

**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	Adjudication	Water	Adjudication
Right No(s)	Claim No(s)	Right No(s)	Claim No(s)
37.8492		AS 37.12880	

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are 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) Harrett O'Brien
4. New Owner/Claimant(s) Kinsley + Cynthia Murphy
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address PO Box 3818
- City, State and ZIP Code Keetchum, ID. 83340
- New Telephone Number 208 726-1151
5. Date you acquired the property 1990 or 1991

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

MEMORANDUM AGREEMENT

THIS AGREEMENT, Made and entered into this 14th day of April, 1972, by and between:

R. W. GROVE and VERA D. GROVE,
Husband and wife of Shoshone, Lincoln County, Idaho,
Parties of the First Part,

and

CHALMER H. MARTIN and ETHEL C. MARTIN,
Husband and wife of Shoshone, Lincoln County, Idaho,
Parties of the Second Part.

WHEREAS, the Parties of the First Part are the owners of the following described real property:

Lot One of Barlow Subdivision in R.E.S. #124 in Sections 10 and 15 of T. 5 N., R. 17 E., S.M., according to the official map of Barlow Subdivision, filed March 14, 1955, now on file in the office of the County Recorder of Blaine County, Idaho, containing 5 acres, more or less.

WHEREAS, the Parties of the Second Part are the owners of the following described real property:

Lot Two (2) of Barlow Subdivision in R.E.S. #124 in Sections 10 and 15, Township 5 North, Range 17 E.B.M., according to the official map of Barlow Subdivision, filed March 14, 1955, now on file in the office of the County Recorder of Blaine County, Idaho, containing 5 acres, more or less.

WHEREAS, there is a well, pump and well house on the common property line between First Parties property and Second Parties property from which well both parties take water and have taken water therefrom for several years last past.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED between the parties hereto that said well, pump and pump house are jointly owned by the parties hereto, and each has an undivided one-half interest therein and the right to draw, take and receive water therefrom. The parties hereto further agree that all maintenance, upkeep and replacements shall be divided equally between the parties hereto, but that each party shall maintain their own supply line from the well to their home.

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MICROFILM SYSTEMS

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that neither party shall have a cause of action against the other party for water dripping from said pump house on to the other's property.

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

[Signature]

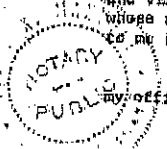
[Signature]
Parties of the First Part

[Signature]

[Signature]
Parties of the Second Part

STATE OF IDAHO)
County of LINCOLN ss.

On this 14 day of April, 1972, before me, the undersigned, a notary public in and for said state, personally appeared R. W. GROVE and VERA D. GROVE, husband and wife, 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 written.

[Signature]
Notary Public for Idaho
Residing at [Address], Idaho

STATE OF IDAHO)
County of LINCOLN ss.

On this 14 day of April, 1972, before me, the undersigned, a notary public in and for said state, personally appeared CHALMER H. MARTIN and ETHEL C. MARTIN, husband and wife, 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 written.

[Signature]
Notary Public for Idaho
Residing at [Address], Idaho



MICROFILM SYSTEMS

No. 1432-52

Memorandum Agreement

Roll. Grove, Ill.
and

Palmer R. Weston, Ill.

Roll. Grove

11-01-06

Roll. Grove

Agreement to

Marine Line

Roll. Grove

2004

ORIGINAL IN RED

SETTLEMENT AGREEMENT

This Settlement Agreement is made this 6th day of July, 1989, by and between GARRETT O'BRIEN, M.D. ("O'Brien") and DOUGLAS M. CHRISTENSEN and ANN L. CHRISTENSEN, husband and wife ("Christensen").

RECITALS

1. O'Brien is the owner of certain real property described as follows:

Lot 1 of BARLOW SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 105687, records of Blaine County, Idaho. ("Lot 1")

2. Christensen is the owner of certain real property described as follows:

Lot 2 of BARLOW SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 105687, records of Blaine County, Idaho. ("Lot 2")

3. There is located on the common property line between the above-described real properties a wall, a pump and a pump house. At the present time, the pump house is connected to and a part of the main house structure built upon Lot 1 (the single structure consisting of the well, pump, pump house and the main house are both referred to as "Improvements").

4. There is also a fence upon Lot 2 which purports to divide the two properties but which is not in fact located on the common boundary line.

5. The well, pump and pumphouse were the subject of that certain Memorandum Agreement, dated April 14, 1972, recorded on April 18, 1972, as Instrument No. 143252, records of Blaine County, Idaho.

6. A dispute has arisen as to whether the Improvements encroach upon Lot 2, and Christensen has initiated a legal proceeding entitled Douglas M. Christensen and Ann L. Christensen V. Garrett O'Brien, Blaine County Case No. 14793, (the "action").

7. Christensen and O'Brien desire to settle this dispute and, accordingly, the following agreement is made

SETTLEMENT AGREEMENT/Page 1

308223
BLAINE CO. REQUEST
agreement
AUG 3 PM 2:11
MARY GREEN, CLERK
FEES \$15.00

AGREEMENT

1. O'Brien, shall direct First American Title Insurance Company pursuant to coverage afforded under its policy of title insurance no. H-218087, concurrent with the full execution hereof, to deliver to Christensen the sum of Six Thousand Five Hundred Dollars (\$6,500.00).

2. Christensen, upon receipt of this sum, shall cause the action to be dismissed with prejudice. Christensen agrees to execute the necessary releases, if any, as required by First American Title Insurance Company to effectuate payment of the aforesaid sum.

3. The Improvements on Lot 1 now encroach upon Lot 2 by approximately 4.7 feet at the foundation and 7.9 feet at the roof eaves, as generally depicted upon that certain topography map of Lot 2, Barlow Subdivision, dated February 10, 1988, prepared by Puchner Engineering, which topography map is attached hereto as Exhibit "A" and incorporated herein by this reference. Said encroachments shall be permitted to continue and Christensen and hereby grants to O'Brien and his successors and assigns, an easement in perpetuity, for that purpose PROVIDED, HOWEVER, Christensen may relocate, at Christensen's sole expense, without right of contribution from O'Brien, the fence described above to the surveyed property line as depicted upon the aforementioned topography map. The fence relocation shall be undertaken only in the presence of O'Brien after thirty (30) days written notice to O'Brien, but not sooner than June 1, 1989, and without damage to O'Brien's property, real or personal. The easement herein granted shall run with and burden title to Christensen's land and shall be binding upon the parties hereto, their successors and assigns.

4. Christensen, for the consideration as herein set forth, further hereby releases and quitclaims to O'Brien all right, title and interest which Christensen may have in and to the improvements, including, without limitation, any right, title and interest under the Memorandum Agreement referred to in paragraph 5 of the recitals, above.

5. O'Brien, as additional consideration hereunder, grants Christensen the right to relocate telephone wires and/or power lines underground on Lot 1, provided that any such relocation, in its entirety, shall be at the sole expense of Christensen without right of contribution from O'Brien, and shall be undertaken only in the presence of O'Brien upon thirty (30) days written notice, and not sooner than June 1, 1989, and without damage to any property, real or personal, of O'Brien.

6. This settlement agreement supersedes the Memorandum Agreement described above. The common boundary line between the two properties shall remain as set forth in the aforementioned topography map -- no shift of the common boundary line occurs by reason of this Agreement.

7. Each party shall be responsible for its attorneys' fees resulting from this dispute and the settlement hereof, provided that in the event of any suit or proceeding by either party herein against the other party, attempting to enforce any right herein granted, the losing party in such suit or proceeding shall pay to the prevailing party such sum or sums as the court shall adjudge reasonable, in such suit or proceeding, for attorneys' fees, including such fees on appeal, for such prevailing party.

8. There shall be no adjustment between the parties as regards any and all real property taxes and assessments. The parties consent and request that the owners of Lot 1 and Lot 2, respectively, shall continue to pay any such taxes and assessments levied on their respective lots.

9. The parties acknowledge and agree that the law firm of Lawson & Peebles has represented only O'Brien in all matters pertaining to this agreement, and that the law firm of Hogue, Speck & Aarnestad has represented only Christensen in all matters pertaining to this agreement. It is mutually understood and agreed that no presumption shall be deemed to exist in favor of or against any party hereto as a result of the preparation and/or negotiation of this agreement.

10. Every provision of this agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this agreement.

11. This agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. This agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

13. This agreement shall be construed in accordance with the laws of the State of Idaho.

14. This Agreement is not to be interpreted as an admission of liability on the part of any party hereto. The undersigned merely intend to avoid litigation through this Agreement with no admission or denial of liability.

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EXECUTED the day and year first above written.

Garrett O'Brien, M.D.
GARRETT O'BRIEN, M.D.

Douglas M. Christensen
DOUGLAS M. CHRISTENSEN

Ann L. Christensen
ANN L. CHRISTENSEN

STATE OF Idaho }
County of Blaine } ss.

On this 6th day of July, 1989, before me, the undersigned, a Notary Public in and for said county and state, personally appeared GARRETT O'BRIEN, M.D., known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Ernest L. Fallon
Notary Public for Idaho
Residing at Blaine County

STATE OF Idaho }
County of Blaine } ss.

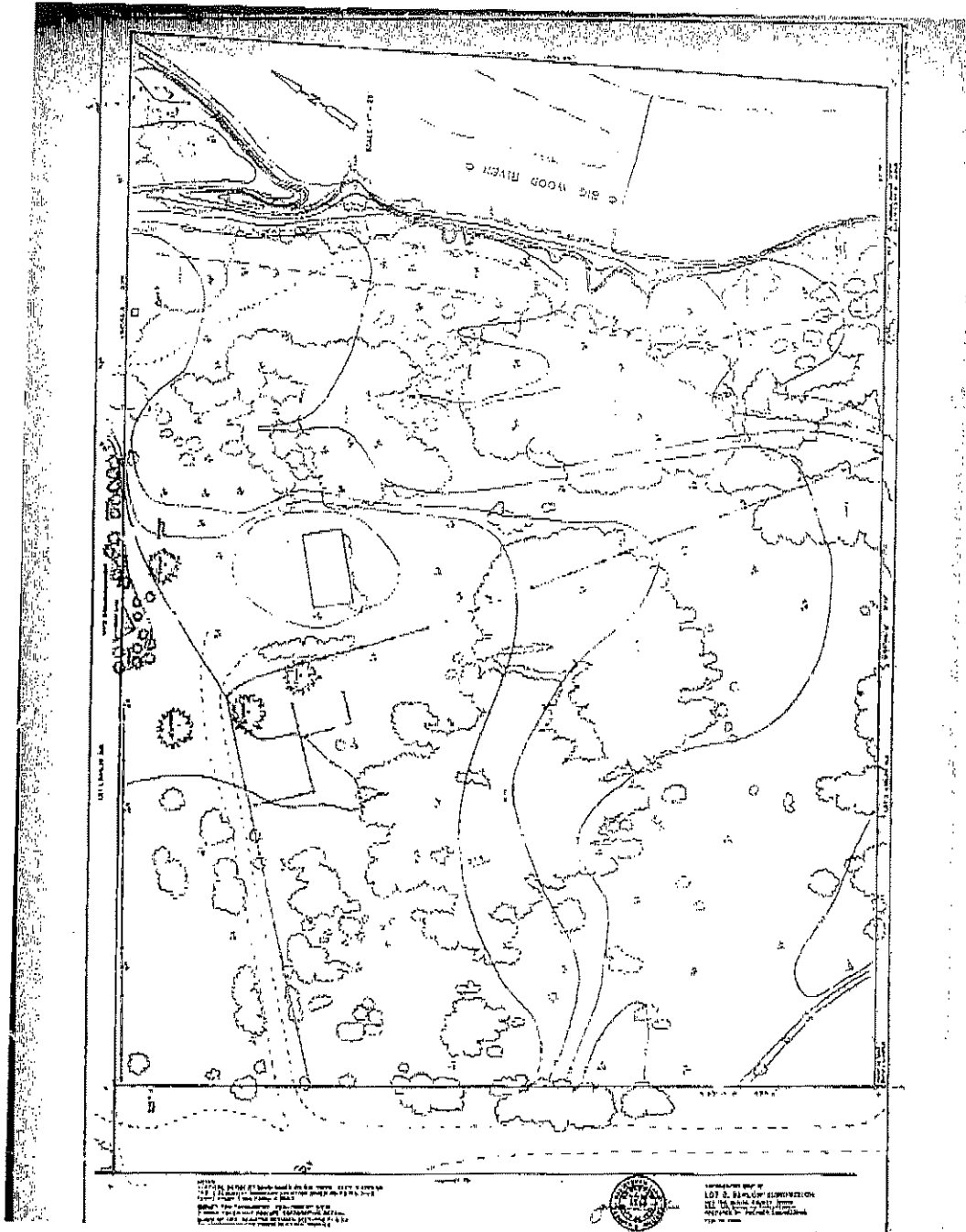
On this 20th day of July, 1989, before me, the undersigned, a Notary Public in and for said county and state, personally appeared DOUGLAS M. CHRISTENSEN and ANN L. CHRISTENSEN, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Ernest L. Fallon
Notary Public for Idaho
Residing at Blaine County

blb/cx/obrien.set

SETTLEMENT AGREEMENT/Page 4



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
David S. Zuckerman, Esq.
Fornaciari, Zuckerman & McQuillier
Embarcadero Center, Suite 1610
San Francisco, CA 94111
MAIL TAX STATEMENTS TO:
Kingsley H. Murphy and
Cynthia B. Murphy, Trustees
60 Fairway Drive
San Rafael, CA 94901

Mary Green

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

The undersigned grantors declare:
Documentary transfer tax is \$-0-

Transfer by Grantors to Revocable
Living Trust of which Grantors are
the sole Trustees and Beneficiaries.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
KINGSLEY H. MURPHY AND CYNTHIA B. MURPHY, HUSBAND AND WIFE

hereby GRANT, BARGAIN, SELL, CONVEY AND WARRANT unto KINGSLEY H.
MURPHY, III AND CYNTHIA B. MURPHY, (as TRUSTEES OF
THE MURPHY FAMILY REVOCABLE TRUST DATED 11/12/86

the following described real property in the County of Blaine, State of Idaho:

LOT 1 OF BARLOW SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF,
RECORDED AS INSTRUMENT NO. 105687, RECORDS OF BLAINE COUNTY, IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said
Grantee and its assigns forever. And the said Grantors do hereby covenant, do
and with the said Grantee, that they are the owners in fee simple of said
premises; that said premises are free from all incumbrances and that they
will warrant and defend the same from all lawful claims whatsoever.

It is the Grantors' intent that the foregoing property shall remain the
community property of Kingsley H. Murphy and Cynthia B. Murphy.

Dated June 2, 1994

KINGSLEY H. MURPHY

CYNTHIA B. MURPHY

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

On this 2nd day of June, 1994, before me, Susan T. Stratton, a
Notary Public in and for the City and County of San Francisco, State
of California, personally appeared Kingsley H. Murphy and
Cynthia B. Murphy, personally known to me OR moved in and
on the basis of satisfactory evidence to be the persons whose names
are subscribed to the within instrument and acknowledged to me that
they executed the same in their authorized capacities, and that by
their signatures on the instrument, the persons, or the entity, upon
behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Susan T. Stratton, Notary Public

MURKWAR.EM4

CAPACITY CLAIMED BY SIGNERS

☒ INDIVIDUALS
☐ CORPORATE OFFICER(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ SUBSCRIBING WITNESS
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)

