

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

MAY 06 2020

IDWR/NORTH

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of a water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
92-10991	Yes ☒	Yes ☐	✓ 92-10986 CR	Yes ☐	Yes ☐
92-10987	Yes ☒	Yes ☐	✓ 92-10988 CR	Yes ☐	Yes ☐
✓ 91-7867 CR	Yes ☐	Yes ☐	✓ 92-10989 CR	Yes ☐	Yes ☐
✓ 91-7872 CR	Yes ☐	Yes ☐		Yes ☐	Yes ☐
✓ 92-10985 CR	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: JACKSON TIMBERLAND OPPORTUNITIES TRISTAR LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): State of Idaho, Department of Lands
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- Statehouse Boise ID 83720
Mailing address City State ZIP
208.334.0200 OR 208.666.8662 mandersen@idl.idaho.gov
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: 12/21/2018
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE #

91-7867

8. Signature: [Signature] Division Administrator-Operations 5/6/20
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 NS Date 5-6-20 Receipt No. N036056 Receipt Amt. \$725
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by NS Date 9/11/2020

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
**INSTRUCTIONS FOR FILING A
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All persons owning or claiming ownership of a water right or claim are required to provide notice to the Department of Water Resources (IDWR) of any change in ownership of any part of the water right or claim or of any change in the owner's mailing address within 120 days of the change. Forms to report ownership changes and/or to update an address are available on IDWR's website at www.idwr.idaho.gov. In addition, all new owners of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

A notice is required for changes in ownership from one individual to another, from an individual to a business entity (even if the business is owned by the individual), or from one business entity to another (even if both businesses are owned by the same individual). Adding or removing a name is considered an ownership change which requires the submission of evidence to support the change and the filing fee.

Separate brochures describing the adjudication of water rights and the ownership change notice requirement are available from IDWR. Please contact your nearest IDWR office if you would like more information or need help completing this form. A list of IDWR offices is on page 2 of these instructions, or you can call 1-800-451-4129. Water right information can be found on the department's website using the Water Right and Adjudication Search link at www.idwr.idaho.gov.

Please note:

- Unlike licensed or decreed water rights, which are real property, water right permits, applications for new water rights, and applications to transfer existing water rights are considered the personal property of the permit holders/applicants. Permit holders and applicants must assign their interest in a permit and/or application to the new owner. Assignment forms are available on the department's website at www.idwr.idaho.gov, or from any IDWR office. The fee for an assignment of permit is \$25. There is no charge for an assignment of application for permit or application for transfer.
- If you want to change or add a point of diversion, place of use, season of use, or purpose of use of a water right, you must file an Application for Transfer. The ownership of a water right can also be updated through the transfer process.
- The combined portions of a divided ("split") water right cannot exceed the total flow rate, volume, or period of use of the original right.
- IDWR has no jurisdiction concerning easements, rights-of-way, and zoning matters. The buyer and seller must make these provisions where necessary.

LINE INSTRUCTIONS:

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be divided ("split") to provide you your share of each right. Mark the box "Yes" if a division of the water right is required.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, and the water rights are held by the organization, please do not use this form to record a change. Please contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but you do not know the numbers, you may contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. Fill in the name of the current water right holder/claimant.
3. Fill in each name as listed on the conveyance document and complete the current contact information. For water rights, IDWR will update the ownership to the individual(s)/entities listed on the conveyance document. For active adjudication claims, IDWR will update the claimant information to match the conveyance document unless the new claimant provides good cause for the variance.
4. You may have acquired only a portion of the water right(s) held by the seller. If you did not acquire the entire water right/property, please check the appropriate box. Water rights are often conveyed as an appurtenance to the land where they are used, and the conveyance document for the land often does not have specific language regarding the water right. Please read your deed or other conveyance document carefully to be sure. When the conveyance document does not specifically address water rights, it will be assumed that the water rights are to be split proportionate to the amount of land acquired.

5. Indicate the date the water rights and/or adjudication claims were conveyed to you. This may be the date of closing in the case of a real estate transaction, the date a contract was signed, or the date of a court order.
6. If you are unsure about the status of your water right in the Water Supply Bank, go to: www.idwr.idaho.gov/apps/ExtSearch/WSBSearch/WSBSearch.aspx, input your water right number and click "Search." If you find your water right is in the Water Supply Bank and you want to release it so you can use it, you can download the Request to Release form from the forms portion of our website: www.idwr.idaho.gov. Your water right may not be available for immediate release if rented by another water user.
7. **ATTACHMENTS:**

IDWR cannot process this change without **documentation of ownership**. The documentation may be in the form of a deed, court decree or other conveyance document. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. You may obtain this information from the assessor's office in the county where the property is located. Items that are **not** conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.

Submit a **plat map, survey map, or aerial photograph** of the place of use for each water right or claim listed in item #1 (if necessary to clarify division of water rights or complex property descriptions). If your right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent aerial photograph with the irrigated acres outlined and point(s) of diversion clearly marked. You also have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov. It is not necessary to obtain a new survey for purposes of this form before contacting IDWR.

The Idaho Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication or the Northern Idaho Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the **filing fee** is \$25 per water right, except for those water rights that will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right.

If the water right is leased to the Water Supply Bank and there is more than one owner, a **Lessor Designation** form must be completed to specify who the designated lessor will be. Each of the owners must sign the Lessor Designation form.

An **IRS Form W-9** is required for all ownership changes pertaining to water rights leased to the Water Supply Bank. Refer to instructions in section 6 above to determine if the water right undergoing an ownership change is leased to the Water Supply Bank. An IRS W9 form can be downloaded from the Department's website: www.idwr.idaho.gov.

8. One of the new owner(s) must sign the form in the space(s) provided. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.

When you have completed the Notice of Change in Water Right Ownership, retain a copy and **file the original form, necessary attachments, and filing fee with the IDWR office nearest you. Ownership changes for water rights leased to the Water Supply Bank should be sent to the State Office.**

IDWR Northern Region
7600 N Mineral Dr, Ste 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Eastern Region
900 N Skyline Dr, Ste A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301-5858
(208) 736-3033

~ OR ~

IDWR State Office
322 East Front St, 6th Floor
P.O. Box 83720
Boise, ID 83720-0098
(208) 287-4800

Instrument # 932550
Bonner County, Sandpoint, Idaho
12/21/2018 09:45:13 AM No. of Pages: 6
Recorded for: FIRST AMERICAN TITLE - KOOTENAI
Michael W. Rosedale Fee: \$15.00
Ex-Officio Recorder Deputy njanes
Index to: WARRANTY DEED

File No. : 700867

Document Type: Warranty Deed

Bonner

File No. : 700867

Document Type: Warranty Deed

Recording Requested By and
When Recorded Return to:

STATE OF IDAHO,
IDAHO DEPARTMENT OF LANDS,
300 North 6th Street, Suite 103
Boise, Idaho 83720-0050

700867

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

STATE DEED NO. AD498

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), is made this 21st day of December, 2018, by **JACKSON TIMBERLAND OPPORTUNITIES-TRISTAR, LLC**, a Delaware limited liability company, whose mailing address is c/o Molpus Woodlands Group, 654 N. State St., Jackson, MS 39202 ("Grantor"), and the **STATE BOARD OF LAND COMMISSIONERS**, whose mailing address is 300 North 6th Street, Suite 103, Boise, Idaho 83720-0050 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, and to Grantee's heirs and assigns forever, all of the following described real property located in Bonner County, State of Idaho, which property (the "Property") is legally described as follows, to-wit:

[See Exhibit "A", attached hereto]

SUBJECT TO: Permitted Exceptions identified in Exhibit "B", attached hereto.

TOGETHER WITH any reversions, any remainders, rents, issues and profits therefrom, and all estate, right, title and interest in and to the Property, as well in law as in equity, of Grantor.

NONMERGER: Any conservation easement currently existing on the Property is intended to be perpetual in nature. No merger shall occur in the event the underlying fee interest in the Property, or any portion thereof, and the holder of the conservation easement are transferred to the State of Idaho or any subdivision or agency thereof, or are acquired by the same person or entity. The interests in the conservation easements and in the underlying fee shall remain and shall continue to be managed as separate estates.

TO HAVE AND TO HOLD the Property and the appurtenances unto Grantee, and to Grantee's heirs and assigns forever. Grantor covenants to Grantee that Grantor is the owner in fee simple of the Property; that the Property is free from encumbrances created or suffered by Grantor, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

In construing this Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, Grantor has executed the within instrument the day and year first above written.

GRANTOR:

JACKSON TIMBERLAND OPPORTUNITIES-TRISTAR, LLC, a Delaware limited liability company

Dated: 12/21/18

By: [Signature]
Ken Sewell, Chief Operating Officer
Of The Molpus Woodlands Group, LLC,
A Mississippi limited liability company,
Its Authorized Agent and Property Manager

STATE OF MISSISSIPPI)
County of Jonest)ss.

On this 19th day of December, 2018, before me, a Notary Public in and for said State, personally appeared Ken Sewell, known or identified to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Chief Operating Officer of **THE MOLPUS WOODLANDS GROUP, LLC**, a Mississippi limited liability company, as the Authorized Agent and Property Manager of **JACKSON TIMBERLAND OPPORTUNITIES-TRISTAR, LLC**, a Delaware limited liability company, and that for and on behalf of the said limited liability company, in his capacity as Authorized Agent and Property Manager, 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)



Stacey C. Baucum
Notary Public for State of Mississippi
Residing at: Lamar Co, MS
My Commission Expires: 03-01-19

EXHIBIT "A"

BONNER COUNTY:

JTO9:

Township 59 North, Range 1 West, Boise Meridian, Bonner County, State of Idaho:

Section 3:

**All that portion of Government Lots 1, 2 and 3;
The South half of the Northeast quarter;
The Southeast quarter of the Northwest quarter
lying East of the Burlington Northern Railroad right-of-way,
EXCEPT therefrom the Spokane International Railroad right-of-way.**

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Any fact, circumstance or condition, not known to Grantor, that may be shown by a current survey or physical inspection of the Property.
2. Any and all applicable federal, state and local laws, rules, regulations and ordinances.
3. The rights of others not known by Grantor arising in connection with any agricultural, forest or open space use programs of any agency of the State of Idaho or the United States in which the Property may be enrolled or subject.
4. Any right of others not known by Grantor in or to any federal, state or county road or publicly maintained right-of-way existing on the Property.
5. The rights of others in or to any railroad tracks or related facilities and related easements not known by Grantor traversing the Property.
6. To the extent a tract included in the Property is bounded or traversed by an ocean, or any navigable river, stream, branch or lake:
 - a. the rights of upper or lower riparian owners and the rights of others to navigate any such ocean, or navigable river, stream, branch or lake;
 - b. the right, if any, of any neighboring riparian owner or the public or others to use any such public waters, and the right, if any, of the public to use any beaches or shores for recreational purposes;
 - c. any claim of lack of title to the Property formerly or presently comprising the shores below the ordinary high water mark or bottomland of navigable waters, or as a result of the change in the boundary due to accretion or avulsion; and
 - d. any portion of the Property which constitute sovereignty lands or any other land that may lie within the bounds of navigable rivers as established by applicable law.
7. All oil, gas and other minerals or mineral-like substances of any kind or character, or rights related thereto, as may previously have been reserved by or conveyed to others by any lawful predecessor of Grantor pursuant to any instrument of record in the appropriate office of the county recorder.
8. Any liability or obligation affecting the Property that Grantee has specifically contractually agreed to assume pursuant to an Assignment and Assumption Agreement between Grantor and Grantee dated on or prior to the date hereof.
9. Easement for right of way granted to Pacific Gas Transmission Company, recorded November 19, 1959, as Instrument No. 73274 (affects: 3-59-1W).
10. Easement for access granted to WH Field Co., Inc., recorded July 28, 1965, as Instrument No. 101894 (affects: 3-59-1W).
11. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which

may exist by reason thereof, disclosed by Record of Survey recorded May 7, 2007, as instrument number 728243 (affects: 3-59-1W), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

12. Reservation of all oil and gas and other minerals, by document recorded May 9, 2007, as Instrument No. 728519, together with the appurtenant rights to use the surface of the land. (affects: 3-59-1W)

13. Easement for Conservation granted to The State of Idaho, acting by and through the State Board of Land Commissioners, recorded December 1, 2010, as Instrument No. 802443.

Certain Assurance by Riley Creek Lumber Company, recorded December 1, 2010 as Instrument No. 802445. Affidavit to Supplement Previously Recorded Document recorded December 22, 2010 as Instrument No. 803521.

Affects: (3-59-1W)

14. Provisions in deed to Jackson Timberland Opportunities-Tristar, LLC, a Delaware limited liability company, recorded August 27, 2012, as Instrument No. 831377 (all).

15. Reciprocal Access Easement Agreement upon the terms, conditions and provisions contained therein:

Parties: Tristar Idaho Timberlands LLC, a Delaware limited liability company etal

Recorded: December 26, 2012, Instrument No. 837415 (all)

16. Provisions in deed to Jackson Timberland Opportunities-Tristar, LLC, a Delaware limited liability company, recorded February 9, 2016, as Instrument No. 885295 (all).

17. That certain Timber Reservation Agreement by and between Grantor and Grantee dated of even date herewith and having a term of five (5) years from the date of the recordation of this deed.

RECEIVED
2018 Dec 21 AM 09 55
BENEWAH COUNTY
DEANNA BRAMBLETT, CLERK
282314
FIRST AMERICAN TITLE - KOOTENAI
FEES: \$ 15.00

Recording Requested By and
When Recorded Return to:

STATE OF IDAHO,
IDAHO DEPARTMENT OF LANDS,
300 North 6th Street, Suite 103
Boise, Idaho 83720-0050

700867

Benewah ✓

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

STATE DEED NO. AD499

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), is made this 21st day of December, 2018, by **JACKSON TIMBERLAND OPPORTUNITIES-TRISTAR, LLC**, a Delaware limited liability company, whose mailing address is c/o Molpus Woodlands Group, 654 N. State St., Jackson, MS 39202 ("**Grantor**"), and the **STATE BOARD OF LAND COMMISSIONERS**, whose mailing address is 300 North 6th Street, Suite 103, Boise, Idaho 83720-0050 ("**Grantee**").

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, and to Grantee's heirs and assigns forever, all of the following described real property located in Benewah County, State of Idaho, which property (the "**Property**") is legally described as follows, to-wit:

[See Exhibit "A", attached hereto]

SUBJECT TO: Permitted Exceptions identified in Exhibit "B", attached hereto.

TOGETHER WITH any reversions, any remainders, rents, issues and profits therefrom, and all estate, right, title and interest in and to the Property, as well in law as in equity, of Grantor.

NONMERGER: Any conservation easement currently existing on the Property is intended to be perpetual in nature. No merger shall occur in the event the underlying fee interest in the Property, or any portion thereof, and the holder of the conservation easement are transferred to the State of Idaho or any subdivision or agency thereof, or are acquired by the same person or entity. The interests in the conservation easements and in the underlying fee shall remain and shall continue to be managed as separate estates.

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When Recorded Return to:

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IDAHO DEPARTMENT OF LANDS,
300 North 6th Street, Suite 103
Boise, Idaho 83720-0050

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WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, and to Grantee's heirs and assigns forever, all of the following described real property located in Benewah County, State of Idaho, which property (the "Property") is legally described as follows, to-wit:

[See Exhibit "A", attached hereto]

SUBJECT TO: Permitted Exceptions identified in Exhibit "B", attached hereto.

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TO HAVE AND TO HOLD the Property and the appurtenances unto Grantee, and to Grantee's heirs and assigns forever. Grantor covenants to Grantee that Grantor is the owner in fee simple of the Property; that the Property is free from encumbrances created or suffered by Grantor, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

In construing this Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, Grantor has executed the within instrument the day and year first above written.

GRANTOR:

JACKSON TIMBERLAND OPPORTUNITIES-TRISTAR, LLC, a Delaware limited liability company

Dated: 12/21/18

By: [Signature]
Ken Sewell, Chief Operating Officer
Of The Molpus Woodlands Group, LLC,
A Mississippi limited liability company,
Its Authorized Agent and Property Manager

STATE OF MISSISSIPPI)
County of Forest)ss.

On this 19th day of December, 2018, before me, a Notary Public in and for said State, personally appeared Ken Sewell, known or identified to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Chief Operating Officer of **THE MOLPUS WOODLANDS GROUP, LLC**, a Mississippi limited liability company, as the Authorized Agent and Property Manager of **JACKSON TIMBERLAND OPPORTUNITIES-TRISTAR, LLC**, a Delaware limited liability company, and that for and on behalf of the said limited liability company, in his capacity as Authorized Agent and Property Manager, as and for the act and deed of said limited liability company, he signed, sealed and delivered the above and foregoing Special Warranty Deed.



Stacey C. Baucum
Notary Public for State of Mississippi
Residing at: Lamar Co, MS
My Commission Expires: 03-01-19

EXHIBIT "A"

BENEWAH COUNTY

JTO-15: Parcel 20

Government Lots 1, 2, 3, 4 and the East half of the Northwest Quarter and the East half of the Southwest Quarter of Section 7, Township 45 North, Range 1 West, B.M., records of Benewah County, Idaho.

JTO-18: Parcel 21

Government Lot 1, and the Northeast Quarter of the Northwest Quarter of Section 31, Township 45 North, Range 1 West, B.M., records of Benewah County, Idaho.

JTO-13:

Parcel 26

Government Lots 1, 3, and 4; the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter, Excepting therefrom a part of the Northwest Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, in Section 22, Township 46 North, Range 1 West, B.M., records of Benewah County, Idaho, described as follows:

Beginning at corner of Sections 15, 14, 22, and 23, with tie in traverse;
thence South along Section line 22-23, a distance of 377.92 feet to transit No. 1 at the center line of Railroad Tract;
thence South 68°30' West down Railroad Tract, a distance of 886.21 feet to Station No. 2;
thence South 83°17' West down Railroad Tract, a distance of 484.17 feet to Station No. 3;
thence North 84°37' West down Railroad Tract a distance of 745.10 feet to Station No. 4;
thence South 47°44' West, a distance of 63.60 feet to Station No. 5, which is in the Northeast corner of the meadow and is the point of beginning of tract boundary traverse,
thence South 43°36' West along the east shore of the meadow, a distance of 166.18 feet to Station No. 6;
thence South 17°18' West, a distance of 222.42 feet to Station No. 7;
thence South 9°58' West, a distance of 194.68 feet to Station No. 8;
thence South 5°48' East a distance of 213.59 feet to Station No. 9;
thence South 11°19' West, a distance of 51.64 feet to Station No. 10;
thence South 15°52' West a distance of 240.04 feet to Station No. 11;
thence South 37°35' West a distance of 214.41 feet to Station No. 12;
thence North 88°19' West across the South end of the meadow, a distance of 256.16 feet to Station No. 13 on the East edge of logging road;
thence North 12°17' East along East edge of logging road, a distance of 343.54 feet to Station No. 14;
thence North 5°37' West, a distance of 143.46 feet to Station No. 15;
thence North 14°40' West, a distance of 532.16 feet to Station No. 16;
thence North 10°43' East, a distance of 95.84 feet to Station No 17;
thence North 31°13' East, a distance of 3888.81 feet to Station No. 18 at the intersection of the East edge of logging road and the South boundary of Railroad right-of-way;
thence South 66°36' East along South boundary of Railroad right-of-way, a distance of 342.48 feet to Station No. 19;
thence South 62°35' East, a distance of 225.26 feet to point of beginning.

91-7867
Excepting a parcel, known as Tax #60, and described as follows:

Commencing at Northeast corner Lot 1, Section 22, Township 46 North, Range 1 West, Boise Meridian, thence West 242 feet to St. Joe River; thence Southwesterly 500 feet along St. Joe River, thence East 595 feet to section line, thence North along section line 317 feet to place of beginning all land being in Section 22, Township 46 North, Range 1 West, B.M., records of Benewah County, Idaho,

Also excepting therefrom that portion conveyed to Chicago, Milwaukee, and St. Paul Railway Company by that certain deed Recorded October 2, 1907 in Book C of Deeds, Page 328, Benewah County Records, and that certain deed Recorded February 5, 1909 in Book D of Deeds, Page 293, Benewah County Records.

Parcel 27

All of Section 23, Township 46 North, Range 1 West, B.M., records of Benewah County, Idaho, Excepting therefrom that certain portion deeded to Chicago, Milwaukee, and St. Paul Railway Company by that certain deed Recorded February 6, 1909 in Book D of Deeds, Page 297, Benewah County Records.

JTO-14:

92-10989 } **Parcel 29**

That part of the Southeast Quarter that lies South and East of Canyon Creek, in Section 31, Township 46 North, Range 1 West, B.M., records of Benewah County, Idaho.

JTO-19:

Parcel 33

The South half of Section 29, Township 43 North, Range 2 West, B.M., records of Benewah County, Idaho.

JTO-17:

Parcel 36

All of Section 3, Township 44 North, Range 2 West, B.M., records of Benewah County, Idaho.

Parcel 37

All of Section 4, Township 44 North, Range 2 West, B.M., records of Benewah County, Idaho.

92-10985 } **Parcel 38**

Government Lots 1 and 2, the South half of the Northeast Quarter, and the Southeast Quarter of Section 5, Township 44 North, Range 2 West, B.M., records of Benewah County, Idaho.

Parcel 40

All of Section 7, Township 44 North, Range 2 West, B.M., records of Benewah County, Idaho.

Parcel 41

The East half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, and the South half of Section 8, Township 44 North, Range 2 West, B.M., records of Benewah County, Idaho.

Parcel 51

All of Section 33, Township 45 North, Range 2 West, B.M., records of Benewah County, Idaho, Excepting therefrom that portion conveyed to the Chicago, Milwaukee, and St. Paul Railway Company in that certain deed Recorded May 23, 1914 in Book F of Deeds Page 475, Benewah County Records.

Parcel 52

The Southwest Quarter of the Northwest Quarter, the South Half of Section 34, Township 45 North, Range 2 West, B.M., records of Benewah County, Idaho, Excepting therefrom the portion conveyed to the Chicago, Milwaukee, and Puget Sound Railway Company in that certain deed Recorded March 11, 1910 in Book E of Deeds, Page 123, Benewah County Records.

Parcel 53

All of Section 35, Township 45 North, Range 2 West, B.M., records of Benewah County, Idaho, Excepting therefrom the portion conveyed to the Chicago, Milwaukee, and St. Paul Railway Company in that certain deed Recorded May 23, 1914 in Book F of Deeds, Page 475, Benewah County Records.

JTO-16:

Parcel 81

The Southwest Quarter of the Southwest Quarter, the East half of the Southwest Quarter, and the South half of the Southeast Quarter in Section 17, Township 45 North, Range 3 West, B.M., records of Benewah County, Idaho.

Parcel 82

The North half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 20, Township 45 North, Range 3 West, B.M., records of Benewah County, Idaho.

JTO-12:

Parcel 85

The South half of the Southwest Quarter of Section 14, Township 46 North, Range 3 West, B.M., records of Benewah County, Idaho.

Parcel 90

The South half of the Northeast Quarter, the Southeast Quarter, and the North half of the Northwest Quarter of Section 23, Township 46 North, Range 3 West, B.M., records of Benewah County, Idaho.

Parcel 91

The Southwest Quarter of the Southwest Quarter of Section 24, Township 46 North, Range 3 West, B.M., records of Benewah County, Idaho.

Parcel 92

The Southeast Quarter of the Northwest Quarter, the West half of the Northwest Quarter of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter of the Northwest Quarter, the North half of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter, the Southwest Quarter of the Northwest Quarter, and the West half of the Southwest Quarter in Section 25, Township 46 North, Range 3 West, B.M., records of Benewah County, Idaho.

Parcel 93

The East half of Section 26, Township 46 North, Range 3 West, BM, records of Benewah County, Idaho.

Parcel 96

The Northeast Quarter of the Northeast Quarter of Section 35, Township 46 North, Range 3 West, B.M., records of Benewah County, Idaho.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Any fact, circumstance or condition, not known to Grantor, that may be shown by a current survey or physical inspection of the Property.
2. Any and all applicable federal, state and local laws, rules, regulations and ordinances.
3. The rights of others not known by Grantor arising in connection with any agricultural, forest or open space use programs of any agency of the State of Idaho or the United States in which the Property may be enrolled or subject.
4. Any right of others not known by Grantor in or to any federal, state or county road or publicly maintained right-of-way existing on the Property.
5. The rights of others in or to any railroad tracks or related facilities and related easements not known by Grantor traversing the Property.
6. To the extent a tract included in the Property is bounded or traversed by an ocean, or any navigable river, stream, branch or lake:
 - a. the rights of upper or lower riparian owners and the rights of others to navigate any such ocean, or navigable river, stream, branch or lake;
 - b. the right, if any, of any neighboring riparian owner or the public or others to use any such public waters, and the right, if any, of the public to use any beaches or shores for recreational purposes;
 - c. any claim of lack of title to the Property formerly or presently comprising the shores below the ordinary high water mark or bottomland of navigable waters, or as a result of the change in the boundary due to accretion or avulsion; and
 - d. any portion of the Property which constitute sovereignty lands or any other land that may lie within the bounds of navigable rivers as established by applicable law.
7. All oil, gas and other minerals or mineral-like substances of any kind or character, or rights related thereto, as may previously have been reserved by or conveyed to others by any lawful predecessor of Grantor pursuant to any instrument of record in the appropriate office of the county recorder.
8. Any liability or obligation affecting the Property that Grantee has specifically contractually agreed to assume pursuant to an Assignment and Assumption Agreement between Grantor and Grantee dated on or prior to the date hereof.
9. Release of Damages and Deed to right-of-way Granted to: Kootenai County, Idaho Recorded; May 20, 1914 in Book G of Deeds, Page 109, Benewah County Records.

Affects: 90 ,93
10. An easement as shown below and rights incidental thereto as set forth in a document. Granted to: Kootenai (now Benewah) County Recorded: August 27, 1914 in Book G of Deeds on page 135,

Benewah County Records.

Affects: 85, 90

11. Release of Damages and Deed to right-of-way including terms and provision thereof Grantor: Andrew Dickey Grantee: Kootenai County, Idaho Recorded: August 27, 1914 in Book G of Deeds, Page 132, Benewah County Records.

Affects: 85, 90

12. An easement as shown below and rights incidental thereto as set forth in a document. Granted to: Benewah County, Idaho Recorded: May 2, 1917 in Book G of needs, Page 471, Benewah county Records.

Affects: 90

13. An easement as shown below and rights incidental thereto as set forth in a document. Granted to: Scenic Better-Roads Highway District Recorded: December 19, 1921 in Book J of Deeds, Page 183, Benewah county Records.

Affects: 90

14. A reservation for the purpose shown below and rights incidental thereto as set forth in a document. Recorded: December 28, 1933 in Book W of Deeds, Page 293, Benewah County Records.

Affects: 90

15. A reservation for the purpose as shown below and rights incidental thereto as set forth in a document. Recorded: December 6, 1939 in Book Z of Deeds at page 270, Benewah County Records.

Affects: 52, 53

16. A reservation for the purpose shown below and rights incidental thereto as set forth in a document. Recorded: May 1, 1945 in Book A-2 of Deeds, Page 394, Benewah County Records.

Affects: 92, 93

17. An easement as shown below and rights incidental thereto as set forth in a document. Granted to: Washington Water Power Company Recorded: January 11, 1946 in Book F-2 of Deeds, Page 57, Benewah County Records.

Affects: 85, 90

18. A reservation for the purpose shown below and rights incidental thereto as set forth in a document. Recorded: April 2, 1946 in Book A-2 of Deeds at page 438, Benewah county Records.

Affects: 21

19. An easement as shown below and rights incidental thereto as reserved in a document. Recorded: November 29, 1946 in Book E-2 of Deeds at page 393, Benewah County Records.

Affects: 21

20. A reservation for the purpose shown below and rights incidental thereto as set forth in a document. Recorded: April 9, 1948 in Book A-2 of Deeds at page 554, Benewah County Records.

Affects: 20

21. An easement as shown below and rights incidental thereto as set forth in a document. Granted to: State of Idaho Recorded: December 9, 1959 in Book 8 of Misc., Page 361, Benewah County Records.

Affects: 90

22. An easement as shown below and rights incidental thereto as set forth in a document. Granted to: Washington Water Power Company, a corporation Recorded: September 6, 1972 in Book 154 of Misc. Page 980 as Instrument No. 124389, Benewah County Records.

Affects: 90, 91

23. An easement as shown below and rights incidental thereto as set forth in a document. Granted to: Owners of Record and Purchasers under Contract Recorded: September 18, 1973 in Book 154 of Misc, on Page 1227, Benewah County Records.

Affects: 96

24. An easement as shown below and rights incidental thereto as set forth in a document. Granted to: United States of America Recorded: October 3, 1979 in Book 154 on Page 3465 as Instrument No. 146632, Benewah County Records.

Affects: 33

25. An easement as shown below and rights incidental thereto as set forth in a document. Granted to: Idaho Forest Industries, Inc., an Idaho corporation Recorded: October 9, 1981 in Book 154 page 4544 as Instrument No. 153637, Benewah County Records.

Affects: 91, 92

26. An easement as shown below and rights incidental thereto as reserved in a document. Recorded: September 28, 1993 as Instrument No. 194192, Benewah County Records.

Affects: 91, 92

27. An Exchange of Road Easements upon the terms and conditions contained therein. Parties: Potlatch Corporation, a Delaware corporation and Crown Pacific Limited Partnership, a Delaware Limited Partnership. Recorded: May 4, 2001 as Instrument No. 223103, Benewah County Records.

Affects: 26, 29, 41, 90

28. All Matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by numerous surveys made on said property.

29. Subject to roads as shown on County Tax Maps.

30. Any lack of a right of access to and from the land.

Affects: 21, ptn 92 - W2SW

31. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded February 15, 2008, as Instrument Number 249702, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Affects: 52

32. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded June 23, 2006, as Instrument Number 243139, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Affects: 96

33. Easement granted to Patriot Investments, LLC, recorded March 17, 2003, as Instrument No. 229516.

Affects: 90

34. Paragraphs 1 and 2 of the Exclusions from Coverage are expressly extended to include those laws, ordinances or regulations of an Indian tribe or nation.

Affects: 81,82, 85, 90, 91, 92,93, 96

35. Public Records as defined in this Policy do not include records of an Indian tribe or nation, or any other repository of Indian Land Records, including, but not limited to the Bureau of Indian Affairs Land Titles and Records Office.

Affects: 81,82, 85, 90, 91, 92, 93, 96

36. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded October 20, 2010, as Instrument Number 258450, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Affects: 21

37. Any claim arising from the difference in the mean high water line of the St. Joe River and the meander line as shown by the Original Government Survey.

38. Right, title and interest of the State of Idaho within the natural bed of the St. Joe River below the ordinary high water line, and also excepting any artificial accretions waterward of said ordinary low water line.

39. Reciprocal Access Easement Agreement upon the terms, conditions and provisions contained therein:

Parties: Tristar Idaho Timberlands, LLC, a Delaware Limited Liability Company; Carmona Tristar, LLC, a Delaware Limited Liability Company; Jamestown Forestlands, LLC, a Delaware Limited Liability Company; Cherry Tree Timber, LLC, a Delaware Limited Liability Company; Jackson Timberland Opportunities-Tristar, LLC, a Delaware Limited Liability Company

Recorded: December 26, 2012, Instrument No. 264513

Affects: All

40. Memorandum of Agreement with respect to amended and restated log supply Agreement upon the terms, conditions and provisions contained therein:

Parties: Jamestown Forestlands-C, Inc., Carmona Tristar-CC, Inc and Easton Tree Limited, and Riley Creek Lumber Company, a Nevada corporation

Recorded: July 17, 2013, Instrument No. 266224

Affects: All

41. Memorandum of Agreement with respect to log harvest Agreement upon the terms, conditions and provisions contained therein:

Parties: Jackson Timberland Opportunities-Tristar, LLC, a Delaware limited liability company and JTO Tristar-CC, Inc., a Delaware corporation

Recorded: July 17, 2013, Instrument No. 266226

Affects: All

42. Release and Termination of Reciprocal Access Easement Agreement, recorded August 12, 2013, Instrument No. 266463.

Affects: All

43. Easement granted to John Hancock Life Insurance Company (U.S.A.), Boston Timber Opportunities, LLC, John Hancock Life Insurance Company (U.S.A.) for and to the extent of its separate account No. 72, Hancock Timberland X Inc. Hancock Timberland XI Inc., System Global Timberlands, LLC, Golden Pond Timberlands, Inc., Tristar Idaho Timberlands LLC, recorded August 16, 2013, as Instrument No. 266525.

Affects: All

44. Easement granted to Jamestown Forestlands LLC, Jackson Timberland Opportunities, LLC, Cherry Tree Timber LLC, Carmona Tristar, LLC, recorded August 16, 2013, as Instrument No. 266526.

Affects: All

45. Easement granted to John Hancock Life Insurance Company (U.S.A.), Boston Timber Opportunities, John Hancock Life Insurance Company (U.S.A) for and to the extent of its separate Account No. 72, Hancock Timberland X Inc., Hancock Timberland XI Inc., System Global Timberlands, LLC, Golden Pond Timberlands Inc., Tristar Idaho Timberlands, LLC, recorded August 16, 2013, as Instrument No. 266527.

Affects: All

46. Easement granted to John Hancock Life Insurance Company (U.S.A.), Boston Timber Opportunities, John Hancock Life Insurance Company (U.S.A) for and to the extent of its separate Account No. 72, Hancock Timberland X Inc., Hancock Timberland XI Inc., System Global Timberlands, LLC, Golden Pond Timberlands Inc., Tristar Idaho Timberlands, LLC, recorded August 16, 2013, as Instrument No. 266528.

Affects: All

47. Easement granted to Jamestown Forestland LLC, Jackson Timberland Opportunities, LLC, Cherry Tree Timber LLC, recorded August 16, 2013, as Instrument No. 266530.

Affects: All

48. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded October 8, 2013, as Instrument Number 267035, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Affects: 26

49. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 8, 2014, as Instrument Number 270099, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Affects: 26

50. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded January 16, 2015, as Instrument Number 270384, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Affects: 85, 90, 96

51. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded October 30, 2015, as Instrument Number 272605, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Affects: 85, 96

52. Easement upon the terms, conditions and provisions contained therein:

Parties: Jamestown Forestlands LLC and Carmona Tristar, LLC, Cherry Tree Timber, LLC and Jackson Timberland Opportunities-Tristar, LLC

Recorded: September 19, 2017, Instrument No. 278407

Affects: 36, 52, 53

53. Easement upon the terms, conditions and provisions contained therein:

Parties: Carmona Tristar, LLC and Cherry Tree Timber LLC, Jackson Timberland Opportunities-Tristar, LLC and Jamestown Forestlands LLC

Recorded: September 19, 2017, Instrument No. 278408

Affects: 40, 41, 51, 52, 53

54. Easement upon the terms, conditions and provisions contained therein:

Parties: Jackson Timberland Opportunities-Tristar, LLC and Carmona Tristar, LLC, Cherry Tree Timber LLC, and Jamestown Forestlands, LLC

Recorded: September 19, 2017, Instrument No. 278409

Affects: 21, 36, 37, 38, 40, 41, 51, 52, 53

55. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded May 4, 2015, as Instrument Number 271089, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Affects: 21

56. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded February 8, 2016, as Instrument Number 273361, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial

status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Affects: 38

57. That certain Timber Reservation Agreement by and between Grantor and Grantee dated of even date herewith and having a term of five (5) years from the date of the recordation of this deed.

Shoshone

Recording Requested By and
When Recorded Return to:

STATE OF IDAHO,
IDAHO DEPARTMENT OF LANDS,
300 North 6th Street, Suite 103
Boise, Idaho 83720-0050

497799

700867

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

STATE DEED NO. AD500

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), is made this 21st day of December, 2018, by JACKSON TIMBERLAND OPPORTUNITIES-TRISTAR, LLC, a Delaware limited liability company, whose mailing address is c/o Molpus Woodlands Group, 654 N. State St., Jackson, MS 39202 ("Grantor"), and the STATE BOARD OF LAND COMMISSIONERS, whose mailing address is 300 North 6th Street, Suite 103, Boise, Idaho 83720-0050 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, and to Grantee's heirs and assigns forever, all of the following described real property located in Shoshone County, State of Idaho, which property (the "Property") is legally described as follows, to-wit:

[See Exhibit "A", attached hereto]

SUBJECT TO: Permitted Exceptions identified in Exhibit "B", attached hereto.

TOGETHER WITH any reversions, any remainders, rents, issues and profits therefrom, and all estate, right, title and interest in and to the Property, as well in law as in equity, of Grantor.

NONMERGER: Any conservation easement currently existing on the Property is intended to be perpetual in nature. No merger shall occur in the event the underlying fee interest in the Property, or any portion thereof, and the holder of the conservation easement are transferred to the State of Idaho or any subdivision or agency thereof, or are acquired by the same person or entity. The interests in the conservation easements and in the underlying fee shall remain and shall continue to be managed as separate estates.

TO HAVE AND TO HOLD the Property and the appurtenances unto Grantee, and to Grantee's heirs and assigns forever. Grantor covenants to Grantee that Grantor is the owner in fee simple of the Property; that the Property is free from encumbrances created or suffered by Grantor, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, Grantor has executed the within instrument the day and year first above written.

**JACKSON TIMBERLAND OPPORTUNITIES-
TRISTAR, LLC**, a Delaware limited liability
company

company

By: 

Ken Sewell, Chief Operating Officer
Of The Molpus Woodlands Group, LLC,
A Mississippi limited liability company,
Its Authorized Agent and Property Manager

On this 19th day of December, 2018, before me, a Notary Public in and for said State, personally appeared Ken Sewell, known or identified to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Chief Operating Officer of **THE MOLPUS WOODLANDS GROUP, LLC**, a Mississippi limited liability company, as the Authorized Agent and Property Manager of **JACKSON TIMBERLAND OPPORTUNITIES-TRISTAR, LLC**, a Delaware limited liability company, and that for and on behalf of the said limited liability company, in his capacity as Authorized Agent and Property Manager, as and for the act and deed of said limited liability company, he signed, sealed and delivered the above and foregoing Special Warranty Deed.

Notary Public for State of Mississippi
Residing at: Lamar Co., MS
My Commission Expires: 03-01-19

497799

EXHIBIT "A"

SHOSHONE COUNTY:

JTO-11:

Parcel 178:

The Southwest Quarter of Section 15, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho.

Parcel 179:

The Northwest Quarter of the Southeast Quarter and The South Half of the Southeast Quarter, All in Section 15, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho.

Parcel 188:

The Northwest Quarter of Section 22, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho.

JTO-10

Parcel 223:

The Northwest Quarter of the Southwest Quarter, and the South Half of the Southwest Quarter, All in Section 27, Township 47 North, Range 2 East, B.M., Shoshone County, State of Idaho.

Parcel 224:

The South Half of the Northeast Quarter And The South Half All in Section 28, Township 47 North, Range 2 East, B.M., Shoshone County, State of Idaho.

Parcel 225:

The North half of the Northeast quarter and the Northwest quarter in Section 28, Township 47 North, Range 2 East, B.M., Shoshone County, State of Idaho.

Parcel 226:

The North Half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the Northwest Quarter, the Southwest Quarter and the Southwest Quarter of the Southeast Quarter, all in Section 29, Township 47 North, Range 2 East, B.M., Shoshone County, State of Idaho.

Parcel 227:

The Southeast Quarter of the Southeast Quarter of Section 29, Township 47 North, Range 2 East, B.M., Shoshone County, State of Idaho.

497799

Parcel 228:

The Southeast quarter of the Northeast quarter and the North half of the Southeast quarter in Section 29, Township 47 North, Range 2 East, B.M., Shoshone County, State of Idaho.

Parcel 229:

The North Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter, All in Section 30, Township 47 North, Range 2 East, B.M., Shoshone County, State of Idaho.

Parcel 230:

Lot 4, The Southeast Quarter of the Southwest Quarter, the Northeast Quarter of the Southeast Quarter, and the South Half of the Southeast Quarter, All in Section 30, Township 47 North, Range 2 East, B.M., Shoshone County, State of Idaho.

Parcel 231:

Lots 1-3, inclusive, and the Northeast quarter of the Northwest quarter in Section 30, Township 47 North, Range 2 East, B.M., Shoshone County, State of Idaho.

Parcel 232:

The Southwest quarter of the Northeast quarter, the Southeast quarter of the Northwest quarter, the Northeast quarter of the Southwest quarter, the Northwest quarter of the Southeast quarter, of Section 30, Township 47 North, Range 2 East, Shoshone County, Idaho.

Parcel 233:

The Northeast Quarter, The East Half of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, The North Half of the Southeast Quarter, Lots 2, 3, 4, 5, 6 and 7, All in Section 31, Township 47 North, Range 2 East, B.M., Shoshone County, State of Idaho.

Parcel 234:

Lot 1 in Section 31, Township 47 North, Range 2 East, B.M., Shoshone County, State of Idaho.

Parcel 235:

All of Section 32, Township 47 North, Range 2 East, B.M., Shoshone County, State of Idaho.

Parcel 236:

All of Section 33, Township 47 North, Range 2 East, B.M., Shoshone County, State of Idaho.

Parcel 237:

The Northwest Quarter of the Northwest Quarter of Section 34, Township 47 North, Range 2 East, B.M., Shoshone County, State of Idaho.

497799

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Any fact, circumstance or condition, not known to Grantor, that may be shown by a current survey or physical inspection of the Property.
2. Any and all applicable federal, state and local laws, rules, regulations and ordinances.
3. The rights of others not known by Grantor arising in connection with any agricultural, forest or open space use programs of any agency of the State of Idaho or the United States in which the Property may be enrolled or subject.
4. Any right of others not known by Grantor in or to any federal, state or county road or publicly maintained right-of-way existing on the Property.
5. The rights of others in or to any railroad tracks or related facilities and related easements not known by Grantor traversing the Property.
6. To the extent a tract included in the Property is bounded or traversed by an ocean, or any navigable river, stream, branch or lake:
 - a. the rights of upper or lower riparian owners and the rights of others to navigate any such ocean, or navigable river, stream, branch or lake;
 - b. the right, if any, of any neighboring riparian owner or the public or others to use any such public waters, and the right, if any, of the public to use any beaches or shores for recreational purposes;
 - c. any claim of lack of title to the Property formerly or presently comprising the shores below the ordinary high water mark or bottomland of navigable waters, or as a result of the change in the boundary due to accretion or avulsion; and
 - d. any portion of the Property which constitute sovereignty lands or any other land that may lie within the bounds of navigable rivers as established by applicable law.
7. All oil, gas and other minerals or mineral-like substances of any kind or character, or rights related thereto, as may previously have been reserved by or conveyed to others by any lawful predecessor of Grantor pursuant to any instrument of record in the appropriate office of the county recorder.
8. Any liability or obligation affecting the Property that Grantee has specifically contractually agreed to assume pursuant to an Assignment and Assumption Agreement between Grantor and Grantee dated on or prior to the date hereof.
9. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
10. Lack of a right of access to and from said land. Access may be by way of easements or permits granted by the Bureau of Land Management or the Forest Service. If so, such access is subject to the terms and conditions of such easements or permits. (affects: all parcels)

497799

11. Easement granted to United States of America, recorded October 26, 1932, in Book 64 of deeds, Page 579, Affects parcels 225-228 and 237.
12. Provisions in deed to The United States of America, recorded February 26, 1969, in Book 134 of Deed, page 395. Affects parcel 231 .
13. Easement granted to DAW Forest Products Co., L.P., a limited partnership of the State of Delaware, recorded July 6, 1993, as Instrument No. 357690. Affects parcel 226.
14. Easement granted to Plum Creek Timber Company, L.P., a limited partnership, recorded July 12, 1993, as Instrument No. 357756, Affects parcels 229, 230, 235 and 236.
15. Provisions in deed to Crown Pacific Inland Limited Partnership, an Oregon limited partnership, recorded November 3, 1993, as Instrument No. 359374. Affects parcels 223-237.
16. Provisions in deed to Potlatch Corporation, a Delaware corporation, recorded April 27, 1999, as Instrument No. 388429. Affects parcel 236.

Assigned to Monarch Timber, LLC a Delaware limited liability company, recorded on March 29, 2002, as instrument number 403010. Affects parcel 236.
17. Provisions in deed to Crown Pacific Limited Partnership, a Delaware limited partnership, recorded January 14, 2000, as Instrument No. 392291. Affects Parcels 226-228.
18. Easement for exchange of road granted to Potlatch Corporation and Crown Pacific Limited Partnership, recorded May 8, 2001, as Instrument No. 398264 Affects: parcels 178, 179, and 188.
19. Provisions in deed to Patriot Investments, LLC, a Delaware limited liability company, recorded March 29, 2002, as Instrument No. 403009. Correction Deed recorded February 7, 2003, as instrument no. 407982. Affects parcels 223, 224, 226, 227, 229, 230 and 233-237.
20. Assignment of Access Rights and Assumption Agreement upon the terms, conditions and provisions contained therein:

Parties: Crown Pacific Limited Partnership and Patriot Investments

Recorded: April 2, 2002, Instrument No. 403107. Affects parcels 229-232 and 236
21. Provisions in deed to Patriot Investments, LLC, recorded January 30, 2009, as Instrument No. 449974. Affects Parcels 225, 228 and 231.
22. Provisions in deed to Jackson Timberland Opportunities-Tristar, LLC, a Delaware limited liability company, recorded August 21, 2012, as Instrument No. 468740. Affects parcels 223-237.
23. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded February 13, 2013, as instrument number 471228 (affects: Parcels 178, 179 and 188), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

24. Easement granted to Carmona Tristar, LLC, Cherry Tree Timber, LLC and Jamestown Forestlands, LLC, recorded September 6, 2017, as Instrument No. 490613. Affects parcels 226-236.
25. That certain Timber Reservation Agreement by and between Grantor and Grantee dated of even date herewith and having a term of five (5) years from the date of the recordation of this deed.

497799 '18 DEC 21 AM 10:19

Instrument # 497799

WALLACE, SHOSHONE COUNTY, IDAHO

12-21-2018 10:19:00 AM No. of Pages: 7

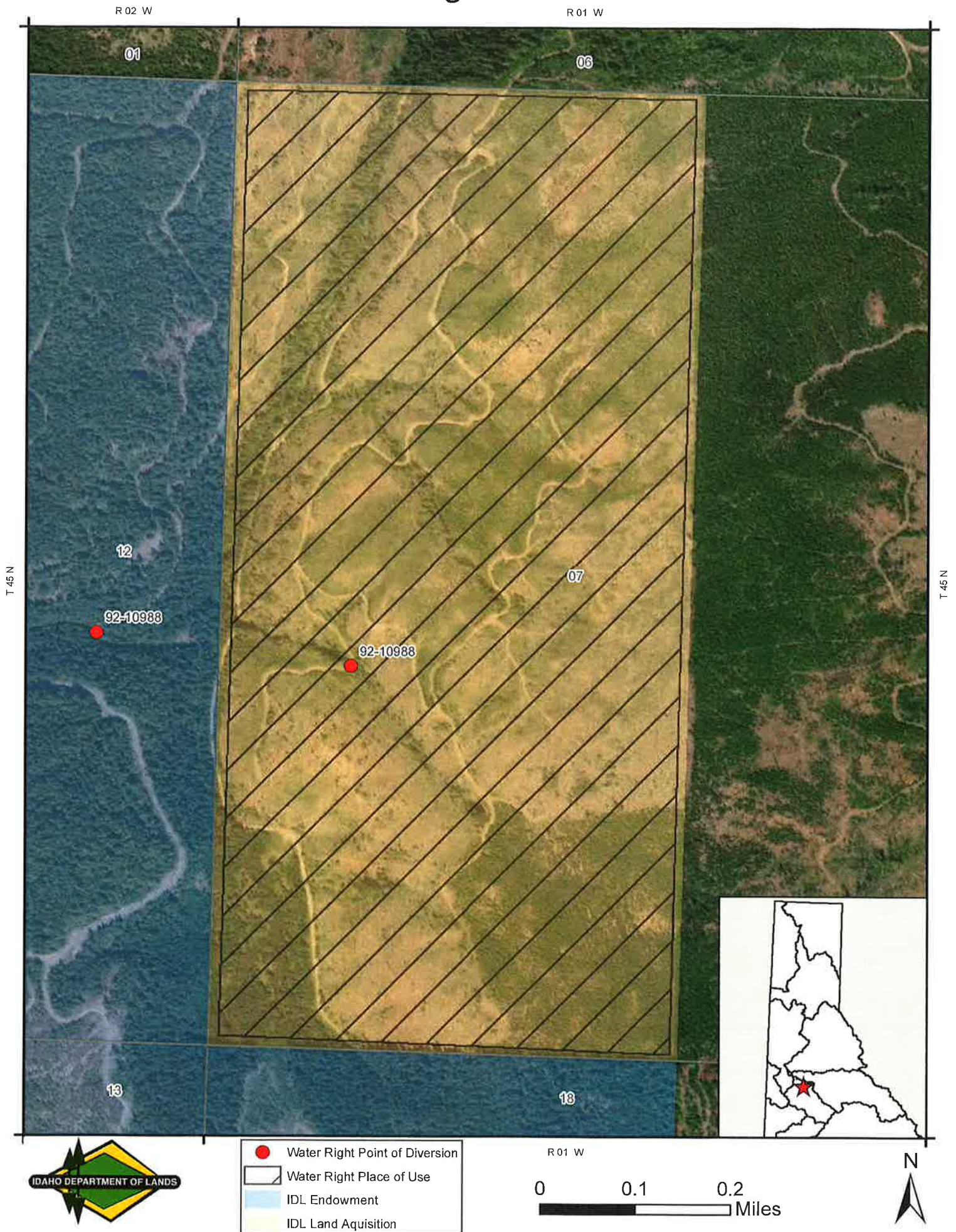
Recorded for : FIRST AMERICAN TITLE CO.

PEGGY DELANGE-WHITE Fee: 16.00

Ex-Officio Recorder Deputy

Index to: SPECIAL WARRANTY DEED

Water Right 92-10988



Water Right 92-10989

R 01 W

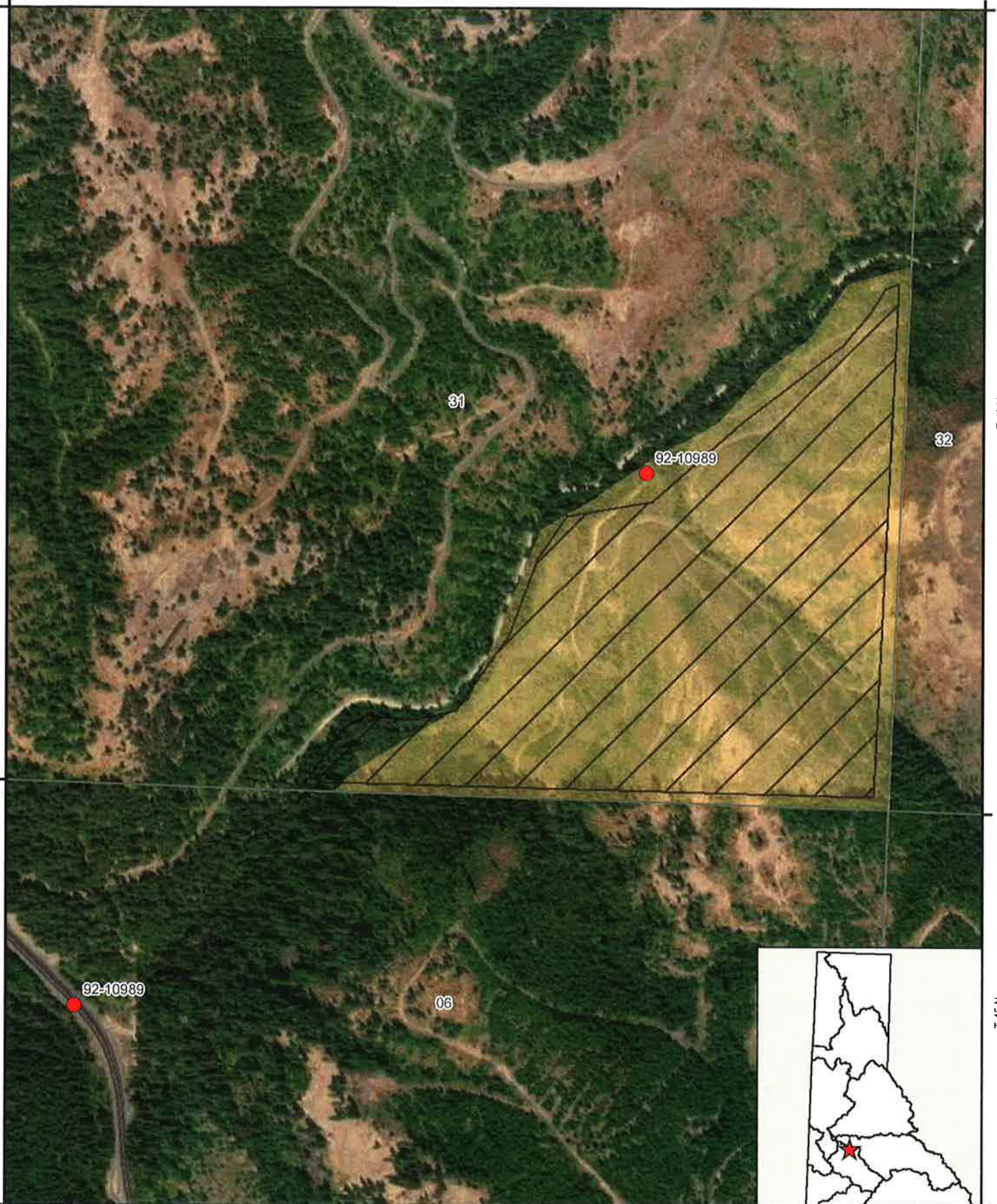
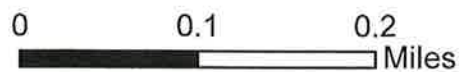
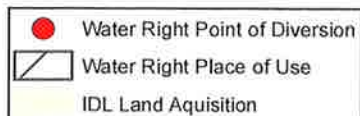
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T 46 N

T 45 N

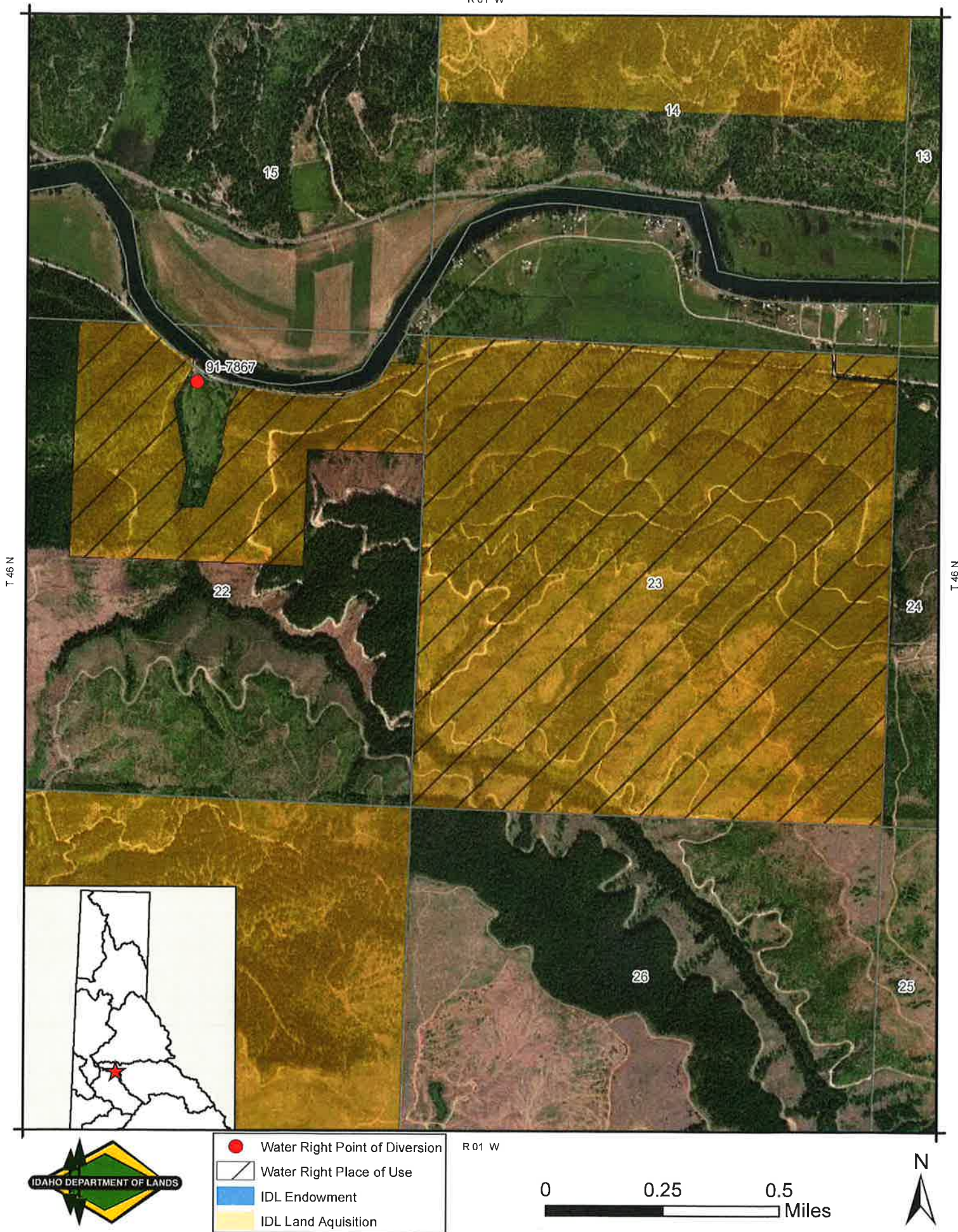
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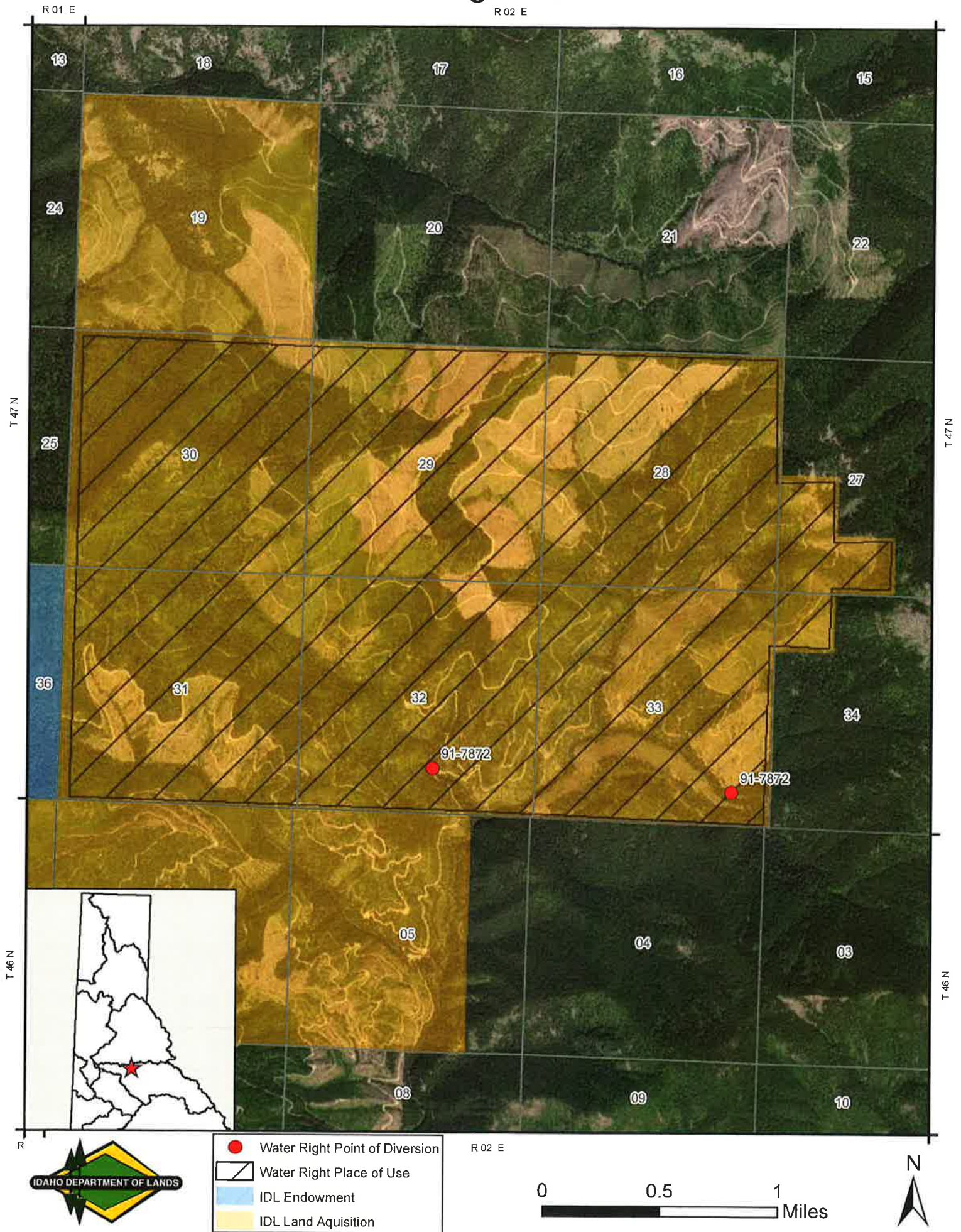


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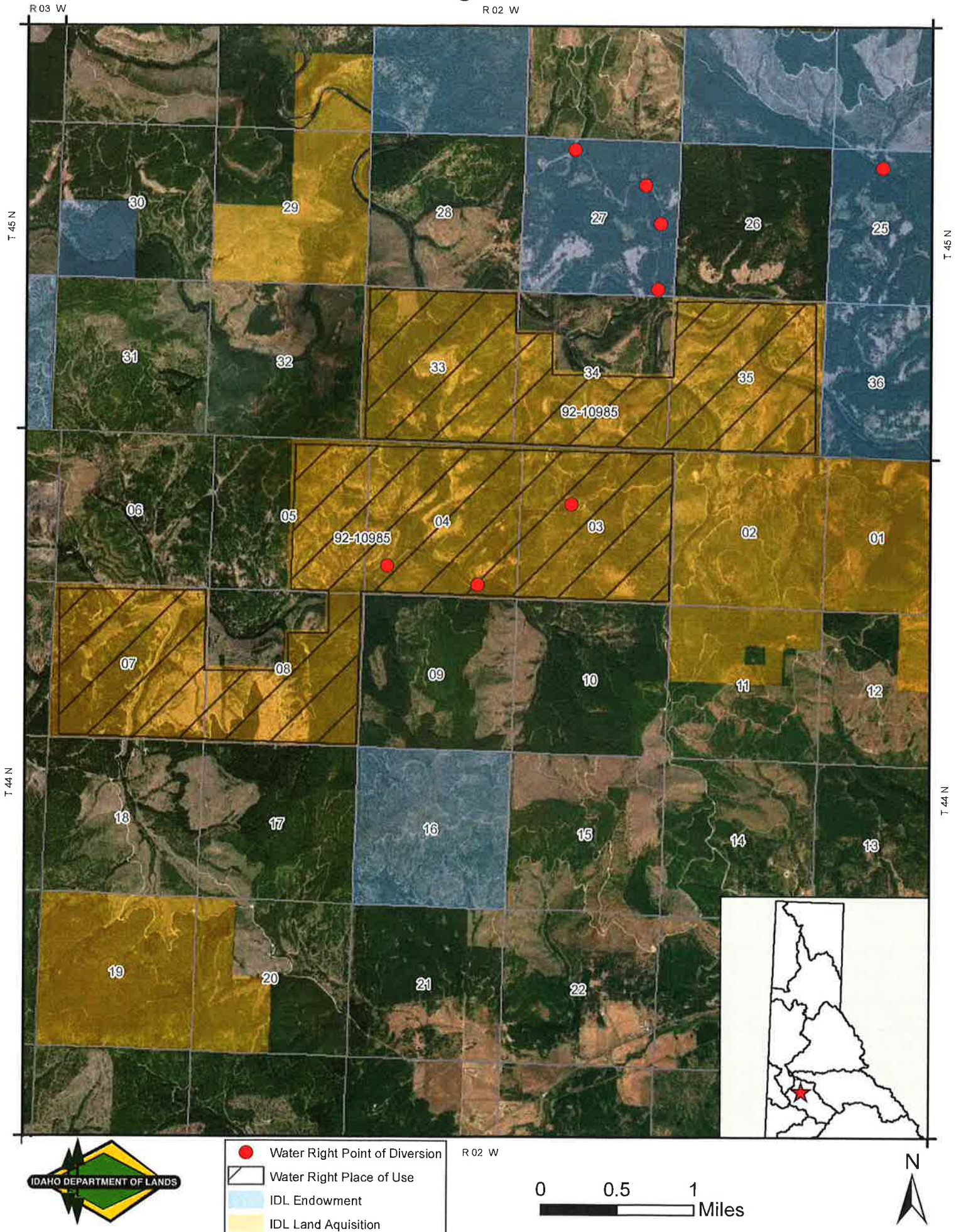
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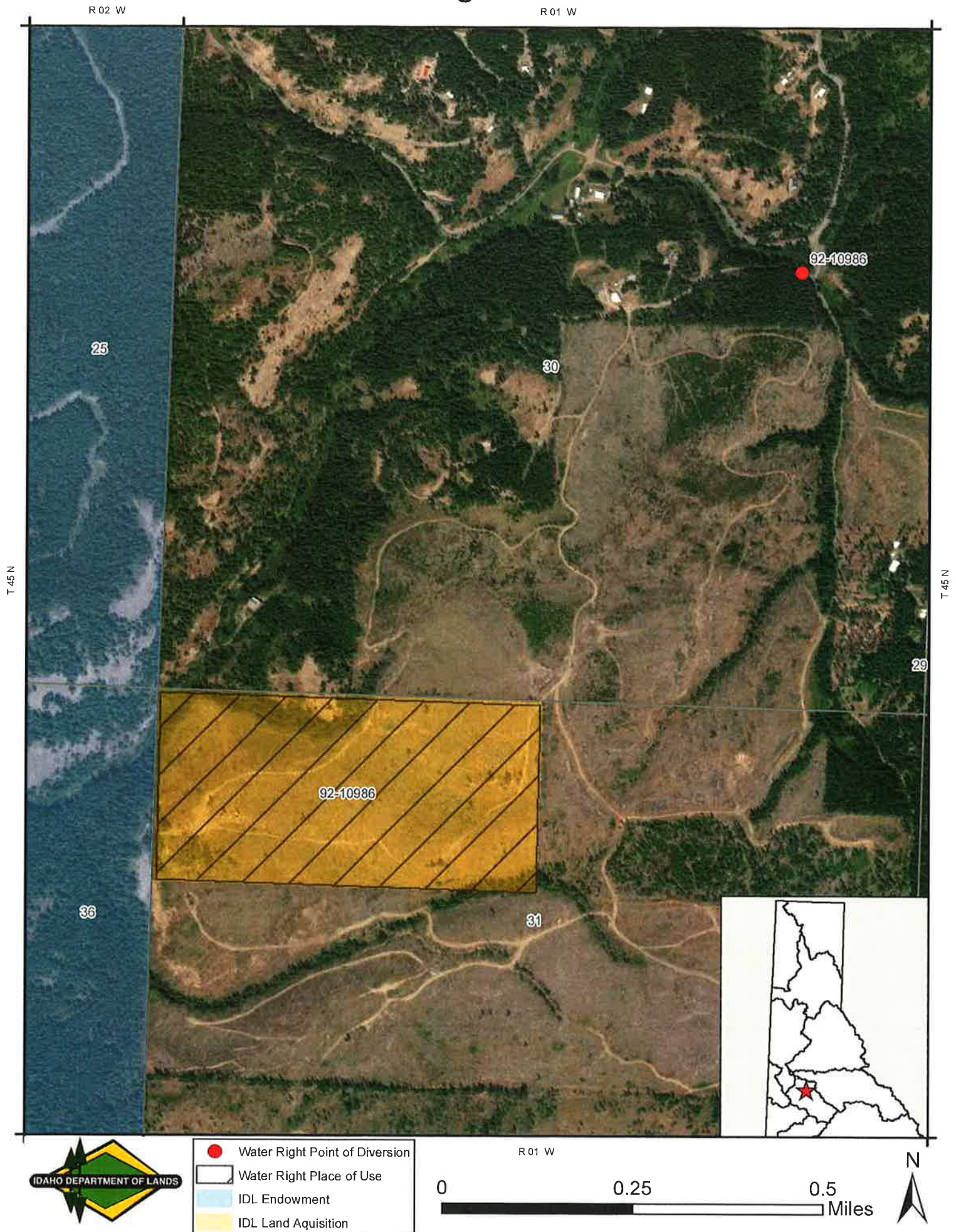
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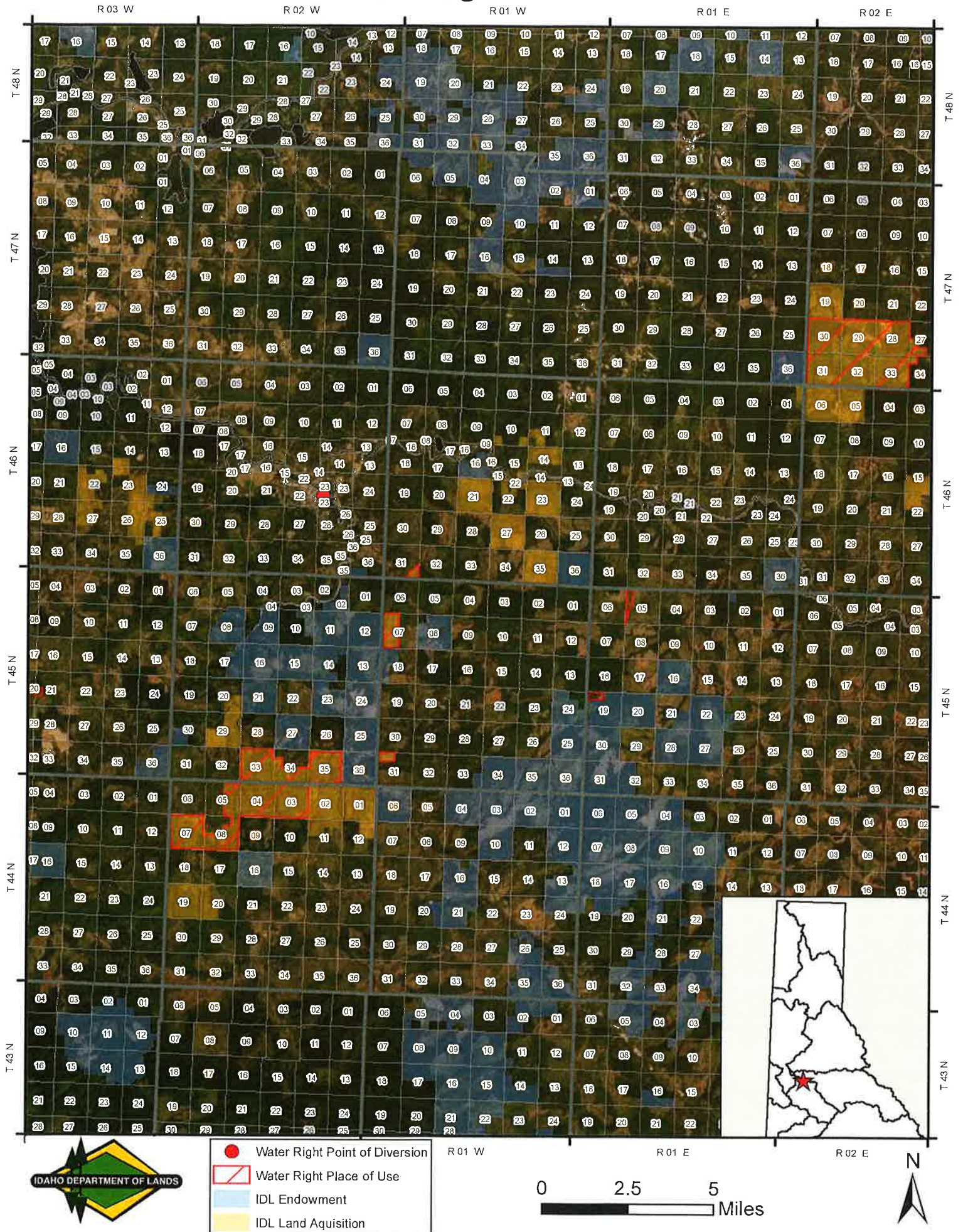
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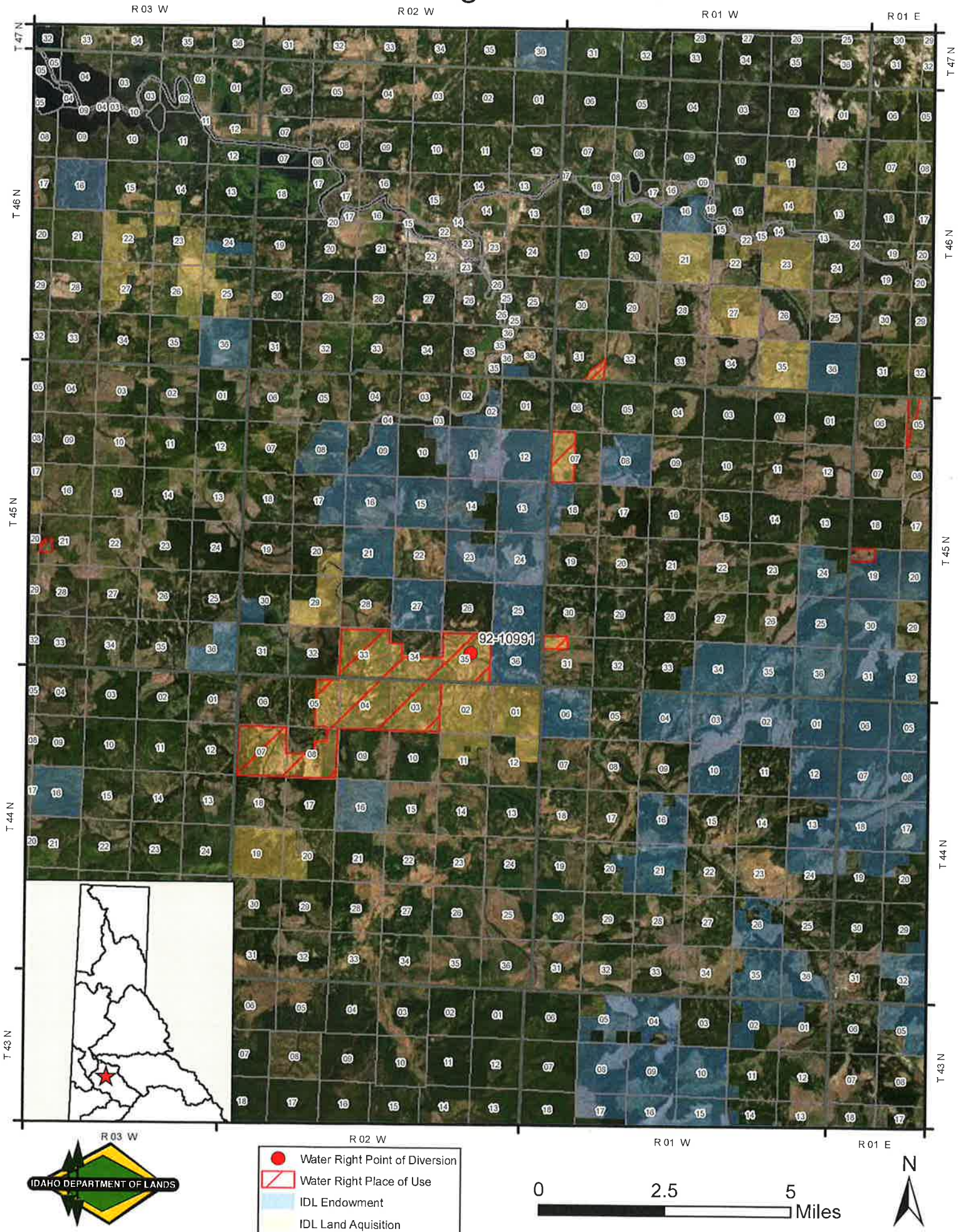
Water Right 92-10986



Water Right 92-10987



Water Right 92-10991





State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N MINERAL DR STE 100 • COEUR D ALENE, ID 83815-7763
Phone: (208)762-2800 • Fax: (208)769-2819 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

September 01, 2020

IDAHO DEPARTMENT OF LANDS
700 W STATE ST FL 2
BOISE ID 83702-5868

Re: Change in Water Right Ownership: 92-10987 (Split into 92-10987 and **92-11111**), 92-10991 (Split into 92-10991 and **92-11112**),

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 762-2813.

Sincerely,

A handwritten signature in blue ink that reads "Natalie Steading". The signature is written in a cursive, flowing style.

Natalie Steading
Tech Records Specialist 1

Enclosure(s)