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JOINT WELL USE AND OPERATION AND MAINTENANCE AGREEMENT

JUN 21 1988

Department of Water Resources

THIS AGREEMENT, made this 22nd day of April, 1988, by and between GERALD B. HEWARD and DORA W. HEWARD, husband and wife of Route #3 Box 3621, Burley, Idaho, hereinafter referred to as "Hewards", and DANFORD L. CRANE and LARAE CRANE, husband and wife of Burley, Idaho, hereinafter referred to as "Cranes".

R E C I T A L S

The Cranes own the premises known as the West Half of the Northwest Quarter, West Quarter of Section 11 Township 11 South, Range 23 East, Boise Meridian, Cassia County, Idaho.

The Hewards own an adjoining piece of property known as the East Half of the Northwest Quarter, Section 11, Township 11 South, Range 23 East, Boise Meridian, Cassia County, Idaho.

The parties have, prior to this date, jointly paid for, installed and maintained a well which is located in the Southeast corner of the Cranes property described above, which well is used by the parties for supplemental irrigation water on the two premises described above.

The parties now desire to enter into an agreement setting forth their respective rights, duties and obligations relative to the maintenance and operation of the well which is located in the Southeast corner of the East Half of the Northwest Quarter of Section 11, Township 11 South, Range 23 East, Boise Meridian, all in Cassia County, Idaho.

Now, therefore, it is agreed as follows:

1. The parties agree that they each own equal shares

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in the well, pump and motor located in the Southeast corner of the East Half of the Northwest Quarter of Section 11, Township 11 South, Range 23 East, Boise Meridian, Cassia County, Idaho.

2. The parties agree that they have each paid one-half of the expenses to date in the installation, repair and maintenance of the well, pump and motor, and the parties further agree that they shall each bear in equal shares all expenses hereafter incurred in the maintenance, repair and replacement of the well, pump and motor described above.

3. The parties agree that they have heretofore shared the expenses for the electricity in the operation of the pump based upon their usage of the pump to date. It is further agreed by and between the parties that the parties shall each bear and pay their share of the power bill at Unity Light and Power based on their actual usage of the pump. The parties will maintain records of the actual days of use of the pump during the irrigation season and the power bill to Unity Light and Power shall be paid by the Cranes. Thereafter, Hewards shall reimburse Cranes for their portion of the electricity which Hewards used to pump water onto their premises based upon the then existing Unity Light and Power electricity rates and the hours of operation of the pump and motor.

4. The Cranes agree that the Hewards shall have a right of access to and across that portion of the West Half of the Northwest Quarter of Section 11 Township 11 South, Range 23 East, Boise Meridian, Cassia County, Idaho, to allow them access to the well located thereon for the purpose of repair,

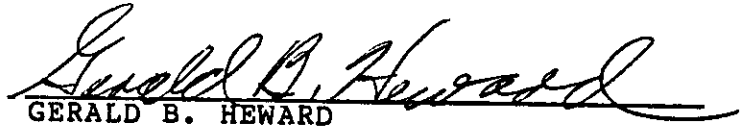
maintenance, placement, adjustment and operation of the well located on the Cranes premises.

5. The parties agree that they will cooperate in making all necessary filings, registrations and other applications that may become necessary in the future with the State of Idaho Department of Water Resources to maintain the water rights and license for this well, and shall share equally all expenses which are incurred in such process.

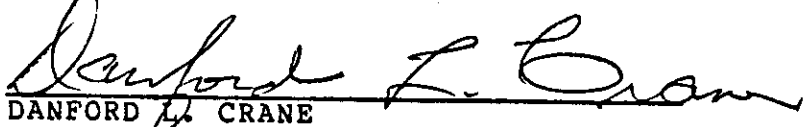
6. This agreement, rights and obligations hereunder, shall run with the land described above and shall be for the benefit of the parties hereto and their respective heirs, successors and assigns.

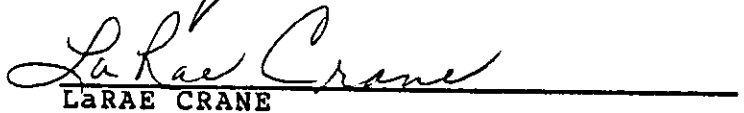
7. This agreement shall be binding upon the parties hereto as well as their heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.


GERALD B. HEWARD


DORA W. HEWARD


DANFORD L. CRANE


LARAE CRANE

STATE OF IDAHO)
) ss.
County of Cassia)

On this 22 day of April, 1988, before me the

undersigned, a Notary Public in and for the County of Cassia, State of Idaho, personally appeared GERALD B. HEWARD and DORA W. HEWARD, husband and wife, known to me to be the persons whose names are subscribed to the within and forgoing instrument and acknowledged to me that they executed the same.

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


NOTARY PUBLIC FOR IDAHO
Residing at Burley, Idaho

STATE OF IDAHO)
) ss.
County of Cassia)

On this 26 day of April, 1988, before me the undersigned, a Notary Public in and for the County of Cassia, State of Idaho, personally appeared DANFORD L. CRANE and LARAE CRANE, husband and wife, known to me to be the persons whose names are subscribed to the within and forgoing instrument and acknowledged to me that they executed the same.

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


NOTARY PUBLIC FOR IDAHO
Residing at Burley, Idaho