

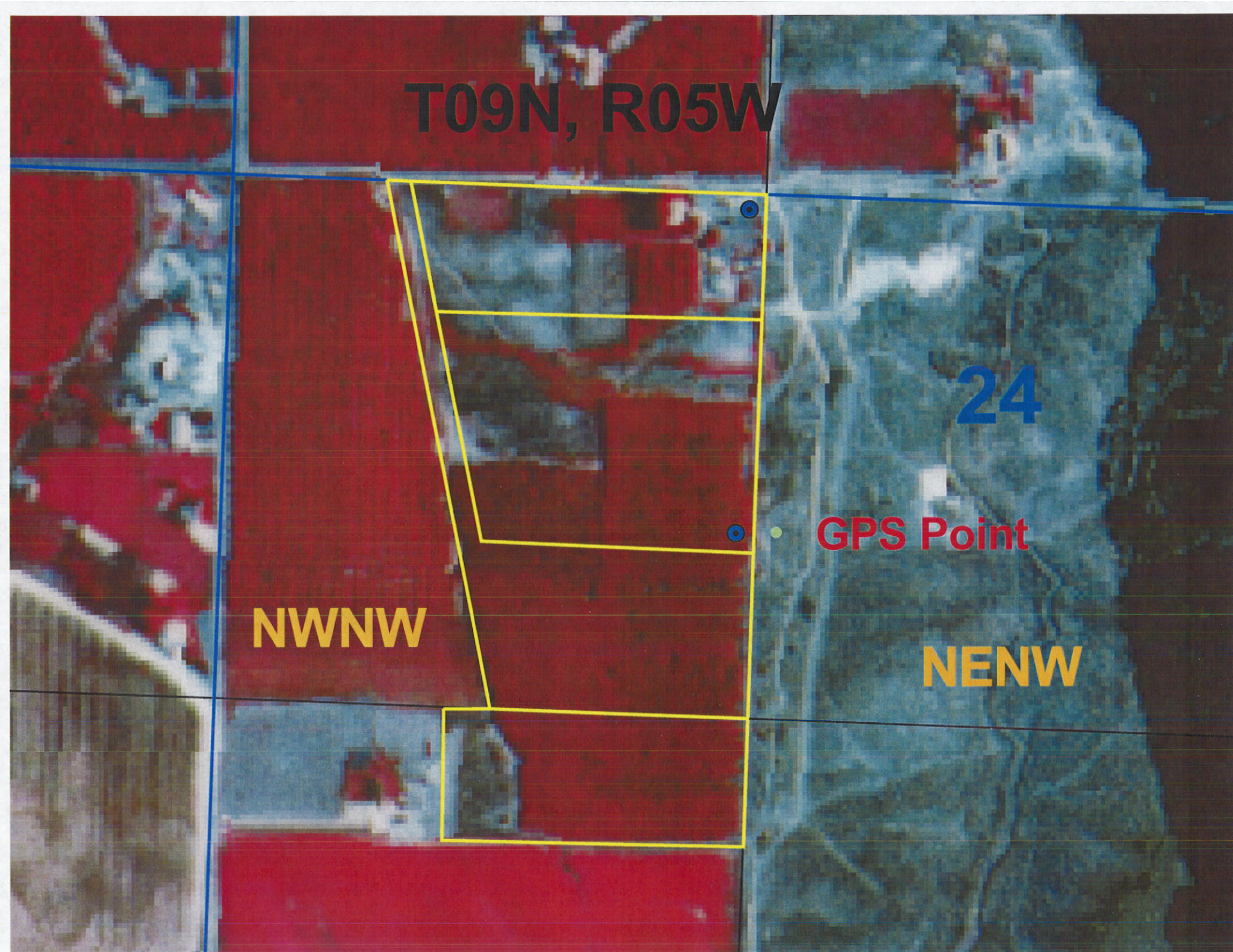
T09N, R05W

24

GPS Point

NWNW

NENW





332'

286'

2.0 acres

300'

284.85'

24

NW

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: A65-02491A
Date Received: 4/10/1990
Receipt No: X777777
Received By: _____

**COPY FOR
YOUR FILES**

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

**COPY FOR
YOUR FILES**

1. Name: ROSE L KROULEK
Address: 2674 NE 19TH AVE
PAYETTE ID

208-642-2704

83661-5042

2. Date of Priority: FEB 19, 1948

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
09N	05W	24	NW	NW	NW		PAYETTE

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.050		

7. Total Quantity Appropriated is:
0.050 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
09N	05W	24	NW	NW		IRR	5.0
						Section Acres	5.0
						Total Acres	5.0

11. Place of use in counties: PAYETTE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT WHEN COMBINED WITH RIGHT 65-7178 SHALL PROVIDE NO
MORE THAN .02 CFS/ACRE.

THIS CLAIM IS A SPLIT OF A65-02491.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 1/21/1986

STATE OF IDAHO

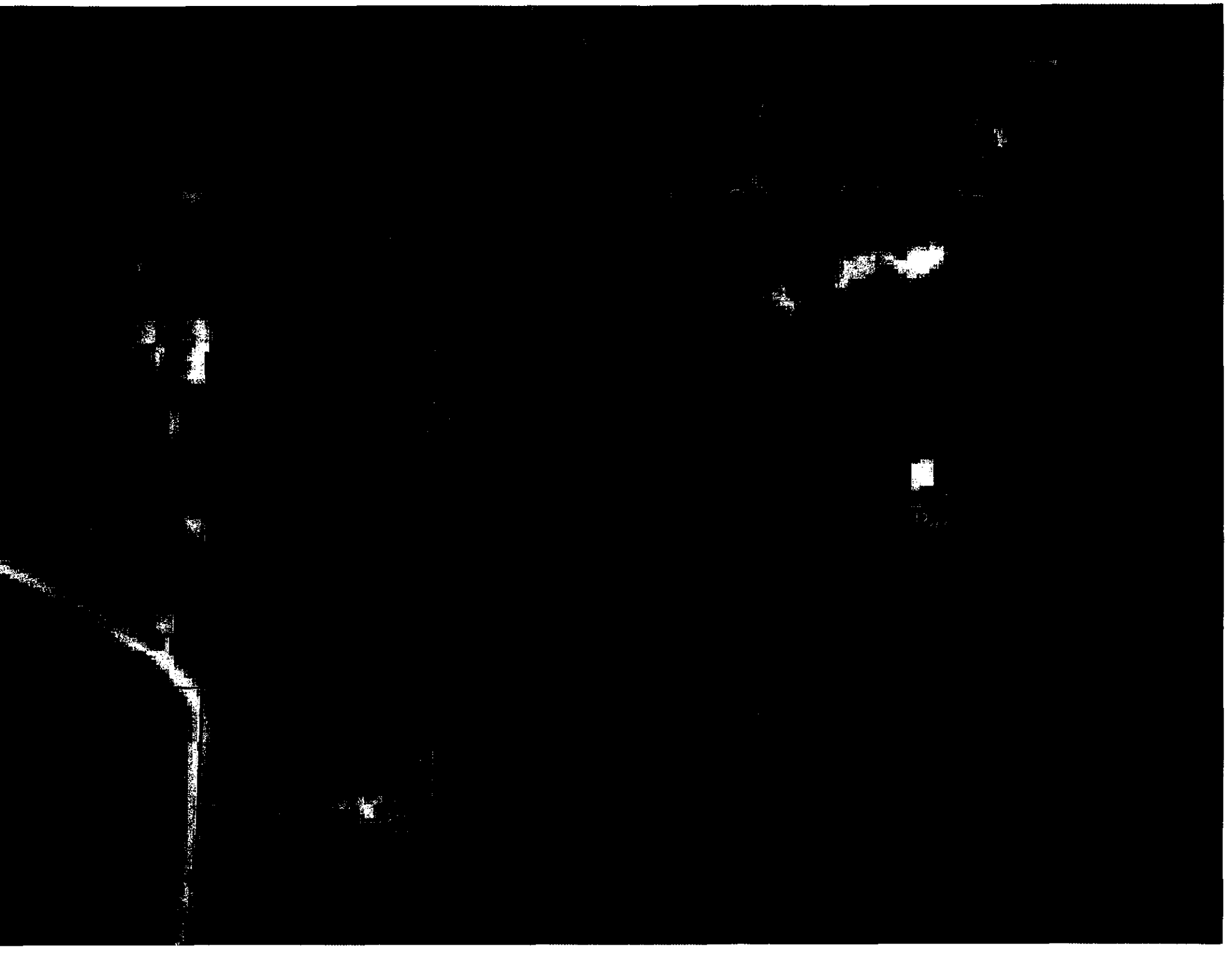
Decree Plaintiff

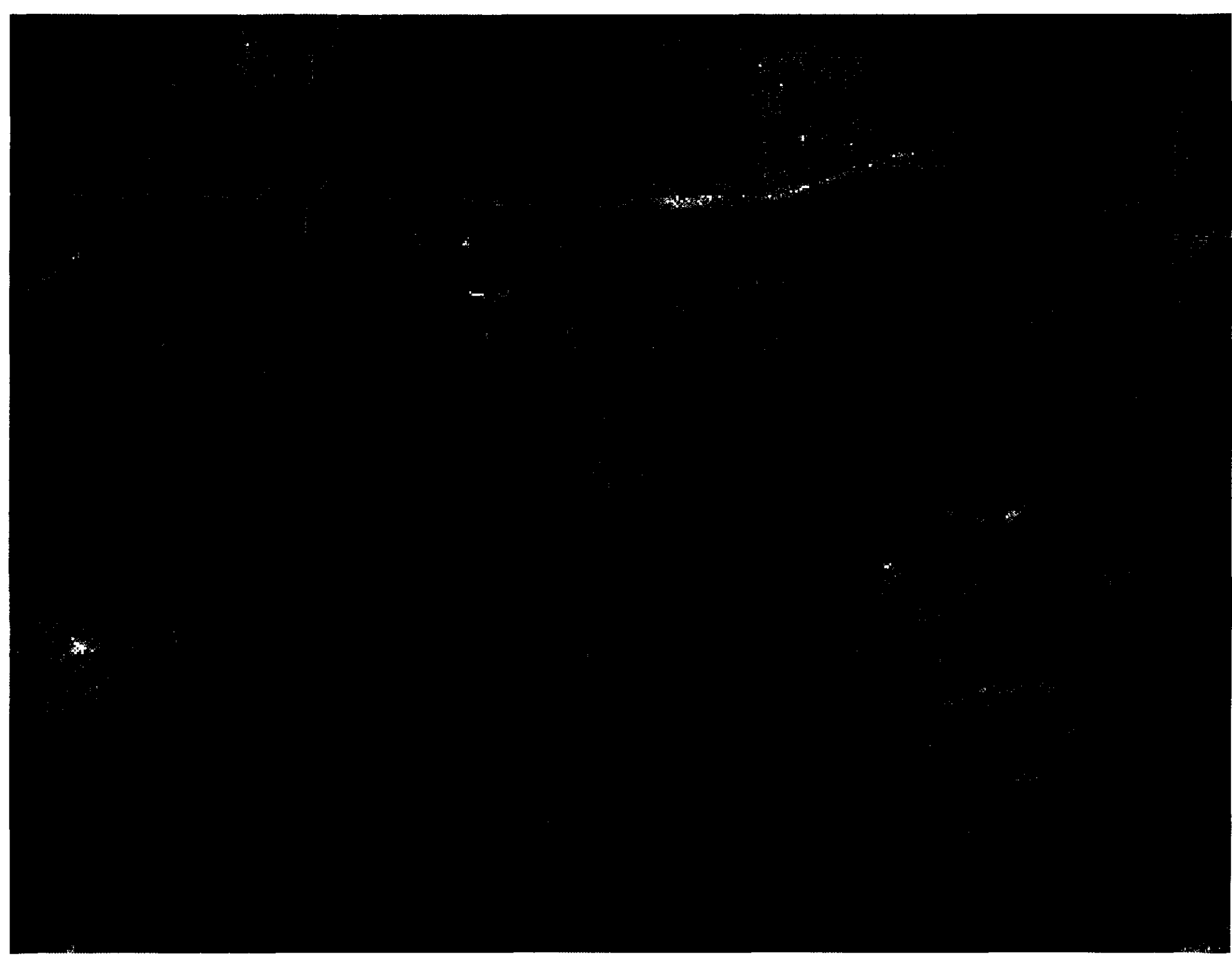
A & C CORP., ET AL.

vs

Decree Defendant

Fig. 1





05/16/2001

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-22430

NAME AND ADDRESS: ROSE L KROULEK
2674 NE 19TH AVE
PAYETTE, ID 836615042

SOURCE: GROUND WATER

QUANTITY: 0.03 CFS

PRIORITY DATE: 02/19/1948

POINT OF DIVERSION:	T09N R05W S24	NENW	Within PAYETTE County
	T09N R05W S24	NWNW	Within PAYETTE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03-15 11-15	0.03 CFS

PLACE OF USE:

IRRIGATION Within PAYETTE County
T09N R05W S24 NWNW 3

3 ACRES TOTAL

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL
PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS
OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER
RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT
AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL
UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

**RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF
DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.**

**This right is the result of a split due to change in ownership for a portion
of 65-02491A. DB 5/16/2001**

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

RECEIVED**APR 25 2001****WATER RESOURCES
WESTERN REGION**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	65-2491	☒ Ayes			

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. N/A
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former
Owner/Claimant(s)

Rose L Krouten2641 NE 19th Ave Payette ID 83661

4. New Owner/Claimant(s)

Nick + Suzanne KordichName Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

1302 1st Ave S

City, State and ZIP Code

Payette ID 83661

New Telephone Number

208 642-3542

5. Date you acquired the property

5-23-00

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>65-2491 A</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>.02</u>	<u>(2000 acres)</u>
Stock		
Domestic		
Other		
Total	<u>.02</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s) Suzanne K. Kralik
(include title if applicable) Julia K. Kralik

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

Split tree #65-02491A

#65-02491A N/O Rose L. Kroulek

DR: .05 cfs

POD: 9N, 5W, S24, NWNW, NENW

POU: 9N, 5W, S24, NWNW - 5ac.

#65-02430 N/O Rose L. Kroulek

DR: .03 cfs

POD: 9N, 5W, S24, NENW, NWNW

POU: 9N, 5W, S24, NWNW - 3ac

#65-02431

N/O Nicholas P. Suzanne P. Rardin

DR: .02 cfs

POD: 9N, 5W, S24, NENW, NWNW

POU: " " " " NWNW - 2ac.

ALLIANCE

TITLE & ESCROW CORP.

To: **Nicholas P. & Suzanne M. Kordich**
1302 1st Avenue
Payette, ID 83661

Order No.: **4060000277**
Date: **July 26, 2000**
Reference: **Kordich**
Loan No.:

Attention:

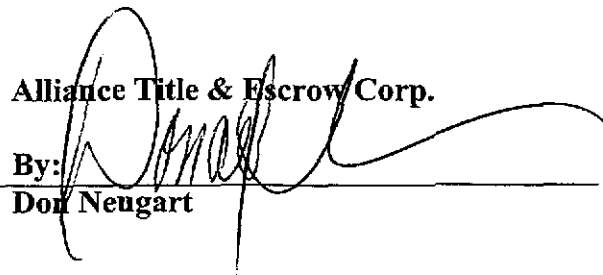
Deliver By _____

In connection with the above transaction, we enclose:

- X **Policy of Title Insurance – 13 0052 106 00000689**
- X **Recorded Warranty Deed - 288799**

Thank you for giving us the opportunity of serving you.

Alliance Title & Escrow Corp.

By: 

Don Neugart

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

13 0052 106 00000689

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
ALLIANCE TITLE & ESCROW
34 SOUTH MAIN STREET
PAYETTE, IDAHO 83661
(208) 642-2821

CHICAGO TITLE INSURANCE COMPANY
By:


President



By:

Secretary

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

288799

STATE OF IDAHO } SS
County of Payette

WARRANTY DEED

Order No.:4060000277

I hereby certify that this instrument
was filed for record at the request of
ALLIANCE TITLE & ESCROW CORP.

FOR VALUE RECEIVED

William Kroulek and Rose L. Kroulek, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Nicholas P. Kordich and Suzanne M. Kordich, Husband and Wife

whose current address is

1302 1st Ave. Payette, ID 83661

Time 3:50 pmDate July 21, 2000Instrument # 288799 - Seeds

LAURA L. STIGILE

By [Signature]

Deputy

Fee \$30

the grantee(s), the following described premises, in Payette County, Idaho, TO WIT:

A parcel of land situated in the NW1/4NW1/4 of Sec. 24, Twp. 9 N., R. 5 W., B.M., Payette County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section; thence N. 89°51'34" E., 523.82 feet, along the North line of said Section; thence S. 08°27'23" E., 17.35 feet to the True Point of Beginning of the parcel hereinafter described; thence along a curve to the left, having a radius of 60 feet, a long chord bearing N. 81°32'37" E., 118.74 feet, an arc distance of 170.88 feet, to a point on the North line of said Sec. 24; thence N. 89°51'34" E., 213.19 feet along said North line; thence S. 00°43'02" W., 300.03 feet; thence N. 89°51'34" W., 284.85 feet; thence N. 08°27'23" W., 285.83 feet to the point of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: July 21, 2000Rose L. Kroulek
Rose L. KroulekWilliam Kroulek
William Kroulek

OWNER POLICY

SCHEDULE A

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
4060000277	13 0052 106 00000689	July 21, 2000 At 3:52PM	35,000.00	297.50

1. Name of Insured:

Nicholas P. Kordich and Suzanne M. Kordich

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

Nicholas P. Kordich and Suzanne M. Kordich, Husband and Wife

4. The land referred to in this policy is described as follows:

A parcel of land situated in the NW1/4NW1/4 of Sec. 24, Twp. 9 N., R. 5 W., B.M., Payette County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section; thence N. 89°51'34" E., 523.82 feet, along the North line of said Section; thence S. 08°27'23" E., 17.35 feet to the True Point of Beginning of the parcel hereinafter described; thence along a curve to the left, having a radius of 60 feet, a long chord bearing N. 81°32'37" E., 118.74 feet, an arc distance of 170.88 feet, to a point on the North line of said Sec. 24; thence N. 89°51'34" E., 213.19 feet along said North line; thence S. 00°43'02" W., 300.03 feet; thence N. 89°51'34" W., 284.85 feet; thence N. 08°27'23" W., 285.83 feet to the point of beginning.

END OF SCHEDULE A

OWNER POLICY

Order No: 4060000277

Policy No: 13 0052 106 00000689

SCHEDULE B PART I

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

- A. Rights or claims of parties in possession not shown by the public records.
- B. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
- C. Easements, or claims of easement, not shown by the public records.
- D. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- E. Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- F. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

SCHEDULE B PART II

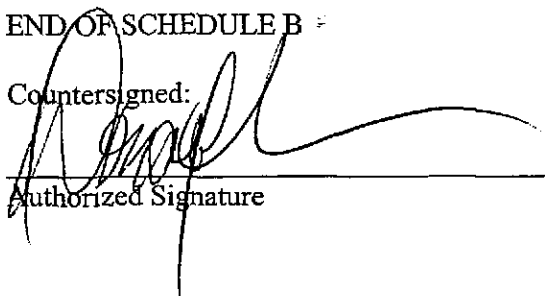
Special Exceptions:

- 1. Taxes, including any assessments collected therewith, for the year 2000 which are a lien not yet payable.
- 2. Well Agreement, including the terms and provisions thereof, between Rose Kroulek, a married person dealing with her sole and separate property, and Randy Snyder and Gladys Snyder, husband and wife, recorded September 19, 1997, as instrument no. 269961, and re-recorded September 24, 1997, as instrument no. 270043 of Official Records of Payette County, Idaho.
- 3. Easements, reservations and dedications, as shown on survey recorded March 13, 2000, as instrument no. 286605 of Official Records of Payette County, Idaho.

4. Well Agreement, including the terms and provisions thereof, between Rose Kroulek, a married person dealing with her sole and separate property, and Nicholas P. Kordich and Suzanne M. Kordich, husband and wife, recorded July 21, 2000, as Instrument No. 288800 of Official Records of Payette County, Idaho.

END OF SCHEDULE B

Countersigned:


Authorized Signature

05/07/2001

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-2491A

NAME AND ADDRESS: ROSE L KROULEK
2674 NE 19TH AVE
PAYETTE, ID 836615042

SOURCE: GROUND WATER

QUANTITY: 0.05 CFS

PRIORITY DATE: 02/19/1948

POINT OF DIVERSION: T09N R05W S24 NENW Within PAYETTE County
T09N R05W S24 NWNW Within PAYETTE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03-15 11-15	0.05 CFS

PLACE OF USE:

IRRIGATION Within PAYETTE County
T09N R05W S24 NWNW 5

5 ACRES TOTAL

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE
EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE
ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER
THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6),
IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

May 16, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

ROSE L KROULEK
2674 NE 19TH AVE
PAYETTE ID 83661-5042

Re: Original Notice of Claim to a Water Right No. 65-02491A

Renumbered to Notice of Claim to a Water Right No. 65-22430

Dear Claimant(s):

We have received and processed a Change of Ownership for a portion of your original Claim to a Water Right Number as referenced above. This change of ownership resulted in a split of your original claim.

When a portion of the original water right claim has been conveyed to another and the original right has been split, then the original claim number is renumbered by adding alpha suffixes to represent each split. Each split contains only the portion of the original right for each separate owner. The above referenced new claim number reflects your remaining portion of the original claim after the change of ownership. Enclosed is a copy of this new claim for your records. Please refer to your new claim number when corresponding with our office. Also enclosed is a copy of the original claim for your reference.

If you have any questions concerning this ownership change, or the enclosed claim copy, please feel free to contact this office.

Sincerely,

Denise Buffington
Office Specialist I
Adjudication Section
Western Region Office

DB:db

Enclosure