

FULL RELEASE OF EASEMENT

TYPE OF EASEMENT BEING RELEASED: Emergency Access Easement Agreement

GRANTEE: CITY OF MERIDIAN

GRANTOR: Biltmore Estates LLC INCLUDING SUCCESSORS AND ASSIGNS

WHEREAS, by easement dated July 27, 2021 and recorded as **Instrument Number 2021-130944** in the records of **Ada County, State of Idaho**, an easement of the type and nature set forth in the above-captioned title was granted to the City of Meridian, an Idaho Municipal Corporation, over and across the real property legally described therein.

WHEREAS, the continuance of this easement is no longer necessary or desirable.

NOW, THEREFORE, in consideration of the premises, the said City of Meridian does hereby vacate, relinquish, release and abandon the said rights and easements hereinabove referred to and described, with the intent that the same shall forthwith cease and be extinguished.

IN WITNESS WHEREOF, THE CITY OF MERIDIAN has caused these presents to be executed by its proper officers thereunto duly authorized this 21st day of January, 2025.

CITY OF MERIDIAN

Robert E. Simison, Mayor 1-21-2025

Attest by Chris Johnson, City Clerk 1-21-2025

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

This record was acknowledged before me on 1-21-2025 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature
My Commission Expires: _____

Re-Record to correct Grantor, replacing page 1 - original document with page 1A Change of Grantor and replacing signature page and notary page to reflect correct Grantor.

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.

Re-Record to correct Grantor, replacing page 1 - original document with page 1A Change of Grantor and replacing signature page and notary page to reflect correct Grantor.

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.

Re-Record to correct Grantor, replacing page 1 - original document with page 1A Change of Grantor and replacing signature page and notary page to reflect correct Grantor.

Project Name (Subdivision): Graycliff Estates

Emergency Access Easement

**AMENDED AND RESTATED
EMERGENCY ACCESS EASEMENT AGREEMENT**

This Amended and Restated Emergency Access Easement Agreement is made this 27th day of August, 2021, between **Biltmore Estates LLC**, an Idaho limited liability company, and **L.C. Development, Inc.**, an Idaho corporation, hereinafter collectively referred to as "Grantors," and the **City of Meridian**, an Idaho municipal corporation, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS that certain Emergency Access Easement Agreement entered into between Biltmore Estates, LLC and the City of Meridian was recorded on July 28, 2021 as Ada County Instrument No. 2021-112389 ("Original Easement Agreement");

WHEREAS the Original Easement Agreement inadvertently omitted L.C. Development, Inc. as a Grantor;

WHEREAS Grantors and Grantee desire to enter into this Amended and Restated Emergency Access Easement Agreement to include L.C. Development, Inc. as an additional "Grantor" of the subject;

WHEREAS upon execution and recording, this Amended and Restated Emergency Access Easement Agreement shall amend and replace in its entirety the Original Easement Agreement;

WHEREAS, Grantors are the owners 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, Grantors desire to grant an easement for ingress and egress across those certain parts of Grantors' property defined herein to allow for emergency vehicle access; and

WHEREAS, Grantors shall construct certain improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

GRANTORS do hereby each grant unto Grantee an easement on Grantors' respective real property as described and depicted on Exhibit "A" and 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 Grantors' real property with the free right of access to

AMENDED AND RESTATED EMERGENCY ACCESS EASEMENT, PAGE 1

such real property at any and all times and for the purpose of allowing egress and ingress to and from the real 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, and Grantee's successors and assigns, forever;

GRANTORS hereby covenant and agree 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. GRANTORS hereby covenant and agree that Grantors 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 Grantors shall repair and maintain the access roadway improvements. The easement area shall be maintained 365 days a year, including grading and plowing.

GRANTORS hereby covenant and agree with 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, the 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.

GRANTORS do hereby covenant with Grantee that Grantors are lawfully seized and possessed of the aforementioned and described tracts of land, that Grantors have a good and lawful right to convey said easement, and that Grantors will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have hereunto subscribed Grantors' signatures the day and year first hereinabove written.

GRANTORS:

Biltmore Estates, LLC

By: 
Allen Lee Centers, Manager

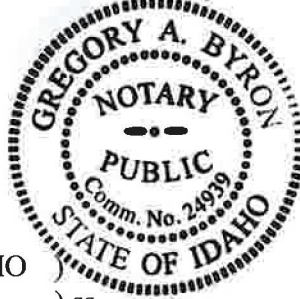
L.C. Development, Inc.

By: 
Allen Lee Centers, President

AMENDED AND RESTATED EMERGENCY ACCESS EASEMENT, PAGE 2

[illegible]

This record was acknowledged before me on August 27th, 2021 by Allen Lee Centers on behalf of **Biltmore Estates, LLC** in the following representative capacity: Manager.




Notary Signature _____
My Commission Expires: 11-13-2025

STATE OF IDAHO)
County of Ada) ss.
)

This record was acknowledged before me on August 27th, 2021 by Allen Lee Centers on behalf of **L.C. Development, Inc.** in the following representative capacity: President.



Notary Signature _____
My Commission Expires: 11-13-2025

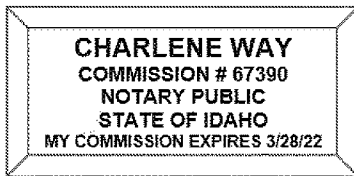

Robert E. Simison, Mayor 7-27-2021

Robert E. Simison, Mayor 7-27-2021

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

[illegible]

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.



Charlene Way
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

