

<p>Project Name (Subdivision/Building Name):</p> <hr/>
<p>Emergency Access Easement Number: _____</p> <p>Identify this Easement by sequential number if Project contains more than one Emergency Access easement. (See Instructions for additional information).</p>

EMERGENCY ACCESS EASEMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__, between _____, 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 82,000 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. The term “structures“ includes, but is not limited to, buildings, trash enclosures, carports, sheds, fences, trees, and shrubs. THE GRANTOR further covenants and agrees there shall be no parking of vehicles within the easement area.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the access roadway improvements.

