



## Submerged Lands Leases Procedures

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This guidance document is not a new law. This document is an agency interpretation of existing law, except as authorized by Idaho Code or incorporated into a contract.

### Agency Contact

Navigable Waterways Program Manager, Boise Staff Office

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## Submerged Lands Leases Procedures

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### Documents Referenced in Procedures

SLL-001	Lease Application
SLL-002	Attachment A - Multiple Applicants
SLL-003	Lease Setup Sheet
SLL-004	New Lease Checklist
SLL-005	Submerged Land Lease Template
SLL-006	Rent Schedule
SLL-007	Gross Receipts Rent Report
SLL-008	Commercial Marina Annual Report
SLL-009	Instrument Assignment
SLL-010	Affidavit of Loss
SLL-011	Lease Assignment Checklist
SLL-012	Application for Renewal
SLL-013	Instructions for Application for Renewal
SLL-014	Customer Request for Instrument Amendment
SLL-015	Area Authorization for Instrument Amendment
SLL-016	Lease Amendment Checklist
SLL-017	Sample Letter for Lease Violation

# Section 50 – Submerged Lands Leases

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## I. Submerged Lands Leases

### A. Leasing Scenarios

Some uses of state-owned submerged lands require leases in addition to any encroachment permits or stream channel alteration permits. Permits control or regulate what occurs on, in, or above navigable waterways, but a lease requires payment of rental to use state-owned public trust land. The following uses over state-owned submerged lands generally require a submerged lands lease (IDAPA 20.03.17.020):

1. Community docks
2. Commercial navigational facilities including commercial marinas, dock construction or storage, tour boat docks, moorage associated with commercial lodging facilities, etc.
3. Non-navigational encroachments such as restaurants, floating greens, log storage, decks, boardwalks, swimming areas, float homes, winter dock storage, etc.
4. Single-family docks in excess of 700 square feet where not justified (IDAPA 20.03.17.020.01 and IDAPA 20.03.17.025.08)
5. Two-family docks in excess of 1,100 square feet where not justified (IDAPA 20.03.17.020.02 and IDAPA 20.03.17.025.08)

Area staff should contact the Bureau if questions arise about the necessity of a submerged lands lease.

### B. Artificial High Water Marks

Area staff administering leases on lakes with artificial high water marks should be aware that a submerged land lease will only cover that portion of the encroachment which lies waterward of the ordinary high water mark (IDAPA 20.03.17.020).

Examples:

1. A marina that lies over private submerged lands and state-owned public trust lands will require a lease only for the moorage that is waterward of the ordinary high water mark.
2. A marina located completely landward of the ordinary high water mark would require an encroachment permit, but not a submerged land lease.

### C. Lease Inspections

An inspection shall be made by the appropriate Supervisory Area to determine if, and what type of lease shall be required for the encroachment (IDAPA 20.03.17.020 and 20.03.17.025). If Area

staff believe a lease is necessary for an encroachment, the lease commencement date should be close to when use of the encroachment begins, such as when construction of the encroachment is completed.

Inspections should occur whenever a new lease is issued, when a lease is due to expire and is being renewed, or whenever a lease is assigned. This ensures that the encroachment still matches the lease.

#### **D. Lease Applications**

The **Lease Application (SLL-001)** shall be processed following the Area staff approval of the encroachment permit or stream channel alteration permit. A separate application fee of four hundred twenty-five dollars (\$425) is required for the lease (IDAPA 20.03.17.030). The applicant can submit **Attachment A – Multiple Applicants (SLL-002)** for information on more than one applicant.

#### **E. Lease Setup Sheet**

The Area shall complete the **Lease Setup Sheet (SLL-003)** for Submerged Land Leases and send the completed sheet and any fees received to the Bureau for processing.

#### **F. Lease Document Development**

The Bureau will complete the **New Lease Checklist (SLL-004)** to ensure proper processing of the lease documents. The Bureau shall draft a lease using the most current **Submerged Land Lease Template (SLL-005)** and allow for Program Manager review and legal review before sending the lease to the applicant to sign and notarize. The Bureau will draft a cover letter asking the applicant to sign the lease, provide insurance information, and submit payment for the first year's rent (pro-rated as necessary).

Upon receipt of the signed lease, the Bureau will send the lease to legal staff for a second review. After that review is complete, the Bureau will obtain a signature from the Director of the Department of Lands.

The Bureau will keep the original executed lease, mail a certified copy of the lease to the lessee, and submit a copy to the Area.

#### **G. Rental Rates**

Rental rates were set by the Land Board and are summarized in the Submerged Land Lease **Rent Schedule (SLL-006)**. For unusual encroachments, negotiations may be required to determine rent on a site-by-site basis.

Rental rates for commercial marinas and other uses that produce revenue for the lessee will commonly be calculated as a percentage of gross receipts; however, other methods may be used as the Board deems appropriate (IDAPA 20.03.17.035.01). Gross receipts are collected annually from lessees. The Bureau will send a **Gross Receipts Report (SLL-007)** to lessees to be completed and sent back with the gross receipts payment for processing.

## H. Average Moorage Rates

Average moorage rate data for commercial facilities shall be collected with **Commercial Marina Annual Report (SLL-008)** (IDAPA 20.03.17.036), sent out with the billing requests from the Bureau. The Area shall compare this data with the existing average moorage rates used to calculate the community dock lease rates and consider whether an increase in the lease rates is justified. This comparison should be completed at least every five (5) years or more often when significant average moorage rate increases are observed.

## I. Liability Insurance Requirements

1. Commercial facilities:
  - i. \$1,000,000 commercial general liability
  - ii. Workers' Compensation insurance
  - iii. Property damage insurance
2. Community docks and float homes:
  - i. \$1,000,000 general liability
  - ii. Property damage insurance
3. Single and two-family docks do not require insurance.

# II. Submerged Lands Lease Transactions

## A. Submerged Land Lease Assignments

Assignments occur when a lease-holding property sells to another lessee, or the lessee changes their name. The Area will receive the **Instrument Assignment Request form (SLL-009)** and conduct an inspection to ensure the lease still matches the original encroachment. The assignment fee is two hundred dollars (\$200) (IDAPA 20.03.17.055.02). Customers may also need to submit an **Affidavit of Loss (SLL-010)**. The Area will then send the Assignment information to the Bureau.

Lake encroachment permits or stream channel alteration permits related to a lease must also be transferred. Separate assignment fees for permits and leases will be collected. The Bureau will complete the **Lease Assignment Checklist (SLL-011)** to ensure all necessary documents have been received.

## B. Submerged Land Lease Expiration

Leases are typically for 10-year periods except in unusual circumstances. The Bureau will notify lessees of their lease expiration and send a request for an **Application for Renewal (SLL-012)** as well as the **Instructions for the renewal form (SLL-013)**. An application fee of four hundred twenty-five dollars (\$425) shall be collected for lease applications associated with expiring leases (IDAPA 20.03.17.030.02). The Bureau will then send a copy of the completed application form to the Area with a request for an inspection and completion of the **Lease Setup Sheet (SLL-003)**. Lease processing will continue as described in I.F above.

## C. Submerged Land Lease Amendments

Changes to an encroachment with an existing submerged land lease will first need to be permitted through a new encroachment permit or stream alteration permit before adjustments

to the lease (IDAPA 20.03.17.050.01). Minor modifications that do not require a new permit should still be reviewed by Area staff to determine if a lease amendment is needed. Typically, if a lessee requests an amendment, they will complete the **Customer Request for Instrument Amendment form (SLL-014)**.

Modifications that require a lease amendment include changes in use, location, size, or scope of the lease site. It does not include ordinary maintenance, repair, or replacement of existing structures or facilities (IDAPA 20.03.17.050.02). If Area staff determine that an amendment is required, they will complete the **Area Authorization for Instrument Amendment (SLL-015)** and send documentation to the Bureau.

The Bureau will complete the **Lease Amendment Checklist (SLL-016)** to complete the process.

### **III. Submerged Lands Lease Compliance**

#### **A. Authority**

Violations that relate to provisions in the encroachment permit or IDAPA 20.03.04 (Lake Protection Rules) should be resolved using the remedies of IDAPA 20.03.04 and Title 58, Chapter 13, Idaho Code. Any violation of the provisions of the lease by the lessee may be cause for cancellation including, but not limited to, nonpayment of the rent or any violation of the provisions of the lease, rules in force, or policy adopted by the Board (IDAPA 20.03.17.060.01).

#### **B. Non-financial Noncompliances**

1. The Department should respond to noncompliances with the lease terms, such as failure to provide annual reports or proof of insurance, by the Area sending the lessee a **Notice of Violation Letter (SLL-017)**. The letter should state the reasons for noncompliance, the applicable lease term or rule, the steps necessary to resolve the matter, and the corresponding deadlines (IDAPA 20.03.17.060.01). If the lessee responds to the notice of lease violation, the Department and lessee shall attempt to resolve the violation.
2. If lessee does not respond to the 30-day notice of violation letter, the Area shall issue a notice of proposed lease cancellation (certified and regular US mail).
3. The lessee has thirty (30) days to reply in writing to the Department to show cause why the lease should not be canceled. Within sixty (60) days, the Department will notify the lessee of the Department's decision in writing. The lessee has thirty (30) days to appeal an adverse decision to the Director (IDAPA 20.03.17.060.03).
4. If a lease is cancelled for a noncompliant encroachment on a lake, the Department will pursue revoking the encroachment permit as well.

#### **C. Financial Default**

1. If rent is not received by the due date, the Bureau should send the lessee a second billing notice by certified mail.
2. If a lessee fails to respond to the second billing notice, Bureau staff will forward the lease file to the Attorney General's Office to initiate the lease cancellation process. (This process follows the same procedures as Steps 1 and 2 in the Non-financial Noncompliances.)

3. Within 90 days of a lease cancellation, the lessee may submit a request for reinstatement along with a fifty-dollar (\$50) reinstatement fee and evidence that all necessary corrective actions have or will be taken within an acceptable period of time (IDAPA 20.03.17.060.02).
4. After the 90-day reinstatement period has passed, the lessee must apply for a new lease if they wish to continue using the submerged lands. All prior charges must be paid in addition to a new lease fee. A new lease number will be assigned, but the lease will have the same expiration date as the former lease. Additional terms and conditions may be added to the new lease.



# Application for Use Submerged Land Lease

For Area Office Use Only  
Instrument No.: \_\_\_\_\_

**Instructions:** This form is used by persons seeking to lease state owned submerged and formerly submerged lands pursuant to IDAPA 20.03.17. Please complete this form and submit it, along with the non-refundable filing fee of \$425 and required attachments to your local Idaho Department of Lands Supervisory Area Office.

## Section 1: Applicant Information

Full legal name of applicant:

Legal status:

- |  |  |
|--|--|
| <input type="checkbox"/> Individual                          | <input type="checkbox"/> Trust or non-profit (attach Affidavit of Existence)           |
| <input type="checkbox"/> State government                    | <input type="checkbox"/> Business (attach Secretary of State Certificate of Existence) |
| <input type="checkbox"/> City, County, or Federal government | <input type="checkbox"/> Other:  |

Name of primary contact:

Mailing address (to be used for all correspondence):

City:	State:	Zip:
Contact phone number:	Phone number type: <input type="checkbox"/> Work <input type="checkbox"/> Home <input type="checkbox"/> Cell	

Email address:

Do you currently hold a lease with the Idaho Department of Lands? ☐ No ☐ Yes  
If yes, provide lease number(s):

Do you have any employees that require you to obtain worker compensation insurance? ☐ No ☐ Yes

Are there multiple applicants? ☐ No ☐ Yes  
If yes, please complete and attach Attachment B – Multiple Applicants.

## Section 2: Description of Associated Upland Property

Facility name:

Physical Address:

City:	State:	Zip:	
County:	AIN/Parcel ID:		
Government Lot:	Section:	Township:	Range:

Body of water:

## Section 3: Encroachment Description

Encroachment or Stream Channel Alteration Permit Number:

Please, attach a copy of the recorded permit.

Identify all encroachments/uses to be under lease:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Single-family dock | <input type="checkbox"/> Two-family dock | <input type="checkbox"/> Community dock |
| <input type="checkbox"/> Commercial marina  | <input type="checkbox"/> Store           | <input type="checkbox"/> Boat ramp      |
| <input type="checkbox"/> Restaurant         | <input type="checkbox"/> Swim area       | <input type="checkbox"/> Fill           |
| <input type="checkbox"/> Other(s):          |  |   |

## Section 4: Discounts

If a commercial marina, you may qualify for a discount on your annual lease payment. Select one of the following that best describes the marina facilities:

- ☐ 25% discount: All marina facilities are made available to the public on a first come, first served basis.
- ☐ 50% discount: All marina facilities are made available to the public on a first come, first served basis AND fifty percent (50%) or more of the boat slips are set aside for day use only.
- ☐ None of the above.



Please attach all of the following required attachments, as applicable:

- ## Section 6: Affidavit

Applicant Signature

Applicant Name

Date \_\_\_\_\_

Applicant Title (if applicable)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Seal/

Notary Public

My Commission Expires: \_\_\_\_\_



# Attachment A: Multiple Applicants Application for Use Submerged Land Lease

For Area Office Use Only  
Instrument No.: \_\_\_\_\_

**Instructions:** This form is used when multiple persons are seeking to lease state owned submerged and formerly submerged lands pursuant to IDAPA 20.03.17. This form must be completed for each additional applicant and submitted with the Application for Use.

## Section 1: Applicant Information

Full legal name of applicant:

Legal status:

- ☐ Individual
 ☐ Trust or non-profit (attach Affidavit of Existence)
- ☐ State government
 ☐ Business (attach Secretary of State Certificate of Existence)
- ☐ City, County, or Federal government
 ☐ Other:

Name of primary contact:

Mailing address:

City:

State:

Zip:

Contact phone number:

Phone number type: ☐ Work ☐ Home ☐ Cell

Email address:

Do you currently hold a lease with the Idaho Department of Lands? ☐ No ☐ Yes

If yes, provide lease number(s):

Are you required to obtain workers compensation insurance? ☐ No ☐ Yes

## Section 6: Affidavit

I hereby certify that I am the applicant or authorized representative of the applicant and that the information contained in this application is true and correct to the best of my knowledge and further acknowledge that falsification or misrepresentation of any information contained hereinor provided herewith will be grounds for denial of the application.

Applicant Signature

Applicant Name

Date \_\_\_\_\_

Applicant Title (if applicable)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Seal

\_\_\_\_\_  
Notary Public

My Commission Expires:



# Lease Setup Sheet - Submerged Land Lease

## GENERAL INFORMATION

Lessee's name:	Lease number:
Lease commencement date:	Lease expiration date:
Are there any pending noncompliances?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is the name on the application current and correct?	<input type="checkbox"/> No <input type="checkbox"/> Yes (This name will be used on the lease)
Is the applicant registered with the Secretary of State?	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A
Is the applicant a current lessee?	<input type="checkbox"/> No <input type="checkbox"/> Yes, lease #(s):
Related encroachment/stream channel alteration permit number:	
Body of water:	
Is submission of annual marina report required?	<input type="checkbox"/> No <input type="checkbox"/> Yes

## USE & RENT

Use (Include # & type of moorage as applicable) <i>Ex: Community dock (12 boat &amp; 4 jet ski moorages)</i> <i>Commercial marina (80 public &amp; 8 private boat moorages)</i>	Base Rent/ Rent	Gross Receipts Rent		Rent Discount		
		N/A	Percentage	None	25%	50%
		<input type="checkbox"/>	%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	%	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Annual Base Rent						

## INSURANCE

Is applicant a city, county or federal agency?	<input type="checkbox"/> No <input type="checkbox"/> Yes (standard term) <input type="checkbox"/> Yes (attach term)
Is applicant a state agency?	<input type="checkbox"/> No <input type="checkbox"/> Yes, use multi-state lease language
Is general liability insurance required?	<input type="checkbox"/> No <input type="checkbox"/> Yes, amount:
Is worker comp insurance required?	<input type="checkbox"/> No <input type="checkbox"/> Yes

## SPECIAL TERMS AND CONDITIONS (Lease Attachment C)

Are there special terms and conditions?	<input type="checkbox"/> No <input type="checkbox"/> Yes (attached in a .doc document)
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## COMMENTS & REVIEW

Comments (provide rent calculation if applicable):

Preparer's  
Signature

Manager's  
Signature

## CHECKLIST (Please submit this form and the following files as applicable to the Document Exchange)

<input type="checkbox"/> Application and attachments (.pdf)	<input type="checkbox"/> Special Terms and Conditions (.doc)
<input type="checkbox"/> Attachment A with Lands Records approval (.xlsx)	<input type="checkbox"/> Insurance Certificates (.pdf)
<input type="checkbox"/> Secretary of State Business entity Printout (.pdf)	<input type="checkbox"/> Map(s) (.jpg)
<input type="checkbox"/> Other:	



# New Lease Checklist Submerged Land Lease

**Instructions:** This form is used by the TRS for each new Submerged Land Lease upon receipt of a request for an instrument number.

Lease Number:		Date Application Rec'd:	
Lessee Name:			
<b>Application Acceptance and Review</b>		<b>Yes</b>	<b>N/A</b>
1. Applicant is <b>not</b> on Default list		<input type="checkbox"/>	
2. Application is complete and contains the following:			
a. \$425 application fee		<input type="checkbox"/>	
b. Encroachment permit, stream channel alteration permit, <b>or</b> scaled drawing		<input type="checkbox"/>	
c. Secretary of State Certificate of Existence (Only required for businesses)		<input type="checkbox"/>	<input type="checkbox"/>
d. Affidavit of Existence (Only required for trusts and non-profits)		<input type="checkbox"/>	<input type="checkbox"/>
e. Attachment A – Multiple Applicants (Only required for multiple applicants)		<input type="checkbox"/>	<input type="checkbox"/>
3. Update IMS		<input type="checkbox"/>	
4. Provide instrument number to Area Personnel		<input type="checkbox"/>	
5. Submit billed use request for application fee to Fiscal		<input type="checkbox"/>	
6. Create physical and electronic files		<input type="checkbox"/>	
<b>Lease Development and Issuance</b>		<b>Yes</b>	<b>N/A</b>
7. Receive the following, as applicable:			
a. Complete Lease Setup Sheet		<input type="checkbox"/>	
b. Map(s)		<input type="checkbox"/>	
c. Land Records approved Legal Description		<input type="checkbox"/>	
d. Special Terms and Conditions, including bonds (if applicable)		<input type="checkbox"/>	<input type="checkbox"/>
e. Application (Only if amended since initial submission)		<input type="checkbox"/>	<input type="checkbox"/>
8. Draft Lease		<input type="checkbox"/>	
9. Notify Program Manager to review		<input type="checkbox"/>	
10. Receive Program Manager approval		<input type="checkbox"/>	
11. Send lease to lessee for signature with request for insurance, rent, and other special terms as applicable.		<input type="checkbox"/>	
12. Received rent		<input type="checkbox"/>	
13. Received signed lease and reviewed for:			
a. Signed, dated, and notarized		<input type="checkbox"/>	
b. No modifications		<input type="checkbox"/>	
14. Received insurance documents and reviewed for:			<input type="checkbox"/>
a. Correct limit		<input type="checkbox"/>	
b. IDL additional insured		<input type="checkbox"/>	
c. Primary insurance		<input type="checkbox"/>	
d. No nulling or limiting language		<input type="checkbox"/>	
15. Received and reviewed special terms.		<input type="checkbox"/>	<input type="checkbox"/>
16. Obtained land board signature on lease (only after 1-16 have been satisfied)		<input type="checkbox"/>	
17. Update IMS		<input type="checkbox"/>	
18. Add lease to Land Board Transaction Report		<input type="checkbox"/>	
19. Send certified copy of lease to lessee		<input type="checkbox"/>	
20. Send copy of lease and cover letter to area		<input type="checkbox"/>	
21. Update master track and submit lease to Land Records for filing		<input type="checkbox"/>	
Preparer's Signature		Program Manager's Signature	

**SUBMERGED LANDS LEASE**  
**Lease No. Lease Number**  
**FULL LEGAL NAME OF LESSEE,**  
**Type of Person**

**Commented [AS1]:** Bold and all caps. This must match the applicant's name on its filing with the Secretary of State (if not an individual)

**Commented [AS2]:** Some examples:

- A single person
- A married couple
- An Idaho general partnership
- An Idaho limited partnership
- An Idaho limited liability company
- An Idaho corporation
- An Idaho non-profit corporation
- An agency of the state of Idaho

**SUMMARY OF LEASE PROVISIONS:**

Lessor: STATE OF IDAHO  
By and through the State Board of Land Commissioners, whose administrative agency is the Idaho Department of Lands  
300 North 6<sup>th</sup> Street, Suite 103  
PO Box 83720  
Boise ID 83720-0050

Lessee: Full legal name of lessee, Type of Person  
Address  
City, State Zip

Lease Term: Commencement Date: Commencement date  
Expiration Date: December 31, Expiration date

Use of Leased Premises: The Leased Premises are used as a Use(s). Use terms are more particularly described in Section 3, *Use of Premises*.

Rent: The annual base rent payment is due on January 1 of each year, and gross receipts rent, if any, is due on April 1 of the year following that in which the gross receipts were earned.

The total annual base rent and gross receipts rent percentage are set forth in the table below. Rent terms, including the calculation of and circumstances under which gross receipts rent is due, are set forth in Section 2, *Rent*. **Delete this paragraph if no Gross Receipts Rent**

Use	Annual Base Rent	Gross Receipts Rent Percentage
<u>Use</u>	<u>\$Use rent</u>	<u>GRR percentage%</u>
Total Annual Base Rent	<u>\$Total rent numerical</u>	

Legal Description of Leased Premises: See Attached Exhibit A, incorporated herein by reference.

Liability Insurance: **\$1,000,000** Commercial General Liability and Umbrella Liability Insurance  
Property insurance  
Workers compensation and employer's liability insurance

Insurance terms are more particularly described in Section 4, *Insurance*.

Special Terms and Conditions: None. Or Attachment C.

Lease Index: SUMMARY OF LEASE PROVISIONS  
LEASE PROVISIONS  
SIGNATURE PAGE  
ATTACHMENT A – LEGAL DESCRIPTION OF LEASED PREMISES  
ATTACHMENT B – SITE MAP(S)

**\*This Summary of Lease Provisions ("Summary") is for convenience and ease of review only. The information stated in the Summary is intended to be accurate and consistent with the contract terms set forth in the following Lease. In the event any information stated in the Summary is inconsistent with the Lease Provisions or Attachments, the Lease Provisions and Attachments will control.**

## LEASE PROVISIONS

1. Lessor does hereby lease and demise unto Lessee, at the rate and for the use specified in Sections 2 and 3 below, the lands described in Attachments A and B and as set forth in Encroachment Permit **Encroachment permit #**, located at **Lake Name** in **County Name** County, State of Idaho.

### 2. Rent.

Lessee shall pay to Lessor, as rent for the Leased Premises, the following amounts, determined and payable in the manner and at the time set forth herein, without abatement, offset or deduction of any kind, unless allowed by this Lease. All rent shall be paid in lawful money of the United States of America forwarded to Lessor or as otherwise directed by Lessor in writing.

#### **Copy this paragraph for each use.**

A. Base Rent for **Use**. Annual base rent for **use** shall be **Use rent spelled out (\$Use rent numerical)**, due on or before January 1 of each successive year. **Delete next sentence if gross receipts rent is not required.** During a given year, if the annual gross receipts as calculated below in Section **2.B.** is greater than the base rent of **\$Use rent numerical**, then additional rent as calculated in Section **2.B.** is due for that year and payable by April 1.

#### **Delete this paragraph if no uses require gross receipts rent.**

B. Gross Receipts Rent and Report. The requirements of this Section **2.B.** shall apply to the **Uses** only. On the form provided by Lessor, Lessee shall identify total annual (January 1 through December 31) gross receipts and calculate the gross receipts rent for each applicable use as set forth below. Lessee shall submit the gross receipts report for each year, showing the amount of gross receipts earned for that year, along with any gross receipts rent due, to Lessor by April 1 following the year for which gross receipts were earned. If gross receipts rent applicable to a specific use is less than the base rent for that use, then no additional amount for gross receipts rent shall be due for that use. If gross receipts rent applicable to a specific use exceeds base rent for that use, then Lessee shall submit additional gross receipts rent to Lessor in an amount equal to the amount by which the gross receipts rent for a particular use exceeds the base rent for that use. Failure to provide the gross receipts report and any gross receipts rent due to IDL by April 1 of each year shall be a default under Section 16 of this Lease.

#### **Copy this paragraph for each use that requires gross receipts rent.**

i. **Use**. Lessee shall calculate gross receipts rent by multiplying annual gross receipts by the gross receipts rent percentage, **GRR percentage spelled out (GRR percentage%)**.

#### **If no discounts are available, delete this paragraph. If a discount is available, delete either subparagraph i or ii as applicable.**

C. Discount Applicable for Commercial Marina Use.

- i. Discount for Commercial Marina. If a marina makes all of its marina facilities available to the public on a first-come, first-served basis, the annual compensation shall be discounted by twenty-five percent (25%); except that the rent, after discount, shall not be less than two hundred fifty dollars (\$250.00).
- ii. Discount for Commercial Marina. If a marina makes all of its marina facilities available to the public on a first-come, first-served basis and fifty percent (50%) or more of the boat slips are set aside for day use only, then the annual compensation shall be discounted by fifty percent (50%); except that the rent, after discount, shall not be less than two hundred fifty dollars (\$250.00).

D. Annual Base Rent Subject to Modification. Lessor reserves the right to increase or decrease the annual base rent to be paid by Lessee. The increase or decrease for each year shall be effective as of January 1 and payable by January 1. Lessor shall provide Lessee written notification of any changes in the rent amount one hundred and eighty (180) calendar days prior to the effective date of the change.

E. Accrual of Interest and Late Payment Charges. In the event any rent or other financial obligation due by Lessee to Lessor under the terms of this Lease is not paid in full when due, Lessee shall also pay: 1) interest accruing thereon at the statutory rate of interest as provided by law until payment is made in full; and, 2) a late charge which shall accrue in full as of the first day of each and every calendar month of any such delinquency, until payment is made in full, in the amount of twenty-five dollars (\$25.00) or an amount equal to one percent (1%) of the unpaid principal obligation(s), whichever is greater. All payments shall be applied

first to the payment of accrued interest and to accrued late charges, and then to the reduction of unpaid principal. There shall be no compounding of accrued interest or late charges. The parties acknowledge and agree that the late charge described herein is a reasonable attempt to estimate and to compensate Lessor for higher administration costs associated with administering late payments, and is not intended as a penalty. By assessing interest and late charges, Lessor does not waive any right to declare a breach, or to pursue any right or remedy available to Lessor by reason of such breach available at law or in equity, after the expiration of any applicable notice or cure period.

- F. Lien. The amount of any unpaid rent and accruing late charges and interest shall be a lien in favor of Lessor against all of Lessee's improvements and other property on the Leased Premises.

### **3. Use of Premises.**

- A. The Leased Premises shall be used in accordance with Encroachment Permit number **Encroachment permit number** and any successor permit(s) for a **Use(s)**.
- B. This Lease is contingent upon Lessee continually maintaining and complying with the provisions contained in the Encroachment Permit and all applicable laws and rules, including, but not limited to, the Lake Protection Act, Title 58, Chapter 13, Idaho Code; the Rules for the Regulation of Beds, Waters, and Airspace over Navigable Lakes in the State of Idaho, IDAPA 20.03.04.000 *et seq.*; Rules Governing Leases on State-Owned Submerged Lands and Formerly Submerged Lands, IDAPA 20.03.07.000 *et seq.*; the Stream Channel Protection Act, Title 42, Chapter 38, Idaho Code; and the Stream Channel Alteration Rules, IDAPA 37.03.07.000 *et seq.*
- C. Any change of or new use of the Leased Premises by Lessee requires Lessor's prior written amendment of the Encroachment Permit and prior written amendment of this Lease.
- D. When requested by Lessor, Lessee will furnish technical information concerning the equipment located on the Leased Premises.

**Delete this paragraph if this lease is not for a commercial marina.**

- E. If Lessee desires to change its operations and convert some of its moorage to private use, it must retain at least fifty percent (50%) of its moorage available for use by the general public. Prior to implementing such a change, Lessee must apply for and obtain a new encroachment permit from Lessor. The permit application shall describe, in text and in drawings, which moorage will be public and which moorage will be private. This Lease must also be amended in writing prior to implementation of any conversion of public moorage to private use.

### **4. Insurance.**

Lessee shall purchase and keep in force all insurance required by this Lease. Any failure to comply with any of the terms of this Section shall be grounds for immediate termination of this Lease.

**Delete "Commercial" for noncommercial uses.**

- A. **Commercial** General Liability and Umbrella Liability Insurance. Lessee shall obtain, at Lessee's expense, and keep in effect during the term of this Lease, **Commercial** General Liability Insurance and, if necessary, **Commercial** Umbrella Insurance with a combined limit of not less than One Million Dollars (\$1,000,000). Each annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000), when applicable. The policy(ies) shall include personal injury and property damage resulting from the occupancy, use, and operations of any other activity on the Leased Premises carried on by Lessee, its assigns, agents, operators or contractors. This insurance shall also include contractual liability coverage for the indemnity provided under this Lease **Delete the following if none of the uses is for a commercial marina;** and an endorsement for marina liability.
- B. Property Insurance. Lessee shall, throughout the term of this Lease and at its own expense, keep and maintain in full force and effect, property insurance for what is commonly referred to as "All Risk" coverage, excluding earthquake and flood, on Lessee's improvements and personal property.

**Delete this paragraph if not required.**

- C. Workers' Compensation. Lessee shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with Idaho law, together with all other coverages required therefor. If Lessee is

exempt from the obligation to carry worker's compensation in accordance with Idaho law, Lessee can provide proof of such exemption to Lessor.

- D. **Additional Insured.** The liability insurance coverage required for performance of the Lease shall include the State of Idaho, the Board of Land Commissioners, and the Department of Lands, its officers, agents, and employees as additional insureds, but only with respect to Lessee's activities (including the activities of Lessee's agents, operators, employees or contractors) relating to this Lease and/or any such activities upon, or related to, the Leased Premises. If the land surface and/or the improvements thereon covered by the Lease have been sold or leased by Lessor, then any such new owner or leaseholder of the surface rights and/or improvements shall also be an additional insured.
- E. **Insurance Policy Requirements.** All policies required under this Section shall be written as primary policies and not contributing to or in excess of any coverage Lessor may choose to maintain. All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to do business in the State of Idaho. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice from Lessee and its insurer to Lessor; provided however, that if such prior advanced written notice cannot reasonably be provided, then Lessee shall immediately notify Lessor as soon as either becomes aware of any such cancellation, termination, material change, or intent not to renew. In any event, Lessee shall immediately notify Lessor of any such notice of cancellation, termination, material change, or intent not to renew any policy required by this Lease and shall deliver to Lessor a copy of any such notice upon receipt thereof from any insurer.
- F. **Proof of Insurance.** Prior to taking occupancy or commencing operations or construction, and at least annually thereafter, Lessee shall furnish Lessor with a certificate of insurance executed by a representative of each insurer duly authorized to bind coverage, together with a copy of any applicable policy and policy endorsement showing compliance with all insurance requirements set forth herein including evidencing Lessor as additional insured. Lessee shall provide certified copies of all insurance policies required above within fifteen (15) days of Lessor's written request for certified copies. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance.
- G. **No Limitation of Liability.** By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability pursuant to this Lease.

## **5. Lease Term and Renewal Conditions.**

- A. Lessor grants to Lessee the option to renew this Lease for a term of ten (10) years or as determined by Lessor commencing upon the expiration of the original Lease or subsequent Leases, provided that Lessee shall submit an application for renewal by April 30 of the year of expiration of the Lease. Lessee understands and agrees that Lessor has the sole discretion relating to the terms and conditions offered in any renewed lease and understands and agrees that the terms and conditions in a renewed lease may be materially different than this Lease.
- B. Lessee will not be eligible for a lease renewal unless the following conditions have been met:
- i. All rent due has been paid in full;
  - ii. **Delete the following paragraph if no uses require gross receipts rent.** All Lessee gross receipts reporting requirements, if applicable, have been met;
  - iii. Lessee continues to hold a valid Encroachment Permit and has complied and remains in compliance with all provisions of the Encroachment Permit; and
  - iv. Lessee has complied with all provisions of this Lease and fully and faithfully performed all obligations herein.

## **6. Sublease, Assignment, Mortgage, Lien and Encumbrance.**

- A. No Sublease or Assignment Without Consent. Lessee shall not sublease all or any part of the Leased Premises, or sublease all or any part of Lessee's improvements, or assign this Lease, or subject Lessee's improvements or Lessee's leasehold interest in this Lease to a mortgage or deed of trust or otherwise encumber without first obtaining the written consent of Lessor, which consent may be withheld in Lessor's sole discretion. All non-state-owned improvements are currently and shall remain in the name of the Lessee throughout the term of this Lease, unless otherwise provided herein.
- B. No Liens or Encumbrances. Lessee has no authority to and shall not place or allow a lien upon or otherwise encumber state land or state-owned improvements. Lessee shall not place or allow a lien or otherwise encumber Lessee's leasehold interest or Lessee-owned improvements without the prior written consent by Lessor.
- C. Necessary Forms. Any request for approval of a sublease, assignment, mortgage, or deed of trust must be in writing, on forms provided by Lessor and accompanied by the processing fee established by Lessor. Any attempt by Lessee to sublease Lessee's interest in all or any part of the land, Lessee's leasehold interest, or all or any part of Lessee's improvements, or to assign this Lease, or to subject Lessee's improvements or Lessee's leasehold interest in this Lease to a mortgage or deed of trust without the prior written consent of Lessor shall be void and shall constitute a default of this Lease.
- D. Good Standing Required. No request for Lessor's approval of any assignment, sublease or mortgage will be considered unless all rent due, late payment fees, and interest have been paid in full, and Lessee is in good standing under the terms of the Lease.
- E. Sublease, Assignment, Mortgage and Encumbrance Subject to Terms. Any sublease, assignment, mortgage, or encumbrance shall be subject to all of the terms and provisions of this Lease, and shall be terminated and of no further force or effect if this Lease is terminated for any reason.
- F. Specific Transaction Only. Any consent by Lessor herein contained or hereafter given to any act, sublease, assignment, mortgage, pledge, or encumbrance shall be held to apply only to the specific transaction hereby or thereby approved.
- G. Proof of Assignment. In cases of assignment due to the sale of Lessee's interest, Lessee must provide to Lessor one copy of the purchase agreement or contract of sale signed and acknowledged by the buyer (Assignee) and seller (Assignor), together with true and correct copies of all assignment documents. In the case of assignment without a sale, appropriate transfer documentation must be provided to Lessor establishing that the Lease should be assigned. This may include, but not be limited to, a deed and bill of sale from Lessee indicating the transfer of the Lease and Lessee-owned improvements as a gift; a divorce decree; or a copy of a probate order. Lessor may require additional proof as necessary. Title to Lessee's improvements (all non-state-owned improvements) must be in the same name as Lessee.
- H. Upon Lessor's prior written approval, Lessee may sublease all or part of the Leased Premises; provided that each such sublease shall be subject to all terms of this Lease, including termination of Lessee's interest under this Lease. Any such sublease shall be subject to and subordinate to the rights of Lessor under this Lease, and any such sublease shall include, but not be limited to, the following:
- i. No sublease shall relieve Lessee of its responsibility to pay rents, fees, interest and any charges due, and perform all of its obligations under this Lease.
  - ii. The term of the sublease may not exceed the term of this Lease.
  - iii. Lessor is not liable for acts or omissions of Lessee.
  - iv. Sublessee will abide by all terms of this Lease.
  - v. Lessor is not liable for pre-payment, security deposits or other pre-paid charges made to Lessee by sublessees should this Lease be terminated.

Lessor may, in its sole discretion, impose additional requirements as a condition of approving the sublease request.



**7. Lessee's Compliance with Applicable Laws and Rules.**

- A. Full Compliance. Lessee's use of the Leased Premises and all improvements constructed thereon, shall fully comply with all statutes, ordinances, rules, regulations and laws of applicable federal, state and local governmental authorities. Lessee shall comply with all applicable rules and regulations and standards currently in effect or hereafter adopted by Lessor.
- B. No Waste or Nuisance. Lessee shall not use the Leased Premises in any manner that would constitute waste, nor shall Lessee allow the same to be committed thereon. Lessee shall not do anything or allow any action which will create a nuisance or a danger to persons or property.
- C. Noxious Weeds. It is understood and agreed that Lessee shall take measures to control noxious weeds within the Leased Premises in accordance with Title 22, Chapter 24, Idaho Code and rules promulgated thereunder. Lessee shall also comply with the requirements of the Idaho Invasive Species Act of 2008, Title 22, Chapter 19, Idaho Code and rules promulgated thereunder. Lessee shall cooperate with applicable federal, state and local agencies or entities authorized to undertake programs for control and/or eradication of noxious weeds and invasive species. Failure to comply with those laws and rules will be considered a breach of this Lease and shall be considered a default pursuant to Section 16 herein.

**8. Environmental, Safety, and Sanitary Requirements.**

- A. Sanitary Requirements. Lessee shall at all times keep the Leased Premises in a clean and sanitary condition, free of trash, noxious weeds, garbage and litter, so that the Leased Premises is maintained in as nearly natural state as possible. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local laws, rules and regulations pertinent to Lessee's use. Lessee shall store and dispose of all trash and garbage in conformity with all applicable federal, state, and local laws, rules and regulations. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.
- B. Fire and Safety Regulations. Lessee shall comply with all applicable state laws and the rules of the Department of Lands for fire protection and prevention of fire. Lessee agrees to keep the Leased Premises free from fire hazards. Lessee is prohibited from burning garbage or household trash. The burning of wood or other debris requires the prior written permission of Lessor and any burning must comply with applicable federal, state, or local law, regulation, rule, or ordinance.
- C. No Hazardous Materials. Lessee shall neither use nor permit upon the Leased Premises the use, placement, transport or disposal of any hazardous waste or any other substance that is or is suspected to be a hazardous substance or material except in compliance with all applicable federal, state and local laws, rules, regulations and ordinances. Lessee shall be responsible, at its own expense, for removing or taking other appropriate remedial action regarding such wastes, substances, or materials which Lessee may cause to be introduced, in accordance with applicable federal, state, and local laws, rules, regulations, and ordinances.

**9. No Warranty of Suitability.**

- A. No Warranty. Lessee acknowledges that neither Lessor, nor any agent or designee of Lessor, has made any representation or warranty with respect to the Leased Premises or concerning the suitability of the Leased Premises for the uses intended by Lessee. Lessee acknowledges that it has accepted the Leased Premises in "AS IS CONDITION," and accepts liability for its condition.
- B. Quiet Enjoyment. Lessor agrees that Lessee, upon payment of the rent and full performance of the terms and conditions of this Lease, may quietly have, hold, and enjoy the Leased Premises during the term hereof.

**10. Payment of Taxes and Assessments.**

On or before any due dates, Lessee agrees to pay any and all real or personal property taxes, assessment or fees that may be assessed or levied by a governmental authority asserting such authority over the Leased Premises or its improvements. Lessee shall make such payment directly to the taxing authority and hold Lessor harmless from any claim or assessment.

**11. Construction and Improvements.**

- A. Construction of Improvements. Lessee may construct improvements upon the Leased Premises under limited circumstances in accordance with the following:
- i. Lessee must first obtain the prior written consent of Lessor.
  - ii. Lessee must furnish a complete set of construction plans and an accurate plot plan of all proposed improvements contemplated by Lessee and submit those plans and drawings to Lessor.
  - iii. After the construction plans and plot plan have been approved in writing by Lessor, construction of the improvements must be in full compliance with all conditions under this Lease and any plans submitted to Lessor, and shall be in compliance with all applicable federal, state and local laws, rules and regulations.
- B. Treatment of Facilities and Improvements. Upon Lease Expiration without renewal, or upon cancellation of the Lease for any reason:
- i. Lessor may, in its sole discretion, require Lessee to remove all non-state-owned facilities improvements placed upon the Leased Premises, and to require Lessee to restore the Leased Premises to its natural or previous condition, all at Lessee's sole cost and expense.
  - ii. Lessor may, in its sole discretion, enter the Leased Premises and remove any of the non-state-owned improvements, or otherwise dispose of such improvements, and to restore the Leased Premises to its natural or previous condition, and charge the cost of removal and/or disposal and restoration to Lessee.
  - iii. Lessee shall also be responsible for all collection costs, including legal fees and interest.
  - iv. Lessor reserves the right, in its sole discretion, to purchase any of the approved improvements from Lessee at appraised value.
  - v. Upon expiration, termination, cancellation or default of the Lease, Lessor will provide Lessee with a specific, date, not to exceed six months from the date of expiration, termination, cancellation or default, by which Lessee must remove any and all non-Lessor owned facilities and improvements. Failure to remove any and all non-Lessor-owned facilities and improvements by the set date shall be deemed a trespass. If removal of Lessee's improvements has not occurred by the set date, then all rights, title and interest of Lessee to any of the improvements shall, upon thirty (30) days written notice to Lessee or at a date determined at the sole discretion of Lessor, but not less than thirty (30) days, be deemed to transfer or revert to the State of Idaho, and shall be considered abandoned in place by Lessee.

## **12. Relations of the Parties.**

Lessee is not an officer, employee, or agent of Lessor. Lessee covenants that it will satisfy and hold Lessor harmless against any claim, lien, judgment, or encumbrance filed or made against the Leased Premises, Lessee's leasehold interest in the Lease, Lessor-owned improvements or Lessee's improvements, at Lessee's sole and separate cost or expense.

## **13. Indemnification.**

- A. Lessee will indemnify, defend, and save harmless Lessor, the State of Idaho, and their officers, agents and employees from and against any liability, claims, damages, debts, demands, losses, costs, expenses, actions, obligations, settlements, judgments for damages, or injury to persons or property including, but not limited to, reasonable attorneys' fees and costs caused by or arising out of the use or occupation of the Leased Premises by Lessee, or Lessee's agents, officers or employees, or any person's failure to comply with any applicable state, federal, or local laws, statutes, rules, or regulations.
- B. Upon receipt of Lessor's tender of indemnity and defense, Lessee shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for Lessor, to begin fulfilling its obligation to indemnify, defend, and save harmless Lessor. Lessee's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of Lessor under this Agreement. However, if it is determined by a final judgment that Lessor's negligent act or omission is the sole proximate cause of a suit or claim, Lessor shall not be entitled to indemnification from Lessee with respect to such suit or claim, and Lessor, in its discretion, may

reimburse Lessee for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to Section 13.C.

- C. Any legal defense provided by Lessee to Lessor under this Section must be free of any conflicts of interest, even if retention of separate legal counsel for Lessor is necessary. Any attorney appointed to represent Lessor must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code §§ 67-1401(13) and 67-1409(1).

#### **14. Inspection and Audit Rights.**

- A. Inspection by Lessor. Lessee shall permit Lessor or Lessor's authorized agent or designee to enter and inspect the Leased Premises and any improvements therein or thereupon at any reasonable time.
- B. Audit Rights. Lessor shall have the right to audit, in such a manner, and at all reasonable times as it deems appropriate, all activities of Lessee arising in the course of its operation under this Lease. Lessee must maintain its books, records, documents, and other evidence of accounting in accordance with generally accepted accounting principles so as to properly and accurately reflect its business. At Lessor's sole discretion, an audit of Lessee's books or the supporting tax documents that have been filed with the Internal Revenue Service or the State Sales Tax Report may be performed by a Certified Public Accountant or an agent of Lessor. If an audit of gross receipts shows a discrepancy of ten percent (10%) or more, then Lessee shall pay to Lessor any additional rental owed, and the entire cost of the audit, within thirty (30) days of notice to Lessee.

#### **15. Reservations by Lessor.**

Lessor expressly reserves and excepts the following rights from the Lease:

- A. To enter upon the Leased Premises, or any portion thereof, during the term of the Lease for any purpose, including inspecting the Leased Premises or any improvements.
- B. All timber rights, rights for oil and gas, geothermal rights, mineral rights, easements and rights-of-way, fee title to the Leased Premises, and title to all appurtenances and improvements placed thereon by Lessor.
- C. The right to grant easements over the Leased Premises, providing said easements do not conflict in a material way with the approved improvements installed, maintained or operated by Lessee upon the Leased Premises.
- D. The right to require that changes be made to the sanitation or other facilities for the protection of public health, safety or preservation of the Leased Premises.
- E. The right to issue leases for exploration and development of oil, gas, geothermal and mineral resources or any other lease, so long as such other use does not materially interfere with the authorized use under this Lease.
- F. To reserve, as its sole property, any and all water from any source arising on state land and to hold the water rights for any beneficial use that may develop as a result of this Lease.
- G. Right of ingress and egress over, under, through and across the Leased Premises for itself and its assigns.

#### **16. Lessee's Default.**

- A. Lessee's breach of any of the terms of this Lease is a default and is a basis for termination of the Lease. Lessor shall provide Lessee written notice of the breach or violation and, if applicable, the corrective action required of Lessee. The notice shall specify the reasonable time to make a correction or cure the violation or breach. If the corrective action or cure is not taken within the specified time or does not occur, then Lessor may cancel the Lease effective on the date specified in the written termination notice; provided however, that the notice shall be provided to Lessee no later than thirty (30) calendar days prior to the effective date of such termination.
- B. Lessee agrees to relinquish possession of the Leased Premises upon any termination of the Lease for any reason.

C. In addition to the rights and remedies specifically granted to Lessor under this Lease, Lessor shall have such other rights and remedies as against Lessee as may be available at law or in equity, and Lessor's pursuit of any particular remedy for breach or default shall not, in and of itself, constitute a waiver or relinquishment of any other available claim of Lessor against Lessee.

**17. Notices.**

A. All notice(s), including, but not limited to, a change in address, given in connection with the Lease shall reference the Lease number, shall be in writing and shall be delivered either by hand or by regular United States Mail to Lessor at the address listed in the Summary of Lease Provisions, and to Lessee at the address listed in Summary of Lease Provisions.

B. Any notice or correspondence mailed to Lessee at the last identified address shall be deemed effective delivery. It is Lessee's duty to notify Lessor, in writing, of any change in Lessee's mailing address.

**18. Waiver.**

The waiver by Lessor of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of this Lease. The acceptance of rent by Lessor hereunder shall not be construed to be a waiver of any term of this Lease or breach thereof. No payment by Lessee of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a partial payment on account of the most recent rent due, nor shall any endorsement or statement of any check or letter accompanying any payment be deemed to create an accord and satisfaction.

**19. Attorneys' Fees and Costs.**

In the event either party initiates a legal proceeding of any kind instituted under this Lease or to obtain performance of any kind under this Lease, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorney's fees (including fees from the Office of the Attorney General of the State of Idaho) and to pay all costs and disbursements incurred in such proceeding, including, but not limited to, accountants' fees and fees of appraisers or other experts.

**20. Officials, Agents and Employees Not Personally Liable.**

In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or obligation contained in this Lease, express or implied, nor for any statement, representation or warranty made in connection herewith.

**21. Miscellaneous.**

A. Modification. This Lease, excluding the rent adjustments, may be modified only by the prior written consent of the authorized representatives of Lessor and Lessee.

B. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease, shall be deemed to enlarge, limit, or otherwise effect the operation of this Lease.

C. Lessee's Non-Discrimination. Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.

D. Paragraph Headings. The paragraph headings, titles, and captions used in this Lease are not to be construed as interpretations of the text but are inserted for convenience and reference only.

E. Entire Agreement. This Lease contains the entire agreement between the parties as of the date concerning the subject matter hereof and supersedes all prior agreements. The execution of this Lease has not been induced by either party, or any agent of either party, by representations, promises, or undertakings whatsoever between the respective parties concerning this Lease except those which are expressly contained herein.

- F. Governing Law and Forum. This Lease shall be construed in accordance with and governed by the laws of the State of Idaho, and the parties consent to the jurisdiction of Idaho State Courts located in Ada County in the event of any dispute with respect to this Lease.
- G. Binding on Heirs and Successors. It is understood and agreed that all terms, covenants, and conditions hereof shall be binding upon the approved subleases, approved assignees and Lessee's heirs or successors-in-interest.
- H. Severability. In the event any provision of this Lease shall be held invalid or unenforceable according to law, for any reason whatsoever, then the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
- I. License/Authorizations. Lessee shall be responsible for paying any fees for any license or authorizations that may be required from other entities as required in the course of doing business as it relates to this Lease.

[Remainder of page intentionally left blank]

**LESSOR SIGNATURES**

**IN WITNESS WHEREOF**, the State Board of Land Commissioners has executed this instrument as set forth below.

STATE BOARD OF LAND COMMISSIONERS

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

Countersigned:

\_\_\_\_\_  
Secretary of State of Idaho

\_\_\_\_\_  
Director of the Idaho Department of Lands

STATE OF IDAHO     )  
                              )ss.  
COUNTY OF ADA    )

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, a Notary Public in and for said State, personally appeared BRAD LITTLE, as the President of the State Board of Land Commissioners and Governor of the State of Idaho, that executed the within instrument, and acknowledged to me that he executed the same as said President and Governor, and that the State Board of Land Commissioners and the State of Idaho executed the same.

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

(seal)

\_\_\_\_\_  
Notary Public for State of Idaho  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO     )  
                              )ss.  
COUNTY OF ADA    )

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, a Notary Public in and for said State, personally appeared PHIL MCGRANE, as Secretary of State of Idaho, that executed the within instrument, and acknowledged to me that he executed the within instrument as said Secretary of State and that the State Board of Land Commissioners and the State of Idaho executed the same.

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

(seal)

\_\_\_\_\_  
Notary Public for State of Idaho  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO     )  
                                  )ss.  
COUNTY OF ADA     )

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, a Notary Public in and for said State, personally appeared DUSTIN T. MILLER, the Director of the Idaho Department of Lands and Secretary of the State Board of Land Commissioners, and acknowledged to me that he executed the within instrument as said Director and Secretary, and that the State Board of Land Commissioners and the State of Idaho executed the same.

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

(seal)

\_\_\_\_\_  
Notary Public for State of Idaho  
My Commission Expires: \_\_\_\_\_

**LESSEE SIGNATURE(S)**

**FULL LEGAL NAME OF LESSEE,**  
Type of person

Dated: \_\_\_\_\_  
NAME, Title

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me a notary public, in and for said state, personally appeared **NAME**, known or identified to me to be the manager of **FULL LEGAL NAME OF LESSEE**, an **type of person**, the **type of person** that executed the instrument or the person who executed the instrument on behalf of said **type of person**, and acknowledged to me that such company executed the same.

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

(seal)

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**ATTACHMENT A**  
**LEGAL DESCRIPTION OF LEASED PREMISES**

**Paste Legal Description Here**

**ATTACHMENT B**

**MAP(S)**

**Paste Map Here**

**ATTACHMENT C**  
**SPECIAL TERMS AND CONDITIONS**

Paste special terms and conditions here, else delete this page.



# Submerged Land Lease Rent Schedule

Rental rates for submerged land leases are set by the Land Board pursuant to IDAPA 20.03.17.035. The table below outlines the current rental rates for common uses. Rental rates for other uses may be determined using other methods on a case-by-case basis. The minimum annual rent for any use is \$250 after any applicable discounts and/or credits have been applied.

Use	Flat Rent	Base Rent	Gross Receipts Rate
Single/two-family dock	\$250.00	N/A	N/A
Boat ramp	\$250.00	N/A	N/A
Swim area	\$250.00	N/A	N/A
Multi-family/Community dock	Calculated <sup>1</sup>	N/A	N/A
Log storage	Calculated <sup>2</sup>	N/A	N/A
Noncommercial nonnavigational	Calculated <sup>3</sup>	N/A	N/A
Float home not moored at a marina	Calculated <sup>4</sup>	N/A	N/A
Commercial marina (public boat moorage)	N/A	\$250.00	3.75% <sup>5</sup>
Commercial marina (private boat/float home moorage)	Calculated <sup>6</sup>	N/A	N/A
Commercial marina (public float home moorage)	N/A	\$250.00 ea	3.75% <sup>5</sup>
Store	N/A	\$250.00	1% <sup>7</sup>
Restaurant	N/A	\$250.00	1.5%

- Multi-family dock/community dock: The number of moorages x 5% x the average moorage rate charged by commercial facilities in same geographic area with similar size and type of moorages.
- Log storage: \$150 per acre (or fraction thereof). Log storage operators may apply for a rent credit by submitting proof of lake clean-up expenses.
- Noncommercial nonnavigational: Multiply the greater of 2.5% of the per acre value of adjacent uplands or \$1,000 per acre by the number of acres (or fraction thereof) of the encroachment. Value of adjacent upland may be the county assessed value or appraised, as determined by the director.
- Float home not moored at a marina: Multiply 3.75% by the average moorage rate charged for float homes moored at marinas. Note, rent for float homes moored at a commercial marina is collected through the rent for the float home moorage from the marina.
- Commercial marinas may qualify for one of the following discounts:
  - 25%: If all facilities are available to the public on a first come, first served basis.
  - 50%: If all facilities are available to the public on a first come, first served basis AND at least half of the boat slips are dedicated for day use only.
- Private moorage at Commercial Marina: The number of private moorages x 5% x the average moorage rate charged by commercial facilities in same geographic area with similar size and type of moorages.
- Includes gross receipts from all rentals and sales, but excludes gross receipts from the sale of gasoline.



# Gross Receipts Rent Report Submerged Land Lease

Lease Holder: <<Name>>	Lease number: <<Number>>
Reporting Period: January 1, <<year1>> - December 31, <<year1>>	

**Instructions:** Pursuant to IDAPA 20.03.17 Rules Governing Leases on State-owned Navigable Waterways and Term 1.C. of your Lease, please complete the following form and submit, along with any rent due, to Idaho Department of Lands, PO Box 83720, Boise, ID 83720, by **April 1, <<year2>>**. This form must be submitted whether or not gross receipts rent is due.

1. Use(s)	<<Use1>>	<<Use2>>	<<Use3>>	<<Use4>>	<<Use5>>	<<Use6>>
2. Total Annual Gross Receipts	\$	\$	\$	\$	\$	\$
3. Gross Receipts Rent Percentage	<<Rate1>> %	<<Rate2>> %	<<Rate3>> %	<<Rate4>> %	<<Rate5>> %	<<Rate6>> %
4. Gross Receipts Rent (Multiply line 2 by line 3)	\$	\$	\$	\$	\$	\$
5. Discount Rate	<<Disc1>> %	<<Disc2>> %	<<Disc3>> %	<<Disc4>> %	<<Disc5>> %	<<Disc6>> %
6. Discount (Multiply line 4 by line 5)	\$	\$	\$	\$	\$	\$
7. Discounted Gross Receipts Rent (Subtract line 6 from line 4)	\$	\$	\$	\$	\$	\$
8. Base Rent Credit.	\$<<Credit1>>	\$<<Credit2>>	\$<<Credit3>>	\$<<Credit4>>	\$<<Credit5>>	\$<<Credit6>>
9. Gross Receipts Rent Due (Subtract Line 8 from Line 7). If less than 0, enter 0.	\$	\$	\$	\$	\$	\$
10. Total Due (add all of the figures in row 9)	\$					

I hereby certify that the above amount accurately and correctly states the gross receipts for the above-referenced lease site and use(s) to the best of my knowledge.

Name	Signature	Date
------	-----------	------



# Commercial Marina Annual Report Submerged Land Lease

Date  
Stamp

**Instructions:** Pursuant to IDAPA 20.03.17.036 *Rules Governing Leases on State-Owned Navigable Waterways*, please complete and submit this form with your base rent and proof of insurance by **January 1** to: Idaho Department of Lands, PO Box 83720, Boise, ID 83720-0050.

Lessee Name: <<>>	Lease #: <<>>
-------------------	---------------

1. Complete the following table for each type of **BOAT** slip provided:

Number of Slips	Length (ft)	Covered	Lift	Electricity hook-up	Water spigots	Day Use Only	Private <sup>1</sup>	Rate per year (\$)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

2. Complete the following table for each type of **JET SKI** slip provided:

Number of Slips	Length (ft)	Covered	Lift	Day Use Only	Private <sup>1</sup>	Rate per year (\$)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<sup>1</sup> Private moorage includes moorage conditions that result in a transfer of ownership of moorage or real property, require membership in a club or organization, or have a lease term greater than 1 year (IDAPA 20.03.04.015.03.e).

3. If applicable, provide the number, size, and rate for all other moorages offered (buoys, piling, float home and non-motorized moorages, etc.).

Type	Number	Brief description	Rate per year (\$)

4. **Affirmation:** I hereby certify that the above information is accurate and correct to the best of my knowledge.

Name:	Signature:	Date:
-------	------------	-------



# NAVIGABLE WATERWAYS INSTRUMENT ASSIGNMENT

**Note: Incomplete forms will not be processed. All Assignment fees are Non-refundable.**

For and in consideration of the full sale price of \$ \_\_\_\_\_ dollars paid for the instrument, improvements and/or personal property, with the amount of \$ \_\_\_\_\_ dollars, paid for the improvements and/or personal property, receipt of which is hereby acknowledged. We hereby sell, assign and transfer, all of my/our rights, title and interest in State of Idaho Instrument No. \_\_\_\_\_ unto the following:

**Individual or Family Trust Name:**

Last \_\_\_\_\_  
First \_\_\_\_\_  
Middle \_\_\_\_\_  
DBA: \_\_\_\_\_

**Business or Entity Name:**

Business or Entity Registration No. (or proof of pending application) \_\_\_\_\_

**ADDRESS OF RECORD (FOR ALL CORRESPONDENCE) AND CONTACT INFORMATION**

Street: \_\_\_\_\_  
PO Box: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip +4: \_\_\_\_\_  
Country: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Title: \_\_\_\_\_

Business: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Home: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Cell Area Code/Phone#: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email Address(es): \_\_\_\_\_

- ☐ Assign **Encroachment** (Attachment A not required).  
☐ Assign an interest in **all lands** within Instrument. Attachment A - Property Description is not required.  
☐ Assign an interest in **only part of the lands** in the Riverbed Mineral Lease Instrument. Attachment A - Property Description is required.  
Specify lands assigned and lands remaining.

**ACCEPTANCE AND ASSIGNMENT BY ASSIGNOR**

I / We hereby swear and affirm that the consideration stated herein is the full and complete amount paid by the assignees to the assignors for the above-described State of Idaho Instrument, and no additional payment has been or will be made.

Date \_\_\_\_\_ Current Instrument Holder/Designated Agent \_\_\_\_\_ Company Name (if applicable) \_\_\_\_\_

Date \_\_\_\_\_ Current Instrument Holder/Designated Agent \_\_\_\_\_ Company Name (if applicable) \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

(SEAL)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public  
My Commission Expires: \_\_\_\_\_

**ACCEPTANCE AND ASSUMPTION BY ASSIGNEE**

The undersigned, as Assignee(s) above-named, assumes and accepts the obligations and conditions of the above-described State of Idaho Instrument and separately covenants with the State of Idaho that they will abide thereby during the term of said Instrument. **Assignee(s) does hereby swear and affirm that the sum of \$ \_\_\_\_\_ is the full and complete amount of consideration paid by Assignee(s) to the Assignor(s) herein, and that no additional payment has been or will be made.**

Date \_\_\_\_\_ New Instrument Holder/Designated Agent \_\_\_\_\_ Company Name (if applicable) \_\_\_\_\_

Date \_\_\_\_\_ New Instrument Holder/Designated Agent \_\_\_\_\_ Company Name (if applicable) \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

(SEAL)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public  
My Commission Expires: \_\_\_\_\_

\*\*\*Area Office Use Only\*\*\*

Instrument No. \_\_\_\_\_ Fee \$ \_\_\_\_\_ Area Manager Signature \_\_\_\_\_ Date \_\_\_\_\_



# ATTACHMENT A - Property Description

Use this Attachment only when assigning a portion of the lands within an instrument.

## Assigned Property

New Instrument No. \_\_\_\_\_

<u>Twn</u>	<u>Rng</u>	<u>Section</u>	<u>Description</u> (to the quarter-quarter) (include name of lake or riverbed, if applicable)	<u>County</u>	<u>Acres</u>	<u>(IDL Fund)</u>

## Remaining Property

Instrument No. \_\_\_\_\_

<u>Twn</u>	<u>Rng</u>	<u>Section</u>	<u>Description</u> (to the quarter-quarter) (include name of lake or riverbed, if applicable)	<u>County</u>	<u>Acres</u>	<u>(IDL Fund)</u>



## Checklist and Special Provisions for Instrument Assignments

☐ **Assignment Form:** The fully completed (notarized) assignment form must be submitted with the appropriate fees and documentation. Photocopies of signatures, partially completed or partially executed assignment forms, or incomplete assignment packages will not be processed. **NOTE: This Form is also used to assign Applications for Use from one party to another prior to issuing the lease or permit to the applicant; and the non-refundable fees are required.**

☐ **Current Instrument:** The instrument holder shall submit the original copy of the existing instrument. If the current instrument with original signatures is not available, the Assignor must complete an Affidavit of Loss, a copy of which may be obtained from the IDL website at <https://www.idl.idaho.gov/wp-content/uploads/sites/2/leasing/grazing/affadavit-of-loss-form.pdf>. Please do not send **expired instruments** or **copies** of current instruments, only the original document.

Instrument Assignment Fee Schedule	
Submerged Land Lease	\$200.00
Encroachment	\$300.00
Riverbed Mineral Lease	\$200.00

☐ **Applicable Assignment Fee:** The fee for each assigned instrument must be submitted prior to processing (see Instrument Assignment Fee Schedule at right).

☐ **Rental:** Any associated penalties for the current year must be paid and the instrument must be in good standing before it can be assigned. In addition, if the instrument contains a gross receipts requirement, a gross receipts report and any additional rent due therein must be paid for the portion of the year up to the date of assignment.

☐ **Mortgage / Deed of Trust:** Current instrument holder must provide written release of any mortgage/deed of trust recorded with the Department.

☐ **Proof of insurance:** If applicable, proof of insurance must be submitted from the ASSIGNEE. Please provide a copy of the instrument to the insurance agent to ensure compliance with the insurance requirements of the State of Idaho and this instrument.

☐ **Replacement Bond:** If applicable, bonding must be in place prior to approval of the assignment.

☐ **Partial Assignments:** If the assignment transfers only part of an instrument, an Application for Use form with the application fee, must accompany the assignment paperwork. Legal land descriptions detailing the lands to remain in the assignor's lease, and legal land descriptions detailing the lands to be transferred to the assignee must accompany the assignment paperwork.

☐ **Corporate Entities:** If the Assignee (New Lessee) is a corporate entity, the legal entity name, as recognized by the State of Idaho, must be on the assignment form, and supporting documentation submitted with your forms. You may obtain a copy of your information through the Secretary of State's website at <https://sos.idaho.gov>.

☐ **Divorce:** If your former spouse is a lessee and you wish to add a "new" spouse or remove the name of a "former" spouse, you must submit a copy of the divorce decree, including the property settlement or a quitclaim deed. If there is no spouse named on the current lease, but you are now or were married at any time during the ownership of the lease site, your spouse must sign as assignor even though they are not named as a lessee on the original lease.

☐ **Death of a Lessee:** If you wish to remove the name of a deceased lessee, you must submit a copy of the death certificate, along with documentation that gives you the legal authority to represent the deceased (such as a Will, Letters Testamentary, Appointment of Personal Representative, etc.).

☐ **Trusts:** Leases assigned to a trust can have only one individual or husband and wife designated as the sole contact for all billing and correspondence. To assign to a trust, we must have a copy of the trust or those portions of the trust that are applicable to the lease. The trust must have a name (i.e. John Doe Revocable Trust) and the signatory for the trust must sign a Promise of Authenticity of Trust form.

## SPECIAL PROVISIONS

☐ **Submerged Lands Leases:** If you are submitting an assignment for a submerged lands lease you must also submit a separate Encroachment Permit assignment form and the additional filing fee to assign any encroachments related to this lease.

# Idaho Department of Lands

## Management Areas

**Priest Lake Supervisory Area**  
4053 Cavanaugh Bay Road  
Coolin, ID 83821  
(208) 443-2516

**Mica Supervisory Area**  
3258 West Industrial Loop  
Coeur d'Alene, ID 83815  
(208) 769-1577

**St. Joe Supervisory Area**  
1806 Main Avenue  
St. Maries, ID 83861  
(208) 245-4551

**Ponderosa Supervisory Area**  
3130 Highway 3  
Deary, ID 83823  
(208) 877-1121

**Craig Mountain Forest Protective District**  
P.O. Box 68,  
014 East Lorahama  
Craigmont, ID 83523  
(208) 924-5571

**Payette Lake Supervisory Area**  
555 Deinhard Lane  
McCall, ID 83638  
(208) 634-7125

**Southwest Supervisory Area**  
8355 West State Street  
Boise, ID 83714  
(208) 334-3488

**Kootenai Valley Forest Protective District**  
6327 Main Street  
Bonners Ferry, ID 83805  
(208) 267-5577

**Pend Oreille Supervisory Area**  
2550 Highway 2 West  
Sandpoint, ID 83864-7305  
(208) 263-5104

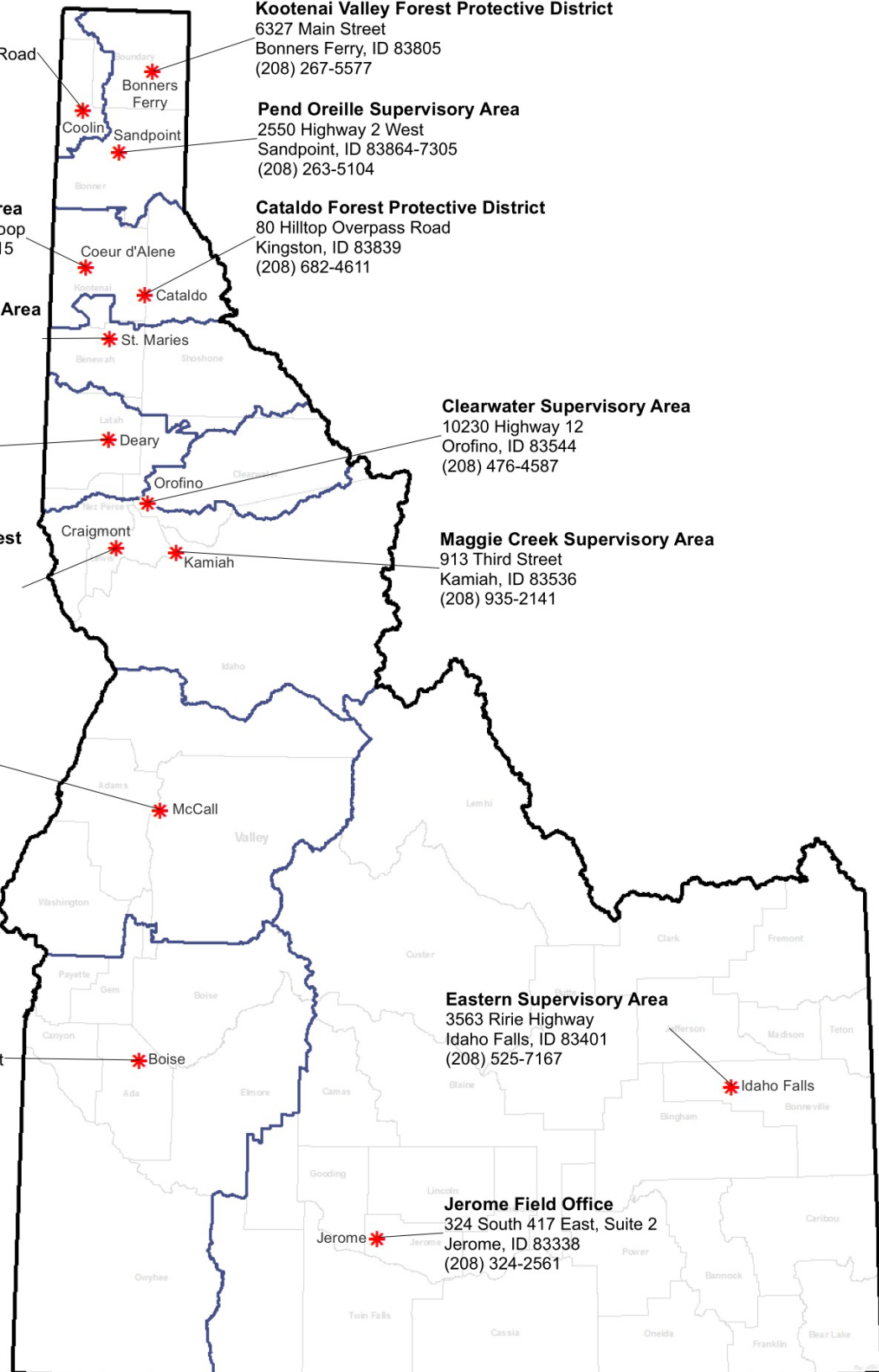
**Cataldo Forest Protective District**  
80 Hilltop Overpass Road  
Kingston, ID 83839  
(208) 682-4611

**Clearwater Supervisory Area**  
10230 Highway 12  
Orofino, ID 83544  
(208) 476-4587

**Maggie Creek Supervisory Area**  
913 Third Street  
Kamiah, ID 83536  
(208) 935-2141

**Eastern Supervisory Area**  
3563 Ririe Highway  
Idaho Falls, ID 83401  
(208) 525-7167

**Jerome Field Office**  
324 South 417 East, Suite 2  
Jerome, ID 83338  
(208) 324-2561



Revised: April 2014



## AFFIDAVIT OF LOSS

STATE OF ( \_\_\_\_\_ )  
: ss  
COUNTY OF ( \_\_\_\_\_ )

I hereby certify that I am the Owner of State Lease No. \_\_\_\_\_;  
that I have never assigned nor transferred said lease; further, that the lease has  
been lost, and after diligent search cannot be found.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:



# Lease Assignment Checklist Submerged Land Lease

**Instructions:** This form is used by the TRS for each lease assignment upon receipt of an Assignment Application.

Lessee Name:		Lease Number:	
<b>Application Acceptance and Review</b>		<b>Yes</b>	<b>N/A</b>
1. Applicant is <u>not</u> on Default list and does <u>not</u> have a balance on lease card		<input type="checkbox"/>	
2. Assignment Application is complete and contains:			
a. Signed and notarized by assignor		<input type="checkbox"/>	
b. Signed and notarized by assignee		<input type="checkbox"/>	
c. Original lease or affidavit of Loss		<input type="checkbox"/>	
d. Assignee's Insurance certificate(s) from		<input type="checkbox"/>	
e. Area Managers Approval		<input type="checkbox"/>	
f. Assignor's bond distribution		<input type="checkbox"/>	<input type="checkbox"/>
g. Assignor's mortgage/deed release		<input type="checkbox"/>	<input type="checkbox"/>
3. Release/Refund Assignor's Bond		<input type="checkbox"/>	<input type="checkbox"/>
4. Release Assignor's Mortgage/Deed		<input type="checkbox"/>	<input type="checkbox"/>
5. Affiliation with Simplot noted in file and IMS		<input type="checkbox"/>	<input type="checkbox"/>
6. Update IMS		<input type="checkbox"/>	
7. Navision Customer Card created		<input type="checkbox"/>	
8. Assignment Form sent to Fiscal		<input type="checkbox"/>	
9. Lease stamped with Assignment Stamp		<input type="checkbox"/>	
10. Create cover letter		<input type="checkbox"/>	
11. Send the Assignment Package to Assignee and a copy to Assignor and Area		<input type="checkbox"/>	
12. Update MasterTrak		<input type="checkbox"/>	
13. Update Land Board Transaction Report		<input type="checkbox"/>	
Preparer's Signature			



# Application for Renewal Submerged Land Lease

**Instructions:** This form is completed by current lessees wishing to renew their submerged land lease pursuant to IDAPA 20.03.17.025.07. Please review the information below, make any corrections, and return along with \$425 fee to your local IDL Area Office at <<>>.

Lease Number: <<>>	Expiration Date: <<>>	
<b>Section 1: Applicant Information</b>		
	On file	Correction
a. Full legal name	<<>>	
b. Legal status	<<>>	
c. Primary contact	<<>>	
d. Mailing address	<<>>	
e. City	<<>>	
f. State	<<>>	
g. Zip	<<>>	
h. Phone number	<<>>	
i. Email address	<<>>	
j. Workers' compensation insurance required	<<>>	
k. Physical Address	<<>>	
l. City	<<>>	
m. State	<<>>	
n. Zip	<<>>	
o. County	<<>>	
p. AIN/Parcel ID	<<>>	
q. Government Lot	<<>>	
r. Section	<<>>	
s. Township	<<>>	
t. Range	<<>>	
u. Body of water	<<>>	
v. Permit type	<<>>	
w. Permit number	<<>>	
x. Encroachments/uses	<<>>	
y. Discount(s)	<<>>	
<b>Section 2: Affidavit</b>		
I hereby certify that I am the applicant or authorized representative of the applicant and that the information contained in this application is true and correct to the best of my knowledge and further acknowledge that falsification or misrepresentation of any information contained herein, or provided herewith, will be grounds for denial of the application.		
Applicant Signature _____	Applicant Name _____	Date _____
State of _____ )		
County of _____ ) ss.		
On this _____ day of _____, in the year 20_____, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.		
Seal	Notary Public _____	My Commission Expires: _____



# Instructions: Application for Renewal Submerged Land Lease

This document is intended to assist lessees complete the Submerged Land Lease Application for Renewal.

## Lease renewal instructions:

1. On the Application for Renewal for Submerged Land Lease, information listed in the "On File" column is what IDL has on file. Please review and make any corrections in the "Correction" column.
2. Sign and notarize the application.
3. Submit application along with \$425 processing fee to your local IDL Area Office (see page 2) by **April 1, 20<<>>**.

## Application Instructions:

- a. Full legal name: This is the name of the lessee/applicant. This should be the name identified on the birth certificate for individuals or on the Idaho Secretary of State Certificate of Existence for businesses.
- b. Legal status: This is the type of person applying (ex. individual, business, trust, non-profit, and government agency).
- c. Primary contact: This may be the same as the full legal name or the name of the authorized representative of the lessee.
- d-g. Mailing address: This is where any paper correspondence will be sent.
- h. Phone number: This is your preferred phone number to be contacted at and the number type (business, home, or cell).
- i. Email address: This is where any electronic correspondence will be sent.
- j. Workers' compensation insurance required: Some applicants with employees may require workers' compensation insurance. Please contact the Idaho Industrial Commission at (208) 334-6000 or visit their webpage at <https://iic.idaho.gov> to determine applicability.
- k-o. Physical address: This is the address where the encroachment is located.
- p. AIN/Parcel ID: This is the county identification number and may be obtained from your county assessor's office.
- q-t. Government lot, Section, Township, and Range: These are geographic identifiers for the location of the encroachment and may be obtained from your county assessor's office or IDL.
- u. Body of water: This is the lake or river where the encroachment is located.
- v. Permit type: As a prerequisite of a Submerged Land Lease, an applicant must have the proper authorization; either an Encroachment Permit from the Idaho Department of Lands or a Stream Channel Alteration Permit from the Idaho Department of Water Resources.
- w. Permit number: Identify the number associated with the permit type identified above.
- x. Encroachments/uses: These are the encroachments and uses to be under lease.
- y. Discount(s): Some commercial marinas may qualify for one of the following discounts on their annual lease payment:
  - a. 25% discount: All marina facilities are made available to the public on a first come, first served basis.
  - b. 50% discount: All marina facilities are made available to the public on a first come, first served basis AND fifty percent (50%) or more of the boat slips are set aside for day use only.

# Idaho Department of Lands Management Areas

**Priest Lake  
Supervisory Area**  
4053 Cavanaugh Bay Road  
Coolin, ID 83821  
(208) 443-2516

**Mica Supervisory Area**  
3258 West Industrial Loop  
Coeur d'Alene, ID 83815  
(208) 769-1577

**St. Joe Supervisory Area**  
1806 Main Avenue  
St. Maries, ID 83861  
(208) 245-4551

**Ponderosa  
Supervisory Area**  
3130 Highway 3  
Deary, ID 83823  
(208) 877-1121

**Craig Mountain Forest  
Protective District**  
P.O. Box 68,  
014 East Lorahama  
Craigmont, ID 83523  
(208) 924-5571

**Payette Lakes  
Supervisory Area**  
555 Deinhard Lane  
McCall, ID 83638  
(208) 634-7125

**Southwest  
Supervisory Area**  
8355 West State Street  
Boise, ID 83714  
(208) 334-3488

**Kootenai Valley Forest Protective District**  
6327 Main Street  
Bonners Ferry, ID 83805  
(208) 267-5577

**Pend Oreille Supervisory Area**  
2550 Highway 2 West  
Sandpoint, ID 83864-7305  
(208) 263-5104

**Cataldo Forest Protective District**  
80 Hilltop Overpass Road  
Kingston, ID 83839  
(208) 682-4611

**Idaho Department of Lands  
Coeur d'Alene Staff Office**  
3284 West Industrial Loop  
Coeur d'Alene, ID 83815  
(208) 769-1525

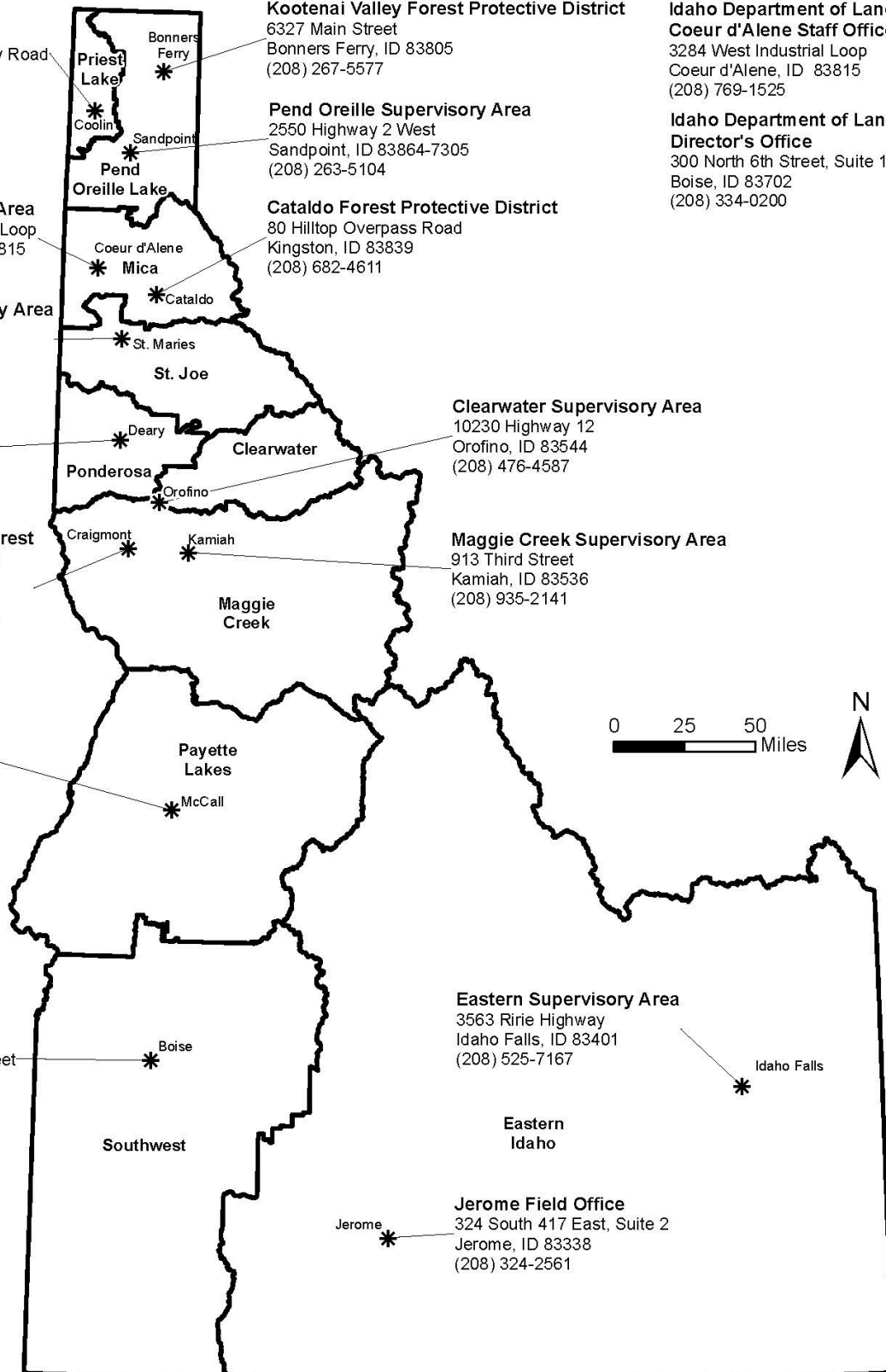
**Idaho Department of Lands  
Director's Office**  
300 North 6th Street, Suite 103  
Boise, ID 83702  
(208) 334-0200

**Clearwater Supervisory Area**  
10230 Highway 12  
Orofino, ID 83544  
(208) 476-4587

**Maggie Creek Supervisory Area**  
913 Third Street  
Kamiah, ID 83536  
(208) 935-2141

**Eastern Supervisory Area**  
3563 Ririe Highway  
Idaho Falls, ID 83401  
(208) 525-7167

**Jerome Field Office**  
324 South 417 East, Suite 2  
Jerome, ID 83338  
(208) 324-2561





# REQUEST FOR INSTRUMENT AMENDMENT

---

Instrument No.:	
Individual or Entity of Record:	

Justification for Request:
----------------------------

---

Date

---

Signature of Individual or Entity of Record





# INSTRUMENT AMENDMENT

Instrument No.:	
Individual or Entity of Record:	
Current Conditions:	
Current Cost:	
New Conditions:	
New Cost:	

*NOTE: Provide legal description(s) on the 'Attachment A – Property Description' when making any amendments to the property descriptions or to the number of AUMs. Highlight all changes in yellow or use red font.*

Justification:
----------------

**ATTENTION:** If the amendment results in a credit of \$50 or less, the credit will be applied to future rent. *If the amendment results in a credit greater than \$50 and you wish to receive a refund, please check the refund box below.* All balances not refunded will be applied to future rent.

☐ I request a refund for any balance over \$50.

**INSTRUMENT HOLDER ACCEPTANCE:**

We, the undersigned, hereby agree that this Amendment shall become part of State of Idaho Instrument No. \_\_\_\_\_, and that beginning \_\_\_\_\_, 20\_\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_\_, the above rates, acreages and conditions shall apply in accordance with this Adjustment.

Date	Instrument Holder/Designated Agent	Company Name (if applicable)

Date	Instrument Holder/Designated Agent	Company Name (if applicable)

STATE OF \_\_\_\_\_)  
County of \_\_\_\_\_) ss.

(SEAL).

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_ known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument as Instrument Holder, and acknowledged to me that said person(s) executed the same.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**IDAHO DEPARTMENT OF LANDS APPROVAL:**

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
IDL Representative

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_)  
County of \_\_\_\_\_) ss.

(SEAL)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_ known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument as Instrument Holder, and acknowledged to me that said person(s) executed the same.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



# Lease Amendment Checklist Submerged Land Lease

**Instructions:** This form is used by the TRS for each lease amendment upon receipt of an Instrument Amendment Form.

Lessee Name:	Lease Number:		
<b>Application Acceptance and Review</b>		<b>Yes</b>	<b>N/A</b>
1. Instrument Amendment Form is complete and contains the following: a. Signed and notarized by lessee b. Signed and notarized by IDL		<input type="checkbox"/> <input type="checkbox"/>	
2. Received Request for Instrument Amendment Form		<input type="checkbox"/>	<input type="checkbox"/>
3. Update IMS		<input type="checkbox"/>	
4. Incorporate Instrument Amendment Form into lease		<input type="checkbox"/>	
5. Drop Amended Lease to Fiscal (Only if rent changed)		<input type="checkbox"/>	<input type="checkbox"/>
6. Drop Amended Lease to Land Records (Only if land legal description changed)		<input type="checkbox"/>	<input type="checkbox"/>
7. Drop Amended Lease to Area		<input type="checkbox"/>	
Preparer's Signature			

Sample Letter for Lease Violation  
Copy sample below into respective area letterhead

Letterhead

Date

Permittee

Address

SUBJECT: Violation of Submerged Lands Lease and Leasing Rules, B-XXXX

The Idaho Department of Lands has determined that you are in violation of Term XXX of Submerged Lands Lease B-XXXX and IDAPA 20.03.17, the Rules Governing Leases on State-Owned Navigable Waterways. [Description of the violation and why it is a violation must be written here.](#) [The applicable Rules and lease terms must also be cited here.](#)

To resolve these noncompliance issues, the following actions must be taken:

[Description of the steps needed to resolve the violation, and deadlines for their completion.](#)

If the above actions are not taken within the timeframes given, the department may pursue other remedies including assessment of civil penalties and lease cancellation. These remedies are authorized by Subsections 060.01 and 060.05 of IDAPA 20.03.17. If the lease is cancelled, the department may order all encroachments associated with this lease removed from the lake within 6 months as authorized by Subsection 060.02 of IDAPA 20.03.17.

Thank you for your assistance in resolving this situation. If you have any questions, please call me at [Phone Number](#).

Sincerely,

Name

Title

cc: Navigable Waters Program Manager  
Deputy Attorney General