

JOINT APPLICATION FOR PERMITS

U.S. ARMY CORPS OF ENGINEERS - IDAHO DEPARTMENT OF WATER RESOURCES - IDAHO DEPARTMENT OF LANDS

Authorities: The Department of Army Corps of Engineers (Corps), Idaho Department of Water Resources (IDWR), and Idaho Department of Lands (IDL) established a joint process for activities impacting jurisdictional waterways that require review and/or approval of both the Corps and State of Idaho. Department of Army permits are required by Section 10 of the Rivers & Harbors Act of 1899 for any structure(s) or work in or affecting navigable waters of the United States and by Section 404 of the Clean Water Act for the discharge of dredged or fill materials into waters of the United States, including adjacent wetlands. State permits are required under the State of Idaho, Stream Protection Act (Title 42, Chapter 38, Idaho Code and Lake Protection Act (Section 58, Chapter 13 et seq., Idaho Code). In addition the information will be used to determine compliance with Section 401 of the Clean Water Act by the appropriate State, Tribal or Federal entity.

Joint Application: Information provided on this application will be used in evaluating the proposed activities. Disclosure of requested information is voluntary. Failure to supply the requested information may delay processing and issuance of the appropriate permit or authorization. **Applicant will need to send a completed application, along with one (1) set of legible, black and white (8½"x11"), reproducible drawings that illustrate the location and character of the proposed project / activities to both the Corps and the State of Idaho.**

See Instruction Guide for assistance with Application. Accurate submission of requested information can prevent delays in reviewing and permitting your application. Drawings including vicinity maps, plan-view and section-view drawings must be submitted on 8-1/2 x 11 papers.

Do not start work until you have received all required permits from both the Corps and the State of Idaho

FOR AGENCY USE ONLY							
USACE NWW-	Date Received:		<input type="checkbox"/> Incomplete Application Returned		Date Returned:		
Idaho Department of Water Resources No.	Date Received:		<input type="checkbox"/> Fee Received DATE:		Receipt No.:		
Idaho Department of Lands No. ERL9581378B	Date Received: May 21, 2020		<input checked="" type="checkbox"/> Fee Received DATE: 3/18/20		Idaho Dept. of Lands Mica Supervisory Area \$2,075 ⁰⁰ CK# 26187		
INCOMPLETE APPLICATIONS MAY NOT BE PROCESSED							
1. CONTACT INFORMATION - APPLICANT Required:				2. CONTACT INFORMATION - AGENT:			
Name: John Condon				Name: Colton Carlson			
Company: North Idaho Maritime				Company: North Idaho Maritime			
Mailing Address: 4020 N Huetter Rd				Mailing Address: 4020 N Huetter Rd			
City: Coeur d' Alene		State: ID	Zip Code: 83814		City: Coeur d' Alene		State: ID
Phone Number (include area code): (208)664-8215		E-mail: john@northidahomaritime.com		Phone Number (include area code): (208)664-8215		E-mail: colton@northidahomaritime.com	
3. PROJECT NAME or TITLE: Wolf Lodge bay Encroachment				4. PROJECT STREET ADDRESS: 6719 S Highway 97			
5. PROJECT COUNTY: Kootenai		6. PROJECT CITY: Coeur d' Alene		7. PROJECT ZIP CODE: 83814		8. NEAREST WATERWAY/WATERBODY: Coeur d' Alene Lake	
9. TAX PARCEL ID#: 5934		10. LATITUDE: 47.619451 LONGITUDE: -116.656147		11a. 1/4: SE	11b. 1/4: SW	11c. SECTION: 6	
12a. ESTIMATED START DATE: ASAP Summer 2020		12b. ESTIMATED END DATE: ASAP Summer 2020		13a. IS PROJECT LOCATED WITHIN ESTABLISHED TRIBAL RESERVATION BOUNDARIES? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Tribe:			
13b. IS PROJECT LOCATED IN LISTED ESA AREA? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES				13c. IS PROJECT LOCATED ON/NEAR HISTORICAL SITE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES			
14. DIRECTIONS TO PROJECT SITE: Include vicinity map with legible crossroads, street numbers, names, landmarks. Take Atlas south. Left on Seltice. Left on Northwest. Right on to I90. Right on to S Highway 97 to 6719.							
15. PURPOSE and NEED: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Other Describe the reason or purpose of your project; include a brief description of the overall project. Continue to Block 16 to detail each work activity and overall project. Purpose of the project is to install a Pier that leads down to a floating dock. Piling will be driven to secure floating dock. Dock and pier will be used for commercial purposes.							

16. DETAILED DESCRIPTION OF EACH ACTIVITY WITHIN OVERALL PROJECT. Specifically indicate portions that take place within waters of the United States, including wetlands: Include dimensions; equipment, construction, methods; erosion, sediment and turbidity controls; hydrological changes: general stream/surface water flows, estimated winter/summer flows; borrow sources, disposal locations etc.:

PIER:

2-3 man crew will Drive 14 12" steel piling to support Pier. This will be done with a barge and crane. The next 2 man crew will come in by boat or by land and Weld angle iron on to top of pile. Angle will be cut to size and excess will be gathered and disposed of off-site. Frame in pier with treated 4"x6" material on top of angle iron. Install decking material on top of framing. All excess material will be gathered in an organized fashion and disposed of off-site, Most of which will never come in to contact with the water. Pier will be 70'x10' with 50' of it protruding over the high water mark. Of the 14 pile, 10-12 of which will be in the water at high pool.

FLOATING DOCK:

Floating dock will be 10'x100'. Dock will be obtained or built off-site. Dock will be brought in by tug boat. 4 piling will be driven by a crew with a barge and crane in order to secure dock. Piling will be driven about 10' into the ground and will elevate about 10' higher than the high water mark. The 4 Piling will range from approximately 20-30' in overall length. These 4 piling will be located in the water when water is at high pool. The dock will be secured to the piling using galvanized chain or galvanized piling hoops.

The footprint of the encroachment does not take place in wetlands. sedimentation is not expected. Work will be done at high pool to minimize turbidity caused from entering and exiting the bay. Hydrological changes are not expected. General stream/surface flows are not significant. Borrow sources will not be applicable. Excess material will be hauled out and disposed of at a certified location. Work will be done with water at summer level.

17. DESCRIBE ALTERNATIVES CONSIDERED to AVOID or MEASURES TAKEN to MINIMIZE and/ or COMPENSATE for IMPACTS to WATERS of the UNITED STATES, INCLUDING WETLANDS: See Instruction Guide for specific details.

Floating Dock will be built or obtained off-site, minimizing the impact to the bay.

Only the absolute necessary amount of pile will be driven, and will be done by experienced crew with supervision.

Work will be done at high pool to minimize turbidity. If work must be done at low pool, as much as possible will be done from the upper bank.

If necessary, floating booms will be deployed as a turbidity and erosion control. This should not be necessary. Driving hollow steel pile will procure minimal turbidity.

Materials will be obtained off-site and managed in an efficient fashion as to minimize the time allotted and actual impact of the work being done.

Dock will be floated in and secured at high pool to eliminate turbidity

18. PROPOSED MITIGATION STATEMENT or PLAN: If you believe a mitigation plan is not needed, provide a statement and your reasoning why a mitigation plan is NOT required. Or, attach a copy of your proposed mitigation plan.

Mitigation plan is not necessary because impacts to waters are minimal. We follow BMP's to the best of our ability and act in accordance with the clean water act along with the Coeur d' Alene Lake Management plan and Lake protection act.



19. TYPE and QUANTITY of MATERIAL(S) to be discharged below the ordinary high water mark and/or wetlands:

Dirt or Topsoil: 0 cubic yards
 Dredged Material: 0 cubic yards
 Clean Sand: 0 cubic yards
 Clay: 0 cubic yards
 Gravel, Rock, or Stone: 0 cubic yards
 Concrete: 0 cubic yards
 Other (describe): 0 : 0 cubic yards
 Other (describe): 0 : 0 cubic yards
 TOTAL: 0 cubic yards

20. TYPE and QUANTITY of impacts to waters of the United States, including wetlands:

Filling: _____ acres _____ sq ft. _____ cubic yards
 Backfill & Bedding: _____ acres _____ sq ft. _____ cubic yards
 Land Clearing: _____ acres _____ sq ft. _____ cubic yards
 Dredging: _____ acres _____ sq ft. _____ cubic yards
 Flooding: _____ acres _____ sq ft. _____ cubic yards
 Excavation: _____ acres _____ sq ft. _____ cubic yards
 Draining: _____ acres _____ sq ft. _____ cubic yards
 Other: Steel Pile _____ : 0 acres 14 sq ft. 0 cubic yards
 TOTALS: 0 acres 14 sq ft. 0 cubic yards

21. HAVE ANY WORK ACTIVITIES STARTED ON THIS PROJECT? NO YES If yes, describe ALL work that has occurred including dates.
 Measurement taken from shore to furthest out existing pile. January 2020

22. LIST ALL PREVIOUSLY ISSUED PERMIT AUTHORIZATIONS:
 ERL-95-S-1378
 2-6-1978
 Department of Lands
 Bureau of Navigable Waters
 -Division of Earth Resources

23. YES, Alteration(s) are located on Public Trust Lands, Administered by Idaho Department of Lands

24. SIZE AND FLOW CAPACITY OF BRIDGE/CULVERT and DRAINAGE AREA SERVED: n/a Square Miles

25. IS PROJECT LOCATED IN A MAPPED FLOODWAY? NO YES If yes, contact the floodplain administrator in the local government jurisdiction in which the project is located. A Floodplain Development permit and a No-rise Certification may be required.

26a WATER QUALITY CERTIFICATION: Pursuant to the Clean Water Act, anyone who wishes to discharge dredge or fill material into the waters of the United States, either on private or public property, must obtain a Section 401 Water Quality Certification (WQC) from the appropriate water quality certifying government entity.
See Instruction Guide for further clarification and all contact information.

The following information is requested by IDEQ and/or EPA concerning the proposed impacts to water quality and anti-degradation:
 NO YES Is applicant willing to assume that the affected waterbody is high quality?
 NO YES Does applicant have water quality data relevant to determining whether the affected waterbody is high quality or not?
 NO YES Is the applicant willing to collect the data needed to determine whether the affected waterbody is high quality or not?

26b. BEST MANAGEMENT PRACTICES (BMP's): List the Best Management Practices and describe these practices that you will use to minimize impacts on water quality and anti-degradation of water quality. All feasible alternatives should be considered - treatment or otherwise. Select an alternative which will minimize degrading water quality

- Consult the County weed Superintendent and Avista on the distribution of aquatic invasive species and noxious weeds in travel lanes. Areas with known infestations will be avoided or treated before being disturbed by travel from the storage area to other sites on the lake. Infected areas were treated successfully Summer of 2019 by Clean Lakes INC
 - Employees are educated and experienced in proper vehicle maintenance.
 - Vessels are equipped with proper prevention and containment equipment
 - Low pool areas to be avoided to minimize turbidity
 - Employees will adhere to rules and regulations from relevant agencies and act in accordance with with the Clean Water Act, CDA Lake Management Plan, and Lake Protection Act.
 - Maintain low speeds deep in bay to minimize turbidity
 - Maintain spill kits on vessels
 - Maintain secondary containers for hazardous materials
 - Keep consistent and organized workspace
 - Deploy floating silt curtains and booms when necessary
 - Follow protocols outlining cleanup of job-site and collection of any surface debris
 - Dispose of all debris in qualified area off-site
 - *see attached "DEQ Questions & Concerns" for more info
- Through the 401 Certification process, water quality certification will stipulate minimum management practices needed to prevent degradation.



27. LIST EACH IMPACT to stream, river, lake, reservoir, including shoreline: Attach site map with each impact location.

Activity	Name of Water Body	Intermittent Perennial	Description of Impact and Dimensions	Impact Length Linear Feet
Pile Driving for pier	Coeur d' Alene Lake	Perennial	Drive 10-12 12" Pile in the lakebed to frame in 10' Wide Pier	50
Pile Driving for dock	Coeur d' Alene Lake	Perennial	Drive 4 12" Piling in the lakebed to secure 10' Wide dock	100
TOTAL STREAM IMPACTS (Linear Feet):				150

28. LIST EACH WETLAND IMPACT include mechanized clearing, fill excavation, flood, drainage, etc. Attach site map with each impact location.

Activity	Wetland Type: Emergent, Forested, Scrub/Shrub	Distance to Water Body (linear ft)	Description of Impact Purpose: road crossing, compound, culvert, etc.	Impact Length (acres, square ft linear ft)
N/A				
TOTAL WETLAND IMPACTS (Square Feet):				

29. ADJACENT PROPERTY OWNERS NOTIFICATION REQUIREM: Provide contact information of ALL adjacent property owners below.

<p>Name: U S DEPT OF INTERIOR BLM</p> <p>Mailing Address: 1387 S Vinnel Way</p> <p>City: State: Zip Code: Boise ID 83709</p> <p>Phone Number (include area code): E-mail:</p>	<p>Name: LYONS, JESSIAH COLTON</p> <p>Mailing Address: 8891 E Beauty Bay Dr</p> <p>City: State: Zip Code: Coeur d' Alene ID 83814</p> <p>Phone Number (include area code): E-mail:</p>
<p>Name: U S FOREST SERVICE</p> <p>Mailing Address: 3815 N Schreiber Way</p> <p>City: State: Zip Code: Coeur d' Alene ID 83815</p> <p>Phone Number (include area code): E-mail:</p>	<p>Name: FINK, JANE</p> <p>Mailing Address: PO box 585</p> <p>City: State: Zip Code: St. Maries ID 83861</p> <p>Phone Number (include area code): E-mail:</p>
<p>Name: DEVON MOUNTAIN LLC</p> <p>Mailing Address: 9030 N Hess St. #364</p> <p>City: State: Zip Code: Hayden ID 83835</p> <p>Phone Number (include area code): E-mail:</p>	<p>Name: HARRISON, STANLEY J</p> <p>Mailing Address: PO box 2455</p> <p>City: State: Zip Code: Coeur d' Alene ID 83816</p> <p>Phone Number (include area code): E-mail:</p>
<p>Name:</p> <p>Mailing Address:</p> <p>City: State: Zip Code:</p> <p>Phone Number (include area code): E-mail:</p>	<p>Name:</p> <p>Mailing Address:</p> <p>City: State: Zip Code:</p> <p>Phone Number (include area code): E-mail:</p>

RECEIVED
MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area

30. SIGNATURES: STATEMENT OF AUTHORIZATION / CERTIFICATION OF AGENT / ACCESS
Application is hereby made for permit, or permits, to authorize the work described in this application and all supporting documentation. I certify that the information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein; or am acting as the duly authorized agent of the applicant (Block 2). I hereby grant the agencies to which this application is made, the right to access/come upon the above-described location(s) to inspect the proposed and completed work/activities.

Signature of Applicant:  Date: 5/21/20

Signature of Agent:  Date: 5/21/2020

This application must be signed by the person who desires to undertake the proposed activity AND signed by a duly authorized agent (see Block 1, 2, 30). Further, 18 USC Section 1001 provides that: "Whoever, in any manner within the jurisdiction of any department of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both".



COMMERCIAL/COMMUNITY/NON-NAVIGATIONAL ENCROACHMENT PERMIT APPLICATION

This information sheet and checklist must be completed when submitting an encroachment permit application. Incomplete applications will be returned without processing.

- ENCROACHMENT TYPE:** (Check all that apply)
- Community dock
 - Commercial marina
 - Bank stabilization
 - Other – describe: _____
 - Float home
 - Boat garage
 - Mooring buoy(s)

- Applicant's Littoral Rights Are:**
- Owned, fee simple title holder
 - Leased
 - Other – describe: _____
 - Signature of littoral rights owner is obtained if applicant is not the owner of the riparian/littoral rights

Provide a Black/White Copy of Each Required Document on 8½"x14" or Smaller Paper:

- County plat map showing both neighboring littoral lots.
- Tax record identifying the owner of the upland parcel(s)
- Lakebed profile with encroachment and water levels of winter and summer
- General vicinity map that allows Department to find the encroachment
- Scaled air photo or map showing lengths of nearby encroachments, distances to adjacent encroachments, and location and orientation of the proposed encroachment.

Are Existing Docks or Other Encroachment(s) Permitted On This Parcel(s)?

- No
- Yes Please attach a current photograph and a "to scale" drawing (see Document Requirements Above)

Permit # ERL-95-S-1378 Date of Construction: _____

What will happen to the existing dock or encroachment if this permit application is approved?

- Remain unchanged
- Complete removal
- Modification
- Other: _____

(Please note that old dock materials must be removed from the lake. Discarding these materials creates serious boating safety issues and offenders will be subject to prosecution and penalties.)

How Many Feet Does the Proposed Encroachment Extend Beyond the Ordinary (or Artificial) High Water Mark? 150 feet

The Proposed Dock Length Is:

- The same or shorter than the two adjacent docks
- Longer than the two adjacent docks
- Longer than the two adjacent docks, but within the line of navigability established by the majority of existing docks in the area.
- 150 feet and not located near any other docks or other encroachments.

For Community Docks, Does the Proposed Dock Exceed the Maximum Square Footage of 7 ft² per Littoral Front Foot?

- No
 - Yes
- Total square footage: N/A ft²

For Community Docks, Does the Property Have at Least 50 Feet of Littoral Frontage?

- Yes
 - No
- Total front footage: N/A feet

RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area

Will the Proposed Encroachment Exceed the Maximum Width of 10 Feet?

- No
 - Yes If yes, explain why: _____

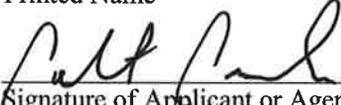
Will the Proposed Encroachment Be Located Closer Than 25 Feet to the Riparian/Littoral Right Lines Established With Your Neighbors?

- No
 - Yes If yes, what are the proposed distances? _____ feet
 - Consent of affected neighbor was obtained

Determining Riparian/Littoral Right Lines

Littoral right lines are not simple extensions of the upland property lines. Littoral right lines are generally perpendicular, or at right angles, to the shoreline. Curved shorelines or unusual circumstances may require Department Staff, or other professionals, to closely examine littoral right lines and assess the potential for infringement on adjacent littoral property owners.

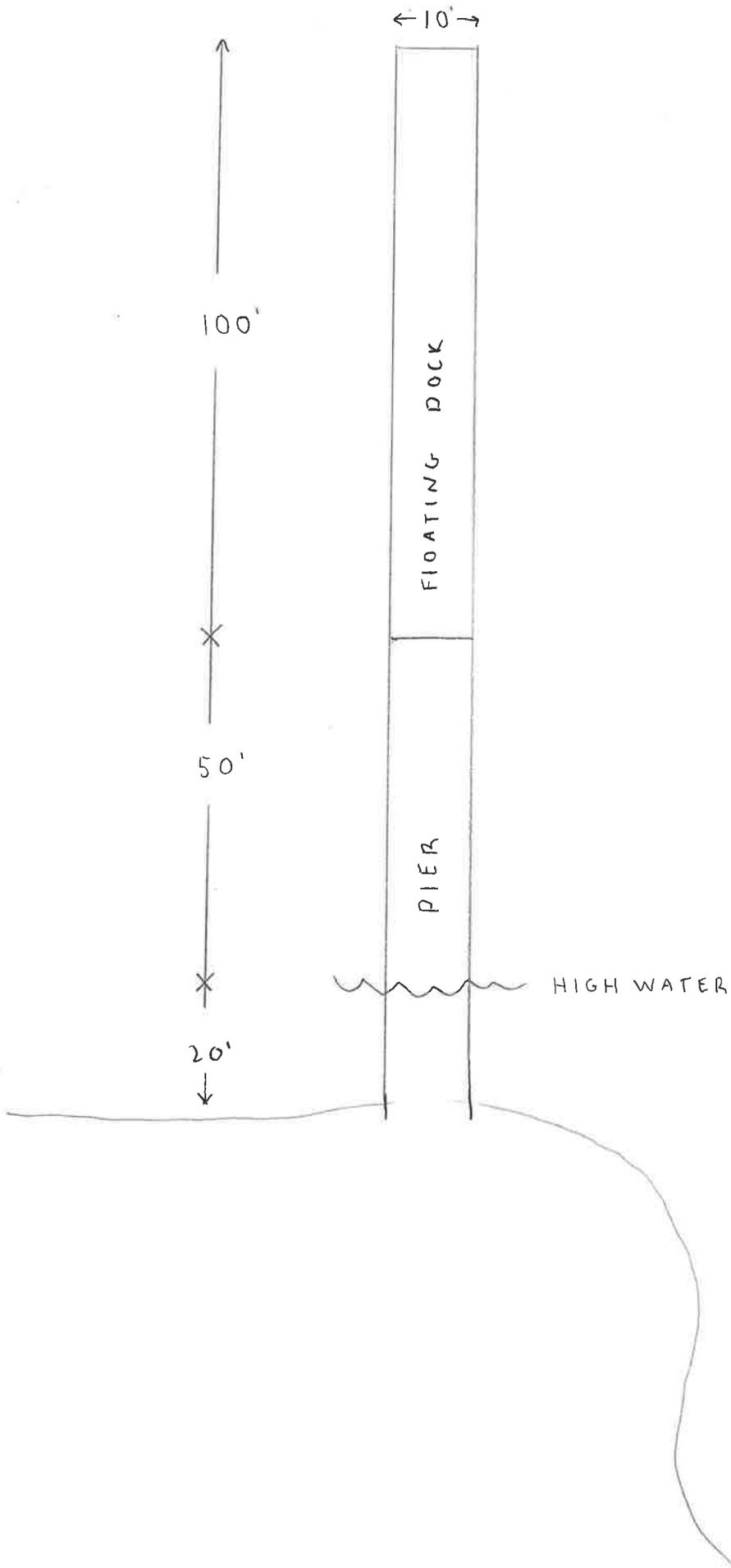
Colton Carlson 5/21/2020
Printed Name Date


Signature of Applicant or Agent

RECEIVED

MAY 21 2020

**Idaho Dept. of Lands
Mica Supervisory Area**

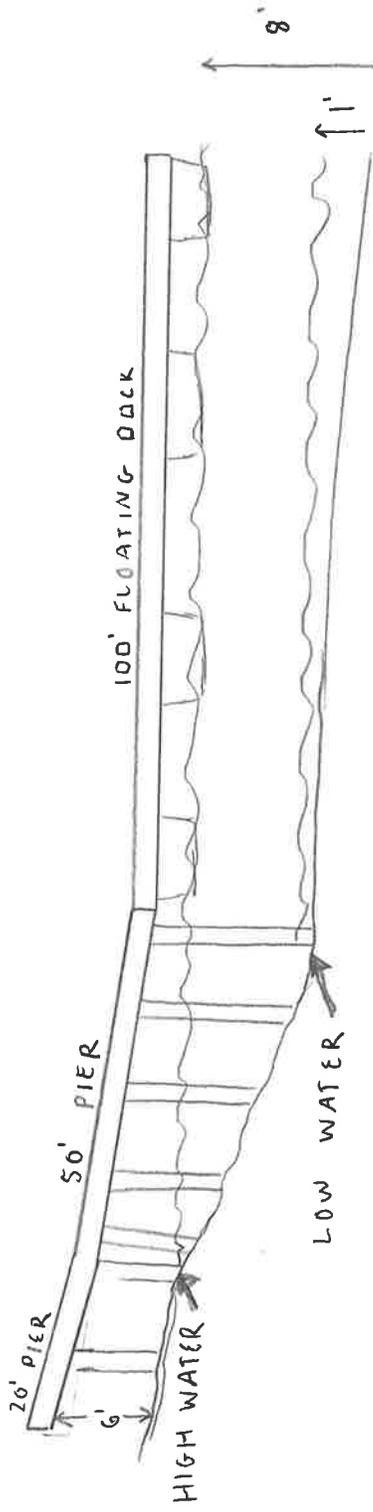


RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area

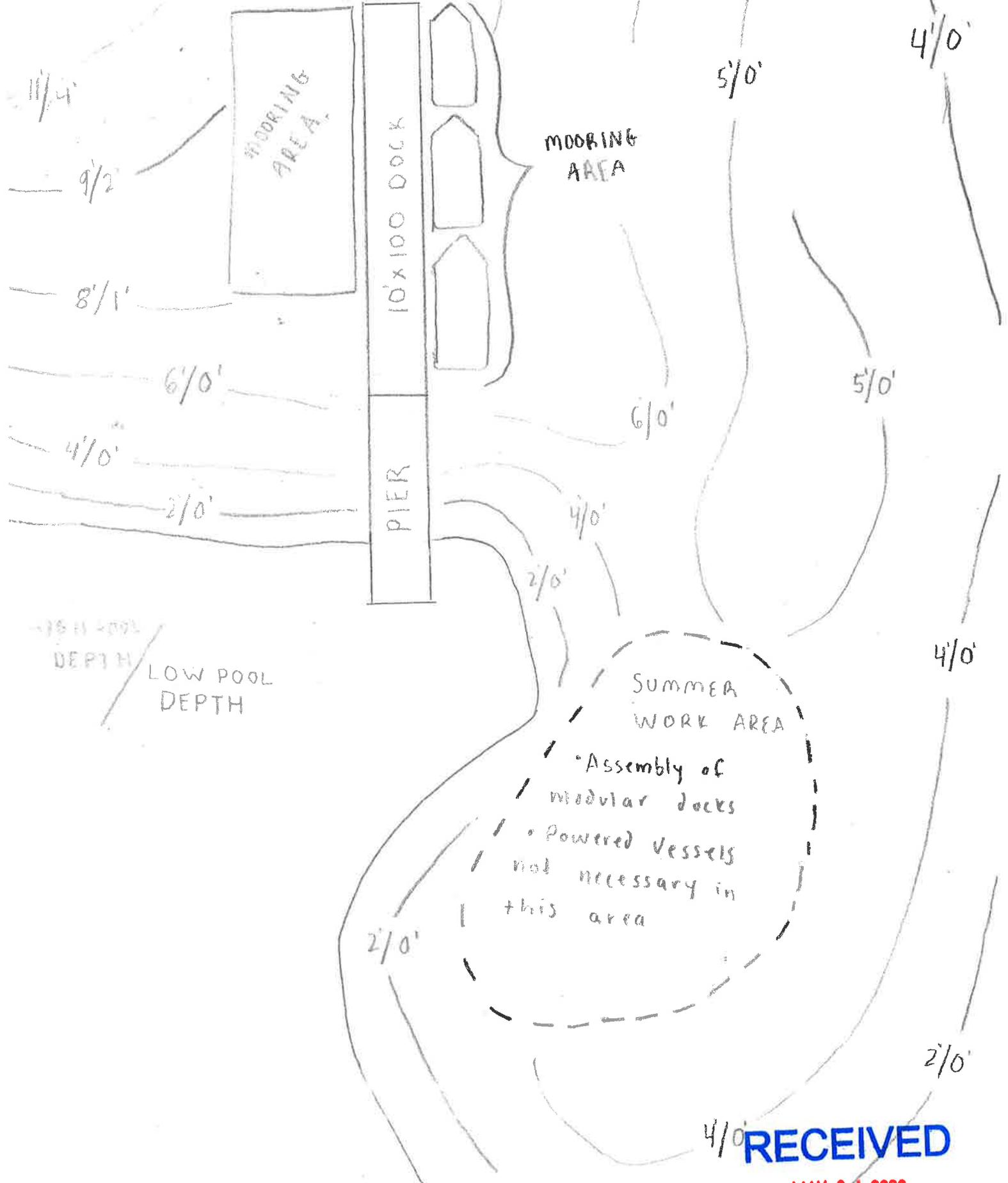
LAKEBED PROFILE



RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area



LOW POOL DEPTH / LOW POOL DEPTH

4/0' RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area

North Idaho Maritime

Proposed uses and plan for the commercial permit at 6719 S Highway 97

AIN: 111552

- Primary use of site will be for mooring of work boats, barges, and other vessels

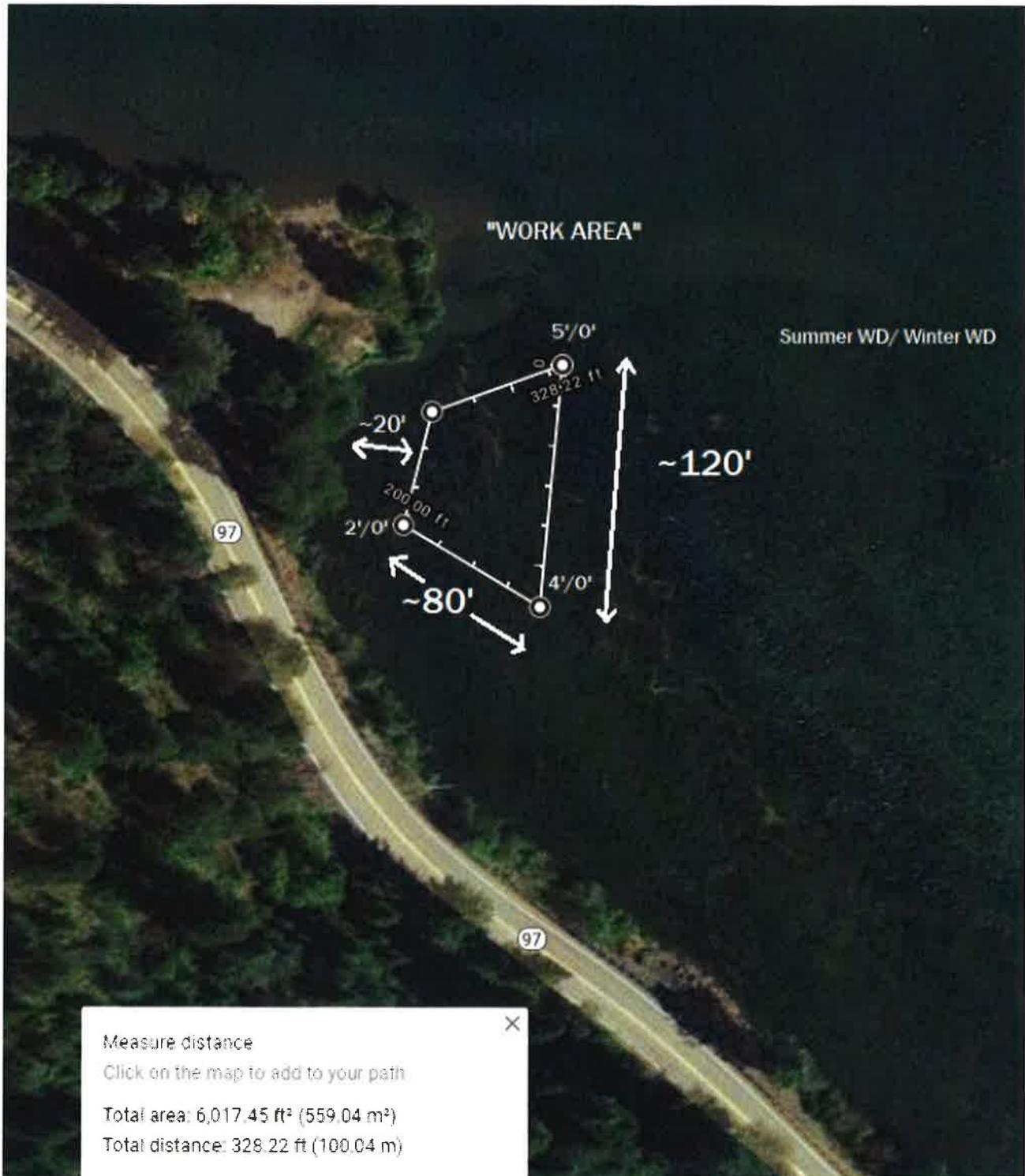
- Services and work to be performed:
 - Loading/unloading, storage of materials and supplies for work to be performed
 - Loading/unloading of materials, supplies, and personnel in support of emergency services
 - Assembly and maintenance/repair of floating docks

See Attached drawing for more information

RECEIVED

MAY 21 2020

**Idaho Dept. of Lands
Mica Supervisory Area**



RECEIVED

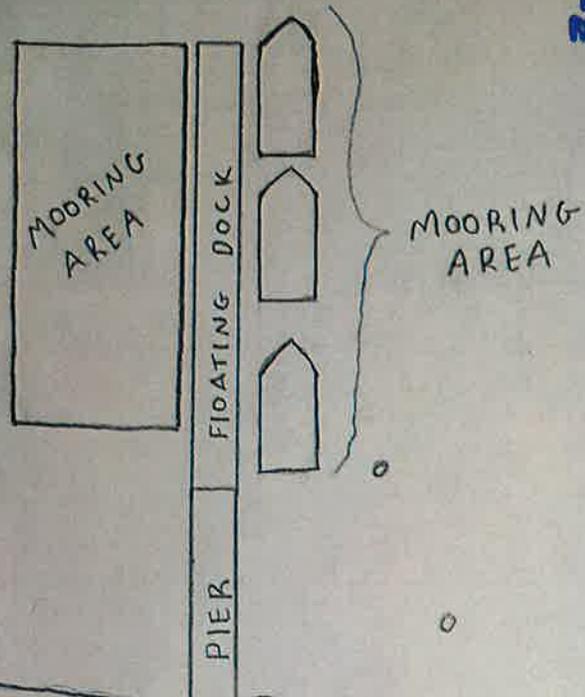
MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area

RECEIVED

MAY 21

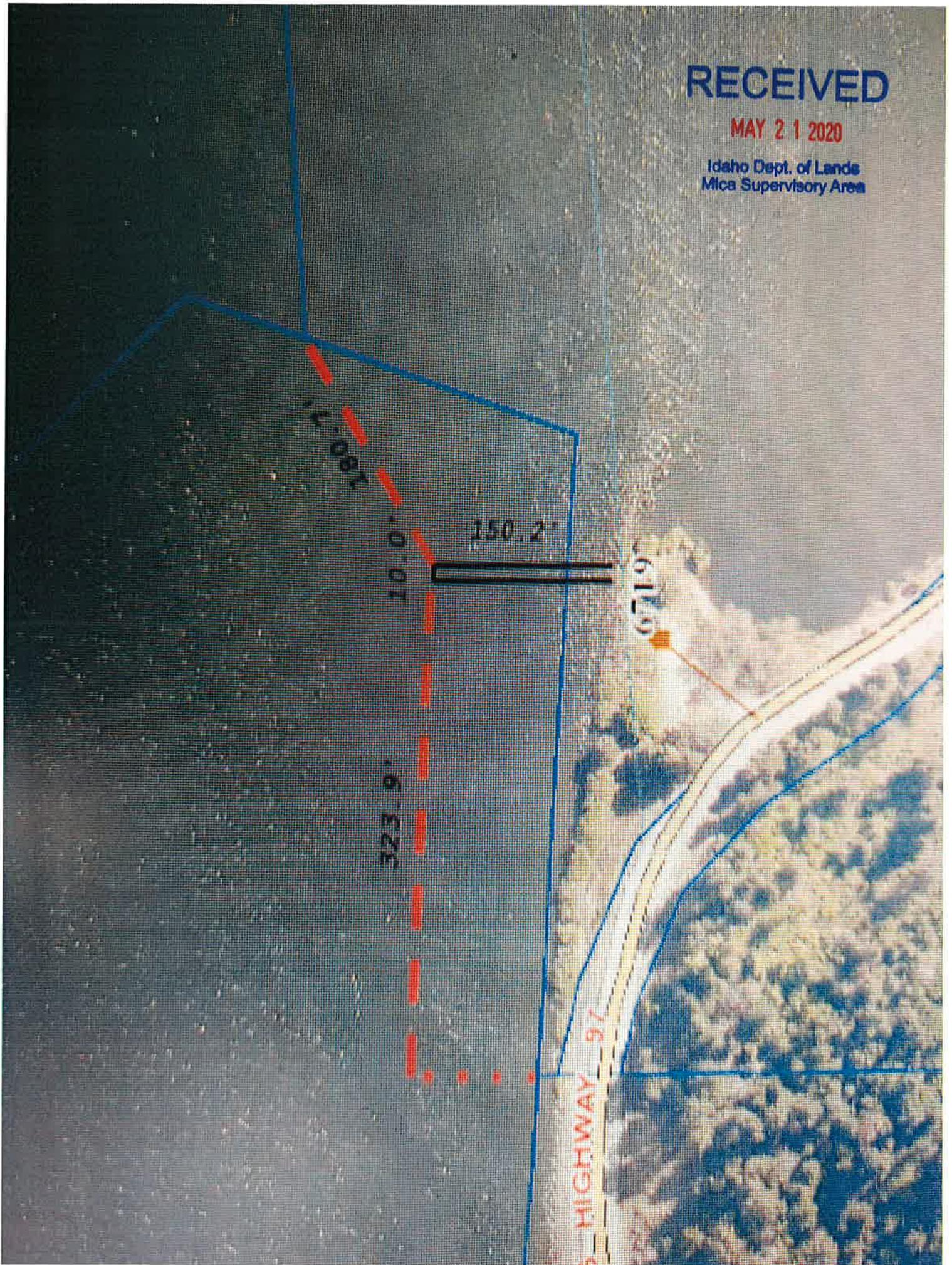
Idaho Dept. of Law
Notary Supervision

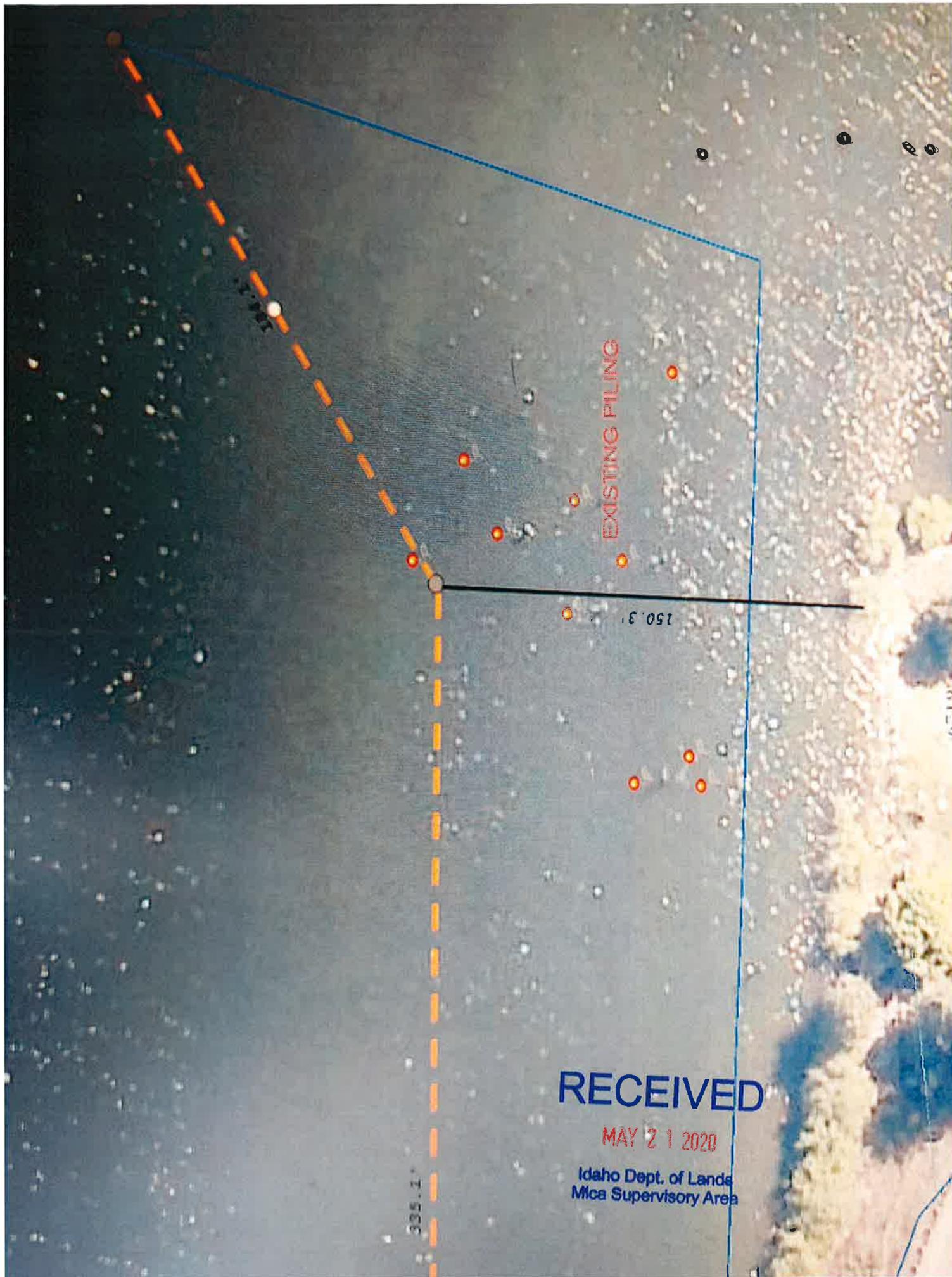


RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area





EXISTING PILING

150.31

RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area

335.1

1.441

Kootenai County, Idaho

Parcel

Parcel Number
49N02W067000

AIN
111552

Situs Address
6719 S HIGHWAY 97, COEUR D ALENE

Data as of
5/16/2020

Owner Information

Owner Name
JOHN AND GAILA CONDON LIVING TRUST
Owner Address
8207 N SALLY ST
HAYDEN ID 83835
Transfer Date
07/20/2018

Document #
Deed Book/Page

Location / Description

Tax Authority Group 020000 **Current Legal Desc.** TAX #5934, LT 7, SE-SW, S2-SE EX TX#S ALL EX RW
Situs Address 6719 S HIGHWAY 97, COEUR D ALENE 0649N02W
Acreage 107.5929

Parcel Type

Property Class Code 534- Imp res rural tract
Neighborhood Code 6116 CDA LAKE E SIDE-BEAUTY BAY/WLF

Assessment Information

Appraisal Date	Current Year	2019	Prior Year	2018
07-11-2019	Homeowners Eligible Amt	\$0	Homeowners Eligible Amt	\$0
\$365,179	Land	\$0	Land	\$0
\$8,080	Homeowners Eligible Amt	\$0	Homeowners Eligible Amt	\$0
\$368,259	Imp	\$0	Imp	\$0
	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
	Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
	Total Market Value	\$368,259	Total Market Value	\$512,659

RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Map & Supervisory Area

Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
Ag/Timber Exemption	\$0	Ag/Timber Exemption	\$302,342
Other Exemptions	\$0	Other Exemptions	\$0
Net Taxable Value	\$368,259	Net Taxable Value	\$210,317

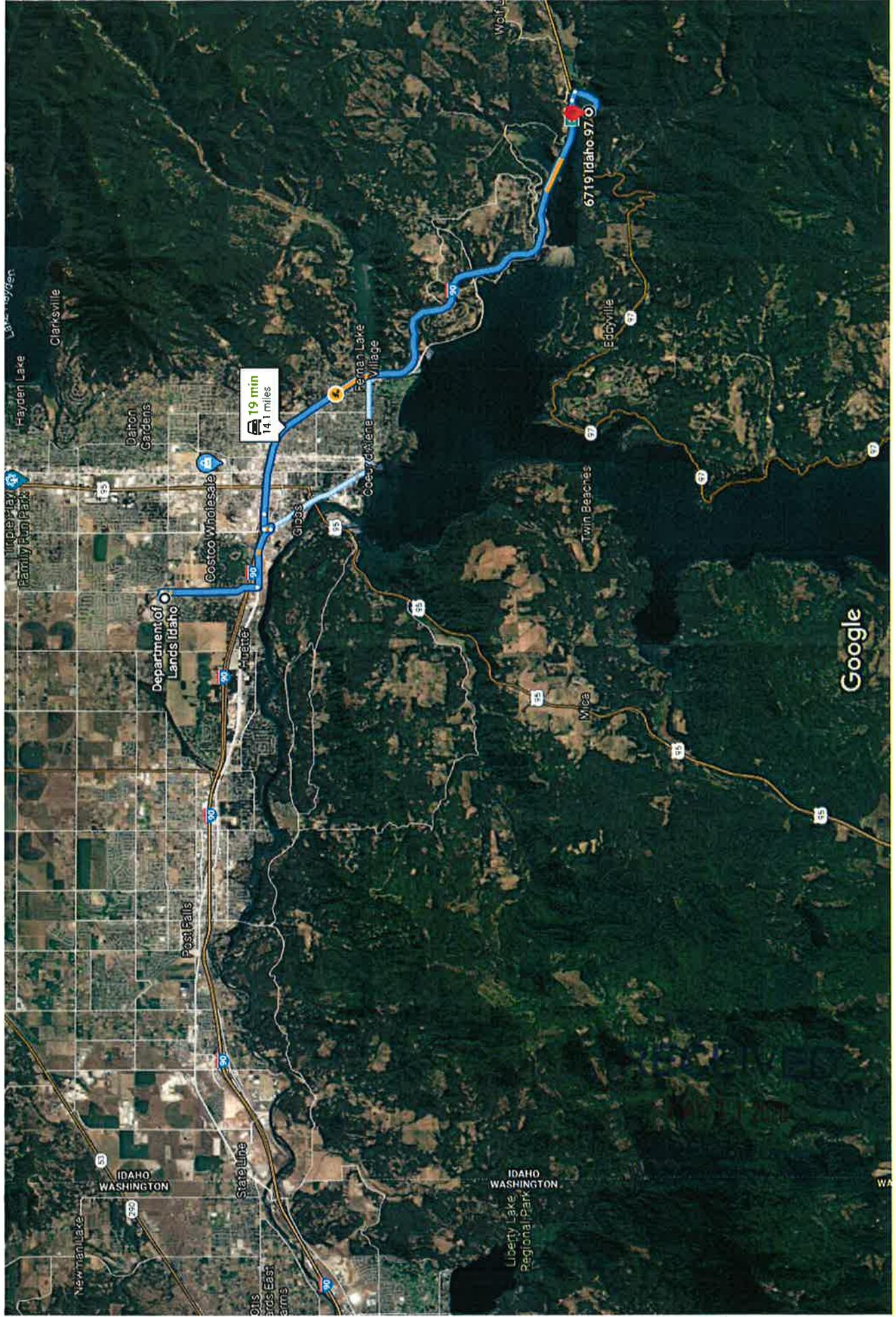
RECEIVED

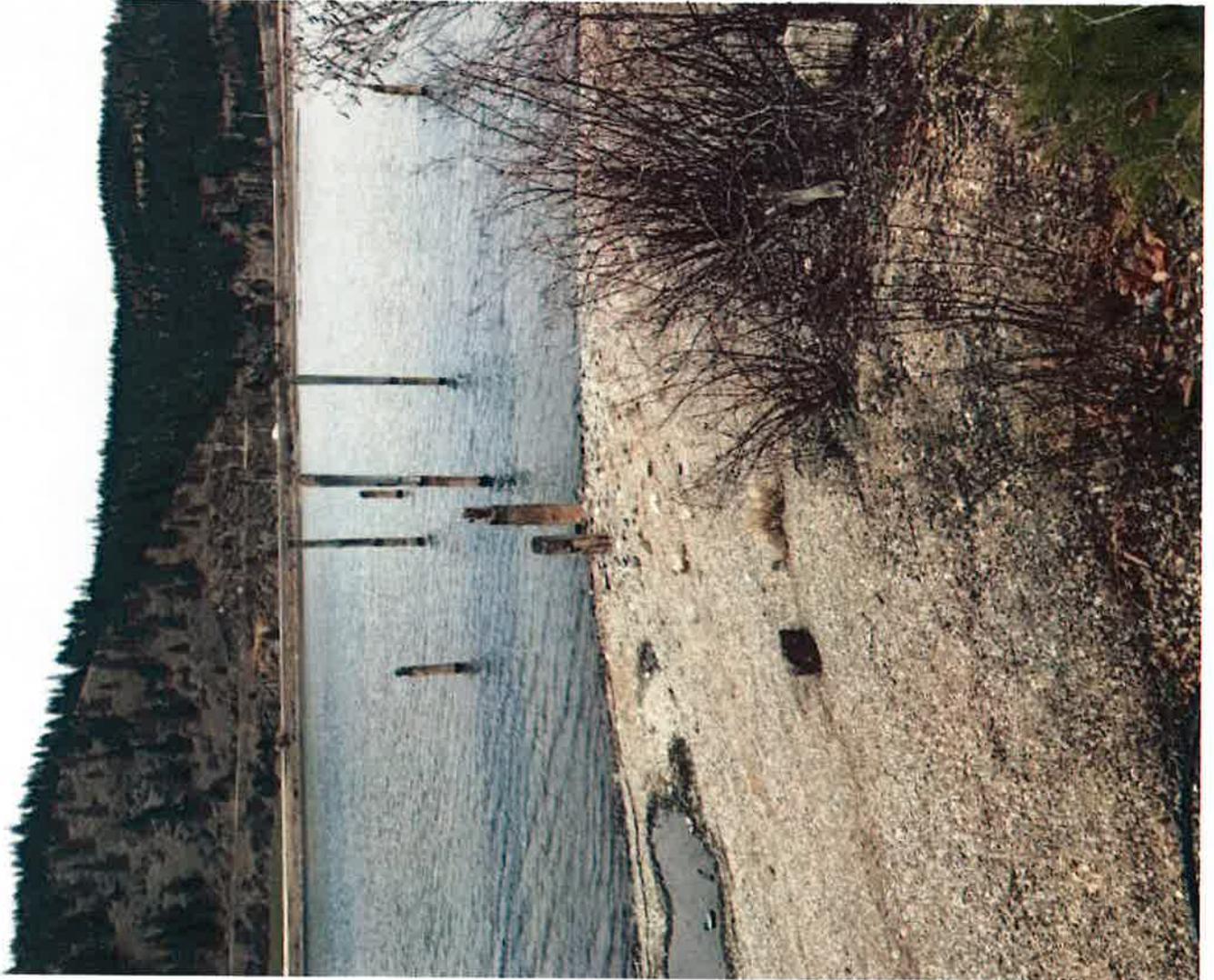
MAY 21 2020

**Idaho Dept. of Lands
Mica Supervisory Area**

Google Maps Department of Lands Idaho to 6719 ID-97, Coeur d'Alene, ID 83814

Drive 14.1 miles, 19 min





RECEIVED

MAY 21 2020

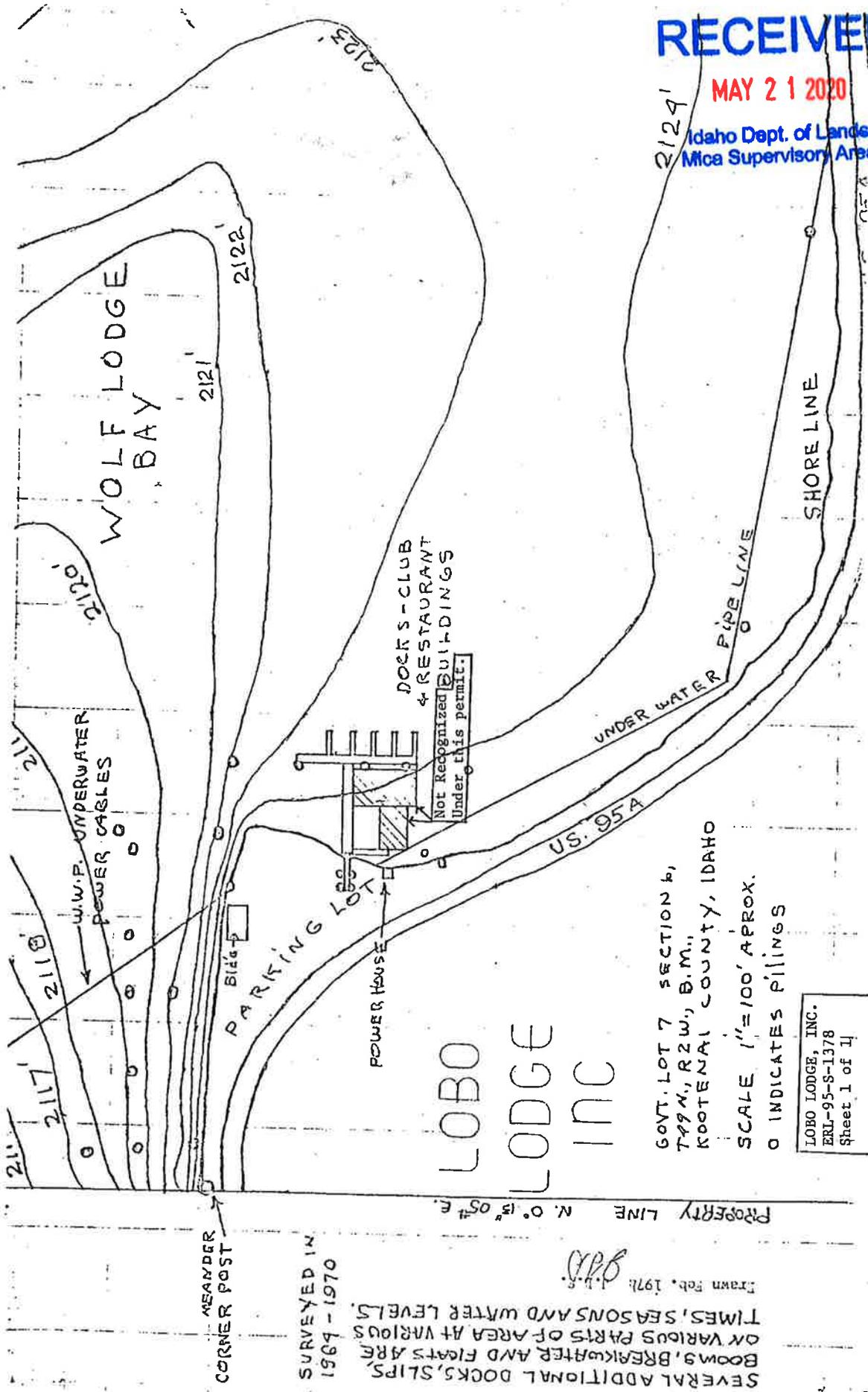
**Idaho Dept. of Lands
Mica Supervisory Area**

Previously Issued Permit

RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area



DEQ QUESTIONS AND CONCERNS

North Idaho Maritime Wolf Lodge Bay

Lakebed impacts and shoreline erosion

- **Please provide a recent bathymetry map of the project area, with details indicating the extent of the “work area”, pier and dock, access channel, and mooring areas, both during full pool, and at low pool.**
 - “Work Area” is an area about 120’ at its longest length and 80’ wide at its greatest width, with a total area of about 6000’. This area would be ideal for the assembly of modular dock sections that are built off-site. Powered vessels would not be common in this area. Docks could possibly be repaired here but that would not be common as docks are usually repaired at their respective sites. Anywhere from >1 and <6 docks could be assembled in this area in a given year.
- **Please provide an estimate of throughput associated with construction and operation.**

RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area

- ~2-3 Trucks per day usually coming around 7:30 AM and leaving around 3:00 PM. ~2-3 Boats leaving the area and coming back along congruent timelines.
- **Will operations take place year round (i.e., during high and low pool), or will there be an adjustment to account for decreased vessel clearance during low pool?**
 - There will be a major adjustment to account for decreased vessel clearance during low pool. Most major operations at this location will be suspended through the winter because of water depth.
- **Please clarify whether dredging is anticipated at this location for construction, or in the future for operation.**
 - We will not be dredging at this location for construction, nor is it anticipated in the future for our operation
- **Please provide a thorough description of erosion, sediment, and turbidity controls, and any other Best Management Practices (BMPs) that are planned for the construction of this project, as well as those which would be in place during operation to monitor for, and prevent water quality degradation.**

RECEIVED

MAY 21 2020

**Idaho Dept. of Lands
Mica Supervisory Area**

- Site Evaluation, Assessment, and Planning
 - Available Contact Information for Relevant and responsible parties
 - Project/site Information distributed and made familiar
 - Sequence of construction activity outlined
 - Agency recommended methods deployed to mitigate sedimentation, turbidity, and to combat Eurasian milfoil
- Erosion and Sediment Control BMPS
 - Stabilize soils
 - Protect slopes
 - Rip Rap etc. if necessary
 - Floating silt curtain deployed as necessary
 - Shoreline silt fence deployed as necessary
 - Perimeter controls and sediment barriers
 - Retain sediment on-site
 - Establish Stabilized construction exits
- Good housekeeping BMPS
 - Establish proper building material staging areas

RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Moa Supervisory Area

- **Please indicate any measures that will be taken to ensure project construction and operation (1) will not violate Idaho Water Quality Standards and (2) will align with Coeur d'Alene Lake Management Plan goals to limit metals and nutrients in Lake Coeur d'Alene.**
 - Educate staff on water quality standards and main points of CDA Lake management goals
 - Deploy "No Wake" buoys if permitted
 - Maintain spill prevention plans
 - According to the DEQ's Coeur d' Alene Lake management plan, Wolf Lodge bay is one of the few areas on the lake that has very low to no amounts of lead and other metals. Our other workspace, in Cougar bay, is also not a hotspot for metals deposited in the lake. Going back and forth between these two areas does send our vessels through more contaminated parts of the lake, but most of these areas have ample water depth so high turbidity wouldn't be expected.

Hazardous Materials

RECEIVED

MAY 21 2020

**Idaho Dept. of Lands
Mica Supervisory Area**

- Please indicate any plans or BMPs (e.g., spill prevention plans, spill kits, secondary containment) that will be used during construction and operation to prevent hazardous materials from entering waters of the State.

- Potential sources of pollution

1. Fuel
2. Hydraulic oil
3. Grease

- Spill Prevention Plan

- Use of environmentally friendly oil products
- Back pressure nozzles
- Moorings will be strong enough to hold in expected conditions while fueling
- Hoses will be supported without kinks
- Connections in transfer system are leak free
- Supervised transfer of fuel
- Mandatory safety meetings covering handling of hazardous materials
- Use of secondary containments

- Spill Kits

RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area

RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area

- Maintain stock of absorbent pads
- Drip pans and funnels when necessary
- PPE and disposable bags and gloves
- Designated containers to dispose of materials
- Floating Booms if necessary
- Secondary Containment Measures
 - Oil, fuel and grease stored in a secondary container
- Inspection and Corrective Action

Treated Wood and Piling Removal

- **Does the applicant plan to use treated wood products that have been approved by EPA for aquatic use?**
 - Yes, but all of these materials will be above the waterline or installed above the high pool.
- **Will the existing pilings be removed? If so, are any BMPs proposed for this work?**

- Most existing piling will remain in-tact, although some may be necessary to remove.
- Pile Removal BMP's
 - Vibratory Extraction.
 - Direct Pull
 - Cutting
 - If piling must be cut it will be cut as low as possible and at “slack” water. This is intended to reduce turbidity due to reduced flow.
 - After pile is extracted it is moved directly from water to a sediment containment area
 - Floating surface debris to be collected and disposed of with the piling
 - Floating silt curtain to be deployed if necessary

RECEIVED

MAY 21 2020

**Idaho Dept. of Lands
Mica Supervisory Area**

RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area

Idaho Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective 4-6-20 by and between John & Gaila Condon ("Landlord") and North Idaho Maritime, LLC ("Tenant").

Landlord is the owner of land and improvements at the address 6719 S Highway 97, Coeur d Alene, ID 83814.

- AIN 111552
- TX# 5934

Landlord desires to lease the premises to Tenant, and Tenant desires to lease the premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning May ¹, 2020 and continuing month to month thereafter. Both Landlord and Tenant have the option to terminate this lease agreement with written notice at least 30 days prior to the lease termination. Landlord shall use its best efforts to give Tenant possession as early as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant

RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area

shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of TBD. Tenant shall exercise such renewal option, if at all; by giving written notice to Landlord not less than sixty (60) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$1,000.00. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at John & Gaila Condon, 8207 N Sally Street, Hayden, ID 83835 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of 500.00.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be TBD per year payable in installments of TBD per month.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assiqnment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Mesa Supervisory Area

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

B. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and

MAY 21 2020

Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurance carrier that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. -Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

Tenants are responsible for their own snow removal on the premises.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. fEY:

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common

automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord spaces in such structural parking area, such spaces to be on a first come-first served basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay a monthly rental of per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

" Landlord reserves the right to section off and lease the east side of the fenced storage area. At no time shall Tenant use this area for storage of personal vehicles including boats, motorhomes, etc... and Tenant shall keep storage area clean and free of debris.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit '4' and incorporated herein for all purposes=

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

RECEIVED

MAY 21 2020

**Idaho Dept. of Lands
Mica Supervisory Area**

RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises- Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord

may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

RECEIVED

MAY 21 2020

**Idaho Dept. of Lands
Mica Supervisory Area**

20. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

John & Gaila Condon 8207 N Sally Street
Hayden, ID 83835 208-755-2818
-gshandy13@gmail.com 208-755-7009 -
John@northidahomaritime.com

If to Tenant to:

John Condon 6719 S Highway 97
CDA, ID 83814 Phone: Email:
john@northidahomaritime.com
John Condon 208-755-7009

AP: lisa@northidahomaritime.com 208,664.8215

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21 . Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

RECEIVED

MAY 21 2020

**Idaho Dept. of Lands
Mica Supervisory Area**

RECEIVED

MAY 21 2020

Idaho Dept. of Lands
Mica Supervisory Area

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12o/o) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.



Landlord Signature



Date



Tenant Signature



Date

RECEIVED

MAY 21 2020

**Idaho Dept. of Lands
Mica Supervisory Area**