

Brian Harrell

33-2099

33-2100

Harlow J. McNamara, ISB # 1589  
BEARD ST. CLAIR GAFFNEY McNAMARA PA  
2105 Coronado  
Idaho Falls, ID 83404-7495

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Fax (208) 529-9732  
E-mail- [hjm@idahofallslaw.com](mailto:hjm@idahofallslaw.com)

Attorney for Trustees

**DISTRICT COURT SEVENTH JUDICIAL DISTRICT  
BUTTE COUNTY IDAHO  
MAGISTRATES DIVISION**

In the Matter of the

CAROLYN J. HARRELL-SHELTON,

Trust,

Case No.: SP-94-22

ACCEPTANCE OF APPOINTMENT AS  
CO-TRUSTEES  
(15-7-103)

STATE OF IDAHO )

: ss

County of Bonneville )

1. The undersigned are individuals who have been appointed co-trustees of the Carolyn J. Harrell-Shelton Trust dated July 20, 1994 and whose principal place of administration is in Howe, Idaho.
2. The undersigned accept appointment to, and agree to perform the duties and discharge the trust of, the office of trustee with regard to the said trust, and submit personally to the jurisdiction of this Court in any proceeding relating to the trust that may be instituted by any interested person, as defined by the Idaho Uniform Probate Code.

DATED: February 1<sup>st</sup> 2001

Brian Harrell

Brian Harrell  
P.O. Box 1060  
Howe, ID 83244

Sheryl L. Haralson

Sheryl Haralson  
3234 West 2800 North  
Arco, ID 83213

Sandra Drussel

Sandra Drussel  
1611 West 3800 North  
Howe, ID 83244

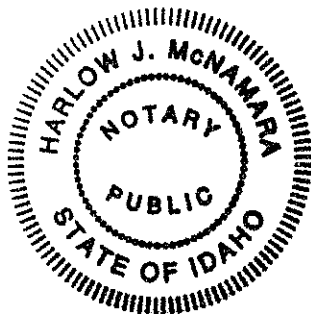
SUBSCRIBED AND SWORN to before me this 1<sup>st</sup> day of February 2001.

Harlow J. McNamara

NOTARY PUBLIC

Residing at: Idaho Falls, Id.

My Commission Expires: 3/26/04



## CERTIFICATE OF TRUST ESTABLISHMENT AND TRUSTEE AUTHORITY

The undersigned desires to confirm the establishment of a revocable living trust named CAROLYN J. HARRELL-SHELTON TRUST. This trust was established by the Trust Agreement executed on the 20<sup>th</sup> day of July, 1994, by and between the undersigned CAROLYN J. HARRELL-SHELTON as Grantor and as initial Trustee, for the benefit of the Grantor during her lifetime and ultimately for the benefit of her successor beneficiaries in interest.

The following provisions are found in said Trust Agreement and may be relied upon as a full statement of the matters covered by such provisions by any one dealing with the initial Trustees or her successor.

### RESERVED RIGHTS OF GRANTOR:

1) While Grantor is living and not incapacitated, she may, from time to time, alter or amend any of the terms of the Trust Agreement by a written instrument signed by her and delivered to the Trustee.

2) While Grantor is living and not incapacitated, the Trust Agreement may be revoked in whole or in part by a written instrument signed by Grantor and delivered to the Trustee.

### DISPOSITIVE PROVISIONS:

1) At the death of Grantor, the entire trust becomes irrevocable and no one shall thereafter have any power to amend the provisions of said trust.

2) At the death of Grantor, the Trust shall be distributed to Grantor's children or their issue, *per stirpes*, according to the terms of the trust with certain specified properties going to specific distributees.

### SUCCESSOR TRUSTEE:

1) The Successor Trustee shall be three individuals who shall serve as Co-Trustees.

2) The following events and upon the following evidence and service of a copy of such evidence upon any third party dealing with the successor Trustee, together with a copy

of this Certificate of Trust Establishment and Trustee Authority and a copy of the acceptance of appointment of the successor Trustee, shall constitute proof of the power of the successor Trustee to act in place of the predecessor Trustee without necessity of any court proceeding or decree:

(a) Death of a Trustee, evidenced by a death certificate duly issued by the appropriate office of the state in which such death occurred.

(b) Unconditional resignation of a Trustee, evidenced by an unconditional resignation in writing as provided herein of failure to accept the trust.

(c) Removal of a Trustee, evidenced by a signed, written statement by Grantor or a majority of the beneficiaries if Grantor is not then living.

(d) Incapacity of a Trustee, evidenced by a duly executed written statement signed by two physicians who have examined the Grantor or either of them stating that such physicians consider such Grantor to be so mentally or physically incapacitated as to be unable to effectively manage or apply her estate to necessary ends.

#### TRUSTEE AUTHORITY:

1) While the original Trustee is living, Trustee, acting alone, has the unrestricted authority to conduct any business of the Trust Estate, and any asset of the Trust Estate may be acquired, titled, or conveyed in or by the sole name of Trustee.

2) The assertion by any Trustee that he is acting either alone or with another as a qualified Trustee shall be sufficient on its face and no person shall be put to further inquiry into the right of such Trustee to so act.

3) No purchaser from or other person dealing with the Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to it, but the receipt of the Trustee shall be a full discharge; and no purchaser or other person dealing with the Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealing with the Trustee should relate, shall be under any obligation to ascertain or inquire into the power of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute, or otherwise in any manner dispose of or deal with any security or any other property held by the Trustee or comprised in the Trust Estate.

4) Title to the Trust Estate shall vest in each successor Trustee by virtue of its appointment and acceptance without any further instrument of conveyance or transfer. Each successor Trustee shall have all the rights, powers, discretions, obligations, and immunities of the originally named Trustee.

5) The certificate of the Trustee that it is acting according to the terms of the Trust

Agreement shall fully protect all persons dealing with the Trustee.

#### TRUSTEE POWERS:

The Trustee shall have the power and authority to manage and control the Trust estate, in such manner as the Trustee may deem advisable, and he shall have, enjoy, and exercise all powers and control the Trust Estate, in such manner as the Trustee may deem advisable, and he shall have, enjoy, and exercise all powers and rights over and concerning the Trust Estate and the proceeds thereof as fully and amply as though the Trustee were the absolute and unqualified owner of the same, including by way of illustration and not of limitation of the following powers:

- 1) To invest in any property, including without limitation, any and all corporate obligations, preferred or common stocks, bonds, mutual funds, market funds, index funds, money market mutual funds, cash management accounts, debentures, notes, shares of investment trusts and investment companies, mortgages, deeds of trusts, interests in general and limited partnerships, real estate, and insurance contracts;
- 2) To buy stocks, bonds, commodities, and similar investments on margin or other leveraged accounts and to sell short such accounts, and to buy, sell, and write, commodity, stock, or other security options, futures, hedges, short positions, options, puts, calls, straddles, or any other form of securities or commodities position, interest, or contract, and for such purposes to maintain and operate margin accounts with brokers, and to pledge any securities held or purchased by the Trustee through such brokers as security for loans or advances made to the Trustee;
- 3) To convey, dispose, and sell any trust property for cash or upon credit, and to grant options to purchase;
- 4) To lend, to borrow, to execute promissory notes, to secure payment of borrowings by encumbrance, pledge, and grant of security instruments, to guarantee loans to the Co-Grantors or either of them, and to encumber or to pledge trust property for loans made to the Co-Grantors or either of them by any individual, corporation, or entity;
- 5) To lease as lessor or lessee for a term which may extend beyond the term of the trust;
- 6) To improve trust property;
- 7) To employ and compensate investment advisers, brokers, attorneys-in-fact, realtors, and other advisers and to delegate to such persons any discretion deemed proper by the Trustee;
- 8) To hold securities or other property in the Trustee's name as Trustee, in the

Trustee's own name, in the name of a nominee (with or without disclosure of any fiduciary relationship), or in bearer form; and

9) To execute any and all documents on behalf of the trust.

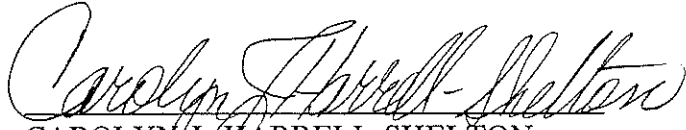
ADMINISTRATIVE:

1) The situs of the trust is the State of Idaho. All questions concerning its validity, construction, and administration shall be determined under the laws thereof.

2) Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certificate of Trust Establishment and Trustee Authority.

IN WITNESS WHEREOF, the undersigned declare under penalty of perjury that the foregoing is true and correct and that they have executed this Certificate of Trust Establishment and Trustee Authority this 20<sup>th</sup> day of July, 1994, in Bonneville County, Idaho.

GRANTOR AND TRUSTEE:

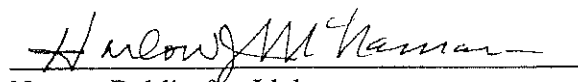
  
CAROLYN J. HARRELL-SHELTON

STATE OF IDAHO )

County of Bonneville )

On this 20<sup>th</sup> day of July, 1994, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared CAROLYN J. HARRELL-SHELTON, 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 in this certificate first above written.

  
Notary Public for Idaho  
Residing in Idaho Falls, Id.  
My commission expires: 3/26/99

harrel-s.car\certiftr.chs

RECEIVED

AUG 13 2001

Department of Water Resources  
Eastern Region

## BEARD ST. CLAIR GAFFNEY McNAMARA PA

Harlow J. McNamara  
Attorney at Law2105 Coronado  
Idaho Falls, Idaho 83404-7495Tele (208) 523-5171  
Fax (208) 529-9732Wyoming address:  
545 W. Broadway, Suite 200  
P.O. Box 30302  
Jackson, WY 83001

(307) 734-8059

## FACSIMILE / TRANSMITTAL SHEET

|                                                              |               |                |
|--------------------------------------------------------------|---------------|----------------|
| From: Heather P. Bluth                                       | Our file no.: | Date: 08/07/01 |
| To: Idaho Department of Water Resources,<br>ATTN: Al Ruberry | Fax no.:      |                |
| Re: Brian Harrell, Butte County Real Property                |               |                |

| No. of Copies | No. of Pages | Description    |
|---------------|--------------|----------------|
| 1             | 5            | Trustee's Deed |
| 1             | 4            | QuitClaim Deed |
|               |              |                |

|                                 |                                        |                                          |                              |                                 |
|---------------------------------|----------------------------------------|------------------------------------------|------------------------------|---------------------------------|
| This transmittal made by:       | <input type="checkbox"/> Hand Delivery | <input checked="" type="checkbox"/> Mail | <input type="checkbox"/> Fax | <input type="checkbox"/> Fed Ex |
| <input type="checkbox"/> Other: |                                        |                                          |                              |                                 |

|                                                       |                                               |                                                       |
|-------------------------------------------------------|-----------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> For your information         | <input type="checkbox"/> For distribution     | <input type="checkbox"/> For your files               |
| <input type="checkbox"/> For signature and return     | <input type="checkbox"/> For review & payment | <input checked="" type="checkbox"/> For filing        |
| <input type="checkbox"/> For signature and forwarding | <input type="checkbox"/> Per your request     | <input checked="" type="checkbox"/> See remarks below |
| <input type="checkbox"/> As noted below               | <input type="checkbox"/> Approved             | <input type="checkbox"/> For recordation              |
| <input type="checkbox"/> For review and comment       | <input type="checkbox"/> Approved as noted    | <input type="checkbox"/> For necessary action         |
| <input type="checkbox"/> For correction               | <input type="checkbox"/> Disapproved          | <input type="checkbox"/> Per our conversation         |

Comments: Al, Brian Harrell asked that I forward these copies to you for your records.  
Heather

**Confidentiality Notice:** The documents accompanying this transmittal may contain confidential information belonging to the sender that is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this transmitted information is strictly prohibited. If you have received this transmittal in error, please immediately notify us by telephone (if long distance call us collect) to arrange for return of the transmitted documents.

# TRUSTEES' DEED

NO. 0036888  
RECORDED

APR 23 2001

## 1. Date

April 18, 2001.

AM 3:28 PM  
BUTTE COUNTY RECORDER  
*Sayla Wernick*

## 2. Parties

Transferor: Brian Harrell, Sheryl Haralson and Sandra Drussel, not individually, but as Co-Trustees of the CAROLYN J. HARRELL-SHELTON LIVING TRUST, dated July 20, 1994.

Transferee: Brian Harrell, individually, as his sole and separate property.

Current Address: PO Box 1060 Howe, ID 83244

## 3. Property

Transferred interest: Transferors' undivided one-third interest in Parcel 1. All Transferors' interest in Parcel 2. Transferors' undivided one-third interest in Parcel 3.

**Idaho County: Butte**  
**Description:**

PARCEL 1 (Tract C):

Township 6 North, Range 29 E.B.M., Butte County, Idaho

Section 20: A portion of the NE  $\frac{1}{4}$ SW  $\frac{1}{4}$  of said Section 20 described as: Beginning at the NE corner of the NE  $\frac{1}{4}$ SW  $\frac{1}{4}$  of said Section 20, the true place of beginning, thence W. 1000 feet; thence S. 30 feet; thence E. 1000 feet; thence N. 30 feet to the point of beginning, EXCEPTING AND RESERVING TO THE UNITED STATES pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same.

SUBJECT TO: A mortgage dated May 12, 1988, Recorded May 25, 1988 as Instrument No. M-21069.

ALSO SUBJECT TO: A mortgage dated November 16, 2000 and recorded

PARCEL 2 (Tract F):

Township 6 North, Range 29 E.B.M., Butte County, Idaho

Section 20: E  $\frac{1}{2}$  SW  $\frac{1}{4}$ , EXCEPTING Beginning at the NE corner of the NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of said Section 20, the true place of beginning, thence W. 1000 feet; thence S. 30 feet; thence E. 1000 feet; thence N. 30 feet to the point of beginning, ALSO EXCEPTING Beginning at the SW corner of said SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 20, Township 6 North, Range 29 E.B.M., proceeding thence N. 229 feet; thence E. 209 feet; thence S. 229 feet; thence W. 209 feet to the point of beginning, EXCEPTING AND RESERVING TO THE UNITED STATES pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same.

SUBJECT TO: A mortgage dated November 16, 2000 and recorded as Instrument No. 36446.

PARCEL 3 (Tract H):

A portion of the SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 20, Township 6 North, Range 29 E.B.M., Butte County, Idaho, described as: Beginning at the SW corner of said SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 20, Township 6 North, Range 29 E.B.M., proceeding thence N. 229 feet; thence E. 209 feet; thence S. 229 feet; thence W. 209 feet to the point of beginning.

ALL PARCELS SUBJECT TO: the Restrictions on Distributions from the CAROLYN J. HARRELL-SHELTON TRUST, dated July 20, 1994:

"...If one of the Grantor's children who receives a distribution of real property under this trust decides to sell the real property received, (hereafter "selling child") the selling child must first offer the real property to all or any one of the selling child's siblings as the siblings may agree, upon the same terms and conditions as any proposed sale or purchase which selling child may have received from a third party who is out of the family. In the event that the siblings of the selling child do not indicate in writing within 60 days from the offer by the selling child that said siblings one or more wish to purchase the real estate, then the selling child shall be free to sell the real property to the third party first making an offer to buy. If that sale is not consummated for any reason and selling child receives a new offer from the same proposed purchaser or a new purchaser, selling child must then re-offer the property to his or her siblings as outlined in this paragraph."

Together with:

All improvements, water, water rights, ditches, ditch rights, easements, tenements, hereditaments, appurtenances, reversions, remainders, rents, issues, and profits.

Subject to:

Rights of way for roads and ditches now existing on the property plus all easements and rights-of-way of record, if any, covenants, restrictions,

reservations, applicable building and zoning ordinances, use regulations and restrictions, and accruing taxes.

Taxes and assessments for 2001 and all subsequent years.

All facts, rights, claims and interest ascertainable by inspection of the property or by inquiry of persons in possession.

Unpatented mining claims, reservations and exceptions and patents or in acts authorizing their issuance.

#### **4. Consideration**

Ten Dollars and other good and valuable consideration, receipt of which is acknowledged.

#### **5. Distribution**

For the consideration stated, transferor grants, bargains, sells, conveys and distributes to transferee and to transferee's heirs and assigns forever the transferred interest in the property described in this deed.

#### **6. Warranties**

Transferors, for themselves, their heirs, successors and assigns, covenant with transferees their heirs, successors and assigns as follows:

Transferors are the lawful Co-Trustees of said Trust.

Transferors have the power to convey the property described in this deed to transferees and the conveyance is made pursuant to authority vested in transferors by the laws of the state of Idaho or lawful orders of the court supervising the administration of the estate of the decedent.

Transferees and their heirs, successors, and assigns shall hold all of the estate of decedent, and transferors, if any.

#### **7. Construction**

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

Brian Harrell  
Brian Harrell, Co-Trustee

Sheryl J. Haralson  
Sheryl Haralson, Co-Trustee

Sandra Drussel  
Sandra Drussel, Co-Trustee

STATE OF IDAHO

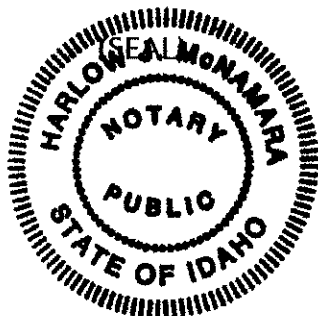
County of Bonneville

ss.

On April 18, 2001, before me, Harlow J. McNamara, an Idaho notary public, personally appeared Brian Harrell, who, being by me first duly sworn, declared that he signed the foregoing document as a Co-Trustee of the Carolyn J. Harrell-Shelton Trust, dated July 20, 1994 and acknowledged to me that he executed the same in such capacity.

In witness, I have set my hand and affixed my official seal the day and year in this certificate first above written.

Harlow J. McNamara  
Notary Public for Idaho  
Residing at: Idaho Falls, Idaho  
My Commission Expires: 3/26/04



STATE OF IDAHO

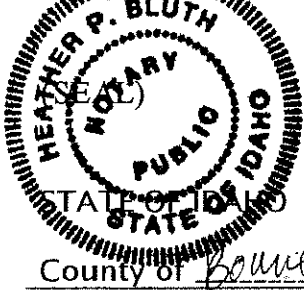
County of Bonnerville

ss.

On April 18, 2001, before me, Heather P. Bluth, an Idaho notary public, personally appeared Sheryl Haralson, who, being by me first duly sworn, declared that she signed the foregoing document as a Co-Trustee of the Carolyn J. Harrell-Shelton Trust, dated July 20, 1994 and acknowledged to me that she executed the same in such capacity.

In witness, I have set my hand and affixed my official seal the day and year in this certificate first above written.

Heather P. Bluth  
Notary Public for Idaho  
Residing at: Idaho Falls, Idaho  
My Commission Expires: 12/13/05



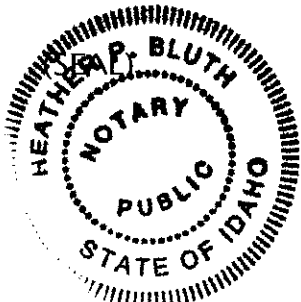
County of Bonnerville

ss.

On April 18, 2001, before me, Heather P. Bluth, an Idaho notary public, personally appeared Sandra Drussel, who, being by me first duly sworn, declared that she signed the foregoing document as a Co-Trustee of the Carolyn J. Harrell-Shelton Trust, dated July 20, 1994 and acknowledged to me that she executed the same in such capacity.

In witness, I have set my hand and affixed my official seal the day and year in this certificate first above written.

Heather P. Bluth  
Notary Public for Idaho  
Residing at: Idaho Falls, Idaho  
My Commission Expires: 12/13/05



# QUITCLAIM DEED

NO. 0036891  
RECORDED

APR 23 2001

AM 3:35 PM  
BUTTE COUNTY RECORDER  
Dayla Wornik

## 1. Date

April 20, 2001.

## 2. Parties

Transferor: Sheryl Haralson as her sole and separate property, Sandra Drussel as her sole and separate property.

Transferee: Brian Harrell, individually, as his sole and separate property.

Current Address: PO Box 1060 Howe, ID 83244

## 3. Property

Transferred interest: Each Transferors' 1/3 (one-third) interest in Parcels 1, 2 and 3.

Idaho County: Butte

Description:

PARCEL 1 (Tract C)

Township 6 North, Range 29 E.B.M., Butte County, Idaho

Section 20: A portion of the NE  $\frac{1}{4}$ SW  $\frac{1}{4}$  of said Section 20 described as: Beginning at the NE corner of the NE  $\frac{1}{4}$ SW  $\frac{1}{4}$  of said Section 20, the true place of beginning, thence W. 1000 feet; thence S. 30 feet; thence E. 1000 feet; thence N. 30 feet to the point of beginning, EXCEPTING AND RESERVING TO THE UNITED STATES pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same.

**SUBJECT TO:** a Mortgage recorded May 25, 1988 as Instrument No. M21069.

**SUBJECT TO:** a Mortgage dated November 16, 2000, and recorded as Instrument No. 36446.

PARCEL 2 (Tract E):

Township 6 North, Range 29 E.B.M., Butte County, Idaho

Section 20: N  $\frac{1}{2}$ , EXCEPTING AND EXCEPTING AND RESERVING TO THE UNITED STATES pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same.

**SUBJECT TO:** a Mortgage recorded November 16, 2000 as Instrument No. 36446.

PARCEL 3 (Tract H):

A portion of the SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 20, Township 6 North, Range 29 E.B.M., Butte County, Idaho, described as: Beginning at the SW corner of said SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 20, Township

6 North, Range 29 E.B.M., proceeding thence N. 229 feet; thence E. 209 feet; thence S. 229 feet; thence W. 209 feet to the point of beginning.

**ALL PARCELS ARE SUBJECT TO:** the Restrictions on Distributions from the CAROLYN J. HARRELL-SHELTON TRUST, dated July 20, 1994:

"...If one of the Grantor's children who receives a distribution of real property under this trust decides to sell the real property received, (hereafter "selling child") the selling child must first offer the real property to all or any one of the selling child's siblings as the siblings may agree, upon the same terms and conditions as any proposed sale or purchase which selling child may have received from a third party who is out of the family. In the event that the siblings of the selling child do not indicate in writing within 60 days from the offer by the selling child that said siblings one or more wish to purchase the real estate, then the selling child shall be free to sell the real property to the third party first making an offer to buy. If that sale is not consummated for any reason and selling child receives a new offer from the same proposed purchaser or a new purchaser, selling child must then reoffer the property to his or her siblings as outlined in this paragraph."

Together with:

All improvements, water, water rights, ditches, ditch rights, easements, tenements, hereditaments, appurtenances, reversions, remainders, rents, issues, and profits.

Also Subject to:

Rights of way for roads and ditches now existing on the property plus all easements and rights-of-way of record, if any, covenants, restrictions, reservations, applicable building and zoning ordinances, use regulations and restrictions, and accruing taxes.

Taxes and assessments for 2001 and all subsequent years.

All facts, rights, claims and interest ascertainable by inspection of the property or by inquiry of persons in possession.

Unpatented mining claims, reservations and exceptions and patents or in acts authorizing their issuance.

#### **4. Consideration**

Ten Dollars and other good and valuable consideration, receipt of which is acknowledged.

#### **5. QuitClaim**

For the consideration stated, transferor remises, releases, and forever quitclaims to transferee the transferred interest in the property described in this deed.

#### **6. Warranties**

None.

#### **7. Construction**

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

Sheryl L. Haralson  
Sheryl Haralson

Sandra Drussel  
Sandra Drussel

STATE OF IDAHO

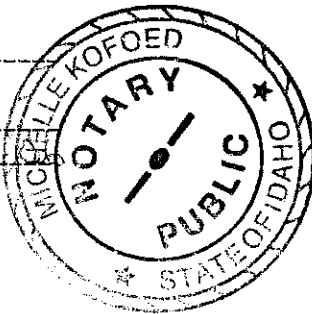
County of Bingham

ss.

On April 20, 2001, before me, Michelle Kofoed, an Idaho notary public, personally appeared Sheryl Haralson who, being by me first duly sworn, declared that she signed the foregoing document and acknowledged to me that she executed the same.

In witness, I have set my hand and affixed my official seal the day and year in this certificate first above written.

Michelle Kofoed  
Notary Public for Idaho  
Residing at: Blackfoot  
My Commission Expires: 4-14-02



(SEAL)

STATE OF IDAHO

County of Bingham

ss.

On April 20, 2001, before me, Michelle Kuford, an Idaho notary public, personally appeared Sandra Drussel who, being by me first duly sworn, declared that she signed the foregoing document and acknowledged to me that she executed the same.

In witness, I have set my hand and affixed my official seal the day and year in this certificate first above written.

Michelle Kuford  
Notary Public for Idaho

Residing at: Blackfoot

My Commission Expires: 4-14-06

