

State of Idaho
District Court
SRBA T.O. #2707
TWIN FALLS, ID 83303-2707

2001 MAY 19 AM 10:45

CLERK OF DISTRICT COURT
TWIN FALLS CO., IDAHO
FILED

Dear Sirs,

Re: Case #39576 for Alice Denney

It is necessary, as you requested for notification of any pertinent information changes. I, Byron Denney, received your letters of partial decree from a cousin, recently. I am successor trustee to the property where this water decree is based. I am sending to you my name address & Power of Attorney, & certificate of death for one of the parties, and estate trust papers. Please let me know how else I may be of help. (I recently received original water right ~~to~~ papers from Alice's things.

dated 1953. Anyway, I trust
we may stay informed with
each other.

Byron E. Denney

P.O. Box 27

Armo, Id 83214-0027

Soc: 519529409

P.S. As Alice is aged (88) and
I am receiving her notices &
letters regarding the ranch & its
needs.

ever yours

Byron Denney

1072

2004 MAR 22 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

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)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
)
) Water Right 29-11427

NAME AND ADDRESS:

ALICE DENNEY

~~JULIA BLANCHARD~~

~~675 W GLOVER RD~~

~~ARIMO, ID 83214~~

BYRON DENNEY

Box 27

210 NELSON

ARIMO, ID 83214-0027

SOURCE: GROUND WATER

QUANTITY: 0.23 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 03/21/1900

POINT OF DIVERSION: T11S R37E S07 LOT 4 (SWSW) Within Bannock County

2004 MAR 22 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

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)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
)
) Water Right 29-02330

NAME AND ADDRESS:

ALICE DENNEY

~~JULIA BLANCHARD~~

~~675 W GLOVER RD~~

~~ARIMO, ID 83214~~

BYRON DENNEY

Box 27

210 NELSON

ARIMO, ID AND 83214

SOURCE: GROUND WATER

QUANTITY: 1.20 CFS
315.00 AFY

PRIORITY DATE: 02/27/1953

POINT OF DIVERSION: T11S R37E S07 LOT 3 (NWSW) Within Bannock County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 10-31	1.20 CFS
			315.00 AFY

PLACE OF USE: Irrigation Within Bannock County
T11S R37E S07 LOT 3 (NWSW) 52.0 LOT 4 (SWSW) 38.0
90.0 Acres Total

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

2072

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO
 IDAHO DEPARTMENT OF HEALTH AND WELFARE
 CENTER FOR VITAL STATISTICS AND HEALTH POLICY
CERTIFICATE OF DEATH

20205079

Date Filed **SEPTEMBER 18, 2001**

State File No. **2001-06569**

DECEDENT - NAME JULIA DENNEY BLANCHARD				AGE 88 YEARS	
DATE OF DEATH SEPT. 10, 2001		SEX FEMALE	SOCIAL SECURITY NUMBER 518-07-9317	DATE OF BIRTH JUNE 13, 1913	
BIRTHPLACE WYOMING		WAS DECEDENT EVER IN U.S. ARMED FORCES? NO		MARITAL STATUS MARRIED	
SURVIVING SPOUSE (if wife, maiden name) MERLIN W. BLANCHARD		CITY, TOWN OR LOCATION OF DEATH POCATELLO, IDAHO			
RESIDENCE STATE IDAHO		CITY, TOWN OR LOCATION ARIMO (ROBIN)			
FATHER - NAME EDWARD DENNEY				BIRTHPLACE ENGLAND	
MOTHER - FULL MAIDEN NAME JULIA ANN ENGLAND				BIRTHPLACE UTAH	
NAME AND ADDRESS OF MORTUARY HORSLEY FUNERAL HOMES, INC., MALAD CITY, IDAHO					
FUNERAL SERVICE LICENSEE E. SPENCE HORSLEY					
METHOD OF DISPOSITION BURIAL		TIME OF DEATH 4:00 A.M.		MANNER OF DEATH NATURAL	
CAUSE OF DEATH (underlying cause last)					Approximate Interval Between Onset and Death
ACUTE HEPATIC FAILURE					DAYS
DUE TO (or as a consequence of): HEPATIC VEIN THROMBOSIS					2 WEEKS
DUE TO (or as a consequence of): IDIOPATHIC THROMBOCYTOSIS					9 YEARS
DUE TO (or as a consequence of):					
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above NONE LISTED					AUTOPSY PERFORMED? NO
NAME OF CERTIFIER ERNEST FREDRICK HYDE JR., M.D.				TITLE OF CERTIFIER PHYSICIAN	
ACTION				NAME	
DATE OF INJURY		HOUR OF INJURY		INJURY AT WORK?	
DESCRIPTION OF HOW INJURY OCCURRED					
PLACE OF INJURY		LOCATION OF INJURY			

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO CENTER FOR VITAL STATISTICS AND HEALTH POLICY.

DATE ISSUED: **SEPTEMBER 19, 2001**

This copy is not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

Jane S. Smith
JANE S. SMITH
 STATE REGISTRAR

Declaration of Trust

This Declaration of Trust is made and entered effective the 6th day of September, 2002, by and between Alice Denney, a resident of Logan, State of Utah, hereinafter called Grantor and Alice Denney, hereinafter also referred to as Trustee.

Witnesseth:

WHEREAS, on December 29, 2001, Alice Denney executed that certain trust agreement known as the ALICE DENNEY TRUST; and

WHEREAS, pursuant to the provisions of Article I paragraph B of said Trust, Grantor retained the power to revoke and/or amend said trust by virtue of the following language:

B. REVOCATION, AMENDMENT AND WITHDRAWAL. The Grantor, by written instrument filed with the Trustee, may modify, alter or revoke this agreement in whole or in part and may withdraw any property subject hereto; provided, however, that the duties, powers and liabilities of the Trustee shall not be changed without written consent except as to revocation or withdrawal.

WHEREAS, Grantor has made and executed one (1) amendment to the original Trust Agreement and now wishes to have her intentions and desires expressed in a single document; and

WHEREAS, Grantor now desires to amend and restate in its entirety the Trust Agreement dated December 29, 2001, pursuant to provisions of paragraph B, Article I of the original trust. The date of December 29, 2001, shall continue to be utilized, not only for convenience of the Grantor but also to prevent the need to retransfer assets into the Trustees name, since the original Trustee (Alice Denney) has not been changed;

NOW, THEREFORE, in consideration of the premises and the covenants of the parties herein contained, it is agreed as follows:

THE
ALICE DENNEY TRUST
(REVOCABLE TRUST AGREEMENT)

I, ALICE DENNEY, Logan, Cache County, Utah, the Grantor herein, referred to as "Grantor", or "Trustor", hereby state and declare the terms and provisions of my trust to be known as the ALICE DENNEY TRUST intending to subject said property to the terms and conditions provided herein and hereby transfer and assign the property described in the Schedule A attached hereto, in trust to ALICE DENNEY, Trustee, herein referred to as "Trustee", to be held managed and distributed under the ALICE DENNEY TRUST as provided herein.

PROPERTY TO TRUST. All property now or hereafter made subject to the provisions of this agreement shall be held, managed and distributed as hereinafter provided. Any inter vivos or testamentary Trusts previously created by the Grantor are expressly revoked. Grantor may from time-to-time transfer or deliver to the Trustee cash, securities, business interests and other properties in addition to the property presently transferred and delivered, and all such property, known as the Trust estate, shall be included within this Trust without the necessity for execution of additional instruments or declarations.

SUCCESSOR TRUSTEE. In the event of the death, unavailability, disability or resignation of the initial Trustee then Grantor's nephew (once removed) Byron Denney shall serve as Successor Trustee. In the event Byron Denney is unable to serve for any reason, then Gary Blanchard, shall serve as Successor Trustee. If the named Trustee does not remain during the life of the Trust and fails to appoint a successor, then a Trustee shall be named by a majority of the primary beneficiaries, with a parent of legal guardian voting for minor beneficiaries. The issue of a deceased beneficiary shall collectively have one vote. If there are no individual persons who are named as primary beneficiaries or decedents of named beneficiaries, then the Joseph M. Chambers shall appoint a successor trustee, however in no event shall or may he appoint himself as successor trustee. All Trustees shall serve without bond, unless otherwise ordered by a Court. While still in office the Trustee shall be authorized to appoint a Successor Trustee.

ARTICLE I

A. FAMILY STATUS. Grantor is a single woman, never married, and with no children. Grantor has numerous nieces and nephew among whom are: niece, LouAnna Denney Fifield, 1423 Highland Drive, North Logan, Utah 84341 (daughter of Claudia Denney); and nephew once removed Byron Denney of Arimo, Idaho (son of Larry Denney, deceased, and Elizabeth Denney. Larry Denney is the son of Leroy Denney, Grantor's brother); and Gary Blanchard (son of Grantor's sister Julia Denney Blanchard who died September 10, 2001).

B. REVOCATION, AMENDMENT AND WITHDRAWAL. The Grantor, by written instrument filed with the Trustee, may modify, alter or revoke this agreement in whole or in part and may withdraw any property subject hereto; provided, however, that the duties, powers and liabilities of the Trustee shall not be changed without written consent except as to revocation or withdrawal.

C. **INCOME AND PRINCIPAL TO GRANTOR.** The Trustee shall pay the Trust net income and as much of the Trust principal to the Grantor whenever and as often as the Grantor requests. In the event of Grantor's incapacity, the Trustee may also pay such portions of the income and principal to or for the benefit of the Grantor as the Trustee, in Trustee's discretion deems necessary or advisable for support, care and comfort during the Grantor's lifetime, and to maintain Grantor's quality of life, without going into a nursing home if possible.

D. **EXPENSES, TRANSPORTATION AND TAXES.** The Trustee, in Trustee's discretion, taking into consideration insurance and other benefits, may pay all or part of the expenses of the Grantor's last illness, funeral and burial, and all taxes chargeable to the Grantor's estate by reason of the Grantor's death. The Trustee may pay or reimburse packing, storage and shipping expenses for personal property given under Grantor's Separate Written Disposition, Grantor's Will or this Trust.

ARTICLE II

Upon the death of Grantor, the property remaining after establishing reserves for the distribution as provided, shall be held and managed in further Trust or distributed as follows:

A. **SEPARATE WRITTEN DISPOSITION.** At the death of Grantor, the Trustee may distribute all of the Grantor's remaining personal effects, including any contents of the Grantor's residence, according to the terms in Grantor's Will (without the necessity of probate thereof) or by a separate written disposition specifying the Grantor's intent.

B. **SPECIFIC DISTRIBUTIONS AND DIRECTIONS.** See attached Schedule B, bearing Grantor's and witnesses' signatures, or as it may from time-to-time be replaced.

ARTICLE III

Except as otherwise stated, the following provisions shall apply to the Trust under this agreement:

A. **ACCRUED AND UNDISTRIBUTED INCOME.** Income accrued or unpaid on Trust property shall be treated as any other income when received into the Trust. Income accrued or in the hands of the Trustee for payment to an income beneficiary, at the termination of his, her or its interest shall go to the beneficiary entitled to the next succeeding interest in the proportions in which taking such interest. The Trustee shall not be required to prorate taxes or other expenses to the date of termination.

B. **ADMINISTRATIVE POWERS.** To carry out purposes of this agreement and subject to written instructions of the Grantor or any limitations stated elsewhere in this agreement, the Trustee shall have all the powers granted to Trustees under the provisions of Utah Code Annotated Section 75-7-401 to 75-7-408, in addition to any powers hereafter conferred by law. The Trustee may co-mingle shares of beneficiaries. The Trustee may invest in or continue to hold any property,

including shares of stock, repurchase agreements and other instruments issued by, and may utilize the discount services of, any recognized institution, including those of the Trustee itself, if such Trustee named happens to be an institution qualified under Utah Code Annotated Sections 7-5-1 to 7-5-13 or related provisions hereafter made by law, or by affiliated entities, so long as the Trustee considers such action to be in the best interest of the Trust. The Grantor acknowledges that any such Trustee may charge a fee for certain services, and may realize a profit from such services. Unless specifically limited, all discretions conferred upon the Trustee shall be absolute and their exercise conclusive on all persons interested in this Trust. The enumeration of certain powers to the Trustee herein shall not be construed as a limitation on the Trustee's power, it being the Grantor's intent that, to the extent not inconsistent with other provisions of this agreement, the Trustee shall have all the rights, powers and privileges that an absolute owner of the Trust property would have.

C. APPOINTMENTS OF TRUST PROPERTY. Appointments of Trust property, pursuant to a power, if any, granted in this agreement may be made absolutely or in Trust, to create future interests, joint tenancies or undivided interests, upon conditions, upon such estates, subject to such limitations and in such shares or proportions as shall be designated in the exercise of the power.

D. COMMINGLING OF ASSETS. The Trustee may retain or invest in undivided interests and commingle assets of the Trust property hereunder and shall not be required to physically segregate or partition undivided interests to separate beneficiaries.

E. COMPENSATION OF TRUSTEE. The Trustee shall be entitled to reasonable compensation for services, including services for the termination or revocation in whole or in part of the Trust. Such compensation shall be in addition to investment management fees.

F. DEALINGS WITH PERSONAL REPRESENTATIVE. The Trustee, in Trustee's discretion, may make loans at the prevailing rates of interest to the personal representative of the Grantor's estate on such terms and conditions as the Trustee shall determine and may purchase at the fair market value thereof, and retain as assets of the Trust any real and personal property held in the Grantor's estate. All such loans shall be for the purposes necessitated in paying the accounts discussed in Article I, paragraph C hereof.

G. DETERMINATION OF PRINCIPAL AND INCOME. The Trustee may determine what is principal or income of the estate and may apportion and allocate, in the Trustee's discretion, all receipts and expenses as between these accounts.

H. EXPENSES OF TRUST. The Trustee may pay out principal or income or partially out of each in such shares as the Trustee may determine, property taxes, assessments, the compensation of the Trustee, legal fees, travel, court costs and other litigation expenses and other expenses incurred in the administration or protection of the Trust property. This discretion may be exercised not only in the interest of the Trust, but for the benefit of any beneficiary. The income remaining after such expenditures as the Trustee shall elect to pay therefrom, shall constitute net income.

11-5

I. **GOVERNING LAW.** The validity and construction of this agreement shall be controlled by the laws of the State of Utah until situs is changed as determined by the Trustee.

J. **INSURANCE PAYABLE TO THE TRUSTEE.** The Trustee may compromise and adjust any dispute or controversy arising with respect to insurance policies and, in the Trustee's discretion, may exercise any settlement options under any policy.

K. **INCAPACITY.** When any beneficiary entitled to receive payments, or in the judgment of the Trustee, is incapacitated or mentally or physically impaired to the extent appointment of a Conservator would otherwise appear appropriate, the Trustee, in the Trustee's discretion may expend or apply any such payments for the benefit of such beneficiary or to the guardian of the beneficiary or to the person or persons with whom such beneficiary then resides.

L. **NON PRO-RATA DISTRIBUTIONS OF PROPERTY.** Distributions in satisfaction of pecuniary amounts may be made without making pro-rata distribution of specific assets and without the consent of any beneficiary.

M. **NOTICE TO TRUSTEE.** Until the Trustee receives written notice of any birth, death, marriage or other event upon which the right to receive payments from the Trust estate may depend, the Trustee shall incur no liability for disbursements of principal or income made in good faith to any persons whose interest may have been affected by that event.

N. **SEVERABILITY.** If any provisions of this agreement shall be unenforceable, the remaining provisions nevertheless shall be carried into effect.

O. **SIMULTANEOUS DEATH.** If the Grantor and any other beneficiary, or any primary and secondary beneficiary die simultaneously or under such conditions that it cannot be determined from credible evidence which was the first to die, the provisions shall be construed as though such other person interested under this agreement, shall be determined to have predeceased the Grantor, and any secondary beneficiary shall be deemed to have predeceased the primary beneficiary.

P. **SPENDTHRIFT CLAUSE.** The Trustee shall not recognize any transfer, mortgage pledge, hypothecation, order or assignment of any beneficiary by way of anticipation of income or principal. The income and principal of the Trust shall not be subject to transfer by operation of law and shall be exempt from the claims of creditors or other claimants and from orders, decrees, levies, attachments, executions and other legal and equitable process or proceedings to the fullest extent permissible by law.

Q. **RESIGNATION AND SUCCESSOR TRUSTEE.** A resigning Trustee shall endeavor to provide notarized notification to the Grantor (if different from the Trustee) and to the successor Trustee. In the event of the resignation or inability to act of the Trustee, all powers and duties of the Trustee shall be vested in and be exercisable by a successor Trustee. The Trustee shall not be liable for the accountings of a prior Trustee. Unless requested in writing by a person having a present or

2. **CHECKING, SAVINGS, CREDIT UNION, DEPOSITORY ACCOUNTS AT ZIONS BANK AND WELLS FARGO BANK.**

Zions Checking Acct. No. 124000054 0614863950761; and Wells Fargo Savings Acct. No. _____ held in the name of Grantor and Byron Denney, proceeds from which to be used for the purposes of the trust estate as provided in the Declaration of Trust.

3. **A. SECURITIES (STOCKS, BONDS AND CONTRACTS) OR OTHER INVESTMENTS AS FOLLOWS:**

- a. TIAA, Contract No. A195727-1; CREF Certificate No. P114708-6; 20 year annuity starting April 1, 1987. (Presently \$914.60 per month.) The balance is to become part of the residuary estate.

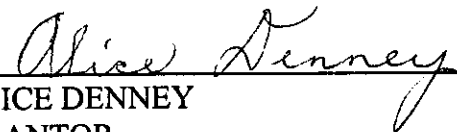
4. **INSURANCE: None.**

5. **OTHER PERSONAL PROPERTY:**

1974 Mercury; 1984 Chevrolet
Vehicles are to be sold and proceeds added to residuary estate.

6. **PLUS ALL CASH, PROMISSORY NOTES, REAL OR PERSONAL PROPERTY WHICH TRUSTOR MAY AT ANY TIME, NOW OR HEREAFTER, HOLD OR ACQUIRE, WHETHER OR NOT TRANSFERRED TO THE TRUSTEE, WITHOUT THE NECESSITY FOR EXECUTION OF ADDITIONAL INSTRUMENTS OR DECLARATIONS.**

EXECUTION: Originally dated December 29th 2001 and re-executed this 5th day of September, 2001.



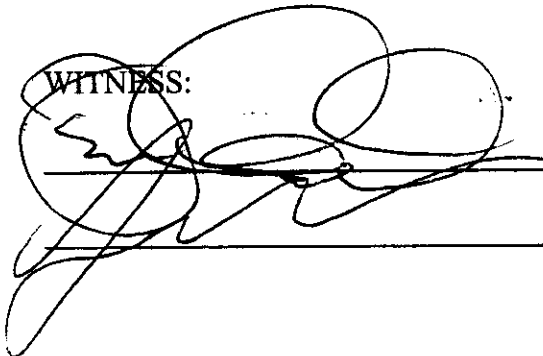
ALICE DENNEY
GRANTOR

TRUSTEE HEREBY ACCEPTS SUCH PROPERTY SUBJECT TO THE TERMS OF THE TRUST AS AMENDED AND RESTATED ABOVE.

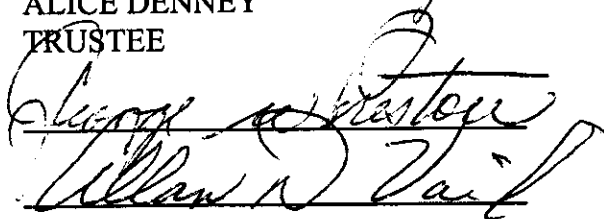


ALICE DENNEY
TRUSTEE

WITNESS:



George W. Denney



William D. Vail

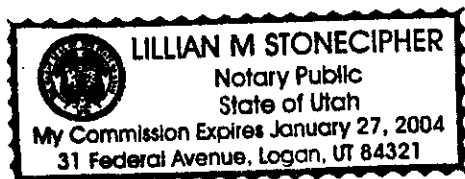
20307382

11-7

STATE OF UTAH)
) ss.
COUNTY OF CACHE)

On the 6th day of September, 2002, personally appeared before me ALICE DENNEY, signer of the within instrument who duly acknowledged to me that she executed the foregoing Schedule A of Trust Agreement as Grantor/Trustee.

Lillian M Stonecipher
NOTARY PUBLIC



future interest in the Trust, a successor Trustee shall have no duty to audit or investigate the accounts or administration of any prior fiduciary and shall have no duty to take any action to obtain redress for breach of Trust.

R. TERMINATION AND CERTAIN DISTRIBUTIONS IN TRUSTEE'S DISCRETION. If administration of the Trust property because of minimal value is no longer economically desirable, the Trustee may terminate the Trust and distribute the property of the Trust to the person or persons then entitled. It is Grantor's desire that the Trustee shall distribute in-kind such items of personal and household effects, collections and memorabilia not previously directed as the Trustee shall deem appropriate. The Trustee shall not be liable to any beneficiary for tax consequences because of the basis of any such property.

S. TERMINATION OF TRUST. Unless terminated at an earlier date under the provisions of Article II, the Trust shall terminate on the date which is 21 years after the date of the last day of the beneficiaries in being at the time of the death of the Grantor or those living on the date prior thereto when the Trust becomes revocable at the election of the Grantor, if that event shall first occur. Upon such termination, the Trust property shall be distributed to the person or persons then entitled the receive the income therefrom in the proportions specified, otherwise in equal shares.

IN WITNESS WHEREOF, the Undersigned Grantor, as Trustor and Trustee, hereby accepts appointment as initial Trustee and accepting custody of the property referred to as being part this Trust, have hereunto set their hands on the 6th day of September, 2002.

WITNESS AS TO ALL:

Alice Denney
ALICE DENNEY

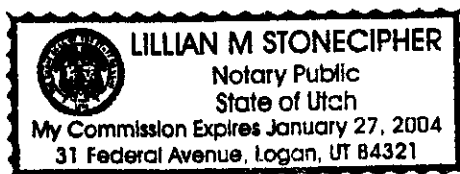
George W. Preston
Allan D. Zair

STATE OF UTAH)

)ss.

COUNTY OF CACHE)

On the 6th day of September, 2002 personally appeared before me ALICE DENNEY, signer of the within instrument who duly acknowledged to me that he executed the foregoing Trust Agreement as Trustor and as Trustee.



Lillian M Stonecipher
Notary Public

11/9

**SCHEDULE A
TO
ALICE DENNEY TRUST
(Amended and restated)**

THE PROPERTY ASSIGNED TO SAID TRUST IS AS FOLLOWS:

1. REAL PROPERTY: Grantor's interest in real property as follows:

- a. Her interest in property owned by Alice Denney, Julia Blanchard (Alice's sister who died September 10, 2001) and Bruce Blanchard (Julia's son, brother of Gary Blanchard) in Bannock County, in the Northeast Quarter of the Northeast Quarter, Section 12, Township 11 South, Range 36 East, containing 40 acres. Parcel No. 4431003901. (*This property appears to be titled in joint tenancy with right of survivorship. Therefore, absent any other evidence, Bruce Blanchard would inherit after Alice dies, as the surviving joint tenant. To change this, Alice needs a deed from Bruce, and he has promised one.)
- b. Her interest in property (originally deeded to Alice's father Edward Denney and to Alice's brother-in-law Merlin W. Blanchard January 15, 1958) in Virginia, Idaho, which is near Arimo Idaho, Bannock County, Idaho described as the Northeast Quarter of the Southeast Quarter of Section 12, Township 11 South, Range 36 East, Boise Base & Meridian, containing 40 acres. Parcel No. 431004000. (Alice has no interest in this property based on the 1958 deed, but Julia included in her July 22, 1987 trust with a February 25, 1988 deed. Paragraph 2(a) and (b) of the trust require this property to be deeded to Alice Denney because she survived Julia.)
- c. Her interest in property deeded January 29, 1954 from Julia Ann Denney (Alice's mother) to Alice Denney and Julia Denney Blanchard (Alice's sister who died September 10, 2001) in Bannock County, Township 11 South, Range 37 East, Section 7. Lots 3 (three) and 4 (four) containing 103.73 acres; Parcel No. 433006500; and Lots 1 (one) and 2 (two) containing 104.43 acres, Parcel No. 433005800. (*Alice appears to own an undivided one-half interest in this property because of this deed, but Julia included it in her July 22, 1987 trust with a February 25, 1988 deed. Paragraph 2(a) and (b) of the trust require this property to be deeded to Alice Denney because she survived Julia.)
- d. Property in Cache county, Utah, in the Southeast Quarter of the Southeast Quarter to Section 16, Township 11 North, Range 1 East, Salt Lake Base & Meridian, containing 11.37 acres, recorded in Book 222, Page 530, Cache County Recorder December 19, 1977, together with water rights given under a Certificate of Appropriation of Water, State of Utah Certificate No. 5108, dated March 7, 1956 for 0.885 second feet from Welch's Spring area in Cache County on the Bear River, which was originally appropriated to N.E. Welch and Ruby W. Welch. (Photocopy in attorney file); and five (5) shares of the Nibley Blacksmith Fork Irrigation Company Capital Stock

1140
ALICE DENNEY TRUST
(Amended and restated)
SCHEDULE "B"

20307382

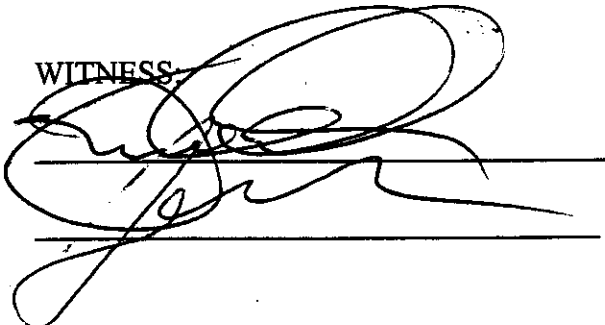
Distributions and Directions: As a supplement to Article II, Paragraph B, and pursuant to the trust provisions, the undersigned Grantor directs and requests the Trustee distribute her interest in real property and pay as follows:

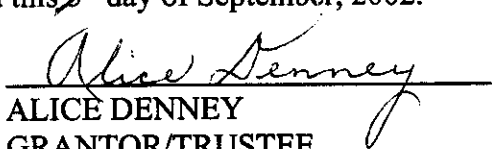
1. The property described in Schedule A, Part 1(a), 40 acres in the Northeast Quarter of the Northeast Quarter, Parcel No. 4431003901, is to be distributed to Gary Blanchard with the expectation he will use the ground for his cattle and for grazing, if he survives until distribution.
2. The property described in Schedule A, Part 1(b), 40 acres in the Northeast Quarter of the Southeast Quarter, Parcel No. 431004000, is to be distributed to Gary Blanchard with the expectation he will use the ground for his cattle and for grazing, if he survives until distribution.
3. The property described in Schedule A, Part (c), Alice Denney's interest in Parcel No. 433006500, 103.73 acres and Parcel No. 433005800 with 104.43 acres, which is the old Denney farm/house property also to be distributed to Byron Denney (son of Larry Denney, deceased. Larry is the son of Leroy Denney, Alice's brother) if he survives until distribution.
4. At the time of this Amendment Grantor states that she has or will shortly will subject the property described in Schedule A, Part 1(d), located in Cache County, Utah, to easement whereby the property will be maintained as a wildlife preserve or park. The property was acquired and maintained by the Grantor as horticultural property and it is her desire that it remain preserved to the greatest degree possible as a natural habitat; that no homes or other improvements be made to the property which would disturb its natural beauty. If possible, this property should be sold in a way that will allow it to be used for a wildlife park.
5. All remaining property, funds or assets are to be part of the residuary estate described in Paragraph 4 above.

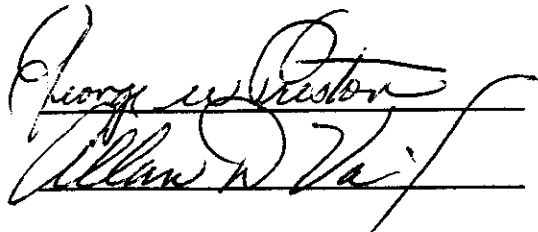
EXECUTION:

Originally dated December 29, 2001 and reexecuted this ^{6th} day of September, 2002.

WITNESS:




ALICE DENNEY
GRANTOR/TRUSTEE


George W. Grant
Allan D. Vail

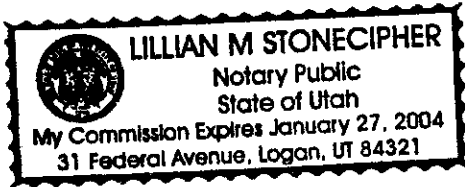
11-11

20307382

STATE OF UTAH)
) ss.
COUNTY OF CACHE)

On the 6th day of September, 2002, personally appeared before me ALICE DENNEY, signer of the within instrument who duly acknowledged to me that she executed the foregoing Schedule B of Trust Agreement as Grantor/Trustee.

Lillian M. Stonecipher
NOTARY PUBLIC



20307382

Byron Denney
RECORDED AT REQUEST OF

FEE 33 DEPUTY BP

2003 MAR 26 AM 8 51

OFFICIAL RECORD BK# 827
LARRY W CHAN RECORDER
CARTER COUNTY IDAHO

Durable Power of Attorney

(This Power of Attorney shall not be affected by the subsequent disability or incompetence of the Principal)

Know All Men By These Presents, that I:

ALICE DENNEY

residing in the City of Logan, County of Cache, and State of Utah, have made and appointed, and by this instrument do formally document the appointment of my niece and her son:

**ELIZABETH DENNEY
BYRON DENNEY**

as my true and lawful Attorney-in-Fact¹ for me and in my name, place and stead, from time to time, and at all times until this authority shall be revoked,² to do and perform any and all acts and to execute, sign, seal and deliver any and all instruments of every name and nature whatsoever, for and on my behalf, that I might or could do, perform execute, sign, seal and deliver were I personally present, including, but without limiting the generality of the foregoing by any specific enumeration, the following specific powers:

1. To nominate and/or petition for the appointment of my Attorney-in-Fact or any person my Attorney-in-Fact deems appropriate as primary, successor or alternate guardian, guardian ad litem or conservator or to any fiduciary office (all of such offices of guardian, et al, being hereinafter referred to as "Personal Representative") representing me or any interest of mine or any person for whom I may have a right or duty to nominate or petition for such appointment; to grant to any such Personal Representative all of the powers under applicable law that I am permitted to grant; and to waive any bond requirement for such Personal Representative that I am permitted by law to waive.

2. To make gifts, grants or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organizations as my Attorney-in-Fact shall select, including to or for the benefit of my Attorney-in-Fact. This provision specifically includes the power to start and/or continue any gifting program which my Attorney-in-Fact deems prudent whether or not such gifts may have the resulting effect of causing a disproportionate amount of my estate to pass to one or more of my children or their family members. In this regard I specifically empower my Attorney-in-Fact to make gifts to my children, their spouses, my grandchildren, great-grandchildren, or others as my Attorney-in-Fact deems prudent and necessary to reduce potential estate and inheritance taxes.

¹This Power of Attorney is a joint power of attorney. Any transaction having a cash value of \$500.00 or more requires both agents to sign and approve the transaction. Any transaction having a cash value of less than \$500.00 only requires one agent to sign and approve the transaction.

²Note: For the specific purpose of inducing any third party to act in accordance with or in reliance upon the terms and provisions contained in this instrument I represent, warrant and agree that notice of revocation will only be accomplished (absent actual knowledge of revocation) and effective, when notice of revocation is filed in the office of the Cache County Recorder, 179 North Main, Logan, Utah 84321.

3. To make gifts and create, and fund with my property, trusts, whether revocable or irrevocable and whether or not my Attorney-in-Fact is a beneficiary of such gifts or trusts.

4. To execute a revocable trust agreement with such trustee or trustees as my Attorney-in-Fact shall select which trust shall provide that all income and principal shall be paid to me, to some person for my benefit or applied for my benefit in such amounts as I or my Attorney-in-Fact shall request or as the trustee or trustees shall determine, and that on my death any remaining income and principal shall be paid to my personal representative, and that the trust may be revoked or amended by me or my Attorney-in-Fact at any time and from time to time; provided, however, that any amendment by my Attorney-in-Fact must be such that by law or under the provisions of this instrument such amendment could have been included in the original trust agreement; to deliver and convey any or all of my assets to the trust agreement; to deliver and convey any or all of my assets to the trustee or trustees thereof; to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time thereafter. **NOTE: The specific inclusion and limitations of this paragraph 4 shall not be interpreted as limiting in any manner the broad powers delegated in paragraphs 2 and 3.**

5. To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession; to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts (including the right to alter, amend, revoke or terminate) and to exercise any right to claim an elective share in any estate or under any will, and in exercising such discretion, my Attorney-in-Fact may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property.

6. To ask for, demand, sue for, recover, collect and receive all manner of goods, chattels, debts, rents, interest, dividends, insurance, sums of money, choses in action and demands of every kind and nature now due or hereafter to become due and owing or belonging to me; and to make, execute and deliver acquittance, receipts, releases, satisfactions and other discharges for the same, whether under seal or otherwise.

7. To have access to any and all vaults, custodian accounts and safe deposit boxes; to withdraw and change, in whole or in part, the contents of the same and to enter into leases for the same.

8. To endorse and deposit any monies, checks, notes, bonds, orders or other evidences of monies due with any bank, banker, trust company, corporation or agent, in my name or otherwise.

9. To make, execute, draw, accept, endorse, negotiate, acknowledge and deliver in my name or otherwise any deeds, mortgages, leases, drafts, promissory notes, checks, orders, withdrawal slips, counter checks, bonds, contracts, agreements, releases, mortgages and trust deeds, extensions of mortgages and trust deeds, satisfactions and reconveyances of mortgages and trust deeds, subordination agreements or other instruments in writing, negotiable or nonnegotiable, for

the payment of money or otherwise, and whether or not payable to, or for the benefit of, my Attorney-in-Fact.

10. To make, execute and deliver any reports, certificates, returns (including any and all federal, state and local tax returns), consents, waivers, releases or other papers to any governmental authority, agency or body in connection with any assessment, tax or demand relating to me or my property or my affairs; and to represent me personally or appoint attorneys or accountants to represent me to the fullest extent before the Internal Revenue Service and any and all other tax bureaus and bodies.

11. To enter into and take possession of any lands, real estate, tenements, houses, stores, buildings or parts thereof that may become vacant or unoccupied, or to the possession of which I may be or may become entitled; and to receive and take all or any rents, profits or issues of any property; and to let the same in such manner as to my Attorney-in-Fact shall seem necessary and proper, and from time to time to renew leases.

12. To purchase or otherwise acquire, sell, assign, deliver, exchange, pledge, transfer, mortgage, lease, hypothecate or otherwise dispose of any and all real and personal property of every kind and nature; and to do any act of management or conservation with respect to any such property.

13. To purchase or otherwise acquire any interest in and possession of real property and to accept all deeds for such property on my behalf; and, to manage, repair, improve, maintain, restore, build, or develop any real property in which I now have or may have an interest.

14. To buy, purchase, sell, repair, alter, manage and dispose of personal property of every kind and nature at private sale or public sale and to sign, execute and deliver assignments and bills of sale therefor.

15. To compound and compromise any debts, claims or demands now due me or hereafter to become due me; and to compromise, settle and adjust any and all disputes and questions concerning me or my property or my affairs.

16. To engage, appoint, employ, dismiss or discharge any lawyers, doctors, dentists, accountants, agents, brokers, auditors, bookkeepers, investment advisor and other persons to render services to me or my estate including employees or servants; and to pay them a reasonable compensation.

17. To take any and all steps and remedies proper for the conduct and management of my property and affairs and to execute general control and supervision over the same.

18. To exercise any one or all of the foregoing general and specific powers in such manner, to such extent, on such terms and conditions and through such nominees, agents or employees as in the absolute discretion of my Attorney-in-Fact may deem necessary, desirable or proper, all with full power of substitution and revocation, hereby ratifying and confirming all that my Attorney-in-Fact, or substitute or substitutes therefor, shall or may lawfully do or cause to be done by virtue hereof.

19. To take all lawful steps to recover, collect and receive any amounts of money now or hereafter owing or payable to me; and, to compromise and execute releases or other sufficient discharges for such amounts.

20. To make loans, secured or unsecured, in such amounts, upon such terms, with or without interest and to such firms, corporations, and persons my attorney-in-fact deems appropriate, including for the benefit of, my attorney-in-fact.

21. To institute, prosecute, defend, compromise, or otherwise dispose of (and to appear for me in any proceedings before any tribunal for the enforcement or for the defense of) any claim, either alone or in conjunction with other persons, relating to me or to any property of mine or any other persons; to obtain, discharge and substitute counsel and to authorize appearance of such counsel to be entered for me in any such action or proceeding; and, to compromise or arbitrate any claim in which I may be interested and for that purpose to enter into agreement or compromise or arbitration and perform or enforce any award entered in pursuant to such arbitration.

22. To lease, sublet, sell, release, hire professional managers, convey or mortgage any real property owned by me (including my residence) or in which I have an interest upon such terms and conditions and under such covenants as my Attorney-in-Fact shall determine, including the sale of my real estate and to sign, execute and deliver deeds and conveyances therefor.

23. To execute, deliver, and acknowledge deeds, deeds of trust, covenants, indentures, agreements, mortgages, hypothecations, bills of lading, bills, bonds, notes, receipts, evidences of debts, releases and satisfactions of mortgage, judgments, ground rents and other debts.

24. To collect, compromise, endorse, borrow against, hypothecate, release and recover any promissory note receivable, whether secured or unsecured, and any related deed of trust.

25. To borrow money for my account on whatever terms and conditions deemed advisable, including borrowing money on any insurance policies issued on my life for any purpose without any obligation on the part of such insurance company to determine the purpose for such loan or application of the proceeds, and to pledge, assign, and deliver the policies as security.

26. To apply for and to receive any and all government, insurance and retirement benefits to which I may be entitled, including but not limited to any Individual Retirement Account, retirement plan, retirement account, profit sharing, pension plan or employee welfare plans and to exercise any right to elect benefits or payment options; to terminate such benefits; to change beneficiaries or ownership of such benefits, including changing such to or for the benefit of, my attorney-in-fact, and, to assign rights or receive cash value in return for the surrender of any or all rights I may have in life insurance policies or benefits, annuity policies, plans or benefits, mutual fund and other dividend investment plans and retirement, profit-sharing and employee welfare plans and benefits.

27. To take custody of my stocks, bonds and other investments of all kinds, to give orders for the sale, surrender or exchange of any such investments and to receive the proceeds therefrom; to sign and deliver assignments, stock and bond powers and other documents required for any such

sale, assignment, surrender or exchange; to give orders for the purchase of stocks, bonds and other investments of any kind; to give instructions as to the registration thereof and the mailing of dividends and interest therefrom; and to deposit coupons attached to any coupon bonds, whether now owned by me or hereafter acquired.

28. To purchase for me United States of America Treasury Bonds of the kind which are redeemable at par in payment of federal estate taxes; to borrow money and obtain credit in my name from any source for such purpose, to make, execute, endorse and deliver promissory notes, drafts, agreements or other obligations for such bonds and, as security therefor, to pledge, mortgage and assign any stock, bonds, securities, insurance values and other properties, real or personal, in which I may have an interest; and, to arrange for the safekeeping and custody of any such Treasury Bonds.

29. To open or maintain accounts with stockbrokers (on cash or on margin); and, to buy, sell, endorse, transfer, hypothecate and borrow against any shares of stock, bonds or other securities.

30. At all meetings of shareholders (whether general, regular or special) of any corporation whose shares I own to vote on any questions which may arise at any such meeting, and to do everything respecting such shares of stock, including the calling of meetings of directors or stockholders or making and giving consents and ratifications, and any other act which I could do if personally present, intending hereby to confer upon my Attorney-in-Fact full power and authority to do (with reference to such shares of stock) everything which I might or could do as owner of such shares.

31. To continue the operation of any business belonging to me or in which I have a substantial interest in such manner as my Attorney-in-Fact may deem advisable or to sell, liquidate or incorporate any business (or interest therein) on such terms as my Attorney-in-Fact may deem advisable and in my best interests.

32. To procure, change, carry or cancel insurance of such kind and in such amounts as my Attorney-in-Fact deems advisable to protect from risks affecting property or persons due to liability, damage or a claim of any sort; to claim any benefits or proceeds on my behalf; and, to purchase medical insurance for any dependent of mine.

33. To join (if I am married) with my spouse or my spouse's estate in filing income or gift tax returns for any years for which I have not filed such returns and to consent to any gifts made by my spouse as being made one-half by me for gift tax purposes, even though such action subjects my assets to additional liabilities.

34. To prepare, sign and file federal, state and local, income, gift or other tax returns of all kinds, claims for refunds, requests for extensions of time, petitions to the United States Tax Court or other courts regarding tax matters and any and all other tax related documents, including, without limitation, receipts, offers, waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code 2032A, or its successor), power of attorney, and closing agreements; to exercise any elections I may have under federal, state and local tax law; and, generally to act on my behalf in all tax matters of all kinds and for all periods before all persons representing the

Internal Revenue Service and any other taxing authority, including receipt of confidential information and the posting of bonds.

35. To make gifts, as limited below, either outright or in trust or, in the case of minors, in accordance with the Uniform Gifts to Minors Act and, for gifts made in trust, to execute a deed of trust for such purpose designating one or more persons, including my Attorney-in-Fact, as original or successor trustees. This power includes the right to make additions to any existing trust and does not require my Attorney-in-Fact to treat the donees equally or proportionately and may entirely exclude one or more permissible donees. The pattern followed on the occasion of any such gift (or gifts) need not be followed on the occasion of any other gift (or gifts). The power to make such gifts, however, shall be limited as to donees to my spouse (if I am married) my issue and recognized charities (IRC §501(c)(3) organizations) and such gifts to any recipient shall be made in an amount not in excess of the then annual donee exclusion from the federal gift tax under the Internal Revenue Code.

36. To execute a deed of trust, designating one or more persons (including my Attorney-in-Fact) as original or successor trustee(s) and to transfer to the trust any or all property owned by me as my attorney may decide, provided that the income and principal of the trust shall either be distributable to me or to the guardian of my estate, or be applied for my benefit, and upon my death, any remaining balance of principal or unexpended income of the trust shall be distributed to my estate. Furthermore, this deed of trust shall be amendable and revocable at any time by me or my Attorney-in-Fact.

37. To add at any time any or all of the property owed by me to any trust in existence for my benefit when this power was created, provided that the income and principal of the trust shall either be distributable to me or to the guardian of my estate or be applied for my benefit during my lifetime and upon my death any remaining principal and unexpended income of the trust is directed to be distributed to my estate.

38. To withdraw and receive the income or corpus of any trust over which I may have a right of withdrawal, and to request and receive the income or corpus of any trust with respect to which the trustee therefor has the discretionary power to make distributions to or on my behalf, and to execute a receipt and release or a similar document of the property so received.

39. To convey or release any contingent or expectant interests in property, marital property rights, and any rights of survivorship incident to a joint tenancy or a tenancy by entirety.

40. To elect to take against the will and conveyances of my spouse after death; to disclaim any interest in property which I am required to disclaim as a result of such election; to retain any property which I have the right to elect to retain; to file petitions pertaining to the election, including petitions to extend the time for electing, and petitions for orders, decrees, and judgments; and, to take all other necessary actions to effectuate the election.

41. To release or disclaim on my behalf any interest in property (including but not limited to any power of appointment, either general or special in nature) acquired by me under any and all circumstances, including, but not limited to any payment devise, bequest or transfer to me as a result

of any person's death, or my being a designated beneficiary of any individual retirement account, insurance contract or bank account, or in any other manner whatsoever including by intestate, testate or inter vivos transfer, including through exercising or surrendering any right to revoke a revocable trust or exercising or surrendering a special or general power of appointment.

42. To renounce any fiduciary positions to which I have been or may be appointed, including (but not limited to) personal representative, trustee, guardian, Attorney-in-Fact, and officer or director of a corporation or political or governmental body; and, to resign such positions in which capacity I am presently serving.

43. To have the exclusive authority to give such consent (or withhold such consent) for such medical treatment to be performed on me and to authorize, arrange for, consent to, waive and terminate any and all medical and survival procedures on my behalf. I expressly confer upon my Attorney-in-Fact power to make all decisions concerning my treatment and care for sickness, disease, and disability, however caused, including, but not limited to, decisions concerning hospitalization, the administration and/or withholding of administration of medication, drugs, and heroic measures and life support paraphernalia of every description for and to me.

44. To arrange for my entrance to and care at any hospital, nursing home, health center, convalescent home, retirement home, or similar institution; and, to pay all costs for my care as my Attorney-in-Fact, based on medical advice, determined in good faith to be necessary and for my well-being.

Accordingly,

A. Except as my Attorney-in-Fact may waive any fees, such attorney shall be compensated as such in accordance with the fee schedule of a corporate fiduciary located in my county or domicile, which fiduciary my attorney may select and which schedule would be applicable if such corporate fiduciary were serving as a trustee of my assets.

B. All acts done by my Attorney-in-Fact pursuant to this power during any period of my disability or incapacity shall have the same effect and inure to the benefit and bind me and my successors in interest as if I were competent and not disabled.

C. This power may be accepted and relied upon by anyone to whom it is presented until such person either receives written notice of revocation by me or has actual knowledge of my death.

D. All actions of my Attorney-in-Fact shall bind me and my heirs, distributees, legal representatives, successors and assigns, and for the purpose of inducing anyone to act in accordance with or in reliance upon the powers I have granted herein, I hereby represent, warrant and agree that any third party receiving a duly executed copy or facsimile of this instrument (including an executed "Certificate of Authentication" and "Affidavit to Power of Attorney" may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I, for myself and for my heirs, executors, legal

representative and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relief upon the provisions of this instrument.

E. I revoke all prior General or Durable Powers of Attorney that I may have executed and I retain the right to revoke or amend this Power of Attorney and to substitute other attorneys in place of the Attorney-in-Fact appointed herein. Amendments to this Power of Attorney shall be made in writing by me personally (not by my Attorney-in-Fact) and they shall be attached to the original of this power of attorney.

F. I understand that this power of attorney is an important legal document. Before executing this document, my attorney explained to me the following:

(1) This document provides my Attorney-in-Fact with broad powers to dispose, sell, convey and encumber my real and personal property.

(2) The powers granted in this Power will exist for an indefinite period of time unless I limit their duration by the terms of this power or revoke this power. These powers will continue to exist notwithstanding my subsequent disability or incapacity; and

(3) I have the right to revoke or terminate this power at any time.

G. Questions pertaining to the validity, construction and powers created under this instrument shall be determined in accordance with the laws of the State of Utah.

This instrument is to be construed and interpreted as a Durable Power of Attorney in accordance with §75-5-501 of the Probate Laws of the State of Utah. This power of attorney shall not be affected by the disability of principal.

This instrument is to be construed and interpreted as a General Power of Attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said Attorney-in-Fact.

This Power of Attorney covers all of my real, personal, tangible and intangible property including but not limited to the following:

ALL PROPERTY - NO LIMITATIONS

This Power of Attorney shall become effective immediately.

The rights, powers, and authorities of said Attorney-in-Fact herein granted shall commence and be in full force and effect from the date hereof and shall remain in full force and effect until revoked by me in writing or until my death.

My Attorney-in-Fact shall use the following form when signing on my behalf pursuant to this Power:

/s/ ALICE DENNEY by: BYRON DENNEY and ELIZABETH DENNEY
By: BYRON DENNEY and ELIZABETH DENNEY, Attorney-in-Fact for
for ALICE DENNEY

IN WITNESS WHEREOF, and intending to be legally bound hereby, I have signed this
Power of Attorney this 20th day of March, 2002

Witness:

Erica J. Howard
Angela M. Young

Alice Denney
ALICE DENNEY

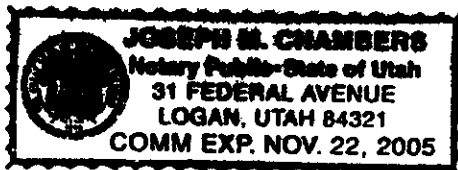
Attorney-in-Fact

Byron E. Denney
BYRON DENNEY
Elizabeth Denney
ELIZABETH DENNEY

STATE OF UTAH)
 ss:
County of Cache)

On this 20th day of March, 2002, personally appeared before me, a Notary Public in and for the said County and State, the above-named ALICE DENNEY, Principal who acknowledged the foregoing Power of Attorney to be her act and deed and desire that the same might be recorded as such according to law.

WITNESS my hand and Notarial Seal the day and year aforesaid.



[Signature]
Notary Public
Commission Expires:
Residing at: