

RECEIVED

JUN 03 2019

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
37-12789	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-08579	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Betty L. Butler, James J. Butler
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Cathleen Louise (Butler) Daniels
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 830 Broadford Road (formerly 007 Broadford) Hailey ID 83333
Mailing address City State ZIP
(360) 904-2661 av8rwife@icloud.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: November 7, 2015
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Cathleen Louise Daniels (Butler) Title, if applicable
Signature of new owner/claimant Date May 31, 2019

Signature: _____ Title, if applicable
Signature of new owner/claimant Date

For IDWR Office Use Only:

Received by AW Date 6/13/19 Receipt No. C106937 Receipt Amt. 50
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by AW Date 6/6/19

STATE OF UTAH
CERTIFICATION OF VITAL RECORD

CERTIFICATE OF DEATH

State File Number: 2015012747

Betty Lorene Butler

DECEDENT INFORMATION

Date of Death: September 21, 2015
City of Death: Ogden
Age: 91
Place of Birth: Hailey, Idaho
Armed Services: Yes
Spouse's Name:
Industry/Business: Own Home
Residence: Ogden, Utah
Parent or Mother: Ada Elle Justus
Facility or Address: 5155 Fillmore Avenue

Time of Death: 06:00
County of Death: Weber
Date of Birth: May 24, 1924
Sex: Female
Marital Status: Widowed
Usual Occupation: Homemaker
Education: Some College but No Degree
Parent or Father: Douglas Robert Bushnell
Facility Type: Home

INFORMANT INFORMATION

Name: Ann Butler Relationship: Daughter
Mailing Address: 1261 Oak Street, Ogden, Utah 84401

DISPOSITION INFORMATION

Method of Disposition: Removal
Place of Disposition: Hailey Cemetery, Hailey, Idaho
Date of Disposition: September 28, 2015

FUNERAL HOME INFORMATION

Funeral Home: Larkin Mortuary
Address: 260 East South Temple, , Salt Lake City, Utah 84111
Funeral Director: Travis Greenwood

MEDICAL CERTIFICATION

Medical Professional: John Hemmersmeier MD, 5740 Crestwood Drive, Ogden (Weber), Utah 84405

CAUSE OF DEATH

Adult Failure To Thrive And Its Complications [Onset: 1 Year]
Tobacco Use: Non-user
Medical Examiner Contacted: Yes Autopsy Performed: No Manner of Death: Natural

Date Registered: September 28, 2015

Date Issued: September 28, 2015

This is an exact reproduction of the facts registered in the Utah State Office of Vital Records and Statistics.
Security features of this official document include: Intaglio Border, V & R images in top cycloids, and intaglio microtext.
This document displays the date, seal and signature of the Utah State Registrar and the County/District Health Officer.


Janice L. Houston
State Registrar
Rev. 6/13



* 0 6 4 7 7 6 6 4 2 *


Gary L. Edwards
Director/Health Officer
County/District Health Department


SALT LAKE
COUNTY
HEALTH
DEPARTMENT

COPY

RECEIPT AND RELEASE

THE UNDERSIGNED, Cathleen Louise Daniels, as an heir of Betty L. Butler, deceased (the "Decedent") and a person interested in the Decedent's estate (the "Estate") and as a beneficiary of The Betty L. Butler Revocable Trust, dated December 13, 2010 (the "Trust"), hereby:

1. acknowledges receipt from Ann Marie Butler, as Trustee of the Trust (the "Trustee"), of the following described property:
 - a. certain real estate located in Blaine County, Idaho, as that property is identified in the Trust, and as that property is further identified in the Special Warranty Deed attached as Exhibit A.
 - b. certain real estate located in Valley County, Idaho, as that property is identified in the Trust, and as that property is further identified in the Special Warranty Deed attached as Exhibit A.
2. accepts the property referred to in paragraph 1 above in full payment and satisfaction of the undersigned's interest in the Estate, Trust and/or property of the Decedent;
3. agrees to pay any and all costs and expenses, including, but not limited to, filing and recording fees, legal fees, accounting fees and other charges and fees, incurred by the Trustee and/or the Trustee's counsel in effecting the transfer of the property referred to in paragraph 1.d above to the undersigned;
4. waives any accounting that may be required under the Utah Uniform Probate Code or other applicable law relative to the administration of the Estate and/or Trust;
5. releases the Estate, the Trust and Ann Marie Butler (individually, as personal representative of the Estate and as Trustee of the Trust) from any and all liability in connection with the undersigned's interest in the Estate, Trust and/or property of the Decedent; and

6. agrees that facsimile transmission of this signed Receipt and Release shall be deemed for all purposes as delivery of the original thereof.

DATED: 11/7, 2015.

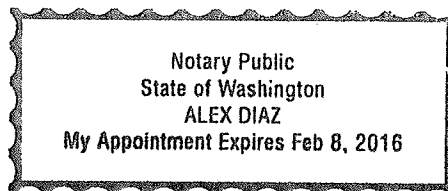

Cathleen Louise Daniels
12707 NW 24th Avenue
Vancouver, WA 98685

STATE OF Washington)
COUNTY OF Clark)
: ss.

The foregoing instrument was acknowledged before me this 7th day of November, 2015, by Cathleen Louise Daniels.



NOTARY PUBLIC



830 Broadford Rd.

Write a description for your map.

Legend

Broadford Rd

Google Earth

© 2018 Google

100 ft



DECLARATION OF TRUST

("THE BETTY L. BUTLER REVOCABLE TRUST")

THIS DECLARATION OF TRUST is made and executed this 13th day of December, 2010, by **Betty L. Butler**, a resident of Ogden, Weber County, Utah, who, depending upon the context, is hereinafter sometimes referred to as the "Grantor" and sometimes as the "Trustee."

WHEREAS, the Grantor desires by this trust instrument to establish a revocable trust upon the conditions and for the uses and purposes hereinafter set forth, to make provision for the care and management of a portion of the Grantor's present properties and for the ultimate distribution of the properties in the trust created hereunder.

NOW, THEREFORE, the Grantor hereby gives, transfers and delivers unto herself, Betty L. Butler, as Trustee in trust, the assets listed and described in Exhibit "A" attached hereto, incorporated herein and by this reference made a part hereof, to have and to hold the same, in trust, and to manage, invest and reinvest the same, and any additions that may from time to time be made thereto, subject to the terms, conditions, powers and agreements hereinafter set forth.

ARTICLE 1: NAME AND BENEFICIARIES OF TRUST

This trust shall be known and identified as "The Betty L. Butler Revocable Trust" and, for purposes of convenience, shall herein sometimes be referred to as the "trust". This trust is established for the use and benefit of the Grantor, the Grantor's children, Susan Elaine Frome, Cathleen Louise Daniels, Paul Joseph Butler and Ann Marie Butler, or their respective issue, and the Grantor's nephew, Jimmie W. Robertson, as more particularly set forth hereinbelow. The four (4) children named above are all of the Grantor's children, and all of said children are living at the time of execution of this trust instrument; the Grantor has no other living children and no issue of any deceased child. Whenever the terms "Grantor's child" or "Grantor's children" are used in this trust instrument, the same shall be deemed to include only the four (4) children named hereinabove. The term "issue," as used in the trust, shall be deemed to include all lineal descendants, including those legally adopted.

ARTICLE 2: DISPOSITION OF TRUST ESTATE

SECTION 2.1: GRANTOR'S BENEFITS AND POWERS DURING LIFETIME

2.1(a) Distribution of Income and Principal to Grantor. During the lifetime of the Grantor, the Grantor shall have the right to withdraw such amounts of principal or income from the trust as she may direct. In the absence of such direction, the Trustee shall accumulate the net

income of the trust and shall reinvest the same and at the end of each calendar year, the accumulated net income shall be added to and become a part of the principal.

2.1(b) Distributions to Grantor in the Event of Grantor's Incapacity. In the event of the incapacity of the Grantor, the Trustee may, in its discretion, first apply income and then principal of the trust to or for the Grantor's benefit to provide for her care and support. During the incapacity of Grantor, if, in the opinion of the Trustee, the income from all sources of which the Trustee has knowledge, including Social Security, shall not be sufficient to support, maintain and provide for the Grantor in her accustomed manner of living, or to meet her health, medical, dental, hospital and nursing expenses and expenses of invalidism, the Trustee is authorized to use and expend such part of the trust income and/or principal as the Trustee may deem necessary or desirable to make up such deficiency or to support and maintain the Grantor in her accustomed manner of living, and to meet her health, medical, dental, hospital and nursing expenses and expenses of invalidism. It is the Grantor's desire, if possible and desirable, considering both present and future needs and expectations, that the Trustee be liberal in construing the provisions of this section; and it is the Grantor's further desire that, to the extent reasonable and possible, she be allowed to live in her home in Ogden, Weber County, Utah, for the remainder of her life, rather than be placed in a nursing home, assisted living, or other facility for long-term placement. The Trustee is accordingly authorized and directed, to the extent reasonable and possible, to use any and, if necessary, all assets of the trust to accomplish the purposes of this trust as set forth in this section. Notwithstanding the foregoing, however, the decision of the Trustee as to the necessity or desirability for encroachment upon principal during the incapacity of the Grantor shall be conclusive upon all parties and the Trustee shall be relieved and exonerated hereunder if the Trustee acts in good faith in making such determinations.

2.1(c) Revocation, Modification, Alteration and Amendment of Trust. Any and all trusts created hereunder are hereby declared to be revocable and may at any time be modified, altered or amended; provided, however, such power to revoke, modify, alter or amend is exercisable solely by the Grantor, prior to her death or incapacity, by a writing duly acknowledged with the same formalities as are required for the valid execution and acknowledgment of deeds transferring real property, which writing shall then be effective to bring about such revocation, modification, alteration or amendment when delivered to the Trustee. In the event that the Grantor is incapacitated, the trust shall continue to be revocable; provided, however, that upon such incapacity or other inability to effectively manage property and affairs, the power to revoke, alter or amend shall be suspended. Upon the death of the Grantor, all trusts created hereunder shall be administered according to their terms and shall be irrevocable and not capable of modification, alteration or amendment by any person. The Grantor, prior to her death, shall have the further power, by a writing as above described, to relinquish any and all such powers and interests held, retained or acquired in any trust created hereunder by the Grantor.

SECTION 2.2: DIVISION AND ALLOCATION OF TRUST ASSETS UPON GRANTOR'S DEATH

2.2(a) Payment of Debts and Obligations. Upon the death of the Grantor, the Trustee shall use any accumulated or undistributed net income and principal of the trust as may be necessary to pay any and all debts and obligations of the Grantor, the last illness, funeral and burial expenses of the Grantor and any State and Federal income, inheritance and estate taxes which may then be due and owing or which may become due and owing or which may become due and owing as a result of the Grantor's death.

2.2(b) Outright Distributions. Upon the death of the Grantor, any remaining principal and undistributed income of the trust estate shall be paid over and distributed as follows:

2.2(b)(1) Distribution of Tangible Personal Property. The Trustee shall distribute, outright and free of trust, those items of tangible personal property that shall be or become a part of the trust estate and are listed on Exhibit "B", attached hereto and by this reference incorporated herein (and as the same may be amended, supplemented or replaced by the Grantor from time to time), to the persons named on said Exhibit "B" to receive such items. If any of said persons shall not be living at the time of the death of the Grantor, or if any of said items shall have been disposed of prior to the death of the Grantor, then the disposition of that item to that person as described above shall lapse and be of no force or effect. The Grantor's then living children shall have the power to direct the disposition of any items of tangible personal property that shall be or become a part of the trust estate and are not otherwise disposed of pursuant to said Exhibit "B". The Grantor's said children may exercise such power at any time within six (6) months after the date of death of the Grantor, by delivering to the Trustee written instructions signed by all of them. In the event the Grantor's said children do not deliver such instructions to the Trustee, or to the extent any such instructions do not cover particular items, the Trustee shall distribute all remaining tangible personal property as provided hereinbelow.

2.2(b)(2) Distribution of Idaho Properties. The Trustee shall distribute, outright and free of trust, that certain real property located in Blaine County, Idaho, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference, together with Idaho water right no. 37-12789 and all furniture, appliances, furnishings, fixtures, silverware, china, glass, art objects and other household goods and supplies located therein, thereon or thereabout, and that certain real property located in Valley County, Idaho, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference, together with Idaho water right no. 65-08579 and all furniture, appliances, furnishings, fixtures, silverware, china, glass, art objects and other household goods and supplies located therein, thereon or thereabout, to the Grantor's daughter, Cathleen Louise Daniels, if living, or if not, to the Grantor's granddaughter, Heather Daniels. In the event neither said Cathleen Louise Daniels nor said Heather Daniels shall survive the Grantor, the provisions of this subsection 2.2(b)(2) shall lapse and be of no force or effect, and said real and personal property shall instead be held, administered, paid over and distributed as provided in subsection 2.2(b)(4), below.

2.2(b)(3) Distribution of Utah Property. The Trustee shall distribute, outright and free of trust, that certain real property located in Weber County, Utah, as more particularly described on Exhibit "A", attached hereto and incorporated herein, together with all furniture, appliances, furnishings, fixtures, silverware, china, glass, art objects and other household goods and supplies located therein, thereon or thereabout, to the Grantor's daughter, Ann Marie Butler. In the event said Ann Butler shall not survive the Grantor, the provisions of this subsection 2.2(b)(3) shall lapse and be of no force or effect, and said property shall instead be held, administered, paid over and distributed as provided in subsection 2.2(b)(4), below.

2.2(b)(4) Division and Distribution of Residue.

2.2(b)(4)(i) Assets having a value equal to Seventy Percent (70%) of the value of all remaining assets of the trust estate shall be allocated to the Grantor's daughter, Ann Marie Butler, if living, or if not, in equal shares to the Grantor's grandsons, Jeremy Daniels and Christopher McGinty, if living, or if either said Jeremy Daniels or said Christopher McGinty shall not survive the Grantor, his share shall instead be distributed to his then living issue, if any, per stirpes, or if none to the other of them, if living, or if not to such other's then living issue, if any, per stirpes. Subject to subsection 2.2(b)(6), below, each such share shall be paid over and distributed, outright and free of trust, to the beneficiary for whom it is allocated. In the event none of the beneficiaries designated in this subsection 2.2(b)(4)(i) shall survive the Grantor, the provisions of this subsection 2.2(b)(4)(i) shall lapse and be of no force or effect, and said assets shall instead be allocated among the beneficiaries designated in subsections 2.2(b)(4)(ii) and 2.2(b)(4)(iii), pro rata.

2.2(b)(4)(ii) Assets having a value equal to Fifteen Percent (15%) of the value of said remaining assets of the trust estate shall be allocated to the Grantor's daughter, Susan Elaine Frome, if living, or if not to her then living issue, if any, per stirpes. Subject to subsection 2.2(b)(6), below, each such share shall be paid over and distributed, outright and free of trust, to the beneficiary for whom it is allocated. In the event none of the beneficiaries designated in this subsection 2.2(b)(4)(ii) shall survive the Grantor, the provisions of this subsection 2.2(b)(4)(ii) shall lapse and be of no force or effect, and said assets shall instead be allocated among the beneficiaries designated in subsections 2.2(b)(4)(i), above, and 2.2(b)(4)(iii), below, pro rata.

2.2(b)(4)(iii) Assets having a value equal to Fifteen Percent (15%) of the value of said remaining assets of the trust estate shall be allocated to the Grantor's son, Paul Joseph Butler, if living, or if not to his then living issue, if any, per stirpes. Subject to subsection 2.2(b)(6), below, each such share shall be paid over and distributed, outright and free of trust, to the beneficiary for whom it is allocated. In the event none of the beneficiaries designated in this subsection 2.2(b)(4)(iii) shall survive the Grantor, the provisions of this subsection 2.2(b)(4)(iii) shall lapse and be of no force or effect, and said assets shall instead be allocated among the beneficiaries designated in subsections 2.2(b)(4)(i) and 2.2(b)(4)(ii), above, pro rata.

2.2(b)(5) Right of Jimmie W. Robertson to Use of Blaine County Real Property. Notwithstanding any other provision herein to the contrary, any distribution of that certain real property located in Blaine County, Idaho, as more particularly described in Exhibit

“A”, attached hereto and incorporated herein by reference, shall be subject to and shall contain a reservation of the right of the Grantor’s nephew, Jimmie W. Robertson, to use and occupy that portion of said real property on which his mobile home is currently located, and to use, occupy and access the same, rent free, during his lifetime or until he permanently moves therefrom. Said right of Jimmie W. Robertson is personal to him and no other person, and upon his death or in the event he shall permanently move therefrom, said mobile home shall be promptly removed from said real property at the expense of his successor(s) in interest.

2.2(b)(6) Distributions to Beneficiaries Under Age of 21 Years. If any distribution is to be made pursuant to subsection 2.2(b)(5), above, to any beneficiary who has not attained the age of twenty-one (21) years, then the Trustee shall retain in trust, subject and pursuant to the provisions of this trust instrument, such beneficiary’s share of trust principal, and shall use so much or all of said share and the income therefrom as the Trustee, in the Trustee’s sole discretion and judgment, shall deem necessary or desirable to support, maintain and educate such beneficiary in his or her accustomed manner of living, and to meet his or her medical, dental, hospital and nursing expenses and expenses of invalidism. Upon the date when each such respective beneficiary individually attains the age of twenty-one (21) years, or upon the date twenty-one (21) years after the death of the survivor of the Grantor’s issue who were living at the Grantor’s death, whichever event first occurs, the Trustee shall pay over and distribute to such respective beneficiary the share of trust principal, including any undistributed income, that has been retained for his or her benefit. Should any of said beneficiaries die prior to receiving the share of trust principal set aside and retained for his or her benefit, such deceased beneficiary’s share of trust principal shall, subject to this subsection 2.2(b)(3), be paid over and distributed to his or her issue, if any, per stirpes, or if none, shall go to augment the other shares then held and those previously distributed in whole or in part of the then living issue of the nearest ancestor of such beneficiary, not more remote than the Grantor, then having living issue.

2.2(c) No Beneficiaries. If, prior to the full distribution of the trust estate as provided hereinabove, all of the beneficiaries designated hereinabove shall have died, then any remaining principal and undistributed income of the trust shall be paid over and distributed, outright and free of trust, to the Grantor’s heirs at law, as determined and in the proportions specified by the laws of the State of Utah.

ARTICLE 3: TRUSTEE PROVISIONS

SECTION 3.1: NAMED TRUSTEES. The Trustees and successor Trustees named herein shall serve in such capacities subject to the following:

3.1(a) Original Trustee. The Trustee named herein, Betty L. Butler, shall continue as Trustee of all trusts created hereunder until her death, resignation, incapacity or disqualification.

3.1(b) Successor Trustees. Upon the death, resignation, incapacity or disqualification of the Trustee named herein, one (1) of the following persons, in the order specified, shall be appointed successor Trustee of all trusts created hereunder: (1) the Grantor’s daughter, Ann

Marie Butler, (2) the Grantor's daughter, Cathleen Louise Daniels, (3) the Grantor's granddaughter, Heather Daniels. If any of said persons shall decline or for any reason fail or cease to so serve, the next designated person shall be so appointed. If all of said persons shall decline or for any reason fail or cease to serve hereunder, a successor Trustee shall be appointed by a court of competent jurisdiction.

3.1(c) Removal of Successor Trustee and Appointment of Alternate Successor Trustee. Notwithstanding anything to the contrary in this section, the Grantor, during the Grantor's lifetime, shall have the power to remove the Trustee named herein and any successor Trustee or Trustees by delivering to the Trustee or Trustees who are then acting written notice to that effect and naming an individual, individuals or corporate fiduciary to serve as Trustee of all trusts created hereunder.

3.1(d) Resignation of Trustee. The Trustee and any successor Trustee shall be entitled to resign at any time by giving written notice and an accounting to the Grantor during the Grantor's lifetime, or, after the Grantor's death, to the beneficiaries then entitled to receive income hereunder.

3.1(e) Employment of Corporate Fiduciary. The Trustee or any successor Trustee shall have the right, in the Trustee's discretion, to employ a corporate fiduciary to administer the trust properties, subject always to the same terms and conditions as set forth in this trust instrument and to the direction and control of the Trustee. This subsection shall not be construed to grant any acting Trustee the right to appoint a co-Trustee or successor Trustee.

3.1(f) Powers and Duties. All rights, powers, duties and discretions conferred upon the initial Trustee shall vest in all successor Trustees. No successor Trustee or co-Trustee shall have any responsibility or liability for the acts or omissions of any prior Trustee or co-Trustee, nor shall such successor have any duty to audit or investigate the accounts of administration of any prior Trustee or co-Trustee, but such successor shall only be liable for his, her or its own acts and defaults.

SECTION 3.2: POWERS OF TRUSTEE. Subject to the other provisions hereof, the Trustee is authorized and empowered in the management and operation of any trust created hereunder, in addition to those now or hereafter conferred by law, as follows:

2.2(a) Additions to Trust. To receive properties or interests therein from the Grantor or others, including shares of any corporate Trustee's own stock, as additions to any trust created hereunder and to retain, hold, manage or sell the same as the Trustee may deem advisable; it being intended that as to properties or interests contributed to any trust created hereunder, notwithstanding anything to the contrary contained herein, the Trustee shall be under no fixed duty or investment rule, such as the so-called "prudent man" or other rules, to sell, diversify or liquidate such property or interests, but the Trustee may retain or sell the same as the Trustee may deem advisable, and the Trustee shall not be liable for decisions made hereunder if exercised in good faith.

3.2(b) Advancement of Funds. To advance funds to any trust created hereunder for any trust purpose, such advances, with interest at current rates, to be a first lien on and to be repaid out of principal or income; to be reimbursed from principal or income for any loss or expense incurred by reason of the Trustee's ownership or holding of any property in any trust created hereunder.

3.2(c) Bonding. The Trustee shall not be required to give bond unless a court of competent jurisdiction, in its discretion, upon the application of an interested party, requires a bond to be given.

3.2(d) Businesses. To operate, either solely or in conjunction with others, any business operation or enterprise of any nature, whether it be a proprietorship, general or limited partnership, limited liability company or corporation, for so long a time and in such manner as the Trustee deems proper and for the best interests of any trust created hereunder, with full power to organize as a proprietorship, partnership, limited liability company, or other form of business entity; to incorporate such business or to execute or join in any plan of refinancing, merger, consolidation or reorganization thereof.

3.2(e) Consolidation of Trusts. In the event that there shall be another trust in existence created by the Grantor under which the Trustee hereof shall be the then acting trustee, the terms of which are substantially similar to the terms hereof, the Trustee shall be authorized and empowered, in the Trustee's sole discretion, to consolidate any trust created hereunder with such other trust and to administer said trusts as one, unless such consolidation shall be contrary to law or inconsistent with the terms of any instrument supplemental hereto.

3.2(f) Contracts. To execute or enter into contracts, deeds, agreements or any other documents of any nature whatsoever which the Trustee may deem necessary or desirable to carry out the provisions and purposes of any trust created hereunder.

3.2(g) Custodians and Nominees. To cause any securities or other property to be held by a custodian (including without limitation a bank or trust company) in a custodial account, or in the name of a nominee (including without limitation a nominee brokerage firm), or in such form that title will pass by delivery.

3.2(h) Depreciation Costs. In the Trustee's discretion, to charge to income all current costs of amortization, obsolescence, depletion and depreciation of any properties of any trust created hereunder and to provide adequate reserves for such amortization, obsolescence, depletion and depreciation.

3.2(i) Discretion. Unless specifically limited, all discretions conferred upon the Trustee shall be absolute, and their exercise conclusive on all interested persons. The enumeration of certain powers of the Trustee shall not limit the Trustee's general or implied powers, and the Trustee, subject always to the discharge of the Trustee's fiduciary obligations, is vested with and shall have all rights, powers and privileges which an absolute owner of the same property would have.

3.2(j) Division and Distribution of Principal. In any case in which the Trustee is required to divide the principal of the estate of any trust created hereunder into parts or shares, or to distribute the same, the Trustee is authorized and empowered, in the Trustee's sole discretion, to make division or distribution in kind, or partly in kind and partly in money, or by granting, transferring or assigning undivided interests. For the purpose of such division or distribution of the property or security, the judgment of the Trustee concerning valuation shall be binding and conclusive on all interested parties. In the event the Trustee shall determine to distribute to any beneficiary an undivided interest or share in any of said trust property, then such beneficiary shall not have the right, without the Trustee's written consent, to partition, until the termination of any trust created hereunder for the benefit of said beneficiary.

3.2(k) Employment of Professionals. To employ certified public accountants, agents, attorneys, brokers, investment counselors, financial planners and others reasonably necessary in the administration of the estate of any trust created hereunder, and to delegate to such persons any discretion which the Trustee may deem proper.

3.2(l) Expenses. To pay the expenses of administering any trust created hereunder such as taxes, insurance, upkeep and any and all items of expense ordinarily necessary to the operation of trusts of this character, including any fees and court costs necessarily incurred in enforcing any of the property rights pertaining to the property of any trust created hereunder; to budget the estimated annual income and expenses of any trust created hereunder in such manner as to equalize, as far as practicable, periodic income payments to beneficiaries.

3.2(m) Indebtedness. To borrow money for any trust purposes upon such terms and conditions as the Trustee may deem proper, and to obligate the estate of any trust created hereunder for repayment; to encumber the estate of any trust created hereunder or any of its property by mortgage, deed of trust, pledge or otherwise, using such procedure to consummate the transaction as the Trustee may deem advisable, including the maintenance of a margin account with a stock brokerage firm.

3.2(n) Insurance. To purchase, maintain, surrender, collect, or cancel (a) life insurance or annuities of any kind on the life of any beneficiary, (b) liability insurance protecting the trust estate against third party claims, (c) hospital insurance, medical insurance, Medicare supplemental insurance, custodial care insurance, and disability income insurance for any beneficiary, (d) casualty insurance insuring assets of the trust against loss or damage due to fire, theft, or other commonly insured risk; (e) rent, title, and/or any other insurance of any nature, in any form and in any amount; to pay all premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on behalf of the beneficiaries, to adjust insurance losses; and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI and Workers' Compensation. To designate and change beneficiaries of insurance policies insuring the life of any beneficiary under any annuity contract in which he or she has an interest.

3.2(o) Appointment of Investment Counsel. To appoint professional, independent and disinterested investment counsel and to delegate to such investment counsel such investment powers and responsibilities as the Trustee deem proper. Such powers and responsibilities may

include directing the purchase and sale of securities, determining the minimum or maximum prices at which such securities shall be sold or purchased, and selecting a broker or brokers to be employed in connection with the sale and purchase of securities. Neither the Trustee, nor any person dealing with the Trustee or the investment counsel shall incur any liability to any beneficiary of the trust for following the recommendations or directions of the investment counsel and the Trustee, the investment counsel, or any persons dealing with them, shall not incur any liability to any beneficiary asserted on the grounds that the appointment of the investment counsel and the compliance with its recommendations and directions constitute an improper delegation of fiduciary duties by the Trustee. The investment counsel appointed by the Trustee shall be entitled to a reasonable fee payable by the trust for its services as determined by the Trustee. Any investment counsel shall have the right to resign at any time. The appointment and authority of an investment counsel shall continue until the Trustee, by affirmative action, terminates such appointment and authority. As used herein, the term "professional, independent and disinterested investment counsel" shall mean counsel who are not personally or financially interested in the purchase or sale of securities but are only paid compensation or fees for their services.

3.2(p) Investments. To invest the trust funds in any property, real, personal or mixed, in which any individual may invest his own funds, including foreign investments, to the extent allowable under the general investment standard of this trust. In making investments, the Trustee shall exercise the judgment and care in the purchase or acquisition thereof which men of prudence, discretion and intelligence exercise, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. The Trustee shall not commingle trust funds with the Trustee's own funds; nevertheless, a corporate Trustee may commingle the assets of any trust created hereunder with common trust funds managed and administered by the Trustee.

3.2(q) Loans. To make loans or advancements to the Grantor's estate or to a beneficiary upon such terms and conditions as the Trustee deems appropriate. The loans shall provide for adequate interest and adequate security and may require insurance or other protection for the trust.

3.2(r) Management. To manage, control, sell, convey, exchange, partition, divide, subdivide, improve, repair; to grant options and to sell upon deferred payments; to lease for terms within or extending beyond the duration of this trust for any purpose, including exploration for and removal of gas, oil and other minerals; to enter into community oil leases, pooling and unitization agreements; to create restrictions, easements and other servitudes; to compromise, arbitrate or otherwise adjust claims in favor of or against any trust created hereunder; to institute, compromise and defend actions and proceedings.

3.2(s) Receipts. To receive and collect all proceeds, rents, income and accruals of every kind inuring to the benefit of any trust created hereunder.

3.2(t) Stocks. To have respecting securities all the rights, powers and privileges of an owner, including the power to pay assessments and other sums deemed by the Trustee necessary for the protection of the estate of any trust created hereunder; to participate in voting trusts,

pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, regardless of any limitations elsewhere in this instrument relative to investments by the Trustee; and to register any securities held by any trust created hereunder in the name of a nominee without disclosing the fiduciary relationship.

3.2(v) S-Corporation Stock. In the event that any trust created hereunder is the holder of any shares of stock in a corporation which has elected to be taxed under the provisions of sections 1361 through 1349 of the Internal Revenue Code, as the same may hereinafter be amended, the Trustee is hereby authorized, in the Trustee's discretion, (i) not to file an affirmative refusal to consent to a valid subchapter S election, and (ii) to do and perform any and all acts and things necessary or appropriate to retain the subchapter S election, if desirable, of any such corporation. In addition, the Trustee, in connection with the division and distribution of my property, is authorized, in the Trustee's discretion, to sell or otherwise transfer the shares of stock of any such corporation in a manner so as to assure the continued valid subchapter S election of any such corporation.

3.2(w) Undivided Interests. To hold the assets of two or more trusts or parts of such trusts created by the same instrument or by two or more instruments if the trust provisions are substantially similar, as an undivided whole, without separation as between the assets of such trusts or parts of such trusts; but such separate trusts or parts of such trusts shall have undivided interest in such assets; and no such holding shall defer the vesting of any estate in possession or otherwise. Such authority shall include the maintenance of brokerage accounts as tenants in common with other trusts or entities.

SECTION 3.3: INVESTMENT STANDARDS. In making investments, the Trustee shall exercise the judgment and care in the purchase or acquisition thereof which men of prudence, discretion and intelligence exercise, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. The Trustee shall not commingle trust funds with the Trustee's own funds; nevertheless, a corporate Trustee may commingle the assets of any trust created hereunder with common trust funds managed and administered by the Trustee.

SECTION 3.4: LIMITATION OF TRUST POWERS. Administrative control and all other powers relating to any trust created hereunder shall be exercised by the Trustee in a fiduciary capacity and solely for the benefit of the beneficiaries thereof. No one shall be permitted to purchase, exchange, reacquire or otherwise deal with or dispose of the principal of any trust created hereunder or the income therefrom for less than an adequate and full consideration in money or money's worth, nor shall any person borrow the principal or income of the estate of any trust created hereunder, directly or indirectly, without adequate interest or without adequate security therefor.

SECTION 3.5: LIMITATION ON TRUSTEE'S DUTIES AND RESPONSIBILITIES DURING GRANTOR'S LIFETIME. Notwithstanding any other provision of this trust instrument, it is specifically understood and agreed that during the lifetime of the Grantor (or until the Grantor's incapacity) the Trustee may retain all of the assets transferred to the Trustee hereunder, together with any other assets received from the Grantor, without responsibility for the investment or reinvestment of same, it being understood and agreed that during the lifetime of the Grantor the duties of the Trustee shall consist of holding title to the assets transferred hereunder, collecting and disbursing income, and to performing the bookkeeping and accounting functions normally performed by a corporate trustee. The Trustee shall have no responsibility or liability to diversify trust investments or to make any investment decisions during the lifetime of the Grantor. With respect to any real property included in the trust estate, the Grantor, during the Grantor's lifetime, shall have full responsibility with respect to the management and maintenance of same, including the payment of all insurance premiums, taxes and other expenses relating thereto. Upon the death of the Grantor or during such time as the Grantor shall be under guardianship, shall have surrendered his rights hereunder or is incapacitated, all other provisions of this trust instrument shall become applicable and any and all trusts created hereunder shall then be administered as full management trusts.

SECTION 3.6: TRUSTEE LIABILITY. The Trustee shall not be liable for any loss or depreciation in the value of the estate of any trust created hereunder occurring by reason of error of judgment in making any sale, investment or reinvestment, or in continuing to hold in trust any property herewith or hereafter transferred to the Trustee or any investment or reinvestment hereafter made; provided such loss or depreciation in value has not occurred through the actual fraud, gross negligence or willful default of the Trustee. The Trustee shall not be liable for mistakes of fact prior to the actual knowledge or written notice of such fact, when the happening of any event, including attainment of a certain age, performance of certain requirements, death or any other event, affects distribution of income or principal of the trust estate. Good faith and fiduciary responsibility shall be required of the Trustee.

SECTION 3.7: COMPENSATION OF TRUSTEE. The Trustee named herein shall receive no compensation for ordinary services rendered hereunder; provided, however, the Trustee shall be entitled to receive reasonable compensation for any extraordinary services rendered. A successor Trustee shall receive reasonable compensation for services rendered hereunder. Reasonable compensation shall be based upon the then prevailing rates charged for similar services in the locality where the same are performed by other fiduciaries engaged in the trust business or acting as Trustees. Provided, however, that the Trustee shall not be paid brokerage fees or commissions for the sale and purchase of securities held by the trust. Provided, further, that any Trustee's fee payable upon complete or partial termination or distribution of any trust created hereunder shall be limited to the actual costs and expenses incurred by the Trustee in connection with said termination or distribution. The successor Trustee's compensation shall be paid first out of any income generated by the trust, and if the

income from the trust is insufficient to pay the Trustee's fee, then out of any principal of the trust.

ARTICLE 4: ADMINISTRATIVE PROVISIONS

SECTION 4.1: DEFINITION OF NET INCOME. As used in this trust instrument, the term "net income" shall mean the income and earnings from any trust created hereunder, exclusive of the profits realized from the sale of any of the assets of said trust, exclusive of all distributions, cash or in kind, paid by corporations in cases of liquidation, and exclusive of stock dividends in stock of distributing corporations (such profits, liquidation distributions and stock dividends to be considered a part of principal of the trust and to be added thereto), less any necessary charges and expenses paid or incurred in connection with the management and protection of the estate of any trust created hereunder including, without limitation, in the Trustee's discretion, a reasonable allowance for depreciation or depletion on property subject to depreciation or depletion under generally accepted accounting principles, and the Trustee's proper compensation for services hereunder. All questions relating to the ascertainment of income and principal and the allocation of receipts and disbursements between income and principal, except as specifically provided herein, shall be resolved by the Trustee in accordance with the terms of the Uniform Principal and Income Act from time to time in effect in the State of Utah, or if such Act should be abolished, then in accordance with the terms of such Act as it was last in effect in the State of Utah.

SECTION 4.2: UNDISTRIBUTED INCOME, BURIAL EXPENSE. Any income which is undistributed at the time of the termination of any interest or estate created hereunder shall belong and go to the beneficiary or beneficiaries entitled to the next eventual interest or estate provided for herein in the same proportion as the principal thereof; provided, however, that upon the death of a beneficiary then entitled to have net income paid, credited or accumulated to or for his or her benefit under the provisions hereof, the Trustee, in the Trustee's discretion, may pay out of income or principal of the trust benefiting such beneficiary, his or her illness, funeral and burial expenses and any income taxes or death taxes imposed upon the deceased beneficiary's estate by reason of his or her interest in any trust created hereunder.

SECTION 4.3: ADDITIONAL PROPERTIES. The Grantor hereunder, and any other person or persons, shall have the privilege and right at any time to devise, bequeath, grant, convey, give or transfer additional real, personal or mixed properties, including policies of life insurance, to the Trustee for the benefit of the trust by inter vivos act or by Last Will and Testament, subject to the same terms and conditions as the original provisions of this trust instrument, and said additions shall be evidenced by receipt therefor signed by the Trustee.

SECTION 4.4: INSURANCE PROVISIONS. With respect to any policy of life insurance which may be assigned to the Trustee as owner thereof, or under which the Trustee is

designated as beneficiary, the Trustee shall deal with such policy as required by the following provisions, in addition and subject to the general trust provisions hereinabove and hereinafter set forth:

4.4(a) Custody of Insurance Policy. The Trustee shall have the custody of any policy of life insurance under which the Trustee is designated as primary beneficiary, whether the same be irrevocably assigned to the Trustee, as owner and beneficiary, or whether the Trustee is designated as revocable beneficiary. Should the Trustee be named as revocable beneficiary of any policy, the owner shall have the right to possession of said policy upon written request to the Trustee.

4.4(b) Rights in Policies of Insurance. In respect to any policy of insurance irrevocably assigned to the Trustee, the Trustee is hereby vested with all rights in and to such policy of insurance, and the Trustee is authorized and empowered to exercise and enjoy for the purposes of this trust instrument, and as owner of such policies, all the options, benefits, rights and privileges under such policy, including the right to borrow upon and to pledge it for a loan or loans. The insurance company which has issued such policy is hereby authorized and directed to recognize the Trustee as owner of such policy of insurance and as fully entitled to all options, rights, privileges and interests under such policy; and any receipts, releases and other instruments executed by the Trustee in connection with such policy shall be binding and conclusive upon the insurance company and upon all persons interested in this trust instrument.

4.4(c) Payment of Premiums. The Trustee is expressly empowered to pay premiums on any policy of insurance owned by the trust. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance, whether the same be irrevocably assigned to the Trustee or the Trustee is named revocable beneficiary, nor to make certain that such premiums are paid or to notify any persons of the nonpayment of such premiums; and the Trustee shall be under no responsibility or liability in case such premiums are not paid. Upon notice at any time during the term of any trust created hereunder that the premiums due upon any policy irrevocably assigned to the Trustee are in default, or that premiums to become due will not be paid, the Trustee, in the Trustee's sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended insurance, or may borrow upon such policy for the payment of premiums due thereon, or may accept the cash value of such policy upon forfeiture. In the event that the Trustee receives the cash value of such policy upon forfeiture for nonpayment of premiums, such proceeds shall be held by the Trustee as part of the principal and pursuant to the same provisions, terms and conditions as are set forth herein.

4.4(d) Collection of Policy Proceeds. Upon the death of the insured under any such policy, or upon the maturity date of any such policy which has been irrevocably transferred to the Trustee, the Trustee shall collect all proceeds due thereon and if an endowment policy, shall collect the cash endowment value in one lump sum upon the maturity date thereof. Further, the Trustee shall make all reasonable efforts to carry out the provisions of this paragraph and this trust instrument, including the maintenance or defense of any suit; however, the Trustee shall be under no duty to maintain or enter into litigation unless expenses, including counsel fees and costs, have been advanced or guaranteed in an amount and in a manner reasonably satisfactory to

the Trustee. The Trustee may repay advances made by the Trustee or be reimbursed for any such fees and costs out of the principal or income of the estate of the trusts created hereunder.

4.4(e) Purchase of Assets. The Trustee is hereby authorized and empowered to apply any part or the whole amount of any insurance proceeds collected by the Trustee to purchase assets of the insured's estate which may be offered for sale by the personal representative of the insured's estate, at a price equal to the value of such assets as fixed by competent authority for purposes of determining the liability of the insured's estate for federal estate tax purposes or at such other price as may be agreed upon by the Trustee and the personal representative of the insured's estate.

SECTION 4.5: SPENDTHRIFT PROVISION. Each and every beneficiary, other than Grantor during her lifetime, shall be without right, power or authority to sell, assign, pledge, mortgage or in any other manner to encumber, alienate or impair his or her beneficial or legal interest in the trust, or any part thereof, or in the principal or income thereof, and the beneficial and legal interest in and the principal and the income of the trust and every part thereof shall be free from the interference or control of creditors of each and every beneficiary of the trust and shall not be subject to the claims of any creditor of any beneficiary, nor liable to attachment, execution, bankruptcy or any other process of law. The income and principal of the trust shall be paid over to the beneficiary in person, or in the event of the minority or incapacity of the beneficiary, to or for the benefit of the beneficiary in such manner as the Trustees' discretion seems most advisable, at the time and in the manner herein provided and not upon any written or verbal order nor upon any assignment or transfer thereof by the beneficiary or by operation of law.

SECTION 4.6: DISTRIBUTIONS TO MINORS AND INCAPACITATED PERSONS. Any distribution of principal or income herein provided to be made to any person at such time as such person is under the age of majority may, in the sole and exclusive discretion of the Trustee, be made to the parent, guardian or other third party for the benefit of such minor (including, but not limited to, a custodian for the benefit of such minor under the Utah Uniform Transfers to Minors Act or otherwise), or may be applied for the benefit of such minor, or made directly to the minor. The Trustee may make distributions hereunder to any incapacitated adult beneficiary by making them to the guardian of the person or conservator of the property of such beneficiary, or may apply them for the beneficiary's benefit, or make them directly to the beneficiary. All distributions made in good faith directly to minor or incapacitated beneficiaries shall relieve the Trustee from responsibility therefor.

SECTION 4.7: INVALID PROVISIONS. In the event any clause or provision of this trust instrument is or becomes invalid or void for any reason, then such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible. If any provision contained in this trust instrument shall otherwise violate the rule against perpetuities or similar restrictions now or hereafter in effect in any state under which any trust created

hereunder is or may subsequently be governed, that portion of said trust so affected shall be administered as herein provided until the termination of the maximum period authorized by law at which time and forthwith, such part of the estate of any trust created hereunder and so affected shall be distributed outright to the beneficiary or beneficiaries in the proportions in which they are then entitled to enjoy the benefits so terminated.

SECTION 4.8: ACKNOWLEDGMENTS, REPORTS, INSPECTION OF RECORDS. The Trustee hereby acknowledges receipt of and accepts the property and any trust created hereunder on the terms and conditions stated, and agrees to care for, manage and control the same in accordance with the directions herein specified; to furnish the Grantor and any beneficiary entitled to net income herefrom, or said beneficiary's duly qualified representative, annually and at more frequent intervals if requested so to do in writing, a statement showing the condition of the trust property, the character and amounts of the investments and liabilities and the receipts, expenses and disbursements since the last previous statement. The books of account of the Trustee in connection with any trust created hereunder shall at all times be open to the reasonable inspection of the Grantor and any beneficiary and said beneficiary's duly qualified representative and such person or persons as said beneficiary may designate for that purpose.

SECTION 4.9: LEGAL OBLIGATIONS. No trust created hereunder is established to discharge any of the legal obligations or duties of the Grantor or the Trustee, as spouse or parent of any of the beneficiaries, and the payment for the benefit of any of the beneficiaries of any income or principal of any trust created hereunder is not intended to be nor shall any such payment be made in lieu of, or in discharge of, any such obligations of the Grantor or the Trustee.

SECTION 4.10: SEPARATE SHARES. Whenever the trust estate hereunder is divided into separate shares, each such share shall constitute a separate and distinct trust, and shall be held and administered as a separate trust but the Trustees shall not be required to make physical segregation of the trust assets and may hold property in undivided interests in each of such trusts. The Trustees may, however, make physical segregation of the trust assets if, in the exercise of the Trustees' discretion, that seems necessary or advisable.

SECTION 4.11: NOTICE OF EVENT CHANGING RIGHT TO BENEFICIAL ENJOYMENT. Until the Trustee shall receive written notice of any birth, marriage, death or other event upon which the right to payments from this trust may depend, the Trustee shall incur no liability to persons whose interest may have been affected by that event for disbursements made in good faith.

SECTION 4.12: DEFINITION OF INCAPACITY. As used herein, the terms "incapacity" and "incapacitated" shall mean that, in the opinion and sole discretion of the Grantor's personal physician, or if the Grantor has no personal physician, then in the opinion and

sole discretion of at least one (1) physician selected by a majority of the Grantor's children who are then living (the guardian of any such child acting in his or her place in the case of any such child who is incapacitated), the person in question is, for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication or any other reason, unable to effectively manage his or her property and affairs or exercise his or her rights and powers hereunder; or, alternatively, that any Court of competent jurisdiction has found the person in question to be incapacitated.

SECTION 4.13: APPLICABLE LAW. This trust instrument is executed under and shall in all respects be governed by the laws of the State of Utah; provided, however, the Trustee shall have the discretion, exercisable at any later time and from time to time, to administer the trust pursuant to the laws of any jurisdiction in which the Trustee may be domiciled, by executing and acknowledging a written instrument to that effect and attaching the same to this trust instrument.

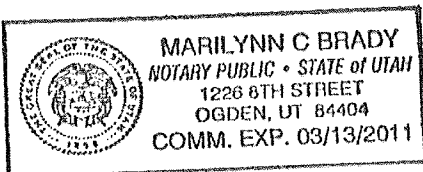
IN WITNESS WHEREOF, the Grantor and Trustee has hereunto set her hand the day and year first above written.

GRANTOR and TRUSTEE:

Betty L. Butler
BETTY L. BUTLER

STATE OF UTAH)
: ss.
COUNTY OF WEBER)

On the 13th day of December, 2010, personally appeared before me **Betty L. Butler**, the signer of the above and foregoing instrument, who duly acknowledged to me that she executed the same.



Marilynn C. Brady
NOTARY PUBLIC

EXHIBIT "A"

Assets transferred to **Betty L. Butler**, or her successor, as Trustee of **The Betty L. Butler Revocable Trust** under Declaration of Trust dated December 13, 2010.

Cash and Investment Accounts

All of the following described cash and investment accounts:

Alliance Credit Union account no. 0207, including all subaccounts thereunder

Met Life account no. 4059548118

Zions Bank account no. 067513150

U.S. Bank account no. 153151142160

Bank of Utah account no. 0334-7435

Wells Fargo Bank account no. 155061388

Wells Fargo Bank account no. 325100115

Morgan Stanley Smith Barney account no. 301-70475

Morgan Stanley Smith Barney account no. 301-70477

Ameriprise Advisor Center account no. 0011 5260 4351 5 002

Real Property

A. All of the following described real property located in Weber County, Utah, to-wit:

All of Lot 4, Shadow Valley Estates No. 2, Ogden City, Weber County, Utah,
according to the official plat thereof
(07-013-0004)

B. All of the following described real property located in Blaine County, Idaho, to-wit:

Parcel I: Lot 20 of Block 133 and the SE 32 feet of the Alley in Block 133,
adjacent to said Lot 20, as the same appears on the official plat of the City of
Hailey, on file and of record in the office of the County Recorder of Blaine
County, Idaho, and

A parcel of land located in the NE1/4 of Section 16, Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows, with reference to that certain survey recorded as Instrument No. 364910;

Commencing at the Northeast corner of Section 16; thence South 57°52'46" West, 760.83 feet, more or less to an iron pin marking the Southwest corner of Block 133 of Old Hailey Townsite; thence along the Southerly boundary of said Hailey Townsite South 60°54'21" West, 15.00 feet to the REAL POINT OF BEGINNING; thence along a line 35 feet Easterly of and parallel to the centerline of Broadford Road South 28°59'53" East, 88.00 feet to an iron pin; thence North 60°54'21" East, 188.00 feet to an iron pin; thence North 39°23'23" West, 89.44 feet to an iron pin that lies on the Southerly boundary of said Hailey Townsite; thence South 60°54'21" West, 156.86 feet to the REAL POINT OF BEGINNING. (TL6996)

Parcel II: A parcel of land located in the NE1/4, Section 16, Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said Section 16; thence South 57°52'46" West, 760.83 feet, more or less to an iron pin marking the Southwest corner of Block 133 of the Old Hailey Townsite; thence along the Southerly boundary of said Hailey Townsite North 60°54'21" East, 156.86 feet to the Northeast corner of TL 2274 (now known as TL 6996), also being the REAL POINT OF BEGINNING; thence along the Southerly boundary of said Hailey Townsite North 60°54'21" East, 36.47 feet to the Northwest corner of a parcel of land conveyed to the State of Idaho; thence along the Westerly boundary of said State of Idaho parcel South 29°00'00" East, 35.67 feet to an iron pin marking a boundary corner of Lot 1 Block 2 of the Hailey Business Park plat; thence along the Northwesterly boundary of said Lot 1 South 60°45'42" West, 30.00 feet to an iron pin marking the most Westerly corner of said Lot 1; thence along the Northeasterly boundary of said TL 2274 (now known as TL 6996) North 39°23'23" West 36.25 feet to the REAL POINT OF BEGINNING. (TL 7339)

C. All of the following described real property located in Valley County, Idaho, to-wit:

Lot 1A-9, Subdivision CR-1, Valley County, Idaho, according to the Valley County Recorder's Book No. 10 of Miscellaneous Records thereof filed in Valley County on April 11, 1960 (Instrument No. 55336), located in the SE ¼ NW ¼ of Section 30, Township 15 North, Range 3 East, Boise Meridian

Tangible Personal Property

All of the Grantor's tangible personal property and household effects, including, but not limited to, furniture, appliances, furnishings, fixtures, silverware, china, glass, books, papers, jewelry, art objects, wearing apparel, household goods and supplies, musical instruments, tools, cameras and sporting equipment, and all additions, replacements and substitutions thereof (it being expressly understood that the Trustee shall have no responsibility to inventory, have physical custody of, or see to the condition of the same).

Life Insurance

All interest as beneficiary under the following described life insurance policies:

U. S. Department of Veterans Affairs policy no. V11042019 insuring the life of the Grantor

Retirement Accounts and Annuities

All interest as beneficiary under the following described retirement accounts and annuities:

Morgan Stanley Smith Barney individual retirement account no. 301-6254A

Savings Bonds

All United States saving bonds owned by the Grantor

Mail Deed to:
Cathleen Butler Daniels
12707 NW 24th Avenue
Vancouver, WA 98685

SPECIAL WARRANTY DEED

Ann Marie Butler, as Trustee of The Betty L. Butler Revocable Trust under Declaration of Trust dated December 13, 2010, the Grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under her and/or said trust, to Cathleen Louise Daniels, of Vancouver, Washington, Grantee, for the sum of Ten and no/100 Dollars (\$10.00), the following described tract of land in Valley County, Idaho, to-wit:

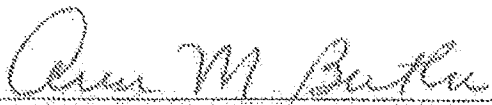
Lot 1A-9, Subdivision CR-1, Valley County, Idaho, according to the Valley County Recorder's Book No. 10 of Miscellaneous Records thereof filed in Valley County on April 11, 1960 (Instrument No. 55336), located in the SE ¼ NW ¼ of Section 30, Township 15 North, Range 3 East, Boise Meridian

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee that it is the owner in fee simple of said premises; that they are free from all encumbrances; and that it will warrant and defend the same from all lawful claims whatsoever; provided, however, that the Grantor warrants only against encumbrances and defects in title existing at the time the Grantor or the Grantor's predecessor(s) in interest took title to the above-described real property which were insured by any policy of title insurance issued to the Grantor or the Grantor's predecessor(s) in interest. Said warranty shall be limited to the extent of coverage available under such policy.

Together with all improvements, Idaho water right no. 65-08579 and all other water rights and all appurtenances thereto.

Subject to all easements, covenants, restrictions, encumbrances, rights-of-way and reservations of record or enforceable in law or equity.

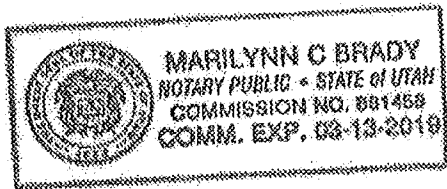
WITNESS the hand of said Grantor this 27 day of OCT, 2015.


ANN MARIE BUTLER, as Trustee of The Betty
L. Butler Revocable Trust under Declaration of
Trust dated December 13, 2010

STATE OF UTAH)
 ; ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 27th day of October, 2015, by Ann Marie Butler, as Trustee of The Betty L. Butler Revocable Trust under Declaration of Trust dated December 13, 2010.

Marilynn C. Brady
NOTARY PUBLIC



IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

Water Right Number - A65-08579 Prefix Translation: ADJUDICATION CLAIM Old (D) Number -
+ - - - - Last Name - - - - + + - First Name - - - - + + - - - - Address - - - - - +

*** C - CURRENT OWNER ***
BUTLER BETTY L
JAMES J
BUTLER
1 - 5155 FILLMORE AVE
2 -
3 -
City- OGDEN State- UT Zip- 84403
Phone - 801-479-3533
1 - 5155 FILLMORE AVE
2 -
3 -
City- OGDEN State- UT Zip- 84403
Phone - 801-479-3533

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
06/01/1906 14 WESTERN D - DECREED +
+ - - Source - - - - + + - - Tributary - - - - + +
UNNAMED STREAM CASCADE RESERVOIR

+ - - - - Point of Diversion - - - - -
Twn Rng Sec Tract Lot Rflg County Diversion Name

15N 03E 30 SE NW (85) VALLEY
+ - - - - Water Use - - - - -
Code Description Period From Period To Diversion Rate Diversion Volume

43 - DOMESTIC 01/01 12/31 0.040 1.20
+ - - Total Div. Rate - - + + - - Total Div. Volume - - + + - - Total Div. Capacity - - + + - - Total Consumptive Use - - + + - - KW Usage - - +
0.040 1.20 0.0

+ - - - - Place of Use - - - - -
Twn Rng Sec Tract Lot Acres Code Description County

15N 03E 30 SE NW (85) VALLEY
+ - - Diversion Means - DRAINAGE TILE INTO HEADBOX AND THENCE BY PIPE TO POINT OF USE.

+ - - Non-Irrigation Use -
+ - - Other Rights for Same Use -
+ - - - - Remarks - - - - -

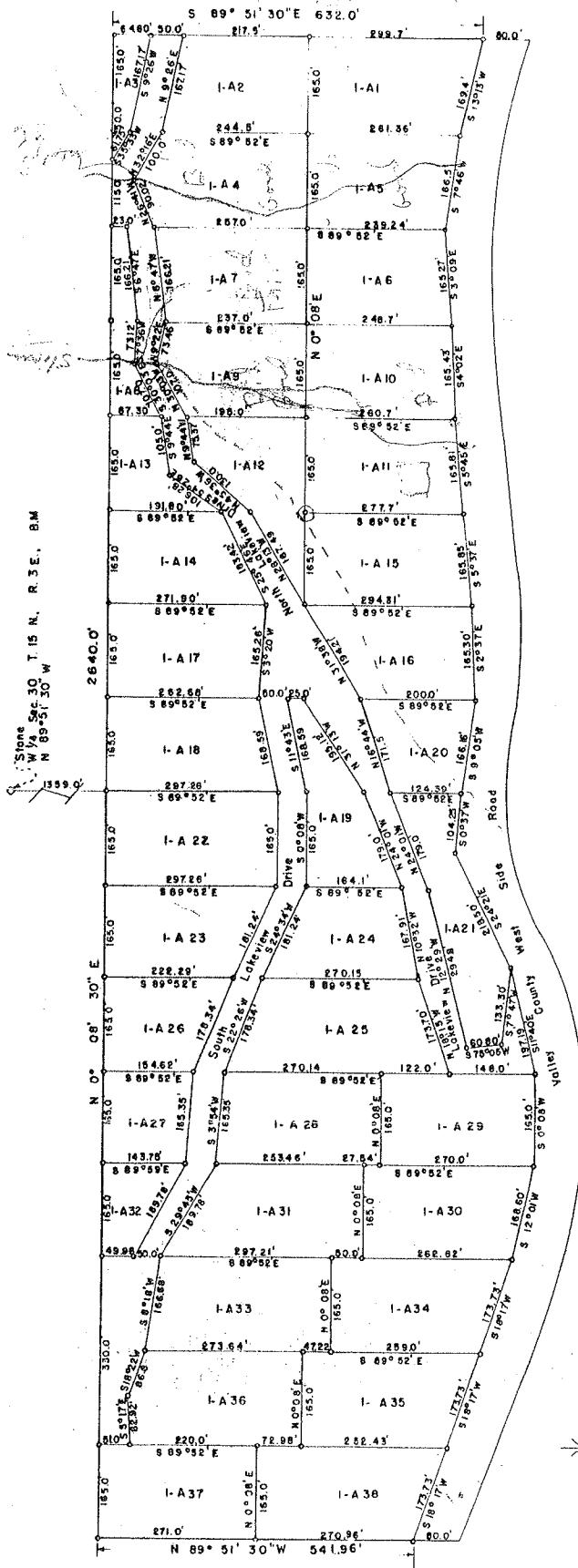
LOT 1-A9, CR-1 SUBDIVISION.
+ - - - - Old Water Right Numbers - - - - -
+ - - - - No Old Water Right Numbers found.

+ - - - - Conditions of Approval - - - - -
+ - - - - No Conditions of Approval found.

DAVE - Important

PLAT OF CR - I SUBDIVISION

a part of SE 1/4 NW 1/4 and NE 1/4 SW 1/4, Section 30, T. 15 N., R. 3 E., B.M.



CERTIFICATE OF OWNERS

KNOW, ALL MEN BY THESE PRESENTS, that the UNITED STATES OF AMERICA (Department of Interior, Bureau of Reclamation, Region 1, Central Snake Projects Office, P.O. Box 944, Boise, Idaho) are owners of SE 1/4 NW 1/4 and NE 1/4 SW 1/4, Section 30, Township 15 North, Range 3 East, Boise Meridian, lying west of the Valley County West Side Road right-of-way, and we do hereby, plat said tract into lots as CR - I SUBDIVISION as shown on this plat and do hereby, dedicate to Valley County the roads as shown on said plat for public use. In case the Valley County should abandon road right-of-way, same will revert to adjoining property owners in accordance with Idaho State laws.

H. T. Nelson
Regional Director

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF IDAHO)
COUNTY OF ADA)

On this 17th day of March, 1960, personally appeared before me H. T. Nelson to me known to be the official of the United States of America that executed the within and foregoing instrument and acknowledged said instrument to be free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

John H. Welch
Notary Public in and for the State of Idaho
residing at Boise

My commission expires JUNE 10, 1963

CERTIFICATE OF ENGINEER

I, Daniel W. Applegate, a registered Professional (Civil) Engineer, do hereby certify that the attached plat of CR-I SUBDIVISION was made from actual surveys made during November and December 1959 and that said plat complies with the provisions of House Bill No. 306, pertaining to subdivisions, as passed by the State Legislature in 1949.



Daniel W. Applegate
Registered Professional (Civil) Engineer No. 834

APPROVAL OF BOARD OF COUNTY COMMISSIONERS

Accepted and approved this 11 day of April, 1960,
by Board of County Commissioners of Valley County, Idaho

(Seal)

By Howard J. Patterson
Chairman

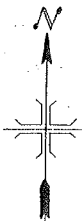
STATE OF IDAHO)
COUNTY OF VALLEY)

I do hereby certify that this instrument was filed for record at the request of the United States of Idaho minutes past 1 o'clock P.M. this 11 day of April, A.D. 1960, in my office and duly recorded in Book 10 of 100 at Page 100.

By B. B. Patterson
Deputy

Fee \$ 5.00

Frank E. Rife
Ex-officio Recorder



0 1/2 REBAR SET
SCALE 1" = 150'

Part Grads Acres
" Cascade (1951)
Camp
Hurd Creek

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION Central Snake Projects Office Plat of CR - I SUBDIVISION	
Drawn <u>B. B. Patterson</u>	Submitted <u>Howard J. Patterson</u>
Traced <u>B. B. Patterson</u>	Recommended <u>B. B. Patterson</u>
Checked <u>B. B. Patterson</u>	Approved <u>D. W. Applegate</u>
Boise, Idaho 3/7/60	

Veibell, Amanda

From: Veibell, Amanda
Sent: Thursday, June 06, 2019 10:08 AM
To: 'Steven P Daniels'
Subject: RE: Change in Water Right Ownership for WR# 37-12789

Thank you Mr. Daniels, the email copies are what I need. I will move forward with the ownership change and reach out if I have any other questions. Once the ownership change has been completed, you will receive a letter via USPS.

Thank you.

Amanda Veibell

From: Steven P Daniels [mailto:stevenpdaniels53@me.com]
Sent: Wednesday, June 05, 2019 10:01 AM
To: Veibell, Amanda <Amanda.Veibell@idwr.idaho.gov>
Cc: av8rwife@icloud.com
Subject: FW: Change in Water Right Ownership for WR# 37-12789

Dear Amanda,

My wife, Cathleen L. Daniels, has requested that I forward you the attached information:

1. Legal description, as recorded, for Blaine County, Hailey, Idaho
2. Photocopy of the plat for Blaine County, Hailey, Idaho.

Please advise if you need this to be send via USPS mail.

Warm Regards,

Steven P Daniels
Vancouver, Washington USA
E-Mail: StevenPDaniels53@me.com
Phone: +1 (360) 904-2599

***Proud American family since 1633. Served our military for:
American Revolution, War of 1812, Civil War (Union), WW1,
WW2, Korean War, and Vietnam***

From: Cathleen Daniels <av8rwife@icloud.com>
Sent: Tuesday, June 04, 2019 4:21 PM
To: Steven Daniels <StevenPDaniels53@me.com>
Subject: Fwd: Change in Water Right Ownership for WR# 37-12789

Sent from my iPhone

Begin forwarded message:

From: "Veibell, Amanda" <Amanda.Veibell@idwr.idaho.gov>
Date: June 4, 2019 at 12:22:54 PM MDT
To: "av8rwife@icloud.com" <av8rwife@icloud.com>
Subject: Change in Water Right Ownership for WR# 37-12789

CATHLEEN LOUISE DANIELS
830 BROADFORD RD
HAILEY ID 83333-7011

RE: Water Right No(s): 37-12789

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

☒ Legal Description of Property

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary <information> <fees>. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at Amanda.veibell@idwr.idaho.gov or (208) 287-4802.

Sincerely,

Amanda Veibell
Office Specialist 2

Idaho Department of Water Resources (IDWR)
322 E. Front Street
P.O. Box 83720
Boise, ID 83720-0098
208-287-4800
www.idwr.idaho.gov

Mail Deed to:
Cathleen Butler Daniels
12707 NW 24th Avenue
Vancouver, WA 98685

Instrument # 630958

HAILEY, BLAINE, IDAHO
11-06-2015 11:22:00 AM No. of Pages: 2
Recorded for: DURHAM JONES & PINEGAR - OGDEN
JOLYNN DRAGE Fee: \$13.00
Ex-Officio Recorder Deputy: mpp
Electronically Recorded by Simplifile

SPECIAL WARRANTY DEED

Ann Marie Butler, as Trustee of The Betty L. Butler Revocable Trust under Declaration of Trust dated December 13, 2010, the Grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under her and/or said trust, to Cathleen Louise Daniels, of Vancouver, Washington, Grantee, for the sum of Ten and no/100 Dollars (\$10.00), the following described tract of land in Blaine County, Idaho, to-wit:

Parcel I: Lot 20 of Block 133 and the SE 32 feet of the Alley in Block 133, adjacent to said Lot 20, as the same appears on the official plat of the City of Hailey, on file and of record in the office of the County Recorder of Blaine County, Idaho, and

A parcel of land located in the NE1/4 of Section 16, Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows, with reference to that certain survey recorded as Instrument No. 364910:

Commencing at the Northeast corner of Section 16; thence South 57°52'46" West, 760.83 feet, more or less to an iron pin marking the Southwest corner of Block 133 of Old Hailey Townsite; thence along the Southerly boundary of said Hailey Townsite South 60°54'21" West, 15.00 feet to the REAL POINT OF BEGINNING; thence along a line 35 feet Easterly of and parallel to the centerline of Broadford Road South 28°59'53" East, 88.00 feet to an iron pin; thence North 60°54'21" East, 188.00 feet to an iron pin; thence North 39°23'23" West, 89.44 feet to an iron pin that lies on the Southerly boundary of said Hailey Townsite; thence South 60°54'21" West, 156.86 feet to the REAL POINT OF BEGINNING. (TL6996)

Parcel II: A parcel of land located in the NE1/4, Section 16, Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said Section 16; thence South 57°52'46" West, 760.83 feet, more or less to an iron pin marking the Southwest corner of Block 133 of the Old Hailey Townsite; thence along the Southerly boundary of said Hailey Townsite North 60°54'21" East, 156.86 feet to the Northeast corner of TL 2274 (now known as TL 6996), also being the REAL POINT OF BEGINNING; thence along the Southerly boundary of said Hailey Townsite North 60°54'21" East, 36.47 feet to the Northwest corner of a parcel of land conveyed to the State of Idaho; thence along the Westerly boundary of said State of Idaho parcel South 29°00'00" East, 35.67 feet to an iron pin marking a

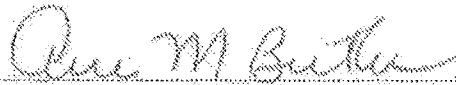
boundary corner of Lot 1 Block 2 of the Hailey Business Park plat; thence along the Northwesterly boundary of said Lot 1 South 60°45'42" West, 30.00 feet to an iron pin marking the most Westerly corner of said Lot 1; thence along the Northeasterly boundary of said TL 2274 (now known as TL 6996) North 39°23'23" West 36.25 feet to the REAL POINT OF BEGINNING. (TL 7339)

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee that it is the owner in fee simple of said premises; that they are free from all encumbrances; and that it will warrant and defend the same from all lawful claims whatsoever; provided, however, that the Grantor warrants only against encumbrances and defects in title existing at the time the Grantor or the Grantor's predecessor(s) in interest took title to the above-described real property which were insured by any policy of title insurance issued to the Grantor or the Grantor's predecessor(s) in interest. Said warranty shall be limited to the extent of coverage available under such policy.

Together with all improvements, Idaho water right no. 37-12789 and all other water rights and all appurtenances thereto.

Subject to all easements, covenants, restrictions, encumbrances, rights-of-way and reservations of record or enforceable in law or equity.

WITNESS the hand of said Grantor this 29 day of OCT, 2015.

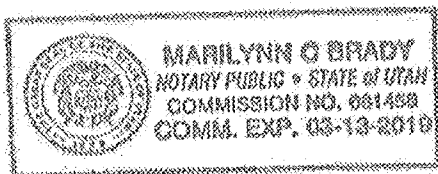


ANN MARIE BUTLER, as Trustee of The Betty L. Butler Revocable Trust under Declaration of Trust dated December 13, 2010

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 29 day of October, 2015, by Ann Marie Butler, as Trustee of The Betty L. Butler Revocable Trust under Declaration of Trust dated December 13, 2010.


NOTARY PUBLIC





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 06, 2019

CATHLEEN LOUISE DANIELS
830 BROADFORD RD
HAILEY ID 83333-7011

Re: Change in Ownership for Water Right No(s): 37-12789, 65-08579

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at Amanda.veibell@idwr.idaho.gov or (208) 287-4802.

Sincerely,

Amanda Veibell
Office Specialist 2

Enclosure(s)