

JOINT APPLICATION FOR PERMITS

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

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

Joint Application: Information provided on this application will be used in evaluating the proposed activities. Disclosure of requested information is voluntary. Failure to supply the requested information may delay processing and issuance of the appropriate permit or authorization. **Applicant will need to send a completed application, along with one (1) set of legible, black and white (8 1/2"x11"), reproducible drawings that illustrate the location and character of the proposed project / activities to both the Corps and the State of Idaho.**

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

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

FOR AGENCY USE ONLY									
USACE NWW-		Date Received:		<input type="checkbox"/> Incomplete Application Returned		By: _____		Date Returned:	
Idaho Department of Water Resources No.		Date Received:		<input type="checkbox"/> Fee Received DATE:		Receipt No.:			
Idaho Department of Lands No. <u>L95S3036N</u>		Date Received: <u>9/13/24</u>		<input checked="" type="checkbox"/> Fee Received DATE: <u>8/27/24</u>		Receipt No.: <u>Total = \$4,075⁰⁰</u>			
INCOMPLETE APPLICATIONS MAY NOT BE PROCESSED									
1. CONTACT INFORMATION - APPLICANT Required:					2. CONTACT INFORMATION - AGENT:				
Name: Mitch Alhadeff					Name: Keaton Brown				
Company: 414 PF Hospitality LLC					Company: Stancraft				
Mailing Address: 6710 E Camelback rd.					Mailing Address: 2936 W Dakota Ave				
City: Scottsdale		State: AZ	Zip Code: 85251		City: Hayden		State: Idaho	Zip Code: 83835	
Phone Number (include area code): 480-315-9595		E-mail: mitch@bridgerlp.com			Phone Number (include area code): 208-415-2180		E-mail: keaton.b@stancraft.com		
3. PROJECT NAME or TITLE: Marina 33					4. PROJECT STREET ADDRESS: 414 E 1st Ave				
5. PROJECT COUNTY: Kootenai		6. PROJECT CITY: Post Falls			7. PROJECT ZIP CODE: 83854		8. NEAREST WATERWAY/WATERBODY: Spokane river		
9. TAX PARCEL ID#: AIN: 135604 & 109323		10. LATITUDE: 47° 42' 20.1"N LONGITUDE: 116° 56' 41.0"W			11a. 1/4:	11b. 1/4:	11c. SECTION: 03	11d. TOWNSHIP: 50	11e. RANGE: 5
12a. ESTIMATED START DATE: December 1st 2024		12b. ESTIMATED END DATE: December 1st 2027			13a. IS PROJECT LOCATED WITHIN ESTABLISHED TRIBAL RESERVATION BOUNDARIES? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Tribe:				
13b. IS PROJECT LOCATED IN LISTED ESA AREA? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES					13c. IS PROJECT LOCATED ON/NEAR HISTORICAL SITE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES				
14. DIRECTIONS TO PROJECT SITE: Include vicinity map with legible crossroads, street numbers, names, landmarks. From Spokane St. Take E 1st Ave. It is the large Hotel development south of the street.									
15. PURPOSE and NEED: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Other Describe the reason or purpose of your project; include a brief description of the overall project. Continue to Block 16 to detail each work activity and overall project. Update and replace existing docks that have exceeded their usefull life. We will be replacing old decrepid docks and rearranging the marina to provide more moorage to the community. The scope of the project stays within the original enroachment permit boundaries. Swim area to the east and logboom/piling southwest of the marina. This will be a mix of public and private slips as shown in the diagram attached.									

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

Combination of concrete, polyfloat, steel frame, and composite decking will make up the marina. Docks will be fabbed inland and barged/ craned into the water to be transported to the location. Upland will have a boardwalk integrated into the riverbank for the dock fingers to attach to. We will be using some of the existing infrastructure to mitigate cost and impact. Boardwalk will have Side ties. Current parking satisfies county requirements. No additional parking spaces are needed.

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

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

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

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

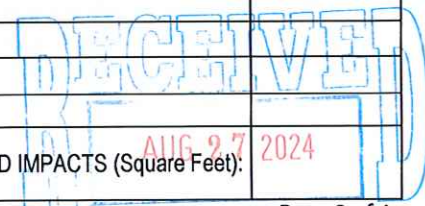
TOTAL: _____ cubic yards

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

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

TOTALS: _____ acres _____ sq ft. _____ cubic yards

21. HAVE ANY WORK ACTIVITIES STARTED ON THIS PROJECT? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If yes, describe ALL work that has occurred including dates.				
22. LIST ALL PREVIOUSLY ISSUED PERMIT AUTHORIZATIONS: NO. L-95-S-3036L The Idaho Department of Lands hereby assigns subject encroachment permit issued to RL Post Falls, LLC on February 18, 2015				
23. <input type="checkbox"/> YES, Alteration(s) are located on Public Trust Lands, Administered by Idaho Department of Lands				
24. SIZE AND FLOW CAPACITY OF BRIDGE/CULVERT and DRAINAGE AREA SERVED: _____ Square Miles				
25. IS PROJECT LOCATED IN A MAPPED FLOODWAY? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If yes, contact the floodplain administrator in the local government jurisdiction in which the project is located. A Floodplain Development permit and a No-rise Certification may be required.				
26a. WATER QUALITY CERTIFICATION: Pursuant to the Clean Water Act, anyone who wishes to discharge dredge or fill material into the waters of the United States, either on private or public property, must obtain a Section 401 Water Quality Certification (WQC) from the appropriate water quality certifying government entity. <u>See Instruction Guide for further clarification and all contact information.</u>				
The following information is requested by IDEQ and/or EPA concerning the proposed impacts to water quality and anti-degradation: <input type="checkbox"/> NO <input type="checkbox"/> YES Is applicant willing to assume that the affected waterbody is high quality? <input type="checkbox"/> NO <input type="checkbox"/> YES Does applicant have water quality data relevant to determining whether the affected waterbody is high quality or not? <input type="checkbox"/> NO <input type="checkbox"/> YES Is the applicant willing to collect the data needed to determine whether the affected waterbody is high quality or not?				
26b. BEST MANAGEMENT PRACTICES (BMP's): List the Best Management Practices and describe these practices that you will use to minimize impacts on water quality and anti-degradation of water quality. All feasible alternatives should be considered - treatment or otherwise. Select an alternative which will minimize degrading water quality				
Through the 401 Certification process, water quality certification will stipulate minimum management practices needed to prevent degradation.				
27. LIST EACH IMPACT to stream, river, lake, reservoir, including shoreline: Attach site map with each impact location.				
Activity	Name of Water Body	Intermittent Perennial	Description of Impact and Dimensions	Impact Length Linear Feet
TOTAL STREAM IMPACTS (Linear Feet):				
28. LIST EACH WETLAND IMPACT include mechanized clearing, fill excavation, flood, drainage, etc. Attach site map with each impact location.				
Activity	Wetland Type: Emergent, Forested, Scrub/Shrub	Distance to Water Body (linear ft)	Description of Impact Purpose: road crossing, compound, culvert, etc.	Impact Length (acres, square ft linear ft)
TOTAL WETLAND IMPACTS (Square Feet):				



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

<p>Name:</p> <p>Mailing Address:</p> <p>City: State: Zip Code:</p> <p>Phone Number (include area code): E-mail:</p>	<p>Name:</p> <p>Mailing Address:</p> <p>City: State: Zip Code:</p> <p>Phone Number (include area code): E-mail:</p>
<p>Name:</p> <p>Mailing Address:</p> <p>City: State: Zip Code:</p> <p>Phone Number (include area code): E-mail:</p>	<p>Name:</p> <p>Mailing Address:</p> <p>City: State: Zip Code:</p> <p>Phone Number (include area code): E-mail:</p>
<p>Name:</p> <p>Mailing Address:</p> <p>City: State: Zip Code:</p> <p>Phone Number (include area code): E-mail:</p>	<p>Name:</p> <p>Mailing Address:</p> <p>City: State: Zip Code:</p> <p>Phone Number (include area code): E-mail:</p>
<p>Name:</p> <p>Mailing Address:</p> <p>City: State: Zip Code:</p> <p>Phone Number (include area code): E-mail:</p>	<p>Name:</p> <p>Mailing Address:</p> <p>City: State: Zip Code:</p> <p>Phone Number (include area code): E-mail:</p>

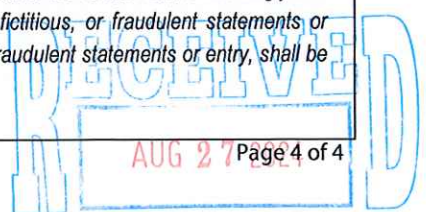
30. SIGNATURES: STATEMENT OF AUTHORIZATION / CERTIFICATION OF AGENT / ACCESS

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

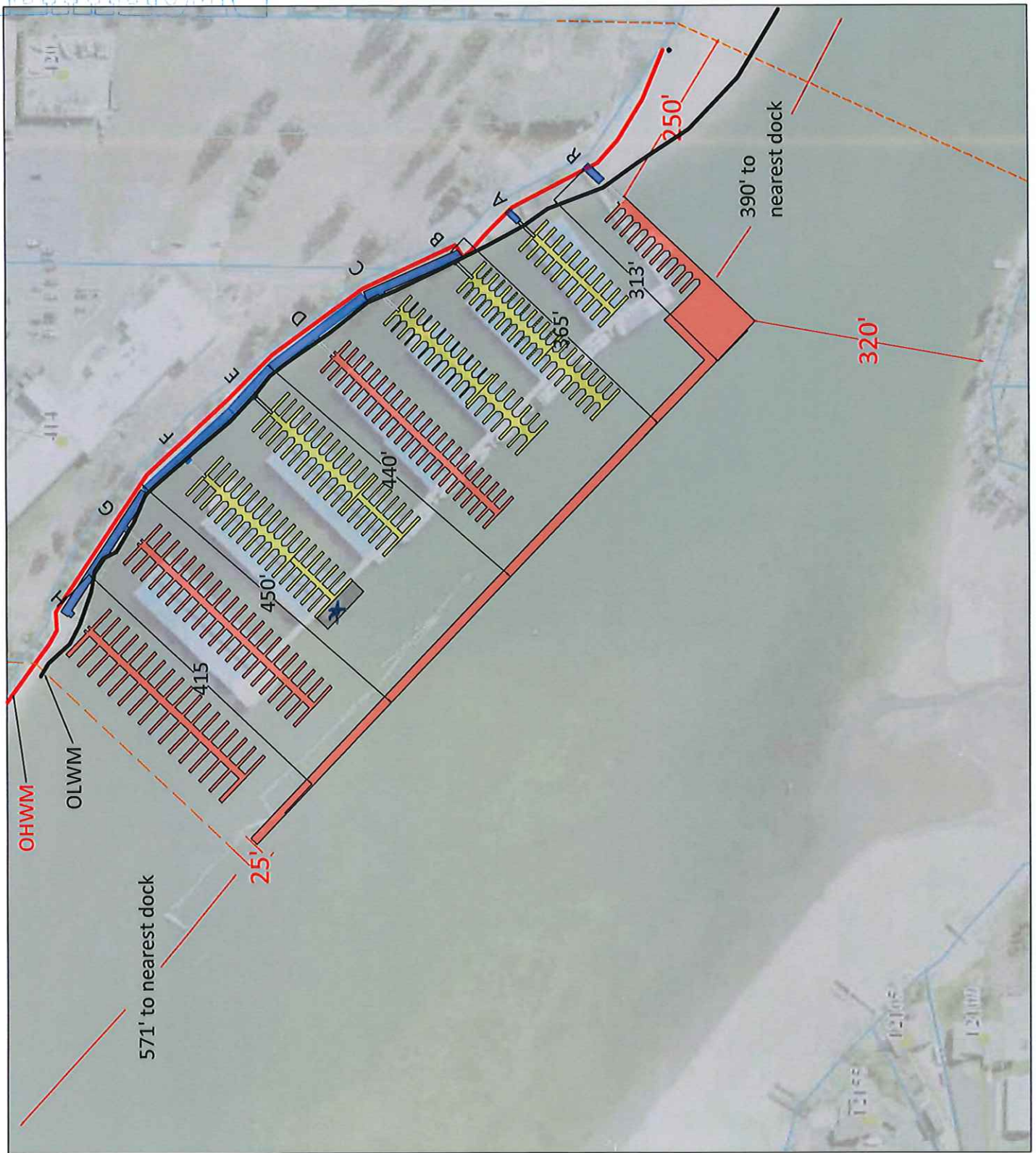
Signature of Applicant:  Date: 07/31/2024

Signature of Agent: _____ Date: _____

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

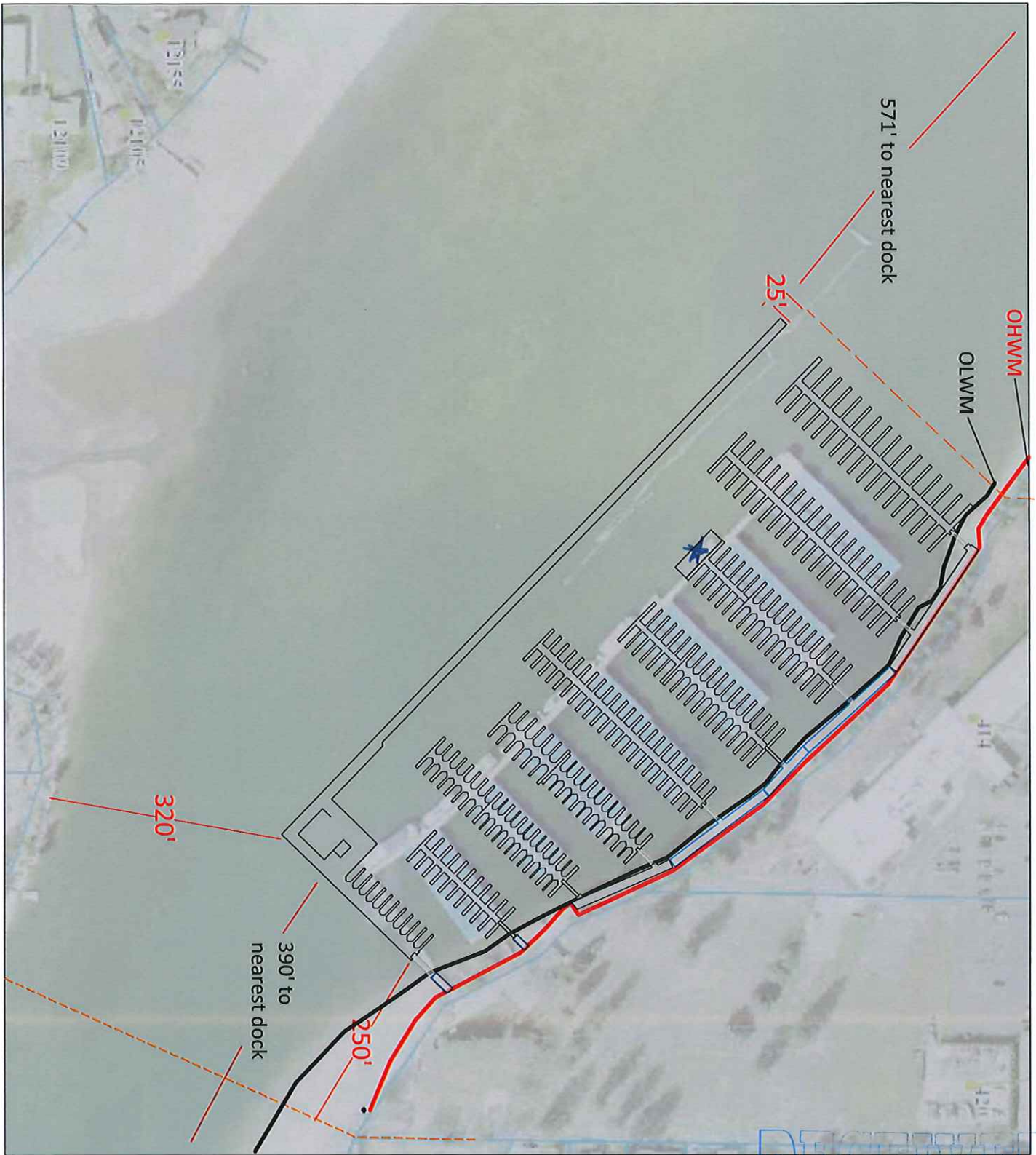


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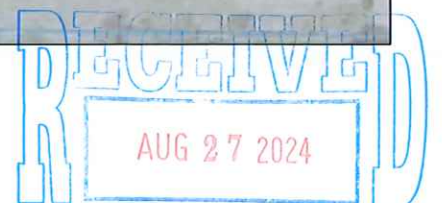


*sheriff boat Garage

APP-001-05



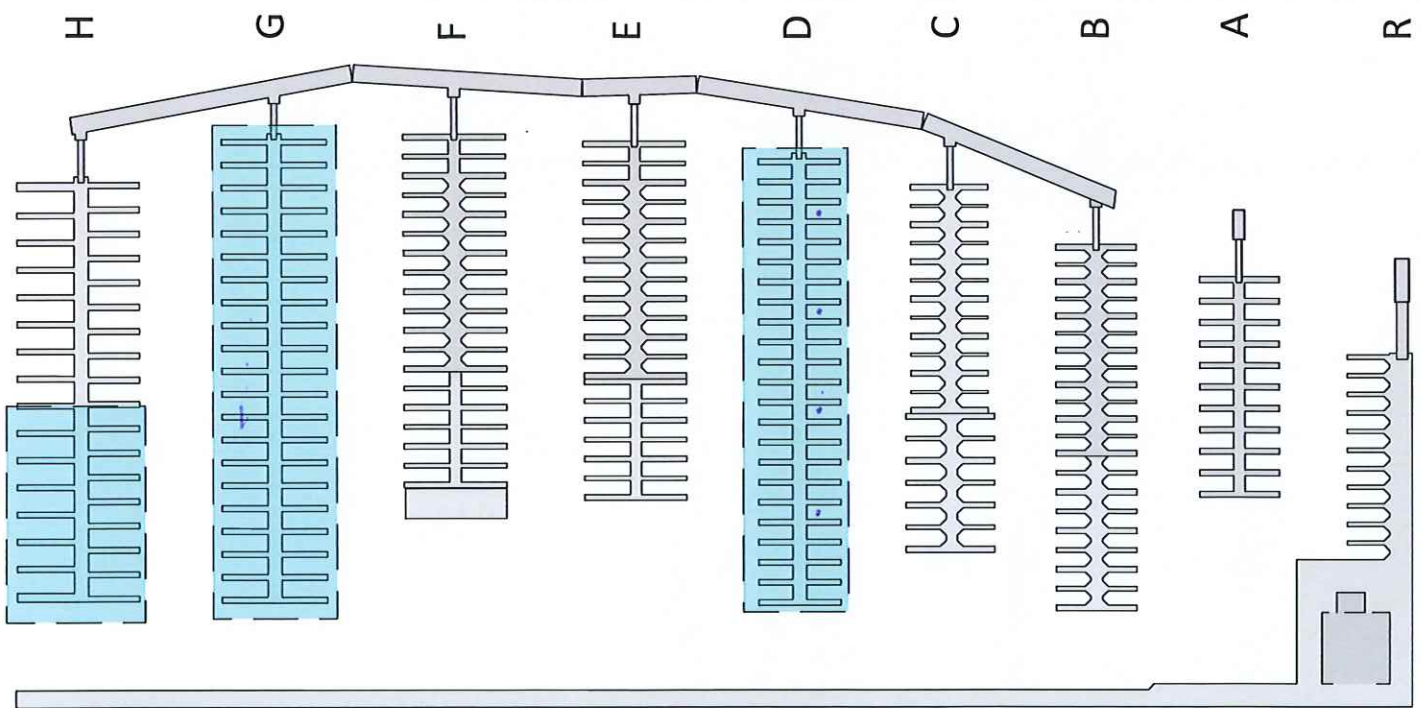
APP-001-06



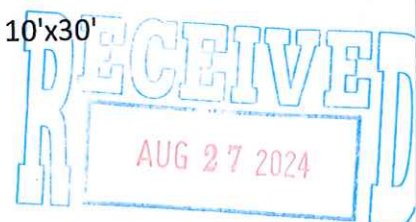
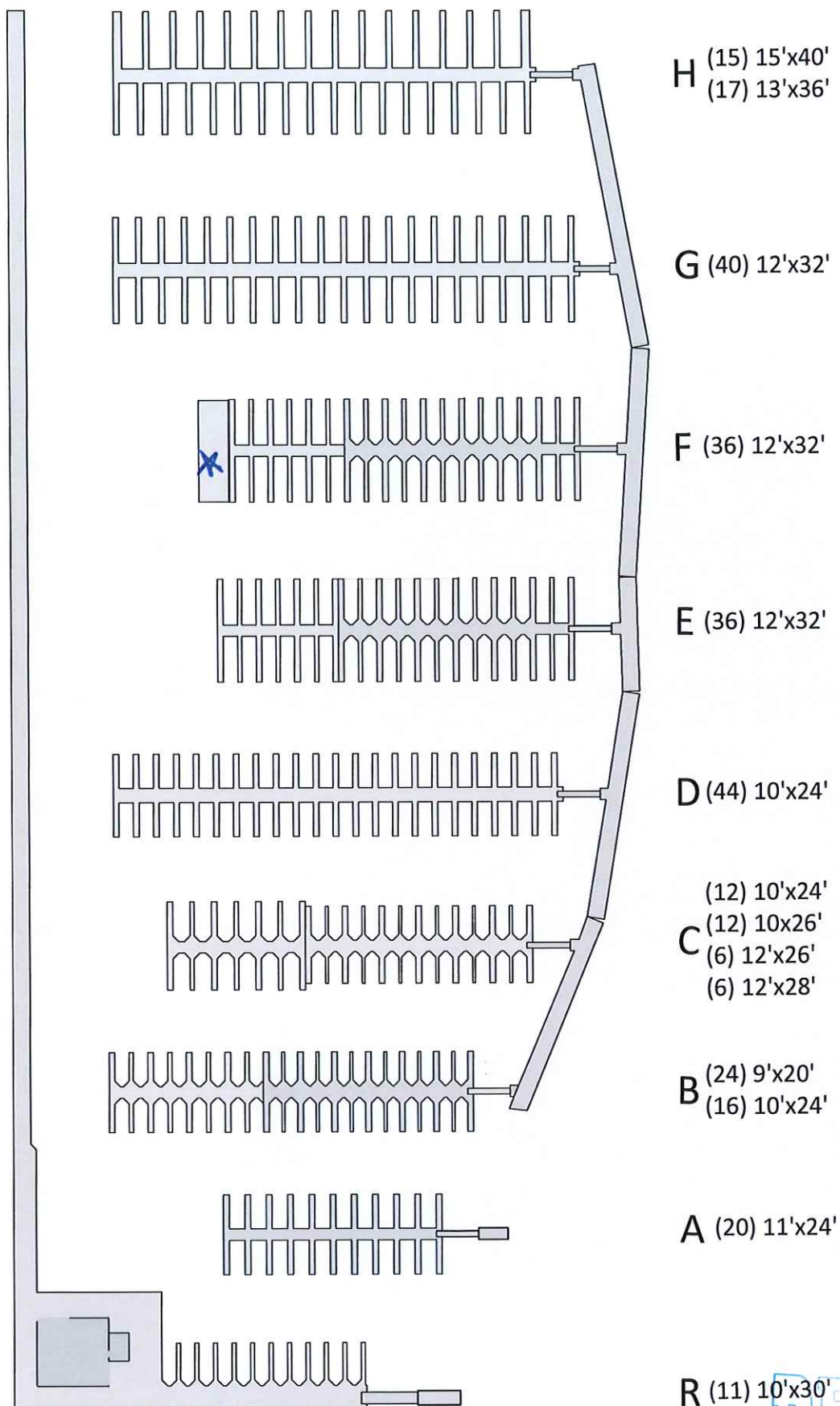
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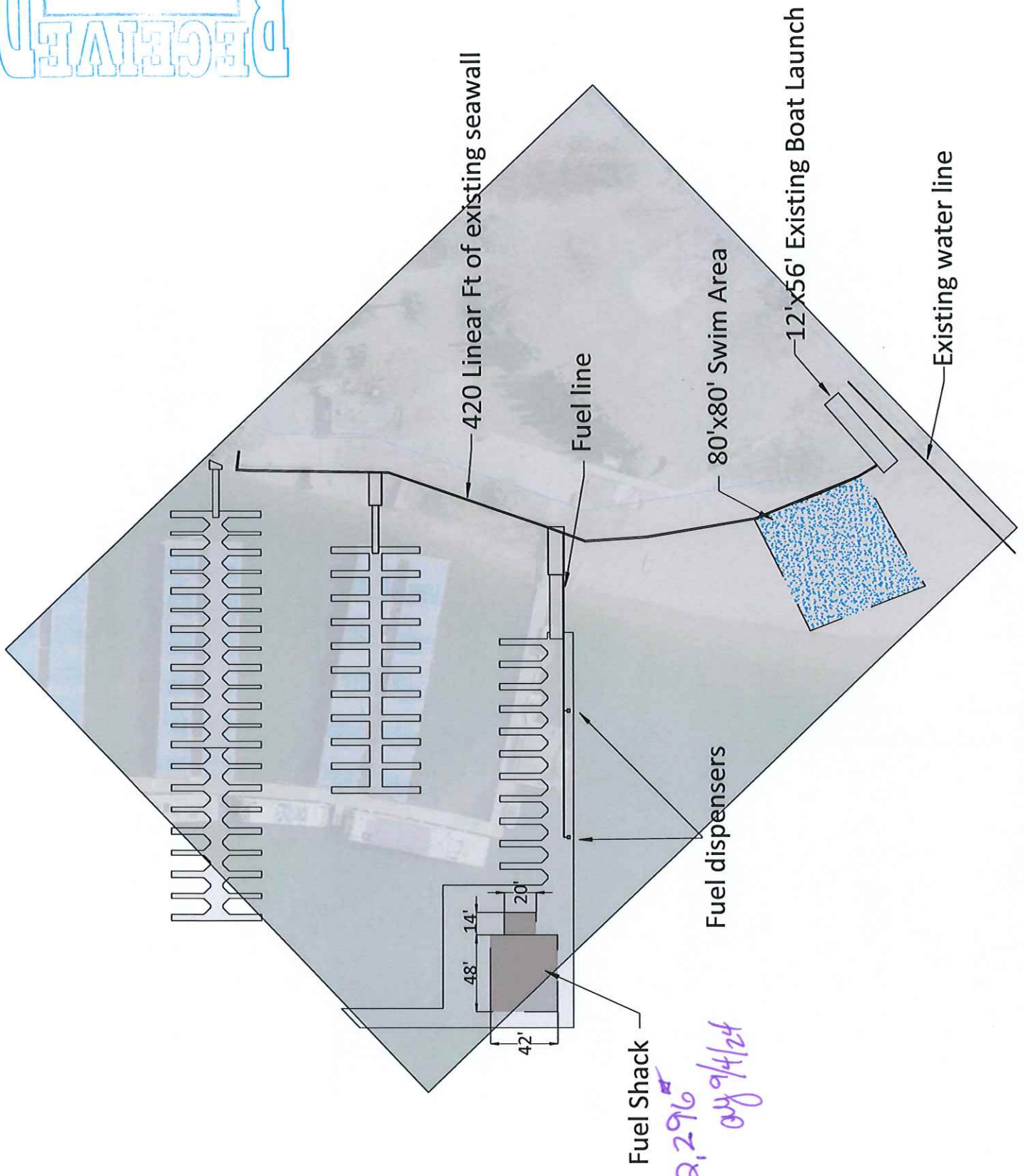


Slip Size (ft)	Private	Public	Total
20		24	24
24	44	28	72
24		20	20
26		12	12
26		6	6
28		6	6
32	40	72	112
36	8	9	17
40	7	8	15
Total	99	185	284



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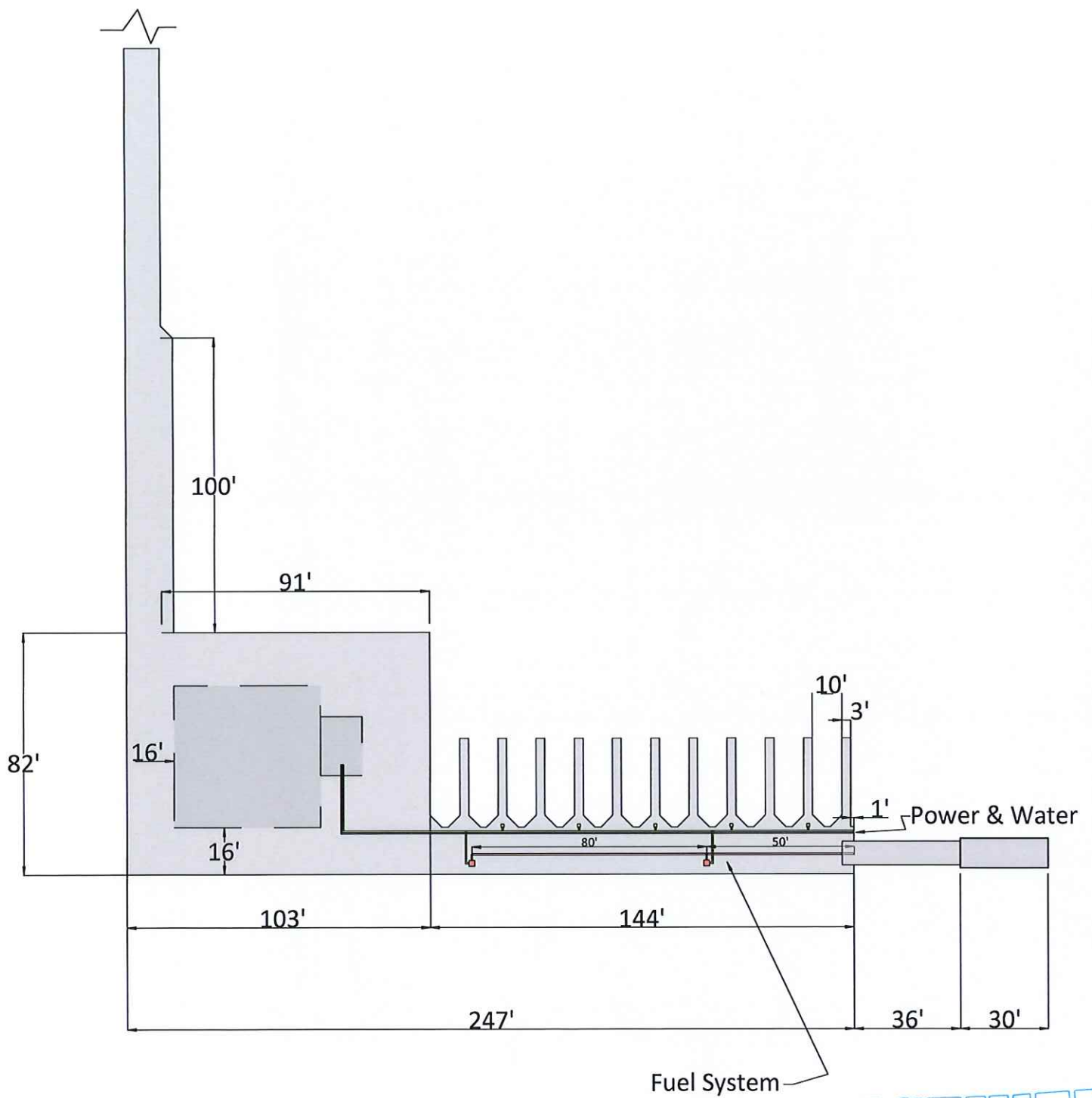
Structure dimensions

H - 20'
L - 62'
W - 42'

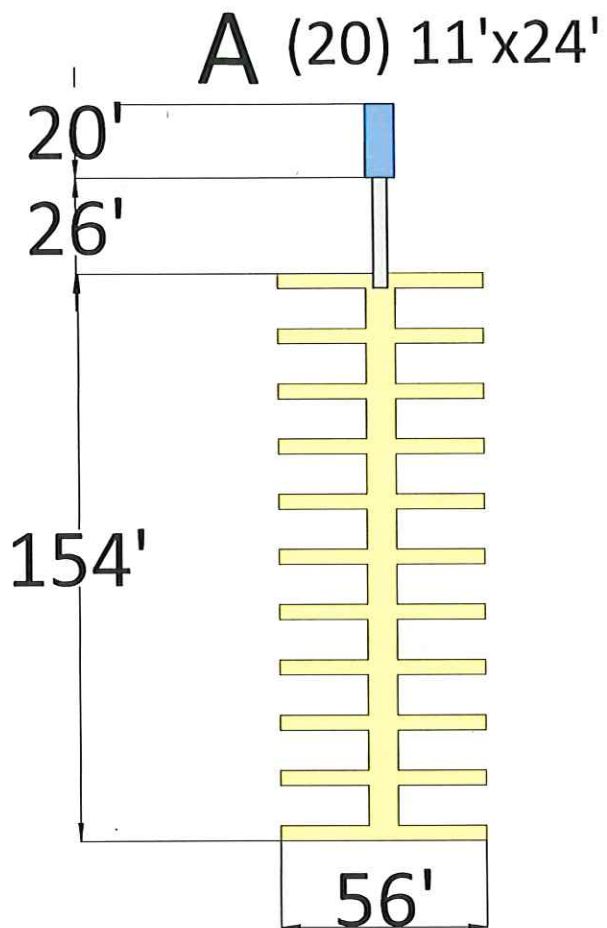
Building will follow all
Kootenai County
Building codes and
utilities will connect
through existing dock
infrastructure

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OCT 08 2024

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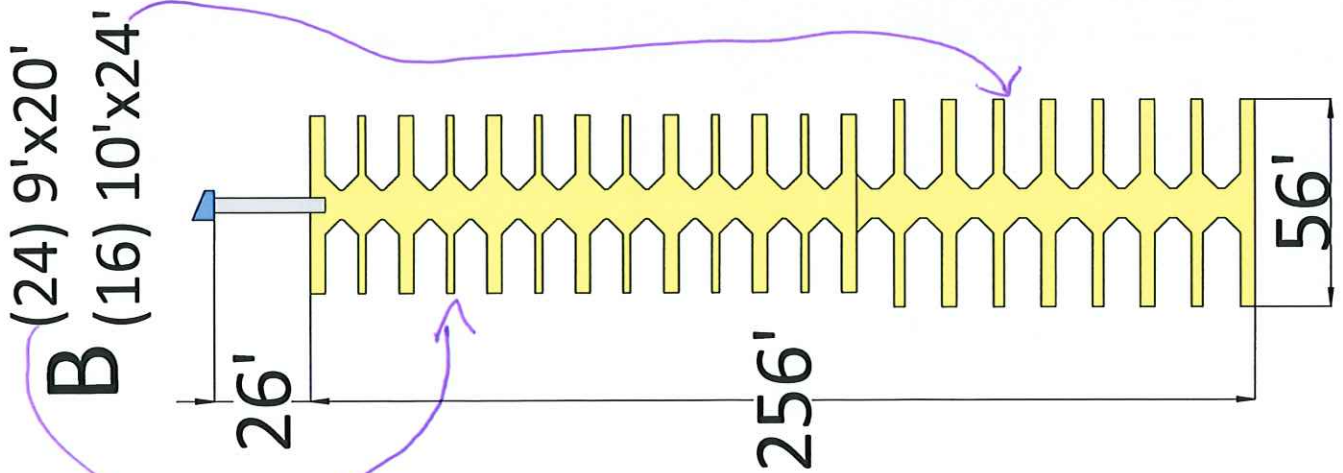
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A Dock				
	length	width	quant	total
Pier	20	8	1	160
Ramp	26	4	1	104
Finger 1	24	4	22	2112
Finger 2	154	8	1	1232
				3608

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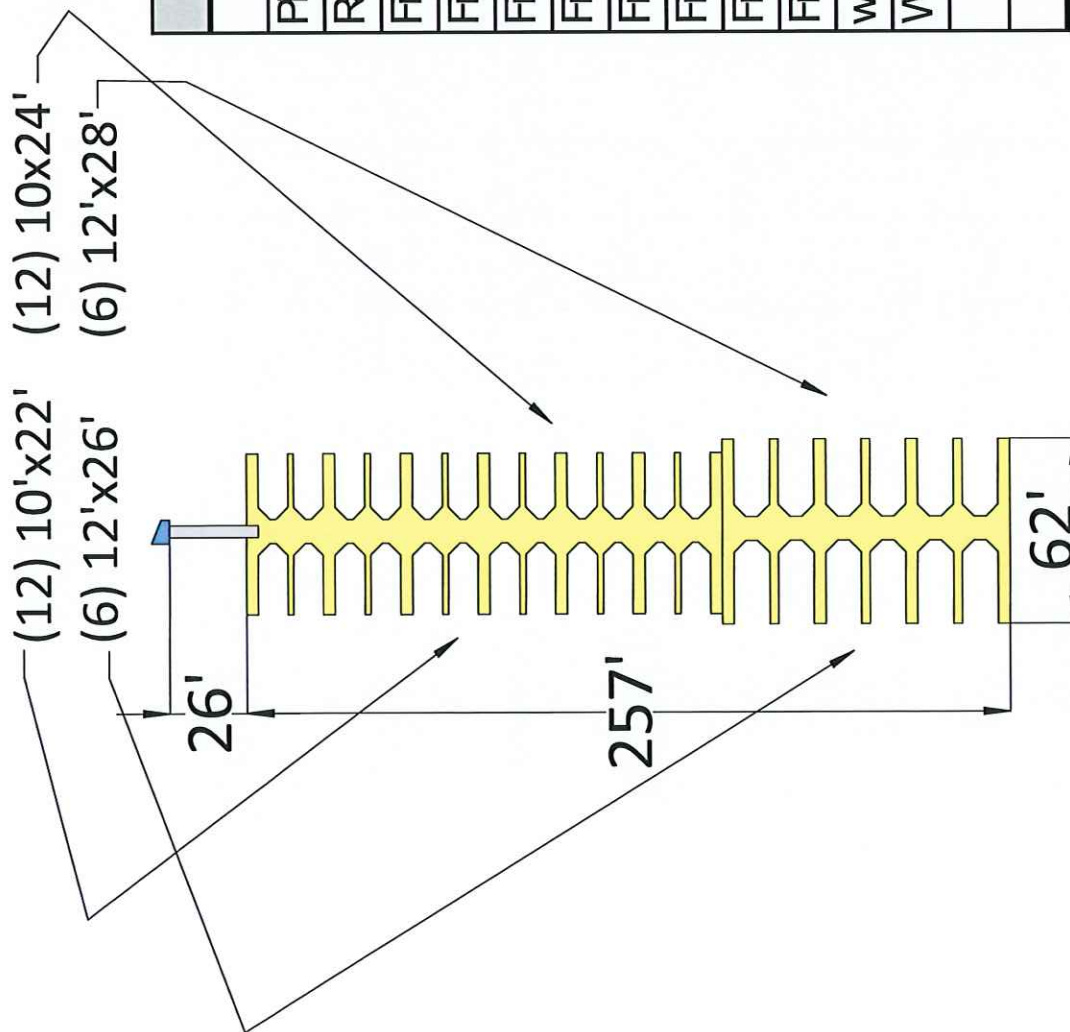
APP-001-15

BDock				
	length	width	quant	total
Pier	6	8	0.71	34
Ramp	26	4	1	104
Finger 1a	20	4	14	1120
Finger 1b	20	2	12	480
Finger 2a	24	4	8	768
Finger 2b	24	2	8	384
walkway	256	8	1	2048
Web	4	4	40	640
				5578

08/09/24

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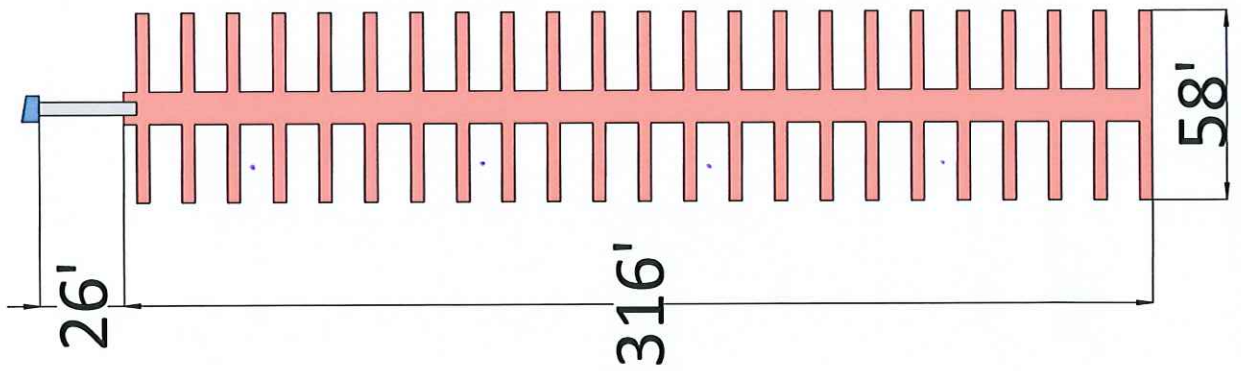
C



C Dock				
	length	width	quant	total
Pier	6	8	0.73	35
Ramp	26	4	1	104
Finger 1a	22	4	7	616
Finger 1b	22	2	6	264
Finger 2a	24	4	7	672
Finger 2b	24	2	6	288
Finger 3a	26	4	4	416
Finger 3b	26	2	3	156
Finger 4a	28	4	4	448
Finger 4b	28	2	3	168
walkway	257	8	1	2056
Web	4	4	36	576
				5799

Aug 9/4/24

D (42) 10'x24'



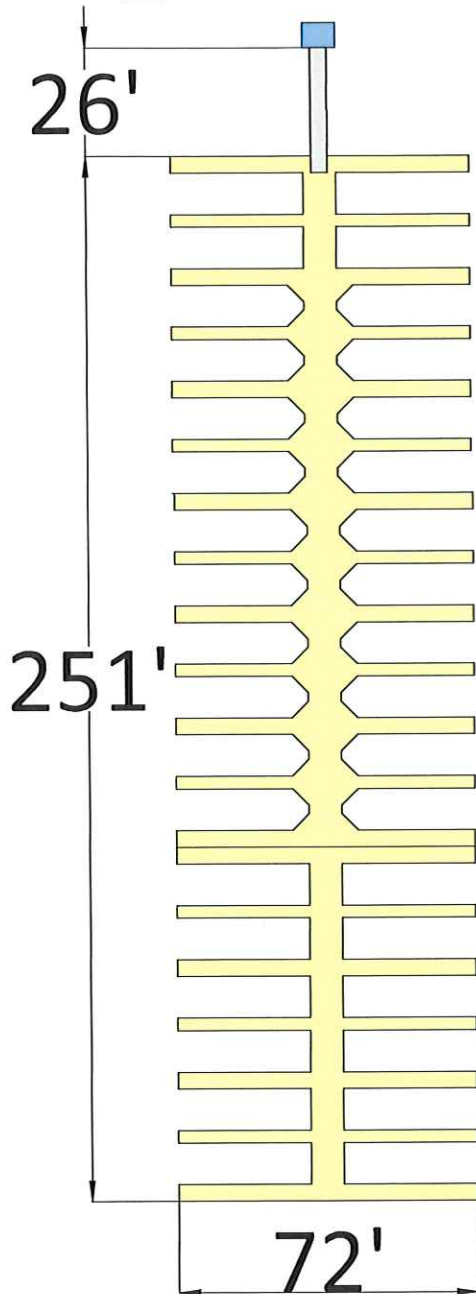
D Dock				
	length	width	quant	total
Pier	6	8	0.75	36
Ramp	26	4	1	104
Finger 1	24	4	46	4416
walkway	316	10	1	3160
				7716

AUG 27 2024

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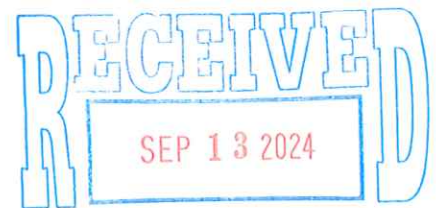
By:

E (36) 12'x32'



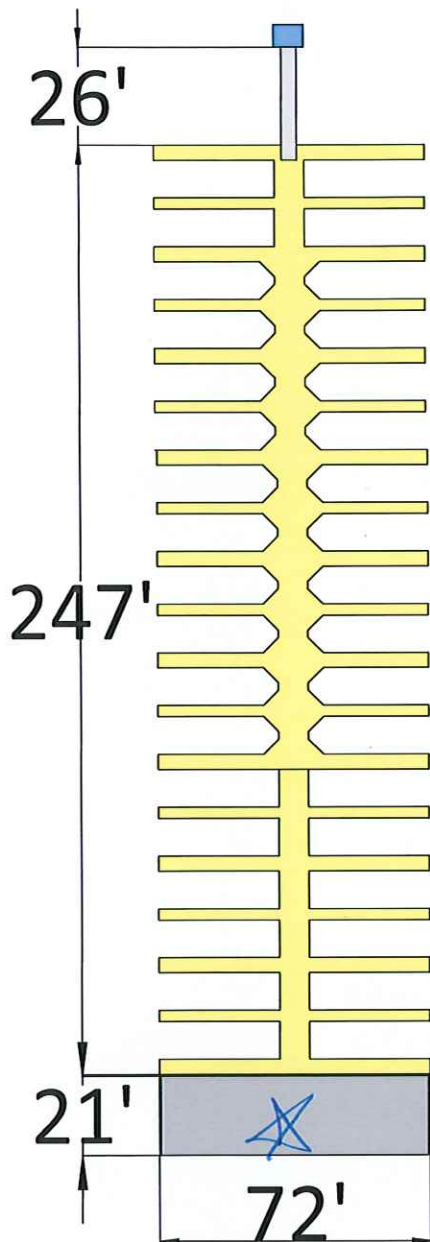
E Dock				
	length	width	quant	total
Pier	6	8	1	48
Ramp	26	4	1	104
Finger 1a	32	4	22	2816
Finger 2a	32	3	18	1728
walkway	251	8	1	2008
Web	4	4	20	320
				7024

ay
9/17/24



By: _____

F (36) 12'x32'

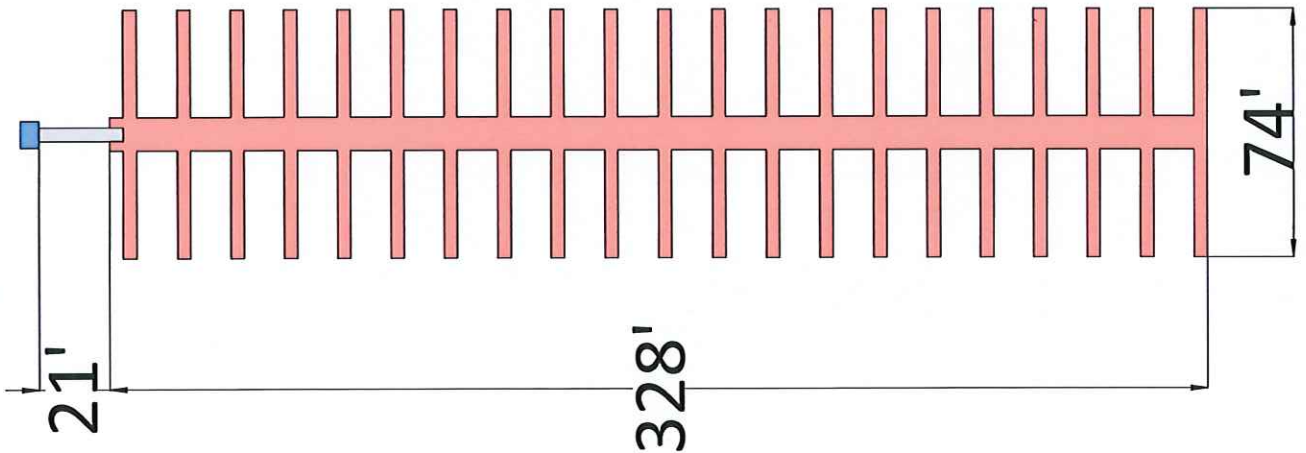


F Dock				
	length	width	quant	total
Pier	6	8	1	48
Ramp	26	4	1	104
Finger 1a	32	4	20	2560
Finger 2a	32	3	18	1728
walkway	247	8	1	1976
Web	4	4	20	320
				6736

Sheriff's Boat Garage
L-95-S-5320

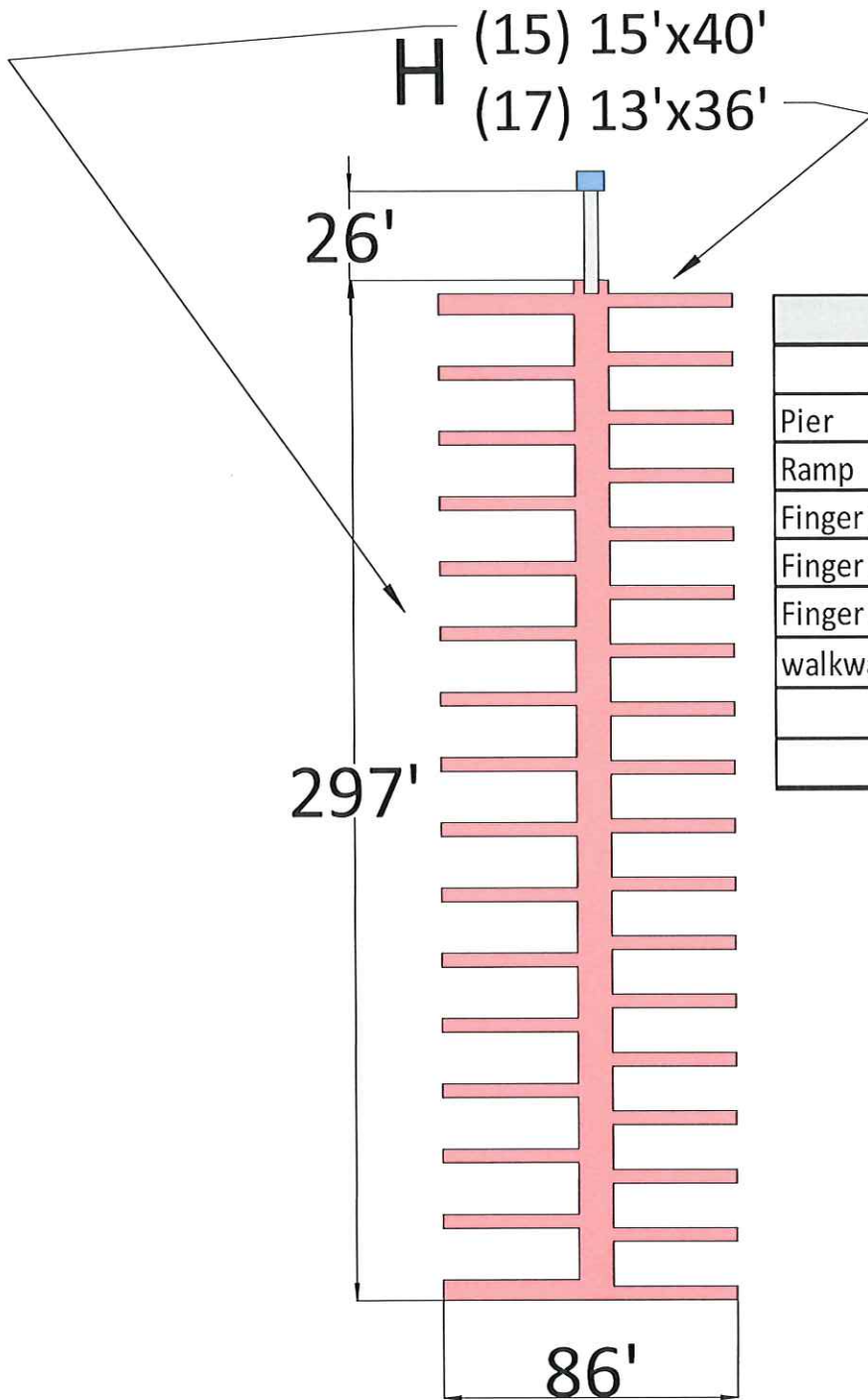


G (42) 12'x32'



G Dock					
	length	width	quant		total
Pier	6	8	0.8		38
Ramp	21	4	1		84
Finger 1	32	4	42		5376
walkway	328	10	1		3280
					8778

AUG 27 2024

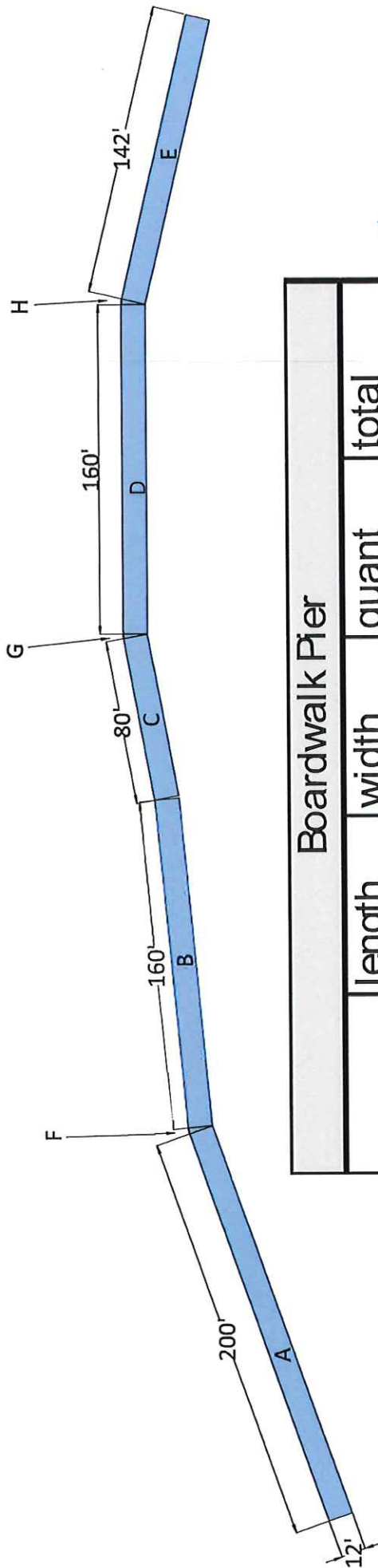


H Dock				
	length	width	quant	total
Pier	6	8	0.8	38
Ramp	26	4	1	104
Finger 1	40	4	14	2240
Finger 1a	40	6	2	480
Finger 2	36	4	18	2592
walkway	297	10	1	2970
				8424

avg
9/12/24

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SEP 13 2024

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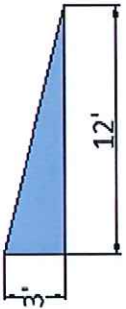


Boardwalk Pier				
	length	width	quant	total
A	200	12	1	2400
B	160	12	1	1920
C	80	12	1	960
D	160	12	1	1920
E	142	12	1	1704
F	12	3	0.5	18
G	12	2	0.5	12
H	12	3	0.5	18
				8952

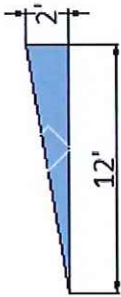
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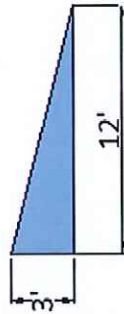
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F



G

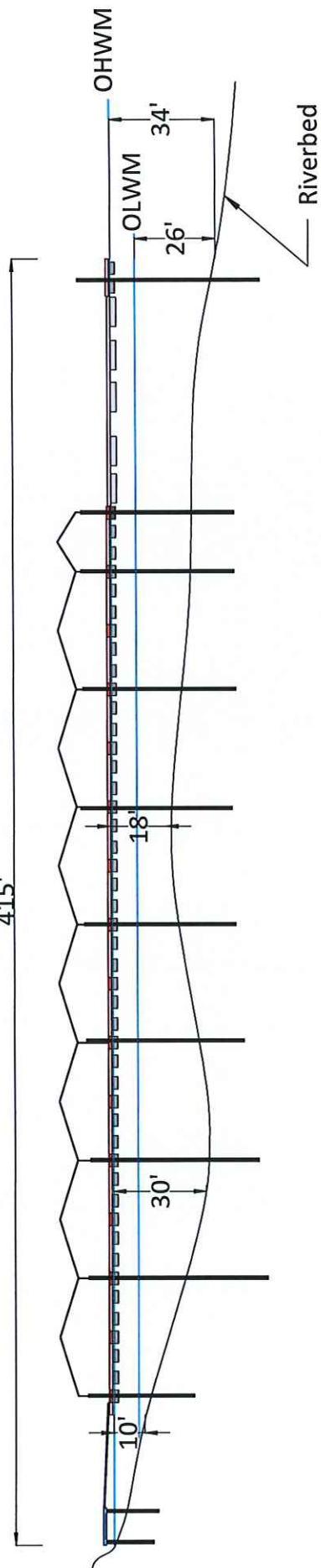


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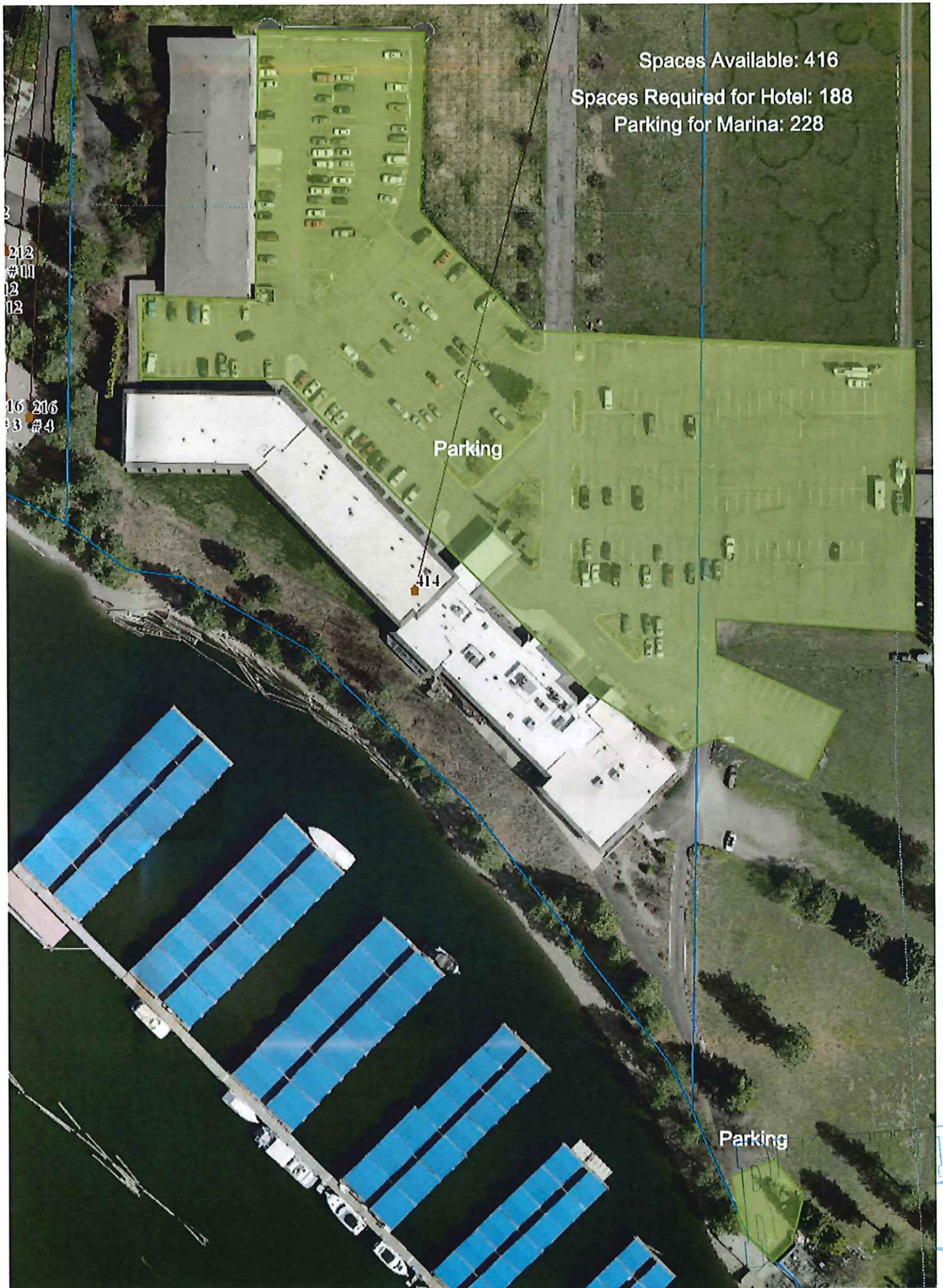
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East Facing

415'



APP-001-24



212
#101
12
12
16 216
13 #4

Spaces Available: 416
Spaces Required for Hotel: 188
Parking for Marina: 228

Parking

414

Parking

18.24.070: PARKING:

The following standards are applicable to and required for off street parking for newly established or substantially modified land *Uses* subject to this Code. Parking provisions do not apply to any existing building or *Structure*, or *Use*, unless there is a change of *Use* or expansion requiring additional parking. Whenever a building or *Structure* existing prior to the adoption of this Code, is enlarged in floor area, such addition must comply with current parking requirements and site improvements, without diminishing the usefulness of existing site improvements. Parking requirements and configuration must be reviewed and approved in the site plan review process. The following are general requirements that apply to off street parking in all zoning districts:

A. **Uses Not Listed:** Where a proposed *Use* is not listed in this section the *Zoning Administrator* will determine parking needs based on the information provided by the applicant or Staff. Appeal of the *Zoning Administrator's* determination may be applied for in accordance with provisions of this title.

B. **Lighting:** Lighting used to illuminate a parking lot must be arranged to direct light and glare away from adjoining property or public *Right-of-Way*.

C. **Paving:** The required number of parking and loading spaces as set forth in this section, together with driveways, aisles, and other circulation areas, must be surfaced with asphalt or concrete.

D. **Drainage:** All parking and loading areas must provide for proper drainage of surface water to approved drainage areas or *Structures*. Surface drainage must be retained on site to the extent that site runoff not exceed runoff from the site in its undeveloped condition.

E. **Striping:** Parking lots must be permanently striped to delineate parking spaces and circulation patterns in accordance with the adopted Building Code and related standards.

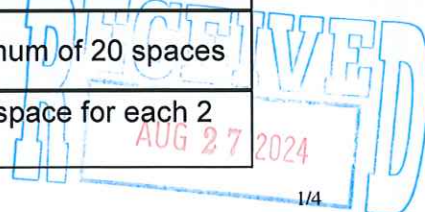
F. **Accessible Parking Standards:** Accessible parking must be provided in accordance with ICC/ANSI accessibility standards.

G. **Residential Off Street Parking Requirements:**

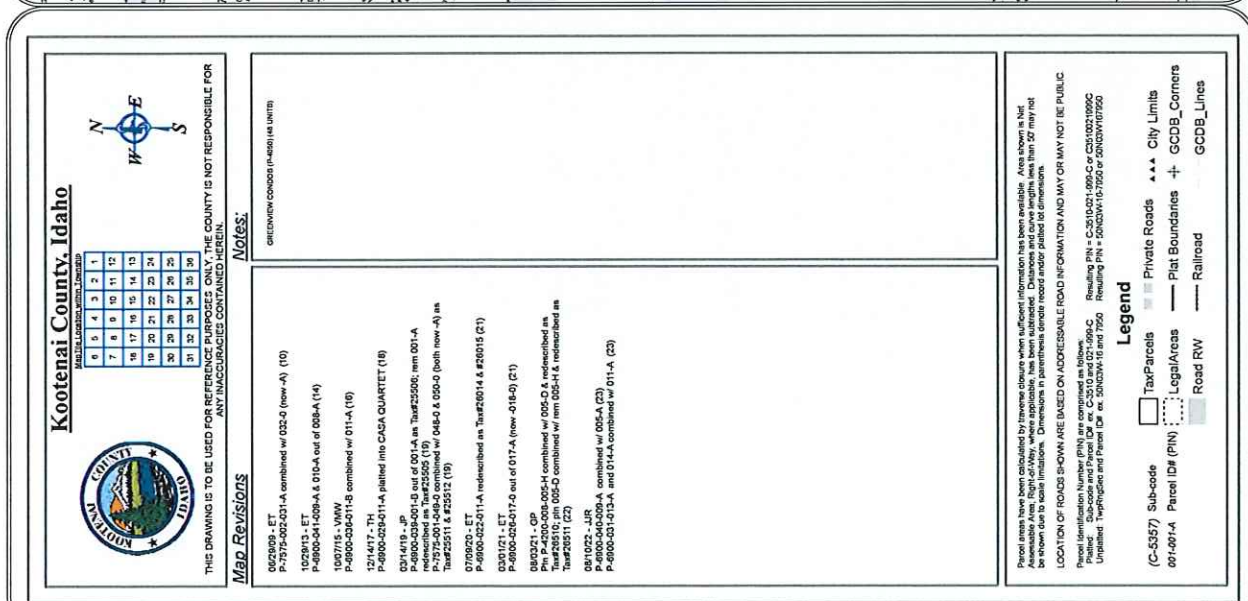
Type Of Residence	Parking Spaces
Single-family or two-family dwelling	2 for each unit (spaces within garages/carports are calculated in the overall requirement)
Multi-family (3 units or greater):	
1 bedroom unit	1.5 for each dwelling unit
2 or more bedroom units	2.0 for each dwelling unit
Senior housing (55 years and older) (includes senior mobile home parks)	1 for each dwelling unit
Mobile home park	2 for each unit

H. **Commercial, Office, Industrial, Technology, and Institutional Parking Requirements:** Generally, nonresidential *Uses* should provide one (1) space for each two hundred fifty (250) square feet of gross floor area. For any nonresidential *Use* an absolute minimum of two (2) spaces is required.

Type Of Use	Parking Spaces
Type Of Use	Parking Spaces
Commercial, office, and industrial parking:	
Auction business	1 space for every 100 square feet of the structure
Auction business, permanent outdoor location	10 parking spaces per acre, minimum of 20 spaces
Hotels/motels	1 per each sleeping room, plus 1 space for each 2 employees







17 min (10.0 miles)

via I-90 W

Fastest route, the usual traffic



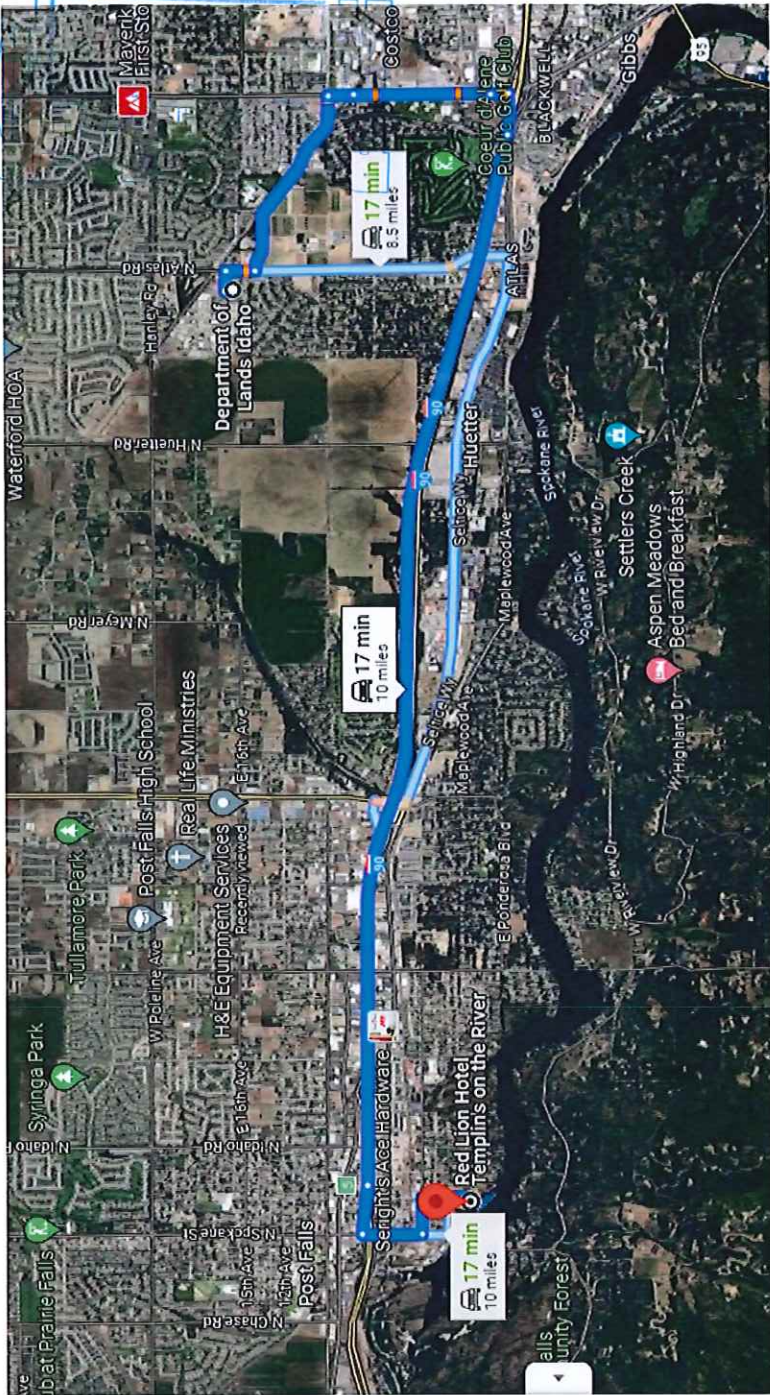
Department of Lands Idaho

3284 Industrial Loop, Coeur d'Alene, ID 83815

- > Get on I-90 W from W Greenwich Rd/w Kathleen Ave and N Ramsey Rd
8 min (2.7 mi)
- > Follow I-90 W to I-90BL/N Spokane St in Post Falls. Take exit 5 from I-90 W
6 min (6.4 mi)
- > Continue on N Spokane St to your destination
4 min (0.6 mi)

Red Lion Hotel Templin's on the River

414 E 1st Ave, Post Falls, ID 83854



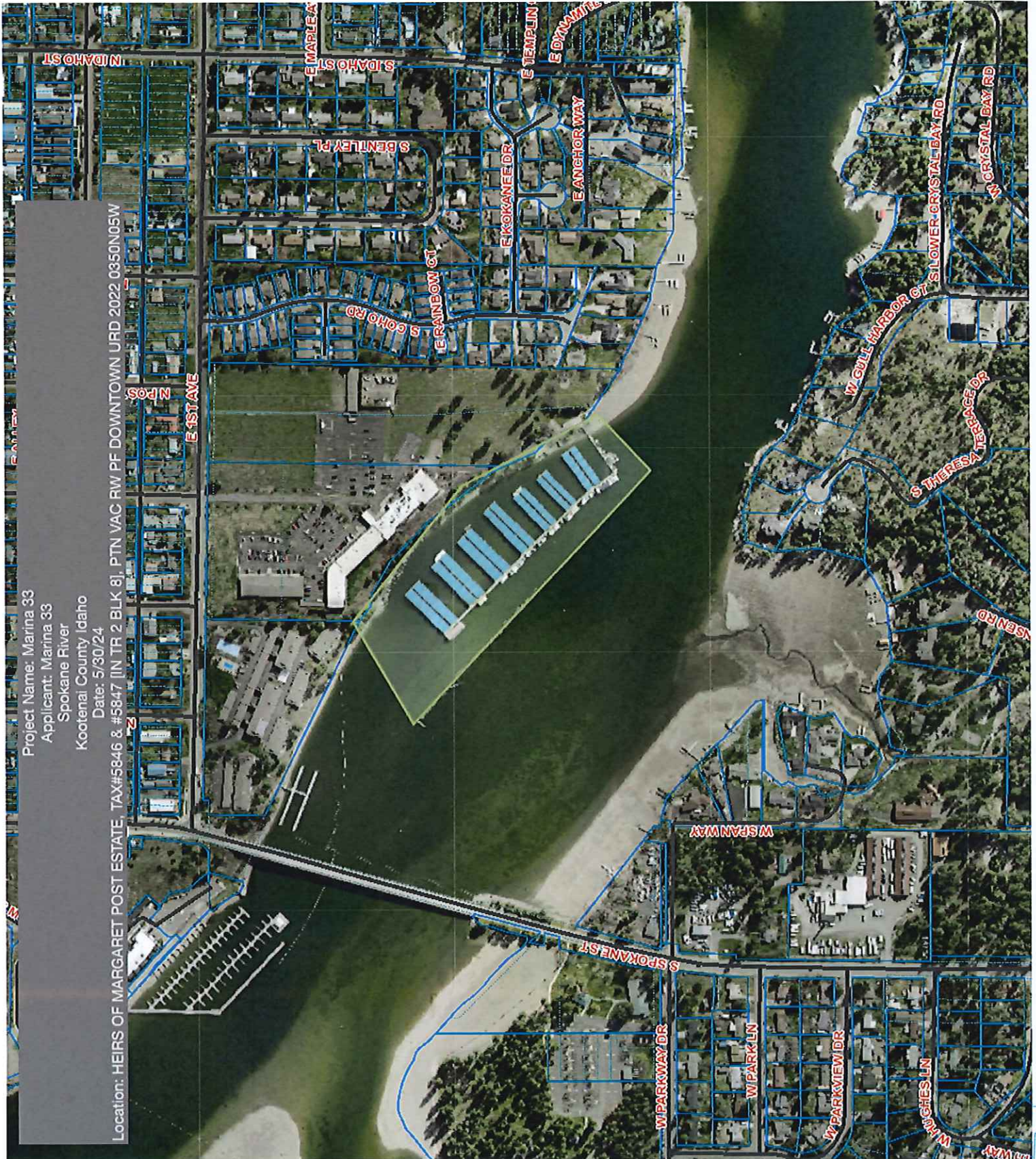
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By:

Project Name: Marina 33
Applicant: Marina 33
Spokane River
Kootenai County Idaho

Date: 5/30/24

Location: HEIRS OF MARGARET POST ESTATE, TAX#5846 & #5847 [IN TR 2 BLK 8] PTN VAC RW PF DOWNTOWN URD 2022 0350N05W



APP-001-30

AUG 27 2024

Byr

PIN: P4200008002A

Owner: 414 PF HOSPITALITY LLC

AIN: 135604

TAG: 011036

Mailing Address:

555 Bryant St #601 Palo Alto Ca 94301

Tax Roll: Real Property

Lender: None.

Legal Descr.:

HEIRS OF MARGARET POST ESTATE,
TAX#5846 & #5847 [IN TR 2 BLK 8], PTN VAC
RW PF DOWNTOWN URD 2022 0350N05W

APP-001-31



By: _____



Application Number _____

**COMMERCIAL/COMMUNITY/NON-NAVIGATIONAL
ENCROACHMENT PERMIT APPLICATION**

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

ENCROACHMENT TYPE: (Check all that apply)

<input type="checkbox"/> - Community dock	<input type="checkbox"/> - Float home
<input checked="" type="checkbox"/> - Commercial marina	<input type="checkbox"/> - Boat garage
<input type="checkbox"/> - Bank stabilization	<input type="checkbox"/> - Mooring buoy(s)
<input type="checkbox"/> - Other – describe: _____	

Applicant's Littoral Rights Are:

<input checked="" type="checkbox"/> - Signature of littoral rights owner is obtained if applicant is not the owner of the riparian/littoral rights	<input checked="" type="checkbox"/> - Owned, fee simple title holder
	<input type="checkbox"/> - Leased
	<input type="checkbox"/> - Other – describe: _____

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

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

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

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

Permit # L-95-S-3036L Date of Construction: _____

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

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

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

How Many Feet Does the Proposed Encroachment Extend Beyond the Ordinary (or Artificial) High Water Mark? 400 feet

The Proposed Dock Length Is:

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

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

- ☐ - No Total square footage: _____ ft²
- ☐ - Yes

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

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



By: _____

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

☐ - No
☒ - Yes

If yes, explain why: Due to expected high volume of foot traffic with dock carts

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

☒ - No
☐ - Yes

If yes, what are the proposed distances? _____ feet

☐ - Consent of affected neighbor was obtained

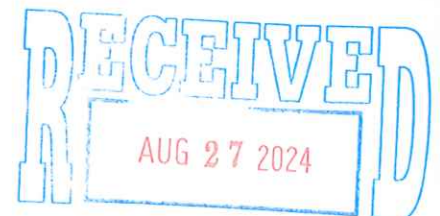
Determining Riparian/Littoral Right Lines

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

Printed Name

Date

Signature of Applicant or Agent



By: _____



Office of the Mayor

Mike Ahmer
Resource Supervisor – Navigable Waters
Idaho Department of Lands
3258 Industrial Loop
Coeur d' Alene, ID 83815

Via Email: mahmer@idl.idaho.gov

RE: 414 PF Hospitality Permit Application

Dear Mr. Ahmer,

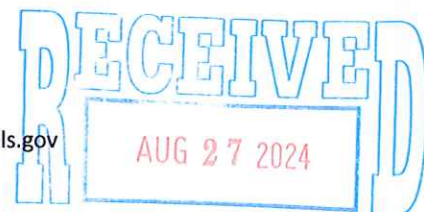
I am writing to you today to indicate my support for the above permit application. As you are aware, for many years, Templin's Marina has maintained a marina in Post Falls allowing city residents to access, and recreate, on the Spokane River. The City of Post Falls provides many parks to provide recreational opportunities for our residents, but we do not have a marina. Templin's has helped to fill this gap and provide this needed amenity for our residents. I have reviewed the applicant's plans to reinvigorate the marina by providing additional slips and a publicly accessible boardwalk and believe that these improvements will benefit the residents of Post Falls by increasing public access to the river, which is part of what makes living in North Idaho so desirable.

Thanks for considering my input. Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Jacobson".

Ronald G. Jacobson
Mayor of Post Falls



Memorandum of Understanding

StanCraft Marine Construction, Emergency Services

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the "MOU") is hereby entered into by and between KOOTENAI COUNTY (hereinafter referred to as "the County"), and STANCRAFT MARINE CONSTRUCTION (hereinafter referred to as "SCMC").

THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE.

The purpose of this MOU is to:

- a) provide waterborne transportation services for the general public, special populations, volunteers and support personnel who are providing emergency services to designated populations affected by an emergency, disaster or public health emergency; and
- b) provide debris-removal services to minimize risk to watercraft, enhance safety, and prevent damage to property and waterfront infrastructure.

II. **STATEMENT OF BACKGROUND INFORMATION.** Continued growth in Kootenai County requires ongoing contingency planning for the transportation of citizens and emergency personnel along regional waterways in the event of a natural disaster or terrorist event, as well as the need for planning to remove debris from County waterways in an effort to enhance water safety and to prevent property damage.

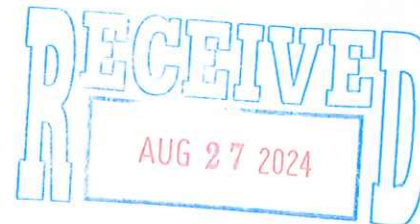
III. **STATEMENT OF MUTUAL BENEFIT AND INTEREST.** The County and SCMC hereby agree to work together to provide planned waterborne transportation for citizens of Kootenai County and emergency personnel and in the removal of hazardous debris from County waterways affected by natural or human-caused emergencies or disasters as follows:

IV. KOOTENAI COUNTY SHALL

- a) Notify the emergency contact at SCMC when use of SCMC waterborne transportation capabilities and watercraft are needed during an emergency.
- b) Provide SCMC with required directions, routes, and frequencies of transports to pre-designated locations upon notification that a disaster or emergency has been declared.
- c) Provide SCMC with directions identifying areas requiring debris-removal services.

MOU with StanCraft Marine Construction 1

APP-001-35



By: _____

Memorandum of Understanding

StanCraft Marine Construction, Emergency Services

- d) Provide SCMC with a designated drop-off location where removed debris is to be deposited.
- e) Be responsible for disposal of materials and land transportation of debris once SCMC has deposited debris at the location designated by the County.
- f) Reimburse SCMC for the cost of actual fuel used during emergency transportation and/or debris-removal operations.
- g) Reimburse SCMC for the actual amount of gross salary paid to operators and crew employed during emergency transportation and/or debris-removal operations; gross salary is to include the employer portion of FICA, FUT A, and retirement benefits.

V. SCMC SHALL:

- a) Provide waterborne transportation services, qualified boat operators and crew, seaworthy watercraft with all appropriate safety equipment, including life jackets for each person on board and support functions as necessary and available, within 24 hours of notification from Kootenai County.
- b) Provide debris-removal services to the extent that SCMC's equipment will safely allow. Debris-removal will consist of working within areas designated by the County where debris poses a threat to water safety and/or may cause property or infrastructure damage. Debris will be deposited in a pre-designated area for disposal by the County.
- c) Be solely responsible for the supervision of their employees, as well as the operations, maintenance, and insurance liability of the requested transportation equipment.

VI. REIMBURSEMENT: Where SCMC's waterborne transportation and/or debris-removal services are provided pursuant to declaration of a local disaster emergency by the County, compensation to SCMC shall be in accordance with Title 46, Chapter 10, Idaho Code. Pursuant to Idaho Code §67-2808, upon making the declaration of emergency, any sum required to reimburse SCMC may be expended without compliance with formal bidding procedures. The County will assist SCMC by coordinating requests for compensation.

VII. AVAILABILITY: It is understood by all parties to this MOU that these services will be requested only when a major disaster or emergency exists in which emergency waterborne transportation and/or debris removal services are necessary.

MOU with StanCraft Marine Construction 2

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By: _____

Memorandum of Understanding

StanCraft Marine Construction, Emergency Services

VIII. PRINCIPAL CONTACTS:

	KOOTENAI COUNTY	NORTH IDAHO MARITIME
KEY CONTACT:	Tiffany Westbrook, Director	Zach Johnson General Manager
AGENCY NAME:	Kootenai County Office of Emergency Management	Stancraft Marine Construction
STREET ADDRESS:	1662 W. Wyoming Ave.	2936 W. Dakota Ave.
CITY/STATE:	Hayden, ID 83835	Hayden, ID 83835
PHONE NUMBER:	208-446-1775	208-457-8000 x 178
ALTERNATE NUMBER:	208-661-0640	208-755-7540
FAX NUMBER:	208-446-1780	
EMAIL ADDRESS:	twestbrook@kcgov.us	zach@stancraftboats.com

- IX. **COMMENCEMENT/EXPIRATION DATE.** This MOU shall be deemed executed as of the date of last signature below, and shall be effective for five (5) years thereafter, at which time it shall expire unless extended by mutual written agreement.
- X. **EARLY TERMINATION.** Either party may terminate this MOU with thirty (30) days' written notice to the other party.
- XI. **MODIFICATION.** Modifications of this MOU shall be made by mutual consent of the parties by the issuance of a written modification, signed and dated by both parties.
- XII. **INDEMNIFICATION.** Each Party to this MOU shall indemnify, hold harmless, and defend the other from and against any damage, cost or liability, including reasonable attorney's fees, due to any or all injuries to persons or property or claims for money damages arising from negligent and/or willful acts or omissions of its employees, agents, elected officials or assigns.
- XIII. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU shall in no way restrict either party from participating in similar activities with other public or private agencies, organizations, and/or individuals.

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, and legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

MOU with StanCraft Marine Construction 3

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By: _____

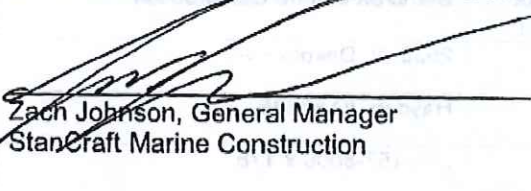
Memorandum of Understanding

StanCraft Marine Construction, Emergency Services

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

DATED this 2/22 day of _____, 2023

STANRAFT MARINE CONSTRUCTION



Zach Johnson, General Manager
StanCraft Marine Construction

DATED this 10th day of January, 2023

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**



Leslie Duncan, Commissioner - Signed 1/11/2023



Bill Brooks, Commissioner - Signed 1/11/2023



Bruce E. Mattare, Commissioner - Signed 1/10/2023

**ATTEST:
JIM BRANNON, CLERK**

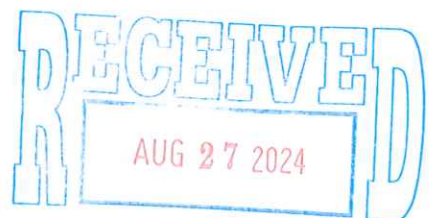


Teri Johnston, Deputy Clerk - Signed 1/11/2023



MOU with StanCraft Marine Construction 4

APP-001-38



By: _____



**MICA SUPERVISORY
AREA**

3258 West Industrial Loop
Coeur d'Alene ID 83815
Phone (208) 769-1577
Fax (208) 769-1597



DAVID GROESCHL, DIRECTOR
EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF LAND COMMISSIONERS

C.L. "Butch" Otter, Governor
Lawrence E. Denney, Secretary of State
Lawrence G. Wasden, Attorney General
Brandon Woolf, State Controller
Sherri Ybarra, Sup't of Public Instruction

**ASSIGNMENT OF ENCROACHMENT PERMIT
NO. L-95-S-3036L**

The Idaho Department of Lands hereby assigns subject encroachment permit issued to RL Post Falls, LLC on February 18, 2015 to Postfalls Hotels LLC of 41 N Legend Tree Drive Liberty Lake, WA 99019 to maintain existing Bulkhead at 2128' leading to 3'x15' ramp to 9'x160' walkway with 808'x8' dock enclosing 7 wings having 168 slips; 60'x24' cruise boat landing; 24'x38' ship store with fuel system including a sealed sump and liquid sensors over the fuel line and dispensers; swim area to the east of marina; logboom/piling southwest of marina; Kootenai County Sherriff Department attached dock, see L-95-S-5320, per attached approved design plan. Located: Spokane River, Tax 5846/5847, AIN 135604, Parcel P4200008002A, Lot 1&2, Block 8, Heirs of Margaret Post Estates Addition; Section 03, Township 50 North, Range 05 West, Boise Meridian; Kootenai County.

UPON ASSIGNMENT OF THIS REAL PROPERTY, YOU ARE REQUIRED TO NOTIFY THIS OFFICE OF THE SUBSEQUENT NAME CHANGE (SEE ENCLOSURE).

FOR THE DIRECTOR

By:

Mike Ahmer 7.24.18
MIKE AHMER
Lands Resource Specialist, Lands & Waterways



STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

On July 24, 2018 personally appeared before me MIKE AHMER, whose identity is personally known to me and who by me duly affirmed that he is the Lands Resource Specialist, Lands & Waterways of the Idaho Department of Lands, and acknowledged that the foregoing document was signed by him in behalf of said state agency by authority of a Resolution of the State Land Board.

Vicki Richter
Notary Public for Idaho Department of Lands
My commission expires on 8/20/24

MICA
SUPERVISORY AREA
3258 W. Industrial Loop
Coeur d'Alene, ID 83815
Phone (208) 769-1577
Fax (208) 769-1597



DUSTIN T. MILLER, DIRECTOR
EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF LAND COMMISSIONERS
Brad Little, Governor
Phil McGrane, Secretary of State
Raúl R. Labrador, Attorney General
Brandon D Woolf, State Controller
Debbie Critchfield, Sup't of Public Instruction

July 11, 2024

414 PF HOSPITALITY LLC
C/O BRIDGER HOLDINGS, LP
555 BRYANT ST #601
PALO ALTO, CA 94301

Re: Encroachment Permit **L95S3036M**

To Whom it May Concern:

Enclosed is subject permit in accordance with the application you filed with this office. Please note, this permit does not preclude you from getting other permits from other agencies or the County. Please read the entire permit and comply with all special terms and conditions.

WHAT NEXT

1. **Record the Encroachment Permit with Kootenai County Recorder's Office (451 N Government Way, CDA, ID 83814) to validate it.** This permit is not valid until you provide us with proof of recordation (they will place a sticker with a bar code on top of the 1st page of the permit). Please note that the original notarized and signed permit must be presented to the Records Office, a copy will not be accepted. Please submit a copy of the recorded Encroachment Permit to the Idaho Department of Lands Mica office (email below). Please have the entire permit packet recorded.
2. **The encroachment permit number (3036) must be displayed upon the most waterward area of your encroachment** with metal, plastic (vinyl) or wooden numerals at least three inches in size. IDL staff should be able to see the permit numbers when driving by your property in a work boat.

Thank you for your cooperation.

Sincerely,

Amy Fyson, Lands Resource Specialist, Sr.
afyson@idl.idaho.gov
Navigable Waterways

Enclosures

cc: L&W Doc Exchange
Kootenai County Assessor's Office
file@idwr.idaho.gov / IDWR

This space is reserved for recording purposes only



ASSIGNMENT OF ENCROACHMENT PERMIT NO. L95S3036M

Permission is hereby transferred to 414 PF Hospitality, LLC of 555 Byant St #601, Palo Alto, CA, 94301, United States (USA) to install and maintain the following encroachment(s) subject to the terms and conditions of this Permit and the approved application, plans and drawings incorporated herein:

Encroachment	Description	Effective Date	Construction to be completed by
Encroachment: Breakwater	Log boom/piling southwest of marina	630 Feet	Feb/25/1986
Encroachment: Commercial Marina	3'x15' ramp, 9'x160' walkway with 808'x8' dock enclosing seven wings	168 Slips	Mar/03/2009
Encroachment: Other Non-Navigational	24'x38' ship store; fuel system including a sealed sump and liquid sensors over the fuel line and dispensers		Nov/20/1987
Encroachment: Other Non-Navigational	280' bulkhead/seawall		Nov/20/1987
Encroachment: Other Non-Navigational	Swim area		Mar/23/1988

Located on **SPOKANE RIVER** in KOOTENAI COUNTY, adjacent to:

Parcel Number	P4200008002A & P4200008001A
Lot, Block, Subdivision	Heirs of Margaret Post Estate, Lt 1 Blk 8
Section, Township, Range	T50N R05W, sec 03, Boise Meridian
Physical Addresses	414 E 1st Ave, Post Falls
Tax/Serial Number	5846/5847, AIN 135604 & 109323

ON BEHALF OF THE DIRECTOR

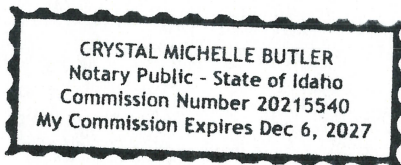
By:

Amidy Fuson, Resource Officer Sr.
Navigable Waterways – Mica Office

Date _____

STATE OF IDAHO)
) ss
KOOTENAI COUNTY)

On July 11, 2024, personally appeared before me Amidy Fuson, whose identity is personally known to me and who by me duly affirmed that he/she is the Resource Officer Sr., Navigable Waterways Mica Office of the Idaho Department of Lands, and acknowledged that the foregoing document was signed by him/her on behalf of said state agency by authority of a Resolution of the State Land Board.



Notary Public for Idaho Department of Lands
My commission expires on 12/6/2027



Request for Assignment of Encroachment Permit

\$300



I/We, Postfalls Hotel LLC, an Idaho limited liability company, am/are the current permittee(s) of the Idaho Department of Lands encroachment permit(s) listed below. I/We, as Assignor(s), request that the identified permit(s) be assigned to 414 PF Hospitality, LLC, a Delaware limited liability company, identified below as "Assignee(s)."

Encroachment Number (s): No. L-95-S3036L **Body of Water:** Spokane River
Property Address: 414 E. 1st Avenue, Post Falls, Idaho 83854
County: Kootenai **Parcel/AIN Number:** P4200008002A / 135604

ASSIGNOR(S) -- CURRENT PERMITEE(S)

We hereby swear and affirm that the information contained herein is true and correct to the best of our knowledge, and the existing encroachment is in compliance with the permit issued.

Assignor _____ Assignor _____

STATE OF _____)

County of _____) ss

On this _____ day of _____, in the year 20____ before me, a notary public in and for said State, personally appeared _____, known to me to be the Assignor(s)/Permittee(s) that executed the within instrument, and acknowledged to me that _____ executed the same.

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

Notary Public: _____
Residing at: _____
My Commission Expires: _____

ASSIGNEE(S) -- NEW PERMITEE(S)

I/We accept and agree to comply with the terms and conditions of the permit(s) as issued.

Name(s): 414 PF Hospitality, LLC
Mailing Address: c/o Bridger Holdings, LP, 555 Bryant Street #601
Palo Alto, CA 94301
Email Address: mitch@bridgerlp.com Phone Number: (310)595-4563
Assignee: [Signature] Date: May 17, 2024 Assignee: _____ Date: _____
Name: Mitch Alhadeff
Its: Authorized Signatory

✓ You must submit an assignment fee of \$300.00.

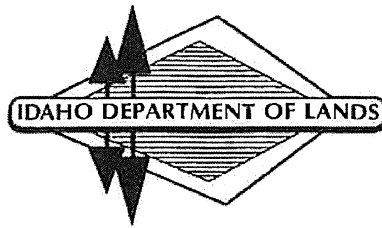
SUBMIT DOCUMENTATION TO THE APPROPRIATE IDL AREA OFFICE:

Priest Lake Area - 4053 Cavanaugh Bay Road - Coolin, ID 83821 - (208) 443-2516
Pend Oreille Area - 2550 Highway 2 West - Sandpoint ID 83864 - (208) 263-5104
Coeur d'Alene Area - 3258 W Industrial Loop - Coeur d'Alene, ID 83815 - (208) 769-1577
St. Maries Area - 1806 Main Avenue - St Maries, ID 83861 - (208) 245-4551
Payette Lakes Area - 555 Deinhard Lane - McCall, ID 83638 - (208) 634-7125
South Central Area - 324 South 417 East; Suite 2, Jerome ID 83338-6206 - (208) 324-2561
Eastern Idaho - 3563 Ririe Hwy - Idaho Falls ID 83401 - (208) 525-7167

Rev. April 2023

**MICA SUPERVISORY
AREA**

3258 West Industrial Loop
Coeur d'Alene ID 83815
Phone (208) 769-1577
Fax (208) 769-1597



TOM SCHULTZ, DIRECTOR
EQUAL OPPORTUNITY EMPLOYER

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Ben Ysursa, Secretary of State
Lawrence G. Wasden, Attorney General
Brandon Woolf, State Controller
Tom Luna, Sup't of Public Instruction

ENCROACHMENT PERMIT NUMBER L-95-S-3036K

Permission is hereby granted to RL Post Falls, LLC of 201 W. North River Dr., Spokane, WA 99201 to install and maintain Bulkhead at 2128' leading to 3'x15' ramp to 9'x160' walkway with 808'x8' dock enclosing 7 wings having 168 slips; 60'x24' cruise boat landing; 24'x38' ship store with fuel system including a sealed sump and liquid sensors over the fuel line and dispensers; swim area to the east of marina; logboom/piling southwest of marina. Kootenai Count Sherriff Department attached dock, see L-95-S-5320. Located: Spokane River, AIN 135604, Parcel P4200008002A, Lot 1&2, Block 8, Heirs of Margaret Post Estates Addition; Section 03, Township 50 North, Range 05 West; Boise Meridian; Kootenai County.

1. All applicable provisions of the Rules for Regulation of Beds, Waters, and Airspace over Navigable Lakes and Streams in the State of Idaho are incorporated herein by reference and made a part hereof.
2. Construction will follow details and specifications shown on the approved drawings and data provided by the applicant. Should such information and data prove to be materially false, incomplete and/or inaccurate, this authorization may be modified, suspended, or revoked in accordance with the Administrative Procedures Act, Idaho Code Title 67, Chapter 52.
3. This permit does not convey the State's title to nor jurisdiction or management of lands lying below the natural or ordinary high water mark.
4. Acceptance of this permit constitutes permission by the Permittee for representatives of the Department of Lands to come upon Permittee's property at all reasonable times to inspect the encroachment authorized by this permit.
5. The Permittee shall indemnify, defend and save harmless, the state, its officers, agents and employees from and against any liability, claims, damages, losses, debts, obligations, judgments, expenses or actions, including reasonable attorneys' fees from action related to this permit. If it becomes necessary for the State to defend any action seeking to impose any such liability, Permittee agrees to pay the State all costs of court and attorneys' fees incurred by the State in effecting such defense in addition to all other sums that the State may be called upon to pay by reason of the entry of a judgment against it in the litigation in which such is asserted.
6. ***Idaho Code §58-1306(e) requires recordation of this permit in the records of respective county assessor's office as a condition of this permit.***
7. This permit is not valid until the identification number is displayed on the outermost area of the encroachment.

ENCROACHMENT PERMIT NUMBER L-95-S-3036K

February 18, 2015

Page two

8. **This permit does not relieve the Permittee from obtaining additional local or federal permits as required. In addition, nothing in permit shall excuse a person from obtaining any additional approvals lawfully required by federal, local or other state agencies.**
9. The Permittee or operator shall have a copy of this permit available on site for inspection at all times during construction.
10. Construction barges and other equipment or watercraft shall not be grounded on the lakebed for stability.
11. No demolition debris shall be allowed to fall to the lakebed or be dragged to shore. Demolition debris shall be disposed of at an approved upland location.
12. Piles shall be driven with noise reduction devices.
13. Permittee is responsible for all work done by any contractor. Permittee shall provide contractor with a copy of this permit. Permittee shall ensure any contractor who performs the work is informed of and follows all the terms and conditions of this permit.
14. No equipment, boats, barges or associated machinery shall create petroleum product sheen on the water due to petroleum products handling, use or storage. The operators shall have petroleum absorbent pads on hand and also have the Emergency Response Team phone number, 1-800-632-8000, on hand should there be a release of any kind.
15. White bead foam flotation shall be completely encased in a manner that will maintain the structural integrity of the foam. The encasement shall be resistant to the entry of rodents.
16. In the event a used boat lift is installed, it shall be inspected for invasive species and determined to be free from such species prior to installation. **Permittee shall provide proof of inspection to this office prior to any work waterward of the high water mark.**
17. Permanent slipcovers will not be permitted. For single-family encroachments a fabric canopy (**canopy top only, no sides are authorized by this permit**) of a color which blends with the surrounding uplands is acceptable. These colors shall be shades of browns or greens. However, bright carnival blue color is reserved for use by commercial marinas.
18. **This permit supersedes and voids any permit previously issued for this property.**
19. Construction materials shall be natural or pressure treated utilizing only those preservative chemicals registered for the specific uses by the U.S. Environmental Protection Agency (EPA). All treated wood materials shall be produced in compliance with "Best Management Practices (BMPs) For the Use of Treated Wood in Aquatic Environments" issued by the Western Wood Preservers Institute (WWPI), July 1996. Treated materials not in contact with the water shall be completely dry before use near navigable waters. **Contact Idaho Department of Environmental Quality at (208)769-1422 for information on acceptable treatment methods and materials.**

ENCROACHMENT PERMIT NUMBER L-95-S-3036K

February 18, 2015

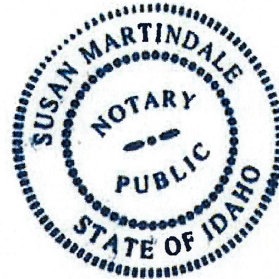
Page three

20. This permit in no way authorizes any portion of the bulkhead to be located waterward of the artificial high water mark.
21. Location of the bulkhead must be as specified in the attached site plan.
22. Encroachment shall not extend further south than present dock location.
23. An IDL encroachment permit must be obtained before construction begins.
24. All construction material including maintenance material must be stockpiled landward of the ordinary high water mark.
25. Kootenai County has advised the Department that any alteration within the 25 foot shoreline protection buffer may need to comply with the Site Disturbance Ordinance of Kootenai County. It is the permittees's responsibility contact Kootenai County Community Development and comply with their requirements.
26. Location of this dock must be placed as specified in the site plan.
27. Location of this material must be placed as specified in the site plan.
28. The Permittee shall maintain the structure or work authorized herein in a good and safe condition and in accordance with the plans and drawings attached hereto.
29. All construction will be done according to the specifications detailed in the attached design plan.
30. This permit is issued contingent upon the Permittee's agreement to enter into a sovereign land lease when notified by the director that a lease is necessary to occupy state-owned lake or riverbeds. The lease will be consistent with other sovereign land leases and policy adopted by the State Board of Land Commissioners.
31. All wood and/or plastic chips and other construction waste shall be removed from the lake upon completion of project.
32. If any excavation or pile driving occurs the operator must comply with the provisions of the Underground Facilities Damage Prevention Law (title 55, chapters 2201-2210, Idaho Code). The one-call locator service number is 811.

UPON TRANSFER OF THIS REAL PROPERTY, YOU ARE REQUIRED TO NOTIFY THIS
OFFICE OF THE SUBSEQUENT NAME CHANGE (SEE ENCLOSURE).

FOR THE DIRECTOR

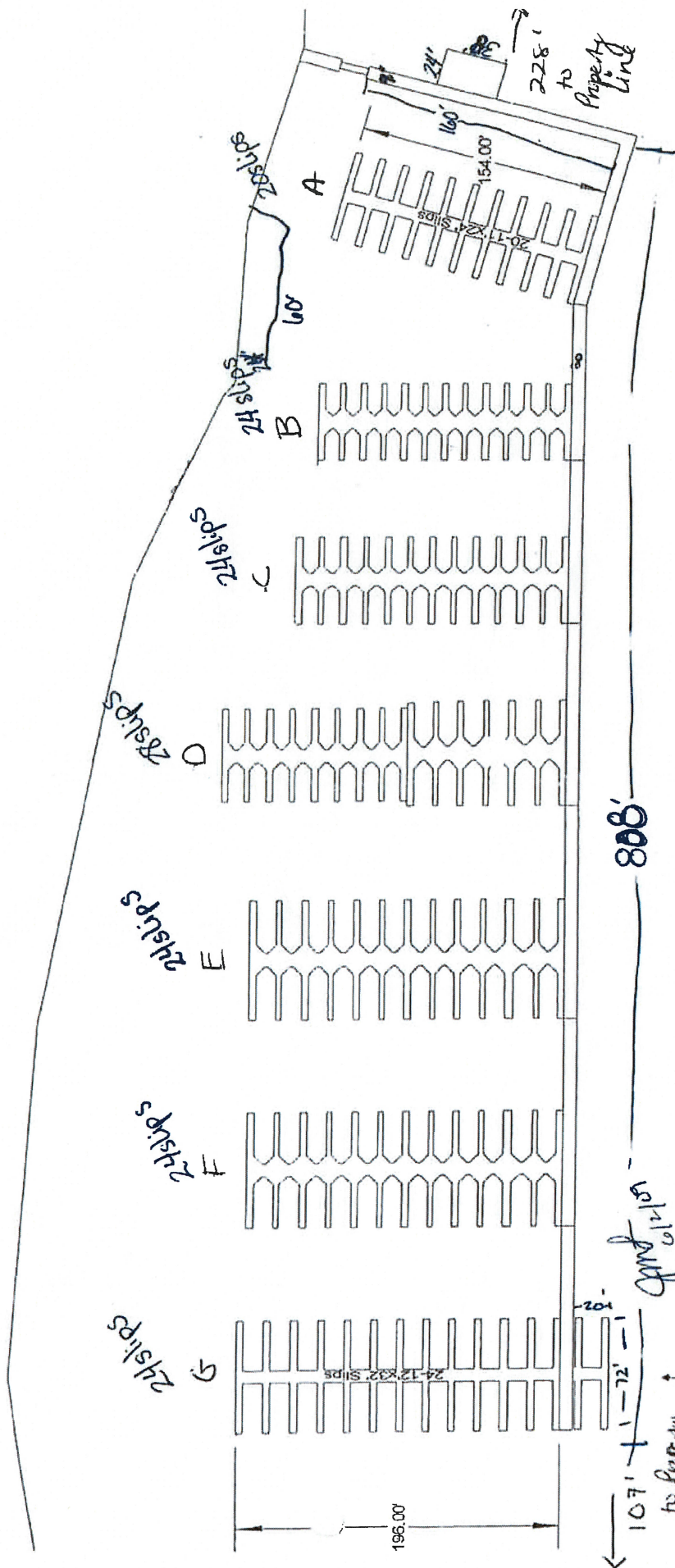
By: Amidy Fuson
Amidy Fuson,
Lands Resource Specialist, Lands & Waterways



STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

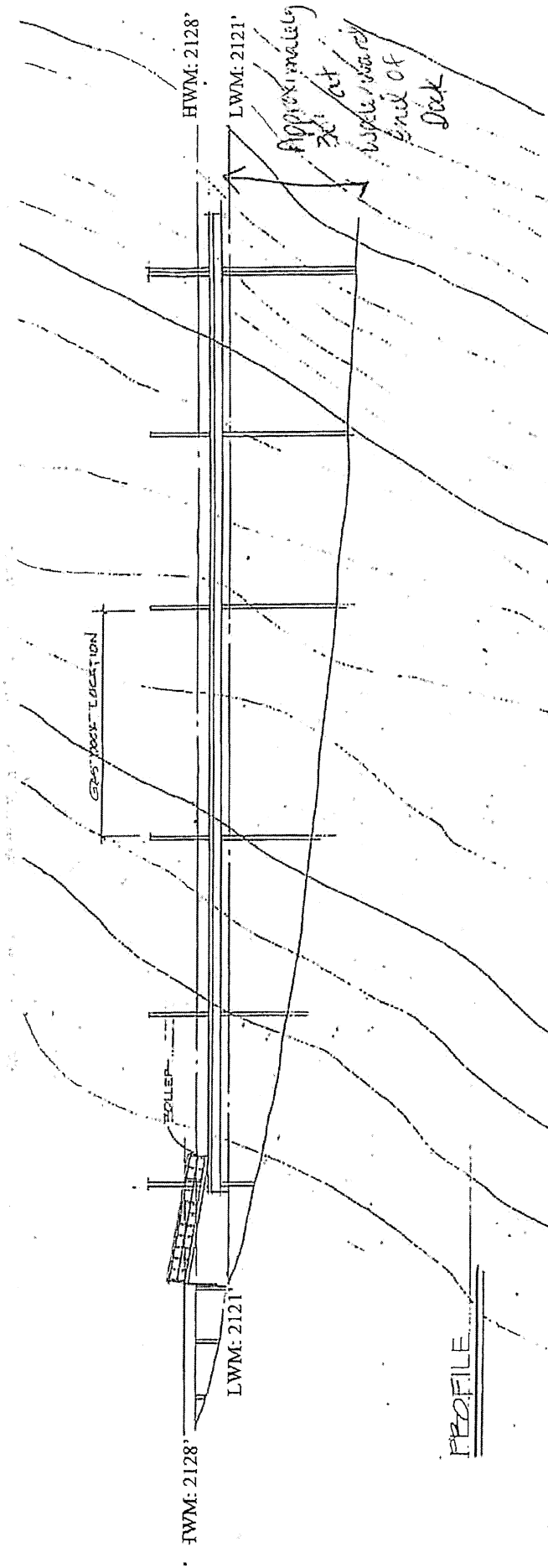
On February 18, 2015, personally appeared before me Amidy Fuson, whose identity is personally known to me and who by me duly affirmed that he is the Lands Resource Specialist, Navigable Waters of the Idaho Department of Lands, and acknowledged that the foregoing document was signed by him in behalf of said state agency by authority of a Resolution of the State Land Board.

Susan Martindale
Notary Public for Idaho Department of Lands
My commission expires on 6/17/2016



Total - 168 slips

TEMPLIN'S MARINA
2009



attachment A.

PROFILE OF ORIGINAL MARINA

Profile of expansion will be the same

MICA
SUPERVISORY AREA
3258 W. Industrial Loop
Coeur d'Alene, ID 83815
Phone (208) 769-1577



DUSTIN T. MILLER, DIRECTOR
EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF LAND COMMISSIONERS
Brad Little, Governor
Phil McGrane, Secretary of State
Raúl R. Labrador, Attorney General
Brandon D Woolf, State Controller
Debbie Critchfield, Sup't of Public Instruction

September 25, 2024

The Coeur d'Alene Press
Attention: Legals
P.O. Box 7000
Coeur d'Alene, ID 83816

Re: Legal Notice of Application – L95S3036N

Enclosed is a notice of application. Please publish this as a legal advertisement for two consecutive weeks as soon as possible.

Upon completion, please provide a tear sheet for the 2nd publication, an affidavit of publication, and statement of cost.

Thank you. Your help in this matter is greatly appreciated.

Sincerely,

Amidy Fuson, Lands Resource Specialist Sr.,
Navigable Waterways

Enclosure

NOTICE OF APPLICATION

Pursuant to Section 58-104(9) and 58-1301, et seq., Idaho Code (The Lake Protection Act) and rules of the State Board of Land Commissioners, notice is hereby given that 414 PF Hospitality LLC made application to expand commercial marina having some private moorage, reconfigure existing fuel lines with two new dispensaries, and build a new ship store on the Spokane River. Located adjacent to Tax # 5846, 5847, Heirs of Margaret Post Estate in TR 2 Blk 8, Post Falls; Sections 03, Township 50 North, Range 05 West; B.M., in Kootenai County.

Written objections to or requests for hearing in this matter must be on file with the Idaho Department of Lands, 3258 W. Industrial Loop, Coeur d'Alene, ID 83815 within thirty (30) days after the first appearance of this notice. Specific information regarding this application may be obtained from Amidy Fuson, Lands Resource Specialist - Navigable Waters, at the above address or by calling (208) 769-1577.

/S/

Andrew Smyth, Area Manager of Mica
Idaho Department of Lands

BEFORE THE IDAHO DEPARTMENT OF LANDS

In the Matter of Application to Permit the)	AGCY. CASE NO. PH-2024-NAV-22-004
Expansion of a Commercial Marina,)	
Reconfigure Existing Fuel Lines, and Build)	OAH Case No. 24-320-09
a New Ship Store on Spokane River,)	
)	NOTICE OF SCHEDULING
414 PF Hospitality, LLC.)	CONFERENCE
)	
Applicant.)	
_____)	

Please take notice that Administrative Law Judge (ALJ) Merritt Dublin, the designated Hearing Officer in the above-entitled action, will call this matter for a scheduling videoconference on **Thursday, November 21, 2024, at 3:00 Mountain Time**, or as soon thereafter as the parties may be heard. The parties will be sent a Zoom link for this conference contemporaneously with this notice.

The scheduling conference will be informal, and the purpose of the conference will be to:

1. Identify or simplify the issues in the case;
2. Determine if there are any areas of agreement between the parties;
3. Discuss the number and type of documents and witnesses each party intends to use and/or call if a hearing needs to be held;
4. Discuss any other procedural or evidentiary matters relevant to this case which may tend to expedite or clarify this case; and
5. Determine a hearing date, if necessary.

Should any party or counsel require special accommodations pursuant to the Americans with Disabilities Act, they must notify the Hearing Officer of such request on or before September 10, 2024.

Please take notice that pursuant to Idaho Rule of Administrative Procedure 425 (IDAPA 62.01.01.425) and Section 67-5242(4), Idaho Code, **DEFAULT MAY BE ENTERED AS FOLLOWS:**

If a party fails to attend any stage of a contested case, the presiding officer may serve upon all parties notice of a proposed default order. The notice shall include a statement of the grounds for the proposed order. Within seven (7) days after service of the proposed order, the party against whom it was issued may file a written petition requesting the proposed order to be vacated. The petition shall state the grounds relied upon. The presiding officer shall either issue or vacate the default order promptly after the expiration of the time within which the party may file a petition. If the presiding officer issues a default order, the officer shall conduct any further proceedings necessary to complete the adjudication without the participation of the party in default and shall determine all issues in the adjudication, including those affecting the defaulting party.

DATED November 20, 2024.

OFFICE OF ADMINISTRATIVE HEARINGS

/s/ Merritt Dublin

Merritt Dublin

Administrative Law Judge

CERTIFICATE OF MAILING

I hereby certify that on this 20th day of November, 2024, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

414 PF Hospitality, LLC
Mitch Alhadeff
6710 E. Camelback Rd.
Scottsdale, AZ 85251
(480) 315-9595
Applicant

☐ U.S. Mail, postage prepaid
☒ Email: mitch@bridgerlp.com

Stancraft
Scott Hislop
Kinzie. Ridgewell
2936 W. Dakota Ave.
Hayden, ID 83835
(208) 415-2180
Applicant's Agents

☐ U.S. Mail, postage prepaid
☒ Email: scott.h@stancraft.com
kinzie.r@stancraft.com

John Richards
Idaho Department of Lands
300 N. 6th Street
Boise, ID 83720
(208) 334-0200
General Counsel for IDL

☐ U.S. Mail, postage prepaid
☒ Email: jrichards@idl.idaho.gov

Marde Messinger
Idaho Department of Lands
300 N. 6th Street
Boise, ID 83720
(208) 334-0200
IDL Lands Program Manager

☐ U.S. Mail, postage prepaid
☒ Email: mmessinger@idl.idaho.gov

Kourtney Romine
Idaho Department of Lands
PO Box 83720
Boise ID 83720-0050
(208) 334-0200
IDL Workflow Coordinator

☐ U.S. Mail, postage prepaid
☒ Email: kromine@idl.idaho.gov

Merritt Dublin
Office of Administrative Hearings
P.O. Box 83720
Boise, ID 83720-0104
(208) 605-4300
Hearing Officer

☐ U.S. Mail, postage prepaid
☒ Email: merritt.dublin@oah.idaho.gov

NOTICE OF SCHEDULING CONFERENCE

AGCY. CASE NO.: PH-2024-NAV-22-004/OAH Case No. 24-320-09 - 3

APP-004-03

OAH
General Government Division
P.O. Box 83720
Boise, ID 83720-0104
Located at: 350 N. 9th., Suite 300
(208) 605-4300

☐ U.S. Mail, postage prepaid
☒ Email: filings@oah.idaho.gov

Scott and Sheryl Scofield
11927 W. Span Way Rd.
Post Falls, ID 83854
Objectors

☐ U.S. Mail, postage prepaid
☒ Email: Sherichic91@gmail.com

Jose Jara
325 Simonsen Rd
Post Falls, ID 83854
909-648-4235
Objector

☒ U.S. Mail, postage prepaid
☐ Email:

Dick Teich
12155 W Span Way Rd
Post Falls, ID 83854
208-651-4336
Objector

☒ U.S. Mail, postage prepaid
☐ Email:

/s/ Merritt Dublin
Merritt Dublin
Office of Administrative Hearings

BEFORE THE IDAHO DEPARTMENT OF LANDS

In the Matter of Application to Permit the)	AGCY. CASE NO. PH-2024-NAV-22-004
Expansion of a Commercial Marina,)	
Reconfigure Existing Fuel Lines, and Build)	OAH Case No. 24-320-09
a New Ship Store on Spokane River,)	
)	AMENDED SCHEDULING ORDER
414 PF Hospitality, LLC.)	
)	
Applicant.)	
_____)	

Hearing Officer Merritt Dublin conducted a scheduling videoconference on November 21, 2024. Appearances were made by Scott Hislop, counsel for Stancraft Companies and acting agent for Applicant 414 PF Hospitality, LLC in this matter; Idaho Department of Lands (IDL) General Counsel John Richards; and IDL representatives, Mike Ahmer, Marde Messinger, and Rachel King. Appearances were also made by objectors Scott and Scheryl Scofield. During the scheduling conference, the parties agreed upon the date of December 18 for the public hearing. However, the facility chosen to accommodate the number of individuals suggested by the Scofields will attend the public hearing was not available on that date. The parties agreed to the alternative date of **December 19**. Based on the parties' agreements,

IT IS HEREBY ORDERED that the following deadlines and procedures will govern this matter going forward:

1. On or before **December 9, 2024**, the parties will file with the Hearing Officer and serve upon the opposing party:
 - a) A prehearing statement, the prehearing statement should summarize facts and law the parties intend to rely on at the hearing.
 - b) A disclosure of witnesses, by name, address, and telephone number, who will testify at the final hearing in this matter, including expert witnesses, along with a summary of the anticipated testimony of each witness; and

- c) An exhibit list of all documents, drawings, photographs, or other demonstrative evidence to be considered at the hearing; and
- d) A copy of its proposed exhibits with IDL's exhibits numbered as follows: "IDL-01," "IDL-02," "IDL-03," etc. and Applicant's exhibits numbered as follows: "414 PF-01," "414 PF-02," "414 PF-03," etc.

2. **A remote Prehearing Conference will be held via Zoom on December 13, 2024, 9:00 a.m. Pacific Time/10:00 a.m. Mountain Time.** The purpose of this conference is to discuss all prehearing matters, including objections, stipulations, narrowing of issues, burden of proof, and any other preliminary matters that need to be addressed prior to the hearing. A Zoom hearing link will be sent contemporaneously with this order and will be included by IDL in the public notice of hearing.

3. **A one-day, in-person evidentiary hearing is scheduled for Thursday, December 19, 2024, in the auditorium of Coeur d'Alene High School.** Coeur d'Alene High School is located at 5530 N. 4th Street, Coeur d'Alene, Idaho 83815. The evidentiary hearing will commence at 4:00 p.m. Pacific Time and conclude at 8:00 p.m. Pacific Time. A Zoom link will be available for remote viewing. Time limits for individual public comments may be set depending on the number of individuals who wish to testify.

4. A site visit, if necessary, will take place on **Friday, December 20, 2024, at 10:00 a.m. Pacific Time.**

5. The public may submit comment through the **close of business on Friday, December 27, 2024.**

6. To "file" and "serve" their documents, the parties may email them to all other parties at the addresses listed in the attached Certificate of Service before any deadline, with a copy to merritt.dublin@oah.idaho.gov and filings@oah.idaho.gov.

7. The Hearing Officer will arrange for a court reporter. The cost of the court reporter appearance fee will be borne by the Idaho Department of Lands. If any party or participant requests

a copy of the transcript, that party or participant will bear the cost of such transcript. If all parties request a copy of the transcript, the cost of a transcript will be borne equally by the parties. If the Hearing Officer requests a copy of the transcript, the cost of the transcript will be borne equally by the parties. In addition, the hearing will be recorded via Zoom or some other recording device.

8. Should any party or their counsel require special accommodations pursuant to the Americans with Disabilities Act, the Hearing Officer shall be notified of such request at or before the time of the prehearing conference.

NOTICE AND REMINDER: The Hearing Officer shall not be contacted by either party *ex parte*. To schedule a status conference to address any case matters, the parties are directed to first confer about agreed-to dates and times, and then to contact Merritt Dublin at merritt.dublin@oah.idaho.gov with a copy to filings@oah.idaho.gov to schedule a status conference.

DATED: November 25, 2024.

OFFICE OF ADMINISTRATIVE HEARINGS

/s/ Merritt Dublin

Merritt Dublin
Administrative Law Judge

CERTIFICATE OF MAILING

I hereby certify that on this 25th day of November, 2024, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

414 PF Hospitality, LLC
Mitch Alhadeff
6710 E. Camelback Rd.
Scottsdale, AZ 85251
(480) 315-9595
Applicant

☐ U.S. Mail, postage prepaid
☒ Email: mitch@bridgerlp.com

Stancraft
Scott Hislop
Kenzie Ridgewell
2936 W. Dakota Ave.
Hayden, ID 83835
(208) 818-6584
Applicant's Agent

☐ U.S. Mail, postage prepaid
☒ Email: scott.h@stancraft.com
kinzie.r@stancraft.com

John Richards
Idaho Department of Lands
300 N. 6th Street
Boise, ID 83720
(208) 334-0200
General Counsel for IDL

☐ U.S. Mail, postage prepaid
☒ Email: jrichards@idl.idaho.gov

Marde Messinger
Mike Ahmer
Rachel King
Idaho Department of Lands
300 N. 6th Street
Boise, ID 83720
(208) 334-0200
IDL

☐ U.S. Mail, postage prepaid
☒ Email: mmessinger@idl.idaho.gov
mahmer@idl.idaho.gov
rking@idl.idaho.gov

Kourtney Romine
Idaho Department of Lands
PO Box 83720
Boise ID 83720-0050
(208) 334-0200
IDL Workflow Coordinator

☐ U.S. Mail, postage prepaid
☒ Email: kromine@idl.idaho.gov

OAH
General Government Division
P.O. Box 83720
Boise, ID 83720-0104
Located at: 350 N. 9th., Suite 300
(208) 605-4300

☐ U.S. Mail, postage prepaid
☒ Email: filings@oah.idaho.gov

///

SCHEDULING ORDER

AGCY. CASE NO.: PH-2024-NAV-22-004/OAH Case No. 24-320-09 - 4

APP-005-04

Scott and Sheryl Scofield
11927 W. Span Way Rd.
Post Falls, ID 83854
Objectors

☐ U.S. Mail, postage prepaid
☒ Email: Sherichic91@gmail.com

Jose Jara
325 Simonsen Rd
Post Falls, ID 83854
909-648-4235
Objector

☒ U.S. Mail, postage prepaid
☐ Email:

Dick Tyke
12155 W Span Way Rd
Post Falls, ID 83854
208-651-4336
Objector

☒ U.S. Mail, postage prepaid
☒ Email: rttyke1200@yahoo.com

/s/ Merritt Dublin
Office of Administrative Hearings



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. B220092 unto the following:

Individual or Family Trust Name:

Last _____
First _____
Middle _____
DBA: _____

Business or Entity Name:

414 PF Hospitality, LLC, a Delaware limited liability company

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

ADDRESS OF RECORD (FOR ALL CORRESPONDENCE) AND CONTACT INFORMATION

Street: 555 Bryant Street, Suite #601
PO Box: _____
City: Palo Alto
State: California
Zip +4: 94301
Country: USA
Attention: Mitch Alhadeff
Title: Authorized Signatory

Business: 414 PF Hospitality, LLC

Contact Name: Mitch Alhadeff

Fax: _____

Contact Name: _____

Home: _____

Contact Name: _____

Cell Area Code/Phone#: (310) 595 - 4563

Contact Name: _____

Email Address(es): mitch@bridgerlp.com

- ☒ 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.

May 17, 2024

Date

Member

Current Instrument Holder/Designated Agent

Postfalls Hotels LLC

Company Name (if applicable)

Date

Current Instrument Holder/Designated Agent

Company Name (if applicable)

STATE OF _____)

County of _____) ss.

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

By: 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.

May 17, 2024

Date

Authorized Signatory

New Instrument Holder/Designated Agent

414 PF Hospitality, LLC, a Delaware limited liability company

Company Name (if applicable)

Date

New Instrument Holder/Designated Agent

Company Name (if applicable)

STATE OF WASHINGTON)

County of King) ss.

Subscribed and sworn to before me this 15th day of MAY, 2024.

Notary Public
My Commission Expires: MAY 18th 2027

DOMINIQUE A MUNDREY
Notary Public
State of Washington
Commission # 23018493
My Comm. Expires May 18, 2027

Instrument No. B220092

Fee \$ 200

Area Office Use Only

Area Manager 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. B220092 unto the following:

Individual or Family Trust Name:

Last _____
First _____
Middle _____
DBA: _____

Business or Entity Name:

414 PF Hospitality, LLC, a Delaware limited liability company

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

ADDRESS OF RECORD (FOR ALL CORRESPONDENCE) AND CONTACT INFORMATION

Street: 555 Bryant Street, Suite #601
PO Box: _____
City: Palo Alto
State: California
Zip +4: 94301
Country: USA
Attention: Mitch Alhadeff
Title: Authorized Signatory

Business: 414 PF Hospitality, LLC
Contact Name: Mitch Alhadeff
Fax: _____
Contact Name: _____
Home: _____
Contact Name: _____
Cell Area Code/Phone#: (310) 595 - 4563
Contact Name: _____
Email Address(es): mitch@bridgerlp.com

- ☒ 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.

May 15, 2024
Date _____
Current Instrument Holder/Designated Agent
Date _____
Current Instrument Holder/Designated Agent
STATE OF WASHINGTON)
County of Spokane) ss.

Postfalls Hotels LLC
Company Name (if applicable)
Company Name (if applicable)



Subscribed and sworn to before me this 15th day of May, 2024.

Notary Public
My Commission Expires: 8/20/2027

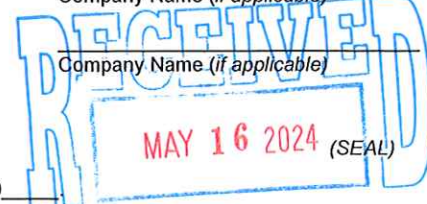
ACCEPTANCE AND ASSUMPTION BY ASSIGNEE

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
Date _____
New Instrument Holder/Designated Agent
STATE OF _____)
County of _____) ss.

414 PF Hospitality, LLC, a Delaware limited liability company
Company Name (if applicable)

Company Name (if applicable)



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

Notary Public
My Commission Expires: _____

Instrument No. B220092

Fee \$ 200

Area Office Use Only

Area Manager Signature

Date

CK# 307530

APP-006-02



0005742991

**STATE OF IDAHO***Office of the secretary of state, Phil McGrane***FOREIGN REGISTRATION STATEMENT (LIMITED LIABILITY COMPANY)**

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$100.00

*For Office Use Only***-FILED-**

File #: 0005742991

Date Filed: 5/23/2024 1:22:45 PM

Foreign Registration Statement (Limited Liability Company)

Select one: Standard, Expedited or Same Day Service (see descriptions below) Standard (filing fee \$100)

1. The name this limited liability company will use in Idaho is:

Type of Limited Liability Company

Foreign Limited Liability Company

Entity name

414 PF Hospitality, LLC

414 PF Hospitality, LLC

2. Home Jurisdiction

The jurisdiction of formation is:

DELAWARE

3. The street address of its domestic principal office (if required by the laws of the jurisdiction of formation) is:

Street Address

None

4. The mailing address of its domestic principal office (if required by the laws of the jurisdiction of formation) is:

Mailing Address

None

5. The complete street address of the principal office is:

Principal Office Address

2936 WEST DAKOTA AVENUE
HAYDEN, ID 83835

6. The mailing address of the principal office is:

Mailing Address

2936 W DAKOTA AVE
HAYDEN, ID 83835-5017

7. Registered Agent Name and Address

Registered Agent

C T CORPORATION SYSTEM
Commercial Registered Agent

Physical Address

1555 W SHORELINE DR
STE 100
BOISE, ID 83702

Mailing Address

1555 W SHORELINE DR
STE 100
BOISE, ID 83702☒ I affirm that the registered agent appointed has consented to serve as registered agent for this entity.

8. Governors

Name	Title	Address
Mitchell Alhadeff	Member	MITCHELL ALHADEFF 555 BRYANT ST PMB 601 PALO ALTO, CA 94301-1704

Signature of individual authorized by the entity to sign:

Mitchell Alhadeff

Sign Here

05/23/2024

Date

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "414 PF HOSPITALITY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SECOND DAY OF MAY, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "414 PF HOSPITALITY, LLC" WAS FORMED ON THE TWENTY-SIXTH DAY OF APRIL, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



3544671 8300

SR# 20242361480

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 203536028

Date: 05-22-24



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 \$ 9,250,000 dollars paid for the instrument, improvements and/or personal property, with the amount of \$ 7,700,000 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. B220092 unto the following:

Individual or Family Trust Name:	Business or Entity Name:
Last _____	Postfalls Hotels LLC
First _____	
Middle _____	Business or Entity Registration No. (or proof of pending application)
DBA: _____	W197124

ADDRESS OF RECORD (FOR ALL CORRESPONDENCE) AND CONTACT INFORMATION

Street: 41 N. Legend Tree Drive	Business: Postfalls Hotels LLC
PO Box: _____	Contact Name: Sanjeev Amin
City: Liberty Lake	Fax: _____
State: Washington	Contact Name: _____
Zip +4: 99019	Home: 916-284-5219
Country: USA	Contact Name: _____
Attention: Sanjeev Amin	Cell Area Code/Phone#: _____
Title: Managing Member	Contact Name: _____
	Email Address(es): _____

- ☒ Assign **Encroachment** (Attachment A not required).
☐ Assign an interest in **all lands** within Instrument (Attachment A not required).
☐ Assign an interest in **only part of the lands** in the Instrument. (Attachment A required for lands remaining and lands being removed)

ACCEPTANCE AND ASSUMPTION 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.

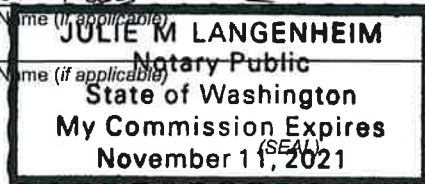
Date May 10, 2018 TLEUP

 Current Instrument Holder/Designated Agent

Date _____ Post Falls LLC

 Company Name (if applicable)

STATE OF WA
 County of SPOKANE ss.



Subscribed and sworn to before me this 10th day of May, 2018.

Notary Public

My Commission Expires: 11/11/2021

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 \$ 9,250,000 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 5-9-18 Sanjeev Amin

 New Instrument Holder/Designated Agent

Date _____ Postfalls Hotels LLC

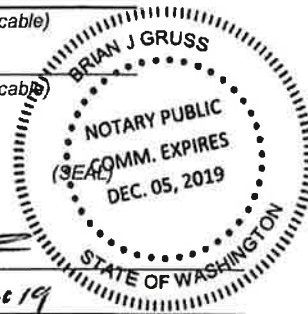
 Company Name (if applicable)

STATE OF Washington
 County of SPOKANE ss.

Subscribed and sworn to before me this 09 day of may, 2018.

Notary Public

My Commission Expires: 12-5-2019



Instrument No. <u>B220092</u>	Area Office Use Only	Fee \$ <u>150.00</u>	<u>WA</u>	Date <u>7.11.21</u>
		Area Manager Signature		



SUBMERGED LANDS LEASE
Lease No. B220092
RL POST FALLS, LLC

SUMMARY OF LEASE PROVISIONS:

To the extent that this summary of lease provisions conflicts with actual lease provisions and all attachments thereto, the lease provisions and its attachments shall govern.

Lessor: STATE OF IDAHO
By and through the State Board of Land Commissioners
300 North 6th Street, Suite 103
PO Box 83720
Boise ID 83720-0050

Lessee: RL Post Falls, LLC
Attn: Julie Langenheim
201 W North River Drive, #100
Spokane, WA 99201

Lease Term: Commencement Date: January 1, 2018
Expiration Date: December 31, 2027

Use of Leased Premises and Rent: Total annual rent is **SEVEN HUNDRED AND FIFTY dollars (\$750.00)** and is due by January 1st of each year. In addition, during a given year, if the annual gross receipts rent for a particular use, as calculated in *Section 1. B. Gross Receipts Rent and Report of the Lease Provisions* is greater than the base rent for that use; additional rent is due by April 1st of the ensuing year.

Use	Annual Rent	Gross Receipts Rent Percentage
Store	\$250.00	1%
Commercial Marina	\$250.00	3.75%
Swim Area	\$250.00	
Total Annual Rent	\$750.00	

Rent terms are more particularly described in Section 1. Rent of the Lease Provisions and use terms are more particularly described in Section 2. Use of Premises of the Lease Provisions.

Legal Description of Leased Premises: The LESSOR does hereby lease and demise unto the LESSEE, at the rate and for the use specified in Sections 1 and 2 of the Lease Provisions, the lands described in Attachments A and B and as set forth in Encroachment Permit: **L-95-S-3036**, located at **SPOKANE RIVER** in the county of **KOOTENAI, State of Idaho** for the use(s) specified herein.

Liability Insurance: **\$1,000,000** per occurrence, **\$2,000,000** aggregate Commercial General Liability Insurance
Property insurance
Workers compensation and employer's liability insurance

Insurance terms are more particularly described in Section 3. Insurance of the Lease Provisions.

Special Terms and Conditions None.

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

PAID

LEASE PROVISIONS

1. Rent.

Lessee shall pay the 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 the Lessor or as otherwise directed by the Lessor in writing.

- A. Rent for **Swim Area**. Annual rent for **Swim Area** shall be **TWO HUNDRED AND FIFTY DOLLARS (\$250.00)**, due on or before January 1 of each successive year.
- B. Rent for **Store**. Annual rent for **Store** shall be a base of **TWO HUNDRED AND FIFTY dollars (\$250.00)**, due on or before January 1 of each successive year. During a given year, if the annual gross receipts as calculated below is greater than the base rent of **\$250.00**, then additional rent is due for that year and payable by April 1.
- C. Rent for **Commercial Marina**. Annual rent for **Commercial Marina** shall be a base of **TWO HUNDRED AND FIFTY dollars (\$250.00)**, due on or before January 1 of each successive year. During a given year, if the annual gross receipts as calculated below is greater than the base rent of **\$250.00**, then additional rent is due for that year and payable by April 1.
- D. Gross Receipts Rent and Report. Gross receipts rent and report shall apply to **Store and Commercial Marina** only. On the form provided by IDL, Lessee shall identify total annual (January 1 through December 31) gross receipts and calculate gross receipts rent for each use. This report shall be submitted to IDL by April 1 of the following year. If gross receipts rent is less than the base rent, no gross receipts rent shall be due. If gross receipts rent exceeds base rent, the amount in excess of base rent shall be submitted to IDL by April 1. Failure to provide the gross receipts report and any gross receipts rent due to IDL by April 1 shall be a breach under Term 15 of this lease.
 - i. **Store**. Lessee shall calculate gross receipts rent by multiplying annual gross receipts by the gross receipts rent percentage, **ONE PERCENT (1%)**.
 - ii. **Commercial Marina**. Lessee shall calculate gross receipts rent by multiplying annual gross receipts by the gross receipts rent percentage, **THREE AND SEVENTY-FIVE HUNDREDTHS PERCENT (3.75%)**.
- E. Annual Rent Subject to Modification. Lessor reserves the right to increase or decrease the annual rent to be paid by the Lessee. The increase or decrease for the year shall be effective as of January 1 and payable by January 1. Lessor shall provide Lessee written notification one hundred and eighty (180) calendar days prior to the change in the annual Lease rental amount.
- F. Late Payment Charge. In the event any rent due hereunder are not paid in full when due, Lessee shall pay, in addition to such rent a late charge in the first calendar month of such delinquency the amount of Twenty-Five Dollars (\$25.00) or one percent (1%) of the unpaid rent, whichever is greater. For each subsequent calendar month of such delinquency, Lessee shall pay an additional late charge equal to one percent (1%) of the then unpaid delinquency. 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 such late payments and is not intended as a penalty. By assessing this late charge, Lessor does not waive any right to declare a breach or default of this Lease and to pursue any right or remedy available to Lessor by reason of such breach or default, after expiration of any applicable notice or cure period.
- G. Lien. The amount of the unpaid rent, late charge, and interest shall be a lien on the Lessee's improvements and other property on the Leased Premises.

2. Use of Premises.

- A. The Leased Premises shall be used in accordance with Encroachment Permit number **L-95-S-3036** and any successor permit(s) for:
 - i. **Store**.

- ii. **Commercial Marina.**
- iii. **Swim Area.**

- 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 new or change of use requires Lessor's prior written amendment of the Encroachment Permit and prior written adjustment of this Lease.
- D. Lessee agrees to not commit nor permit any damage to or waste upon the Leased Premises or upon any of the improvements thereon, nor permit any unlawful use of the Leased Premises, nor permit any use thereof except for the purposes stated herein.
- E. Lessee shall acquire and maintain all necessary permits and comply with all applicable laws, rules, regulations, or other provisions with the State of Idaho.
- F. When requested by the Lessor, the Lessee will furnish technical information concerning the equipment located on the Leased Premises.
- G. Existing commercial marinas that desire to change their operations and convert some of their moorage to private use must keep at least fifty percent (50%) of their moorage available for use by the general public. This change in operations must be approved by the department through a new encroachment permit prior to implementation of the change. The permit application shall describe, in text and in drawings, which moorage will be public and which moorage will be private.

3. **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.

- 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) per occurrence. 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 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.
- C. **Workers' Compensation.** Lessee shall maintain Workers' Compensation Insurance and Employer's Liability Insurance, together with all other coverages required therefor.
- 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 insurers shall have a Bests' rating

of A- or better, and be 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 the 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.

4. 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 the board commencing upon the expiration of the original Lease or subsequent Leases, provided that the Lessee shall submit an application for renewal by April 30 of the year of expiration of the Lease. Lessee understands and agrees that the 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. Lessor will not consider a lease renewal unless the following conditions have been met:
- i. All rent due has been paid in full;
 - ii. All Lessee gross receipts reporting requirements have been met;
 - iii. Lessee continues to hold a valid Encroachment Permit and has complied 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.

5. Sublease and Assignment.

- 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 take out a mortgage or deed of trust without first obtaining the written consent of Lessor.
- B. **Necessary Forms.** Any request for approval of a sublease, assignment, mortgage, or deed of trust must be in writing, on forms provided by the Lessor and accompanied by a processing fee. Any attempt by Lessee to sublease Lessee's interest in all or any part of the land or all or any part of the Lessee's improvements, or to assign this Lease, or to take out a mortgage or deed of trust, without the prior written consent of Lessor, shall be void and shall constitute a breach of this Lease.
- C. **Good Standing Required.** No request for Lessor's approval of any assignment or sublease 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.
- D. **Assignment Subject to Terms.** Any assignment shall be subject to all of the terms and provisions of this Lease.

- E. **Specific Transaction Only.** Any consent by Lessor herein contained or hereafter given to any act or assignment, mortgage, pledge, or encumbrance shall be held to apply only to the specific transaction hereby or thereby approved.
- F. **Proof of Assignment.** In cases of assignment due to sale of the 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). In the case of assignment without a sale, appropriate documentation must be provided to the Lessor establishing that the Lease should be assigned. This may include, but not be limited to, a letter from Lessee indicating the transfer of the Lease as a gift; a divorce decree; a copy of will or probate order. Lessor may require additional proof as necessary.
- G. Lessee may sublease, 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 the 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 and perform all of its obligations under this Lease to Lessor.
 - ii. The term of the sublease may not exceed the terms of this Lease.
 - iii. The Lessor is not liable for acts or omissions of the Lessee.
 - iv. The Sublessee will abide by all terms of this Lease.
 - v. The Lessor is not liable for pre-payment, security deposits or other pre-paid charges made to Lessee by sublessees should this Lease be terminated.

The Lessor may impose additional requirements as a condition of approving the sublease request.

6. 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 the Lessee allow the same to be committed thereon. The 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 the 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. The 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. The Lessee shall cooperate with state and other agencies 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 the Lease Provisions, Section 16 herein.

7. 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. The 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 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 or premise 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 as provided by federal, state or local laws, regulation or ordinance of manufacture. 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, or local laws, regulations, or ordinances.

8. No Warranty of Suitability.

- A. No Warranty. Lessee acknowledges that neither the Lessor, nor any agent or designee of the 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 the Lessee. Lessee acknowledges that it has accepted the Leased Premises in an "AS IS CONDITION," and accepts liability for its condition.
- B. Quiet Enjoyment. Lessor agrees that the Lessee, upon payment of the rent and performing the terms of this Lease, may quietly have, hold, and enjoy the Leased Premises during the term hereof.

9. Payment of Taxes and Assessments.

On or before any due dates, the 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.

10. Construction and Improvements.

Construction of Improvements. Lessee may construct improvements upon the Leased Premises under limited circumstances in accordance with the following:

- A. Lessee must first obtain the prior written consent of Lessor or Lessor's Designee.
- B. 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 or Lessor's designee. After the construction plans and plot plan have been approved in writing by the Lessor, construction of the improvements must be in full compliance with all conditions under this Lease and any plans submitted to Lessor.
- C. Liens or Encumbrances. Lessee has no authority to and shall not place a lien or encumber state land or state owned improvements. The Lessee shall not place a lien or encumber the Lease or Lessee owned improvements unless given written consent by the Lessor.
- D. Treatment of Approved Improvements upon Lease expiration without renewal, or termination or default under the Lease.
 - i. Upon expiration without renewal or termination, or default of the Lease, Lessor shall have the right to require Lessee to remove all 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. Upon Lease expiration without renewal, or termination or default under the Lease, Lessor has the right to enter the premises and remove any of the improvements, or otherwise dispose of such improvements, and charge the cost of removal and/or disposal and restoration to Lessee. Lessee shall also be responsible for all collection costs, including legal fees and interest. Lessee shall quietly surrender the Leased Premises to Lessor.
 - iii. Upon Lease expiration without renewal, or termination or default under the Lease, at Lessor's sole option, Lessor reserves the right to purchase such approved improvements from Lessee at market value. Market value is defined in this Lease as "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms for which the specified property rights should sell after reasonable

exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest and assuming that neither is under undue duress."

- iv. If the removal of Lessee improvements has not occurred by the date that the Lease expires or by the date of Lessee default, all rights, title and interest of the 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 the Lessor but not less than thirty (30) days, be deemed to revert to the State of Idaho and shall be considered abandoned in place by the Lessee.

E. Treatment of Non-approved Improvements at any time during the Lease and upon Lease expiration without renewal, or termination, or default under the Lease.

- i. Lessor shall have the right to require Lessee to remove all non-approved improvements placed or caused to be 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. If removal as described above has not occurred by the date that the Lease expires and the Lease has not been renewed, has been terminated, or at the date of the Lessee default, all rights to title and interest of the Lessee to any of the non-approved improvements shall upon thirty (30) days written notice to the Lessee, or at a date determined at the sole discretion of the Lessor, but not less than thirty (30) days, be deemed to revert to the State of Idaho, and shall be considered abandoned in place by the Lessee.
- ii. Any non-approved improvements not removed by the Lessee may be removed by the Lessor at the Lessee's sole cost and expense. Any legal fees and collection costs incurred by the Lessor shall also be the Lessee's responsibility. Lessor has the right to enter the premises and remove any of the improvements, or otherwise dispose of such improvements, and charge the cost of removal and/or disposal and restoration to the Lessee. Lessee shall also be responsible for all collection costs including, but not limited to, legal fees and interest.

11. Relations of the Parties.

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

12. Indemnification.

- A. Lessee shall indemnify, defend, and save harmless the Lessor, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Lessee's acts or omissions under this Agreement or Lessee's failure to comply with any state or federal statute, law, regulation, or rule.
- B. Upon receipt of the 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 the Lessor, to begin fulfilling its obligation to indemnify, defend, and save harmless the 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 the Lessor under this Agreement. However, if it is determined by a final judgment that the Lessor's negligent act or omission is the sole proximate cause of a suit or claim, the Lessor shall not be entitled to indemnification from Lessee with respect to such suit or claim, and the 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 C.
- C. Any legal defense provided by Lessee to the Lessor under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the Lessor is necessary. Any attorney appointed to represent the 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 Sections 67-1401(13) and 67-1409(1).

13. 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 at any reasonable time.

- B. **Audit Rights.** The Lessor shall have the right to audit, in such a manner, and at all reasonable times as it deems appropriate, all activities of the 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 reflect its business. At sole discretion of the Lessor an audit of the Lessee's books or the supporting tax documents that has 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 the Department of Lands. If an audit of gross receipts shows a discrepancy of ten percent (10%) or more, any additional rental owed, and the entire cost of the audit, shall be paid to the Lessor within thirty (30) days of notice to Lessee, as provided herein, unless a written payment plan detailing otherwise is approved by Lessor.

14. Reservations by Lessor.

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

- A. 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 the Lessor.
- B. The right to grant easements over the Leased Premises, providing said easements do not conflict in a material way with the approved improvements installed and maintained or operated by the Lessee upon the Leased Premises.
- C. The right to require that changes are made to the sanitation or other facilities for the protection of public health, safety or preservation of the Leased Premises.
- D. 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.
- E. 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.
- F. Right of ingress and egress over and across the herein described premises for itself and its assigns on existing roads or suitable alternative roads provided by the Lessee.

15. 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 the Lessor or Lessor's designee shall 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 cancellation of the Lease with all permanent improvements thereon in good order and condition. 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.

16. 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 the Lessee's duty to notify Lessor, in writing, of any change in Lessee's mailing address.

17. Waiver.

The waiver by the 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 the Lessor hereunder shall not be construed to be a waiver of any term of this Lease or breach thereof. No payment by the 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.

18. Attorneys' Fees and Costs.

In the event Lessor initiates a legal proceeding of any kind instituted under this Lease or to obtain performance of any kind under this Lease, and Lessor prevails, Lessor 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.

19. 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.

20. Miscellaneous.

- A. **Modification.** The Lease Provisions, excluding the rent adjustments, may be modified only by the prior written consent of the authorized representatives of the 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.

This Lease (including the Summary of Lease Provisions, Lease Provisions, Signature Pages, and all Attachments) is made and entered into by and between the State of Idaho, acting by and through the Lessor, and Lessee.

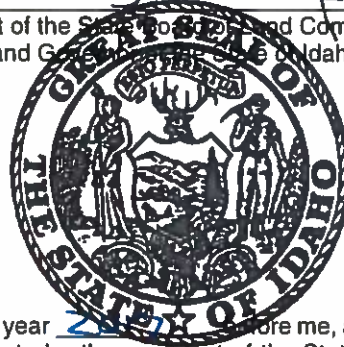
LESSOR SIGNATURES

COUNTERSIGNED: STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

Lawrence E. Denney
Secretary of the State of Idaho

C. L. "Butch" Otter
President of the State Board of Land Commissioners and Governor of the State of Idaho

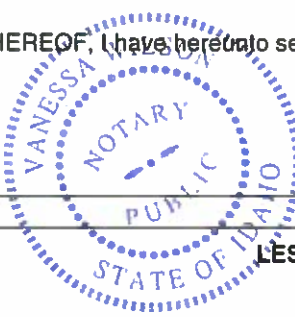
Thomas M. Schultz, Jr.
Director of the Department of Lands



STATE OF IDAHO)
COUNTY OF ADA)

On this 29th day of November, in the year 2017, before me, a Notary Public in and for said State, personally appeared C. L. "Butch" Otter, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Lawrence E. Denney, known to me to be the Secretary of the State of Idaho and Thomas M. Schultz, Jr., known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho 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.



Notary Public: Vanessa Wilson

Commission Expiration: 8-11-2020

LESSEE SIGNATURE(S)

x _____
(Lessee/Company)

x _____
(Lessee/Company)

x By: T. L. E. P.
(Lessee/Company)

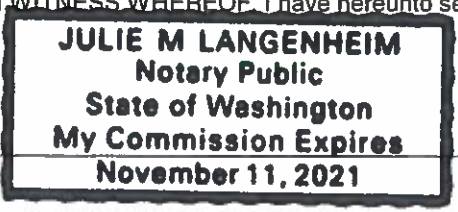
x _____
(Lessee/Company)

STATE OF Washington)
COUNTY OF Spokane)

(SEAL)

On this 15 day of November, in the year 2017, before me Julie Langenheim, a Notary Public, personally appeared Thomas L. McKeirnan, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same.

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



Notary Public: Julie Langenheim

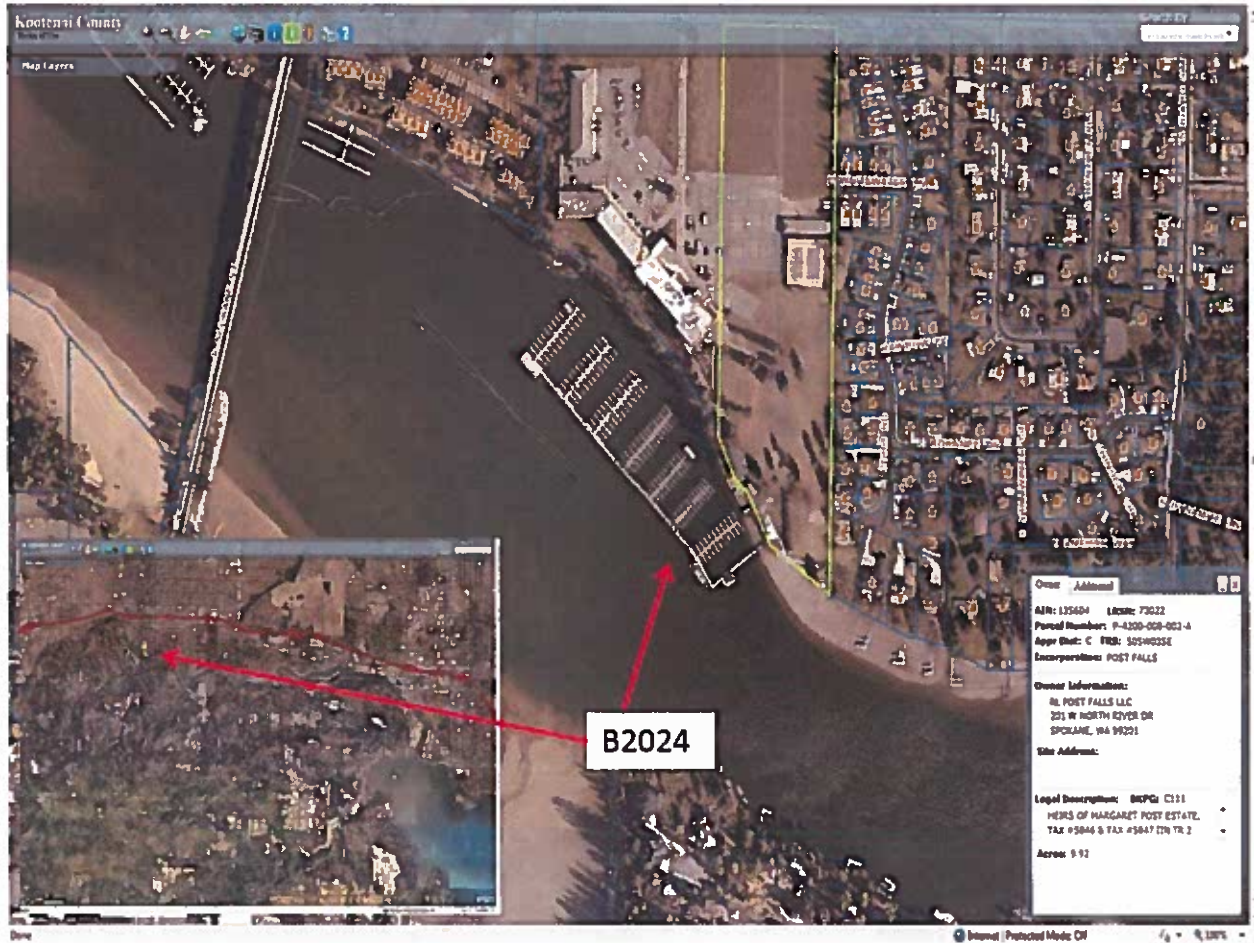
Commission expires: 11/11/2021

ATTACHMENT A

LEGAL DESCRIPTION OF LEASED PREMISES

Instrument Number	Township	Range	Section	Legal Description	County	Endowment	Acres	Navigable Water Name
B220092	50 N	05 W	03	Adjacent to Heirs of Margaret Post Estate, Gov Lot 8, in the Spokane River	Kootenai	GF	4	Spokane River

MAP(S)



RECORDING FEE: \$15.00

DE

AFTER RECORDING, PLEASE RETURN TO:



WHC ATTORNEYS, PLLC
12209 E. Mission Ave., Suite 5
Spokane Valley, WA 99206
(509) 927-9700

DECLARATION OF EASEMENTS
(For Ingress, Egress, Utilities, and Parking)

414 PF HOSPITALITY, LLC, a Delaware Limited Liability Company, whose address is 555 Bryant Street #601, Palo Alto, CA 94301 (hereinafter "Declarant") hereby makes this Declaration for Reciprocal Easements (hereinafter "Declaration").

Declarant owns all the real property, as described in this Declaration. The real property consists of two parcels of land. The purpose of this Declaration is to create an ingress, egress, and utility easement as well as a reciprocal parking agreement for the two parcels owned by Declarant so that future ownership of the land is subject to these easements.

I. RECITALS

- A.** Declarant owns the real property commonly known as 414 E 1st Ave in Post Falls, Idaho. Declarant's real property is split into two separate parcels.
- B.** The first parcel owned by Declarant which is subject to this Declaration is legally described in the attached ***Exhibit A*** (hereinafter referred to as "Parcel A").
- C.** The second parcel owned by Declarant which is subject to this Declaration is legally described in the attached ***Exhibit B*** (hereinafter referred to as "Parcel B").
- D.** Due to a boundary line adjustment, Parcel A has frontage along East 1st Ave.
- E.** Declarant wishes to ensure that Parcel B has access to the public road for ingress, egress, and utilities. Furthermore, Declarant wants to ensure that there is adequate parking upon Parcel A for Parcel B.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for no monetary consideration, Declarant hereby subjects Parcel A and Parcel B to this Declaration

II. DECLARATION OF EASEMENTS FOR INGRESS, EGRESS & UTILITIES

1. Legal Descriptions of Properties: The legal description of Parcel A and Parcel B, are included in the attached ***Exhibit A*** and ***Exhibit B*** and incorporated herein by reference.

2. Declaration of Easement for Ingress, Egress and Utilities (in favor of Parcel B): Declarant hereby reserves, grants and conveys to the owner of Parcel B, its successors and assigns, a nonexclusive easement, twenty-five feet in width, for the right of ingress, egress, and utilities across that portion of Parcel A legally described in the attached ***Exhibit C*** (the "Ingress, Egress and Utilities Easement Area"). The primary purpose of the Ingress, Egress, and Utility Easement Area is to provide access and utilities to and from Parcel B across Parcel A to or from the public right of way (i.e., East 1st Avenue).

3. Declaration of Easement for Existing Utilities (in favor of Parcel B): Declarant hereby reserves, grants and conveys to the owner of Parcel B, its successors and assigns, a nonexclusive easement, ten feet in width centered upon any existing utilities which may run across Parcel A, which serve Parcel B. For purposes of this grant, existing utilities located within the Ingress, Egress, and Utilities Easement Area shall not be covered by this provision.

4. Use: An existing private roadway located within the Ingress, Egress and Utilities Easement Area is currently used to access both Parcel A and Parcel B. The owners of Parcel A and Parcel B shall use and maintain the Ingress, Egress and Utilities Easement Area in a manner to preserve and protect the private roadway. Any owner who damages the private roadway shall promptly repair the damage caused at said owner's sole expense. No party to this Declaration may erect, maintain, place, or leave any obstruction, fence, gate, excavation, or barricade of any nature whatsoever within the Ingress, Egress and Utilities Easement Area. The Ingress, Egress and Utilities Easement Area is to be maintained in a free open condition allowing unimpeded vehicular and pedestrian access to and from the respective properties to or from E 1st Avenue. Temporary and reasonable closures of portions of said Ingress, Egress and Utilities Easement Area shall be permitted during installation and repair of utilities, as well as resurfacing of the roadway's surface. The owners of Parcel A and Parcel B shall work together to limit any such closures.

5. Installation of Utilities: The owners of Parcel A and Parcel B, are authorized to install underground utilities within the Ingress, Egress and Utilities Easement Area. Any party installing, maintaining, repairing, and using utilities in the easement area shall do so at said party's sole expense and use quality durable construction materials in compliance with all county/city codes and ordinances. Said party shall repair, rebuild, reconstruct, and maintain the road surface and any nearby landscaping or improvements to its condition that existed prior to the utility installation.

6. Possible Expansion of Easement: Declarant reserves all rights for the owner of Parcel A to dedicate the Ingress, Egress and Utilities Easement Area to the City of Post Falls to become a public street. Declarant reserves all rights to the owner of Parcel B to expand and surcharge the use of said easement. As such, any future development of said Parcel B is expressly

contemplated by this Declaration and shall not be deemed an unlawful tax or unlawful expansion of the scope of the easement. While the Owner of Parcel B shall have the right to expand the use of the easements, the owner of Parcel B may not expand or enlarge the physical width of the Ingress, Egress and Utilities Easement Area. Said rights to dedicate or expand are discretionary on the part of Declarant and its successors in interest. Nothing herein shall be construed as a current public dedication of the Ingress, Egress and Utilities Easement Area.

7. Maintenance of Easement. The owners of Parcel A and Parcel B shall maintain the driveway easement in a neat, clean, and first-class condition by liberally and regularly conducting routine maintenance and repairs to always maintain the easement roadway in a first-class condition. All expenses for the maintenance, cleaning, and repair of the Ingress, Egress and Utilities Easement Area shall be shared by the owners of Parcel A and Parcel B pro rata, based on the square feet of each parcel as that parcel square footage relates to the entirety of both parcels. Notwithstanding the foregoing, any maintenance or repair of private utilities shall be the obligation of the owner of the parcel to whom said utilities serve and each respective owner shall be responsible for any maintenance or repairs necessitated by the negligence of said owner, or their respective invitees or agents.

8. Non-Exclusive Nature of the Easements: The easement rights created in this Declaration are nonexclusive in nature. The owner of Parcel A, its successors and assigns, may use the land within the Ingress, Egress and Utilities Easement Area and the land within the area encumbered as easements for existing utilities, so long as such use does not unreasonably interfere with such easement rights of the owner of Parcel B. As such, the owner of Parcel A shall not build any structures (permanent or temporary) within the Easement Area. The owner of Parcel B, its successors and assigns, shall be permitted to cut down any trees, bushes, and shrubs located in within the Ingress, Egress and Utilities Easement Area or within the area for existing utilities in order to maintain said utilities and right-of-way and shall not be liable for removing the same.

9. Future Development of Parcel A: Declarant reserves all rights for the owner of Parcel A to redevelop Parcel A. If during the redevelopment, the owner of Parcel A wishes to relocate the private roadway or any utilities serving Parcel B which are covered by the easements granted herein, the owner of Parcel A may relocate them at the owner of Parcel A's expense. In the event of any such redevelopment and relocation, the resulting new location of the easements shall continue to have the same width as granted herein and shall be documented in a recorded survey and amendment to this Declaration. When exercising the rights granted under this Paragraph 9, the owner of Parcel A shall reasonably cooperate with the owner of Parcel B to limit any interruptions to access and utility services.

III. DECLARATION OF EASEMENT FOR RECIPROCAL PARKING

10. Reciprocal Parking: The Declarant hereby reserves, grants and conveys to the owners of Parcel A and Parcel B a nonexclusive easement for the passage and parking of vehicles and pedestrian foot traffic within the Parking Easement Area, together with the right to ingress and egress to public rights-of-way. The "Parking Easement Area" refers to the portion of the

Parcel A or Parcel B that are designated by each respective owner as parking lots upon the respective owner's parcel of land. Nothing in this Agreement shall obligate either party to install a specific number of parking stalls or specific design of a parking lot; however, any such parking lot installed shall be covered by the Parking Easement Area. Furthermore, Declarant reserves unto each respective owner of Parcel A and Parcel B the right to redesign their respective parking lots, even if such redesign results in an increase or decrease in parking stalls or square footage; Notwithstanding the foregoing, the owner of Parcel A shall not reduce the number of parking stalls on Parcel A to a number that is no longer sufficient to meet any local, county or state building code minimum requirements, including Idaho Alcohol Beverage Control's minimum parking requirements, to operate a waterfront resort or to lease to a waterfront resort (i.e., hotel with a restaurant that serves alcohol) upon Parcel A and a commercial marina upon Parcel B.

11. Maintenance of Parking Lots: The owners of Parcel A and Parcel B shall be responsible for maintaining, repairing, and updating the paved areas upon their own respective real property. Such maintenance includes but is not limited to cleaning, sweeping, restriping, repainting, and resurfacing the parking lots to maintain a safe and professional environment. All expenses for the maintenance, cleaning, sweeping, restriping, repainting, and resurfacing the parking lots to maintain a safe and professional environment shall be shared by the owners of Parcel A and Parcel B. The cost sharing shall be pro rata, based on the square feet of each parcel as that parcel square footage relates to the entirety of both parcels.

12. Maintenance of Lighting and Landscaping: The owners of Parcel A and Parcel B shall be responsible for maintaining, repairing, and updating the lighting and landscaping immediately adjacent to any paved areas upon their respective real property. Such maintenance includes but is not limited to ensuring adequate lighting and maintaining any sidewalks. All expenses for ensuring adequate lighting and maintaining sidewalks shall be shared by the owners of Parcel A and Parcel B. The cost sharing shall be pro rata, based on the square feet of each parcel as that parcel square footage relates to the entirety of both parcels.

13. Nonexclusive Nature of Reciprocal Parking: The easement rights created in this Declaration are nonexclusive in nature. The owners of Parcel A and Parcel B, including their successors and assigns, may use their land subject to the easement for reciprocal parking so long as such use does not unreasonably interfere with such easement rights. Furthermore, either owner may designate private parking upon their respective properties, provided that the public parking still meets minimum requirements as described above in Paragraph 10 of this Declaration.

IV. TERMS APPLICABLE TO ALL EASEMENTS GRANTED HEREIN

14. Entire Agreement: This Declaration constitutes the entire agreement concerning the easements granted herein and may not be amended, except by a duly executed instrument signed by the owners of Parcel A and Parcel B. Notwithstanding the foregoing, The Owner of Parcel A may still unilaterally exercise its rights under Paragraph 9 to relocate utilities and record a survey and amendment to this Declaration reflecting the new location of said easements.

15. Dispute Resolution. In the event a dispute arises between the owners of Parcel A and Parcel B concerning this Declaration, the parties to the dispute shall first attempt to resolve the dispute through good faith negotiation prior to pursuing any further remedies. Jurisdiction and venue shall be proper in Kootenai County District Court and the substantially prevailing party shall recover its attorney fees and litigation expenses incurred in such action, including but not limited to attorney fees and litigation expenses incurred on any appeal.

16. Ownership. Declarant represents and warrants that it is the sole owner of Parcel A and Parcel B.

17. Waiver of the Doctrine of Merger: Even though Declarant currently owns all property subject to this Declaration, the merger doctrine or similar legal theory based upon Declarant's joint ownership shall not terminate the easements granted herein.


18. Binding Effect. The rights, conditions, and provisions of this Declaration inure to the benefit of and are binding upon the heirs, executors, administrators, successors, and assigns of the owners of Parcel A and Parcel B. This Declaration and the rights and obligations granted herein are appurtenant to the Parcels of land described herein and shall run with the land and are perpetual in duration.

19. Recording. This Declaration shall be recorded with the Kootenai County Recorder's Office.

20. No Rule of Ambiguities. The rule of construing ambiguities against the drafter shall not apply to this Declaration.

This Declaration is made this 1st day of November (month) 2024.

DECLARANT:



414 PF HOSPITALITY, LLC

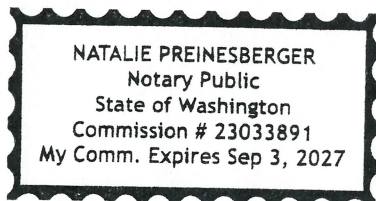
By (print name): Michael Alkadeff

Its: Authorized Agent

STATE OF Washington)
) ss.
County of King)

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on November (month) 1, 2024, Mitchell Alhadeff, the authorized agent of 414 PF HOSPITALITY, LLC, personally appeared before me, to me known to be the individual described in and who executed the within instrument, and acknowledged that they signed and sealed the same as the company's voluntary deed, for the purposes therein mentioned and affirmed on oath that they were the authorized agent of said company

Given under my hand and official seal this 1st day of November (month) 2024.



Natalie Preinesberger
NOTARY PUBLIC for the State of
WA residing at King County
My commission expires: 9/3/27.

Exhibit A

Legal Description of Parcel A

Lot 1 (Tract 1) of the Map of the Heirs of Margaret Post Estate recorded in Book 'C' of Plats, Page 111, records of Kootenai County, Idaho, located in Section 3, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho.

And the North 873.05 feet of Lot 2 (Tract 2) of the Map of the Heirs of Margaret Post Estate recorded in Book 'C' of Plats, Page 111, records of Kootenai County, Idaho, located in Section 3, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho.

TOGETHER WITH

Vacated First Avenue as described in City of Post Falls Ordinance recorded as instrument number 1016331, records of Kootenai County, Idaho.



Digitally signed
by Michael L
Hathaway
Date: 2024.10.25
12:56:34-07'00'

Exhibit B

Legal Description of Parcel B

Lot 2 (Tract 2) of the Map of the Heirs of Margaret Post Estate recorded in Book 'C' of Plats, Page 111, records of Kootenai County, Idaho, located in Section 3, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho.

EXCEPTING THEREFROM

The North 873.05 feet of Lot 2 (Tract 2) of the Map of the Heirs of Margaret Post Estate recorded in Book 'C' of Plats, Page 111, records of Kootenai County, Idaho, located in Section 3, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho.



Digitally signed
by Michael L
Hathaway
Date:
2024.10.25
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Exhibit C
Legal Description of Ingress, Egress and Utilities Easement Area

ACCESS AND UTILITY EASEMENT

That portion of Lot 1 (Tract 1) and Lot 2 (Tract 2) of the Map of the Heirs of Margaret Post Estate recorded in Book 'C' of Plats, Page 111, records of Kootenai County, Idaho and Vacated First Avenue as described in City of Post Falls Ordinance recorded as instrument number 1016331, records of Kootenai County, Idaho, located in Section 3, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, described as follows:

A 25 foot strip of land lying 12.50 feet each side of the following described centerline:

Commencing at the intersection of the northerly extension of the common line between said Lots 1 and 2 and the North line of said vacated First Avenue; Thence along said North line, North 88°57'13" West a distance of 122.29 feet to the **BEGINNING** of said centerline:

Thence South 01° 03' 44" West a distance of 582.85 feet to the beginning of a curve,
Said curve turning to the left through an angle of 45° 17' 03", having a radius of 32.50 feet, and
whose long chord bears South 21° 34' 47" East a distance of 25.02 feet.
Thence South 44° 13' 19" East a distance of 72.05 feet to the beginning of a curve,
Said curve turning to the left through an angle of 44° 44' 12", having a radius of 32.50 feet, and
whose long chord bears South 66° 35' 25" East a distance of 24.74 feet.
Thence South 88° 57' 31" East a distance of 6.28 feet to the beginning of a curve,
Said curve turning to the right through an angle of 37° 18' 47", having a radius of 32.50 feet, and
whose long chord bears South 70° 18' 08" East a distance of 20.79 feet.
Thence South 51° 38' 44" East a distance of 13.51 feet to the beginning of a curve,
Said curve turning to the right through an angle of 62° 40' 31", having a radius of 32.50 feet, and
whose long chord bears South 20° 18' 28" East a distance of 33.81 feet to a point of intersection
with a non-tangential line.
Thence South 13° 25' 51" West a distance of 33.38 feet to the beginning of a curve,
Said curve turning to the left through an angle of 12° 24' 09", having a radius of 487.50 feet, and
whose long chord bears South 07° 13' 46" West a distance of 105.32 feet.
Thence South 01° 01' 42" West a distance of 94.54 feet;
Thence South 22° 51' 19" East a distance of 20.42 feet to the **END** of said centerline.

Sidelines to be trimmed or extended to intersect the North line of said vacated First Avenue on the North and the West and North lines of Adjusted Parcel 2(of this boundary line adjustment) on the South.



Digitally signed
by Michael L
Hathaway
Date:
2024.10.25
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MARINA 33 RECONFIGURATION

414 E 1ST AVENUE, POST FALLS, ID 83854

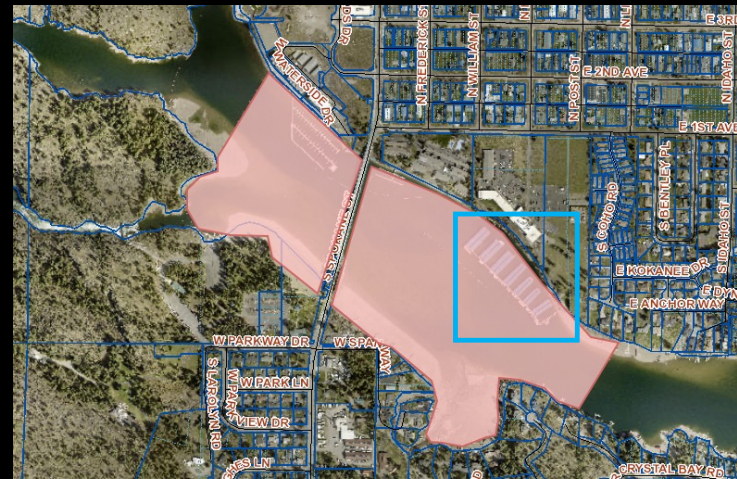
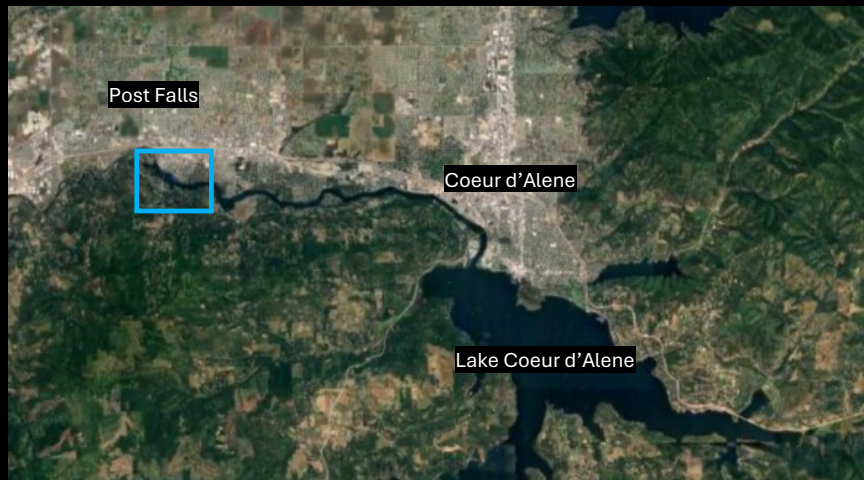
OAH CASE NO. 24-320-09

PH 2024-NAV-22-004

Applicant: 414 PF Hospitality, LLC

APP-008-01

SITE OVERVIEW



APP-008-02

SITE HISTORY

- "Templin's on the River" marina was established in 1986 in conjunction with Templin's Hotel
- IDL Permit Assigned to Applicant on July 11, 2024 (L95S3036M)

TODAY

- Marina 33, public marina with 198 slips of varying sizes
- Ship store and fuel provided on the lake
- Marina-operated entertainment and dining upland



Previous Permit – L-95-S-3036L

ASSIGNMENT OF ENCROACHMENT PERMIT NO. L-95-S-3036L

The Idaho Department of Lands hereby assigns subject encroachment permit issued to RL Post Falls, LLC on February 18, 2015 to Postfalls Hotels LLC of 41 N Legend Tree Drive Liberty Lake, WA 99019 to maintain existing Bulkhead at 2128' leading to 3'x15' ramp to 9'x160' walkway with 808'x8' dock enclosing 7 wings having 168 slips; 60'x24' cruise boat landing; 24'x38' ship store with fuel system including a sealed sump and liquid sensors over the fuel line and dispensers; swim area to the east of marina; logboom/piling southwest of marina; Kootenai County Sherriff Department attached dock, see L-95-S-5320, per attached approved design plan. Located: Spokane River, Tax 5846/5847, AIN 135604, Parcel P4200008002A, Lot 1&2, Block 8, Heirs of Margaret Post Estates Addition; Section 03, Township 50 North, Range 05 West, Boise Meridian: Kootenai County.

Assignment of Encroachment Permit NO. L-95-S-3036M

Permission is hereby transferred to 414 PF Hospitality, LLC of 555 Byant St #601, Palo Alto, CA, 94301, United States (USA) to install and maintain the following encroachment(s) subject to the terms and conditions of this Permit and the approved application, plans and drawings incorporated herein:

Encroachment	Description		Effective Date	Construction to be completed by
Encroachment Breakwater	Log boom/piling southwest of marina	630 Feet	Feb/25/1986	Feb/25/1986
Encroachment Commercial Marina	3'x15' ramp, 9'x160' walkway with 808'x8' dock enclosing seven wings	168 Slips	Mar/03/2009	Mar/03/2009
Encroachment Other Non-Navigational	24'x38' ship store; fuel system including a sealed sump and liquid sensors over the fuel line and dispensers		Nov/20/1987	Nov/20/1987
Encroachment Other Non-Navigational	280' bulkhead/seawall		Nov/20/1987	Nov/20/1987
Encroachment Other Non-Navigational	Swim area		Mar/23/1988	Mar/23/1988

1954



APP-008-05

1975



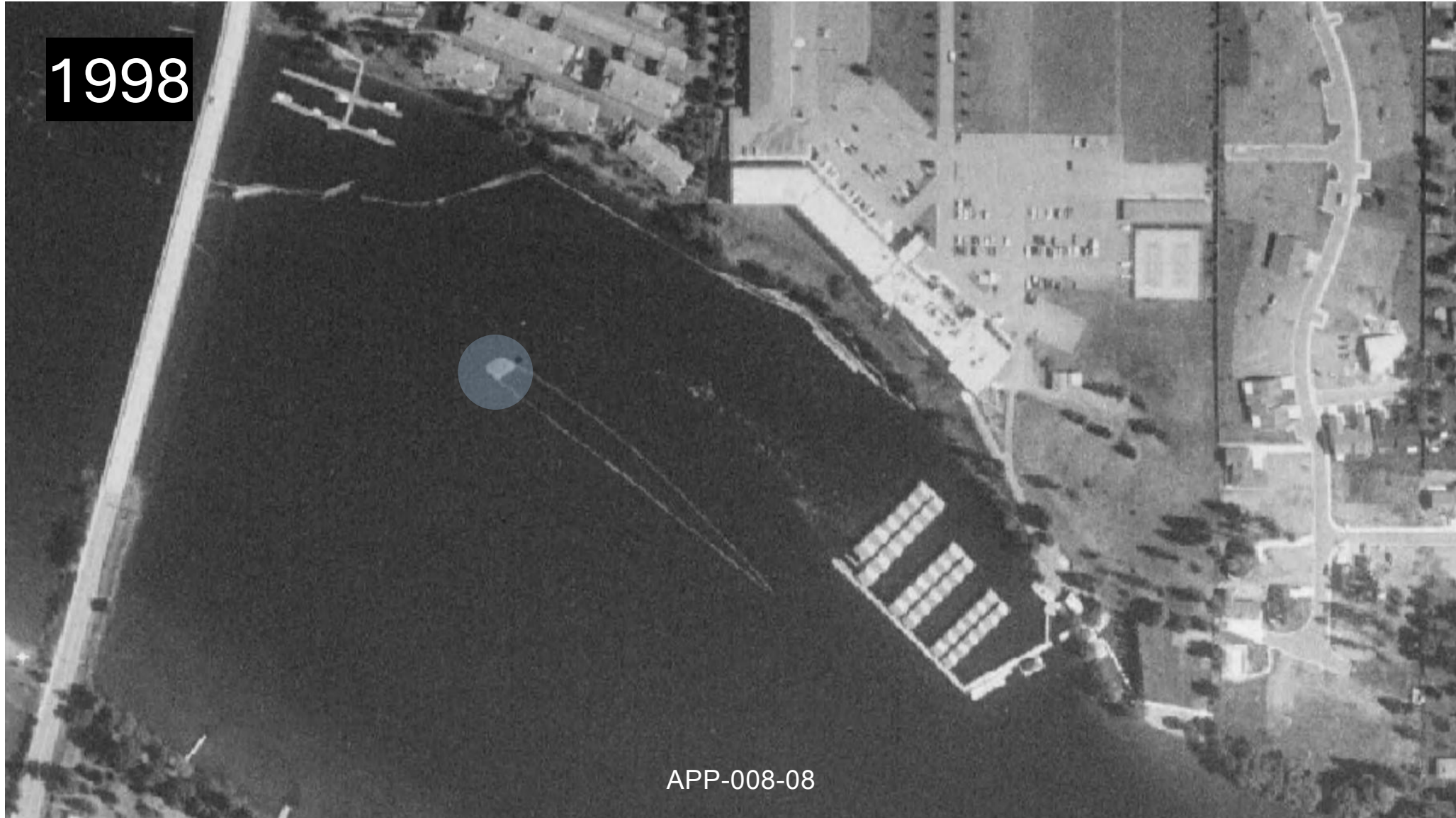
APP-008-06

1981



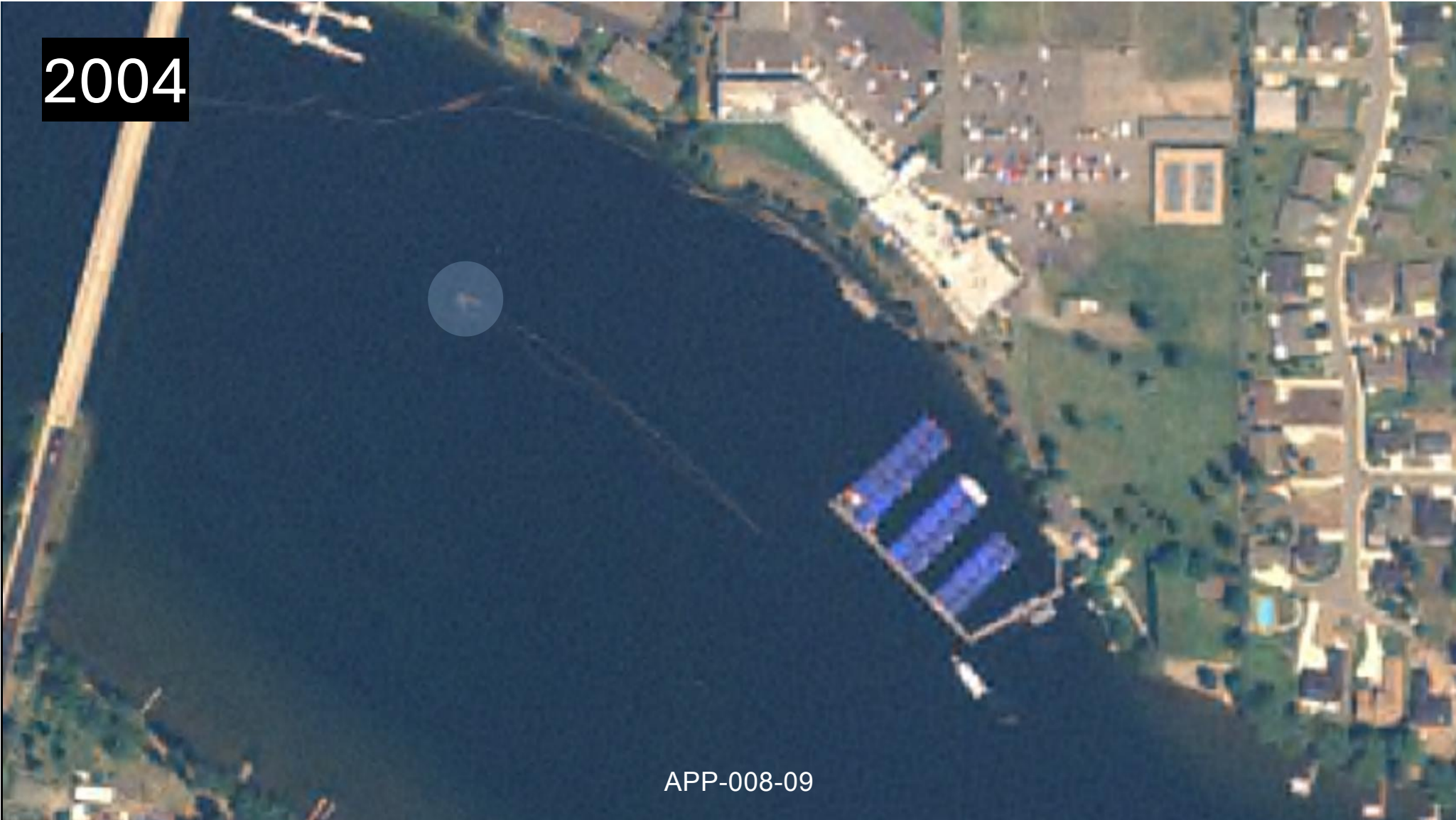
APP-008-07

1998



APP-008-08

2004



APP-008-09

2009

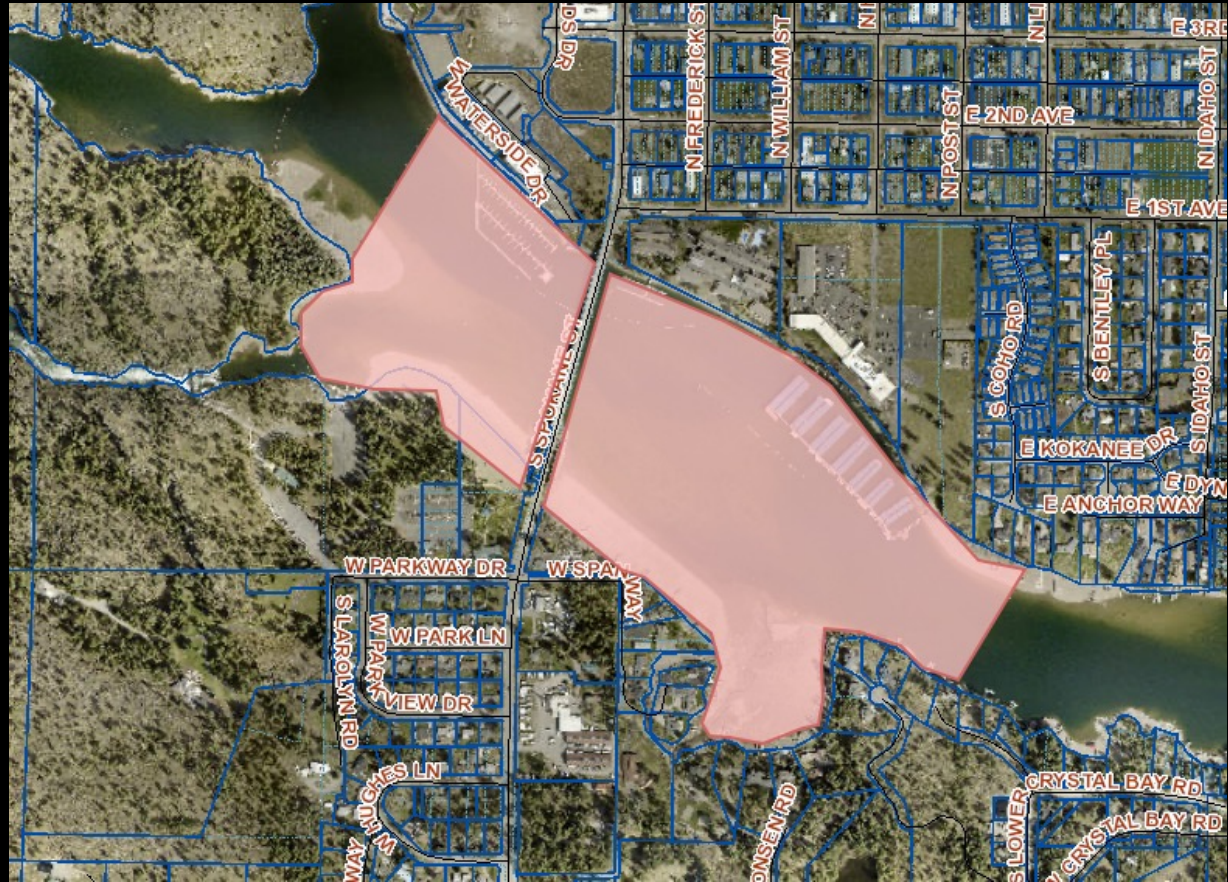


APP-008-10



Neighborhood Map

APP-008-11



No-Wake Zone

APP-008-12



PURPOSE OF APPLICATION

- Expand marina offerings and slip access to residents of Idaho
- Provide private moorage option in Post Falls
- Improve fuel and ship store offering for the public with better working conditions for staff
- Improve safety on the water

APP-008-13



PERMIT ELEMENTS

1. Commercial marina reconfiguration with private moorage
2. Relocation of existing ship store
3. Relocation of a Sheriff boat garage

APP-008-14

Burden of Proof

- The moving party has the burden of proof and persuasion.

Intermountain HealthCare, Inc. v Bd of County Comm'rs of Blain County, 107 Idaho 248, 251 688 P.2d 260, 263 (Ct. App. 1984) rev'd on other grounds 109 Idaho 299, 707 P.2d 410 (1984).

- Preponderance of Evidence: when weighing the applicable evidence, the evidence on which the finder of fact relies is more probably true than not.

Oxley v Medicine Rock Specialties, Inc., 139 Idaho 476, 481, 80 P.3d 1077, 1082 (2003).

Public Trust Doctrine

The rule that places use of the state's navigable waterways in the hands of the state to ensure all citizens of the state are able to use the waterways for boating, swimming, fishing and all recreational purposes. I.C. § 36-1601(b), § 58.1203(3)

“I live on Harbor Island on the Spokane River and I have many friends who can't find a slip on the lake for their boat. There is a **large shortage** for many of those who love to use our waters. 100 slips **will barely be noticed** on the river...”

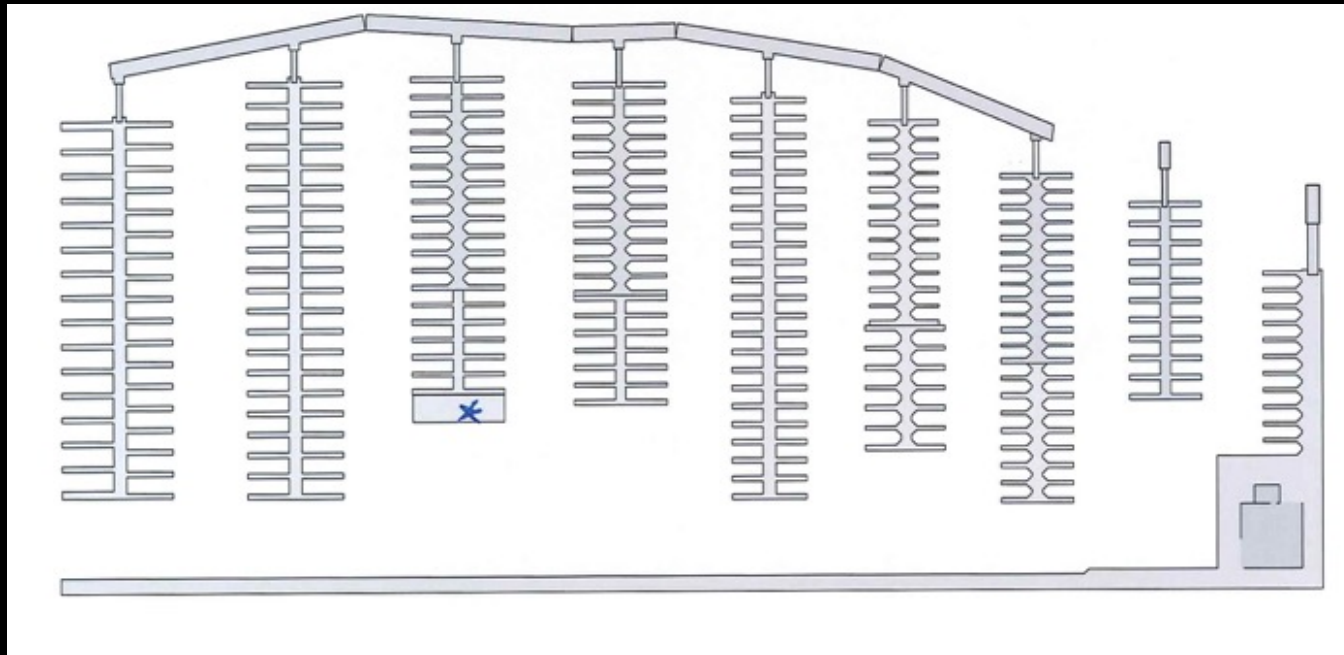
-Jeff Tyler, Idaho Citizen

EXISTING COMMERCIAL MARINA



APP-008-17

PROPOSED RECONFIGURATION



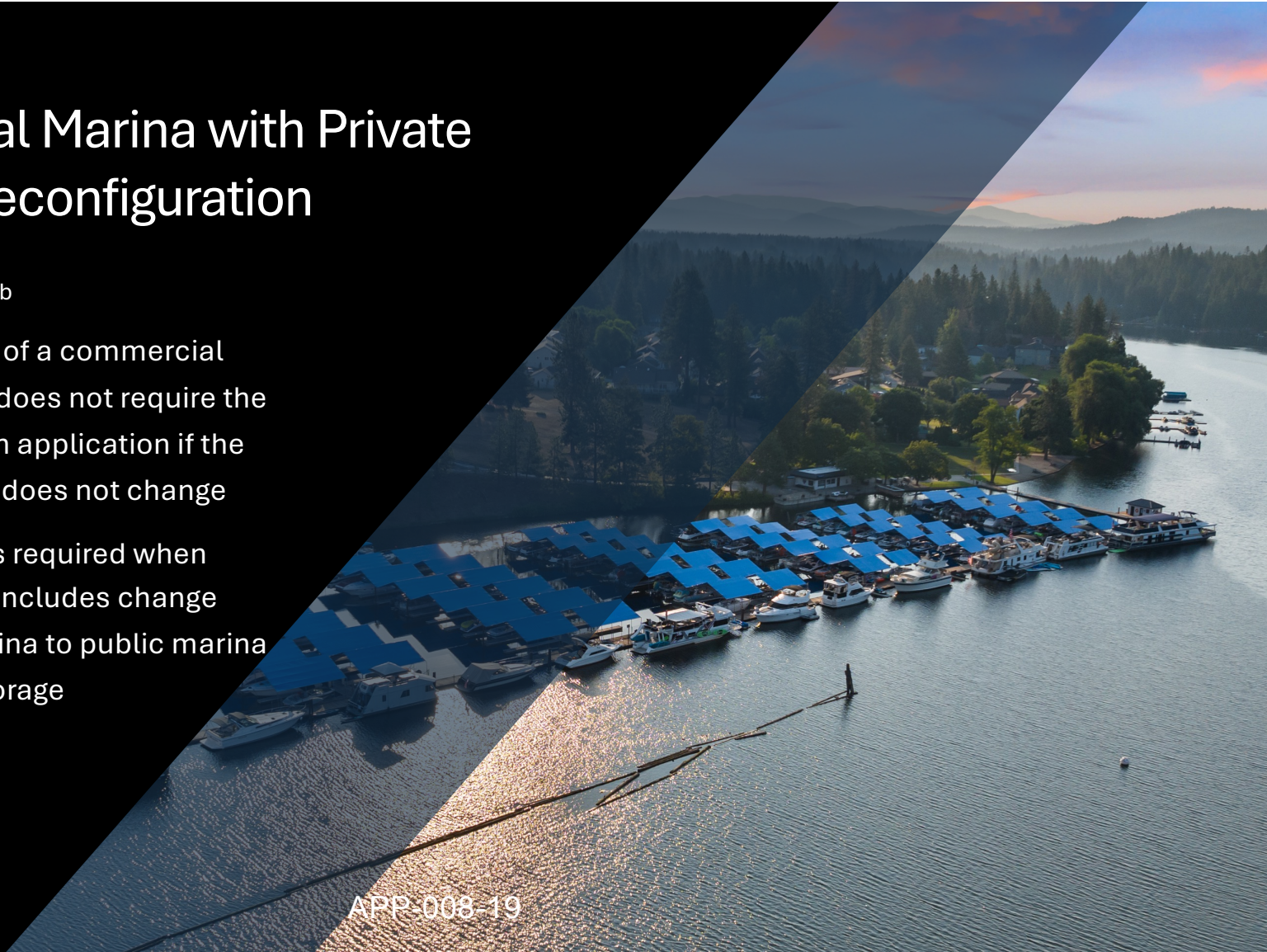
APP-008-18

Commercial Marina with Private Moorage Reconfiguration

IDAPA 20.30.04.020.05.b

- Reconfiguration of a commercial marina by itself does not require the completion of an application if the overall footprint does not change
- An application is required when reconfiguration includes change from public marina to public marina with private moorage

APP-008-19



COMMERCIAL MARINA RECONFIGURATION STANDARDS

a. Commercial marina reconfiguration with private moorage (IDAPA 20.03.04.015.03)

- i. **Conversion to Private Moorage:** over 50% of moorage will remain for the public with a lease that is less than one (1) year. The available slips offered (size and quantity) are comparable private and public
- ii. **Parking Requirements:** 192 parking spaces required, 228 parking spaces available
- iii. **Access to Public Road:** the public has access to the marina via an ingress/egress easement
- iv. **Management of Private Moorage:** The Applicant (414 PF Hospitality, LLC) owns the upland property, manages the marina and will be the entity to manage the private moorage

RELOCATION OF EXISTING SHIP STORE

- Existing ship store previously permitted (L95S3036M)
- Existing ship store constructed prior to 1987
- Ship store to be relocated in conjunction with the marina reconfiguration
- Position allows for easy boater access
- For non-navigational aid, Applicant is required to prove major benefit in one of these three areas: economic, social *or* environmental (IDAPA 20.03.04.030.02)



SHIP STORE BENEFITS

Social:

1. Clearly and visually signals No-Wake zone
2. Provides improved safety and general flow for customers and public getting gas and recreational items
3. Easier and quicker access for recreating public to access food, recreational items, beverage, etc., on the water than on the upland

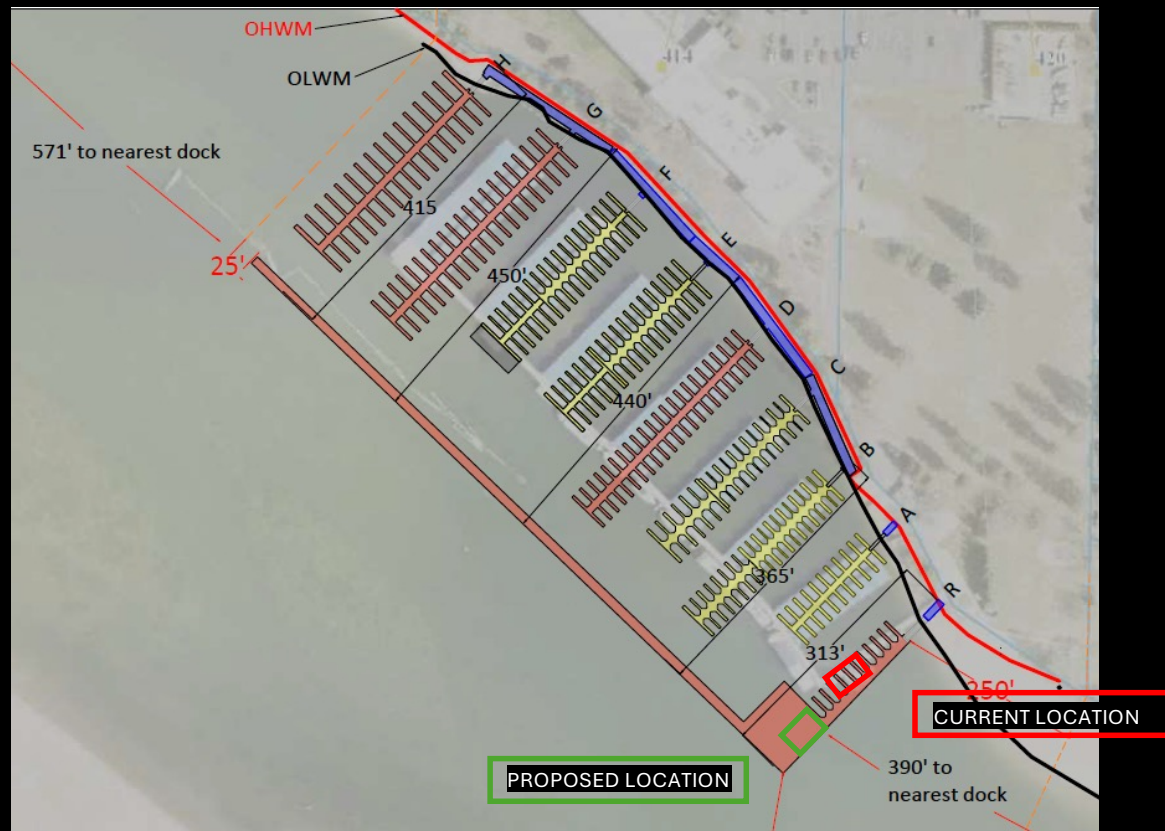
Economic:

1. Increased revenue for the state from increased gross receipts
2. Increased revenue for the Applicant and Post Falls
3. Allows for more efficient service of customers
4. Has been and will continue to be a pipeline for young talent in North Idaho for 15 years

Environmental:

1. Utilizing existing connections to fuel lines to minimize unnecessary impact and risk

SHIP STORE RELOCATION



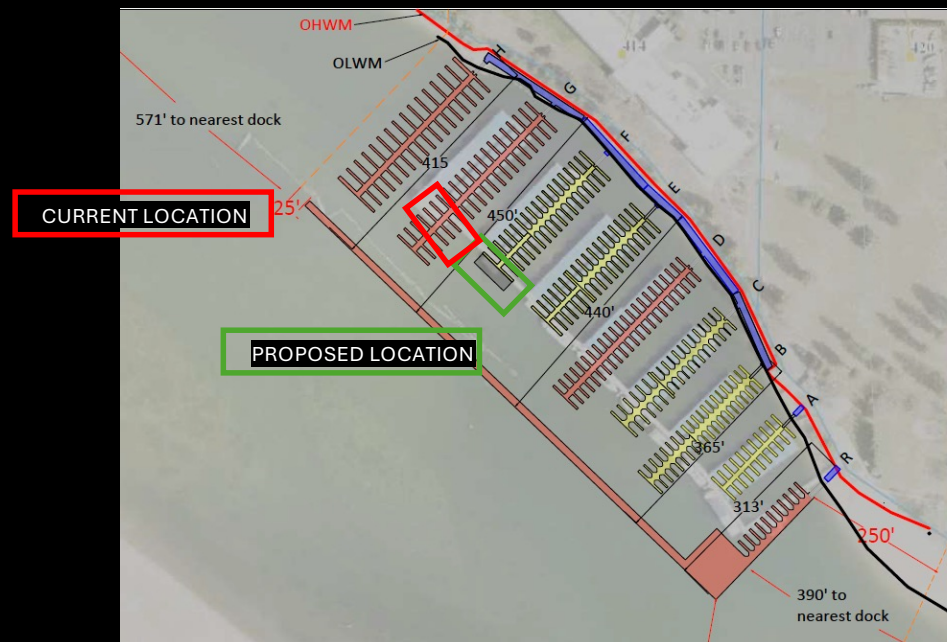
APP-008-23

STANDARDS FOR RELOCATION OF SHERIFF BOAT GARAGE

- Reconfiguration standards apply (IDAPA 20.03.04.020.05.b)
- Maintaining footprint, relocation inside of the marina
- Non-navigational aid requires major benefit
- Social Benefits:
 - Sheriff's Department uses the boat garage for storage
 - Allows for quick, reliable access to the water for emergency response
 - Allows for the fulfillment of the MOU with Kootenai County
 - Location for safety education in conjunction with MBEA



RELOCATION OF SHERIFF BOAT GARAGE



APP-008-25

Community Support

“I have reviewed the applicant’s plans to reinvigorate the marina by providing additional slips and a publicly accessible boardwalk and believe that these improvements **will benefit the residents of Post Falls** by increasing public access to the river, which is part of what makes living in North Idaho so desirable.”

– Mayor Ronald Jacobson, Mayor of Post Falls

SUMMARY

- The application is a proactive approach by 414 PF Hospitality, LLC to operate a safe, environmentally-conscious and clean commercial marina to serve the public.
- We have shown that all applicable IDAPA standards have been met or exceeded.
- We look forward to continuing to serve our customers and look forward to serving many more Idaho citizens and providing clean, safe, enjoyable access to the Spokane River and Lake Coeur d'Alene.