

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

MERIDIAN CITY CLERK
33 E. Broadway Avenue
Meridian, Idaho 83642

EMERGENCY ACCESS LICENSE AGREEMENT

This EMERGENCY ACCESS LICENSE AGREEMENT ("Agreement") is made this ____ day of _____, 2024 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), Epic Development Victory, LLC, an Idaho limited liability company ("ED") and the Millwood Homeowners Association, Inc., an Idaho non-profit corporation ("HOA"). City, ED and HOA may be referred to individually as "Party" or collectively as "Parties."

WHEREAS, ED owns the property commonly known as 1975 E. Victory Rd., in the NW 1/4 of Section 29, T.3N., R.1E. (Parcel #S1129223095) which is more specifically described in Exhibit A attached hereto and incorporated by reference herein ("Property");

WHEREAS, the ED application for annexation and R-8 zoning and a preliminary plat for Millwood Subdivision for the Property was approved by the City subject to specific conditions of approval;

WHEREAS, condition of approval 1.e. required utilization of fire sprinklers in the homes unless ED demonstrated that its current easement described in Exhibit B, attached hereto and incorporated herein, ("Easement") may be used for emergency vehicle access only for the Property;

WHEREAS, ED has demonstrated and warranted that the Property is the dominant estate and that, subject to the terms of this Agreement, the Easement may be used for emergency vehicle access only for the Property; and

WHEREAS, ED formed the HOA governing the Property and the HOA shall be responsible for the on-going maintenance and repair of the Easement and will allow a City representative(s) to periodically inspect the Easement and provide a representative of the HOA to accompany the City representative during such inspection.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. HOA RESPONSIBILITIES.

- A. HOA.** The HOA shall maintain, keep up and repair the Easement, including the driving surface of the road and bollards within the Easement, so that it is in good usable condition that is adequate at all times for emergency vehicle use when needed. Upon reasonable advance notice and at reasonable times, the HOA will allow a City representative(s) to periodically inspect the Easement and corresponding road and will provide a representative from the HOA to accompany the City representative(s) during any such inspection.
- B.** This obligation shall expire and terminate once the Easement is no longer needed for emergency vehicle access for the Property under City emergency vehicle access requirements.

II. ED'S RESPONSIBILITIES.

- A. LICENSE GRANTED.** ED hereby grants a license to the City to utilize the Easement for emergency vehicle access to the Property, subject to the terms of this Agreement. ED and the HOA covenant that no additional licenses concerning the Easement shall be provided to a third party without the City's prior written consent, which shall not unreasonably be withheld.
- B. Indemnification.** ED represents and warrants that, subject to the terms of this Agreement, the City is authorized to use the Easement for emergency vehicle access to the Property. As the developer, ED agrees that it will hold harmless, indemnify and defend the City and its officers and employees from and against any and all liability, suits, claims, losses, actions, or judgments, costs and fees, including any costs and attorney's fees incurred therein, pertaining to the City's ability to use the Easement for emergency vehicle access to the Property. Notwithstanding any other provision to the contrary, this Section II.B shall survive the termination of this Agreement and shall remain in effect until potential causes of action concerning this Agreement have been time barred by the statute of limitations.

III. GENERAL TERMS.

- A. Term.** This Agreement shall remain in effect until the Easement is no longer needed to comply with City emergency vehicle access requirements to the Property or until terminated by the Parties hereto.
- B. Notice.** Notice required to be provided by either of the parties under this Agreement shall be in writing and be deemed communicated when mailed by United States Mail, addressed as follows:

City: City of Meridian
City Attorney's Office
33 E. Broadway Avenue
Meridian ID 83642

MDC: Jarron Langston
Epic Development Victory, LLC
1831 E. Overland Rd.
Meridian, ID 83642

Millwood Homeowners Association, Inc.
C/O Jarron Langston, President
3140 W. Belltower Dr.
Meridian, ID 83646

Any party may change its address for the purpose of this paragraph by giving formal notice of such change to the other Parties in the manner herein provided.

- C. **Entire agreement; modification.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto. The recitals set forth above are fully incorporated herein. This Agreement shall be recorded with the Ada County Recorder's Office.
- D. **Termination.** The Parties may collectively agree in writing to terminate this Agreement at any time. Once the City emergency vehicle access standards no longer require the use of the Easement for emergency vehicle access to the Property, then the Parties will promptly execute a document acknowledging the termination of this Agreement and record said termination with the Ada County Recorder's Office.
- E. **Enforcement.** If any Party is in violation of the terms of this Agreement any of the other Parties may provide written notice of the violation to said Party. The violating Party shall have thirty (30) days from the date notice was provided to cure the violation and if said violation is cured within said timeframe the violation shall be deemed cured and of no further effect. The Parties may collectively agree in writing to extend the time to cure. If a violating Party does not cure the violation the non-violating Party(ies) may cure the violation and seek and receive prompt reimbursement of the costs associated with curing the violation from the Party in violation or pursue an action for specific performance.
- F. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- G. **Applicable Law.** The Agreement shall be governed by the laws of the State of Idaho and jurisdiction for any disputes arising hereunder shall be in the Fourth Judicial District, Ada County, State of Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to effective on the date first noted above.

(End Text. Signatures to Follow)

Signature:

STATE OF IDAHO)
) ss
County of Ada)

A circular notary seal for Melissa Fujioka-Burns. The outer ring contains the text "MELISSA FUJIOKA-BURNS" at the top and "STATE OF IDAHO" at the bottom. Inside the ring, the text "COMMISSION NO. 2016-0401" is on the left and "PUBLIC" is on the right. In the center, the text "NOTARY" is above a horizontal line with a dot in the middle, and "EXPIRES 3/2/2024" is below the line.

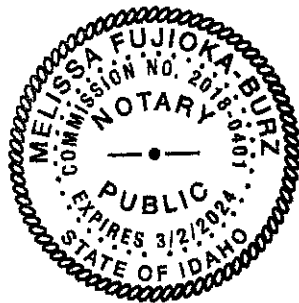
PAGE 4 OF 10

MILLWOOD HOMEOWNERS ASSOCIATION, INC

Signature: [Signature]
Jarron Langston, President

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 20th February, 2024, by Jarron Langston on behalf of Millwood Homeowners Association, Inc. in his capacity as President.



Notary Signature: [Signature]
My Commission Expires: 03-02-2024

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on _____, 2024, 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 A – Property (PARCEL 1 in Warranty Deed Below)

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=2 BONNIE OBERBILLIG
751 IDAHO

2022-043377
05/03/2022 04:49 PM
\$15.00

WHEN RECORDED MAIL TO
Idaho Title Agency, LLC dba T.A. of Southern Idaho
995 S. Allante Place
Boise, ID 83709
File No. 751-000741

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

FOR VALUE RECEIVED

David R. Andrus and Beth N. Williams Trustees of the David R. Andrus and Beth N. Williams Living Trust,
dated September 7, 2021

GRANTORS hereby GRANT, BARGAIN, SELL, and CONVEY unto:

Epic Development Victory LLC, an Idaho limited liability company

GRANTEE, whose current address is 1831 E. Overland Rd, Meridian, ID 83646 the following described real property situated in Ada County, Idaho more particularly described as follows, to wit:

Parcel 1:

A tract of land situated in a portion of the Northwest quarter of the Northwest quarter of Section 29, Township 3 North, Range 1 East of the Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the West 1/16 corner common to Sections 20 and 29, Township 3 South, Range 1 East, Boise Meridian, marked by a found 5/8 inch iron pin; thence
South 00°09' East, 717.27 feet along the East line of the Northwest quarter of the Northwest quarter to a point on the Southwesterly right of way line of Eight Mile Lateral marked by a set 1/2 inch iron pin PLS 4108 and the Real Point of Beginning; thence continuing
South 00°09' East, 302.30 feet along the East line of the Northwest quarter of the Northwest quarter to a found 5/8 inch iron pin; thence
North 73°02'59" West, 355.34 feet to a found 5/8 inch iron pin; thence
North 00°00'05" East, 717.91 feet to a point on the Southwesterly right of way line of Eight Mile Lateral and marked by a set 1/2 inch iron pin PLS 4108; thence
South 38°59'00" East, 220.44 feet along said Southwesterly right of way of Eight Mile Lateral; thence continuing on said right of way
South 30°00" East, 401.70 feet to the Real Point of Beginning.

Parcel 2:

An Easement for ingress and egress over the following:

A tract of land situated in a portion of the Northwest quarter of the Northwest quarter of Section 29, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the West 1/16 corner common to Sections 20 and 29, Township 3 North, Range 1 East, Boise Meridian, marked by a found 5/8 inch iron pin; thence
South 00°00'09" East, 537.53 feet along the East line of the Northwest quarter of the Northwest quarter to a point on the Northeasterly right of way line of Eight Mile Lateral and marked by a set 1/2 inch iron pin PLS 4108; thence

North 30°08'00" West, 89.92 feet along said right of way to a point; thence
North 69°67'00" East, 17.38 feet to a point; thence
North 00°00'09" West, 451.11 feet, 30.00 feet West of and parallel with the East line of the Northwest quarter of
the Northwest quarter to a point on the North line of the Northwest quarter of the Northwest quarter; thence
South 89°49'00" East, 30.00 feet along last said North line to the Point of Beginning.

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and Grantee heir and
assigns forever. And Grantors is the owners in fee simple of said premises, that said premises are free from all
encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done
by the Grantee; and subject to reservations, restrictions, dedications, easements, rights of way and agreements, if any,
of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year
which are not yet due and payable and the Grantors will warrant and defend the same from all lawful claims
whatsoever.

Dated this 29 day of APRIL, 2022.

David R. Andrus and Beth N. Williams Living Trust, dated September 7, 2021

By: David R. Andrus
David R. Andrus, Trustee

By: Beth N. Williams
Beth N. Williams, Trustee

State of ARIZONA

County of MARICOPA

On this 29 day of April in the year 2022, before me, the undersigned, a notary public in and for said state,
personally appeared David R. Andrus and Beth N. Williams, known or identified to me to be the person(s) whose
names are subscribed to the within instrument, as trustees of the David R. Andrus and Beth N. Williams Living Trust,
dated September 7, 2021 trust and acknowledged to me that they executed the same as trustee.

Susan M. [Signature]
Notary Public
My Commission Expires: 08-09-2024

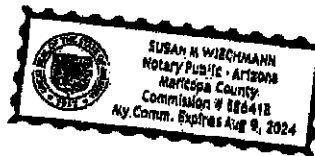


Exhibit B – Easement (PARCEL 2 in Warranty Deed Below)

ADA COUNTY RECORDER Phil McGrane	2022-043377
BOISE IDAHO Pgs=2 BONNIE OBERBILLIG	05/03/2022 04:49 PM
751 IDAHO	\$15.00

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TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and Grantee heir and assigns forever. And Grantors is the owners in fee simple of said premises, that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to reservations, restrictions, dedications, easements, rights of way and agreements, if any, of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year which are not yet due and payable and the Grantors will warrant and defend the same from all lawful claims whatsoever.

Dated this 29 day of APRIL, 2022.

David R. Andrus and Beth N. Williams Living Trust, dated September 7, 2021

By: [Signature]
David R. Andrus, Trustee

By: [Signature]
Beth N. Williams, Trustee

State of ARIZONA

County of MARICOPA

On this 29 day of April in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared David R. Andrus and Beth N. Williams, known or identified to me to be the person(s) whose names are subscribed to the within instrument, as trustees of the David R. Andrus and Beth N. Williams Living Trust, dated September 7, 2021 trust and acknowledged to me that they executed the same as trustee.

[Signature]
Notary Public

My Commission Expires: 02-09-2024

