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FORM 202 Rev. 09/16

Ident. No.

86-12076

WATER RESOURCES
WESTERN REGIONWATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant(s) Alta Forest Products, LLC Phone 360-219-0008
 Name connector (check one): ☐ and ☐ or ☐ and/or
 Mailing address 810 NW Alta Way City Chehalis
 State WA ZIP 98532 Email logacctg@altafp.com
2. Name of representative, if any Luke Machtolf Phone 509-867-6313
 Mailing address 2811 W. Lyons City Spokane
 State WA ZIP 99208 Email lukemachtolf@altafp.com
- a. ☒ Send all correspondence for this application to the representative and not to the applicant OR
☐ Send original correspondence to the applicant and copies to the representative.
- b. ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.
3. Source of water supply Clearwater River which is a tributary of Snake River
4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
36N	5W	31	4		NW	NW	Nez Perce	Clearwater River	RPL365W0813128

5. Water will be used for the following purposes:
- Amount 0.76 cfs for industrial purposes from May 1 to Oct. 30 (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
6. Total quantity to be appropriated is (a) 0.76 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).
7. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source. Aurora 411 BF pump (size 3x4x10C) with a 75 HP electric motor drafting to a 4-inch line. We will broadcast water on logs with tower-mount sprinkler system
- b. Height of storage dam N/A feet; active reservoir capacity N/A acre-feet; total reservoir capacity N/A acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate [Application for Construction or Enlargement of a New or Existing Dam](#). Application required? ☐ Yes ☒ No
- c. Proposed well diameter is N/A inches; proposed depth of well is N/A feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No
- e. If well is already drilled, when? N/A; drilling firm N/A;
 well was drilled for (well owner) N/A; Drilling Permit No. N/A

For Department Use

Received by LE Date 02/03/2020 Time 10:00am Preliminary check by _____
 Fee \$ 50.00 Receipted by LE Receipt No. W048020 Date 02/03/2020
200.00 Ja N035093 6/24/2020

8. Description of proposed uses (if irrigation only, go to item 9):
- Hydropower; show total feet of head and proposed capacity in kW. _____
 - Stockwatering; list number and kind of livestock. _____
 - Municipal; must complete and attach the Municipal Water Right Application Checklist.
 - Domestic; show number of households _____
 - Other; describe fully. watering of logs (to be used for forest products) to prevent checking and loss of value during warmer months, prior to being transported from the log yard.
9. Description of place of use:
- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
 - If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
36N	5W	31					I	I											
							GL3	GL4											

Total number of acres to be irrigated: _____

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? No other water rights are used for the purpose described above.
11. a. Who owns the property at the point of diversion? Port of Lewiston
b. Who owns the land to be irrigated or place of use? Port of Lewiston
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Alta Forest Products is operating under a commercial lease agreement with POL
12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. This application and diversion of water is for preserving the freshness of conifer sawlogs at the Port of Lewiston prior to their final transport. Watering may occur between May 1 and October 30, and will typically be applied at 1-hour intervals, 4-5 times per day. Water will be applied with tower-mounted sprinklers. Watering may be less/more depending on weather conditions during this time period. No water storage is to occur.
13. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).
14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Todd Shopp
Signature of Applicant
Todd Shopp VP of Operations
Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)



THE USAF is not liable for any products to be used in the field.



Corporate Headquarters & Sales
810 NW Alta Way, Chehalis, WA 98532 | 800.599.5596 | 360.219.0008 | altafp.com

**ALTA FOREST PRODUCTS, LLC
CORPORATE OFFICERS**

Name	Position	Address
Kobe Yamamoto	President & CEO	810 NW Alta Way Chehalis, WA 98532
Hiro Nohara	Chief Financial Officer	810 NW Alta Way Chehalis, WA 98532
Todd Shipp	Vice President of Operations	810 NW Alta Way Chehalis, WA 98532
James Venters	Vice President of Sales	810 NW Alta Way Chehalis, WA 98532

Amada Park Sawmill
7127 US Hwy 101
Amada Park, WA 98526

Morton Sawmill
318 State Route 7
Morton, WA 98356

Naples Sawmill
242 Stagecoach Road
Naples, ID 83847

Shelton Sawmill
780 West State Route 108
Shelton, WA 98584

PORT OF LEWISTON

ACCESS AND SERVICES AGREEMENT

This Access and Services Agreement ("Agreement") is made as of May 2, 2019 ("Effective Date"), by the PORT OF LEWISTON, a municipal corporation of the State of Idaho ("Port"), and ALTA, a corporation organized under the laws of the State of Washington ("Alta"), with reference to the following:

- A. Port owns certain property located at the Port of Lewiston, including the dock, buildings and Log Storage areas shown on Exhibit A attached to and made a part of this Agreement (the "Property").
- B. Alta has requested access to portions of the Property for the purposes set forth below, and Port is willing to permit such access on the terms set forth in this Agreement.
- C. Alta has requested that the Port provide certain services to Alta upon request from time to time, and Port is willing to provide such services on the terms set forth in this Agreement.

NOW, THEREFORE, with the intent to be legally bound and for consideration the existence and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Term. The term of this Agreement shall commence on the Effective Date and shall expire on April 30, 2021, unless sooner terminated in accordance with the terms of this Agreement or extended by mutual agreement of the parties in writing. Notwithstanding the foregoing, this Agreement may be terminated at Alta's option at any time by giving at least 30 days prior written notice to the Port, on the condition that Alta pays all sums and performs all obligations due and owing to the Port under this Agreement through the date of termination. This Agreement may be terminated by the Port in the event of the occurrence of a default by Alta under this Agreement that is not cured within 30 days after written notice to Alta.
- 2. License. Port grants to Alta and Alta's Invitees a non-exclusive license (collectively, the "License") (i) to use the dock shown on Exhibit A attached hereto and made a part hereof for loading logs onto barges through the use of a crane provided by Alta; (ii) to use approximately two acres for the storage of logs shown on Exhibit A; (iii) to transport logs from the storage area to the marine dock through the use of equipment provided by Alta; (iv) to store crane and maintenance lubricants in the Terminal Shop Building shown on the attached Exhibit A (the "Terminal Shop Building"); (v) to utilize City of Lewiston municipal water and construct irrigation pipe to water logs, and (vi) to use the restroom in the Terminal Shop Building. As used in this Agreement, "Invitees" means all employees, agents, suppliers, contractors, subcontractors, vendors, representatives, licensees and invitees of Alta when on the Property in such capacities. Alta shall remain on paved roads and

driveways when entering or leaving the Property; shall use reasonable efforts to minimize Alta's interruption of Port's business or development; shall observe all Property rules and regulations, including, without limitation, all security and traffic requirements, so long as Alta has received written notice thereof; and shall repair or replace any damage to the Port's property caused by Alta's exercise of the rights under this Agreement. No tailgating, cooking, loitering, firearms, or weapons of any kind shall be permitted on the Property. Alta shall ensure that such access to the Property is limited only to those Invitees who have a legitimate need to access the Property in connection with the exercise of rights under this Agreement. All other Invitees may be admitted to the Property only with the express prior approval of the Port.

3. Services. The Port shall perform for Alta services of the types described on Exhibit B attached hereto and made a part hereof (the "Services") as may be specified in purchase orders issued by Alta ("Purchase Orders") and accepted by the Port from time to time during the term of this Agreement. Port shall have no obligation to provide any service not listed on Exhibit B, or to accept any Purchase Order unless personnel and equipment are available as necessary to perform the requested Services in accordance with schedule specified by Alta.
4. Consideration: In consideration for the License and Services, Alta shall pay to the Port the fees and charges set forth on Exhibit B attached hereto and made a part hereof. Such fees and charges shall be paid monthly in arrears pursuant to invoices issued by the Port, except as otherwise provided on Exhibit B.

Payment for all utilities (water, sewer, stormwater, and garbage) fees are Alta's responsibility. Alta shall be responsible for all electrical charges and improvements required for operation of Alta's operations and equipment. Alta shall install an electrical power meter for Alta's equipment and electrical charges paid by Alta.

5. Site Preparation. To prepare the site for the activities contemplated by this Agreement, Alta shall be responsible for the cost of all work performed by Alta to prepare the dock for operation of Alta's crane, log handling equipment and log irrigation equipment. In no event shall Alta make any physical alteration to the Property of any kind or description, temporary or not, without the prior written consent of Port, which consent shall not be unreasonably withheld, conditioned or delayed.
6. Reservation of Rights. Alta acknowledges that the Port operates the dock as a public dock and is responsible for providing container throughput services and break-bulk services for the region, and that container and break-bulk volumes can fluctuate. Accordingly, the Port reserves the right to use (and to permit its other customers to use) the dock during the term of this Agreement. Alta shall give Port notice as far in advance as possible of the dates and times when Alta desires to use the dock, and the parties will cooperate with each other to schedule the use of the dock in such a manner that accommodates the reasonable needs of all concerned. For example, without limitation, should a "log" barge be loaded by Alta, the Port

may require that the tug company swap out the "log" barge with a container barge at no cost to the Port, so Port dock workers can unload/load the container barge.

In the event of a dispute between the parties concerning the use of the dock, the Port's good faith determination shall be conclusive.

Whenever the dock is not in use by Alta it shall be kept clear of refuse, so that it may be used by Port and Port's other customers. Upon loading of an Alta barge, Alta shall remove the barge from the dock as soon as reasonably possible.

7. Insurance. Throughout the term of this Agreement, Alta shall obtain and maintain, at Alta's sole cost and expense, and keep in force insurance in accordance with the requirements of Exhibit C attached hereto and made a part hereof.
8. No Warranty. The License is subject to any and all matters of record and those matters which a personal inspection of the Property would reveal. The Port warrants and represents that there are no matters of record which would conflict with Alta's rights expressed in this Agreement. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ALTA ACCEPTS THE LICENSE AND PROPERTY "AS IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ALTA ACKNOWLEDGES THAT NEITHER PORT NOR ANY OF PORT'S REPRESENTATIVES HAVE MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PROPERTY, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO (A) FITNESS, DESIGN, OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (B) THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, (C) THE EXISTENCE OF ANY DEFECT, LATENT OR PATENT, (D) COMPLIANCE WITH LAWS, (E) LOCATION, (F) USE, (G) OPERATION, (H) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE, OR (I) ADEQUACY OF SECURITY MEASURES (INCLUDING SINGLE WATCHMAN PROVIDED BY THE PORT); AND ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY ALTA. ALTA ACKNOWLEDGES THAT THE PROPERTY HAS BEEN INSPECTED BY ALTA AND IS SATISFACTORY TO IT FOR THE PERMITTED USE. ALTA ACKNOWLEDGES THAT IT HAS INVESTIGATED AND MADE ITS OWN DETERMINATION AS TO THE LEVEL OF SECURITY TO BE PROVIDED AT THE PORT. IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN ANY OF THE PROPERTY OF ANY NATURE, WHETHER LATENT OR PATENT, OR THE INEFFECTIVENESS OF SECURITY MEASURES IMPLEMENTED BY THE PORT ON ALTA'S BEHALF, THE PORT SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES. ALTA RELEASES AND DISCHARGES PORT FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT ALTA MAY NOW HAVE OR HEREAFTER HAVE AGAINST PORT RELATING TO THE CONDITION OF THE PROPERTY. ALTA'S WAIVER OBLIGATION HEREUNDER SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Supervision. Alta shall be responsible for and take all precautions as are necessary to avoid an unreasonable risk of injury or damage from Alta's activities to persons using the Property and to real and personal property situated on the Property or adjacent to or abutting the Property. Alta will not disturb the Port or disturb or interfere with the rights of any tenant of the Port or make or permit any disturbances, or any unusual noise, vibration, smell, or other like conditions, on or about the Property. Alta will not commit or suffer any nuisance or waste of the Property. After the discharge of each barge by Alta, Alta shall be responsible for clean-up of refuse sawdust of wood chips on the Property resulting from Alta's activities.
10. Waiver of Responsibility. Notwithstanding anything to the contrary, neither Port nor its commissioners, officers, or employees shall be liable for, and Alta waives, all claims for loss or damage, economic or otherwise, to Alta's property resulting from any accident or occurrence covered by the property insurance that Alta is required to maintain under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, SUCH WAIVER OF RESPONSIBILITY SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF THE PORT, ITS COMMISSIONERS, OFFICERS, OR EMPLOYEES. Notwithstanding anything to the contrary, neither Alta nor its directors, officers, or employees shall be liable for, and the Port waives, all claims for loss or damage, economic or otherwise, to the Port's property resulting from any accident or occurrence covered by the property insurance that the Port is required to maintain under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, SUCH WAIVER OF RESPONSIBILITY SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF ALTA, ITS DIRECTORS, OFFICERS OR EMPLOYEES.
11. Indemnity. Alta shall defend, indemnify, protect, and save harmless Port, and its commissioners, officers, employees, agents, and contractors, from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that: (a) arise from or are in any way connected with any of Alta's activities on the Property prior to or after the date of this Agreement; (b) arise from or are in way connected with any act or omission of Alta or its Invitees; (c) result from any default of this Agreement or any provision hereof by Alta; (d) result from the presence of property or equipment transported or stored by Alta to, from or on the Property; or (e) result from injury to person or property or loss of life sustained in or about the Property due to Alta's activities. The foregoing shall not apply to the extent any of the foregoing is the result of ANY NEGLIGENCE OR OTHER FAULT ON THE PART OF ANY INDEMNITEE. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER SUCH CLAIMS ARE ASSERTED OR INCURRED BEFORE, DURING, OR AFTER THE TERM OF THIS AGREEMENT. Alta's obligations under this paragraph shall survive the termination of this Agreement.

12. Compliance with Law. Alta's exercise of its rights under this Agreement shall be in conformity with safe practices and shall at all times be in compliance with all local, state, and federal laws, statutes, rules, and regulations pertaining thereto.
13. Taxes: Alta shall pay prior to delinquency all taxes assessed against and levied against any equipment and all other personal property stored, transported or used by Alta on the Property from time to time, or by virtue of the License granted hereby or the Services performed by Port in accordance with this Agreement. Without limiting the generality of the foregoing, Alta shall pay prior to delinquency any in lieu taxes as provided in Section 70-1619 Idaho Code (including any interest or penalties thereon) as may be determined to be due and payable by virtue of this Agreement.
14. Maintenance and Repair: Alta shall not cause the portions of the Property occupied or used by Alta to not be in good, safe, and rentable condition, and compliant with all applicable laws, regulations, and codes at its sole cost and expense. Alta shall be responsible, at its sole cost and expense, to repair damage to the marine dock or dock fendering system caused by Alta's operations or the operations of Alta's contractors, subcontractors or agents. During term of this Agreement, at its sole cost and expense, Alta shall make all ordinary and necessary repairs, upkeep, and maintenance to such Property, including any improvements and systems thereon as may be necessary to prevent or repair any damage resulting from Alta's occupancy or use thereof. Provided however, the Alta shall not be responsible for improving the condition of the Property beyond the condition the Property was in prior to Alta's occupancy or use. Such repairs, upkeep, maintenance and improvements shall be compliant with all applicable laws, regulations, and code. Any repairs, upkeep, maintenance and improvements by Alta, whether complete or incomplete, during the term of this Agreement shall be the property of the Licensor without any remuneration to Alta of any kind. Alta hereby waives any rights or interests it has, or may have, in such repairs, upkeep, maintenance and improvements.
15. Hazardous Substances. Neither Alta nor its Invitees shall at any time cause or permit any Hazardous Substances to be brought upon, kept, used or released in, on, or about the Property other than as may be reasonably necessary to maintain Alta's equipment or otherwise conduct Alta's activities expressly permitted or required under this Agreement. Alta shall be responsible for all cleanup costs associated with the release of any Hazardous Substance used in Alta's operations. Hazardous Substances are defined as any hazardous substances, hazardous wastes, or toxic substances, petroleum, petroleum byproducts, or derivatives, as those terms are defined and regulated under CERCLA, 42 U.S.C. § 9601 et seq., RCRA, 42 U.S.C. § 6901 et seq., TSCA, 15 U.S.C. § 2601 et seq., or any similar state statute, regulation, or order.
16. Protection from Liens. Alta shall keep the Property and every part thereof free and clear of any and all liens and encumbrances for work performed by Alta, or on Alta's behalf, on the Property.

17. Surrender. Upon termination of this Agreement, Alta shall promptly (a) remove its personnel, materials, equipment, and personal property from the Property, (b) vacate the Property, (c) complete all repairs and maintenance which are the responsibility of Alta to perform hereunder, and (d) repair any damage to the Property caused by Alta's use thereof or caused by Alta's removal of its materials, equipment, and personal property therefrom. Notwithstanding anything to the contrary, upon termination of this Agreement, any and all lighting, electrical panels or other improvements made to the Property in accordance with this Agreement shall be the property of the Port at all times during and after the term of this Agreement and shall not be removed without the Port's written consent in the Port's sole and absolute discretion.
18. Force. Majeure. Neither party shall be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or imposition of damages relating to noncompliance or default, where such noncompliance or alleged default occurred or was caused by circumstances reasonably beyond the ability of such party to anticipate and control, including, but not limited to, war or riots, national emergencies, civil disturbances, floods or other natural catastrophes.
19. Attorney Fees. If any legal proceeding is initiated to enforce or interpret this Agreement, or to recover damages or obtain other relief based on a breach thereof, the prevailing party in any such proceeding shall be entitled to recover, in addition to any other relief that may be granted, its costs and reasonable attorneys' fees.
20. Notices. All notices shall be in writing, and may be given by facsimile, and shall be effective upon transmission during normal business hours, provided that any notice sent by facsimile is also promptly sent by mail in accordance herewith. Notices may also be delivered by certified mail, return receipt requested, or by reputable overnight courier service. Notices shall be directed to the fax numbers and addresses set forth below the signatures of the parties hereto.
21. Authority. Each person executing this Agreement represents and warrants that this Agreement is the duly authorized act of the party on whose behalf this Agreement is executed, and that he or she is authorized to bind such party to this Agreement.
22. Governing Law: Venue. This Agreement shall be governed by Idaho law and subject to the jurisdiction of the Courts of the State of Idaho.
23. Assignment. Alta shall not assign this Agreement and/or License or sublet or grant license to use the property or any part thereof without the prior written consent of the Port. Any such assignment, subletting, concession, or license, without the Port's consent, shall be void and shall, at the Port's option, terminate this Agreement.
24. Counterparts: Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same agreement. A photographic, photo static, facsimile or other reproduction of a signature to this Agreement, when delivered to evidence the actual

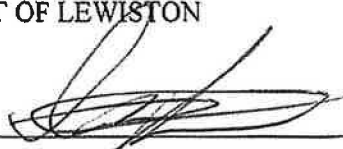
execution of this Agreement by a party hereto, shall be deemed to be the execution of this Agreement by such party. Without prejudice to the binding effect stated above, the parties hereby agree promptly to deliver the original counterpart of this document.

{Signature page follows}

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date(s) set forth below their signature blocks.

Port:

PORT OF LEWISTON

By: 

Date: 5-2-19

Name: David Doeringsfeld

Title: Port Manager

Notice Address:

Port of Lewiston

1626 6th Ave North

Lewiston, ID 83501

Fax No.:

208-743-4243

Alta:

ALTA FOREST PRODUCTS

By: 

Date: 4/22/19

Name: *Eric Oien*

Title: *Procurement Manager*

Notice Address:

ALTA Forest Products

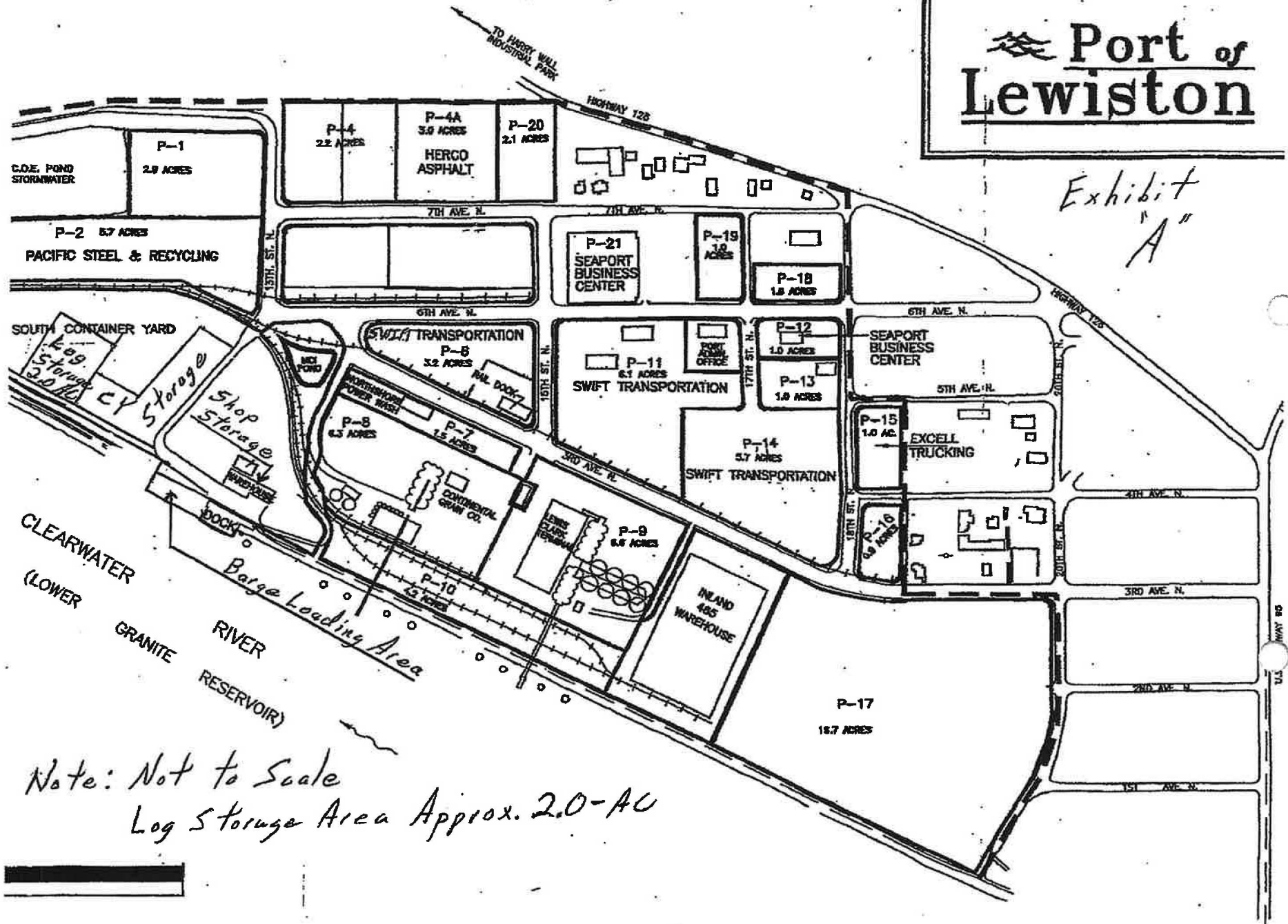
810 NW Alta Way

Chehalis, WA 98532

Fax No.: 360-209-7901

Port of Lewiston

Exhibit
"A"



Note: Not to Scale
Log Storage Area Approx. 2.0-AC

EXHIBIT B
Fees and Charges

Except as otherwise provided in this Agreement, the terms and conditions of the Port of Lewiston Tariff No. 003, Rules and Regulations Governing Port Services and Privileges, Throughput & Other Terminal Charges and Rates, Effective: July 1, 2014 shall apply to this project and for all services provided by the Port of Lewiston. Use of the terminal facilities shall be deemed an acceptance of the Public Tariff along with all specified terms and conditions contained therein. The Public Tariff is posted on the Port's website: <http://portoflewiston.com/intermodal-transportation/public-tariff/>. All charges and fees shall be due within 45 days of the invoice date.

I. License Fees and Charges

Dockage and Wharfage Charge (per barge):

\$2,000 per barge - Not to exceed two days on dock.

Log Storage Area:

\$7,500 per acre per year.

Ground lease shall be pro-rated for actual area used by Alta.

The cost and charges for all utilities shall be the responsibility of Alta.

All expenses of whatsoever nature, of preparing the premises for occupancy by Alta, shall be borne by Alta.

Log Storage Area, Dockage and Wharfage Rates stated above shall remain unchanged during the first twenty-four (24) months of this license. Should this agreement be extended beyond twenty-four months, said rates shall be re-negotiated.

Rental Deposit:

In addition to the said rental, Alta shall pay to the Port of Lewiston on or before the effective date hereof, the additional sum of \$5,000.00. Such sum shall be held by the Port of Lewiston and may be used by the Port of Lewiston toward the curing of any default hereunder. In the event any portion of such sum is used to cure such default, Alta, upon written demand of the Port of Lewiston shall repay any such sum to the Port of Lewiston, it being the intent hereof that the Port of Lewiston shall always hold not less than the sum of \$5,000.00 for such purpose. Any portion of such sum not expended to cure any default, shall be applied against the final months rental hereunder.

II. Service Fees and Charges

Port Crane Services and Charges (pursuant to accepted Purchase Order):

\$600 per hour crane w/operator

Labor Charges (pursuant to accepted Purchase Order):

\$100.00 per hour per person

Hyster 90 Forklift (pursuant to acceptable Purchase Order):

\$150.00 per hour w/ operator.

EXHIBIT C Alta Insurance Requirements

GENERAL LIABILITY INSURANCE (Certificate of Insurance must show the following):

1. Issued on Acord 25 form (Certificate of Insurance)
2. Insurance carrier(s) rated A-IX or better (by A.M. Best)
3. Deductible/ SIR not greater than \$100,000
4. Minimum \$3,000,000 per occurrence limit (primary and umbrella/excess can be combined to achieve minimum limit)
5. Port of Lewiston included as "Additional Insured Endorsement" and a copy of the endorsement provided before operations of Alta are undertaken.
6. Signature by authorized agent

Notice of cancellation can be provided to the Port, if an email address is provided to Alta for such purpose.

Property Insurance on all modules, equipment and other personal property (Evidence of Insurance must show the following):

1. Issued on Acord 27 or 28 form or its equivalent (Evidence of Insurance)
2. Insurance carrier(s) rated A-IX or better (by A.M. Best)
3. Current policy term that does not expire until a minimum of 60 days after the Effective Date
4. All risk/ special form coverage including but not limited to vandalism, malicious mischief, and theft
5. Replacement cost coverage
6. Waiver of coinsurance or agreed amount endorsement or note on evidence of property insurance that there is not a co-insurance provision.

7. Deductible/ SIR not greater than \$25,000
8. Waiver of subrogation in favor of Port of Lewiston, its commissioners, officers, employees, agents and contractors
9. Signature by authorized agent

CERTIFICATE HOLDER

Port of Lewiston
1626 6th Avenue N.
Lewiston, Idaho 83501



ALTA
FOREST PRODUCTS

Corporate Headquarters & Sales
810 NW Alta Way, Chehalis, WA 98532 | 800.599.5596 | 360.219.0008 | altafp.com

Adam Frederick
Water Rights Supervisor
Idaho Dept. of Water Resources
Northern Regional Office

RECEIVED

FEB 05 2020

RE: Alta Forest Products, LLC Application for Permit

IDWR / NORTH

Dear Mr. Frederick:

Alta Forest Products, LLC is submitting an Application for Permit for industrial use of water at the Port of Lewiston. Enclosed is our application packet. We kindly request funds be transferred from receipt N035093 and applied to this application. Enclosed is a check for the additional \$50.00 needed for the total \$250.00 application fee.

Thank you for assistance and please contact me with any questions.

Sincerely,

Luke Machtolf
Forester
Alta Forest Products, LLC
509-867-6313

Amanda Park Sawmill
7127 US Hwy 101
Amanda Park, WA 98526

Morton Sawmill
318 State Route 7
Morton, WA 98356

Naples Sawmill
242 Stagecoach Road
Naples, ID 83847

Shelton Sawmill
780 West State Route 108
Shelton, WA 98584



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene ID 83815-7763

Phone: (208) 762-2800 • Fax: (208) 762-2819

Website: idwr.idaho.gov • Email: northerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

February 10, 2020

ALTA FOREST PRODUCTS LLC
810 NW ALTA WAY
CHEHALIS, WA 98532-7648

Application For Permit No. 86-12076

Dear Applicant(s):

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the LEWISTON TRIBUNE on 2/20/2020 and 2/27/2020. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

Tammy Alleman
Administrative Assistant

CC:

LUKE MACHTOLF
2811 W LYONS AVE
SPOKANE, WA 99208-4554

Alleman, Tammy

From: Alleman, Tammy
Sent: Monday, February 10, 2020 2:21 PM
To: 'Sujata.Connell@deq.idaho.gov'; 'zachary.swearingen@idfg.idaho.gov'; 'Ian Bridges'; Golden, Kala; Skoro, Emily
Subject: Request for Comments on WR# 86-12076
Attachments: 86-12076 Application for Permit.pdf

Dear Interested Agencies:

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced Water Right application. You can find copies of the application attached to the email and also at: <http://www.idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>.

This office can publish notice of the application as soon as the initial review is completed; therefore, your prompt response to this request is appreciated. If your agency desires to formally protest the approval of the application, you may do so after the notice is published by filing a written protest along with a \$25.00 filing fee within 10 days after final publication. **The deadline for comments on the application is March 9, 2020.**

Please contact the Northern Region Office at (208) 762-2800 if you have any questions regarding the application.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
Email: Tammy.Alleman@idwr.idaho.gov
Phone: (208) 762-2800
Fax (208) 762-2819*

Alleman, Tammy

From: Alleman, Tammy
Sent: Monday, February 10, 2020 2:19 PM
To: 'legals@lmtribune.com'
Subject: Legal Notice
Attachments: Legal Notice for 86-12076.doc

Please publish the enclosed legal notice in the Lewiston Tribune on the dates indicated **February 20th and February 27th, 2020** (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately. Please send a proof once you have the article ready for print for our review.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before **March 9, 2020**. Your cooperation is appreciated.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
Email: Tammy.Alleman@idwr.idaho.gov
Phone: (208) 762-2800
Fax (208) 762-2819*

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

86-12076

ALTA FOREST PRODUCTS LLC

810 NW ALTA WAY

CHEHALIS, WA 98532-7648

Point of Diversion L4(NWNW)

S31 T36N R05W

NEZ PERCE County

Source CLEARWATER RIVER

Tributary SNAKE RIVER

Use: INDUSTRIAL

05/01 to 10/30 0.76 CFS

Total Diversion: 0.76 CFS

Date Filed: 2/3/2020

Place Of Use: INDUSTRIAL

T36N R05W S31

L3(NENW) L4(NWNW)

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Northern Region office at (208) 762-2800. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Northern Region, 7600 N MINERAL DR STE 100, COEUR D ALENE ID 83815-7763 together with a protest fee of \$25.00 for each application on or before 3/9/2020. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 2/20/2020 and 2/27/2020