

ESMT-2022-0031 Treasure Valley Hospital
Silverstone Campus
Sanitary Sewer and Water Main Easement No. 2

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement, made this 27th day of September 2022 between
Treasure Valley Hospital Limited Partnership ("Grantor") and the City of Meridian, an Idaho
Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer and water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water is to be provided for through underground pipelines to be constructed by others; and

WHEREAS, it will be necessary to maintain and service said pipelines from time to time by the Grantee;

NOW, THEREFORE, in consideration of the benefits to be received by the Grantor, and other good and valuable consideration, the Grantor does hereby give, grant and convey unto the Grantee the right-of-way for an easement for the operation and maintenance of sanitary sewer and water mains over and across the following described property:

(SEE ATTACHED EXHIBITS A and B)

The easement hereby granted is for the purpose of construction and operation of sanitary sewer and water mains and their allied facilities, together with their maintenance, repair and replacement at the convenience of the Grantee, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, its successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance, Grantee shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, Grantee shall not be responsible for repairing, replacing or restoring anything placed within the area described in this easement that was placed there in violation of this easement.

THE GRANTOR covenants and agrees that Grantor 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.

THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and 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 Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and that Grantor has a good and lawful right to convey said easement, and that Grantor will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

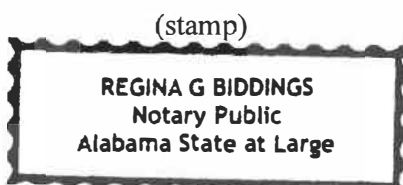
IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR:

2nd Turk

STATE OF Alabama
) ss
County of Jefferson

This record was acknowledged before me on 9/7/2022 (date) by Ladd Mark (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on behalf of Treasure Valley Hospital LP (name of entity on behalf of whom record was executed), in the following representative capacity: OFFICER (type of authority such as officer or trustee)



Regina G. Biddings
Notary Signature
My Commission Expires: 1/11/2025

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor 9-27-2022

Attest by Chris Johnson, City Clerk 9-27-2022

STATE OF IDAHO,)
 ss.
County of Ada)

This record was acknowledged before me on 9-27-2022 (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: _____



August 4, 2022
Project No.: 121151

EXHIBIT "A"

**TREASURE VALLEY HOSPITAL-SILVERSTONE CAMPUS
SEWER AND WATER EASEMENT DESCRIPTIONS**

WATER EASEMENT NO. 1

An easement located in Parcel "A" of Silverstone Campus Subdivision, as same is shown on the Record of Survey No. 13322, Instrument No. 2022-022763, Ada County Records, being located in the East Half of the Northwest Quarter of Section 21, Township 3, North, Range 1 East, Boise Meridian, City of Meridian, Ada County Idaho, being more particularly described as follows:

Commencing at the Northwest corner of Parcel "A" of Silverstone Campus Subdivision, as shown on said Record of Survey No. 13322;

Thence South 00° 13' 16" West, a distance of 39.30 feet on the westerly boundary of said Parcel "A" to a point of curve;

Thence 7.58 feet on the arc of a curve to the right, said curve having a radius of 127.00 feet, a central angle of 03° 25' 08", a chord bearing of South 01° 55' 51" West, and a chord length of 7.58 feet on the westerly boundary of said Parcel "A" to the POINT OF BEGINNING;

Thence South 78° 39' 00" East, a distance of 15.43 feet;

Thence South 11° 21' 00" West, a distance of 20.00 feet;

Thence North 78° 39' 00" West, a distance of 14.31 feet to a point of curve on the westerly boundary of said Parcel "A";

Thence 20.05 feet on the arc of a curve to the left, said curve having a radius of 127.00 feet, a central angle of 09° 02' 47", a chord bearing of North 08° 09' 49" East, and a chord length of 20.03 feet to the POINT OF BEGINNING.

TOGETHER WITH:

SEWER EASEMENT

An easement located in Parcel "A" of Silverstone Campus Subdivision, as same is shown on the Record of Survey No. 13322, Instrument No. 2022-022763, Ada County Records, being located in the East Half of the Northwest Quarter of Section 21, Township 3, North, Range 1 East, Boise Meridian, City of Meridian, Ada County Idaho, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel "A" of Silverstone Campus Subdivision as shown on said Record of Survey No. 13322 and being on the easterly right of way line of South Jade Street;

Thence North 47° 15' 42" East, a distance of 29.72 feet on the westerly boundary of said Parcel "A" to a point of curve;

Thence 53.71 feet on the arc of a curve to the left, said curve having a radius of 127.00 feet, a central angle of 24° 13' 58", a chord bearing of North 35° 08' 42" East, and a chord length of 53.31 feet on the westerly boundary of said Parcel "A" to the POINT OF BEGINNING;

Thence continuing on said curve, 20.02 feet on the arc of a curve to the left, said curve having a radius of 127.00 feet, a central angle of 09° 02' 01", a chord bearing of North 18° 30' 42" East, and a chord length of 20.00 feet;

Thence leaving the westerly boundary of Parcel "A", South 70° 29' 40" East, a distance of 12.81 feet;

Thence South 19° 30' 20" West, a distance of 20.00 feet;

Thence North 70° 29' 40" West, a distance of 12.46 feet to the POINT OF BEGINNING.

TOGETHER WITH:

WATER EASEMENT NO. 2

An easement located in Parcel "A" of Silverstone Campus Subdivision, as same is shown on the Record of Survey No. 13322, Instrument No. 2022-022763, Ada County Records, being located in the East Half of the Northwest Quarter of Section 21, Township 3, North, Range 1 East, Boise Meridian, City of Meridian, Ada County Idaho, being more particularly described as follows:

Commencing at the Northwest corner of said Parcel "A" of said Silverstone Campus Subdivision as shown on said Record of Survey No. 13322 and being on the easterly right of way line of South Jade Street;

Thence South 89° 13' 46" East, a distance of 358.84 feet on the northerly boundary of said Parcel "A";

Thence South 00° 46' 14" West, a distance of 67.15 feet on the north-south boundary line;

Thence South 89° 13' 46" East, a distance of 284.50 feet on the northerly boundary line;

Thence leaving the northerly boundary line, South 00° 46' 14" East, a distance of 5.00 feet to a point of curve, said point being the POINT OF BEGINNING;

Thence 13.86 feet on the arc of a curve to the left, said curve having a radius of 322.00 feet, a central angle of 02° 27' 58", a chord bearing of South 01° 25' 18" West, and a chord length of 13.86 feet;

Thence South 00° 11' 21" West, a distance of 0.51 feet;

Thence South 45° 16' 06" West, a distance of 36.63 feet;

Thence North 89° 13' 46" West, a distance of 175.47 feet;

Thence South 00° 46' 14" West, a distance of 79.45 feet;

Thence North 89° 13' 46" West, a distance of 20.00 feet;

Thence North 00° 46' 14" East, a distance of 99.45 feet;

Thence South 89° 13' 46" East, a distance of 187.09 feet;

Thence North 45° 16' 06" East, a distance of 28.74 feet;

Thence South 89° 13' 46" East, a distance of 14.07 feet to the POINT OF BEGINNING.

PREPARED BY:

The Land Group, Inc.

James R. Washburn



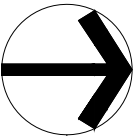
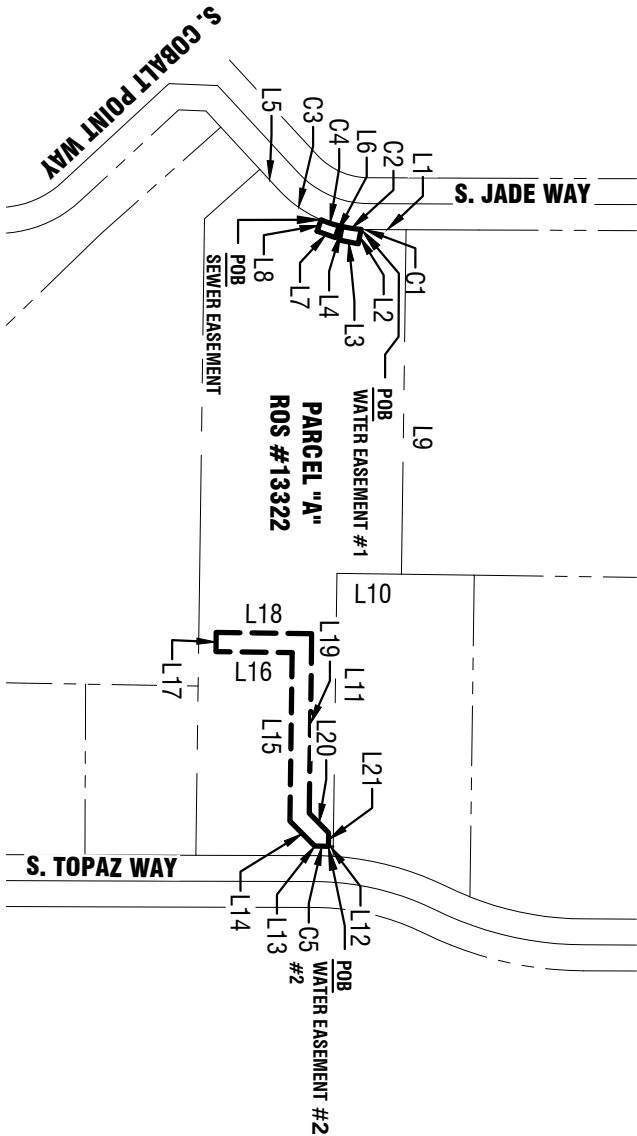
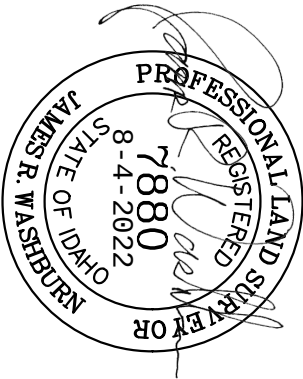


Exhibit "B"

Horizontal Scale: 1" = 200'

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	7.58'	127.00'	3°25'08"	S01°55'51"W	7.58'
C2	20.05'	127.00'	9°02'47"	N08°09'49"E	20.03'
C3	53.71'	127.00'	24°13'58"	N35°08'42"E	53.31'
C4	20.02'	127.00'	9°02'01"	N18°30'42"E	20.00'
C5	13.86'	322.00'	2°27'58"	S01°25'18"W	13.86'



Line Table		
LINE	BEARING	LENGTH
L1	S00°13'16"W	39.30'
L2	S78°39'00"E	15.43'
L3	S11°21'00"W	20.00'
L4	N78°39'00"W	14.31'
L5	N47°15'42"E	29.72'
L6	S70°29'40"E	12.81'
L7	S19°30'20"W	20.00'
L8	N70°29'40"W	12.46'
L9	S89°13'46"E	358.84'
L10	S00°46'14"W	67.15'
L11	S89°13'47"E	284.50'
L12	S00°46'14"W	5.00'
L13	S00°11'21"W	0.51'
L14	S45°16'06"W	36.63'
L15	N89°13'46"W	175.47'
L16	S00°46'14"W	79.45'
L17	N89°13'46"W	20.00'
L18	N00°46'14"E	99.45'
L19	S89°13'46"E	187.09'
L20	N45°16'06"E	28.74'
L21	S89°13'46"E	14.07'



Project No.: 121151
 Date of Issuance: August 4, 2022

