

LAW OFFICES OF

**RACINE OLSON NYE BUDGE & BAILEY
CHARTERED**

201 EAST CENTER STREET
POST OFFICE BOX 1391
POCATELLO, IDAHO 83204-1391

TELEPHONE (208) 232-6101
FACSIMILE (208) 232-6109

www.racinelaw.net

SENDER'S E-MAIL ADDRESS: rcb@racinelaw.net

W. MARCUS W. NYE
RANDALL C. BUDGE
JOHN A. BAILEY, JR.
JOHN R. GOODELL
JOHN B. INGELSTROM
DANIEL C. GREEN
BRENT O. ROCHE
KIRK B. HADLEY
FRED J. LEWIS
MITCHELL W. BROWN
ERIC L. OLSEN
CONRAD J. AIKEN
RICHARD A. HEARN, M.D.
DAVID E. ALEXANDER
LANE V. ERICKSON
PATRICK N. GEORGE
SCOTT J. SMITH
STEPHEN J. MUHONEN
BRENT L. WHITING
JUSTIN R. ELLIS
JOSHUA D. JOHNSON
JONATHAN S. BYINGTON
DAVE BAGLEY
CAROL TIPPI VOLYN
THOMAS J. BUDGE
CANDICE M. MCHUGH

BOISE OFFICE
101 SOUTH CAPITOL
BOULEVARD, SUITE 208
BOISE, IDAHO 83702
TELEPHONE: (208) 395-0011
FACSIMILE: (208) 433-0167

IDAHO FALLS OFFICE
477 SHOUP AVENUE
SUITE 203A
IDAHO FALLS, ID 83402
TELEPHONE: (208) 528-6101
FACSIMILE: (208) 528-6109

COEUR D'ALENE OFFICE
250 NORTHWEST
BOULEVARD, SUITE 106A
COEUR D'ALENE, ID 83814
TELEPHONE: (208) 765-6888

ALL OFFICES TOLL FREE
(877) 232-6101

LOUIS F. RACINE (1917-2005)
WILLIAM D. OLSON, OF COUNSEL

January 16, 2008

Idaho Department of Water Resources
Eastern Region
Attn: Sharla Cox, Adm. Assistant
900 N. Skyline Drive, Suite A
Idaho Falls, Idaho 83402-1718

Emily Rushing
Idaho Department of Water Resources
P.O. Box 83720
Boise, Idaho 83720-0098

*Re: Samaria Water & Irrigation Company amended Statutory
Claim Nos. 15-4066, 15-4067 and 15-4068*

Dear Sharla and Emily:

We represent Jeff Davis, the owner and manager of the M.J. Davis Memorial Limited Partnership, in certain matters pertaining to his water rights in Thomas Davis, Dry Pine and Rosebud Creeks, tributaries of Samaria Creek in Oneida County, together with certain disputes with Samaria Water and Irrigation Company regarding the place of use of water available under his shares. In conjunction with those proceedings, we filed on behalf Jeff Davis, as owner and Manager of the M.J. Davis Memorial Limited Partnership, a Notice of Exception dated August 31, 2006, a copy of which is enclosed, together with our transmittal letter to the Department dated August 31, 2006, copy of which is also enclosed. The Notice of Exception was served on the parties of interest in accordance with the attached certificate of mailing.

RECEIVED

JAN 18 2008

DEPARTMENT OF WATER RESOURCES

January 16, 2008
Page 2

Mr. Davis contacted me recently, indicating that he had communicated with each of you by phone about these matters and received indication that neither the Notice of Exception nor our transmittal letter could be located in the Department's files. This seems unusual as the letter and enclosure were sent to the Department at the correct address, postage prepaid, and has never been returned to us. While possibly it was lost in the mail, it seems more likely to have been misplaced or misfiled with the Department. Please investigate this and advise if these documents can or cannot be located.

In the meantime, please file this letter and the enclosures in this matter. I have also enclosed an extra copy (to Sharla) and would request that you conform stamp and return it in the return envelope enclosed.

Thank you for your assistance.

Sincerely,



RANDALL C. BUDGE

RR

RCB:rr

Enclosures

cc: Jeff Davis (w/o encls.)

JAN 18 2008

DEPARTMENT OF WATER RESOURCES

BEFORE THE IDAHO DEPARTMENT OF WATER RESOURCES

In the Matter of Samaria Water &)
 Irrigation Company, I.C. 42-243)
 Notice of Statutory Claim Re Water)
 Right No. 15-4066, 15-4067, 15-4068)

NOTICE OF EXCEPTION

NOTICE IS HEREBY GIVEN that the undersigned M. Jeff Davis hereby files this Notice of Exception with the Idaho Department of Water Resources ("IDWR") pursuant to Idaho Code §42-244 for the purpose of taking exception to the quantity and place of use claimed by Samaria Water & Irrigation Company (hereinafter the "Company") in its Amended Claims To A Water Right filed on June 28, 2006 pursuant to Idaho Code §42-243 claiming new and additional water rights in Thomas Davis Creek, Rose Bud and Dry Pine Creeks, Water Right Claim Nos. 15-4066, 15-4067 and 15-4068 (hereinafter "2006 Amended Claims"). This Notice of Exception is also intended to amend and supplement Davis' Notice of Exception filed with IDWR on December 16, 2005, taking exception to the place of use claimed by Company in its' Claim No. 15-4066, 15-4067 and 15-4068 filed December 19, 1980 (hereinafter "1980 Claims") in order to set forth additional supporting evidence subsequently identified in the course of review of records produced by the Company.

M. Jeff Davis asserts that Company's 1980 Claims and 2006 Claims to not accurately identify the place of use and wrongfully exclude the property of Davis and others; that the place of use in the 2006 Claims is inconsistent with and contrary to the 1980 Claims and also the Company's Water Right License Nos. R-637/15-2074 and 18948/15-2023; and, that place of use described in the 2006 Claims is inconsistent with the place of use identified in the maps attached to those Claims. Further, that the quantity of water claimed in the 2006 Claims is inaccurate and excessive, inconsistent and contrary to the 1980 Claims and also in excess of historic use. Davis further asserts that the 2006 Claims were not filed in good faith, but for the sole purpose of creating evidence for the Company to use in support of its' objections to Davis' pending Application for Permit Nos. 15-7273, 15-7274 and 15-7275 filed December 16, 2005. In support of this Exception the following is submitted.

1. M. Jeff Davis is the managing general partner and with his wife are the owners of The M.J. Davis Memorial Limited Partnership (hereinafter "Davis"). Davis owns a residential home located in the Samaria townsite with an address of 5054 S. 4600 W., Malad, Idaho, together with approximately 560 acres of farmland in and around Samaria. Acquisition of the land now constituting the Davis Ranch (which all lies in T. 15 S., R. 35 E., B.M., Oneida County, Idaho) began in 1943 when Davis's grandfather, Melvin Martin Davis purchased the W1/2 of Section 27 from Daniel Campbell. In 1969 this land was sold to Davis's parents, Melvin J. and Emma Louise Davis. In 1986 M. Jeff Davis, Melvin J. and E. Louise Davis jointly purchased the NW, SW, and NE1/4 of the NE1/4 of Section 22, excepting the land in the NE1/4 NE1/4 of Section 22 that constitutes the Samaria Cemetery. After the untimely death of Melvin J. Davis in 1993, Emma Louise Davis (also known as E. Louise Davis) assumed Melvin J.'s portion of the above-mentioned properties, and then in 1998 sold all of her interests in these properties to Davis. In 1999, Davis purchased 62 of the 80 acres contained in the SE1/4 NE1/4 of Section 22 and the NE1/4 SE1/4 of Section 22 from Delmar E. And Lydia Richert. Then in 2005, 40 of these 62 acres were traded to Revere Chambers, who in turn traded 80 acres in Box Elder County, Utah, to Dee's Inc. Dee's Inc. then traded to Davis approximately 75 acres in the N1/2 N1/2 of Section 34. These 75 acres lie south and west of a presently existing fenceline, which forms the northern and eastern boundary of Davis's property in Section 34.

2. The water rights owned by Davis consist of 11.125 shares of water stock in Samaria Water & Irrigation Company and IDWR Water Right License No. 15-07032, a spring used for stock water purposes.

3. Pursuant to the 11.125 shares of stock in the Company, Davis has a lawful right to utilize his proportionate share of available Company water from Thomas Davis, Rosebud and Dry Pine springs to irrigate his property. Specifically, Mountain Water has historically been applied to beneficial use on the Davis property, to-wit:

(A) Water from Thomas Davis, Rosebud (also known as Rosebush or Rosebrush) and Dry Pine Springs (hereinafter "Mountain Water") has been used pursuant to the Company's shares by Davis's predecessors in interest, his parents, Melvin J. and Emma Louise Davis, his grandfather Melvin Martin Davis, his predecessor Daniel Campbell and his predecessor Edward Martin (a relative of Davis). This is evidenced by Deed from Edward Martin to Daniel Campbell

dated October 9, 1928, Oneida County Instrument No. 46003 (Exhibit 1), which reflects that one-half share of stock in the Company is appurtenant to the W1/2 of Section 27. Beginning in the early 1980s the Davis property was enrolled in the CRP program and since that time Mountain Water has not been used on the W1/2 of Section 27, except for small amounts diverted and applied to beneficial use to establish and maintain cover and habitat in the riparian areas.

Furthermore, since sometime prior to 1893, all water from Thomas Davis Springs has been diverted out of the natural channel into an artificial ditch located to the east of the natural channel. The ditch follows the contour of the hill through the Davis property in the E1/2 W1/2 of Section 27. The ditch is believed to have been constructed for the sole purpose of delivering irrigation water to the Davis property in the E1/2 W1/2 of Section 27 and the D. P. Thomas patented property in Section 26 as it would serve no other purpose.

Sometime prior to 1893, the Rosebud and Dry Pine Canyon waters were similarly diverted from their natural channels into an artificial ditch which enters the Davis property in the NW1/4 NW1/4 of Section 27. This ditch runs east following the contour of the hill and then turns north in route to the SW1/4 of Section 22 and beyond. The purpose of this ditch was to deliver water to land now owned by Davis in the W1/2 of Section 27, to land patented by James Thomas in the SW1/4 of Section 22, as well as other original appropriators of the mountain water whose lands were "situated north and northeast from said point of diversion and situated along the ditch conducting the water mentioned herein." (See, Exhibit 2 and following subheading B in this document.) From this it is clear that the ditches were constructed specifically to conduct water to the appropriators' lands and not to expedite water to the townsite of Samaria. Furthermore, the ditches were built to allow maximum access to Mountain Water by the original appropriators, as well as future land owners in the Samaria mountain areas. This is evidenced by the subsequent issuance of Company shares to those who homesteaded after 1893, specifically Edward and Emma Martin, the original owners of the W1/2 of Section 27 (the land now owned by Davis) and David P. Thomas, patentee of lands in Sections 27, 26 and 34. See Exhibits 1 and 3.

(B) In the SW1/4 and the SE1/4 of the NE1/4 of Section 22, Mountain Water has been used pursuant to the Company's shares by Davis's predecessors in interest dating back to David Bowen, whose original Patent on 07-08-1895 is verified by the Patent Map labeled Township

No. 15 S. Range No. 35 E. B.Mer (Exhibit 4). In Notices of Water Right for the Mountain Water, which are all three dated 3 July 1893 and signed by nine signatures (Exhibit 2), including one David Bowen, it states in item II:

“that the special purpose for which said water is to be used is to irrigate the lands of the appropriators herein and for domestic and culinary purposes. That the place of intended use is on the land of the appropriators herein, situated north and northeast from said point of diversion and situated along the ditch conducting the water mentioned herein.”

David Bowen was one of the original nine appropriators of mountain water. His patented land is north and northeast of the points of diversion and is situated along the ditch conducting the Mountain Water. This land was specifically designated as a place of use by the original Notices of Water Rights in Exhibit 2. This land is now owned by Davis. Davis, his parents and subsequent renters used Mountain Water after this land in Section 22 was acquired in 1986, in same manner as the historical use.

(C) Water from Thomas Davis Canyon is also appurtenant to approximately 75 acres of land owned by Davis in the N1/2 N1/2, Section 34. The indenture made between David P. and Anna D. Thomas (“Thomas”) and J.F. Fredrickson dated 23 August 1946, Oneida County Instrument No. 68243 (Exhibit 3) establishes that one share of the capital stock of Samaria Water & Irrigation Company is appurtenant to the land now owned by Davis in Section 34, (as well as to other lands in Sections 34, 27 and 26, now owned by Dee’s Inc..)

D.P. Thomas and also a relative of Davis, was a known and authorized user of water from Thomas Davis Canyon to irrigate a large garden, orchard and lawn around his homestead in the Samaria mountain area known as Mt. Pleasant. This water use has been verified by his two remaining children, Adele Thomas Harker of Salt Lake City, Utah, and Mary D. Thomas Nelson of Washington, Missouri. John Roderick, a long-time resident of the Samaria/Pleasant View area and recurrent president of the Company also confirms that Thomas was authorized to use Company shares in the Samaria mountain area. Mr. Roderick responded to the Affidavit Questions (see Exhibit 9) issued by the Company in April/May of 2006, and on question number 6 which asks “Was there authorized use of water anywhere above the township lines of Samaria which is also the line of usage as listed by IDWR Plat? If so, who and what property and how many shares?” Mr. Roderick listed D.P. Thomas as an authorized user as well as Jim Thomas.

Mr. Jim Thomas (mentioned in paragraph 3(A) of this document) and also known as James B., or James Thomas was another of the original nine appropriators of mountain water and used this water for domestic, culinary and irrigation purposes on his land in the SW1/4 of Section 22, which was patented on 11-14-1912 (Exhibit 4).

As further evidence of Company authorized use of mountain water in the SW1/4 of Section 22, when this land was sold in 1930, one share of water stock of the Samaria Water & Irrigation Company was listed on the transfer document, an Indenture between John E. and Winnefred Jones and Thomas M. Davis (a Davis relative) dated 19 April 1930, Oneida County Instrument No. 46928, Exhibit 5. This land in the SW1/4 of Section 22 is not presently owned by Davis, but is listed here as another documented example of authorized use of Company water outside the place of use set forth by the Company in its statutory claim, Water Right No. 15-4066. To this date, the Company denies that any such authorized use ever existed, despite the historical documents discussed above.

(D) Pursuant to Bargain and Sale Deed (Indenture) dated July 31, 1893, Exhibit 6, Samaria and Southwest Mountain Water & Irrigation Company sold to Samaria Water & Irrigation Company all of its water rights in Dry Pine, Rosebud and Thomas Davis Canyons. This further evidences that water was previously diverted and used by the Samaria & Southwest Mountain Water & Irrigation Company in the mountain area where Davis's property is.

(E) Instructions to the Water Master of Samaria Water & Irrigation Company for the Year 1942, Exhibit 7, states in Instruction No. 9:

-* 9*-

The mountain water to be divided according to the best judgment of the watermaster in order that all of the above ditch may receive the same amount according to their shares. (Emphasis added.)

This instruction to the watermaster clearly indicates that in 1942 the Company was instructing its own watermaster to deliver the mountain water to the shareholders in that area above the ditch. This flies in the face of the Company's present contention that the primary purpose of the Samaria Creek water is to supplement the big ditch water.

(F) Nothing in the Articles of Incorporation or By Laws of the Company defines the place of use or restricts the place of use, with the exception of By Law Article VI, Section 4.

Section 4 only restricts sales of stock for use "above Pleasantview Hot Springs." Exhibit 8.

4. Based on the foregoing, Davis takes exception to the Company's 1980 Claims and 2006 Claims to the extent that it does not include in the designated place of use the Davis property in the W1/2 of Section 27, the SW1/4 and SE1/4 of the NE1/4 of Section 22, and the Davis property in the N1/2 N1/2 of Section 34. Davis submits that his property in the W1/2 of Section 27, the SW1/4 SW1/4 of the NE1/4 of Section 22 and in the N1/2 N1/2 of Section 34, Township 15 South, Range 35 East should all be included in the place of use of the Company's 1980 Claims and 2006 Claims.

5. In 2005 after the Company complained to IDWR regarding Davis's use of the Mountain Water, Davis voluntarily discontinued diversion and use of water on all his property in the mountain area, even though he believed he was lawfully entitled to use his water on these properties based on his shares and the historic practices. This was in an effort to act in good faith and to avoid further ill will in the hopes that a basis could be established to address and resolve all of these issues in a reasonable and neighborly fashion. Discovery conducted now clearly indicates that Company water has historically been diverted and used in the mountain areas on Davis's properties by him, his parents and their predecessors in interest since at least 1893. It is significant to note that the Company's water rights have never been permitted, licensed or decreed. The place of use has only been identified by a "Statutory Claim" under I.C. §42-248.

6. The Company's use of Samaria Creek water as a dilution source for the "Big Ditch" results in Samaria Creek water being used outside the places of use designated by the Company in its 1980 Claims. Examples of this which are not all inclusive included the following:

(A) None of the land in the SW quarter and SE quarter of the SE quarter of section 14 is within the claimed places of use. John Evans (Board Member) uses water from Samaria Creek to irrigate land in these areas.

(B) In the NW 1/4 NE 1/4 of Section 23, only 5 acres of the 40 total acres are places of use. The bulk of these 40 acres are owned by John Evans (Board Member) and David Reel (Company President) and are all irrigated with water from Samaria Creek.

(C) None of the land in the SW 1/4 NE 1/4 of Section 23 is an authorized place of use for Samaria Creek water. Yet many of these acres are irrigated with water from Samaria Creek.

Specifically, land owned by Daryl Hughes and land owned by Neil and Mike Hughes and operated by Shawn Anderson (Board Member).

(D) In the NW 1/4 SW 1/4 of Section 23, no lands are authorized places of use. Yet land owned by Dees, Inc., also a protestant of Davis's Application for Permit, is irrigated with water from Samaria Creek.

(E) In the NE 1/4 SE 1/4 SW 1/4 of Section 23 no lands are authorized places of use. Yet land owned by the Morgan Family is irrigated with water from Samaria Creek.

Obviously, the Company's claimed place of use is inaccurate and incomplete with respect to the property of Davis and perhaps the Board Members discussed above and other shareholders. If the Company is going to continue to single out Davis for unfair and discriminatory treatment, then the place of use claimed must be applied equally and strictly followed for all shareholders. The entire problem can and should be solved easily by the Company amending its Notice of Claim to reflect the proper place of beneficial use based upon historic practices to include the Davis property.

7. The foregoing documents and records of the Company clearly indicate that the water from these mountain streams were historically diverted and applied to beneficial use in that area above the Big Ditch. Further, that Davis's property where he wants to continue to utilize water available from the Company based upon his shares is well within the lawful place of use based upon the historic diversion and application to use practices. This use forms the very basis of the Company's Claim to waters arising in those mountain streams.

8. The Company's objection to Davis's diversion and use of water on his property has wrongfully and unlawfully deprived him of his share of available water based upon his shares. In order to mitigate his damages and lawfully utilize his water rights, Davis is resuming use of water based upon his shares.

DATED this 31st day of August, 2006.

M.J. DAVIS MEMORIAL LIMITED
PARTNERSHIP

By *M. Jeff Davis*
M. JEFF DAVIS, General Partner

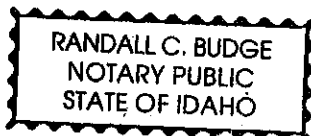
STATE OF IDAHO)
: SS
COUNTY OF BANNOCK)

M. Jeff Davis, being first duly sworn under oath, deposes and states that the foregoing is true and correct to the best of his knowledge, information and belief.

Dated this 31st day of August, 2006.

M. Jeff Davis
M. JEFF DAVIS, General Partner
M.J. Davis Memorial Limited Partnership

SUBSCRIBED AND SWORN TO before me this 31st day of August, 2006.



Randall C. Budge
NOTARY PUBLIC FOR IDAHO,
Residing at Pocatello,
My Commission Expires 10/11/2006

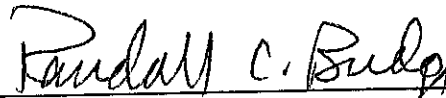
NOTICE OF EXCEPTION - 8

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 31st day of August, 2006, I mailed a true and complete copy of the foregoing instrument, postage prepaid, to the following:

Roger Ling
Michael P. Tribe
Attorneys for
Samaria Water & Irrigation Company
Ling Robinson
P.O. Box 396
Rupert, Idaho 83350

Idaho Department of Water Resources
Eastern Region
900 N. Skyline Drive, Suite A
Idaho Falls, Idaho 83402

A handwritten signature in cursive script, reading "Randall C. Budge", written over a horizontal line.

RANDALL C. BUDGE, Attorney for
M.J. Davis Memorial Limited Partnership

**LIST OF EXHIBITS ATTACHED TO
M.J. DAVIS NOTICE OF EXCEPTION**

1. Deed dated October 9, 1928 from Edward Martin to Daniel Campbell.
(Includes ½ share of Samaria Water Stock appurtenant to W1/2, Section 27)
2. Three Notices of Water Right dated July 3, 1893.
3. Indenture dated August 23, 1946, Oneida County Instrument No. 68243 between Thomas and Fredrickson.
4. Land Patent Map for Township 15 S., Range 35 E., B.M.
5. Indenture dated April 19, 1930, between John E. And Winnefred Jones and Thomas M. Davis. (Includes 1 share of water stock in land in SW1/4 of Section 22.)
6. Bargain and Sale Deed dated July 31, 1893, from Samaria & Southwest Mountain Water and Irrigation Company to Samaria Water & Irrigation Company conveying water rights in Dry Pine, Rosebud and Thomas Davis Canyons.
7. Instructions to the Watermaster of Samaria Water & Irrigation Company for the year 1942.
8. Articles of Incorporation and By Laws of Samaria Water & Irrigation Company.
9. John Roderick Answers to Samaria Water & Irrigation Company's "Affidavit Questions".

LAW OFFICES OF

**RACINE OLSON NYE BUDGE & BAILEY
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201 EAST CENTER STREET
POST OFFICE BOX 1391
POCATELLO, IDAHO 83204-1391

TELEPHONE (208) 232-6101
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SENDER'S E-MAIL ADDRESS: rcb@racinelaw.net

LOUIS F. RACINE (1917-2005)
WILLIAM D. OLSON
W. MARCUS W. NYE
RANDALL C. BUDGE
JOHN A. BAILEY, JR.
JOHN R. GOODELL*
JOHN B. INGELSTROM
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BOISE OFFICE

101 SOUTH CAPITOL
BOULEVARD, SUITE 208
BOISE, IDAHO 83702
TELEPHONE: (208) 395-0011
FACSIMILE: (208) 433-0167

IDAHO FALLS OFFICE

477 SHOUP AVENUE
SUITE 203A
IDAHO FALLS, ID 83402
TELEPHONE: (208) 528-6101
FACSIMILE: (208) 528-6109

*ALSO MEMBER WY & IL BARS
**ALSO MEMBER UT BAR
***ALSO MEMBER CO BAR
†ALSO MEMBER D. C. BAR
††ALSO MEMBER MO BAR
†††ALSO MEMBER CA BAR
‡ALSO MEMBER IL BAR
‡‡ALSO MEMBER WA BAR

August 31, 2006

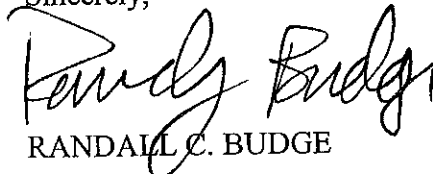
Idaho Department of Water Resources
Eastern Region
Attn: Sharla Cox, Adm. Assistant
900 N. Skyline Drive, Suite A
Idaho Falls, Idaho 83402-1718

Re: *Samaria Water & Irrigation Company Amended Statutory
Claim Nos. 15-4066, 15-4067 and 15-4068*

Dear Sharla:

Enclosed for filing please find the Notice of Exception and attached exhibits we are submitting on behalf of M.J. Davis with respect to the above-referenced matter. You will note per the Certificate of Mailing we have served copies upon the company's attorneys Roger Ling and Michael Tribe.

Sincerely,


RANDALL C. BUDGE

RCB:rr

Enclosure

cc: Roger Ling/Michael Tribe (w/encls.)

Jeff Davis

THIS INDENTURE, Made this 9th day of October in the year of our Lord one thousand nine hundred and Twenty-eight between Edward Martin and his wife Emma Martin

of Samaria: County of Oneida State of Idaho the parties of the first part, and Daniel Campbell
of Malad County of Oneida State of Idaho the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of

Three Thousand and no/100----- Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

The West half of Section Twenty-Seven(27) in Township Fifteen South, Range Thirty-Five(35) East of the Boise Meridian, in Idaho, containing 320 acres; together with all improvements located thereon and all acquired rights of roadway leading to and from the above described premises to the main highway.

Also One-Half share of the Capital Stock of the Samaria Water and Irrigation Company, an Idaho Corporation

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in the Presence of
S.T. Jeppesen

Edward Martin (SEAL)
Emma Martin (SEAL)
(SEAL)
(SEAL)

STATE OF Utah

County of Weber

ss.

On this Tenth day of June in the year 19 29 before me,

S.T. Jeppesen a Notary Public in and for said County, personally appeared

Edward Martin and his wife Emma Martin

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 above written.

(SEAL) S.T. Jeppesen

Notary Public; Residing at Ogden, Utah

(SEAL)

My Commission Expires

Aug. 29, 1930

Filed for record this 30th day of July A. D. 1929 at 2-40 o'clock P. M.

J.V. Lykins
Ex-Officio Recorder.

By Deputy.

Notice
of
Water Right

Rose Brush Canyon

James Thomas et al

To whom these presents may come greeting:

Be it remembered that James Thomas, Daniel J. Williams, Jeremiah H. Williams, Richard Morse, Daniel E. Price, John E. Price, William H. Thomas, William Jones and David Bowen, of Samaria, Oneida County, Idaho, do hereby publish and declare, as legal notice to all the world,

1st. That they have a legal right to the use, possession and control of and claim fifty inches of the waters of Rose Brush Canyon, 3 miles South W. of Samaria in said County and State measured under a four inch pressure and flowing at the point of diversion, which point of diversion is described as follows: At a point at the mouth of said Canyon where a ditch from Day Pine Canyon intersects the same.

2nd. That the special purpose for which said water is to be used, is to irrigate lands of the appropriators herein and for domestic and culinary purposes.

That the place of intended use, is on the lands of the appropriators herein, situated North and North East from said point of diversion and situated along the ditch conducting the water mentioned herein.

3rd. That we intend to divert it from said Rose Brush Canyon by means of a ditch of the following dimensions and carries or conducts fifty inches of water from said Canyon, a ditch one foot wide and one ft deep.

Witness our hands at Samaria, Idaho, July 3 1893.

James Thomas
Richard Morse
Daniel E. Price
John E. Price

William H. Thomas
Daniel J. Williams
Jeremiah H. Williams
William Jones
David Bowen

State of Idaho, County of Oneida } ss.

Richard Morse being first duly sworn deposes and says that he is of lawful age and one of the appropriators and claimants of the water and water right mentioned in the foregoing notice of appropriation and claim, and the persons whose names are subscribed thereto as appropriators and claimants he knows, and also knows the contents of said instrument and that the same is true and correct. Richard Morse.

Subscribed and sworn to before me this 3rd day of July, 1893.

Seal

Ed. Stone, Circuit Court Commissioner.

State of Idaho, County of Oneida } ss.

Daniel E. Price being duly sworn deposes and says that he is one of the appropriators named herein and that the foregoing is a full true and correct copy of the notice posted at place designated herein on the 3rd day of July 1893. Daniel E. Price.

Seal

Recognized at the request of Stone and Evans
July 5th 1893 at 15 minutes past 10 A.M.

Chas. H. Jones Recorder of Oneida Co.

17
State of Idaho }
County of Oneida } ss } *James Thomas et al* } Dry Pine Canyon.

To all whom these presents may concern,
Be it known, That James Thomas, Richard Morse, David E Price, John E Price, Wm R. Thomas, Dan'l J. Williams, Jeremiah H. Williams, Wm Jones and David Bowen of Samaria in said County and State, do hereby publish and declare, as a legal notice to all the world, 1st. That we have a legal right to the use, possession and control of and claim One hundred inches of the waters of Dry Creek Canyon 3 miles S.W. of Samaria in said County and State, measured under a four inch pressure, and flowing at the point of diversion, which point of diversion is described as follows: at a point 40 rods below the mouth of said Canyon on the East side of said Canyon and conducted into Rose Brush Canyon, 2nd. That the special purpose for which said water is intended to be used, is to irrigate the lands of the appropriators herein and for domestic and culinary purposes. That the place of intended use, is on the lands of the appropriators herein situated North and N. East from said point of diversion and situated along the ditch conducting the water herein. 3rd. That we intend to divert it from said Dry Creek Canyon by means of a ditch of the following descriptions, Two feet wide and one foot deep in size and carries or conducts 100 inches of water from said Canyon.

Witness our hands at Samaria, Idaho, this 3rd day of July 1893.

Locators { James Thomas
Richard Morse
David E Price
John E Price

Wm R. Thomas
Dan'l J. Williams
Jeremiah H. Williams
William Jones
David Bowen

State of Idaho, County of Oneida } ss

Richard Morse, having been first duly sworn deposes and says that he is of lawful age and one of the appropriators and claimants of the water and water right mentioned in the foregoing Notice and Statement of appropriation and claim and the persons whose names are subscribed thereto as the appropriators and claimants that he knows the contents of said notice and statement foregoing and that the matters and things therein stated are true.

Richard Morse.

Subscribed and sworn to before me this 3rd day of July 1893.
C. F. Stone U.S. Circuit Court Commissioner.

State of Idaho, County of Oneida } ss

Daniel E Price being duly sworn says that he is one of the appropriators herein and that the foregoing instrument is a full true and correct copy of a notice by him posted at place designated therein on the 3rd day of July 1893.

Daniel E Price.

Subscribed and sworn to before me this 3rd day of July 1893.

State of Idaho, County of Oneida } ss

H. R. Evans Notary Public.

I hereby certify that this instrument was filed for record at request of Stone & Evans at 20 minutes past 10 o'clock A.M. this 5th day of July A.D. 1893. at my office

C. F. Stone
Recorder of Oneida Co

70
 Notice of Water Right } Thomas Davis
 James Thomas } Canyon

To all whom these presents may come greeting:

Be it known that James Thomas, Richard Morse, Daniel E Price, John E Price, William R. Thomas, Daniel J. Williams, Jeremiah A. Williams, William Jones, & David Bowen, of Samaria, Oneida County, Idaho do hereby publish and declare, as legal Notice to all the world,

I. That they have a legal right to the use, possession and control of and claim one hundred and fifty inches of water of Thomas Davis Canyon $\frac{1}{2}$ miles South West of Samaria in said County and State, measured under a four inch pressure and flowing at the point of diversion, which point of diversion is described as follows: at a point on the East side of said Canyon about one fourth mile below the mouth of said canyon.

II. That the special purpose for which said water is to be used, is to irrigate the lands of the appropriators herein and for domestic and culinary purposes. That the place of intended use, is on the lands of the appropriators herein, situated North and North East from said point of diversion and situated along the ditch conducting the water mentioned herein.

III. That we intend to divert it from said Thomas Davis Canyon by means of a ditch of the following dimensions and carries or conducts _____ inches of water from said canyon a ditch 2 feet wide and $\frac{1}{2}$ feet deep.

Witness our hands at Samaria, Idaho, July 3rd 1893.

James Thomas
 Richard Morse
 Locators } Daniel E Price
 John E Price

William R. Thomas
 Daniel J. Williams
 Jeremiah A. Williams
 William Jones
 David Bowen

State of Idaho } ss
 County of Oneida }

Richard Morse being first duly sworn deposes and says that he is of lawful age and one of the appropriators and claimants of the water and water right mentioned in the foregoing notice of appropriation and claim and the persons whose names are subscribed thereto as appropriators and claimants he knows, and also knows the contents of said instrument and that the same is true and correct.

Richard Morse.

Subscribed and sworn to before me this 3rd day of July 1893.

Seal

C. F. Stone
 Ad. Circuit Court Commissioner.

State of Idaho } ss
 County of Oneida }

Daniel E Price being duly sworn says that he is one of the appropriators named herein, that the foregoing is a true copy of the notice posted at point designated therein on the 3rd day of July 1893.

Daniel E Price.

Subscribed and sworn to before me this the 3rd day of July 1893.

Seal

N. B. Evans Notary Public

Recorded at the request of Stone & Evans

July 5th 1893 at 25 minutes past 10 A.M.
 C. F. Stone Recorder of Oneida Co.

Instrument No. 68243

WARRANTY DEED

THIS INDENTURE, Made this --23rd. day of --August;-----, in the year of our Lord one thousand nine hundred and Forty-Six;-----, between David P. Thomas and his wife Anna D. Thomas of --Malad;-----, County of --Oneida-----, State of --Idaho-----, the parties of the first part, and ---J. F. Fredrickson;-----

of --Malad-----, County of --Oneida;-----, State of --Idaho-----, the party of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration----- DOLLARS, lawful money of the United States of America, to --them----- in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in the County of Oneida, State of Idaho, to-wit:

The East Half of Section Twenty-Seven (27), the Southwest quarter of Section Twenty-Six (26), the North Half of the Northeast quarter and the North Half of the Northwest quarter of Section Twenty-Four (24) all in Township Fifteen (15) South of Range Thirty-Five (35) East of the Boise Meridian, in Idaho, together with all improvements located thereon, and all waters and water rights used with, upon and belonging to or in anywise appurtenant to the above described lands, and all acquired or deeded rights of roadway used with and leading to and from the above described premises to the main Public Highways.

Also One Share of the Capital stock of the Samaria Water and Irrigation Company, an Idaho corporation-----

\$9.00 Documentary stamps attached and duly cancelled.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever, and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written:

Signed, Sealed and Delivered in the Presence of

.....H. E. Thomas.....	David P. Thomas..... (SEAL)
.....	Anna D. Thomas..... (SEAL)
.....	(SEAL)
.....	(SEAL)

STATE OF IDAHO, }
COUNTY OF Oneida } ss.

On this --23rd.--day of --August;----- in the year 19 46, before me, ---H. E. Thomas-----, a Notary Public in and for said State, personally appeared David P. Thomas and his wife Anna D. Thomas;-----

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 above written.

(Seal) H. E. Thomas
Notary Public for the State of Idaho, residing at
Malad, Idaho.

STATE OF IDAHO, }
COUNTY OF ONEIDA, } ss.

Filed for record this 17th day of March, A.D. 19 47, at 2:30 o'clock P. M.

John H. McAllister By: Merle Read Deputy
Ex-Officio Recorder.

Copy of Seal

Township No. 15 South Range No. 35 L. D. Mex.

Thomas	Thorpe	Alva	Chas. E. Thomas	Chas. R. Thomas	John O. Thorpe	John O. Thorpe	Joseph. Thorpe
Pat. 4-2-20			Pat. 10-8-15	Pat. 12-3-18	Pat. 5-12-90	Pat. 5-12-90	Pat. 7-28-94
Ervin	W. Smith	Jesse F. Huntman	Chas. Alma. Wright	Wm. E. Morse	Wm. Morse	Emeline Waldron	Sam'l. D. Davis
Pat. 7-17-17		Pat. 6-9-13	Pat. 2-5-17	Pat. 11-2-96	Pat. 3-7-98	Pat. 4-9-91	Pat. 4-9-91
Morse	Williams	John	John	Roderick	Wm. Morse	Wm. Morse	John E. Jones
Pat. 4-5-16				Pat. 11-8-84	Pat. 11-8-84	Pat. 11-8-84	Pat. 8-3-91
0-13-15	John	John	Roderick	Thos. Morse	Wm. Morse	Wm. Morse	John. P. Jensen
Pat. 3-2-17			Pat. 3-23-17	Pat. 11-8-84	Pat. 11-8-84	Pat. 11-8-84	Pat. 2-1-92
H. Williams	A. B. Byble	Pat. 3-23-17	Pat. 3-23-17	Pat. 11-8-84	Pat. 11-8-84	Pat. 11-8-84	Pat. 11-8-84
Pat. 3-23-17							
1	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
54	54	54	54	54	54	54	54
17	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
18	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
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24	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
25	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
26	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
27	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
28	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
29	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
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49	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
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51	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
52	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
53	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
54	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
55	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
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62	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
63	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
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65	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
66	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
67	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
68	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
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70	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
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77	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
78	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
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83	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
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92	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
93	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
94	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
95	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
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97	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
98	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
99	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11
100	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11	12-5-11

AHN: Rndy Podge

Instrument No. 46928

Deeds Book 20 pg 37B

THIS INDENTURE, Made this 19th day of April in the year of our Lord one thousand nine hundred and Thirty between John E. Jones and wife Winniefred Jones

of Malad County of Oneida State of Idaho the parties of the first part, and

of Sumaria County of Oneida State of Idaho the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of

Twenty-nine hundred - - - - - Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

The Southwest Quarter of Section 22, Township 15 South, Range 35 East,
Boise Meridian; also
One share of water stock of the Sumaria Water and Irrigation Co.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in the Presence of

John E. Jones (SEAL)
Winniefred Jones (SEAL)
(SEAL)
(SEAL)

STATE OF Idaho

County of Oneida

ss.

On this 19th day of April in the year 1930 before me

T. E. Ray

Notary Public

in and for said County, personally appeared

John E. Jones and his wife Winniefred Jones

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 above written.

(SEAL)
Commission Expires

T. E. Ray
Notary Public for the State of Idaho
Residing at Malad, Idaho.

Filed for record this 20th day of April A. D. 1930 at 4:20 o'clock P. M.

J. V. Lykins

Ex-Officio Recorder.

By L. L. Peck

Deputy.

COMPARED

This Indenture, Made the 31st day of July
in the year of our Lord, one thousand eight hundred and ninety Three
Between The Samaria and South West
Mountain Water and Irrigating Co.
of Samaria, Oneida County, Idaho,
party of the first part and
The Samaria Water and Irrigating
Company of the same place
the party of the second part,
Witnesseth, that the said party of the first part, for and in consideration of
the sum of Fifty DOLLARS,
lawful money of the United States of America, to it in hand paid by the
said party of the second part, the receipt whereof is hereby acknowledged, have
granted, bargained, sold, aliened, remised, released, conveyed and confirmed,
and by these presents do ~~grant~~, bargain, sell, alien, remise, release, convey and
confirm unto the said party of the second part, and to its heirs and assigns
forever, all those certain streams of
water ^{in right of} known as "Dry Creek",
"Rose Bush" and "Thomas Davis"
Canyons, near Samaria, in Oneida
County, Idaho, being the same
water duly located by said
grantor company herein on the
3rd day of July, 1893, and filed
for record in the office of the
County Recorder of said county,
on said date.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said part of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and ~~its~~ heirs and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set ~~its~~ hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

+ Daniel J. McLeans

D. J. McLeans

Richard Mardle [SEAL]

James Thomas [SEAL]

Daniel E. Price [SEAL]

X . . . X

clerk of said
inferior

United States of America.

State of Idaho

~~Territory of Utah,~~

County of *Oneida* } ss.

On this *31st* day of *July* A. D. one thousand eight hundred
and ninety *three* before me, *a Justice of the Peace*
a Notary Public in and for said *Samaritan Precinct, Oneida* County;
duly commissioned and qualified, personally appeared the within named
Richard Morse, Jas. Thomas, Samuel E. Price, David Ramsey
& Jeremiah H. Williams, Directors of said company named therein
whose name *I am* subscribed to the foregoing Deed of Conveyance as grantor
therein, personally known to me to be the identical person mentioned in and
who executed the same, and duly acknowledged to me that *they* executed the
same freely and voluntarily, and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed
my official seal, the day and year in this Certificate
first above written.

David T. Davis
Justice of the Peace,
Samaritan Precinct,
Oneida Co., Idaho.

Page 210

Deed.

S. E. S. M. W. E. D. Co.

TO

S. M. E. D. Co.

Dated July 31, 1893

RECORDED AT THE REQUEST OF

Stone & Co.

October 27, 1893

at 30 min. past 3

P. M., in book 1 second of

Deeds, page 380

C. M. Moore

Recorder, Orinda County

C

The S. & J. W. M. & Co

To

The S. W. and S. Co

SS.

This Indenture, Made the 31st day of July in the year of our Lord one thousand eight hundred and ninety three Between, The Samaria and South West Mountain Water and Irrigating Company party of the first part and The Samaria Water and Irrigating Company of the same place the party of the second part, Witnesseth, that the said party of the first part, for and in consideration of the sum of fifty dollars lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part and to its heirs and assigns forever, all those certain streams of water in what is known as dry pint, Rose Bush and Thomas Davis Canyons near Samaria, in Oneida County, Idaho, being the same water duly located by said grantor Company herein on the 3rd day of July 1893 and filed for record in the office of the County Recorder of said County on said date.

Together with all and singular the tenements hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the rents issues and profits thereof, also also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said part of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances. To have and to hold, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, and its heirs and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set its hand and seal the day and year first above written,

Signed, Sealed and Delivered } Richard Morse
in the Presence of } James Thomas
Daniel J. Williams } Daniel E. Price
10. 5. 93



State of Idaho } ss.
County of Oneida }

On this 31st day of July A.D. one thousand eight hundred and ninety three before me a Justice of the Peace in and for Samara Precinct, Oneida County duly commissioned and qualified, personally appeared the within named Richard Mosser, Jas Thomas, Daniel C Brice, David Bowen and Jeremiah A Williams, Directors of said Company named therein whose names are subscribed to the foregoing Deed of Conveyance as grantors therein, personally known to me to be the identical person mentioned in and who executed the same, and duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand this day and year in this certificate first above written.

David J. Davis

Justice of the Peace

Samara Precinct, Oneida County, Idaho.

Recorded at the request of Stone and Evans
October 27th A.D. 1893 at 3³⁰ P.M.

C. J. Thomas

Recorder of Oneida Co

page 1

Instructions to the watermaster of the Samaria Water and Irrigation Co., For the Year 1942.

--* 1 --*

Number of inches per stream 100 inches

--* 2 --*

Number of hours per share 6 hours

--* 3 --*

Unless the above are changed by the board

--* 4 --*

Water turns running out during the night may be adjusted to give or take in order to make daylight turns, necessary adjustment to be made on the following turn.

--* 5 --*

Not permissible to carry over shares from one turn to another, (only for garden purposes)

--* 6 --*

Shareholders must be given 24 hours notice of water turn by the WATERMASTER

--* 7 --*

Leaks in boxes causing loss of water to the Company, to be charged to the person using the box at the time of the loss

--* 8 --*

When shares are rented notice must be given the Watermaster before the water turn is started, so the same may be charged to the shareholder rented from, Therefore preventing the same from being used more than once during the turn or the season.

--* 9 --*

The mountain water to be divided according to the best judgement of the watermaster in order that all above the ditch may receive the same amount according to their shares.

--* 10 --*

Shares rented from shareholders south of the Warm springs cannot be used from the upper ditch unless there is water available without making the turns farther apart than the turns south of the Warm springs.

page 2

--* 11 --*

It is your duty to report to the Board part of the water out of their turns --* Or in an emergency from the Canals of the Company more than they are entitled to.

--* 12 --*

You must measure the streams of the Company every fifteenth of each month, and keep a record of the same in your record book furnished to you.

--* 13 --*

You must follow the ditch once each week from the head to the other

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION
of

THE SAMARIA WATER AND IRRIGATION COMPANY

KNOW ALL MEN BY THESE PRESENTS: That we, Joseph R. May and Warren Edwards, the President and Secretary, respectively, of the Samaria Water and Irrigation Company, a corporation duly organized and existing under the laws of the State of Idaho, being first duly and severally sworn, say:

That at a Special Meeting of the Board of Trustees of the Samaria Water and Irrigation Company, duly called and held at Malad City, Idaho, on June 4, 1971, at which a quorum of the members of the Board were present, the following resolution and order was duly and unanimously adopted, to-wit:

"BE IT RESOLVED by the Board of Trustees of The Samaria Water and Irrigation Company, that a Special Meeting of the Stockholders of said Company be and the same is hereby called, to be held at the Samaria Ward Church, in Samaria, Oneida County, State of Idaho, at 8:00 o'clock P.M., on the 15th day of July, 1971, for the purpose of considering and acting upon the following matters:

1. To amend the Articles of Incorporation of the Company in the following particulars:

(a) To increase the capital stock of the Company from 1000 shares of the par value of \$20.00 per share to 1000 shares of the par value of \$400.00 per share.

(b) To give the corporation perpetual existence.

"BE IT FURTHER RESOLVED that the Secretary be, and he is hereby ordered and directed to give notice of such Special Meeting of the Stockholders in the manner provided by law."

That pursuant to said RESOLUTION the Secretary of said Company did, at least 30 days prior to the date set for said Special Meeting of the Stockholders, duly served upon each stockholder of the Company a written NOTICE of said Special Stockholders Meeting in words and figures following:

NOTICE IS HEREBY GIVEN:

June 14, 1971

That a Special Meeting of the Stockholders of THE SAMARIA WATER AND IRRIGATION COMPANY is hereby called and will be held on Thursday, the 15th day of July, 1971, at 8:00 o'clock P.M. at the Samaria Ward Church, in Samaria, Oneida County, State of Idaho, for the purpose of voting and acting upon the following Resolutions and transacting such other business as shall properly come before the said meeting, to-wit:

I.

RESOLVED that the Articles of Incorporation of The Samaria Water and Irrigation Company be amended as follows:

1. That ARTICLE IV be amended so that it shall, as amended, read as follows, to-wit:

"That this Corporation shall have perpetual existence."

2. That ARTICLE V be amended so that it shall, as amended, read as follows, to-wit:

"That the amount of the Capital Stock of the corporation is and shall be Four Hundred Thousand Dollars (\$400,000.00), divided into One Thousand shares of the par value of Four Hundred Dollars (\$400.00), each; of which 723 shares have been subscribed and are paid for in full."

BY ORDER OF THE BOARD OF TRUSTEES

Warren Edwards,

Secretary

That on the 15th day of July, 1971, at 8:00 o'clock P.M., at the Samaria Ward Church, in Samaria, Oneida County, State of Idaho, the following Resolution was duly passed by a vote of more than two-thirds of the outstanding capital stock of said corporation, said Resolution being in words and figures following, to-wit:

RESOLVED that the Articles of Incorporation of The Samaria Water and Irrigation Company be amended as follows:

1. That ARTICLE IV be amended so that it shall, as amended, read as follows, to-wit:

"That this Corporation shall have perpetual existence."

2. That ARTICLE V be amended so that it shall, as amended, read as follows, to-wit:

"That the amount of the Capital Stock of the corporation is and shall be Four Hundred Thousand Dollars (\$400,000.00), divided into One Thousand shares of the par value of Four Hundred Dollars (\$400.00), each; of which 723 shares have been subscribed and are paid for in full."

That the total number of shares of the subscribed capital stock of said corporation at said time was 723 shares. That the amount of capital stock represented on the adoption of said Resolution was 506.65 shares; that the total amount of shares of stockholders voting in the affirmative on said Resolution was 506.65 shares, and there were no shares voting against the passage of said Resolution.

That the total amount to which the capital stock of said corporation has been increased is Four Hundred Thousand Dollars (\$400,000.00), divided into One Thousand (1000) shares of the par value of \$400.00 each.

That the corporation was given perpetual existence.

IN WITNESS WHEREOF we have hereunto set our hands this 16th day of July, 1971.

Joseph R. May
President

William M. Edwards
Secretary

Subscribed and sworn to before me this 16th day of July, 1971.

E. H. Scott
Notary Public at Malad City, Idaho
My Commission expires May 19, 1975

State of Idaho, County of Oneida ss.

I hereby certify that this instrument was filed for record at request of E. H. Scott at 4:55 minutes past 2 o'clock P.M. on the 16 day of July, 1971.
AND duly recorded on film as last file.

Fee 1.00

Robert H. Sweet
Ex-Officio Recorder
Malad, Idaho

ARTICLES OF INCORPORATION OF
THE SAMARIA WATER AND IRRIGATION COMPANY

KNOW ALL MEN BY THESE PRESENTS; That we the undersigned have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of Idaho, for the re-incorporation of The Samaria Water and Irrigation Company whose present Charter has expired; and we do certify;

ARTICLE I.

That the name of this corporation shall be and is The Samaria Water and Irrigation Company.

ARTICLE II.

That the principal place of business of this corporation is and shall be at Samaria in the County of Oneida and State of Idaho.

ARTICLE III.

That the number of Directors shall be Seven; and until their successors are elected and qualified the following named persons shall be the officers and directors of this corporation, namely;

NAMES	RESIDENCE
David Hughes	Samaria, Idaho; President and Director
William A. Morse	Samaria, Idaho; Vice-President and Director
Hyrum W. Jones	Pleasantview, Idaho; Secretary and Treasurer
Levi S. Waldron	Gwenford, Idaho; Director
Samuel J. Williams	Samaria, Idaho Director
Samuel Williams	Samaria, Idaho Director
Alfred Atkinson	Samaria, Idaho Director

ARTICLE IV.

That the term for which this corporation is to exist is and shall be Fifty Years from and after the date of its incorporation.

ARTICLE V.

That the amount of the capital stock of this corporation is and

will be issued upon the surrender of the same.

ARTICLE VI.

That the purposes for which this corporation is formed are to convey the waters of Big Malad River from a point about two miles below the head thereof, and also the waters of Sulphur Springs otherwise known as Warm Springs; and also the waters of Thomas Davis Rose Bush and Dry Pine streams, located North and South and West of Samaria, Oneida County, Idaho, by ditches, canals and aqueducts; or other means of conveying waters, to the lands in and about Samaria in the valley of Malad in said Oneida County, Idaho, for the purpose of irrigating said lands, and for the further purposes that this corporation may require; to establish reservoir sites; to build, erect and maintain reservoirs for the impounding of waters for agricultural purposes, and to buy, own, sell and acquire real estate necessary for the uses and requirements of this corporation; to apply for, acquire and obtain permits for the appropriation and distribution of waters for agricultural and irrigation purposes, and to retain all its acquired rights to waters, reservoir sites, ditch and canal rights of way, now owned or claimed and belonging to it, however evidenced and, to do all things necessary for the proper operation and management of this Company for its properties in Malad Valley, Oneida County, Idaho.

IN WITNESS WHEREOF we have hereunto set our hands and seals this the 8th. day of March 1924.

Signed and sealed
in the presence of

David Hughes	SEAL
Wm. L. Morse	SEAL
E. J. Jones	SEAL
C. J. Williams	SEAL
W. C. Waldron	SEAL
Samuel Williams	SEAL
W. F. Atkinson	SEAL
Owen L. Davis	SEAL
Charles W. Price	SEAL

STATE OF IDAHO)
)
) SS
County of Oneida)

On this the 8th. day of March 1924 before me
J. Peter Jensen; Clerk of the District Court for said County
and State, personally appeared David Hughes; William E. Morse
Myrum W. Jones; Samuel J. Williams; Levi S. Waldron; Samuel
Williams; Alfred Atkinson; Owen T. Davis; Daniel E. Price
John Daniels and J.F. Fredrickson, known to me to be the persons
whose names are subscribed to the within instrument and ac-
knowledged 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 above
written.

Clerk of the District Court for Oneida
County, Idaho.

STATE OF IDAHO)
)
) SS
COUNTY OF ONEIDA)

I, J. Peter Jensen; Clerk of the District
Court and Ex-Officio Auditor and Recorder, do hereby certify
that the foregoing is a full true and correct copy of the Articles
of Incorporation of The Samaria Water and Irrigation Company, as
filed in my office the 10th. day of March 1924.

J. Peter Jensen
Clerk of the District Court and
Ex-Officio Auditor and Recorder.

BY LAWS
OF
THE SAMARIA WATER AND IRRIGATION COMPANY

ARTICLE 1. OFFICE.

The principal office of the Corporation in the state of Idaho will be located at Samaria in the county of oneida.

ARTICLE 2. Stockholders.

Section 1. Annual Meeting.

The regular annual meeting of the stockholders shall be held on the frist Monday in March of each year at Samaria ,Idaho, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the state of Idaho, such meeting shall be held on the next succeeding business day.

Section 2. Special Meetings.

Special meetings of the stockholders for any purpose may be called by the President or by the Board of Directors and shall be called by the President at the request of holders of not less than one-fifth of all the outstanding shares of the corporation entitled to vote at the meeting.

Section 3. Notice of Meeting.

Written notice of the time, place and purposes of meetings including annual meetings shall be given by the secretary or other person authorized so to do, to all stockholders entitled to vote at such meeting, at least ten (10) days prior to the day named for the meeting. If such written notice is placed in the united states mail, postage prepaid, and addressed to a shareholder at his last known post-office address, notice shall be deemed to have been given him.

Section 4. Quorum.

A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorm at a meeting of the shareholders, provided however, that at the annual meetings of the shareholders duly noticed, those shareholders present either in person or by proxy shall constitute a quorm and may elect Directors and transact all other business proper to be done by them.

Section 5. Proxies.

At all meetings of the stockholders, a stockholder may vote by proxy exouted in writing by the stockholders or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting.

Section 6. Voting of Shares.

Subject to the provisions of Section 7 of this Article II, each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of stockholders.

Section 7. Cumulative Voting.

At each election for Directors every Stockholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are Directors to be elected and for whose election he has a right to vote, or to cumulate his votes by giving one candidate as many votes as the number of such Directors multiplied by the number of his shares shall equal or by distributing such votes on the same principle among any number of candidates.

ARTICLE III. Directors.

Section 1. General Powers.

The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2. Number, Tenure, and Qualifications.

The number of Directors of the Corporation shall be Seven (7) consisting of a President, a Vice-President and five Directors.

Each Director shall hold office until the next annual meeting of the Stockholders and until his successor shall have been elected and qualified.

Section 3. Meetings.

A regular meeting of the Board of Directors shall be held without notice other than this By-Law immediately after, and at the same place as, the annual meeting of Stockholders.

The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings without other notice than such resolution.

Special Meetings of the Board of Directors may be called by or at the request of the President or any two Directors.

Section 4. Notice.

Notice of any Special Meeting shall be given at least two days previously thereto by written notice delivered personally or mailed to each Director at his business address.

Section 5. Quorum.

A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of

the Board of Directors, but if less than such majority is present at a meeting a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 6. Manner of Acting.

The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 7. Vacancies.

Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors.

A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 8. Compensation.

The members of the Board of Directors shall receive no compensation for their services as such.

Section 9. Powers.

(a) To call Special Meetings of the Stockholders at their discretion, giving such notice as prescribed by law. It shall be their duty to call Special meetings upon the written request of persons representing at least one-fifth of the capital stock actually paid up.

(b) To appoint a Watermaster on the fourth Monday of March of each year, prescribe his duties, fix his compensation and require of him such security of the faithful performance of his duties as may be determined by the Board of Directors.

(c) To levy and cause to be collected such assessments as may be necessary for the use of the Company, in the manner provided by law. No water shall be delivered to any person owning stock, or using water under stock, upon which an assessment has been made and remains unpaid.

(d) To make rules and regulations for the guidance of the officers of the Company.

(e) To incur such indebtedness as they may deem necessary for the normal operation and maintenance of the Company and distributing system during the year of tenure of the Board then acting.

(f) It shall be the duty of the Board to cause to be kept a complete record of all their meetings and acts, and also of the proceedings of the Stockholders; present a full statement at the regular annual meeting of the Stockholders showing in detail the collections, disbursements, and liabilities of the Company, and generally the condition of its property. A similar statement shall be presented at

any other meeting of the Stockholders when thereto previously requested by persons representing at least one-third of the stock actually paid up.

(g) To cause to be issued to the Stockholders in proportion to their interest in the Company certificates of stock not to exceed in the aggregate the capital stock of the Company. Said certificates to be subject to assessment as herein provided.

(h) They shall impose a fine of not less than Ten (\$10.00) nor more than Fifty Dollars (\$50.00) upon any member of the Company for each and every time that he takes any water out of his turn and without the consent of the Watermaster, and shall instruct the Watermaster after such fine has been imposed upon any Stockholder to withhold the water from said Stockholder until the fine is paid.

(i) All fines that may be collected of any members of the Company shall be expended under the direction of the Board of Directors the same as any other money belonging to the Company.

(j) To make rules and regulations for the guidance of the Watermaster as they may deem necessary to enable him to distribute the water of the Company to its Stockholders according to the shares owned by each Stockholder, and to this end shall provide the Watermaster with a suitable Book to keep time of watering. He shall set down the date and time of day the Company commenced irrigating and the names of the persons using it and the number of shares each person draws water on, and the time when each person commenced and left off, and the amount of inches each had at the measuring gate.

(k) No contract, appointment or any bargain whatever shall be valid or binding on the Company when such contract appointment or bargain shall be between the Board of Directors and one of its own members, other than the lawful business of the Company.

(l) It shall be the duty of the Board to inspect or cause to be inspected the springs, ditches and channels of all springs and sources of water belonging to the Company and to prevent the appropriation of Company waters by any person whomsoever.

ARTICLE IV. Officers.

Section 1. Number.

The officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The Secretary may act in the dual capacity of Secretary- Treasurer at the instance of the Board of Directors.

Section 2. Election and term of Office.

The officers to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Stockholders. Each officer shall

hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed from office.

Section 3. Removal.

Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Company would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies.

A vacancy in the office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President.

The President shall be the principal executive officer of the Company, and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall have the following powers, and it shall be his duty:

(a) Preside at all meetings of the Board of Directors and of the Stockholders.

(b) Sign as President all certificates of stock and all contracts and other instruments in writing which have been first approved by the Board of Directors.

(c) Draw all checks and warrants on the Treasurer.

(d) He shall cast the tie-breaking vote in all situations where a tie vote has been encountered by the Stockholders or the Board of Directors.

(e) He shall supervise all the officers and employees of the Company, see that their duties are properly discharged, and report to the Board of Directors any negligence or mis-conduct of such officers and employees.

Section 6. Vice President.

In the absence of the President or in the event of his death, or inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers and be subject to all the restrictions upon the president.

Section 7. Secretary.

The Secretary shall be appointed by the Board of Directors at their first meeting and shall hold his office during the pleasure of the Board of Directors. He shall have the following powers and be charged with the following duties:

(a) Keep the minutes of the Stockholders' meetings and of the Board of Directors' meetings in one or more books provided for that purpose.

(b) See that all notices are duly given in accordance with the provisions of these By Laws as required by law.

(c) Be the custodian of the corporate records and of the seal of the Company, and see that the Seal of the Company is affixed to all documents, the execution of which on behalf of the corporation under its seal, is duly authorized.

(d) Keep a register of the postoffice address of each Stockholder which shall be furnished to the Secretary by such Stockholder.

(e) Sign with the President, or Vice President, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors.

(f) Have general charge of the stock transfer books of the Company.

(g) In general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. Treasurer.

The Treasurer shall be appointed by the Board of Directors at their first meeting and shall hold his office at the pleasure of the Board of Directors. He shall have the following powers and be charged with the following duties:

(a) Have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the Company from any source whatsoever, and deposit all such moneys in the name of the corporation in such Banks as shall be selected by the Board of Directors.

(b) In general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

ARTICLE V. Contracts, Loans and Checks.

Section 1. Contracts.

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

No contract by any officer or officers of the Company shall be valid without the previous authorization or subsequent ratification of the Board of Directors.

Section 2. Loans.

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

Section 3. Checks, Drafts, etc.

All checks, drafts, or other orders for the payment of Money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

ARTICLES VI. Certificates for Shares.

Section 1. Certificates for Shares.

Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. Such Certificates shall be signed by the President and by the Secretary when issued. All certificates for shares shall be consecutively numbered.

The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Company.

Section 2. Transfer of Shares.

Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

No transfer of any shares of stock shall be valid upon which any assessments are due and unpaid, or the holder thereof is indebted in any way to the Company without the consent of the Board of Directors.

Section 3. Stock Rights.

Each share of stock issued and outstanding shall represent the right to share equally with every other share of stock issued and outstanding in the delivery and use of irrigation water available to the Company.

Section 4. Restriction on Sale.

No stock shall be sold hereafter in any instance where the use of the water therefrom shall be transferred to lands lying above the Pleasantview Hot Springs. It is the intent of this restriction that as much clean and clear water as possible be available for mixing with the water from the Hot Springs and use by persons below. No Stock

*Company says
that to bar
of restricting
use of water*

shall be transferred on the books of the Company where it can be shown that such transfer would result in the use of water contrary to this provision.

Section 5. Stock Assessable.

The capital stock of this corporation shall be assessable to defray costs of operation and other corporate indebtedness lawfully incurred.

ARTICLE VII. Watermaster.

Section 1. Duties.

The Watermaster shall have the management of all of the waters of the Company under the directors, and any other water that may be conveyed through the Company ditches. Water shall be timed whenever all the streams at the disposal of the Watermaster are taken.

Section 2. Rights of Stockholders.

Any member of the corporation that may be aggrieved by the action of the Watermaster or any other officer of the Company shall make his complaint in writing to the President of the Company. The President must notify the defendant of said Complaint and the time and place that an examination will be made before the Board of Directors, and said examination shall be made forthwith as soon as the Board can be called together and the defendant notified. The decision of the Board shall be final as far as the corporation is concerned.

ARTICLE VIII. Responsibilities of water users.

Section 1.

Every Stockholder shall be personally responsible for his gates, dams or flumes that leads water to his lands. It shall be good evidence against him before the Board of Directors if any water passes through his gate, dam, flume, without the consent of the Watermaster and out of his turn. He shall be dealt with according to subsection (h) of Article III unless he can prove by good evidence of his innocence.

Section 2.

No one shall have a right to take water from the Company's ditches without permission of the Watermaster.

ARTICLE IX. Ditches, Structures, and Water Rights.

Section 1. The Board of Directors shall cause the ditches of the Company to be repaired in time always before the commencement of the Irrigating season each year.

Section 2. The Board of Directors shall cause all gates and flumes, where water is measured, to be examined before irrigating time each year by a Watermaster and a member of the Board of Directors appointed and instructed as to their

duties not later than the last Saturday in March of each year who shall report in writing to the Board within seven days after their appointment recommending such repairs as shall be needed. They shall also examine the ditches at the same time and state in their report what places should be repaired, cleaned, or if any new ditches are needed, and estimate the expense to cover said repairs, cleanings or the making of the new ditches. Should any new gates or flumes be required, to estimate the amount and kind of material necessary to build said gates or flumes. The Board shall cause said repairs, or whatever the report calls for, to be done in time so as not to interfere with watering in the irrigating time.

Said Watermaster and member of the Board shall receive for such services a sum as allowed by the Board of Directors.

Section 3. It shall be the duty of the Board to cause to be built suitable gates and boxes, all of the same dimensions so that the same quantity of water may be given to each shareholder according to the shares held by him. Each and every aperture used must be the same dimensions all through one round of watering.

Section 4. When a gate or box is constructed by the Company hereunder, all costs of material and construction shall be paid for by the person using the same or for whose benefit it was made.

Section 5. No person using water from the Company, or having a right thereto, shall construct any fence, building or other obstruction within one rod of the Company ditches and canals.

Section 6. The approval of the Board in writing shall be first had before any bridge or culvert shall be constructed or installed in any Company ditch or canal.

Section 7. It shall be the duty of the owners and users of culverts, bridges and other structures and improvements on, in and near the Company ditches to clean the ditches through and around such structures in the Spring of the year and to keep the same clean in order that a free flow of water through or around such structures may be had.

ARTICLE X. General Provisions.

Section 1. Amendment.

These By Laws may be altered or amended at any annual meeting of the Company or at any Special meeting called for that purpose by a vote of two-thirds (2/3) of the outstanding stock of the Company.

Section 2. Possession.

These By Laws shall remain always in the possession of the Secretary of this Company. Copies shall be available and it shall be the duty of each Director upon taking the oath of office to seek the possession of the copy of his predecessor and retain possession thereof until he is succeeded in office.

Section 3. Officers to take oaths.

All Officers and Directors of this Company shall within one week of their election and before assuming the duties of their office, qualify by taking an oath before an officer authorized to administer oaths, that he will perform the duties of his office to the best of his ability, and in accordance with the laws of the State of Idaho and the By Laws of this Company. Said oath shall be in writing and shall be filed with the Secretary of the Company.

CERTIFICATE OF ADOPTION

State of Idaho

County of Oneida, ss

We, JOHN J. RODERICK, STEPHEN HUGHES, LEO BROWN, MELVIN J. DAVIS and JOSEPH R. MAY, being a majority of the Directors of THE SAMARIA WATER AND IRRIGATION COMPANY, and WARREN EDWARDS the Secretary thereof, do hereby certify that the foregoing BY LAWS were adopted as the By Laws of said The Samaria Water and Irrigation Company, at a Special meeting of the Stockholders duly called and held for that purpose on the 15th day of July, 1971, at 8:00 o'clock P.M. of said day by the affirmative vote of all stockholders present, represented in person or by proxy, 506.65 shares of the capital stock outstanding which being at said time more than two-thirds of the total issued and outstanding capital stock of said corporation.

Dated this 16th day of July, 1971.

Joseph R. May
Joseph R. May, President and Director

John J. Roderick
John J. Roderick, Director

Stephen Hughes
Stephen Hughes, Director

Leo H. Brown
Leo Brown, Director

Melvin J. Davis
Melvin J. Davis, Director

Warren Edwards
Warren Edwards, Secretary

Affidavit Questions

Samaria Water and Irrigation Company

1. State your Name, Address and Phone Number.

Name: John Roderick

Address: _____

Phone No.: _____

2. How many years have you been in any way associated with the Samaria Water and Irrigation Company, hereafter called the water company, in any way? Since 1929 Many years on Board & Pres.

3. What has your association's been? Share holder, Rental water user, Board member, Water Master, Land owner through which a company ditch runs or other Since 1929 Many years on

Pres, board, stock holder, Water Master 1934

4. May we (I) have you permission to record your answers to the questions, in writing or on tape, for the purpose of an affidavit to be produced and presented to you for your signature before a notary, as true and honest and to the best of your personal knowledge. yes Please answer all questions you can and you may make any other statements you feel which you deem valid relating to the questions ask.

5. In your listed relationship with the water company and relating to the so historically called mountain water stream which is derived from the Thomas Davis, Rosebud, and Dry Pine canyon springs. Please list all water users of that stream which used water above the warm springs canal and the sources that you can remember from the past. Further on any of those listed by you if you have personal first hand knowledge of how many shares of water they owned or regularly used and on what locations please tell us that also.

Max Williams

Bill Moss Sen. wait to Alvin Williams

Louis Hamblin later Delon Atkinson

Evan Martin

~~John Price~~

Carl A. Evans

Joe Williams / Ray Williams / Jeff Davis

Melvin Davis

Joe Martin / Raymond Martin / Deetolman

John Richards / Vernon Hulise

Alfred Atkinson & Heber Mansfield / Leonard Mansfield

John Price Jr.

Emma Price By Flum

* Was there authorized use of water any where above the township lines of Samaria which is also the line of page as listed by the IDWR Platt. If so who and on what property and how many shares?

Dp Thomas + Dp M Thomas sold water to John Fredricksen + Moved Blow Canal + sold elsewhere since

7. Do you personal knowledge of any unauthorized use of water shares above the for mentioned lines being used and can you give details of such use?

No

8. Was such unauthorized used of the water reported to a board member or Water Master and what if any action was taken in the matter that you are personally aware of?

9. What to your knowledge and understanding or the rules, written or unwritten but that you feel are universally understood by users regulating the use of the mountain water stream. Namely hours per share, share measurements, method of calculating, etc. Further do you feel the rules were known and agreed to by all mountain water users.

* On Low Water year they were To use equally To keep Gardens + Trees Alive + sharing the shares

Page 3 Affidavit Questions

Based on Hows No Water quantity

10. Was the use and/or sale of water shares known as Mountain shares able to be used above and below the channel or in just one area and if so when and why?

Only Able to Be used on Original Land

11. Historically have shares of water from below the channel been able to be moved for use above the channel?

No one Ever Tried it was understood
it shouldnt Be

12. More specifically section 4 of Article VI of the company bylaws, adopted 16 July, 1971, mentions that no water shares from below the Pleasant View Hot Springs can be transferred to lands lying above the Pleasant View Warm Springs. States "It is the intent of this restrictions that as much clean and clear water as possible be available for the mixing with the water from the Hot Springs and used by persons below. No stock shall be transferred on the books of the company where it can be shown that such transfer would result in the use of water contrary to this provision." Does your understanding of this provision apply to the entire channel from the Hot Springs to the end of the channel below Samaria?

When The Company
Was Organized All The Water only was used in Samaria
Then Some Sold water Above springs so it was stopped
By By Laws Change. so No More sales or shares were to Be
Moved Above The Channel

13. Based on your understanding of the above, do you feel the bylaws should be revised to more clearly spell out the movement of shares historically used below the "Hot Water Springs" with in the company area?

Okay to Do if people will Live with it Honestly

14. Are you aware of any history relating to the mountain water stream rights as to where they were obtained or when and any retained rights or "independent rights" and where proof of such can be obtained?

yes Bill Moss son Had it and sold to Alvin William
Also Louis Hamblin sold to Lester Atkinson

General Questions for past and present Board members, Water Masters, or land owners of land along the Mountain Water ditch to Samaria:

15. Prior to today are you aware of any Mountain Water being used by M. J Davis Trust and/or Jeff Davis, trust owner, or prior owners of their property west of the Samaria Township line and through which the water companies Mountain Stream ditch runs?

No Shaver Iron they ever had

16. How did you become aware of this use and was the use authorize or unauthorized as per your position relating to the water company?

17. In the 10 past years in your position with the water company have you inspected and/or cleaned the ditch through the above mentioned property? yes Have you been or are you aware of any restrictions in which were put in place which restricted the Water Master, board members or company hired workers from maintaining the ditch through said property? Further what form did those restrictions take

No we could Always go where we needed to

Page 5 Affidavit Questions:

13. Are you aware of his refusal to allow such inspections, water control and/or maintenance through his property as authorized by the Water Company bylaws and the IWRC under state law? _____

Please describe such conditions. No Knowledge.

19. Did Jeff at any time request use of water from the company ditch for irrigation of his property? _____

If so was the request granted with or without restrictions as allowed in the Water Company bylaws? _____
Describe the situation: _____

No Knowledge

20. Did you at any time of noting unauthorized use of the Mountain Water report it to the Board? _____

Describe the out come if you were personally involved in such as you remember it.

No Knowledge

21. Did you note multiple or ongoing use following notice being given to discontinue such use of the water? _____

No Knowledge

22. Did you remove any dams or other obstructions from the company ditch on his property? _____

Further was this done more than one time? If so when? Year? No

Page 6 Affidavit Question:

23. When dams were remove to allow the water to pass through his land was there sufficient stream of water to reach other users down stream? _____

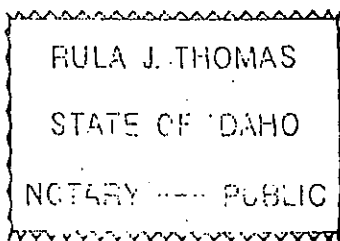
Details if any you would like to have noted. _____

In 1934 The Water was
The Lowest ever otherwise it
Came Down & Was Shaved Around
according To Those Above Ditch

24. Have you at any time cleaned or other wise worked on the Mountain Water ditch? yes

John J. Roderick 4-20-06

State of Idaho
County of Oneida
On this date of April 20, 2006 I, Rula J. Thomas,
a notary for the State of Idaho acknowledge
that I personally know John J. Roderick
and notarize his signature.



Rula J. Thomas
A Notary for State of Idaho
Residing at Malad, Idaho
My Commission expires 11-08
2011