

RECEIVED

APR 19 2019

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESIDWR / NORTH **Notice of Change in Water Right Ownership**

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. 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?
98-4122	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Moyie Springs Lumber Co.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Idaho Forest Group, LL.C.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 687 W. Canfield Ave. Coeur d'Alene ID 83815
Mailing address City State ZIP
(208)762-6632 kesser@idfg.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: October 10, 2008
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.

8. Signature: [Signature] CFO, Idaho Forest Group, LL.C. 10/23/2018
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 JA Date 4-19-19 Receipt No. N034193 Receipt Amt. 25.00
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 12-20-19

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Mark A. Norby
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, OR 97204

STATE OF IDAHO
County of Boundary
Filed by: Boundary Abstract
on 10-20-08 at 11:35
Glenda Foster
County Recorder C. Foster
By Day
Fee \$ 27.00 chg
Mail to Ba

239678

(Space Above For Recorder's Use)

GRANT DEED BOUNDARY COUNTY

For ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **MOYIE SPRINGS LUMBER COMPANY, LLC**, an Idaho limited liability company ("**Grantor**"), grants, bargains, sells and conveys to **IDAHO FOREST GROUP LLC**, a Delaware limited liability company ("**Grantee**"), whose address is 171 Highway 95 N, Grangeville, ID 83560, and its successors and assigns forever, the following described real property in Boundary County, Idaho (the "**Property**"):

See attached **Exhibit A**.

SUBJECT TO the matters listed on attached **Exhibit B**.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anyway appertaining to the Property herein described as well as in law and in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of the Property; that the Property is free from all encumbrances created or suffered by Grantor, excepting those listed on attached **Exhibit B**, and that Grantor will warrant and defend the same from all lawful claims of all persons claiming by, through or under Grantor (but not otherwise) except for those listed on **Exhibit B**.

239678

October 2008.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 10th day of

**MOYIE SPRINGS LUMBER COMPANY,
LLC, an Idaho limited liability company**

By: Riley Creek Lumber Company, a Nevada
corporation, sole member

By: 

Marc Brinkmeyer, President

STATE OF Washington)
) ss.
 County of Spokane)

On this 10th day of October 2008, before me Gina J. Bryan, personally appeared Marc Brinkley, known or identified to me to be the President of Riley Creek Lumber Company, a Nevada corporation, sole member of Moyie Springs Lumber Company, LLC, an Idaho limited liability company, that executed the instrument, or the person who executed the instrument on behalf of, said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



Gina J. Bryan
 NOTARY PUBLIC FOR Washington
 Residing at Spokane
 My Commission Expires 04/25/2011

**EXHIBIT A
to Grant Deed**

TRACT 1:

Lots Five (5) and Six (6), Block One (1), Moyie Springs Townsite, according to the plat thereof, recorded in Book 1 of Plats at page 79, records of Boundary County, Idaho;

LESS the following described parcels:

BEGINNING at Corner No. 1, a point on the South side highway, 635.00 feet, Westerly from the intersection of said highway with said Railroad; thence, South 100.00 feet to a point; thence, Easterly, 143.00 feet to a point; thence, North 100.00 feet to a point on the South boundary line of Roosevelt Highway; thence, Westerly along said highway, 143.00 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT a part of Lots Five (5) and Six (6), Block One (1), Moyie Springs Townsite as follows:

BEGINNING at the Northeasterly corner of Lot Six (6), Block One (1), Moyie Springs Townsite, said Northeasterly corner being a point of intersection of the Southerly right of way of U.S. Highway No. 2, as it existed January 1, 1956, and the Westerly right of way line of the S.I.R.R. right of way as it now exists; thence, Southwesterly along said Southwesterly right of way line of the S.I.R.R. a distance of 165.00 feet to a point; thence, Northerly across Lots Five (5) and Six (6), Block One (1) of Moyie Springs Townsite, a distance of 88.15 feet to a point on the Northerly line of said Lot Five (5) which is also a point on the Southerly right of way line of old U.S. Highway No. 2 as they exist on January 1, 1956; thence, Easterly along said highway, a distance of 181.94 feet to the POINT OF BEGINNING.

TRACT 2:

ALL that part of Lots Three (3), Four (4) and Eight (8), lying East of the Spokane International Railroad, Section Twenty-two (22), Township Sixty-two (62) North, Range Two (2) East, Boise Meridian, Boundary County, Idaho.

Tract 3:

All of Block One (1), Riverview Addition to Moyie Springs, according to the plat on file in the records of Boundary County, Idaho.

Tract 4:

That portion of Lot One (1), Block Two (2), Riverview Addition to Moyie Springs, according to the plat on file in the records of Boundary County, Idaho, described as follows: Commencing at a point which is South 21° 55' East 236 feet from the Northwest corner of said Lot One (1); thence continuing South 21° 55' East 264 feet to a point; thence North 23° 54' East 165 feet to a point; thence North 21° 55' West 264 feet to a point; thence South 23° 45' West 165 feet to the point of beginning. And also that part of the unplatted portion of Block Two (2) of Riverview Addition to Moyie Springs, Idaho lying South and West of the Easterly line of Lot One (1), Block Two (2) extended to the South line of said Block Two (2). (Also known as Tax# 1)

Tract 5:

Lots One (1), Fourteen (14) and Fifteen (15), Block Two (2) Moyie Springs Townsite, according to the plat on file in the records of Boundary County, Idaho. EXCEPTING THEREFROM that portion described as follows:

Starting at the northeast corner of Block Two of the Moyie Springs Townsite, recorded on page 79, volume 1 of Plats, records of Boundary County, Idaho, thence South 78° 30' West a distance of 47.34 feet to the point of beginning of this description, thence southwesterly along the arc of a 60.00 foot radius curve concave to the southeast a distance of 82.48 feet, thence South 22° 44' East a distance of 371.89 feet to the north right of way line of Railroad Street, thence South 50° 14' West a distance of 33.47 feet,

thence North 22° 44' West a distance of 33.47 feet, thence North 22° 44' West a distance of 437.32 feet to the south right of way of old U.S. Highway #2, thence North 78° 30' East a distance of 81.88 feet to the point of beginning of this description.

Tract 6:

A parcel of land located in Section Fifteen (15), Township Sixty-two (62) North, Range Two (2) East; B.M. Boundary County, Idaho; more particularly described as follows:

A parcel of land lying between the Roosevelt Highway and the old county road in the Northwest Quarter of Section Fifteen (15), Township Sixty-two (62) North, Range Two (2) East, more specifically described as follows: Beginning at the corner of #1 on the South line of the right of way of the Roosevelt Highway and being 596 feet Westerly from the intersection of said South line of right of way of Roosevelt Highway and the North line of said old county road, both of said rights of way being 50 feet wide, thence South 78° 03' West a distance of 120.10 feet to corner #2, thence South 24° 32' East a distance of 355 feet to corner #3, thence North 49° 45' East a distance of 55.20 feet to corner #4, thence North 11° 43' West a distance of 321.50 feet to the place of beginning. AND also a parcel of land described as commencing at a point on the North side of Railroad Street common to Lots 1 and 3, thence Northerly along the West line of Lot 1 to the Roosevelt Highway right of way, thence Easterly along the Roosevelt highway line a distance of 75 feet to a point, thence South and parallel to the West Boundary line of said Lot 1 to Railroad Street, thence Westerly to the point of beginning, containing all of Lot One (1.), Lot Two (2), Lot Three (3) and a part of Lot Four (4) lying in block One (1) Moyie Springs Townsite. (Also known as Tax #4)

AND ALSO:

A parcel of land located in Section Fifteen (15), Township Sixty-two (62) North, Range Two (2) East; B.M. Boundary County, Idaho; more particularly described as follows:

Commencing at a point where the North and South center line of Section Fifteen (15), Township Sixty-two (62) North, Range Two (2) East intersects the South right of way line of the Spokane International Railroad; thence in a Northeasterly direction on the South right of way line of the Spokane International Railroad 360 feet to a point; thence South 602 feet to the rim of the Moyie Canyon; thence in a Northwesterly direction along the rim of the Moyie canyon about 360 feet to a point where the rim of Moyie Canyon intersects with the North and South center line of said Section Fifteen (15), Township Sixty-two (62) North, Range Two (2) East; thence North 170 feet to the place of beginning. (Also known as Tax #11)

Tract 7:

A parcel of land located in Section Fifteen (15), Township Sixty-two (62) North, Range Two (2) East; B.M. Boundary County, Idaho; more particularly described as follows:

All that part of the Southeast Quarter of the Northwest Quarter (SE1/4 SW1/4,) Section Fifteen (15), lying South and East of the Spokane International Railroad; and also all that part of the Southwest Quarter (SW1/4), Section Fifteen (15), lying South and East of the Spokane Railroad; and also all that part of the Southeast Quarter (SE1/4), Section Fifteen (15), lying North and west of the Moyie River, all in Section Fifteen (15), Township Sixty-two (62) North, Range Two (2) East, LESS a parcel of land in Section Fifteen, Township Sixty-two (62) North, Range Two (2) East, more particularly described as follows: Beginning at the West Quarter Corner of said Section Fifteen (15); thence South 35° 43' 54" East 1966.43 feet to the TRUE POINT OF BEGINNING; thence South 43° 02' 45" East 250 feet to a point; thence North 46° 57' 15" East 250 feet to a point; thence North: 43° 02' 45" West 250 feet to a point; thence South 46° 57' 15" West 250 feet to the POINT OF BEGINNING. (Also known as Tax #29 Less Tax #41)

Tract 8:

A parcel of land located in Section Fifteen (15), Township Sixty-two (62) North, Range Two (2) East; B.M. Boundary County, Idaho; more particularly described as follows:

Beginning at the North Quarter Corner of Section Fifteen (15), Township Sixty-two (62) North, Range Two

(2) East; thence South $11^{\circ} 35'$ East a distance of 698.66 feet to the real point of beginning; thence South $66^{\circ} 08'$ West a distance of 377.60 feet; thence North $12^{\circ} 52'$ West a distance of 155.23 feet to the true point of beginning; thence South $41^{\circ} 21' 15''$ West a distance of 1225.46 feet; thence South $42^{\circ} 59' 15''$ West a distance of 753.62 feet; thence South $33^{\circ} 34' 30''$ West a distance of 348.14 feet to a point within the right of way of old Highway #2; thence North $49^{\circ} 57' 55''$ East a distance of 352.76 feet; thence North $78^{\circ} 30' 22''$ East a distance 1567.95 feet along the center line of old Highway #2 to its intersection of the center line of the access road to the new and existing U.S. #2 Highway as it existed January 1972; thence North $50^{\circ} 14' 30''$ East along the center line of said access road a distance of 1416.90 feet; thence North $00^{\circ} 33'$ East a distance of 764.27 feet to a point on the West right of way line of the said access road; thence South $70^{\circ} 11' 30''$ West a distance of 457.46 feet; thence South $76^{\circ} 02' 30''$ West a distance of 589.02 feet; thence South $68^{\circ} 32'$ West 413.69 feet to the point of beginning. LESS starting at the West of the existing county road and its intersection with the North right of way line of the old Highway #2 at the Village of Moyie Springs near the existing post office Building located in Section Fifteen (15), Township Sixty-two (62) North, Range Two (2) East; thence Northerly along the West side of said county road for a distance of 235 feet more or less to a steel pipe set on the westerly side of the county road right of way line and the true point of beginning; and being corner #1; thence at right angles with the said county road 125 feet to a point marked with a steel pipe; being corner #2; thence 200 feet at a right angle in a Northeasterly direction to a point marked by a steel pipe and being corner #3; thence at a right angle in a Southeasterly direction 125 feet more or less to a point marked by a steel pipe at the edge of the existing county road right of way and being corner #4; thence 200 feet more or less along the Westerly edge of said county road in a Southwesterly direction to the point of beginning. All being located in the Northeast Quarter (NE1/4), Section Fifteen (15); Township Sixty-two (62) North, Range Two (2) East. ALSO LESS a tract of land Beginning at the Quarter Corner between Sections Ten (10) and Fifteen (15), Township Sixty-two (62) North, Range Two (2) East; thence South along the center line to a point which is 1334.50 feet, the true point of beginning; thence South $77^{\circ} 30'$ West 117.30 feet; thence South 14° West 599 feet to the North side of the old Highway right of way in Moyie Townsite; thence North 78° East 299 feet along the old right of way to a point; thence North: $50^{\circ} 14'$ East along road right of way 235 feet; thence North $40^{\circ} 14'$ West 125 feet; thence North $50^{\circ} 14'$ East 200 feet; thence North 53° West 300 feet; thence South $77^{\circ} 30'$ West 57.90 feet to the point of beginning. (Also known as Tax 43 LESS Tax 34 & Tax 36)

EXHIBIT B
to Grant Deed

Title Exceptions

1. Taxes for the year 2008 are an accruing lien not yet due or payable.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land conveyed herein and that are not shown on the public records.

Tract 1

3. Water pipeline easement granted to Benton Teer and Josephine Teer, husband and wife, to Moyie River Lumber Company, a division of Cozier Container Corporation (now Louisiana Pacific Corporation) as shown by the instrument recorded June 8, 1951, in Book 6 of Miscellaneous at page 392, records of Boundary County, Idaho.
4. Sewer Line Easement between Gene G. Hays and Susan J. Hays, husband and wife, Grantors; and Dallas H. Hart and Lola B. Hart, husband and wife, Grantees; as shown by the instrument recorded April 15, 1986 in Book 45 of Instruments at page 573, records of Boundary County, Idaho.
5. Roadway Easement between Dallas H. Hart and Lola B. Hart, husband and wife, Grantors; and Gene G. Hays and Susan J. Hays, husband and wife, Grantees; as shown by the instrument recorded April 15, 1983 in Book 45 of Instruments at page 574, records of Boundary County, Idaho.

Tract 2

6. As to land in Section Twenty-two (22), Township Sixty-two (62) North, Range Two (2) East, Boise Meridian, Boundary County, Idaho: A 200.00 foot right of way across the Northwest Quarter (NW1/4) as granted Spokane International Railway Company, as shown by the instrument recorded in Book 3 of Deeds at page 626, records of Boundary County, Idaho.
7. Water Line Easement granted by Ed Unruh and Minnie Unruh, husband and wife, to Moyie Springs Water Association, as shown by the instrument recorded in Book 27 of Deeds at page 426, as Instrument No. 58326, records of Boundary County, Idaho.

Tract 3-8

8. Right of way Deed granted to Boundary County, as recorded August 21, 1923 in Book 13 of Deeds at page 498, records of Boundary County, Idaho.
9. Right of way Deed granted to Boundary County, as recorded June 24, 1939 in Book 21 of Deeds at page 385, records of Boundary County, Idaho.
10. Right of way easement granted to Spokane International Railroad Company as recorded May 5, 1944 in Book 24 of Deeds at page 110, records of Boundary County, Idaho.
11. Easement Deed granted to the Moyie Springs Water Association. as recorded November 16, 1950, in Book 27 of Deeds at page 363, records of Boundary County, Idaho.
12. Right of Way Easement granted to the Village of Bonners Ferry, as recorded March 15, 1951 in Book 27 of Deeds at page 401, records of Boundary County, Idaho.

13. Water and Easement Agreement between Benton Teer and Josephine Teer and the Moyie River Lumber Company as recorded June 8, 1951 in Book 6 of Miscellaneous records at page 392, records of Boundary County, Idaho,
14. Right of way easement granted to the Village of Bonners Ferry as recorded September 11, 1953, in Book 29 of Deeds at page 221, records of Boundary County, Idaho.
15. Reservations and restrictions contained in that deed recorded October 8, 1962, in Book 35 of Deeds at page 64, records of Boundary County, Idaho.
16. Agreement between the State of Idaho, Department of Highways and Benton R. Teer and Josephine Teer, as recorded January 21, 1964 In Book 8 of Miscellaneous records at page 621, records of Boundary County, Idaho,
17. Subject to that certain agreement between Spokane International Railroad Company and Moyie River Lumber Company, Division of Cozier Forest Property, Inc. dated August 27, 1968 and recorded June 2, 1969 in Book 5 of Instruments at page 424, Instrument No. 103819, records of Boundary County, Idaho.
18. Easement between Louisiana Pacific Corporation and the City of Bonners Ferry as recorded August 4, 1980, in Book 37 of Instruments at page 297, Instrument No. 133511, records of Boundary County, Idaho.
19. Easement between Louisiana Pacific Corporation and Three Mile Water District as recorded August 4, 1980, in Book 37 of Instruments at page 298, Instrument No. 133512, records of Boundary County, Idaho.
20. Easement between Louisiana Pacific Corporation and Three Mile Water District as recorded August 4, 1980, in Book 37 of Instruments at page 299, Instrument No. 133513, records of Boundary County, Idaho.
21. Note: Affidavit by Peter B. Wilson as recorded August 4, 1980 in Book 37 of Instruments at page 300, Instrument No. 133514, records of Boundary County, Idaho.
22. Easement between Louisiana Pacific Corporation and City of Moyie Springs as recorded March 14, 1989 in Book 69 of Instruments at page 461, Instrument No. 157643, records of Boundary County, Idaho.
23. Easement between Louisiana Pacific Corporation and City of Moyie Springs as recorded March 14, 1989 in Book 69 of Instruments at page 462, Instrument No. 157644, records of Boundary County, Idaho.
24. Grant of Easement by Louisiana Pacific Corporation to Three Mile Water District as recorded June 7, 1990 in Book 75 of Instruments at page 560, Instrument No. 161608, records of Boundary County, Idaho.
25. Easement between Louisiana Pacific Corporation anti City of Moyie Springs as recorded August 2, 1990 in Book 76 of Instruments at page 371, Instrument No. 162063, records of Boundary County, Idaho,
26. Note: Area of Impact Agreement Ordinance Boundary County Ordinance No. 95-1 as recorded November 15, 1994 in Book 98 of Instruments at page 456, Instrument No. 175735, records of Boundary County, Idaho.

27. Note: Area of impact Agreement Ordinance Boundary County Ordinance No, 95-1 as recorded November 15, 1994 in Book 98 of Instruments at page 458, Instrument No. 175737, records of Boundary County, Idaho,
28. As to Tracts 6 and 8 and the rights of adjoining owners, any claim or contention that the property description is vague or indefinite.
29. As to Tract 6, any claim or contention that the 'old county road' in property description is vague or indefinite as to location.
30. Subject to the Rights of The State of Idaho to that portion of the land described lying below the main high water mark of the Moyie River.
31. Right of the upper and lower riparian owners in and to the free and unobstructed flow of water of the Moyie River which borders the subject lands, without diminution or pollution.
32. Navigation servitudes and all other statutory and regulatory rights and powers of the United States, the State of Idaho and the Public, over the Moyie River and its shore lands extending to the ordinary high-water mark thereof and which may be exercised without obligation for compensation to the riparian owners thereof.
33. The consequence of any change in location of the Moyie River, which forms the Southeastern boundary of total described property.
34. UCC FINANCING STATEMENT wherein Moyie Springs Lumber Company, LLC, an Idaho limited liability company is Debtor and Wells Fargo Bank, National Association is Creditor as recorded September 30, 2003 as Instrument No. 212513, records of Boundary County, Idaho.
35. Mortgage, Security Agreement and Fixture Filing executed September 30, 2003 by Moyie Springs Lumber Company, LLC, an Idaho Limited Liability company in favor of Wells Fargo Bank, National Association as recorded September 30, 2003 as Instrument No. 212512, records of Boundary County, Idaho.
36. First Amendment to Mortgage, which was recorded June 27, 2008 as Instrument No. 238204, records of Boundary County, Idaho.



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

December 20, 2019

IDAHO FOREST GROUP LLC
687 W CANFIELD AVE STE 100
COEUR D ALENE ID 83815-5335

Re: Change in Ownership for Water Right No(s): 98-4122

Dear Water Right Holder(s):

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

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) 762-2800.

Sincerely,



Natalie Steading
Tech Records Specialist 1

Enclosure(s)