

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership IDWR / NORTH

RECEIVED
NOV 14 2017

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?
95-17079	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Cherry Tree Timber LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Stimson Lumber Company
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or ☐ and/or
- 520 SW Yamhill #700 Portland OR 97204
Mailing address City State ZIP
- 503-222-1676 dbosworth@stimsonlumber.com
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: 8/30/2017
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] Vice President - Resources 11/7/2017
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by N/A Date — Receipt No. N/A Receipt Amt. —
Approved by 2W Processed by _____ Date _____

RECEIVED
NOV 16 2017
IDWR / NORTH

JIM BRANNON 5 P 2610709000
KOOTENAI COUNTY RECORDER
PRP 9/6/2017 1:36 PM
REQ OF FIRST AMERICAN TITLE -
KOOTENAI
RECORDING FEE: \$15.00 DD
Electronically Recorded

After Recording Return to:

Until a Change is Requested, all tax
statements shall be sent to:

Stimson Lumber Company
Attn: Deb Bosworth
520 SW Yamhill, Suite 700
Portland, OR 97204

Stimson Lumber Company
520 SW Yamhill, Suite 700
Portland, OR 97204

SPECIAL WARRANTY DEED

628964

FOR VALUE RECEIVED, CHERRY TREE TIMBER LLC, a Delaware limited liability company (the "Grantor"), whose address is c/o The Molpus Woodlands Group LLC, 654 N. State Street, Jackson, MS 39202, does hereby grant, bargain, sell and convey unto STIMSON LUMBER COMPANY, an Oregon corporation (the "Grantee"), whose address is 520 SW Yamhill, Suite 700, Portland, OR 97204, the real property situated in Kootenai County, Idaho and described in Exhibit "A" attached hereto (the "Property").

TO HAVE AND TO HOLD the Property, with all appurtenances unto the said Grantee, its successors and assigns forever. Grantor does hereby covenant to and with the said Grantee that Grantor is the owner in fee simple of the Property and that the Property is free from all encumbrances created or suffered by Grantor except the matters described in Exhibit "B" attached hereto ("Permitted Encumbrances"). Subject to the Permitted Encumbrances, Grantor will warrant and defend the Property against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Executed as of August 28, 2017 and effective as of August 30, 2017.

[Signature and notary acknowledgment appear on the following page]

After Recording Return to:

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Attn: Deb Bosworth
520 SW Yamhill, Suite 700
Portland, OR 97204

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Executed as of August 28, 2017 and effective as of August 30, 2017.

[Signature and notary acknowledgment appear on the following page]

[Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantor executed this Special Warranty Deed as of the date first written above.

GRANTOR:

CHERRY TREE TIMBER LLC,
a Delaware limited liability company

By: The Molpus Woodlands Group, LLC
Its: Authorized Agent and Property Manager

By: [Signature]
Name: Ken Sewell
As its: Chief Operating Officer

STATE OF MISSISSIPPI

COUNTY OF Forrest

On this 28th day of August, 2017, before me Morgan Miller, a Notary Public of said State, personally appeared Ken Sewell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as COO of The Molpus Woodlands Group, LLC, the Authorized Agent and Property Manager of Cherry Tree Timber LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, in his capacity as COO, as and for the act and deed of said limited liability company, he signed, sealed and delivered the above and foregoing Special Warranty Deed.



(Seal)

Morgan Miller
Notary Public
My Commission expires: 12/20/19

EXHIBIT A

Description of the Property

Real property in the County of Kootenai, State of Idaho, described as follows:

THE FOLLOWING LYING WITHIN KOOTENAI COUNTY, IDAHO:

TOWNSHIP 52 NORTH, RANGE 5 WEST, BOISE MERIDIAN:

Section 30: Government Lots 3, 4, and 5; the Northeast Quarter of the Southwest Quarter

TOWNSHIP 52 NORTH, RANGE 6 WEST, BOISE MERIDIAN:

Section 25: All

TOWNSHIP 53 NORTH, RANGE 4 WEST, BOISE MERIDIAN:

Section 34: The West half of the Southwest quarter

TOWNSHIP 53 NORTH, RANGE 5 WEST, BOISE MERIDIAN:

Section 22: Government Lots 3 and 7

Section 23: Government Lots 4, 5, 6 and 7

Section 27: The North half of the Northeast Quarter

EXHIBIT B

Permitted Encumbrances

1. Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property.
2. The current year's and subsequent year's real property taxes and assessments, which taxes and assessments are not yet due and payable.
3. Any "rollback" or similar taxes (all of which are the responsibility of Grantee).
4. Restrictions on Grantee's ability to build upon or use the Property imposed by any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority.
5. Any state of facts relevant to title which an accurate survey or an inspection of the Property would reveal, including but not limited to the location of boundary lines, improvements, parties in possession and encroachments.
6. All previous leases, reservations, exceptions and conveyances (including but not limited to leases) of record of the oil, gas and associated hydrocarbons, minerals and mineral substances and royalty and other mineral rights and interests.
7. The rights of upper and lower riparian owners to the free and unobstructed flow of the water of any rivers, streams or creeks without diminution or pollution, and the consequence of any past or future change in the location of same.
8. Title to that portion of the Property lying between the high and low water marks of any navigable rivers, streams or creeks, and rights of upper and lower riparian owners in and to same.
9. Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders.
10. Lack of access to any portion of the Property.
11. Easement from Cherry Tree Timber LLC to Carmona Tristar, LLC, Jackson Timberland Opportunities-Tristar, LLC and Jamestown Forestlands LLC dated August 2017, to be recorded as of the date hereof.

12. Subject to liens for any taxes deferred by virtue of the designation of the subject property as Forest Lands, as provided in Section 63-1701, et seq., Idaho Code.

13. The policy or policies when issued will not insure against loss arising by reason of any lack of a right of access to and from the land. Affects: Sec.30-52-5W, Sec. 34-53-4W, Sec 22, 23, 27-53-5W

14. Easement granted to Inland Power & Light Co., recorded March 18, 1980, as Instrument No. 836293 Affects: Sec 25-52-6W

Werner, Linda

From: Debra Bosworth <dbosworth@stimsonlumber.com>
Sent: Thursday, November 16, 2017 8:40 AM
To: Werner, Linda
Subject: Re: Ownership Change on Water Right 95-17079
Attachments: POI REC Kootenai Deed.pdf

Linda,

Here you go. Thanks for the follow up.

Deb Bosworth

Real Estate Transaction Manager

Corporate Paralegal

Stimson Lumber Company

520 SW Yamhill, Suite 700

Portland, OR 97204

Direct: 503.306.4651/ Shortel Ext: 7651

Fax: 971.200.2712

Cell: 503.449.2215

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From: "Werner, Linda" <Linda.Werner@idwr.idaho.gov>
Date: Thursday, November 16, 2017 at 8:08 AM
To: Debra Bosworth <dbosworth@stimsonlumber.com>
Subject: Ownership Change on Water Right 95-17079

To: Deb Bosworth
Stimson Lumber

Hello,

We have received the change of ownership information you recently sent us for Cherry Tree Timber claim number 95-17079. Thank you for that.

However, the warranty deed enclosed for proof of ownership was not for the legal description described in 95-17079. You sent us information for T48N and 49N, R5E and 6E. This particular piece of property encompasses T52N R5W Sections 30 and 25.

* Shredded incorrect deed on 11-16-17 L.W.

Please send us the deed for the correct piece of property. Upon receipt we will make the necessary ownership change. I would appreciate it if you could send it in as soon as possible as we are currently completing recommendations for claims in your area and will be submitting Director's Reports shortly. You will be receiving correspondence regarding this claim once the Report has been submitted.

*Linda Werner
Water Resource Agent, Sr.
Idaho Department of Water Resources
Northern Region
(208) 762-2802*