



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

October 17, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

WILLIAM F MC MURREY
4141 WILLOW CREEK RD
EAGLE ID 83616

RE: Change in Ownership for Water Right No. 63-5029

Dear Interested Parties:

The Department of Water Resources received a Notice of Change in Water Right Ownership on March 14, 2007. After reviewing the documents submitted, it was noted that sufficient documentation to make this change was not included. A letter was sent to you on June 6, 2007 regarding this matter.

In order to make this change, we need legal documentation showing the removal of Kristine B Mc Murrey from this water right. This documentation also needs to include the **legal description of the property by ¼ ¼, Section, Township and Range**. In addition, effective July 1, 2000, there is a filing fee of \$25 per water right, in which the Partial Decree has been issued by the SRBA Court. The partial decree has been issued on the water right referenced above

We are returning the Notice and its attachments, as we have not received the appropriate information. Copies of your ownership change request will be kept in our files for reference.

If, at a later date, you wish to reinstate this request you may send the enclosed ownership change request form along with the required support data we will be able to review &/or complete the request for you.

If you have any questions regarding this matter, please call this office at (208) 334-2190.

Sincerely,

Denise Buffington
Administrative Assistant

Enclosure

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
23-05029					

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) Kristina B McMurray
William F McMurray
4. New Owner/Claimant(s) William F McMurray
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 4141 Willow Creek Rd
- City, State and ZIP Code Boyle, ID 83616
- New Telephone Number 208) 761-6134
5. Date you acquired the property 07-04-86

RECEIVED

MAR 19 2007

WATER RESOURCES
WESTERN REGION

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)

William M. B.

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.

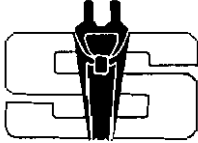
For Office Use Only
 Received by Southern Date 3-14-07 Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

chay

PAGE 1
Jan-02-2007

File No.

	Finished area above grade contains:	0	Diameter	0	0.000000	0.00	0.00	0.700	-	-	-	-
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STEWART TITLE
8660 W. Emerald, Suite 142
Boise, ID 83704
Phone (208) 373-0009 / (800) 573-3310
Fax (208) 377-0285

LOAN ESCROW INSTRUCTIONS

Date: July 06, 2001

Escrow No: 01011569

Property Location: 4141 WILLOW CREEK ROAD
EAGLE, ID 83616

Borrower: WILLIAM F. MCMURREY, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

WE THE UNDERSIGNED, hereby deposit with you the following documents which you are instructed to either hold for future delivery or record pursuant to the within instructions:

Loan Documents of: HP EMPLOYEES FEDERAL CREDIT UNION

YOU ARE HEREBY authorized to record and/or deliver the above documents only when you are in a position to:

- X 1. Issue an ALTA Loan Policy of Title Insurance subject only to those exceptions numbered 9, 11-18 as contained in Schedule B of that certain Commitment for Title Insurance issued as Title No. 01011569 CG/CJS by Agent.
- N/A 2. And/or issue a Limited Liability Policy of Title Insurance.
- X 3. Pay in good funds the sums outlined in the Borrowers Final Closing Statement to the parties entitled thereto. THE UNDERSIGNED have reviewed and hereby approved the Commitment for Title Insurance on the above referenced property issued by Stewart Title under the above referenced order number; with an effective date of May 02, 2001 . Stewart Title is authorized to act upon any document believed by it to be genuine and to be signed by the proper party or parties, and will incur no liability in so acting.
- N/A 4. Pay in good funds the sums outlined in the Settlement Statement to the parties entitled thereto. THE UNDERSIGNED have reviewed and hereby approve the Lot Book Report on the above referenced order number, with an effective date of May 02, 2001 . Stewart Title Guaranty Company is authorized to act upon any document believed by it to be genuine and to be signed by the proper party or parties, and will incur no liability in so acting.

WHEN the appropriate funds have been collected and you are prepared to disburse them pursuant to the Closing Statement approved by the undersigned, then you are instructed to follow the above instructions, subject to the following conditions or requirements:

THE UNDERSIGNED FURTHER instructs you to deliver any documents held in escrow and to follow the above instructions so long as you receive consistent instructions from all parties.

DUE TO THIS ESCROW the following additional matters shown:

(Continued on Next Page)

AFFIDAVITS AND INDEMNITY AS TO DEBTS, LIENS, AND POSSESSION

(USE SEPARATE FORM FOR EACH PARTY)

(TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER
IN HIS/HER OWN HANDWRITING)

GF# 01011569

SUBJECT PROPERTY: 4141 WILLOW CREEK ROAD, EAGLE, ID 83616

STATE OF IDAHO

COUNTY OF Ada

BEFORE ME, the undersigned authority, on this day personally appeared:

WILLIAM F. MCMURREY, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

personally known to me to be the person whose name is subscribed hereto and upon his/her oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him/her and that the marital status of Affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for lighting and plumbing fixtures, water heaters, floor furnaces, heaters, air conditioners, built-in fireplace screens, installed outdoor cooling equipment, swimming pool equipment, built-in kitchen equipment, satellite dish, radio or television antennae, garage door openers, carpeting, rugs, lawn sprinkling systems, venetian blinds, curtains and rods, window shades, draperies and rods, valances, screens, shutters, awnings, mirrors, ceiling fans, attic fans, mail boxes, security and fire alarm detection equipment, water softener, electric appliances, fences, street paving, or any payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Creditor	Approximate Amount
<i>NONE</i>	

(If NONE, write "NONE" on blank line)

2. No loans, unpaid judgments, or liens (including Federal or State Liens or Judgment Liens) and no unpaid association, government or real estate taxes, charges or assessments of any kind on such property except the following:

Creditor	Approximate Amount
<i>NONE</i>	

(If NONE, write "NONE" on blank line)

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the construction of improvements have been fully paid and satisfied, except the following:

NONE

(If NONE, write "NONE" on blank line)

4. No leases, contracts to sell the land, or parties in possession other than Affiant except as follows:

NONE

(If NONE write NONE on blank line)

- *5. To be filled in if a sale - *The Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or Social Security number) is: _____ . Seller's address (office address, if Seller is an entity; home address if Seller is an individual) is: _____

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER AND/OR TITLE COMPANIES (INCLUDING STEWART TITLE GUARANTY COMPANY) IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS, CLAIMS, OR RIGHTS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS, CLAIMS, OR RIGHTS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION OR ATTACHMENT DATE PRIOR TO THE CLOSING OF THIS TRANSACTION AND RECORDING OF THE DEED AND MORTGAGE.

I realize that the purchaser and/or Lender and Title Companies in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and issuing title policies and would not purchase same or lend money or issue a title policy thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

William F. McMurrey