

JOINT APPLICATION FOR PERMITS

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

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

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

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

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

FOR AGENCY USE ONLY										
USACE NWW-		Date Received:		☐ Incomplete Application Returned		Date Returned:				
Idaho Department of Water Resources No.		Date Received:		☐ Fee Received DATE:		Receipt No.:				
Idaho Department of Lands No. L9680884G		Date Received: 9/19/24		☐ Fee Received DATE: 8/21/23		Receipt No.: # 4165 \$2075.00				
INCOMPLETE APPLICATIONS MAY NOT BE PROCESSED										
1. CONTACT INFORMATION - APPLICANT Required:					2. CONTACT INFORMATION - AGENT:					
Name: Benjamin Milbrath					Name: Neva Lane					
Company: Long Bridge Land Holding Company LLC					Company: Laneco Marine					
Mailing Address: PO Box 1942					Mailing Address: Po Box 541					
City: Spokane			State: WA	Zip Code: 99210		City: Kootenai			State: Idaho	Zip Code: 83840
Phone Number (include area code): 612-245-9665		E-mail: longbridgemarina@outlook.com			Phone Number (include area code): 208-514-3900		E-mail: info@lanecomarine.com			
3. PROJECT NAME or TITLE: Commercial Dock					4. PROJECT STREET ADDRESS: 31 Lakeshore Dr					
5. PROJECT COUNTY: Bonner		6. PROJECT CITY: Sagle			7. PROJECT ZIP CODE: 83860		8. NEAREST WATERWAY/WATERBODY: Pend Oreille			
9. TAX PARCEL ID#: RP0023401002B0A		10. LATITUDE: 48°14'24"		11a. 1/4: SW		11b. 1/4: SW		11c. SECTION: 35		
		LONGITUDE: 116°32'25"				11d. TOWNSHIP: 57N		11e. RANGE: 02W		
12a. ESTIMATED START DATE: 9/25		12b. ESTIMATED END DATE: 7/27			13a. IS PROJECT LOCATED WITHIN ESTABLISHED TRIBAL RESERVATION BOUNDARIES? ☒ NO ☐ YES Tribe:					
13b. IS PROJECT LOCATED IN LISTED ESA AREA? ☒ NO ☐ YES					13c. IS PROJECT LOCATED ON/NEAR HISTORICAL SITE? ☒ NO ☐ YES					
14. DIRECTIONS TO PROJECT SITE: Include vicinity map with legible crossroads, street numbers, names, landmarks. From Sandpoint, head south on Fifth Ave toward Cedar St. Turn left onto Church St then take a right onto N 1st Ave. Turn left onto E Superior St and merge onto US-95 S. Turn right onto Lakeshore Dr and take a right. The destination will be on the right.										
15. PURPOSE and NEED: ☐ Commercial ☐ Industrial ☒ Public ☐ Private ☐ Other Describe the reason or purpose of your project; include a brief description of the overall project. Continue to Block 16 to detail each work activity and overall project. To permit the existing dock as built, as well as the future expansion of the marina to also include boat lifts.										

LBM-1

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.:

662) 10" Dia steel pipe will be installed by a vibratory hammer on an excavator during winter pool. The rest of the work will be done using hand tools and a welder. The dock will be constructed with 4" C channel and composite decking.

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.

Piling will be done during winter pool. There are no spawning beds in the area of subjects property to consider. Use of Vibratory hammer minimizes the impact of the environment.

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.

There is no mitigation plan needed since the subject is near no stream or spawning grounds.

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

Dairing: _____ 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? ☒ NO ☐ YES If yes, describe ALL work that has occurred including dates.

22. LIST ALL PREVIOUSLY ISSUED PERMIT AUTHORIZATIONS:

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

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

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

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

The following information is requested by IDEQ and/or EPA concerning the proposed impacts to water quality and anti-degradation:

☒ NO ☐ YES Is applicant willing to assume that the affected waterbody is high quality?
☒ NO ☐ YES Does applicant have water quality data relevant to determining whether the affected waterbody is high quality or not?
☒ NO ☐ YES Is the applicant willing to collect the data needed to determine whether the affected waterbody is high quality or not?

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

Any fueling of equipment off-site.

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
Dock Construction	Pend Oreille Lake	Perennial	marina is 639' by 480 4'	481
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)	By: _____ Description of Impact Purpose: road crossing, compound, culvert, etc.	Impact Length (acres, square ft linear ft)
N/A				
TOTAL WETLAND IMPACTS (Square Feet):				

Name Lodge at Sandpoint Inc Glenn Harvey Mailing Address 41 Lakeshore Dr City Sagle State ID Zip Code 83864 Phone Number (area and no) 805 880.1251 E-mail glenn.leslie@live.com	Name Idaho Dept of Transportation Mailing Address 600 W Prairie City Coeur d'Alene State ID Zip Code 83815 Phone Number (area and no) 208-772-1215 E-mail N/A
Name Glenn.leslie@live.com Mailing Address City State Zip Code Phone Number (area and no) E-mail	Name Mailing Address City State Zip Code Phone Number (area and no) E-mail
Name Mailing Address City State Zip Code Phone Number (area and no) E-mail	Name Mailing Address City State Zip Code Phone Number (area and no) E-mail
Name Mailing Address City State Zip Code Phone Number (area and no) E-mail	Name Mailing Address City State Zip Code Phone Number (area and no) E-mail

ATTN Robert. Bleacher
@ ITD.IDAHO.GOV

IDAHO DEPARTMENT OF LANDS

AUG 21 2023

State Zip Code
PEND OREILLE LAKE AREA

RECEIVED
SEP 16 2024

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: [Signature] LBLHCO

Date: 6/27/23

Signature of Agent: [Signature]

Date: 6/26/23

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".

NOTE:
 THE USGS LAKE PEND OREILLE SUMMER POOL ELEVATION IS 2,052.5 FT-NGVD29. THIS WAS CONVERTED TO 2,066.37 FT-NAVD88 FOR USE AS THE ORDINARY HIGH WATER (OHW).
 THE USGS LAKE PEND OREILLE WINTER POOL ELEVATION IS 2,051.0 FT-NGVD29. THIS WAS CONVERTED TO 2,054.87 FT-NAVD88 FOR USE AS THE APPROXIMATE LOW WATER.
 270 TOTAL SLIPS. ALL SLIPS MAY HAVE LIFTS AND COVERS.
 NO SIDE TIES ALONG LITTORAL OFFSET ADJACENT TO THE LODGE.



DEPT OF LANDS

JUN 06 2024

LONG BRIDGE LAKE ACCESS

BONNER COUNTY, ID

NOT
 APPROVED
 FOR
 CONSTRUCTION

SCALE: 1"=30' (SEE CIVIL)
 DWG: PROJECT NO:
 DRAWN BY:
 CHECKED BY:
 DATE:
 REVISIONS
 NO. DATE BY DESCRIPTION

DOCK
 LAYOUT

DRAWING:

SHEET: 1 OF 1

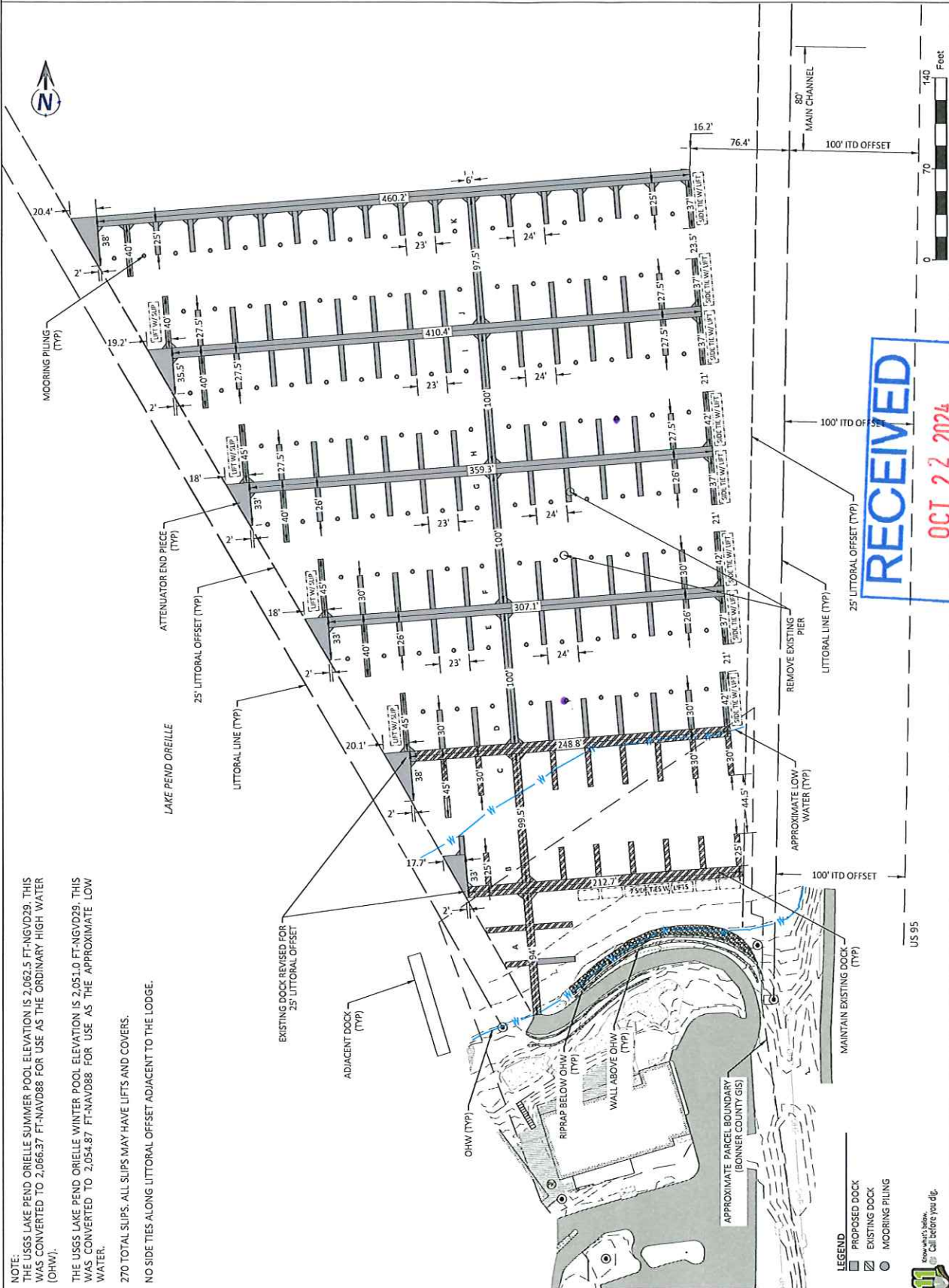
NOTE:
 THE USGS LAKE POND OREILLE SUMMER POOL ELEVATION IS 2,062.5 FT-NGVD29. THIS WAS CONVERTED TO 2,066.37 FT-NAVD88 FOR USE AS THE ORDINARY HIGH WATER (OHW).
 THE USGS LAKE POND OREILLE WINTER POOL ELEVATION IS 2,051.0 FT-NGVD29. THIS WAS CONVERTED TO 2,054.87 FT-NAVD88 FOR USE AS THE APPROXIMATE LOW WATER.
 270 TOTAL SLIPS. ALL SLIPS MAY HAVE LIFTS AND COVERS.
 NO SIDE TIES ALONG LITTORAL OFFSET ADJACENT TO THE LODGE.

LONG BRIDGE LAKE ACCESS
 BONNER COUNTY, ID

PRELIMINARY
 NOT FOR CONSTRUCTION
 APPROVED

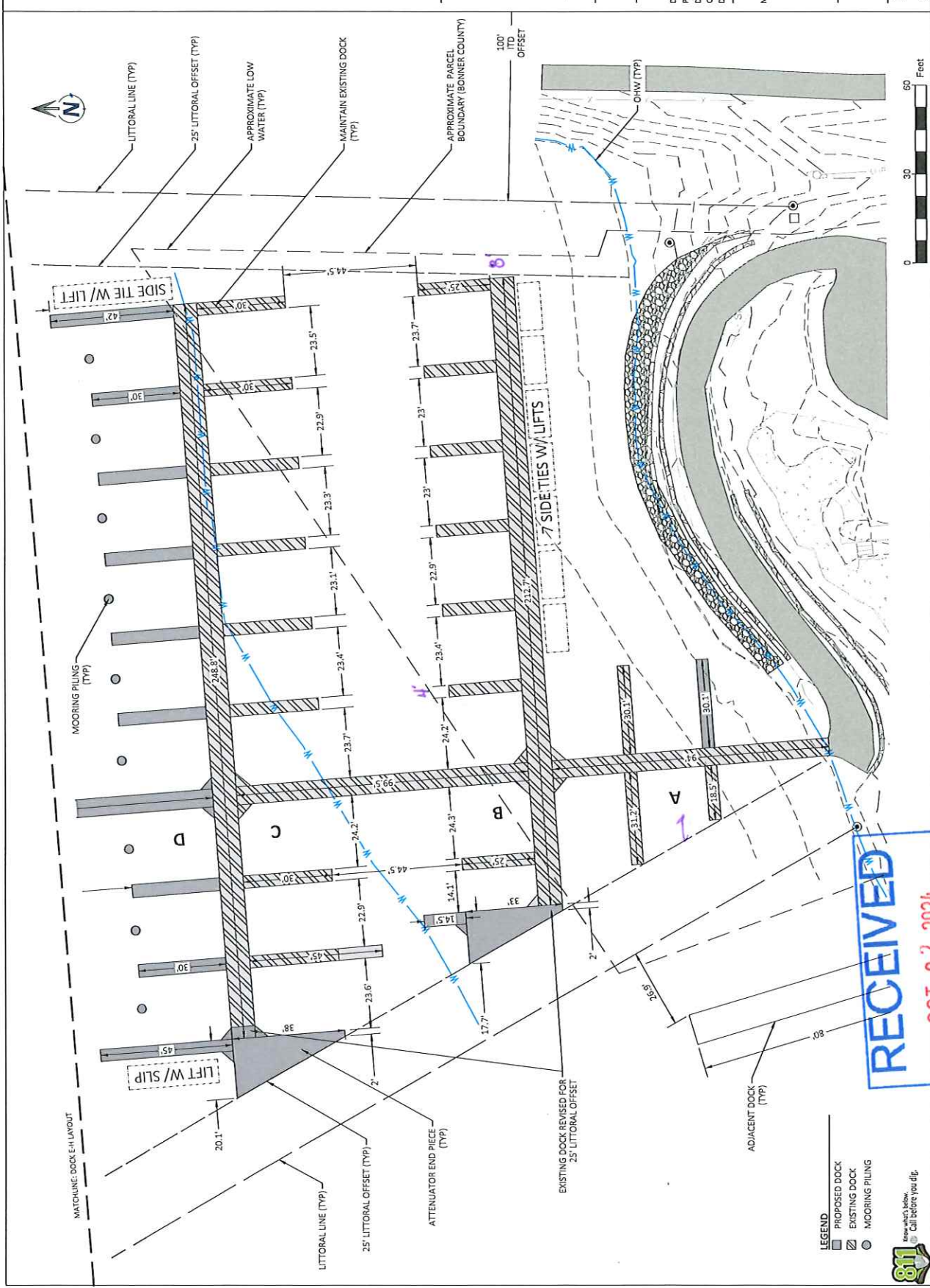
SCALE (DRAW ONLY)
 1" = 30'
 DWG: PROJECT NO:
 DRAWN BY:
 CHECKED BY:
 DATE:
 © 2021 ALL RIGHTS RESERVED
 REVISIONS
 NO. DATE BY DESCRIPTION

DOCK LAYOUT
 MASTER
 DRAWING:
 SHEET: 1 OF 5



LEGEND
 [Symbol] PROPOSED DOCK
 [Symbol] EXISTING DOCK
 [Symbol] MOORING PILING





BONNER COUNTY, ID

NOT
APPROVED
PRELIMINARY
FOR
CONSTRUCTION

3"
SCALE: (1X1/4" ONLY)

DWG:
PROJECT NO:
DRAWN BY:
CHECKED BY:
DATE:

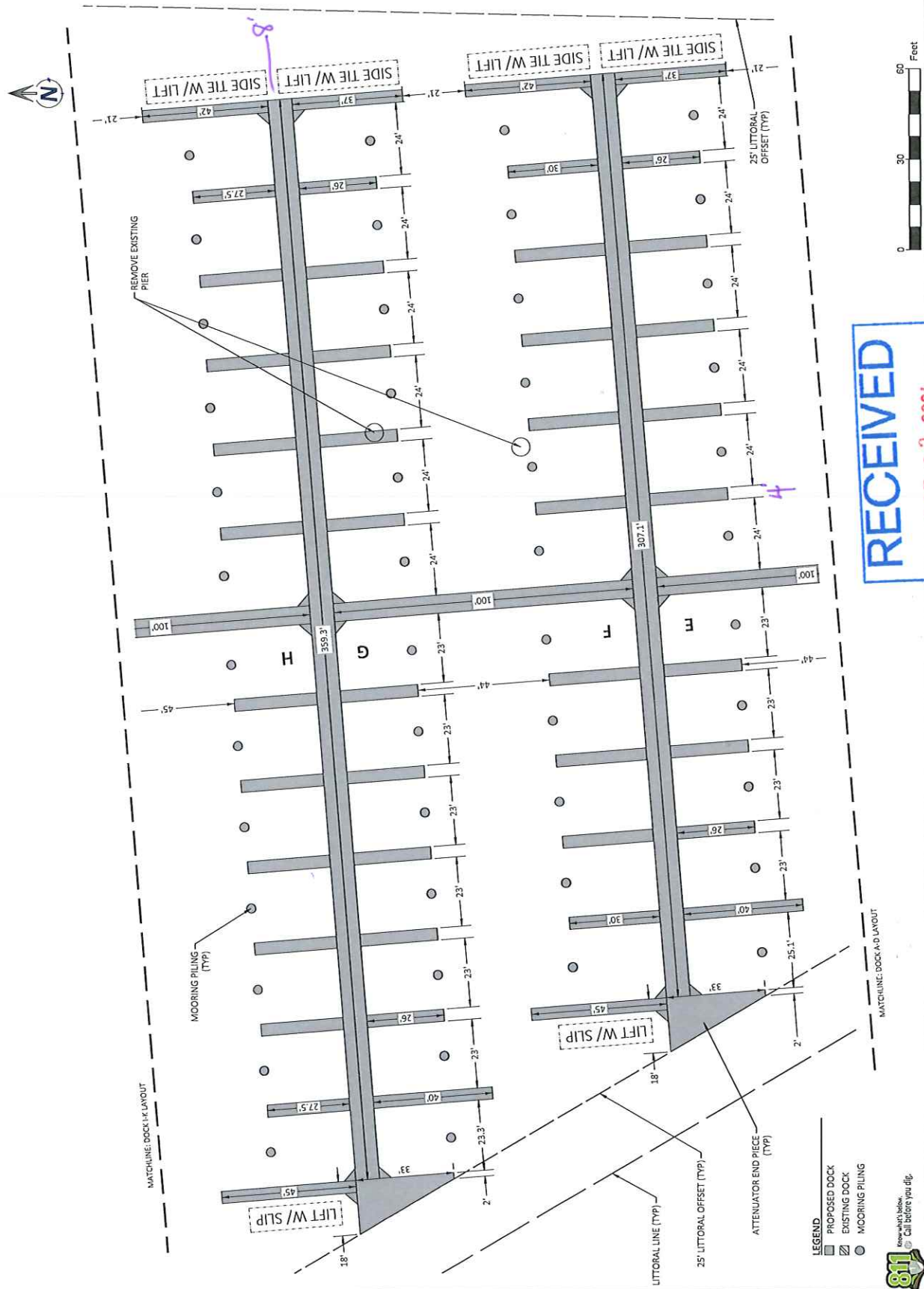
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REVISIONS
NO. DATE BY DESCRIPTION

DOCK E-H LAYOUT

DRAWING:

SHEET: 3 OF 5



RECEIVED
OCT 22 2024
IDAHO DEPT. OF LANDS
MICA SUPERVISORY AREA OFFICE

OCT 22 2024

IDAHO DEPT. OF LANDS
MICA SUPERVISORY AREA OFFICE

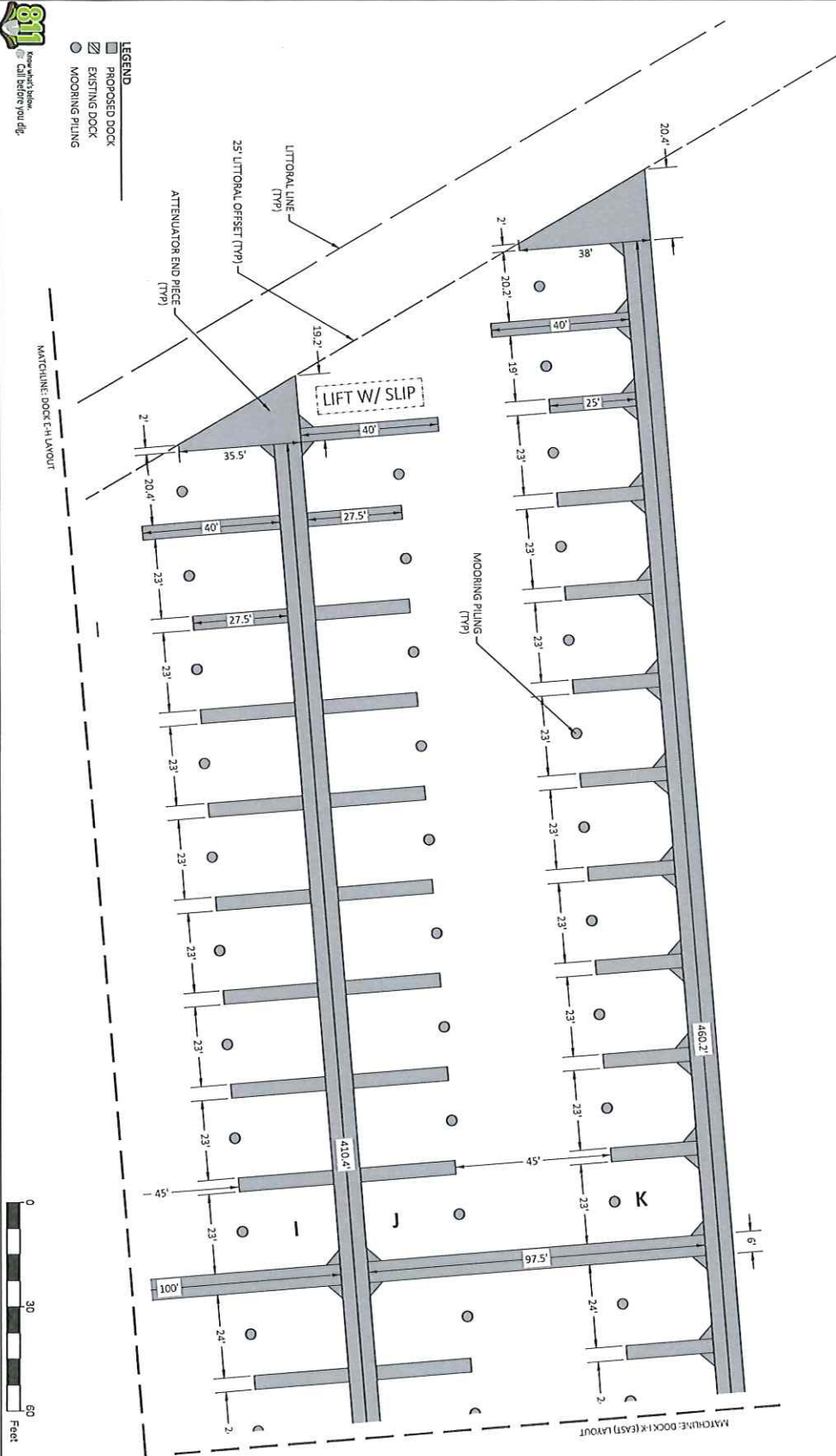


Know what's below.
Call before you dig.

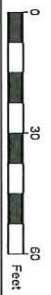
RECEIVED

OCT 22 2024

IDAHO DEPT. OF LANDS
MICA SUPERVISORY AREA OFFICE



- LEGEND
- PROPOSED DOCK
 - EXISTING DOCK
 - MOORING PILING



DOCK 1-K(WEST)
LAYOUT
DRAWING:
SHEET: 4 OF 5

DWG:
PROJECT NO:
DRAWN BY:
CHECKED BY:
DATE:
© 2024 TALL HILLS DESIGN
NO. DATE BY DESCRIPTION

SCALE (AS SHOWN)

NOT
APPROVED
FOR
PRELIMINARY
CONSTRUCTION

LONG BRIDGE LAKE ACCESS
BONNER COUNTY, ID

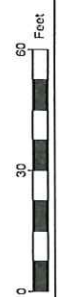
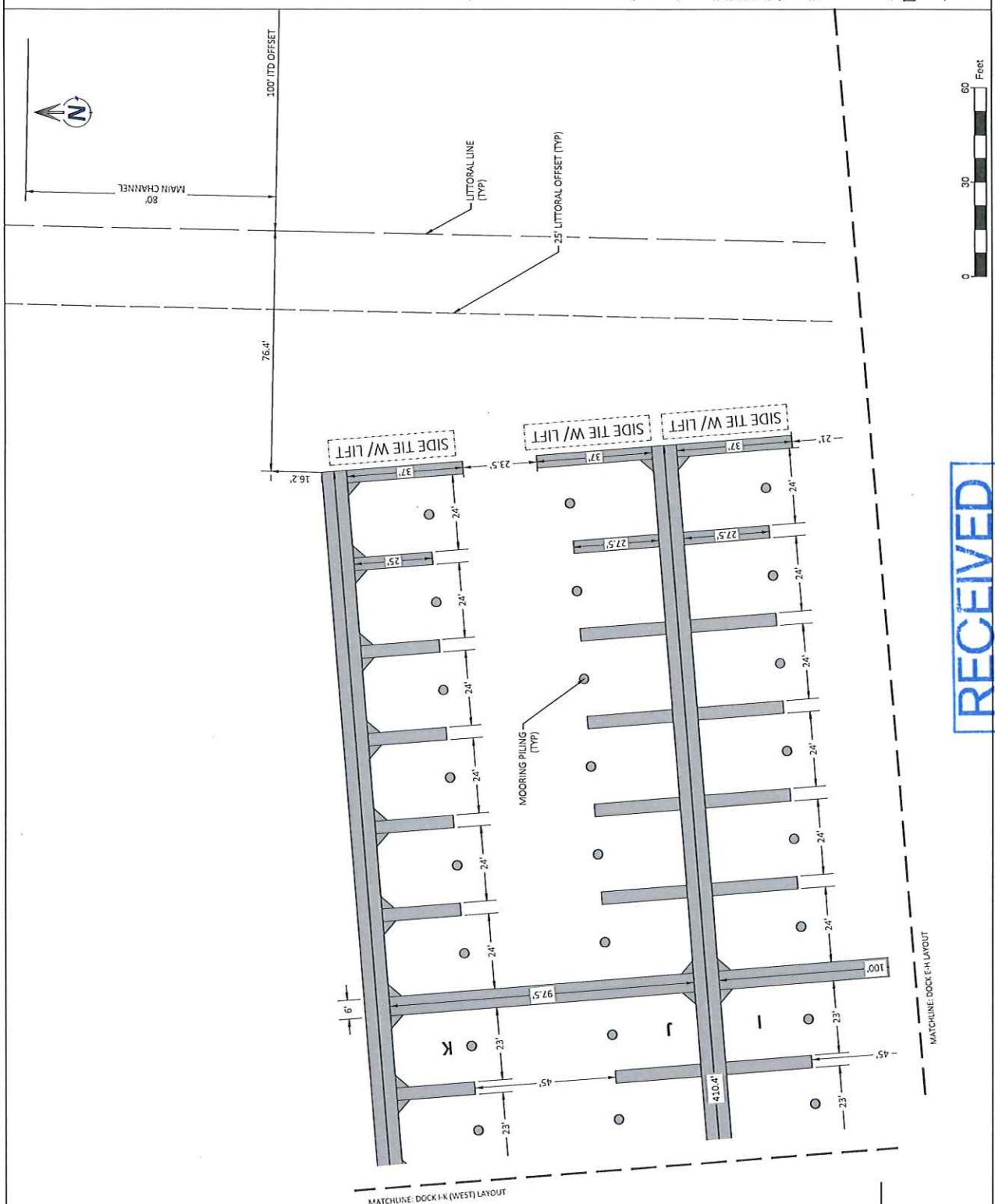
LONG BRIDGE LAKE ACCESS

BONNER COUNTY, ID

NOT APPROVED FOR CONSTRUCTION
PRELIMINARY

SCALE (AS SHOWN)
1" = 30'
DWG: PROJECT NO:
DRAWN BY:
CHECKED BY:
DATE:
© 2024 KALLI GRAPHICS INCORPORATED
REVISIONS
NO. DATE BY DESCRIPTION

DOCK I-K(EAST)
LAYOUT
DRAWING:
SHEET: 5 OF 5



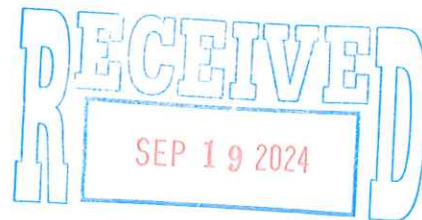
RECEIVED
OCT 22 2024
IDAHO DEPT. OF LANDS
MICA SUPERVISORY AREA OFFICE

- LEGEND**
- PROPOSED DOCK
 - EXISTING DOCK
 - MOORING PILING

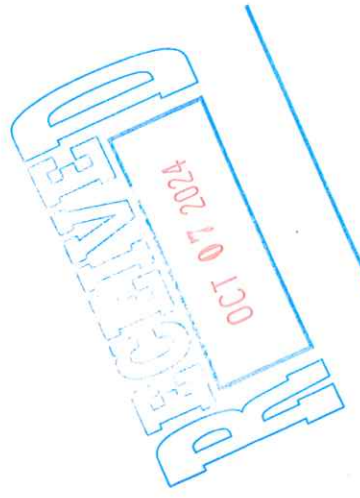
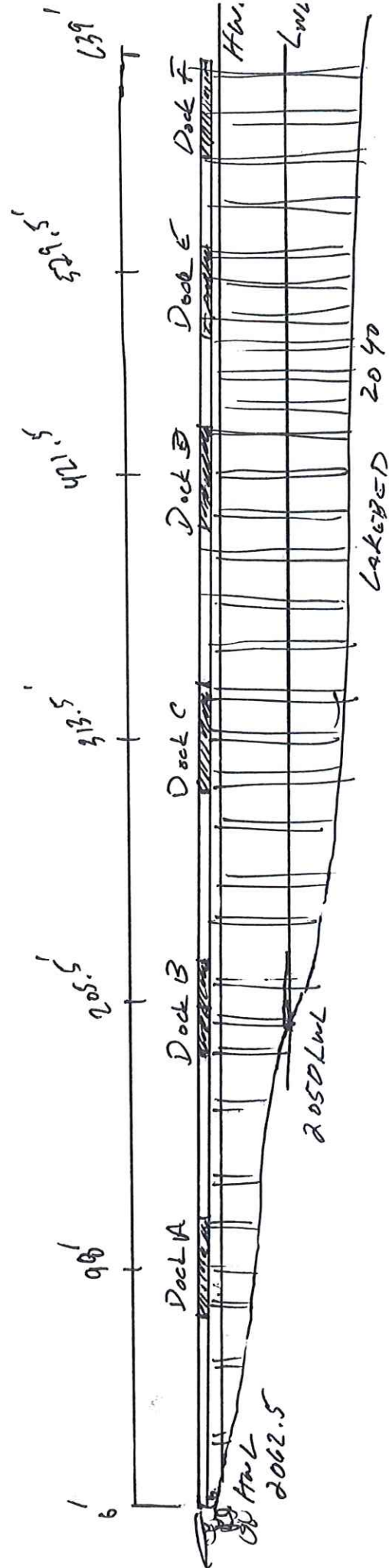


avg 10/22/24

	Count #	Width (FT)	Length (FT)	Total Area (SF)	Total Cum. Area (SF)	
Main Line						
Main A-	1	6	91	561	36,567.94	Max Length: 639 FT
Main B-C	1	6	99.5	597		Max Width: 480.6
Main D-E	1	6	100	600		
Main F-G	1	6	100	600		
Main H-I	1	6	100	600		
Main J-K	1	6	97.5	585		
				<u>3546</u>		
DOCK A						
Finger 1	1	4	30.1	120.4		
Finger 2	1	4	18.5	74		
Finger 3	1	4	30.1	120.4		
Finger 4	1	4	31.2	124.8		
Wedge	2	5	5.12	25		
				<u>464.6</u>		
DOCK B						
Pier	1	8	212.7	1701.6		
Finger 1	7	4	25	700		
Finger 2	1	4	14.5	58		
Breakwater (End)	1	17.7	33.1	326.04	585.87	
Wedge	4	4	4.12	32		
				<u>2817.64</u>		
DOCK C						
Pier	1	8	248.8	1990.4		
Finger 1	7	4	30	840		
Finger 2	1	4	45	180		
Breakwater (End)	1	20.1	38	420	763.8	
Wedge	3	4	4.12	24		
				<u>3454.4</u>		
DOCK D						
Finger 1	7	4	30	840		
Finger 2	1	4	45	180		
Finger 3	1	4	42	168		
Wedge	4	4	4.12	32		
				<u>1220</u>		
DOCK E						
Pier	1	8	307.1	2456.8		
Finger 1	8	4	26	832		
Finger 2	1	4	40	160		
Finger 3	1	4	37	148		
Breakwater (End)	1	18	33	330	594	
Wedge	4	4	4.12	32		
				<u>3958.8</u>		
DOCK F						
Finger 1	9	4	30	1080		
Finger 2	1	4	45	180		
Finger 3	1	4	42	168		
Wedge	5	4	4.12	40		
				<u>1468</u>		
DOCK G						
Pier	1	8	359.3	2874.4		
Finger 1	10	4	26	1040		
Finger 2	1	4	40	160		
Finger 3	1	4	37	148		
Breakwater (End)	1	18	33	330	594	
Wedge	4	4	4.12	32		
				<u>4584.4</u>		
DOCK H						
Finger 1	11	4	27.5	1210		
Finger 2	1	4	45	180		
Finger 3	1	4	42	168		
Wedge	5	4	4.12	40		
				<u>1598</u>		
DOCK I						
Pier	1	8	410.4	3283.2		
Finger 1	12	4	27.5	1320		
Finger 2	1	4	40	160		
Finger 3	1	4	37	148		
Breakwater (End)	1	19.2	35.5	375.9	691.6	
Wedge	4	4	4.12	32		
				<u>5319.1</u>		
DOCK J						
Finger 1	13	4	27.5	1430		
Finger 2	1	4	40	160		
Finger 3	1	4	37	148		
Wedge	5	4	4.12	40		
				<u>1778</u>		
DOCK K						
Pier	1	8	460.2	3681.6		
Finger 1	14	4	25	1400		
Finger 2	1	4	40	160		
Finger 3	1	4	37	148		
Breakwater (End)	1	20.4	38	697.4	775.2	
Wedge	34	4	4.12	272		
				<u>6359</u>		



By: _____



BY:

AUG 21 2023

PEND OREILLE LAKE AREA

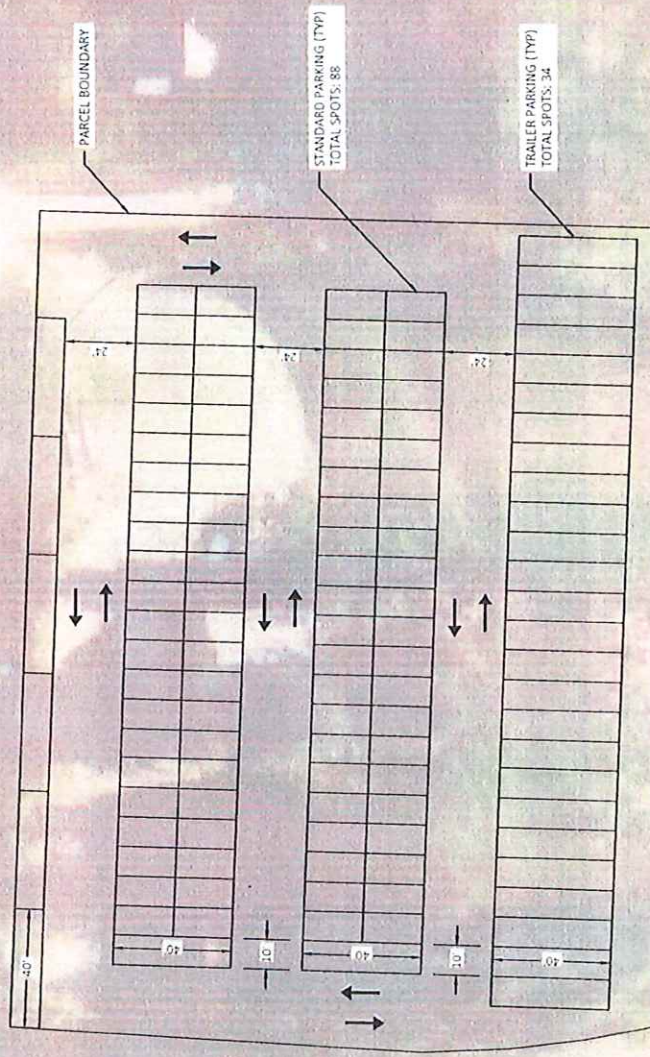
Long Bridge Marina Proposed Parking Plan

The following describes the intended parking allocated for the Long Bridge Marina. The proposed parking will include an estimated 36,000 square feet that will include 60- 9' wide parking spots. Truck and trailer spots will accommodate 21 while the other 39 will accommodate a vehicle only. The proposed parking will be paved and stripped with signage. Attached is the parking layout diagram.



U.S. HIGHWAY 95

SMOKEHOUSE ROAD



LAKE SHORE DRIVE



PARKING EXHIBIT
SHEET: 1 OF 1

LONG BRIDGE LAKE ACCESS

BONNER COUNTY, ID

RECEIVED
SEP 19 2024

By: _____

HMH
engineering
3882 N. Schreiber Way, Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825



THE DEPARTMENT OF LAND
AND WATER RESOURCES
600 WEST 1ST AVE
SPOKANE, ID 83402
PHONE 238-1234 FAX 238-1234

RP0023401002B0

Status: Active

Primary Owner:

LONG BRIDGE LAND HOLDING COMPANY LLC

Mailing Address:

PO BOX 1942
SPOKANE, WA 99210

Situs:

41 LAKESHORE DR, SAGLE, ID 83860

Legal Description:

34/35-57N-2W LAKESIDE PLACE BLK 10 LOT 2B REPLAT THE LANDING 41
SOUTH RESTAURANT

Code Area: 36-0000 Owner Code: -none-

Parcel Type: ED ED-1 Location: 430 SAGLE

Effective: 04/04/2018 Expires:

Cat	Ext	RY	Qty	Unit	Value	HOMkt	HO Exempt	PTR Market	Mkt Adj	UR Base
16	L00	2021	1.580	AC	1,449,641	0	0	0	0	0 Edit
18	L00	2021	0.580	AC	249	0	0	0	0	0 Edit
38	C01	2021	0.000		947,023	0	0	0	0	0 Edit
38	C02	2021	0.000		196,420	0	0	0	0	0 Edit
Subtotals					\$2,593,333	\$0	\$0	\$0	\$0	

Photo



By: _____



0005284072

**STATE OF IDAHO****Office of the secretary of state, Phil McGrane
CERTIFICATE OF ORGANIZATION 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 #: 0005284072

Date Filed: 6/14/2023 12:24:39 PM

Certificate of Organization Limited Liability Company

Select one: Standard, Expedited or Same Day Service (see descriptions below) Expedited (+\$40; filing fee \$140)

1. Limited Liability Company Name

Type of Limited Liability Company

Limited Liability Company

Entity name

Long Bridge Land Holding Company LLC

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

Principal Office Address

41 LAKESHORE DRIVE
SAGLE, ID 83860

3. The mailing address of the principal office is:

Mailing Address

PO BOX 1942
SPOKANE, WA 99210-1942

4. Registered Agent Name and Address

Registered Agent

Benjamin Milbrath
Registered Agent

Physical Address

41 LAKESHORE DR
SAGLE, ID 83860

Mailing Address

41 LAKESHORE DR
SAGLE, ID 83860-9271

☒ I affirm that the registered agent appointed has consented to serve as registered agent for this entity.

5. Governors

Name	Address
Benjamin Milbrath	PO BOX 1942 SPOKANE, WA 99210

Signature of Organizer:

Benjamin Milbrath

Sign Here

06/14/2023

Date



B0812-66/4 06/14/2023 12:25 PM Received by Office of the Idaho Secretary of State

AUG 21 2023

PEND OREILLE LAKE AREA

LEASE AND MANAGEMENT AGREEMENT

This lease and management agreement (the "**Agreement**") is made and entered into as of the date set forth on the signature page hereto (the "**Effective Date**"), by and between Long Bridge Land Holding Company LLC (the "**LBLHC**"), an Idaho limited liability company, and Long Bridge Marina LLC (the "**LBM**"), an Idaho limited liability company. LBLHC and LBM are hereinafter sometimes referred to separately as a "**party**" or collectively as the "**parties**".

RECITALS:

A. LBLHC is the owner of certain real property located in Bonner County, Idaho and is the lessee of certain submerged lands and littoral rights, also located in Bonner County, Idaho, pursuant to a submerged lease issued by the State of Idaho, on which LBLHC has constructed a boat marina (the "**Long Bridge Marina**"). The real property, submerged land and littoral rights, and marina are more particularly described on Exhibit A hereto and are hereinafter collectively referred to as the "**Long Bridge Marina Property**".

B. LBLHC desires to lease the Long Bridge Marina Property to LBM and grant LBM the sole and exclusive right to manage and operate the Long Bridge Marina, and LBM desires to do the same.

C. LBLHC and LBM are entering into this Agreement to memorialize and set forth the terms and conditions of their lease and management arrangement.

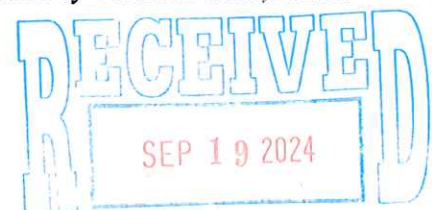
AGREEMENT:

In consideration of the premises, the covenants and obligations herein contained and other good and valuable consideration, LBLHC and LBM agree as follows:

1. **Lease of the Long Bridge Property.** LBLHC hereby leases the Long Bridge Property to LBM for the term and upon payment of the rental set forth in this Section 1.

1.1 *Initial Term of Lease; Renewal of Lease.* The initial term of the lease shall commence on the Effective Date and shall continue until December 31, 2023. Provided it is not then in default, LBM shall have the right to renew the lease for up to 3 additional terms of one year each on such terms and subject to such conditions as LBLHC and LBM shall agree. Each renewal term shall be deemed to commence on January 1st and end on December 31st.

1.2 *Earlier Termination of Lease.* Subsection 1.1 to the contrary notwithstanding, LBLHC may terminate the lease at any time if LBM violates any provision of this Agreement or any applicable state, federal or local law, rule or regulation pertaining to the operation and maintenance of marinas and the dockage and rental of slip spaces for private watercraft. LBLHC shall give LBM ten (10) days written notice of such violation or violations by certified mail, return receipt requested, or by overnight delivery prior to termination.



By: _____

AUG 21 2023

IDAHO COVILLE LAKE AREA

1.3 **Rental Amount; Late Fees.** LBM shall pay LBLHC a yearly rental equal to fifty percent (50%) of the gross rental revenue from the Long Bridge Marina. Such rent shall be due and payable annually on December 15th. LBLHC reserves the right to charge a late fee equal to the lesser of 1.3% per month or the highest rate allowed by applicable law if LBM is delinquent in the payment of any monthly rental, and LBM hereby agrees to pay the same as additional rental.

2. **Management of the Long Bridge Marina.** LBM shall have the sole and exclusive right to manage and operate the Long Bridge Marina for so long as its lease of the Long Bridge Marina Property is in effect. Without limiting the generality of the foregoing, LBM shall have the right to hire or retain employees; to retain contractors and materialmen to make such repairs to the marina as LBM determines are reasonably necessary; to establish safety rules and regulations applicable to all persons who rent boat slips; to lease dockage and boat slips to patrons on such terms and subject to such conditions as LBM shall determine (which shall as nearly as practicable conform to the form of Dockage and Boat Slip Lease Agreement attached to this Agreement as Exhibit B); to collect dockage and slip rental fees from persons leasing slip space, and to deposit the same; to enter contracts or agreements with third parties for the provision of supplies, equipment and such other items as are reasonably necessary to operate a marina; and to procure one or more policies of insurance with a reputable insurance company insuring LBM and LBLHC against all risks and perils reasonably associated with marina operations.

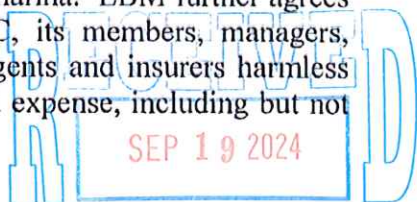
3. **Taxes and Assessments.** LBLHC shall be solely responsible for paying the real property taxes assessed against the Long Bridge Marina Property on or before the same become due, and for paying all charges relating to the existing water and sewer connection. LBM shall be solely responsible for paying all other costs and expenses relating or pertaining to the Long Bridge Marina Property and the Long Bridge Marina, including but not limited to (a) electrical, gas and garbage disposal charges, (b) lease obligations and assessments relating or pertaining to the State of Idaho submerged lands lease and (c) annual taxes on slip rental revenues.

4. **Covenants of LBM.**

(a) LBM shall at all times ensure that persons renting slip spaces at the marina comply with all present and future ordinances, resolutions, statutes and established regulations relating or pertaining to LBLHC's marina.

(b) LBM shall comply with all present and future health, safety, environmental and sanitary rules and regulations of any and all applicable regulatory bodies, including but not limited to those established by any federal, state or local government agency having jurisdiction over LBLHC's marina.

(c) LBM agrees that LBLHC, its members, managers, directors, officers, employees, volunteers, representatives, agents and insurers shall not be liable to LBM or any other person for any loss, injury, death or damage to persons or property that may arise directly or indirectly from LBM's management and operation of the marina. LBM further agrees to indemnify, defend, release, discharge and hold LBLHC, its members, managers, directors, officers, employees, volunteers, representatives, agents and insurers harmless from and against any and all loss, cost, liability, damage and expense, including but not

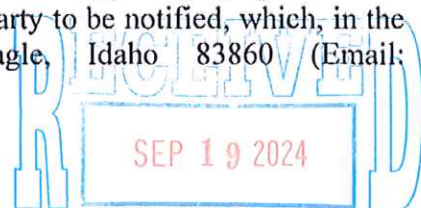


limited to reasonable attorney's fees and costs, penalties and fees incurred in connection with or arising from:

- (i) any default by LBM of the terms and conditions of this Agreement;
- (ii) the use of the marina slips by lessees of the slips and their family members, guests, invitees, licensees, vendors, visitors or agents;
- (iii) acts, omissions of LBM, its members, managers, directors, officers, employees, volunteers, representatives or agents in or around the marina, except for acts or omissions constituting gross negligence or willful misconduct;
- (iv) storm, fire, theft, acts of God or other casualty whatsoever;
- (v) any claims by any other person by reason of loss, injury, death or damage to persons or property due to an act, occurrence or omission set forth above in this Section 4(c).
- (vii) any damage to the marina caused (or suffered to be caused) by LBM or watercraft owned or controlled by lessees of slip space at the marina, it being understood and agreed that LBM shall repair any damage to the slip promptly and at LBM's sole expense, and that LBM's failure to repair damage to the Slip within fourteen (14) days after notification by LBLHC may, at the discretion of the LBLHC, result in the termination of this Agreement.

5. **Miscellaneous Provisions.**

- (a) In the event of emergency that poses any risk to life, safety or property, LBM is hereby authorized to (but under no duty to) to take such action as is reasonably necessary to alleviate the emergency condition without liability for damages or loss of any kind.
- (b) LBM shall comply with all laws and regulations now or hereafter in effect concerning the protection of the environment in and around the marina.
- (c) This Agreement represents the entire agreement between the parties, and there are no representations, warranties, covenants or conditions, except those specified herein, or those specifically incorporated by reference to other documents, laws, rules or regulations.
- (d) This Agreement may be amended or modified only by a written agreement signed by the parties.
- (e) All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: electronic notice; personal delivery; overnight courier service; or certified or registered mail, postage prepaid, return receipt requested. All notices shall be addressed to the party to be notified, which, in the case of LBLHC is 41 Lakeshore Drive, Sagle, Idaho 83860 (Email:



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LBLHCO@outlook.com) and in the case of LBM is 31 Lakeshore Drive, Sagley, Idaho 83860 (Email: longbridgemarina@outlook.com).

SPRING LAKE AREA

(f) No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held hereunder unless such waiver is made expressly and in writing.

(g) If any provision of this Agreement shall be found to be void, such determination shall not affect any other provision of this Agreement.

(h) In the event any suit, claim, action or any other legal proceeding is instituted to enforce this Agreement, the prevailing party shall be entitled to recover, in addition to costs and expenses provided by statute or otherwise, all reasonable attorney's fees, including but not limited to attorney's fees incurred at trial or on appeal. This Agreement shall be governed by the laws of the State of Idaho and the United States. Venue for any action hereunder shall be in the District Court of the First Judicial District of Idaho in and for Bonner County.

IN WITNESS WHEREOF, this Agreement has been executed by LBLHC and LBM as of the 22 day of June 2023.

LBLHC:

Long Bridge Land Holding Company LLC,
an Idaho limited liability company

By:



Benjamin Milbrath
Its duly authorized signatory

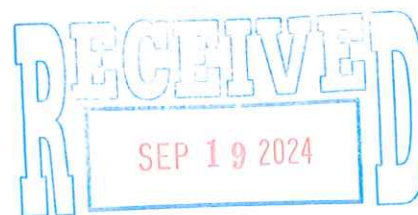
LBM:

Long Bridge Marina LLC,
an Idaho limited liability company

By:



Benjamin Milbrath
Its duly authorized signatory



By: _____

AUG 21 2023

Exhibit A to Lease and Management Agreement
(Description of Long Bridge Marina Property)

Real Property:

Lot 2B of Replat of Lot 1A, Block 10, Lakeside Place, according to the plat thereof, recorded in Book 12 of Plats, Page 55, records of Bonner County, Idaho

Submerged Leased Lands and Littoral Rights:

[to be added when obtained from the State of Idaho]

Long Bridge Marina:

See dock and slip diagram attached hereto.



By: _____

AUG 21 2023

Limited Liability Company Act, as so amended. Any repeal or modification of this paragraph by the members of the Company shall not adversely affect any right or protection of a member of the Company existing at the time of such repeal or modification.

DATED this 14th day of June 2023.



Benjamin Milbrath, its Organizer

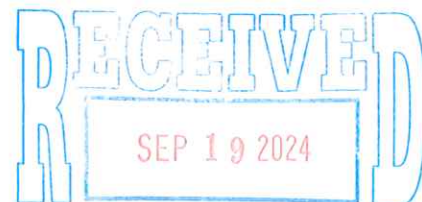
CONSENT TO SERVE AS REGISTERED AGENT

I, Benjamin Milbrath, hereby consent to serve as registered agent in the State of Idaho for Long Bridge Land Holding Company LLC, an Idaho limited liability company. I understand that as registered agent for the limited liability company, it will be my responsibility to accept service of process in the name of the limited liability company, to forward all mail and license renewals to the appropriate members of the limited liability company, and to immediately notify the Office of the Secretary of State of my resignation or of any change of address of the registered office of the limited liability company for which I am agent.

DATED this 14th day of June 2023.



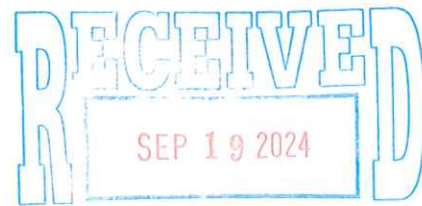
Benjamin Milbrath



By: _____

40520Long Bridge Land Holding Company Articles of Organization

IDAHO DEPARTMENT OF LANDS
AUG 21 2023
PEND OREILLE LAKE AREA



By: _____



Riprap Volume: Approximately 30 CY of riprap was placed.

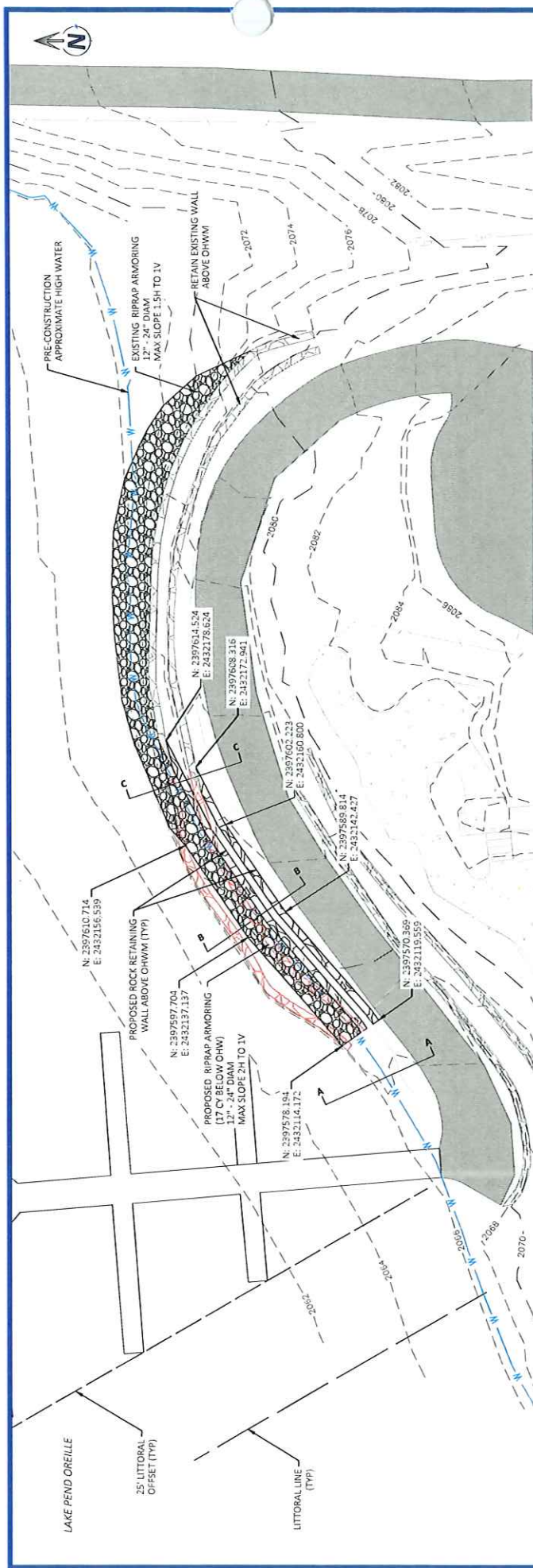
DEPT OF LANDS

Riprap Width: Varies 5 to 7 FT from wall. Averages approximately 5 FT.

Riprap Length: Approximately 75 FT.

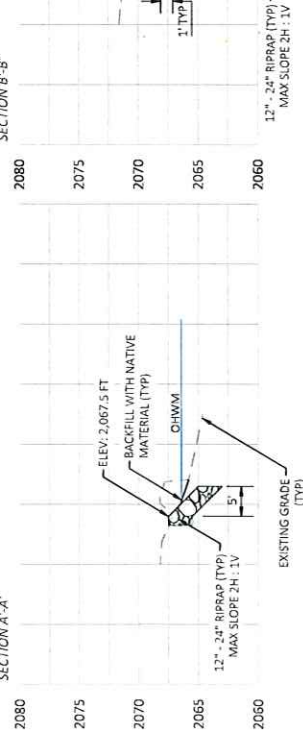
Riprap Thickness: Averages 2 FT.

Riprap Freeboard: Varies 0.5 to 4 FT from top of riprap to top of wall. Averages approximately 5 FT.

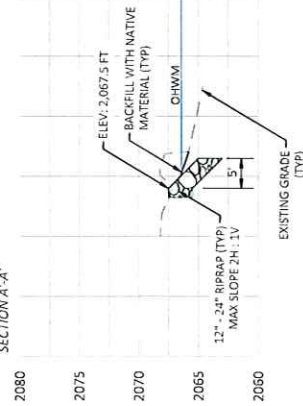


1 PLAN VIEW
SCALE: 1" = 20'

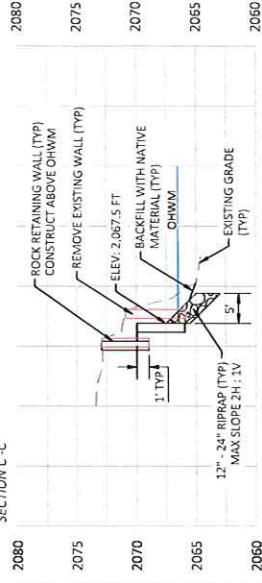
SECTION B'-B'



SECTION A'-A'



SECTION C'-C'



NOTE:
THE USGS LAKE PEND ORELLE SUMMER POOL ELEVATION IS 2,062.5 FT-NGVD29. THIS WAS CONVERTED TO 2,066.37 FT-NAVD88 FOR USE AS THE ORDINARY HIGH WATER (OHWM).
THE USGS LAKE PEND ORELLE WINTER POOL ELEVATION IS 2,051.0 FT-NGVD29. THIS WAS CONVERTED TO 2,054.87 FT-NAVD88 FOR USE AS THE APPROXIMATE LOW WATER. RIPRAP TO BE PLACED IS APPROXIMATELY 35 CY TOTAL (17 CY BELOW OHWM).

LONG BRIDGE LAKE ACCESS

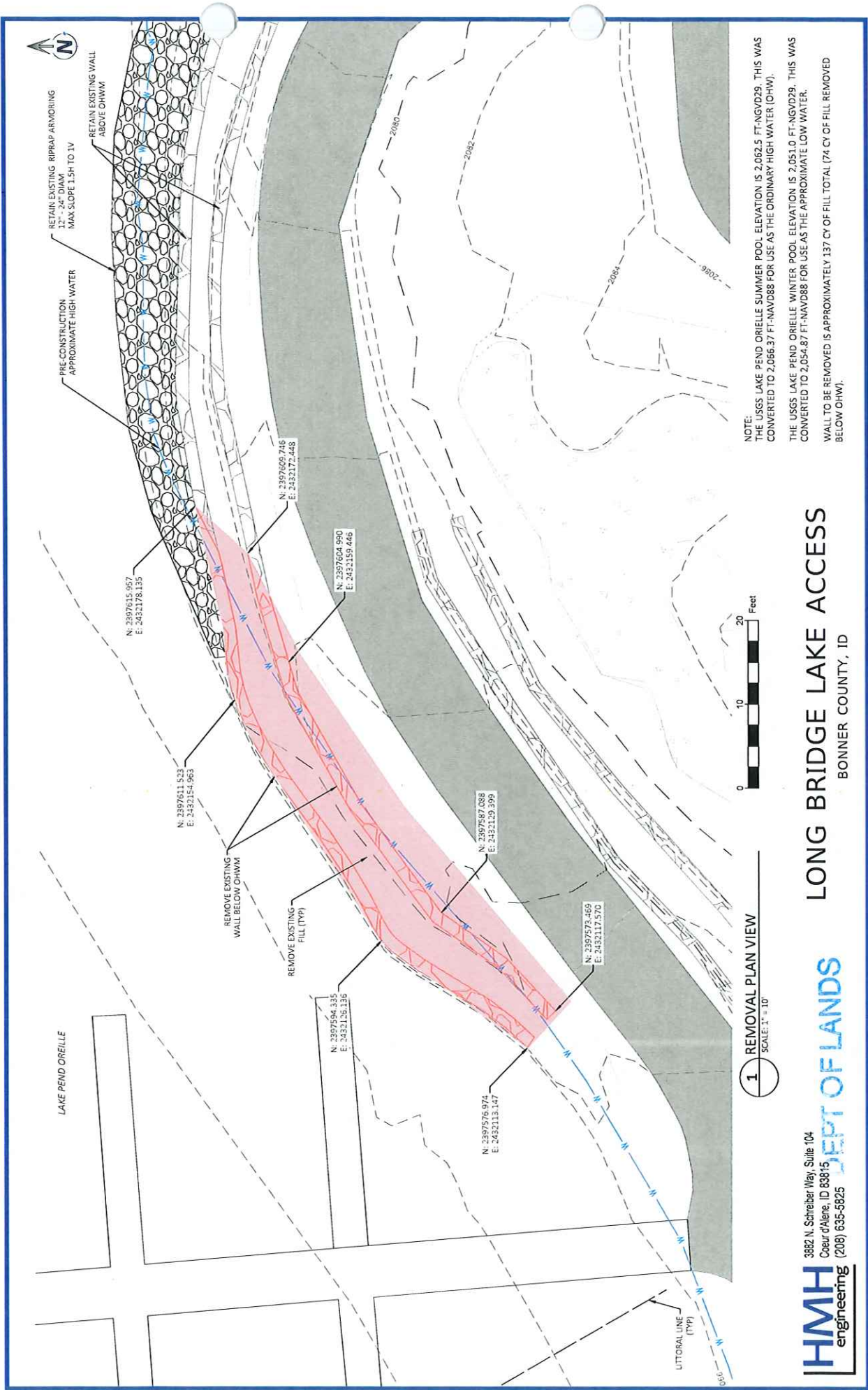
BONNER COUNTY, ID

DEPT OF LANDS

3882 N. Schreiber Way, Suite 104
Coeur d'Alene, ID 83815
(208) 635-5825

HMH
engineering

MAY 11 2024



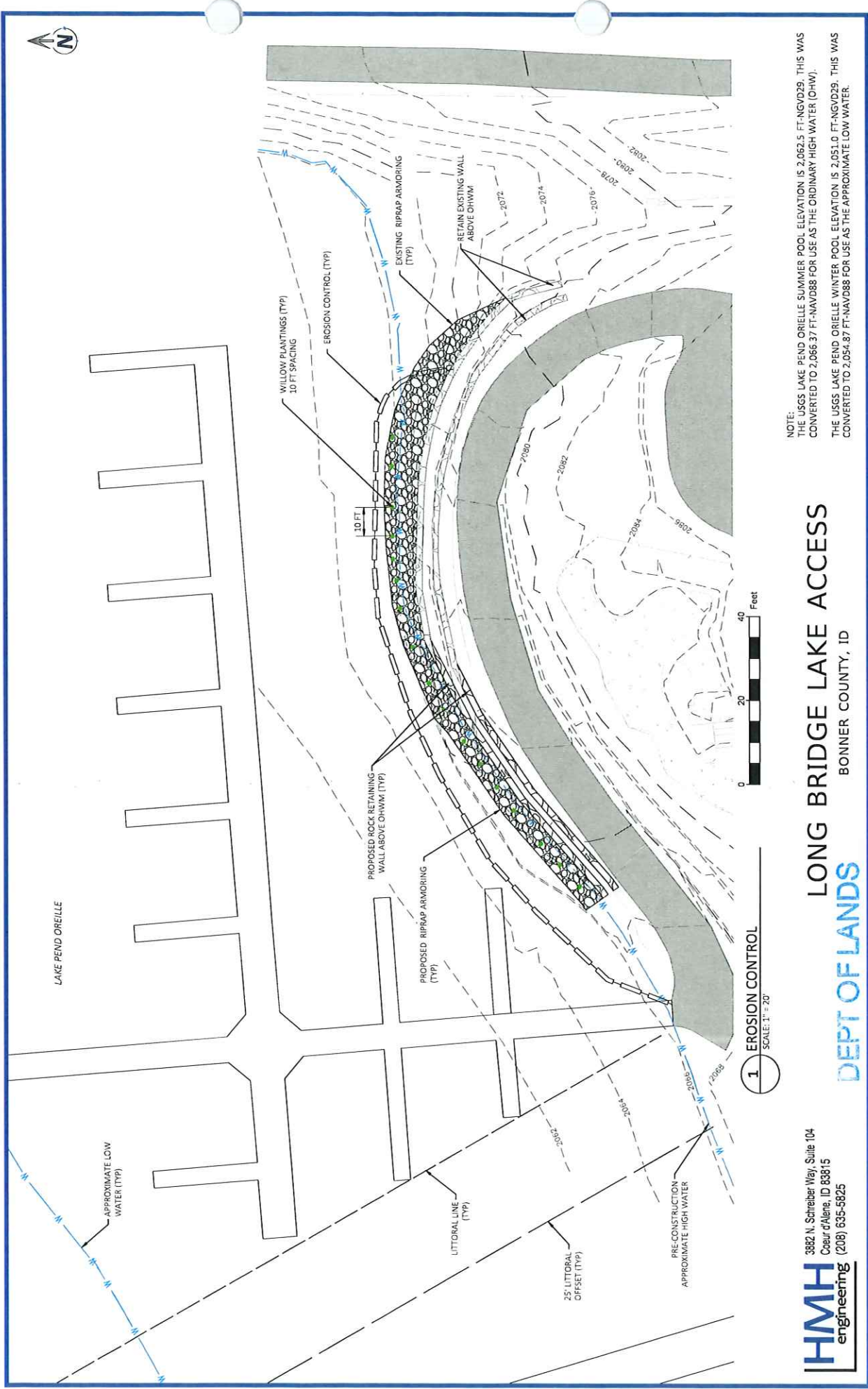
NOTE:
 THE USGS LAKE PEND OREILLE SUMMER POOL ELEVATION IS 2,062.5 FT-NGVD29. THIS WAS CONVERTED TO 2,066.37 FT-NAVD88 FOR USE AS THE ORDINARY HIGH WATER (OHW).
 THE USGS LAKE PEND OREILLE WINTER POOL ELEVATION IS 2,051.0 FT-NGVD29. THIS WAS CONVERTED TO 2,054.87 FT-NAVD88 FOR USE AS THE APPROXIMATE LOW WATER.
 WALL TO BE REMOVED IS APPROXIMATELY 137 CY OF FILL TOTAL (74 CY OF FILL REMOVED BELOW OHW).

LONG BRIDGE LAKE ACCESS BONNER COUNTY, ID

HMH engineering
 3882 N. Schreiber Way, Suite 104
 Coeur d'Alene, ID 83815
 (208) 635-5825

1 REMOVAL PLAN VIEW
 SCALE: 1" = 10'

MAY 01 2024



HMH engineering
 3882 N. Schreiber Way, Suite 104
 Coeur d'Alene, ID 83815
 (208) 635-5825

LONG BRIDGE LAKE ACCESS
 BONNER COUNTY, ID
DEPT OF LANDS

MAY 01 2024

GENERAL NOTES:

EROSION CONTROL SHALL CONFORM TO BONNER COUNTY REVISED CODE. THE CONTRACTOR SHALL PROVIDE DUST CONTROL FOR CONSTRUCTION OPERATIONS. THESE PLANS AND CONDITIONS ENCOUNTERED IN THE FIELD TO THE OWNER AND THE ENGINEER OR THE ENGINEER'S REPRESENTATIVE. THE CONTRACT SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS.

EROSION CONTROL - EROSION CONTROL SHALL BE MAINTAINED THROUGH THE USE OF EXISTING VEGETATION, SILT FENCING, STRAW WATTLES, EROSION CONTROL BLANKETS AND RE-SEEDING SLOPES STEEPER THAN 2H:1V. SILT FENCING SHALL BE PLACED DOWN-SLOPE OF ALL CONSTRUCTION AREAS WITHIN 100 FEET OF SURFACE WATER AREAS WHERE CONSTRUCTION ACTIVITIES TEMPORARILY CEASE FOR MORE THAN 21 DAYS SHALL BE STABILIZED WITH SEEDING OR OTHER METHODS OF STABILIZATION APPROVED BY THE ENGINEER OR HIS REPRESENTATIVE. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED AND RE-SEEDING AS REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF EROSION CONTROL MEASURES UNTIL SUCH TIME THAT FINAL STABILIZATION OF THE SITE IS COMPLETE.

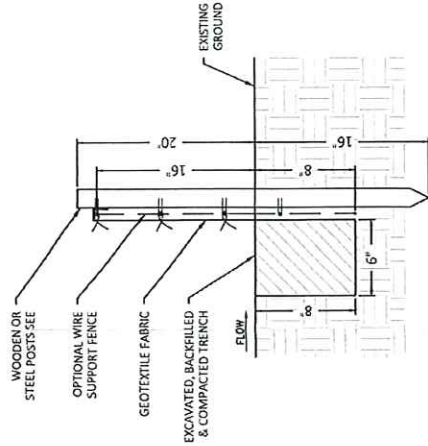
DROP-LINE TRENCHES - TRENCHES SHALL BE INSTALLED UNDER NEATH ALL ROOF DRAIN LINES TO PREVENT EROSION, WHERE PAVEMENT IS NOT PRESENT.

INSPECTIONS - THE CONTRACTOR SHALL INSPECT ALL STORM-WATER AND EROSION CONTROL MEASURES AT LEAST ONCE EVERY 7 DAYS AND FOLLOWING ANY STORM EVENT OF 0.25 INCHES OR GREATER UNTIL SUCH TIME THAT FINAL STABILIZATION IS COMPLETE. THE FOLLOWING ITEMS SHALL BE INSPECTED:

- SILT FENCE
 - DEPTH OF SEDIMENT (SEDIMENT SHALL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED 1/2 THE HEIGHT OF THE SILT FENCE)
 - TURNS IN FABRIC
 - FABRIC SECURED TO FENCE POSTS
 - FENCE POST FIRMLY IN GROUND
- RESEEDING
 - BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH

FINAL STABILIZATION - ALL DISTURBED SOIL AREAS SHALL BE RE-SEEDING AND RECLAIMED WITH NATIVE VEGETATION HAVING SOIL HOLDING PROPERTIES PER BCRC 12-714 (C). ALL RESEEDING OF AREAS WITHIN 40' SETBACK MUST CONSIST OF NATIVE SPECIES SPECIFIED IN BCRC APPENDIX B OF TITLE 12.

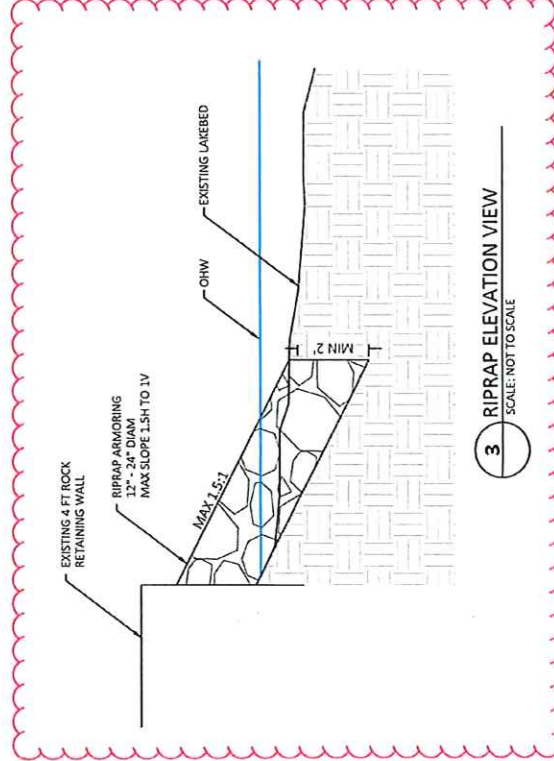
THE ENGINEER SHALL BE NOTIFIED AND SHALL HAVE THE OPPORTUNITY TO INSPECT THE STORM WATER MANAGEMENT AND EROSION CONTROL SYSTEM.



- NOTES:
1. FIBER ROLLS SHALL BE PLACED ALONG A LEVEL CONTOUR UNLESS OTHERWISE SHOWN.
 2. TURN THE END OF THE FIBER ROLL UP SLOPE TO PREVENT RUNOFF FROM GOING AROUND THE ROLL.
 3. IF MORE THAN ONE FIBER ROLL IS PLACED IN A ROW, THE ROLLS SHALL BE OVERLAPPED A MINIMUM 12\".
 4. SEDIMENT SHALL BE REMOVED WHEN SEDIMENT ACCUMULATION REACHES ONE-HALF OF THE EXPOSED HEIGHT OF THE FIBER ROLL.

1 FIBER ROLLS / STRAW WATTLES

SCALE: NOT TO SCALE



2 RIPRAP ELEVATION VIEW

SCALE: NOT TO SCALE

3 SILT FENCE DETAIL

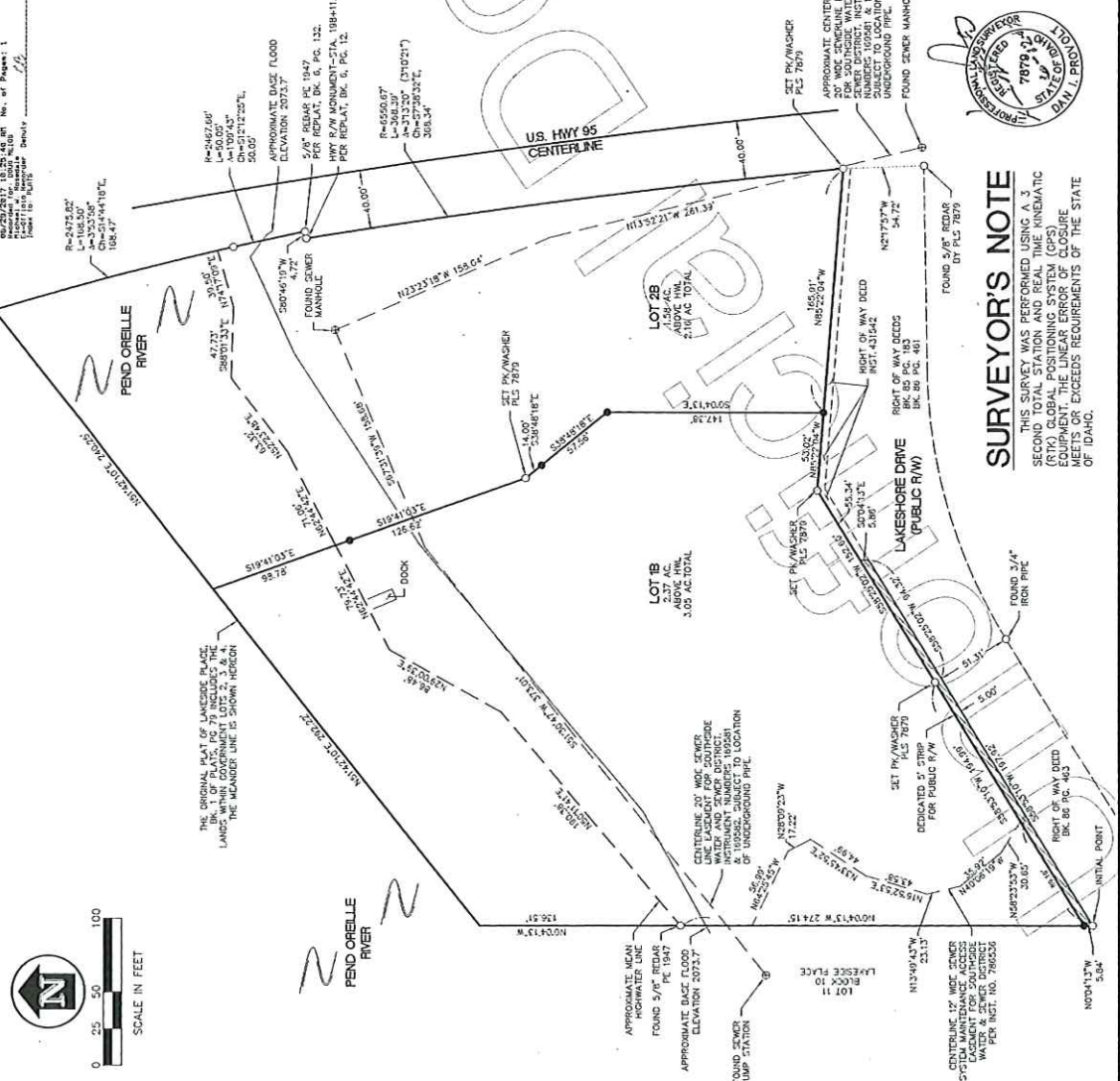
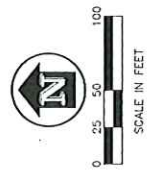
SCALE: NOT TO SCALE



REPLAT OF LOT 1A, BLOCK 10, LAKESIDE PLACE

SECTION 35, TOWNSHIP 57 NORTH, RANGE 2 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO

Instrument # 087403 D. 12 P. 55
Surveyed & Certified by: [Signature]
Recorded by: [Signature]
Date of Recording: 10/12/2022
Book & Page: 12 PG 55





Application Number:

Commercial/Community/Non-navigational Encroachment Permit Application

This application and required documents must be completed when submitting an encroachment permit application. Incomplete applications will be returned without processing.

ENCROACHMENT TYPE(S):
(Check all that apply)

- | | |
|--|---------------------------------------|
| ☐ Community dock | ☐ Float home |
| ☒ Commercial marina | ☐ Boat garage |
| ☐ Bank stabilization or Rip Rap | ☐ Mooring buoy |
| ☐ Other – describe: | |

Applicant's Littoral Rights Are:

- ☒ Owned, fee simple title holder
☐ Leased
☐ Signature of littoral rights owner is obtained if Applicant is not the owner of the riparian/littoral rights
☐ Other – describe: _____

Provide a 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 # L96S08846

Date of Construction: _____

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

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

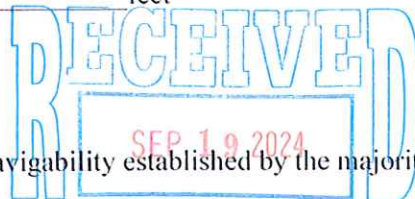
(Please note that old dock materials must be removed from the lake. Discarding these materials creates serious boating safety issues and offenders will be subject to prosecution and penalties.)

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

Encroachment Type: Dock 539 feet
Encroachment Type: _____ feet
Encroachment Type: _____ 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.
☐ _____ feet and not located near any other docks or encroachments.



By: _____

How many frontage parcel lots does the applicant own?

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

☒ Yes Total front footage: 199 feet

☐ No Total square footage: _____ ft²

Will any Proposed Docks Exceed the Maximum Width of 10 Feet?

☐ Yes If yes, explain why: _____

☒ No

Encroachment Type: _____ feet

Encroachment Type: _____ feet

Encroachment Type: _____ feet

Determining Riparian/Littoral Right Lines

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

Applicant Name

6-27-23

Applicant Title (if applicable)

Applicant Signature

Applicant Print Name **SEP 19 2024**

Applicant Title (if applicable)

ENC-006
(07/2024)

RP0023401001B0

Status: Active

Primary Owner:

HARVEY, GLEN R

Mailing Address:

41 LAKESHORE DR
SAGLE, ID 83860

Situs:

51 LAKESHORE DR, SAGLE, ID 83860

Legal Description:

34/35-57N-2W LAKESIDE PLACE BLK 10 LOT 1B REPLAT THE LODGE AT
SANDPOINT 50% INT EACH

Code Area: 36-0000 Owner Code: -none-

Parcel Type: MM MM- Location: 430 SAGLE

Effective: 04/04/2018 Expires:

Cat	Ext	RY	Qty	Unit	Value	HOMkt	HO Exempt	PTR Market	Mkt Adj	UR Base
16	L00	2021	2.370	AC	1,567,611	0	0	0	0	0 Edit
18	L00	2021	0.680	AC	275	0	0	0	0	0 Edit
38	C01	2021	0.000		3,492,197	0	0	0	0	0 Edit
38	C02	2021	0.000		2,006,484	0	0	0	0	0 Edit
38	R01	2021	0.000		76,500	0	0	0	0	0 Edit
Subtotals					\$7,143,067	\$0	\$0	\$0	\$0	\$0

Photo

By:

