



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 Water Right No(s): 91-7876

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice). While the point of diversion is located on your property, the Notice could not be processed because the place of use is not appurtenant to your property. The place of use for water right 91-7876 resides on property under the ownership of Potlatch Forest Holdings Inc.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$25 has been requested and will be mailed to you under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

If you have any questions regarding this matter, please contact me at (208) 762-2813.

Sincerely,

Natalie Steading
Tech Records Specialist 1

Enclosure(s)

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 Cherry Tree 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

Roger Titus
Print name

Owner
Title, if applicable

1/14/25
Date

Signature:

Signature of new owner/claimant

Print name

Title, if applicable

Date

For IDWR Office Use Only:

Received by: MB 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 POUs
- Ground Water POUs

Basemap Gallery

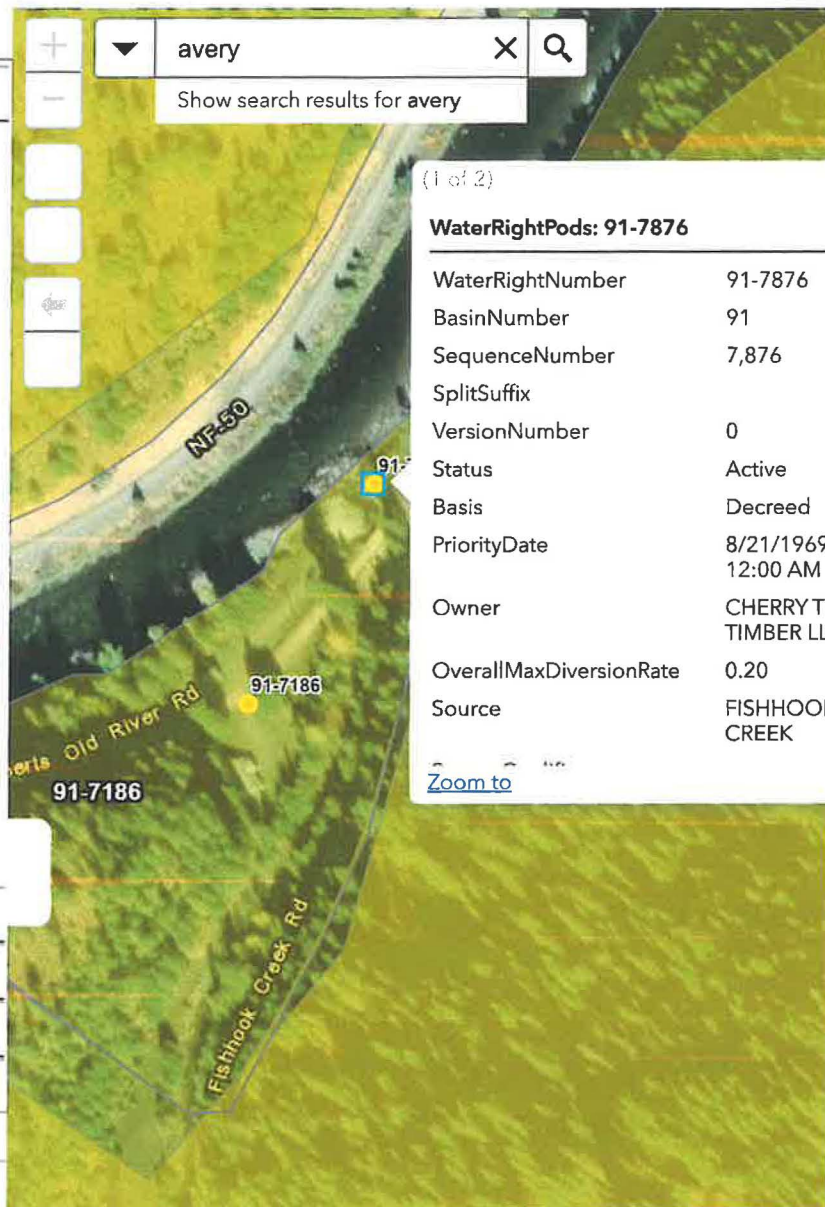
Filter

Add Data

Draw

[Print or Download](#)

[Help and About](#)



Point of diversion
#2

0 150 300ft



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

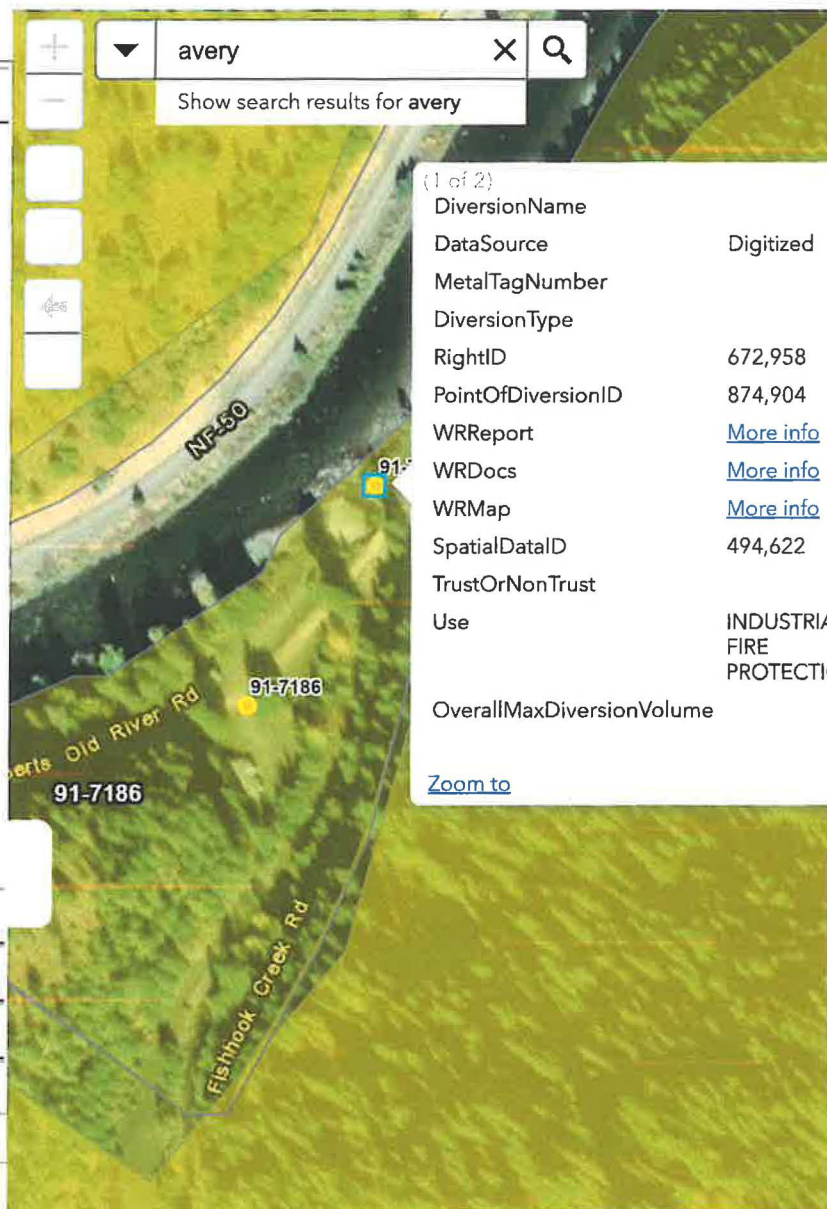
Filter

Add Data

Draw

[Print or Download](#)

[Help and About](#)



0 150 300ft

47.24 Deg

State of Idaho
Department of Water Resources

Water Right

91-7876

INDUSTRIAL

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 11/1/2008



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion



#2

Point #2

Water Right Report : 91-7876(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Attorney	EALY, MICHAEL A	RAMSDEN MARFICE EALY & HARRIS LLP 700 NORTHWEST BLVD PO BOX 1336	COEUR D ALENE	ID	83816-1336
Current Owner	CHERRY TREE TIMBER LLC	654 N STATE ST	JACKSON	MS	39202

Water Right Status

Priority Date : 8/21/1969
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
FISHHOOK CREEK		ST JOE RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
FISHHOOK CREEK	45N	05E	17	1				NE NE SHOSHONE	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
INDUSTRIAL	03/01	12/01	0.20 CFS	
FIRE PROTECTION	03/01	12/01	0.20 CFS	
TOTAL			0.20 CFS	

Places of Use

Page 8 of 8

Place of Use Legal Description : INDUSTRIAL (SHOSHONE county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
45N	05E	17			NE	NE	
45N	05E	17	1		NE	NE	
45N	05E	17	2		NE	NE	
45N	05E	17			NW	NE	
45N	05E	17			SW	NE	
45N	05E	17	3		SW	NE	
45N	05E	17	8		SW	NE	
45N	05E	17	9		SE	NE	
45N	05E	17			NE	NW	
45N	05E	17			NW	NW	
45N	05E	17	5		NW	NW	
45N	05E	17			SW	NW	
45N	05E	17	5		SW	NW	
45N	05E	17	6		SW	NW	
45N	05E	17			SE	NW	
45N	05E	17	4		SE	NW	
45N	05E	17	7		SE	NW	
45N	05E	17			NE	SW	
45N	05E	17			NW	SW	

Point #2

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

Place of Use Legal Description : FIRE PROTECTION (SHOSHONE county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
45N	05E	17			NE	NE	
45N	05E	17	1		NE	NE	
45N	05E	17	2		NE	NE	
45N	05E	17			NW	NE	
45N	05E	17			SW	NE	
45N	05E	17	3		SW	NE	
45N	05E	17	8		SW	NE	
45N	05E	17	9		SE	NE	
45N	05E	17			NE	NW	
45N	05E	17			NW	NW	
45N	05E	17	5		NW	NW	
45N	05E	17			SW	NW	
45N	05E	17	5		SW	NW	
45N	05E	17	6		SW	NW	
45N	05E	17			SE	NW	
45N	05E	17	4		SE	NW	
45N	05E	17	7		SE	NW	
45N	05E	17			NE	SW	
45N	05E	17			NW	SW	
45N	05E	17			SW	SW	
45N	05E	17			SE	SW	
45N	05E	17			NE	SE	
45N	05E	17			NW	SE	
45N	05E	17			SW	SE	
45N	05E	17			SE	SE	

Point # 2

Conditions

Code Conditions

- 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.
- X07 Industrial use is for forest practices and forest dust abatement as provided for by Section 42-201, Idaho Code.
- PIN Parcel No. RP45N05E170300
- N17 The quantity of water under this right for industrial use shall not exceed 0.20 acre-feet per day from a single watercourse.

Dates

Licensed Date :
 Decreed Date : 1/5/2016
 Permit Proof Due Date :
 Permit Proof Made Date :
 Permit Approved Date :
 Permit Moratorium Expiration Date :
 Enlargment Use Priority Date :
 Enlargement Statute Priority Date :
 Application Received Date :

Other Information

State or Federal :
 Water District Number : NWD
 Generic Max Rate Per Acre : 0
 Generic Max Volume Per Acre : 0
 Civil Case Number :
 Decree Plaintiff :
 Decree Defendant :
 Swan Falls Trust or Nontrust :
 Swan Falls Dismissed :

Protest Deadline Date:

DLE Act Number :

Cary Act Number :

Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

1/13/2025

AFTER RECORDING MAIL TO:

479751

Tanna J. Paulson and Wesley L. Paulson
121 Compound Loop
Lolo, MT 59847

SPECIAL WARRANTY DEED

File No.: **522019-WA (JS)**

Date: **December 04, 2014**

For Value Received, **Patriot Investments, LLC, a Delaware limited liability company**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Tanna J. Paulson and Wesley L. Paulson, wife and husband**, hereinafter called the Grantee, whose current address is **121 Compound Loop, Lolo, MT 59847**, the following described premises, situated in **Shoshone County, Idaho**, to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced Incorporated herein.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) do hereby covenant to and with the said Grantee(s), that they are the owners in fee simple of said premises. The Grantor(s) warrants that said premises are free and clear of all encumbrances suffered or created by the Grantor(s), except such warranty does not apply to all taxes, assessments, and charges to be paid by the Grantee(s) and any lien or encumbrance revived or placed on said premises by, through or under the Grantee(s), his heirs and assigns.

479751

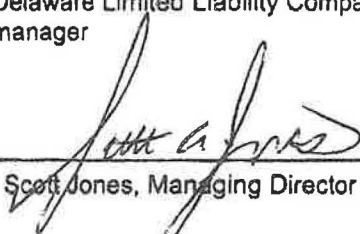
Date: 12/04/2014

Warranty Deed
- continued

File No.: 522019-WA (JS)

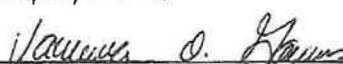
Patriot Investments, LLC, a Delaware limited
liability company

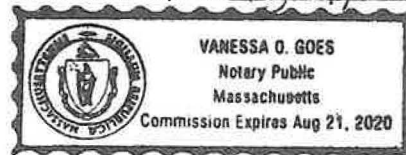
By: Forest Capital Partners LLC, a
Delaware Limited Liability Company, its
manager


By: Scott Jones, Managing Director

STATE OF Massachusetts)
SS.
COUNTY OF Suffolk)

On this 22nd day of **December**, 2014, before me, a Notary Public in and for said State, personally appeared **Scott R. Jones, managing director, Forest Capital Partners LLC, Manager of Patriot Investments LLC**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Patriot Investments LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.


Notary Public of Suffolk County
Residing at: Everett, MA
Commission Expires: Aug 21, 2020



479751

Date: 12/04/2014

Warranty Deed
- continued

File No.: 522019-WA (JS)

EXHIBIT A

A parcel of land situated in Lots 1, 8 and 9 (Ptn. of NE1/4) Section 17, Township 45 North, Range 5 East, B.M., Shoshone County, State of Idaho, described as follows:

Commencing at the Witness Corner Meander Corner, common to Section 8, Township 45 North, Range 5 East, and said Section 17, witnessing the right bank of the St. Joe River, near the Northeast corner of said section 17, said Witness Corner monumented with an iron pipe, 2-1/2 inches diameter, with a brass cap, 3-1/4 inches diameter marked Bureau of Land Management - 1964, from which the Witness Corner Meander Corner, common to section 9, Township 45 North, Range 5 East, and said section 8, also witnessing the right bank of the St. Joe River, near the Northeast corner of said section 17, said Witness Corner monumented with an iron pipe, 2- 1/2 inches diameter, with a brass cap, 3-1/4 inches diameter marked Bureau of Land Management - 1968, bears North 73° 27'01" East, 659.55 feet distant; thence

South 39°23' 41" West, 2216.88 feet to a point on the apparent shoreline of said St. Joe River, the Point of Beginning; thence

Traversing along said apparent shoreline, the meanders of which are as follows:

North 63°30'00" East, 222.70 feet; thence

North 69°05'00" East, 205.70 feet; thence

North 80°00'00" East, 60.40 feet; thence

North 64°45'00 East, 63.40 feet; thence

North 54°00'00" East, 67.40 feet; thence

North 59°00'00" East, 60.30 feet; thence

North 51°00'00" East, 86.40 feet; thence

North 24°00'00" East, 44.30 feet; thence

North 58°20'00" East, 115.80 feet; thence

North 42°20'00" East, 174.09 feet to a point; thence

South 58°40'00" East, 36.56 feet, and leaving said apparent shoreline, to a point on the northerly line of an assumed public access easement for the Old St. Joe River Road, being 25.00 feet distant, as measured at right angles or radial to the as-constructed centerline, said point monumented with an Iron rod, 5/8 inch diameter, 30 inches long, with an aluminum cap, 2 inches diameter, marked Witness Corner - PLS 6766, witnessing the aforementioned point; thence

479751

Date: 12/04/2014

Warranty Deed
- continued

File No.: 522019-WA (J5)

Continuing South 58°40'00" East, 50.00 feet, and leaving said northerly line, to a point on the southerly line of said assumed public access easement for the Old St. Joe River Road, being 25.00 feet distant, as measured at right angles or radial to the as-constructed centerline, said point monumented with an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked PLS 6766; thence

South 31°20'00 West, 4.98 feet along said southerly line, to a point on the easterly right-of-way line of the Fishhook Road, according to the right-of-way easement, recorded as Instrument Number 328976, records of Shoshone County, Idaho, said point monumented with an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked PLS 6766; thence

Traversing said easterly right-of-way line, and leaving said southerly line, as follows:

South 13°35'00" West, 191.69 feet to an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked PLS 6766; thence

South 15°40'00" West, 308.22 feet to an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked PLS 6766; thence

Along the arc of a 1408.00 foot radius curve right, through a central angle of 18°55'00" a distance of 464.86 feet, said curve having a chord bearing South 25°07'30" West, 462.75 feet distant, to a point occupied by a Douglas Fir tree, 13 inches diameter; thence

Along the arc of a 147.00 foot radius curve left, through a central angle of 32°56'13", a distance of 84.50 feet, said curve having a chord bearing South 18°06'54" West, 83.35 feet distant, to an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked PLS 6766; thence

North 88°21'13" West, 50.00 feet, and leaving said easterly right-of-way line, to an iron rod, 5/8 inch diameter, 30 inches long, with an aluminum cap, 2 inches diameter, marked Witness Corner - PLS 6766; thence

Continuing North 88°21'13" West, 16.00 feet to a point on the westerly right-of-way line of said Fishhook Road, according to said right-of-way easement, said point witnessed by the aforementioned monument; thence

North 54°11'00" West, 693.84 feet, and leaving said westerly right-of-way line, to a point on said southerly assumed public access easement line, of said Old St. Joe River Road; thence

North 7°30'00" West, 12.00 feet, and leaving said southerly line, to an iron rod, 5/8 inch diameter, 30 inches long, with an aluminum cap, 2 inches diameter, marked Witness Corner - PLS 6766, witnessing the aforementioned point; thence

Continuing North 7°30'00" West, 38.00 feet to a point on the northerly assumed public access easement line, said point monumented with an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked Witness Corner - PLS 6766; thence

Date: 12/04/2014

Warranty Deed
- continued

File No.: 522019-WA (JS)

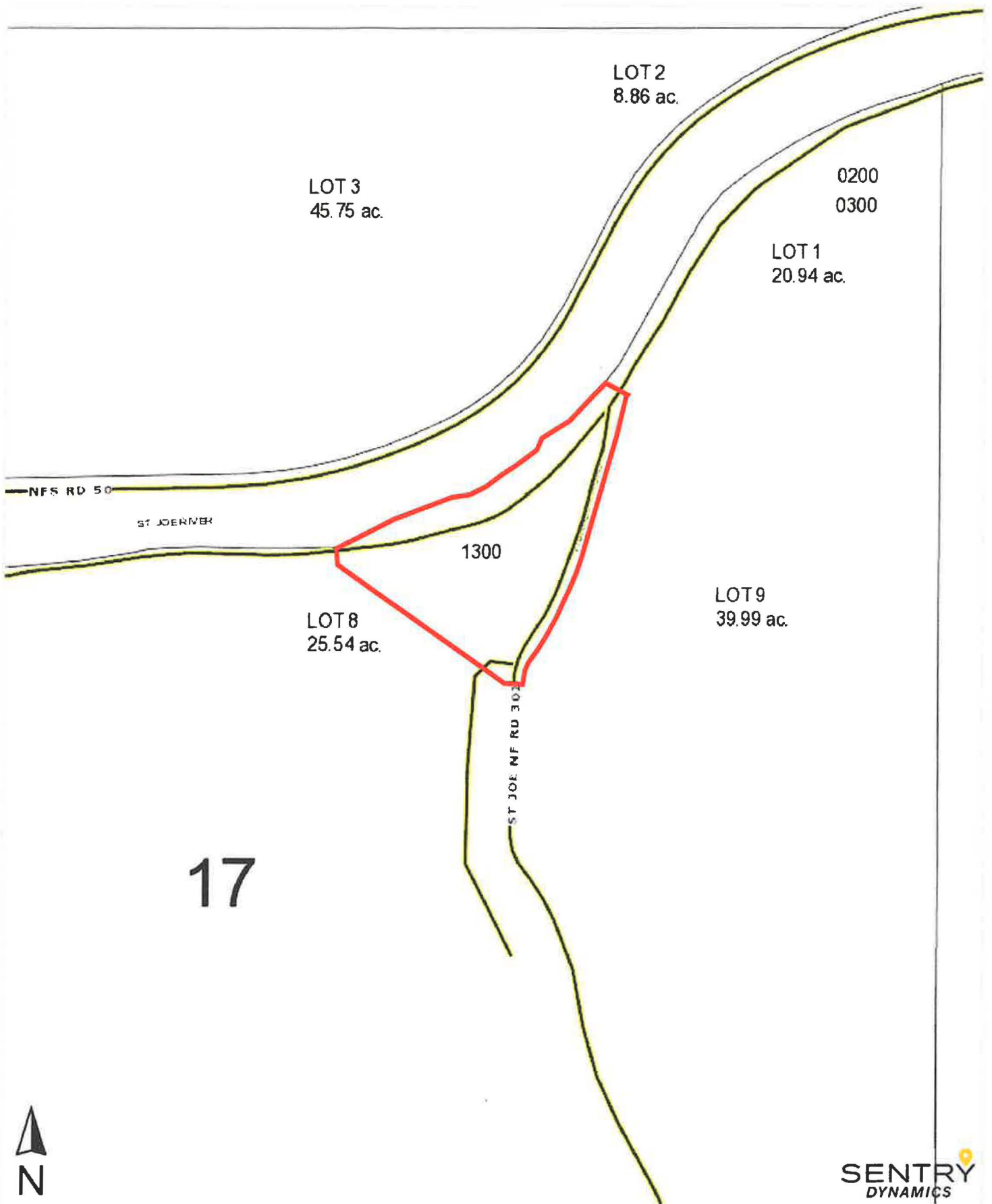
Continuing North 7°30'00" West, 7.77 feet, and leaving said northerly line, to the Point of Beginning, said point also being witnessed by the aforementioned monument.

Excepting Therefrom that part, if any, lying below the ordinary high water mark of the St. Joe River, as claimed by the State of Idaho.

Together With that part, if any, lying between the apparent shoreline, and the ordinary high water mark of the St. Joe River, as claimed by the State of Idaho.

479751
Instrument # 479751
WALLACE, SHOSHONE COUNTY, IDAHO
12-31-2014 01:18:00 PM No. of Pages: 5
Recorded for : FIRST AMERICAN TITLE CO.
PEGGY DELANGE-WHITE File: 22.00
Ex-Officio Recorder Deputy
Index to: SPECIAL WARRANTY DEED

2014 DEC 31 PM 1 18



FLYING S
TITLE & ESCROW

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

SENTRY
DYNAMICS

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements; and
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT FOR TITLE INSURANCE
Issued By
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the office of:
Flying S Title and Escrow of Idaho, Inc.
2 E. Mullan
Kellogg, ID 83837
(208)783-2546

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
 1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
 (612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary



 Authorized Officer or Agent

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- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Flying S Title and Escrow of Idaho, Inc.
Issuing Office: 2 E. Mullan, Kellogg, ID 83837
Issuing Office Phone Number: (208)783-2546
Issuing Office's ALTA ® Registry ID: 0006225
Loan ID No.:
Issuing Office Commitment/File No.: 1152739-WA
Property Address: 2195 Old Siberts Rd., Avery, ID 83802

Revision No.:

SCHEDULE A

1. Commitment Date: **July 19, 2024 at 7:30 A.M.**
2. Policy to be issued: Premium Amount reflects applicable rate
 - a. 2021 ALTA ® Standard Owner's Policy
Proposed Insured: **Roger D Titus, (marital status to be determined)**
Proposed Amount of Insurance: **\$675,000.00** Premium Amount \$ **2,247.00**
The estate or interest to be insured: **See Item 3 below**
Endorsements: \$
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**
4. The Title is, at the Commitment Date, vested in:
Tanna J. Paulson and Wesley L. Paulson, wife and husband
5. The Land is described as follows:

The land referred to herein is described in the Legal Description attached hereto as Exhibit A.


By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached.)

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Exhibit "A"

Real property in the County of Shoshone, State of Idaho, described as follows:

A parcel of land situated in Lots 1, 8 and 9 (Ptn. of NE1/4) Section 17, Township 45 North, Range 5 East, B.M., Shoshone County, State of Idaho, described as follows:

Commencing at the Witness Corner Meander Corner, common to Section 8, Township 45 North, Range 5 East, and said Section 17, witnessing the right bank of the St. Joe River, near the Northeast corner of said section 17, said Witness Corner monumented with an iron pipe, 2-1/2 inches diameter, with a brass cap, 3-1/4 inches diameter marked Bureau of Land Management - 1964, from which the Witness Corner Meander Corner, common to section 9, Township 45 North, Range 5 East, and said section 8, also witnessing the right bank of the St. Joe River, near the Northeast corner of said section 17, said Witness Corner monumented with an iron pipe, 2- 1/2 inches diameter, with a brass cap, 3-1/4 inches diameter marked Bureau of Land Management - 1968, bears North 73° 27'01" East, 659.55 feet distant; thence

South 39°23' 41" West, 2216.88 feet to a point on the apparent shoreline of said St. Joe River, the Point of Beginning; thence

Traversing along said apparent shoreline, the meanders of which are as follows:

**North 63°30'00" East, 222.70 feet; thence
North 69°05'00" East, 205.70 feet; thence
North 80°00'00" East, 60.40 feet; thence
North 64°45'00" East, 63.40 feet; thence
North 54°00'00" East, 67.40 feet; thence
North 59°00'00" East, 60.30 feet; thence
North 51°00'00" East, 86.40 feet; thence
North 24°00'00" East, 44.30 feet; thence
North 58°20'00" East, 115.80 feet; thence
North 42°20'00" East, 174.09 feet to a point; thence**

South 58°40'00" East, 36.56 feet, and leaving said apparent shoreline, to a point on the northerly line of an assumed public access easement for the Old St. Joe River Road, being 25.00 feet distant, as measured at right angles or radial to the as-constructed centerline, said point monumented with an iron rod, 5/8 inch diameter, 30 inches long, with an aluminum cap, 2 inches diameter, marked Witness Corner - PLS 6766, witnessing the aforementioned point; thence

Continuing South 58°40'00" East, 50.00 feet, and leaving said northerly line, to a point on the southerly line of said assumed public access easement for the Old St. Joe River Road, being 25.00 feet distant, as measured at right angles or radial to the as-constructed centerline, said point monumented with an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked PLS 6766; thence

South 31°20'00" West, 4.98 feet along said southerly line, to a point on the easterly right-of-way line of the Fishhook Road, according to the right-of-way easement, recorded as Instrument Number 328976, records of Shoshone County, Idaho, said point monumented with an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked PLS 6766;

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thence

Traversing said easterly right-of-way line, and leaving said southerly line, as follows:

South 13°35'00" West, 191.69 feet to an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked PLS 6766; thence

South 15°40'00" West, 308.22 feet to an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked PLS 6766; thence

Along the arc of a 1408.00 foot radius curve right, through a central angle of 18°55'00" a distance of 464.86 feet, said curve having a chord bearing South 25°07'30" West, 462.75 feet distant, to a point occupied by a Douglas Fir tree, 13 inches diameter; thence

Along the arc of a 147.00 foot radius curve left, through a central angle of 32°56'13", a distance of 84.50 feet, said curve having a chord bearing South 18°06'54" West, 83.35 feet distant, to an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked PLS 6766; thence

North 88°21'13" West, 50.00 feet, and leaving said easterly right-of-way line, to an iron rod, 5/8 inch diameter, 30 inches long, with an aluminum cap, 2 inches diameter, marked Witness Corner - PLS 6766; thence

Continuing North 88°21'13" West, 16.00 feet to a point on the westerly right-of-way line of said Fishhook Road, according to said right-of-way easement, said point witnessed by the aforementioned monument; thence

North 54°11'00" West, 693.84 feet, and leaving said westerly right-of-way line, to a point on said southerly assumed public access easement line, of said Old St. Joe River Road; thence

North 7°30'00" West, 12.00 feet, and leaving said southerly line, to an iron rod, 5/8 inch diameter, 30 inches long, with an aluminum cap, 2 inches diameter, marked Witness Corner - PLS 6766, witnessing the aforementioned point; thence

Continuing North 7°30'00" West, 38.00 feet to a point on the northerly assumed public access easement line, said point monumented with an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked Witness Corner - PLS 6766; thence

Continuing North 7°30'00" West, 7.77 feet, and leaving said northerly line, to the Point of Beginning, said point also being witnessed by the aforementioned monument.

Excepting Therefrom that part, if any, lying below the ordinary high water mark of the St. Joe River, as claimed by the State of Idaho.

Together With that part, if any, lying between the apparent shoreline, and the ordinary high water mark of the St. Joe River, as claimed by the State of Idaho.

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
6. If the person named in Schedule A, paragraph 4, is presently married, the spouse must join in any conveyance or encumbrance of the subject Land pursuant to requirements of chapter 10, title 55, Idaho Code, or we must be furnished satisfactory proof that; (1) the subject Land is not vestee's principal residence, (2) the Land is not claimed as homestead and the address of the principal residence of vestee, or (3) proof that the vested owner is not married.
7. Pursuant to chapter 10, title 55, Idaho code, we will require that both incoming owner spouses execute any forthcoming mortgage, or we must be furnished satisfactory proof that; (1) the subject property is not their principal residence, (2) the land is not claimed as homestead and the address of their principal residence, or (3) proof that the incoming owner is not married.
8. We require the attached Seller/Borrower Affidavit be completed prior to recording.
9. Idaho Code §31-3504 permits the state or counties that provide indigent medical assistance to a lien upon real property of the person provided assistance. We require the attached affidavit to be completed prior to recording to eliminate an exception to such lien.

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SCHEDULE B, PART II

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interest, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances that are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.
7. Any right, title, or interest of the Public, County, or Highway District to roads or highways on the premises whether or not shown by the public records.
8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

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9. 2024 taxes and special assessments are an accruing lien, amounts not yet due and payable.

The first one-half becomes delinquent after December 20th of the current year, the second one-half becomes delinquent after June 20th of the following year.

Taxes which may be assessed and entered on the property roll for 2024 with respect to new improvement and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	First Half / Status	Second Half / Status	Parcel Number	Covers
2023	\$846.46 Paid	\$846.46 Paid	45N05E171300	Subject Land

Homeowner's Exemption is not in effect for 2023.

Property Tax Reduction is in effect for 2023, in the amount of \$17.20.

10. Subject to liens for any taxes deferred by virtue of the designation of the subject property as Forest Lands, as provided in Section 63-1701, et seq., Idaho Code.
11. Easement granted to United States of America, recorded July 14, 1987, as Instrument No. 328976.
12. Provisions in deed to Patriot Investments LLC, recorded March 29, 2002, as Instrument No. 403009. Amended by document recorded February 7, 2003 as Instrument No. 407982.
13. Easement granted to Patriot Investments LLC, recorded June 8, 2011, as Instrument No. 462799.
14. Reciprocal Access Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Tristar Idaho Timberlands LLC etals
Recorded: August 7, 2013, Instrument No. 470549
15. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Cherry Tree Timber, LLC etals
Recorded: August 7, 2013, Instrument No. 473811
16. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Carmona Tristar LLC
Recorded: September 6, 2017, Instrument No. 490613
17. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Carmona Tristar LLC
Recorded: September 6, 2017, Instrument No. 490616

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18. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Cherry Tree Timber LLC and John Hancock Life Insurance Company (U.S.A.), Boston Timber Opportunities LLC, John Hancock Life Insurance Company (U.S.A.) for and to the extent of its separate account No. 72, Hancock Timberland X Inc., Hancock Timberland XI Inc., System Global Timberlands, LLC, Golden Pond Timberlands Inc., Tristar Idaho Timberlands LLC
Recorded: August 7, 2013, Instrument No. 473811
19. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Hancock Timberland XI Inc. and Jamestown Forestlands LLC, Jackson Timberland Opportunities, LLC, Cherry Tree Timber LLC, Carmona Tristar, LLC
Recorded: August 7, 2013, Instrument No. 473813
20. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Hancock Timberland X Inc. and Jamestown Forestlands LLC, Jackson Timberland Opportunities, LLC, Cherry Tree Timber LLC, Carmona Tristar, LLC
Recorded: August 7, 2013, Instrument No. 473815
21. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: John Hancock Life Insurance Company (U.S.A.) and Jamestown Forestlands LLC, Jackson Timberland Opportunities, LLC, Cherry Tree Timber LLC, Carmona Tristar, LLC
Recorded: August 7, 2013, Instrument No. 473816
22. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: John Hancock Life Insurance Company (U.S.A.) for and to the extent of its separate account No. 72 and Jamestown Forestlands LLC, Jackson Timberland Opportunities, LLC, Cherry Tree Timber LLC
Recorded: August 7, 2013, Instrument No. 473820
23. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded December 05, 2022, as Instrument Number 516488, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
24. Deed of Trust Second Home Rider dated December 30, 2014, to secure an original indebtedness of \$226,950.00, and any other amounts and/or obligations secured thereby
Recorded: December 31, 2014, as Instrument No. 479752
Grantor: Tanna J. Paulson and Wesley L. Paulson, Wife and Husband
Trustee: First American Title Company
Beneficiary: ("MERS") Mortgage Electronic Registration Systems, Inc., solely as a nominee for Lender and Lender's successors and assigns for Umpqua Bank
25. Any claim arising from the difference in the mean high water mark of the St. Joe River River and the meander line as shown by the Original Government Survey.
26. Right, title and interest of the State of Idaho within the natural bed of the St. Joe River River below the ordinary high water mark, and also excepting any artificial accretions waterward of said ordinary low water line.

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27. Any portion of the described land within the natural bed of the St. Joe River below the natural or ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline.
28. The title to a portion of this land may have been lost due to changes in the mean high water mark of the St. Joe River. This is not subject to any claim or loss arising from the mean high water mark not being coincidental with the Original Government Survey.
29. Except all minerals in or under said land including but not limited to metals, oil, gas, coal, stone, and mineral rights, mining rights, and easement rights or other matters relating thereto whether expressed or implied.

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INFORMATIONAL NOTES

- A. As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyances describing all or a part of the subject Land, which have been recorded within the last 24 months: None.
- B. Escrow Officer
Lisa Configliacco
lisa.configliacco@fste.com
(208)783-2546
- C. Title Officer
Janell Anthis
janell.anthis@fste.com
(208)783-2546

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 16 2017

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
91-07854 ✓	Yes ☐	Yes ☐	91-07877 ✓	Yes ☐	Yes ☐
91-07858 ✓	Yes ☐	Yes ☐	91-07878 ✓	Yes ☐	Yes ☐
91-07874 ✓	Yes ☐	Yes ☐	91-07859 ✓	Yes ☐	Yes ☐
91-07875 ✓	Yes ☐	Yes ☐	92-10984 ✓	Yes ☐	Yes ☐
91-07876 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Cherry Tree Timber, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Potlatch Forest Holdings, Inc.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 601 West First Avenue, Suite 1600 Spokane WA 99201
Mailing address City State ZIP
509.835.1518 lisa.crawford@potlatchcorp.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: September 15, 2017
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation): **SUPPORT DATA**
 - o \$25 per undivided water right.
 - o \$100 per split water right.
 - o No fee is required for pending adjudication claims.**IN FILE # 91-7854**
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Assistant Corporate Secretary 11/13/17
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 11/16/17 Receipt No. W045840 Receipt Amt. \$225⁰⁰

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 [Signature] Approved by [Signature] Processed by [Signature] Date 11/20/17

RECEIVED

NOV 17 2017

WATER RESOURCES
WESTERN REGION

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After Recording Return to:

First American Title Company
Attn: Jennifer M. Shinholster
Six Concourse Parkway
Suite 2000
Atlanta, Georgia 30328

Until a Change is Requested, all tax
statements shall be sent to:

Potlatch Forest Holdings, Inc.
601 West First Avenue
Suite 1600
Spokane, WA 99201

*Received
Deed by email
11-17-17. PS*

647779-WA

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, **CHERRY TREE TIMBER LLC**, a Delaware limited liability company (the "Grantor"), whose address is c/o The Molpus Woodlands Group LLC, 654 N. State Street, Jackson, MS 39202, does hereby grant, bargain, sell and convey unto **POTLATCH FOREST HOLDINGS, INC.**, a Delaware corporation (the "Grantee"), whose address is 601 West First Avenue, Suite 1600, Spokane, WA 99201, the real property situated in Shoshone County, Idaho and described in Exhibit "A" attached hereto (the "Property").

TO HAVE AND TO HOLD the Property, with all appurtenances unto the said Grantee, its successors and assigns forever. Grantor does hereby covenant to and with the said Grantee that Grantor is the owner in fee simple of the Property and that the Property is free from all encumbrances created or suffered by Grantor except the matters described in Exhibit "B" attached hereto ("Permitted Encumbrances"). Subject to the Permitted Encumbrances, Grantor will warrant and defend the Property against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Executed as of September 28, 2017 and effective as of September 28, 2017.

[Signature and notary acknowledgment appear on the following page]

11909169

[Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantor executed this Special Warranty Deed as of the date first written above.

GRANTOR:

CHERRY TREE TIMBER LLC,
a Delaware limited liability company

By: The Molpus Woodlands Group, LLC
Its: Authorized Agent and Property Manager

By: _____

Name: _____

As its: _____

[Signature]
Ken Sewell
Chief Operating Officer

STATE OF MISSISSIPPI

COUNTY OF Forrest

On this 26th day of September, 2017, before me Morgan Miller, a Notary Public of said State, personally appeared Ken Sewell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as COO of The Molpus Woodlands Group, LLC, the Authorized Agent and Property Manager of Cherry Tree Timber LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, in his capacity as COO, as and for the act and deed of said limited liability company, he signed, sealed and delivered the above and foregoing Special Warranty Deed.



(Seal)

Morgan Miller
Notary Public
My Commission expires: 12/20/19

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EXHIBIT A

Description of the Property

Real property in the County of Shoshone, State of Idaho, described as follows:

PARCEL 1: (Parcel 2 as per deed 468739)

All of Section 3, Township 43 North, Range 5 East, B.M., Shoshone County, State of Idaho.

PARCEL 2: (Parcel 32 as per deed 468739) ✓

All of Section 5, Township 44 North, Range 4 East, B.M., Shoshone County, State of Idaho.

PARCEL 3: (Parcel 33 as per deed 468739) ✓

All of Section 9, Township 44 North, Range 4 East, B.M., Shoshone County, State of Idaho.

PARCEL 4: (Parcel 35 as per deed 468739) ✓

All of Section 13, Township 44 North, Range 4 East, B.M., Shoshone County, State of Idaho.

PARCEL 5: (Parcel 60 as per deed 468739)

All of Section 4, Township 44 North, Range 6 East, B.M., Shoshone County, State of Idaho.

PARCEL 6: (Parcel 61 as per deed 468739)

All of Section 5, Township 44 North, Range 6 East, B.M., Shoshone County, State of Idaho.

PARCEL 7: (Parcel 65 as per deed 468739) ✓

All of Section 11, Township 44 North, Range 6 East, B.M., Shoshone County, State of Idaho.

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PARCEL 8: (Parcel 66 as per deed 468739)

All of Section 12, Township 44 North, Range 6 East, B.M., Shoshone County, State of Idaho.

PARCEL 9: (Parcel 67 as per deed 468739)

All of Section 13, Township 44 North, Range 6 East, B.M., Shoshone County, State of Idaho.

PARCEL 10: (Parcel 77 as per deed 468739)

All of Section 33, Township 44 North, Range 6 East, B.M., Shoshone County, State of Idaho.

PARCEL 11: (Parcel 78 as per deed 468739)

All of Section 35, Township 44 North, Range 6 East, B.M., Shoshone County, State of Idaho.

PARCEL 12: (Parcel 112 as per deed 468739)

⁴ Lots 1, 2, 7 and 8, The South Half of the Northeast Quarter, The Northeast Quarter of the Southeast Quarter, and that portion of Lots 9 and 15 lying North of the Chicago Milwaukee and St. Paul Railway Company Right of Way, All in Section 5, Township 45 North, Range 3 East, B.M., Shoshone County, State of Idaho.

PARCEL 13: (Parcel 115 as per deed 468739)

The Southeast Quarter of the Northeast Quarter, Section 9, Township 45 North, Range 3 East, B.M., Shoshone County, State of Idaho.

PARCEL 14: (Parcel 116 as per deed 468739)

The Northeast Quarter of the Southeast Quarter, Section 9, Township 45 North, Range 3 East, B.M., Shoshone County, State of Idaho.

Parcel 15: (Parcel 1 as per deed 468749)

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Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) and the West Half of the Southeast Quarter (W1/2 SE1/4) of Section 13, Township 45 North, Range 3 East, B.M., Shoshone County, State of Idaho.

Except: State of Idaho road right-of-way

Also Except: St. Joe Road Forest Highway No. 50

Also Except: That portion of Section 13, Township 45 North, Range 3 East, B.M., Shoshone County, State of Idaho described as follows:

Beginning at the North Quarter Corner of Section 13, an iron pipe with brass cap remonumented in 1970 by Stanley J. Skousen, Montana PLS 2532S; thence

South 26 degrees 16 minutes 15 seconds West, a distance of 1,161.4 feet to Corner No. 1, a 5/8" by 18" rebar with 1 1/2" aluminum cap marked COR1, MCHS, PLS 1031, 1991; thence

South 22 degrees 41 minutes 00 seconds East, a distance of 122.00 feet to Corner No. 2, a 5/8" by 18" rebar with 1 1/2" aluminum cap marked COR2, MCHS, PLS 1031, 1991; thence

South 22 degrees 41 minutes 00 seconds East, a distance of 6.3 feet to the intersection of the Westerly right of way line of Marble Creek Road No. 321 with said land; thence

Southeasterly along the Westerly and Southerly right of line way of Marble Creek Road No. 3 to Corner No. 3, a 5/8" by 18" rebar with a 1 1/2" aluminum cap marked COR3, MCHS, PLS 1031, 1991 which bears South 51 degrees 56 minutes 00 seconds East, a distance of 668.0 feet from Corner No. 2 of the survey previously described; thence

North 44 degrees 24 minutes 15 seconds East, a distance of 218.8 feet to Corner No. 4, a 5/8" by 18" rebar with 1 1/2 aluminum cap marked COR4, MCHS, PLS 1031, 1991; thence

North 44 degrees 24 minutes 15 seconds East, a distance of 123.1 feet to the intersection of the centerline of Marble Creek with the Southerly right of way line of Highway No. 50; thence

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Northwesterly along the centerline of Marble Creek to the intersection of the centerline of Marble Creek with the Southerly right of way line of Highway No. 50; thence

Westerly along the Southerly right of way line of Highway No. 50 to said Corner No. 1 and the true point of beginning.

Parcel 16: (Parcel 2 as per deed 468749)

Lot 5, Block 1 of Marble Creek East Subdivision, recorded November 28, 2006 as Instrument No. 434681, located in Section 13, Township 45 North, Range 3 East, B.M., Shoshone County, State of Idaho, according to the official and recorded plat thereof.

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PARCEL 17: (Parcel 117 as per deed 468739)

The South Half of the Northwest Quarter, The Southwest Quarter, Lots 5 and 6, All in Section 13, Township 45 North, Range 3 East, B.M., Shoshone County, State of Idaho. Except that portion of Lot 5 lying North of the County Road and extending to the St. Joe River.

✓

Also except: Railroad right of way

Also except: State of Idaho road right of way

Also except that portion of Lot 6 lying north of the County Road and extending to the St. Joe River, in Section 13, Township 45 North, Range 3 East of the Boise Meridian, Shoshone County, Idaho.

Also except: St. Joe River Road Forest Highway No. 50

Also except: That portion of Section 13, Township 45 North, Range 3 East, B.M., Shoshone County, State of Idaho described as follows:

Beginning at the North Quarter corner of Section 13, an iron pipe with brass cap remonumented in 1970 by Stanley J. Skousen, Montana p.|.s. 2532s; thence

South 26 degrees 16 minutes 15 seconds West, a distance of 1,161.4 feet to Corner No. 1, a 5/8" by 18" rebar with one and a half inch aluminum cap marked cori, mchs, pls 1031, 1991; thence

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South 22 degrees 41 minutes 00 seconds East, a distance of 122.0 feet to Corner No. 2, a 5/8" by 18" rebar with one and a half inch aluminum cap marked cor2, mchs, pls 1031, 1991; thence

South 22 degrees 41 minutes 00 seconds East, a distance of 6.3 feet to the intersection of the westerly right of way line of Marble Creek Road No. 321 with said land; thence

Southeasterly along the westerly and southerly right of way line of Marble Creek Road No. 321 to Corner No. 3, a 5/8" x 18" rebar with a one and a half inch aluminum cap marked cor3, mchs, pls 1031, 1991 which bears South 51 degrees 56 minutes 00 seconds East, a distance of 668.0 feet from Corner No. 2 of the survey previously described; thence

North 44 degrees 24 minutes 15 seconds East, a distance of 218.8 feet to Corner No. 4, a 5/8" by 18" rebar with one and a half inch aluminum cap marked cor4, mchs, pls 1031, 1991; thence

North 44 degrees 24 minutes 15 seconds East, a distance of 123.1 feet to the intersection of the centerline of marble creek with the southerly right of way line of Highway No. 50; thence

Northwesterly along the centerline of Marble Creek to the intersection of the centerline of Marble Creek with the southerly right of way line of Highway No. 50; thence

Westerly along the southerly right of way line of Highway No. 50 to said Corner No. 1 and the true point of beginning.

Also except: Marble Creek to Avery Road right of way.

Except: Any portion of roadways or State of Idaho Road right of way

PARCEL 18: (Parcel 118 as per deed 468739) ✓

That portion of the Southeast Quarter of the Northeast Quarter lying South of the County Road as located March 15, 1966, and that portion of Lots 2 and 9 lying South of the County Road, all in Section 14, Township 45 North, Range 3 East, B.M., Shoshone County, State of Idaho.

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Except any portion of Roadways or State of Idaho Road right-of-Way.

PARCEL 19: (Parcel 119 as per deed 468739) ✓

The East Half of the Southeast Quarter of Section 14, Township 45 North, Range 3 East, B.M., Shoshone County, State of Idaho.

PARCEL 20: (Parcel 120 as per deed 468739)

The North Half of the Northeast Quarter of Section 15, Township 45 North, Range 3 East, B.M., Shoshone County, State of Idaho.

PARCEL 21: (Parcel 121 as per deed 468739)

The North Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter, in Section 15, Township 45 North, Range 3 East, B.M., Shoshone, County, State of Idaho.

PARCEL 22: (Parcel 127 as per deed 468739)

All of Section 23, Township 45 North, Range 3 East, B.M., Shoshone County, State of Idaho. ✓

PARCEL 23: (Parcel 132 as per deed 468739)

The South Half and the South Half of The South Half of the North Half, includes Lots 3, 4 and South Half of Lot 2, All in Section 19, Township 45 North, Range 4 East, B.M., Shoshone County, State of Idaho. ✓

PARCEL 24: (Parcel 142 as per deed 468739)

All of Section 29, Township 45 North, Range 4 East, B.M., Shoshone County, State of Idaho. ✓

PARCEL 25: (Parcel 143 as per deed 468739) ✓

The West Half of the Northeast Quarter, The Northeast Quarter of the Northwest Quarter, The Southeast Quarter, and Lot 1, All in Section 30, Township 45 North, Range 4 East, B.M., Shoshone County, State of Idaho.

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PARCEL 26: (Parcel 152 as per deed 468739)

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, and the South half of Section 17, Township 45 North, Range 5 East, B.M., Shoshone County, State of Idaho.

Except: Chicago, Milwaukee & St. Paul Railroad Right of Way and Fishhook Road Right of Way.

And Except: A part of the NE1/4, Section 17, Township 45 North, Range 5 East, Boise Meridian, Shoshone County, Idaho; more particularly described as follows:

Commencing at the Witness Corner Meander Corner, common to Section 8, Township 45 North, Range 5 East, and said Section 17, witnessing the right bank of the St. Joe River, near the Northeast corner of said Section 17, said Witness Corner monumented with an iron pipe, 2-1/2 inches diameter, with a brass cap, 3-1/4 inches diameter marked Bureau of Land Management - 1964, from which the Witness Corner Meander Corner, common to Section 9, Township 45 North, Range 5 East, and said Section 8, also witnessing the right bank of the St. Joe River, near the Northeast corner of said Section 17, said Witness Corner monumented with an iron pipe, 2-1/2 inches diameter, with a brass cap, 3-1/4 inches diameter marked Bureau of Land Management - 1968, bears North 73 degrees 27 minutes 01 seconds East, 659.55 feet distant; thence

South 39 degrees 23 minutes 41 seconds West, 2216.88 feet to a point on the apparent shoreline of said St. Joe River, the Point of Beginning; thence traversing along said apparent shoreline, the meanders of which are as follows:

North 63 degrees 30 minutes 00 seconds East, 222.70 feet; thence

North 69 degrees 05 minutes 00 seconds East, 205.70 feet; thence

North 80 degrees 00 minutes 00 seconds East, 60.40 feet; thence

North 64 degrees 45 minutes 00 seconds East, 63.40 feet; thence

North 54 degrees 00 minutes 00 seconds East, 67.40 feet; thence

North 59 degrees 00 minutes 00 seconds East, 60.30 feet; thence

North 51 degrees 00 minutes 00 seconds East, 86.40 feet; thence

North 24 degrees 00 minutes 00 seconds East, 44.30 feet; thence

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North 58 degrees 20 minutes 00 seconds East, 115.80 feet; thence

North 42 degrees 20 minutes 00 seconds East, 174.09 feet to a point; thence

South 58 degrees 40 minutes 00 seconds East, 36.56 feet, and leaving said apparent shoreline, to a point on the northerly line of an assumed public access easement for the Old St. Joe River Road, being 25.00 feet distant, as measured at right angles or radial to the as-constructed centerline, said point monumented with an iron rod, 5/8 inch diameter, 30 inches long, with an aluminum cap, 2 inches diameter, marked Witness Corner - PLS 6766, witnessing the aforementioned point; thence

Continuing South 58 degrees 40 minutes 00 seconds East, 50.00 feet, and leaving said northerly line, to a point on the southerly line of said assumed public access easement for the Old St. Joe River Road, being 25.00 feet distant, as measured at right angles or radial to the as-constructed centerline, said point monumented with an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked PLS 6766; thence

South 31 degrees 20 minutes 00 seconds West, 4.98 feet along said southerly line, to a point on the easterly right-of-way line of the Fishhook Road, according to the right-of-way deed, recorded as Instrument Number 328976, records of Shoshone County, Idaho, said point monumented with an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked PLS 6766; thence

Traversing said easterly right-of-way line, and leaving said southerly line, as follows:

South 13 degrees 35 minutes 00 seconds West, 191.69 feet to an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked PLS 6766; thence

South 15 degrees 40 minutes 00 seconds West, 308.22 feet to an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked PLS 6766; thence

Continuing 464.86 feet along the arc of a 1408.00 foot radius curve right, through a central angle of 18 degrees 55 minutes 00 seconds, said curve having a chord bearing South 25 degrees 07 minutes 30 seconds West, 462.75 feet distant, to a point occupied by a Douglas Fir tree, 13 inches diameter; thence

Continuing 84.50 feet along the arc of a 147.00 foot radius curve left, through a central angle of 32 degrees 56 minutes 13 seconds, said curve having a chord bearing South 18 degrees 06 minutes 54 seconds West, 83.35 feet distant, to an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked PLS 6766; thence

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North 88 degrees 21 minutes 13 seconds West, 50.00 feet, and leaving said easterly right-of-way line, to an iron rod, 5/8 inch diameter, 30 inches long, with an aluminum cap, 2 inches diameter, marked Witness Corner - PLS 6766; thence Continuing North 88 degrees 21 minutes 13 seconds West, 16.00 feet to a point on the westerly right-of-way line of said Fishhook Road, according to said right-of-way deed, said point witnessed by the aforementioned monument; thence

North 54 degrees 11 minutes 00 seconds West, 693.84 feet, and leaving said westerly right-of-way line, to a point on said southerly assumed public access easement line, of said Old St. Joe River Road; thence

North 7 degrees 30 minutes 00 seconds West, 12.00 feet, and leaving said southerly line, to an iron rod, 5/8 inch diameter, 30 inches long, with an aluminum cap, 2 inches diameter, marked Witness Corner - PLS 6766, witnessing the aforementioned point; thence

Continuing North 7 degrees 30 minutes 00 seconds West, 38.00 feet to a point on the northerly assumed public access easement line, said point monumented with an iron rod, 5/8 inch diameter, 30 inches long, with a plastic cap marked Witness Corner - PLS 6766; thence

Continuing North 7 degrees 30 minutes 00 seconds West, 7.77 feet, and leaving said northerly line, to the Point of Beginning, said point also being witnessed by the aforementioned monument.

Excepting Therefrom that part, if any, lying below the ordinary high water mark of the St. Joe River, as claimed by the State of Idaho.

Together With that part, if any, lying between the apparent shoreline, and the ordinary high water mark of the St. Joe River, as claimed by the State of Idaho.

PARCEL 27: (Parcel 158 as per deed 468739)

All of Section 29, Township 45 North, Range 5 East, B.M., Shoshone County, State of Idaho.

★ PARCEL 28: (Parcel 172 as per deed 468739)

The Northeast Quarter and The Northeast Quarter of the Southeast Quarter, All in Section 7, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho.

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PARCEL 29: (Parcel 173 as per deed 468739)

The Northeast Quarter of the Northwest Quarter of Section 7, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho. ✓

PARCEL 30: (Parcel 174 as per deed 468739)

The East Half of the Southwest Quarter of Section 7, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho. ✓

PARCEL 31: (Parcel 175 as per deed 468739)

The West Half of the Southeast Quarter and The Southeast Quarter of the Southeast Quarter in Section 7, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho. ✓

PARCEL 32: (Parcel 176 as per deed 468739)

The Northwest Quarter, The East Half of the Southwest Quarter and The Southwest Quarter of the Southwest Quarter, All in Section 8, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho. ✓

PARCEL 33: (Parcel 177 as per deed 468739)

The Northwest Quarter of the Southwest Quarter and The Southwest Quarter of the Southeast Quarter, All in Section 8, Township 46 North Range 2 East, B.M., Shoshone County, State of Idaho. ✓

PARCEL 34: (Parcel 180 as per deed 468739)

The Northwest Quarter of the Northeast Quarter, The Northeast Quarter of the Northwest Quarter, The South Half of the Northwest Quarter and The East Half of the Southwest Quarter, All in Section 17, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho. ✓

PARCEL 35: (Parcel 181 as per deed 468739)

The Northwest Quarter of the Northwest Quarter, Section 17, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho. ✓

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PARCEL 36: (Parcel 182 as per deed 468739)

The West Half of the Southwest Quarter in Section 17, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho. ✓

PARCEL 37: (Parcel 183 as per deed 468739)

The Northeast Quarter and the East Half of the Northwest Quarter in Section 18, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho. ✓

PARCEL 38: (Parcel 184 as per deed 468739)

The East Half of the Southwest Quarter and the Southeast Quarter, in Section 18, Township 46 North, Range 2 East, B.M., Shoshone County State of Idaho. ✓

PARCEL 39: (Parcel 185 as per deed 468739)

All of Section 19, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho. ✓

PARCEL 40: (Parcel 186 as per deed 468739)

The Northwest Quarter of the Northeast Quarter, The North Half of the Northwest Quarter, The Southwest Quarter of the Northwest Quarter and The Northwest Quarter of the Southwest Quarter, All in Section 20, Township 46 North, Range 2 East, B.M, Shoshone County, State of Idaho. ✓

PARCEL 41: (Parcel 187 as per deed 468739)

The Southeast Quarter of the Northwest Quarter and The Northeast Quarter of the Southwest Quarter in Section 20, Township 46 North, Range 2 East, B.M., Shoshone County, State of Idaho. ✓

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EXHIBIT B

Permitted Encumbrances

1. The current year's and subsequent year's real property taxes and assessments, which taxes and assessments are not yet due and payable.
2. Any "rollback" or similar taxes.
3. Restrictions on Grantee's ability to build upon or use the Property imposed by any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority.
4. Any state of facts relevant to title which an accurate survey or an inspection of the Properties would reveal, including but not limited to the location of boundary lines, improvements, parties in possession and encroachments.
5. All previous leases, reservations, exceptions and conveyances (including but not limited to leases) of record of the oil, gas and associated hydrocarbons, minerals and mineral substances and royalty and other mineral rights and interests.
6. The rights of upper and lower riparian owners to the free and unobstructed flow of the water of any rivers, streams or creeks without diminution or pollution, and the consequence of any past or future change in the location of same.
7. Title to that portion of the property lying between the high and low water marks of any navigable rivers, streams or creeks, and rights of upper and lower riparian owners in and to same.
8. Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders.
9. Lack of access to all or any portion of the Property.
10. Mineral Reclamation Plan – Plan Number RP-2621.
11. Temporary Easement dated December 19, 2016, by and between Cherry Tree Timber LLC and Potlatch Land & Lumber, LLC (CTTIDROWRD201605)

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12. Temporary Road Use Easement dated June 7, 2016, by and between Cherry Tree Timber LLC and Stimson Lumber Company (CTTIDROWRD201601)

13. Subject to liens for any taxes deferred by virtue of the designation of the subject property as Forest Lands, as provided in Section 63-1701, et seq., Idaho Code. Affects all

14. Mutual Agreement and Easement Agreement upon the terms, conditions and provisions contained therein:

Parties: Crown Pacific Limited Partnership and Shoshone County

Recorded: December 22, 1999, Instrument No. 391959. Affects parcels 15-17

15. Provisions in deed to Steig Gabrielson and Joan C. Gabrielson, recorded December 22, 1999, as Instrument No. 391960. Affects Parcels 15-17.

16. Any claim arising from the difference in the mean high water line of the St. Joe River and the meander line as shown by the Original Government Survey.

17. Right, title and interest of the State of Idaho within the natural bed of the St. Joe River below the ordinary high water line, and also excepting any artificial accretions waterward of said ordinary low water line.

18. Any portion of the described land within the natural bed of the St. Joe River below the natural or ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline.

19. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded February 13, 2006, as Instrument Number 428976, Affects parcels 15-17, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

20. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded August 21, 2006, as Instrument Number 432563, Affects parcels 15-17, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

21. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded

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September 11, 2006, as Instrument Number 433022, Affects parcels 15-17, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

22. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 28, 2006, as Instrument Number 434681, Affects parcels 15-17, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

23. Any claim arising from the difference in the mean high water line of the Marble Creek and the meander line as shown by the Original Government Survey.

24. Right, title and interest of the State of Idaho within the natural bed of the Marble Creek below the ordinary high water line, and also excepting any artificial accretions waterward of said ordinary low water line.

25. Any portion of the described land within the natural bed of the Marble Creek below the natural or ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline.

26. Provisions in deed to State of Idaho, recorded February 7, 1977, as Instrument No. 266277. Affects parcels 15-17.

27. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded September 11, 2006, as Instrument Number 433022, Affects parcels 15-17, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

28. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded June 2, 2009, as Instrument Number 451842, Affects parcels 15-17, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

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29. Easement granted to United States of America, recorded October 10, 1979, as Instrument No. 282060, Affects parcel 9.
30. Easement granted to Burlington Northern, Inc., recorded October 15, 1979, as Instrument No. 282154, Affects parcel 7.
31. Easement granted to United States of America, recorded November 29, 1979, as Instrument No. 283030, Affects parcel 3.
32. Easement granted to Burlington Northern, Inc., recorded March 27, 1980, as Instrument No. 285074, Affects parcel 3.
33. Easement granted to Burlington Northern, Inc., recorded September 11, 1980, as Instrument No. 288486, Affects parcel 8.
34. Easement granted to United States of America, recorded May 10, 1982, as Instrument No. 298904, Affects parcel 6.
35. Easement granted to United States of America, recorded July 30, 1982, as Instrument No. 300179, Affects parcels 2 and 3.
36. Easement granted to United States of America, recorded July 30, 1982, as Instrument No. 300180, Affects parcels 3.
37. Easement granted to Diamond International Corp., recorded September 9, 1982, as Instrument No. 301115, Affects parcel 2.
38. Easement granted to Burlington Northern Railroad , recorded December 20, 1982, as Instrument No. 302833, Affects parcel 3.
39. Easement granted to Potlatch Corporation, recorded January 3, 1983, as Instrument No. 303069, Affects parcel 2.
40. Easement granted to Burlington Northern Railroad Company, recorded January 19, 1983, as Instrument No. 303369, Affects parcels 2 and 3.
41. Easement granted to Burlington Northern Railroad , recorded July 8, 1987, as Instrument No. 328912, Affects parcels 4, 10 and 11.
42. Easement granted to United States of America, recorded July 14, 1987, as Instrument No. 328976, Affects parcel 1, 4, 6, 8-11, 26 and 27.

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43. Easement granted to United States of America, recorded January 24, 1997, as Instrument No. 376031, Affects parcel 7.

44. Easement granted to Plum Creek Timberlands, recorded October 12, 1999, as Instrument No. 390968, Affects parcel 2.

45. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded March 18, 1980, as Instrument Number 284891, Affects parcel 9, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

46. Easement granted to Plum Creek Timber Company, L.P., a limited partnership, recorded July 12, 1993, as Instrument No. 357756. Affects parcels 32-36, 39, and 40.

47. Easement granted to Potlatch Corporation and Crown Pacific Limited Partnership, recorded May 8, 2001, as Instrument No. 398264. Affects parcels 12, 13, 15-19, 21 and 22.

48. Assignment of Access Rights and Assumption Agreement upon the terms, conditions and provisions contained therein:

Parties: Crown Pacific Limited Partnership and Patriot Investments, LLC

Recorded: April 4, 2002, Instrument No. 403107. Affects parcels 13 and 14

49. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code. Affects all

50. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded September 11, 2006, as Instrument Number 433022, Affects parcel 17, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). Effects parcels 8 and 16.

51. Easement granted to United States of America, recorded October 26, 1932, in Book 64 of Deeds, page 579, Affects parcels 12-14, 16 and 17.

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52. Easement granted to Patriot Investments, LLC, recorded June 8, 2011, as Instrument No. 462799, Affects parcel 26.

53. Easement granted to Patriot Investments, LLC, recorded November 1, 2011, as Instrument No. 464734, Affects parcel 12.

54. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded February 13, 2013, as Instrument Number 471228, Affects parcels 34-36, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

55. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded March 14, 2013, as Instrument Number 471737, Affects parcel 23, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

56. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 30, 2015, as Instrument Number 483266, Affects parcels 40 and 41, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

57. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 30, 2015, as Instrument Number 483268, Affects parcels 40 and 41, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

58. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 13, 2016, as Instrument Number 487268, Affects parcels 40 and 41, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

59. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded August 24, 2011, as Instrument Number 463842, Affects parcels 34-36 and 40-41, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

60. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded December 22, 2014, as Instrument Number 479650, Affects parcels 13 and 14, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

61. Easement granted to John Hancock Life Insurance Company (U.S.A.), et al, recorded August 7, 2013, as Instrument No. 473811. Affects parcels 6, 8, 10, 11, 15-17, and 24-26.

62. Reservations, easements, restrictions, regulations and rights to which said mining claims are subject under the provisions of the mining laws of the United States and the State of Idaho, including, but not limited to, the rights of the proprietor of any lode claim, the vein or lode of which has its top or apex outside of said land and which vein or lode may be found to penetrate, intersect, pass through or dip into said land through the side lines of said proprietor's lode claim, to enter said land along the dip of said vein or lode for the purpose of extracting and removing the ore therefrom or any assertion of such rights.

63. Except all minerals in or under said land including but not limited to metals, oil, gas, coal, stone, and mineral rights, mining rights, and easement rights or other matters relating thereto whether expressed or implied.

64. Easement dated August 11, 2017, from Cherry Tree Timber LLC to Carmona Tristar, LLC, Jackson Timberland Opportunities-Tristar, LLC and Jamestown Forestlands LLC recorded September 6, 2017, as Instrument No. 490616.

Shoshone County, Idaho

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Instrument # 490969

WALLACE, SHOSHONE COUNTY, IDAHO

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Recorded for : FIRST AMERICAN TITLE CO.

PEGGY DELANGE-WHITE Fee: 15.00

Ex-Officio Recorder Deputy

Index to: SPECIAL WARRANTY DEED

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