

Project Name or Subdivision Name:

Wahooz Indoor Karting Building

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-2026-0159

WATER MAIN EASEMENT

THIS Easement Agreement made this ____ day of _____ 20__ between
Mountain View Equipment ("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:

Scott Nicholson, Mountain View Equipment - Partner



STATE OF IDAHO)

) ss

County of Ada)

This record was acknowledged before me on July 8, 2024 (date) by Scott Nicholson (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 Mountain View Equipment (name of entity on behalf of whom record was executed), in the following representative capacity: Partner (type of authority such as officer or trustee)

Notary Stamp Below




Notary Signature
My Commission Expires: 1-13-2031

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 situated in the Southwest 1/4 of the Southeast 1/4 of Section 13, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a 1/2-inch rebar marking the Northwest corner of Lot 5, Block 1 of Interstate Center Subdivision (Book 74 of Plats, Pages 7656-7657), which bears N89°34'31"W a distance of 384.83 feet from a 1/2-inch rebar marking the Northerly angle point of said Lot 5, thence following the westerly boundary of said Lot 5, S00°30'15"W a distance of 240.62 feet to the **POINT OF BEGINNING**.

Thence following said westerly boundary, S00°30'15"W a distance of 23.00 feet;
Thence leaving said westerly boundary, N89°29'45"W a distance of 14.42 feet;
Thence N00°30'15"E a distance of 23.00 feet;
Thence S89°29'45"E a distance of 14.42 feet to the **POINT OF BEGINNING**.

Said parcel contains 332 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.



6.30.26

P:\25-231\SURVEY\CAD\EXHIBITS\25-231 WATER EASEMENT (WEST) 06.30.26.DWG, KOBE ZIMMERMAN, 6/30/2026, DWG TO PDF.PC3, 08.5X11 P (PDF)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°30'15"W	23.00'
L2	N89°29'45"W	14.42'
L3	N00°30'15"E	23.00'
L4	S89°29'45"E	14.42'

UNPLATTED
OWNER: MOUNTAIN
VIEW EQUIPMENT Co.
APN:S1213438500



DATE: JUNE, 2026

PROJECT: 25-231

SHEET:
1 OF 1

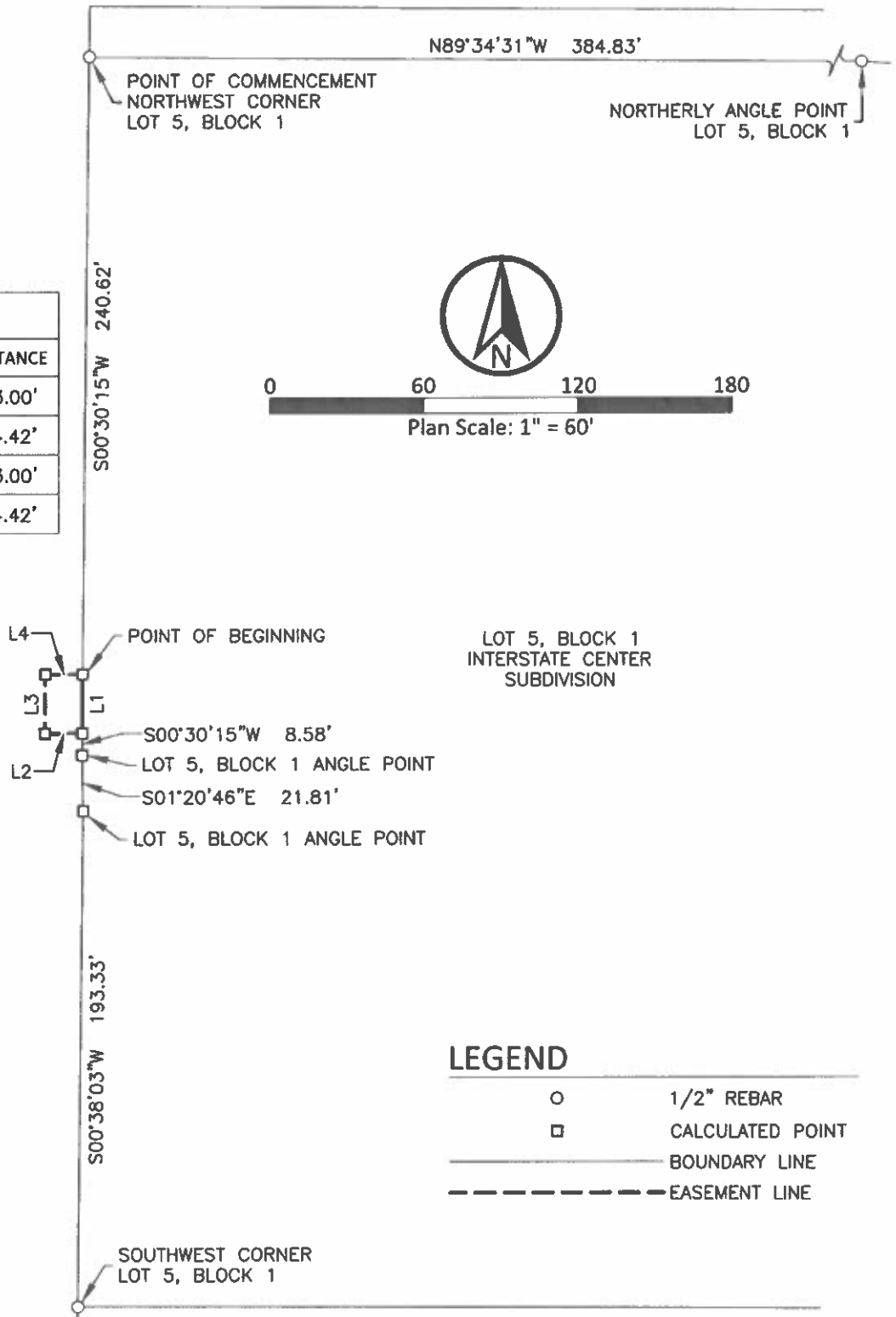
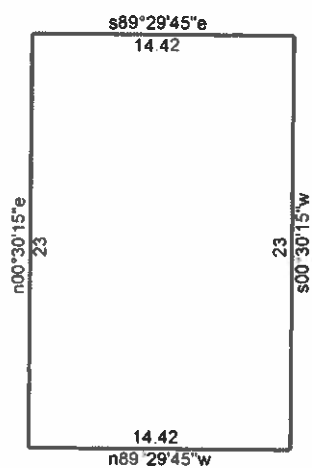


Exhibit B
City of Meridian Water Easement

A parcel of land situated in the Southwest 1/4 of the Southeast 1/4
of Section 13, T.3N., R.1W., B.M., Ada County, Idaho



6/30/2026

Scale: 1 inch= 10 feet

File:

Tract 1: 0.0076 Acres (332 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=75 ft.

01 s00.3015w 23
02 n89.2945w 14.42
03 n00.3015e 23
04 s89.2945e 14.42