

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

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

CIVIL CASE NUMBER: 59576

Claim ID: 87-11922

Date Received: 9-3-19

Receipt No: N035567

Claim Fee: 2500 By: ja

RECEIVED

SEP 03 2019

IDWR / NORTH

## NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day

Please type or print clearly

- Name of claimant(s) Karel Stoszek Phone ( 443 ) 799-0910  
Mailing address 10505 MacArthur Blvd Potomac Maryland Zip 20854  
Street or Box City State  
Email address (optional) sonia@stoszek.com
- Date of priority: (Only one per claim) 1987 (Explain priority date selected in Remarks)  
Month/Day/Year (YYYY)
- Source of water supply (Check one) Ground Water ( ☒ ) or Other ( ☐ ) (a) \_\_\_\_\_  
which is tributary to (b) \_\_\_\_\_
- Location of point of diversion is: Township 39N, Range 05W, Section 12,  
NW 1/4 of NE 1/4, or Govt. Lot \_\_\_\_\_ BM, County of \_\_\_\_\_;  
Parcel no. RP018500000030  
Additional points of diversion, if any: \_\_\_\_\_  
If available, GPS coordinates: \_\_\_\_\_
- Description of diverting works (wells, pumps, spring boxes, pipelines, etc.) including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.  
Well at bottom of lot (near Wallen Road), pipe and pump that brings water up to the house
- Water is claimed for the following: (limited to domestic and/or stockwater uses - see page 1 of the instructions)  
For domestic and/or stock purposes from Jan 1 Month/Day to Dec 31 Month/Day amount 0.02 cfs ( ☒ ) or AFY ( ☐ )  
For \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ amount \_\_\_\_\_
- Total quantity claimed 0.02 cfs ( ☒ ) or AFY ( ☐ )
- Non-irrigation uses. Describe fully. (Domestic: give number of homes; Stockwater: list number and kind)  
One home currently on the property, no livestock presently on the property but there have been horses in the past

*and may be again in the future.*

9. Location of place of use is: Township 39N, Range 05W, Section 12,  
NW 1/4 of NE 1/4, Govt. Lot \_\_\_\_\_ BM, Parcel no. \_\_\_\_\_  
If different than shown in Item 4  
for (check one) **Domestic** ( ) **Stock** ( ) **Domestic and Stock** (✓)

Additional places of use, if any \_\_\_\_\_

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

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

12. Describe any other water rights used at the same place and for the same purposes as described above.  
\_\_\_\_\_ or None (✓)

13. Remarks (include an explanation of the priority date selected):  
1987 priority date based on county records of year built

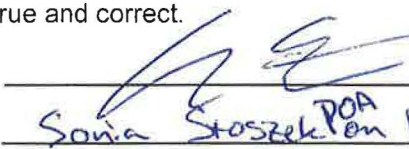
14. Basis of claim (check one) **Beneficial Use** (✓) **Posted Notice** ( ) **License** ( ) **Permit** ( ) **Decree** ( )  
Court \_\_\_\_\_ Decree Date \_\_\_\_\_ Plaintiff v. Defendant \_\_\_\_\_  
If applicable provide IDWR Water Right Number \_\_\_\_\_

**15. Signature(s)**

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Palouse River Basin Water System 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 POA (2 pages) and 1 check for \$25

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

Signature of Claimant(s)  Date: 8/28/2019  
Sonia Stoszek POA behalf of Karel Stoszek Date: \_\_\_\_\_

**For Organizations:** I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

\_\_\_\_\_ of \_\_\_\_\_,  
Agent's title (Please print) Name of organization (Please print)

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Authorized Agent \_\_\_\_\_

**16. Notice of Appearance:**

Notice is hereby given that I, (please print) \_\_\_\_\_, will be acting as attorney at law of behalf on the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Name of claimant(s) \_\_\_\_\_ Claim ID \_\_\_\_\_

DURABLE POWER OF ATTORNEY FINANCIAL

Karel Stoszek, domiciled and residing in the State of Washington, pursuant to the power granted by RCW 11.94.010, designates the following named persons to act as attorneys-in-fact for the undersigned Principal.

1. **Designations.** Name :

Sonia ~~Stoszek~~ Stoszek

Name: \_\_\_\_\_

is/are designated as attorneys-in-fact for the Principal.

2. **Powers.** The attorneys-in-fact, as fiduciary, shall have all powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Washington, including but not limited to the power to:

- Sell, pledge, transfer, assign, commit or otherwise dispose of any and all assets of the Principal, including but not limited to bank accounts, stocks, bonds, savings certificates, certificates of deposit, treasury bills and real property, and to enter any safe deposit box to which the Principal has a right of access, subject to any contrary provisions in any agreement governing the safe deposit box.
- Make transfers of the Principal's property to any trust, whether or not created by the Principal, provided that the trust benefits the Principal and does not have dispositive provisions which are different from those which have governed the property had it not be transferred to the trust.
- The attorney-in-fact shall not have the power to revoke or change any estate

planning or testamentary document previously executed by the Principal.

➤ Without limiting the powers set forth above, the attorney-in-fact is specifically empowered to lease, purchase, sell, convey, exchange, sale, conveyance, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest therein, as such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper.

3. **Purpose.** The attorneys-in-fact shall have all powers as are necessary or desirable, in the discretion of the attorney-in-fact, to provide for the support, maintenance<sup>4</sup>, health, emergencies and urgent necessities of the Principal.

4. **Effectiveness.** The power of attorney herein granted shall become effective immediately upon its execution and shall continue in effect to the extent permitted by RCW 11.94, unless revoked or terminated as hereinafter provided, notwithstanding the subsequent incompetence or disability of the Principal is living or deceased.

5. **Revocation.** This Power of Attorney may be revoked, suspended or terminated in writing by the Principal with written notice to the designated attorneys-in-fact and by recording the written instrument of revocation in the<sup>4</sup> office of Recorder or Auditor of Spokane County, Washington

6. **Termination.**

➤ By appointment of Guardian. The appointment of a guardian of the property of the Principal vests the guardian with the power to revoke, suspend or

terminate this Power of Attorney; provided any such revocation, suspension

or termination shall be made only with approval of the court having

jurisdiction over the person and estate of the Principal. The appointment of

a guardianship or limited guardianship of the person or estate of the

Principal is necessary; the Principal designates the attorneys-in-fact named

herein to serve that role, subject to the confirmation of the Court.

- **By Death of Principal.** The death of the Principal shall be deemed to revoke this Power of Attorney upon actual knowledge or actual notice being received by the attorneys-in-fact.

7. **Accounting.** The attorneys-in-fact shall be required to account to any subsequently appointed personal representative.

8. **Reliance.** The designated and acting attorneys-in-fact and all persons dealing with the attorneys-in-fact shall be entitled to rely upon this Power of Attorney so long as neither the attorneys-in-fact nor the person with whom the attorneys-in-fact were dealing at the time of any act taken pursuant to this Power of Attorney, has received actual knowledge or actual notice of the revocation, suspension or termination of the Power of Attorney by death or otherwise. Any action so taken, unless otherwise invalid Or unenforceable, shall be binding on the heirs, devisees, legatees, or personal Representatives of the Principal.

9. **Indemnity.** The estate of the Principal shall hold harmless and indemnify the attorneys-in-fact from all liability for acts done in good faith and not in fraud of the Principal.

11. **Execution.** This Power of Attorney is signed in Spokane, Washington on this

  
Principal

This is to certify that on the 29 day of March, 2019.  
Before me, the undersigned Notary Public in and for the State of Washington, duly  
commissioned and qualified, personally appeared Karl Staszek, to  
Me known to be the Principal described in and who executed the foregoing Durable Power  
of Attorney, and acknowledged to me that he/she signed and sealed the same as his/her free  
and voluntary act and deed, for the uses and purposes therein mentioned.

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

Cynthia Marie Chandle  
Notary Public in and for the State  
of Washington, residing in Spokane

