Project Name or Subdivision Name:

Centrepoint Apartments

Water Main Easement Number: 1

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
Record Number: ESMT-2026-0121

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20____ between RG Centrepoint 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:
RG Centrepoint LLC

STATE OF ~~IDAHO~~ Colorado)
) ss
County of ~~Ada~~ Denver)

This record was acknowledged before me on 6/3/26 (date) by David Klebba (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 RG Centrepoint LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Managing Director (type of authority such as officer or trustee)

Notary Stamp Below

OLIVIA HEIT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194035118
MY COMMISSION EXPIRES SEPTEMBER 13, 2027

Notary Signature
My Commission Expires: 09/13/27

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:_____

EXHIBIT A

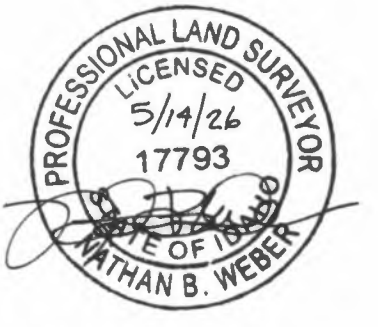
LEGAL DESCRIPTION

A CITY OF MERIDIAN WATER EASEMENT LOCATED IN SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, MERIDIAN CITY, ADA COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5 AS RECORDED BY INSTRUMENT NUMBER 113077810 ON THE RECORDS OF ADA COUNTY, AND RUNNING THENCE SOUTH 89°39'20" WEST 418.12 FEET ALONG THE NORTH SECTION LINE OF SAID SECTION 5, THENCE SOUTH 0°20'40" EAST 568.75 FEET, TO THE POINT OF BEGINNING;

THENCE SOUTH 68°20'39" EAST 20.00 FEET;
THENCE SOUTH 21°39'21" WEST 34.90 FEET;
THENCE SOUTH 69°17'30" EAST 121.46 FEET;
THENCE NORTH 07°57'30" EAST 20.95 FEET;
THENCE SOUTH 82°02'30" EAST 20.00 FEET;
THENCE SOUTH 07°57'30" WEST 21.34 FEET;
THENCE SOUTH 82°02'30" EAST 42.36 FEET;
THENCE NORTH 85°12'30" EAST 63.17 FEET;
THENCE SOUTH 21°59'09" WEST 23.72 FEET;
THENCE NORTH 04°47'30" WEST 1.17 FEET;
THENCE SOUTH 85°12'30" WEST 54.72 FEET;
THENCE NORTH 82°02'30" WEST 65.11 FEET;
THENCE NORTH 69°17'30" WEST 145.79 FEET;
THENCE NORTH 21°39'21" EAST 55.23 FEET, TO THE POINT OF BEGINNING;

CONTAINS 6,461 SQUARE FEET OR 0.148 ACRES

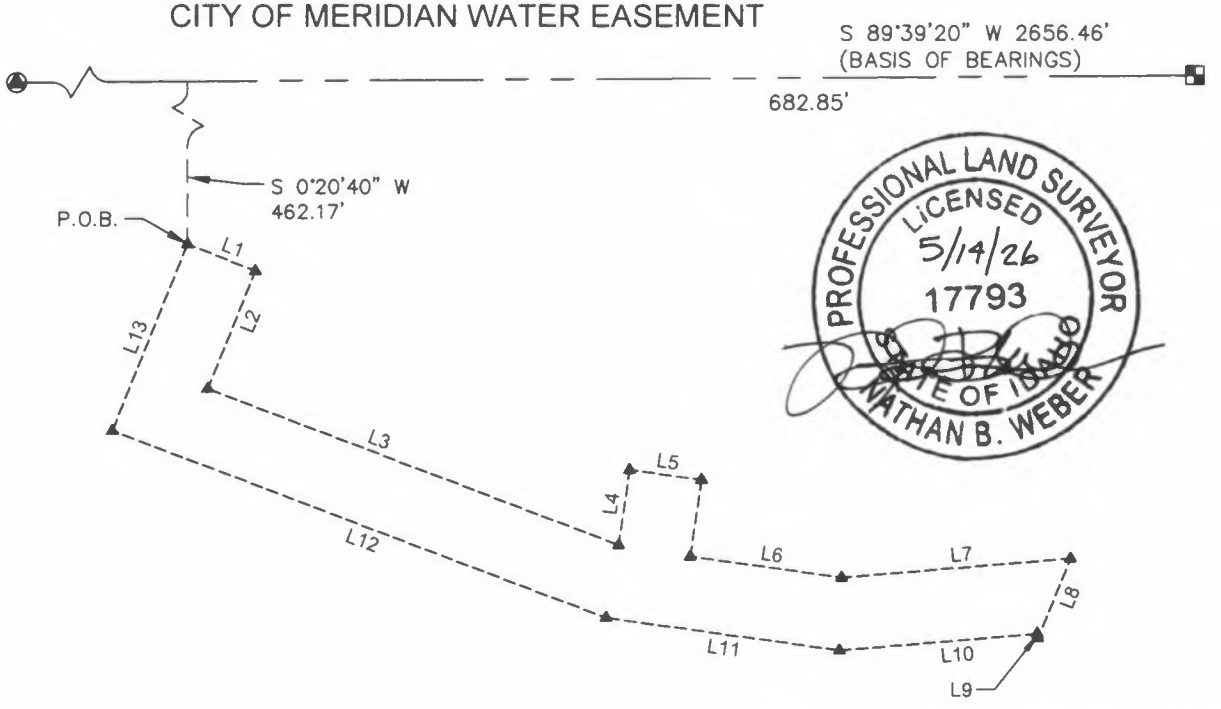


DIAMOND LAND SURVEYING

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	SDD	NW	05/13/2026	21-305	1 OF 2

EXHIBIT B

CITY OF MERIDIAN WATER EASEMENT



PROFESSIONAL LAND SURVEYOR
LICENSED
5/14/26
17793
STATE OF IDAHO
NATHAN B. WEBER

Line Table		
Line #	Length	Direction
L1	20.00'	S 68°20'39" E
L2	34.90'	S 21°39'21" W
L3	121.46'	S 69°17'30" E
L4	20.95'	N 07°57'30" E
L5	20.00'	S 82°02'30" E
L6	42.36'	S 82°02'30" E
L7	63.17'	N 85°12'30" E
L8	23.72'	S 21°59'09" W
L9	1.17'	N 04°47'30" W
L10	54.72'	S 85°12'30" W
L11	65.11'	N 82°02'30" W
L12	145.79'	N 69°17'30" W
L13	55.23'	N 21°39'21" E

LEGEND

- SECTION LINE
- EASEMENT LINE
- TIE LINE
- CALCULATED POINT
- P.O.B. — POINT OF BEGINNING
- N 1/4 COR OF SEC 5, T3N, R1E, B.M. (CP&F 2015-053361)
- NORTHEAST COR SEC 5 T3N, R1E, B.M. (CP&F 113077810)

NORTH

DIAMOND LAND SURVEYING

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	SDD	NW	05/13/2026	21-305	2 OF 2