

ELIZABETH A. TELLESSEN, ISB No. 7393  
WINSTON & CASHATT, LAWYERS, P.S.  
250 Northwest Boulevard, Suite 206  
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Facsimile: (208) 765-2121  
[eat@winstoncashatt.com](mailto:eat@winstoncashatt.com)

Attorneys for River's Edge Apartments, LLC  
And Lanzce Douglass

**BEFORE THE IDAHO DEPARTMENT OF LANDS**

In the Matter of the Application for  
Encroachment L95S6163A, a  
Community Dock,

River's Edge Apartments, LLC,  
Lanzce Douglass,

Applicant.

AGENCY Case No. PH-2025-NAV-22-005

OAH Case No. 25-320-07

**PETITION TO INTERVENE by  
BOARDWALK AND DOCKS LLC and  
RESIDENCES ON THE SPOKANE LLC**

This petition to intervene is brought by BOARDWALK AND DOCKS LLC, an Idaho limited liability company, and RESIDENCES ON THE SPOKANE LLC, and Idaho limited liability company, by and through their attorney of record, Elizabeth A. Tellessen of Winston & Cashatt, Lawyers, to intervene as applicants in this matter.

Boardwalk and Docks LLC is the fee simple owner of the Shoreline Parcel, under that certain deed dated August 21, 2025, and recorded in the records of Kootenai County, Idaho under instrument number 3013653000. (Appendix A)

Residences on the Spokane LLC is the fee simple owner of a parcel of property within the River's Edge Apartments development, under that certain deed dated August 21,

MOTION TO INTERVENE  
PAGE 1

*Winston & Cashatt*  
A PROFESSIONAL SERVICE CORPORATION  
250 Northwest Blvd., Suite 206  
Coeur d'Alene, Idaho 83814  
Phone: (208) 667-2103

2025, and recorded in the records of Kootenai County, Idaho under instrument number 3013654000 (Appendix B).

Boardwalk and Docks LLC as landlord, with Residences on the Spokane LLC and River's Edge Apartments, LLC as tenants, entered into a Lease Agreement granting each parcel and owner within the River's Edge Apartments development an undivided  $\frac{1}{4}$  interest in the Shoreline Parcel's riparian and littoral rights. (Appendix C) Furthermore, River's Edge Apartments, LLC has assigned to Boardwalk and Docks LLC and Residences on the Spokane LLC each a  $\frac{1}{4}$  undivided interest in the application at issue in these proceedings, and if a license or permit is issued each would be a party to such. (Appendix D)

Thus, Boardwalk and Docks LLC and Residences on the Spokane LLC have a substantial interest in these proceedings and request intervention under IDAPA 62.01.01700, and to be aligned as applicants.

DATED this 22<sup>nd</sup> day of August, 2025.



ELIZABETH A. TELLESSEN, ISB No. 7393  
WINSTON & CASHATT, LAWYERS, P.S.  
250 Northwest Boulevard, Suite 206  
Coeur d'Alene, Idaho 83814  
Telephone: (208) 667-2103  
Facsimile: (208) 765-2121  
[eat@winstoncashatt.com](mailto:eat@winstoncashatt.com)

## CERTIFICATE OF SERVICE

I hereby certify that on this 22<sup>nd</sup> day of August, 2025, I caused to be served a true and correct copy of the foregoing by the following method to:

Cindy Richardson R&R Northwest 1857 W. Hayden Avenue, # 102 Hayden, ID 83835 (208) 818-6478 <i>Agent for Applicant</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email: <a href="mailto:Cindy.richardson@rrnorthwest.com">Cindy.richardson@rrnorthwest.com</a>
Coeur d'Alene Land Company John F. Magnuson 1250 Northwood Center Court, Ste. A Coeur d'Alene, ID 83816 (208) 667-0500 <i>Counsel for Objector CDA Land Co.</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email: <a href="mailto:john@magnusononline.com">john@magnusononline.com</a>
Sheriff Robert B. Norris Kootenai County Sheriff's Office P.O. Box 9000 Coeur d'Alene, ID 83816 (208) 446-1300 <i>Objector</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email: <a href="mailto:kcsso@kcgov.us">kcsso@kcgov.us</a>
Peter J. Smith IV Fennemore Craig, PC 418 E. Lakeside Ave., Suite 224 Coeur d'Alene, ID 83814 (208) 956-0145 <i>Counsel for Potential Intervenor Concerned Citizens</i>	U.S. Mail Email: <a href="mailto:Peter.smith@fennemorelaw.com">Peter.smith@fennemorelaw.com</a>

Idaho Department of Lands John Richards, General Counsel Kayleen Richter, Counsel 300 N. 6th Street, Ste. 103 Boise, ID 83702 (208) 334-0200 <i>Counsel for IDL</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email: <a href="mailto:jrichards@idl.idaho.gov">jrichards@idl.idaho.gov</a> <a href="mailto:krichter@idl.idaho.gov">krichter@idl.idaho.gov</a>
Amidy Fuson <i>Lands Resource Specialist-Navigable Waters</i> Marde Mensinger <i>Program Manager for Navigable Waters</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email: <a href="mailto:afuson@idl.idaho.gov">afuson@idl.idaho.gov</a> <a href="mailto:mmensinger@idl.idaho.gov">mmensinger@idl.idaho.gov</a>
Kourtney Romine Rachel King Kayla Dawson <i>Service Contacts for IDL</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email: <a href="mailto:kromine@idl.idaho.gov">kromine@idl.idaho.gov</a> <a href="mailto:rking@idl.idaho.gov">rking@idl.idaho.gov</a> <a href="mailto:kdawson@idl.idaho.gov">kdawson@idl.idaho.gov</a>
OAH General Government Division P.O. Box 83720 Boise, ID 83720-0104 (208) 605-4300	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email: <a href="mailto:filings@oah.idaho.gov">filings@oah.idaho.gov</a> <a href="mailto:leslie.hayes@oah.idaho.gov">leslie.hayes@oah.idaho.gov</a>

  
Cheryl E. Krengel, Paralegal

Return to:  
Elizabeth A. Tellessen  
Winston & Cashatt Lawyers  
601 W. Riverside Ave., Suite 1900  
Spokane, WA 99201

JENNIFER LOCKE 3 P 3013653000  
KOOTENAI COUNTY RECORDER  
MRR Date 08/21/2025 1:54 PM  
REQ OF WINSTON AND CASHATT

RECORDING FEE: \$15.00

DD



## QUITCLAIM DEED

For Value Received, RIVER'S EDGE APARTMENTS, LLC, a Washington limited liability company, does hereby convey, release, remise and forever quitclaim unto BOARDWALK AND DOCKS LLC, an Idaho limited liability company, whose current address is 1402 E. Magnesium Rd., Ste. 202, Spokane, WA 99217, the real property described in **Exhibit A**, such exhibit being incorporated herein by this reference.

Together with their appurtenances and reserving an easement for ingress and egress across the property to the shoreline of the Spokane River for the benefit of Grantor, its abutting property, tenants, successors and assigns.

Dated this 21 day of August, 2025.

RIVER'S EDGE APARTMENTS, LLC  
A Washington limited liability company


  
By: Lanzce G. Douglass  
Its: Member

STATE OF IDAHO                    )  
  ) ss  
COUNTY OF KOOTENAI        )

On this 21 day of August, 2025, before me, Lora Henderson, a Notary Public in and for said state, personally appeared Lanzce G. Douglass known or identified to me to be the Member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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



  
Notary Public for the State of Idaho  
Residing: Arho  
Commission Expires: 10-25-28

**EXHIBIT A**  
**(Parcel 4)**

A PORTION OF GOVERNMENT LOT 1 OF SECTION 10 AND A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°33'06" EAST A DISTANCE OF 229.99 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'21" WEST A DISTANCE OF 582.72 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION**;

THENCE CONTINUING SOUTH 00°59'21" WEST A DISTANCE OF 133.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182"

THENCE CONTINUING SOUTH 00°59'21" WEST A DISTANCE OF 18.45 FEET TO A CALCULATED POINT SHOWN ON THE PLAT OF ATLAS WATERFRONT 1<sup>ST</sup> ADDITION AS RECORDED IN BOOK L, PAGES 519-519I, RECORDS OF KOOTENAI COUNTY, IDAHO ON THE ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER

THENCE NORTHWESTERLY ALONG AND COINCIDENT WITH THE MENANDERING ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182", LOCATED NORTH 82°22'54" WEST A DISTANCE OF 1579.80 FEET;

THENCE NORTH 01°59'13" EAST A DISTANCE OF 205.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 76°26'19" EAST A DISTANCE OF 261.35 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 112.50 FEET, A CHORD BEARING OF SOUTH 65°31'53" EAST, AND A CHORD DISTANCE OF 42.57 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 167.50 FEET, A CHORD BEARING OF SOUTH 73°42'35" EAST, AND A CHORD DISTANCE OF 109.54 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 162.50 FEET, A CHORD BEARING OF SOUTH 87°24'49" EAST, AND A CHORD DISTANCE OF 30.48 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 82°01'55" EAST A DISTANCE OF 346.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 81°30'04" EAST A DISTANCE OF 141.18 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 83°43'59" EAST A DISTANCE OF 253.11 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 83°43'59" EAST A DISTANCE OF 237.80 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 80°20'28" EAST A DISTANCE OF 105.03 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 74°37'39" EAST A DISTANCE OF 20.09 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 80°20'28" EAST A DISTANCE OF 40.33 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

CONTAINING 6.26 ACRES, MORE OR LESS.



Return to:  
Elizabeth A. Tellessen  
Winston & Cashatt Lawyers  
601 W. Riverside Ave., Suite 1900  
Spokane, WA 99201

JENNIFER LOCKE 2 P 3013654000  
KOOTENAI COUNTY RECORDER  
KKR Date 08/21/2025 1:58 PM  
REQ OF WINSTON AND CASHATT

RECORDING FEE: \$15.00

DD



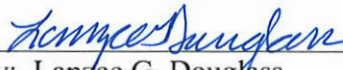
## QUITCLAIM DEED

For Value Received, RIVER'S EDGE APARTMENTS, LLC, a Washington limited liability company, does hereby convey, release, remise and forever quitclaim unto RESIDENCES ON THE SPOKANE LLC, an Idaho limited liability company, whose current address is 1402 E. Magnesium Rd., Ste. 202, Spokane, WA 99217, the real property legally described in **Exhibit A**, such exhibit being incorporated herein by this reference.

Together with their appurtenances and that easement reserved by grantor in the Quitclaim Deed, recorded in the records of Kootenai County, Idaho under instrument number 3013653000 granting an easement for ingress and egress to the shoreline of the Spokane River.

Dated this 21 day of August, 2025.

RIVER'S EDGE APARTMENTS, LLC  
A Washington limited liability company


  
By: Lanzce G. Douglass  
Its: Member

STATE OF IDAHO                    )  
  ) ss  
COUNTY OF KOOTENAI        )

On this 21 day of August, 2025, before me, Lora Henderson, a Notary Public in and for said state, personally appeared Lanzce G. Douglass known or identified to me to be the Member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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



  
Notary Public for the State of Idaho  
Residing: Altus  
Commission Expires: 10-25-28



## EXHIBIT A

### (Parcel 1)

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4 AND A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE NORTH 89°33'06" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 89°10'12" WEST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 80°35'43" WEST, AND A CHORD DISTANCE OF 766.60 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION**;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°45'49" WEST A DISTANCE OF 558.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 167.50 FEET, A CHORD BEARING OF NORTH 73°42'35" WEST, AND A CHORD DISTANCE OF 109.54 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 112.50 FEET, A CHORD BEARING OF NORTH 65°31'53" WEST, AND A CHORD DISTANCE OF 42.57 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 76°26'19" WEST A DISTANCE OF 261.35 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 01°59'13" EAST A DISTANCE OF 585.53 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 67°47'18" EAST A DISTANCE OF 170.91 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2864.79 FEET, A CHORD BEARING OF SOUTH 68°15'34" EAST, AND A CHORD DISTANCE OF 3.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 22°28'52" EAST A DISTANCE OF 11.95 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 70°17'23" EAST, AND A CHORD DISTANCE OF 243.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION**;

CONTAINING 5.22 ACRES, MORE OR LESS.

## **LEASE AGREEMENT**

This Lease Agreement (hereinafter "Lease"), made and entered into among BOARDWALK AND DOCKS LLC, an Idaho limited liability company, 1402 E. Magnesium Rd., Ste. 202, Spokane, WA 99217, ("Landlord"); and RIVER'S EDGE APARTMENTS, LLC, a Washington limited liability company and RESIDENCES ON THE SPOKANE LLC, an Idaho limited liability company (each is a "Tenant", and collectively "Tenants"), agree as follows:

**PREMISES:** That certain real property located in the City of Coeur d' Alene, County of Kootenai, State of Idaho, more particularly in Exhibit A, said exhibit is fully incorporated by this reference, together with all riparian or littoral rights (herein the "Premises").

**COMMON OCCUPATION and LITTORAL RIGHTS:** The Premises are adjacent to the Spokane River and abut Tenants' real properties (described in Exhibit B, herein "Tenants' Parcels"). The Premises and Tenants' Parcels are developed or will be developed under a common scheme and plan with apartments and common areas, which will be operated collectively as River's Edge Apartments. Landlord and Tenant agree that each owner with respect to each parcel, four in total, will have an undivided 1/4 interest in the Premises' riparian and littoral rights for purposes of the construction and use of a community dock system. It is Landlord's and Tenants' mutual intent that River's Edge Apartments, LLC will continue its pursuit of all authorizations necessary to develop the Premises with community docks that will be operated as common area available for use and rent by tenants of the apartments. Landlord and Residences on the Spokane LLC will cooperate and agree to any application, condition, permit, or authorization necessary to further the intent that each owner of the five parcels possess and have the benefit of the riparian and littoral rights to establish common area serving the apartment tenants. Landlord and Tenants agree that the community dock will not be open to the public or available for use or rent by the public.

**TERM and COMMENCEMENT:** The term of this Lease shall commence August 22, 2025 (the "Commencement Date") and shall continue for a period of ten years from the Commencement Date, such term will automatically renew in ten-year increments unless or until Landlord and Tenants agree to terminate this Lease.

**RENT:** Each Tenant shall pay to Landlord rent in an amount determined by Landlord when an encroachment permit for a community dock is issued by the Idaho Department of Lands.

DEPOSIT: No security deposit shall be required for this Lease.

LATE CHARGES: The Tenant acknowledges that late payment by the Tenant to the Landlord of rent or other sum due hereunder will cause the Landlord to incur costs not contemplated by the lease. Accordingly, the parties agree that in the event the Tenant should fail to pay the rent or other sum due within fourteen (14) business days of the date due, the Tenant shall pay the Landlord as additional rent a late charge equal to One Hundred and No/100ths Dollars (\$100.00). The Tenant will pay a \$75.00 charge to the Landlord for each check returned due to insufficient funds.

OBLIGATIONS OF LANDLORD AND TENANT: Tenant's obligation to pay rent is a material term of this Lease, and a failure to pay rent due, except as expressly permitted herein, is a material breach of this Lease.

CONSTRUCTION, MAINTENANCE AND REPAIRS: Landlord and Tenants shall share all expenses associated with the construction, maintenance, repair, and replacement of the docks, including, but not limited to driving pilings, constructing dock supports, frames, decks and trim, constructing ramps and all other appurtenances to the community docks. Notwithstanding the foregoing, Landlord shall be responsible for maintaining the aesthetic appeal of the Premises related to Landlord's specific use and occupancy of any apartment buildings.

RESTRICTIONS ON USE: If any Tenant shall use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance, the Tenant shall pay any such increase. Tenants shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

MAINTENANCE: Repairs due to negligence of any Tenant, its agents, employees, guests or customers shall be the responsibility of the Tenant at no cost to the Landlord. At the end of the lease term the Tenant agrees to return the premises to the Landlord with the docks in good working order and repair, and otherwise in the same condition as they were the first day of possession by the Tenant, reasonable wear and tear excepted.

FIRE: If the Premises is damaged or destroyed by fire, the Landlord will, within 30 days, advise the Tenants of intent to repair or rebuild. Any rebuilding shall be commenced within 90 days and pursued with reasonable diligence to completion.

EMERGENCY PROVISIONS/ACTS OF GOD: In the event that any force majeure event or other act of God should prohibit, through no fault or responsibility of a Tenant's operation of the docks, the parties hereto agree that upon ninety (90) day notice in writing with substantiation of the conditions constituting such significant change or force majeure event, this Lease may be terminated and neither party shall have any ongoing obligations to the other, excepting the payment of rent during the ninety (90) day notice period.

INDEMNITY AND INSURANCE Landlord and Tenant agree each will carry and maintain in force, at each party's respective cost and expense, the types of insurance coverage, in the amounts elected by the party procuring the insurance, deemed necessary and appropriate to cover the potential casualties and liabilities that may arise under this Lease.

HOLD HARMLESS: No party shall be liable to another party or its agents, servants, employees, customers or invitees for any damage to person or Premises caused by any act, omission or neglect of another party.

ASSIGNMENT OR SUBLEASE: Landlord and Tenants may lease or sublease individual slips within the community dock to residents of River's Edge Apartments, provided that any lease or sublease of an individual slip in the community dock shall only be to residents of the River's Edge Apartments.

QUIET ENJOYMENT: So long as a Tenant is not in default in the payment of its rent or any other obligation of this lease or in the performance of any of the terms, covenants or conditions of the lease, Tenant's possession and rights and privileges under the lease shall not be diminished by any mortgagee or any successor to the Landlord's interest in the property.

ATTORNEY'S FEES: In the event either party places the enforcement of this Lease agreement, or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery of the possession of the leased premises in the hands of an attorney, or files suit upon the same, the non-prevailing (or defaulting) party shall pay the other party's reasonable attorneys' fees and court costs.

LIENS: The Tenants agree to keep the premises free from all liens and charges for any material or service supplied at its request.

BINDING EFFECT: All provisions of this lease shall apply to and be binding on the parties hereto, their successors, heirs, executors and assigns.

AUTHORITY: The parties hereto warrant that they have the authority to commit to this Lease.

CONDEMNATION: In the event of any exercise of a lawful right of eminent domain on a portion of the leased premises, the lease premises shall be adjusted to the remaining portion, provided it is suitable for the Tenant's purposes, and any unearned rent shall be refunded.

ELECTRONIC SIGNATURES: This Lease and all later documents, such as amendments, (a) may be executed by electronic signature, (b) may be executed and delivered in counterpart, and (c) may be delivered electronically (provided, if requested by Landlord, Tenant shall deliver a manually executed original of any of the foregoing to

Landlord). Electronic records and electronic signatures may be used in connection with the execution of this Lease and such later documents, and the same shall be legal and binding and have the same full force and effect as if a paper original of this Lease or such document had been signed using a handwritten signature. Landlord and Tenant (i) intend to be bound by electronic signatures and by documents and notices sent or delivered by electronic mail or other electronic means, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Lease or any later documents or notices based on the foregoing forms of signature or delivery.

IN WITNESS WHEREOF, the parties have executed this Lease the August 21, 2025.

**LANDLORD:**

BOARDWALK AND DOCKS LLC, LLC  
an Idaho limited liability company

Signed by:  
  
By: Mayson Douglass  
Its: Member

**TENANT:**

RIVER'S EDGE APARTMENTS, LLC  
a Washington limited liability company

Signed by:  
  
By: Lanzce G. Douglass  
Its: Member

**TENANT:**

RESIDENCES ON THE SPOKANE LLC  
an Idaho limited liability company

Signed by:  
  
By: Mayson Douglass  
Its: Member

**EXHIBIT A—Premises  
(Parcel 4)**

A PORTION OF GOVERNMENT LOT 1 OF SECTION 10 AND A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°33'06" EAST A DISTANCE OF 229.99 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'21" WEST A DISTANCE OF 582.72 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION**;

THENCE CONTINUING SOUTH 00°59'21" WEST A DISTANCE OF 133.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182"

THENCE CONTINUING SOUTH 00°59'21" WEST A DISTANCE OF 18.45 FEET TO A CALCULATED POINT SHOWN ON THE PLAT OF ATLAS WATERFRONT 1<sup>ST</sup> ADDITION AS RECORDED IN BOOK L, PAGES 519-519I, RECORDS OF KOOTENAI COUNTY, IDAHO ON THE ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER

THENCE NORTHWESTERLY ALONG AND COINCIDENT WITH THE MENANDERING ORDINARY HIGH WATER MARK OF THE SPOKANE RIVER TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182", LOCATED NORTH 82°22'54" WEST A DISTANCE OF 1579.80 FEET;

THENCE NORTH 01°59'13" EAST A DISTANCE OF 205.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 76°26'19" EAST A DISTANCE OF 261.35 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 112.50 FEET, A CHORD BEARING OF SOUTH 65°31'53" EAST, AND A CHORD DISTANCE OF 42.57 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 167.50 FEET, A CHORD BEARING OF SOUTH 73°42'35" EAST, AND A CHORD DISTANCE OF 109.54 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 162.50 FEET, A CHORD BEARING OF SOUTH 87°24'49" EAST, AND A CHORD DISTANCE OF 30.48 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 82°01'55" EAST A DISTANCE OF 346.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";



THENCE SOUTH 81°30'04" EAST A DISTANCE OF 141.18 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 83°43'59" EAST A DISTANCE OF 253.11 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 83°43'59" EAST A DISTANCE OF 237.80 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 80°20'28" EAST A DISTANCE OF 105.03 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 74°37'39" EAST A DISTANCE OF 20.09 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE SOUTH 80°20'28" EAST A DISTANCE OF 40.33 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

CONTAINING 6.26 ACRES, MORE OR LESS.

## **EXHIBIT B—Tenants' Parcels**

### **PARCEL 1:**

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4 AND A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE NORTH 89°33'06" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 89°10'12" WEST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 80°35'43" WEST, AND A CHORD DISTANCE OF 766.60 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE **POINT OF BEGINNING OF THIS DESCRIPTION**;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°45'49" WEST A DISTANCE OF 558.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 167.50 FEET, A CHORD BEARING OF NORTH 73°42'35" WEST, AND A CHORD DISTANCE OF 109.54 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 112.50 FEET, A CHORD BEARING OF NORTH 65°31'53" WEST, AND A CHORD DISTANCE OF 42.57 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 76°26'19" WEST A DISTANCE OF 261.35 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 01°59'13" EAST A DISTANCE OF 585.53 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 67°47'18" EAST A DISTANCE OF 170.91 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2864.79 FEET, A CHORD BEARING OF SOUTH

68°15'34" EAST, AND A CHORD DISTANCE OF 3.00 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 22°28'52" EAST A DISTANCE OF 11.95 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 70°17'23" EAST, AND A CHORD DISTANCE OF 243.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

CONTAINING 5.22 ACRES, MORE OR LESS.

**PARCEL 2:**

A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE NORTH 89°33'06" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF NORTH 89°10'12" WEST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'05" WEST A DISTANCE OF 530.66 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 83°43'59" WEST A DISTANCE OF 253.11 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 81°30'04" WEST A DISTANCE OF 141.18 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 82°01'55" WEST A DISTANCE OF 346.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 162.50 FEET, A CHORD BEARING OF NORTH 87°24'49" WEST, AND A CHORD DISTANCE OF 30.48 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 01°45'49" EAST A DISTANCE OF 558.28 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 80°35'43" EAST, AND A CHORD DISTANCE OF 766.60 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

CONTAINING 9.24 ACRES, MORE OR LESS.

**PARCEL 3:**

A PORTION OF GOVERNMENT LOT 1 OF SECTION 10 AND A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9 MARKED BY A 2.5" ALUMINUM CAP PER CP&F #267040000, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 88°01'04" WEST A DISTANCE OF 2652.88 FEET;

THENCE SOUTH 00°58'38" WEST A DISTANCE OF 175.02 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY AND THE **POINT OF BEGINNING OF THIS DESCRIPTION**;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°33'06" EAST A DISTANCE OF 229.99 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE LEAVING SAID RIGHT OF WAY SOUTH 00°59'21" WEST A DISTANCE OF 582.72 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 80°20'28" WEST A DISTANCE OF 40.33 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 74°37'39" WEST A DISTANCE OF 20.09 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 80°20'28" WEST A DISTANCE OF 105.03 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 83°43'59" WEST A DISTANCE OF 237.80 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE NORTH 00°59'05" EAST A DISTANCE OF 530.66 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF SELTICE WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2814.79 FEET, A CHORD BEARING OF SOUTH 89°10'12" EAST, AND A CHORD DISTANCE OF 73.52 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY SOUTH 89°33'06" EAST A DISTANCE OF 96.49 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "WCE PLS 19724" AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

CONTAINING 5.08 ACRES, MORE OR LESS.

**PARTIAL ASSIGNMENT OF JOINT APPLICATION FOR PERMITS  
L95S6163A**

This Partial Assignment of Joint Application for Permits (this “**Assignment**”) is dated as of the 21<sup>st</sup> day of August, 2025, by and between **River’s Edge Apartments LLC**, an Idaho limited liability company and **Lanzce Douglass**, individually (“**Assignor**”), and **Residences on the Spokane LLC**, an Idaho limited liability company and **Boardwalk and Docks LLC**, an Idaho limited liability company (collectively “**Assignees**”), the “**Parties**”.

**RECITALS:**

A. Assignor previously executed that certain Joint Application for Permits, dated June 19, 2025, (“**Application**”), requesting approval of community docks for use by residents of the River’s Edge Apartment complex.

B. Assignor has conveyed to Boardwalk and Docks LLC the real property abutting the Spokane River (Shoreline Parcel).

C. The Parties have entered into a lease under which each Party with respect to each parcel it owns, four in total, will have an undivided 1/4 interest in the Shoreline Parcel’s riparian and littoral rights for purposes of the construction and use of a community dock system.

D. Assignor wishes to assign, in part, its rights and interests in the Application to Assignees and to evidence Assignees’ acceptance of those rights and interests.

**AGREEMENT:**


NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to each Assignee a 1/4 undivided interest in Assignor’s rights, title and interest in and to the Application.
2. Assumption. Assignee hereby acknowledges and agrees to all of the terms of the Application and accepts the foregoing assignment and agrees to execute any further documents and perform any obligations of a permit or license issued by Idaho Department of Lands.
3. No Release. The assignment set forth herein shall not release Assignor from the obligation of Assignor to perform in accordance with the terms of the Application. Assignor and Assignee shall be jointly and severally liable for the performance of all obligations set forth in any permit or license issued by Idaho Department of Lands.


4. Counterparts. This Assignment may be executed in two or more counterparts, which when taken together shall constitute one and the same instrument. This Assignment may be executed and delivered via Docusign, telecopy, .pdf or similar electronic transmittal, which in each case shall be deemed an original.

ASSIGNOR:

**Lanzce Douglass**


Signed by:  
  
82AE8BEF83694F7...

**RIVER'S EDGE APARTMENTS LLC**  
**an Washington limited liability company**

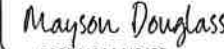
Signed by:  
  
82AE8BEF83694F7...  
By: Lanzce Douglass  
Its: Member

ASSIGNEES:

**RESIDENCES ON THE SPOKANE LLC**  
**an Idaho limited liability company**

Signed by:  
  
0A2B413AA413439...  
By: Mayson Douglass  
Its: Member

**BOARDWALK AND DOCKS LLC**  
**an Idaho limited liability company**

Signed by:  
  
0A2B413AA413439...  
By: Mayson Douglass  
Its: Member