

1999 DEC 22 AM 11:39

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO

In Re SRBA) NOTICE OF COMPLETED
) ADMINISTRATIVE PROCEEDINGS
Case No. 39576)
) Water Right 37-12806

☐	Change of Address
☒	Substitution of Party
☐	I.C. 42-222 Transfer

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

If yes, does the split involve an I.C. 42-222 transfer? ☐ Yes ☐ No

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
12/10/1999

PAGE 1

From (Claimant/Seller):

Name of Claimant: DOROTHY JONES MILLER
Address: 1133 WESTSIDE DR
RUPERT ID 83350
Phone: (208) 436-6871

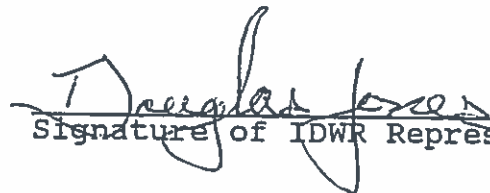
To (Claimant/Purchaser):

Name of Claimant: ST LUKES MEDICAL CTR WOOD RIVER LTD
Address: 190 EAST BANNOCK ST
BOISE ID 83712
Phone: (208) 381-2023

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached Amended Director's Reports for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the Notice of Completed Administrative Transfer and Amended Director's Reports(s) on the claimant(s), prior claimants(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 12/17/99


Signature of IDWR Representative

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
12/10/1999

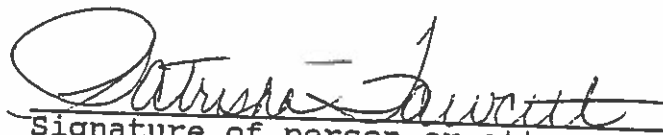
37-12806

PAGE 2

CERTIFICATE OF MAILING

I certify that on 12/22/1999 I mailed the original
and copies of this form to the following persons, postage prepaid
and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:
DOROTHY JONES MILLER
1133 WESTSIDE DR
RUPERT ID 83350
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:
ATTN JEFF HULL ST LUKES MEDICAL CTR WOOD RIVER LTD
190 EAST BANNOCK ST
BOISE ID 83712
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449
5. One Copy to:
United States Dept. of Justice
Environment & Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724



Signature of person or attorney mailing the form

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: DEC-16-1999
PAGE: A-7

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 37-12806

NAME & ADDRESS: ST LUKES MEDICAL CTR WOOD RIVER LTD
190 EAST BANNOCK ST
BOISE ID 83712

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 09/30/1958

POINT OF DIVERSION: T04N R18E S30 SENE

Within BLAINE County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE
DOMESTIC 1 HOME

PERIOD OF USE
01-01 12-31

QUANTITY
0.04 CFS

PLACE OF USE:

DOMESTIC
T04N R18E S30

Within BLAINE County
SENE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. 04180307380A



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

December 22, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

ATTN JEFF HULL
ST LUKES MEDICAL CENTER WOOD RIVER LTD
190 E BANNOCK ST
BOISE ID 83712

RE: SRBA Claim(s) 37-12806

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding, which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

cc: Dorothy Jones Miller

Miller Gift Deed to
Jones

4/19/98

Ronald Scott
Tammy Lynn

to ST. LUKE'S

190 East Bannock Boise 11/17/98

T4N R18E SEC 30 } LEGAL
SE NE } MATCH

BLAINE COUNTY & ST. LUKE'S
PURCHASE

PARCEL 3
PARCEL 2

Attention:

Jeff

HULL

@ St. Luke's
in Boise

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED
JUL 29 1999
Department of Water Resources
Southern Region

1. Water Right No(s).: 37-12806
Adjudication Claim No(s).: --
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 Dorothy Jones Miller
1133 Westside Dr., Rupert, ID 83350
4. New Owner/Claimant(s) St. Luke's Medical Center/Wood River, LTD.
(see attached documents) Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address 190 East Bannock Street
City, State and ZIP Code Boise, ID 83712
New Telephone Number (208) 381-2023
5. Date you acquired the property November 23, 1998
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 _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ 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) *D. Shesher as agent for St. Luke's*
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign 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..

o/c 8/5/99 ct

AJ0749NP
No. 37-12806

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 05/03/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	DOROTHY JONES MILLER 1133 WESTSIDE DR RUPERT ID 83350 (208) 436-6871	09/30/1958	DOMESTIC	01-01 12-31	0.04 CFS	
TOTAL DIVERSION:					0.04 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T04N R18E S30

SENE

BLAINE County

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
04N	18E	30	:			D	:										

POU County: BLAINE

Non-Irrigation Uses: 1 HOME

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP PARCEL NO. 04180307380A

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

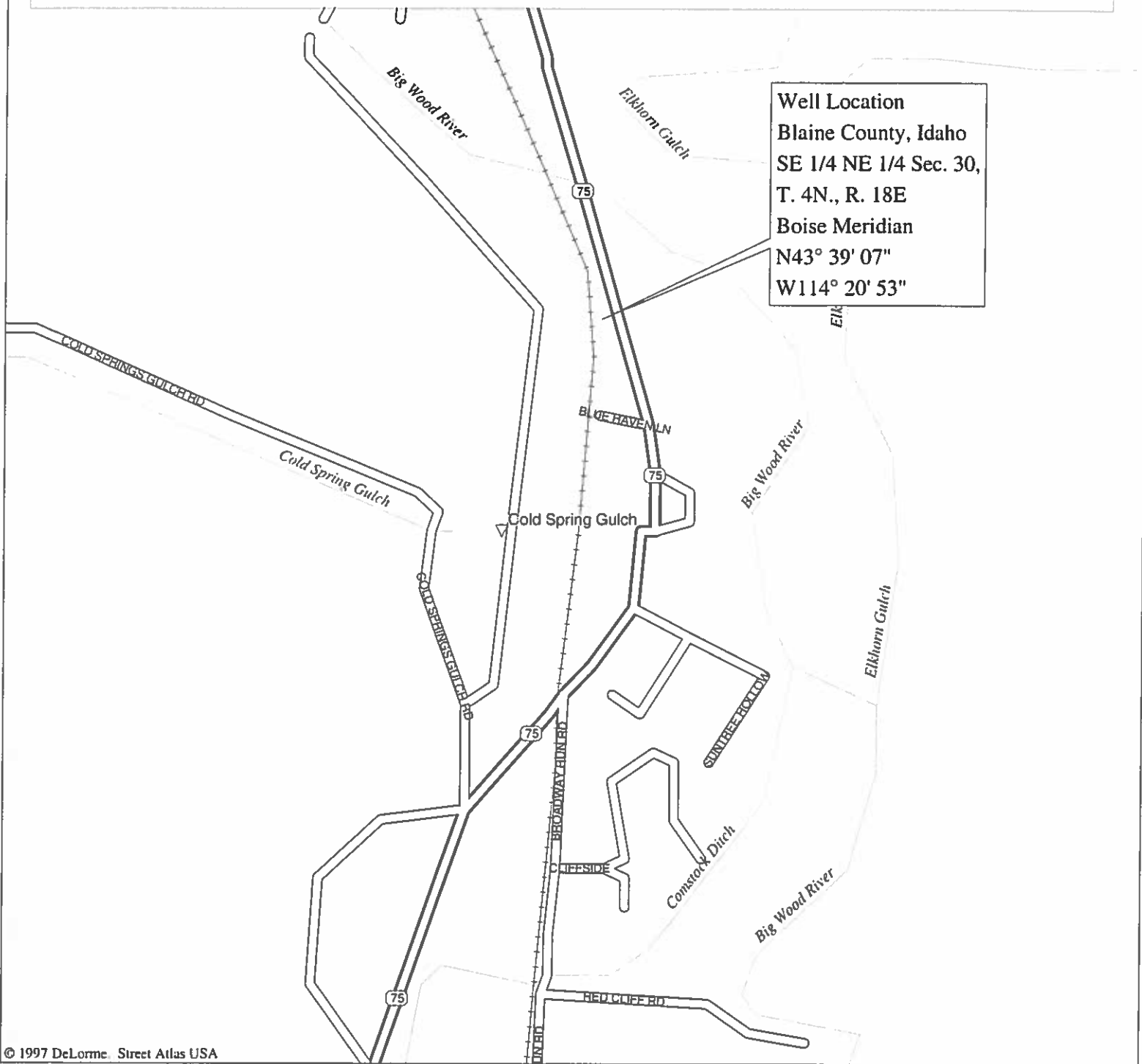
Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

IDWR'S RECOMMENDATION TO THE SNAKE RIVER BASIN
ADJUDICATION COURT

Water Rights No. = Adj. No.

Auxillary Well Location for St. Luke's Site



© 1997 DeLorme. Street Atlas USA

Mag 16.00

Fri Jul 23 09:10 1999

Scale 1:7,812 (at center)

500 Feet

200 Meters

- Local Road
- Primary State Route
- + + Railroad
- ▽ Geographic Feature
- River/Canal
- Intermittent River

To <u>Frank Rowland</u>	From <u>Jane</u>
Co. <u>Blaine County</u>	Co. <u>Blaine County</u>
Dept.	Phone #
Fax # <u>788-0106</u>	Fax #

DEED OF GIFT

Dorothy Jones Miller, a married woman, dealing with her sole and separate property, Grantor, does hereby give, grant, alien and confirm unto Ronald Scott Jones, Tammy Lynn Jones, Ronald Scott Jones as custodian for Rolland Scott Jones under the Idaho Uniform Transfers to Minors Act, and Ronald Scott Jones as custodian for Rhett Brighton Jones under the Idaho Uniform Transfers to Minors Act, together with all rents, profits, income, gain, and appreciation therefrom, as tenants in common, Grantees whose address is 233 Crescent St., Rupert, Idaho 83350, the following described premises, in Blaine County, Idaho, to wit:

All that certain lot, piece or parcel of land, situate, lying and being in the County of Blaine, State of Idaho, bounded and particularly described as follows, to wit:

That tract of land being a portion of the SE 1/4 NE 1/4 of Section 30, Township 4 North, Range 18 East, Boise Meridian, described as follows:

Beginning at U. S. Highway No. 93 West boundary Marker, referencing Highway Station 121+46.2 which bears North 7°16' West, 2505 feet from the Section corner common to Sections 29, 30, 31 and 32, Township 4 North, Range 18 East, Boise Meridian; thence South 84°50' West 256 feet to a point on the East Boundary of the U.P.R.R. right-of-way; Thence North 5°30' East, 185 feet along the East Boundary of the U.P.R.R. right-of-way; Thence North 4° East 50 feet along the East Boundary of the U.P.R.R. right-of-way; Thence North 0°15' East 166.3 feet along the East Boundary of the U.P.R.R. right-of-way which is the True Point of Beginning.

Thence North 0°15' East 55 feet along the East Boundary of the U.P.R.R. right-of-way; Thence North 72° East 80 feet to a point on the West Boundary of the U. S. Highway No. 93; Thence South 19° East 55 feet along the West Boundary of U. S. Highway No. 93; Thence South 74° West 97 feet to the True Point of Beginning.

with all appurtenances.

Dated this 29 day of April, 1993.

Dorothy Jones Miller
Dorothy Jones Miller
BLAINE CO. REQUEST

OF Elmer, Burke & Boyd

1993 MAY -5 P 1:23

352384

DEED OF GIFT - 1

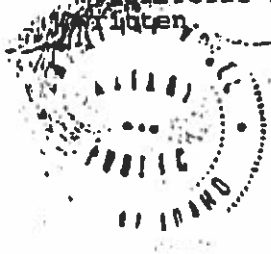
RECORDED IN BLAINE
FILED 60 MP

Deed

STATE OF IDAHO)
 Ada) ss.
County of Blaine)

On this 29th day of April, 1993, before me,
Caroline Vogel, the undersigned, a notary public in and for
said state, personally appeared Dorothy Jones Miller, a married
woman, dealing with her sole and separate property, known to me
to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that she 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.



Caroline Vogel
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 7/18/94

DEED OF GIFT - 2



Order No. 9808833
This form furnished by
Blaine County Title Associates

WARRANTY DEED

For Value Received RONALD SCOTT JONES and TAMMY LYNN JONES, husband and wife, and
RONALD SCOTT JONES as CUSTODIAN FOR ROLLAND SCOTT JONES and ERNEST BRIGHTON
JONES UNDER THE IDAHO UNIFORM TRANSFERS TO MINORS ACT

the Grantor hereby grants, bargains, sells, conveys and warrants unto ST. LUKE'S REGIONAL MEDICAL
CENTER/WOOD RIVER, LTD., an Idaho nonprofit corporation,

the Grantee whose current address is: 190 EAST BARNOCK, BOISE, IDAHO 83702

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HERETO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns
forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said
premises; that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful
claims whatsoever.

Dated: November 17, 1998

Ronald Scott Jones
Tammy Lynn Jones

Tammy Lynn Jones

State of IDAHO

County of

On this 23rd day of November, 1998, before me, the
undersigned, a Notary Public, in and for said State, personally appeared RONALD SCOTT JONES and
TAMMY LYNN JONES

_____, known to me, and/or identified to me on the basis of
satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me
that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)

Adam Thompson
Notary Public

Residing at: Boise, Idaho

Commission Expires: 10-6-03

State of: Idaho

Country of:

Minidoka

ss.

On this 23rd day of November, 1998, before me, the undersigned, a Notary Public, in and for said State, personally appeared RONALD S. JONES, known to me, and/or identified to me on the basis of satisfactory evidence, to be the custodian of ROLLAND S. JONES and RHETT BRIGHTON JONES under the Idaho Uniform Transfers to Minors Act, and the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same as said custodian.

WITNESS MY HAND AND OFFICIAL SEAL.

(seal)

Alan Goodman

Notary Public

Residing at: *Rupert, Idaho*

Commission Expires: *10-6-03*

EXHIBIT "A"

PARCEL 1

This parcel is located in the SE1/4NE1/4 Section 30, Township 4 North, Range 18 East, B.M., Blaine County, Idaho and is more particularly described as follows;

Commencing at the southwest corner of said SE1/4NE1/4;

Thence S 77°13'01" E, a distance of 940.14 feet to an Idaho Department of Transportation brass cap marking the westerly right of way line of Highway 75 and stamped sta. 121+46.2;

Thence N 19°07'27" W along said westerly right of way line, a distance of 432.40 feet to a 1/2" bar, the TRUE POINT OF BEGINNING;

Thence S 73°36'19" W, a distance of 96.44 feet to a point on the easterly right of way line of an Idaho Department of Transportation right of way (formally Oregon Short Line Railroad), a 1/2" bar;

Thence following along said easterly right of way line along a non radial curve to the left a distance of 22.78 feet that has a central angle of 0°39'57" with a radius of 1960.08 feet and long chord of 22.78 feet bearing N 1°32'42" W;

Thence along a non radial curve to the right a distance of 30.73 feet that has a central angle of 35°12'38" with a radius of 50.00 feet and long chord of 30.25 feet bearing N 53°16'14" E;

Thence N 70°52'33" E, a distance of 30.62 feet;

Thence along a curve to the right a distance of 47.12 feet that has a central angle of 90°00'00" with a radius of 30.00 feet and long chord of 42.43 feet bearing S 64°07'27" E to a point on said westerly right of way line;

Thence S 19°07'27" E, a distance of 5.46 feet to the TRUE POINT OF BEGINNING;

This parcel contains 0.064 acres more or less.

PARCEL 3

This parcel is located in the SE1/4NE1/4 Section 30, Township 4 North, Range 18 East, B.M., Blaine County, Idaho and is more particularly described as follows;

Commencing at the southwest corner of said SE1/4NE1/4;

Thence S 77°13'01" E, a distance of 940.14 feet to an Idaho Department of Transportation brass cap marking the westerly right of way line of Highway 75 and stamped sta. 121+46.2;

Thence N 19°07'27" W along said westerly right of way line, a distance of 432.40 feet to a 1/2" bar,

Thence continuing along said westerly right of way line N 19°07'27" W, a distance of 125.46 feet to the TRUE POINT OF BEGINNING;

Thence along a non radial curve to the right a distance of 47.12 feet that has a central angle of 90°00'00" with a radius of 30.00 feet and long chord of 42.43 feet bearing S25°52'33" W;

Thence S 70°52'33" W, a distance of 30.62 feet;

Thence along a curve to the left a distance of 8.85 feet that has a central angle of 4°36'42" with a radius of 110.00 feet and long chord of 8.85 feet bearing S 68°34'12" W to a point on the easterly right of way line of an Idaho Department of Transportation right of way (formally Oregon Short Line Railroad);

Thence following along said easterly right of way line along a non radial curve to the left a distance of 221.40 feet that has a central angle of 6°28'19" with a radius of 1960.08 feet and long chord of 221.28 feet bearing N 7°12'29" W;

Thence S 80°47'58" E, a distance of 27.01 feet to a point on said westerly right of way line of Highway 75, a 1/2" bar;

Thence S 19°07'27" E, a distance of 173.34 feet to the TRUE POINT OF BEGINNING;

This parcel contains 0.212 acres more or less.



Order No. 98008833
This form furnished by
Blaine County Title Associates

WARRANTY DEED

For Value Received RONALD SCOTT JONES and TAMMY LYNN JONES, husband and wife, and
RONALD SCOTT JONES as CUSTODIAN FOR RONALD SCOTT JONES and TAMMY LYNN JONES
JONES UNDER THE IDAHO UNIFORM TRANSFERS TO MINORS ACT

the Grantor hereby grants, bargains, sells, conveys and warrants unto BLAINE COUNTY, IDAHO, a
governmental entity

the Grantee whose current address is: BLAINE COUNTY BOARD OF COMMISSIONERS, 306 1ST AVE S,
SUITE #300, HAILEY, IDAHO 83333
the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HERETO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns
forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said
premises; that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful
claims whatsoever.

Dated: November 17, 1998

State of IDAHO

County of

On this 23rd day of November, 1998, before me, the
undersigned, a Notary Public, in and for said State, personally appeared RONALD SCOTT JONES and
TAMMY LYNN JONES

known to me, and/or identified to me on the basis of
satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me
that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)

Alan L. [Signature]
Notary Public
Residing at: Rupert, Idaho
Commission Expires: 10-6-03

State of: Idaho

County of: *Minidoka*

ss.

On this 23rd day of November, 1998, before me, the undersigned, a Notary Public, in and for said State, personally appeared RONALD S. JONES, known to me, and/or identified to me on the basis of satisfactory evidence, to be the custodian of ROLLAND S. JONES and RHETT BRIGHTON JONES under the Idaho Uniform Transfers to Minors Act, and the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same as said custodian.

WITNESS MY HAND AND OFFICIAL SEAL.

(seal)


Notary Public

Residing at: *Reper, Idaho*

Commission Expires: *10-6-03*

EXHIBIT "A"

PARCEL 2

This parcel is located in the SE1/4NE1/4 Section 30, Township 4 North, Range 18 East, B.M., Blaine County, Idaho and is more particularly described as follows;

Commencing at the southwest corner of said SE1/4NE1/4;

Thence S 77°13'01" E, a distance of 940.14 feet to an Idaho Department of Transportation brass cap marking the westerly right of way line of Highway 75 and stamped sta. 121+46.2;

Thence N 19°07'27" W along said westerly right of way line, a distance of 432.40 feet to a 1/2" bar,

Thence continuing along said westerly right of way line N 19°07'27" W, a distance of 5.46 feet to the TRUE POINT OF BEGINNING;

Thence along a non radial curve to the left a distance of 47.12 feet that has a central angle of 90°00'00" with a radius of 30.00 feet and a long chord of 42.43 feet bearing N 64°07'27" W;

Thence S 70°52'33" W a distance of 30.62 feet;

Thence along a curve to the left a distance of 30.73 feet that has a central angle of 35°12'38" with a radius of 50.00 feet and a long chord of 30.25 feet bearing S53°16'14" W, to a point on the easterly right of way line of an Idaho Department of Transportation right of way (formerly Oregon Short Line Railroad);

Thence following along said easterly right of way line along a non radial curve to the left a distance of 71.64 feet that has a central angle of 2°05'39" with a radius of 1960.08 feet and long chord of 71.64 feet bearing N 2°55'30" W;

Thence along a non radial curve to the right a distance of 8.85 feet that has a central angle of 4°36'42" with a radius of 110.00 feet and long chord of 8.85 feet bearing N 68°34'12" E;

Thence N 70°52'33" E, a distance of 30.62 feet;

Thence along a curve to the left a distance of 47.12 feet that has a central angle of 90°00'00" with a radius of 30.00 feet and long chord of 42.43 feet bearing N 25°52'33" E to a point on said westerly right of way line;

Thence S 19°07'27" E, a distance of 120.00 feet to the TRUE POINT OF BEGINNING;

This parcel contains 0.118 acres more or less.

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY is made and entered into this 9th day of November, 1998, by and between RONALD S. JONES, TAMMY L. JONES, and RONALD S. JONES as custodian for ROLLAND S. JONES and RHETT B. JONES under the Idaho Uniform Transfers to Minors Act (collectively "Seller"), BLAINE COUNTY, IDAHO, a governmental entity ("County"), and ST. LUKE'S REGIONAL MEDICAL CENTER/WOOD RIVER, LTD., an Idaho nonprofit corporation ("St. Luke's") both parties sometimes collectively referred to as "Purchaser".

WHEREAS, Seller owns a certain improved parcel of real property located in the County of Blaine, State of Idaho, and more particularly described in Exhibit "A" to this Agreement ("Property").

WHEREAS, County determined it was necessary to acquire the Property from seller in order to complete construction of a portion of a County road.

WHEREAS, the location of the road through Seller's Property left the Seller with two remnant parcels of questionable usefulness and value, which Purchaser agreed to acquire also.

WHEREAS, the parties acknowledge that the sale of the Property pursuant to this agreement arises under the threat of condemnation.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, it is agreed as follows:

I. **Sale of Premises.** Seller agrees to sell and convey, and Purchaser agrees to purchase the above described Property located in the County of Blaine, State of Idaho. The County shall acquire that portion of the Property necessary for the road right-of-way and St. Luke's shall acquire the resulting parcels, the legal descriptions to be prepared hereafter.

II. **Purchase Price.** The purchase price shall be One Hundred Seventy-Five Thousand Dollars (\$175,000.00) payable in full by cash or certified funds, at the time of closing.

III. **Representations and Warranties.** In addition to the representations and warranties contained in other paragraphs of this Agreement, Seller hereby makes the following representations and warranties (which representations and warranties shall survive the Closing regardless of what investigations Purchaser shall have made with respect thereto prior to the Closing), each of which individual representation and warranty (i) is material and being relied upon by Purchaser, and (ii) is true in all respects as of the date hereof and shall be true in all respects on the Closing Date:

3.1 The execution of this Agreement by Seller, and delivery by Seller to Purchaser, Seller's performance hereof and the transactions contemplated hereby have been duly authorized by all requisite action on the part of Seller.

3.2 Seller is or will become prior to the Closing Date the sole owner of the entire right, title and interest in and to the Property and shall be in a position to convey to Purchaser good and clear title to the Property.

3.3 The Property now is, or will be on the Closing Date, free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions and restrictions of any kind or character (including but without limitation of the generality of the foregoing,

liens or claims for taxes, mortgages, conditional sales contracts or other title retention agreements, deeds of trust, security agreements and pledges) except for those exceptions to title which Purchaser agrees may be shown on the title policy provided for in Article VII. Without limiting the generality of the foregoing, there are no encroachments on the Property from adjoining property and the Property does not encroach on any adjoining property or easements or on streets.

3.4 Except for the threatened condemnation action by the County, Seller is not involved in or aware of any pending or threatened litigation which does or will affect the Property.

3.5 To the best of Seller's knowledge, the Property is not contaminated nor in violation of any federal, state or local environmental laws.

3.6 Seller has neither engaged, nor dealt with any broker or finder in connection with the sale contemplated by this transaction and Seller will pay and hold Purchaser harmless from any claim to any commission or finder's fee payable to any broker or finder.

3.7 Neither this Agreement, nor anything provided to be done hereunder including but not limited to, the transfer, assignment and sale of the Property violates or shall violate any contract, agreement or instrument to which Seller is a party or which affects the Property or any part thereof.

3.8 Seller shall deliver possession of the Property to Purchaser on the Closing Date.

3.9 Seller is not, and will not be as the Closing Date, a foreign person within the meaning of Section 1445(f)(3) of the Internal Revenue Code, or if Seller is a foreign person, Seller shall satisfy the requirements for an exemption under Section 1445(b) of the Internal Revenue Code. Seller shall execute and deliver on the Closing Date such affidavits and other documents as may be necessary to comply with the requirements of Section 1445(b) of the Internal Revenue Code.

IV. Disclaimer.

4.1 Purchaser acknowledges and agrees that he has been informed and understands that the Seller makes no warranties, express or implied, to Purchaser beyond those expressly provided in this Agreement.

4.2 Purchaser acknowledges that Seller and/or Seller's agents have made no representations of any material fact concerning the Property beyond those expressly provided in this Agreement; that Purchaser or his agent has had adequate opportunity to inspect and investigate said Property; that Purchaser or his agent has made a thorough independent examination and inspection of said Property and is relying solely upon his or his own agent's examination and inspection thereof; and, that Purchaser is acquiring the Property "as is".

V. Conditions of Closing. Purchaser's obligation to perform its undertaking provided in this Agreement is conditioned on the fulfillment of each of the following:

5.1 The due performance by Seller of each and every obligation and agreement to be performed by Seller hereunder, and the truth of each representation and warranty made in the agreement by Seller at the time as of which the same is made and as of the Closing Date.

5.2 Purchaser's approval of a current standard coverage Commitment for Title Insurance on the Property (the "Commitment") and the items and documents referred to therein.

5.3 Except as expressly otherwise provided herein, Purchaser shall either approve or disapprove those items and matters it is entitled to approve as a condition to its obligations thereunder by the Closing Date. Purchaser may at any time or times on or before the Closing Date, at its election, waive any of the foregoing conditions to its obligations hereunder and consummate the sale, but any such waiver shall be effective only if contained in a writing signed by Purchaser and delivered to Seller. No such waiver shall reduce the rights or remedies of the Purchaser by reason of any breach of undertaking, agreement, warranty or representation of Seller hereunder. In the event any of the within conditions are not fulfilled or waived, Purchaser may terminate the executory provisions of this Agreement, and all deposits made by Purchaser shall immediately be returned to Purchaser, and all documents delivered by either party hereto shall be returned to such party immediately. Closing of the sale without receipt of each and every item specified herein shall not constitute a waiver of Purchaser's right to receive said item or items as soon after the Closing Date as possible. In addition, Purchaser shall also have all rights and remedies to which Purchaser may be entitled by law and the exercise of one or more of such rights or remedies shall not impair Purchaser's right to exercise such other right or remedy.

VI. Deed. Title shall be conveyed by Warranty Deeds upon the date of closing to the Purchaser, and such Deeds shall convey to the County the fee simple title to the road right-of-way and to St. Luke's the fee simple title to the resulting parcels.

VII. Title Commitment and Policy.

7.1 Within ten (10) days after execution of this Agreement by both parties, Seller shall deliver to Purchaser the a preliminary title commitment and copies of all documents referred to therein to approve or disapprove the same and any such items or documents. In the event Purchaser shall disapprove any matter or item set forth in the commitment, Seller shall use reasonable efforts to attempt to eliminate such matter or item; and in any event, Seller shall be required to discharge and remove of record any matter or item which constitutes a monetary lien or encumbrance on the Property other than non-delinquent taxes.

7.2 Purchaser shall examine said preliminary title commitment and shall, in writing, make any objections thereto known to Seller prior to closing. Failure by Purchaser to object in writing to the condition of title shown in said preliminary title commitment within the time specified above shall constitute acceptance by Purchaser of the condition of such title and waiver of any defects in title. In the event there exists any defect in title to which Purchaser objects in the manner provided above, Seller shall have until Closing Date to cure and remove said defects. In the event Seller is unable to cure and remove said defects by Closing Date or within any extended time period which Purchaser may grant, this Agreement shall be deemed mutually rescinded and cancelled.

7.3 As soon as is reasonably possible after closing of this sale, Purchaser shall receive an Owner's Policy of Title Insurance naming Purchaser as the insured in the amount of the purchase price and insuring that the title to the real property described herein is merchantable in Purchaser, free from all liens, encumbrances and exceptions, except those specifically approved or consented to by Purchaser.

7.4 Purchaser shall bear and pay the cost of this title insurance policy.

VIII. Closing and Closing Agent.

8.1 The closing of title pursuant to this Agreement shall be at the offices of Blaine County Title Associates, Ketchum, Idaho, on or before November 23, 1998 ("Closing Date"). It is hereby agreed that Blaine County Title Associates shall be the closing agent for this transaction. An executed copy of this Agreement shall be deposited with the closing agent and this Agreement shall serve as escrow

instructions. The closing agent may attach its standard conditions of acceptance thereto; provided, however, that in the event said standard conditions are inconsistent or in conflict with the terms of this Agreement, then this Agreement shall control.

8.2 In closing this transaction, the closing agent shall charge Seller with the following:

(a) The amount of real estate taxes and assessments pro-rated up to and including the date of transfer of title;

(b) The cost of paying off and satisfying any mortgage indebtedness for which Seller is liable and which Purchaser is not assuming, together with the costs of any mortgage cancellation, recording fee or other costs incident to the satisfaction of any such indebtedness;

(c) All other charges properly borne by Seller consistent with the terms of this Agreement; and immediately thereafter shall deliver to Seller the balance of funds in its hands due under the terms hereof and any documents due Seller.

8.3 In closing this transaction, the closing agent shall charge Purchaser with the following:

(a) The cost of a title report, title search and title policy in the amount of the purchase price;

(b) The cost of filing the Warranty Deeds for record;

(c) The escrow fee;

(d) All other charges properly borne by Purchaser consistent with the terms of this Agreement; and immediately thereafter, said closing agent shall deliver to Purchaser the title insurance, recorded deed and any documents due Purchaser.

IX. Closing Adjustments. Taxes, insurance premiums, interest and obligations assumed and any other such obligations shall be prorated as of the date of closing.

X. Indemnification by Seller. Seller agrees to indemnify and hold Purchaser harmless from and against any claim, loss, damage or expense, including reasonable attorney's fees (including attorney's fees on appeal), asserted against or suffered by Purchaser resulting from:

a. Any breach by Seller of this Agreement;

b. Any liability or obligation of Seller which Purchaser is not required to assume hereunder;

c. The inaccuracy or breach of any of the representations, warranties or covenants made by Seller herein; and

d. Any other act or omission to act of Seller, its agents, employees or contractors, the consequences of which Purchaser has not expressly assumed hereunder.

XI. Miscellaneous Provisions.

11.1 Survival of All Representations and Warranties. The representations, warranties, covenants and agreements of Seller and Purchaser contained in this Agreement shall survive the closing hereunder.

11.2 Breach. The breach of any covenant, condition or stipulation of this Agreement will constitute a default under this Agreement. It is also agreed by the parties that substantial compliance and performance under this Agreement shall not be deemed sufficient, but that strict performance of each and every covenant, condition and obligation is required.

11.3 Time of Essence. Time is of the essence of this Agreement.

11.4 Applicable Law. This Agreement is being executed and delivered within the State of Idaho and shall be construed and enforced in all respects in accordance with the laws of the State of Idaho.

11.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

11.6 Attorney's Fees. In the event that either party hereto retains an attorney to enforce any right or duty arising out of this Agreement, the prevailing party in such dispute shall be entitled to be paid reasonable attorney's fees by the non-prevailing party, whether or not litigation is actually instituted, including any bankruptcy proceedings or appeal.

11.7 Entire Agreement. Seller and Purchaser acknowledge that the terms of this Agreement may vary from the terms contained in any other preliminary agreements, written or oral, made prior to the execution of this Agreement and may vary from any negotiations between the parties prior to the execution of this Agreement. Seller and Purchaser agree that the terms, covenants and conditions of this Agreement shall supercede all such prior negotiations and agreements, and that there are no other agreements not contained in this Agreement, and that this Agreement shall be and is the final expression of the agreement of the parties and shall control. No modification of this Agreement shall be valid unless in writing and executed by the parties to the Agreement.

11.8 Severance and Validity. In the event any provision of this Agreement or any part thereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

11.9 Counterpart and Facsimile Signatures. It is agreed by the parties hereto that this Agreement may be executed in counterpart, all of which shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the same counterpart and facsimile signatures will be considered as an original signature.

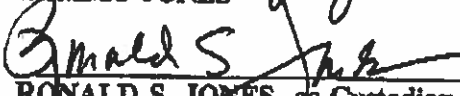
11.10 Threat of Condemnation. This Agreement and the sale of the Property by Seller to Purchaser arises under the threat or imminence of condemnation by Purchaser of the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement to Purchase Real Property the day and year first above written.

Seller:


RONALD S. JONES


TAMMY JONES


RONALD S. JONES, as Custodian for
ROLLAND S. JONES and RHETT B. JONES
under the Idaho Uniform Transfers to
Minors Act

Purchaser:

BLAINE COUNTY, IDAHO,
a governmental entity

By: _____

Its: _____

ST. LUKE'S REGIONAL MEDICAL
CENTER/WOOD RIVER, LTD.

By: _____

Its: _____

IN WITNESS WHEREOF, the parties have executed this Agreement to Purchase Real Property the day and year first above written.

Seller:

RONALD S. JONES

TAMMY JONES

RONALD S. JONES, as Custodian for
ROLLAND S. JONES and RHETT B. JONES
under the Idaho Uniform Transfers to
Minors Act

Purchaser:

BLAINE COUNTY, IDAHO,
a governmental entity

By:
Its:

Blaine County

Leonard Harley

Chairman

ST. LUKE'S REGIONAL MEDICAL
CENTER/WOOD RIVER, LTD.

By:
Its:

IN WITNESS WHEREOF, the parties have executed this Agreement to Purchase Real Property the day and year first above written.

Seller:

RONALD S. JONES

TAMMY JONES

RONALD S. JONES, as Custodian for
ROLLAND S. JONES and RHETT B. JONES
under the Idaho Uniform Transfers to
Minors Act

Purchaser:

BLAINE COUNTY, IDAHO,
a governmental entity

By: _____

Its: _____

ST. LUKE'S REGIONAL MEDICAL
CENTER/WOOD RIVER, LTD.

By: _____

Its: _____

Edwin Dahlberg

Edwin Dahlberg

President

STATE OF IDAHO,)

ss.

County of Minidoka)

On this 28th day of October, 1998, before me, a Notary Public in and for said State, personally appeared RONALD S. JONES and TAMMY JONES, known 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 in this certificate first above written.

Alan Schoonman
NOTARY PUBLIC in and for
the State of Idaho
residing at Rupert, Idaho
Commission expires 10-6-03

STATE OF IDAHO,)

ss.

County of Blaine)

On this ____ day of _____, 1998, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ of BLAINE COUNTY, IDAHO, a governmental entity, and the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same on behalf of said governmental entity.

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

NOTARY PUBLIC in and for
the State of Idaho
residing at _____
Commission expires _____

STATE OF IDAHO,)

ss.

County of Blaine)

On this 28th day of October, 1998, before me, a Notary Public in and for said State, personally appeared RONALD S. JONES, known or identified to me to be the custodian of ROLLAND S. JONES and RHETT B. JONES under the Idaho Uniform Transfers to Minors Act, and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as said custodian.

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

Alan Schoonman
NOTARY PUBLIC in and for
the State of Idaho
residing at Rupert, Idaho
Commission expires 10-6-03

STATE OF IDAHO,)

ss.

County of _____)

On this _____ day of _____, 1998, before me, a Notary Public in and for said State, personally appeared RONALD S. JONES and TAMMY JONES, known 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 in this certificate first above written.

NOTARY PUBLIC in and for
the State of Idaho
residing at _____
Commission expires _____

STATE OF IDAHO,)

ss.

County of Blaine)

On this 9th day of November, 1998, before me, a Notary Public in and for said State, personally appeared Leonard Hartig, known to me to be the _____ of BLAINE COUNTY, IDAHO, a governmental entity, and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said governmental entity.

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

Anna M. White

NOTARY PUBLIC in and for
the State of Idaho
residing at Richfield
Commission expires 11-22-2000

STATE OF IDAHO,)

ss.

County of Blaine)

On this _____ day of _____, 1998, before me, a Notary Public in and for said State, personally appeared RONALD S. JONES, known or identified to me to be the custodian of ROLLAND S. JONES and RHETT B. JONES under the Idaho Uniform Transfers to Minors Act, and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as said custodian.

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

NOTARY PUBLIC in and for
the State of Idaho
residing at _____
Commission expires _____

STATE OF IDAHO,)
ss.
County of Blaine)

On this 20 day of November, 1998, before me, a Notary Public in and for said State, personally appeared Edwin Dahlberg, known to me to be the President of ST. LUKE'S REGIONAL MEDICAL CENTER/WOOD RIVER, LTD., an Idaho nonprofit corporation, and the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same on behalf of said corporation.

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



Don Lush
NOTARY PUBLIC in and for
the State of Idaho
residing at Boise, ID
Commission expires 10/18/00

Exhibit A

A parcel of land lying within the Southeast quarter of the Northeast quarter of Section 30, Township 4 North, Range 18 East, Boise Meridian, Blaine County, Idaho, being more particularly described as follows:

Commencing at the brass cap marking the westerly right-of-way of State Highway No. 75 at Station 121 + 48.2, which bears North 08° 38' 20" West 2497.28 feet from the brass cap marking the southeast corner of said Section 30;

thence North 18° 07' 27" West 432.47 feet along said westerly Highway No. 75 right-of-way to a 1/2" bar marking the REAL POINT OF BEGINNING;

thence South 73° 33' 00" West 96.34 feet to a point on the easterly right-of-way of the former Union Pacific Railroad, which bears North 73° 33' 00" East 3.3 feet from a 1/2" bar;

thence 315.84 feet along said easterly Railroad right-of-way being a curve to the left with a radius of 1860.05 feet, a central angle of 08° 13' 58", to a point which bears North 05° 57' 03" West 319.48 feet;

thence South 80° 55' 07" East 27.00 feet to a point on said westerly Highway right-of-way;

thence South 18° 07' 27" East 298.80 feet along said Highway to the REAL POINT OF BEGINNING, containing 0.394 acres, more or less, based on a survey by Richard Fosbury, R.L.S.

TL 7366



Letter of Transmittal

July 28, 1999

To: Cory Skinner
Idaho Dept. of Water Resources
Southern Region
1341 Fillmore St.
Twin Falls, ID 83301-3380

RECEIVED
JUL 29 1999
Department of Water Resources
Southern Region

Subject: 527644-04 St. Luke's Wood River Medical Center
Domestic Well Water Rights Transfer

Enclosed are the following items:

Document Date	Copies	Description
July 28, 1999	1	Application for water rights transfer with supporting documentation.

These are transmitted:

☐ For your information ☒ For action specified below ☐ For review and comment ☐ For your use ☐ As requested

Upon your receipt of the enclosed application, please contact the undersigned at (208) 788-0437 regarding the IDWR contact for this matter, and your anticipated review/approval time. Feel free to call with any questions.

Sincerely,
POWER Engineers, Inc.

Frank L. Rowland

FR/lk
Enclosure(s)
Sent Via: FedEx
cc: Jeff Hull (St. Luke's)
Bruce Truxal (POWER)
Lynn Askew (POWER)
File: 527644-04

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: OCT-24-1997
PAGE: A-1483

RIGHT NUMBER: 37-12806

NAME & ADDRESS: DOROTHY JONES MILLER
1133 WESTSIDE DR
RUPERT ID 83350

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 09/30/1958

POINT OF DIVERSION: T04N R18E S30 SENE Within BLAINE County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within BLAINE County
T04N R18E S30 SENE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. 04180307380A

7-29-98

1103

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

Ident. Number: A37-12806
Date Received: 12/22/1988
Receipt No: C004438
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DOROTHY JONES MILLER 208-436-6871
Address: 1133 WESTSIDE DRIVE
RUPERT, ID 83350

2. Date of Priority: SEP 30, 1958

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	18E	30	SE	NE			BLAINE

5. Description of diverting works:
10' WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	18E	30	SE	NE		DOMEST	

11. Place of use in counties: BLAINE

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576
Ident. Number A37-12806
Date Received 10-19-88 5-1-89
Receipt Number C004438

RECEIVED

MAY 01 1989

**NOTICE OF CLAIM
TO A
WATER RIGHT**

RECEIVED

OCT 20 1988

**ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes**

Department of Water Resources
Southern Region Office

Department of Water Resources Where Daily Use is less than 13,000 gallons per day. Filing fee \$25.

Please type or print clearly

1. Name of Claimant (s) Sarahy Jones Miller Phone () 436-6871
Mailing Address 1133 Westside Dr Rupert, Ida Zip 83350

2. Date of Priority (Only one (1) per claim) Sept 1958

3. Source of water supply (a) ground water
which is tributary to (b) _____

4. Location of point of diversion is: Township 4N Range 18E
Section 30, SE 1/4 of NE 1/4, Govt. Lot EAST, B.M.,
County of Blaine

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.
1 10 ft well for domestic purposes

6. Water is claimed for the following: (Limited to Domestic and/or Stockwater only. See Instructions)
(Both dates are inclusive) (cfs)
For Domestic purposes from 1-1 to 12-31 amount 0.04
For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed 0.04 (cfs)

8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served; Stockwater: Type and number of livestock)
1 House hold

MICROFILMED

FEB 26 1993

Copies: White-State, Yellow-Claimant

10. Place a "D" for domestic and "S" for stockwater use in the corresponding place of use below.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4			
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4
4N	18E	30	SE															
			30	SE	NE	TL	2114											

11. In which county (ies) are lands listed above as place of use located? Blaine

12. Do you own the property listed above as place of use? Yes X No
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None (X)

14. Remarks: _____

15. Basis of Claim (check one) Beneficial Use X Posted Notice _____ License _____ Permit _____
Decree _____

If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)
(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled
"How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do do not X
wish to receive and pay a small annual fee for monthly copies of the docket sheet.
Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true
and correct.

Signature of Claimant (s) Dorothy Jones Miller Date 10/18/88
_____ Date _____

For Organizations: I do solemnly swear or affirm that I am _____ Title _____
of _____, that I have signed the foregoing
document in the space below as _____ Organization _____
Title _____ Organization _____
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this 18th day of October 19 88

SEAL

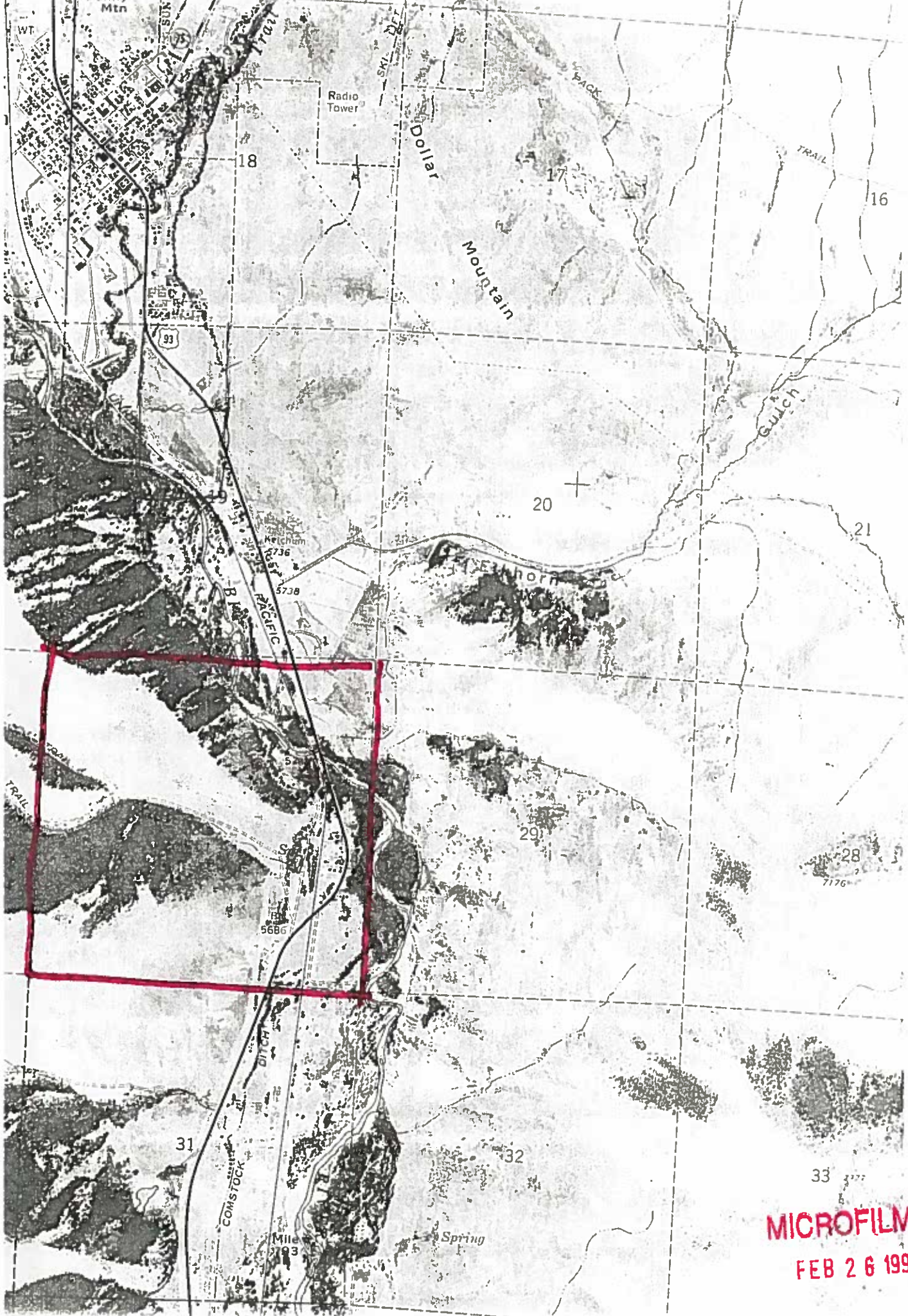
Notary Public Glen Allen

Residing at Rupert Idaho

My Commission Expires 8-11-91

Last Name _____ Ident No. _____

Copies With _____
MICROFILMED
FEB 26 1993



MICROFILMED
FEB 26 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

(208) 327-7900

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

JUL 31 1989

Department of Water Resources

March 24, 1989

Dorothy Jones Miller
1133 Westside Dr.
Rupert, ID 83350

A37-12806
C004438
date entry 7-7-89
Schueler
Smith
Dann 9-27-90

Claimant Initials: _____

Dear Claimant:

Your Notice of Claim to a Water Right filed for your Blaine County property is returned because some items were blank or incomplete. Your receipt # C004438 in the amount of \$ 25.00 for the filing fee is enclosed.

Another set of instructions is enclosed to assist you in completing the form along with an enclosure describing a deferral option now available to you. If you decide to continue the decree of your water right at the present time, please put the initials of your name in the space provided above and return the claim completed to the best of your ability to this office with this letter.

Before returning your claim you should read the enclosed information concerning the option of deferring filing domestic and/or stockwater claims. You are encouraged to complete the process of securing your water right to your property. The decision, however, is up to you.

If you choose to submit the claim please make the necessary corrections before MAY 1, 1989, to avoid being assessed a late filing fee. Should you choose to defer a determination of your water right until some time in the future, you do not need to complete the claim form. To obtain a refund of your filing fees if you choose the deferral option, please sign in the space provided below and return only this letter to the address shown above. Please do not hesitate to contact any office of the Department shown in the instructions if you have any questions or concerns.

Yours truly,

Donald V. Shaff
Manager, Adjudication Section

DVS:DSR3:AB:SP1
Enclosures

#A37-12806

I want to defer a determination of my water right and request a refund of the filing fees I have paid.

* Please complete items # 4, #5, #10, #13, & #15
is a map of the area for determining your correct
legal for items # 4 and #10.

MICROFILMED
FEB 26 1995

SD-183
INQUIRY

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION AUDIT INFORMATION SCREEN

DATE: 09/27/90
TIME: 15:51:10

WATER RIGHT NUMBER: A37-12806

FIRST PAGE

DATE-STAMP: 890202
890707
891003

USER-ID: BAUMHOFF
SCHULD
REFUNDML

(GOLD4=PREV SCREEN) (GOLD6=END OF DATA)
(GOLD5=NEXT SCREEN)

(ENTER=EXIT)
(GOLD8=CANCEL)

MICROFILMED

FEB 26 1993

PREFIX TRANSLATION: ADJUDICATION CLAIM

```
+-----+-----ADJUDICATION RIGHTS DATES AND FLAGS AREA-----+
```

PROOF
JAN 07 1992

"Verified By"
 Topo Map/Ortho-PQ
 ASCS Map
 Watermaster Records
 NAPP Photos
 Field Exam
 Other (See Remarks)
 County Records
 Witness Statement
 Project Records
 IDWR Records

VERIFIED
MAR 04 1992

CERTIFIED
JUL 16 1992
WATER EXAMINER

TL 2114