

**WHEN RECORDED RETURN TO:**

Exceed Legal PLLC  
Attn: Allie E. Schiebout  
421 S. 8<sup>th</sup> St.  
Boise, ID 83702

**Instrument # 286258**

IDAHO CITY, BOISE COUNTY, IDAHO  
5-31-2024 08:25:54 AM No. of Pages: 13  
Recorded for : LEIGH WARD  
MARY T. PRISCO Fee: 46.00  
Ex-Officio Recorder Deputy *Leigh Ward*  
Index to: MISCELLANEOUS

SPACE ABOVE THIS LINE FOR RECORDING DATA

**EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") is made this 22 day of March, 2024, by and between Kyle A. Johnshoy and Cassandra M. Johnshoy, husband and wife, and Jeannine S. Johnshoy as her sole and separate property, whose current address is 217 S Quail St., Melba, ID 83641 ("Grantor") and Leigh Ward and Jan M. Ward, husband and wife, whose current address is PO Box 126, Garden Valley, ID 83622 ("Grantee"). The Grantor and Grantee may be individually referred to as "Party" and collectively referred to as the "Parties".

**RECITALS**

- A. Grantor is the owner of that certain 10 acre parcel of real property legally described on *Exhibit A* ("Grantor's Property"), attached hereto and incorporated herein.
- B. Grantee is the owner of that certain 30.971 acre parcel of real property legally described on *Exhibit B* ("Grantee's Property"), attached hereto and incorporated herein.
- C. Grantor's Property (Parcel D), and Grantee's Property (Parcel A), are depicted on the Record of Survey attached hereto as *Exhibit C*.
- D. Grantee's Property and Grantor's Property are located adjacent to each other.
- E. Based upon such ownership and location, ingress and egress to Grantee's Property has at all times herein been over and across an existing road ("Access Road") located on Grantor's Property within the easement area ("Easement Area") legally described in the attached *Exhibit D*.
- F. The parties wish to enter into this Agreement to memorialize Grantee's ingress and egress easement rights across Grantor's property.

**AGREEMENT**

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

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, successor fee holders of Grantee's Property, and any subdivided parcels thereof, and their successors, assigns, agents, guests and invitees, a perpetual, non-exclusive easement on, over, under, through, and across the Easement Area for the purposes described herein (the "Easement").

2. **Description and Use by Dominant Tenant.** The Easement granted hereby is for the purpose of ingress/egress access, utility access and drainage use on, under and across Grantor's Property to and from Severance Road, a public roadway, for the benefit of Grantee's Property, its owners, guests, tenants, utility service providers and agents. This easement is limited to access for residential and agricultural ingress/egress, installation or maintenance of underground utility service on, under and across the Easement Area and necessary surface drainage onto Grantor's Property in accordance with existing natural drainage flows. The ingress/egress access shall include vehicular, pedestrian, and livestock access.

3. **Future Parcels.** Any additional parcels formed by way of splitting Grantee's Property shall be allowed to use the Easement for vehicular, pedestrian, and livestock ingress and egress. Such future parcel owners shall be bound by all terms and conditions of this Easement Agreement.

4. **Perpetual Easement.** This Easement shall be perpetual. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit, obligation, and use of the successors and assigns of the parties hereto.

5. **Nonexclusive Easement.** The easement granted herein is nonexclusive. The servient estate, owner shall retain the right to use the area covered by this easement so long as that use does not interfere with the dominant estate easement rights granted hereby.

6. **Property Taxes; Insurance.** Grantor shall be responsible for all property taxes applicable to the Easement Area. Grantor shall include the Easement Area within its liability insurance coverage for Grantor's Property.

7. **Indemnification.** Grantee agrees to defend, indemnify and hold harmless Grantor and its successors, and assigns, from any and all claims, demands, liabilities, causes of action, costs or expenses (including reasonable attorneys' fees) that arise in connection with respect to any injuries, damages, losses or expenses resulting from the exercise of the rights herein granted or from the use of the Easement Area by Grantee, and Grantee's guests, except to the extent caused by Grantor or Grantors' agents, employees, contractors, or licensees.

8. **Not a Public Dedication.** Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Easement Area to the general public or for the benefit of the general public. Grantor and/or Grantee shall be permitted, from time to time, to take whatever reasonable action one or both deems necessary to prevent any portion of the Easement Area or the use thereof from being dedicated or taken for public use or benefit.

9. **Warranty of Title.** Grantor covenants to Grantee that (a) Grantee shall enjoy the quiet and peaceful possession of the Easement Area; and (b) Grantor is lawfully seized and possessed of the Easement Area and has the right and authority to grant this Easement to Grantee, to the extent the Driveway is located on the Grantor's Property.

10. **Maintenance and Repair.** All costs involved in the construction, maintenance or repair of any improvements within the Easement Area (e.g. driveway/road, utility or drainage

apparatus), constructed and located on the Grantor's Property for the benefit of the Grantee's Property, shall be the legal obligation of Grantee. Grantor shall have the right, but not the obligation, to voluntarily participate in the maintenance of any driveway or road constructed within the Easement Area, as well as access any utility services located therein for the benefit or use of Grantor's Property. Any costs associated with the voluntary maintenance or utility access provided hereby shall be the responsibility of Grantor (i.e. grading, gravel etc.), unless otherwise agreed between the parties in writing. At Grantee's sole cost and expense, the Access Road may be expanded or modified by Grantee as long as such expansion or modification is within the Easement Area.

11. **Prohibited Uses.** Neither Grantors nor Grantees, including their guests or service providers, shall park on the Access Road or otherwise inhibit the use of or access through the Access Road.

12. **Miscellaneous.**

a. **Remedies.** In the event of a breach hereunder by either Party, the non-breaching Party shall have all remedies available at law or in equity, including the availability of injunctive relief and the enforcement of specific performance of this Agreement. If either Party seeks to enforce any of the provisions of this Agreement, then the prevailing Party shall be entitled to recover the prevailing Party's costs incurred thereon, including reasonable attorneys' fees and costs, both as to trial and on appeal, and regardless of whether such enforcement proceeds to trial.

b. **Recordation.** This Agreement shall be recorded in the records of Boise County, Idaho.

c. **Notices.** Any notice or demand from either Party to the other Party, including notice of change in address, shall be personally delivered by special courier or mailed by First Class U.S. Mail, postage pre-paid, to the address on file with the Boise County Assessor's Office for purposes of property tax assessments for the fee holders of the respective Party, or such other address as the Parties (or either one of them) shall have last designated by notice in writing to the other Party as provided herein. Notice shall be deemed delivered on the date actually received or two (2) days after mailing, whichever is first.

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

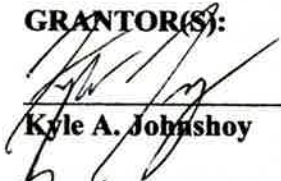
e. **Headings.** The headings of the several paragraphs contained herein are for convenience only and do not explain, define, limit, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

f. **Entire Agreement.** This Agreement, including all exhibits and attachments, constitutes the entire agreement between the Parties, and no warranties, agreements, or representations have been made or shall be binding upon either Party unless herein set forth.

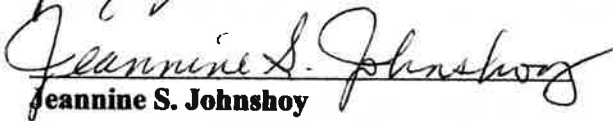
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement was executed as of the date first above written.

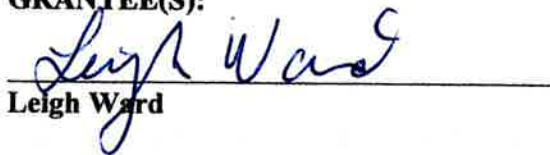
**GRANTOR(S):**

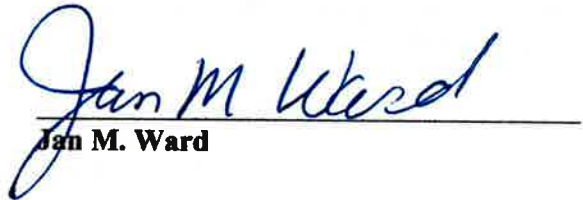
  
\_\_\_\_\_  
Kyle A. Johnsboy

  
\_\_\_\_\_  
Cassandra M. Johnsboy

  
\_\_\_\_\_  
Jeannine S. Johnsboy

**GRANTEE(S):**

  
\_\_\_\_\_  
Leigh Ward

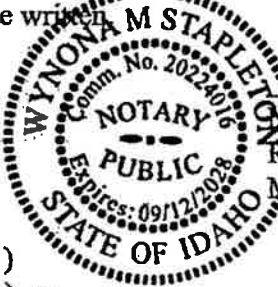
  
\_\_\_\_\_  
Jan M. Ward

[NOTARY BLOCKS TO FOLLOW]

STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On this 22 day of March, 2024, before me, a Notary Public in and for said state, personally appeared Jeannine S. Johnshoy, known or identified to me, who executed the within instrument, and acknowledged to me that they executed the same.

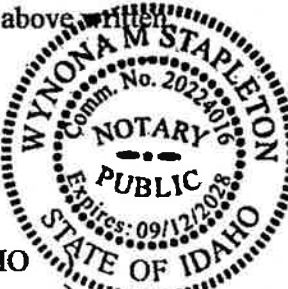
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Wynona M Stapleton  
Notary Public for Idaho  
Residing at Melba Idaho  
My Commission Expires: 9-12-2028

STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On this 22nd day of March, 2024, before me, a Notary Public in and for said state, personally appeared Kyle A. Johnshoy, known or identified to me, who executed the within instrument, and acknowledged to me that they executed the same.

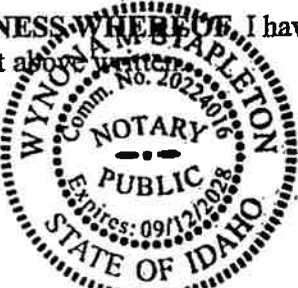
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Wynona M Stapleton  
Notary Public for Idaho  
Residing at Melba Idaho  
My Commission Expires: 9-12-2028

STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On this 22 day of March, 2024, before me, a Notary Public in and for said state, personally appeared Cassandra M. Johnshoy, known or identified to me, who executed the within instrument, and acknowledged to me that they executed the same.

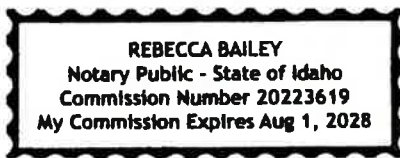
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Wynona M Stapleton  
Notary Public for Idaho  
Residing at Melba Idaho  
My Commission Expires: 9-28-2028

STATE OF IDAHO )  
 ) ss.  
County of Boise )

On this 20<sup>th</sup> day of March, 2024, before me, a Notary Public in and for said state, personally appeared **Leigh Ward**, known or identified to me, who executed the within instrument, and acknowledged to me that they executed the same.

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

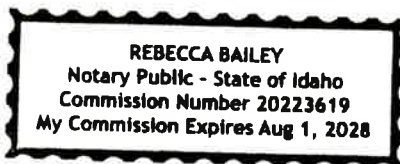


Rebecca Bailey  
Notary Public for Idaho  
Residing at Garden Valley ID  
My Commission Expires: 8-1-2028

STATE OF IDAHO )  
 ) ss.  
County of Boise )

On this 20<sup>th</sup> day of March, 2024, before me, a Notary Public in and for said state, personally appeared **Jan M. Ward**, known or identified to me, who executed the within instrument, and acknowledged to me that they executed the same.

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



Rebecca Bailey  
Notary Public for Idaho  
Residing at Garden Valley ID  
My Commission Expires: 8-1-2028

**EXHIBIT A**  
**DESCRIPTION OF GRANTOR'S PROPERTY**

*A parcel of land as shown on the Record of Survey – One Five Split of One Parcel of Land situate in the North 1/2 of Section 27 and the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho, being a portion of Grantor's parcel (granted under Warranty Deed Instrument No. 274332), more particularly described as follows:*

**COMMENCING** at the northeast corner of Section 27, monumented by a 1" aluminum cap as shown on Corner Record Instrument No. 155771, from which the East  $1/16^{\text{th}}$  Corner monumented by a found 1-inch bar with a set 2" aluminum cap bears, North  $83^{\circ}25'08''$  West, 1,320.17 feet, thence along the northerly section line, North  $89^{\circ}25'08''$  West, 1,270.17 feet to a set 5/8-inch bar with 2 1/2-inch aluminum cap and the **POINT OF BEGINNING**;

Thence South  $84^{\circ}20'39''$  East, 628.32 feet to easterly boundary of the Severance Road Easement Instrument # 194865 monumented by a set 5/8-inch bar with 2-inch aluminum cap;

Thence along said easterly boundary, South  $28^{\circ}36'45''$  West, 609.84 feet to a set 5/8-inch bar with 2-inch aluminum cap;

Thence South  $84^{\circ}54'50''$  West, 717.17 feet to a set 5/8-inch bar with 2-inch aluminum cap;

Thence North  $23^{\circ}52'25''$  East, 822.88 feet to the **POINT OF BEGINNING**.

Containing 10.00 acres, more or less

The four (4) parcels created by this split shall not be split or divided further without full compliance of the provisions of the Boise County Unified Land Use Ordinance.

Prepared by:  
Ronald M. Hodge, PLS  
Survey Department Manager



08/24/26

**EXHIBIT B**  
**DESCRIPTION OF GRANTEE'S PROPERTY**

Parcel 1 of Record of Survey recorded December 13, 2003 as 094654, being a portion of the Southeast quarter of Section 22, and the North half of Section 27; all in Township 3 North, Range 4 East, Boise Meridian, Boise County, Idaho; more particularly described as follows.

Beginning at an aluminum cap marking the section corner common to sections 22, 23, 26, and 27, Township 3 North, Range 4 East, Boise Meridian;

Thence, along the section line common to said Sections 25 and 27, South  $0^{\circ}13'32''$  East 1303.63 feet to an iron pipe marking the North 1/16 corner common to said Sections 25 and 27; from which a brass cap marking the quarter corner common to said Sections 25 and 27 bears South  $0^{\circ}15'32''$  East 1307.63 feet West;

Thence, leaving said section line and along the North 1/16 section line of said Section 27, South  $89^{\circ}46'52''$  West 1319.64 feet to an iron pin marking the Northeast 1/16 corner of said Section 27, also being the Real Point of Beginning;

Thence, leaving said North 1/16 section line and along an existing East-West fence line, South  $87^{\circ}40'45''$  West 260.57 feet to a wooden fence post;

Thence, continuing along said East-West fence line, South  $89^{\circ}21'13''$  West 1193.19 feet to an iron pin, marking the intersection of said East-West fence line and an existing Northeast-Southwest running fence line;

Thence, leaving said East-West fence line and measuring along said Northeast-Southwest fence line the following courses and distances;

North  $33^{\circ}53'40''$  East 1628.75 feet to an iron pin;

Thence, North  $34^{\circ}12'33''$  East 927.08 feet to an iron pin;

Thence North  $34^{\circ}13'21''$  East 745.53 feet to an iron pin, marking the intersection of said Northeast-Southwest fence line and the Southwesterly right-of-way of Idaho State Highway No. 17, also known as the Garden Valley Highway;

Thence, leaving said Northeast-Southwest fence line and along said Southwesterly right-of-way line, South  $03^{\circ}34'36''$  East 324.09 feet to an iron pipe, marking the intersection of said Southwesterly right-of-way line and the East boundary line of the West half of the Southeast quarter of the Southeast quarter of said Section 22;

Thence, leaving said Southwesterly right-of-way line and along said East boundary line, South  $9^{\circ}25'30''$  East 1156.87 feet to an iron pin, marking the intersection of said East boundary line and the section line common to said Sections 22 and 27; said iron pin, also being the Southeast corner of the West half of the Southeast quarter of the Southeast quarter of said Section 22;

Thence, leaving said East boundary line and along the section line common to said Sections 22 and 27, North  $89^{\circ}55'40''$  East 45.28 feet to an iron pin;

Thence, leaving said section line, South  $27^{\circ}57'29''$  West 1495.41 feet to the Real Point of Beginning.

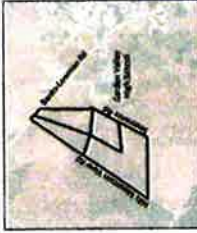




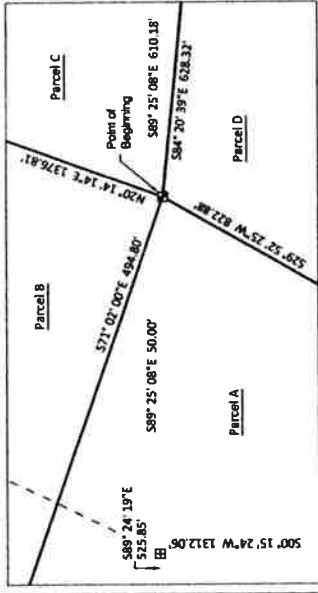
SCALE: 1"=200'

LEGEND

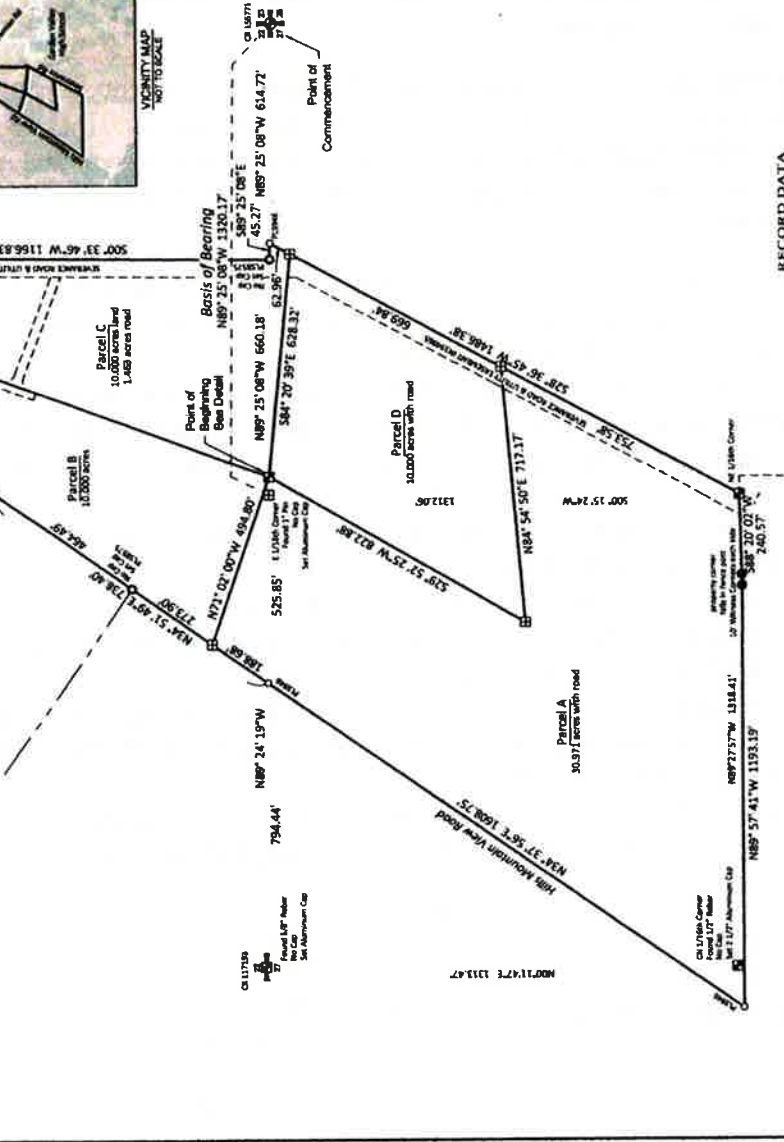
- Boundary
- Neared Lot or Parcel
- Neared Easement
- Neared Easement
- Found Aluminum Cap
- Found 1/2" Rubber in road
- Found 1/2" Rubber in road
- 5/8" 1/2" Rubber & 1.127" Aluminum Cap
- 5/8" 1/2" Rubber & 2" Aluminum Cap
- 5/8" 1/2" Rubber & Plastic Cap 7/8" 1.127"



VELOCITY MAP  
NOT TO SCALE



DETAIL  
SCALE 1"=10'



NOTES

- The recording of this Record of Survey does not enable the owners of the parcels to convey or otherwise dispose of the parcels shown on this map, a written consent must accompany such change in ownership.
- The Land Survey, bearing no liability for survey or future compliance with applicable laws, is hereby approved by the State of Idaho.
- Surveying and road construction and maintenance agreement, over roadway easement area, recorded as instrument No. 124865, for 2012, which is attached hereto without G.U. number and dated 08-28-2012.
- Surveying and road construction and maintenance agreement, over roadway easement area, recorded as instrument No. 124865, for 2012, which is attached hereto without G.U. number and dated 08-28-2012.
- Completion of the provisions of the Boise County Unified Land Use Ordinance.

BASIS OF BEARING

The bearings and distances shown on this Record of Survey are based on the Idaho State Plane Coordinate System, NAD 83 datum, Zone 12N. All bearings shown are on grid azimuth and all distances shown are in feet. Refer to the drawing for the specific bearings and monuments used.



**CERTIFICATE OF SURVEYOR**  
 Leigh and Jen Ward are duly licensed Professional Land Surveyors, licensed by the State of Idaho, and this map has been prepared from an actual survey made on the ground and the map is in conformity with the Survey, Preparation and Filing Act, State of Idaho Code 55-1801 through 55-1813 and to the Idaho Code relating to surveys.

INDEX 941-22-2-0-00-00

INDEX 941-27-1-0-00-00

RECORD OF SURVEY - ONE TIME SPLIT OF ONE PARCEL OF LAND

Leigh and Jen Ward

Situate in the Southeast 1/4 of Section 22 and the North 1/2 of Section 27, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho

FOX LAND SURVEYS

680 N 28 S Progress Avenue, Idaho Falls, ID 83402  
 208-547-7357 | www.foxland.com

SCALE: 1"=200' | DATE: August 2021 | SHEET: 1 OF 1

RECORDED DATA

Record of Survey Instrument No. 124865, 09-17-2018  
 Record of Survey Instrument No. 124862, 11-18-2013  
 Record of Survey Instrument No. 124863, 01-24-2013  
 Record of Survey Instrument No. 124864, 01-24-2013  
 Warranty Deed Instrument No. 274332, 06-08-2021



**Exhibit "A"**  
**Legal Description**  
**Parcel D**

*A strip of land situate in the Northeast 1/4 of Section 27, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho as shown on Record of Survey Instrument No. 277387 and more particularly described as follows.*

**COMMENCING** at the North 1/4 corner of Section 27 as described in Corner Record Instrument No. 17193, thence South 89°24'19" East, 1,320.32 feet to the East 1/16th corner; thence South 89°25'08" West, 50.00 feet to the Northwest corner of Parcel D as shown on the Record of Survey; thence along the westerly boundary of Parcel D, South 29°52'25" West, 46.02 feet to the to the **POINT OF BEGINNING**;

Thence along the arc of a non-tangent curve to the right 118.26 feet, having a radius of 88.00 feet, a delta angle of 76°59'41" and subtended by a chord bearing South 80°05'20" East, 109.56 feet;  
Thence South 41°35'29" East, 194.33 feet;

Thence along the arc a curve to the left 6.17 feet, having a radius of 28.00 feet, a central angle of 12°37'19" and subtended by a chord bearing South 47°54'08" East, 6.16 feet;

Thence South 54°12'48" East, 238.84 feet to the westerly boundary of the Severance Road Easement recorded as Instrument No. 197865;

Thence along said boundary, South 28°36'45" West, 26.21 feet;

Thence North 54°12'48" West, 242.11 feet;

Thence along the arc of a curve to the right 11.90 feet, having a radius of 54.00 feet, a central angle of 12°37'19" and subtended by a chord bearing North 47°54'08" West, 11.87 feet;

Thence North 41°35'29" West, 194.33 feet;

Thence along the arc of a curve to the left 117.45 feet, having a radius of 62.00 feet, a central angle of 108°32'06" and subtended by a chord bearing South 84°08'28" West, 100.66 feet;

Thence South 29°52'25" West, 208.87 feet;

Thence North 60°07'35" West, 13.00 feet to the westerly boundary of Parcel D;

Thence along said boundary, North 29°52'25" East, 254.90 feet to the **POINT OF BEGINNING**.

Containing 0.403 acres, more or less.

Prepared by:

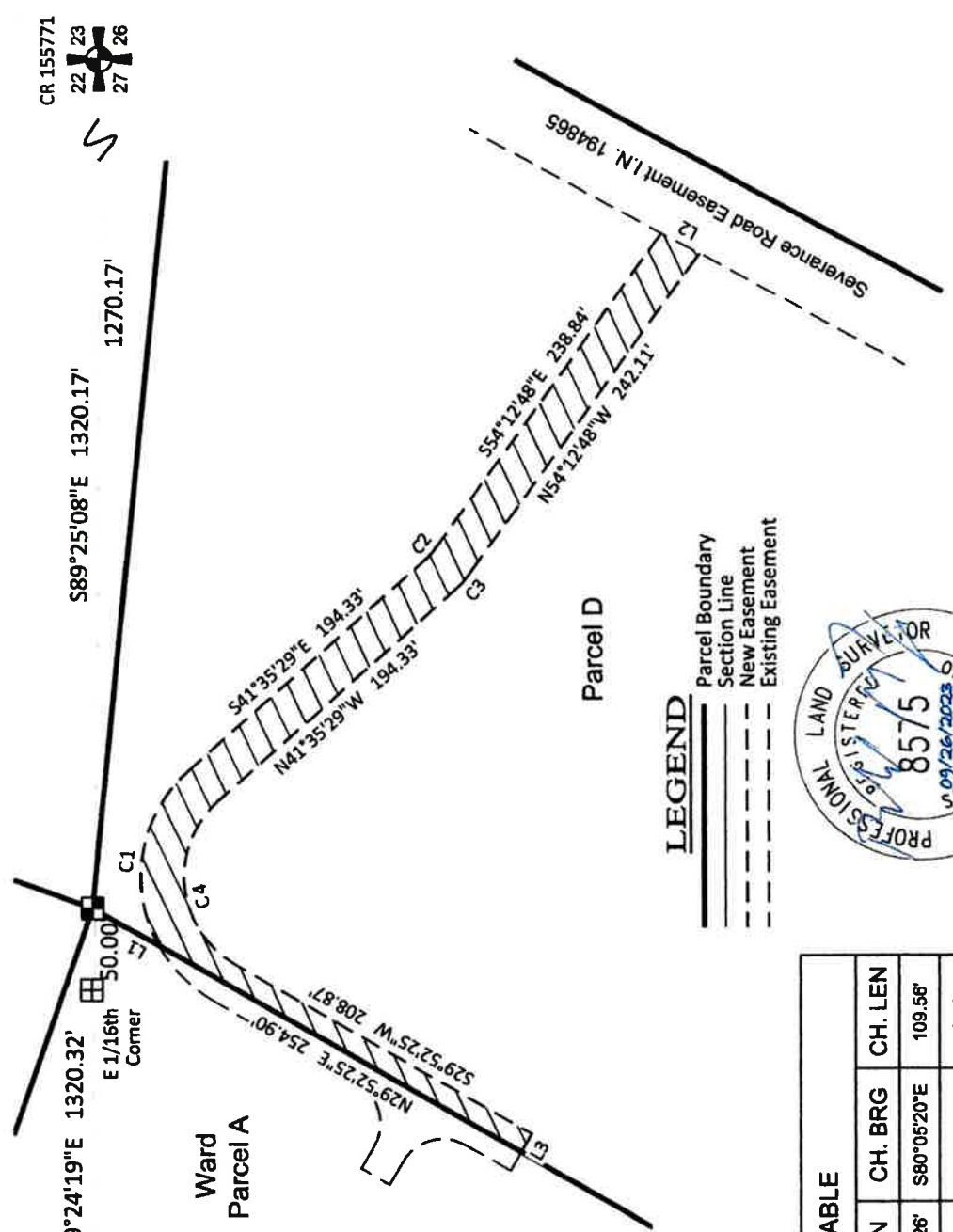
Ronald M. Hodge, PLS

Survey Department Manager

RMH:tc



# EXHIBIT B SURVEY MAP



SCALE: 1" = 100'

**LEGEND**

- Parcel Boundary
- Section Line
- New Easement
- Existing Easement



**LINE TABLE**

L#	DIRECTION	LEN
L1	S29° 52' 25"W	46.02'
L2	S28° 36' 45"W	26.21'
L3	N60° 07' 35"W	13.00'

**CURVE TABLE**

C#	RADIUS	DELTA	LEN	CH. BRG	CH. LEN
C1	86.00'	076°59'41"	118.26'	S80°05'20"E	109.56'
C2	28.00'	012°37'19"	6.17'	S47°54'08"E	6.16'
C3	54.00'	012°37'19"	11.90'	N47°54'08"W	11.87'
C4	62.00'	108°32'08"	117.45'	S84°08'28"W	100.66'

**HMH ENGINEERING**  
(208) 342-7957

