

Project Name or Subdivision Name:

Aviation Subdivision

Sanitary Sewer & 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-2026-0117

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between Aviator MJ LLC _____ ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer and water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water 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 sanitary sewer and 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 sanitary sewer and 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.

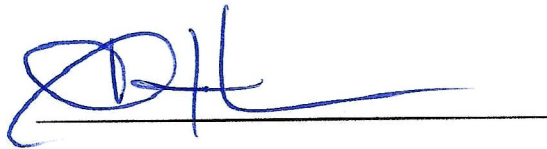
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or 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.

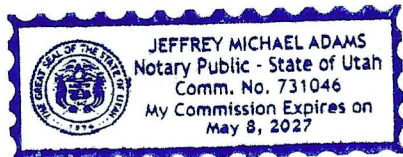
GRANTOR: **Aviator MJ LLC**




STATE OF ^{Utah} ~~IDAHO~~)
County of ^{Utah} ~~Ada~~) ss

This record was acknowledged before me on June 2, 2026 (date) by Joshua Hansen (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 Aviator MJ LLC (name of entity on behalf of whom record was executed), in the following representative capacity: Manager of Mesa bridge (type of authority such as officer or trustee) Capital, LLC, manager of Aviator MJ LLC

Notary Stamp Below




Notary Signature
My Commission Expires: May 8th, 2027

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
Sewer and Water Easements
Aviation Subdivision
May 25, 2026

A portion of Lots 20, 21, 22 and 28, Block 1, Aviation Subdivision as filed in Book 130 of Plats at Pages 21512 through 21518, records of Ada County, Idaho, located in the West 1/2 of the Southwest 1/4 of Section 10, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho more particularly described as follows:

Easement 1

Commencing at the Northwest corner of said Lot 21, from which the Northeast corner of said Lot 21 bears, South 89°23'25" East, 92.05 feet; thence on the easterly boundary line of Lot 27, Block 1 of said Aviation Subdivision, 33.12 feet along the arc of a non-tangent curve to the left having a radius of 56.00 feet, a central angle of 33°53'02" and a long chord which bears North 19°06'34" West, 32.64 feet to a City of Meridian Sewer and Water Main easement recorded as Instrument No. 2024-015453, records of Ada County; thence on said easement line, South 89°23'25" East, 32.06 feet to the **POINT OF BEGINNING**;

thence leaving said easement line, North 00°36'35" East, 5.00 feet;

thence South 89°23'25" East, 20.00 feet;

thence South 00°36'35" West, 5.00 feet to said easement line;

thence on said easement line, North 89°23'25" West, 20.00 feet to the **POINT OF BEGINNING**.

Containing 100 square feet, more or less.

AND

Easement 2

Commencing at the Northwest corner of said Lot 21, from which the Northeast corner of said Lot 21 bears, South 89°23'25" East, 92.05 feet; thence on the easterly boundary line of Lot 27, Block 1 of said Aviation Subdivision the following two (2) courses and distances: 2.73 feet on the arc of a non-tangent curve to the right having a radius of 56.00 feet, a central angle of 02°47'20", and a long chord which bears South 00°46'23" East, 2.73 feet; thence South 00°37'17" West, 8.84 feet to the **POINT OF BEGINNING**;

thence leaving said easterly boundary line, South 89°23'25" East, 40.98 feet;



thence South 00°36'35" West, 7.00 feet to a City of Meridian Sewer and Water Main easement recorded as Instrument No. 2024-015453, records of Ada County;

thence on said easement line, North 89°23'25" West, 40.98 feet to the easterly boundary line of said Lot 27;

thence continuing on said easement line, coincident with said easterly boundary line, North 00°37'17" East, 7.00 feet to the **POINT OF BEGINNING**.

Containing 287 square feet, more or less.

AND

Easement 3

Commencing at the Northwest corner of said Lot 21, from which the Northeast corner of said Lot 21 bears, South 89°23'25" East, 92.05 feet; thence on the easterly boundary line of Lot 27, Block 1 of said Aviation Subdivision the following three (3) courses and distances: 2.73 feet on the arc of a non-tangent curve to the right having a radius of 56.00 feet, a central angle of 02°47'20", and a long chord which bears South 00°46'23" East, 2.73 feet; thence South 00°37'17" West, 30.79 feet; thence 10.71 feet on the arc of a curve to the right having a radius of 56.00 feet, a central angle of 10°57'28", and a long chord which bears South 06°06'01" West, 10.69 feet to a City of Meridian Sewer and Water Main easement recorded as Instrument No. 2024-015453, records of Ada County; thence leaving said easterly boundary line on said easement line, South 54°52'58" East, 35.98 feet the **POINT OF BEGINNING**;

thence leaving said easement line, North 35°07'02" East, 5.00 feet;

thence South 54°52'58" East, 15.00 feet;

thence South 35°07'02" West, 5.00 feet to said easement line;

thence on said easement line, North 54°52'58" West, 15.00 feet; to the **POINT OF BEGINNING**.

Containing 75 square feet, more or less.

AND

Easement 4

Commencing at the Northwest corner of said Lot 21, from which the Northeast corner of said Lot 21 bears, South 89°23'25" East, 92.05 feet; thence South 84°23'05" West, 25.08 feet to the **POINT OF BEGINNING**;



thence on the westerly boundary line of Lot 27, Block 1 of said Aviation Subdivision, coincident with a City of Meridian Sewer and Water Main easement recorded as Instrument No. 2024-015453, records of Ada County, the following two (2) courses and distances:

South 00°37'17" West, 30.79 feet;

17.85 feet on the arc of a curve to the right having a radius of 31.00 feet, a central angle of 32°59'45", and a long chord which bears South 17°07'10" West, 17.61 feet;

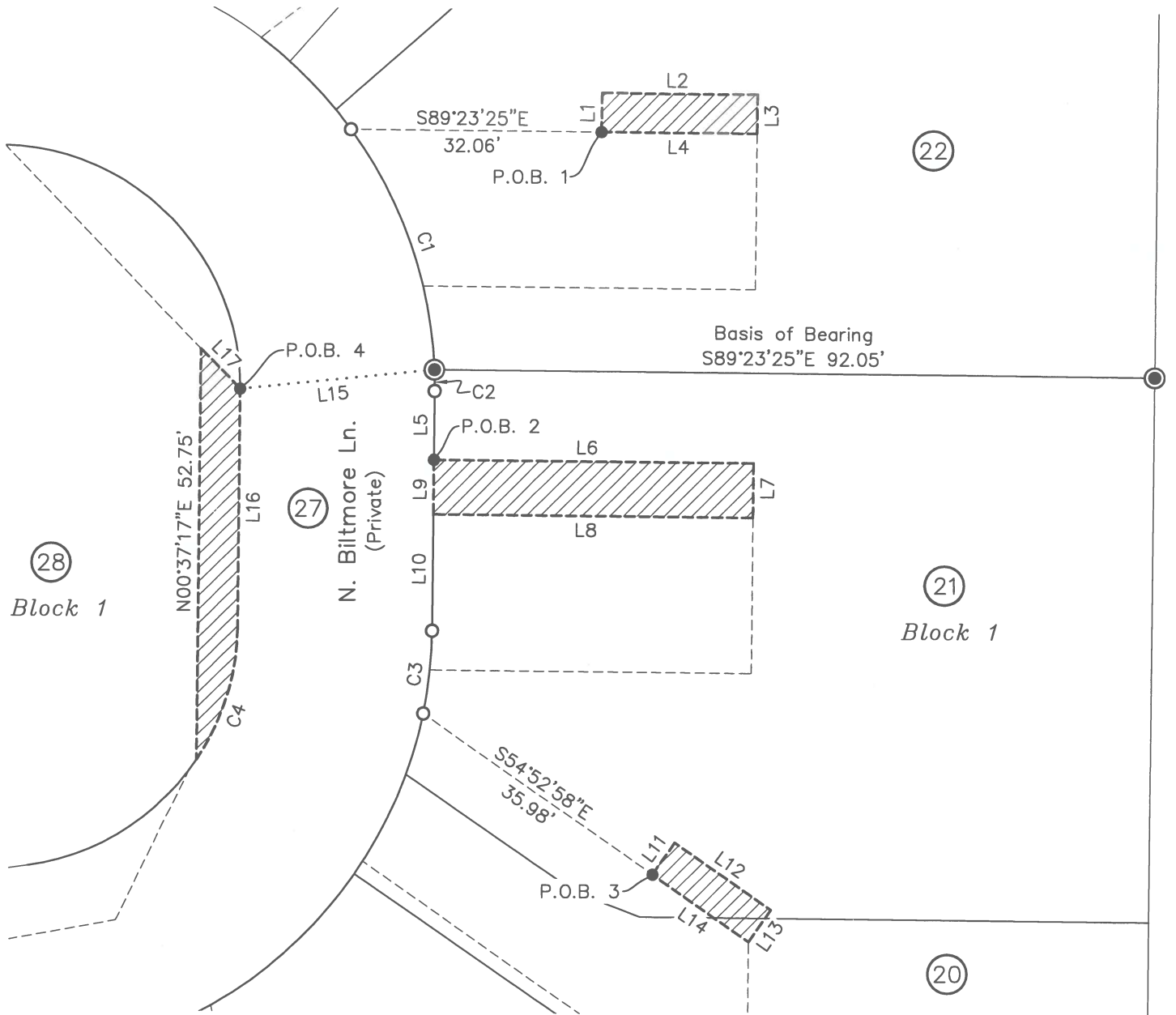
thence leaving said westerly boundary line, North 00°37'17" East, 52.75 feet to said easement line;

thence on said easement line, South 43°54'28" East, 7.13 feet to the **POINT OF BEGINNING**.

Containing 224 square feet, more or less.

End of Description.





Scale: 1"=20'



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**IDAHO
 SURVEY
 GROUP, LLC**

9955 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 846-8570

Exhibit B
Sewer and Water Easements
 Aviation Subdivision

A portion Lots 20, 21, 22 and 28, Block 1, Aviation Subdivision
 located in the W1/2 of the SW1/4 of Section 10, T.3N., R.1W., B.M.,
 City of Meridian, Ada County, Idaho

Job No.
 21-296

Sheet No.
1 of 2

Dwg. Date
 5/25/2026

Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	33.12'	56.00'	33°53'02"	N19°06'34"W	32.64'
C2	2.73'	56.00'	2°47'20"	S00°46'23"E	2.73'
C3	10.71'	56.00'	10°57'28"	S06°06'01"W	10.69'
C4	17.85'	31.00'	32°59'45"	S17°07'10"W	17.61'

Line Table		
Line	Bearing	Length
L1	N00°36'35"E	5.00'
L2	S89°23'25"E	20.00'
L3	S00°36'35"W	5.00'
L4	N89°23'25"W	20.00'
L5	S00°37'17"W	8.84'
L6	S89°23'25"E	40.98'
L7	S00°36'35"W	7.00'
L8	N89°23'25"W	40.98'
L9	N00°37'17"E	7.00'

Line Table		
Line	Bearing	Length
L10	S00°37'17"W	14.95'
L11	N35°07'02"E	5.00'
L12	S54°52'58"E	15.00'
L13	S35°07'02"W	5.00'
L14	N54°52'58"W	15.00'
L15	S84°23'05"W	25.08'
L16	S00°37'17"W	30.79'
L17	S43°54'28"E	7.13'



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Sheet No.
2 of 2

Dwg. Date
5/25/2026