

RECEIVED

JAN 17 2002

AMENDED APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1WATER RESOURCES
WESTERN REGIONName of Applicant Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints Phone 801-359-1600Post Office address 139 E. South Temple, Suite 110, Salt Lake City, Utah 84111-1103

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 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	
	61-07195D	9/6/1974	3.4 cfs	Irrigation	04/01	to 10/31
						to

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	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 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 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 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 61-07195A will become 61-07195C.

Lot	1/4	1/4	1/4	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 61-07195A will become 61-07195C.

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

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 61-07195A will become 61-07195C, points of diversion will remain the same.

Lot	1/4	1/4	1/4	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 61-07195A will become 61-07195C, place of use will remain the same.

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	

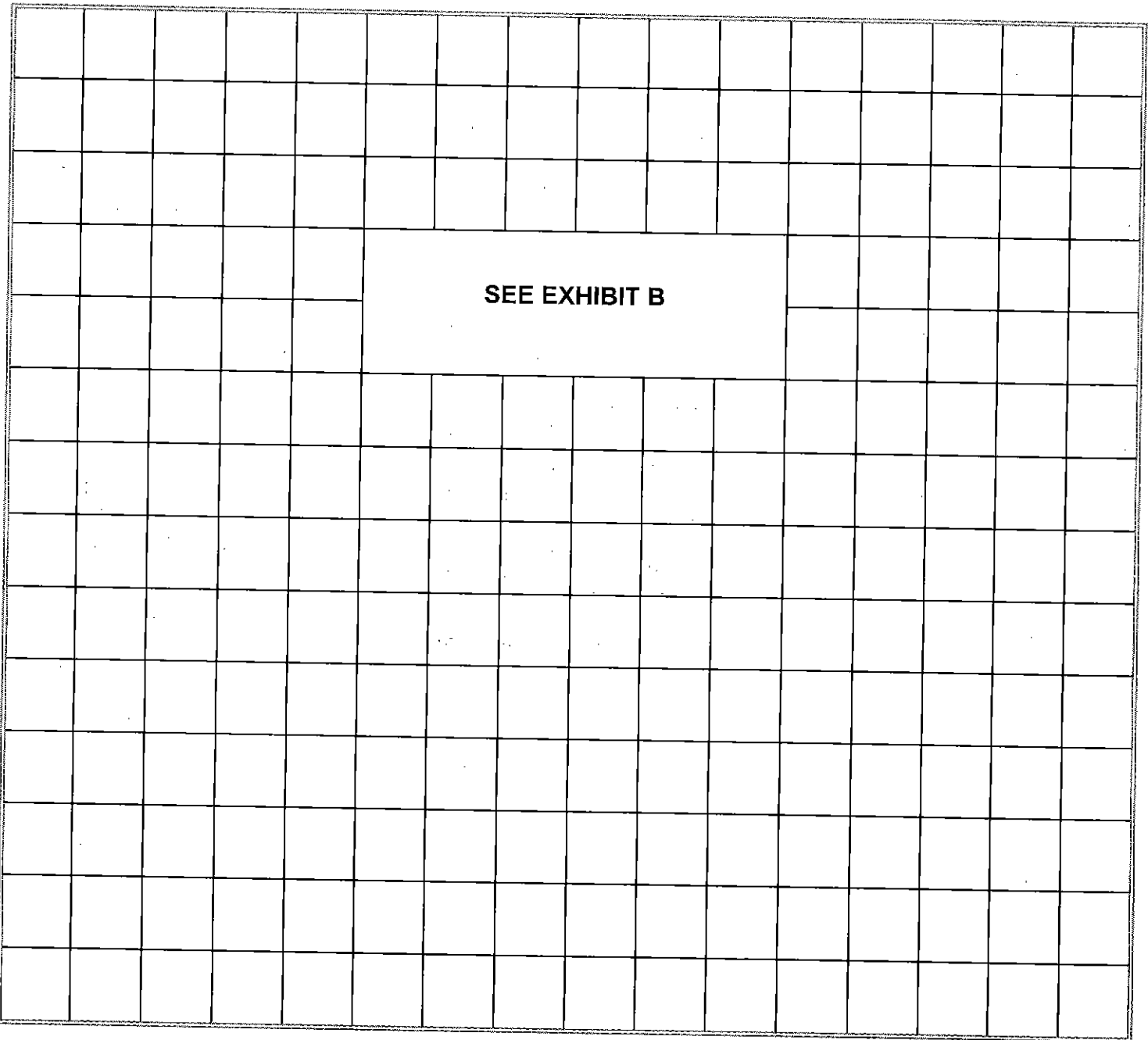
Total acres

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

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.



SEE EXHIBIT B

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

PART 3B. 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 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 in 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 63-07195D 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

11/13/2001

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 61-7195A

02S 05E 31	37.0	37.0	36.0	36.0	146.0
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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

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

305484

ELMORE COUNTY, IDAHO ss
Request of

FIRST AMERICAN

Time 4:32 PM
Date Monday 12/19/97
Book 11 Page 1
DOLORES ROBINSON
Recorder

By [Signature]
Deputy
Fee 33.00

FA-7140

P-162209 KC

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED

HERBERT R. MONTIERTE, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND HERBERT R. MONTIERTE AS PERSONAL REPRESENTATIVE OF THE ESTATE OF GOLDA DARLENE MONTIERTE DECEASED AS TO AN UNDIVIDED 33.33 % INTEREST, EDWARD RAY MONTIERTE AND SUSAN MONTIERTE, HUSBAND AND WIFE AS TO AN UNDIVIDED 33.33% INTEREST, RODNEY KENT MONTIERTE AND DOLLIE L. MONTIERTE, HUSBAND AND WIFE AS TO AN UNDIVIDED 11.88% INTEREST, KIM IVAN MILLER AND SHERYL 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 MICHELLE AND MARGO LYNN MICHELLE, 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 MONTIERTE AND SUSAN MONTIERTE 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 _____, ID.

Grantee _____ 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 this instrument, and acknowledged to me that _____ he _____ executed the same.

Notary Public: _____

Residing at: _____

My Commission Expires: _____

8162209 SIGNATURE PAGE

Herbert R. Montierth
HERBERT R. MONTIERTH

Herbert R. Montierth
HERBERT R. MONTIERTH AS PERSONAL 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

BLINCOE COUNTY, IDAHO AS
Request of

FIRST AMERICAN

Time 11:39 AM

Date February 18, 1998

Book Page

DOLGRES ROEISON

Recorder

By Deputy

Fee \$35.00

#1602009 SIGNATURE PAGE

HERBERT R. MONTIERTH

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

EDWARD RAY MONTIERTH

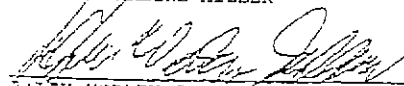
SUEAN MONTIERTH

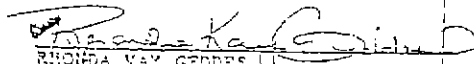
RODNEY KENT MONTIERTH

DOLLIE L. MONTIERTH

NIM IVAN MILLER

SHERYL DARLENE MILLER


RALPH WORLEY GEDDES


RHONDA KAY GEDDES


ALAN NICHOLLS

MARGO LYNN NICHOLLS

#182209 SIGNATURE PAGE

HERBERT R. MONTIERTH

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

EDWARD RAY MONTIERTH

SUSAN MONTIERTH

RODNEY WENT MONTIERTH

DOLLIE L. MONTIERTH

Kim Ann Miller
KIM IVAN MILLER

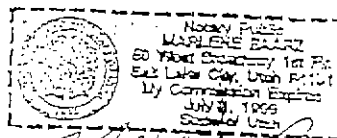
Sheryl Darlene Miller
SHERYL DARLENE MILLER

RALPH WORLEY GEDDES

RHONDA KAY GEDDES

ALAN NICHOLLS

MARGO LYNN NICHOLLS



Marlene Bailey

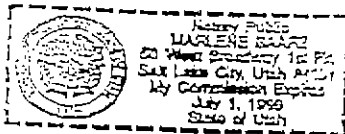
RECORDED 25 1997 03:37PM PIONEER TITLE COMPANY

8.6/12

ACKNOWLEDGMENT - Individual ☒

STATE OF Utah County of Salt Lake ss.

On this 8th day of December, in the year of 1997, before me
MARLENE BAATZ, notary public
personally appeared KIM 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.

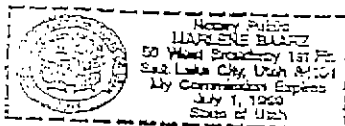


Notary Public: M. Baatz
Residing at: Sandy Utah
My Commission Expires: 7-1-99

ACKNOWLEDGMENT - Individual ☒

STATE OF Utah County of Salt Lake ss.

On this 8th day of December, in the year of 1997, before me
MARLENE BAATZ, notary public
personally appeared SHERYL MARLENE 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: M. Baatz
Residing at: Sandy Utah
My Commission Expires: 7-1-99

- Individual

STATE OF South Carolina County of Henry, ss.

On this 24th day of December, in the year of 1997, before me personally appeared Ralph G. Gribble, Jr., 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: James J. Ginn

Residing at: Daytona Beach SC.

My Commission Expires: 12/14 2006

ACKNOWLEDGMENT - Individual

STATE OF South Carolina, County of Worth, ss.

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

Notary Public: Juan Q. Carrion

Residing at: North Beach St

My Commission Expires: 19 July 2004

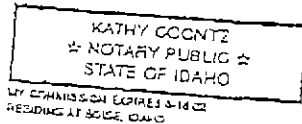
ACKNOWLEDGMENT - Fiduciary/Official

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

Notary Public: Kathy Coontz
Residing at: Boise
My Commission Expires: 8-15-2002



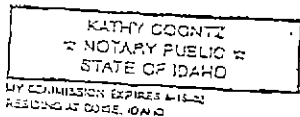
ACKNOWLEDGMENT - Individual

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. Monahan 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



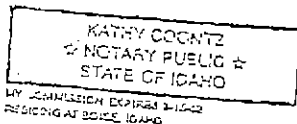
ACKNOWLEDGMENT - Individual

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. Monahan 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



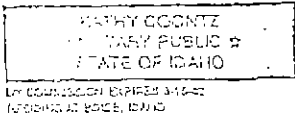
ACKNOWLEDGMENT - Individual

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. Monahan 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
Kathy Coontz, 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 COONTZ
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 8-15-2002
RESIDING AT BOISE, IDAHO

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
Kathy Coontz, 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 COONTZ
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 8-15-2002
RESIDING AT BOISE, IDAHO

Notary Public: Kathy Coontz
Residing at: Boise
My 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
Kathy Coontz, notary public
personally appeared Alan Richards
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 COONTZ
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 8-15-2002
RESIDING AT BOISE, IDAHO

Notary Public: Kathy Coontz
Residing at: Boise
My 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
Kathy Coontz, notary public
personally appeared Mercedes Marie Williams
known or identified to me to be the person whose name was subscribed
to the within instrument, and acknowledged to me that she executed the same.

KATHY COONTZ
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 8-15-2002
RESIDING AT BOISE, IDAHO

Notary Public: Kathy Coontz
Residing at: Boise
My Commission Expires: 8-15-2002

Exhibit "B"

PARCEL I:

TOWNSHIP 2 SOUTH, RANGE 4 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO
SECTION 25: SW $\frac{1}{4}$

PARCEL II:

TOWNSHIP 2 SOUTH, RANGE 4 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO
SECTION 36: SE $\frac{1}{4}$, NE $\frac{1}{4}$, NW $\frac{1}{4}$

PARCEL III:

TOWNSHIP 2 SOUTH, RANGE 5 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO
SECTION 29: W $\frac{1}{4}$ SW $\frac{1}{4}$, 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 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 SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence West 350 feet along the North boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$; 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 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: 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.

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 5: 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, 1975, as Instrument No. 131073, 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, 1975, as Instrument No. 131074, 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, 1975, as Instrument No. 131075, records of Elmore County, Idaho, described as follows:

CONTINUED

EXHIBIT "B" 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 & ALANN NICHOLLS, HUSBAND AND WIFE

AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF WATER RIGHT EXCHANGE OBLIGATION

County of Elmore } ss.

I hereby certify that this instrument is a true and correct copy of the original now on file and records in this office.

Dated: 12/11/98

12/11/98

12/11/98

12/11/98

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

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

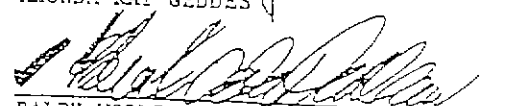
Rodney Kent Montierth

KIM IVAN MILLER



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:

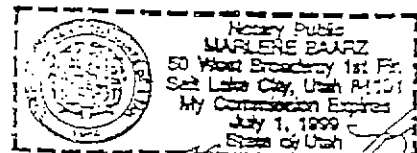
Herbert Ray Montierth, Jr.

Rodney Kent Montierth

Dollie L. Montierth

Edward Ray Montierth

Susan Montierth



[Signature]

SHERYL DARZENE MILLER

[Signature]

KIM IVAN MILLER

RHONDA KAY GEDDES

RALPH WORLEY GEDDES

MARGO LYNN NICHOLLS

ALAN NICHOLLS

BUYER:

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

305486

ELMORE COUNTY, IDAHO ss
Request of

FIRST AMERICAN

Time 4:20 P M
Date November 13, 1998
Book 11 Page

DOLORES ROBISON

Recorder

By [Signature]
Deputy
Fee \$33.00

By: [Signature]
Its: Authorized Agent

STATE OF IDAHO)
County of ADA) ss.

On this 16 day of ~~November~~ 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.

KATHY COONTZ
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 8-16-02
RESIDING AT BOISE, IDAHO

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

STATE OF IDAHO

County of ADA

) ss.

On this 16 day of ~~November~~ ^{October}, 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 ☆
STATE OF IDAHO

MY COMMISSION EXPIRES 3-15-62
RESIDING AT BOISE, IDAHO

NOTARY PUBLIC for Idaho

Residing at Boise, Idaho

My commission expires: 8-15-2002

STATE OF IDAHO

County of ADA

) SS.

On this 16 day of ~~November~~ ^{October}, 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.

JOSEPH COCENZ
NOTARY PUBLIC ★
STATE OF IDAHO

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

NOTARY PUBLIC for Idaho

Residing at Boise, Idaho

My commission expires: 6-15-2002

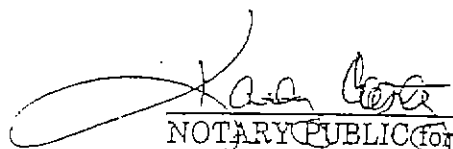
STATE OF IDAHO)

County of ADA)

) ss.

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

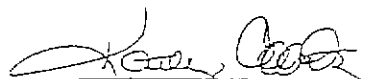
STATE OF IDAHO)

County of ADA)

) ss.

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

KATHY COONTZ
-- NOTARY PUBLIC --
STATE OF IDAHO

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

STATE OF Utah

County of Salt Lake

) ss.

December

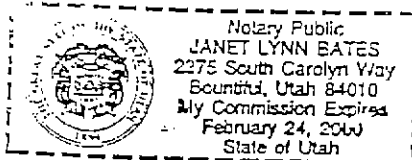
On this 9th day of December, 1997, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared John W. Creever, of the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation, known or identified to me to be the person 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

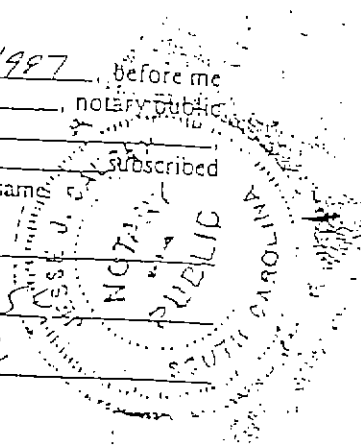
STATE OF South Carolina, County of Horry, ss.

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
to the within instrument, and acknowledged to me that he executed the same.

Notary Public: Jim J. Conroy

Residing at: Myrtle Beach SC

My Commission Expires: 19 July 2004



ACKNOWLEDGMENT - Individual

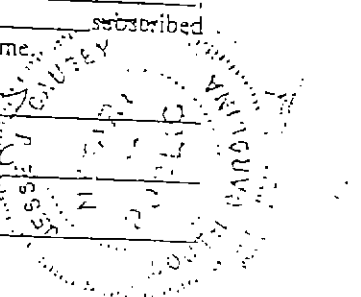
STATE OF South Carolina, County of Horry, ss.

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
to the within instrument, and acknowledged to me that he executed the same.

Notary Public: Jim J. Conroy

Residing at: Myrtle Beach SC

My Commission Expires: 19 July 2004



ACKNOWLEDGMENT - Individual

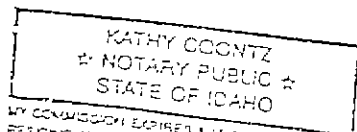
STATE OF ID, County of ADA, ss.

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

Notary Public: Kathy Conant

Residing at: Boise

My Commission Expires: 8-15-2002



ACKNOWLEDGMENT - Individual

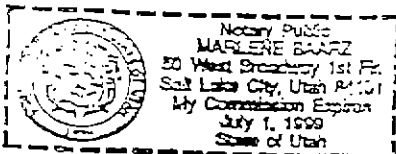
STATE OF Utah County of Salt Lake, ss.

On this 8th day of December, in the year of 1997, before me
MARLENE BAARZ, notary public
 personally appeared KIM 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

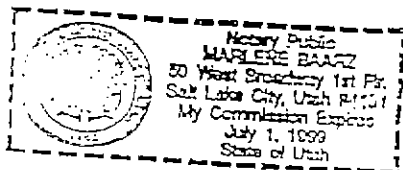
STATE OF Utah County of Salt Lake, ss.

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

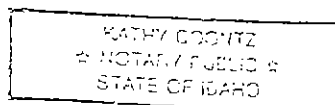
STATE OF ID County of ADA, ss.

On this 9th day of Jan, in the year of 1998, before me
KATHY COONIZ, notary public
 personally appeared LOREAN K. Y. COONIZ
 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 COONIZ

Residing at: ADA

My Commission Expires: 8-15-2002



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