

Project Name or Subdivision Name:

Outer Banks

Sanitary Sewer & 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 ESMT-2025-0071

Record Number: \_\_\_\_\_

### **SANITARY SEWER AND WATER MAIN EASEMENT**

THIS Easement Agreement made this 12th day of August 20 25 between  
10 Mile Franklin, 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.

*[end of text - signature on following page]*

GRANTOR:

10 MILE FRANKLIN, LLC,

an Idaho limited liability company

By: Franklin Mile Managers, LLC  
an Idaho limited liability company

Its: Manager

By: Sunny Cove LLC,  
an California limited liability company

Its: Manager

By:   
Mark Engstrom, Manager

STATE OF IDAHO )

) ss

County of Ada )

This record was acknowledged before me on \_\_\_\_\_ (date) by  
Mark Engstrom (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 Sunny Cove LLC (name of entity on behalf of whom record was  
executed), in the following representative capacity: Manager/Owner (type of  
authority such as officer or trustee)

Notary Stamp Below

Notary Signature

My Commission Expires: \_\_\_\_\_

SEE ATTACHED CALIFORNIA  
ACKNOWLEDGMENT

# CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

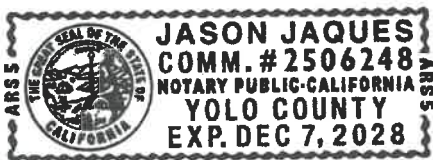
State of California

County of Sacramento }

On July 21, 2025 before me, Jason Jaques,  
Date Here Insert Name and Title of the Officer

personally appeared Mark L. Engstrom  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 [Signature]  
Signature of Notary Public

## OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor 8-12-2025

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk 8-12-2205

STATE OF IDAHO, )

: ss.

County of Ada )

This record was acknowledged before me on 8-12-2025 (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: 3-28-2028



IDAHO  
SURVEY  
GROUP

9939 W Emerald St  
Boise, ID 83704

Phone: (208) 846-8570  
Fax: (208) 884-5399

**Exhibit "A"**  
**City of Meridian Waterline Easement Description**  
**For**  
**10 Mile Franklin, LLC.,**

The following Describes a Strip of Land for the purpose of a Waterline Easement being a Portion of Parcels "B, C & D" of Record of Survey No. 14000, Records of Ada County, Idaho lying in a Portion of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and more Particularly Described as follows:

**COMMENCING** at the most Southerly Corner being Common with Parcels "C & D" of said Record of Survey; From which, the Northerly Corner being Corner being Common with said Parcels "C & D" bears, North 00°35'24" East, 133.08 feet; Thence along the Line being Common with said Parcels "C & D", North 00°35'24" East, 106.56 feet to the **POINT OF BEGINNING**:

Thence leaving said Common Parcel Line, North 89°24'36" West, 4.01 feet;  
Thence, North 00°35'24" East, 72.24 feet;  
Thence, North 89°24'36" West, 52.10 feet;  
Thence, North 00°35'24" East, 20.00 feet;  
Thence, South 89°24'36" East, 72.10 feet;  
Thence, South 00°35'24" West, 23.49 feet;  
Thence, South 89°24'36" East, 10.00 feet;  
Thence, South 00°35'24" West, 20.00 feet;  
Thence, North 89°24'36" West, 10.00 feet;  
Thence, South 00°35'24" West, 48.75 feet;  
Thence, North 89°24'36" West, 15.99 feet to the **POINT OF BEGINNING**:

**The above Described Strip of Land Contains 0.07 acres (3,087 Sq. Ft.), more or less.**



Record of Survey  
No. 14000

Parcel "A"

Parcel "C"

Parcel "B"

Parcel "D"












Point of  
Beginning

Basis of Bearings  
LN00°35'24"E 133.08'

106.56'

(13)

### Legend

-  Water Manhole
-  Water Valve
-  Fire Hydrant
-  Calculated Point
-  Section Line
-  Property Boundary Line
-  Parcel Line of Record
-  Existing Waterline
-  Existing Utility Easement
-  Water Main Easement Inst. No. 2023-039784
-  City of Meridian Waterline Easement

S. Ten Mile Road

### Line Table

Line	Bearing	Length
L1	N89°24'36"W	4.01'
L2	N00°35'24"E	72.24'
L3	N89°24'36"W	52.10'
L4	N00°35'24"E	20.00'
L5	S89°24'36"E	72.10'
L6	S00°35'24"W	23.49'
L7	S89°24'36"E	10.00'
L8	S00°35'24"W	20.00'
L9	N89°24'36"W	10.00'
L10	S00°35'24"W	48.75'
L11	N89°24'36"W	15.99'



Scale: 1"=60'

0 10 30 60 120

P:\Frontier Credit Union Easement Description 25-044\dwg\Revised Utility Easement 6-13-25.dwg 6/13/2025 7:07:40 AM



**IDAHO  
SURVEY  
GROUP, LLC**

9939 W. EMERALD ST.  
BOISE, IDAHO 83704  
(208) 846-8570

Exhibit "B"  
**City of Meridian Waterline Easement**

Located in the NE 1/4 of Section 15,  
T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho.

Job No.  
25-044

Sheet No.  
1

Dwg. Date  
6/13/2025