

Instrument # 978580
Bonner County, Sandpoint, Idaho
03/16/2021 04:11:27 PM No. of Pages: 9
Recorded for: JAKE WEIMER
Michael W. Rosedale Fee: \$34.00
Ex-Officio Recorder Deputy
Index to: CONDITIONS COVENANTS & RESTRICTIONS



**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Jake Weimer

Vice President, McGee I, LLC

P.O. Box 55

Priest River, ID 838356

(Space Above For Recorder's Use)

**DECLARATION OF
COVENANTS AND RESTRICTIONS**

DECLARATION OF COVENANTS AND RESTRICTIONS: 1

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DECLARATION OF COVENANTS AND RESTRICTIONS

McGee I, LLC, an Idaho limited liability company (the "**Declarant**"), the owner of the real property more particularly described Exhibit "A" attached hereto and incorporated herein by this reference in the County of Bonner, State of Idaho (the "**Property**"), desires to subject the Property to the covenants and restrictions set forth herein (this "**Declaration**") in order to create a rural development of the highest quality and provide for the proper improvement and use of the Property by the Declarant and all other persons or entities who succeed Declarant in title.

This Declaration is made with reference to the following facts:

A. The Declarant declares that the Property is held and shall be conveyed subject to the restrictions and covenants set forth in this Declaration.

B. The Declarant desires to impose upon Property certain protective covenants for the benefit of Property and all present and subsequent owners thereof. All of fines and charges shall constitute assessments, covenants and encumbrances which shall run with the land and shall be perpetually binding upon all owners of any portion of the Property and their successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property.

C. The Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to this Declaration and the following limitations, covenants, conditions, restrictions, and easements. All of the limitations, covenants, conditions, restrictions, and easements shall constitute encumbrances which shall run with the land and shall be perpetually binding upon all present and future owners of land within the Property and their respective successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property.

D. The intent of this Declaration is to ensure that the Members (i) use the Property in a manner consistent with personal residences that are well kept; (ii) have no junk or trash accumulations on any particular Lot; and (iii) use the Property in a manner which avoids creating nuisances which adversely effect other Members. All residences should be permanent in nature. The Property shall not be used as a store yard for junk cars, vehicles of any kind, or trash.

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**ARTICLE 1.
DEFINITIONS**

1.1 "**Association Documents**" shall mean all documents governing the Association, including, but not limited to, this Declaration, the Articles of Incorporation, Bylaws and rules and regulations of the Association.

1.2 "**Board**" means the Association Board of Directors as established by the Bylaws of the Association.

1.3 "**Bylaws**" means the Bylaws of the Association as restated or amended from time to time.

1.4 "**Improvements**" shall mean alterations, additions, installations, or changes to building structures, storage sheds, garages, fences, or outbuildings.

1.5 "**Lot**" shall refer to the lots described in the attached Exhibit "A".

1.6 "**Member**" shall mean the owner(s) or contract purchaser(s) of each Lot as described in Exhibit "A".

**ARTICLE 2.
LAND USE**

2.1 The affairs of the Property shall be governed, managed, and controlled by an unincorporated nonprofit association to be established by Declarant and known as Sawbuck Estates Homeowners Association (the "**Association**").

2.2 Each Lot owner shall automatically be a member of the Association with a right to one vote for each Lot owned; provided, however, that Declarant shall have five (5) votes for each Lot owned by Declarant.

2.3 No Lot shall be used except for residential purposes.

2.4 All structures on a Lot must be of a permanent nature. No structure of a temporary character, tent, any type of recreational vehicle ("**RV**"), camper, mobile home, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, except during a construction period.

2.5 No more than one (1) undriveable vehicle is permitted to stay on a Lot for more than one (1) month. Except as provided in this Section 2.5, no car or vehicle storage, disposal, remodeling, rehabilitating, repairing shall be allowed on the Property. No Lot may be used for the storage, disposal, remodeling, rehabilitating, repairing, or accumulation of heavy equipment, recreational vehicles, boats, watercraft, ATVs, snowmobiles, or construction materials. No Lot may generally accumulate trash, junk, or unused items or materials. Whether a Lot is being used for such purposes described in this Section 2.5 or otherwise violates this Article 2 shall be determined solely by the Board in its absolute discretion. Members agree that no Court may consider or overturn the decision of the Board as to whether the uses described Section 2.5 is occurring on any Member's Lot.

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ARTICLE 3. NUISANCES

No obnoxious or offensive activity shall be carried on upon any Lot, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance to or a nuisance which may in any way interfere with the quiet enjoyment of each of the Members of his or her respective Lot. Whether an activity is considered to be a nuisance shall be determined solely by the Board in its absolute discretion. If the Board determines that a nuisance exists, in its sole discretion, then the Board may seek judicial enforcement of this Declaration, with all attorneys fees and costs (including attorney fees and costs incurred prior to litigation) paid by the Member who owns the Lot where the activity takes place. The determination of whether the Lot is a nuisance shall be determined by the Board in its sole and absolute discretion, not the court.

ARTICLE 4. DURATION AND AMENDMENT

4.1 This Declaration shall continue in full force for a period of fifty (50) years and shall automatically renew for periods of twenty-five (25) years each unless amended and revoked in writing pursuant to Section 4.2 of this Declaration.

4.2 Notice of the subject matter of a proposed amendment to this Declaration must be included in the notice of any meeting of the Association at which the proposed amendment is to be considered. At least fifty one percent (51%) of the voting power must consent to an amendment to this Declaration.

ARTICLE 5. ENFORCEMENT

5.1 The Association (acting through the Board) and any Member shall have the right to enforce, by any proceedings at law or in equity, all terms, provisions, restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the Association Documents and in such action shall be entitled to recover all costs and attorney's fees. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. Any letters, or other attorney's fees incurred by the Board to enforce the terms of this Declaration shall be paid by the offending Member.

5.2 In the event that a Member violates, or continues to violate, any covenants, conditions, rules, or regulations whether set forth herein or set forth within Association Documents, the rules and regulations of the Association, the Bylaws, or any other Association documents, rules, instruments, or regulations, then a fine may be assessed against the Member for each violation. A majority vote by the Board shall be required prior to imposing any fine on a Member for a violation of any covenants and restrictions within the Association Documents, the rules and regulations of the Association, the Bylaws, or any other Association documents, rules, instruments, or regulations. Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Member at least thirty (30) days prior to the meeting. In the event the Member begins resolving the violation prior to the meeting, no fine shall be imposed as long as the Member continues to address the violation in good faith until fully resolved. No portion of any fine may be used to increase the remuneration of any Board member or agent of the Board. The amount fined may take into consideration the time and expense that the Board has invested in seeking compliance by the Member, including but not limited to any and all attorneys fees.

ARTICLE 6.

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GENERAL PROVISIONS

6.1 Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Association is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

6.2 If there is any conflict among or between the Association Documents, priority shall be given to Association Documents in the following order: (1) Declaration; (2) Bylaws; (3) Articles of Incorporation; (4) Rules and Regulations.

6.3 Invalidity of any one of these covenants, conditions or regulations by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

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EXHIBIT A

Subject Parcels

Parcel A

Lot 1 SAWBUCK ESTATES, according to the plat thereof, recorded in Book 15 of Plats, Page 96, records of Bonner County Idaho

Parcel B

Lot 2 SAWBUCK ESTATES, according to the plat thereof, recorded in Book 15 of Plats, Page 96, records of Bonner County Idaho

Parcel C

Lot 3 SAWBUCK ESTATES, according to the plat thereof, recorded in Book 15 of Plats, Page 96, records of Bonner County Idaho

Parcel D

Lot 4 SAWBUCK ESTATES, according to the plat thereof, recorded in Book 15 of Plats, Page 96, records of Bonner County Idaho

Parcel E

A parcel of land lying in Section 10, Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho more fully described as follows:

The East half of the Northwest quarter of the Southwest quarter of said Section 10 Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho.

Together with and subject to all easements for ingress and egress and utility purposes, and all other matters of record including an easement for ingress, egress, and utilities, over, across, under and through the East 25.00 feet of that portion of the West half of the Northwest quarter of said Section 10 lying South of the centerline of Kelso Lake Road.

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Containing 20 Acres more or less.

Parcel F

A parcel of land lying in Section 10, Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho more fully described as follows:

The West half of the Southwest quarter of the Southwest quarter of said Section 10 Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho.

Together with and subject to all easements for ingress and egress and utility purposes, and all other matters of record including an easement for ingress, egress, and utilities, over, across, under and through the East 25.00 feet of that portion of the West half of the Northwest quarter of said Section 10 lying South of the centerline of Kelso Lake Road.

Containing 20 Acres more or less.

Parcel G

A parcel of land lying in Section 10, Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho more fully described as follows:

The East half of the Southwest quarter of the Southwest quarter of said Section 10 Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho.

Together with and subject to all easements for ingress and egress and utility purposes, and all other matters of record including an easement for ingress, egress, and utilities, over, across, under and through the East 25.00 feet of that portion of the West half of the Northwest quarter of said Section 10 lying South of the centerline of Kelso Lake Road.

Containing 20 Acres more or less.

Parcel H

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A parcel of land lying in Section 10, Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho more fully described as follows:

The South 25 acres of the Southeast Quarter of the Southwest quarter of said Section 10 Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho.

Together with and subject to all easements for ingress and egress and utility purposes, and all other matters of record including an easement for ingress, egress, and utilities, over, across, under and through the East 25.00 feet of that portion of the West half of the Northwest quarter of said Section 10 lying South of the centerline of Kelso Lake Road.

Containing 25 Acres more or less.

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Bonner County, Sandpoint, Idaho
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Recorded for: JACOB WEIMER
Michael W. Rosedale Fee: \$43.00
Ex-Officio Recorder Deputy
Index to: EASEMENT

Space Above Reserved for Recorder

EASEMENT AND EASEMENT MAINTENANCE AGREEMENT

THIS EASEMENT AND EASEMENT MAINTENANCE AGREEMENT (this "**Agreement**") is made on this 11th day of August, 2021 ("**Effective Date**"), by and between OLD LOG CABIN, LLC, an Idaho limited liability company ("**Grantor**"), whose address is PO Box 22710, Bakersfield, California 93390 and MCGEE I, LLC, an Idaho limited liability company ("**Grantee**"), whose address is 2737 Eastside Road, Priest River, Idaho 83856. Grantor and Grantee may be individually referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of certain real property located in Bonner County legally described on Exhibit A attached hereto and incorporated herein by this reference ("**Grantor Parcels**").

B. Grantee is the owner of certain real property located in Bonner County legally described on Exhibit B attached hereto and incorporated herein by this reference (collectively, the "**Grantee Parcels**", and collectively with the Grantor Parcels, the "**Encumbered Property**").

C. The Parties desire to establish a private road easement and maintenance agreement for their benefit and for the benefit of the Encumbered Property.

EASEMENT

NOW, THEREFORE, the Parties hereby agree for their benefit and the benefit of all subsequent owners of the Encumbered Property, that:

1. **Grant of Easement.** Grantor hereby grants, transfers, and establishes to and for the benefit of Grantee and Grantee's successors and assigns, a non-exclusive, perpetual easement for ingress and egress, improved or unimproved, and for the installation of underground utilities, over and across a sixty (60) foot portion of the Grantor Parcels as legally described on Exhibit C and depicted on Exhibit D ("**Easement**"). The Easement is also to the public for purposes of emergency and other public vehicles and for whatever public utility services are necessary. However, this shall not be a dedication to the public.

2. **Easement Runs with the Land.** The Easement shall run with shall run with the land and shall be appurtenant to the Encumbered Property.

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3. **Maintenance of Easement.** Upon the transfer of the Grantor Parcel by Grantor, the owner or owners of the Encumbered Property shall share equally in the cost of maintaining and/or improving the Easement. Such share shall be based upon the total number of parcels improved with each parcel having one unit or share. Prior to the transfer of the Grantor Parcel by Grantor, Grantee and Grantee's successors and assigns shall pay for the cost of maintaining and/or improving the Easement.

4. **Normal Maintenance.** Prior to any costs being incurred for normal maintenance of the Easement, a simple majority of the improved parcels shall agree to the normal maintenance being performed and the cost of such maintenance.

- a. "Normal maintenance" shall include, but not be limited to, snow removal, grading, re-graveling, and repair as necessary, the cost of which shall not exceed One Thousand Five Hundred (\$1,500.00) Dollars per occurrence.
- b. "Simple majority" shall be determined by the total number of improved parcels, each such parcel having one (1) vote. Multiple improved parcels with single ownership shall have one (1) vote for each parcel; provided, however, that each such vote shall constitute a separate share or unit for purposes of the cost of maintenance.
- c. "Improved parcel" shall include any parcel on which construction of any building, house or other improvement has commenced, and access to such "improved parcel" is gained by the easement and not directly from a public road.

5. **Major Capital Improvements to Easement.** Prior to any costs being incurred for major capital improvements to the Easement, 67% of the parcels, improved or unimproved, shall agree to such capital improvement and the cost thereof.

- a. "Major capital improvement" shall include, but not be limited to, grading, regrading, graveling, re-graveling paving repaving and repair the cost of which is in excess of One Thousand Five Hundred (\$1,500.00) Dollars per occurrence. Each parcel shall be liable for one (1) equal share of the total cost of such improvement, such share being based on the total number of parcels having rights in said easement, each such parcel being one unit or share.
- b. "Major capital improvement" does not include the cost of the initial installation of any road or drive constructed to Bonner County standards. The cost of initial installation of any such road or drive shall be at the expense of Grantee or the successors and assigns thereof.

6. **Lien Right.** Any costs incurred for normal maintenance or major capital improvements of the Easement shall be a burden upon the land with a lien against any parcel for which such costs have to be paid by the owner or owners of any such parcel. Any such lien shall attach upon the filing and recording of an affidavit by the owners of any two or more of the remaining parcels which are subject to and liable for such cost. Such affidavit shall set forth the description of the parcel against which the lien is claimed, whether the expenditure is for normal maintenance or for major capital improvement, the total amount of the expenditure, the portion attributable to such parcel, and the date or dates of such expenditures. A copy of such affidavit shall be sent to the owner or owners of such parcel against which the lien is claimed by regular mail, with postage prepaid, at the last known address of such owner or owners.

7. **Extraordinary Use of Easement.** The owner or owners of each parcel shall be separately responsible to repair, and for the costs thereof, of any damage caused to the Easement as a result of extraordinary use.

- a. "Extraordinary use" shall include, but not be limited to, movement of construction equipment, moving vans, commercial trucks, or other heavy loads, movement of recreational vehicles or increased usage not ordinarily consistent with normal traffic. The owner or owners of such parcel or parcels, whether improved or unimproved shall not be responsible for such repair or costs until such time as the easement is used by them or construction is commenced on such parcel. In the event that any owner or owners or their agents, employees or invitees cause the type of damage described herein shall fail to make the necessary repairs, the remaining parcel owners may do so after 10 days'

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notice to such owner or owners, and any costs so expended shall be a burden upon the land of such owner or owners with a lien enforceable as set forth herein.

8. **Use of Easement.** The owners of any and all of the property using the road shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and others bound to or returning from any of the properties and having a need to use the road.

9. **Modification of Easement.** The owner or owners of each parcel shall exclusively be entitled to and obligated equally to maintain, repair and improve the easement area described in the Easement description for ingress, egress and private and public utilities. Any modifications to said Easement shall be subject to all owners' express written consent.

10. **Indemnification.** Grantee shall indemnify, defend, and hold Grantor and its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from Grantee's use of the Easement, or use by Grantee's invitees, agents, contractors, and licensees.

11. **Purpose of Covenants.** The Parties state and acknowledge that the covenants stated in this Agreement are deed restrictions that are to be applicable to the Encumbered Property and are being granted in part, to avoid future problems between owners.

12. **Agreement and Covenant Runs with the Land.** This agreement and covenant runs with the Encumbered Property and is binding on all future owners, heirs, assigns, and successors in title.

13. **Successor and Assigns.** Except as expressly provided otherwise in this Agreement, (i) the Easement shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in the Encumbered Property, or any part thereof, and (ii) the rights and obligations of the Parties shall inure to the benefit of and be binding upon its successors and assigns. Any reference to "Grantor" or "Grantee" or subsequent owners of the Encumbered Property shall be deemed to refer to such party's successor in interest.

14. **Attorney Fees.** In the event that any party institutes any legal suit, action, or proceeding against the other party to enforce the covenants contained in this Agreement (or obtain any other remedy in respect to any breach of this Agreement), the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including actual attorneys' fees and expenses and court costs.

15. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho. Venue for any dispute arising out of this Agreement shall be in Bonner County, Idaho.

16. **Entire Agreement.** The above recitals are true and correct and are incorporated herein by reference. This Agreement sets forth the entire agreement with respect to the subject matter hereof and supersedes any prior agreements or understanding.

Signature Page follows on Page 5

EASEMENT AND EASEMENT MAINTENANCE AGREEMENT: 3

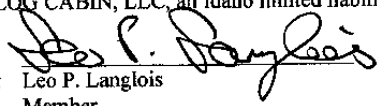
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be entered into as of the Effective Date.

"Grantor"

OLD LOG CABIN, LLC, an Idaho limited liability company

By: 
Name: Leo P. Langlois
Its: Member

STATE OF _____)
: ss.
County of _____)

On the _____ day of August 2021 before me, the undersigned Notary Public, personally appeared Leo P. Langlois, known to me or proved to me on the basis of satisfactory evidence to be the Member of Old Log Cabin, LLC, an Idaho limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for Idaho
Residing at _____
Commission Expires: _____

*See Attached for
Notary Certificate*

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

State of California

County of Kern

On 08/13/2021 before me, Sabrina Pruett Notary Public

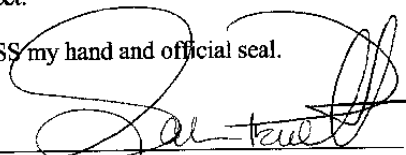
(Here insert name and title of the officer)

personally appeared leo P. langlois

who 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 to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Easement and Easement
(Title or description of attached document)

Maintenance Agreement
(Title or description of attached document, continued)

Number of Pages 4 Document Date 08/13/2021

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ca Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ca Indicate title or type of attached document, number of pages and date.
 - ca Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

Securely attach this document to the signed document

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"Grantee"

McGee I, LLC, an Idaho limited liability company

By: J.D. Lumber, an Idaho corporation
Its: Member

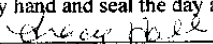
By: 
Name: Jacob D. Weimer
Its: President

STATE OF IDAHO)
) ss.
County of Bonner)

On the 11th day of August 2021 before me, the undersigned Notary Public, personally appeared Jacob D. Weimer, known to me or proved to me on the basis of satisfactory evidence to be the President of J.D. Lumber, an Idaho corporation, the member of McGee I, LLC, the limited liability company that executed the foregoing instrument, and acknowledged to me that he executed the same.

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




Notary Public for Idaho
Residing at Blanchard
Commission Expires: May 13, 2022

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EXHIBIT "A"

Grantor Parcels

Parcel 1:

A tract of land in Section 10, Township 54 North, Range 4 West, Boise Meridian, Bonner County, Idaho described as follows:

The Northwest Quarter of the Northwest Quarter and the North Half of the Southwest Quarter of the Northwest Quarter

Excepting therefrom that portion of the West Half of the Northwest Quarter of Section 10 lying North of the centerline of Kelso Lake Road (County Road)

Also Excepting

A tract of land in Section 10, Township 54 North, Range 4 West, Boise Meridian, Bonner County, Idaho described as follows:

Beginning at the West quarter corner of said Section 10, said corner bears South 00°55'22" East, 2668.12 feet from the Northwest corner of said Section 10; thence North 00°55'22" West, 667.03 feet, along the West line of said South half of the Southwest quarter of the Northwest quarter to the Northwest corner thereof; thence North 89°11'11" East, 1331.23 feet, along the North line of said South half of the Southwest quarter of the Northwest quarter to the Northeast corner thereof; thence South 00°37'24" East, 666.76 feet, along the East line of said South half of the Southwest quarter of the Northwest quarter to the Southeast corner thereof; thence South 89°10'29" West, 1327.75, along the South line of said South half of the Southwest quarter of the Northwest quarter to the true point of beginning.

Also excepting

A parcel of land consisting of a portion of Government Lot 8, Section 3, lying south of the centerline of the Kelso Lake road (county road-prescriptive 50.00 foot easement, 25.00 feet on either side of centerline) and a portion of the North Half of the Northwest Quarter of Section 10, lying south of centerline of the Kelso Lake road (county road), All in Township 54 North, Range 4 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section 10, which is marked by a 3.25 inch aluminum cap marked rls 974 from which the West quarter corner of said Section 3, marked by a 3.25 inch aluminum cap marked rls 853, bears North 00°15'28 West, 2668.87 feet distant;

Thence along the west line of said Section 3, North 00°15'28" West, 562.06 feet to a 5/8 inch rebar with plastic cap pls 8792, said point marks the true point of beginning of the parcel of land hereinafter described;

Thence departing the west line of said Section 3, South 55°23'57" East, 99.0 feet to a point at the centerline of Kelso Lake road;

Thence along said centerline, the following five courses:

1. South 55°23'57" East, 241.22 feet;
2. South 54°05'06" East, 309.94 feet;
3. South 53°02'44" East, 392.24 feet;
4. South 51°43'04" East; 300.52 feet;
5. South 53°14'47" East; 241.91 feet;

Thence continuing along the centerline of Kelso Lake road and along the arc of a 760.82 foot radius curve which lies concave southwesterly, an arc distance of 98.38 feet; through a central angle of 07°24'31" to a point on a continuing curve;

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Thence departing the centerline of Kelso Lake road, along the east line of the Northwest quarter of the Northwest quarter, South 00°37'23" East, 164.68 feet to a 5/8 inch rebar with plastic cap marked pls 8792;

Thence departing said east line, South 89°13'43" West, 1338.56 feet to a point on the west line of Section 10, said point is marked by a 5/8 inch rebar with plastic cap marked pls 8792;

Thence along said west line, north 00°54'36" West, 626.34 feet to the Northwest corner of said section 10; thence departing said Section 10 and along the west line of said Section 3, North 00°15'28" West, 562.06 feet to the true point of beginning.

Parcel 2:

A parcel of land lying in a portion of the Northwest quarter of Section 10, Township 54 North, Range 4 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

The South half of the Southwest quarter of the Northwest quarter of said Section 10;

Metes and bounds description as follows:

Beginning at the West quarter corner of said Section 10, said corner bears South 00°55'22" East, 2668.12 feet from the Northwest corner of said section 10; thence North 00°55'22" West 667.03 feet, along the West line of said South half of the Southwest quarter of the Northwest quarter to the Northwest corner thereof; thence North 89°11'11" East, 1331.23 feet, along the North line of said South half of the Southwest quarter of the Northwest quarter to the Northeast corner thereof; thence South 00°37'24" East, 666.76 feet, along the East line of said South half of the Southwest quarter of the Northwest quarter of the Southeast corner thereof; thence South 89°10'29" West, 1327.75 feet, along the South line of said South half of the Southwest quarter of the Northwest quarter to the true point of beginning.

Together with an easement over and across the East 25 feet of the South half of the Northwest Quarter of the Northwest Quarter and the North Half of the Southwest Quarter of the Northwest Quarter for ingress, egress, and utilities.

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Exhibit B

A parcel of land lying in Section 10, Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho more fully described as follows:

The South 25 acres of the Southeast Quarter of the Southwest quarter of said Section 10 Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho.

Together with and subject to all easements for ingress and egress and utility purposes, and all other matters of record including an easement for ingress, egress, and utilities, over, across, under and through the East 25.00 feet of that portion of the West half of the Northwest quarter of said Section 10 lying South of the centerline of Kelso Lake Road.

Containing 25 Acres more or less.

A parcel of land lying in Section 10, Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho more fully described as follows:

The East half of the Southwest quarter of the Southwest quarter of said Section 10 Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho.

Together with and subject to all easements for ingress and egress and utility purposes, and all other matters of record including an easement for ingress, egress, and utilities, over, across, under and through the East 25.00 feet of that portion of the West half of the Northwest quarter of said Section 10 lying South of the centerline of Kelso Lake Road.

Containing 20 Acres more or less.

Lots 1-4 as shown on the SAWBUCK ESTATES Plat recorded November 25, 2020 in Book 15, Page 96, etc. of Plats as Instrument No. 970910, records of Bonner County, Idaho.

Each Lot containing 5.05 Acres more or less.

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A parcel of land lying in Section 10, Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho more fully described as follows:

The East half of the Northwest quarter of the Southwest quarter of said Section 10 Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho.

Together with and subject to all easements for ingress and egress and utility purposes, and all other matters of record including an easement for ingress, egress, and utilities, over, across, under and through the East 25.00 feet of that portion of the West half of the Northwest quarter of said Section 10 lying South of the centerline of Kelso Lake Road.

Containing 20 Acres more or less.

A parcel of land lying in Section 10, Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho more fully described as follows:

The West half of the Northwest quarter of the Southwest quarter of said Section 10 Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho.

Together with and subject to all easements for ingress and egress and utility purposes, and all other matters of record including an easement for ingress, egress, and utilities, over, across, under and through the East 25.00 feet of that portion of the West half of the Northwest quarter of said Section 10 lying South of the centerline of Kelso Lake Road.

Containing 20 Acres more or less.

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Exhibit C

The East 60.00 feet of the South half of Northwest quarter of the Northwest quarter of said Section 10, Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho

AND

The East 60.00 feet of the North half of the Southwest quarter of the Northwest quarter of said Section 10, Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho

AND

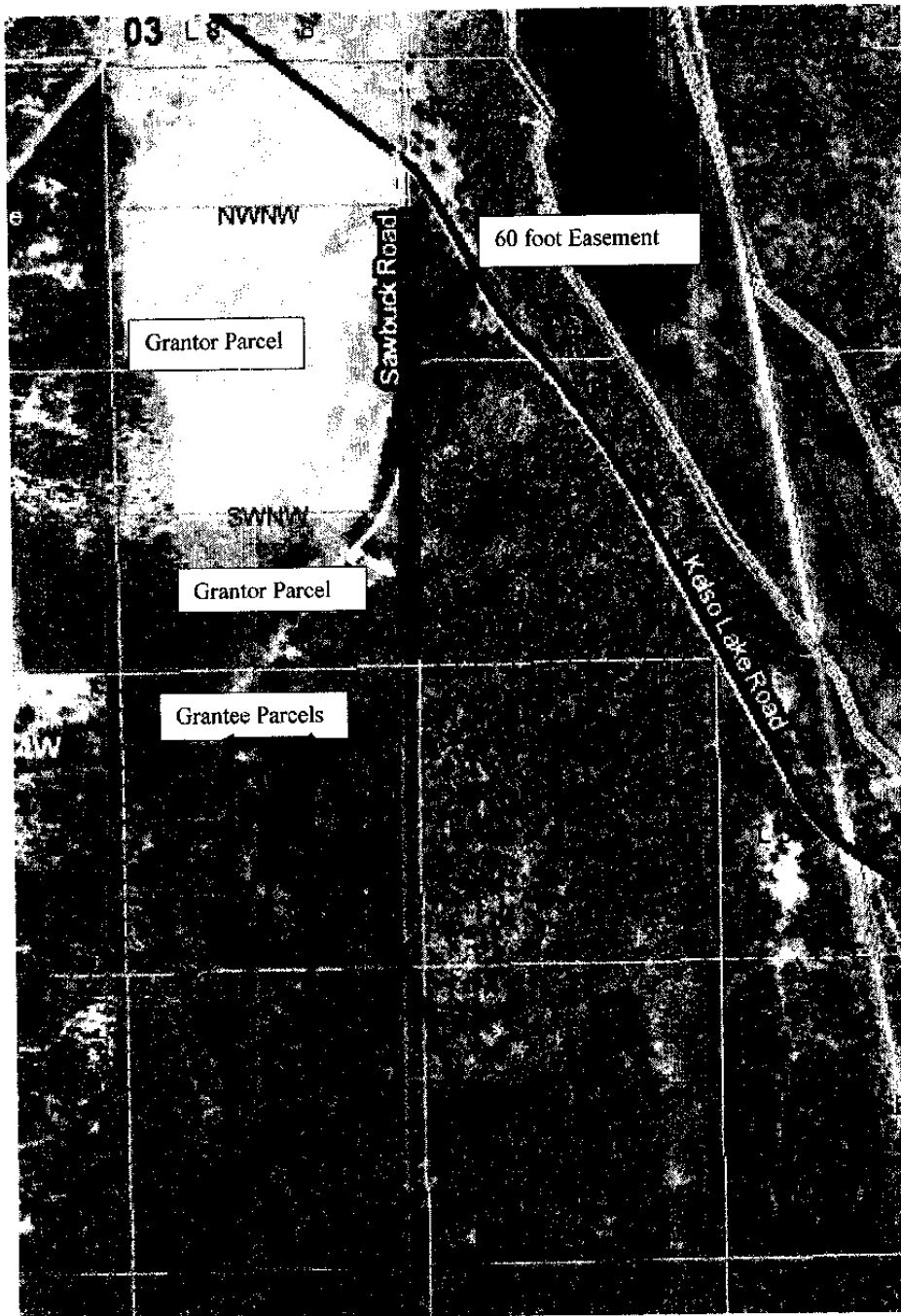
The East 60.00 feet of the South half of the Southwest quarter of the Northwest quarter of said Section 10, Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho

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Exhibit D



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