

RECEIVED

JAN 17 2025

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

IDWR / NORTH NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
91-7186	Yes ☐	Yes ☐		Yes ☐	Yes ☐
91-7876	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

91-7186: Patriot Investments LLC / 91-7876 Cherrytree Timber
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Roger D. Titus
New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

P.O. Box 19
Mailing address

ST Maries
City

ID
State

83861
Zip

(208) 245-5873
Telephone

tituslogging@gmail.com
Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 9/10/2024

6. Do you own the land identified as the water right place of use? Yes ☐ No ☐

- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
o \$25 per undivided water right.
o \$100 per split water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:

Roger Titus
Signature of new owner/claimant

Owner
Title, if applicable

1/14/25
Date

Roger Titus
Print name

Signature:

Signature of new owner/claimant

Title, if applicable

Date

Print name

For IDWR Office Use Only:

Received by: WMB Date: 1/17/25

Receipt No. N045154

Receipt Amt. 50.00

Active in the Water Supply Bank? Yes ☐ No ☐

If yes, forward to the State Office for processing

W-9 received? Yes ☐ No ☐

Name on W-9

Approved by

Processed by NS

Date 3/25/25

Requested Refund \$25.00 NS 3/25/25



Customize

Layer List

Layers

- Administrative Basins
- Irrigation Organizations
- Surface Water PODs
- Ground Water PODs
- ESPA Model Outline
- ESPA Model Grid
- Water Districts
- Surface Water POU's
- Ground Water POU's

Basemap Gallery

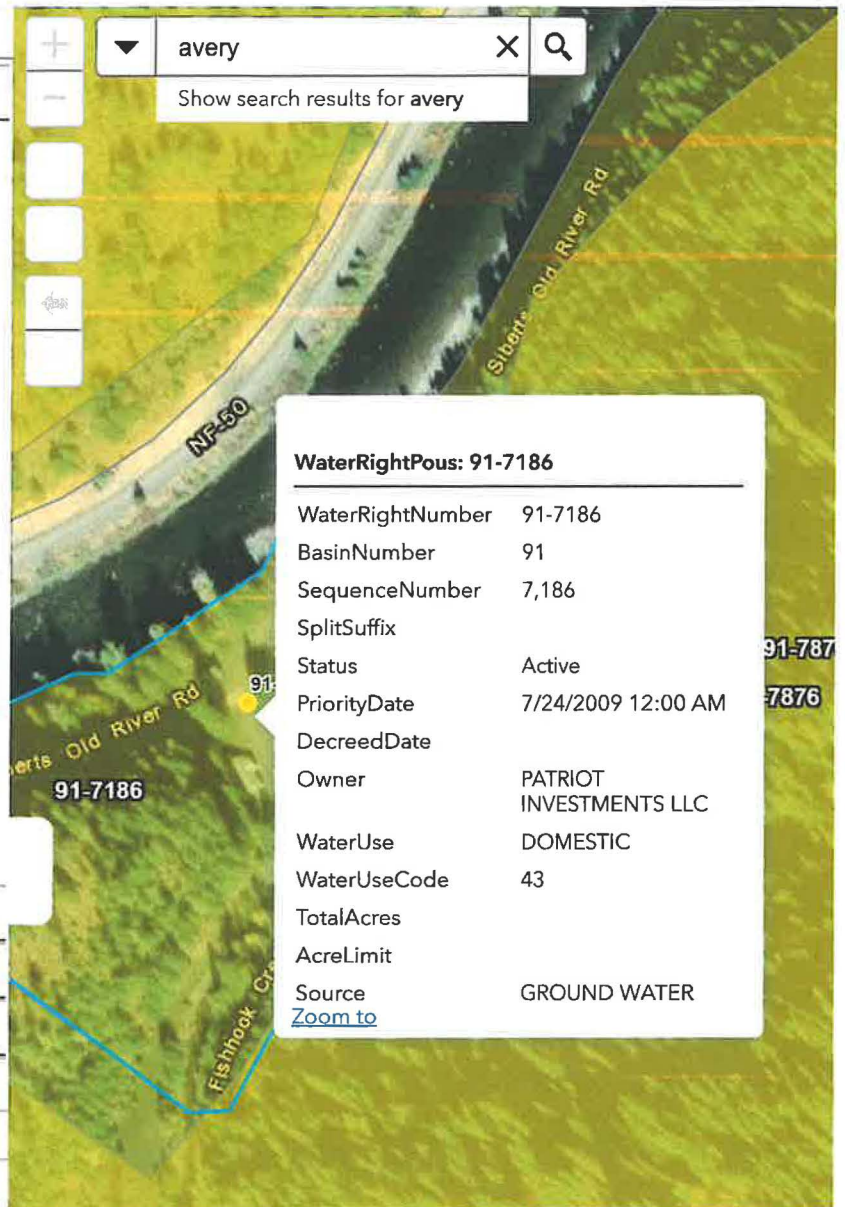
Filter

Add Data

Draw

Print or Download

Help and About



Point of diversion
#1

0 150 300ft



Customize

Layer List

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Basemap Gallery

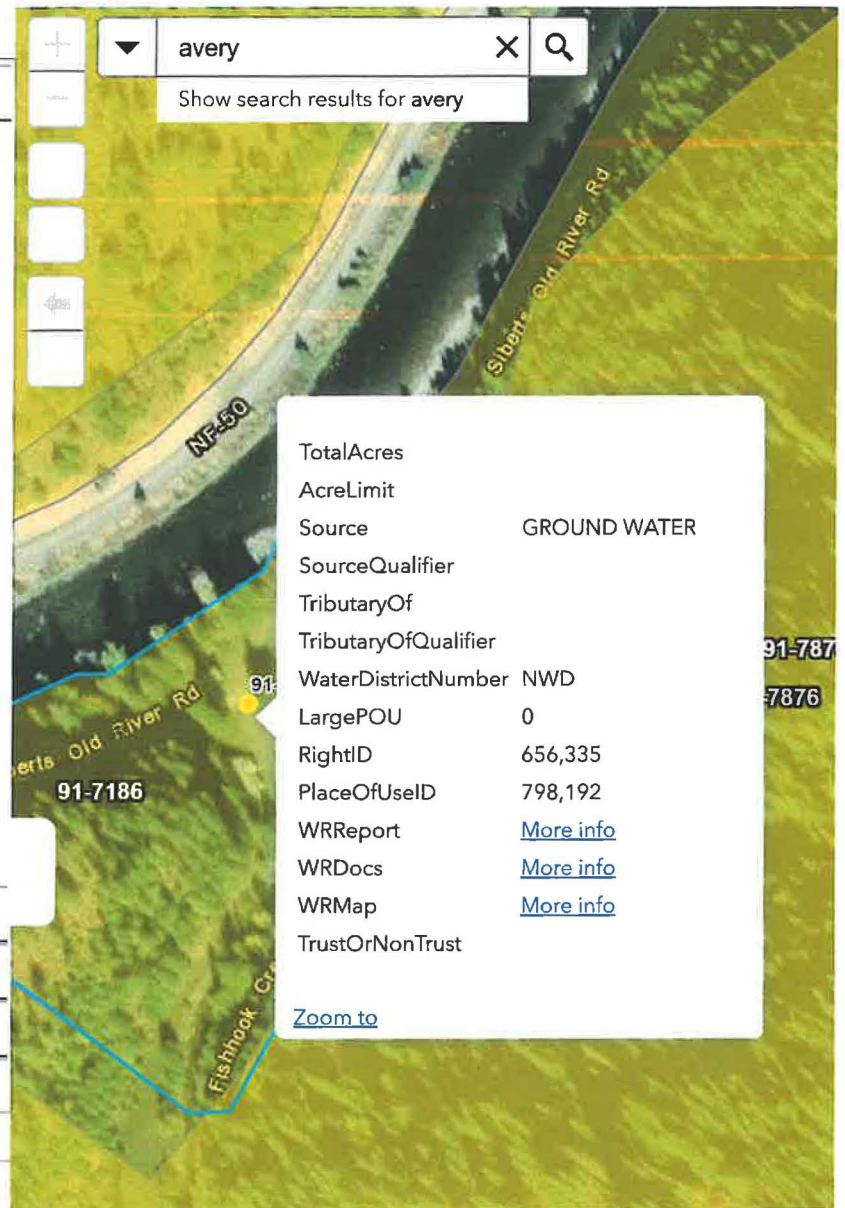
Filter

Add Data

Draw

[Print or Download](#)

[Help and About](#)



0 150 300ft

4/24/2020 10:01 AM

DOMESTIC



#1

Point #1

Water Right Report : 91-7186(License/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	PATRIOT INVESTMENTS LLC	7 WATER ST STE 600	BOSTON	MA	02109
Original Owner	WESTSLOPE PROPERTIES	687 W CANFIELD AVE STE 101	COEUR D ALENE	ID	83815

Water Right Status

Priority Date : 7/24/2009
Basis : License
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	45N	05E	17	8	SE	SW	NE	SHOSHONE	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
DOMESTIC	01/01	12/31	0.04 CFS	1.20 AFA
TOTAL			0.04 CFS	1.20 AFA

Places of Use



Place of Use Legal Description : DOMESTIC (SHOSHONE county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
45N	05E	17	8		SW	NE	

Conditions

Code Conditions

- X01 Domestic use is for 1 home.
- 187 The irrigation occurring under this domestic use shall not exceed 1/2 acre.
- 004 This right does not grant any right-of-way or easement across the land of another.

Dates

Licensed Date : 7/27/2012
Decreed Date :
Permit Proof Due Date : 12/1/2014
Permit Proof Made Date : 4/11/2011
Permit Approved Date : 12/1/2009
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date: 7/24/2009
Protest Deadline Date: 10/5/2009

Other Information

State or Federal :
Water District Number : NWD
Generic Max Rate Per Acre : 0.04
Generic Max Volume Per Acre : 1.2
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

RECEIVED
OCT 15 2013
IDWR/NORTHERN

September 30, 2013

IDWR Northern Region
7600 N. Mineral Dr., Suite 100
Coeur d'Alene, ID 83815-7763

RECEIVED
OCT 02 2013
IDWR / NORTH

FOREST
CAPITAL
PARTNERS, LLC

Dear Sir or Madame,

Enclosed is the Notice of Change in Water Right Ownership for license 91-07186. The license was originally granted to Westslope Properties, Inc. (Westslope), a wholly owned subsidiary of Patriot Investments LLC (Patriot). Patriot has continually owned the land in question since 2002 but the license was applied for in Westslope's name in error.

Westslope changed its name to Trestle Properties, Inc. (Trestle) in May 2011 (see attached Delaware Certificate of Amendment). In September 2012 Trestle was dissolved and all of its assets and liabilities were assigned to and assumed by Patriot (see attached Assignment and Assumption Agreement). Also attached is a 2013 assessment notice from Shoshone County Assessor identifying the parcel and Patriot as the land owner.

I trust that the attached documentation is sufficient to formally transfer the water ownership right to Patriot. If you have any questions please contact me at 617-832-2944.

Sincerely,



George Krikorian
CFO

Forest Capital Partners LLC
Manager of Patriot Investments LLC

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of
Westslope Properties Inc.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "I" so that, as amended, said Article shall be and read as follows:

The name of the Corporation is Trestle Properties Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 16th day of May, 2011.

By: [Signature]

Authorized Officer

Title: President

Name: Scott R. Jones

Print or Type

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WESTSLOPE PROPERTIES INC.", CHANGING ITS NAME FROM "WESTSLOPE PROPERTIES INC." TO "TRESTLE PROPERTIES INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF MAY, A.D. 2011, AT 11 O'CLOCK A.M.

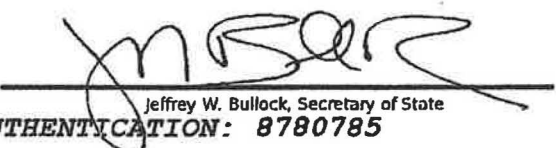
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3770355 8100

110587913

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8780785

DATE: 05-23-11

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of September 26, 2012 by and between Trestle Properties Inc., a Delaware corporation (the "Assignor"), and Patriot Investments LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is a wholly-owned subsidiary of the Assignee;

WHEREAS, the Assignor has entered into a Plan of Liquidation and Dissolution dated August 1, 2012 (the "Plan"), pursuant to which certain assets and liabilities of the Assignor (the "Assets and Liabilities") shall be assigned to the Assignee; and

WHEREAS, the Assignor and the Assignee are entering into this Assignment in connection with the assignment of the Assets and Liabilities contemplated by the Plan;

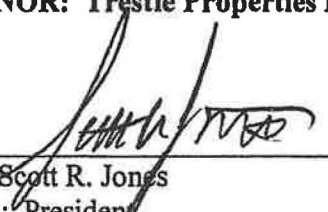
NOW, THEREFORE, in accordance with the terms and provisions of the Plan and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignment and Assumption of Assets and Liabilities. The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Assets and Liabilities, described in Exhibit A attached hereto, and the Assignee hereby assumes and agrees to perform all of the Assignor's obligations arising under and in connection with the Assets and Liabilities.
2. Further Assurances. Each of the Assignor and the Assignee shall take such actions and furnish such documents as may be reasonably necessary in order to effectuate the purposes of this Agreement.
3. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be construed together as a single instrument.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of Massachusetts.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the date first written above.

ASSIGNOR: Trestle Properties Inc.



Name: Scott R. Jones
Position: President

ASSIGNEE: Patriot Investments LLC
By Forest Capital Partners, LLC
Its Manager


By: _____
Name: Scott R. Jones
Position: Managing Director

EXHIBIT A

ASSETS AND LIABILITIES OF THE ASSIGNOR

1. All of the rights, obligations and interests of the Assignor under that certain Purchase and Sale Agreement dated March 14, 2012 by and among the Assignor, the Assignee, Meriwether Investments LLC, Gallatin Investments LLC, Grouse Peak LLC, Colter Ridge Properties Inc., LaMinora Properties Inc., Orson Properties, LLC and Forest Capital Partners, LLC (collectively, the "Sellers") and Hancock Natural Resource Group, Inc. (the "Purchaser"), as amended (the "Purchase Agreement"), and all of the rights, obligations and interests of the Assignor under those documents, agreements and instruments entered into by the Assignor in connection with the closing of the transactions contemplated by the Purchase Agreement.
2. All of the rights, obligations and interests of the Assignor under that certain Escrow Agreement dated June 8, 2012 by and among the Sellers, the Purchaser and First American Title Insurance Company, as amended (the "Escrow Agreement"), including, without limitation, all of the interests of the Assignor in and to the Deposit Funds and the Indemnification Escrow Cash (as such terms are defined in the Escrow Agreement).
3. Any cash.
4. Any accounts payable and accounts receivable.
5. Any federal, state, local or other income tax or other tax liabilities that are due or may become due.
6. Any refunds or claims to refunds of any taxes that are receivable or may become receivable.
7. Any fixed assets and personal property.
8. Any obligations under any current, threatened or potential litigation.
9. Any third party claims.
10. Any remaining assets and liabilities that are not otherwise distributed under the terms of the Plan.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 15 2013

Notice of Change in Water Right Ownership IDWR/NORTHERN

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

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
91-07186	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: WESTSLOPE PROPERTIES
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): PATRIOT INVESTMENTS LLC
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
7 WATER ST, SUITE 600
Mailing address
BOSTON MA 02109
City State ZIP
617-832-2944 gkrikorian@forestcap.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: _____

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.

7. Signature: [Signature] MANAGING MEMBER FOREST CAPITAL PARTNERS, LLC 9/30/2013
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by _____ Date 10/15/2013 Receipt No. N030167 Receipt Amt. 25.00

Approved by _____ Processed by [Signature] Date 10-23-2013



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

Governor Brad Little

Director Mathew Weaver

March 25, 2025

ROGER TITUS D
PO BOX 19
ST MARIES ID 83861-0019

Re: Change in Ownership for Water Right No(s): 91-7186

Dear Water Right Holder(s):

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

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 762-2813.

Sincerely,


Natalie Steading
Tech Records Specialist 1

Enclosure(s)