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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

2021-031873

RECORDED

05/03/2021 09:35 AM



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CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=9 SCARDENAS NO FEE

EASEMENT

NAMPA HIGHWAY DISTRICT NO 1

(Space Above For Recorder's Use)

PERPETUAL CROSS ACCESS AND EASEMENT AGREEMENT

This Cross Access Easement Agreement is made effective this 1st day of April, 2021, by and between Kristy Homes and Development, LLC (the "Grantor"), and Nampa Highway District (the "Grantee"). The Grantor and Grantee may be collectively referred to as the parties.

RECITALS:

WHEREAS, Grantor is the owner of that certain property located on the south side of Hemlock Way in the Hill Creek Subdivision in Nampa, Idaho, as more fully set forth in Exhibit "A", which exhibit is attached hereto and incorporated herein (the "Effected Lots"), consisting of five (5) undeveloped lots identified on the plat attached as Exhibit "B" and incorporated herein;

WHEREAS, Grantee is the owner of lot 14 as depicted in Exhibit "C", which exhibit is attached hereto and incorporated herein;

WHEREAS, Grantor desires to grant and Grantee accepts an easement for ingress and egress, maintenance, and across the property depicted on Exhibit "D" under the terms and conditions outlined hereafter (the "Easement Property").

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Grant.** Grantor hereby grants a non-exclusive perpetual access easement over, on, across, and through the Easement Property for ingress and egress in the location depicted on Exhibit "D" (the "Drainage Easement"). The ingress and egress shall be approximately 5 feet wide and described as:

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A 20 foot wide easement lying in Lots 13 and 14, Block 1 of Hill Creek Subdivision, in the S1/2 of the NW1/4 of Section 8, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho and more particularly described as follows:

COMMENCING at the southwest corner of said Lot 14; thence, along the common line to said Lots 13 and 14,

- A. N.36°10'18"E., 147.65 feet to the **POINT OF BEGINNING**; thence, leaving said common line,
1. N.53°49'42"W., 15.00 feet; thence, parallel with said common line,
 2. N.36°10'18"E., 165.64 feet to the southwesterly right-of-way of Hemlock Way and the beginning of a non-tangent curve; thence,
 3. Southeasterly along said curve to the left, having a radius of 55.00 feet, an arc length of 20.83 feet, through a central angle of 21°41'53" and a long chord which bears S.38°50'25"E., 20.70 feet; thence parallel with said common line and non-tangent from said curve,
 4. S.36°10'18"W., 160.29 feet; thence,
 5. N.53°49'42"W., 5.00 feet to the **POINT OF BEGINNING**.

CONTAINING: 0.075 acres.

2. Purpose of Easement. The Drainage Easement shall be used for storm drainage outside the public right-of-way and shall be the responsibility of the Grantee or Grantees, as the case may be, for which the storm drainage is constructed. Responsibility for storm drainage includes all maintenance, both routine and non-routine.

3. Perpetual Maintenance. The Drainage Easement is for benefit of all lot owners (the "Owners") affected by the above described Drainage Easement, with respect to the Effected Lots, and shall have all of the rights and obligations incidental to ownership, subject only to the restrictions specifically established by each easement. This is a private easement and shall not confer any rights upon the general public. The Owners shall maintain all improvements located on the Drainage Easement to keep such in good and sufficient repair and shall keep the Drainage Easement in a neat and aesthetically pleasing condition. All damage to any improvements shall be repaired as promptly as is reasonably possible.

4. Cross Access Easement. The Drainage Easement shall be subject to a cross access easement (the "Cross Access Easement"), which shall be perpetual and may not be terminated. The Drainage Easement shall be an easement appurtenant to and for the benefit of the Owners of all Effected Lots therein. This Cross Access Easement shall be for the limited purpose of

maintenance of the Drainage Easement. The location of the Cross Access Easement shall be over, upon, and across the areas, from time to time, on the Affected Lots.

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5. Costs. The maintenance costs for the Drainage Easement shall include all costs of maintaining the Drainage Easement in good and sightly conditions, including materials and supplies, contracted work, replacement of worn or broken items. Whenever a maintenance costs is anticipated the Owners or Owner, as the case may be, shall first obtain two independent cost bids for the anticipated maintenance costs before commencement of any work. A simple majority of the Owners must approve the costs and work, prior to any work commencing, for the Right of Reimbursement (defined hereafter) below to apply. Notwithstanding the preceding, if such work is mandated / directed by a government agency, the work must proceed and the Right of Reimbursement shall apply to the paying Owner or Owners, as the case may be. Grantee shall have no responsibility or liability for maintenance costs.

6. Right of Reimbursement. Any paying Owner or Owners shall have a right of reimbursement for any non-paying Owners or Owners, for an amount which bears a pro-rata proportion of the total of such costs. The pro-rata calculation shall be determined by using the number of Owners as the total costs divided by the number of Owners in the Subdivision at the time.

7. Enforcement. The Right of Reimbursement may be enforced by any paying Owner or Owners. Each Owner is deemed to have authorized and appointed the paying Owner or Owners as their attorney-in-fact for the limited purposes of enforcing such Right of Reimbursement. Nampa Highway District #1 shall have the right, but not the responsibility, to enforce the terms of this Cross Access Easement and to perform maintenance on the easement area to preserve and protect the drainage function.

8. Modification. Neither the Drainage Easement or the Cross Access Easement area may be relocated or terminated except with the written consent of; (a) all the Owners of the Effectted Lots, and (b) the Nampa Highway District and any other jurisdictional entity having authority of the Drainage Easement.

9. Binding on Successors. This Easement shall be recorded in the official records of Canyon County, Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.

10. Counterparts. This Easement may be executed in counterparts, each part being considered an original document, all parts being but one document.

11. Remedies. In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Easement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and

disbursements.

12. Governing Law, Jurisdiction, and Venue. This Easement Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Canyon County is the proper venue.

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14. Easement Obstructions. No fence or other barrier shall be erected or permitted within or across the Drainage Easement or the Cross Access Easement area which would prevent or obstruct the passage of pedestrian or vehicular travel; provided, however, that the foregoing shall not prohibit (i) the temporary erection of barricades which are reasonably necessary for security and/or safety purposes in connection with the construction, reconstruction, repair and maintenance of improvements, including the Drainage Easement or the Cross Access Easement area, it being agreed by the parties however, that all such work shall be conducted in the most expeditious manner reasonably possible to minimize the interference with Affected Property, and such work shall be diligently prosecuted to completion.

15. Notices. All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the party intended, (ii) delivered to the then current address of the party intended, or (iii) rejected at the then current address of the party intended, provided such writing was sent prepaid.

16. Nonwaiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Easement Agreement shall not constitute a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day and year first written above.

GRANTOR:

By 
Its managing member

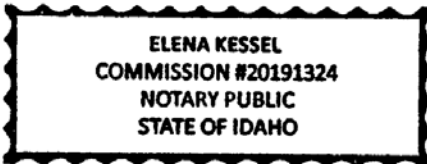
STATE OF IDAHO)
) ss.
County of Ada)

On this 19 day of April, 2021, before me Elena Kessel, a notary public in and for the State of Idaho, personally appeared Tim Kristovich, known or identified to me to be one of the partners in the partnership of Kristy Homes and Development LLC, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that [he/she] executed the same in said partnership name.

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

Elena Kessel
NOTARY PUBLIC FOR IDAHO
Residing at Star, ID
My Commission Expires 7/11/25



GRANTEE:

By RF Smith
Its CHAIRMAN

STATE OF IDAHO)
) ss.
County of Canyon)

On this 29 day of April, 2021, before me Nicole Barlow, personally appeared Dick Smith, known to me to be the Chairman of Nampa Highway District.

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

day and year in this certificate first above written.



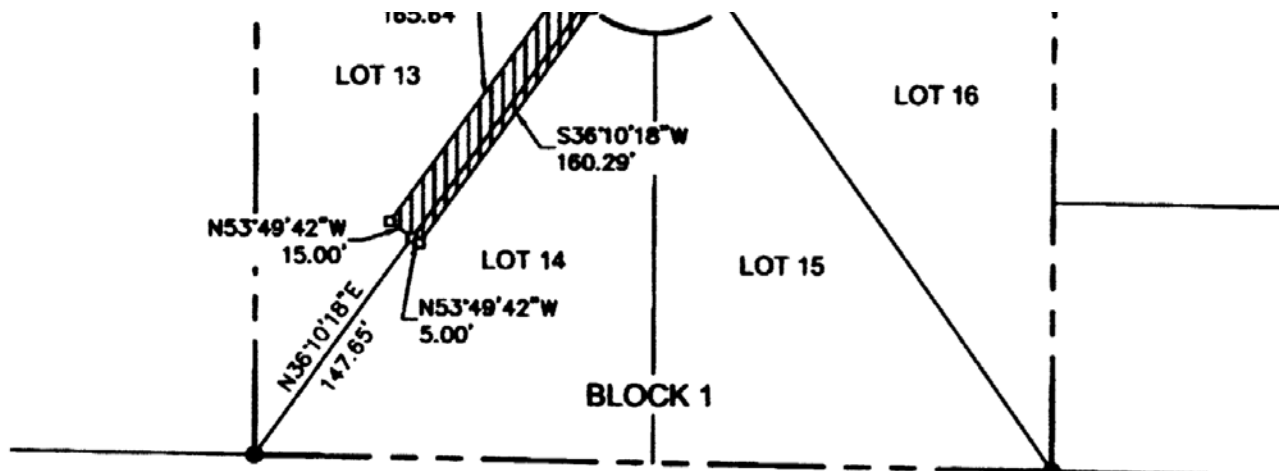
Nicole Barlow
NOTARY PUBLIC FOR IDAHO
Residing at Canyon County
My Commission Expires March 23, 2021

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EXHIBIT A

(Grantor's Property Legal Description)

08-3N-1W NW HILL CREEK SUB LOT 14 BLK 1



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**EXHIBIT D
(Easement Description)
DRAINAGE EASEMENT DESCRIPTION
FOR NAMPA HIGHWAY DISTRICT**

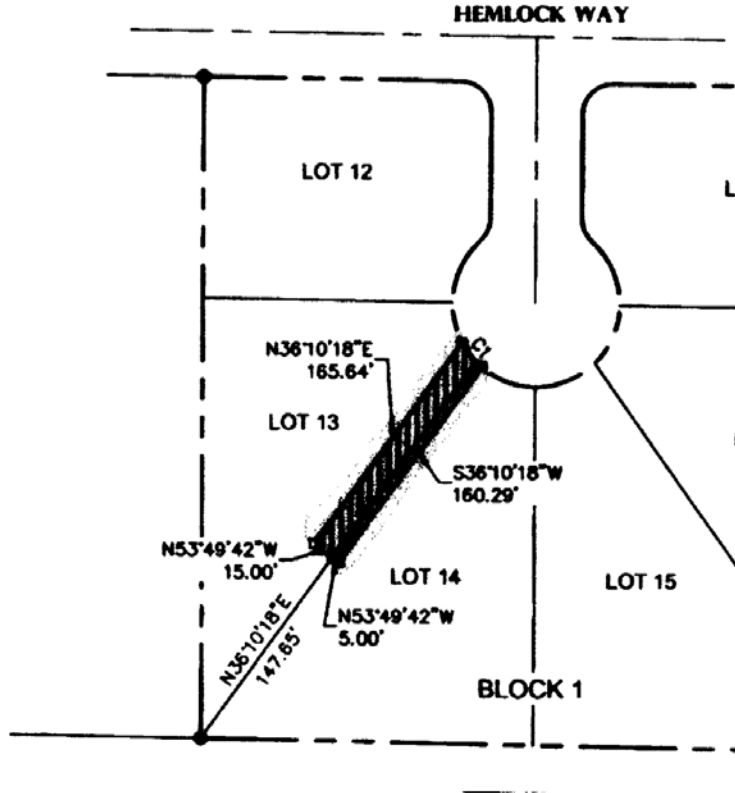
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