

RECEIVED

APR 12 2018

Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
29-14014 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Ireland Bank
 Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): The Amalgamated Sugar Company LLC
 New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

<u>1951 S Saturn Way</u>	<u>Boise</u>	<u>ID</u>	<u>83709</u>
Mailing address	City	State	ZIP
<u>208-383-6538</u>	<u>mwheeler@amalsugar.com</u>		
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: April 7, 2010 (date of split from 29-13625)

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):
 - ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ 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: <u></u>	<u>Agriculture Operations Manager</u>	<u>4/9/2018</u>
Signature of new owner/claimant	Title, if applicable	Date

Signature: _____

Signature of new owner/claimant	Title, if applicable	Date
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For IDWR Office Use Only:

Received by [Signature] Date 7/22/2018 Receipt No. E043922 Receipt Amt. \$25.-

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 [Signature] Processed by [Signature] Date 5/14/2018

AUG 03 2006

WILLIAM A. PARSONS
RICHARD K. SMITH
RANDOLPH C. STONE
LANCE A. LOVELAND
DAVID F. SHIRLEY

PARSONS, SMITH & STONE, LLP
ATTORNEYS AT LAW
137 WEST 13TH STREET
P O BOX 910
BURLEY, IDAHO 83318

TELEPHONE
(208) 878-8382
FAX NO.
(208) 878-0146
pss@pmt.org

August 2, 2006

Mr. John McCreedy
The Amalgamated Sugar Company
3184 Elder Street
Boise, ID 83705

**RE: Amalgamated Sugar - Isaak
Our File No. 1016.060030**

Dear John:

Enclosed, for your information, is the original recorded Warranty Deed, along with the Policy of Title Insurance relating to the above matter.

Should you have any questions, please contact me.

Very truly yours,

PARSONS, SMITH & STONE, LLP

**MAILED WITHOUT SIGNATURE
TO AVOID DELAY**

William A. Parsons

WAP:sw
Enc.

FA 168364-F

31

WD 189726
Seagull Bay

WARRANTY DEED

THIS INDENTURE, made this 20 day of July, 2006,
between **LAMAR R. ISAAK** and **VIOLET R. ISAAK**, husband and wife, of 3298 Isaak
Loop, American Falls, ID 83211 ("GRANTOR") and **THE AMALGAMATED SUGAR
COMPANY, LLC.**, of 3184 Elder Street, Boise, ID 83705 ("GRANTEE").

WITNESSETH:

The Grantor for and in consideration of the sum of Ten Dollars (\$10.00),
lawful money of the United States of America, and other good and valuable
consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby
acknowledged, has granted, bargained, and sold and by these presents does grant,
bargain and sell, convey and confirm unto the Grantee, and to the successors and
assigns of Grantee forever, all of the following described real estate situated in the
County of Power, State of Idaho, described on Exhibit A attached hereto and
incorporated herein by reference, and together with all water rights appurtenant from the
Idaho Department of Water Resources No. 29-13625.

SUBJECT TO: Accruing taxes, levies and assessments,
and the American Falls-Aberdeen Ground Water District and
easements of record and road right-of-ways of record.

TOGETHER with all and singular the tenements, hereditaments and
appurtenances thereunto belonging or in anywise appertaining, the reversion and
reversions, remainder and remainders, rents, issues and profits thereof, and all estate,
right, title and interest in and to said property as well in law as in equity of the Grantor.

Instrument # 189726

POWER COUNTY, IDAHO

2006-07-21 04:39:56 No. of Pages: 3

Recorded for : FIRST AMERICAN TITLE

CHRISTINE STEINLICH

Ex-Officio Recorder Deputy

Fee: 9.00

Warranty Deed - 1

Deanna Curry

PARSONS, SMITH & STONE, LLP
LAWYERS
BURLEY, IDAHO

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with appurtenances unto the Grantee and to the successors and assigns of Grantee forever.

The Grantor shall and will warrant and by these presents will forever defend the said premises in the quiet and peaceable possession of the Grantee, and the successors and assigns of Grantee against all and every person and persons whomsoever lawfully claiming the same, except as aforesaid.

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

Lamar R. Isak
LAMAR R. ISAAK

Violet R. Isaak
VIOLET R. ISAAC

STATE OF IDAHO)
) ss
County of Cassia)

On this 20 day of July, in the year 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **LAMAR R. ISAAK** and **VIOLET R. ISAAK**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WILLIAM A. PARSONS
NOTARY PUBLIC
STATE OF IDAHO

(Amalgamated\IsaakWD.wpd)

 Notary Public for Idaho
 Residing at _____
 My Commission Expires: 7/20/2010

3-3

Seagull Bay - Legal Description
Ex. A to WD 189726,
Recorded 7-20-2006

A PARCEL OF LAND IN THE NW¼NW¼ OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 32 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 00°13'51" WEST, ALONG THE WEST LINE OF SAID SECTION, ALSO BEING THE CENTER LINE OF SMITH ROAD, 30.00 FEET; THENCE NORTH 89°43'56" EAST, LEAVING SAID WEST LINE, 30.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SMITH ROAD AND THE SOUTHERLY RIGHT OF WAY LINE OF RAMSEY ROAD, SAID POINT BEING MARKED WITH A ½" REBAR AND PLASTIC CAP STAMPED PLS 843, THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°43'56" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RAMSEY ROAD, 750.00 FEET TO A ½" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 00°13'51" WEST, LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, 1288.57 FEET, TO A ½" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 89°52'54" WEST, ALONG A LINE LYING 10.00 NORTH AND PARALLEL TO AN EAST/WEST IRRIGATION LINE, 749.98 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SMITH ROAD AND MONUMENTED WITH A ½" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE NORTH 00°13'51" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 1288.61 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING AND RESERVING UNTO THE GRANTORS THE FOLLOWING TRACT DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 00°13'51" WEST, ALONG THE WEST LINE OF SAID SECTION, ALSO BEING THE CENTER LINE OF SMITH ROAD, 30.00 FEET; THENCE NORTH 89°43'56" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RAMSEY ROAD, 65.15 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF AN EXISTING IRRIGATION EASEMENT AS SHOWN ABOVE, THE TRUE POINT OF BEGINNING.

THENCE NORTH 89°43'56" EAST, ALONG THE SOUTHERLY RIGHT OF WAY OF RAMSEY ROAD, 84.52 FEET; THENCE SOUTH 00°24'10" WEST, LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, 319.00 FEET; THENCE SOUTH 89°43'56" WEST, 84.52 FEET TO A POINT ON THE EASTERLY LINE OF SAID CANAL EASEMENT; THENCE NORTH 00°24'10" EAST, ALONG SAID EASTERLY LINE, 319.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO ALL EXISTING EASEMENTS FOR IRRIGATION PURPOSES AS SHOWN ON THE PLAT OF THE MICHAUD CREEK PROJECT, MAIN CANAL EAST PAGE 601-107-53 AS FOUND IN THE OFFICE OF THE FALLS IRRIGATION DISTRICT, OFFICE IN AMERICAN FALLS, IDAHO.

EXHIBIT A

To Warranty Deed Isaak-Amalgamated

CONTRACT OF SALE

AGREEMENT made this 20th day of July, 2006, between **LAMAR R. ISAAK** and **VIOLET R. ISAAK**, husband and wife, of 3298 Isaak Loop, American Falls, ID 83211 ("SELLER") and **THE AMALGAMATED SUGAR COMPANY, LLC.**, of 3184 Elder Street, Boise, ID 83705 ("BUYER").

1. **SALE:** Seller shall sell and Buyer shall purchase the Property being in the County of Power, State of Idaho, and more particularly described on Exhibit A attached hereto and incorporated herein by reference.

2. **PURCHASE PRICE:** The purchase price shall be the sum of Ninety-Nine Thousand Seven Hundred Sixty-Five and no/100 Dollars (\$99,765.00) payable in cash at closing.

3. **EXISTING OBLIGATION:** There is an existing obligation of the Seller to Naomi L. Christensen, as Trustee of the Naomi L. Christensen Revocable Trust u/a March 2nd, 2002. The Seller shall pay that amount on or before closing. In the event the same is not fully paid by that time, or, at that time, the Buyer retains the right to pay the same and to reduce the purchase price by the amount of said payment in order to secure clear title to the property.

4. **DEED:** At closing the Seller shall convey the Property free and clear of all liens and encumbrances, excepting only accruing taxes, levies and assessments, assessments of Falls Irrigation District and American Falls-Aberdeen Ground Water District, and the rights and powers of said District, easements of record, and road right-of-ways of record.

1 5. **TITLE INSURANCE:** At closing the Seller shall furnish Title Insurance in the
2 amount of the purchase price, provided, however, that the Title Insurance Policy shall
3 be subject to usual printed exceptions, accruing taxes, levies and assessments, levies
4 and assessments of Falls Irrigation District and American Falls-Aberdeen Ground Water
5 District, and easements and road right-of-ways of record. The Buyer shall pay the
6 premium on said Policy to be obtained from First American Title Co., Pocatello, Idaho
7 83201, pursuant to Order No. 168364P.
8

9 6. **TAXES:** The 2006 taxes shall be prorated as of the date of closing.

10 7. **WATER:** The Seller shall pay the 2006 water assessments to the appropriate
11 districts.
12

13 8. **ENVIRONMENTAL REPRESENTATION:** The Seller represents that to the
14 knowledge of the Seller there are no hazardous materials on or beneath the Property.

15 9. **CLOSING:** Closing shall take place at Parsons, Smith & Stone, LLP, 137
16 West 13th Street, Burley, Idaho, on the 20th day of July, 2006. Each party shall execute
17 Closing Instructions, if any, in the form provided and Buyer shall pay the closing fee.

18 10. **POSSESSION:** Upon signing of this Agreement the Buyer may enter into
19 possession notwithstanding that the exact description has not been ascertained. The
20 Buyer shall indemnify and save the Seller harmless from any and all Liens of Mechanics
21 and Materialmen that may be involved as to the Property.
22

23 11. **ENTIRE AGREEMENT:** All prior understandings and agreements between
24 the parties are merged herein and this Agreement constitutes the entire understanding
25 of the parties.
26

1 12. **DOCUMENT PREPARATION:** The Buyer shall pay the firm of Parsons,
2 Smith and Stone, LLP for the preparation of the documents. In the event the Seller
3 consults with counsel about the documents that cost shall be paid for by the Seller.

4 13. **MODIFICATIONS:** No provision of this Agreement may be modified or
5 waived unless in writing and signed by the party against whom enforcement of such
6 modification or waiver is sought.

7 14. **BINDING EFFECT:** This Contract shall be binding upon and inure to the
8 benefit of the parties hereto and their respective successors and assigns.

9 15. **HEADINGS:** Headings in this Contract are for convenience only and shall
10 not be used to interpret or construe its provisions.

11 16. **TIME OF THE ESSENCE:** Time is of the essence of this Contract.

12 17. **ATTORNEY FEES:** The prevailing party in any action arising under this
13 Contract shall be entitled to reasonable attorney fees as well as all other relief provided
14 by law.

15 18. **USE:** The Buyer represents that it is intending to construct a sugar beet
16 piling ground on the Property. This Contract is expressly conditioned upon approval by
17 the Power County Zoning Administrator that the Property is properly zoned for a beet
18 piling ground. The Buyer shall be responsible for obtaining permission, or approval, of
19 said Zoning Administrator.

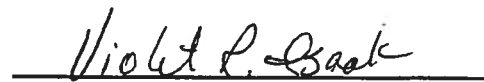
20 19. **COSTS:** The Seller shall pay all costs in connection with obtaining a
21 Release of the Christensen obligation and one-half of the closing expense of the Escrow
22 Agent and the premium for the Title Insurance. The Buyer shall pay for the recording of
23 the Deed.

1 20. WATER: At closing, the Seller shall transfer all water rights appurtenant
2 to the above-described property by appropriate documentation. This water is evidenced
3 by 29-13625. The Water Right is currently in Ireland Bank. The Seller shall obtain
4 release of that ownership post closing and as soon as possible and complete the transfer
5 to the Buyer.
6

7 21. WHEAT ACREAGE: The Seller retains the wheat base acre allotment.

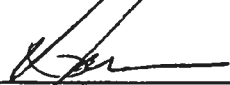
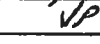
8 SELLER

9
10 
11 LAMAR R. ISAAK

12 
13 VIOLET R. ISAAK

14 BUYER

15 THE AMALGAMATED SUGAR COMPANY,
16 LLC

17 By: 
18 Title:  VP

1 STATE OF IDAHO)
2) ss
3 County of Cassia)

4 On this 20th day of July, in the year 2006, before me, the undersigned, a
5 Notary Public in and for said State, personally appeared **LAMAR R. ISAAK** and **VIOLET**
6 **R. ISAAK**, husband and wife, known or identified to me to be the persons whose names
7 are subscribed to the within instrument, and acknowledged to me that they executed the
8 same.

9 WILLIAM A. PARSONS
10 NOTARY PUBLIC
11 STATE OF IDAHO

William A. Parsons
Notary Public for Idaho
Residing at *Burley*
My Commission Expires: *7/20/2010*

12 STATE OF IDAHO)
13) ss
14 County of Cassia)

15 On this 20th day of July, in the year 2006, before me, the undersigned, a Notary
16 Public in and for said State, personally appeared *VIC IHRD*,
17 known or identified to me to be the *VIC IHRD* of **THE AMALGAMATED**
18 **SUGAR COMPANY LLC**, the corporation that executed the instrument or the person
19 who executed the instrument on behalf of said corporation, and acknowledged to me that
20 such corporation executed the same.

21 WILLIAM A. PARSONS
22 NOTARY PUBLIC
23 STATE OF IDAHO

William A. Parsons
Notary Public for Idaho
Residing at *Burley*
My Commission Expires: *7/20/2010*

24
25
26 (Amalgamated\IsaakContract.wpd)

CONTRACT OF SALE - 5

A PARCEL OF LAND IN THE NW¼NW¼ OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 32 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 00°13'51" WEST, ALONG THE WEST LINE OF SAID SECTION, ALSO BEING THE CENTER LINE OF SMITH ROAD, 30.00 FEET; THENCE NORTH 89°43'56" EAST, LEAVING SAID WEST LINE, 30.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SMITH ROAD AND THE SOUTHERLY RIGHT OF WAY LINE OF RAMSEY ROAD, SAID POINT BEING MARKED WITH A ½" REBAR AND PLASTIC CAP STAMPED PLS 843, THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°43'56" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RAMSEY ROAD, 750.00 FEET TO A ½" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 00°13'51" WEST, LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, 1288.57 FEET, TO A ½" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE SOUTH 89°52'54" WEST, ALONG A LINE LYING 10.00 NORTH AND PARALLEL TO AN EAST/WEST IRRIGATION LINE, 749.98 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SMITH ROAD AND MONUMENTED WITH A ½" REBAR AND PLASTIC CAP STAMPED PLS 843; THENCE NORTH 00°13'51" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 1288.61 FEET TO THE TRUE POINT OF BEGINNING.

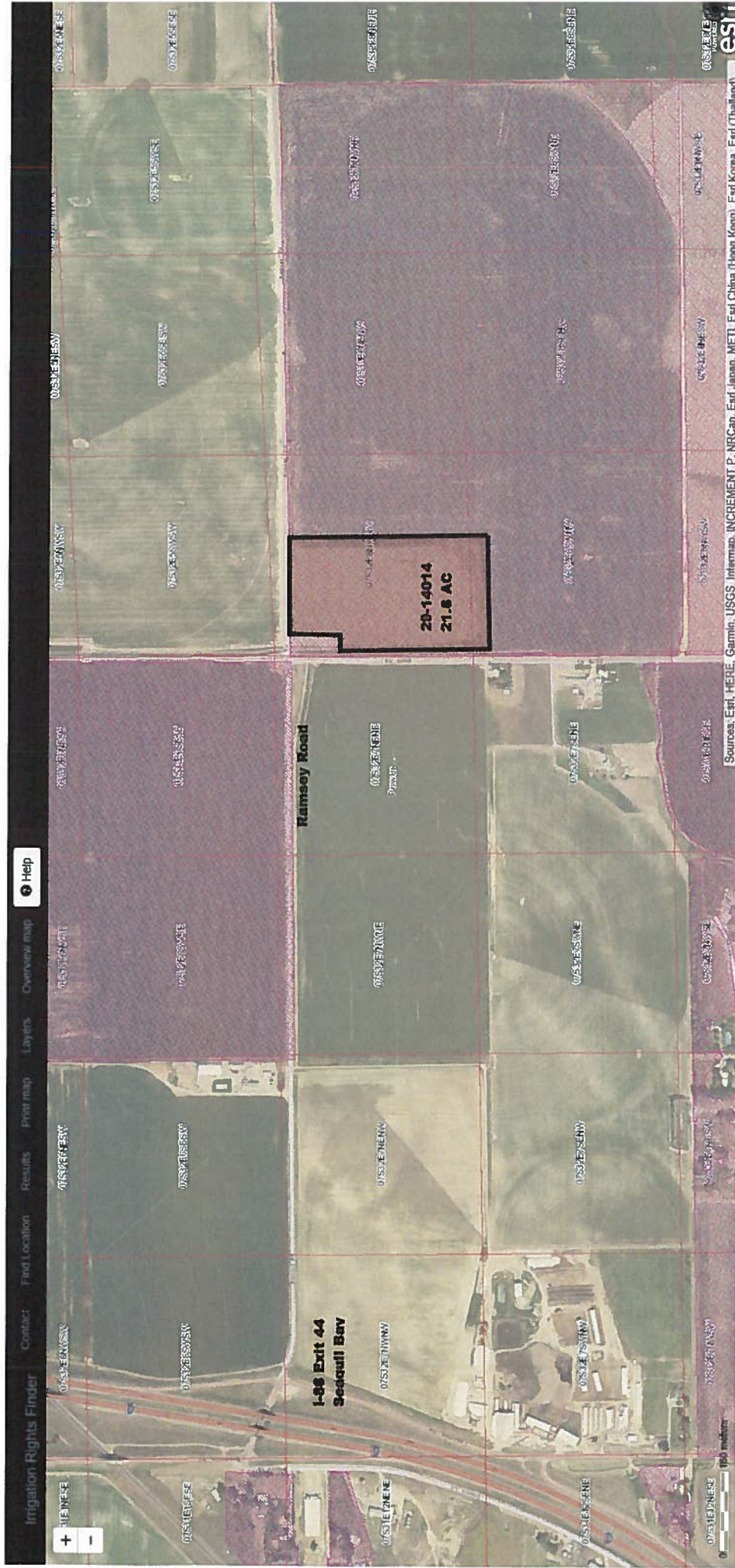
EXCEPTING AND RESERVING UNTO THE GRANTORS THE FOLLOWING TRACT DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 00°13'51" WEST, ALONG THE WEST LINE OF SAID SECTION, ALSO BEING THE CENTER LINE OF SMITH ROAD, 30.00 FEET; THENCE NORTH 89°43'56" EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RAMSEY ROAD, 65.15 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF AN EXISTING IRRIGATION EASEMENT AS SHOWN ABOVE, THE TRUE POINT OF BEGINNING.

THENCE NORTH 89°43'56" EAST, ALONG THE SOUTHERLY RIGHT OF WAY OF RAMSEY ROAD, 84.52 FEET; THENCE SOUTH 00°24'10" WEST, LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, 319.00 FEET; THENCE SOUTH 89°43'56" WEST, 84.52 FEET TO A POINT ON THE EASTERLY LINE OF SAID CANAL EASEMENT; THENCE NORTH 00°24'10" EAST, ALONG SAID EASTERLY LINE, 319.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO ALL EXISTING EASEMENTS FOR IRRIGATION PURPOSES AS SHOWN ON THE PLAT OF THE MICHAUD CREEK PROJECT, MAIN CANAL EAST PAGE 601-107-53 AS FOUND IN THE OFFICE OF THE FALLS IRRIGATION DISTRICT, OFFICE IN AMERICAN FALLS, IDAHO.

EXHIBIT A

To Contract of Sale - Isaak-Amalgamated



Instrument # 189572

POWER COUNTY, IDAHO

2006-06-28

10:39:06 No. of Pages: 3

Recorded for: VIOLET ISAAK

CHRISTINE STEINLICH

Ex-Officio Recorder Deputy

Fees: \$00

Jennifer Rupp

WARRANTY DEED

Naomi L. Christensen, as Trustee of the Naomi L. Christensen Revocable Trust, U/A March 2, 2002, whose address is 845 East 1000 North, Shelley, Idaho 83274, Grantor, hereby GRANTS, BARGAINS, SELLS and CONVEYS unto LaMar Isaak and Violet R. Isaak, husband and wife, as Grantees, whose address is 3298 Isaak Loop, America Falls, Idaho 83211, that certain real property situated in Power County, Idaho ("Premises"), consisting of approximately 22.17 acres and described in Exhibit "A", attached hereto and incorporated by this reference.

TOGETHER WITH any and all improvements, water and ditch rights, easements, tenements, hereditaments and appurtenances belonging or in anywise appertaining and any reversion, remainder, rents, issues, and profits thereof

SUBJECT to rights-of-way, easements, restrictions and reservations appearing of record or enforceable in equity. Subject to all liens and encumbrances placed or allowed to be placed on the Premises by Grantees. Subject to real property taxes and assessments after 2003.

TO HAVE AND TO HOLD the Premises, with their appurtenances unto the said Grantees, their successors and assigns forever. Grantor does hereby covenant to and with the said Grantees, that she is the owner in fee simple of said Premises, that they are free from all encumbrances except as noted above and that she will warrant and defend the same from all lawful claims whatsoever.

WITNESS, the hands of said Grantor as of the 27 day of June, 2006.

Naomi L. Christensen

NAOMI L. CHRISTENSEN, Trustee

STATE OF IDAHO)
 : ss.
COUNTY OF BINGHAM)

On this 27 day of June, in the year 2006, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared Naomi L. Christensen, as Trustee of the Naomi L. Christensen Revocable Trust U/A March 2, 2002, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed 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.

Anna Staples
Notary Public
Residing at: Idaho, Idaho

My Commission Expires:

May 23, 2009
MY COMMISSION EXPIRES
May 23, 2009
BOBBER STEW NOTARY PUBLIC UNDERWRITERS



EXHIBIT "A"

A parcel of land in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 8, Township 7 South, Range 32 East of the Boise Meridian, Power County, Idaho, described as follows:

Commencing at the Northwest corner of said Section;

Thence, S 00°13'51" W, along the West line of said Section, also being the center line of Smith Road, 30.00 feet;

Thence, N 89°43'56" E, leaving said West line, 30.00 feet to a point of intersection with the E'ly right-of-way line of Smith Road and the S'ly right-of-way line of Ramsey Road, said point being marked with a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843, the TRUE POINT OF BEGINNING;

Thence, N 89°43'56" E, along the S'ly right-of-way line of Ramsey Road, 750.00 feet to a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843;

Thence, S 00°13'51" W, leaving said S'ly right-of-way line, 1288.57 feet, to a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843;

Thence, S 89°52'54" W, along a line lying 10.00 north and parallel to an East/West Irrigation line, 749.98 feet to a point on the E'ly right-of-way line of Smith Road and monumented with a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843;

Thence, N 00°13'51" E, along said E'ly right-of-way line, 1288.61 feet to the TRUE POINT OF BEGINNING and containing 22.17 acres more or less.

The above parcel is subject to all existing easements for irrigation purposes as shown on the plat of the Michaud Creek Project, Main Canal East page 601-107-53 as found in the office of the Falls Irrigation District Office in American Falls, Idaho.

Also reserving therefrom an easement for an irrigation pond described as follows: Commencing at the Northwest corner of said Section;

Thence, S 00°13'51" W, along the West line of said Section, also being the center line of Smith Road, 30.00 feet;

Thence, N 89°43'56" E, along the S'ly right-of-way line of Ramsey Road, 65.15 feet to a point of intersection with the E'ly line of an existing irrigation easement as shown above, the TRUE POINT OF BEGINNING;

Thence, N 89°43'56" E, along the S'ly right-of-way line of Ramsey Road, 84.52 feet;

Thence, S 00°24'10" W, leaving said S'ly right-of-way line, 319.00 feet;

Thence, S 89°43'56" W, 84.52 feet to a point on the E'ly line of said canal easement;

Thence, N 00°24'10" E, along said E'ly line, 319.00 feet to the TRUE POINT OF BEGINNING;

Instrument # 184668

POWER COUNTY, IDAHO

2004-04-02

03:42:31 No. of Pages: 3

Recorded for : FIRST AMERICAN

CHRISTINE STEINLICHT

Fee: 9.00

Ex-Officio Recorder Deputy

WARRANTY DEED

IRELAND BANK, an Idaho Banking Corporation, hereinafter referred to as Grantor, whose address is P. O. Box 186, Malad City, Idaho, 83252, hereby grants, bargains, sells and conveys to NAOMI L. CHRISTENSEN, AS TRUSTEE OF THE NAOMI L. CHRISTENSEN REVOCABLE TRUST, U/A MARCH 2, 2002, whose address is 845 East 1000 North, Shelley, Idaho 83274, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the following described real property located in Power County, Idaho, to wit:

PARCEL 1:

NW1/4 and Government Lots 1 and 2 of Section 8, Township 7 South, Range 32 East B.M., Power County, Idaho.

PARCEL 2:

A portion of the SW1/4 of Section 8, Township 7 South, Range 32 East Boise Meridian, Power County, Idaho, described as follows:

Beginning at the West Quarter Corner of said Section 8 which is the true point of beginning and running thence N89°15'29"E 1940.61 feet along the north line of said SW1/4; thence S00°03'18"W 19.00 feet along a line that is 10 feet east of an existing well; thence S89°15'29"W 20.00 feet along a line that is 10 feet South of an existing well; thence N00°03'18"E 4.00 feet; thence S89°15'29"W 1920.61 feet along a line that is parallel with the north line of said SW1/4 to the West Section line; thence N00°03'16"E 15.00 feet along the Section line to the point of beginning.

Together with the tenements, hereditaments and appurtenances thereunto appertaining or in anywise belonging.

WARRANTY DEED

SUBJECT TO:

- (1) Real property taxes pro rated after date of closing for 2004 and subsequent years;
- (2) All irrigation canals, ditches, easements, rights-of-way, restrictions and reservations, whether or not of public record;
- (3) Seller does not represent or warrant the exact acreage thereof;
- (4) Seller does not represent or warrant the environmental conditions or status of the real property and farm lands or any buildings, structures or appurtenances thereon;
- (5) Seller does not make any representations or warranties as to the condition, existence, or usability of the land, buildings, structures, or appurtenances;
- (6) Seller shall warrant to Buyer that the real property and the appurtenant water rights and licenses above described, since it acquired possession by Sheriff's Certificate of Sale of Real Property and Bill of Sale of Personal Property recorded November 29, 2002, and Sheriff's Deed recorded December 29, 2003, until execution of this Agreement have not been adversely affected by reason of acts or omissions of Seller.
- (7) Seller does not make any representations or warranties as to the environmental condition of the land, buildings, structures, or appurtenances;
- (8) Seller does not make any representations or warranties that any water rights, permits, and/or licenses exist or the ownership thereof, or the condition and usability of said water rights and permits by Grantee;
- (9) Rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit whether or not of record.

To have and to hold the said premises with their appurtenances unto the said Grantee, its successors and assigns forever. The said Grantor does hereby covenant to and with said Grantee that it is the

owner in fee simple of the hereinabove described interest, and that subject to the provisions contained herein, it will warrant and defend the same from all lawful claims whatsoever.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the respective parties hereto.

WITNESS the hand of said Grantor this 30th day of March, 2004.

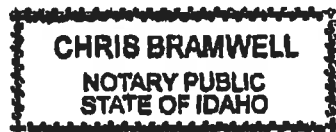
IRELAND BANK

By [Signature]
Authorized Signature

STATE OF IDAHO)
County of Bannock) ss
Oneida)

On this 30th day of March, 2004, before me, a Notary Public in and for said County and State, personally appeared R. Blair Hawkes, known or identified to me, to be the president of IRELAND BANK, that he executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed 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.



[Signature]
Notary Public for Idaho
Residing at Pocahontas, Idaho
My commission expires 10/30/06



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

C.L. "Butch" Otter
Governor

Gary Spackman
Director

May 14, 2018

THE AMALGAMATED SUGAR CO LLC
1951 S SATURN WAY
BOISE ID 83799

Re: Change in Ownership for Water Right No(s): 29-14014

Dear Water Right Holder(s):

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 525-7161.

Sincerely,

Jonie Barg
Technical Records Spec I

Enclosure(s)

cc: Water District 120
Aberdeen American Falls Ground Water District

RECEIVED
Matt Wheeler

Received By: JB
4/23/2018 \$25. -
E043923

From: APR 23 2018
Sent: Department of Water Resources
To: Eastern Region
Subject:

Nield, Jeff <Jeff.Nield@idwr.idaho.gov>
Monday, April 9, 2018 2:09 PM
Matt Wheeler
RE: 29-14014 Ownership Change

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Matt,

I apologize for not bringing this to your attention when we spoke earlier today. There is a \$25 processing fee associated with a change of ownership. This payment can be made by either cash or check to the Idaho Dept. of Water Resources at the address provided below. Please let me know if you have any other questions or concerns.

Thank you,

Jeff Nield

Stream Channel Specialist/Water Resource Agent
Idaho Dept. of Water Resources
900 N Skyline Dr, Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161



From: Matt Wheeler [mailto:MbWheeler@amalsugar.com]
Sent: Monday, April 09, 2018 11:16 AM
To: Nield, Jeff <Jeff.Nield@idwr.idaho.gov>
Cc: Sue Heathman <SHeathman@amalsugar.com>
Subject: 29-14014 Ownership Change

Jeff,

Thanks for the help in getting this all straightened out. Attached is our Ownership Change Request form for 29-14014 and supporting documentation. Reference page 9 of the attachment, Section 20 of the Contract of Sale that specifies the shares were to be transferred to Amalgamated by Lamar Isaak. It appears there was a split of the referenced 29-13625 that occurred in 2010, but no subsequent transfer of the purchased shares (29-14014) to The Amalgamated Sugar Company LLC.

I was uncertain if a filing fee is required for this application; if so, please let me know and I will get a check issued and mailed to your attention. If you need any additional information or documentation, please don't hesitate to contact me via phone or email. Again, I appreciate the help.

Matt Wheeler

Agriculture Operations Manager
The Amalgamated Sugar Company LLC

Office (208) 383-6538
Cell (208) 891-7494
mbwheeler@amalsugar.com

