

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.

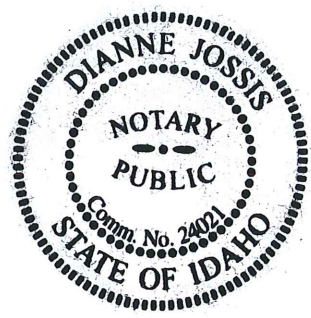
GRANTOR C4 Land LLC



Jim Conger, Member

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 5-13-2021 (date) by
Jim Conger, on behalf of C4 Land LLC, in the following
representative capacity: member (type of authority such as officer or
trustee)





Notary Signature
My Commission Expires: 8/1/2025



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

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

1044 Northwest Blvd., Ste. G
Coeur d'Alene, ID 83814
P: (208) 714-4544
F: (208) 292-4453

141 1st Avenue East
Jerome, ID 83338
P: (208) 329-5303
F: (208) 324-3821

Off-Site Fire Access Legal Description

A 20.00 foot wide easement located in the W1/2 SW1/4 SW1/4 of Section 36, Township 4 North, Range 1 West of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the southwest corner of said Section 36, from which the W1/4 corner of said Section 36, bears North 00°14'51" East, 2637.56 feet;

Thence North 00°14'51" East, coincident with the west line of the SW1/4 SW1/4 of said Section 36, a distance of 332.44 feet;

Thence South 89°45'09" East, perpendicular to said west line, 48.00 feet to the easterly right of way line of N. Linder Road and the **POINT OF BEGINNING**;

Thence North 00°14'51" East, coincident with said easterly right of way line, 20.00 feet;

Thence South 89°45'09" East, perpendicular to said west line, 115.00 feet to the beginning of a tangent curve to the left;

Thence northeasterly, 43.98 feet along the arc of said curve to the left, having a radius of 28.00 feet, a central angle of 90°00'00", and subtended by a chord bearing North 45°14'51" East, 39.60 feet;

Thence North 00°14'51" East, parallel with said easterly right of way line, 248.00 feet;

Thence South 89°45'09" East, perpendicular to said west line, 20.00 feet;

Thence South 00°14'51" West, parallel with said easterly right of way line, 248.00 feet to the beginning of a tangent curve to the right;

Thence southwesterly, 75.40 feet along the arc of said curve to the right, having a radius of 48.00 feet, a central angle of 90°00'00", and subtended by a chord bearing South 45°14'51" West, 67.88 feet;

Thence North 89°45'09" West, perpendicular to said west line, 115.00 feet to the **POINT OF BEGINNING**.

The above described easement contains 8,454 square feet or 0.194 acres, more or less.

BASIS OF BEARING for this description is North 00°14'51" East, between the southwest corner and the W1/4 corner of Section 36, Township 4 North, Range 1 West of the Boise Meridian.



35 36
W1/4 CORNER
SECTION 36
PLS 14221
COR. REC. 2019-092669

S1/16 CORNER
SECTION 36
PLS 14221
COR. REC. 2019-092670

W1/2 SW1/4 SW1/4
SECTION 36
T. 4 N., R 1 W., B.M.



N 00°14'51" E 2637.56' - BASIS OF BEARINGS

CL N. LINDER RD.

N 00°14'51" E
20.00'

332.44'

SOUTHWEST CORNER
PLS 5291
COR. REC. 109109699

35 36
2 1

W. USTICK RD.

S 89°45'09" E
20.00'

N 00°14'51" E 248.00'
S 00°14'51" W 248.00'

S 89°45'09" E 115.00'

± 8,454 SQ. FT./0.194 AC.

N 89°45'09" W 115.00'

POINT OF
BEGINNING

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	43.98'	28.00'	90°00'00"	N 45°14'51" E	39.60'
C2	75.40'	48.00'	90°00'00"	S 45°14'51" W	67.88'



PROJECT:

FIRE ACCESS EASEMENT EXHIBIT
EDINGTON COMMONS NO. 1
CITY OF MERIDIAN, ADA COUNTY
IDAHO

OWNER/DEVELOPER:

CONGER GROUP

DATE: 5/2021



SAWTOOTH H
Land Surveying, LLC

2030 S. WASHINGTON AVE.
EMMETT, ID 83617
P: (208) 398-8104
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WWW.SAWTOOTHLS.COM

DWG #
19292-EX

PROJECT#
19292

SHEET
1 OF 1

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