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Department of Water Resources
Eastern Region

Form 42-248/42-1409(6) July, 2000

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

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
21-114					
21-4089					
21-7152					
21-7160					
21-10435					

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

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

COMPLETED 5/25/05 ICMJ

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION.**

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s): Arlo Dee Blanchard & Son Partnership

4. New Owner/Claimant(s): Triangle B Ranch
Name Connector (Check one): [ ] and, [ ] or, [ ] and/or

New Mailing Address: Box 131

City, State and ZIP Code: Chester, Idaho 83421

New Telephone Number: (208) 624-3648

5. Date you acquired the property: _____

624-3623
Rick Blanchard

To File:
No mention in deed of Triangle B Ranch. Deed conveys property to The (Arlo Dee + Donna Blanchard Revocable Trust.)
That is what I ~~put~~ changed The water rights to.

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Form 42-248/42-1409(6) July, 2000

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

INSTRUCTIONS FOR FILING NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

Effective July 1, 2000, the Idaho Legislature amended Section 42-248, Idaho Code to include a provision for fees to file a Notice of Change in Water Right Ownership. Please see details at Item 8, below, to determine if fees are required for your filing.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, **the seller should be able to provide you with the water right or adjudication claim number(s)**. Please enter the number(s) at **Item 1**. Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

   If you receive water from a municipal provider, an irrigation district or other water delivery organization, where the water rights are held by the organization, please do not use this form to record a change. You may need to contact the water delivery organization to determine if any action is necessary.

   If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. **Do not** obtain a new survey for purposes of this form before contacting IDWR.

3. Please provide the name and address of the former owner/claimant(s) of the water right(s) at **Item 3**.

4. The name, mailing address, and telephone numbers of the new owner/claimant(s) is entered at **Item 4**. Please indicate the relationship between multiple owners by using the connector "and", "or", or "and/or." If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign; however, only one of the named parties is required to sign.

5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.

446425

GRANT DEED
(Deed of Correction)

WITHOUT CONSIDERATION, ARLO DEE BLANCHARD and DONNA BLANCHARD, husband and wife, of Box 95, Chester, ID 83421, Grantors, do hereby grant and convey unto ARLO DEE BLANCHARD and DONNA BLANCHARD, of Box 95, Chester, ID 83421; RICHARD DEE BLANCHARD, of Chester, ID 83421; and JAMES TODD BLANCHARD, of 635 S. 500 W., Rexburg, ID 83440, as Trustees of The Arlo Dee and Donna Blanchard Revocable Trust, the following described real property located in Fremont County, Idaho, to-wit:

(1) Grantors' undivided one-half interest (the other undivided one-half interest belonging to Richard Dee Blanchard and Shellie C. Blanchard, his wife) in and to:

Tract 1

Lots 1 and 2 and the East Half of the Northwest Quarter, all in Section 18, Township 8 North, Range 42, East Boise Meridian.

LESS THE FOLLOWING: Commencing at a point 2390 feet South of the Northwest corner of Section 18, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho, and running thence East 230 feet; thence South 280 feet; thence West 230 feet; and thence North 280 feet to the point of beginning.

Tract 2

The West Half of the Northeast Quarter (W1/2NE1/4), and the Northeast Quarter of Northeast Quarter (NE1/4NE1/4) of Section 18: all in Township 8 North, Range 42 East, Boise Meridian.

ALSO: The Southeast Quarter (SE1/4); the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4); the East Half of the Southwest Quarter (E1/2SW1/4); and the South Half of the Northeast Quarter (S1/2NE1/4), all in Section 7, Township 8 N., Range 42 E.B.M.

LESS THE FOLLOWING: Beginning at the NE corner of the SE1/4 of the NE1/4 of Section 7, Township 8 N., Range 42 E.B.M., and running thence West 191 feet; thence South 250 feet; thence East 191 feet; and thence North 250 feet to the point of beginning.

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Tract 3

Lots Three (3) and Four (4) of Section Seven (7), Township Eight (8) North, Range Forty-two (42) East of the Boise Meridian, containing 58.680 acres, more or less.

Tract 4

Lot 4 of Section 18, Township 8 North, Range 42, East Boise Meridian.

Tract 5

The Southeast Quarter (SE1/4); the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4); the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4); and Lots 3 and 6 of Section 18. Township 8 North, Range 42, East Boise Meridian; ALSO, commencing at the Northeast corner of Section 19, Township and Range aforesaid; and running thence South on the East line of said Section to the point where the North line of the right-of-way of the Oregon Short Line Railroad intersects the East line of said Section as same is now running over and across the said Section, thence Southwesterly along the North line of said right-of-way to the East bank of Fall River, thence following along said East bank of Fall River to the point where the said East bank intersects the North line of said Section 19, and thence East along the North line of said Section to the place of beginning.

? need a map

Reserving to Grantors life estates in and to the home and one acre upon which it sits within the above-described premises, subject to their paying any taxes assessed thereon, and said life estates to terminate upon their deaths and the recording of certified copies of their death certificates in Fremont County, Idaho.

(2) Tract 6

An undivided one-half (1/2) interest (the other undivided one-half interest belonging to Keith Williams) in the NW1/4NE1/4; NE1/4SE1/4; S1/2SE1/4; and the W1/2, less the road, all in Section 31, Township 8 North, Range 42 East, Boise Meridian, together with all ditch and water rights thereto belonging, and together with all appurtenances thereto.

TOGETHER With any and all improvements and appurtenances thereto; rents, issues and profits thereof; and reversions and remainders.

Microfilm No. 446425
Day 1 June 19 97
At 9:30 O'clock A M
MICKIE FUNKE
FREMONT CO RECORDER
Fee $ 9- Deputy
Recorded At Request of
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GRANT DEE
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This deed is given to correct the property description contained in that certain Grant Deed dated March 7, 1996, by and between the same parties hereto, and recorded in the official records of Fremont County, Idaho, on April 16, 1996, as Instrument No. 440743.

DATED This 22nd day of May, 1997.

"GRANTORS"

Arlo Dee Blanchard

Donna Blanchard

STATE OF IDAHO,)
ss.
County of Madison.)

On this 22nd day of May, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared ARLO DEE BLANCHARD and DONNA BLANCHARD, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission Expires: 11-15-99

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BOOK 66 PAGE 503

WARRANTY DEED

This Indenture, Made this eighteenth day of December in the year of our Lord, one thousand nine hundred and fifty-eight between George W. Nedrow and Lela Nedrow, husband and wife of Ashton, County of Fremont, State of Idaho the part ies of the first part, and Gomer H. Williams and Mary B. Williams, Husband and wife of Chester, County of Fremont, State of Idaho the part ies of the second part.

WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of Six Thousand Five Hundred Dollars & NO/100..... DOLLARS lawful money of the United States of America, to them in hand paid by the said part ies of the second part, the receipt whereof is hereby acknowledged, ha ve granted, bargained and sold, and by these presents do grant, bargain, sell and convey and confirm unto the said part ies of the second part, and to their heirs and assigns forever, all the following described real estate, situated in Fremont County, State of Idaho, to-wit:

Lots 3 and 4 of Section 7, Township 8 North, Range 42 East of the Boise Meridian, Fremont County, State of Idaho. Together with 20 miners inches of Fall River Water.



TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well as in equity, of the said part ies of the first part;

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the part ies of the second part, and to their heirs and assigns forever. And the said part ies of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said part ies of the second part, their heirs and assigns, against the said part ies of the first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, the said part ies of the first part ha ve hereunto set their hand and seal s this day and year first above written.

Signed, Sealed and Delivered in the Presence of

George W. Nedrow (Seal)

Lela Nedrow (Seal)

(Seal)

FORM No. 10—WARRANTY DEED

BOOK 63 PAGE 399

THIS INDENTURE, made this 6th day of June, 1956,
Between EARL BARNEY and EULA BARNEY, his wife,
of Chester, County of Fremont, State of Idaho;
the parties of the first part and
GEORGE W. NEDROW and LELA NEDROW, his wife
of Ashton,
County of Fremont, State of Idaho, the parties of the second part,
WITNESSETH, that the said parties of the first part, for and in consideration of the sum of
TEN AND NO/100---------($10.00)---------Dollars
lawful money of the United States of America, and other valuable considerations
to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged,
have granted, bargained, sold, and by these presents, do grant, bargain, sell and convey and confirm unto
the said parties of the second part, and to their heirs and assigns, forever, all the following described
real estate, situated in Chester, County of Fremont,
State of Idaho, to-wit:

Lots 3 and 4 of Section 7, Township 8, North Range 42, E.B.M., together with 100 miners inches of Fall River water decreed to Z. Sundberg and purchased by the parties of the first part herein from Edgar Barney, with a priority of June 1, 1890.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the appurtenances unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Executed and Delivered in the Presence of

Ray W. Lyty

Earl Barney [SEAL]

Eula Barney [SEAL]

[SEAL]

[SEAL]

A 7:15 Rec. Stamps affixed & Canceled 6/16/56 - MB

BOOK 67 PAGE 439

WARRANTY DEED

THIS INDENTURE, Made this 20th day of April, 1956, between LILLIE BARNEY, a widow, of Chester, County of Fremont, State of Idaho, the party or the first part, and W. S. TANNER and NETTIE TANNER, his wife, of Rigby, County of Jefferson, State of Idaho, parties of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN AND NO/100------($10.00)-DOLLARS lawful money of the United States of America, and other valuable considerations, to her in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents, does grant, bargain, sell and convey and confirm unto the said parties of the second part, and to their heirs and assigns, forever, all the following described real estate, situated in Chester, County of Fremont, State of Idaho, to-wit:

The SW¼SE¼ of Section 1, Lots 1, 6 and 7, and the NW¼NE¼ of Section 12, all in Township 8, North Range 41, E.B.M.;
Also--
Lots 8, 9, 13, and 14, the SE¼SW¼, the NE¼SE¼, and the SW¼SE¼, all in Section 6, and Lots 1 and 2, the NW¼NE¼, and the NE¼NW¼, all in Section 7, and all in Township 8, North Range 42, E.B.M., less the following:
Commencing at a point in Section 6, Township 8, North Range 42, E.B.M. where Black Springs Creek confluences with Henrys Fork of the Snake River (Also known as the North Fork of the Snake River) and running thence Northeasterly along Southerly bank of said river 700 feet; thence South 350 feet to a point at the base of a rock ledge; thence Westerly along base of said rock ledge, which is approximately parallel to said creek, to a point directly South of point of beginning; thence North to the point of beginning;
Also--
Subject to right of way to and from above described premises commencing at a point in said Section where Black Springs Creek intersects high water line on Southerly bank of said river, and thence Easterly along said high water line ¼ mile, more or less, to county road right of way; thence Southerly at a 90° angle 15 feet; thence Westerly, parallel to said high water line to said Black Springs Creek; thence Northerly to point of beginning; owner of land will maintain a locked gate at Easterly end of right of way and said road will be used only in connection and for purpose of maintaining and carrying on fish rearing in said creek and pond;
Also--
Beginning at a point 1 rod North of where Black Springs Creek intersects the East line of Section 6, Township 8, North Range 42, E.B.M., thence in a Westerly direction, at all time one rod North of said Black Springs Creek, 1075

U.S.I.R. Stamps affixed to original

feet, more or less, to East line of Tax 1; thence due North to the South bank of Henrys Fork of the Snake River; thence along the South bank of said river in a Northeasterly direction to the East line of said Section 6, Township 8, North Range 42; thence South along said Section line to the point of beginning, together with all and singular the tenements, hereditaments and appurtenances including all water rights, ditch and canal rights thereunto belonging or in anywise appertaining,
Also--
70 acre feet of Island Park Reservoir storage water in the Fremont-Madison Irrigation District, and
Also--
100 shares of carrying right in the Farmers Own Canal Co., Ashton, Idaho,
Also--
60 miners inches of Black Springs Creek water, decreed to Z. Sundberg, priority of June 1, 1894, and 175 miners inches of Fall River water decreed to Z. Sundberg, priority of June 1, 1890.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the appurtenances unto the parties of the second part, and to their heirs and assigns forever. And the said party of the first part, and her heirs, the said premises in the quiet and peaceable possession of the said parties of second part, their heirs and assigns, against the said party of the first part, and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Lillie Barney

BOOK 67 PAGE 439

WARRANTY DEED

THIS INDENTURE, Made this 20th day of April, 1956, between LILLIE BARNEY, a widow, of Chester, County of Fremont, State of Idaho, the party of the first part, and W. S. TANNER and NETTIE TANNER, his wife, of Rigby, County of Jefferson, State of Idaho, parties of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN AND NO/100------($10.00)-DOLLARS lawful money of the United States of America, and other valuable considerations, to her in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents, does grant, bargain, sell and convey and confirm unto the said parties of the second part, and to their heirs and assigns, forever, all the following described real estate, situated in Chester, County of Fremont, State of Idaho, to-wit:

The SW¼SE¼ of Section 1, Lots 1, 6 and 7, and the NW¼NE¼ of Section 12, all in Township 8, North Range 41, E.B.M.;
Also--
Lots 8, 9, 13, and 14, the SE¼SW¼, the NE¼SE¼, and the SW¼SE¼, all in Section 6, and Lots 1 and 2, the NW¼NE¼, and the NE¼NW¼, all in Section 7, and all in Township 8, North Range 42, E.B.M., less the following:
Commencing at a point in Section 6, Township 8, North Range 42, E.B.M. where Black Springs Creek confluences with Henrys Fork of the Snake River (Also known as the North Fork of the Snake River) and running thence Northeasterly along Southerly bank of said river 700 feet; thence South 350 feet to a point at the base of a rock ledge; thence Westerly along base of said rock ledge, which is approximately parallel to said creek, to a point directly South of point of beginning; thence North to the point of beginning;
Also--
Subject to right of way to and from above described premises commencing at a point in said Section where Black Springs Creek intersects high water line on Southerly bank of said river, and thence Easterly along said high water line ¼ mile, more or less, to county road right of way; thence Southerly at a 90° angle 15 feet; thence Westerly, parallel to said high water line to said Black Springs Creek; thence Northerly to point of beginning; owner of land will maintain a locked gate at Easterly end of right of way and said road will be used only in connection and for purpose of maintaining and carrying on fish rearing in said creek and pond;
Also--
Beginning at a point 1 rod North of where Black Springs Creek intersects the East line of Section 6, Township 8, North Range 42, E.B.M., thence in a Westerly direction, at all time one rod North of said Black Springs Creek, 1075

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feet, more or less, to East line of Tax 1; thence due North to the South bank of Henrys Fork of the Snake River; thence along the South bank of said river in a Northeasterly direction to the East line of said Section 6, Township 8, North Range 42; thence South along said Section line to the point of beginning, together with all and singular the tenements, hereditaments and appurtenances including all water rights, ditch and canal rights thereunto belonging or in anywise appertaining

Also--

70 acre feet of Island Park Reservoir storage water in the Fremont-Madison Irrigation District, and

Also--

100 shares of carrying right in the Farmers Own Canal Co., Ashton, Idaho,

Also--

60 miners inches of Black Springs Creek water, decreed to Z. Sundberg, priority of June 1, 1894, and 175 miners inches of Fall River water decreed to Z. Sundberg, priority of June 1, 1890.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title interest in and to the said property, as well in law as in equity of the said party of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the appurtenances unto the parties of the second part, and to their heirs and assigns forever And the said party of the first part, and her heirs, the said premises in the quiet and peaceable possession of the said parties of second part, their heirs and assigns, against the said party of the first part, and her heirs, and against all and every person or persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Libbie Barney