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August 1, 2025

Idaho Department of Lands
Attn: Ms. Amidy Fuson
Lands Resource Specialist Sr.
Navigable Waters
3284 Industrial Loop
Coeur d'Alene, ID 83815

VIA HAND DELIVERY

Re: River's Edge Apartments, LLC Application for Community Dock Permit
(L95S-6163A)

Dear Amidy:

This letter is written on behalf of Coeur d'Alene Land Company, the owner of riparian property located across the Spokane River from the real property of River's Edge Apartments, LLC ("the Applicant"). The Applicant seeks approval of a community dock. Coeur d'Alene Land Company ("the Company") hereby objects to the proposed application and requests a public hearing. I enclose a check in the amount of \$75.00 made payable to the Idaho Department of Lands as specified in your June 30, 2025 Courtesy Notification.

The property owned by the Applicant (Parcel No. 26817) is titled in the name of River's Edge Apartments, LLC. The Applicant also owns adjacent property (which is non-riparian in nature) which the Applicant has developed for multi-family (apartment) rental purposes. The application does not qualify under the existing administrative regulations for the issuance of a permit for a community dock. IDAPA 20.03.04.11 defines a "community dock" as follows:

A structure that provides private moorage for more than two (2) adjacent littoral owners, or other littoral owners possessing a littoral common area with littoral rights including, but not limited to, homeowner's associations. No public access is required for a community dock.

(Emphasis added).



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The Applicant has one riparian parcel. The Applicant owns other adjacent parcels, which are all non-riparian in nature. There is no matter of record title indicating that the subject parcel (Parcel No. 26817) is "a littoral common area." There are no recorded rights on the part of the Applicant's upland parcels to have a legal right of use in the proposed community dock. Hence, it is not a "community" dock.

Since the adoption of the administrative regulations governing community docks, a fundamental requirement has been imposed that an applicant demonstrate that the "other littoral owners possessing a littoral common area" include a recorded real property interest on the part of the upland, non-riparian parcels to utilize the "community dock." For example residential riparian communities satisfy the requirements for "possessing a littoral common area with littoral rights" by recording real property covenants that create a right on the part of the non-riparian upland parcels to utilize the riparian portion held in "common." This ensures that the letter and spirit of the law is met. It guarantees that the people who will be using the "community dock" are in fact the members of the "community." This requirement has been evenly-handedly and uniformly been applied by IDL to community dock applications since adoption of the administrative regulations.

The Applicant may state that it intends to lease slips in the dock to renters of apartments on adjacent parcels, but those renters have no recorded common interests, legal or otherwise, in the riparian area. Since there is no riparian common area possessed in common by all of the parcels, the Applicant could, should the encroachment be permitted, lease the slips to anyone, regardless of whether or not they have any relationship or affiliation to the upland parcels as a renter or otherwise. That makes this a commercial marina and not a community dock.

Given the inability of this application to satisfy the standards of a community dock under the IDAPA rules, the Applicant could in fact rent the entirety of the slips to individuals who have absolutely no relationship with any of the Applicant's properties, littoral or otherwise. This is no different than leasing the slips to someone who lives five (5), ten (10), or fifty (50) miles away.

As a commercial marina, the Applicant would be required to devote one-half of the slips to public rental and to provide all required parking associated with a commercial marina, and meet City zoning requirements. There is no indication in the application that these standards have been met.

Should this encroachment be permitted, you can likely anticipate seeing rentals of the subject slips to individuals with no relationship to the Applicant's adjacent properties. These individuals will have no place to park. Further, there is no requirement that one-half of these slips be subject to the public lease requirements mandated by IDAPA.

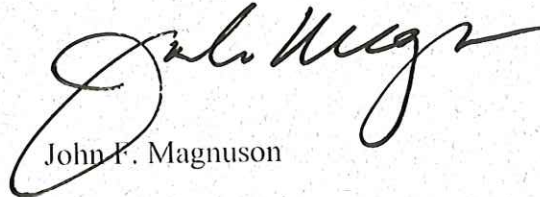
Additionally, the A dock is shown to extend 154 feet waterward of the OHWM. There are no 154 foot docks of a community nature readily apparent in this expanse of the river. The proposed encroachment is beyond the line of navigability. To shoe-horn an 11,064 square foot commercial



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marina under the guise of a community dock in this expanse of the river appears contrary to both the letter and the spirit of the rules as well as the Public Trust Doctrine.

Sincerely,



John F. Magnuson

JFM/js

Encl.

cc: Coeur d'Alene Land Company
IDL-FUSON.LTR4.wpd

