

ESMT-2021-0106 TM Creek Subdivision No. 5
Pedestrian Pathway Easement No. 3

PEDESTRIAN PATHWAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between SCS BRIGHTON LLC, hereinafter referred to as "Grantor", and the City of Meridian, an Idaho municipal corporation, hereinafter referred to as "Grantee";

WITNESSETH:

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian desires to establish a public pathway; and

WHEREAS, the Grantor desires to grant an easement to establish a public pathway and provide connectivity to present and future portions of the pathway; and

WHEREAS, Grantor shall construct the pathway improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a public pedestrian pathway easement for multiple-use non-motorized recreation, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever.

THE GRANTOR hereby covenants and agrees that it will not place or allow to be placed any permanent structures, trees, brush, or perennial shrubs or flowers within the area described for this easement, which would interfere with the use of said easement, for the purposes stated herein.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the pathway improvements.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,

then, to such extent such easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

THE GRANTOR does hereby covenant with the Grantee that it is lawfully seized and possessed of the aforementioned and described tract of land, and that it has a good and lawful right to convey said easement, and that it will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto subscribed its signature the day and year first hereinabove written.

[END OF TEXT; SIGNATURES TO FOLLOW]

GRANTOR:

SCS BRIGHTON LLC

an Idaho limited liability company

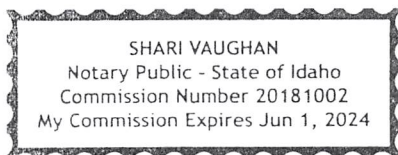
By: Brighton Corporation, an Idaho corporation,
Manager

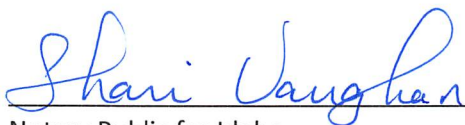
By: 
Robert L. Phillips, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this 16th day of September, in the year of 2021, before me a Notary Public of said State, personally appeared Robert L. Phillips, known or identified to me to be the President of Brighton Corporation, the Manager of SCS Brighton LLC, the Company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.




Notary Public for Idaho
My Commission expires: 6-1-2024

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)
 : ss.
County of Ada)

This record was acknowledged before me on _____ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature

My Commission Expires: _____

September 14, 2021
Project No.: 21-051
TM Creek Subdivision
City of Meridian Pathway Easement
Legal Description

Exhibit A

A parcel of land for a City of Meridian pathway easement being a portion of the Northwest 1/4 of Section 14, Township 3 North, Range 1 West, B.M., City of Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at a brass plug marking the Southwest corner of Lot 6, Block 3 of TM Creek Subdivision No. 4 (Book 117 at Page 17944, records of Ada County, Idaho), which bears S00°33'41"W a distance of 100.02 feet from a brass plug marking the Northwest corner of said Lot 6, thence following the easterly right-of-way line of S. Wayfinder Ave., S00°33'41"W a distance of 5.56 feet to the **POINT OF BEGINNING**.

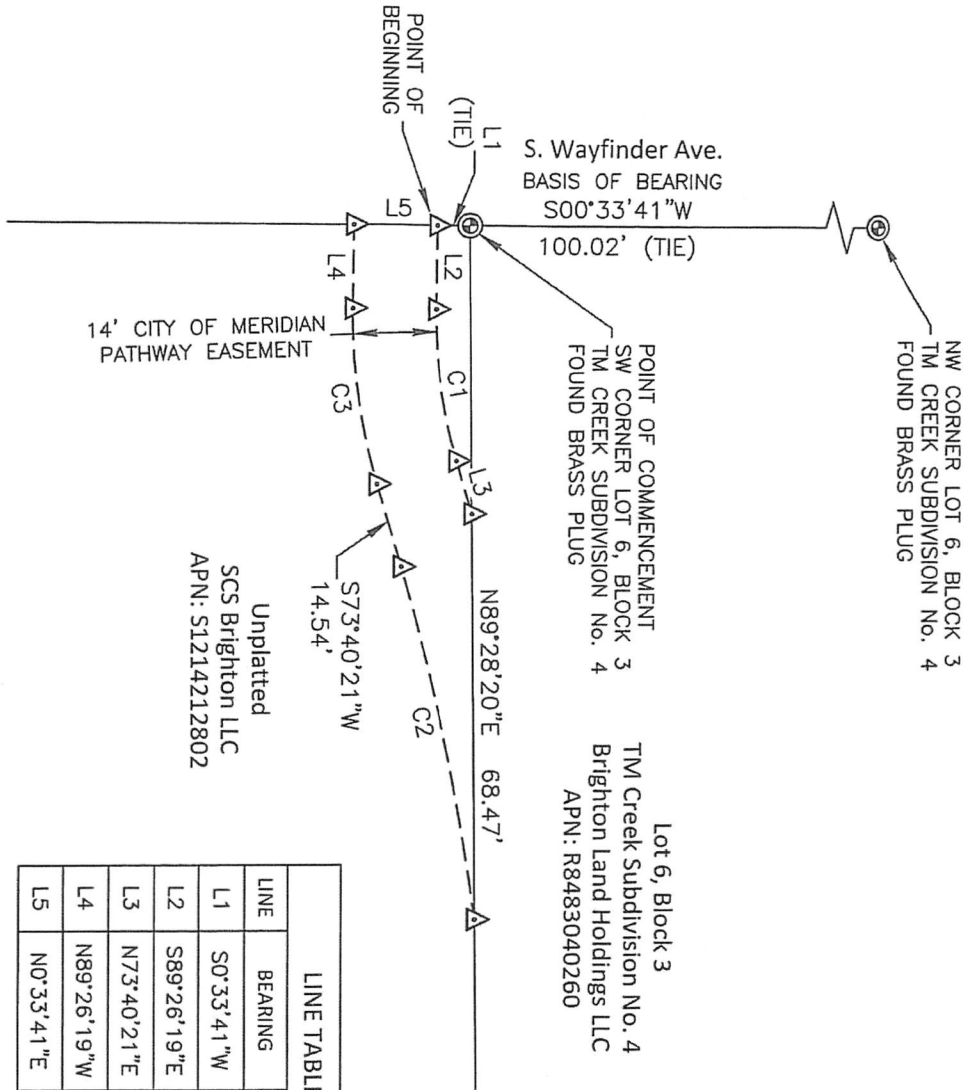
Thence leaving said easterly right-of-way line, S89°26'19"E a distance of 14.22 feet;
Thence 25.94 feet along the arc of a curve to the left, said curve having a radius of 88.00 feet, a delta angle of 16°53'20", a chord bearing of N82°07'01"E and a chord distance of 25.85 feet;
Thence N73°40'21"E a distance of 9.27 feet to the southerly line of said Lot 6;
Thence following said southerly line, N89°28'20"E a distance of 68.47 feet;
Thence leaving said southerly line, 60.85 feet along the arc of a curve to the left, said curve having a radius of 398.00 feet, a delta angle of 08°45'37", a chord bearing of S78°03'10"W and a chord distance of 60.79 feet;
Thence S73°40'21"W a distance of 14.54 feet;
Thence 30.07 feet along the arc of a curve to the right, said curve having a radius of 102.00 feet, a delta angle of 16°53'20", a chord bearing of S82°07'01"W and a chord distance of 29.96 feet;
Thence N89°26'19"W a distance of 14.22 feet to the easterly right-of-way line of said S. Wayfinder Ave.;
Thence following said easterly right-of-way line, N00°33'41"E a distance of 14.00 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 1,123 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is made a part hereof.



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	88.00'	25.94'	16°53'20"	N82°07'01"E	25.85'
C2	398.00'	60.85'	8°45'37"	S78°03'10"W	60.79'
C3	102.00'	30.07'	16°53'20"	S82°07'01"W	29.96'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S0°33'41"W	5.56
L2	S89°26'19"E	14.22
L3	N73°40'21"E	9.27
L4	N89°26'19"W	14.22
L5	N0°33'41"E	14.00

Unplatted
SCS Brighton LLC
APN: S1214212802

Lot 6, Block 3
TM Creek Subdivision No. 4
Brighton Land Holdings LLC
APN: R8483040260

Exhibit B City of Meridian Pathway Easement

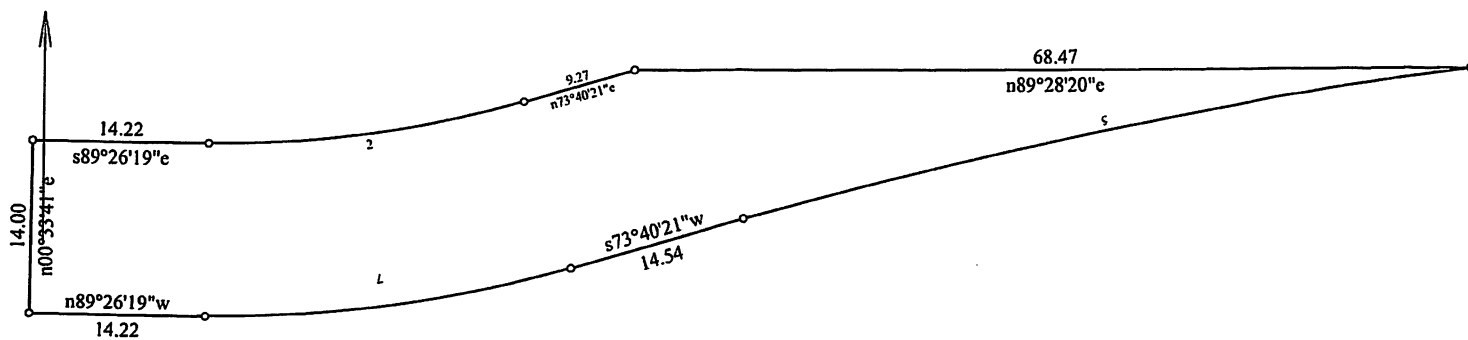
TM Creek Subdivision

Portion of NW 1/4 Sec. 14, T3N., R1W., BM., City of Meridian, Ada County, Idaho

DATE: September 2021
PROJECT: 21-051

SHEET: 1 OF 1

km
ENGINEERING
5735 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmenjllp.com



Title: SCS Brighton Pathway Easmt 21-051		Date: 09-14-2021
Scale: 1 inch = 15 feet	File:	
Tract 1: 0.026 Acres: 1123 Sq Feet: Closure = n83.1700e 0.00 Feet: Precision = 1/99146: Perimeter = 252 Feet		
001=s89.2619e 14.22	005: Lt, R=398.00, Delta=08.4537 Bng=s78.0310w, Chd=60.79	009=n00.3341e 14.00
002: Lt, R=88.00, Delta=16.5320 Bng=n82.0701e, Chd=25.85	006=s73.4021w 14.54	
003=n73.4021e 9.27	007: Rt, R=102.00, Delta=16.5320 Bng=s82.0701w, Chd=29.96	
004=n89.2820e 68.47	008=n89.2619w 14.22	