

**SIGNAGE, ENTRY FEATURES AND LANDSCAPING EASEMENT**

THIS SIGN, ENTRY FEATURES and LANDSCAPING EASEMENT ("Easement"), is made effective the 7th day of October, 2010, by and between **RAY W. COTTER and SANDRA COTTER, husband and wife** ("Cotter"), and **JONATHAN LOUGH, an unmarried man** ("Lough"), (hereinafter collectively referred to as "Grantors"); and **THE WOODLANDS HOMEOWNERS ASSOCIATION, INC., an Idaho not-for-profit corporation**, (hereinafter referred to as "Grantee").

**WITNESSETH**

WHEREAS, Cotter is the owner of fee simple title in and to the real property known as Lot 1, Block 1, The Woodlands No. 1, and also known as 601 Woodlands Drive, McCall, Idaho 83638, and

WHEREAS, Lough is the owner of fee simple title in and to the real property known as Lot 1, Block 2, The Woodlands No. 1, and also known as 600 Woodlands Drive, McCall, Idaho 83638, and

WHEREAS, The Woodlands Homeowners' Association, Inc. (the "HOA") is an Idaho not-for-profit corporation and the entity responsible for upkeep and maintenance of all common areas and limited common areas located within The Woodlands subdivision, located in McCall, Idaho, and

WHEREAS, there is currently located on portions of the properties owned by Grantors (the "Easement Property") certain signage, entry features and landscaping improvements installed by the HOA and used to delineate and highlight the entry to The Woodlands subdivision. A photographic depiction of the Easement Property is attached hereto and incorporated herein as Exhibit "A", and

WHEREAS, Grantor desires to grant to Grantee an exclusive and perpetual easement over, under and upon a portion of the Burdened Properties (the "Easement Property") to allow for improvement, repair and maintenance of the signage, entry features and landscaping improvements located within the Easement Property described herein and pursuant to the terms and conditions set forth herein,

THEREFORE, Grantors, for good and valuable consideration to be paid by Grantee pursuant to the terms of this Easement, do hereby convey and grant to Grantee and its assigns and successors in interest, an easement ingress and egress over and upon the Easement Property, with full authority to enter upon and improve, maintain and repair the signage, entry features and landscaping improvements, now or hereafter located upon or below the Easement Property as set forth below.

1. **TERM OF EASEMENT** The term of this Easement shall be perpetual, or until such time as said Easement is mutually terminated by written agreement of all of the parties, or their successors in interest.

2. **RIGHTS AND RESPONSIBILITES OF GRANTEE** At all reasonable times, Grantee, together with its agents and subcontractors shall have the right to enter upon the Easement Property for the installing, improving, replacing, maintaining and repairing the signage, entry features and landscaping improvements now located upon or under the Easement Property, together with such future signage, entry features and landscaping improvements as may be agreed to by the Grantee and Grantors. Grantee shall keep the Easement Property vegetation watered, mowed and maintained in clean and orderly manner. Grantee may at any time reconstruct or change the location of the monument sign within the boundaries of the Easement Property, provided that Grantee shall seek the approval of Grantors for such activities, which approval shall not be unreasonably withheld.

3. **RIGHTS AND RESPONSIBILITIES OF GRANTORS** Grantors reserve the right to use the Easement Property for Grantors' own benefit, provided such uses do not interfere with Grantee's use of the Easement Property, and Grantors, their successors and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any structures on the Easement Property that may interfere with the normal maintenance of the signage, entry features and landscaping improvements now or hereafter located thereon. Grantors further grants to Grantee, its agents and subcontractors the reasonable right to enter upon adjoining lands of the Grantors for the purpose of exercising the rights herein granted.

4. **UTILITES AND LIGHTING.** Grantors agree that Grantee may install at its expense such connections as necessary to access Grantors' existing electrical and water services, in order to light and irrigate the Easement Property. In consideration for allowing such connections, and for other benefits provided to Grantee through the Easement described herein, Grantee shall pay to such Grantor as applicable an annual payment of One Hundred Twenty Dollars (\$125.00) per year if electricity is used, and an additional One Hundred Twenty Five Dollars per year if water is used in connection with the Easement Property, said payments beginning on June 1, 2011, and continuing on the 1<sup>st</sup> day of June each year hereafter during the term of the Easement. Grantors shall continue to be responsible for payment of real estate taxes relating to the Easement Property.

5. **COMPLIANCE WITH HOA DOCUMENTS AND CITY ORDINANCES**  
All activities undertaken by Grantee pursuant to the terms of this Easement shall be in compliance with the Master Declaration of Covenants, Conditions and Restrictions for the Woodlands (the "CCRs"), as amended from time to time, together with any applicable ordinances of the City of McCall. In addition, any future enlargement or expansion of the signage, entry features or landscaping within the Easement Property shall be approved in advance by The Woodlands Architectural Committee and the Grantors.

6. **INDEMINIFICATION OF GRANTORS** All subcontractors employed by the HOA in connection with its activities pursuant to this Easement shall be licensed and insured. The HOA will also obtain an endorsement to its existing liability insurance policy expressly extending coverage to the HOA's activities pursuant to this Easement in an amount no less than \$ 1,000,000 and shall request to the extent possible for Grantors to be listed as additional insured parties under said policy. Except as otherwise stated herein, Grantee shall have the obligation to maintain the Easement Property for its own benefit and at its own expense, and Grantee hereby indemnifies and agrees to hold Grantors harmless regarding any claims of any kind for damages, fees, costs, or relief of any kind which may be asserted against Grantor regarding the use, maintenance, upkeep, safety or condition of the Easement Property, save and except claims stemming from Grantor's negligence.


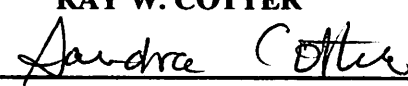
7. **NO ASSIGNMENT BY GRANTEE** Grantee may not assign its rights or responsibilities in this Easement, except to a successor assignee who takes over Grantee's responsibilities associated with the HOA. In the event of any such assignment, the assignee shall be required to assume and conform to the terms and conditions stated in this Easement.

8. **COVENANT RUNNING WITH LAND** The Easement granted herein shall constitute a covenant appurtenant to, burdening and running with the Grantors' Properties described herein, and the provisions of this Easement shall bind and inure to the benefit of the heirs, personal representatives, executors, administrators assigns and successors-in-interest of the parties.

9. **ATTORNEYS FEES** In the event that any dispute arises regarding the legal consequences, interpretation, application, breach or enforcement of this Easement, then the prevailing party to such dispute shall be entitled to recover his/her attorneys fees and costs incurred, including attorneys fees and costs incurred on appeal or in bankruptcy proceedings. However, prior to the initiation of any formal legal proceedings, all parties to this Easement agree to attempt in good faith to informally resolve and dispute, including if necessary, participating in third party mediation or other alternative dispute resolution proceedings.

**WHEREFORE**, the parties have set their hands to this Agreement effective the date and year first above indicated.

**GRANTORS:**

  
\_\_\_\_\_  
RAY W. COTTER  
  
\_\_\_\_\_  
SANDRA COTTER

Jonathan Lough  
JONATHAN LOUGH

GRANTEE:

**THE WOODLANDS HOMEOWNERS'  
ASSOCIATION, INC., an Idaho not-for-profit  
corporation**

\* By: Jacki Susan Reul  
Its President of Board of Directors

STATE OF Idaho  
COUNTY OF Valley

On this 12 day of OCTOBER, 2010, before me, a Notary Public in and for said State, personally appeared **RAY W. COTTER**, known or identified to me as the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she executed the same for the purposes set forth above.

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

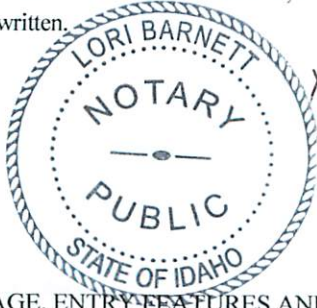


Ray W Cotter / Lori Barnett  
Notary Public Lori Barnett  
Residing at: New meadows  
My Commission Expires: 11-12-15

STATE OF Idaho  
COUNTY OF Valley

On this 12 day of october, 2010, before me, a Notary Public in and for said State, personally appeared **SANDRA COTTER**, known or identified to me as the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she executed the same for the purposes set forth above.

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



Sandra Cotter / Lori Barnett  
Notary Public Lori Barnett  
Residing at: New Meadows  
My Commission Expires: 11-12-15

  
\_\_\_\_\_  
JONATHAN LOUGH

GRANTEE:

**THE WOODLANDS HOMEOWNERS'  
ASSOCIATION, INC., an Idaho not-for-profit  
corporation**

\* By: Jacqui Susan Rul.  
Its President of Board of Directors

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for said State, personally appeared **RAY W. COTTER**, known or identified to me as the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she executed the same for the purposes set forth above.

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

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for said State, personally appeared **SANDRA COTTER**, known or identified to me as the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she executed the same for the purposes set forth above.

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

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

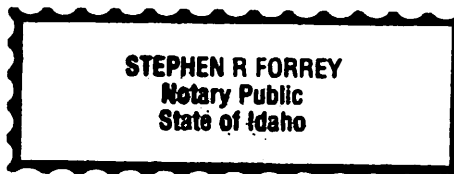
Individual Acknowledgment

State of Idaho )

County of valley )

On this 17<sup>th</sup> day of January, in the year of 2012, before me Stephen R Forrey, personally appeared Jacqui Susan Rubin, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same.

Stephen R. Forrey  
Notary Public  
My Commission Expires on 10-8-16



STATE OF Idaho )

COUNTY OF Valley )

On this 12<sup>th</sup> day of October, 2010, before me, a Notary Public in and for said State, personally appeared **JONATHAN LOUGH**, known or identified to me as the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she executed the same for the purposes set forth above.

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



\_\_\_\_\_  
Notary Public Angela Perkins  
Residing at: New Meadows, ID  
My Commission Expires: 7/12/14

STATE OF Idaho )

COUNTY OF Valley )

On this 17<sup>th</sup> day of January, <sup>2012</sup>~~2010~~, before me, a Notary Public in and for said State, personally appeared JACKI SUSAN RUBIN, known or identified to me as president of the organization that executed the instrument or the person whose name is subscribed to the within instrument, and who acknowledged to me that he executed the same for the purposes and on behalf of the organization set forth above.

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



\_\_\_\_\_  
Notary Public Stephen R Forrey  
Residing at: mccall, ID  
My Commission Expires: 10-8-16



EXHIBIT "A"