

From: [Tom Brown](#)
To: [Navigable Waterways](#)
Subject: Objection Letter to Hayden Lake Marina application #ERL-95-S-1741Q
Date: Monday, March 9, 2026 3:33:56 PM
Attachments: [Hayden Lake Marina Objection Packet.pdf](#)

SUSPICIOUS MESSAGE: This message may be impersonating a State of Idaho user. Proceed with caution and verify legitimacy of the sender before replying. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Please make sure this objection letter is posted where it will be reviewed by the Hearing Officer for the Public Hearing on this application on April 15, 2026.

Any questions please contact me at:
tbrownhayden@yahoo.com
208-661-1808

Thank You,
Tom Brown

Objection Letter to Hayden Lake Marina Expansion and Reconfiguration

To Whom it may Concern at:

Idaho Department of Lands

3258 W Industrial Loop

Coeur d'Alene, ID 83815

Re: Application of Encroachment ERL95S1741Q

I, Tom Brown, own the adjacent property to the East of Hayden Lake Marina and have owned this property 50 years. When I first moved here there were only a few docks that Tobler Marina owned for rental. These docks were framed with solid corrugated metal roofs. The person I bought the property from had sued Tobler Marina for encroaching on his littoral rights and won. The court made Tobler remove all the existing docks North of the extended South line of Lot 75, Block 1, Honeysuckle Hills Building Sites (my current property), and they agreed to never build any more boat slip rental docks North of that line. That tells me that the courts agreed that Tobler was encroaching on the littoral rights of my property. (See Exhibit A – 5 pages)

In 1983, I made an agreement with the owner of Tobler Marina to allow the Marina to have rental boat slips on my littoral property in exchange for a road easement to my property on an existing road on Tobler's property, as well as 2 boat slips for my personal use and rights to use the Marina for launching of boats and parking. (See Exhibit B - 3 pages)

In this agreement Tobler agreed they were encroaching on my littoral property 66' and agreed to build no farther than 150' out from their shoreline. This Grant of Easement says:

"This Grant by Brown of the right of TOBLER to use BROWN'S real property and littoral property is limited to the present use of that property by TOBLER, that is, the dock as it exists on the date of this Grant of Easement as being used by the patrons and customers of TOBLER'S MARINA for the mooring of boats; said docks shall be maintained so as not to encroach further than presently exists."

Tobler Marina used to sell boats as well as repair them in the building on the lot South of East Hayden Lake Road. The owner of the boat sales and repair part (Tobler Marina) split off 25 or 30 years ago and moved their business to its current location North of Hayden and West

PAGE 2

of Highway 95. That is when this Marina became Hayden Lake Marina and dealt mainly in renting out slips and boat storage as it does currently.

I believe this easement alone should stop the Marina from being able to implement their plan to put all access to the Marina out in front of my property, which is not acceptable at all to me.

PARKING

The Marina was never supposed to be as big as it currently is, but somehow the IDL has allowed them to keep expanding slips and building farther out into the lake. I have objected to these expansions mainly because of the parking and traffic issues. Each time IDL has said they don't feel there are any issues and let them expand to what is there now. They have over 200 slips now and the parking and traffic on warm days is unbelievable. I have watched this circus for over 30 years and it is out of control. Hayden Lake Marina says there is no problem, but they are wrong and they know it. They don't care. It is unsafe and I imagine there will be major problems in the future just as there are now. They are already over stressed with the way it is now.

IDL says the Marina is required to have one parking space for every 2 slips they rent out. The plan they submitted says there is room on their current parking lot for 98 cars. The plan they submitted was drawn up 14 years ago and used in other applications. If you look at it, they allow 20' between the parking spaces to drive in and park. I have a pickup that is 21 1/2' long. How is that going to fit going in or coming out of this parking disaster. This is ludicrous. They have the parking lot striped now and there are room for 75 cars to park. They have no designated parking for the Hayden Lake Marina Building Employees, or Restaurant Employees or Customers. On those warm days there are 40 to 50 people at the restaurant who use this parking lot. Hayden Lake Marina says they have fixed this problem by using a Shuttle Service to a lot they own about 2 miles away. This will not work, because I know people will drive out to the Marina to check on parking and then will park anywhere they can pull over so they don't have to mess with a Shuttle. This is what they do now and they end up parked hanging

PAGE 3

out into the busy street, or parked on other people's property. They do this on my property all the time, and the Marina doesn't care or police it. There are also other problems with the Shuttle plan because they have no designated place to park to let people out. The lot they are using is a residential lot and I'm not sure if the zoning allows parking lots. There is also a problem in that they may sell the property in the future. Then, where do the people park?

THE NEW PLAN

The new configuration of the Marina shows all boats exiting right in front of my dock as well as the next 3 neighbors to the North of me. Under the current plan, there are 8 or 10 boats that will drive by my dock in and out. It usually isn't ever busy. The new plan will have boats from 112 slips driving by our dock twice every day they are on the water. The 2 next door neighbors to me will have boats from 163 slips going by twice each day and the 4th property will have boats from 203 slips going by his property twice a day. The Marina is also planning on extending the docks another 300' out into the lake which will greatly impede my neighbors' view. They shouldn't be allowed to encroach on public water anytime they feel like it. IDL, in working for the public good, should stop this kind of encroachment instead of embracing it.

The Mission Statement of The Department of Lands says: "SAFETY & STEWARDSHIP: Managing fire, reforestation, and ensuring recreational access does not degrade land value."

(See Exhibit C – 1 page)

I was a full time Realtor here for 43 years before retiring, and I specialized in Hayden lakefront property, so I have some knowledge of what affects property values. By having the possibility of 224 boats driving by my dock 20' away, my neighbors' having between 326 and 406 boats driving by and the Marina ruining unobstructed views of the lake, they will decrease our property values by at least a combined Million Dollars. At the same time they want to increase their income by about \$150,000/year, which increases their value by about a Million Dollars. They want to do this at our expense. This is not acceptable to any of us.

PAGE 4

HAYDEN LAKE

Hayden Lake used to be one of the most pristine boating lakes in Idaho. When I moved here there was very little boat traffic. Fishing used to be unbelievable. I ran a fishing derby during the Summer, headquartered out of the restaurant at the Marina. We used to catch Rainbow Trout of 5 to 9 lbs on a daily basis. That has gone away. There is a kokanee fishery now that is pretty good, but doesn't compare to what it once was. Hayden Lake is dying. 30 years ago you could see the bottom of the lake at 30'. Not anymore; now you are lucky to see 8' to 10' to see bottom. There is also much more weed growth around the edge of the lake. The reason the lake is going downhill is because of the boat traffic on the lake. Hayden Lake Marina is causing most of this pollution because of the number of boats they allow to access the lake. The other big factor is the size and type of boat. These huge surf boats fill up with water and tow people at 12 mph to surf behind their boats. They make unbelievable huge waves. This is probably fun for the participants, but the fact is these boats have ruined the lake for a lot of the other users. I have a 17' Crestliner fishing boat with a 115hp motor and when there are 4 of these surf boats working the lake, it turns the lake into an ocean. I can't run on plane, because when my boat hits a series of these waves it goes airborne and crashes into the next wave. I found out the hard way. I have to get off the lake at half throttle all the way in. I am not the only one who has experienced this problem. We cannot fish either, as the waves thrash the boat even when trolling. The Marina wants this expansion to cater to the owners of these boats, so there will be a lot more of them on the lake. They cause lots of damage to docks and the shoreline. They are the biggest polluting cause on the lake. Hayden Lake Marina already has over 200 slips. How many more do they need to classify them as greedy? They already have an annual income of over a Million Dollars for a 5-month business. This is all at our expense. Their tenants pay no property taxes for maintaining the roads or the lake.

CONSTRUCTION

The Marina's plan is to demolish all the current docks and build new ones in a 6-month period over the winter. This will mean a lot of huge trucks traveling back and forth on our narrow road whenever load limits are off, which does not cater well to big semi-sized vehicles. I have

PAGE 5

to believe that this work will cause a tremendous amount of damage to the ecosystem of the lake as the kokanee currently spawn right at Marina. There will be a lot of debris floating off into the lake Even though they say they will collect it every day – I know how that usually turns out. The Marina doesn't drag out plastic barrels, logs, or other debris now. There was a surfboard on the beach all winter until it finally floated off and there is currently a barrel on the boat launch. I find it hard to believe that they will all of a sudden start caring about the lake, because they don't now, and they don't care what the neighbors think. I was good friends with all the owners of the Marina for 45 years until this owner purchased, and now no one at Hayden Lake Marina has even called me for 5 years, since purchasing the Marina. They didn't even notify me of this expansion plan until January 23, 2026, and IDL claims they don't need my approval to proceed with approving this permit, even though I am one of the most affected. I just found out the IDL gets paid 3.75% of the Marina's Gross Income each year. Now I know why they want to push it through. It doesn't sound right to me, but I'm a nobody. There will be an unreal amount of noise involved in accomplishing this construction, and there doesn't appear to be any plans to look at on how they are going to do it, as well as defining time restrictions.

CONCLUSION

My wife and I greatly object to this application for a permit to reconstruct the Marina. We do not object to the Marina itself, but will not allow them to devalue our property or reduce the useability or atmosphere of our dock area. Please turn down this application. I have given you several valid reasons why it should be stopped. Thank you for your time.

Thomas Brown

Thomas Brown

3/9/26

Date

Terry Brown

Terry Brown

3/9/26

Date

EXHIBIT A

BOOK 235 PAGE 17

557884

JOINT EASEMENT AND AGREEMENT

THIS INDENTURE AND AGREEMENT entered into between C. E. DeMOSS and JOSEPHINE DeMOSS, husband and wife, hereinafter referred to as First Parties, and DONNA LEE TOBLER COLLUP, individually and as Executrix of the Estate of E. Mitchell Tobler, deceased, under a non-intervention Will, and W. D. COLLUP, her husband, hereinafter referred to as Second Parties, WITNESSETH:

The parties hereto are the owners of certain properties located on the shores of Hayden Lake, Kootenai County, Idaho, First Parties owning lots 73, 74 & 75, Block ONE, Hayden Lake Honeysuckle Hills Building Sites, and Second Parties owning or having an interest in lots 76, 77, 78, 79, 80 Block ONE, Hayden Lake Honeysuckle Hills Building Sites. Second Parties and their predecessors operate a marina known as Tobler Marina in connection with said property owned by them, and in connection with the operation of said business provide dockage and moorage for rental to the public.

A dispute has arisen between the parties regarding the use of the waters of Hayden Lake adjacent to their said property, which dispute has resulted in litigation between the parties now pending in the First Judicial District of the State of Idaho, in and for the County of Kootenai as case #23621. The parties hereto by this Agreement are desirous of establishing between themselves certain boundaries and agreements for the useage of said waters and by this agreement settling said dispute, now, therefore, in consideration for the mutual

EXHIBIT A

UNCOMPARED

BOOK 235 PAGE 18

promises, agreements and covenants herein contained, it is mutually covenanted and agreed between the parties as follows:

I.

Second Parties hereby covenant and agree that they shall, within 10 days after the execution of this Agreement remove all docks maintained by them within a distance of 165 feet extending North 61° 31' West from a railroad spike set in place on the South line of Lot 75, which spike is located 138 feet, more or less, from the Southeast corner of said Lot 75 and which point is designated as point "A" on Exhibit #1 attached hereto, and which docks to be removed are shown as cross-hatched docks in said Exhibit #1.

II.

Second Parties may keep the remaining docks shown in Exhibit #1 in position, but Second Parties agree that they will not in the future make any further extensions of their dockage beyond the extension of the South line of said Lot 75 as it extends into the waters of Hayden Lake.

III.

Second Parties may erect or construct any docks they desire South of said extended line and West of the existing dockage as shown on Exhibit #1.

IV.

It is further mutually covenanted and agreed that First Parties may construct any dockage they desire adjacent to Lots 73, 74 & 75 as shown on Exhibit #1, providing that no such docks will unreasonably interfere with the access of the public or Second Parties' customers to the Second Parties

EXHIBIT A

COMPARED

BOOK 235 PAGE 19

existing dockage.

It is further mutually covenanted and agreed that these covenants are for the use and benefit of the lands hereinabove described and that they shall run with said lands, and shall inure to and be binding upon the heirs, grantees, successors and assigns of the parties.

It is further covenanted and agreed that upon the execution of this Agreement and the recording of the same the hereinbefore mentioned lawsuit will be dismissed with prejudice with each party thereto bearing their own costs and expenses.

It is further agreed that should any future dispute arise over this agreement between the parties, their heirs, successors or assigns, which dispute might require litigation the successful party to said litigation shall be entitled, in addition to their court costs, reasonable attorney fees incurred by them in the premises.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 26th day of November, 1969.

C. E. DeMoss
C. E. DeMoss

Josephine DeMoss
Josephine DeMoss
Parties of the First Part

Donna Lee Tobler Collup
Donna Lee Tobler Collup, Individually
and as Executrix of the Estate of
E. Mitchell Tobler, deceased.

W. D. Collup
W. D. Collup
Parties of the Second Part

EXHIBIT A

COMPARED

BOOK 235 PAGE 20

STATE OF IDAHO)
County of Kootenai) ss.

On this 5th day of January 1970, before me, a Notary Public, personally appeared C. E. DeMoss and JOSEPHINE DeMOSS, husband and wife, known by me to be the persons whose names are subscribed to the above Agreement and acknowledged to me that they executed the same.

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



Virginia C. Larson
Notary Public for the State of Idaho
Residing at Coeur d'Alene
My Commission expires: 9/10/70

STATE OF IDAHO)
County of Kootenai) ss.

On this 26 day of November, 1969, before me, a Notary Public, personally appeared DONNA LEE TOBLER COLLUP, individually and as Executrix of the Estate of E. Mitchell Tobler, deceased, and W. D. COLLUP, her husband, known by me to be the persons whose names are subscribed to the above Agreement and acknowledged to me that they executed the same.

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

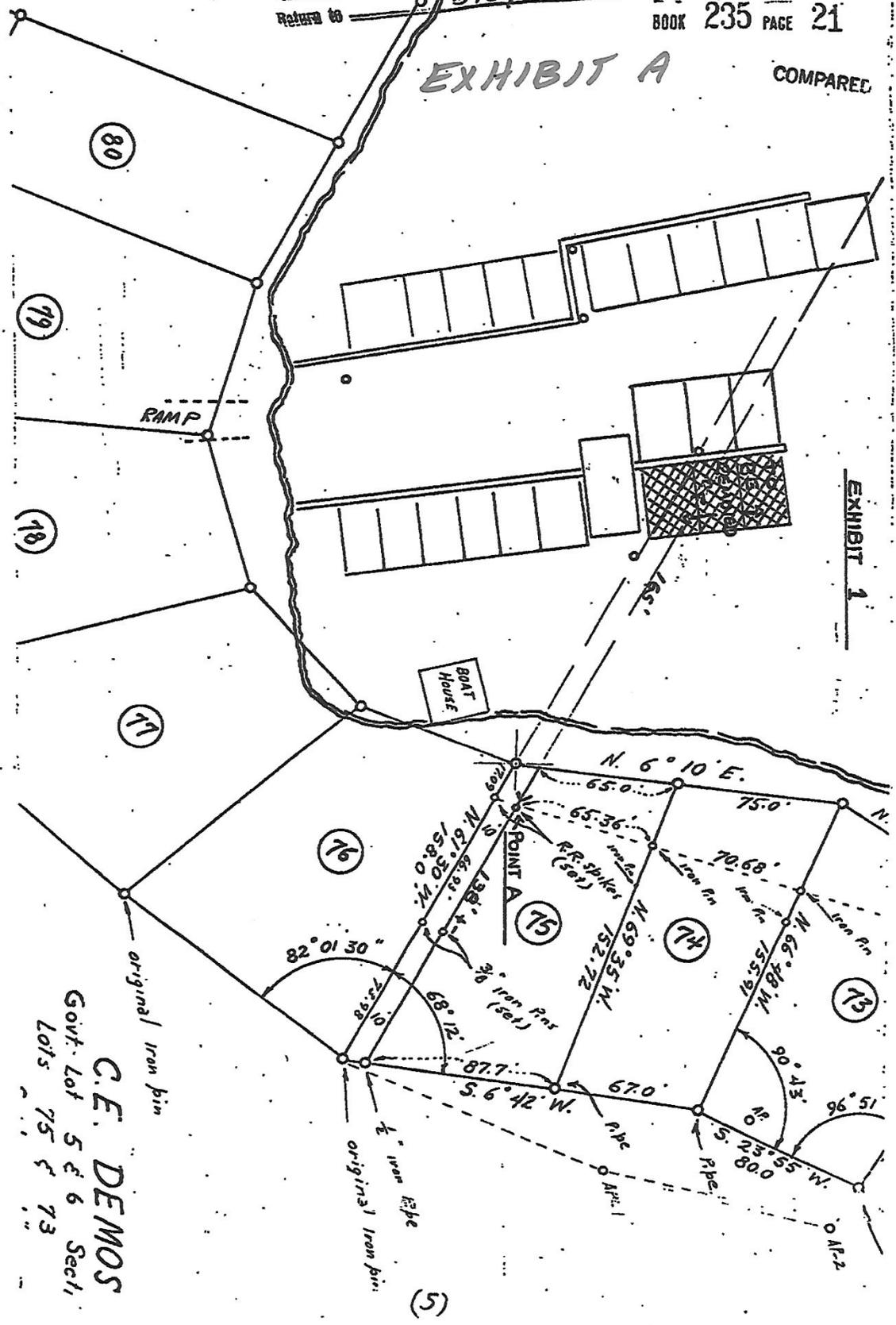


Ruby Wilson
Notary Public for the State of Idaho
Residing at Coeur d'Alene.
My Commission expires: 8-16-70

HAROLD E. PETERS & CO.
 Public Auditor-Recorder
 Sevier County, Idaho
 Return to

516 Sherman Ave. C.D.A.
 BOOK 235 PAGE 21

EXHIBIT A COMPARED



C.E. DEMOS
 Govt. Lot 5 & 6 Sect,
 Lots 75 & 73

EXHIBIT B

ROAD EASEMENT

INDEXED

17-3927

TRACTED

INDEXED

BOOK 323 PAGE 743

BOOK

322 PAGE 343

TRACTED

Tom Brown
P.O. Box 1161
Hayden Lake Idaho
83844

93863Z

930397

GRANT OF RECIPROCAL EASEMENTS

On this 8TH day of MARCH, 1983, THOMAS D. BROWN, a single man, hereinafter "BROWN", owner of the following real property situate in Kootenai County, State of Idaho, to-wit:

Lot 75 of the Original Plat of HONEYSUCKLE HILLS BUILDING SITES, Kootenai County, State of Idaho, according to the plat recorded in Book C of Plats on Page 239.

and THE TOBLER MARINA, INC., an Idaho Corporation, hereinafter "TOBLER", owner of the following described real property in Kootenai County, Idaho, on which property is located the business of TOBLER'S MARINA:

Lots 76, 77, 78, 79, 80 and Lot Y, Block 3 of Original Plat of HONEYSUCKLE HILLS BUILDING SITES, Kootenai County, State of Idaho, according to the plat recorded in Book C of Plats on Page 239.

THIS EASEMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION with both parcels of real property contiguous to each other and both being on Hayden Lake, respectively desiring to benefit from the use of the other's real property, HEREBY ENTER AND MAKE, the following Agreement and Grants of Reciprocal Easements:

I

BROWN hereby grants to TOBLER an easement to use that part of BROWN'S real property upon which TOBLER'S MARINA presently has a dock for boat moorages. Said dock extends from the shoreline land owned by TOBLER into the water of Hayden Lake in a northerly direction for approximately ONE HUNDRED FIFTY (150') FEET. Approximately SIXTY-SIX (66') FEET of said dock lies on the littoral property of BROWN.

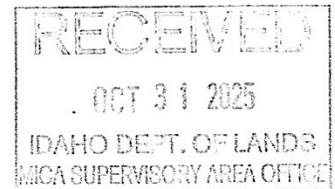
II

This Grant by BROWN of the right of TOBLER to use BROWN'S real property and littoral property is limited to the present use of that property by TOBLER, that is, the dock as it exists on the date of this Grant of Easement as being used by the patrons and customers of TOBLER'S MARINA for the mooring of boats; said docks shall be maintained so as not to encroach further than presently exists.

Further, this Grant of Easement by BROWN, for the use of his real property and littoral rights by TOBLER shall be perpetual and shall run with the land.

III

TOBLER hereby grants to BROWN the use of the existing private road on the real property of TOBLER, for the purpose of ingress and egress, with reasonable parking facilities for BROWN and a reasonable number of guests, to the real property of BROWN. Parking facilities, other than those described in Paragraph IV hereinbelow, shall be in areas as defined by TOBLER from time to time. BROWN shall confer with TOBLER as



EASEMENTS

EXHIBIT B

to the periodic need for guest parking and to location of same. Said road presently exists over the real property of TOBLER from generally the southern boundary of Lots 76, 77 and 78, in a north-northeasterly direction. This grant of easement shall be perpetual and shall run with the land. Provided, however, TOBLER reserves the right to move the road from place to place on the land of TOBLER in the event of future development which such change of location shall not deprive BROWN of the access rights herein granted.

IV

Further, TOBLER grants to BROWN the right to use two (2) boat moorage slips, and along therewith, two (2) parking spaces associated with the use of said slips, all without cost, on the dock described in Paragraph I of this Grant of Reciprocal Easements, the use of which boat moorage slips may be assigned by BROWN. Said moorage slips are now known and designated as "Dock C - Slip 30 and Slip 32", and which such slips shall continue to be maintained and covered by TOBLER in accordance with TOBLER'S existing maintenance and cover schedule and practice.

V

Further, TOBLER agrees to allow BROWN the right to use the marina on the real property of TOBLER for the launching of boats owned by BROWN without charge.

VI

The grants of easement contained herein, and the other terms of this Agreement shall be binding upon and inure to the benefit of the parties, BROWN and TOBLER, from the date of this Agreement, and shall bind the heirs, executors, administrators, successors and/or assigns of the parties.

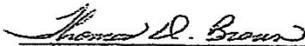
VII

Further, the benefits of this Grant of Easements and other terms of this Agreement shall be appurtenant to the real property described above.

VIII

Further, the parties agree that the Grant of Easements contained herein, and the other terms of this Agreement are conditioned upon each other. If either party or its agents, interferes with the other party's use or enjoyment of an easement granted herein, this Agreement shall terminate.

DATED this 8TH day of MARCH, 1983.


THOMAS D. BROWN

THE TOBLER MARINA, INC.

By 
President

Attest 
Secretary

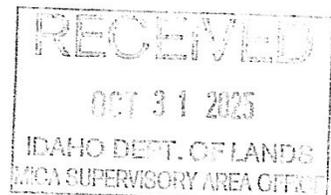


EXHIBIT B

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 8th day of MARCH, 1983, before me, the undersigned Notary Public in and for said State, personally appeared THOMAS D. BROWN, a single man, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



[Signature]
Notary Public in and for the
State of Idaho
Residing at: AMDEN
Comm. Exp.: 10-19-83

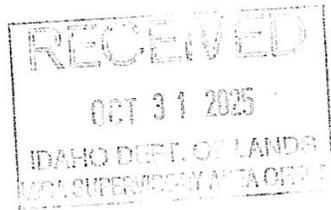
STATE OF IDAHO)
) ss.
County of Kootenai)

On this 8th day of MARCH, 1983, before me, the undersigned Notary Public in and for said State, personally appeared DONNA LEE SWAN and GAIL DENKINS, known to me to be the President and Secretary, respectively, of THE FOBLER MARINA, INC., an Idaho Corporation, the corporation whose name is subscribed to the within instrument, and acknowledged to me that they executed said instrument on behalf of said corporation, and that said corporation executed the same.

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



[Signature]
Notary Public in and for the
State of Idaho
Residing at: AMDEN
Comm. Exp.: 10-19-83



STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)
AT THE REQUEST OF _____
At 05 minutes past 4 o'clock P on
MAY 27 1983
CARGO DEITZ
By Maron Shuffels Deputy
Fee \$ 6.00
Return to _____

STATE OF IDAHO)
COUNTY OF KOOTENAI) ss.
AT THE REQUEST OF _____
At 40 minutes past 4 o'clock P on
MAR 8 1983
CAROL DEITZ
By [Signature] Deputy
Fee \$ 6.00
Return to _____

EXHIBIT C

7:54 AM •

5Guc .ill 100

idl mission statement



The Idaho Department of Lands (IDL) mission is to professionally manage Idaho's endowment assets to maximize long-term financial returns for public schools and other beneficiaries, while simultaneously providing professional assistance to protect and sustain the state's natural resources. [↗](#)

Key aspects of the IDL mission include:

- **Trustee Duty:** Securing the maximum long-term financial return for endowment beneficiaries.
- **Resource Management:** Protecting and sustaining Idaho's natural resources.
- **Safety & Stewardship:** Managing fire, reforestation, and ensuring recreational access does not degrade land value. [↗](#)

idl - Idaho Department of Lands



Home



Search



Notifications



Activity



Proposed Location Of New Gas Lines

- ★ New Pump Out Station
- ★ Existing Gas Pump
- ★ New Gas Pumps
- Relocated Gas Shack
- Existing Gas Shack

— New Gas Lines

NEW PLAN

RECEIVED
JAN 05 2020
IDAHO DEPT. OF LAND & WATER
MICA SUPERVISORY AFFAIRS

