



STATE OF IDAHO

DEPARTMENT OF LANDS

STATEHOUSE, BOISE, IDAHO 83720

STANLEY F. HAMILTON
DIRECTOR

ENCROACHMENT PERMIT NO. L-95-S-3071

Permission is hereby granted to FRED FINNEY
of W. 600 Hubbard Coeur d'Alene, ID 83814 to construct and maintain
an 8' x 40' pier, a 4' x 10' walkway, a 10' x 50' dock, seven piling, a portion of a 20'x30'
cement slab, and a 26' x 120' boatweigh
to be located as follows: Spokane River, Govt. Lot 4, Section 8,
Township 50 North, Range 4 West, Boise Meridian.

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 upon notice and hearing as provided for in the adopted rules.
3. This permit does not convey the State's title to or 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 lands at all reasonable times to inspect the encroachment authorized by this permit.
5. The Permittee assumes all liability for damages which may result from the exercise of this permit.
6. This permit does not relieve the Permittee from obtaining additional local or Federal permits as required.
7. This permit is not valid until the number assigned is displayed in letters not less than three inches in size upon the dock or piling.
8. The construction of the above-listed encroachment is authorized for a period of three years. From the 27th day of August, 1986, to the 27th day of August, 1989. Applicant may apply for an extension if the project is not completed in the specified time period.

- SEE ATTACHED SHEET FOR FURTHER SPECIAL TERMS -

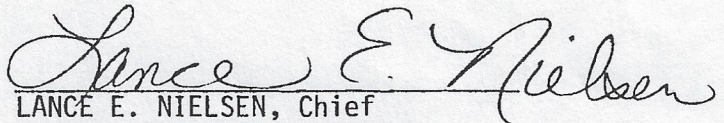
FOR THE DIRECTOR

By: Lance E. Nielsen Date: August 27, 1986
LANCE E. NIELSEN, Chief
Title: Bureau of Navigable Waters

ENCROACHMENT PERMIT NO. L-95-S-3071
August 27, 1986
Page two

SPECIAL TERMS:

1. This permit is issued subject to the established commercial navigational servitude. The permittee places this encroachment at his own peril and specifically waives any claim against commercial log tow operators who may accidentally damage this encroachment.
2. Treated wood may not be used where it will be in contact with the water (i.e., piling and float logs).
3. Panhandle Health District I has specified that no plumbing may be included in the boat service building.
4. All materials (i.e., paint, paint chips, solvent, chemicals, petroleum products, etc.) used in the boat service must be contained so they do not enter the Spokane River.
5. There is a recognized need for a commercial boat service for large-sized vessels on Lake Coeur d'Alene. No such facility is presently available. The encroachment distance into the river is acceptable when compared to existing encroachment by the DAW mill just upstream from this site.
6. This permit is not valid until the permittee executes sovereign land lease with the Idaho Department of Lands, pays for 1986 occupancy, and submits a \$1,000 performance bond.


LANCE E. NIELSEN, Chief
Bureau of Navigable Waters

LEN/mc

STATE OF IDAHO

State-owned Submerged Lands Lease

Special Lease No. M-300-97

THIS LEASE AGREEMENT, made and entered into this 1st day of January, 1987, between the STATE OF IDAHO, by and through the State Board of Land Commissioners, as Lessor, and Fred Finney, W. 600 Hubbard Coeur d'Alene, ID 83814, as Lessee.

WITNESSETH

SECTION 1. LEASED PREMISES: In consideration of the mutual covenants and agreements of the parties hereto, the Lessor does hereby lease and demise to the Lessee the following described state-owned real property situated in Kootenai County, State of Idaho, to-wit:

A tract in Govt. Lot 4, Section 8, Township 50 North, Range 4 West, B.M., and more particularly described as follows:

Adjacent to the easterly 100 feet of Tax No. 4232, being an area over the bed of the Spokane River and adjacent to lands owned by the Lessee within the area shown on encroachment permit number L-95-S-3071 and the attached approved marina boatweigh site plan, containing less than one acre General Fund lands.

SECTION 2. TERM: This Lease shall continue in force and in effect for a term of ten (10) years, commencing on the 1st day of January, 1987, and terminating on the 31st day of December, 1997.

SECTION 3. RENTAL: The Lessee agrees to pay a minimum annual rental of TWO HUNDRED FIFTY DOLLARS (\$250.00) annually, or ONE HUNDRED DOLLARS (\$100.00) per acre, or fraction thereof, per year, in advance, and rental for the year 1986 shall be computed from the 1st day of January, 1986, and payable in the amount of \$250.00. Commencing on January 1, 1987, the Lessee agrees to pay \$100.00 per acre, or fraction thereof, per year, in advance, on or before the 1st day of January of each year, or a minimum of \$250.00 annually, whichever is greater, for each calendar year thereafter.

It is expressly agreed that the rental is subject to such modification as may be established by the State Land Board as a result of its Interim Committee Study now pending, and that the final policy as established by the State Land Board in respect to Marina lease fees, which subjects this Lease to modification in conformity with such policy as shall be established. Rentals to be paid after such policy is established shall be prospective and not retroactive in application.

SECTION 4. REVIEW OF RENTAL AND LEASE TERMS: The Lessor has the right to raise and lower the annual rent to be paid by Lessee, as of the beginning of any calendar year hereunder, by providing Lessee with six (6) months prior written notification of the same and to negotiate conditions of lease as deemed necessary.

SECTION 5. USE OF PREMISES: Lessee agrees to use the leased premises for the purpose of constructing, operating and maintaining a breakwater, walkway, floating docks, and marina facility as described in Encroachment Permit No. L-95-S-3071, issued by the State or as amended by due process and incorporated herein by reference for the use of Fred Finney, and his heirs and assigns, and Lessee further agrees that he will not commit, permit, nor suffer commission of any damage to or waste upon the leased premises, nor permit any unlawful use of the leased premises, nor permit any use thereof except as stated above or otherwise provided in this lease.

SECTION 6. USE BY THE STATE AND OTHER PARTIES:

- A. The Lessee agrees that the State of Idaho, Department of Lands, shall be entitled to have access at no cost to the boat harbor and any dock therein in policing the waters of the Spokane River within this leasehold or in the protection of life and property on or adjacent to the Spokane River and further than, in case of any marine emergency, any person in distress of life or health may have access at no cost to said harbor and docks to obtain safe haven and prevent injury or loss of life.
- B. The Lessee agrees that general public shall have access to boatweigh services subject to reasonable fees. Fees for services shall be comparable to fees charged at similar private boatweighs.

SECTION 7. CONSTRUCTION AND IMPROVEMENT: All construction on and improvement of the lease site must be approved in writing by the Stand Land Department Director or his authorized representative prior to starting construction or improvement. All construction on and improvement of the lease site must comply with all those rules and regulations of the State Board of Land Commissioners, or permits authorized thereby, and those rules and regulations of any other government agency of competent jurisdiction. The Lessee must furnish a complete set of construction plans and an accurate plot of all improvements contemplated under this section. Improvements are all structures or works in or on the bed or waters of the Spokane River.

SECTION 8. SEWAGE AND GARBAGE DISPOSAL: The Lessee shall at all times keep the premises in a clean and sanitary condition. Sewage disposal will be considered the responsibility of the Lessee, subject to supervision by the Department of Health and Welfare and the Department of Lands. Garbage and household solid wastes shall be disposed of by the Lessee in a manner designated by the State and/or County.

SECTION 9. SOLID WASTE DISPOSAL: The Lessee agrees to comply with the State laws to keep the site free from hazards and to maintain the area in a condition acceptable to public health and safety standards as promulgated by the State Department of Health and Welfare.

SECTION 10. FIRE AND SAFETY REGULATIONS: The Lessee agrees to comply with the State laws to keep the site free from hazards and to maintain the area in a condition acceptable to public health and safety standards as promulgated by the State Department of Health and Welfare.

SECTION 11. RESERVATIONS: The Lessee expressly reserves the following additional rights:

- A. All mineral rights, easements, and rights-of-way, the fee title to the leased premises, and title to all appurtenances and improvements placed thereon by the Lessor.
- B. To grant easement over the leased premises, providing said easements do not conflict with the facilities being maintained and operated by the Lessee upon the leased premises.
- C. To require changes in sanitation or recreational facilities to be made in the interest of the public health and safety or the preservation of property.
- D. To issue leases for exploration and development of oil, gas, geothermal, and mineral resources, so long as such leases do not interfere with uses authorized under this lease.
- E. To enter upon and inspect the leased premises and any buildings or structures situated thereon at any reasonable time.
- F. To re-enter and take possession of the leased premises, with or without process of law, upon breach of any term or condition hereof, and thereupon cancel this lease agreement.
- G. To reserve any and all water from any source on State land as its sole property and to hold water rights for any beneficial use developed as a result of this lease.

SECTION 12. RELATION OF THE PARTIES: It is understood and agreed that the Lessee shall in nowise be considered an agent of the Lessor in the construction, operation, or maintenance of any of the facilities situated upon the leased premises. Lessee shall not permit nor suffer any lien, judgment, nor encumbrance against the demised premises and covenants to satisfy any such lien, judgment, or encumbrance at his sole and separate expense.

SECTION 13. REVERSION OF LEASE AND IMPROVEMENTS: Upon expiration with no application to renew or upon termination of this lease for cause or upon request of the Lessee, the Lessee shall surrender to the Lessor said land and shall remove improvements constructed thereon including the breakwater and any dock or landing pier which may be erected within the boundaries of the above-described tract of land without compensation for any portion thereof on depreciated basis or otherwise.

SECTION 14. ASSIGNMENT, SUBLEASE, TRANSFER: The Lessee shall not assign this lease nor sublet in whole or in part without the prior approval of the State Board of Land Commissioners.

SECTION 15. INSURANCE INDEMNITY: The Lessee covenants to render the State of Idaho whole from any damages or claim arising from Lessee's use and occupancy of the demised premises, and such covenant shall in nowise be limited by the amount of insurance coverage provided herein.

SECTION 16. BOND: The Lessee will furnish a cash or surety bond in the amount of ONE THOUSAND DOLLARS (\$1,000.00) in favor of the State of Idaho to protect the State against loss due to violation of any clause of this lease, as required by Section 58-309, Idaho Code. Said bond will be kept in force for one year beyond the expiration date of the lease and must be furnished prior to start of any development.

SECTION 17. LAWS APPLICABLE: All applicable laws of the State of Idaho are incorporated herein by reference, except as lawfully varied by the contractual terms of this agreement.

SECTION 18. COVENANT: It is mutually understood and agreed by the parties hereto that all of the terms, covenants, conditions, and obligations in this lease contained are of the essence and shall be binding upon the heirs, executors and assigns of the Lessee.

SECTION 19. RESPONSIBILITY: The Lessee agrees to assume all responsibility for damages done to property not subject to the lease and for all injuries sustained by himself or his employees as a result of faulty equipment or negligence of the Lessee. It is understood and agreed that the Lessee shall, in no way, be considered an agent of the State in any manner whatsoever and shall save harmless the State of Idaho, its officers, agents, and employees from any and all claims for damages or injuries to persons or property that may be sustained in connection with this lease.

SECTION 20. CIVIL RIGHTS: The Lessee pledges to conform with existing laws, rules and regulations concerning civil rights, equal employment, and minimum wages.

SECTION 21. LICENSE: The Lessee hereby certifies that he is licensed to do business in the State of Idaho.

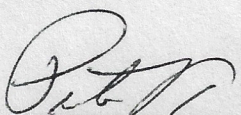
SECTION 22. CANCELLATION: The site development must be completed by September 1, 1989. If not, this lease may be cancelled by the State Board of Land Commissioners. The Commissioners may also forfeit or cancel this lease upon thirty (30) days written notice to the Lessee should they fail to comply with any of the covenants, terms, or conditions of this lease. If during the term of this lease agreement or any extension thereof, the Lessor, acting by and under this authority, shall determine that the public interest requires termination of the lease, the Lessor shall have the right thereupon to purchase the improvements placed upon the leased premises by the Lessee, to remove them, or to require the Lessee to remove them, at the option of the Lessor.

This lease is contingent upon the Lessee holding a valid encroachment permit. Failure to maintain such an encroachment permit shall result in Lease cancellation.

IN WITNESS WHEREOF, the party of the first part, by and through its State Board of Land Commissioners of the State of Idaho, and in accordance with the law, has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director, Department of Lands, and the party of the second part has caused these presents to be executed in person, the day and year herein first above written.

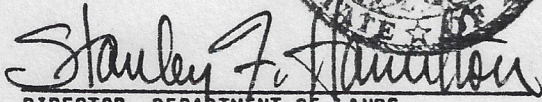
STATE BOARD OF LAND COMMISSIONERS OF
THE STATE OF IDAHO

COUNTERSIGNED:

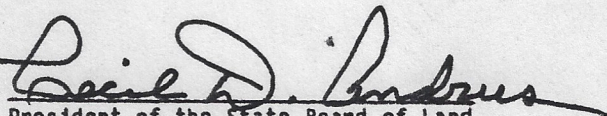


SECRETARY OF STATE

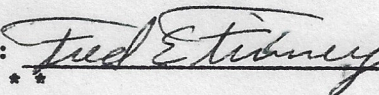




DIRECTOR, DEPARTMENT OF LANDS



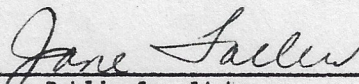
President of the State Board of Land
Commissioners, and Governor of the
State of Idaho

BY: 

STATE OF IDAHO)
) ss.
COUNTY OF Kootenai

On this 4th day of February, 1987, before me, a Notary Public in and for said state,
personally appeared Fred E. Tenney, known to me to be the Lessee that executed the
within instrument and acknowledged to me that he executed the same.

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

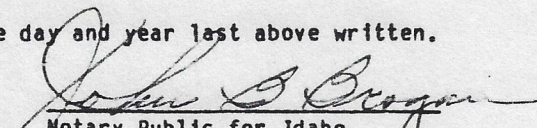


Notary Public for Idaho
residing at Coeur d'Alene ID
My Commission expires 1991

STATE OF IDAHO)
) ss.
COUNTY OF ADA

On this 12 day of February, 1987, before me, a Notary Public in and for said state,
personally appeared CECIL D. ANDRUS, 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 PETE T. CENARRUSA, known to me to be the Secretary of State, State of Idaho; and STANLEY F. HAMILTON, known to me to be the Director, Department of Lands, 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 for Idaho
Residing at Idaho City, Idaho



6980

7014

4651

INDUSTRIAL

4673

6882

6986

7034

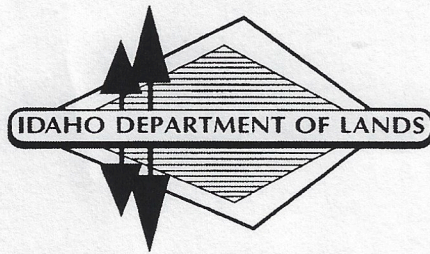
4683





**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

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*

January 22, 2016

Fred Finney
7034 E Maplewood Ave
Post Falls, ID 83854

To Whom it Concerns:

Re: Courtesy Notification of Application for Encroachment

This letter is to inform you as a courtesy that your neighbor Tom Mort has applied for a dock permit on the Spokane River. The enclosed site diagram shows location and indicates dimensions and distances to your mutual property boundary.

Department policy allows you **10** days from the date of this letter to comment in writing on this proposal. It would be helpful if your comments addressed effects on navigation, fish and wildlife habitat, aquatic life, recreation, water quality, aesthetic beauty, and/or protection of property. Please include facts or documents that support your position. If you have no comments, please sign the enclosed form and return as soon as possible to expedite the processing of the applicant's permit.

If you have questions concerning the application, it is suggested you contact the applicant. If the applicant is unable to answer your questions, please contact us.

Sincerely,

Mike Ahmer, Lands Resource Specialist,
Lands & Waterways

Enclosures

ID. Dept. of Lands
3258 W. Industrial Loop
Coeur d'Alene, ID. 83815

ENCROACHMENT NO.
APPLICANT

L-95-S-5649

Mort

**STATE OF IDAHO
DEPARTMENT OF LANDS
ATTACHMENT FOR ENCROACHMENT**

Required When Applying for an Idaho Dept. of Lands Lake Encroachment Permit

"Joint COE-IDL Applications" for encroachment must be signed by the riparian or littoral property owner or his lessee. A riparian or littoral owner is the person whose upland property interfaces the ordinary or average highwater mark of a given waterway. A complete application must include the legal description of the upland property; a vicinity map showing the location of the proposal; design plans showing the adjacent boundary lines, encroachment dimensions, water depth, and a lakebed profile, all relative to the ordinary or artificial high water mark; and name and address of the adjacent property owner(s).

DOCK REQUIREMENTS AND SET BACKS

General requirements are as follows:

- 1) Encroachment installed perpendicular to the general shoreline.
- 2) Encroachment not to extend beyond a depth necessary for customary navigation nor beyond the established line of navigation.
- 3) Dock encroachment is not to exceed 700 square feet in size nor 10 feet in width, excluding a slip cutout.
- 4) Approach ramp is not to exceed 6 feet in width. ONLY 4 PILINGS ALLOWED.
- 5) Structure may not be closer than 10 feet to adjacent property and/or riparian boundary lines without written consent from the adjacent property owner, as riparian lines extend into the water perpendicular from the general shoreline.
- 6) Commercial encroachments are required to maintain 25 feet from adjacent property and/or riparian boundary lines.

CONSENT OF ADJACENT RIPARIAN OR LITTORAL PROPERTY OWNERS

Navigational and nonnavigational encroachments located adjacent to an upland property may infringe upon the adjacent property owner. Signature of the owner(s) will automatically rebut this presumption. The owner's signature below and initials per applicant's drawing will complete the permit requirement process.

I, _____, am the owner of riparian or littoral property adjacent to the riparian or littoral area listed in this application. I am familiar with the scope and location of the proposed encroachment as evidenced by accompanying plans which I have initialed. I offer no objection to the encroachment.

Signature

Date

Name

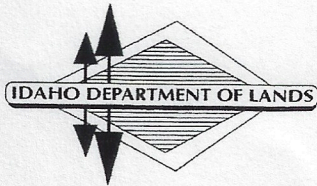
Address

Signature

Date

Name

Address



Application Number _____

**SINGLE AND TWO-FAMILY LOT
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)

- | | |
|--|--|
| ☒ - Single family dock (58-1305) | ☐ - Riprap (58-1306) |
| ☐ - Two-family dock (58-1305) | ☐ - Waterline (58-1306) |
| ☐ - Mooring buoy (58-1305) | ☐ - Other – describe: _____ |

Applicant's Littoral Rights Are:

☐ - Signature of littoral rights owner is obtained if applicant is not the owner of the riparian/littoral rights

- ☒ - Owned, fee simple title holder
☐ - Leased
☐ - 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 # _____ 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.)

Does the Property Have 25 Feet of Lake Frontage for a Single-Family Dock or 50 Feet for a Two-Family Dock?

- ☒ - Yes Total front footage: 100 feet
☐ - No

How Many Feet Does the Proposed Encroachment Extend Beyond the Ordinary (or Artificial) High Water Mark? 106 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 other encroachments.**

What is the water depth at the end of the proposed dock?

Summer level 10 feet

Winter level 3 feet

Does the Proposed Dock Exceed the Maximum Square Footage of 700 ft² for Single-Family Docks or 1,100 ft² for Two-Family Docks? ☒ - No ☐ - Yes

Total square footage:

698 ft²

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

☒ - No

☐ - Yes

If yes, explain why: _____

Will the Proposed Encroachment Be Located Closer Than 10 Feet to the Riparian/Littoral Right Lines Established With Your Neighbors?

☒ - No

☐ - Yes

If yes, what are the proposed distances? 4 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.

Tom Mort

Printed Name

1-14-16

Date

Thomas D. Mort

Signature of Applicant or Agent

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:		☐ Incomplete Application Returned		Date Returned:			
Idaho Department of Water Resources No.		Date Received:		☐ Fee Received DATE:		Receipt No.:			
Idaho Department of Lands No. 91-5648		Date Received:		☐ Fee Received DATE:		Receipt No.:			
INCOMPLETE APPLICATIONS MAY NOT BE PROCESSED									
1. CONTACT INFORMATION - APPLICANT Required:					2. CONTACT INFORMATION - AGENT:				
Name: Tom Mort					Name: Tom Mort				
Company:					Company:				
Mailing Address: P.O. Box 909 POST FALLS ID 83877					Mailing Address: P.O. Box 909				
City: POST FALLS		State: ID.	Zip Code: 83877		City: POST FALLS		State: ID	Zip Code: 83877	
Phone Number (include area code): 208-929-1830		E-mail: TNTMORT@Aol.com			Phone Number (include area code): 208-929-1830		E-mail: TNTMORT@Aol.com		
3. PROJECT NAME or TITLE: MORT DOCK					4. PROJECT STREET ADDRESS: NA Maplewood 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#: 24252		10. LATITUDE: LONGITUDE:			11a. 1/4:	11b. 1/4:	11c. SECTION: 08	11d. TOWNSHIP: 50N	11e. RANGE: 4W
12a. ESTIMATED START DATE: 6-1-16		12b. ESTIMATED END DATE: 6-15-16			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. SOUTH ON Huetter OFF Selfice way. RT on Maplewood. 1/2 blk To Finney boat works on left.									
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. Personel Dock.									

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.:

Drive 4 Pilings For Floating Dock.

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? ☒ 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

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.

Name: <u>Greg Gervais</u> Mailing Address: <u>P.O. Box 949</u> City: <u>Hayden</u> State: <u>CO</u> Zip Code: <u>83835</u> Phone Number (include area code): <u>208-640-0148</u> E-mail: <u>greg@copperbasin.com</u>	Name: <u>Fred Finney</u> Mailing Address: <u>7034 E. Maplewood Ave.</u> City: <u>Post Falls</u> State: <u>ID</u> Zip Code: <u>83854</u> Phone Number (include area code): <u>667-5096 (208)</u> E-mail: _____
Name: _____ Mailing Address: _____ City: _____ State: _____ Zip Code: _____ Phone Number (include area code): _____ E-mail: _____	Name: _____ Mailing Address: _____ City: _____ State: _____ Zip Code: _____ Phone Number (include area code): _____ E-mail: _____
Name: _____ Mailing Address: _____ City: _____ State: _____ Zip Code: _____ Phone Number (include area code): _____ E-mail: _____	Name: _____ Mailing Address: _____ City: _____ State: _____ Zip Code: _____ Phone Number (include area code): _____ E-mail: _____
Name: _____ Mailing Address: _____ City: _____ State: _____ Zip Code: _____ Phone Number (include area code): _____ E-mail: _____	Name: _____ Mailing Address: _____ City: _____ State: _____ Zip Code: _____ Phone Number (include area code): _____ E-mail: _____

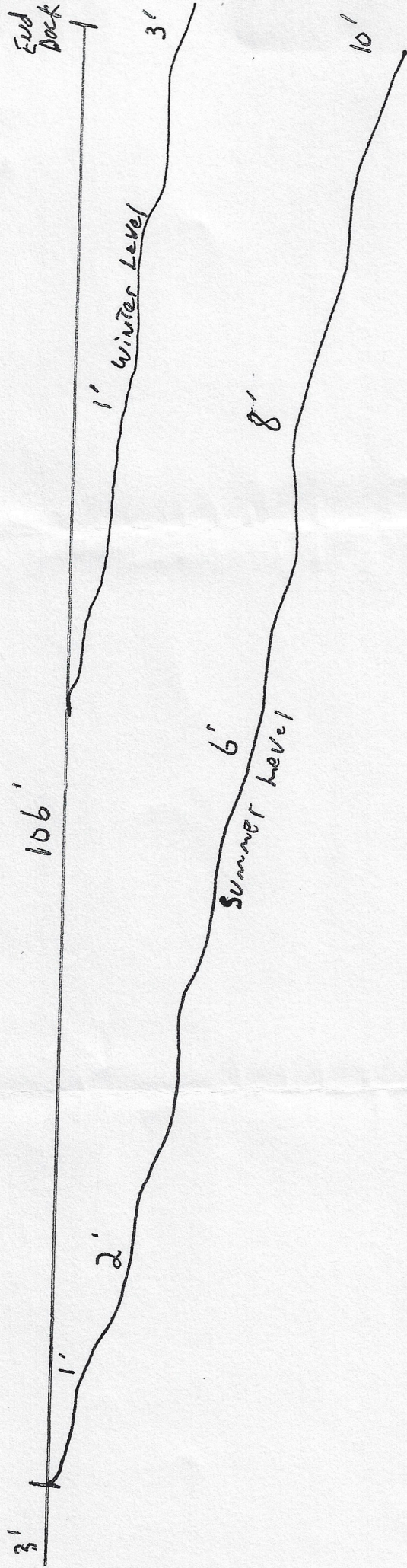
30. SIGNATURES: STATEMENT OF AUTHORIZATION / CERTIFICATION OF AGENT / ACCESS

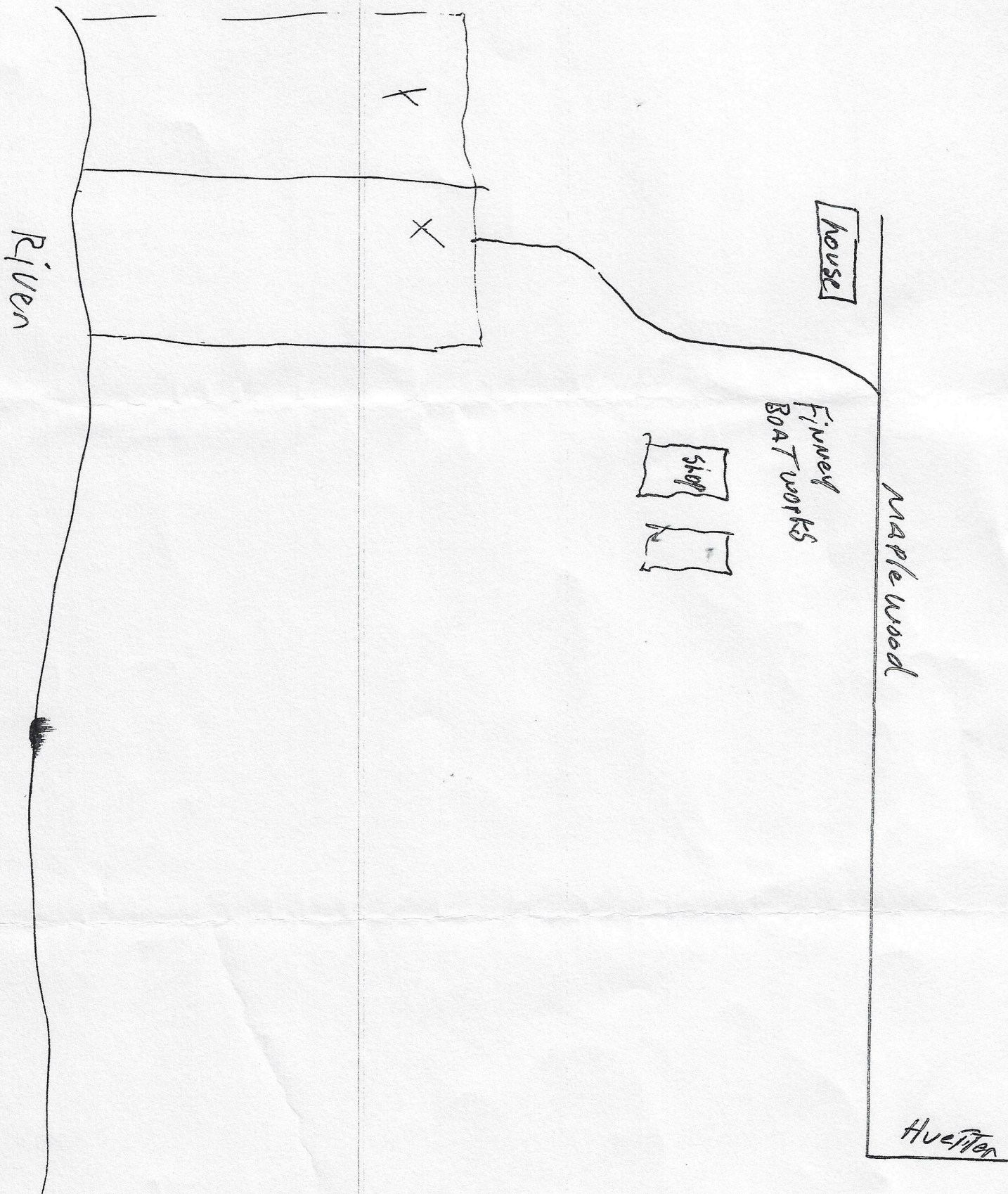
Application is hereby made for permit, or permits, to authorize the work described in this application and all supporting documentation. I certify that the information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein; 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.

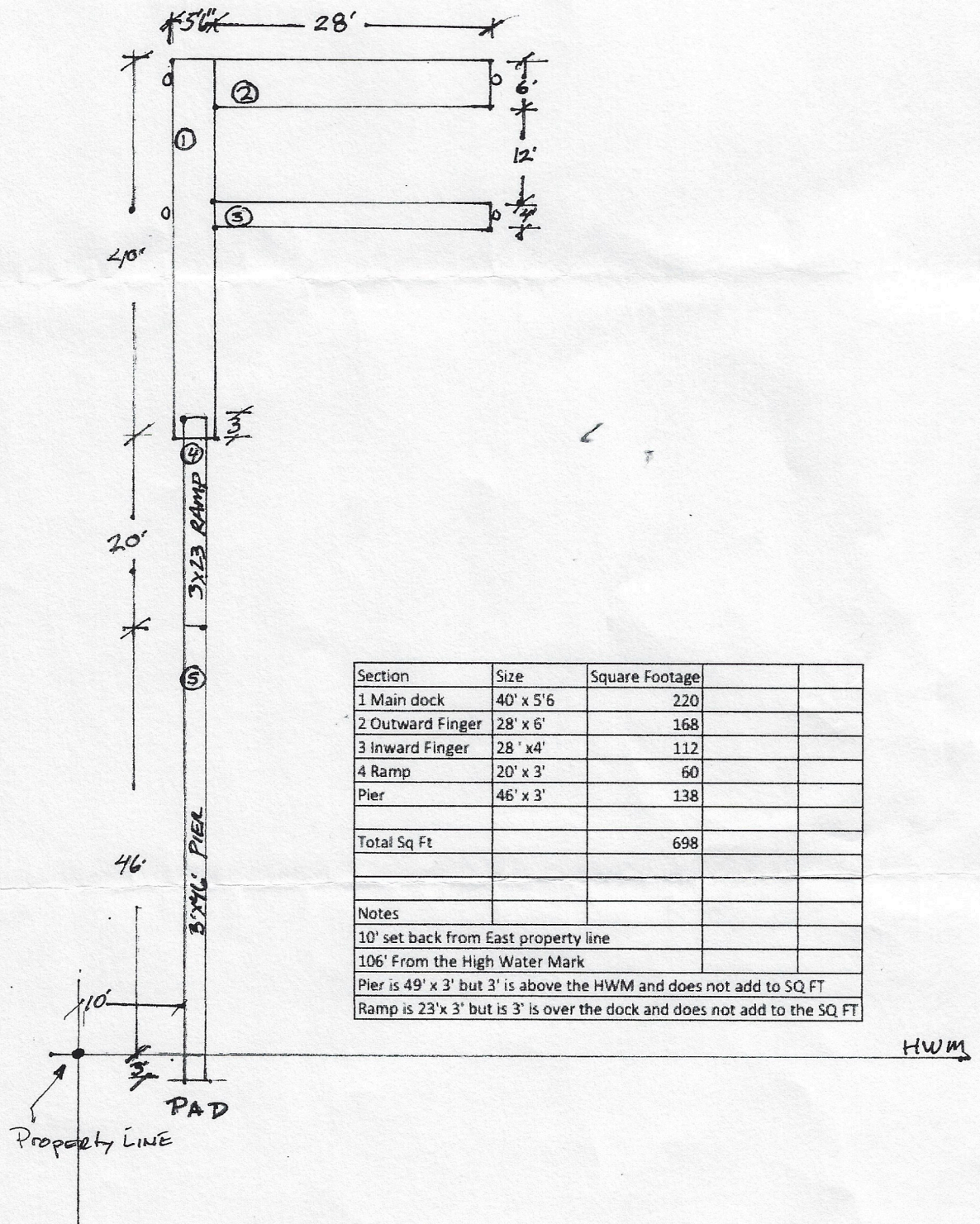
Signature of Applicant: Thomas D. Mor Date: 1-14-16

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".







6267 E MAPLEWOOD AVE, POST FALLS
6084 E MAPLEWOOD AVE, POST FALLS

Owner Additional

AIN: 332736 LRSN: 551956
Parcel Number: 50N04W-08-0450
Appr Dist: TRS: 504W08NE
Incorporation: NONE

Owner Information:

MORT, THOMAS D
4773 W MILL RIVER CT
COEUR D ALENE, ID 83814

Site Address:

Legal Description: BKPG:

TAX #24252 [GL4] 0850N04W

Acres: 0.9611