

SUPPLEMENTAL ANALYSIS SHEET FOR TRANSFER

► Transfer No. 70098

► Legal Notice: Use Workflow ad _____

ORWord Filename → Cinder LOS ad

► Email to SO & Western by: _____

ORN/A ☒

COPIES MADE

initial & date to show
cc made & distributed► ASAP Yes

STATE OFFICE files for all transfers ... copy APPLICATION

dt 8-19► ASAP YES

REGION ADJUDICATION files if adj. claim involved ... copy APPLICATION

dt 8-19

► JUST BEFORE FILE TO S.O. - REGION WATER RIGHT files ... copy as follows:

Yes Legal NoticeYes Transfer AnalysisYes Transfer Application below (always be copied:Yes Reviewer's analysis

List other items

CC T. 70098
provided for 61-7424
Even though " N/A
in SRBA. But since
T. 70097 61-7195A
does involve SRBA, thought
cc of other transfer would
be helpful. -SL

include this
note on AJ's
cc of T. 70098
←

AVOID COPYING FOR REGION WATER RIGHT FILES - excess computer reports, excess attachments unless show ownership or other clarifying information, easements & other agreements, oversized documents and so forth.

DISCARD THIS FORM BEFORE FORWARDING FILE.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A61-07195A
Date Received: 1/14/1992
Receipt No: W014008
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: CONNECTICUT GENERAL LIFE INSURANCE CO
Address: C/O CIGNA CORPORATION
SOUTH BUILDING S 305
900 COTTAGE GROVE RD
BLOOMFIELD CT 06002

2. Date of Priority: SEP 6, 1974

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02S	04E	36		SW	SE		ELMORE
	05E	30		NE	SW		ELMORE
				NW	SE		ELMORE

5. Description of diverting works:
WELLS, PUMPS & SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	16.780		3360.00

7. Total Quantity Appropriated is:
16.780 C.F.S. (and/or) 3360.00 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02S	04E	25	NE	SW		IRR	36.0

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
02S	04E	25	NW		SW		IRR	36.0
			SW		SW		IRR	36.0
			SE		SW		IRR	37.0
							Section Acres	145.0
		36	NE		NE		IRR	36.0
			NW		NE		IRR	36.0
			SW		NE		IRR	37.0
			SE		NE		IRR	36.0
			NE		NW		IRR	36.0
			NW		NW		IRR	36.0
			SW		NW		IRR	36.0
			SE		NW		IRR	36.0
			NE		SE		IRR	36.0
			NW		SE		IRR	37.0
			SW		SE		IRR	36.0
			SE		SE		IRR	36.0
							Section Acres	434.0
	05E	29	NW		SW		IRR	3.0
			SW		SW		IRR	3.0
							Section Acres	6.0
		30	NE		NW		IRR	37.0
			NW		NW		IRR	37.0
			SW		NW		IRR	37.0
			SE		NW		IRR	37.0
			NE		SW		IRR	36.0
			NW		SW		IRR	36.0
			SW		SW		IRR	37.0
			SE		SW		IRR	36.0
			NE		SE		IRR	36.0
			NW		SE		IRR	36.0
			SW		SE		IRR	36.0
			SE		SE		IRR	36.0
							Section Acres	437.0
		31	NE		NW		IRR	37.0
			NW		NW		IRR	37.0
			SW		NW		IRR	36.0
			SE		NW		IRR	36.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	146.0
					Total Acres	1168.0

11. Place of use in counties: ELMORE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT WHEN COMBINED WITH ALL OTHER RIGHTS SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE NOR MORE THAN 4.0 AFA PER ACRE FOR THE LANDS ABOVE.

TWO POINTS OF DIVERSION ARE LOCATED WITHIN SWSE, S36, T02S, R04E. ONE POINT OF DIVERSION IS LOCATED ON OR NEAR LINE BETWEEN NWSE AND NESW, S30, T02S, R05E.

RIGHT 61-07210 IS ALSO DIVERTED THROUGH THE POINTS OF DIVERSION IN SECTION 30 DESCRIBED ABOVE.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 840 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 23.47 CFS, A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 5636 AF, AND TO THE COMBINED TOTAL OF 1409 ACRES IN A SINGLE IRRIGATION SEASON. THE COMBINED RIGHTS INCLUDE 61-07204 AND 61-07210.

RIGHTS 61-09195A AND 61-07210 WHEN COMBINED SHALL NOT EXCEED A TOTAL DIVERSION RATE OF 18.65 CFS, A TOTAL ANNUAL DIVERSION VOLUME OF 4672.0 AF, AND THE IRRIGATION OF 1168 ACRES.

15. Basis of Claim: LICENSE

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A61-07195
Date Received: ~~12/6/1991~~ 1/13/94
Receipt No: 12014008
Received By: SL

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CONNECTICUT GENERAL LIFE INSURANCE CO.
Address: C/O CIGNA CORPORATION
SOUTH BUILDING S-305
900 COTTAGE GROVE ROAD
BLOOMFIELD CT 06002-0000

2. Date of Priority: SEP 6, 1974

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02S	04E	36		SW	SE		ELMORE
	05E	29		SW	SW		ELMORE
		30		SW	SE		ELMORE

5. Description of diverting works:
WELLS, PUMPS & SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	16.800		
DOMESTIC	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
16.800 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 2520.0 Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, 1 HOME

MAILED
AUG 11 1992

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
02S	04E	25	NE		SW		IRR	40.0
			NW		SW		IRR	40.0
			SW		SW		IRR	40.0
			SE		SW		IRR	40.0
							Section Acres	160.0
	05E	29	NW		SW		DOMEST	
			NW		SW		IRR	40.0
							Section Acres	40.0
		30	NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	40.0
			SE		NW		IRR	40.0
			NE		SW		IRR	40.0
			NW		SW		IRR	40.0
			SW		SW		IRR	40.0
			SE		SW		IRR	40.0
			NE		SE		IRR	40.0
			NW		SE		IRR	40.0
			SW		SE		IRR	40.0
			SE		SE		IRR	40.0
							Section Acres	480.0
		31	NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	40.0
			SE		NW		IRR	40.0
							Section Acres	160.0
							Total Acres	840.0

11. Place of use in counties: ELMORE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

14. Remarks:

P/D AND P/U MAP WILL BE PREPARED FROM LICENSE FIELD EXAM.

15. Basis of Claim: PERMIT

WICWU-LR-121
AUG 11 1992

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am Contracted buyer of property of
Title
Conn. Gen. Life Ins. Co., that I have signed the foregoing
Organization
document in the space below as Same of
Title
Same and that the statements contained in the
Organization
foregoing document are true and correct.

FHP Montreith
Signature of Authorized Agent

Contracted Buyer of Property
Title and Organization

1-13-92
Date

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 13 day

of January 19 92

Lori Harris
Notary Public

Seal

Residing at _____
DEC 2, 1994

My Commission Expires _____

MICROFILMED
AUG 1 1992

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 61-07195A

NAME & ADDRESS: EDWARD RAY MONTIERTH
SUSAN MONTIERTH
HERBERT R MONTIERTH
GOLDA DARLENE MONTIERTH
RODNEY K MONTIERTH
RT 1 BOX 156
KUNA ID 83634

SOURCE: GROUNDWATER

QUANTITY: 16.78 CFS
3360.0 AFYUSE OF THIS RIGHT WITH RIGHT NO. 61-07210 IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 18.65 CFS AND TO A TOTAL
COMBINED ANNUAL DIVERSION VOLUME OF 4672 AF.USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 23.47 CFS AND TO A TOTAL
COMBINED ANNUAL DIVERSION VOLUME OF 5636 AF. COMBINED RIGHT
NOS.:61-07204, 61-07210.

PRIORITY DATE: 09/06/1974

POINT OF DIVERSION: T02S R04E S36 SWSE Within ELMORE County
R05E S30 NESW
NWSE2 POINTS OF DIVERSION LOCATED IN T02S, R04E, S36, SWSE.
POINT OF DIVERSION IS ON LINE DIVIDING T02S, R04E, S30,NWSE
AND NESW.

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION	04-01 10-31	16.78 CFS 3360.0 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS
EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15,
PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE
OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 31 UNDER THIS
REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED
EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE
DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

PLACE OF USE: IRRIGATION Within ELMORE County

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 61-07195A (CONT)

PLACE OF USE: (CONT)

T02S R04E S25	NESW 36	NWSW 36	SWSW 36	SESW 37
S36	NENE 36	NWNE 36	SWNE 37	SENE 36
	NENW 36	NWNW 36	SWNW 36	SENW 36
	NESE 36	NWSE 37	SWSE 36	SESE 36
ROSE S29	NWSW 3	SWSW 3		
S30	NENW 37	NWNW 37	SWNW 37	SENW 37
	NESW 36	NWSW 36	SWSW 37	SESW 36
	NESE 36	NWSE 36	SWSE 36	SESE 36
S31	NENW 37	NWNW 37	SWNW 36	SENW 36
1168 ACRES TOTAL				

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 840 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 1409 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 61-07204, 61-07210.

USE OF THIS RIGHT WITH RIGHT NO. 61-07210 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 1168 ACRES IN A SINGLE IRRIGATION SEASON.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER RIGHTS IN BASIN 61:

WATER RIGHT NO.	SOURCE
NONE	NONE

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER RIGHTS IN THE SNAKE RIVER BASIN:

WATER RIGHT NO.	SOURCE
NONE	NONE

ALL WATER RIGHTS WITHIN BASIN 61 ARE FROM CONNECTED SOURCES OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED CONJUNCTIVELY.

EXPLANATORY MATERIAL: BASIS OF CLAIM - LICENSE

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 61-07210, 61-07204

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	NOTICE OF COMPLETED
	)	ADMINISTRATIVE PROCEEDINGS
Case No. 39576	)	
	)	Water Rights 61-07195A, 61-07195B,
	)	61-07210, 61-07265, 61-07274,
	)	61-07298 and 61-07306B

IDWR has completed the following Administrative Proceeding:

☐ Change of Address
☒ Substitution of Party
☐ I.C. 42-222 Transfer

SUBSTITUTION OF PARTY

Does the change in "ownership" result in a splitting of the water
right claimed? ☐ Yes ☒ No

If yes, does the split involve an I.C. 42-222 transfer? ☐ Yes ☐ No

Water Right(s): 61-07195A, 61-07195B, 61-07210, 61-07265, 61-07274,

61-07298 and 61-07306B

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
4/27/1999

61-07195A, 61-07195B, 61-07210,
61-07265, 61-07274, 61-07298
AND 61-07306B

PAGE 1

4/27/1999

AND 61-07306B

PAGE 2

CERTIFICATE OF MAILING

I certify that on April 27, 1999 I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:

CONNECTICUT GENERAL LIFE INSURANCE CO
C/O CIGNA CORPORATION
SOUTH BUILDING S 305
BLOOMFIELD CT 06002
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

HERBERT R MONTIERTH
GOLDA DARLENE MONTIERTH
RT 1 BOX 156
KUNA ID 83634

EDWARD RAY MONTIERTH
SUSAN MONTIERTH
RT 1 BOX 156
KUNA ID 83634

RODNEY K MONTIERTH
RT 1 BOX 156
KUNA ID 83634
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449

EXHIBIT A

Real Property

Parcel One

All that certain real property situated in the County of Elmore, State of Idaho, to-wit:

FEE LANDS

TOWNSHIP 2 SOUTH, RANGE 4 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO

Tract I:

Section 25: SW $\frac{1}{4}$

Tract II:

Section 36: SE $\frac{1}{4}$, NE $\frac{1}{4}$, NW $\frac{1}{4}$

TOWNSHIP 2 SOUTH, RANGE 5 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO

Tract III:

Section 29: W $\frac{1}{2}$ SW $\frac{1}{4}$, SAVE AND EXCEPT A portion of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty Nine (29) Township Two (2) South, Range Five (5) East Boise Meridian; more particularly described as follows: Commencing at the Southwest corner of said Section 29; thence East 970 feet along the South boundary of Section 29 to the point of beginning; thence continuing East 350 feet along the South boundary of Section 29; thence North 1320 feet along the East boundary of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence West 350 feet along the North boundary of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; thence South 1320 feet to the Point of Beginning.

AND SAVE AND EXCEPT:

That portion of the above described property deeded to the Mountain Home Highway District, a quasi-municipal corporation, as disclosed in Right-of-Way Deed recorded September 9, 1976, as Instrument No. 170152, and Right-



of-Way Deed recorded August 17, 1982,
as Instrument No. 210057, records of
Elmore County, Idaho.

Tract IV:

Section 30: NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$, Save and Except that
portion of the above described
property deeded to the Mountain Home
Highway District, a quasi-municipal
corporation, as disclosed in Right-of-
Way Deed recorded August 17, 1982, as
Instrument No. 210057, records of
Elmore County, Idaho.

Tract V:

Section 31: NW $\frac{1}{4}$

Real Property

Parcel Two

All that certain real property situated in the County of
Elmore, State of Idaho, to-wit:

FEE LANDS

Tract I:

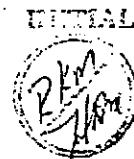
Township 3 South, Range 5 East, Boise Meridian, Elmore
County, Idaho

Section 6: Lots 1 and 2 SAVE AND EXCEPT that portion
deeded to the Mountain Home Highway District, a
quasi-municipal corporation, by Right of Way Deed
recorded August 17, 1982, as Instrument No. 210057,
records of Elmore County, Idaho; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

Tract II:

TOWNSHIP 3 SOUTH, RANGE 5 EAST, BOISE MERIDIAN, ELMORE
COUNTY, IDAHO

SECTION 6: Lots 1 and 2, SAVE AND EXCEPT that portion
deeded to the MOUNTAIN HOME HIGHWAY DISTRICT, a
quasi-municipal corporation, by Right of Way Deed
recorded August 17, 1982, as Instrument No. 210057,
records of Elmore County, Idaho; SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$



TOWNSHIP 3 SOUTH, RANGE 5 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO

SECTION 8: NW $\frac{1}{4}$

TOGETHER WITH the following described road easements:

Road Easement granted to CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut Corporation, its successors and assigns, as disclosed in Instrument recorded May 22, 1978, as Instrument No. 181073, records of Elmore County, Idaho, described as follows:

The South 30 feet of Section 30, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho; AND

The North 30 feet and the West 30 feet of the Northwest Quarter of Section 31, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho; AND

The East 30 feet of Section 36, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho.

AND

Road Easement granted to HERBERT MONTIERTH and DARLENE R. MONTIERTH, and their successors in interest and assigns, as disclosed in Instrument recorded May 22, 1978, as Instrument No. 181074, records of Elmore County, Idaho, described as follows:

The South 30 feet and the West 30 feet of the South Half and the North 30 feet of the Northeast Quarter of Section 31, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

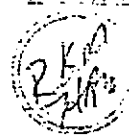
AND

Road Easement granted to HERBERT MONTIERTH and DARLENE R. MONTIERTH, and their successors in interest and assigns, as disclosed in Instrument recorded May 22, 1978, as Instrument No. 181075, records of Elmore County, Idaho, described as follows:

The West 30 feet of the Northeast Quarter and the West 30 feet of the Northwest Quarter of the Southeast Quarter of Section 6, Township 3 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

AND

Road Easement granted to HERBERT MONTIERTH and DARLENE R. MONTIERTH, and their successors in interest



and assigns, as disclosed in Instrument recorded May 22, 1978, as Instrument No. 181076, records of Elmore County, Idaho, described as follows:

The North 30 feet and the East 30 feet of the Northwest Quarter of Section 6, Township 3 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

AND

Road Easement granted to HERBERT MONTIERTH and DARLENE R. MONTIERTH, and their successors in interest and assigns, as disclosed in Instrument recorded May 22, 1978, as Instrument No. 181077, records of Elmore County, Idaho, described as follows:

The East 30 feet of the Southwest Quarter of Section 6, Township 3 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

Tract III:

(Application for BLM Road Right-Of-Way Case No. I-14495 for a road located in the $W\frac{1}{2}W\frac{1}{2}$ of Section 5, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{4}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$ of Section 6, and $N\frac{1}{4}NE\frac{1}{4}$ of Section 7, all in Township 3 South, Range 5 East, Boise Meridian more particularly described as follows:

Segment 1: The West 25 feet of the $NW\frac{1}{4}NW\frac{1}{4}$ of Section 5, T 3 S, R 5 E, B.M.

Segment 2: A right-of-way 50 feet wide lying 25 feet on either side of the following described centerline:

Commencing at the SW corner of the $NE\frac{1}{4}NW\frac{1}{4}$ of Section 5, T 3 S, R 5 E, B.M. thence South 3,910.98 feet, more or less, along the West section line of said Section 5, to a point being the section corner common to Sections 5, 6, 7 and 8, Township 3 South, Range 5 East, Boise Meridian; thence West 2,672.56 feet, more or less, along the south section line of said Section 6 to the south quarter corner thereof, being the terminus of Segment 2.

Tract IV:

(BLM right-of-way, Serial No. I-12989, 20 feet in width for a buried irrigation pipeline as granted by Decision-Right-of-Way Granted



dated April 11, 1977, as amended June 27, 1978, located in SE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, in the SW corner of Section 5 and in the NE corner of Section 7, all in Township 3 South, Range 5 East, Boise Meridian, the centerline of which runs between the SW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 6 and the SE corner of said Section 6, the sidelines of which are described as follows:

The Northeasterly side line thereof commences at a point on the West line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, N 0°05'30" West a distance 14.0 feet, more or less, from the SW corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 6, thence South 45°40'46" East 1911.0 feet more or less, to a point on the North section line of Section 8, Township 3 South, Range 5 East, B.M., South 88°51' East, a distance of 14.62 feet, more or less, from the NW corner of said Section 8, all in Township 3 South, Range 5 East, Boise Meridian;

The Southwesterly side line thereof is parallel with and 20 feet southwesterly of said northeasterly side line, and commences on the South line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 6, North 89°51'30" West a distance of 14.35 feet, more or less, from the SE corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 6, thence South 45°40'46" East a distance of 1,910.62 feet, more or less, to a point on the West Section line of said Section 8, South 0°17'30" West a distance of 13.90 feet, more or less, from the NW corner of said Section 8, all in Township 3 South, Range 5 East, B.M.)

Parcel Three

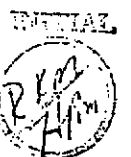
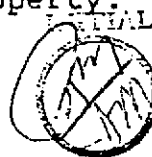
All that certain real property situated in the Counties of Ada and Elmore, State of Idaho, to-wit:

FEE LAND

The South half of the Northwest quarter and the East half of Section 20, Township 2 South, Range 4 East, Boise Meridian, Ada County, Idaho.

Easement and Right-of-Way

Road Easement granted by Big D Ranch, Inc. to Herbert R. Montierth, dated February 27, 1980, over and across the following described real property:



The North 25 feet of the NE $\frac{1}{4}$ of Section 28,
Township 2 South, Range 4 East, Boise Meridian, Ada
County, Idaho.

Easement and Right-of-Way

Easement and Right-of-Way over and across the following
described land in Ada County, Idaho:

BLM right-of-way Serial No. I-16039 for a road located
in Sections 22 and 27 of Township 2 South, Range 4 East,
B.M., Elmore County, Idaho and Sections 21 and 28 of
Township 2 South, Range 4 East, B.M., Ada County, Idaho,
more particularly described as follows:

The first segment of this road right-of-way is 50
feet in width lying 25 feet on either side of the
following described centerline:

Commencing at the corner common to Sections 22, 23,
26 and 27 of Township 2 South, Range 4 East, B.M.,
Elmore County, Idaho which is the real point of
beginning of Right-Of-Way I-16039 and the first
segment of said right-of-way; thence South 89°58' W
a distance of 2,639.67 feet, more or less, to a
point on the section line common to Sections 22 and
27, Township 2 South, Range 4 East, B.M., Elmore
County, Idaho, and the terminus of the first
segment of this right-of-way; and

The second segment of this road right-of-way is 25
feet in width running along the North Boundary of
the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27, Township 2 South, Range 4
East, B.M., Elmore County, Idaho; and

The third segment of this road right-of-way is 50
feet in width lying 25 feet on either side of the
following described centerline:

Commencing at the point on the section line common
to the SE corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21,
Township 2 South, Range 4 East, B.M., Ada County,
Idaho and the NE corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28,
Township 2 South, Range 4 East, B.M., Ada County,
Idaho; thence South 89°50'06" W 2,641.65 feet, more
or less, to a point on the section line common to
Sections 20, 21, 28 and 29 of Township 2 South,
Range 4 East, B.M., Ada County, Idaho and the
terminus of this third segment and the terminus of
Right-of-Way I-16039.



Together with all and singular the buildings, structures, fences, pipes, pipelines, tanks, dams, reservoirs, pumps, pumping equipment and all other improvements and fixtures now or hereafter on or in the above described property, and any and all water and water rights (including but not limited to those water and water rights appurtenant to said property, or any of them, covered or evidenced by Water Permits Nos. 61-7195, 61-7210, 61-7265, 61-7274 and 61-7298, ditches and ditch rights, flumes, aqueducts, canals, appropriations, franchises, and all other rights and privileges belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the said property, or any part thereof, whether or not hereinabove expressly mentioned or described, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.



EXHIBIT B

Personal Property

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SERIAL NO./</u> <u>ID. NO.</u>
<u>Well No. 1:</u>		
One	300 h.p. Westinghouse electric motor with pump (no name)	7604
<u>Well No. 2:</u>		
One	400 h.p. General Electric motor with attached Wel-Line pump	CNJ30212 45718
<u>Booster 1:</u>		
One	125 h.p. U.S. Electric motor with attached Layne pump	R-9982-00-807 R2097165 45716
<u>Booster 2:</u>		
One	125 h.p. U.S. Electric motor with attached Layne pump	R-9982-00-807 R2097180 45714
<u>Booster 3:</u>		
One	125 h.p. U.S. Electric Motor with attached Layne pump	FBJ608149 45715
<u>Well No. 3:</u>		
One	400 h.p. General Electric motor with attached Layne pump	FMJ616030 45929
<u>Booster No. 1:</u>		
One	250 h.p. General Electric motor with attached Wel-Line pump	JMJ915113 VTP-46193
<u>Field Booster</u>		
One	100 h.p. Marion motor with attached Aurora pump	96616-2/21-1 77-14431-5



Personal Property

One	200 h.p. General Electric motor with attached Verti-Line pump	BSJ227127 37970677
Two	10-tower Olson 1/4 mile center pivots, Model No. 102	4783 and 4784
1,880 ft.	12-inch 125# P.V.C. buried pipe	
1,320 ft.	10-inch 125# P.V.C. buried pipe	
2,640 ft.	8-inch 125# P.V.C. buried pipe	
2,640 ft.	above-ground steel mainline with risers (10-inch and 8-inch)	
4,400 ft.	12-inch buried wrapped steel mainline	
6,580 ft.	10-inch buried wrapped steel mainline	
7,920 ft.	16-inch buried steel mainline	
3,960 ft.	14-inch buried steel mainline	
2,640 ft.	12-inch buried steel mainline	
10,560 ft.	10-inch buried steel mainline	

Together with any and all allied equipment, by way of example, but not limited to: Electrical panels, control boxes, wiring, pipes, valves, elbows, couplers, flanges, reducers, plugs, risers and sprinklers.

Grantor's rights in Water Agreement with Elwood D. Wing and Naomi M. Wing, husband and wife, dated April 11, 1978, recorded May 31, 1978 as Instrument No. 181305, records of Elmore County, Idaho, as amended, including an undivided one-half (1/2) interest in the "East Well" referred to therein and in the pumps, motors, pipelines and related equipment located or to be located thereat or leading therefrom (including additions and replacements) in NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 6, Township 3 South, Range 5 East, Boise Meridian, Elmore County, Idaho including but not limited to the following described equipment:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SERIAL NO.</u>
One	400 h.p. General Electric motor with attached pump (no name)	GMJ915015



Two

200 h.p. General Electric
motors
with attached Layne and
Bowler pumps
and panels

GMJ728116
GMJ728117

45930, 45932

Together with any and all allied equipment, by way of example,
but not limited to: electrical panels, control boxes, wiring,
pipes, valves, elbows, couplers, flanges, reducers, plugs, risers
and sprinklers.

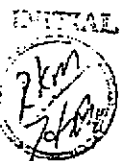


EXHIBIT C

1. Road Easement dated January 3, 1978 from John Bentz and Laurice D. Bentz to Herbert Montierth and Darlene R. Montierth, recorded May 22, 1978 as instrument number 181074, records of Elmore County, Idaho; and
2. Road Easement dated January 3, 1978 from Edward Ray Montierth to Herbert Montierth and Darlene R. Montierth, recorded May 22, 1978 as instrument number 181075, records of Elmore County, Idaho; and
3. Road Easement dated January 3, 1978 from Robert Osborn and Betty F. Osborn to Herbert Montierth and Darlene R. Montierth, recorded May 22, 1978 as instrument number 181076, records of Elmore County, Idaho; and
4. Road Easement dated January 3, 1978 from Elwood D. Wing and Naomi Wing to Herbert Montierth and Darlene R. Montierth, recorded May 22, 1978 as instrument number 181077, records of Elmore County, Idaho; and



5. Road Easement dated March 17, 1978 from John G. Bentz and Laurce D. Bentz to Herbert R. Montierth, Jr., and Golda D. Montierth and Edward Ray Montierth, recorded May 22, 1978 as instrument number 181078, records of Elmore County, Idaho; and
6. Water Agreement dated April 11, 1978 between Elwood D. Wing and Naomi M. Wing and Herbert R. Montierth, Jr. and Golda D. Montierth and Edward Ray Montierth, recorded May 31, 1978 as instrument number 181305, records of Elmore County, Idaho as amended by that certain Amendment to Water Agreement dated February 29, 1988, between Elwood D. Wing and Naomi M. Wing, husband and wife, Sidney D. Wing and Kim E. Wing, husband and wife, individually and doing business as "Squaw Creek Farms, an Idaho general partnership," and Herbert R. Montierth, Jr. and Golda D. Montierth, husband and wife, and Edward Ray Montierth and Susan Montierth, husband and wife, and Connecticut General Life Insurance Company, a Connecticut corporation, which was recorded on May 24, 1988, as instrument number 247800, records of Elmore County, Idaho; and
7. Road Easement granted to Herb Montierth by the United States Department of the Interior, Bureau of Land Management as evidenced by that certain Certificate of



Right-of-Way (I.-16039) dated February 26, 1980, and recorded in Ada County, Idaho on February 26, 1980, as instrument number 8009942 and also recorded in Elmore County, Idaho on March 10, 1980, as instrument number 193919; and

8. Road Easement granted to Herbert R. Montierth by Big D Ranch, Inc. dated February 27, 1980, and recorded in Ada County, Idaho on March 6, 1980, as instrument number 8011627.



EXHIBIT D
TO MORTGAGE

25. It is understood and agreed that Mortgagee, in agreeing to sell the property described herein to the Mortgagor has investigated and is relying upon the agricultural and farming skills of Mortgagor, and upon information gathered by Mortgagee concerning the financial condition and farming skills of Mortgagor. Mortgagor covenants and agrees that in the event of the sale, transfer or other disposition, including but not limited to a disposition by operation of law, of the property described herein, or any part thereof or any interest therein, Mortgagee or any of its successors or assigns shall have the right, at its option, without further notice, to declare the entire indebtedness evidenced by said promissory note and secured by this Mortgage and other security instruments mentioned above to be immediately due and payable and to foreclose or to exercise any other rights or remedies which Mortgagee or any of its successors or assigns shall have in and to the property described herein. Failure of the Mortgagee or any of its successors to exercise this option shall not be deemed a waiver of this option as to any subsequent sale, transfer or other disposition of the property described herein, or any part thereof or any interest therein.

It is understood and agreed that Mortgagee may waive its right to declare the entire indebtedness evidenced by said promissory note and secured by this Mortgage and the other



security instruments mentioned above to be immediately due and payable if the following conditions are satisfied:

1. The party purchasing or taking ownership of the property is acceptable to Mortgagee; and

2. Said party agrees to assume personal liability for repayment and performance of the promissory note, this Mortgage and all other security instruments given in connection with this transaction; and

3. A charge for administrative costs is paid to the Mortgagee; and

4. If required by Mortgagee, the interest rate then being assessed on the outstanding principal balance of said promissory note is increased to the rate then being charged by Mortgagee on its agricultural loans then being made or to twelve percent (12%) per annum, whichever is less. It is understood and agreed that if a sale or transfer of the property described herein is consented to by the Mortgagee that the interest rate then being assessed on the outstanding principal balance of said promissory note shall not be reduced below eight and one-half percent (8½%) per annum, the original interest rate stated in said promissory note.

Any increase in the interest rate shall entitle Mortgagee to increase the regular required payments accordingly.

Mortgagor understands and agrees that if the obligation of payment of said promissory note is assumed by any person, such



assumption will release the Mortgagor from personal liability for payment and performance of the terms and conditions of said promissory note, this Mortgage and the other security instruments given by the Mortgagor to the Mortgagee in connection herewith.

26. Mortgagor further covenants and agrees that they will not, without the prior written consent of the Mortgagee, transfer, assign or reconstitute any of the commodity bases established by the United States Department of Agriculture, Agricultural Stabilization and Conservation Service which are appurtenant or applicable to the real property described herein.

27. Mortgagor further covenants and agrees to comply with all laws, rules and regulations of the United States Department of Agriculture, Agricultural Stabilization and Conservation Service, Commodity Credit Corporation, hereinafter referred to as "ASCS" which pertain to that portion of the property described herein which Mortgagor now has enrolled or might hereafter enroll in the Conservation Reserve Program or any other program administered by said ASCS or its successor.

28. Mortgagor further covenants and agrees that it will not, without the prior written consent of the Mortgagee, assign, transfer, convey, grant a security interest in, or otherwise encumber any interest of Mortgagor in or to any Conservation Reserve Program contract entered into relating to any of the real property described herein, including but not limited to Mortgagor's right to receive any payment under any such contract,



except to those lenders who advance funds to the Mortgagor to cover those costs associated with the operation of the real property described herein.

29. Mortgagor further covenants and agrees that within fifteen (15) days of the date of any billing sent to them by Mortgagee they will pay to Mortgagee a fee in consideration of Mortgagee agreeing not to sell, without the Mortgagor's consent, any of the irrigation equipment more particularly described on EXHIBIT "E" attached hereto, until after August 1, 1988. The fee provided for in this section shall be an amount equal to eight and one-half percent (8½%) per annum on the value of said irrigation equipment calculated from May 1, 1988 until all of said irrigation equipment is sold or March 1, 1989, whichever occurs first. Mortgagor and Mortgagee agree that the value of said irrigation equipment is \$140,000.00 and that Mortgagee will, on the date it receives any proceeds from the sale of all or any portion of said irrigation equipment, deduct the amount of said proceeds from the remaining value of said irrigation equipment. Mortgagor understands and agrees that their failure to pay said fee when due shall constitute a default of this Mortgage.

30. Words used herein shall include the singular or plural, and feminine, masculine or neuter, as the context may require, and if this instrument is executed by two or more persons or parties the obligations and liabilities hereunder of such Mortgagors shall be joint and several, the rights and obligations herein shall inure to and be binding upon the



successors, heirs, executors, administrators and assigns of the respective parties.

31. This Mortgage shall be governed by and construed according to the laws of the State of Idaho.

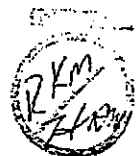
Herbert R. Montierth
Herbert R. Montierth (also known as
Herb R. Montierth and H. R.
Montierth)

Golda Darlene Montierth
Golda Darlene Montierth (also known
as Golda D. Montierth and Darlene
R. Montierth)

Edward Ray Montierth
Edward Ray Montierth (also known as
Ray Montierth)

Susan Montierth
Susan Montierth

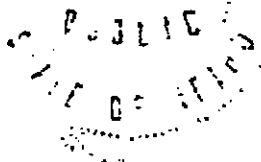
Rodney K. Montierth
Rodney K. Montierth (also known as
Rodney Kent Montierth)



STATE OF IDAHO)
) ss.
County of Ada)

On this 31st day of Aug., 1988, before me,
Rowena Burnum, a Notary Public in and for
said state, personally appeared HERBERT R. MONTIERTH (also known
as Herb R. Montierth and H. R. Montierth) and GOLDA DARLENE
MONTIERTH (also known as Golda D. Montierth and Darlene R.
Montierth), 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.

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

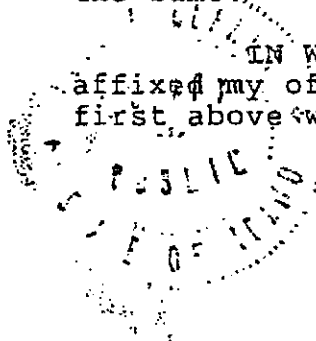


Rowena Burnum
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires on 5-20, 1994

STATE OF IDAHO)
) ss.
County of Ada)

On this 31st day of Aug., 1988, before me,
Rowena Burnum, a Notary Public in and for
said state, personally appeared EDWARD RAY MONTIERTH (also known
as Ray Montierth) and SUSAN MONTIERTH, 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.

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



Rowena Burnum
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires on 5-20, 1994



STATE OF IDAHO)

County of Ada)

ss.

On this 31st day of Aug., 1988, before me, Rouena Burnum, the undersigned, a Notary Public in and for said State, personally appeared RODNEY K. MONTIERTH (also known as Rodney Kent Montierth), known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

Rouena Burnum
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires on 5-20, 1994

249635

ELMORE COUNTY, IDAHO, ss

Request of FIRST AMERICAN

Time 11:45 A.M.
Date September 9, 1988
Book _____ of _____
Page _____

RAMONA YRAZABAL

By Merla R. Becker
Deputy

Fee \$ 72.00

Ada County, Idaho, ss
Request of

FIRST AMERICAN TITLE CO.

TIME 9:50 A.M.

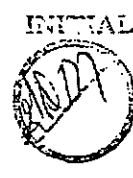
DATE 9-8-88

JOHN BASTIDA

RECORDER

By Arjatas
Deputy

72.00



8844176

I hereby certify this to be a true and
exact copy of the original.
FIRST AMERICAN TITLE CO.

SPECIAL WARRANTY DEED

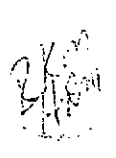
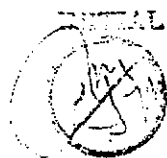
By J. Foster

KNOW ALL PERSONS BY THESE PRESENTS:

That CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a corporation organized under the laws of the State of Connecticut and having its home office at Bloomfield, County of Hartford, State of Connecticut, hereinafter referred to as "Grantor," for valuable consideration paid by HERBERT R. MONTIERTH and GOLDA DARLENE MONTIERTH, husband and wife, EDWARD RAY MONTIERTH and SUSAN MONTIERTH, husband and wife, and RODNEY K. MONTIERTH, a single man, all of whose current address is Route 1, Box 156, Kuna, Idaho 83634, does hereby sell, transfer and convey the property situate in the Counties of Elmore and Ada, State of Idaho which is more particularly described on EXHIBIT "A" which is attached hereto and incorporated herein by this reference, as follows:

1. an undivided one-third (1/3) interest unto Herbert R. Montierth and Golda Darlene Montierth, husband and wife; and
2. an undivided one-third (1/3) interest unto Edward Ray Montierth and Susan Montierth, husband and wife, and
3. an undivided one-third (1/3) interest unto Rodney K. Montierth, a single man.

All of whom are hereinafter collectively called the Grantees, and to their heirs, devisees, personal representatives and assigns.



To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

The Grantor hereby covenants with the Grantees that said property is free from all encumbrances made by it and that it will warrant and defend said property against the lawful claims of all persons claiming by, through or under it; Subject to:

1. All terms, provisions, duties and obligations of that certain Mortgage dated August 31, 1988 granted by Herbert R. Montierth (also known as Herb R. Montierth and H.R. Montierth) and Golda Darlene Montierth (also known as Golda D. Montierth and Darlene R. Montierth), husband and wife, Edward Ray Montierth (also known as Ray Montierth) and Susan Montierth, husband and wife, and Rodney K. Montierth (also known as Rodney Kent Montierth), a single man, to Connecticut General Life Insurance Company, a Connecticut corporation, which was recorded on September 9, 1988 as Instrument No. 249635, records of Elmore County, Idaho and also recorded on September 8, 1988 as Instrument No. 98441108, records of Ada County, Idaho; and

2. All easements or other matters of record or appearing from an examination of the property and the rights of all persons in possession, if any.

IN WITNESS WHEREOF, said Grantor has caused these presents to be executed by one of its Assistant Vice President and its corporate seal to be affixed this 30th day of August, 1988.

CONNECTICUT GENERAL LIFE INSURANCE
COMPANY

By Edward Roux
Name: Edward Roux
Title: Assistant Vice President
(a duly authorized officer)

ATTEST:

Betty J. Wells
Assistant Secretary
Betty J. Wells

STATE OF CONNECTICUT)
County of Hartford) ss.

On this 30th day of August, 1988, before me, Mary E. Hanley, a Notary Public in and for said State, personally appeared Edward Roux, known or identified to me to be an Assistant Vice President of CONNECTICUT GENERAL LIFE INSURANCE COMPANY, the corporation that executed the foregoing instrument, or the person who executed said instrument on behalf of said corporation, 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.

Mary E. Hanley
Notary Public for Connecticut
Residing at Simsbury, Connecticut
My commission expires on March 31, 1989

Real Property

Parcel One

All that certain real property situated in the County of Elmore, State of Idaho, to-wit:

FEE LANDS

TOWNSHIP 2 SOUTH, RANGE 4 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO

Tract I:

Section 25: SW $\frac{1}{4}$

Tract II:

Section 36: SE $\frac{1}{4}$, NE $\frac{1}{4}$, NW $\frac{1}{4}$

TOWNSHIP 2 SOUTH, RANGE 5 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO

Tract III:

Section 29: W $\frac{1}{2}$ SW $\frac{1}{4}$, SAVE AND EXCEPT A portion of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty Nine (29) Township Two (2) South, Range Five (5) East Boise Meridian; more particularly described as follows: Commencing at the Southwest corner of said Section 29; thence East 970 feet along the South boundary of Section 29 to the point of beginning; thence continuing East 350 feet along the South boundary of Section 29; thence North 1320 feet along the East boundary of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence West 350 feet along the North boundary of the South $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence South 1320 feet to the Point of Beginning.

AND SAVE AND EXCEPT:

That portion of the above described property deeded to the Mountain Home Highway District, a quasi-municipal corporation, as disclosed in Right-of-Way Deed recorded September 9, 1976, as Instrument No. 170152, and Right-

[Handwritten signatures and stamps]

of-Way Deed recorded August 17, 1982,
as Instrument No. 210057, records of
Elmore County, Idaho.

Tract IV:

Section 30: NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$, Save and Except that
portion of the above described
property deeded to the Mountain Home
Highway District, a quasi-municipal
corporation, as disclosed in Right-of-
Way Deed recorded August 17, 1982, as
Instrument No. 210057, records of
Elmore County, Idaho.

Tract V:

Section 31: NW $\frac{1}{4}$

Real Property

Parcel Two

All that certain real property situated in the County of
Elmore, State of Idaho, to-wit:

FEE LANDS

Tract I:

Township 3 South, Range 5 East, Boise Meridian, Elmore
County, Idaho

Section 6: Lots 1 and 2 SAVE AND EXCEPT that portion
deeded to the Mountain Home Highway District, a
quasi-municipal corporation, by Right of Way Deed
recorded August 17, 1982, as Instrument No. 210057,
records of Elmore County, Idaho; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

Tract II:

TOWNSHIP 3 SOUTH, RANGE 5 EAST, BOISE MERIDIAN, ELMORE
COUNTY, IDAHO

SECTION 6: Lots 1 and 2, SAVE AND EXCEPT that portion
deeded to the MOUNTAIN HOME HIGHWAY DISTRICT, a
quasi-municipal corporation, by Right of Way Deed
recorded August 17, 1982, as Instrument No. 210057,
records of Elmore County, Idaho; SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

TOWNSHIP 3 SOUTH, RANGE 5 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO

SECTION 8: NW¼

TOGETHER WITH the following described road easements:

Road Easement granted to CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut Corporation, its successors and assigns, as disclosed in Instrument recorded May 22, 1978, as Instrument No. 181073, records of Elmore County, Idaho, described as follows:

The South 30 feet of Section 30, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho; AND

The North 30 feet and the West 30 feet of the Northwest Quarter of Section 31, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho; AND

The East 30 feet of Section 36, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho.

AND

Road Easement granted to HERBERT MONTIERTH and DARLENE R. MONTIERTH, and their successors in interest and assigns, as disclosed in Instrument recorded May 22, 1978, as Instrument No. 181074, records of Elmore County, Idaho, described as follows:

The South 30 feet and the West 30 feet of the South Half and the North 30 feet of the Northeast Quarter of Section 31, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

AND

Road Easement granted to HERBERT MONTIERTH and DARLENE R. MONTIERTH, and their successors in interest and assigns, as disclosed in Instrument recorded May 22, 1978, as Instrument No. 181075, records of Elmore County, Idaho, described as follows:

The West 30 feet of the Northeast Quarter and the West 30 feet of the Northwest Quarter of the Southeast Quarter of Section 6, Township 3 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

AND

Road Easement granted to HERBERT MONTIERTH and DARLENE R. MONTIERTH, and their successors in interest

and assigns, as disclosed in Instrument recorded May 22, 1978, as Instrument No. 181076, records of Elmore County, Idaho, described as follows:

The North 30 feet and the East 30 feet of the Northwest Quarter of Section 6, Township 3 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

AND

Road Easement granted to HERBERT MONTIERTH and DARLENE R. MONTIERTH, and their successors in interest and assigns, as disclosed in Instrument recorded May 22, 1978, as Instrument No. 181077, records of Elmore County, Idaho, described as follows:

The East 30 feet of the Southwest Quarter of Section 6, Township 3 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

Tract III:

(Application for BLM Road Right-Of-Way Case No. I-14495 for a road located in the W $\frac{1}{2}$ W $\frac{1}{2}$ of Section 5, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, and N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 7, all in Township 3 South, Range 5 East, Boise Meridian more particularly described as follows:

Segment 1: The West 25 feet of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5, T 3 S, R 5 E, B.M.

Segment 2: A right-of-way 50 feet wide lying 25 feet on either side of the following described centerline:

Commencing at the SW corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5, T 3 S, R 5 E, B.M. thence South 3,910.98 feet, more or less, along the West section line of said Section 5, to a point being the section corner common to Sections 5, 6, 7 and 8, Township 3 South, Range 5 East, Boise Meridian; thence West 2,672.56 feet, more or less, along the south section line of said Section 6 to the south quarter corner thereof, being the terminus of Segment 2.

Tract IV:

(BLM right-of-way, Serial No. I-12989, 20 feet in width for a buried irrigation pipeline as granted by Decision-Right-of-Way Granted

dated April 11, 1977, as amended June 27, 1978, located in SE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, in the SW corner of Section 5 and in the NE corner of Section 7, all in Township 3 South, Range 5 East, Boise Meridian, the centerline of which runs between the SW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 6 and the SE corner of said Section 6, the sidelines of which are described as follows:

The Northeasterly side line thereof commences at a point on the West line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, N 0°05'30" West a distance 14.0 feet, more or less, from the SW corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 6, thence South 45°40'46" East 1911.0 feet more or less, to a point on the North section line of Section 8, Township 3 South, Range 5 East, B.M., South 88°51' East, a distance of 14.62 feet, more or less, from the NW corner of said Section 8, all in Township 3 South, Range 5 East, Boise Meridian;

The Southwesterly side line thereof is parallel with and 20 feet southwesterly of said northeasterly side line, and commences on the South line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 6, North 89°51'30" West a distance of 14.35 feet, more or less, from the SE corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 6, thence South 45°40'46" East a distance of 1,910.62 feet, more or less, to a point on the West Section line of said Section 8, South 0°17'30" West a distance of 13.90 feet, more or less, from the NW corner of said Section 8, all in Township 3 South, Range 5 East, B.M.)

Parcel Three

All that certain real property situated in the Counties of Ada and Elmore, State of Idaho, to-wit:

FEE LAND

The South half of the Northwest quarter and the East half of Section 20, Township 2 South, Range 4 East, Boise Meridian, Ada County, Idaho.

Easement and Right-of-Way

Road Easement granted by Big D Ranch, Inc. to Herbert R. Montierth, dated February 27, 1980, over and across the following described real property:

The North 25 feet of the NE $\frac{1}{4}$ of Section 28,
Township 2 South, Range 4 East, Boise Meridian, Ada
County, Idaho.

Easement and Right-of-Way

Easement and Right-of-Way over and across the following
described land in Ada County, Idaho:

BLM right-of-way Serial No. I-16039 for a road located
in Sections 22 and 27 of Township 2 South, Range 4 East,
B.M., Elmore County, Idaho and Sections 21 and 28 of
Township 2 South, Range 4 East, B.M., Ada County, Idaho,
more particularly described as follows:

The first segment of this road right-of-way is 50
feet in width lying 25 feet on either side of the
following described centerline:

Commencing at the corner common to Sections 22, 23,
26 and 27 of Township 2 South, Range 4 East, B.M.,
Elmore County, Idaho which is the real point of
beginning of Right-Of-Way I-16039 and the first
segment of said right-of-way; thence South 89°58' W
a distance of 2,639.67 feet, more or less, to a
point on the section line common to Sections 22 and
27, Township 2 South, Range 4 East, B.M., Elmore
County, Idaho, and the terminus of the first
segment of this right-of-way; and

The second segment of this road right-of-way is 25
feet in width running along the North Boundary of
the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 27, Township 2 South, Range 4
East, B.M., Elmore County, Idaho; and

The third segment of this road right-of-way is 50
feet in width lying 25 feet on either side of the
following described centerline:

Commencing at the point on the section line common
to the SE corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21,
Township 2 South, Range 4 East, B.M., Ada County,
Idaho and the NE corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28,
Township 2 South, Range 4 East, B.M., Ada County,
Idaho; thence South 89°50'06" W 2,641.65 feet, more
or less, to a point on the section line common to
Sections 20, 21, 28 and 29 of Township 2 South,
Range 4 East, B.M., Ada County, Idaho and the
terminus of this third segment and the terminus of
Right-of-Way I-16039.

Together with all and singular the buildings, structures, fences, pipes, pipelines, tanks, dams, reservoirs, pumps, pumping equipment and all other improvements and fixtures now or hereafter on or in the above described property, and any and all water and water rights (including but not limited to those water and water rights appurtenant to said property, or any of them, covered or evidenced by Water Permits Nos. 61-7195, 61-7210, 61-7265, 61-7274 and 61-7298, ditches and ditch rights, flumes, aqueducts, canals, appropriations, franchises, and all other rights and privileges belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the said property, or any part thereof, whether or not hereinabove expressly mentioned or described, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

Personal Property

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SERIAL NO./</u> <u>ID. NO.</u>
<u>Well No. 1:</u>		
One	300 h.p. Westinghouse electric motor with pump (no name)	7604
<u>Well No. 2:</u>		
One	400 h.p. General Electric motor with attached Wel-Line pump	CNJ30212 45718
<u>Booster 1:</u>		
One	125 h.p. U.S. Electric motor with attached Layne pump	R-9982-00-807 R2097165 45716
<u>Booster 2:</u>		
One	125 h.p. U.S. Electric motor with attached Layne pump	R-9982-00-807 R2097180 45714
<u>Booster 3:</u>		
One	125 h.p. U.S. Electric Motor with attached Layne pump	FBJ608149 45715
<u>Well No. 3:</u>		
One	400 h.p. General Electric motor with attached Layne pump	FMJ616030 45929
<u>Booster No. 1:</u>		
One	250 h.p. General Electric motor with attached Wel-Line pump	JMJ915113 VTP-46193
<u>Field Booster</u>		
One	100 h.p. Marion motor with attached Aurora pump	96616-2/21-1 77-14431-5

Personal Property

One	200 h.p. General Electric motor with attached Verti-Line pump	BSJ227127 37970677
Two	10-tower Olson 1/4 mile center pivots, Model No. 102	4783 and 4784
1,880 ft.	12-inch 125# P.V.C. buried pipe	
1,320 ft.	10-inch 125# P.V.C. buried pipe	
2,640 ft.	8-inch 125# P.V.C. buried pipe	
2,640 ft.	above-ground steel mainline with risers (10-inch and 8-inch)	
4,400 ft.	12-inch buried wrapped steel mainline	
6,580 ft.	10-inch buried wrapped steel mainline	
7,920 ft.	16-inch buried steel mainline	
3,960 ft.	14-inch buried steel mainline	
2,640 ft.	12-inch buried steel mainline	
10,560 ft.	10-inch buried steel mainline	

Together with any and all allied equipment, by way of example, but not limited to: Electrical panels, control boxes, wiring, pipes, valves, elbows, couplers, flanges, reducers, plugs, risers and sprinklers.

Grantor's rights in Water Agreement with Elwood D. Wing and Naomi M. Wing, husband and wife, dated April 11, 1978, recorded May 31, 1978 as Instrument No. 181305, records of Elmore County, Idaho, as amended, including an undivided one-half (1/2) interest in the "East Well" referred to therein and in the pumps, motors, pipelines and related equipment located or to be located thereat or leading therefrom (including additions and replacements) in NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 6, Township 3 South, Range 5 East, Boise Meridian, Elmore County, Idaho including but not limited to the following described equipment:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SERIAL NO.</u>
One	400 h.p. General Electric motor with attached pump (no name)	GMJ915015

Two

200 h.p. General Electric
motors
with attached Layne and
Bowler pumps
and panels

GMJ728116
GMJ728117

45930, 45932

Together with any and all allied equipment, by way of example,
but not limited to: electrical panels, control boxes, wiring,
pipes, valves, elbows, couplers, flanges, reducers, plugs, risers
and sprinklers.

249636

ELMORE COUNTY, IDAHO, ss

Request of FIRST AMERICAN

Time 11:51 A.M.

Date September 9, 1988

Book of

Page

RAMONA BRYAN ZABAL

By Marta L. Becken

Deputy

Fee \$ 39.00

Ada County, Idaho, ss

Request of
FIRST AMERICAN TILE CO.

TIME 9:50 A.M.

DATE 9-8-88

JOHN BASTIDA

RECORDER

[Signature]

3900 Deputy

Western Mortgage & Realty Company

*2211 West Court, Suite D, P.O. Box 3110, Pasco, Washington 99302-3110
Phone (800) 897-2726 Fax (509) 545-4545*

April 19, 1999

RECEIVED
APR 23 1999
WATER RESOURCES
WESTERN REGION

Ms. Sue Bock
State of Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705

**RE: State of Idaho Water Right Nos. 61-07195A, 61-07159B, 61-07210, 61-07265,
61-07274, 61-07298 and 61-07306B - Connecticut General Life Insurance Company/
Herbert Montierth et al**

Dear Ms. Bock:

For reference purposes, please find enclosed herewith copies of the following documents and/or correspondence:

1. Mortgage dated August 31, 1988 granted by Herb R. Montierth et al to Connecticut General Life Insurance Company secured by certain real property located in Elmore and Ada County, Idaho.
2. Assignment of Mortgage in connection therewith from Connecticut General Life Insurance Company to Western Mortgage & Realty Company dated October 28, 1996.
3. Satisfaction of Mortgage documents (2) executed by Western Mortgage & Realty Company.
4. Copy of correspondence from Connecticut General Life Insurance Company dated February 25, 1999 advising that they no longer have any security interest in the above described Water Rights.
5. Special Warranty Deed from Connecticut General Life Insurance Company to Herbert R. Montierth et al.

The above water rights were originally pledged to Connecticut General for security purposes in connection with a mortgage loan granted by Connecticut General to the Montierth's when the Montierth's repurchased the real property from Connecticut General. The beneficial interest in connection therewith was subsequently assigned to Western Mortgage. Said mortgage and the related promissory note have been fully satisfied and therefore, Connecticut General and Western Mortgage claim no further interest in and to these water rights.

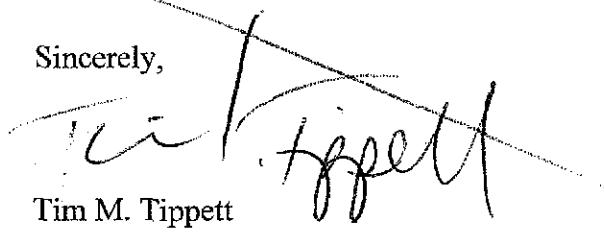
Page 2

State of Idaho Water Dept.

April 19, 1999

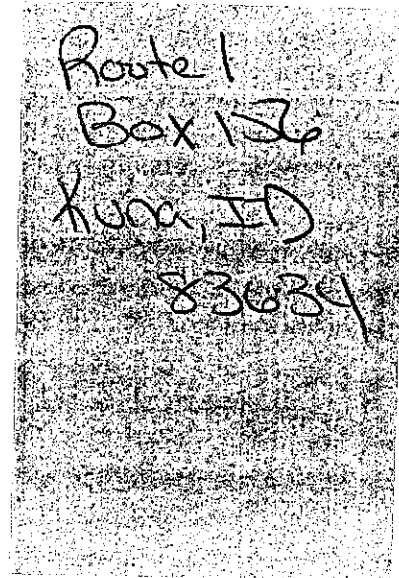
Please transfer the above water rights to Mr. Herbert R. Montierth and Golda Darlene Montierth, husband and wife, Edward Ray Montierth and Susan Montierth, husband and wife, and Rodney K. Montierth, a single man. If you should have any questions with this request, please advise at your earliest convenience.

Sincerely,


Tim M. Tippet

Enclosures

montierth.ltr



Mary E. Hanley
Loan Compliance
Real Estate Investment Services



**CIGNA Investment
Management**

February 25, 1999

Routing S-319
900 Cottage Grove Road
Hartford CT 06152-2319
Telephone 860-726-3875
Facsimile 860-726-6328
mary.hanley@cigna.com

Karl J. Dreher, Director
State of Idaho Department of Water Resources
1301 North Orchard Street
Boise, Idaho 83720-0098

Via Facsimile 208.327.7866

RE: CONNECTICUT GENERAL LIFE INSURANCE COMPANY
(Formerly Montierth No. 8801080)
Water Rights in Reporting Area 6, Basin 61
Snake River Basin Adjudication (SRBA)

Dear Mr. Dreher,

We are in receipt of your correspondence dated February 12, 1999. Please be advised that Connecticut General Life Insurance Company no longer has any security interest in the water rights as follows:

61-07195A 61-07195B 61-07210✓ 61-07265✓
61-07274✓ 61-07298✓ 61-07306B✓

Please adjust your records accordingly. Thank you.

Sincerely,

Mary E. Hanley

C: Tim Tippet @
Western Management & Realty Company

Loan No. 8801080

ASSIGNMENT OF MORTGAGE
AND OTHER LOAN DOCUMENTS

FOR VALUE RECEIVED AND WITHOUT REPRESENTATION, WARRANTY OR RECOURSE, the undersigned hereby assigns, conveys and transfers to WESTERN MORTGAGE AND REALTY COMPANY, a Washington Corporation, whose address is 2211 West Court Street, Suite D., Pasco, WA 99301, its successors and assigns, all right, title and interest in, to and under the following described Mortgage (the "Mortgage"), the Promissory Note therein described or referred to therein, (the "Note"), the money thereon to become due with interest, all rights accrued or to accrue under said Mortgage and all other loan documents and security instruments collateral to said Mortgage or given in connection therewith or the Note secured thereby, all as may have been previously modified. Such Mortgage is from HERBERT R. MONTIERTH and GOLDA DARLENE MONTIERTH, husband and wife; and EDWARD RAY MONTIERTH and SUSAN MONTIERTH, husband and wife, and RODNEY K. MONTIERTH, a single man, in favor of CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut corporation, dated August 31, 1988, and recorded on September 9, 1988, in the office of the Recorder for **ELMORE** County, IDAHO as Document/Instrument No. 249635; and recorded September 8, 1988 in the office of the Recorder for **ADA** County, IDAHO as Document/Instrument No. 8844168, securing an original indebtedness of Four Hundred and Ninety Thousand and 00/100 Dollars (\$490,000.00), which encumbers the real property more particularly described in such Mortgage.

IN WITNESS WHEREOF, the undersigned, as the Grantee named in said Mortgage, has caused this Assignment to be executed this 28TH day of October, 1996.

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

By: Alpha O. Nicholson, III
Alpha O. Nicholson, III, Vice President

Attest:

Mary E. Hanley
Mary E. Hanley, Assistant Secretary

STATE OF CONNECTICUT

ss. Bloomfield

COUNTY OF HARTFORD

On this 28TH day of October, 1996, before me appeared A. O. Nicholson, III, to me personally known, who, being by me duly sworn, did say that he is Vice President of Connecticut General Life Insurance Company, a Connecticut Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation with due authorization, and that he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year last above written.

SUSAN M. GINSBERG
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 30, 1997

Susan M. Ginsberg

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 61-12010
Date Received: 1/14/1992
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

CORP PRES BISHOP LDS CHURCH Phone: (801)240-4074
NATURAL RESOURCE SERVICES
50 E NORTH TEMPLE ST FL 12
SALT LAKE CITY UT USA 84150-6321

2. Date of Priority: 09/06/1974

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
02S	04E	36	SW	SE		ELMORE	
02S	04E	36	SW	SE		ELMORE	
02S	05E	30	NW	SE		ELMORE	

5. Description of diverting works:

WELLS, PUMPS & SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	10/31	13.38	2680

7. Total Quantity Appropriated is:
13.38 C.F.S. and/or 2680 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
02S	04E	25	NW	SW		IRRIGATION	36
			SE	SW		IRRIGATION	37
			SW	SW		IRRIGATION	36
			NE	SW		IRRIGATION	36
						Section Acres	145
02S	04E	36	NE	NE		IRRIGATION	36
			NW	NE		IRRIGATION	36
			SW	NE		IRRIGATION	37
			SE	NE		IRRIGATION	36
			NE	NW		IRRIGATION	36
			NW	NW		IRRIGATION	36
			SW	NW		IRRIGATION	36
			SE	NW		IRRIGATION	36
			NE	SE		IRRIGATION	36
			SE	SE		IRRIGATION	36
			NW	SE		IRRIGATION	37
			SW	SE		IRRIGATION	36
					Section Acres	434	
02S	05E	29	SW	SW		IRRIGATION	3
			NW	SW		IRRIGATION	3
						Section Acres	6
02S	05E	30	SW	SE		IRRIGATION	36
			SE	SE		IRRIGATION	36
			NE	SW		IRRIGATION	36
			NE	NW		IRRIGATION	37
			NW	SW		IRRIGATION	36
			NW	NW		IRRIGATION	37
			SE	SW		IRRIGATION	36
			SW	NW		IRRIGATION	37
			SE	NW		IRRIGATION	37
			NE	SE		IRRIGATION	36
			NW	SE		IRRIGATION	36
			SW	SW		IRRIGATION	37
					Section Acres	437	
02S	05E	31	NW	NW		IRRIGATION	37
			SW	NW		IRRIGATION	36
			SE	NW		IRRIGATION	36
			NE	NW		IRRIGATION	37

Section Acres	146
Total Acres	1168

11. Place of use in counties: ELMORE

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

This right is a split from former right 61-7195A.

Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

This right is limited to the irrigation of 670 acres within the place of use described above in a single irrigation season.

Rights 61-7210, 61-12010 and 61-12013 when combined shall not exceed a total diversion rate of 17.73 cfs, a total annual maximum diversion volume of 4672 af at the field headgate, and the irrigation of 1168 acres within the place of use described above in a single irrigation season.

The period of use for the irrigation described in this approval may be extended to a beginning date of 3/15 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 10/31 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.

All water rights within Basin 61 are from connected sources of water in the Snake River Basin and shall be administered conjunctively.

15. Basis of Claim: License

WATER RIGHT NO. 61-12010
As Modified by Transfer No. 70097

In accordance with the approval of Transfer No. 70097, Water Right No. 61-12010 is now described as follows.

Right Holder: CORP PRES BISHOP LDS CHURCH
 NATURAL RESOURCE SERVICES
 50 E NORTH TEMPLE ST FL 12
 SALT LAKE CITY UT 84150-6321

Priority Date: September 06, 1974

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01 to	10/31	13.38 CFS	2,680.0 AF
			13.38 CFS	2,680.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	SWSE	Sec. 36 Twp 02S	Rge 04E	ELMORE County
GROUND WATER	SWSE	Sec. 36 Twp 02S	Rge 04E	ELMORE County
GROUND WATER	NWSE	Sec. 30 Twp 02S	Rge 05E	ELMORE County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02S 04E 25									36.0	36.0	36.0	37.0					145.0
02S 04E 36	36.0	36.0	37.0	36.0	36.0	36.0	36.0	36.0					36.0	37.0	36.0	36.0	434.0
02S 05E 29									3.0	3.0							6.0
02S 05E 30					37.0	37.0	37.0	37.0	36.0	36.0	37.0	36.0	36.0	36.0	36.0	36.0	437.0
02S 05E 31					37.0	37.0	36.0	36.0									146.0

Total Acres: 1168

CONDITIONS OF APPROVAL

1. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
2. This right is limited to the irrigation of 670 acres within the place of use described above in a single irrigation season.

WATER RIGHT NO. 61-12010

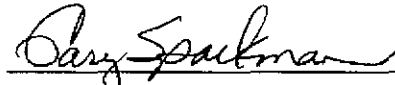
As Modified by Transfer No. 70097

CONDITIONS OF APPROVAL

3. Rights 61-7210, 61-12010 and 61-12013 when combined shall not exceed a total diversion rate of 17.73 cfs, a total annual maximum diversion volume of 4672 af at the field headgate, and the irrigation of 1168 acres within the place of use described above in a single irrigation season.
4. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/15 and an ending date of 11/15 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 4/1 and after 10/31 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
5. All water rights within Basin 61 are from connected sources of water in the Snake River Basin and shall be administered conjunctively.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 5th day of August, 2004



Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 70097

This is to certify that: CORP PRES BISHOP LDS CHURCH
NATURAL RESOURCE SERVICES
50 E NORTH TEMPLE ST FL 12
SALT LAKE CITY UT 84150-6321
(801)240-4074

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Change

Right	Origin/Basis	Priority	Rate	Volume	Acre Limit	Total Acres	Source
61-7195A	AJC/License	09/06/1974	16.78 cfs	3360 af	840.0	1,168.0	GROUND WATER

Associated Water Rights Also Included in Transfer Approval (Conditions updated)

61-7210	WR/Decreed	12/19/1974	6.56 cfs	1312 af	328.0	1,168.0	GROUND WATER
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Purpose of Transfer (Changes Proposed)

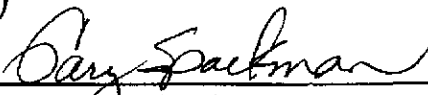
Current Number	Split	POD	POU	Add POD	Period of Use	Nature of Use
61-7195A	YES	YES	YES	NO	NO	NO

Summary of Water Rights After the Approved Change

Existing Right	New No. (changed portion)	Transfer Rate	Transfer Volume	Acre Limit	Total Acres	New No. (remaining portion)	Remaining Rate	Remaining Volume	Remaining Acre Limit	Remaining Total Acres
61-7195A	61-12011	3.4 cfs	680 af	170.0	925.0	61-12010	13.38 cfs	2680 af	670.0	1,168.0
COMBINED										
TOTALS		3.4 cfs	680 af	170	925.0		13.38 cfs	2680 af	670.0	1,168.0

Detailed Water Right Description(s) attached

Dated this 5th day of August, 2004



Chief, Water Allocation Bureau

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

70097
Transfer No.

RECEIVED

JAN 17 2002

**AMENDED APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

**WATER RESOURCES
WESTERN REGION**

Name of Applicant Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints Phone 801-359-1600

Post Office address 139 E. South Temple, Suite 110, Salt Lake City, Utah 84111-1103

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
- Describe the reason for the proposed changes Exchange 3.4 cfs of water from right No. 61-07195A with 2.48 cfs of water from right No. 61-07424. See Narrative, Exhibit A. Exchanged portions represent the quantity of water under each right to irrigate 170 acres per the licensed duties of water (0.02 cfs/acre for right 61-07195A and 0.15 cfs/acre for 61-07424)

B. DESCRIPTION OF RIGHT(S) OR PORTION HEREOF, AFTER THE REQUESTED CHANGE

1.	Right Number	Priority	Amount (cfs / ac-ft)	Nature of Use	Period of Use	
	<u>61-07195D</u>	<u>9/6/1974</u>	<u>3.4 cfs</u>	<u>Irrigation</u>	<u>04/01</u>	<u>to 10/31</u>
						<u>to</u>

2. Total amount of water being transferred 3.4 cubic feet per second and/or 680 acre-feet per annum.

3. Source of water Groundwater tributary to _____

4. Point(s) of Diversion: See Exhibit B, same as right 61-07424.

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

5. Lands irrigated or place of use: See Exhibit B, right 61-7195D will irrigate 170 acres in the 925 acre permissible place of use. Right 61-7195D will replace 170 acres removed from right 61-07424 under the simultaneous transfer.

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE1/4	NW1/4	SE1/4	SW1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	

Total acres

AMENDED

PART 1**6. General Information:**

- a. Description of diversion system For water right 61-07195D, water will be pumped from existing wells, licensed as points of diversion for right 61-07424, through pipelines to sprinklers for irrigation in a 924 acre permissible place of use described for right 61-07424.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
X Yes No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes. See portions of the agreement attached hereto as Exhibit E.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
The 170 acres currently irrigated with right 61-07195D will be irrigated with 3.4 cfs from right 61-07424, which is being transferred simultaneously with this transfer.
- d. Remarks:
See Narrative, Exhibit A.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
 and said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 20____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 61-07195A issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.
2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment C. Check appropriate box below: See Exhibit D.
- ☐ Tax Notice ☒ Warranty Deed ☐ Other _____
3. Source of water Groundwater tributary to _____
4. Date or priority 9/6/1974
5. Water is used for the following purpose:
amount 16.78 cfs for irrigation purposes from 04/01 to 10/31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
6. Total amount of water under right 16.78 cubic feet per second and/or 3360.0 acre-feet per annum
7. Point(s) of Diversion: See Exhibit C.

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

8. Lands irrigated or place of use: See Exhibit C.

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SE1/4	SW1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	

Total acres

9. Describe any other water rights used for the same purpose as described above
- 61-07210

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
No If yes, describe The lands irrigated under this right have been in a set-aside under the Federal Conservation Reserve Program.

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 3.4 cfs / 680 AF for irrigation purposes from 04/01 to 10/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
2. Point(s) of Diversion: See Exhibit C; 3.4 cfs/170 acres will be removed from 61-07195A and will become 61-07195D; unchanged portion of right 61-7195A will become 61-07195C.

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use: See Exhibit C; 3.4 cfs/170 acres will be removed from 61-07195A and will become 61-07195D; unchanged portion of right 61-7195A will become 61-07195C.

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE1/4	NW1/4	SE1/4	SW1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	

Total acres

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount 13.38 cfs / 2676 AF for irrigation purposes from 4/01 to 10/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
2. Point(s) of Diversion: See Exhibit C; 3.4 cfs/170 acres will be removed from 61-07195A and will become 61-07195D; unchanged portion of right 61-7195A will become 61-07195C, points of diversion will remain the same.

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use: See Exhibit C; 3.4 cfs/170 acres will be removed from 61-07195A and will become 61-07195D; unchanged portion of right 61-7195A will become 61-07195C, place of use will remain the same.

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE1/4	NW1/4	SE1/4	SW1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	

Total acres

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

1. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range numbers. See *Exhibit B and maps attached to original application*.

[illegible]

PART 3**B. CHANGES IN NATURE OF USE: N/A**

	<u>New Nature of Use</u>	<u>Amount(cfs / ac-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
1.	_____	_____	_____	_____ to _____
	_____	_____	_____	_____ to _____
2.	Quantity and quality of return flows and location of discharge: _____ _____			
3.	Describe effects on other water uses resulting from the proposed change: _____ _____ _____			

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

See Original Application

(Signature of Applicant)

Subscribed and sworn to before me this _____ day of _____ 1997

(Notary Public)

My commission expires _____

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 5 attachments

Received by SL Date 1/17/02 Protest filed by _____

Prelim. check by SL Fee \$100 *

Received by SL for KG Date 4/14/99 W025064

Published in Mtn Home News Copies of protest forwarded by _____

Pub. dates 8-21 + 28-02 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

rec'd. _____ by _____

Copy of transfer sent to lien holder _____

* fee ok per transfer fee w place upon date of payment for original appl.

EXHIBIT A

NARRATIVE IN SUPPORT OF WATER RIGHT TRANSFER

Water Right Number 61-07195A

Applicant: The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints

OVERVIEW

This transfer application is one of two transfer applications being filed simultaneously as part of an agreement to exchange ownership of portions of two licensed groundwater rights. This exchange agreement also includes a simultaneous application to lease water to the water bank. The exchange of ownership would affect a transfer of the priority dates for 3.4 cfs of water between water right nos. 61-07195A, which is owned by the applicant ("the Church"), and 61-07424, which is owned by Cinder Cone Butte Farm LLC ("Cinder Cone Butte"). Relevant portions of the agreements concerning the ownership exchange are attached as Exhibit E. The higher duty of water for right no. 61-7424 has created an excess of 63 acres in the exchange that Applicant proposes to place in the water bank. The proposed exchange would not increase diversion rates, total irrigated acres, or consumptive use.

The Cinder Cone property to which water right no. 61-07424 is appurtenant is:

SW1/4 Section 16, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho;

The NE1/4 Section 19, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho;

The NE1/4, SE1/4 and SW1/4 of Section 20, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho;

The NW1/4 Section 21, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

Cinder Cone owns this property (the "Cinder Cone Property") and appurtenant water rights by virtue of the warranty deeds, dated April 8, 1997, which are attached to the Cinder Cone transfer application.

The Church's Property, to which water right no. 61-07195A is appurtenant, legally is described as:

The SW1/4 Section 25, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho;

The NW1/4, NE1/4 and SE1/4 of Section 36, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho;

The W1/2 of the SW1/4 of Section 29, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho;

The NW1/4, SW1/4 and SE1/4 of Section 30, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho;

The NW1/4 Section 31, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

The Church owns this property (the "Church Property") by virtue of the warranty deed, dated December 4, 1997 attached to this application.

Cinder Cone and the Church purchased their respective properties from Herbert Ray Montierth, Jr., Edward Ray Montierth and Susan Montierth, husband and wife, and Rodney Kent Montierth and Dollie L. Montierth, husband and wife, (the "Montierths").

THE EXISTING RIGHTS

Right No. 61-07424 has a December 8, 1980 priority date. This right has a permissible place of use ("PPU") of 925 acres, and may be used to irrigate up to 480 acres within the PPU in any single irrigation season. Currently recorded information about right no. 61-07424 includes:

Right No.	Priority	Cfs	Acres	Acre-Feet	PPU	Period of Use
61-07424	12/8/1980	7.00	480	1920.0	925	04/01- 10/31

61-07424 is used in conjunction with rights 61-07306A and 61-07390.

Right no. 61-07195A has a priority date of September 6, 1974. This right has a permissible place of use of 1168 acres, and may be used to irrigate up to 840 acres within the PPU in any single irrigation season. The attached map shows the 1168-acre PPU. Currently recorded information about right no. 61-07195A includes:

<u>Right No.</u>	<u>Priority</u>	<u>Cfs</u>	<u>Acres</u>	<u>Acre-Feet</u>	<u>PPU</u>	<u>Period of Use</u>
61-07195A	9/6/74	16.78	840	3360.0	1168	04/01-10/31

61-07195A is used in conjunction with right 61-07210.

THE PROPOSED TRANSFER

The proposed water right transfer entails the Church transferring 3.4 cfs and 170 acres of right no. 61-07195A and changing the points of diversion and place of use to the Cinder Cone Property. The transferred 3.4 cfs of no. 61-07195A is to be represented as new water right no. 61-07195D, which will have the same points of diversion and place of use as no. 61-07424. The portion of water right no. 61-07195A that is not transferred will be redesignated as 61-07195C, and its points of diversion and place of use will remain the same.

Simultaneously, Cinder Cone propose to transfer 2.48 cfs and 170 acres of right no. 61-07424, changing its points of diversion and place of use to the Church Property; and to place 0.92 cfs and 63 acres of right no. 61-07424 in the water bank. The transferred 2.48 cfs of right no. 61-07424 will be represented by new water right 61-07424B, which will have the same points of diversion and place of use as right no. 61-07195A. The 0.92 cfs of right no. 61-07424 placed in the water bank will be represented by new water right no. 61-07424C. The portion of water right no. 61-07424 that is not transferred or placed in the water bank will be redesignated as 61-07424A, and its points of diversion and place of use will remain the same.

SUMMARY OF PROPOSED CHANGES

The proposed transfers would effect the following changes while maintaining the historical consumptive use and water diversion balance:

The transfer proposed by the Cinder Cone transfer application would split water right no. 61-07424 into water right nos. 61-07424A, 61-07424B, and 61-07424C. The split rights' characteristics would be:

For water right 61-07424A:

1. Reduce the diversion rate by 3.4 cfs, and reduce the acres that may be irrigated under right 61-07424A to 247 acres within the original PPU of 925 acres. The total number acres within the 925-acre permissible place of use that could be irrigated would drop from 904 acres to 841, representing the 0.92 cfs and corresponding 63 acres that will be placed in the water bank.

For Water Right 61-07424B:

1. Relocate points of diversion and place of use for 2.48 cfs of 61-07424 to lands to which transferred portion of right 61-07195A is appurtenant.

For Water Right 61-07424C:

1. Relocate 0.92 cfs and 63 acres of 61-07424 to the water bank.

The transfer proposed by the Church's application would split water right no. 61-07195A into water right 61-07195C and 61-07195D. The split rights' characteristics would be:

For water right no. 61-07195C:

1. Maintain its current characteristics except to reduce the diversion rate by 3.4 cfs.

For water right no. 61-07195D:

1. Relocate points of diversion and place of use for 3.4 cfs and 170 acres to lands to which right no. 61-07424 currently is appurtenant.

2. Maintain the 1168 acres permissible place of use. The 170 acres removed by splitting out 61-07195D will be replaced with 170 acres from the simultaneous transfer of 61-07424B.

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 61-7424

WATER RIGHT NUMBER: 61-7424

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DAVID L PALFREYMAN 5001 FIFESHIRE PLACE NORTH BOISE, ID 83713 (208)323-0726
Current Owner	KATHLEEN S PALFREYMAN 5001 FIFESHIRE PLACE NORTH BOISE, ID 83713 (208)323-0726
Original Owner	RAY MONTIERTH 4301 N DALTON LN BOISE, ID 83709 (208)378-8157
Original Owner	ROD MONTIERTH 4301 N DALTON LN BOISE, ID 83709
Current Owner	CHARLOTTE P CORDDRY 5001 FIFESHIRE PLACE NORTH BOISE, ID 83713 (208)323-0726
Original Owner	HERB R MONTIERTH 4301 N DALTON LN BOISE, ID 83709 (208)378-8157
Current Owner	PAUL I CORDDRY 5001 FIFESHIRE PLACE NORTH BOISE, ID 83713 (208)323-0726

Priority Date: 12/08/1980

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	7.000 CFS	1,920.00 AF
	<u>Total Diversion:</u>	7.000 CFS	1,920.00 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4SE1/4	Sec. 20, Twp 02S, Rge 05E, B.M.
ELMORE County		
GROUND WATER	SE1/4SW1/4	Sec. 20, Twp 02S, Rge 05E, B.M.
ELMORE County		
GROUND WATER	SE1/4SE1/4	Sec. 20, Twp 02S, Rge 05E, B.M.
ELMORE County		
GROUND WATER	SW1/4SW1/4	Sec. 20, Twp 02S, Rge 05E, B.M.
ELMORE County		

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 61-7424

Place of Use
IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02S 05E 16									2.0	18.0	40.0	35.0					95.0
02S 05E 17					10.0			39.0	39.0			39.0					127.0
02S 05E 19	32.0	32.0	32.0	31.0													127.0
02S 05E 20	34.0	34.0	38.0	34.0					37.0	37.0	37.0	40.0	36.0	40.0	40.0	36.0	443.0
02S 05E 21					33.0	33.0	34.0	33.0									133.0

Total Acres: 925

Conditions of Approval:

Remarks:

1. General

Two points of diversion each are located within SESW and SESE, S20, T02S, R05E. Rights 61-07306A and 61-07390 are also diverted through the points of diversion described above.

Right 61-07024 is also diverted through one of the points of diversion in the SESW described above.

This right is limited to the irrigation of 480 acres within the place of use described above in a single irrigation season.

Use of this right with the rights listed below is limited to a total combined annual diversion volume of 3700 af and to the irrigation of a combined total of 925 acres in a single irrigation season. The combined rights include: 61-07306A and 61-07390.

Use of this right with the rights listed below is limited to a total combined diversion rate of 20.68 cfs, a total combined annual diversion volume of 4664.0 af, and to the irrigation of a combined total of 1166 acres in a single irrigation season.

The combined rights include: 61-07204, 61-07306A and 61-07390.

This right when combined with the following rights and all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for the lands above. The combined rights include: 61-07306A and 61-07390.

Comments:

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 61-7424

Dates and Other Information:

Licensed Date: 11/13/1995
Decreed Date:
Water Supply Bank Enrollment Accepted:
Water Supply Bank Enrollment Removed:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number:
Judicial District:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 61-7195A

WATER RIGHT NUMBER: 61-7195A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CONNECTICUT GENERAL LIFE INSURANCE CO C/O CIGNA CORPORATION SOUTH BUILDING S-305 900 COTTAGE GROVE ROAD BLOOMFIELD, CT 06002
Original Owner	HERBERT MONTIERTH 4301 N DALTON LN BOISE, ID 83709 (208)378-8157

Priority Date: 09/06/1974

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	16.780 CFS	3,360.00 AF
	<u>Total Diversion:</u>	16.780 CFS	3,360.00 AF

Location of Point(s) of Diversion

GROUND WATER	NW1/4SE1/4	Sec. 30, Twp 02S, Rge 05E, B.M.
ELMORE County		
GROUND WATER	SW1/4SE1/4	Sec. 36, Twp 02S, Rge 04E, B.M.
ELMORE County		
GROUND WATER	NE1/4SW1/4	Sec. 30, Twp 02S, Rge 05E, B.M.
ELMORE County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02S	04E	25									36.0	36.0	36.0	37.0					145.0
02S	04E	36	36.0	36.0	37.0	36.0	36.0	36.0	36.0	36.0					36.0	37.0	36.0	36.0	434.0
02S	05E	29									3.0	3.0							6.0
02S	05E	30					37.0	37.0	37.0	37.0	36.0	36.0	37.0	36.0	36.0	36.0	36.0	36.0	437.0

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 61-7195A

02S 05E 31	37.0	37.0	36.0	36.0	146.0
------------	------	------	------	------	-------

Total Acres: 1168

Conditions of Approval:

1. R31 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for irrigation of the lands above.

Remarks:

1. General Two points of diversion are located within SWSE, S36, T02S, R04E.
One point of diversion is located on or near line between NWSE and NESW, S30, T02S, R05E. Right 61-07210 is also diverted through the points of diversion in Sections 36 and 30 described above.
Right 61-07204 is also diverted through the point of diversion in Section 30 described above. This right is limited to the irrigation of 840 acres within the place of use described above in a single irrigation season.
Use of this right with the rights listed below is limited to a total combined diversion rate of 23.47 cfs, a total combined annual diversion volume of 5636 af, and to the combined total of 1409 acres in a single irrigation season. The combined rights include: 61-07204 and 61-07210. Rights 61-07195A and 61-07210 when combined shall not exceed a total diversion rate of 18.65 cfs, a total annual diversion volume of 4672.0 af, and the irrigation of 1168 acres.

Comments:

1. BCHAPMAN 7/14/1995 SPLIT RIGHT
Comment: Right 61-07195 was split into Parts A & B at licensing.

Dates and Other Information:

Licensed Date: 11/13/1995
 Decreed Date:
 Water Supply Bank Enrollment Accepted:
 Water Supply Bank Enrollment Removed:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal:
 Owner Name Connector:
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Decree Defendant:
 Decree Plaintiff:
 Civil Case Number:
 Judicial District:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False



PIONEER TITLE COMPANY
OF ADA COUNTY

321 West State Street / Boise, Idaho 83702
(208) 336-6700

858 North Cole Road / Boise, Idaho 83704
(208) 377-2700

305484

ELMORE COUNTY, IDAHO ss
Request of

FIRST AMERICAN

Time 4:32 PM
Date November 17, 1997
Book Page

DOLORES JOHNSON

Recorder

By Deputy

Fee \$33.00

PA-7140

P-162209 XC

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED

HERBERT R. MONTIERTH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND HERBERT R. MONTIERTH AS PERSONAL REPRESENTATIVE OF THE ESTATE OF GOLDA DARLENE MONTIERTH DECEASED AS TO AN UNDIVIDED 33.33 % INTEREST, EDWARD RAY MONTIERTH AND SUSAN MONTIERTH, HUSBAND AND WIFE AS TO AN UNDIVIDED 33.33% INTEREST, RODNEY KENT MONTIERTH AND DOLLIE L. MONTIERTH, HUSBAND AND WIFE AS TO AN UNDIVIDED 11.88% INTEREST, KIM IVAN MILLER AND SHERIL DARLENE MILLER AS TO AN UNDIVIDED 2.54% INTEREST, RALPH WORLEY GEDDES AND RHONDA KAY GEDDES, HUSBAND AND WIFE AS TO AN UNDIVIDED 2.54% INTEREST AND ALAN WYCHOLLS AND MARGO LYNN WYCHOLLS, HUSBAND AND WIFE AS TO AN UNDIVIDED 2.54% INTEREST IN & TO PARCELS I, II, III, IV, V, AND SECTION 8, PARCEL VI, AND EDWARD RAY MONTIERTH AND SUSAN MONTIERTH AS TO A 100% INTEREST IN AND TO SECTION 6, PARCEL VI.

GRANTORS, DO HEREBY GRANT, BARGIN, SELL AND CONVEY UNTO

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION

THE GRANTEE, WHOSE CURRENT ADDRESS IS: 139 EAST SOUTH TEMPLE, SUITE 110,
SALT LAKE CITY, UTAH

THE FOLLOWING DESCRIBED REAL PROPERTY IN ELMORE COUNTY, STATE OF IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

SEE ATTACHED LEGAL DESCRIPTION CONTAINING 3 PAGES AND MADE A PART HEREOF - --

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s) and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: DECEMBER 4, 1997

SEE ATTACHED SIGNATURE PAGE

STATE OF _____ County of _____ ss.

On this _____ day of _____ in the year of _____ before _____ a Notary Public, personally appeared _____

SEE ATTACHED

known or identified to me to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged to me that _____ he _____ executed the same.

Notary Public: _____

Residing at: _____

My Commission Expires: _____

#162209 SIGNATURE PAGE

Herbert R. Montierth
HERBERT R. MONTIERTH

Herbert R. Montierth
HERBERT R. MONTIERTH AS PER SONAL REPRESENTATIVE OF THE ESTATE OF
GOLDA DARLENE MONTIERTH DECEASED

Edward Ray Montierth
EDWARD RAY MONTIERTH

Susan Montierth
SUSAN MONTIERTH

Rodney Kent Montierth
RODNEY KENT MONTIERTH

Dollie L. Montierth
DOLLIE L. MONTIERTH

KIM EVAN MILLER

SHERYL DARLENE MILLER

RALPH WORLEY GEDDES

RHONDA KAY GEDDES

Alan Nicholls
ALAN NICHOLLS

Margo Lynn Nicholls
MARGO LYNN NICHOLLS

RE-RECORDED

306122

ELMORE COUNTY, IDAHO as
Request of

FIRST AMERICAN

Time 11:39 AM
Date February 17, 1998
Book Pages
DOLores ROBINSON
Recorder
By Deputy
Fee \$35.00

#161206 SIGNATURE PAGE

HERBERT R. MONTIERTH

HERBERT R. MONTIERTH AS PERSONAL REPRESENTATIVE OF THE ESTATE OF
GOLDA DARLENE MONTIERTH DECEASED

EDWARD RAY MONTIERTH

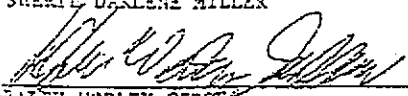
SUSAN MONTIERTH

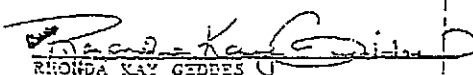
EDDNEY KENT MONTIERTH

DOLLIE L. MONTIERTH

KIM IVAN MILLER

SHERYL DARLENE MILLER


RALPH WORLEY GEDDES


RHONDA KAY GEDDES

ALAN NICHOLLS

MARGO LYNN NICHOLLS

#161209 SIGNATURE PAGE

HERBERT R. MONTIERTH

HERBERT R. MONTIERTH AS PER SONAL REPRESENTATIVE OF THE ESTATE OF
COLDA DARLENE MONTIERTH DECEASED

EDWARD RAY MONTIERTH

SUSAN MONTIERTH

RODNEY KENT MONTIERTH

DOLLIE L. MONTIERTH

Kim L. Miller
KIM IVAN MILLER

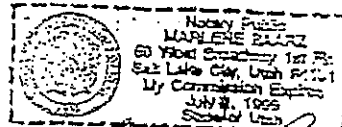
Sheryl Darlene Miller
SHERYL DARLENE MILLER

RALPH WOPLEY GEDDES

RHONDA KAY GEDDES

ALAN NICHOLLS

MARGO LYNN NICHOLLS

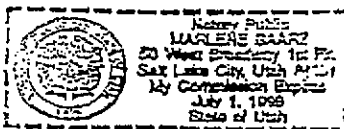


Marlene Evans

ACKNOWLEDGMENT - Individual

STATE OF Utah County of Salt Lake ss.

On this 8th day of December, in the year of 1997, before me
~~MARLENE BAARZ~~ notary public
 personally appeared RIM IVAN MILLER
 known or identified to me to be the person whose name subscribed
 to the within instrument, and acknowledged to me that he executed the same.

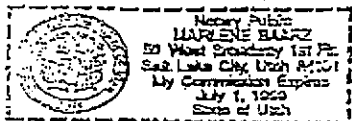


Notary Public: Marlene Baarz
 Residing at: Sandy Utah
 My Commission Expires: 7-1-99

ACKNOWLEDGMENT - Individual

STATE OF Utah County of Salt Lake ss.

On this 8th day of December, in the year of 1997, before me
~~MARLENE BAARZ~~ notary public
 personally appeared SHERYL DARLENE MILLER
 known or identified to me to be the person whose name subscribed
 to the within instrument, and acknowledged to me that he executed the same.



Notary Public: Marlene Baarz
 Residing at: Sandy Utah
 My Commission Expires: 7-1-99

ACKNOWLEDGMENT - Individual

STATE OF South Carolina County of Horry, ss.

On this 8th day of December, in the year of 1997, before me
personally appeared Ralph Winston Caddis, notary public
known or identified to me to be the person whose name is
to the within instrument, and acknowledged to me that he executed the same.

Notary Public: James O. Conway

Residing at: Myrtle Beach SC.

My Commission Expires: 19 July 2006

ACKNOWLEDGMENT - Individual

STATE OF South Carolina County of Horry, ss.

On this 8th day of December, in the year of 1997, before me
personally appeared Ronald E. Ray Caddis, notary public
known or identified to me to be the person whose name is
to the within instrument, and acknowledged to me that he executed the same.

Notary Public: James O. Conway

Residing at: Myrtle Beach SC.

My Commission Expires: 19 July 2006

ACKNOWLEDGMENT - Fiduciary/Official

STATE OF ID, County of ADA, ss.

On this 10th day of December, in the year of 1997, before me
Kathy Coontz, a notary public

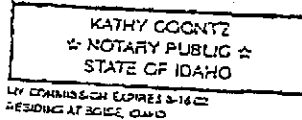
personally appeared Robert E. Coontz
known or identified to me to be the person whose name is subscribed to the within instrument as
Robert E. Coontz and acknowledged to me that he executed the same as such

Robert E. Coontz
(Trustee, Sheriff, etc.)

Notary Public: Kathy Coontz

Residing at: Boise

My Commission Expires: 8-15-2002



ACKNOWLEDGMENT - Individual

STATE OF ID, County of ADA, ss.

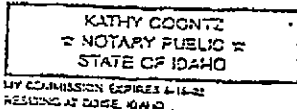
On this 10th day of December, in the year of 1997, before me
Kathy Coontz, notary public

personally appeared Robert E. Coontz
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.

Notary Public: Kathy Coontz

Residing at: Boise

My Commission Expires: 8-15-2002



ACKNOWLEDGMENT - Individual

STATE OF ID, County of ADA, ss.

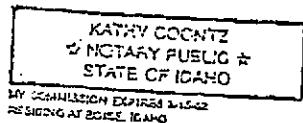
On this 10th day of December, in the year of 1997, before me
Kathy Coontz, notary public

personally appeared Robert E. Coontz
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.

Notary Public: Kathy Coontz

Residing at: Boise

My Commission Expires: 8-15-2002



ACKNOWLEDGMENT - Individual

STATE OF ID, County of ADA, ss.

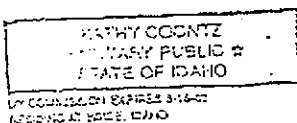
On this 10th day of December, in the year of 1997, before me
Kathy Coontz, notary public

personally appeared Robert E. Coontz
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.

Notary Public: Kathy Coontz

Residing at: Boise

My Commission Expires: 8-15-2002



ACKNOWLEDGMENT - Individual

STATE OF ID County of ADA, ss.

On this 16th day of December in the year of 1997, before me
~~notary public~~
 personally appeared Barney Christensen
 known or identified to me to be the person whose name was subscribed
 to the within instrument, and acknowledged to me that he executed the same.

KATHY GOENTZ
 * NOTARY PUBLIC *
 STATE OF IDAHO

Notary Public: Kathy GoentzResiding at: BoiseMy Commission Expires: 8-15-2002

ACKNOWLEDGMENT - Individual

STATE OF ID County of ADA, ss.

On this 16th day of December in the year of 1997, before me
~~notary public~~
 personally appeared Wesley Christensen
 known or identified to me to be the person whose name was subscribed
 to the within instrument, and acknowledged to me that he executed the same.

Notary Public: Kathy GoentzResiding at: BoiseMy Commission Expires: 8-15-2002

ACKNOWLEDGMENT - Individual

STATE OF ID County of ADA, ss.

On this 16th day of Jan in the year of 1998, before me
~~notary public~~
 personally appeared Wesley Christensen
 known or identified to me to be the person whose name was subscribed
 to the within instrument, and acknowledged to me that he executed the same.

Notary Public: Kathy GoentzResiding at: BoiseMy Commission Expires: 8-15-2002

ACKNOWLEDGMENT - Individual

STATE OF ID County of ADA, ss.

On this 9th day of Jan in the year of 1998, before me
~~notary public~~
 personally appeared Wesley Christensen
 known or identified to me to be the person whose name was subscribed
 to the within instrument, and acknowledged to me that he executed the same.

Notary Public: Kathy GoentzResiding at: BoiseMy Commission Expires: 8-15-2002

KATHY GOENTZ
 * NOTARY PUBLIC *
 STATE OF IDAHO

MY COMMISSION EXPIRES 8-15-02
 RESIDING AT BOISE, IDAHO

Exhibit "B"

PARCEL I:

TOWNSHIP 2 SOUTH, RANGE 4 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO
SECTION 25: SW¼

PARCEL II:

TOWNSHIP 2 SOUTH, RANGE 4 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO
SECTION 36: SE¼, NE¼, NW¼

PARCEL III:

TOWNSHIP 2 SOUTH, RANGE 5 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO
SECTION 29: W¼SW¼, SAVE AND EXCEPT

A portion of the Southwest Quarter of the Southwest Quarter of Section Twenty-nine, Township Two South, Range Five East, Boise Meridian, more particularly described as follows: Commencing at the Southwest corner of said Section 29; thence East 370 feet along the South boundary of Section 29 to the Point of Beginning; thence continuing East 350 feet along the South boundary of Section 29; thence North 1320 feet along the East boundary of the SW¼SW¼; thence West 350 feet along the North boundary of the SW¼SW¼; thence South 1320 feet to the Point of Beginning.

AND SAVE AND EXCEPT:

That portion of the above described property deeded to the MOUNTAIN HOME HIGHWAY DISTRICT, a quasi-municipal corporation, as disclosed in Right-of-Way Deed recorded September 9, 1976, as Instrument No. 170152, and in Right-of-Way Deed recorded August 17, 1982, as Instrument No. 210057, records of Elmore County, Idaho.

PARCEL IV:

TOWNSHIP 2 SOUTH, RANGE 5 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO
SECTION 30: NW¼, SW¼, SE¼

SAVE AND EXCEPT that portion of the above described property deeded to the MOUNTAIN HOME HIGHWAY DISTRICT, a quasi municipal corporation, as disclosed in Right-of-Way Deed recorded August 17, 1982, as Instrument No. 210057, records of Elmore County, Idaho.

CONTINUED

EXHIBIT "B" CONTINUED

PARCEL V:

TOWNSHIP 2 SOUTH, RANGE 5 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO

SECTION 31: NW¼

PARCEL VI:

TOWNSHIP 3 SOUTH, RANGE 5 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO

SECTION 6: Lots 1 and 2, SW¼NE¼, and NW¼SE¼ SAVE AND EXCEPT that portion deeded to the MOUNTAIN HOME HIGHWAY DISTRICT, a quasi-municipal corporation, by Right of Way Deed recorded August 17, 1982, as Instrument No. 210057, records of Elmore County, Idaho; SW¼NE¼ W¼SE¼

TOWNSHIP 3 SOUTH, RANGE 5 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO

SECTION 3: NW¼

TOGETHER with the following described road easements:

Road Easement granted to CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut corporation, its successors and assigns, as disclosed in Instrument recorded May 22, 1978, as Instrument No. 181073, records of Elmore County, Idaho, described as follows:

The South 30 feet of Section 30, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho; AND

The North 30 feet and the West 30 feet of the Northwest Quarter of Section 31, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho; AND

The East 30 feet of Section 36, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho.

AND

Road Easement granted to HERBERT MONTIERTH and DARLENE R. MONTIERTH, and their successors in interest and assigns, as disclosed in Instrument recorded May 22, 1978, as Instrument No. 181074, records of Elmore County, Idaho, described as follows:

The South 30 feet and the West 30 feet of the South Half and the North 30 feet of the Northeast Quarter of Section 31, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

AND

Road Easement granted to HERBERT MONTIERTH and DARLENE R. MONTIERTH, and their successors in interest and assigns, as disclosed in Instrument recorded May 22, 1978, as Instrument No. 181075, records of Elmore County, Idaho, described as follows:

CONTINUED

EXHIBIT "2" CONTINUED

The West 30 feet of the Northeast Quarter and the West 30 feet of the Northwest Quarter of the Southeast Quarter of Section 6, Township 3 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

AND

Road Easement granted to HERBERT MONTIERTH and DARLENE R. MONTIERTH, and their successors in interest and assigns, as disclosed in instrument recorded May 22, 1978, as Instrument No. 181076, records of Elmore County, Idaho, described as follows:

The North 30 feet and the East 30 feet of the Northwest Quarter of Section 6, Township 3 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

AND

Road Easement granted to HERBERT MONTIERTH and DARLENE R. MONTIERTH, and their successors in interest and assigns, as disclosed in instrument recorded May 22, 1978, as Instrument No. 181077, records of Elmore County, Idaho, described as follows:

The East 30 feet of the Southwest Quarter of Section 6, Township 3 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF WATER RIGHT EXCHANGE OBLIGATION

This Agreement for Assignment and Assumption of Water Right Exchange Obligation ("Assignment and Assumption") dated ~~November~~ 12-10 1997 is between Herbert Ray Montierth, Jr., Edward Ray Montierth and Susan Montierth, husband and wife, and Rodney Kent Montierth and Dollie L. Montierth, husband and wife,** ("Sellers") and Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation ("Buyer").

WHEREAS, Sellers and Buyer have entered into an Agreement for the sale and purchase of certain lands in Elmore County, Idaho (the "Property"); and

WHEREAS, pursuant to that certain Amended and Restated Option to Purchase Real Property ("Restated Option") dated effective January 22, 1997, between Sellers and Paul I. Corddry and Charlotte P. Corddry, as Trustees of the Paul I. Corddry and the Charlotte P. Corddry Living Trusts dated May 19, 1993 and David L. Palfreyman and Kathleen S. Palfreyman, husband and wife, (collectively "Corddry"), Sellers and Corddry agreed to exchange portions of certain water rights held by them respectively, including a portion of water right no. 61-07195A, which is appurtenant to the Property (the "Exchange");

WHEREAS, the terms of, and obligations to effect, the Exchange are effective through January 22, 1999; and

WHEREAS, the terms of the Exchange are stated in section 12.18 of the Restated Option as follows:

12.18 The parties collectively have petitioned the Department for reconsideration of water right license nos. 61-07210 and 61-07195A, seeking an additional 5.78 cfs of water for certain property of Seller not included in this Agreement, but included in the First Option (the "System 2B Property"). Upon the Department's approval of said petition, or authorizing a greater diversion than is presently allowed under either 61-07210 or 61-07195A, Seller and Buyers shall exchange water right nos. 61-07195A and 61-07424 as follows. Buyers agree to prepare and file on behalf of the parties the appropriate transfer applications to accomplish the following: The amount of water to be transferred will be measured by the amount of additional water approved by the Department under the above-referenced petition, less 2.38 cfs of water ("Transfer Amount"). The Transfer Amount of water right no. 61-

** SHERYL DARLENE MILLER & KIM IVAN MILLER, HUSBAND AND WIFE, RHONDA KAY GEDDES & RALPH WORLEY GEDDES, HUSBAND AND WIFE AND MARCO LYNN NICHOLLS & ALAN NICHOLLS, HUSBAND AND WIFE

SUBSCRIBED AND SWORN to before me this 12th day of December, 1997, in the County of Elmore, State of Idaho.

AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF WATER RIGHT EXCHANGE OBLIGATION I hereby certify that this instrument is a true and correct copy of the original now on file and recorded in this office.

Dated: 12/10/97

12/10/97
Notary Public for the State of Idaho

07195A and its point of diversion shall be transferred by Seller to and for use on the Property; and the Transfer Amount of water right no. 61-07424 and its point of diversion shall be transferred by Buyers to and for use on the lands to which 61-07195A was appurtenant prior to its transfer. The parties intend that the water rights transferred will carry their respective priority dates with them as transferred. Upon the Department's approval of said transfers, the parties shall execute all documents necessary to convey ownership of the water rights as transferred and shall assign to one another their rights and interests in the respective portions of the water right licenses that have been transferred. The parties agree that at Closing, they will execute an agreement, to be recorded against the properties on which the rights subject to transfer are appurtenant, which will set forth the parties agreement with respect to the water rights exchange described in this Section 12.18. Said agreement shall set forth that Both parties agree that neither will initiate any administrative, legal or other action against the other which would curtail the other's use of the water rights appurtenant to the property covered in the water rights agreement to be executed. Buyers agree they will not intentionally engage in any act or omission which would result in forfeiture or abandonment of the waters appurtenant to the Property.

WHEREAS, the Department has approved the Petition referenced in paragraph 12.18 of the Restated Option by authorizing the diversion of an additional 5.78 cubic feet per second ("cfs") for the irrigation of an additional 289 acres of the Property under water right no. 61-07210 as contemplated by Sellers and Corddry; and

WHEREAS, pursuant to the terms of the Exchange, three and four-tenths (3.4) cfs of water right no. 61-07195A, appurtenant to no more than one hundred seventy (170) acres of the Property is to be exchanged for three and four-tenths (3.4) cfs of water right no. 61-07424, appurtenant to no more than one hundred seventy (170) acres of lands owned by Corddry; and

WHEREAS Sellers intend to sell the Property to Buyer, and Buyer intends to purchase the Property subject to such the Exchange obligation and to assume such obligation;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sellers do hereby sell, assign, transfer and convey to Buyer all of Sellers' right, title, interest and obligations related to the Exchange and arising from or pursuant to said paragraph 12.18 of the Restated Option.

2. Buyer hereby agrees to assume, and hereby does assume and undertakes to satisfy and discharge the obligations and commitments of Sellers which accrue or are to be performed or satisfied on or after the date hereof under paragraph 12.18 of the Restated Option. Other than specifically stated herein, Buyer assumes no obligations of Sellers.

This Agreement for Assignment and Assumption of Water Right Exchange Obligation shall be binding upon the successors and assigns of Sellers and Buyer and shall inure to the benefit of the successors and assigns of Sellers and Buyer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Assignment and Assumption of Water Right Exchange Obligation to be duly executed and delivered as of the date first set forth above.

SELLERS:

Herbert Ray Montierth Jr.
Herbert Ray Montierth, Jr.

SHERYL DARLENE MILLER

Rodney Kent Montierth
Rodney Kent Montierth

KIM IVAN MILLER

Dollie L. Montierth
Dollie L. Montierth

RHONDA KAY GEDDES

RALPH WORLEY GEDDES

Edward Ray Montierth
Edward Ray Montierth

Marco Lynn Nicholls
MARCO LYNN NICHOLLS

ALAN NICHOLLS
ALAN NICHOLLS

Susan Montierth
Susan Montierth

1. Sellers do hereby sell, assign, transfer and convey to Buyer all of Sellers' right, title, interest and obligations related to the Exchange and arising from or pursuant to said paragraph 12.18 of the Restated Option.

2. Buyer hereby agrees to assume, and hereby does assume and undertakes to satisfy and discharge the obligations and commitments of Sellers which accrue or are to be performed or satisfied on or after the date hereof under paragraph 12.18 of the Restated Option. Other than specifically stated herein, Buyer assumes no obligations of Sellers.

This Agreement for Assignment and Assumption of Water Right Exchange Obligation shall be binding upon the successors and assigns of Sellers and Buyer and shall inure to the benefit of the successors and assigns of Sellers and Buyer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Assignment and Assumption of Water Right Exchange Obligation to be duly executed and delivered as of the date first set forth above.

SELLERS:

Herbert Ray Montierth, Jr.

SHERYL DARLENE MILLER

KIM IVAN MILLER

Rodney Kent Montierth

RHONDA KAY GEDDES

Dollie L. Montierth

RALPH WORLEY GEDDES

MARGO LYNN NICHOLLS

Edward Ray Montierth

ALAN NICHOLLS

Susan Montierth

1. Sellers do hereby sell, assign, transfer and convey to Buyer all of Sellers' right, title, interest and obligations related to the Exchange and arising from or pursuant to said paragraph 12.18 of the Restated Option.

2. Buyer hereby agrees to assume, and hereby does assume and undertakes to satisfy and discharge the obligations and commitments of Sellers which accrue or are to be performed or satisfied on or after the date hereof under paragraph 12.18 of the Restated Option. Other than specifically stated herein, Buyer assumes no obligations of Sellers.

This Agreement for Assignment and Assumption of Water Right Exchange Obligation shall be binding upon the successors and assigns of Sellers and Buyer and shall inure to the benefit of the successors and assigns of Sellers and Buyer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Assignment and Assumption of Water Right Exchange Obligation to be duly executed and delivered as of the date first set forth above.

SELLERS:

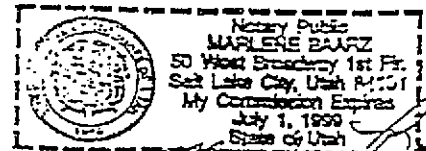
Herbert Ray Montierth, Jr.

Rodney Kent Montierth

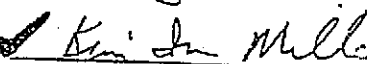
Dollie L. Montierth

Edward Ray Montierth

Susan Montierth




SHERYL DARLANE MILLER


KIM IVAN MILLER

RHONDA KAY GEDDES

RALPH WORLEY GEDDES

MARGO LYNN NICHOLLS

ALAN NICHOLLS

BUYER:

305486

CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah Corporation Sole

ELMORE COUNTY, IDAHO ss
Request of

FIRST AMERICAN

By:
Its:

[Signature]
Authorized Agent

Time 4:26 P M
Date November 13, 1998
Book 11 Page
DOLORES ROBISON
Recorder
By [Signature]
Deputy
Fee \$33.00

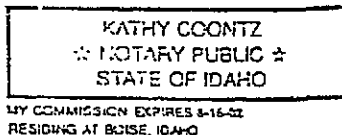
STATE OF IDAHO)

) ss.

County of ADIR)

On this 16 day of DECEMBER, 1997, before me, the undersigned, a
Notary Public in and for said State of Idaho, personally appeared HERBERT RAY
MONTIERTH, JR, 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.

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 Boise, Idaho
My commission expires: 8-15-2002

STATE OF IDAHO)

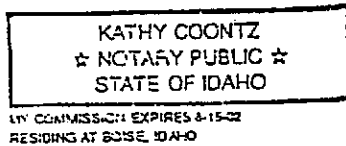
) ss.

County of ADA)

December

On this 16 day of ~~November~~, 1997, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared EDWARD RAY MONTIERTH, 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.

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



Kathy Coontz
NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My commission expires: 8-15-2002

STATE OF IDAHO)

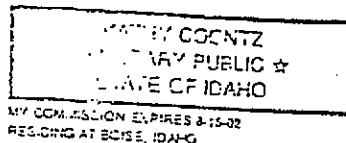
) ss.

County of ADA)

December

On this 16 day of ~~November~~, 1997, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared SUSAN MONTIERTH, known or identified 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.



Kathy Coontz
NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My commission expires: 8-15-2002

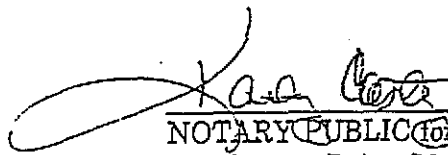
STATE OF IDAHO)

) ss.

County of ADA)

On this 10th day of December, 1997, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared RODNEY KENT MONTIERTH, 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.

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


NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My commission expires: 8-15-2002

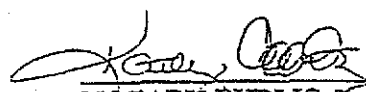
STATE OF IDAHO)

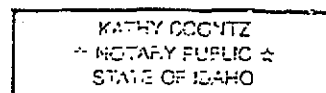
) ss.

County of ADA)

On this 10th day of December, 1997, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared DOLLIE L. MONTIERTH, known or identified 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.


NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My commission expires: 8-15-2002



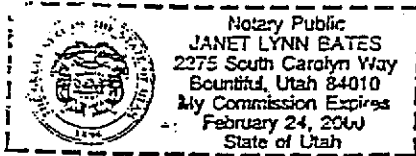
MY COMMISSION EXPIRES 8-15-02
RESIDING AT BOISE, IDAHO

STATE OF Utah)
) ss.
County of Salt Lake)

On this 9th day of December, 1997, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared John W. Creer of the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/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.

Janet Lynn Bates
NOTARY PUBLIC for Utah
Residing at Salt Lake
My commission expires: 2/24/2000



ACKNOWLEDGMENT - Individual

STATE OF South Carolina, County of Horry, ss.

On this 8th day of Dec, in the year of 1997, before me
personally appeared Rhonda Kay Gaddes, notary public
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.

Notary Public: [Signature]

Residing at: Myrtle Beach SC

My Commission Expires: 19 July 2004

ACKNOWLEDGMENT - Individual

STATE OF South Carolina, County of Horry, ss.

On this 8th day of December, in the year of 1997, before me
personally appeared Ralph Walter Gaddes, notary public
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.

Notary Public: [Signature]

Residing at: Myrtle Beach SC

My Commission Expires: 19 July 2004

ACKNOWLEDGMENT - Individual

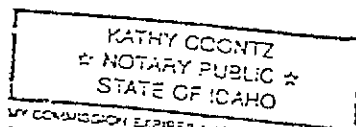
STATE OF ID, County of ADA, ss.

On this 9th day of Jan, in the year of 1998, before me
personally appeared [Signature], notary public
known or identified to me to be the person whose name is subscribed
to the within instrument, and acknowledged to me that she executed the same.

Notary Public: [Signature]

Residing at: [Signature]

My Commission Expires: 8-15-2002



ACKNOWLEDGMENT - Individual

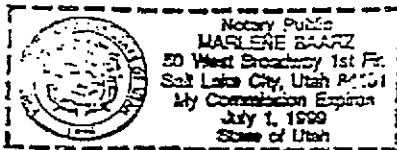
STATE OF Utah County of Salt Lake, ss.

On this 8th day of December, in the year of 1997, before me
~~notary public~~ MARLENE BAARZ, notary public
 personally appeared DIM IVAN MILLER
 known or identified to me to be the person whose name _____ subscribed
 to the within instrument, and acknowledged to me that he executed the same.

Notary Public: MARLENE BAARZ

Residing at: Sandy Utah

My Commission Expires: 7-1-99



ACKNOWLEDGMENT - Individual

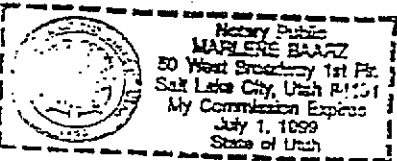
STATE OF Utah County of Salt Lake, ss.

On this 8th day of December, in the year of 1997, before me
MARLENE BAARZ, notary public
 personally appeared SHERYL DARLENE MILLER
 known or identified to me to be the person whose name _____ subscribed
 to the within instrument, and acknowledged to me that he executed the same.

Notary Public: MARLENE BAARZ

Residing at: Sandy Utah

My Commission Expires: 7-1-99



ACKNOWLEDGMENT - Individual

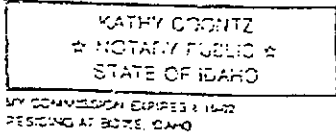
STATE OF ID County of ADA, ss.

On this 9th day of Jan, in the year of 1998, before me
KATHY COONITZ, notary public
 personally appeared LOREN K. YOUNG
 known or identified to me to be the person whose name _____ subscribed
 to the within instrument, and acknowledged to me that he executed the same.

Notary Public: KATHY COONITZ

Residing at: Boise ID

My Commission Expires: 9-15-2002



SUPPLEMENTAL ANALYSIS SHEET FOR TRANSFER

► Transfer No. 70098

► Legal Notice: Use Workflow ad _____

ORWord Filename → Cinder LOS ad

► Email to SO & Western by: _____

ORN/A ☒

COPIES MADE

initial & date to show
cc made & distributed► ASAP Yes

STATE OFFICE files for all transfers ... copy APPLICATION

dt 8-19► ASAP YES

REGION ADJUDICATION files if adj. claim involved ... copy APPLICATION

dt 8-19

► JUST BEFORE FILE TO S.O. - REGION WATER RIGHT files ... copy as follows:

Yes Legal NoticeYes Transfer AnalysisYes Transfer Application below (always be copied:Yes Reviewer's analysis

List other items

include this
note on AJ's
cc of T. 70098
←

AVOID COPYING FOR REGION WATER RIGHT FILES – excess computer reports, excess attachments unless show ownership or other clarifying information, easements & other agreements, oversized documents and so forth.

DISCARD THIS FORM BEFORE FORWARDING FILE.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

70098

Transfer No.

RECEIVED

JAN 17 2002

**AMENDED APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Water Right Applicant
WESTERN REGION

Cinder Cone Butte Farm LLCPhone 208-323-0726Post Office address 5001 Fifeshire Place North, Boise, Idaho 83713**A. PURPOSE OF TRANSFER**

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Exchange 2.48 cfs of water from water right No. 61-07424 with 3.4 cfs of water from water right No. 61-07195 A. See Narrative, Exhibit A. Exchanged portions represent the quantity of water under each right to irrigate 170 acres per the licensed duties of water (0.02 cfs/acre for right 61-07195A and 0.15 cfs/acre for 61-07424)

B. DESCRIPTION OF RIGHT(S) OR PORTION HEREOF, AFTER THE REQUESTED CHANGE

1.	Right Number	Priority	Amount(cfs / ac-ft)	Nature of Use	Period of Use		
	<u>61-07424B</u>	<u>12/8/1980</u>	<u>2.48 cfs</u>	<u>Irrigation</u>	<u>04/01</u>	<u>to</u>	<u>10/31</u>
						<u>to</u>	

2. Total amount of water being transferred 2.48 cubic feet per second and/or 680 acre-feet per annum.3. Source of water Groundwater tributary to _____4. Point(s) of Diversion: See Exhibit B, same as right no. 61-07195A

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

5. Lands irrigated or place of use: See Exhibit B, right no. 61-7424B will irrigate 170 acres within the 1168 permissible place of use for right no. 61-07195A. Right no. 61-07424B will replace 170 acres removed from right no. 61-07195A under the simultaneous transfer.

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SE1/4	SW1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	

Total acres

AMENDED

PART 1**6. General Information:**

a. Description of diversion system For water right no. 61-07424B, water will be pumped from existing wells, licensed as points of diversion for right no. 61-07195A, through pipelines to sprinklers for irrigation in a 1168-acre permissible place of use described for right no. 61-07195A.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
 X Yes No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes. See copy of portions of Agreement attached hereto as Exhibit E.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

Right No. 61-07424B represents a change in the place of use of 2.48 cfs of water and 170 acres from the original 61-07424 right. This 2.48 cfs of water and 170 acres will be replaced by 3.4 cfs and 170 acres from water right No. 61-07195A.

d. Remarks:

See Narrative, Exhibit A.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

and said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 20____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 61-07424 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.
2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment C. Check appropriate box below: See Attachment D.
- ☐ Tax Notice ☒ Warranty Deed ☐ Other _____
3. Source of water Groundwater tributary to _____
4. Date of priority 12/8/1980
5. Water is used for the following purpose:
amount 7.0 cfs for Irrigation purposes from 4/1 to 10/31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
6. Total amount of water under right 7.0 cubic feet per second and/or 1920 acre-feet per annum
7. Point(s) of Diversion: See Exhibit C.

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

8. Lands irrigated or place of use: See Exhibit C.

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE1/4	NW1/4	SE1/4	SW1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	

Total acres

9. Describe any other water rights used for the same purpose as described above 61-07390, 61-07306C

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No. _____ If yes, describe The lands irrigated under this right previously have been in set-aside under the Federal Conservation Reserve Program.

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 2.48 cfs / 680 AF for irrigation purposes from 04/01 to 10/31
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____

2. Point(s) of Diversion: See Exhibit C, 2.48 cfs and 170 acres will be removed from right no 61-07424 and its 924 acre permissible place of use and will become right no. 61-7424B. An additional 63-acre component of 61-7424A will be placed in the water bank. The 170-acre portion will be replaced with 170 acres from right no. 61-07195D.

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use: See Exhibit C, 2.48 cfs and 170 acres will be removed from right no 61-07424 and its 924 acre permissible place of use and will become right no. 61-7424B. An additional 63-acre component of 61-7424A will be placed in the water bank. The 170-acre portion will be replaced with 170 acres from right no. 61-07195D.

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE1/4	NW1/4	SE1/4	SW1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	

Total acres

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount 4.52 cfs / 1240 AF for irrigation purposes from 04/01 to 10/31
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____

2. Point(s) of Diversion: See Exhibit C, the unchanged portion will become 61-07424A, with a reduction of 170 acres and 2.48 cfs, and additional 63 acres and 0.92 cfs will be placed in the water bank under right no. 61-7424C. The 170-acre portion will be replaced with 170 acres from right no. 61-07195D.

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use: See Exhibit C, the unchanged portion will become 61-07424A, with a reduction of 170 acres and 2.48 cfs, and additional 63 acres and 0.92 cfs will be placed in the water bank under right no. 61-7424C. The 170-acre portion will be replaced with 170 acres from right no. 61-07195D.

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE1/4	NW1/4	SE1/4	SW1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	

Total acres

SCALE: 2 inches equal 1 mile. Draw plan in ink.

PART 3**B. CHANGES IN NATURE OF USE: N/A**

- | | <u>New Nature of Use</u> | <u>Amount(cfs /
ac-ft)</u> | <u>Hours/days/year</u> | <u>Period of Use</u> |
|----|---|--------------------------------|------------------------|----------------------|
| 1. | | | | to _____
to _____ |
| 2. | Quantity and quality of return flows and location of discharge:

_____ | | | |
| 3. | Describe effects on other water uses resulting from the proposed change:

_____ | | | |

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

See Original Application

(Signature of Applicant)

Subscribed and sworn to before me this _____ day of _____ 1997

(Notary Public)

My commission expires _____

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 5 attachments
 Received by SL Date 1/17/02 Protest filed by _____
 Prelim. check by SL Fee \$100 *
 Receipted by SL Date 1/21/99 W024738
 Published in Mtn Home News Copies of protest forwarded by _____
 Pub. dates 8-21 + 28-02 Hearing held by _____ Date _____
 Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial
 rec'd. _____ by _____
 Copy of transfer sent to lien holder _____

* fee ok per transfer fee in place upon date of payment for original appl.

EXHIBIT A

NARRATIVE IN SUPPORT OF WATER RIGHT TRANSFER

Water Right Number 61-07424

Applicant: Cinder Cone Butte Farm LLC

OVERVIEW

This transfer application is one of two transfer applications being filed simultaneously as part of an agreement to exchange ownership of portions of two licensed groundwater rights. This exchange agreement also includes a simultaneous application to lease water to the water bank. The exchange of ownership would affect a transfer of the priority dates for 3.4 cfs of water between water right nos. 61-07195A, which is owned by the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, and right no. 61-07424, which is owned by the Applicant ("Cinder Cone"). Relevant portions of the agreements concerning the ownership exchange are attached as Exhibit E. The higher duty of water for right no. 61-07424 has created an excess of 63 acres in the exchange that the Applicant proposes to place in the water bank. The proposed exchange would not increase diversion rates, total irrigated acres, or consumptive use.

The Cinder Cone property to which water right no. 61-07424 is appurtenant is:

SW1/4 Section 16, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho;

The NE1/4 Section 19, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho;

The NE1/4, SE1/4 and SW1/4 of Section 20, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho;

The NW1/4 Section 21, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

Cinder Cone owns this property (the "Cinder Cone Property") and appurtenant water rights by virtue of the warranty deeds, which are attached to Cinder Cone's transfer application.

The Church's Property, to which water right no. 61-07195A is appurtenant, legally is described as:

The SW1/4 Section 25, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho;

The NW1/4, NE1/4 and SE1/4 of Section 36, Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho;

The W1/2 of the SW1/4 of Section 29, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho;

The NW1/4, SW1/4 and SE1/4 of Section 30, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho;

The NW1/4 Section 31, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

The Church owns this property (the "Church Property") by virtue of the warranty deed, dated December 4, 1997 attached to this application.

THE EXISTING RIGHTS

Right No. 61-07424 has a December 8, 1980 priority date. This right has a permissible place of use ("PPU") of 925 acres, and may be used to irrigate up to 480 acres within the PPU in any single irrigation season. Currently recorded information about right no. 61-07424 includes:

Right No.	Priority	Cfs	Acres	Acre-Feet	PPU	Period of Use
61-07424	12/8/1980	7.00	480	1920.0	925	04/01- 10/31

61-07424 is used in conjunction with rights 61-07306A and 61-07390.

Right no. 61-07195A has a priority date of September 6, 1974. This right has a permissible place of use of 1168 acres, and may be used to irrigate up to 840 acres within the PPU in any single irrigation season. The attached map shows the 1168-acre PPU. Currently recorded information about right no. 61-07195A includes:

Right No.	Priority	Cfs	Acres	Acre-Feet	PPU	Period of Use
61-07195A	9/6/74	16.78	840	3360.0	1168	04/01-10/31

61-07195A is used in conjunction with right 61-07210.

THE PROPOSED TRANSFER

The proposed water right transfer entails the Church transferring 3.4 cfs and 170 acres of right no. 61-07195A and changing the points of diversion and place of use to the Cinder Cone Property. The transferred 3.4 cfs of no. 61-07195A is to be represented as new water right no. 61-07195D, which will have the same points of diversion and place of use as no. 61-07424. The portion of water right no. 61-07195A that is not transferred will be redesignated as 61-07195C, and its points of diversion and place of use will remain the same.

Simultaneously, Cinder Cone proposes to transfer 2.48 cfs and 170 acres of right no. 61-07424, changing its points of diversion and place of use to the Church Property; and to place 0.92 cfs and 63 acres of right no. 61-07424 in the water bank. The transferred 2.48 cfs of right no. 61-07424 will be represented by new water right 61-07424B, which will have the same points of diversion and place of use as right no. 61-07195A. The 0.92 cfs of right no. 61-07424 placed in the water bank will be represented by new water right no. 61-07424C. The portion of water right no. 61-07424 that is not transferred or placed in the water bank will be redesignated as 61-07424A, and its points of diversion and place of use will remain the same.

SUMMARY OF PROPOSED CHANGES

The proposed transfers would effect the following changes while maintaining the historical consumptive use and water diversion balance:

The transfer proposed by the Cinder Cone transfer application would split water right no. 61-07424 into water right nos. 61-07424A, 61-07424B, and 61-07424C. The split rights' characteristics would be:

For water right 61-07424A:

1. Reduce the diversion rate by 3.4 cfs, and reduce the acres that may be irrigated under right 61-07424A to 247 acres within the original PPU of 925 acres. The total number acres within the 925-acre permissible place of use that could be irrigated would drop from 904 acres to 841, representing the 0.92 cfs and corresponding 63 acres that will be placed in the water bank.

For Water Right 61-07424B:

1. Relocate points of diversion and place of use for 2.48 cfs of 61-07424 to lands to which transferred portion of right 61-07195A is appurtenant.

For Water Right 61-07424C:

1. Relocate 0.92 cfs and 63 acres of 61-07424 to the water bank.

The transfer proposed by the Church's application would split water right no. 61-07195A into water right 61-07195C and 61-07195D. The split rights' characteristics would be:

For water right no. 61-07195C:

1. Maintain the current characteristics of right no. 61-07195A except to reduce the diversion rate by 3.4 cfs and the irrigable acres by 170 acres.

For water right no. 61-07195D:

1. Relocate points of diversion and place of use for 3.4 cfs and 170 acres to lands to which right no. 61-07424 currently is appurtenant.

2. Maintain the 1168 acres permissible place of use. The 170 acres removed by splitting out 61-07195D will be replaced with 170 acres from the simultaneous transfer of 61-07424B.

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 61-7195A

WATER RIGHT NUMBER: 61-7195A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CONNECTICUT GENERAL LIFE INSURANCE CO C/O CIGNA CORPORATION SOUTH BUILDING S-305 900 COTTAGE GROVE ROAD BLOOMFIELD, CT 06002
Original Owner	HERBERT MONTIERTH 4301 N DALTON LN BOISE, ID 83709 (208)378-8157

Priority Date: 09/06/1974

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	16.780 CFS	3,360.00 AF
<u>Total Diversion:</u>		16.780 CFS	3,360.00 AF

Location of Point(s) of Diversion

GROUND WATER	NW1/4SE1/4	Sec. 30, Twp 02S, Rge 05E, B.M.
ELMORE County		
GROUND WATER	SW1/4SE1/4	Sec. 36, Twp 02S, Rge 04E, B.M.
ELMORE County		
GROUND WATER	NE1/4SW1/4	Sec. 30, Twp 02S, Rge 05E, B.M.
ELMORE County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02S	04E	25									36.0	36.0	36.0	37.0					145.0
02S	04E	36	36.0	36.0	37.0	36.0	36.0	36.0	36.0	36.0					36.0	37.0	36.0	36.0	434.0
02S	05E	29									3.0	3.0							6.0
02S	05E	30					37.0	37.0	37.0	37.0	36.0	36.0	37.0	36.0	36.0	36.0	36.0	36.0	437.0

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 61-7195A

02S 05E 31	37.0	37.0	36.0	36.0	146.0
------------	------	------	------	------	-------

Total Acres: 1168

Conditions of Approval:

1. R31 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for irrigation of the lands above.

Remarks:

1. General Two points of diversion are located within SWSE, S36, T02S, R04E.
One point of diversion is located on or near line between NWSE and NESW, S30, T02S, R05E.
Right 61-07210 is also diverted through the points of diversion in Sections 36 and 30 described above.
Right 61-07204 is also diverted through the point of diversion in Section 30 described above.
This right is limited to the irrigation of 840 acres within the place of use described above in a single irrigation season.
Use of this right with the rights listed below is limited to a total combined diversion rate of 23.47 cfs, a total combined annual diversion volume of 5636 af, and to the combined total of 1409 acres in a single irrigation season. The combined rights include: 61-07204 and 61-07210.
Rights 61-07195A and 61-07210 when combined shall not exceed a total diversion rate of 18.65 cfs, a total annual diversion volume of 4672.0 af, and the irrigation of 1168 acres.

Comments:

1. BCHAPMAN 7/14/1995 SPLIT RIGHT
Comment: Right 61-07195 was split into Parts A & B at licensing.

Dates and Other Information:

Licensed Date: 11/13/1995
 Decreed Date:
 Water Supply Bank Enrollment Accepted:
 Water Supply Bank Enrollment Removed:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal:
 Owner Name Connector:
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Decree Defendant:
 Decree Plaintiff:
 Civil Case Number:
 Judicial District:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 61-7424

WATER RIGHT NUMBER: 61-7424

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DAVID L PALFREYMAN 5001 FIFESHIRE PLACE NORTH BOISE, ID 83713 (208)323-0726
Current Owner	KATHLEEN S PALFREYMAN 5001 FIFESHIRE PLACE NORTH BOISE, ID 83713 (208)323-0726
Original Owner	RAY MONTIERTH 4301 N DALTON LN BOISE, ID 83709 (208)378-8157
Original Owner	ROD MONTIERTH 4301 N DALTON LN BOISE, ID 83709
Current Owner	CHARLOTTE P CORDDRY 5001 FIFESHIRE PLACE NORTH BOISE, ID 83713 (208)323-0726
Original Owner	HERB R MONTIERTH 4301 N DALTON LN BOISE, ID 83709 (208)378-8157
Current Owner	PAUL I CORDDRY 5001 FIFESHIRE PLACE NORTH BOISE, ID 83713 (208)323-0726

Priority Date: 12/08/1980

Basis: License

Status: Active

SourceTributary

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	7.000 CFS	1,920.00 AF
	<u>Total Diversion:</u>	7.000 CFS	1,920.00 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4SE1/4	Sec. 20, Twp 02S, Rge 05E, B.M.
ELMORE County		
GROUND WATER	SE1/4SW1/4	Sec. 20, Twp 02S, Rge 05E, B.M.
ELMORE County		
GROUND WATER	SE1/4SE1/4	Sec. 20, Twp 02S, Rge 05E, B.M.
ELMORE County		
GROUND WATER	SW1/4SW1/4	Sec. 20, Twp 02S, Rge 05E, B.M.
ELMORE County		

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 61-7424

Place of Use
IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02S	05E	16									2.0	18.0	40.0	35.0					95.0
02S	05E	17					10.0		39.0	39.0			39.0						127.0
02S	05E	19	32.0	32.0	32.0	31.0													127.0
02S	05E	20	34.0	34.0	38.0	34.0					37.0	37.0	37.0	40.0	36.0	40.0	40.0	36.0	443.0
02S	05E	21					33.0	33.0	34.0	33.0									133.0

Total Acres: 925

Conditions of Approval:

Remarks:

1. General

Two points of diversion each are located within SESW and SESE, S20, T02S, R05E. Rights 61-07306A and 61-07390 are also diverted through the points of diversion described above. Right 61-07024 is also diverted through one of the points of diversion in the SESW described above. This right is limited to the irrigation of 480 acres within the place of use described above in a single irrigation season. Use of this right with the rights listed below is limited to a total combined annual diversion volume of 3700 af and to the irrigation of a combined total of 925 acres in a single irrigation season. The combined rights include: 61-07306A and 61-07390. Use of this right with the rights listed below is limited to a total combined diversion rate of 20.68 cfs, a total combined annual diversion volume of 4664.0 af, and to the irrigation of a combined total of 1166 acres in a single irrigation season. The combined rights include: 61-07204, 61-07306A and 61-07390. This right when combined with the following rights and all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for the lands above. The combined rights include: 61-07306A and 61-07390.

Comments:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 61-7424

Dates and Other Information:

Licensed Date: 11/13/1995
Decreed Date:
Water Supply Bank Enrollment Accepted:
Water Supply Bank Enrollment Removed:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number:
Judicial District:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

When Recorded Return To:

John M. Marshall
Givens Pursley LLP
277 N. 6th Street, Suite 200
P.O. Box 2720
Boise, ID 83701

GRANT DEED

FOR VALUE RECEIVED, Paul I. Corddry as Trustee of the Paul I. Corddry Living Trust dated May 19, 1993, and Charlotte P. Corddry as Trustee of the Charlotte P. Corddry Living Trust dated May 19, 1993, the GRANTOR, does hereby GRANT, BARGAIN, SELL and CONVEY unto Cinder Cone Butte Farm LLC, an Idaho limited liability company, whose current address is 5001 Fifeshire Place North, Boise, Idaho 83713, the GRANTEE, that certain real property in Elmore County, State of Idaho, more particularly described on Exhibit A, attached hereto.

This conveyance hereby made is subject to all liens, claims and encumbrances of record.

TO HAVE AND TO HOLD the said real property with their appurtenances, including, without limitation, all water rights and claims appurtenant to the real property, unto the said Grantee, and Grantee's heirs and assigns forever.

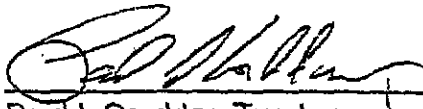
Dated effective the 1st day of January, 2001.

326352

GRANTOR

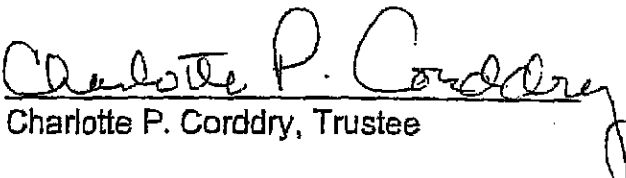
Paul I. Corddry Living Trust dated May 19, 1993

By:


Paul I. Corddry, Trustee

Charlotte P. Corddry Living Trust dated May 19, 1993

By:


Charlotte P. Corddry, Trustee

ELMORE COUNTY, IDAHO ss
Request of



Time 11:28 A.M.

Date January 12, 2001

GAIL L. BEST, Recorder

By 

Fee \$9.00 Deputy

GRANT DEED - 1

Drafted: January 4, 2001

S:\CLIENTS\446316\Deeds\Deed-1120 AC to Cinder Cone.wpd

State of Florida)
) ss.
County of Collier)

On this 9 day of January, in the year of 2001, before me, a Notary Public in and for said State, personally appeared Paul I. Corddry, known or identified to me to be the Trustee, or one of the Trustees, of the Paul I. Corddry Living Trust dated May 19, 1993, and acknowledged to me that by said Trustee's signature on the foregoing instrument, the foregoing named Trust executed the same.

NOTARY PUBLIC - STATE OF FLORIDA
SANDRA J. LINDKE
COMMISSION # CC788795
EXPIRES 8/19/2002
BONDED THRU ASA 1-888-NOTARY1

Sandra J. Lindke
Notary Public for ~~Idaho~~ Florida
Residing at Naples, FL
My Commission expires 8/19/2002

State of Florida)
) ss.
County of Collier)

On this 9 day of January, in the year of 2001, before me, a Notary Public in and for said State, personally appeared Charlotte P. Corddry, known or identified to me to be the Trustee, or one of the Trustees, of the Charlotte P. Corddry Living Trust dated May 19, 1993, and acknowledged to me that by said Trustee's signature on the foregoing instrument, the foregoing named Trust executed the same.

NOTARY PUBLIC - STATE OF FLORIDA
SANDRA J. LINDKE
COMMISSION # CC788795
EXPIRES 8/19/2002
BONDED THRU ASA 1-888-NOTARY1

Sandra J. Lindke
Notary Public for ~~Idaho~~ Florida
Residing at Naples, FL
My Commission expires 8/19/2002

EXHIBIT A

[Legal Description of Real Property]

Parcel VIII:

Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho:
Section 19: NE $\frac{1}{4}$ NE $\frac{1}{4}$.

Parcel IX:

Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho:
Section 19: W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$.

Parcel X:

Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho:
Section 20: NE $\frac{1}{4}$ S $\frac{1}{2}$, Except the South 30 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Parcel XI:

Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho:
Section 16: SW $\frac{1}{4}$, Exception therefrom the railroad right-of-way.

Parcel XII:

Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho:
Section 21: W $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$.

Parcel XIII:

Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho:
Section 21: S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$.

When Recorded Return To:

John M. Marshall
Givens Pursley LLP
277 N. 6th Street, Suite 200
P.O. Box 2720
Boise, ID 83701

GRANT DEED

FOR VALUE RECEIVED, David L. Palfreyman and Kathleen S. Palfreyman, husband and wife, the GRANTOR, does hereby GRANT, BARGAIN, SELL and CONVEY unto Paul I. Corddry as Trustee of the Paul I. Corddry Living Trust dated May 19, 1993, and Charlotte P. Corddry as Trustee of the Charlotte P. Corddry Living Trust dated May 19, 1993, whose current address is 5001 Fifeshire Place North, Boise, Idaho 83713, the GRANTEE, a fifteen percent (15%) undivided interest in and to that certain real property in Elmore County, State of Idaho, more particularly described on Exhibit A, attached hereto:

This conveyance hereby made is subject to all liens, claims and encumbrances of record.

TO HAVE AND TO HOLD the said real property with their appurtenances, including, without limitation, all water rights and claims appurtenant to the real property, unto the said Grantee, and Grantee's heirs and assigns forever.

Dated effective the 7th day of January, 2001.

326351

ELMORE COUNTY, IDAHO SS
Request of

Givens Pursley LLP
Time 11:25 AM
Date January 12, 2001
GAIL L. BEET, Recorder

By Chad M. Lyle
Deputy
Fee \$9.00

GRANTOR

By: [Signature]
David L. Palfreyman

By: [Signature]
Kathleen S. Palfreyman

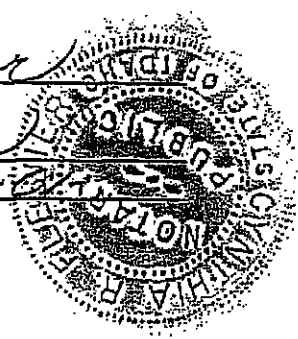
GRANT DEED - 1

Drafted: January 4, 2001
S:\CLIENTS\4463116\Deeds\Deed-1120 AC.wpd

State of Idaho)
) ss.
County of Ada)

On this 10 day of January, in the year of 2001, before me, a Notary Public in and for said State, personally appeared David L. Palfreyman, 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.

Cindy R Fushner
Notary Public for Idaho
Residing at Meridian
My Commission expires 7-28-01



State of Idaho)
) ss.
County of Ada)

On this 10 day of January, in the year of 2001, before me, a Notary Public in and for said State, personally appeared Kathleen S. Palfreyman, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Cindy R Fushner
Notary Public for Idaho
Residing at Meridian
My Commission expires 7-28-01

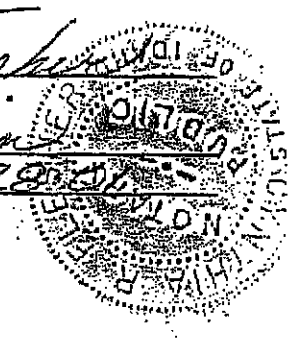


EXHIBIT A

[Legal Description of Real Property]

Parcel VIII:

Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho:
Section 19: NE $\frac{1}{4}$ NE $\frac{1}{4}$.

Parcel IX:

Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho:
Section 19: W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$.

Parcel X:

Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho:
Section 20: NE $\frac{1}{4}$ S $\frac{1}{2}$, Except the South 30 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Parcel XI:

Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho:
Section 16: SW $\frac{1}{4}$, Exception therefrom the railroad right-of-way.

Parcel XII:

Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho:
Section 21: W $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$.

Parcel XIII:

Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho:
Section 21: S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$.

AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF WATER RIGHT EXCHANGE OBLIGATION

This Agreement for Assignment and Assumption of Water Right Exchange Obligation ("Assignment and Assumption") dated ~~November~~ December 12-10 1997 is between Herbert Ray Montierth, Jr., Edward Ray Montierth and Susan Montierth, husband and wife, and Rodney Kent Montierth and Dollie L. Montierth, husband and wife,** ("Sellers") and Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation ("Buyer").

WHEREAS, Sellers and Buyer have entered into an Agreement for the sale and purchase of certain lands in Elmore County, Idaho (the "Property"); and

WHEREAS, pursuant to that certain Amended and Restated Option to Purchase Real Property ("Restated Option") dated effective January 22, 1997, between Sellers and Paul I. Corddry and Charlotte P. Corddry, as Trustees of the Paul I. Corddry and the Charlotte P. Corddry Living Trusts dated May 19, 1993 and David L. Palfreyman and Kathleen S. Palfreyman, husband and wife, (collectively "Corddry"), Sellers and Corddry agreed to exchange portions of certain water rights held by them respectively, including a portion of water right no. 61-07195A, which is appurtenant to the Property (the "Exchange");

WHEREAS, the terms of, and obligations to effect, the Exchange are effective through January 22, 1999; and

WHEREAS, the terms of the Exchange are stated in section 12.18 of the Restated Option as follows:

12.18 The parties collectively have petitioned the Department for reconsideration of water right license nos. 61-07210 and 61-07195A, seeking an additional 5.78 cfs of water for certain property of Seller not included in this Agreement, but included in the First Option (the "System 2B Property"). Upon the Department's approval of said petition, or authorizing a greater diversion than is presently allowed under either 61-07210 or 61-07195A, Seller and Buyers shall exchange water right nos. 61-07195A and 61-07424 as follows. Buyers agree to prepare and file on behalf of the parties the appropriate transfer applications to accomplish the following: The amount of water to be transferred will be measured by the amount of additional water approved by the Department under the above-referenced petition, less 2.38 cfs of water ("Transfer Amount"). The Transfer Amount of water right no. 61-

** SHERYL DARLENE MILLER & KIM IVAN MILLER, HUSBAND AND WIFE, RHONDA KAY GEDDES & RALFE WORLEY GEDDES, HUSBAND AND WIFE AND MARGO LYNN NICHOLLS & ALAN NICHOLLS, HUSBAND AND WIFE, all of Elmore County, Idaho }

AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF WATER RIGHT EXCHANGE OBLIGATION I hereby certify that this instrument is a true and correct copy of the original now on file and record in the State of Idaho.

Filed 12/11/97 at 1998

Notary Public for the State of Idaho
My Comm. Expires 12/31/99

07195A and its point of diversion shall be transferred by Seller to and for use on the Property; and the Transfer Amount of water right no. 61-07424 and its point of diversion shall be transferred by Buyers to and for use on the lands to which 61-07195A was appurtenant prior to its transfer. The parties intend that the water rights transferred will carry their respective priority dates with them as transferred. Upon the Department's approval of said transfers, the parties shall execute all documents necessary to convey ownership of the water rights as transferred and shall assign to one another their rights and interests in the respective portions of the water right licenses that have been transferred. The parties agree that at Closing, they will execute an agreement, to be recorded against the properties on which the rights subject to transfer are appurtenant, which will set forth the parties agreement with respect to the water rights exchange described in this Section 12.18. Said agreement shall set forth that Both parties agree that neither will initiate any administrative, legal or other action against the other which would curtail the other's use of the water rights appurtenant to the property covered in the water rights agreement to be executed. Buyers agree they will not intentionally engage in any act or omission which would result in forfeiture or abandonment of the waters appurtenant to the Property.

WHEREAS, the Department has approved the Petition referenced in paragraph 12.18 of the Restated Option by authorizing the diversion of an additional 5.78 cubic feet per second ("cfs") for the irrigation of an additional 289 acres of the Property under water right no. 61-07210 as contemplated by Sellers and Corddry; and

WHEREAS, pursuant to the terms of the Exchange, three and four-tenths (3.4) cfs of water right no. 61-07195A, appurtenant to no more than one hundred seventy (170) acres of the Property is to be exchanged for three and four-tenths (3.4) cfs of water right no. 61-07424, appurtenant to no more than one hundred seventy (170) acres of lands owned by Corddry; and

WHEREAS Sellers intend to sell the Property to Buyer, and Buyer intends to purchase the Property subject to such the Exchange obligation and to assume such obligation;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sellers do hereby sell, assign, transfer and convey to Buyer all of Sellers' right, title, interest and obligations related to the Exchange and arising from or pursuant to said paragraph 12.18 of the Restated Option.

2. Buyer hereby agrees to assume, and hereby does assume and undertakes to satisfy and discharge the obligations and commitments of Sellers which accrue or are to be performed or satisfied on or after the date hereof under paragraph 12.18 of the Restated Option. Other than specifically stated herein, Buyer assumes no obligations of Sellers.

This Agreement for Assignment and Assumption of Water Right Exchange Obligation shall be binding upon the successors and assigns of Sellers and Buyer and shall inure to the benefit of the successors and assigns of Sellers and Buyer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Assignment and Assumption of Water Right Exchange Obligation to be duly executed and delivered as of the date first set forth above.

SELLERS:

Herbert Ray Montierth Jr.
Herbert Ray Montierth, Jr.

SHERYL DARLENE MILLER

Rodney Kent Montierth
Rodney Kent Montierth

KIM IVAN MILLER

Dollie L. Montierth
Dollie L. Montierth

RHONDA KAY GEDDES

RALPH WORLEY GEDDES

Edward Ray Montierth
Edward Ray Montierth

Margo Lynn Nicholls
MARGO LYNN NICHOLLS

ALAN NICHOLLS

Susan Montierth
Susan Montierth

1. Sellers do hereby sell, assign, transfer and convey to Buyer all of Sellers' right, title, interest and obligations related to the Exchange and arising from or pursuant to said paragraph 12.18 of the Restated Option.

2. Buyer hereby agrees to assume, and hereby does assume and undertakes to satisfy and discharge the obligations and commitments of Sellers which accrue or are to be performed or satisfied on or after the date hereof under paragraph 12.18 of the Restated Option. Other than specifically stated herein, Buyer assumes no obligations of Sellers.

This Agreement for Assignment and Assumption of Water Right Exchange Obligation shall be binding upon the successors and assigns of Sellers and Buyer and shall inure to the benefit of the successors and assigns of Sellers and Buyer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Assignment and Assumption of Water Right Exchange Obligation to be duly executed and delivered as of the date first set forth above.

SELLERS:

Herbert Ray Montierth, Jr.

SHERYL DARLENE MILLER

KIM IVAN MILLER

Rodney Kent Montierth

RHONDA KAY GEDDES

Dollie L. Montierth

RALPH WORLEY GEDDES

MARGO LYNN NICHOLLS

Edward Ray Montierth

ALAN NICHOLLS

Susan Montierth

1. Sellers do hereby sell, assign, transfer and convey to Buyer all of Sellers' right, title, interest and obligations related to the Exchange and arising from or pursuant to said paragraph 12.18 of the Restated Option.

2. Buyer hereby agrees to assume, and hereby does assume and undertakes to satisfy and discharge the obligations and commitments of Sellers which accrue or are to be performed or satisfied on or after the date hereof under paragraph 12.18 of the Restated Option. Other than specifically stated herein, Buyer assumes no obligations of Sellers.

This Agreement for Assignment and Assumption of Water Right Exchange Obligation shall be binding upon the successors and assigns of Sellers and Buyer and shall inure to the benefit of the successors and assigns of Sellers and Buyer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Assignment and Assumption of Water Right Exchange Obligation to be duly executed and delivered as of the date first set forth above.

SELLERS:

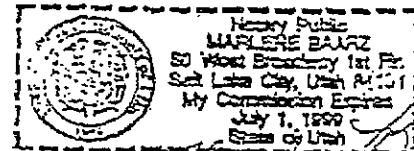
Herbert Ray Montierth, Jr.

Rodney Kent Montierth

Dollie L. Montierth

Edward Ray Montierth

Susan Montierth



[Signature]
SHERYL DARLANE MILLER

[Signature]
KIM IVAN MILLER

RHONDA KAY GEDDES

RALPH WORLEY GEDDES

MARGO LYNN NICHOLLS

ALAN NICHOLLS

BUYER:

305486

CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah Corporation Sole

ELMORE COUNTY, IDAHO ss
Request of

FIRST AMERICAN

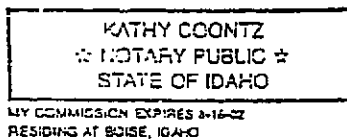
Time 4:26 P M
Date November 13, 1997
Book 11 Page
DOLORES ROBISON
Recorder
By [Signature]
Deputy
Fee \$33.00

By: [Signature]
Its: [Signature]

STATE OF IDAHO)
County of ADT) ss.

On this 16 day of DECEMBER, 1997, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared HERBERT RAY MONTIERTH, JR, 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.

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 Boise, Idaho
My commission expires: 3-15-2002

STATE OF IDAHO)

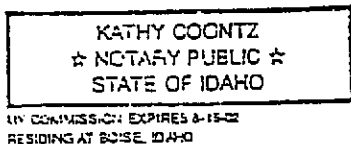
) ss.

County of ADA)

December

On this 16 day of ~~November~~, 1997, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared EDWARD RAY MONTIERTH, 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.

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



Kathy Coontz
NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My commission expires: 8-15-2002

STATE OF IDAHO)

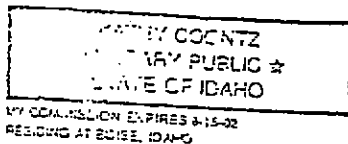
) ss.

County of ADA)

December

On this 16 day of ~~November~~, 1997, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared SUSAN MONTIERTH, known or identified 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.



Kathy Coontz
NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My commission expires: 8-15-2002

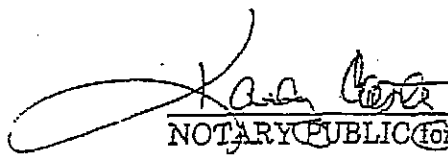
STATE OF IDAHO)

) ss.

County of ADA)

On this 16th day of December, 1997, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared RODNEY KENT MONTIERTH, 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.

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



NOTARY PUBLIC for Idaho

Residing at Boise, Idaho

My commission expires: 8-15-2002

STATE OF IDAHO)

) ss.

County of ADA)

On this 16th day of December, 1997, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared DOLLIE L. MONTIERTH, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

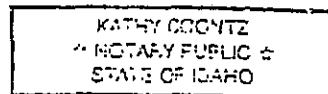
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



NOTARY PUBLIC for Idaho

Residing at Boise, Idaho

My commission expires: 8-15-2002



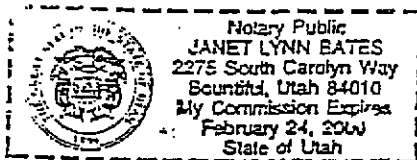
MY COMMISSION EXPIRES 8-15-02
RESIDING AT BOISE, IDAHO

STATE OF Utah)
) ss.
County of Salt Lake)

On this 9th day of December, 1997, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared John W. Creeer, of the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/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.

Janet Lynn Bates
NOTARY PUBLIC for Utah
Residing at Salt Lake
My commission expires: 2/24/2000



ACKNOWLEDGMENT - Individual

STATE OF South Carolina, County of Horry, ss.

On this 8th day of Dec, in the year of 1997, before me

personally appeared Rhonda Kay Gaddes, notary public
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.

Notary Public: [Signature]

Residing at: Myrtle Beach SE

My Commission Expires: 19 July 2004

ACKNOWLEDGMENT - Individual

STATE OF South Carolina, County of Horry, ss.

On this 8th day of December, in the year of 1997, before me

personally appeared Ralph Walter Gaddes, notary public
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.

Notary Public: [Signature]

Residing at: Myrtle Beach SE

My Commission Expires: 19 July 2004

ACKNOWLEDGMENT - Individual

STATE OF ID, County of ADA, ss.

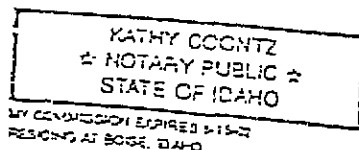
On this 9th day of Jan, in the year of 1998, before me

personally appeared Theresa Kathleen, notary public
known or identified to me to be the person whose name is subscribed
to the within instrument, and acknowledged to me that she executed the same.

Notary Public: [Signature]

Residing at: Boise

My Commission Expires: 8-15-2002



ACKNOWLEDGMENT - Individual

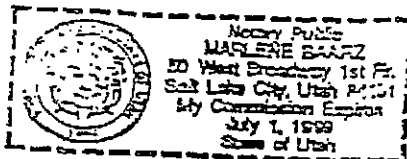
STATE OF Utah County of Salt Lake, ss.

On this 8th day of December, in the year of 1997, before me
~~notary public~~ MARLENE BAARZ, notary public
 personally appeared DIM IVAN MILLER
 known or identified to me to be the person whose name _____ subscribed
 to the within instrument, and acknowledged to me that he executed the same.

Notary Public: MARLENE BAARZ

Residing at: Sandy Utah

My Commission Expires: 7-1-99



ACKNOWLEDGMENT - Individual

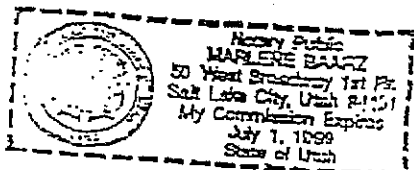
STATE OF Utah County of Salt Lake, ss.

On this 8th day of December, in the year of 1997, before me
MARLENE BAARZ, notary public
 personally appeared SHERYL DARLENE MILLER
 known or identified to me to be the person whose name _____ subscribed
 to the within instrument, and acknowledged to me that he executed the same.

Notary Public: MARLENE BAARZ

Residing at: Sandy Utah

My Commission Expires: 7-1-99



ACKNOWLEDGMENT - Individual

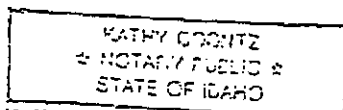
STATE OF ID County of ADA, ss.

On this 9th day of Dec, in the year of 1998, before me
~~notary public~~ KATHY COONITZ, notary public
 personally appeared DAVID R. COONITZ
 known or identified to me to be the person whose name _____ subscribed
 to the within instrument, and acknowledged to me that he executed the same.

Notary Public: KATHY COONITZ

Residing at: Ada

My Commission Expires: 8-15-2002



MY COMMISSION EXPIRES 8-15-2002
 RESIDING AT ADA, IDAHO

09/02/2004

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 61-12011

NAME AND ADDRESS: CINDER CONE BUTTE FARM LLC
5001 FIFESHIRE PL N
BOISE ID 83713

SOURCE: GROUND WATER

TRIBUTARY:

All water rights within Basin 61 are from connected sources of water in the Snake River Basin and shall be administered conjunctively.

QUANTITY: 3.400 CFS
680.000 AFY

The total instantaneous diversion of water from all points of diversion under Right 61-12011 shall not exceed 3.40 cfs, nor total combined annual volume of 680 af.

Rights 61-7306C, 61-7390, 61-12011 and 61-12012 when combined shall not exceed a total diversion rate of 17.31 cfs, a total annual maximum diversion volume of 3500 af at the field headgate.

PRIORITY DATE: 09/06/1974

POINT OF DIVERSION:

T02S R05E S20 SWSW Within ELMORE County
T02S R05E S20 SESW Within ELMORE County
T02S R05E S20 SESW Within ELMORE County
T02S R05E S20 SWSE Within ELMORE County
T02S R05E S20 SESE Within ELMORE County
T02S R05E S20 SESE Within ELMORE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	3.400 CFS 680.00 AFY

The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15, provided other elements of the right are not exceeded. the use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION Within ELMORE County

T02S R05E S16	NESW	2.0	T02S R05E S16	NWSW	18.0
T02S R05E S16	SWSW	40.0	T02S R05E S16	SESW	35.0
T02S R05E S17	NENW	10.0	T02S R05E S17	SENW	39.0
T02S R05E S17	NESW	39.0	T02S R05E S17	SESW	39.0
T02S R05E S19	NENE	32.0	T02S R05E S19	NWNE	32.0
T02S R05E S19	SWNE	32.0	T02S R05E S19	SENE	31.0
T02S R05E S20	NENE	34.0	T02S R05E S20	NWNE	34.0
T02S R05E S20	SWNE	38.0	T02S R05E S20	SENE	34.0

T02S R05E S20	NESW	37.0	T02S R05E S20	NWSW	37.0
T02S R05E S20	SWSW	37.0	T02S R05E S20	SESW	40.0
T02S R05E S20	NESE	36.0	T02S R05E S20	NWSE	40.0
T02S R05E S20	SWSE	40.0	T02S R05E S20	SESE	36.0
T02S R05E S21	NENW	33.0	T02S R05E S21	NWNW	33.0
T02S R05E S21	SWNW	34.0	T02S R05E S21	SENW	33.0

925 ACRES TOTAL

Use of this right with Right Nos. 61-7306C, 61-7390, and 61-12012 is limited to the irrigation of a combined total of 875 acres in a single irrigation season.

This right is limited to the irrigation of 170 acres within the place of use described above in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

The right holder shall accomplish the change authorized by Transfer 70097 within one (1) year of the date of the approval.

EXPLANATORY MATERIAL: License

This right does not grant any right-of-way or easement across the land of another.

After specific notification by the Department, the right holder shall measure the diversion or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

In Re SRBA	)	Water Rights: 61-7195A
	)	SPLITS – 61-12010 & 61-12011
Case No. 39576	)	NOTICE OF COMPLETED
	)	ADMINISTRATIVE
_____	)	PROCEEDING

IDWR has completed the following administrative proceeding:

☐ Address change

☐ Substitution of Party

XX IC § 42-222 transfer

☐ Point of diversion ☐ Place of use

☐ Period of use ☐ Nature of use

XX Split of water right ☐ Change in ownership

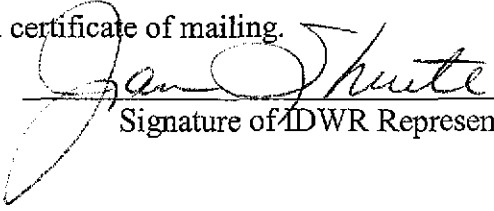
☐ Other

☐ IC § 42-219 license

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 9-2-04



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on September 2, 2004, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court	☐ overnight mail
Snake River Basin Adjudication	☒ regular mail
P.O. Box 2707	☐ hand-delivered
Twin Falls, ID 83303-2707	☐ facsimile

2. Copies to:

Clive Strong	☐ overnight mail
Off ice of the Attorney General	☒ regular mail
P.O. Box 44449	☐ hand-delivered
Boise, ID 83711-4449	☐ facsimile

United States Dept of Justice	☐ overnight mail
Environment & Natural Resource Div	☒ regular mail
550 West Fort Street MSC 033	☐ hand-delivered
Boise ID 83724	☐ facsimile

3. Copies to all parties to the subcase:

Corp Pres Bishop LDS Church	☐ overnight mail
Natural Resource Services	☒ regular mail
50 E North Temple St Fl 12	☐ hand-delivered
Salt Lake City, UT 84150-6321	☐ facsimile

Cinder Cone Butte Farm LLC	☐ overnight mail
5001 Fifeshire Pl N.	☒ regular mail
Boise, ID 83713	☐ hand-delivered
	☐ facsimile



Signature of person mailing this document



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 2, 2004

CINDER CONE BUTTE FARM LLC
5001 FIFESHIRE PL N
BOISE ID 83713

Dear Sir or Madam:

Enclosed is a copy of the Notice of Completed Administrative Procedure and pertinent water right(s) recently sent to the Snake River Basin Adjudication Court in Twin Falls. These documents are now required to be filed by the Department in order to notify the Court of any changes to your water right(s).

The change to your water right(s) was a result of an approved transfer. This notification to the Court does not affect the previous approval of this transfer or your water right(s). You will be notified of any future action on your water right(s) by the SRBA Court or Water Resources.

Please contact this office if you have any questions concerning this notification.

Sincerely,

A handwritten signature in cursive script that reads "Lori Harris".

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region Office

JS:lh
Enclosures