

Project Name (Subdivision): Graycliff Estates

Emergency Access Easement

EMERGENCY ACCESS EASEMENT AGREEMENT

THIS AGREEMENT made this 27th day of July, 2021, between Biltmore Estates 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 easement area shall be maintained 365 days a year, including grading and plowing.

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.

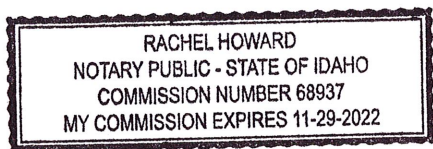
IN WITNESS WHEREOF, the said Grantor has hereunto subscribed its signature the day and year first hereinabove written.

GRANTOR

Lee Centers

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 7-9-21 (date) by Lee Centers, on behalf of Biltmore Estates, LLC, in the following representative capacity: Manager



Rachel Howard
Notary Signature
My Commission Expires: 11-29-2022

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 7-27-2021

Attest by Chris Johnson, City Clerk 7-27-2021

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

This record was acknowledged before me on 7-27-2021 (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: 3-28-2022

EXHIBIT A
Legal Description
Graycliff Estates Subdivision – Emergency/Secondary Access Easement

An easement being located in the E ½ of Section 25, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a point marking the northeast corner of the SW ¼ (C ¼ corner) of said Section 25, from which a point marking the northwest corner of said SW ¼ bears N 89°26'30" W a distance of 2647.83 feet;

Thence along the westerly boundary of said E ½ of Section 25 N 0°27'25" E a distance of 78.18 feet to the **POINT OF BEGINNING**;

Thence continuing along said westerly boundary N 0°27'25" E a distance of 493.72 feet to a point;

Thence leaving said westerly boundary a distance of 57.80 feet along the arc of a 100.00 foot radius curve right, said curve having a central angle of 33°07'02" and a long chord bearing N 17°00'56" E a distance of 57.00 feet to a point;

Thence N 33°34'27" E a distance of 60.96 feet to a point;

Thence a distance of 90.85 feet along the arc of a 70.00 foot radius curve right, said curve having a central angle of 74°21'50" and a long chord bearing N 70°45'22" E a distance of 84.61 feet to a point;

Thence S 72°03'42" E a distance of 64.20 feet to a point;

Thence a distance of 28.35 feet along the arc of a 35.84 foot radius curve left, said curve having a central angle of 45°19'48" and a long chord bearing N 85°14'34" E a distance of 27.62 feet to a point on the westerly boundary of Biltmore Estates Subdivision No. 2 as shown in Book 109 of Plats on Pages 15494 through 15496, records of Ada County, Idaho;

Thence along said westerly boundary S 36°28'59" E a distance of 20.16 feet to a point;

Thence leaving said westerly boundary a distance of 47.35 feet along the arc of a 55.84 foot radius curve right, said curve having a central angle of 48°35'23" and a long chord bearing S 83°36'46" W a distance of 45.95 feet to a point;

Thence N 72°03'42" W a distance of 64.21 feet to a point;

Thence a distance of 64.89 feet along the arc of a 50.00 foot radius curve left, said curve having a central angle of 74°21'50" and a long chord bearing S 70°45'22" W a distance of 60.43 feet to a point;

Thence S 33°34'27" W a distance of 60.96 feet to a point;

Thence a distance of 46.24 feet along the arc of an 80.00 foot radius curve left, said curve having a central angle of 33°07'02" and a long chord bearing S 17°00'56" W a distance of 45.60 feet to a point;

Thence S 0°27'25" W a distance of 492.87 feet to a point;

Thence S 4°22'32" E a distance of 379.60 feet to a point on the future right-of-way of W. Harris Street;

Thence along said future right-of-way a distance of 20.04 feet along the arc of a 675.00 foot radius non-tangent curve right, said curve having a central angle of 1°42'04" and a long chord bearing S 82°03'42" W a distance of 20.04 feet to a point;

Thence leaving said future right-of-way N 4°22'32" W a distance of 381.69 feet to the **POINT OF BEGINNING.**

This easement contains 23,339 square feet (0.54 acres), more or less, and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
July 2, 2021



EXHIBIT B

GRAYCLIFF ESTATES SUBDIVISION - EMERGENCY/SECONDARY ACCESS EASEMENT

