

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JUL 14 2014
Department of Water Resources
Eastern 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
11-2045 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
11-2155 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Barker Ag, an Idaho general partnership
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Redwood Farmland Holdings, L.L.C., a Maryland limited liability company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 7301 Parkway Drive Hanover MD 21076
Mailing address City State ZIP
- 1-410-579-4142 kdoyle@redwoodcapitalinvestments.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: 22 January 2014
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature: *Paul Watts* *Vice President* *4-26-14*
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 *JB* Date *7/14/2014* Receipt No. *E040042* Receipt Amt. *\$50.-*
Approved by *JB* Processed by *JB* Date *7/14/2014*

SUPPORT DATA
IN FILE # 11-2045

Instrument # 216591

BEAR LAKE COUNTY

01-23-2014 04:49:16 No. of Pages: 6

Recorded for: FIRST AMERICAN TITLE - POCA TELLO

KERRY HADDOCK Fee: \$22.00

Ex-Officio Recorder Deputy: eg

Index to: WARRANTY DEED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Volk Law PLLC
Peter A. Volk
P.O. Box 9264
Moscow Idaho 83843

FA 489967

(Space Above For Recorder's Use)

WARRANTY DEED

For the consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **Barker Ag, an Idaho general partnership** ("Grantor"), conveys, grants and warrants to **Redwood Farmland Holdings, L.L.C, a Maryland limited liability company**, ("Grantee"), whose address is c/o Jay Giroto, 11108 NE 65th Street, Kirkland, Washington 98033 and its successors and assigns forever, the following described real property and water rights:

Real property and water rights in the County of Bear Lake, State of Idaho, described as follows:

TOWNSHIP 11 SOUTH, RANGE 44 EAST OF THE BOISE MERIDIAN;

SECTION 31: SE1/4; E1/2SW1/4; LOTS 3 AND 4.

SECTION 32: SW1/4, AND ALL THAT PORTION OF W1/2SE1/4 LYING WEST OF U.S. HIGHWAY NO. 30 NORTH

TOWNSHIP 12 SOUTH, RANGE 44 EAST OF THE BOISE MERIDIAN;

SECTION 5: S1/2 NW1/4; N1/2 SW1/4; LOTS 3 AND 4, AND ALL THAT PORTION OF THE NE1/4 & N1/2 SE1/4 LYING WEST OF U.S. HIGHWAY 30 NORTH.

SECTION 6: LOTS 1, 2, 3, 4, 5, 6; S1/2 NE1/4; SE1/4 NW1/4; SE1/4; NE1/4 SW1/4; AND ALL THAT PORTION OF SE1/4 SW1/4 LYING EAST AND NORTH OF THE BEAR RIVER.

EXCEPT THEREFROM: BEGINNING AT A POINT WHICH IS NORTH 87°13'22" WEST 1734.62 FEET FROM THE SOUTHEAST CORNER OF SECTION 6, AFORESAID, WHICH POINT IS CENTERLINE STATION 20+23.71 OF BENNINGTON BRIDGE PROJECT NO. BR-SOS-0400(3) HIGHWAY SURVEY, AND RUNNING THENCE NORTH 02°19'53" EAST 25.00 FEET TO A POINT THAT BEARS NORTH 02°19'53" EAST 25 FEET FROM STATION 20+23.71 OF

SAID HIGHWAY SURVEY; THENCE NORTH 81°13'50" WEST 159.65 FEET TO A POINT ON A CURVE WITH THE RADIUS OF 331.56 FEET, WHICH BEARS NORTH 08°46'10" EAST 30 FEET FROM STATION 18+61.05 OF SAID HIGHWAY SURVEY; THENCE SOUTHWEST AROUND SAID CURVE FOR A DISTANCE OF 152.98 FEET, CHORD BEARING SOUTH 85°33'04" WEST 151.63 FEET TO A POINT THAT BEARS NORTH 17°40'01" WEST 30.00 FEET FROM STATION 17+21.92 OF SAID HIGHWAY SURVEY; THENCE SOUTH 02°19'53" WEST 25.00 FEET TO A POINT THAT BEAR NORTH 19°15'24" WEST 6.63 FEET FROM STATION 17+13.55 OF SAID HIGHWAY SURVEY; THENCE SOUTH 87°40'07" EAST 309.21 FEET TO THE POINT OF BEGINNING.

WATER RIGHTS:

Water Right License 11-2045 and Water Right License 11-2155

SUBJECT TO taxes and assessments for the year 2014 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

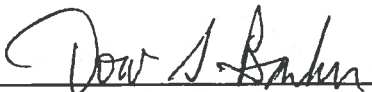
This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

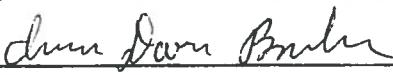
IN WITNESS WHEREOF, the Grantor has executed this instrument on this 22 day of January 2014.

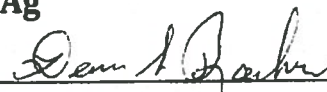
GRANTOR

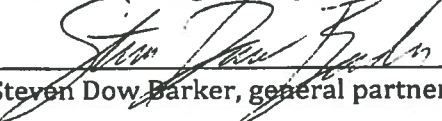
Barker Ag


By: Dow S. Barker, general partner


By: Glen Alvin Barker, general partner


By: Ivan Dow Barker, general partner


Dean S. Barker, general partner


Steven Dow Barker, general partner

STATE OF IDAHO)
) ss.
County of Bannock)

On this 22 day of January, 2014, before me Crystal Iverson
personally appeared Dow S. Barker, known or identified to me to be the general partner of
Barker Ag, the general partnership that executed the instrument and the person who
executed the instrument on behalf of said general partnership, and acknowledged to me
that said person had the authority to bind the general partnership and such general
partnership did execute the same.

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

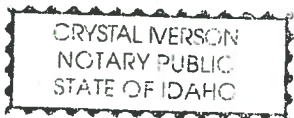


Crystal Iverson
NOTARY PUBLIC FOR IDAHO
Residing at Pocatello, ID
My Commission Expires 4/23/16

STATE OF IDAHO)
) ss.
County of Bannock)

On this 22 day of January, 2014, before me Crystal Iverson
personally appeared Glen Alvin Barker, known or identified to me to be the general partner
of Barker Ag, the general partnership that executed the instrument and the person who
executed the instrument on behalf of said general partnership, and acknowledged to me
that said person had the authority to bind the general partnership and such general
partnership did execute the same.

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

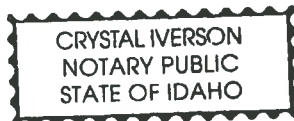


Crystal Iverson
NOTARY PUBLIC FOR IDAHO
Residing at Pocatello, ID
My Commission Expires 4/23/16

STATE OF IDAHO)
) ss.
 County of Bannock)

On this 22 day of January, 2014, before me Crystal Iverson, personally appeared Dean S. Barker, known or identified to me to be the general partner of Barker Ag, the general partnership that executed the instrument and the person who executed the instrument on behalf of said general partnership, and acknowledged to me that said person had the authority to bind the general partnership and such general partnership did execute the same.

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

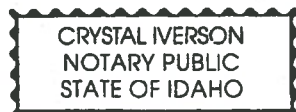


Crystal Iverson
 NOTARY PUBLIC FOR IDAHO
 Residing at Pocatello, ID
 My Commission Expires 4/23/16

STATE OF IDAHO)
) ss.
 County of Bannock)

On this 22 day of January, 2014, before me Crystal Iverson, personally appeared Steven Dow Barker, known or identified to me to be the general partner of Barker Ag, the general partnership that executed the instrument and the person who executed the instrument on behalf of said general partnership, and acknowledged to me that said person had the authority to bind the general partnership and such general partnership did execute the same.

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

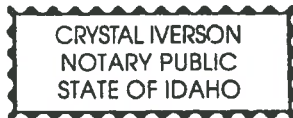


Crystal Iverson
 NOTARY PUBLIC FOR IDAHO
 Residing at Pocatello, ID
 My Commission Expires 4/23/16

STATE OF IDAHO)
) ss.
County of Bannock)

On this 22 day of January, 2014, before me Crystal Iverson,
personally appeared Ivan Dow Barker, known or identified to me to be the general partner
of Barker Ag, the general partnership that executed the instrument and the person who
executed the instrument on behalf of said general partnership, and acknowledged to me
that said person had the authority to bind the general partnership and such general
partnership did execute the same.

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



Crystal Iverson
NOTARY PUBLIC FOR IDAHO
Residing at Paradise, ID
My Commission Expires 4/23/16