

Barnett NOTICE_OF_CHANGE... 1 / 3

RECEIVED

JUN 20 2016

Department of Water Resources
Eastern Region

Form 42-248/42-1409(6) Rev. 1/15

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, _____ of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
75-13948 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
75-13950 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Ilene Jill Barnett (formerly Arrington) and Louis Arden Arrington
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Ilene Jill Barnett
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- PO Box 1110 Salmon ID 83467
Mailing address City State ZIP
(208)993-0269 ilene.barnett@yahoo.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed _____ for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed _____ form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following REQUIRED items:
☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
 o \$25 per undivided water right.
 o \$100 per split water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Ilene J. Barnett Date: 6/17/16
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Date: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 6/20/2016 Receipt Amt. \$25.00
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing. W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by JB Processed by JB Date 7/21/2016

SUPPORT DATA

IN FILE # 75-13948STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESINSTRUCTIONS FOR FILING A
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 persons owning or claiming ownership of a water right or claim are required to provide notice to the Department of Water Resources (IDWR) of any change in ownership of any part of the water right or claim or of any change in the owner's mailing address within 120 days of the change. Forms to report ownership changes and/or to update an address are available on IDWR's website at www.idwr.idaho.gov. In addition, all new owners of water rights within a pending general adjudication case must inquire whether a notice

QUITCLAIM DEED

GRANTOR, ARDEN ARRINGTON, of Salmon, County of Lemhi, State of Idaho for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby **REMISE, RELEASE** and forever **QUITCLAIM**, unto ILENE ARRINGTON, whose current address is 291 Diamond Creek Road, Salmon, County of Lemhi, State of Idaho as **GRANTEE**, and to grantee's heirs and assigns forever, all of the following described real estate, situated in Salmon, County of Lemhi, State of Idaho to-wit:

A PARCEL OF LAND LOCATED IN GOVERNMENT LOTS 11 AND 13, SECTION 6, T. 22N., R. 22 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NUMBER 1 OF TRACT 37, FROM WHICH CORNER NUMBER 2 OF TRACT 37 BEARS N. 76° 23' 19" W., 144.86 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 07° 56' 38" E. A DISTANCE OF 1404.93 FT. TO A POINT ON THE WESTERLY BANK OF THE SALMON RIVER AND THE POINT OF BEGINNING.

THENCE N. 81° 15' 12" W. A DISTANCE OF 280.18 FT. TO A POINT ON THE CENTERLINE OF DIAMOND CREEK ROAD.

THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES:

N. 00° 03' 28" W., 57.99 FT.; 173.78 FT. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 455.18 FT.; A DELTA OF 21° 52' 27" AND A CHORD BEARING N. 10° 52' 43" E. FOR 172.72 FT.;

N. 21° 48' 55" E., 173.25 FT.; 331.18 FT. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 458.74 FT., A DELTA OF 41° 21' 49" AND A CHORD BEARING N. 42° 29' 48" E. FOR 324.03 FT.;

N. 43° 45' 15" E., 59.03 FT.; N. 34° 01' 04" E., 89.31 FT.;
THENCE S. 32° 10' 14" E. A DISTANCE OF 91.18 FT.;
THENCE S. 67° 03' 26" E. A DISTANCE OF 133.08 FT. TO SAID WESTERLY BANK OF SALMON RIVER;
THENCE ALONG SAID BANK THE FOLLOWING COURSE AND DISTANCES;

S. 44°26' 47" W., 57.82 FT.; S. 39°56' 58" W., 107.42 FT.;
S. 31°03' 54" W., 116.41 FT.; 8.16°49' 09" W., 453.64 FT. TO
THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN
THE ROAD.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed and where the context so requires, the singular includes the plural
and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto set his name to this instrument
this 24 day of December 2013.


Louis Arden Arrington

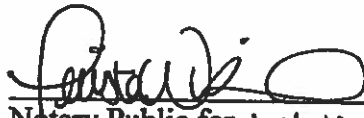
STATE OF IDAHO)
County of Latah) ss.

On this 24 day of December, 2013, before me the undersigned, a Notary Public in and
for said State, personally appeared Louis Arden Arrington, known to me to be the person whose
name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(seal)




Notary Public for Latah, Idaho
Residing at 1313 S. Blaine St. Moscow
My Commission Expires: 9/16/2019

Instrument # 297784
LEMHI COUNTY, Idaho
Oct 30, 2014 2:11:07 pm Fee: \$ 13.00
For: ILENE J. BARNETT
TERRI J. MORTON, Recorder
T MORTON, Deputy

Quitclaim Deed

For Value Received

Ilene Arrington a/k/a Ilene J Barnett

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

Ilene J Barnett, an unmarried woman

Whose current address is:

**297 Diamond Creek Rd
Salmon, ID 83467**

the following described parcels located in Lemhi County, Idaho to-wit:

See Attached Legal

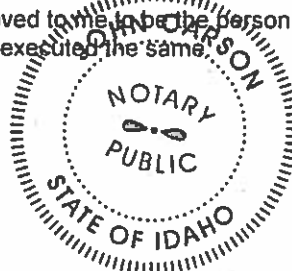
Dated: October 29, 2014

Ilene Arrington a/k/a Ilene J Barnett
Ilene Arrington a/k/a Ilene J Barnett

STATE OF Idaho)
COUNTY OF Lemhi) ss

On this 29 day of October, 2014, before me, a notary public in and for said State, personally appeared **Ilene Arrington a/k/a Ilene J Barnett** Known to me or proved to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that she executed the same.

John Carson
Notary Public
Residing at: Salmon
Comm. Expires: 1/8/2020



Legal Description

A parcel of land located in Government Lots 11 and 13, Section 6, T 22 N, R 22 E, Boise Meridian, Lemhi County, Idaho, more particularly described as follows: Commencing at Corner Number 1 of Tract 37, from which Corner Number 2 of Tract 37 bears N 76deg 23' 19" W, 144.86 ft, the Basis of Bearing of this description, run thence N 07deg 56' 38" E a distance of 1404.93 ft to a point on the Westerly bank of the Salmon River and the POINT OF BEGINNING; Thence N 81deg 15' 12" W a distance of 280.18 ft to a point on the centerline of Diamond Creek Road; Thence along said centerline the following courses and distances: N 00deg 03' 28" W, 57.99 ft; 173.78 ft along a curve to the right having a radius of 455.18 ft, a delta of 21deg 52' 27" and a chord bearing N 10deg 52' 43" E for 172.72 ft; N 21deg 48' 55" E, 173.25 ft; 331.18 ft along a curve to the right having a radius of 458.74 ft, a delta of 41deg 21' 49" and a chord bearing N 42deg 29' 48" E for 324.03 ft; N 43deg 45' 15" E, 59.03 ft; N 34deg 01' 04" E, 89.31 ft; Thence S 32deg 10' 14" E a distance of 91.18 ft; Thence S 67deg 03' 26" E a distance of 133.08 ft to said Westerly bank of the Salmon River; Thence along said bank the following courses and distances: S 44deg 26' 47" W, 57.82 ft; S 39deg 56' 58" W, 107.42 ft; S 31deg 03' 54" W, 116.41 ft; S 16deg 49' 09" W, 453.64 ft to the POINT OF BEGINNING.

STATE OF IDAHO
COUNTY OF LEMHI
TERRI J. MORTON, CLERK OF THE DISTRICT COURT
OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF LEMHI,
DO HEREBY CERTIFY THAT THE PROCEEDING IS A
TRUE, AND CORRECT COPY OF THE ORIGINAL ON FILE
IN THIS OFFICE. IN WITNESS WHEREOF I HAVE HERE
unto set my hand and affixed my
OFFICIAL SEAL THIS 31 DAY
OF OCTOBER YEAR 2014
TERRI J. MORTON, CLERK
BY [Signature] DEPUTY

Laurie Baird Gaffney, ISB #5981
Tracy Gorman, ISB #7776
GAFFNEY LAW OFFICE, PLLC
591 Park Ave, Ste. 202
Idaho Falls, ID 83402
Telephone: (208) 524-6655
Facsimile: (208) 524-6301

LEMHI COUNTY DISTRICT COURT
FILED 12-31-13
TIME 10:00 AM
LEMHI COUNTY CLERK
BY [Signature] DEPUTY

Attorney for Plaintiff

**DISTRICT COURT SEVENTH JUDICIAL DISTRICT
LEMHI COUNTY IDAHO**

ILENE JILL ARRINGTON,

Plaintiff,

vs.

LOUIS ARDEN ARRINGTON,

Defendant.

Case No.: CV-13-329

FINAL DECREE OF DIVORCE

The above entitled cause came before the Honorable Stephen J. Clark at 206 Courthouse Dr., Salmon, ID 83467 in Lemhi County by Stipulation for Divorce between Plaintiff and Defendant. It appearing that above named Defendant has been duly and regularly served with process herein and that the parties have entered into an agreement with respect to the distribution of their property and the apportionment of debt and it appearing to the Court that said stipulation is in all respects fair, just and equitable and the matter having been submitted and it appearing that Plaintiff is entitled to a divorce on the grounds of irreconcilable differences, and the court being fully advised on the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
DECREED as follows:

1. That Plaintiff is hereby granted a divorce from Defendant upon the grounds of irreconcilable differences and the bonds of matrimony existing between Plaintiff and Defendant shall be and the same are, hereby dissolved and each party is restored to the status of a single person.

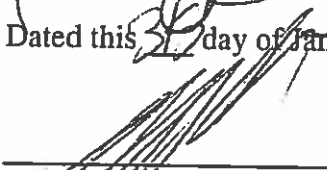
2. That the Stipulation for Divorce entered into by the parties is attached hereto as Exhibit "A" and made a part of this Decree of Divorce and shall be adopted as the Order of the Court and shall be binding on each of them and all of its terms and conditions are herein incorporated by reference.

Approved as to form and content:



Michael J. Whyte, ISB #4645

Dated this 31 day of January, 2014, *nunc pro tunc* to December 31, 2013.



Honorable Stephen J. Clark

CLERK'S CERTIFICATE OF SERVICE

I certify that on ^{Dec} ~~January~~ 31, 2013, I served a true and correct copy of the **Final**

Decree of Divorce on the following individuals by the method of delivery designated:

Laurie Baird Gaffney
GAFFNEY LAW OFFICE, PLLC
591 Park Avenue, Suite 202
Idaho Falls, ID 83402
Fax: (208) 524-6301

☒ U.S. Mail ☐ Courthouse Box ☐ Facsimile

Michael J. Whyte
Thomsen Stephens Law Office,
PLLC
2635 Channing Way
Idaho Falls, ID 83404
Fax: (208) 522-1277

☒ U.S. Mail ☐ Courthouse Box ☐ Facsimile

Laurie J. Morton

Clerk

By: Jr
Deputy Clerk

Laurie Baird Gaffney, ISB #5981
Tracy Gorman, ISB #7776
GAFFNEY LAW OFFICE, PLLC
591 Park Ave, Ste. 202
Idaho Falls, ID 83402
Telephone: (208) 524-6655
Facsimile: (208) 524-6301

Attorney for Plaintiff

**DISTRICT COURT SEVENTH JUDICIAL DISTRICT
LEMHI COUNTY IDAHO**

ILENE JILL ARRINGTON,

Plaintiff,

vs.

LOUIS ARDEN ARRINGTON,

Defendant.

Case No.: CV-13-329

STIPULATION FOR DIVORCE

IT IS HEREBY AGREED between Plaintiff, Ilene Jill Arrington and Defendant, Louis Arden Arrington, as follows:

1. Consent to Jurisdiction and Grounds. Plaintiff and Defendant hereby consent to the jurisdiction of the Court over the subject matter of this action and over the parties and consent to an absolute decree of divorce being entered on the grounds of irreconcilable differences.
2. Statement of Non-Military Service. Plaintiff and Defendant hereby acknowledge that they were not at the commencement of this action, and are not now, in the military service of the United States of America, or any branch thereof.
3. Waiver of Findings of Fact and Conclusions of Law. Plaintiff and Defendant hereby waive the making of Findings of Fact and Conclusions of Law and Notice of Entry of Judgment in this matter and agree that the Court may enter its Decree of Divorce without notice and without further proceedings according to the terms and conditions of this Stipulation.

4. Living Restraints. The parties have been living separate and apart, and agree to continue to live separate and apart, free from any and all restraint and control by the other, whether direct or indirect.
5. No Interference. Neither Plaintiff nor Defendant shall molest or interfere with the other party nor compel nor attempt to compel the other to cohabit or dwell with him or her by any means whatsoever, by legal action or otherwise.
6. No Children. There have been no minor children born of this marriage and none are expected.
7. Taxes. The parties agree to file separately for the year 2013 and each year thereafter, thereby being individually responsible for any tax refund or tax liability associated with the year 2013 and each year thereafter.
8. Tax Advice Clause. Laurie Baird Gaffney, attorney for Plaintiff, and Michael J. Whyte, attorney for Defendant, do not hold themselves out as being experts in tax-related matters and have recommended that the parties obtain competent tax advice from an independent source.
9. Separate Property and Community Property. The parties' separate and community property shall be divided as follows. Both Plaintiff and Defendant agree that the division below is fair and equitable:
- To Plaintiff:
- Marital residence located at 291 Diamond Creek Road, Salmon, ID, subject to any indebtedness thereon
 - HES 276, parts of sections 20, 21, and 28, T24N, R19E
 - Lot 2 of Three Mile Estate subdivision
 - All inventory, materials and equipment for her glass business
 - Ilene's new vehicle
 - Ilene's separate property investment portfolio with Royal Bank of Canada
 - Ilene's personal belongings
 - Family pet Georgia
 - All other household items, home furnishings (including, but not limited to, the patio furniture, a set of brown leather easy chairs and ottomans, 8-top wood dining table

and chairs, 2 wide-screen TVs, 5 kitchen counter stools, the upstairs bookcases, bed and gun safe) and tools (including, but not limited to, John Deere mower, DR Brush Cutter, yard tools, such as the weed eater, blower, sprayer, and garden hand tools) not specifically awarded to Arden.

To Defendant:

Lot 1 of Vistas at Diamond Creek subdivision

Lot 2 of Vistas at Diamond Creek subdivision

Lot 27 Williams Lake subdivision No. 4

Lot 28 Williams Lake subdivision No. 4

2004 GMC Sierra 4x4

2013 Artic Cat ATV along with the flatbed trailer

Arden's separate property investment portfolio with Royal Bank of Canada

Gym equipment

Upstairs desktop computer

A copy of the photo files and My Documents from the office computer

Arden's furnishings, firearms, his pre-marital and inherited artwork and taxidermy mounts, his books, vinyl record collection and turntable, his personal photographs and his "press files" and other items contained on the list attached hereto as Exhibit "A"

Arden's personal belongings

The parties agree that the Plaintiff will store the Defendant's remaining property at the marital residence without charge to Defendant, until such time as Defendant retrieves the property. The Defendant shall retrieve his remaining property by April 30, 2014. If the marital residence is to be sold prior to April 30, 2014, he will retrieve his property four weeks before the closing.

10. Marital Residence. The parties own a marital residence located at 291 Diamond Creek Road, Salmon, Idaho. The parties agree that the Plaintiff shall reside and shall be awarded the marital residence as her sole and separate property. To reimburse the Defendant for any interest he might have in the marital residence, the Plaintiff shall sign a quitclaim deed in favor of the Defendant within fourteen (14) days of entry of the Decree of Divorce thereby relinquishing her interest in the community property Lot 1 Vistas at Diamond Creek subdivision and the community property Lot 27 Williams Lake subdivision. The Plaintiff agrees that she will be responsible for all mortgage and home equity loan payments, insurance liability and property tax associated with the marital

residence and the Defendant agrees that he will be responsible for all property taxes related to the Lot 1 Vistas at Diamond Creek subdivision and the Lot 27 Williams Lake subdivision.

The Plaintiff shall refinance the mortgage and the home equity loan on the marital residence within six (6) months of entry of the Decree of Divorce and will remove the Defendant's name from any liability associated with said residence. The marital residence is currently listed for sale. The Defendant shall sign a quitclaim deed in favor of the Plaintiff within fourteen (14) days of entry of the Decree of Divorce thereby relinquishing his interest in the marital residence. The Quitclaim Deed will be recorded at the time of the refinance or sooner if required by the lender to process the Plaintiff's loan or at the time of the sale of the residence, whichever occurs first.

The Defendant shall sign a quitclaim deed in favor of the Plaintiff within fourteen (14) days of entry of the Decree of Divorce regarding the HES 276, parts of sections 20, 21, and 28, T24N, R19E, thereby relinquishing his interest in this property.

11. Community Debts. The parties have acquired community debts that will be divided as follows:

To Plaintiff:

Chase mortgage on the Salmon residence

home equity loan with Chase on the Salmon residence

Any credit cards in Plaintiff's name, including Citicard with approximate balance of \$13,000.00

To Defendant:

Defendant's medical bills

Any credit cards in Defendant's name

Each party shall assume and pay such debts as indicated above and shall hold the non-assuming party free and harmless from any liability and/or expenses thereof. To the extent any debt exists which is not listed above or otherwise dealt with in this Stipulation, then the party, who incurred such debt, shall assume and pay such debt in full and hold

the non-incurring party free and harmless from any liability and/or expense thereof. Each party will share with the other all information necessary to facilitate the payments of debts.

12. Full Disclosure of Property Interests. Each party represents and warrants that he or she has made a full disclosure of all his or her property, whether community or separate, and that neither has knowledge of any other property of any kind in which the party so representing has any beneficial interest.

13. Property Apportionment. Each item of property set aside and transferred to Defendant is assigned to and taken by him with all encumbrances and other obligations to which such items may be subject. Defendant shall be responsible for and pay any taxes which may be incurred or accrue to his respective property. Each item of property set aside and transferred to Plaintiff is assigned to and taken by her with all encumbrances and other obligations to which such items may be subject. Plaintiff shall be responsible for and pay any taxes which may be incurred or accrue to her respective property.

14. Execution of Instruments. Each party shall promptly execute and deliver to the other party or any nominee or nominees of the other party, all instruments that may be necessary, convenient, or appropriate to carry into effect all the provisions of the stipulation for division and confirmation of property and mutual releases thereof.

15. Restraint. Both parties, and any agents of the parties, shall be restrained from destroying the personal property of the other party, harassing, threatening, defaming or otherwise damaging the reputation of the other party.

16. Restoration of Maiden Name. Plaintiff shall be restored to her maiden name Ilene Jill Barnett.

17. Attorney Fees and Costs. The Defendant shall pay \$7,500.00 towards the Plaintiff's attorney fees and costs. The Defendant shall make the check payable to the Plaintiff and mail it to the Plaintiff's counsel within seven (7) days of entry of the Decree of Divorce.

Approved as to form and content:


Michael J. Whyte, ISB #4645

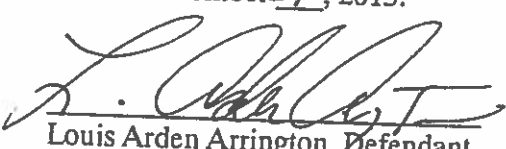
Dated: December ___, 2013.

Ilene Jill Arrington, Plaintiff

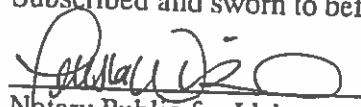
Subscribed and sworn to before this ___ day of December, 2013.

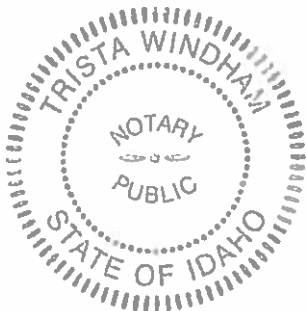
Notary Public for Idaho
Residing at:
Commission Expires:
(SEAL)

Dated: December 24, 2013.


Louis Arden Arrington, Defendant

Subscribed and sworn to before this 24 day of December, 2013.


Notary Public for Idaho
Residing at: 1313 S. Blaine St, Moscow Latah County
Commission Expires: 9/16/2019
(SEAL)



Approved as to form and content:

Michael J. Whyte, ISB #4645

Dated: December ___, 2013.

Helen Jill Arrington
Helen Jill Arrington, Plaintiff

Subscribed and sworn to before this 23 day of December, 2013.

Barbara K Slavin
Notary Public for Idaho
Residing at: Seymour, ID
Commission Expires: 1-14-2017
(SEAL)



Dated: December ___, 2013.

Louis Arden Arrington, Defendant

Subscribed and sworn to before this ___ day of December, 2013.

Notary Public for Idaho
Residing at:
Commission Expires:
(SEAL)

Stipulation for Divorce