

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
FEB 28 2008
DEPARTMENT OF WATER RESOURCES

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s).	Adjudication Partial Decree No.	Split(s)	Water Right No(s).	Adjudication Claim No(s).	Split(s)
A 1.49 percent (0.67cfs/45cfs) portion of decreed right no. 85-15367	(same)	This is the initial split of this water right			

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. *Fee of \$100.00 enclosed.*
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**. *See Attachment 1 to this Notice, together with its exhibits.*
- C. Either of the following (if necessary to clarify diversion of water rights or other complex property descriptions):
- C.1 **PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claims(s) (these are on file with the county Planning and Zoning or Recorder's Office). *See Attachment 1, together with its exhibits.*
- OR**
- C.2. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**. *NA*

3. Name and Address of Former Owner/Claimant(s) Potlatch Corporation
 P.O. Box 1016
 Lewiston, ID 83501
4. New Owner/Claimant(s) Potlatch Forest Holdings, Inc.
 New Mailing Address 601 W. First Ave., Suite 1600
 Spokane, WA 99201
 New Telephone Number: 509-835-1500

SUPPORT DATA
IN FILE # 85-15367
see also 83-4004

5. Date you acquired the property February 3, 2006

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use Commercial, Industrial and Irrigation	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number: 85-15367		
Irrigation	0.04 cfs and 7 acre feet per annum	Approx. 1.5 acres
Stock		
Domestic		
Other (commercial)	0.63 cfs and 8.3 acre feet per annum	Various year-round uses in commercial forestry greenhouse operation on a parcel of approximately 11.1 acres, including equipment washing, culinary and sanitary uses, laboratory purposes and related uses, and seedling and other plant irrigation as noted above.
Totals	0.67 cfs and 15.3 acre feet per annum	

Note: The remaining 44.3 cfs portion of WaterRight No. 85-15367(which has no volumetric limit) remains with Potlatch Forest Products Corporation, the successor to Potlatch Corporation (and for which a separate Notice of Change of Ownership will be filed).

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature of New Owner(s) or Claimant(s):

Potlatch Forest Holdings, Inc.

By: 
Brent Stinnett
Vice President

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only

Received by _____ Date _____ Receipt Amt. _____
Received by _____ Date _____ Receipt No. _____

Processed by _____ AJ Date _____ WR _____ Date _____

AGREEMENT CONCERNING WATER RIGHTS AND WATER SUPPLY

This Agreement Concerning Water Rights and Water Supply (this "Agreement") is entered effective as of February 3, 2006 by and between Potlatch Forest Products Corporation, a Delaware corporation ("PFPC") and Potlatch Forest Holdings, Inc., a Delaware corporation ("PFHI").

Recitals

A. Pursuant to that certain Contribution and Assumption Agreement (the "Contribution Agreement"), dated effective December 30, 2005, and Bargain and Sale Deed (the "Deed") dated December 30, 2005, Potlatch Corporation ("Old Potlatch") transferred and conveyed to PFPC industrial facilities, including manufacturing facilities for consumer products, pulp and paperboard, and wood products, and the real property on which such facilities are located adjacent to the Clearwater River in Lewiston, Idaho, together with appurtenances (the "PFPC Property"). The Deed was recorded as Instrument No. 726615 in the records of Nez Perce County, Idaho. A copy of the Deed is attached as Exhibit A.

B. Pursuant to the transaction described in Recital A, Old Potlatch retained certain real property and facilities, including a parcel containing a greenhouse operation adjacent to the PFPC Property and its appurtenances (the "Greenhouse Parcel"). The Greenhouse Parcel and the PFPC Property are depicted on Exhibit B. The Greenhouse Parcel contains, among other facilities, certain water pumps, pipes, and related equipment that have been used to divert water from the Clearwater River for a research project on such parcel (the "Greenhouse Pump Facility").

C. In connection with the conversion of Old Potlatch to a real estate investment trust, Old Potlatch was merged into PFHI effective February 3, 2006.

D. Prior to the transactions described in Recitals A-C, Old Potlatch was the sole owner of decreed water right no. 85-15367 (the "Water Right") for 45 cubic feet per second ("cfs") under a priority of November 25, 1949, pursuant to which water is diverted from the Clearwater River and placed to beneficial use for industrial and related purposes on the PFPC Property and the Greenhouse Parcel. A copy of the partial decree for the Water Right issued by the Snake River Basin Adjudication court is attached as Exhibit C. The Deed is silent as to what portions of the Water Right are appurtenant, respectively, to the PFPC Property and to the Greenhouse Parcel, and the parties desire to clarify this point.

E. Prior to the transactions described in Recitals A-C, Old Potlatch also was the sole owner of decreed water right no. 85-04108 for 30 cfs under a priority of October 17, 1963. A copy of the partial decree for water right no. 85-04108 issued by the Snake River Basin Adjudication court is attached as Exhibit D. Water diverted under this second right has not been placed to beneficial use on the Greenhouse Parcel, and instead has been used, and continues to be used, solely on the PFPC Property. Old Potlatch

conveyed water right no. 85-04108 in its entirety to PFPC pursuant to the Contribution Agreement and Deed.

F. PFPC maintains and operates on the PFPC Property certain pumps, pipes, valves, and related fixtures and equipment (the "Diversion Facilities") by which water under the Water Right is diverted, treated, and delivered to uses on the PFPC Property. PFPC also maintains and operates a four-inch diameter pipeline from the Diversion Facilities to the Greenhouse Parcel (the "Pipeline") by which a portion of the water diverted through the Diversion Facilities under the Water Right is delivered to the Greenhouse Parcel for beneficial uses there. The Diversion Facilities and the Pipeline have been in operation for many years and are located as indicated on Exhibit E.

G. The maximum amount of water annually diverted through the Pipeline, delivered to the Greenhouse Parcel, and placed to beneficial use there, is approximately five million gallons, or 15.3 acre-feet. This water, which has been metered and calculated annually, has been supplied at a maximum rate of 0.67 cfs (300 gallons per minute) and has been used to irrigate approximately one acre of seedlings and other plants, and for associated commercial purposes, on the Greenhouse Parcel. All of this water has been diverted under the Water Right.

H. Since the Deed was executed and delivered, PFPC has continued to maintain, operate and deliver water through the Diversion Facilities and Pipeline for the benefit of the Greenhouse Parcel. The parties wish to formalize their relationship as to the Water Right, Diversion Facilities and Pipeline; place a limit on the time during which PFPC will continue to supply water to the Greenhouse Parcel; and set forth the circumstances under which PFHI will cease relying on the Diversion Facilities and establish its own diversion facilities through which to divert and deliver that portion of the Water Right described in Recital G.

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Agreement Terms

1. Ownership of Water Right. The parties hereby acknowledge and agree that, by operation of law, the 0.67 cfs and 15.3 acre-foot portion of the Water Right that is and has been beneficially used annually on the Greenhouse Parcel (the "Greenhouse Water Right") is appurtenant to such parcel and now is the property of PFHI, and that the remaining portion of the Water Right that is and has been beneficially used on the PFPC Property (the "PFPC Property Water Right") is appurtenant to the PFPC Property and was conveyed to PFPC by means of the Deed. PFPC disclaims any interest in the Greenhouse Pump Facility.

a. By recognizing and confirming the Greenhouse Water Right and its historical diversion rate and use, the parties agree that PFPC has made no representations or warranties, and makes none herein, as to the annual volume of

diversion, the rate of diversion, or the historical consumptive use that might be recognized under the Greenhouse Water Right by any state or other agency or court, whether in the context of any final decree, future water right transfer, or other transaction or occurrence affecting the Greenhouse Water Right.

b. The Greenhouse Water Right is the only water right that passed to or was retained by PFHI by means of the Deed or the Contribution Agreement, or otherwise, and PFPC hereby confirms such conveyance and disclaims any interest in the Greenhouse Water Right. All other water rights held or used by PFPC, including, without limitation, the 30-cfs water right described in recital E above, remain the property of PFPC.

c. PFPC and PFHI each shall file, with the Idaho Department of Water Resources ("Department"), change of water right ownership documentation substantially in the form as depicted on Exhibit F, together with any additional documents deemed necessary by the Department, which shall provide notice of the change of ownership of the PFPC Property Water Right as provided herein and to ensure that the Department's records properly reflect ownership of the Greenhouse Water Right and the PFPC Property Water Right.

2. PFPC's Obligations Regarding Water Supply Facilities. Until the earlier of January 1, 2010, or the date on which PFHI establishes a separate point of diversion for the Greenhouse Water Right, PFPC shall, subject to the provisions of this Agreement:

a. continue operating the Diversion Facilities, including the water treatment equipment, for PFHI's benefit and provide water to the Greenhouse Parcel in amounts not to exceed the Greenhouse Water Right, subject to such shut-downs or outages necessitated by maintenance or replacement of equipment, or by conditions over which PFPC has no control; and

b. maintain the Pipeline as necessary to continue supplying water to the Greenhouse Parcel under the Greenhouse Water Right.

3. PFHI's Obligations Regarding Water Supply Facilities. PFHI shall:

a. pay to PFPC, beginning June 1, 2008, \$0.10 per 1,000 gallons for the water supplied to PFHI via the Diversion Facilities and the Pipeline to cover PFHI's reasonable share of the operation and maintenance of the Diversion Facilities and Pipeline for the period during which PFPC supplies water to PFHI, it being understood and agreed that after such date PFPC shall have no obligation to operate such facilities for PFHI's benefit, or to supply water to PFHI, without such contribution from PFHI;

b. begin immediately and work diligently to establish a point (or points) of diversion (potentially including or consisting of the Greenhouse Pump Facility), from the Clearwater River or otherwise, for the Greenhouse Water Right.

that is separate from the Diversion Facilities and is otherwise configured so that PFHI no longer has any reliance on PFPC, the Diversion Facilities, or the Pipeline to supply water to the Greenhouse Parcel under the Greenhouse Water Right;

c. cease using and/or relying on the Diversion Facilities at the earlier of January 1, 2010 or the date on which the separate Greenhouse Water Right point of diversion is established (the "Separation Date"); and

d. no later than thirty days after the Separation Date, execute and deliver to PFPC a quitclaim deed or similar instrument acceptable to PFPC disclaiming and relinquishing any interest in, or entitlement to, the PFPC Property Water Right and to any easement, right-of-way, or facility located on the PFPC Property related to the Diversion Facilities; the Pipeline; and any easement, right-of-way, alignment, or corridor primarily associated with the Pipeline.

4. General provisions.

a. This Agreement contains the entire agreement between the parties related to the Diversion Facilities, Pipeline, Water Right, Greenhouse Water Right, Greenhouse Pump Facility, and PFPC Property Water Right. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

b. No modification, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both parties.

c. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, representatives, successors, agents, and assigns.

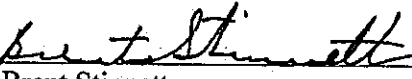
d. All notices to be given to the parties shall be in writing, delivered in hand, or by U.S. Mail, postage pre-paid directed to such parties address as stated above unless such party shall have directed in writing that notice be sent to a different address.

e. This Agreement may be executed in counterparts.

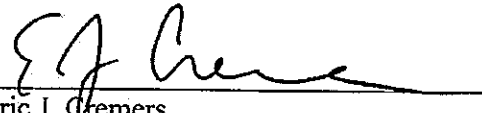
[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first written above.

POTLATCH FOREST HOLDINGS, INC.

By: 
Brent Stinnett
Vice President

POTLATCH FOREST PRODUCTS CORPORATION

By: 
Eric J. Cremers
Vice President, Finance and Chief Financial Officer

ACKNOWLEDGEMENTS

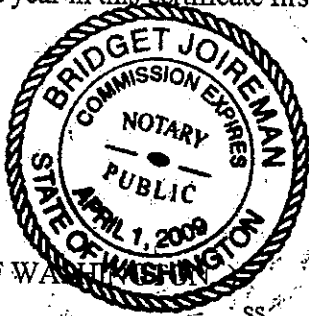
STATE OF WASHINGTON)

: ss.

County of Spokane)

On this 26 day of February, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Brent Stinnett, known or identified to me to be the Vice President of Potlatch Forest Products Corporation, whose name is subscribed to the foregoing.

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



Bridget Joireman
Notary Public for Washington State
Residing at Colbert, WA
My Commission expires: April 1, 2009

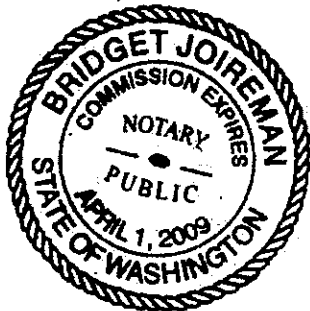
STATE OF WASHINGTON)

: ss.

County of Spokane)

On this 26 day of February, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Eric J. Cremers, known or identified to me to be the Vice President, Finance and Chief Financial Officer of Potlatch Forest Products Corporation, whose name is subscribed to the foregoing.

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



Bridget Joireman
Notary Public for Washington State
Residing at Colbert, WA
My Commission expires: April 1, 2009

FIRST AMERICAN TITLE HAS RECORDED THIS INSTRUMENT BY REQUEST AS AN ACCOMMODATION AND HAS NOT EXAMINED IT FOR REGULARITY AND SUFFICIENCY OR AS TO ITS EFFECT UPON THE TITLE TO ANY REAL PROPERTY THAT MAY BE DESCRIBED HEREIN.

LEWISTON COMPLEX

FILE NO. 726615
FILED FOR RECORD
REC. BY 2/00
2006 JAN 19 P 4:11
PATTY O. WEEKS
RECORDER, NEZ PERCE CO ID
BY Roberts DEPUTY

FIRST AMERICAN TITLE

BARGAIN AND SALE DEED

For valuable consideration, Potlatch Corporation, a Delaware corporation, bargains, sells and conveys to Potlatch Forest Products Corporation, a Delaware corporation, whose mailing address is P.O. Box 1016, Lewiston, Idaho 83501, all of the real property situate in the county of Nez Perce, State of Idaho, as described on an exhibit marked "Exhibit A", attached and incorporated by reference.

DATED: December 30, 2005.

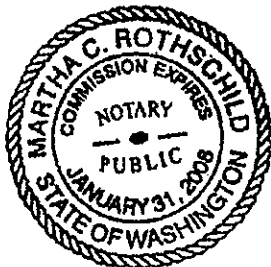
POTLATCH CORPORATION

By: L. Pendleton Siegel
(name and title) L. Pendleton Siegel
Chairman & CEO

STATE OF WASHINGTON)
County of Spokane) ss.

On this 30th day of December, 2005, before me, the undersigned, a notary public in and for said state, personally appeared L. Pendleton Siegel, known to me to be the CHAIRMAN & CEO of Potlatch Corporation, the corporate officer who executed the within and foregoing instrument, and acknowledged to me that he executed the same in his official capacity.

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



Martha C. Rothschild
Notary Public in and for the State of Washington
residing at Spokane, therein.
My Commission Expires: JANUARY 31, 2008

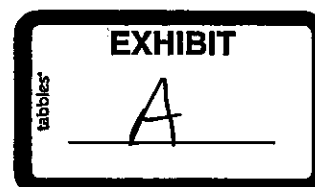


EXHIBIT A
Lewiston Complex

PARCEL 1:

Those portions of Sections 27, 28, 29, 32 33 and 34 of Township 36 North, Range 5 West Boise Meridian, Nez Perce County, Idaho lying South of the Clearwater River and the project boundary of Lower Granite Lock and Dam and North of the boundary line describe by a 2003 survey recorded as Nez Perce County instrument number 692426 on July 14, 2003:

EXCEPTING a parcel of land know as the Greenhouse parcel with the following description:

Commencing at the one quarter corner between Section 27 and 34, Township 36 North, Range 5 West Boise Meridian, thence on a bearing of North $86^{\circ} 38' 57.56''$ East, a distance of 556.626 feet to the Point of Beginning; thence South $72^{\circ} 58' 07.9''$ East, a distance of 442.833 feet; thence North a distance of 385.1415 feet; thence North $56^{\circ} 14' 49.25''$ West, a distance of 757.721 feet; thence North $65^{\circ} 32' 09.24''$ West, a distance of 735.4708 feet; thence South $36^{\circ} 53' 21.4''$ East, a distance of 660.0 feet; thence South $46^{\circ} 38' 21.4''$ East, a distance of 660.0 feet to the Point of Beginning. This plot consists of 11.1 acres more or less. All bearings are grid bearing of Lambert South Washington Zone.

ALSO EXCEPTING lands owned by Valley View Lands lying North and East of said 2003 survey line described as:

Commencing at the Quarter Corner between Sections 32 and 33, Township 36 North, Range 5 West Boise Meridian; thence North $0^{\circ} 10'$ East, 547.7 feet to the North Boundary of the Northern Pacific Railroad right of way the Point of Beginning; thence North $70^{\circ} 05'$ East, 454.69 feet; thence North $76^{\circ} 25'$ West, 1,436.67 feet; thence South $36^{\circ} 47' 44''$ West, 80.06 feet; thence South $44^{\circ} 20' 02''$ West, 117.34 feet; thence $43^{\circ} 10' 16''$ West, 50 feet; thence South $50^{\circ} 42' 41''$ West, 83.324 feet; South $0^{\circ} 10'$ West, 99.47 feet, thence South $89^{\circ} 50'$ West, 80.3 feet; thence South $0^{\circ} 10'$ West, 588.5 feet; thence North $75^{\circ} 20'$ East, 1,260.1 feet; thence $70^{\circ} 05'$ East, 90 feet to the Point of Beginning.

PARCEL 2:

All that portion of Government Lot 1 and the Northwest Quarter (NW1/4) of Section 34, Township 36 North, Range 5 West Boise Meridian, Nez Perce County, Idaho, which lies South of the revised right of way of the Northern Pacific Railway Company.

EXCEPTING THEREFROM: From the Southeast corner of Government Lot 1, said point being the Northeast corner of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section 34, Township 36 North, Range 5 West Boise Meridian, Nez Perce County, Idaho; thence North along the Section line a distance of 183.7 feet to a point on the centerline of the county road which is the True Place of Beginning; thence North $85^{\circ} 06'$ West along said centerline a distance of 363.0 feet; thence North $83^{\circ} 31'$ West along said centerline a distance of 184.4 feet; thence North $2^{\circ} 16'$ West a distance of 330.5 feet to a point on the South revised right of way line of the Camas Prairie Railroad; thence Easterly along said right of way to a point on the East Section line of Section 34; thence South a distance of 174.0 feet to the True Place of Beginning.

ALSO EXCEPTING THEREFROM: Commencing at the Southeast corner of said Section 34; thence North along the East line of said Section 34 a distance of 4,062.7 feet to the Point of Beginning; thence South $88^{\circ} 12'$ West a distance of 190.6 feet to a point; thence South $88^{\circ} 20'$ West a distance of 422.6 feet to a point; thence South $87^{\circ} 43'$ West a distance of 148.6 feet to a point; thence North $2^{\circ} 17'$ West a distance of 313.5 feet to the South line of the County Road; thence South $56^{\circ} 09'$ East along the South line of said County Road a distance of 107.6 feet to a point; thence South $82^{\circ} 42'$ East along the South line of said County Road a distance of 328.2 feet to a point; thence South $70^{\circ} 41'$ East a distance of 380.5 feet to a point on the East line of said Section 34; thence South along the East line of said Section 34 a distance of 61.2 feet to the Point of Beginning.

PARCEL 3:

The portion of the South Half of the Northeast Quarter (S1/2NE1/4) lying South of the County road, of Section 33, Township 36 North, Range 5 West Boise Meridian, Nez Perce County, Idaho

EXCEPTING THEREFROM: That part of the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) of Section 33, Township 36 North, Range 5 West Boise Meridian, Official Records of Nez Perce County, Idaho described as follows:

Commencing at the center of Section 33, Township 36 North, Range 5 West Boise Meridian; thence East 330 feet; thence North 1,233.3 feet to the South right-of-way line of the County Road; thence Southwesterly along the County Road to the Quarter Section line; thence South along the Quarter section line to the Place of Beginning, EXCEPTING therefrom the South 513.93 feet thereof.

ALSO EXCEPTING that portion of land lying in part of the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) of Section 33, Township 36 North, Range 5 West Boise Meridian, described as follows:

Commencing at the center of said Section 33, said point being marked by a brass cap monument; thence North $87^{\circ} 28' 14''$ East along the South line of said Southwest Quarter of the Northeast Quarter SW1/4NE1/4) of Section 33, 330.00 feet; thence North $2^{\circ} 28' 59''$ West, 562.79 feet to the Point of Beginning, said point being North $87^{\circ} 28' 14''$ East, 330.00 feet from the North and South center section line of said Section 33; thence North $50^{\circ} 13' 11''$ East, 274.32 feet; thence North $51^{\circ} 52' 06''$ East, 234.64 feet; thence North $56^{\circ} 29' 25''$ East, 80.50 feet; thence North $5^{\circ} 19' 15''$ West, 120.53 feet to a point on the South right-of-way line of a County Road; thence North $73^{\circ} 31' 06''$ West along said right-of-way, 229.96 feet to the beginning of a 1,169.70 foot radius curve to the left, said curve having a delta angle of $12^{\circ} 47' 43''$; thence Northerly along said right-of-way on said curve for a length of 261.22 feet; thence South $2^{\circ} 28' 59''$ East, 596.31 feet to the Point of Beginning.

PARCEL 4:

A parcel of land granted to Potlatch Forests Inc. in a deed recorded in Book 150 of Deeds at Page 301 on June 4, 1931, described as:

Beginning at a point on the East line of the Northwest Quarter (NW1/4) of Section 33, Township 36 North, Range 5 West Boise Meridian, Nez Perce County, Idaho, 1,136.26 feet more or less North of the Southeast corner of said Northwest Quarter (NW1/4) thence South 1136.26 feet to the southeast corner of said Northwest Quarter (NW1/4); thence West 75 feet; thence North parallel to and 75 feet distance from the said East line 970 feet; thence North $89^{\circ} 59'$ West, 397.4 Feet; thence North $00^{\circ} 02'$ East 135 feet more or less to the South boundary of the county highway; thence following the South boundary of the County Highway along the following courses; North $83^{\circ} 10'$ East, 34.83 feet; thence South $80^{\circ} 47'$ East, 149.26 feet; thence North $78^{\circ} 13'$ East, 188.54 feet; thence $83^{\circ} 10'$ East 106.60 feet, to the Point of Beginning.; subject to right of use by the Pioneer Educational Society or its successors or 0.31 acres thereof for church and school purposes as set forth in Deed from City of Lewiston to Clearwater Timber Company, dated July 6, 1925 and recorded September 28, 1925 in Book 137 of Deeds, Page 660 Records of Nez Perce County.

EXCEPTING THEREFROM a parcel of land described as;

Beginning at the center of Section 33, Township 36 North, Range 5 West, Boise Meridian; thence North $2^{\circ} 28' 59''$ West, 1,153.07 feet to the South boundary of the County Road; thence West along the County Road approximately 75 feet; thence South $2^{\circ} 28' 59''$ East, 1150 feet; thence

North 87° 28' 14" East, 75 feet to the Point of Beginning, containing 1.99 acres, more or less.

PARCEL 5:

A PARCEL OF LAND SITUATE IN THE Northwest corner of the Southeast Quarter (SW1/4) of Section 33 in Township 36 North, Range 5 West Boise Meridian, Nez Perce County, Idaho, and particularly described as:

Beginning at a point 325 feet South and 52 feet East of the center of Section 33, Township 36 North, Range 5 West Boise Meridian, running thence South 35° East, 295 feet, thence North 55° East, 295 feet, thence North 35° West 295 feet thence South 55° West, 295 feet, to the Point of Beginning, containing 2 acres of land.

Also Right of Way for a pipe line of convenient and necessary width beginning 5 feet East of the center of said center of said Section 33 and running thence South 35° East, 295 feet to the center of the North Westerly side of the above described tract.

Also assigning rights of grantor conveyed in a deed from W. F. and Dellos Schwandt dated June 30, 1926 and recorded in Book 142 of Deeds at Page 137 described as: Said parties of the first part also hereby, for the consideration paid aforesaid, grant, bargain, sell and convey to the said party of the second part, its successors and assigns the right to build, maintain and operate a road across the lands of said parties of the first part, to any reservoir which may be constructed at any time on the lands hereinabove described, said road to be private way only for travel as a private way for the purposes of said Clearwater Timber Company, its successors and assigns, to and from any such reservoir and for caring any pipe line or pipe lines and other necessary or convenient works to and from said reservoir and for use in the construction, maintenance, use and operation of any such reservoir in perpetuity, said part of the second part, its successors and assigns, to place a gate or gates at any place on such road where said Timber Company, its successors and assigns may find it necessary to go through the fence, the said road to be twenty feet wide clear of any inclosure thereof and above reservoir lands, need not be fenced if the reservoir shall be a closed top reservoir, but if not closed top, said Timber Company, its successors and assigns, shall keep same fenced and may do so at option of said Timber Company, its successors and assigns, even if top closed.

PARCEL 6:

The following described real property situate in Section 33, Township 36 North, Range 5 West Boise Meridian, Nez Perce County, Idaho, to-wit:

Exhibit A Lewiston Complex

Commencing at the center of Section 33, Township 36 North, Range 5 West, Boise Meridian, Nez Perce County, Idaho, thence South $2^{\circ} 23' 39''$ East, 712.0 feet; thence North $87^{\circ} 28' 14''$ East, 1,016.38 feet to the True Point of Beginning; thence North $87^{\circ} 28' 14''$, 313.0 feet; thence North $2^{\circ} 28' 26''$ West, 125.0 feet, thence South $65^{\circ} 42' 30''$ West, 337.15 feet to the True Point of Beginning. Said parcel containing 0.45 acres, more or less.

PARCEL 7:

A tract of land located in part of the Southeast Quarter (SE $\frac{1}{4}$) of Section 33, and part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 34, all in Township 36 North, Range 5 West Boise Meridian, Nez Perce County, Idaho, described as follows:

Commencing at the Northwest corner of said Southeast Quarter (SE $\frac{1}{4}$) of Section 33, being marked by a 2" iron pipe: thence North $87^{\circ} 28' 14''$ East, 1,328.36 feet along the center of Section 33 to a $\frac{1}{2}$ inch iron pin set to mark the Northwest corner of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) said Section 33, being the Point of Beginning;

thence continue North $87^{\circ} 28' 14''$ East, 1,328.36 feet to the Northeast corner of said Southeast Quarter (SE $\frac{1}{4}$), being marked by a 2 inch iron pipe in concrete; thence North $89^{\circ} 14' 39''$ East, 2,658.82 feet along the North line of said Southwest Quarter (SW $\frac{1}{4}$) of Section 34 to a 2 inch iron pipe marking the Northeast corner of said Southwest Quarter (SW $\frac{1}{4}$); thence South $2^{\circ} 12' 46''$ East, 420.27 feet; thence South $88^{\circ} 52' 55''$ West, 448.28 feet to a $\frac{1}{2}$ inch iron pin set; thence South $1^{\circ} 28' 05''$ West, 195.09 feet to a $\frac{1}{2}$ inch iron pin set; thence North $78^{\circ} 14' 26''$ West, 401.04 feet to a $\frac{1}{2}$ inch iron pin set; thence South $78^{\circ} 21' 31''$ West, 168.37 feet to a $\frac{1}{2}$ inch iron pin set; thence South $64^{\circ} 27' 04''$ West, 108.20 feet to a $\frac{1}{2}$ inch iron pin set; thence South $84^{\circ} 36' 32''$ West, 104.65 feet to a $\frac{1}{2}$ inch iron pin set; thence South $75^{\circ} 59' 29''$ West, 371.92 feet to a $\frac{1}{2}$ inch iron pin set; thence South $65^{\circ} 13' 49''$ West, 153.26 feet to a $\frac{1}{2}$ inch iron pin set; thence South

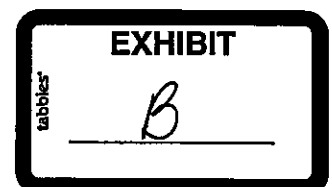
76° 25' 44" West, 623.61 feet to a ½ inch iron pin set; thence South 67° 24' 19" West, 115.15 feet to a ½ inch iron pin set; thence South 83° 26' 06" West, 610.64 feet to a ½ inch iron pin set; thence South 82° 36' 23" West 406.25 feet to a ½ inch iron pin set; thence North 87° 48' 57" West, 167.99 feet to a ½ inch iron pin set; thence South 79° 17' 07" West, 561.94 feet to a ½ inch iron pin set; thence South 67° 02' 56" West, 244.66 feet to a ½ inch iron pin set; thence South 76° 02' 44" West, 141.52 feet to a ½ inch iron pin set; thence South 75° 26' 25" West, 241.39 feet to a ½ inch iron pin set; thence South 75° 20' 03" West, 264.68 feet to a ½ inch iron pin set; thence South 39° 57' 41" West, 375.23 feet to a ½ inch iron pin set; thence South 75° 09' 52" West, 15.92 feet to a ½ inch iron pin set on the West line of said Southeast Quarter (SE1/4) of Section 33; thence North 2° 23' 39" West, 790.58 feet along said West line to a ½ inch iron pin set; thence North 87° 28' 14" East, 1,329.38 feet to a ½ inch iron pin set; thence North 2° 28' 27" West, 712.00 feet to the Point of Beginning. Containing an area of 79.76 acres more or less.

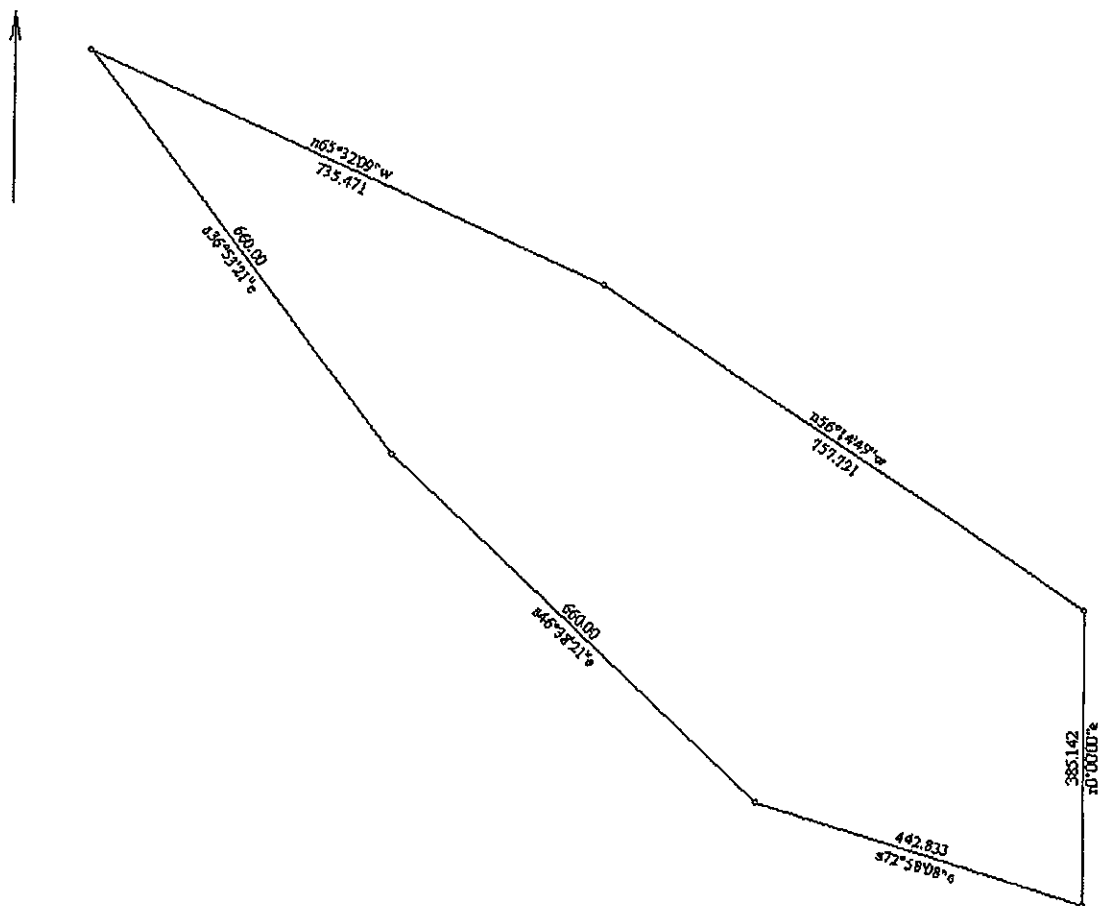
ALL Parcels subject to easements and restrictions of record.

LEGAL DESCRIPTION FOR LEWISTON GREENHOUSE

A parcel of land know as the Greenhouse parcel with the following description:

Commencing at the one quarter corner between Section 27 and 34, Township 36 North, Range 5 West, Boise Meridian, thence on a bearing of North 86° 38' 57.56" East, a distance of 556.626 feet to the POINT OF BEGINNING; thence South 72° 58' 07.9" East, a distance of 442.833 feet; thence North 0° 00' 00" East a distance of 385.1415 feet; thence North 56° 14;' 49.25" West, a distance of 757.721 feet; thence North 65° 32' 09.24" West, a distance of 735.4708 feet; thence South 36° 53' 21.4" East, a distance of 660.0 feet; thence South 46° 38' 21.4" East, a distance of 660.0 feet to the point of beginning. This plot consists of 11.1 acres more or less. All bearings are grid bearing of Lambert South Washington Zone.





Title: Lewiston Greenhouses		Date: 02-08-2008
Scale: 1 inch = 200 feet	File: GreenhousePlot.des	
Tract1: 11.087 Acres: 482971 Sq Feet: Closure = s43.1756e0.00 Feet: Precision>1/999999: Perimeter= 3641 Feet		
001=s72.5808e442.833	004=n65.3209w735.471	
002=n0.0000e385.142	005=s36.5321e660.00	
003=n56.1449w757.721	006=s46.3821e660.00	

2005 AUG 18 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
)
) Water Right 85-15367

NAME AND ADDRESS: POTLATCH FORESTS INC
PO BOX 1016
LEWISTON, ID 83501

SOURCE: CLEARWATER RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 45.00 CFS

PRIORITY DATE: 11/25/1949

POINT OF DIVERSION: T36N R05W S28 LOT 6 (SENESE) Within Nez Perce County

PURPOSE AND
PERIOD OF USE: PURPOSE OF USE PERIOD OF USE QUANTITY
Industrial 01-01 TO 12-31 45.00 CFS

PLACE OF USE: Industrial Within Nez Perce County

T36N R05W S27	NESH	LOT 6	(NESH)
LOT 5	(NESH)	LOT 5	(SESH)
LOT 6	(SESH)		SESH
	SESE	LOT 6	(SWSE)
	SESE		
S28	NESH	LOT 6	(NESH)
	NESH		SESH
LOT 5	(SESH)		SESH
LOT 6	(SESH)		NESH
LOT 6	(SESE)	LOT 7	(NESH)
LOT 7	(SESE)	LOT 8	(SESE)
S29	SESE	LOT 2	(SESE)
S32	NENE	LOT 7	(NENE)
LOT 6	(SWNE)		SENE
LOT 7	(SENE)		
S33	NENE		NWNE
	SWNE		SENE
	NENN		NWNN
	SWNN		SENN
S34	NENE	LOT 1	(NENE)
LOT 1	(NENE)		NWNE
	NENN		NWNN
	SWNN		

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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. I.C. SECTION 42-1412(6).

EXHIBIT

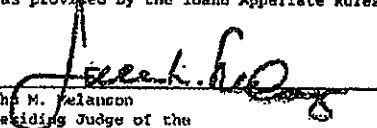
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SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

2005 AUG 18 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
) Water Right 85-04108

NAME AND ADDRESS: POTLATCH CORP
805 MILL RD
PO BOX 1388
LEWISTON, ID 83501

SOURCE: CLEARWATER RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 10.00 CFS

PRIORITY DATE: 10/17/1963

POINT OF DIVERSION: T36N R05W S28 LOT 6 (SESW) Within Nez Perce County

PURPOSE AND
PERIOD OF USE: PURPOSE OF USE PERIOD OF USE QUANTITY
Industrial 01-01 TO 12-31 10.00 CFS

PLACE OF USE: Industrial Within Nez Perce County
T36N R05W S33 NNNW
T36N R05W S27 LOT 6 (NESE) LOT 5 (NNSW)
LOT 5 (SWSW) LOT 6 (SESW)
LOT 6 (SWSE) LOT 6 (SESE)
S28 LOT 6 (NESE) NNSW
LOT 5 (SWSW) LOT 6 (SESW)
LOT 8 (NESE) LOT 7 (NNSW)
LOT 7 (SWSE) LOT 8 (SESE)
S29 LOT 2 (SESE)
S32 LOT 7 (NNSW) LOT 7 (SESE)
S33 NNSW NNSW
NNNW SENE
NNNW SNNW
SNNW
S34 LOT 1 (NNSW) LOT 1 (NNSW)
NNNW NNNW
SNNW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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. I.C. SECTION 42-1412(6).

EXHIBIT

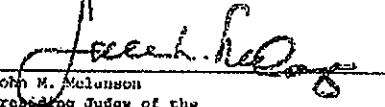
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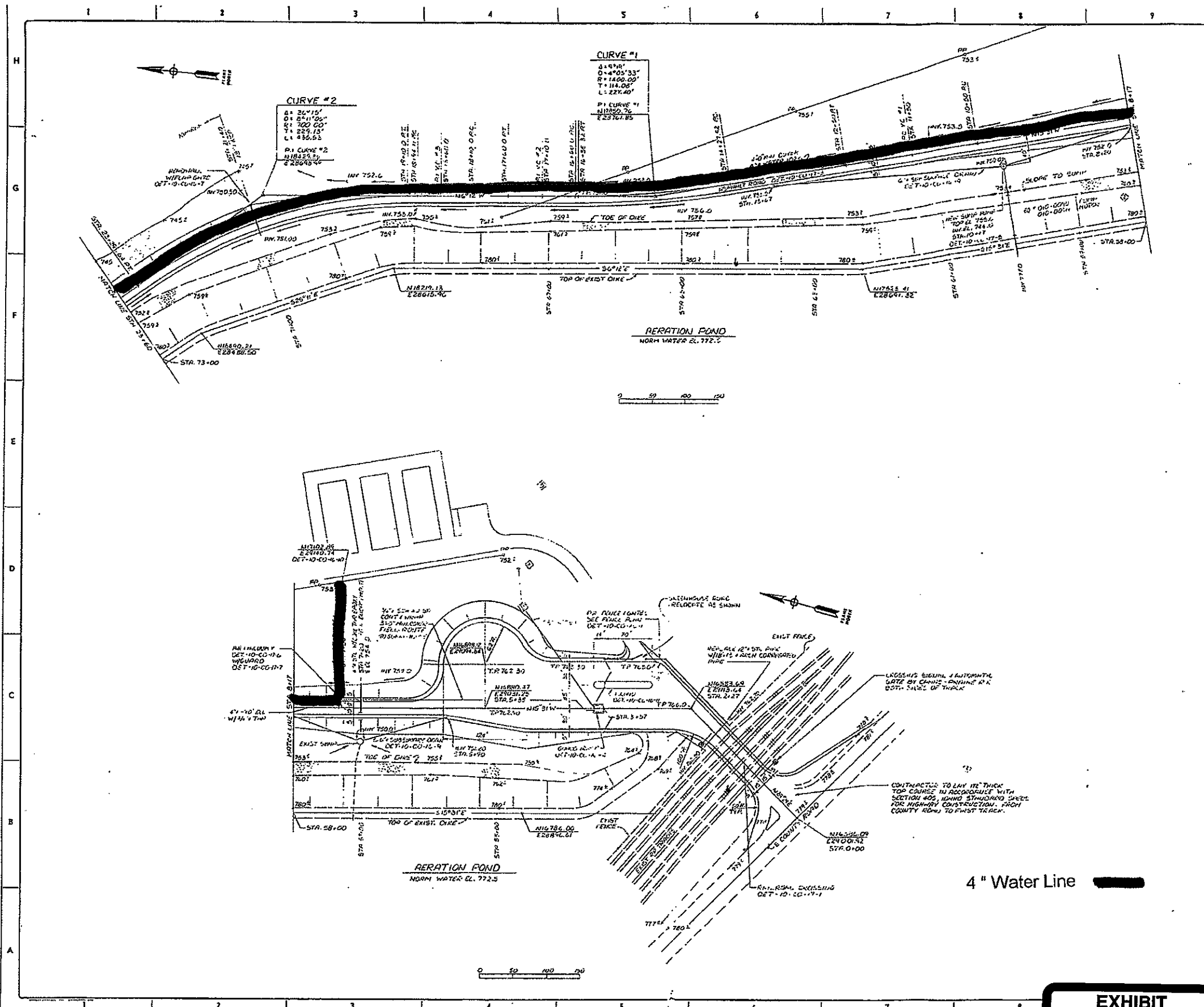
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SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication



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REV. NO.	DATE	DESCRIPTION
1	JUN 1978	REVISED LOCATION OF 4\"/>
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9	JUN 1978	REVISED LOCATION OF 4\"/>
10	JUN 1978	REVISED LOCATION OF 4\"/>

SEAL
Signature
DATE 6/15/78

Potlatch
SOUTH CAROLINA
PULP AND PAPER DIVISION
GREENVILLE

DESIGN: W.D. CONRAD
DATE: 4-25-78
CHECKED: A. KIMBELL
DATE: 5-29-78
APPROVED: [Signature]
DATE: 5-29-78

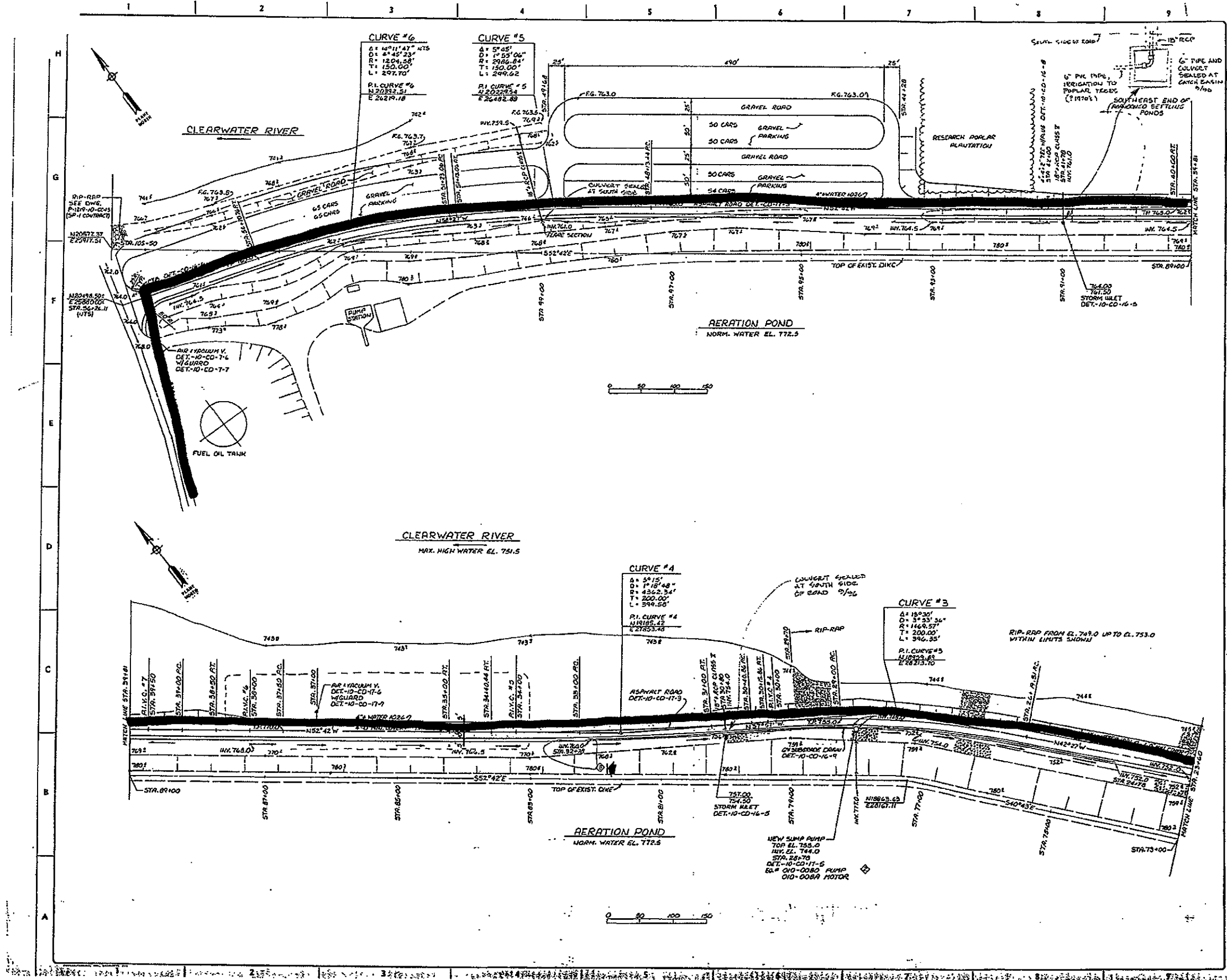
DRAWING TITLE
TISSUE MILL EXPANSION
GREENHOUSE ROAD
PLAN

POTLATCH CORPORATION
LEWISTON, IDAHO

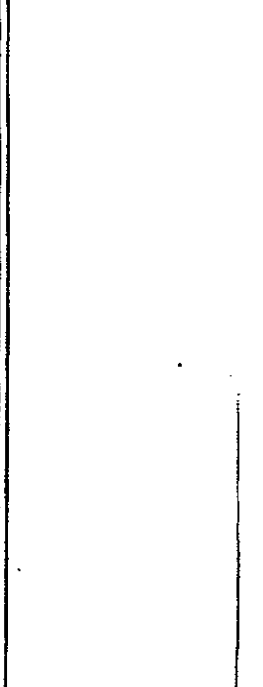
CLIENT DRAWING NUMBER

SHEET DRAWING NUMBER
P-1219-10-CC-15

EXHIBIT
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NOTES
1-4" WATER 1026 PIPE SHALL BE BLUE-BRUTE BY JOMUS MANVILLE W/CRST IRON FITTINGS



REV.	NO.	DATE	DESCRIPTION
1	1	JUN 01	OWNER'S APPROVAL
2	2	JUN 01	ADDED REMARK NO. 1 FOR CONSTRUCTION
3	3	JUN 01	ADDED REMARK NO. 2 FOR CONSTRUCTION
4	4	JUN 01	ADDED REMARK NO. 3 FOR CONSTRUCTION
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195	195	JUN 01	ADDED REMARK NO. 194 FOR CONSTRUCTION
196	196	JUN 01	ADDED REMARK NO. 195 FOR CONSTRUCTION
197	197	JUN 01	ADDED REMARK NO. 196 FOR CONSTRUCTION
198	198	JUN 01	ADDED REMARK NO. 197 FOR CONSTRUCTION
199	199	JUN 01	ADDED REMARK NO. 198 FOR CONSTRUCTION
200	200	JUN 01	ADDED REMARK NO. 199 FOR CONSTRUCTION

SEAL
POTLATCH CORPORATION
LEWISTON, IDAHO
DATE 6/1/01

Potlatch Corporation
Lewiston, Idaho
Map and Water Division
GREENVILLE SOUTH CAROLINA

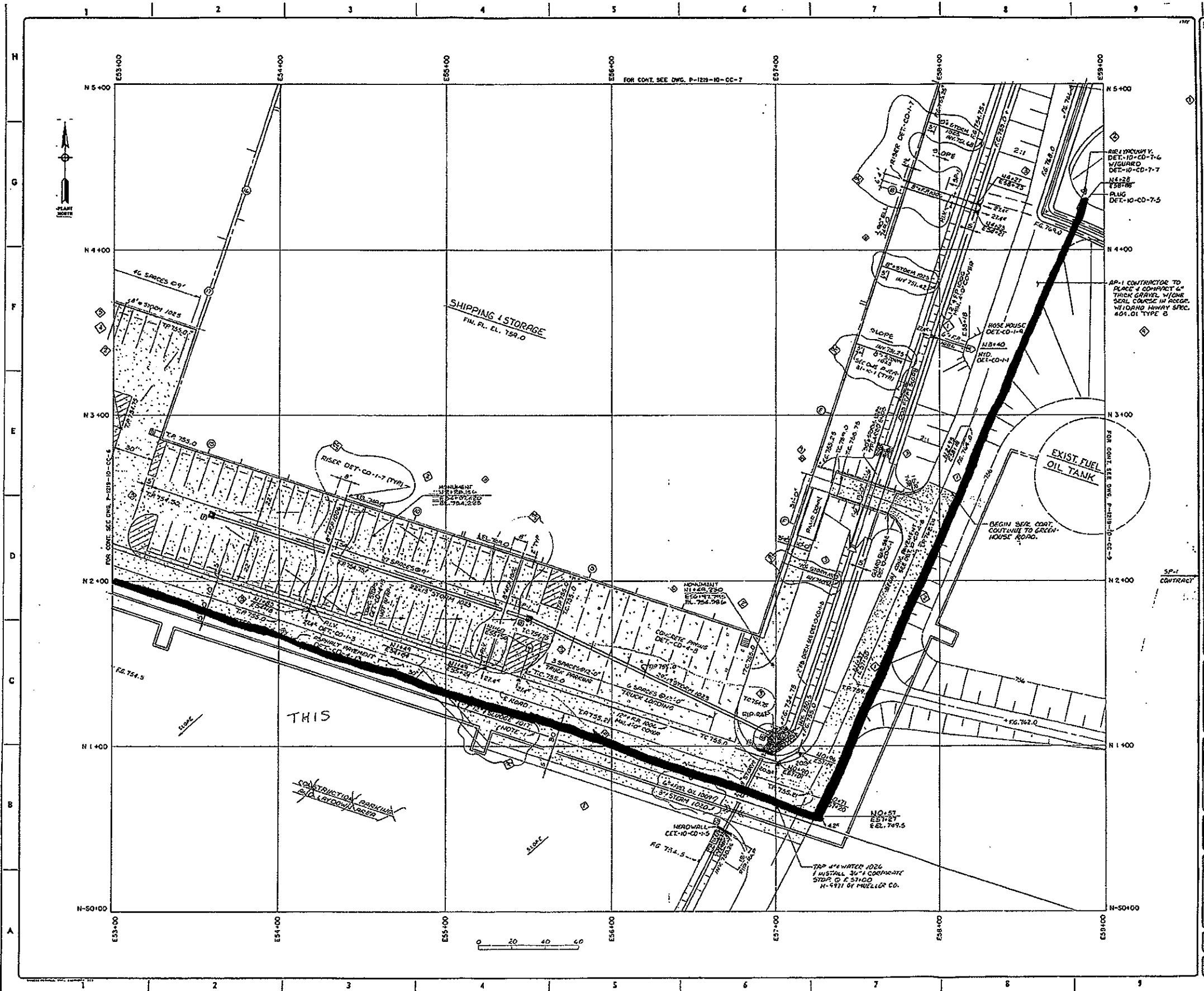
DR. W.D. LEONARD
DR. A. KIMBELL
DATE 4-23-79
SCALE 1"=40'

DRAWING TITLE
TISSUE MILL EXPANSION
GREENHOUSE ROAD
PLAN

POTLATCH CORPORATION
LEWISTON, IDAHO

CLIENT DRAWING NUMBER
P-219-10-CC-14

SHEET DRAWING NUMBER
P-219-10-CC-14



NOTES

1. SEE DWG. P-1219-10-CC-10 FOR SLUDGE, STEAM, & FUEL OIL LINES PLAN.
2. SEE DWG. R1219-10-CC-6 FOR STORM DRAINAGE SCHEDULE.
3. SEE DWG. R1219-10-CC-11 FOR 42" BASIN & EFFLUENT LINES.
4. DENOTES MILL CONTRACT NOT IN CONTRACT SP-1

NO.	DESCRIPTION
10	CHANGED RAMP ELEVATIONS
9	FOR PILING BIDS
8	ADDED NOTE
7	FOR CONTRACT E.P.-1
6	FOR INFORMATION ONLY
5	REVISED RAMP ELEVATIONS
4	BLOCK ADDED PAVING
3	REVISED RAMP ELEVATIONS
2	FOR BIDS
1	ADDED MONUMENTS & SLOPE OF PIPE ELEV. REV. REC.
0	CHANGED PAVING
1	FOR BIDS
2	ADDED MONUMENTS & SLOPE OF PIPE ELEV. REV. REC.
3	CHANGED PAVING
4	FOR BIDS
5	ADDED MONUMENTS & SLOPE OF PIPE ELEV. REV. REC.
6	CHANGED PAVING
7	FOR BIDS
8	ADDED MONUMENTS & SLOPE OF PIPE ELEV. REV. REC.
9	CHANGED PAVING
10	FOR BIDS

REVISIONS

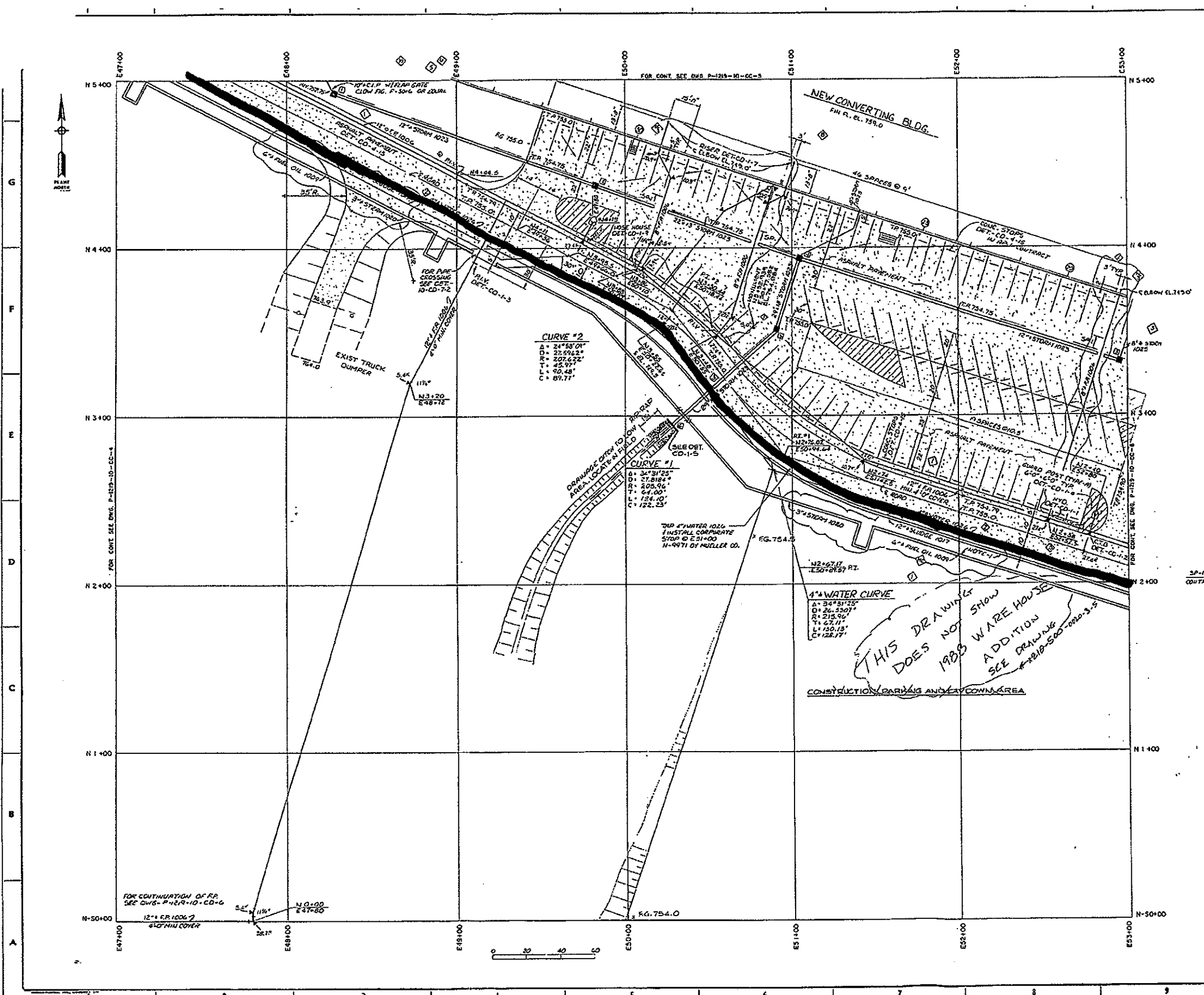
NO.	DATE	DESCRIPTION
1	3/17/78	DATE

POTLATCH
PULP AND PAPER DIVISION
GREENVILLE, SOUTH CAROLINA

DESIGNER
J. KOENIG
DATE 4-1-77
SCALE 1"=20'

DRAWING TITLE
TISSUE MILL EXPANSION
SITE PREPARATION
&
UTILITIES
POTLATCH CORPORATION
LEWISTON, IDAHO

CLIENT DRAWING NUMBER
P-1219-10-CC-8



NOTES

1-SEE DWG. P-1219-10-CC-10
SLUDGE, STORM, & FUEL OIL
PLAN.

2-SEE DWG. P-1219-10-CC
FOR STORM DRAINAGE
SCHEDULE.

3-⊗ DENOTES MILL CONTRA
NOT IN CONTRACT 5F

11	E	1	S	FOR PAVING BIDS
10	F	1	H	CHANGED FLAP GATE
9	F	1	1	ADDED 6" DRAIN
8	F	1	1	RELOCATED F.P.
7	E	1	1	ADDED MONUMENT
6	F	1	1	REMOVED REC BLDG. 11
5	F	1	1	REWORKING FOR BC-3 C
4	F	1	1	ADD 3" DRAIN DRAIN
3	F	1	1	FOR BC-3 C
2	F	1	1	FOR BC-3 C
1	F	1	1	ADDED P.V. VALVE
0	F	1	1	REMOVED SLO. 121
0	F	1	1	LOCATED K15.00 Y
0	F	1	1	RELOCATED HOC 800"
0	F	1	1	ADDED 3" WATER LINE
0	F	1	1	CHANGED F.P. LINE 2"
0	F	1	1	CHANGED CONTRAC
0	F	1	1	FOR CHD.

NOTE: CIRCLE ALL REVISIONS
WITH ORIGIN NUMBER.
ARROW INDICATE ONLY E
ARROW BEFORE NEXT RE

ISSUE CODE (C) MATL. T.O. (P)
AT PRELIMINARY (D) MATL. FURD.
BY DESIGN (E) BIDS

Pottlatch Portland Cement
Concrete Products
Division
Greenville, South Carolina, USA

J. E. KIZZINE COMPANY
ARCHITECTS
PULP AND PAPER DIVISION
GREENVILLE, SOUTH

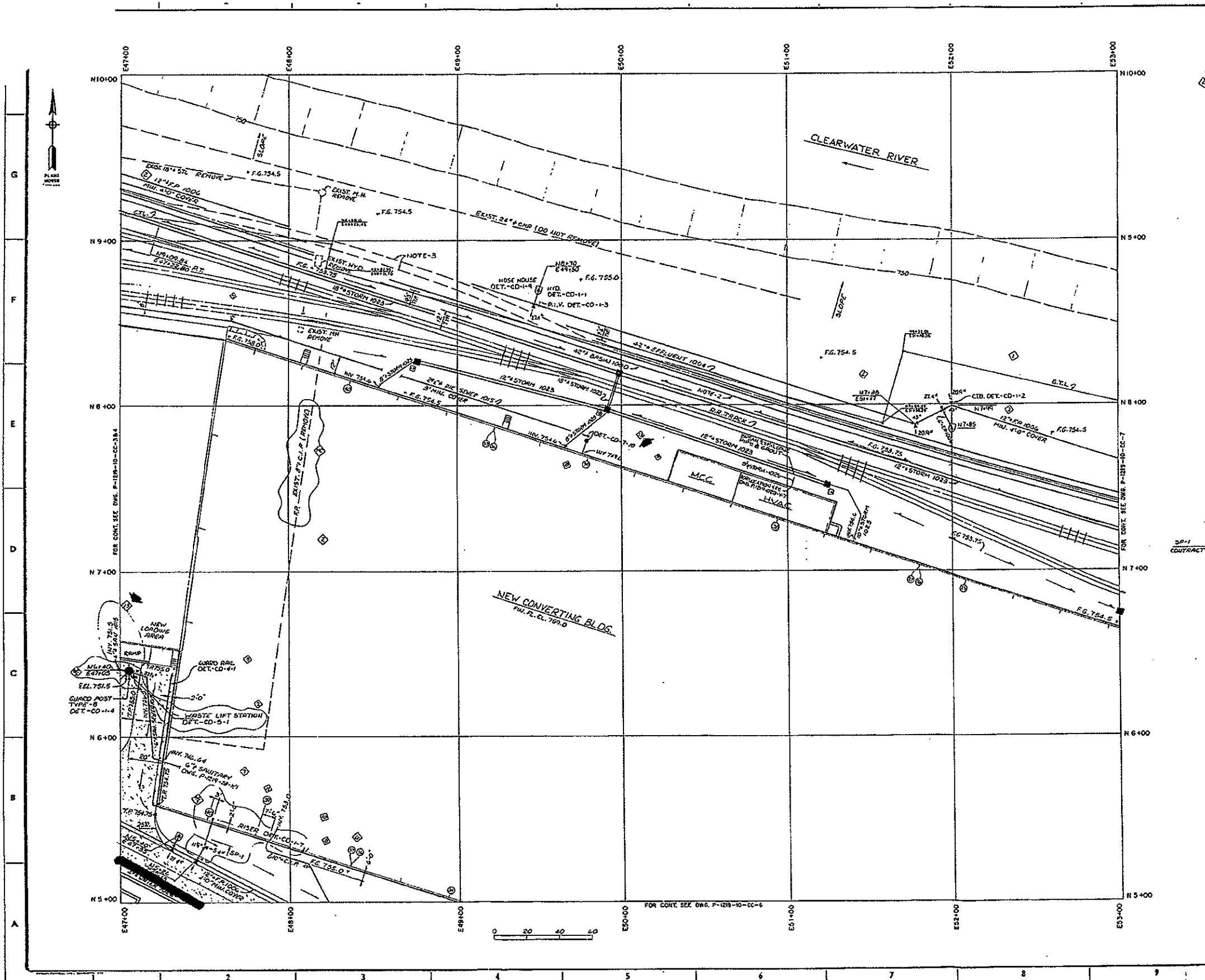
DAVID H. HOERNIG SCALE 3/8"
DATE 4-1-80
BY J. E. KIZZINE
CHECKED BY J. E. KIZZINE
FILE NUMBER C

DRAWING TITLE
TISSUE MILL EXPANSION
SITE PREPARATION
&
UTILITIES
POTLATCH CORPORATION
LEWISTON, IDAHO

CLIENT DRAWING NUMBER

SUPPLEMENTARY DRAWING NUMBER
P-1219-10-CC-6

10



NOTES

- 1- FOR STORM DRAINAGE SCHEDULE SEE DWG. P-1219-10-CC-5.
- 2- SEE DWG. P-1219-10-CC-11 FOR 42" EFFLUENT BASIN LINES.
- 3- EXIST. 42" EFFLUENT BASIN LINES TO BE REPLACED.
- 4- DENOTES MILL CONTRACT. NOT IN CONTRACT SP-1.

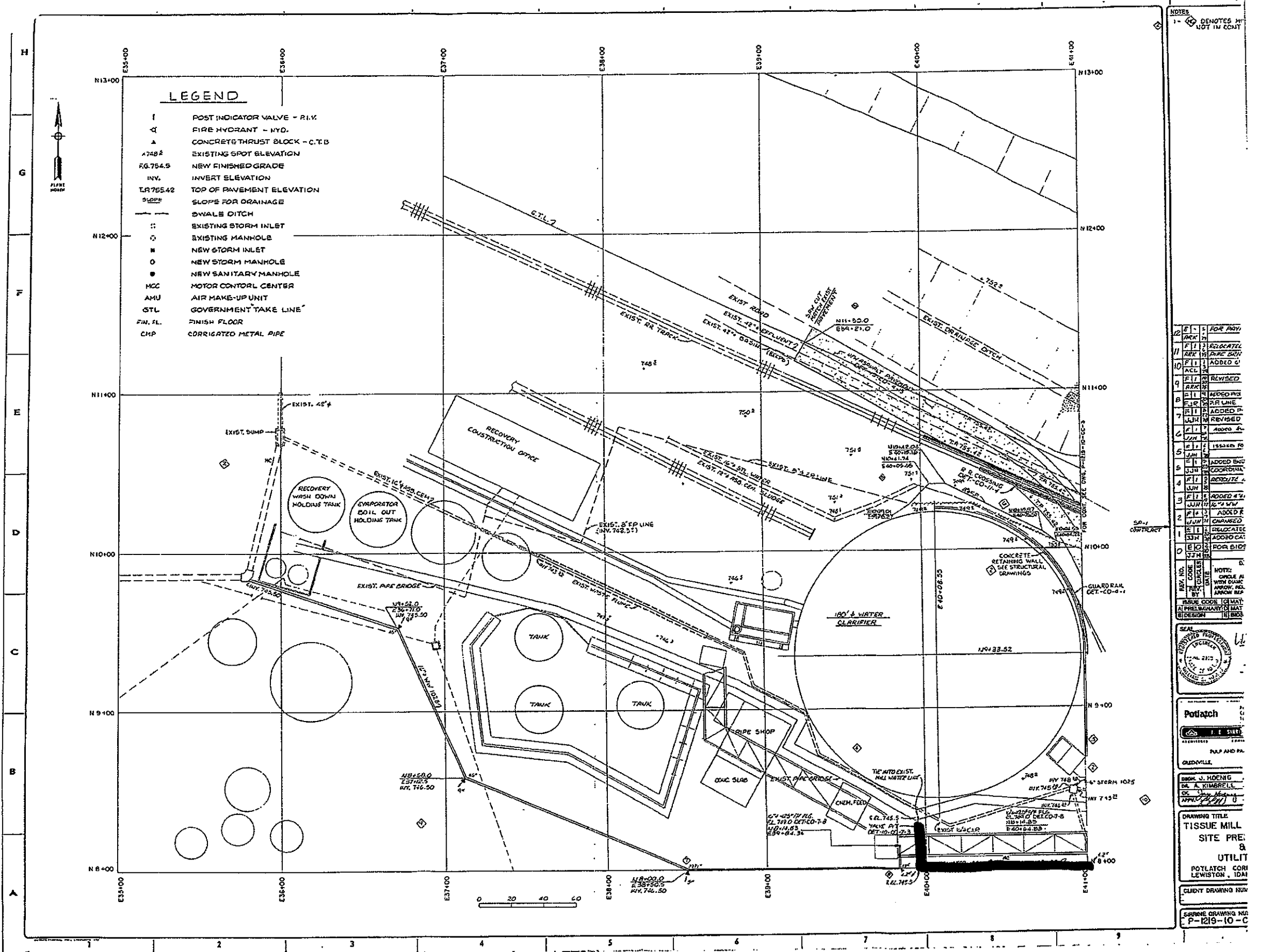
REV.	NO.	DATE	DESCRIPTION
1	1	1/17/79	ISSUED FOR 181
2	2	1/17/79	FOR 36" CONTRACT
3	3	1/17/79	FOR 36" CONTRACT
4	4	1/17/79	FOR 36" CONTRACT
5	5	1/17/79	FOR 36" CONTRACT
6	6	1/17/79	FOR 36" CONTRACT
7	7	1/17/79	FOR 36" CONTRACT
8	8	1/17/79	FOR 36" CONTRACT
9	9	1/17/79	FOR 36" CONTRACT
10	10	1/17/79	FOR 36" CONTRACT
11	11	1/17/79	FOR 36" CONTRACT
12	12	1/17/79	FOR 36" CONTRACT
13	13	1/17/79	FOR 36" CONTRACT

POTLATCH
JULIUS ROSENTHAL & SONS
CORPORATION
GREENVILLE, SOUTH CAROLINA

DR. J. HOENIG
SCALE SHOWN
DATE 4-1-77
FILE NUMBER B-2

DRAWING TITLE
TISSUE MILL EXPANSION
SITE PREPARATION
&
UTILITIES
POTLATCH CORPORATION
LEWISTON, IDAHO

CURRENT DRAWING NUMBER
P-1219-10-CC-5



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

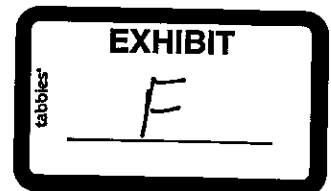
Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s).	Adjudication Partial Decree No.	Split(s)	Water Right No(s).	Adjudication Claim No(s).	Split(s)
A 1.49 percent (0.67cfs/45cfs) portion of decreed right no. 83-15367	(same)	This is the initial split of this water right			

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts. *Fee of \$100.00 enclosed.*
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**. *See Attachment 1 to this Notice, together with its exhibits.*
- C. Either of the following (if necessary to clarify diversion of water rights or other complex property descriptions):
- C.1 **PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claims(s) (these are on file with the county Planning and Zoning or Recorder's Office). *See Attachment 1, together with its exhibits.*
- OR**
- C.2. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**. *NA*

3. Name and Address of Former Owner/Claimant(s) Potlatch Corporation
 P.O. Box 1016
 Lewiston, ID 83501
4. New Owner/Claimant(s) Potlatch Forest Holdings, Inc.
 New Mailing Address 601 W. First Ave., Suite 1600
 Spokane, WA 99201
 New Telephone Number: 509-835-1500



5. Date you acquired the property February 3, 2006
6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use Commercial, Industrial and Irrigation	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number: 85-15367		
Irrigation	0.04 cfs and 7 acre feet per annum	Approx. 1.5 acres
Stock		
Domestic		
Other (commercial)	0.63 cfs and 8.3 acre feet per annum	Various year-round uses in commercial forestry greenhouse operation on a parcel of approximately 11.1 acres, including equipment washing, culinary and sanitary uses, laboratory purposes and related uses, and seedling and other plant irrigation as noted above.
Totals	0.67 cfs and 15.3 acre feet per annum	

Note: The remaining 44.3 cfs portion of WaterRight No. 85-15367 (which has no volumetric limit) remains with Potlatch Forest Products Corporation, the successor to Potlatch Corporation (and for which a separate Notice of Change of Ownership will be filed).

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature of New Owner(s) or Claimant(s): Potlatch Forest Holdings, Inc.

By: 
Brent Stinnett
Vice President

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only

Received by _____ Date _____ Receipt Amt. _____
Received by _____ Date _____ Receipt No. _____

Processed by _____ AJ Date _____ WR _____ Date _____