

RECEIVED

JUL 02 2020

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

IDWR / NORTH

## 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?
95-09428	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: Joseph W. Bloomsburg  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Bloomsburg Family Trust  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 2923 W. Rolling Hills Rd Warley ID 83876  
Mailing address City State ZIP
- 208-659-4722 warleyfarmerjeff@yahoo.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: 9/26/1994
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):  
☐ \$25 per undivided water right.  
☐ \$100 per split water right.  
☐ 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: Jeff Bloomsburg Trustee 6/22/2020  
Signature of new owner/claimant Title, if applicable Date
- Signature: \_\_\_\_\_  
Signature of new owner/claimant Title, if applicable Date

## For IDWR Office Use Only:

Received by NS Date 7-2-2020 Receipt No. N036234 Receipt Amt. \$25.00

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 Ja Date 7-22-2020

MAY 04 2020


IDWR / NORTH


**NOTICE OF APPOINTMENT OF SUCCESSOR/CO-TRUSTEE  
BLOOMSBURG FAMILY TRUST**

A. Joseph W. Bloomsburg and Beverly R. Bloomsburg, Co-Trustors, executed a Trust Agreement dated September 26, 1994, establishing the Bloomsburg Family Trust ("Trust Agreement").

B. Pursuant to Article IV Section 13 of the Trust Agreement, the Co-Trustors nominated Jeffrey Bloomsburg to serve as Co-Trustee in the event of the removal of one of the Co-Trustors as Trustee of the Trust.

C. Notice is hereby given that due to the incapacity of Joseph W. Bloomsburg, as determined by Jennifer Fletcher, FNPC, of Generations Assisted Living Facility, Jeffrey Bloomsburg is hereby appointed as Successor/Co-Trustee of the Trust, being the person nominated to act as Successor/Co-Trustee under Article IV Section 13 of the Trust Agreement, as amended December 17, 2008. Jeffrey Bloomsburg is hereby authorized, along with the remaining original Co-Trustor, Beverly R. Bloomsburg, to exercise those powers and authorities conferred upon the original Trustors under the Trust, as amended, subject only to those powers and authorities retained by the original Co-Trustor under the Trust. By his signature hereto, Jeffrey Bloomsburg accepts appointment as Successor/Co-Trustee of the Trust.

  
BEVERLY R. BLOOMSBURG  
Co-Trustee Bloomsburg Family Trust

  
JEFFERY BLOOMSBURG  
Co-Trustee Bloomsburg Family Trust

NOTICE OF APPOINTMENT OF  
SUCCESSOR/CO-TRUSTEE BLOOMSBURG  
FAMILY TRUST

STATE OF IDAHO     )  
                                      : ss.  
County of Kootenai    )

On this 8<sup>th</sup> day of November, 2016, before me, the undersigned, a Notary Public, in and for the said State, personally appeared BEVERLY R. BLOOMSBURG, known to me or proved to me on oath to be the person whose name is subscribed to the above and foregoing NOTICE OF APPOINTMENT OF SUCCESSOR/CO-TRUSTEE BLOOMSBURG FAMILY TRUST, as Co-Trustee of said Trust, and acknowledged to me that she executed the same in her capacity as Co-Trustee of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

Brenda Moreno  
Notary Public, State of Idaho  
Residing at: Worley, ID  
Commission expires: 1-27-18

STATE OF IDAHO     )  
                                      : ss.  
County of Kootenai    )

On this 8<sup>th</sup> day of November, 2016, before me, the undersigned, a Notary Public, in and for the said State, personally appeared JEFFREY BLOOMSBURG, known to me or proved to me on oath to be the person whose name is subscribed to the above and foregoing NOTICE OF APPOINTMENT OF SUCCESSOR/CO-TRUSTEE BLOOMSBURG FAMILY TRUST, as Co-Trustee of said Trust, and acknowledged to me that he executed the same in his capacity as Co-Trustee of said Trust.

Brenda Moreno  
Notary Public, State of Idaho  
Residing at: Worley, ID  
Commission expires: 1-27-18

NOTICE OF APPOINTMENT OF  
SUCCESSOR/CO-TRUSTEE BLOOMSBURG  
FAMILY TRUST

NOTICE OF APPOINTMENT OF SUCCESSOR/CO-TRUSTEE  
BLOOMSBURG FAMILY TRUST

A. Joseph W. Bloomsburg and Beverly R. Bloomsburg, Co-Trustors, executed a Trust Agreement dated September 26, 1994, establishing the Bloomsburg Family Trust ("Trust Agreement").


B. Pursuant to Article IV Section 13 of the Trust Agreement, the Co-Trustors nominated Jeffery Bloomsburg to serve as Co-Trustee in the event of the removal of one of the Co-Trustors as Trustee of the Trust.

C. Jeffery Bloomsburg was hereby appointed as Successor/Co-Trustee of the Trust, on November 8, 2016, due to the incapacity of an original Co-Trustor, Joseph W. Bloomsburg.

D. Co-Trustor, Beverly R. Bloomsburg died March 19, 2017, leaving Jeffery Bloomsburg as the only Trustee of the Trust.

E. Pursuant to Article IV Section 13 of the Trust, a second Successor/Co-Trustee may be appointed based upon a majority vote of the beneficiaries.

NOTICE IS HEREBY GIVEN that due to the death of Beverly R. Bloomsburg, and based upon a majority vote of the beneficiaries of the Trust, Walter Bloomsburg is hereby appointed as Successor/Co-Trustee of the Trust. Walter Bloomsburg is hereby authorized, along with the Successor/Co-Trustee, Jeffery Bloomsburg, to exercise those powers and authority conferred upon the original Trustors under the Trust, as amended. By his signature hereto, Walter Bloomsburg accepts appointment as Successor/Co-Trustee of the Trust.

  
Jeffery Bloomsburg  
Successor/Co-Trustee Bloomsburg Family Trust

  
Walter Bloomsburg  
Successor/Co-Trustee Bloomsburg Family Trust

NOTICE OF APPOINTMENT OF  
SUCCESSOR/CO-TRUSTEE  
BLOOMSBURG FAMILY TRUST



STATE OF IDAHO    )  
                              )ss  
County of            )

On this 13<sup>th</sup> day of October, 2017, before me, the undersigned, Notary Public, in and for the said State, personally appeared Jeffery Bloomsburg, known to me or proved to me on oath to be the person whose name is subscribed to the above and forgoing Notice of Appointment of Successor/Co-Trustee of the Bloomsburg Family Trust, as Co-Trustee of said Trust, and acknowledged to me that he executed the same in his capacity as Successor/Co-Trustee of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.



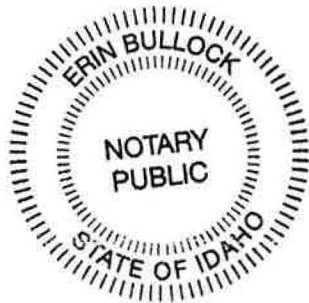
Tammie J. Woster  
Notary Public, State of Idaho  
Residing in St. Maries  
Commission expires: 5/8/18


NOTICE OF APPOINTMENT OF  
SUCCESSOR/CO-TRUSTEE  
BLOOMSBURG FAMILY TRUST

STATE OF IDAHO )  
 )ss  
County of NEZ PERCE )

On this 27<sup>th</sup> day of June, 2017, before me, the undersigned, Notary Public, in and for the said State, personally appeared Walter Bloomsburg, known to me or proved to me on oath to be the person whose name is subscribed to the above and forgoing Notice of Appointment of Successor/Co-Trustee of the Bloomsburg Family Trust, as Co-Trustee of said Trust, and acknowledged to me that he executed the same in his capacity as Successor/Co-Trustee of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.



  
\_\_\_\_\_  
Notary Public, State of IDAHO  
Residing in LEWISTON  
Commission expires: 10/19/21

1378124

RECEIVED  
JAN 12 2018  
IDWR / NORTHQUIT CLAIM DEED

JOSEPH W. BLOOMSBURG and BEVERLY R. BLOOMSBURG, husband and wife, hereinafter called the Grantors, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration in hand paid, and for the purpose of conveying title to the subject property, do hereby remise, release and forever quit claim all right, title and interest of Grantors unto THE BLOOMSBURG FAMILY TRUST, of 26305 S. Bloomsburg Road, Worley, Idaho 83876, in and to the following described real property situated in the County of Kootenai, State of Idaho:

The Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4), and Lot Two (2), except the platted portion thereof and except tax numbers, all in Section Twelve (12), Township Forty-seven (47) North, Range Four (4) West, Kootenai County, Idaho.

STATE OF IDAHO }  
COUNTY OF KOOTENAI } ss

*Park 7 Rogena*

Nov 16 10 20 AM '94

The Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) and the South 410.35 feet of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section Eleven (11), Township Forty-seven (47) North, Range Four (4) West, Kootenai County, Idaho. ✓

10:20 AM  
*St. Marie*  
FEE \$ *6.00* DEPUTY  
720 College Ave  
St. Marie, ID  
83861

The South Half of the Southwest Quarter (S1/2 SW1/4), the Northwest Quarter of the Southwest Quarter of the Southeast Quarter (NW1/4 SW1/4 SE1/4), and the Northwest Quarter of the Northwest Quarter of the Southeast Quarter (NW1/4 NW1/4 SE1/4), except Tax No. 15666, all in Section Twenty-six (26), Township Forty-seven (47) North, Range Four (4) West, Kootenai County, Idaho.

The Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section Eleven (11), Township Forty-seven (47) North, Range Four (4) West, Kootenai County, Idaho; ✓

1378124

The Southwest Quarter of the Southeast  
Quarter (SW1/4 SE1/4) of Section Eleven (11),  
Township Forty-seven (47) North, Range  
Four (4) West, Kootenai County, Idaho. ✓

with all appurtenances.

IN WITNESS WHEREOF, the Grantors have executed  
this deed this 26<sup>th</sup> day of September, 1994.

Joseph W. Bloomsburg  
JOSEPH W. BLOOMSBURG

Beverly R. Bloomsburg  
BEVERLY R. BLOOMSBURG

STATE OF IDAHO                    )  
                                      : ss  
County of Benewah                )

THIS IS TO CERTIFY that before me, the undersigned  
Notary Public in and for the State and County aforesaid,  
personally appeared JOSEPH W. BLOOMSBURG and BEVERLY R.  
BLOOMSBURG, husband and wife, to me known to be the persons  
whose names are subscribed to the foregoing instrument,  
and acknowledged to me that they executed the same.

DATED this 26<sup>th</sup> day of September, 1994.



John L. Galt  
Notary Public in and for Idaho  
Res. & P.O. Address: St. Maries  
Commission expires: 7-7-97

THE BLOOMSBURG FAMILY TRUST

This Trust Agreement made and executed this \_\_\_\_\_ day of September, 1994, by and between JOSEPH W. BLOOMSBURG and BEVERLY R. BLOOMSBURG, husband and wife, of Worley, Idaho, hereinafter collectively referred to as "Grantors," and each singly as Grantor; JOSEPH W. BLOOMSBURG and BEVERLY R. BLOOMSBURG, husband and wife, as "Trustees," and JEFFERY BLOOMSBURG as First Successor Trustee and RUTH DALENIUS as Second Successor Trustee, acting in such capacity as hereinafter provided, all hereinafter referred to collectively as "Trustee" when so serving.

WITNESSETH:

WHEREAS, the Grantors desire to create a trust effective this date and the Trustees agree to act as Trustee thereof;

NOW, THEREFORE, the Grantors and Trustee agree as follows:

ARTICLE I

1. TRUST NAME: This trust shall be known as the BLOOMSBURG FAMILY TRUST, dated the 26<sup>th</sup> day of September, 1994.

2. TRUST PROPERTY: The Grantors hereby transfer the sum of One dollar (\$1.00) to the Trust, together with all of the real and personal property described in the attached Schedule A, receipt of which is hereby acknowledged, to be held in trust and distributed as herein set forth.

3. ADDITIONAL PROPERTY: The Grantors, or either of them, or any other person, with the consent of the Trustee, may name the Trust as beneficiary of life insurance policies, deposit property with the Trust, or devise property to the Trust.



## ARTICLE II

1. WITHDRAWALS BY GRANTORS: While both Grantors are living and competent, the Trustee shall distribute to or for the benefit of the Grantors such sums from income and principal as the Grantors may at any time request.

2. DISTRIBUTION BY TRUSTEE: The Trustee may distribute to or for the benefit of the Grantors, or either of them, such sums from income and principal as the Trustee deems reasonable for the maintenance, support and health of either or both Grantors.

3. CHARACTER OF PROPERTY: All community property transferred to this trust by the Grantors shall retain its character as community property during the joint lifetime of the Grantors and any withdrawal from the Trust by the Grantors of such property shall be their community property. All separate property of either Grantor transferred to this Trust shall likewise retain its character as separate property.

4. LIFE INSURANCE: The following rights and obligations apply to any life insurance policy which designates the Trust as beneficiary or which is owned by the Trust.

(A) Premium Payment: The owners of any life insurance policies shall pay all premiums and other charges to keep in force life insurance policies which such owners desire to maintain on the life of either or both Grantors. The Trust shall be under no obligation to pay premiums or other charges on any policy which it does not own but may make such payments if sufficient cash is available, and if the Trustee shall elect to do so.

(B) Collection of Benefits: Upon the death of the insured, the Trust shall collect any benefits. The Trust is authorized to take any action to collect the benefits which it deems reasonable and proper. The Trust may compromise or settle any claim and may execute any property release or acquittance.

(C) Policy Rights: The owner of any policy shall retain and have the right to change the beneficiary and to exercise any option, right or privilege relating to each policy, including the right to borrow in accordance with the provisions of the policy and to pledge the policy as collateral. Nothing herein shall bestow upon either Grantor who does not own any policy, any right, privilege or incident of ownership.

5. DISABILITY OF GRANTOR: Should the Trustee at any time consider both the Grantors to be unable for any reason to direct the Trustee with respect to disposition of income or principal from the Trust, the Trustee is authorized in its sole and absolute discretion to expend for the Grantors, or either of them, such sums from the principal or income, as the Trustee shall deem necessary or advisable for Grantors' support, maintenance and health.

6. DISABILITY OF TRUSTEES: In the event the Grantors shall at any time determine that one of the Trustees is unable to continue in that capacity, due to disability, such disabled Trustee shall be replaced by the First Successor Trustee, or by the Second Successor Trustee in the event the First Successor Trustee is then serving in that capacity or declines to serve. If, for any reason, the Grantors do not agree that one of them is unable to serve, then the Grantor resisting such determination shall be replaced, for purposes of such determination only, by the Successor Trustee then eligible to serve as Trustee. If the two determining trustees then agree, the determination of disability shall become final. If they do not agree, the determination shall be submitted to a panel of three qualified physicians or psychiatrists chosen by the determining Trustees, or to a court of appropriate jurisdiction.

### ARTICLE III

1. CREATION OF TWO TRUSTS: Upon the death of the Grantor who dies first, sometimes hereinafter referred to as the deceased Grantor, the Trustee shall divide into two trusts all property held in this Trust, including any proceeds received from life insurance policies subject to this Agreement and including all accrued or accumulated income, as well as any property added hereto under the deceased Grantor's Will. The two trusts are named and shall be referred to, respectively, as TRUST 'A' and TRUST 'B' OF THE BLOOMSBURG FAMILY TRUST, which are sometimes referred to as Trust 'A' and Trust 'B' for brevity. Each trust shall be separately held, administered and distributed as hereinafter provided.

With respect to the two trusts so established, it is the intention of the parties that the Trustee place in Trust 'A' the assets held for the use, benefit and control of the Grantor who survives the death of the Grantor who dies first, sometimes hereinafter referred to as the Surviving Grantor, and place in Trust 'B' the property and assets held for the benefit of the beneficiaries of the Deceased Grantor.

2. PAYMENT OF EXPENSES AND TAXES: Upon the Deceased Grantor's death, the Trustee may pay (a) the expenses of the Grantor's last illness, funeral and burial; (b) all inheritance, estate and other death taxes that become payable by reason of the Grantor's death, including interest and penalties on all such taxes; and (c) the expenses of administering the Deceased Grantor's estate. The Trustee shall first apply to the payment of federal estate taxes any United States Treasury Bonds held in the Trust Estate of the kind commonly referred to as discount bonds, redeemable at par in payment of such taxes. All such expenses and taxes shall be charged against or deducted from any portion of the Trust Estate that is allocated to Trust 'B' pursuant to the provisions of paragraph 4 of Article III.

3. TRUST 'A' ASSETS: Trust 'A' shall consist of the following:

(a) All proceeds and benefits received from and in accordance with the provisions of life insurance policy(ies), which are owned by the surviving Grantor and insured the life of the Deceased Grantor.

(b) All property which was the separate property of the Surviving Grantor immediately prior to the death of the Deceased Grantor.

(c) The Surviving Grantor's community property interest in (i) any community property held in this Trust upon the death of the Deceased Grantor; (ii) any insurance, retirement plan or other proceeds received in accordance with the provisions of any policy or retirement plan owned

as the community property of the Grantors; and (iii) any other property, received by the Trustee after the death of the Deceased Grantor, owned as the community property of the Grantors.

(d) Property received by the Trustee under the Will of the Deceased Grantor which is specifically designated as property of Trust 'A'.

(e) Additional property in an amount equal to the maximum marital deduction allowable to the Deceased Grantor's estate for federal estate tax purposes, reduced by the sum of (1) the aggregate amount allowed as a marital deduction for interests passing or that have passed to the Surviving Grantor otherwise than by the terms of Paragraph 3, Article III; and (2) the amount, if any, necessary to increase the Deceased Grantor's taxable estate to the largest amount that, after allowing for the unified federal estate tax credit and all other credits and deductions, excluding the marital deduction, available to the Deceased Grantor's estate and considering any adjusted taxable gifts and charges to principal that are not allowed as federal estate tax deductions, will result in no federal estate tax and no state tax equal to the state tax credit allowed by the federal estate tax law being imposed on the Deceased Grantor's estate.

(f) All additional property which the Surviving Grantor may, subsequent to the death of the Deceased Grantor and with the consent of the Trustee, add to this Trust.

4. TRUST 'B' ASSETS: Trust 'B' shall consist of the following:

(a) All life insurance policy(ies) insuring the life of the Surviving Grantor which were owned by the Deceased Grantor as separate property, the Deceased Grantor's community property or other interest in any policies insuring the life of the Surviving Grantor and any proceeds received in accordance with the provisions of such policy(ies).

(b) All property received by the Trustee under the Will of the Deceased Grantor which is specifically designated as property of Trust 'B'.

(c) Notwithstanding the provisions of Article III, Paragraph (e), any property renounced by the Surviving Grantor.

(d) All other property held hereunder which is not allocated to Trust 'A'.

5. DISTRIBUTION REQUIREMENTS: The property allocated to Trust 'A' shall be comprised only of assets that qualify for the federal estate tax marital deduction allowable for property passing from the Deceased Grantor. The Trustee shall allocate and distribute to Trust 'A' property included in the Deceased Grantor's gross estate (or the proceeds of its disposition), including cash, which has an aggregate fair market value fairly representative of Trust 'A's proportionate share of the appreciation or depreciation in value, to the date or dates of distribution of all property then available for distribution. All property distributed to Trusts 'A' and 'B' shall be valued at the respective values of such property as finally determined for federal estate tax purposes.

6. ADMINISTRATION OF TRUST 'A': Trust 'A' shall be held, applied and distributed in the following manner:

(a) Distribution: The Trustee shall pay to or for the benefit of the Surviving Grantor such sums from the income and principal as the Surviving Grantor may at any time request.

(b) Grantor Disability: Should the Trustee at any time consider the Grantor to be unable for any reason to direct the Trustee with respect to the disposition of such sums from the Trust Estate, the Trustee is authorized in its sole and absolute discretion to expend for the Grantor such sums from principal and/or income, as the Trustee shall deem necessary or advisable for the Grantor's support, maintenance and health.

(c) Power of Appointment: Upon the death of the Surviving Grantor, the remainder of Trust 'A' shall be distributed to such persons or other distributees,



including the Grantor's estate, as the Surviving Grantor may appoint by (1) the Surviving Grantor's Will; (2) a written instrument disposing of tangible personal property duly executed by the Surviving Grantor; or (3) other written instrument, which is executed and acknowledged in the manner required for a deed to transfer real property in the State of Idaho and filed with the Trustee and remaining unrevoked at the time of the Surviving Grantor's death.

(d) Distribution After Death: After the death of both Grantors, the remainder of the Trust Estate, after any payments permitted or required to be made by the Trustee and after the distribution of any property pursuant to the foregoing power of appointment, together with any additional property thereafter received, shall be distributed in accordance with the provisions of Article IV.

(e) Qualification For Estate Tax Deduction: All provisions of this instrument shall be so construed and applied that the property passing from the Deceased Grantor to Trust 'A' shall qualify for the federal estate tax marital deduction. The Trustee shall not exercise any power under this instrument in a manner inconsistent with the qualification of the property passing from the Deceased Grantor to Trust 'A' for such deduction.

(f) Payment of Taxes and Expenses: Prior to the distribution of the remainder of Trust 'A' after the death of the Surviving Grantor, the Trustee may pay all or such part of the debts, expenses of the last illness, funeral and burial expenses, costs of administration of the estate of such Grantor, and estate and inheritance taxes chargeable to the estate of such Grantor as the Trustee deems reasonable.

7. ADMINISTRATION OF TRUST 'B': Trust 'B' shall be held, applied and distributed in the following manner:

(a) Income Payments: The Trustee shall distribute to the Surviving Grantor all of the income from Trust 'B' in monthly or other convenient installments, but at least annually.

(b) Discretionary Principal Distributions: The Trustee may pay to or apply for the benefit of the Surviving Grantor such sums from the principal as the Trustee deems necessary and proper for the maintenance, education, support and health of the Surviving Grantor. In making distributions from the principal to the Surviving Grantor, the Trustee shall take into consideration all other sources of income or property available to the Surviving Grantor, including Trust 'A'.

(c) Distribution of Assets: Upon the death of the Surviving Grantor, the balance then remaining of principal and income, less any payments permitted upon the death of the Surviving Grantor, together with any additional property or assets received or to be received, the Trustee shall then hold, administer, and distribute as provided in the following Article IV.

8. DISTRIBUTION DURING ADMINISTRATION: During the period after the Deceased Grantor's death and before the establishment of any sub-trust under this Agreement, the Trustee may, subject to the preceding provisions of this Article III, distribute all, none or any part of the portion of the net income of the trust estate that would have been earned by such sub-trust had it then been in existence, as determined by the Trustee, to and among those persons who would have been entitled to receive income from such sub-trust had it been in existence, and any powers herein granted to the Trustee to allocate income and to invade principal shall be exercisable by the Trustee. Any undistributed income of the trust estate that is attributable to the property belonging to Trust 'A' shall be paid as income to the Trustee of such trust along with the principal of such trust, and the Trustee of such trust shall promptly pay such income to the Surviving Grantor. Any undistributed income of the trust estate that is attributable to property belonging to any other sub-trust established hereunder, shall be distributed to the Trustee of such sub-trust as part of the principal of such sub-trust.

#### ARTICLE IV

1. ADMINISTRATION OF BENEFICIARIES: Upon the death of the Surviving Grantor, the Trustee shall hold, manage and control the property comprising the trust estate

for the benefit of the Grantors' children, namely Vicki Schildmeyer, Walter Bloomsburg, Dorothy Stuvland, Ruth Dalenius, Peter Bloomsburg, Jeffery Bloomsburg, Anne Bloomsburg, Gwen Bloomsburg, collectively referred to as Beneficiaries, and each singly as Beneficiary.

2. Prior to any distribution to beneficiaries, and after payment of all debts, taxes and expenses of the Surviving Grantor's estate, the Trustee shall make any distributions to charities or other persons or institutions such bequest as the Surviving Grantor shall have designated in writing or otherwise, to be paid from such assets of said estate as the Trustee shall determine.

3. ADMINISTRATION OF TRUST. The income from the total Real property is to be used to manage the property(s) and for the benefit of the beneficiaries. **The sale, acquisition, distribution, of money or property requires a simple majority vote of the beneficiaries.** The Trustee will keep budgetary records and shall make them available to the beneficiaries.

3a. DISTRIBUTION OF ASSETS THAT ARE NON-REAL PROPERTY. As soon as is practicable after the death of the Surviving Grantor, the Trustee shall distribute the non real property to the Beneficiaries in equal shares.

4. DEATH OF BENEFICIARY(IES) WITH DESCENDANTS:  
If any Beneficiary should die during the existence of the Trust leaving descendants (including descendants by adoption) surviving said Deceased Beneficiary, then the Trust shall be continued for the benefit of such descendants of said

signed Joseph W. Bloomsburg - page 9 - dated 12/4/07

signed Gwendolyn D. Bloomsburg - page 9 - dated 12/4/07

Deceased Beneficiary by right of representation, upon the same terms and conditions herein set forth in the paragraph entitled "Trust Continuation."

6. CONTINGENT BENEFICIARIES: In the event the Surviving Grantor is not survived by any Beneficiaries as delineated in the foregoing paragraphs, the Trustee shall distribute the Trust Estate to such person or persons as the Grantors, or either of them, shall have designated in writing and delivered to the Trustee in accordance with Article V hereof, or their respective issue, by right of representation. In the event any person so designated shall predecease the Surviving Grantor leaving no issue, such deceased person's share of the Trust Estate shall be distributed to any other designated person or persons, as the case may be.

7. TRUST CONTINUATION: If any trust property is distributable to or continued in trust for the benefit of the descendants of a Deceased Beneficiary(ies), hereinafter referred to individually as Descendant, who has not attained the age of twenty-five (25) years, the Trustee may, in such Trustee's discretion:

(a) Defer, in whole or in part, payment or distribution of any or all property to which such Descendant may be entitled but not the income therefrom, holding the whole or the undistributed portion thereof as a separate share for such Descendant.

(b) Pay, distribute or apply the whole or any part of any net income or principal at any time held for any such Descendant to or for the support, maintenance, health and education of such Descendant by making payment or distribution thereof to the guardian, conservator, custodian, or other legal representative, wherever appointed, of such Descendant personally, or for the benefit of such Descendant when such Descendant reaches the age of twenty-five (25) years of age or, in case such Descendant shall die prior to the distribution of all property, to the estate of such Descendant. The receipt of the person or persons to whom any such payment or distribution is so made shall be a sufficient discharge.

8. PERPETUITIES AND ALIENATION: As to real property which has not been sooner distributed, each trust's interest in such real property shall terminate twenty-one

years after the death of the last survivor of such Beneficiary(ies) thereunder as shall be living at the time of the death of the last Grantor to die, and thereupon such real property shall be distributed, discharged of trust, to the person(s) then entitled to the income of such real property in the same proportions to which he/she/they are entitled to the income.

9. SPENDTHRIFT PROTECTION: Neither the principal nor the income of any trust herein created shall be liable for the debts of any Beneficiary(ies) or Descendants of said Beneficiary(ies), nor shall the same be subject to seizure by any creditor under writ or proceedings at law or in equity, nor bankruptcy proceedings, nor other legal process. No Beneficiary(ies) or Descendants of said Beneficiary(ies) shall have the power to sell, assign, transfer, encumber or in any other manner to anticipate the disposition of his/her/their interest in the Trust Estate or the income produced thereby. As used in this paragraph, the word Beneficiary(ies) shall refer to any individual having a beneficial interest in the Trust and not merely to an individual that the Trust may specifically identify as a Beneficiary.

10. INCOME AND PRINCIPAL ALLOCATION: Unless otherwise specifically provided, the Trustee shall determine whether all or any part of the payment or property received or charged, expense or taxes incurred, shall be credited to or charged against income or principal, or both, in the manner provided by the Principal and Income Act in effect at such times of the State of Idaho. The determination of the Trustee as to what constitutes principal and income shall, unless otherwise provided herein, be conclusive and binding on all persons in any manner interested in the trusts created by this Trust Agreement.

11. TRUSTEE'S POWER: To carry out the purposes of the trust(s) created under this Trust Agreement, and subject to any limitations stated elsewhere herein, the Trustee shall have all of the powers and authority which are set forth in the Idaho Trustee's Powers Act, as now in effect and as it may hereafter be amended.



In addition to the powers conferred by the Idaho Trustee's Powers Act, the Trustee shall have the power to effect distribution of property and money in divided or undivided interest and to adjust resulting differences in valuation. A distribution in kind may be made prorata among the beneficiary (ies) or other distributees, in the Trustee's discretion.

12. **COMPENSATION AND ACCOUNTING:** The Trustee and any persons employed by the Trustee for the performance of services to the trust shall be entitled to reasonable compensation in accordance with the provisions of Idaho Law. The Trustee shall reasonably account as to the Trust and its administration as provided by such law.

13. **SUCCESSOR TRUSTEE:** Upon the death of the first Grantor to die, or upon the resignation or disability of one of the Grantors, **Jeffery Bloomsburg** is appointed to act in that deceased/removed person's office of Co-Trustee. Upon the death/removal of the second Grantor/and or Jeffery Bloomsburg, or upon the resignation or disability of one of the Co-Trustee's, **Peter Bloomsburg** is appointed to act as that deceased/removed person's office of Co-Trustee. Any Trustee or Co-Trustee may resign at any time by giving written notice of such resignation to the Grantors, or the surviving Grantor, or if both Grantors are deceased, the to any Co-Trustee and the income Beneficiaries. Any successor Trustee who is properly appointed, shall become a Successor Trustee upon written acceptance of the appointment. In the event any vacancy as to the trustee is not filled by the afore-described procedures, then a Successor Trustee may be elected by a simple majority vote of the beneficiaries. As used in this trust, the term Trustee shall be deemed to refer to both or all Co-Trustees unless the context indicates the contrary.

14. **REMOVAL OF CORPORATE OR SUCCESSOR TRUSTEE:** If a corporate Trustee or a successor trustee is then serving, a simple majority of the legally competent Beneficiaries to whom the income of any trust created herein is distributable by the Trustee, whether obligatory or at the discretion of the Trustee, by written notice **may remove** the Corporate Trustee or a successor trustee of the trust and appoint as Successor Trustee any individual or financial institution (that is any financial institution authorized to perform trust services). This notice shall be delivered to any trust officer of the Trustee

signed Jeffery H. Bloomsburg

Peter H. Bloomsburg

- page 12 - dated

DEC. 17, 2008

or mailed by either certified or registered mail. The Trustee being removed shall have not more than one hundred twenty (120) days from the receipt of such notice or the date of mailing, whichever occurs first, to render a complete accounting of the trust estate and to deliver the assets thereof with appropriate instruments of transfer to the Successor Corporate Trustee.

15. EDUCATION DEFINED: Whenever provisions are made in this Trust Agreement for payment for the education of a Beneficiary, the term education shall be construed to include college and post-graduate study and study in any accredited vocational or trade school, so long as pursued to advantage by the Beneficiary, at any institution of the Beneficiary's choice; and in determining payments to be made for such college or post-graduate education or study at an accredited vocational or trade school, the Trustee shall take into consideration the Beneficiary's related living expenses to the extent that they are reasonable. All decisions as to whether studies are being pursued to advantage shall be determined by the Trustee in the exercise of reasonable discretion.

16. TANGIBLE PERSONAL PROPERTY: If the Trustee receives any items of tangible personal property other than cash or property used or held in any trade, profession or business, or for investment, or for the production of income, the Trustee may do any one or more of the following without regard to strict equality among the Beneficiaries: (a) distribute any such property among any Beneficiaries of this Trust; (b) hold it for the later use of any Beneficiary; (c) use it in maintaining a home for any Beneficiary; (d) convert it into cash and add it to the principal of the Trust Estate.

17. CHARACTER OF DISTRIBUTIONS: Unless otherwise specifically stated, all distributions, whether of trust, income or principal, shall be the separate property of each individual distributee. All income, rents, issues, profits, gains and appreciation of property distributed to each individual distributee as separate property shall also be the separate property of each such distributee.

## ARTICLE V

1. AMENDMENT AND REVOCATION: The Grantors may at any time during their joint lives amend any of the provisions of this Trust Agreement by an instrument signed by both Grantors and delivered to the Trustee. Neither Grantor shall have any power to participate in any amendment of the Trust Agreement that would in any manner affect a policy of insurance on such Grantor's life that is the separate property of the other Grantor.

During the joint lives of the Grantors, the Trust created by this Agreement may be revoked in whole or in part, with respect to community property, by an instrument signed by either Grantor and delivered to the Trustee and the other Grantor and, with respect to separate property, by an instrument signed by the Grantor who contributed the separate property and delivered to the Trustee. Upon revocation, the Trustee shall distribute all or the designated portions of the community property to the Grantors and the separate property to the Grantor who contributed such property.

Upon the death of the Grantor who dies first, Trust 'B' shall become irrevocable and the Surviving Grantor shall thereafter have no power to amend Trust 'B'. The Surviving Grantor may amend or revoke Trust 'A', in whole or in part, by an instrument signed by the Surviving Grantor and delivered to the Trustee and upon such revocation the Trustee shall distribute all or the designated portion of Trust 'A' to the Surviving Grantor.

The duties, responsibilities and rate of compensation of the Trustee shall not be altered or modified without such Trustee's written consent.

2. SITUS: This Trust is established and accepted by the Trustee under the laws of the State of Idaho, and all questions concerning its validity, construction, and administration shall be determined under such laws.

3. HEADINGS: The underlined paragraph headings are for convenience only and are not a part of this Trust Agreement and shall not be used in interpreting or construing this Trust Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement the day and year first above written.

Joseph W. Bloomsburg  
JOSEPH W. BLOOMSBURG, TRUSTEE

Beverly R. Bloomsburg  
BEVERLY R. BLOOMSBURG, TRUSTEE

STATE OF IDAHO           )  
                                  : ss  
County of Benewah       )

On this 26<sup>th</sup> day of September, 1994, before me the undersigned Notary Public personally appeared JOSEPH W. BLOOMSBURG and BEVERLY R. BLOOMSBURG, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same freely and acting under no compulsion, for the uses and purposes stated therein.

SEAL

John F. Gault  
Notary Public in and for Idaho  
Res. & P. O. Address: St. Maries  
Commission expires: 7-7-97

THE BLOOMSBURG FAMILY TRUST

SCHEDULE A

"Lakeshore Property"

The Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4), and Lot Two (2), except the platted portion thereof and except tax numbers, all in Section Twelve (12), Township Forty-seven (47) North, Range Four (4) West, Kootenai County, Idaho.

The Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) and the South 410.35 feet of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section Eleven (11), Township Forty-seven (47) North, Range Four (4) West, Kootenai County, Idaho.

Together with all buildings, appurtenances and improvements of any nature situated upon the above described real property.

"Farm Property"

The South Half of the Southwest Quarter (S1/2 SW1/4), the Northwest Quarter of the Southwest Quarter of the Southeast Quarter (NW1/4 SW1/4 SE1/4), and the Northwest Quarter of the Northwest Quarter of the Southeast Quarter (NW1/4 NW1/4 SE1/4), except Tax No. 15666, all in Section Twenty-six (26), Township Forty-seven (47) North, Range Four (4) West, Kootenai County, Idaho.

Together with:

The Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section Eleven (11), Township Forty-seven (47) North, Range Four (4) West, Kootenai County, Idaho;

And including the farm machinery and equipment situated upon or used in connection with farm operations upon said Farm Property, as above described.



"Timber Property"

The Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section Eleven (11), Township Forty-seven (47) North, Range Four (4) West, Kootenai County, Idaho.

"Nez Perce Property"

Lot Seven (7), Bloomsburg Addition in Lot Eight (8), Block Fifty-five (55), Lewiston Orchards Tract Six (6), Nez Perce County, Idaho.



State of Idaho

## DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N MINERAL DR STE 100 • COEUR D ALENE, ID 83815-7763  
Phone: (208)762-2800 • Fax: (208)769-2819 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

July 22, 2020

BLOOMSBURG FAMILY TRUST  
2923 W ROLLING HILLS RD  
WORLEY ID 83876-6001

Re: Change in Ownership for Water Right No(s): 95-9428

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 (208) 762-2807.

Sincerely,

Tammy Alleman  
Administrative Assistant 1

Enclosure(s)