

AUG 07 2019

IDWR / NORTH

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
To appropriate the public waters of the State of Idaho

Ident. No.

98-8005

2nd Revision

1. Name of applicant(s) Alta Forest Products, LLC Phone (208)267-2649
 Name connector (check one): ☐ and ☐ or ☐ and/or
 Mailing address P.O. Box 135 City Naples
 State Idaho ZIP 83847 Email ryancomer@altafp.com
2. Name of representative, if any Clive J Strong Phone (208)850-7792
 Mailing address 6244 S. Survival Place City Boise
 State Idaho ZIP 83716 Email clivejstrong@gmail.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 Deep Creek which is a tributary of Kootenai 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 #
60N	1E	6	7		SW	SW	Boundary	Deep Creek	

5. Water will be used for the following purposes:
- Amount 1 cfs for Industrial purposes from 1/1 to 12/31 (both dates inclusive)
 (cfs or acre-feet per year)
- Amount 1 cfs for Fire Protection purposes from 1/1 to 12/31 (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) 1 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. One 3.63 inch diameter steel pipe with a 15 plus horsepower pump attachment to draw water from the creek.
- 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) _____; Drilling Permit No. _____.

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ _____ Receipted by _____ Receipt No. _____ Date AUG 08 2019

SCANNED

8. Description of proposed uses (if irrigation only, go to item 9):
- Hydropower; show total feet of head and proposed capacity in kW. N/A
 - Stockwatering; list number and kind of livestock. N/A
 - Municipal; must complete and attach the [Municipal Water Right Application Checklist](#).
 - Domestic; show number of households N/A
 - Other; describe fully. Water will be used for industrial purposes, including but not limited, to sawmill operations and watering of log decks. In addition, water will be used for fire suppression.
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	
60N	01E	6											I						
60N	01E	6											F						
60N	01E	7						I											
60N	01E	7						F											

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? Currently, Cabinet Water District is supplying water to the mill, but has advised Alta Forest Products that it will no longer be able to supply the water needed for operation of the mill.
11. a. Who owns the property at the point of diversion? Alta Forest Products, LLC. See Attachments A & B.
- b. Who owns the land to be irrigated or place of use? Alta Forest Products, LLC
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: N/A
12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. Alta Forest Products will divert water from Deep Creek for industrial and fire protection use at its sawmill. The water will be piped through a 3.63 inch diameter pipeline with a 15 pump to a holding tank and then pressurized and pumped through a sprinkler system. Alta Forest Products has a license from BNSF (Attached as Attachment C) to convey water from its Deep Creek property to its sawmill property.
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.

Signature of Applicant

Ryan W Comer Operations Manager

Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)



Applying for a Water Right?

11/11/2019 11:40:00



NESE

NWSW6

NESW

NWS

Area for Water Use
Approximately 23 total acres

1

SESE

60N01W

Water Line



Deep Creek Loop

Deep Creek Loop

SWSW7

Approx. 18 acres
For Section 6

60N01E

SESW

SWS

12

NENE

7

NWNW1

Approx. 5 acres for
Section 7

NENW

NWN

-116.395433 48.572603 Degrees

200ft



POWERED BY
esri

Filed:07/01/2019 11:25:23
First Judicial District, Boundary County
Glenda Poston, Clerk of the Court
By: Deputy Clerk -Wilson, Jamie

THOMAS A. BUSHNELL
ATTORNEY AT LAW, P.A.
PO BOX 1833
Bonners Ferry, ID 83805
Phone: (208) 267-9321
Fax: (208) 946-5714
BoundaryCountyLaw@gmail.com
ISB# 9163

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BOUNDARY

ALTA FOREST PRODUCTS LLC,

Plaintiff,

vs.

ANDERSON L. SMEDLEY and all
other persons unknown, claiming any
right, title, estate, lien or interest in
the real property described as
EXHIBIT "1"

Defendant.

CASE NO. CV11-19-0202

DEFAULT JUDGMENT

JUDGMENT IS ENTERED AS FOLLOWS:

1. That title to the real property at issue, which is legally described in EXHIBIT "1", is quieted in the name of ALTA FOREST PRODUCTS LLC. ALTA FOREST PRODUCTS LLC, its successors, heirs and assigns forever, shall hold said real property in Fee Simple.

DATED this 1 day of July, 2019.

Signed: 7/1/2019 11:21 AM


DISTRICT JUDGE

CLERK'S CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing Default Judgment was delivered on this 1st day of July, 2019, to:

Thomas A. Bushnell
Attorney At Law
iCourt file and serve:
BoundaryCountyLaw@gmail.com

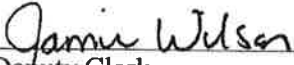

Deputy Clerk

EXHIBIT 1

The Real Property at issue shall, for reference purposes only, be referred to as **PARCEL**

A and PARCEL B.

PARCEL A is legally described as:

A tract of land situated in Government Lot Seven (7) of Section Six (6), Township Sixty (60) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

Commencing at the intersection of the south line of said Government Lot 7 and the westerly right of way of Stagecoach Road, which is N 89°15'39" E, 1138.85 feet from the southwest corner of Section 6; thence, leaving said south line and along said right of way N 05°19'19" E, 336.09 feet to the southeast corner of the Cowell tract as filed on October 11, 1934 in Book 18 of Deeds, at page 348, Boundary County, Idaho; thence, leaving said right of way N 83°29'33" W, 211.06 feet to a brass cap monument set for the southwest corner of said Cowell tract in the 1951 survey by Don Hazelbaker, L.S.; thence, N 05°19'19" E, 313.00 feet to the northwest corner of said Cowell tract, which is marked on the ground by a brass cap monument, and the TRUE POINT OF BEGINNING; thence, along the westerly line of that parcel described in Book 20 of Deeds, Page 150, as Instrument No. 29984, Boundary County, Idaho records, N 05°19'19" E, 35.21 feet; thence, leaving said westerly line and along the south line of that parcel described in Book 17 of Deeds, Page 429, Boundary County, Idaho records, and shown on Book 2 of Surveys, Page 273, as Instrument No. 167710, N 86°05'37" W, 628.92 feet to the easterly line of that parcel described in Book 23 of Deeds, Page 515, Boundary County, Idaho records; thence, leaving said south line and along said easterly line S 09°46'15" E, 10.68 feet to the north line of that parcel described in Instrument No. 167754; thence, along said north line as shown on Book 2 of Surveys, Page 273, S 83°49'16" E, 626.01 feet to the POINT OF BEGINNING, encompassing an area of 0.33 acres.

PARCEL B is legally described as:

A tract of land in Government Lot Seven (7) of Section Six (6), Township Sixty (60) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

Beginning at a point on the West line of Section 6 which is N 00°15'19"

E, 219.00 feet from the Southwest corner of Section 6; thence continuing along the West line of the Section, N 00°15'19" E, 117.01 feet to the westerly right of way of a 33 foot County Road as described in Instrument Number 41923, records of Boundary County, Idaho; thence, along said right of way, S 09°12'15" E, 302.16 feet to the East line of that property described in Instrument Number 226841, records of Boundary County, Idaho; thence, along said East line, N 15°04'38" W, 187.93 feet to the POINT OF BEGINNING, encompassing an area of 0.067 acres.

4. DEFAULT JUDGMENT

Boundary County Assessor

NEUMEYER,
GARY R

Attachment B

RP60N01E064850A
COMER REV INTER
VIVOS TRUST

RP60N01E064865A
LORDEN, MICHAEL D

RP60N01E064961A
CHRISTOFFERSON,
LEROY

RP60N01E064880A
BERWICK,
REVOCABLE TRUST

RP60N01E065088A
COMER REV INTER
VIVOS TRUST

RP60N01W017361A
EDWARDS, SUSAN M

RP60N01E064900A
BERWICK
REVOCABLE TRUST

RP60N01E064950A
ALTA FOREST
PRODUCTS LLC

RP60N01E064920A
HANKEY
LIVING TRUST

06

RP60N01E065020A
ALTA FOREST
PRODUCTS LLC

RP60N01E065091A
MYERS, DUSTIN N

RP60N01E065095A
OUSSE, BRENDA

RP60N01E065090A
ALTA FOREST
PRODUCTS LLC

RP60N01E065094A
ALTA FOREST
PRODUCTS LLC

RP60N01E065040A
ALTA FOREST
PRODUCTS LLC

RP60N01E065060A
ALTA FOREST
PRODUCTS LLC

RP60N01E065093A
ALTA FOREST
PRODUCTS LLC

RP60N01E065092A
ALTA FOREST
PRODUCTS LLC

RP60N01E064980A
ALTA FOREST
PRODUCTS LLC

RP60N01E064980A
ALTA FOREST
PRODUCTS LLC
RP60N01E065000A
WAGNER, KATHARINE

RP60N01W019995A
BLEVINS, ERIK
RP60N01W120010A
BLEVINS, ERIK

RP60N01E072740A
CORSI, KENNY D

RP60N01E072760A
CORSI, KENNY D

RP60N01E072550A
BOUNDARY COUNTY
(SCHOOL DIST)

NO RP# ? IN CAD
MAP / RESEARCH
RP60N01E072560A
ANDERSON, IMOGENE S

RP60N01E072580A
ANDERSON,
IMOGENE S
RP60N01E072600A
FRECK, SCOTT

RP60N01E073005A
ALTA FOREST
PRODUCTS LLC

RP60N01E072440A
WHITENER,
KENNETH

RP60N01E072621A
SWISHER, JAYCEEN

RP60N01E072642A
MEYERS, INGRID IA

NO F
BETWL
& COR

File Name: 1_Parcel_map_10.5.1_GISLink400
Date Printed: 7/25/2019 by Odrake 1

This map is provided for informational purposes only. The parcel map DOES NOT REPRESENT A PROFESSIONAL SURVEY and is intended only as a geographic representation. Every effort has been made to ensure accuracy and completeness. The County will in no way be held responsible for any errors, omissions, or interpretation.

95
HIGH

JUL 30 2019

IDWR / NORTH

83494

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

Ident. No. 98-8005

Corrected Application

- Name of applicant(s) Alta Forest Products, LLC Phone (208)267-2649
Name connector (check one): ☐ and ☐ or ☐ and/or
Mailing address P.O. Box 135 City Naples
State Idaho ZIP 83847 Email ryancomer@altafp.com
- Name of representative, if any Clive J Strong Phone (208)850-7792
Mailing address 6244 S. Survival Place City Boise
State Idaho ZIP 83716 Email clivejstrong@gmail.com
 - ☒ 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.
 - ☒ 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.
- Source of water supply Deep Creek which is a tributary of Kootenai River
- Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
60N	1W	6	7		SW	SW	Boundary	Deep Creek	

- Water will be used for the following purposes:
Amount 1 cfs for Industrial purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per year)
Amount 1 cfs for Fire Protection purposes from 1/1 to 12/31 (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)
- Total quantity to be appropriated is (a) 1 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).
- Proposed diverting works:
 - Describe type and size of devices used to divert water from the source. One 3.63 inch diameter steel pipe with a 15 plus horsepower pump attachment to draw water from the creek.
 - 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
 - Proposed well diameter is N/A inches; proposed depth of well is N/A feet.
 - Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☐ No
 - If well is already drilled, when? N/A; drilling firm N/A; well was drilled for (well owner) _____; Drilling Permit No. _____

For Department Use

Received by 250 Date _____ Time _____ Preliminary check by _____
Fee \$ _____ Receipted by TA Receipt No. NO34247 Date 6/10/19

8. Description of proposed uses (if irrigation only, go to item 9):
- Hydropower; show total feet of head and proposed capacity in kW. N/A
 - Stockwatering; list number and kind of livestock. N/A
 - Municipal; must complete and attach the Municipal Water Right Application Checklist.
 - Domestic; show number of households N/A
 - Other; describe fully. Water will be used for industrial purposes, including but not limited, to sawmill operations and watering of log decks. In addition, water will be used for fire suppression.

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	
60N	01E	6											I						
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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? Currently, Cabinet Water District is supplying water to the mill, but has advised Alta Forest Products that it will no longer be able to supply the water needed for operation of the mill.
11. a. Who owns the property at the point of diversion? Alta Forest Products, LLC. See Attachments A & B.
b. Who owns the land to be irrigated or place of use? Alta Forest Products, LLC
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: N/A
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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.

Signature of Applicant

Ryan W Comer Operations Manager

Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)



Attachment A

Filed: 07/01/2019 11:25:23
First Judicial District, Boundary County
Glenda Poston, Clerk of the Court
By: Deputy Clerk - Wilson, Jamie

THOMAS A. BUSHNELL
ATTORNEY AT LAW, P.A.
PO BOX 1833
Bonners Ferry, ID 83805
Phone: (208) 267-9321
Fax: (208) 946-5714
BoundaryCountyLaw@gmail.com
ISB# 9163

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BOUNDARY

ALTA FOREST PRODUCTS LLC,

Plaintiff,

vs.

ANDERSON L. SMEDLEY and all
other persons unknown, claiming any
right, title, estate, lien or interest in
the real property described as
EXHIBIT "1"

Defendant.

CASE NO. CV11-19-0202

DEFAULT JUDGMENT

JUDGMENT IS ENTERED AS FOLLOWS:

1. That title to the real property at issue, which is legally described in EXHIBIT "1",
is quieted in the name of ALTA FOREST PRODUCTS LLC. ALTA FOREST
PRODUCTS LLC, its successors, heirs and assigns forever, shall hold said real property
in Fee Simple.

DATED this 1 day of July, 2019.

Signed: 7/1/2019 11:21 AM

Barbara Buchanan
DISTRICT JUDGE

CLERK'S CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing Default Judgment was delivered on this 1st day of July, 2019, to:

Thomas A. Bushnell
Attorney At Law
iCourt file and serve:
BoundaryCountyLaw@gmail.com

Jamie Wilson
Deputy Clerk

EXHIBIT 1

The Real Property at issue shall, for reference purposes only, be referred to as **PARCEL**

A and PARCEL B.

PARCEL A is legally described as:

A tract of land situated in Government Lot Seven (7) of Section Six (6), Township Sixty (60) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

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Beginning at a point on the West line of Section 6 which is N 00°15'19"

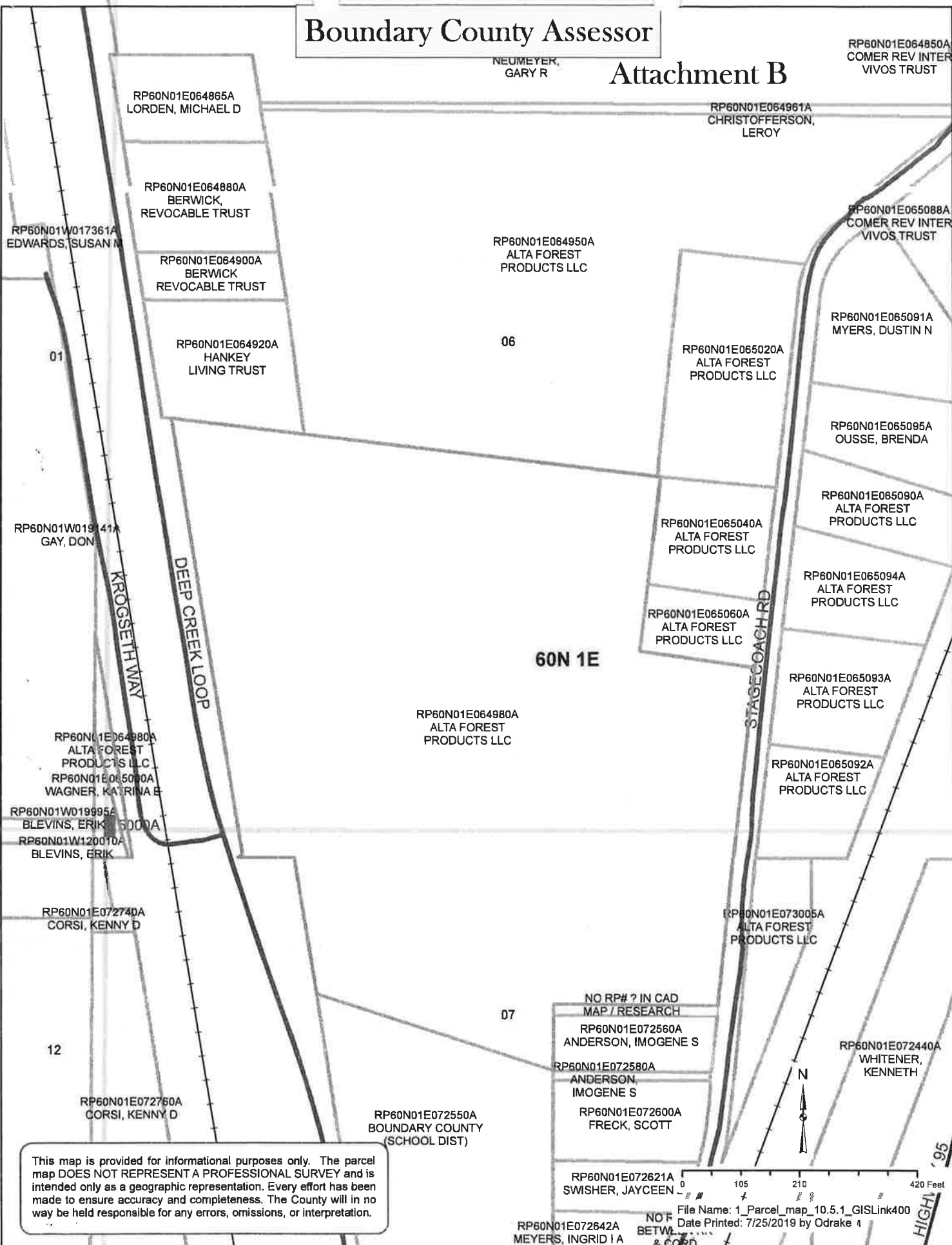
E, 219.00 feet from the Southwest corner of Section 6; thence continuing along the West line of the Section, N 00°15'19" E, 117.01 feet to the westerly right of way of a 33 foot County Road as described in Instrument Number 41923, records of Boundary County, Idaho; thence, along said right of way, S 09°12'15" E, 302.16 feet to the East line of that property described in Instrument Number 226841, records of Boundary County, Idaho; thence, along said East line, N 15°04'38" W, 187.93 feet to the POINT OF BEGINNING, encompassing an area of 0.067 acres.

Boundary County Assessor

NEUMEYER,
GARY R

Attachment B

RP60N01E064850A
COMER REV INTER
VIVOS TRUST



RECEIVED

JUN 10 2019

IDWR / NORTH

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
To appropriate the public waters of the State of Idaho

Ident. No. _____
Original Application

1. Name of applicant(s) Alta Forest Products, LLC Phone 208 267-2649
 Name connector (check one): ☒ and ☐ or ☐ and/or
 Mailing address PO Box 135 City Naples
 State Idaho ZIP 83847 Email ryancomer@altafp.com
2. Name of representative, if any Dennis Weed Phone 2086272762
 Mailing address PO Box 149 City Bonnars Ferry
 State Idaho ZIP 83805 Email dweed@boundaryedc.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.
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4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
60N	1W	1		SE	SE	NE	Boundary	Deep Creek	N/A

5. Water will be used for the following purposes:
 Amount .75cfs for log yard purposes from Apr 1 to Nov 30 (both dates inclusive)
(cfs or acre-feet per year)
 Amount .25cfs for misc purposes from Jan 1 to Dec 31 (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) 1.0 cubic feet per second (cfs) and/or (b) 333 acre-feet per year (af).
7. Proposed diverting works:
 - a. Describe type and size of devices used to divert water from the source. One 4 inch in diameter steel pipe with a pump attachment to draw the water from the creek.
 - b. Height of storage dam NA feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ 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 NA inches; proposed depth of well is NA feet.
 - d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No
 - e. If well is already drilled, when? NA; drilling firm _____; well was drilled for (well owner) NA; Drilling Permit No. _____

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____
 Fee \$ 25000 Receipted by Ja Receipt No. N034747 Date 6-10-19

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. water will be used in the log yard to keep logs wet in the dry season (wet decking) and at the sawmill for dust suppression at sawmill, fire protection and other industrial uses.
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	
60N	1E	6											18(7)						18
60N	1E	7					5(1)												5

Total number of acres to be irrigated: 23 The number in parathesis is the Gov't sectional numbers.

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? log yard water has been supplied by Cabinet WD and Twentymile WD
11. a. Who owns the property at the point of diversion? Alta Forest Products, LLC
- b. Who owns the land to be irrigated or place of use? Alta Forest Products, LLC
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: N/A
12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. Alta Forest Products has been using potable water from Cabinet Water District and Twentymile Water District to water their log yard. Both water districts are close to capacity and can no longer service Alta Forest Products with the amount of water necessary to water their logs. The ability to pump non-potable water from Deep Creek will allow both water districts the necessary capacity to meet their customers summer demands.
13. Time required for completion of works and application of water to proposed beneficial use is 1 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.

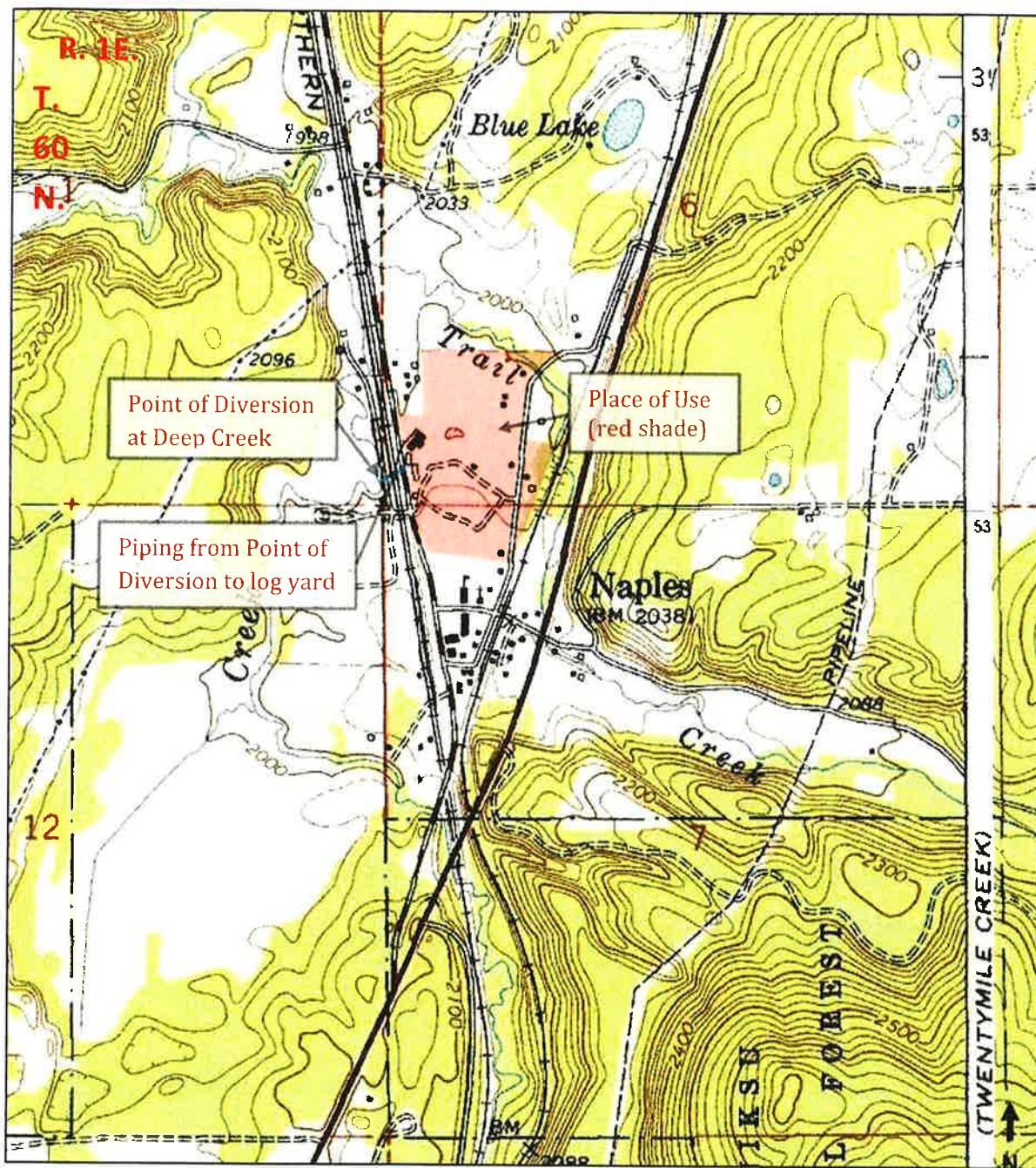
Signature of Applicant

Ryan Comer / Operations Manager

Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)



USGS Naples, Idaho Quadrangle

4 inches ~ 1 mile

Figure 1
Water Diversion and Delivery System Map
Alta Forest Products Facility



Water Line



Area for Water Use
Approximately 23 acres

Naples



JONES LANG
LASALLE.

Attachment C

Jones Lang LaSalle Americas, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, Texas 76155
tel +1 817-230-2600, fax +1 817 306-8265

May 16, 2019

Alta Forest Products LLC
Attn: Ryan Comer
810 NW Alta Way
Chehalis, WA 98532

Re: Tracking #19-62048 and 19-61875 - Naples, ID

Dear Ryan,

Enclosed please find one (1) fully executed agreement for the above referenced location for your file. Please contact BNSF's Scheduling Agent, at WilsonCompany.Utility.IC@Wilsonco.com or (816) 556-3624, at least 15 business days prior to entering the Premises, and **BEFORE YOU DIG, CALL (800) 435-7649. PLEASE BE ADVISED WHEN CALLING THE DIG NUMBER PROVIDED THAT YOU MUST SELECT OPTIONS 1 (SIGNAL OPERATION CENTER) AND 7 (DIG PERMIT REQUESTS).**

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website www.BNSFcontractor.com prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

No encroachment above, below or on BNSF Right-of-Way will be allowed without the presence of an Inspector Coordinator and Flagman. You must contact BNSF's Scheduling Agent to arrange for those services. The scheduling agent may be contacted at WilsonCompany.Utility.IC@Wilsonco.com or (816) 556-3624. The installation contractor must comply with all applicable sections of this agreement, including the requirements of section 16 regarding safety requirements prior to encroaching on BNSF Right-of-Way. The installation contractor must present and maintain a copy of the executed agreement on site for the duration of the installation activities.

Please note that a copy of the executed agreement must be available upon request at job site(s) allowing authorization to do the work.

If you need additional information, please contact me at (817) 230-2631.

Sincerely,

Tracey Brown
Associate Manager Permits

Enclosure

cc: Wilsoncompany.utility.ic@wilsonco.com
BNSF Roadmaster-Philip.States@BNSF.com
BNSF Engineer- James.Blumer@BNSF.com

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective May 16, 2019 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **ALTA FOREST PRODUCTS LLC**, a Washington limited liability company ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, 3.63" inches in diameter inside a 12" inch steel casing [shares 12" casing with water line tracking no. 19-62048] (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Naples, County of Boundary, State of Idaho, Line Segment 0036, Mile Post 1379.38 as shown on the attached Drawing No. 74528, dated May 2, 2019, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, the sum of Three Thousand Seven Hundred and No/100 Dollars (\$3,700.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging

and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall notify Licensor's Roadmaster Philip States, at Philip.states@BNSF.com, telephone **817.851.8423**, or at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in Section 24 hereof.

11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this Section 11, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of Section 8. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12 Boring and Excavation.

12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline

by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "Indemnitees" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "Liabilities" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "Licensee Parties" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):
- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
- 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
- 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,

13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR

13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.

- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of

at least **\$10,000,000** but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post **2004** ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within **50** feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
Separation of insureds.
The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 152** Business Automobile Insurance. This insurance shall contain a combined single limit of at least **\$1,000,000** per occurrence, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
Additional insured endorsement in favor of and acceptable to Licensor.
Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

- 153** Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:
- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
Employers' Liability (Part B) with limits of at least **\$500,000** each accident, **\$500,000** by disease policy limit, **\$500,000** by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

- 154** Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least **\$5,000,000** per occurrence and **\$10,000,000** in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later

date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensors prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensors Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. **The cost is \$1,266.00 JHARES 12" CASING WITH ELECTRIC CABLE #19-62048.**



I elect to participate in Licensors Blanket Policy;



I elect not to participate in Licensors Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

15.6.2 Licensee agrees to waive its right of recovery against Licensors for all claims and suits against Licensors. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensors for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensors for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.

15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensors. If granted by Licensors, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensors liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensors an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensors in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensors arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensors or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this Section 15 shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 15.6.13 For purposes of this Section 15, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "Safety Orientation") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "Rights") and such other rights, licenses,

permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed **on** it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES18. No Warranties.

18.1 LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18.2 LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.

19. Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 21 or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "Improvements") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of Section 15, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of Section 26 below, Licensor may, at its option, terminate this License by serving five (5) days' notice

in writing upon Licensee. Notwithstanding the foregoing, Licenser shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in Section 15.

- 23.2 Should Licensee not comply fully with the obligations of Section 17 regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licenser may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licenser of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licenser's ability to enforce any Section of this License. The remedy set forth in this Section 23 shall be in addition to, and not in limitation of, any other remedies that Licenser may have at law or in equity.
- 23.4 In addition to and not in limitation of Licenser's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
 - 24.1.1 if so directed by Licenser in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licenser, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licenser;
 - 24.1.2 report and restore any damage to the Premises or Licenser's other property arising from, growing out of, or connected with Licensee's use of the Premises;
 - 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
 - 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licenser or if Licensee fails to complete its obligations under Section 24.1 above (the "Restoration Obligations"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licenser may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licenser for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so

restore. Further, if Licensors has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensors, provide a bill of sale in a form acceptable to Licensors conveying the Pipeline and the other Improvements to Licensors.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensors and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
 - 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensors, which consent may not be unreasonably withheld or delayed by Licensors. Any attempted assignment by Licensee in violation of this Section 26 shall be a breach of this License and, in addition, shall be voidable by Licensors in its sole and absolute discretion.
 - 26.2 For purposes of this Section 26, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSORS, SUCH CONSENT TO BE IN LICENSORS'S SOLE DISCRETION.
 - 26.3 Notwithstanding the provisions of Section 26.1 above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "Purported Assignment") to another party (a "Purported Transferee"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of Section 15 above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensors for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
 - 26.4 The provisions of this Section 26 shall survive the expiration or earlier termination of this License.
27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2301 Lou Menk Drive GOB-3W
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: Alta Forest Products LLC
810 NW Alta Way
Chehalis, ID 98532
Attn: Ryan Comer

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE - SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.,
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155

By: Shane Krueger

Title: Shane Krueger
Vice President

Date: 3/18/2019

LICENSEE:

ALTA FOREST PRODUCTS LLC, a Washington limited liability company

By: J W Conn

Title: Operations Manager

Date: 3/18/2019

Field	Value
ACRES	0.2
ADDRESS1	
ADDRESS2	
BackfillFromPrevious	<null>
CITY	
COUNTY	Boundary
LEGAL1	
LEGAL2	
LEGAL3	
LEGAL4	
LEGAL5	
LEGAL6	
OBJECTID	9331
OWNER	
OwnerFromAgency	<null>
OwnerFromIdOwn	<null>
P_ADDRESS	
P_ZIPCODE	<null>
PIN	NO RP #
Previous_Taxdot_Owner	<null>
Shape	Polygon
Shape_Area	642.079121
Shape_Length	250.476412
SOURCE	<null>
StandardAddressKey	<null>
STATE	
SUB_NAME	<null>
TempUniqueId	9331
UPDATED	6/18/2019
YEAR_BUILT	<null>
ZIPCODE	

Seeing as how there is no legal description included in this parcel I am not sure how the county came up with this parcel. I you want me to dig deeper I can give Olivia at Boundary County Assessor's office a call for you.

Wilma

Wilma Robertson | GIS Analyst III | Idaho Department of Water Resources
 208-287-4882 | 322 E. Front Street, Boise ID 83720

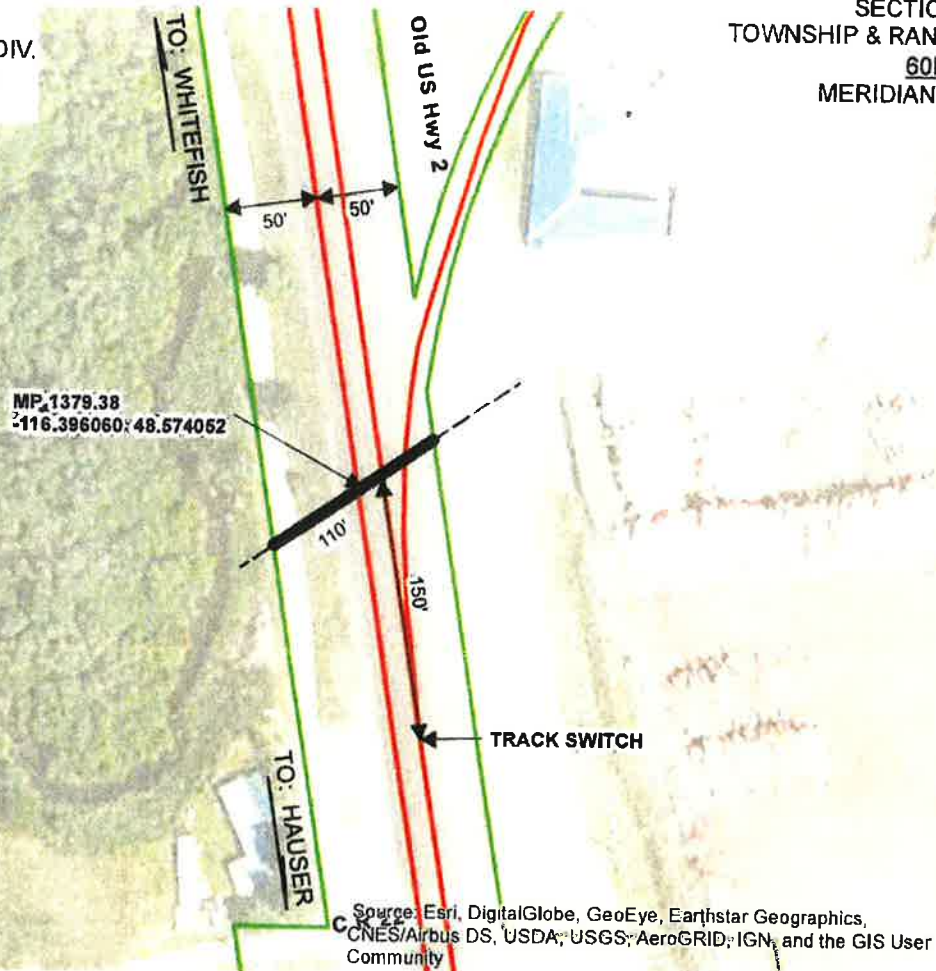
EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

ALTA FOREST PRODUCTS LLC

SCALE: 1 IN = 100 FT
MONTANA DIV.
KOOTENAI RIVER SUBDIV.
L.S. 0036 MP: 1379.38
DATE: 5/2/2019

SECTION: 6
TOWNSHIP & RANGE:
60N 1E
MERIDIAN: BM

MAP REF. \$63145

NOTE: SHARES 12" CASING WITH ELECTRIC CABLE
(SEE TRACKING #19-62048)

DESCRIPTION OF PIPELINE PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	3.63"	12"	LENGTH ON R/W:	110'	110'
CONTENTS:	WATER		WORKING PRESSURE:	-	
PIPE MATERIAL:	HDPE	STEEL	BURY: BASE/RAIL TO TOP OF CASING		8'
SPECIFICATIONS / GRADE:	SDR 11, 200 PSI	35,000 PSI	BURY: NATURAL GROUND		5'
WALL THICKNESS:	0.409"	0.250"	BURY: ROADWAY DITCHES		5'
COATING:	-	-	CATHODIC PROTECTION		-

VENTS: NUMBER 2 SIZE 2" HEIGHT OF VENT ABOVE GROUND 4'
NOTE: CASING TO BE JACKED OR DRY BORED ONLY

NAPLES
COUNTY OF BOUNDARY

STATE OF ID

JNC

REVISION 2

DRAWING NO. 74528

SCANNED
AUG 08 2019



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

August 8, 2019

ALTA FOREST PRODUCTS LLC
PO BOX 135
NAPLES, ID 83847-0135

Application For Permit No. 98-8005

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 BONNERS FERRY HERALD on 8/15/2019 and 8/22/2019. 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,

A handwritten signature in blue ink that reads "Tammy Alleman". The signature is fluid and cursive.

Tammy Alleman
Administrative Assistant

CC:

CLIVE J STONG
6244 S SURVIVAL PL
BOISE, ID 83716-9089

Alleman, Tammy

From: Alleman, Tammy
Sent: Thursday, August 08, 2019 2:41 PM
To: 'Anna.Moody@deq.idaho.gov'; 'Horsmon,Merritt'
Subject: Request for Comments on WR# 98-8005
Attachments: 98-8005 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 September 3, 2019.**

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
7600 North Mineral Drive, Suite 100
Coeur d'Alene, ID 83815
Tammy.Alleman@idwr.idaho.gov
208-762-2800 Phone
208-762-2819 Fax*

Alleman, Tammy

From: Alleman, Tammy
Sent: Thursday, August 08, 2019 2:40 PM
To: 'BFHLegals@bonnersferryherald.com'
Subject: Legal Notice for WR# 98-8005
Attachments: Legal Notice 98-8005.doc

Please publish the enclosed legal notice in the **Bonners Ferry Herald** on the dates indicated **August 15th and August 22nd, 2019** (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 **September 3, 2019**. Your cooperation is appreciated.

Thank you,

Tammy

*Tammy Alleman
Administrative Assistant
Idaho Department of Water Resources
7600 North Mineral Drive, Suite 100
Coeur d'Alene, ID 83815
Tammy.Alleman@idwr.idaho.gov
208-762-2800 Phone
208-762-2819 Fax*

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

98-8005

ALTA FOREST PRODUCTS LLC

PO BOX 135

NAPLES, ID 83847-0135

Point of Diversion L7(SWSW)

S6 T60N R01E

BOUNDARY County

Source DEEP CREEK

Tributary KOOTENAI RIVER

Use: FIRE PROTECTION

01/01 to 12/31 1 CFS

Use: INDUSTRIAL

01/01 to 12/31 1 CFS

Total Diversion: 1 CFS

Date Filed: 8/1/2019

Place Of Use: INDUSTRIAL

T60N R01E S6

L7(SWSW)

T60N R01E S7

L1(NWNW)

Place Of Use: FIRE PROTECTION

T60N R01E S6

L7(SWSW)

T60N R01E S7

L1(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 9/3/2019. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 8/15/2019 and 8/22/2019

MEMORANDUM

Date: AUG 8, 2019
To: Water Right File 98-8005
From: smaxey
Re: PRIORITY DATE 8/1/2019

<u>APPLICATION VERSION</u>	<u>IDWR DATE RECVD</u>	<u>IDAPA 37.03.08 STATUS</u>	<u>PRIORITY</u>
ORIGINAL APPLICATION	6/10/2019	UNACCEPTABLE FOR FILING. NO LEGAL ACCESS TO POINT OF DIVERSION. USES & CFS AMOUNTS NOT FINALIZED. ORIGINAL APPLICATION SIGNED BY RYAN COMER.	
APPLICATION	7/30/2019	UNACCEPTABLE FOR FILING BEACAUSE. AUTHORITY TO SIGN FOR RYAN COMER MISSING. USES & CFS CHANGED. AMOUNTS CHANGED. REPRESENTATIVE CHANGED. AUTHORITY TO SIGN DATED 8/1/2019 RECEIVED VIA E-MAIL	8/1/2019
APPLICATION	8/07/2019	ACCEPTABLE FOR FILING APPLICATION RECEIVED 8/07/2019 CONTAINS COLOR COPIES OF MAPS IN 7/30/2019 APPLICATION & ADDITIONAL COPY OF LETTER SIGNED BY JAMES VENTER AUTHORIZING RYAN COMER TO SIGN FOR ALTA FOREST PRODCUTS LLC. SAME 8/1/2019 AUTHORITY TO SIGN LETTER RECEIVED VIA E-MAIL 8/1/2019	8/1/2019

MEMORANDUM

Date: AUG 2, 2019
To: Water Right File 98-8005
From: smaxey
Re: PRIORITY DATE 8/1/2019

<u>APPLICATION VERSION</u>	<u>IDWR DATE RECVD</u>	<u>IDAPA 37.03.08 STATUS</u>	<u>PRIORITY</u>
ORIGINAL APPLICATION	6/10/2019	UNACCEPTABLE FOR FILING. NO LEGAL ACCESS TO POINT OF DIVERSION. USES & CFS AMOUNTS NOT FINALIZED. ORIGINAL APPLICATION SIGNED BY RYAN COMER.	
APPLICATION	7/30/2019	UNACCEPTABLE FOR FILING BEACAUSE. AUTHORITY TO SIGN FOR RYAN COMER MISSING. USES & CFS CHANGED. AMOUNTS CHANGED. REPRESENTATIVE CHANGED. AUTHORITY TO SIGN DATED 8/1/2019 RECEIVED VIA E-MAIL	8/1/2019.



ALTA
FOREST PRODUCTS

RECEIVED
AUG 01 2019
IDWR / NORTH

August 1, 2019

Idaho Department of Water Resources, Northern Region
Attn: Shaun Maxey
Senior Water Resource Agent
7600 North Mineral Drive #100
Coeur d'Alene, ID 83815-7763

Dear Mr. Maxey,

Please accept this as a Letter of Signature Authorization wherein I am appointing Mr. Ryan Comer as the Signatory Authority with respect to Application for Water Right Permit, ID #98-8005 on behalf of Alta Forest Products, LLC.

I am unable to sign on behalf of the company concerning the above-mentioned matter, as I will be travelling.

If you wish to verify this information with me, please do not hesitate to contact me at 253 691 9904.

Respectfully,

James Venters
VP of Sales
Alta Forest Products, LLC

Alta Forest Products LLC

810 NW Alta Way
(360) 219-0008

Chehalis, WA 98532

Maxey, Shaun

From: Ryan Comer <ryancomer@altafp.com>
Sent: Thursday, August 01, 2019 1:49 PM
To: Maxey, Shaun
Cc: clivejstrong@gmail.com; Dennis Weed; Tom Bushnell; Eric Collins
Subject: Fw: Please find your authorization letter attached
Attachments: Auth Letter.pdf

Shaun,

Here is my signature authorization form. Thank-you for your continued assistance.

Ryan W. Comer
Alta Forest Products LLC
Operations Manager/Naples, Idaho
c 208-290-2546
p 208-267-2649 ext 224
f 208-267-3086
ryancomer@altafp.com

From: Michelle Kensrud <michellekensrud@altafp.com>
Sent: Thursday, August 1, 2019 1:45 PM
To: Ryan Comer <ryancomer@altafp.com>
Cc: Todd Shipp <toddshipp@altafp.com>; James Venters <jamesventers@altafp.com>
Subject: Please find your authorization letter attached

Michelle Kensrud
Controller
Alta Forest Products, LLC
michellekensrud@altafp.com
Direct: (360) 219-4321
Main: (360) 219-0008
Fax: (360) 209-7901

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Maxey, Shaun

From: Maxey, Shaun
Sent: Thursday, August 01, 2019 1:07 PM
To: 'clivejstrong@gmail.com'
Subject: FW: Alta Forest Products - Naples App (98-8005)

Clive:

I have until 1 P.M. PST on Tuesday (8/6/2019) to get the required information (original signature on Application & documentation for company officer). I have to have it by then for IDWR to be able to meet the next newspaper legal notice deadline.

Thanks,

Shaun Maxey

From: clivejstrong@gmail.com [mailto:clivejstrong@gmail.com]
Sent: Thursday, August 01, 2019 12:52 PM
To: Maxey, Shaun <Shaun.Maxey@idwr.idaho.gov>
Subject: RE: Alta Forest Products - Naples App (98-8005)

Shaun, I just forwarded your email to Ryan. I am waiting a response. My understanding is that Ryan sent an original signature page, but will confirm. I also requested that he confirm his authority to sign on behalf of the company. If either is an issue do you need the another original today to get the advertising process started?

Thanks, Clive

From: Maxey, Shaun <Shaun.Maxey@idwr.idaho.gov>
Sent: Thursday, August 1, 2019 12:48 PM
To: clivejstrong@gmail.com
Cc: Jones, Doug <Doug.Jones@idwr.idaho.gov>
Subject: RE: Alta Forest Products - Naples App (98-8005)

Clive:

I'm have data entered the Alta Forest Products, LLC Application with ID number 98-8005.

Our current Administrative Rules require an original signature and documentation that the signer is an officer of Alta Forest Products authorized to sign the Application. I believe the Application we have received has a photocopied signature for Ryan W. Comer.

I checked the Washington Secretary of State web site and the 2018 and 2019 entries for Alta Forest Products on the Idaho Secretary of State Web site. I didn't find any information for Mr. Comer so we will need some documentation indicating he is an officer of Alta Forest Products.

Thanks,

Shaun Maxey

Shaun M. Maxey

Maxey, Shaun

From: Maxey, Shaun
Sent: Thursday, August 01, 2019 11:48 AM
To: 'clivejstrong@gmail.com'
Cc: Jones, Doug
Subject: RE: Alta Forest Products - Naples App (98-8005)

Clive:

I've have data entered the Alta Forest Products, LLC Application with ID number 98-8005.

Our current Administrative Rules require an original signature and documentation that the signer is an officer of Alta Forest Products authorized to sign the Application. I believe the Application we have received has a photocopied signature for Ryan W. Comer.

I checked the Washington Secretary of State web site and the 2018 and 2019 entries for Alta Forest Products on the Idaho Secretary of State Web site. I didn't find any information for Mr. Comer so we will need some documentation indicating he is an officer of Alta Forest Products.

Thanks,

Shaun Maxey

Shaun M. Maxey
Sr. Water Resource Agent
Idaho Department of Water Resources, Northern Region
7600 N Mineral DR Suite 100
Coeur d'Alene, ID 83815-7763
Phone (208) 762.2816 /2800
Fax (208) 762.2819
www.idwr.idaho.gov

From: Jones, Doug
Sent: Wednesday, July 31, 2019 3:07 PM
To: clivejstrong@gmail.com
Subject: RE: Alta Forest Products - Naples App

Clive,

It is in queue to data enter and then review prior to advertising.

Thanks for your help getting the confirmation.

Doug

From: clivejstrong@gmail.com [<mailto:clivejstrong@gmail.com>]
Sent: Wednesday, July 31, 2019 2:25 PM
To: Jones, Doug <Doug.Jones@idwr.idaho.gov>
Subject: RE: Alta Forest Products - Naples App

Maxey, Shaun

From: Dennis Weed <dweed@boundaryedc.com>
Sent: Tuesday, July 02, 2019 3:38 PM
To: Maxey, Shaun
Subject: Alta Water Permit
Attachments: Alta Water Permit_Scan.jpg

Shaun,

Hope you are doing well. Attached are the two parts of the application we discussed for the Alta Forest Products, LLC Application water permit on June 10, 2019. The water amounts have TBD because we are reviewing the water amounts again to ensure that we are accurate for each application. I wanted to ensure that #5 and #9 are in the format you require with the correct information in each box. Please let me know if the information is correct per our conversation. Let me know if you cannot open the file. We will resubmit the application next week. Thanks.

P.S. Alta Forest Products now has the Deed of Title for the property and it will be submitted with the application along with a copy from the County records.

Dennis

Dennis E Weed
Boundary County Economic Development - Director
208-627-2762
dweed@boundaryedc.com



Virus-free. www.avg.com

Maxey, Shaun

From: Maxey, Shaun
Sent: Wednesday, June 26, 2019 11:32 AM
To: Northern Region
Subject: FYI: ArcMap Boundary County tax parcel update coming soon

Hi:

Wilma Robertson, at the IDWR State office, has informed me that we may be getting an update soon to the Boundary County parcel layer in ArcMap.

This came up because of a tax parcel that currently displays no owner. This parcel is the point of diversion for a new Application For Permit (Alta Forest Products, Inc.)

Thanks,

Shaun

Shaun M. Maxey
Sr. Water Resource Agent
Idaho Department of Water Resources, Northern Region
7600 N Mineral DR Suite 100
Coeur d'Alene, ID 83815-7763
Phone (208) 762.2816 /2800
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