

**BOISE, TUESDAY, SEPTEMBER 23, 2025, AT 10:30 A.M.**

**IN THE COURT OF APPEALS OF THE STATE OF IDAHO**

**Docket No. 51859**

<b>F&amp;G TIMBERLANDS LLC, an Idaho</b>	)
<b>limited liability company,</b>	)
	)
<b>Plaintiff-Respondent,</b>	)
	)
<b>v.</b>	)
	)
<b>MEGAN and MATTHEW DOTSON,</b>	)
<b>husband and wife; ROBERT and JULIE</b>	)
<b>WILLIAMS, husband and wife,</b>	)
	)
<b>Defendants-Appellants.</b>	)
	)

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Appeal from the District Court of the First Judicial District, State of Idaho, Kootenai County. Hon. Susie Jensen and Hon. Barry McHugh, District Judges.

James, Vernon & Weeks, P.A.; Susan P. Weeks, Coeur d'Alene, for appellants.

Lyons O'Dowd, PLLC; Megan S. O'Dowd, Coeur d'Alene, for respondent.

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Megan and Matthew Dotson and Robert and Julie Williams (collectively, "Appellants") own property that is encumbered by an easement benefiting certain real property of F&G Timberlands LLC (F&G). The easement was first executed when F&G sold a 20-acre portion of their property to the Appellants' predecessor, the Nemback Family Trust. As a condition of the sale, Nemback granted an easement to F&G over their property. Nemback then conveyed the property to the Williams, who later divided the property into two 10-acre parcels and conveyed one parcel to the Dotsons. F&G initiated the underlying suit seeking declaratory relief as to the validity of the easement, quiet title, and injunctive relief. The district court granted summary judgment to F&G declaring the easement as enforceable, benefiting all of F&G's property, and declaring the location of the easement to be as asserted by F&G. The Appellants filed a motion for reconsideration, which the district court denied. F&G filed a motion requesting attorney fees, which the district court granted in part.

On appeal, the Appellants argue that the district court erred in considering inadmissible testimony in the form of declarations; finding that the terms of the easement, regarding the scope of the dominant estate and the location of the easement, were unambiguous; failing to properly interpret the easement through means of contract construction; granting summary judgment despite

the existence of genuine issues of material fact; and awarding attorney fees to F&G despite F&G failing to provide detailed time sheets.