

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
NOV - 5 2013
IDWR/NORTHERN

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
95-14212	Yes ☐		Yes ☐		Yes ☐
95-14211	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: STIMPSON LUMBER COMPANY

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): HAUSER MMM, LLC

New owner(s) as listed on the conveyance document

Name connector

☐ and☐ or☐ and/or2730 PERALTA STOAKLANDCA94607

Mailing address

City

State

ZIP

916-484-6666

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 10/24/2013

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

7. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

8. Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

Date

Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

Date

Receipt No.

Receipt Amt.

Approved by

Processed by

Date

*531673

CLIFFORD T. HAYES 4 P 2433885000
KOOTENAI COUNTY RECORDER
JAJ 10/24/2013 12:01 PM
REQ OF PIONEER TITLE KOOTENAI
COUNTY

RECORDING FEE: \$19.00 DD
Electronically Recorded

AFTER RECORDING, RETURN TO:

Mark C. Leas
Law Offices of Mark C. Leas
3430 American River Drive, Suite 100
Sacramento, California 95864

UNTIL A CHANGE IS REQUESTED,
SEND ALL TAX STATEMENTS TO:

Hauser MMM, LLC
Attn: Edward B. Kangeter IV
2730 Peralta Street
Oakland, CA 94607

WARRANTY DEED

FOR VALUE RECEIVED, **Stimson Lumber Company**, an Oregon corporation (hereinafter Grantor) does hereby grant, bargain, sell, warrant and convey unto **Hauser MMM, LLC** a California limited liability company (hereinafter Grantee), whose current address is 2730 Peralta Street, Oakland, California 94607, the following described premises (hereinafter referred to as Premises):

LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART
HEREOF

TO HAVE AND TO HOLD said Premises, with their appurtenances unto said Grantee, Grantee's heirs and assigns, forever. Said Grantor does hereby covenant to and with Grantee that Grantor is the owner in fee simple of said Premises; that said Premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject, and those made, suffered or done by the Grantee; and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements (if any) of record, and current years taxes, levies and assessments, including irrigation and utility assessments (if any), which are not yet due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

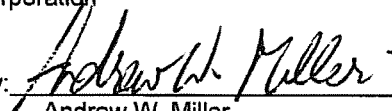
TOGETHER WITH any and all improvements located thereon, all easements, rights of ways and access rights, all water rights, and all other rights of every nature appurtenant to such real property.

DATED this 20th day of October, 2013.

GRANTOR:

STIMSON LUMBER COMPANY, an Oregon
corporation

By:

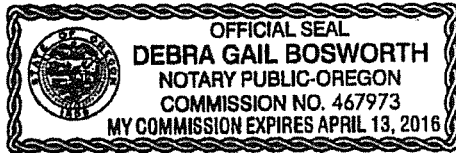


Andrew W. Miller
President and CEO

(NOTARY ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on the 20th day of October, 2013, by Andrew W. Miller as President and CEO of Stimson Lumber Company, an Oregon corporation.



Debra Gail Bosworth
Notary Public for Oregon

EXHIBIT "A"
Legal Description

All that portion of the Southeast quarter of the Southwest quarter and the Southeast quarter, lying South of Main line of the Northern Pacific Railway right of way, EXCEPTING THEREFROM the Y Track and branch line of said Northern Pacific Railway which crosses said land, all in Section 19, Township 51 North, Range 5 West Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

PARCEL C

COMMENCING at the Southwest corner of the Southeast quarter; thence

South 88° 28' 27" East, 50.00 feet to the POINT OF BEGINNING; thence

CONTINUING South 88° 28' 27" East, 713.16 feet; thence

North 1° 31' 33" East, 305.38 feet; thence

North 88° 28' 27" West, 713.29 feet; thence

South 1° 30' 06" West, 305.38 feet to the POINT OF BEGINNING.

EXCEPT that portion contained within County Road.

PARCEL D

BEGINNING at the Southeast corner of the Southwest quarter; thence

South 88° 28' 27" East, along the South line of the Southeast quarter, 50.00 feet; thence

North 1° 30' 06" East, 305.38 feet; thence

South 88° 28' 27" East, 71 3.29 feet; thence

North 1° 31' 33" East, 452.08 feet to a point on the B.N.R.R. CO. R/W, said point being on a non-tangent curve whose center radius bears South 15° 11' 12" West, 1311.63 feet; thence

Westerly along said curve and B.N.R.R. CO. R/W line through a central angle of 24° 49' 47" an arc length of 568.4 1 feet; thence

South 58° 14' 21" West along the B.N.R.R. Co. R/W line 470.28 feet; thence

South 31° 45' 39" East, 97.70 feet; thence

South 88° 29' 54" East, 130.00 feet; thence

South 1° 30' 06" West, 429.98 feet to a point on the South line of the Southwest quarter; thence

South 88° 24' 35" East along the South line of the Southwest quarter 10.00 feet to the POINT OF BEGINNING.

EXCEPT that portion contained within County Road.

PARCEL E

COMMENCING at the Southeast corner of the Southwest quarter; thence

North 88° 24' 35" West along the South line of the Southwest quarter 10.00 feet to the POINT OF BEGINNING; thence

CONTINUING North 88° 24' 35" West, 961.40 feet to a point on the B.N.R.R. CO. R/W; thence

North 58° 14' 21 " East, along the B.N.R.R. CO. R/W line 930.21 feet; thence

South 31°45' 39" East, 97.70 feet; thence

South 88° 29' 54" East, 130.00 feet; thence

South 1° 30' 06" West 429.98 feet to the POINT OF BEGINNING.

EXCEPT that portion contained within County Road.

ALL in Section 19, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

EXCEPTING therefrom that certain Parcel of land as described in Quit Claim Deed recorded November 5, 1998 as Instrument No. 1562152, records of Kootenai County, Idaho.

000778/00926/5007301v2

6001-22488 IN
After Recording, Return To:

Frank L. Torresy, Esq.
700 Pacific Building
520 SW Yamhill
Portland OR 97204

DANIEL J. ENGLISH 6P I 2227258000
KOOTENAI CO. RECORDER Page 1 of 6
AAA Date 08/12/2009 Time 15:04:59
REC-REQ OF NORTH IDAHO TITLE INSURA
RECORDING FEE: 18.00
2227258000 DE 4

EASEMENT FOR ACCESS TO A WELL AND USE THEREOF

FOR VALUE RECEIVED, HAUSER PLANT, LLC, a Washington Limited Liability Company with address at P.O. Box 50591, Idaho Falls, Idaho 83405 ("GRANTOR"), for consideration for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to STIMSON LUMBER COMPANY, an Oregon corporation with address at 700 Pacific Building, 520 SW Yamhill Street, Portland, Oregon 97204 ("GRANTEE"), the following:

A perpetual nonexclusive easement ("Easement") across the tract of land described in Exhibit A attached hereto and incorporated herein by reference (the "Easement Area"), and as depicted in Exhibit B attached hereto and incorporated herein by reference, appurtenant to and for the benefit of the land described as those Portions of Section 19, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as Parcel C, Parcel D, and Parcel E on Corporation Warranty Deed dated December 27, 2004 and Recorded December 29, 2004 as Instrument No. 1921382, Official Records of Kootenai County, Idaho ("Benefitted Land").

TO HAVE TO HOLD said Easement for access to and for the maintenance, repair, improvement, replacement, and operation of an existing Well (the "Well"), including all rights associated with the underground pipe(s) and vent(s) from the Well across the Easement Area and all electrical services to the Well, unto GRANTEE, its successors, and assigns forever.

GRANTOR reserves and shall have the right to install a fire hydrant and/or other facilities which shall be connected to the Well to provide emergency fire suppression facilities and emergency water for fire suppression for the benefit GRANTOR's property described in Exhibit C attached hereto and incorporated herein by reference and other adjacent real property now owned by GRANTOR. GRANTOR may not, as a result of such connection cause any loss, damage, harm or injury to GRANTEE. GRANTOR shall indemnify and hold GRANTEE harmless from any and all loss, damage, harm or injury resulting from GRANTOR's installation, operation, or use of the emergency fire

suppression facilities. GRANTOR shall not be deemed to have caused any loss, damage, harm or injury to GRANTEE solely because of such connection. GRANTOR shall be responsible for the cost of installing, operating, and repairing such emergency fire suppression facilities.

GRANTOR reserves the right to make such other uses of the Easement Area as do not unreasonably interfere with the Easement.

GRANTEE for itself and its successors and assigns, accepts the Easement described herein and acknowledges and agrees to the terms thereof set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 10th day of August, 2009

GRANTOR:

HAUSER PLANT, LLC

By: Stone Management Trust, Manager

Roxine Stone
Roxine Stone, Trustee

GRANTEE:

STIMSON LUMBER COMPANY

William E. Peressini
By: William E. Peressini,
Its: VP Finance / CFO

STATE OF IDAHO)
)
 ss.
County of Bonneville)

On the 10th day of August, 2009, before me the undersigned, CHARLES A. HOMER, a notary public in and for said State, personally appeared Roxine Stone, known or identified to me to be the trustee of the of the Stone Management Trust created under Trust Agreement dated September 22, 1999, known or identified to me to be the manager in the limited liability company of Hauser Plant, LLC, and the manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such manager executed the same in said limited liability company name.

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



[Signature]
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/6/2010

STATE OF OREGON)
)
 ss.
County of MULTNOMAH)

On the 11 day of August, 2009, before me, the undersigned, a notary public in and for said State, personally appeared William E. Peressini, known or identified to me to be the Vice President - Finance and Chief Financial Officer of Stimson Lumber Company, and the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(seal)

Margaret Rodgers
Notary Public for Oregon
Residing at Portland, OR
My Commission Expires: 8-4-2011

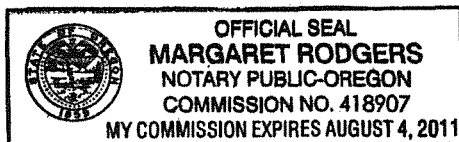


EXHIBIT A

DESCRIPTION OF WELL EASEMENT FOR STIMSON LUMBER

DESCRIPTION of an easement for well access and utilities, being a portion of the Southeast Quarter of Section 19, Township 51 North, Range 5 West, Boise Meridian, County of Kootenai, State of Idaho, more particularly described as follows:

BEGINNING AT the Northwest corner of Parcel "B" as noted on Record of Survey recorded in Book 1 of Surveys, Page 260, records of Kootenai County, Idaho;

Thence South $01^{\circ}31'33''$ West along the West line of said parcel, a distance of 113.00 feet;

Thence North $77^{\circ}15'12''$ East a distance of 62.00 feet;

Thence North $59^{\circ}36'33''$ East a distance of 55.00 feet;

Thence North $20^{\circ}23'03''$ East a distance of 36.01 feet to a point on the North boundary of said parcel, also being the South right of way of the Burlington Northern Railroad;

Thence along said north boundary along a non-tangent curve to the left having a radius of 1365.53 feet, through a central angle of $05^{\circ}10'39''$ (the long chord of which bears North $72^{\circ}12'16''$ West a distance of 123.35 feet) with a radial line in of South $20^{\circ}23'03''$ West and a radial line out of North $15^{\circ}12'24''$ East for an arc length of 123.39 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: approximately 8883 square feet or 0.2 acres of land, more or less.

Prepared on: 27 July 2009
Prepared for and on behalf of Taylor Engineering Inc.
Prepared by David M. Seese, PLS
Project No. 09-C010

L:\09C010-STIMSON MILL HAUSER\survey\09C010 Well Easement 072709.doc

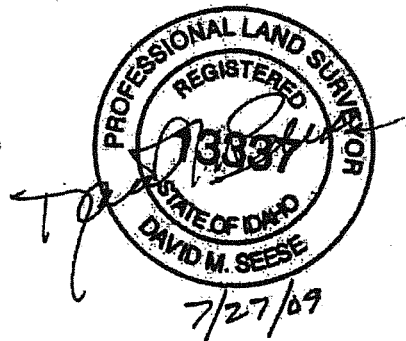
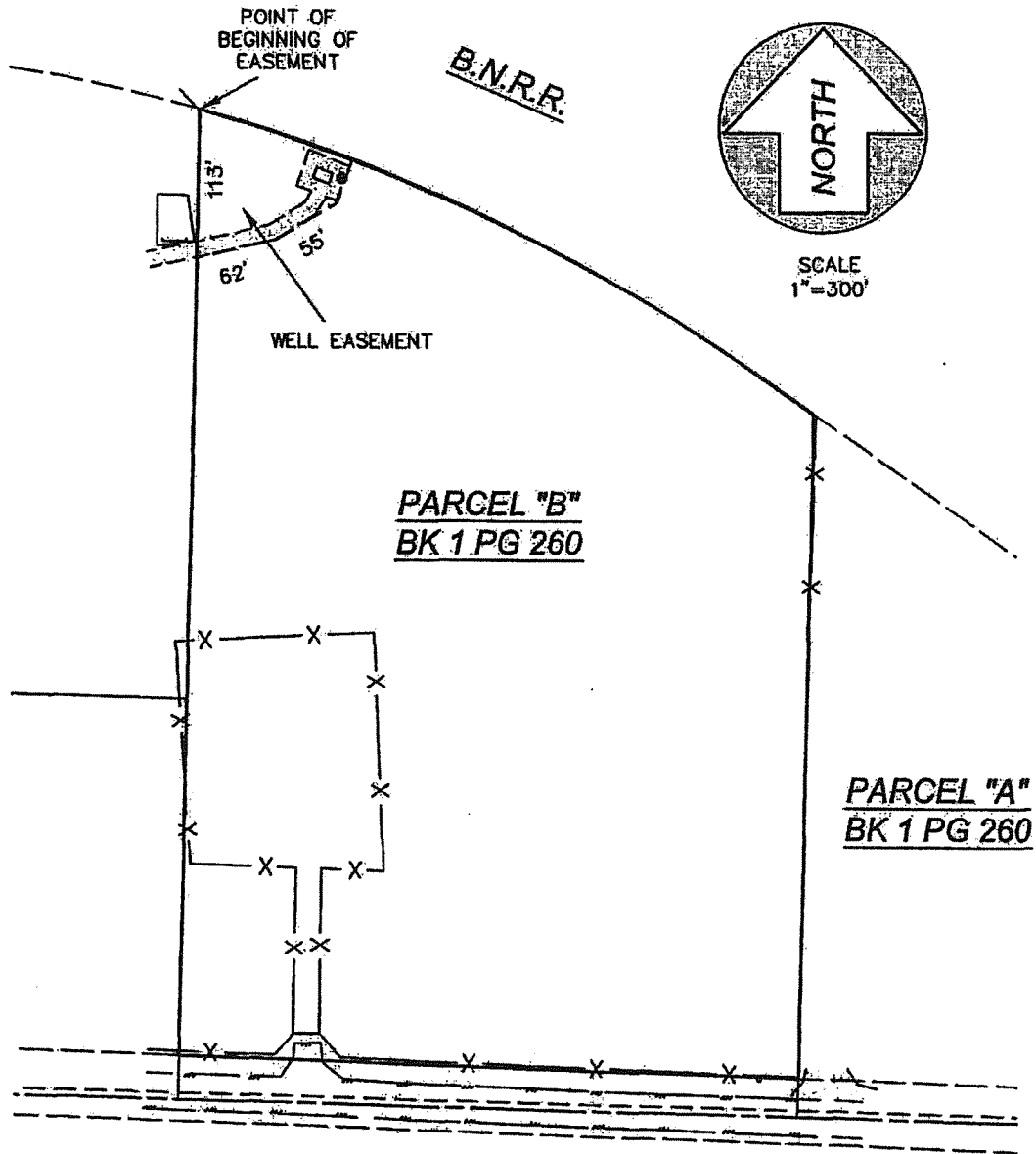


EXHIBIT B

EXHIBIT FOR WELL EASEMENT



THIS MAP IS FOR EXHIBIT PURPOSES ONLY AND
DOES NOT CONSTITUTE A PROPERTY BOUNDARY
SURVEY

5 - Easement for Access to a Well and Use Thereof

EXHIBIT C

THE GRANTOR PROPERTY

PARCEL B:

COMMENCING AT THE SOUTHWEST CORNER OF THE
SOUTHEAST QUARTER IN SECTION 19, TOWNSHIP 51 NORTH,
RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;
THENCE SOUTH 88°28'27" EAST, ALONG THE SOUTH LINE OF THE
SOUTHEAST QUARTER, 763.16 FEET TO THE POINT OF
BEGINNING;
THENCE CONTINUING SOUTH 88°28'27" EAST, 477.22 FEET;
THENCE NORTH 1°31'33" EAST, 538.0 FEET TO A POINT ON THE
B.N.R.R. CO. R/W;
THENCE NORTH 54°48'48" WEST, ALONG THE B.N.R.R. CO. R/W
LINE, 51.49 FEET TO THE BEGINNING OF THE 1365.53 FOOT
RADIUS CURVE TO THE LEFT;
THENCE NORTHWESTERLY ALONG THE SAID CURVE AND
B.N.R.R. CO. R/W LINE THROUGH A CENTRAL ANGLE OF
20°00'00", AN ARC LENGTH OF 476.66 FEET;
THENCE SOUTH 1°31'33" WEST, 757.46 FEET TO THE POINT OF
BEGINNING.
EXCEPT THAT PORTION CONTAINED WITHIN COUNTY ROAD.