

01/30/2006

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 24-10706

LORRAINE H MC NEEL REVOCABLE TRUST
C/O SALLY BRUCE
142 ALLRED RD
AFTON WY 83110
Telephone Number: (307)885-3148

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: Sept 29-06 SIGNATURE: Sally B. Bruce
Please print your name: Sally B. Bruce

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161



RECEIVED

OCT 05 2006

Department of Water Resource
Eastern Region

COMPLETED

NOE 10/06
10/06

Notes

1/30/06 Split from 24-9. Recommendation
complete.

Notes

- 8-16-05 Called 307+885-3148. Talked to Sally. She has had 2 surgeries & requested the forms again.
- 8-16-05 Sent 3rd request to Claumont. BP
- 8-22-05 Received some docs from Claumont. BP
- 8-22-05 Called Claumont. Ask for a deed. BP
- 8-24-05 More docs received. BP
- 12-6-05 Called Sally (307-885-3148). name should be Lorraine H. McNeel Revocable Trust.
- 12-12 Letter to Marsha Walby re ownership change. BP
- 12-13-05 Call from Claumont see memo. BP
- 12-20-05 Called Sally Bruce to have someone from the Trust & Marsha make an appointment to look at the incage and tell us what is irrigated. She said she would visit with Marsha & call to make an appointment. Wouldn't be until the first part of January. PB

Notes

3-2-05 The pou for this claim matches the Decree. PB

3-15-05 Looked up McNeels in Alpine.
Left message at 307 654-7877 - Best

Doug McNeal 654-7848. Who McNeal
said claimants have both died. The one
that would know about the property
is the claimant's son Mel McNeal (307) 654-7643.
He is out of the country fishing til 3-26. Need
to call back then. BP

3-28-05 Called Merrill McNeal he doesn't own
the property. PB

3-28-05 Checked with Bonneville Co. the property
is in a Lorraine Barber McNeal Family Trust
in care of Marsha Wolfley, Jan Anderson
& Sally Bruce at 142 Alfred Road, Afton
WY. 83110 PB

3-28-05 Sent claimant a change in ownership
form PB

5-11-05 Follow up letter. BP

5-17-05 Received a call from Ed Bruce, Sally's
husband, she has been ill & he just found
the second request letter for an ownership
change. He asked if I could please
send out a new one & he would take care
of it. PB

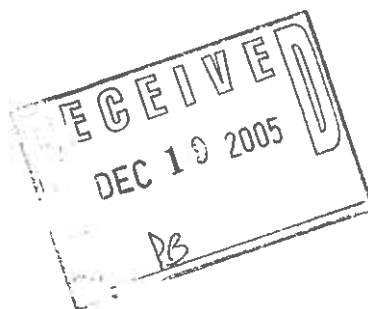
5-17-05 Sent claimant another change in ownership
form.

in regards to The
Lorraine H. McKeel Revocable Trust
24-4

Please remove Marsha B. Wolfley
from this trust. Because she has
her land and water rights ^(6 acres) ~~have~~ been
split from the rest. (320 acres)

The names to remain on the
trust are Sally B. Bruce
Jan B. Anderson
Shelley B. Crane

Thank you
Sally B. Bruce



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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 (under the "split" heading), 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
	24-9	X			

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**.

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) is 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)

Lorraine H. McNeel, Gladden L McNeel

4. New Owner/Claimant(s)

Lorraine H. McNeel Revocable Trust

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

40 Sally Bruce

City, State and ZIP Code

142 Allred Rd. Aston, WY 83110

New Telephone Number

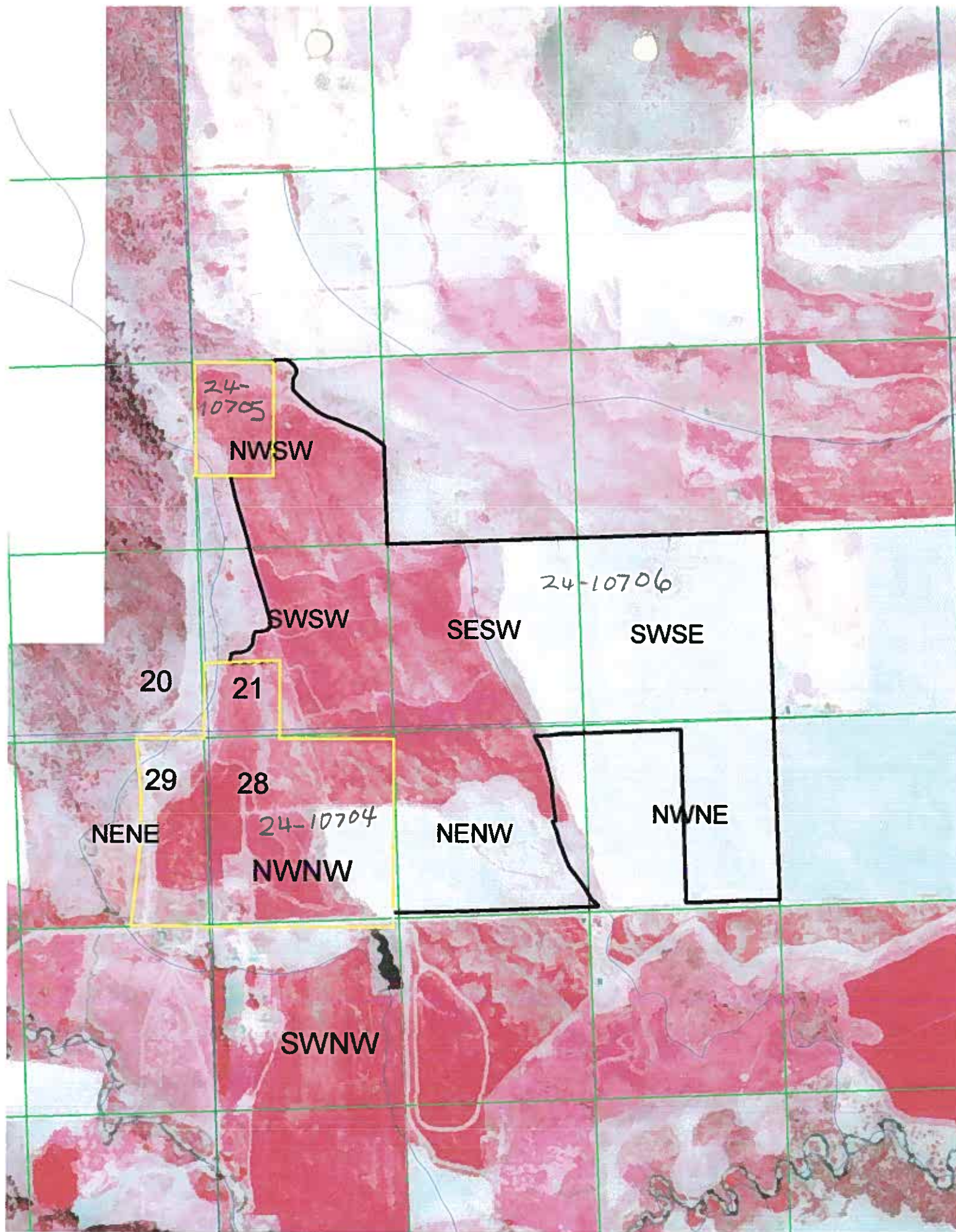
(307) 885-3140

5. Date you acquired the property

August 2005

Sally B. Bruce
Jan B. Anders
Shelley B. Crar





T4S R46E

IE

SWNW

SE

NWSW

NESW

NWSE

20

21

29

28

SWSW

SESW

SWSE

NWNW

Marsh's →

NENW

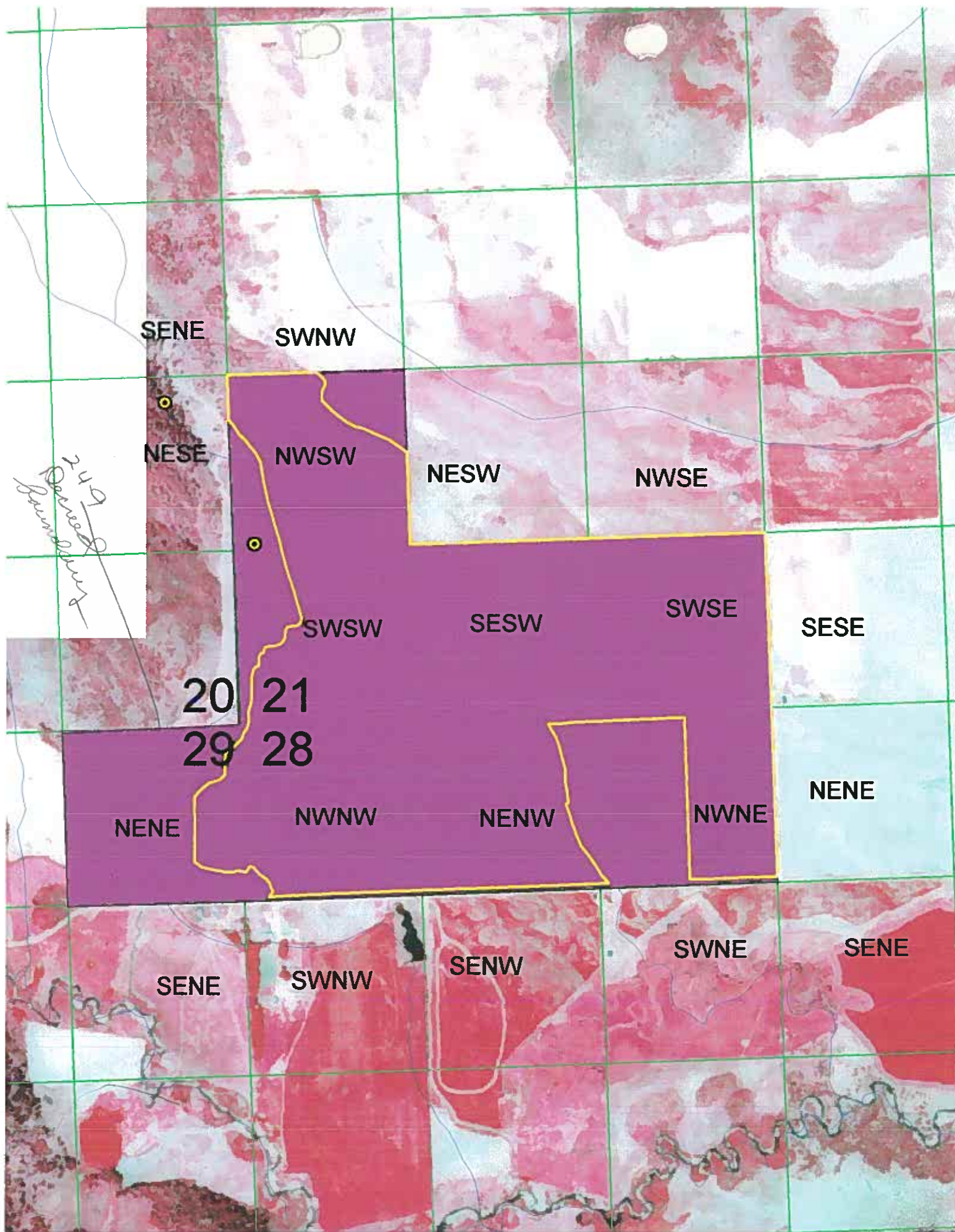
NWNE

NE

SWNW

SESW

SWNE





STATE OF IDAHO

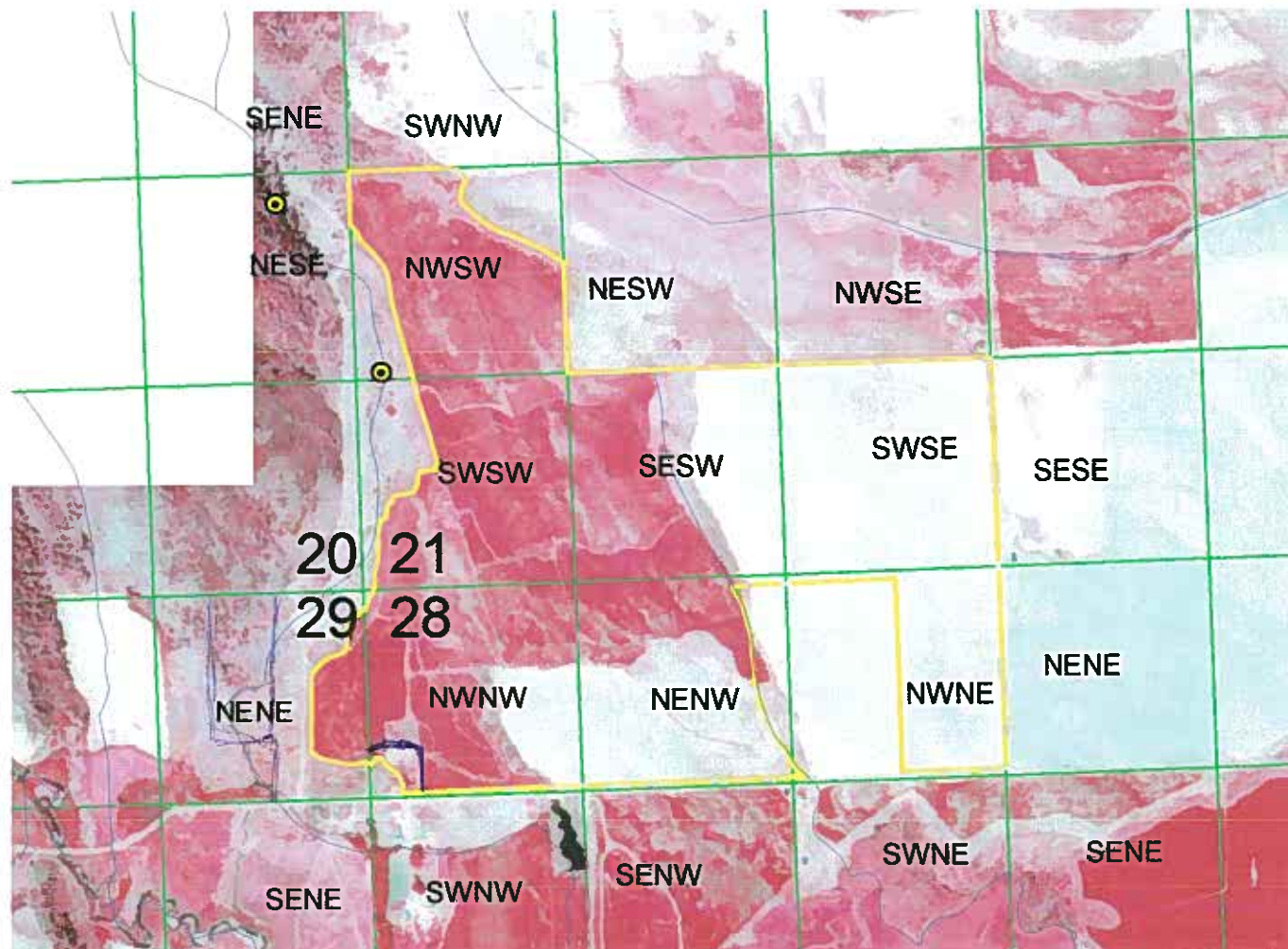
Department of Water Resources

Eastern Region



Water Right(s) 24-9 . apr

24-4014 is
some shape
POD are outside
for 24-9 + 24-4014



900 0 900 1800 Feet

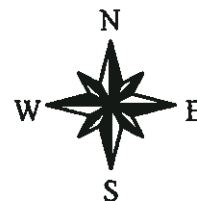
IRRIGATED ACRES

LEGEND

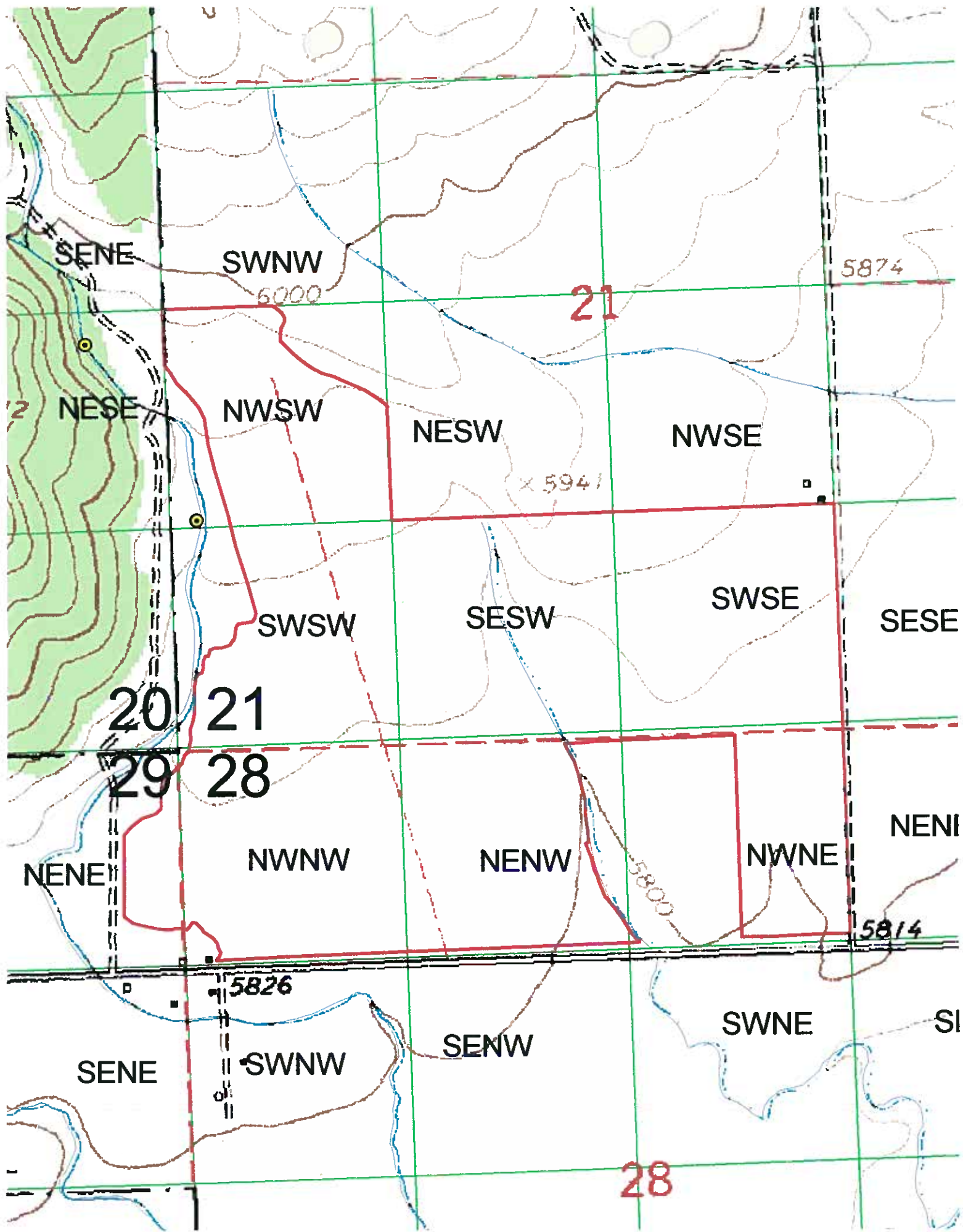
- Point of Diversion
- Place of Use
- Townships
- Sections
- Quarter-Quarters

Place of Use: T4S, R46E:
(part of) Sec. 21, NWSW,
SWSW, SESW, SWSE.
(part of) Sec. 28, NWNE,
NENW, NWNW.
(part of) Sec. 29, NENE.

Point(s) of Diversion: T4S, R46E:
Sec. 20, NESE.
Sec. 21, NWSW.



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: B. Payne
Date: June 2005.



24-9

claimed

	<u>Sec. 21</u>	<u>Calculated shape</u>
35	SESW	40.4
36	NWSW	28.9
40	SWSE	40.3
31	SWSW	31.8

	<u>Sec 28</u>	
39	NENW	33.8
20	NWNE	19.9
39	NWNW	38.3

	<u>Sec 29</u>	
<u>9</u>	<u>NENE</u>	<u>5.9</u>
249		239.3
	(239.3)	

13 December 2005

Claims 24-9 & 24-4014

Ed and Sally Bruce called the office concerning our letter to them. They advised that they do not need more than the standard 1" per acre of water. I told him that we would send him a Relinquishment of Notice of Claim form to fill out. It will allow us to disallow the claim without protest.

I also instructed them to return the Ownership Change form to us and delete Marsha's name on the "in care of" line since she has her own place.

I also advised that they needed to send us a letter stating that Claim 24-9 needed to be split with 61 acres going to Marsha and the balance to the Trust.

Barbara



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

12 December 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Marsha Wolfley
178 Jackknife Road
Freedom, WY 83120

Re: Snake River Basin Adjudication (SRBA)
Claims 24-9

Subject: Ownership Change

COPY

Response Date: 27 December 2005

Dear Claimant (s):

We have received an ownership change. However, it may need to be changed. The ownership change we have shows the following:

Lorraine H. McNeel Revocable Trust
% Sally Bruce, Marsha Wolfley, Jan Anderson, Shelley Crane
142 Allred Road
Afton, WY 83110

Since a portion of the land has been transferred to your name, we cannot also include your name on the portion of the land that remains in the Trust's name. You may still be involved in other Trust activities, but as far as IDWR is concerned, you do not have any right to water that may be administered by the Trust.

It is our goal to recommend historical water rights within the Snake River Basin as accurately as possible.

Please let us know if you desire this claim to be split. If you have any questions not covered by this letter, please feel free to contact our Agent, Cindy Bird, at 547-3993.

Respectfully,

A handwritten signature in cursive script that reads "Barbara Payne".

Barbara Payne

Enclosure:

Adjudication Claim Report 24-9
Evidence of Priority Brochure
Ownership Change Form

Cc: Lorraine H. McNeel Revocable Trust
% Sally Bruce, Marsha Wolfley, Jan Anderson, Shelley Crane
142 Allred Road
Afton, WY 83110

6 December 2005

I called and talked with Sally. She said of the four sisters, Marsha is the only one that had her share deeded to her. I cogoed the shape and it is within the original decreed right as well as within the original trust.

I called to asked about the name the water should be in. She first suggested her own. I told her the documents state that it is within the trust's name. So she agreed that it should be in the trust name and in care of her.

She said they haven't irrigated the land in years. I mentioned that if they hadn't irrigated within 5 years then they may loose their irrigation rights. Then she said, lets say that we do irrigate it. I told her I was the low man on the totem pole and it was up to my boss to make that determination.

She said the water does run through their property and the cattle drink out of it. They had not built any troughs, etc., they just drink out of the stream—instream stock watering.

She suggested that I call Marsha and see if she has irrigated any of her 61 acres. Marsha Wolfley, 178 Jack Knife Road, Freedom, WY 83120. Phone number is (208) 873-2618.

Marsha said they haven't irrigated the land for 5-10 years and when they did it was flood irrigated. **BUT WAIT**, she talked to her husband and then called back because he said they had flood irrigated some of the land 2 or 3 years ago. They do water stock. During the winter they use an electric heated water trough. During the non freezing months, the 5 to 6 head drink out of the stream.

Barbara



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

16 August 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Lorraine Barber McNeel Family Trust
% Marsha Wolfley, Jan Anderson and Sally Bruce
142 Allred Road
Afton, WY 83110

COPY

Re: Snake River Basin Adjudication (SRBA)
Claim No(s): 24-9 & 24-4014

Subject: CHANGE IN OWNERSHIP

THIRD REQUEST

Response Date: 23 AUGUST 2005

Dear Claimant(s):

I spoke with Ms. Bruce this morning and she that we send another Change in Ownership form. That form is enclosed. I am also enclosing a copy of our letter dated March 28, 2005 which list additional information that is needed to make changes to this claim. If we do not hear from you at this time, this claim will be disallowed.

Respectfully,

Barbara Payne

Enclosure:

Change in Ownership Form
Copy of March 28, 2005 letter



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Lorraine Barber McNeel Family Trust
% Marsha Wolfley, Jan Anderson and Sally Bruce
142 Allred Road
Afton, WY 83110

May 17, 2005

Re: Snake River Basin Adjudication (SRBA)
Claim No(s): 24-9 & 24-4014

Subject: CHANGE IN OWNERSHIP

Response Date: May 31, 2005

Dear Mr. Bruce;

Thank you for your phone call Tuesday, May 17, 2005. As you requested I'm sending out a new change in ownership form. Please fill out the highlighted areas on the form and submit with the necessary documents by the above referenced response date.

If you have any questions not covered by this letter please feel free to contact us at 547-3993.

Respectfully,

Pauline Bassett

Enclosure:

Form 42-248/42-1409(6) "Notice of Change in Water Right Ownership"



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

11 May 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Lorraine Barber McNeel Family Trust
% Marsha Wolfley, Jan Anderson and Sally Bruce
142 Allred Road
Afton, WY 83110

Re: Snake River Basin Adjudication (SRBA)
Claim No(s): 24-9 & 24-4014

Subject: CHANGE IN OWNERSHIP

SECOND REQUEST

Response Date: May 26, 2005

Dear Claimant(s):

We sent you a Change in Ownership form in March. If we do not hear from you by the above response date these claims may be disallowed.

Respectfully,

Barbara Payne



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Lorraine Barber McNeel Family Trust
% Marsha Wolfley, Jan Anderson and Sally Bruce
142 Allred Road
Afton, WY 83110

March 28, 2005

Re: Snake River Basin Adjudication (SRBA)
Claim No(s): 24-9 & 24-4014

Subject: CHANGE IN OWNERSHIP

Response Date: April 11, 2005

COPY

Dear Claimant(s):

According to Bonneville County records the property and water right referenced above is in a Family Trust in-care-of Ms. Wolfley, Anderson and Bruce. IDWR records still show this property is owned by Glidden and Lorraine Barber McNeel. Before we can modify our records to reflect your ownership of the property and water right, we need form 42-248/42-1409(6) completed and returned to us. I have enclosed the form for your use.

We will also need a copy of the warranty deed, plat, survey map or aerial photo with the appropriate area marked.

Please fill out the highlighted areas on the notice of change form and submit with the necessary documents by the above referenced response date.

If you have any questions not covered by this letter please feel free to contact us at 547-3993.

Respectfully,

Pauline Bassett

Enclosure:

Form 42-248/42-1409(6) "Notice of Change in Water Right Ownership"
Water Right Claim No(s). 24-9 & 24-4014

PARCEL: RP 04S46E290002 A

F9=MS
F17=DD

MCNEEL, LORRAINE H RT
% WOLFLEY, MARSHA BARBER &
% ANDERSON, JAN &

LEGAL DESCRIPTION
NE1/4 NE1/4,
SEC 29, T 4S, R 46 (BG) (BG05)

142 ALLRED RD

ProVal Area Number 1
CODE AREA 136-0000 OWNER CD
PARC TYPE RG LOC CODE
EFFDATE 9122001 EXPDATE 1012005
PREV PARCEL RP04S46E290001A

AFTON WY 83110

x for parcel comments

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
3	2003	31250	AC	900				
5	2003	7840	AC	120				
19	2003	910	AC					
32	2003			500				
TOTALS		40000		1520				

ENTER NEXT PARCEL NUMBER RP _____ A

FKeys: F2=TX F3=Exit F5=SS F6=Nm F7=LG
F8=CT F13=TM F18=HS F20=SrcH F22=EU

24-9

24-4014

PARCEL: RP 04S46E280602 A

F9=MS
F17=DD

LEGAL DESCRIPTION

MCNEEL, LORRAINE H RT
% WOLFLEY, MARSHA BARBER &
% ANDERSON, JAN &

+

NW1/4 NE1/4,
N1/2 NW1/4 LESS 11.055 A,
SEC 28, T 4S, R 46 (BG) (BG05)

ProVal Area Number 1

CODE AREA 136-0000 OWNER CD

PARC TYPE RG LOC CODE

EFFDATE 3041996 EXPDATE 1012005

PREV PARCEL RP04S46E280601T

142 ALLRED RD

AFTON WY 83110

for parcel comments

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
3	2003	44000	AC	740				
5	2003	57945	AC	1220				
19	2003	7000	AC					

TOTALS 108945

1960

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F5=SS F6=NM F7=LG
F8=CT F13=TM F18=HS F20=Srch F22=EU

24-9

24-4014

PARCEL: RP 04S46E211556 A

F9=MS F10=SW
F17=DD

KIRKWOOD, NANCY ANNE

LEGAL DESCRIPTION
124.99 A, SEC 21, T 4S, R 46
(BG) (BG05)
SUMMER HOME

P O BOX 6688

ProVal Area Number 1
CODE AREA 136-0000 OWNER CD

JACKSON WY 83002-6688

PARC TYPE RG LOC CODE
EFFDATE 1012002 EXPDATE

51 TOMS RD 83120

PREV PARCEL RP04S46E211555T

for parcel comments

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
3	2003	98680	AC	1670				
5	2003	16290	AC	340				
10	2003	1000	AC	15500				
19	2003	9020	AC					
TOTALS		124990		84070				

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F5=SS F6=NM F7=LG
F8=CT F13=TM F18=HS F20=Srch F22=EU

24-9

24-4014

August 23, 2005

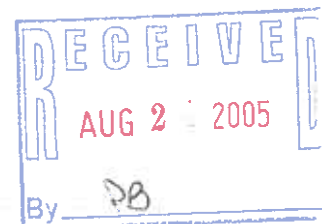
State of Idaho
Department of Water Resources
15 West Center
Soda Spring, Idaho 83276

To Whom it May Concern:

Sally Bruce of Afton, Wyoming called and asked me to send these copies to you.

If you need any other copies, please let me know, I can probable get them for you.

Thank You
Lois



ADVANCE PLAT
SUBJECT TO CORRECTION
AND REVISION

LORRAINE H. BARBER
LORRAINE H. McNEEL REVOCABLE TRUST,
DATED 27 FEBRUARY 1996
PLAT OF TRACTS
WITHIN THE

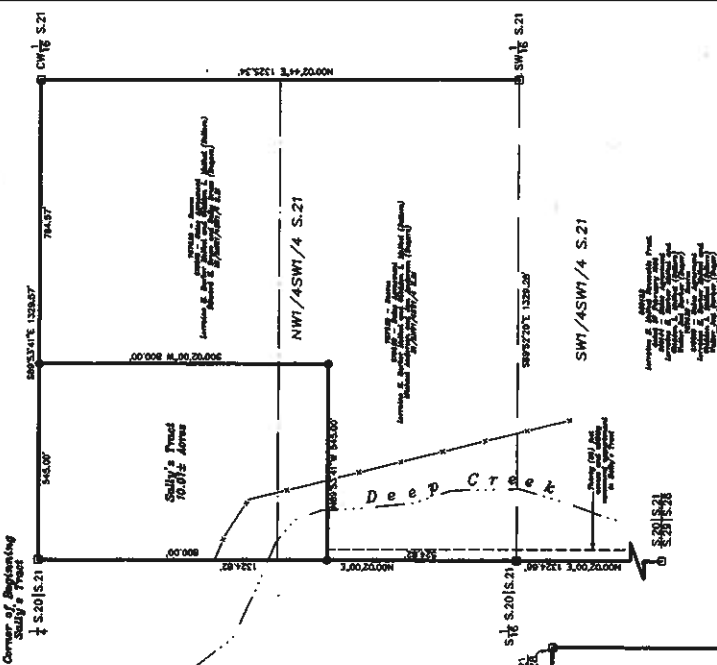
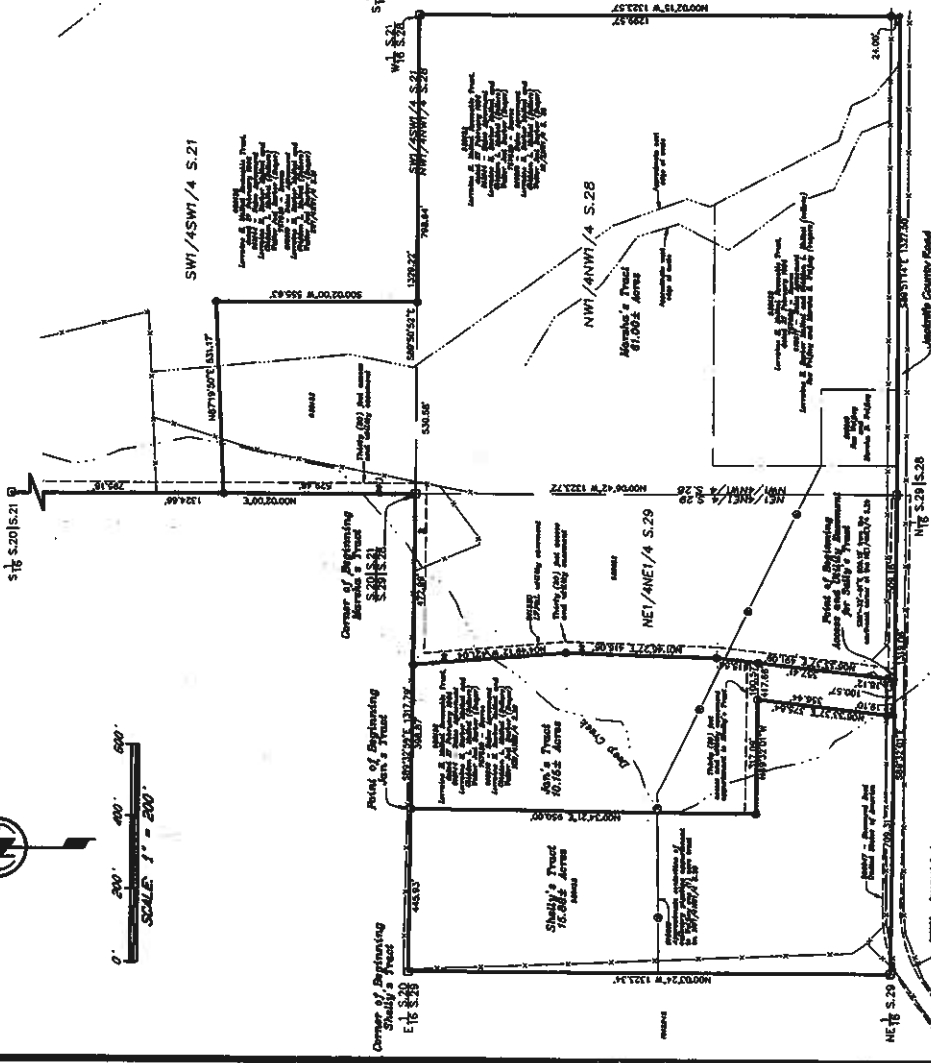
NW1/4SW1/4
S1/2SW1/4
SW1/4SE1/4
NW1/4NW1/4
NW1/4NE1/4
NE1/4NE1/4
T4S
R4E
BONNEVILLE COUNTY, IDAHO

SURVEYOR'S CERTIFICATE I, the undersigned, being a duly qualified and licensed Surveyor in the State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original plat as filed in my office.	
INSTRUMENT NO. _____ DATE _____ RECORD NO. _____ BOOK NO. _____ PAGE NO. _____	SECTION 21 SECTION 28 SECTION 29 T4S R4E BONNEVILLE COUNTY, IDAHO

DETAIL MAP



0' 200' 400' 600'
SCALE 1" = 200'



CERTIFICATE OF SURVEYOR

STATE OF MONTANA
COUNTY OF SHELLE

I, Scott A. Scherbel, of the County of Shelle, State of Montana, do hereby certify that the plat was made from notes taken during an actual survey made by me and F. Scherbel, under my supervision, during the month of August 2003, and that it correctly represents that survey and those records.



The foregoing instrument was acknowledged before me by Scott A. Scherbel this day of August 2003.
Witness my hand and official seal.

Surveyor's Office

LEGEND

- Indicates a Corner Record Book or to be filed in the Office of the Recorder of Bonneville County.
- Indicates a 2 1/2" x 12" steel stake and with L.D. 800 P.W. 1/2" x 1/2" x 1/2" with operation cables and this survey.
- Indicates a 2 1/2" x 12" steel stake and this survey.
- Indicates an existing fence line.
- Indicates an easement line.
- Indicates a dead line of record.

The Bound Book for this survey is to be filed in the West line of the SW 1/4 of Section 21, T4S, R6E, being 2003-12-27-0001.



**LORRAINE H. BARBER
LORRAINE H. BARBER REVOCABLE TRUST,
DATED 27 FEBRUARY 1996
PLAT OF TRACTS
WITHIN THE**

**SECTION 21
NW1/4SW1/4
SW1/4SW1/4
NW1/4NW1/4
NW1/4NE1/4
NE1/4NE1/4
T4S
R6E
BONNEVILLE COUNTY, IDAHO**

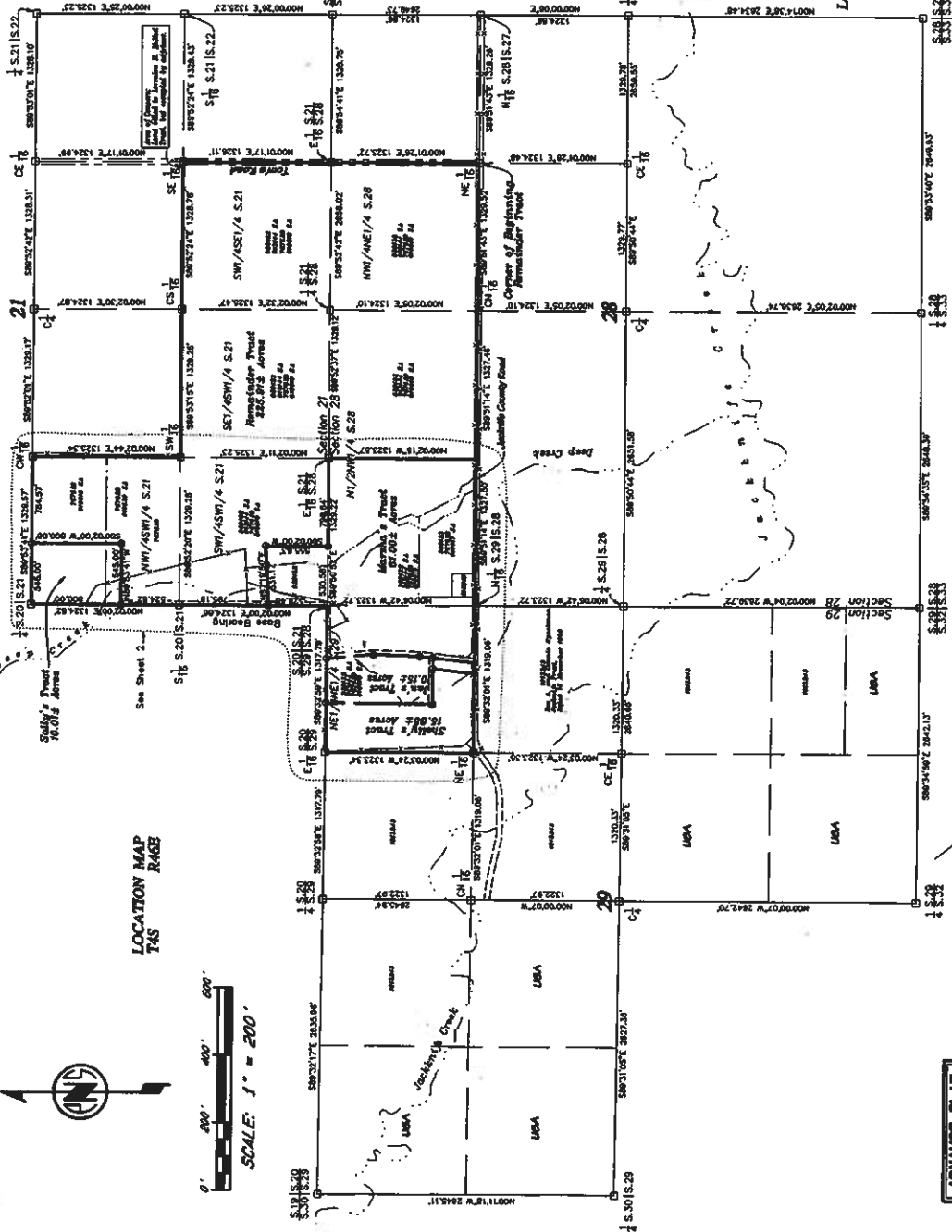
ADVANCE PLAT - SUBJECT TO CORRECTION AND APPROVAL

DATE: 08/22/2003
BY: SCOTT A. SCHERBEL
FOR: LORRAINE H. BARBER REVOCABLE TRUST
FILED: 08/22/2003
COMPUTER FILE: 2003-12-27-0001

SURVEYOR SCHERBEL LTD.
PROFESSIONAL LAND SURVEYORS
801 W. 1ST AVE. SUITE 100 - BOZEMAN, MT 59717-1000
TEL: 406-552-0001 FAX: 406-552-0002
WWW.SCHERBEL.COM

RECORDING CERTIFICATE

INSTRUMENT NO.	2003-12-27-0001
DATE	08/22/2003
RECORDED BY	SCOTT A. SCHERBEL
RECORD NO.	2003-12-27-0001

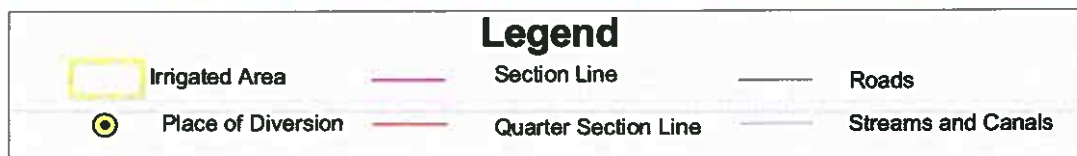
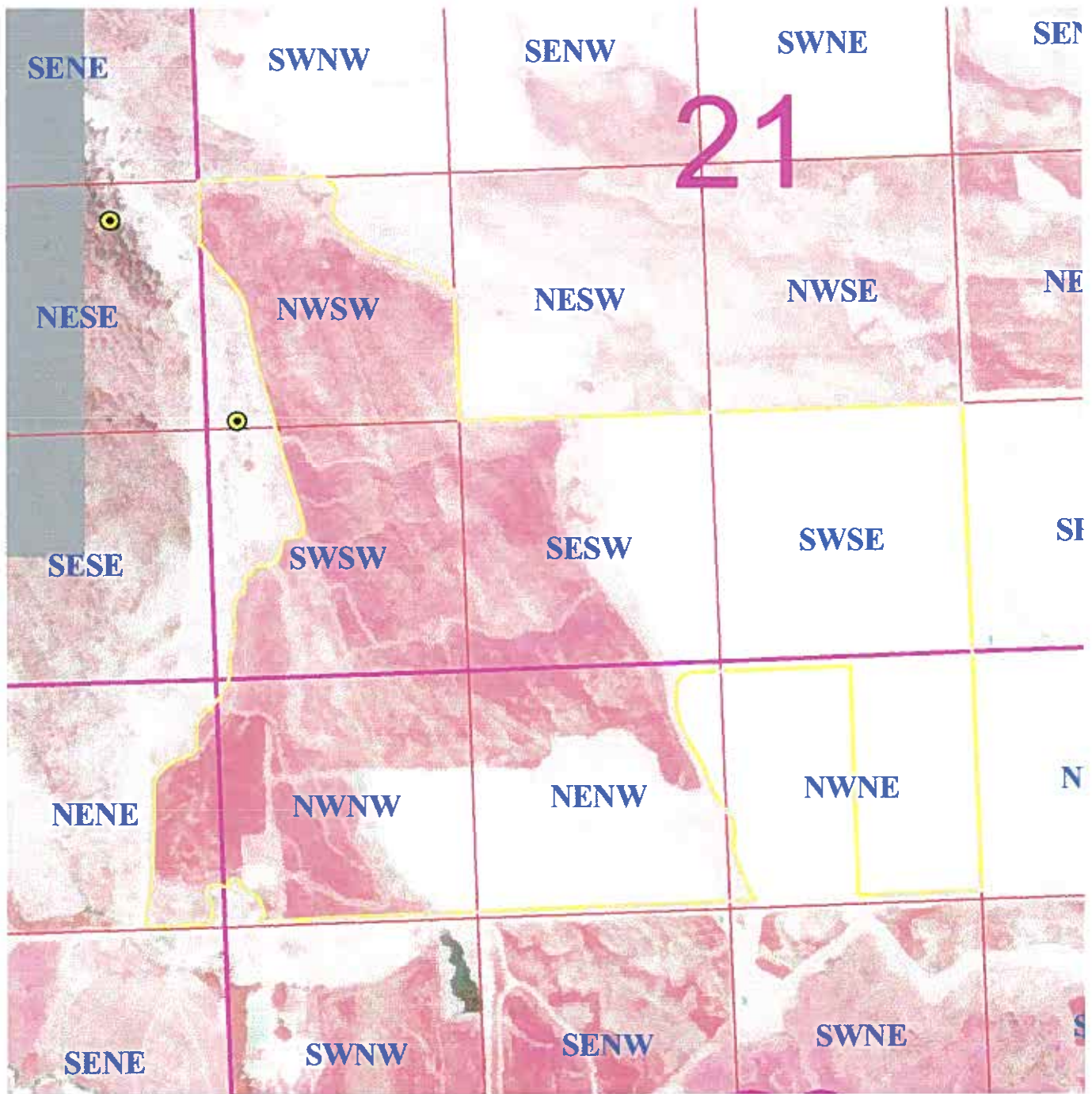


**LOCATION MAP
T4S
R6E**

SCALE: 1" = 200'

Water Right Claim Number 24-00009
Township , 4S46E

04/02/2001

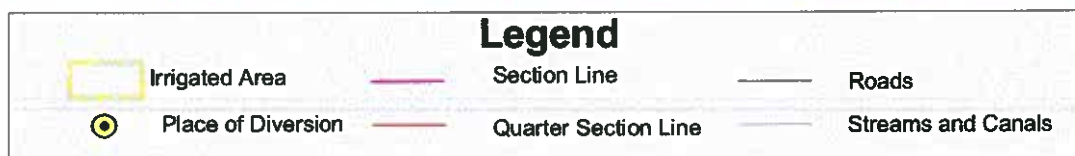
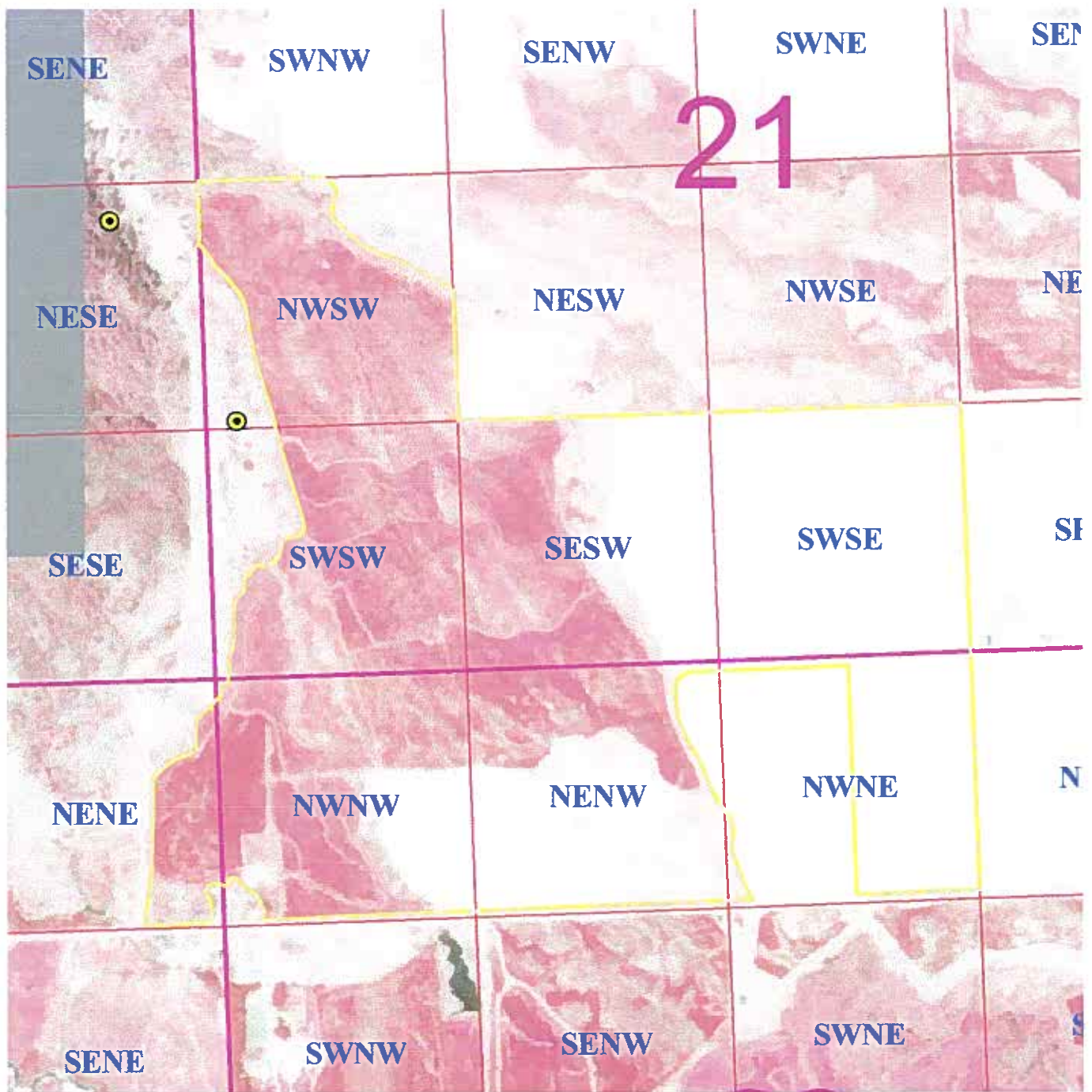


600 0 600 1200 Feet



Water Right Claim Number 24-00009
Township , 4S46E

04/02/2001



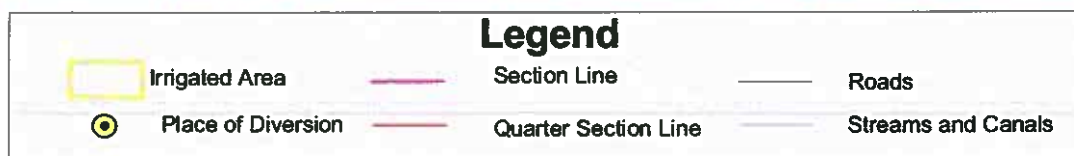
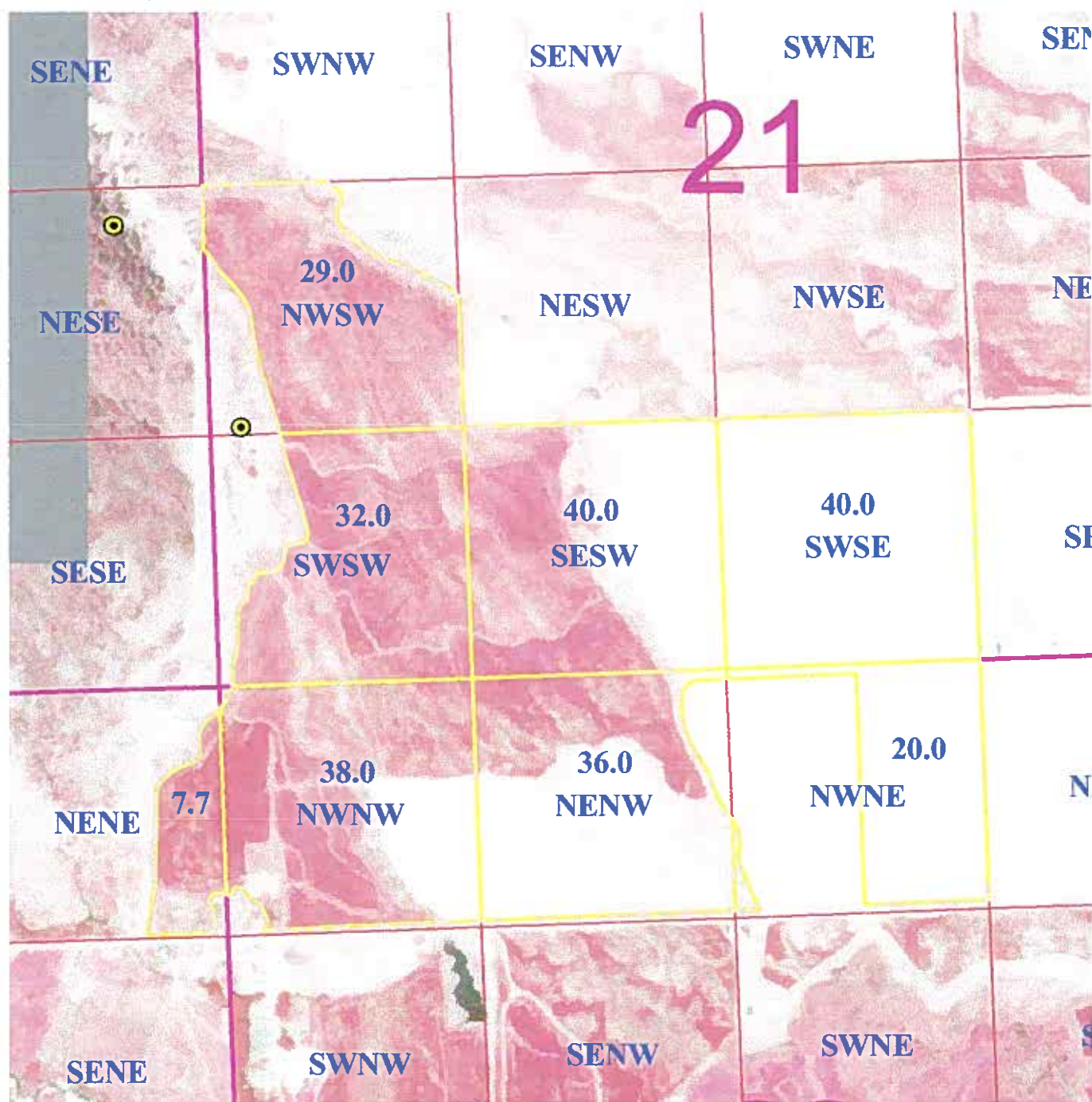
600 0 600 1200 Feet



SPATIAL
DYNAMICS

Water Right Claim Number 24-00009
Township , 4S46E

04/02/2001



600 0 600 1200 Feet



SPATIAL
DYNAMICS

SCANNED

AUG 05 2001

Log for claim 24-00009

Spatial Dynamics LTD

4/2/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
04s46e	21	NWSW	36	29	
04s46e	21	SWSW	31	32	
04s46e	21	SESW	35	40	
04s46e	21	SWSE	40	40	
04s46e	28	NWNE	20	20	
04s46e	28	NENW	39	36	
04s46e	28	NWNW	39	38	
04s46e	29	NENE	9	7.7	
Totals:			249	242.7	

**Claim 24-9 and 24-4014
TIMELINE**

5/14/1885	Decree, HP & Emma Barber all water from Murphy Creek
5/14/1885	Decree, E.A. Spackman & Emma & H. P. Barber water from Jack Knife Creek, neither has priority over the other
10/9/1905	Water License #1013, Walter R. Barber & Franklin Lindholty .06 cfs of Barber Spring T4S, R46E, Sec. 29, NWNE
2/27/1996	Trust Agreement between Lorraine McNeel to Marcia Wolfley, Jan Anderson & Sally Bruce Trustor assigns, transfers and conveys to Trustees all rights, titles and interest in the Trustor's property to be divided as follows: Jan Anderson 27% Sally Bruce 27% Marsha Wolfley 19% Shelley Barber 27%
5/31/2000	Death Certificate for Lorraine Wright Heap Barber McNeel
6/2001	Settlement Agreement of siblings on property. The document is NOT signed.
6/16/2000	Petition for Probate of Lorraine H. McNeel
9/23/2003	Quitclaim Deed, Edward H & Sally Bruce to Lorraine H. McNeel Revocable Trust T4S, R46E, Sec. 21, SWSW, SESW, SWSE T4S, R46E, Sec. 28, NWNE, N1/2NW, part of T4S, R46E, Sec. 29, NENE T4S, R46E, Sec. 21, NWSW No specific mention of water to be divided as follows: Recorded #1159163
9/23/2003	Affidavit of Sally Bruce regarding Lorraine H. McNeel. Establish relationships but does not mention land. Recorded #1159164
12/17/2003	Warranty Deed, Lorraine McNeel Trust to Marsha Barber Wolfley T4S, R46E, Sec. 21, SWSW T4S, R46E, Sec. 29, NENE

T4S, R46E, Sec. 28, N1/2NW, part of
61 acres
No specific mention of water.
Refers to Document #939132
Recorded #1143576

4/6/2004 Quitclaim Deed, Michael & Jan Anderson to Lorraine H. McNeel Trust
T4S, R46E, Sec. 21, SWSW, SESW, SWSE
T4S, R46E, Sec. 28, NWNE, N1/2NW, part of
T4S, R46E, Sec. 29, NENE
T4S, R46E, Sec. 21, NWSW
Recorded #1159167

5/17/2004 Quitclaim Deed, Shelley Crane to Lorraine H. McNeel Trust
T4S, R46E, Sec. 21, SWSW, SESW, SWSE
T4S, R46E, Sec. 28, NWNE, N1/2NW, part of
T4S, R46E, Sec. 29, NENE
T4S, R46E, Sec. 21, NWSW
No specific mention of water
Recorded #1159166

5/17/2004 Affidavit of Shelley Crane regarding Joel Barber
Mentioned 150 acres:
T4S, R46E, Sec. 21, SWSW, SESW, SWSE
T4S, R46E, Sec. 28, NWNE, N1/2NW
Less an irregular rectangle: 545' x 701' x 505' x 1033'
T4S R46E, Sec. 29, NENE.
Recorded #1159165

7/19/2004 Affidavit of Attorney, Frank Hess
Mentioned 150 acres transferring property from Glidden & Lorraine McNeel to Walter Joel Barber. No deeds were signed. Barber never consummated the purchase.
T4S, R46E, Sec. 21, SWSW, SESW, SWSE
T4S, R46E, Sec. 28, NWNE, N1/2NW
Less an irregular rectangle: 545' x 701' x 505' x 1033'
T4S R46E, Sec. 29, NENE.

7/19/2004 Affidavit of Attorney Frank Hess
Establishes family member relationships
Recorded #1159169

12-5-05/AB

THE LORRAINE H. McNEEL REVOCABLE
TRUST AGREEMENT DATED

February 27, 1996

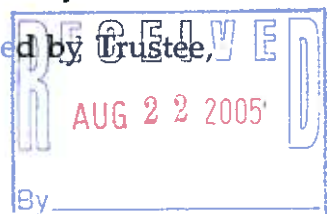
THIS TRUST AGREEMENT (this "Agreement") made and entered into this 27th day of February, 1996, between Lorraine H. McNeel, a married woman of Alpine, Wyoming ("Trustor"), and Trustor's daughters Marcia Wolfley, Jan Anderson, and Sally Bruce, Co-Trustees of the Trust hereinafter referred to as (the "Trustee"), for the benefit of the same Lorraine H. McNeel.

1. Name of Trust. This trust may, in general, be referred to as the "Trust".

2. Transfer in Trust. Trustor assigns, transfers, and conveys to Trustee all right, title, and interest in and to Trustor's property, real, personal, or mixed, as shown on the attached Exhibit A. Such property, hereafter designated the trust estate, shall be held by the Trustee for the uses and purposes and on the terms and conditions set forth herein.

Additions to Trust Estate. Trustor and any other person shall have the right, but not the obligation, at any time or times to grant, convey, give, devise, bequeath, or otherwise transfer additional real, personal or mixed property to the Trust, in the Trustee's capacity as such, by lifetime act, by will or by any other means, and all such additional property shall be subject to the terms and conditions of this Agreement.

4. Revocability of Trust/Amendment to Trust. This trust shall be revocable and by a written and notarized instrument by Trustor until her death at which time this Trust shall be irrevocable, and shall not be revoked or terminated by Trustee, the beneficiaries, or any other person, nor shall it be amended or altered by Trustee,



2-27-1996

Trust Agreement X

the beneficiaries, or any other person, except Trustor. This trust shall only be amended by a written and notarized instrument by Trustor until her death at which time this Trust cannot be amended.

5. Disposition of Income and Principal During Trustor's Life.

(a) Discretionary Distribution of Income. The Trustee may, in the Trustee's absolute discretion, distribute all or any part of the income of the Trust to or for the benefit of the Trustor, at any time and from time to time, in such sum or sums as the Trustee deems appropriate, except to the extent that the distribution of income is sooner mandated pursuant to other provisions of this Agreement.

(b) Discretionary Distribution of Principal. The Trustee may, in the Trustee's absolute discretion, distribute all or any part of the principal of the Trust to or for the benefit of the Trustor, at any time and from time to time, in such sum or sums as the Trustee deems appropriate, except to the extent that the distribution of principal is sooner mandated pursuant to other provisions of this Agreement.

6. Disposition On Trustor's Death. After Trustor's death, the Trustee shall hold and dispose of the trust property as follows:

(a) The Trustee is authorized and directed to pay out of the principal of the trust estate the proportionate share of any succession, legacy, inheritance, death, transfer or estate taxes, including any interest and penalties thereof, that may be assessed by reason of the death of Trustor. In making such payment, Trustee may rely on the written statement of the executor or administrator of the estate of Trustor as to the proportionate share of such taxes chargeable to the trust estate.

(b) The Trustee shall then distribute, per stirpes, the trust property, to Trustor's three children and her daughter-in-law, each to own an undivided interest in the trust property as follows:

Jan Anderson	27%
Sally Bruce	27%
Marsha Wolfley	19%
Shelley Barber	27%

7. Termination of Trust. This trust shall terminate upon distribution of the assets of the trust in accordance with paragraph 6 above following the death of Trustor.

8. Appointment, Resignation and Removal of Trustees.

(a) Removal and Appointment of Trustees. So long as Trustor is living, Trustor shall have the power, by means of a duly signed and acknowledged instrument, at any time and from time to time to remove the individual or entity then serving as the Trustee and/or to appoint an individual or corporation to act as a successor Trustee.

(b) Named Successor Trustees. If any of the Co-Trustees originally-named herein is or becomes unable or unwilling to act or to continue as a Co-Trustee, the remaining Co-Trustees may continue to act without the necessity of appointing a successor Co-Trustee. However, should any two of the Co-Trustees named herein become unable or unwilling to act or to continue as a Co-Trustee, then Trustor's daughter-in-law, Shelley Barber shall automatically be appointed as a Co-Trustee and the two Co-Trustees shall administer the trust without appointment

of a third Co-Trustee. Notwithstanding, Trustor may replace any or all of the Co-Trustees for any reason whatsoever.

(c) Succession by Merger, etc. If any bank or trust company ever succeeds to the trust business of any corporate fiduciary then serving as the Trustee or designated as a contingent successor to the Trustee, whether because of a name change, merger, any other form of reorganization, or the fiduciary's transfer of all of its existing business to said bank or trust company, the successor shall thereupon, without any conveyance or other action being required, be deemed to be the same as said fiduciary for purposes of this Agreement.

(d) Acceptance of Trusteeship. A person, whether natural or corporate, designated to be a successor Trustee shall become the Trustee only upon the person's acceptance of the person's appointments such by a duly signed and acknowledged instrument, but no judicial consent or ratification shall be necessary.

(e) Resignation. Any Trustee (or Co-Trustee) may resign upon giving at least thirty (30) days' written notice to Trustor, but if Trustor is either deceased or legally disabled, then to Trustor's legal representative.

(f) Ancillary Trustees. If the Trustee is legally unable to act as to any trust property, the Trustee shall designate in a duly acknowledged writing an individual, bank or trust company to act as an ancillary trustee with regard to such property. Such a designation shall be revocable by the Trustee at any time. The property being administered by the ancillary trustee, as well as the net income therefrom, shall be distributed or remitted as directed by the delegating Trustee. Each ancillary trustee shall exercise all the fiduciary powers granted by this Agreement except as otherwise provided by the delegating Trustee in the instrument appointing such ancillary trustee.

(g) Trustor Prohibited From Being Trustee or Ancillary Trustee. Notwithstanding any provision of this agreement to the contrary, Trustor shall not at any time be or serve as the Trustee or as an ancillary trustee.

9. Powers and Duties of Trustee.

(a) In the administration of any trust created under this Agreement, the Trustee shall have, with respect to any and all property, whether real, personal or mixed, which at any time constitutes part of such trust, the following powers, in addition to those conferred by law, but not abrogated by this Agreement, all of which shall be exercised in a fiduciary capacity:

(1) To retain any such property as an investment without regard to lack of diversification, whether or not such property is of the class in which trustees are authorized by law or any rule of court to invest trust funds.

(2) To sell any such property at either public or private sale for cash or on credit of any duration, to exchange any such property, to grant options for the purchase of any such property, without any limitation on the period of any such option, and to determine the prices and terms of sales, exchanges, and options.

(3) To invest and reinvest in, or take an option on, property of any character, real, personal or mixed, foreign or domestic, including, without limitation, bonds, notes, debentures, mortgages, certificates of deposit, common and preferred stocks, shares or interests in investment trusts, and participation's in any common trust fund maintained by the Trustee without regard to lack of diversification, whether or not such property is of the class in which trustees are authorized by law or any rule of court to invest trust funds.

(4) To consent to and participate in, or to oppose, any foreclosure, liquidation or plan of reorganization, consolidation, merger, combination, or other similar plan and to consent to any contract, lease, mortgage, purchase, sale, or other action by any corporation pursuant to such plan.

(5) To deposit any such property with any protective, reorganization or similar committee, to delegate discretionary power thereto

and to pay part of its expenses and compensation and any assessments levied with respect to such property.

(6) To exercise all option, conversion, subscription, voting, and other rights of whatever nature pertaining to any such property and to grant proxies, discretionary or otherwise, with respect thereto.

(7) To manage any real property in the same manner as if the absolute owner thereof, including, without limitation, the following powers in connection with such property: to make ordinary and extraordinary repairs and alterations to, to construct or erect, and to demolish any structure or other improvement on any such real property; to make or obtain the vacation of plots and adjust boundaries; to dedicate easements to public use without consideration; to lease, or grant options to lease on, any such property for any period of time and although any such period may extend beyond the duration of a trust created hereunder, with any provisions relating to the property so leased or to any improvements then or thereafter erected thereon; to insure against loss by fire or other casualty; to make partition or enter into any agreements of partition of any real property which, or an interest in which, at any time constitutes part of any trust created under this Agreement, even though the Trustee may hold an interest in the Trustee's own right or in some other capacity, and to give or receive money or other property for equality of partition; to enter into a lease or other arrangement for exploration and removal of minerals or other natural resources or into a pooling or unitization agreement; and to set up reasonable reserves for depreciation.

(8) To create, continue, maintain, invest in, modify, form, or terminate any joint venture, cotenancy, sole proprietorship, and to enter into and abide by any agreements in connection therewith.

(9) To employ the services of attorneys, investment counsel, accountants, appraisers, agents, or other advisers and to pay reasonable compensation for such services.

(10) To loan and borrow money for any purpose as the Trustee, in the Trustee's discretion, may determine upon such terms as the Trustee, in the Trustee's discretion, may determine and in connection therewith to execute promissory notes, mortgages or other obligations and to pledge or mortgage such property as security.

(11) To extend the time of payment of any obligation at any time owing to any trust created under this Agreement and to compromise, settle or submit to arbitration upon such terms as the Trustee may deem advisable, or to release, with or without consideration, any claim in favor of or against any trust created hereunder.

(12) To cause any such property to be held in nominee registration, with or without disclosure of the fiduciary character thereof, or unregistered.

(13) In dividing or distributing all or any portion of such property, to partition, divide or distribute in kind any property and, for such purpose, to determine to the extent permitted by law the value of any such property.

(14) To divide or distribute any such property on a non-pro-rata basis and without regard to its income tax basis.

(15) To receive additional property from any source and add it to and mingle it with a trust created hereunder.

(16) To allocate in the Trustee's discretion, in whole or in part, to principal and income, all receipts and disbursements for which no express provision is made hereunder, which allocation shall fully protect the Trustee with respect to any action taken or payment made in reliance thereon.

(17) To do all such acts, take all such proceedings and exercise all such rights and privileges, although not herein specifically mentioned, with respect to any such property, as if the absolute owner thereof; and in connection therewith to make, execute and deliver any instruments and to enter into any covenants or agreements binding a trust created hereunder.

(18) To enter into any otherwise authorized transaction with the personal representative or trustee of any estate or other trust in which any beneficiary hereunder has an interest, even if such personal representative or trustee is also the Trustee hereunder.

(b) Distributions to a Beneficiary If Under a Legal Disability. The Trustee, in the Trustee's absolute discretion, may make any distribution to be made to any beneficiary under this Agreement in any of the following ways when the beneficiary is under legal disability:

(1) to the beneficiary directly;

(2) to the legal representative of the beneficiary's estate;

(3) by utilizing the same, directly and without the interposition of any legal representative, for the health, support, or education of the beneficiary; or

(4) by reimbursing the person who is actually taking care of the beneficiary (even though such person is not the legal representative of the beneficiary) for expenditures made by such person for the benefit of the beneficiary.

(c) Accounting. The Trustee shall not be required to account to any court, but the Trustee shall account fully to Trustor if and to the extent Trustor requests in writing. The records of the Trustee, along with all related documentation, shall at all reasonable times be available to the inspection of Trustor. The accounts of the Trustee may be approved in a writing signed by all the beneficiaries then eligible for a distribution of income and/or principal from any trust created hereunder, and in the event that any such beneficiary is legally disabled, the beneficiary's legal representative or parent may sign on the beneficiary's behalf. The approval of a Trustee's accounts in this manner shall be equivalent to the approval of said accounts by a court of competent jurisdiction.

(d) Responsibilities of Successor Trustee. A successor Trustee shall accept the office of Trustee by a duly acknowledged instrument, and by so doing shall automatically become the Trustee without necessity for judicial consent or ratification, and, to the extent that applicable law allows, title to the property held in trust under this Agreement shall vest immediately in said person without necessity for any formal conveyance, provided that this provision shall not be construed to prohibit any such conveyance. A successor Trustee shall have no duty to examine the acts of any prior fiduciary, and any successor Trustee shall be responsible only for those assets which are actually delivered to such successor Trustee. Upon acceptance of the trusteeship, a successor Trustee shall have the same estates, titles, powers, duties, immunities, and discretion granted to the prior fiduciary.

(e) Freedom from Bond and Court Supervision. No Trustee (or ancillary trustee) shall be required to furnish any bond or other security for the faithful performance of the Trustee's duties as Trustee under this Agreement in any jurisdiction whatsoever, and, except as otherwise specifically provided herein, to the extent permitted by law, the Trustee (or ancillary trustee) shall exercise the powers granted it by this Agreement without the necessity of obtaining the consent, permission or ratification of any person or of any court, provided that an administrative ruling, judicial instructions or a judicial determination may be obtained whenever doing so is deemed advisable.

(f) Liability of Trustee. Trustee shall not be liable for any action taken or not taken or for any loss or depreciation in the value of any property, whether due to an error of judgment or some other cause, provided that the Trustee has not acted in bad faith. Except if and to the extent this Agreement specifically provides otherwise, if the Trustee is neither an individual specifically named in this Agreement nor a lineal descendant of Trustor, the Trustee shall be held to the standard of care then applicable under the law of the State of Wyoming.

(g) Persons Dealing with Trustee. No person dealing with the Trustee shall be obligated to look to the application of any moneys or other property paid or delivered to the Trustee or to inquire into the Trustee's authority as to any transaction. Any person may rely on what the Trustee represents to be a copy of the executed original of this Agreement and of any of the notations on it and writings attached to it, as fully as that person might rely on the original documents themselves.

(h) Compensation of Trustee. The Trustee shall be entitled, without judicial authorization, to reasonable compensation consented to in writing by Trustor or to reasonable compensation not exceeding, unless special circumstances clearly dictate otherwise, the compensation normally charged by a bank trust department in the State of Wyoming for the provision of similar services; provided that if the Trustee is a corporation (other than a professional corporation), it shall be entitled to receive reasonable compensation according to its customary rates for the provision of such services.

10. Intent of Parties. Notwithstanding any of the other provisions of this Agreement, it is the intention of the parties hereto that any transfers of property to Trust not constitute completed gifts under federal gift tax laws and that the income from the property transferred to the Trust be taxed to the Trust and/or to the Trustor/Beneficiary. Any provisions of this Agreement which could be construed to interfere with the accomplishment of these objectives shall instead be construed or, if necessary, disregarded to achieve them.

11. Spendthrift Provision. No beneficiary of any trust created hereunder shall have any right or power to anticipate, pledge, assign, sell, transfer, alienate, or encumber the beneficiary's interest in the trust in any way; nor shall any such interest in any manner be liable for or subject to the debts, liabilities, or obligations of any beneficiary or claims of any sort against any beneficiary.

12. Definitions and References.

(a) Except if and where the context of this Agreement clearly indicates otherwise, as used in this Agreement,

(1) "Trustee" shall include the trustee set forth on page 1, and shall also include the co-trustee named in paragraph 6 b). Any act of a trustee shall require the consent of any two of the co-trustees named herein. No co-trustee may act alone.

(2) The terms "legal disability" and "legally disabled" shall apply to a person who is a minor or most of whose property or financial affairs have been entrusted to a guardian, conservator or other legal representative pursuant to the determination of a court of competent jurisdiction because of the person's inability to manage adequately said property and/or affairs as a result of the person's mental illness, mental deficiency, mental retardation, infirmities resulting from advanced age, physical disability, disease, alcoholism, and/or addiction to drugs; and

(3) As used with respect to a person, the term "issue" means all lawful lineal descendants of that person, whether natural or adopted, except these who are the lineal descendants of the person's living descendants.

(4) The term "beneficiary" means the Trustor.

(b) Whenever necessary or appropriate, the use herein of any gender is to be deemed to include the other genders, and the use herein of either the singular or the plural is to be deemed to include the other.

13. Governing Law. The validity, effect and interpretation of this Agreement and the administration of the trust created hereunder shall be determined by the laws of the State of Wyoming.

14. Headings. The headings used in this Agreement are for convenience only and are not to be used in its construction.

15. Acceptance. The Trustee acknowledges receipt of the property transferred and delivered to him, as described in Paragraph 2 of this Agreement, accepts the trust created hereby and covenants that he will faithfully discharge all duties of his office as Trustee.

16. Effective Date. This trust shall become effective and operative upon the signing of this document by Trustor, regardless of whether Trustee has signed the document prior to Trustor.

IN WITNESS WHEREOF, Trustor has hereunto set Trustor's hand and the Trustee has hereunto set the Trustee's hand effective the day and year first above written.

TRUSTOR:

Lorraine McNeel
Lorraine McNeel

TRUSTEE:

Jan B. Anderson
Jan Anderson

Marsha B. Wolfley
Marsha Wolfley

Sally B. Bruce
Sally Bruce

STATE OF WYOMING)
COUNTY OF TETON)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Lorraine McNeel, the Trustor, this 19th day of February, 1996.

WITNESS my hand and official seal.



Connie G. Johnson
Notary Public
My Commission expires: 8/31/96

STATE OF UTAH)
COUNTY OF Belt Elder)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jan Anderson, the Co-Trustee, this 23rd day of February, 1996.

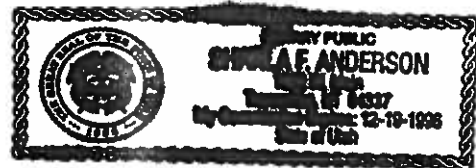
WITNESS my hand and official seal.

Jan Anderson

Notary Public

My Commission expires: _____

STATE OF WYOMING)
COUNTY OF Lincoln)



The foregoing instrument was subscribed, sworn to and acknowledged before me by Sally Bruce, the Co-Trustee, this 27 day of February, 1996.

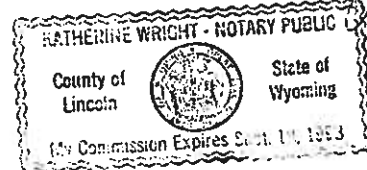
WITNESS my hand and official seal.

Katherine Wright

Notary Public

My Commission expires: Sept 18, 1996

STATE OF WYOMING)
COUNTY OF TETON)



The foregoing instrument was subscribed, sworn to and acknowledged before me by Marsha Wolfley, the Co-Trustee, this 19th day of February, 1996.

WITNESS my hand and official seal.



Connie G. Johnson

Notary Public

My Commission expires: 8/31/96

CERTIFICATION OF VITAL RECORDS

STATE OF WYOMING

DEPARTMENT OF HEALTH

STATE OF WYOMING DEPARTMENT OF HEALTH CERTIFICATE OF DEATH

TYPE
OR PRINT
IN
PERMANENT
BLACK
INK
FOR
INSTRUCTIONS
SEE
HANDBOOK

DECEDENT

PARENTS

INFORMANT

DISPOSITION

CERTIFIER

CAUSE
OF DEATH

LOCAL FILE NUMBER		STATE FILE NUMBER	
1. DECEDENT-NAME FIRST MIDDLE LAST Lorraine Wright Heap Barber McNEEL		2. SEX Female	3. DATE OF DEATH (Mo., Day, Yr.) May 31, 2000
4. SOCIAL SECURITY NUMBER		5a. AGE-Last Birthday (Years) 79	5b. UNDER 1 YEAR Months Days Hours
7a. PLACE OF DEATH (Check only one) HOSPITAL: ☒ Inpatient ☐ ER/Outpatient ☐ DOA OTHER: ☐ Nursing Home ☐ Residence ☐ Other (Specify)		6. DATE OF BIRTH (Mo., Day, Yr.) July 20, 1920	
7b. FACILITY NAME (If not institution, give street and number) Star Valley Medical Center		7c. CITY, TOWN, OR LOCATION OF DEATH Afton	7d. COUNTY OF DEATH Lincoln
8. STATE OF BIRTH (If not in U.S.A., name country) Wyoming		9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Widowed	
10. SURVIVING SPOUSE (If wife, give maiden name)		11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no) No	
12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired) Housewife		12b. KIND OF BUSINESS OR INDUSTRY Homemaker	
13a. RESIDENCE - STATE Wyoming	13b. COUNTY Lincoln	13c. CITY, TOWN OR LOCATION Afton	13d. STREET AND NUMBER 156 Willard Ave.
14. WAS DECEDENT OF FOREIGN ORIGIN? (Specify no or yes - if yes, specify Cuban, Mexican, Puerto Rican, Etc.) No ☒ Yes ☐ (Specify)		15. RACE - American Indian, Black, White, Etc. (Specify) White	
16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-11) College (1-4 or 5+) 12		17. FATHER'S NAME First Middle Last Edgar Joel Heap	
18. MOTHER'S NAME First Middle Maiden Surname Annie Katherine Wright		19a. INFORMANT-NAME (Type or Print) Sally Bruce	
19b. RELATIONSHIP TO DECEDENT Daughter		19c. MAILING ADDRESS STREET OR R/F/D NUMBER CITY OR TOWN STATE ZIP CODE 142 Allred Road; Afton, Wyoming 83110	
20a. Burial, Cremation, Removal from State, Other (Specify) Burial		20b. DATE (Mo., Day, Yr.) June 3, 2000	20c. CEMETERY OR CREMATORY-NAME Freedom Cemetery
20d. LOCATION CITY OR TOWN STATE Freedom, Wyoming		21a. FUNERAL SERVICE (Check one) As Such (Specify) Number 21b. NAME OF FACILITY Number 21c. ADDRESS OF FACILITY Schwab Mortuary 45 44 E. 4th Ave.; Afton, WY	
22a. DATE SIGNED (Mo., Day, Yr.) 5-2-00		22b. HOUR OF DEATH 10:08 A M	22c. HOUR OF DEATH M
22d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		23a. DATE SIGNED (Mo., Day, Yr.) 6-5-00	
23b. HOUR OF DEATH M		23c. HOUR OF DEATH M	
24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print) Allen D. Carter, M.D.; P.O. Box 579; Afton, Wyoming 83110			
25a. REGISTRAR (Signature) <i>[Signature]</i>		25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 6-5-00	
PART I. Enter the diseases, injuries, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. IMMEDIATE CAUSE (Final disease or condition resulting in death) <i>a. Profound Bradycardia</i> <i>b. Dissecting Aortic Aneurysm</i> Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST <i>c. Dissecting Aortic Aneurysm</i>			
PART II. OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I.			
26. MANNER OF DEATH ☒ Natural ☐ Pending Investigation ☐ Accident ☐ Could not be Determined ☐ Suicide ☐ Homicide		27. DATE OF INJURY (Month, Day, Year)	28. TIME OF INJURY M
29. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)		30. DESCRIBE HOW INJURY OCCURRED	
31. LOCATION (Street and Number or Rural Route Number, City or Town, State)		32. AUTOPSY (Specify yes or no) No	
33. WAS CASE REFERRED TO CORONER (Specify yes or no) No		34. DATE RECEIVED BY CORONER	

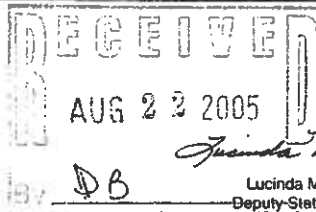
VR 2-89
8/97 15M

158290

This is a true and exact reproduction of the document on file in the office of Vital Records Services, Cheyenne, Wyoming.

DATE ISSUED: JUN 9 2000

This copy is not valid unless transferred on paper with an approved border displaying the date, seal and signature of the Deputy State Registrar.



5-31-2000

SETTLEMENT AGREEMENT

This Agreement is made and entered into this ____ day of June, 2001 by and between Marsha Wolfley, Sally Bruce, Jan Anderson and Shelley Barber Crane (hereinafter collectively they shall be referred to as the Beneficiaries and occasionally as the Parties).

RECITALS

I. WHEREAS, Joel Barber, Marsha Wolfley, Sally Bruce and Jan Anderson are the children of Lorraine H. McNeel; and

II. WHEREAS, Joel Barber died in August of 1995 and is survived by his wife Shelley Barber Crane who is the legal heir of his estate; and

III. WHEREAS, a gift of 150 acres was made to Joel Barber pursuant to an Agreement between Lorraine H. Barber McNeel, her husband, Gidden L McNeel and Walter Joel Barber and which was recorded in the Bonneville County Records office on December 3, 1981. As further evidence of this gift a Federal Gift Tax Return was filed with the Internal Revenue Service; and

IV. WHEREAS, the 150 acres is part of a larger parcel of land consisting of 318.39 acres and known as the Family Farm. The 318.39 acres consists of five separate parcels: a 120.4 acre parcel, two 40 acres parcel, a 108.94 acre parcel and finally a 10.05 acre parcel. Previously, approximately a one acre parcel (and the improvements thereon) was deeded to Marsha Wolfley; and

V. WHEREAS, a Sales Agreement was made between Edward H. and Sally Bruce pursuant to a document between them and Lorraine H. Barber McNeel, her husband, Gidden L McNeel and was recorded in the Bonneville County Records office on December 3, 1981; and

VI. WHEREAS, a Sales Agreement was made between Michael and Jan Anderson pursuant to an Document between them and Lorraine H. Barber McNeel, her husband, Gidden L McNeel recorded in the Bonneville County Records office on December 3, 1981; and

VII. WHEREAS, the Agreement referred to above between Joel Barber, Lorraine H. Barber McNeel, her husband, Gidden L McNeel, provided that the income generated by Gidden and Lorraine on the farm would be credited for Joel's benefit toward the purchase of said farm; and



VIII. WHEREAS, Lorraine H. Barber McNeel died in May of 2000 and left a Trust named the Lorraine H. McNeel Revocable Trust dated February 27, 1996. Said Trust Agreement provides for the equal distribution of trust assets among the Beneficiaries except with respect to the Family Farm in which it is to be distributed 27% to each Beneficiary except Marsha Wolfrey who is to receive 19%; and

IX. WHEREAS, Marsha Wolfrey has received a parcel of land of approximately one acre originally located on the Family Farm and adjacent to the same. Prior to the gift of one acre to Marsha Wolfrey, the Family Farm consisted of approximately 320 acres; and

X. WHEREAS, some of the Beneficiaries dispute the validity of the Agreements set forth above; and

XI. WHEREAS, the inclusion of the 150 acres set forth in Recital III above would result in the imposition of a Federal Estate Tax as the result of the death of Lorraine H. McNeel; and

XII. WHEREAS, the 150 acres is not included in the Estate of Lorraine H. McNeel and therefore not reported as such to the Internal Revenue Service, and shall thereby not receive a new basis pursuant to Section 1014 of the Internal Revenue Code; and

XIII. WHEREAS, if the 150 acres is sold, a capital gains tax will be imposed on the difference between the basis in the property (determined by the value of the property at the time of the death of Joel Barber) and the current fair market value.

NOW, THEREFORE, to preserve family harmony among the Beneficiaries and to avoid litigation the Beneficiaries agree as follows:

ARTICLE I

BASIC TERMS OF AGREEMENT

1.1 Description of Family Farm. The Family Farm consists of approximately 318.39 acres and is described as follows:

All in Township 4 South, Range 46, East of the Boise Meridian, Bonneville County, Idaho,

Situated in Section 21; NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, & SW $\frac{1}{4}$ SE $\frac{1}{4}$

Situated in Section 28: NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$. Exception:

Beginning at point which is 815 feet South and 80 feet East of the NW corner, Section 28, Township 4 South, Range 46 East of the Boise Meridian, Idaho, and running thence South 505 feet; thence East 1033.7 feet, thence Northwesterly along the East side of a swail situated at that location, a distance of 545 feet more or less, thence West 701 feet more or less to the place of beginning.

Situated in Section 29: NE $\frac{1}{4}$ NE $\frac{1}{4}$

1.2 Transfer of 150 acres. Shelley Barber Crane shall transfer any and all interest in the 150 acres (plus any additional ownership she or her daughter may have in the Family Farm) to the Beneficiaries in the amounts set forth in paragraph 1.2 above. This shall take place at the time the farm is disposed of and when all the conditions of this Agreement are met.

1.3 Division of Family Farm. The Family Farm shall be divided twenty seven percent 27% to each of the following: Sally Bruce, Jan Anderson and Shelley Barber Crane and 19% to Marsha Wolfrey.

1.4 Costs of Administration. The Beneficiaries agree that all costs incurred by Shelley Barber Crane, including attorney fees, shall be reimbursed by the estate thereby making the estate responsible for all costs relative to this Settlement Agreements.

1.5 Capital Gains. Each Beneficiary shall be responsible for the capital gains imposed as the result of the sale of a portion of the Family Farm referred to in paragraph 1.6 below as reported on Form 1099S. The tax basis of the the 150 acres owned by Shelley Barber Crane is \$1,600.00 per acre. This basis was established pursuant to an appraisal done at the time of Joel's death for purposes of determining estate tax liability or filing requirements upon his death.

The Beneficiaries, other then Marsha Wolfrey, shall be responsible for these taxes on an equal basis when the Family Farm is sold. Each agrees to report their share of the capital gains tax. Marsha Wolfrey shall pay to each Beneficiary an amount equal to 1/4 of said capital gain tax

imposed on the other Beneficiaries, thereby giving the final result of each Beneficiary sharing equally in the taxes. Marsha Wolfrey agrees that sufficient monies shall be withheld and retained in the estate from the sale of the Alpine and Afton home in order for her to meet the reimbursement required hereunder. This amount shall be determined by a competent tax advisor elected by the Beneficiaries. No distribution shall be made until such amount is determined and monies are actually set aside as required hereunder.

1.6 Agreement to Sale. The Beneficiaries agree to sell the Family Farm with the exception that each may retain a 5 acre parcel. Notwithstanding the above, Marsha Wolfrey is retaining a 60 acre parcel for her own use and benefit and is not participating in the sale. The proceeds shall be distributed exclusively to Sally Bruce, Jan Anderson and Shelley Barber Crane.

1.7 Indemnification. While the Beneficiaries believe that there will be no adverse tax consequences to Shelley Barber Crane from the transfer of the 150 acres as required by Section 1.2, the Beneficiaries agree to indemnify Shelley Barber Crane for any adverse tax consequences as the result of this transfer.

1.8 Estate Taxes. The Beneficiaries agree that they estate may be liable for estate taxes and the Beneficiaries agree that the Personal Representatives and Trustees shall pay the proper estate tax to all taxing authorities as required by applicable law.

ARTICLE II

MISCELLANEOUS PROVISION

2.1 Entire Contract and Amendments. This Agreement is the entire contract between the Beneficiaries relating to the subject matter hereof, supersedes all prior and contemporaneous

negotiations, understandings and agreements, written or oral, between the Beneficiaries and may not be modified or amended except by written amendment executed by all Beneficiaries.

2.2 Nature and Survival of Representations. All statements contained in any certificate or other instrument delivered by or on behalf of the Beneficiaries pursuant thereto or in connection with the transactions contemplated hereby shall be deemed representations and warranties and shall survive the Closing. Upon the death of a Beneficiary this Agreement shall not be modified in any respect but shall be in full force, and shall be binding upon all heirs, beneficiaries or assigns.

2.3 Notice. Notice, demand or request required or permitted to be given under this Agreement shall be in writing and delivered personally or by registered or verified mail, postage prepaid, to the following persons and addresses, or such other addresses or persons as any of the Beneficiaries may designate by subsequent notice to the other Beneficiaries:

2.4 Default and Attorney's Fees. In the event of any default under the terms of this Agreement, the party at fault agrees to pay all costs, including reasonable attorney's fees, incurred in the enforcing of the terms hereof, whether before or after suit is initiated.

2.5 Legal Representation. The Beneficiaries collectively and individually have had the opportunity to separate legal counsel and either received such separation representation or have waived the same. Shelley Barber Crane has retained the counsel of Steven R. Skabelund to represent her interest and the interest of her daughter Brandi Lee.

2.6 Litigation and Claims. There is no action, suit, litigation, investigation, claim, arbitration or other proceeding pending or to the knowledge of Beneficiaries threatened against the Beneficiaries or the Family Farm. To the best of the Beneficiaries' knowledge and belief, the Beneficiaries knows of no fact which would provide the basis for any action, suit, litigation,

claim, investigation, arbitration or other proceeding which might alone or in aggregate materially or adversely affect the Family Farm .

2.7 Compliance with Law. In regards to the Family Farm to the best of Beneficiaries knowledge, they have complied with and is not in violation or in default under (a) any law, ordinance, regulation, rule (including without limitation those relating to zoning, employment, health and safety), and (b) any order or decree of any court or agency or instrumentality of government. Beneficiaries has receive no notice of any such violation or non-compliance.

IN WITNESS WHEREOF, the Beneficiaries have executed this Agreement upon the date first above written.

MARSHA WOLFLEY

SALLY BRUCE

JAN ANDERSON

SHELLEY BARBER CRANE

IN THE DISTRICT COURT OF LINCOLN COUNTY, WYOMING
THIRD JUDICIAL DISTRICT

IN THE MATTER OF THE
ESTATE OF:

Probate No _____

LORRAINE H. McNEEL

Deceased

PETITION FOR PROBATE
AND
APPOINTMENT OF PERSONAL REPRESENTATIVE

1. Petitioner: Frank Hess
Attorney at Law
P.O. Box 449
Jackson, WY 83001
(307) 733-7881
2. Date and place of Death: May 31, 2000
Lincoln County, Wyoming
3. County and State of Residence at time of death: Lincoln County,
Wyoming
4. Date of Will: December 5, 1995
5. Executor named in Will: Sally Bruce and Marsha
Wolfley
6. Character and probate Real Property in Alpine
and Afton, Wyoming
and miscellaneous personal
property totaling \$220,000.00
7. Names, ages and residence of the heirs and devisees:

NAME	RELATIONSHIP	AGE	ADDRESS
Sally Barber Bruce	daughter	adult	142 Allred Road Afton, WY 83110
Marsha Barber Wolfley	daughter	adult	178 Jackknife Road Freedom, WY 83120
Jan Barber Anderson	daughter	adult	14450 N 6000 W Garland, UT 84312
Shelley Barber	daughter-in-law	adult	328 E 200 N Springville, UT 84663

4-16-2000

DB

IN THE DISTRICT COURT OF LINCOLN COUNTY, WYOMING
THIRD JUDICIAL DISTRICT

IN THE MATTER OF THE
ESTATE OF:

Probate No _____

LORRAINE H. McNEEL

Deceased.

AFFIDAVIT OF ATTORNEY

Frank Hess being first duly sworn upon oath deposes and says as follows:

1. I am the attorney who drafted the Last Will And Testament (Will) of Lorraine H. McNeel. I spoke with Lorraine H. McNeel about the disposition of her property, and the named executors.

2. After speaking with Lorraine H. McNeel, I mailed a draft of the Will to her. Shortly thereafter, she came to my office and signed the original of the Will.

3. Article III of the Will states that she (Lorraine H. McNeel) appoints "Sally Brown of Afton, Wyoming, and Marsha Wolfley of Freedom, Wyoming as co-executors" of the Will. Lorraine H. McNeel has three daughters and she told me she wanted Sally and Marsha to act as co-executors.

4. Lorraine's has a daughter named Sally Bruce, not Sally Brown. To my knowledge there is not a Sally Brown of Afton, Wyoming, and there certainly isn't one that is the daughter of Lorraine H. McNeel. The insertion of the surname "Bruce" was an error.

8. The above named heirs have all been provided with a copy of the Last Will and Testament Of Lorraine H. McNeel, and a copy of this Petition.

9. The named executor in the Last Will and Testament of decedent are her daughters Sally Brown and Marsha (Barber) Wolfley who are not required to give bond pursuant to Article III. Each has agreed to act as the executor in this probate action. The designation of Sally "Brown" as the executor is a scrivener's error; the correct name is "Sally Bruce". See Affidavit Of Attorney attached hereto.

WHEREFORE your Petitioner prays that the Last Will and Testament be admitted to probate, that Letters Testamentary be issued to Sally Barber Bruce and Marsha Barber Wolfley without bond being required, and that such other and further relief as may be necessary, proper and equitable be granted.

DATED this 16th of June, 2000.



Frank Hess
P.O. Box 9812
Jackson, Wyoming 83001
307-733-7881 phone
307-733-7882 fax

5. Article III of the Will should state that Sally Bruce and Marsha Wolfley are the co-executors. Neither affiant nor Lorraine H. McNeel caught this error at the time the Will was signed in affiant's office on December 5, 1995.

6. All other terms and conditions contained within the Will appear correct and comport with affiant's memory of Lorraine H. McNeel's expressed intent.

DATED this 16~~4~~ of June, 2000.



Frank Hess
Attorney for the estate
P.O. Box 449
Jackson, Wyoming 83001
307-733-7881 phone
307-733-7882 fax

STATE OF WYOMING

COUNTY OF TETON

The foregoing instrument was acknowledged before this 16th day of June, 2000 by Frank Hess who does verify that the foregoing statements are true and correct to the best of his knowledge.

WITNESS my hand and official seal.



Notary Public
My Commission expires: 2-18-2004

LAST WILL AND TESTAMENT

Of

LORRAINE H. McNEEL

I, Lorraine H. McNeel, of the County of Lincoln, State of Wyoming, do hereby make, publish and declare this to be my Last Will and Testament, and revoke all former Wills and codicils by me made.

ARTICLE I.

DEBTS AND TAXES.

I direct all my legal debts and expenses of my last illness and funeral shall be paid out of my estate. I further direct all inheritance, estate and other similar taxes assessed against my taxable estate, or the recipients thereof, whether passing by this Will or otherwise, shall be paid out of my residuary estate without reimbursement or contribution from any person.

ARTICLE II.

DISTRIBUTION OF ESTATE.

I hereby devise and bequeath absolutely and without restriction all of my property, real, personal or mixed, of which I may die seized or possessed, or to which I have any interest or right of testamentary disposition, and of any kind whatsoever or wheresoever situated to my daughter-in-law and three children per stripes in the percent set forth below, namely;

Shelley Barber 27%, Jan Barber 27%, Marsha Barber 19%, and Sally Barber 27%

ARTICLE III.

EXECUTOR.

I hereby nominate and appoint Sally Brown of Afton, Wyoming, and Marsha Wolfley of Freedom, Wyoming as co-executors of this Will. In the event of the death, or refusal or inability to act of either co-executor, a successor co-executor need not be appointed. Either co-executor may act alone. I direct that neither of them be required to furnish bond.

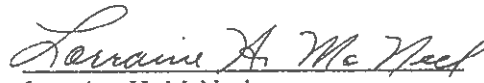
FL
Sw

L.H.M.

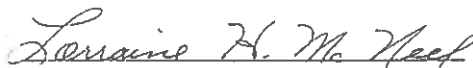
ARTICLE IV.
ALTERNATE DISTRIBUTION OF ESTATE.

If at any time before final distribution of my estate or trust estate, there shall not be in existence anyone who is or might become entitled to receive benefits therefrom as hereinabove provided, then upon the happening of such event any portion of my estate or trust estate then remaining shall be paid over and distributed outright and to my heirs at law, in the proportion and determined as though I had then died without a will, a resident of the State of Wyoming, in accordance with the laws of descent and distribution of real and personal property of the State of Wyoming now in effect.

IN WITNESS WHEREOF, I have hereunto set my hand to my Last Will and Testament, consisting of 3 typewritten pages, on this 5 day of December, 1995.


Lorraine H. McNeel

I, Lorraine H. McNeel, the Testator, signed my name to this instrument this 5 day of December, 1995, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument at the law office of Frank Hess in Jackson, Wyoming, as my Last Will and Testament, and that I sign it willingly, that I execute it as my free and voluntary act for the purpose therein expressed, and that I am an adult person of sound mind, under no constraint or undue influence.


Lorraine H. McNeel

We, Frank Hess and Susan Whiston the witnesses, sign our names to this instrument at the law office of Frank Hess in Jackson, Wyoming, being first duly sworn, and do hereby declare to the undersigned authority that the Testator, hereby signs and executes this instrument as her Last Will and Testament, and that she signs it willingly, and that she executed it in our presence as her free and voluntary act for the purpose therein expressed, and that

FH
Su

L.H.M.

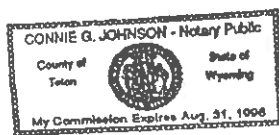
each of us, in the presence and hearing of the Testator, hereby signs this as witnesses to the Testator's signature and to the best of our knowledge, the Testator is an adult person, of sound mind, and under no constraint of undue influence.

Frank H.

Susan Winters

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

Subscribed, sworn to and acknowledged before me by Lorraine H. McNeel, the Testator, and subscribed and sworn to before me by Frank H. and Susan Winters witnesses, this 5th day of December, 1995.



Connie G. Johnson
Notary Public
My Commission Expires: 8/31/96

F.H.

Su

L.H.M.

QUITCLAIM DEED

This Quitclaim Deed is made this 17th day of May, 2004, between Shelley Crane, of Springville, Utah, hereinafter referred to as GRANTOR, and Marsha Barber Wolfley, Jan Anderson, and Sally B. Bruce, as co-trustees of The Lorraine H. McNeel Revocable Trust Agreement Dated February 27, 1996, of 142 Allred Road, Afton, Wyoming 83110, hereinafter referred to as GRANTEE:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is acknowledged, has conveyed and quitclaimed to Grantee and Grantee's successors and assigns forever, all of the following described real estate situated in the County of Bonneville, State of Idaho:

Exhibit Tract 1:

All in Township 4 South, Range 46, East of the Boise Meridian, Bonneville County, Idaho.

Situated in Section 21: Southwest quarter of the Southwest quarter; Southeast quarter of the Southwest quarter and Southwest quarter of the Southeast quarter.

Situated in Section 28: Northwest quarter of the Northeast quarter; North half of the Northwest quarter.

Less and Excepting: Beginning at a point which is 815 feet South and 80 feet East of the NW Corner, Section 28, Township 4 South, Range 46 East of the Boise Meridian, Idaho, and running thence South 505 feet; thence East 1033.7 feet, thence Northwesterly along the East side of a swail situated at that location, a distance of 545 feet more or less, thence West 701 feet more or less to the place of beginning.

Situated in Section 29: Northeast quarter of the Northeast quarter.

Tract 2:

The Northwest quarter of the Southwest quarter of Section 21, Township 4 South, Range 46, East of the Boise Meridian, Bonneville County, Idaho.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances belonging to the described property or in any manner appertaining to such property, the reversion and reversions, remainder and remainders, rents, issues, and profits of such property; and all estate, right, title, and interest in and to such property, as well in law as in equity;

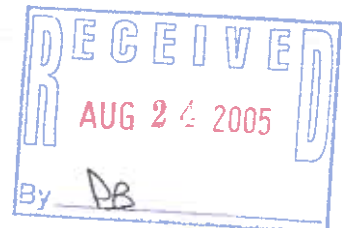
and further subject to all covenants, conditions, easements, reservations, rights and rights-of-way of sight and/or record.

To have and to hold, all and singular the described property together with the appurtenances to Grantee and Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantor has set Grantor's hand on the date first written above.

Shelley Crane
Shelley Crane

IF 48049
First American Title Co.
2004 Jennie Lee Dr.
P.O. Box 3432
Idaho Falls, ID 83404



5-17-2004

STATE OF UTAH

COUNTY OF Utah

On the 17 day of May, in the year of 2004, before me, the undersigned, a notary public, in and for said State, personally appeared Shelley Crane, whose name is subscribed to the within instrument, and acknowledged 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.



Kerry Wyckoff
Notary Public for: State of Utah
Residing at: 117 E. 1000 So. Sp. 2nd Lt.
My Commission Expires: 01/16/06

INSTRUMENT NO.	<u>1159166</u>
DATE	<u>5-23-04</u>
INST. CODE	<u>220</u>
IMAGED PGS	<u>2</u>
FEE	<u>6.00</u>
STATE OF IDAHO	
COUNTY OF BONNEVILLE	
I hereby certify that the within instrument was recorded.	
Ronald Longshore, County Clerk	
By	<u>[Signature]</u>
Deputy	
Request of	<u>Butco</u>

QUITCLAIM DEED

This Quitclaim Deed is made this 6th day of June, 2004, between Michael Anderson and Jan Anderson of Garland, Utah, hereinafter referred to as GRANTOR, and Marsha Barber Wolfley, Jan Anderson, and Sally B. Bruce, as co-trustees of The Lorraine H. McNeel Revocable Trust Agreement Dated February 27, 1996, of 142 Allred Road, Afton, Wyoming 83110, hereinafter referred to as GRANTEE:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is acknowledged, has conveyed and quitclaimed to Grantee and Grantee's successors and assigns forever, all of the following described real estate situated in the County of Bonneville, State of Idaho:

Tract 1:

All in Township 4 South, Range 46, East of the Boise Meridian, Bonneville County, Idaho.

Situated in Section 21: Southwest quarter of the Southwest quarter; Southeast quarter of the Southwest quarter and Southwest quarter of the Southeast quarter.

Situated in Section 28: Northwest quarter of the Northeast quarter; North half of the Northwest quarter.

Less and Excepting: Beginning at a point which is 815 feet South and 80 feet East of the NW Corner, Section 28, Township 4 South, Range 46 East of the Boise Meridian, Idaho, and running thence South 505 feet; thence East 1033.7 feet, thence Northwesterly along the East side of a swail situated at that location, a distance of 545 feet more or less, thence West 701 feet more or less to the place of beginning.

Situated in Section 29: Northeast quarter of the Northeast quarter.

Tract 2:

The Northwest quarter of the Southwest quarter of Section 21, Township 4 South, Range 46, East of the Boise Meridian, Bonneville County, Idaho.

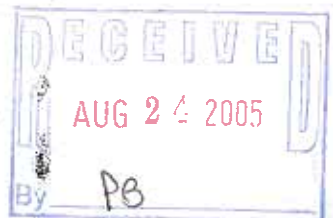
TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances belonging to the described property or in any manner appertaining to such property, the reversion and reversions, remainder and remainders, rents, issues, and profits of such property; and all estate, right, title, and interest in and to such property, as well in law as in equity;

and further subject to all covenants, conditions, easements, reservations, rights and rights-of-way of sight and/or record.

To have and to hold, all and singular the described property together with the appurtenances to Grantee and Grantee's successors and assigns forever.

INSTRUMENT NO.	1159167
DATE	7-23-04
INST. CODE	220
IMAGED PGS	2
FEE	6-
STATE OF IDAHO	ss
COUNTY OF BONNEVILLE	)
I hereby certify that the within instrument was recorded.	
Ronald Longman, County Recorder	
By	<i>[Signature]</i>
Deputy	
Request of	<i>[Signature]</i>

IF 48049
First American Title Co.
2004 Jennie Lee Dr.
P.O. Box 3432
Idaho Falls, ID 83404



4-6-2004

IN WITNESS WHEREOF, Grantor has set Grantor's hand on the date first written above.

Michael L. Anderson
Michael Anderson

Jan D. Anderson
Jan Anderson

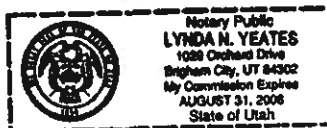
STATE OF Utah

COUNTY OF Box Elder

On the 6th day of April, in the year of 2007, before me, the undersigned, a notary public, in and for said State, personally appeared Michael Anderson and Jan Anderson, whose names are subscribed to the within instrument, and acknowledged that they executed the same.

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

Lynda N. Yeates
Notary Public for:
Residing at: Remondia Hill
My Commission Expires: August 31, 2008



QUITCLAIM DEED

This Quitclaim Deed is made this 23rd day of ^{SEPTEMBER} ~~June~~, 2003, between Edward H. Bruce and Sally Bruce of Afton, Wyoming, hereinafter referred to as GRANTOR, and Marsha Barber Wolfley, Jan Anderson, and Sally B. Bruce, as co-trustees of The Lorraine H. McNeel Revocable Trust Agreement Dated February 27, 1996, of 142 Allred Road, Afton, Wyoming 83110, hereinafter referred to as GRANTEE:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is acknowledged, has conveyed and quitclaimed to Grantee and Grantee's successors and assigns forever, all of the following described real estate situated in the County of Bonneville, State of Idaho:

Tract 1:

All in Township 4 South, Range 46, East of the Boise Meridian, Bonneville County, Idaho.

Situated in Section 21: Southwest quarter of the Southwest quarter; Southeast quarter of the Southwest quarter and Southwest quarter of the Southeast quarter.

Situated in Section 28: Northwest quarter of the Northeast quarter; North half of the Northwest quarter.

Less and Excepting: Beginning at a point which is 815 feet South and 80 feet East of the NW Corner, Section 28, Township 4 South, Range 46 East of the Boise Meridian, Idaho, and running thence South 505 feet; thence East 1033.7 feet, thence Northwesterly along the East side of a swail situated at that location, a distance of 545 feet more or less, thence West 701 feet more or less to the place of beginning.

Situated in Section 29: Northeast quarter of the Northeast quarter.

Tract 2:

The Northwest quarter of the Southwest quarter of Section 21, Township 4 South, Range 46, East of the Boise Meridian, Bonneville County, Idaho.

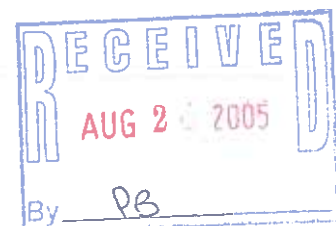
TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances belonging to the described property or in any manner appertaining to such property, the reversion and reversions, remainder and remainders, rents, issues, and profits of such property; and all estate, right, title, and interest in and to such property, as well in law as in equity;

and further subject to all covenants, conditions, easements, reservations, rights and rights-of-way of sight and/or record.

To have and to hold, all and singular the described property together with the appurtenances to Grantee and Grantee's successors and assigns forever.

INSTRUMENT NO.	1159163
DATE	7-23-04
INST. CODE	220
IMAGED PGS	2
FEE	6-
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Ronald Longmire, County Recorder	
By	<i>[Signature]</i>
Deputy	
Request of	<i>[Signature]</i>

IF 48049
First American Title Co.
2004 Jennie Lee Dr.
P.O. Box 3432
Idaho Falls, ID 83404



9-23-2003

IN WITNESS WHEREOF, Grantor has set Grantor's hand on the date first written above.

Edward H Bruce
Edward H. Bruce

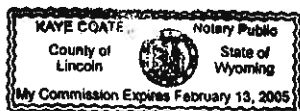
Sally Bruce
Sally Bruce

STATE OF WYOMING)

COUNTY OF LINCOLN)

On the 23 day of Sept, in the year of 2003, before me, the undersigned, a notary public, in and for said State, personally appeared Edward H. Bruce and Sally Bruce, whose names are subscribed to the within instrument, and acknowledged that they executed the same.

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



Kaye Coate
Notary Public for:
Residing at: Optima, Wyo.
My Commission Expires: Feb. 13, 2005

AFFIDAVIT OF SALLY BRUCE
REGARDING LORRAINE H. McNEEL

Sally Bruce being first duly sworn upon oath deposes and says as follows:

1. Lorraine H. McNeel was my natural mother. She was born on July 20, 1920 and died on May 31, 2000. I and Marsha Wolfley are the co-personal representatives of Lorraine H. McNeel's estate.

2. Prior to Lorraine H. McNeel's marriage to Glidden L. McNeel, she was known as Lorraine H. Barber. Glidden L. McNeel predeceased Lorraine H. McNeel such that she was a widow at the time of her death.

3. Lorraine McNeel had four children, namely; myself, Marsha Wolfley, Jan Anderson, and Joel Barber. She had no other children. Joel Barber is deceased having died on August 12, 1995. He left a surviving wife, Shelley Crane.

4. Of Lorraine H. McNeel's four children, all of them are alive except Joel Barber.

DATED this 23 day of Sept, 2003.

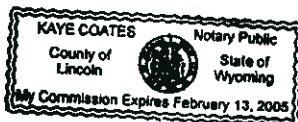
Sally Bruce
Sally Bruce

STATE OF WYOMING)
COUNTY OF LINCOLN)

INSTRUMENT NO.	1159164
DATE	7-23-03
INST. CODE	800
IMAGED PGS	1
FEE	3
STATE OF IDAHO) COUNTY OF BONNEVILLE) I hereby certify that the within instrument was recorded. Romely Longmore, County Recorder	
By	<u>[Signature]</u>
Deputy Request of	<u>Latco</u>

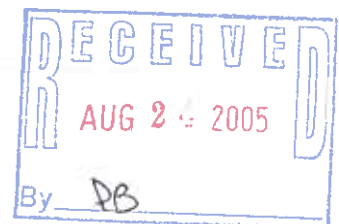
Sept. The foregoing instrument was acknowledged before this 23 day of Sept, 2003 by Sally Bruce who does verify that the foregoing statements are true and correct to the best of her knowledge.

WITNESS my hand and official seal.



[Signature]
Notary Public
My Commission expires: Feb. 13, 2005

TF 48049
First American Title Co.
2004 Jennie Lee Dr.
P.O. Box 3432
Idaho Falls, ID 83404



9 - 23 - 2003

AFFIDAVIT OF SHELLEY CRANE
REGARDING JOEL BARBER

Shelley Crane being first duly sworn upon oath deposes and says as follows:

1. I am the surviving wife of Walter Joel Barber who died on August 12, 1995. Walter Joel Barber was the son of Lorraine H. Barber McNeel and the stepson of Glidden L. McNeel. Walter Joel Barber's estate was never probated.

2. On October 3, 1980, Glidden L. McNeel and Lorraine H. Barber McNeel as husband and wife entered into a Sale Agreement with Walter Joel Barber for the sale of 150 acres in Bonneville County, Idaho. That 150 acres was never specifically identified in terms of a legal description although it consisted of a portion of that real property described as:

Tract 1:

All in Township 4 South, Range 46, East of the Boise Meridian, Bonneville County, Idaho.

Situated in Section 21: Southwest quarter of the Southwest quarter; Southeast quarter of the Southwest quarter and Southwest quarter of the Southeast quarter.

Situated in Section 28: Northwest quarter of the Northeast quarter; North half of the Northwest quarter.

Less and Excepting: Beginning at a point which is 815 feet South and 80 feet East of the NW Corner, Section 28, Township 4 South, Range 46 East of the Boise Meridian, Idaho, and running thence South 505 feet; thence East 1033.7 feet, thence Northwesterly along the East side of a swail situated at that location, a distance of 545 feet more or less, thence West 701 feet more or less to the place of beginning.

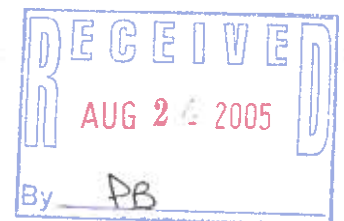
Situated in Section 29: Northeast quarter of the Northeast quarter.

Tract 2:

The Northwest quarter of the Southwest quarter of Section 21, Township 4 South, Range 46, East of the Boise Meridian, Bonneville County, Idaho.

3. The Sale Agreement was recorded with the Recorder of Bonneville County, Idaho on December 31, 1981 as Instrument No. 616619; however, no Warranty Deed or Quitclaim Deed was ever signed or filed conveying the

5-17-2004
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P.O. Box 3432
Idaho Falls, ID 83404



property to Walter Joel Barber by Glidden L. McNeel and Lorraine H. Barber
McNeel as Walter Joel Barber never fully consummated the purchase of the
property.

4. Contemporaneous herewith, affiant has executed a Quitclaim Deed
conveying the 150 acres under the Sale Agreement to Marsha Barber Wolfley, Jan
Anderson, and Sally B. Bruce, as co-trustees of The Lorraine H. McNeel Revocable
Trust Agreement Dated February 27, 1996.

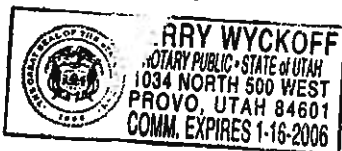
DATED this 17 day of May, 2004.

Shelley Crane
Shelley Crane

STATE OF UTAH)
COUNTY OF Utah)

The foregoing instrument was acknowledged before this 17th day of
May, 2004 by Shelley Crane who does verify that the foregoing statements are true
and correct to the best of her knowledge.

WITNESS my hand and official seal.



Rory Wyckoff
Notary Public
My Commission expires:

INSTRUMENT NO.	<u>1159165</u>
DATE	<u>7-23-04</u>
INST. CODE	<u>800</u>
IMAGED PGS	<u>2</u>
FEE	<u>6-</u>
STATE OF IDAHO) COUNTY OF BONNEVILLE)	
I hereby certify that the within instrument was recorded.	
Ronald Logsdon, County Recorder	
By	<u>[Signature]</u>
Deputy	
Request of	<u>Latco</u>

AFFIDAVIT OF ATTORNEY

Frank Hess being first duly sworn upon oath deposes and says as follows:

1. I am the attorney who drafted the Last Will And Testament of Glidden McNeel, Last Will And Testament Of Lorraine H. McNeel and the The Lorraine H. McNeel Revocable Trust Agreement Dated February 27, 1996. I have probated both of their estates. Glidden McNeel died on October 18, 1996. His probate estate was opened February 3, 1997 and closed on November 7, 2000. Lorraine H. McNees died on May 31, 2000. Affiant has been the attorney throughout for both of these probates.

2. On October 3, 1980, Glidden L. McNeel and Lorraine H. Barber McNeel as husband and wife entered into a Sale Agreement with Walter Joel Barber for the sale of 150 acres in Bonneville County, Idaho. That 150 acres was never specifically identified in terms of a legal description although it consisted of a portion of that real property described as:

Tract 1:

All in Township 4 South, Range 46, East of the Boise Meridian, Bonneville County, Idaho.

Situated in Section 21: Southwest quarter of the Southwest quarter; Southeast quarter of the Southwest quarter and Southwest quarter of the Southeast quarter.

Situated in Section 28: Northwest quarter of the Northeast quarter; North half of the Northwest quarter.

Less and Excepting: Beginning at a point which is 815 feet South and 80 feet East of the NW Corner, Section 28, Township 4 South, Range 46 East of the Boise Meridian, Idaho, and running thence South 505 feet; thence East 1033.7 feet, thence Northwesterly along the East side of a swail situated at that location, a distance of 545 feet more or less, thence West 701 feet more or less to the place of beginning.

Situated in Section 29: Northeast quarter of the Northeast quarter.

Tract 2:

The Northwest quarter of the Southwest quarter of Section 21, Township 4 South, Range 46, East of the Boise Meridian, Bonneville County, Idaho.

3. The Sale Agreement was recorded with the Recorder of Bonneville County, Idaho on December 31, 1981 as Instrument No. 616619; however, no

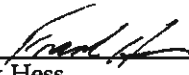
IF 48049
First American Title Co.
2004 Jennie Lee Dr.
P.O. Box 3432
Idaho Falls, ID 83404



7-19-04

Warranty Deed or Quitclaim Deed was ever signed or filed conveying the property to Walter Joel Barber by Glidden L. McNeel and Lorraine H. Barber McNeel as Walter Joel Barber never fully consummated the purchase of the property.

DATED this 19th of July, 2004.


Frank Hess
Hess Carlman & D'Amours, LLC
P.O. Box 449
Jackson, Wyoming 83001
307-733-7881 phone
307-733-7882 fax

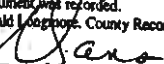
STATE OF WYOMING)
COUNTY OF TETON)

The foregoing instrument was acknowledged before this 19th day of July, 2004 by Frank Hess who does verify that the foregoing statements are true and correct to the best of his knowledge.

WITNESS my hand and official seal.




Notary Public
My Commission expires: 10/11/05

INSTRUMENT NO.	<u>1159108</u>
DATE	<u>7-23-04</u>
INST. CODE	<u>200</u>
IMAGED PGS	<u>2</u>
FEE	<u>2</u>
STATE OF IDAHO) ss	
COUNTY OF BONNEVILLE)	
I hereby certify that the within instrument was recorded.	
Ronald Loggins, County Recorder	
By	
Deputy	
Request of	<u>fatco</u>

AFFIDAVIT OF ATTORNEY

Frank Hess being first duly sworn upon oath deposes and says as follows:

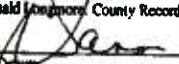
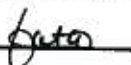
1. I have been the family attorney for Glidden McNeel and Lorraine H. McNeel for approximately the last ten years. Glidden McNeel and Lorraine H. McNeel were husband and wife.

2. I drafted the Last Will And Testament of Glidden McNeel, Last Will And Testament Of Lorraine H. McNeel and the The Lorraine H. McNeel Revocable Trust Agreement Dated February 27, 1996. Glidden McNeel died on October 18, 1996 and Lorraine H. McNeel died on May 31, 2000. I have probated both of their estates.

3. Prior to Lorraine H. McNeel's marriage to Glidden McNeel, her name was Lorraine H. Barber. Lorraine H. McNeel and Lorrain H. Barber are one and the same as evidence by a certified copy of her death certificate which is attached hereto.

DATED this 17th of July, 2004.


Frank Hess
Hess Carlman & D'Amours, LL
P.O. Box 449
Jackson, Wyoming 83001
307-733-7881 phone
307-733-7882 fax

INSTRUMENT NO.	1159169
DATE	7-23-04
INST. CODE	800
IMAGED PGS	2
FEE	60
STATE OF IDAHO) COUNTY OF BONNEVILLE) I hereby certify that the within instrument was recorded. Ronald Longmire, County Recorder By  Request of 	

STATE OF WYOMING)
COUNTY OF TETON)

The foregoing instrument was acknowledged before this 19th day of July, 2004 by Frank Hess who does verify that the foregoing statements are true and correct to the best of his knowledge.

WITNESS my hand and official seal.




Notary Public
My Commission expires: 10/11/05

JE 48049
First American Title
2004 Jennie Le
P.O. Box 34
Idaho Falls, ID



7-19-2004

CERTIFICATION OF VITAL RECORD

STATE OF WYOMING

DEPARTMENT OF HEALTH
STATE OF WYOMING
DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

2000-001542

TYPE OR PRINT IN PERMANENT BLACK INK FOR INSTRUCTIONS SEE HANDBOOK

DECEDENT

PARENTS

INFORMANT

DISPOSITION

CERTIFIER

CAUSE OF DEATH

LOCAL FILE NUMBER		STATE FILE NUMBER	
1. DECEDENT NAME FIRST MIDDLE LAST Lorraine Wright Heap Barber McNEEL		2. SEX Female	3. DATE OF DEATH (Mo., Day, Yr.) May 31, 2000
4. SOCIAL SECURITY NUMBER		5a. AGE - Last Birthday (Years) 79	5b. UNDER 1 YEAR Months Days Hours Minutes
7a. PLACE OF DEATH (Check only one) ☒ HOSPITAL ☐ Inpatient ☐ ER/Outpatient ☐ DCA ☐ OTHER ☐ Hunting Home ☐ Residence ☐ Other (Specify)		6. DATE OF BIRTH (Mo., Day, Yr.) July 20, 1920	
7b. FACILITY NAME (If not institution, give street and number) Star Valley Medical Center		7c. CITY, TOWN, OR LOCATION OF DEATH Afton	7d. COUNTY OF DEATH Lincoln
8. STATE OF BIRTH (If not in U.S.A., name country) Wyoming		9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Widowed	
11. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no) No		12a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired) Housewife	
13a. RESIDENCE - STATE Wyoming		13b. KIND OF BUSINESS OR INDUSTRY Homemaker	
13c. COUNTY Lincoln		13d. STREET AND NUMBER 156 Willard Ave.	
13e. INSIDE CITY LIMITS? (Specify yes or no) Yes		14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify yes or no - if yes, specify Cuban, Mexican, Puerto Rican, Etc.) No ☒ Yes ☐ (Specify)	
15. RACE - American Indian, Black, White, Etc. (Specify) White		16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (8-12) College (11-4 or 5+) 12	
17. FATHER'S NAME First Middle Last Edgar Joel Heap		18. MOTHER'S NAME First Middle Maiden Surname Annie Katherine Wright	
19a. INFORMANT NAME (Type or Print) Sally Bruce		19b. RELATIONSHIP TO DECEDENT Daughter	
19c. MAILING ADDRESS STREET OR R.F.D. NUMBER CITY OR TOWN STATE ZIP CODE 142 Allred Road; Afton, Wyoming 83110			
20a. Burial, Cremation, Removal from State, Other (Specify) Burial		20b. DATE (Mo., Day, Yr.) June 3, 2000	
20c. CEMETERY OR CREMATORY NAME Freedom Cemetery		20d. LOCATION CITY OR TOWN STATE Freedom, Wyoming	
21a. FUNERAL SERVICE LICENSES OF Person Acting As Such (Specify) 426		21b. NAME OF FACILITY Schwab Mortuary	
21c. ADDRESS OF FACILITY 44 E. 4th Ave.; Afton, WY			
22a. DATE SIGNED (Mo., Day, Yr.) 5-2-00		22b. HOUR OF DEATH 10:08 A M	
22c. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		23a. PRONOUNCED DEAD (Mo., Day, Yr.)	
23b. PRONOUNCED DEAD (Hour)			
24. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print) Allen D. Carter, M.D.; P.O. Box 579; Afton, Wyoming 83110			
25a. REGISTRAR (Signature) <i>[Signature]</i>		25b. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 6-5-00	
PART I. Enter the disease, injury, or complications that caused death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. IMMEDIATE CAUSE (Final disease or condition resulting in death) <i>a. Ro found Bradycardia</i> <i>b. Dissecting Aortic Aneurysm</i> Sequitely list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST <i>c. DUE TO (OR AS A CONSEQUENCE OF)</i> <i>d. DUE TO (OR AS A CONSEQUENCE OF)</i>			
PART II. OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I			
26. MANNER OF DEATH ☒ Natural ☐ Pending Investigation ☐ Accident ☐ Could not be Determined ☐ Suicide ☐ Homicide		27. AUTOPSY (Specify yes or no) No	
28. WAS CASE REFERRED TO CORONER (Specify yes or no) No		29. DESCRIBE HOW INJURY OCCURRED	
30a. DATE OF INJURY (Month, Day, Year)		30b. TIME OF INJURY M	
30c. INJURY AT WORK? (Specify yes or no)		30d. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)	
30e. LOCATION (Street and Number or Rural Route Number, City or Town, State)			

VR 2-89
8/97 15M

208350

This is a true and exact reproduction of the document on file in the office of Vital Records Services, Cheyenne, Wyoming.

DATE ISSUED: JUN 13 2003

This copy is not valid unless prepared on paper with an engraved border displaying the date, seal and signature of the Deputy State Registrar.

Lucinda McCaffrey
Lucinda McCaffrey
Deputy State Registrar

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Case No. 2985

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF BONNEVILLE

Franklin Lindholm,

Plaintiff.

-vs-

Gilbert Ivie, Emma F. Barber, and
H. P. Barber,

Defendants,

and James S. Miller, Carl Erickson,
J. D. McGavin, J. M. Brower, W. P.
Rabison and E. A. Spackman,

Additional Defendants,

The defendants Emma F. Barber, H. P. Barber, James S. Miller, Carl Erickson, and
J. M. Brower having filed a motion asking the Court to make certain amendments in the
decree entered in the above entitled case on or about the 2nd day of March, 1929, and
which decree is recorded in Book 7 of Judgments at page 424, Records of Bonneville County,

and said motion coming on for hearing, the 26th day of August, 1929, pursuant to notice
and the order of the Court; James S. Byers representing the plaintiff Franklin Lindholm
was present, and O. A. Johannesen representing the petitioning defendants; and said
attorneys consenting to the Court that the amendments asked for in the aforesaid motion
should be made; and the Court term in which the said decree was entered, having not been
adjourned, and six months not having elapsed since the entry of the aforesaid decree:

It is hereby ordered and adjudged, that the motion of the said-named petitioning
defendants be, and the same is hereby granted and allowed;

ORDER AND AMENDED DECREE.

248

AY 15 1996

Sep 13 04 10:02a

And it is in like manner ordered and decreed, that the original decree entered in the above entitled action be, and the same is hereby amended so that paragraph two of the decree, wherein the Court decreed the waters of Murphey Creek to the defendants Emma F. Barber and H. P. Barber be, and the same is amended by the addition of the following:

"That the waters herein decreed to the aforesaid land, from Murphey Creek, shall not exceed one miner's inch of water for each acre of land, hereinabove described."

And that immediately preceding the last paragraph of said decree there shall be and thereis hereby added the following:

"It is ordered, adjudged and decreed, that the term "inches" hereinabove used as the unit of measurement, is the standard miner's inch, and fifty inches are equivalent to a flow of one cubic foot per second, as prescribed by the laws of Idaho".

It is further ordered, adjudged and decreed, that the said decree entered by this Court and as now amended, shall read as follows, and as so amended, the said decree shall be the decree of the Court in said action:

"It is further ordered, adjudged and decreed: That all of the waters of what is known as Murphey Creek, the same being a creek flowing into what is known as Jack Knife Creek, which latter creek is a tributary of Salt River, be and the same are hereby decreed to H. P. Barber and Emma F. Barber for use upon the West Half of the Southwest quarter, the Southeast quarter of the Southwest quarter and Southwest quarter of the Southeast quarter of Section 21, the Northwest quarter of the Northeast quarter, the North Half of the Northwest quarter of Section 28, and the North-

100-1000-1

MAY 15 1996

east quarter of the Northeast quarter of Section 29, township 4 south, Range 46, East Boise Meridian with the date of priority as of May 14th, 1885. That the waters herein decreed to the aforesaid land from Murphey Creek, shall not exceed one Miner's inch of water for each acre of land herein-above described.

That no part of the said waters of Murphey Creek are considered as any part of the waters of Jack Knife Creek hereinafter decreed.

It is further ordered, adjudged and decreed: That the waters of Jack Knife Creek, excluding the aforesaid waters of Murphey Creek, be decreed as follows:

220 inches of waters of said Creek with the priority date of May 15th, 1885, to James S. Miller, for use upon 220 acres of lots 1, 2, 3, and 4 in Section 22, Township 4 South, Range 46 East Boise Meridian, Bonneville County, Idaho and the West half of the Southeast quarter and the Northeast quarter of the Southeast quarter, lots 3 and 4, Section 33, Township 36 North, Range 119 West, P. M., Lincoln County, Wyoming.

130 inches of the waters of said Creek with the priority date of May 15th, 1885, to Carl Erickson, for use upon 130 acres of Lots 2, the Southeast quarter of the Northwest quarter, the East Half of the Southwest quarter of Section 26 Township 4 South, Range 46 East Boise Meridian;

MAY 15 1996

80 inches of the water of said Creek, with the priority date of May 15th, 1885, to James M. Brower, for use upon 80 acres of Lots 1 and 2 in Section 27 and lots 3 and 4 in Section 34, Township 4 South, Range 46, East Boise Meridian. 160 inches of the waters of said creek, with the priority date of May 15th, 1885, to Franklin Lindholm, for use upon 160 acres in the South Half of the Northwest quarter, and the North Half of the Southwest quarter of Section 28, Township 4 South, Range 46, East Boise Meridian;

That the priorities decreed to James S. Millor, Carl Erickson, James M. Brower and Franklin Lindholm, for use upon the respective land shall be identical in point of time and neither of said persons shall have any priority over the others as to said waters;

160 inches of the waters of said Creek, with the priority date of May 15th, 1903, to E. A. Spackman, for use upon 160 acres of the West Half of the Northeast quarter, and the Southeast quarter of the Northeast quarter, and the Northeast quarter of the Southeast quarter of Section 29, Township 4 South, Range 46 East Boise Meridian;

160 inches of the waters of said creek, with the priority date of May 15th, 1903, to Emma F. Barber and H. P. Barber, for use upon 160 acres of the West Half of the Southwest quarter, and the Southeast quarter of the Southeast quarter, and the Southwest quarter of the Southeast quarter of Section 21, and the Northwest quarter

of the Northeast quarter, and the North Half of the Northwest quarter of Section 28, and the Northeast quarter of the Northeast quarter of Section 29, Township 4 South, Range 46, East Boise Meridian;

That the dates of priority to the water last described, decreed to E. F. Spackman, Emma F. Barber and H. P. Barber shall be identical in point of time and neither party shall have a priority over the other.

It is ordered, adjudged and decreed that the term "inches" herein-before used as the unit of measurement, is the standard miner's inch and that fifty inches is equivalent to a flow of one cubic foot per second, as prescribed by the laws of Idaho.

It is further ordered, adjudged and decreed, that the undertaking given by the plaintiff in the action is hereby released and exonerated; that each party to this action shall pay his own costs.

Dated this 27th day of August, 1929.

C. J. Taylor

District Judge

Filed Aug. 29, 1929

Geo. Witt, Clerk

By H. Dennis, Deputy

MAY 1 1930

24-B

Franklin Lindholm,

Plaintiff.

vs.

D E C R E E.

Gilbert Ivie, Emma F. Barber
and H. P. Barber,

Defendants,

and James S. Miller, Carl
Erickson, J. D. McGavin, J. M.
Brower, W. F. Robinson and E. A.
Spackman,

Additional Defendants.

This cause came on for hearing, pursuant to order of the Court, at L.aho Falls, Idaho, the 5th day of October, 1928. The Plaintiff and the defendants, Gilbert Ivie, H. P. Barber, James S. Miller, J. M. Brower, Carl Erickson and E. A. Spackman were present in person, and were also represented by their respective counsel; witnesses were duly sworn and testified for and on behalf of the respective parties, and other evidence was duly presented and admitted.

At the conclusion of the presentation of the case for the plaintiff and for the respective defendants and cross-complainants, the following stipulation was agreed upon, by and between the said parties and by their respective counsel, for and on behalf of their said respective clients, as shown by the aforesaid stipulation;

"Mr. Byers: It is stipulated and agreed by and between all of the parties to the above entitled cause, and that the Court may enter a decree conforming to the provisions of this stipulation, to which all parties hereby agree, as follows:

That James S. Miller, Carl Erickson, J. M. Brower and Franklin Lindholm shall be awarded the waters of Jack Knife Creek, each thereof one inch to the acre of the lands that they actually have irrigated, and under the ditch as shown by the evidence in this case. And it is stipulated and agreed that the amount each has under the ditch is as follows: and that the number of acres that each is entitled to have decreed to him, so as to have a decree of one inch to the acre therefor shall be as follows:

220 acres and 220 inches of water to James S. Miller;

130 acres and 130 inches of water to Carl Erickson;

80 acres of land and 80 inches of water to J. M. Brower;

* 160 acres of land and 160 inches of water to Franklin Lindholm;

All of said lands to be decreed said water as of the date of May 15th,

1885.

That E. A. Spackman shall be entitled to 160 acres of land and 160 inches of water;

That Emma F. and H. P. Barber shall be entitled to 160 acres of land and 160 inches of water;

As of the date of May 15th, 1903.

All of the waters above mentioned being the waters of Jack Knife Creek in Bonneville County, Idaho, and that such waters so decreed shall be exclusive of the waters of Murphey Creek.

That H. P. and Emma F. Barber shall be decreed all of the waters of Murphey Creek, as of the date of May 14th, 1885.

That the right of E. A. Spackman and Emma F. and H. P. Barber in and to the waters of Jack Knife Creek shall be identical in right and time, and neither shall have a priority right oneover the other.

5-15-1885

5-15-1903

5-14-1885

That the rights so to be decreed in 1885 as between Franklin Lindholm, Carl Erickson, J. M. Brower and James S. Miller shall be identical in time and right, and neither shall have priority one over the other as to said waters.

That the undertaking given by the plaintiff in this case shall be exonerated.

That this action, as to W. P. Robinson and J. D. McGavin may be dismissed, with the express understanding and agreement that their rights to the subject matter of this action have not been and are not to be adjudicated herein.

Each party hereto shall pay his own costs.

That the lands herein referred to, to which water is to be decreed, are the respective lands of said parties, as described in their respective pleadings.

It is further stipulated that all exhibits in the case may be withdrawn as soon as the decree is signed and filed in this case."

And the Court, therefore, having duly considered the evidence and the law, and the stipulation as agreed upon in open court, and made a part of the record, and believing that it is to the better interest of each and all of the parties that a decree be entered in this cause in accordance with the terms and provisions of and the said stipulation, and that such a decree will be fair and equitable to all of the parties; and the Court being fully advised in the matter, does hereby adopt the terms and provisions of the said stipulation entered into by and between the parties therein named, in lieu of findings of fact and conclusions of law, and does hereby decree as follows:

It is hereby ordered, adjudged and decreed: That this action be and the same is hereby dismissed as to the defendants W. P. Robinson, and J. D. McGavin, that in as much as R. McGavin and Caroline McGavin have not been served with summons in this action, and no appearance has been made by either of them, that this action be dismissed, as to said R. McGavin and Caroline McGavin.

It is further ordered, adjudged and decreed: That all of the waters of what is known as Murphey Creek, the same being a creek flowing into what is known as Jack Knife Creek, which latter creek is a tributary of Salt River, be and the same are hereby decreed to H. P. Barber and Emma F. Barber, for use upon the West Half of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 21, the Northwest Quarter of the Northeast Quarter, the North Half of the Northwest Quarter of Section 28, and the Northeast Quarter of the Northeast Quarter of Section 29, Township 4 South, Range 46 East Boise Meridian, with the date of priority as of May 14th, 1885. That no part of the said waters of Murphey Creek are considered as any part of the waters of Jack Knife Creek hereinafter decreed.

It is further ordered, adjudged and decreed: That the waters of Jack Knife Creek, excluding the aforesaid waters of Murphey Creek, be decreed as follows:

24-0003 220 inches of waters of said Creek with the priority date of May 15th, 1885, to James S. Miller, for use upon 220 acres of Lots 1, 2, 3 and 4 in Section 22, Township 4 South, Range 46 East Boise Meridian, Bonneville County, Idaho, and the West Half of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter, lots 3 and 4, Section 33, Township 36 North, Range 119 West P. M., Lincoln County, Wyoming.

24-0004 130 inches of the waters of said Creek with the priority date of May 15th, 1885, to Carl Erickson, for use upon 130 acres of Lot 2, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter of Section 26, Township 4 South, Range 46 East Boise Meridian;

Note: 24-9, POU
in amended
decree does not
change from
original decree.

see clarification
in Amended Decree
for Murphey Creek
24-9

T4S, R46E, Sec. 21
W1/2 SW, SE SW, SW SE
T4S, R46E, Sec. 28
NW NE, N1/2 NW,
T4S, R46E, Sec. 29
NE NE,

24-3

24-4

24-0005 80 inches of the waters of said Creek with the priority date of May 15th 1885, to James M. Brower, for use upon 80 acres of Lots 1 and 2 in Section 27, and Lots 3 and 4 in Section 34, Township 4 South, Range 46 East Boise Meridian.

24-0006 160 inches of the waters of said creek, with the priority date of May 15th, 1885, to Franklin Lindholm, for use upon 160 acres in the South half of the Northwest Quarter, and the North Half of the Southwest Quarter of Section 28, Township 4 South, Range 46 East Boise Meridian;

That the priorities decreed to James S. Miller, Carl Erickson, James M. Brower and Franklin Lindholm, for use upon the respective lands, shall be identical in point of time and neither of said persons shall have any priority over the other as to said waters;

24-0007 160 inches of the waters of said Creek, with the priority date of May 15th, 1903, to E. A. Spackman, for use upon 160 acres of the West Half of the Northeast Quarter, and the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 29, Township 4 South, Range 46 East Boise Meridian.

24-0008 160 inches of the waters of said creek with the priority date of May 15th 1903, to Emma F. Barber and H. P. Barber, for the use upon 160 acres of the West Half of the Southwest Quarter, and the Southeast Quarter of the Southeast Quarter, and the Southwest Quarter of the Southeast Quarter of Section 21, and the Northwest Quarter of the Northeast Quarter, and the North half of the Northwest Quarter of Section 28, and the Northeast Quarter of the Northeast Quarter of Section 29, Township 4 South, Range 46 East Boise Meridian;

That the dates of priority to the waters last described, decreed to E. F. Spackman, Emma F. Barber and H. P. Barber, shall be identical in point of time and neither party shall have a priority over the other.

It is further ordered, adjudged and decreed, that the undertaking given by the plaintiff in this action is hereby released and exonerated; that each party to this action shall pay his own costs.

Dated this 2nd day of March 1929.

C. J. Taylor, District Judge.

Filed Mar. 2, 1929.
Geo. Witt, Clerk.
By Alice K. Bale, Deputy.

09/08/2006

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

RIGHT NUMBER: 24-10706

NAME AND ADDRESS: LORRAINE H MC NEEL REVOCABLE TRUST
C/O SALLY BRUCE
142 ALLRED RD
AFTON WY 83110

SOURCE: MURPHY CREEK

TRIBUTARY: JACKKNIFE CREEK

QUANTITY: 1.560 CFS

PRIORITY DATE: 05/14/1885

POINT OF DIVERSION: T04S R46E S20 NENESE Within BONNEVILLE County

T04S R46E S21 SWNWSW Within BONNEVILLE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	05/15 08/15	1.560 CFS

PLACE OF USE: IRRIGATION Within BONNEVILLE County

T04S R46E S21	NWSW	19.00	T04S R46E S21	SWSW	27.00
T04S R46E S21	SESW	20.00	T04S R46E S28	NENW	11.00
T04S R46E S28	NWNW	0.80			

77.8 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 entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

This right is a split from former right 24-9.

SOURCE KNOWN LOCALLY AS DEEP CREEK.
DECREE STATES ALL OF THE WATERS OF MURPHY CREEK.



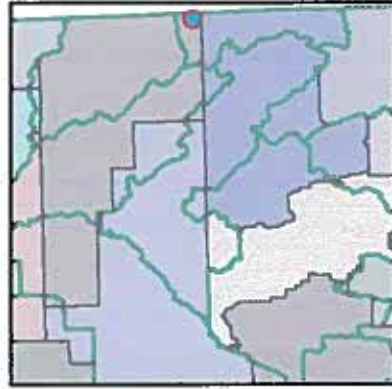
Idaho Department of Water Resources

T04S R46E

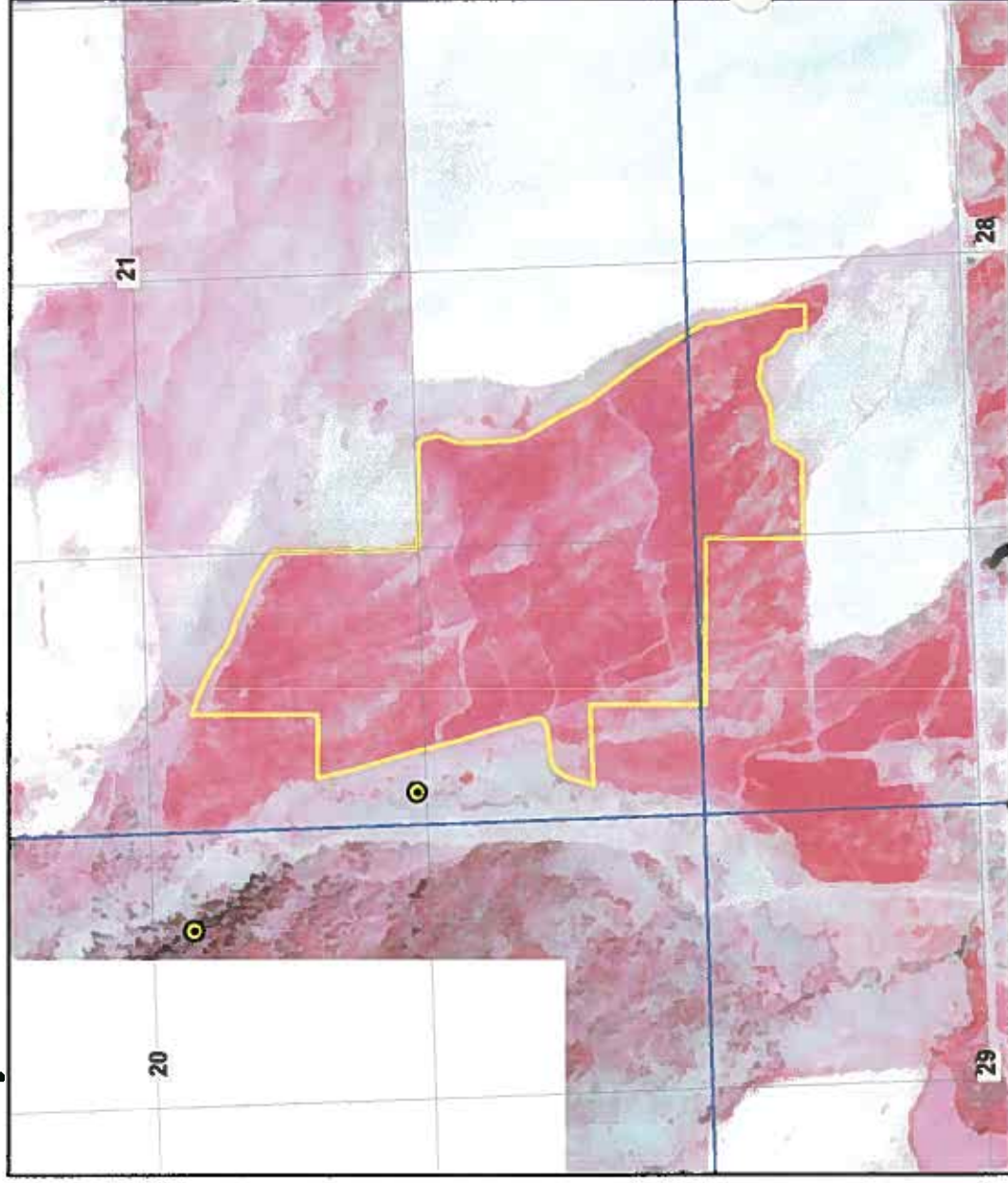
Adjudication Claim Number: **24-10706**

Legend

- 24-10706pod.shp
- GCDB04S46E GCDB
- Sections
- 24-10706.shp



BONNEVILLE County
IDWR Basin 24



Prepared by C. Bird
On Monday, January 30, 2006
1987/88 Aerial Photography

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

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

CIVIL CASE NUMBER: 39576

Ident. Number 24-10706
Date Received: 6/26/1989
Receipt No:
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

LORRAINE H MC NEEL REVOCABLE TRUST Phone: (307)885-3148

C/O SALLY BRUCE
142 ALLRED RD
AFTON WY USA 83110

2. Date of Priority: 05/14/1885

3. Source: MURPHY CREEK Trib. to: JACKKNIFE CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot		County	Type
04S	46E	21	NW	SW	BONNEVILLE	
04S	46E	20	NE	SE	BONNEVILLE	

5. Description of diverting works:

TWO 36" CEMENT HEADGATES WITH APPROXIMATELY 5 MILES OF DITCHES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	05/15	08/15	3.68	

7. Total Quantity Appropriated is:
3.68 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04S	46E	21	SE	SW	IRRIGATION	35
			SW	SE	IRRIGATION	40
			SW	SW	IRRIGATION	25
			NW	SW	IRRIGATION	26
					Section Acres	126
04S	46E	28	NW	NE	IRRIGATION	20
			NE	NW	IRRIGATION	39
					Section Acres	59
					Total Acres	185

11. Place of use in counties: BONNEVILLE

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

13. Other Water Rights Used:

14. Remarks:

SOURCE KNOW LOCALLY AS DEEP CREEK.
DECREE STATES ALL OF THE WATERS OF MURPHY CREEK.

This right is a split from former right 24-9.

15. Basis of Claim: Decreed

16. Signature(s)

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

Number of attachments: 2

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

For Organizations:

I do solemnly swear or affirm that I am Sally B. Bruce trustee of
Title

Corraine H. McNeil Revocable Trust that I have signed the foregoing
Organization

document in the space below as trustee of
Title

Corraine H. McNeil Revocable Trust and that the statements contained in the
Organization
foregoing document are true and correct.

Sally B. Bruce
Signature of Authorized Agent

Corraine H. McNeil Revocable Trust
Title and Organization

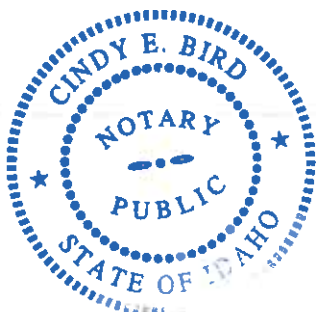
Jan 26-06
Date

State of Idaho)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this 26th day of January, 2006

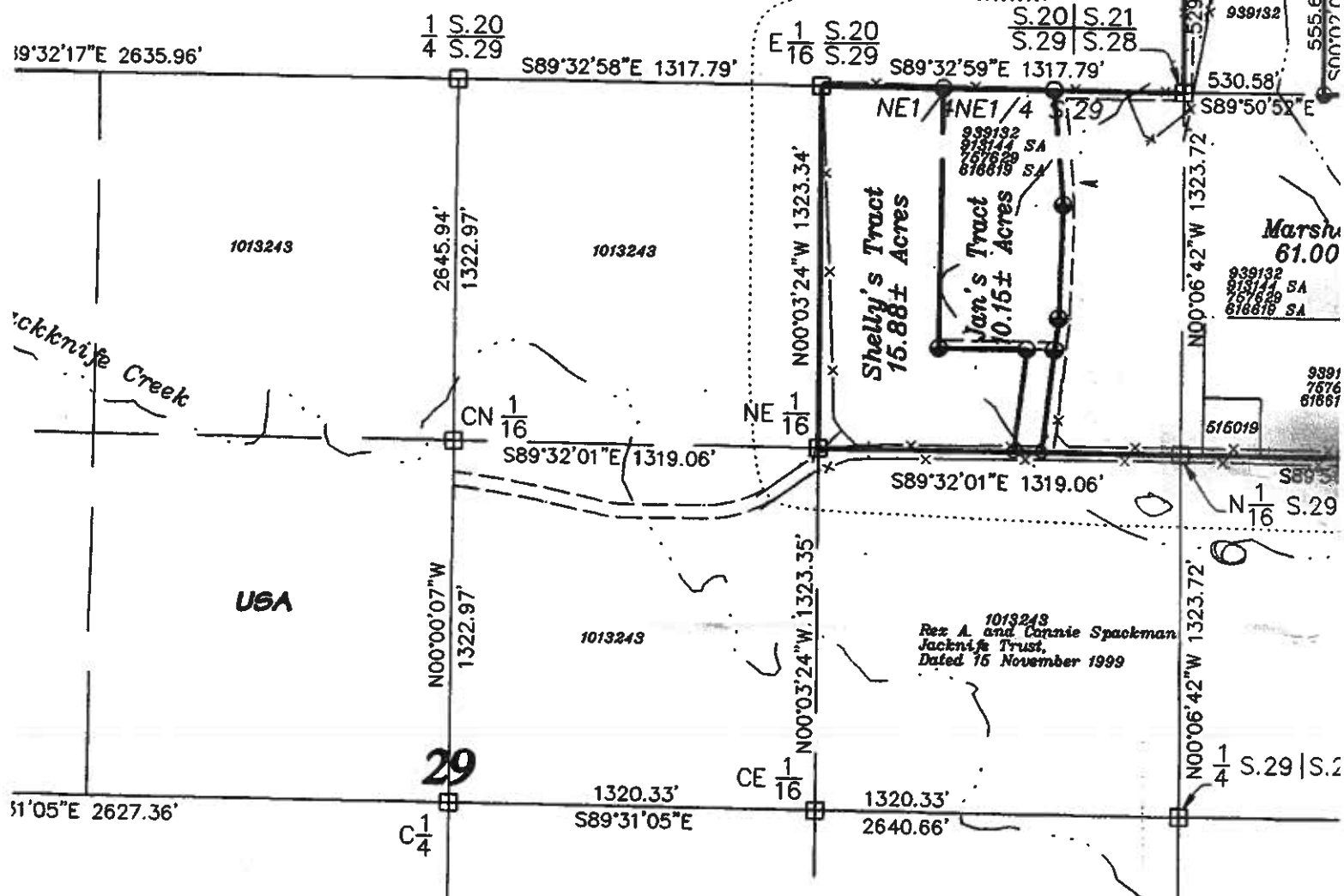
Cindy E. Bird
Notary Public

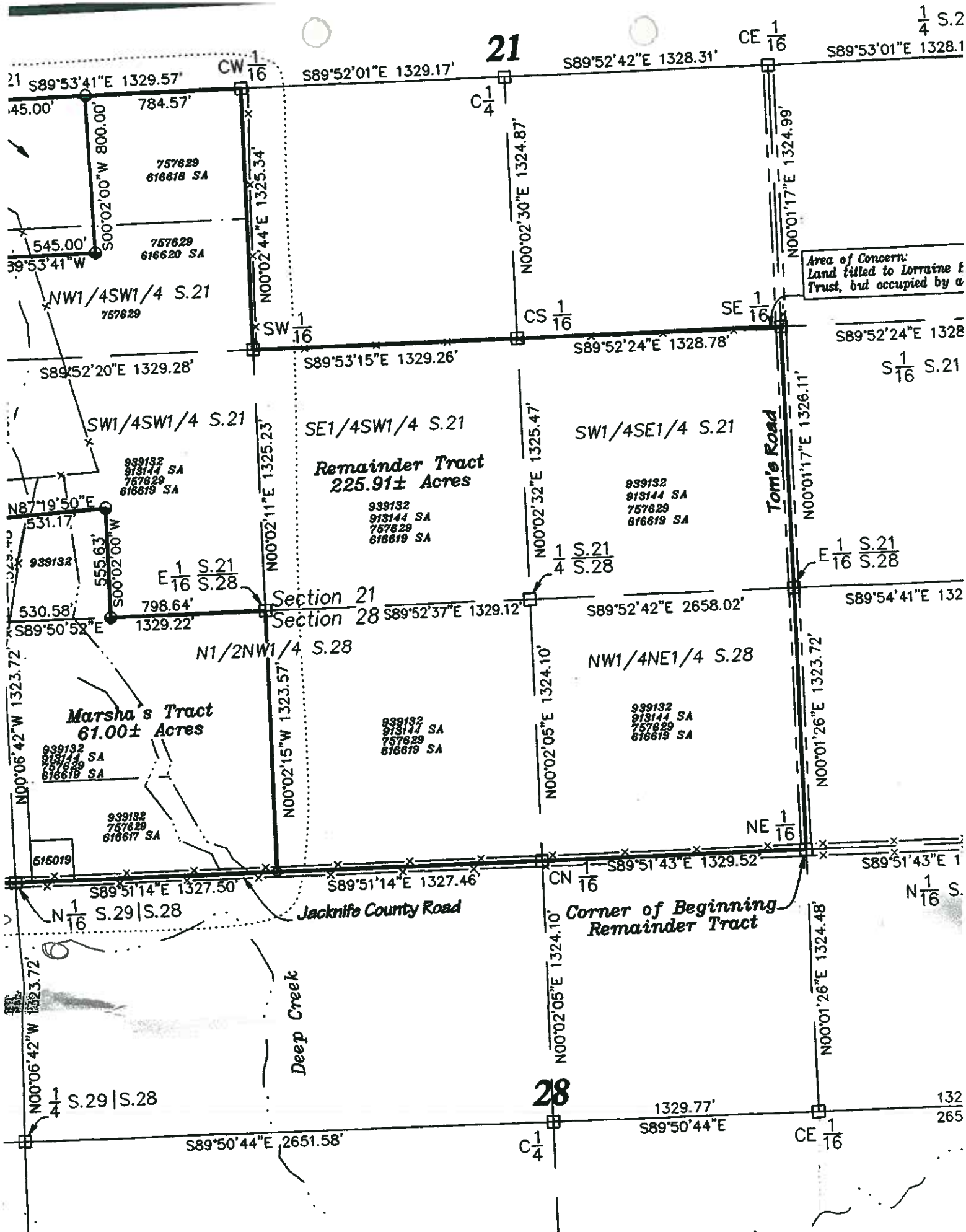
Residing at Lava Hot Spring
My commission Expires May 1, 2007





" = 200'





SCANNED

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A24-00009
Date Received: 6/20/1989
Receipt No: E0092581
Received By: EMC

COPY

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GLIDDEN L. MC NEEL 307-654-7610
Address: ALPINE, WY 83127
AND/OR
Name: LORRAINE BARBER MC NEEL
Address: ALPINE, WY 83127

A2400009



2. Date of Priority: MAY 14, 1885

3. Source: MURPHY CREEK Trib. to: JACK KNIFE CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04S	46E	20	NE	SE			BONNEVILLE
		21	NW	SW			BONNEVILLE

5. Description of diverting works:
TWO 36" CEMENT HEADGATES WITH APPROXIMATELY 5 MILES OF DITCHES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	05/15	08/15	4.980		

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

8. Total consumptive use is 598.0 Acre Feet Per Annum.

9. Non-irrigation uses:

A24-00009

Page 1

Date: 06/20/89

MICROFILMED

NOV 06 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	46E	21	NW	SW		IRR	36.0
			SW	SW		IRR	31.0
			SE	SW		IRR	35.0
			SW	SE		IRR	40.0
						Section Acres	142.0
		28	NW	NE		IRR	20.0
			NE	NW		IRR	39.0
			NW	NW		IRR	39.0
						Section Acres	98.0
		29	NE	NE		IRR	9.0
						Section Acres	9.0
						Total Acres	249.0

11. Place of use in counties: BONNEVILLE

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

13. Other Water Rights Used:
24-04014.

COPY

14. Remarks:
SOURCE KNOW LOCALLY AS DEEP CREEK.
DECREE STATES ALL OF THE WATERS OF MURPHY CREEK.

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date: 3/02/1929

FRANKLIN LINDHOLM
Decree Plaintiff

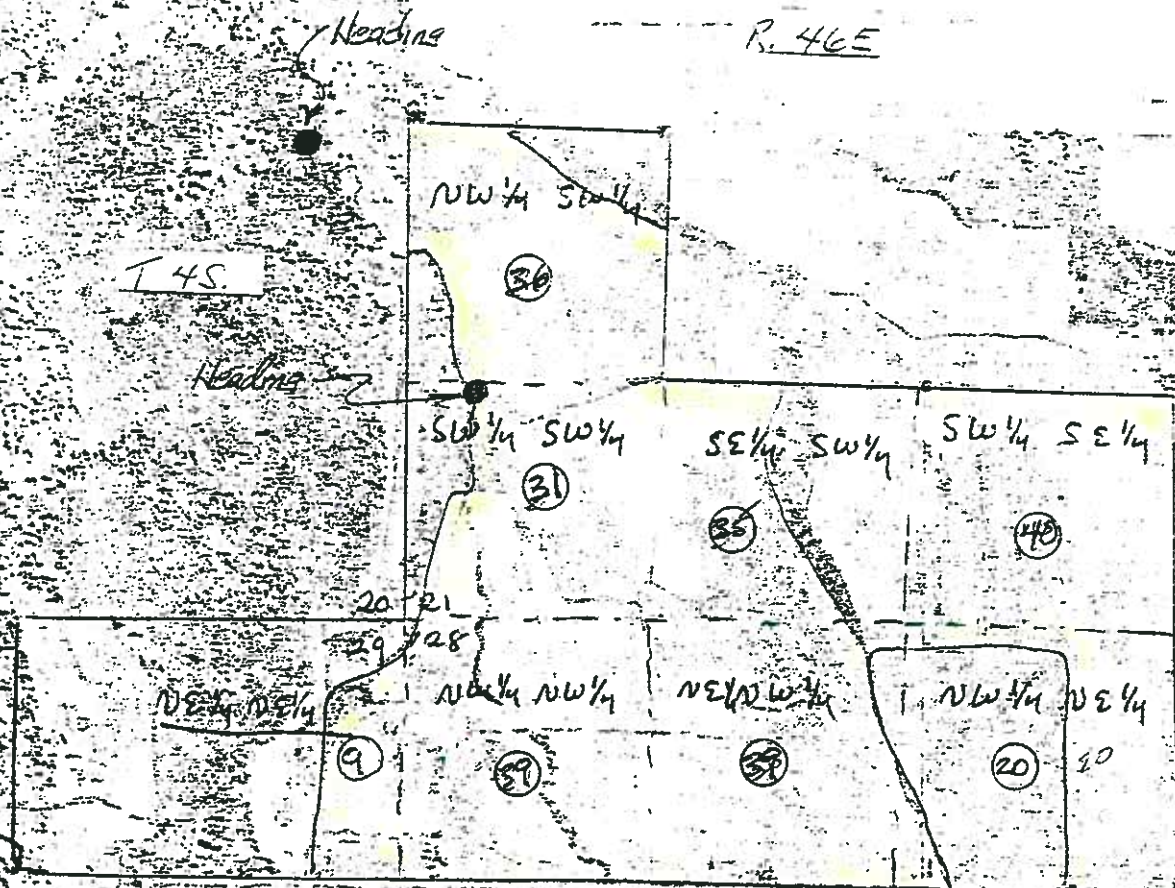
vs

GILBERT IVIE ET AL
Decree Defendant

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

MICROFILMED
NOV 06 1992

COPY



SEA

MICROFILM

NOV 06 1992