

Project Name or Subdivision Name:

StudioRes Hotel - 2950 Jewell St.

Water Main Easement Number: 01

Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

For Internal Use Only ESMT-2025-0105

Record Number: \_\_\_\_\_

### **WATER MAIN EASEMENT**

THIS Easement Agreement made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between  
TGC Meridian, LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

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

WHEREAS , the water main 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 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 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 shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

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.

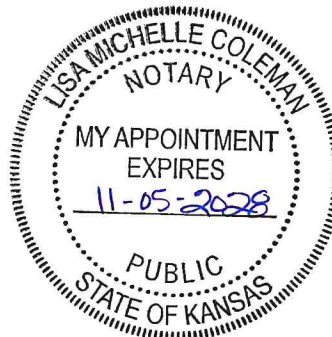
GRANTOR: TGC Meridian, LLC

STATE OF ~~IDAHO~~ )  
                  KANSAS ) ss  
County of ~~Ada~~ )  
                  Sedgwick

This record was acknowledged before me on Aug. 20<sup>th</sup>, 2028 (date) by Nicholas J. Esterline (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 TGC Meridian, LLC (name of entity on behalf of whom record was executed), in the following representative capacity: managing member (type of authority such as officer or trustee)

Notary Stamp Below

Lisa Michelle Coleman  
Notary Signature  
My Commission Expires: 11-5-2028



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 Stamp Below

\_\_\_\_\_  
Notary Signature  
My Commission Expires: \_\_\_\_\_

August 19, 2025

**Exhibit "A"**

**Project Name: StudioRes Hotel - Jewell Street Water Easement**

**Water Easement Number: 01**

***EASEMENT AREA 1:***

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at the North Quarter Corner of Section 8, Township 3 North, Range 1 East, Boise Meridian, from which the Center Quarter Corner of said Section 8 bears South 00°31'12" West, 2653.05 feet;

Thence, along said section line, South 00°31'12" West, 324.49 feet;

Thence, leaving said section line, South 89°35'15" East, 1555.48 feet to the Northwest Corner of Lot 8, Block 1 of the Treasure Valley Business Center, Phase 1, recorded in Book 53 of Plats, Pages 4790-4792, Ada County Records;

Thence, along the West line of said Lot 8, South 0°24'45" West, 285.00 feet to the Southwest Corner of said Lot 8;

Thence South 89°35'15" East, 165.06 feet to a point herein after known as POINT "A";

Thence North 00°56'24" West, 10.00 feet;

Thence South 89°35'15" East, 20.01 feet;

Thence South 00°56'24" East, 10.00 feet;

Thence North 89°35'15" West, 20.01 feet to the aforementioned POINT "A".

Containing 200 Sq. Ft. or 0.005 Acre.

***EASEMENT AREA 2:***

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at the North Quarter Corner of Section 8, Township 3 North, Range 1 East, Boise Meridian, from which the Center Quarter Corner of said Section 8 bears South 00°31'12" West, 2653.05 feet;

Thence, along said section line, South 00°31'12" West, 324.49 feet;

Thence, leaving said section line, South 89°35'15" East, 1555.48 feet to the Northwest Corner of Lot 8, Block 1 of the Treasure Valey Business Center, Phase 1, recorded in Book 53 of Plats, Pages 4790-4792, Ada County Records;

Thence, along the West line of said Lot 8, South 0°24'45" West, 285.00 feet to the Southwest Corner of said Lot 8;

Thence South 89°35'15" East, 264.77 feet to a point herein after known as POINT "B":

Thence North 00°24'59" East, 12.74 feet;

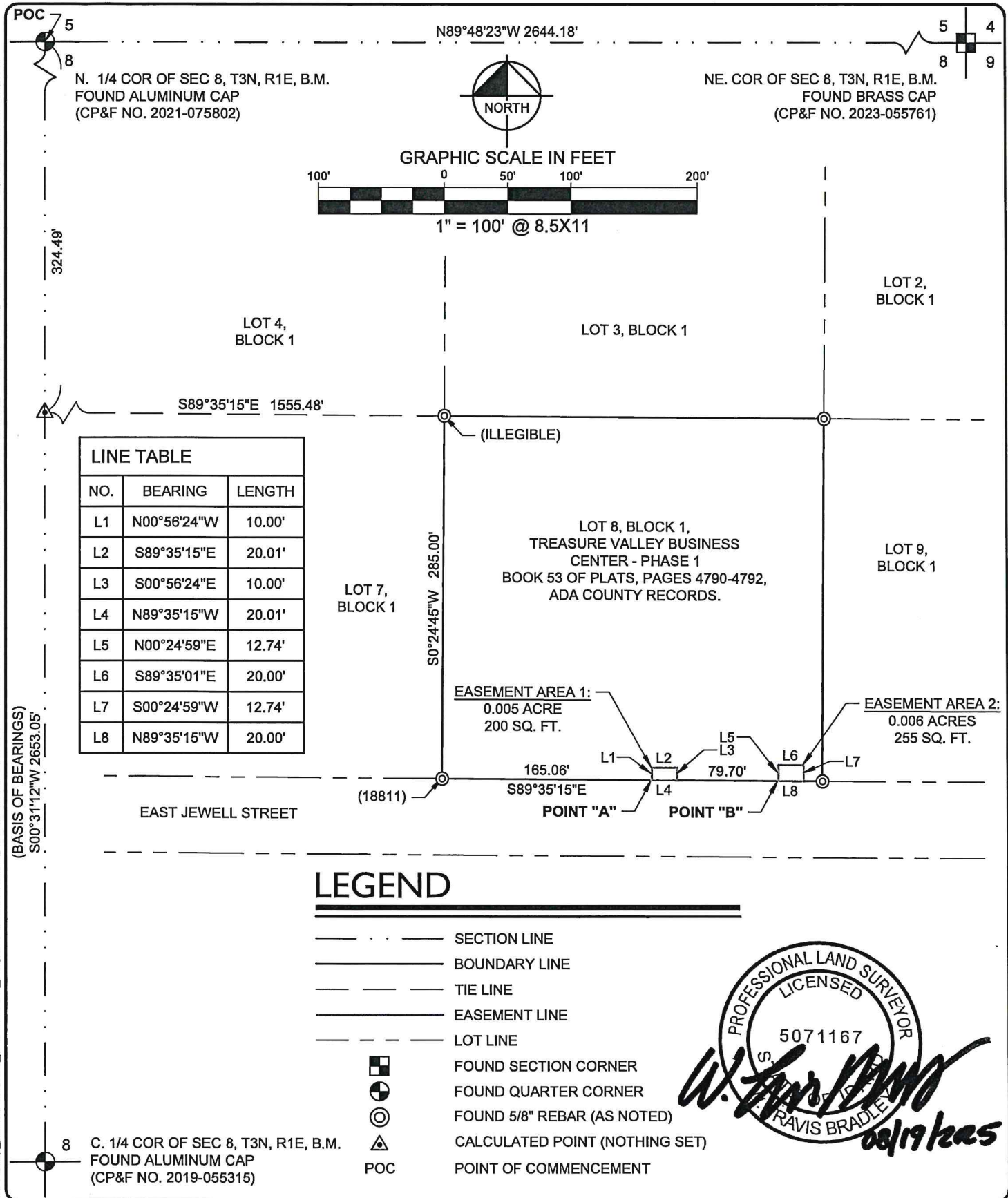
Thence South 89°35'01" East, 20.00 feet;

Thence South 00°24'59" West, 12.74 feet;

Thence North 89°35'15" West, 20.00 feet to the aforementioned POINT "B".

Containing 255 Sq. Ft. or 0.006 Acre.





**Kimley»Horn**

1100 W. IDAHO STREET  
SUITE 210  
BOISE, IDAHO 83702  
PHONE: (208) 297-2885  
www.kimley-horn.com

PROJECT:

STUDIORES HOTEL  
JEWELL STREET  
WATER EASEMENT NUMBER: 01

TITLE:

EXHIBIT "B"

JOB NO.: 193204000

SCALE: 1" = 100'

DATE: 2025\_08\_19

SHEET:

SHEET 3 OF 3