

DE✓

#45913

RECEIVED

AUG 19 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
PD 1,863 45-1183					

The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

Name and Address of Former Owner/Claimant(s)	<u>Bean Farms, Inc.</u> <u>152 West 700 South</u> <u>Burley, ID 83318</u>
New Owner/Claimant(s)	<u>Cranney Brothers & R. Bean Farms, LLC, collectively an undivided 52% interest; Valley Air Service, Inc., an undivided 24% interest;</u> Name Connector (Check one): ☐ and, ☐ or, ☐ and/or <u>The Amalgamated Sugar Company LLC, an undivided 24% interest</u>
New Mailing Address	<u>1310 South 600 West</u>
City, State and ZIP Code	<u>Oakley, ID 83346</u>
New Telephone Number	<u>(208) 300-9260</u>
Date you acquired the property	<u>August 17, 2009</u>

5. Date you acquired the property August, 2009

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

THE AMALGAMATED SUGAR COMPANY LLC

7. Signature(s) of New Owner(s) or Claimant(s) By: [Signature]
 A duly authorized Member (title if applicable)
 (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by [Signature]
 Received by [Signature]
 Processed by AJ

Date 8-19-09
 Date 8/20/09
 Date

Receipt Amt. \$25
 Receipt No. 5031053
 WR _____ Date _____

RECEIVED

QUITCLAIM BILL OF SALE

AUG 19 2009

No #

DEPT. OF WATER RESOURCES
SOUTHERN REGION

KNOW ALL MEN BY THESE PRESENTS, That on this 7th day of July, 2009, **Bean Farms, Inc., an Idaho corporation** of Burley, County of **Cassia**, State of **Idaho**, the party of the first part, for and in consideration of the sum of **TEN DOLLARS**, and other valuable considerations of the United States of America, **(\$10.00)** to be in hand paid by **Cranney Brothers, an Idaho partnership, and R. Bean Farms, LLC, an Idaho limited liability company, collectively as to an undivided 52% interest; Valley Air Service, Inc., an Idaho corporation, as to an undivided 24% interest; and The Amalgamated Sugar Company, LLC, an Idaho limited liability company, as to an undivided 24% interest**, County of **Cassia**, State of **Idaho**, the parties of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and convey unto the said parties of the second part, their executors, administrators and assigns:

Well site, well, pump, motor, related equipment and pipeline located on the property described on attached Exhibit "A"

TO HAVE AND TO HOLD The same to the said parties of the second part, their executors, administrators and assigns, forever; and the said party of the first part does for its heirs, executors and administrators, covenant and agree to and with the said parties of the second part, executors, administrators or assigns to WARRANT and DEFEND the sale of said property, goods and chattels hereby made unto the said parties of the second part, their executors, administrators and assigns, against all and every person and persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereunto set its hand and seal the day and year first above written.

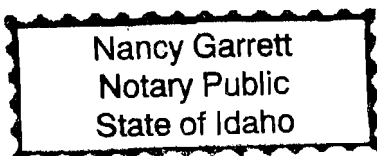
BEAN FARMS, INC.

By: Sharla Bessire
Sharla Bessire, Vice President

CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
11:52:27 am 08-17-2009
2009-004150
NO. PAGES: 2 FEE: \$6.00
LARRY A. NICKELSEN
COUNTY CLERK
DEPUTY: WLMARR

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 7th day of July, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Sharla Bessire**, known or identified to me to be the Vice President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Nancy Garrett
Notary Public
Residing at: Burley, ID
My Commission expires: 2-5-2014

EXHIBIT A

(Legal Description of the Property)

That certain real property located in Cassia County, Idaho, more particularly described as:

TOWNSHIP 11 South, Range 22 East of the Boise Meridian, Cassia County Idaho.

Section 27: Part of Section 27 more particularly described as follows:

Beginning at the SW corner of Section 27 of T.11 S., R.22 E., B.M., said corner marked by an iron pipe with brass cap; Thence North $89^{\circ}46'21''$ East along the south line of Section 27 for a distance of 1246.33 feet to the Point of Beginning;

Thence North $00^{\circ}13'39''$ West for a distance of 46.80 feet;

Thence North $89^{\circ}46'21''$ East for a distance of 40.00 feet;

Thence South $00^{\circ}13'39''$ East for a distance of 46.80 feet to the south line of
Section 27;

Thence South $89^{\circ}46'21''$ West along the south line of Section 27 for a distance of 40.00 feet to the Point of Beginning.

RECEIVED

AUG 19 2009

WARRANTY DEED

For Value Received

DEPT. OF WATER RESOURCES
SOUTHERN REGION

#45913
CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
11:52:24 am 08-17-2009
2009-004147
NO. PAGES: 2 FEE: \$6.00
LARRY A. MICKELSEN
COUNTY CLERK
DEPUTY: WLMARR

Roland Bean, a single man dealing with his sole and separate property

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

The Amalgamated Sugar Company LLC, an Idaho limited liability company

Address: 3184 Elder Street
Boise, Idaho 83705

Hereinafter called the Grantee, the following described premises situated in Cassia County, Idaho, to-wit:

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 34: Part of the NW¼, more particularly described as follows:

Beginning at the N¼ section corner of said Section 34 of said corner marked by an iron pipe with brass cap; Thence South 89°46'21" West along the North line of Section 34 for a distance of 147.16 feet to the Point of Beginning;
Thence South 21°43'02" West along the West line of the Amalgamated Sugar Company property for a distance of 1918.64 feet to a ½ inch rebar;
Thence North 00°28'21" East for a distance of 1749.34 feet to a ½ inch rebar;
Thence North 00°28'21" East for a distance of 30.42 feet to the North line of Section 34;
Thence North 89°46'21" East along the North line of Section 34 for a distance of 695.28 feet to the Point of Beginning.

No irrigation water rights are transferred with this property

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes subsequent to the year 2008.

Assessments of the Southwest Irrigation District and the rights and powers of said District as by law provided.

Mineral Deed from Mrs. Gennie Buttars, a widow, to Fred Foss, recorded June 6, 1952 as Instrument No. 175769 in Book 54 of Deeds on Page 548 in the office of the Recorder of Cassia County, Idaho.

Easement Agreement executed by Bean Farms, Inc., an Idaho corporation, The Amalgamated Sugar Company, LLC, and Bean Holding, LLC, to Southwest Irrigation District, an Idaho irrigation district, dated December 31, 1996 and recorded October 29, 1997 as Instrument No. 251907 on Film No. 292, records of Cassia County, Idaho.

Assignment of "all contractual rights to receive supplemental water", executed by Bean Farms, Inc., Assignor, to Bean Holdings, LLC, Assignee, dated January 5, 2001 and recorded June 21, 2001 as Instrument No. 275714, records of Cassia County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: August 14, 2009

Roland Bean

Roland Bean

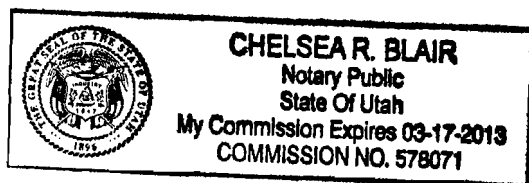
STATE OF UTAH

COUNTY OF WRIGHT) ss.

On this 14 day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Roland Bean**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Chelsea R. Blair

Notary Public
Residing at:
My Commission expires:



RECEIVED

2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

For Value Received

QUITCLAIM DEED FOR WATER RIGHT CASSIA COUNTY No #

RECORDED FOR:
LAND TITLE AND ESCROW
11:52:26 am 08-17-2009
2009-004149
NO. PAGES: 1 FEE: \$3.00
LARRY A. NICKELSEN
COUNTY CLERK
DEPUTY: WLMARR

Bean Farms, Inc., an Idaho corporation

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

**Cranney Brothers, an Idaho partnership, and
R. Bean Farms, LLC, an Idaho limited liability company, collectively as to an undivided 52% interest;
Valley Air Service, Inc., an Idaho corporation, as to an undivided 24% interest; and The Amalgamated
Sugar Company LLC, an Idaho limited liability company as to an undivided 24% interest**

**ADDRESS: 1310 South 600 West
Oakley, Idaho 83346**

Hereinafter called the grantee, the following described premises, in **Cassia** County, Idaho to-wit:

All of the Grantor's interest in State of Idaho Water Right No. 45-11863

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's successors and assigns forever.

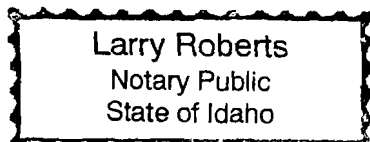
Dated: July 2, 2009

BEAN FARMS, INC.

By: Sharla Bessire
Sharla Bessire, Vice President

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 2nd day of July, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Sharla Bessire**, known or identified to me to be the Vice President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Larry Roberts
Notary Public
Residing at: Burley, ID
My Commission expires: 6-30-15

RECEIVED

AUG 19 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGION

CASSIA COUNTY

RECORDED FOR:

LAND TITLE AND ESCROW

11:52:25 am 08-17-2009

2009-004148

NO. PAGES: 3

FEE: \$9.00

LARRY A. NICKELSEN
COUNTY CLERK

DEPUTY: WLMARR

When Recorded, Mail To:

Attn: _____

Affecting Tax Id. No(s): _____

(Space above for Recorder's use only)

QUITCLAIM DEED

[CPB PN: 507-6544]

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, whose address is 50 East North Temple Street, Salt Lake City, Utah 84150 ("Grantor"), hereby conveys, remises, releases and forever quitclaims, to CRANNEY BROTHERS, an Idaho partnership, and R. BEAN FARMS, LLC, an Idaho limited liability company, collectively as to in an undivided 52% interest; VALLEY AIR SERVICE, INC., an Idaho corporation, as to an undivided 24% interest; and The AMALGAMATED SUGAR COMPANY LLC, an Idaho limited liability company, as to an undivided 24% interest (collectively "Grantee"); which Grantee's notice address is 1310 South 600 West Oakley, Idaho 83346, and for the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described tract of real property (the "Property") situated in Cassia County, State of Idaho, more particularly described as follows:

See Exhibit A, attached hereto and incorporated herein by this reference.

TOGETHER With all of Grantor's rights, if any, in and to Idaho State Water Right Number 45-11863.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise appertaining to the Property, and all of the estate, right, title, interest and claim whatsoever, of Grantor in the Property, either in law or equity, to the only proper use and benefit of Grantee, and Grantee's successors and assigns, forever.

SUBJECT TO: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (iii) current taxes, reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

In the event any governmental, municipal or other approval is required or necessary to effectuate the intent of this Quitclaim Deed or any terms or provisions herein, such as the preparation, filing and approval of a lot line adjustment, subdivision application, plat, etc., Grantee shall prepare, file such necessary documents, and obtain any and all required governmental approvals, at its sole cost and expense, and Grantee hereby indemnifies, saves, holds harmless and agrees to defend Grantor from any and all costs, expenses, and claims caused by or arising from the failure to do so. Obtaining any such required or necessary governmental, municipal, or other approval is a condition precedent to the transaction described herein. Grantor agrees to reasonably cooperate with Grantee to obtain such approval, if necessary, provided that Grantor shall not incur any expenses associated therewith.

WITNESS the hand of said Grantor, this 29th day of June, 2009.

GRANTOR:



CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS,
a Utah corporation sole

By: Terry F. Rudd

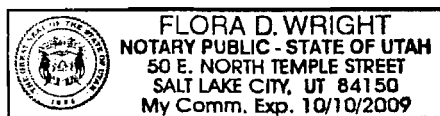
Name (Print) TERRY F. RUDD

Its: Authorized Agent

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 29th day of June, 2009 personally appeared before me TERRY F. RUDD, personally known to me to be an Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.



Flora D. Wright
Notary Public for Utah

EXHIBIT A

(Legal Description of the Property)

That certain real property located in Cassia County, Idaho, more particularly described as:

TOWNSHIP 11 South, Range 22 East of the Boise Meridian, Cassia County Idaho.

Section 27: Part of Section 27 more particularly described as follows:

Beginning at the SW corner of Section 27 of T.11 S., R.22 E., B.M., said corner marked by an iron pipe with brass cap; Thence North $89^{\circ}46'21''$ East along the south line of Section 27 for a distance of 1246.33 feet to the Point of Beginning;

Thence North $00^{\circ}13'39''$ West for a distance of 46.80 feet;

Thence North $89^{\circ}46'21''$ East for a distance of 40.00 feet;

Thence South $00^{\circ}13'39''$ East for a distance of 46.80 feet to the south line of
Section 27;

Thence South $89^{\circ}46'21''$ West along the south line of Section 27 for a distance of
40.00 feet to the Point of Beginning.

RECEIVED

AUG 19 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGION

WELL AGREEMENT & CONVEYANCE OF EASEMENTS

AGREEMENT MADE this 29th day of June, 2009 by and between THE AMALGAMATED SUGAR COMPANY, LLC, ("AMALGAMATED"); CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS ("CPB"); CRANNEY BROTHERS, a partnership, ("CRANNEY"); R. BEAN FARMS, LLC ("R. BEAN") and VALLEY AIR SERVICE, INC. ("VALLEY").

1. RECITALS: The parties recite and declare:

1.1 There are attached to this Agreement three Exhibits:

- a. Exhibit A – "Well Site"
- b. Exhibit B – "Servient Parcels 1 – 6"
- c. Exhibit C – "Dominant Parcels A – C"

1.2 There is a well located on the Well Site owned by CPB. The well is the point of diversion for Water Right No. 45-11863. In order to implement this Agreement CPB desires to transfer the Well Site to Cranney, R. Bean, Valley and Amalgamated in percents hereinafter stated.

1.3 In order to convey water from the well to the various Dominant Parcels it is necessary for some of the parties to convey easements over the Servient Parcels for the benefit of the Dominant Parcels.

IN CONSIDERATION of the recitals and covenants and conditions herein contained the parties agree:

2. WELL SITE: CPB shall convey by Quitclaim Deed the Well Site and Water Right No. 45-11863 to Cranney and R. Bean in an undivided 52% interest; to Valley an

CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
11:57:18 am 08-17-2009
2009-004151
NO. PAGES: 21 FEE: \$63.00
LARRY A. NICKELSEN
COUNTY CLERK
DEPUTY: WLMARR

undivided 24% interest and Amalgamated an undivided 24% interest. Upon such conveyance Cranney, R. Bean, Valley and Amalgamated shall own CPB's rights in the Well Site and Water Right No. 45-11863 and may be entitled to withdraw from the well the quantity of water equivalent to each party's percent of ownership. This Agreement is subject to approval by the Idaho Department of Water Resources. The parties shall execute with the Idaho Department of Water Resources such forms as are necessary to reflect such water right ownership. The water from the well shall be used by the parties on their respective Dominant Parcels, i.e., Cranney and R. Bean Dominant Parcel A, Valley Dominant Parcel B, and Amalgamated Dominant Parcel C. Each party shall have the right to transfer its ownership and easement rights under this Agreement in conjunction with and as a part of a conveyance of its ownership of its Dominant Parcel described herein. In the event any party owning an interest in the Well Site and Water Right desires to transfer its ownership interest in the Well Site and Water Right, either together with or separate and apart from its ownership of its Dominant Parcel, that party shall first offer to the other undivided owners of the Well Site and Water Right the property it proposes to sell; and the other owners shall be entitled to subscribe to a percentage equal to that which they have at the outset. If the seller of the Dominant Parcel's entire interest in its property being offered for sale (including the undivided interest in the Well Site and Water Right either with or without the seller's Dominant Parcel) is not purchased by the other undivided owners, then the party desiring to transfer its property may transfer the same to any other person or persons. Cranney, R. Bean, Valley and Amalgamated agree to share the costs of the maintenance of the well, replacement of the pump, motor and apparatus, and any replacement thereof in the percents of ownership in the Well Site and Water Right. Any

owner not paying their share after thirty (30) days written notice shall forfeit the right to own an interest in the Well Site and Water Right and receive water from the well.

3. **EASEMENTS:** The parties agree to convey to other parties' easements as hereinafter provided:

3.1 CPB hereby conveys a Non-Exclusive Perpetual Easement on, under, over and across Servient Parcels 1, 4 and 5 to Cranney and R. Bean, and their successors in interest, for the benefit of Dominant Parcel A, and for the purposes of operating an underground water pipeline only.

3.2 CPB hereby conveys a Non-Exclusive Perpetual Easement on, under, over and across Servient Parcels 1 and 3 to Valley, and its successors in interest, for the benefit of Dominant Parcel B, and for the purposes of operating an underground water pipeline only.

3.3 CPB hereby conveys a Non-Exclusive Perpetual Easement on, under, over and across Servient Parcel 1 to Amalgamated, and its successors in interest, for the benefit of Dominant Parcel C, and for the purposes of operating an underground water pipeline only.

3.4 Amalgamated hereby conveys a Non-Exclusive Perpetual Easement on, under, over and across Servient Parcels 2 and 6 to Valley, and its successors in interest, for the benefit of Dominant Parcel B, and for the purposes of operating an underground water pipeline only.

3.5 Amalgamated hereby conveys a Non-Exclusive Perpetual Easement on, under, over and across Servient Parcels 2 and 6 to Cranney and R. Bean, and their successors in interest, for the benefit of Dominant Parcel A, and for the purposes of operating an underground water pipeline only.

3.6 All of the above-referenced easements are conveyed in “AS IS” “WHERE IS” condition, without warranties or representations of any kind. Further, the Servient Parcel owner hereby reserves the right to use the Servient Parcels for any use that is not inconsistent with the easements granted herein.

3.7 Should any existing pipelines, or any portions thereof, located within the Servient Parcels be replaced, such replacement shall occur at a depth so as to permit the owner of the Servient Parcels to use said Servient Parcels for agricultural purposes, which shall include planting, plowing, and harvesting crops.

4. **BINDING EFFECT:** The conveyance of the Easements herein and all provisions hereof shall be Easements running with the land and shall be binding upon the parties, their successors and assigns of the respective parcels. Termination of the Easement shall only be by an instrument in writing signed by the parties, or their successors in interest, to the respective Servient and Dominant Parcels, and recorded with the County Recorder for the County of Cassia, State of Idaho.

5. **MAINTENANCE, REPAIR AND REPLACEMENT:** Cranney, R. Bean, Valley and Amalgamated agree to maintain the pipeline in Easements 1, 2, 3 and 6. It shall be the responsibility of Cranney and R. Bean to maintain the pipeline in Easements 4 and 5 and it shall be the responsibility of Valley to maintain any pipelines diverting water from the mainline to its property after it leaves Easement No. 3. CPB shall have no maintenance responsibilities whatsoever in connection with the pipelines and the conveyed easements. Damage to the Servient Parcels (including improvements located thereon) caused by an owner, or owners, of a Dominant Parcel(s) in the exercise of the rights granted herein shall be

promptly repaired, and the Servient Parcel shall be restored to a condition that existed prior to such damage.

6. **RAILROAD:** The pipeline is under the railroad. The parties accept the fact that the railroad has not entered into this Agreement and each party accepts any risks incident thereto. Any costs of getting an Easement or otherwise complying with the railroad right-of-way shall be paid for by Valley. CPB shall have no responsibility in regard to any costs incident to crossing the railroad right-of-way.

7. **AMENDMENT:** This Agreement may not be amended orally, but only by an instrument in writing signed by the party or parties, or their successors in interest, to this Agreement.

8. **ATTORNEY FEES:** The prevailing party in any action arising under this Agreement shall be entitled to reasonable attorney fees in addition to all other relief afforded by the court.

9. **BEAN TO AMALGAMATED:** Forthwith upon the execution of this Agreement by all the parties, Roland Bean shall convey Dominant Parcel C to Amalgamated without the consent of any other party or parties to this Agreement. Upon such conveyance Amalgamated shall succeed to the rights of Roland Bean in and to Dominant Parcel C. Roland Bean and Amalgamated shall be responsible for any transfer of interest in Dominant Parcel C.

10. **CPB CONVEYANCE:** The conveyance by CPB of the Well Site and easements herein are in consideration of an accommodation to the parties and in consideration of prior transactions involving Roland Bean. CPB makes no warranty of adequate water or any other warranties in connection with its obligations under this Agreement except only as to convey title pursuant to the quitclaim deed referenced herein.

11. **INDEMNITY:** Cranney, R. Bean, Valley and Amalgamated agree to indemnify the owner(s) of the Servient Parcels, and each other from any injuries to person or damage to property that may be caused by Cranney, R. Bean, Valley and Amalgamated. It being the express intent and purpose that because of the jointness of the operation that each party (except CPB) shall hold the other harmless because of individual acts, and that CPB be indemnified against damages caused through the exercise of the rights granted herein. Any claim that arises because of the joint operation shall be shared by the parties in the percentages elsewhere stated in this Agreement or as may be amended from time to time as herein provided.

12. **DIVISION OF COSTS, CHARGES AND EXPENSES:** The parties, except CPB, agree to pay all costs, charges and expenses incurred in, about and upon the well and the easements, excepting Easements 4 and 5 in the percentages of Cranney and R. Bean 52%, Valley 24% and Amalgamated 24%. All costs, charges and expenses including utility charges shall be paid in the same percentages. If any party or parties do(es) not pay its respective percentage of the costs, charges and expenses within thirty (30) days after receipt of written demand for such payment from one or more of the other parties, any one or more of the other parties may take such steps as shall be deemed necessary to terminate the nonpaying party's interest in the Well Site and Water Right and that party's right to receive water from the well. A majority of the parties shall make the determination as to what costs, charges and expenses are from time to time necessary. For purposes of this Section 12, Cranney and R. Bean together shall have one vote, Valley Air shall have one vote, and Amalgamated shall have one vote and their successors shall have the same vote.

13. **EFFECTIVE DATE:** This Well Agreement and Conveyance of Easements shall be effective when signed by all of the parties, or their authorized agents, and recorded in the office of the County Recorder, County of Cassia, State of Idaho.

IN WITNESS WHEREOF the parties have executed this Well Agreement and Conveyance of Easements.



**THEAMALGAMATED SUGAR COMPANY,
LLC**

By [Signature]

**CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER DAY SAINTS**

By Tony F. Rudd

CRANNEY BROTHERS

By Michael Cranney
Partner

R. BEAN FARMS, LLC

By Roland Bean
ROLAND BEAN, Member

VALLEY AIR SERVICE, INC.

By _____
Title: _____

[acknowledgments are on the following page]

13. **EFFECTIVE DATE:** This Well Agreement and Conveyance of Easements shall be effective when signed by all of the parties, or their authorized agents, and recorded in the office of the County Recorder, County of Cassia, State of Idaho.

IN WITNESS WHEREOF the parties have executed this Well Agreement and Conveyance of Easements.

**THEAMALGAMATED SUGAR COMPANY,
LLC**

By _____

**CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER DAY SAINTS**

By _____

CRANNEY BROTHERS

By _____
Partner

R. BEAN FARMS, LLC

By _____
ROLAND BEAN, Member

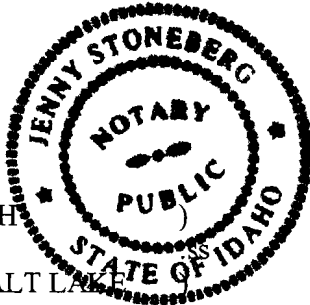
VALLEY AIR SERVICE, INC.

By  _____
Title: SECRETARY/TREASURER

[acknowledgments are on the following page]

STATE OF IDAHO)
) ss
County of Ada)

On this 11th day of August, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Vic Jaro, known or identified to me to be the Member or Members of the Limited Liability Company of **THE AMALGAMATED SUGAR COMPANY, LLC** and the Member or one of the Members who subscribed said Limited Liability Company's name to the foregoing instrument, and acknowledged to me that he executed the same in said Limited Liability Company's name.



Jenny Stoneberg
Notary Public for Idaho
Residing at: Meridian, ID
Comm. Exp.: 08/01/2014

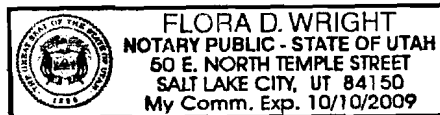
STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 29th day of JUNE, 2009 personally appeared before me TERRY F. ROSS, personally known to me to be an Authorized Agent of **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

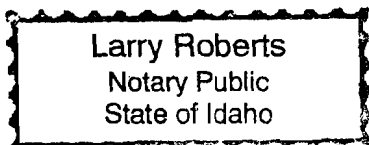
WITNESS my hand and official seal.

Flora D. Wright
Notary Public for the State of Utah

STATE OF IDAHO)
) ss
County of Cassia)



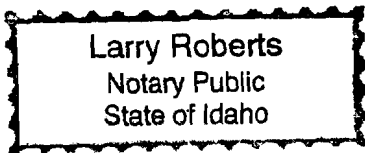
On this 7th day of July, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Cranney, known or identified to me to be the partner or partners of the Partnership of **CRANNEY BROTHERS** and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.



Larry Roberts
Notary Public for Idaho
Residing at: Boise, ID
Comm. Exp.: 6-30-15

STATE OF IDAHO)
) ss
County of Cassia)

On this 22 day of July, in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared **ROLAND BEAN**, known or identified to me to be the Member or Members of the Limited Liability Company of **R. BEAN FARMS** and the Member or one of the Members who subscribed said Limited Liability Company's name to the foregoing instrument, and acknowledged to me that he executed the same in said Limited Liability Company's name.




Notary Public for Idaho
Residing at: Burley, ID
Comm. Exp.: 6-30-2015

STATE OF IDAHO)
) ss
County of Canyon)

On this _____ day of _____, in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of **VALLEY AIR SERVICE, INC.** the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such ~~Corporation executed the same.~~

Notary Public for Idaho
Residing at: _____
Comm. Exp.: _____

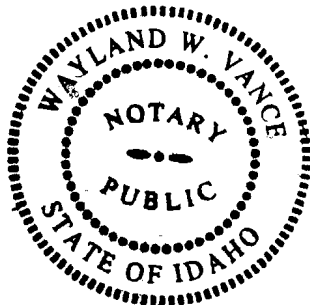
STATE OF IDAHO)
) ss
County of Cassia)

On this _____ day of _____, in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared ~~ROLAND BEAN~~, known or identified to me to be the Member or Members of the Limited Liability Company of ~~R. BEAN FARMS~~ and the Member or one of the Members who subscribed said Limited Liability Company's name to the foregoing instrument, and acknowledged to me that he executed the same in said Limited Liability Company's name. _____

Notary Public for Idaho
Residing at: _____
Comm. Exp.: _____

STATE OF IDAHO)
) ss
County of Canyon)

On this 2 day of July, in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Hubler, known or identified to me to be the Sec of **VALLEY AIR SERVICE, INC.** the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.



Wayland W. Vance
Notary Public for Idaho
Residing at: Caldwell, ID
Comm. Exp.: 11/9/09

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 27: Part of Section 27 more particularly described as follows:

Beginning at the SW corner of Section 27 of T.11 S., R.22 E., B. M., said corner marked by an iron pipe with brass cap; Thence North $89^{\circ}46'21''$ East along the south line of Section 27 for a distance of 1246.33 feet of the Point of Beginning;

Thence North $00^{\circ}13'39''$ West for a distance of 46.80 feet;

Thence North $89^{\circ}46'21''$ East for a distance of 40.00 feet;

Thence South $00^{\circ}13'39''$ East for a distance of 46.80 feet to the south line of Section 27;

Thence South $89^{\circ}46'21''$ West along the south line of Section 27 for a distance of 40.00 feet to the Point of Beginning.

Water Right No. 45-11863

Part of Section 34 of Township 11 South, Range 22 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the NW corner of Section 34 of T.11 S., R.22 E., B.M. said corner marked by an iron pipe with brass cap; Thence North 89 degrees 46 minutes 21 seconds East along the north line of Section 34 for a distance of 1256.33 feet to the Point of Beginning;

THENCE North 89 degrees 46 minutes 21 seconds East along the north line of Section 34 for a distance of 20.00 feet;

THENCE South 00 degrees 13 minutes 39 seconds East for a distance of 25.00 feet;

THENCE North 89 degrees 46 minutes 21 seconds East for a distance of 515.44 feet;

THENCE South 00 degrees 28 minutes 21 seconds West for a distance of 5.42 feet to a ½" rebar;

THENCE South 00 degrees 28 minutes 21 seconds West for a distance of 14.58 feet;

THENCE South 89 degrees 46 minutes 21 seconds West for a distance of 535.20 feet;

THENCE North 00 degrees 13 minutes 39 seconds West for a distance of 45.00 feet to the Point of Beginning.

-

EXHIBIT B

to Well Agreement & Conveyance of Easements
Easement 1 – Servient Parcel

Part of Section 34 of Township 11 South, Range 22 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the NW corner of Section 34 of T.11 S., R.22 E., B.M. said corner marked by an iron pipe with brass cap; Thence North 89 degrees 46 minutes 21 seconds East along the north line of Section 34 for a distance of 1276.33 feet; Thence South 00 degrees 13 minutes 39 seconds East for a distance of 25.00 feet; Thence North 89 degrees 46 minutes 21 seconds East for a distance of 515.44 feet to the Point of Beginning;

THENCE North 89 degrees 46 minutes 21 seconds East for a distance of 685.51 feet to the west boundary of the Amalgamated Sugar Company property;

THENCE South 21 degrees 43 minutes 02 seconds West along the west boundary of the Amalgamated Sugar Company property for a distance of 21.56 feet;

THENCE South 89 degrees 46 minutes 21 seconds West for a distance of 677.69 feet;

THENCE North 00 degrees 28 minutes 21 seconds East for a distance of 14.58 feet to a ½" rebar;

THENCE North 00 degrees 28 minutes 21 seconds East for a distance of 5.42 feet to the Point of Beginning.

EXHIBIT B

to Well Agreement & Conveyance of Easements
Easement 2 – Servient Parcel

Part of Section 34 of Township 11 South, Range 22 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the North $\frac{1}{4}$ section corner of Section 34 of T.11 S., R.22 E., B.M. said corner marked by an iron pipe with brass cap; Thence North 89 degrees 45 minutes 51 seconds East along the north line of Section 34 for a distance of 1160.61 feet to the Point of Beginning;

THENCE North 89 degrees 45 minutes 51 seconds East along the north line of Section 34 for a distance of 20.00 feet;

THENCE South 00 degrees 14 minutes 09 seconds East for a distance of 45.00 feet;

THENCE South 89 degrees 45 minutes 51 seconds West for a distance of 806.83 feet to the east right of way of the Eastern Idaho Railroad;

THENCE North 21 degrees 43 minutes 02 seconds East along said railroad right of way for a distance of 21.56 feet;

THENCE North 89 degrees 45 minutes 51 seconds East for a distance of 778.77 feet;

THENCE North 00 degrees 14 minutes 09 seconds West for a distance of 25.00 feet to the Point of Beginning.

EXHIBIT B

to Well Agreement & Conveyance of Easements
Easement 3- Servient Parcel

Part of Section 27 of Township 11 South, Range 22 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the SW corner of Section 27 of T.11 S., R.22 E., B.M. said corner marked by an iron pipe with brass cap; Thence North 89 degrees 46 minutes 21 seconds East along the south line of Section 27 for a distance of 1246.33 feet to the Point of Beginning;

THENCE North 00 degrees 13 minutes 39 seconds West for a distance of 46.80 feet;

THENCE North 89 degrees 46 minutes 21 seconds East for a distance of 28.37 feet;

THENCE North 49 degrees 57 minutes 15 seconds East for a distance of 1781.55 feet to the west boundary of the Cranney-Bean Property;

THENCE South 00 degrees 11 minutes 08 seconds West along the west boundary of the Cranney-Bean property for a distance of 26.20 feet;

THENCE South 49 degrees 57 minutes 15 seconds West for a distance of 1766.17 feet;

THENCE South 00 degrees 13 minutes 40 seconds East for a distance of 30.46 feet to the south line of Section 27;

THENCE South 89 degrees 46 minutes 21 seconds West along the south line of Section 27 for a distance of 40.00 feet to the Point of Beginning.

EXHIBIT B

to Well Agreement & Conveyance of Easements
Easement 4 – Servient Parcel

TOWNSHIP 11 SOUTH, RANGE 22 EAST, BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 27: A part of the SW¼SE¼, more particularly described as follows:

Beginning at the South quarter section corner of said Section 27, said corner marked by
a 3 inch Cassia County survey cap which point shall be the Point of Beginning;
Thence North 0°11'00" East along the quarter section corner for 1161.46 feet to a ½ inch
rebar;
Thence North 89°36'42" East for 45.00 feet to a point;
Thence South 0°11'00" West for 1161.46 feet to the South section line.
Thence South 89°36'42" West along the South section line for 45.00 feet to the True Point
of Beginning.

EXHIBIT B

to Well Agreement & Conveyance of Easements
Easement 5 – Servient Parcel

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 34: The South 20 feet of the North 45 feet of the following described parcel:

The Point of Beginning is located at the intersection of the West boundary line of the Oakley Branch of the Union Pacific Railroad right-of-way with the North boundary of Section 34, Township 11 South, Range 22 East of the Boise Meridian;

Running thence South along said railroad right-of-way South $20^{\circ}18'$ West for a distance of 968.11 feet;

Thence South $69^{\circ}42'$ East along said right-of-way boundary 34.0 feet;

Thence continuing South $20^{\circ}18'$ West along said West right-of-way boundary 1,843.99 feet more or less to the point of intersection with the East-West quarter section line;

Thence West along said quarter section line for a distance of 356.11 feet;

Thence North $20^{\circ}18'$ East and parallel to and 400 feet from the center line of said Oakley Branch of the Union Pacific Railroad 2,824.68 feet more or less to the point of intersection with the North boundary line of Section 34 and the center line of the Burley Highway District road;

Thence East along said boundary and center line for a distance of 319.86 feet more or less to the Point of Beginning.

EXHIBIT B

to Well Agreement & Conveyance of Easements
Easement 6 – Servient Parcel

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 27: Part of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 27, more particularly described as follows:

Beginning at the South quarter section corner of said Section 27, said corner marked by a 3
inch Cassia County survey cap; thence North 0°11'00" East along the quarter section
line for 1161.46 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 0°11'00" East along said quarter section line for 155.19 feet to a ½ inch rebar;
Thence North 89°36'42" East for 480.80 feet to a ½ inch rebar;
Thence South 20°08'49" West for 165.72 feet to a ½ inch rebar;
Thence South 89°36'42" West for 424.22 feet to the Point of Beginning.

EXHIBIT C
to Well Agreement & Conveyance of Easements
Parcel A – Dominant Parcel

Part of the East $\frac{1}{4}$ of Section 27 of Township 11 South, Range 22 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the SE corner of Section 27 of T.11 S., R.22 E., B.M. said corner marked by a U.S. General Land Office iron pipe with brass cap; Thence South 89 degrees 46 minutes 00 seconds West along section line for a distance of 1356.61 feet to a $\frac{1}{4}$ " rebar which shall be the Point of Beginning;

THENCE South 89 degrees 46 minutes 00 seconds West along section line for a distance of 357.81 feet to a $\frac{1}{4}$ " rebar;

THENCE North 21 degrees 42 minutes 55 seconds East for a distance of 4292.68 feet to a $\frac{1}{4}$ " rebar;

THENCE North 89 degrees 46 minutes 00 seconds East for a distance of 137.68 feet to a $\frac{1}{4}$ " rebar on section line at the NE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE South 00 degrees 13 minutes 21 seconds West along section line for a distance of 150.00 feet to a $\frac{1}{4}$ " rebar;

THENCE South 89 degrees 46 minutes 00 seconds West for a distance of 89.11 feet to a $\frac{1}{4}$ " rebar;

THENCE South 21 degrees 42 minutes 55 seconds West for a distance of 3451.19 feet to a $\frac{1}{4}$ " rebar;

THENCE South 00 degrees 08 minutes 15 seconds West for a distance of 630.52 feet to the Point of Beginning.

EXHIBIT C

to Well Agreement & Conveyance of Easements
Parcel B – Dominant Parcel

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE
MERIDIAN, CASSIA COUNTY, STATE OF IDAHO.

Part of the NW¼ of Section 34 of Township 11 South,
Range 22 East of the Boise Meridian, Cassia County, State
of Idaho.

Beginning at the North ¼ section corner of Section 34 of
T.11 S., R.22 E., B.M. said corner marked by an iron pipe
with brass cap; Thence South 89 degrees 46 minutes 21
seconds West along the north line of Section 34 for a
distance of 147.16 feet to the Point of Beginning;

Thence South 21 degrees 43 minutes 02 seconds West
along the west line of the Amalgamated Sugar Company
property for a distance of 1918.64 feet to a ½" rebar; Thence
North 00 degrees 28 minutes 21 seconds East for a distance
of 1749.34 feet to a ½" rebar; Thence North 00 degrees 28
minutes 21 seconds East for a distance of 30.42 feet to the
north line of Section 34; Thence North 89 degrees 46
minutes 21 seconds East along the north line of Section 34
for a distance of 695.28 feet to the Point of Beginning.

EXHIBIT C

to Well Agreement & Conveyance of Easements
Parcel C – Dominant Parcel