

**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 PALOUSE RIVER BASIN WATER
SYSTEM

CIVIL CASE NUMBER: 59576

RECEIVED

**AUG 02 2019
IDWR/NORTH**

Ident. Number: 87-11393
Date Received: 8/2/2019
Receipt No: N035298
Claim Fee: 25.00
Received By: DL

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day**

1. Name of Claimant(s)

AUDREY MERRILL
C/O JACK MERRILL
1015 E MOUNTAIN HOME RD
POTLATCH ID 83855

Phone: (208) 875-0321

2. Date of Priority: 8/20/1900

3. Source:

WEST FORK DEEP CREEK
WEST FORK DEEP CREEK

Trib. to:

DEEP CREEK
DEEP CREEK

4. Point of Diversion:

Township	Range	Section	$\frac{1}{4}$ of $\frac{1}{4}$ of $\frac{1}{4}$	Lot	County	Type
43N	05W	35	NW SW		LATAH	Beginning
43N	05W	35	SE SW		LATAH	Ending

5. Description of diverting works:

INSTREAM STOCKWATER. PARCEL NO. 43N05W356025
INSTREAM STOCKWATER. PARCEL NO. 43N05W356025

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.02		

7. Total Quantity Appropriated is:

0.02 C.F.S. and/or A.F.A.

8. Non-irrigation uses:

9. Place of use:

STOCKWATER within LATAH County

Township	Range	Section	¼	of	¼	Lot	Acres
43N	05W	35	NW		SW		
43N	05W	35	SW		SW		
43N	05W	35	SE		SW		

10. Do you own the property listed above as place of use? Yes

If your answer is no, describe in remarks below the authority you have to claim this water right.

11. Other Water Rights Used:

NONE

12. Remarks:

Priority Date Explanation:

13. Basis of Claim: Beneficial Use

14. 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 PALOUSE 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: 3

For Individuals:

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

Signature of Claimant(s): Jack Martin Merrill Date: 8-2-19

DURABLE POWER OF ATTORNEY
Under Idaho Code § 15-5-501

AUDREY JOAN MERRILL

KNOW ALL PERSONS by these presents, that I, AUDREY JOAN MERRILL, the undersigned, of Garfield WA, do hereby make, constitute, and appoint JACK MARTIN MERRILL, 1015 E. Mt. Home Road, Potlatch ID 83855 (208/875-0321), as my true and lawful agent for me and in my name, place, and stead and on my behalf and for my use and benefit in order to exercise the following powers.

If Jack is not available or becomes ineligible to act as my agent, or loses the mental capacity to make decisions for me, or if I revoke his appointment or authority to act as my agent, then I designate and appoint JOE HARDY MERRILL, 505 E. Bluff, Palouse WA 99161 (509/875-1382) to serve as my agent. If Joe is not available or becomes ineligible to act as my agent, or loses the mental capacity to make decisions for me, or if I revoke his appointment or authority to act as my agent, then I designate and appoint TREVA MERRILL BEEBE, 1035 Mt. Home Road, Potlatch ID 83855 (208/875-0287) to serve as my agent.

This is a "Durable" Power of Attorney as that term is defined in Section 15-5-501, Idaho Code. The power of attorney herein granted shall become effective upon the disability or incapacity of the principal, as defined in Idaho Code §15-5-101(a) and as determined by the principal's own personal physician, evidenced by a letter or an affidavit executed by the physician, and shall remain effective until death of principal or a change in the principal's capacity. Pursuant to the HIPAA release authority outlined below, I give to my agent the *immediate power* to request from my personal physician an assessment of my capacity and to receive said information, and I hereby give my permission to my physician to release that assessment to my agent, waiving any confidentiality claim which I might otherwise raise in regard to the release of that information. It is the specific intent of the principal that the authority conferred herein shall be exercisable notwithstanding the principal's subsequent disability or incapacity. All acts done by the attorney in fact during any period of disability or incapacity of the undersigned principal shall have the same effect and bind the principal and his successors in interest as if the principal were competent and not disabled.

1. General Powers: To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform in connection with, arising from or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever;

I grant to said agent full power and authority to do, take and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said agent, or that person's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

2. Medical Powers. I hereby grant to my agent full power and authority to make health care decisions for me to the same extent that I could make such decisions for myself if I had the capacity to do so.

HIPAA Release Authority: My agent shall be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160 through 164. I authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc. or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition, including all information relating to the diagnosis of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse. The authority given my agent shall supersede any other agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

My agent has the power and authority to do all of the following:

- a. Authorize and consent to medical, dental and psychological health care and treatment of any kind or nature whatsoever as my attorney in fact deems necessary to maintain or improve my health or comfort, including minor or major surgery.
 - b. Request, review and receive any information, oral or written, regarding my physical or mental health including, but not limited to, medical and hospital records and execute on my behalf any release or other documents that may be required in order to obtain this information.
 - c. Consent to the disclosure of this information.
 - d. Execute on my behalf all of the following:
 - (1). Document titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice."
 - (2). Any necessary waiver or release from liability required by a hospital or physician.
 - (3). Any papers committing me to the care of a hospital or treatment facility for purposes of diagnosis and/or treatment.
3. Personal and Real Property Powers:
- a. To request, ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, choses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever liquidated or unliquidated, as now are, or shall hereafter become, owned by, or due, owing, payable, or belonging to me or in which I have or may hereafter acquire interest, to have, use and take all lawful means and equitable and legal remedies, procedures, and writs in my name and for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for me, on my behalf, and in my name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same;
 - b. To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest thereon, on such terms and conditions, and under such covenants, as said agent shall deem proper;

- c. To maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgage, subject to deeds of trust and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me, in my behalf, and in my name and under such terms and conditions, and under such covenants, as said agent shall deem proper;
- d. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf, and in my name;
- e. To make, receive, sign, endorse, execute, acknowledge, deliver and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit or banks, savings and loan or other institutions or associations, proofs of loss, evidence of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.
4. Safe Deposit Box: To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box; and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.
5. Medicaid: I further specifically authorize said agent to execute on my behalf any documents that may be required to establish my eligibility for medical assistance under the Medicaid program or under any program that replaces or complements, in part or in whole, the Medicaid program, including the power to enter into a "Miller" or "Medigap" Trust in order that I can meet the income qualifications for any government programs including Medicaid.
6. Gifting: a) The power to gift to both charitable organizations and individuals where there exists a history of making or joining in the making of lifetime gifts. b) I specifically authorize the agent(s) appointed under this durable power of attorney, the right to exercise total withdrawal power, during my life, in a manner that reflects the ultimate distribution of my estate as provided by my Last Will and Testament or other testamentary documents. I do not prohibit such self-dealing, and do not consider it a breach of fiduciary duty, because my goal is to take advantage of all state and federal assistance programs, as allowed by state and federal law.
7. Effective Dates of Power: The rights, powers, and authority of said agent herein granted shall commence and be in full force and effect on the date below written, and such rights, powers, and authority shall remain in full force and effect thereafter until rescinded by the principal in writing, or upon the death of the principal.
8. Other Powers: With this provision, I provide every proper power necessary to carry out the purpose for which this power is granted, with full power of substitution and revocation, hereby ratifying and affirming that which my agent shall lawfully do or cause to be done by himself or herself by virtue of the power herein conferred.

9. Revoke Prior Powers: I hereby revoke any Powers of Attorney that I have previously signed.

10. Appointment of Conservator: In the event it becomes necessary to have a conservator appointed to control the assets of my estate, even though I have this power of attorney, I nominate the persons who are appointed as my Personal Representative in my Last Will and Testament in the priority that they have been appointed to be my conservator, and if I have no such Last Will and Testament in place, then the individuals I have listed in this power in order of priority as their names are listed.

11. Headings: The underlined paragraph headings are for convenience only and are not a part of this document and shall not be used in interpreting or construing this Durable Power of Attorney.

DATED this 17 day of July, 2009.

Audrey Joan Merrill
AUDREY JOAN MERRILL

STATE OF IDAHO)
 : ss.
County of Latah)

On this 17 day of July, 2009, before me personally appeared AUDREY JOAN MERRILL, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Anne Dwelle
Notary Public for Idaho
My commission expires: 5/12/2013



RETURN ADDRESS

JOE MERRILL
505 EAST BLUFF ST
PALOUSE, WA 99161

Document Title: Durable Power of Attorney

GRANTOR: Walter Max Merrill

GRANTEE: Joe Hardy Merrill

DURABLE POWER OF ATTORNEY

OF

WALTER MAX MERRILL

I, WALTER MAX MERRILL, a resident of the State of Washington, hereby appoint my son JOE HARDY MERRILL, as my true and lawful attorney-in-fact, pursuant to the authority set forth in RCW Chapter 11.94. If, for any reason, the a forenamed attorney-in-fact becomes unable or unwilling to so act, then I hereby designate and appoint my son, JACK MARTIN MERRILL, as alternate attorney-in-fact for me, with all the rights, powers and duties as set forth above. If, for any reason, the a forenamed attorney-in-fact becomes unable or unwilling to so act, then I hereby designate and appoint my daughter, TREV A COLEEN MERRILL BEEBE, as alternate attorney-in-fact for me, with all the rights, powers and duties as set forth above. This Durable Power of Attorney shall become effective upon the execution of this document and continues to be effective should I become disabled. I hereby authorize my attorney-in-fact to act for me and in my name, place and stead, and for my use and benefit, and to do all acts concerning my property and any interest therein, both real and personal property, and whether held by me outright or as community property, or jointly or as tenant in common with any other party or parties, including my attorney-in-fact, upon such terms, conditions and considerations as my attorney-in-fact shall deem proper and advisable, as fully and effectually as I could do if personally present and acting, including, but not limited to, the following matters:

A. REAL PROPERTY TRANSACTIONS

1. To buy, contract to buy, lease or rent for any term, real estate or any options or interests therein.
2. To sell, contract to sell, mortgage, encumber, exchange, lease, rent or otherwise dispose of any real estate in which I now have an interest or in which I may hereafter acquire an interest.

Walter Max Merrill
DURABLE POWER OF ATTORNEY

3. To manage, utilize, conserve, demolish, repair, rebuild or improve any real estate, or structure on real estate, *owned* or claimed to be owned by me in whole or in part.
4. To protect the same by action, proceeding or otherwise, including, but not limited to, the recovery of possession and removal of tenants or other persons.

B. BANKING TRANSACTIONS

1. To deposit in or withdraw from any bank, savings and loan association, trust company or other financial institution any funds, checks, certificates of deposit or other credits which I now own or subsequently may have on deposit or to which I may be entitled.
2. To endorse, cash and receive the proceeds of any checks, vouchers, certificates of deposit or other instrument for the payment of money.
3. To receive statements, vouchers, notices or the documents of any bank or financial institution concerning any and all accounts or banking transactions in my name or in which I may have an interest.
4. To have access for all purposes to any and all safety deposit boxes or vaults rented in my name or the name of any other person or persons and myself, with full power to use the same for safekeeping any property or papers, and to remove at any time, or from time to time, all or any part of the contents of such box or vault.
5. To borrow money or to execute in my name any instrument evidencing indebtedness incurred in my behalf and to give security therefore, and to extend and renew any indebtedness so incurred or which I shall have incurred or for the payment of which I may in anyway be liable.

C. INVESTMENT TRANSACTIONS

1. To purchase, sell, exchange or otherwise carry on transactions concerning any shares of stock, bonds, securities and other investments.
2. To act as my attorney or proxy with respect to any shares of stock, bonds or other investments I may now hold or subsequently acquire.
3. To carry on transactions concerning any account, including margin accounts, I may have with any security broker.

D. REGARDING THE PERSON OF THE PRINCIPAL

1. Powers Regarding the Person of the Principal: The attorney-in-fact shall have the authority regarding the person of the principal to make all decisions that a court appointed guardian of the person would have authority to make under the laws of the State of Washington, including, but not limited to, the authority to provide informed consent for health care decisions as authorized by RCW 7.70.065, including consent to operations and other medical treatment, withdrawal of life support, the choice of living

accommodations for the principal, if necessary, to hire professional help and consultants, and to pay all necessary and reasonable expenses incurred in relation to the broad authority herein given.

2. Appointment of Guardian: In the event that a guardian of the person or estate, or both, shall be required for the principal, the principal hereby nominates the attorney-in-fact as his guardian and encourages the court petitioned to refuse any appointment made by any other person, be that person petitioning a member of principal's family or not, in favor of the attorney-in-fact.

E. MISCELLANEOUS

1. To execute and file income and other tax returns and declarations of estimated tax required to be made by me and to make such elections and execute such consents as my attorney-in-fact deems proper.

2. To transfer any and all of my assets to any revocable or irrevocable inter vivos trust or trusts created by me, whether or not such trusts are now in existence.

3. To sign, seal, execute, acknowledge and deliver any and all instruments in writing of any kind necessary and convenient, containing such terms and conditions and such warranties and covenants, if any, as may be necessary to accomplish any of the powers granted to my attorney-in-fact.

4. To modify, reform, renegotiate or rescind any contract or obligation made before this time or subsequently by me or in my behalf.

5. To procure insurance coverage for any and all insurable risks, in such amounts and for such coverages as my attorney-in-fact shall deem necessary and appropriate.

F. GENERAL PROVISIONS

1. I give to my attorney-in-fact power of substitution, hereby empowering my attorney-in-fact to delegate all or any part of the powers hereby conferred to one or more substitute attorney-in-fact upon such terms and conditions as my attorney-in-fact may specify.

2. All business transacted for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my attorney-in-fact for the purpose of carrying out any of these powers shall contain my name, followed by that of my attorney-in-fact in the designation "attorney-in-fact."

3. I hereby ratify and confirm all lawful acts done or caused to be done by my attorney-in-fact and any substitute attorney-in-fact pursuant to this Power of Attorney.

4. I direct that this Power of Attorney shall continue in effect unless and until expressly terminated by me.

5. If the authority of this Power of Attorney shall be revoked or terminated by me, I agree for myself, and my personal representative, administrator and assigns, in consideration of the willingness of my attorney-in-fact to act pursuant to this Power of Attorney, to save and hold my attorney-in-fact harmless from any loss suffered or liability incurred by my attorney-in-fact in so acting in good faith after such revocation or termination without notice.

G. EFFECTIVE DATE

This Durable Power of Attorney shall become effective upon the execution of this document and continues to be effective should I become disabled. This power of attorney to a spouse is deemed to be revoked by the filing of a petition for dissolution or a legal separation by either the principal or the attorney-in-fact.

This instrument was executed by me on 21 day of April, 2016.

Walter Max Merrill
Walter Max Merrill, Principal

State Idaho
County of Latah

I certify that I know or have satisfactory evidence that WALTER MAX MERRILL is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Jill Graves
Notary Signature

Jill Graves
Printed Name

DATED this 21 day of April, 2016

Notary Public in the state of Idaho residing at Moscow

My appointment expires 03-26-22

Notary Seal



