

AMENDMENT TO EASEMENT AGREEMENT

This Amendment to Easement Agreement (“Amendment”) is made and entered this _____ day of December, 2021, by and between **KIMBERLY SCHOOL DISTRICT NO. 414, TWIN FALLS COUNTY, STATE OF IDAHO**, a political subdivision of the state of Idaho, 141 Center St. W., Kimberly, Idaho 83341 (“Grantor”), and **2T REAL ESTATE HOLDINGS, LLC**, an Idaho limited liability company, 22349 Kimberly Rd., Ste. E, Kimberly, Idaho 83341 (“2T Real Estate”);

RECITALS:

WHEREAS, Grantor and Wills Land Company, LLLP, an Idaho limited liability limited partnership (“Wills”), as the grantee made and entered into a certain easement agreement, recorded on April 30, 2015 as Instrument No. 2015-006790, Twin Falls County, state of Idaho (the “Easement Agreement”);

WHEREAS, by warranty deed recorded on July 7, 2021 as Instrument No. 2021016305, Twin Falls County, state of Idaho 2T Real Estate acquired from Wills all the real property that the easement granted under and pursuant to the Easement Agreement benefits; and

WHEREAS, Grantor and 2T Real Estate mutually desire to amend the Easement Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which Grantor and 2T Real Estate respectively and mutually acknowledge and agree, Grantor and 2T Real Estate hereby amend the Easement Agreement as follows.

1. Capitalized terms used herein, but not otherwise defined, shall have the defined meaning set forth in the Easement Agreement.

2. Section 2 of the Easement Agreement is deleted in its entirety and replaced with the following:

2. **Contingencies.** The Easement granted herein is contingent upon the performance by 2T Real Estate, its successors and assigns, of the following:

a. The construction of a six foot (6’) high wood privacy fence on the common boundary between the School District Property and the Wills Property prior to any lots being sold or homes are constructed on the Wills Property. The plans and specifications shall be approved by the Grantor prior to construction; and

b. The construction of a fenced enclosure for the Pump Station to include a six foot (6') high wood fence to minimize the noise of the pumps. The plans and specifications shall be approved by the Grantor prior to construction.

3. A new section, "Section 2.1", is added to the Easement Agreement as follows:

2.1 **Distribution of Canal Company Irrigation Water.** Grantor shall not disrupt or prevent the delivery of the full volume and quantity of irrigation water under and pursuant to the number of Twin Falls Canal Company water shares that are appurtenant to the Wills Property, and irrigation water otherwise historically delivered to the Wills Property. Provided there is no disruption or prevention to the delivery of the full volume and quantity of irrigation water under and pursuant to the number of Twin Falls Canal Company water shares that are appurtenant to the Wills Property and to the delivery of the irrigation water otherwise historically delivered to the Wills Property, Grantor may modify and make changes to the irrigation facilities through which irrigation water is delivered to the Wills Property. This covenant shall survive, and remain in full force and effect notwithstanding the assignment of the Easement Agreement to the City of Kimberly, Idaho, a municipal subdivision existing by virtue of the laws of the state of Idaho.

4. Section 5 of the Easement Agreement is deleted in its entirety and replaced with the following:

5. **Specifications.** The Facilities installed or constructed within the Easement, except and excluding the fencing, the pump station and the diversion structures, shall be buried at a sufficient depth to permit the surface area of said Easement to be used by Grantor, its successors, assigns and tenants, for the purpose of vehicular traffic and shall further be installed in accordance with City of Kimberly specifications.

5. Exhibit B, Exhibit C and Exhibit D of the Easement Agreement are deleted in their entirety and replaced with Exhibit B attached hereto, Exhibit C attached hereto, and Exhibit D attached hereto.

6. All terms, provisions, covenants and agreements set forth in the Easement Agreement shall remain and be the same, except for the amendments made by the terms and provisions of this Amendment. Grantor and 2T Real Estate confirm and affirm all terms, provisions, covenants and agreements set forth in the Easement Agreement as amended by the terms and provisions of this Amendment.

Signatures and Notary Blocks Appear on the Following Pages

**“GRANTOR”
KIMBERLY SCHOOL DISTRICT NO. 414**

By: _____
Name: _____
Title: _____

STATE OF IDAHO)
 ss.
County of Twin Falls)

On this _____ day of _____, 2021, before me, a Notary Public, in and for said State, personally appeared _____, known or identified to me to be the _____ of Kimberly School District No. 414, the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

**“2T REAL ESTATE”
2T REAL ESTATE HOLDINGS, LLC**

By: _____
Dusty Standlee, Managing Member

STATE OF IDAHO)
 ss.
County of Twin Falls)

On this _____ day of _____, 2021, before me, a Notary Public, in and for said State, personally appeared DUSTY STANDLEE, known or identified to me to be the Managing Member of 2T Real Estate Holdings, LLC, the person who executed the within instrument on behalf of said company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

EXHIBIT B

EXHIBIT B

2T Property

Land Description

Twin Falls County, Idaho

BEING A PORTION OF THE NE4 NE4 AND THE SE4 NE4 OF SECTION 29, TOWNSHIP 10 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29;
THENCE, SOUTH 00°00'00" EAST 1321.98 FEET ALONG THE EAST BOUNDARY OF THE NE4 OF SAID SECTION 29 TO THE NORTHEAST CORNER OF SAID SE4 NE4 OF SECTION 29 AND TO THE REAL POINT OF BEGINNING;
THENCE, ALONG SAID EAST BOUNDARY, SOUTH 00°00'00" EAST 132.00 FEET;
THENCE, LEAVING SAID EAST BOUNDARY, NORTH 89°03'17" WEST 659.97 FEET TO A POINT ON THE WEST BOUNDARY OF SAID SE4 NE4 OF SAID SECTION 29;
THENCE, ALONG SAID WEST BOUNDARY AND THE WEST BOUNDARY OF SAID NE4 NE4 OF SECTION 29, NORTH 00°00'25" EAST 428.07 FEET TO THE NORTHWEST CORNER OF THE SW4 SE4 NE4 NE4 OF SECTION 29;
THENCE, ALONG THE NORTH BOUNDARY OF SAID SW4 SE4 NE4 NE4 OF SECTION 29, NORTH 89°57'49" EAST 329.91 FEET TO THE NORTHEAST CORNER THEREOF;
THENCE, ALONG THE EAST BOUNDARY OF SAID SW4 SE4 NE4 NE4 OF SECTION 29, SOUTH 00°00'12" WEST 304.11 FEET TO THE SOUTHWEST CORNER THEREOF;
THENCE, ALONG THE NORTH BOUNDARY OF SAID SE4 NE4 OF SAID SECTION 29, SOUTH 89°28'13" EAST 329.95 FEET TO THE REAL POINT OF BEGINNING.

CONTAINING APPROXIMATELY 4.25 ACRES.

END OF DESCRIPTION

Commonly known as: 543 Main Street South, Kimberly ID 83341

EXHIBIT C

Exhibit C

An easement located in a portion of the SW⁴NE⁴NE⁴, of Section 29, Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the Northeast corner of Section 29. Said point lies North 00°00'00" East 2643.95 feet from the East quarter corner of Section 29. Thence South 00°00'00" East 1321.97 feet along the East boundary of the NE⁴NE⁴ of Section 29 to the Southeast corner thereof. Thence North 89°28'13" West 659.89 feet along the South boundary of the SE⁴NE⁴NE⁴ of Section 29 to the Southwest corner thereof. Thence North 00°00'25" East 71.74 feet along the West boundary of said SE⁴NE⁴NE⁴ to the REAL POINT OF BEGINNING.

Thence North 00°00'25" East 480.00 feet along the West boundary of said SE⁴NE⁴NE⁴, to the Southeast corner of "Banning Subdivision".

Thence North 89°59'35" West 50.00 feet along the Southerly boundary of "Banning Subdivision".

Thence South 48°32'35" East 13.34 feet

Thence South 00°00'25" West 470.81 feet

Thence South 89°28'13" East 40.01 feet to the REAL POINT OF BEGINNING.

EXHIBIT D

Exhibit D

