

When recorded, return to:

M3 Companies
1087 West River Street, Suite 310
Boise, ID 83702

FOR RECORDER'S INFORMATION ONLY

MAINTENANCE EASEMENT AGREEMENT

This Maintenance Easement Agreement (this "**Agreement**"), is entered into as of the date last written below (the "**Effective Date**"), between Shadow Mountain Construction, Inc., an Idaho corporation ("**Grantor**") and Riverstone Homeowners' Association, Inc., an Idaho non-profit corporation ("**Grantee**"), whose address is 1087 W. River Street, Suite 310, Boise, Idaho 83702, with respect to the following:

A. Grantor owns that certain property located in Ada County, State of Idaho, more particularly described on **Exhibit A**, attached hereto and made a part hereof ("**Grantor's Property**"), which is located within that certain residential development commonly known as Moon Valley Estates (the "**Subdivision**").

B. Grantee is the owner's association for the Subdivision and desires non-exclusive use of a portion of Grantor's Property described and depicted in **Exhibit B** attached hereto and made a part hereof (the "**Easement Area**") for the purposes set forth herein, including performing maintenance on ponds located on common area in the Subdivision, subject to all of the terms and conditions identified herein.

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

1. Grant of Easement. Grantor grants to Grantee (and Grantee's individual members, agents, owners, employees, officers, principals, or designees (collectively, "**Grantee's Agents**")) a non-exclusive easement (the "**Easement**") to use the Easement Area for the purposes of access to and performance of maintenance of the ponds as such are located in the Easement Area.

2. Easement in Gross. This Easement is personal to Grantee, and solely for the benefit of Grantee and Grantee's Agents. The term of this Easement shall in all other respects be perpetual and the obligations created herein shall run with the Easement Area.

3. Grantor's Reserved Rights. Grantor's use of the Easement Area shall not at any time conflict with or impair Grantee's use of the same or Grantee's operations on the Easement Area. Notwithstanding anything to the contrary contained herein, the Easement shall not provide Grantee or any of its individual members or owners or members of the general public to congregate or otherwise use the Easement for trails, pathways, or gathering spaces. No public dedication of the Easement Area is intended or created by this Agreement.

4. AS IS/Assumption of Risk. Grantee accepts the Easement Area in its "**AS IS**" condition together with all latent and patent defects and shall use the Easement Area completely at its own risk.

5. Improvements. Grantee may from time to time install, maintain, replace, or repair facilities, improvements, structures, or any similar classification of property (collectively, "**Improvements**") on or within the Easement Area if required for the proper maintenance and operation of the ponds located within and adjacent to the Easement Area.

6. **Indemnification.** Grantor or Grantee (as applicable, the "**Indemnifying Party**") agrees to indemnify, defend, and hold the remaining party (the "**Non-Indemnifying Party**") harmless from and against any and all suits, claims, demands, actions, proceedings, judgments, injuries, personal property damage, penalties, liabilities, damages, losses, costs, or expenses of any kind or nature whatsoever including without limitation attorney's fees and related costs (all of the foregoing collectively being referred to herein as "**Claims**") arising directly or indirectly, in whole or in part, out of any of the following: (a) any violation of this Agreement by the Indemnifying Party or any agents, contractors, subcontractors, independent contractors, visitors, employees, invitees, or guests of the Indemnifying Party (collectively, the "**Indemnifying Party's Agents**"); or (b) any action (or failure to act), activities, uses and/or occupancy by the Indemnifying Party and/or Indemnifying Party's Agents in, on, or about Easement Area. The provisions of this Section 6 shall survive the termination, revocation, or expiration of this Agreement.

7. **Grantee's Agents.** All of Grantee's Agents shall use the Easement Area only in strict accordance with all of the terms and conditions of this Easement and Grantee shall be liable for any failure of Grantee's Agents to abide by the same and such failure shall constitute a breach of this Agreement by Grantee.

8. **Miscellaneous.**

a. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. **Authority.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this Agreement have full power and authority, to execute and deliver this Agreement, and that this Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms.

c. **Waivers.** No provision of this Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Agreement.

d. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

e. **Attorneys' Fees and Costs.** In the event of any litigation between the parties to this Agreement in connection with the interpretation or enforcement of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees, and all other litigation related expenses, including, without limitation, court costs, expert fees, investigation, discovery, and travel fees (whether incurred at the trial, appellate or administrative level). All such fees shall be deemed to have accrued as of the commencement of such action and shall be in such amounts as the court or administrative body may judge reasonable, all of which may be incorporated into and be a part of any judgment or decision rendered in such litigation.

f. **Survival.** Terms and conditions of this Agreement, which by their sense and context survive the termination, cancellation, or expiration of this Agreement will so survive.

g. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding between the parties regarding Grantee's use of the Easement Area and supersedes all prior and contemporaneous offers, negotiations, and other agreements concerning the subject matter contained herein. There are no representations or understandings

of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by duly authorized representatives of both parties.

h. **No Presumptions Regarding Preparation of Agreement.** The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Agreement. Accordingly, it is the intention and agreement of the parties that the language, terms, and conditions of this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Agreement.

i. **Section Headings.** The headings and captions of the paragraphs and sections of this Agreement, and table of contents and/or index if included, are for convenience and reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

j. **Exhibits.** All exhibits referenced herein are attached to the Agreement and incorporated into the terms of the Agreement.

[end of text – signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

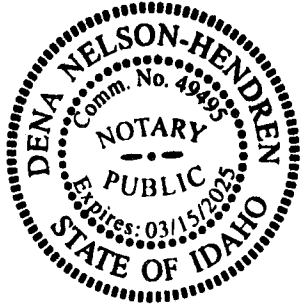
GRANTOR:

SHADOW MOUNTAIN CONSTRUCTION, INC.,
an Idaho corporation

By: [Signature]
Name: Donald Flynn
Its: PRESIDENT
Date: 10-1-21

STATE OF Idaho)
County of Ada) ss.

This record was acknowledged before me on December, 2021 (date) by Donald Flynn as President of Shadow Mountain Construction, Inc.



Dena Nelson-Hendren
Notary Public for Boise, Idaho
Residing at Boise, Idaho
My commission expires: 3-15-2025

GRANTEE:

RIVERSTONE HOMEOWNERS' ASSOCIATION, INC.,
an Idaho nonprofit corporation

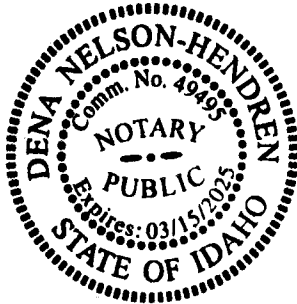
By: [Signature]

Mark Tate, President

Date: 12-1-21

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on December 1, 2021 (date), by Mark Tate, as President of Riverstone Homeowners' Association, Inc.



[Signature]
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 3-15-2025

LIST OF EXHIBITS:

- Exhibit A – Legal Description of the Property
- Exhibit B – Legal Description of the Easement Area

EXHIBIT A

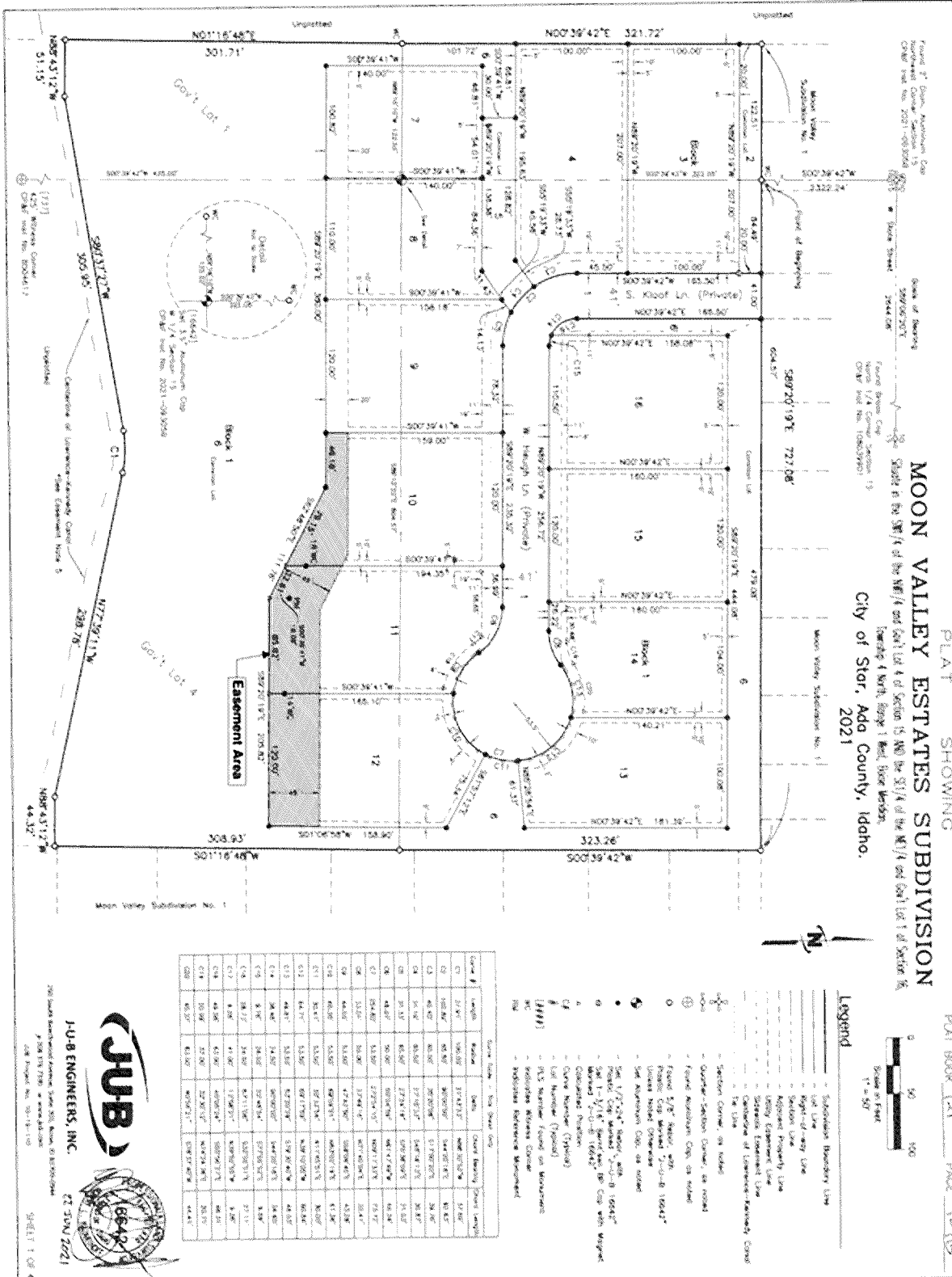
Legal Description of the Property

Lots 10 and 11 in Block 1 of Moon Valley Estates Subdivision, according to the official plat thereof, filed in Book 121 of Plats at Page(s) 18915 through 18918, records of Ada County, Idaho.

EXHIBIT B

Legal Description of the Easement Area

The Easement Area shall be the portions of the Utility Easements shown below located on Lots 10 and 11 in Block 1 of Moon Valley Estates Subdivision as depicted on the official plat thereof, filed in Book 121 of Plats at Page(s) 18915 through 18918, records of Ada County, Idaho.

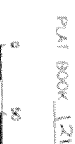


Found of Dome, Mountain, Dome
Chart No. 2021-08-2800
Scale: 1" = 40'

Found of Base, Dome
Chart No. 2021-08-2801
Scale: 1" = 40'

Found of Base, Dome
Chart No. 2021-08-2802
Scale: 1" = 40'

Found of Base, Dome
Chart No. 2021-08-2803
Scale: 1" = 40'



Legend

- Subdivision Boundary Line
- Lot Line
- Right-of-way Line
- Section Line
- Adjacent Property Line
- Utility Easement Line
- Easement Line
- Easement of Eminent-Dominy Canal
- 1/4 Mile
- Section Corner, on water
- Quarter-Section Corner, on road
- Found Monument, C&G, on water
-
-
- Quarter-Section Corner, on road
- Curve Marker (Pinned)
- PLS Marker (Found on Monument)
- Section Reference Monument

Point #	Length	Bearing	Station	Point	Point Bearing	Point Length
C1	126.00'	S 89° 00' 00\"/>	126.00	126.00	S 89° 00' 00\"/>	126.00
C2	126.00'	S 89° 00' 00\"/>	252.00	252.00	S 89° 00' 00\"/>	126.00
C3	126.00'	S 89° 00' 00\"/>	378.00	378.00	S 89° 00' 00\"/>	126.00
C4	126.00'	S 89° 00' 00\"/>	504.00	504.00	S 89° 00' 00\"/>	126.00
C5	126.00'	S 89° 00' 00\"/>	630.00	630.00	S 89° 00' 00\"/>	126.00
C6	126.00'	S 89° 00' 00\"/>	756.00	756.00	S 89° 00' 00\"/>	126.00
C7	126.00'	S 89° 00' 00\"/>	882.00	882.00	S 89° 00' 00\"/>	126.00
C8	126.00'	S 89° 00' 00\"/>	1008.00	1008.00	S 89° 00' 00\"/>	126.00
C9	126.00'	S 89° 00' 00\"/>	1134.00	1134.00	S 89° 00' 00\"/>	126.00
C10	126.00'	S 89° 00' 00\"/>	1260.00	1260.00	S 89° 00' 00\"/>	126.00
C11	126.00'	S 89° 00' 00\"/>	1386.00	1386.00	S 89° 00' 00\"/>	126.00
C12	126.00'	S 89° 00' 00\"/>	1512.00	1512.00	S 89° 00' 00\"/>	126.00
C13	126.00'	S 89° 00' 00\"/>	1638.00	1638.00	S 89° 00' 00\"/>	126.00
C14	126.00'	S 89° 00' 00\"/>	1764.00	1764.00	S 89° 00' 00\"/>	126.00
C15	126.00'	S 89° 00' 00\"/>	1890.00	1890.00	S 89° 00' 00\"/>	126.00
C16	126.00'	S 89° 00' 00\"/>	2016.00	2016.00	S 89° 00' 00\"/>	126.00
C17	126.00'	S 89° 00' 00\"/>	2142.00	2142.00	S 89° 00' 00\"/>	126.00
C18	126.00'	S 89° 00' 00\"/>	2268.00	2268.00	S 89° 00' 00\"/>	126.00
C19	126.00'	S 89° 00' 00\"/>	2394.00	2394.00	S 89° 00' 00\"/>	126.00
C20	126.00'	S 89° 00' 00\"/>	2520.00	2520.00	S 89° 00' 00\"/>	126.00



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208 Project No. 2021-08-1100