



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

May 25, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

CHARLEEN & BRIAN ABELY
104 ELIZABETH LN
MIDDLETOWN CT 06457

RE: Notice of Change of Water Right Ownership (NCO) for 22-12257 and Notice
of Completed Administrative Proceeding (NCAP)

Dear Mr. and Mrs. Abely:

On January 26, 2007, the Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,


Jennifer Crabtree
Technical Records Specialist

Enclosure

cc: Levin & Richard Kinsey

In Re SRBA	)	Water Rights: 22-12257
	)	
Case No. 39576	)	NOTICE OF COMPLETED ADMINISTRATIVE PROCEEDING

☐ Address change

☒ Substitution of Party

☐ I.C. § 42-222 transfer

☐ point of diversion	☐ place of use
☐ period of use	☐ nature of use
☐ split of water right	☐ change in ownership

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

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing. 2

DATED: May 18, 2007

Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on May 29, 2007, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:

LEVIN & RICHARD KINSEY
401 EDWARDS ST STE 1805
SHREVEPORT LA 71101

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:

CHARLEEN & BRIAN ABELY
104 ELIZABETH LANE
MIDDLETOWN CT 06457

4. One copy to:

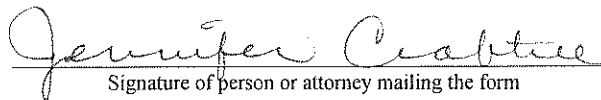
Each party in the subcase, or attorney of record

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. One Copy to:

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724


Signature of person or attorney mailing the form

RECEIVED

JAN 26 2007

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

Department of Water Resources
 Eastern 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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
~~22-12257~~	22-12257				

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 on file with the county Planning and Zoning or Recorder's Office).

OR

- D. 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 or equivalent **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)

Levin : Richard ~~Levin~~ Kinsey
 401 Edwards St. Ste. 1805

4. New Owner/Claimant(s)

Shreveport LA 7101

New Mailing Address

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
 Charleen : Brian Abely
 104 Elizabeth Lane

City, State and ZIP Code

Middle town CT 06457

New Telephone Number

(800) 347 4061

CM 5-9-07

5. Date you acquired the property

Jan. 3, 2005

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s)



(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____ Date _____
 Received by _____ Date _____
 Processed by _____ AJ Date _____

Receipt Amt. _____
 Receipt No. _____
 WR _____ Date _____

WARRANTY DEED

RECEIVED

JAN - 3 2005

TETON CO. CLERK & RECORDER

For Value Received **Richard N. Kinsey and Levin S. Kinsey, husband and wife**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Charleen B. Abely, a married woman as her sole and separate property

whose address is: **104 Elizabeth Lane, Middleton, CT 06457**

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

**Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho
Section 6: S1/2NE1/4**

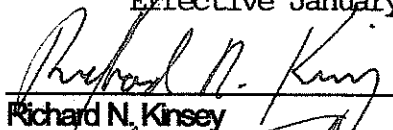
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

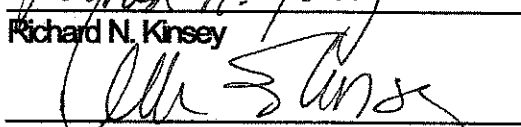
TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

SEE ALSO ADDENDUM TO WARRANTY DEED APPROVED BY GRANTEE ATTACHED HERETO AND MADE A

Dated: PART HEREOF.

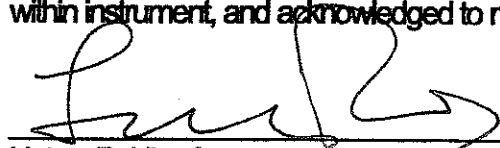
Effective January 1, 2005


Richard N. Kinsey


Levin S. Kinsey

STATE OF LOUISIANA
PARISH _____)ss.
COUNTY OF CADDO

On this 20th day of December, 2004, before me, a Notary public, personally appeared Richard N. Kinsey and Levin S. Kinsey, known or identified to me (or proved to me on the oath of), to be the persons whose names is subscribed to the within instrument, and acknowledged to me that they executed the same.


Notary Public of
Residing at
Commission Expires:

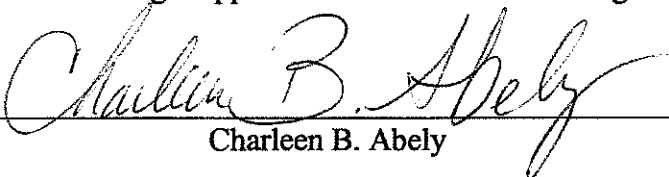
ADDENDUM TO WARRANTY DEED

Notwithstanding anything to the contrary contained in the foregoing Warranty Deed, the following additional provisions shall govern the sale from Grantor to Grantee, and in the event of a conflict between the terms of this Addendum and the terms of the Warranty Deed, the terms of this Addendum shall prevail, to-wit:

1. The sale of the subject property is being made by Grantor and accepted by Grantee subject to any and all servitudes, rights-of-ways, mineral reservations, mineral servitudes, mineral leases, restrictive covenants and any similar encumbrances established by law or of record in the official property records applicable to the subject property, and Grantor's warranty of title is limited to claims arising by, through or under Grantor, but not otherwise. Furthermore, it is agreed that the subject property is conveyed and all improvements and components parts, all plumbing, electrical systems, mechanical equipment, heating and ventilation systems and all other property located thereon is conveyed by Grantor and accepted by Grantee **"AS IS, WHERE IS,"** without any warranty of any kind whatsoever, even as to the metes and bounds, zoning, operation or suitability of such property for the use intended by Grantee, and without regard to the presence of apparent or hidden defects and with Grantee's full and complete waiver of any and all rights for the return of all or any part of the purchase price by the reason of any such defects. Grantee acknowledges and declares that neither Grantor nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Grantor, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which Grantee has relied, concerning the existence or non-existence of any quality, characteristic or condition of the subject property. Grantee has had full, complete and unlimited access to the subject property for all tests and inspections that Grantee, in her sole discretion, deems sufficiently diligent for the protection of her interests. Grantee expressly waives any warranty of fitness and any warranty against defects, whether apparent or latent, imposed by any applicable state or federal law, and the regulations or jurisprudence thereunder. Grantee expressly waives any claim or right of indemnity against Grantor regarding the existence of any toxic substance or materials or hazardous substance or materials including, without limitation, asbestos, PCBs, petroleum products or by-products. Grantee acknowledges that Grantor has satisfied all of his obligations regarding the existence of the underground storage tank ("UST") located in the subject property. Grantee has assumed full responsibility for the continued existence of the UST on the subject property, and hereby relieves Grantor of any and all claims of any nature whatsoever regarding the UST.

2. Grantee understands and agrees that the subject property is encumbered with a conservation easement in favor of the Teton Regional Land Trust, Inc. Grantee has reviewed the terms of the conservation easement and fully understands all covenants, encumbrances and obligations contained in the conservation easement. Grantee hereby assumes all such covenants, encumbrances and obligations relating to the conservation easement.

Grantee hereby acknowledges approval of the terms of the foregoing Addendum:


Charleen B. Abely

For Value Received **Charleen B. Abely and Brian J. Abely, wife and husband**

Warranty Deed
165516

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Charleen B. Abely, a married woman as her sole and separate property

whose address is: **104 Elizabeth Lane, Middleton, CT 06457**

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

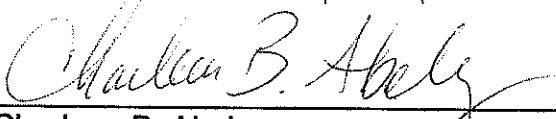
IT IS THE INTENT OF GRANTOR TO CONVEY HIS COMMUNITY INTEREST ONLY.

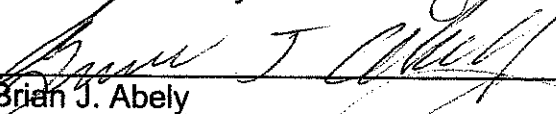
**Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho
Section 6: S1/2NE1/4**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: DEC. 22, 2004


Charleen B. Abely

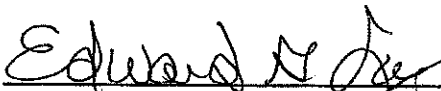

Brian J. Abely

STATE OF CONNECTICUT

)ss. MERIDEN

COUNTY OF NEW HAVEN

On this 22 day of December, 2004, before me, a ~~Notary public~~ ^{COMMISSIONER OF THE SUPERIOR COURT}, personally appeared Charleen B. Abely and Brian J. Abely, known or identified to me (or proved to me on the oath of), to be the persons whose names is subscribed to the within instrument, and acknowledged to me that they executed the same.



Notary Public of

Residing at:

Commission Expires:

COMMISSIONER OF THE SUPERIOR COURT

STATE OF CT

Edward N. Boyle

Notary Public of COMMISSIONER OF THE SUPERIOR COURT
Residing at: STATE OF CT
Commission Expires:

Instrument # 165516

DRIGGS, TETON, IDAHO

2005-01-03 09:49:09 No. of Pages: 1

Recorded for : FIRST AMERICAN TITLE

NOLAN G. BOYLE Fee: 3.00

Ex-Officio Recorder Deputy NGB

Index to: DEED, WARRANTY

165516

