

Project Name or Subdivision Name:

Dayspring Subdivision No. 1

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
Record Number: ESMT-2026-0178

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20____ between
Magnolia East Dayspring Owner, 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

ACKNOWLEDGMENT

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 orange

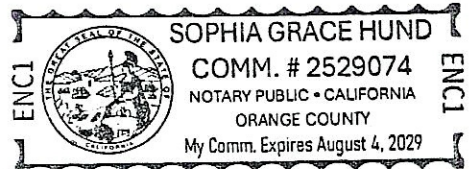
On August 3, 2016 before me, Sophia Grace Hund, notary public
(insert name and title of the officer)

personally appeared Daniel McCann
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature _____ (Seal)



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 Descriptions – City of Meridian Water Easements
Dayspring Subdivision No. 1

Easements being over portions of the E1/2 of the NW1/4 of Section 4, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, and more particularly described as follows:

EASEMENT A

Commencing at an Aluminum Cap monument marking the northwest corner of said E1/2 of the NW1/4, from which an Aluminum Cap monument marking the northeast corner of said E1/2 of the NW1/4 bears S 89°19'04" E a distance of 1319.17 feet;

Thence along the northerly boundary of said E1/2 of the NW1/4 S 89°19'04" E a distance of 210.24 feet to a point;

Thence S 0°40'56" W a distance of 718.73 feet to the **POINT OF BEGINNING**;

Thence S 0°49'28" W a distance of 20.00 feet to a point;

Thence N 89°10'32" W a distance of 25.12 feet to a point;

Thence N 0°49'28" E a distance of 20.00 feet to a point;

Thence S 89°10'32" E a distance of 25.12 feet to the **POINT OF BEGINNING**.

Said Easement A contains 502 square feet (0.012 acres) and is subject to any other easements existing or in use.

EASEMENT B

Commencing at an Aluminum Cap monument marking the northwest corner of said E1/2 of the NW1/4, from which an Aluminum Cap monument marking the northeast corner of said E1/2 of the NW1/4 bears S 89°19'04" E a distance of 1319.17 feet;

Thence along the northerly boundary of said E1/2 of the NW1/4 S 89°19'04" E a distance of 283.20 feet to a point;

Thence S 0°40'56" W a distance of 763.00 feet to the **POINT OF BEGINNING**;

Thence S 0°51'12" W a distance of 26.72 feet to a point;

Thence N 89°10'15" W a distance of 15.58 feet to a point;

Thence S 0°51'12" W a distance of 7.11 feet to a point;

Thence N 89°08'48" W a distance of 20.00 feet to a point;

Thence N 0°51'12" E a distance of 20.73 feet to a point;

Thence S 89°10'27" E a distance of 22.49 feet to a point;

Thence N 45°49'34" E a distance of 18.52 feet to the **POINT OF BEGINNING**.

Said Easement B contains 713 square feet (0.016 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
July 31, 2026

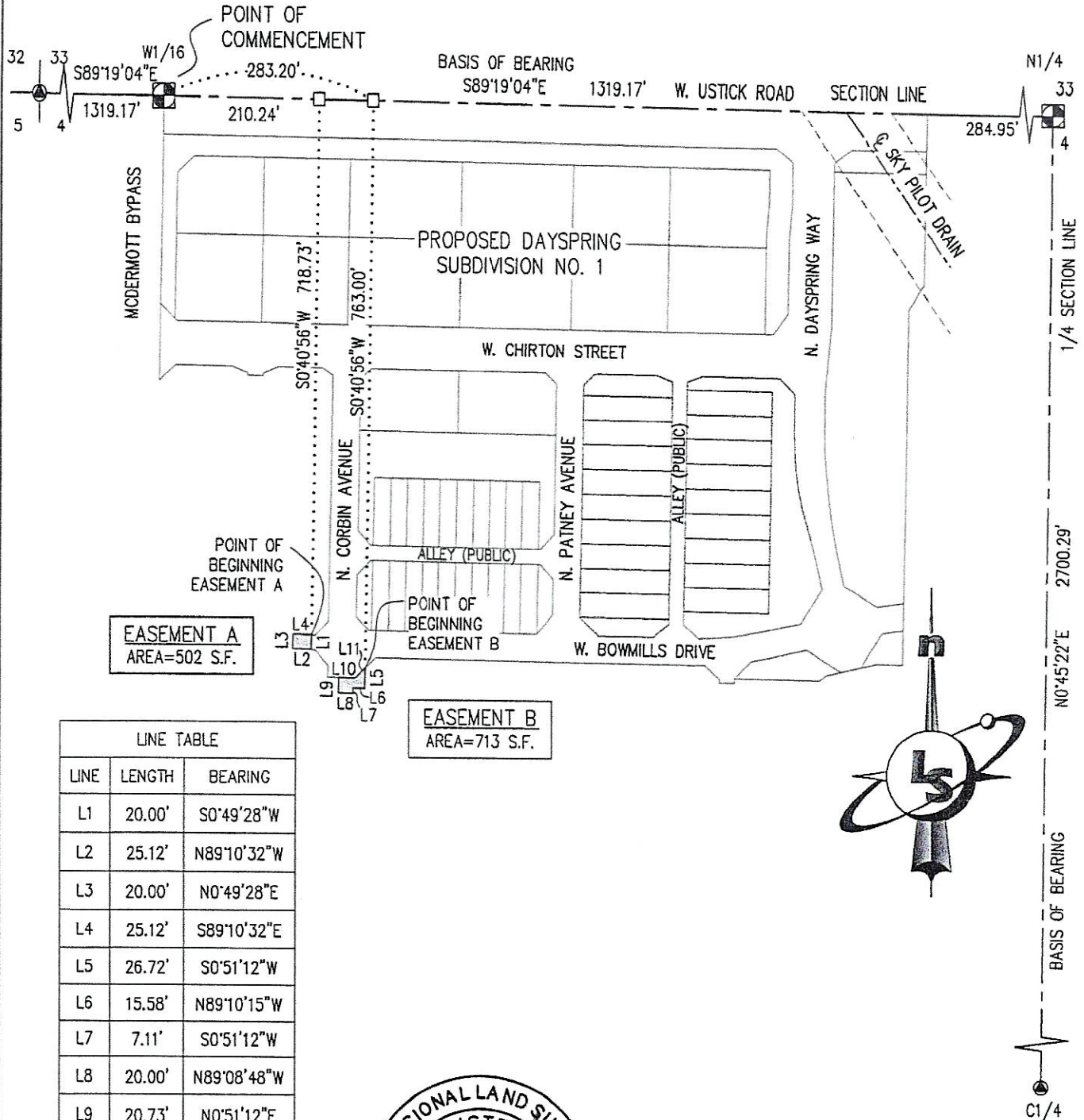


EXHIBIT B

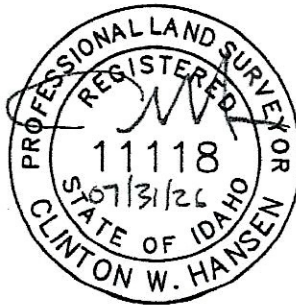
DAYSPRING SUBDIVISION NO. 1 - CITY OF MERIDIAN

WATER EASEMENTS - EXHIBIT

LOCATED IN THE NW 1/4 OF SECTION 4, T3N, R1W, BM, ADA COUNTY, IDAHO



LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00'	S0°49'28"W
L2	25.12'	N89°10'32"W
L3	20.00'	N0°49'28"E
L4	25.12'	S89°10'32"E
L5	26.72'	S0°51'12"W
L6	15.58'	N89°10'15"W
L7	7.11'	S0°51'12"W
L8	20.00'	N89°08'48"W
L9	20.73'	N0°51'12"E
L10	22.49'	S89°10'27"E
L11	18.52'	N45°49'34"E



LandSolutions
Land Surveying and Consulting

231 E. 5TH ST.
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz