

Aegean Estates Subdivision No. 3

Emergency Access Easement No. 1  
ESMT-2023-0080

### EMERGENCY ACCESS EASEMENT AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2023, between Challenger Development Inc., 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 82,000 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. The term "structures" includes, but is not limited to, buildings, trash enclosures, carports, sheds, fences, trees, and shrubs. THE GRANTOR further covenants and agrees there shall be no parking of vehicles within the easement area.

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

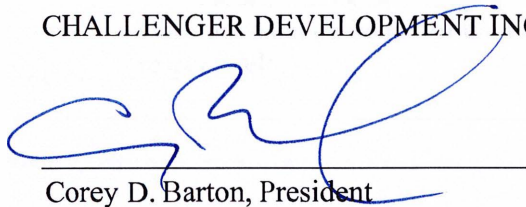
THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street, then, to such extent such easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease 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.

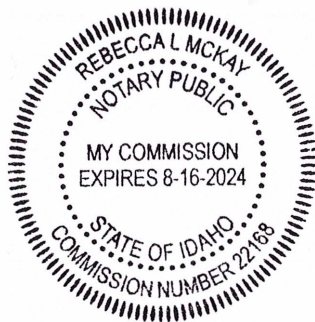
GRANTOR

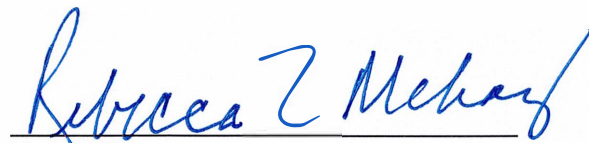
CHALLENGER DEVELOPMENT INC.

  
\_\_\_\_\_  
Corey D. Barton, President

STATE OF IDAHO    )  
                              ) ss  
County of Ada        )

This record was acknowledged before me on 5/10/2023 (date) by Corey D. Barton, on behalf of Challenger Development Inc., in the following representative capacity: President.



  
\_\_\_\_\_  
Notary Signature  
My Commission Expires: 8-16-2024

**Exhibit A**  
**Legal Description**  
**Temporary Access Easement**  
**Aegean Estates Subdivision No. 3**

An easement located in the S ½ of the NW ¼ of Section 33, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southwest corner of the NW ¼ of said Section 33, from which a Brass Cap monument marking the northwest corner of said NW ¼ of Section 33 bears N 0°32'42" E a distance of 2633.74 feet;

Thence S 89°17'46" E along the southerly boundary of said NW ¼ a distance of 2637.80 feet the southeast corner of said NW ¼;

Thence leaving said boundary N 44°44'17" W a distance of 641.06 feet to the **POINT OF BEGINNING**;

Thence a distance of 20.05 feet along the arc of an 84.00 foot radius non-tangent curve left, said curve having a central angle of 13°40'27" and a long chord bearing N 47°44'54" W a distance of 20.00 feet to a point;

Thence N 42°15'06" E a distance of 149.59 feet to a point of curvature;

Thence a distance of 35.62 feet along the arc of a 30.00 foot radius curve left, said curve having a central angle of 68°01'57" and a long chord bearing N 8°14'07" E a distance of 33.57 feet to a point of reverse curvature;

Thence a distance of 25.07 feet along the arc of a 135.00 foot radius curve right, said curve having a central angle of 10°38'17" and a long chord bearing N 20°27'42" W a distance of 25.03 feet to a point;

Thence N 74°51'27" E a distance of 20.00 feet to a point on a curve;

Thence a distance of 45.36 feet along the arc of a 115.00 foot radius non-tangent curve left, said curve having a central angle of 22°35'51" and a long chord bearing S 26°26'29" E a distance of 45.06 feet to a point of reverse curvature;

Thence a distance of 13.96 feet along the arc of a 10.00 foot radius curve right, said curve having a central angle of 79°59'30" and a long chord bearing S 2°15'21" W a distance of 12.85 feet to a point of tangency;

Thence S 42°15'06" W a distance of 179.52 feet to the **POINT OF BEGINNING**.

Said easement contains 4,638 square feet (0.106 acres) more or less and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS  
Land Solutions, PC  
May 2, 2023

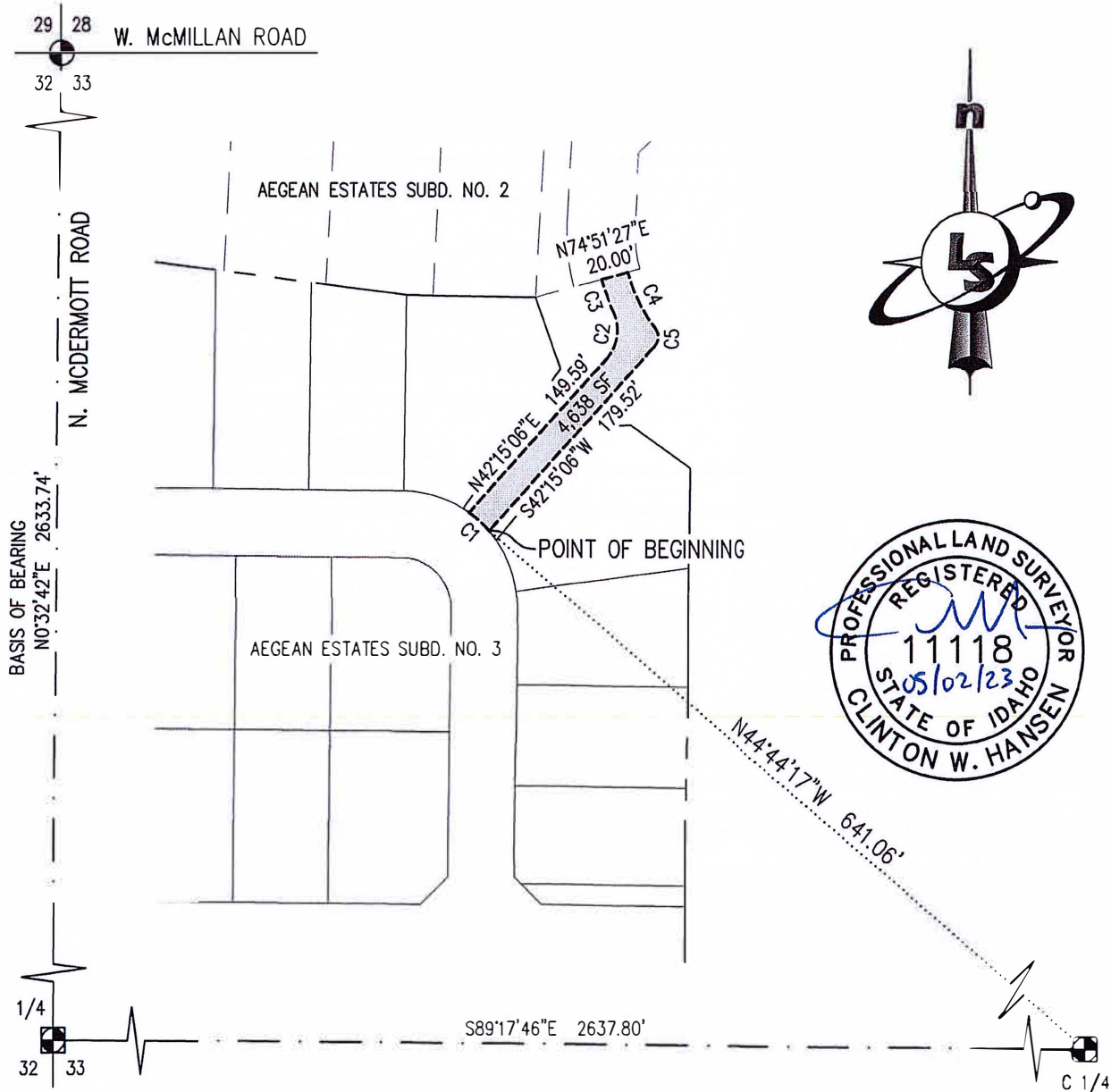


Exhibit B

# AEGEAN ESTATES SUBDIVISION NO. 3

## TEMPORARY ACCESS EASEMENT EXHIBIT

LOCATED IN THE S 1/2 OF THE NW 1/4 OF SECTION 33, T. 4 N., R. 1 W., B.M.  
CITY OF MERIDIAN, ADA COUNTY, IDAHO



BASIS OF BEARING  
N0°32'42"E 2633.74'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	20.05'	84.00'	13°40'27"	N47°44'54"W	20.00'
C2	35.62'	30.00'	68°01'57"	N8°14'07"E	33.57'
C3	25.07'	135.00'	10°38'17"	N20°27'42"W	25.03'
C4	45.36'	115.00'	22°35'51"	S26°26'29"E	45.06'
C5	13.96'	10.00'	79°59'30"	S2°15'21"W	12.85'



**LandSolutions**  
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