

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
APR 25 2005

Department of Water Resources
Eastern Region

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>22-11822</u>	<u>(DOCUMENTS)</u>				
<u>22-11823</u>					

Ch Done
4/27/05
ABR

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

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

DEED, CONTRACT & TRUST DEEDS -

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s) Guy R. Hillman or Elva L. Hillman
Box 37, Driggs, Id.
4. New Owner/Claimant(s) The Guy Hillman Family Credit Shelter Trust
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address Box 37
- City, State and ZIP Code Driggs, Idaho 83422
- New Telephone Number (208) 354-2748
5. Date you acquired the property May August 26, 1995

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>22-11822</u>		
Water Use	Diversion Rate or Volume <u>0.060 CFS</u>	Description <u>well, 35' deep, 3/4 HP pump</u>
	(cubic feet per second or acre-feet per annum)	(acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	<u>0.060 CFS</u>	<u>well 35' deep, 3/4 HP pump</u>
Domestic	_____	_____
Other	_____	_____
Total	<u>0.060 CFS</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>22-11823</u>		
Water Use	Diversion Rate or Volume	Description
	(cubic feet per second or acre-feet per annum)	(acres, number and type of stock, homes, etc)
Irrigation	<u>0.400 CFS or 40.0 AFA</u>	<u>20 acres</u>
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	<u>0.400 CFS or 40.0 AFA</u>	

7. Signature of New Owner(s) or Claimant(s) E. L. Hillman
(include title if applicable)

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

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

April 21, 2005

RECEIVED

APR 25 2005

Department of Water Resources
Eastern Region

Allen B. Ruberry
Sr. Water Resource Agent
Adjudication Bureau

First of all, Thank you for the time you afforded me on March 29, I apologize again for my lack of preparation & understanding.

Enclosed you will find the documents you requested plus a General Power of Attorney for me to sign for my mother on any future correspondence. We would further request that claim number 22-11822 be changed from Commercial to Stock Water. Commercial use of the slaughter house has been discontinued.

Enclosures;

1. Form #42-248/42-1109(6) - Change on claim #22-11822 to Stock Water from Commercial
2. Quitclaim Deed; includes Legal property description
3. Death Certificate Copy of Gay R. Hillman
4. Certificate of Trust
5. Trust documents
6. County Plot map
7. General Power of Attorney - Elva Hillman to Kent Hillman
8. Notarized Letter as evidence of claim

If more information is required please contact me.

Kent Hillman

Phone = 208-354-2748

P.O. Box 37

Priggs, Id. 83422

JUN 13 1995

120253
Quitclaim DeedTETON Co. Id.
Clerk Recorder

THIS INDENTURE, made this 26 day of MAY, 1995, between Guy R. Hillman and Elva Hillman, husband and wife, Driggs, County of Teton, State of Idaho, the party of the first part and Guy R. Hillman and Elva L. Hillman, Trustees, or their successors in trust, under the HILLMAN LOVING TRUST dated 2/28/89, and any amendments thereto, whose complete mailing address is 258 N. Main, Driggs, County of Teton, State of Idaho, the party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and no/100 Dollars lawful money of the United States of America, to party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUITCLAIM, unto the said party of the second part, and to party of the second part's heirs and assigns, forever, all the following described real estate, situated int he County of Teton, State of Idaho, to-wit:

Tax No. 1073 in Lot 3, Sec. 2-4-45, described: Beg. at the NW Corner of Lot 3, Sec. 2-4-45, thence East 66 rods, more or less, to O. S. L. Right-of-way, thence Southeasterly along said right of way 845.5 feet, to quarter Section Line thence South along said line 480 feet, to SE corner of Lot 3, thence West 413 feet, thence Northwesterly along curve to the left 413 feet, more or less, thence West 627 feet, thence North 300 feet, more or less, thence West 627 feet, thence North 300 feet, thence West 100 feet, thence South 431 feet, thence West 39.5 feet, to SW Corner of said Lot 3, thence North 1341.8 feet, to beginning, containing 36 acres, more or less, together with all fixtures and equipment that the slaughterhouse now contains.

TOGETHER with all water and water rights, ditches and ditch rights, used thereon or appurtenant thereto.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof;

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, and to party of second part's heirs and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural.

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

Gary R. Hillman
Elva L. Hillman

120253

FILED

AT THE REQUEST OF

Elva Hillman

AT 07 MINUTES PAST 4 P M

DATE June 13, 1995

Asa J. Drake

CLERK OF RECORDER

BY Nora Rigby
DEPUTY

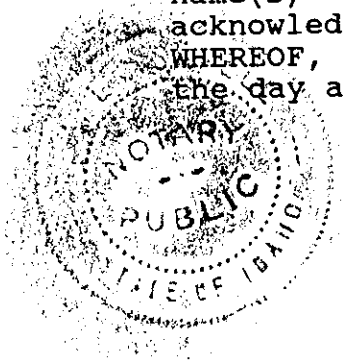
Filed _____
Indexed _____
Platted _____

120253

STATE OF Idaho) ss.
COUNTY OF Teton)

On this 26 day of MAY in the year 1995,
before me G. Sewell, a Notary Public in and for said
State, personally appeared GUY R. HILLMAN and
EWAL L. HILLMAN known to me to be the person(s) whose
name(s) is/are subscribed to the within instrument, and
acknowledged to me that ~~he~~/they executed the same. IN TESTIMONY
WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first above written.

[Signature]
Notary Public for the State
of Idaho, Residing at 17166
My Commission Expires: Life



CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
COOPERATIVE CENTER FOR HEALTH STATISTICS

CERTIFICATE OF DEATH

DATE FILED: AUGUST 30, 1995

STATE FILE NUMBER: 95-05192

DECEDENT: GUY ROY HILLMAN

DATE OF DEATH: AUG. 22, 1995 PLACE OF DEATH: DRIGGS, IDAHO

DATE OF BIRTH: MAY 18, 1927 PLACE OF BIRTH: IDAHO

AGE: 68 YEARS SEX: MALE VETERAN? NO

MARITAL STATUS: MARRIED SPOUSE (MAIDEN): ELVA LAURITZEN

SOCIAL SECURITY NUMBER: 519-28-7981 RESIDENCE: DRIGGS, IDAHO

FATHER: ROY HILLMAN
FATHERS BIRTHPLACE: UTAH
MOTHER (MAIDEN): IVA VALENTINE
MOTHERS BIRTHPLACE: IDAHO

MORTUARY: WADE FUNERAL HOME
MORTICIAN: MARK L. WADE

ASHTON, IDAHO
DISPOSITION: BURIAL

CERTIFYING PHYSICIAN: LAWRENCE T. CURTIS, MD

AUTOPSY: NO

1. CAUSE OF DEATH, UNDERLYING CAUSE LAST:

INTERVAL

METASTATIC COLON CANCER

2 YEARS

2. OTHER CONDITIONS CONTRIBUTING TO DEATH BUT UNRELATED TO ABOVE CAUSES:

NONE LISTED

MANNER OF DEATH: NATURAL

I certify that this is a true and correct reproduction or abstract of an official
record filed with the IDAHO COOPERATIVE CENTER FOR HEALTH STATISTICS.

AUGUST 31, 1995

DATE ISSUED: _____

Jane S. Smith
JANE S. SMITH
State Registrar

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CERTIFICATION OF TRUST
(Pursuant to I.C. §§ 68-114 through 119)

This Certification of Trust in Affidavit form is provided pursuant to I.C. §§ 68-114 through 119 and is presented in lieu of a copy of the referenced trust instrument so as to establish the existence of the Trust, the Trustees of the Trust, and various provisions of the Trust.

AFFIDAVIT

ELVA L. HILLMAN, being first duly sworn on oath, deposes and says:

1. Affiant represents, pursuant to I.C. § 68-115(2) that the Trust described herein which was amended and restated on December 28, 1989 has not been revoked or further amended in such a way as would make any representations contained in this Certificate incorrect. Affiant further represents that the signature set forth below is that of all sole and the currently acting Trustee of the ELVA HILLMAN MARITAL TRUST and THE GUY HILLMAN FAMILY CREDIT SHELTER TRUST, each of which are sub trusts created by and stated in the HILLMAN LOVING TRUST dated 28th December, 1989.

2. Affiant represents that she is the sole Trustee of the HILLMAN LOVING TRUST, governed by that certain Trust Agreement dated 28th December, 1989. Attached to this Certificate is a true and correct copy of pages one and two of the Trust Agreement which describes the creation of the Trust and confirms the original appointment of GUY R. HILLMAN and ELVA L. HILLMAN, as the initial Trustees. GUY R. HILLMAN died August 22, 1995, and ELVA L. HILLMAN is the current acting Trustee of each trust contained therein.

3. That attached to this Certificate are pages 33 through and including 36 of the Trust Agreement, which are true and correct copies of the powers and authority granted to the Trustee to transact business on behalf of the Trusts and which establish ELVA L. HILLMAN, as sole successor trustee.

4. That also attached to this Certificate is a copy of page 55 of the Trust Agreement, which a true and correct copy of the signature and acknowledgment page of the Trust and which evidences that the Trust is in actual existence.

5. That the contents of this Affidavit are true and correct and the copies attached are true and correct copies of the original Trust Agreement. The Trust has not been revoked or further amended so as to make any representations contained in the Certification incorrect.

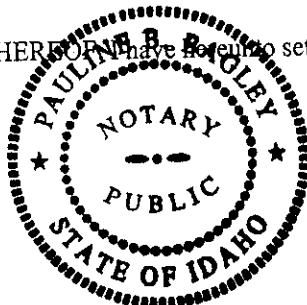
DATED this 29 day of June, 2004.

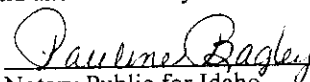

ELVA L. HILLMAN, Trustee

STATE OF IDAHO)
COUNTY OF TETON : ss.
BONNEVILLE)

On this 29 day of June, 2004, before me the undersigned, a Notary Public for the State of Idaho, personally appeared ELVA L. HILLMAN, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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




Notary Public for Idaho
Residing at: Victor
My Commission Expires: 8/2005

THE HILLMAN LOVING TRUST

ARTICLE ONE

THE CREATION OF OUR TRUST

Section 1. Our Trust

We are husband and wife. This is our Trust, dated December 28, 1989, by GUY R. HILLMAN, the husband Trustmaker, ELVA L. HILLMAN, the wife Trustmaker, and the initial Trustees:

GUY R. HILLMAN

ELVA L. HILLMAN

Our Trust is a joint revocable living trust. For purposes of this agreement and for all legal purposes, our trust will be referred to as THE HILLMAN LOVING TRUST. All references to "our trust" or "trust," unless otherwise stated, shall refer to THE HILLMAN LOVING TRUST and the trusts created in it. All references to "Trustee" shall refer to our initial Trustee or Trustees, or their successor or successors in trust.

When the term "Trustmaker" is used in our trust, it shall have the same legal meaning as "Grantor," "Settlor," "Trustor," or any other term referring to the maker of a trust.

Notwithstanding anything in our trust to the contrary, when we are serving as Trustees under our trust, either of us may act for and conduct business on behalf of our trust as a Trustee without the consent of any other Trustee.

Section 2. The Name of Our Trust

For convenience, our trust shall be known as the:

THE HILLMAN LOVING TRUST, dated December 28, 1989

For purposes of beneficiary designations and transfers directly to our trust, our trust shall be referred to as:

GUY R. HILLMAN and ELVA L. HILLMAN, Trustees,
or their successors in trust, under THE HILLMAN LOVING TRUST
dated December 28, 1989, and any amendments thereto.

ARTICLE TWO**OUR FAMILY**

The names and birth dates of our children are:

Name**Birth Date**

Richard G. Hillman

February 3, 1947

Kent L. Hillman

March 31, 1951

Michael R. Hillman

October 22, 1957

All references to our children in this agreement are to these children, as well as any children subsequently born to us or legally adopted by us.

THE TRUST - 2

ARTICLE FIFTEEN

THE RESIGNATION, REPLACEMENT, AND SUCCESSION OF OUR TRUSTEE

Section 1. The Resignation of a Trustee

Any Trustee may resign by giving thirty days written notice to each of us or to our respective legal representatives. If either us is not living, the notice shall be delivered to the Trustees and to all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income from any trust created under this agreement.

If a beneficiary is a minor or is legally incapacitated, the notice shall be delivered to that beneficiary's legal representative.

Section 2. The Removal of Trustee

Any Trustee may be removed as follows:

a. Removal by Us

We reserve the right to remove any Trustee at any time, but only if we both agree.

b. Removal by One of Us

After one of us dies or during any period that one of us is disabled and the other Trustmaker is living and is not disabled, the surviving nondisabled Trustmaker may remove any Trustee.

c. Removal by Other Beneficiaries

After the death or incapacity of both of us, a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement may remove any Trustee.

d. Notice of Removal

Neither of us, nor any of our beneficiaries, need give any Trustee being removed any reason, cause, or ground for such removal.

Notice of removal shall be effective when made in writing either by:

Personal delivery to the Trustee and securing a written receipt,
or

Mailing notice in the United States mails to the last known address of the Trustee by certified mail, return receipt requested.

Section 3. Replacement of Trustees

Whenever a Trustee is removed, dies, resigns, becomes legally incapacitated, or is otherwise unable or unwilling to serve, that Trustee shall be replaced as follows:

a. **The Death or Disability of a Trustee While We are Serving as Trustees**

We may serve as the only Trustees or we may name any number of Trustees to serve with us. If any of these other Trustees subsequently die, resign, become legally incapacitated, or are otherwise unable or unwilling to serve as a Trustee, we may or may not fill the vacancy, as we both agree.

b. **Disability Trustees of GUY R. HILLMAN**

Upon the disability of GUY R. HILLMAN, the following shall serve as disability Trustee:

ELVA L. HILLMAN

If the nondisabled Trustmaker is then serving as a Trustee, she shall continue to serve upon the disability of GUY R. HILLMAN.

If a disability Trustee is unwilling or unable to serve or cannot continue to serve for any other reason, then the following shall be named as successor disability Trustees in the order in which their names appear:

KENT L. HILLMAN

RICHARD G. HILLMAN

MICHAEL R. HILLMAN

c. **Disability Trustees of ELVA L. HILLMAN**

Upon the disability of ELVA L. HILLMAN, the following shall serve as disability Trustee:

GUY R. HILLMAN

If the nondisabled Trustmaker is then serving as a Trustee, he shall continue to serve upon the disability of ELVA L. HILLMAN.

If a disability Trustee is unwilling or unable to serve or cannot continue to serve for any other reason, then the following shall be named as successor disability Trustees in the order in which their names appear:

KENT L. HILLMAN

RICHARD G. HILLMAN

MICHAEL R. HILLMAN

d. **Death Trustees of GUY R. HILLMAN**

On the death of GUY R. HILLMAN, the following Trustee shall replace our initial Trustees, if they are then serving, or our disability Trustees, if they are then serving:

ELVA L. HILLMAN

If the surviving Trustmaker is then serving as a Trustee, she shall continue to serve upon the death of GUY R. HILLMAN.

If a death Trustee is unwilling or unable to serve as a Trustee or cannot continue to serve for any other reason, then the following shall be named as successor death Trustees in the order in which their names appear:

KENT L. HILLMAN

RICHARD G. HILLMAN

MICHAEL R. HILLMAN

e. **Death Trustees of ELVA L. HILLMAN**

On the death of ELVA L. HILLMAN, the following Trustee shall replace our initial Trustees, if they are then serving, or our disability Trustees, if they are then serving:

GUY R. HILLMAN

If a death Trustee is unwilling or unable to serve as a Trustee or cannot continue to serve for any other reason, then the following shall be named as successor death Trustees in the order in which their names appear:

KENT L. HILLMAN

RICHARD G. HILLMAN

MICHAEL R. HILLMAN

f. **Successor Trustees**

If a successor Trustee is unwilling or unable to serve during the period in which I am disabled or after my death, the next following successor Trustee shall serve until the successor Trustees so named have been exhausted.

A Trustee may be listed more than once in this Section 3 or an initial Trustee may also be named as a disability Trustee or a Trustee who will serve at death. Naming a Trustee more than once is done as a convenience only and is not to be construed as a termination of that Trustee's trusteeship.

g. Unfilled Trusteeship

In the event no named Trustees are available, a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement shall forthwith name a corporate fiduciary.

If a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement cannot agree on a corporate fiduciary, any beneficiary can petition a court of competent jurisdiction, ex parte, to designate a corporate fiduciary as a Trustee.

The court that designates the successor Trustee shall not acquire any jurisdiction over any trust created under this agreement, except to the extent necessary to name a corporate fiduciary as a successor Trustee.

Section 4. Corporate Fiduciaries

Any corporate fiduciary named in this trust agreement or appointed by a court of competent jurisdiction as a Trustee must be a bank or trust company situated in the United States having trust powers under applicable federal or state law.

Section 5. Powers and Liabilities of Successor Trustee

Any successor Trustee, whether corporate or individual, shall have all of the rights, powers, and privileges, and be subject to all of the obligations and duties, both discretionary and ministerial, as given to the original Trustee.

Any successor Trustee shall be subject to any restrictions imposed on the original Trustee.

No successor Trustee shall be required to examine the accounts, records and acts of any previous Trustee. No successor Trustee shall in any way be responsible for any act or omission to act on the part of any previous Trustee.

requested to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

e. Applicable State Law

The validity of this trust shall be determined by reference to the laws of the state of Idaho.

Questions with regard to the construction and administration of the various trusts contained in this agreement shall be determined by reference to the laws of the state in which the trust is then currently being administered.

f. Duplicate Originals

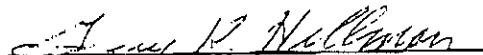
This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

g. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

We have executed this agreement the day and year first written above.

We certify that we have read our foregoing revocable living trust agreement, and that it correctly states the terms and conditions under which our trust property is to be held, managed, and disposed of by our Trustee. We approve this revocable living trust in all particulars, and request our Trustee to execute it.


GUY R. HILLMAN, Trustmaker


ELVA L. HILLMAN, Trustmaker


GUY R. HILLMAN, Trustee


ELVA L. HILLMAN, Trustee

THE TRUST - 55

EXHIBIT "A"

Parcel #4 (RP 04N45E022400 A)

Description: Pasture land south of Driggs

Legal Description: Tax #1073: Beginning at the Northwest Corner of Lot 3, Section 2, Twn. 4 North, Rge. 45 EBM and running thence East 66 rods (1089 feet) to the OSLRR right-of-way, thence southeasterly along the right-of-way 845.5 feet to quarter section line, thence South along said line 480 feet to the Southeast Corner of Lot 3, then West on a curve to the North 535 feet, more or less, then West 660 feet, more or less, then North 300 feet, then West 100 feet, then North 845 feet to the point of beginning.

Acres: 36±

Improvements: Slaughter house

GENERAL POWER OF ATTORNEY

We, ELVA L. HILLMAN of Driggs, Idaho, designate and appoint KENT L. HILLMAN of Driggs, Idaho, as our attorney-in-fact and agent (subsequently called "agent") to act in our names and for our benefit. We grant to our agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as we might or could do if personally present and fully competent, hereby ratifying and confirming all that our agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

1. **General Grant of Power.** Our agent shall have power to exercise or perform any act, power duty, right or obligation whatsoever that we now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by us, including, without limitation, the powers specifically enumerated in this instrument. Generally, our agent shall have power to do and perform all matters, transact all business, and make, execute, and acknowledge all contracts, orders, deeds, mortgages, leases, assignments, assurances, and instruments of every kind which may be requisite or proper to effectuate the purposes of this general power of attorney.

2. **Specific Powers.** Without in any way limiting the generality of the power and authority conferred upon our agent by this instrument, our agent shall have and may exercise each of the following specific powers:

a. **Power to Acquire and Sell.** To acquire, purchase, exchange, grant options and sell, assign, release, convey, mortgage, hypothecate, lease, and accept and take possession of real and personal property and interests therein, both tangible and intangible, upon such terms, conditions, and covenants as our agent shall deem proper and to sign, seal, execute and deliver and acknowledge such deeds, leases, contracts, assignments, indentures, agreements, mortgages, deeds of trust, bills of sale, security agreements and related forms, exchange agreements, bills, bonds, notes, receipts, releases and satisfactions of mortgages, security interests, and judgments, and such other instruments in writing as shall be proper.

b. **Borrowing and Banking Powers.** To borrow moneys on our behalf and to sign, seal, execute, deliver and acknowledge on our behalf such promissory notes, bills, bonds, or other evidence of indebtedness and such mortgages, deeds of trust, security agreements, pledges, or other documents to secure the payment of borrowed funds as our agent shall deem proper. To make, receive, and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit in banks, savings and loan associations, and other financial institutions, and to release such mortgages, deeds of trust, or other security instruments as may be necessary or proper in the exercise of the rights and powers herein granted.

c. **Powers of Collection and Payment.** To forgive, request, demand, sue

for, recover, collect, receive and hold all sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, medicare, insurance and other contractual benefits and proceeds, all documents of title, all property and property rights, real or personal, intangible and tangible, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to us or in which we have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in our name and for the collection and recovery thereof including the enforcement of mortgages, deeds of trust, and security instruments, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for us, on our behalf, and in our name, all endorsements, releases, receipts, or other sufficient discharges for the same. To pay and discharge all debts and demands due and payable or which may hereafter become due and payable by us to any person or persons whomsoever.

d. **Management Powers.** To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, partition, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein that we now own or may hereafter acquire, upon such terms and conditions as our agent shall deem proper, and to transfer any or all of our assets to the trustee of any revocable living trust which we may have created.

e. **Motor Vehicles.** To apply for a certificate of title upon, and endorse and transfer title to, any motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

f. **Business Interests.** To conduct or participate in any lawful business of whatever nature; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.

g. **Tax Powers.** To prepare, sign, and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign, and file gift tax returns with respect to gifts made by us for any year or years; to consent to any gift and to utilize any gift-splitting provision or other tax election; and to prepare, sign, and file any claims for refund of any tax.

h. **Safe Deposit Boxes.** To have access at any time or times to any safe deposit box rented by us, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to us or our estate as a result of permitting our agent to exercise this power.

i. **Gift Transactions.** To have the power to make gift transactions as follows:

(1) To make gifts to organizations, whether charitable or otherwise, to which the principal has made gifts, and to satisfy pledges made to organizations by the principal;

(2) To make gifts on behalf of the principal to the principal's spouse, children, and other descendants or the spouse of any child or other descendant, either outright or in trust, for purposes which the agent deems to be in the best interest of the principal, specifically including minimization of income, estate, inheritance, or gift taxes, provided that no agent nor anyone the agent has a legal obligation to support may be the recipient of any gifts in any one calendar year, which, in the aggregate, exceed \$10,000.00 in value to each recipient, unless gifts in excess of said amount are specifically authorized by the instrument; and,

(3) To prepare, to execute, to consent to on behalf of the principal, and to file any return, report, declaration, or other document required by the laws of the United States, or by any state or subdivision thereof, or by any foreign government, which the agent deems to be desirable or necessary with respect to any gift made under the authority of this section.

j. **Medicaid Qualification.** To take actions to qualify the principal for Medicaid, including but not limited to nursing home financial assistance, and without limitation including the following specific powers.

(1) To divest the principal of sufficient assets so as to qualify for Medicaid assistance;

(2) To convert the principal's assets into assets to be owned by the principal which are exempt from the resources allowable under applicable statutes and the Medicaid rules and regulations;

(3) The power to disclaim any inheritance; and

(4) To change the principal's domicile to any other state where the Medicaid eligibility rules may be more favorable.

3. **Revocability.** This power of attorney is revocable, provided, that insofar as any governmental agency, bank, trust company, insurance company, transfer agent, or other person shall rely upon this power, this power may be revoked only by a notice in writing executed by us or our agent and delivered to such person or institution.

4. **Interpretation.** This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to our agent.

5. **Disability of Principal.** This General Power of Attorney shall not be affected by disability of the principal.

6. **Third-Party Reliance.** Third parties may rely upon the representations of our agent as to all matters relating to any power granted to our agent, and no person who may act in reliance upon the representations of our agent or the authority granted to our agent

shall incur any liability to us or our estate as a result of permitting our agent to exercise any power.

7. **Governing Law.** This General Power of Attorney is executed and delivered in the State of Idaho and the laws of the State of Idaho shall govern all questions as to the validity of this power and as to the construction of its provisions.

IN WITNESS WHEREOF, we have executed this General Power of Attorney this 11 day of October, 1995.

Elva L. Hillman
ELVA L. HILLMAN, Principal

STATE OF IDAHO)
 BOYD)
County of ~~Bonneville~~)

On this 11 day of October, 1995, before me, the undersigned, a Notary Public in and for said state, personally appeared ELVA L. HILLMAN, known to me to be the person whose names are subscribed to the within General Power of Attorney 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.

[Signature]
Notary Public for the State of Idaho
Residing at Boise
My Commission Expires: Life

LADRN2801POA.EST

Apr. 21, '05

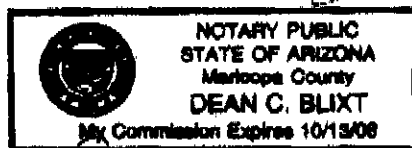
To Whom it may concern:

My late husband, Guy R Hillman and I used our acreage around the slaughter house south of Driggs for hay and pasture. We used sprinklers on the south 20 acres from the late 1960s to the late 1980s. After that time we rented it for pasture and ranching. We also had a commercial slaughter operation for which we used well water.

I have ^{HAD} no success finding anyone who worked for us during this time who is still living. ^{TO VERIFY}

If I can be of any further assistance please contact me at 480-396-9751 Mesa, Az.

Elva L Hillman



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