

Project Name or Subdivision Name:

Aviation Subdivision

Sanitary Sewer & Water Main Easement Number: 1

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-2026-0148

### **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.

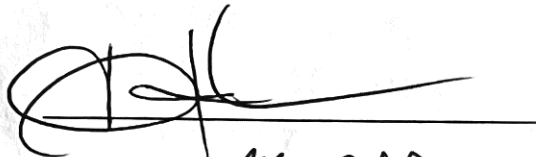
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or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

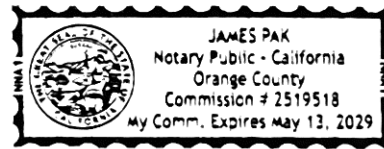
THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

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 ~~IDAHO~~ <sup>CA</sup> ) California  
County of ~~Ada~~ <sup>W</sup> ) ss ) Orange



This record was acknowledged before me on 06/16/2026 (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 Capital, LLC (type of authority such as officer or trustee) **Manager of Aviator MJ LLC**

Notary Stamp Below

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.

  
Notary Signature  
My Commission Expires: May 13, 2029

**CALIFORNIA ALL-PURPOSE 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 } ss.**

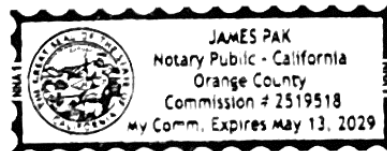
On June 16, 2026 before me, James Pak Notary Public,  
personally appeared Joshua Hansen

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 signatures(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]  
Signature



**OPTIONAL INFORMATION**

Date of Document June 16 2026  
Type or Title of Document Sanitary Sewer and Water Main Gas main  
Number of Pages in Document N/A  
Document in a Foreign Language N/A

Capacity of Signer:  
 Individual  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Attorney In Fact  
 Trustee  
 Guardian or Conservator  
 Other: Grantor

Signer Is Representing: \_\_\_\_\_

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  
**City of Meridian Sewer and Water Easement**  
Aviation Subdivision  
February 20, 2024

A portion of 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:

Commencing at the Section corner common to Sections 9, 10, 15, and 16, Township 3 North, Range 1 West, Boise Meridian, from which the 1/4 corner common to said Sections 9 and 10 bears North 0°38'55" East, 2653.02 feet; thence North 38°27'39" East, 1576.03 feet to the **POINT OF BEGINNING**;

thence North 35°01'14" West, 20.00 feet;

thence North 54°58'46" East, 22.69 feet;

thence North 79°58'46" East, 126.42 feet;

thence North 26°13'45" East, 21.57 feet;

thence 19.40 feet on the arc of a curve to the left having a radius of 31.00 feet, a central angle of 35°51'18", and a long chord which bears North 18°32'56" East, 19.08 feet;

thence North 00°37'17" East, 30.79 feet;

thence North 43°54'28" West, 43.48 feet;

thence North 88°26'12" West, 178.66 feet;

thence North 00°36'35" East, 25.00 feet;

thence South 88°26'12" East, 17.71 feet;

thence North 01°33'48" East, 41.00 feet;

thence South 88°26'12" East, 20.00 feet;

thence South 01°33'48" West, 41.00 feet;

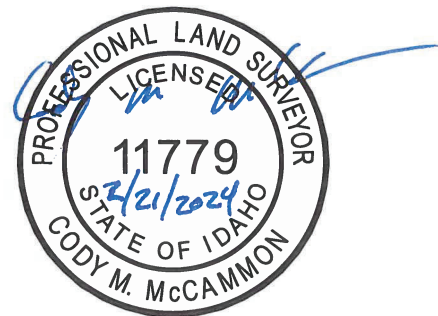
thence South 88°26'12" East, 65.50 feet;

thence North 01°33'48" East, 41.00 feet;

thence South 88°26'12" East, 20.00 feet;

thence South 01°33'48" West, 41.00 feet;

thence South 88°26'12" East, 45.74 feet;



thence North 06°35'03" East, 41.16 feet;

thence South 88°26'12" East, 20.08 feet;

thence South 06°35'03" West, 42.04 feet;

thence 1.92 feet on the arc of a curve to the right having a radius of 56.00 feet, a central angle of 01°57'44", and a long chord which bears South 77°17'58" East, 1.92 feet;

thence North 53°00'09" East, 67.78 feet;

thence South 88°26'12" East, 32.09 feet;

thence South 53°00'09" West, 82.37 feet;

thence 16.61 feet on the arc of a curve to the right having a radius of 56.00 feet, a central angle of 16°59'54", and a long chord which bears South 44°33'03" East, 16.55 feet;

thence South 89°23'25" East, 52.06 feet;

thence South 00°36'35" West, 20.00 feet;

thence North 89°23'25" West, 42.62 feet;

thence 13.58 feet on the arc of a curve to the right having a radius of 56.00 feet, a central angle of 13°53'41", and a long chord which bears South 06°19'33" East, 13.55 feet;

thence South 00°37'17" West, 15.84 feet;

thence South 89°23'25" East, 40.98 feet;

thence South 00°36'35" West, 20.00 feet;

thence North 89°23'25" West, 41.22 feet;

thence 5.65 feet on the arc of a curve to the right having a radius of 56.00 feet, a central angle of 05°46'54", and a long chord which bears South 08°41'18" West, 5.65 feet;

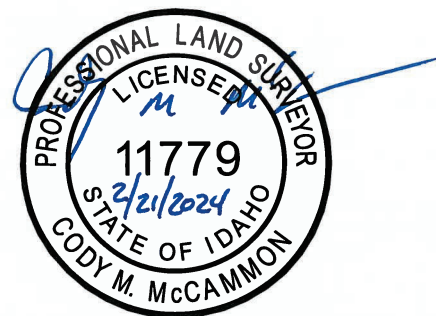
thence South 54°52'58" East, 50.98 feet;

thence South 00°36'35" West, 24.27 feet;

thence North 54°52'58" West, 60.12 feet;

thence 27.11 feet on the arc of a curve to the right having a radius of 56.00 feet, a central angle of 27°44'24", and a long chord which bears South 46°34'05" West, 26.85 feet;

thence South 09°47'39" East, 38.62 feet;



thence South 81°27'40" West, 20.00 feet;

thence North 09°47'39" West, 34.89 feet;

thence 1.21 feet on the arc of a curve to the right having a radius of 56.00 feet, a central angle of 01°14'16", and a long chord which bears South 81°54'34" West, 1.21 feet;

thence South 82°31'42" West, 19.71 feet;

thence South 07°28'11" East, 35.13 feet;

thence South 80°12'21" West, 20.02 feet;

thence North 07°28'11" West, 34.94 feet;

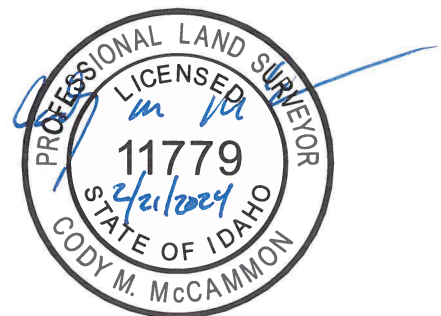
thence South 82°43'20" West, 35.93 feet;

thence South 69°40'30" West, 35.89 feet;

thence South 54°58'46" West, 18.25 feet to the **POINT OF BEGINNING**.

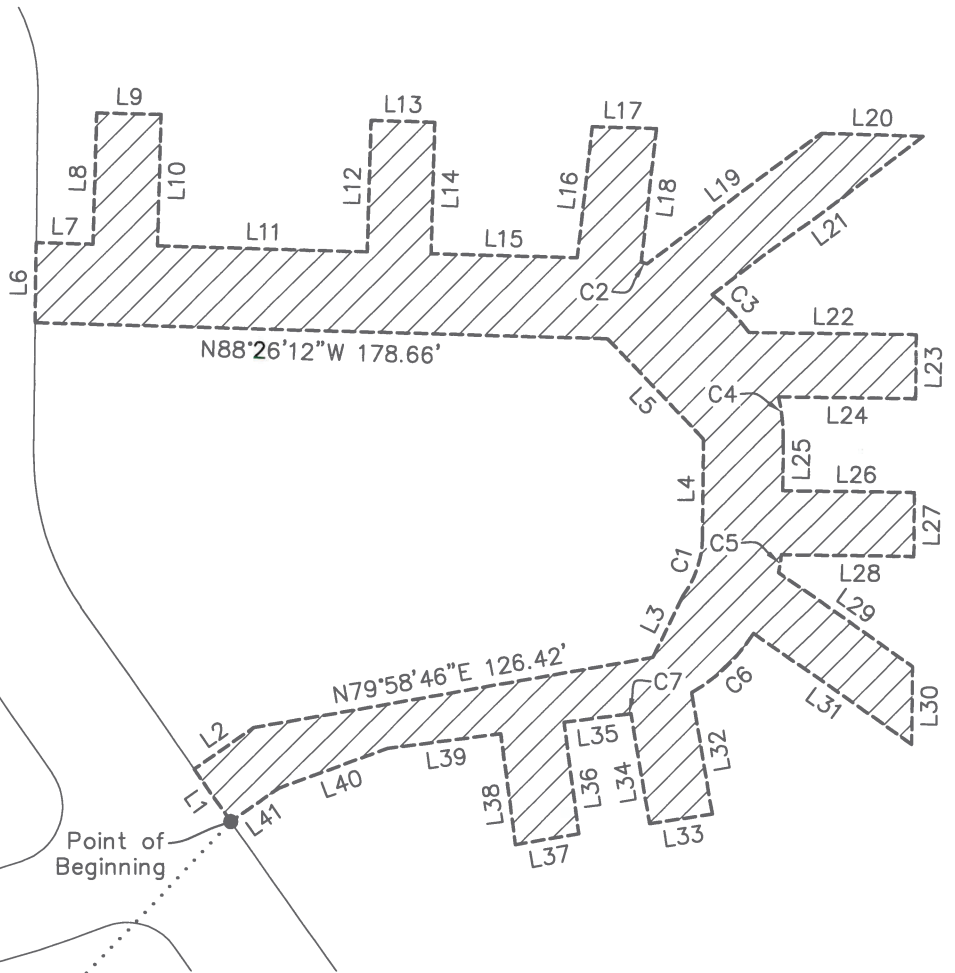
Containing 19,009 square feet or 0.436 acres, more or less.

End of Description.



1/4  
S.9 S.10

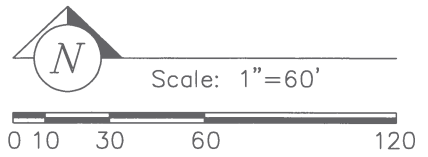
Basis of Bearing  
N00°38'55"E 2653.02'  
N. Black Cat Rd.



Point of Beginning

N38°27'39"E 1576.03'

S.9 S.10 W. Franklin Rd.  
S.16 S.15



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**IDAHO SURVEY GROUP, LLC**  
 9955 W. EMERALD ST.  
 BOISE, IDAHO 83704  
 (208) 846-8570

**Exhibit B**  
**City of Meridian Sewer and Water Easement**  
 Aviation Subdivision

A portion of the W1/2 of the SW1/4 of Section 10,  
 T.3N., R.1W., B.M., City of Meridian, Ada County, Idaho

|                            |
|----------------------------|
| Job No.<br>21-296          |
| Sheet No.<br><b>1 of 2</b> |
| Dwg. Date<br>2/21/2024     |

| Line Table |             |        |
|------------|-------------|--------|
| Line       | Bearing     | Length |
| L1         | N35°01'14"W | 20.00' |
| L2         | N54°58'46"E | 22.69' |
| L3         | N26°13'45"E | 21.57' |
| L4         | N00°37'17"E | 30.79' |
| L5         | N43°54'28"W | 43.48' |
| L6         | N00°36'35"E | 25.00' |
| L7         | S88°26'12"E | 17.71' |
| L8         | N01°33'48"E | 41.00' |
| L9         | S88°26'12"E | 20.00' |
| L10        | S01°33'48"W | 41.00' |
| L11        | S88°26'12"E | 65.50' |
| L12        | N01°33'48"E | 41.00' |
| L13        | S88°26'12"E | 20.00' |
| L14        | S01°33'48"W | 41.00' |
| L15        | S88°26'12"E | 45.74' |
| L16        | N06°35'03"E | 41.16' |
| L17        | S88°26'12"E | 20.08' |
| L18        | S06°35'03"W | 42.04' |
| L19        | N53°00'09"E | 67.78' |
| L20        | S88°26'12"E | 32.09' |
| L21        | S53°00'09"W | 82.37' |

| Line Table |             |        |
|------------|-------------|--------|
| Line       | Bearing     | Length |
| L22        | S89°23'25"E | 52.06' |
| L23        | S00°36'35"W | 20.00' |
| L24        | N89°23'25"W | 42.62' |
| L25        | S00°37'17"W | 15.84' |
| L26        | S89°23'25"E | 40.98' |
| L27        | S00°36'35"W | 20.00' |
| L28        | N89°23'25"W | 41.22' |
| L29        | S54°52'58"E | 50.98' |
| L30        | S00°36'35"W | 24.27' |
| L31        | N54°52'58"W | 60.12' |
| L32        | S09°47'39"E | 38.62' |
| L33        | S81°27'40"W | 20.00' |
| L34        | N09°47'39"W | 34.89' |
| L35        | S82°31'42"W | 19.71' |
| L36        | S07°28'11"E | 35.13' |
| L37        | S80°12'21"W | 20.02' |
| L38        | N07°28'11"W | 34.94' |
| L39        | S82°43'20"W | 35.93' |
| L40        | S69°40'30"W | 35.89' |
| L41        | S54°58'46"W | 18.25' |

| Curve Table |        |        |           |               |              |
|-------------|--------|--------|-----------|---------------|--------------|
| Curve       | Length | Radius | Delta     | Chord Bearing | Chord Length |
| C1          | 19.40' | 31.00' | 35°51'18" | N18°32'56"E   | 19.08'       |
| C2          | 1.92'  | 56.00' | 1°57'44"  | S77°17'58"E   | 1.92'        |
| C3          | 16.61' | 56.00' | 16°59'54" | S44°33'03"E   | 16.55'       |
| C4          | 13.58' | 56.00' | 13°53'41" | S06°19'33"E   | 13.55'       |
| C5          | 5.65'  | 56.00' | 5°46'54"  | S08°41'18"W   | 5.65'        |
| C6          | 27.11' | 56.00' | 27°44'24" | S46°34'05"W   | 26.85'       |
| C7          | 1.21'  | 56.00' | 1°14'16"  | S81°54'34"W   | 1.21'        |



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