

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 80772

MAR 24 2016

Department of Water Resources
Eastern RegionMINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) Vivian RossiCheck whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part I. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).**
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☒ ☐ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ ☒ #10 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Vivian Rossi Phone (208)684-4180

Mailing address 482 S 1600 W Pingree, ID 83262 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it Attachment #1.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it Attachment #2a.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it Attachment #2b.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it Attachment #3.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Charlene Rossi Phone (208)221-3774

Mailing address 5627 N Lyle Court Litchfield Park, AZ 85340 Email charlene1457@hotmail.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☒ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it Attachment #4.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Charlene Rossi
Signature of Applicant or Authorized Representative

Charlene Rossi - POA Representative
Print Name and Title if applicable Vivian Rossi Date 3/24/2016

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☐ Change point of diversion
☐ Change nature of use

☐ Add diversion point(s)
☐ Change period of use

☒ Change place of use
☐ Other _____
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it Part 1A.2.
This transfer seeks to change the place of use to 14 acres under ground water right 35-2308A. The 14.0 acres in the the NESW of Section 28, 03S, 33E will be moved to land in the SWSE and SESE of Section 29, 03S, 33E.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	35-2308A	1.56/312	Irrigation	04/01 to 10/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 1.56 cfs and/or 312.0 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.28 cubic feet per second and/or 56.4 acre-feet per year.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it Attachment #5.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03S	33E	29															40	38	78
Total Acres (for irrigation use)																			78

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Pump to flood irrigation.

- b. Who owns the property at the point(s) of diversion? Applicant

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien:

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

Ground water will not be used on the property

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

N/A

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- | | | |
|--------------------------|-------------------------------------|---|
| ☐ | ☒ | undergone a period of five or more consecutive years of non-use, |
| ☐ | ☒ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe:

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

3/24/2016

WATER RIGHT NO. 35-2308A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CHARLES A ROSSI
Current Owner	VIVIAN ROSSI
	482 S 1600 W
	PINGREE, ID 83262
	(208)684-4180

Priority Date: 03/13/1953

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	1.56 CFS	312 AFA
Total Diversion			1.56 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SESWSE|Sec. 29|Township 03S|Range 33E|BINGHAM County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BINGHAM County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
03S	33E	28		NESW	14									
		29		SWSE	32		SESE	32						

Total Acres: 78

Conditions of Approval:

1. C18 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.

Dates:

Licensed Date:

Decreed Date: 04/02/2012

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: 120

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

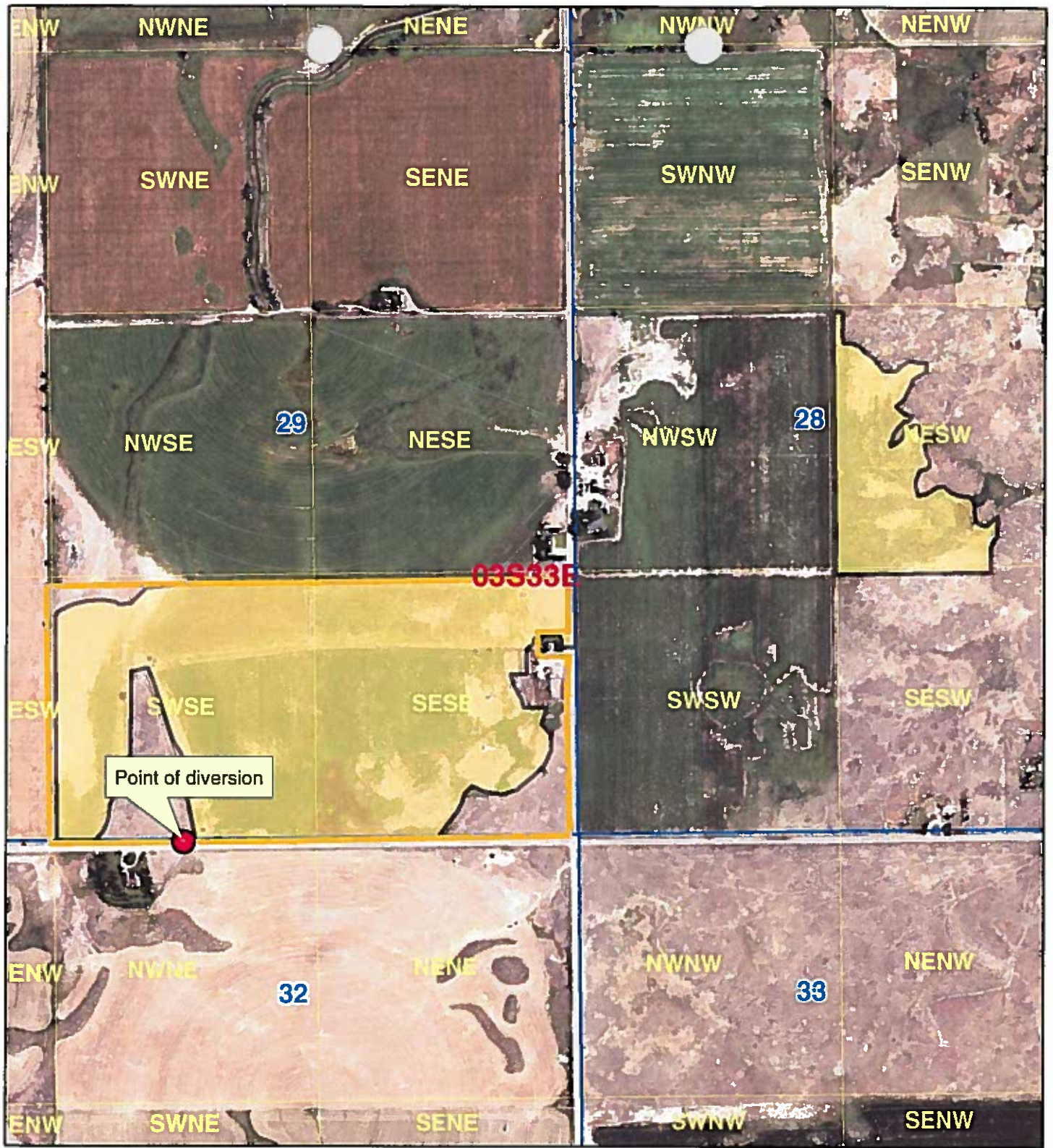
Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

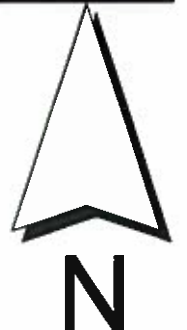
Mitigation Plan: False

Close



- Proposed place of use 35-2308A
- Current_place_of_use_35-2308A
- Township/Range
- Sections
- QQ

0 335 670 1,340 Feet
 1 inch = 699 feet



We have no interest in
Water Right # 35-2308A

owned by Charles & Union Rossi
Donald E. Curtis Nonyu Bee Arthes

dated 3-22-2014

STATE OF IDAHO

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE BUREAU OF VITAL RECORDS AND HEALTH STATISTICS

State of Idaho CERTIFICATE OF DEATH

Only a copy of this document, certified by the state registrar with the department of health and welfare seal, shall be used as legal proof of death or any other vital record.

Local Reg. No.

DECEASED TYPE OR PRINT IN PERMANENT BLACK INK. DO NOT USE PENCIL OR PINK. FOR INSTRUCTIONS SEE HANDBOOKS	1. DECEDENT'S LEGAL NAME (Include AKA's if any) (First, Middle, Last, Suffix) CHARLES ANTHONY ROSSI		2. SEX MALE	3. SOCIAL SECURITY NUMBER [REDACTED]
	4a. AGE-Last Birthday 91 (Years)		5. DATE OF BIRTH (Mo/Day/Yr) [REDACTED]	
	6. UNDER 1 YEAR Months Days Hours Minutes		8. BIRTHPLACE (City and State, Territory, or Foreign Country) SUNNYSIDE, UTAH	
	7a. RESIDENCE - STATE OR FOREIGN COUNTRY IDAHO		7b. COUNTY BINGHAM	
MORTICIAN: Complete Within 5 Days of Death	7c. CITY OR TOWN PINGREE		7d. APT. NO. 83262	
	7e. INSIDE CITY LIMITS? ☐ Yes ☒ No		7f. INSIDE CITY LIMITS? ☐ Yes ☒ No	
	8. MARITAL STATUS AT TIME OF DEATH ☒ Married ☐ Married, but separated ☐ Widowed ☐ Divorced ☐ Never married ☐ Unknown		9. SURVIVING SPOUSE'S NAME (If wife, give maiden name) VIVIAN JANE BARRUS	
	10. EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No		11a. FATHER'S NAME (First, Middle, Last, Suffix) GIUSTINO ROSSI	
PARENTS	11b. BIRTHPLACE (State, Territory, or Foreign Country) ITALY		12a. MOTHER'S MAIDEN NAME (First, Middle, Last, Suffix) MARIA CARMINA RINNA	
	12b. BIRTHPLACE (State, Territory, or Foreign Country) ITALY		13a. INFORMANT'S NAME (Type or print) VIVIAN JANE ROSSI	
	13b. RELATIONSHIP TO DECEDENT WIFE		13c. MAILING ADDRESS (Street and Number, City, State, Zip Code) 482 S 1600 W PINGREE, ID 83262	
	14. METHOD OF DISPOSITION ☐ Burial ☒ Cremation ☐ Donation ☐ Entombment ☐ Removal from Idaho ☐ Other (Specify)		15. PLACE OF DISPOSITION (Name and address of cemetery, crematory, other place) BLACKFOOT CREMATORY 132 S. SHILLING AVE. BLACKFOOT, IDAHO 83221	
DISPOSITION	16. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY HAWKER FUNERAL HOME 132 SOUTH SHILLING AVENUE BLACKFOOT, IDAHO 83221		17a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH ELECTRONICALLY FILED: PERRY L. HAWKER	
	17b. LICENSE NUMBER (Of licensee) M6734		18. WAS CORONER CONTACTED DUE TO CAUSE OF DEATH? ☐ Yes ☒ No	
	19a. IF DEATH OCCURRED IN A HOSPITAL: ☐ Inpatient ☐ Outpatient ☐ Other		19b. IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: ☐ Hospice ☐ Nursing home/Long term care facility ☐ Decedent's home ☐ Other (Specify)	
	20. FACILITY NAME (If not facility, give street and number) TURTLER AND CRANE		21. CITY, TOWN, OR LOCATION OF DEATH, AND ZIP CODE IDAHO FALLS, ID 83401	
PLACE OF DEATH	22. COUNTY OF DEATH BONNEVILLE		23. DATE OF DEATH (Mo/Day/Yr) (Spell month) December 17, 2015	
	24. TIME OF DEATH (24hr) 13:45		25. DATE PRONOUNCED DEAD (Mo/Day/Yr) (Spell month) December 17, 2015	
	26. TIME PRONOUNCED DEAD (24hr) 13:45		27. CAUSE OF DEATH PART I: Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line.	
	28. IMMEDIATE CAUSE (Final disease or condition resulting in death) a. [REDACTED] DUE TO (or as a consequence of): b. DUE TO (or as a consequence of): c. DUE TO (or as a consequence of): d.		Approximate Interval: Onset to Death YEARS	
CAUSE OF DEATH	29. PART II: Enter other significant conditions contributing to death, but not resulting in the underlying cause given in Part I		30a. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No	
	30b. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☒ No		31. MANNER OF DEATH ☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending investigation ☐ Could not be determined	
	32. DID TOBACCO USE CONTRIBUTE TO DEATH? ☒ Yes ☐ Probably ☐ No ☐ Unknown		33. IF FEMALE (Aged 15-54): ☐ Not pregnant within past year ☐ Not pregnant, but pregnant 43 days to 1 year before death ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Unknown if pregnant within the past year	
	34. DATE OF INJURY (Mo/Day/Yr) (Spell month) [REDACTED]		35. TIME OF INJURY (24hr) [REDACTED]	
CERTIFIER: Complete Within 72 Hours of Death	36. PLACE OF INJURY (Decedent's home, farm, street, construction site, nursing home, restaurant, hotel, etc.) [REDACTED]		37. INJURY AT WORK? ☐ Yes ☒ No	
	38. LOCATION OF INJURY: State: _____ City/Town or County: _____ Zip Code: _____		39. DESCRIBE HOW INJURY OCCURRED. IF TRANSPORTATION INJURY, STATE THE TYPE(S) OF VEHICLE(S) INVOLVED (Automobile, pickup, motorcycle, ATV, bicycle, etc.) SPECIFY WHICH VEHICLE DECEDENT OCCUPIED; if applicable TRANSPORTATION INJURY ONLY ☐ Pedestrian ☐ Other (Specify)	
	34a. WAS DECEDENT: ☐ Driver/Operator ☐ Passenger ☐ Boat/bot ☐ Child safety seat ☐ Helmet ☐ Air bag ☐ None ☐ Unknown		34b. WHAT SAFETY DEVICES DID DECEDENT USE/EMPLOY?	
	34c. CERTIFIER (Check only one, based on official capacity for this certificate) ☒ PHYSICIAN ☐ PHYSICIAN ASSISTANT ☐ ADVANCED PRACTICE PROFESSIONAL NURSE ☐ CORONER - To the best of my knowledge, death occurred at the time, date, and place, and due to the <u>stated</u> cause(s)/manner stated. - On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.		35a. LICENSE NUMBER O-60311	
CERTIFICATION	35b. DATE SIGNED 12 / 28 / 2015		35c. DATE SIGNED 12 / 28 / 2015	
	36a. NAME, ADDRESS, AND ZIP CODE OF CERTIFIER (Type or print) BOYD K. SOUTHWICK, 3614 WASHINGTON PARKWAY IDAHO FALLS, ID 83404		36b. SIGNATURE [Signature]	
	40a. REGISTRAR'S SIGNATURE [Signature]		40b. DATE SIGNED 12 / 28 / 2015	
	40c. REGISTRAR'S NAME JAMES B. AYDELOTTE		40d. DATE SIGNED 12 / 28 / 2015	

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

DATE ISSUED: December 29, 2015

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

James B. Aydelotte
JAMES B. AYDELOTTE
STATE REGISTRAR



*for IDWR
change of name
+ move rights*

DURABLE POWER OF ATTORNEY

I, VIVIAN J. ROSSI, appoint CHARLENE ROSSI and JUDY HALL my true and lawful attorneys-in-fact, (hereinafter referred to as 'agent') for me and in my name, to do any and all acts which I could do if personally present. Until I am certified as incapacitated as provided hereunder, this Power of Attorney shall have no force or effect. All authority granted in this Power of Attorney shall be subject to establishment of incapacity as provided hereunder. After this Power of Attorney becomes effective, it shall not be affected by any subsequent incapacity which I may hereafter suffer or the passage of time. For purposes of establishing incapacity, whenever two licensed, practicing medical doctors who are not related to me or to any beneficiary or heir at law by blood or marriage certify in writing that I am unable to manage my financial affairs because of mental or physical infirmity and the certificates are personally served upon me, then the agent named herein shall assume all powers granted in this Power of Attorney. However, even after receipt of the doctors' certificates, I retain the right to revoke this Power of Attorney at any time. Anyone dealing with the agent may rely upon written medical certificates or a photocopy of them presented to them along with the original Power of Attorney document, and shall incur no liability for any dealings with any designated agent in good faith reliance on said certificates and the original Power of Attorney document. This provision is inserted in this document to encourage third parties to deal with my agent without the need for court proceedings.

If a co-agent named above is unable or unwilling to act, the remaining co-agent(s) shall serve with all rights and responsibilities originally given to all co-agents.

My agents shall act without bond.

My agents may perform for me and in my name and on my behalf any act in the management, supervision, and care of my estate and affairs that I personally have authority to perform. My agents may exercise for me and in my name and on my behalf the powers enumerated below, which are intended to illustrate, and not to limit, the scope of this power. This power of attorney shall apply to all property owned by me, whether title is held as sole owner, as a joint tenant, as a tenant in common, as grantor or trustee of a revocable living trust, or otherwise.

- A. SECURITIES: My agents may buy, sell, pledge, exchange, assign, option, or otherwise transfer any securities of any kind; deal with any broker, banker, or other agent; receive all dividends and interest payments now or hereafter due or payable to me from any security or other indebtedness or investment; vote stock and otherwise represent me at all meetings of shareholders or companies or corporations in which I have an interest; sign proxies or other instruments; tender my resignation as director or officer; subscribe to shares of stock, and execute request for payment of United States Savings Bonds, and surrender paid securities and receive the proceeds thereof.
- B. ACCOUNTS: My agents may open, continue, maintain, change, or close any account, including without limitation any checking or savings account, certificate of deposit, share

account, and other like arrangement with any bank, trust company, savings bank, building and loan association, savings and loan association, credit union, or other financial institution; make deposits and withdrawals by check, draft, or otherwise; and endorse checks, notes, and drafts for deposit, collection, or otherwise.

- C. BENEFITS: My agents may apply for and receive any government, insurance and retirement benefits to which I may be entitled. My agents may also exercise any right to elect benefits or payment options or to receive cash value in return for the surrender of any or all rights under any of the following: Life insurance policies or benefits; annuity policies, plans or benefits; mutual fund or other dividend investment plans; and retirement, profit sharing and employee plans and benefits.
- D. DEEDS: My agents may sign, execute, deliver and acknowledge such deeds, deeds of trust, covenants, indentures, agreements, mortgages, pledge agreements, notes, receipts, checks, bills of exchange, evidence of debts, releases and satisfactions of mortgage debts, judgment debts and other debts.
- E. OTHER PROPERTY, INCLUDING REAL ESTATE: My agents may sell, exchange, option, and convey my real and personal property, wherever located; execute and deliver deeds of general warranty, with the customary covenants for such property; manage and control my real and personal property, wherever located; negotiate, execute, and deliver any leases of my property; demand and collect rents; buy every kind of property, real or personal; arrange for appropriate disposition, use, insurance, and safekeeping of all my property; settle, compromise, and adjust insurance claims; borrow money in my name, and to receive such loans by real estate mortgage or by other collateral. My agents may also purchase medical insurance for any dependent of mine.
- F. TRANSFER OF ASSETS: My agents may transfer from time to time some or all of my assets to the trustee or trustees of any revocable trust that I may have established or may establish in the future, regardless of the extent or limitations on my beneficial interests in that trust, to be administered in accordance with the terms thereof.
- G. OPERATION OF BUSINESS: My agents may continue the operation of any business belonging to me or in which I have a substantial interest for such time and in such manner as my agents may deem advisable or to sell or liquidate any business or interest herein, at such time and on such terms as my agents may deem advisable and in my best interests.
- H. COLLECTION AND LITIGATION: My agents may demand and collect all property, real or personal, now or hereafter due, payable, or belonging to me; contest, compromise, settle, or abandon claims in my favor or against me; give receipts, releases, and discharges; commence, pursue, or oppose any action, suit, or legal proceeding relating to any matter in which I am or may hereafter be interested; and compromise, settle, or submit to judgment any such action or proceeding.

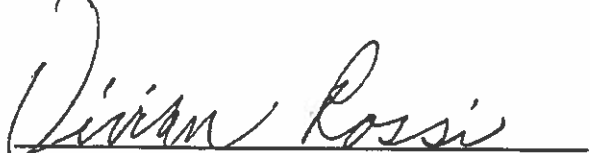
- I. TAXES: My agents may represent me before any office of the Internal Revenue Service or the Treasury Department of the United States and before the tax department of any state, county, or municipality with regard to any and all tax matters with which I am concerned. In particular without limitation, my agents may represent me in connection with any federal income tax return, Form 1040, for all tax years between 1950 and 2050, inclusive; any federal gift tax returns, Form 709, for all tax years between 1950 and 2050, inclusive; any Idaho income tax return, for all tax years between 1950 and 2050, inclusive; and any Idaho gift tax return, for all tax years between 1950 and 2050, inclusive. My agents may perform all acts that I can perform with respect to any and all tax matters without limitation. My agents may prepare, sign, and file any tax return; prepare, sign, and file any power of attorney required by federal or state tax authorities, in particular without limitation Form 2848; receive originals of all notices and other written communications; negotiate and make compromises; file claims; receive, endorse, and collect checks; receive and examine confidential information; and take appeals, file protests, and execute waivers and closing agreements. My agents may consent on my behalf to have any gift made by my spouse considered as made by each of us under section 2513 of the Internal Revenue Code.
- J. SAFE DEPOSIT BOX: My agents shall have access to any safe deposit box of mine (whether the box is held in my name alone, in my revocable trust, or jointly with another or others) wherever located, and may remove the contents and surrender the box on my behalf. Any institution in which a safe deposit box of mine is located is not liable to me or my heirs or estate for permitting my agents to exercise this power.
- K. POST OFFICE: My agents shall be able to request and authorize the post office to forward my mail to whatever address my agents may deem advisable.
- L. SOCIAL SECURITY: My agents may represent and act for me before the Social Security Administration of the United States, and any similar agency of a state or local government; collect all Social Security benefits due me; and make such arrangements in connection with Social Security benefits including without limitation Medicaid and Medicare as will facilitate their application to my care and support.
- M. EMPLOYMENT OF AGENTS: My agents may employ and dismiss agents, attorneys, investment advisors, accountants, housekeepers, and other persons, and terminate any agency that I may have created at any time.
- N. FIDUCIARY POSITIONS: My agents may renounce any fiduciary positions to which I have been or may be appointed, including, but not limited to personal representative, trustee, guardian, conservator, attorney-in-fact and officer or director of a corporation; to resign such positions in which capacity I am presently serving, and to file an accounting with a court of competent jurisdiction, or settle on a receipt or release or other informal method as my agents deem advisable.

- O. NOMINATION OF GUARDIAN: In accordance with Idaho Statutes, as amended from time to time, I nominate my agents to serve as my guardian, conservator, or in any similar capacity to serve without bond or security.
- P. ACCESS TO MEDICAL AND OTHER RECORDS: My agents shall have the authority to obtain all of my medical records or other records, and shall have the authority to sign any authorization required by the Final Privacy Regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA) in order to obtain access to Protected Health Information about me, and any other consent or release that might be required to authorize the release, use or disclosure of confidential health information.
- Q. SEVERABILITY: The invalidity of a provision of this power of attorney shall not affect another provision.
- R. POWER OF APPOINTMENT: My agents may exercise any power of appointment given to me, whether by will or by trust agreement.
- S. COMPENSATION: My agents shall be reimbursed for all reasonable costs and expenses actually incurred and paid under this power of attorney. My agent shall act with reasonable compensation.
- T. RIGHTS UNDER COMMUNITY PROPERTY LAW, INCLUDING RIGHT OF MANAGEMENT AND CONTROL: My agents may exercise any management and control over community property or other property, as well as any other right I retain under the community property law. Further, my agents may enter into or amend existing agreements with my spouse or the personal representative of the estate of my spouse as to classification of property under community property law.

THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY MY SUBSEQUENT
DISABILITY, INCAPACITY, OR INCOMPETENCY.

I hereby declare that any act or thing lawfully done hereunder by my said agents shall be binding upon me, my heirs, legal and personal representatives, and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of April, 2013, at the City of Pocatello, County of Bannock, Idaho.


VIVIAN J. ROSSI

STATE OF IDAHO

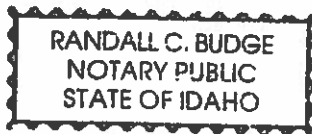
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) SS:

COUNTY OF BANNOCK

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Personally came before me this 24th day of April, 2013, the above named VIVIAN J. ROSSI, to me known to be the person who executed the foregoing instrument and acknowledged the same.





Randall C. Budge, Notary Public
Bannock County, Idaho
My commission expires 10/11/2018

This instrument was drafted by
Randall C. Budge, Attorney-at-Law
201 East Center Street, Pocatello, Idaho 83201