

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

RIGHT NUMBER: 22-674E

NAME AND ADDRESS:

NORMAN BAILEY & KRISTINE CIESINSKI
LIVING TRUST
PO BOX 655
VICTOR ID 83455

SOURCE:

Source:
FOX CREEK

Tributary:

TETON RIVER

QUANTITY:

0.400 CFS

~~0.200 CFS~~

PRIORITY DATE:

06/01/1890

POINT OF DIVERSION:

T04N R46E S30 NWSNW
Within TETON County

PURPOSE AND
PERIOD OF USE:

Purpose of use:

Period of use:

Quantity:

IRRIGATION

04/15 10/31

0.400 CFS

~~0.200 CFS~~

PLACE OF USE:

IRRIGATION within TETON County

T04N R45E S27 NWSW 20.0

20 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

The appropriator is entitled to the quantity of water described above at the point of measurement in T4N, R45E, S26, NENWSE.

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

Water is delivered through Fox Creek Canal (Meyers Ditch).



Idaho Department of Water Resources

SRBA Recommendation:

22-674E

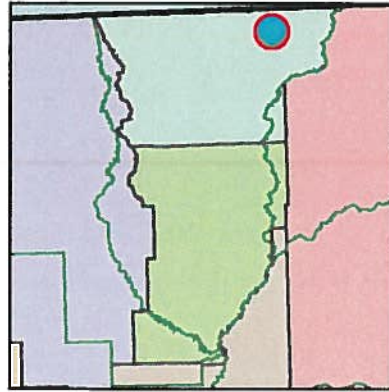
(Irrigation)

Legend

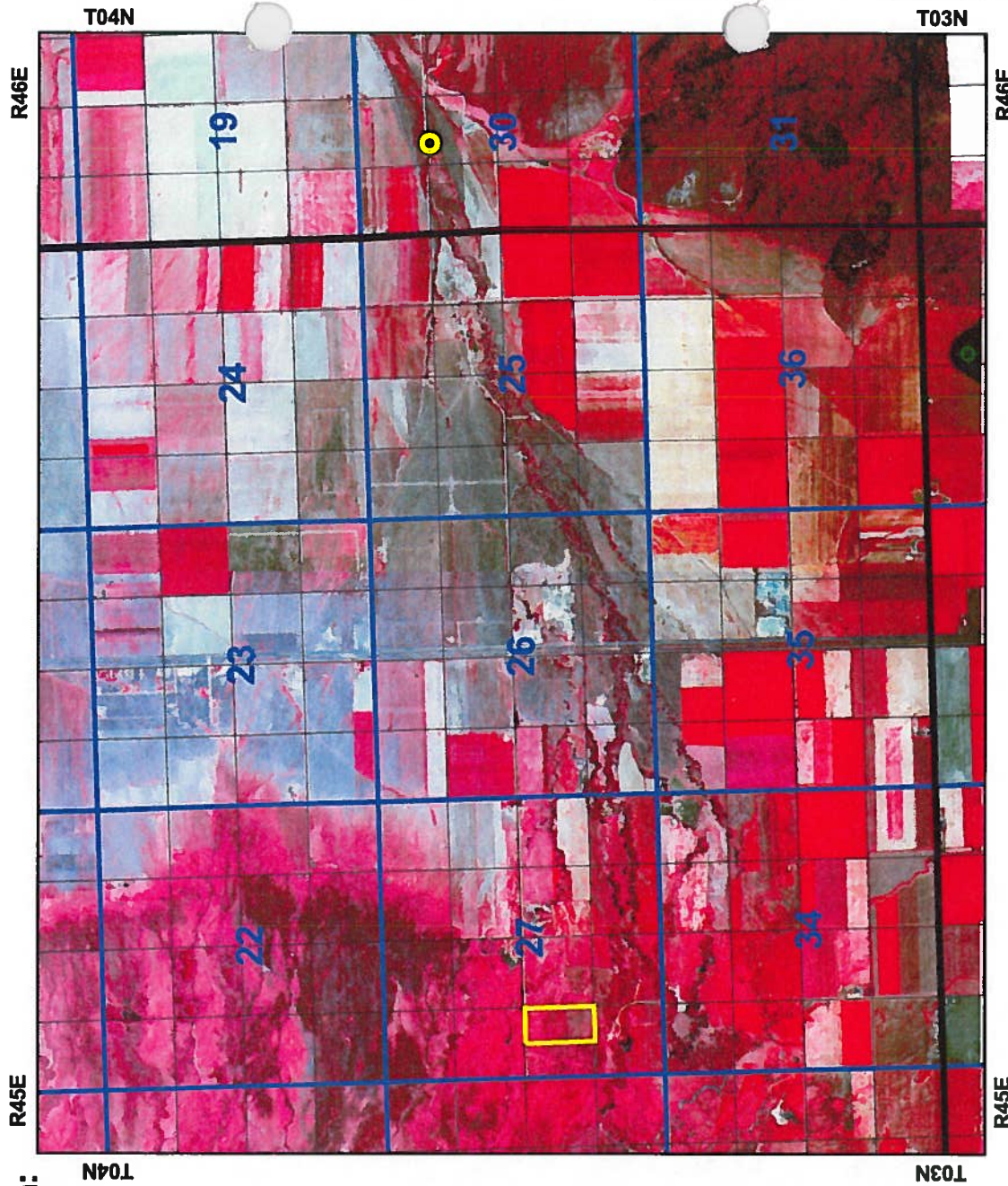
- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



SCANNED
AUG 14 2007



Teton County
IDWR Basin 22



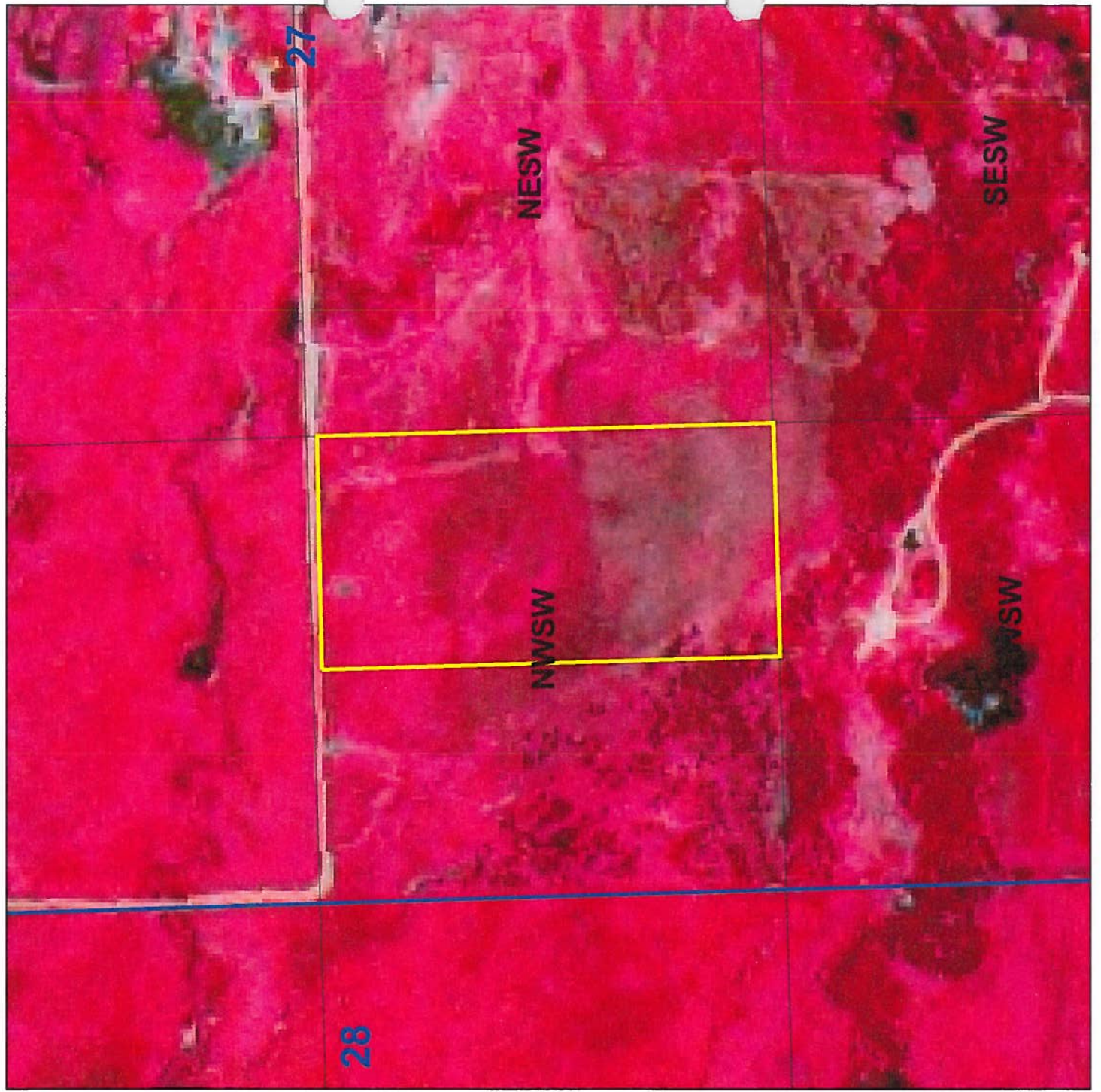
0 1 2 Miles

Prepared by T. Galbraith
On Monday, November 13, 2006
1987/88 Aerial Photography

22-674E



SCANNED
AUG 14 2007



Robert L. Harris, Esq. (ISB # 7018)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
1000 Riverwalk Dr., Ste. 200
P.O. Box 50130
Idaho Falls, Idaho 83405
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

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

In Re SRBA

Case No. 39576

Subcase Nos.: 22-674B, 22-674C,
22-674D, 22-674E

**AFFIDAVIT OF
BROOKE SAINDON**

STATE OF IDAHO)
) ss.
County of Teton)

I, Brooke Saindon, do solemnly swear (or affirm) that the testimony given in this sworn statement is the truth, the whole truth, and nothing but the truth, and that it is made on my personal knowledge.

1. I am over the age of eighteen (18) years old and competent to testify as the matters contained herein.

2. I, along with my husband Donn Saindon, are the former owners of the SW1/4 of Township 4N, Range 45E, Section 27, which we owned until November 30, 1987. At that point, we sold the northern one-half of the SW1/4, but retained the southern half of the SW1/4, for a total of eighty (80) acres. In 1998, we sold 38 of the 80 acres, and in 2007, we sold the remaining 42 acres.
3. The northern one-half of the SW1/4 of Township 4N, Range 45E, Section 27 is now divided into twenty acre parcels owned by (1) Katherine Ciesinski, (2) Kristine Ciesinski and Norman Bailey, (3) Jeff Carter and Josephine Warden, and (4) Bruce and Valerie Zohner. A map showing these properties is attached hereto as Exhibit A.
4. It is my understanding that Water Right No. 22-674 was originally appurtenant to the entire SW1/4 (160 acres) of Township 4N, Range 45E, Section 27. The water right was originally owned by Steven and Cynthia Crow, and allowed for the diversion of 1.6 cfs for irrigation purposes from a point of diversion located in the NW1/4SE1/4 of Township 4N, Range 45E, Section 26. A copy of a water report of this water right is attached hereto as Exhibit B.
5. During the time I owned the SW1/4 of Township 4N, Range 45E, Section 27 (160 acres), and the southern on-half of the SW1/4 of Township 4N, Range 45E, Section 27 (80 acres), I became familiar with the delivery system for surface water to my property and the property of my neighbors to the north. During the time I owned the property, I did not receive my water from the point of diversion located in the NW1/4SE1/4 of Township 4N, Range 45E, Section 26. I received water from a different point of diversion than my neighbors to the north. The water I received was pursuant to my shares in the Fox Creek Canal Company. I never received water pursuant to Water Right No. 22-674. I never filed a claim in the

Snake River Basin Adjudication for a portion of Water Right No. 22-674 while I owned the property.

6. All of the water delivered under Water Right No. 22-674 was delivered only to the property owned by the individuals listed in Paragraph 2 above.

DATED this 31 day of December, 2008.

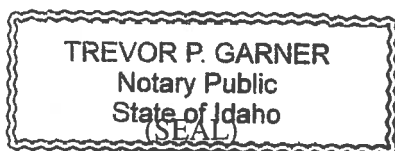


Brooke Saindon

STATE OF IDAHO)
)ss.
County of Teton)

On this 31st day of December, 2008, before me, the undersigned, a notary public, in and for said State, personally appeared BROOKE SAINDON, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



Notary Public for Idaho
Residing at 185 S MAIN DR, Idaho
My Commission Expires: 3-1-13

G:\WPDATA\IRLH\10149 CIESINSKI\Affidavit Brooke Saindon v 2.wpd.cdv

Robert L. Harris, Esq. (ISB # 7018)
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
1000 Riverwalk Dr., Ste. 200
P.O. Box 50130
Idaho Falls, Idaho 83405
Telephone: (208) 523-0620
Facsimile: (208) 523-9518

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

In Re SRBA

Case No. 39576

Subcase Nos.: 22-674B, 22-674C,
22-674D, 22-674E

**AFFIDAVIT OF
DONN SAINDON**

STATE OF IDAHO)
) ss.
County of Teton)

I, Donn Saindon, do solemnly swear (or affirm) that the testimony given in this sworn statement is the truth, the whole truth, and nothing but the truth, and that it is made on my personal knowledge.

1. I am over the age of eighteen (18) years old and competent to testify as the matters contained herein.

2. I, along with my wife Brooke Saindon, are the former owners of the SW1/4 of Township 4N, Range 45E, Section 27, which we owned until November 30, 1987. At that point, we sold the northern one-half of the SW1/4, but retained the southern half of the SW1/4, for a total of eighty (80) acres. In 1998, we sold 38 of the 80 acres, and in 2007, we sold the remaining 42 acres.
3. The northern one-half of the SW1/4 of Township 4N, Range 45E, Section 27 is now divided into twenty acre parcels owned by (1) Katherine Ciesinski, (2) Kristine Ciesinski and Norman Bailey, (3) Jeff Carter and Josephine Warden, and (4) Bruce and Valerie Zohner. A map showing these properties is attached hereto as Exhibit A.
4. It is my understanding that Water Right No. 22-674 was originally appurtenant to the entire SW1/4 (160 acres) of Township 4N, Range 45E, Section 27. The water right was originally owned by Steven and Cynthia Crow, and allowed for the diversion of 1.6 cfs for irrigation purposes from a point of diversion located in the NW1/4SE1/4 of Township 4N, Range 45E, Section 26. A copy of a water report of this water right is attached hereto as Exhibit B.
5. During the time I owned the SW1/4 of Township 4N, Range 45E, Section 27 (160 acres), and the southern on-half of the SW1/4 of Township 4N, Range 45E, Section 27 (80 acres), I became familiar with the delivery system for surface water to my property and the property of my neighbors to the north. During the time I owned the property, I did not receive my water from the point of diversion located in the NW1/4SE1/4 of Township 4N, Range 45E, Section 26. I received water from a different point of diversion than my neighbors to the north. The water I received was pursuant to my shares in the Fox Creek Canal Company. I never received water pursuant to Water Right No. 22-674. I never filed a claim in the

Snake River Basin Adjudication for a portion of Water Right No. 22-674 while I owned the property.

6. All of the water delivered under Water Right No. 22-674 was delivered only to the property owned by the individuals listed in Paragraph 2 above.

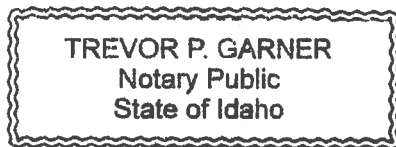
DATED this 24 day of December, 2008.

Donn Saindon
Donn Saindon

STATE OF IDAHO)
)ss.
County of Teton)

On this 24 day of December, 2008, before me, the undersigned, a notary public, in and for said State, personally appeared DONN SAINDON, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



(SEAL)

Trevor Garner
Notary Public for Idaho
Residing at 185 S MAIN / TRUS Idaho
My Commission Expires: 3-1-13

~~361~~

11-13-06

- This is an indeterminate decree.
- Using what was irrigated in 1987 as
POV
- Claimant owns 20 acres of decreed
POV = .2 cfs according to decreed
cfs/acre.

Th

SCANNED
AUG 14 2007

Claim No. 22-674E

Document Checklist

☒ Copy License/Decree Carol v Carlson & Gordon

☐ Copy Transfer

☐ Copy Licensing Field Exam

☐ Check if Ownership/Address Change is Required

☐ Generate, mail and file "Evidence of Priority" letter

☐ Generate Arcview Map

SCANNED

AUG 14 2007

Water Right No(s). _____

GPS DATA:

Tag # A0012259 Location: North wall of headgate

Diversion Data:

Source: Fox Creek Trib to: Teton River

MOTOR

Make: _____ Model: _____ Hp: _____
SN: _____

PUMP

Make: _____ Model: _____ Disch: _____
SN: _____

NOTES:

Field Exam Date: 9/9/06 Agent: DD

SCANNED

AUG 14 2007

Point of Diversion and Source Data Entry Form

Claim Number: _____

Water Right Point(s) of diversion and Source.

Water Right Point of Diversion: T _____, R _____, Sec. _____, _____, _____, _____, County: _____

Source: _____ Tributary to: _____

Water Right Point of Diversion: T _____, R _____, Sec. _____, _____, _____, _____, County: _____

Source: _____ Tributary to: _____

Claimed Point(s) of Diversion and Source.

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source	Tributary to
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Recommended Point(s) of Diversion and Source.

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source	Tributary to
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Other rights from this POD? _____

Transfers Pending or approved: _____

Document how the POD and Source were verified:

9/9/06
80

For full explanation please see claims A22-674D, A22-674B

Reviewer: _____ Date: _____

SCANNED

AUG 14 2007

Place Of Use Data Entry Form

Claim Number: _____

Claimed Place Of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total acres _____

Recommended Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total acres _____

Pending or approved Transfers: _____

Overlapping rights: _____

Document how the POU was verified:9/9/06
SD

Field exam showed that claim is irrigated with a series of ditches and dams and subwater irrigation.
For a map of POU please see claims A22-674D & A22-674B

Reviewer: _____ Date: _____

SCANNED

AUG 14 2007

(vi) Nature of Use: Irrigation.

(c) That the court should enter its decree decreeing said water rights in accordance with the conclusions of law stated above and award judgment against Plaintiffs Steven M. Crow and Cynthia Crow, husband and wife, to Defendants Ray Gordon and Mary Jean Gordon for their costs in this matter in the sum of \$1,247.85.

(d) That a certified copy of said decree be recorded in the records of Teton County, Idaho, and another certified copy of said decree be forwarded to the State of Idaho Department of Water Resources for filing within that Department's records.

JUDGMENT AND DECREE

By reason of the facts found by the court, and the Conclusions of Law based upon said facts, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

22-0674 (a) The following water rights are hereby quieted in the Plaintiffs Steven M. Crow and Cynthia Crow, husband and wife:

(i) Priority date: June 1, 1890

(ii) Source: Fox Creek, a tributary of Teton River, in Teton County, Idaho.

(iii) Amount: 80 miners inches

(iv) Point of Diversion: On Fox Creek, at a point approximately 800 feet East and 50 feet South of the Northwest corner of the Southeast Quarter of Sec-

SCANNED

tion 26, Township 4 North, Range 45 East, Boise Meridian, in Teton County, Idaho.

(v) Place of Use: The Southwest Quarter of Section 27, Township 4 North, Range 45 East, Boise Meridian, in Teton County, Idaho.

(vi) Nature of Use: Irrigation.

22-0675 (b) That the following water rights are hereby quieted in Defendants Ray Gordon and Mary Jean Gordon, husband and wife:

(i) Priority date: June 1, 1890

(ii) Source: Fox Creek, a tributary of Teton River, in Teton County, Idaho.

(iii) Amount: 40 miners inches

(iv) Point of Diversion: On Fox Creek, at a point approximately 800 feet East and 50 feet South of the Northwest corner of the Southeast Quarter of Section 26, Township 4 North, Range 45 East, Boise Meridian, in Teton County, Idaho.

(v) Place of Use: The South Half Southwest Quarter of Section 26, Township 4 North, Range 45 East, Boise Meridian, and also upon the South Half Southeast Quarter of Section 27, Township 4 North, Range 45 East, Boise Meridian, all in Teton County, Idaho.

(vi) Nature of Use: Irrigation.

(c) The Defendants Ray Gordon and Mary Jean Gordon be, and they are hereby awarded judgment in the sum of

Law Offices
HOLDEN, KIDWELL, HAHN & CRAPO, P.C.

FRED J. HAHN
KENT W. FOSTER
ROBERT E. FARNAM
WILLIAM D. FALER
CHARLES A. HOMER
GARY L. MEIKLE
DONALD L. HARRIS
DALE W. STORER
MARIE T. TYLER
ROBERT M. FOLLETT
FREDERICK J. HAHN, III
KARL R. DECKER
THEL W. CASPER
SHAN B. PERRY
AMELIA A. SHEETS

U.S. BANK BUILDING
330 SHOUP AVENUE, THIRD FLOOR
P.O. BOX 50130
IDAHO FALLS, IDAHO 83405

TELEPHONE (208) 523-0620
FACSIMILE (208) 523-9518
E-MAIL KFOSTER@HOLDENLEGAL.COM

Arthur W. Holden
(1877-1967)
Robert B. Holden
(1911-1971)
Terry L. Crapo
(1939-1982)
William S. Holden
(1907-1988)

RECEIVED

JUN 20 2001

Department of Water Resources
Eastern Region

June 12, 2001

IDAHO DEPARTMENT
OF WATER RESOURCES
900 N. Skyline
Idaho Falls, ID 83402-1718

RE: 22-674E.

Dear ladies and gentlemen:

We were recently contacted and our advice was requested by Kristine Ciesinski, Norman Bailey and Katherine Ciesinski of Victor, Idaho, with respect to a possible dispute over portions of a decreed water right on Fox Creek with Mr. D. Ray Gordon, also of Victor, Idaho. The right in question was decreed to one Michael Byrne in the Rexburg Decree (in one place in that Decree, he is referred to as Michael "Bayne"). The Decree awarded Byrne 120 inches of the waters of Fox Creek with a priority of June 1, 1890, for the irrigation of the Southwest Quarter of Section 27 and the South Half of the Southwest Quarter of Section 26 in Township 4 North, Range 45 East, some 240 total acres. This water right also became the subject of a lawsuit between Gordons and Crows in the early 1980's, which resulted in the Idaho Court confirming the provisions of the Rexburg Decree in a 1984 decision in the case of *Crow v. Carlson*, 107 Idaho 461, 690 P.2d 1916 (1984).

At the time of the Idaho Supreme Court decision, the Southwest Quarter of Section 27 was owned by Crows and the South Half of the Southwest Quarter of Section 26 was owned by Gordons. The Court made it clear that eighty (80) inches of the right went with the Crow 160 acres and forty (40) inches with the Gordon 80 acres. By 1987, the south half of the Crow 160 had been sold and the north half of that 160 acres (actually said 80 acres plus a 20 acre parcel to the east described as the W ½ NW NE of the same Section for a total of 100 acres) was sold to Lloyd and Valerie Willden. In 1991, the Willdens entered into a contract to sell 80 of their 100 acres (described as the SW NW NE, NW SW, W ½ NE SW and SE NE SW of said Section) to D. Ray and Mary Jean Gordon. The contract recites that sixty (60) inches of the Byrne decreed right was included with this right. However, the sale was never completed and no deed to Gordons was ever recorded. In 1994, a Quitclaim Deed from Gordons back to Willdens for the same eighty (80) acres and appurtenances was recorded.

SCANNED

AUG 14 2007

At the present time, the S ½ SW, Section 26 is still owned by the Gordons. But the 100 acres formerly owned by Willdens is owned by four new owners. The western most twenty (20) acres (W ½ NW SW) is owned by Katherine Ciesinski; the next twenty (20) acres to the east (E ½ NW SW) is owned by Kristine Ciesinski and Norman Bailey; the next twenty (20) acres, continuing east, (W ½ NE SW) is owned by Jeff Carter and Josephine Warden; and the next forty (40) acres (E ½ NE SW and W ½ NW SE) is owned by Bruce and Valerie Zohner.

There seems to be agreement among all affected parties that prior to Willdens' acquisition of the N ½ SW Section 27 in 1987, all of the water rights formerly decreed for use on the entire SW ¼ of said Section had been transferred in fact and used exclusively upon the N ½ of that quarter section. This accomplished transfer is consistent with the SRBA claims as presently filed.

Originally, the Byrne decreed right appears to have been numbered 22-192. That number appears to have been superseded by numbers 22-674 and 22-675. Our review of the records indicates that 22-675 is the Gordons' SRBA claim for forty (40) inches (.8 cfs) for the S ½ SW Section 26 and S ½ SE Section 27 (we assume this includes a claim of an accomplished transfer or an enlargement to the land in Section 27). 22-674 appears to cover the eighty (80) inches (1.6 cfs) awarded to the SW ¼ of Section 27, now only claimed on the N ½ of that SW ¼ as follows:

22-674B	Jeff Carter and Josephine Warden	20 inches (.4 cfs) for 20 acres in NE SW Section 27
22-674C	Bruce and Valerie Zohner	20 inches (.4 cfs) for 20 acres in NE SW Section 27
22-674D	Katherine Ciesinski	20 inches (.4 cfs) for 20 acres in NW SW Section 27
22-674E	Kristine Ciesinski and Norman Bailey	20 inches (.4 cfs) for 20 acres in NW SW Section 27.

To our knowledge, there are no other SRBA claims pending which claim any portion of the Michael Byrne decreed right. But there has been some assertion by Mr. Ray Gordon to the effect that during the period between 1991 and 1994, when he was purchasing some eighty (80) acres of the Willden land on contract, he changed the place of use of some of the decreed water right formerly appurtenant to the Willden land. There is an ongoing dialogue regarding this assertion, but, at this time we would point out the following facts which have been disclosed by our research.

1. We have found no adjudication claim filed by Gordons to more than forty (40) inches of the Byrne right, only claim number 22-675.

SCANNED

AUG 14 2007

Idaho Department of Water Resources
June 12, 2001
Page 3

2. We have been able to find no Application for Transfer of any of the eighty (80) inches claimed under 22-674 as would have been required by Idaho Code Sections 42-108 and 42-222.

3. The period during which any such change would have been made by Gordons, 1991-1994 is too late for an accomplished transfer to have taken place under the requirements of Idaho Code Section 42-1425.

4. Adverse possession could not have occurred after 1991 because of the provisions of Idaho Code Section 42-607.

5. Our view of the farming operation of Gordons in the S ½ SW Section 26 and S ½ SE Section 27, and our review of the aerial and satellite photos suggests that Gordons do not irrigate more than forty (40) acres within this 160 acre total anyway.

Our conclusion from all we have heard and seen regarding the Byrne decreed right is that eighty (80) inches is still appurtenant to the N ½ SW Section 27, and on behalf of Katherine Ciesinski, Kristine Ciesinski and Norman Bailey, we hereby call for delivery of water pursuant to said rights (22-674D and 22-674E) so long as water is available to fill or partially fill the June 1, 1890 priority.

Thank you for your kind attention to this matter.

Very truly yours,



Kent W. Foster

cc. Ronald D. Carlson, District 01 Watermaster
Clay Fullmer, Deputy Watermaster for Teton Basin
Katherine Ciesinski
Kristine Ciesinski & Norman Bailey
Ray Rigby

G:\WPDATA\AKW\F\10149\IDWR01 ltr wpd\ljm

SCANNED
AUG 14 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

October 24, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

KRISTINE CIESINSKI & NORMAN BAILEY
PO BOX 655
VICTOR ID 83455

RE: CHANGE IN OWNERSHIP FOR 22-674A

Dear Ms. Ciesinski & Mr. Bailey:

The request for Change in Ownership for a portion of the above-referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

22-674C, 0.4 CFS ON 20 ACRES, ZOHNER
22-674D, 0.4 CFS ON 20 ACRES, KATHERINE CIESINSKI
22-674E, 0.4 CFS ON 20 ACRES, KRISTINE CIESINSKI &
NORMAN BAILEY

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,


Jennifer Crabtree
Technical Records Specialist

Enclosure

SCANNED

AUG 14 2007

DELOG DC 7/18/00
RECEIVED

JUL 13 2000

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

Department of Water Resources
Eastern Region

RECEIVED

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

JUL 21 2000

1. Water Right No(s): _____
Adjudication Claim No(s): A22-00674A
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** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.) **OR**
 - C. If your water right or adjudication claim 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: Valerie Willden
4. New Owner/Claimant(s): KRISTINE F. CIESINSKI + NORMAN S. BAILEY TRUST
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or 9 LIVING
 New Mailing Address: KRISTINE CIESINSKI + NORMAN BAILEY TRUST
 City, State and ZIP Code: PO. BOX 655 / 170 West, 550 South VICTOR IDAHO 83455
 New Telephone Number: (208) 787-2580
5. Date you acquired the property: Jan. 12, 1996
6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. 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.

Number of acres you irrigate with this water right _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) or Claimant(s): Kristine Ciesinski
Norman Bailey

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign 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.

SCANNED
AUG 14 2007

120309

33-8649-0

RECEIVED

American Land Title Co.
P.O. Box 644
Driggs, ID 83422

JUN 20 1995

Warranty Deed

RECEIVED

JUL 27 2000

TETON Co. Id.
Clerk Recorder

For Value Received

LLOYD J. WILLDEN AND VALERIE L. WILLDEN,

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

THOMAS T. MANSANAREZ AND ROBIN L. MANSANAREZ, HUSBAND AND WIFE Eastern District Office

whose current address is

P.O. Box 109, Victor, ID 83455

the grantees, the following described premises, in

Teton

County Idaho, to wit:

Township 4 North, Range 45 East, Boise Meridian, Teton County,
Idaho. Section 27: E1/2NW1/4SW1/4.

120309

FILED

AT THE REQUEST OF

American Land
AT 2:30 PM

DATE June 20, 1995

BY [Signature]
CLERK OF RECORDER
DEPUTYFilmed
Indexed
Platted

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s),
their heirs and assigns forever. And the said Grantor(s) do hereby covenant to and with the said
Grantee(s), that they are the owner in fee simple of said premises; that they are free from all incumbrances
except: Subject to all existing patent reservations, easements, rights of way, protective
covenants, zoning ordinances, and applicable building codes, laws and regulations.
and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: June 16, 1995

[Signature]
LLOYD J. WILLDEN[Signature]
VALERIE L. WILLDEN

STATE OF IDAHO, COUNTY OF Teton
On this 16th day of JUNE, 1995,
before me, a notary public in and for said State, personally appeared

LLOYD J. WILLDEN
VALERIE L. WILLDEN

known to me to be the person whose name appears is
subscribed to the within instrument, and acknowledged to me that
he executed the same.

[Signature]
Notary Public
Residing at
Comm. Expires 6-28-97

STATE OF IDAHO
COUNTY OF Nez Perce

On this 19th day of June, in the year 1995,
before me, Kathleen R. Renfro, personally appeared
Valerie L. Willden, known to me to be the
an individual

person whose name is subscribed to the within instrument as...
and acknowledged to me she executed the same as such

THREE INDIVIDUAL
NOTARY PUBLIC
STAT IDAHO

[Signature]
Notary Public
Residing at Clarkston, WA
comm. exp 11-19-98

120309

COMPANY

G
Co.

2

J.
and
I.R.and
said
and

INSTRUMENT NO.

195
[Signature]

122850

35-8876-
Alliance Title & Escrow Corp.
P.O. Box 644
Driggs, Idaho 83422

RECEIVED

JAN 23 1996

TETON Co. Id.
For Value Received

Warranty Deed

THOMAS T. MANSANAREZ AND ROBIN L. MANSANAREZ, H&W

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

KRISTINE CIESINSKI

whose current address is

P.O. Box 655
Victor, IDAHO 83455

the grantee, the following described premises, in Teton County Idaho, to wit:

Township 4 North, Range 45 East Boise Meridian, Teton County, Idaho
Section 27: E1/2NW1/4SW/14

RECEIVED

JUL 21

Department of War
Eastern District

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee, that the y the owner s in fee simple of said premises; that they are free from all incumbrances

and that the y will warrant and defend the same from all lawful claims whatsoever.

Dated: January 12, 1996

THOMAS T. MANSANAREZ

ROBIN L. MANSANAREZ

122850

STATE OF IDAHO, COUNTY OF Teton
On this 16th day of January, 1996
before me, a notary public in and for said State, personally appeared

Thomas T. Mansanarez
Robin L. Mansanarez

known to me to be the persons whose name s are
subscribed to the within instrument, and acknowledged to me that
they executed the same.

Notary Public
Residing at Teton, Idaho
Comm. Expires 6-28-97

FILED
AT THE REQUEST OF

ALLIANCE TITLE AND ESCROW

AT 30 MINUTES PAST 1 P.M.

DATE Jan. 23, 1996

Clara J. Drake
CLERK OF RECORD

By Mrs. Figher
AUG 14 1997

Filmed ☒
Indexed ☒
Platted ☒

RECEIVED

122851

45-8546-2
Alliance Title & Escrow Corp.
P.O. Box 644
Driggs, Idaho 83422

JAN 23 1996

QUITCLAIM DEED

TETON Co. Id
For Value Received

KRISTINE CIESINSKI

do hereby convey, release, remise and forever quit claim unto

KRISTINE CIESINSKI, NORMAN BAILEY, AND KATHERINE CIESINSKI

whose current address is

P.O. Box 655, Victor, Idaho 83455

the following described premises, to-wit:

Township 4 North, Range 45 East Boise Meridian, Teton County, Idaho
Section 27: E1/2NW1/4SW1/4

RECEIVED

JUL 21 2000

Department of Water Resources
Eastern District Office

together with their appurtenances.

Dated: January 12, 1996

Kristine Ciesinski
Kristine Ciesinski

122851

STATE OF IDAHO, COUNTY OF *Teton*
On this *16th* day of *Jan.*, 1996
before me, a notary public in and for said State, personally
appeared

Kristine Ciesinski

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to
me that she executed the same.

Dee J. Stewart
Notary Public
Residing at *Teton*, Idaho
Comm. Expires *6-28-97*

FILED

AT THE REQUEST OF

ALLIANCE TITLE AND ESCROW

AT 31 MINUTES PAST 1 P.M.

DATE *Jan. 23, 1996*BY *Dee J. Drake*

CLERK OF RECORDS

BY *Dee J. Drake*

Filed ☒
Indexed ☒
Platted ☒

SCANNED

L-70 1/10/96

Furnished by the

ALLIANCE
TITLE & ESCROW CORP.

AUG 14 2007

122851

RECEIVED

AUG 11 1997

127910
QUITCLAIM DEED

First American Title Company

T-6369

TETON CO. ID
CLERK RECORDER

For Value Received KRISTINE CIESINSKI, NORMAN BAILEY, and KATHERINE CIESINSKI

do hereby convey, release, remise and forever quit claim unto

KRISTINE CIESINSKI and NORMAN BAILEY
whose address is:

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

TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO

SECTION 27: E1/2NW1/4SW1/4

together with their appurtenances.

Dated:

Katherine Ciesinski
KATHERINE CIESINSKI
Kristine Ciesinski
KRISTINE CIESINSKI

Norman Bailey
NORMAN BAILEY

STATE OF N.Y.
COUNTY OF N.Y.

On this 1st day of July in the year 1997, before me, a Notary Public in and for said State, personally appeared KATHERINE CIESINSKI, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument, and acknowledged to me that she executed the same.

Doris Lass
Notary Public of Sedgewick NY 10463
Residing at 3850
Commission Expires DORIS 02/28/99
Notary Public, State of New York
No. 618A579739
Qualified Bronx County
Commission Expires 02/28/99

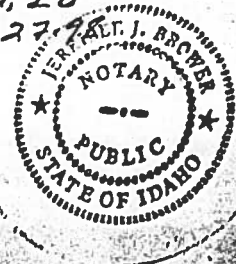
STATE OF Idaho
COUNTY OF Teton

On this 7th day of August in the year 1997, before me, a Notary Public in and for said State, personally appeared KRISTINE CIESINSKI and NORMAN BAILEY known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.

Loraine J. Brower
Notary Public of Idaho
Residing at Teton, ID
Commission Expires 2-27-98

127910
FILED
AT THE REQUEST OF

First American
AT 11 MINUTES PAST 3 P.M.
DATE Aug. 11, 1997
Ada J. Drake
BY Nora H. Hays
CLERK OF RECORD
DEPUTY



127910

RECEIVED

AUG 11 1997

127911

QUITCLAIM DEED

TETON CO., ID
CLERK RECORDER

For Value Received KRISTINE CIESINSKI and NORMAN BAILEY, wife and husband

do hereby convey, release, remise and forever quit claim unto

KRISTINE F. CIESINSKI and NORMAN S. BAILEY, wife and husband
whose address is:

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

TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO

SECTION 27: E1/2NW1/4SW1/4

together with their appurtenances.

Dated:

Kristine Ciesinski
KRISTINE CIESINSKI

Norm Bailey
NORMAN BAILEY

STATE OF IDAHO)
COUNTY OF TETON)

On this 7TH day of AUGUST, in the year 1997, before me, a Notary Public in and for said State, personally appeared KRISTINE CIESINSKI and NORMAN BAILEY, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.

Jerrilee J. Brown
Notary Public of Idaho
Residing at Teton, Idaho
Commission Expires 2-27-98



127911

FILED

AT THE REQUEST OF

First American

AT 12 MINUTES PAST 3 P.M.

DATE Aug. 11, 1997

BY Carol A. Drake

CLERK OF RECORD

BY Norm Bailey DEPUTY

127911

133419
QUITCLAIM DEED

RECEIVED
MAR 24 1999
TETON CO. ID.
CLERK/RECORDER

For Value Received NORMAN S. BAILEY and KRISTINE F. CIESINSKI, husband and wife

do hereby convey, release, remise and forever quit claim unto

NORMAN S. BAILEY and KRISTINE F. CIESINSKI, TRUSTEES or their successors in trust under the NORMAN BAILEY AND KRISTINE CIESINSKI LIVING TRUST dated March 4, 1998 and any amendments thereto whose address is: 179 W. 550 S., VICTOR, ID, 83455

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

TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO
SECTION 27: E1/2NW1/4SW1/4

together with their appurtenances.

Dated:

Norman S. Bailey
NORMAN S. BAILEY

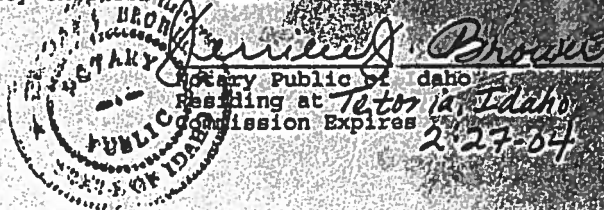
Kristine F. Ciesinski
KRISTINE F. CIESINSKI

STATE OF IDAHO)

) ss

COUNTY OF TETON)

On this 18th day of March, in the year 1999, before me, a Notary Public in and for said State, personally appeared NORMAN S. BAILEY and KRISTINE F. CIESINSKI, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.



133419

FILED

AT THE REQUEST OF

Kristine F. Ciesinski
AT _____ MINUTES PAST 13 M
DATE *Mar 23 1999*
Shirley A. Doyle
CLERK OF RECORD
DEPUTY

133419

POLICY OF TITLE INSURANCE

Schedule A

Office File Number: **35-8886-N**
Policy Number: **13 0043 106 00000154**
Date of Policy: **January 23, 1996, at 01:31 pm**
Amount of Insurance: **\$65,000.00**
Premium: **\$337.62**

RECEIVED

JUL 21 2000

Department of Water Resources
Eastern District Office

1. Name of Insured:

KRISTINE CIESINSKI, NORMAN BAILEY and KATHERINE CIESINSKI, husband and wife

2 The estate or interest in the land which is encumbered by the insured mortgage is:

FEE SIMPLE

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

KRISTINE CIESINSKI, NORMAN BAILEY and KATHERINE CIESINSKI, husband and wife

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

SEE SCHEDULE B

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

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

Township 4 North, Range 45 East Boise Meridian, Teton County, Idaho
Section 27: E1/2NW1/4SW1/4

SCHEDULE A

Owner Form

OWNER.POL

Valid Only If Schedule B and Cover Are Attached

SCANNED

AUG 14 2007

SCHEDULE B

Policy Number: 13 0043 106 00000154

EXCEPTIONS FROM COVERAGE

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

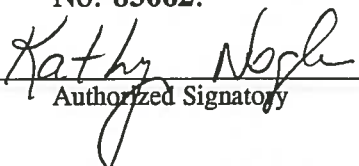
General Exceptions:

- (1) Rights or claims of parties in possession now shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired area or matters contradictory to any survey plat shown by the public records.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- (6) Taxes or special 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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by records of such agency or by the public records.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

7. Taxes for the year 1996 and subsequent years, which are an accruing lien, due and payable on or before December 20 of said year.

8. Easement to and from Fall River Rural Electric Cooperative, Inc., recorded April 6, 1979, Instrument No. 83062.


Authorized Signatory

SCHEDULE B - PART 1 (STANDARD COVERAGE)

Owner Form.

OWNER.POL

SCANNED
AUG 14 2007

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

13 0043 106 00000154

CHICAGO TITLE INSURANCE COMPANY

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

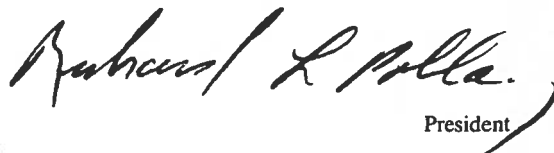
1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

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

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

Issued by:
ALLIANCE TITLE AND
ESCROW CORPORATION
130 E. MAIN STREET
REXBURG, ID 83440
(208) 356-9324

CHICAGO TITLE INSURANCE COMPANY
By:


President



By:


Secretary

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

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

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

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

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

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

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

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

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

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

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

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

5. PROOF OF LOSS OR DAMAGE

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

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

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

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

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

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

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

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

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

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

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligation to the insured under this policy for the claimed loss or damage, other than payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with the Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company
Claims Department
171 North Clark Street
Chicago, Illinois 60601-3294

AUG 14 2007

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

SCANNED
AUG 14 2007

ALLIANCE

TITLE & ESCROW CORP.

January 05, 1996

Order No: 35-8886-N
RE: Mansanarez/Bailey

ALLIANCE TITLE & ESCROW CORP.
P.O. BOX 644
DRIGGS, ID 83422
ATTN: STACY

RECEIVED

JUL 21 2000

Department of Resources
Eastern District Office

In connection with the above transaction, we enclose:

X - Commitment

X - Plat

*** ESTIMATED BILLING ***

OWNERS	\$65,000.00	\$432.50
EXT. MORTGAGE	\$	\$
ENDORSEMENTS	\$	\$
RECORDING FEE	\$	\$
RECONVEYANCE FEE	\$	\$ 40.00
LESS CREDIT	\$	\$ 94.88

In the event this transaction fails to close and this commitment is cancelled, a fee will be charged as authorized by the State Insurance Commission Regulations.

"THANK YOU" for the privilege of serving you. Please remember to designate Alliance Title & Escrow Corp. in your next title or escrow closing transaction.

If you should have any questions or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

ALLIANCE TITLE & ESCROW CO.

By:

Kathy Nagle
Kathy Nagle

TRANS-CORP

READ & APPROVED

W. J. Mansanarez
W. J. Mansanarez

READ & APPROVED

Richard C. Cushman



130 EAST MAIN • P.O. BOX 732 • REXBURG, ID 83440
208 356 9323 • FAX 208 356 9325 • 1.800.657.6364

SCANNED
AUG 14 2007

LETTER OF CLOSING INSTRUCTIONS

TO

ALLIANCE

TITLE & ESCROW CORP.

Date January 16, 1996Escrow No. 35-8886-N

We, the undersigned, hereby instruct Alliance Title hereinafter referred to as "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information:

The parties have entered into a contract for the purchase and sale of subject property entitled Real Estate Purchase and Sale Agreement and dated January 4 1996, hereinafter referred to as the contract. The "Closing Agent" is hereby instructed to close the transaction in accordance with the terms of the contract as well as these instructions. HOWEVER, in the event the terms of the contract and the terms of these instructions shall conflict, the terms of these instructions shall control.

PROPERTY: Ptn. of Sec.27, T4N, R45 EBM Victor, ID.

BUYER: Kristine Ciesinski

SELLER: Thomas T. Mansanarez and Robin L. Mansanarez

TERMS:
Sale Price \$ 65,000.00

Payable as follows:

Earnest Money Deposit	\$ <u>0.00</u>	held by _____
Cash (approximate)	\$ <u>65,000.00</u>	
Assumption of	\$ _____	approximate balance owing to _____
Assumption of	\$ _____	approximate balance owing to _____
New Loan amount	\$ <u>0.00</u>	from _____
Deed of Trust (Mortgage) amount	\$ _____	in favor of _____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

In the event more than one deed of trust or mortgage is to be recorded in connection with this transaction, said liens shall be recorded in the following order of priority:

1st lien shall be in favor of _____ in the amount of \$ _____

2nd lien shall be in favor of _____ in the amount of \$ _____

3rd lien shall be in favor of _____ in the amount of \$ _____

In the event this transaction involves a new loan or assumption of existing loan, these instructions must conform to the instructions of that lender.

January 16, 1996

January 16, 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

July 21, 2000

KRISTINE CIESINSKI
NORMAN BAILEY
PO BOX 655
VICTOR ID 83455

RE: OWNERSHIP CHANGE FOR A22-00674A & CHECK NO. 1011 DATED
JULY 20, 2000 FOR \$25.00.

Dear Ms. Ciesinski & Mr. Bailey:

Thank you for resubmitting the above referenced ownership change. Our office will process it as soon as possible.

There is no fee for changing ownership of rights within the boundary of the Snake River Basin Adjudication. Therefore, I am returning your check for \$25.00.

Sincerely,

Jennifer Crabtree
Technical Records Specialist

Enclosure

SCANNED

AUG 14 2007

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 22-674E
Date Received: 10/19/00
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

NORMAN BAILEY AND KRISTINE CIESINSKI LIVING TRUST
PO BOX 655
VICTOR ID USA 83455

2. Date of Priority: 06/01/1890

3. Source: FOX CREEK Trib. to: TETON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
04N	45E	26	NE NW	SE	TETON

5. Description of diverting works:

HEADGATES AND DITCHES TO FLOOD IRR

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION		04/01	10/31	0.4

7. Total Quantity Appropriated is:

0.4 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	45E	27	NW SW		IRRIGATION	20

A2200674E



Section Acres 20

Total Acres 20

11. Place of use in counties: TETON

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: Decreed

SCANNED
AUG 14 2007

11/13/2006

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

RIGHT NUMBER: 22-674E

NAME AND ADDRESS: NORMAN BAILEY & KRISTINE CIESINSKI LIVING TRUST
PO BOX 655
VICTOR ID 83455

SOURCE: FOX CREEK

TRIBUTARY: TETON RIVER

QUANTITY: 0.200 CFS

PRIORITY DATE: 06/01/1890

POINT OF DIVERSION:
T04N R46E S30 NWSENW Within TETON County

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	IRRIGATION	04/01 10/31	0.200 CFS
PLACE OF USE:	<u>IRRIGATION in TETON County</u>		
	T04N R45E S27	NWSW 20.00	
	20 ACRES TOTAL		

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed