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AUG 12 1999

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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JUL 28 1999

Department of Water Resources

Department of Water Resources Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

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1. Water Right or Adjudication Claim No(s): 85-11376 JAN 12 2001
2. The following **REQUIRED** information must be submitted with this form:
- A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
- AND**
- B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
- OR**
- C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Phillip and June Miller
HCR Box 86, Nezperce, ID 83543
4. New Owner/Claimant(s) See attached list
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
New Mailing Address See attached list
City, State and ZIP Code Nezperce, Idaho 83543
New Telephone Number (208) 937-2328
5. Date you acquired the property ✓ 4/21/93
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
- Number of acres you irrigate 0 Number and type of stock 2 horses
- Diversion rate in CFS 0.04 Number of homes 2 Other uses _____
- If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Phillip J. Miller, Michelle C. Miller, Amanda Miller
- Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.
- Cannot change until property is actually deeded to the "Miller Children"*
1-12-01 deed attached. -ns CS 10-8-99

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Phillip J. Miller Department of Water Resources
HCR1, Box 85
Nezperce, Idaho 83543

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JUL 28 1999

Department of Water Resources

Michelle Christina Miller
HCR1, Box 85
Nezperce, Idaho 83543

Amanda Joann Miller
HCR1, Box 85
Nezperce, Idaho 83543

Phillip James Miller
RR 1, Box 3A
Craigmont, Idaho 83523

83-11376

122843

WARRANTY DEED

FOR VALUE RECEIVED, PHILLIP J. MILLER, a widower, of HCRI, Box 85, Nezperce, Idaho 83543, as GRANTOR, does hereby grant, bargain sell and convey unto the PHILLIP J. MILLER FAMILY TRUST, of HCRI, Box 85, Nezperce, Idaho 83543, as GRANTEEES, the following described premises, situate in LEWIS County, Idaho, to wit:

For legal description, see Exhibit A attached hereto and made a part hereof;
SUBJECT TO easements or encumbrances of record or as in existence, and the usual printed and typed exceptions in a standard title policy.

TO HAVE AND TO HOLD the premises, with their appurtenances unto the GRANTEEES, their agents and assigns forever, and the GRANTOR does hereby covenant to and with the GRANTEEES that the GRANTOR is the owner in fee simple of the premises; that the premises is free from all encumbrances, except as noted above, that the GRANTOR will warrant and defend the same from all lawful claims whatsoever.

DATED this 23 day of Aug, 1999.

Phillip J. Miller
PHILLIP J. MILLER

STATE OF IDAHO) ss.
County of Lewis)

On this 23 day of August, 1999, before me a notary public personally appeared PHILLIP J. MILLER, to me known or identified to me (or proved to me upon oath of _____) to be the person(s) whose name(s) is/are subscribed and who executed the within instrument, and acknowledged to me that he/she/they executed the same.

(Notary seal)
MICHAEL P. WASKO
NOTARY PUBLIC STATE OF IDAHO

Michael P. Wasko
Notary Public, State of Idaho,
Residing at Nezperce, therein.
My Commission expires: 7/7/04.

WARRANTY DEED

Michael P. Wasko
Attorney at Law
Nezperce, Idaho

Exhibit A

LEWIS COUNTY, IDAHO:

Township 34 North, Range 1 E.B.M., Lewis County, Idaho
Section 36: E1/2, **LESS life estate in TAX #D-76, described
as follows:**

Tax #D-76: Described as beginning at a point 783 feet
North of the Southeast Corner of the Northeast Quarter
(NE1/4), Section 36, Township 34 North, Range 1 East of the
Boise Meridian;
thence North 150 feet;
thence West 170 feet;
thence South 150 feet;
thence East 170 feet, to the place of beginning.

122843

STATE OF IDAHO } **AUG 26 1999**
COUNTY OF LEWIS }
FILED FOR RECORD
AUG 26 11:30 O'CLOCK **A M** AT THE
REQUEST OF
Kelly Williams
Cathy Lasso
COUNTY RECORDER
By Anne D. Crea DEPUTY
FEES \$ 12.00

W/

WARRANTY DEED

Michael P. Wasko
Attorney at Law
Nezperce, Idaho

RECEIVED

AUG 12 1999

CORRECTION
DEED OF GIFT

Department of Water Resources

THIS DEED OF GIFT, made on the 30 day of November, 1994, by and between PHIL J. MILLER and JUNE E. MILLER, husband and wife, of Nezperce, Lewis County, Idaho 83543, as GRANTORS; and PHIL J. MILLER and MINDA J. MILLER, husband and wife, of Nezperce, Idaho 83543, as their sole and separate property, as GRANTEES;

WITNESSETH:

That the GRANTORS, for and in consideration of the natural love and affection which they have for their son and daughter-in-law, the GRANTEES, by these presents do give, grant, alien, convey and confirm unto the GRANTEES, their heirs and assigns forever, all of the following described real property, situate in Lewis County, State of Idaho, to-wit:

The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) in Section 36, Township 34 North, Range 1 East of the Boise Meridian, Lewis County, Idaho, (LESS TAX #D-29, described as: Beginning at a point 633 feet North of the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 36, Township 34 North, Range 1 East of the Boise Meridian, thence North 150 feet; thence West 170 feet; thence South 150 feet; thence East to the point of beginning, Lewis County, Idaho), PROVIDED HOWEVER, that the GRANTORS RESERVE A LIFE ESTATE in and to their home and home site, described as beginning at a point 783 feet North of the Southeast Corner of the Northeast Quarter Section 36, Township 34 North, Range 1 East of the Boise Meridian, thence North 150 feet; thence West 170 feet; thence South 170 feet; thence East to the point of beginning, for and during their natural lifetime.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all estate, right, title, interest, property, claim and demand whatsoever of the GRANTORS of, in, and to the premises, with the appurtenances, and every part thereof.

TO HAVE AND TO HOLD, all and singular, the above granted premises, with the appurtenances, unto the GRANTEES, their heirs and assigns, to their own proper use and behoof, forever.

This deed corrects a Deed of Gift recorded as instrument #114620, in the records of Lewis County, Idaho.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands this 30 day of November, 1994.

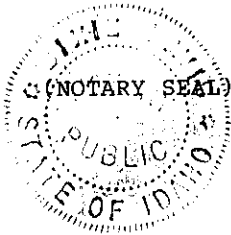
Phil J. Miller
Phil J. Miller
June E. Miller
June E. Miller

85-11376

STATE OF IDAHO)
) ss.
County of Lewis)

On this 30 day of Nov., 1994, before me a Notary Public in and for the said state, personally appeared PHIL J. MILLER and JUNE E. MILLER, 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.

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



Dina Davis
Notary Public, State of Idaho
Residing at Kamiah therein.
My Commission Expires: 9/18/99

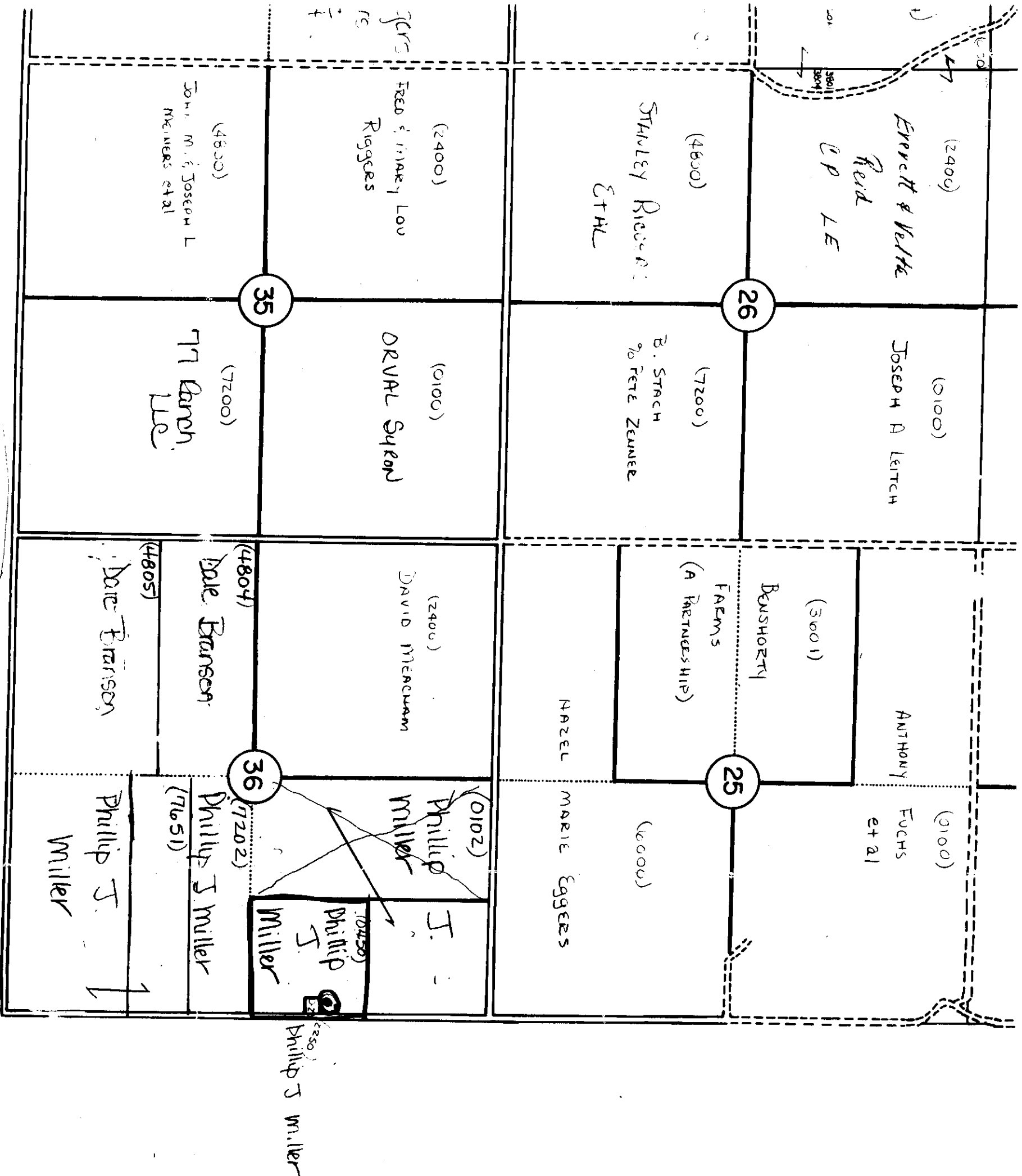
116823

STATE OF IDAHO
COUNTY OF LEWIS
FILED FOR RECORD
A 1:35 O'CLOCK P M AT THE
REQUEST OF
Dina Davis
Cathy Lauer
COUNTY RECORDER
By Pauline K. Robertson
DEPUTY
FEES \$ 6.00

-2-

8511376

Self



85-11376

PHILLIP J. MILLER FAMILY TRUST

This is a trust agreement executed on this 23rd day of August, 1999, by and between PHILLIP J. MILLER, as TRUSTOR, and PHILLIP J. MILLER and MICHELLE CHRISTINA MILLER, as TRUSTEES, and AMANDA JOANN MILLER, as ALTERNATE TRUSTEE;

WITNESSETH:

WHEREAS, the TRUSTOR desires to create a trust effective this date and the TRUSTEES agree to act as TRUSTEES thereof;

WHEREAS, the TRUSTOR desires to provide the terms and conditions upon which property shall be held by the TRUSTEES;

NOW, THEREFORE, TRUSTOR and TRUSTEES agree as follows:

ARTICLE I.

By this agreement, and/or contemporary documents, TRUSTOR assigns, conveys, transfers and delivers to the TRUSTEES, the property described in Exhibit A attached hereto and made a part hereof, and the TRUSTEES accept such property as the initial trust estate. Such property shall be held in trust and shall be administered and distributed upon the terms and conditions set forth herein. The property described in Exhibit A is separate property of the TRUSTOR and shall retain its character as such in the trust estate. TRUSTOR or any other person may from time to time transfer or devise additional property to the TRUSTEES upon the terms of this agreement.

While TRUSTOR is living, the trust hereby created shall be known as the PHILLIP J. MILLER FAMILY TRUST.

ARTICLE II.

While TRUSTOR is living the trust created by this instrument may be revoked, in whole or in part, by an instrument signed by the TRUSTOR, and delivered to the TRUSTEES. Upon revocation the TRUSTEES shall promptly distribute to TRUSTOR all of the designated portion of the property comprising the trust estate. While TRUSTOR is living, this instrument may be amended in any respect by an instrument signed by TRUSTOR, and delivered to the TRUSTEES.

The powers reserved by TRUSTOR under this article are exercisable in the absolute discretion of TRUSTOR and neither the

TRUST AGREEMENT

Michael P. Wasko
Attorney at Law
Nezperce, Idaho

TRUSTEES nor any beneficiary hereunder shall have any right or power to enforce or object to the exercise of such powers.

While TRUSTOR is living, the TRUSTEE shall hold, manage, invest and reinvest the trust estate, collect the income therefrom and pay to TRUSTOR all, none, or such a part of the net income and principal of the trust estate as the TRUSTOR may determine to be necessary for her medical care, maintenance, support and reasonable comfort in her custom of style of living, or pay such funds as may be requested.

The powers exercised by the TRUSTEES can be exercised either jointly or individually by TRUSTOR/TRUSTEE, or by TRUSTEE MICHELLE MILLER if TRUSTOR is unavailable, or as TRUSTOR so designates.

ARTICLE III.

The TRUSTEES are authorized to carry out the purposes of the trust created under this trust agreement, and subject to any limitation stated elsewhere herein, the TRUSTEES are vested with all the powers and authority as set forth in the Uniform TRUSTEES Powers Act, being Chapter I of Title 68, Idaho Code, as now in effect and as it may hereafter be amended. Any TRUSTEES, or alternates, herein named shall serve without bond.

ARTICLE IV.

The TRUSTEES shall collect and receive all income, revenue and profits arising from or accruing to said trust estate. Such sums from the income of the trust estate shall be paid to the TRUSTOR, in quarterly or other convenient installments during his lifetime, as TRUSTOR may from time to time direct. If any such proceeds, property assets or income, remain in the possession of the TRUSTEES at the date of death of the TRUSTOR, such funds and property shall be held in and constitute a part of the principal of the trust corpus.

ARTICLE V.

The TRUSTEES shall manage the trust estate and may sell, exchange, lease for terms either within or beyond the duration of the trust, lend, re-lend, invest and re-invest the trust estate or any part thereof and any kind of property which people of prudence, discretion and intelligence exercise for their own account, specifically including but not by way of limitation, acquisition of corporate obligations of every kind and preferred and common stocks. The TRUSTEES shall have the same general

TRUST AGREEMENT

Michael P. Wasko
Attorney at Law
Nezperce, Idaho

power that an individual being the absolute owner of real and personal property possesses not inconsistent with the purposes and intentions of the trust. The TRUSTEE is authorized to retain in the trust, in the same from as that in which they are authorized by the TRUSTOR, assets of any kind, and to continue and operate any business or interest therein which may be received hereunder as long as the same produces a reasonable income, and it appears to the best interest and advantage of the trust estate.

ARTICLE VI.

The TRUSTEES shall pay out of the income from, or if that be insufficient, then out of the corpus of the trust, all state, county and municipal taxes of assessments levied or assessed at any time against the trust estate or the income therefrom or against the TRUSTEES by reason of any of its duties hereunder and including any income tax, if necessary, required to be paid by the TRUSTOR, hereunder on account of the income paid or to be paid to her or in which she may have a beneficial interest. The TRUSTEES shall collect the income from said trust property and pay out of the same, or if that be insufficient, the balance out of the principal of said trust property, all charges and expenses of every kind and nature against or in connection with the trust estate and this trust and the administration thereof and in connection with this trust and the administration thereof and in connection with the exercise by said TRUSTEES of the powers herein conferred.

ARTICLE VII.

The TRUSTEES are further authorized in his/her sole and absolute discretion to expend for the TRUSTOR, if the said income is inadequate, or in cases of emergency, such sums from the principal and corpus of the trust as the TRUSTEES shall deem necessary or advisable for the support, maintenance and health of the TRUSTOR, or that TRUSTOR may request.

ARTICLE VIII.

Upon the death of the TRUSTOR, the TRUSTEES shall pay any unpaid debts, taxes due prior to the TRUSTOR'S death, expenses of last illness, the funeral and burial expenses of the TRUSTOR, and Federal and State inheritance taxes, if any. Without limiting the authority of the TRUSTEES, they shall not be required to make any payments authorized herein unless a claim and form satisfactory to it is filed with the TRUSTEES within sixty (60)

TRUST AGREEMENT

Michael P. Wasko
Attorney at Law
Nezperce, Idaho

days after the death of the TRUSTOR; and after the expiration of the said sixty (60) day period, the TRUSTEES shall be fully protected in distributing the trust property in the manner otherwise provided herein.

The balance then remaining of the entire trust principal and income, less the payments permitted in the event of death, together with any additional property or assets, shall then be held, administered and distributed as provided in the following article.

Notwithstanding any other provisions herein, I specifically direct that either Trustee may act independently, or, jointly with the other Trustee in exercising powers hereunder.

ARTICLE IX.

Upon the death of the TRUSTOR, the Trustee shall hold, manage and control the property comprising the trust estate, collect the income therefrom, and out of the same, shall pay all taxes and other incidental expenses of the trust including its own commissions, shall set up four (4) trusts (first one for expenses and investments, and one for each of my three (3) children, and shall hold or distribute the trust estate and the income therefrom to or for the benefit of the Grantor's children, as follows:

Notwithstanding the above paragraphs as to distribution, the TRUSTEE(S) is/are directed to distribute the corpus and any and all undistributed income as follows, to wit:

a. To PHILLIP JAMES MILLER, MICHELLE CHRISTINA MILLER, and AMANDA JOANN MILLER, as each his/her sole and separate property including income therefrom, share and share alike, **provided, however, that said property shall be held in trust, for the benefit of my three (3) children, with MICHELLE CHRISTINA MILLER, as Trustee, with ultimate distribution being at the discretion of my Trustee, MICHELLE CHRISTINA MILLER.** Concerning the share held in trust for PHILLIP JAMES MILLER, I hereby direct that my Trustee shall have complete control over this trust and upon the death of PHILLIP JAMES MILLER, the Trustee is directed to distribute the balance to his surviving children, **PROVIDED, HOWEVER, that my trustee MICHELLE CHRISTINA MILLER doesn't distribute the entire trust to PHILLIP JAMES MILLER during his lifetime.** I further state that I do not want such duties to be onerous nor unduly stressful and I give her full discretionary powers in allocation and distribution, or no distribution, of assets.

TRUST AGREEMENT

Michael P. Wasko
Attorney at Law
Nezperce, Idaho

b. I further provide that I have two (2) houses on said real property and I direct that my two (2) daughters shall have their choice of which house they would like to live in and/or use as home base if they live elsewhere and my son can reside in the other house, as directed by my TRUSTEE(S).

c. I direct that my TRUSTEE shall have full discretion in electing any program, including special use valuation.

d. I also direct that when prices are appropriate, the land be sold and reinvested through the above trust for the benefit of my three (3) named children, with MICHELLE CHRISTINA MILLER as Trustee, to manage and invest said property, conserving the bulk of the estate for ultimate distribution, when, in her discretion, she feels distribution is appropriate and her decision shall be final in all respects; and that upon the above distribution this trust is hereby terminated; that in the event any of the above beneficiaries should predecease the surviving TRUSTOR, then the remainder shall be distributed as follows:

1. If there are no surviving issue, nor surviving spouse, then to the ~~our~~ child's brothers and sisters, or if deceased, then to his/her issue, share and share alike.

2. Any distribution to grandchildren shall be upon said grandchild reaching the age of 21 years.

ARTICLE X.

That in the event of the death, resignation or inability of the above named TRUSTEES to act, AMANDA J. MILLER, of Nezperce, Idaho 83543, is/are hereby designated as contingent TRUSTEE(S) and is/are to become actual TRUSTEE(S) at the happening of any of the above events set forth in this article. If she is unable to act, then I nominate the Trust Department of U.S. Bank.

ARTICLE XI.

Notwithstanding any other provision of this trust, each trust established under this trust shall terminate, if it has not previously terminated, 21 years after the death of the last survivor of the beneficiaries under this trust who are living at the date of my death. Upon such termination, all property then comprising such trust shall be distributed by representation to those persons who, in the discretion of my trustee, are then eligible to receive distributions of income from such trust.

TRUST AGREEMENT

Michael P. Wasko
Attorney at Law
Nezperce, Idaho

Dated this 23 day of August, 1999.

TRUSTOR:

ACCEPTED BY:

Phillip J. Miller
PHILLIP J. MILLER

TRUSTEES:

Phillip J. Miller
PHILLIP J. MILLER

Michelle Christina Miller
MICHELLE CHRISTINA MILLER

Amanda Joann Miller
AMANDA JOANN MILLER

STATE OF IDAHO) ss.
County of Lewis)

On this 23 day of August, 1999, before me a notary public of said state, personally appeared PHILLIP J. MILLER, individually and as Trustee, known or identified to me (or proved upon oath of) 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.

MICHAEL P. WASKO
(NOTARY SEAL)
NOTARY PUBLIC STATE OF IDAHO

Michael P. Wasko
Notary Public, State of Idaho,
Residing at Nezperce therein.
My Commission expires: 7/9/04.

STATE OF IDAHO) ss.
County of Lewis)

On this 23rd day of August, 1999, before me a notary public of said state, personally appeared, MICHELLE CHRISTINA MILLER and AMANDA JOANN MILLER, known or identified to me (or proved upon oath of) to be the persons whose names are subscribed to the within instrument as TRUSTEES and acknowledged to me that they executed the same as such TRUSTEES.

MICHAEL P. WASKO
(NOTARY SEAL)
NOTARY PUBLIC STATE OF IDAHO

Michael P. Wasko
Notary Public, State of Idaho,
Residing at Nezperce therein.
My Commission expires: 7/9/04.

TRUST AGREEMENT

Michael P. Wasko
Attorney at Law
Nezperce, Idaho

Exhibit A

ALL REAL ESTATE, including the following or any other real property: See Exhibit "A-1" attached.

ALL CHECKING AND SAVINGS ACCOUNTS

ALL STOCK AND BONDS

ALL LIFE INSURANCE FUNDS

ALL VEHICLES

ALL NOTES AND/OR ACCOUNTS RECEIVABLE

ALL BANK CERTIFICATES OF DEPOSIT

ALL IRA'S

ALL FURNITURE, APPLIANCES AND HOUSEHOLD ITEMS AND FIXTURES

ALL PERSONAL EFFECTS

ALL TOOLS AND EQUIPMENT OF TRADE

ALL OTHER IF ANY THAT IS NOT INCLUDED IN THE ABOVE

ALL LIVESTOCK

TRUST AGREEMENT

Michael P. Wasko
Attorney at Law
Nezperce, Idaho

EXHIBIT "A-1"

LEWIS COUNTY, IDAHO:

1. Township 34 North, Range 1 East of the Boise Meridian:
Section 36: The Southeast Quarter of the Northeast
Quarter (SE1/4NE1/4); (**LESS TAX #D-29 and D-76, described
as follows:**

Tax #D-29: Beginning at a point 633 feet North of the
Southeast Corner of the Northeast Quarter (NE1/4),
Section 36, Township 34 North, Range 1 East of the
Boise Meridian; running thence North 150 feet;
thence West 170 feet; thence South 150 feet; thence
East to the place of beginning.

Tax #D-76: Described as beginning at a point 783 feet
a North of the Southeast Corner of the Northeast Quarter
(NE1/4), Section 36, Township 34 North, Range 1 East of the
Boise Meridian; thence North 150 feet;
thence West 170 feet; thence South 170 feet; thence
East to the place of beginning, for and during their
natural lifetime.)

2. Township 34 North, Range 1 East of the Boise Meridian:
Section 36: The Northeast Quarter of the Northeast
Quarter (NE1/4NE1/4), the West Half of the Northeast
Quarter (W1/2NE1/4).
3. Township 34 North, Range 1 East of the Boise Meridian:
Section 36: The South Half of the North Half of the
Southeast Quarter (S1/2N1/2SE1/4), the South Half of
the Southeast Quarter (S1/2SE1/4).
4. Township 34 North, Range 1 East of the Boise Meridian;
Section 36: **Tax #D-29:** Beginning at a point 633 feet
North of the Southeast Corner of the Northeast Quarter
(NE1/4), Section 36, Township 34 North, Range 1 East of
the Boise Meridian; running thence North 150 feet;
thence West 170 feet; thence South 150 feet; thence
East to the place of beginning.
5. Township 34 North, Range 1 East of the Boise Meridian:
Section 36: the North Half of the North Half of the
Southeast Quarter (N1/2N1/2SE1/4)

TRUST AGREEMENT

Michael P. Wasko
Attorney at Law
Nezperce, Idaho