

Project Name or Subdivision Name:

Wahooz Indoor Karting Building

Water Main Easement Number: 2

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-2026-0160

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____, 20____ between
Black Mox 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:

Black Mor LLC, Patrick Morandi - Member

Patrick Morandi

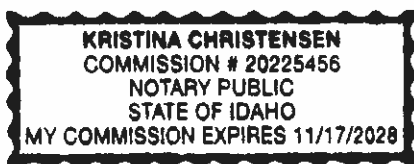
STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on July 7 2026 (date) by Patrick Morandi
(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 Black Mor LLC
(name of entity on behalf of whom record was executed), in the following representative
capacity: Member (type of authority such as officer or trustee)

Notary Stamp Below



Kristina Christensen
Notary Signature
My Commission Expires: 11/17/2028

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: _____

June 30, 2026
Project No. 25-231
City of Meridian Water Easement

Exhibit A

A parcel of land being a portion of Lots 4 and 5, Block 1 of Interstate Center Subdivision (Book 74 of Plats, Pages 7656-7657), situated in the Southwest 1/4 of the Southeast 1/4 of Section 13, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a 1/2-inch rebar marking the Southeast corner of said Lot 4, which bears S89°47'19"E a distance of 325.47 feet from a 1/2-inch rebar marking the Southwest corner of said Lot 4, thence following the southerly boundary of said Lot 4, N89°47'19"W a distance of 30.00 feet to an existing public utility easement per said subdivision;

Thence leaving said southerly boundary and following said existing public utility easement, N00°12'41"E a distance of 105.46 feet to the **POINT OF BEGINNING**.

Thence leaving said existing public utility easement, N89°55'40"W a distance of 263.59 feet;

Thence N29°28'53"W a distance of 53.31 feet;

Thence N00°04'20"E a distance of 252.56 feet;

Thence N89°29'45"W a distance of 4.87 feet to the westerly boundary of said Lot 5;

Thence following said westerly boundary, N00°30'15"E a distance of 23.00 feet;

Thence leaving said westerly boundary, S89°29'45"E a distance of 24.70 feet;

Thence S00°04'20"W a distance of 270.13 feet;

Thence S29°28'53"E a distance of 36.39 feet;

Thence S89°55'40"E a distance of 4.35 feet;

Thence N00°04'20"E a distance of 19.66 feet;

Thence S89°55'40"E a distance of 23.00 feet;

Thence S00°04'20"W a distance of 19.66 feet;

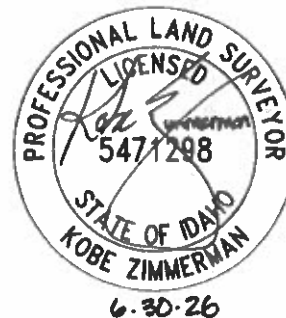
Thence S89°55'40"E a distance of 224.63 feet to said existing public utility easement;

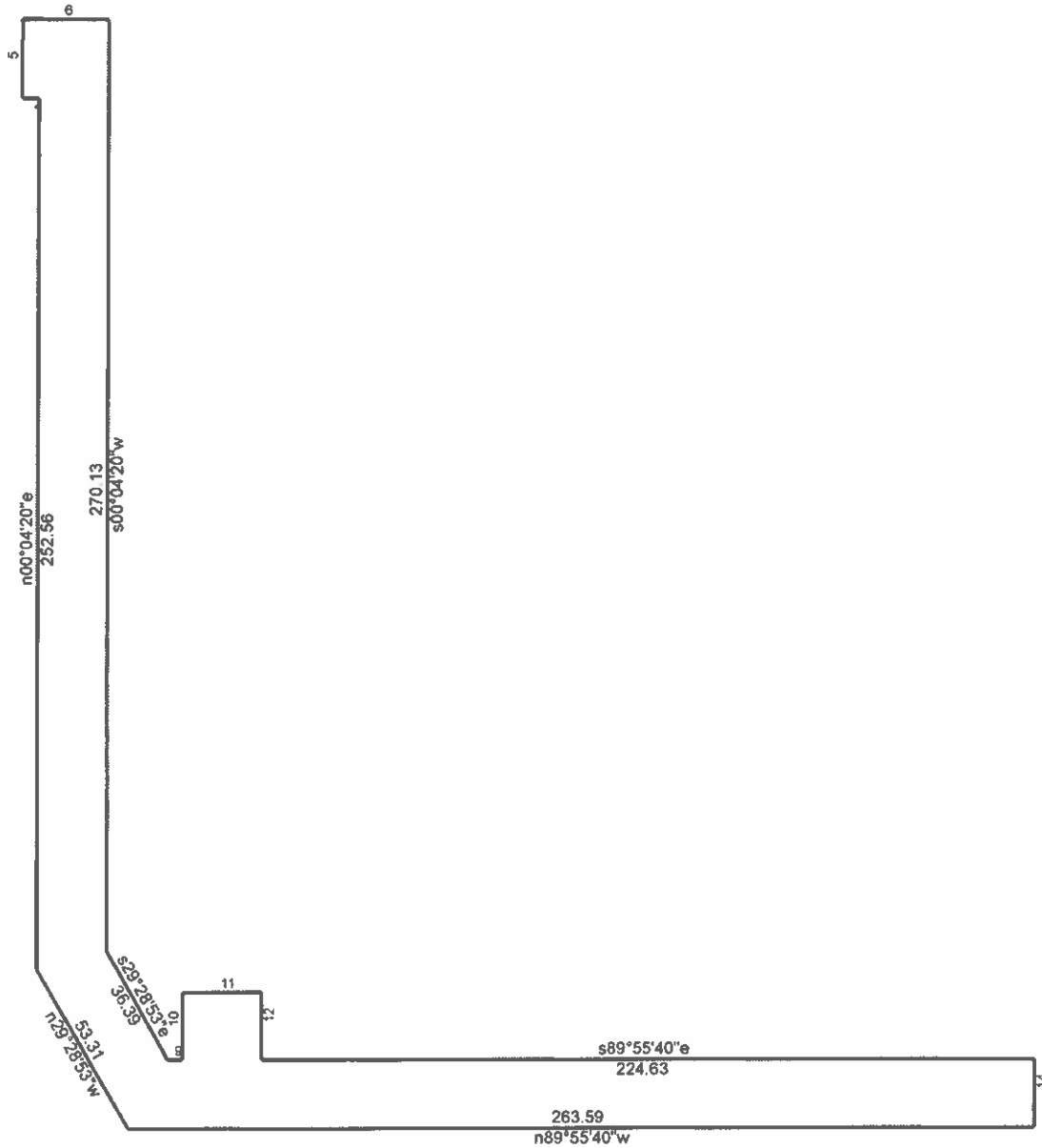
Thence following said existing public utility easement, S00°12'41"W a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 12,073 square feet, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

All subdivisions, deeds, records of surveys, and other instruments of record referenced herein are recorded documents of the county in which these described lands are situated.

Attached hereto is **Exhibit B** and by this reference is made a part hereof.





6/30/2026

Scale: 1 inch= 50 feet

File:

Tract 1: 0.2772 Acres (12073 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/624035), Perimeter=1240 ft.

01 n89.5540w 263.59
 02 n29.2853w 53.31
 03 n00.0420e 252.56
 04 n89.2945w 4.87
 05 n00.3015e 23
 06 s89.2945e 24.7
 07 s00.0420w 270.13
 08 s29.2853e 36.39
 09 s89.5540e 4.35
 10 n00.0420e 19.66

11 s89.5540e 23
 12 s00.0420w 19.66
 13 s89.5540e 224.63
 14 s00.1241w 20