

Copy for:

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OCT 04 2022

DEPT OF WATER RESOURCES
SOUTHERN REGION

WATER CONVEYANCING AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of May, 2022, by and between the CHALLIS IRRIGATION COMPANY, a mutual non-profit irrigation-operating company, incorporated under the laws of the State of Idaho, hereinafter "CIC", and Michael and Sharlene Miller, landowner(s) who previously diverted water through the Upper McGowan Canal, hereinafter called "Wateruser";

1. RECITALS:

The following facts are acknowledged by CIC and Wateruser:

CIC is the owner and operator of an irrigation system, and is responsible for the conveyance and delivery of water to approximately 3,000 plus acres of land in Custer County, Idaho, to which the water rights of CIC and its shareholders are appurtenant.

1.2 Wateruser owns 130 plus acres in Custer County described by the following legal description (Exhibit A), to which the following water rights are appurtenant (Exhibit B). These water rights authorize the diversion of water from the Salmon River. Wateruser and his predecessors-in-interest previously diverted the water under these water rights through either the Upper McGowan Canal, Lower McGowan Canal or the Keyes Canal.

1.3 CIC has developed a comprehensive system of irrigation canals, ditches, laterals, and other necessary irrigation structures to facilitate delivery of water to its shareholders. The main diversion for CIC's system is located in T13N, R19E, S32, LOT 05 (NWSWNE).

1.4 In 1996, the Custer County Soil Conservation District (CCSCD) received a federal grant from the Bonneville Power Administration to consolidate water diversions in the upper Salmon River area. The purpose of the consolidation was to eliminate multiple diversion points from the Salmon River to improve habitat for salmonids. The consolidation anticipated eliminating the diversions through the Upper McGowan Canal, Lower McGowan Canal and the Keyes Canal and transferring those diversions to CIC's main diversion on the Salmon River. The grant also dedicated funds for the enlargement of CIC's system to accommodate the additional diversions that were previously made through these canal systems.

1.5 Due to the enlargement of CIC's system, there exists the capacity for the transportation of water additional to that delivered by CIC in accordance with the demand of its shareholders.

1.6 Wateruser is the owner of the above listed natural flow rights in the Salmon River. It is the desire of Wateruser to have CIC convey his water in

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CIC's canal to a certain diversion point for the use upon the lands to which those water rights are appurtenant.

1.7 The parties understand that CIC shall charge a conveyancing fee for the transportation of Wateruser's water.

1.8 CIC and Wateruser seek to delineate their agreement in writing.

2. COVENANTS

In consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

2.1 Term of Agreement. The term of this Agreement shall be for the period of calendar year 2022, effective upon the execution hereof.

2.2 Water Conveyancing Agreement. The nature and extent of Wateruser's right to have water available under Wateruser's referenced water rights diverted into and conveyed through the CIC water delivery system is in dispute. One of the objectives of the parties hereto is to avoid continuing that dispute during the term of this agreement. The parties agree that this is a water conveyance agreement to facilitate diversion and conveyance of water available under Wateruser's rights into and through the CIC water diversion and delivery system. Wateruser shall not acquire any right in the CIC water delivery system by virtue of this Agreement.

2.3 Annual Period of Conveyance. Water available under wateruser's referenced water rights will be diverted into and conveyed through the CIC water diversion and delivery system together with the water to be delivered to CIC's member shareholders. Wateruser's total diversions shall not exceed the natural flow diversion rate as said water diversion rates are provided in the Partial Decrees for such water rights referenced in Exhibit B hereto, and as may be amended by IDWR in the orders approving said transfers referenced in Exhibit C hereto, to be measured at the point of diversion from the river.

2.4 Water Rights. It is understood and agreed that the water which is the subject of this conveyancing agreement shall be represented by rights which are held by Wateruser for his benefit and it is herein acknowledged that Wateruser shall establish no rights in and to any water represented by water rights held by CIC in trust for, and for the benefit of, CIC's member-shareholders. Any water which is conveyed pursuant to the terms of this Agreement shall be water to which Wateruser has a water right independent and separate from any water right held by CIC.

2.5 Amount of Water to be Conveyed. It is understood that the present size of CIC's main canal between the diversion at the Salmon River and Wateruser's headgate should not be a constriction to the delivery of Wateruser's rights even though CIC has entered into or will enter into agreements similar to this conveyancing agreement with other Waterusers similarly situated. The amount to be delivered to Wateruser's headgate shall represent Wateruser's diversion rate minus a proportionate amount of any seepage and transportation loss that occurs in CIC's system. Such losses shall be assessed proportionately against CIC shareholders and others with conveyancing agreements similar to Wateruser. In times of emergency resulting in reduced canal capacity, all CIC member-shareholders and all Waterusers with similar agreements shall share the reduced capacity proportionately. All other curtailments will be made when and to the extent any such right is cut or curtailed by Idaho Department of Water Resources or a state water master legally elected or appointed for such purpose.

2.6 Diversion Facilities and Measuring Devices. CIC shall approve all diversion facilities and measuring devices of Wateruser as to plans, location specifications, and designs. Said facilities shall be installed by Wateruser at his own expense during the non-irrigation season. Said measuring devices shall measure the amount of flow from CIC's system in terms of cubic feet per second. CIC's records in regard to the amounts of water delivered to Wateruser shall be conclusive and binding on the parties hereto.

2.7 Access to Measuring Devices. CIC shall be granted easements for access by Wateruser and to the extent CIC does not control the easements for necessary accesses to Wateruser's headgate and measuring devices, Wateruser shall secure said access for CIC. Such access easements shall be adequate for automobile and maintenance equipment access.

2.8 Conveyancing Charge. It is understood that Wateruser will pay a conveyancing charge for CIC's diversion and delivery of water available pursuant to Wateruser's water rights. Wateruser shall pay \$1.51 for each miner's inch of diversion entitlement pursuant to Wateruser's water rights to a total of 6.87 cfs, diverted at CIC's main Salmon River diversion during the irrigation season of 2022, for a total of \$518.69. It is understood that this amount represents the proportion of such costs which the amount of water diverted and delivered pursuant to Wateruser's rights bears to the total water entitlements diverted and delivered pursuant to all of the water rights which CIC diverts and delivers water during the term hereof. CIC shall notify Wateruser of the amount due on or before April 20. If Wateruser elects not to convey in a given year and does not advance payment by April 30, said space may be leased to another.

2.9 Disclaimer of Responsibility. CIC disclaims any responsibility for the operation of Wateruser's system, and Wateruser herein waives, any legal right against CIC by reason of the exercise of CIC's discretion in managing water deliveries, and further waives any action against CIC for any reason whatsoever which may occur causing interruptions in delivery of water pursuant to this Agreement, except for any intentional acts of CIC.

2.10 Scarcity of Water. CIC shall be under no duty and shall not be held liable for failure to deliver water during the irrigation season when such failure occurs from a lack of water or from other causes including floods, tornadoes, earthquakes, or other Acts of God. CIC shall not be liable for scarcity of water caused by unlawful diversion, forcible entry, unusual cold weather, drought or any accident; but at all times shall use ordinary care and diligence in protecting its canal and irrigation system and keeping the same in proper operation and repair for the delivery of water to Wateruser. CIC shall not be liable for loss or damage caused by seepage or breakage resulting from cloudbursts, landslides, obstructions, accidents, breaks in its canal system, or any other causes beyond the control of CIC.

2.11 Insurance and Indemnification. CIC shall use best efforts to obtain insurance to cover Wateruser's water in the CIC system, and if successful, Wateruser shall pay his allocable cost of said insurance. If CIC cannot secure said insurance to cover Wateruser's water, Wateruser agrees to hold harmless and indemnify CIC against any claim or claims of third parties, occasioned by the transportation (including attorney's fees) of Wateruser's water through the CIC system to the extent those claims are not covered by any insurance secured by Wateruser to cover said exposure. Any such insurance obtained by Wateruser shall name CIC as an additional insured.

2.12 Control of Delivered Water. It is anticipated that water pollution restrictions will be imposed upon CIC in the future in regard to the quality of the water in the canal or to waters which are returned from the CIC tract to natural streams and eventually to the Salmon River, some returns the result of the diversion of Wateruser's water into the CIC system. Wateruser shall assume applicable responsibility for the waters delivered to his system and herein agrees to indemnify and hold CIC harmless in regard to any subsequent action which may be brought by any local, state, or federal water pollution agency concerning the quality of Wateruser's water.

2.13 Water Quality Treatment. In the event any federal or state governmental agency having valid jurisdiction imposes water quality treatment requirements, Wateruser acknowledges that he may be required to construct and maintain, at his own expense, sediment control or other facilities to ensure that any discharges of water from his property into CIC facilities or any stream or water body that will meet or exceed applicable federal or state or local water quality standards. If

Wateruser is not in compliance with any such water quality standards, CIC shall have the right to provide written notice that corrective action is required. Within thirty (30) days or a longer period as agreed to by CIC after such notice, failure of Wateruser to comply with applicable standards shall constitute authorization for CIC to terminate wateruser's right or privilege to discharge any surplus water into CIC's facilities or any water user for which CIC is responsible, and CIC may terminate delivery of water to Wateruser until Wateruser is in compliance.

2.14 Endangered Species Act Liability. Should restrictions ever be placed upon CIC's and Wateruser's diversions from the Salmon River due to Endangered Species Act (ESA) concerns, Wateruser agrees to release CIC and to waive any claim or claims occasioned by the reduction in delivery of Wateruser's water based upon enforcement of application of the ESA. In addition, Wateruser agrees to hold CIC harmless and indemnify CIC against any claim by any governmental entity, special interest group, private citizen, or other entity that diversion and conveyance of Wateruser's water to his system may affect, harm, or take a listed species.

2.15 Operational Conditions.

a. Wateruser shall only be allowed to divert water from CIC's system through existing headgates. Should Wateruser ever sell or subdivide any parcel of his property that includes a share of his water rights, Wateruser and the purchaser(s) shall be responsible for making the necessary changes to the delivery system on Wateruser's property to accommodate the delivery of the portion of Wateruser's water rights. Neither Wateruser nor the purchaser(s) will be allowed to construct additional diversion structures in CIC's water delivery system under this Agreement unless approved by CIC Board of Directors.

b. Wateruser verifies that the water rights shown at Exhibit B to this agreement comprise Wateruser's total entitlement for purposes of this agreement.

c. CIC shall be authorized to deliver water or turn off water at Wateruser's headgate when requested by Wateruser, except as otherwise provided in Article 2.5 and 2.10 hereof. Wateruser will request water deliveries at least forty-eight (48) hours in advance, including the requested amount in cfs. Wateruser will give CIC twenty-four (24) hours notice of a requested turn-off.

2.16 No Benefits in CIC. Nothing in this Agreement shall be construed to give Wateruser any of the rights or benefits of CIC's shareholders.

2.17 Option to Assign Water Rights in the Future. Upon mutual agreement by the parties in the future, Wateruser may assign his water rights to CIC in exchange for shares in the company.

2.18 Termination and Extension. This Agreement may be terminated by either party at any time but may only be extended by mutual consent of the parties.

2.19 Failure to Pay. CIC shall not be obligated to commence water diversion and deliveries until the estimated charges provided in paragraph 2.8 above have been paid.

2.20 Creation of Water District No. 170. Wateruser understands that IDWR recently created Water District No. 170 (a water district created pursuant to Chapter 6, Title 42, Idaho Code) and that said district may charge annual assessments for water distribution, measurement, and water right administration functions that are separate and apart from CIC's conveyancing charge. Wateruser agrees to pay any and all assessments or charges levied by the district against Wateruser's water right, and further agrees to comply with the water district's requirements for measurement or reporting of diversions, including installation of a measuring device.

The parties hereto bind their successors and assigns forever.

IN WITNESS WHEREOF, we have executed this Agreement the day and year

CHALLIS IRRIGATION COMPANY

By: May M. Charles

Its: President

WATERUSER(S)

Michael J. Miller
Sharlene H. Miller
Michael Miller & Sharlene Miller

250153

*Taylor Mountain Surveying
301 Waller St.
Salmon, ID 83467
(208) 756-8321*

PARCEL DESCRIPTION

A parcel of land located in the East 1/2 of Section 2, T. 13 N., R. 19 E., Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the South 1/4 Corner of said Section 2, from which the North 1/4 Corner of said Section 2 bears N 00°03'38" E, a distance of 5196.33 feet, the Basis of Bearing of this description, run thence N00°03'38"E along the west line of said East 1/2 of Section 2, 1581.92 feet; thence leaving said westerly line N89°59'37"W, 34.62 feet to a point on the easterly right-of-way of Hot Springs Road, said point being the Point of Beginning:

Thence along said right-of-way the following courses;

N00°00'40"W, 1819.75 feet; thence along a curve to the right 822.82 feet having a radius of 523.70 feet a central angle of 90°01'17" and a chord of N44°59'58"E, 740.76 feet; thence S89°59'23"E, 1516.24 feet;

Thence leaving said right-of-way S09°16'31"W, 181.14 feet;

Thence S53°37'01"E, 329.61 feet;

Thence S18°53'12"E, 348.45 feet;

Thence S29°22'57"E, 204.59 feet;

Thence S19°04'16"E, 141.85 feet;

Thence S04°50'34"E, 298.70 feet;

Thence S76°08'52"E, 53.44 feet to a point on the easterly line of said Section 2;

Thence along said easterly line S00°02'03"W, 1271.82 feet to the S1/16th Corner of said Section 2 and Section 1;

Thence leaving said easterly line of said Section 2 N89°59'37"W along the southerly line of the N1/2SE1/4 of said Section 2, 1205.08 feet;

Thence leaving said southerly line N37°02'51"W, 374.00 feet;

Thence S83°12'09"W, 367.00 feet;

Thence N89°59'37"W, 816.88 feet to the Point of Beginning.

Subject to and together with a 25 foot wide road easement on the northerly side of the following described line:

Beginning at the Point of Beginning of the above described parcel thence S89°59'37"E, 816.88 feet to the Point of Terminus.

Said easement should be lengthened or shortened to conform to the Grantor's and Grantee's property lines.

PARCEL CONTAINS 138.52 ACRES

EXHIBIT A

EXHIBIT B**RP13N19E021205 Property Detail****Taxes, Levies and Assessments for 2021**

Land and Property Ownership - Physical Address: 1815 HOT SPRINGS RD (zip code 83226)

Mailing Address:

MILLER, MICHAEL & MILLER,
SHARLENE
3594 HOT SPRINGS RD
CHALLIS, ID 83226

Deeds (Last Deed Date: 04/06/2015)

250153
232689
225183-84
212458

Legal Description:

TRACT 15-12 SEC 2 T13N R19E

Tax Code Area:

110000

Classes (Last appraised in 2021)

IRRGTD AG	119.710 AC	\$ 81,400
IRRGTD PASTURE	20.319 AC	\$ 9,290
DRY GRAZING	2.500 AC	\$ 230
RURAL HOMESITE	1.000 AC	\$ 12,100
RURAL RES BLDG		\$ 126,520
RURAL IMP ON AG		\$ 39,220

Taxes for 2021

ASSESSED VALUE :	\$ 268,760
TAX AND SPECIAL CHARGES:	\$ 1,135.10
Taxing Districts	Levy
STATE	0.000000000
COUNTY	0.002238049
SCHL 181 LEVY	0.000000000
SCHL 181 TORT	0.000011544
SCHL 181 BOND	0.000000000
SCHL 181 PLANT	0.000074087
SCHL 181 SPLMT	0.000889046
CHALLIS CEM	0.000152546
NO. CUSTER FIRE	0.000494359
N. C. HOSP	0.000270856

This information is provided as a courtesy to our taxpayers. If this parcel has changed code areas, or been split or combined with another parcel, the tax and assessment data shown may not apply or be current. For more information, please contact the appropriate county office.

Improvement R01 Residential Dwelling

Year Built : 1960

Total : 2464 sq. ft.

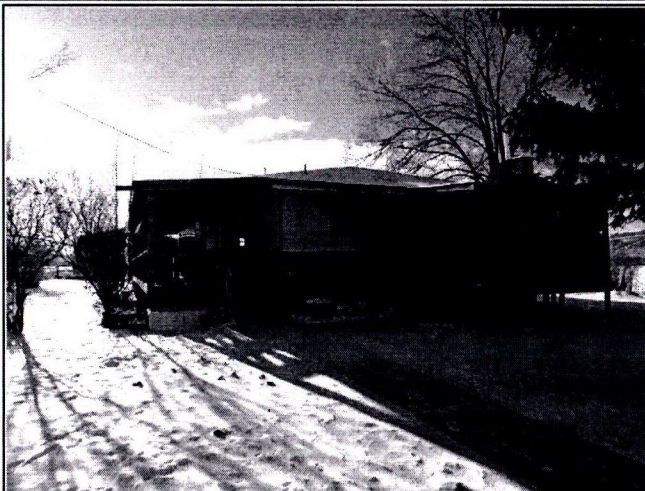
Last Appraised : 2021

Stories : 2

Bedrooms : 5

Bathrooms : 1

(Click on photo to enlarge)



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NOV 25 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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AUG 15 2022

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT OF WATER RESOURCES
SOUTHERN REGION

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?
72-4222B	Yes ☐	Yes ☐		Yes ☐	Yes ☐
72-16630	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Michael J Miller & Sharlene Miller
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Challis Irrigation Company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

Mailing address: PO Box 71 City: Challis State: ID Zip: 83226
208 833 4444 Telephone Email: Flyingmccustertel.net

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: May 2nd 2017
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):
 - ☐ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.
 - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
 - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Gary M Chamberlain Signature of new owner/claimant
Pres Charles Irrigation Co Title, if applicable
July 8, 2022 Date
Gary M Chamberlain Print name

SUPPORT DATA

IN FILE # 72-4222B

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

 _____ Print name

For IDWR Office Use Only:

Received by SQ Date 8.15.2022 Receipt No. 5039391 Receipt Amt. \$50-
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by _____ Processed by DM Date 11/9/2022

RETURNED

SCANNED

NOV 25 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
AUG 15 2022
DEPT. OF WATER RESOURCES
SOUTHERN REGION

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?
72-4222B	Yes ☐	Yes ☐		Yes ☐	Yes ☐
72-16630	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: ROJOEMCO, LP
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): MICHAEL MILLER + CHARLENE MILLER
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or

3594 Hot Springs Rd.
Mailing address
208-833-4444
Telephone

Challis ID 83226
City State Zip
flyingm@custer tel.net
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: April 6th, 2015

6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
- ☐ 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):
- ☐ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE #72-4222B

8. Signature: [Signature] owner 7-19-2022
Signature of new owner/claimant Title, if applicable Date
Michael Miller
Print name

Signature: [Signature] owner 7-19-2022
Signature of new owner/claimant Title, if applicable Date
Charlene H. Miller
Print name

Received by SG Date 8/15/2022 For IDWR Office Use Only: Receipt No. 5039391 Receipt Amt. \$50.00

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 10-3-2022

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OCT 21 2022

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Custer County Reg. of

Michael Miller

Time 3:46 PM Date 4/6/2015

Lura H. Baker, Clerk

Cecilia Cushman 190
Deputy**GRANT DEED**

THIS INDENTURE is made this 6th day of APRIL, 2015, between **ROJOEMCO, LP**, an Idaho limited partnership, of Custer County, State of Idaho, (collectively the "Grantor"), and **MICHAEL MILLER and SHARLENE MILLER**, husband and wife, whose mailing address is 3594 Hotsprings Rd., Challis, ID 83226, (collectively the "Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's heirs and assigns forever, all of the following described property in the County of Custer, State of Idaho, to-wit:

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

SUBJECT TO:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records, and of which Seller has no knowledge.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims: reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water.

SCANNED
OCT 21 2022

6. Canals and ditches.
7. Any rights, interest or easements in favor of the public which exist or are claimed to exist over any part of said land covered by water.

TOGETHER WITH all appurtenant water rights.

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

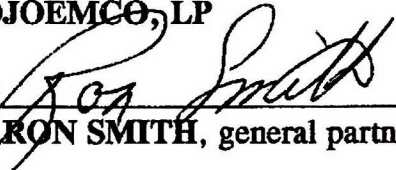
TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

ROJOEMCO, LP

By: 

RON SMITH, general partner

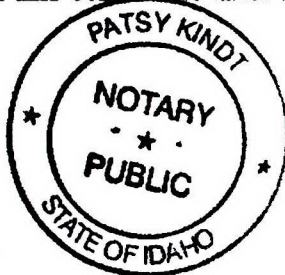
250153

STATE OF IDAHO)
) ss.
County of CUSTER)

On the 6th day of April, 2015, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared **Ron Smith**, known or identified to me to be one of the partners in the partnership of **ROJOEMCO, LP**, an Idaho limited partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that He executed the same in said partnership name.

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

(seal)



Patsy Kindt
Notary Public for Idaho
Residing at: Challis, Id.
My Commission Expires: 3-24-16

M:\M&B MFiles\ID2\B38B6975-6C0C-4158-B207-62DF8B23AD12\0\75000-75999\75457\LA\Deed-Grant(Smith-Miller) (ID 75457).wpd

250153

*Taylor Mountain Surveying
301 Waller St.
Salmon, ID 83467
(208) 756-8321*

PARCEL DESCRIPTION

A parcel of land located in the East 1/2 of Section 2, T. 13 N., R. 19 E., Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the South 1/4 Corner of said Section 2, from which the North 1/4 Corner of said Section 2 bears N 00°03'38" E, a distance of 5196.33 feet, the Basis of Bearing of this description, run thence N00°03'38"E along the west line of said East 1/2 of Section 2, 1581.92 feet; thence leaving said westerly line N89°59'37"W, 34.62 feet to a point on the easterly right-of-way of Hot Springs Road, said point being the Point of Beginning:

Thence along said right-of-way the following courses;

N00°00'40"W, 1819.75 feet; thence along a curve to the right 822.82 feet having a radius of 523.70 feet a central angle of 90°01'17" and a chord of N44°59'58"E, 740.76 feet; thence S89°59'23"E, 1516.24 feet;

Thence leaving said right-of-way S09°16'31"W, 181.14 feet;

Thence S53°37'01"E, 329.61 feet;

Thence S18°53'12"E, 348.45 feet;

Thence S29°22'57"E, 204.59 feet;

Thence S19°04'16"E, 141.85 feet;

Thence S04°50'34"E, 298.70 feet;

Thence S76°08'52"E, 53.44 feet to a point on the easterly line of said Section 2;

Thence along said easterly line S00°02'03"W, 1271.82 feet to the S1/16th Corner of said Section 2 and Section 1;

Thence leaving said easterly line of said Section 2 N89°59'37"W along the southerly line of the N1/2SE1/4 of said Section 2, 1205.08 feet;

Thence leaving said southerly line N37°02'51"W, 374.00 feet;

Thence S83°12'09"W, 367.00 feet;

Thence N89°59'37"W, 816.88 feet to the Point of Beginning.

Subject to and together with a 25 foot wide road easement on the northerly side of the following described line:

Beginning at the Point of Beginning of the above described parcel thence S89°59'37"E, 816.88 feet to the Point of Terminus.

Said easement should be lengthened or shortened to conform to the Grantor's and Grantee's property lines.

PARCEL CONTAINS 138.52 ACRES

RP13N19E021205 Property Detail

Taxes, Levies and Assessments for 2021

Land and Property Ownership - Physical Address: 1815 HOT SPRINGS RD (zip code 83226)

Mailing Address:

MILLER, MICHAEL & MILLER,
SHARLENE
3594 HOT SPRINGS RD
CHALLIS, ID 83226

Deeds (Last Deed Date: 04/06/2015)

250153
232689
225183-84
212458

Legal Description:

TRACT 15-12 SEC 2 T13N R19E

Tax Code Area:

110000

Classes (Last appraised in 2021)

IRRGTD AG	119.710 AC	\$
IRRGTD PASTURE	20.319 AC	\$
DRY GRAZING	2.500 AC	\$
RURAL HOMESITE	1.000 AC	\$
RURAL RES BLDG		\$
RURAL IMP ON AG		\$

Taxes for 2021

ASSESSED VALUE :	\$
TAX AND SPECIAL CHARGES:	\$
Taxing Districts	Levy
STATE	0.000000000
COUNTY	0.002238049
SCHL 181 LEVY	0.000000000
SCHL 181 TORT	0.000011544
SCHL 181 BOND	0.000000000
SCHL 181 PLANT	0.000074087
SCHL 181 SPLMT	0.000889046
CHALLIS CEM	0.000152546
NO. CUSTER FIRE	0.000494359
N. C. HOSP	0.000270856

This information is provided as a courtesy to our taxpayers. If this parcel has changed code areas, or been split or combined with another parcel, the tax and assessment data shown may not apply or be current. For more information, please contact the appropriate county office.

Improvement R01 Residential Dwelling

Year Built : 1960

Total : 2464 sq. ft.

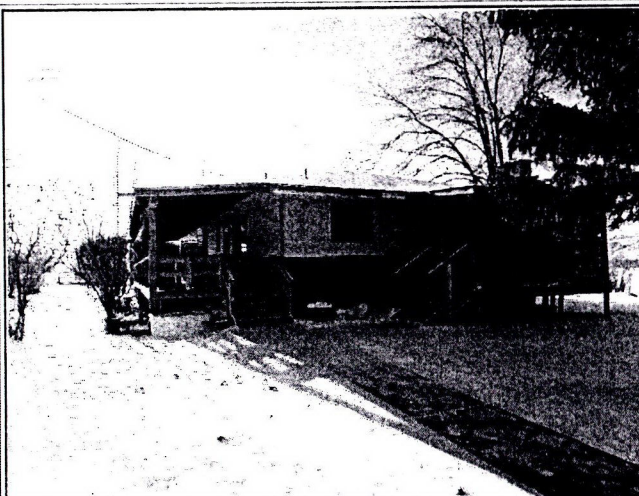
Last Appraised : 2021

Stories : 2

Bedrooms : 5

Bathrooms : 1

(Click on photo to enlarge)



SCANNED
OCT 21 2022



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

October 03, 2022

MICHAEL J MILLER
SHARLENE MILLER
3594 HOT SPRINGS RD
CHALLIS ID 83226-4960

Re: Change in Ownership for Water Right No(s): 72-4222B and 72-16630

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.

The Department also acknowledges receipt of Notice of Change in Water Right Ownership for 72-16630; conveying from you to Challis Irrigation Company. This Notice is still being reviewed and processed and you'll be sent copies upon completion.

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) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Julie Hansen, Hansen Business Services LLC
Water District 170

SCANNED
OCT 21 2022

MEMORANDUM

To: 72-4222B, 72-16630
From: Denise Maline *DM*
Date: November 9, 2022
Subj: Change in Water Right Ownership – *Not Processed*

On August 15, 2022, the Department received (2) Notices of Change in Water Right Ownership for the above referenced water rights. Both Notices were filed by Hansen Business Services in Challis, Idaho. One Notice was to change ownership from ROJOEMPO LP to Michael J & Sharlene Miller. The second Notice was to change ownership from the Miller's to Challis Irrigation Company.

The Notice changing the water rights into the Miller's name(s) was processed on October 3, 2022. Upon initial review, of the second Notice (changing to Challis Irrigation Company) it was noted that we did not receive the appropriate conveyance documents to support this (Warranted Deed, et al).

Per a note included with the paperwork - I contacted Hansen Business Services to inquire if they had the necessary deed(s) in order to complete this process. After phone calls back and forth, and letters sent to Challis Irrigation Company; I received a phone call from Julie Hansen on November 9, 2022. She clarified that the water rights are in the name of Michael J & Sharlene Miller, and to date, the ownership has not changed. Per this clarification, we came to the conclusion that this Notice did not need to be filed with the Department.

→ The Department also received a '2022 Water Conveyance Agreement' between the Miller's and Challis Irrigation Company. This is a private agreement between the parties and does not effect the ownership of the water rights. Per their request, this agreement will be added to the water right records referenced above.

No refund will be issued for the second Notice, as only (1) fee of \$50.00 was paid when both Notices were submitted. Misty at Hansen Business Services indicated that she had spoken to someone in our office and was told they only needed to submit (1) filing fee since both Notices were being submitted at the same time. Fees paid under receipt S039391 were applied to the Notice changing ownership into the Miller's name(s).

SUPPORT DATA

IN FILE # 72-4222-B



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

November 9, 2022

CHALLIS IRRIGATION COMPANY
PO BOX 71
CHALLIS ID 83226-0071

Re: Change in Ownership for Water Right No(s): 72-4222B & 72-16630
(in the name of Michael J & Sharlene Miller)

Dear Challis Irrigation Company:

Enclosed is the Notice of Change in Water Right Ownership that was filed on August 15, 2022. After further review and clarification from Julie Hansen, it was determined that this Notice did not need to be filed with the Department. The water rights are in the name of Michael J & Sharlene Miller, and to date, the ownership has not changed.

The Department also received the 2022 Water Conveyance Agreement which will be added to the water right records referenced above.

Thank you for your patience and cooperation as we worked through this matter. If you have any further questions, please feel free to contact me at (208) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Michael J & Sharlene Miller

SCANNED

NOV 25 2022

MEMORANDUM

To: 72-4222B, 72-16630
From: Denise Maline 
Date: November 9, 2022
Subj: Change in Water Right Ownership – *Not Processed*

On August 15, 2022, the Department received (2) Notices of Change in Water Right Ownership for the above referenced water rights. Both Notices were filed by Hansen Business Services in Challis, Idaho. One Notice was to change ownership from ROJOEMPO LP to Michael J & Sharlene Miller. The second Notice was to change ownership from the Miller's to Challis Irrigation Company.

The Notice changing the water rights into the Miller's name(s) was processed on October 3, 2022. Upon initial review, of the second Notice (changing to Challis Irrigation Company) it was noted that we did not receive the appropriate conveyance documents to support this (Warranted Deed, et al).

Per a note included with the paperwork - I contacted Hansen Business Services to inquire if they had the necessary deed(s) in order to complete this process. After phone calls back and forth, and letters sent to Challis Irrigation Company; I received a phone call from Julie Hansen on November 9, 2022. She clarified that the water rights are in the name of Michael J & Sharlene Miller, and to date, the ownership has not changed. Per this clarification, we came to the conclusion that this Notice did not need to be filed with the Department.

The Department also received a '2022 Water Conveyance Agreement' between the Miller's and Challis Irrigation Company. This is a private agreement between the parties and does not effect the ownership of the water rights. Per their request, this agreement will be added to the water right records referenced above.

No refund will be issued for the second Notice, as only (1) fee of \$50.00 was paid when both Notices were submitted. Misty at Hansen Business Services indicated that she had spoken to someone in our office and was told they only needed to submit (1) filing fee since both Notices were being submitted at the same time. Fees paid under receipt S039391 were applied to the Notice changing ownership into the Miller's name(s).

Idaho Department of Water Resources Receipt

Receipt ID: S039391

Payment Amount	\$50.00	Date Received	8/15/2022	Region	SOUTHERN
Payment Type	Check	Check Number	3527		
Payer	MILLER, SHARLENE H.				
Comments	CHANGE OF OWNERSHIP FROM: ROJOEMCO, LP TO: MICHAEL & SHARLENE MILLER. (2) WR#'S, 72-4222B, 72-16630. DOCUMENT NUMBER: R230201				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$50.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155

Signature Line (Department Representative)

**2nd ownership change was also received: From Miler's to Challis Irrigation Company.

Misty @ Hansen Business Solutions indicated that she spoke to one of our WR agents and was told she only needed to send a total of \$50, since both O/C's were being submitted together at the same time.

Fees applied to Notice referenced above.

SM
10/3/2022

SCANNED

NOV 25 2022



IDAHO DEPARTMENT OF
WATER RESOURCES

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Governor Brad Little

Director Gary Spackman

November 3, 2022

CHALLIS IRRIGATION COMPANY
PO BOX 71
CHALLIS ID 83226-0071

RE: Change in Water Right Ownership for Water Right No(s). 72-4222B and 72-16630

Dear Challis Irrigation Company:

The Department of Water Resources (Department) received you Notice of Change in Water Right Ownership (Notice). This Notice was submitted by Hansen Business Services LLC. In order to move forward with processing, please provide the following information.

- Sufficient proof of ownership was not included with the Notice. Proof of ownership can be a copy of a Warranty Deed; Quitclaim Deed (Michael J and / or Sharlene Miller); Court Decree, or Contract of Sale. The conveyance document(s) must include the legal description of the property or description of the water right, if no land is conveyed. The Water Conveyance Agreement we received is not considered sufficient proof of ownership; as it only gives the Miller's permission to take their water through the Challis Irrigation Company system.

I had previously been in contact with Misty at Hansen Business Systems LLC regarding this matter, however I have not received a response my last e-mail to her on October 12, 2022 (copy enclosed for reference).

Please submit a copy of your Warranty Deed, Quitclaim Deed, or Contract of Sale, conveying the property and appurtenant water right(s) to you. Upon receipt of this information, we will be able to continue processing this request.

Thank you in advance for your cooperation. If you have any questions regarding this matter, please contact me at (208) 736-3033.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant

Enclosures

c: Michael J and Sharlene Miller

SCANNED
NOV 25 2022

Maline, Denise

From: Misty Stegeman <misty.hbs@outlook.com>
Sent: Tuesday, October 4, 2022 12:13 PM
To: Maline, Denise
Subject: Smith-Miller Custer Cty ID - Conveyance 2022
Attachments: CIC WaterCAgree Smith-Miller 2022_SIGNED.pdf

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Denise,

Please find attached the 2022 conveyance agreement for Miller's.

Thank you!!

Misty Stegeman

Hansen Business Services, LLC.

PO Box 875

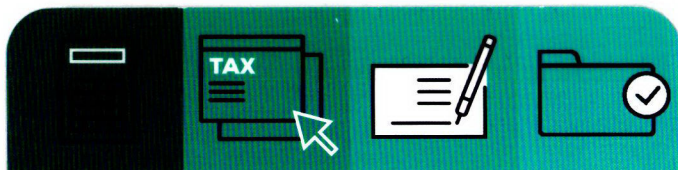
Challis, ID 83226

Phone (208) 879-6984

Fax (208) 485-5504

jlhnsn@outlook.com

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Hansen Business Services, LLC.

Julie Hansen, AFSP

Professional Accounting and Tax Services

Phone: (208) 879-6984 1311 E Main Avenue
Fax: (208) 485-5504 PO Box 875 Challis, ID 83226
jlhnsn@outlook.com