

RECEIVED

DEC 13 2017

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

DEC 04 2017

WATER RESOURCES
WESTERN REGION

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?
63-20487	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-3339A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Owyhee Range Farms LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Borah Peak Farms, LLC c/o Oak River Farms
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P. O. Box 158 Monterey LA 71354
Mailing address City State ZIP
318-386-7247 x 205
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: October 13, 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):
 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: [Signature] AUTHORIZED SIGNATORY 10.13.17
 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 [Signature] Date 12/4/17 Receipt No. W045875 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 [Signature] Approved by _____ Processed by [Signature] Date 2-9-18

2017-045552
RECORDED
10/19/2017 04:06 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=5 HCRETAL \$15.00
TYPE: DEED
FIRST AMERICAN - NCS BOSTON
ELECTRONICALLY RECORDED

WHEN RECORDED, PLEASE RETURN TO:

First American Title Insurance Company
800 Boylston Street, Suite 2820
Boston, MA 02199
Attn: Mark W. Anderson, Esq.

Parcel No. 28475000 0

Space above this line for recorder's use only

GRANT DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, Owyhee Range Farms LLC, a Delaware limited liability company ("Grantor"), hereby grants, sells, transfers, and conveys unto Borah Peak Farms, LLC, a Delaware limited liability company whose current address is c/o [REDACTED] Oak River Farms, P.O. Box 158, Monterey, LA 71354, Attn: Controller (collectively, "Grantee") that certain real property located in Canyon County, Idaho and legally described in Exhibit A attached hereto and incorporated herein (the "Property").

TOGETHER WITH all improvements thereon and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the Property.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever. Grantor does hereby covenant with Grantee that the Property is free from all encumbrances done, made, or suffered by Grantor except: (i) general taxes and assessments not yet due and payable; (ii) the permitted encumbrances set forth on Exhibit B; and (iii) all matters made, done, or suffered by Grantee; and Grantor will warrant and defend the same against all lawful claims of all persons claiming by, through or under Grantor, but none other.

[Remainder of page intentionally left blank; signature page follows.]

DATED effective as of the 13th day of October, 2017.

GRANTOR:

OWYHEE RANGE FARMS LLC
a Delaware limited liability company

By: Agricultural Company of America Partners, LP,
its managing member

By: Agricultural Company of America Partners GP,
LLC, its general partner

By: Agricultural Company of America Realty Trust,
its managing member

By: CPPIB 013113, LLC, its managing trustee

By:

Name:

Title:

George G. Lilov
Authorized Person

COMMONWEALTH OF MASSACHUSETTS)
SUFFOLK COUNTY) ss.

On this 13 day of October, 2017, before me the undersigned notary public, personally appeared George G. Lilov as Authorized Person of CPPIB 013113, LLC, and provided to me through satisfactory evidence of identification, which was a Driver's License to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose, as Authorized Person of CPPIB 013113, LLC, the managing trustee of Agricultural Company of America Realty Trust, the managing member of Agricultural Company of America Partners GP, LLC, the general partner of Agricultural Company of America Partners, LP, the managing member of Owyhee Range Farms LLC, a Delaware limited liability company, as the voluntary act of said company.

Taylor Tremble
Notary Public

My Commission expires: _____

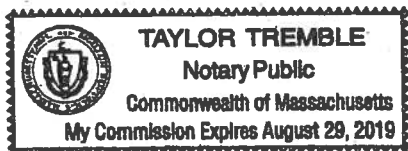


EXHIBIT A

Legal Description of Property

The South Half of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter, and the Northeast Quarter of Section 12, Township 1, North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

EXHIBIT B

Permitted Encumbrances

1. General Taxes for the year 2017, which are liens and are not yet due and payable.
2. Liens and assessments of the following district and the rights and powers thereof as provided by law, not yet due and payable.
District: Boise-Kuna Irrigation District
3. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals and lateral including but not limited to Southside Boulevard along the West boundary, Rose Lane along the South boundary and S. Can Ada Road along the East boundary.
4. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: To construct, maintain and repair underground power lines over, through, under and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right to remove trees, bushes, sod, flowers and shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines.
In Favor of: Idaho Power Company, an Idaho corporation
Recorded: August 8, 1963
Instrument No.: 537415
Affects: The East Half of the Northeast Quarter the exact location of which is undisclosed of record.
5. Reservations and rights of ways as contained in United States Patent.
Recorded: March 26, 1964
Instrument No.: 547520
6. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: private roadway and pipeline
In Favor of: Clayter F. Forsgren and Diane B. Forsgren, his wife
Recorded: June 21, 1974
Instrument No.: 731844
Affects: That portion of the Southeast Quarter of the Northeast Quarter of said Section 12 lying within the following described tract:
Commencing at the Southeast corner of the Northeast Quarter of Section 12 and running West 46.67 feet; thence Northeasterly 66 feet more or less to a point 46.67 feet North of the point of beginning; thence South 46.67 feet to the point of beginning.
7. Dedication to the Public for road purposes by Can Ada Farms, a partnership consisting of Deleva Corp. and Decco Inc.
Recorded: June 20, 1978

Instrument No.: 837082
Affects: North 28 feet of the North Half of said Section 12 1N 2W

8. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

For: To construct, maintain and repair underground power lines over, through, under and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right to remove trees, bushes, sod, flowers and shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines.

In Favor of: Idaho Power Company, an Idaho corporation

Recorded: August 30, 1999

Instrument No.: 9933378

Affects: Southwest Quarter of the Northwest Quarter of said Section 12 1N 2W

9. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

For: To construct, maintain and repair power lines over, through, under and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right to remove trees, bushes, sod, flowers and shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines.

In Favor of: Idaho Power Company, an Idaho corporation

Recorded: July 12, 2013

Instrument No.: 2013031323

Affects: South 25 feet of the East 708.66 feet of SW4 NW4
Section 12 1N 2W (approximately, see document for
exact and full particulars)

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=5 CHE FOWLER
FIRST AMERICAN - NCS BOSTON

2017-099931
10/19/2017 03:53 PM
\$15.00

WHEN RECORDED, PLEASE RETURN TO:

First American Title Insurance Company
800 Boylston Street, Suite 2820
Boston, MA 02199
Attn: Mark W. Anderson, Esq.

Parcel No. 85 S220721410

Space above this line for recorder's use only

GRANT DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, Owyhee Range Farms LLC, a Delaware limited liability company ("Grantor"), hereby grants, sells, transfers, and conveys unto Borah Peak Farms, LLC, a Delaware limited liability company whose current address is c/o [REDACTED] Oak River Farms, P.O. Box 158, Monterey, LA 71354, Attn: Controller (collectively, "Grantee") that certain real property located in Ada County, Idaho and legally described in Exhibit A attached hereto and incorporated herein (the "Property").

TOGETHER WITH all improvements thereon and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the Property.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever. Grantor does hereby covenant with Grantee that the Property is free from all encumbrances done, made, or suffered by Grantor except: (i) general taxes and assessments not yet due and payable; (ii) the permitted encumbrances set forth on Exhibit B; and (iii) all matters made, done, or suffered by Grantee; and Grantor will warrant and defend the same against all lawful claims of all persons claiming by, through or under Grantor, but none other.

[Remainder of page intentionally left blank; signature page follows.]

DATED effective as of the 13th day of October, 2017.

GRANTOR:

OWYHEE RANGE FARMS LLC,
a Delaware limited liability company

By: Agricultural Company of America Partners, LP,
its managing member

By: Agricultural Company of America Partners GP,
LLC, its general partner

By: Agricultural Company of America Realty Trust,
its managing member

By: CPPIB 013113, LLC, its managing trustee

By:

Name:

Title:

Tim Fuhrman
Tim Fuhrman
Authorized Person

COMMONWEALTH OF MASSACHUSETTS
SUFFOLK COUNTY ss.

On this 13th day of October, 2017, before me the undersigned notary public, personally appeared Tim Fuhrman as Authorized Person of CPPIB 013113, LLC, and provided to me through satisfactory evidence of identification, which was a Driver's License to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose, as Authorized Person of CPPIB 013113, LLC, the managing trustee of Agricultural Company of America Realty Trust, the managing member of Agricultural Company of America Partners GP, LLC, the general partner of Agricultural Company of America Partners, LP, the managing member of Owyhee Range Farms LLC, a Delaware limited liability company, as the voluntary act of said company.

Taylor Tremble
Notary Public

My Commission expires: _____

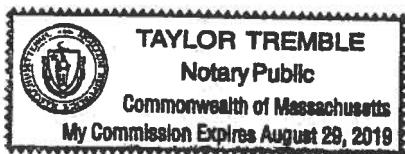


EXHIBIT A

Legal Description of Property

Lot 7 and the Southeast Quarter of the Southwest Quarter of Section 6, Township 1 North, Range 1 West of the Boise Meridian, Ada County, Idaho;

EXCEPTING THEREFROM, a parcel of land more particularly described as follows: Beginning at an Iron pin marking the Northwest corner of Said Government Lot 7, Said point being the True Point of Beginning; Thence South 89°51'29" East along the northerly boundary of Said Government Lot 7 for a distance of 695.32 feet to its intersection with the centerline of and existing canal; Thence the following courses and distances along the centerline of the existing canal: Thence South 28°39'42" West for a distance of 167.27 feet; Thence South 36°07'09" West for a distance of 33.10 feet; Thence South 70°54'28" West for a distance of 22.57 feet; Thence North 43°48'09" West for a distance of 23.75 feet; Thence North 19°49'36" West for a distance of 45.42 feet; Thence North 30°31'17" West for a distance of 28.34 feet; Thence North 53°14'35" West for a distance of 41.76 feet; Thence North 67°03'01" West for a distance of 91.98 feet; Thence North 81°07'17" West for a distance of 92.00 feet; Thence South 87°12'51" West for a distance of 53.67 feet; Thence South 80°16'22" West for a distance of 43.43 feet; Thence South 63°56'16" West for a distance of 84.39 feet; Thence South 53°14'41" West for a distance of 76.80 feet; Thence South 31°12'26" West for a distance of 94.98 feet; Thence South 34°51'56" West for a distance of 67.91 feet to a point on the Westerly Boundary of Said Government Lot 7; Thence leaving the centerline of the existing canal Thence N00°38'26" East along the Said Westerly Boundary of Government Lot 7 for a distance of 253.23 feet to the True Point of Beginning, comprising 1.32 acres, more or less.

Lots 1 and 2 and the East Half of the Northwest Quarter of Section 7, Township 1 North, Range 1 West of the Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM the Southerly 990 feet of the Westerly 1100 feet of Government Lot 2 of Section 7.

Parcel 1A:

Non-exclusive easement rights as contained in that certain Bridge Access Easement Agreement, dated March 18, 2013, and recorded on March 21, 2013 as Document No. 113030571 in the Ada County Registry of Deeds.

EXHIBIT B

Permitted Encumbrances

1. General taxes for the year 2017, which are liens and are not yet due and payable.
2. (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.
3. Liens, fees and charges for trash services, not yet due and payable, as provided by Ada County Ordinance No. 467 amending Title 5, Chapter 2, Section 4, of Ada County Code.
4. Liens and assessments, not yet due and payable of the following district and the rights and powers thereof as provided by law.
District: Boise-Kuna Irrigation District
5. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals, laterals, and roads, including but not limited to Can Ada Road along the westerly boundary line.
6. Water rights, claims or title to water, whether or not the matters are shown by the public records.
7. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company
Recorded: June 11, 1963
Instrument No.: 557992
Affects: West 10 feet of Lot 7 in
Section 6, 1N 1W and other
property
17. 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 the provisions of Section 58-604 Idaho Code 1947.
18. Exceptions and reservations contained in the Deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)
Recorded: June 11, 1954
Instrument No.: 585933
19. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company
Recorded: August 11, 1965
Instrument No.: 618929
Affects: NENW Section 7, 1N 1W
and other property
20. Shared Bridge and Access Agreement upon the terms, conditions and provisions contained therein:
Between: Dennis R. Ferdinand and Owyhee

Dated:	Range Farms LLC
Recorded:	March 18, 2013
Instrument No.:	March 21, 2013
	113030571

After recording return to:

First American Title Insurance Company
800 Boylston Street, Suite 2820
Boston, MA 02199
Attn: Mark W. Anderson, Esq.

2017-045553	
RECORDED	
10/19/2017 04:06 PM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=4 HCRETAL	\$15.00
TYPE: DEED	
FIRST AMERICAN - NCS BOSTON	
ELECTRONICALLY RECORDED	

Quitclaim Deed

THIS QUITCLAIM DEED, made as of the 13th day of October, 2017, by and between Owyhee Range Farms LLC, a Delaware limited liability company ("Grantor"), having an address of c/o AgCoA, 248 Southwoods Centre, Columbia, IL 62236, and Borah Peak Farms, LLC, a Delaware limited liability company ("Grantee"), having an address of c/o [REDACTED] [REDACTED] Oak River Farms, P.O. Box 158, Monterey, LA 71354, Attn: Controller;

WITNESSETH:

THAT GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, release, remise and forever quitclaim unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to any and all water and water rights; ditches and ditch rights; reservoirs, ponds and storage rights; spring and spring rights; water taps; water agreements, leases and licenses; wells; underground water and water rights (whether tributary, nontributary or not nontributary); shares in ditch or water companies or irrigation districts; mitigation plans and rights in or to water used in connection therewith; and all other rights in and to the use of water of any kind or nature which are located on or under, or which were historically used in connection with or otherwise appurtenant to the land described on the attached Exhibit A or the facilities located thereon, including but not limited to those water rights described on the attached Exhibit B, together with all appurtenances thereto (including but not limited to the associated headgates, diversion structures, ditches and laterals, piping, well casings, submersible pumps, applications, permits, licenses and other associated rights or facilities).

IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first above written.

DATED effective as of the 15th day of October, 2017.

OWYHEE RANGE FARMS LLC,
a Delaware limited liability company

By: Agricultural Company of America Partners,
LP, its managing member

By: Agricultural Company of America Partners
GP, LLC, its general partner

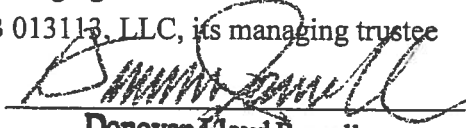
By: Agricultural Company of America Realty
Trust, its managing member

By: CPPIB 013113, LLC, its managing trustee

By:

Name:

Title:


Donovan Lloyd Powell
Authorized Person

COMMONWEALTH OF MASSACHUSETTS)
SUFFOLK COUNTY) ss.

On this 15th day of October, 2017, before me the undersigned notary public, personally appeared Donovan Lloyd Powell Authorized Person of CPPIB 013113, LLC, and provided to me through satisfactory evidence of identification, which was a Driver's License to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose, as Authorized Person of CPPIB 013113, LLC, the managing trustee of Agricultural Company of America Realty Trust, the managing member of Agricultural Company of America Partners GP, LLC, the general partner of Agricultural Company of America Partners, LP, the managing member of Owyhee Range Farms LLC, a Delaware limited liability company, as the voluntary act of said company.

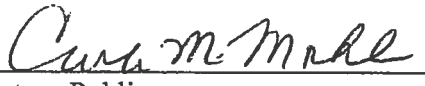

Notary Public
My Commission expires: _____



EXHIBIT A

Legal Description

The South Half of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter, and the Northeast Quarter of Section 12, Township 1, North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

EXHIBIT B

Water Rights

	Permit Number	Withdrawal Type
1.	63-20487	Groundwater
2.	63-3339A	Groundwater

After recording return to:

First American Title Insurance Company
800 Boylston Street, Suite 2820
Boston, MA 02199
Attn: Mark W. Anderson, Esq.

Quitclaim Deed

THIS QUITCLAIM DEED, made as of the 13th day of October, 2017, by and between Owyhee Range Farms LLC, a Delaware limited liability company ("Grantor"), having an address of c/o AgCoA, 248 Southwoods Centre, Columbia, IL 62236, and Borah Peak Farms, LLC, a Delaware limited liability company ("Grantee"), having an address of c/o [REDACTED] [REDACTED] Oak River Farms, P.O. Box 158, Monterey, LA 71354, Attn: Controller;

WITNESSETH:

THAT GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, release, remise and forever quitclaim unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to any and all water and water rights; ditches and ditch rights; reservoirs, ponds and storage rights; spring and spring rights; water taps; water agreements, leases and licenses; wells; underground water and water rights (whether tributary, nontributary or not nontributary); shares in ditch or water companies or irrigation districts; mitigation plans and rights in or to water used in connection therewith; and all other rights in and to the use of water of any kind or nature which are located on or under, or which were historically used in connection with or otherwise appurtenant to the land described on the attached Exhibit A or the facilities located thereon, including but not limited to those water rights described on the attached Exhibit B, together with all appurtenances thereto (including but not limited to the associated headgates, diversion structures, ditches and laterals, piping, well casings, submersible pumps, applications, permits, licenses and other associated rights or facilities).

IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first above written.

DATED effective as of the 3 day of October, 2017.

OWYHEE RANGE FARMS LLC,
a Delaware limited liability company

By: Agricultural Company of America Partners, LP,
its managing member

By: Agricultural Company of America Partners GP,
LLC, its general partner

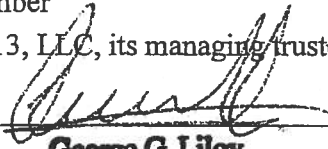
By: Agricultural Company of America Realty Trust,
its managing member

By: CPPIB 013113, LLC, its managing trustee

By:

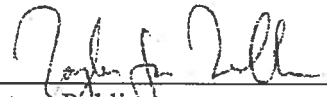
Name:

Title:


George G. Lilov
Authorized Person

COMMONWEALTH OF MASSACHUSETTS)
SUFFOLK COUNTY) ss.

On this 3rd day of October, 2017, before me the undersigned notary public, personally appeared George G. Lilov as Authorized Person of CPPIB 013113, LLC, and provided to me through satisfactory evidence of identification, which was a Driver's License to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose, as Authorized Person of CPPIB 013113, LLC, the managing trustee of Agricultural Company of America Realty Trust, the managing member of Agricultural Company of America Partners GP, LLC, the general partner of Agricultural Company of America Partners, LP, the managing member of Owyhee Range Farms LLC, a Delaware limited liability company, as the voluntary act of said company.


Notary Public
My Commission expires: _____

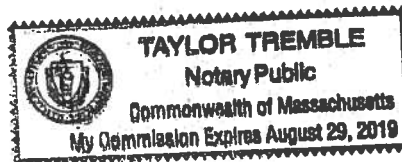


EXHIBIT A

Legal Description of Property

Lot 7 and the Southeast Quarter of the Southwest Quarter of Section 6, Township 1 North, Range 1 West of the Boise Meridian, Ada County, Idaho;

EXCEPTING THEREFROM, a parcel of land more particularly described as follows: Beginning at an Iron pin marking the Northwest corner of Said Government Lot 7, Said point being the True Point of Beginning; Thence South 89°51'29" East along the northerly boundary of Said Government Lot 7 for a distance of 695.32 feet to its intersection with the centerline of and existing canal; Thence the following courses and distances along the centerline of the existing canal: Thence South 28°39'42" West for a distance of 167.27 feet; Thence South 36°07'09" West for a distance of 33.10 feet; Thence South 70°54'28" West for a distance of 22.57 feet; Thence North 43°48'09" West for a distance of 23.75 feet; Thence North 19°49'36" West for a distance of 45.42 feet; Thence North 30°31'17" West for a distance of 28.34 feet; Thence North 53°14'35" West for a distance of 41.76 feet; Thence North 67°03'01" West for a distance of 91.98 feet; Thence North 81°07'17" West for a distance of 92.00 feet; Thence South 87°12'51" West for a distance of 53.67 feet; Thence South 80°16'22" West for a distance of 43.43 feet; Thence South 63°56'16" West for a distance of 84.39 feet; Thence South 53°14'41" West for a distance of 76.80 feet; Thence South 31°12'26" West for a distance of 94.98 feet; Thence South 34°51'56" West for a distance of 67.91 feet to a point on the Westerly Boundary of Said Government Lot 7; Thence leaving the centerline of the existing canal Thence N00°38'26" East along the Said Westerly Boundary of Government Lot 7 for a distance of 253.23 feet to the True Point of Beginning, comprising 1.32 acres, more or less.

Lots 1 and 2 and the East Half of the Northwest Quarter of Section 7, Township 1 North, Range 1 West of the Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM the Southerly 990 feet of the Westerly 1100 feet of Government Lot 2 of Section 7.

EXHIBIT B

Water Rights

	Permit Number	Withdrawal Type
1.	63-20487	Groundwater
2.	63-3339A	Groundwater



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

C.L. "Butch" Otter
Governor

Gary Spackman
Director

February 12, 2018

BORAH PEAK FARMS LLC
C/O OAK RIVER FARMS
PO BOX 158
MONTEREY LA 71354

Re: Change in Ownership for Water Right No(s): 63-20487, 63-3339A, 63-3339A, 63-33695, 63-10579, 63-10580, 63-10465

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 of the owner of a water right, to the Department. Notice of the change must be provided to the Department within **120 days** of the change. Water right forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4912.

Sincerely,

Rachael Smith
Water Resource Agent Senior

Enclosure(s)

CERTIFICATE AS TO AUTHORITY

I, the undersigned Vice President – Chief Counsel of Borah Peak Farms, LLC (the “Company”), issue and deliver this certificate in connection with the transfer of water rights for certain real property owned by the Company in Ada, Butte, Canyon, Jerome and Minidoka Counties, Idaho, as permitted by the Idaho Department of Water Resources (the “Transfer”).

I hereby certify that Scott Vokey, in his capacity as an authorized signatory of the Company, has the authority to execute and deliver any documentation concerning the Transfer on behalf of the Company.

In witness wherefore, the undersigned has thereunto set his hand as of the 6th day of February, 2018.

BORAH PEAK FARMS, LLC

By: R. Clay Powell
R. Clay Powell,
Vice President – Chief Counsel

STATE OF GEORGIA
COUNTY OF ECHOLS

I, Ashley C. Darling, Notary Public, do hereby certify that on this 6th day of February, 2018, personally appeared before me R. Clay Powell, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.



Ashley C. Darling
Name: Ashley C. Darling
Notary Public
My commission expires: 8/21/2018

Smith, Rachael

From: Moir, Alyssa A. <Alyssa.Moir@klgates.com>
Sent: Tuesday, February 06, 2018 11:50 AM
To: Smith, Rachael
Subject: Borah Peak Farms - Authorized Signatory for Notice in Change of Water Right
Attachments: Certificate of Authority - Scott Vokey for Borah Peak Farms.PDF; January 18 Letter from IDWR re_ registered agent.PDF

Dear Rachael -

Thank you for the phone call this morning. I am attaching the Certificate as to Authority, authorizing Scott Vokey to execute and deliver any documentation concerning the transfer of water rights on behalf of Borah Peak Farms. This relates to water right/permit numbers 63-10465, 63-10580, 63-10579, and 63-33695. For your convenience, I am also attaching the letter from IDWR requesting this authorization.

Please feel free to contact me with any questions.

Thank you,
Alyssa

The logo for K&L GATES, featuring the text "K&L GATES" in a bold, white, sans-serif font on a dark gray rectangular background.

Alyssa Moir
Partner
K&L Gates LLP
925 Fourth Avenue
Suite 2900
Seattle, Washington 98104
Phone: 206-370-7965
Fax: 206-370-6134
alyssa.moir@klgates.com
www.klgates.com

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State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

January 18, 2018

2ND NOTICE

BORAH PEAK FARMS LLC
C/O OAK RIVER FARMS
PO BOX 158
MONTEREY LA 71354

RE: Change of Ownership for Water Right/Permit No(s): 63-10465, 63-10580, 63-10579 and 63-33695

Dear Interested Party(s):

The Department of Water Resources received a Notice of Change in Water Right Ownership from you on December 13, 2017. Correspondence was sent on December 15, 2017 requesting additional information.

The information needed was authorization from a *registered agent* of Borah Peak Farms LLC for the Change of Ownership. The authorized signatory on the submitted Notice of Change in Water Right Ownership is not listed as a registered agent for Borah Peak Farms LLC.

You can mail the document to IDWR, PO Box 83720, Boise, Idaho, 83720-0098, or email to: Rachael.Smith@idwr.idaho.gov or fax to: 208-287-6700, Attn: Rachael.

Because the Department cannot process the ownership change without proper documentation, we will hold any action on your notice pending receipt of the necessary information. **If we do not receive the necessary information within 10 days we will return your notice and all attachments and your notice will not be processed.**

Please contact me at (208) 287-4912 if you have any questions regarding this matter.

Sincerely,

Rachael Smith
Water Resource Agent Sr.



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

December 15, 2017

BORAH PEAK FARMS LLC
C/O OAK RIVER FARMS
PO BOX 158
MONTEREY LA 71354

Re: Change of Ownership for Water Right/Permit No(s): 63-10465, 63-10580, 63-10579 and 63-33695

To Borah Peak Farms LLC:

The Department acknowledges the receipt of application to change ownership of the above referenced water right(s). In order for the Department to modify its records to reflect these changes in ownership, the application must be signed by a registered agent for the business.

Please submit proof that the signatory on the Change of Water Right Ownership application is a registered agent for Borah Peak Farms, LLC within 30 days. When this documentation is received, the Change of Ownership can be processed.

If you have any questions, please feel free to contact me at (208) 287-4912.

Sincerely,

Rachael Smith
Water Resource Agent, Senior

K&L GATES

RECEIVED
DEC 04 2017
WATER RESOURCES
WESTERN REGION

December 1, 2017

Alyssa Moir
alyssa.moir@klgates.com

T +1 206 370 7965
F +1 206 623 7022

By FedEx

Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, ID 83705

Re: Ownership Change - Water Rights Nos.: 63-10465 63-10579 63-10580 63-33694 63-20487 63-3339A - Payment

To Whom It May Concern:

Thank you for your letters dated November 14 and November 15 informing us of the incomplete ownership change request regarding six water rights transfers. Enclosed please find a check for Ownership Change for Water Rights No's:

63-10465

63-10579

63-10580

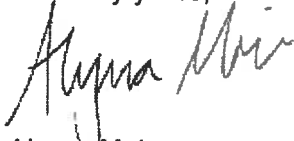
63-33694

63-20487

63-3339A

Please let me know if you have any questions.

Sincerely yours,



Alyssa Moir

Enclosure: Check for 150.00
Ownership Change Letters Dated November 14 & 15



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

November 14, 2017

BORAH PEAK FARMS LLC
C/O OAK RIVER FARMS
PO BOX 158
MONTEREY LA 71354

RE: Ownership Change for Water Right No's: 63-20487 & 63-3339A

Dear Applicants,

The Department of Water Resources acknowledges receipt of your request for an ownership change on the water right mentioned above. However, after reviewing the request, it was determined the form was not completed and additional documentation is needed to complete this request.

Please complete and submit the requested documentation listed below:

- The filing fee for a Notice of Change in Water Right Ownership is \$25.00 **per** undivided water right or a fee of \$100.00 per split water right. The \$50.00 fee required to process both water rights on the application was not included.

Because the Department cannot process this request at this time, we will hold any action on your notice pending receipt of the necessary documentation. If we do not receive the required documentation within 30 days, the notice will be returned and will not be processed.

Thank you for your cooperation. If you have any questions please, contact this office at 208-334-2190.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Jones', is written over a horizontal line.

Chad Jones
Office Specialist II
Western Regional Office

Enclosures

Cc: K&L GATES LLP
C/O ALYSSA MOIR
925 FOURTH AVE STE 2900
SEATTLE WA 98104

RECEIVED

NOV 14 2017

WATER RESOURCES
WESTERN REGION

November 13, 2017

Alyssa Moir
alyssa.moir@klgates.com

T +1 206 370 7965
F +1 206 623 7022

By FedEx

Idaho Department of Water Resources
Western Regional Office
2735 Airport Way
Boise, ID 83705-5082

Re: Formal Notice of Transfer of Water Rights

To Whom It May Concern:

This letter serves as formal notice that the following water rights will be transferred from Owyhee Range Farms LLC to Borah Peak Farms, LLC:

63-20487

63-3339A

Please find enclosed the original of the "Notice of Change in Water Right Ownership (Form 42-248/42-1409)" and a copy of the recorded deeds. Please let me know if you have any questions.

Sincerely yours,



Alyssa Moir

Enclosure: Notice of Change in Water Right Ownership
Grant Deed
Quit Claim Deed