

EMERGENCY ACCESS EASEMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20____, between
C4 Land 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 80,000 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.

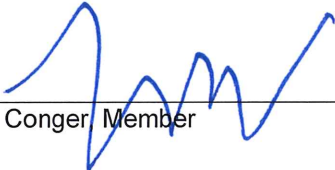
IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the access roadway improvements.

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.

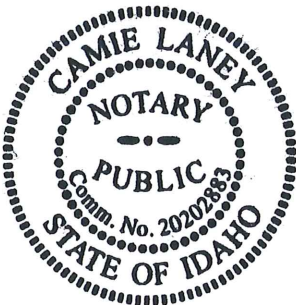
GRANTOR C4 Land LLC



Jim Conger, Member

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 5-17-2021 (date) by
Jim Conger, on behalf of C4 Land, in the following
representative capacity: member (type of authority such as officer or
trustee)





Notary Signature
My Commission Expires: 8-3-2026

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.

Notary Signature
My Commission Expires:_____



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

May 12, 2021

Offsite Fire Access Easement Description

BASIS OF BEARINGS for this description is N. 89°59'28" W. between the 5/8" rebar illegible cap marking the E1/16 corner common to Sections 32 and 5, and the brass cap marking the S1/4 corner of Section 32, both in T. 3 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho.

A parcel of land located in the SW1/4 of the SE1/4 of Section 32, T. 3 N., R. 1 E., B.M., City of Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap marking the S1/4 corner of said Section 32;

Thence N. 0°08'57" E., coincident with the west line of said SW1/4 of the SE1/4 of Section 32, a distance of 529.62 feet;

Thence leaving said line, S. 89°59'28" E., 113.90 feet to the **POINT OF BEGINNING**;

Thence N. 0°00'32" E., 233.07 feet;

Thence N. 45°00'32" E., 34.42 feet;

Thence S. 89°59'28" E., 175.84 feet;

Thence N. 0°00'32" E., 111.00 feet;

Thence S. 89°59'28" E., 20.00 feet;

Thence S. 0°00'32" W., 131.00 feet;

Thence N. 89°59'28" W., 187.56 feet;

Thence S. 45°00'32" W., 15.85 feet;

Thence S. 0°00'32" W., 204.79 feet;

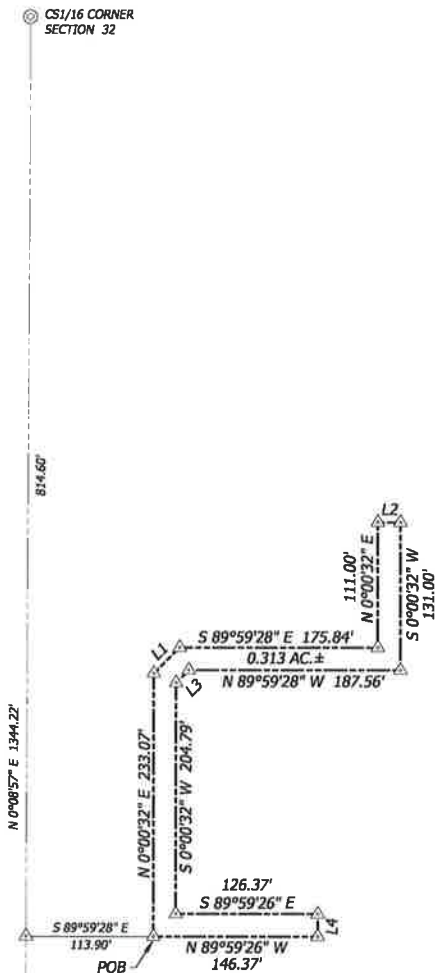
Thence S. 89°59'28" E., 126.37 feet;

Thence S. 0°00'32" W., 20.00 feet;

Thence N. 89°59'28" W., 146.37 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.313 acres more or less.





LINE TABLE

LINE	BEARING	DISTANCE
L1	N 45°00'32" E	32.42'
L2	S 89°59'28" E	20.00'
L3	S 45°00'32" W	15.85'
L4	S 00°00'32" W	20.00'



S1/4 CORNER
SECTION 32
CPF 111066375
ILLEGIBLE

E. LAKE HAZEL ROAD
N 89°59'28" W 1329.49'
BASIS OF BEARINGS

T. 3 N.
T. 2 N.

E1/16 CORNER
SECTION 32/5
ILLEGIBLE

N 90°00'00" E 1329.66'

CPF 2015-013745

32 33
5 4

EAGLE ROAD



NTS

PROJECT:

IMPRESSIVE EAST RIDGE
PHASE 2 OFFSITE
FIRE ACCESS EASEMENT
CITY OF MERIDIAN,
ADA COUNTY, IDAHO

OWNER/DEVELOPER:

CMG

DATE: 5/2020



2030 S. WASHINGTON AVE.
EMMETT, ID 83617
P: (208) 398-8104
F: (208) 398-8105

WWW.SAWTOOTHLS.COM

DWG #
19116-EX

PROJECT #
19116

SHEET
1 OF 1