

ESMT-2022-0194 Aviator Springs Subdivision  
Emergency Access Easement Agreement No. 2

**EMERGENCY ACCESS EASEMENT AGREEMENT**

THIS AGREEMENT made this 19th day of July, 2022, between AG EHC II (LEN) Multi State 2, 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 is requiring an access area for emergency vehicles as a condition of development approval; and

WHEREAS, Grantor desires to grant an easement for ingress and egress across those certain parts of Grantor's property defined herein to allow for emergency vehicle access; and

WHEREAS, Grantor shall construct certain 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 non-exclusive easement and right-of-way on, over, across and through Grantor's property with the free right of access to such property at any and all times and for the purpose of allowing egress and ingress to and from the property for emergency vehicle access. Pursuant to the International Fire Code, this access road shall be constructed of an improved surface capable of supporting 75,000 GVW;

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

THE GRANTOR, hereby covenants and agrees that no structures shall be constructed, erected, or placed upon the surface of the easement area that would materially impair the normal operation or use of the easement area for emergency vehicular purposes. No parking of vehicles within the easement area shall be permitted. 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 access roadway 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.

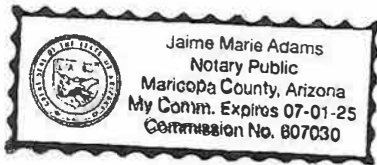
GRANTOR  
AG EHC II (LEN) Multi State 2, LLC  
by: Essential Housing Asset  
Management, LLC, an Arizona limited  
liability company, its Authorized Agent



Steven S. Benson, Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) Multi State 2, LLC

STATE OF ARIZONA    )  
  ) ss  
County of Maricopa    )

This record was acknowledged before me on 7/1/22 (date) by Steven S. Benson, on behalf of AG EHC II (LEN) Multi State 2, LLC, in the following representative capacity:  
Manager of Essential Housing Asset Management, LLC,  
an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) Multi State 2, LLC (type of authority such as officer or trustee)



  
Notary Signature  
My Commission Expires: 07/01/2025

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 7-19-2022

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 7-19-2022

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

This record was acknowledged before me on 7-19-2022 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

\_\_\_\_\_  
Notary Signature  
My Commission Expires: 3-28-2028



March 31, 2022  
Project No.: 120194

**EXHIBIT "A"**

AVIATOR SPRINGS SUBDIVISION  
EMERGENCY ACCESS EASEMENT

An easement located in a portion of the northeast quarter of the southeast quarter of Section 32, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the East One Quarter corner of Section 32 of said Township 4 North, Range 1 West, (from which point the south one sixteenth corner common to Section 32 and Section 33 bears South 00°29'50" West, 1316.11 feet distant);

Thence North 89°19'39" West, 1323.00 feet on the east-west mid-section line of said Section 32 to the center-east one sixteenth corner of said Section 32;

Thence South 00°33'03" West, 1117.31 feet on the west line of said northeast quarter of the southeast quarter of Section 32 to the POINT OF BEGINNING;

Thence leaving said west line, South 89° 18' 45" East, 109.33 feet;

Thence South 00° 40' 21" West, 30.00 feet;

Thence North 89° 18' 45" West, 109.27 feet to a point on said west line;

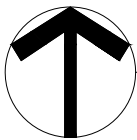
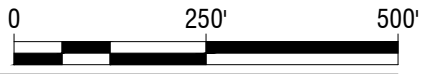
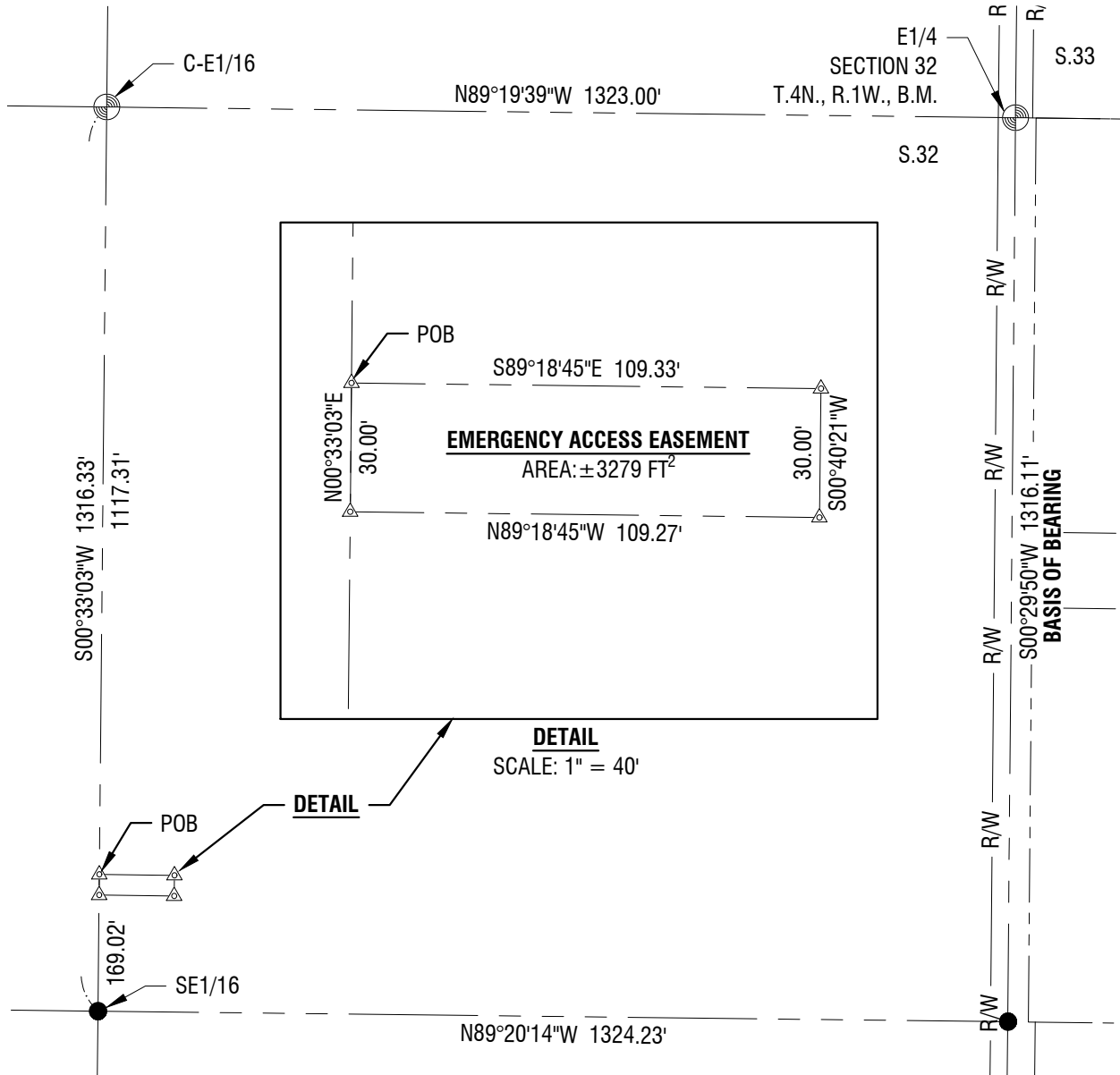
Thence on said west line, North 00° 33' 03" East, 30.00 feet to the POINT OF BEGINNING.

The above described easement contains 3279 square feet more or less.

PREPARED BY:  
**The Land Group, Inc.**

James R. Washburn





**EXHIBIT "B"**

Horizontal Scale: 1" = 250'

120194  
Date of Issuance: September 16, 2021



**Emergency Access Easement**  
**Aviator Springs Subdivision**