

**60- DAY REAL ESTATE LEASE AGREEMENT
LAKES HIGHWAY DISTRICT BOAT LAUNCHES**

This Real Estate Lease Agreement is between Kootenai County (herein referred to as "LESSEE") and Lakes Highway District (hereinafter referred to as "LESSOR").

LESSOR leases and rents to LESSEE, and LESSEE leases and rents from LESSOR, the real properties described as (hereinafter, "the premises" collectively): Bayview Public Boat Launch, Lower Twin Lakes Boat Launch, and Maiden Rock Boat Launch, the legal descriptions of which are attached hereto Exhibit A.

The primary term of this lease is for a period of two (2) months, commencing on **January 1, 2026**, and terminating on **March 2, 2026**.

The following terms and conditions shall apply so long as this agreement remains in effect:

1. **RENT:** LESSEE agrees to pay LESSOR rent for the premises in the amount of one dollar (\$1.00) for the two-month term.
2. **PROPERTY OF LESSEE:** LESSEE agrees to provide property insurance on the premises described in attached Exhibit "A" and hereby releases, discharges, and agrees to hold harmless and indemnify LESSOR of and from any liability for damage to the property of LESSEE while on the leased premises.
3. **WARRANTIES:** There are no warranties by LESSOR, and LESSEE, in executing this lease, is relying upon its own judgment, information, and inspection of the property.
4. **ALTERATIONS AND IMPROVEMENTS:** The LESSEE maintains the right to improve or repair said properties for the purpose of maintaining a public boat launch. LESSOR shall not be responsible for the repair or maintenance of said property during the term of the lease. All alterations, additions or improvements made by LESSEE shall be the property of LESSOR and surrendered with the premises at termination of this lease. LESSEE agrees that adjacent properties shall continue to have ingress and egress to their properties, and no improvements shall prohibit ingress and egress.
5. **ENTRY BY LESSOR:** LESSOR shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair.
6. **INDEMNIFICATION:** LESSEE agrees to hold harmless and indemnify LESSOR, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages of injury to persons or property which results from the negligence of LESSEE and its officers, employees, and agents that LESSOR may suffer arising out of or in connection with this Lease.

LESSOR agrees to hold harmless and indemnify LESSEE, and its officers, agents, and employees, from and against any and all claims, losses, actions, or judgments for damages of injury to persons or property which results from the negligence of LESSOR and its officers, employees, and agents LESSEE may suffer arising out of or in connection with this lease.

7. HAZARDOUS WASTE: LESSEE agrees not to store, generate, or otherwise use or bring upon the property any hazardous waste as defined by federal, state or local laws or regulations.

8. TIME OF ESSENCE AND DEFAULT: Time is of the essence of this agreement. If LESSEE defaults in any of the terms of this agreement for a period of ten (10) days after written notice of default has been sent by LESSOR, then LESSOR, at its option and in addition to all other legal and equitable remedies, may declare this lease forfeited and terminated and re-enter and repossess the leased premises. Upon such forfeiture and termination, all rights of LESSEE under this agreement shall immediately terminate. Provided, however, that nothing herein shall be considered an election of remedies or limitation of damages.

9. ASSIGNMENT OR SUBLETTING PROHIBITED: LESSEE shall not assign this lease nor sublet the whole or any part thereof without the written consent of LESSOR.

10. USE OF PROPERTY: LESSEE will use the property as boat moorage, boat launch, and loading ramp lot during the term of the lease and shall at all times comply with all applicable laws, regulations and ordinances. The LESSEE's use of the property shall not be changed without the consent of LESSOR. LESSOR agrees to the enforcement of the Kootenai County Parks and Waterways Ordinance on the premises.

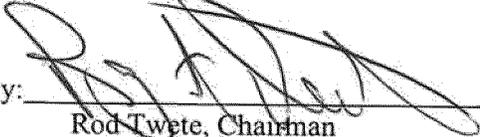
11. ENTIRE AGREEMENT: This is the entire agreement to the parties and can only be modified or amended in writing by the parties.

12. ATTORNEY FEES: If action is brought to enforce the terms or provisions of this lease, or to enforce forfeiture for default, or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.

13. SERVICE OF NOTICES: Any notice may be served upon LESSOR by regular US mail at 17783 N. Pope Road, Hayden, Idaho 83835, and any notice may be served upon LESSEE by regular US mail at P.O. Box 9000, Coeur d'Alene, ID 83816-9000. Service of a notice by regular US mail shall be deemed complete upon the date of the postmark. Either party may change the address for the service of notice by written notice to the other party.

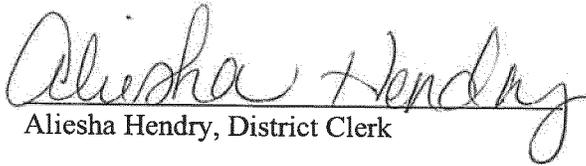
LESSOR:

LAKES HIGHWAY DISTRICT

By: 
Rod Twete, Chairman

Date: 12-24-25

Attest:


Alisha Hendry, District Clerk

LESSEE:

BOARD OF KOOTENAI COUNTY COMMISSIONERS

By: _____
Bruce Mattare, Chairman

Date: _____

Attest:

Jennifer Locke, Clerk

By: _____
Deputy Clerk

EXHIBIT "A"
Real Property Description

PARCEL 1 (Bayview Public Boat Launch)

The Southwesterly one-half of Lot Six (6) and the Northeasterly thirty (30) feet of Lot five (5), Block twenty-eight (28), Plat of Bayview as recorded in Book C of plats, at Pages 88-89 records of Kootenai County, Idaho. Situate in Government Lot 3 of Section 34, T54N, R2W, B.M. Kootenai County, Idaho.

PARCEL 2 (Lower Twin Lakes Boat Launch)

A 50 foot wide strip of public right-of-way identified as "Public Road to Twin Lakes Depot" on the amended plat of Dellar Beach as recorded in Book C of Plats, at Page 124 records of Kootenai County, Idaho, lying between Dellar Street and the shore of Lower Twin Lake. Commonly known as Par 3 Golf Course Road in Government Lot 1 of Section 8, T52N, R4W, B.M. Kootenai County, Idaho.

PARCEL 3 (Maiden Rock Boat Launch)

A 50 foot wide strip of public right-of-way identified as "Co. Road" on the plat of Rhodebeck's Plat of Spirit Lake as recorded in Book B of Plats, at Page 122 records of Kootenai County, Idaho, lying southeasterly and adjacent to Lots 15, 16, 17 and 18, Block A of said plat. Situate in Government Lot 2 of Section 17, T53N, R4W, B.M. Kootenai County, Idaho.