Project Name or Subdivision Name:

Centrepoint Apartments

Water Main Easement Number: 3

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-2026-0208

WATER MAIN EASEMENT

THIS Easement Agreement made this 11 day of September 2026 between JMB Legacy Properties, LLC, a California limited liability company ("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. The easement rights granted herein are limited to the public water main and customary water-system appurtenances shown on the final City-approved plans for the Centrepoint Apartments project, within the easement area described on Exhibits A and B. This easement does not grant rights for sewer, storm drain, electrical, communication, irrigation, or other utility facilities, nor does it authorize a material relocation, material enlargement, or additional water main outside the easement area described on Exhibits A and B without Grantor's prior written consent.

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. Grantee shall use reasonable efforts to minimize interference with Grantor's use of the adjacent property when performing work within

the easement area. Except in an emergency, Grantee shall provide reasonable prior notice before entering upon the easement area for planned maintenance, repair, or replacement work.

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. Notwithstanding the foregoing, Grantor reserves the right to use the easement area for any purpose that does not materially interfere with Grantee's use, operation, maintenance, repair, or replacement of the water facilities, including paving, parking, landscaping, and other noninterfering uses.

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. Upon Grantor's written request, Grantee shall execute and record a reasonable instrument confirming such termination as to the affected portion of the easement.

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, subject to all matters of record, and that Grantor will warrant and forever defend the title and quiet possession thereof against the lawful claims of persons claiming by, through, or under Grantor, and not otherwise.

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.

[counterpart signature pages follow]

COUNTERPART SIGNATURE PAGE

GRANTOR: JMB LEGACY PROPERTIES, LLC

Patricia Lund, Non-Equity Manager

STATE OF IDAHO)
) ss
County of Gooding)

This record was acknowledged before me on 9/11, 2026 by Patricia Lund as Non-Equity Manager of JMB Legacy Properties, LLC, a California limited liability company.

BECKY ALLRED
NOTARY PUBLIC
STATE OF IDAHO
Comm. No. 21149

Becky Allred
Notary Public
My commission expires: 9/28/2029

COUNTERPART SIGNATURE PAGE

Kerry Seidenglanz, Non-Equity Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

County of Los Angeles)

On 9/23/26, 2026, before me, Troy Stairs personally appeared Kerry Seidenglanz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TROY STAIRS
Notary Public - California
Los Angeles County
Commission # 2539012
My Comm. Expires Dec 13, 2029

Notary Public
My commission expires: 12/13/29

COUNTERPART SIGNATURE PAGE

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.

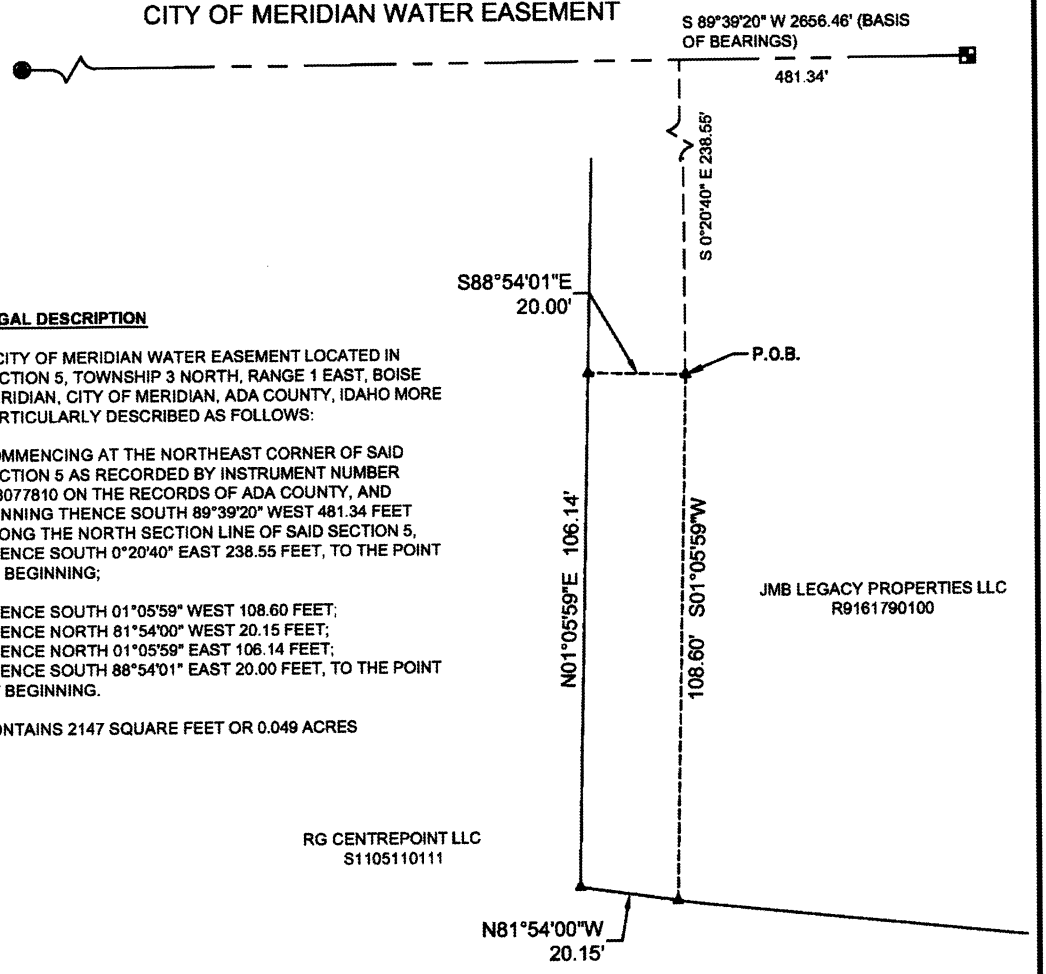
Notary Stamp Below

_____

Notary Signature
My Commission Expires:_____

EXHIBIT A & EXHIBIT B

CITY OF MERIDIAN WATER EASEMENT



LEGAL DESCRIPTION

A CITY OF MERIDIAN WATER EASEMENT LOCATED IN SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF MERIDIAN, 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 481.34 FEET ALONG THE NORTH SECTION LINE OF SAID SECTION 5, THENCE SOUTH 0°20'40" EAST 238.55 FEET, TO THE POINT OF BEGINNING;

THENCE SOUTH 01°05'59" WEST 108.60 FEET;
THENCE NORTH 81°54'00" WEST 20.15 FEET;
THENCE NORTH 01°05'59" EAST 106.14 FEET;
THENCE SOUTH 88°54'01" EAST 20.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 2147 SQUARE FEET OR 0.049 ACRES

PROFESSIONAL LAND SURVEYOR LICENSED 08/13/2026 17793 STATE OF IDAHO JONATHAN B. WEBER

LEGEND

- SECTION LINE
- EASEMENT LINE
- BOUNDARY 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" = 30'	JCB	NW	08/12/2026	21-305	1 OF 1