

PEND OREILLE  
SUPERVISORY AREA  
2550 Hwy 2 West  
Sandpoint, ID 83864  
208-263-5104



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

DUSTIN T. MILLER, DIRECTOR  
EQUAL OPPORTUNITY EMPLOYER

January 8, 2025

Lewis Patrick  
PO Box 14136  
Scottsdale, AZ 85267

Re: Encroachment Permit L96S2863

To Whom it May Concern:

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

#### WHAT NEXT

1. **Record the Encroachment Permit with Bonner County Recorder's Office to validate it.** This permit is not valid until you provide us with proof of recordation (they will place a sticker with a bar code on top of the 1<sup>st</sup> page of the permit). Please note that the original notarized and signed permit must be presented to the Recorders Office, a copy will not be accepted. Please submit a copy of the recorded Encroachment Permit to the Idaho Department of Lands Pend Oreille office (address listed on top of this page). Please have the entire permit packet recorded.
2. **The encroachment permit number (2863) must be displayed upon the most waterward area of your encroachment** with metal, plastic (vinyl) or wooden numerals at least three inches in size. IDL staff should be able to see the permit numbers when driving by your property in a work boat.
3. When construction on your encroachment is complete, please fill in the attached '**Work Completion Report**' form and return to the address indicated. Construction of your encroachment must be completed within three (3) years from the date the permit was issued. Please try and take a picture of the encroachment and permit numbers to submit with your 'Work Completion Report' form.

Thank you for your cooperation.

Best,

A handwritten signature in blue ink, appearing to read "Tyler Warner".

Tyler Warner, Lands Resource Specialist  
Navigable Waterways

Enclosures

CC: L&W Doc Exchange  
Bonner County Assessor's Office  
Idaho Department of Water Resources  
U. S. Army Corps of Engineers / Coeur d'Alene  
StanCraft Marine / Anthony Zito / anthony.z@stancraft.com

**WORK COMPLETION REPORT**

Name

Permit #

Permit issue date:

Recordation Instrument Number: \_\_\_\_\_  
(Number on bar code sticker from county recorder office)

Date work completed: \_\_\_\_\_

**Please provide a photo of completed encroachment(s) with permit numbers installed.**

Signature: \_\_\_\_\_

**Upon completion of work, please return this report and photo to:**

**Idaho Department of Lands  
Pend Oreille Supervisory Area  
2550 Hwy 2 West  
Sandpoint, ID 83864**

PEND OREILLE LAKE  
SUPERVISORY AREA  
2550 Highway 2 West  
Sandpoint, ID 83864-7305  
Phone (208) 263-5104  
Fax (208) 263-0724



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April 24, 2024

## Permitting Navigable Water Encroachments on Lake Pend Oreille and the Pend Oreille River

To whom it may concern,

Most navigable water encroachments (e.g., docks, marinas, rip rap, etc.) on Lake Pend Oreille and the Pend Oreille River require permits from multiple jurisdictional agencies, including, the U.S. Army Corps of Engineers (ACOE), the Idaho Department of Lands (IDL), and in some cases, the Idaho Department of Water Resources.

**This is a courtesy notification** The ACOE has been working with the U.S. Fish and Wildlife Service (USFWS) for over the last year and half to extend the number of permits allowed under the existing USFWS Biological Opinion (BO) for Regional General Permit 27, but efforts have been unsuccessful and the number of uses allowed under the existing BO are now exhausted. As such, applicants looking to build a dock on Lake Pend Oreille, or the Pend Oreille River will need to wait until a new BO is in place with the USFWS or work with an Agent to prepare a Biological Assessment and go through individual ESA Section 7 consultation.

**The IDL will continue processing encroachment permits within its jurisdictional authorities.** However, where projects require additional permitting from ACOE, applicants are encouraged to contact the ACOE directly and soon in the permitting process to understand whether the ACOE permitting delays will affect their project. ACOE can be reached by email, [CENWW-RD-CDA@usace.army.mil](mailto:CENWW-RD-CDA@usace.army.mil), or by phone 986-810-0176, 986-810-0179, 986-810-0177, or 986-810-0175. **All questions about ACOE permitting or the status of the new BO are to be directed to the ACOE.**

Sincerely,

Erik Sjoquist  
Area Manager

*"Working Lands, Trusted Stewards"*

This space is reserved for recording purposes only



**ENCROACHMENT PERMIT NO. L96S2863**

Permission is hereby granted to **Lewis Patrick** of PO Box 14136, Scottsdale, AZ, 85267, United States (USA) to install and maintain the following encroachment(s) subject to the terms and conditions of this Permit and the approved application, plans and drawings incorporated herein:

Encroachment	Description	Effective Date	Construction to be completed by	
Encroachment: Boat Lift	2	12/06/2024	12/06/2027	
Encroachment: Single Family Dock	4'x54' walkway, 57'x18' T-Shaped Pier with 2 kayak slips	700 Square Feet	12/06/2024	12/06/2027

Located on **LAKE PEND OREILLE** in BONNER COUNTY, adjacent to:

Parcel Number	RP57N01W084690A
Section, Township, Range	T57N R01W, Sec 08, Boise Meridian
Physical Addresses	941 W Oden Bay Rd, Sandpoint, ID, 83864, United States (USA)
Tax/Serial Number	40

## 1. General

- A. In order for this permit to be valid, Permittee must record this permit in the records of the county in which the encroachment is located and furnish proof of recordation to the Department pursuant to Idaho Code §§ 58-1305(h) and -1306(f).
- B. All applicable provisions of the Lake Protection Act (Idaho Code Title 58, Chapter 13) and Rules for Regulation of Beds, Waters, and Airspace over Navigable Lakes and Streams in the State of Idaho (IDAPA 20.03.04.000 *et seq.*) are incorporated herein by reference and made a part hereof.
- C. This permit does not convey the State's title to nor jurisdiction or management of lands lying below the natural or ordinary high-water mark.
- D. Construction must follow details and specifications shown on the approved application, plans, and drawings provided by Permittee. Should such information prove to be materially false, incomplete and/or inaccurate, this authorization may be modified, suspended, or revoked in accordance with the Administrative Procedures Act, Idaho Code Title 67, Chapter 52 and IDAPA 20.03.04.080.07. At any time, and prior to any modification to the application, plans, drawings, or encroachments Permittee must consult with the Idaho Department of Lands to determine if a new permit is required.
- E. Permittee shall maintain the structure or work authorized herein in a good and safe condition and in accordance with the approved application, plans and drawings. Permittee shall contact the Idaho Department of Lands 10 days prior to the planned start date of any maintenance or replacement activities.
- F. Acceptance of this permit constitutes permission by Permittee for representatives of the Idaho Department of Lands to come upon Permittee's Property at all reasonable times to inspect the encroachment authorized by this permit.
- G. Permittee shall indemnify, defend, and save harmless the State, its officers, agents, and employees from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Permittee's acts or omissions under this permit or Permittee's failure to comply with any state or federal statute, law, regulation, or rule.
- H. Authorization for any activity authorized herein that is not completed on or before the completion date identified above, shall automatically terminate unless an extension was granted in writing by IDL.
- I. This permit supersedes and voids any permit previously issued for this property. Unless specifically authorized in this permit, any pre-existing or abandoned portions of encroachments, whether previously permitted or not, shall be removed from below the ordinary or artificial high-water mark.
- J. This permit does not relieve Permittee from obtaining additional approvals or otherwise complying with other local, state, or federal laws.
- K. Idaho State Water Quality Standards (IDAPA 58.01.02.000 *et seq.*) shall be maintained at all times during and after project start up.
- L. This permit is issued contingent upon Permittee's continuing status as an owner or lessee of the littoral right associated with the property described on page 1 of this permit.
- M. Permittee shall not assign this permit without first obtaining the written consent of IDL. Any request for approval of an assignment must be in writing, on forms provided by IDL, and accompanied by the applicable processing fee.
- N. Permittee assumes all liability for damages, which may result from the exercise of this permit.

## 2. Construction

- A. The Permittee or contractor shall have a copy of this permit available on site for inspection at all times during construction.

- B. Permittee is responsible for all work done by any contractor. Permittee shall provide contractor with a copy of this permit. Permittee shall ensure any contractor who performs the work is informed of and follows all the terms and conditions of this permit.
- C. Construction barges or other watercraft shall not be grounded on the lakebed for any reason.
- D. Permittee, contractor, and anyone acting on their behalf are prohibited from allowing equipment, boats, barges, or associated machinery to create petroleum product sheen on the water or otherwise create a release of petroleum or petroleum products due to petroleum products handling, use or storage. The contractor shall maintain an adequate supply of petroleum absorbent pads. The Emergency Response Team phone number, 1-800-632-8000, must be readily available at all times.
- E. Operation of excavation equipment will not be allowed below the ordinary or artificial high-water mark without prior written authorization from IDL. Equipment may be operated only on dry land above the level of the lake at the time of operation.
- F. Demolition debris and construction waste shall be removed from the lake and disposed of at an approved upland location.
- G. Foam flotation shall be completely encased in a manner that will maintain the structural integrity of the foam. The encasement shall be resistant to the entry of rodents and shall be replaced if cracked, damaged, or similarly compromised.
- H. It is illegal to possess or transport Quagga or Zebra mussels into or through Idaho, and to launch infested watercraft. Used boat lifts shall be inspected for invasive species and determined to be free from such species prior to installation. Permittee shall provide IDL with proof of inspection by an authorized inspector prior to installing the boat lift and/or placing it in the water. Prior to installation call 877-336-8676 for decontamination.
- I. Piles and pylons shall be driven with noise reduction devices.
- J. Construction materials shall be natural, or pressure treated utilizing only those preservative chemicals registered for the specific uses by the U.S. Environmental Protection Agency (EPA). All treated wood materials shall be produced in compliance with "Best Management Practices (BMPs) For the Use of Treated Wood in Aquatic and other Sensitive Environments" issued by the Western Wood Preservers Institute (WWPI) 2012. Treated materials not in contact with the water shall be completely dry before use near navigable waters. Use of Chromated Copper Arsenate (CCA) treated wood shall adhere to the EPA recommendations regarding use of arsenate treated wood. Contact Idaho Department of Environmental Quality for information on acceptable treatment methods and materials.
- K. All construction material including maintenance material must be stockpiled landward of the ordinary or artificial high-water mark
- L. No trees or vegetation shall be removed below the ordinary high-water mark without written approval of the Idaho Department of Lands.
- M. The disturbed portion of the lakebed shall be shaped to its original contour upon completion of the project.
- N. Any vegetation located below the ordinary high-water mark disturbed by construction activity shall be replanted with native plants, unless otherwise agreed to in writing by IDL.
- O. All construction shall meet the standards of the Uniform Building and International Fire Codes. Permittee shall contact the appropriate body of jurisdiction concerning these codes prior to installation.
- P. A silt curtain, fence, or other appropriate Best Management Practice (BMP) shall be installed waterward of the project site. It must remain in place and functional until the turbidity level inside the curtain, fence or BMP equals the turbidity outside the curtain, or until all disturbed sediment has been removed from the BMP and stabilized in an upland location.

Q. If any excavation or pile driving occurs the operator must comply with the provisions of the Underground Facilities Damage Prevention Law (Idaho Code Title 55, Chapter 22). The one-call locator service number is 811.

3. **Single-family Docks**

A. Covered slips and lifts must meet the standards established in IDAPA 20.03.04.015.04 and .13.b.

4. **Lake Specific Terms**

A. **Lake Pend Oreille**

Existing piling to be removed that are in a known spawning area or near the confluence of a bull trout stream shall be cut off. Other existing piling to be removed may be snapped off with a tug or barge, however, this method shall not cause turbidity from prop wash, and the remaining piling shall not become a hazard to navigation nor protrude more than two feet above the bed of the waterway.

**ON BEHALF OF THE DIRECTOR**

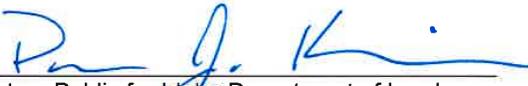
By:   
Tyler Warner, Lands Resource Specialist  
Navigable Waterways – Pend Oreille Office

1/8/2025  
Date

STATE OF IDAHO                    )  
  ) ss  
BONNER COUNTY                    )

On January 8, 2025 personally appeared before me Tyler Warner, whose identity is personally known to me and who by me duly affirmed that he/she is the Lands Resource Specialist, Navigable Waterways Pend Oreille Office of the Idaho Department of Lands, and acknowledged that the foregoing document was signed by him/her on behalf of said state agency by authority of a Resolution of the State Land Board.

**DENA J KIRTLEY**  
Notary Public - State of Idaho  
COMMISSION # 20222175

  
Notary Public for Idaho Department of Lands  
My commission expires on 4/22 2028

**JOINT APPLICATION FOR PERMITS**

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

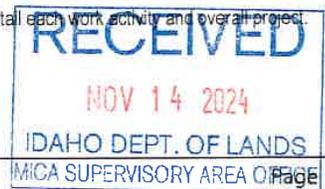
**Authorities:** The Department of Army Corps of Engineers (Corps), Idaho Department of Water Resources (IDWR), and Idaho Department of Lands (IDL) established a joint process for activities impacting jurisdictional waterways that require review and/or approval of both the Corps and State of Idaho. Department 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:	<input type="checkbox"/> Incomplete Application Returned		Date Returned:				
Idaho Department of Water Resources No.	Date Received:	<input type="checkbox"/> Fee Received DATE:		Receipt No.:				
Idaho Department of Lands No. <b>L9652863</b>	Date Received: <b>11/14/2024</b>	<input checked="" type="checkbox"/> Fee Received <b>3425.-</b> DATE: <b>11/14/24</b>		Receipt No.: <b>ch# 14501</b>				
INCOMPLETE APPLICATIONS MAY NOT BE PROCESSED								
1. CONTACT INFORMATION - APPLICANT Required:				2. CONTACT INFORMATION - AGENT:				
Name: Lewis Patrick				Name: Anthony Zito				
Company:				Company: StanCraft Marine Construction				
Mailing Address: PO Box 14136				Mailing Address: 2936 W Dakota Ave				
City: Scottsdale		State: AZ	Zip Code: 85267	City: Hayden		State: ID	Zip Code: 83835	
Phone Number (include area code): 602-663-2600		E-mail: lew@patrickproperty.com		Phone Number (include area code): 208-449-4244		E-mail: anthony.z@stancraft.com		
3. PROJECT NAME or TITLE: Patrick Family Dock				4. PROJECT STREET ADDRESS: 941 W Oden Bay Rd				
5. PROJECT COUNTY: Bonner		6. PROJECT CITY: Sandpoint		7. PROJECT ZIP CODE: 83864		8. NEAREST WATERWAY/WATERBODY: Lake Pend O'rielle		
9. TAX PARCEL ID#: RP57N01W084690A		10. LATITUDE: LONGITUDE:		11a. 1/4:	11b. 1/4:	11c. SECTION: 08	11d. TOWNSHIP: 57N	11e. RANGE: 01W
12a. ESTIMATED START DATE: November 1, 2024		12b. ESTIMATED END DATE: January 2026		13a. IS PROJECT LOCATED WITHIN ESTABLISHED TRIBAL RESERVATION BOUNDARIES? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES    Tribe:				
13b. IS PROJECT LOCATED IN LISTED ESA AREA? <input type="checkbox"/> NO <input type="checkbox"/> YES				13c. IS PROJECT LOCATED ON/NEAR HISTORICAL SITE? <input type="checkbox"/> NO <input type="checkbox"/> YES				
14. DIRECTIONS TO PROJECT SITE: Include vicinity map with legible crossroads, street numbers, names, landmarks. From Hwy 95 N in Sandpoint, take ID-200 exit to US-2 turn right 4.5 miles on W Oden Bay Rd. Property on left approximately 1 mile.								
15. PURPOSE and NEED: <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Public <input checked="" type="checkbox"/> Private <input type="checkbox"/> Other Describe the reason or purpose of your project; include a brief description of the overall project. Continue to Block 16 to detail each work activity and overall project. Construct a pier-style dock for private recreational use.								



16. DETAILED DESCRIPTION OF EACH ACTIVITY WITHIN THE OVERALL PROJECT. Specifically indicate portions that take place within the 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.:

Construct a single-family pier-style dock with breakwater for recreational use. Steel piling will be driven to support structure with steel headers welded on-site using excavator with vibratory head. Galvanized steel truss frames will be constructed off-site and delivered and assembled on-site along with decking and trim pieces. Two freestanding boat lifts will be installed after dock is constructed. Standard carpentry tools to be used throughout construction.

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): N/A : \_\_\_\_\_ 0 cubic yards  
 Other (describe): \_\_\_\_\_ : \_\_\_\_\_ cubic yards  
 TOTAL: \_\_\_\_\_ 0 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: N/A : \_\_\_\_\_ acres \_\_\_\_\_ sq ft. \_\_\_\_\_ 0 cubic yards  
 TOTALS: \_\_\_\_\_ acres \_\_\_\_\_ sq ft. \_\_\_\_\_ 0 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

Piling will be driven on dry ground at low water.

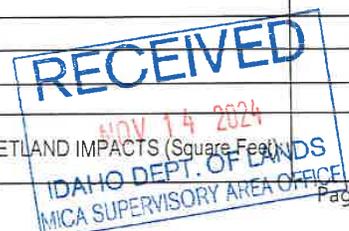
Through the 401 Certification process, water quality certification will stipulate minimum management practices needed to prevent degradation.

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
Fixed pier dock	Lake Pend O'rielle	Perennial	72' long, 57' wide	72
TOTAL STREAM IMPACTS (Linear Feet):				72

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 RE (EM: Provide contact information of ALL adjacent property owners )

Name: Kevin Chadwick Mailing Address: 2365 E Tennessee Ave. City: State: Zip Code: Denver CO 80209 Phone Number (include area code): E-mail:	Name: Ruth Williams Mailing Address: 29 Eagle Cove City: Sandpoint State: ID Zip Code: 83864 Phone Number (include area code): E-mail:
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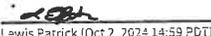
Name:  Mailing Address:  City: State: Zip Code:  Phone Number (include area code): E-mail:	Name:  Mailing Address:  City: State: Zip Code:  Phone Number (include area code): E-mail:
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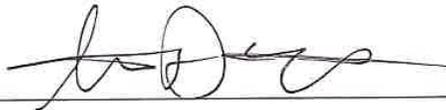
Name:  Mailing Address:  City: State: Zip Code:  Phone Number (include area code): E-mail:	Name:  Mailing Address:  City: State: Zip Code:  Phone Number (include area code): E-mail:
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Name:  Mailing Address:  City: State: Zip Code:  Phone Number (include area code): E-mail:	Name:  Mailing Address:  City: State: Zip Code:  Phone Number (include area code): E-mail:
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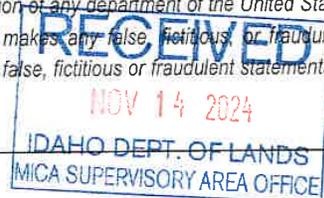
30. SIGNATURES: STATEMENT OF AUTHORIZATION / CERTIFICATION OF AGENT / ACCESS

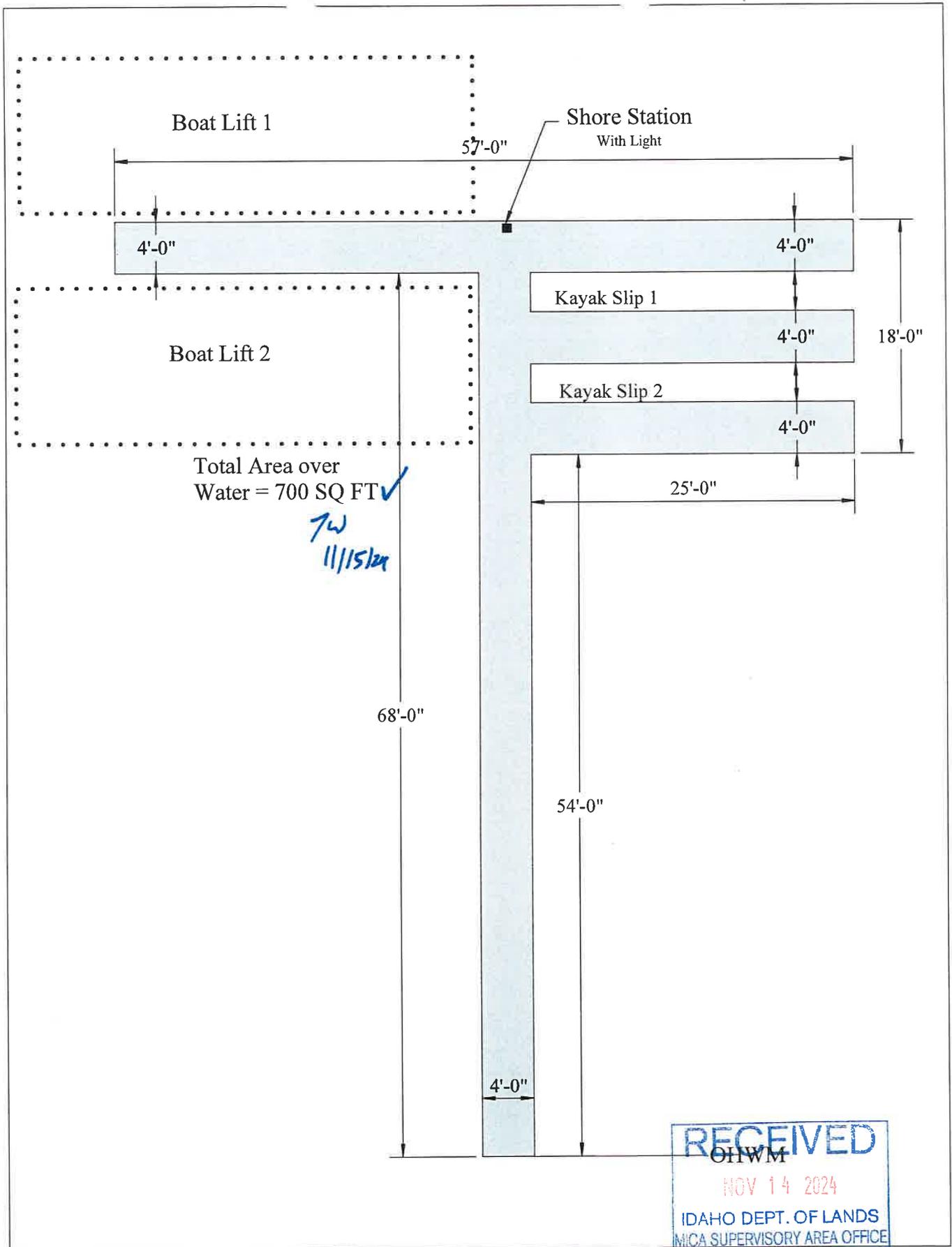
Application is hereby made for permit, or permits, to authorize the work described in this application and all supporting documentation. I certify that the information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein;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

Signature of Applicant:  Date: Oct 2, 2024  
Lewis Patrick (Oct 2, 2024 14:59 PDT)

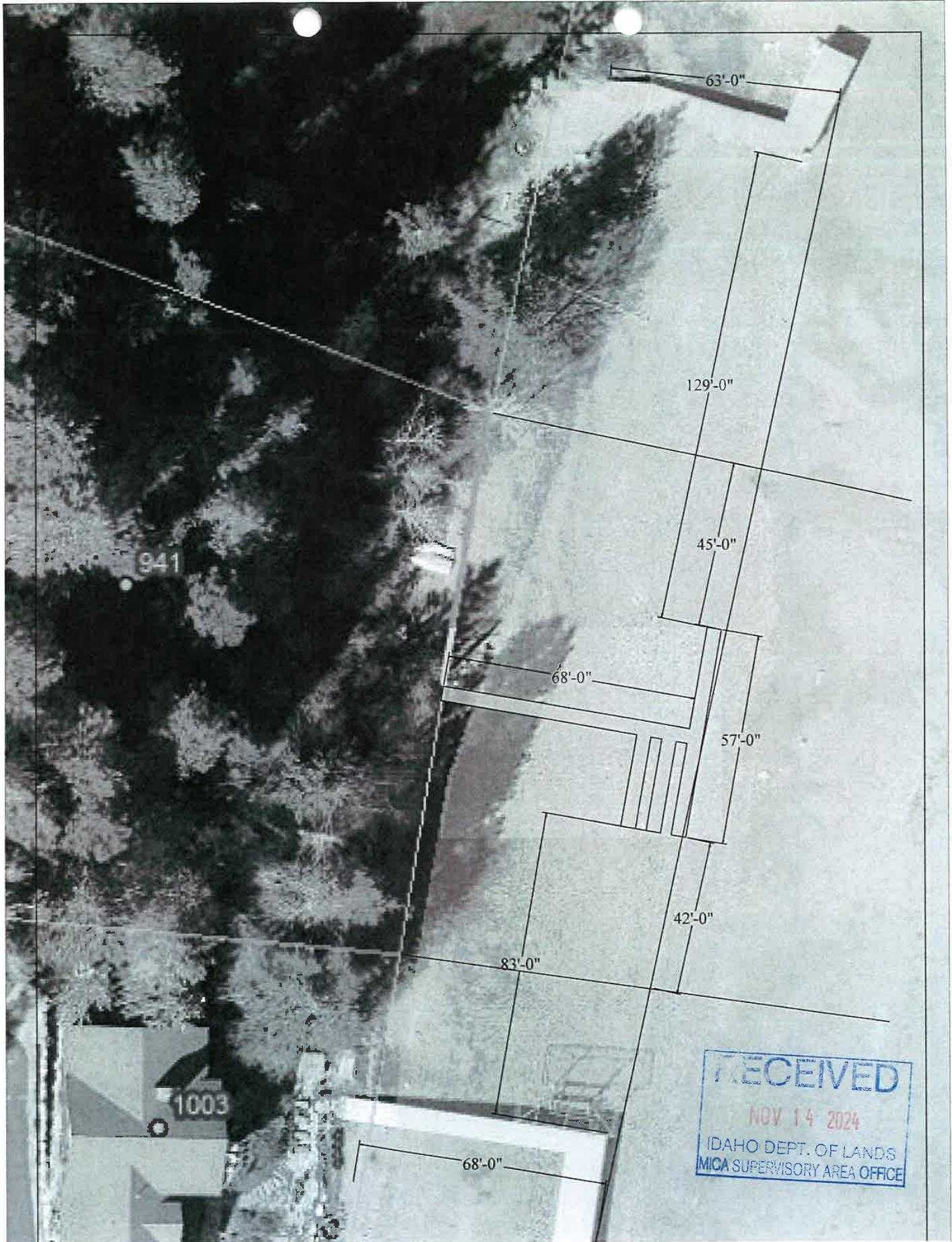
Signature of Agent:  Date: 10/3/24

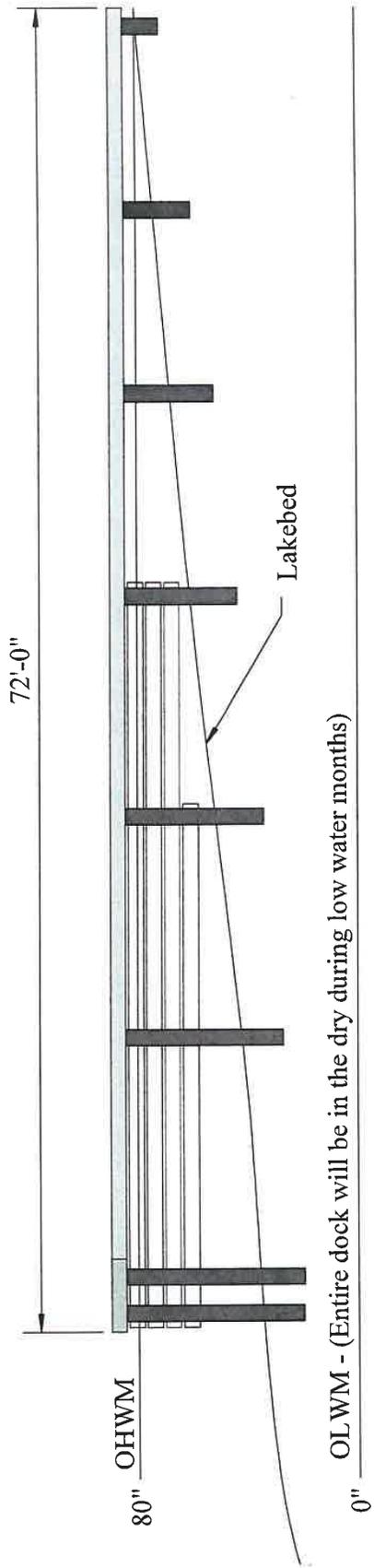
This application must be signed by the person who desires to undertake the proposed activity AND signed by a duly authorized agent (see Block 1, 2, 30). Further, 18 USC Section 1001 provides that: "Whoever, in any manner within the jurisdiction of any department of the United States knowingly and willfully 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".





**RECEIVED**  
 OIWM  
 NOV 14 2024  
 IDAHO DEPT. OF LANDS  
 MICA SUPERVISORY AREA OFFICE





RECEIVED  
 NOV 14 2024  
 IDAHO DEPT. OF LANDS  
 MICA SUPERVISORY AREA OFFICE



**RECEIVED**  
NOV 14 2024  
IDAHO DEPT. OF LANDS  
MICA SUPERVISORY AREA OFFICE



RECEIVED

NOV 14 2024

IDAHO DEPT. OF LANDS  
MICA SUPERVISORY AREA OFFICE

Instrument # 1034052  
Bonner County, Sandpoint, Idaho  
06/04/2024 12:06:54 PM No. of Pages: 5  
Recorded for: NORTH IDAHO TITLE COMPANY- COEUR D' ALENE- RW  
Michael W. Rosedale Fee: \$15.00  
Ex-Officio Recorder Deputy cbrannon  
Index to: WARRANTY DEED

Escrow No.: N-66083

## WARRANTY DEED

FOR VALUE RECEIVED, **Jerry B. Williams and Todd D. Williams and Tyler L. Williams and Rebecca S. Paradee and Julie A. Williams**, each as their separate estates Hereinafter called Grantor, does hereby grant, bargain, sell and convey unto **Lewis E. Patrick, Trustee of the Lewis E. Patrick Trust dated April 8, 1999**, Grantee, whose address is: PO Box 14136, Scottsdale, AZ 85267 the following described premises, County of Bonner, State of Idaho to-wit:

**A tract of land in Section 8, Township 57 North, Range 1 West, Boise Meridian, Bonner County, Idaho, more specifically described as follows:**

**From the North quarter corner of Section 8; thence South a distance of 1713.29 feet; thence East a distance of 157.56 feet; thence South 72°08'30" West, a distance of 281.66 feet; thence South 16°57'18" West a distance of 279.09 feet to the true point of beginning; thence South 09°11'12" East a distance of 225.60 feet; thence South 84°39'48" East to the shoreline of Lake Pend Oreille; thence Northeasterly along said shoreline to a point which is South 68°36'36" East from the true point of beginning; thence North 68°36'36" West to the true point of beginning.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s); current taxes, levies, assessments, easements, reservations and rights of way of view and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.





Application Number:

# Single and Two Family Lot 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)
- Single Family Dock
  - Two Family Dock
  - Other – describe: Two Boat Lifts
  - Waterline
  - Bank stabilization or Rip Rap
  - Mooring buoy

**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 # \_\_\_\_\_ Date of Construction: \_\_\_\_\_

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

- Remain unchanged
- Complete removal
- Modification
- Other:

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

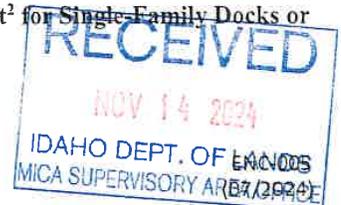
**How Many Feet Does the Proposed Encroachment Extend Beyond the Ordinary (or Artificial) High Water Mark?** 72 feet

**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.

**Does the Proposed Dock Exceed the Maximum Square Footage of 700 ft<sup>2</sup> for Single-Family Docks or 1,100 ft<sup>2</sup> for Two-Family Docks?**

- No Total square footage: 700 ft<sup>2</sup>
- Yes \_\_\_\_\_ ft<sup>2</sup>



Application Number:

**Does the Property Have at Least 25 Feet of Littoral Frontage?**

- No
- Yes Total front footage: 150 feet

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

- No
- Yes If yes, explain why: \_\_\_\_\_

**Will the Proposed Encroachment (besides riprap) 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?
  - Encroachment Type: \_\_\_\_\_ feet
  - Encroachment Type: \_\_\_\_\_ feet
  - Encroachment Type: \_\_\_\_\_ feet
- Consent of affected neighbor was attained

**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.

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.

  
Lewis Patrick (Oct 2, 2024 15:01 PDT)

Applicant Signature

Lewis Patrick

Applicant Print Name

Oct 2, 2024

Date

\_\_\_\_\_

Applicant Title (if applicable)

**Second Applicant (If applicable)**

\_\_\_\_\_

Applicant Signature

\_\_\_\_\_

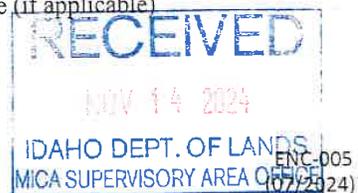
Applicant Print Name

\_\_\_\_\_

Date

\_\_\_\_\_

Applicant Title (if applicable)





STATE OF IDAHO  
DEPARTMENT OF LANDS  
NAVIGABLE WATERWAYS

TEMPORARY LAND USE PERMIT NO. LU300046

Permission is hereby granted to Kelly Budge, (Permittee), to retain a boat garage footprint, as described in Attachment A, attached hereto and incorporated herein by reference, for the boat garage that was formerly moored at Heyburn State Park, Rocky Point, Idaho Department of Parks and Recreation Slip Number EBH05 Benewah County, Parcel Number LP120007.

This Permit is subject to the following terms and conditions:

1. This Temporary Land Use Permit (Permit) is effective upon signature by the Idaho Department of Land's (Department) Navigable Waterways Program Manager. This Permit allows the Permittee to apply to rebuild, remove, or otherwise relocate their boat garage and provides a three (3) year period to submit an official, and fully completed, encroachment application with the Department.
2. The Permittee shall indemnify and hold harmless the State of Idaho and its representatives against, and from, any and all demands, claims, or liabilities of any nature whatsoever, arising directly or indirectly from, or in any way connected with, the actions authorized under this Permit.
3. The Department's staff visited the structure on August 29, 2024, to confirm the structure's existence, obtain measurements, and document the structure.
4. Permittee shall have until this Temporary Permit's expiration date to submit a complete application for the structure to be rebuilt and/or relocated. If a fully completed application is not received by the Department before the Permit expires, the structure cannot be rebuilt nor relocated.
5. This Permit will expire on December 31, 2027. Failure to submit a fully completed encroachment application to the Department by the Permit's expiration date permanently invalidates the temporarily permitted structure. Extensions will not be granted for this Temporary Permit.
6. This Permit may be assigned. To effectively assign this Permit, the Permittee must give the respective Area Manager, in writing, the name and address of the person to whom the Permit is to be assigned. No assignment shall be valid without the written approval of the Area Manager, which will not be unreasonably withheld.

7. This Permit is non-exclusive to the Permittee, except that other uses will not be designed to restrict the Permittee in the exercise of this Permit.
8. The Permittee shall exercise every reasonable effort to protect the lakebed and watershed resources, which includes littoral vegetation, when the Permittee is removing, deconstructing, reconstructing, or otherwise engaging in activities that could impact water quality or aquatic and terrestrial species.
9. The Permittee shall maintain the permitted structure in good repair and prevent it from creating hazards in or to the lake.
10. The Permittee will comply with all federal, state, and local laws and with all rules and regulations of the State Board of Land Commissioners pertaining to forest and watershed protection, and with the Stream Channel Protection Act as designated in Chapter 38, Title 42 of the Idaho Code as administered by the Idaho Department of Water Resources.
11. This Permit may be cancelled after written notice to the Permittee of non-compliance with the terms of this Temporary Permit. The Permittee will have thirty (30) days, from the date the written notice is sent, to correct the violation. If the Permittee fails to correct the violation to the Department's satisfaction within the thirty (30) days, the Permit may be cancelled at the Department's discretion. Notice will be sent to the mailing address associated with the Boat Garage Temporary Permit Number. It is the responsibility of the person to whom this Permit is assigned to ensure that the Department has an accurate mailing address.

\*\*\* THIS PERMIT MUST BE SUBMITTED WITH AN APPLICATION FOR ENCROACHMENT PER IDAHO CODE TITLE 58, CHAPTER 13. \*\*\*

- \* ISSUED on September 25, 2024
- \* EXPIRES on the 31st day of December, 2027.

Marde Mensinger  
Program Manager Printed Name

  
Program Manager Signature

**Temporary Land Use Permit No. LU300046– Attachment A**

**Dimensions**

Master Float Width:	20.08 feet
Master Float Length:	25.00 feet
Garage Width:	16.25 feet
Garage Length:	23.17 feet
Garage Height:	10.50 feet
Total Float Square Feet:	502.08 feet
Total Garage Square Feet:	376.46 feet

**[Inspection on following pages]**

**MINERALS, NAVIGABLE WATERS, OIL & GAS  
RESOURCE PROTECTION & ASSISTANCE BUREAU**  
300 N. 6th Street Suite 103  
PO Box 83720  
Boise, ID 83720-0050  
Phone (208) 334-0200  
Fax (208) 334-3698



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

October 3, 2024

Re: Heyburn Boat Garage Temporary Permit

Enclosed is your Temporary Permit for your Heyburn State Park Boat Garage. This permit allows the boat garage to rebuilt/relocated. In order to rebuild or relocate this boat garage, please ensure that this permit is included as part of the application materials for an Idaho Department of Lands Encroachment Permit under Idaho Code Title 58, Chapter 13, and IDAPA 20.03.04 – Rules for the Regulation of Beds, Waters, and Airspace Over Navigable Lakes in the State of Idaho.

Thank you for your patience and consideration throughout this permitting process.

Sincerely,

Marde Mensinger  
Navigable Waterways Program Manager

Enc.\1 Temporary Permit with Inspection Report

Sent Certified Mail – Return Receipt Requested - 7016 1370 0000 2334 8731



STATE OF IDAHO  
DEPARTMENT OF LANDS  
NAVIGABLE WATERWAYS

TEMPORARY LAND USE PERMIT NO. LU300091

Permission is hereby granted to Craig Swanson, (Permittee), to retain a boat garage footprint, as described in Attachment A, attached hereto and incorporated herein by reference, for the boat garage that was formerly moored at Heyburn State Park, Chatcolet, Idaho Department of Parks and Recreation Slip Number ABH05 Benewah County, Parcel Number LP130002.

This Permit is subject to the following terms and conditions:

1. This Temporary Land Use Permit (Permit) is effective upon signature by the Idaho Department of Land's (Department) Navigable Waterways Program Manager. This Permit allows the Permittee to apply to rebuild, remove, or otherwise relocate their boat garage and provides a three (3) year period to submit an official, and fully completed, encroachment application with the Department.
2. The Permittee shall indemnify and hold harmless the State of Idaho and its representatives against, and from, any and all demands, claims, or liabilities of any nature whatsoever, arising directly or indirectly from, or in any way connected with, the actions authorized under this Permit.
3. The Department's staff visited the structure on August 29, 2024, to confirm the structure's existence, obtain measurements, and document the structure.
4. Permittee shall have until this Temporary Permit's expiration date to submit a complete application for the structure to be rebuilt and/or relocated. If a fully completed application is not received by the Department before the Permit expires, the structure cannot be rebuilt nor relocated.
5. This Permit will expire on December 31, 2027. Failure to submit a fully completed encroachment application to the Department by the Permit's expiration date permanently invalidates the temporarily permitted structure. Extensions will not be granted for this Temporary Permit.
6. This Permit may be assigned. To effectively assign this Permit, the Permittee must give the respective Area Manager, in writing, the name and address of the person to whom the Permit is to be assigned. No assignment shall be valid without the written approval of the Area Manager, which will not be unreasonably withheld.

7. This Permit is non-exclusive to the Permittee, except that other uses will not be designed to restrict the Permittee in the exercise of this Permit.
8. The Permittee shall exercise every reasonable effort to protect the lakebed and watershed resources, which includes littoral vegetation, when the Permittee is removing, deconstructing, reconstructing, or otherwise engaging in activities that could impact water quality or aquatic and terrestrial species.
9. The Permittee shall maintain the permitted structure in good repair and prevent it from creating hazards in or to the lake.
10. The Permittee will comply with all federal, state, and local laws and with all rules and regulations of the State Board of Land Commissioners pertaining to forest and watershed protection, and with the Stream Channel Protection Act as designated in Chapter 38, Title 42 of the Idaho Code as administered by the Idaho Department of Water Resources.
11. This Permit may be cancelled after written notice to the Permittee of non-compliance with the terms of this Temporary Permit. The Permittee will have thirty (30) days, from the date the written notice is sent, to correct the violation. If the Permittee fails to correct the violation to the Department's satisfaction within the thirty (30) days, the Permit may be cancelled at the Department's discretion. Notice will be sent to the mailing address associated with the Boat Garage Temporary Permit Number. It is the responsibility of the person to whom this Permit is assigned to ensure that the Department has an accurate mailing address.

\*\*\* THIS PERMIT MUST BE SUBMITTED WITH AN APPLICATION FOR ENCROACHMENT PER IDAHO CODE TITLE 58, CHAPTER 13. \*\*\*

\* ISSUED on October 3, 2024

\* EXPIRES on the 31st day of December, 2027.

Marde Mensinger  
Program Manager Printed Name

  
Program Manager Signature

**Temporary Land Use Permit No. LU300091– Attachment A**

**Dimensions**

Master Float Width:	15.50 feet
Master Float Length:	30.33 feet
Garage Width:	12.25 feet
Garage Length:	26.25 feet
Garage Height:	10.50 feet
Total Float Square Feet:	470.17 feet
Total Garage Square Feet:	321.56 feet

**[Inspection on following pages]**



# Notice of Assignment – Temporary Land Use Permit



**Assignment Instructions:** This form is to be used by Persons seeking to assign a Temporary Permit issued for maintenance of a boat garage footprint, which was formerly moored at Heyburn State Park. To successfully assign the Temporary Permit, please complete this form accordingly and return it to the applicable IDL area office:

1. The seller (**Assignor**) and buyer (**Assignee**) must sign this joint Notice of Assignment form.
2. The Temporary Permit issued to the **Assignor** must accompany this Notice of Assignment form and be attached hereto **Attachment A**.
3. A bill of sale, or other document showing chain of title, must accompany this Notice of Assignment form and be attached hereto **Attachment B**. Assignments can only be transferred to the owner of record and must be executed as such.
4. If the permit holder of record is not available to sign this Assignment form, a chain of title showing all owners – beginning with the original permit holder – must be provided and attached hereto as **Attachment C**.

Temporary Permit Number: LU 300046

Body of water: Charcot County: Beneviah

Parcel / AIN Number: LP 120007 EP105

### ASSIGNOR(S) – CURRENT PERMIT HOLDER

(assignor name – printed) Kelly Budge,  
currently own the parcel described in the Temporary Permit, attached hereto as Attachment A, and hereby assign the corresponding Temporary Permit be assigned to the **Assignee**, described below.

By signing below, I hereby swear and affirm that the information contained herein is true and correct to the best of my knowledge and that the temporarily permitted structure is in compliance with the terms and conditions contained within the Temporary Permit as issued and with all applicable laws and regulations.

Signed by: Kelly C Budge  
Assignor Signature

2-21-25 2/21/2025  
Date

### ASSIGNEE(S) – NEW PERMITEE(S)

By signing below, I hereby accept and agree to the following: to comply with the terms and conditions contained within the Temporary Permit, attached hereto as Attachment A,

as issued, and with all applicable laws and regulations; to notify the Department of Lands of a change in the contact information listed below, and; to file with the Department a subsequent Notice of Assignment should the corresponding Temporary Permit need to be reassigned.

Assignee(s) Name: Lewis E Patrick Trust, Apr 8, 1997  
Mailing Address: 10505 E Rosemary Ln, Scottsdale, AZ 85255  
Parcel Number: 1P1100007 210105  
Email Address: LEW@PATRICKPROPERTY.COM  
Phone number: 602 663-2600

Current Status of Boat Garage structure:

Demolished

Relocated – Identify Location: \_\_\_\_\_

Is this new location temporary or permanent?  Temporary  Permanent

Other (explain): \_\_\_\_\_

Lewis E Patrick Trust  
Assignee Signature

2-21-25  
Date

**\*\*\* FAILURE TO SUCCESSFULLY ASSIGN TEMPORARY PERMITS MAY RESULT IN AUTHORIZATION FOR THE TEMPORARILY PERMITTED STRUCTURE BEING INVALIDATED. \*\*\***

— FOR IDAHO DEPARTMENT OF LANDS STAFF TO COMPLETE —

This fully completed Notice of Assignment form with corresponding documentation was received by the Department of Lands on 4/14/25 (date)  
by Amidy Fuson (IDL employee name -printed).





### Notice of Assignment – Temporary Land Use Permit

**Assignment Instructions:** This form is to be used by Persons seeking to assign a Temporary Permit issued for maintenance of a boat garage footprint, which was formerly moored at Heyburn State Park. To successfully assign the Temporary Permit, please complete this form accordingly and return it to the applicable IDL area office:

1. The seller (**Assignor**) and buyer (**Assignee**) must sign this joint Notice of Assignment form.
2. The Temporary Permit issued to the **Assignor** must accompany this Notice of Assignment form and be attached hereto **Attachment A**.
3. A bill of sale, or other document showing chain of title, must accompany this Notice of Assignment form and be attached hereto **Attachment B**. Assignments can only be transferred to the owner of record and must be executed as such.
4. If the permit holder of record is not available to sign this Assignment form, a chain of title showing all owners – beginning with the original permit holder – must be provided and attached hereto as **Attachment C**.

Temporary Permit Number: LU300091  
 Body of water: CHATCOLET County: BENEWAH  
 Parcel / AIN Number: LP130002

#### ASSIGNOR(S) – CURRENT PERMIT HOLDER

(assignor name – printed) CRAIG W. SWANSON  
 currently own the parcel described in the Temporary Permit, attached hereto as Attachment A, and hereby assign the corresponding Temporary Permit be assigned to the **Assignee**, described below.

By signing below, I hereby swear and affirm that the information contained herein is true and correct to the best of my knowledge and that the temporarily permitted structure is in compliance with the terms and conditions contained within the Temporary Permit as issued and with all applicable laws and regulations.

Craig W. Swanson  
 Assignor Signature

2/18/2025  
 Date

#### ASSIGNEE(S) – NEW PERMITEE(S)

By signing below, I hereby accept and agree to the following: to comply with the terms and conditions contained within the Temporary Permit, attached hereto as Attachment A.

as issued, and with all applicable laws and regulations; to notify the Department of Lands of a change in the contact information listed below, and; to file with the Department a subsequent Notice of Assignment should the corresponding Temporary Permit need to be reassigned.

Assignee(s) Name: Lewis E Patrick Trust, Apr 8, 1998  
Mailing Address: 10303 E ROSEMARY LANE, SCOTTSDALE, AZ 85255  
Parcel Number: \_\_\_\_\_  
Email Address: LEW@PATRICKPROPERTY.COM  
Phone number: 602-663-2600

Current Status of Boat Garage structure:

Demolished

Relocated – Identify Location: \_\_\_\_\_

Is this new location temporary or permanent?  Temporary  Permanent

Other (explain): \_\_\_\_\_

A E Patrick, Trustee  
Assignee Signature

2/18/25  
Date

**\*\*\* FAILURE TO SUCCESSFULLY ASSIGN TEMPORARY PERMITS MAY RESULT IN AUTHORIZATION FOR THE TEMPORARILY PERMITTED STRUCTURE BEING INVALIDATED. \*\*\***

— FOR IDAHO DEPARTMENT OF LANDS STAFF TO COMPLETE —

This fully completed Notice of Assignment form with corresponding documentation was received by the Department of Lands on 4/14/25 (date)  
by Amidy Fuson (IDL employee name -printed).



# IDAHO GENERAL BILL OF SALE

Date: 2-21, 2025

## 1. THE PARTIES.

Buyer's Name: Lewis E Patrick, Trust ("Buyer") with a mailing address of 10303 E. ROSEMARY LN, SCOTTSDALE, AZ 85255  
Seller's Name: Kelly Budge ("Seller") with a mailing address of 175 Beverly Hills Rd, St. Maries, Id 83861

## 2. PERSONAL PROPERTY.

Description: BOAT GARAGE PERMIT LU 300046  
Serial Number (SN) (if any): Parcel Number LP120007 EBH05  
The above-described item shall be known as the "Personal Property."

## 3. TRADE/PURCHASE PRICE. check one (1)

- Seller accepts cash payment in the amount of \$10,000.00 to be paid on:
  - The date of this bill of sale.
  - At a future date no later than \_\_\_\_\_, 20\_\_\_\_.
  - Other. \_\_\_\_\_.
- Buyer is receiving the Personal Property as a Gift.
- Seller accepts trade for the Personal Property in exchange for: \_\_\_\_\_

## 4. BUYER AND SELLER DISCLOSURE.

The undersigned Seller affirms that the above information about the Personal Property is accurate to the best of their knowledge. The undersigned Buyer accepts receipt of this bill of sale and understands that the above Personal Property is sold on an "as is, where is" condition with no guarantees or warranties, either expressed or implied.

Seller's Signature:  Date: 2/21/2025

Print Name: Kelly Budge

Buyer's Signature:  Date: 2/21/2025

Print Name: Lewis Patrick, Trustee





# Notice of Assignment – Temporary Land Use Permit

**Assignment Instructions:** This form is to be used by Persons seeking to assign a Temporary Permit issued for maintenance of a boat garage footprint, which was formerly moored at Heyburn State Park. To successfully assign the Temporary Permit, please complete this form accordingly and return it to the applicable IDL area office:

1. The seller (**Assignor**) and buyer (**Assignee**) must sign this joint Notice of Assignment form.
2. The Temporary Permit issued to the **Assignor** must accompany this Notice of Assignment form and be attached hereto **Attachment A**.
3. A bill of sale, or other document showing chain of title, must accompany this Notice of Assignment form and be attached hereto **Attachment B**. Assignments can only be transferred to the owner of record and must be executed as such.
4. If the permit holder of record is not available to sign this Assignment form, a chain of title showing all owners – beginning with the original permit holder – must be provided and attached hereto as **Attachment C**.

Temporary Permit Number: LL300046

Body of water: Chatcolet County: BENUEWAH

Parcel / AIN Number: LP120007 EBH05

### ASSIGNOR(S) – CURRENT PERMIT HOLDER

(assignor name – printed) Kelly Budge,  
currently own the parcel described in the Temporary Permit, attached hereto as Attachment A, and hereby assign the corresponding Temporary Permit be assigned to the **Assignee**, described below.

By signing below, I hereby swear and affirm that the information contained herein is true and correct to the best of my knowledge and that the temporarily permitted structure is in compliance with the terms and conditions contained within the Temporary Permit as issued and with all applicable laws and regulations.

Signed by:  
Kelly C Budge  
Assignor Signature

2-21-25 2/21/2025  
Date

### ASSIGNEE(S) – NEW PERMITEE(S)

By signing below, I hereby accept and agree to the following: to comply with the terms and conditions contained within the Temporary Permit, attached hereto as Attachment A,

as issued, and with all applicable laws and regulations; to notify the Department of Lands of a change in the contact information listed below, and; to file with the Department a subsequent Notice of Assignment should the corresponding Temporary Permit need to be reassigned.

Assignee(s) Name: Lewis E Patrick Trust, Apr 8, 1999  
Mailing Address: 10303 E. Rosemary Ln, Scottsdale, AZ 85255  
Parcel Number: LP120007 EBH05  
Email Address: Lew@patrickproperty.com  
Phone number: 602 663-2600

Current Status of Boat Garage structure:

Demolished  
 Relocated – Identify Location: \_\_\_\_\_

Is this new location temporary or permanent?  Temporary  Permanent

Other (explain): \_\_\_\_\_

L. E. Patrick, Trustee  
Assignee Signature

2-21-25  
Date

**\*\*\* FAILURE TO SUCCESSFULLY ASSIGN TEMPORARY PERMITS MAY RESULT IN AUTHORIZATION FOR THE TEMPORARILY PERMITTED STRUCTURE BEING INVALIDATED. \*\*\***

— FOR IDAHO DEPARTMENT OF LANDS STAFF TO COMPLETE —

This fully completed Notice of Assignment form with corresponding documentation was received by the Department of Lands on \_\_\_\_\_ (date)  
by \_\_\_\_\_ (IDL employee name -printed).

# IDAHO GENERAL BILL OF SALE

Date: 2-18, 2025

## 1. THE PARTIES.

Buyer's Name: Leann Marie Lambert ("Buyer") with a mailing address of

1000 E. Broadway St. Pocatello, ID 83401  
Seller's Name: Craig Swanson ("Seller") with a mailing address of  
P.O. Box 307 Pocatello, ID 83401

## 2. PERSONAL PROPERTY.

Description: BAUT Garage Permit No. LU300091

Serial Number (SN) (if any): PARCEL NO. LP130002

The above-described item shall be known as the "Personal Property."

## 3. TRADE/PURCHASE PRICE. check one (1)

- Seller accepts cash payment in the amount of \$5,000.00 to be paid on:

- The date of this bill of sale.

- At a future date no later than \_\_\_\_\_, 20\_\_\_\_.

- Other, \_\_\_\_\_.

- Buyer is receiving the Personal Property as a Gift.

- Seller accepts trade for the Personal Property in exchange for: \_\_\_\_\_.

## 4. BUYER AND SELLER DISCLOSURE.

The undersigned Seller affirms that the above information about the Personal Property is accurate to the best of their knowledge. The undersigned Buyer accepts receipt of this bill of sale and understands that the above Personal Property is sold on an "as is, where is" condition with no guarantees or warranties, either expressed or implied.

Seller's Signature: Craig Swanson Date: 2-18-25

Print Name: Craig Swanson

Buyer's Signature: Leann Marie Lambert Date: 2-18-25

Print Name: Leann Lambert



JOINT APPLICATION FOR PERMITS

DEC 04 2025

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:		<input type="checkbox"/> Incomplete Application Returned		Date Returned:			
Idaho Department of Water Resources No.	Date Received:		<input type="checkbox"/> Fee Received DATE:		Receipt No.:			
Idaho Department of Lands No. <b>L9652863A</b>	Date Received: <b>12/14/2025</b>		<input type="checkbox"/> Fee Received <b>\$2,075 -</b> DATE: <b>12/14/2025</b>		Receipt No.: <b>#1520</b>			
<b>INCOMPLETE APPLICANTS MAY NOT BE PROCESSED</b>								
1. CONTACT INFORMATION - APPLICANT Required:				2. CONTACT INFORMATION - AGENT:				
Name: Patrick Lewis E Trust				Name: Bob Presta				
Company:				Company: CE Kramer Crane and Contracting				
Mailing Address: PO Box 14136				Mailing Address: 46820 Hwy 2				
City: Scottsdale		State: AZ	Zip Code: 85267		City: Hope		State: ID	Zip Code: 83836
Phone Number (include area code): 602-663-2600		E-mail: lew@patrickproperty.com		Phone Number (include area code): 208 264 3021		E-mail: bob@cekramer.com		
3. PROJECT NAME or TITLE: Boat Garages				4. PROJECT STREET ADDRESS: 941 W Oden Bay				
5. PROJECT COUNTY: Bonner		6. PROJECT CITY: Sandpoint		7. PROJECT ZIP CODE: 83864		8. NEAREST WATERWAY/WATERBODY: Lake Pend Oreille		
9. TAX PARCEL ID#: RP57N01W084690A		10. LATITUDE: 48.30331 LONGITUDE: -116.4705		11a. 1/4:	11b. 1/4:	11c. SECTION: 08	11d. TOWNSHIP: 57N	11e. RANGE: 01W
12a. ESTIMATED START DATE: February 2026		12b. ESTIMATED END DATE: May 2026		13a. IS PROJECT LOCATED WITHIN ESTABLISHED TRIBAL RESERVATION BOUNDARIES? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Tribe:				
13b. IS PROJECT LOCATED IN LISTED ESA AREA? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES				13c. IS PROJECT LOCATED ON/NEAR HISTORICAL SITE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES				
14. DIRECTIONS TO PROJECT SITE: Include vicinity map with legible crossroads, street numbers, names, landmarks.  From Hwy 95 N Sandpoint - Hwy 2 east 4.5 miles, right onto W oden Bay Rd for 1 mile. property on the left.								
15. PURPOSE and NEED: <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Public <input checked="" type="checkbox"/> Private <input type="checkbox"/> Other Describe the reason or purpose of your project; include a brief description of the overall project. Continue to Block 16 to detail each work activity and overall project.  Construct two boat garages at existing dock - to provide covered boat moorage.								

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.:

Construct two boat garages at existing dock (L96S2863). Boat garage(s) foundations to be 10" diameter steel piles. Piles to be driven with vibratory hammer mounted to a 240 Link Belt excavator. Excavator will access the lakebed during low water winter period. All work will be conducted on nonsubmerged lake bed.

Boat Garage B: Foundation 15.5'w x 30.33'l, 470.17 SF (LU 300046)  
 Garage 12.25'w x 26.25'l x 10.5'h, 321.56 SF  
 Designed Dimensions: 13'-6" x 23'-10" x 10'-0", 321.56 SF

Boat Garage A: Foundation 20'w x 26'l, 520 SF (LU 300091)  
 Garage 16.34'w x 23.17'l x 10'h, 378.6 SF  
 Designed Dimensions: 13'-6" x 28'-0" x 10'-0", 378.6 SF

See attached architectural drawings for building details

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.

No alternatives considered.

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.

N/A, wetlands are not impacted



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:  
L96S2863

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: n/a 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

All piles driving and structural steel work will be conducted from nonsubmerged lakebed during the low water winter period.  
 Equipment will be stocked with spill clean up kits.  
 No excavation is expected or required.  
 Piles to be driven with a vibratory hammer.



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
Boat Garage B	Lake Pend Oreille	perennial	321.56 SF Garage	23'-10"
Boat Garage A	Lake Pend Oreille	perennial	376.6 SF Garage	28'-0"
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)
n/a	n/a	n/a	n/a	n/a
TOTAL WETLAND IMPACTS (Square Feet):				

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

Name Kevin Chadwick Mailing Address 2365 E Tennessee Ave City: <b>Denver</b> State: <b>CO</b> Zip Code: <b>80209</b> Phone Number (include area code): _____ E-mail: _____	Name Ruth Williams Mailing Address 29 Eagle Ct City: Sandpoint State: <b>ID</b> Zip Code: <b>83861</b> 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: _____	Name Mailing Address City: _____ State: _____ Zip Code: _____ Phone Number (include area code): _____ E-mail: _____

IDAHO DEPARTMENT OF LANDS  
 DEC 04 2025  
 PEND OREILLE LAKE AREA

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

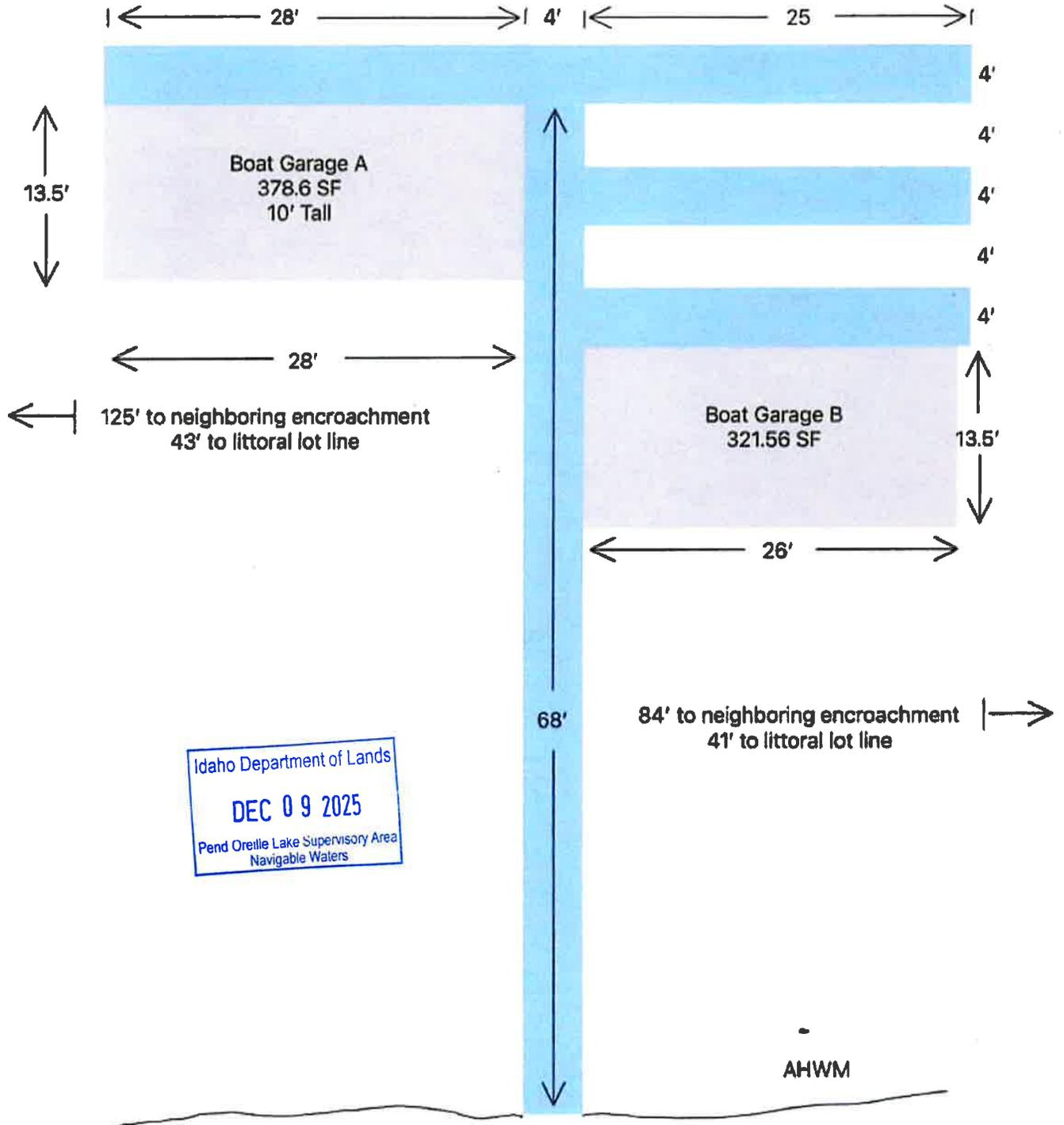
*Application is hereby made for permit, or permits, to authorize the work described in this application and all supporting documentation. I certify that the information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein, 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: *[Handwritten Signature]* Date: 11/25/25

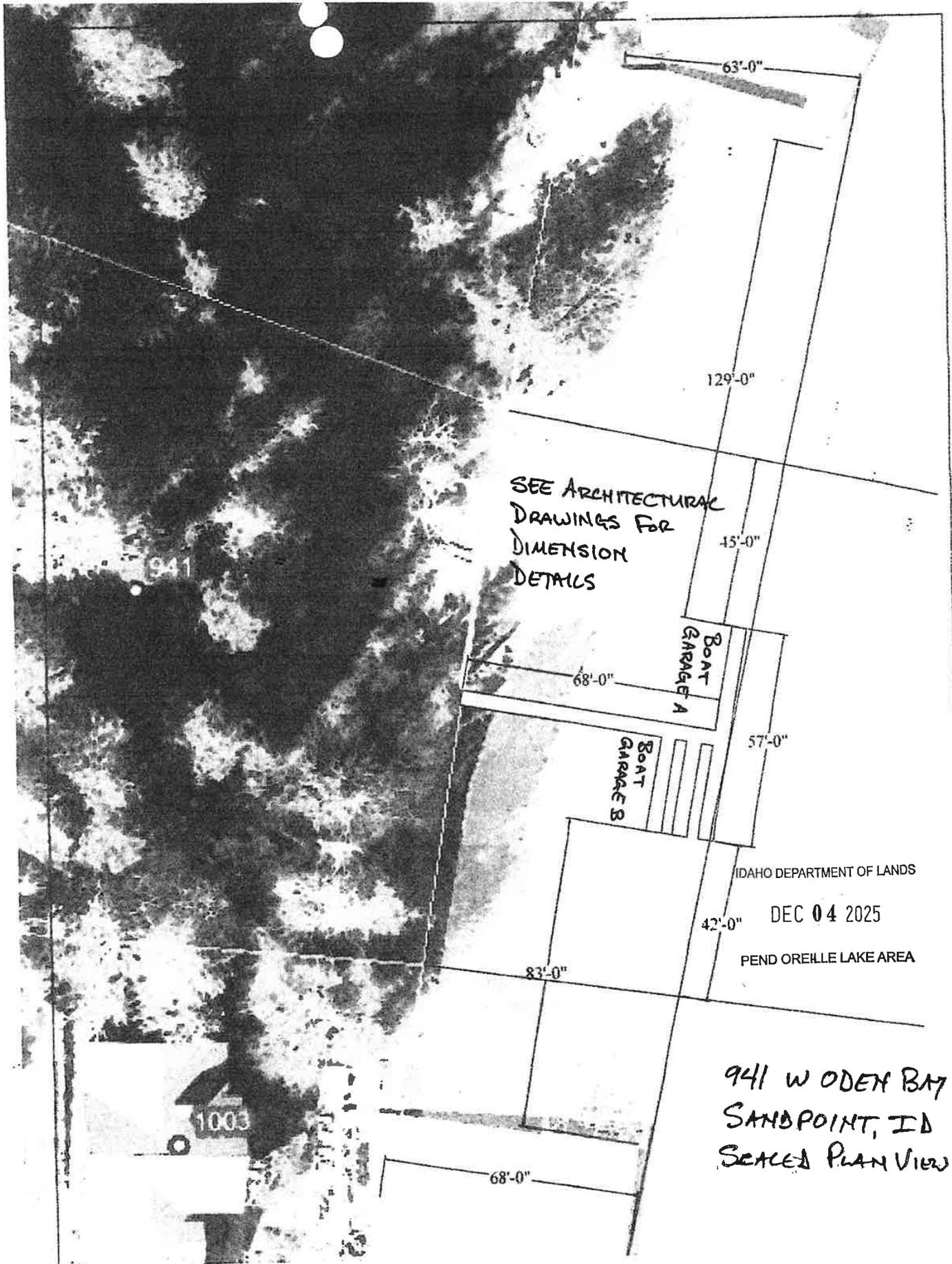
Signature of Agent: *[Handwritten Signature]* Date: 11/26/25

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 fact, 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".

941 W Oden Bay  
Existing Dock (L96S2863)  
W/ boat garages



Idaho Department of Lands  
DEC 09 2025  
Pend Oreille Lake Supervisory Area  
Navigable Waters



63'-0"

129'-0"

SEE ARCHITECTURAL  
DRAWINGS FOR  
DIMENSION  
DETAILS

45'-0"

Boat  
GARAGE A

68'-0"

Boat  
GARAGE B

57'-0"

IDAHO DEPARTMENT OF LANDS

DEC 04 2025

PEND OREILLE LAKE AREA

42'-0"

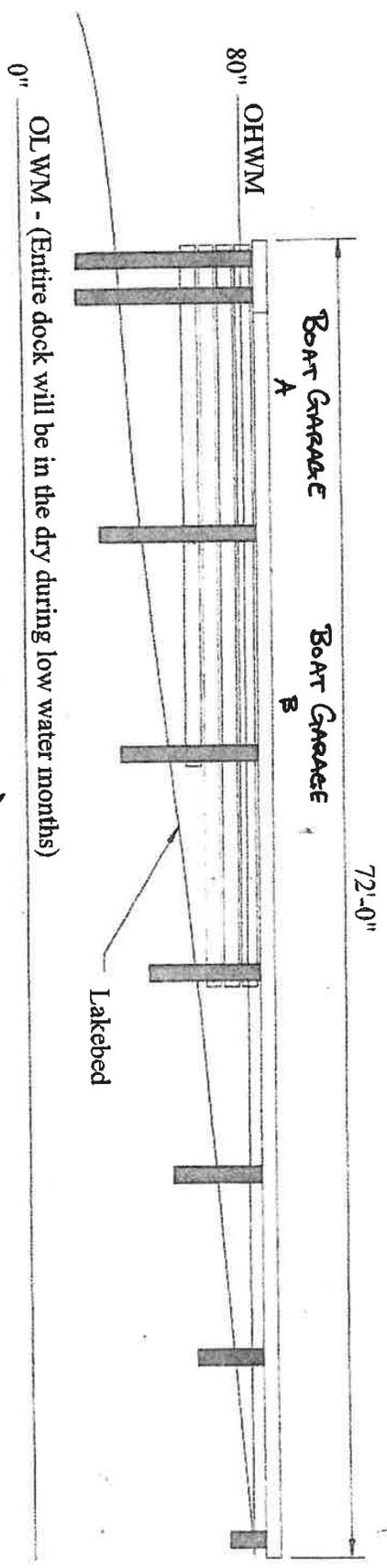
83'-0"

941 W ODEH BAY  
SANDPOINT, ID  
SCALED PLAN VIEW

68'-0"

1003

941 W OBER BAY  
LAKE BED PROFILE



SEE ARCHITECTURAL DRAWINGS  
FOR ELEVATION DETAILS

IDAHO DEPARTMENT OF LANDS  
DEC 04 2025  
PEND OREILLE LAKE AREA

DEC 04 2025

Boat house one:

Foundation: 15.5Wx30.33L

Foundation: Sqft 470.17sqft

Garage: 12.25Wx26.25Lx10.5H

Garage Sqft: 321.56sqft

*7W  
12/11/25*

Boat house two:

Foundation: 20Wx26L

Foundation Sqft: 520

Garage 16.34Wx23.17Lx10H

Garage Sqft: 378.60

# 941 W ODEN BAY RD - BOAT GARAGES

## SANDPOINT, ID 83864

ISSUE DATE: 2025.11.24  
 PROJECT #: 24.011  
**PERMIT SUBMITTAL**

**STUDIO ASCENT**

**ARCHITECT**

**Studio Ascent Inc.**  
 201 W. Washington St. #201  
 Sandpoint, ID 83864  
 Phone: 208.255.8227  
 Fax: 208.255.8228  
 Website: www.studioascent.com

**OWNER**

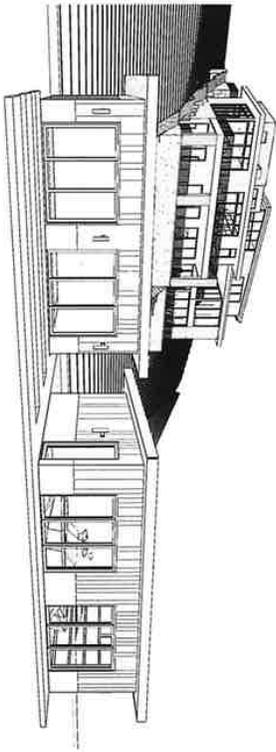
**David & Wendy Baker**  
 PO Box 14138  
 Sandpoint, Idaho 83864  
 Phone: 208.255.8227  
 Email: david@studioascent.com

**CONTRACTOR**

**Lee Fisher**  
 488 George St. #101  
 Sandpoint, ID 83864  
 Phone: 208.255.8227  
 Email: lee@studioascent.com

**GENERAL NOTES**

1. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AND REGULATIONS.
2. THE CONTRACTOR SHALL COMPLETELY STUDY AND COMPLETE THE CONTRACT DOCUMENTS AND ALL ADDENDUMS AND SPECIFICATIONS PRIOR TO THE COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF THE CONTRACT DOCUMENTS AND ALL ADDENDUMS AND SPECIFICATIONS PRIOR TO THE COMMENCEMENT OF WORK.
3. CONTRACTOR IS RESPONSIBLE FOR THE COMPLETION OF ALL SECTION ELEVATIONS AND MATERIALS TO COMPLETE THE PROJECT.
4. DO NOT SCALE THE DRAWINGS. CONSULT ARCHITECT FOR ANY REQUIRED DIMENSIONS. THE DRAWINGS AS WELL AS ALL COMMENTS AND SHALL, WITH THE ARCHITECT'S SIGNATURE AND SEAL, BE SUBMITTED TO THE PERMITTING AGENCY FOR REVIEW AND APPROVAL.
5. ALL DIMENSIONS ARE GIVEN UNLESS OTHERWISE NOTED.
6. PROVIDE SCHEDULING INFORMATION TO THE ARCHITECT FOR ALL WORK TO BE PERFORMED.
7. GUARANTEE WORK AND ASSESS RISK. IF THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE DESIGN OF THE BUILDING, THE DESIGN SHALL BE SUBJECT TO THE FOLLOWING:
  - a. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AND REGULATIONS.
  - b. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF ALL WORK AND SHALL BE RESPONSIBLE FOR THE COMPLETION OF ALL WORK AND SHALL BE RESPONSIBLE FOR THE COMPLETION OF ALL WORK AND SHALL BE RESPONSIBLE FOR THE COMPLETION OF ALL WORK.
  - c. THE ARCHITECT SHALL NOT HAVE CONTROL OVER OR CHANGE OF ANY WORK NOT BE PERFORMED BY THE GENERAL CONTRACTOR.
  - d. THE ARCHITECT SHALL NOT HAVE CONTROL OVER OR CHANGE OF ANY WORK NOT BE PERFORMED BY THE GENERAL CONTRACTOR.
  - e. THE ARCHITECT SHALL NOT HAVE CONTROL OVER OR CHANGE OF ANY WORK NOT BE PERFORMED BY THE GENERAL CONTRACTOR.
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20. THE ARCHITECT SHALL NOT HAVE CONTROL OVER OR CHANGE OF ANY WORK NOT BE PERFORMED BY THE GENERAL CONTRACTOR.



**SITE INFORMATION**  
 LEGAL DESCRIPTION:  
 65261 W. 174.43'

**APPLICABLE CODES**  
 2018 INTERNATIONAL BUILDING CODE  
 2018 INTERNATIONAL PLUMBING AND MECHANICAL CODE  
 2018 INTERNATIONAL ELECTRICAL CODE  
 2018 INTERNATIONAL FIRE CODE  
 2018 INTERNATIONAL ENERGY CONSERVATION CODE  
 2018 NATIONAL ELECTRICAL CODE

**BUILDING INFORMATION**  
 BUILDING AREA CALCULATIONS:  
 BOAT GARAGE A: 374.5 SF  
 BOAT GARAGE B: 374.5 SF

**PEND OREILLE LAKE AREA**  
 IDAHO DEPARTMENT OF LANDS  
 DEC 04 2025

NO.	REVISION	DATE
1	PERMITTED FOR REVIEW	2025.11.24
2	ISSUED FOR PERMIT	2025.11.24

**SHEET LIST**

SHEET #	SHEET NAME
00 - General	COVER SHEET
G-000	COVER SHEET

**00 - Additional**

A-301	SITE PLAN
A-101	MAIN LEVEL - BOAT GARAGES
A-102	ROOF PLAN - BOAT GARAGES
A-201	BUILDING ELEVATIONS - BOAT GARAGE A
A-202	BUILDING ELEVATIONS - BOAT GARAGE B
A-301	BUILDING SECTIONS - BOAT GARAGE A
A-302	BUILDING SECTIONS - BOAT GARAGE B
A-901	SCHEDULES
A-902	RESPECTIVES

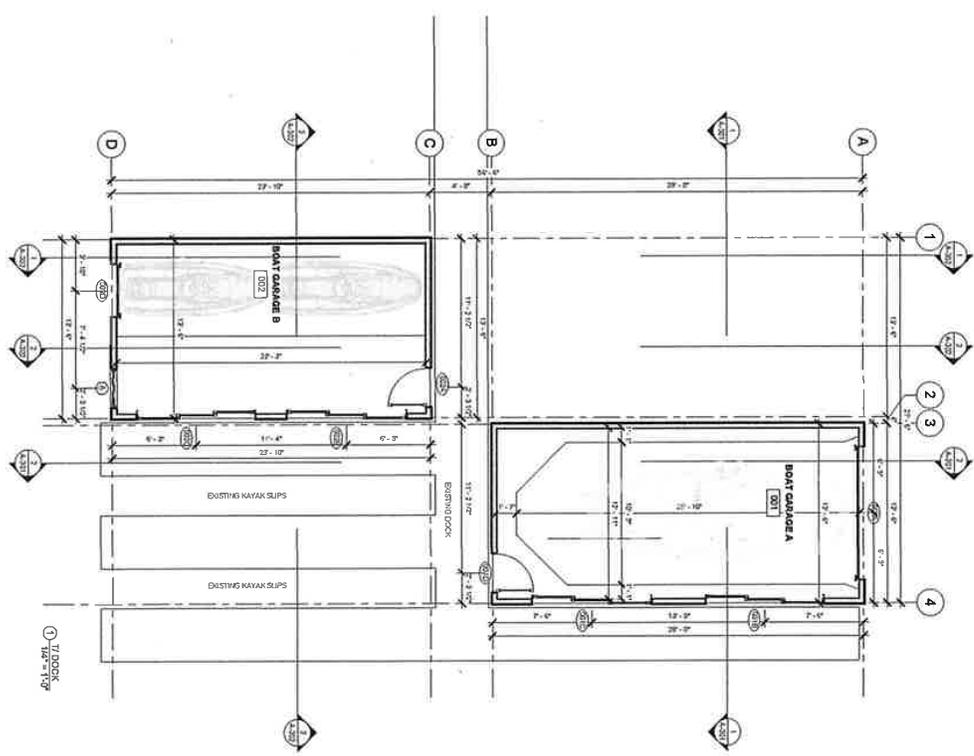
941 W ODEN BAY RD  
 - BOAT GARAGES  
 COVER SHEET

PROJECT # 24.011  
 DATE 2025.11.24

**G-000**



IDAHO DEPARTMENT OF LANDS  
 DEC 11 2025  
 PEND OREILLE LAKE AREA



PLAN LEGEND & ABBREVIATIONS	
SYMBOL	DESCRIPTION
①	GRADE DETECTOR IN ACCESSANCE WALL PER 1514
②	CARBON MONOXIDE DETECTOR PER I.C. 534.0101.81 BOLES
□	AS
PL	COMPONENT TO OWNERSHIP
30	PROPERTY LINE
STB	SETBACK
FR	FACE OF FINISH
③	STAIRS RIGID
④	OVERLAND
⑤	180° 24" EXTERIOR WALL

GENERAL PLAN NOTES	
1	ALL EXTERIOR DIMENSIONS ARE TO FACE OF STUD AND CENTERLINE OF OPENING.
2	UNO
3	ALL EXTERIOR FINISH WALLS TO BE 24" @ 17" C.V.U.O. INTERIOR TO BE 24" @ 17" C.V.U.O.
4	DO NOT SCALE PERMANENT CONSTRUCTION. ARCHITECT'S PERMANENT REQUIREMENTS SHALL SUPERSEDE ANY DIMENSIONS SHOWN ON THIS DRAWING. DIMENSIONS SHALL BE TO FACE OF FINISH UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE TO FACE OF FINISH UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE TO FACE OF FINISH UNLESS OTHERWISE NOTED.

**STUDIO ASCENT**

700 N. WASHINGTON ST. SUITE 200  
 BOISE, ID 83725  
 (208) 333-1111  
 www.studioascent.com

**ARCHITECT**  
 STUDIO ASCENT  
 700 N. WASHINGTON ST. SUITE 200  
 BOISE, ID 83725  
 (208) 333-1111  
 www.studioascent.com

**OWNER**  
 PEND OREILLE LAKE AREA  
 1000 W. 11TH ST. SUITE 200  
 BOISE, ID 83725  
 (208) 333-1111  
 www.idahodlands.com

**DATE**  
 2025.12.09

**PROJECT #**  
 2025.12.09

**DATE**  
 2025.12.09

941 W ODDEN BAY RD  
 - BOAT GARAGES  
 MAIN LEVEL - BOAT  
 GARAGES

**A-101**

IDAHO DEPARTMENT OF LANDS

DEC 04 2025

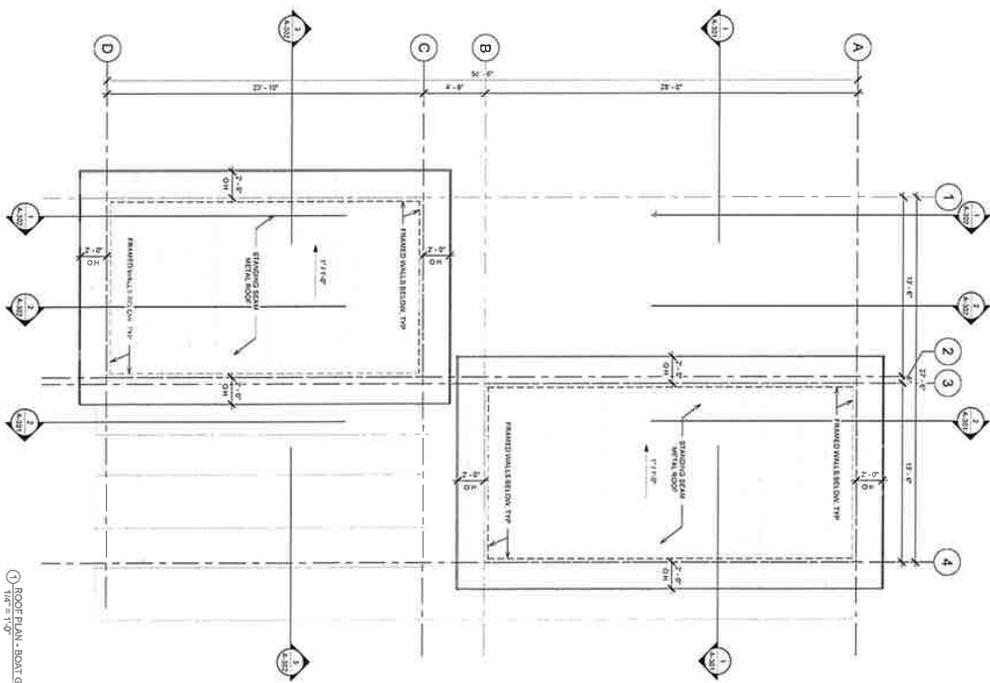
PEND OREILLE LAKE AREA

**GENERAL ROOF PLAN NOTES**

1 PROVIDE ICE AND WINTER SHIELD AT ALL WALLS AND AT PANEL NUMBER 02-02 BACK FROM PAVING.

2 SPECIFY AND PROVIDE A SPECIAL MATERIALS LIST FOR ALL ROOFING AND NOT COMPATIBLE WITH CONTACT COATING. PROVIDE A SPECIAL MATERIALS LIST FOR ALL ROOFING AND MATERIAL TRANSPORTS.

03 GOVERNMENT TO OWN R/W



**STUDIO ASCENT**

**ARCHITECT**  
 STUDIO ASCENT  
 2024 W. VANWAGEN BLVD  
 SUITE 101  
 BOZEMAN, IDAHO 83725  
 208.353.1122  
 www.studioascent.com

**OWNER**  
 IDAHO DEPARTMENT OF LANDS  
 2024 W. VANWAGEN BLVD  
 SUITE 101  
 BOZEMAN, IDAHO 83725  
 208.353.1122  
 www.idahodlands.com

941 W. ODEN BAY RD  
 - BOAT GARAGES  
 ROOF PLAN - BOAT  
 GARAGES

PROJECT # 24-011  
 DATE 2025.11.24  
**A-102**

# STUDIO ASCENT

2025.12.08  
 2025.12.08  
 2025.12.08

ARCHITECT  
 STUDIO ASCENT  
 1000 S. 1000 E.  
 BOONVILLE, VA 22011  
 ON A PROJECT BASIS ONLY

OWNER  
 Lewis E. Parks, Trust  
 2000 S. 1000 E.  
 BOONVILLE, VA 22011  
 lewis@ascendstudio.com

CONTRACTOR  
 Bob Lingo Builders  
 2000 S. 1000 E.  
 BOONVILLE, VA 22011  
 bob@lingobuilders.com

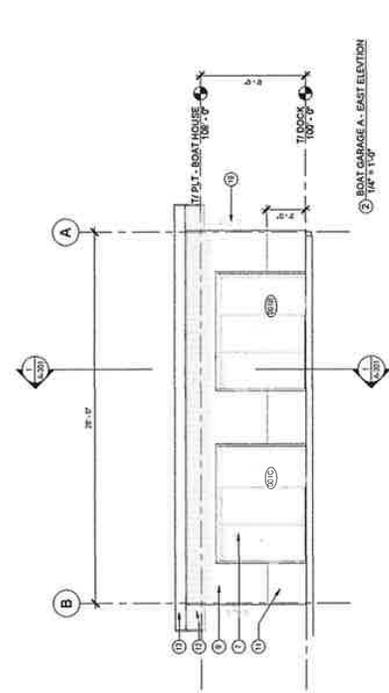
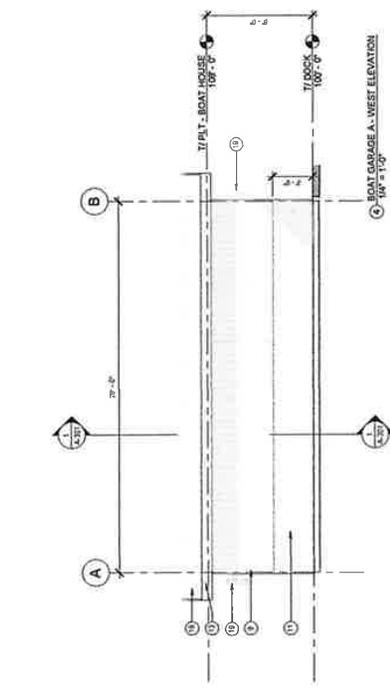
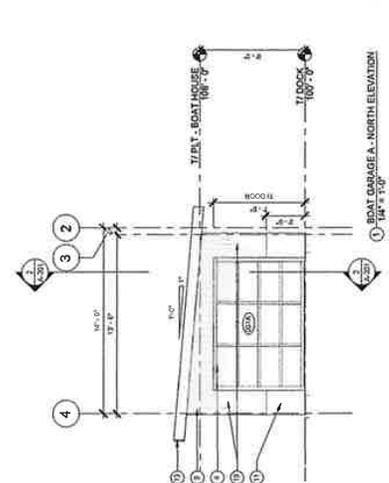
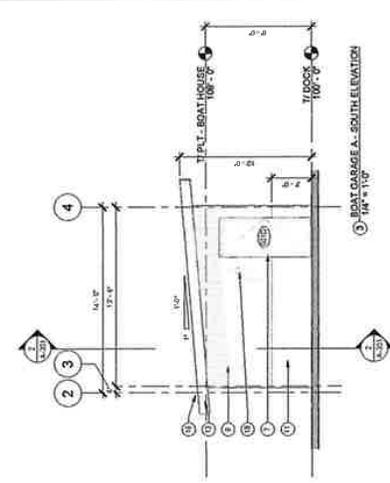
NO.	REVISION	DATE
1	ISSUED FOR PERMIT	2025.11.20
2	PERMIT SUBMITTAL	2025.11.20

9411 W ODEEN BAY RD  
 - BOAT GARAGES  
 BUILDING  
 ELEVATIONS - BOAT  
 GARAGE A

PROJECT # 24.011  
 DATE 2025.12.08

**A-201**

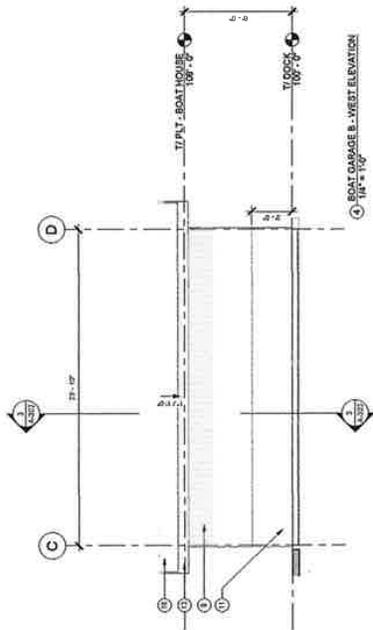
- ### ELEVATION CALLOUTS
- 1 NOT USED
  - 2 NOT USED
  - 3 GARAGE DOOR, SEE DOOR SCHED.
  - 4 NOT USED
  - 5 ADJ. TRIM TO MATCH WINDOWS
  - 6 THERMALLY BROKEN ALUMINUM WINDOW, SEE WINDOW SCHED.
  - 7 THERMALLY BROKEN ALUMINUM DOOR, SEE DOOR SCHED.
  - 8 NOT USED
  - 9 NOT USED
  - 10 NOT USED
  - 11 THE FINISH IS TO MATCH THE FINISH OF THE ADJACENT WALLS. SEE FINISH SCHEDULE.
  - 12 THE FINISH IS TO MATCH THE FINISH OF THE ADJACENT WALLS. SEE FINISH SCHEDULE.
  - 13 THE FINISH IS TO MATCH THE FINISH OF THE ADJACENT WALLS. SEE FINISH SCHEDULE.
  - 14 THE FINISH IS TO MATCH THE FINISH OF THE ADJACENT WALLS. SEE FINISH SCHEDULE.
  - 15 THE FINISH IS TO MATCH THE FINISH OF THE ADJACENT WALLS. SEE FINISH SCHEDULE.
  - 16 THE FINISH IS TO MATCH THE FINISH OF THE ADJACENT WALLS. SEE FINISH SCHEDULE.
  - 17 THE FINISH IS TO MATCH THE FINISH OF THE ADJACENT WALLS. SEE FINISH SCHEDULE.
  - 18 THE FINISH IS TO MATCH THE FINISH OF THE ADJACENT WALLS. SEE FINISH SCHEDULE.
  - 19 THE FINISH IS TO MATCH THE FINISH OF THE ADJACENT WALLS. SEE FINISH SCHEDULE.
  - 20 THE FINISH IS TO MATCH THE FINISH OF THE ADJACENT WALLS. SEE FINISH SCHEDULE.



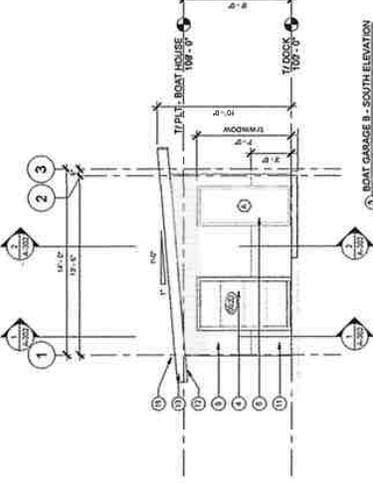
IDAHO DEPARTMENT OF LANDS  
 DEC 11 2025  
 PEND OREILLE LAKE AREA

**ELEVATION CALLOUTS**

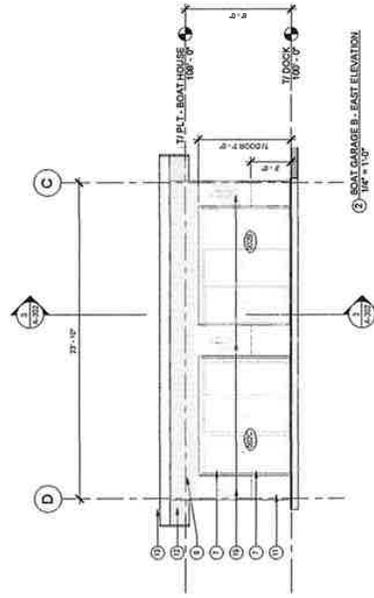
1	NOT USED	FOR VERTICAL DIMENSIONS, ALWAYS INDICATE THE NUMBER OF THE CALLOUT LINE TO WHICH THE DIMENSION APPLIES. FOR HORIZONTAL DIMENSIONS, ALWAYS INDICATE THE NUMBER OF THE CALLOUT LINE TO WHICH THE DIMENSION APPLIES. SEE ASSEMBLY SHEET FOR DETAILS. STAIN TIE	24	MINIMUM 2x6 JOIST SPACING, 16" ON CENTER, WITH 2x8 JOIST SPACING, 16" ON CENTER, TO MATCH ROOFING
2	NOT USED	NOT USED	25	STANDARD SPAN METAL ROOF COLOR TIE, SEAMS TO MATCH
3	NOT USED	NOT USED	26	8 1/2" OC 1x4 FLOOR JOIST, TYP.
4	NOT USED	GAUGE DOOR: SEE DOOR SCHED.	27	NOT USED
5	NOT USED	ALUM. TRIM TO MATCH WINDOWS	28	NOT USED
6	NOT USED	THERMALLY BROKEN ALUMINUM WINDOW: SEE WINDOW SCHED.	29	NOT USED
7	NOT USED	THERMALLY BROKEN ALUMINUM DOOR: SEE DOOR SCHED.	30	NOT USED
8	NOT USED	NOT USED	31	NOT USED



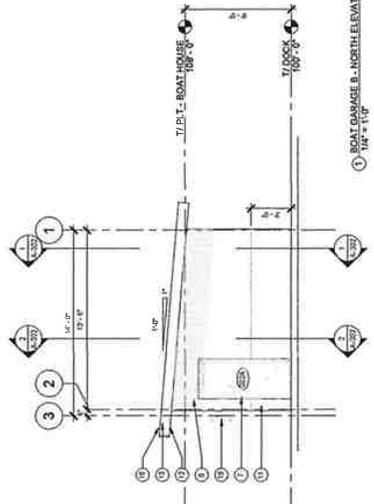
4 BOAT GARAGE B - WEST ELEVATION  
1/4" = 1'-0"



3 BOAT GARAGE B - SOUTH ELEVATION  
1/4" = 1'-0"



2 BOAT GARAGE B - EAST ELEVATION  
1/4" = 1'-0"



1 BOAT GARAGE B - NORTH ELEVATION  
1/4" = 1'-0"

# STUDIO ASCENT

1000 S. 10th Street, Suite 100, Boise, ID 83725  
PH: 208.333.1111 | WWW.STUDIOASCENT.COM

**ARCHITECT**  
STUDIO ASCENT  
1000 S. 10th Street, Suite 100  
Boise, ID 83725  
208.333.1111

**OWNER**  
Lynn E. Pappas Trust  
Sageview, 8000 S. 200th  
Boise, ID 83725  
208.333.1111

**CONTRACTOR**  
Bain Legacy Builders  
500 S. 10th Street, Suite 100  
Boise, ID 83725  
208.333.1111

DATE	BY
2025.11.28	2025.11.28
2025.11.28	2025.11.28
2025.11.28	2025.11.28

**9411 W ODEN BAY RD  
- BOAT GARAGES  
BUILDING  
ELEVATIONS - BOAT  
GARAGE B**

PROJECT # 24.011  
DATE 2025.12.02

**A-202**

IDAHO DEPARTMENT OF LANDS  
**DEC 11 2025**  
PEND OREILLE LAKE AREA



DEC 04 2025

PEND OREILLE LAKE AREA

STUDIO  
ASCENT

THESE PLANS WERE PREPARED BY THE ARCHITECT AND ENGINEER FOR THE ARCHITECT AND ENGINEER'S CLIENT. THE ARCHITECT AND ENGINEER HAS NOT CONDUCTED A VISUAL CHECK OF THESE PLANS AGAINST THE ACTUAL SITE CONDITIONS. THE ARCHITECT AND ENGINEER IS NOT RESPONSIBLE FOR ANY DISCREPANCIES BETWEEN THESE PLANS AND THE ACTUAL SITE CONDITIONS.

**ARCHITECT**  
STUDIO ASCENT  
200 N. WASHINGTON ST. SUITE 200  
BOZEMAN, MT 59717  
509.328.1155  
studioascents.com  
ascents@studioascents.com

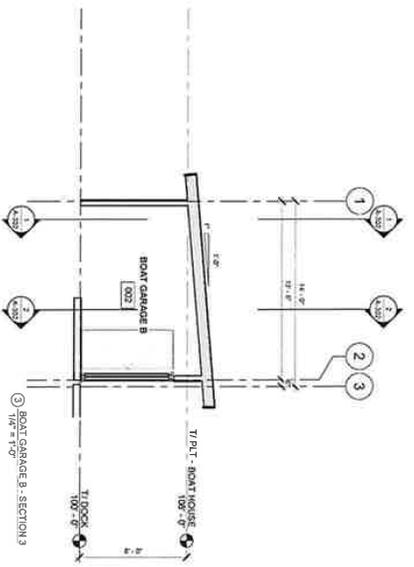
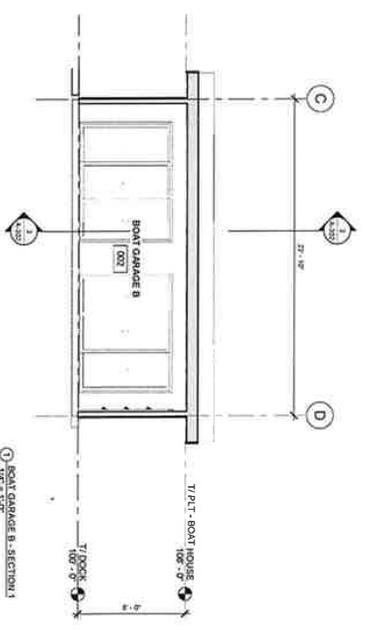
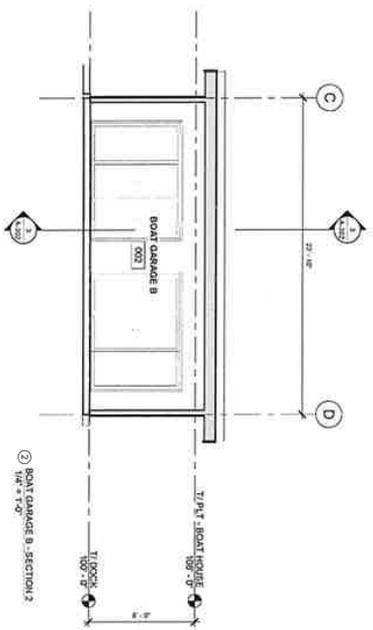
**OWNER**  
MOUNTAIN VIEW  
PO BOX 14102  
BOZEMAN, MT 59714  
509.328.3000  
www.mountainview.com

**CONTRACTOR**  
BOAT HOUSE BUILDING  
SOLUTIONS LLC  
2000 N. WASHINGTON ST. SUITE 200  
BOZEMAN, MT 59717  
509.328.3000  
boathousesolutions.com

NO.	REVISION	DATE
1	PERMITTING CORRECTIONS	2025.11.24
2	PERMIT SUBMITTAL	2025.11.24

941 W. ODEN BAY RD  
- BOAT GARAGES  
BUILDING SECTIONS  
- BOAT GARAGE B

PROJECT # 24-071  
DATE 2025.11.24  
A-302



WINDOW SCHEDULE					
MARK	ROOM #	ROOM NAME	WIDTH	HEIGHT	COMMENTS
100		BOAT GARAGE #	7'-0"	7'-0"	

EXTERIOR DOOR SCHEDULE					
MARK	ROOM #	ROOM NAME	WIDTH	HEIGHT	DESCRIPTION
01-01	001	BOAT GARAGE #	9'-0"	7'-0"	EXTERIOR DOOR
01-02	001	BOAT GARAGE #	9'-0"	7'-0"	EXTERIOR DOOR
01-03	001	BOAT GARAGE #	9'-0"	7'-0"	EXTERIOR DOOR
01-04	001	BOAT GARAGE #	9'-0"	7'-0"	EXTERIOR DOOR
01-05	001	BOAT GARAGE #	9'-0"	7'-0"	EXTERIOR DOOR
01-06	001	BOAT GARAGE #	9'-0"	7'-0"	EXTERIOR DOOR
01-07	001	BOAT GARAGE #	9'-0"	7'-0"	EXTERIOR DOOR
01-08	001	BOAT GARAGE #	9'-0"	7'-0"	EXTERIOR DOOR
01-09	001	BOAT GARAGE #	9'-0"	7'-0"	EXTERIOR DOOR
01-10	001	BOAT GARAGE #	9'-0"	7'-0"	EXTERIOR DOOR

IDAHO DEPARTMENT OF LANDS  
 DEC 04 2025  
 PEND OREILLE LAKE AREA

STUDIO  
 ASCENT

100% COMPLETE

ARCHITECT  
 STUDIO ASCENT  
 200 W. VAN DER BEEK ST. #100  
 BOZEMAN, MT 59717  
 406.592.1111  
 cstudio@studioascent.com

OWNER  
 IDAHO DEPARTMENT OF LANDS  
 PEND OREILLE LAKE AREA  
 200 W. VAN DER BEEK ST. #100  
 BOZEMAN, MT 59717  
 406.592.1111  
 idlands@idaho.gov

CD/PROJECTOR  
 400 S. LARSON BLVD #100  
 BOZEMAN, MT 59717  
 406.592.1111  
 bursage@idaho.gov

NO.	MARK	DESCRIPTION	DATE
1	100	BOAT GARAGE #	2025.11.24
2	100	BOAT GARAGE #	2025.11.24

941 W ODEN BAY RD  
 - BOAT GARAGES  
 SCHEDULES

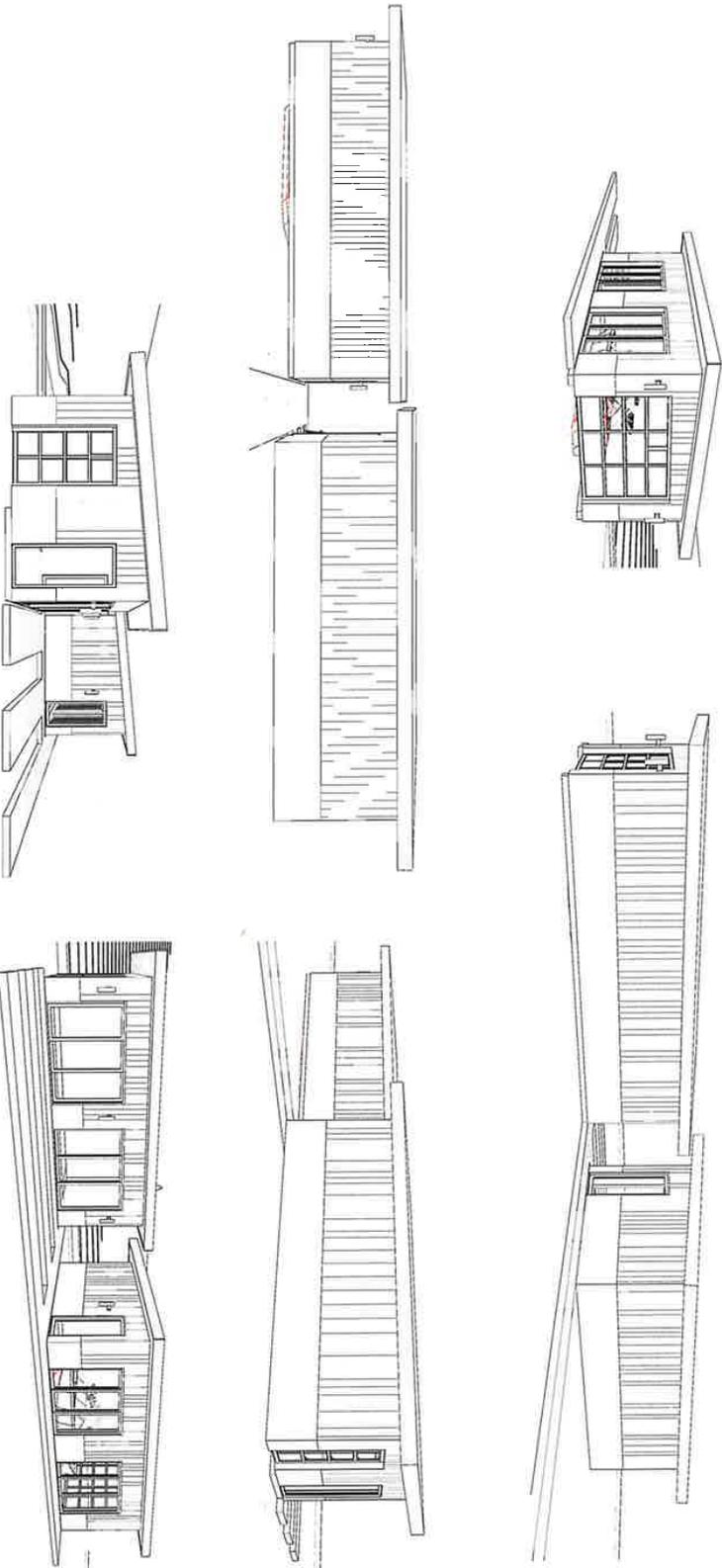
PROJECT #  
 2025.11.24

A-601

IDAHO DEPARTMENT OF LANDS

DEC 04 2025

PEND OREILLE LAKE AREA



**STUDIO ASCENT**

1000 N. 10th St., Suite 100, Boise, ID 83702  
 Phone: (208) 333-1111 | Email: info@studioascent.com  
 Website: www.studioascent.com

**PROJECT**  
 941 W. ODEN BAY RD  
 BOAT GARAGES  
 941 W. ODEN BAY RD  
 BOISE, ID 83702  
 OWNER: BOISE STATE  
 PROJECT MANAGER: BOISE STATE  
 ARCHITECT: STUDIO ASCENT  
 CONTRACTOR: BOISE STATE

NO.	REVISION	DATE
1	ISSUE FOR PERMIT	2025.11.21
2	ISSUE FOR PERMIT	2025.11.21
3	ISSUE FOR PERMIT	2025.11.21
4	ISSUE FOR PERMIT	2025.11.21
5	ISSUE FOR PERMIT	2025.11.21
6	ISSUE FOR PERMIT	2025.11.21
7	ISSUE FOR PERMIT	2025.11.21
8	ISSUE FOR PERMIT	2025.11.21
9	ISSUE FOR PERMIT	2025.11.21
10	ISSUE FOR PERMIT	2025.11.21

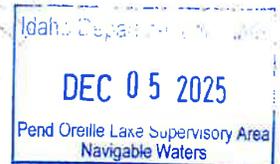
941 W. ODEN BAY RD  
 BOAT GARAGES  
 PERSPECTIVES

PROJECT # 24-011  
 DATE 2025.11.21

**A-901**

Instrument # 1034052  
Bonner County, Sandpoint, Idaho  
06/04/2024 12:06:54 PM No. of Pages: 5  
Recorded for: NORTH IDAHO TITLE COMPANY- COEUR D' ALENE- RW  
Michael W. Rosedale Fee: \$15.00  
Ex-Officio Recorder Deputy cbrannon  
Index to: WARRANTY DEED

Escrow No.: N-66083



## WARRANTY DEED

FOR VALUE RECEIVED, **Jerry B. Williams and Todd D. Williams and Tyler L. Williams and Rebecca S. Paradee and Julie A. Williams**, each as their separate estates Hereinafter called Grantor, does hereby grant, bargain, sell and convey unto **Lewis E. Patrick, Trustee of the Lewis E. Patrick Trust dated April 8, 1999**, Grantee, whose address is: PO Box 14136, Scottsdale, AZ 85267 the following described premises, County of Bonner, State of Idaho to-wit:

**A tract of land in Section 8, Township 57 North, Range 1 West, Boise Meridian, Bonner County, Idaho, more specifically described as follows:**

**From the North quarter corner of Section 8; thence South a distance of 1713.29 feet; thence East a distance of 157.56 feet; thence South 72°08'30" West, a distance of 281.66 feet; thence South 16°57'18" West a distance of 279.09 feet to the true point of beginning; thence South 09°11'12" East a distance of 225.60 feet; thence South 84°39'48" East to the shoreline of Lake Pend Oreille; thence Northeasterly along said shoreline to a point which is South 68°36'36" East from the true point of beginning; thence North 68°36'36" West to the true point of beginning.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s); current taxes, levies, assessments, easements, reservations and rights of way of view and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.







Application Number:

DEC 04 2025

PEND OREILLE LAKE AREA



# Single and Two Family Lot 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)
- Single Family Dock
  - Two Family Dock
  - Other – describe: **BOAT GARAGE**
  - Waterline
  - Bank stabilization or Rip Rap
  - Mooring buoy

**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. **SURVEY**
- 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 # L952863 Date of Construction: SPRING 2025

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

- Remain unchanged
- Complete removal
- Modification
- Other:

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

**How Many Feet Does the Proposed Encroachment Extend Beyond the Ordinary (or Artificial) High Water Mark?** 68' & 54' feet

**The Proposed Dock Length Is:** EXISTING DOCK REMAINS

- 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.

**Does the Proposed Dock Exceed the Maximum Square Footage of 700 ft<sup>2</sup> for Single-Family Docks or 1,100 ft<sup>2</sup> for Two-Family Docks?** N/A

- No Total square footage: \_\_\_\_\_ ft<sup>2</sup>
- Yes \_\_\_\_\_ ft<sup>2</sup>

Does the Property Have at Least 25 Feet of Littoral Frontage?

IDAHO DEPARTMENT OF LANDS

No  
 Yes Total front footage: 234' 8 3/4" feet

DEC 04 2025

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

PEND OREILLE LAKE AREA

No  
 Yes If yes, explain why PERMITTED BOAT GARAGES

Will the Proposed Encroachment (besides riprap) 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?

Encroachment Type \_\_\_\_\_ feet  
Encroachment Type \_\_\_\_\_ feet  
Encroachment Type \_\_\_\_\_ feet

Consent of affected neighbor was attained

**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.

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.

[Signature]  
Applicant Signature

Applicant Print Name

12/23/25  
Date

Applicant Title (if applicable)

**Second Applicant (If applicable)**

Applicant Signature

Applicant Print Name

Date

Applicant Title (if applicable)

DEC 04 2025

PEND OREILLE LAKE AREA

### IDAHO GENERAL BILL OF SALE

Date 2-18 2025

#### 1. THE PARTIES

Buyer's Name \_\_\_\_\_ ("Buyer") with a mailing address of \_\_\_\_\_

Seller's Name: Craig Swanson ("Seller") with a mailing address of P.O. Box 307 Pottlatch, ID. 83455

#### 2. PERSONAL PROPERTY

Description: Boat Garage Permit No. LU300091

Serial Number (SN) (if any): PARCEL NO. LP130002

The above-described item shall be known as the "Personal Property"

#### 3. TRADE/PURCHASE PRICE check one (1)

- Seller accepts cash payment in the amount of \$5,000.00 to be paid on
  - The date of this bill of sale.
  - At a future date no later than \_\_\_\_\_, 20\_\_\_\_
  - Other \_\_\_\_\_
- Buyer is receiving the Personal Property as a Gift.
- Seller accepts trade for the Personal Property in exchange for \_\_\_\_\_

#### 4. BUYER AND SELLER DISCLOSURE

The undersigned Seller affirms that the above information about the Personal Property is accurate to the best of their knowledge. The undersigned Buyer accepts receipt of this bill of sale and understands that the above Personal Property is sold on an "as is, where is" condition with no guarantees or warranties, either expressed or implied.

Seller's Signature Craig Swanson Date 2-18-25

Print Name Craig Swanson

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_





IDAHO DEPARTMENT OF LANDS

DEC 04 2025

PEND OREILLE LAKE AREA



## Notice of Assignment – Temporary Land Use Permit

**Assignment Instructions:** This form is to be used by Persons seeking to assign a Temporary Permit issued for maintenance of a boat garage footprint, which was formerly moored at Heyburn State Park. To successfully assign the Temporary Permit, please complete this form accordingly and return it to the applicable IDL area office:

1. The seller (**Assignor**) and buyer (**Assignee**) must sign this joint Notice of Assignment form.
2. The Temporary Permit issued to the **Assignor** must accompany this Notice of Assignment form and be attached hereto **Attachment A**.
3. A bill of sale, or other document showing chain of title, must accompany this Notice of Assignment form and be attached hereto **Attachment B**. Assignments can only be transferred to the owner of record and must be executed as such.
4. If the permit holder of record is not available to sign this Assignment form, a chain of title showing all owners – beginning with the original permit holder – must be provided and attached hereto as **Attachment C**.

Temporary Permit Number: LI300091

Body of water: CHATCOLET County: BENEWAH

Parcel / AIN Number: LP130002

### ASSIGNOR(S) – CURRENT PERMIT HOLDER

(assignor name – printed) CRAIG W. SWANSON  
currently own the parcel described in the Temporary Permit, attached hereto as Attachment A, and hereby assign the corresponding Temporary Permit to the **Assignee**, described below

By signing below, I hereby swear and affirm that the information contained herein is true and correct to the best of my knowledge and that the temporarily permitted structure is in compliance with the terms and conditions contained within the Temporary Permit as issued and with all applicable laws and regulations.

Craig W. Swanson  
Assignor Signature

2/18/2025  
Date

### ASSIGNEE(S) – NEW PERMITEE(S)

By signing below, I hereby accept and agree to the following: to comply with the terms and conditions contained within the Temporary Permit, attached hereto as Attachment A.

DEC 04 2025

PEND OREILLE LAKE AREA

as issued, and with all applicable laws and regulations; to notify the Department of Lands of a change in the contact information listed below, and; to file with the Department a subsequent Notice of Assignment should the corresponding Temporary Permit need to be reassigned.

Assignee(s) Name: Lewis E Patrick Trust, Apr 8, 1998  
Mailing Address: 10303 E ROSEMARY LANE, Scottsdale, AZ 85255  
Parcel Number: \_\_\_\_\_  
Email Address: LEW@PATRICKPROPERTY.COM  
Phone number: 602-663-2600

Current Status of Boat Garage structure:

- Demolished
- Relocated – Identify Location: \_\_\_\_\_  
Is this new location temporary or permanent?  Temporary  Permanent
- Other (explain): \_\_\_\_\_

L E Patrick, Trustee 2/18/25  
Assignee Signature Date

\*\*\* FAILURE TO SUCCESSFULLY ASSIGN TEMPORARY PERMITS MAY RESULT IN AUTHORIZATION FOR THE TEMPORARILY PERMITTED STRUCTURE BEING INVALIDATED. \*\*\*

— FOR IDAHO DEPARTMENT OF LANDS STAFF TO COMPLETE —

This fully completed Notice of Assignment form with corresponding documentation was received by the Department of Lands on 4/14/25 (date)  
by Amidy Fuson (IDL employee name -printed).



DEC 04 2025

PEND OREILLE LAKE AREA

# IDAHO GENERAL BILL OF SALE

Date: 2-21, 2025

## 1. THE PARTIES.

Buyer's Name: Leanne Throckmorton ("Buyer") with a mailing address of 20303 E. Kinsman Way IN Scottsdale, AZ 85055

Seller's Name: Kelly Bridge ("Seller") with a mailing address of 145 Beverly Hills Blvd Mt. Rainier, ID 83861

## 2. PERSONAL PROPERTY.

Description: Boat, George Reinhart, L61300046  
Serial Number (SN) (if any): Serial Number L61300046 661105  
The above-described item shall be known as the "Personal Property."

## 3. TRADE/PURCHASE PRICE. check one (1)

- Seller accepts cash payment in the amount of \$ 14,000.00 to be paid on:
  - The date of this bill of sale.
  - At a future date no later than \_\_\_\_\_, 20\_\_\_\_.
  - Other \_\_\_\_\_.
- Buyer is receiving the Personal Property as a Gift.
- Seller accepts trade for the Personal Property in exchange for: \_\_\_\_\_.

## 4. BUYER AND SELLER DISCLOSURE.

The undersigned Seller affirms that the above information about the Personal Property is accurate to the best of their knowledge. The undersigned Buyer accepts receipt of this bill of sale and understands that the above Personal Property is sold on an "as is, where is" condition with no guarantees or warranties, either expressed or implied.

Signed by: Kelly Bridge  
Seller's Signature: \_\_\_\_\_ Date: 2/21/2025

Print Name: Kelly Bridge

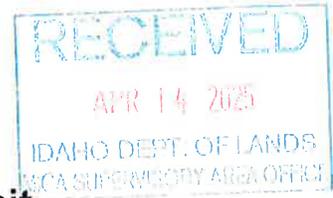
Buyer's Signature: Leanne Throckmorton Date: 2/21/2025

Print Name: Leanne Throckmorton



DEC 04 2025

PEND OREILLE LAKE AREA



# Notice of Assignment – Temporary Land Use Permit

**Assignment Instructions:** This form is to be used by Persons seeking to assign a Temporary Permit issued for maintenance of a boat garage footprint, which was formerly moored at Heyburn State Park. To successfully assign the Temporary Permit, please complete this form accordingly and return it to the applicable IDL area office:

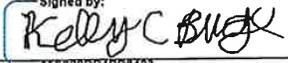
1. The seller (**Assignor**) and buyer (**Assignee**) must sign this joint Notice of Assignment form.
2. The Temporary Permit issued to the **Assignor** must accompany this Notice of Assignment form and be attached hereto **Attachment A**.
3. A bill of sale, or other document showing chain of title, must accompany this Notice of Assignment form and be attached hereto **Attachment B**. Assignments can only be transferred to the owner of record and must be executed as such.
4. If the permit holder of record is not available to sign this Assignment form, a chain of title showing all owners – beginning with the original permit holder – must be provided and attached hereto as **Attachment C**.

Temporary Permit Number: LU 300046  
 Body of water: CHATCOLET County: BENEWAH  
 Parcel / AIN Number: LP L12007 EB405

### ASSIGNOR(S) – CURRENT PERMIT HOLDER

(assignor name – printed) Kelly Budge  
 currently own the parcel described in the Temporary Permit, attached hereto as Attachment A, and hereby assign the corresponding Temporary Permit be assigned to the **Assignee**, described below.

By signing below, I hereby swear and affirm that the information contained herein is true and correct to the best of my knowledge and that the temporarily permitted structure is in compliance with the terms and conditions contained within the Temporary Permit as issued and with all applicable laws and regulations.

Signed by:  
  
 Assignor Signature

2-21-25 2/21/2025  
 Date

### ASSIGNEE(S) – NEW PERMITEE(S)

By signing below, I hereby accept and agree to the following: to comply with the terms and conditions contained within the Temporary Permit, attached hereto as Attachment A,

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PEND OREILLE LAKE AREA

as issued, and with all applicable laws and regulations; to notify the Department of Lands of a change in the contact information listed below, and; to file with the Department a subsequent Notice of Assignment should the corresponding Temporary Permit need to be reassigned.

Assignee(s) Name: Lewis E Patrick Trust, April 8, 1998  
Mailing Address: 10303 E ROSEMARY LN, Scottsdale AZ 85255  
Parcel Number: LPL12007  
Email Address: Lew@patrickproperty.com  
Phone number: 602 663 2600

Current Status of Boat Garage structure:

Demolished

Relocated – Identify Location: \_\_\_\_\_

Is this new location temporary or permanent?  Temporary  Permanent

Other (explain): \_\_\_\_\_

\_\_\_\_\_  
Assignee Signature

\_\_\_\_\_  
Date

\*\*\* FAILURE TO SUCCESSFULLY ASSIGN TEMPORARY PERMITS MAY RESULT IN AUTHORIZATION FOR THE TEMPORARILY PERMITTED STRUCTURE BEING INVALIDATED. \*\*\*

— FOR IDAHO DEPARTMENT OF LANDS STAFF TO COMPLETE —

This fully completed Notice of Assignment form with corresponding documentation was received by the Department of Lands on 4/14/25 (date)  
by Amidy Fuson (IDL employee name -printed).





STATE OF IDAHO  
DEPARTMENT OF LANDS  
NAVIGABLE WATERWAYS



TEMPORARY LAND USE PERMIT NO. LU300046

Permission is hereby granted to Kelly Budge, (Permittee), to retain a boat garage footprint, as described in Attachment A, attached hereto and incorporated herein by reference, for the boat garage that was formerly moored at Heyburn State Park, Rocky Point, Idaho Department of Parks and Recreation Slip Number EBH05 Benewah County, Parcel Number LP120007.

This Permit is subject to the following terms and conditions:

1. This Temporary Land Use Permit (Permit) is effective upon signature by the Idaho Department of Land's (Department) Navigable Waterways Program Manager. This Permit allows the Permittee to apply to rebuild, remove, or otherwise relocate their boat garage and provides a three (3) year period to submit an official, and fully completed, encroachment application with the Department.
2. The Permittee shall indemnify and hold harmless the State of Idaho and its representatives against, and from, any and all demands, claims, or liabilities of any nature whatsoever, arising directly or indirectly from, or in any way connected with, the actions authorized under this Permit.
3. The Department's staff visited the structure on August 29, 2024, to confirm the structure's existence, obtain measurements, and document the structure.
4. Permittee shall have until this Temporary Permit's expiration date to submit a complete application for the structure to be rebuilt and/or relocated. If a fully completed application is not received by the Department before the Permit expires, the structure cannot be rebuilt nor relocated.
5. This Permit will expire on December 31, 2027. Failure to submit a fully completed encroachment application to the Department by the Permit's expiration date permanently invalidates the temporarily permitted structure. Extensions will not be granted for this Temporary Permit.
6. This Permit may be assigned. To effectively assign this Permit, the Permittee must give the respective Area Manager, in writing, the name and address of the person to whom the Permit is to be assigned. No assignment shall be valid without the written approval of the Area Manager, which will not be unreasonably withheld.



7. This Permit is non-exclusive to the Permittee, except that other uses will not be designed to restrict the Permittee in the exercise of this Permit.
8. The Permittee shall exercise every reasonable effort to protect the lakebed and watershed resources, which includes littoral vegetation, when the Permittee is removing, deconstructing, reconstructing, or otherwise engaging in activities that could impact water quality or aquatic and terrestrial species.
9. The Permittee shall maintain the permitted structure in good repair and prevent it from creating hazards in or to the lake.
10. The Permittee will comply with all federal, state, and local laws and with all rules and regulations of the State Board of Land Commissioners pertaining to forest and watershed protection, and with the Stream Channel Protection Act as designated in Chapter 38, Title 42 of the Idaho Code as administered by the Idaho Department of Water Resources.
11. This Permit may be cancelled after written notice to the Permittee of non-compliance with the terms of this Temporary Permit. The Permittee will have thirty (30) days, from the date the written notice is sent, to correct the violation. If the Permittee fails to correct the violation to the Department's satisfaction within the thirty (30) days, the Permit may be cancelled at the Department's discretion. Notice will be sent to the mailing address associated with the Boat Garage Temporary Permit Number. It is the responsibility of the person to whom this Permit is assigned to ensure that the Department has an accurate mailing address.

\*\*\* THIS PERMIT MUST BE SUBMITTED WITH AN APPLICATION FOR ENCROACHMENT PER IDAHO CODE TITLE 58, CHAPTER 13. \*\*\*

- \* ISSUED on September 25, 2024
- \* EXPIRES on the 31st day of December, 2027.

Marde Mensinger  
Program Manager Printed Name

  
Program Manager Signature

**Temporary Land Use Permit No. LU300046– Attachment A**

**Dimensions**

Master Float Width:	20.08 feet
Master Float Length:	25.00 feet
Garage Width:	16.25 feet
Garage Length:	23.17 feet
Garage Height:	10.50 feet
Total Float Square Feet:	502.08 feet
Total Garage Square Feet:	376.46 feet

**[Inspection on following pages]**





STATE OF IDAHO  
DEPARTMENT OF LANDS  
NAVIGABLE WATERWAYS



TEMPORARY LAND USE PERMIT NO. LU300091

Permission is hereby granted to Craig Swanson, (Permittee), to retain a boat garage footprint, as described in Attachment A, attached hereto and incorporated herein by reference, for the boat garage that was formerly moored at Heyburn State Park, Chatcolet, Idaho Department of Parks and Recreation Slip Number ABH05 Benewah County, Parcel Number LP130002.

This Permit is subject to the following terms and conditions:

1. This Temporary Land Use Permit (Permit) is effective upon signature by the Idaho Department of Land's (Department) Navigable Waterways Program Manager. This Permit allows the Permittee to apply to rebuild, remove, or otherwise relocate their boat garage and provides a three (3) year period to submit an official, and fully completed, encroachment application with the Department.
2. The Permittee shall indemnify and hold harmless the State of Idaho and its representatives against, and from, any and all demands, claims, or liabilities of any nature whatsoever, arising directly or indirectly from, or in any way connected with, the actions authorized under this Permit.
3. The Department's staff visited the structure on August 29, 2024, to confirm the structure's existence, obtain measurements, and document the structure.
4. Permittee shall have until this Temporary Permit's expiration date to submit a complete application for the structure to be rebuilt and/or relocated. If a fully completed application is not received by the Department before the Permit expires, the structure cannot be rebuilt nor relocated.
5. This Permit will expire on December 31, 2027. Failure to submit a fully completed encroachment application to the Department by the Permit's expiration date permanently invalidates the temporarily permitted structure. Extensions will not be granted for this Temporary Permit.
6. This Permit may be assigned. To effectively assign this Permit, the Permittee must give the respective Area Manager, in writing, the name and address of the person to whom the Permit is to be assigned. No assignment shall be valid without the written approval of the Area Manager, which will not be unreasonably withheld.



7. This Permit is non-exclusive to the Permittee, except that other uses will not be designed to restrict the Permittee in the exercise of this Permit.
8. The Permittee shall exercise every reasonable effort to protect the lakebed and watershed resources, which includes littoral vegetation, when the Permittee is removing, deconstructing, reconstructing, or otherwise engaging in activities that could impact water quality or aquatic and terrestrial species.
9. The Permittee shall maintain the permitted structure in good repair and prevent it from creating hazards in or to the lake.
10. The Permittee will comply with all federal, state, and local laws and with all rules and regulations of the State Board of Land Commissioners pertaining to forest and watershed protection, and with the Stream Channel Protection Act as designated in Chapter 38, Title 42 of the Idaho Code as administered by the Idaho Department of Water Resources.
11. This Permit may be cancelled after written notice to the Permittee of non-compliance with the terms of this Temporary Permit. The Permittee will have thirty (30) days, from the date the written notice is sent, to correct the violation. If the Permittee fails to correct the violation to the Department's satisfaction within the thirty (30) days, the Permit may be cancelled at the Department's discretion. Notice will be sent to the mailing address associated with the Boat Garage Temporary Permit Number. It is the responsibility of the person to whom this Permit is assigned to ensure that the Department has an accurate mailing address.

\*\*\* THIS PERMIT MUST BE SUBMITTED WITH AN APPLICATION FOR ENCROACHMENT PER IDAHO CODE TITLE 58, CHAPTER 13. \*\*\*

- \* ISSUED on October 3, 2024
- \* EXPIRES on the 31st day of December, 2027.

Marde Mensinger  
Program Manager Printed Name

  
Program Manager Signature

**Temporary Land Use Permit No. LU300091– Attachment A**

**Dimensions**

Master Float Width:	15.50 feet
Master Float Length:	30.33 feet
Garage Width:	12.25 feet
Garage Length:	26.25 feet
Garage Height:	10.50 feet
Total Float Square Feet:	470.17 feet
Total Garage Square Feet:	321.56 feet

**[Inspection on following pages]**



ID. Dept. of Lands  
2550 Highway 2 West  
Sandpoint, ID. 83864

ENCROACHMENT NO. L96S2863A  
APPLICANT Patrick

IDAHO DEPARTMENT OF LANDS

STATE OF IDAHO

DEPARTMENT OF LANDS  
ATTACHMENT FOR ENCROACHMENT

JAN 15 2026

BOAT GARAGE REQUIREMENTS

PEND OREILLE LAKE AREA

General requirements are as follows (IDAPA 20.03.04.015.05):

1. Boat garages are considered nonnavigational encroachments.
2. Applications for permits to construct new boat garages, expand the total square footage of the existing footprint, or raise the height will not be accepted unless the application is to support local emergency services.
3. Existing permitted boat garages may be maintained or replaced with the current square footage of their existing footprint and height.
4. Relocation of an existing boat garage will require a permit.
5. Presumed Adverse Effect. It will be presumed, subject to rebuttal, that single-family and two-family navigational encroachments will have an adverse effect upon adjacent littoral rights if located closer than ten (10) feet from adjacent littoral right lines, and that commercial navigational encroachments, community docks or nonnavigational encroachments will have a like adverse effect upon adjacent littoral rights if located closer than twenty-five (25) feet to adjacent littoral right lines. Written consent of the adjacent littoral owner or owners will automatically rebut the presumption. All boat lifts and other structures attached to the encroachments are subject to the above presumptions of adverse effects.

**Please check one and initial:**

I have reviewed the application, including the scope and location of the proposed encroachment as depicted. **I consent** to the application and do not wish to participate in a public hearing. \_\_\_\_\_ (initial)

I have reviewed the application, including the scope and location of the proposed encroachment as depicted. **I object to the application and request a Public Hearing** in which I will be named as an objecting party. I have attached a summary of my objection to this form on a separate page **and a \$75 publication fee**. I UNDERSTAND THAT I AM REQUIRED TO SUBMIT MY CONTACT INFORMATION (NAME, PHONE NUMBER, EMAIL ADDRESS) IN ORDER TO SET A HEARING DATE. \_\_\_\_\_ (initial)

**\*IF YOU HAVE ANY QUESTIONS PLEASE CONTACT TYLER WARNER, RESOURCE SPECIALIST., AT TWARNER@IDL.IDAHO.GOV OR 208-263-5104 AS SOON AS POSSIBLE.**

1/15/2024  
Date

MARGARET R. WILLIAMS, Manager, W.H. Williams Family LLC  
Name

29 Eagle Cove Sandpoint ID. 83864  
Address City State Zip

208-944-7105 mrwlaw1315@gmail.com  
Phone Number Email Address

**Idaho Department of Lands**  
Pend Oreille Lake Supervisory Area  
2550 Highway 2 West  
Sandpoint, ID 83864-7305  
Phone (208) 263-5104  
Fax (208) 263-0724



Dustin T. Miller, Director  
*Working Lands, Trusted Stewards*

**State Board of Land Commissioners**  
Brad Little, Governor  
Phil McGrane, Secretary of State  
Raúl R. Labrador, Attorney General  
Brandon D Woolf, State Controller  
Debbie Critchfield, Sup't Public Instruction

IDAHO DEPARTMENT OF LANDS

JAN 15 2026

PEND OREILLE LAKE AREA

December 11, 2025

Kevin Chadwick  
2365 E Tennessee Ave.  
Denver, CO 80209

Ruth Williams  
29 Eagle Cove  
Sandpoint, ID 83864

Re: Notification of Application for Encroachment L96S2863A

To Whom it May Concern:

This letter is to inform you as a courtesy that your adjacent neighbor **Patrick Lewis E Trust** has applied for a permit with Idaho Department of Lands (IDL) to rebuild two boat garages on Lake Pend Oreille. The enclosed application shows the location, dimensions, and distances to your mutual littoral right line. Because you are immediately adjacent to the proposed project, you are asked to provide your consent or objection by filling out and returning the enclosed forms to IDL within the timelines stated in this letter. **Please review the application and all materials carefully.**

After reviewing the application, if you **do not** have an objection to the proposed project, please check the box(es) indicating your consent, initial, and return.

If you **object** to the proposed boat garage application and would like to **request a public hearing**, in which you will be named as the objecting party, please complete and return the attached form(s) to IDL. State law IDAPA 20.03.04.030.04 requires you submit your written objection(s) (specifically asking for a public hearing) and a **\$75 fee** to cover the cost of publishing notice of hearing **within thirty (30) days of the first date of publication** (the first date it appears in the local newspaper advertising the application). Please ensure the Department receives this information by **January 15, 2026**. Objections should be based on the standards for commercial, community, or nonnavigational encroachments, which can be found here: <https://adminrules.idaho.gov/rules/current/20/200304.pdf>. Failure to provide contact information may result in dismissal of the objection due to strict timelines for hearings.

**No response will be considered consent.** If you have any questions, please reach out to me directly.

Best,

Tyler Warner  
Lands Resource Specialist - Navigable Waters  
[TWarner@idl.idaho.gov](mailto:TWarner@idl.idaho.gov)

Enclosures



JAN 15 2026



PEND OREILLE LAKE AREA

0006541640



**STATE OF IDAHO**  
*Office of the secretary of state, Phil McGrane*  
**ANNUAL REPORT AMENDMENT**

Idaho Secretary of State  
PO Box 83720  
Boise, ID 83720-0080  
(208) 334-2301  
Filing Fee: \$0.00

*For Office Use Only*  
**-FILED-**  
File #: 0006541640  
Date Filed: 11/28/2025 3:13:19 PM

Entity Name and Mailing Address:

Entity Name: W. H. WILLIAMS FAMILY L.L.C.  
 The file number of this entity on the records of the Idaho Secretary of State is: 0000030469  
 Address: 29 EAGLE CV  
 SANDPOINT, ID 83864-9600

Entity Details:

Entity Status: Active-Existing  
 This entity is organized under the laws of: IDAHO  
 If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W5384

The registered agent on record is:

Registered Agent: MARGARET WILLIAMS  
 Registered Agent  
 Physical Address  
 1132 W ODEN BAY RD  
 SANDPOINT, ID 83864  
 Mailing Address

Limited Liability Company Managers and Members

Name	Title	Business Address
Margaret Williams	Manager	1132 W ODEN BAY RD SANDPOINT, ID 83864
Jeffrey Williams	Manager	122 N. 100TH ST. SEATTLE, WA 98133
<input checked="" type="checkbox"/> David Williams	Manager	4249 DOGWOOD HILL RD. SW PORT ORCHARD, WA 98366
<input checked="" type="checkbox"/> Mary Williams	Manager	4880 WEATHERFORD RD FLAGSTAFF, AZ 86004

The annual report must be signed by an authorized signer of the entity.  
 Job Title: Manager

Margaret R. Williams 11/28/2025  
 Sign Here Date

B1068-0887 11/28/2025 3:13 PM Received by Office of the Idaho Secretary of State

JAN 15 2026

Filed for Record at Request of:  
Joseph A. Esposito  
Attorney at Law  
421 W. Riverside Ave., #960  
Spokane WA 99201-0407

PEND OREILLE LAKE AREA

FILED BY  
*Williams*  
JAN 12 A 10:37  
SCOTT  
COUNTY RECORDER

517258

QUIT CLAIM DEED

DEPUTY

FOR AND IN CONSIDERATION OF LOVE AND AFFECTION, WILLIAM H. WILLIAMS and RUTH B. WILLIAMS, husband and wife, whose address is 221 W. 37th Ave., Spokane WA 99203, do hereby convey, release, remise and forever quit claim unto the W H. WILLIAMS FAMILY L.L.C., the address of which is 3595 W. Oden Bay Rd., Sandpoint ID 83864, the following described premises, to-wit:

See Exhibit "A" Attached Hereto

the real property address commonly known as 3595 W. Oden Bay Rd., Sandpoint ID 83864, together with their appurtenances.

DATED this 30<sup>th</sup> day of December, 1997.

*William H. Williams*

WILLIAM H. WILLIAMS

*Ruth B. Williams*

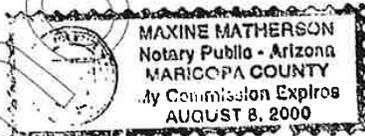
RUTH B. WILLIAMS

STATE OF ARIZONA

County of Maricopa ) ss.

On this day personally appeared before me WILLIAM H. WILLIAMS and RUTH B. WILLIAMS, husband and wife, know to be the individuals who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 30<sup>th</sup> day of December, 1997.



*Maxine Matherson*  
Notary Public in and for the State of Arizona,  
residing at: *Chandler, AZ*  
My commission expires: *Aug 8, 2000*

JAN 15 2026

PEND OREILLE LAKE AREA

W.H. Williams, LLC  
29 Eagle Cove  
Sandpoint, Idaho  
83864

Kevin Chadwick  
2365 E Tennessee Ave.  
Denver, CO 80209

Dated: January 15, 2026

RE: Objection to Application for Boat Garages and Dock Modification  
Lake Pend Oreille – Lew Patrick Trust, Permit #: L96S2863A

To Whom It May Concern:

We submit this letter as a formal objection to the application seeking approval to install two boat garages on the applicant's existing dock on Lake Pend Oreille.

### **1. Existing Dock Size Violation and Noncompliance**

The applicant's dock was originally permitted at 700 square feet. During the 2025 summer season, the dock was expanded to approximately 900 square feet through the addition of roughly 200 square feet of decking. This was a clear violation of the existing permit. This expanded decking area configuration remained in place throughout the summer.

Although the applicant removed the additional decking a few weeks prior to filing the current application, the metal framing supporting the expanded dock footprint remains in place, and the removed decking is currently stacked on the dock. The timing of the removal of the decking and application for the boat garages strongly suggests an effort to temporarily mask a noncompliant dock configuration immediately prior to seeking further authorization.

IDL should consider the applicant's documented history of noncompliance when evaluating the present request. IDL should also consider that the materials submitted in support of the application do not accurately depict the existing dock configuration. The dock diagram provided by the applicant reflects the permitted 700-square-foot dock footprint, but does not account for the remaining metal framing supporting the expanded configuration, the blocked kayak slips, or the recently removed additional decking stored on the dock that is ready for reinstallation to expand the dock back to the 900 square feet as soon as boat garage permits are secured.

IDL regulations require that permit applications be accurate and complete so that the Department may evaluate existing conditions and the full scope of impacts to public trust resources. Because the application is based on drawings and representations that materially understate the existing and readily restorable noncompliant dock footprint, it is misleading and does not provide IDL with an adequate basis for review. As a result, the application should be deemed incomplete and void, or, at a minimum, denied.

## **2. Prohibition on New Boat Garages on Lake Pend Oreille**

IDL rules governing Lake Pend Oreille expressly prohibit new boat garages except in narrow circumstances not applicable here. IDAPA 20.03.04.015.05(b) provides that applications for permits to construct new boat garages will not be accepted, except to support local emergency services.

The applicant's property has no existing permitted boat garage. The proposal – whether framed as relocation or reuse – would result in the creation of not one, but two new boat garages on this site.

## **3. Improper Attempt to Relocate and Aggregate Boat Garages**

It is our understanding that the applicant has acquired multiple boat garages from other properties on Lake Pend Oreille. For purposes of this objection, and without conceding the point, we assume that the two boat garages the applicant proposes to place on this site were lawfully permitted and constructed on separate properties under separate dock permits. Even under that assumption, the applicant's proposal is not permissible.

The applicant asserts that because the two proposed boat garages were lawfully permitted on other properties, they are therefore eligible for relocation to this site. This framing misunderstands the scope, intent, and limitations of the original permits.

Each of the two boat garages was permitted as an accessory structure to a separate dock on a specific parcel. Neither permit authorized, contemplated, or evaluated the placement of two boat garages on a single residential dock or site. The permits were site-specific and use-specific, tied to the scale, visual impact, and overwater encroachment of an individual dock – not transferable components that may be combined to create a more intensive use elsewhere. Under IDAPA 20.03.04, relocation of an overwater structure does not permit an increase in the number of structures, intensity of use, or cumulative overwater impacts at a single site, and previously permitted structures may not be recombined to create a configuration that was never reviewed or approved.

Relocating both garages to a single property would fundamentally alter the intensity and character of shoreline development that was originally reviewed and approved. In effect, the applicant is attempting to convert two distinct, limited approvals into a single, more impactful shoreline installation, something that was never evaluated under the original permits and would not be permissible if proposed as new construction.

That the applicant proposes to place the garages on opposite sides of the dock does not cure this defect. IDL evaluates shoreline impacts by site and cumulative overwater encroachment, not by whether structures are physically connected. The result is still two enclosed boat garages occupying public trust waters at a location where no boat garage has ever been permitted.

JAN 15 2026

PEND OREILLE LAKE AREA

#### **4. Excessive Visual, Structural, Shoreline and Overwater Impacts Inconsistent with Lake Pend Oreille Standards**

The applicant's property has never historically supported a boat garage, let alone two. The proposed construction would therefore represent a fundamental change in the character and intensity of shoreline development at this site, rather than the continuation of an existing, lawfully established use.

Two covered boat garages on a single residential dock would create a visually dominant, large-scale installation that is out of proportion to surrounding development and plainly inconsistent with the scenic values of Lake Pend Oreille. Unlike open slips or uncovered docks, enclosed boat garages introduce substantial vertical mass, solid wall planes, and rooflines that block shoreline views, interrupt sightlines across the water, and create the appearance of a private boathouse complex extending into public waters.

The resulting impacts include, but are not limited to:

- A dramatic increase in visual bulk and structural mass over state-owned submerged lands.
- Permanent obstruction of natural shoreline views from the water and neighboring properties.
- Increased overwater shading and physical encroachment; and
- A marked escalation in the privatization and enclosure of public trust waters.

These impacts are not merely incremental. The proposal would introduce enclosed overwater structures where none have ever existed, resulting in an intensification of private use that is excessive, unnecessary, and incompatible with the lake's scenic and recreational character.

Lake Pend Oreille is subject to heightened regulatory scrutiny precisely because of its exceptional natural beauty and public value. Allowing two covered boat garages on a single residential dock would set a precedent that normalizes bulky, enclosed shoreline structures and undermines the very standards IDL is charged with enforcing.

#### **5. Public Trust Doctrine Considerations**

Lake Pend Oreille is held by the State of Idaho in trust for the benefit of the public. Under public trust doctrine, IDL has an affirmative duty to protect public interests in navigation, recreation, and scenic enjoyment. Allowing construction of two new boat garages on a single residential dock – particularly following documented noncompliance – would improperly expand private use of state-owned submerged lands at the expense of these public trust values.

#### **6. Conclusion**

For the reasons set forth above, the application should be denied in its entirety. The proposal

JAN 15 2026

PEND OREILLE LAKE AREA

relies on a dock with a documented history of noncompliance, seeks approval for boat garages expressly prohibited by rule, improperly attempts to aggregate previously permitted structures to intensify private use of public trust waters, and would result in excessive visual and overwater impacts inconsistent with Lake Pend Oreille's heightened regulatory standards.

Attached hereto and incorporated by reference are the following materials, which further document these concerns:

- A satellite image showing the dock built as originally permitted.
- A satellite image showing the expanded dock configuration in place during the 2025 summer season; and
- Photographs showing the remaining metal framing and stacked decking currently present on the dock.

Thank you for your consideration.

Dated: 01/15/2026



---

Margaret R. Williams, Manager  
W.H. Williams Family LLC  
29 Eagle Cove  
Sandpoint, Idaho 83864



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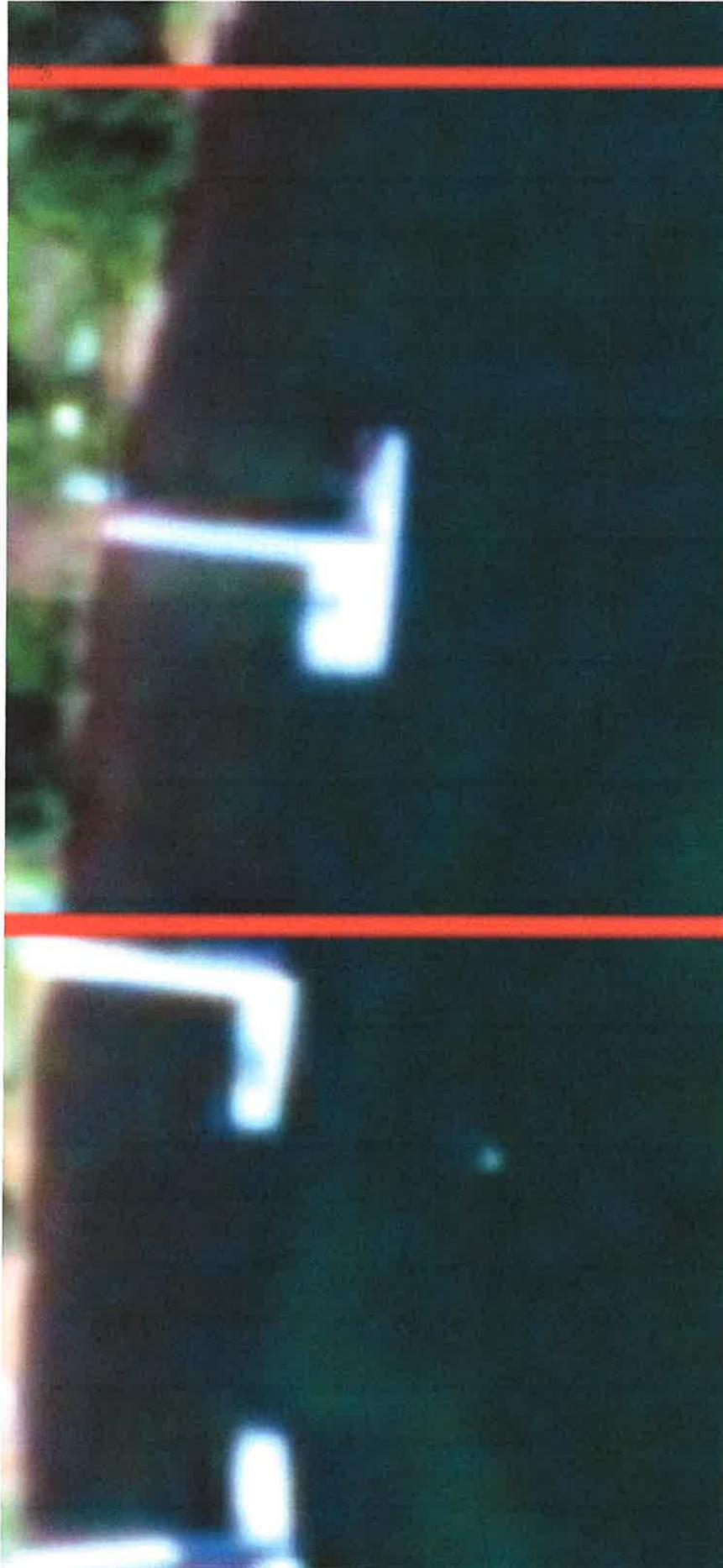
Kevin Chadwick  
2365 E Tennessee Ave.  
Denver, Colorado 80209

JAN 15 2026



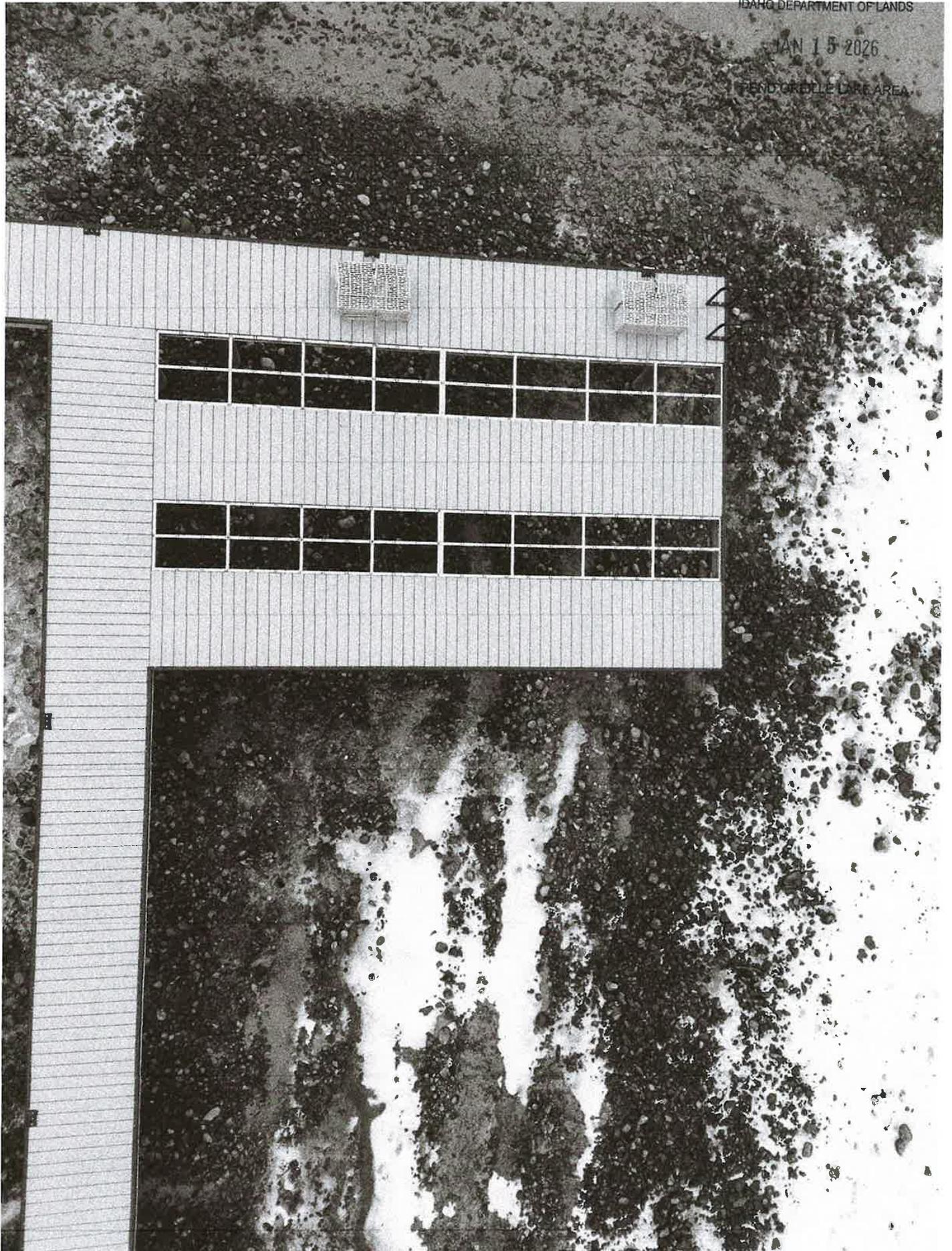
JAN 15 2026

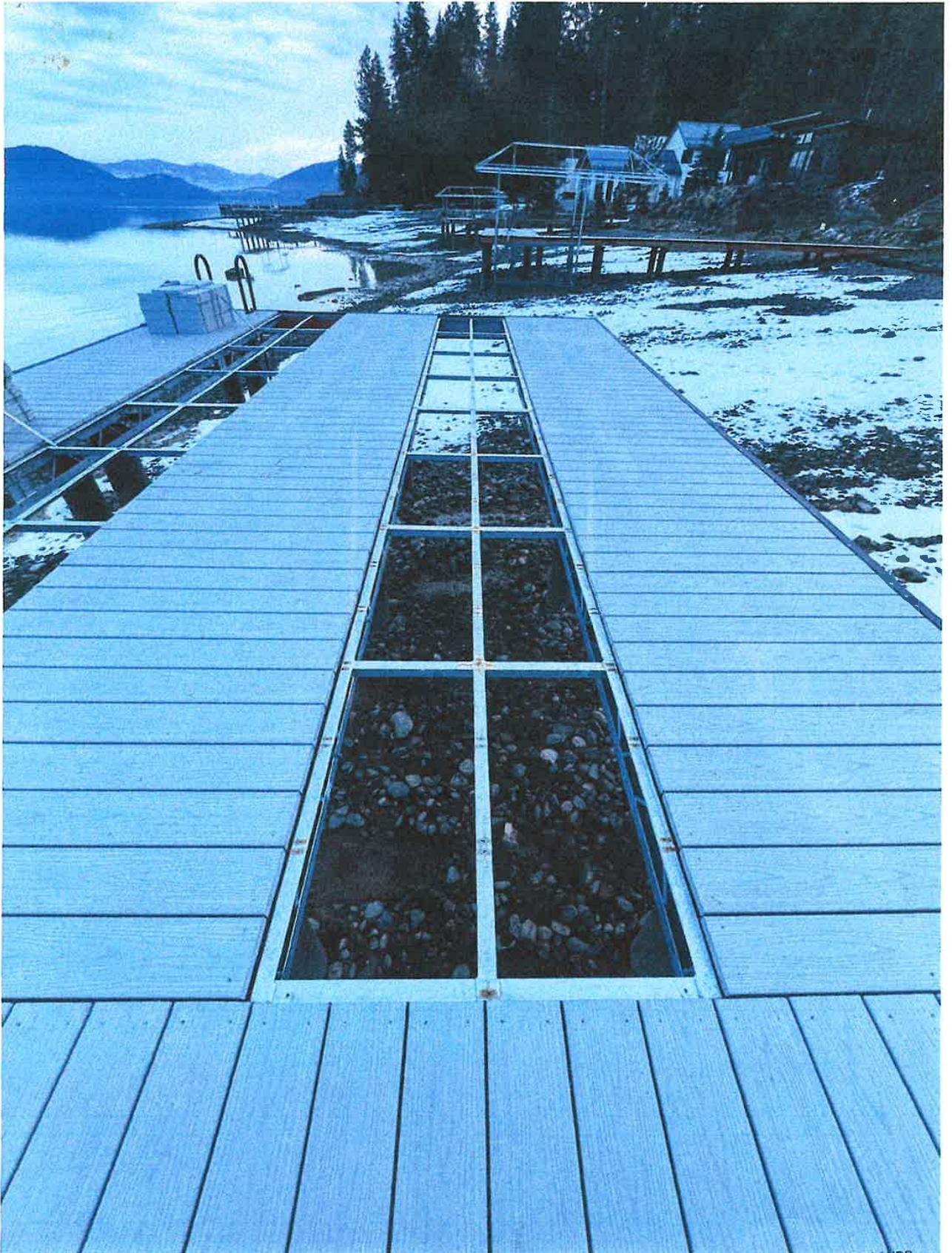
END OREILLE LAKE AREA



JAN 15 2026

PENDORELLI LAKE AREA





IDAHO DEPARTMENT OF LANDS

JAN 15 2026

PEND OREILLE LAKE AREA

ID. Dept. of Lands  
2550 Highway 2 West  
Sandpoint, ID. 83864

ENCROACHMENT NO. L96S2863A  
APPLICANT Patrick

IDAHO DEPARTMENT OF LANDS

**STATE OF IDAHO**

**DEPARTMENT OF LANDS  
ATTACHMENT FOR ENCROACHMENT**

JAN 15 2026

**BOAT GARAGE REQUIREMENTS**

PEND OREILLE LAKE AREA

General requirements are as follows (IDAPA 20.03.04.015.05):

1. Boat garages are considered nonnavigational encroachments.
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I have reviewed the application, including the scope and location of the proposed encroachment as depicted. **I consent** to the application and do not wish to participate in a public hearing. \_\_\_\_\_ (initial)

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**\*IF YOU HAVE ANY QUESTIONS PLEASE CONTACT TYLER WARNER, RESOURCE SPECIALIST., AT TWARNER@IDL.IDAHO.GOV OR 208-263-5104 AS SOON AS POSSIBLE.**

    1/14/26      
Date

    Kevin Chadwick      
Name

    2365 E. Tennessee Ave., Denver CO 80209      
Address City State Zip

    (303)619-6877    Kevin.spears.chadwick@gmail.com      
Phone Number Email Address

**Idaho Department of Lands**  
Pend Oreille Lake Supervisory Area  
2550 Highway 2 West  
Sandpoint, ID 83864-7305  
Phone (208) 263-5104  
Fax (208) 263-0724



Dustin T. Miller, Director  
*Working Lands, Trusted Stewards*

**State Board of Land Commissioners**  
Brad Little, Governor  
Phil McGrane, Secretary of State  
Raúl R. Labrador, Attorney General  
Brandon D Woolf, State Controller  
Debbie Critchfield, Sup't Public Instruction

IDAHO DEPARTMENT OF LANDS

JAN 15 2026

PEND OREILLE LAKE AREA

December 11, 2025

Kevin Chadwick  
2365 E Tennessee Ave.  
Denver, CO 80209

Ruth Williams  
29 Eagle Cove  
Sandpoint, ID 83864

Re: Notification of Application for Encroachment L96S2863A

To Whom it May Concern:

This letter is to inform you as a courtesy that your adjacent neighbor **Patrick Lewis E Trust** has applied for a permit with Idaho Department of Lands (IDL) to rebuild two boat garages on Lake Pend Oreille. The enclosed application shows the location, dimensions, and distances to your mutual littoral right line. Because you are immediately adjacent to the proposed project, you are asked to provide your consent or objection by filling out and returning the enclosed forms to IDL within the timelines stated in this letter. **Please review the application and all materials carefully.**

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**No response will be considered consent.** If you have any questions, please reach out to me directly.

Best,

Tyler Warner  
Lands Resource Specialist - Navigable Waters  
[TWarner@idl.idaho.gov](mailto:TWarner@idl.idaho.gov)

Enclosures



JAN 15 2026



0006541640

PEND OREILLE LAKE AREA



**STATE OF IDAHO**  
*Office of the secretary of state, Phil McGrane*  
**ANNUAL REPORT AMENDMENT**

Idaho Secretary of State  
 PO Box 83720  
 Boise, ID 83720-0080  
 (208) 334-2301  
 Filing Fee: \$0.00

*For Office Use Only*  
**-FILED-**  
 File #: 0006541640  
 Date Filed: 11/28/2025 3:13:19 PM

Entity Name and Mailing Address:		
Entity Name:	W. H. WILLIAMS FAMILY L.L.C.	
The file number of this entity on the records of the Idaho Secretary of State is:	0000030469	
Address	29 EAGLE CV SANDPOINT, ID 83864-9600	
Entity Details:		
Entity Status	Active-Existing	
This entity is organized under the laws of:	IDAHO	
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	W5384	
The registered agent on record is:		
Registered Agent	MARGARET WILLIAMS Registered Agent	
	Physical Address	
	1132 W ODEN BAY RD SANDPOINT, ID 83864	
	Mailing Address	
Limited Liability Company Managers and Members		
	Name	Title
	Business Address	
	Margaret Williams	Manager
	1132 W ODEN BAY RD SANDPOINT, ID 83864	
	Jeffrey Williams	Manager
	122 N. 100TH ST. SEATTLE, WA 98133	
<input checked="" type="checkbox"/>	David Williams	Manager
	4219 DOGWOOD HILL RD. SW PORT ORCHARD, WA 98366	
<input checked="" type="checkbox"/>	Mary Williams	Manager
	4880 WEATHERFORD RD FLAGSTAFF, AZ 86004	
The annual report must be signed by an authorized signer of the entity.		
Job Title: Manager		
<i>Margaret R. Williams</i>	11/28/2025	
Sign Here	Date	

B1068-0887 11/28/2025 3:13 PM Received by Office of the Idaho Secretary of State

JAN 15 2026

Filed for Record at Request of:  
Joseph A. Esposito  
Attorney at Law  
421 W. Riverside Ave., #960  
Spokane WA 99201-0407

PEND OREILLE LAKE AREA

FILED BY  
*Williams*  
JAN 12 A 10:37  
*Ed*  
SCOTT  
COUNTY RECORDER

517258

QUIT CLAIM DEED

DEPUTY

FOR AND IN CONSIDERATION OF LOVE AND AFFECTION, WILLIAM H. WILLIAMS and RUTH B. WILLIAMS, husband and wife, whose address is 221 W. 37th Ave., Spokane WA 99203, do hereby convey, release, remise and forever quit claim unto the W H. WILLIAMS FAMILY L.L.C., the address of which is 3595 W. Oden Bay Rd., Sandpoint ID 83864, the following described premises, to-wit:

See Exhibit "A" Attached Hereto

the real property address commonly known as 3595 W. Oden Bay Rd., Sandpoint ID 83864, together with their appurtenances.

DATED this 30<sup>th</sup> day of December, 1997.

*William H. Williams*

WILLIAM H. WILLIAMS

*Ruth B. Williams*

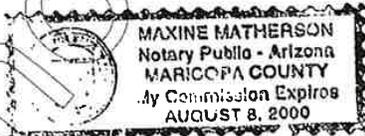
RUTH B. WILLIAMS

STATE OF ARIZONA

County of Maricopa ) ss.

On this day personally appeared before me WILLIAM H. WILLIAMS and RUTH B. WILLIAMS, husband and wife, know to be the individuals who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 30<sup>th</sup> day of December, 1997.



*Maxine Matherson*  
Notary Public in and for the State of Arizona,  
residing at: *Chandler*  
My commission expires: *Aug 8, 2000*

JAN 15 2026

PEND OREILLE LAKE AREA

W.H. Williams, LLC  
29 Eagle Cove  
Sandpoint, Idaho  
83864

Kevin Chadwick  
2365 E Tennessee Ave.  
Denver, CO 80209

Dated: January 15, 2026

RE: Objection to Application for Boat Garages and Dock Modification  
Lake Pend Oreille – Lew Patrick Trust, Permit #: L96S2863A

To Whom It May Concern:

We submit this letter as a formal objection to the application seeking approval to install two boat garages on the applicant's existing dock on Lake Pend Oreille.

### **1. Existing Dock Size Violation and Noncompliance**

The applicant's dock was originally permitted at 700 square feet. During the 2025 summer season, the dock was expanded to approximately 900 square feet through the addition of roughly 200 square feet of decking. This was a clear violation of the existing permit. This expanded decking area configuration remained in place throughout the summer.

Although the applicant removed the additional decking a few weeks prior to filing the current application, the metal framing supporting the expanded dock footprint remains in place, and the removed decking is currently stacked on the dock. The timing of the removal of the decking and application for the boat garages strongly suggests an effort to temporarily mask a noncompliant dock configuration immediately prior to seeking further authorization.

IDL should consider the applicant's documented history of noncompliance when evaluating the present request. IDL should also consider that the materials submitted in support of the application do not accurately depict the existing dock configuration. The dock diagram provided by the applicant reflects the permitted 700-square-foot dock footprint, but does not account for the remaining metal framing supporting the expanded configuration, the blocked kayak slips, or the recently removed additional decking stored on the dock that is ready for reinstallation to expand the dock back to the 900 square feet as soon as boat garage permits are secured.

IDL regulations require that permit applications be accurate and complete so that the Department may evaluate existing conditions and the full scope of impacts to public trust resources. Because the application is based on drawings and representations that materially understate the existing and readily restorable noncompliant dock footprint, it is misleading and does not provide IDL with an adequate basis for review. As a result, the application should be deemed incomplete and void, or, at a minimum, denied.

## **2. Prohibition on New Boat Garages on Lake Pend Oreille**

IDL rules governing Lake Pend Oreille expressly prohibit new boat garages except in narrow circumstances not applicable here. IDAPA 20.03.04.015.05(b) provides that applications for permits to construct new boat garages will not be accepted, except to support local emergency services.

The applicant's property has no existing permitted boat garage. The proposal – whether framed as relocation or reuse – would result in the creation of not one, but two new boat garages on this site.

## **3. Improper Attempt to Relocate and Aggregate Boat Garages**

It is our understanding that the applicant has acquired multiple boat garages from other properties on Lake Pend Oreille. For purposes of this objection, and without conceding the point, we assume that the two boat garages the applicant proposes to place on this site were lawfully permitted and constructed on separate properties under separate dock permits. Even under that assumption, the applicant's proposal is not permissible.

The applicant asserts that because the two proposed boat garages were lawfully permitted on other properties, they are therefore eligible for relocation to this site. This framing misunderstands the scope, intent, and limitations of the original permits.

Each of the two boat garages was permitted as an accessory structure to a separate dock on a specific parcel. Neither permit authorized, contemplated, or evaluated the placement of two boat garages on a single residential dock or site. The permits were site-specific and use-specific, tied to the scale, visual impact, and overwater encroachment of an individual dock – not transferable components that may be combined to create a more intensive use elsewhere. Under IDAPA 20.03.04, relocation of an overwater structure does not permit an increase in the number of structures, intensity of use, or cumulative overwater impacts at a single site, and previously permitted structures may not be recombined to create a configuration that was never reviewed or approved.

Relocating both garages to a single property would fundamentally alter the intensity and character of shoreline development that was originally reviewed and approved. In effect, the applicant is attempting to convert two distinct, limited approvals into a single, more impactful shoreline installation, something that was never evaluated under the original permits and would not be permissible if proposed as new construction.

That the applicant proposes to place the garages on opposite sides of the dock does not cure this defect. IDL evaluates shoreline impacts by site and cumulative overwater encroachment, not by whether structures are physically connected. The result is still two enclosed boat garages occupying public trust waters at a location where no boat garage has ever been permitted.

JAN 15 2026

PEND OREILLE LAKE AREA

#### **4. Excessive Visual, Structural, Shoreline and Overwater Impacts Inconsistent with Lake Pend Oreille Standards**

The applicant's property has never historically supported a boat garage, let alone two. The proposed construction would therefore represent a fundamental change in the character and intensity of shoreline development at this site, rather than the continuation of an existing, lawfully established use.

Two covered boat garages on a single residential dock would create a visually dominant, large-scale installation that is out of proportion to surrounding development and plainly inconsistent with the scenic values of Lake Pend Oreille. Unlike open slips or uncovered docks, enclosed boat garages introduce substantial vertical mass, solid wall planes, and rooflines that block shoreline views, interrupt sightlines across the water, and create the appearance of a private boathouse complex extending into public waters.

The resulting impacts include, but are not limited to:

- A dramatic increase in visual bulk and structural mass over state-owned submerged lands.
- Permanent obstruction of natural shoreline views from the water and neighboring properties.
- Increased overwater shading and physical encroachment; and
- A marked escalation in the privatization and enclosure of public trust waters.

These impacts are not merely incremental. The proposal would introduce enclosed overwater structures where none have ever existed, resulting in an intensification of private use that is excessive, unnecessary, and incompatible with the lake's scenic and recreational character.

Lake Pend Oreille is subject to heightened regulatory scrutiny precisely because of its exceptional natural beauty and public value. Allowing two covered boat garages on a single residential dock would set a precedent that normalizes bulky, enclosed shoreline structures and undermines the very standards IDL is charged with enforcing.

#### **5. Public Trust Doctrine Considerations**

Lake Pend Oreille is held by the State of Idaho in trust for the benefit of the public. Under public trust doctrine, IDL has an affirmative duty to protect public interests in navigation, recreation, and scenic enjoyment. Allowing construction of two new boat garages on a single residential dock – particularly following documented noncompliance – would improperly expand private use of state-owned submerged lands at the expense of these public trust values.

#### **6. Conclusion**

For the reasons set forth above, the application should be denied in its entirety. The proposal

JAN 15 2026

PEND OREILLE LAKE AREA

relies on a dock with a documented history of noncompliance, seeks approval for boat garages expressly prohibited by rule, improperly attempts to aggregate previously permitted structures to intensify private use of public trust waters, and would result in excessive visual and overwater impacts inconsistent with Lake Pend Oreille's heightened regulatory standards.

Attached hereto and incorporated by reference are the following materials, which further document these concerns:

- A satellite image showing the dock built as originally permitted.
- A satellite image showing the expanded dock configuration in place during the 2025 summer season; and
- Photographs showing the remaining metal framing and stacked decking currently present on the dock.

Thank you for your consideration.

Dated: 01/15/2026



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Margaret R. Williams, Manager  
W.H. Williams Family LLC  
29 Eagle Cove  
Sandpoint, Idaho 83864



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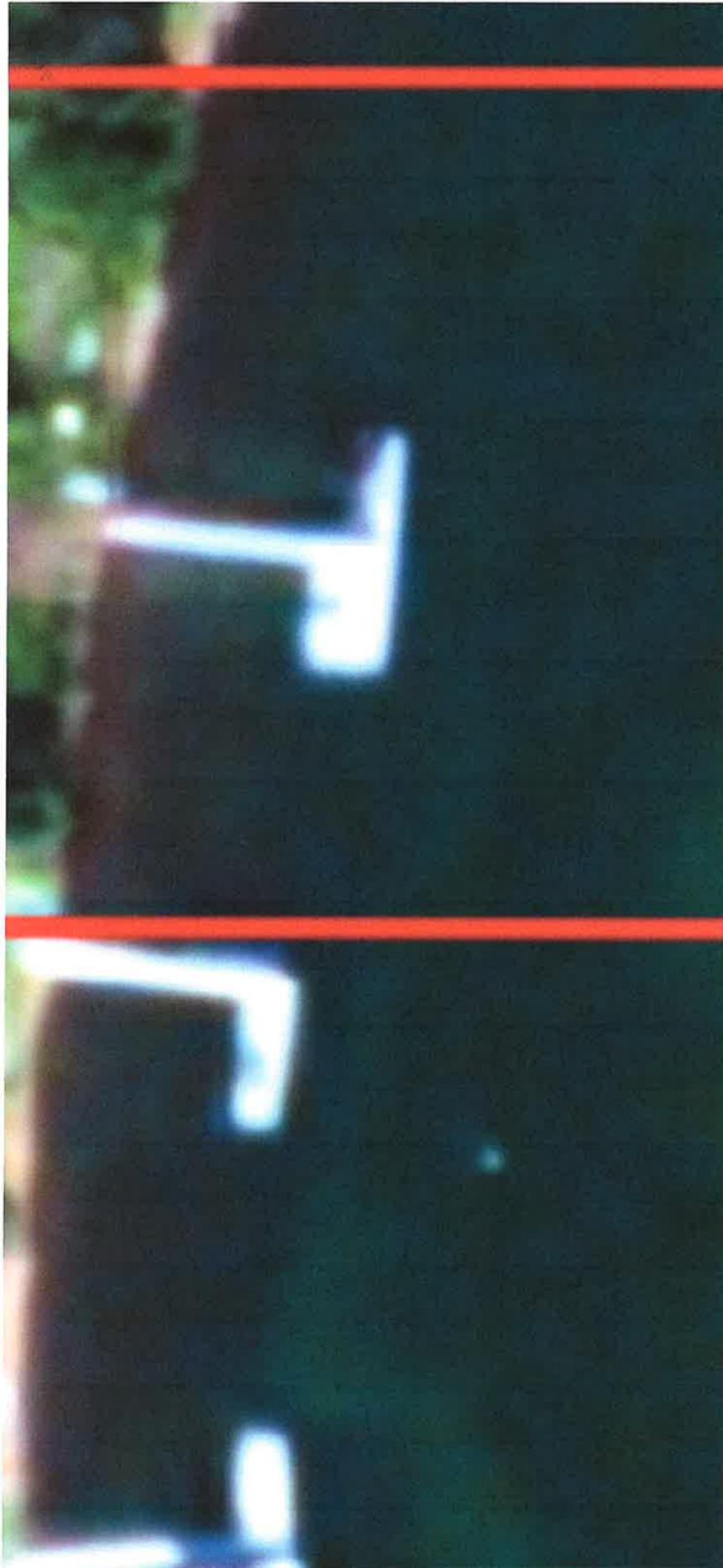
Kevin Chadwick  
2365 E Tennessee Ave.  
Denver, Colorado 80209

JAN 15 2026



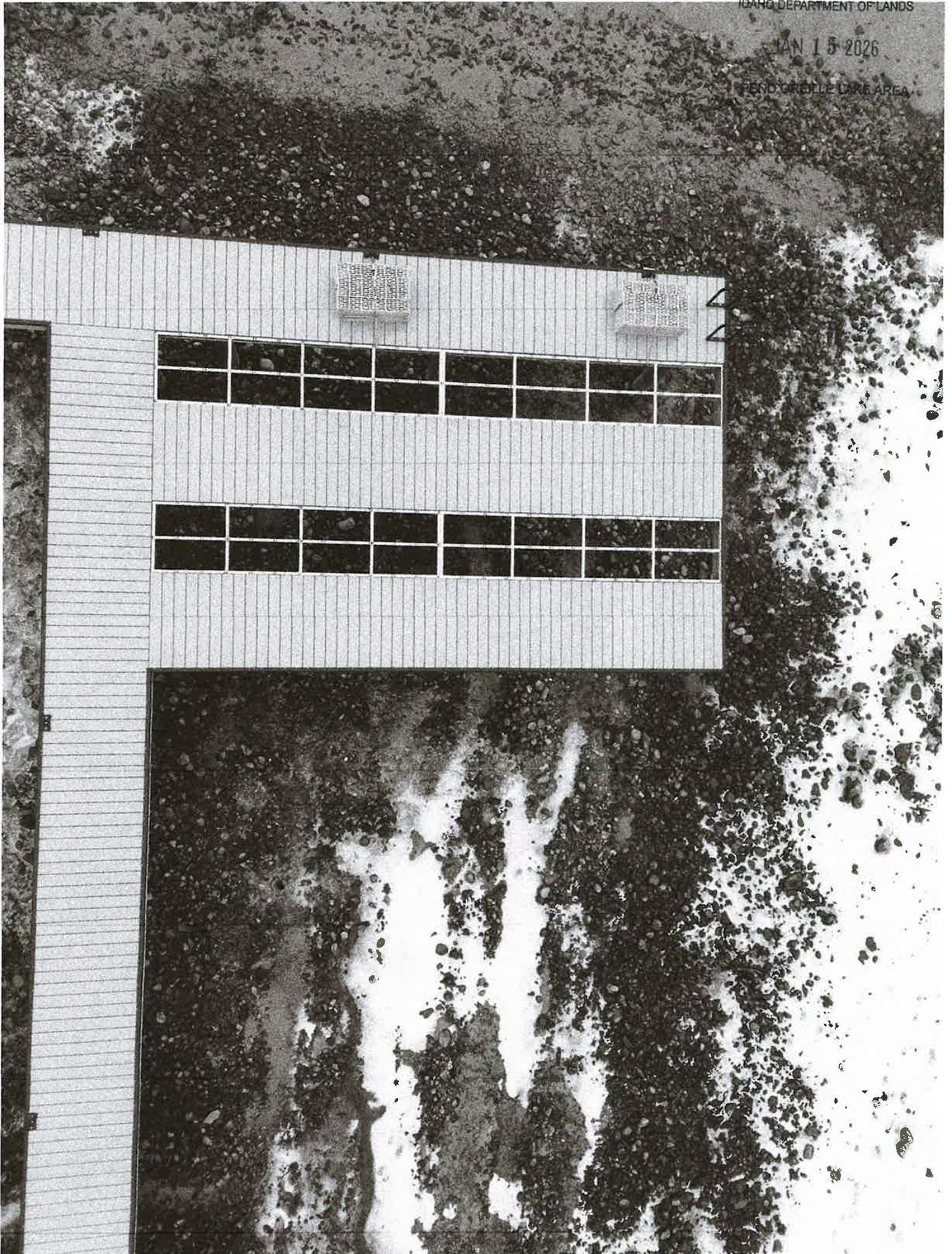
JAN 15 2026

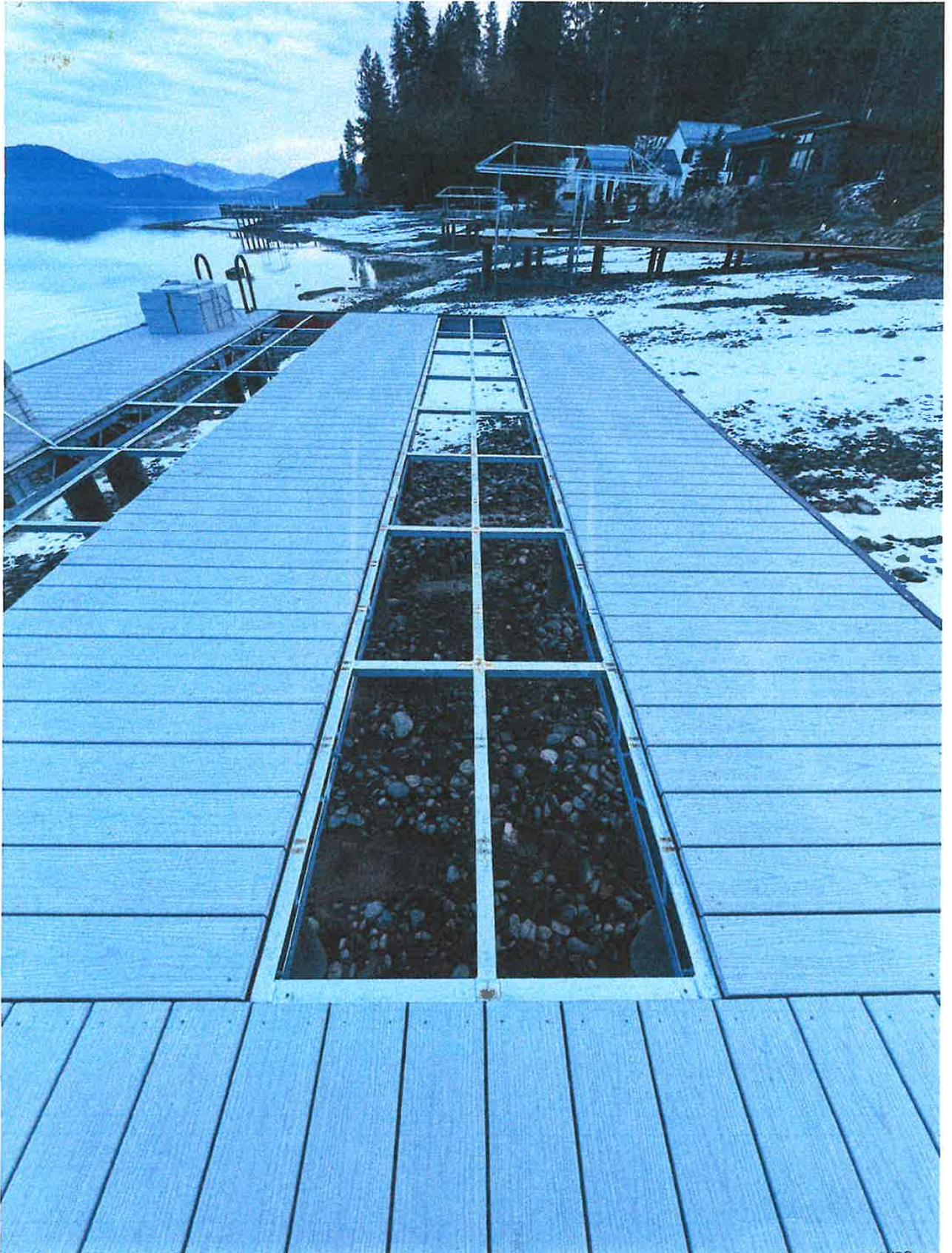
END OREILLE LAKE AREA



JAN 15 2026

PEND D'ORVILLE LAKE AREA





IDAHO DEPARTMENT OF LANDS

JAN 15 2026

PEND OREILLE LAKE AREA



# Public Trust Program Inspection Report

Inspection Data	Inspection Time (hrs)	Related instrument(s) (include instrument type & number)	
Body of water: Lake Pend Oreille	Preparation: 0.5	L96S2863	
Inspection date: January 21, 2026	Travel: .75		
Type: <input type="checkbox"/> Quality Assurance	Inspection: .25		
<input checked="" type="checkbox"/> Complaint	Report: .50		
<input type="checkbox"/> Application Review, #:	Total: 1.5		
<b>Name of Instrument Holder/Responsible Party:</b>			
Patrick, Lewis E Trust			
<b>Location of Inspection:</b> RP57N01W084690A 941 W. Oden Bay Rd, Sandpoint, ID 83864			
<b>On-site representative(s):</b>			
Name:		Name:	
Title:		Title:	
Phone:		Phone:	
Email:		Email:	
<b>Narrative (Describe who, what, when, where, why, and how):</b>			
<p>After receiving a formal letter dated January 15, 2026, alleging that portions of the deck had been framed in, Tyler Warner, Resource Specialist – Navigable Waters, contacted Mr. Patrick. Mr. Patrick confirmed that the framing shown in the referenced photographs had been removed and invited an inspection.</p> <p>On January 21, 2026, Mr. Warner conducted an aerial review using Google Earth and determined that the dock's shape and dimensions were consistent with the permitted design. Later that morning, at 9:14 a.m PST., Mr. Warner conducted an on-site inspection at 941 W. Oden Bay Road, documenting conditions with photographs and a physical examination of the property.</p> <p>The inserts/framing previously identified were located upland and were not attached to the southern kayak slips. One of the two permitted boat lifts had been installed in the approved location. No additional encroachments were observed during the inspection.</p> <p>Mr. Warner left the property at approximately 9:25 a.m.PST</p>			
<b>Summary of Findings:</b>			
<input type="checkbox"/> No compliance issues beyond the AHWL were identified.			
<b>Attachments:</b>			
<b>Inspector's Signature:</b> 	<b>Name:</b> Tyler Warner	<b>Title/Office:</b> Resource Specialist- Nav Waters	<b>Date:</b> 01/21/2026

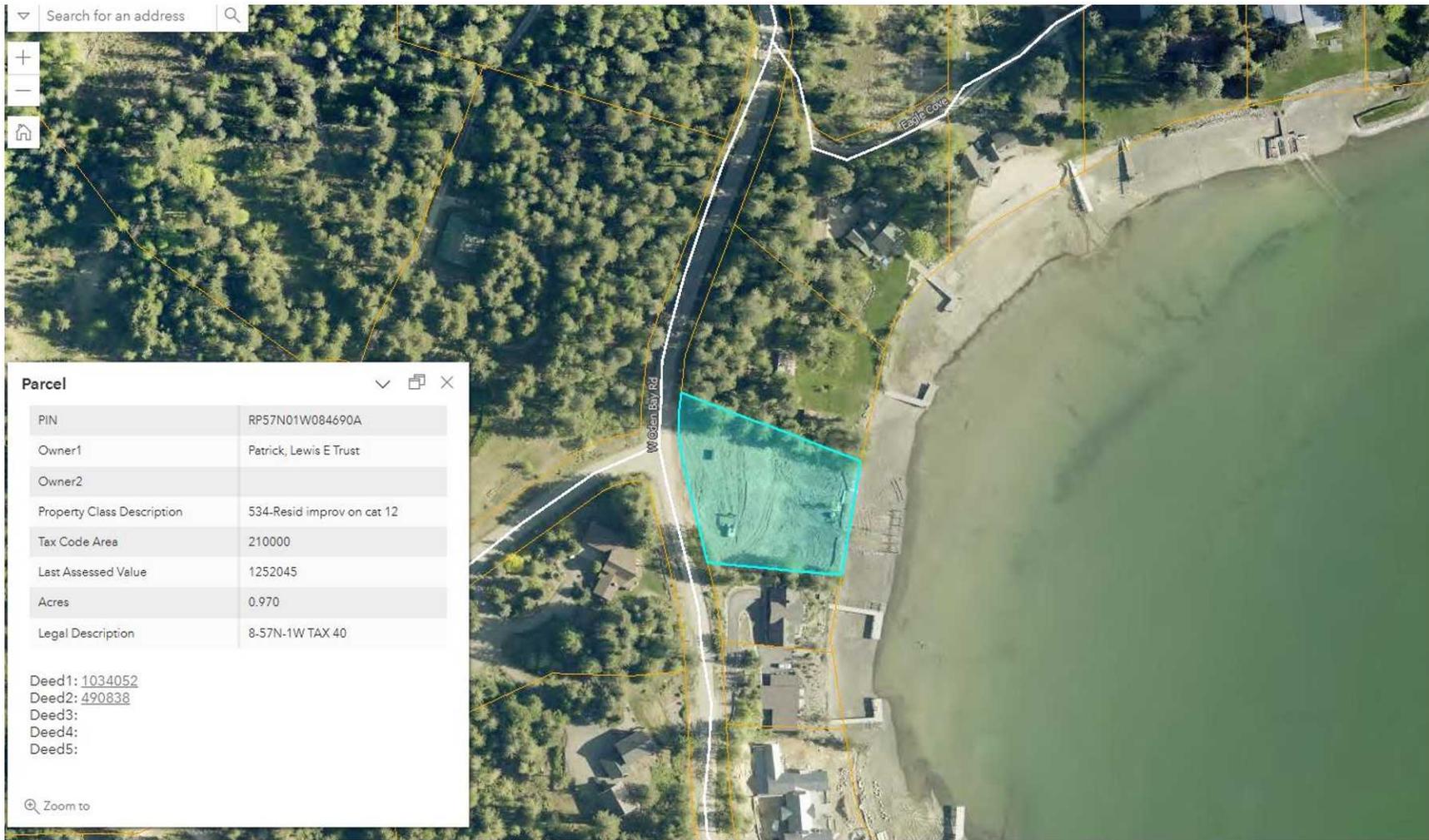


Figure 1- Bonner County Aerial GIS 2025



Figure 2- Google Earth Aerial Photo, subject dock circled in yellow, note Date 06/04/2025



Figure 3- Dock from upland, boat lift



*Figure 4- Kayak Slips, Facing South, No framing observed in slips*



*Figure 5- Kayak slips, facing east*



Figure 6- Boat lift in a permitted location



*Figure 7- Underside of kayak slips, facing North*



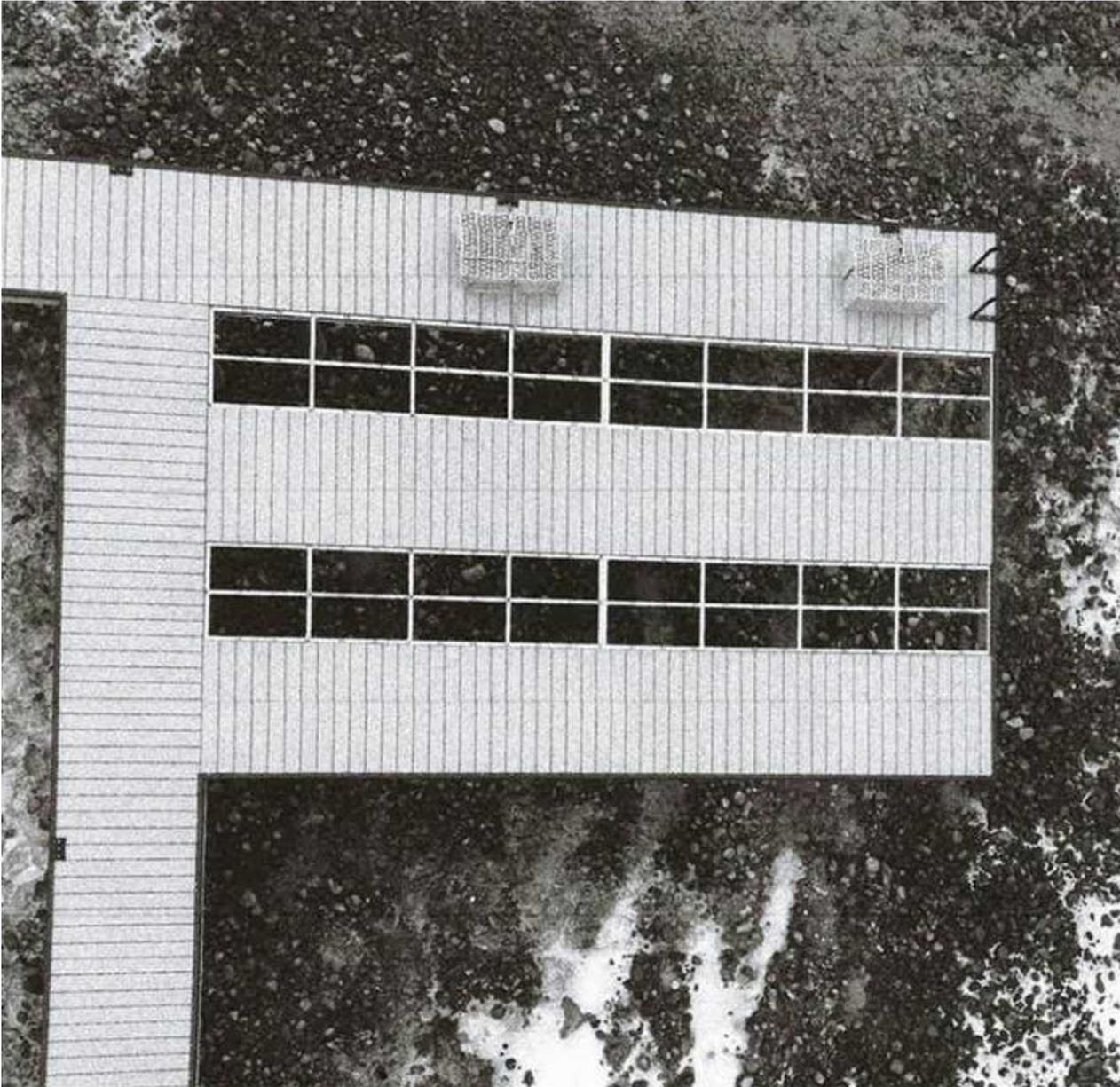
*Figure 8- Upland of dock with framing depicted in neighbor complaint with stacks of perforated decking material*



Figure 9- Upland, framing and perforated decking material



*Figure 10- Undated photo, submitted by complaint letter, received by IDL 01/15/2026*



*Figure 11- Undated photo, submitted by complaint letter, received by IDL 01/15/2026*

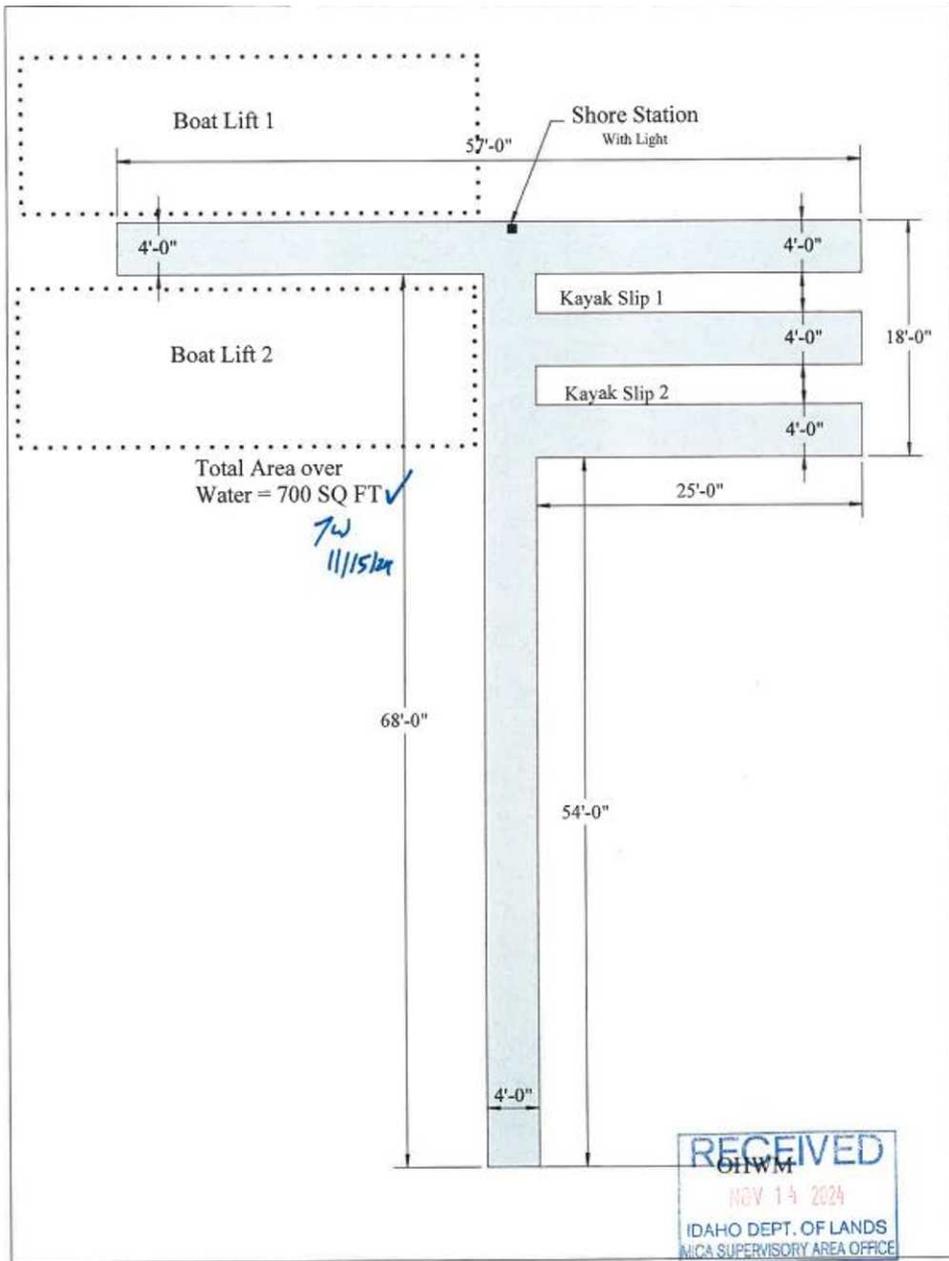


Figure 12- Permitted dock design for L96S2863

Instrument # 1034052  
Bonner County, Sandpoint, Idaho  
06/04/2024 12:06:54 PM No. of Pages: 5  
Recorded for: NORTH IDAHO TITLE COMPANY- COEUR D' ALENE- RW  
Michael W. Rosedale Fee: \$15.00  
Ex-Officio Recorder Deputy cbrannon  
Index to: WARRANTY DEED

Escrow No.: N-66083

## WARRANTY DEED

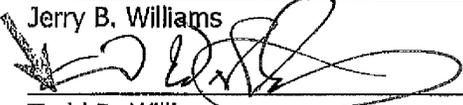
FOR VALUE RECEIVED, **Jerry B. Williams and Todd D. Williams and Tyler L. Williams and Rebecca S. Paradee and Julie A. Williams, each as their separate estates** Hereinafter called Grantor, does hereby grant, bargain, sell and convey unto **Lewis E. Patrick, Trustee of the Lewis E. Patrick Trust dated April 8, 1999**, Grantee, whose address is: PO Box 14136, Scottsdale, AZ 85267 the following described premises, County of Bonner, State of Idaho to-wit:

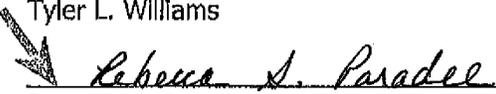
**A tract of land in Section 8, Township 57 North, Range 1 West, Boise Meridian, Bonner County, Idaho, more specifically described as follows:**

**From the North quarter corner of Section 8; thence South a distance of 1713.29 feet; thence East a distance of 157.56 feet; thence South 72°08'30" West, a distance of 281.66 feet; thence South 16°57'18" West a distance of 279.09 feet to the true point of beginning; thence South 09°11'12" East a distance of 225.60 feet; thence South 84°39'48" East to the shoreline of Lake Pend Oreille; thence Northeasterly along said shoreline to a point which is South 68°36'36" East from the true point of beginning; thence North 68°36'36" West to the true point of beginning.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered or done by the Grantee(s); current taxes, levies, assessments, easements, reservations and rights of way of view and covenants, conditions, restrictions, easements, reservations, dedications, rights of way and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

DATED. May 29, 2024

Jerry B. Williams  
  
Todd D. Williams

Tyler L. Williams  
  
Rebecca S. Paradee

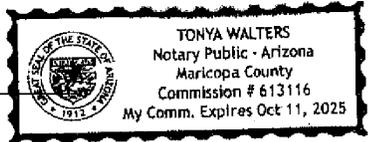
Julie A. Williams

STATE OF Arizona )  
COUNTY OF Maricopa ) ss.

On this 2nd day of June, 2024, before me, a Notary Public in and for said State, personally appeared

Todd D. Williams & Rebecca S. Paradee  
known or identified to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Tonya Walters  
Notary in and for said County and State  
Residing at: Wickenburg, AZ  
Commission Exp.: 10-11-25



DATED. May 29, 2024

\_\_\_\_\_  
Jerry B. Williams

\_\_\_\_\_  
Todd D. Williams

\_\_\_\_\_  
Tyler L. Williams

\_\_\_\_\_  
Rebecca S. Paradee

↙ Julie A. Williams  
\_\_\_\_\_  
Julie A. Williams

STATE OF Arizona )  
COUNTY OF Yavapai ) ss.

On this 30th day of May, 2024, before me, a  
Notary Public in and for said State, personally appeared

Julie A. Williams.

known or identified to me to be the person(s) whose name is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same.

Beth Corin Green Notary  
Public  
\_\_\_\_\_  
Notary In and for said County and State Beth Corin Green  
Residing at: Yavapai County, Arizona  
Commission Exp.: 07/22/2025  
Commission No. 608827



DATED: May 29, 2024

Jerry B. Williams  
Jerry B. Williams

Todd D. Williams

Tyler L. Williams By Jerry Williams, POA  
Tyler L. Williams By Jerry Williams, POA

Rebecca S. Paradee

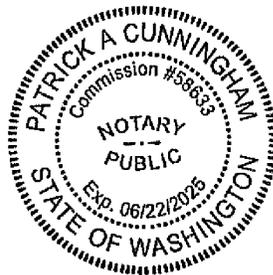
Julie A. Williams

STATE OF Washington,  
COUNTY OF King ) ss.  
)

On this 30 day of MAY, 2024, before me, a  
Notary Public In and for said State, personally appeared

Jerry B. Williams  
known or identified to me to be the person(s) whose name is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same.

PA CA  
Notary in and for said County and State  
Residing at: Vashon  
Commission Exp.: 06/22/2025

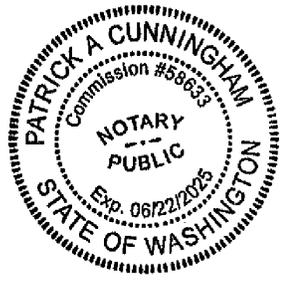


STATE OF Washington )  
COUNTY OF King ) ss.

On this 20th day of May, 2024, before me,  
The undersigned, a Notary Public in and for said State, personally appeared  
JERRY B. WILLIAMS

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument as  
Attorney in Fact of TYLER L. WILLIAMS and acknowledged to me that he subscribed the name of  
Tyler L. Williams thereto as principal, and his/her own name as Attorney in Fact.

PA Cuy  
\_\_\_\_\_  
Notary in and for said County and State  
Residing at: Vashon  
Commission Exp.: 06/22/2025



pg 5 of 5

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**CERTIFICATE OF TRUST EXISTENCE AND AUTHORITY**

**TO WHOM IT MAY CONCERN:**

On April 8, 1999, the undersigned established the LEWIS E. PATRICK TRUST under which the undersigned is the Trustor and Trustee. The undersigned, and none other, is the duly acting and qualified Trustee of the Trust.

The initial and current beneficiary of this Trust is LEWIS E. PATRICK residing at 10303 E. Rosemary Lane, Scottsdale, Arizona 85259.

The undersigned hereby certify that the following constitutes a true and correct copy of said Trust Agreement and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with the Trustee:

\* \* \*

**ARTICLE TWO**

**Administration of the Trust Estate  
During The Lifetime of the Trustor**

**2.01** During the lifetime of the Trustor, the Trustee shall administer the Trust Estate as follows:

- (a) Income and Principal. The Trustee shall distribute the income and principal of the Trust Estate as the Trustor directs.
- (b) Trustor's Incompetence. During any period in which the Trustor is incompetent, the Trustee shall distribute the income and principal of the Trust Estate for the Trustor's comfortable maintenance, health, and welfare.

\* \* \*

## **ARTICLE FIVE**

### **Powers and Duties of Trustee**

**5.01 Trustees.** Trustor shall be the initial Trustee. While the Trustor is acting as Trustee, he may appoint a Co-Trustee by written instrument delivered to the person or corporation appointed; the Co-Trustee so appointed shall continue as sole Trustee, without the execution of any document, when the Trustor is not serving as the Trustee. If the Trustor is not serving as Trustee for any reason and no Co-Trustee was previously appointed, Trustor's partner, MICHELLE R. SIVERTSON, shall become sole Trustee, without the execution of any document. If MICHELLE R. SIVERTSON is unwilling or unable to serve as Trustee for any reason, then Trustor's friend, BRADLEY EPKER, shall become Trustee without the execution of any document. A Successor Trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor Trustee without incurring any liability for so doing.

**5.02 Removal of Trustee.** The Trustor, if legally competent, may remove any Trustee by written notice.

**5.03 Resignation of Trustee.** Any trustee may resign by giving thirty (30) days written notice to the Trustor, if legally competent, otherwise to the beneficiary(ies) then entitled to income.

**5.04 Co-Trustees.** When more than two persons are acting as Co-Trustees, all decisions shall be by majority vote; a dissenting Trustee shall not be liable for carrying out the acts of the controlling Trustees.

**5.05 Powers of Successor Trustee.** Each successor Trustee shall have all rights given to the original Trustee, and shall incur all of the duties imposed upon the original Trustee. No successor trustee shall be personally liable for any act or omission of a predecessor. With the approval of the Trustor, if legally competent, otherwise of a majority of the persons entitled to the income from the Trust(s) herein created, a successor trustee may accept the account rendered and the property received as a discharge to the predecessor trustee.

**5.06 Beneficiaries Under Disability.** The parent, guardian or conservator of a beneficiary under disability shall receive notice and have authority to act for the beneficiary.

**5.07 Bond.** No Trustee shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court.

**5.08 General Powers.** With respect to each trust created by this document, the Trustee shall have all powers granted by law and all powers which may be exercised by individuals owning similar property in their own right. Without restricting the generality of the foregoing and not by way of limitation, but only by way of illustration of the extent of the powers granted, the following powers are set forth:

- (a) To receive additions to the trust from any source, and to administer such additions according to the terms of this document;
- (b) To retain indefinitely without liability for loss, any property or interest in property received in kind regardless of degree of risk, effect on diversification or unproductivity of the asset;
- (c) To manage, sell, exchange, lease, grant options to purchase and execute contracts concerning Trust property for such considerations and upon such conditions and payment terms as the Trustee determines, without regard to the termination date of any trust; to provide for exoneration of the Trustee from personal liability in any contract;
- (d) To invest in bonds, notes, debentures, corporate stocks of any class, trust interests (including common trust funds and investment trust shares), real estate or any other kind of real or personal property or business interest without being limited by any statute or rule of law concerning proper investments for trustees; to continue any unincorporated business or venture; to incorporate any business or venture; to assign undivided interests in investments to any separate trust or trust shares;
- (e) To hold securities in bearer form and to hold any property in its name as Trustee or in the name of a nominee without indication of any fiduciary relationship;
- (f) To participate in the management of business enterprises as stockholder, partner or principal; to participate in any organization or reorganization of a business enterprise committing and transferring trust assets for such purposes; to vote stock by proxy or otherwise; to deposit or transfer securities to protective or voting committees or similar bodies; to exercise any options; and to execute any documents and delegate authority to act in its behalf in furtherance of any of these activities;
- (g) To operate, improve or develop real estate; to construct, alter, raze, or repair buildings or structures on real estate; to partition, subdivide, dedicate to public use, grant easements or other rights with respect to or otherwise deal with real estate;
- (h) To revocably delegate to any appropriate person any ministerial duties in connection with the rights and duties granted hereunder; to revocably delegate to another trustee, if any, any rights and discretions hereunder, including the power to sign checks; to give orders for the purchase and sale of securities and to have custody of trust assets;

- (i) To retain such experts, including investment counsel, attorneys, appraisers, accountants, brokers, agents, custodians, and ancillary trustees as it deems appropriate for advice in the selection, maintenance and disposition of trust assets;
- (j) To pay all costs and expenses of the trust and its property, including reasonable compensation to Trustee for its services;
- (k) Consistent with the Spendthrift Provisions above, to arbitrate, settle, compromise, contest, foreclose, extend or abandon claims or demands in favor of or against the trust or its assets;
- (l) To borrow money at interest from its own banking department or from others, and to assume indebtedness and encumber Trust property by mortgage or pledge;
- (m) To decide, consistent with applicable rules of law, how and in what proportions any receipts or disbursements shall be credited, charged or apportioned as between principal and income;
- (n) To enter into any transaction with trustees or personal representatives of other trusts or estates in which any beneficiary has an interest or which by its terms distributes to any trust established by this document, even though the Trustee also serves the other trust or estate in a fiduciary capacity and in any such transaction to purchase property, or make loans on notes secured by property, even though similar or identical property constitutes a large proportion of the balance of the Trust Estate, and to retain any such property or note as if it had been received in kind as an addition to the Trust Estate;
- (o) To purchase and own life insurance on the life of any beneficiary; to continue in effect or to terminate any life insurance contract; to pay premiums or charges on life insurance from income or principal; and to exercise any and all settlement options, rights or incidents of ownership Trustee may have over contracts of life insurance; to purchase and pay premiums on health insurance for any beneficiary hereunder to whatever extent the Trustee deems reasonable to protect the Trust assets from risk of loss due to health care expenses;
- (p) To determine the market value of any investment for any purpose on the basis of such quotations or information as Trustee deems pertinent and reliable;
- (q) To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests of different assets or

disproportionate interest in assets among the Trusts created herein, and no adjustment shall be made among the beneficiaries to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes; to value the trust property and to sell any part or all thereof in order to make allocation or distribution; to add accumulated and undistributed income to principal from time to time; no action taken by the Trustee pursuant to this paragraph shall be subject to question by any beneficiary;

- (r) To satisfy written charitable pledges of the Trustor irrespective of whether the pledges constituted binding obligations of the Trustor or were properly presented as claims, if in the judgment of the Trustee, the Trustor would have wanted the pledges completed under the circumstances;
- (s) To consolidate the investment and income tax purposes any separate trust created hereunder with any other trust for the same beneficiary or beneficiaries containing compatible provisions;
- (t) To charge the trust such additional fees for the special services and advice rendered in connection with investments authorized to be purchased and retained by this article as described in its letters, contracts or agreements dealing with said investment or in its regularly published fee schedule, which additional fees may be collected from time to time without prior court approval.

**5.09 Trustee's Liability.** The Trustee shall be liable to the Trustor and to the beneficiaries for any loss incurred in the exercise of its powers or in the retention of investments authorized to be purchased by this article if gross negligence or willful misconduct is proven by affirmative evidence.

**5.10 Limitation on General Powers.** In modification of the general powers granted to the Trustee, the following specific limitations apply and supersede all other provisions of this agreement:

- (a) All powers must be exercised in a fiduciary capacity and the Trustee shall disclose to the Trustor, if legally competent, otherwise to the then current income beneficiaries any conflict of interest.
- (b) The Trustee shall have no control over life insurance contracts which designate this trust as beneficiary. Unless ownership of an insurance policy has been transferred to the Trustee, the Trustee shall not be responsible for the payment of premiums and shall not have any contractual benefits of ownership. On receipt of proof of death of the insured and after receiving possession of the contracts, the Trustee shall

use reasonable efforts to collect all sums payable by the terms of the contracts.

- (c) The Trustee shall have no right of recovery against the owner's probate estate for proceeds of any contract that might have been diverted from the trust by loans, assignments or changes of beneficiary designation. The Trustee shall not be required to prosecute any action to collect insurance nor to defend any action relating to insurance unless indemnified.

**5.11 Custody of Assets.** During any period in which a corporation is acting as a Trustee or a Co-Trustee, the corporate trustee shall have custody of the assets of such trust.

**5.12 Small Trust Termination.** If at any time after the death of the Trustor, the Trust Estate or any separate trust has an aggregate principal market value of \$50,000.00 or less the Trustee may, in its discretion, terminate the trust and distribute the principal to the person(s) then entitled to the income, in such equitable proportions as the Trustee determines; the Trustee is instructed to consider the costs of administering the trust and the ability of the beneficiary(ies) to handle money prudently prior to terminating any trust under this provision.

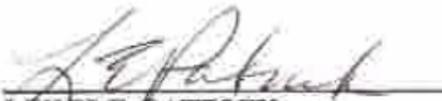
\* \* \*

The undersigned hereby certify that the Trust Agreement is in full force and effect as of the date hereof.

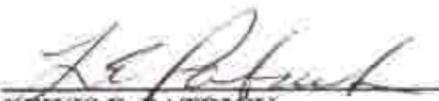
Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certificate.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Certificate of Trust Existence and Authority on this 8 day of November, 2021.

**TRUSTOR:**

  
LEWIS E. PATRICK

**TRUSTEE:**

  
LEWIS E. PATRICK

STATE OF ARIZONA     )  
  ) ss.  
County of Maricopa     )

The foregoing Certificate of Trust Existence and Authority was acknowledged before me this 8<sup>th</sup> day of November, 2021, by LEWIS E. PATRICK as Trustor and Trustee.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
01/16/2022

