

Project Name or Subdivision Name:

Dayspring Subdivision No. 2

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-2026-0197

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

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: MAGNOLIA EAST DAYSPRING OWNER, LLC



STATE OF CALIFORNIA)
) ss
County of Orange)

This record was acknowledged before me on _____ (date) by Daniel McCann
(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 Magnolia East Dayspring Owner, LLC
(name of entity on behalf of whom record was executed), in the following representative
capacity: President (type of authority such as officer or trustee)

Notary Stamp Below

Notary Signature
My Commission Expires: _____

See the Attached CA.

☒ Acknowledgment or
☐ Jurat Form

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 8/14/2026 before me, Andrew Suh, Notary Public
(insert name and title of the officer)

personally appeared Daniel McGinn
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.

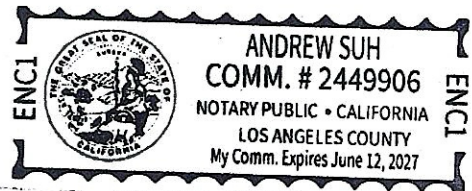
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Suh

(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 Easement
Dayspring Subdivision No. 2

An easement being over a portion 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 strip of land being 30.00 feet in width, left of and adjacent to the following described easement line:

Commencing at an Aluminum Cap monument marking the northeast corner of said NW1/4, from which a 5/8" diameter rebar marking the southeast corner of said NW1/4 bears S 0°45'22" W a distance of 2700.29 feet;

Thence S 25°35'07" W a distance of 1941.52 feet to the **BEGINNING POINT** of said easement line;

Thence N 89°05'35" W a distance of 20.00 feet to the **ENDING POINT** of said easement line.

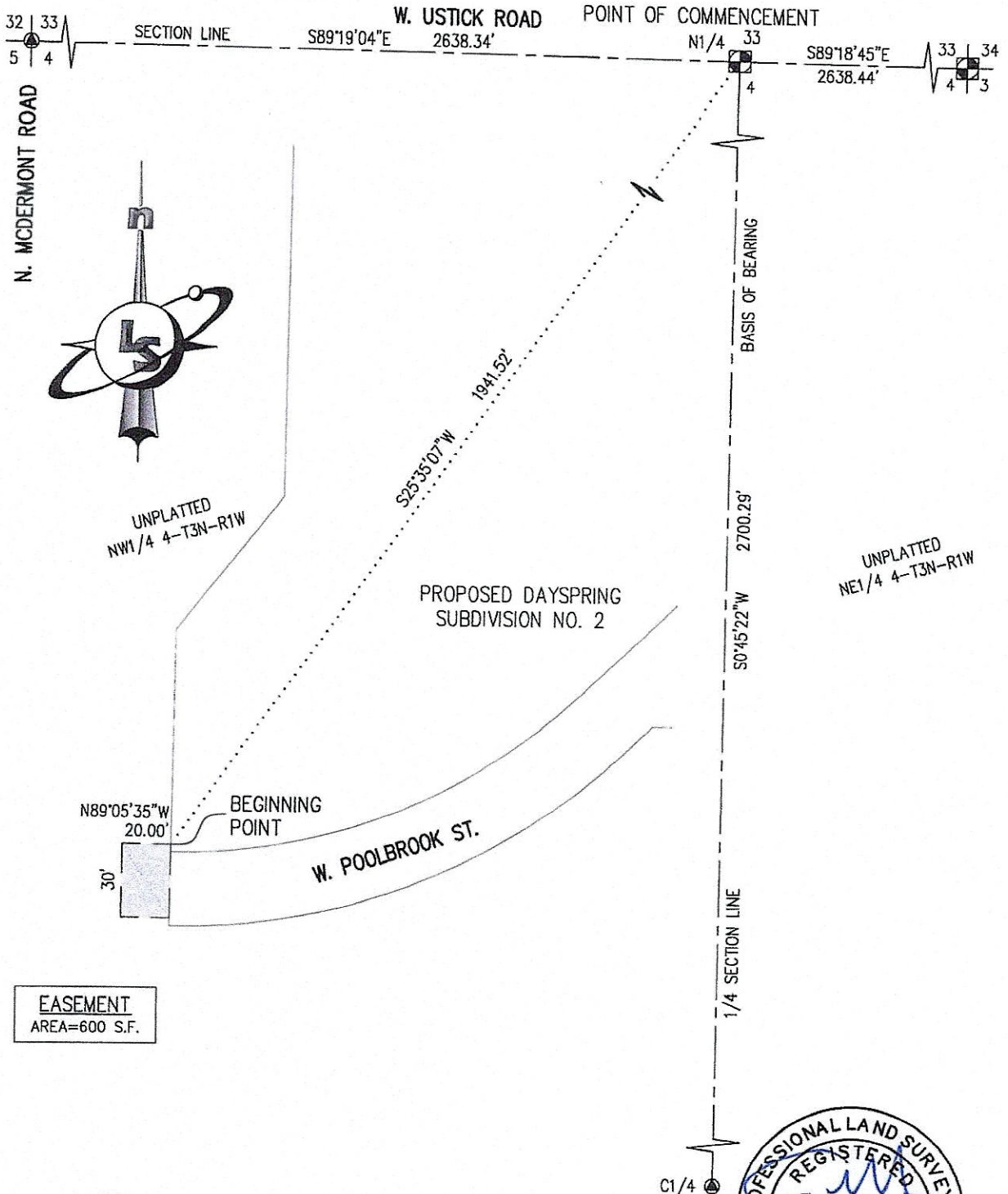
Said easement contains 600 square feet (0.014 acres) and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
April 16, 2026



EXHIBIT B

DAYSPRING SUBDIVISION NO. 2 CITY OF MERIDIAN WATER EASEMENT - EXHIBIT LOCATED IN THE NW 1/4 OF SECTION 4, T3N, R1W, BM, ADA COUNTY, IDAHO



EASEMENT
AREA=600 S.F.

LandSolutions
Land Surveying and Consulting

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