



LAKE BUFFER LOT EASEMENT MODIFICATION

THIS LAKE BUFFER LOT EASEMENT MODIFICATION ("**Modification**") is made to that certain Lake Buffer Lot Easement Agreement ("**Agreement**") executed by Legacy Community Association, Inc. (the "**Association**") and Horseshoe Flats, LLC (the "**Developer**") on or about July 24, 2014 and recorded as Instrument No. 2014-061071, records Ada County, Idaho.

Recitals

A. The Agreement conveyed from the Association to the Developer on behalf of future owners of each Dominant Lot identified therein an easement in accordance with the particular terms and conditions set forth in said Agreement, a copy of which is attached hereto as **Exhibit A** and is by this reference incorporated herein.

B. The Association desires to extend and modify the easement area available for use by certain Lot Owners, so that each lot that backs onto Legacy Lake has the right to the exclusive use of a portion of Legacy Lake that generally lies between the lots' rear yard line and the water line of Legacy Lake.

AGREEMENT MODIFICATION

1. **Definitions.** All terms defined in the Agreement shall have the same meaning in this Modification unless otherwise defined in this Modification.

2. **Lots.** Each of the lots referenced herein are lots in Block 3, Snoqualmie Falls Subdivision No. 4 filed in Book 107 of Plats, Pages 14807 through 14810, records Ada County, Idaho, except for Lot 1, Block 6, Mosca Seca Subdivision No. 1 (defined in the Agreement as "**Legacy Lake**"). This block, phase and plat reference are incorporated to complete the full legal description of any lot stated hereafter.

3. **Easement Areas.** The Easement Areas defined in Recital F of the Agreement are modified in accordance with this Section:

(i) **Lots Adjacent to Lake Buffer Lots.** The easement areas appurtenant to each of the following Lots: Lots 18, 19, 20, 21, 22, 37, 38 and 39 (each a "**Dominant Lot**") is that portion of Lake Buffer Lot 17 or Lake Buffer Lot 36, as the case may be, that is contiguous to the Dominant Lot AND that portion of the pond bank of Legacy Lake bounded by the extension of the Dominant Lots' side lot lines to the water line of Legacy Lake (each an "**Easement Area**"), which Easement Areas are depicted on the schematic document entitled "Pond Shore Use Easement" attached hereto as **Exhibit B** and by this reference incorporated herein (the "**Pond Shore Map**").

(ii) **Easement Area for Lot 23, Block 3, Snoqualmie Falls Subdivision No. 4.**

The Easement Area for Lot 23 (a "**Dominant Lot**") is the portion of Lake Buffer Lot 17 and the pond bank portion of Legacy Lake that is bounded by the extension of the northern side lot line of said Lot 23 to the water line of Legacy Lake, and that certain line from the most southern point of Lot 17 that bears north 80 degrees east from the rear lot line of the said Lot 23 to the water line of Legacy Lake, which Easement Area is also depicted on the Pond Shore Map.

(iii) **Easement Area for Lot 26, Block 3, Snoqualmie Falls Subdivision No. 4.**

The Easement Area for Lot 26 (a "**Dominant Lot**") is the pond bank portion of Legacy Lake contiguous to the rear yard lot line of said Lot 26 that is bounded on the west by the rear lot line of Lot 23 to the southerly point of Lot 17 and on the east by that certain line that bears north 5 degrees west commencing at the northeasterly corner of said Lot 26 to the water line of Legacy Lake, which Easement Area is also depicted on **Exhibit B** attached hereto.

(iv) **Easement Area for Lot 33, Block 3, Snoqualmie Falls Subdivision No. 4.**

The Easement Area for Lot 33 (a "**Dominant Lot**") is all of Lot 34 and the portion of the pond bank of Legacy Lake that is bounded on the west by the line that bears north 5 degrees west commencing at the northeasterly corner of Lot 26 to the water line of Legacy Lake, and bounded on the east by that certain line that bears north 57 degrees west from a point on the cul-de-sac of W. Stadium Ct. depicted on **Exhibit B** to the water line of Legacy Lake, which Easement Area is also depicted on **Exhibit B** attached hereto.

(v) **Easement Area for Lot 35, Block 3, Snoqualmie Falls Subdivision No. 4.**

The Easement Area for Lot 35 (a "**Dominant Lot**") is the portion of Lake Buffer Lot 36 and the Pond Bank portion of Lake Legacy that is contiguous to both the north and west side lot lines of Lot 35 extending to the water line of Lake Legacy, which Easement Area is depicted on **Exhibit B** attached hereto.

(vi) **Easement Area of Lot 40, Block 3, Snoqualmie Falls Subdivision No. 4.**

The Easement Area for Lot 40 ("a **Dominant Lot**") is the portion of Lake Buffer Lot 36 and the pond bank portion of Legacy Lake that is bounded on the west by the extension of the westerly side lot line of Lot 40 to the water line of Legacy Lake and on the east by the extension of the easterly side lot line of Lot 40 to the water line of Legacy Lake, which Easement Area is also depicted on **Exhibit B** attached hereto.

(vii) **Easement Area of Lot 41, Block 3, Snoqualmie Falls Subdivision No. 4.**

The Easement Area for Lot 41 (a "**Dominant Lot**") is the pond bank portion of Legacy Lake contiguous to the rear yard lot line of said Lot 41 and that is bounded on the west by the extension of the northwesterly side lot line of Lot 41 to the water line of Legacy Lake and on the east by the line that bears north 1 degree east commencing at the northwesterly corner of Lot 44 to the water line of Legacy Lake, which Easement Area is also depicted on **Exhibit B** attached hereto.

(viii) **Easement Area for Lot 44, Block 3, Snoqualmie Falls Subdivision No.**

4. The Easement Area for Lot 44 (a "**Dominant Lot**") is the pond bank portion of Legacy Lake that is bounded on the west by the line that bears north 1 degree east commencing at the northwesterly corner of Lot 44 to the water line of Legacy Lake and on the east by the line that is the extension of the east side lot line of Lot 44 to the water line of Legacy Lake.

4. Grant of Easement. The Association does hereby grant to the Lot Owner of each Dominant Lot, their successors and assigns the Easement Area defined in Sections 3(i) through 3(viii) above, applicable to the particular Dominant Lot on the terms and conditions and for the purposes described in Sections 2 through 8 of the Agreement.

5. Permissive Uses of the Easement. Section 2 of the Agreement is deleted in its entirety and replaced by the following:

"2. Permissive Uses of the Easement. The Easement may be utilized for landscaping purposes, including planting of grass, shrubs, deciduous shade trees and the installation of landscape materials, including sand, rock outcroppings and ornamental grasses. Retaining walls may be permitted. In the event the Lot Owner constructs side yard fencing, as permitted by the Association's design guidelines, such fence lines may be extended over a portion of the Easement Area. A rear yard fence may also be constructed to enclose a portion of the Easement Area into the Lot Owner's back yard, provided however no fencing shall be permitted beyond the top of bank so that the Legacy Lake slope banks are not encumbered with any type of fencing. Other permanent structures, including, in some cases swimming pools may be constructed on the Easement Area. No landscaping, landscaping materials, or structures may be installed without the approval of the Association, which approval must be processed in accordance with the Legacy Design Guidelines and Approval Procedures in place at the time of the proposed structures and/or landscape improvements."

6. Maintenance. The obligation of the Lot Owners of the Dominant Lots to maintain the Easement Area associated with each particular Dominant Lot, as set forth in Section 4 of the Agreement, which required such maintenance "to the top of bank," is hereby extended to include the expanded Easement Area for each of said Dominant Lots to the water level of Legacy Lake to the extent that each Dominant Lots' Easement Area is by this Modification extended to the Legacy Lake's water line.

7. Association's Rights. Nothing set forth herein shall limit the Association's rights under that easement reserved to the Association to access for lake and lake slope maintenance the Dominant Lots and the Lake Buffer Lots, as more specifically set forth in Note 11 to the Snoqualmie Falls Subdivision No. 4 Plat, Instrument No. 2014-058679.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed as of the dates written below each of their names below.

LEGACY COMMUNITY ASSOCIATION, INC.

HORSESHOE FLATS, LLC,
By: Developers Services, Inc.

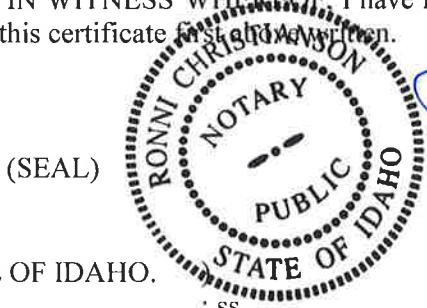
By *Brian F. McColl*
Brian F. McColl, its President
Date: 10-27-15

By *Brian F. McColl*
Brian F. McColl, its President
Date: 10-27-15

STATE OF IDAHO,)
 : ss.
County of Ada .)

On this 27th day of October, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **Brian F. McColl**, known and identified to me to be the **President of Legacy Community Association, Inc.**, an Idaho corporation, that executed the instrument or the person who executed the instrument on behalf of said corporation, 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.

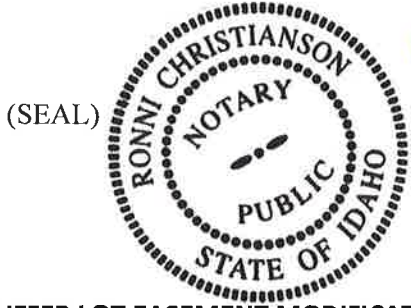


Ronni Christianson
Notary Public for Idaho
Residing at Boise, Idaho
Commission expires: 6-30-16

STATE OF IDAHO,)
 : ss.
County of Ada.)

On this 27th day of October, 2015, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Brian F. McColl**, known or identified to me to be the **President of Developers Services, Inc.**, an Idaho corporation, the Manager of **Horseshoe Flats, LLC**, an Idaho limited liability company, and the limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and that such limited liability 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.



Ronni Christianson
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 6-30-16

EXHIBIT A
LAKE LOT BUFFER EASEMENT AGREEMENT

(See attached following four pages)

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LAKE BUFFER LOT EASEMENT AGREEMENT

THIS LAKE BUFFER LOT EASEMENT AGREEMENT ("**Agreement**") is made effective this 24 day of July, 2014, by and among Legacy Community Association, Inc. (the "**Association**") and Horseshoe Flats, LLC (the "**Developer**").

Recitals

A. The Developer has platted that certain residential subdivision known as Snoqualmie Falls Subdivision No. 4, which plat is recorded as Instrument No. 2014058679, records Ada County, Idaho (the "**Plat**"). The Plat is a phase in that certain master planned community in Eagle, Idaho known as Legacy.

B. Lots 17, 34 and 36 of Block 3, Snoqualmie Falls Subdivision No. 4 (the "**Lake Buffer Lots**") are designated on the Plat as Common Area Lots to be owned by the Association.

C. The Lake Buffer Lots generally consist of a strip of property bordered on one side by Lot 1, Block 6, Mosca Seca Subdivision No. 1 ("**Legacy Lake**") and on the other side by platted residential lots. Each such adjacent residential lot is referred to hereinafter as a "**Dominant Lot.**"

D. Although the Lake Buffer Lots are owned by the Association, they are not easily accessible by lot owners other than the lot owners whose lots are contiguous to the Lake Buffer Lots.

E. The Association is willing to encumber portions of the Lake Buffer Lots that are contiguous to the Dominant Lots.

F. For each Dominant Lot the portion of the contiguous Lake Buffer Lot that is contiguous to the Dominant Lot and bounded by the area, if the Dominant Lot's side lot lines were extended straight to the water's edge, is referred to hereinafter as the Dominant Lot's "**Easement Area.**"

F. As of the date of this Agreement, the Developer owns each Dominant Lot.

AGREEMENT

1. Grant of Easement. The Association does hereby grant to the Developer for and on behalf of all future owners of each Dominant Lot (a "**Lot Owner**"), their heirs, successors and assigns, an easement on and over the Easement Area contiguous to the Dominant Lot for the purposes described herein (the "**Easement**").

2. Permissive Uses of the Easement. The Easement may be utilized for landscaping purposes, including planting of grass, shrubs, deciduous shade trees and the installation of landscape materials, including sand, rock outcroppings and ornamental grasses. Retaining walls may be permitted. In the event the Lot Owner constructs side yard fencing, as permitted by the

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Association's design guidelines, such fence lines may be extended over a portion of the Easement Area and a rear yard fence may also be constructed to enclose a portion of the Easement Area into the Lot Owner's back yard, provided however no fencing shall be permitted beyond the top of bank so that the Legacy Lake slope banks are not encumbered with any type of fencing. No other permanent structures shall be constructed on the Easement Area. No landscaping or landscaping materials may be installed without the approval of the Association, which approval must be processed in accordance with the Legacy Design Guidelines and Approval Procedures in place at the time of the proposed landscape improvements.

3. Insurance. The Lot Owner shall include the Easement Area within its liability insurance coverage for the Dominant Lot.

4. Maintenance. Each Easement Area shall be maintained by the adjacent Lot Owner. The Lot Owner's obligation to maintain the Easement Area to the top of bank shall not be construed to restrict the Association's rights to access the Lake Buffer Lots for the purpose of providing maintenance and landscaping should the Lot Owner fail to do so, all as more specifically set forth in Section 13.6 of the Community Charter for Legacy, Instrument No. 108048693, records Ada County, Idaho (the "Charter") and levy a Specific Assessment against the Dominant Lot to cover the Association's cost incurred, all in accordance with Section 12.4 of the Charter. The lake bank portions of the Lake Buffer Lots are part of the Legacy Lake Service Area, and the adjacent residential lots may be subject to an assessment for each lot's share of the Service Area Expense.

5. Exclusivity. The Easement granted herein is exclusive to the Lot Owner and may not be utilized by other members of the Association; provided however the Easement granted herein is subject to that certain easement reserved to the Association as delineated on the Plat and referenced in Note No. 11 set forth on the Plat.

6. Indemnification and Release. The Lot Owner shall be obligated to defend, indemnify and hold harmless the Association and the Developer, their agents, employees, successors and assigns from any and all claims, demands, liabilities, causes of action, costs or expenses (including reasonable attorneys' fees, which shall be paid as incurred) of whatever nature, lodged or prosecuted by third parties, with respect to any injuries, damages, losses or expenses resulting from the exercise of the rights herein granted, or from the use of an Easement Area by the Lot Owner. The Lot Owner further releases and discharges the Association and the Developer, their agents, employees, successors and assigns from any claims, demands, liabilities, causes of action, expenses or compensation whatsoever, which may arise in the future, on account of, or arising out of, or connected with the Lot Owner's use and maintenance of the Easement Area, or the rights granted pursuant to the Easement, including, without limitation, the condition, water quality and hydrology of the pond and pond bank.

7. Easement to Run with the Land. This Easement shall be for the benefit of the relevant Dominant Lot and shall run with the Dominant Lot and shall burden the Lake Buffer Lot and shall bind the Lot Owner, its heirs, successors and assigns. Such heirs, successors and assigns shall take title to the Dominant Lot subject to all of the terms and conditions set forth in this Easement Agreement.

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8. Recordation. This Easement Agreement shall be recorded in the official records of the Ada County Recorder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

ASSOCIATION

LEGACY COMMUNITY
ASSOCIATION, INC.

By *Marty Goldsmith*
Marty Goldsmith, its President

DEVELOPER


HORSESHOE FLATS, LLC,
By: Developers Services, Inc.,
Its: Manager,

By: *Brian F. McGill*
Brian F. McGill, its President

STATE OF IDAHO,)
 : ss.
County of Ada .)

On this 24 day of July, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **Marty Goldsmith**, known and identified to me to be the **President of Legacy Community Association, Inc.**, an Idaho corporation, that executed the instrument or the person who executed the instrument on behalf of said corporation, 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.

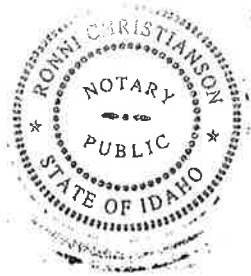
(SEAL)  *Ronni Christianson*
Notary Public for Idaho
Residing at Boise, Idaho
Commission expires: 6/30/16

STATE OF IDAHO,)
 : ss.
County of Ada .)

On this 29 day of July, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **Brian F. McColl**, known and identified to me to be the **President of Developers Services, Inc., the Manger of Horseshoe Flats, LLC**, an Idaho liability company, and the Manager who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and that such corporation executed the same in said limited liability company name.

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

(SEAL)



Ronni Christianson
Notary Public for Idaho
Residing at Paige, Idaho
Commission expires: 6/30/16

Lake Buffer Lot Easement Agreement - 4

EXHIBIT B POND SHORE USE EASEMENT DEPICTION

