



March 11, 2019

RECEIVED
MAR 15 2019
Department of Water Resources
Eastern Region

State of Idaho –Dept of Water Resources
IDWR Eastern Region
900 N Skyline Dr Ste A
Idaho Falls, ID 83402-1718

Please accept this letter as written notification that Columbia State Bank hereby releases any and all security interest in the Water Right/Permit No(s): 34-4017, 34-7113, and 34-7562 owned by Mark & Jennifer Holmes.

The Security Interest, Foundation Bank was acquired by Pacific Continental Bank who was then acquired by Columbia State Bank. The acquisition documentation is enclosed for your review as well as a copy of the Proof Reports for each of the water rights being released.

If you have any additional questions, please contact Wendy Callison at (541) 984-2290.

Columbia State Bank

By: Wendy Callison

Title: APP

SUPPORT DATA

IN FILE # 34-4017

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

2/27/2019

Water Right 34-7562

Owner Type **Name and Address**
Current Owner MARK & JENNIFER HOLMES
 PO BOX 322
 MEDINA, WA 98039-0322
 (425) 351-4000

Security Interest FOUNDATION BANK
 1110 112TH AVE NE STE 200
 BELLEVUE, WA 98004

Security Interest D L EVANS BANK
 PO BOX 87
 TWIN FALLS, ID 83303-0087
 (208) 736-9300

Priority Date: 11/14/1994

Basis: License

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	01/01	12/31	0.100 CFS	3.0 AF
	<u>Total Diversion</u>		0.100 CFS	3.0 AF

Source and Point(s) of Diversion

GROUND WATER NENW Sec. 18, Twp 07N, Rge 24E, CUSTER County

Place Of Use

DOMESTIC within CUSTER County

T07N R24E S18 NENW

Conditions of Approval:

1. X01 Domestic use is for 3 homes and a bath house.
2. 187 The irrigation occurring under this domestic use shall not exceed 1/2 acre for each of the 3 homes.
3. 071 The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

2/27/2019

Water Right 34-4017

Owner Type **Name and Address**
Current Owner MARK & JENNIFER HOLMES
 PO BOX 322
 MEDINA, WA 98039-0322
 (425) 351-4000

Security Interest FOUNDATION BANK
 1110 112TH AVE NE STE 200
 BELLEVUE, WA 98004

Security Interest D L EVANS BANK
 PO BOX 87
 TWIN FALLS, ID 83303-0087
 (208) 736-9300

Priority Date: 6/1/1934

Basis: Decreed

Status: Active

Water Supply Bank Status: Active

Source
SPRING

Tributary
BIG LOST RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	5/01	10/15	0.270 CFS	
	<u>Total Diversion</u>		0.270 CFS	

Source and Point(s) of Diversion

SPRING L4(SESWSW) Sec. 7, Twp 07N, Rge 24E, CUSTER County

Place Of Use

IRRIGATION within CUSTER County

T07N R24E S7 L4	SWSW	5.0
T07N R24E S7	SESW	6.0
T07N R24E S18	NENW	7.0
POU Total Acres:		18.0

Conditions of Approval:

1. S34 THE PERIOD OF USE FOR IRRIGATION DESCRIBED ABOVE MAY BE EXTENDED IN SEASONS OF UNUSUAL CHARACTERISTICS TO A BEGINNING DATE OF 04-20 AND AN ENDING DATE OF 10-31 AT THE DISCRETION OF THE DIRECTOR OF THE IDAHO DEPARTMENT OF WATER RESOURCES.
2. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

2/27/2019

Water Right 34-7113

Owner Type **Name and Address**
Current Owner MARK & JENNIFER HOLMES
 PO BOX 322
 MEDINA, WA 98039-0322
 (425) 351-4000

Security Interest FOUNDATION BANK
 1110 112TH AVE NE STE 200
 BELLEVUE, WA 98004

Security Interest D L EVANS BANK
 PO BOX 87
 TWIN FALLS, ID 83303-0087
 (208) 736-9300

Priority Date: 6/3/1975

Basis: Decreed

Status: Active

Source
SPRINGS

Tributary
BIG LOST RIVER

Beneficial Use	From	To	Diversion Rate	Volume
COMMERCIAL	01/01	12/31	5.510 CFS	3,989.0 AF
WILDLIFE	01/01	12/31	5.510 CFS	3,989.0 AF
RECREATION	01/01	12/31	5.510 CFS	3,989.0 AF
AESTHETIC	01/01	12/31	5.510 CFS	3,989.0 AF
Total Diversion			5.510 CFS	3,989.0 AF

Source and Point(s) of Diversion

SPRINGS	L4(SESWSW)	Sec. 7, Twp 07N, Rge 24E,	CUSTER County
SPRINGS	L4(SESWSW)	Sec. 7, Twp 07N, Rge 24E,	CUSTER County
SPRINGS	L4(SESWSW)	Sec. 7, Twp 07N, Rge 24E,	CUSTER County

Place Of Use

AESTHETIC within CUSTER County

T07N R24E S7 L4	SWSW
T07N R24E S7	SESW
T07N R24E S18	NENW
T07N R24E S18 L1	NWNW

RECREATION within CUSTER County

T07N R24E S7 L4	SWSW
T07N R24E S7	SESW

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

2/27/2019

T07N R24E S18	NENW
T07N R24E S18 L1	NWNW

COMMERCIAL within CUSTER County

T07N R24E S7 L4	SWSW
T07N R24E S7	SESW
T07N R24E S18	NENW
T07N R24E S18 L1	NWNW

WILDLIFE within CUSTER County

T07N R24E S7 L4	SWSW
T07N R24E S7	SESW
T07N R24E S18	NENW
T07N R24E S18 L1	NWNW

Conditions of Approval:

1. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 34.
2. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
3. 205 The approval of this transfer redefines all of the elements of this water right, and the new use of water authorized by this approval shall constitute the full extent of the right.
4. 004 This right does not grant any right-of-way or easement across the land of another.
5. Aesthetic, Commercial, Recreation and Wildlife uses are for two ponds.
6. 106 Prior to the diversion and use of water under this approval, the right holder shall comply with applicable water quality permitting requirements administered by the Department of Environmental Quality.
7. T07 The right holder shall accomplish the change authorized by this transfer within one year(s) of the date of this approval.
8. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
9. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

FILED
SEP 06 2016
WA SECRETARY OF STATE

ARTICLES OF MERGER
OF
PACIFIC CONTINENTAL BANK
AND
FOUNDATION BANK

APPROVED
Richard M. Fiedler
DIRECTOR OF BANKS
DEPARTMENT OF FINANCIAL INSTITUTIONS

09/06/16 3256970-
002
\$180.00 R
ID: 3319098

To the Secretary of State
State of Washington

Pursuant to the provisions of the Washington Commercial Bank Act, the bank and the foreign bank herein named do hereby submit the following articles of merger.

1. Annexed hereto and made a part hereof is the Bank Plan of Merger for merging Foundation Bank (the "Bank"), a Washington state-chartered bank, with and into Pacific Continental Bank ("PCB"), an Oregon state-chartered bank, with PCB continuing its existence as the surviving entity, as adopted by the Board of Directors of PCB on April 24, 2016, and adopted by the Board of Directors of the Bank on April 24, 2016.

2. The merger was approved by the sole shareholder of the Bank pursuant to the provisions of Section 30A.49.060 of the Washington Commercial Bank Act.

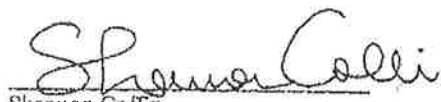
3. The merger of the Bank with and into PCB is permitted by the laws of the jurisdiction of organization of PCB and has been authorized in compliance with said laws.

4. The effective time and date of the merger herein provided for in the State of Washington shall be 5:02 p.m. (Pacific Time) on September 6, 2016.

Executed on September 1, 2016.

PACIFIC CONTINENTAL BANK

By: 
Roger S. Basse
Chief Executive Officer

By: 
Shannon Coffin
Secretary

FOUNDATION BANK

By: _____
Duane C. Woods
Vice Chairman and Interim Chief Executive
Officer

By: _____
Randy Cloos
Secretary

SIGNATURE PAGE TO
ARTICLES OF MERGER

Executed on September 1, 2016.

PACIFIC CONTINENTAL BANK

By: _____
Roger S. Busse
Chief Executive Officer

By: _____
Shannon Coffin
Secretary

FOUNDATION BANK

By:  _____
Dianne C. Woods
Vice Chairman and Interim Chief Executive
Officer

By:  _____
Randy Cloes
Secretary

SIGNATURE PAGE TO
ARTICLES OF MERGER



BANK PLAN OF MERGER

This **Bank Plan of Merger** (the "*Bank Plan of Merger*") is dated as of this 30th day of August 2016, and is by and between Pacific Continental Bank, an Oregon state-chartered bank ("*PCB*"), and Foundation Bank, a Washington state-chartered bank (the "*Bank*").

RECITALS

A. PCB is an Oregon state-chartered bank with its principal office at 111 West Seventh Avenue, Eugene, Oregon 97440.

B. The **Bank** is a Washington state-chartered bank with its principal office at 1110 112th Ave NE, Suite 200, Bellevue, Washington 98004.

C. Pacific Continental Corporation ("*PCC*") is an Oregon corporation and the parent holding company and sole shareholder of PCB.

D. Foundation Bancorp ("*Foundation Bancorp*") is a Washington corporation and the parent holding company and sole shareholder of the **Bank**.

E. This Bank Plan of Merger is part of an Agreement and Plan of Merger ("*Merger Agreement*"), dated as of April 26, 2016, by and among PCC, PCB, Foundation Bancorp and the **Bank**, which Merger Agreement sets forth certain conditions precedent to the effectiveness of this Bank Plan of Merger and other matters related to the merger contemplated by this Bank Plan of Merger (the "*Bank Merger*"). Capitalized terms that are used but not defined in this Bank Plan of Merger are used as defined in the Merger Agreement.

F. The Boards of Directors of each of PCB and the **Bank** have unanimously approved this Bank Plan of Merger and authorized its execution and the performance of all of its respective obligations hereunder. The sole shareholder of the **Bank** and the sole shareholder of PCB have each approved this Bank Plan of Merger.

G. At or prior to the date the **Bank Merger** becomes effective, the parties shall have taken all such actions as may be necessary or appropriate to effectuate the **Bank Merger**.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties hereby adopt this Bank Plan of Merger:

1. **EFFECTIVE DATE.** The effective date (the "*Effective Date*") of this Bank Plan of Merger shall be the date of filing of this Bank Plan of Merger with the Director of the Oregon Department of Consumer and Business Services acting by and through the Administration of the Division of Finance and Corporate Securities (the "*Oregon Director*") as required under the Oregon Bank Act and as of the date set forth in the Certificate of Merger issued by the Oregon Director and the filing of the Bank Articles of Merger with the Agency Director of the Washington State Department of Financial Institutions (the "*Washington Director*").

2. **BANK MERGER.** Effective as of 5:02 p.m. (Pacific Time) on the Effective Date (the "*Effective Time*"), the Bank shall merge with and into PCB with PCB being the surviving bank (the "*Surviving Bank*").

3. **ARTICLES OF INCORPORATION, BYLAWS, DIRECTORS AND OFFICERS.** At the Effective Time, PCB's articles of incorporation, bylaws and banking charter as in effect immediately prior to the Effective Date shall be the Surviving Bank's articles of incorporation, bylaws and banking charter. Until their successors are elected or appointed and qualified, and subject to prior death, resignation or removal, the Surviving Bank's officers shall be, as of the Effective Time, the individuals serving in such capacities for PCB immediately prior to the Effective Time. Until their successors are elected or appointed and qualified, and subject to prior death, resignation or removal, the Surviving Bank's directors shall be, as of the Effective Time, the individuals identified on Appendix A hereto.

4. **EFFECT OF THE BANK MERGER.**

4.1 Until changed by the Surviving Bank's Board of Directors, the locations and names of the existing offices of PCB and the Bank shall continue to be the locations of the offices of the Surviving Bank; and all corporate acts, plans, policies, contracts, approvals and authorizations of PCB and the Bank, and their shareholders, officers, agents, Boards of Directors, and committees elected or appointed thereby, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the Surviving Bank's acts, plans, policies, contracts, approvals, and authorizations and shall be as effective and binding thereon as the same were with respect to PCB and the Bank prior to the Effective Time.

4.2 At the Effective Time, all rights, franchises and interests of PCB and the Bank, respectively, in and to every type of property (whether real, personal, tangible or intangible) and choses in action shall be vested in the Surviving Bank by virtue of the Bank Merger without any deed or other transfer, and the Surviving Bank, without any order or action on the part of any court or otherwise, shall hold and enjoy all such rights and property, franchises, and interests, including appointments, designations and nominations, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises, and interests were held or enjoyed by PCB and the Bank, respectively, prior to the Effective Time.

4.3 At the Effective Time, all liabilities of PCB and the Bank shall become the Surviving Bank's liabilities; and all debts, liabilities, and contracts of PCB and the Bank, respectively, matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of accounts, or records of PCB and the Bank, shall be those of the Surviving Bank and shall not be released or impaired by the Bank Merger; and all rights of creditors and other obligees and all liens on property shall be preserved unimpaired.

4.4 The effect of the Bank Merger is as prescribed by law.

5. **CAPITALIZATION OF PCB.** PCB's authorized capital consists of 10,000,000 authorized shares of common stock, \$1.00 par value per share, of which one share is issued,

outstanding and fully paid as of the date hereof. There are no outstanding options, warrants or other rights to purchase or receive PCB securities.

6. **CAPITALIZATION OF THE BANK.** The Bank's authorized capital stock consists of 2,000,000 shares of common stock, \$1.00 par value, of which one share is issued, outstanding and fully paid and will be held by PCB (the "*Bank Common Stock*"). There are no outstanding options, warrants or other rights to purchase or receive the Bank Common Stock.

7. **CONVERSION OF SHARES.** As of the Effective Date, each outstanding share of PCB capital stock, all of which are held by PCC, shall continue to be outstanding as shares of the Surviving Bank, the holder of such shares shall retain all rights with respect to such shares as are in effect immediately prior to the Bank Merger, and each outstanding share of the Bank Common Stock, all of which will be held by PCB, will be cancelled.

8. **APPROVAL.** This Bank Plan of Merger has been approved by the board of directors and the sole shareholder of PCB and the board of directors and sole shareholder of the Bank in accordance with the applicable provisions of law and their respective articles of incorporation and bylaws. Certified copies of such approvals are attached as Exhibit A. Each of PCB and the Bank has procured all other consents and approvals, taken all other actions, and satisfied all requirements prescribed by law, necessary for consummation of the Bank Merger on the terms herein provided.

9. **CONDITIONS TO THE BANK MERGER.** All conditions precedent to the effectiveness of this Bank Plan of Merger as set forth in the Merger Agreement have been satisfied or waived.

SECRETARY'S CERTIFICATE

I certify that I am the Assistant Secretary of Columbia State Bank, located in Tacoma, State of Washington, and that I have been duly elected and am presently serving in that capacity in accordance with the Bylaws of said Corporation.

I further certify that, effective November 1, 2017, Pacific Continental Bank merged with and into Columbia State Bank, as evidenced by the attached Certificate of Merger issued by the Director of the Department of Financial Institutions of the State of Washington and by the attached Articles of Merger issued by the Secretary of State of the State of Washington.

The Certificate of Merger and the Articles of Merger are in full force and effect and have not been revoked or rescinded as of the date hereof.

IN WITNESS WHEREOF, I have affixed my signature and the corporate seal of Columbia State Bank, this 3rd day of November 2017.



A handwritten signature in cursive script that reads "Cathleen Dent".

Cathleen Dent
AVP and Assistant Corporate Secretary

In the matter of the merger of
Pacific Continental Bank,
Eugene, Lane County, Oregon,
and Columbia State Bank, Tacoma,
Pierce County, Washington

)
) CERTIFICATE
) OF
) MERGER
)

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, Columbia State Bank, Tacoma, Pierce County, Washington, has made application for a merger with Pacific Continental Bank, Eugene, Lane County, Oregon, under provisions of Title 30A RCW; and

WHEREAS, the Director of Banks, Department of Financial Institutions, Roberta Hollinshead ("Director"), has determined the following:

1. The resulting state bank, Columbia State Bank, meets the requirements of state law.
2. The Plan provides an adequate capital structure including surplus in relation to its other activities, which are to continue or are to be undertaken.
3. The Plan is fair to all parties concerned.
4. The Merger is not contrary to the public interest.

NOW, THEREFORE, I, Roberta Hollinshead, the undersigned Director of Banks for the Department of Financial Institutions of the State of Washington,

DO HEREBY CERTIFY, that the necessary instruments have been received and filed in this office on October 31, 2017, which comply with all the requirements of law to validate the Plan, and that the name of the resulting bank is Columbia State Bank, located in Tacoma, Pierce County, Washington; and such Merger is hereby approved effective on November 1, 2017.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Banks for the Department of Financial Institutions at the Capitol, in the City of Olympia, this 31st day of October, 2017.

Roberta Hollinshead

Roberta Hollinshead

Director of Banks

Department of Financial Institutions
State of Washington

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

CERTIFICATE OF MERGER

I, Kim Wyman, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

COLUMBIA BANKING SYSTEM, INC.

WA Profit Corporation

UBI: 601-087-915

Filing Date: November 1, 2017

Merging Entities:

600-389-639

PACIFIC CONTINENTAL CORPORATION



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 10/31/2017

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

CERTIFICATE OF MERGER

I, Kim Wyman, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

COLUMBIA STATE BANK

WA Bank Corporation
UBI: 601-480-486
Filing Date: November 1, 2017

Merging Entities:

602-284-691 PACIFIC CONTINENTAL BANK



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 10/31/2017

APPROVED
Roberta Hollinshead
DIRECTOR OF BANKS
DEPARTMENT OF FINANCIAL INSTITUTIONS

FILED

OCT 9 1 2017

WA SECRETARY OF STATE

STATE OF WASHINGTON
SECRETARY OF STATE

ARTICLES OF MERGER
OF
PACIFIC CONTINENTAL BANK WITH AND INTO COLUMBIA STATE BANK

November 1, 2017

Pursuant to Section 23B.11.050 and 30A.49 et. seq. of the Revised Code of Washington (the "RCW"), the undersigned as the corporations in a merger submit the following information:

1. The names of the corporations proposing to merge are PACIFIC CONTINENTAL BANK ("PCB"), an Oregon state-chartered bank and wholly-owned subsidiary of Columbia Banking System, Inc. ("Parent"), and COLUMBIA STATE BANK ("CSB"), a Washington state-chartered bank and wholly-owned subsidiary of Parent.
2. The name of the resulting bank is COLUMBIA STATE BANK.
3. Attached hereto as Exhibit A, and incorporated herein by this reference, is the Agreement and Plan of Merger ("Merger Agreement") which has been adopted by the Boards of Directors of both PCB and CSB and sets forth the plan of merger under which PCB will merge with and into CSB.
4. The Merger Agreement was approved by the sole shareholder of PCB pursuant to Sections 23B.11.030 and 30A.49.050 of the RCW.
5. The Merger Agreement was approved by the sole shareholder of CSB pursuant to Section 30A.49.050 of the RCW.
6. The charter of CSB will survive as the resulting corporation's charter.
7. The effective date of these Articles of Merger shall be November 1, 2017 at 12:03 a.m. Pacific time.

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