

03/22/2006

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

RIGHT NUMBER: 78-10006

NAME AND ADDRESS: JESSICA SALAS
PO BOX 182
POLLOCK ID 83549

SOURCE: SPRING

TRIBUTARY: SINKS

QUANTITY: 0.010 CFS

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

Right Nos. 78-10006 and 78-12163 are limited to a total combined diversion
rate of 0.01 cfs. 78-10006 is for 2/3 of the water from the spring and
78-12163 is for 1/3 of the water from the spring.

PRIORITY DATE: 04/01/1965

POINT OF DIVERSION:

T22N R01E S16 NWNESE Within ADAMS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	1/01 12/31	0.010 CFS

PLACE OF USE: DOMESTIC Within ADAMS County

T22N R01E S16 NESE

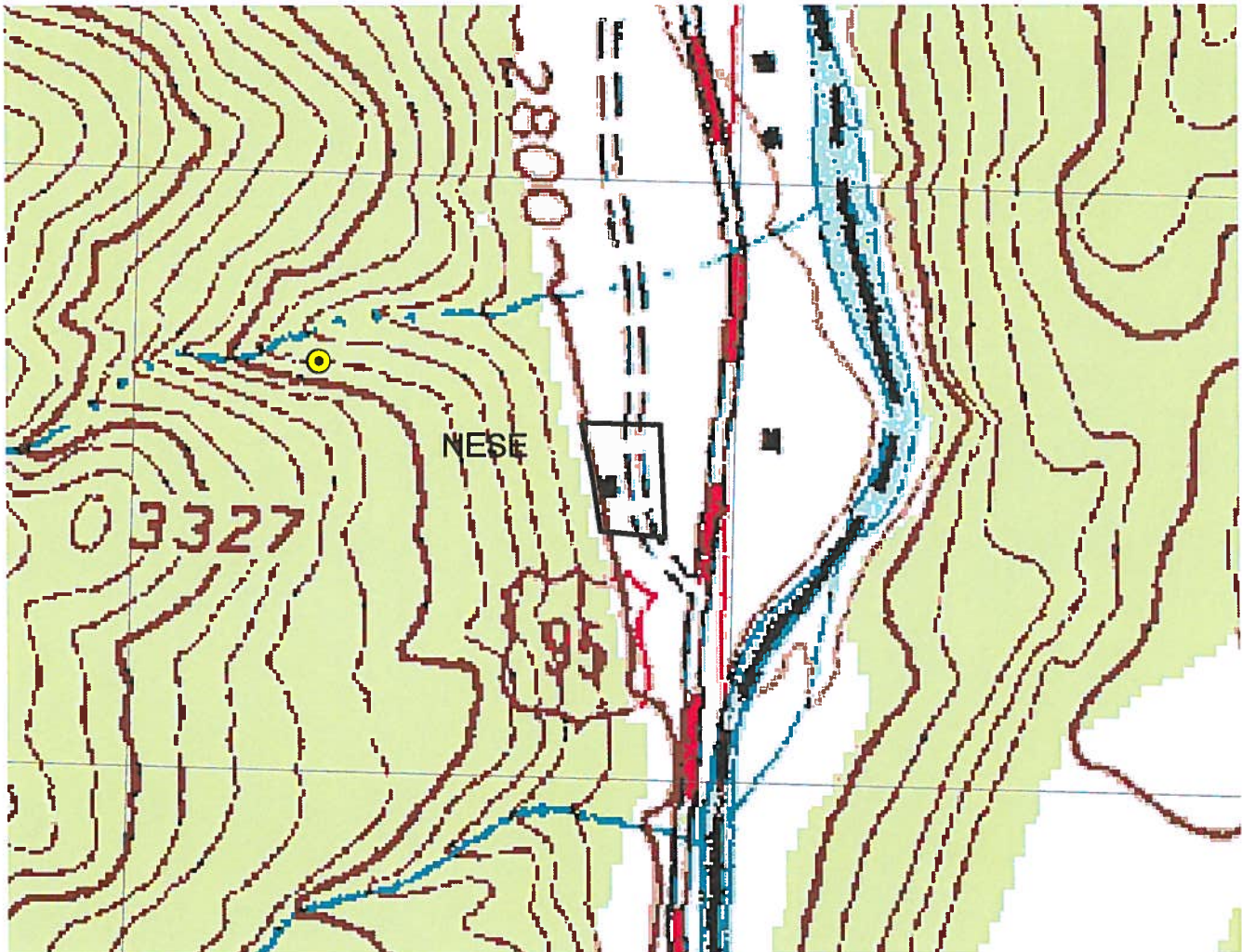
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

78-10006



0 300 600 Feet

Section 16
T22N R1E



● Point of Diversion

□ Place of Use

Map prepared on March 22, 2006
By Kenneth Knoblock
Idaho Department of Water Resources



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 1910 Northwest Blvd. Suite 210, Coeur d'Alene, Idaho 83814-2615

Phone: (208) 769-1450

Fax: (208) 769-1454

Web Site: www.idwr.idaho.gov

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 22, 2006

Jessica Salas
Box 182
Pollock, ID 83549

RE: 78-10006

Dear Ms. Salas:

Enclosed is a copy of our recommendation for the domestic use from the spring as described in the January 1991 warranty deed.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Kenneth Knoblock', is written over a light blue horizontal line.

Kenneth Knoblock
Water Resources Agent



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 1910 Northwest Blvd. Suite 210, Coeur d'Alene, Idaho 83814-2615

Phone: (208) 769-1450

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DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 23, 2006

George & Rosalie Krivda
5525 Hwy 95
New Meadows, ID 83654

RE: 78-10006

Dear Mr. & Mrs. Krivda:

We have reviewed your Notice of Change of Water Right Ownership and Warranty Deeds of January 1991 and September 1994 regarding the spring that is located in NESE Section 16, Township 22N Range 1E. The warranty deeds show that interest in the spring was transferred to Jessica Salas and Wesley Henske. There is nothing in the warranty deeds that show you have any right to the water described in 78-10006.

If you have any questions feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kenneth Knoblock', is written over a horizontal line.

Kenneth Knoblock
Water Resources Agent

Knoblock, Ken

From: Fritschle, Carter
Sent: Tuesday, March 21, 2006 1:17 PM
To: Knoblock, Ken
Subject: RE: 78-10006

78-10006 and 78-12163 are limited to 0.01 cfs
78-10006 is for 2/3 of the water from the spring and 78-12163 is for 1/3 of the water from the spring.

-----Original Message-----

From: Knoblock, Ken
Sent: Tuesday, March 21, 2006 12:59 PM
To: Fritschle, Carter
Subject: 78-10006

Attached are copies of warranty deeds. The spring is in question. Salas want to file on the spring. Krivda filed 78-1006. I have sent the paperwork and we could talk about it after my lunch break.

ken

<< File: 20060321120222212.pdf >>



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 1910 Northwest Blvd. Suite 210, Coeur d'Alene, Idaho 83814-2615

Phone: (208) 769-1450

Fax: (208) 769-1454

Web Site: www.idwr.idaho.gov

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 23, 2006

George & Rosalie Krivda
5525 Hwy 95
New Meadows, ID 83654

RE: 78-10006

Dear Mr. & Mrs. Krivda:

We have reviewed your Notice of Change of Water Right Ownership and Warranty Deeds of January 1991 and September 1994 regarding the spring that is located in NESE Section 16, Township 22N Range 1E. The warranty deeds show that interest in the spring was transferred to Jessica Salas and Wesley Henske. There is nothing in the warranty deeds that show you have any right to the water described in 78-10006.

If you have any questions feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Knoblock', is written over a horizontal line.

Kenneth Knoblock
Water Resources Agent

WARRANTY DEED

For Value Received

DONALD S. BROWN and LAVETA O. BROWN, husband and wife
the Grantors, do hereby grant, bargain, sell and convey unto

GEORGE KRIVDA and ROSALIE KRIVDA, husband and wife
the grantees, whose current address is 15535 Romar St., Mission Hills, CA 91345
the following described premises, to-wit:

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 16: A parcel in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

Commencing at a point on the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, said
point being the intersection of the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$
with the Westerly right of way boundary of U.S. Highway 95, as
established and located on or before November 6, 1967, pursuant
to Highway Survey FAP 9-C(2);

thence Northerly 125 feet on and along the said Westerly right
of way boundary to a point, the PLACE OF BEGINNING, said point
being further described as the NE corner of the Wolford parcel;

thence West 300 feet, parallel to the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$
to a point;

thence due North 405 feet to a point;

thence Easterly 300 feet, more or less, parallel to the South
line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to the Westerly right of way boundary of
U.S. Highway 95;

thence Southerly along the said Westerly right of way boundary
to the POINT AND PLACE OF BEGINNING.

EXCEPTING the right of way of U.S. Highway 95.

TOGETHER with irrigation water of 0.030 C.F.S. or 3 acre ft. per annum, from
unnamed creek, ID#A78-02064 (6-9-60), together with an access and maintenance
easement across grantors property to the source.

RESERVING a 20 foot wide easement for existing pipe line from domestic spring as per attached Exhibit.

ALSO RESERVING unto the grantors a 25 foot wide joint access across the existing approach from U.S. Highway 95 to a point on the North boundary of the parcel, as per attached exhibit.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owner in fee simple of said premises; that said premises are free from all encumbrances except easements of record, and that they will warrant and defend the same from all lawful claims whatsoever.

Dated this _____ day of January, 1991.

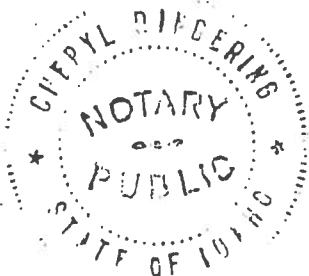
Donald S. Brown
Donald S. Brown

Laveta O. Brown
Laveta O. Brown

STATE OF IDAHO, County of Adams

On this 16th day of January, 1991, before me, a notary public in and for said State, personally appeared Donald S. Brown and Laveta O. Brown, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and seal.



[Signature]
Notary Public for Idaho
Residing at Fruitvale
Commission Expires: 7/93

RECORDED AT THE REQUEST OF: Don & Laveta Brown
PLEASE MAIL RECORDED DOCUMENT TO: Jessica Salas

WARRANTY DEED

For Value Received

The Grantors,
DONALD S. BROWN and LAVETA O. BROWN, husband and wife

do hereby grant, bargain, sell and convey unto

The Grantee,
JESSICA Y. SALAS, a single woman

whose current address is Box 1174, Riggins, ID 83549

the following described premises to wit:

See Schedule C

TOGETHER with an undivided 2/3 interest in the spring water, ID#A78-10006,
and an undivided 1/4 interest in the creek water, ID#A78-02064, as filed on
in the Snake River Basin Water Adjudication Case #39576, Idaho Fifth
Judicial District, Twin Falls County, together with proportionate ditch and
ditch rights, if any, appurtenant thereto or in anywise appurtenanting.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the
said Grantee, her heirs and assigns forever. And the said Grantors do
hereby covenant to and with the said Grantee, that they are the owner in
fee simple of said premises; that said premises are free from all
encumbrances except easements and reservations existing and/or
of record, and that they will warrant and defend the same from all lawful
claims whatsoever.

Dated this 31st day of October, 1991.

X Donald S. Brown
Donald S. Brown

X Laveta O. Brown
Laveta O. Brown

STATE OF IDAHO, County of Adams

On this 31 day of October, 1991, before me, a notary public in and
for said State, personally appeared Donald S. Brown and Laveta O. Brown,
known or proven to me to be the persons whose names are subscribed to the
within instrument and acknowledged to me that they executed the same as
their free and voluntary act.

WITNESS my hand and seal.

81153

INSTRUMENT NO. _____

State of Idaho }
County of Adams } ss.

Filed for record at the request of
Adams County Title Co.

30 min. past 3 o'clock P.M.

this 1 day of November, 1991

Bk 43M of Deeds PG. 489

MICHAEL FISK, RECORDER

Notary Public for Idaho
Residing at East Id
Commission Expires Jan 6, 1994

SCANNED

JAN 10 2006

INSTRUMENT NO. 86683

QUITCLAIM DEED

COPY

RECEIVED
NOV 08 1994
Department of Water Resources

For Value Received DONALD S. BROWN and MURIEL L. BROWN, husband and wife

do hereby convey, release, remise and forever quitclaim unto
WESLEY HENSKE and DORIS HENSKE, husband and wife

whose current address is 8357 Bloomfield, Boise, ID 83704

the following described premises, to-wit:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF.

together with their appurtenances.

Dated: SEPTEMBER 9, 1994

Donald S. Brown
DONALD S. BROWN
Donald

Muriel L. Brown
MURIEL L. BROWN

INSTRUMENT NO. 86683

State of Idaho)
County of Adams) ss.

Filed for record at the request of
Timberline Title & Escrow

30 min. past 3 o'clock P.M.
this 21st day of Sept, 1994

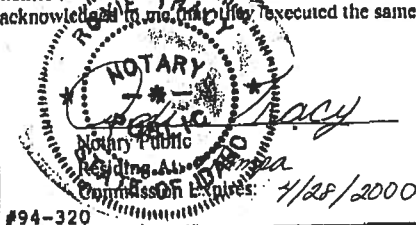
MICHAEL FISK, RECORDER
by Leahy Linde
Deputy

Fee \$ 6.00

Return to: Timberline Title & Escrow
In Person

STATE OF IDAHO)
COUNTY OF Canyon) ss

On this 12 day of September, 1994
before me, a Notary Public in and for said State,
personally appeared
DONALD S. BROWN & MURIEL L. BROWN
known or identified to me to be the persons whose
names are subscribed to the within instrument, and
acknowledged to me that they executed the same.



INSTRUMENT NO. 86683
EXHIBIT "A"

*Brown to Henske
Henske sold property to
Elliott End*

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 16: A parcel of land lying and being in the South 940 feet of
all that part of the NE1/4SE1/4 lying Westerly of the Westerly
boundary of the right of way of U.S. Highway 95, as now established,
and more fully described as follows:

COMMENCING at the Northeast corner of said tract of land above
described;

thence West along the North Boundary line of said tract, 400 feet to a
point;

thence South 150 feet to a point;

thence East 400 feet, more or less, to a point on the West line of
said highway right of way;

thence in a Northerly direction, paralleling the West boundary line of
said highway right of way to the POINT AND PLACE OF BEGINNING.

EXCEPTING DITCH AND ROAD RIGHTS OF WAY

TOGETHER WITH 1/3 interest in the spring water, ID#A78-10006, and a
1/4 interest in the creek water, ID#78-02064, as filed on in the Snake
River Basin Water Adjudication Case #39576, Idaho Fifth Judicial
District, Twin Falls County, together with proportionate ditch and
ditch rights, if any, appurtenant thereto or in anywise appurtenant.

Sept 9, 1994

77

1 parties agree that the following parties have the rights to water
2 from said spring (ID # A78-10006) and creek (ID # A78-02064) as set
3 forth below:

4 KRIVDA - 1/2 interest in creek and -0- interest in spring.

5 SALAS - 1/4 interest in creek and 2/3 interest in spring.

6 ENDICOTT - 1/4 interest in creek and 1/3 interest in spring.

7 3. The following parties, ENDICOTT and HENSKE to the extent
8 required by their ownership hereby grant and convey to SALAS an
9 easement for ingress and egress over and across the roadway as
10 described herein to provide access to her property as described
11 herein, and to allow for access to the existing water systems for
12 maintenance, repair or replacement of the same.

13 4. The following parties, ENDICOTT, SALAS and HENSKE to the
14 extent required by their ownership hereby grant and convey to
15 ENDICOTT and KRIVDA an easement for ingress and egress over and
16 across the roadway as described herein to provide access to the
17 existing water systems for maintenance, repair or replacement of
18 the same, and only for said purpose.

19 5. The parties agree that the roadway described herein runs
20 predominantly over property owned by HENSKE, and HENSKE and/or
21 their heirs or assigns shall be permitted at their own costs and in
22 a reasonable manner to relocate said roadway so long as said
23 roadway continues to provide reasonable access for the purposes set
24 forth above.

25 6. The parties having easement rights over said roadway
26 shall have the right to enter onto said easement to grade, level,
27

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: A78-10006

Date Received: 4/11/1988

Receipt No: C000325

Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: GEORGE KRIVDA
Address: 5525 HWY 95
NEW MEADOWS ID

208-628-3645

83654

AND

Name: ROSALIE KRIVDA
Address: 5525 HWY 95
NEW MEADOWS ID

208-628-3645

83654

2. Date of Priority: APR 1, 1965

3. Source: SPRING

Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
22N	01E	16	NW	NE	SE		ADAMS

5. Description of diverting works:

U/G CATCH BASIN, 1" PLASTIC PIPE 600' TO 2 TANKS, PIPE TO HOUSES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.010		

7. Total Quantity Appropriated is:

0.010 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

2 DOMESTICS

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
22N	01E	16	NE	SE		DOMEST	

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:

DOMESTIC USE ON 78-2064 USED TO BACK UP THIS SYSTEM.

14. Remarks:

MAIN RESIDENCE AND GUEST APARTMENT.

1000 GALLON CONCRETE TANK AND 5000 GALLON STEEL (EPOXY LINED)
TANK. SPRING PRODUCES APPROXIMATELY 2 GPM.

CHG OWNERSHIP TO KRIVDA 10/16/98 ALW

15. Basis of Claim: BENEFICIAL USE

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

RECEIVED
OCT 15 1998
 Department of Water Resources

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

1. Water Right or Adjudication Claim No(s): A 78-10006
 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 Don + Ervita Brown
Retirement Home
 4. New Owner/Claimant(s) Napa, Id.
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address George + Rosalie Krivda
 City, State and ZIP Code 5575 Hwy 95 - New Meadows, Id. 83654
 New Telephone Number (208) 628-3645
 5. Date you acquired the property May, 1991
 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) George + Rosalie Krivda
- Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.

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

associated in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

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

30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

2. CONTINUATION OF INSURANCE AFTER

Form No. 1402 (6/87)
ALTA Owner's Policy
Schedule A

SCHEDULE A

File No. 90130

Policy No. H 490091

Amount of Insurance \$110,000.00

Premium \$ 539.50

Date of Policy January 28, 1991 at 2:17 a.m.
p.m. X

1. Name of Insured:

GEORGE KRIVDA and ROSALIE KRIVDA

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:
GEORGE KRIVDA and ROSALIE KRIVDA, husband and wife

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

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 16: A parcel in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

Commencing at a point on the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, said point being the intersection of the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ with the Westerly right of way boundary of U.S. Highway 95, as established and located on or before November 6, 1967, pursuant to Highway Survey FAP 9-C(2);

thence Northerly 125 feet on and along the said Westerly right of way boundary to a point, the PLACE OF BEGINNING, said point being further described as the NE corner of the Wolford parcel; thence West 300 feet, parallel to the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to a point;

thence due North 405 feet to a point;

thence Easterly 300 feet, more or less, parallel to the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to the Westerly right of way boundary of U.S. Highway 95;

thence Southerly along the said Westerly right of way boundary to the POINT AND PLACE OF BEGINNING.

EXCEPTING the right of way of U.S. Highway 95.

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: A78-10006
Date Received: 4/11/1988
Receipt No: C000325

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DONALD S. BROWN 208-628-3376
Address: HC 78 BOX 3632
NEW MEADOWS, ID 83654

AND/OR

Name: MURIEL L. BROWN 208-628-3376
Address: HC 78 BOX 3632
NEW MEADOWS, ID 83654

2. Date of Priority: APR 01, 1965

3. Source: SPRING Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
22N	01E	16	NW	NE	SE		ADAMS

5. Description of diverting works:
U/G CATCH BASIN, 1" PLASTIC PIPE 600' TO 2 TANKS, PIPE TO HOUSES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.010		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
2 DOMESTICS

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
22N	01E	16	NE	SE		DOMEST	

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:

DOMESTIC USE ON 78-2064 USED TO BACK UP THIS SYSTEM.

14. Remarks:

MAIN RESIDENCE AND GUEST APARTMENT.

1000 GALLON CONCRETE TANK AND 5000 GALLON STEEL (EPOXY LINED)
TANK. SPRING PRODUCES APPROXIMATELY 2 GPM.

15. Basis of Claim: BENEFICIAL USE

Water Right Number:

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: 1

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): *Donald A. Brown* Date: 4-11-88

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 11th day

of April 19 88

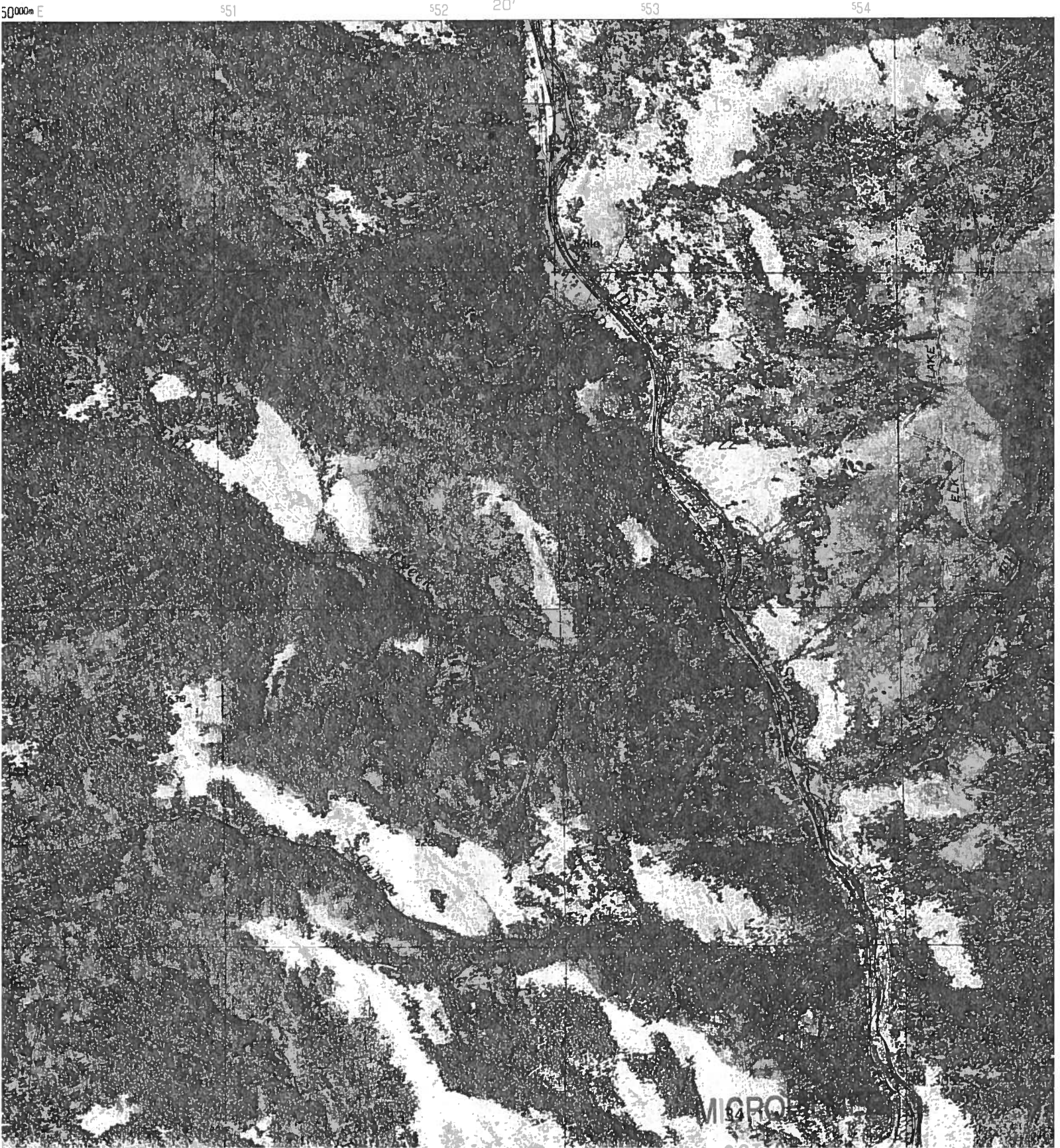
Carter Fritschle
Notary Public

Seal

Residing at Eagle, Id
My Commission Expires 3-21-88

BY
IT OF LANDS
ON WITH
ES
INTERIOR
RVEY

A78-10006



RECEIVED

JAN 17 2006

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

DEPARTMENT OF
WATER RESOURCES

RECEIVED

JAN 12 2006

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 (under the "split" heading), 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
	782004				
	78-12386				
	78-10006				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- 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) is 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)

Donald S. Brown & Muriel L. Brown
HC 75 Box 3632 New Meadows ID 83654

4. New Owner/Claimant(s)

Jessica V Salas

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

PO Box 182

City, State and ZIP Code

Polluck ID 83547

New Telephone Number

208 628-3736

5. Date you acquired the property

SCANNED

JAN 10 2006

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>782064</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>0.02</u>	<u>1</u>
Stock		
Domestic		
Other		
Total	<u>0.02</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) Isaac Salas
(include title if applicable)

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 DAN Date 1-12-05 Fee NO Fee SRBA RIGHT.
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

RECORDED AT THE REQUEST OF: Don & Laveta Brown
PLEASE MAIL RECORDED DOCUMENT TO: Jessica Salas

WARRANTY DEED

For Value Received

The Grantors,
DONALD S. BROWN and LAVETA O. BROWN, husband and wife

do hereby grant, bargain, sell and convey unto

The Grantee,
JESSICA Y. SALAS, a single woman

whose current address is Box 1174, Riggins, ID 83549

the following described premises to wit:

See Schedule C

TOGETHER with an undivided 2/3 interest in the spring water, ID#A78-10006, and an undivided 1/4 interest in the creek water, ID#A78-02064, as filed on in the Snake River Basin Water Adjudication Case #39576, Idaho Fifth Judicial District, Twin Falls County, together with proportionate ditch and ditch rights, if any, appurtenant thereto or in anywise appurtenanting.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owner in fee simple of said premises; that said premises are free from all encumbrances except easements and reservations existing and/or of record, and that they will warrant and defend the same from all lawful claims whatsoever.

Dated this 31st day of October, 1991.

X Donald S. Brown X Laveta O. Brown
Donald S. Brown Laveta O. Brown

STATE OF IDAHO, County of Adams
On this 31 day of October, 1991, before me, a notary public in and for said State, personally appeared Donald S. Brown and Laveta O. Brown, known or proven to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as their free and voluntary act.
WITNESS my hand and seal.

81153

INSTRUMENT NO. _____

State of Idaho }
County of Adams } ss.

Filed for record at the request of
Adams County Title Co.

30 min. past 3 o'clock P.M.
this 1 day of November, 1991
Bk 43M of Deeds PG. 489

Notary Public for Idaho
Residing at East
Commission Expires Jan 6, 1994

SCANNED

Schedule C

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 16: A parcel in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

The South 940 feet of all that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying West of the right of way of U.S. Highway 95 as it existed July 14, 1960.

EXCEPTING therefrom the following parcels:

Parcel 1: Commencing at the NE corner of the above described parcel;

thence West along the North boundary of said tract 400 feet to a point;

thence South 150 feet to a point;

thence East 400 feet, more or less, to a point on the West boundary of the right of way of U.S. Highway 95;

thence Northerly along the West boundary of U.S. Highway 95 to the POINT AND PLACE OF BEGINNING.

Parcel 2: Commencing at a point on the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, where said line intersects the Westerly line of the Right of Way of U.S. Highway 95, as now established under and pursuant to the Highway Survey of Federal Aid Project 9-C (2) (and as located and established April 29, 1970);

thence Northerly along the Westerly right of way line of U.S. Highway 95, 125 feet to a point;

thence West, and parallel to the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, 250 feet to a point;

thence Southerly, and parallel to the Westerly right of way line of U.S. Highway 95, 125 feet to a point;

thence East, along the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, 250 feet to the POINT AND PLACE OF BEGINNING.

Parcel 3: Commencing at a point on the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, said point being the intersection of the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ with the Westerly right of way boundary of U.S. Highway 95, as established and located on or before November 6, 1967, pursuant to Highway Survey FAP 9-C(2);

thence Northerly 125 feet on and along the said Westerly right of way boundary to a point, the PLACE OF BEGINNING, said point being further described as the NE corner of the Wolford parcel;

thence West 300 feet, parallel to the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to a point;

thence due North 405 feet to a point;

thence Easterly 300 feet, more or less, parallel to the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to the Westerly right of way boundary of U.S. Highway 95;

thence Southerly along the said Westerly right of way boundary to the POINT AND PLACE OF BEGINNING.

ALSO EXCEPTING the right of way of U.S. Highway 95.

SCANNED

IAN 1 R 2006

T22N R01E S16 NESE





State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 1910 Northwest Blvd. Suite 210, Coeur d'Alene, Idaho 83814-2615

Phone: (208) 769-1450

Fax: (208) 769-1454

Web Site: www.idwr.idaho.gov

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 7, 2006

Jessica Salas
Box 182
Pollock, ID 83547

RE: 78-12286

Dear Ms. Salas:

We have processed your change of water right ownership form for the $\frac{1}{4}$ interest in the creek water (78-2064). We have assigned it an identification number of 78-12286. Enclosed is a copy of our recommendation. In the warranty deed it mentions a $\frac{2}{3}$ interest in a spring. George Krivda filed a claim on $\frac{2}{3}$ of the spring. Did you sell or assign him the rights?

Sincerely,

Kenneth Knoblock
Water Resources Agent

Krivda

ROAD RIGHT-OF-WAY EASEMENT AND AGREEMENT CONCERNING JOINT SPRING
AND JOINT IRRIGATION RIGHTS

THIS AGREEMENT made and entered into on this _____ day of March, 1996, by and between WESLEY HENSKE and DORIS HENSKE, husband and wife, hereinafter referred to as HENSKE, and JESSICA Y. SALAS, a single person, herein referred to as SALAS, and SHAWN E. ENDICOTT, a single person, herein referred to as ENDICOTT, and GEORGE KRIVDA and ROSALIE KRIVDA, husband and wife, herein referred to as KRIVDA.

WITNESSETH:

WHEREAS, HENSKE are owners of a certain parcel of real property located in Adams County, Idaho, and more particularly described as follows:

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

WHEREAS, KRIVDA are owners of a certain parcel of real property located in Adams County, Idaho, and more particularly described as follows:

See Exhibit "B" attached hereto and hereby incorporated by this reference.

WHEREAS, SALAS, is owner of a certain parcel of real property located in Adams County, Idaho, and more particularly described as follows:

See Exhibit "C" attached hereto and hereby incorporated by this reference.

WHEREAS, ENDICOTT, is owner of a certain parcel of real property located in Adams County, Idaho, and more particularly described as follows:

ROAD RIGHT-OF-WAY EASEMENT 1

Kivda

1 See Exhibit "D" attached hereto and hereby incorporated
2 by this reference.

3 WHEREAS, the parcels of property owned by the parties are
4 adjacent to or in proximity to each other, and,

5 WHEREAS, the parties seek to set forth agreements for use of
6 existing roads and for maintenance and sharing of certain water
7 systems

8 WHEREAS, the parties have orally agreed to such easements and
9 agreements, and,

10 WHEREAS, the parties seek now to place their agreement for the
11 use of the road and agreements concerning water rights in writing
12 and to allow for such roads and water agreements to benefit the
13 heirs, successors and assigns of the parties.

14 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

15 1. The parties agree that the sketch set forth in Exhibit
16 "*****" indicates the approximate locations of the various roads
17 related to the subject property. As indicated in Exhibit "E" there
18 exists a roadway which begins on U. S. Highway 95 on property owned
19 by HENSKE and ENDICOTT and consists of 20' by 50' common access
20 easement as set forth in Exhibit "F", said roadway exits the common
21 access easement and travels Northerly over and across the property
22 of HENSKE, thence Southerly to the property of ENDICOTT.

23 2. The parties agree that there exists water systems for some
24 of the parties hereto consisting of spring rights and rights to
25 irrigation from an existing creek. The parties agree that access
26 to the diversion systems is most appropriately make over and across
27 the road described above and over the property of SALAS. The

Changes/Corrections
Replace pg
243

1 parties agree that the following parties have the rights to water
2 from said spring (ID # A78-10006) and creek (ID # A78-02064) as set
3 forth below:

4 KRIVDA - 1/2 interest in creek and -0- interest in spring.

5 SALAS - 1/4 interest in creek and 2/3 interest in spring.

6 ENDICOTT - 1/4 interest in creek and 1/3 interest in spring.

7 3. The following parties, ENDICOTT and HENSKE to the extent
8 required by their ownership hereby grant and convey to SALAS an
9 easement for ingress and egress over and across the roadway as
10 described herein to provide access to her property as described
11 herein, and to allow for access to the existing water systems for
12 maintenance, repair or replacement of the same.

13 4. The following parties, ENDICOTT, SALAS and HENSKE to the
14 extent required by their ownership hereby grant and convey to
15 ENDICOTT and KRIVDA an easement for ingress and egress over and
16 across the roadway as described herein to provide access to the
17 existing water systems for maintenance, repair or replacement of
18 the same, and only for said purpose.

19 5. The parties agree that the roadway described herein runs
20 predominantly over property owned by HENSKE, and HENSKE and/or
21 their heirs or assigns shall be permitted at their own costs and in
22 a reasonable manner to relocated said roadway so long as said
23 roadway continues to provide reasonable access for the purposes set
24 forth above.

25 6. The parties having easement rights over said roadway
26 shall have the right to enter onto said easement to grade, level,
27

1 covered in said right-of-way. The expense of construction and
2 maintenance of the right-of-way shall be born solely by the parties
3 to the extent of their proportionate use of said roadway with the
4 exception of the cost of relocation as set forth above.

5 7. All parties to the extent said easement crosses their
6 property shall have the right to use said easement in common with
7 all other parties.

8 8. This agreement shall be binding on the heirs and assigns
9 of both parties.

10 IN WITNESS WHEREOF, the parties have hereunto set their hands
11 and seals the day and year first above written.

12
13
14 WESLEY HENSKE

DORIS HENSKE

15
16 JESSICA Y. SALAS

SHAWN E. ENDICOTT

17
18
19 GEORGE KRIVDA

ROSALIE KRIVDA

20 STATE OF IDAHO)
21) ss.
22 County of _____)

23 On this _____ day of March, 1996, before me,
24 _____ a Notary for the said County and
25 State, personally appeared WESLEY HENSKE and DORIS HENSKE, husband
26 and wife, known or identified to me to be the persons whose names
27

28 ROAD RIGHT-OF-WAY EASEMENT

1 are subscribed to the within instrument, and they acknowledged to
2 me that they freely executed the same.

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

5
6 (NOTARY SEAL)

7 Notary Public for State of Idaho,
8 Residing at _____, therein.
9 My commission expires on _____, 19____.

10 STATE OF IDAHO)
11) ss.
12 County of _____)

13 On this _____ day of March, 1996, before me,
14 _____ a Notary for the said
15 County and State, personally appeared JESSICA Y. SALAS, a single
16 person, known or identified to me to be the person whose name is
17 subscribed to the within instrument, and she acknowledged to me
18 that she freely executed the same.

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

21 (NOTARY SEAL)

22 Notary Public for State of Idaho,
23 Residing at _____, therein.
24 My commission expires on _____, 19____.

1 STATE OF IDAHO)
 2) ss.
 3 County of _____)
 4
 5 On this _____ day of March, 1996, before me,
 6 _____ a Notary for the said
 7 County and State, personally appeared SHAWN E. ENDICOTT, a single
 8 person, known or identified to me to be the person whose name is
 9 subscribed to the within instrument, and he acknowledged to me that
 10 he freely executed the same.

11
 12 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
 13 official seal the day and year first above written.

14 (NOTARY SEAL)

Notary Public for State of Idaho,
 Residing at _____, therein.
 My commission expires on _____, 19____.

15
 16 STATE OF IDAHO)
 17) ss.
 18 County of _____)
 19
 20 On this _____ day of March, 1996, before me,
 21 _____ a Notary for the said County and
 22 State, personally appeared GEORGE KRIVDA and ROSALIE KRIVDA,
 23 husband and wife, known or identified to me to be the persons whose
 24 names are subscribed to the within instrument, and they
 25 acknowledged to me that they freely executed the same.

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

(NOTARY SEAL)

Notary Public for State of Idaho,
Residing at _____, therein.
My commission expires on
_____, 19____.

EXHIBIT "A"

A tract of land situated in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, of Section 16, in Township 22 North, Range 1 East, Boise Meridian, described as commencing at a Point on the West line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ that is S. 03' E. 762.7 feet from the Northwest corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence from said Point southerly on and along the West line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ and on and along the West line of said NE $\frac{1}{4}$ /SE $\frac{1}{4}$, all in said Section 16, Township 22 North, Range 1 East, Boise Meridian, 937.3 feet, more or less, to a Point 380 feet South of the Northwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, said Section, Township and Range; thence easterly and parallel to the North line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ 1,280 feet, more or less, to a Point on the westerly boundary of the right of way of U. S. Highway 95, as now established pursuant to the official Survey of Federal Aid Project 9-C (2) December, 1940, which point is approximately Station 999+10 of said Highway Survey; thence on and along the westerly boundary of said Highway right of way, in part on Tangent, N 4' 19' E., and in part on curve, left, of 4' and part on Tangent N. 17' 55' W., a total distance of 660 feet, more or less, to Station 505+70 of said Highway Survey; thence westerly 368 feet to a Point; thence North, 03' W. 359 feet to a point on the South line of the Mabe's Cafe Site (see Book 24 of Deeds at page 16) which Point is 267 feet West of the westerly boundary of said Highway right of way; thence South, 89' 57' West, 831.6 feet, more or less, to the Point and Place of beginning on the West line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 16, Township 22 North, Range 1 East, Boise Meridian, But EXCEPTING from this Mortgage a certain, developed spring of water, situated in said NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the installed pipe line leading from said spring down to the residence property of the parties of the second part and all in accordance with the reservations contained in the Deed of the before described premises from second parties to the first parties.

LESS ENDICOTT PROPERTY.

EXHIBIT B

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho
Section 16: A parcel in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

Commencing at a point on the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, said point being the intersection of the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ with the Westerly right of way boundary of U.S. Highway 95, as established and located on or before November 6, 1967, pursuant to Highway Survey FAP 9-C(2);

thence Northerly 125 feet on and along the said Westerly right of way boundary to a point, the PLACE OF BEGINNING, said point being further described as the NE corner of the Wolford parcel;

thence West 300 feet, parallel to the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to a point;

thence due North 405 feet to a point;

thence Easterly 300 feet, more or less, parallel to the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to the Westerly right of way boundary of U.S. Highway 95;

thence Southerly along the said Westerly right of way boundary to the POINT AND PLACE OF BEGINNING.

EXCEPTING the right of way of U.S. Highway 95.

ap 22 North, Range 1 East, Boise Meridian, Adams County, Idaho
on 16: A parcel in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

EXHIBIT C

The South 940 feet of all that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying West of the right of way of U.S. Highway 95 as it existed July 14, 1960.

EXCEPTING therefrom the following parcels:

Parcel 1: Commencing at the NE corner of the above described parcel;

thence West along the North boundary of said tract 400 feet to a point;

thence South 150 feet to a point;

thence East 400 feet, more or less, to a point on the West boundary of the right of way of U.S. Highway 95;

thence Northerly along the West boundary of U.S. Highway 95 to the POINT AND PLACE OF BEGINNING.

Parcel 2: Commencing at a point on the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, where said line intersects the Westerly line of the Right of Way of U.S. Highway 95, as now established under and pursuant to the Highway Survey of Federal Aid Project 9-C (2) (and as located and established April 29, 1970);

thence Northerly along the Westerly right of way line of U.S. Highway 95, 125 feet to a point;

thence West, and parallel to the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, 250 feet to a point;

thence Southerly, and parallel to the Westerly right of way line of U.S. Highway 95, 125 feet to a point;

thence East, along the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, 250 feet to the POINT AND PLACE OF BEGINNING.

Parcel 3: Commencing at a point on the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, said point being the intersection of the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ with the Westerly right of way boundary of U.S. Highway 95, as established and located on or before November 6, 1967, pursuant to Highway Survey FAP 9-C(2);

thence Northerly 125 feet on and along the said Westerly right of way boundary to a point, the PLACE OF BEGINNING, said point being further described as the NE corner of the Wolford parcel;

thence West 300 feet, parallel to the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to a point;

thence due North 405 feet to a point;

thence Easterly 300 feet, more or less, parallel to the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ to the Westerly right of way boundary of U.S. Highway 95;

thence Southerly along the said Westerly right of way boundary to the POINT AND PLACE OF BEGINNING.

ALSO EXCEPTING the right of way of U.S. Highway 95.

EXHIBIT D

A parcel of property located within the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 16, T 22 N, R 1 E, B.M., Adams County, Idaho, and being more particularly described from a survey as follows:
Beginning at the East $\frac{1}{4}$ Corner of said section 16, thence S 0° 18' 31" E 384.005' along the section line to a point which is 940' north of the South 1/16 Corner, thence S 89° 02' 50" W 94.041' to a point on the Westerly R.O.W. line of U.S. 95, project F-4113(12) R/W, which is the initial point of beginning,

thence along a R.O.W. Curve as follows:

Delta= 1° 40' 33" R= 5128.70719',

L= 150.01210' T= 75.01140'

Chord= 150.00675' Bearing= S 1° 29' 47" E,

thence S 89° 02' 50" W 403.110', parallel to the south line of NE $\frac{1}{4}$ SE $\frac{1}{4}$,

thence N 0° 18' 31" W 210.213',

thence N 87° 19' 35" E 397.255', to a point on the Westerly R.O.W. of U.S. 95,

thence along a R.O.W. Curve as follows:

Delta= 0° 48' 22" R= 5128.70719',

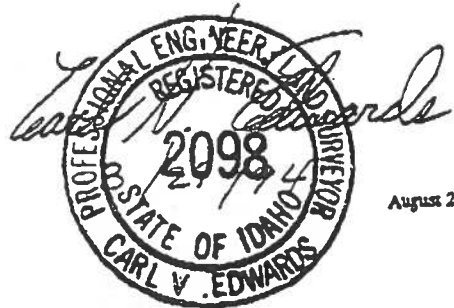
L= 72.16620' T= 36.08370',

Chord= 72.16561' Bearing= S 2° 44' 15" E, back to the initial point of beginning,

which total parcel contains some 1.98963 acres.

HENSKE
PARCEL B

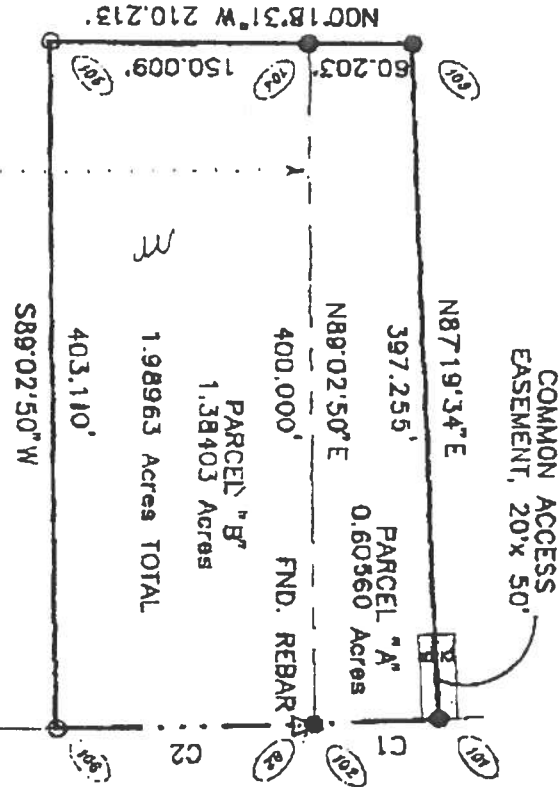
1 OF 1



August 29, 1994

EXHIBIT F

SECTION	CHORD
44'15"W	72.16561'
29'47"W	150.00675'



C.V.E.	DWG. No. G - 51 - 94
BY: R.L.L.	SCALE: 1" = 100'
DATE: 10 / 5 / 1994	



CE ENGINEERING
 Engineers / Surveyors / Planners

238 E. South Street Phone 983-2666
 GRANGEVILLE, IDAHO 83530



First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

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AGREEMENT TO ISSUE POLICY	1
SCHEDULE A	
1. Commitment Date	2
2. Policies to be Issued, Amounts and Proposed Insureds	2
3. Interest in the Land and Owner	2
4. Description of the Land	2
SCHEDULE B-1 — Requirements	3
SCHEDULE B-2 — Exceptions	4
CONDITIONS	other side of 1

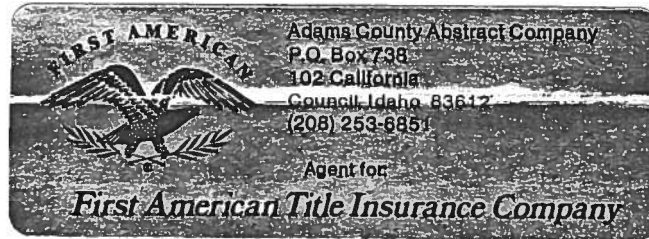
YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company



AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

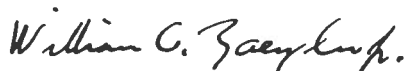
- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page 1.

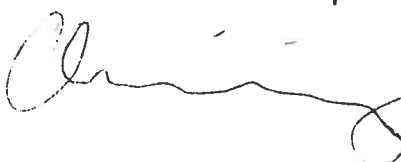
This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.



First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY

BY  COUNTERSIGNED

SCHEDULE A

1. Commitment Date: November 15, 1990 at 8:00 A.M. Commitment No: 90130
2. Policy or Policies to be issued: Policy Amount
 - ☒ (a) Owners Policy \$110,000.00
Proposed Insured: GEORGE KRIVDA and ROSALEE KRIVDA
 - ☐ (b) Loan Policy \$
Proposed Insured:
 - ☐ (c) \$
Proposed Insured:
3. Fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by DONALD S. BROWN and LAVETA O. BROWN, husband and wife.
4. The land referred to in this Commitment is described as follows:

See EXHIBIT "A" Attached

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho
 Section 16: The South 940 feet of all that part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said section, lying Westerly of the Westerly right of way of U.S. Highway 95 as it existed July 14, 1960.

EXCEPTING THEREFROM: A Parcel of land lying within the above described property and being more fully described as follows: Commencing at the Northeast corner of the above described tract; thence West along the North boundary line of said tract 400 feet to a point; thence South 150 feet to a point; thence East 400 feet, more or less, to a point on the West line of said Highway right of way; thence in a Northerly direction, on and along the West boundary line of said Highway right of way to the Point and Place of beginning.

ALSO EXCEPTING THEREFROM: A tract of land situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said section more particularly described as follows: Commencing at a point on the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 16 where said line intersects the Westerly line of the right of way of U.S. Highway 95, as established and located on or before November 6, 1967, and pursuant to the Highway Survey of Federal Aid Project 9-C (2); thence Northerly on and along the Westerly line of said Highway right of way a distance of 100 feet; thence West, parallel to the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 250 feet; thence Southerly and parallel to the right of way of said U.S. Highway 95 a distance of 100 feet, more or less, to the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence East on and along the South line a distance of 250 feet to the Point and Place of Beginning on the Westerly side of said Highway right of way.

ALSO EXCEPTING THEREFROM: A tract of land situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said section, more particularly described as follows: Commencing at a point on the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said section 16 where said line intersects the Westerly line of the right of way of U.S. Highway 95, as established and located on or before November 6, 1967, and pursuant to the Highway Survey of Federal Aid Project 9-C (2); thence Northerly on and along the Westerly line of said Highway right of way a distance of 100 feet to the Point and Place of Beginning; thence continuing Northerly on and along the Westerly line of said Highway right of way a distance of 100 feet; thence West, parallel to the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 450 feet; thence Southerly and parallel to the right of way of said U.S. Highway 95, a distance of 200 feet, more or less, to the South line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence East on and along the South line a distance of 200 feet, thence North, parallel to the Westerly line of said Highway right of way a distance of 100 feet; thence Easterly parallel to the South line of said section, a distance of 250 feet to a point on the Westerly side of the said Highway right of way, the Point of Beginning:

ALSO EXCEPTING THEREFROM: a parcel of land deeded to the State of Idaho its Successors and assigns, situated along the Easterly

line of the South 940 feet of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said section more particularly described as follows:

A strip of land beginning at the point of intersection of the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said section 16, and a line parallel with and 80.0 feet Westerly from the center line of U.S. Highway 95, Project No. F-4113(12) Highway Survey which point is West approximately 110.0 feet from the Southeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence along said parallel line as follows:
N.4°19'E., 238 feet, more or less, to a point opposite Station 490+20.9 Back equals 492+04.9 Ahead of said Highway Survey;
Northerly along a spiral curve left having a central angle of 1°12'36" a distance of 218.31 feet to a point opposite Station 494+24.9 of said Highway Survey, Northerly along a 5,128.71 foot radius curve left 488 feet, more or less, to a point in Grantor's North property line; thence leaving said parallel line East along said North property line 45 feet, more or less, to a point in the Westerly right of way line of the present U.S. Highway 95, thence Southerly along said Westerly right of way line, 945 feet, more or less, to the Point of Beginning.

SCHEDULE B - Section 1

Requirements

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of item(s) _____
- (f) Other

NOTE:

- 1. We have made a judgment search and find only those listed herein.
 - 2. This commitment will expire and our liability to you or the insured will end in six months from the date herein, unless we receive a written request to extend it.
 - 3. 1990 taxes assessed in the original sum of \$153.32 (for informational use only--no liability assumed).
- (g) You must give us the following information:
- 1. Any off record leases, surveys, etc.
 - 2. Statement(s) of identity, all parties.
 - 3. Other

IMPORTANT:

If this transaction fails to close and/or this commitment is cancelled, a fee will be due and owing, which fee complies with the rates currently on file with the Dept. of Insurance, State of Idaho. The cancellation fee established within those rates is 50% of the fee quoted to you for our final insurance policy, but not less than \$137.00. We will consider the party who ordered this commitment responsible for payment unless we are notified to the contrary in writing within 30 days.

This is not a report to show condition of title, but a commitment to insure based upon the terms and conditions of our agreement. We issue this in anticipation of a final policy of insurance. Our liability is for amount listed, whether under the commitment or the final policy. We will also expect payment as entitled by law. If you are in doubt as to the terms of our agreement, please contact us immediately; otherwise we will consider the party who has ordered this commitment to be in full agreement with the title company with regard to terms, conditions, and price.

SCHEDULE B - Section 2

Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART I:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims: reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. General taxes for the first half of 1990, which are a lien, due on or before December 20, 1990. Taxes for the second half of 1990, also a lien, due and payable on or before June 20, 1991.
8. Easement, dated August 12, 1932, executed by FRED W. HARDIN and DOROTHY A. HARDIN to MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO., a right of way and authority to construct, operate and maintain its lines over and across the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said section 16, including terms and conditions thereof, recorded August 13, 1932 in Book 3M of Misc., page 349, records of Adams County.
9. Power Line Easement, dated November 29, 1945, executed by FRED W. HARDIN and DOLLY A. HARDIN, husband and wife, to IDAHO POWER COMPANY, over and across the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said section 16, including terms and conditions thereof, recorded April 23, 1948 in Book 4 of Misc., page 568 records of Adams County, Idaho.
10. Power Line Easement, dated February 16, 1961, executed by DONALD S. BROWN and LAVETA BROWN, husband and wife, to IDAHO POWER CO., for power line over and across pt of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ said section 16, including terms and conditions thereof, recorded August 7, 1961 in Book 6 of Misc., page 9, records of Adams County, Idaho.

--continued--

The following numbered exceptions_____will be eliminated in an ALTA Extended Coverage Policy.

SCHEDULE B - Section 2 - Exceptions - Continued

11. An Easement adjacent to the highway right of way for relocation of irrigation and/or drainage ditches and structures and such surface drain ditches as may be necessary to the proper construction of the highway, including all terms and conditions thereof, executed by FRED W. HARDIN and DOLLY HARDIN, husband and wife, to the State of Idaho, recorded June 11, 1936, in Book 14 of Deeds, page 486, records of Adams County, Idaho.
12. Conditions, Covenants and Restrictions contained in Warranty Deed executed by DONALD S. BROWN and LAVETA O. BROWN, husband and wife, to the State of Idaho as recorded in Book 25 of Deeds, page 468, records of Adams County, Idaho.

DATE: 01/19/99
PAGE: 1

1

DIVERSION VOLUME

0.01 CFS

Stage: BENEFICIAL USE

ADAMS County

ES

Comments: Date: 10/16/1998 User-ID: AWAINTJE Subject: COPIED FROM REMARKS
1000 GALLON CONCRETE TANK AND 5000 GALLON STEEL (EPOXY LIN
TANK. SPRING PRODUCES APPROXIMATELY 2 GPM.
CHG OWNERSHIP TO KRIVDA 10/16/98 ALW

AJ0749NP
No. R78-10006

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

DATE: 01/19/99
PAGE: 2

Comments: Date: 10/16/1998 User-ID: AWAINTJE Subject: COPIED FROM REMARKS
MAIN RESIDENCE AND GUEST APARTMENT.

Audit: 01/19/99 LHARRIS

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	GEORGE KRIVDA	04/01/1965	DOMESTIC	01-01 12-31	0.01 CFS	
C	ROSALIE KRIVDA 5525 HWY 95 NEW MEADOWS ID 83654 (208) 628-3645			TOTAL DIVERSION:	0.01 CFS	
Water Source: SPRING			Tributary to: SINKS		Stage: BENEFICIAL USE	
Point(s) of Diversion:			T22N R01E S16 NWNESE		ADAMS County	
Place of use Legal Description for:			DOMESTIC		NW	
NE					SW	
NENE NWNE SWNE SENE : NENW NWNW SWNW SENW : NESW NWSW SWSW SESW : NESE NWSE SWSE SESE :						
T R S : Lt Ac Lt Ac Lt Ac : Lt Ac Lt Ac Lt Ac : Lt Ac Lt Ac Lt Ac : Lt Ac Lt Ac Lt Ac :						
22N 01E 16 :					D	

Non-Irrigation Uses: 2 HOMES

Other Rights: DOMESTIC USE ON 78-2064 USED TO BACK UP THIS SYSTEM.

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 RP22N01E167660T

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Comments: Date: 10/16/1998 User-ID: AWARTJE Subject: COPIED FROM REMARKS
1000 GALLON CONCRETE TANK AND 5000 GALLON STEEL (EPOXY LIN
TANK. SPRING PRODUCES APPROXIMATELY 2 GPM.
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PAGE: 2

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MAIN RESIDENCE AND GUEST APARTMENT.

Audit: 10/16/98 AWAARNTJE



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

September 29, 1998

KARL J. DREHER
DIRECTOR

RE: Snake River Basin Adjudication (SNRA)
Water Right No. A78-10006

GEORGE & ROSALIE KRIVDA
5525 HWY 95
NEW MEADOWS ID 83654

Dear Mr. & Mrs. Krivda:

We have been advised you may be the new owner(s) of the property with the water right referenced above.

Before we can modify our records to reflect your new ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please return the **form, documentation and proof of domestic use** to my attention at this office no later than **October 10, 1998**.

Please call this office toll-free at 1/800-451-4129 if you have any questions.

Sincerely,

Anita L. Warntjes
Administrative Assistant
Adjudication Bureau

ALW
Encl: Form 42-248/42-1409(6)
Water Right Profile Report

AJ5856NP

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

DATE: FEB-12-1998

PAGE: A-189

RIGHT NUMBER: 78-10006

NAME & ADDRESS: DONALD S BROWN
MURIEL ☒ BROWN
HC 78 BOX 3632
NEW MEADOWS ID 83654

*George & Rosalie Krivda
5525 Hwy 95
New Meadows ID 83654*

SOURCE: SPRING

TRIBUTARY: SINKS

QUANTITY: 0.01 CFS

PRIORITY DATE: 04/01/1965

POINT OF DIVERSION: T22N R01E S16

NWNESE ☒

Within ADAMS County

PURPOSE AND

PERIOD OF USE: PURPOSE OF USE
DOMESTIC 2 DOMESTICS

PERIOD OF USE
01-01 12-31

QUANTITY
0.01 CFS

PLACE OF USE: DOMESTIC
T22N R01E S16

Within ADAMS County
NESE ☒

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

MAIN RESIDENCE AND GUEST APARTMENT.
1000 GALLON CONCRETE TANK AND 5000 GALLON STEEL (EPOXY LINED)
TANK. SPRING PRODUCES APPROXIMATELY 2 GPM.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

RP 22N01E 1674660T

Verified by *Ward* Date: *9/29/98*

Verification Source: *Cty parcel file & db*

April 11, 2002

Attention: IDWR Ron Howerton

Please withdraw my change
of ownership request regarding
AT8-10006. This claim will
be replacing that.

Thank you

Shawn E. Endicott

Shawn E. Endicott

P.O. Box 351

Riggins ID 83549

208 628-3724

NOTE TO REVIEWER
shawn filed a
separate claim
78-12163-NO
CHANGES TO
78-10006



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type

(see instructions on back of page)

DATE OF CLOSING: 9/9/94

RECEIVED

NOV 08 1994

LEGAL DESCRIPTION OF PROPERTY: Township 23N Range 01E
 Section 16, 1/4 of 1/4 of 1/4, Govt. Lot _____
 Lot _____, Block _____, Subdivision/Townsite _____
 Department of Water Resources

If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

RECEIVED

NOV 08 1994

- ☐ Water Right Number(s)
Assigned by IDWR:

A78-02064 & # A78-10006 WATER RESOURCES
WESTERN REGION

- ☐ Name and Address of Former
Owner/Claimant(s)(Seller):

Wesley Henske or Doris Henske
8357 Bloomfield
Boise, ID 83704

- ☐ New Owner/Claimant
(Purchaser):

Shawn E. Endicott

- ☐ New Mailing Address:

P.O. Box 351
Riggins, ID 83549

- ☐ New Telephone Number:

() _____ - _____

- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? ~~yes~~ ☒ no
 If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

1/3 interest in #A78-10006

1/4 interest in #A78-02064

- ☐ Attach proof of
ownership, describe
proof attached:

copy of recorded Deed

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☐ Signature of New
Owner/Claimant(s)

[Signature]

Date 9-9-94

Date _____

- ☐ Signature of Former
Owner/Claimant(s):

Date _____

Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
 Copies to Former Owner and New Owner