

**ESMT-2022-0153 I-84 + Meridian Commercial Development
Emergency Access Easement Agreement No. 1**

EMERGENCY ACCESS EASEMENT AGREEMENT

THIS AGREEMENT made this 26th day of April, 2022, between Corey Barton, 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.

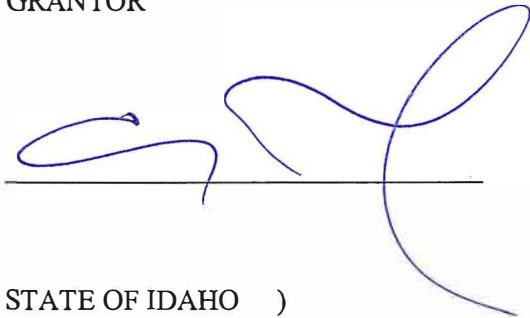
IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the access roadway improvements.

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



STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on Oct. 18, 2021 (date) by Corey Barton, on behalf of Corey Barton in the following representative capacity: Owner (type of authority such as officer or trustee)



Adair
Notary Signature
My Commission Expires: 6-05-22

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 4-26-2022

Attest by Chris Johnson, City Clerk 4-26-2022

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

This record was acknowledged before me on 4-26-2022 (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: _____

EXHIBIT v

DESCRIPTION FOR
**I-84/MERIDIAN - HAWKINS COMMERCIAL
EMERGENCY ACCESS EASEMENT**

A portion of the NW 1/4 of the SE 1/4 of Section 13, T.3N., R.1W., B.M., Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the C1/4 corner of said Section 13 from which the E1/4 corner of said Section 13 bears South 89°52'43" East, 2642.71 feet;

thence along the East-West centerline of said Section 13 South 89°52'43" East, 250.00 feet;

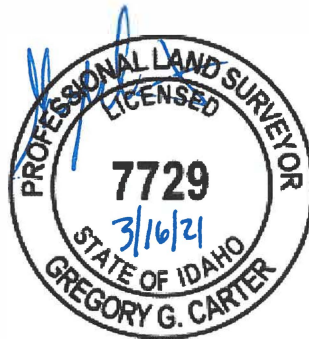
thence leaving said East-West centerline South 00°03'55" West, 25.00 feet to a point on the South right-of-way line of W. Waltman Ln.,

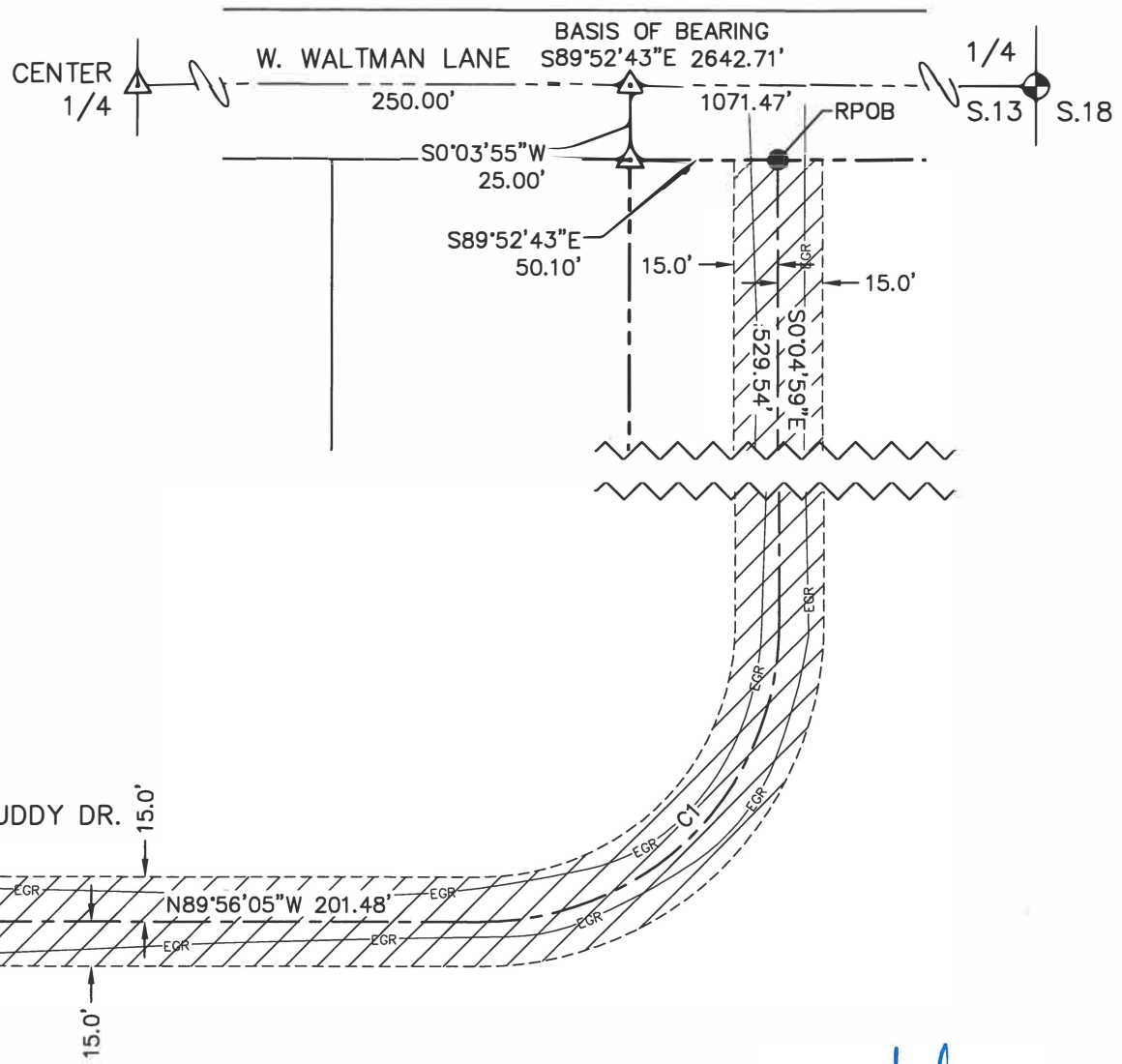
thence along said South right-of-way line South 89°52'43" East, 50.10 feet to the **REAL POINT OF BEGINNING** of a 30.00-foot wide easement being 15.00 feet to the right and 15.00 feet to the left of the following described centerline;

thence leaving said South right-of-way line South 00°04'59" East, 529.54 feet;

thence 157.34 feet along the arc of curve to the right, said curve having a radius of 100.00 feet, a central angle of 90°08'54" and a long chord which bears South 44°59'28" West, 141.60 feet;

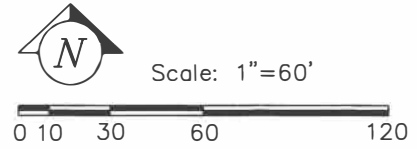
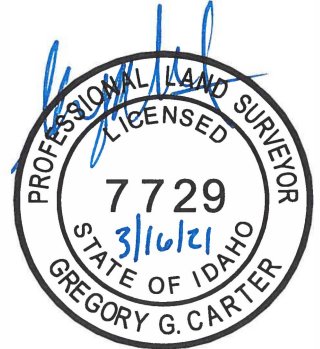
thence North 89°56'05" West, 201.48 feet to the centerline of W. Ruddy Dr. of The Landing Subdivision No. 9 as filed in Book 74 of Plats at Page 7658 through 7659, records of Ada County, Idaho, point also being the to the **POINT OF TERMINUS**.






THE LANDING
SUBDIVISION NO. 9

Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	157.34'	100.00'	90°08'54"	S44°59'28"W	141.60'



P:\Waltman 38 Acre Topo (Tanner Creek Sub) 17-133\dwg\Tanner Creek Emerg Access Ease.dwg 3/11/2022 10:11:38 AM

 IDAHO SURVEY GROUP, LLC 9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570	Exhibit ____ Drawing for 1-84/MERIDIAN - HAWKINS COMMERCIAL EMERGENCY ACCESS EASEMENT	Job No. 17-133
	LOCATED IN THE NW ¼ OF THE SE ¼ OF SECTION 13, T.3N., R.1W., B.M., MERIDIAN, ADA COUNTY	Sheet No. 1
		Dwg. Date 3/11/2022