

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED  
DEC 18 2014  
Department of Water Resources  
Eastern Region

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.

| Water Right/Claim No. | Split?                       | Water Right/Claim No. | Split?                       | Water Right/Claim No. | Split?                       |
|-----------------------|------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|
| 35-10709              | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Ronald D. Murdock  
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):  
Name of each new owner as listed on the conveyance document  
Flagtown Ag, LLC, an Idaho Limited Liability Company  
New owner continued Name connector ☐ and ☐ or ☐ and/or  
1065 W 125 N  
Mailing address  
Blackfoot ID 83221  
City State ZIP  
208-680-7502  
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: 11/13/2014

6. 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):
  - \$25 per *undivided* water right.
  - \$100 per *split* water right.
  - No fee is required for pending adjudication claims.

7. Signature: Ronald D. Murdock Flagtown Ag, LLC  
Signature of new owner/claimant Ronald D. Murdock, Manager Dec 15, 2014  
Date  
Signature: Steven H. Murdock  
Signature of new owner/claimant Steven H. Murdock, Manager 12/15/14  
Date

For IDWR Office Use Only:

Received by JB Date 12/18/14 Receipt No. E040513 Receipt Amt. \$175.-  
Approved by JB Processed by JB Date 1/15/2015 \$25 for this app.

RECORDING REQUESTED BY:

Baker & Harris  
266 W Bridge  
Blackfoot, ID 83221

Instrument # 662818

BINGHAM COUNTY, IDAHO  
2014-11-13 02:27:07 PM No. of Pages: 7  
Recorded for: BAKER & HARRIS  
SARA J. STAUB Fee: \$28.00  
Ex-Officio Recorder Deputy JPulley  
Index To: DEED  
Electronically Recorded by Simplifile

space above this line for Recording use only

### GRANT DEED

THIS INDENTURE, made this 13<sup>th</sup> day of November, 2014, between RONALD D. MURDOCK and RAMONA MURDOCK, husband and wife, and STEVEN H. MURDOCK and LYNNETTE MURDOCK, husband and wife, and RONALD D. MURDOCK, as his sole and separate property, and STEVEN H. MURDOCK, as his sole and separate property, Grantors, and FLAGTOWN AG, LLC, an Idaho Limited Liability Company, of 1065 W 125 N, Blackfoot, Idaho 83221, Grantees.

WITNESSETH: That the said Grantor, for good and valuable consideration paid by the said Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Grantee, and to its successors and assigns all the certain land situate, lying and being in the County of Bingham, State of Idaho, described as follows, to wit:

#### PARCEL 1:

Township 3 South, Range 34 E.B.M., Bingham County, Idaho  
Section 5: N1/2 of Lots 3 and 4

The premises being transferred include all pumps affixed thereto, including, but no limited to, the following:

Two 25 Horsepower Pump, etc.

Together with Water Right No. 35-7792.

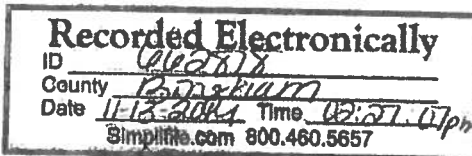
#### PARCEL 2:

Township 2 South, Range 34 E.B.M., Bingham County, Idaho  
Section 29: The NW1/4SE1/4 lying North and West of the Canal Road.

#### PARCEL 3:

Township 2 South, Range 34 E.B.M., Bingham County, Idaho  
Section 29: S1/2NW1/4

RECORDING REQUESTED BY:  
Baker & Harris  
266 W Bridge  
Blackfoot, ID 83221



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Township 2 South, Range 34 E.B.M., Bingham County, Idaho  
Section 29: The NW1/4SE1/4 lying North and West of the Canal Road.

#### PARCEL 3:

Township 2 South, Range 34 E.B.M., Bingham County, Idaho  
Section 29: S1/2NW1/4

PARCEL 4:

Township 2 South, Range 34 E.B.M., Bingham County, Idaho  
Section 29: N1/2SW1/4

EXCEPTING:

A portion of the NE1/4SW1/4, Section 29, Township 2 South, Range 34 E.B.M., Bingham County, Idaho, described as:

Beginning at a point S. along the North-South centerline of said Section 29, 350 feet from the center of said Section 29, and running thence W. at right angles 208.71 feet; thence S. parallel to the North-South centerline of said Section 208.71 feet; thence E. at right angles thereto 208.71 feet to the North-South centerline of said Section 29, and running thence N. along said centerline 208.71 feet to the point of beginning.

Together with an easement for ingress and egress to and from said land across a 30-foot wide strip of land 15 feet adjacent to and on either side of the North-South centerline of said Section 29 extending from the S. Line of the hereinabove described tract and running Southerly to the North line of a county road.

PARCEL 5:

A portion of the NW 1/4 SE 1/4 of Section 29, Township 2 South, Range 34 E.B.M., Bingham County, Idaho described as:

Commencing at a point 75 feet N of SE corner of NW1/4SE1/4 Section 29, Township 2 South, Range 34 E.B.M., and running thence due N 260 feet, more or less, to right-of-way of Peoples Canal; thence Southwesterly along said right-of-way to its intersection with S. Line of said NW1/4SE1/4; thence due E 790 feet, more or less, to right-of-way of Aberdeen Branch of Oregon Short Line RR; thence Northeasterly along said right-of-way to point of beginning.

PARCEL 6:

Township 2 South, Range 34 E.B.M., Bingham County, Idaho  
Section 29: SE1/4SW1/4

EXCEPTING:

That portion lying South and East of the right-of-way of the railroad,  
AND EXCEPT: The rights-of-way of the Peoples Canal and the  
Aberdeen-Springfield Canal Company.

PARCEL 7:

Township 2 South, Range 34 E.B.M., Bingham County, Idaho

Section 29: SW1/4SE1/4 lying North and West of the right-of-way of the rail  
road.

EXCEPTING:

The rights-of-way of the People's Canal and Aberdeen-Springfield  
Canal Company.

PARCEL 8:

Township 2 South, Range 34 E.B.M., Bingham County, Idaho

Section 29: All that portion of the SW1/4SW1/4 of lying between the Aberdeen-  
Springfield Canal, and the People's Canal.

Together with Water Right Numbers 35-8962; 35-13486; and 35-10709.

PARCEL 9:

Township 2 South, Range 34 E.B.M., Bingham County, Idaho

Section 32: SW1/4NW1/4

PARCEL 10:

Township 2 South, Range 34 E.B.M., Bingham County, Idaho

Section 32: NW1/4SW1/4

EXCEPTING:

A portion of the NWSW1/4 of Section 32, Township 2 South, Range  
34 E.B.M., Bingham County, Idaho described as:

Beginning at a point on the West line of a County Road that is N.  
89°35'44" W. along the Section line 3952.05 feet and N. 00°00'59"  
W. along the center line of a County Road 2335.42 feet and S.

89°59'01" W. 25 feet from the SE corner of said Section 32, and running thence N. 00°00'59" W. along said road right-of-way 245 feet, thence S. 89°59'01" W. 136.37 feet, thence S. 00°00'59" E. 245 feet thence N 89°59'01" E. 136.37 feet to the point of beginning.

PARCEL 11:

Commencing at a point 25 feet N. of the SE corner of Lot 2, of said Section 32, Township 2 South, Range 34 E.B.M., Bingham County, Idaho, and running thence N. 1384 feet; thence W. 1085 feet; thence S. 499 feet; thence W. 235 feet; thence S. 885 feet; thence E. 1320 feet to the point of beginning.

PARCEL 12:

Township 2 South, Range 34 E.B.M., Bingham County, Idaho  
Section 32: Lot 3 and a strip of land along the Southerly side of the NE1/4SW1/4 of said Section as follows:

Commencing at a point 16-3/4 rods due W. from the NE corner of said Lot 3; thence running W. on the N. line of said lot 3 to the NW corner of said Lot 3; thence due N. 6-3/4 rods, thence due E. 63-1/4 rods; thence due S. 6-3/4 rods to the place of beginning. EXCEPTING a strip of land 30 feet wide along entire West side of said Lot 3 and the foregoing tract; ALSO EXCEPTING a strip of land 18 feet wide along Easterly side of said Lot 3 for a distance of 57 rods for a right-of-way ditch and road; ALSO EXCEPTING a tract of land in the NE corner of said Lot 3 described as: Commencing at the NE corner of said Lot 3 and running thence S. on the East line of said Lot 3, 23 rods; thence due W. 16 3/4 rods; thence due N. 23 rods; thence due E. on the North line of said Lot 3, 16 3/4 rods to the point of beginning.

ALSO EXCEPTING:

Also, Beginning at the SE corner of Lot 3, in said Section 32, Township 2 South, Range 34 E.B.M., Bingham County, Idaho, and running West along the section line 315 feet; thence North at right angles 115 feet; thence East at right angles 315 feet; thence South at right angles 115 feet to the point of beginning.

ALSO EXCEPTING:

A portion of the SW1/4, Township 2 South, Range 34 E.B.M., Bingham County, Idaho, beginning at a point that is N 89°35'44" W. 9.64 feet and N. 00°09'31" W. 698.81 feet from the S1/4 corner of said Section 32, and running thence S 89°50'04" W. 312.27 feet;

thence N. 01°14'12" E. 249.70 feet; thence N. 89°50'04" E 306.19 feet; thence S. 00°09'31" E. 249.63 feet to the point of beginning.

ALSO EXCEPTING:

A portion of the SW1/4, Township 2 South, Range 34 E.B.M., Bingham County, Idaho described as:

Beginning at a point that is N. 89°35'44" W. 9.64 feet and N 00°09'31" W. 948.44 feet and S. 89°50'04" W. 252.89 feet from the S1/4 corner of said Section 32, and running thence S. 89°50'04" W. 53.3 feet; thence N. 00°21'34" W. 484.39 feet; thence N. 89°50'04" E. 53.3 feet; thence S. 00°21'34" E. 484.39 feet to the point of beginning.

PARCEL 13:

Township 2 South, Range 34 E.B.M., Bingham County, Idaho  
Section 32: W1/2NE1/4

EXCEPTING:

A parcel of land located in the Northeast Quarter of Section 32, Township 2 South, Range 34 E.B.M., Bingham County, Idaho more Particularly described as follows:

Commencing at the Northeast corner of said Section 32, thence along North line of said Section 32, North 89°12'16" West 1753.85 feet to the Point of Beginning; thence South 00°47'44" West 260.00 feet; thence South 43°53'32" West 164.34 feet; thence North 89°12'16" West 170.00 feet; thence North 00°47'44" East 380.00 feet, more or less, to said North line of Section 32; thence along said North line of Section 32, South 89°12'16" East 282.28 feet to the Point of Beginning.

EXCEPTING therefrom the N. 25 feet for County Road.

Together with Water Right Numbers 35-2670B; 35-2670C; and 35-4250.

Together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

Subject to all existing rights-of-ways for public highways, protective covenants, utility lines, existing roadways, irrigation ditches and all building, zoning and other restrictions of use and all encumbrances of record.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

IN WITNESS WHEREOF, the said Grantors hereunto subscribed their names to this instrument the day and year first above written.

Ronald D. Murdoch

## Ronald D. Murdock

Ramona E. Murdoch

**Ramona Murdock**

Steven H. Margoch

## Steven H. Murdock

Lyndie Munday

**Lynnette Murdock**

Ronald D. Munk

**Ronald D. Murdock, Individually**

James H. Murdoch

Steven H. Murdock, Individually

STATE OF IDAHO )  
 ) ss:  
County of Bingham )

On this 13 day of November, 2014 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared RONALD D. MURDOCK and RAMONA MURDOCK, 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 first above written.

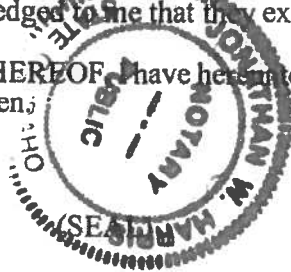


Notary Public for Idaho  
Residing at Blackfoot  
My Commission Expires 4/22/2016

STATE OF IDAHO )  
 ) ss:  
County of Bingham )

On this 12 day of November, 2014 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared STEVEN H. MURDOCK and LYNNETTE MURDOCK, 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 first above written.



[Signature]  
Notary Public for Idaho  
Residing at Blackfoot  
My Commission Expires 4/22/2016

STATE OF IDAHO )  
 ) ss:  
County of Bingham )

On this \_\_\_\_\_ day of November, 2014, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared RONALD D. MURDOCK, as his sole and separate property, 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 seal, the day and year first above written.



[Signature]  
Notary Public for Idaho  
Residing at Blackfoot  
My Commission Expires 4/22/2016

STATE OF IDAHO )  
 ) ss:  
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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



[Signature]  
Notary Public for Idaho  
Residing at Blackfoot  
My Commission Expires 4/22/2016

**OPERATING AGREEMENT  
OF  
FLAGTOWN AG, LLC**

This Operating Agreement of FLAGTOWN AG, LLC an Idaho limited liability company organized pursuant to the Idaho Limited Liability Company Act is entered into and shall be effective as of the date of this agreement, by and among the Company and the persons executing this Agreement as members.

**ARTICLE 1.  
FORMATION**

1.1 ORGANIZATION: The members hereby organize the company as an Idaho limited liability company pursuant to the provisions of the Idaho Limited Liability Company Act.

1.2 AGREEMENT: For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, the members executing the Operating Agreement hereby agree to the terms and conditions of the Operating Agreement, as it may from time to time be amended.

1.3 NAME: The name of the company is FLAGTOWN AG, LLC, and all business of the company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

1.4 REGISTERED AGENT AND PRINCIPAL OFFICE: The registered agent for the service of process shall be Ronald Murdock, 1065 W. 125 N., Blackfoot, ID 83221.

1.5 PRINCIPAL OFFICE: The principal office of the company shall be located at 1065 W. 125 N., Blackfoot, ID 83221.

**ARTICLE 2.  
NATURE OF BUSINESS**

2.1 LAWFUL ACTIVITIES: The company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the company may do business.

**ARTICLE 3.  
NAMES AND ADDRESSES OF MEMBERS**

3.1 NAMES AND ADDRESSES OF MEMBERS: The names and addresses of the initial members are as follows:

Ronald Murdock  
1065 W. 125 N.  
Blackfoot, ID 83221

Steven Murdock  
1050 West Highway 39  
Blackfoot, ID 83221

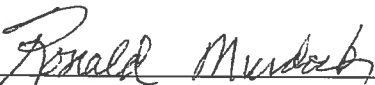
successors and assignees. The operating Agreement is expressly not intended for the benefit of any creditor of the company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Operating Agreement or any agreement between the company and any member with respect to any capital contribution or otherwise.

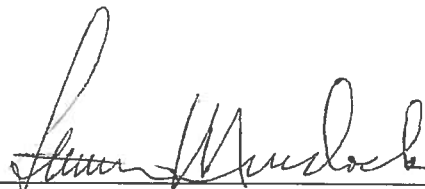
ARTICLE 10.  
DISSOLUTION OF LLC

10.1 DISTRIBUTION OF ASSETS UPON DISSOLUTION: The members agree that in the event of a dissolution of this LLC or upon the financial insolvency of any party hereto or in the event of the termination of the business arrangement between the members of this LLC, the LLC shall (subject to any applicable provisions of section 704(b) of the Internal Revenue Code and other applicable federal and state law) distribute its assets as follows:

- 10.1.1 First, the LLC shall pay (or make adequate provision to pay) its creditors.
- 10.1.2 Second, the LLC shall distribute its assets to members in satisfaction of its liabilities for distributions to them under Article 6.
- 10.1.3 Third, the LLC shall distribute its assets to members for the return of their contributions.
- 10.1.4 Fourth, the LLC shall distribute its assets to members in accordance with their right to share in distributions of its assets under Article 6.

Effective the 15<sup>TH</sup> day of December, 2014.

  
\_\_\_\_\_  
Ronald Murdock

  
\_\_\_\_\_  
Steven Murdock