m 42-248/42-1409(6) Rev. 7/21

RECEIVED
JAN 17 2025
DEPT. OF WATER RESOURCES

STATE 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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-21439	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Vernon & Robert Greenfield
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Glenda Greenfield Bayley
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or**

   4150 E. Inverness Dr. | Post Falls | ID | 83854
   Mailing address | City | State | Zip

   208-660-9431 | GG Bayley@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: 6-21-2024.

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
   - o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

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: Glenda G Bayley — Signature of new owner/claimant | Title, if applicable | 1-13-2025 Date
   Glenda G. Bayley
   Print name

   Signature: _____ — Signature of new owner/claimant | Title, if applicable | Date
   _____
   Print name

For IDWR Office Use Only:

Receipted by TDB Date 01-17-2025 Receipt No. C119875 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 DM Date 3-13-25

State of Idaho
Department of Water Resources

Water Right

63-21439

Vernon D Greenfield

December 20, 2024



0 0.0425 0.085 0.17 Miles

Place Of Use Boundary

Point of Diversion

State Outline

Taxlots

Townships

PLS Sections

Quarter Quarters

N

IDAHO QUITCLAIM DEED

This Deed, made the 18th day of February 2025 between *Robert L. Greenfield* (Grantor), with address at *17585 Lower Pleasant Rdg Rd, Caldwell, Idaho,* party of the first part, and *Glenda Gay Bayley* (Grantee), with address at *4150 E Inverness Dr, Post Falls, Idaho,* party of the second part.

Witness, that the party of the first part, in consideration of -0- $, lawful money of the United States paid by the party of the second part, does hereby convey, remise, release, and quitclaim unto the party of the second part, and assigns forever, all the interest in the premises more particularly described as follows:

Idaho Water Right No. 63-21439

together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

To have and to hold the premises herein granted unto the party of the second part, and assigns forever.

In witness whereof, the party of the first part has hereunto set its hand and seal the day and year first above written.

Grantor's signature
Robert Greenfield

Glenda Bayley
Grantee's Signature
Glenda Gay Bayley

In the presence of:

Joyce Greenfield
Witness's Signature

Witness's Signature

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Idaho
County of Canyon } ss.

On this the 18th day of February, 2025, before me,
Day *Month* *Year*

Kirsten Preheim, the undersigned Notary Public,
Name of Notary Public

personally appeared Robert Greenfield,
Name(s) of Signer(s)

☑ personally known to me – **OR** –

☑ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

KIRSTEN PREHEIM
Notary Public - State of Idaho
Commission Number 20230036
My Commission Expires Jan 9, 2029

Signature of Notary Public

Place Notary Seal/Stamp Above

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Idaho Quitclaim Deed

Document Date: 2/18/2025 Number of Pages: 1

Signer(s) Other Than Named Above: _____

©2020 National Notary Association

IDAHO QUITCLAIM DEED

This Deed, made the 18th day of February 2025 between *Vernon Greenfield* (Grantor), with address at *17585 Lower Pleasant Rdg Rd, Caldwell, Idaho*, party of the first part, and *Glenda Gay Bayley* (Grantee), with address at *4150 E Inverness Dr, Post Falls, Idaho*, party of the second part.

Witness, that the party of the first part, in consideration of - 0 - $, lawful money of the United States paid by the party of the second part, does hereby convey, remise, release, and quitclaim unto the party of the second part, and assigns forever, all the interest in the premises more particularly described as follows:

Idaho Water Right No. 63-21439

together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

To have and to hold the premises herein granted unto the party of the second part, and assigns forever.

In witness whereof, the party of the first part has hereunto set its hand and seal the day and year first above written.

Grantor's signature
Robert Greenfield
Executor, of the estate of
Vernon Greenfield, deceased

Grantee's Signature
Glenda Bayley

In the presence of:

Witness's Signature

Witness's Signature

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Idaho
County of Canyon } ss.

On this the 18th day of February, 2025, before me,
Day *Month* *Year*

Kirsten Preheim, the undersigned Notary Public,
Name of Notary Public

personally appeared Robert Greenfield,
Name(s) of Signer(s)

☑ personally known to me – **OR** –

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

KIRSTEN PREHEIM
Notary Public - State of Idaho
Commission Number 20230036
My Commission Expires Jan 9, 2029

Signature of Notary Public

Place Notary Seal/Stamp Above

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Idaho Quitclaim Deed

Document Date: 2/18/2025 Number of Pages: 1

Signer(s) Other Than Named Above: _____

©2020 National Notary Association

Recording Requested By And
When Recorded Mail To:

Stephen L. Pruss
Ahrens DeAngeli Law Group LLP
P.O. Box 9500
Boise, Idaho 83707-9500
Phone: (208) 639-7799
Fax: (208) 639-7788
Email: spruss@adlawgroup.com

2024-019204
RECORDED
06/21/2024 11:25 AM
RICK HOGABOAM
CANYON COUNTY RECORDER
Pgs=5 EHOWELL $15.00
TYPE: DEED
AHRENS DEANGELI LAW GROUP LLP
ELECTRONICALLY RECORDED

Grant Deed

Foresite, LLC, an Idaho limited liability company, "Grantor," for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, and convey to Glenda Gay Bayley, whose current address is 4150 E. Inverness, Post Falls, Idaho 83854 the following described real property located in Canyon County, Idaho, more particularly described as follows:

The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 1, Township 3 North, Range 4 West of the Boise Meridian, in Canyon County, Idaho;

TOGETHER with all water, water rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining;

EXCEPTING, however, the right of way over and across said property as conveyed by the vendor to Canyon County, State of Idaho, by right of way deed, dated January 13, 1932, recorded June 25, 1932, in Book 121 of Deeds, page 332 Deed Records of Canyon County, Idaho.

Assessor Parcel Number: 331360000
Street Address of Property: 18256 Homedale Road
Caldwell, Idaho 83607

TOGETHER WITH all improvements, easements, hereditaments, and appurtenances thereto, and all tenements, reversions, remainders, rights-of-way and water rights in anywise appertaining to the property herein described.

SUBJECT TO taxes and assessments for the year 2024 and all subsequent years, and to such rights, easements, liens, encumbrances, covenants, rights-of-way, reservations, restrictions and zoning regulations as appear of record or based upon the premises, to any state of facts an accurate survey or inspection of the premises would show, and Grantor's unrecorded leasehold interest to use and possess the property for farming purposes through the end of 2024 .

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 6th day of June, 2024.

Foresite, LLC, an Idaho limited liability company

By: Glenda Gay Bayley
Glenda Gay Bayley, Member

By: Kristin M Tucker
Kristin M. Tucker, Member

By:
Robert L. Greenfield, Trustee of The Robert & Joyce Greenfield Family Trust U/T/A dated April 9, 2014, as reformed and restated on April 18, 2023, Member

By: Joyce M. Hopper-Greenfield
Joyce M. Hopper-Greenfield, Trustee of The Robert & Joyce Greenfield Family Trust U/T/A dated April 9, 2014, as reformed and restated on April 18, 2023, Member

"Grantor"

STATE OF ~~IDAHO~~ Washington WA)
: ss.
COUNTY OF Thurston)

On this 17th day of June, 2024, before me, a Notary Public for the State of ~~Idaho~~ Washington, personally appeared Kristin M. Tucker, known to me to be the person named in the foregoing, and acknowledged to me that she executed the same as her free act and deed, for the uses and purposes therein mentioned.

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

William Baker
Notary Signature

WILLIAM BAKER
NOTARY PUBLIC #20104226
STATE OF WASHINGTON
COMMISSION EXPIRES
MARCH 17, 2028

STATE OF IDAHO)
: ss.
COUNTY OF Kootenai)

On this 11th day of June, 2024, before me, a Notary Public for the State of Idaho, personally appeared Glenda Gay Bayley, known to me to be the person named in the foregoing, and acknowledged to me that she executed the same as her free act and deed, for the uses and purposes therein mentioned.

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

Notary Signature

CAMERON A ROSE
COMMISSION # 20233241
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/31/29

STATE OF IDAHO)
: ss.
COUNTY OF Canyon)

On this 6th day of June, 2024, before me, a Notary Public for the State of Idaho, personally appeared Robert L. Greenfield, Trustee of The Robert and Joyce Greenfield Family Trust, U/T/A dated April 9, 2014, as reformed and restated on April 18, 2023, known to me to be the person named in the foregoing, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned.

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

KIRSTEN PREHEIM
Notary Public - State of Idaho
Commission Number 20230036
My Commission Expires Jan 9, 2029

Notary Signature

STATE OF IDAHO)
: ss.
COUNTY OF Canyon)

On this 6th day of June, 2024, before me, a Notary Public for the State of Idaho, personally appeared Joyce M. Hopper-Greenfield, Trustee of The Robert and Joyce Greenfield Family Trust, U/T/A dated April 9, 2014, as reformed and restated on April 18, 2023, known to me to be the person named in the foregoing, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned.

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

KIRSTEN PREHEIM
Notary Public - State of Idaho
Commission Number 20230036
My Commission Expires Jan 9, 2029

Notary Signature

INSTRUMENT NO. 201004358?

FILED 4:04 A.M. P.M.

AUG 17 2010

CANYON COUNTY CLERK
C. DYE, DEPUTY

NAME; Robert L. Greenfield
ADDRESS; 17585 Lower Pleasant Ridge Road; Caldwell, ID
TELEPHONE; 208-459-9720; 208-880-1399

IN THE DISTRICT COURT OF THE 3rd JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF Canyon

In the Matter of the Estate of
Vernon Delbert Greenfield
Deceased

CASE NO. CV-10-7710

LETTERS TESTAMENTARY

The will of Vernon Delbert Greenfield, deceased, dated the 12th day of July, 2005, having been proved and admitted to probate in the above-named Court in informal proceedings, Robert L. Greenfield, is hereby appointed personal representative (executor) of said will and estate.

WITNESS: The undersigned, Magistrate of the District Court of the 3rd Judicial District of the State of Idaho, in and for the County of Canyon, State of Idaho, with the seal of the Court affixed, this AUG 17 2010 day of _____ 200___.

JAMES A (JR) SCHILLER
Magistrate Judge

State Of Idaho } ss
County Of Canyon }
I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears in this office.
DATED AUG 17 2010
WILLIAM H. HURST, Clerk of the District Court
By: _____ Deputy

DISTRICT COURT STATE OF IDAHO COUNTY OF CANYON 3RD JUDICIAL DISTRICT

STATE OF IDAHO)

: ss

County of Canyon)

I hereby accept the appointment and duties of personal representative (executor) of the will and estate of Vernon Delbert Greenfield, deceased, and do solemnly swear that I will perform, according to law, the duties of such personal representative.

Petitioner

Subscribed and sworn to before me this 16th day of August, ~~200~~ 2010

DAWN C. FOWLER NOTARY PUBLIC STATE OF IDAHO

Dawn C. Fowler

Notary Public, in and for the State of Idaho,

My Commission Expires: 7-16-2014

RECORDED

2010 SEP 16 AM 11 14

WILLIAM H. HURST
CANYON COUNTY RECORDER
BY

REQUESTED Joyce Greenfield
TYPE Probate FEE 15.00

20100435667

INSTRUMENT NO. 9328144

BARGAIN AND SALE DEED

VERNON D. GREENFIELD and ARLENE GREENFIELD, husband and wife, Grantors, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to "The Vernon and Arlene Greenfield Family Trust", Grantee, a trust established under the laws of the State of Idaho by an agreement dated November 16, 1993, of which the present Trustees are VERNON D. GREENFIELD and ARLENE GREENFIELD whose current address is 3908 Airport, Caldwell, Idaho 83605, the following described real property, to wit:

> See Schedule "A", attached hereto and incorporated herein by this reference.
>
> Together with all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

And the Grantors hereby fully warrant the title to said land and will defend the same against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto subscribed their names to this instrument this 16th day of November, 1993.

Vernon D. Greenfield
Vernon D. Greenfield

Arlene Greenfield
Arlene Greenfield

COPY
ORIGINAL RETAINED AT
AHRENS & DeANGELI, P.L.L.C.
101 S. CAPITOL BLVD., STE. 601
P. O. BOX 6561
BOISE, ID 83707-6561
(208) 395-0001

REFORMATION AND RESTATEMENT

OF

THE VERNON AND ARLENE GREENFIELD FAMILY TRUST

THIS REFORMATION AND RESTATEMENT OF TRUST AGREEMENT, made and executed this 12th day of July, 2005, by and between VERNON D. GREENFIELD and ARLENE GREENFIELD, husband and wife, hereinafter collectively referred to as the "Grantors" and each singly as a "Grantor," and VERNON D. GREENFIELD and ARLENE GREENFIELD, hereinafter collectively referred to as the "Trustee" and each singly as a "Co-Trustee."

W I T N E S S E T H:

WHEREAS, the Grantors executed The Vernon and Arlene Greenfield Family Trust on November 16, 1993;

WHEREAS, the Grantors desire to reform and restate The Vernon and Arlene Greenfield Family Trust, effective this date; and

WHEREAS, this Trust Agreement shall be the controlling trust instrument.

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

ARTICLE I

1. **TRUST NAME:** This trust shall be known as "The Vernon and Arlene Greenfield Family Trust."

2. **TRUST PROPERTY:** The Grantors have previously transferred, conveyed and delivered to the trust various property, receipt of which was acknowledged, to be held in trust and distributed as hereinafter 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, or deposit property with the trust, or devise property to the trust.

ARTICLE II

1. **WITHDRAWALS BY GRANTORS:** While both Grantors are living, 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. **DISTRIBUTIONS 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 policies which designate the trust as beneficiary.

a. Premium Payment: The owner or owners of any life insurance policies shall pay all premiums and other charges to keep in force life insurance policies which such owner or 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 but may make such payments if sufficient cash is available to the trust.

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 each 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.

ARTICLE III

1. **CREATION OF TWO TRUSTS:** Upon the death of the Grantor who first dies, sometimes hereinafter referred to as the "deceased Grantor," the Trustee shall divide all property held in this trust estate, 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, into two trusts. The two trusts are hereby named and shall be referred to, respectively, as Trust A and Trust B of The Vernon and Arlene Greenfield 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 property held for the use, benefit and control of the Grantor who survives the death of the first Grantor to die, 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 deceased Grantor's last illness, funeral and burial, (b) all inheritance, estate and other death taxes that become payable by reason of the deceased Grantor's death, including interest and penalties on all such taxes, and (c) the expenses of administering the deceased Grantor's estate. All such expenses and taxes shall be charged against and deducted from the portion of the trust estate that is allocated to Trust B pursuant to the provisions of paragraph 4 of this 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 policies, which are owned by the surviving Grantor and insured the life of the deceased Grantor.

b. All trust 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 which had been owned as the community property of the Grantors, and (iii) any other property not otherwise specifically allocated, received by the Trustee after the death of the deceased Grantor which had been 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. In the event Trust B does not qualify as an "electing small business trust" pursuant to the terms of § 1361(e)(1), all capital stock owned by the deceased Grantor of any corporation which is an "S" Corporation as defined in Subchapter S of the Internal Revenue Code, as now set forth in §§ 1361 through 1379, and as said subchapter may hereafter be amended.

f. 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 this Article III, paragraph 3 and (2) the amount, if any, necessary to increase the deceased Grantor's taxable estate to the largest amount that, after allowing for the applicable credit or exclusion amount (as described in § 2010) 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 estate, inheritance, or other death tax being imposed on the deceased Grantor's estate.

g. 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 and property devised to Trust A or to The Vernon and Arlene Greenfield Family Trust by the surviving Grantor.

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

a. All life insurance policies 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 policies.

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 subparagraph 3(f) of this Article III, any property includible in the deceased Grantor's estate which would otherwise be allocable to Trust A but that is renounced or disclaimed by an applicable disclaimant. In determining whether or not to disclaim, the applicable disclaimant should consider the possible effect, in certain states that have a state death tax that is not equal to the state death tax credit allowed by the federal estate tax law, of the formula language in subparagraph 3(f) of this Article III limiting the amount passing to Trust B to an amount less than the deceased Grantor's entire remaining applicable credit or exclusion amount (as described in § 2010). In such a case involving those certain states, a disclaimer of all or part of the remaining unused applicable credit or exclusion amount (as

described in § 2010) may allow additional amounts to pass to Trust B free of any federal estate tax but may subject the deceased Grantor's estate to some state death tax. For purposes of this subparagraph 4(c) of Article III, the term "applicable disclaimant" shall mean any person permitted by law to disclaim, such as, but not limited to, the surviving Grantor, a Trustee, or a conservator or guardian of 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 their disposition), including cash, which have 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 shall be distributed to Trusts A and B at the respective values of such property as finally determined for federal estate tax purposes and not at date or dates of distribution values.

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

a. Distributions: 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 surviving Grantor to be unable for any reason to direct the Trustee with respect to disposition of such sums from the trust estate, the Trustee is authorized in its sole and absolute discretion to expend for the surviving Grantor such sums from principal or income as the Trustee shall deem advisable for such 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 surviving Grantor's estate, as the surviving Grantor may appoint by: (i) the surviving Grantor's Last Will and Testament, (ii) a written statement disposing of tangible personal property, or (iii) any other written instrument, which is executed and acknowledged in the manner required for a deed to transfer real property, is filed with the Trustee, and remains unrevoked at the time of the surviving Grantor's death. No disposition pursuant

to either (i) or (iii) above shall be a valid exercise of the foregoing power of appointment unless it specifically refers to and exercises such power of appointment.

d. Distribution After Death: After the death of the surviving Grantor, the remainder of Trust A, after any payments permitted 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 Marital 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 unlimited marital deduction. The Trustee shall not exercise any power granted under this instrument in a manner inconsistent with 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 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. **DISTRIBUTION OF TRUST B:** As soon as practicable following the death of the first Grantor to die, Trust B shall be held, administered and distributed by the Trustee as provided in the following Article IV.

8. **DISTRIBUTIONS DURING ADMINISTRATION:** During the period after the deceased Grantor's death and before establishment of any subtrust under this Agreement, the Trustee may, subject to the provisions of the preceding paragraphs 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 subtrust 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 subtrust had it then 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, if required to do so, promptly pay such income to the surviving Grantor.

ARTICLE IV

1. **ADMINISTRATION FOR BENEFICIARIES:** Upon the allocation of assets to this Article IV, the Trustee shall hold, manage and control the property comprising the trust estate for the benefit of the Grantors' children, Glenda Gay Bayley, Richard C. Greenfield and Robert L. Greenfield, who are sometimes hereinafter collectively referred to as the "beneficiaries" and each singly as a "beneficiary."

2. **DISTRIBUTION TO BENEFICIARIES:** As soon as practicable, and from time to time if assets are allocated to this Article IV at different times, the Trustee shall distribute the trust estate to the beneficiaries in equal shares.

3. **DEATH OF BENEFICIARY:** a. Share Subject to GST Tax: i. Beneficiary With Issue: If any beneficiary dies, with issue then living, after ninety (90) days from the date of death of the surviving Grantor but before actually receiving distribution of such beneficiary's entire share of the trust estate and if such deceased beneficiary's share has an inclusion ratio, as defined in Internal Revenue Code § 2642(a), greater than zero, then the undistributed balance of the deceased beneficiary's share shall be distributed to such persons or other distributees, including the estate of the deceased beneficiary, as the beneficiary may provide and in such proportions as such

beneficiary may at any time appoint, either by the beneficiary's Last Will and Testament or by a written instrument other than a Will, executed and acknowledged in the manner required for the execution and acknowledgment of a deed to real property in the State of Idaho, filed with the Trustee during the lifetime of such beneficiary and remaining unrevoked at the time of the beneficiary's death. Any property which is not distributed from a deceased beneficiary's share pursuant to the foregoing power of appointment shall be distributed to the deceased beneficiary's issue, by right of representation, and each such issue's share shall be subject to the provisions of a succeeding paragraph entitled "Trust Continuation." No written instrument shall be a valid exercise of the foregoing power of appointment unless it specifically refers to and exercises the power of appointment granted herein.

ii. Beneficiary Without Issue: If any beneficiary dies, without issue then living, after ninety (90) days from the date of death of the surviving Grantor but before actually receiving distribution of such beneficiary's entire share of the trust estate and if such deceased beneficiary's share has an inclusion ratio, as defined by Internal Revenue Code § 2642(a), greater than zero, then the undistributed balance of such deceased beneficiary's share shall be allocated to the

beneficiaries then living and groups composed of the living issue of any deceased beneficiaries, in equal shares, or if there are no then living beneficiaries or any living issue of any deceased beneficiaries, then the undistributed balance of such deceased beneficiary's share shall be distributed to the estate of the deceased beneficiary. Any share allocated to a then living beneficiary shall be held and distributed upon the same terms and conditions herein set forth for said surviving beneficiary.

All shares allocated to the groups composed of the living issue of any deceased beneficiaries shall be distributed to such persons or other distributees, including the estate of the deceased beneficiary who died without issue then living, as such deceased beneficiary who died without issue then living may provide and in such proportions as such beneficiary may at any time appoint, either by the beneficiary's Last Will and Testament or by a written instrument other than a Will, executed and acknowledged in the manner required for the execution and acknowledgement of a deed to real property in the State of Idaho, filed with the Trustee during the lifetime of such beneficiary and remaining unrevoked at the time of the beneficiary's death. Any property remaining which is not distributed pursuant to the foregoing power of appointment shall be allocated equally to each group composed of the living issue of a deceased beneficiary.

Any such share allocated to a group composed of the living issue of a deceased beneficiary shall be divided and distributed among such issue by right of representation, and each such issue's share shall be subject to the provisions of a succeeding paragraph entitled "Trust Continuation." No written instrument shall be a valid exercise of the foregoing power of appointment unless it specifically refers to and exercises the power of appointment granted herein.

b. Share Not Subject to GST Tax: If any beneficiary dies no later than ninety (90) days from the date of death of the surviving Grantor and before actually receiving distribution of such beneficiary's entire share of the trust estate or if any deceased beneficiary's share has an inclusion ratio, as defined in Internal Revenue Code § 2642(a), of zero, then the undistributed balance of the deceased beneficiary's share shall be distributed to the deceased beneficiary's issue, by right of representation, but subject to the provisions of a succeeding paragraph entitled "Trust Continuation;" provided, however, that if the deceased beneficiary should not leave any surviving issue, then the undistributed balance of the deceased beneficiary's share shall be distributed to the then living beneficiaries and groups composed of the then living issue of any deceased beneficiaries, in equal shares, and if there are no then

living beneficiaries or living issue of any deceased beneficiaries, then it shall be distributed to the estate of the deceased beneficiary. Any share allocated to a then living beneficiary shall be held and distributed upon the same terms and conditions herein set forth for said surviving beneficiary. Any share allocated to a group composed of the living issue of a deceased beneficiary shall be divided among such group, by right of representation, and each such issue's share shall be subject to a succeeding paragraph entitled "Trust Continuation."

With respect to any undistributed property, any beneficiary or issue of a beneficiary who dies no later than ninety (90) days from the date of death of the surviving Grantor shall be deemed to have predeceased the surviving Grantor for generation-skipping transfer tax purposes in accordance with Treasury Regulation § 26.2612-1(a)(2)(i) as now set forth and as said section may hereafter be amended.

4. **TRUST CONTINUATION:** If any trust property is distributable to or continued in trust for the benefit of the issue of a deceased beneficiary, hereinafter referred to individually as "issue," who has not attained twenty-five (25) years of age, the Trustee may in its sole and absolute discretion:

a. Defer, in whole or in part, payment or distribution of any or all property to which such issue may be entitled, holding the whole or the undistributed portion thereof as a separate trust for each such issue.

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

5. **PERPETUITIES AND ALIENATION:** a. The absolute power of alienation of real property in the State of Idaho shall not be suspended by any provision of this Trust Agreement for a period longer than the continuance of the lives of the persons in being at the creation of any such limitation or condition and twenty-five (25) years thereafter. This Trust Agreement shall be

construed to eliminate or modify any provisions violating the foregoing sentence, but in such a manner so that the provisions of this Trust Agreement are carried out to the greatest extent possible.

b. As to real property which is not situated in the State of Idaho, unless terminated earlier by the other provisions of this Trust Agreement and if the Idaho power of alienation provisions as described or referred to in the preceding subparagraph 5(a) of this Article IV do not apply to non-Idaho real property, each trust's interest in such real property shall terminate one day prior to the maximum duration of trusts (pursuant to the rule against perpetuities or any applicable similar rule such as the rule against the suspension of the power of alienation of real property) of such state in which such real property is situated, if such rule is applicable to the real property in such state, and thereupon such real property which is not in the State of Idaho shall be distributed to the then living beneficiaries by right of representation.

ARTICLE V

1. **INCOME AND PRINCIPAL ALLOCATIONS:** Unless otherwise specifically provided, the Trustee shall determine whether all or any part of any 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 any state in which this trust is administered. 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 trusts created by this Trust Agreement.

2. **TRUSTEE POWERS:** To carry out the purposes of the trust or trusts created under this Trust Agreement, and subject to any limitations stated elsewhere herein, the Trustee shall have all of the powers and authority granted pursuant to the laws of the State of Idaho including but not limited to those which are set forth in the Uniform Trustee's Powers Act, being Chapter 1 of Title 68, Idaho Code, as now in effect and as it may hereafter be amended.

In addition, the Trustee shall have the power to effect distribution of property and money in divided or undivided interests and to adjust resulting differences in valuation. A distribution in kind may be made prorata or non-prorata among beneficiaries or other distributees.

3. **COMPENSATION AND ACCOUNTING:** The Trustee and all persons employed by the Trustee shall be entitled to reasonable compensation in accordance with the provisions of applicable

state law. The Trustee shall reasonably account as to the trust and its administration as provided by state law.

4. **SUCCESSOR TRUSTEE:** a. Successor: Upon the death of the first Grantor to die, or upon the resignation or incapacity of one of the Grantors, the surviving or remaining Grantor shall become the sole Trustee; provided, however, that the surviving or remaining Grantor may appoint one or more Co-Trustees and may set forth the duties and responsibilities and any limitations thereof for such Co-Trustee or Co-Trustees. Upon the death, resignation or incapacity, or a combination thereof, of both Grantors, Glenda Gay Bayley, Richard C. Greenfield and Robert L. Greenfield are appointed to be the successor Co-Trustees. In the event any of Glenda Gay Bayley, Richard C. Greenfield or Robert L. Greenfield fails to qualify or ceases to act as a Co-Trustee, the surviving or remaining competent ones of them shall be the successor Co-Trustees or the sole successor Trustee, as the case may be. In the event all of Glenda Gay Bayley, Richard C. Greenfield and Robert L. Greenfield fail to qualify or cease to act as Co-Trustees or the sole Trustee, as the case may be, a successor Trustee may be appointed by a majority vote of the then living adult beneficiaries entitled to receive discretionary distributions from the trust. In the event any vacancy as to the Trustee is not filled by the aforedescribed

procedures, then a successor Trustee may be appointed by a court of competent jurisdiction upon the petition of the resigning Trustee or any interested party.

b. Resignation: Any Trustee or Co-Trustee may resign as Trustee or Co-Trustee, as the case may be, at any time by so notifying in writing the Grantors or the surviving Grantor, if living, otherwise the then living adult beneficiaries entitled to receive discretionary distributions from the trust, or the parent or guardian of the oldest minor beneficiary.

c. Appointment Requirements: All appointments as to successor Trustee or Co-Trustee shall be made in writing. Any successor Trustee or Co-Trustee who is properly appointed shall become a successor Trustee or Co-Trustee upon written acceptance of the appointment.

d. Authority of Successor: A successor Trustee or Co-Trustee shall succeed as Trustee or Co-Trustee, as the case may be, of this trust with the same authority and powers and subject to the same conditions as are herein set forth. As used in this trust, the term "Trustee" shall be deemed to refer to both or all Co-Trustees unless the context clearly implies the contrary.

5. **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 primary, secondary, college and postgraduate 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 primary, secondary, college or postgraduate 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.

6. **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.

7. **SPENDTHRIFT PROTECTION:** Neither the principal nor the income of any trust herein created shall be liable for the debts of any beneficiary or issue of a beneficiary, nor shall the same be subject to seizure by any creditor under the writ of proceedings at law or in equity, nor bankruptcy proceedings, nor

other legal process. No beneficiary or issue of a beneficiary shall have the power to sell, assign, transfer, encumber or in any other manner to anticipate disposition of his or her interest in the trust estate or the income produced thereby. As used in this paragraph, the word beneficiary 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."

8. **DISCRETIONARY TRUST DIVISION:** The Trustee is authorized to divide any trust, whether existing or to be established, into two or more separate smaller trusts, without any requirement for said trusts to be equal in value, and without any requirement for discretionary distributions to be made proportionally among said trusts, whenever the Trustee believes such division may achieve desirable tax results for the trust or its beneficiaries, promote easier administration or otherwise be in the best interests of the trust or its beneficiaries. Upon termination of any separate smaller trust, the Trustee may make distributions from any one such trust to any beneficiary in such proportions and amounts as the Trustee considers desirable so long as distribution from all such separate smaller trusts would, if such trusts were a single trust, satisfy the provisions governing the trust before its division. For example, if any

property is directed to be added to a trust and the addition to the property would cause the trust to have an inclusion ratio greater than zero, the Trustee may divide trust into two separate smaller trusts, one of which will have a zero inclusion ratio and the other of which will have a one hundred percent (100%) inclusion ratio.

9. **TRANSACTIONS WITH GRANTORS' ESTATES:** Upon the death of either Grantor or any beneficiary the Trustee may, if it deems such action necessary or advisable for the protection of the estate of the deceased Grantor or beneficiary, or in the best interests of any such estate or this trust and its beneficiaries: (a) purchase securities and other property from the legal representative of such estate and retain such property as part of the trust estate, or (b) make secured or unsecured loans to the legal representative of any such estate. The Trustee shall bear no liability for any loss resulting to the trust estate by reason of any such purchase or loan.

10. **FIDUCIARY INSURANCE OWNERSHIP:** If any life insurance insuring the life of either Grantor shall become an asset of any irrevocable trust established pursuant to Article III, such Grantor while acting as a Trustee hereunder, shall have no power or authority to change beneficiary or to obtain the cash or loan value of such insurance or to exercise any right,

privilege or incident of ownership pertaining to such insurance. All incidents of ownership pertaining to such insurance shall be vested solely in the Trustee other than such insured Grantor. If such Grantor is the sole Trustee, such Grantor shall designate any adult person, bank or trust company to act as a Co-Trustee for the sole purpose of exercising all rights, privileges and incidents of ownership pertaining to such insurance.

11. **DISCHARGE OF LEGAL OBLIGATION:** No Trustee or successor Trustee shall make any discretionary distribution to or for the benefit of any beneficiary which would discharge or absolve such Trustee's obligation to support or maintain any such beneficiary.

12. **REFERENCES TO SECTIONS AND REGULATIONS:** Unless the context clearly implies the contrary, all references to "§" and "§§" (section and sections) are to sections of the Internal Revenue Code of 1986 or corresponding provisions of future federal tax laws and the Internal Revenue Code. All references to Treasury Regulations are to regulations issued regarding sections of the Internal Revenue Code of 1986 or corresponding regulations to future federal tax laws and the Internal Revenue Code.

ARTICLE VI

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 this 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 portion 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 its 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, except as otherwise provided herein.

3. **HEADINGS:** The 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.

4. **SEVERABILITY:** If any provision of this Agreement is deemed invalid or unenforceable for any reason, the remaining provisions of this Agreement shall not be affected thereby but rather shall be enforced to the greatest extent permitted by applicable law.

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

Vernon D. Greenfield

Arlene Greenfield

"Grantors and Trustee"

STATE OF IDAHO)
: ss.
County of Canyon)

On this 12th day of July, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Vernon D. Greenfield and Arlene Greenfield, husband and wife, known or identified to me to be the persons whose names are subscribed in the instrument, and acknowledged to me that they executed the same.

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

(SEAL)

STEPHEN L. PRUSS NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Commission expires: 7-30-2010

Recording Requested By And
When Recorded Mail To:

Stephen L. Pruss
Ahrens & DeAngeli, p.l.l.c.
P.O. Box 6561
Boise, Idaho 83707-6561

REQUEST Richard C Greenfield
TYPE Deed FEE 15.00
BY Glenda Bayley

2010001939
RECORDED
2010 JAN 13 PM 2 06
WILLIAM H. HURST
CANYON CNTY RECORDER

TRUSTEE'S DEED

Arlene Greenfield, Glenda Gay Bayley, Richard C. Greenfield and Robert L. Greenfield as Co-Trustees of The Vernon and Arlene Greenfield Family Trust, U/T/A dated November 16, 1993, as reformed and restated July 12, 2005, hereinafter collectively referred to as the "Grantor," hereby grants, transfers and conveys to Foresite, LLC, an Idaho limited liability company, hereinafter referred to as the "Grantee," whose mailing address is 17585 Lower Pleasant Ridge Road, Caldwell, Idaho 83607, as a distribution from the aforenamed trust, the following described real property, situated in Canyon County, State of Idaho, to wit:

Parcel 1:

The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section One (1), Township Three (3) North, Range Four (4) West of the Boise Meridian, in Canyon County, Idaho;

TOGETHER with all water, water rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining;

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

EXCEPTING, however, the right of way over and across said property as conveyed by the vendor to Canyon County, State of Idaho, by right of way deed, dated January 13, 1932, recorded June 25, 1932, in Book 121 of Deeds, page 332 Deed Records of Canyon County, Idaho.

Parcel 2:

Lot numbered 2 in Section 7 in Township 3 North of Range 3 West of Boise Meridian, in Canyon County, Idaho, excepting and reserving therefrom, a strip of land 50 feet off the entire north side of said Lot 2, lying south of and adjacent to the north line of said lot, and also excepting a tract of land described as follows, to wit:

Beginning at a point 50 feet south of the northeast corner of said Lot 2, and on the east line of said lot and running thence west a distance of 12 rods parallel with the north line of said Lot 2, to the "Deer Flat North Ditch", thence running in a southeasterly direction along the northeast bank of said ditch a distance of 18 rods to the east line of said Lot 2, thence running north along said east line of said Lot 2 a distance of 13 rods to the place of beginning.

Together with all water, water rights, ditches, and rights of way for ditches belonging thereunto.

Parcel 3:

The N1/4 of the NW1/4, subject to Road Right-of-Way, in Section 12, Township 3 North, Range 4 West, B.M., Canyon County, Idaho.

TOGETHER WITH all improvements, easements, hereditaments, and appurtenances thereto, and all tenements, reversions, remainders, rights-of-way and water rights in anywise appertaining to the property herein described.

SUBJECT TO taxes and assessments for the year 2010 and all subsequent years.

The Grantor executes this instrument solely in its fiduciary capacity. Any further recourse hereunder is to be only against the aforenamed trust.

DATED this 13 day of January, 2010.

The Vernon and Arlene Greenfield Family Trust, U/T/A dated November 16, 1993, as reformed and restated on July 12, 2005

By: _____
Arlene Greenfield, Co-Trustee

By: _____
Glenda G. Bayley, Co-Trustee

By: _____
Richard C. Greenfield, Co-Trustee

By: _____
Robert L. Greenfield, Co-Trustee

STATE OF IDAHO)
: ss.
County of CANYON)

On this 13th day of JANUARY, in the year 2010, before me, SIDNEY VOGT, a Notary Public, personally appeared Arlene Greenfield as a Co-Trustee of The Vernon and Arlene Greenfield Family Trust, U/T/A dated November 16, 1993, as reformed and restated July 12, 2005, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same for and on behalf of said trust.

(SEAL)

SIDNEY S. VOGT NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Commission expires: 3-20-2010

STATE OF IDAHO)
: ss.
County of CANYON)

On this 13th day of JANUARY, in the year 2010, before me, SIDNEY VOGT, a Notary Public, personally appeared Glenda Gay Bayley as a Co-Trustee of The Vernon and Arlene Greenfield Family Trust, U/T/A dated November 16, 1993, as reformed and restated July 12, 2005, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same for and on behalf of said trust.

(SEAL)

SIDNEY S. VOGT NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Commission expires: 3-20-2010

STATE OF IDAHO)
: ss.
County of Canyon)

On this 13th day of January, in the year 2010, before me, Sidney S. Vogt a Notary Public, personally appeared Richard C. Greenfield as a Co-Trustee of The Vernon and Arlene Greenfield Family Trust, U/T/A dated November 16, 1993, as reformed and restated July 12, 2005, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and on behalf of said trust.

(SEAL) SIDNEY S. VOGT NOTARY PUBLIC STATE OF IDAHO

Sidney S. Vogt
Notary Public for Idaho
Commission expires: 3-20-2010

STATE OF IDAHO)
: ss.
County of Canyon)

On this 13th day of January, in the year 2010, before me, Sidney S. Vogt, a Notary Public, personally appeared Robert L. Greenfield as a Co-Trustee of The Vernon and Arlene Greenfield Family Trust, U/T/A dated November 16, 1993, as reformed and restated July 12, 2005, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and on behalf of said trust.

(SEAL) SIDNEY S. VOGT NOTARY PUBLIC STATE OF IDAHO

Sidney S. Vogt
Notary Public for Idaho
Commission expires: 3-20-2010

INSTRUMENT NO. 9328144

BARGAIN AND SALE DEED

VERNON D. GREENFIELD and ARLENE GREENFIELD, husband and wife, Grantors, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to "The Vernon and Arlene Greenfield Family Trust", Grantee, a trust established under the laws of the State of Idaho by an agreement dated November 16, 1993, of which the present Trustees are VERNON D. GREENFIELD and ARLENE GREENFIELD whose current address is 3908 Airport, Caldwell, Idaho 83605, the following described real property, to wit:

See Schedule "A", attached hereto and incorporated herein by this reference.

Together with all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

And the Grantors hereby fully warrant the title to said land and will defend the same against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto subscribed their names to this instrument this 16th day of November, 1993.

Vernon D. Greenfield
Vernon D. Greenfield

Arlene Greenfield
Arlene Greenfield

STATE OF IDAHO)
: ss.
County of Canyon)

On this 16th day of November, 1993, before me Deborah Titus, a Notary Public, personally appeared VERNON D. GREENFIELD and ARLENE GREENFIELD, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

Deborah Titus
Notary Public for Idaho
Commission expires: 3-17-99

PARCEL 1

The Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section One (1), Township Three (3) North, Range Four (4) West of the Boise Meridian, in Canyon County, Idaho;

TOGETHER with all water, water rights, ditches and rights of way for ditches appurtenant thereto or in anywise appertaining;

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

EXCEPTING, however, the right of way over and across said property as conveyed by the vendor to Canyon County, State of Idaho, by right of way deed, dated January 13, 1932, recorded June 25, 1932, in Book 121 of Deeds, page 332 Deed Records of Canyon County, Idaho.

PARCEL 2:

Lot numbered 2 in Section 7 in Township 3 North of Range 3 West of the Boise Meridian, in Canyon County, Idaho, excepting and reserving therefrom, a strip of land 50 feet off the entire north side of said Lot 2, lying south of and adjacent to the north line of said lot, and also excepting a tract of land described as follows, to-wit:

Beginning at a point 50 feet south of the northeast corner of said Lot 2, and on the east line of said lot and running thence west a distance of 12 rods parallel with the north line of said Lot 2, to the "Deer Flat North Ditch", thence running in a southeasterly direction along the northeast bank of said ditch a distance of 18 rods to the east line of said Lot 2, thence running north along said east line of said Lot 2 a distance of 13 rods to the place of beginning.

Together with all water, water rights, ditches, and rights of way for ditches belonging thereunto.

PARCEL 3:

Lot 4 in Block 6 SOUTHGATE SUBDIVISION NO. TWO to CALDWELL, CANYON COUNTY, IDAHO, according to the PLAT of said SUBDIVISION filed October 25, 1972, in Book 11 of Plats at page 28, in the office of the County Recorder, Canyon County, Idaho.

PARCEL 4:

The N½ of the NW¼, subject to Road Right-of-Way, in Section 12, Township 3 North, Range 4 West, B.M., Canyon County, Idaho.

SCHEDULE "A"

RECORDED

'93 NOV 18 PM 3 39

CANYON CNTY. RECORDER

FEE 12.00

TYPE Deed

93281144

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

March 17, 2025

GLENDA GAY BAYLEY
4150 E INVERNESS DR
POST FALLS ID 83854-6821

Re: Change in Ownership for Water Right No(s): 63-21439

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. You will also find enclosed your submitted Reformation And Restatement Of The Vernon And Arlene Greenfield Family Trust. The Department has made a copy to keep on file but is returning your copy to 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)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

IDAHO DEPARTMENT OF WATER RESOURCES **3/14/2025**

Proof Report

Water Right 63-21439

Owner Type	Name and Address
Current Owner	GLENDA GAY BAYLEY 4150 E INVERNESS DR POST FALLS, ID 83854-6821 (208) 660-9431
Original Owner	VERNON D GREENFIELD 17585 LOWER PLEASANT RIDGE RD CALDWELL, ID 83607-9233 (208) 459-7223
Original Owner	ROBERT GREENFIELD 17585 LOWER PLEASANT RIDGE RD CALDWELL, ID 83607-9233 (208) 459-9720

Priority Date: 6/15/1920
Basis: Decreed
Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
STOCKWATER	1/01	12/31	0.040 CFS	
DOMESTIC	1/01	12/31	0.040 CFS	
		Total Diversion	0.040 CFS	

Source and Point(s) of Diversion:

GROUND WATER	SESWSE	Sec. 1, Twp 03N, Rge 04W, CANYON County

Place Of Use:
DOMESTIC within CANYON County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03N	04W	1															X		

STOCKWATER Same as DOMESTIC

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.
2.	N13	THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3.	N11	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4.		PARCEL NO. 8R03N04W018400 PROPERTY ALSO KNOWN AS 18256 HOMEDALE RD., CALDWELL. STOCKWATER, 100 RANGE CATTLE

Dates and Other Information:
Decreed Date: 3/31/2000
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: OR
Water District Number: TBD
Mitigation Plan: False

Combined Use Limits:
N/A

SubCase:
N/A

Water Supply Bank:

N/A

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little Director Mathew Weaver

February 12, 2025

GLENDA GAY BAYLEY
4150 E INVERNESS DR
POST FALLS ID 83854-6821

RE: Change in Ownership for Water Right No(s): 63-21439

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:

- Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

After reviewing your received Notice and supporting documents the Department has found that we will need additional documentation to proceed. The Grant deed that was provided shows the conveyance of property from Forsite LLC to you. The current holders of water right 63-21439 are ROBERT GREENFIELD and VERNON D GREENFIELD. If you are submitting a Grant deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. **You may obtain this information from the assessor's office in the county where the property is located. Items that are not conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.**

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. 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 water right holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to update 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 (208)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)