

Project Name (Subdivision): Stapleton

Apartments - C4 Land LLC to City of Meridian

Emergency Access Easement Number: 1

EMERGENCY ACCESS EASEMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2022, 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 shall 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, Biltmore Estates, LLC (owner of Graycliff multi-family parcel S1225418970) 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.

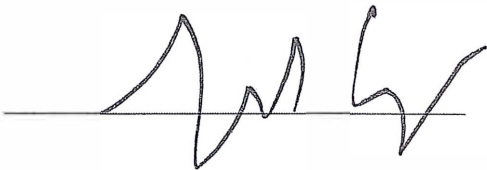
IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Biltmore Estates, LLC (owner of Graycliff multi-family parcel S1225418970) shall repair and maintain the emergency access roadway improvements. The easement area shall be maintained 365 days a year, including grading and 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.

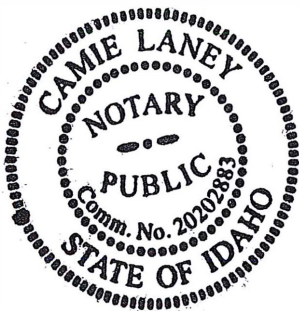
IN WITNESS WHEREOF, the said Grantor has hereunto subscribed its signature the day and year first hereinabove written.

GRANTOR : C4 LAND LLC



STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on June 14, 2022 (date) by Jim D. Conger on behalf of C4 Land LLC, in the following representative capacity: Member



Notary Signature
Residing at Boise
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
Residing at _____
My Commission Expires: _____

EXHIBIT A
Legal Description
Graycliff Multi-Family – Emergency/Secondary Access Easement

An easement being located in the SE ¼ 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 said SE ¼ (¼ corner), from which a point marking the southeast corner of said SE ¼ bears S 0°32'44" W a distance of 2664.85 feet;

Thence along the northerly boundary of said SE ¼ N 89°29'05" W a distance of 1320.30 feet to a point marking the northwest corner of the NE ¼ of the SE ¼ (CE 1/16 Corner) of said Section 25;

Thence leaving said northerly boundary S 5°54'20" E a distance of 283.45 feet to the **POINT OF BEGINNING**;

Thence a distance of 17.16 feet along the arc of a 218.50 foot radius non-tangent curve left, said curve having a central angle of 4°29'57" and a long chord bearing S 56°12'52" E a distance of 17.15 feet to a point;

Thence S 58°27'51" E a distance of 2.86 feet to a point;

Thence S 31°32'09" W a distance of 125.43 feet to a point;

Thence N 58°49'16" W a distance of 20.00 feet to a point;

Thence N 31°32'09" E a distance of 126.23 feet to the **POINT OF BEGINNING**.

This easement contains 2514 square feet (0.058 acres) and is subject to any other easements existing or in use.

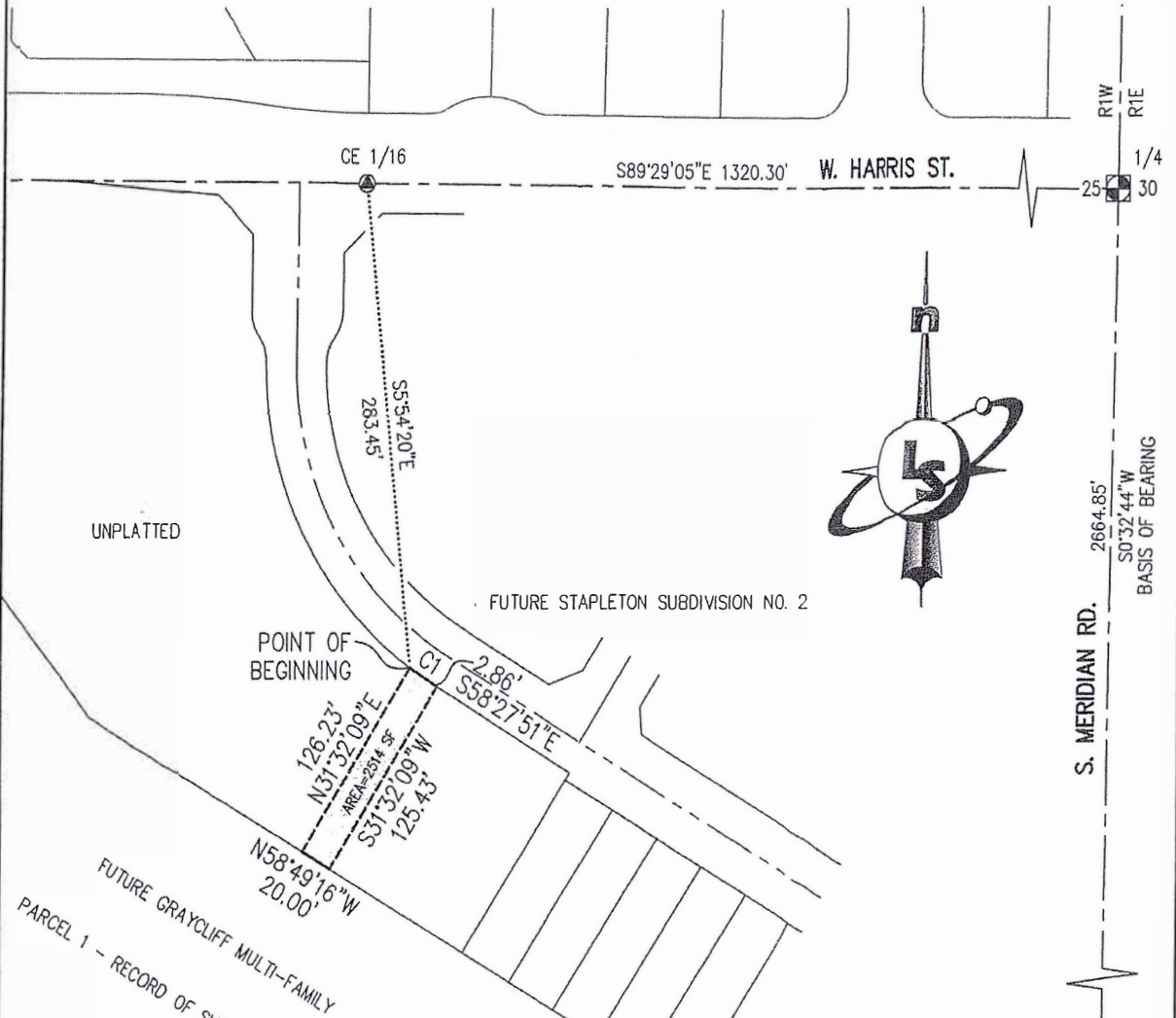
Clinton W. Hansen, PLS
Land Solutions, PC
February 16, 2022



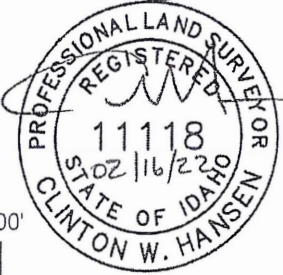
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EXHIBIT B

GRAYCLIFF MULTI-FAMILY EMERGENCY/SECONDARY ACCESS EASEMENT



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	17.16'	218.50'	4°29'57"	S56°12'52"E	17.15'



LandSolutions
 Land Surveying and Consulting
 231 E 5TH ST., STE. A
 MERIDIAN, ID 83642
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Handwritten initials/signature