Andrew J. Waldera, ISB No. 6608 SAWTOOTH LAW OFFICES, PLLC 1101 W. River Street, Suite 110 Boise, ID 83702 T (208) 629-7447 F (208) 629-7559 E andy@sawtoothlaw.com

Attorneys for Arthur V. and Katherine M. Gideon

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

In Re CSRBA

Case No. 49576

Consolidated Subcase Nos. 95-16445 (Farley) and 95-18409 (Gideon)

RESPONSE TO FARLEY'S MOTION TO ALTER OR AMEND SPECIAL MASTER'S MEMORANDUM DECISION / REPORT & RECOMMENDATION

Arthur and Katherine Gideon ("Gideon" or the "Gideons"), by and through undersigned counsel of record and pursuant to the Special Master's Notice Setting Hearing on Motion to Alter or Amend (May 9, 2024), as amended by the parties' Stipulation to Move Hearing on Motion to Alter or Amend (Jun. 24, 2024), hereby submit this response to Brian T. Farley's ("Farley") Motion to Alter or Amend Special Master's Memorandum Decision / Report & Recommendation (Apr. 29, 2024) ("MAA"). Gideon opposes Farley's MAA based on the record in these consolidated subcases and the points and authorities recited herein; the Special Master should uphold his Memorandum Decision and Order on Gideons' Motion for Summary Judgment; Special Master's Report and Recommendation (Mar. 19, 2024) ("Order").

RESPONSE TO FARLEY'S MOTION TO ALTER OR AMEND SPECIAL MASTER'S MEMORANDUM DECISION / REPORT & RECOMMENDATION – Page 1

A. Applicable Legal Standard

Though Amended CSRBA Administrative Order 1 Rules of Procedure (Mar. 4, 2015) ("AO1") § 18 styles this motion as one to "alter or amend," it is in substance a motion to reconsider an interlocutory order of the Special Master. This is because the Special Master's Order (and recommendation) is just that: a "recommendation" to the Presiding Judge leading to subsequent entry of a final appealable judgment (a "partial decree"). See AO1 §§ 18-19. Therefore, the standards governing motions seeking reconsideration of interlocutory orders provided in Idaho Rule of Civil Procedure 11.2(b) (formerly Rule 11(a)(2)(B)) govern.

A party moving for reconsideration under Rule 11.2(b) is permitted to present new or additional evidence in support, but is not required to do so. *See*, e.g., *Johnson v. Lambros*, 143 Idaho 468, 473, 147 P.3d 100, 105 (Ct. App. 2006). When new or additional evidence is presented on reconsideration the court should consider the same as it bears on the correctness of the interlocutory order. *See*, e.g., *Coeur d'Alene Mining Co. v. First Nat'l Bank*, 118 Idaho 812, 823, 800 P.2d 1026, 1037 (1990).

In the context of prior summary judgment proceedings however, whether a trial court chooses to consider new or additional evidence at the reconsideration stage is left to its discretion. Summerfield v. St. Lukes McCall, Ltd., 169 Idaho 221, 232-234, 494 P.3d 769, 780-782 (2021). This is because Rule 11.2(b) "is not designed to allow parties to bypass timing rules or fail to conduct due diligence prior to a court's ruling." Id., 169 Idaho at 228, 494 P.3d at 776, quoting Ciccarello v. Davies, 166 Idaho 153, 456 P.3d 519 (2019). The primary purpose of a Rule 11.2(b)-

¹ Rule 59(e) provides for motions to "alter or amend," but applies to efforts seeking to alter or amend final appealable judgments, as opposed to interlocutory orders. As noted above, the Special Master's recommendation is not a final appealable partial decree.

based motion for reconsideration is to provide opportunity for the correction or errors of law or fact short of appeal. See, e.g., Lambros, supra; see also, Ciccarello, supra.

The decision to grant or deny a motion for reconsideration is left to the sound discretion of the trial court. See, e.g., Indian Springs LLC v. Indian Springs Land Inv., LLC, 147 Idaho 737, 749, 215 P.3d 457, 469 (2009). A trial court acts within its discretion when it: (1) correctly perceives the issue as one of discretion; (2) acts within the outer boundaries of its discretion consistent with applicable legal standards; and (3) reached its decision by an exercise of reason. Id.

B. Gideon Does Not Object to the Substance of Farley's "Parcel S" Requests Insofar as They Implicate the Recommended Decree of Right No. 95-16445 Only

Admittedly, Gideon is confused by the energy and ink (MAA, pp. 3-10) Farley spends seeking a result where (regarding Right No. 95-16445): (a) "the correct quarter quarters covered by the parcel identification number [52N03W09500] should be reflected in IDWR's recommendation" (MAA, p. 7); (b) "[a]ny parcel number reference in IDWR's 'explanatory conditions' for water right 95-16445 should therefore continue to list Parcels S and T as associated with the water right's place of use" (MAA, p. 9); and (c) "the Court should grant Farley's motion and amend the decision and recommendation for water right 95-16445 accordingly" (MAA, p. 10).

As the Special Master is aware, "explanatory material" is not an element of a water right and it does not control or upset the information otherwise used to populate the necessary elements of a water right in a partial decree. See I.C. §§ 42-1412(6), and 42-1411(1), (2), and (4). Thus, references to Parcels "I," "S," and/or "T," or Kootenai County RPNs are inconsequential.

Provided that Farley merely seeks inclusion of portions of land still owned by him in the SENW and SESW of Section 9, Township 52N, Range 03W, in addition to that located in the NESW, as place of use under Right No. 95-16445 without any other adjustment or modification of the Order's recommendation of Right No. 95-18409 (with the exception of the arguments

contained in Sections II-V of his MAA), Gideon has no objection. As stated repeatedly, Gideon seeks no more than they are entitled to under Right No. 95-18409—Farley is free to pursue the decree of Right No. 95-16445 as he, IDWR, and the Court deem appropriate pursuant to applicable law. See, e.g., Memorandum in Support of Motion for Summary Judgment Re Claim No. 95-18409 (Jan. 30, 2024) ("SJ Memo"), pp. 15-16.

- C. The Special Master Correctly Ordered Gideon Ownership of Right No. 95-18409 as Recommended by IDWR
- 1. Farley's Various Filings With IDWR Did Not Work a Valid Water Right Transfer, Nor Was There Any Severance and Withholding—Farley's Intent and Understandings Alone Remain Legally Insufficient and Immaterial

Farley largely recycles the contents of his prior Response in Opposition to Claimant Gideons' Motion for Summary Judgment Re Claim No. 95-18409 (Feb. 23, 2024) ("SJ Opposition"), requesting that the Special Master second-guess himself at this stage of the proceedings regarding the outcome and disposition of Right No. 95-18409. The Special Master should refuse to do so for the myriad of unrebutted facts and arguments contained in Gideon's SJ Memo and their subsequent Reply in Support of Motion for Summary Judgment Re Claim No. 95-18409 (Mar. 4, 2024) ("SJ Reply"), the contents of which are incorporated by reference herein.

As was the case then, what Farley himself, alone and unilaterally thought, felt, believed or understood does not matter (see, e.g., MAA, pp. 11-12 ("Farley no longer wanted"; "Farley clearly had the intent"; "Farley understood"; "Due to [Farley's] clear intent"; etc.)—only the bilateral intent and understandings of the parties matters. SJ Reply, Section C.2 (pp. 13-18).² Moreover,

² Even if Farley's unilateral intent mattered, evidence of his true intent is best established by his actions on the ground—actions that do not square with his arguments now or during the prior summary judgment proceedings. SJ Reply, pp. 20-27.

Farley misconstrues the Special Master's Order to manufacture arguments and conflicts that do not exist.

So far as Gideon can decipher, Section II of Farley's MAA asserts that the Special Master's Order "forced [him] to keep a water right that he does not want" in derogation of Idaho Code Section 55-101 and the Fifth Amendment of the United States Constitution. MAA, p. 12. Farley contends that the Order infringes on his rights to dispose of his property on terms that he chooses—including the right to abandon what is now Right No. 95-18409 under Idaho Code Section 42-108. MAA, p. 13. It seems that Farley contends, perhaps, that the Special Master's Order works an unreasonable restraint upon the alienation of property, or that the Order somehow contains a prohibition. The Order does no such thing.

What the Order actually states is that Farley "fails to identify [] a legal mechanism or theory whereby the amendment of a claim ... somehow works to contemporaneously extinguish the water right"; that the Special Master "is unaware of any legal authority that would result in a water right (or a portion thereof) that was claimed and then subsequently unclaimed to become non-existent at the time of unclaiming"; that while Farley thought he had "transferred" the right (95-18409) off of the Gideon's property and consolidated it wholly on his remaining property, the CSRBA claims amendment process alone is not sufficient to do so. Order, pp. 6-8 (emphasis added). The Order does not say that Farley could not do what he now alleges he intended; rather the Order merely points out, as Gideon argued, that Farley did not legally/effectively do what he purportedly thought he did through the claim amendment process. See, e.g., SJ Memo, pp. 10-15, and SJ Reply, pp. 7-22.

Farley impermissibly ignores the fully perfected, vested, and appurtenant water right Right No. 95-18409 was upon its diversion and application to beneficial use (domestic and

stockwater uses) on Parcel I beginning in 1999 by operation of Idaho Code Sections 42-227 and 42-111. See, e.g., SJ Memo, pp. 10-13; SJ Reply, pp. 7-11. Once perfected and made appurtenant to what is now the Gideon property (see, e.g., Idaho Code Sections 42-220 and 42-101), Farley's options to "dispose" of his water right in a manner consolidating 95-18409 on his remaining-owned property were limited to the mechanisms available by law: (a) a viable water right transfer under Idaho Code Section 42-222 or 42-1425; or (b) express, bilaterally intended and understood deed-based severance and withholding. Even Farley's chosen MAA citation to Idaho Code Section 42-108 reaches this (the Gideons' asserted) result:

"The person entitled to the use of water or owning any land to which the water has been made appurtenant ... under the [among other means] ... statutes of this state, may change the point of diversion, period or use, or nature of use, and/or may voluntarily abandon the use of such water in whole or in part on the land which is receiving the benefit of the same and transfer the same to other lands ... Any person desiring to make such change ... shall make application for change with the department of water resources under the provisions of section 42-222 ... no person shall be authorized to change ... unless he has first applied for and received approval of the department of water resources under the provisions of section, 42-222, Idaho Code."

Id. (Emphasis added).3

The Special Master did not "refuse to acknowledge Mr. Farley's voluntary transfer of his water right" (MAA, p. 12). To the contrary, the Special Master fully understood Farley's assertion

³ Farley conveniently and impermissibly reads the "voluntarily abandon" portion of the statute in isolation. To what end may one "voluntarily abandon" the use of such water in whole or in part on the land receiving the benefit of the same? Answer: To (based on the statute's use of the conjunctive "and") transfer the use of the water "to other lands," provided that the water rights of others are not injured thereby; and further provided that one comply with the mandatory process of Section 42-222 to do so. Farley's selective reading of Section 42-108 violates applicable rules of statutory construction. See, e.g., In re Estate of Melton, 163 Idaho 158, 162-163, 408 P.3d 913, 917-918 (2018) (citations omitted) (statutory provisions are not "read in isolation, but must be interpreted in the context of the entire document"; consequently, statutes are "considered as a whole, and words should be given their plain, usual, and ordinary meanings.").

and legal position. Order, p. 7 ("Mr. Farley asserts that the various processes and actions he undertook to amend and rearrange his water right claims . . . resulted in the portion of water right 95-16445 previously established for domestic and stockwater uses on Parcel I being transferred to (again 'concentrated on') Parcels S and T, thereby eliminating said portion from Parcel I."). The Order does not say that Farley cannot (or could not) "concentrate" Right No. 95-18409 on his remaining property pre-closing of the Gideon transaction, only that Farley did not do it through available and effective legal mechanisms to do so—that Farley's chosen mechanism (amended CSRBA claim procedure) did not, itself, legally suffice with respect to the appurtenant "previously established" domestic and stockwater uses on the Gideon Property.⁴

As the Special Master correctly noted, in the absence of a valid water right transfer and/or conclusion of the CSRBA (the filing of a final unified decree), Farley simply left Parcel I-appurtenant Right No. 95-18409 unclaimed. *Accord* Order, pp. 7-8, and SJ Reply, pp. 7-11. Farley owned only one residence in the applicable water right place of use—that which he sold to the Gideons. SJ Reply, pp. 7-9. Consequently, Farley had no further domestic use need or opportunity

⁴ This is, again, where Farley's unilateral intention assertions fall flat. Even assuming *arguendo* one ignores Farley's incongruous actions on the ground and prior trial testimony (SJ Reply, pp. 20-27), Farley's blaming of IDWR staff (agents Lenon and Savage) and his own ignorance of the legal effect (or lack thereof) of what he was doing is no excuse. SJ Opposition, pp. 3-4; 11-12; 16-17.

As Farley noted in his Opposition to Gideons' Motion to File Late Notice of Claim (Mar. 15, 2023): "IDWR's role is that of the court's independent expert, not the Gideons' counsel . . . This attempt to scapegoat the agency does not pass muster . . . Blaming IDWR for failure on the part of the Gideons, their counsel, or both is improper. The informal advice of a disinterested regulator does not cure the responsibility which was incumbent upon the Gideons and their counsel." Id., pp. 9-11 (emphasis added). According to Mr. Farley himself, his self-inflicted mistake of law provides him no refuge. Id., p. 11, citing Washington Fed. Sav. And Loan Ass'n v. Transamerica Premier Ins. Co., 124 Idaho 913, 917, 865 P.2d 1004, 1008 (Ct. App. 1993) ("The record suggests two possibilities: either Mr. Forbes did not read the Idaho statute or he misinterpreted it. Either scenario presents a[n] [inexcusable] mistake of law.").

on his remaining property—his 2019 Amended Claim simply left that portion of the 2009 Claimed water right unclaimed because it was previously perfected and vested by operation of Idaho Code Sections 42-227, 42-111, and 42-1411(2)(h) in March of 1999. Right No. 95-18409 was, therefore, ripe and available for Gideon claiming.⁵

Moreover, the parties' REPSA provided the voluntarily-agreed upon terms under which Farley freely negotiated the disposition of Right No. 95-18409. There was no unreasonable restraint on alienation or other property disposition prohibition present here. To the contrary, Mr. Farley received the tidy sum of \$895,000 for the conveyance of the Gideon property with all (not some) of its "appurtenances," including, without limitation, "any and all water rights including but not limited to water systems, wells . . . appurtenant to the PROPERTY . . . unless otherwise agreed to by the parties in writing." (more on this in Section C.3, below). *Affidavit of Andrew J. Waldera*

Once again, Farley's own MAA makes this final unified decree entry timing point clear in Gideon's favor in this "unique" adjudication setting. MAA, pp. 14-15 (emphasis added) ("IDWR's Frequently Asked Questions webpage responds to the question 'what happens if I don't file a claim?' as follows: if an adjudication claim is required for your water use, failure to file that claim before the final decree will result in a determination that the water right no longer exists.").

There is no final unified CSRBA decree yet; therefore, Right No. 95-18409 remained ripe for claim "before the [entry of] the final decree." Gideon noted this final decree-driven temporal bookend (SJ Reply, p. 12 ("Farley never transferred the domestic water use to other land, and no decree has yet entered fully and finally adjudicating (fixing) the elements of amended claim 95-16445 or otherwise disallowing Right No. 95-18409")); the Special Master noted the same (Order, pp. 7-8 ("This Special Master understands that in a general water adjudication such as the CSRBA, the District Court will eventually issue a final unified decree, and it will provide that all unclaimed water rights . . . will be decreed as disallowed"); and, more importantly, Presiding Judge Wildman noted the same (SJ Memo, p. 14 (Judge Wildman noting during the late claim motion hearing that though Farley filed his 2019 Amended Claim, there was no prior final decree modifying the water right elements based on that amended claim; rather the Court's review continued to focus upon the pertinent water right elements as historically developed and "originally established.")).

in Support of Motion for Summary Judgment Re Claim No. 95-18409 (Jan. 30, 2024) ("Waldera Aff."), Ex. C (PSA) at §§ 2, 7, and 40; see also, Report, Att. N (Warranty Deed).

Finally, Farley's assertions that Idaho law precludes Gideon ownership of a "second exempt domestic water right," and his ongoing and known incomplete citation to *Bothwell v. Keefer*, 53 Idaho 658, 27 P.2d 65 (1933) are frivolous. MAA, pp. 13-14. Presiding Judge Wildman already disposed of the second exempt domestic water right argument, and the Special Master agreed. SJ Reply, pp. 27-33; *see also*, Order, pp. 15-17. Farley's assertion that the Gideons "have no need" for the second exempt domestic water right sourced from the Lower Well is particularly baseless and insulting given Farley's lies and misrepresentations regarding the water supply for the Gideon Property, including the productivity of the functionally useless Upper Well source of Right No. 95-17752. *Id.*, pp. 27-29. To recycle arguments is one thing; but to recycle arguments contrary to judicially-found facts in the context of the parties' prior Property Litigation is deceptive.

And, Farley's ongoing contention that *Bothwell* stands for the proposition that his unilateral intent of severance and withholding is legally sufficient to defeat the Gideon's claim to, and now ownership of, Right No. 95-18409 is specious and devoid of credibility. Gideon took great care in demonstrating the error of Farley's *Bothwell* citation. SJ Reply, pp. 13-22. The Special Master agreed with Gideon, and yet the incomplete citation remains unsupported by any new argument or additional authority. Order, pp. 14-15.

2. Farley Did Not Abandon Any Portion of the 13,000 gpd Block of Water Comprising Right Nos. 95-16445 and 95-18409—Attempts to Concentrate and Consolidate the Water on His Remaining Property Are Not Abandonment

While Gideon tried to give Farley some benefit of the doubt on his latent abandonment assertions (SJ Reply, pp. 22-23 pointing out that the diametrically-opposed arguments of severance and withholding versus abandonment are incongruous at best and spiteful at worst), these ongoing

abandonment arguments are all the more non-sensical and spiteful now. Farley ignores the summary judgment facts and arguments of Gideon and now the findings of the Special Master. Worse, Farley does not even meet the requirements of the legal standards presented in his own MAA.

Hanging himself with his MAA first, one need look no further than Farley's citation to Chill v. Jarvis, 50 Idaho 531, 537, 298 P. 373, 375 (1931) (MAA, p. 16) and his Notice of Error Reply citation (MAA, p. 17). Farley does not, and cannot, meet his own Chill-based "relinquishment of possession" abandonment requirement. He cannot meet this requirement because he had no intention whatsoever of relinquishing possession and use of the 13,000 gpd block of water at issue under his 2009 Claim, now split into Right Nos. 95-16445 and 95-18409. His Notice of Error Reply says it all: Farley merely "wished to change the water right... purpose [for the Lower Well] to stockwater only, and the place of use to Parcels S and T only." MAA, p. 17 (emphasis added). Farley's own arguments make clear that he relinquished nothing. Absent the Gideons' Claim No. 95-18409, Farley would have retained the entirety of the 13,000 gpd claimed in his 2009 Claim for use on his remaining property—"changing" a water right's purpose and place of use is not abandonment.6

There is nothing magic or dispositive of Farley's alleged 2017 water line ball valve installation and use either. So what if Farley allegedly *and temporarily* stopped use of Lower Well

The Idaho Supreme Court sourced Farley's cited statement—"The moment the intention to abandon and the relinquishment of possession unite, the abandonment is complete"—from the Oregon case Wimer et al. v. Simmons et al., 27 Ore. 1, 39 P. 6 (1895). Chill, 50 Idaho at 537, 298 P. at 375. This discrete timing statement Farley relies on is an incomplete statement of the Oregon Supreme Court's explanation of what water right abandonment is: "a forsaking or desertion of [the right], operat[ing] as a relinquishment thereof." Wimer et al., 27 Ore. at 12, 39 P. at 9. Again, Farley forsook and deserted nothing—he merely attempted, as the Special Matter correctly noted, to "rearrange" and "concentrate" the 13,000 gpd block of water at issue on his remaining Parcels S and T. Order, pp. 3-4, and 7.

water on Parcel I (the Gideon property) for a brief period of time? By his own hand, he restored that flow and domestic use of water on Parcel I pre-closing in June 2019, which flow and use continued until at least April 2023. SJ Reply, p. 24. And, his post-2017 ball valve installation actions prove beyond doubt that that physical act alone (ball valve installation and alleged use) bore no contemporaneous (2017) intent, let alone clear and convincing evidence of intent, to abandon the 13,000 gpd block of water at issue. For if it had, for if Farley also clearly and unequivocally intended to abandon that 13,000 gpd block of water when installing the ball valve in 2017, he would have had no reason to: (a) submit his Notice of Error Reply and related correspondence in May 2018; (b) complete a Notice of Change of Ownership form in June of 2018; (c) meet with IDWR staff during the remainder of 2018; or (d) follow up with IDWR staff in early 2019, culminating in the filing of his 2019 Amended Claim. MAA, p. 17; see also, Declaration of Brian T. Farley in Support of Response in Opposition to Gideons' Motion for Summary Judgment (Feb. 23, 2024) ("Farley Dec."), ¶¶ 13-27.

If Farley abandoned (forsook, deserted, relinquished, renounced, quit—choose any synonymous verb and the Idaho jurisprudence using it) the 13,000 gpd block of water embodied by his 2009 Claim filed under his unity of property title, then why is he here in these consolidated subcase proceedings? Where is his evidence of ongoing/perpetual non-use <u>and</u> intent to abandon on his Parcels S and T? See, e.g., Order, pp. 9-10. There would be no viable 2019 Amended Claim. There would be no viable Gideon Claim No. 95-18409. There would be no expert IDWR Rule 706

⁷ Again, water right abandonment is disfavored under the law and, as a consequence, abandonment requires clear and convincing evidence of contemporaneous: (a) intent; and (b) decisive physical acts furthering that corresponding intent. SJ Reply, p. 23. Mere non-use alone is insufficient. *Jenkins v. State, Dep't of Water Res.*, 103 Idaho 384, 389, 647 P.2d 1256, 1261 (1982). And here, there was no non-use as a threshold matter—Farley, at most, merely changed the location and purpose of use for a brief period of time.

Report because there would be nothing to recommend to either party—the 13,000 gpd block of water at issue would not exist. Mere non-use on Parcel I alone for a brief period of time is not enough.

Farley is correct in at least one regard—there are no disputed issues of material fact on this issue. His actions and prior sworn testimony are what they are. See, e.g., SJ Reply, pp. 22-27. By his own, MAA-reiterated admission, Farley merely sought "to change the water right . . . purpose [for the Lower Well] to stockwater only, and the place of use to Parcels S and T only." MAA, p. 17. Farley absolutely had no (nor has any) intent, let alone taken any physical actions to abandon that "water right" (the same 13,000 gpd block of water comprising Right Nos. 95-16445 and 95-18409). "Change," "rearrange," "consolidate," "concentrate," and "abandon" are very different things. With abandonment, there is nothing left to change, rearrange, consolidate, or concentrate.

3. The Warranty Deed is Not Ambiguous

Farley attempts to manufacture disputed issues of material fact sufficient to defeat summary judgment on the basis that the parties' Warranty Deed is ambiguous. MAA, pp. 18-21. Farley then criticizes Gideon and the Special Master for failing to examine all attendant facts and circumstances of the parties' intent during their real estate transaction. Id., pp. 19-21. Gideon did not contend, nor do they concede here, that the Warranty Deed is ambiguous. And, the Special Master reached no such conclusion either.

Gideon asserted that given Farley's unity of title, and by operation of Idaho Code Sections 42-227, 42-111, 42-220, and 42-101, among other cited authorities, what is now Right No. 95-18409 was an undisputed legal "appurtenance" conveyed to Gideon under the plain (albeit boilerplate) "appurtenances" language of the Warranty Deed. SJ Reply, pp. 9-10; see also, Hunt v. Bremer, 47 Idaho 490, 493, 276 P. 964, 965 (1929) (absent "any clause or stipulation" of reservation or withholding, a deed conveying land "together with appurtenances" conveys or RESPONSE TO FARLEY'S MOTION TO ALTER OR AMEND SPECIAL MASTER'S

"transfer[s] all water rights appurtenant thereto at the time of its execution"). There could be no other result: (a) based on the facts of the development and use of the Lower Well beginning in March 1999 (SJ Reply, pp. 7-9); (b) in the absence of a valid water right transfer (SJ Reply, p. 12; 18, including Note 4); and (c) in the absence of valid water right severance and withholding by Farley (SJ Reply, pp. 13-22). See also, SJ Memo, pp. 9-15, and SJ Reply, p. 11 (emphasis added) ("[W]hile the generic terms or phrases 'appurtenances' or 'appurtenant to' can give rise to ambiguities under certain circumstances, those circumstances do not exist here because: (a) there was unity of title when [Right No. 95-18409] came into existence; and (b) the 'domestic' purpose can only exist on Parcel No. 94700 [Parcel I] where the home is located.").

Gideon subsequently relied upon the parties' REPSA in the alternative, "falssuming arguendo that the Court does not find the 'appurtenance' question conclusively answered by operation of Idaho Code Sections 42-220 and 42-101 in this unity of title case . . ." SJ Reply, pp. 10-12 (emphasis added). In other words, even if there was a deed-based ambiguity, the parties' REPSA was dispositive and resulted in the same ultimate outcome—that Right No. 95-18409 is owned by Gidon (an end result further supported by IDWR acting as the Court's independent technical expert under Idaho Code Sections 42-1401B, 42-1410(1), and 42-1412(4)).

As Gideon understands it, the Special Master held the same. The Warranty Deed's "non-specific appurtenancy clause . . . would convey water rights and other incorporeal hereditaments such as easements." Order, p. 12. The Special Master found it a merely "academic exercise to note that the Warranty Deed, on its face, [did] not identify the appurtenances [] it purport[ed] to convey . . . because as a practical [] matter, there is no uncertainty regarding what water right is at issue (i.e. a water right from the Lower Well for domestic and stockwater uses on Parcel I). Id., p. 13. Consequently, the Special Master ultimately concluded that: "It is not necessary to resort to extra-

deed evidence to clear up any uncertainty regarding what water right is at issue, nor is there a dispute about the particular elements thereof. Rather, the dispute is whether the water right was or was not conveyed." Id. (Emphasis added). In other words, there was no question that Right No. 95-18409 was a legal "appurtenance" to the Gideon property, and there was equally no question that the Warranty Deed conveyed all "appurtenances" without limitation or qualification. Ultimately, the remaining issue addressed by the Special Master boiled down to whether Farley's unilateral assertions of his latent and self-serving intent in these proceedings met the requirements of the Joyce exception—which they did not. SJ Reply, pp. 13-22; see also, Order, pp. 13-15. And, they still do not here at this MAA stage.

Further, even if the Special Master found the Warranty Deed ambiguous triggering the need to consult extrinsic evidence to resolve any perceived ambiguity, he correctly limited the scope of available (*i.e.*, admissible) extrinsic evidence of the parties' intent to the REPSA. Order, pp. 13-14. This is because both the REPSA and the Warranty Deed (each of them) consistently and without conflict provided that the Gideon property was being conveyed with its appurtenances. The REPSA was a fully integrated agreement, signed by both parties, that could only be modified by a subsequent signed writing by the parties—a subsequently mutually signed writing that does not exist. SJ Reply, pp. 11-12; Order, pp. 13-14; *see also*, Tr. 701:14-702:14 (no other writings between the parties exist).

The REPSA and the Warranty Deed objectively and impartially speak for themselves. The parol evidence rule precludes the parties from selectively re-writing the REPSA and the Warranty Deed through later self-serving assertions when they later come to realize that their attempted sleight-of-hand water right reformation shell games fail to work as planned. *Howard v. Perry*, 141 Idaho 139, 141, 106 P.3d 465, 467 (2005) (an integrated contract is complete on its face and cannot

be modified parol evidence of one party's subjective intent); see also, AED, Inc. v. KDC Invs., LLC, 155 Idaho 159, 165, 307 P.3d 176, 182 (2013) (in integrated contracts, the parties' intent "must be determined solely from the language of the agreement"), and Caldwell Land and Cattle, LLC v. Johnson Thermal Sys., 165 Idaho 787, 806, 452 P.3d 809, 828 (2019) (citations omitted) ("[W]hile intent of the parties may inform the interpretation of a contract, it does not allow a court to rewrite its terms"; courts do not possess the roving power to rewrite contracts).8

Finally, Farley erroneously contends that: "[t]he Gideons did not present facts of what their intent was, but instead improperly relied on language of the REPSA and its integration clause." MAA, p. 21. As discussed immediately above and confirmed by the Special Master, the REPSA is the best and only admissible evidence of the Gideon's intent with respect the conveyance and ownership of Right No. 95-18409. There is nothing "improper" about Gideon relying on the fully-integrated, arm's-length-negotiated, and fully/mutually-executed agreement between the parties on the matter. Just like Farley, the Gideons bound themselves to its terms absent a separate, subsequent signed writing by the parties that does not exist. The Gideons can no more alter or vary the REPSA's terms than Farley can. Section 7 plainly provides the Gideons' understanding and intent that they were to receive all appurtenant water rights, wells and water systems providing water to Parcel I as part of the Farley-Gideon transaction.

^{*}As Judge Christensen expressly found, Farley repeatedly: "stray[ed] from honesty in fact"; made "misleading and false statements"; and "misrepresented the water supply for the Property." MDO, pp. 3-4, 8, 12-13, and 20. Farley's undisclosed water right filings and amendments were a "material change" to the parties' transaction, and Farley knew that the Upper Well was "essentially a dry well" and "greatly deficient" with the Gideon property being "reliant on the Lower Well for the vast bulk of its water supply." Id. In sum, these matters and Farley's filings were "vital" to the parties' transaction, and Farley "misrepresented the fact that the Lower Well was to be shared" as opposed to belonging to Gideon alone. Id., p. 21, and compare and accord Tr. 698:17-699:9 ("... I did not tell [the Gideons] that I had changed my water rights and reserved them the way they were reserved for myself") and 700:15-20 ("... I did not tell them that there was no water [from the Lower Well] - - that I changed the water rights, that's correct").

Of course, the Gideon's intent is different from Farley's—or they would not be in these proceedings. And, Judge Christensen already weighed witness credibility concerning the parties' real estate transaction during the Property Purchase Litigation trial in June 2022 concluding that Farley *lied* to and *mislead* the Gideons in several material respects. There is no ground to re-plow on these issues, and there is no need for the Special Master to re-open and second-guess the findings of Judge Christensen founded upon nearly 743 pages of trial testimony and over 100 admitted trial exhibits. *See*, *e.g.*, Waldera Aff., Ex. A.

Be that as it may, and to further dispel the erroneous Gideon intent assertion raised by Farley, the Gideons absolutely intended that they receive and own all water rights, wells, and other improvements appurtenant to Parcel I (what is now the Gideon property). See, Waldera Aff. (Jan. 30, 2024), Ex. C (PSA); see also, Exhibit A attached, hereto (Tr. at 22:23-24:21; 27:6-30:3 (Art Gideon testifying regarding that his understanding of the water supply system for the property (well(s), water rights, cistern, "et cetera") was a private system belonging to the Gideons "that was for [their] personal use only," which was important because the Gideons "didn't want to have to go through the problems that come up with having to deal with a shared well," and that Farley did not disclose or inform them otherwise), and Tr. at 195:22-197:9 (Kathy Gideon testifying that the intent of the transaction was just as REPSA Section 7 plainly provided—that Gideon was receiving "the water rights to the wells that were supplying water to the property that were coming into the cistern" absent disclosure or assertion from Farley otherwise)).9

[°]Gideon requests that the Special Master take judicial notice of Exhibit A attached hereto under Idaho Rule of Evidence ("IRE") 201(c)(2). IRE 201(d) provides that courts may take judicial notice at any stage of the proceeding. Exhibit A hereto is subject to judicial notice because the facts contained within it can accurately and readily be determined from sources whose accuracy cannot reasonably be questioned consistent with IRE 201(b)(2)—namely the certified trial transcript of sworn testimony from the Property Purchase Litigation. Gideon only seeks judicial notice to the extent the Special Master finds these facts relevant as raised in Farley's MAA. These

D. Farley's Proportionality Contention—Though Creative—Fails As a Matter of Law

In the alternative, and in a creative attempt to circumvent IDWR water right conditioning consistent with the Idaho Constitution's domestic use preference, Farley suggests that the 13,000 gpd block of water comprising Right Nos. 95-16445 and 95-18409 be split proportionately between himself and the Gideons based on their respective landholdings under the original place of use of the 2009 Claim (18.37 acres, or 63% to Farley and 10.88 acres, or 37% to Gideon). MAA, pp. 21-23. Farley's proposal finds no support in applicable law.¹⁰

As discussed in the Gideons' SJ Reply, IDWR was careful crafting combined use limitations applicable to the overall 13,000 gpd block of water at issue. SJ Reply, pp. 25-26, including Note 14. Those combined use limitations protect against enlargement and also, importantly, recognize and protect the Gideons' superior domestic use entitlement of that block of water. *Id*, p. 26, *citing and quoting* Report p. 14 (emphasis in original) ("The below conditions would still allow claim No. 95-16445 to divert up to 13,000 gpd *if* water right No. 95-17752 was diverting the full 13,000 gpd for domestic use only"). Because Farley knows (and knew all along as Judge Christensen found) that the Upper Well source of Right No. 95-17752 is dry and

additional facts bear on the correctness and implications of Farley's assertions, and are raised for the limited purpose of directly rebutting the same.

As noted, Gideon believes that the parties' REPSA controls this issue, but Farley apparently does not. To the extent that the Special Master feels the need to look beyond the REPSA—which he should not—taking judicial notice of Exhibit A attached hereto is allowed at the Special Master's discretion under the Rule 11.2(b) standard. Summerfield v. St. Lukes McCall, Ltd., 169 Idaho 221, 232-234, 494 P.3d 769, 780-782 (2021).

¹⁰ It is not lost on Gideon that Farley seeks a proportionate share of the "stockwater/domestic water right." This characterization of the "base" right (2009 Claim 95-16445) is telling because Farley concedes that Right Nos. 95-16445 and 95-18409 are comprised of the same 13,000 gpd block of water—a block of water that Farley neither intended to, nor did, ever abandon for if he did there would be nothing left to proportionally split.

functionally useless, Farley likewise knows that the "if" contingency contained in the water right combined use limitations will not trip, and that he will have little to no use of the Lower Well going forward. Hence, Farley's proportionate split proposal.¹¹

Farley's acreage-based water right split proposal fails, however, because it negates: (a) the superior domestic use preference contained in Article XV, Section 3 of the Idaho Constitution (in times of shortage "those using the water for domestic purposes shall (subject to such limitations as may be prescribed by law) have the preference over those claiming for any other purpose"); and (b) the statutory domestic use quantity entitlement of 13,000 gpd expressly provided under Idaho Code Section 42-111. Farley's proposal also fails because it finds no support the so-called "well-established precedent" he cites in the form of *Crow v. Carlson*, 107 Idaho 461, 690 P.2d 916 (1984) and *Silverstein v. Carlson*, 118 Idaho 456, 797 P.2d 856 (1990).

Crow and Silverstein offer no support to Farley's proposal because the "tract division"-based water right apportionment discussed therein arose, and is used in the context of, irrigation water right rights, not the domestic and stockwater use-based water rights at issue in this case. See, e.g., Crow, 107 Idaho at 463-465, 690 P.2d at 918-920 (addressing the division and priority of irrigation water right entitlements from Fox Creek under the 1910 Rexburg Decree); see also, Silverstein, 118 Idaho at 461, 797 P.2d at 861 (apportioning irrigation water rights using the Crow method). It appears that the Idaho Supreme Court first used this irrigation water right split method in Russell v. Irish, 20 Idaho 194, 118 P. 501 (1911) (addressing the split ownership of irrigation-

¹¹ The actual productivity of the Lower Well further exacerbates the situation given its relatively meager yield of only 2-3 gpm, or somewhere between 2,880 and 3,420 gpd over the course of a 1,440 minute (24 hour) day. Report, Att. S (Christensen MDO), pp. 12 and 20 (Farley "represented" to the Gideons that the Lower Well produced 5 gpm; while pump contractor Jody Barden testified that the yield was no more than 2-3 gpm. Even Farley's inflated 5 gpm yield falls well short of the 13,000 gpd statutory domestic entitlement, coming in at 7,200 gpd).

based water rights appurtenant to an original 80-acre tract, relying on the prior California precedent in Senior v. Anderson, 138 Cal. 716, 72 P. 349 (1903)). And, this method has been used in the context of irrigation water right apportionment consistently since. See, Crow and Silverstein, above; see also, Hunt v. Bremer, 47 Idaho 490, 492, 276 P. 964, 964 (1929) (also concerning the apportionment of irrigation water entitlements under contract).

Undersigned counsel, like Farley apparently, finds no precedent in which domestic or stockwater rights were split under the irrigation-related, acreage-based method Farley proposes. And, it does not surprise undersigned counsel that no such precedent seemingly exists because of the constitutional and statutory provisions cited above, and because of the well-settled principle that the Legislature is presumed to know the law at the time of a statutory enactment or amendment. See, e.g., Parker v. Wallentine, 103 Idaho 506, 511, 650 P.2d 648, 653 (1982). In other words, and despite the forgoing irrigation water right proportionality principle, the Idaho Legislature expressly prescribed various quantities of water right entitlement based on types of use irrespective of landmass owned for place use purposes. "Domestic" use under Idaho Code Section 42-111 authorizes the use of water for homes, livestock, "and for any other purpose in connection therewith" (including the irrigation of up to one-half acre of land) up to 13,000 gpd no matter if one lives on 1 acre or 1,000 acres—the domestic use quantity of water applies equally across the board.

The Legislature has spoken, and Idaho Code Section 42-111 expressly and specifically governs the water quantity question under the Gideons' domestic use. See, e.g., Verska v. St. Alphonsus Reg'l Med. Ctr., 151 Idaho 889, 895, 265 P.3d 502, 508 (2011) (courts enforce statutes as written based on their plain language, the courts do not have the authority to revise statutes); see also, Valiant Idaho, LLC v. JV, LLC, 164 Idaho 280, 289, 429 P.3d 168, 177 (2018) (as between

the general quantity and duty of one miner's inch per acre of irrigation water codified at Idaho Code Section 42-220 and the 13,000 gpd authorized under Idaho Code Section 42-111, Section 42-111 prevails in the context of domestic use under the "basic tenet of statutory construction [] that the more specific statute or section addressing the issue controls"). IDWR understands and agrees with this statutory domestic quantity entitlement, and the constitutional domestic use preference—which is why it took care in crafting its combined use limitation remarks. Report, pp. 13-15.12

There is no basis upon which Farley is entitled to any portion of the Gideon's 13,000 gpd domestic use entitlement. Holding otherwise would eviscerate the constitutional domestic use preference and eviscerate the plain language of Idaho Code Sections 42-227 and 42-111.

E. Conclusion

Gideon respectfully requests that the Special Master uphold his Order (and resultant recommendation) with respect to Gideon Right No. 95-18409. Farley's present arguments are no more valid now than they were during the summary judgment stage. Worse, what is not merely recycled and duplicative, and that which comprises new and additional legal authority, is even more strained and incomplete in its presentation.

[&]quot;base" right 95-16445 should be "shared" accordingly. SJ Reply, p. 13. In retrospect, the citation was less than precise. The purpose of the citation was to split the "base" right between the parties based on their respective uses of the water (i.e., to separate out the Gideon's domestic use entitlement upon their purchase of the one and only home where that use was developed, perfected, and perpetuated by Farley under his unity of title). This intention is made clear by Gideon's stated agreement with IDWR's Report findings (Reply, pp. 13, 25-26, and 33) and their domestic use contentions under Idaho Code Section 42-227 and 42-111 (SJ Reply, pp. 29-33—Gideon "seek[s] only the single, aggregate volume of 13,000 gpd that is allowed them under Idaho Code Sections 42-227 and 42-111(a)... IDWR acted and recommended accordingly via the use of combined use limitations... Gideon suggested such an approach on their Late Claim Reply, and IDWR took that approach several months later in its Report").

Farley's ongoing (and attempted) sleight-of-hand should not be rewarded. As stated in the Gideon's SJ Reply and reiterated here: "Farley's IDWR/adjudication claim paper-based shell games did not match the truth and reality of his actions on the ground, nor his representations to Gideon . . . the Department was not fooled, and this Court should not be either." SJ Reply, pp. 23-26.

DATED this 16th day of July, 2024.

SAWTOOTH LAW OFFICES, PLLC

Andrew J. Waldera

Attories for Arthur V. and Katherine M.

Gideon

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of July, 2024, I caused a true and
correct copy of the foregoing RESPONSE TO FARLEY'S MOTION TO ALTER OR
AMEND SPECIAL MASTER'S MEMORANDUM DECISION / REPORT &
RECOMMENDATION to be served by the method indicated below, and addressed to the
following:

Clerk of the Court CSRBA 253 3 rd Ave. North P.O. Box 2707 Twin Falls, ID 83303-2707	 () U.S. Mail, Postage Prepaid () Hand Delivered () Overnight Mail () Facsimile () iCourt/Email
Travis L. Thompson 163 Second Avenue West P.O. Box 63 Twin Falls, ID 83303-0063 E tthompson@martenlaw.com	 U.S. Mail, Postage Prepaid Hand Delivered Overnight Mail Facsimile iCourt/Email
Director Idaho Department of Water Resources P.O. Box 83720 Boise, ID 83720-0098	 ★ U.S. Mail, Postage Prepaid () Hand Delivered () Overnight Mail () Facsimile () iCourt/Email
Chief, Natural Resources Division Office of the Attorney General State of Idaho P.O. Box 83720 Boise, ID 83720-0010	 () U.S. Mail, Postage Prepaid () Hand Delivered () Overnight Mail () Facsimile () iCourt/Email
United States Dept. of Justice Environment & Natural Resources Division 550 W Fort Street, MSC 033 Boise, ID 83724	(X) U.S. Mail, Postage Prepaid () Hand Delivered () Overnight Mail () Facsimile () iCourt/Email
	d:

1	IN THE DISTRICT COURT OF THE F	1 SIDET ILIDIČIAI DISTDICT	1	SCOTT RASOR	3
2	OF THE STATE OF IDAHO, IN AND FOR		2	Direct Examination by Mr. Schmidt526 Cross-Examination by Mr. Bissell530	
3	-000-		3	Redirect Examination by Mr. Schmidt536 ZACHARY HORSLEY	
5	ARTHUR V. GIDEON and KATHERINE M. GIDEON, husband and wife,) }.	4 5	Direct Examination by Mr. Schmidt538 JAMES CAROL DAY	
6	Plaintiff,	, } }	6	Direct Examination by Mr. Schmidt546	
7	VS.) Case No. CV28-20-2706)	7	DUIGLAS ANDREW HILLER Direct Examination by Mr. Schmidt552	
8	BRIAN T. FARLEY and PAMELA FARLEY, husband and wife,) } }	8		
9	Defendant.	ý)	9	DEFENDANT'S WITNESSES:	
10	Court Trial		10 11	MARY SPRIDGEON Direct Examination by Mr. Bissell	
12			12	BRIAN FARLEY	
13	AT: Kootenai County, Coeur d'	Alene, Idaho	13	Direct Examination by Mr. Bissell	
14	ON: June 6, 2022 - June 9, 20		14	Redirect Examination by Mr. Bissell726	
15	BEFORE: Honorable Richard S. Chri. APPEARANCES:	stensen, District Judge	15 16	ROGER DAVID COHEN Direct Examination by Mr. Bissell605	
17	For the Plaintiff: Lukins & Annis,	P.S.	17	PAMELA WILLIAMS Direct Examination by Mr. Bissell608	
18	By: Michael G. 601 E Front Ave	Schmidt, Esq. nue, Suite 303	18	RAMONA JEAN OLSON Direct Examination by Mr. Bissell	
19	Coeur d'Alene, For the Defendant: Campbell & Biss	ell	19	ARTHUR GIDEON	
20	By: Michael S. 1 Brandon E.	Bissell, Esq. Slaven, Esq.	20	Direct Examination by Mr. Bissell730	
22	820 W 7th Avenu Spokane, Washin		22	PLAINTIFFS' REBUTTAL WITNESSES:	
23			23	ARTHUR GIDEON	
24			24	Direct Examination on Rebuttal by Mr. Schmidt .735 KATHERINE MARIE GIDEON	
25			25	Direct Examination on Rebuttal by Mr. Schmidt .739	
1					
1	INDEX	2	1	DEFENDANTS' SURREBUTTAL WITNESSES:	4
1 2	INDEX	2	1 2	DEFENDANTS' SURREBUTTAL WITNESSES: [None]	4
'	INDEX INDEX OF EXAMIN	VATIONS			4
3 4	INDEX OF EXAMIN		2 3 4	[None]	4
2 3 4 5	INDEX OF EXAMIN PLAINTIFF'S WITNESSES: ARTHUR GIDEON Direct Examination by Mr. Schm	VATIONS PAGE	2	[None] INDEX OF EXHIBITS	4
3 4	INDEX OF EXAMIN PLAINTIFF'S WITNESSES: ARTHUR GLDEON	VATIONS PAGE idt	2 3 4 5	[None] INDEX OF EXHIBITS PLAINTIFF'S EXHIBITS: PAGE	4
2 3 4 5 6	INDEX OF EXAMIN PLAINTIFFS WITNESSES: ARTHUR GIDEON Direct Examination by Mr. Schm Cross-Examination by Mr. Bisse Further Cross-Examination by Mr. Redirect Examination by Mr. Schm Redirect Examination by Mr. Schm KATHERINE MARIE GIDEON	PAGE idt	2 3 4 5 6 7 8	[None] INDEX OF EXHIBITS PLAINTIFF'S EXHIBITS: PAGE	4
2 3 4 5 6 7 8 9	INDEX OF EXAMIN PLAINTIFFS WITNESSES: ARTHUR GIDEON Direct Examination by Mr. Schm Cross-Examination by Mr. Bisse Further Cross-Examination by Mr. Redirect Examination by Mr. Schm Continued Direct Examination by Mr. Schm Continued Direct Examination by Mr. B Voir Dire Examination by Mr. B	PAGE idt	2 3 4 5 6 7 8 9	[None] INDEX OF EXHIBITS PLAINTIFF'S EXHIBITS: PAGE Exhibits 3, 4, 5, 6, 7, 8, 10, 14,9 18, 19, 25, 26, 28, 29, 30, 32, 33, 35, 37, 39, 42, 44, 45, 46, 47, 53, 54, 55, 56, 59 - Admitted by Stipulation	4
2 3 4 5 6 7 8 9	INDEX OF EXAMIN PLAINTIFF'S WITNESSES: ARTHUR GIDEON Direct Examination by Mr. Schm Cross-Examination by Mr. Bisse Further Cross-Examination by Mr. Redirect Examination by Mr. Sc KATHERINE MARIE GIDEON Direct Examination by Mr. Schm Continued Direct Examination by Voir Dire Examination by Mr. Bisse Cross-Examination by Mr. Bisse	PAGE idt	2 3 4 5 6 7 8	[None] INDEX OF EXHIBITS PLAINTIFF'S EXHIBITS: PAGE Exhibits 3, 4, 5, 6, 7, 8, 10, 14,9 18, 19, 25, 26, 28, 29, 30, 32, 33, 35, 37, 39, 42, 44, 45, 46, 47, 53, 54, 55, 56, 59 - Admitted by Stipulation Exhibit 9 - Offered	4
2 3 4 5 6 7 8 9	INDEX OF EXAMIN PLAINTIFFS WITNESSES: ARTHUR GIDEON Direct Examination by Mr. Schm Cross-Examination by Mr. Bisse Further Cross-Examination by Mr. Bcise Further Examination by Mr. Schm Redirect Examination by Mr. Schm Continued Direct Examination by Voir Dire Examination by Mr. Bcross-Examination by Mr. Bisse JODY JAMES BARDEN Direct Examination by Mr. Schm Direct Examination by Mr. Schm	### PAGE idt	2 3 4 5 6 7 8 9	INDEX OF EXHIBITS PAGE	4
2 3 4 5 6 7 8 9 10	INDEX OF EXAMIN PLAINTIFF'S WITNESSES: ARTHUR GIDEON Direct Examination by Mr. Schm Cross-Examination by Mr. Bisse Further Cross-Examination by Mr. Bedirect Examination by Mr. Sc KATHERINE MARIE GIDEON Direct Examination by Mr. Schm Continued Direct Examination by Voir Dire Examination by Mr. Bisse JODY JAMES BARDEN Direct Examination by Mr. Schm Cross-Examination by Mr. Bisse PATRICIA ANN ELLIS	### PAGE Idt	2 3 4 5 6 7 8 9 10	INDEX OF EXHIBITS PAGE	4
2 3 4 5 6 7 8 9 10 11 12	INDEX OF EXAMIN PLAINTIFFS WITNESSES: ARTHUR GIDEON Direct Examination by Mr. Schm Cross-Examination by Mr. Bisse Further Cross-Examination by Mr. Redirect Examination by Mr. Schm Continued Direct Examination by Mr. Schm Continued Direct Examination by Mr. Bisse JODY JAMES BARDEN Direct Examination by Mr. Schm Cross-Examination by Mr. Bisse	### PAGE idt	2 3 4 5 6 7 8 9 10 11 12 13	INDEX OF EXHIBITS PLAINTIFF'S EXHIBITS: PAGE	4
2 3 4 5 6 7 8 9 10 11 12 13 14	INDEX OF EXAMIN PLAINTIFFS WITNESSES: ARTHUR GIDEON Direct Examination by Mr. Schm Cross-Examination by Mr. Bisse Further Cross-Examination by Mr. Bedirect Examination by Mr. Schm Continued Direct Examination by Mr. Schm Continued Direct Examination by Mr. Bisse JODY JAMES BARDEN Direct Examination by Mr. Bisse JODY JAMES BARDEN Direct Examination by Mr. Bisse PATRICIA ANN ELLIS Direct Examination by Mr. Bisse PATRICIA EXAMINATION BY MR. Schm Cross-Examination by Mr. Bisse Redirect Examination by Mr. Bisse Redirect Examination by Mr. Schm Cross-Examination by Mr. Bisse	### PAGE Idt	2 3 4 5 6 7 8 9 10 11 12 13 14 15	INDEX OF EXHIBITS PLAINTIFF'S EXHIBITS: PAGE	4
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	INDEX OF EXAMIN PLAINTIFF'S WITNESSES: ARTHUR GIDEON Direct Examination by Mr. Schm Cross-Examination by Mr. Bisse Further Cross-Examination by Mr. Bisse Further Examination by Mr. Schm Continued Direct Examination by Mr. Schm Continued Direct Examination by Mr. Bisse JODY JAMES BARDEN Direct Examination by Mr. Bisse PATRICIA ANN ELLIS Direct Examination by Mr. Schm Cross-Examination by Mr. Bisse Redirect Examination by Mr. Schm Cross-Examination by Mr. Schm	### PAGE Idt	2 3 4 5 6 7 8 9 10 11 12 13	INDEX OF EXHIBITS PLAINTIFF'S EXHIBITS: PAGE	4
2 3 4 5 6 7 8 9 10 11 12 13 14	INDEX OF EXAMIN PLAINTIFFS WITNESSES: ARTHUR GIDEON Direct Examination by Mr. Schm Cross-Examination by Mr. Bisse Further Cross-Examination by Mr. Schm Redirect Examination by Mr. Schm Continued Direct Examination by Mr. Schm Continued Direct Examination by Mr. B Cross-Examination by Mr. Bisse JODY JAMES BARDEN Direct Examination by Mr. Bisse PATRICIA ANN ELLIS Direct Examination by Mr. Bisse Redirect Examination by Mr. Schm Cross-Examination by Mr. Bisse Redirect Examination by Mr. Schm Cross-Examination b	### PAGE Idt	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	INDEX OF EXHIBITS PLAINTIFF'S EXHIBITS: PAGE	4
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	INDEX OF EXAMIN PLAINTIFFS WITNESSES: ARTHUR GIDEON Direct Examination by Mr. Schm Cross-Examination by Mr. Bisse Further Cross-Examination by Mr. Schm Cross-Examination by Mr. Schm Continued Direct Examination by Mr. Schm Continued Direct Examination by Mr. Bisse User Direct Examination by Mr. Bisse JODY JAMES BARDEN Direct Examination by Mr. Bisse PATRICIA ANN ELLIS Direct Examination by Mr. Bisse Redirect Examination by Mr. Schm Cross-Examination by Mr. Bisse Redirect Examination by Mr. Schm Cross-Examination by Mr. Schm Cross-Examination by Mr. Bisse Redirect Examination by Mr. Bisse Cross-Examination by Mr. Bisse Redirect Examination by Mr. Schm	### PAGE Idt	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	INDEX OF EXHIBITS PLAINTIFF'S EXHIBITS: PAGE	4
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	INDEX OF EXAMIN PLAINTIFF'S WITNESSES: ARTHUR GIDEON Direct Examination by Mr. Schm Cross-Examination by Mr. Schm Examination by Mr. Bisse Further Cross-Examination by Mr. Bisse Further Examination by Mr. Schm Continued Direct Examination by Mr. Schm Continued Direct Examination by Mr. Bisse JODY JAMES BARDEN Direct Examination by Mr. Bisse PATRICIA ANN ELLIS Direct Examination by Mr. Schm Cross-Examination by Mr. Schm Cross-Examination by Mr. Schm Cross-Examination by Mr. Bisse Redirect Examination by Mr. Bisse ROBERT HENRY ELDER Direct Examination by Mr. Bisse Cross-Examination by Mr. Bisse Cross-Examination by Mr. Bisse Redirect Examination by Mr. Bisse Cross-Examination by Mr. Bisse Cross-Examination by Mr. Bisse Redirect Examination by Mr. Bisse	### PAGE Idt	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	INDEX OF EXHIBITS PLAINTIFF'S EXHIBITS: PAGE	4
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	INDEX OF EXAMIN PLAINTIFF'S WITNESSES: ARTHUR GIDEON Direct Examination by Mr. Schm Cross-Examination by Mr. Schm Cross-Examination by Mr. Schm Redirect Examination by Mr. Schm Crotinued Direct Examination by Mr. Schm Continued Direct Examination by Mr. Bccos-Examination by Mr. Bccos-Examination by Mr. Bisse JODY JAMES BARDEN Direct Examination by Mr. Bisse PATRICIA ANN ELLIS Direct Examination by Mr. Schm Cross-Examination by Mr. Schm Cross-Examination by Mr. Schm Cross-Examination by Mr. Bisse Redirect Examination by Mr. Bisse Redirect Examination by Mr. Bisse Recross-Examination by Mr. Bisse Cross-Examination by Mr. Bisse Cross-Examination by Mr. Bisse Redirect Examination by Mr. Schm Cross-Examination by Mr. Schm Cross-Examination by Mr. Bisse Redirect Examination by Mr. Schm Cross-Examination by Mr. Schm	### PAGE Idt	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	INDEX OF EXHIBITS	4
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	INDEX OF EXAMIN PLAINTIFFS WITNESSES: ARTHUR GIDEON Direct Examination by Mr. Schm Cross-Examination by Mr. Bisse Further Cross-Examination by Mr. Bedirect Examination by Mr. Schm Continued Direct Examination by Mr. Schm Continued Direct Examination by Mr. Bisse Use Direct Examination by Mr. Bisse JODY JAMES BARDEN Direct Examination by Mr. Bisse PATRICIA ANN ELLIS Direct Examination by Mr. Bisse Redirect Examination by Mr. Bisse Cross-Examination by Mr. Bisse Cross-Examination by Mr. Bisse Redirect Examination by Mr. Schm Cross-Examination by Mr. Bisse Redirect Examination by Mr. Schm Cross-Examination by Mr. Schm	### PAGE Idt	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	INDEX OF EXHIBITS	4
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	INDEX OF EXAMIN PLAINTIFFS WITNESSES: ARTHUR GIDEON Direct Examination by Mr. Bisse Further Cross-Examination by Mr. Bisse Further Cross-Examination by Mr. Bisse Further Cross-Examination by Mr. Schm Continued Direct Examination by Mr. Schm Continued Direct Examination by Mr. Bisse JODY JAMES BARDEN Direct Examination by Mr. Bisse JODY JAMES BARDEN Direct Examination by Mr. Bisse PATRICIA ANN ELLIS Direct Examination by Mr. Bisse Redirect Examination by Mr. Bisse Redirect Examination by Mr. Schm Cross-Examination by Mr. Bisse Redirect Examination by Mr. Schm Cross-Examination by Mr. Bisse	### PAGE Idt	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	INDEX OF EXHIBITS	4

		5		
1	Exhibit 27 - Offered		1	June 6, 2022, 9:00 a.m.
2	Exhibit 27 - Offered230 Exhibit 27 - Rejected232		06:32	PROCEEDINGS
3	Exhibit 31 - Offered245 Exhibit 31 - Offered246	08.	59:23	THE COURT: This is the time set for the
4 5	Exhibit 31 - Admitted246		4 5	matter of Gideon versus Farley, CV28-20-2706. Are the parties ready to proceed?
6	Exhibit 40 - Offered258 Exhibit 40 - Admitted259	0.0	59:3 6	MR. BISSELL: Yes, your Honor.
7	Exhibit 41 - Offered260 Exhibit 41 - Admitted260		59:37	MR. SCHMIDT: Yes, your Honor.
8	Exhibit 61 - Admitted by10		59:38	THE COURT: Very well. The Court notes the
9	Stipulation	-	9	presence of counsel. And are both your clients here?
10	Exhibit 62 - Offered290 Exhibit 62 - Offered293	08	59:440	MR. SCHMIDT: Yes, your Honor.
11	Exhibit 62 (page Al, A4, A5, A6,294 and A7) - Admitted	08	59: 45 1	MR. BISSELL: Yes, your Honor.
12	Exhibit 64 - Marked541 Exhibit 64 - Offered541	08	59:462	THE COURT: All right. Great. And the
13	Exhibit 64 - Admitted		13	presence of the parties. We had some discussions about
14			14	time and what the status of the day will look like. We
15	DEFENDANTS' WITNESSES:		15	will take a break at 10:30 and then my note, probably a
16	Exhibits A, B, C, D, E, G, H, I,12 K, L, M, O, P, Q, R, T, U, W, X, DD, GG, II, UU, VV, BBB, CCC, DDD, EEE, FFF - Admitted by Stipulation		16	break – there will be a 20-minute break and then a
17	DD, GG, II, UU, VV, BBB, CCC, DDD, EEE, FFF - Admitted by Stipulation		17	break about 1:10, and then we'll proceed in that fashion throughout the week.
18 19	Exhibit F - Offered	0.0	18 00:2 19	The Court has decided on a 60/40 split on a
20	Exhibit N - Offered101	9.2.	20	time and the Court will use the clock on the computer in
21	Exhibit N - Admitted		21	front of me as the time. With that, does either party
22	Exhibit Y - Offered357 Exhibit Y - Admitted359		22	have any anything to take up prior to that?
23	Exhibit AA - Offered628	09	00.23	MR. SCHMIDT: Our exhibits, do you want to
24	Exhibit AA - Admitted		24	handle the -
25	Exhibit BB - Offered567 Exhibit BB - Admitted567	09	00: 2 5	MR. BISSELL: There was another exhibit too,
2		6	4	Marine Marine Abras and Ab
1	Exhibit FF - Offered673 Exhibit FF - Admitted673		1 2	your Honor, or — if you go through them, we can talk about them when we get there.
2	Exhibit JJ - Offered	0.0	01:03	THE COURT: Okay. We'll do that. The Court
4	Exhibit JJ - Offered	92.	4	is thankful for the parties getting together and taking
5	Exhibit KK - Offered		_	a look at the exhibits and seeing what we can what
6	Exhibit KK - Admitted		6	they could agree to; therefore, the Court will put on
7	Exhibit MM - Offered596 Exhibit MM - Admitted596		7	the record what exhibits were stipulated to.
8	Exhibit NN - Offered599	09	01:28	In taking up the plaintiffs' exhibit list
9	Exhibit NN - Admitted599		9	first, it is number 1 - and I want the parties to note
10	Exhibit 00 - Offered		10	an objection or state if that's not what they meant.
11	Exhibit PP - Offered671 Exhibit PP - Admitted671		11	Just interrupt, is what I'm saying, as we go through
12	Exhibit 00 - Offered644		12	these. Stipulating to one, two, five —
13	Exhibit QQ - Admitted644	09	01:463	MR. BISSELL: Were three and four also, your
14	Exhibit RR - Offered660 Exhibit RR - Admitted660		14	Honor, we're going to do because that's what we were
15	Exhibit TT - Offered		15 01: 5 16	talking about? THE COURT: Okay.
16	Exhibit TT - Admitted		01:50	MR. BISSELL: We are going to 3L and 4 and 0
17 18	Exhibit HHH - Offered	ñΆ	18	and E, all of those together, we're fine with three and
19	Exhibit LLL - Marked110 Exhibit LLL - Offered110		19	four coming in too.
	Exhibit LLL - Admitted110	09	02:20	THE COURT: All right. Mr. Schmidt.
20	Exhibit MMM - Marked450 Exhibit MMM - Offered450		02:21	MR. SCHMIDT: Okay. Great. Thank you.
20 21	Public May Demitted A50		02:22	THE COURT: So three, four, five, six, seven,
	Exhibit MMM - Admitted450	0.9	02:42	11 E 0001(1. 00 anos, 10an, 1110, 0an, 0an, 0an, 0an, 0an, 0an, 0an, 0a
21	Exhibit NNN - Marked515 Exhibit NNN - Offered517	09	23	eight, ten, 14. There was - some of these you listed,
21 22	Exhibit NNN - Marked515	09		

			21			
3	A	Okay.		1	true?	
2	Q.	Do you recognize what those pictures are?	09	20:52	A.	Well, yes, the water rights on here. The
3	A	These were part of the listing showing the		3	listing said	I that it was a private system, nonshared,
4	properties	and what it looked like.		4	and the wa	iter rights went with the property.
5	Q.	So where are you when you're reviewing this	09	21:05	Q.	Could you please turn to Bates number Gideo
6	listing? A	re you in Idaho or in Ohio?		6	2019 of E	chibit 3. It's the second to the last page.
7	A.	I'm in Ohio.	09	21:17	A.	Yes.
8	Q.	Okay. So did you make a determination as to	09	21:18	Q.	Okay. Up at the top there, it discloses the
9	whether o	r not you wanted to view the property or		9	water sour	ce and types section.
10	purchase	the property or	09	21:210	A	Yes.
<u>16</u> 1	A.	Yes, we did.	09	21:24	Q.	Can you see that? And you see where it says,
12	Q.	Okay. And what did you determine?		12	"Domestic	water provided by"?
<u></u>	A.	My wife and I decided to come out and view the	09	21:363	A	Yes.
14	property.	It looked favorable.	09	21:364	Q.	And what's checked there?
165	Q.	Okay. Okay. Did you enter into any agreement		21:325	Ā.	It says private system, well system, et
16		u left Ohio to go view the property?	y J	16	cetera.	and a ferrance of a second as
17	A.	We signed a preliminary document that we	00	21:367	Q.	And for the landscape water and the irrigation
18		purchase the property upon the examination and	<u>v 2</u>	18		at is that provided by, according to the
19		f the property.		19	disclosure	· · · · · · · · · · · · · · · · · · ·
30 30	Q.	Okay. If you'd turn, please, to Plaintiffs'		21:20	A.	: It's also the landscaping and the irrigation
	Exhibit No		צע	21:23		. •
21 ~						led by the private system. And there's some other remarks there. Would
¥2	Α.	Yes.	09	21:22	Q.	
3	Q.	And defense counsel and I have discussed		23		reading what those say?
4		Exhibit 3 as missing initials, but that	09	21:24	A.	It says, "Well 3,000-gallon buried concrete
25 —	we've aire	eady stipulated to admission of Exhibit I and		25	reservoir."	· · · · · · · · · · · · · · · · · · ·
25 1			22		reservoir."	· · · · · · · · · · · · · · · · · · ·
1		eady stipulated to admission of Exhibit I and sure if we stipulated to Exhibit 3. We did?		25 .21:51 2	Q.	And then on the next line, where it says,
1 2		sure if we stipulated to Exhibit 3. We did?		:21:5 1	Q.	And then on the next line, where it says, ell and shared well agreement," what does the
1 2 3		sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did.	09	21:51	Q. "Shared w	And then on the next line, where it says, ell and shared well agreement," what does the indicate?
1 2 3		sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes.	09	:21:5 1	Q. "Shared w disclosure	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no"
1 2 3 4	L. I'm not	sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's	09	2 3 :22:04 5	Q. "Shared with disclosure A. to shared with the shared with t	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement,
1 2 3 4 5	L. I'm not	sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3?	09	221:51 2 3 :22:04 5	Q. "Shared w disclosure A. to shared	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement. Was it important to you to have a private
1 2 3 4 5 6	L. I'm not missing th A.	sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what	09 09	21:51 2 3 :22:04 5 :22:16	Q. "Shared widisclosure A. to shared Q. system rai	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement, Was it important to you to have a private ther than a shared system?
1 2 3 4 5 6 7	L. I'm not missing th A. was going	s sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what a with the property and what wasn't going with	09 09 09	21:51 2 3 :22:04 5 :22:16 7	Q. "Shared widisclosure A. to shared vig. Q. system rai	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement, Was it important to you to have a private ther than a shared system? Yes. I didn't want to have —
1 2 3 4 5 6 7 8	L. I'm not missing th A. was going the proper	sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what ye with the property and what wasn't going with arty.	09 09 09 09	22::51 2 3 :22::04 5 :22::16 7 :22::28 :22::29	Q. "Shared widisclosure A. to shared Q. system rai A. Q.	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement, Was it important to you to have a private ther than a shared system? Yes. I didn't want to have — Hold on a second. Why was it important?
1 2 3 4 5 6 7 8 9	L. I'm not missing th A. was going the proper	sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what ye with the property and what wasn't going with rity. And how was it that you received this	09 09 09 09	221:51 2 3 :22:04 5 :22:16 7 :22:28 :22:29	Q. "Shared widisclosure A. to shared Q. system rai A. Q. A.	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement. Was it important to you to have a private ther than a shared system? Yes. I didn't want to have — Hold on a second. Why was it important? Yes. Well, we didn't want to have to go
1 2 3 4 5 6 7 8 9 10	i. I'm not missing th A. was going the proper Q. document	s sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what gwith the property and what wasn't going with rity. And how was it that you received this t, if you recall?	09 09 09 09	221:51 2 3 :22:04 5 :22:16 7 :22:28 :22:29	Q. "Shared widisclosure A. to shared wide Q. system rai A. Q. A. through through through through the	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement. Was it important to you to have a private ther than a shared system? Yes. I didn't want to have — Hold on a second. Why was it important? Yes. Well, we didn't want to have to go e problems that come up with having to deal
1 2 3 4 5 6 7 8 9 110 111 112	missing the proper Q. document	sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what y with the property and what wasn't going with rity. And how was it that you received this it, if you recall?	09 09 09 09	22::51 2 3 :22::04 5 :22::16 7 :22::28 :22::29 :22::310 11 12	Q. "Shared with disclosure A. to shared v. Q. system rai A. Q. A. through the	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement. Was it important to you to have a private ther than a shared system? Yes. I didn't want to have — Hold on a second. Why was it important? Yes. Well, we didn't want to have to go e problems that come up with having to deal red well.
1 2 3 4 5 6 7 8 9 10 11 12 13 13	missing the A. was going the proper Q. document A. Q.	sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what y with the property and what wasn't going with rity. And how was it that you received this t, if you recall? How did we receive it? Yes.	09 09 09 09	22::51 2 3 :22::04 5 :22::16 7 :22::28 :22::29 :22::40 11 12 :22::413	Q. "Shared widisclosure A. to shared Q. system rai A. Q. A. through th	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement. Was it important to you to have a private ther than a shared system? Yes. I didn't want to have — Hold on a second. Why was it important? Yes. Well, we didn't want to have to go a problems that come up with having to deal red well. And what did you understand private system
1 2 3 4 5 6 7 8 9 10 11 12 13 14	missing the A. was going the proper Q. document A. Q. A.	sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what y with the property and what wasn't going with rity. And how was it that you received this it, if you recall?	09 09 09 09	22::51 2 3 :22::04 5 :22::26 7 :22::28 :22::29 :22::310 11 12 :22::413 14	Q. "Shared widisclosure A to shared to system rai A. Q. system rai A. Q. A. through the with a share Q. well cister	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement. Was it important to you to have a private ther than a shared system? Yes. I didn't want to have — Hold on a second. Why was it important? Yes. Well, we didn't want to have to go e problems that come up with having to deal red well.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	missing the proper Q. document A. Q. A. my wife.	sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what g with the property and what wasn't going with rity. And how was it that you received this it, if you recall? How did we receive it? Yes. It was - I believe it was emailed to us, to	09 09 09 09	22::51 2 3 :22::04 5 :22::16 7 :22::28 :22::340 11 12 :22::413 14 15	Q. "Shared widisclosure A. to shared Q. system rai A. Q. A. through th	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement. Was it important to you to have a private ther than a shared system? Yes. I didn't want to have — Hold on a second. Why was it important? Yes. Well, we didn't want to have to go e problems that come up with having to deal red well. And what did you understand private system in, et cetera, what did you understand that to
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	missing the proper Q. document A. Q. A. my wife. Q. Q.	sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what gwith the property and what wasn't going with rity. And how was it that you received this it, if you recall? How did we receive it? Yes. It was ~ I believe it was emailed to us, to	09 09 09 09	22::51 2 3 :22::04 5 :22::16 7 :22::28 :22::29 :22::40 11 12 :22::413 14 15 :22::516	Q. "Shared widisclosure A to shared to system rai A. Q. system rai A. Q. A. through the with a share Q. well cister	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement, Was it important to you to have a private ther than a shared system? Yes. I didn't want to have — Hold on a second. Why was it important? Yes. Well, we didn't want to have to go e problems that come up with having to deal red well. And what did you understand private system in, et cetera, what did you understand that to
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	missing the A. was going the proper Q. document A. Q. A. my wife. Q. offer before	sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what g with the property and what wasn't going with rity. And how was it that you received this it, if you recall? How did we receive it? Yes. It was — I believe it was emailed to us, to And you stated that you made some sort of the coming, some sort of contingent offer.	09 09 09 09	22::51 2 3 :22::04 5 :22::16 7 :22::28 :22::29 :22::40 11 12 :22::41 14 15 :22::516	Q. "Shared widisclosure A to shared to system rai A. Q. system rai A. Q. A. through the with a share Q. well cister	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement. Was it important to you to have a private ther than a shared system? Yes. I didn't want to have — Hold on a second. Why was it important? Yes. Well, we didn't want to have to go e problems that come up with having to deal red well. And what did you understand private system in, et cetera, what did you understand that to MR. BISSELL: Objection. Calls for hearsay. THE COURT: Overruled.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	missing the A. was going the proper Q. document A. Q. A. my wife. Q. offer before What were	sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what gwith the property and what wasn't going with rity. And how was it that you received this it, if you recall? How did we receive it? Yes. It was ~ I believe it was emailed to us, to	09 09 09 09	22:.51 2 3 222:.04 5 222:.16 7 222:.28 222:.29 11 12 :22:.413 14 15 :22:.516 22:.516	Q. "Shared widisclosure A to shared to shared to Q. system rai A. Q. A through the with a share Q. well cister mean?	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement. Was it important to you to have a private ther than a shared system? Yes. I didn't want to have — Hold on a second. Why was it important? Yes. Well, we didn't want to have to go e problems that come up with having to deal red well. And what did you understand private system in, et cetera, what did you understand that to MR. BISSELL: Objection. Calls for hearsay. THE COURT: Overruled. MR. SCHMIDT: Q. Go ahead and answer.
1 2 3 4 5 6 7 8 9 10 1 1 12 13 14 15 16 17 18 19	missing the proper Q. document A. Q. A. my wife. Q. offer before What were recall?	is sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what go with the property and what wasn't going with rity. And how was it that you received this it, if you recall? How did we receive it? Yes. It was — I believe it was emailed to us, to And you stated that you made some sort of the coming, some sort of contingent offer. The the contingencies of that offer, if you	09 09 09 09	22::04 5 22::04 5 22::16 7 22::28 :22::340 11 12 :22::413 14 15 :22::516 22::516 22::518 :22::518	Q. "Shared with school of the control of the contro	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement. Was it important to you to have a private ther than a shared system? Yes. I didn't want to have — Hold on a second. Why was it important? Yes. Well, we didn't want to have to go e problems that come up with having to deal red well. And what did you understand private system in, et cetera, what did you understand that to MR. BISSELL: Objection. Calls for hearsay. THE COURT: Overruled. MR. SCHMIDT: Q. Go ahead and answer. Well, I thought it meant that the system was a
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	missing the proper Q. document A. Q. A. my wife. Q. offer before What were recall?	sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what gwith the property and what wasn't going with rity. And how was it that you received this t, if you recall? How did we receive it? Yes. It was —I believe it was emailed to us, to And you stated that you made some sort of are coming, some sort of contingent offer. The the contingencies of that offer, if you Well, basically we wanted to come out and view	09 09 09 09	22::04 5 22::04 5 22::06 7 :22::28 :22::29 :22::40 11 12 :22::40 14 15 :22::46 :22::46 :22::46 :22::46 :22::46 :22::46	Q. "Shared widisclosure A. to shared wide a system rai A. Q. A. through the with a shared with a sha	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement, Was it important to you to have a private ther than a shared system? Yes. I didn't want to have — Hold on a second. Why was it important? Yes. Well, we didn't want to have to go e problems that come up with having to deal red well. And what did you understand private system in, et cetera, what did you understand that to MR. BISSELL: Objection. Calls for hearsay. THE COURT: Overruled. MR. SCHMIDT: Q. Go ahead and answer. Well, I thought it meant that the system was a stem that belonged to me that was for our
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 1	missing the A. was going the proper Q. document A. Q. A. my wife. Q. offer befo What wer recall? A. the proper A.	is sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what go with the property and what wasn't going with rity. And how was it that you received this it, if you recall? How did we receive it? Yes. It was — I believe it was emailed to us, to And you stated that you made some sort of the coming, some sort of contingent offer. The the contingencies of that offer, if you	09 09 09 09	22::04 5 22::04 5 22::06 7 :22::28 :22::29 :22::40 11 12 :22::40 14 15 :22::46	Q. "Shared widisclosure A. to shared Q. system rai A. Q. A. through th with a sha Q. well cisten mean? A. private sy- personal to	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement, Was it important to you to have a private ther than a shared system? Yes. I didn't want to have — Hold on a second. Why was it important? Yes. Well, we didn't want to have to go a problems that come up with having to deal red well. And what did you understand private system in, et cetera, what did you understand that to MR. BISSELL: Objection. Calls for hearsay. THE COURT: Overruled. MR. SCHMIDT: Q. Go ahead and answer. Well, I thought it meant that the system was a stem that belonged to me that was for our use only.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 1 22	missing the A. was going the proper Q. document A. Q. A. my wife. Q. offer before What wer recall? A. the proper listing.	sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's re signatures, what is Exhibit 3? This was the seller's disclosure showing what gwith the property and what wasn't going with rity. And how was it that you received this it, if you recall? How did we receive it? Yes. It was — I believe it was emailed to us, to And you stated that you made some sort of re coming, some sort of contingent offer. The the contingencies of that offer, if you Well, basically we wanted to come out and view rity and see that it was as was described in the	09 09 09 09	22:.51 22:.04 5 22:.16 7 22:.28 22:.29 22:.40 11 12 :22:.40 14 15 :22:.46 22:.45 22:.45 22:.45 22:.45 22:.48 24:.48 24:.48 25:.48 26:.48 27:.48 28:.48	Q. "Shared widisclosure A. to shared Q. system rai A. Q. A. through th with a sha Q. well cisten mean? A. private systemsonal to Q.	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement. Was it important to you to have a private ther than a shared system? Yes. I didn't want to have — Hold on a second. Why was it important? Yes. Well, we didn't want to have to go e problems that come up with having to deal red well. And what did you understand private system in, et cetera, what did you understand that to MR. BISSELL: Objection. Calls for hearsay. THE COURT: Overruled. MR. SCHMIDT: Q. Go ahead and answer. Well, I thought it meant that the system was a stem that belonged to me that was for our use only. And lower down you'll see some bold where it
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 1	missing the A. was going the proper Q. document A. Q. offer befo What wer recall? A. the proper listing. Q.	sure if we stipulated to Exhibit 3. We did? MR. BISSELL: We did. THE COURT: Yes. MR. SCHMIDT: Q. So acknowledging that it's ne signatures, what is Exhibit 3? This was the seller's disclosure showing what gwith the property and what wasn't going with rity. And how was it that you received this t, if you recall? How did we receive it? Yes. It was —I believe it was emailed to us, to And you stated that you made some sort of are coming, some sort of contingent offer. The the contingencies of that offer, if you Well, basically we wanted to come out and view	09 09 09 09	22::04 5 22::04 5 22::06 7 :22::28 :22::29 :22::40 11 12 :22::40 14 15 :22::46	Q. "Shared wisclosure A. to shared Q. system rai A. Q. A. through th with a sha Q. well cister mean? A. private sy: personal c. Q. says, "Ott	And then on the next line, where it says, ell and shared well agreement," what does the indicate? It says "no" to shared well; and it says "no" well agreement, Was it important to you to have a private ther than a shared system? Yes. I didn't want to have — Hold on a second. Why was it important? Yes. Well, we didn't want to have to go e problems that come up with having to deal red well. And what did you understand private system in, et cetera, what did you understand that to MR. BISSELL: Objection. Calls for hearsay. THE COURT: Overruled. MR. SCHMIDT: Q. Go ahead and answer. Well, I thought it meant that the system was a stem that belonged to me that was for our

about whether it had been surveyed? A the add the property had not been surveyed. A the add the property had not been surveyed. A the add the property had not been surveyed. A the add the property had not been surveyed. A the add the property had not been surveyed. A the add the property had not been surveyed. A the add the property had not been surveyed. A the add the property had not been surveyed. A the add scussions with Mr. Endery. Mr. Edder and the surveyed would that be important for you to know? A Well, yes, because it would give me the exact boundary lines of the property so I know exactly what I was getting. A Yes, I dd. A Yes, TRE-11 Addenctum* Is that part of your agreement. Says, TRE-11 Addenctum* Is that part of your agreement. A Yes, Table was the Real Estate Purchase Agreement. A Yes, Table was the Real Estate Purchase Agreement. A Yes, Table Was the Real Estate Purchase and Sele 20 Agreement, Exhibit 4. What did you do then? A Yes add the property hat the says and the surveyed, would fine the Purchase and Sele 20 Come back and accept it. A Yes, I did. C Okay. Did you make arrangements to view the property? A Yes, I did. C Okay. Did you make arrangements to view the property? A Yes, I did. C Okay. Who went to view the property? A Yes, I did. C Okay. Who went to view the property? A Yes, I did. C Okay. Who went to view the property? A Well, In you'll and I were originally going to set had not stay, so I drove up by myself. I drove out on the 1st and 2nd. I viewed the property on the 3rd of May. A Yes, I did. C Okay. And when you drove up to the property. A Well, In you'll and the western had the was the production. B Okay and what was the real property and the property on the 3rd of May. A Yes, I did. C Okay. Who went to view the property? A Yes, I did. C Okay. Old you make arrangements to view the property. A Yes, I did. C Okay. Old his indicate that those were yours, that that was plong to be included in the transaction? A Yes, I did. C Okay. Old his indi						
about whether it had been surveyed. A it said the properly land not been surveyed. A it said the properly had not been surveyed. A it said the properly had not been surveyed. A Well, yes, because it would give me the exact properly for you to honov? A Well, yes, because it would give me the exact properly for you to honove. A Well, yes, because it would give me the exact properly for you honove. A Well, yes, because it would give me the exact properly for you honove. A Well, yes, because it would give me the exact properly for you honove. A Well, yes, because it would give me the exact properly for you honove. A Well, yes, because it would give me the exact properly for you honove. A Well, yes, because it would give me the exact properly for you honove. A Well, yes, because it would give me the exact properly for you honove. A Well, yes, because it would give me the exact properly for your grown and you have a for your grown and he had to stay, so I drove up by myself. I drove out on the fast and Zel. I viewed the property on the and to stay, so I drove up by myself. I drove out on the fast and Zel. I viewed the property on the and to stay, so I drove up by myself. I drove out on the fast and Zel. I viewed the property on the and to stay, so I drove up by myself. I drove out on the fast and Zel. I viewed the property on the and to stay, so I drove up by myself. I drove out on the fast and Zel. I viewed the property on the and you have any discussions with it is properly and when I view the property. A Well, yes, because it would give me the exact on the fast and that the system had two wells at the discussions with Mr. Edical property and when the state property and you hav	:21	A.	Yes.		A	Oh. ves. i did.
about whether it had been surveyed. A it set for the property had not been surveyed. C iff it had been surveyed, would that be important for you to know? A Well, yes, because it would give me the exact boundary lines of the property so I know southy what I was getting. C iff you'll turn to Exhibit 4, please. A Yes. A Yes. C Do you recognize that document? A The was the Real Estate Purchase Agreement. C And if you'll turn to the last page where it says. "FE-11 Addendum" is that part of your agreement as welf? A Yes. C Four has been admitted, so I won't move to severe it. "Fe-11 Addendum" is that part of your agreement as welf? A Yes. C Four has been admitted, so I won't move to severe it. "Fe-11 Addendum" is that part of your agreement as welf? A We made the offer and welted for Mr. Farley to get the life of and welted for Mr. Farley to get the life of your designed by both perties? A Yes, I did. C And thirk were to that point, so Exhibit 4 your addendum in the second well attached to the system that was down the hill on another pice of property that your admitted in the list by produced gelions a minute, and the there was a second well attached to the system that was down the hill on another pice of property that your admitted in the list by the west was down the hill on another pice of property that your admitted in the list by the west was down the hill on another pice of property that your admitted in the list by the west was down the hill on another pice of property that your admitted in the list by the west was down the hill on another pice of property that your admitted in the system that was down the hill on another pice of property that your admitted in the system was because it wasn't listed in the	_	Q.	Okav. And what did this disclosure tell you		_	
A it said the property had not been surveyed. A lift had been surveyed, would that be important for you to know? A Well, yes, because it would give me the exact boundary lines of the property so I know exactly what i was getting. D lift you'll turn to Exhibit 4, please. A Yes. A This was the Real Estate Purchase Agreement. A Yes. A This was the Real Estate Purchase Agreement. A Yes. A Yes. A Yes. A Yes. A Yes. A Yes. A Well I asked him whist the cutput of the system had two wells attached to the system that the three was because it wasn't listed in the listing. A Yes. A Yes. A Yes. A Well I asked him whist the cutput of the probatical of the System had two wells attached to the system that was down the hill on another piece of property that was down the hill on another piece of property that was used to, that my walls in Ohio had been 15 gallons per minute. I be advised me that Yes down the hill on another piece of property that was used to, that my walls in Ohio had been 15 gallons per minute. I be advised me that Yes. A Yes, I did. C Ckay. Who went to view the property. A Yes, I did. C Ckay. Who went to view the property. A Well, my wife and I were offiginally going to go together, but			· · · · · · · · · · · · · · · · · · ·			
5 but the conversations were mainty with Mr. Farley. A Well, yes, becase it would give me the exact bundary lines of the property so I know exactly what I was griting. C. If you'll turn to Echibit 4, please. A Yes. Q. Do you recognize that document? A Yes. Q. Do you recognize that document? A Yes. Q. And what did he tell you about the water system? A Yes. Q. And what did he tell you about the water system? A Well, in the last page where it says. Fift-11 Addendum' is their part of your agreement. Says. Fift-11 Addendum' is their part of your agreement. Says. Fift-11 Addendum' is their part of your agreement. A Yes. Q. Four has been admitted, so I won't move to admit it. So you entered into the Purchase and Sale Agreement. A Yes made the offer and waited for Mr. Farley to come back and accept it. Q. And I think were to that point, so Exhibit 4 you of Lines and the property. A Yes, it did. A Yes, it was a water property. A Yes, it did. A Yes, it was a water property. A		_	•			•
A. Well, yes, bocause it would give me the exact boundary lines of the property so I know exactly what I was getting. A. Yes, I did. D. If you'll turn to Edribit 4, please. D. Do you recognize that document? A. This was the Real Estate Purchase Agreement. A. This was the Real Estate Purchase Agreement. A. This was the Real Estate Purchase Agreement. A. Wes, G. And if you'll turn to the last page where it as awrite. A. Yes, C. Four has been admitted, so I won't move to admit it. So, you entered into the Purchase and Sale Agreement, Erbitik 4, What did you do then? A. We made the offer and wetted for Mr. Farley to come back and accept it. A. We made the offer and wetted for Mr. Farley to got did their get signed by both perties? A. Yes, it did. D. Cokay, Did you make arrangements to view the property? A. Yes, it did. D. Cokay, Who went to view the property? A. Well, my wife and I were originally going to be property, but her mother got put in the hospital so a she had to stay, so I drove up by myself. I drove out and the stat ad Znd. I viewed the property on the 3rd of May. A. Went up the and the recommendation of the property, who went to view the property on the 3rd of May. A. Well, my wife and I were originally going to be property, which were the read Znd. I viewed the property on the 3rd of May. A. Well, my wife and I were originally going to be property, which were the read Znd. I viewed the property on the 3rd of May. A. Well, my wife and I were originally going to be property, and when I was then, Mr. Farley and his read Znd. I viewed the property on the 3rd of May. A. Who is the matter? A. Who is the matter? A. Pob Elder, is it? A. Who is the matter? A. Who is the matter? A. Who is the meater? A. Who is the matter? A. Pob Elder? A. When we viewed the property, I asked Mir. — W. Farley or Nr. Elder? A. When we viewed the property, I asked Mir. — A. When we viewed the property, I asked Mir. — A. When we viewed the property, I asked Mir. — A. When we viewed the property, I a	_					
boundary lines of the property sol know exactly what I are stated and solve the water system? A Yes, I did. A Weil, I seked him what the output of the system? A Yes, I did. A Weil, I seked him what the output of the system? A Weil, I seked him what the output of the system? A Weil, I seked him what the output of the system? A Weil, I seked him what the output of the system? A Weil, I seked him what the output of the system? A Weil, I seked him what the output of the system had two wells attached to it. The upper well was right directly behind the forme. It produced 2 gallons a minute, and that there was a second well attached to the system that was down the hill on another piece of property that the produced 5 gallons a minute. A Yes, I did. A Yes, I did. C Okay. Did you make arrangements to view the good and accept it. A Yes, I did. C Okay. Did you make arrangements to view the good and accept it. A Yes, I did. C Okay. Did you make arrangements to view the property? A Yes, I did. C Okay. Did you make arrangements to view the property? A Yes, I did. C Okay. Who went to view the property? A Yes, I did. C Okay. Who went to view the property? A Yes, I did. C Okay. Who went to view the property? A Yes, I did. C Okay. And when you drove up to the property. A Yes, I did. C Okay. And when you drove up to the property. A I went up – Patty Ellis took me up to the property, who was there? A I went up – Patty Ellis took me up to the property, who was there where. A Rob Elder? A Yes. A Rob Elder? A Yes. A Who is the realtor? A Yes. A Rob Elder? A Yes. A Who is the realtor? A Yes. A Who is the realtor. A			· ·		_	
boundary lines of the property so I know exactly what I segetting. A Yes. A Yes. D C If you'll turn to Exhibit 4, please. A Yes. D D you recognize that document? A This was the Real Estate Purchase Agreement. A Yes. A Yes. A Yes. A Yes. C Four has been admitted, so I won't move to admit it. So you entered into the Purchase and Sale Agreement, Exhibit 4. What did you do then? A We made the offer and waited for Mr. Farley to come back and accept it. A Yes, it did. A Yes, it did. C O Kay. Did you make arrangements to view the property? A Yes, it did. C O Kay. Who went to view the property? A Well, I asked him what the output of the system that was decome the listing, and the listing, a stanched to it. The upper well was right directly the sea attached to it. The upper well was right directly the sea attached to it. The upper well was right directly the was a little bit lower than I was used to, that my wells in Ohio had been 15 gallons per minute. He advised me that I would never than I was used to, that my wells in Ohio had been 15 gallons per minute. He advised me that I would never than I was used to, that my wells in Ohio had been 15 gallons per minute. He advised me that I would never than I was used to, that my wells in Ohio had been 15 gallons per minute. He advised me that I would never than I was used to, that my wells in Ohio had been 15 gallons per minute. He advised me that I would never than I was used to, that my wells in Ohio had been 15 gallons per minute. He advised me that I would never well in the insting. A Yes, I did. C O Ckay. Did you make arrangements to view the property and I was used to, that my wells in Ohio had been 15 gallons a minute.	_		•			
9 was getting. 9			•			
4. Yes. 4. Yes. 4. Yes. 4. Yes. 4. Yes. 4. Yes. 5. Op you recognize that document? 4. This was the Real Estate Purchase Agreement. 4. And if you'll turn to the last page where it says, "RE-11 Addendum." Is that part of your agreement as well? 5. says, "RE-11 Addendum." Is that part of your agreement as well? 6. Say Page March A. Yes. 6. Grown has been admitted, so I won't move to admit it. So you entered into the Purchase and Sale 20 Agreement, Exhibit 4. What did you do then? 6. A Yes. 6. And If intink we're to that point, so Exhibit 4 your addendated by the made the offer and waited for Mr. Farley to come back and accept it. 6. A Yes, I did. 6. C. Cikay. Did you make arrangements to view the property? 6. A Yes, I did. 6. C. Cikay. Who went to view the property? 7. A Well, my wife and I were originally going to on the 1st and 2nd. I viewed the property on the 3rd of on the 1st and 2nd. I viewed the property on t		-				
A Yes. Do you recognize that document? And if you'll turn to the last page where it says, "RE-11 Addendum" is that part of your agreement as well? A Yes. C Four has been admitted, so I won't move to admit it. So you entered into the Purchase and Sale A Yes. A Yes. A Yes. A We made the effer and waited for Mr. Farley to come back and accept it. A Yes, it did. C Okay. Did you make arrangements to view the property? A Yes, it did. C Okay. Who went to view the property? A Yes, it did. C Okay. Who went to view the property? A Yes, it did. C Okay. Who went to view the property? A Yes, it did. C Okay. Who went to view the property? A Weil, I asked him what the output of the system was because it wasn't listed in the listing. 13 Mr. Farley you make that the system that as well? 14 attached to it. The upper well was right directly 15 behind the home. It produced 2 gallons a minute, and 16 that there was a second well attached to the system that 18 behind the home. It produced 2 gallons a minute, and 19 behind the home. It produced 2 gallons a minute, and 19 behind the home. It produced 2 gallons a minute, and 10 behind the home. It produced 2 gallons a minute, and 11 behind the home. It produced 2 gallons a minute, and 12 behind the home. It produced 2 gallons a minute, and 11 behind the home. It produced 2 gallons a minute, and 11 behind the home. It produced 2 gallons a minute, and 12 behind the home. It produced 2 gallons a minute, and 12 behind the home. It produced 2 gallons a minute, and 13 behind the home. It produced 2 gallons a minute, and 14 behind the home. It produced 2 gallons a minute, and 15 behind the home. It produced 2 gallons a minute, and 16 behind the home. It produced 2 gallons a minute, and 16 behind the home. It produced 2 gallons an minute, and 16 behind the home. It produced 2 gallons an minute, and 16 behind the home. It produced 2 gallons an minute, and 16 behind the home. It produced 2 gallons an minute, and 18 behind the home. It produced 2 g		7_				And what did he tell you about the water
4. Do you recognize that document? 4. This was the Real Estate Purchase Agreement. 4. A This was the Real Estate Purchase Agreement. 5. Says, "RE-11 Addendum." Is that part of your agreement as says, "RE-11 Addendum." Is that part of your agreement as says, "RE-11 Addendum." Is that part of your agreement as says, "RE-11 Addendum." Is that part of your agreement as says, "RE-11 Addendum." Is that part of your agreement as says, "RE-11 Addendum." Is that part of your agreement as says, "RE-11 Addendum." Is that part of your agreement as says, "RE-11 Addendum." Is that part of your agreement as says, "RE-11 Addendum." Is that part of your agreement as says, "RE-11 Addendum." Is that part of your agreement as says, "RE-11 Addendum." Is that part of your agreement as says, "RE-11 Addendum." Is that part of your agreement as says, "RE-11 Addendum." Is that part of your agreement as says, "RE-11 Addendum." Is that part of your agreement as says, "RE-11 Addendum." Is that part of your another piece of property that there was a second well attached to the upper vide at the three was a second well attached to the pystem that the was down the hill on another piece of property that produced 5 gallons a minute. 10 A Yes, I did. 10 A Yes, I did. 22 22.13 gallons per minute. In advised me that would never be housed to that were to that point, so Exhibit 4 yes, it did. 22 22.13 yes, it did that the same adequate water and never had any water and never had never had never your, that that was going to be included in the itstine, and that was the production. 22	2.2				•	Wall I seked him what the output of the
A. This was the Real Estate Purchase Agreement. 4. And if you'll turn to the last page where it says, "RE-11 Addendum." Is that part of your agreement as well? 4. Yes. 4. Yes. 4. Yes. 5. Four has been admitted, so I won't move to 19 admit It. So you entered into the Purchase and Sale 20 Agreement, Exhibit 4. What did you do then? 2. Yes and I think we're to that point, so Exhibit 4 22 come back and accept it. Back an						
4. And if you'll turn to the last page where it 15 says, "RE-11 Addendum" is that part of your agreement 28 swell? A Yes. A Yes. C Four has been admitted, so I won't move to 29 secretary it. So you entered into the Purchases and Sale 29 come back and accept it. So you entered into the Purchases and Sale 29 come back and accept it. 20 come back and accept it. 21 do that get signed by both parties? A Yes, it did. C Okay. Did you make arrangements to view the 20 property? A Yes, it did. C Okay. Who went to view the property? A Yes, I did. C Okay. Who went to view the property? A Yes, I did. C Okay. Who went to view the property? A Yes, I did. C Okay. Who went to view the property? A Yes, I did. C Okay. Who went to view the property? A Yes, I did. C Okay. Who went to view the property? A Well, my wife and I were originally going to 30 together, but her mother got put in the hospital so 30 the tast and 2nd. I viewed the property on the 3rd of 30 May. C Okay. And when you drove up to the property. A I went up - Patty Ellis took me up to the 32 sai. 32 and 4 realtor were there. A Well there? A Who is the realtor? A Yes, I did. A Okay. And who's his realtor? A I went up - Patty Ellis took me up to the 32 sai. 32 and 4 realtor were there. A Note of the realtor? A Note of the realtor? A Rob Elder; is it? A Okay. And who's his realtor? A Poor Mr. Earley. A Who were there with the property, 1 asked Mr. — 12 sai. 39 A Yes, I did. A Yes, I did. C Okay. And what is it realtor? A Yes, I did. A Okay. And who's his realtor? A Yes He said that the system had two wells attached to it and that was the production. This was the second — Q Dyou recognize Exhibit 5? A Note Beder; is it? A Okay. And what is it realtor? A Poor Mr. Earley. A Note Beder? A When we viewed the property, I asked Mr. — 20 sai. 39 A When we viewed the property, I aske					•	
says, "RE-11 Addendum" is that part of your agreement to says, "RE-11 Addendum" is that part of your agreement to says, "RE-11 Addendum" is that part of your agreement, and that was a second well attached to the system that was down the hill on another piece of property that produced 2 gallons a minute, and that that they are down the hill on another piece of property that produced 3 gallons are minute, and that that they are down the hill on another piece of property that produced 3 gallons are minute. A Yes, and think we're to that point, so Exhibit 4 your and accept it. A We made the offer and wasted for Mr. Farley to come back and accept it. A We made the offer and wasted for Mr. Farley to come back and accept it. A We made the offer and wasted for Mr. Farley to come back and accept it. A We made the offer and wasted for Mr. Farley to come back and accept it. A We made the offer and wasted for Mr. Farley to come back and accept it. A We made the offer and wasted for Mr. Farley to come back and accept it. B A We made the offer and wasted for Mr. Farley and the come back and accept it. C A Mr. We made the offer and wasted for Mr. Farley and the come back and accept it. A Yes, it did. C Ckay. Did you make arrangements to view the property? A Yes, I did. C Ckay. Who went to view the property? A Yes, I did. C Ckay. Who went to view the property? A Well, my wife and I were originally going to go together, but her mother got put in the hospital so on the 1st and 2nd. I viewed the property on the 3rd of your acceptive back and your advanced by the property on the 3rd of your acceptive back and your acceptive back and your acceptive back that the system had two wells attached to be and that west the production. A Yes, I did. C Ckay. And when I was a little bit lower that was a sittle bit lower than I was a used to, that my waste a little bit lower than I was due to the west, that he was loved the would never g					•	•
16 as well? A Yes. A Yes. C Four has been admitted, so I won't move to 19 admit it. So you entered into the Purchase and Sale 20 Agreement, Exhibit 4. What did you do then? 21 A We made the offer and weited for Mr. Farley to 22 come back and accept it. 23 Q. And I think we're to that point, so Exhibit 4 24 got – did that get signed by both parties? A Yes, it did. 25 problems through the entire 25 years and he had had more than adequate water and never had any water property? 26 a Yes, it did. 27 Q. Okay. Did you make arrangements to view the property? 28 A Yes, I did. 29 27:143 A Yes, I did. C Okay. Who went to view the property? A Well, my wife and I were originally going to so the last on the last and 2nd, I viewed the property on the 3rd of shad had to say, so I drove up by myself. I drove out on the stand 2nd, I viewed the property on the 3rd of shad. A I went up – Patty Ellis took me up to the property, and when I was there, Mr. Farley and his report, and A Rob Elder, is it? A When we viewed the property, I asked Mr. — 12 23:23:34 A Went we viewed the property, I asked Mr. — 12 23:23:35 A Well, they provided the repair orders, and on the realist of the email is May 17th. A Went made the offer and well of the Mr. Farley was a second well attached to the minute. 17 was down the hill on another pilote of property that produced 5 gallons a minute. 18 produced 5 gallons a minute. 19 27:169 10 Lidd Mr. Farley that was a little bit lower than I was used to, that my wells in Ohio had been 15 22 27:169 23 27:169 C Neary. It will well were to that point, so Exhibit 4 24 than I was used to, that my wells in Ohio had been 15 25 27:169 A That's correct. C Okay. Did he indicate that those were yours, that that was going to be included in the transaction? 26 27:169 A Yes. He sake there had been the acknown and the septembal was the production. 27 28:189 A Yes. He sake that the system had a lower well is that the system had the west and never had any water and the septembal and the sp						
A Yes. Q. Four has been admitted, so I won't move to admit it. So you entered into the Purchase and Sale Agreement, Exhibit 4. What did you do then? A We made the offer and weited for Mr. Farley to 22 come back and accept it. A We made the offer and weited for Mr. Farley to 22 come back and accept it. A We made the offer and weited for Mr. Farley to 22 come back and accept it. A Yes, and I think we're to that point, so Exhibit 4 23 gallons per minute. He advised me that I would never get than I were used to, that my wells in Ohio had been 15 gallons per minute. He advised me that I would never get than I were used to, that my wells in Ohio had been 15 gallons per minute. He advised me that I would never get than I were used to, that my wells in Ohio had been 15 gallons per minute. He advised me that I would never get than I were used to, that my wells in Ohio had been 15 gallons per minute. He advised me that I would never get than I were used to, that my wells in Ohio had been 15 gallons per minute. He advised me that I would never get gallons per minute. He advised me that I would never get gallons per minute. He advised me that I would never get gallons per minute. He advised me that I would never get gallons per minute. He advised me that I would never gallons per minute. He advised me that I would never get gallons per minute. He advised me that I would never gallons per minute. He advised me that I would never gallons per minute. He advised me that I would never gallons per minute. He advised me that I would never gallons per minute. He advised me that I would never gallons per minute. He advised me that I would never gat gallons per minute. He advised me that I would never gat gallons per minute. He advised me that I would never gat gallons per minute. He advised me that I would never gat gallons per minute. He advised me that I would never gallons per minute. He advised me that I would never gallons per gallons per minute. He advised me that I would never gallons per gallons per minute. He advised me th		•	-11 Addendum." Is that part of your agreement	1		
A Well, my wife and twere originally going to go the stand 2nd. I viewed the property on the 1st and 2nd. I viewed the property on the 1st and 2nd. I viewed the property on the 1st and 2nd. I viewed the property on the 3rd of Q. Okay. And when you drove up to the property, and when you drove up to the property, and when it was there. When the stand 2nd. I viewed the property on the 3rd of Q. Okay. And when you drove up to the property, and when I was there. When I was there, Wr. Farley and his realtor? Q. And who's his realtor? Q. Okay. And when you drove up to the property, and when I was there. Wr. Farley and his realtor? Q. And who's his realtor? Q. And who's his realtor? Q. And when you drove any discussions with Q. Rob Elder? A. Well, my effect of the mail is May 17th. Q. And when we viewed the property, I asked Mr. — 29, 221,284 Q. Okay. And what information was provided for you to reverse and on the 1st and 2nd. I viewed the property on the 3rd of Q. And what's the date of the email? Q. And who's his realtor? Q. And when we viewed the property, I asked Mr. — 29, 221,284 Q. And did you have any discussions with Q. 21,21,284 Q. And did you have any discussions with Q. 21,21,284 Q. And when you drove up to the property, I asked Mr. — 29, 221,284 Q. And when you drove any discussions with Q. 21,21,284 Q. And when we viewed the property, I asked Mr. — 29, 221,284 Q. And when twe viewed the property, I asked Mr. — 29, 221,284 Q. And when the appropriate and the septic system. A Well, they provided the repair orders, and on the septic system.			W			- · ·
admit it. So you entered into the Purchase and Sale Agreement, Exhibit 4. What did you do then? A We made the offer and waited for Mr. Farley to come back and accept it. A We made the offer and waited for Mr. Farley to come back and accept it. C O. And I think we're to that point, so Exhibit 4 come back and accept it. C O. And I think we're to that point, so Exhibit 4 come back and accept it. C O. And I think we're to that point, so Exhibit 4 come back and accept it. C O. And I think we're to that point, so Exhibit 4 come back and accept it. C O. Ckay. Did you make arrangements to view the property? A Yes, it did. C O. Ckay. Did you make arrangements to view the property? A Yes, I did. C O. Ckay. Who went to view the property? A Well, my wife and I were originally going to she had to stay, so I drove up by myself. I drove out she had to stay, so I drove up by myself. I drove out on the 1st and 2nd. I viewed the property on the 3rd of May. C O. Ckay. And when you drove up to the property, and when I was there, Mr. Farley and his realtor were there. A I went up – Patty Ellis took me up to the property, and when I was there, Mr. Farley and his realtor were there. C O. Rob Elder? A Yes. C O. Ckay. And what is it? A Rob Elder; is it? A When we viewed the property, I asked Mr. — 20 21,213.60 A When we viewed the property, I asked Mr. — 20 21,213.60 A When we viewed the property, I asked Mr. — 20 21,213.60 A When we viewed the property, I asked Mr. — 20 21,213.60 A When we viewed the property, I asked Mr. — 20 21,213.60 A When we viewed the property, I asked Mr. — 20 21,213.60 A When we viewed the property, I asked Mr. — 20 21,213.60 A When we viewed the property, I asked Mr. — 20 21,213.60 A When we viewed the property, I asked Mr. — 20 21,213.60 A When we viewed the property, I asked Mr. — 20 21,213.60 A When we viewed the property, I asked Mr. — 20 21,213.60 A When we viewed the property, I asked Mr. — 20 21,213.60 A When we viewed the property, I asked Mr. — 20 21,213.60 A When we						· · · · · ·
20 Agreement, Exhibit 4. What did you do then? A. We made the offer and walted for Mr. Farley to 21 come back and accept it. 32 Q. And I think we're to that point, so Exhibit 4 23 got – did that get signed by both parties? 34 A. Yes, it did. 25 years and he 26 years, that he had lived there for 25 years and he 27 had had more than adequate water and never had any water 28 property? 38 A. Yes, I did. 40 Okay. Did you make arrangements to view the 29 property? 39 A. Yes, I did. 40 Q. Okay. Did you make arrangements to view the 29 property? 30 A. Well, may wife and I were originally going to 30 go together, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 30 yeighter, but her mother got put in the hospital so 31 yeighter, but her mother got put in the hospital so 32 yeighter, but her mother got put in the hospital so 32 yeighter, but her mother got put in the hospital so 32 yeighter, but her mother got put in the hospital so 32 yeighter, but her mother got put in the hospital so 32 yeighter, but her mother got put in the hospital so 32 yeighter, but her mother got put in the hospital so 32 yeighter, but her mother got put in the hospital so 32 yeigh				"	produced	•
A We made the offer and waited for Mr. Farley to come back and accept it. Q. And I think we're to that point, so Exhibit 4 29 got — did that get signed by both parties? A Yes, it did. C. Okay. Did you make arrangements to view the property? A Yes, I did. Q. Okay. Who went to view the property? A Well, my wife and I were originally going to shad to stay, so I drove up by myself. I drove out on the 1st and 2nd. I viewed the property on the 3rd of May. Q. Okay. And when you drove up to the property, who was there? A I went up — Patty Ellis took me up to the property, and when I was there. Mr. Farley and his property, and when I was there. Mr. Farley and his realtor? Q. And who's his realtor? Q. And who's his realtor? Q. Rob Elder? Q. Rob Elder? Q. And did you have any discussions with property, I asked Mr. — 29, 212,243 Q. And when we viewed the property, I asked Mr. — 29, 212,243 Q. Rob Elder? Q. And When we viewed the property, I asked Mr. — 29, 212,243 A. When we viewed the property, I asked Mr. — 29, 212,243 A. When the did you have any discussions with provided for you to review? A When we viewed the property, I asked Mr. — 29, 212,243 A. When we viewed the property, I asked Mr. — 29, 212,243 A. When we viewed the property, I asked Mr. — 29, 212,243 A. When we viewed the property, I asked Mr. — 29, 212,243 A. When we viewed the property, I asked Mr. — 29, 212,243 A. When we viewed the property, I asked Mr. — 29, 212,243 A. When we viewed the property, I asked Mr. — 29, 212,243 A. When we viewed the property, I asked Mr. — 29, 212,243 A. When we viewed the property, I asked Mr. — 29, 212,243 A. When the repair orders, and on particle the manula is May 17th. Q. And did you have any discussions with property, I asked Mr. — 29, 212,243 A. When we viewed the property, I asked Mr. — 29, 212,243 A. When we viewed the property, I asked Mr. — 29, 212,243 A. When we viewed the property, I asked Mr. — 29, 212,243 A. When the reduction that information was provided for you to review?			*			•
22 come back and accept it. Q. And I think we're to that point, so Exhibit 4 24 got — did that get signed by both parties? A. Yes, it did. 25 1 Q. Okay. Did you make arrangements to view the property? 26 1 Q. Okay. Did you make arrangements to view the property? 27 28 A. Yes, I did. Q. Okay. Who went to view the property? 28 A. Well, my wife and I were originally going to she had to stay, so I drove up by myself. I drove out on the 1st and 2nd. I viewed the property on the 3rd of she had to stay, so I drove up by myself. I drove out on the 1st and 2nd. I viewed the property on the 3rd of she had to stay, so I drove up to the property. Who was there? Q. Okay. And when you drove up to the property. Who was there? Q. Okay. And when I was there, Mr. Farley and his realtor were three. Q. And who's his realtor? Q. Rob Elder; is it? Q. Rob Elder; is it? Q. Rob Elder; Q. Rob Elder; Q. And did you have any discussions with property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I asked Mr. — 29 1231,243 A. When we viewed the property, I ask		\greemer				•
23 nouse was, that he had lived there for 25 years and he 24 got – did that get signed by both parties? 25 A Yes, it did. 26 27 28 29 21:31 20 20 21:32 21:33 21:33 20 20 20 21:34 21 22 22:33 20 20 20 21:34 21 22 23 24 25 25 26 29 21:34 20 20 20 21:34 20 20 20 21:34 20 20 20 21:34 20 20 20 21:35 20 20 21:36 20 20 21:36 20 20 21:36 20 20 21:36 20 20 21:36 20 20 21:36 20 20 21:36 21:36 20 21:36 21:36 21:36 22 22:36 23:36 23:36 24 24 24 24 24 24 24 24 24 24 24 24 24			·	21		
24 got - did that get signed by both parties? 25 A. Yes, it did. 26 27 28 29 20 20 20 20 20 21 21 21 20 20 20 21 21 21 20 20 20 21 21 21 20 20 20 21 21 21 20 20 20 21 21 21 20 20 20 21 21 20 20 20 21 21 21 20 20 20 21 21 21 20 20 20 21 21 21 20 20 20 21 21 21 20 20 20 21 21 21 20 20 20 21 21 21 20 20 20 21 21 21 20 20 20 21 21 21 20 20 20 21 21 21 20 20 20 21 21 21 20 20 20 20 20 21 21 21 20 20 20 20 20 20 20 20 20 20 20 20 20		come bac	k and accept it.	22	•	
A. Yes, it did. 26 Q. Okay. Did you make arrangements to view the property? A. Yes, I did. Q. Okay. Who went to view the property? A. Well, my wife and I were originally going to go together, but her mother got put in the hospital so she had to stay, so I drove up by myself. I drove out she had to stay, so I drove up by myself. I drove out she had to stay, so I drove up by myself. I drove out 7 attached to it and that was the production. 8 on the 1st and 2nd. I viewed the property on the 3rd of 9 lease. 9 May. 10 Q. Okay. And when you drove up to the property, 29 28;40 Q. If you'll turn to Plaintiffs' Exhibit 5, please. 11 who was there? 22 Lesids Q. Do you recognize Exhibit 5? A. I went up – Patty Ellis took me up to the property, and when I was there, Mr. Farley and his realtor were there. 11 realtor were there. 12 A. Who is the reaftor? 23 28;40 Q. Okay. And who's his realtor? 24 A. Who is the reaftor? 25 problems through the entire 25 years. 26 A. That's correct. Q. So he talked about an upper well and a lower well; is that correct? A. That's correct. Q. Cokay. Did he indicate that those were yours, that that was going to be included in the transaction? A. Yes. He said that the system had two wells attached to it and that was the production. Q. If you'll turn to Plaintiffs' Exhibit 5, Palesae. Q. Do you recognize Exhibit 5? A. This was the second — We'll take this in order. Do you recognize it first? A. This was the second — We'll take this in order. Do you recognize it first? A. This is an email from Rob Elder giving us confirmation on the wells and the septic system. Q. Okay. And what is free to date of the email? A. The date of the email is May 17th. A. The date of the email is May 17th. A. The date of the email is May 17th. A. The date of the email is May 17th. A. The date of the email or review?	23	Q.	And I think we're to that point, so Exhibit 4	23	house wa	s, that he had lived there for 25 years and he
26 27 28 29 27:23 29 27:24 20 20 20 20 20 20 20 20 20 20 20 20 20	24 g	ot – did i	that get signed by both parties?	24	had had r	nore than adequate water and never had any water
Q. Okay. Did you make arrangements to view the property? A Yes, I did. Q. Okay. Who went to view the property? A Well, my wife and I were originally going to 5 that that was going to be included in the transaction? A Well, my wife and I were originally going to 5 that that was going to be included in the transaction? A Well, my wife and I were originally going to 5 that that was going to be included in the transaction? A Well, my wife and I were originally going to 5 that that was going to be included in the transaction? A Yes. He said that the system had two wells attached to it and that was the production. B Way. Q. Okay. And when you drove up to the property, 99 28:48 Q. Okay. And when you drove up to the property, 99 28:41 A I went up – Patty Ellis took me up to the 92 28:42 A I went up – Patty Ellis took me up to the 92 28:42 A This was the second – Q. Vay and when I was there, Mr. Farley and his 14 realtor were there. Q. And who's his realtor? Q. For Mr. Farley. Q. For Mr. Farley. Q. Rob Elder; is it? Q. And did you have any discussions with 92 28:39 A When we viewed the property, I asked Mr. – 92 28:23 A When we viewed the property, I asked Mr. – 92 29:23:30 A Well, they provided the repair orders, and on	25	A.	Yes, it did.	25	problems	through the entire 25 years.
Q. Okay. Who went to view the property? Q. Okay. Who went to view the property? Q. Okay. Did he indicate that those were yours, that that was going to be included in the transaction? So together, but her mother got put in the hospital so she had to stay, so I drove up by myself. I drove out not he 1st and 2nd. I viewed the property on the 3rd of she had to stay, so I drove up by myself. I drove out not he 1st and 2nd. I viewed the property on the 3rd of she had to stay, so I drove up to the 3rd of she had to stay, so I drove up to the 3rd of she had to stay, so I drove up to the 3rd of she had to stay, so I drove up to the 3rd of she had to stay, so I drove up to the 3rd of she had to stay, so I drove up to the 3rd of she had to stay, so I drove up to the 3rd of she had to stay, so I drove up to the 3rd of she had to stay, so I drove up to the 3rd of she had to stay, so I drove up to the 3rd of she had to stay, so I drove up to the 3rd of she had to stay, so I drove up to the 3rd of she had to stay, so I drove up to the 3rd of she had to stay, so I drove up to the 3rd of she had to stay, so I drove up to the 3rd of she yell she she had to stay, so I drove up to the 3rd of she yell she had to stay, so I drove up to the 3rd of she yell she had to stay, so I drove up to the 3rd of she yell she had to stay the she broughts, in the she production. A I went up - Patty Ellis took me up to the 3rd of 3rd she yell she she yell she yell she yell she yell she she she second - 3rd she	:0 <mark>1</mark>		Okay. Did you make arrangements to view the	09 27:31	Q.	• •
A Well, my wife and I were originally going to go together, but her mother got put in the hospital so she had to stay, so I drove up by myself. I drove out nor the 1st and 2nd. I viewed the property on the 3rd of May. Q. Okay. And when you drove up to the property, who was there? Q. If you'll turn to Plaintiffs' Exhibit 5, please. A Yes. Do you recognize Exhibit 5? This was the second — We'll take this in order. Do you recognize it first? A Who is the realtor? Q. And who's his realtor? Q. For Mr. Farley. A Rob Elder? Q. Rob Elder? Q. And did you have any discussions with Q. And when we viewed the property, I asked Mr. — Secondary of the that was going to be included in the transaction? A Yes. He said that the system had two wells attached to it and that was the production. A Yes. Q. If you'll turn to Plaintiffs' Exhibit 5, please. A Yes. Do you recognize Exhibit 5? This was the second — We'll take this in order. Do you recognize it first? A Ch, yes, I do. Okay. And what is it? This is an email from Rob Elder giving us confirmation on the wells and the septic system. Q. Rob Elder? Q. And what information was provided for you to Mr. Farley or Mr. Elder? A When we viewed the property, I asked Mr. — Secondary or Mr. Elder? Q. Well, they provided the repair orders, and on			36 1.8.4			
6 go together, but her mother got put in the hospital so 7 she had to stay, so I drove up by myself. I drove out 8 on the 1st and 2nd. I viewed the property on the 3rd of 9 May. 9 please. 40 Q. Okay. And when you drove up to the property, who was there? 41 who was there? 42 A. I went up – Patty Ellis took me up to the property, and when I was there, Mr. Farley and his realtor were there. 43 Q. And who's his realtor? 44 Q. And who's his realtor? 45 Q. For Mr. Farley. 46 A. Who is the realtor? 47 attached to it and that was the production. 48 Q. If you'll turn to Plaintiffs' Exhibit 5, 9 please. 49 Please. 40 Do you recognize Exhibit 5? 41 This was the second — 42 Q. We'll take this in order. Do you recognize it first? 41 first? 42 A. Who is the realtor? 43 Q. And who's his realtor? 44 Q. For Mr. Farley. 45 Q. For Mr. Farley. 46 A. Who is the realtor? 47 Q. For Mr. Farley. 48 A. Rob Elder, is it? 49 Q. Rob Elder? 40 Q. And did you have any discussions with 40 Q. And did you have any discussions with 40 Q. And what information was provided for you to my interview? 41 Mr. Farley or Mr. Elder? 42 Pes. 43 When we viewed the property, I asked Mr. — 44 Q. Pes. 45 Q. And what information was provided the repair orders, and on	13	A.		09:27:43	A	That's correct.
she had to stay, so I drove up by myself. I drove out nother 1st and 2nd. I viewed the property on the 3rd of May. Q. Okay. And when you drove up to the property, who was there? A. I went up - Patty Ellis took me up to the property, and when I was there, Mr. Farley and his realtor were there. Q. And who's his realtor? Q. And who's his realtor? Q. For Mr. Farley. A. Who Is the realtor? Q. For Mr. Farley. A. Rob Elder; is it? Q. Rob Elder? Q. And did you have any discussions with Q. And what is provided the repair orders, and on The date of the email is May 17th. A. When we viewed the property, I asked Mr y 21.26 Q. We'll, they provided the repair orders, and on	18 14	A. Q.	Okay. Who went to view the property?	09:27:4 3 09:27:4 4	A . Q.	That's correct. Okay. Did he indicate that those were yours,
8 on the 1st and 2nd. I viewed the property on the 3rd of 9 May. 9 please. 10 Q. Okay. And when you drove up to the property, 11 who was there? 9 please. 11 who was there? 9 please. 12 A. I went up – Patty Ellis took me up to the 13 property, and when I was there, Mr. Farley and his 14 realtor were there. 15 Q. And who's his realtor? 16 Q. And who's his realtor? 17 Q. For Mr. Farley. 18 A. Rob Elder, is it? 19 28: 46 Q. Okay. And what is it? 19 28: 46 Q. Okay. And what is it? 19 28: 46 Q. Okay. And what is it? 19 28: 46 Q. Okay. And what is it? 19 28: 46 Q. Okay. And what is it? 19 28: 46 Q. Okay. And what is it? 19 28: 46 Q. Okay. And what is it? 19 28: 46 Q. Okay. And what is it? 19 28: 46 Q. Okay. And what is it? 10 Q. Rob Elder, is it? 11 Confirmation on the wells and the septic system. 12 A. Yes. 13 Q. And did you have any discussions with 14 Q. 28: 20 A. The date of the email is May 17th. 15 Q. And what information was provided for you to the property, I asked Mr. — 16 Q. We'll, they provided the repair orders, and on	13 14 15	A. Q. A.	Okay. Who went to view the property? Well, my wife and I were originally going to	09:27:4 3 09:27:4 4 5	A. Q. that that v	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction?
9 please. 10 Q. Okay. And when you drove up to the property, op 28:10 A. Yes. 11 who was there? A I went up - Patty Ellis took me up to the op 28:10 Q. Do you recognize Exhibit 5? 12 A I went up - Patty Ellis took me up to the op 28:10 Q. We'll take this in order. Do you recognize it realtor were there. 13 property, and when I was there, Mr. Farley and his op 28:10 Q. We'll take this in order. Do you recognize it first? 14 first? 15 Q. And who's his realtor? 16 A. Who is the realtor? 17 Q. For Mr. Farley. 18 Q. For Mr. Farley. 19 28:10 Q. Okay. And what is it? 19 28:10 Q. Okay. And what is it? 10 Q. Rob Elder, is it? 11 No Delder? 12 A. Yes. 13 Q. Okay. And what's the date of the email? 14 This is an email from Rob Elder giving us confirmation on the wells and the septic system. 18 Q. And did you have any discussions with op 28:21 Q. Okay. And what's the date of the email? 19 28:21 Q. And what information was provided for you to review? 20 Mr. Farley or Mr. Elder? 21 A. When we viewed the property, I asked Mr 22 provided the repair orders, and on	13 14 15 6 g	A. Q. A. go togeth	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so	09:27:4 3 09:27:4 4 5 09:27:5 6	A. Q. that that t	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells
Q. Okay. And when you drove up to the property, who was there? Q. Do you recognize Exhibit 5? A. I went up - Patty Ellis took me up to the property, and when I was there, Mr. Farley and his property, and when I was there, Mr. Farley and his realtor were there. 14 first? A. Oh, yes, I do. C. And who's his realtor? Description on the realtor on the wells and the septic system. C. Rob Elder? Description on the wells and the septic system. Description on the wells and the septic system. Description on the date of the email? Description on the wells and the septic system. Description on the well and th	13 14 15 6 g 7 s	A. Q. A. go togethe	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so estay, so I drove up by myself. I drove out	09:27:4 3 09:27:4 4 5 09:27:5 6	Q. that that that A. attached	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production.
who was there? A. I went up - Patty Ellis took me up to the property, and when I was there, Mr. Farley and his property, and when I was there, Mr. Farley and his property, and whon's his realtor? A. Who is the realtor? A. Who is the realtor? A. Who is the realtor? A. Rob Elder, is it? C. Rob Elder? C. Rob Elder Elde	:13 :14 :15 6 g 7 s	A. Q. A. go togethe	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so estay, so I drove up by myself. I drove out	09:27:4 3 09:27:4 5 5 09:27:5 6 7 09:28:0 8	A. Q. that that v A. attached Q.	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production.
A. I went up – Patty Ellis took me up to the property, and when I was there, Mr. Farley and his realtor were there. 14 first? 25 Q. And who's his realtor? 26 A. Who is the realtor? 27 Q. For Mr. Farley. 28 A. Rob Elder, is it? 29 Q. Rob Elder? 20 A. Yes. 20 And did you have any discussions with 21 A. When we viewed the property, I asked Mr. — 29 Q 28:28 Q A. Well, they provided the repair orders, and on	:13 :14 :15 6 g 7 s 8 o 9 N	A. Q. A. go togethe she had to on the 1st	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so stay, so I drove up by myself. I drove out and 2nd. I viewed the property on the 3rd of	09:27:43 09:27:44 5 09:27:56 7 09:28:08 9	A. Q. that that that A. attached Q. please.	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production. If you'll turn to Plaintiffs' Exhibit 5,
property, and when I was there, Mr. Farley and his realtor were there. 14 first? 2. And who's his realtor? 2. And who's his realtor? 2. For Mr. Farley. 3. A. Rob Elder, is it? 3. A. Rob Elder? 4. Ch, yes, I do. 3. Okay. And what is it? 4. This is an email from Rob Elder giving us 5. Confirmation on the wells and the septic system. 5. Confirmation on the wells and the septic system. 6. Confirmation on the wells and the septic system. 7. Confirmation on the wells and the septic system. 8. Confirmation on the wells and the septic system. 9. 28: 340	113 114 115 6 g 7 s 8 o 9 N	A. Q. A. go togethe she had to on the 1st May. Q.	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so estay, so I drove up by myself. I drove out and 2nd. I viewed the property on the 3rd of Okay. And when you drove up to the property,	09:27:43 09:27:44 5 09:27:56 7 09:28:08 9	A. Q. that that v. A. attached Q. please. A.	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production. If you'll turn to Plaintiffs' Exhibit 5, Yes.
realtor were there. 14 first? 29 28:26 A. Who is the realtor? 29 28:26 A. Who is the realtor? 20 For Mr. Farley. 21 A. Rob Elder, is it? 20 Rob Elder? 21 A. Yes. 22 And did you have any discussions with 23 A. When we viewed the property, I asked Mr 29 29:28:20 20 A. When we viewed the property, I asked Mr 20 A. Well, they provided the repair orders, and on	113 114 115 6 g 7 s 8 o 9 N 111 v	A. Q. A. go togethe she had to on the 1st May. Q.	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so e stay, so I drove up by myself. I drove out and 2nd. I viewed the property on the 3rd of Okay. And when you drove up to the property, here?	09:27:43 09:27:45 5 09:27:56 7 09:28:08 9 09:28:110 09:28:110	A. Q. that that that A. attached Q. please. A. Q.	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production. If you'll turn to Plaintiffs' Exhibit 5, Yes. Do you recognize Exhibit 5?
Q. And who's his realtor? A. Who is the realtor? Q. For Mr. Farley. A. Rob Elder, is it? Q. Rob Elder? Q. Rob Elder? Q. And did you have any discussions with Q. And did you have any discussions with Q. Mr. Farley or Mr. Elder? A. Oh, yes, I do. Okay. And what is it? A. This is an email from Rob Elder giving us confirmation on the wells and the septic system. Okay. And what's the date of the email? A. The date of the email is May 17th. Q. And did you have any discussions with Q. And what information was provided for you to review? A. When we viewed the property, I asked Mr Op 28: 45 A. Oh, yes, I do. Okay. And what is it? A. This is an email from Rob Elder giving us confirmation on the wells and the septic system. Op 28: 49 Q. Okay. And what's the date of the email? A. The date of the email is May 17th. Op 28: 21 Q. And what information was provided for you to review? A. Well, they provided the repair orders, and on	113 114 115 6 9 7 s 8 0 9 N 111 w	A. Q. A. go togethe she had to on the 1st viay. Q. who was the A.	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so e stay, so I drove up by myself. I drove out and 2nd. I viewed the property on the 3rd of Okay. And when you drove up to the property, there? I went up - Patty Ellis took me up to the	09:27:43 09:27:45 5 09:27:56 7 09:28:08 9 09:28:110 09:28:110	A. Q. that that that that that that that the discheding. please. A. Q. A.	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production. If you'll turn to Plaintiffs' Exhibit 5, Yes. Do you recognize Exhibit 5? This was the second —
A. Who is the realtor? Q. For Mr. Farley. A. Rob Elder, is it? Q. Rob Elder? Q. Rob Elder? Q. Rob Elder? Q. A. Yes. Q. And did you have any discussions with Q. Mr. Farley or Mr. Elder? A. When we viewed the property, I asked Mr Q. Okay. And what is it? Q. Okay. And what is it? Q. Okay. And what's the date of the email? A. The date of the email is May 17th. Q. And what information was provided for you to 22 review? A. When we viewed the property, I asked Mr Q. Well, they provided the repair orders, and on	113 114 115 6 g 7 s 8 0 9 N 111 w	A. Q. A. go togethe she had to on the 1st viay. Q. who was the A.	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so e stay, so I drove up by myself. I drove out and 2nd. I viewed the property on the 3rd of Okay. And when you drove up to the property, there? I went up - Patty Ellis took me up to the	09:27:43 09:27:44 5 09:27:56 7 09:28:08 9 09:28:110 09:28:110 09:28:112	A. Q. that that v. A. attached Q. please. A. Q. A. Q.	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production. If you'll turn to Plaintiffs' Exhibit 5, Yes. Do you recognize Exhibit 5? This was the second —
Q. For Mr. Farley. A. Rob Elder, is it? Rob Elder? Q. Rob Elder? Q. Rob Elder? Q. Rob Elder? Q. And did you have any discussions with Q. Mr. Farley or Mr. Elder? A. This is an email from Rob Elder giving us confirmation on the wells and the septic system. Q. Okay. And what's the date of the email? A. The date of the email is May 17th. Q. And did you have any discussions with Q. And what information was provided for you to 22 Mr. Farley or Mr. Elder? A. When we viewed the property, I asked Mr Q. Well, they provided the repair orders, and on	13 14 15 6 9 7 8 9 N 140 11 w	A. Q. A. go togethe had to on the 1st way. Q. who was the coroperty,	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so e stay, so I drove up by myself. I drove out and 2nd. I viewed the property on the 3rd of Okay. And when you drove up to the property, here? I went up - Patty Ellis took me up to the and when I was there, Mr. Farley and his	09:27:43 09:27:44 5 09:27:56 7 09:28:08 9 09:28:110 09:28:111 09:28:121 09:28:121 14	A. Q. that that w. A. attached Q. please. A. Q. A. Q. first?	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production. If you'll turn to Plaintiffs' Exhibit 5, Yes. Do you recognize Exhibit 5? This was the second — We'll take this in order. Do you recognize it
A. Rob Elder, is it? Q. Rob Elder? Q. Rob Elder? Q. Okay. And what's the date of the email? A. Yes. Q. And did you have any discussions with Q. And what information was provided for you to 22 Mr. Farley or Mr. Elder? A. When we viewed the property, I asked Mr 23 A. When we viewed the property, I asked Mr 25 Confirmation on the wells and the septic system. Q. Okay. And what's the date of the email? A. The date of the email is May 17th. Q. And what information was provided for you to 22 review? A. Well, they provided the repair orders, and on	13 14 15 6 9 7 8 9 N 11 w 142 13 p	A. Q. A. go togethe she had to not the 1st Way. Q. who was to A. property, realtor we	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so e stay, so I drove up by myself. I drove out and 2nd. I viewed the property on the 3rd of Okay. And when you drove up to the property, there? I went up — Patty Ellis took me up to the and when I was there, Mr. Farley and his re there.	09:27:43 09:27:44 5 09:27:56 7 09:28:08 9 09:28:110 09:28:111 09:28:121 09:28:121 14	A. Q. that that w. A. attached Q. please. A. Q. A. Q. first?	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production. If you'll turn to Plaintiffs' Exhibit 5, Yes. Do you recognize Exhibit 5? This was the second — We'll take this in order. Do you recognize it Oh, yes, I do.
Q. Rob Elder? Q. A. Yes. Q. And what's the date of the email? The date of the email is May 17th. Q. And did you have any discussions with Q. Mr. Farley or Mr. Elder? Q. And what information was provided for you to Q. And what information was provided for you to Q. When we viewed the property, I asked Mr Q. And what information was provided for you to Q. Well, they provided the repair orders, and on	13 14 15 6 9 7 8 9 N 11 w 142 13 p 14 n	A. Q. A. go togethe she had to on the 1st viay. Q. who was the coroperty, realtor we	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so e stay, so I drove up by myself. I drove out and 2nd. I viewed the property on the 3rd of Okay. And when you drove up to the property, there? I went up - Patty Ellis took me up to the and when I was there, Mr. Farley and his re there. And who's his realtor?	09:27:43 09:27:44 5 09:27:56 7 09:28:08 9 09:28:110 09:28:140 09:28:142 09:28:143 14	A. Q. that that was A attached Q. please. A. Q. A. Q. first? A.	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production. If you'll turn to Plaintiffs' Exhibit 5, Yes. Do you recognize Exhibit 5? This was the second — We'll take this in order. Do you recognize it Oh, yes, I do. Okay. And what is it'?
A. Yes. Q. And did you have any discussions with Q. And what information was provided for you to 22 Mr. Farley or Mr. Elder? A. When we viewed the property, I asked Mr 29 29:20 A. The date of the email is May 17th. Q. And what information was provided for you to 22 review? A. Well, they provided the repair orders, and on	13 14 15 6 9 7 8 0 9 N 140 11 w 142 13 p 14 n	A. Q. A. go togetheshe had to on the 1st vitay. Q. who was to A. oroperty, realtor we Q. A.	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so e stay, so I drove up by myself. I drove out and 2nd. I viewed the property on the 3rd of Okay. And when you drove up to the property, here? I went up — Patty Ellis took me up to the and when I was there, Mr. Farley and his re there. And who's his realtor? Who is the realtor?	09:27:43 09:27:44 5 09:27:56 7 09:28:08 9 09:28:110 09:28:110 09:28:112 09:28:112	A. Q. that that w. A. attached Q. please. A. Q. A. Q. first? A. Q. A. Q. A. Q. A. Q. A. Q. A. A. Q. A.	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production. If you'll turn to Plaintiffs' Exhibit 5, Yes. Do you recognize Exhibit 5? This was the second — We'll take this in order. Do you recognize it Oh, yes, I do. Okay. And what is it? This is an email from Rob Elder giving us
Q. And did you have any discussions with Q. And what information was provided for you to 22 Mr. Farley or Mr. Elder? 22 review? 23 A. When we viewed the property, I asked Mr 29 29:23 A. Well, they provided the repair orders, and on	13 14 15 6 9 N 11 14 P 14 14 P 14 15 14 16 14 15 14 16 14 17 17 17 17 17 17 17 17 17 17 17 17 17	A. Q. A. go togethishe had to the 1st Way. Q. who was the A. coroperty, realtor we Q. A. Q.	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so o stay, so I drove up by myself. I drove out and 2nd. I viewed the property on the 3rd of Okay. And when you drove up to the property, there? I went up — Patty Ellis took me up to the and when I was there, Mr. Farley and his re there. And who's his realtor? Who is the realtor? For Mr. Farley.	09: 27: 43 09: 27: 44 5 09: 27: 56 7 09: 28: 08 9 09: 28: 110 09: 28: 141 09: 28: 145 09: 28: 146 09: 28: 146	A. Q. that that w. A. attached Q. please. A. Q. A. Q. first? A. Q. A. Q. A. Q. A. Q. A. Q. A. A. Q. A.	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production. If you'll turn to Plaintiffs' Exhibit 5, Yes. Do you recognize Exhibit 5? This was the second — We'll take this in order. Do you recognize it Oh, yes, I do. Okay. And what is it? This is an email from Rob Elder giving us the control of the wells and the septic system.
22 Mr. Farley or Mr. Elder? 22 review? 23 A. When we viewed the property, I asked Mr 09 29:23 A. Well, they provided the repair orders, and on	:13 :14 :15 6 9 7 8 0 8 9 N :10 11 v :12 13 P :146 :146 :146 :146 :146 :146 :146 :146	A. Q. A. go togethishe had to the 1st Vay. Q. who was in A. property, realtor we Q. A. Q. A.	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so e stay, so I drove up by myself. I drove out and 2nd. I viewed the property on the 3rd of Okay. And when you drove up to the property, there? I went up — Patty Ellis took me up to the and when I was there, Mr. Farley and his re there. And who's his realtor? Who is the realtor? For Mr. Farley. Rob Elder, is it?	09:27:43 09:27:44 5 09:27:56 7 09:28:08 9 09:28:110 09:28:111 09:28:112 09:28:113 09:28:116 09:28:116 09:28:116	A. Q. that that w. A. attached Q. please. A. Q. A. Q. first? A. Q. A. confirmation	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production. If you'll turn to Plaintiffs' Exhibit 5, Yes. Do you recognize Exhibit 5? This was the second — We'll take this in order. Do you recognize it Oh, yes, I do. Okay. And what is it? This is an email from Rob Elder giving us tion on the wells and the septic system. Okay. And what's the date of the email?
22 Mr. Farley or Mr. Elder? 22 review? 23 A. When we viewed the property, I asked Mr 09 29:23 A. Well, they provided the repair orders, and on	114 115 6 9 7 8 8 0 9 N 110 11 w 142	A. Q. A. go togethe she had to on the 1st way. Q. who was the coroperty, realtor we Q. A. Q. A. Q. A. Q.	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so e stay, so I drove up by myself. I drove out and 2nd. I viewed the property on the 3rd of Okay. And when you drove up to the property, there? I went up - Patty Ellis took me up to the and when I was there, Mr. Farley and his re there. And who's his realtor? Who is the realtor? For Mr. Farley. Rob Elder, is it? Rob Elder?	09: 27: 43 09: 27: 44 5 09: 27: 56 7 09: 28: 08 9 09: 28: 110 09: 28: 110 09: 28: 110 09: 28: 110 09: 28: 110 09: 28: 110 09: 28: 110 09: 28: 110 09: 28: 110 09: 28: 110 09: 28: 110 09: 28: 110 09: 28: 110 09: 28: 110 09: 28: 110 09: 28: 110 09: 28: 110	A. Q. that that was A attached Q. please. A. Q. A. Q. first? A. Q. A. confirmation Q.	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production. If you'll turn to Plaintiffs' Exhibit 5, Yes. Do you recognize Exhibit 5? This was the second — We'll take this in order. Do you recognize it Oh, yes, I do. Okay. And what is it? This is an email from Rob Elder giving us tion on the wells and the septic system. Okay. And what's the date of the email?
	136 145 7 8 9 N 110 v 111 v 142 13 p 146 146 146 146 146 146	A. Q. A. go togethe she had to on the 1st vitay. Q. who was f A. property, realtor we Q. A. Q. A. Q. A.	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so o stay, so I drove up by myself. I drove out and 2nd. I viewed the property on the 3rd of Okay. And when you drove up to the property, there? I went up - Patty Ellis took me up to the and when I was there, Mr. Farley and his re there. And who's his realtor? Who is the realtor? For Mr. Farley. Rob Elder, is it? Rob Elder? Yes.	09:27:43 09:27:44 5 09:27:56 7 09:28:08 9 09:28:110 09:28:110 09:28:110 09:28:110 09:28:110 09:28:110 09:28:110 09:28:110 09:28:110 09:28:110	A. Q. that that was attached Q. please. A. Q. A. Q. first? A. Q. A. confirmat Q. A.	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production. If you'll turn to Plaintiffs' Exhibit 5, Yes. Do you recognize Exhibit 5? This was the second — We'll take this in order. Do you recognize it Oh, yes, I do. Okay. And what is it? This is an email from Rob Elder giving us ston on the wells and the septic system. Okay. And what's the date of the email? The date of the email is May 17th.
	13 14 15 6 9 8 N 11 14 17 18 18 18 18 18 18 18 18 18 18 18 18 18	A. Q. A. go togetheshe had to on the 1st vitay. Q. who was to a coroperty, realtor we Q. A.	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so o stay, so I drove up by myself. I drove out and 2nd. I viewed the property on the 3rd of Okay. And when you drove up to the property, there? I went up — Patty Ellis took me up to the and when I was there, Mr. Farley and his re there. And who's his realtor? Who is the realtor? For Mr. Farley. Rob Elder? Yes. And did you have any discussions with	09: 27: 43 09: 27: 44 5 09: 27: 56 7 09: 28: 88 9 09: 28: 110 09: 28: 120 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126	A. Q. that that was attached Q. please. A. Q. first? A. Q. A. confirmation Q. A. confirmation Q. A. Q. review?	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production. If you'll turn to Plaintiffs' Exhibit 5, Yes. Do you recognize Exhibit 5? This was the second — We'll take this in order. Do you recognize it Oh, yes, I do. Okay. And what is it? This is an email from Rob Elder giving us ston on the wells and the septic system. Okay. And what's the date of the email? The date of the email is May 17th.
	13 14 15 6 7 8 9 N 11 14 13 14 15 14	A. Q. A. go togethishe had to on the 1st Way. Q. who was in A. property, realtor we Q. A. Q. A. Q. A. Q. Mr. Farley	Okay. Who went to view the property? Well, my wife and I were originally going to er, but her mother got put in the hospital so e stay, so I drove up by myself. I drove out and 2nd. I viewed the property on the 3rd of Okay. And when you drove up to the property, there? I went up — Patty Ellis took me up to the and when I was there, Mr. Farley and his re there. And who's his realtor? Who is the realtor? For Mr. Farley. Rob Elder, is it? Rob Elder? Yes. And did you have any discussions with yor Mr. Elder?	09: 27: 43 09: 27: 44 5 09: 27: 56 7 09: 28: 88 9 09: 28: 110 09: 28: 120 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126 09: 28: 126	A. Q. that that was attached Q. please. A. Q. first? A. Q. A. confirmation Q. A. confirmation Q. A. Q. review?	That's correct. Okay. Did he indicate that those were yours, was going to be included in the transaction? Yes. He said that the system had two wells to it and that was the production. If you'll turn to Plaintiffs' Exhibit 5, Yes. Do you recognize Exhibit 5? This was the second — We'll take this in order. Do you recognize it Oh, yes, I do. Okay. And what is it? This is an email from Rob Elder giving us ston on the wells and the septic system. Okay. And what's the date of the email? The date of the email is May 17th. And what information was provided for you to

1			1			
1 -	upper wel	I and the lower well repairs?	29	1	hearsay. v	our Honor. Move to strike that answer.
29:12	Α.	That's correct.	0.0	32:0 2	,, ,	THE COURT: Sustained.
29:38	Q.	And was anything stated to you at this point		32:03		MR. SCHMIDT: Q. So did your first inspector
4		at the lower well and its water rights, that	95.	4	complete :	an inspection?
5		vas going to be withheld at closing?			A.	No, he did not.
	A.	No. The invoices showed that - you know,		32:15	Q.	Did you have to hire a second inspector?
29:46 7		ad asked for confirmation on the well system,		32:16	Q. A.	Yes. Patty Ellis called and told me what had
8			09	32:17		and she was going to have to find the second
1 .		verything was working property. And he		8	•••	
9	-	he invoices showing that the upper well and		9		hired a second company to do the inspections.
10		well both had new pumps put in it, and they		32:310	Q.	If you'll turn, please, to Exhibit 7.
11		working properly, and that the septic system		32:401	A.	Yes.
12		worked on recently within the last few years		32:462	Q.	Do you recognize that document?
13	•	umps put in it. There was nothing marked out		32:413	A	This was the home inspection agreement.
14		ndicate that any part of the systems wasn't	09	32:44	Q.	And did you enter into an agreement with the
15	• •	the house.		15		me inspector?
30:116		And did you have any discussions about water	09	:32: 516	A	Yes.
17		you recall?		:32: 5107	Q.	And he was the home inspector?
30:118	A	No. The listing had indicated the water	09	32:518	A	This was - it was called Top to Bottom Home
19	rights wen	t with the wells.		19	Inspection	
34:20	Q.	But in terms of the discussions with	09	33:20	Q.	And did the home inspector complete an
21	-	, at any point in time prior to closing, did		21	inspection	?
22	you have	any discussions with him about withholding	09	33:22	A	He completed it as far as he could.
23	water right	ts?	09	33:23	Q.	If you'll turn to Plaintiffs' Exhibit 8. What
30:24	A.	No. No, there was no discussion about		24	is Plaintiffs	s' Exhibit 8?
	-				***	
30:41	Q.	Did he mention anything about having changed	30	1	Bottom.	
2	water right	ts associated with the wells?	09	33:42	Q.	Did your home inspector inspect the well
30:53	A.	No.		3	systems?	
31:04	Q.	Did you have a physical inspection for the	09	33:4 4	A.	No, he did not.
5	property?		09	33:5 5	Q.	If you'll turn, please, to Exhibit No. 9.
3:16	A	I didn't walk the property lines, no.		34:06	A .	Yes.
3 :17	Q.	Okay.	09	34:07	Q.	What is Exhibit No. 9?
3 : 18	A	I observed the property from the yard where we	09	34:08	A.	Nine was a list of things that we asked to be
9	were - I w	as looking at the property.		9	repaired o	n the property before we went into a final
3 : 210	Q.	So we're going to talk about the boundaries in		10	contract o	n it.
11	iust a seco		09	34:1151	Q.	And who did you provide Exhibit 9 to?
31:212	A	Okay.		34:162		MR. BISSELL: Your Honor, we do not - before
3 :213	Q.	But I'm wondering about, like, did you hire a		13	I have tes	timony in this exhibit, it needs to get
14		nal inspector?		14		and we object to it. It's hearsay.
3: 3 65	A.	Oh, yes. We - I had to hire two.	U P	34:215	,	THE COURT: I think he's asking some
3 : 36	Q.	Okay. Tell me about the first inspector that	**	16	foundation	questions here.
17	ي. you hired.		nα	34:267		MR. BISSELL: Okay.
	you nireu.	Well, the first inspector was a gentleman that		34:218		THE COURT: Overruled. Go ahead.
		cted a home for us previously in 2018, so we -		34:49		THE WITNESS: It was submitted we sent it
3 :48	ner mehe	did all the arrangements for it. She called	<u> </u>	20	to our real	itor, who sent it to Mr. Farley's realtor.
3 : 18 19	Dath, Ellic					,
3 : 18 19 20	•	-		21	assuma M	r. Farley oot it.
19 20 21	him and h	ad him come out to the house. There appeared	50	21	assume M	tr. Farley got it. MR. SCHMIDT: Q. Okav. And in terms of – in
3 : 18 19 20 21 22	him and h to be som	-	09	34:22		MR. SCHMIDT: Q. Okay. And in terms of — in
31:48 19 20 21	him and h	ad him come out to the house. There appeared	<u>09</u>			MR. SCHMIDT: Q. Okay. And in terms of - in nese descriptions here, are those - did you

MR SCHMIDT: We would agree — if we can 2 admit Exhibit 24 and advorwledge on the record that 3 there are overlapping portions of Exhibit 24 in Exhibit 4 GG, and so we would agree to use Exhibit 24 and agree 5 that the dates indicated on GG are accurate. MR BISSELL: Idon't have an objection to 7 that. 9 So Exhibit 24, Idon't believe, has been admitted. 19 So Exhibit 24, Idon't believe, has been admitted. 19 MR BISSELL: No. 11 THE COURT: All right. Lef's go with that. 11 described incorporating the dates from GG. 11 July 19 MR BISSELL: No. 11 described incorporating the dates from GG. 12 July 19 MR BISSELL: No. 12 July 19 MR BISSELL: No. 13 described incorporating the dates from GG. 14 July 19 MR BISSELL: No. 15 A No Hard Court No. 16 MR BISSELL: No. 17 ECOURT: All right. Exhibit 24 will be 18 described incorporating the dates from GG. 19 described incorporating the dates from GG. 10 described incorporating the dates from GG. 10 described incorporating the dates from GG. 10 described incorporating the dates from GG. 11 described incorporating the dates from GG. 11 described incorporating the dates from GG. 12 described incorporating the dates from GG. 13 described incorporating the dates from GG. 14 described incorporating the dates from GG. 15 from the No walls? 16 (Prelatifitie' Exhibit 24 admitted.) 17 described incorporating the dates from GG. 18 the observable promote on the feet between the feet limited in the feet wall promote on the feet between the feet limited in the feet wall promote on the feet between the feet limited in the feet limited in the feet li							_
a dwiff Exhibit 24 and advonvelodge on the record that the street are overlapping profices of Exhibit 24 in Exhibit 3 and agree that the claises inclusted on GG are accurate. MR BISSELL: Idom't here are objection to 7 that. MR BISSELL: Idom't here are objection to 7 that. MR BISSELL: Idom't here are objection to 7 that. MR BISSELL: No. MR		MR SCHMIDT: We would garee if we c		.1	A	Correct	
3 there are overlepcing portions of Exhibit 24 in Exhibit 4 GG, and so we would agree to use Exhibit 24 and agree 5 that the dates indicated on GG are accurate, 51-15 MR BISSELL: I don't have an objection to 7 that. 9 So Exhibit 24, I don't believe, has been admitted. 19 So Exhibit 24, I don't believe, has been admitted. 19 So Exhibit 24, I don't believe, has been admitted. 19 So Exhibit 24, I don't believe, has been admitted. 10 Am R. BISSELL: No. 11 HE COURT: An you moving for admission? 12 I described incorporating the dates from GG. 13 described incorporating the dates from GG. 14 A Wes. Because ha't be dates from GG. 15 I described incorporating the dates from GG. 16 I described incorporating the dates from GG. 17 don'tited. 18 A RR BISSELL: No. 19 So Exhibit 24 offered.) 10 Am R. BISSELL: No. 11 described incorporating the dates from GG. 12 I don't be described incorporating the dates from GG. 13 I described incorporating the dates from GG. 14 I don't be described incorporating the dates from GG. 15 I described incorporating the dates from GG. 16 I don't be described incorporating the dates from GG. 17 don'tited. 18 A RR BISSELL: No. 19 described incorporating the dates from GG. 19 described incorporating the dates from GG. 19 don't be described incorporating the dates from GG. 10 described incorporating the dates from GG. 11 don't be described incorporating the dates from GG. 12 don't be described incorporating the dates from GG. 13 don't be described incorporating the dates from GG. 14 don't be described incorporating the dates from GG. 15 don't be described incorporating the dates from GG. 16 don't be described incorporating the dates from GG. 17 don't be described incorporating the dates from GG. 18 don't be described incorporating the dates from GG. 19 don't be described incorporating the dates from GG. 19 don't be described incorporating the dates from GG. 19 don'	1					******	
4 GG and so we would agree to use Erhibl 24 and agree 5 that the disse indicated on GG are accurate. MR BISSELL: I don't have an objection to 7 that. So Eshibit 24, I don't believe, has been admitted. MR BISSELL: No. THE COURT: All right. Lot's go with that. MR BISSELL: No. THE COURT: All right. Lot's go with that. MR BISSELL: No. THE COURT: All right. Lot's go with that. MR BISSELL: No. THE COURT: All right. Lot's go with that. MR BISSELL: No. THE COURT: All right. Eshibit 24 as a described incorporating the dates from GG. MR BISSELL: No. Calgorion. THE COURT: Mr and properties the dates from GG. MR BISSELL: No. Calgorion. THE COURT: All right. Eshibit 24 and right to be water. (Paintiffs Eshibit 24 offered.) MR BISSELL: No. Calgorion. THE COURT: All right. Eshibit 24 and right to be water. (Paintiffs Eshibit 24 offered.) MR BISSELL: No. December of the composition to dark Eshibit 24 as a display. (Paintiffs Eshibit 24 offered.) MR BISSELL: No. December of the composition to dark Eshibit 24 as a display. (Paintiffs Eshibit 24 offered.) MR BISSELL: No. December of the court of the composition to dark Eshibit 24 as a display. December of the court of the			02:01:				
that the dates indicated on GG are accurate. MR BISSELL: I don't have an objection to 7 that. THE COURT: All right. Let's go with thest. MR BISSELL: No. Mark Bissell: No. MR BISSELL: No. Mark Bissell: No. Mark Bissell: No. Objection. THE COURT: All right. Exhibit 24 and that be always and described incorporating the dates from GG. MR BISSELL: No. Objection. THE COURT: All right. Exhibit 24 will be 17 admitted. MR BISSELL: No. Objection. MR BI			_		•		
The COURT: All right. Let's go with thet. So Exhibit 2A, I don't believe, has been admitted. MR BISSELL: No. MR SISSELL: N				_	•		
7 that. 1 THE COURT: All right. Let's go with first. 9 So Exhibit 24, I don't believe, has been admitted. 1 MR BISSELL: No. 1 MR BISSELL: No. 1 MR SCHMIDT: Motion to admit Exhibit 24 are from GG. 1 MR BISSELL: No objection. 1 Add cescribed incorporating the dates from GG. 1 Add with respect to wests there in plural, was separated incorporating the dates from GG. 2 31.44 1 A Ves. Because ha's telling me to go down to the lower well pump house to near the breaker. 2 31.45 1 MR BISSELL: No objection. 2 MR BISSELL: No objec			i				
THE COURT: All right. Let's go with that. 9 So Exhibit 24, I don't believe, has been admitted. 9 MR BISSELL: No. 10 THE COURT: Are you moving for admission? 11 MR BISSELL: No. 12 July 4 A. Yes. Because ha's telling me to go down to the lower well pump house to restrict the breaker. 22 July 4 A. Yes. Because ha's telling me to go down to the lower well pump house to restrict the breaker. 22 July 4 A. No. I — water of good down to the lower well pump house to restrict the breaker. 23 July 4 A. No. I — water of good down to the lower well pump house to go down, the floats that the sum them on and off are set so the water should stop to coming in right about where the water right about where the water right about where the water right and infrastructure that you was here on this page? A No Clay, A Did water right and infrastructure that you was here on this page? A Pour. A Neary. A Pour. A Neary. A Pour. A Neary.		•	'	•			
So Schibit 24, I don't believe, has been admitted. MR BISSELL: No. MR SCHMIDT: Motion to admit Echibit 24 as less that THE COURT: Are you moving for admission? MR SCHMIDT: Motion to admit Echibit 24 as less that the lower well pump house to reset the breaker. MR BISSELL: No. objection. THE COURT: All right. Echibit 24 will be 17 admitted. MR BISSELL: No objection. THE COURT: All right. Echibit 24 will be 17 admitted. MR BISSELL: No objection. THE COURT: Go shead. (Plaintiffs Echibit 24 admitted.) MR SCHMIDT: Q. If you'll look to the July admitted. MR SCHMIDT: Q. If you'll look to the July admitted. MR SCHMIDT: Q. If you'll look to the July admitted. MR SCHMIDT: Q. If you'll look to the July admitted. MR SCHMIDT: Q. If you'll look to the July admitted. MR SCHMIDT: Q. If you'll look to the July admitted to their property and the self-shibit 4. MR SCHMIDT: Q. Sure. Look to GG. Their's fine. MR SCHMIDT: My apologies. Dock turned to Eribit 24 now? MR SCHMIDT: My apologies. A Nes. wes. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. Q. And turn to exhibit 24 now? MR SCHMIDT: My apologies. MR SCHMIDT: My apologies. MR SCHMIDT: My apologies. MR SCHMIDT: My apologies. MR S	_			_	_	•	
MR. BISSELL: No. MR. SCHMDT: Motion to admit Edhibit 24 as 12 the lower well pump house to reset the breaker. MR. SCHMDT: No objection. THE COURT: All right. Eshibit 24 did be 15 admitted.) MR. SCHMDT: Q. If you'll look to the July 21 2, 2019, text from MR. SCHMDT: Q. If you'll look to the July 22 2, 2019, text from MR. SCHMDT: Q. If you'll look to the July 21 2, 2019, text from MR. SCHMDT: Q. If you'll look to the July 21 2, 2019, text from MR. SCHMDT: MR. SCHMDT: Q. If you'll look to the July 21 2, 2019, text from MR. SCHMDT: MR. SCHMDT: Q. If you'll look to the July 21 2, 2019, text from MR. SCHMDT: MR. SCHMDT: MR. SCHMDT: Q. If you'll look to the July 21 2, 2019, text from MR. SCHMDT: MR. SCHMDT: MR. SCHMDT: MR. SCHMDT: MR. SCHMDT: MR. SCHMDT: MR. Schmidt? A No In wester a bothe water should stop common and off are set so the water should stop common and off are set so the water about stop common	l l		02:01:				
THE COURT: Are you moving for admission? MR. SCH-MIDT: Motion to admit Exhibit 24 as 13 described incorporating the dates from GG. MR. BISSELL: No objection. THE COURT: All right. Exhibit 24 will be 16 me admitted. MR. BISSELL: No objection. THE COURT: All right. Exhibit 24 will be 17 admitted. MR. SCH-MIDT: Q. If you'll look to the July 21 2, 2019, text from Mr. Farley to you, Kathy, that's 22 parley 24 Bates number. A So I'm on GG now, correct? I don't have the 24 other book. MR. SCH-MIDT: My applogies. MR. SCH-MIDT: My applogies. MR. SCH-MIDT: My applogies. A No. Brook turned to Exhibit 24 now? MR. SCH-MIDT: My applogies. A Yes. Because he's teiling me to go down to the look because there's not a date on more clothes and I he said if you need to go down, the floats that the three ment of grave the pole date promore clothes and I he said if you need to go down, the floats that the ment and far are sto oth the? A No. I – water – I washed some more clothes and I he said if you need to go down, the floats that the three thread, it asys, fif you run the sprinders to coming in right about where the white PVC valve is. On the three thread, it asys, if you nut the sprinders to the original three will pump it down quite a bit." And that's what I did when I washed my clothes. MR. Schmidt? A Diay. THE COURT: What happened to Plaintiffs' 22 parley 22 parley 3 parley 14 parley 15 parley 22 parley 3 parley 14 parley 15 parley 24 parley		• • • • • • • • • • • • • • • • • • • •			•	• •	
described incorporating the dates from GG. described incorporatin	5 : 460		1	10 f	from the tv		
13 described incorporating the dates from GG. 13.194 (Plaintiffs Exhibit 24 offered.) 13.195 (Plaintiffs Exhibit 24 soffered.) 13.196 (Plaintiffs Exhibit 24 soffered.) 13.197 (Plaintiffs Exhibit 24 soffered.) 13.198 (Plaintiffs Exhibit 24 soffered.) 13.199 (Plaintiffs Exhibit 24 soffered.) 14.190 (Plaintiffs Exhibit 24 soffered.) 15.199 (Plaintiffs Exhibit 24 soffered.) 16.199 (Plaintiffs Exhibit 24 soffered.) 17.201 (Plaintiffs Exhibit 24 soffered.) 18.199 (Plaintiffs Exhibit 24 soffered.) 19.201 (Plaintiffs Exhibit	5 8 : 4161		l l				
Plaintiffs Exhibit 24 offered.) 22 23 34 A No. - water - washed some more clothes and - he sald if you need to go down, the floats that turn them on and off are set so the water should stop coming in right about where the white PVC valve is. On 18 the other hand, "It says, "If you run the sprinkers to hold with purp lit down 20 cupte a but with purp lit down 20 cupte a but "And that"s what it did when I washed my 20 cupte a but "And that"s what it did when I washed my 20 cupte a but "And that"s what it did when I washed my 20 cupte a but "And that"s what it did when I washed my 20 cupte a but "And that"s what it did when I washed my 20 cupte a but "And that"s what it did when I washed my 20 cupte a but "And that"s what it did when I washed my 20 cupte a but "And that"s what it did when I washed my 20 cupte a but "And that"s what it did when I washed my 20 cupte a but "And that"s what it did when I washed my 20 cupte a but "And th	58:412	MR. SCHMIDT: Motion to admit Exhibit 24	as	12 t	he lower v	vell pump house to reset the breaker.	
MR BISSELL: No objection. THE COURT: All right. Exhibit 24 will be admitted. THE COURT: Go sheed. (Plaintiffs' Exhibit 24 admitted.) MR SCHMDT: Objection of the buly count of the public of the property and owned by the seler are included in the server. A Okay. THE COURT: What happened to Plaintiffs' 22 22 22 22 23 A Cokay. A No Firm on GG now, correct? I don't have the other book. MR SCHMDT: What happened to Plaintiffs' 22 22 22 23 A Cokay. A Yes. Q And iffyt. Do you have the original there, MR SCHMDT: My apologies. Q And um to exhibit – or the page Farley 224, Do please. Q And um to exhibit – or the page Farley 224, Delase. A I sent a message to Brian and said that the pump house is overflowed. The water is 1 to 2 inches to the process of the said o	13	described incorporating the dates from GG.	02 01:	<u>44</u> 3	Q.	Okay. And did you do that?	
THE COURT: All right. Edribit 24 admitted. THE COURT: Go ahead. THE COURT: What happened to Plaintiffs' the theat. THE COURT: What happened to Plaintiffs' theat. THE COURT: What happened to Plaintiffs' theat. THE COURT: What happened t	58:544	(Plaintiffs' Exhibit 24 offered.)	02 01:	44	A.	No. 1 - water - I washed some more clothes	
17 admitted. 18.138 (Plaintiffs' Exhibit 24 admitted.) 18 the other hand, "it says, "if you run the sprinklers to the other hand," it says, "if you run the sprinklers to the other hand," it says, "if you run the sprinklers to the other hand," it says, "if you run the sprinklers to the other hand," it says, "if you run the sprinklers to the other hand," it says, "if you run the sprinklers to the other hand," it says, "if you run the sprinklers to down quite a bit." And that's what I did when I washed my clothes. 22 Farley 224 Bates number. 23 Farley 224 Bates number. 24 other book. 25 Farley 224 Bates number. 26 O, Sure, Look to GG. That's fine. 27 Sure, Look to GG. That's fine. 28 Purchase and Sale Agreement, which is Exhibit 4. 29 Farley 224 A. Four. 29 Four hand, "it says, "if you run the sprinklers to down quite a bit." And that's what I did when I washed my clothes. 29 Farley 224 Bates number. 20 Purchase and Sale Agreement, which is Exhibit 4. 21 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is Exhibit 4. 23 Purchase and Sale Agreement, which is Exhibit 4. 24 Purchase and Sale Agreement, which is Exhibit 4. 25 Purchase and Sale Agreement, which is Exhibit 4. 26 Purchase and Sale Agreement, which is Exhibit 4. 27 Purchase and Sale Agreement, which is Exhibit 4. 28 Purchase and Sale Agreement, which is Exhibit 4. 29 Purchase and Sale Agreement, which is Exhibit 4. 20 Purchase and Sale Agreement, which is Exhibit 4. 21 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is behalf by cull turn to paragraph 7 of the sale Agreement, which is behalf and sale purchase. 29 Purchase and Sale Agreement, which is Exhibit 4. 20 Purchase and Sale Agreement, which is behalf and sale purchase. 22 Purchase and Sale Agreement, which is the other hand, "it says, "if you could review 4. 23 Purchase and Sale Agreement, which is the other hand, "it says, "if you could review 4. 24 Purchase and Sale Agreement, which is the o	5 8:585	MR. BISSELL: No objection.		15 8	and I – he	said if you need to go down, the floats that	
the other hand," it says, "if you run the sprinklers brinklers and mits specific or encurribered unless otherwise agreed to by the parties on 22.21.26 (Plaintiffs' Exhibit 24 admitted.) 18 the other hand," it says, "if you run the sprinklers only it says, "if you run the sprink down quite a bit. And that's what I did when I weshed my clothes. 22.22.22 C. And if you'll turn to paragraph 7 of the says, "if you run the says of the says only only it says, "if you run the sprink my did to the profit says and sating that will pump it down quite a bit. And that's what I did when I weshed my clothes. 22.22.22 C. And if you'll turn to paragraph 7 of the says and Sale Agreement, which is Exhibit 4. 23.22.22 C. And if you'll turn to paragraph 7 of the says and Sale Agreement, which is Exhibit 4. 24. That exactly "in at the says, "if you run the string that will pump it down down only only only only only only only onl	54:516	THE COURT: All right. Exhibit 24 will be		16 t	turn them	on and off are set so the water should stop	
THE COURT: Go ahead. MR SCHMIDT: Q. If you'll look to the July 21 2, 2019, text from Mr. Farley to you, Kathy, that's 22 Farley 224 Bates number. 23 A. So I'm on GG now, correct? I don't have the 24 other book. 25 25 G. Sure. Look to GG. That's fine. 26 other book. 27 Oz. Sure. Look to GG. That's fine. 28 other book. 29 oz. 25 G. Sure. Look to GG. That's fine. 29 oz. 25 G. Sure. Look to GG. That's fine. 21 paragraph 7, I want to ask you some questions about that. 21 paragraph 7, I want to ask you some questions about that. 22 paragraph 7, I want to ask you some questions about that. 23 paragraph 7, I want to ask you some questions about that. 24 others book? Do you have the original there, 25 oz. 26 G. All right. Do you have Ptaintiffs' exhibit book turned to Exhibit 24 now? 26 oz. All right. Do you have Ptaintiffs' exhibit book turned to Exhibit 24 now? 27 oz. 26 G. And turn to exhibit — or the page Farley 224, please. 28 Oz. And could you describe what your conversation was here on this page? 29 oz. 24 A. I sent a message to Brian and said that the purp house is overflowed. The water is 1 to 2 inches around the cement collar. Levels of water in the top. No water sounds. Have more loads of clothes around the cement collar. Levels of water in the top. No water sounds. Have more loads of clothes around the cement collar. Levels of water in the top. No water sounds. Have more loads of clothes around the cement collar. Levels of water in the top. No water sounds. Have more loads of clothes around the cement collar. Levels of water in the top. No water sounds. Have more loads of clothes around the cement collar. Levels of water in the top. No water sounds. Have more loads of clothes around the cement collar. Levels of water in the top. No water sounds. Have more loads of clothes around the cement collar. Levels of water in the top. No water sounds. Have more loads of clothes around the cement collars. Have more loads of clothes around the cement collars. Levels of water in the top. No water sounds. Have more loads	17	admitted.		17 0	coming in	right about where the white PVC valve is. On	
MR. SCHMIDT: Q. If you'll look to the July 2, 2019, text from Mr. Farley to you, Kathy, that's 25 Farley 224 Bates number. Farley 224 Bates number. A So I'm on GG now, correct? I don't have the other book. 24 other book. 25 July 25 A. So I'm on GG now, correct? I don't have the other book. 26 Q. Sure. Look to GG. That's fine. 27 Durchase and Sale Agreement, which is Exhibit 4. 28 Purchase and Sale Agreement, which is Exhibit 4. 29 July 26 A. Four. 20 July 27 A. Four. 20 July 27 A. Four. 21 Derivative a bit." And that's what did when I washed my clothes. 21 July 28 A. Four. 22 July 28 A. Four. 23 Purchase and Sale Agreement, which is Exhibit 4. 24 Four. 25 July 26 A. Four. 26 July 27 A. Four. 27 July 28 A. Four. 28 July 29 A. Four. 29 July 29 A. Four. 29 July 29 A. Four. 20 July 30 A. Four. 21 Derivative and Sale Agreement, which is Exhibit 4. 24 Four. 25 July 29 A. Four. 26 July 29 A. Four. 27 July 29 A. Four. 28 A. Four. 29 July 29 A. Four. 29 July 29 A. Four. 29 July 29 A. Four. 20 July 29 A. Four. 20 July 29 A. Four. 20 July 40 A. Okay. 20 July 40 A. Okay. 21 July 29 A. That - exactly what it states, that "any and all water rights, including, but not limited to, water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the property and owned by the seller are included in and part of the sale of this property and are not beased or encumbered unless otherwise agreed to by the parties to twester rights to the water rights and infrastructure that you were receiving. 21 July 30 A. Well 29 A. Well 29 July 29 July 2019, is on 222. July 29 A. That we were getting the water rights to the well water to the property that were conting into the cistern. 29 July 30 A. Well 29 A. Well 29 July 30 Jul	58:518	(Plaintiffs' Exhibit 24 admitted.)		18 t	he other h	and," it says, "if you run the sprinklers	
21 2, 2019, text from Mr. Farley to you, Kathy, that's 22 Farley 224 Bates number. 23 A. So I'm on GG now, correct? I don't have the 24 other book. 23;26 Q. Sure. Look to GG. That's fine. 21 02;22 A. Four. 24 Durchase and Sale Agreement, which is Exhibit 4. 25 22;26 A. Four. 26 Exhibit 4, yes. If you could review 194 1 paragraph 7, I want to ask you some questions about that. 27 Description of the second of the secon	59:010	THE COURT: Go ahead.		19 t	onight on	the regular setting that will pump it down	
21 2, 2019, text from Mr. Farley to you, Kathy, that's 22 Farley 224 Bates number. 23 A. So I'm on GG now, correct? I don't have the 24 other book. 25;26 Q. Sure. Look to GG. That's fine. 21 22;22 A. Four. 25;27 A. Four. 26;28 A. Four. 27 Purchase and Sale Agreement, which is Exhibit 4. 28 Purchase and Sale Agreement, which is Exhibit 4. 29 Purchase and Sale Agreement, which is Exhibit 4. 29 Purchase and Sale Agreement, which is Exhibit 4. 20 22;28 A. Four. 20 Exhibit 4, yes. If you could review 194 1 paragraph 7, I want to ask you some questions about that. 29 Purchase and Sale Agreement, which is Exhibit 4. 20 Purchase and Sale Agreement, which is Exhibit 4. 21 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is Exhibit 4. 23 Purchase and Sale Agreement, which is Exhibit 4. 24 Purchase and Sale Agreement, which is Exhibit 4. 25 Purchase and Sale Agreement, which is Exhibit 4. 26 Purchase and Sale Agreement, which is Exhibit 4. 27 Purchase and Sale Agreement, which is Exhibit 4. 28 Purchase and Sale Agreement, which is Exhibit 4. 29 Purchase and Sale Agreement, which is Exhibit 4. 20 Purchase and Sale Agreement, which is Exhibit 4. 20 Purchase and Sale Agreement, which is Exhibit 4. 21 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is Exhibit 4. 22 Purchase and Sale Agreement, which is Exhibit 4. 24 Purchase and Sale Agreement, which is Exhibit 4. 24 Purchase and Sale Ag	59:20	MR. SCHMIDT: Q. If you'll look to the July	y	20 c	quite a bit.	And that's what I did when I washed my	
22 Farley 224 Bates number. 23 A So I'm on GG now, correct? I don't have the other book. 24 other book. 25 26 C. Sure. Look to GG. That's fine. 26 20 22 26 A. Four. 27 20 22 26 A. Four. 28 20 22 26 A. Four. 29 20 22 26 A. Four. 29 20 22 26 A. Four. 20 20 22 26 C. Exhibit 4, yes. If you could review 194 1 paragraph 7, I want to ask you some questions about that. 29 20 20 22 3 A. Okay. 3 exhibits book? Do you have the original there, 4 Mr. Schmidt? 29 20 20 20 20 20 A. Okay. 4 Mr. Schmidt? 29 20 20 20 20 A. Okay. 5 MR. SCHMIDT: My apologies. 6 MR. SCHMIDT: My apologies. 7 book turned to Exhibit 24 now? 8 A. Yes. 9 on 169 Q. And turn to exhibit — or the page Farley 224, please. 9 10 please. 9 A. Okay. 10 please. 10 please. 11 to the property and owned by the seller are included in and part of the sale of this property and are not leased or encumbered unless otherwise agreed to by the parties to twe sch. 10 pump house is overflowed. The water is 1 to 2 inches around the cement colar. Levels of water in the respect to the water rights and infrastructure that you wash. 10 Q. O. Okay. How long after closing was this? 10 Q. O. Okay. How long after closing was this? 10 Q. O. Okay. How long after closing was this? 10 Q. O. Okay. How long after closing was this? 10 Q. That we were getting the water rights to the were registing the water rights to the recoming into the cistern when you	1	2, 2019, text from Mr. Farley to you, Kathy, that's		21 (clothes.	· · · · · · · · · · · · · · · · · · ·	
23 Purchase and Sale Agreement, which is Exhibit 4. 24 other book. 25 Q. Sure. Look to GG. That's fine. 26 Q. Sure. Look to GG. That's fine. 27 Purchase and Sale Agreement, which is Exhibit 4. 28 Purchase and Sale Agreement, which is Exhibit 4. 29 Q. 20 22 4 A. Four. 29 Q. 20 22 5 Q. Exhibit 4, yes. If you could review 194 1 paragraph 7, I want to ask you some questions about that. 29 Q. 20 22 4 A. Four. 20 Q. Street Look to GG. That's fine. 21 paragraph 7, I want to ask you some questions about that. 22 paragraph 7, I want to ask you some questions about that. 23 A. Okay. 24 Okay. 25 Q. What did you interpret this paragraph to mean with respect to the private well system that was mentioned in the listing and disclosure? 25 A. That – exactly what it states, that "any and all water rights, including, but not limited to, water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtment to the property and owned by the seller are included in and part of the sale of this property and are not leased or encumbered unless otherwise agreed to by the parties to the water rights and infrastructure that you were receiving? 26 Q. Okay. How long after closing was this? 27 page or the page before. Maybe – Juty 2nd, 2019, is on 222. I don't see any date on 223.	22		02:02:	22	Q.	And if you'll turn to paragraph 7 of the	
24 other book. Q. Sure. Look to GG. That's fine. 194 194 A. Okay. THE COURT: What happened to Plaintiffs' 2 that. 3 exhibits book? Do you have the original there, 4 Mr. Schmidt? Q. All right. Do you have Plaintiffs' exhibit book turned to Exhibit 24 now? A. Yes. Q. And turn to exhibit – or the page Farley 224, please. Q. And ould you describe what your conversation was here on this page? A. I sent a message to Brian and said that the pump house is overflowed. The water is 1 to 2 inches around the cement collar. Levels of water in the reservoir is – should be "rer" – couple inches from the top. No water sounds. Have more loads of clothes to wash. Q. Okay. How long after closing was this? Q. And what? A. We – yes. Q. And what? A. That we were getting the water rights to the wells that were supplying water to the property that were coming into the cistern. Q. And where they coming into the cistern when you	59:23	•			Purchase :	and Sale Agreement, which is Exhibit 4.	
194 194 1 peragraph 7, I want to ask you some questions about that. 194 1 peragraph 7, I want to ask you some questions about that. 2 that respect to the private well system that was mentioned in the listing and disclosure? 3 exhibits book? Do you have Plaintiffs' exhibit 4 Mr. Schmidt? 5 MR. Schmidt? 5 MR. Schmidt? 6 MR. Schmidt? 7 Do you have Plaintiffs' exhibit 8 Do you have Plaintiffs' exhibit 9 Do you have Plaintiffs' exhibit 9 Do you have Plaintiffs' exhibit 10 please. 10 please. 10 please. 10 please. 10 please. 11 Do you have Plaintiffs' exhibit 12 peragraph 7, I want to ask you some questions about that. 13 A. Okay. 14 A. That – exactly what it states, that "any and all water rights, including, but not limited to, water sounds. Have more loads of clothes diches, dich rights, and the like, if any, appurtenant to the property and owned by the seller are included in and part of the sale of this property and are not leased or encumbered unless otherwise agreed to by the perties in writing." 10 please. 11 peragraph 7, I want to ask you some questions about that. 12 that. 13 A. Okay. 14 A. That – exactly what it states, that "any and all water rights, including, but not limited to, water sounds all water rights, springs, lakes, streams, ponds, rivers, obtiches, dich rights, and the like, if any, appurtenant to the property and owned by the seller are included in and part of the sale of this property and are not leased or encumbered unless otherwise agreed to by the perties in writing." 12 Did that lead you to believe anything with respect to the water rights and infrastructure that you were receiving? 14 A. I have to look because there's not a date on my page or the page before. Maybe – July 2nd, 2019, is on 222. I don't see any date on 223. 15 Do you have the original the cereany have to the property that were coming into the cistem when you	I .	·				_	
THE COURT: What happened to Plaintiffs' exhibits book? Do you have the original there, Mr. Schmid? A. Okay. A. Mr. Schmid? MR. SCHMIDT: My apologies. O. All right. Do you have Plaintiffs' exhibit book turned to Exhibit 24 now? A. Yes. O. And turn to exhibit – or the page Farley 224, please. O. And could you describe what your conversation was here on this page? A. I sent a message to Brian and said that the pump house is overflowed. The water is 1 to 2 inches around the cement collar. Levels of water in the reservoir is – should be "are" – couple inches from the top. No water sounds. Have more loads of clothes to wash. O. Cay. O. Okay. How long after closing was this? A. I have to look because there's not a date on my page or the page before. Maybe – July 2nd, 2019, is on 222. I don't see any date on 223.	. 25	O Sure Look to GG That's fine			0	Exhibit 4 yes If you could review	
a exhibits book? Do you have the original there, 4 Mr. Schmidt? NR. SCHMIDT: My apologies. Q. All right. Do you have Plaintiffs' exhibit book turned to Exhibit 24 now? A. Yes. Q. And turn to exhibit – or the page Farley 224, please. Q. And could you describe what your conversation 3 and part of the sale of this property and are not leased or encumbered unless otherwise agreed to by the parties 10 yes. A. I sent a message to Brian and sald that the pump house is overflowed. The water is 1 to 2 inches around the cement collar. Levels of water in the reservoir is – should be "are" – couple inches from 18 the top. No water sounds. Have more loads of clothes 19 to wash. Q. Okay. How long after closing was this? A. I have to look because there's not a date on my page or the page before. Maybe – July 2nd, 2019, is 20 202:253 A. Okay. Q. What did you interpret this paragraph to mean with respect to the private well system that was mentioned in the listing and disclosure? A. That – exactly what it states, that "any and all water rights, including, but not limited to, water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the property and owned by the seller are included in and part of the sale of this property and are not leased or encumbered unless otherwise agreed to by the parties In writing. Q. Did that lead you to believe anything with reservoir is – should be "are" – couple inches from 17 were receiving? A. We – yes. Q. And what? A. We – yes. Q. And were they coming into the cistem when you		•		_	-	7, I want to ask you some questions about	
4 Mr. Schmidt? MR. SCHMIDT: My apologies. Q. All right. Do you have Plaintiffs' exhibit book turned to Exhibit 24 now? A Yes. Q. And turn to exhibit – or the page Farley 224, please. Q. And could you describe what your conversation was here on this page? A I sent a message to Brian and said that the pump house is overflowed. The water is 1 to 2 inches around the cement collar. Levels of water in the reservoir is – should be "are" – couple inches from the top. No water sounds. Have more loads of clothes to wash. Q. Okay. How long after closing was this? Q. Okay. How long after closing was this? A I have to look because there's not a date on my page or the page before. Maybe – July 2nd, 2019, is on 222. I don't see any date on 223. Q. And were they coming into the cistern when you		••	E.			_	
MR. SCHMIDT: My apologies. Q. All right. Do you have Plaintiffs' exhibit book turned to Exhibit 24 now? A. Yes. Q. And turn to exhibit — or the page Farley 224, 10 please. Q. And could you describe what your conversation 13 was here on this page? Q. And could you describe what your conversation 13 was here on this page? Q. And sement collar. Levels of water in the 16 around the cement collar. Levels of water in the 17 reservoir is — should be "are" — couple inches from 18 the top. No water sounds. Have more loads of clothes 19 to wash. Q. Okay. How long after closing was this? Q. And ware they coming into the cistern when you	3	•	02:02:	530		=;	
20 106 Q. All right. Do you have Plaintiffs' exhibit 7 book turned to Exhibit 24 now? 20 108 A. Yes. 20 109 Q. And turn to exhibit — or the page Farley 224, 20 110 please. 20 111 A. Okay. 20 112 Q. And could you describe what your conversation 21 was here on this page? 21 a. I sent a message to Brian and said that the 22 pump house is overflowed. The water is 1 to 2 inches 23 to wash. 24 A. I sent a message to Brian and said that the 25 pump house is overflowed. Have more loads of clothes 26 pump house is overflowed. Have more loads of clothes 27 pump house is overflowed. Have more loads of clothes 28 pump house is overflowed. The water in the 29 pump house is overflowed. The water in the 20 pump house is overflowed. The water in the 20 pump house is overflowed. The water in the 21 pump house is overflowed. The water in the 22 pump house is overflowed. The water in the 23 pump house is overflowed. The water in the 29 pump house is overflowed. The water in the 20 pump house is overflowed. The water in the 21 pump house is overflowed. The water in the 22 pump house is overflowed. The water in the 23 pump house is overflowed. The water in the 24 pump house is overflowed. The water in the 25 pump house is overflowed. The water in the 26 pump house is overflowed. The water in the 27 pump house is overflowed. The water in the 28 pump house is overflowed. The water in the 29 pump house is overflowed. The water in the 29 pump house is overflowed. The water in the 20 pump house is overflowed. The water in the 20 pump house is overflowed. The water in the 20 pump house is overflowed. The water in the 20 pump house is overflowed. The water in the 20 pump house is overflowed. The water in the 20 pump house is overflowed. The water in the 20 pump house is overflowed. The water in the 21 pump house is overflowed. The water in the 22 pump house is overflowed. The water in the water in the water rights and infrastructure that you were receiving? 29 pump house is overflowed. The water in the water rights to the water rights to	4		02 02:				
7 book turned to Exhibit 24 now? 90 108 A Yes. 90 109 Q. And turn to exhibit — or the page Farley 224, 10 please. 10 please. 10 please. 10 please. 10 Q. And could you describe what your conversation 13 was here on this page? 14 A. I sent a message to Brian and said that the 15 pump house is overflowed. The water is 1 to 2 inches 16 around the cement collar. Levels of water in the 17 reservoir is — should be "are" — couple inches from 18 the top. No water sounds. Have more loads of clothes 19 to wash. 10 Q. Okay. How long after closing was this? 20 Q. Okay. How long after closing was this? 21 Dai: 23 Dai: 23 Dai: 23 Dai: 23 Dai: 23 Dai: 23 Dai: 24 Dai: 24 Were coming into the cistern when you are circle an	59:45	MR. SCHMIDT: My apologies.					
A Yes. Q And turn to exhibit — or the page Farley 224, 10 please. 10 please. 10 please. 11 to the property and owned by the seller are included in and part of the sale of this property and are not leased or encumbered unless otherwise agreed to by the parties in writing." 15 pump house is overflowed. The water in the around the cement collar. Levels of water in the reservoir is — should be "are" — couple inches from the top. No water sounds. Have more loads of clothes to wash. 10 please. 11 to the property and owned by the seller are included in and part of the sale of this property and are not leased or encumbered unless otherwise agreed to by the parties in writing." 12 pump house is overflowed. The water in the reservoir is — should be "are" — couple inches from 17 were receiving? 18 the top. No water sounds. Have more loads of clothes 19 plants. 19 Q. Okay. How long after closing was this? 20 Q. Okay. How long after closing was this? 21 Q. Did that lead you to believe anything with respect to the water rights and infrastructure that you were receiving? 22 Q. And what? 23 Q. And what? 24 We — yes. 25 Q. And what? 26 Q. And were they coming into the cistern when you were coming into the cistern when you are coming into the cistern when you were c	00:06	 Q. All right. Do you have Plaintiffs' exhibit 		6 r	mentioned		
Q. And turn to exhibit – or the page Farley 224, 10 please. 10 please. 11 to the property and owned by the seller are included in to the property and owned by the seller are included in and part of the sale of this property and are not leased or encumbered unless otherwise agreed to by the parties in writing." 12 pump house is overflowed. The water is 1 to 2 inches around the cement collar. Levels of water in the reservoir is – should be "are" – couple inches from the top. No water sounds. Have more loads of clothes to wash. 10 ditches, ditch rights, and the like, if any, appurtenant to the property and owned by the seller are included in and part of the sale of this property and are not leased or encumbered unless otherwise agreed to by the parties in writing." 12 pump house is overflowed. The water is 1 to 2 inches in writing. 13 pump house is overflowed. The water is 1 to 2 inches in writing. 14 In writing. 15 pump house is overflowed. The water in the respect to the water rights and infrastructure that you were receiving? 18 the top. No water sounds. Have more loads of clothes to wash. 19 page or the page before. Maybe – July 2nd, 2019, is on 222. I don't see any date on 223. 20 page or the page before. Maybe – July 2nd, 2019, is on 222. I don't see any date on 223. 21 page or the page before. Maybe – July 2nd, 2019, is on 222. I don't see any date on 223. 22 page or the page before. Maybe – July 2nd, 2019, is on 222. I don't see any date on 223.	7	book turned to Exhibit 24 now?	02 03:	07	A.	That - exactly what it states, that "any and	
10 please. 11 ditches, ditch rights, and the like, if any, appurtenant 12 and part of the sale of this property and are not leased 13 was here on this page? 14 A. I sent a message to Brian and said that the 15 pump house is overflowed. The water is 1 to 2 inches 16 around the cement collar. Levels of water in the 17 reservoir is should be "are" couple inches from 18 the top. No water sounds. Have more loads of clothes 19 to wash. 10 ditches, ditch rights, and the like, if any, appurtenant 11 to the property and owned by the seller are included in 12 and part of the sale of this property and are not leased 13 or encumbered unless otherwise agreed to by the parties 14 in writing." 15 Q. Did that lead you to believe anything with 16 respect to the water rights and infrastructure that you 17 were receiving? 18 A. We - yes. 19 Q. Okay. How long after closing was this? 20 Q. Okay. How long after closing was this? 21 A. I have to look because there's not a date on 22 my page or the page before. Maybe - July 2nd, 2019, is 23 on 222. I don't see any date on 223. 20 And were they coming into the cistem when you	00:08	A. Yes.		8 8	all water ri	ghts, including, but not limited to, water	
A. Okay. Q. And could you describe what your conversation 13 was here on this page? 14 A. I sent a message to Brian and said that the 15 pump house is overflowed. The water is 1 to 2 inches 16 around the cement collar. Levels of water in the 17 reservoir is – should be "are" – couple inches from 18 the top. No water sounds. Have more loads of clothes 19 to wash. 10 Q. Okay. How long after closing was this? 20 Q. Okay. How long after closing was this? 21 my page or the page before. Maybe – July 2nd, 2019, is 22 on 222. I don't see any date on 223. 23 on 222. I don't see any date on 223.	00:09	 Q. And turn to exhibit – or the page Farley 224 	,	9 8	systems, v	vells, springs, lakes, streams, ponds, rivers,	
Q. And could you describe what your conversation 13 was here on this page? 14 A. I sent a message to Brian and said that the 15 pump house is overflowed. The water is 1 to 2 inches 16 around the cement collar. Levels of water in the 17 reservoir is should be "are" couple inches from 18 the top. No water sounds. Have more loads of clothes 19 to wash. 10 Q. Okay. How long after closing was this? 20 Q. Okay. How long after closing was this? 21 and part of the sale of this property and are not leased 22 03:345 23 0. Did that lead you to believe anything with 24 reservoir is should be "are" couple inches from 25 03:348 26 0. And what? 27 03:349 28 0. And what? 29 03:349 20 0. And what? 20 0. And what? 21 A. I have to look because there's not a date on 21 were receiving? 22 0. And what? 23 on 222. I don't see any date on 223. 24 0. And were they coming into the cistern when you	10	please.		10	ditches, di	ch rights, and the like, if any, appurtenant	
was here on this page? 13 or encumbered unless otherwise agreed to by the parties 14 In writing." 15 pump house is overflowed. The water is 1 to 2 inches 16 around the cement collar. Levels of water in the 17 reservoir is should be "are" couple inches from 18 the top. No water sounds. Have more loads of clothes 19 to wash. 10 Q. Okay. How long after closing was this? 10 Q. Okay. How long after closing was this? 11 A. I have to look because there's not a date on 12 my page or the page before. Maybe July 2nd, 2019, is 23 on 222. I don't see any date on 223.	00:111	A. Okay.		11 t	to the prop	erty and owned by the seller are included in	
was here on this page? A. I sent a message to Brian and said that the pump house is overflowed. The water is 1 to 2 inches around the cement collar. Levels of water in the reservoir is should be "are" couple inches from the top. No water sounds. Have more loads of clothes to wash. Q. Okay. How long after closing was this? A. I have to look because there's not a date on my page or the page before. Maybe July 2nd, 2019, is on 222. I don't see any date on 223.	00:142	Q. And could you describe what your conversa	ition	12 8	and part of	the sale of this property and are not leased	
pump house is overflowed. The water is 1 to 2 inches 16 around the cement collar. Levels of water in the 17 reservoir is should be "are" couple inches from 18 the top. No water sounds. Have more loads of clothes 19 to wash. 10 Q. Did that lead you to believe anything with 16 respect to the water rights and infrastructure that you 17 were receiving? 18 A. We yes. 19 Q. And what? 20 Q. Okay. How long after closing was this? 21 A. I have to look because there's not a date on 22 my page or the page before. Maybe July 2nd, 2019, is 23 on 222. I don't see any date on 223. 20 Did that lead you to believe anything with 16 respect to the water rights and infrastructure that you 21 were receiving? 22 03:49 Q. And what? 23 02 03:20 A. That we were getting the water rights to the 24 wells that were supplying water to the property that 25 were coming into the cistem. 26 03:23 Q. And were they coming into the cistem when you	13	was here on this page?		13 (or encumb	ered unless otherwise agreed to by the parties	
pump house is overflowed. The water is 1 to 2 inches 16 around the cement collar. Levels of water in the 17 reservoir is should be "are" couple inches from 18 the top. No water sounds. Have more loads of clothes 19 to wash. 10 Q. Okay. How long after closing was this? 10 Q. Okay. How long after closing was this? 11 A. I have to look because there's not a date on 12 my page or the page before. Maybe July 2nd, 2019, is 21 on 222. I don't see any date on 223. 22 on 23: 45 Q. Did that lead you to believe anything with 16 respect to the water rights and infrastructure that you 17 were receiving? Q. And what? Q. And what? Q. And what? A. I have to look because there's not a date on 21 wells that were supplying water to the property that 22 were coming into the cistem. 23 on 222. I don't see any date on 223.		A. I sent a message to Brian and said that the		14 i	in writing.'		
around the cement collar. Levels of water in the reservoir is should be "are" couple inches from the top. No water sounds. Have more loads of clothes to wash. Oc. 20 O. Okay. How long after closing was this? A. I have to look because there's not a date on my page or the page before. Maybe July 2nd, 2019, is on 222. I don't see any date on 223. 16 respect to the water rights and infrastructure that you were receiving? A. We yes. Oc. 03: 49 Oc. 04 Oc. 04 Oc. 05 Oc.		pump house is overflowed. The water is 1 to 2 inches	02:03:	\$ 15	Q.	Did that lead you to believe anything with	
17 reservoir is should be "are" couple inches from 18 the top. No water sounds. Have more loads of clothes 19 to wash. 20 Q. Okay. How long after closing was this? 21 A. I have to look because there's not a date on 22 my page or the page before. Maybe July 2nd, 2019, is 23 on 222. I don't see any date on 223. 17 were receiving? A. We yes. 20 03: 49 Q. And what? A. That we were getting the water rights to the wells that were supplying water to the property that 22 were coming into the cistern. 23 On 222. I don't see any date on 223.		•			respect to	the water rights and infrastructure that you	
the top. No water sounds. Have more loads of clothes to wash. Oc. 20 O. Okay. How long after closing was this? A. I have to look because there's not a date on my page or the page before. Maybe – July 2nd, 2019, is on 222. I don't see any date on 223. Oc. 03:48 Oc. 03:49 Oc. And what? A. That we were getting the water rights to the wells that were supplying water to the property that were coming into the cistem. Oc. 03:49 Oc. And what? Oc. 04 Oc. 04 Oc. 04 Oc. 05		reservoir is - should be "are" - couple inches from		17 v	were recei	ving?	
19 to wash. Oc. 20 Q. Okay. How long after closing was this? A. I have to look because there's not a date on 22 my page or the page before. Maybe – July 2nd, 2019, is 23 on 222. I don't see any date on 223. Q. And what? A. That we were getting the water rights to the wells that were supplying water to the property that were coming into the cistem. Q. And what? A. That we were getting the water rights to the water wat	1	·	02:03:		_	<u> </u>	
Q. Okay. How long after closing was this? A. I have to look because there's not a date on 22 my page or the page before. Maybe – July 2nd, 2019, is 23 on 222. I don't see any date on 223. A. That we were getting the water rights to the water					_	· .	
A. I have to look because there's not a date on 22 my page or the page before. Maybe – July 2nd, 2019, is 23 on 222. I don't see any date on 223. 24 wells that were supplying water to the property that 25 were coming into the cistem. 26 Q. And were they coming into the cistem when you					_		
22 my page or the page before. Maybe - July 2nd, 2019, is 23 on 222. I don't see any date on 223. 22 were coming into the cistem. 23 on 222. I don't see any date on 223. 24 were coming into the cistem. 25 Q. And were they coming into the cistem when you	1						
23 on 222. I don't see any date on 223.						* * * *	
					_		
:01:224 Q. SO Was this in the summer of 2013 after you 24 closed on the property?	- 1	-	1				
25 closed? 02:03:25 A. Yes.						• • •	

			40-			
3:51	Q.	And is there anything else that led you to	197	1	the upper	well and the lower well as part of our system.
2	believe th	at you were receiving the water rights to the	02	07:12	Q.	If you'll turn to Exhibit 6, please.
3	two wells?		02	07:38	A	Okay.
:14	A.	There was no disclosure that we weren't and so	02	07:3	Q.	Do you recognize Exhibit 6?
5	we assum	ed that we were.	02	07:3 5	A	Yes.
: 26	Q.	Did Mr. Farley ever notify you that just a few	02	07:36	Q.	And what is that?
7	months ea	rlier he had filed an amended water right	02	07:3 7	A.	It is - it's the - I think it's called like
8	associate	d with the lower well?		8	the owner	s policy. It's something where you receive
: 3 9	A.	No.		9	from First	American Title after we placed our offer and
<u>: 110</u>	Q.	If he had disclosed that to you, would that		10	we had fiv	e days to review it.
11	have mad	e a difference?	02	07 : 4161	Q.	And did you object to anything on the title
: 462	A.	Yes.		12	during the	se – that period of time?
<u>: 413</u>	Q.	Why would that have made a difference?	02	07: 513	A.	Yes and no. There were some things that were
: 44	A.	Because we wanted to have the water rights		14	on here th	at needed to be removed and there was also -
15	associate	with the property so we had control of the -		15	we were e	xpecting something about boundary line
16	it's like ha	ving a shared well. If you don't have the		16	adjustmer	its on here. The items 21 and 22 weren't
17	water righ	ts, you don't have the control of who's going		17	related to	anything that we needed to be aware of or
18	to use the	water and how much they're going to use and		18	included i	n, but we needed to have a thing on property
19	when they	re going to stop.		19	boundary	adjustment that he had made.
.20	Q.	And that word appurtenant to the property and	02:	08:20	Q.	And so with respect to items 21 and 22, you're
21	owned by	seller, what did that mean to you?		21	referring t	o the deeds of trust?
. 22	A	To me appurtenant means a part of, so it's	02:	08:22	A.	Correct, on Gideon 001211.
23	like some	hing that's connected to, that's connected to,	02	08:23	Q.	And who was the grantor of those deeds of
24	that's con	nected to. It's just		24	trust?	
<u>. 2</u> 5	Q.	And was the lower well connected to the water	02	08:225	A	Brian and Pamela Farley, husband and wife for
			198			
1						
•	system, tr	e private water system?		1	both of th	em.
_	system, tr	e private water system? Yes.		1 08:4 2	both of the	em. It says Pamela Farley. Are you strike
:22				•	_	
:22	A	Yes.	02	08:42	Q.	
:2 2 :3 3 :3 4	A . Q.	Yes. If you'll turn to Exhibit 5, please.	02	08:42	Q. that.	It says Pamela Farley. Are you strike
:22 :33 :34 :35	A . Q. A .	Yes. If you'll turn to Exhibit 5, please. Yeah.	02 02	08:4 2 3	Q. that.	It says Pamela Farley. Are you - strike And at some point in time, as Mr. Gideon
:22 :33 :34 :45 :46	A. Q. A. Q.	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document?	02 02 02	08:4 2 3 09:0 4 5	Q. that. testified, a	It says Pamela Farley. Are you - strike And at some point in time, as Mr. Gideon a physical inspection was performed?
:22 :33 :34 :45 :46	A. Q. A. Q. A.	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do.	02 02 02	08:4 2 3 09:0 4 5 09:0 6	Q. that. testified, a	It says Pamela Farley. Are you - strike And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband
:22 :33 :34 :45 :46	A. Q. A. Q. A.	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent?	02 02 02 02	08:42 3 09:04 5 09:06	Q. that. testified, a A. Q.	It says Pamela Farley. Are you - strike And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband
:22 :33 :34 :45 :46 :47	A. Q. A. Q. A. Q. A. and septic	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent? Art had inquired about the upkeep of the well	02 02 02 02	08:42 3 09:04 5 09:06 09:17 8	Q. that. testified, a A. Q. testified to A.	It says Pamela Farley. Are you – strike And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband
:22 :33 :34 :45 :46 :47 :58	A. Q. A. Q. A. Q. A. and septic contacted	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent? Art had inquired about the upkeep of the well system, and Patty was our realtor, had	02 02 02 02	08:42 3 09:04 5 09:06 09:17 8	Q. that. testified, a A. Q. testified to A. we were to	It says Pamela Farley. Are you — strike And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband o? No. My morn was hospitalized on the day before
:22 :33 :34 :45 :46 :47 :58	A. Q. A. Q. A. and septic contacted the improv	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent? Art had inquired about the upkeep of the well system, and Patty was our realtor, had Rob and Rob, in turn, sent the invoices for	02 02 02 02	08:42 3 09:04 5 09:06 09:17 8 09:29	Q. that. testified, a A. Q. testified to A. we were to failing, an	It says Pamela Farley. Are you — strike And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband of? No. My mom was hospitalized on the day before believe and I had — they told me that she was
:22 :33 :34 :45 :46 :46 :58 9	A. Q. A. Q. A. and septic contacted the improved and s	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent? Art had inquired about the upkeep of the well system, and Patty was our realtor, had Rob and Rob, in turn, sent the invoices for rements and investments Brian had made in the	02: 02: 02: 02:	08:42 3 09:04 5 09:06 09:17 8 09:29 10	Q. that. testified, a A. Q. testified to A. we were to failing, an	It says Pamela Farley. Are you — strike And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband by? No. My morn was hospitalized on the day before to leave and I had — they told me that she was all needed to find hospice care, and so that
:22 :33 :34 :45 :46 :47 :58 9 10 11 12 13	A. Q. A. Q. A. and septic contacted the improved and s	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent? Art had inquired about the upkeep of the well system, and Patty was our realtor, had Rob and Rob, in turn, sent the invoices for rements and investments Brian had made in the eptic system recently, and then Patty got them	02: 02: 02: 02:	08:42 3 09:04 5 09:06 09:17 8 09:29 10 11 12	Q. that. testified, a A. Q. testified to A. we were to failing, and was to me	And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband o? No. My more was hospitalized on the day before a leave and I had — they told me that she was all needed to find hospice care, and so that a more important than looking at a house. If you'll turn to Exhibit 9, please. What is
:22 :33 :34 :45 :46 :47 :58 9 10 11 12 13	A. Q. A. Q. A. and septic contacted the improvell and sand emails Q.	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent? Art had inquired about the upkeep of the well system, and Patty was our realtor, had Rob and Rob, in turn, sent the involces for rements and investments Brian had made in the eptic system recently, and then Patty got them ad them to us and we reviewed them.	02: 02: 02: 02:	08:42 3 09:04 5 09:06 09:17 8 09:29 10 11 12 09:463	Q. that. testified, a A. Q. testified to A. we were to failing, an was to me	And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband o? No. My more was hospitalized on the day before a leave and I had — they told me that she was all needed to find hospice care, and so that a more important than looking at a house. If you'll turn to Exhibit 9, please. What is
128 128 126 145 146 16 17 18 19 10 11 12 13 144	A. Q. A. Q. A. and septic contacted the improvell and sand emails Q.	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent? Art had inquired about the upkeep of the well system, and Patty was our realtor, had Rob and Rob, in turn, sent the invoices for rements and investments Brian had made in the eptic system recently, and then Patty got them ed them to us and we reviewed them. Was there anything about the well records that believe you were getting an interest in the	02: 02: 02: 02:	08:42 3 09:04 5 09:06 09:17 8 09:29 10 11 12 09:463	Q. that. testified, a A. Q. testified to A. we were to failing, an was to me Q. Exhibit 97	It says Pamela Farley. Are you — strike And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband o? No. My mom was hospitalized on the day before a leave and I had — they told me that she was at I needed to find hospice care, and so that a more important than looking at a house. If you'll turn to Exhibit 9, please. What is
122 123 124 145 146 147 158 9 10 11 12 13 144 15	A. Q. A. Q. A. and septic contacted the improvell and sand emaile Q. led you to	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent? Art had inquired about the upkeep of the well system, and Patty was our realtor, had Rob and Rob, in turn, sent the invoices for rements and investments Brian had made in the eptic system recently, and then Patty got them ed them to us and we reviewed them. Was there anything about the well records that believe you were getting an interest in the	02: 02: 02: 02:	08:42 3 09:04 5 09:06 09:17 8 09:29 10 11 12 09:463 14 09:45	Q. that. testified, a A. Q. testified to A. we were to failing, an was to me Q. Exhibit 97 A. needed to	It says Pamela Farley. Are you — strike And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband of? No. My morn was hospitalized on the day before a leave and I had — they told me that she was all needed to find hospice care, and so that a more important than looking at a house. If you'll turn to Exhibit 9, please. What is
128 128 129 145 145 147 158 9 10 11 12 13 164 15	A. Q. A. Q. A. and septic contacted the improved and sand email Q. led you to lower well A.	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent? Art had inquired about the upkeep of the well system, and Patty was our realtor, had Rob and Rob, in turn, sent the invoices for rements and investments Brian had made in the eptic system recently, and then Patty got them ed them to us and we reviewed them. Was there anything about the well records that believe you were getting an interest in the?	02: 02: 02: 02:	08:42 3 09:04 5 09:06 09:17 8 09:29 10 11 12 09:463 14 09:45 16	Q. that. testified, a A. Q. testified to A. we were to failing, an was to me Q. Exhibit 97 A. needed to and the part of the p	And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband of? No. My morn was hospitalized on the day before to leave and I had — they told me that she was all needed to find hospice care, and so that a more important than looking at a house. If you'll turn to Exhibit 9, please. What is the addressed that were written by Art and I,
128 128 128 145 145 16 11 12 13 144 15 16 16	A. Q. A. Q. A. and septic contacted the improved and semaile Q. led you to lower well A. There was	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent? Art had inquired about the upkeep of the well system, and Patty was our realtor, had Rob and Rob, in turn, sent the invoices for rements and investments Brian had made in the eptic system recently, and then Patty got them ad them to us and we reviewed them. Was there anything about the well records that believe you were getting an interest in the? We received the items just as highlighted.	02: 02: 02: 02:	08:42 3 09:04 5 09:06 09:17 8 09:29 10 11 12 09:463 14 09:45 16 17	Q. that. testified, a A. Q. testified to A. we were to failing, an was to me Q. Exhibit 97 A. needed to and the powith what	And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband o? No. My mom was hospitalized on the day before a leave and I had — they told me that she was at I needed to find hospice care, and so that a more important than looking at a house. If you'll turn to Exhibit 9, please. What is It is — I think it is a list of items that the addressed that were written by Art and I, age numbers were requested to be in conjunction
128 128 129 145 145 158 10 11 12 13 144 15 16 18	A. Q. A. Q. A. and septic contacted the improved and sand email Q. led you to lower well A. There was	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent? Art had inquired about the upkeep of the well system, and Patty was our realtor, had Rob and Rob, in turn, sent the invoices for rements and investments Brian had made in the eptic system recently, and then Patty got them ed them to us and we reviewed them. Was there anything about the well records that believe you were getting an interest in the? We received the items just as highlighted. Inothing redacted, nothing was crossed out.	02: 02: 02: 02:	08:42 3 09:04 5 09:06 09:17 8 09:29 10 11 12 09:463 14 09:45 16 17 18	Q. that. testified, a A. Q. testified to A. we were to failing, an was to me Q. Exhibit 97 A. needed to and the powith what findings, v	And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband of? No. My more was hospitalized on the day before a leave and I had — they told me that she was at I needed to find hospice care, and so that more important than looking at a house. If you'll turn to Exhibit 9, please. What is It is — I think it is a list of items that be addressed that were written by Art and I, age numbers were requested to be in conjunction ever the home inspection page, I'll call them
128 128 129 145 145 16 17 18 19 10 11 11 11 11 11 11 11 11 11	A. Q. A. Q. A. and septic contacted the improved and sand email. Q. led you to lower well A. There was these invo	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent? Art had inquired about the upkeep of the well system, and Patty was our realtor, had Rob and Rob, in turn, sent the invoices for rements and investments Brian had made in the eptic system recently, and then Patty got them ad them to us and we reviewed them. Was there anything about the well records that believe you were getting an interest in the? We received the items just as highlighted. In nothing redacted, nothing was crossed out. In a message from Rob saying you can review	02: 02: 02: 02: 02:	08:42 3 09:04 5 09:06 09:17 8 09:29 10 11 12 09:463 14 09:465 16 17 18 19	Q. that. testified, a A. Q. testified to A. we were to failing, an was to me Q. Exhibit 97 A. needed to and the powith what findings, v	And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband of? No. My more was hospitalized on the day before a leave and I had — they told me that she was at I needed to find hospice care, and so that a more important than looking at a house. If you'll turn to Exhibit 9, please. What is It is — I think it is a list of items that be addressed that were written by Art and I, age numbers were requested to be in conjunction ever the home inspection page, I'll call them were, and so he just — we just listed them,
128 128 129 129 130 145 158 10 11 11 15 16 18 19 20	A. Q. A. Q. A. and septic contacted the improved and sentile Q. led you to lower well A. There was these involved you're not	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent? Art had inquired about the upkeep of the well system, and Patty was our realtor, had Rob and Rob, in turn, sent the invoices for rements and investments Brian had made in the eptic system recently, and then Patty got them ed them to us and we reviewed them. Was there anything about the well records that believe you were getting an interest in the? We received the items just as highlighted. Inothing redacted, nothing was crossed out. In't a message from Rob saying you can review ites but disregard the lower well because	02: 02: 02: 02: 02:	08:42 3 09:04 5 09:06 09:17 8 09:29 10 11 12 09:46 14 09:45 16 17 18 19 20	Q. that. testified, a A. Q. testified to A. we were to failing, an was to me Q. Exhibit 97 A. needed to and the powith what findings, typed it u	And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband of? No. My more was hospitalized on the day before a leave and I had — they told me that she was at I needed to find hospice care, and so that a more important than looking at a house. If you'll turn to Exhibit 9, please. What is It is — I think it is a list of items that be addressed that were written by Art and I, age numbers were requested to be in conjunction ever the home inspection page, I'll call them were, and so he just — we just listed them, o, and it was sent. And so you're referring to the home inspection
22 33 34 45 46 47 48 9 10 11 11 11 15 16 21 18 19 20 21	A. Q. A. Q. A. and septic contacted the improved and small Q. led you to lower well A. There was these involved you're not from lower	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent? Art had inquired about the upkeep of the well system, and Patty was our realtor, had Rob and Rob, in turn, sent the invoices for rements and investments Brian had made in the eptic system recently, and then Patty got them ad them to us and we reviewed them. Was there anything about the well records that believe you were getting an interest in the? We received the items just as highlighted. Inothing redacted, nothing was crossed out. In't a message from Rob saying you can review lices but disregard the lower well because getting it. Everything that was highlighted.	02: 02: 02: 02: 02:	08:42 3 09:04 5 09:06 09:17 8 09:29 10 11 12 09:463 14 09:45 16 17 18 19 20 10:21	Q. that. testified, a A. Q. testified to A. we were to failing, an was to me Q. Exhibit 97 A. needed to and the powith what findings, typed it up Q.	And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband of? No. My more was hospitalized on the day before a leave and I had — they told me that she was at I needed to find hospice care, and so that a more important than looking at a house. If you'll turn to Exhibit 9, please. What is It is — I think it is a list of items that be addressed that were written by Art and I, age numbers were requested to be in conjunction ever the home inspection page, I'll call them were, and so he just — we just listed them, o, and it was sent. And so you're referring to the home inspection
22 34 45 46 47 48 9 10 11 12 13 14 15 16 18 19 20 21 22 22	A. Q. A. Q. A. and septic contacted the improvell and sand emails Q. led you to lower well A. There was these involved it and he is	Yes. If you'll turn to Exhibit 5, please. Yeah. Do you recognize that document? Yes, I do. And what — in what context was that sent? Art had inquired about the upkeep of the well system, and Patty was our realtor, had Rob and Rob, in turn, sent the invoices for rements and investments Brian had made in the eptic system recently, and then Patty got them ed them to us and we reviewed them. Was there anything about the well records that believe you were getting an interest in the? We received the items just as highlighted. Inothing redacted, nothing was crossed out. In't a message from Rob saying you can review lices but disregard the lower well because getting it. Everything that was highlighted rivell pump has the dead short, and you pulled	02: 02: 02: 02: 02:	08:42 3 09:04 5 09:06 09:17 8 09:29 10 11 12 09:463 14 09:45 16 17 18 19 20 10:21 22	Q. that. testified, a A. Q. testified to A. we were to failing, an was to me Q. Exhibit 97 A. needed to and the powith what findings, typed it up Q. on Exhibit	And at some point in time, as Mr. Gideon a physical inspection was performed? Correct. You disagree with anything that your husband of? No. My more was hospitalized on the day before a leave and I had — they told me that she was at I needed to find hospice care, and so that more important than looking at a house. If you'll turn to Exhibit 9, please. What is It is — I think it is a list of items that be addressed that were written by Art and I, age numbers were requested to be in conjunction ever the home inspection page, I'll call them were, and so he just — we just listed them, o, and it was sent. And so you're referring to the home inspection is?

	7	45	74
12:12:45	MR. SCHMIDT: July 29, 28, 27ish is fine.	'	25th, and findings of fact from both parties due August
2	It's a long transcript, so I think it will take a couple	2	? 1st?
3	of weeks. Assuming we get the transcript July 9th, 30	12 17:3	THE COURT: Correct.
4	days from today gives me two and a half weeks.	12 17:3	MR. BISSELL: Got it. Thank you.
12:14:25	THE COURT: The last	12 17:3	THE COURT: Recitations to the record are
12:14:26	MR. SCHMIDT: Let's		appreciated.
12:14:27	THE COURT: How about just have them August	12 17:4	MR. BISSELL: Got it.
8	1st, or is that too far?	12 17:48	THE COURT: All right. Thank you, gentlemen.
12:14:28	MR. SCHMIDT: That works.	12 17:5	MR. SCHMIDT: Thank you.
12:14:210	THE COURT: Okay. So your opening, closing	12 17:5	MR. BISSELL: Thank you, your Honor.
11	due August 1st. Fourteen days after that or do you need	12 17:5	THE COURT: With that, we're in recess.
12	2 more, Mr. Bissell?	12 17:5	2 (Matter adjourned.)
12:14:46	MR. BISSELL: I think that will probably work.	1	3
14		1	4
15	5 that.	1	5
12:15:0 /	THE COURT: What day is that?	1	6
12:15:0167		1	7
18	· ·	1	B
12:15:06			9
12:15:20			0
12:15:21			
12:1:2		2	
12:10:26		2	
24			4
25		2	
1 2	double-spaced, just according to the Supreme Court	12 18:0 12 18:0 12 18:0 12 18:0	STATE OF IDAHO) SS: REPORTER'S CERTIFICATE
3		12 18:0	
12:16:0 4		12 18:0	
2	the plaintiff they get two 40-page briefs?		•
2:16:06			
7	3	12 18:0	
12:16:18			
12:16:39	-	12 18:0	
10			0 transcription, to the best of my ability, of my shorthand
12:16:36			• • • • • • • • • • • • • • • • • • • •
12			2 above-entitled litigation;
13	•	12 18:0	
12:16:4194			4 the parties or attorneys to this litigation and have no
15	•	1 1	5 interest in the outcome of said litigation.
12:16: 516		12 18:0	
12:16:5157	MR. BISSELL: For both; is that okay.	i	7 and seal this 11th day of June, 2022.
12:16:56		12 18:0	
12:16:56		12 18:0	- Wasa-
20		12 18:2	
21		12:18:0	KERI VEARE, CSR 675, CRR, RPR Official Court Reporter
12:17:25		12 18:0 12 18:0	2
12:17:24		ı	3
24	extra day. Would have been Sunday. Defendant's	i	4
25	5 rebuttal closing August or Plaintiffs' August	2	5

03:58:		
03:58: 03:58:	51 PO BOX 9000	
03:58:	51 kveare@kcgov.us	
03:58:		
03:58:		
03:58:	51	
03:58:	GIDEON, husband and wife,	
03:58:	51 Plaintiff,)	
03:58: 03:58:	51	
03:58:		
03:58: 03:58:	51 Defendant.	
03:58:	<u>51</u>	
03:58:	NOTICE OF TRANSCRIPT LODGED	
03:58:		
	efiled an Original Transcript entitled "COURT TRIAL," held	
	June 6, 2022, to June 9, 2022, totaling 748 pages, for the	
	above-referenced matter with the clerk.	
03:58:	51 LUKINS & ANNIS, P.S.	
03:58:		
03:58:	Va. 11/200 -	
03:58:		
03:58: 03:58:		
03:58:		
03:58:		
ĺ		
Ì		