ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=20 HEATHER LUTHER
TITLEONE BOISE

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POND LOT EASEMENT AGREEMENT
(SFNo5)

THIS POND LOT EASEMENT AGREEMENT ("**Agreement**") is made effective this 12th day of January 2017, by and among Legacy Community Association, Inc. (the "**Association**"), Horseshoe Flats, LLC (the "**Developer**"), and certain individual lot owners.

Recitals

A. The Developer has platted that certain residential subdivision known as Snoqualmie Falls Subdivision No. 5, which plat is recorded as Instrument No. 2014-098854, records of Ada County, Idaho ("**Phase 5**"). Phase 5 is a phase of that certain master planned community in Eagle known as Legacy.

B. Lot 1, Block 9, Snoqualmie Falls No. 5 is a developed pond that is owned by the Association (the "**Phase 5 Pond**").

C. The lot pins for the rear lot lines of the pond front lots in Phase 5 are located partway down the pond bank such that the Phase 5 Pond includes not only the pond surface but also a portion of the pond banks, which banks have been landscaped with turf.

D. Although a portion of the pond bank is a part of the Phase 5 Pond, it is not easily accessible by lot owners other than the lot owners whose lots ("**Pond Lots**") are contiguous to the Phase 5 Pond; and the Phase 5 Pond portion of the landscaped pond bank is easier to maintain, either by the Association or by each owner of a Pond Lot in connection with that owner's maintenance of the lot owner's backyard.

E. The Association is willing to encumber the pond slope portions of the Phase 5 Pond that are contiguous to each Pond Lot with the easement set forth herein.

F. As of the date of this Agreement, the Developer owns all of the Pond Lots, other than Lots 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 of Block 9, which Pond Lots are owned by the lot owners, some of whom have executed this Agreement and are identified by their signatures below.

AGREEMENT

1. **Easement Area.** The "**Pond Lot Easement Area**" linked to each Pond Lot is the portion of the Phase 5 Pond that is contiguous to the backyard of the particular Pond Lot that is bounded by the Pond Lot's rear lot line; those certain lines that extend the particular Pond Lot's side yard lines (the "**Easement Side Boundary Lines**") as depicted on **Exhibit A** attached hereto (the "**Pond Shore Use Easement Exhibit**"); and the pond shoreline. The following Pond

Lots have a Pond Lot Easement Area: Lots 2-12 and Lots 15-25, each in Block 9, Snoqualmie Falls Subdivision No. 5. Lots 13 and 14, Block 9, Snoqualmie Falls Subdivision No. 5, do not have a Pond Lot Easement Area as the rear of these two lots border on the landscaped portion of Lot 1, Block 9 rather than pond water area of the Phase 5 Pond. The Easement Side Boundary Lines are depicted on the Pond Shore Use Easement Exhibit by noting the directional call of each Easement Side Boundary Line. The distance for each Easement Boundary Line is not noted on the Pond Shore Use Easement Exhibit but is in all cases the distance from a point on the Pond Lot's rear lot line designated on the Pond Shore Use Easement Exhibit (in most cases a lot corner boundary pin) to the actual pond shoreline.

2. **Grant of Easement.** The Association does hereby grant to the Developer for and on behalf of all future owners of each Pond Lot owned by the Developer as of the date of recordation of this Agreement, and to the individual lot owners who have signed this instrument below (each a "**Lot Owner**") their successors and assigns, an easement (the "**Easement**") on and over the Easement Area contiguous to each Pond Lot as described in Section 1 above and depicted on **Exhibit A**. This Easement shall not commence until the Association gives notice that it will no longer be maintaining the Easement Area, which notification shall be recorded as an instrument in the office of the recorder of Ada County (the "**Commencement Notification**"). Until recordation of the notification, the Lot Owners shall not have the easement rights granted herein and in turn shall not be required to maintain the Pond Lot Easement Area associated with the Lot Owner's particular lot.

3. **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 a Lot Owner constructs side yard and rear yard fences as permitted by the Association's Design Guidelines, the rear yard fence shall not be permitted beyond the top of bank so that the slope portions of the Phase 5 pond banks are not encumbered with any type of fencing. 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.

4. **Insurance.** The Lot Owner shall include each owner's Pond Lot Easement Area within its liability insurance coverage for the owner's Pond Lot.

5. **Maintenance.** Upon issuance of the Commencement Notification, each Easement Area shall be maintained by the adjacent Lot Owner. The Lot Owner's obligation to maintain the Easement Area shall not be construed to restrict the Association's rights to access the Easement Areas 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 particular Pond Lot to cover the Association's cost incurred, all in accordance with Section 12.4 of the Charter. Further, for each Pond Lot this Easement shall not commence until the Lot Owner, be it the Developer, a builder, or homeowner has signed and recorded this Agreement or a counterpart thereof.

6. **Exclusivity.** The Easement granted herein on and after its commencement date shall be exclusive to the Lot Owner over the Easement Area adjacent to the Lot Owner's Pond Lot and may not be utilized by other members of the Association, subject however to the easement reserved to the Developer and the Association set forth in Section 13.6 of the Charter.

7. **Indemnification and Release.** Each Lot Owner is 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. Each 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 Phase 5 Pond and Phase 5 Pond bank.

8. **Easement to Run with the Land.** This Easement shall be for the benefit of the relevant Pond Lot and shall run with the Pond Lot and shall burden the contiguous Phase 5 Pond and shall bind the Lot Owner, its heirs, successors and assigns. Such heirs, successors and assigns shall take title to the Pond Lot subject to all of the terms and conditions set forth in this Agreement.

9. **Recordation.** This Agreement shall be recorded in the official records of the Ada County Recorder.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same Agreement.

[SIGNATURES FOUND ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, Horseshoe Flats, LLC caused this Agreement to be executed as of the date written below its name hereunder:

Horseshoe Flats, LLC, by
Developers Services, Inc., its Manager,

By _____
Brian F. McColl, its President

Date: January 3, 2017

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

On this 3rd day of January, 2017, 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 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: 7-15-22

(SEAL)

RONNI CHRISTIANSON
NOTARY
PUBLIC
STATE OF IDAHO

IN WITNESS WHEREOF, Legacy Community Association, Inc. caused this Agreement to be executed as of the date written below its name hereunder:

LEGACY COMMUNITY ASSOCIATION, INC.

By_____
Justin Martin, its President

Date: 12-29-2016

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

On this 29th day of December, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **Justin Martin**, 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.

Notary Public for Idaho
Residing at Boise, Idaho
Commission expires: 9-19-2022

(SEAL)

ASHLEY M. YOUNG
Notary Public
State of Idaho

IN WITNESS WHEREOF, Lot Owner caused this Agreement to be executed as of the date written below his/her/its name hereunder:

Owner(s) of Lot 4, Block 9, Snoqualmie Falls Subdivision No. 5, by:

Domicile, LLC

Signature

By: Anthony J. Martel Jr.
Print Name

Date: 12/14/16

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

On this 14th day of December, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony J. Martel Jr known and identified to me to be the owner of Domicile, LLC, an Idaho Limited Liability Corporation, that executed the instrument or the person who executed the instrument on behalf of said Limited Liability Corporation, and acknowledged to me that such Limited Liability 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.

Mackenzie

Notary Public for Idaho
Residing at Boise, Idaho
Commission expires: 1/23/18

(SEAL)

MACKENZIE PETERSEN
Notary Public
State of Idaho

IN WITNESS WHEREOF, **Lot Owner caused this Agreement to be executed as of the date written below his/her/its name hereunder:**

Owner(s) of Lot 5, Block 9, Snoqualmie Falls Subdivision No. 5~~, and Lot 25, Block 9, Snoqualmie Falls Subdivision No. 5, by:~~

Solitude Homes, Inc.

Signature

By: Cody Weight, President

Date: 12-20-16

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

On this 20th day of December, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Cody Weight, known and identified to me to be the President of Solitude Homes, 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 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.

Anna Hunt
Notary Public for Idaho
Residing at _____, Idaho
Commission expires: _____

(SEAL)

ANNA HUNT
NOTARY
PUBLIC
STATE OF IDAHO

Anna Hunt
Residing At: Eagle, Idaho
Commission Expires: 08/01/2022

IN WITNESS WHEREOF, Lot Owner caused this Agreement to be executed as of the date written below his/her/its name hereunder:

Owner(s) of Lot 6, Block 9, Snoqualmie Falls Subdivision No. 5~~, and Lot 20, Block 9, Snoqualmie Falls Subdivision No. 5~~, by:

Superior Custom Homes, Ltd. Co.

Signature

By: Ronald L. Henry, Managing Member

Date: 12-13-16

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

On this 13th day of December, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald L. Henry, known and identified to me to be the Managing Member of Superior Custom Homes, Ltd, Co. an Idaho Limited Liability Company that executed the instrument or the person who executed the instrument on behalf of said Limited Liability Company, and acknowledged to me 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.

Notary Public for Idaho
Residing at Boise, Idaho
Commission expires: 9-19-2022

(SEAL)

ASHLEY M. YOUNG
Notary Public
State of Idaho

IN WITNESS WHEREOF, Lot Owner caused this Agreement to be executed as of the date written below his/her/its name hereunder:

Owner(s) of Lot 7, Block 9, Snoqualmie Falls Subdivision No. 5, by:

Russell S. Somers

Russell S Somers

Signature

Date: 1/3/2017

Laurie K. Somers

Laurie K Somers

Signature

Date: 1/3/2017

STATE OF ~~IDAHO,~~ Washington)
) ss.
County of ~~Ada~~ King)

On this 3rd day of January, ~~2016,~~ 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Russell S. Somers, known and identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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)

Notary Public
State of Washington
P CARTER TAYLOR
My Appointment Expires Oct 8, 2018

Notary Public for ~~Idaho~~ Washington
Residing at Kenmore WA ~~, Idaho~~
Commission expires: 8/8/2018

STATE OF ~~IDAHO,~~ Washington)
) ss.
County of ~~Ada~~ King)

On this 3rd day of January, ~~2016,~~ 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Laurie K. Somers, known and identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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)

Notary Public
State of Washington
P CARTER TAYLOR
My Appointment Expires Oct 8, 2018

Notary Public for ~~Idaho~~ Washington
Residing at Kenmore WA ~~, Idaho~~
Commission expires: 8/8/2018

IN WITNESS WHEREOF, Lot Owner caused this Agreement to be executed as of the date written below his/her/its name hereunder:

Owner(s) of Lot 8, Block 9, Snoqualmie Falls Subdivision No. 5, by:

Pamela A. Frazer

Signature

Date: 1/2/17

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

On this 2nd day of January, ~~2016~~ 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Pamela A. Frazer, known and identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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) ASHLEY M. YOUNG
Notary Public
State of Idaho

Notary Public for Idaho
Residing at Boise, Idaho
Commission expires: 9-19-2022

IN WITNESS WHEREOF, Lot Owner caused this Agreement to be executed as of the date written below his/her/its name hereunder:

Owner(s) of Lot 9, Block 9, Snoqualmie Falls Subdivision No. 5, and Lot 17, Block 9, Snoqualmie Falls Subdivision No. 5 by:

Balt, LLC

Signature

By: Brandon Hanks, President

Print Name

Date: Dec. 15, 2016

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

On this 15th day of DECEMBER, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Brandon Hanks known and identified to me to be the President of Balt, LLC an Idaho Limited Liability Company, that executed the instrument or the person who executed the instrument on behalf of said Limited Liability Company, and acknowledged to me 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.

Notary Public for Idaho
Residing at Boise, Idaho
Commission expires: 9-19-2022

(SEAL)

ASHLEY M. YOUNG
Notary Public
State of Idaho

IN WITNESS WHEREOF, Lot Owner caused this Agreement to be executed as of the date written below his/her/its name hereunder:

Owner(s) of Lot 16, Block 9, Snoqualmie Falls Subdivision No. 5, by:

White Pine Builders, Inc.

Signature

By: Cory Pasqualone

Date: 12-19-16

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

On this 19th day of DECEMBER, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Cory Pasqualone, known and identified to me to be the PRESIDENT of White Pine Builders, 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 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.

(SEAL)

ASHLEY M. YOUNG
Notary Public
State of Idaho

Notary Public for Idaho
Residing at BOISE, Idaho
Commission expires: 9-19-2022

IN WITNESS WHEREOF, Lot Owner caused this Agreement to be executed as of the date written below his/her/its name hereunder:

Owner(s) of Lot 18, Block 9, Snoqualmie Falls Subdivision No. 5, by:

The Robert and Melissa Stave Trust dated August 6, 2004

Robert A. Stave, Trustee

Date: 12-30-16

Melissa J. Stave, Trustee

Date: 12-30-16

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

On this 30th day of December 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert A. Stave and Melissa J. Stave as Trustees, known and identified to me to be the Trustees of The Robert and Melissa Stave Trust dated August 6, 2004, that executed the instrument or the person who executed the instrument on behalf of said Trust and acknowledged to me that such Trust 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) ASHLEY M. YOUNG
Notary Public
State of Idaho

Notary Public for Idaho
Residing at Boise, Idaho
Commission expires: 9-19-2022

IN WITNESS WHEREOF, Lot Owner caused this Agreement to be executed as of the date written below his/her/its name hereunder:

Owner(s) of Lot 19, Block 9, Snoqualmie Falls Subdivision No. 5, by:

Mark Markulin

Signature

Date: 12/30/16

Bernadette Forystek

Signature

Date: 12-30-16

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

On this 30 day of December, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Markulin, known and identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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)

ALLISON GOURLEY NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Meridian, Idaho
Commission expires: 06/14/2018

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

On this 30 day of December, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Bernadette Forystek, known and identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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)

ALLISON GOURLEY NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Meridian, Idaho
Commission expires: 06/14/2018

IN WITNESS WHEREOF, Lot Owner caused this Agreement to be executed as of the date written below his/her/its name hereunder:

Owner(s) of Lot 20, Block 9, Snoqualmie Falls Subdivision No. 5, by:

Keith Graham

Signature

Date: 1-3-17

Marjorie Graham

Signature

Date: 1·3·2017

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

On this 3rd day of January, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Keith Graham and Marjorie Graham, known and identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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)

JUSTIN JUDD
NOTARY
PUBLIC
STATE OF IDAHO

Notary Public for Idaho
Residing at Boise, Idaho
Commission expires: 3/8/2019

IN WITNESS WHEREOF, Lot Owner caused this Agreement to be executed as of the date written below his/her/its name hereunder:

Owner(s) of Lot 21, Block 9, Snoqualmie Falls Subdivision No. 5, by:

Stetson Homes, Inc.

Signature

By: Stan J. Ray, President

Date: Jan 10 2017

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

On this 10th day of January, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Stan J. Ray, known and identified to me to be the President of Stetson Homes, 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 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 Boise, Idaho
Commission expires: 9-19-2022

(SEAL)

ASHLEY M. YOUNG
Notary Public
State of Idaho

IN WITNESS WHEREOF, Lot Owner caused this Agreement to be executed as of the date written below his/her/its name hereunder:

Owner(s) of Lot 22, Block 9, Snoqualmie Falls Subdivision No. 5, by:

Frederick W. Hoffman

Signature

Date: 1/6/17

Kimberly L. Hoffman

Signature

Date: 1/6/17

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

On this 6th day of January, ~~2016~~ 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Frederick W. Hoffman, known and identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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) ASHLEY M. YOUNG
Notary Public
State of Idaho

Notary Public for Idaho
Residing at Boise, Idaho
Commission expires: 9-19-2022

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

On this 6th day of January, ~~2016~~ 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Kimberly L. Hoffman, known and identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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) ASHLEY M. YOUNG
Notary Public
State of Idaho

Notary Public for Idaho
Residing at Boise, Idaho
Commission expires: 9-19-2022

IN WITNESS WHEREOF, Lot Owner caused this Agreement to be executed as of the date written below his/her/its name hereunder:

Owner(s) of Lot 23, Block 9, Snoqualmie Falls Subdivision No. 5, by:

Stacy Construction, Inc.

Signature

By: Wayne Stacy
Print Name

Date: 12/20/16

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

On this 20th day of December, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Wayne Stacy, known and identified to me to be the President of Stacy Construction, 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 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 Boise, Idaho
Commission expires: 9-19-2022

(SEAL)
ASHLEY M. YOUNG
Notary Public
State of Idaho

IN WITNESS WHEREOF, Lot Owner caused this Agreement to be executed as of the date written below his/her/its name hereunder:

Owner(s) of Lot 25, Block 9, Snoqualmie Falls Subdivision No. 5, by:

Robert S. Hatch

Signature

Date: 7 January, 2017

Barbara Hatch

Barbara Hatch

Signature

Date: 1-7-2017

STATE OF ~~IDAHO~~, Washington)
) ss.
County of ~~Ada~~ Clark)

On this 7th day of January, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert S. Hatch, known and identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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) Notary Public
State of Washington
CHARLENE WAITS
My Appointment Expires Apr 28, 2017

Notary Public for ~~Idaho~~ Washington
Residing at Clark CO, ~~Idaho~~ Washington
Commission expires: 4-28-17

STATE OF ~~IDAHO~~, Washington)
: ss.
County of ~~Ada~~ Clark)

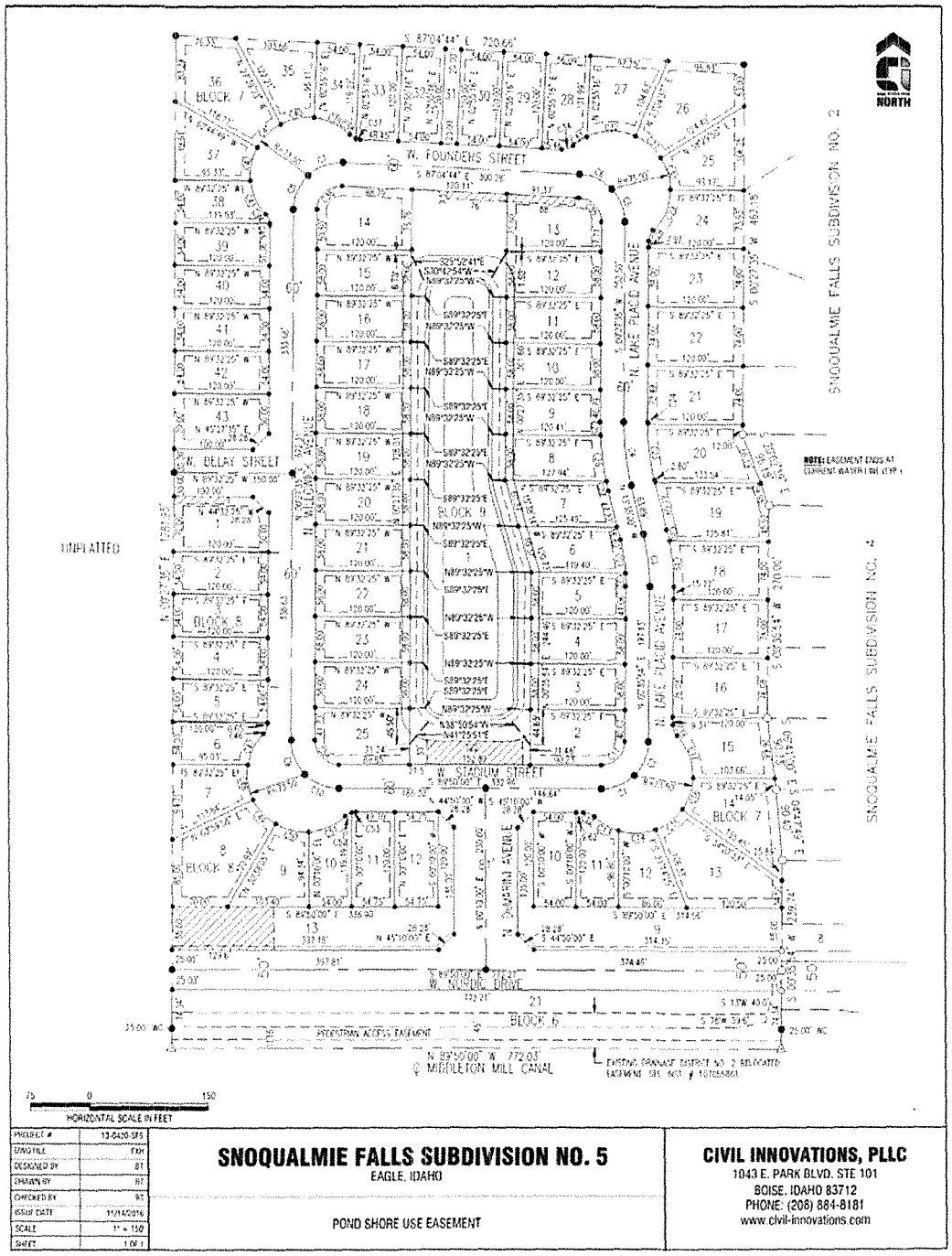
On this 7 day of January, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Barbara Hatch known and identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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) Notary Public
State of Washington
CHARLENE WAITS
My Appointment Expires Apr 28, 2017

Notary Public for ~~Idaho~~ Washington
Residing at Clark, ~~Idaho~~ Washington
Commission expires: 4-28-17

EXHIBIT A
POND SHORE USE EASEMENTS EXHIBIT



POND LOT EASEMENT AGREEMENT