



# BOUNDARY COUNTY SUBDIVISION, SHORT PLAT APPLICATION

P.O. Box 419, Bonners Ferry, Idaho 83805

Phone: (208) 267-7212

FILE #: 25-0097

## APPLICANT INFORMATION:

Landowner Name: Bob Edmondson - Dawson Lake Estates, LLC. and Tim Garcia (see next page)

Mailing Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Email: [REDACTED]

## REPRESENTATIVE INFORMATION:

Representative's name: James R. Staples

Company name: J.R.S. Surveying, Inc.

Mailing Address: [REDACTED]

State: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

## PARCEL INFORMATION: and RP63N02E309000A (see next page)

Parcel #: RP63N02E306601A Parcel Acreage: 50.00 Parcel Zone: Ag/Forest 10ac

Subdivision name: Dawson Lake Estates ☒ New ☐ Amendment ☐ Re-plat

Point of access: USF3 Rd # 2222 Nearest public road: Meadow Creek Road

Subdivision type: ☐ Primitive ☒ Rural ☐ Lot line adjustment/amendment

Proposed # of lots: 5 Smallest lot size: 10 ac Largest lot size: 10 ac

Utilities: Water: ☒ Well ☐ Assn. Electric: ☐ BF ☒ NLI

Sewer: ☐ BF ☒ Septic ☐ Community: Fire district: North Bench Fire Dept.

Roads: ☐ Existing public ☐ Proposed public ☒ Private ☐ State ☐ Federal

Who will maintain roads? ☐ Public ☐ Private association ☒ Lot owners

Special purpose districts (fire, water, irrigation, drainage, etc.): NBench Fire, BCSD #101

## TO BE COMPLETED BY COUNTY:

Zone District: <b>Ag/Forestry</b>	Overlay Zones: <input type="checkbox"/> Airport <input type="checkbox"/> Flood	<input checked="" type="checkbox"/> Wetland <input type="checkbox"/> None	<input type="checkbox"/> Bonners Ferry ACI <input type="checkbox"/> Moyie Springs ACI	Received:
Floodplain: <b>Zone X</b>	Panel #: <b>1602070400B</b>	Development Permit #: <b>n/a</b>	Receipt #: <b>33814</b>	

**RECEIVED**  
**MAY 14 2025**  
**BY: 33814**



# BOUNDARY COUNTY SUBDIVISION, SHORT PLAT APPLICATION

P.O. Box 419, Bonners Ferry, Idaho 83805

Phone: (208) 267-7212

FILE #: 25-0097

## APPLICANT INFORMATION:

Landowner Name: Tim & Shontel Garcia - Dawson Lake Estates, LLC. and Bob Edmondson

Mailing Address:

State:

Zip:

## REPRESENTATIVE INFORMATION:

Representative's name: John Marquette

Company name: J.R.S. Surveying, Inc.

Mailing

State:

Zip:

Email:

## PARCEL INFORMATION:

Parcel #: RP63N02E309000A

Parcel Acreage: 40.42 acres

Parcel Zone: Ag/Forest 10ac

Subdivision name: Dawson Lake Estates

☒ New ☐ Amendment ☐ Re-plat

Point of access: USFS Rd #2222

Nearest public road: Meadow Creek Road

Subdivision type: ☐ Primitive ☒ Rural ☐ Lot line adjustment/amendment

10.12 acres

Proposed # of lots: 4

Smallest lot size: 10 ac

Largest lot size: 10.42ac

Utilities: Water: ☒ Well ☐ Assn.

Electric: ☐ BF ☒ NLI

Sewer: ☐ BF ☒ Septic ☐ Community:

Fire district: North Bench Fire Dept.

Roads: ☐ Existing public ☐ Proposed public ☒ Private ☐ State ☐ Federal

Who will maintain roads? ☐ Public ☐ Private association ☒ Lot owners

Special purpose districts (fire, water, irrigation, drainage, etc.): NBench, BCSD#101

## TO BE COMPLETED BY COUNTY:

Zone District: <b>Ag/Forestry</b>	Overlay Zones: <input type="checkbox"/> Airport <input type="checkbox"/> Flood	<input checked="" type="checkbox"/> Wetland <input type="checkbox"/> None	<input type="checkbox"/> Bonners Ferry ACI <input type="checkbox"/> Moyie Springs ACI	Received: <b>RECEIVED</b> <b>MAY 14 2025</b> Receipt #: <b>33815</b>
Floodplain: <b>Zone X</b>	Panel #: <b>1602070425B</b>	Development Permit #: <b>n/a</b>		

## PROJECT DESCRIPTION:

350

Describe purpose of application (structure types, services, etc.):

The purpose of this application is to divide a 50-acre parcel (Edmondson) with the adjacent property to the east, 40.42 acres (Garcia), into 9 lots with a commonly named subdivision.

## REQUIRED:

### APPLICATION CHECKLIST:

COPY OF DEED: <input checked="" type="checkbox"/>	ACCESS, EASEMENT INFORMATION <input checked="" type="checkbox"/>	Submitted 5/14/25 PROPOSED/APPROVED ROAD NAME <input type="checkbox"/>
PRELIMINARY PLAT: One 11x17 <input checked="" type="checkbox"/> One electronic copy	ANY PROPOSED CC&RS <input type="checkbox"/>	APPLICABLE WILL-SERVE LETTERS <input type="checkbox"/>
PROPOSED ROAD DESIGN <input checked="" type="checkbox"/>	UNIQUE SUBDIVISION NAME <input checked="" type="checkbox"/>	FEES <input checked="" type="checkbox"/>
ADDITIONAL DOCUMENTS, CHARTS, MAPS, OR DRAWINGS NECESSARY TO CONVEY SCOPE & DESIGN STANDARDS		<input type="checkbox"/>

I hereby certify that all the information, statements, attachments, and exhibits submitted herewith are true to the best of my knowledge. I further grant permission to Boundary County employees and representatives, elected or appointed officials to enter upon the subject land to make examinations, post the property or review the premises relative to the processing of this application.

Landowner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Landowner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Landowner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Submit with application fee to:  
Boundary County Planning & Zoning  
P.O. Box 419  
Bonners Ferry, ID 83805



# PRELIMINARY PLAT DAWSON LAKE ESTATES

IN THE  
S1/2 SE1/4 & E1/2 E1/2 SE1/4 SW1/4  
OF  
SECTION 30  
TOWNSHIP 63 NORTH, RANGE 2 EAST, B.M.  
BOUNDARY COUNTY, IDAHO  
FOR  
GARCIA/EDMONDSON

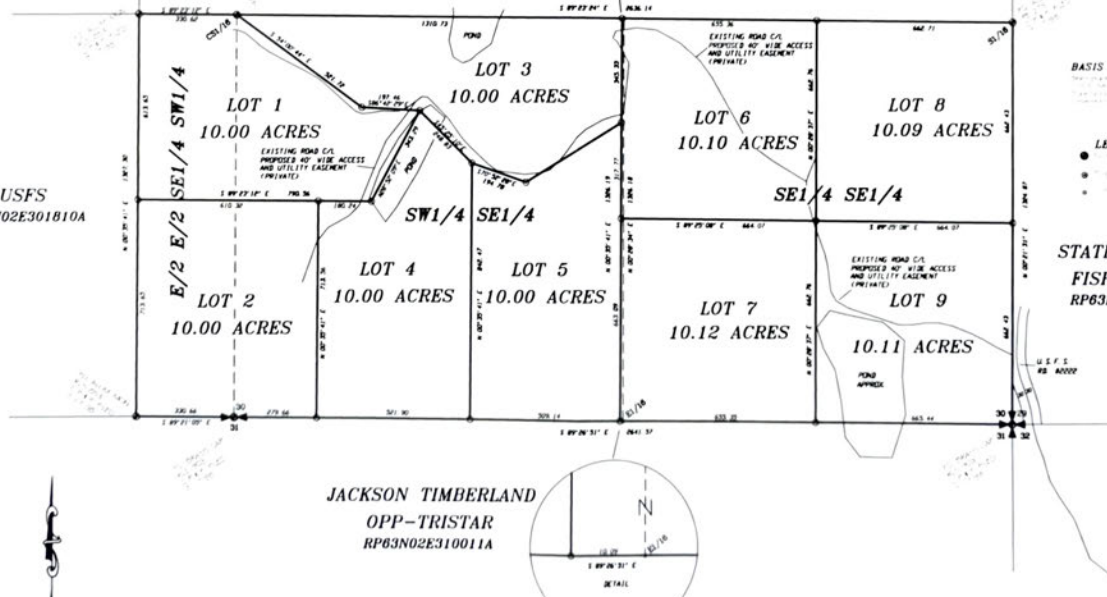
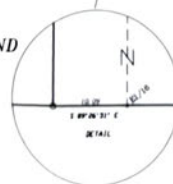
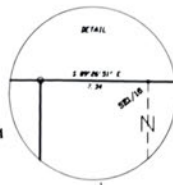
LEVEL OF SERVICES

BUSHNELL REV  
INTER VIVOS TRUST  
RP63N02E305105A

USFS  
RP63N02E301810A

USFS  
RP63N02E301810A

JACKSON TIMBERLAND  
OPP-TRISTAR  
RP63N02E310011A



BASIS OF BEARINGS

LEGEND

STATE OF IDAHO  
FISH & GAME  
RP63N02E293610A

J.R.S. SURVEYING, INC.	
P.O. BOX 3039 - 6476 S. MAIN ST.	
BOHMER TERRY - (208) 836-0303	
FIRM: 06/17/2005	
PRELIMINARY PLAT	
FOR: BOUNDARY LINE CORRECTION	DATE: 06/17/2005
BY: J.R.S.	DATE: 06/17/2005
REV. NO. 1000, REV. 2.0	DATE: 06/17/2005
BOHMER TERRY - (208) 836-0303	DATE: 06/17/2005

STATE OF IDAHO }  
County of Boundary }

Filed by: Alliance Title - Bonners Ferry Office  
on 01/05/2023 at 04:36 PM  
Glenda Poston  
County Recorder *Glenda Poston*  
By Deputy

By Deputy

Fees: \$ 15.00

E-Recording

Recording Number: 293408

### QUITCLAIM DEED

ORDER NO.: 628079

FOR VALUE RECEIVED,

**Dawson Lake Estates, LLC, an Idaho Limited Liability Company**

do(es) hereby convey, release, remise and forever quitclaim unto

**Dawson Lake Estates, LLC, an Idaho Limited Liability Company**

whose current address is: 6491 Jackson St., Bonners Ferry ID 83805

the following described premises:

See attached Exhibit 'A'

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Dated: 01/05/2023

**Dawson Lake Estates, LLC, an Idaho Limited Liability Company**

*[Signature]*  
By: Timothy A Garcia,  
Manager/Member

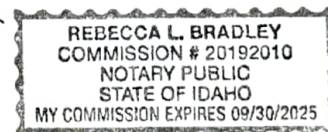
*[Signature]* Manager/Member  
Robert Edmondson,  
Manager/Member

State of Idaho) ss  
County of Boundary)

On this 5th day of January, 2023, before me,  
*Rebecca L. Bradley*, a Notary Public in and for said state, personally  
appeared **Timothy A Garcia** known or identified to me to be the Managing Member in  
the Limited Liability Company known as Dawson Lake Estates, LLC, who executed the  
foregoing instrument in said LLC 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.

*Rebecca L. Bradley*  
*Rebecca L. Bradley*  
Notary Public for the State of Idaho  
Residing at: Bonners Ferry  
Commission Expires: 09/30/2025



State of Idaho) ss  
County of Bonner)

On this 28<sup>th</sup> day of Dec., 2022, before me,  
a Notary Public in and for said state, personally  
appeared Robert Edmondson, known or identified to me to be the Managing Member in  
the Limited Liability Company known as Dawson Lake Estates, LLC, who executed the  
foregoing instrument in said LLC name

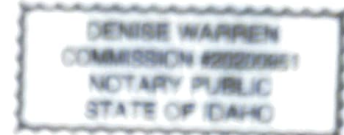
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year in this certificate first above written.



Notary Public for the State of Idaho

Residing at \_\_\_\_\_ Residing in: Adopt ☒

Commission Expires: ~~Commission Expires~~ 03/03/2026



### **PROPERTY DESCRIPTION – 40.42 ACRE TRACT**

**A tract of land situated in South Half of the Southeast Quarter (S1/2 SE1/4) of Section Thirty (30), Township Sixty-three (63) North, Range Two (2) East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:**

**BEGINNING at the southeast corner of said Section 30 which is marked on the ground by a Brass Cap stamped RLS 903; thence, along the south line of said SE1/4, N 89°26'51" W, 1330.88 feet to a 5/8" rebar and plastic cap stamped PLS 3628; thence, leaving said south line N 00°35'41" E, 1326.19 feet to the intersection with the north line of the S1/2 SE1/4 which is marked on the ground by a 5/8" rebar and plastic cap stamped PLS 3628; thence, along said north line S 89°23'24" E, 1325.42 feet to the northeast corner of the S1/2 SE1/4 which is marked on the ground by Aluminum Monument stamped PE 2751; thence, along the east line of the S1/2 SE1/4, S 00°21'31" W, 1324.87 feet to the POINT OF BEGINNING, encompassing an area of 40.42 acres.**

STATE OF IDAHO }  
County of Boundary }

Filed by: Alliance Title - Bonners Ferry Office  
on 01/05/2023 at 04:36 PM  
Glenda Poston  
County Recorder \_\_\_\_\_  
By Deputy

Fees \$ 15.00  
E-Recording  
Recording Number 293407

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See attached Exhibit 'A'

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Dated: 01/05/2023

**Dawson Lake Estates, LLC, an Idaho Limited Liability Company**

[Signature]  
By: **Timothy A Garcia,**  
Manager/Member

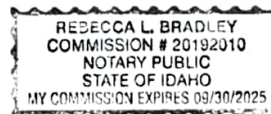
[Signature]  
**Robert Edmondson,**  
Manager/Member

State of Idaho } ss  
County of Boundary }

On this 5<sup>th</sup> day of January, 2023, before me,  
Rebecca L. Bradley, a Notary Public in and for said state, personally  
appeared **Timothy A Garcia** known or identified to me to be the Managing Member in  
the Limited Liability Company known as Dawson Lake Estates, LLC, who executed the  
foregoing instrument in said LLC 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.

[Signature]  
Rebecca L. Bradley  
Notary Public for the State of Idaho  
Residing at: Bonners Ferry  
Commission Expires: 09/30/2025



**QUITCLAIM DEED**

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See attached Exhibit 'A'

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Dated: \_\_\_\_\_

**Dawson Lake Estates, LLC, an Idaho Limited Liability Company**

By: Timothy A Garcia,  
Manager/Member

*Rm Edm* Manager/Member  
Robert Edmondson,  
Manager/Member

State of Idaho) ss  
County of Boundary)

On this 28<sup>th</sup> day of Dec, 2022, before me,  
DENISE WARREN, a Notary Public in and for said state, personally  
appeared Timothy A Garcia known or identified to me to be the Managing Member in  
the Limited Liability Company known as Dawson Lake Estates, LLC, who executed the  
foregoing instrument in said LLC 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.

*Denise Warren*  
DENISE WARREN

*see attached*

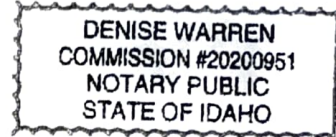
Notary Public for the State of Idaho  
Residing at: ~~Bonners Ferry~~ Residing In: Athol, ID  
Commission Expires: \_\_\_\_\_ Commission Expires: 03/09/2026

State of Idaho} ss  
County of Bonner)

On this 28<sup>th</sup> day of Dec., 2022, before me,  
DENISE WARREN, a Notary Public in and for said state, personally  
appeared **Robert Edmondson**, known or identified to me to be the Managing Member in  
the Limited Liability Company known as Dawson Lake Estates, LLC, who executed the  
foregoing instrument in said LLC 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.

*Denise Warren*  
DENISE WARREN  
Notary Public for the State of Idaho  
Residing at: \_\_\_\_\_ Residing In: Athol, ID  
Commission Expires: \_\_\_\_\_ Commission Expires: 03/09/2026



### **PROPERTY DESCRIPTION – 50.00 ACRE TRACT**

A tract of land situated in South Half of the Southeast Quarter (S1/2 SE1/4) and the East Half of the East Half of the Southeast Quarter of the Southwest Quarter (E1/2 E1/2 SE1/4 SW1/4) of Section Thirty (30), Township Sixty-three (63) North, Range Two (2) East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

BEGINNING at the southwest corner of said E1/2 E1/2 SE1/4 SW1/4 which is marked on the ground by an Aluminum Monument stamped RLS 853; thence, along the west line of the E1/2 E1/2 SE1/4 SW1/4, N 00°35'41" E, 1327.30 feet to the northwest corner of the E1/2 E1/2 SE1/4 SW1/4 which is marked on the ground by an Aluminum Monument stamped RLS 853; thence, along the north line of the E1/2 E1/2 SE1/4 SW1/4, S 89°23'12" E, 330.62 feet to the northwest corner of said S1/2 SE1/4 which is marked on the ground by an Aluminum Monument stamped PE 2751; thence, along the north line of the S1/2 SE1/4, S 89°23'24" E, 1310.73 feet to a 5/8" rebar and plastic cap stamped PLS 3628; thence, leaving said north line S 00°35'41" W, 1326.19 feet to the intersection with the south line of the S1/2 SE1/4 which is marked on the ground by a 5/8" rebar and plastic cap stamped PLS 3628; thence, along said south line N 89°26'51" W, 1310.70 feet to the southwest corner of the S1/2 SE1/4 which is marked on the ground by a Brass Cap stamped RLS 903; thence, along the south line of the E1/2 E1/2 SE1/4 SW1/4, N 89°21'05" W, 330.66 feet to the POINT OF BEGINNING, encompassing an area of 50.00 acres.

After recording, please return to:  
USDA Forest Service  
Idaho Panhandle National Forest  
Attn: Ryan Domsalla  
3232 Nursery Road  
Coeur d'Alene, Idaho 83815-8363

5460 ROW Fish 'N Game Road, Idaho Panhandle National Forests

## FOREST SERVICE CONSENT AGREEMENT

**Reference:** Fish 'N Game Road (NFSR) #2222

WHEREAS, the United States of America, hereinafter called the Government, has an interest in the real property hereinafter described within an Right-of-Way (easement) deed dated August 15, 1978 and as recorded August 24, 1978 as Instrument No. 127980 Boundary County, State of Idaho, and which easement traverses the following described real property in the County of Boundary, State of Idaho to wit:

Boise Meridian,  
Township 63 North, Range 2 East, Section 29, W½SW¼.

**WHEREAS Dawson Lakes Estates LLC.**, hereinafter called Consentee, has need to construct, operate, and maintain a single road approach and any necessary appurtenances thereto within the Government's easement. The approximate location of the road approach is depicted on Exhibit A, attached hereto and made a part hereof.

**NOW THEREFORE**, the Government consents to the construction, operation, and maintenance of an approach road and appurtenances thereto, within the Government's easement, subject to the following conditions:

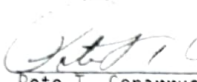
1. The term Consentee, as used herein, shall include any contractor(s), agent(s) and/or representative(s) acting on behalf of the Consentee.
2. Consentee shall comply with all federal, state, and local laws and regulations that apply to construction and operation of the agreed-upon improvements.
3. If/when required by the Forest Service, Consentee shall ensure that all construction is completed in accordance with plans and/or construction drawings approved in advance by the Forest Service.
4. Consentee shall ensure the driving surface of the approach road is blended with and compacted to the same extent as that of the NFS road so as to prevent settlement and/or a hazard to those traveling on the NFS road.
5. Consentee shall promptly repair, to Forest Service standards, any and all damage to NFS road(s) caused by Consentee's construction, maintenance or use of the approach road or any appurtenances thereto.

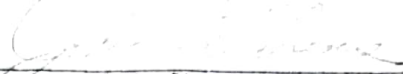
6. Consentee shall restore cut and fill slopes, and shall construct, install and maintain ditches, culverts and/or other drainage structures, as may be required by the Forest Service, to prevent damage to the NFS road.
7. When required by the Forest Service, Consentee shall install a culvert or other drainage device at the junction of the approach road and the NFS road. Unless otherwise specified by the Forest Service, any culvert installed by Consentee shall be a minimum of eighteen (18) inches in diameter (or 21" x 15" pipe arch). The exact diameter and length shall be specified by the Forest Service.
8. Consentee may construct, install and maintain the following specific appurtenant improvements: driveway approach and associated culvert within the Government easement, as specified by the Forest Service Residential Road Approach Standards attached and made a part hereto.
9. Consentee shall trim or remove vegetation, as may be required by the Forest Service, to create and maintain safe sight distance from the approach.
10. Consentee agrees not to use any vehicle or conveyance on the NFS road when such use would likely cause damage to the road surface. Examples include but are not limited to spring break-up, fall rains, immediately following heavy summer thundershowers, when closed by snowpack, or other periods when the road surface is saturated or otherwise subject to damage, or when the Forest Service has closed the road by special order, or for emergency purposes (e.g. forest fire).
11. This Agreement does not authorize use of the NFS road for commercial hauling purposes. Consentee must obtain additional written authorization from the Forest Service prior to using the NFS road for any commercial hauling purposes.
12. Consentee shall indemnify and hold the Government harmless against all claims or liabilities for damage to life or property arising from acts or omissions of Consentee or its agents in the construction, maintenance and use of said approach road and appurtenances thereto.
13. This Agreement shall remain in effect until terminated upon the written request of either party.
14. This Agreement may be modified at any time upon written mutual agreement by both parties.
15. The Forest Service reserves the right to unilaterally modify or terminate this Agreement at any time Consentee fails to perform under the terms and conditions herein, or when such modification or termination becomes necessary to protect NFS resources, improvements or the general public.
16. The District Ranger, Bonners Ferry Ranger District, (208) 267-5561, is responsible for administering this Agreement. Consentee should contact him/her regarding any questions concerning this Agreement.

IN WITNESS WHEREOF, the said Grantor has hereunto subscribed his name and affixed his seal on the day and year first above written.

COUNTERSIGNED:

STATE BOARD OF LAND COMMISSIONERS

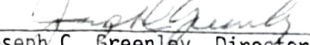
  
Pete T. Cenarrus

By:   
Governor of the State of Idaho and  
President of the State Board of  
Land Commissioners

COUNTERSIGNED:

STATE OF IDAHO DEPARTMENT OF FISH  
AND GAME

  
Gordon C. Trombley  
State Land Commissioner Director

By:   
Joseph C. Greenley, Director  
Idaho Department of Fish and Game


ACKNOWLEDGMENT

STATE OF IDAHO )  
County of Ada ) ss.

On this 17 day of August, 1978, before me, a Notary Public in and for said State, personally appeared John V. Evans, known to me to be the President of the State Board of Land Commissioners, and the Governor of the State of Idaho; and Pete T. Cenarrusa, known to me to be the Secretary of the State of Idaho; and Joseph C. Greenley, known to me to be the Director of the Idaho Department of Fish and Game; and Gordon C. Trombley, known to me to be the Land Commissioner for the State of Idaho, that executed the within instrument and acknowledged to me that the State of Idaho, State Board of Land Commissioners and the Department of Fish and Game executed the same.

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

S E A L

  
Notary Public for Idaho  
Residing at Boise, Idaho  
Idaho City, Idaho

My Bond Expires August 25, 1982

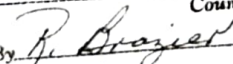
STATE OF IDAHO } SS  
County of Boundary }

127980

Filed for record at the request of  
U. S. Forest Service  
on the 24 day of Aug 1978 at 3:00  
o'clock P. M., and recorded in Book 30  
of Instruments on page 659

BETTY C. DOUGLAS

County Recorder

By:   
Deputy

Fee \$ 3.00

Mail to Maria Beane

U. S. F. S.

P.O. Box 310

C.D. 9. 83814

U.S. DEPARTMENT OF AGRICULTURE  
RIGHT OF WAY PLAT  
FISH AND GAME ROAD # 2222  
KANKISU NATIONAL FOREST  
BOUNDARY COUNTY, IDAHO  
(1 P.N.E.)  
REGION ONE

SURVEYED	GIBBS	10-7
CALCULATED	OLSON	11-7
PLOTTED	OLSON	11-7
TRACED	BAKER	11-7
CHECKED	ABERNATHY	11-7

STATE OF IDAHO  
EASEMENT NO. 4755

THIS EASEMENT, dated this 15th day of August, 1978, from the STATE OF IDAHO, acting by and through the STATE BOARD OF LAND COMMISSIONERS and the IDAHO DEPARTMENT OF FISH AND GAME, County of Boundary, State of Idaho, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee," whose address is Washington, D.C. 20250.

WITNESSETH:

Grantor, for and in consideration of One Thousand and No/100 Dollars (\$1,000) received by Grantor, does hereby grant and convey unto the Grantee and its assigns, a perpetual easement for Fish 'N Game Road No. 2222, 60 feet in width with such additional width as is necessary to accommodate and protect cuts and fills, over and across the following described lands in the County of Boundary, State of Idaho:

T.63 N., R.2 E., B.M.  
sec. 29, W $\frac{1}{2}$ SW $\frac{1}{4}$

The said easement is in conformity with and located upon the ground according to the survey line, figures, measurements, widths, and other references shown on the plat hereto attached and made a part hereof. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by the Grantor as the true centerline of the easement granted.

Together with such reasonable rights of temporary use of the Grantor's lands immediately adjacent to said right-of-way as may be necessary for the construction, reconstruction, improvement, and maintenance of said road.

The acquiring agency is the Forest Service, Department of Agriculture.

Grantee alone may extend rights and privileges for use of the road to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public.

This conveyance is made subject to the following reservations by the Grantor, his heirs and assigns:

1. The right to cross and recross the easement at any point and for any purpose in such manner as will not materially interfere with the use of the road.
2. The right to all timber now or hereafter growing on the easement subject to Grantee's right to cut timber on the easement to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of standard lengths and decked along the road for disposal by the Grantor.

The Grantee will permit the Grantor, his heirs and assigns, to use the road to serve his property in accordance with the rules and regulations of the Secretary of Agriculture, 36 CFR 212.7-212.11 and 261.12, as the same may be amended, in such manner as not unreasonably to interfere with its use by the United States, its authorized users or assigns, or cause substantial injury thereto.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, the said Grantor has hereunto subscribed his name and affixed his seal on the day and year first above written.

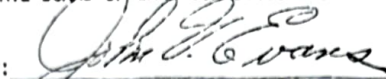
COUNTERSIGNED:

  
Pete T. Cenarrusa




STATE BOARD OF LAND COMMISSIONERS

By:

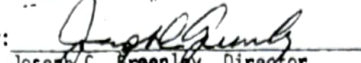
  
Governor of the State of Idaho and  
President of the State Board of  
Land Commissioners

COUNTERSIGNED:

  
Gordon C. Trombley  
State Land Commissioner Director  
J.M.

STATE OF IDAHO DEPARTMENT OF FISH  
AND GAME

By:

  
Joseph C. Greenley, Director  
Idaho Department of Fish and Game

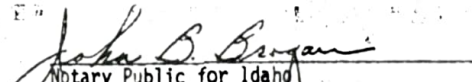
ACKNOWLEDGMENT

STATE OF IDAHO )  
                          ) ss.  
County of Ada )

On this 17 day of August, 1978, before me, a Notary Public in and for said State, personally appeared John V. Evans, known to me to be the President of the State Board of Land Commissioners, and the Governor of the State of Idaho; and Pete T. Cenarrusa, known to me to be the Secretary of the State of Idaho; and Joseph C. Greenley, known to me to be the Director of the Idaho Department of Fish and Game; and Gordon C. Trombley, known to me to be the Land Commissioner for the State of Idaho, that executed the within instrument and acknowledged to me that the State of Idaho, State Board of Land Commissioners and the Department of Fish and Game executed the same.

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

S E A L

  
Notary Public for Idaho  
Residing at                      Idaho  
                     Idaho City, Idaho

My Bond Expires August 25, 1982

127980

STATE OF IDAHO ) SS  
County of Boundary )

RECEPTION ( )  
INDEXED ( )  
FILMED ( )  
DELIVERED ( )  
MAILED ( )

Filed for record at the request of  
U.S. Forest Service  
on the 24 day of Aug 1978 at 3:00  
o'clock P. M., and recorded in Book 30  
of Instruments on page 653

BETTY C. DOUGLAS  
County Recorder

By R. Brazier Deputy

Fee \$ 3.00

Mall to Blavia James

U.S.F.S.  
P.O. Box 310  
C.D. 83814

PRELIMINARY PLAT  
DAWSON LAKE ESTATES

IN THE  
S1/2 SE1/4 & E1/2 E1/2 SE1/4 SW1/4  
OF  
SECTION 30  
TOWNSHIP 63 NORTH, RANGE 2 EAST, B.M.  
BOUNDARY COUNTY, IDAHO  
FOR  
GARCIA/EDMONDSON

LEVEL OF SERVICES  
INDIVIDUAL WELLS AND SEPTIC  
SYSTEMS

BUSHNELL  
INTER VIVOS TRUST  
RP63N02E305105A

USFS  
RP63N02E301810A

EXISTING C/L OF  
40' WIDE EASEMENT  
PER INST. #153759  
U.S.F.S.  
RD. #2222C

DETAIL  
N.T.S.

S 89°26'51" E  
7.34

SE1/16

FD ALUM. MON.  
RLS 853  
C.P. & F. FILED  
7-17-98

EXISTING C/L OF  
40' WIDE EASEMENT  
PER INST. #153759  
U.S.F.S.  
RD. #2222C

E/2 E/2 SE1/4 SW1/4

LOT 1  
10.00 ACRES

EXISTING ROAD C/L  
PROPOSED 40' WIDE ACCESS  
AND UTILITY EASEMENT  
(PRIVATE)

LOT 3  
10.00 ACRES

EXISTING ROAD C/L  
PROPOSED 40' WIDE ACCESS  
AND UTILITY EASEMENT  
(PRIVATE)

LOT 6  
10.10 ACRES

LOT 8  
10.09 ACRES

SE1/4 SE1/4

USFS  
RP63N02E301810A

LOT 2  
10.00 ACRES

LOT 4  
10.00 ACRES

LOT 5  
10.00 ACRES

LOT 7  
10.12 ACRES

LOT 9  
10.11 ACRES

STATE OF IDAHO  
FISH & GAME  
RP63N02E293610A

BASIS OF BEARINGS

Bearings are based on Idaho State Plane West Zone  
(1103), NAD83  
Scale Factor: 0.9998008070. All distances are  
converted to ground.

LEGEND

- Found corner evidence as noted
- Proposed corner monument
- Computed point



FD ALUM. MON.  
RLS 853  
C.P. & F. FILED  
7-17-98

FD BRASS CAP  
RLS 903  
C.P. & F. FILED  
7-17-98

JACKSON TIMBERLAND  
OPP-TRISTAR  
RP63N02E310011A

DETAIL  
N.T.S.

S 89°26'51" E  
10.09

SE1/16

FD BRASS CAP  
RLS 903  
C.P. & F. FILED  
7-17-98

U.S.F.S.  
RD. #2222

TO MEADOW CREEK ROAD

COUNTY RECORDER

This Plat was filed for record in the office of the Recorder of Boundary  
County, Idaho, at the request of J.R.S. Surveying, Inc. this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025, at \_\_\_\_\_, and duly recorded in Book \_\_\_\_\_ of  
Plats, Page \_\_\_\_\_ as Instrument No. \_\_\_\_\_

County Recorder

Deputy Recorder

J.R.S. SURVEYING, INC.

P.O. BOX 3099 - 6476 S. MAIN ST.  
BONNERS FERRY, IDAHO 83805  
208-267-7555

PLAT-DAWSON LAKE ESTATES

FOR: DAWSON LAKE ESTATES, LLC

DWN BY-JM/DK

SEC. 30, T63N, R2E, B.M.

BOUNDARY COUNTY, IDAHO

07-07-2025

SHEET 1 OF 2

JOB #24-99

After recording, please return to:  
 USDA Forest Service  
 Idaho Panhandle National Forest  
 Attn: Ryan Domsalla  
 3232 Nursery Road  
 Coeur d'Alene, Idaho 83815-8363

STATE OF IDAHO }  
 County of Boundary } SS.  
 Filed by: SSS Surveying  
 on 7-14-2025 at 2:00  
 Glenda Poston  
 County Recorder C. Grainger  
 By Deputy  
 Fee \$ 14.00 chg  
 Mail to Hand Delivered

5460 ROW Fish 'N Game Road, Idaho Panhandle National Forests

## FOREST SERVICE CONSENT AGREEMENT

**Reference:** Fish 'N Game Road (NFSR) #2222

WHEREAS, the United States of America, hereinafter called the Government, has an interest in the real property hereinafter described within an Right-of-Way (easement) deed dated August 15, 1978 and as recorded August 24, 1978 as Instrument No. 127980 Boundary County, State of Idaho, and which easement traverses the following described real property in the County of Boundary, State of Idaho to wit:

Boise Meridian,  
 Township 63 North, Range 2 East, Section 29, W½SW¼.

**WHEREAS Dawson Lakes Estates LLC.**, hereinafter called Consentee, has need to construct, operate, and maintain a single road approach and any necessary appurtenances thereto within the Government's easement. The approximate location of the road approach is depicted on Exhibit A, attached hereto and made a part hereof.

**NOW THEREFORE**, the Government consents to the construction, operation, and maintenance of an approach road and appurtenances thereto, within the Government's easement, subject to the following conditions:

1. The term Consentee, as used herein, shall include any contractor(s), agent(s) and/or representative(s) acting on behalf of the Consentee.
2. Consentee shall comply with all federal, state, and local laws and regulations that apply to construction and operation of the agreed-upon improvements.
3. If/when required by the Forest Service, Consentee shall ensure that all construction is completed in accordance with plans and/or construction drawings approved in advance by the Forest Service.
4. Consentee shall ensure the driving surface of the approach road is blended with and compacted to the same extent as that of the NFS road so as to prevent settlement and/or a hazard to those traveling on the NFS road.
5. Consentee shall promptly repair, to Forest Service standards, any and all damage to NFS road(s) caused by Consentee's construction, maintenance or use of the approach road or any appurtenances thereto.

6. Consentee shall restore cut and fill slopes, and shall construct, install and maintain ditches, culverts and/or other drainage structures, as may be required by the Forest Service, to prevent damage to the NFS road.
7. When required by the Forest Service, Consentee shall install a culvert or other drainage device at the junction of the approach road and the NFS road. Unless otherwise specified by the Forest Service, any culvert installed by Consentee shall be a minimum of eighteen (18) inches in diameter (or 21" x 15" pipe arch). The exact diameter and length shall be specified by the Forest Service.
8. Consentee may construct, install and maintain the following specific appurtenant improvements: driveway approach and associated culvert within the Government easement, as specified by the Forest Service Residential Road Approach Standards attached and made a part hereto.
9. Consentee shall trim or remove vegetation, as may be required by the Forest Service, to create and maintain safe sight distance from the approach.
10. Consentee agrees not to use any vehicle or conveyance on the NFS road when such use would likely cause damage to the road surface. Examples include but are not limited to spring break-up, fall rains, immediately following heavy summer thundershowers, when closed by snowpack, or other periods when the road surface is saturated or otherwise subject to damage, or when the Forest Service has closed the road by special order, or for emergency purposes (e.g. forest fire).
11. This Agreement does not authorize use of the NFS road for commercial hauling purposes. Consentee must obtain additional written authorization from the Forest Service prior to using the NFS road for any commercial hauling purposes.
12. Consentee shall indemnify and hold the Government harmless against all claims or liabilities for damage to life or property arising from acts or omissions of Consentee or its agents in the construction, maintenance and use of said approach road and appurtenances thereto.
13. This Agreement shall remain in effect until terminated upon the written request of either party.
14. This Agreement may be modified at any time upon written mutual agreement by both parties.
15. The Forest Service reserves the right to unilaterally modify or terminate this Agreement at any time Consentee fails to perform under the terms and conditions herein, or when such modification or termination becomes necessary to protect NFS resources, improvements or the general public.
16. The District Ranger, Bonners Ferry Ranger District, (208) 267-5561, is responsible for administering this Agreement. Consentee should contact him/her regarding any questions concerning this Agreement.

**IN WITNESS WHEREOF**, the United States of America, by its Forest Supervisor, Idaho Panhandle National Forests, Department of Agriculture, has caused this instrument to be executed this 9th day of July, 2025.

Heather E. Fuller

Heather Fuller  
District Ranger  
Bonners Ferry Ranger District  
Idaho Panhandle National Forests

7/14/25  
Date



State of Idaho

County of Boundary

On this 14th day of July, 2025, before me Coral Koberstein

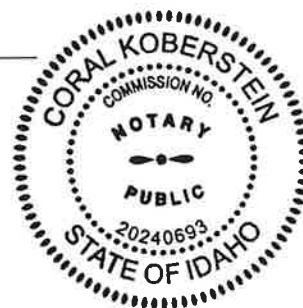
A Notary Public in and for said State, personally appeared Heather Fuller, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same.

Sign: Coral Koberstein  
resid. Bonners Ferry, ID  
exp: exp 2/27/30

Timothy A. Garcia

Timothy A. Garcia  
Registered Agent  
Dawson Lake Estates LLC  
Consentee

7/14/25  
Date



State of Idaho

County of Boundary

On this 14th day of July, 2025, before me ~~Timothy A. Garcia~~ Coral Koberstein

A Notary Public in and for said State, personally appeared Heather Fuller, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same.

Sign: Coral Koberstein  
resid. Bonners Ferry, ID  
exp: exp 2/27/30

STATE OF IDAHO  
EASEMENT NO. 4755

THIS EASEMENT, dated this 15th day of August, 1978, from the STATE OF IDAHO, acting by and through the STATE BOARD OF LAND COMMISSIONERS and the IDAHO DEPARTMENT OF FISH AND GAME, County of Boundary, State of Idaho, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee," whose address is Washington, D.C. 20250.

WITNESSETH:

Grantor, for and in consideration of One Thousand and No/100 Dollars (\$1,000) received by Grantor, does hereby grant and convey unto the Grantee and its assigns, a perpetual easement for Fish 'N Game Road No. 2222, 60 feet in width with such additional width as is necessary to accommodate and protect cuts and fills, over and across the following described lands in the County of Boundary, State of Idaho:

T.63 N., R.2 E., B.M.  
sec. 29, W $\frac{1}{2}$ SW $\frac{1}{4}$

The said easement is in conformity with and located upon the ground according to the survey line, figures, measurements, widths, and other references shown on the plat hereto attached and made a part hereof. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by the Grantor as the true centerline of the easement granted.

Together with such reasonable rights of temporary use of the Grantor's lands immediately adjacent to said right-of-way as may be necessary for the construction, reconstruction, improvement, and maintenance of said road.

The acquiring agency is the Forest Service, Department of Agriculture.

Grantee alone may extend rights and privileges for use of the road to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public.

This conveyance is made subject to the following reservations by the Grantor, his heirs and assigns:

1. The right to cross and recross the easement at any point and for any purpose in such manner as will not materially interfere with the use of the road.
2. The right to all timber now or hereafter growing on the easement subject to Grantee's right to cut timber on the easement to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of standard lengths and decked along the road for disposal by the Grantor.

The Grantee will permit the Grantor, his heirs and assigns, to use the road to serve his property in accordance with the rules and regulations of the Secretary of Agriculture, 36 CFR 212.7-212.11 and 261.12, as the same may be amended, in such manner as not unreasonably to interfere with its use by the United States, its authorized users or assigns, or cause substantial injury thereto.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing termination.

Approved as to description, confirmation, and  
execution of conditions, 7/27/78, G. Backlund  
(Initials and Date)

APPROVED Rwp. JIC

5460 RIGHTS-OF-WAY ACQUIRED

Kanibou NF  
Fish 'N Game Road No. 2222  
Idaho Dept. of Fish & Game