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:	☐ Incomplete Application Returned	Date Returned:
Idaho Department of Water Resources No.	Date Received:	☐ Fee Received DATE:	Receipt No.:
Idaho Department of Lands No. L9555884	Date Received: 7/20/20	☒ Fee Received DATE: 5/20/20	Receipt No.: $1,075.00 CK# 216327

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	Zip Code: 83814
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: Cougar Bay Winter Storage			4. PROJECT STREET ADDRESS: Cougar Bay		
5. PROJECT COUNTY: Kootenai	6. PROJECT CITY: Coeur d' Alene		7. PROJECT ZIP CODE: 83814		8. NEAREST WATERWAY/WATERBODY: CDA Lake
9. TAX PARCEL ID#: n/a	10. LATITUDE: 47.672153 LONGITUDE: -116.812295		11a. 1/4: n/a	11b. 1/4: n/a	11c. SECTION: n/a
12a. ESTIMATED START DATE: n/a	12b. ESTIMATED END DATE: n/a		13a. IS PROJECT LOCATED WITHIN ESTABLISHED TRIBAL RESERVATION BOUNDARIES? ☒ NO ☐ YES Tribe:		
13b. IS PROJECT LOCATED IN LISTED ESA AREA? ☒ NO ☐ YES			13c. IS PROJECT LOCATED ON/NEAR HISTORICAL SITE? ☒ NO ☐ YES		

11d. TOWNSHIP:	11e. RANGE:
n/a	n/a

14. DIRECTIONS TO PROJECT SITE: Include vicinity map with legible crossroads, street numbers, names, landmarks.

Take Atlas south. Left on Seltice. Right on Northwest. Right on to 95. Boat from there.

15. PURPOSE and NEED: ☒ Commercial ☐ Industrial ☐ Public ☐ Private ☐ 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.

The purpose of the project is to have a designated area to perform winter storage, along with a designated work area within the footprint to be in use all year round.

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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.:

Winter Storage:

Bring floating encroachments to Cougar bay with 1-2 man crew and tugboat. They will be tied together and secured to existing pile with rope. These will be stored from October through May.
Storage are will be ~2-3 Acres as needed. The max area would be ~1000' long and ~300' wide.
Winter storage area would likely see a tug bringing in floating encroachments most evenings for about 2/3 weeks in October. Likewise, It would likely see a tug leaving the area most mornings, returning floating encroachments, for about a 2/3 week period in May.

Work Area:

Inside of the "Winter Storage Area" will be an area ~1-2 Acres in size designated as a "work area". This area will include the intermittent storage of miscellaneous docks for repair, resale, and disposal all year-round. Along with repairs this area would be suitable for assembly of modular dock sections that are built off-site. Typically a 1-2 man crew with a boat and possibly a barge would be in this area as needed.
The "work area" would see 1-2 boats w/ 2 man crew intermittently as needed through the year.

No dredging or fill material will be used at this site.

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.

-Deadheads will be avoided in transport.
-Employees will practice responsible measures while building, repairing, and demolition when needed.
-Boats will be reasonably maintained to prevent any leaks of fluids.
-All necessary infrastructure is already in place so there are no additional impacts in that regard
-Floating encroachments secured with multiple lines and additional log boom if necessary
-Floating encroachments are towed in groups of up to 4 to maximize efficiency and to limit trips through bay

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 not necessary. BMP's cover relevant hazards. Our vessels are equipped with necessary prevention and containment equipment.

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	cubic yards
Other (describe: _____ :	0	cubic yards
TOTAL:	0	cubic yards

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

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

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21. HAVE ANY WORK ACTIVITIES STARTED ON THIS PROJECT? ☒ NO ☐ YES If yes, describe ALL work that has occurred including dates.

There have been ongoing operations in Cougar bay for over 100 years.

22. LIST ALL PREVIOUSLY ISSUED PERMIT AUTHORIZATIONS:

Idaho Dept of Lands Lease B-2186

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 jsrisdiction 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 PRACTICTES (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.
-Employees are educated and experienced in proper vehicle maintenance.
-Vessels equipped with proper prevention and containment equipment.
-Low Pool areas to be avoided to minimize turbidity.
-Existing "deadhead" logs to remain in-tact and be avoided
-Employees will adhere to rules and regulations from relevant agencies and act in accordance with the clean water act and CDA Lake Management Plan
-Encroachment area clearly designated as no-wake zone and hazardous area due to myriad of "deadhead" logs
-Shorten tow-line to have maximum control over floating encroachments while transporting in and out of Cougar bay
-Maintain low speeds in bay to minimize turbidity
-Educate employees on positioning of deadheads in bay
-maintain consistent paths through bay to minimize disturbance

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
Winter Storage	CDA Lake	Perennial	Store floating encroahments seasonally in ~3 Acre Area	~650
Work Area	CDA Lake	Perennial	Intermittent storage and work area ~2 Acres in size	~350
			TOTAL STREAM IMPACTS (Linear Feet):	

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):	

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

Name: RASMUSSEN INC Mailing Address: PO box 578 City: Coeur d' Alene State: ID Zip Code: 83816 Phone Number (include area code): E-mail:	Name: DAVID & KRISTINE WOLD FAMILY TRUST Mailing Address: 2010 S Highway 95 City: Coeur d' Alene State: ID Zip Code: 83814 Phone Number (include area code): E-mail:
Name: FOREDECK LLC Mailing Address: 2093 W Blackwell Mill Rd City: Coeur d' Alene State: ID Zip Code: 83814 Phone Number (include area code): E-mail:	Name: SWEENEY, PAMELA Mailing Address: PO box 653 City: Coeur d' Alene State: ID Zip Code: 83816 Phone Number (include area code): E-mail:
Name: CORNWALL FAMILY FARM ENTERPRISES LLC Mailing Address: PO box 6452 City: Asheville State: NC Zip Code: 28816 Phone Number (include area code): E-mail:	Name: JOHN A BEUTLER AND ANN J BEUTLER LIVING TRUST Mailing Address: 1836 Northwest BLVD City: Coeur d' Alene State: ID Zip Code: 83814 Phone Number (include area code): E-mail:
Name: Yadon David Mailing Address: PO box 734 City: Coeur d' Alene State: ID Zip Code: 83814 Phone Number (include area code): E-mail:	Name: COUGAR BAY SAILING AND CHOWDER SOCIETY LLC Mailing Address: 1522 E Rockwood Blvd City: Spokane State: WA Zip Code: 99203 Phone Number (include area code): E-mail:

30. SIGNATURES: STATEMENT OF AUTHORIAZATION / 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:* 7/20/20

Signature of Agent: _____ *Date:* 7/20/20

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*".

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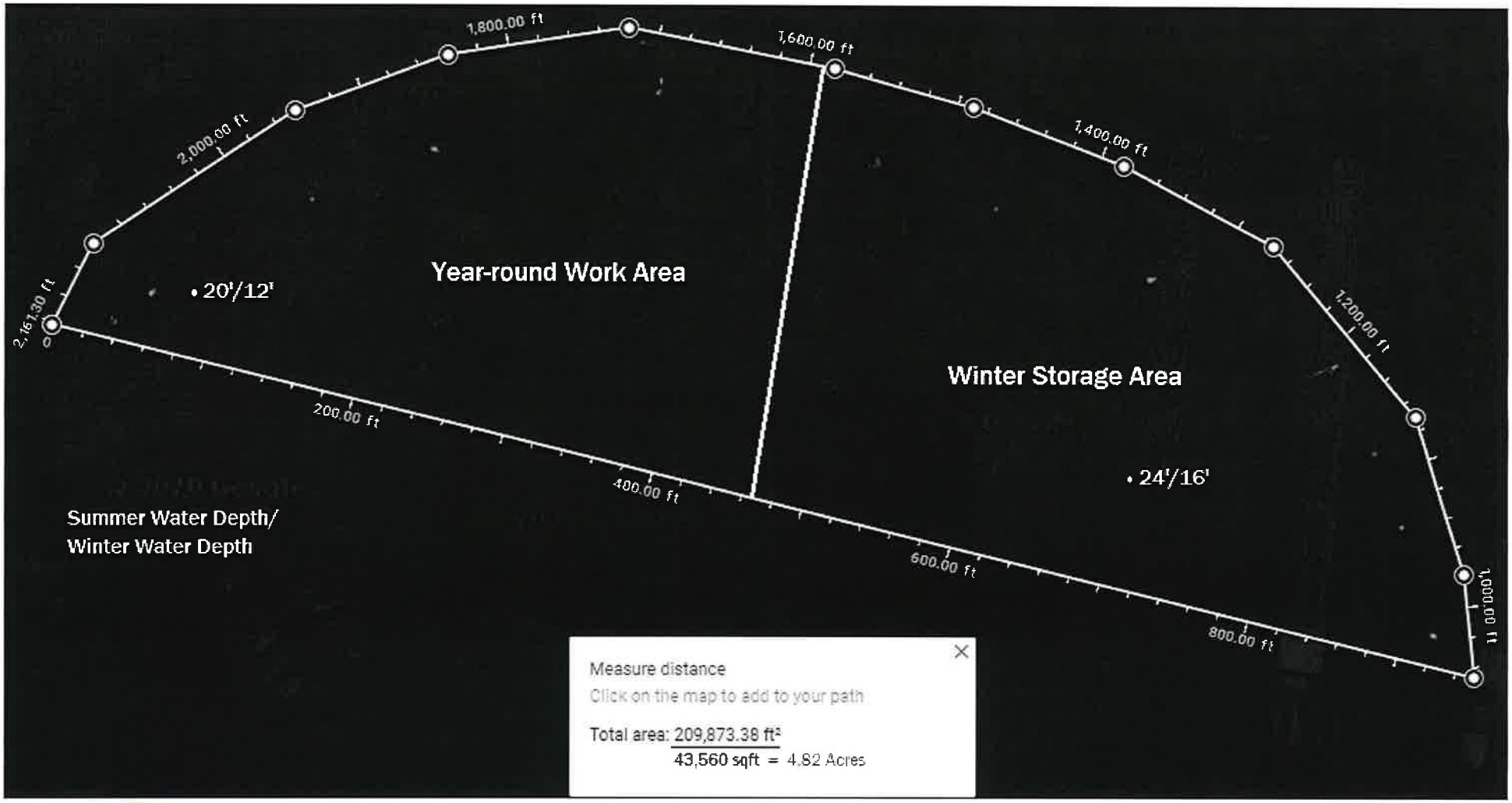

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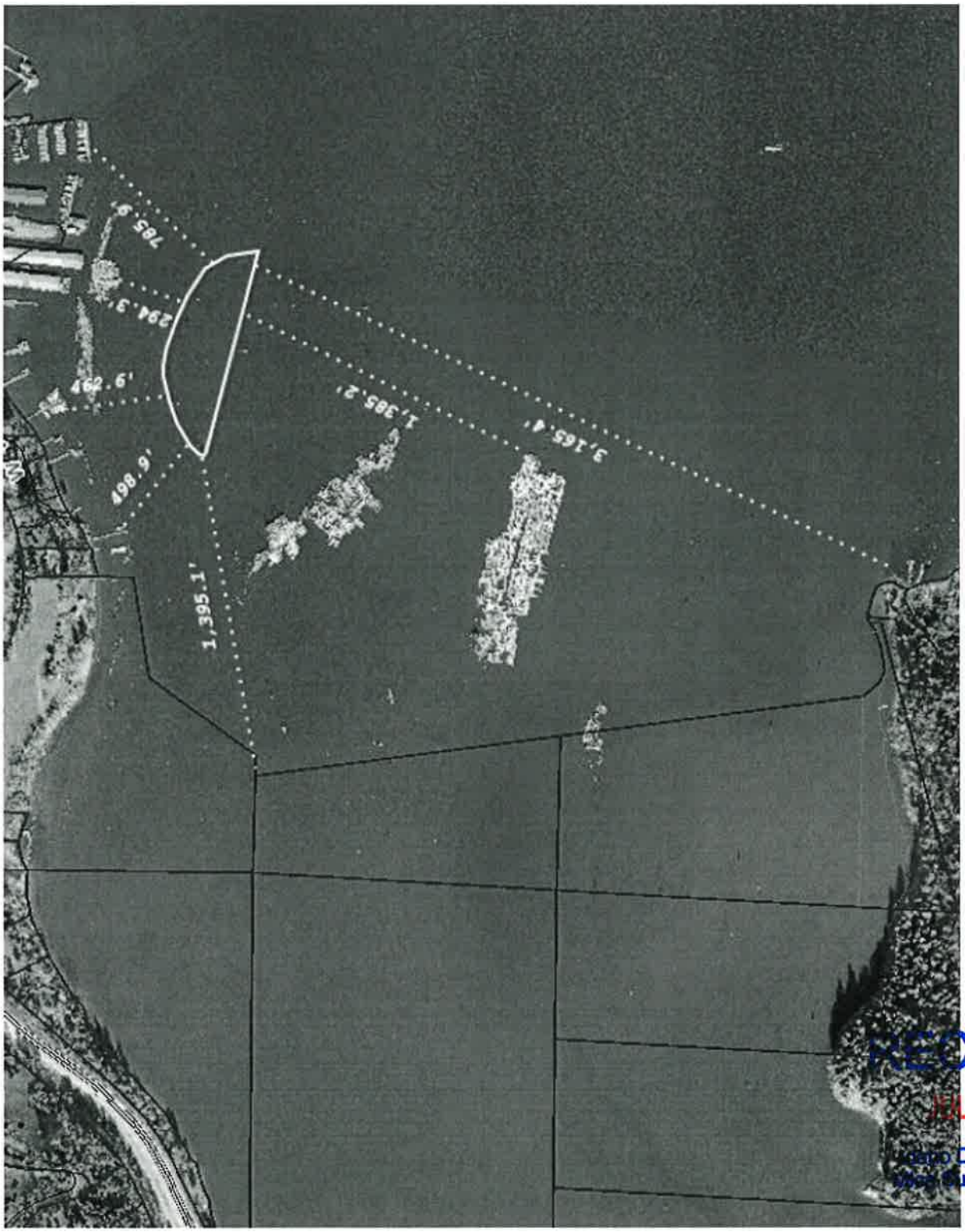

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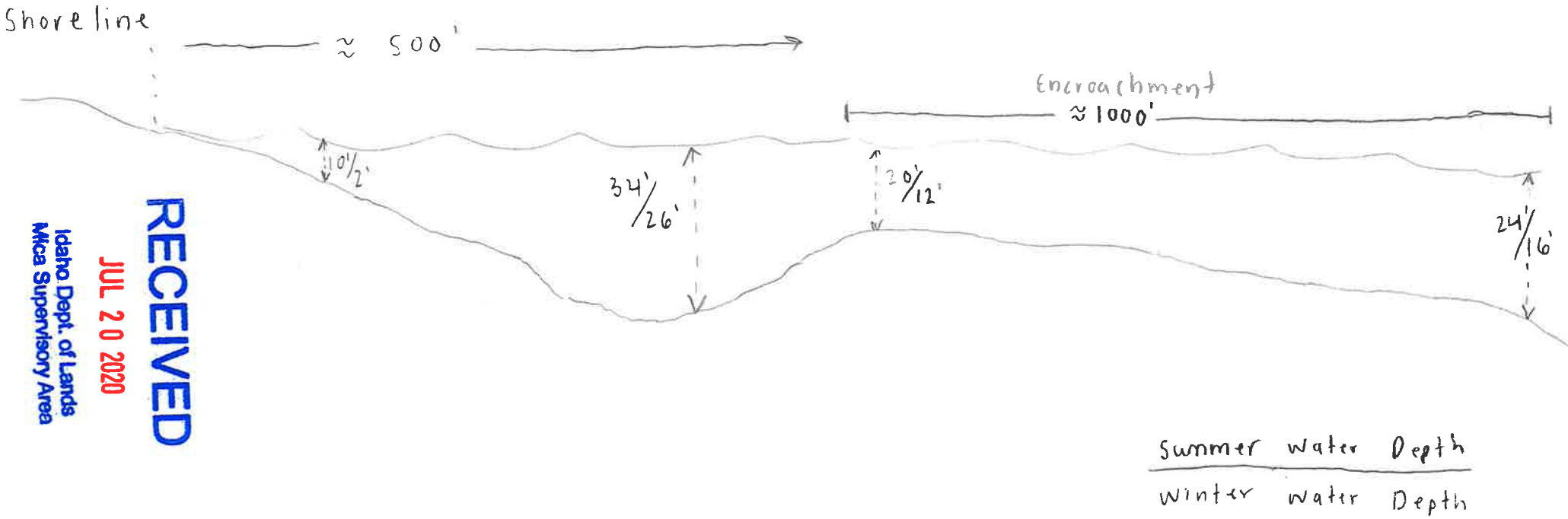
LAKEBED PROFILE



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North Idaho Maritime Cougar Bay Winter Storage

L95S5884

- Question 9 Tax Parcel
  - This location does not have a parcel; however, the applicant owns littoral rights at his property located at 6719 S Highway 97, Coeur d' Alene, ID. Sec. 06 Twp 49 N. R.2 W.B.M. Parcel AIN Number 111552.

- Question 11c., d. and e – Please provide the adjacent Section, Township and Range
  - Property Adjacent to the encroachment is in SE Sec. 15 Twp 50 N. R.4 W.B.M

- Encroachments Not in Aid to Navigation
  - The said encroachment is not in aid of navigation but we do strongly believe our encroachment will provide environmental and economic benefits to the general public. Winter storage is a valuable service provided and hundreds of residents with littoral rights to Coeur d' Alene Lake take advantage of such service every year. In shallow areas, areas that ice over, and areas of the lake susceptible to storms are all detrimental locations to floating encroachments. Encroachments in these areas are at a greater risk to damage that is costly to fix and in extreme cases this damage can cause floating debris. By storing encroachments in a protected area with ample water depth we can help to mitigate the costs and safety hazards associated without having the storage service.
  - The year round work area will include the intermittent storage of miscellaneous docks for repair, resale, and disposal all year-round. Along with repairs this area would be suitable for assembly of modular dock sections that are built off-site. This will benefit the public because it will minimize the actual effect of work being done at their site location. When new docks are installed at the location the old ones need to be disposed of. This is a borderline impossible task for residents on the lake to complete themselves. To alleviate this problem, we dispose of the docks for the customer, but often times the coordination of towing a dock and removing it from the lake in the same day is very difficult. This area would act as a temporary storage area so our crews can re-group with proper and necessary resources to finish the job. Another example of the year round area being a benefit would be in the recovery of derelict and miscellaneous hazards in the form of docks and logs. As cited in the previous scenario, too often, residents are not able to demo their docks when they become beyond repair, there have been plenty of cases when people have detached their dock and sent it into the lake or towed it to uninhabited property during the night. We get the call to take care of these situations. These derelict items need a temporary location to be stored before they can be permanently taken care of. As with removal, sometimes we need a temporary holding area for resources and supplies that are scheduled to go out to different locations on the lake.

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- All of the reasons for this year round work and storage area are to the benefit of residents on the lake and the general public. Businesses are only able to operate because they satisfy the needs of their customers. The purpose of this encroachment is to make it possible for our company to continue to serve the needs of our customers, the general public, and different local, state, and federal agencies and departments.

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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

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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 Sallv 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.

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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

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Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord 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 utllities used by Tenant on the Leased Premises during the term of this Lease unless otheruise 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. Siqns.

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 othenrise 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. Parkinq.

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

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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 s paces. 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 ofthe 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. Buildinq 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. Damaqe 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.

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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

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may request. In the event that Tenant should fail to execute any instrument of subordination herein require d 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. Securitv 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.

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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 Sallv Street
Hayden, lD 83835 208-755-2818
-gshandyl 3@gmail.com 208-755-7009 -
John@northidahomaritime.com

If to Tenant to:

John Condon 6719 S Highway 97
CDA, ID 83814 Phone: Email:
iohn@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.

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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. Headinqs.

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 inierest 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.

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29. Final Aqreement.

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. Governinq Law.

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

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

4/6/20

Landlord Signature Date

4/6/20

Tenant Signature Date

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Kootenai County, Idaho

Map Tile Location within Township

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

N W E S

THIS DRAWING IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES CONTAINED HEREIN.

Map Revisions

02/09/10 - JGB
Ptn 50N04W-15-7600 & 7550 comb w/ ptn 7300 & redescribed as Tax#22588; Ptn 7600 comb w/ ptn 7550 & redescribed as Tax#22589; Rem 7300 comb w/ rem 7600 & redescribed as Tax#22590 (10)

08/01/12 - JB
50N04W-15-9100 redescribed as Tax#23272 (13)

02/07/15 - bc
Ptn 50N04W-15-7725 combined w/ 7750 and redescribed as Tax#23910 (15)

04/18/16 - ET
50N04W-15-9250 redescribed as Tax#24458 (17)
Ptn 50N04W-15-8500 combined w/ 9250 as Tax#24459 (17)

08/04/17 - VMW
50N04W-15-9300 & 9350 out of 9200 as Tax#24946 & Tax#24947; Rem 9200 redescribed as Tax#24945 (18)

05/07/18 - TH
Ptn 50N04W-15-7900 out to RW & RW as Cat 19 (19)
Ptn 50N04W-15-9200 combined w/ 9300 as Tax#25193; Rem 9200 redescribed as Tax#25194 (19)

10/03/19 - ET
Ptn 50N04W-15-9200 combined w/ 9350 and redescribed as Tax#25669; Rem 9200 redescribed as Tax#25670 (20)

Notes:

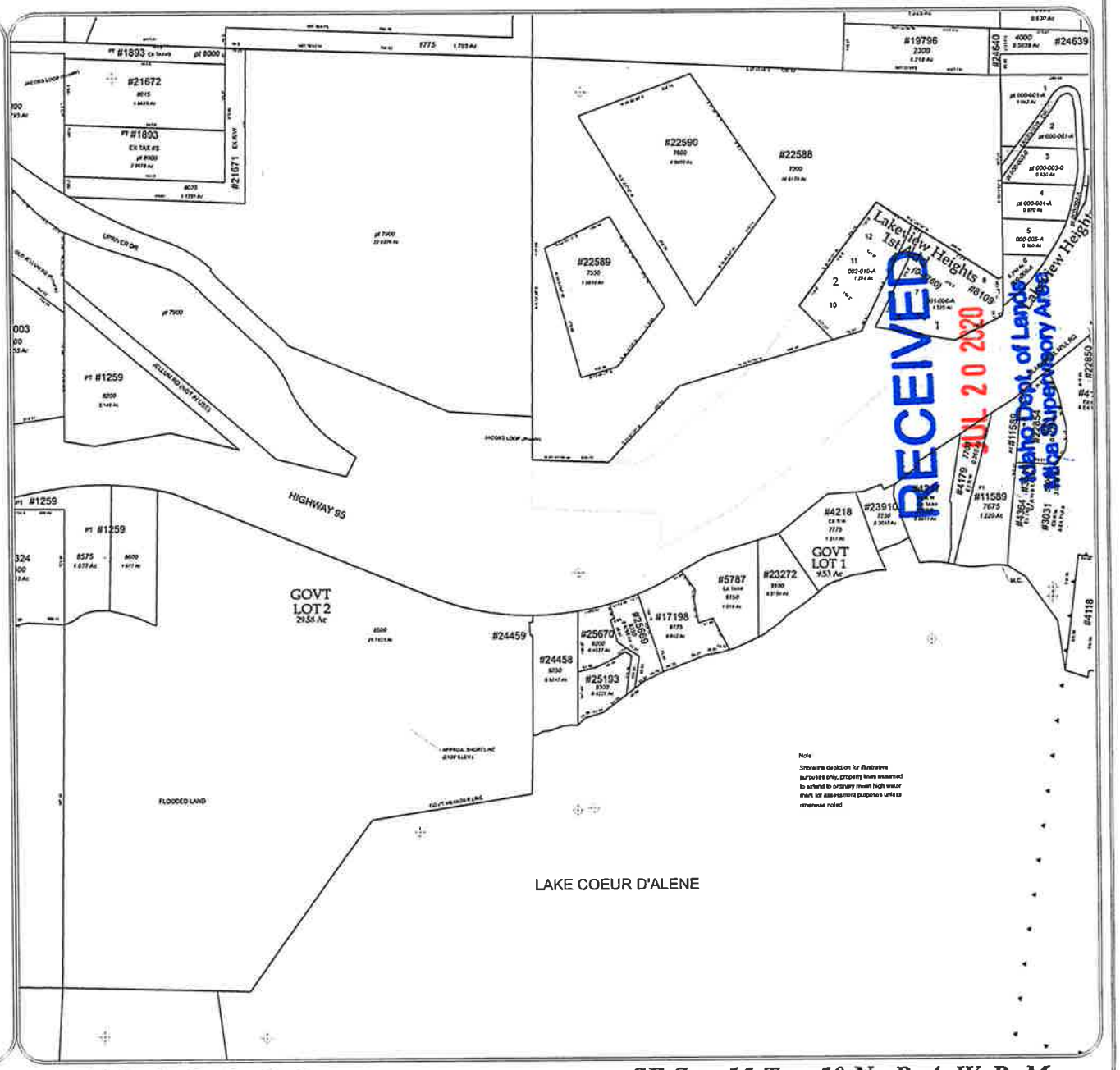
Parcel areas have been calculated by traverse closure when sufficient information has been available. Area shown is Net Assessable Area; Right-of-Way, where applicable, has been subtracted. Distances and curve lengths less than 50' may not be shown due to scale limitations. Dimensions in parenthesis denote record and/or platted lot dimensions.

LOCATION OF ROADS SHOWN ARE BASED ON ADDRESSABLE ROAD INFORMATION AND MAY OR MAY NOT BE PUBLIC.

Parcel Identification Number (PIN) are comprised as follows:
Platted: Sub-code and Parcel ID# ex. C-3510 and 021-999-C — Resulting PIN = C-3510-021-999-C or C3510021999C
Unplatted: TwpRngSec and Parcel ID# ex. 50N03W-16 and 7950 — Resulting PIN = 50N03W-16-7950 or 50N03W167950

Legend

(C-5357)	Sub-code	TaxParcels	Private Roads	▲▲▲	City Limits
001-001-A	Parcel ID# (PIN)	LegalAreas	Plat Boundaries		GCDB_Corners
		Road RW	Railroad		GCDB_Lines



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Maptile: 50N04W15SE

SE Sec. 15 Twp 50 N. R. 4 W. B. M.

Kootenai County, Idaho

MapTile Location within Township

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

N W E S

THIS DRAWING IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES CONTAINED HEREIN.

Map Revisions

09/15/09 - ET
50N04W-22-7000 redescribed (10)

08/23/10 - JB
50N04W-22-8600 out of 7000 as Tax #22725 (11)

02/24/12 - ET
50N04W-22-8270 & 8275 acreage & riparian corrections (12)

08/16/13 - GP
50N04W-22-6000 out of 7000 (14)

05/03/18 - JP
Pin 50N04W-22-8500 combined w/ 8550 & redescribed as Tax#25192; rem 8500 redescribed as Tax#25181 (19)

Notes:

Parcel areas have been calculated by traverse closure when sufficient information has been available. Area shown is Net Assessable Area; Right-of-Way, where applicable, has been subtracted. Distances and curve lengths less than 50' may not be shown due to scale limitations. Dimensions in parenthesis denote record and/or platted lot dimensions.

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Unplatted: Twp/Rng/Sec and Parcel ID# ex. 50N03W-16 and 7950 — Resulting PIN = 50N03W-16-7950 or 50N03W167950

Legend

(C-5357)	Sub-code	TaxParcels	Private Roads	▲▲▲	City Limits
001-001-A	Parcel ID# (PIN)	LegalAreas	Plat Boundaries		GCDB_Corners
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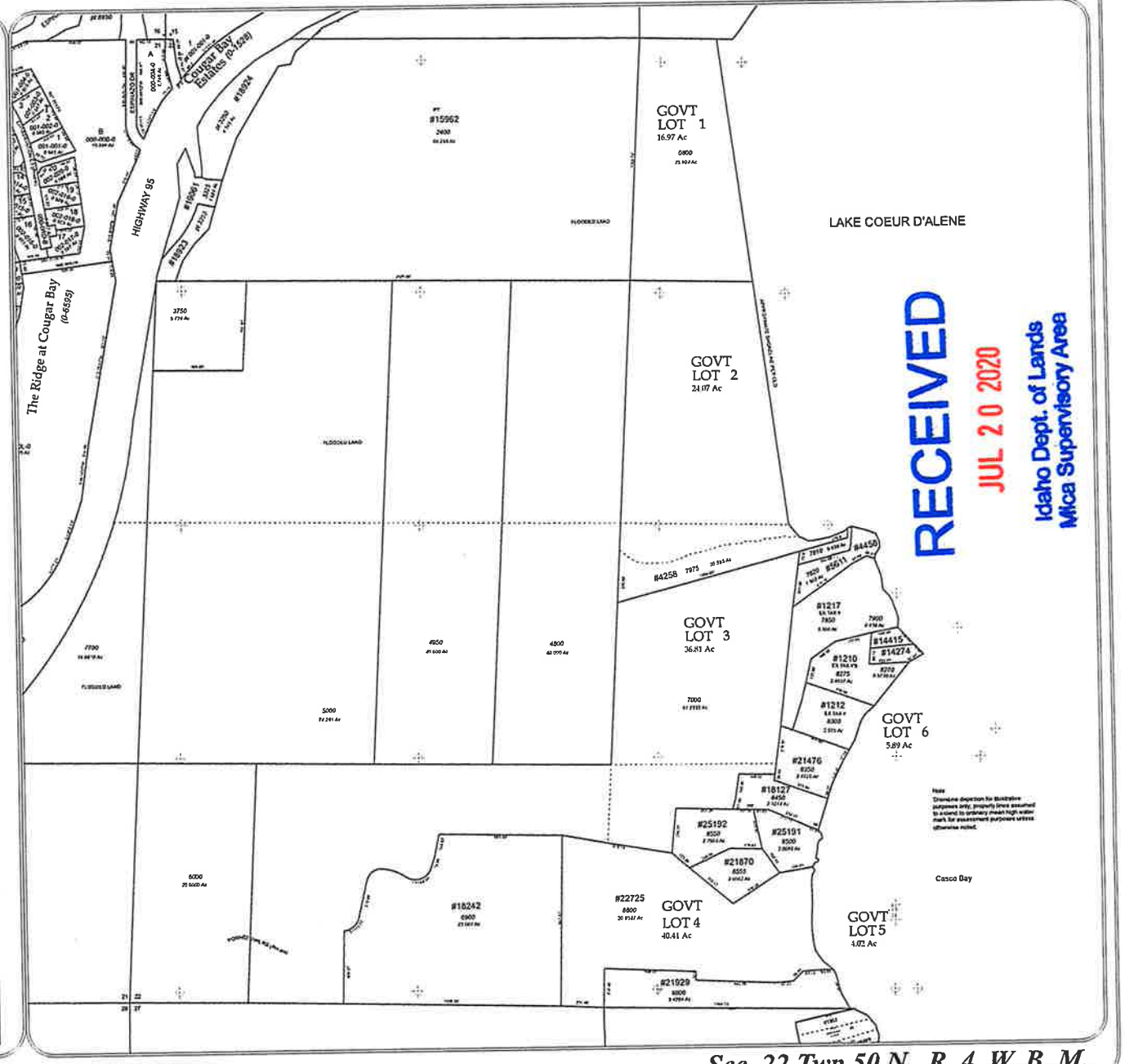

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Sec. 22 Twp 50 N. R. 4 W. B. M.

Maptile: 50N04W22

Application Number L 9595884

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
- ☐ - Float home
- ☐ - Boat garage
- ☐ - Mooring buoy(s)
- ☑ - Other – describe: Winter Storage

Applicant's Littoral Rights Are:

- ☐ - Signature of littoral rights owner is obtained if applicant is not the owner of the riparian/littoral rights
- ☐ - Owned, fee simple title holder
- ☐ - Leased
- ☑ - Other – describe: Public Trust

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

- ☑ - County plat map showing both neighboring littoral lots.
- N/A ☐ - 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 # _____ 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? N/A 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.
- ☐ N/A **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 ft^2 per Littoral Front Foot?

- ☐ **- No**
- N/A ☐ **- Yes**

Total square footage: _____ ft^2

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

- ☐ **- Yes** **Total front footage:** _____ feet
- ☐ **- No**

N/A

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

☐ - No

☑ - Yes If yes, explain why: Storage of multiple encroachments

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.

John J Condon Jr 7/20/20

Printed Name Date

Signature of Applicant or Agent

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