

Project Name or Subdivision Name:

Dayspring Subdivision No. 1

For Internal Use Only

Record Number: ESMT-2026-0175

PEDESTRIAN PATHWAY 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");

WITNESSETH:

WHEREAS, Grantor is the owner of real property on portions of which the City of Meridian desires to establish a public pathway; and

WHEREAS, the Grantor desires to grant an easement to establish a public pathway and provide connectivity to present and future portions of the pathway; and

WHEREAS, Grantor shall construct the pathway improvements upon the easement described herein; and

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee an easement on the following property, described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein.

THE EASEMENT hereby granted is for the purpose of providing a public pedestrian pathway easement for multiple-use non-motorized recreation, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, said easement unto said Grantee, its successors and assigns forever.

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 shrubs.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the pathway improvements.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street,

then, to such extent such 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 it is lawfully seized and possessed of the aforementioned and described tract of land, and that it has a good and lawful right to convey said easement, and that it will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto subscribed its signature the day and year first hereinabove written.

GRANTOR:



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

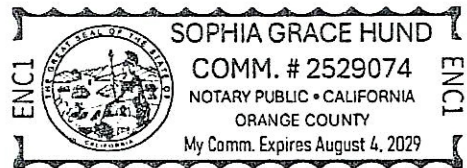
On August 3, 2016 before me, Sophia Grace Hund, notary public
(insert name and title of the officer)

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 Description
City of Meridian Pathway Easements
Dayspring Subdivision No. 1

Easement being over a portion of the 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

Commencing at an Aluminum Cap monument marking the northeast corner of NW1/4 of said Section 4, from which an Aluminum Cap monument marking the northwest corner of the NW1/4 of said Section 4 bears N 89°19'04" W a distance of 2638.34 feet;

Thence S 52°51'03" W a distance of 362.07 feet to the **POINT OF BEGINNING**;

Thence S 0°56'45" W a distance of 7.32 feet to a point;

Thence S 31°37'51" W a distance of 8.54 feet to a point;

Thence N 34°09'55" W a distance of 109.03 feet to the beginning of a tangential curve;

Thence a distance of 36.48 feet along the arc of a 38.00 foot radius curve left, said curve having a central angle of 55°00'36" and a long chord bearing N 61°40'14" W a distance of 35.10 feet to a point of tangency;

Thence N 89°10'32" W a distance of 26.20 feet to a point;

Thence N 0°49'28" E a distance of 12.00 feet to a point;

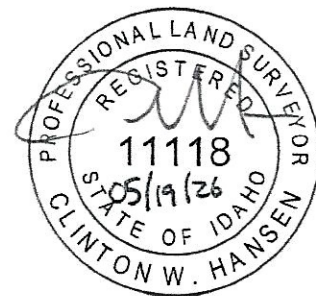
Thence S 89°10'32" E a distance of 26.20 feet to the beginning of a tangential curve;

Thence a distance of 48.01 feet along the arc of a 50.00 foot radius curve right, said curve having a central angle of 55°00'36" and a long chord bearing S 61°40'14" E a distance of 46.18 feet to a point of tangency;

Thence S 34°09'55" E a distance of 99.54 feet to the **POINT OF BEGINNING**.

Said Easement contains 2,089 square feet and is subject to any other easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
May 19, 2026



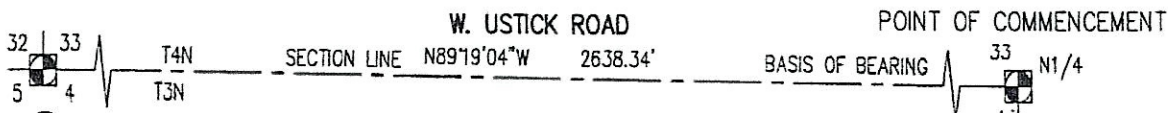
LandSolutions
Land Surveying and Consulting

EXHIBIT B

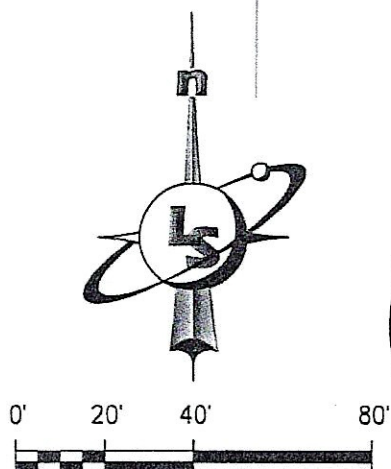
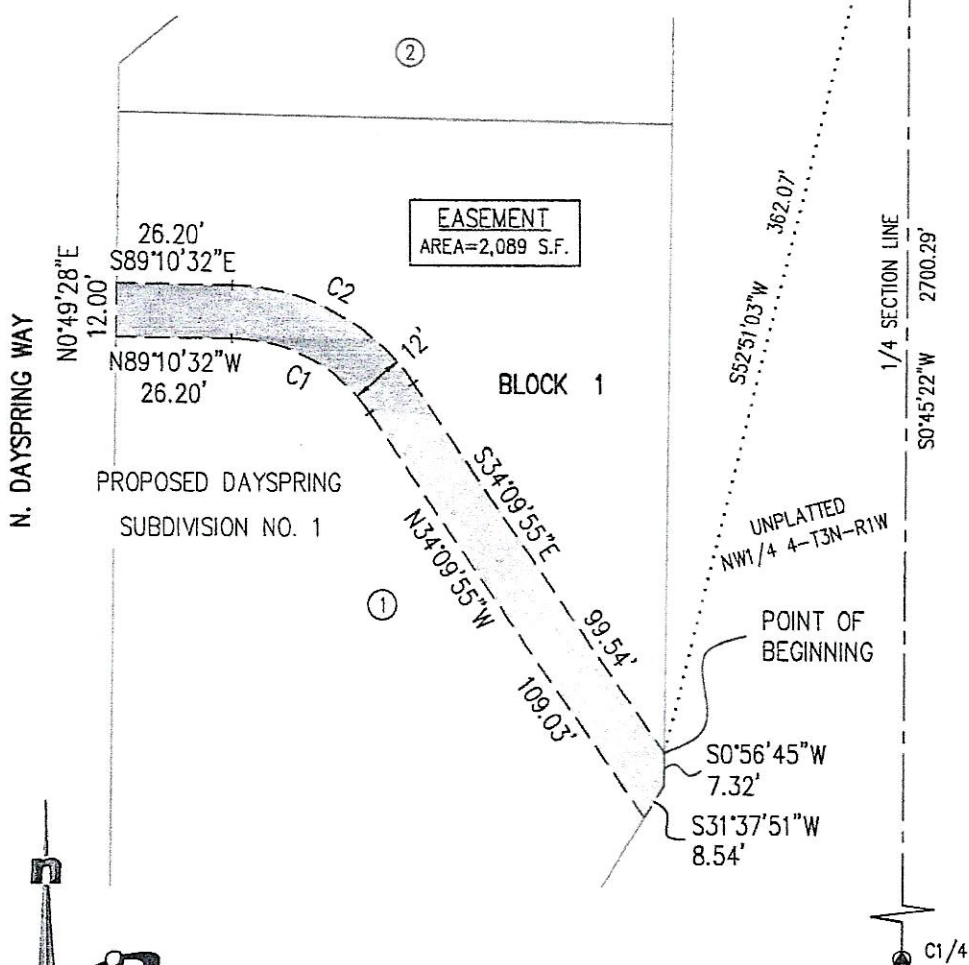
CITY OF MERIDIAN PATHWAY EASEMENTS

DAYSRING SUBDIVISION NO. 1

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



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	36.48'	38.00'	55°00'36"	N61°40'14"W	35.10'
C2	48.01'	50.00'	55°00'36"	S61°40'14"E	46.18'



LandSolutions
Land Surveying and Consulting

231 E. 5TH ST.
MERIDIAN, ID 83642
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www.landsolutions.biz

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