

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A22-00428
Date Received: 6/17/1988
Receipt No: E006316
Received By: Coleman

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: NORTH SALEM AGR. & MILL. CANAL, INC. 208-356-3550
Address: 4711 N. 495 W.
REXBURG, ID 83440

2. Date of Priority: JUN 01, 1888

3. Source: TETON RIVER Trib. to: HENRYS FORK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07N	40E	33	SE		NW		MADISON

5. Description of diverting works:
43' CONCRETE DAM ACROSS NORTH FORK OF TETON W/ 36' SCREW GATE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	07/01	26.500		
GROUNDWATER RECHARGE	04/01	03/31	26.500		

7. Total Quantity Appropriated is:
26.500 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 1983.0 Acre Feet Per Annum.

9. Non-irrigation uses:
GROUNDWATER RECHARGE TO SUPPORT SUB. IRRIGATION

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	40E	6	NE	NE		IRR	30.0
			NW	NE		IRR	40.0

A22-00428

Page 1

Date: 03/22/89

RECORDED
NOV 04 1992

A2200428



10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	40E	6	NE	NW		IRR	35.0
			NW	NW		IRR	10.0
			Section Acres				115.0
07N	40E	31	SW	NE		IRR	15.0
			SE	NE		IRR	15.0
			SE	NW		IRR	15.0
			NE	SW		IRR	40.0
			NW	SW		IRR	5.0
			SW	SW		IRR	25.0
			SE	SW		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
			Section Acres				315.0
		32	SE	NW		IRR	10.0
			NE	SW		IRR	16.0
			NW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	5.0
			Section Acres				191.0
			Total Acres				621.0

11. Place of use in counties: MADISON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
SHARES IN SALEM UNION CANAL COMPANY

14. Remarks:
P/D NORTH SALEM CANAL - WD01 RECORDS.
P/U LANDS OF MEMBERS OF ASSOCIATION. GRD. REC. POU SAME AS IRR.
***** MEMO TO FILE ESV 3/22/89 *****
ACREAGE FEE PAID BY SALEM UNION CANAL COMPANY. NORTH SALEM WAS
GRANTED EXTENSION TO 3/24/89 BY IDWR.
DECREE STATES THIS RIGHT IS DELIVERABLE TO JULY 1 OF EACH YEAR.

RECORDED
NOV 04 1992

14. Remarks: Continued
CLAIMANTS FILED FOR YEAR-ROUND USE.

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date: 12/16/1910

REXBURG IRR. CO. ET AL
Decree Plaintiff

vs

TETON IRR. CANAL CO. ET AL
Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am _____ of

Title
_____, that I have signed the foregoing
Organization
document in the space below as _____ of

Title
_____ and that the statements contained in the
Organization
foregoing document are true and correct.

Signature of Authorized Agent

Title and Organization

Date

NOV 04 1992

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

NOV 04 1992

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number

A22-0428

Date Received

3-22-89

Receipt Number

E006316

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) John North Salem Agricultural Milling & Phone (208) 356-3550
Canal, Inc.
Mailing Address 4714 N. 495 W. Rexburg, ID Zip 83440

2. Date of Priority (Only one (1) per claim) 6-1-88

3. Source of water supply (a) North Fork Teton
which is tributary to (b) HENRYS FORK

4. a. Location of existing point of diversion is: Township 7N Range 40E Section 33,
1/4 of SE 1/4 of NW 1/4, Govt. Lot, E B.M., County of Madison

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township 7N Range 40E Section 31, 1/4 of SE 1/4 of
NW 1/4, Govt. Lot E B.M., County of Madison

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. At the diversion point exists
a 43 ft. concrete dam across North Fork Teton River where a
36" corrugated pipe with a screw gate on front.

MICROFILMED

NOV 04 1992

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 4-1 to 11-1 amount 26.5 or 1325 *vm*

For Recharge purposes from 4-1 to 3-31 amount 26.5 or 1325 *vm*

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 26.5 (cfs) and/or (b) 1325 *vm* (acre feet)

8. Total consumptive use claimed is 1983 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) GROUNDWATER RECHARGE TO SUPPORT SUB. IRR.

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
7	40	31			15	15				15	40	5	25	40	40	40	40	40	315
7	40	32								10	40	40	40	40	40	40	50	40	2313
6	40	6	30	40			35	10											115

Total number of acres irrigated 661663

11. In which county (ies) are lands listed above as place of use located? Madison

12. Do you own the property listed above as place of use? Yes _____ No XX
If your answer is No, describe in Remarks below the authority you have to claim this water right.

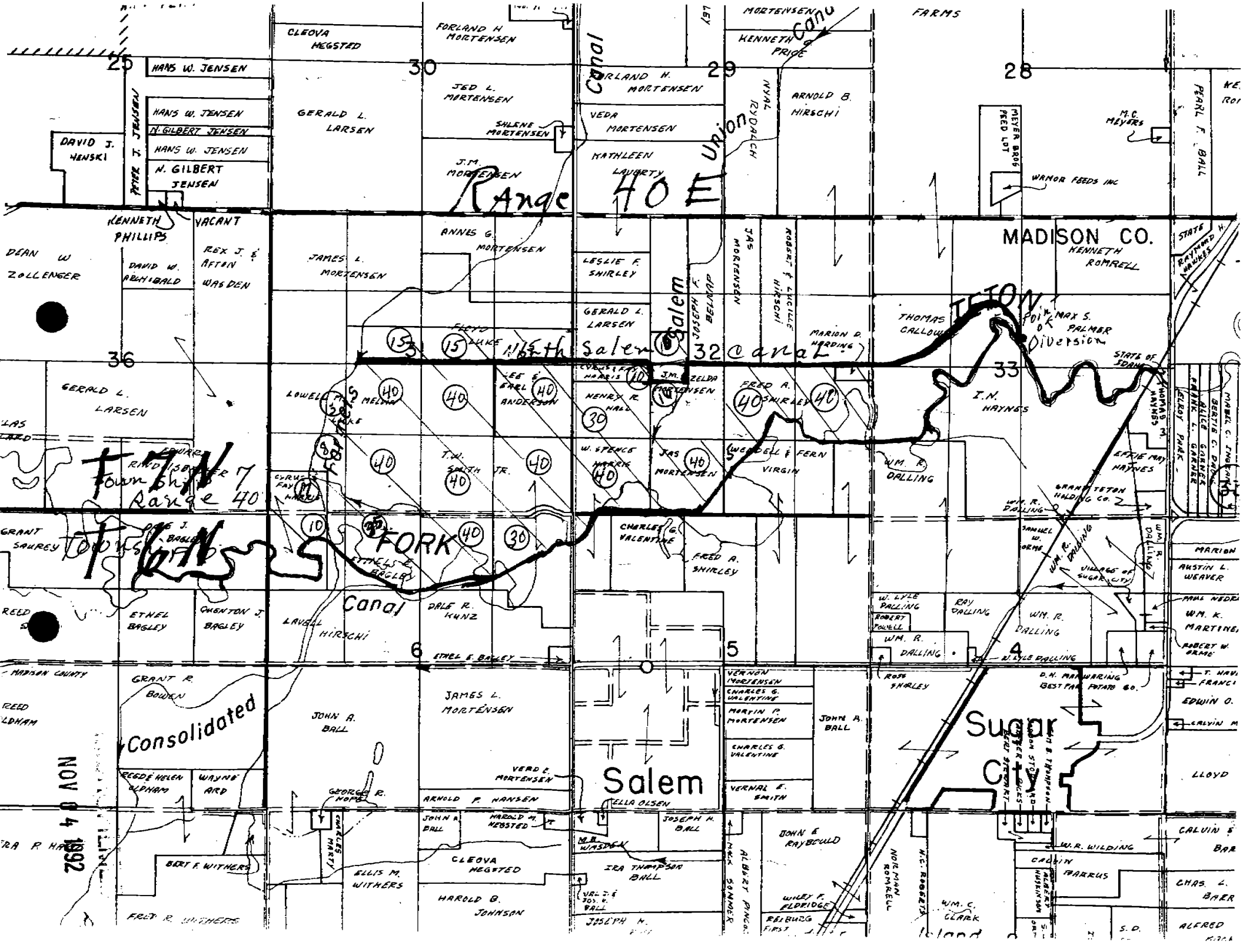
13. Describe any other water rights used at the same place and for the same purposes as described above.
Salem Union SHARES IN SALEM UNION CANAL CO. or None ()

14. Remarks: WATER DELIVERED TO SHAREHOLDERS IN COMPANY.

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Last Name North Salem Ident No. A22-00428

Copies: White -State, Yellow-Claimant



15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit _____

Decree X

If applicable provide IDWR Water Right Number _____

Court 6th District

Case Number _____

Decree Date Dec. 16, 1910

Plaintiff vs Defendant Rexburg Irrigation Co. -vs- Teton Irrigation Canal Co.

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____

Date _____

Date _____

For Organizations: I do solemnly swear or affirm that I am President

Title

of North Salem Agricultural Milling & Manufacturing that I have signed the foregoing

Canal

Organization

document in the space below as President

Title

of North Salem Canal

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent X

Title and Organization X

And E. Mortensen
President

Date 3-22-89

State of Idaho/or _____)

County of Sonneville)

SS.

Subscribed and sworn (or affirmed) before me this

22

day of

March

1989

SEAL

Notary Public E. E. E.

Residing at Idaho Falls, ID

My Commission Expires 22 Aug 1994

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name

North Salem

Ident. Number _____

Copies White-State, Yellow-Claimant

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Log for claim 22-00428

Spatial Dynamics LTD

6/21/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
06n40e	6	NENE	30	20	
06n40e	6	NWNE	40	36	
06n40e	6	NENW	35	28	
06n40e	6	NWNW	10	25	
07n40e	31	SWNE	15	15	
07n40e	31	SENE	15	14	
07n40e	31	SENE	15	15	
07n40e	31	NESW	40	38	
07n40e	31	NWSW	5	4	
07n40e	31	SWSW	25	25	
07n40e	31	SESW	40	35	
07n40e	31	NESE	40	37	
07n40e	31	NWSE	40	40	
07n40e	31	SWSE	40	39	
07n40e	31	SESE	40	38	
07n40e	32	SENE	10	7.4	
07n40e	32	NESW	16	15	
07n40e	32	NWSW	40	32	
07n40e	32	SESW	40	30	
07n40e	32	NESE	40	31	
07n40e	32	NWSE	40	34	
07n40e	32	SWSE	5	6.4	
Totals:			621	564.8	

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 28 2000

Department of Water Resources
Eastern Region

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s).: 22-00428
Adjudication Claim No(s).: A 22-00428
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
 - AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant: North Salem Agricultural & Milling Canal Co.
4911 N 495 W Rexburg ID.
4. New Owner/Claimant(s): Salem Union Canal Company, Limited
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address: 40 Shirley Rice 241 N 2100 E
City, State and ZIP Code: St Anthony ID 83445
New Telephone Number: (208) 624-7071
5. Date you acquired the property: Feb 1999
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s): Max L. Ball Pres. Date: 1-28-2000
Date: _____
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

COPY

AMENDED ARTICLES OF MERGER
089 APR 12 PM 2:31
NORTH SALEM AGRICULTURAL & MILLING
CANAL COMPANY, LIMITED
Into
SALEM UNION CANAL COMPANY, LIMITED

FILED
1999 FEB 22 A 10:55
SECRETARY OF STATE
STATE OF IDAHO

Pursuant to the provisions of Idaho Code § 30-1-1101 et seq., of the Idaho General Business Corporations Act, the undersigned corporations adopt the following Amended Articles of Merger for the purpose of merging them into one of such corporation:

FIRST: The following Amended Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Idaho General Business Corporations Act:

**FIRST
RECITALS**

A. The Salem Union Canal Company, Limited (Salem Union), the surviving corporation, is validly organized, existing and in good standing under the laws of the State of Idaho. North Salem Agricultural & Milling Canal Company, Limited (North Salem), the merging corporation, is validly organized, existing and in good standing under the laws of the State of Idaho. The two (2) corporations filed Articles of Merger with the Secretary of State on April 4, 1996. Thereafter, on or about July 1, 1996, Blair Calaway et al., commenced an action, CV-96-317, in the District Court for Madison County, seeking to set the merger aside. At a Pre-Trial Hearing held on October 15, 1998, the court indicated the Notice of the Shareholder's Meeting to obtain approval of the merger should have included a copy of certain statutory provisions which were not included, thereby, calling into question the validity of the merger. As a result, the directors of both companies unanimously agreed to present for another vote this Amended Plan of Merger. In connection therewith, all directors proceeded on the basis the initial merger was invalid and both the Salem Union and North Salem were in good standing.

B. Salem Union, the Surviving Corporation, has an authorized capital of \$11,000, divided into 440 shares, with a par value of \$25.00 each. There are 440 shares of said stock outstanding as of date hereof. The Salem Union consists generally of diversion works in the Henry's Fork of the Snake River, a system of canals from that point to where it empties into the Teton River; and decreed water rights consisting of 315 cfs prior to July 1, and 240 cfs thereafter. It also has 35,000 shares in the North Fork Reservoir Company which owns the decree to Henry's Lake storage.

C. North Salem has an authorized capital of \$1,000.00 divided into 50 shares, with a par value of \$20.00 each. There are 45 shares of said stock outstanding as of date hereof. It has diversion works in the Teton River, and a canal to carry its water to its shareholders to the point

where it empties into the consolidated canal. The North Salem has an 1888 decree for 26.5 cfs from the Teton River until July 1.

D. The Boards of Directors of both Corporations considered the Amended Plan of Merger and, both approved it. However, the shareholders of the Salem Union, at the meeting held to approve the Amended Plan of Merger on January 9, 1999, unanimously amended the plan to provide for Class A and Class B stock. The Class A stock was to be issued to the Salem Union shareholders which Class A stock would retain the decreed water rights of the Salem Union and the North Fork Reservoir storage rights. The Class B stock was to be issued to the North Salem shareholders and would retain the decreed water rights of the North Salem. The Amendment was on condition the litigation referred to in paragraph A be dismissed with prejudice, and each side pay their own costs and attorneys fees. The meeting was adjourned while the plaintiffs met with their attorneys, and the directors of the Salem Union met with their attorney. Following the adjournment, the meeting resumed and plaintiffs and their attorneys, and the directors of the Salem Union and its attorney agreed to the condition.

On the 4-11 days of February, 1999, all of the shareholders of the North Salem waived the requirement of a meeting and in writing approved the merger with the amendment, and on February 11, 1999, the Amended Plan of Merger with the two classes of stock was approved unanimously by the shareholders of the North Salem. Consequently, the Boards of Directors and Shareholders of both corporations have determined it is in the best interests of their corporations to merge with and into the surviving corporation, Salem Canal Company, Limited, in accordance with the provisions of applicable laws of the State of Idaho.

SECOND AMENDED PLAN OF MERGER

The plan is to have each of the corporations agree, to merge into a single corporation which shall be Salem Union Canal Company, Limited, the Surviving Corporation, (whose name is not changed and whose Articles of Incorporation shall be amended, as hereafter provided, and whose By-Laws will not be amended in any respects except as provided herein) pursuant to the laws of the State of Idaho, and hereby agree to the terms and conditions of the merger, the mode of carrying it into effect and the issuance of Class A and Class B stock as follows:

On the effective date of the merger, the Merging Corporation shall be merged with and into the Salem Union and the separate existence of the Merging Corporation, North Salem, shall cease; the Constituent Corporations shall become a single corporation named "Salem Union Canal Company, Limited," an Idaho corporation, which shall be the Surviving Corporation.

THIRD
ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The Articles of Incorporation and Amendments thereto of Salem Union, the Surviving Corporation, shall be amended by amending Article Sixth of said Articles of Incorporation to read as follows:

"Sixth. That the total authorized capital of this corporation shall be \$11,375 (Eleven Thousand Three Hundred Seventy-five) Dollars, divided into 440 shares of Class A stock with a par value of \$25 per share, and 18.75 shares of Class B stock with a par value of \$20 per share. All stock shall be fully accessible, with each share of Class A stock and each share of Class B stock to be assessed equally. Each share of stock shall be entitled to one vote."

Said Articles, as further amended, shall continue to be the Articles of Incorporation of the Surviving Corporation until further amended in accordance with the Corporation Laws of the State of Idaho. A copy of said Articles of Incorporation, together with the prior Amendments thereto, are on file with the secretary of the corporation.

FOURTH
BY-LAWS OF THE SURVIVING CORPORATION

The By-Laws of Salem Union in effect immediately prior to the effective date of the merger shall continue to be the By-Laws of the Surviving Corporation, until altered or repealed in the manner provided by law and such By-Laws.

FIFTH
DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

The Directors and Officers of Salem Union immediately prior to the effective date of the merger shall continue to be the Directors of the Surviving Corporation, to hold office for the terms specified in the By-Laws of the Surviving Corporation and until their respective successors are duly elected and qualified.

SIXTH
MANNER AND BASIS OF CLASS A AND CLASS B SHARES

A. Class A shares shall be issued to all shareholders of the Salem Union. One (1) share or part thereof shall be issued for one (1) share of existing Salem Union stock or part thereof so that it will be a share for share exchange.

The Class A stock shall retain the decreed water rights of the Salem Union, along with the North Fork Reservoir storage water of the Salem Union, and be entitled to the use of all of said water.

B. Class B shares shall be issued to all shareholders of the North Salem. .04053 shares shall be issued for each share of North Salem stock rounded to the nearest quarter share. That means, the 45 issued and outstanding shares of the North Salem will be exchanged for 18.75 shares of Class B stock.

The Class B stock shall retain the decreed water rights of the North Salem and be entitled to the use of said water.

C. At the Annual Meeting of the Board of Directors, the Board shall make an assessment for the stock. Each share of Class A stock and each share of Class B stock will be assessed equally.

D. As soon as practical after the effective date of the merger, each shareholder of the Salem Union and North Salem of stock heretofore issued shall be entitled, upon surrender of their existing certificates, for cancellation, to receive new certificates for the number of shares of Class A and/or Class B stock of the Surviving Corporation to which each shareholder is entitled as set forth herein.

SEVENTH EFFECT OF MERGER

A. On the effective date of the merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as a private nature of each of the Constituent Corporations, and shall become subject to all the restrictions, disabilities and duties of each of the Constituent Corporations and all of the singular rights, privileges, powers and franchises of each of the Constituent Corporations. All water rights as set forth in the Class A and Class B stock herein, canals, diversionary works, cash, bank, checking and savings accounts, and all other property, real, personal and mixed, and debts due to each of the Constituent Corporations on whatever account, as well as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, assets, rights, privileges, powers, franchises and immunities, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations; and the title to any real estate vested by deed or otherwise, in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the merger; provided, however, that all of the creditors and liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

B. If at any time after the merger becomes effective it shall appear to the Surviving Corporation that any further assignments or assurances are necessary or desirable to evidence the vesting in the Surviving Corporation of the title to any of the property or rights of the Merging Corporation, those persons who were proper officers and directors of the Merging Corporation as of the effective date of the merger shall execute, acknowledge and deliver such assignments or other instruments and do such acts as may be necessary or appropriate to evidence the vesting of title to such property or rights in the Surviving Corporation. For such purposes the capacity and authority of the Merging Corporation and its officers shall be deemed to be continuing.

C. The Surviving Corporation shall agree that it may be served with process in the State of Idaho and shall irrevocably appoint the Secretary of State of Idaho as its agent to accept service of process, in any proceeding for the enforcement of any obligation of the Merging Corporation arising in the State of Idaho prior to the effective date of the merger, and in any proceedings for the enforcement of the rights of a dissenting shareholder of the Merging Corporation against the Surviving Corporation.

EIGHTH ACCOUNTING AND STATED CAPITAL

When the merger becomes effective, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles, (a) the assets and liabilities of the Constituent Corporations shall be recorded in the accounting records of the Surviving Corporation at the amounts at which they shall be carried at that time in the accounting records of the Constituent Corporations, (b) the amount of stated capital with which the Surviving Corporation shall begin business immediately after the effective date of the merger is \$11,375.

NINTH REPRESENTATIONS AND WARRANTIES

Salem Union and the Merging Corporation shall each represent and warrant to the other that between the date hereof and the time when the merger becomes effective they will not enter into any employment contracts, grant any stock options or issue any stock or securities, or declare or pay any dividends in stock or cash or make any other distribution on or with respect to their outstanding stock.

TENTH EFFECTIVE DATE

The effective date of the merger provided for by this Agreement shall be the date on which the last act prior to recording required to complete the merger under the respective laws of the State of Idaho is performed. Following the Amendment to create Class A and Class B stock, the shareholders of the North Salem waived notice of meeting and unanimously approved in writing the issuance of the Class A and Class B stock as set forth herein.

SECOND: The Amended Plan of Merger was unanimously approved the Boards of Directors of each of the corporations. At the Special Meeting of Shareholders of the Salem Union to approve the plan, it was amended to provide for Class A and Class B shares as set forth herein. Otherwise, said Plan of Merger is consistent with the Amended Plan of Merger as presented to the shareholders.

Following the amendment for Class A and Class B stock, the Directors of the North Salem met on January 15, 1999, and approved the plan with the Class A and Class B stock. It was then submitted to the shareholders of the North Salem who unanimously approved in writing the plan with the two (2) classes of stock.

THIRD: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such plan are as follows:

<u>Name of Corporation</u>	<u>Entitled to Vote as a Class</u>		
	<u>Number of Shares Outstanding</u>	<u>Designation of Class</u>	<u>Number of Shares</u>
Salem Union Canal Company, Limited	440	All common stock of the same class	
North Salem Agricultural & Milling Canal Company, Limited	45	All common stock of the same class	

FOURTH: As to each of the undersigned corporations, at their respective shareholders meetings, called for the purpose and in the manner aforesaid, the total number of shares voted for and against such Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>Number of Shares</u>	
	<u>Total Voted For</u>	<u>Total Voted Against</u>
Salem Union Canal Company, Limited	395	0
North Salem Agricultural & Milling Canal Company, Limited	45	0

FIFTH: This Plan of Merger was, therefore approved; the official name of the Surviving Corporation is confirmed as Salem Union Canal Company, Limited, whose capital stock was increased to \$11,375 (Eleven Thousand Three Hundred Seventy-five) Dollars, divided into 440

shares of Class A stock with a par value of \$25 per share, and 18.75 shares of Class B stock with a par value of \$20 per share; and the officers of the said Salem Union Canal Company, Limited, were authorized and directed to file these Amended Articles of Merger with the Secretary of State of the State of Idaho and to do all things necessary for the total merger of said Constituent Corporations.

DATED: 2-16-99

SALEM UNION CANAL COMPANY LIMITED,
an Idaho corporation
(the "Surviving Corporation")

By: Max L. Ball
MAX L. BALL, President

ATTEST:

Shirley H. Rice
SHIRLEY H. RICE, Secretary

NORTH SALEM AGRICULTURAL & MILLING
CANAL COMPANY, LIMITED
an Idaho corporation
(the "Merging Corporation")

By: Jerry Harris
JERRY HARRIS, President

ATTEST:

Quenton J. Bagley
QUENTON J. BAGLEY, Secretary

STATE OF IDAHO)
)ss
County of Morison)

On this 16th day of Feb, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared **MAX L. BALL and SHIRLEY H. RICE**, known to me to be the President and Secretary, respectively, of **SALEM UNION CANAL COMPANY, LIMITED**, an Idaho corporation, said corporation being one of the corporations that executed the above and foregoing instrument, and acknowledged to me that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and **MAX L. BALL and SHIRLEY H. RICE** acknowledge said instrument to be the free act and deed of said corporation.

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

(seal)

Laurel F. Bagley
Notary Public for Idaho
Residing at: Rexburg, Id.
Commission Expires: Life

STATE OF IDAHO)
)ss
County of)

On this 16th day of Feb, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared **JERRY HARRIS and QUENTON J. BAGLEY**, known to me to be the President and Secretary, respectively, of **NORTH SALEM AGRICULTURAL & MILLING CANAL COMPANY, LIMITED**, an Idaho corporation, said corporation being one of the corporations that executed the above and foregoing instrument, and acknowledged to me that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and **JERRY HARRIS and QUENTON J. BAGLEY** acknowledge said instrument to be the free act and deed of said corporation.

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

(seal)

Laurel F. Bagley
Notary Public for Idaho
Residing at: Rexburg, Id.
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Date Received _____

State of Idaho
Department of Water Resources

REQUEST FOR EXTENSION OF TIME
TO FILE ADJUDICATION CLAIM(S)

The Idaho Department of Water Resources will consider this form as a request that the claimant be granted an additional period of time in which to file claim(s) beyond the 90 days allowed by Section 42-1409(10), Idaho Code.

North Salem Agriculture, Milling & Manufacturing
Name of Claimant Canal

4711 N 495 W.

Post Office Address

Rexburg Idaho 83440

City, State, Zip Code

Madison

County(s) where Place of Use is located

Aug 25, 1988

Date Claim Originally Due

Canal 4r-Mo-D Rexch
13055245 - North Salem - 1888.06.01 26500 CFS - 5+ Anthony L. Peterson MTH
Identify water right(s) for which extension is requested

State reason(s) why an extension of time is requested:

we intermingle with the Salem Un-inc canal which originates
in Fremont Co. so we felt it advisable to file our claim
with them and they are not prepared to file at this time

Claimant requests an extension to March, 1989.

And E. Mortensen
Signature

President
Title

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

The above request for extension of time is hereby
☒ granted ☐ denied,

NOV 04 1992

and the filing deadline extended to March 24, 1989.

Signed this 6 day of September, 1988.

DAVID B. SHAW
Director or his designated agent
DAVID B. SHAW

10/19/1988

SRBA CLAIMS RECEIVING CHECKLIST

CLAIMANT'S NAME North Salem Milling Canal, Inc. CLAIM I.D. NO. A22-00428 ⁰⁰⁴²⁸

DATE RECEIVED 3-22-89 CR # 1741 AMOUNT \$ 50

1. Is the name and address complete with zip code? ☒ YES ☐ NO
2. Is a priority date entered? ☒ YES ☐ NO

Is the water use exempt from the Permit requirements, or if it is not exempt, has a Permit been approved or a License issued?
 A Permit is required: (1) for groundwater developed after March 25, 1963 (except single family domestic and stockwater wells using less than 13,000 gpd), or (2) for surface water developed after May 20, 1971 (except for instream stockwater). **USE CARE IF CLAIM IS RETURNED. REFER TO ADJUDICATION MEMOS # 1 (ADJ. CLAIMS/APPLICATIONS) AND # 9 (REJECTION OF CLAIMS).** EXPLAIN IN COMMENTS.

3. (a) Is a source entered? ☒ YES ☐ NO
- (b) Is a tributary to entered? (if required) ☐ YES ☒ NO N/A

4. Is the legal description of the p.d. sufficient? ☒ YES ☐ NO

5. Is there a description of the diverting works? ☒ YES ☐ NO

6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form. ☒ YES ☐ NO

Is the period of use included? Deer limits to July! ☒ YES ☐ NO

Is a quantity claimed for each use? ☒ YES ☐ NO

7. Is a total quantity claimed entered? ☒ YES ☐ NO

8. If required is a consumptive use entered? ☐ YES ☒ NO N/A

Is the consumptive use correct? ☐ YES ☒ NO N/A

Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, each household must file a separate claim. See Adjudication Memo # 4. ☒ YES ☐ NO

9. Is (are) the place(s) of use entered? ☒ YES ☐ NO

10. Is (are) the county(ies) entered? ☒ YES ☐ NO

11. Is the ownership of p.u. checked? ☒ YES ☐ NO

12. Are other water rights listed or "none" indicated? ☒ YES ☐ NO

13. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) ☒ YES ☐ NO N/A

14. Is the basis of the claim checked? ☒ YES ☐ NO

15. Is the claim signed by the claimant, and is the signature appropriate? (If an individual is the claimant, has that individual signed the claim, or if an organization is the claimant, is the organization signature block complete?) ☒ YES ☐ NO

as the claim been signed, sealed, and dated by a notary? ☒ YES ☐ NO

as this claim filed on time, or was an extension granted? ☒ YES ☐ NO

Is the fee enclosed correct? ☒ YES ☐ NO

If this claim is based on an existing water right, has the identification number been entered? ☒ YES ☐ NO N/A

Should this claim be receipted and data entered? ☒ YES ☐ NO

Claim checked by: ESV

Comments: *Code as (Teton River) - ** Groundwater Recharge - POU in remarks as "Same as irrigation" // Answer for paid by Salem Union Canal Co. Extension to 3/24 attached.