

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 06 2013

Department of Water Resources
Eastern Region

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
29-14059	(Split) Yes ☒	29-14059, 29-14068	Yes ☐	+ 29-14071	Yes ☐
29-14061	(Split) Yes ☒	29-14061, 29-14072	Yes ☐	+ 29-14075	Yes ☐
29-14063	(Split) Yes ☒	29-14063, 29-14076	Yes ☐	+ 29-14079	Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

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

3. New Owner(s)/Claimant(s): Seth D. Scott
Name of each new owner as listed on the conveyance document
Tara Scott
New owner continued Name connector ☐ and ☐ or ☒ and/or

Mailing address
2025 Sunrise Way Pocatello Idaho 83201
City State ZIP
208-251-2351 sethscott90@gmail.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: July 12, 2012

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: [Signature] Title, if applicable: [Signature] Date: 3-29-13
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by: [Signature] Date: 5/6/2013 Receipt No.: E038663 Receipt Amt.: \$75. -
Approved by: [Signature] Processed by: MH Date: 5/24/2013 total \$300. -

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
2240 E. Center
Pocatello, ID 83201

OFFICIAL RECORD BK# 967
BANNOCK COUNTY IDAHO

FEE 19.00 DEPUTY BM
RECORDED AT REQUEST OF

First American Title - Pocatello

21211684

2012 Jul 13 PM 04:07:44

Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **424855-P (ts)**

Date: **July 12, 2012**

For Value Received, **Vickey Lee Abbott, Personal Representative of the Estate of Norris Martin Murdock, deceased**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Seth Scott and Tara Scott, husband and wife**, hereinafter called the Grantee, whose current address is 2025 Sunrise, Pocatello, ID 83201, the following described premises, situated in **Bannock County, Idaho**, to-wit:

TS
DS

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

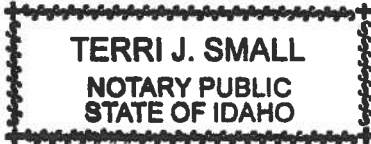
TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

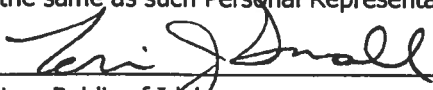
Vickey Lee Abbott, Personal Representative
of the Estate of Norris Martin Murdock,
deceased

Vickey Lee Abbott, Personal Rep.
Vickey Lee Abbott, Personal Representative

STATE OF Idaho)
)
) ss.
COUNTY OF Bannock)

On this **Thirteenth day of July, 2012**, before me, a Notary Public in and for said State, personally appeared **Vickey Lee Abbott**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Personal Representative of the Estate of **Norris Martin Murdock**, and acknowledged to me that she executed the same as such Personal Representative.





Notary Public of Idaho
Residing at: Pocatello, Idaho
Commission Expires: 4-28-2017

EXHIBIT A

Instrument: 21211684 Page:0

PARCEL 1:

A PARCEL OF LAND LOCATED IN SECTION 23, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 23, FROM WHICH THE NORTHWEST CORNER OF SECTION 23 BEARS NORTH 00°09'10" WEST 2648.04 FEET; THENCE NORTH 00°09'10" WEST 448.16 FEET ALONG THE WEST LINE OF SAID SECTION 23 TO A 5/8" REBAR WITH CAP LABELED, "A.A. HUDSON, PLS 13173", THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°09'10" WEST 875.87 FEET ALONG SAID WEST LINE TO A FOUND REBAR WITH CAP LABELED PLS 13173 SET ON THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°11'06" EAST 1311.47 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO A FOUND PIPE SET ON THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 00°13'04" WEST 449.84 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO A 5/8" REBAR WITH CAP;

THENCE NORTH 89°46'56" WEST 1056.23 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 06°37'59" WEST 404.43 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 20°03'49" WEST 50.00 FEET TO A 5/8" REBAR WITH CAP; THENCE WEST 187.20 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

TRACT A: SUBJECT TO AND TOGETHER WITH A UTILITY EASEMENT AND A 15.00 FOOT WIDE EASEMENT TO ACCESS AND MAINTAIN AN IRRIGATION LINE FROM THE RAPID CREEK SOURCE BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE LOCATED IN SECTIONS 22 AND 23, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 22, FROM WHICH THE NORTHEAST CORNER OF SECTION 22 BEARS NORTH 00°09'10" WEST 2648.04 FEET; THENCE NORTH 00°09'10" WEST 327.83 FEET ALONG THE EAST LINE OF SAID SECTION 22 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°09'10" WEST 996.19 FEET TO A FOUND 5/8" REBAR WITH CAP SET ON THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22.

SIDELINES OF THE ABOVE DESCRIBED EASEMENT ARE TO LENGTHEN OR SHORTEN AS REQUIRED TO BEGIN ON A LINE RUNNING NORTH 62°19'35" WEST AND SOUTH 62°19'35" EAST FROM THE POINT OF BEGINNING AND END ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23 AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22.

TRACT B: ALSO SUBJECT TO AND TOGETHER WITH A 15.00 FOOT WIDE EASEMENT TO ACCESS AND MAINTAIN AN IRRIGATION LINE FROM THE RAPID CREEK SOURCE BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE LOCATED IN SECTION 23, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 23, FROM WHICH THE NORTHWEST CORNER OF SECTION 23 BEARS NORTH 00°09'10" WEST 2648.04 FEET; THENCE NORTH 00°09'10" WEST 448.16 FEET ALONG THE WEST LINE OF SAID SECTION 23 TO A 5/8" REBAR WITH CAP LABELED, "A.A. HUDSON, PLS 13173", THE TRUE POINT OF

BEGINNING; THENCE EAST 348.57 FEET.

SIDELINES OF THE ABOVE DESCRIBED EASEMENT ARE TO LENGTHEN OR SHORTEN AS REQUIRED TO BEGIN ON THE WEST LINE OF SAID SECTION 23 AND END PERPENDICULAR TO THE END POINT OF THE ABOVE DESCRIBED PARCEL.

TRACT C: TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, ACROSS THE PARCEL DIRECTLY SOUTH OF THE ABOVE DESCRIBED PARCEL AND LOCATED IN SECTION 23, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 23, FROM WHICH THE NORTHWEST CORNER OF SECTION 23 BEARS NORTH 00°09'10" WEST 2648.04 FEET; THENCE NORTH 00°09'10" WEST 228.28 FEET ALONG THE WEST LINE OF SAID SECTION 23 TO A 5/8" REBAR WITH CAP LABELED, "A.A. HUDSON, PLS 13173" SET ON THE NORTHERLY RIGHT OF WAY LINE OF JACKSON CREEK ROAD; THENCE SOUTH 61°26'23" EAST 100.97 FEET ALONG SAID RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 20°03'49" EAST 335.47 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 69°56'11" EAST 50.00 FEET; THENCE SOUTH 20°03'49" WEST 342.94 FEET TO A 5/8" REBAR WITH CAP SET ON SAID NORTHERLY RIGHT OF WAY LINE OF JACKSON CREEK ROAD; THENCE NORTH 61°26'23" WEST 50.55 FEET ALONG SAID RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING.

TRACT D: SUBJECT TO AND TOGETHER WITH A 15.00 FOOT WIDE EASEMENT FOR UTILITIES BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE LOCATED IN SECTION 23, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 23, FROM WHICH THE NORTHWEST CORNER OF SECTION 23 BEARS NORTH 00°09'10" WEST 2648.04 FEET; THENCE NORTH 00°09'10" WEST 448.16 FEET ALONG THE WEST LINE OF SAID SECTION 23 TO A 5/8" REBAR WITH CAP LABELED, "A.A. HUDSON, PLS 13173", THE TRUE POINT OF BEGINNING; THENCE EAST 187.20 FEET TO A 5/8" REBAR WITH CAP SET ON THE WESTERLY SIDE OF A 50.00 FOOT WIDE ACCESS AND UTILITY EASEMENT.

SIDELINES OF THE ABOVE DESCRIBED EASEMENT ARE TO LENGTHEN OR SHORTEN AS REQUIRED TO BEGIN ON THE WEST LINE OF SAID SECTION 23 AND TO END ON SAID WESTERLY SIDE OF UTILITY EASEMENT.

TRACT E: TOGETHER WITH AN EASEMENT TO ACCESS AND MAINTAIN AN IRRIGATION LINE FROM THE JACKSON CREEK SOURCE BEING 15.00 FEET WIDE, 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE LOCATED IN SECTIONS 22 AND 23, TOWNSHIP 7 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 23, FROM WHICH THE NORTHWEST CORNER OF SECTION 23 BEARS NORTH 00°09'10" WEST 2648.04 FEET; THENCE NORTH 89°01'16" EAST 354.94 FEET ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION 23 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 10°50'07" WEST 74.48 FEET; THENCE NORTH 41°59'23" WEST 100.48 FEET; THENCE NORTH 29°37'03" WEST 43.80 FEET; THENCE NORTH 60°17'27" WEST 80.43 FEET; THENCE NORTH 62°19'35" WEST 206.67 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23.

SIDELINES OF THE ABOVE DESCRIBED EASEMENT ARE TO LENGTHEN OR SHORTEN AS REQUIRED TO BEGIN ON THE LATITUDINAL CENTERLINE OF SECTION 23 AND END ON SAID WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER.

5-1
BILL OF SALE/ASSIGNMENT

21304372

Bill of Sale, Assignment and Assumption made as of February 15, 2013, between the Estate of Norris M. Murdock by Vickey Lee Abbott, Personal Representative, (from now on referred to as "transferor"), and, Seth Scott and Tara Scott (from now on referred to as "transferee"). Transferor and transferee are referred to in the singular and by the pronouns his and him for ease of reading regardless of actual number or gender. This instrument is to be interpreted as though the proper number and gender had been used.

Transferor, in consideration of \$2,228.00 and other good and valuable consideration, the receipt of which is acknowledged, does sell, transfer, assign and deliver, to transferee the following transferred assets pursuant to the following terms and conditions.

TRANSFERRED ASSETS

1. A portion of Water Rights 29-14059, 29-14061, and 29-14063 equal to 24 cfs, being the equivalent share of such rights proportionate to six acres.
2. An undivided interest in the water pump located at the point of diversion of the water rights described in the immediately preceding paragraph sufficient to bring transferee's total interest in the pump to 6/22nd's interest in the pump.

TERMS AND CONDITIONS

1. The transferred water rights represents all the water rights transferred to, inclusive of, and not in addition to, nor in excess of any and all water rights transferred by Warranty Deed on July 12, 2012, and recorded as instrument # 2121184 on July 13, 2012, in the official records of Bannock County.

2. Transferee and his heirs, successors and assigns shall have all of transferor's right and title to the transferred assets.

3. Transferor is the lawful owner of the transferred assets and warrants they are free from any security interest, lien or encumbrance created by transferor or imposed against transferor. Transferor has good right to sell the transferred assets and warrants and agrees to defend that right against the lawful claims and demands of all other persons.

4. Transferor expressly disclaims any warranty the transferred assets are new, fit for a particular purpose, merchantable or free of any particular claim of any third person by way of infringement. Transferor warrants only the title conveyed is good and the transfer rightful. Transferor and transferee both declare there are no affirmations of fact, warranties, or representations that form the basis of the bargain between them except as set forth in this document.

5. Transferee acknowledges he has had ample opportunity to inspect the transferred assets and has done so to his satisfaction. Transferee acknowledges he has found the transferred assets satisfactory in every respect.

6. Transferee's acceptance is final and shall not be subject to revocation.

7. Transferee assumes all risks and liability resulting from the use of any transferred assets whether used singly or in combination with the other transferred assets.

8. Transferor from time to time will, upon the request of transferee, do, execute, acknowledge and deliver, and will cause to be done executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, and other instruments as may be required in order to effectuate fully the assignment, transfer and conveyance to transferee of transferor's interest in the transferred assets.

9. This document shall be binding upon and inure to the benefit of transferee and his successors and assigns.

10. Transferor authorizes transferee to take possession of the property described under transferred assets and authorizes transferee to have his name listed in the records of Bannock County, Idaho as a proper person to whom all personal and real property tax notices should be sent relative to that property. Transferee agrees to pay all real and personal property taxes that may have been assessed against the property described under transferred assets or which will be assessed in the future.

11. Transferor constitutes and appoints transferee and his successors and assigns as transferor's true and lawful attorney with full power of substitution in transferor's name and stead, but on behalf of and for the benefit of transferee, his successors and assigns to demand and receive any and all of the transferred assets and to give receipts and releases for them, and from time to time to institute and prosecute in the transferor's name or otherwise at the expense of and for the benefit of transferee, his successors and assigns, any and all proceedings at law in equity or otherwise which transferee, his successors or assigns may consider proper for the collection or reduction to possession of any of the transferred assets or for the collection or enforcement of any claim or right of any kind sold, conveyed, transferred, assigned and delivered to intended so to be by this document and to do all acts and things in relation to the transferred assets which transferee, its successors and assigns shall consider desirable. Transferor declares the foregoing powers are coupled with an interest and shall not be revocable by transferor in any manner or for any reason.

12. If any assignment, conveyance or transfer of any transferred asset should require the consent of any other party, or if the making of any such assignment, conveyance or transfer would,

5-4

21304372

under the provisions of any document constitute a breach or impair the rights of transferor or transferee, then this document shall not be construed as an assignment, conveyance or transfer of the rights in question, but transferor and transfer shall take such reasonable steps as are necessary to obtain for transferee all benefits the same as if a transfer or assignment had been made.

13. Transferor from time to time will, upon the request of transferee, do, execute, acknowledge and deliver, and will cause to be done executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, and other instruments as may be required in order to effectuate fully the assignment, transfer and conveyance to transferee of transferor's interest in the transferred assets.

Executed at Pocatello, Idaho, on March 15, 2013.

The Estate of Norris M. Murdock

By: Vickey Lee Abbott, PR
Vickey Lee Abbott, Personal Representative

Seth Scott

Tara Scott

STATE OF IDAHO)
 :SS
 County of Bannock)

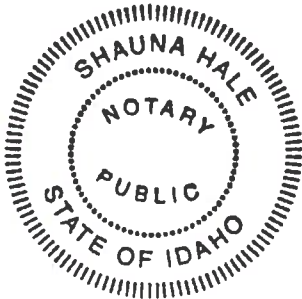
On this 15th day of March 2013, before me personally appeared **VICKEY LEE ABBOTT** known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed it as Personal Representative of the Estate of Norris M. Murdock. I declare under penalty of perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.



Marsha Blalock
 NOTARY PUBLIC FOR IDAHO
 Residing at: Pocatello
 My Commission Expires: 6-8-17

STATE OF IDAHO)
 :SS
 County of Bannock)

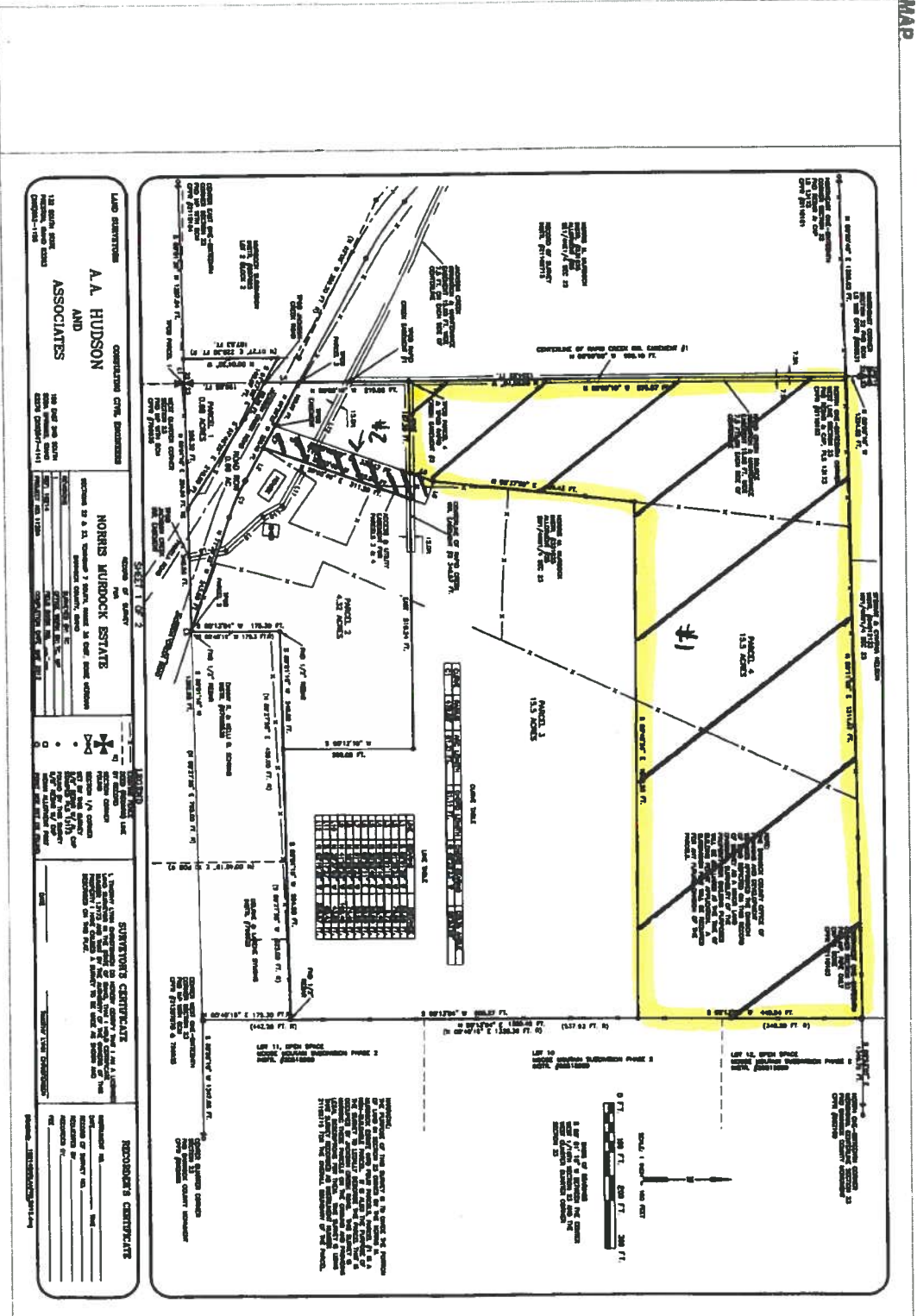
On this 15th day of March 2013, before me personally appeared **SETH SCOTT AND TARA SCOTT** known to me to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed it. I declare under penalty of perjury that the persons whose names are subscribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.

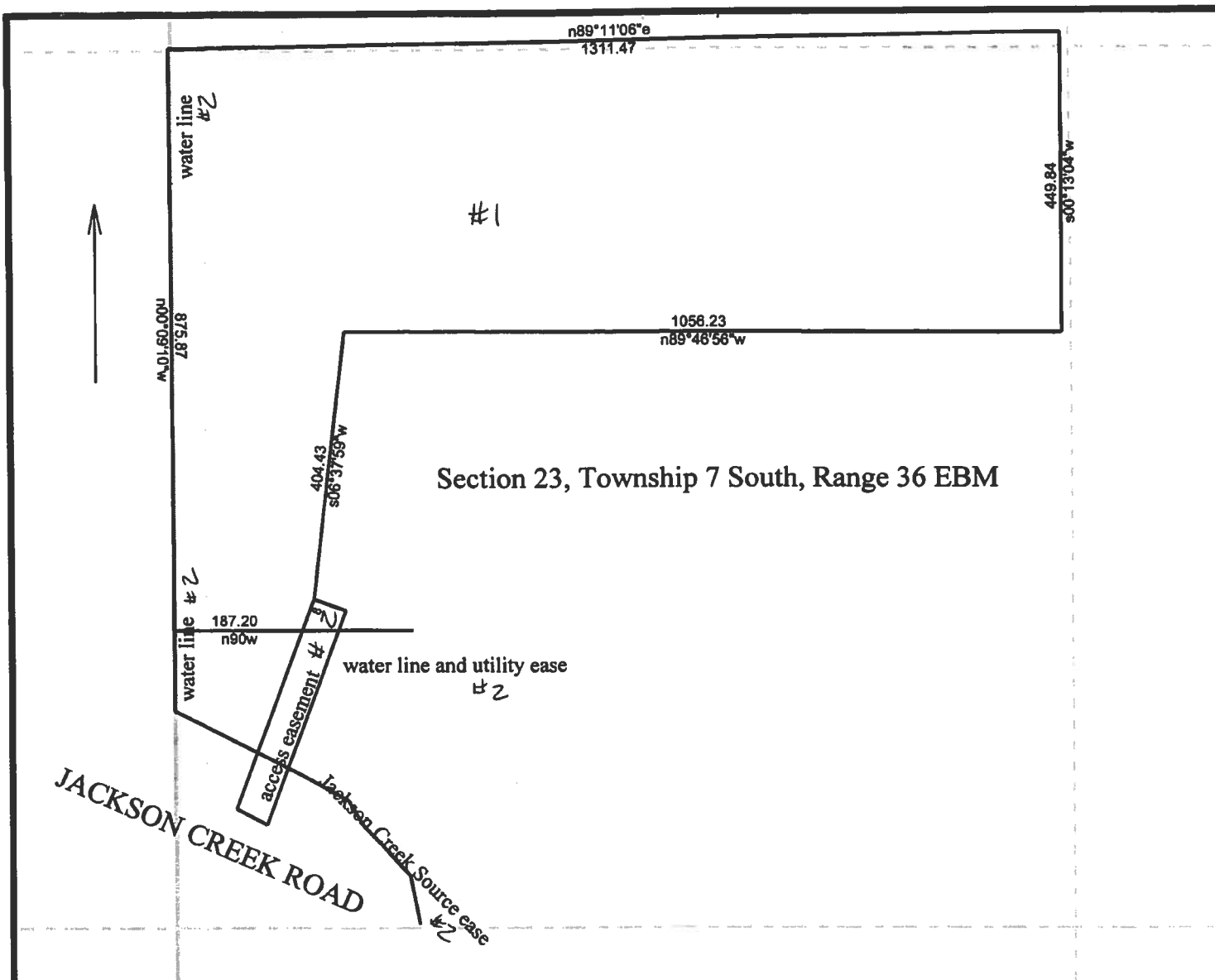


Shauna Hale
 NOTARY PUBLIC FOR IDAHO
 Residing at: Pocatello
 My Commission Expires: 13 April 17

THIS SURVEY IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE PREMISES. THE COMPANY ASSUMES NO LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE ON THIS

MAP





6/27/2012

Scale: 1 inch= 225 feet

File: 424855.ndp

Tract 1: 15.4921 Acres, Closure: s03.4522w 0.01 ft. (1/407981), Perimeter=4335 ft.
 Tract 2: 0.0000 Acres (0 Sq. Feet), Closure: s00.0910e 996.19 ft. (1/1), Perimeter=996 ft.
 Tract 3: 0.0000 Acres (0 Sq. Feet), Closure: s90.0000w 348.57 ft. (1/1), Perimeter=349 ft.
 Tract 4: 0.3893 Acres (16959 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/157419), Perimeter=779 ft.
 Tract 5: 0.0053 Acres (232 Sq. Feet), Closure: s47.5221e 479.68 ft. (1/1), Perimeter=506 ft.

01 /sw,sw,nw,23,7s,36e	22 n20.0349e 335.47
02 /n00.0910w 448.16	23 s69.5611e 50.00
03 n00.0910w 875.87	24 s20.0349w 342.94
04 n89.1106e 1311.47	25 n61.2623w 50.55
05 s00.1304w 449.84	26 @0 jcs water line
06 n89.4656w 1056.23	27 /sw,sw,nw,23,7s,36e
07 s06.3759w 404.43	28 /n89.0116e 354.94
08 s20.0349w 50.00	29 n10.5007w 74.48
09 n90w 187.20	30 n41.5923w 100.48
10 @0 water line #1	31 n29.3703w 43.80
11 /se,se,ne,22,7s,36e	32 n60.1727w 80.43
12 /n00.0910w 327.83	33 n62.1935w 206.67
13 n00.0910w 996.19	
14 @0 water line #2	
15 /sw,sw,nw,23,7s,36e	
16 /n00.0910w 448.16	
17 s90e 348.57	
18 @0 ease access	
19 /sw,sw,nw,23,7s,36e	
20 /n00.0910w 228.28	
21 /s61.2623e 100.97	

THIS SYSTEM IS MADE FOR THE
 THE PURPOSE OF ASSISTING IN
 LOCATING THE PREMISES. THE
 COMPANY ASSUMES NO LIABILITY
 FOR ALLEGED LOSS OR DAMAGE WHICH
 MAY RESULT FROM RELIANCE ON THIS
 MAP.