

## ASSIGNMENT

This Assignment is made and entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2022, by and between **2T REAL ESTATE HOLDINGS, LLC**, an Idaho limited liability company, 22349 Kimberly Road, Suite E, Kimberly, Idaho 83341 (“2T Real Estate”); the **CITY OF KIMBERLY, IDAHO**, a municipal subdivision existing by virtue of the laws of the state of Idaho, 242 Highway 30 East, Kimberly, Idaho 83341 (“City”); and **KIMBERLY SCHOOL DISTRICT NO. 414, TWIN FALLS COUNTY, STATE OF IDAHO**, a political subdivision of the state of Idaho, 141 Center Street West, Kimberly, Idaho 83341 (“School District”).

## WITNESSETH

WHEREAS, pursuant to that certain easement agreement dated February 18, 2015 and recorded on April 30, 2015 as Instrument No. 2015-006790, Twin Falls County, state of Idaho, amended by that certain Amendment to Easement Agreement, dated \_\_\_\_\_, 2022 and recorded on \_\_\_\_\_, 2022 as Instrument No. \_\_\_\_\_, Twin Falls County, state of Idaho (together, the “Easement Agreement”), 2T Real Estate possess all right, title and interest in and to a formal easement for underground water, sewer and irrigation lines, and associated equipment and facilities (the “Easement”); and

WHEREAS, pursuant section 2 of the Easement Agreement, the grant of the Easement is contingent upon 2T Real Estate making certain improvements to real and personal property owned by the School District, the grantor of the Easement; and

WHEREAS, pursuant to the Planned Unit Development (PUD) of Centennial Subdivision dated August 27, 2013, 2T Real Estate is responsible for the construction and installation of the water and/or sewer line and associated equipment and facilities referenced in the Easement Agreement as “Facilities”; and

WHEREAS, the parties hereto desire that City shall obtain and be entitled to all 2T Real Estate’s interest in the Easement, subject to the terms and conditions of this Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Assignment and Consent.** Subject to the fulfillment of the conditions precedent in section 2 hereof, 2T Real Estate assigns to City all its interest in and to the Easement evidenced by the Easement Agreement being that certain easement agreement dated February 18, 2015 and recorded on April 30, 2015 as Instrument No. 2015-006790, Twin Falls County, state of Idaho, amended by that certain Amendment to Easement Agreement, dated \_\_\_\_\_, 2022 and recorded on \_\_\_\_\_, 2022 as Instrument No. \_\_\_\_\_, Twin Falls County, state of Idaho. School District consents to the same, subject to the terms and conditions of this Assignment.

2. **Conditions Precedent.** This Assignment is effective only upon:
- a. 2T Real Estate's performance and completion of, and School District's approval and acceptance in writing of, the matters identified as contingencies in section 2 of the Easement Agreement. Upon its approval and acceptance of the matters identified as contingencies in section 2 of the Easement Agreement, School District shall promptly cause to be prepared and recorded its written approval and acceptance thereof (which approval and acceptance by School District is evidenced by their execution below of this Assignment); and
  - b. 2T Real Estate's completion of, and City's approval and acceptance in writing of, the construction and installation of the water and/or sewer line and associated equipment and facilities referenced in the Easement Agreement as "Facilities". Upon its approval and acceptance of said "Facilities", City shall promptly cause to be prepared and recorded its written approval and acceptance thereof (which approval and acceptance by City is evidenced by their execution below of this Assignment).
3. **Miscellaneous Provisions.**
- a. **Modification and Waiver.** No waiver or modification of this Assignment shall be valid unless it is in writing and signed by the parties hereto.
  - b. **Complete Understanding.** This Assignment constitutes the entire understanding between the parties with respect to the subject matter hereof. This Assignment supersedes any and all other agreements, whether or not in writing, between the parties with respect to the subject matter hereof.
  - c. **Headings.** The headings in this Assignment are inserted for convenience only and shall not be considered in interpreting the provisions hereof.
  - d. **Notices.** Any notice required hereunder shall be in writing and shall be deemed to have been duly given (i) the same day if personally delivered, (ii) the next day if sent by an overnight courier service, or (iii) after three (3) business days if sent by certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses identified hereinabove. Parties may change the person and address to which written notices shall be given at any time upon prior written notice to the other parties.
  - e. **Attorney's Fees.** In the event that any party shall be caused to secure legal services or advice to enforce any provision of this Assignment, the successful party with respect to such enforcement shall be entitled to recover attorney's fees reasonably incurred for such services or advice, in addition to all other remedies which may be available at law or in equity.

- f. Assignability. No party shall assign this Assignment, nor any interest or right hereunder, without the prior written consent of the other parties.
- g. Binding Effect. The provisions of this Assignment shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.
- h. Further Documents. The parties hereto agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
- i. Jurisdiction. This Assignment shall be interpreted in accordance with the laws of the state of Idaho.
- j. Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement, or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.
- k. Time Being the Essence. Time is, and shall be, the essence of each and every term and condition contained herein.
- l. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

2T REAL ESTATE HOLDINGS, LLC,  
an Idaho limited liability company

By: \_\_\_\_\_  
Dusty Standlee, Managing Member

**ACCEPTANCE**

City and School District hereby accept the Assignment of the Easement on the terms and conditions hereinabove set forth.

CITY OF KIMBERLY, IDAHO

By: \_\_\_\_\_  
Burke Davidson, Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Carrie Kimball, City Clerk

KIMBERLY SCHOOL, DISTRICT 414

By: \_\_\_\_\_  
Myron Nield, Chairman

Dated: \_\_\_\_\_

STATE OF IDAHO            )  
  ss.  
County of Twin Falls        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, in and for said County and 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: \_\_\_\_\_

STATE OF IDAHO            )  
  ss.  
County of Twin Falls        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, in and for said County and State, personally appeared BURKE DAVIDSON and CARRIE KIMBALL, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Kimberly, that executed the said instrument, and acknowledged to me that such City 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: \_\_\_\_\_

STATE OF IDAHO            )  
  ss.  
County of Twin Falls        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, in and for said County and State, personally appeared MYRON NIELD, known or identified to me to be the Chairman of the Kimberly School District No. 414, Twin Falls County, Idaho, that executed the said instrument, and acknowledged to me that such municipal corporation 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: \_\_\_\_\_