

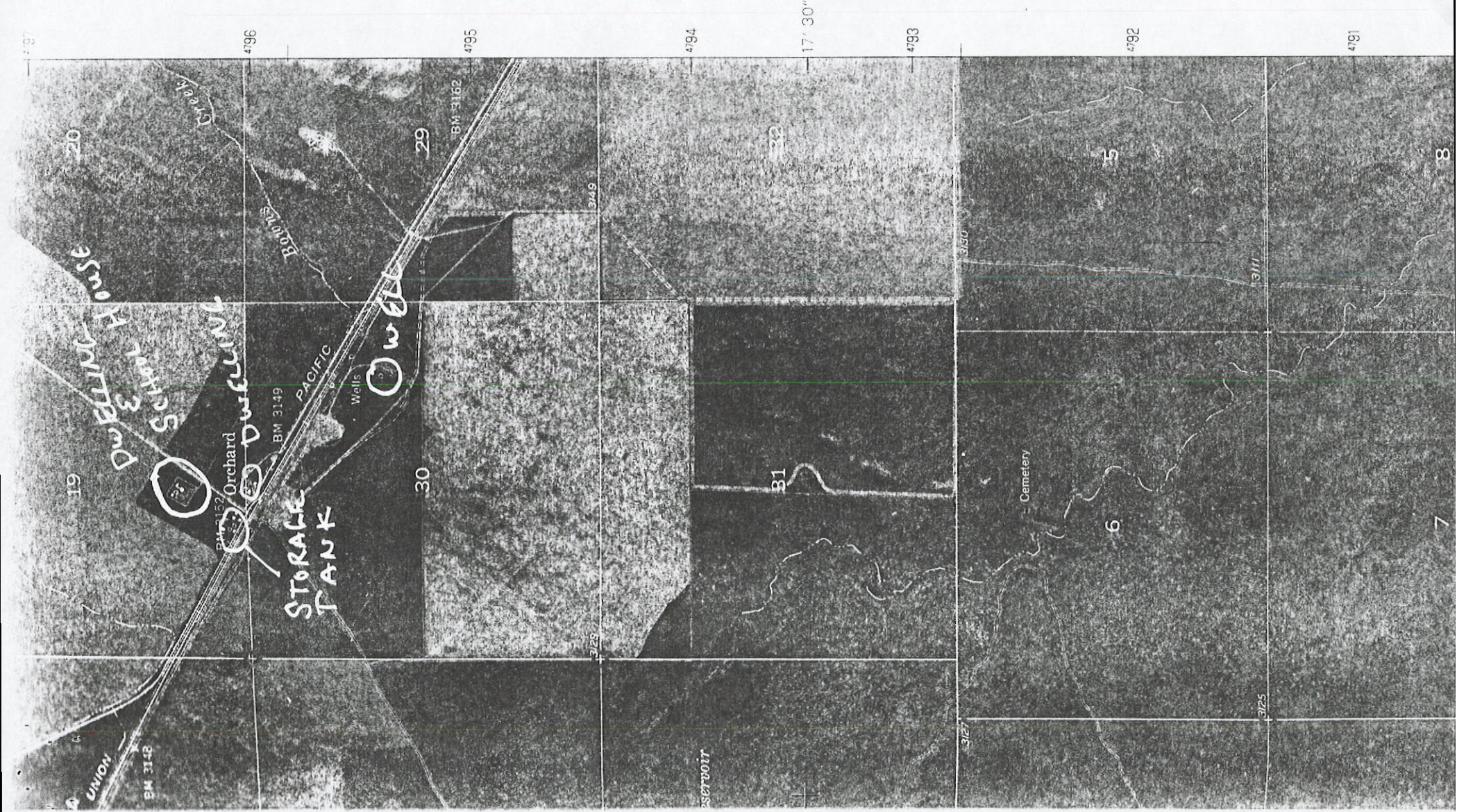
T15, R4E, 519 30

[illegible]

pid

Y-60  
1981

T1S  
4E  
T2S



**PICTURE #1**

9/21/94

61-04074: FX

Photo's by RDH. Point of diversion, 2.5" casing inside 12" casing. T01S, R04E, S30, SENE.



**PICTURE #2**

Pump house, South-side of tracks.



**PICTURE #3**

9/21/94

61-04074: FX Photo's by RDH. Storage tank 100,000 gallons. Located. T01S, R04E, S19, SESW.



**PICTURE #4**

Spigot fill-up point for dust control. Located T01S, R04E, S30, NENW.



**PICTURE #5** 9/21/94  
61-04074: FX 9/20/94. Photo's by RDH. School house and dwelling,  
Located. T01S, R04E, S19, SESW.



**PICTURE #6**  
Second Dwelling, located T01S, R04E, S30, NENW.



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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A61-04074  
Date Received: 5/30/1989  
Receipt No: C007120  
Received By: \_\_\_\_\_

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: UNION PACIFIC RAILROAD COMPANY 402-271-3728  
Address: 1416 DODGE STREET  
OMAHA, NE 68179
2. Date of Priority: SEP 01, 1945
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:
 

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 01S      | 04E   | 30      | SE     | NE     |     |     | ELMORE |
5. Description of diverting works:  
10" X 729' DEEP WELL, 20 HP SUB. PUMP, 3800' CIP PIPE
6. Water is used for the following purposes:
 

| Purpose                 | From  | To    | C.F.S. | (or) | A.F.A. |
|-------------------------|-------|-------|--------|------|--------|
| INDUSTRIAL FROM STORAGE | 01/01 | 12/31 | 0.180  |      |        |
7. Total Quantity Appropriated is:  
0.180 C.F.S. (and/or) A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:  
SEE REMARKS
10. Place of Use:

| Township | Range | Section | 1/4 of | 1/4 | Lot | Use    | Acres |
|----------|-------|---------|--------|-----|-----|--------|-------|
| 01S      | 04E   | 19      | SE     | SW  |     | IND FS |       |
|          |       | 30      | NW     | NE  |     | IND FS |       |
|          |       |         | NE     | NW  |     | IND FS |       |

A61-04074

Page 1

Date: 07/21/89

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11. Place of use in counties: ELMORE

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

13. Other Water Rights Used:  
NONE

14. Remarks:

WATER IS FURNISHED TO RAILROAD COMPANY HOUSES, MAINTENANCE  
SECTION CREW, TRAVELING MAINTENANCE CREWS AND TO ONE INDIVIDUAL  
BY AN AGREEMENT.

WATER USE WAS CHANGED FROM STEAM LOCOMOTIVE USE TO DOMESTIC USE  
IN 1954.

15. Basis of Claim: STATUTORY CLAIM

16. Signature(s)

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

Number of attachments: \_\_\_\_\_

**For Organizations:**

I do solemnly swear or affirm that I am \_\_\_\_\_ of  
\_\_\_\_\_, Title  
\_\_\_\_\_, that I have signed the foregoing  
Organization  
document in the space below as \_\_\_\_\_ of  
\_\_\_\_\_, Title  
\_\_\_\_\_ and that the statements contained in the  
Organization  
foregoing document are true and correct.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Title and Organization

\_\_\_\_\_  
Date

State of Idaho )  
County of \_\_\_\_\_ ) SS.

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

\_\_\_\_\_  
Notary Public

Seal

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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

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

CIVIL CASE NUMBER: 39356

Ident. Number 61-4074

Date Received 5-30-89

Receipt Number C007120

NOTICE OF CLAIM  
TO A  
WATER RIGHT  
ACQUIRED UNDER STATE LAW

RECEIVED

MAY 30 1989

Department of Water Resources

## Please type or print clearly

1. Name of Claimant (s) Union Pacific Railroad Company Phone (402) 271-3728

Mailing Address 1416 Dodge Street, Omaha, Nebraska Zip 68179

2. Date of Priority (Only one (1) per claim) September 1, 1945

3. Source of water supply (a) groundwater  
which is tributary to (b)4. a. Location of existing point of diversion is: Township 1 S. Range 4 E. Section 30,  
SE 1/4 of NE 1/4 of 1/4, Govt. Lot, B.M., County of Ada

Additional points of diversion if any:

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

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

Govt. Lot B.M., County of

ending point is: Township Range Section, 1/4 of 1/4 of

1/4, Govt. Lot B.M., County of

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),  
including the dates of any changes or enlargements in use, the dimensions of the diversion works as  
constructed and as enlarged and the depth of each well.10"x729' deep well with a 20 HP submersible pump with approximately 3800' of 6" CIP  
pipe line to section facilities. Changed from stream locomotive use to domestic use  
in 1954.

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AUG 11 1982

## **HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION**

All documents filed in the Snake River Basin Adjudication other than notices of claims are filed with the court. Notices of claims to water rights filed in the Snake River Basin Adjudication are filed with the Idaho Department of Water Resources. Copies of all documents filed in the Snake River Basin Adjudication will not be mailed to all parties (claimants) in the adjudication.

By order of the court, any document filed with the court will be mailed only to those parties who may be directly affected by it. A monthly docket sheet will be prepared by the department which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Snake River Basin in Idaho. Copies of the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying. If you wish to receive a copy of the docket sheet each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee to cover the cost of copying and mailing. Copies of any document listed on the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying.

Copies of all notices of claims filed with the department will be available for inspection from all offices of the department. Copies of the notices of claims may be obtained in person or by mail, but you will be charged for the cost of copying and mailing. (A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.)

After the notices of claims have been reviewed, the director will prepare and file a report with the court. Part 1 of the report will contain the director's recommendations as to each water right claimed under state law. Part 2 of the report will list each federal reserved water right claimed. A number of reports will be prepared, one or more for each sub-basin in the Snake River Basin. When the report for your sub-basin is filed with the court, you will be mailed a notice informing you that the report for your sub-basin has been filed. The notice will be sent to the most recent address shown by the department's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way other claimant's water rights are described, and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection. The notice of filing for each sub-basin report will also be published state-wide in local newspapers.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Industrial purposes from 1-1 to 12-31 amount 0.18 or \_\_\_\_\_

For \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ amount \_\_\_\_\_ or \_\_\_\_\_

For \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ amount \_\_\_\_\_ or \_\_\_\_\_

For \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ amount \_\_\_\_\_ or \_\_\_\_\_

7. Total quantity claimed (a) 0.18 (cfs) and/or (b) \_\_\_\_\_ (acre feet)

8. Total consumptive use claimed is \_\_\_\_\_ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) \_\_\_\_\_

10. Description of place of use:

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

| TWP  | RNG  | SEC | NE 1/4 |       |       |       | NW 1/4 |       |       |       | SW 1/4 |       |       |       | SE 1/4 |       |       |       | Totals |
|------|------|-----|--------|-------|-------|-------|--------|-------|-------|-------|--------|-------|-------|-------|--------|-------|-------|-------|--------|
|      |      |     | NE1/4  | NW1/4 | SW1/4 | SE1/4 | NE1/4  | NW1/4 | SW1/4 | SE1/4 | NE1/4  | NW1/4 | SW1/4 | SE1/4 | NE1/4  | NW1/4 | SW1/4 | SE1/4 |        |
| 1 S. | 4 E. | 30  |        | I     |       |       | I      |       |       |       |        |       |       |       |        |       |       |       |        |
| 1 S. | 4 E. | 19  |        |       |       |       |        |       |       |       |        |       |       | I     |        |       |       |       |        |
|      |      |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|      |      |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|      |      |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|      |      |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|      |      |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |
|      |      |     |        |       |       |       |        |       |       |       |        |       |       |       |        |       |       |       |        |

Total number of acres irrigated \_\_\_\_\_

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

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

13. Describe any other water rights used at the same place and for the same purposes as described above.  
\_\_\_\_\_ or None (X)

14. Remarks: Water is furnished to Railroad Company houses, maintenance section crew,  
traveling maintenance crews and to one individual by an agreement

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AUG 11 1982

Last Name Union Pacific Ident No. 61-4074

Copies: White -State, Yellow-Claimant

It is very important that you inform the department in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

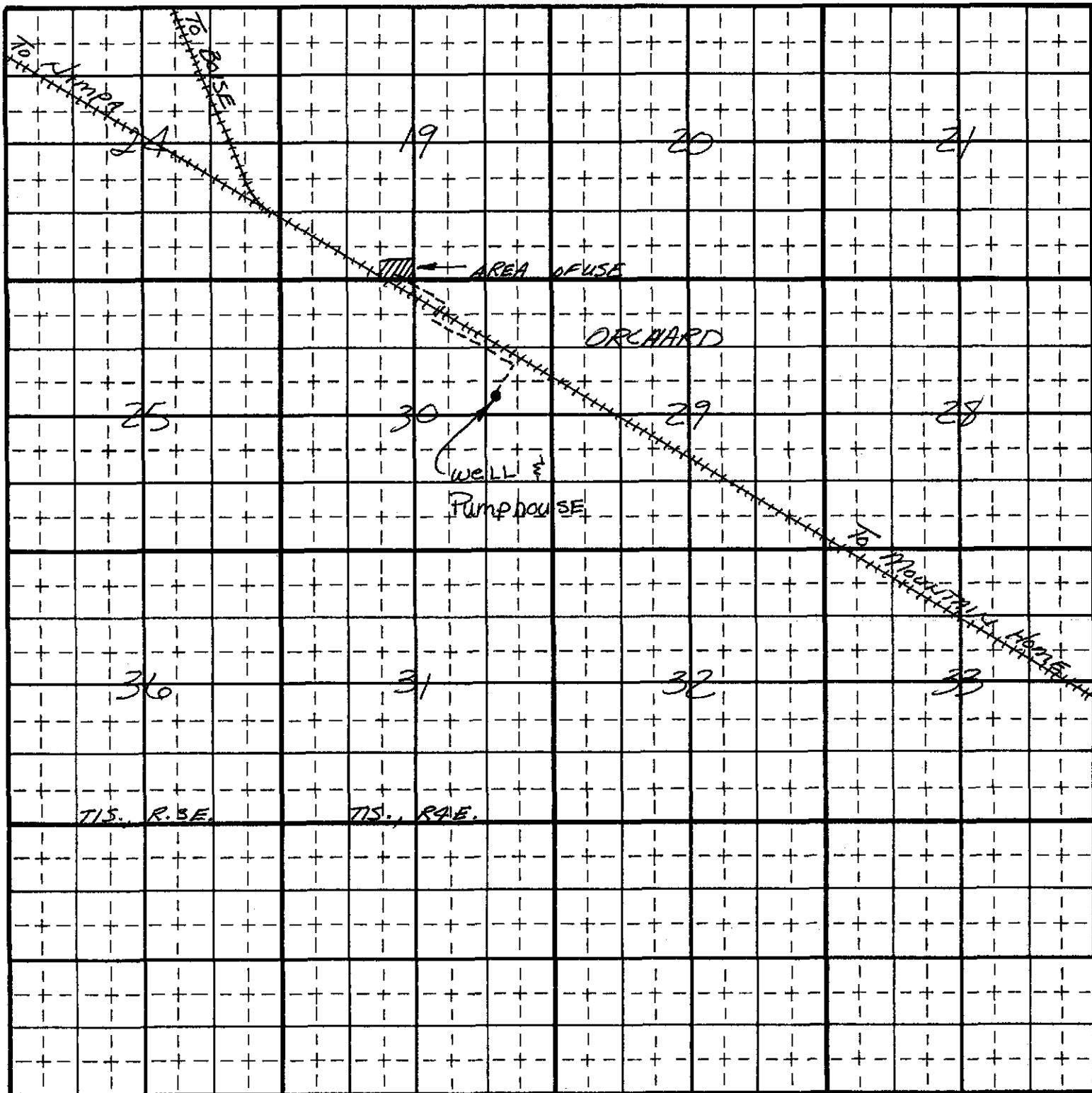
If you are acquiring property with water rights in the Snake River Basin water system in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of the department whether a notice of claim has been filed. If not, you must file a notice of claim or the water right may be declared by the court to no longer exist. If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with the department. The notice of change in ownership must be accompanied by some evidence of the change in ownership, such as a copy of the deed or a property tax statement showing the name of the new owner. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

The cost of the subscription to the docket sheet is \$7.50 for calendar year 1988. The cost of the subscription may increase a small amount for calendar year 1989 if the cost of copying and/or mailing should increase.

If you are planning to file a motion or other pleading (not a notice of claim) with the court (not IDWR), the court has issued an order setting a special procedure that is different from the usual civil rules. A copy of the order may be obtained from any office of IDWR; you may be charged for the cost of mailing and/or copying.

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 Inches equals 1 mile



MICROFILMED

AUG 11 1992

Last Name Union Pacific

Ident No. 61-4074

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice \_\_\_\_\_ License \_\_\_\_\_ Permit \_\_\_\_\_

Decree \_\_\_\_\_

If applicable provide IDWR Water Right Number 61-4074

Court \_\_\_\_\_ Case Number \_\_\_\_\_ Decree Date \_\_\_\_\_

Plaintiff vs Defendant \_\_\_\_\_

16. Signature (s)

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

Number of attachments \_\_\_\_\_

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

Signature of Claimant (s) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

For Organizations: I do solemnly swear or affirm that I am Chief Engineer - Design

Title

of Union Pacific Railroad Company, that I have signed the foregoing

Organization

document in the space below as Chief Engineer - Design of UPRR Co.

Title

Organization

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

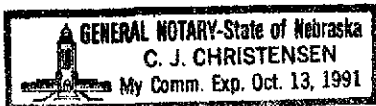
Signature of Authorized Agent J. R. Beran

Title and Organization Chief Engineer - Design/UPRR Co. Date 5/25/89

State of Idaho/or Nebraska )  
County of Douglas ) SS.

Subscribed and sworn (or affirmed) before me this 25<sup>th</sup> day of May 19 89

SEAL



Notary Public C. J. Christensen

Residing at Omaha, Nebraska

My Commission Expires Oct. 13, 1991

Please Print Name

17. Notice of Appearance:

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

Signature \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

MICROFILMED

AUG 11 1992

Last Name Union Pacific Ident. Number 61-4074

Copies White-State, Yellow-Claimant

Water Right Number - 61-04074

Prefix Translation: WATER RIGHT

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

\*\*\* C - CURRENT OWNER \*\*\*

OREGON SHORT LINE RAILROAD CO.

1 - P.O. BOX 1592

2 -

3 -

City- POCATELLO

State- ID Zip- 83204

Phone - 208-000-0000

\*\*\* S - LESSEE \*\*\*

UNION PACIFIC RAILROAD CO.

1 -

2 -

3 -

City-

State- ID Zip-

Phone - 208-000-0000

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +  
09/01/1945 14 WESTERN S - STATUTORY CLAIM+ - - - - Source - - - - + + - - - - - Tributary - - - - - +  
GROUNDWATER+ - - - - Point of Diversion - - - - - +  
Twn Rng Sec Tract Lot RFlg County Diversion Name Diversion Rate Diversion No.  
01S 04E 30 SE NE (39) ELMORE+ - - - - Water Use - - - - - +  
Code Description Period From Period To Diversion Rate Diversion Volume  
43 - DOMESTIC 01/01 12/31 0.180+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - +  
0.180+ - - - - Place of Use - - - - - +  
Twn Rng Sec Tract Lot Acres Code Description County  
01S 04E 19 SE SW 43 DOMESTIC (39) ELMORE  
01S 04E 30 NW NE 43 DOMESTIC (39) ELMORE  
01S 04E 30 NE NW 43 DOMESTIC (39) ELMORE

+ - - Diversion Means - WELL, PUMP &amp; PIPELINE

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - Remarks - - - - - +  
No Remarks found.+ - - - - Old Water Right Numbers - - - - - +  
No Old Water Right Numbers found.

Water right number - 61-04074

Prefix Translation: WATER RIGHT

+ - - - - Conditions of Approval - - - - - +  
No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - +                      + - - - - Decree Defendant - - - +                      + - Decree Date - +  
00/00/0000

+ - - - - Comments - - - - - +  
No Comments Found

+ - - Audit Fields - 09/11/87 05/01/88 CONVERT 06/12/91 SEIFERT

+ - - - - Water Rights Dates and Flags Area - - - - - +

|                               |                              |                     |
|-------------------------------|------------------------------|---------------------|
| Proof Due Date - 00/00/0000   | Field Exam Made - 00/00/0000 | Field Exam Fee -    |
| Approved/Denied - 00/00/0000  | Protested Date - 00/00/0000  | Swan Falls -        |
| Proof Made Date - 00/00/0000  | Hearing Date - 00/00/0000    | Temporary Right - P |
| Exam to S.O. Date- 00/00/0000 | Verified Date - 01/13/1986   | DLE/Carey Act -     |
| Order Show Cause - 00/00/0000 | Receipt Number -             | Water District -    |
| Licensed Date - 00/00/0000    | Appl Received - 00/00/0000   | Transfer/Amended -  |
| Decree Date - 00/00/0000      | Name Connector -             | POU Ownership Flag- |
| Presumption Flag -            |                              |                     |

**BOISE TOWNE SQUARE**

350 N. Milwaukee  
375-5220

4074

4075

4076

**DOWNTOWN**

170 N. 8th  
344-8303



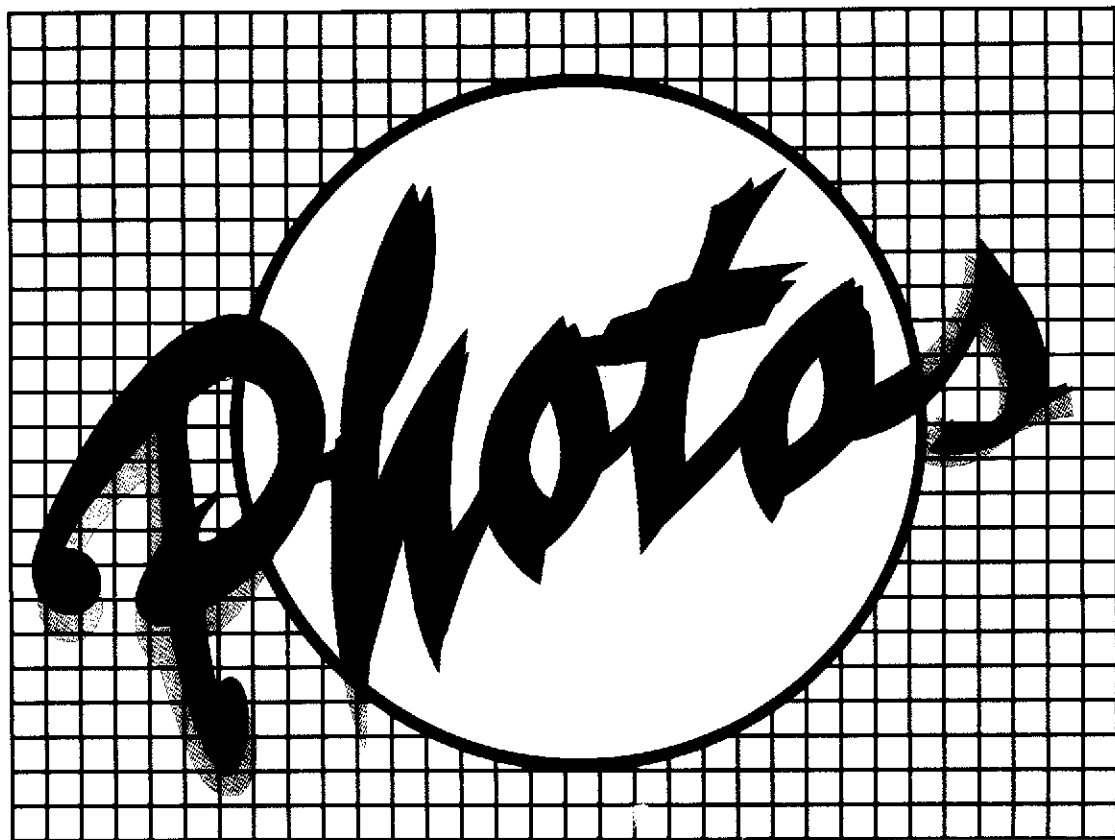
**ORCHARD**

1310 N. Orchard  
377-3686

**VISTA VILLAGE**

936 Vista Village  
343-8075

**MOMENTS TO REMEMBER WITH PHOTOS**



IDAHO DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM PROFILE REPORT  
(REGIONAL)

| OWNER<br>CODE    | NAME & ADDRESS                                                                                                         | PRIORITY<br>DATE | WATER USE                                             | USE PERIOD<br>FROM TO                     | DIVERSION<br>RATE | DIVERSION<br>VOLUME              |
|------------------|------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------------------------|-------------------------------------------|-------------------|----------------------------------|
| C                | UNION PACIFIC RAILROAD CO<br>REAL ESTATE DEPT<br>ATTN JAMES ROTH<br>1800 FARNAM ST<br>OMAHA NE 68102<br>(402) 997-3646 | 09/01/1945       | DOMESTIC<br>DOMESTIC STORAGE<br>DOMESTIC FROM STORAGE | 01-01 12-31<br>01-01 12-31<br>01-01 12-31 | 0.15 CFS          | 0.31 AFA<br>0.31 AFA<br>0.31 AFA |
| TOTAL DIVERSION: |                                                                                                                        |                  |                                                       |                                           | 0.15 CFS          | 0.31 AFA                         |

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T01S R04E S30

SENE

ELMORE County

Place of use Legal Description for: DOMESTIC

|     |     |    |   | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    |    |    |    |    |
|-----|-----|----|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| T   | R   | S  | : | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac |
| 01S | 04E | 19 | : |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 01S | 04E | 30 | : |    |    | D  |    |    |    | D  |    |    |    |    |    |    |    |    |    |    |    |    |    |

Place of use Legal Description for: DOMESTIC FROM STORAGE

|     |     |    |   | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    |    |    |    |    |
|-----|-----|----|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| T   | R   | S  | : | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac |
| 01S | 04E | 19 | : |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 01S | 04E | 30 | : |    |    | D  |    |    |    | D  |    |    |    |    |    |    |    |    |    |    |    |    |    |

POU County: ELMORE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- C15 - THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
  - IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER RIGHTS IN BASIN 61:
  - WATER RIGHT NO. SOURCE
  - NONE NONE
  - THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
  - IN BASIN 61 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER RIGHTS IN THE SNAKE RIVER BASIN:
  - WATER RIGHT NO. SOURCE
  - NONE NONE
  - ALL WATER RIGHTS WITHIN BASIN 61 ARE FROM CONNECTED SOURCES OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED CONJUNCTIVELY.

Remarks: USE DOMESTIC USE IS TWO HOMES, ONE SCHOOL HOUSE, ONE OUT BUILDING,

AJ0749NP  
No. R61-04074

IDAHO DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM PROFILE REPORT  
(REGIONAL)

DATE: 01/06/99  
PAGE: 2

=====

Remarks: ONE SPIGOT FILL-UP POINT FOR DUST CONTROL.

EXP RIGHT NO. 61-10124 IS ALSO DIVERTED THROUGH POINT OF  
DIVERSION DESCRIBED ABOVE.

Dates: Exam Made Date: 09/21/1994 Verified Date: 01/06/1999 Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:  
Presumption Flag:



# State of Idaho

## DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

January 6, 1999

~~DIRK KEMPTHORNE~~  
DIRK KEMPTHORNE GOVERNOR

KARL J. DREHER  
DIRECTOR

JAMES ROTH  
UNION PACIFIC RAILROAD COMPANY  
REAL ESTATE DEPARTMENT  
1800 FARNAM ST  
OMAHA, NE 68102

RE: NOTICE OF ERROR REPLY TO CLAIMS: 61-04074, 61-04075 & 61-04076

Dear Mr. Roth,

My field investigation of these above claim(s) was on 9/21/94. A Union Pacific Employee accompanied me. The only current use I found, was Domestic. Domestic uses are defined as shown by the attached copy from Idaho Code 42-111.

If the military uses the same well you have a right to, their use would need to be recorded under a separate right of their own, not under Union Pacific's right, 61-04074. It is also possible the Military's use may be an exempt use and they are not required to file anything. They could refer to the domestic use definition, 42-111.

The historical railroad uses, such as Industrial steam locomotive etc., have changed. We can only recommend the current use, domestic. Evidence would need to be submitted to show that the historical use is still a current use.

The dates of priority recommended for these claims were all recommended as claimed. Union Pacific also submitted evidence to support these recommended priority dates.

Additional evidence contrary to the already submitted priority date information would need to be re-submitted and evaluated again, in order for us to change recommendations.

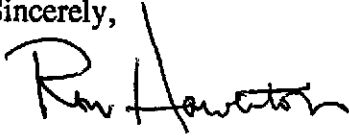
The rate of flow recommended of 0.15 CFS for claim 61-04074 required a measurement by our Department for the recommendation. We used theoretical calculations, which generally gives a higher rate of flow than an actual flow measurement for this type of well. If you have evidence of a greater flow, please submit that information with calculations supporting that amount.

I have changed the address as shown on your notices of error. Enclosed are copies showing the new address.

If you intend to submit any new evidence to IDWR, for us to re-evaluate, you will have until January 29, 1999. After that date a director's report is tentatively scheduled to be published

February 5, 1999. Then any further evidence will need to be submitted with an objection form to the Snake River Basin Court, not to our office. Our office can provide you with a copy these forms.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Howerton". The signature is written in a cursive style with a large, stylized "R" and "H".

RON HOWERTON  
Senior Water Resource Agent  
Adjudication Bureau  
(208) 334-2190

Enclosures

November 20, 1998

NOTICE OF ERROR  
REPLY

RECEIVED

DEC 22 1998

WATER RESOURCES  
WESTERN REGION

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

**YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:** December 18, 1998

Water right number: 61-04074

~~JACK L NELSON~~  
UNION PACIFIC RAILROAD, REAL ESTATE DEPARTMENT, ATTN: JAMES ROTH  
~~1416 DODGE ST~~ 1800 FARHAM ST.  
OMAHA NE ~~68179~~ 68102

Daytime Telephone Number: 402/997-3646  
Evening Telephone Number:

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

- Files indicate that the first of two wells at this location was drilled & tested between 1910 & 1913 & placed into Railroad operating service on April 23, 1914.
- Quantity shown as .15 cfs, .31 AFY - should be .18 cfs unrestricted
- Uses also include Railroad, agricultural & military (Army National Guard)

2. Describe the changes you wish to make in the proposed recommendation:

- One well under this water right number should have a 4/23/1914 priority.
- Change to .18 cfs (130.28 AFY)
- Add Railroad, agricultural & military to uses

3. Give a brief explanation as to why you disagree with these portions:

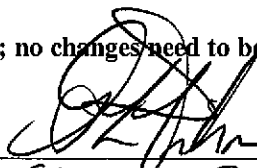
Based on historical Company records and original "Claim to a Water Right" filed

       I AGREE with this proposed recommendation; no changes need to be made:

DATE: 12/17/98

SIGNATURE:

Please print your name:

  
GREG L. PINKER

IDWR Western Regional Office, 2735 Airport Way, Boise, ID 83705-5082, (208) 334-2190

RAILROAD LOCATION: ORCHARD

# ADJUDICATION CLAIM CHECKLIST

NOTICE OF CLAIM NO. 61-04074

| WR ELEMENT            | FIELD EXAM<br>Y/N-IF NO,<br>DO OFFICE<br>VERIFICATION | FIELD EXAM<br>OR IN-OFFICE<br>VERIFICATION<br>WHOM/DATE | CLAIM<br>VERIFIED BY<br>CODE<br>(SEE BELOW) | CHANGE<br>CLAIM<br>Y/N | CLAIMANT CONTACT<br>NEEDED - Y/N** | REVIEW<br>COMPLETED<br>WHOM/DATE | "R" RECORD                  |
|-----------------------|-------------------------------------------------------|---------------------------------------------------------|---------------------------------------------|------------------------|------------------------------------|----------------------------------|-----------------------------|
| PRIORITY*             | <u>Y</u>                                              | <u>Rdn / 9/21/94</u>                                    | <u>OK</u>                                   | <u>N</u>               | <u>N</u>                           |                                  |                             |
| PT. OF DIV.           | <u> </u>                                              | <u> </u>                                                | <u>S</u>                                    | <u>N</u>               | <u> </u>                           |                                  | <u>DATA ENTRY COMPLETED</u> |
| SOURCE                | <u> </u>                                              | <u> </u>                                                | <u>S</u>                                    | <u>N</u>               | <u> </u>                           |                                  | <u>BY _____ DATE _____</u>  |
| PL. OF USE            | <u> </u>                                              | <u> </u>                                                | <u>S</u>                                    | <u>Y</u>               | <u> </u>                           |                                  | <u>FINAL RECOMMENDATION</u> |
| DIV. AMOUNT<br>CFS/AF | <u> </u>                                              | <u> </u>                                                | <u>S</u>                                    | <u>Y</u>               | <u> </u>                           |                                  | <u>BY _____ DATE _____</u>  |
| CONSUMPTIVE<br>USE    | <u> </u>                                              | <u> </u>                                                | <u>NA</u>                                   | <u>N</u>               | <u> </u>                           |                                  |                             |
| NATURE OF<br>USE      | <u> </u>                                              | <u> </u>                                                | <u>S</u>                                    | <u>Y</u>               | <u> </u>                           |                                  |                             |
| PERIOD OF<br>USE      | <u> </u>                                              | <u> </u>                                                | <u>S</u>                                    | <u>N</u>               | <u> </u>                           |                                  |                             |
| BASIS OF<br>CLAIM     | <u> </u>                                              | <u> </u>                                                |                                             |                        |                                    |                                  |                             |
| REMARKS               |                                                       |                                                         |                                             |                        |                                    |                                  |                             |

\*IF REQUIRED HAS EVIDENCE OF PRIORITY BEEN  
SUBMITTED - YES X NO \_\_\_\_\_.

\*\*IF CLAIMANT CONTACT IS NEEDED, COMPLETE  
CLAIMANT CONTACT CHECKLIST AND ATTACH.

## VERIFICATION CODES

TOPO MAP/ORTHOPHOTO = 1  
ASCS MAP = 2  
WATERMASTER RECORDS = 3  
NAPP PHOTOS = 4  
FIELD EXAM = 5  
OTHER(SEE COMMENTS) = 6

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM VERIFICATION REPORT

17:02:08  
07/07/94

PAGE: 1  
GENERAL INFORMATION

15  
CLAIM NUMBER: A61-04074

LAST: OREGON SHORT LINE RAILROAD CO.  
ADDRESS: P.O. BOX 1592  
CITY: POCA TELLO  
PHONE NUMBER: 208-000-0000

FIRST:  
STATE: ID ZIP: 83204

OWNER CODE: O

LAST: UNION PACIFIC RAILROAD COMPANY  
ADDRESS: 1416 DODGE STREET  
CITY: OMAHA  
PHONE NUMBER: 402-271-3728

FIRST:  
STATE: NE ZIP: 68179

OWNER CODE: C

LAST: NELSON  
ADDRESS: UNION PACIFIC RAILROAD  
1416 DODGE STREET  
CITY: OMAHA  
PHONE NUMBER: 402-271-3728

FIRST: JACK L.  
STATE: NE ZIP: 68179

OWNER CODE: R

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

DATABASE  
Y

FIELD  
EXAMINER  
Ren

CLAIM REMARKS: WATER IS FURNISHED TO RAILROAD COMPANY HOUSES, MAINTENANCE  
SECTION CREW, TRAVELING MAINTENANCE CREWS AND TO ONE INDIVIDUAL  
BY AN AGREEMENT.  
WATER USE WAS CHANGED FROM STEAM LOCOMOTIVE USE TO DOMESTIC USE  
IN 1954.

\*\*\*\*\* P.D. APPEARS TO BE LOCATED IN BASIN 63 \*\*\*\*\*

CONTACT PERSON: R.W. SCOTT

PHONE NUMBER: ( ) -

DATE OF FIELD EXAM: 09/21/94

APPOINTMENT MADE: Y( ☒ ) N( )

TIME: : A( ) P( )

ACCOMPANIED BY: ABOVE

PHONE NUMBER: ( ) -

RELATIONSHIP TO CLAIMANT: UNION PACIFIC REP.

DIRECTIONS TO PROPERTY / NOTES:

SEE MAPS IN FILE

A. AJ CLAIM: # A61-04074 PRIORITY DATE: 09-01-1945 STAGE: S  
B. WR RECORD: # 61-04074 PRIORITY DATE: 09-01-1945 STAGE: S

C. FIELD EXAM REQUIRED?  
DUE TO PRIORITY DATE DISCREPANCY? (Y/N) DATABASE N FIELD EXAMINER

ARE THERE OBVIOUS REASONS TO QUESTION THE PRIORITY DATE CLAIMED? Y( ) N(☒)  
IF YES EXPLAIN.

NOTES: SEE ATTACHED Document, shows use prior to  
claimed date

RECOMMENDED PRIORITY DATE:  
09-01-1945

REVIEWED BY Rch

DATE 9/25/98

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

| RIGHT     | TWP. | RGE. | SEC. | 1/4 | 1/4 | 1/4 | LOT | CNTY   |
|-----------|------|------|------|-----|-----|-----|-----|--------|
| A61-04074 | 01S  | 04E  | 30   |     | SE  | NE  |     | ELMORE |

OTHER AJ CLAIMS WITH SAME AJ POD  
A PREFIX R PREFIX  
NONE NONE

WR RECORDS IN SAME 40 ACRE TRACT  
NONE

SOURCE: GROUNDWATER

TRIB:

B. WR POINT OF DIVERSION AND SOURCE:

| RIGHT    | TWP. | RGE. | SEC. | 1/4 | 1/4 | 1/4 | LOT | CNTY   |
|----------|------|------|------|-----|-----|-----|-----|--------|
| 61-04074 | 01S  | 04E  | 30   |     | SE  | NE  |     | ELMORE |

OTHER WR RECORDS WITH SAME WR POD

AJ CLAIMS IN SAME 40 ACRE TRACT  
A PREFIX R PREFIX

NONE

A61-10124 NONE

SOURCE: GROUNDWATER

TRIB:

C. FIELD EXAM REQUIRED?

DUE TO POD DISCREPANCY? (Y/N)  
DUE TO SOURCE DISCREPANCY? (Y/N)

DATABASE  
Y  
N

FIELD  
EXAMINER  
Roh

NOTES:

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RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:

| TWP. | RGE. | SEC. | 1/4 | 1/4 | 1/4 | LOT | COUNTY | DIVERSION NAME |
|------|------|------|-----|-----|-----|-----|--------|----------------|
| 15   | 4E   | 30   |     | SE  | NE  |     |        | ELMORE         |
|      |      |      |     |     |     |     |        |                |
|      |      |      |     |     |     |     |        |                |
|      |      |      |     |     |     |     |        |                |
|      |      |      |     |     |     |     |        |                |
|      |      |      |     |     |     |     |        |                |
|      |      |      |     |     |     |     |        |                |

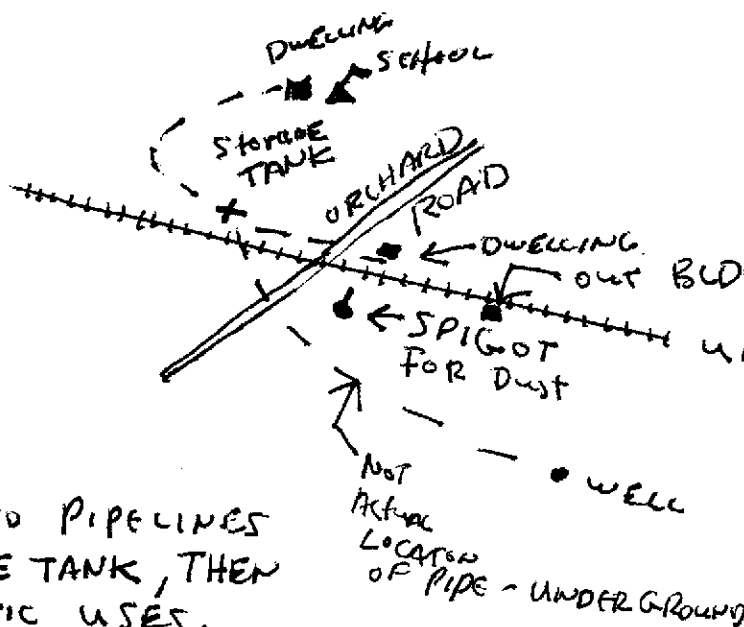
SOURCE: GROUNDWATER

TRIB:

REVIEWED BY: Rch

DATE: 9/25/98

SYSTEM DESCRIPTION:



UNDERGROUND PIPELINES  
TO STORAGE TANK, THEN  
TO DOMESTIC USES.

15HP Sub pump  
FRANKLIN MODEL H2366136010  
2.5" CASING, IN 12" CASING  
NEW MOTOR 8-28-91  
pump LEVEL = 535'

Static level: 470'

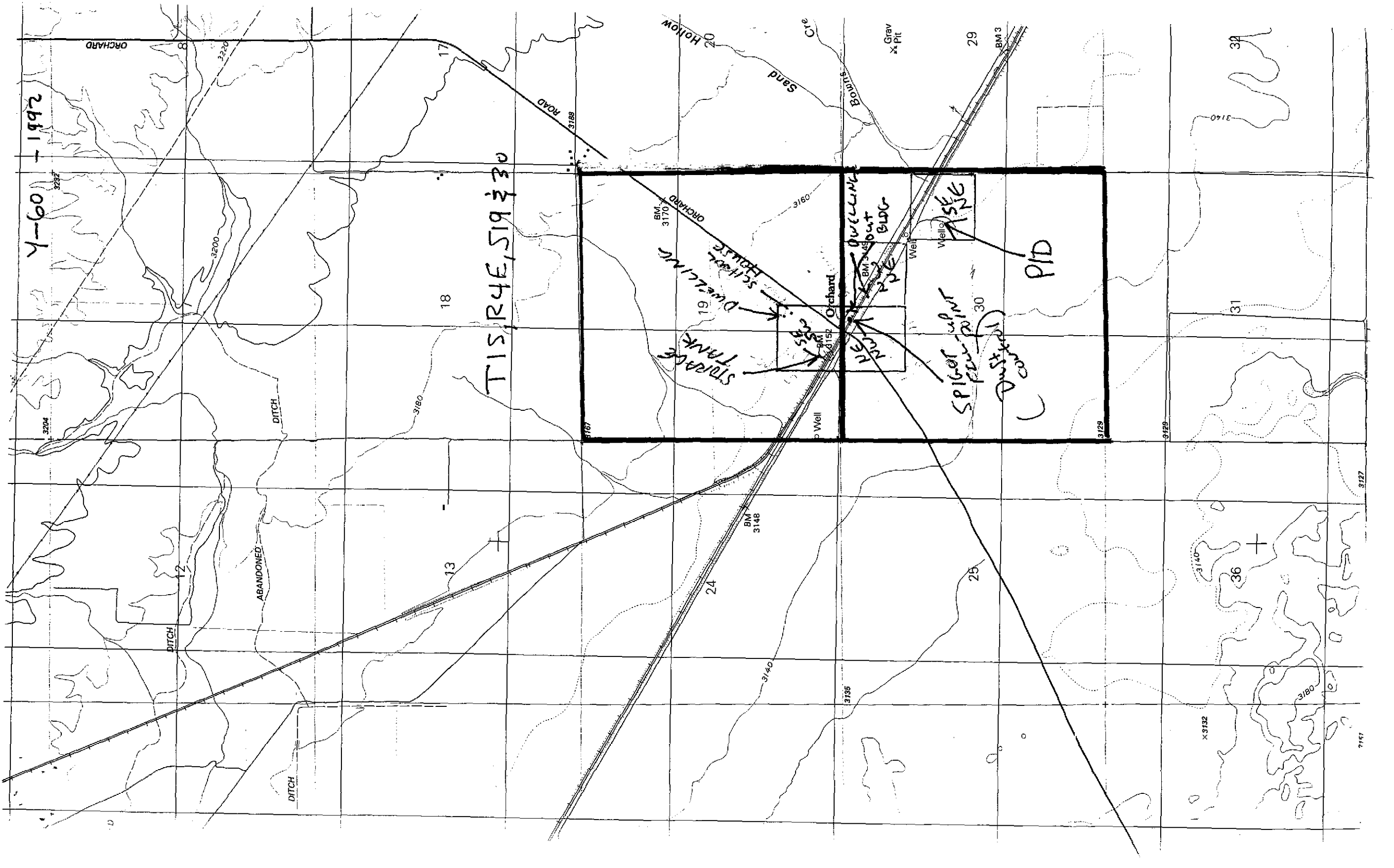
RR

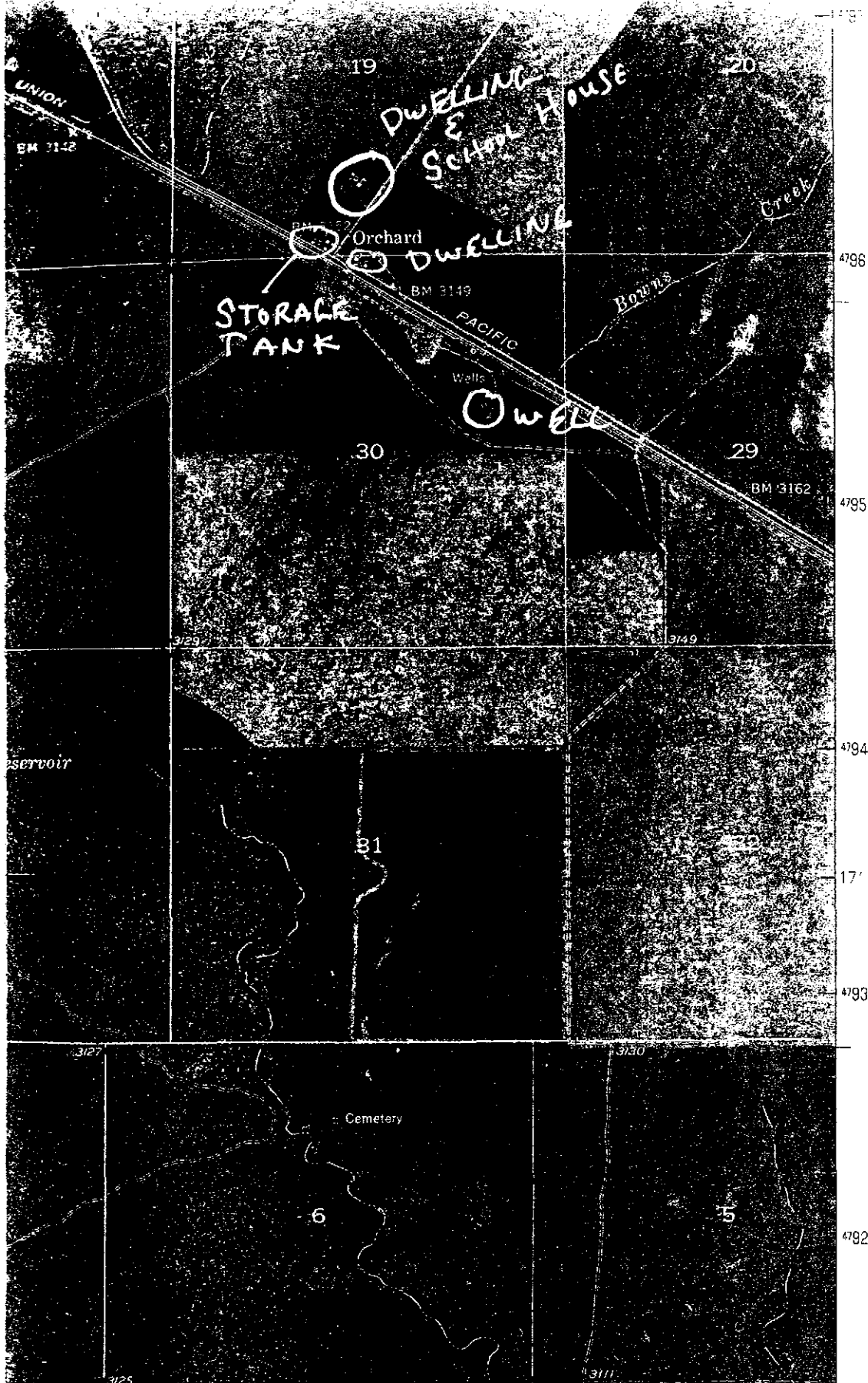
MILE  
POST  
422.5

Had originally  
6 homes per  
Rw. Scott.

Y-60 - 1992

T15, R4E, S19 & 30





Y-60  
1991

T1S  
4E  
T2S

A. ROOT WATER RIGHT NUMBERS: A61-04074

B. POU LISTING

| TWP         | RNG | SEC | 1/4 | 1/4 | LOT | NAME                           | AJ<br>#/ACRES | WR<br>#/ACRES | LANDSAT<br>DATA | FIELD<br>EXAM. | RECOMM.<br>ACRES |
|-------------|-----|-----|-----|-----|-----|--------------------------------|---------------|---------------|-----------------|----------------|------------------|
| 01S         | 04E | 19  | SE  | SW  |     | UNION PACIFIC RAILROAD COMPANY | A61-04074 /   | 61-04074 /    |                 |                |                  |
| 01S         | 04E | 30  | NW  | NE  |     | UNION PACIFIC RAILROAD COMPANY | A61-04074 /   | 61-04074 /    |                 |                |                  |
| 01S         | 04E | 30  | NE  | NW  |     | UNION PACIFIC RAILROAD COMPANY | A61-04074 /   | 61-04074 /    |                 |                |                  |
|             |     |     | NE  | NW  |     | JAYNES, BLAIR D.               | A61-10124 /   | - /           |                 |                |                  |
| TOTAL ACRES |     |     |     |     |     |                                | A61-04074     |               |                 |                |                  |

ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, Y( ) N( )  
IF YES SEE ATTACHED SHEET:

C. FIELD EXAM REQUIRED?

DUE TO POU DISCREPANCY? (Y/N)

DATABASE  
Y

FIELD  
EXAMINER

POU COUNTY: ELMORE

PRESUMPTION FLAG:

NOTES:

RECOMMENDATIONS:

TOTAL ACRES:

REVIEWED BY:

DATE:

D/1 & School  
out Building ok  
D/1

D/2, School,  
out bldg - spigot  
for water of  
dist (filling)

Rch

9/25/98

A. AJ CLAIMED USES:

| PURPOSES                            | MONTH/DAY           | DIVERSION QUANTITY |
|-------------------------------------|---------------------|--------------------|
| A61-04074 INDUSTRIAL FROM STORAGE   | FROM 01-01 TO 12-31 | .180 CFS           |
| TOTAL DIVERSION RATE/VOLUME CLAIMED |                     | .180 CFS           |

B. WR RECORDED USES:

| PURPOSES                            | MONTH/DAY           | DIVERSION QUANTITY |
|-------------------------------------|---------------------|--------------------|
| 61-04074 DOMESTIC                   | FROM 01-01 TO 12-31 | .180 CFS           |
| TOTAL DIVERSION RATE/VOLUME CLAIMED |                     | .180 CFS           |

PRESUMPTION FLAG:

C. FIELD EXAM REQUIRED?

|                                          | DATABASE | FIELD EXAMINER |
|------------------------------------------|----------|----------------|
| DUE TO WATER-USE DISCREPANCY? (Y/N)      | Y        | <u>Reh</u>     |
| DUE TO DIVERSION RATE DISCREPANCY? (Y/N) | N        | <u>    </u>    |
| DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N) | N        | <u>    </u>    |

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?

Y(~~X~~) N( )

RECOMMEND TO WR STANDARDS OR OTHER?

Y( ) N( ) Explain in notes, below.

NOTES:

Accomplished change in use from locomotive to domestic  
in 1954. See signed claim for date of change. However,  
since this is a B/u claim, we do not need to  
show it as a use change

THEORETICAL HORSEPOWER EQUATION WORKSHEET (cjh 1/92)

Water Right No.: A61-04074  
Examiner: RON HOWERTON  
Date of Field Exam 9/21/1994

| P/D No.:           | OPTION 1 | OPTION 2 | OPTION 3 |
|--------------------|----------|----------|----------|
| PUMP HORSEPOWER    | 15       | 15       | 15       |
| BOOSTER HORSEPOWER | 0        | 0        | 0        |
| PUMPING LEVEL      | 535      | 535      | 535      |
| DISCHARGE PRESSURE | 20       | 40       | 30 AVE   |
| RATE OF FLOW (cfs) | 0.16     | 0.15     | 0.15     |

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y( ) N( )

AJ TOTAL CLAIMED DIVERSION RATE: 0.180 CFS  
WR ROOT RIGHT TOTAL DIVERSION RATE: 0.180 CFS

NA

\*\*\* IF NO or IF STATUTORY CLAIM or BENEFICIAL USE then flow measurement required. \*\*\*

\*\* If an amount smaller than the original diversion rate is \*\*

\*\* claimed and an exam is NOT required, explain in notes. \*\*

FLOW MEASUREMENT REQUIRED?

FIELD

DATABASE EXAMINER

DUE TO STAGE OR DIVERSION RATE DISCREPANCY? (Y/N)

Y

Reh

B.

FLOW MEASUREMENT

MEASUREMENT METHOD THEORETICAL, SEE ATTACHED CALCULATIONS.

C. ARE OTHER WATER RIGHTS USED? Y( ) N(~~X~~) IF YES COMPLETE OVERLAP REVIEW.

OTHER RIGHTS LISTED IN CLAIM: NONE

NO CLAIMS FOUND WITH SAME POU AND IRRIGATION USAGE

LIST ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION.

| CLAIM NO. | PURPOSES                | NAME                           | MONTH/DAY           | RATE     | VOLUME |
|-----------|-------------------------|--------------------------------|---------------------|----------|--------|
| A61-04074 | INDUSTRIAL FROM STORAGE | UNION PACIFIC RAILROAD COMPANY | FROM 01-01 TO 12-31 | .180 CFS |        |
| A61-10124 | DOMESTIC                | JAYNES, BLAIR D.               | FROM 03-01 TO 11-01 | .180 CFS |        |

D.

RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE

ACRES            x 0.02 CFS/ACRE =            CFS  
(Taken from p/u review)

1b. CALCULATIONS

DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y( ) N( )

\*\*\* IF YES ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y( ) N( ) \*\*\*

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE =            AF/A

ACRES            x CONSUMPTIVE VOL. AF/A FOR AREA            =

TOTAL CONSUMPTIVE USE            AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME =            AF/A

ACRES            x DIVERSION VOL. AF/A FOR AREA            =

TOTAL DIVERSION VOLUME            AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y( X ) N( )

100,000 GAL STORAGE TANK

$$\frac{100,000}{325,850} = .31 \text{ AF}$$

NOTES: (Include limitations on CONSUMPTIVE USE for combined rights.)

No Limits in conditions for

GPD, PAID 68.00 FEE

ADD Nil

$$(1.98)(.15) = .297 \text{ AF}$$

thus, Storage ok

RECOMMENDATIONS:

| REC.<br>PURPOSES             | REC. PERIOD<br>FROM TO | REC. DIV<br>RATE CFS | REC. DIV<br>VOL. AF/A | REC. CONS.<br>USE |
|------------------------------|------------------------|----------------------|-----------------------|-------------------|
|                              |                        | DATABASE EXAMINER    | DATABASE EXAMINER     | DATABASE EXAMINER |
| DOMESTIC 43                  | 01-01 12-31            | .15                  |                       |                   |
| Storage 44                   |                        |                      |                       |                   |
| TOTAL FOR THIS RIGHT FROM 45 |                        |                      | .31                   |                   |
|                              |                        |                      | .31                   |                   |
| REVIEWED BY: Rch             | DATE: 9/25/98          |                      |                       |                   |

INSTANTANEOUS USE WOULD BE .16 FOR INTERNAL/EXTERNAL  
THIS STORAGE IS OK,  
(100,000 GAL STORAGE TANK)

A. CHECK ONLY THE FOLLOWING THAT APPLY:

|                              | ACCEPTED<br>AS CLAIMED | NEEDS<br>REVIEW |
|------------------------------|------------------------|-----------------|
| OWNERSHIP _____              | (X)                    | ( )             |
| FORFEIT/ABANDON _____        | ( )                    | ( )             |
| ADDITIONAL DIV. AMOUNT _____ | ( )                    | ( )             |

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 61-04074

| TOTAL DIVERSION RATE OF WR SPLITS | DATABASE | EXAMINER | CFS |
|-----------------------------------|----------|----------|-----|
|                                   | 0.180    |          |     |

SPLITS:

| OLD RIGHT<br>NUMBERS | CURRENT<br>CLAIM NUMBERS | DIVERSION<br>RATE | CURRENT "R"<br>CLAIM NUM. | "R" DIV.<br>RATE | WR RIGHT<br>NUMBERS | DIVERSION<br>RATE |
|----------------------|--------------------------|-------------------|---------------------------|------------------|---------------------|-------------------|
| -                    | A61-04074                | 0.180             | -                         |                  | 61-04074            | 0.180             |
| TOTAL CFS            |                          | 0.180             |                           |                  |                     | 0.180             |

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)  
IF NO, is the written review sheet attached? (Y/N)

DATABASE  
Y

FIELD  
EXAMINER  
RH

NOTES:

AUTHENTICATION:

SIGNATURE:

NAME OF FIELD EXAMINER:

DATE:

TITLE:

Ron Howerton  
Ron Howerton  
9/28/98  
SR WATER AGENT

PAGE:  
LIST OF MAPS USED AND ATTACHMENTS

CLAIM NUMBER: 61-04074

MAPS AND AERIAL PHOTOGRAPHS USED TO REVIEW THIS NOTICE OF CLAIM TO A WATER RIGHT

| TYPE OF MAP OR PHOTOGRAPH (CHECK IF USED)                  | IF USED, SUPPLY APPROPRIATE DATE AND OTHER INFORMATION | COPY INCLUDED IN FILE?                                                 |
|------------------------------------------------------------|--------------------------------------------------------|------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> ORTHOPHOTOQUAD         | DATE OF PHOTO <u>1981</u> IDWR ID NO. <u>Y-60</u>      | Y( <input checked="" type="checkbox"/> ) N( <input type="checkbox"/> ) |
| <input checked="" type="checkbox"/> TOPOGRAPHIC            | DATE FIELD CHECKED <u>1992</u> IDWR ID NO. _____       | Y( <input type="checkbox"/> ) N( <input type="checkbox"/> )            |
| <input type="checkbox"/> NAPP                              | DATE OF PHOTO _____ IDWR ID NO. <u>Y-60</u>            | Y( <input checked="" type="checkbox"/> ) N( <input type="checkbox"/> ) |
| <input type="checkbox"/> ASCS AERIAL PHOTO                 | DATE OF PHOTO _____                                    | Y( <input type="checkbox"/> ) N( <input type="checkbox"/> )            |
| <input type="checkbox"/> ASCS COLOR SLIDE                  | DATE OF PHOTO _____                                    | Y( <input type="checkbox"/> ) N( <input type="checkbox"/> )            |
| <input type="checkbox"/> BLM OR USFS AERIAL PHOTO          | DATE OF PHOTO _____                                    | Y( <input type="checkbox"/> ) N( <input type="checkbox"/> )            |
| <input type="checkbox"/> TOWNSHIP SURVEY (GOVERNMENT PLAT) | DATE OF SURVEY _____                                   | Y( <input type="checkbox"/> ) N( <input type="checkbox"/> )            |
| <input type="checkbox"/> SCS SOIL SURVEY MAP               | DATE ISSUED _____                                      | Y( <input type="checkbox"/> ) N( <input type="checkbox"/> )            |
| <input type="checkbox"/> SUBDIVISION PLAT MAP              | DATE OF MAP _____                                      | Y( <input type="checkbox"/> ) N( <input type="checkbox"/> )            |
| <input type="checkbox"/> OTHER _____                       | DATE _____                                             | Y( <input type="checkbox"/> ) N( <input type="checkbox"/> )            |
| <input type="checkbox"/> OTHER _____                       | DATE _____                                             | Y( <input type="checkbox"/> ) N( <input type="checkbox"/> )            |
| <input type="checkbox"/> OTHER _____                       | DATE _____                                             | Y( <input type="checkbox"/> ) N( <input type="checkbox"/> )            |

| LIST OF ATTACHMENTS (CHECK IF ATTACHED)                           | IF ATTACHED, SUPPLY APPROPRIATE INFORMATION | NO. OF PAGES | NOTES             |
|-------------------------------------------------------------------|---------------------------------------------|--------------|-------------------|
| <input type="checkbox"/> LICENSING FIELD EXAM                     | DATE OF FIELD EXAM _____                    | _____        | _____             |
| <input type="checkbox"/> WATER RIGHT LICENSE                      | DATE LICENSE SIGNED _____                   | _____        | _____             |
| <input type="checkbox"/> IDWR APPROVED TRANSFER                   | DATE TRANSFER APPROVED _____                | _____        | _____             |
| <input checked="" type="checkbox"/> SYSTEM DESCRIPTION            | DATE DRAWN <u>28 Sep 90</u>                 | <u>1</u>     | <u>Pg 5 of OR</u> |
| <input checked="" type="checkbox"/> PHOTOGRAPHS                   | DATE(S) PHOTOS TAKEN <u>21 Sep 94</u>       | <u>3</u>     | <u>6 photo's</u>  |
| <input type="checkbox"/> SPLIT RIGHT REVIEW                       | DATE REVIEW COMPLETED _____                 | _____        | _____             |
| <input type="checkbox"/> HUBBLE ANALYSIS                          | DATE ANALYSIS COMPLETED _____               | _____        | _____             |
| <input type="checkbox"/> CONVEYANCE LOSS ANALYSIS                 | DATE ANALYSIS COMPLETED _____               | _____        | _____             |
| <input checked="" type="checkbox"/> FLOW MEASUREMENT CALCULATIONS | DATE SYSTEM MEASURED <u>21 Sep 94</u>       | <u>1</u>     | _____             |
| <input checked="" type="checkbox"/> OTHER <u>PRIORITY INFO</u>    | DATE _____                                  | <u>25</u>    | <u>PAGES</u>      |
| <input type="checkbox"/> OTHER _____                              | DATE _____                                  | _____        | _____             |

9-15-94

FIELD EXAM  
TELEPHONE CONVERSATION MEMO

I.D. NUMBER A61-04074,-75,-76

NAME OF CONTACT RALSTON (R.W. SCOTT)

PHONE NO. 465-8240 ADJ. AGENT RON HOWERTON

DATE SET FOR EXAM 9AM 21 SEPT 94

LOCATION MEET AT GEAR TAMMER PARKING LOT,  
LOOK FOR BIG FORD F700, WHITE HAS  
UPRR LOGO ON IT.

Diverting at full rates? \_\_\_\_\_

Type of measuring devices? \_\_\_\_\_

Places to make measurements? \_\_\_\_\_

Type of system? (pipeline, ditches) \_\_\_\_\_

How many laterals are used? \_\_\_\_\_

Length and size of mainline? \_\_\_\_\_

Size of Motor used for each P/D? \_\_\_\_\_

Estimate of depth to water? \_\_\_\_\_

Pressure at well? \_\_\_\_\_

Pressure at sprinkler head? \_\_\_\_\_

COMMENTS John Stewart OF UPRR (402) 271-4638 SET-UP  
POINT OF CONTACT AS R.W. SCOTT. GAVE SCOTT  
LEGAL DESCRIPTIONS OF POINTS OF DIVERSION.

ADJUDICATION MEMORANDUM

CLAIM NO.: ACI-04074, 75 & 76

SUBJECT: FIELD EXAM - UNION PACIFIC

EMPLOYEE: RON HOWERTON

DATE: 7-18-94

- 1) John Stewart left me a message to call back, F was in field for next day & this day. (402-271-4638)

7-21-94

- 2) I called back and left message on recorder for him to call me back.

8-30-94

- 3) HADN'T HEARD BACK CALLED AGAIN HAD TO LEAVE MESSAGE TO CALL ME BACK - REQUIRE SAID HE WOULD BE ATK 9-1-94.

15:00 JOHN CALLED HE CAME BACK EARLY  
HE WILL CALL BACK THIS WK WITH POSSIBLE  
NAMES FOR POC. HE HAS BEEN ACTIVELY WORKING  
TO ABANDON OLD-WELLS FOR UPRR. HE REQUESTED  
A LIST OF WR'S THAT WE MIGHT HAVE TO HELP  
HIM KNOW WHAT OUR RECORDS SHOW AS GROUNDWATER.  
PLEASE MAIL PRINT OUT TO HIM - ROOM 930.

8-31-94

MAILED GROUNDWATER CLAIM REPORTS TO JOHN

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM VERIFICATION REPORT

17:02:08  
07/07/94

PAGE: 12  
QUICKLOOK INFORMATION

26  
CLAIM NUMBER: A61-04074

| WR ELEMENT                | FIELD EXAM<br>Y/N | CORRESPONDENCE<br>SENT/RECEIVED<br>BY WHOM/DATE | FIELD EXAM<br>BY WHOM/DATE | CHANGE<br>CLAIM<br>Y/N | VERIFIED BY<br>CODE | COMPLETED<br>REVIEW<br>WHOM/DATE | COMPLETED<br>DATA ENTRY<br>WHOM/DATE | VERIFIED<br>DATE<br>WHOM/DATE |
|---------------------------|-------------------|-------------------------------------------------|----------------------------|------------------------|---------------------|----------------------------------|--------------------------------------|-------------------------------|
| PRIORITY DATE             |                   |                                                 |                            |                        |                     |                                  |                                      |                               |
| POINT OF DIV              | Y                 |                                                 |                            |                        |                     |                                  |                                      |                               |
| SOURCE                    |                   |                                                 |                            |                        |                     |                                  |                                      |                               |
| PLACE OF USE              | Y                 |                                                 |                            |                        |                     |                                  |                                      |                               |
| DIV. AMOUNT<br>CFS/VOLUME |                   |                                                 |                            |                        |                     |                                  |                                      |                               |
| CONSUMPTIVE USE           | -                 |                                                 |                            |                        |                     |                                  |                                      |                               |
| PURPOSES                  | Y                 |                                                 |                            |                        |                     |                                  |                                      |                               |
| PERIOD OF USE             |                   |                                                 |                            |                        |                     |                                  |                                      |                               |
| BASIS OF CLAIM            |                   |                                                 |                            |                        |                     |                                  |                                      |                               |
| REMARKS                   | Y                 |                                                 |                            |                        |                     |                                  |                                      |                               |

"VERIFIED BY" CODES

TOPO MAP/ORTHO-PQ = 1  
 ASCS MAP = 2  
 WATERMASTER RECORDS = 3  
 NAPP PHOTOS = 4  
 FIELD EXAM = 5  
 OTHER (SEE REMARKS) = 6

THESE CODES ARE USED TO INDICATE HOW THE FIELD EXAMINER VERIFIED THE INFORMATION  
USED FOR THIS FIELD EXAMINATION. INDICATED ARE ALL CODES WHICH APPLY.

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM VERIFICATION REPORT

17:09:00  
07/07/94  
27

PAGE: 13  
PROFILE REPORT

CLAIM NUMBER: A61-04074

| OWNER<br>CODE | NAME & ADDRESS                                                                          | PRIORITY<br>DATE | WATER USE               | USE PERIOD<br>FROM TO | DIVERSION<br>RATE | DIVERSION<br>VOLUME |
|---------------|-----------------------------------------------------------------------------------------|------------------|-------------------------|-----------------------|-------------------|---------------------|
| C             | UNION PACIFIC RAILROAD COMPANY<br>1416 DODGE STREET<br>OMAHA NE 68179<br>(402) 271-3728 | 09/01/1945       | INDUSTRIAL FROM STORAGE | 01-01 12-31           | 0.18 CFS          |                     |
|               |                                                                                         |                  |                         |                       | TOTAL DIVERSION:  | 0.18 CFS            |

Water Source: GROUNDWATER

Tributary to:

Stage: STATUTORY CLAIM

Point(s) of Diversion:

T01S R04E S30

SENE

ELMORE County

Place of use Legal Description for: INDUSTRIAL FROM STORAGE

|     |     |    |   | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    |    |    |    |    |    |    |    |    |   |
|-----|-----|----|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|---|
| T   | R   | S  | : | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | : |
| 01S | 04E | 19 | : |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | : |
| 01S | 04E | 30 | : |    |    | I  |    |    |    | I  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | : |

POU County: ELMORE

Non-Irrigation Uses: SEE REMARKS

Other Rights: NONE

Remarks: WATER IS FURNISHED TO RAILROAD COMPANY HOUSES, MAINTENANCE SECTION CREW, TRAVELING MAINTENANCE CREWS AND TO ONE INDIVIDUAL BY AN AGREEMENT.  
WATER USE WAS CHANGED FROM STEAM LOCOMOTIVE USE TO DOMESTIC USE IN 1954.

\*\*\*\*\* P.D. APPEARS TO BE LOCATED IN BASIN 63 \*\*\*\*\*

Dates: Exam Made Date: Verified Date: 01/13/1986

Misc: Water District Number: Field Inspection Flag:  
Presumption Flag:



State of Idaho  
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190  
FAX (208) 334-2348

Date: July 5, 1994

Union Pacific Railroad Company  
1416 Dodge St  
Omaha, NE 68179

CECIL D. ANDRUS  
GOVERNOR

R. KEITH HIGGINSON  
DIRECTOR

RE: Field Exam Scheduling Letter for the following Adjudication Claims:

**A61-04074 A61-04075 & A61-04076**

Dear Claimant:

The Adjudication Staff of the Department of Water Resources will be conducting Snake River Basin Adjudication Claim Examinations for Elmore County from July through November 1994.

Information on your claim that may need to be verified includes, source(s) of water, uses and amounts, legal descriptions of point(s) of diversion, place of use and in some cases documentation verifying the date of priority as claimed in the Snake River Basin Adjudication.

Although it is not mandatory that you accompany me, should questions arise during the exam, it would be most helpful for yourself or a knowledgeable representative to be available during the field exam. This will help in the accuracy of collecting specific information about your water right and speed up our findings.

I would appreciate your call **ASAP** to set-up a field exam date. I may also be calling to help speed up the scheduling due to the short field season this year.

If you have other questions prior to scheduling a date or about the field examination, feel free to call me on that too. **Please call today to set-up your exam!**

Sincerely,

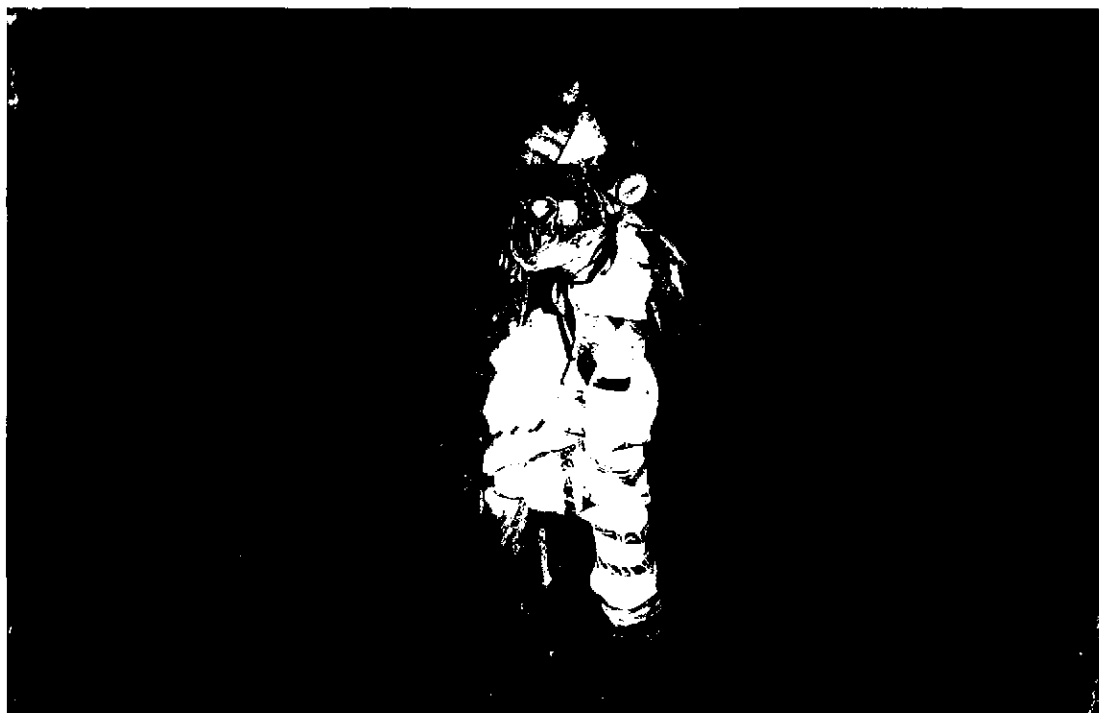
  
Ron Howerton  
ADJUDICATION STAFF  
Department of Water Resources  
Western Region Office  
(208) 334-2190

**PICTURE #1**

9/21/94

61-04074: FX

Photo's by RDH. Point of diversion, 2.5" casing inside 12" casing. T01S, R04E, S30, SENE.



**PICTURE #2**

Pump house, South-side of tracks.

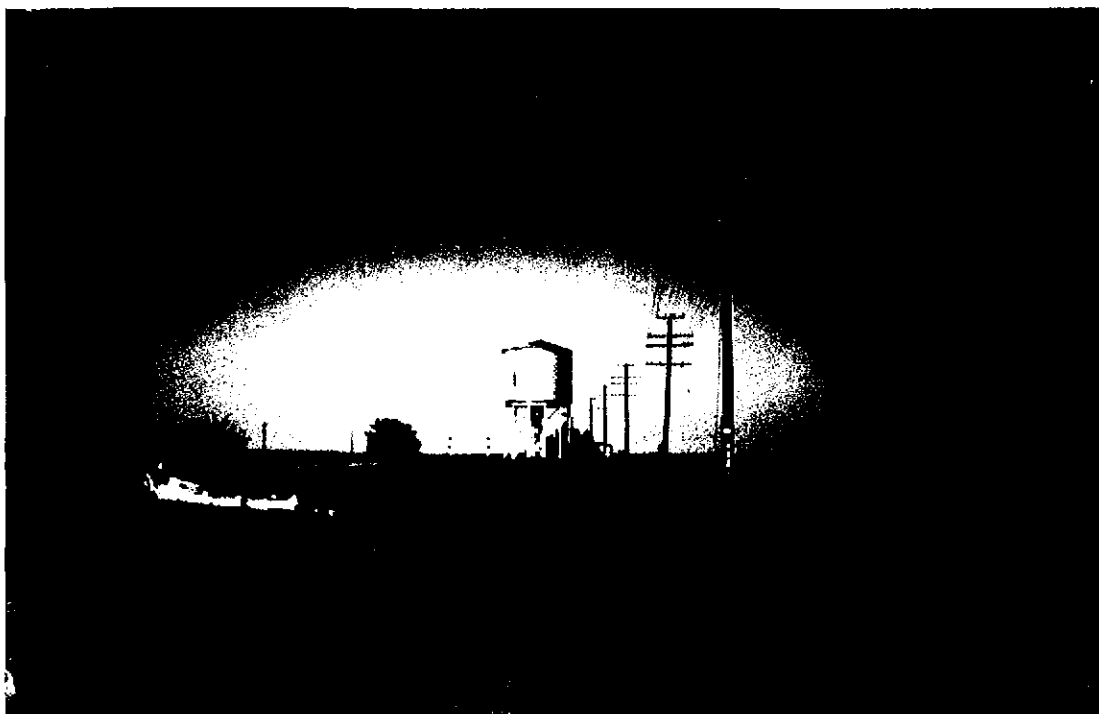


**PICTURE #3**

9/21/94

61-04074: FX

Photo's by RDH. Storage tank 100,000 gallons. Located. T01S, R04E, S19, SESW.



**PICTURE #4**

Spigot fill-up point for dust control. Located T01S, R04E, S30, NENW.



**PICTURE #5** 9/21/94  
61-04074: FX Photo's by RDH. School house and dwelling,  
Located. T01S, R04E, S19, SESW.



**PICTURE #6**  
Second Dwelling, located T01S, R04E, S30, NENW.





# State of Idaho

## DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

January 28, 1993

Re: Claim No(s). AWI-04076

CECIL D. ANDRUS  
GOVERNOR

R. KEITH HIGGINSON  
DIRECTOR

SEE ALSO NOTE ON

PROFILE OF THIS CLAIM

UNION PACIFIC RAILROAD COMPANY  
1416 DODGE STREET  
OMAHA NE 68179

REFERS TO THIS  
CLAIM NO. AWI-04076  
(ATTACHED)

Dear Claimant(s):

In the past, you submitted the above referenced claim(s) in the Snake River Basin Adjudication. Enclosed is a computer generated print-out of the claim(s) for your reference only; this print-out is **NOT** to be returned or re-filed. You have indicated when this claim was filed that the water right(s) was based on either a "Statutory Claim" or "Beneficial Use" of the water. Water rights of this type are established by the historical use of water for a beneficial purpose, dating back to the time the water was first used, this date being the "**Priority Date**" as shown on the enclosed print-out. Your claim(s) has not been confirmed by a previous filing with the Department of Water Resources since there is no decree, license, or permit on file to verify the use of this water. For this reason, the Department is under a legal requirement to gather evidence from claimants supporting the date of priority for claims based on historical beneficial use of water. Any other claims you may have filed, that are not listed above, do not require evidence of priority.

Enclosed is a pamphlet entitled "**Evidence of Priority**" which describes why evidence of the priority date is necessary along with examples of types of evidence that can be submitted to fulfill this requirement. If no evidence is submitted, or we do not hear from you within the time limit below, your priority date, as claimed, may not be recommended to the Court for decree. This could jeopardize your water use under this right(s), if water availability problems arise in the future. It is our goal to decree the historical water rights within the Snake River Basin as accurately as possible. Field exams to verify claims in this area should be conducted this summer by Department personnel. Prior to conducting the field exams, we will contact you to discuss details and schedule a time convenient for you.

Please submit the required evidence supporting the priority date(s) by March 15, 1993, referencing all documents with the corresponding claim number(s). If you have any questions not covered by this letter, or the enclosed pamphlet, please call the toll-free number listed on the back page of the pamphlet or the Western Region office shown above.

Adjudication Section  
Department of Water Resources  
Western Region Office

| OWNER<br>CODE | NAME & ADDRESS                                                                          | PRIORITY<br>DATE | WATER USE  | USE PERIOD<br>FROM TO | DIVERSION<br>RATE | DIVERSION<br>VOLUME |
|---------------|-----------------------------------------------------------------------------------------|------------------|------------|-----------------------|-------------------|---------------------|
| C             | UNION PACIFIC RAILROAD COMPANY<br>1416 DODGE STREET<br>OMAHA NE 68179<br>(402) 271-3728 | 07/01/1924       | INDUSTRIAL | 01-01 12-31           | 0.05 CFS          |                     |
|               |                                                                                         |                  |            |                       | TOTAL DIVERSION:  | 0.05 CFS            |

Water Source: GROUNDWATER

Tributary to:

Stage: STATUTORY CLAIM

Point(s) of Diversion:

T05S R08E S35

NENE

ELMORE County

Place of use Legal Description for: INDUSTRIAL

|     |     |    |   | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |
|-----|-----|----|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--|--|
| T   | R   | S  | : | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac |  |  |
| 05S | 08E | 35 | : |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |

POU County: ELMORE

Non-Irrigation Uses: SEE REMARKS

Other Rights: NONE

Remarks: WATER IS USED AT SECTION FOREMAN'S HOUSE AND YARD, SIGNAL  
MAINTAINERS'S HOUSE AND YARD AND BY MAINTENANCE GANGS.

Dates: Exam Made Date: Verified Date: 01/13/1986

Misc: Water District Number: Field Inspection Flag:  
Presumption Flag:

NOTE: UNION PACIFIC HAS TWO ADDITIONAL CLAIMS FOR WHICH EVIDENCE OF PRIORITY HAS BEEN SUBMITTED IN THE PAST. THESE CLAIM NO'S ARE A61-04074 AND A61-04075. BOTH ARE FOR DOMESTIC USE IN COMPANY HOUSES AND THE EVIDENCE OF PRIORITY DATE SUBMITTED WAS A COPY OF THE CONSTRUCTION AGREEMENTS, NOTARIZED AFFIDAVIT FROM AN INDIVIDUAL & A COMPLETED WELL LOG STATING WHEN WELL WAS DRILLED. THIS TYPE OF EVIDENCE CAN ALSO BE SUBMITTED TO THE D.O.R.

# UNION PACIFIC RAILROAD COMPANY

ENGINEERING DEPARTMENT

S. J. McLAUGHLIN,  
Assistant Vice President  
Engineering  
(402) 271-3018



Room 920  
1416 Dodge Street  
Omaha, Nebraska 68179

C. D. Barton  
Chief Engineer-Maintenance  
(402) 271-3792  
C. L. Jensen  
Chief Engineer-Programs  
(402) 271-5573  
J. R. Beran  
Chief Engineer-Design  
(402) 271-3029  
P. M. Abaray  
Chief Engineer-Signals  
(402) 271-3038

May 25, 1989

Drainage & Water:  
Idaho: Water Supply

RECEIVED  
MAY 30 1989

Mr. Forrest E. Luthy  
Idaho Department of Water Resources  
Adjudication Bureau  
Statehouse Mail  
Boise, Idaho 83720

Department of Water Resources

Dear Mr. Luthy:

In connection with the Snake River Basin water rights adjudication, enclosed please find for filing seven (7) completed Water Rights Claim forms for water rights owned by Union Pacific Railroad Company in Bingham, Ada, Minidoka and Elmore Counties.

The enclosed claims are identified as follows:

|     |             |   |         |
|-----|-------------|---|---------|
| (1) | Taber       | - | 35-4161 |
| (2) | Fort Hall   | - | 29-4332 |
| (3) | Orchard     | - | 61-4074 |
| (4) | Minidoka #3 | - | 36-4203 |
| (5) | Minidoka #2 | - | 36-4204 |
| (6) | King Hill   | - | 61-4075 |
| (7) | Hammett     | - | 61-4076 |

Also, enclosed is Union Pacific Voucher No. 154031, made payable to the Idaho Department of Water Resources in the amount of \$415.00 to cover the associated filing fees. Please note that this amount is less the \$33.00 credit balance referenced in Mr. Donald V. Shaff's letter dated April 5, 1989, Receipt No. C006124. In conjunction with his letter, we do not wish to file the claim for water right 94-4182 furnished with my letter dated March 29, 1989; but would rather have the \$33.00 credit applied to the enclosed filings.

MICROFILMED

AUG 11 1992

If I can be of further assistance to you, please feel free to contact Mr. Jack L. Nelson at (402) 271-2347.

Yours truly,

A handwritten signature in cursive script that reads "J. R. Beran".

J. R. BERAN  
Chief Engineer - Design

jln/c/0525i

MICROFILMED

AUG 11 1982

4/5/1989

## SRBA CLAIMS RECEIVING CHECKLIST #2

CLAIMANT'S NAME Union Pacific CLAIM IDENT. NO. A61-04074DATE RECEIVED 6-30-89 CK # 154031 AMOUNT \$ 415 <sup>②</sup>

- |                                                                                                                                                                                                                          | YES                                        | NO                       | Required Info?       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------|----------------------|
| 1. Is the name and address complete with zip code?                                                                                                                                                                       | <input checked="" type="checkbox"/>        | <input type="checkbox"/> | *                    |
| 2. Is a priority date entered?                                                                                                                                                                                           | <input checked="" type="checkbox"/>        | <input type="checkbox"/> | *                    |
| Is the priority date acceptable in view of mandatory filing dates?                                                                                                                                                       | <input checked="" type="checkbox"/>        | <input type="checkbox"/> | *                    |
| See Adjudication Memos #1 and #4 to determine if a Permit is required.                                                                                                                                                   | <input checked="" type="checkbox"/>        | <input type="checkbox"/> | *                    |
| 3. (a) Is a source entered?                                                                                                                                                                                              | <input checked="" type="checkbox"/>        | <input type="checkbox"/> | *                    |
| (b) Is a tributary to entered? (if required)                                                                                                                                                                             | <input checked="" type="checkbox"/> N/A    | <input type="checkbox"/> |                      |
| 4. Is the legal description of the p.d. sufficient?                                                                                                                                                                      | <input checked="" type="checkbox"/>        | <input type="checkbox"/> | *                    |
| 5. Is there a description of the diverting works?                                                                                                                                                                        | <input checked="" type="checkbox"/>        | <input type="checkbox"/> |                      |
| 6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form.              | <input checked="" type="checkbox"/>        | <input type="checkbox"/> | *                    |
| Is the period of use included?                                                                                                                                                                                           | <input checked="" type="checkbox"/>        | <input type="checkbox"/> |                      |
| Is a quantity claimed for each use?                                                                                                                                                                                      | <input checked="" type="checkbox"/>        | <input type="checkbox"/> | *                    |
| 7. Is a total quantity claimed entered?                                                                                                                                                                                  | <input checked="" type="checkbox"/>        | <input type="checkbox"/> |                      |
| 8. If required is a consumptive use entered?                                                                                                                                                                             | <input checked="" type="checkbox"/> N/A    | <input type="checkbox"/> |                      |
| Is the consumptive use correct?                                                                                                                                                                                          | <input checked="" type="checkbox"/> N/A    | <input type="checkbox"/> |                      |
| 9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4. | <input checked="" type="checkbox"/> N/A    | <input type="checkbox"/> | <u>See Remarks</u> * |
| 10. Is (are) the place(s) of use and purpose(s) indicated?                                                                                                                                                               | <input checked="" type="checkbox"/>        | <input type="checkbox"/> | *                    |
| 11. Is (are) the county(ies) entered?                                                                                                                                                                                    | <input checked="" type="checkbox"/>        | <input type="checkbox"/> |                      |
| 12. Is the ownership of p.u. checked?                                                                                                                                                                                    | <input checked="" type="checkbox"/>        | <input type="checkbox"/> |                      |
| 13. Are other water rights listed or "none" indicated?                                                                                                                                                                   | <input checked="" type="checkbox"/>        | <input type="checkbox"/> |                      |
| 14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.)                                                                  | <input checked="" type="checkbox"/> N/A    | <input type="checkbox"/> |                      |
| 15. Is the basis of the claim indicated?                                                                                                                                                                                 | <input checked="" type="checkbox"/>        | <input type="checkbox"/> |                      |
| 16. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.)                                                                                        | <input checked="" type="checkbox"/> N/A    | <input type="checkbox"/> |                      |
| 17. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block.                                                                                           | <input checked="" type="checkbox"/>        | <input type="checkbox"/> | *                    |
| 18. Has the claim been signed, sealed, and dated by a notary?                                                                                                                                                            | <input checked="" type="checkbox"/>        | <input type="checkbox"/> | *                    |
| 19. Was this claim filed on time, or was an extension granted?                                                                                                                                                           | <input checked="" type="checkbox"/>        | <input type="checkbox"/> | *                    |
| 20. Is the fee enclosed correct?                                                                                                                                                                                         | <input checked="" type="checkbox"/> Exempt | <input type="checkbox"/> | *                    |
| 21. If this claim is based on an existing water right, has the identification number been entered?                                                                                                                       | <input checked="" type="checkbox"/> N/A    | <input type="checkbox"/> |                      |
| 22. Should this claim be data entered?                                                                                                                                                                                   | <input checked="" type="checkbox"/>        | <input type="checkbox"/> |                      |

Claim checked by: CA Date: 7-21-89Claim must be returned to claimant: (Yes) (No)Claimant must be notified of modifications: (Yes) (No)
 Receipt Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Claim data entered by: CA Date: 7-21-89 Checked by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Sent to claimant by: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

MICROFILMED

AUG 11 1989

61-04074

CLAIM - 9-1-1945 PRIORITY  
DATEINDENTITY BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we, A. A. DURAND and PAUL A. DURAND, of Walla Walla, Washington, partners doing business under the firm name of "A. A. Durand & Son", as Principals, and

UNITED PACIFIC INS. CO.

as Surety, are held and firmly bound unto the UNION PACIFIC RAILROAD COMPANY and OREGON SHORT LINE RAILROAD COMPANY, Lessor of Union Pacific Railroad Company, as Obligees herein, in the penal sum of Five Thousand Six Hundred Dollars (\$5,600.00), for the payment of which sum well and truly to be made to said obligees, their successors and assigns, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Signed this 20 day of September, 1943.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the said Principals did on the 27th day of August, 1943, enter into a contract in writing with said Union Pacific Railroad Company for the drilling of a 12-inch water well at Orchard, Ada County, Idaho, as more specifically set forth in said contract, a copy of which is hereto annexed and made by reference a part hereof.

NOW THEREFORE, if the said Principals, their heirs, executors or administrators shall well and truly perform and keep each and every of the undertakings, covenants and agreements on the part of said Principals in said contract specified, and shall indemnify, hold harmless and protect the Obligees from all fines, damages, claims, demands, costs and expenses in accordance with the obligation of the Principals in said contract contained, and shall also pay to the said Obligees any damage which they may sustain by reason of any failure of said Principals fully to keep and perform each and every covenant on the part of said Principals in said contract contained, then this obligation to be void, otherwise to remain in full force and effect.

Witness:

(s) C. F. Dement(s) Ida Berenson

Witness:

---

Attest:

Jim Henry (Sgd) (Seal)  
Idaho Res. Agent

(s) A. A. Durand(s) Paul A. Durand

Partners doing business under  
the firm name of "A. A. Durand  
& Son" Principals

UNITED PACIFIC INS. CO.by (s) Jim Henry

Its Attorney-In-Fact  
Surety

Approved as to financial  
responsibility of surety:

(s) Scott Lord, Asst. Treasurer

NATIONAL PACIFIC RAILROAD COMPANY

SPECIFICATIONS

GENERAL DESCRIPTION:

This specification covers the complete work, including labor and materials, for drilling a 12 inch water well, approximately 400 feet deep, including starter, shoes, drilling rig, perforating, cleaning, sand pumping, sealing well against infiltration of ground water and all other work required to complete water well at Orchard, Idaho.

CONTRACTOR TO FURNISH:

- (1) The Contractor shall furnish, provide and pay for all equipment, tools, machinery, materials, and supplies, including starter, shoes, and drilling rig, tools, and all materials required for the construction of water well to depth required which is estimated at 400 feet, except materials to be furnished by Railroad Company as herein specifically specified.
- (2) The Contractor shall secure, organize, supervise, direct, and pay for all labor needed for drilling and completing the well, including piecing steel course, perforating, cleaning, sand pumping, providing equipment, and making pumping tests and do all other incidental work.
- (3) The Contractor shall install the well casing furnished by the Railroad Company as herein specified.
- (4) The Contractor shall furnish, connect and install nine line from nearest point on Railroad Company's water main to site of well for water required in drilling operations.
- (5) The Contractor shall unload store and protect materials furnished by the Railroad Company, transport and place these materials in the work as specified.
- (6) The Contractor will be required to execute a contract in form attached hereto.
- (7) The Contractor shall at its own expense be required to furnish a surety bond in such form, for full amount of the contract and executed by a Surety Company, which shall be approved by and be acceptable to the Railroad Company and conditioned upon the faithful performance of the contract covering this work.
- (8) The Contractor shall state in its proposal and bid the limits of Contractor's Public Liability and Contractor's Property Damage Insurance to be carried until work is completed.
- (9) The Contractor shall furnish all labor, materials and equipment for welding the 15-1/2 inch and 20 inch casing.

signed

(2) The Railroad Company will furnish the Contractor with the following materials:

- 20 inch O.D. 3/8 inch wall
- 18 inch O.D. 3/8 inch wall
- 12 inch standard threaded and coupled
- 10 inch standard threaded and coupled

THE RAILROAD COMPANY TO FURNISH:

- (1) The Railroad Company will furnish the Contractor with the following materials on basis fully covered in the form of contract attached hereto.
- (2) The Railroad Company will furnish, at its expense, all water necessary for drilling purposes, at a point in its existing water system nearest the proposed location of the well to be drilled. Contractor shall furnish, connect and install pipe line to his work.
- (3) The Railroad Company will furnish labor and materials for installing the casing, and will furnish materials and install pipe line connecting with the casing.
- (4) The Contractor shall procure, and cause each sub-contractor to procure, from a duly licensed agent of an insurance company to be designated by the Railroad Company, (a) Workmen's Compensation and Employer's Liability Insurance, (b) Contractor's Public Liability Insurance and (c) Fire, or Damage Insurance. Railroad Company will pay premiums for such insurance.
- (5) All necessary steel well casing of the required size and length will be furnished by the Railroad Company F.O.B. cars nearest available side track and shall be unloaded and set by the Contractor. Pipe couplings will be furnished for 12 inch casing. The 16-1/2 inch and 20 inch casing will be furnished beveled for welding.
- In case additional quantity or change in size of casing is found necessary during drilling operations, the Railroad Company will furnish the required casing, or will give the Contractor an "Order on Contractor" to furnish the additional materials at prices set up in schedule in paragraph 10 under heading Contractor to furnish, of these specifications.
- (6) The Railroad Company will furnish Portland Cement to cement off formations encountered that sluff off during drilling.

DRILLING EQUIPMENT:

Contractor will furnish well drilling equipment best suited to handle the work at this well and to be one of the following types:

#### Drilling and Casing

Drill shall be of such size and type as to be capable of drilling the 20 inch casing with tools less than 10 feet in length. The 15-1/2 inch casing to extend to a depth of about 100 feet from the ground surface, or to a point where casing of this diameter can be drilled in a satisfactory manner. Increased work with 15-1/2 inch casing shall be done until the 20 inch casing is drilled and drill with said bit to the greatest possible depth with an open hole until the time of completion of the installation of 12 inch casing. In event of preventing or delaying work to be drilled with 15 inch casing, the 12 inch casing shall be drilled with 12 inch bit until in drilling the well to the greatest possible depth. The 12 inch casing shall be of such size and type as to be capable of drilling the 12 inch casing with 12 inch bit. The 12 inch casing shall be of such size and type as to be capable of drilling the 12 inch casing with 12 inch bit. The 12 inch casing shall be of such size and type as to be capable of drilling the 12 inch casing with 12 inch bit.

From time of setting to be drilled to its greatest possible depth.

In any event the engineer directs to enlarge the diameter of the well to such extent as to be drilled and drilled without injury to the casing, then such extra work to be covered by "Order on Contractor" at prices to be agreed upon.

#### CEMENTING:

In the event formations are encountered that sluff and may be scattered off to continue the drilling of the same size hole without having to run casing, the Contractor will do the work of cementing and drill out the cement. The Hall-Road Company will furnish Portland Cement for any work of this nature which may become necessary.

#### WELL CASING:

The well shall be cased with 20 inch drive pipe from top of well to approximately 40 ft., then 15-1/2 inch casing from top of well to approximately 100 ft., then 12 inch standard pipe from top of well to bottom of well. The 20 inch drive pipe shall weigh 88.67 pounds per lineal foot, with .409 inch wall thickness. The 15-1/2 inch casing shall weigh 80.65 pounds per lineal foot with .308 inch wall thickness. The 12 inch standard

one shall weigh 50.7 pounds per lineal foot including couplings with 1/2 inch inner and 1/2 inch outer diameter. The couplings shall be of the 1 1/2 inch coupling for the 1 1/2 inch casing and shall be furnished by the Railroad Company. The casing shall be laid out on the track at Oxford and shall be unloaded and stored on the track by the Contractor. The well casing shall be laid out on the main house floor.

If it is necessary account of formations encountered to reduce the size of casing, then the well is to be reduced and cased with 1 1/2 inch casing. The Contractor shall use the smallest possible casing unless further reducing the size of casing.

#### SEALING OF CASING:

The Contractor shall seal off all surface water or hard water encountered. Contractor to furnish complete distribution of method to be used and obtain approval from the Engineer before undertaking the work.

#### PERFORATIONS:

All perforations to be made at intervals of 10 feet selected by the Engineer from log of well and from tests made of water samples taken at various depths. Perforations to be 1-5/8 inches in length by width up to 1/8 inch, or the louver-type made with a hydraulic casing perforator tool. Logs of perforations to be evenly spaced and log furnished showing number and their location.

#### PRINTS ATTACHED:

The print attached shows location of existing wells. The new well will be located 500 feet to 1000 feet from existing wells. The exact location will be determined by the Railroad Company before the Contractor is ready to start drilling.

#### SAMPLING:

At each water bearing stratum, as encountered, a sample of water is to be taken and furnished to the Engineer of the Railroad Company for chemical analysis. Railroad Company will provide the containers for handling the water samples.

#### RECORDS:

The Contractor also agrees to furnish the Railroad Company a daily record of the number of feet drilled and a record of drilling showing formations encountered and depth of each. Location of water bearing stratum to be shown on the log and record of number of water-sample taken is to be indicated for each sample taken. After well drilling is finished, complete log of well shall be furnished.



The Contractor guarantees to build the rails to a good workable condition after 1 year, and to repair all mechanical defects for a period of one year from date of completion and acceptance by the Railroad Company.

the right to make such changes in the amount, dimensions and character of the work to be done as the interests of the Railroad Company may require, and such changes shall not constitute a claim for damages for anticipated profits on the work so increased or diminished.

all work to be inspected and approved by the Engineer  
of the Railroad Company.

Upon completion of work the Contractor shall remove all his supplies and equipment and clean up the site in a manner satisfactory to the Engineer.

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CONTRACT DEPARTMENT  
OFFICE COPY

Drilling 12-inch water well  
at Orchard, Idaho.

Cont. Dept. No. 27678

THIS AGREEMENT, made and entered into this 27th day of August, 1943, by and between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah (hereinafter called "Railroad Company"), party of the first part, and A. A. DURAND & SON, a partnership composed of A. A. Durand and Paul A. Durand, both of Walla Walla, Washington (hereinafter called "Contractor"), party of the second part, WITNESSETH:

IT IS MUTUALLY COVENANTED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Section 1. CONTRACTOR TO PERFORM WORK.

The Contractor hereby covenants and agrees to drill, case, test and complete a 12-inch water well to an estimated depth of 400 feet at Orchard, Ada County, Idaho, and to furnish (except as in the specifications otherwise specifically provided) all superintendence, labor, tools, materials and equipment and all other things requisite and necessary therefor; said work to be done in an expeditious, substantial and workmanlike manner to the satisfaction and acceptance of the Chief Engineer of the Railroad Company in conformity with the location plan attached, bearing date of August 27, 1943, and the annexed specifications, which said plan and the annexed specifications are hereby made a part of this contract, and in accordance in all respects with the conditions, requirements and stipulations hereinafter contained.

COMPLIANCE WITH MAXIMUM PRICE REGULATION NO. 251

The Contractor represents that the prices quoted for the work, as set out in Section 2 of this contract, are not in excess of the prices which the Contractor is permitted to charge under Office of Price Administration Maximum Price Regulation No. 251, and the Contractor agrees, in the performance of the work hereunder, to comply with such price regulation.

Section 2. RAILROAD COMPANY TO PAY.

In consideration of the completion of the work herein described in conformity with said plan and the annexed specifications and the fulfillment of all covenants, conditions and agreements of the Contractor herein contained, to the satisfaction and acceptance of the Railroad Company, the Railroad Company shall pay to the Contractor an amount based on the following schedule of contract prices:

- (a) For drilling, casing and completing one 12-inch water well to the full estimated depth of 400 feet, in accordance in all respects with the specifications, the lump sum of..... \$5,400.00  
to which said lump sum there shall be added or deducted for any increase or decrease, as the case may be, in the depth of well below or above said depth of 400 feet..... \$15.00 per foot of increased or decreased depth.
- (b) For furnishing equipment for and performing 10-hour pumping test, in accordance in all respects with the specifications, the lump sum of.... \$300.00.
- (c) For any additional time employed on pumping test..... \$9.60 per hour.

Cont.

In addition to paying the Contractor the contract price hereinbefore specified, the Railroad Company shall

- (1) bear the cost of transporting to and from the work over any and all of its operated lines of railroad, the officers, agents, laborers and other employees of the Contractor actually required on the work;
- (2) bear the cost of transporting to and from the work over its operated lines of railroad, all tools and equipment which may be actually required in the performance of the work;
- (3) bear the cost of transporting from any point on its operated lines of railroad, all material used by the Contractor for the construction of the work and will deliver the same to the Contractor on cars at **Orchard, Mich.**

The words "to and from the work" as used in the preceding paragraphs numbered (1) and (2) shall mean transportation from original point of shipment on lines of railroad of the Railroad Company or from junction point on said

railroad to **Orchard, Mich.** and  
return from **Orchard, Mich.** to point of

origin or such junction point only within sixty days after the completion of the work.

The Contractor agrees to ship via such routes as the Railroad Company may direct all supplies, materials and equipment furnished, and all laborers hired, by the Contractor for or incident to the work hereunder and to bill such supplies, materials and equipment in accordance with the instructions of the Engineer, PROVIDED that the Contractor shall not be compelled to pay freight charges in excess of those which the Contractor would be required to pay via other available routes. Failure upon the part of the Contractor to comply with the provisions of this paragraph shall nullify the obligation of the Railroad Company hereunder to bear any part of the cost of transportation of the shipment respecting which the failure occurs.

Shipments of material for the work embraced in this contract originating at points off the lines of the

Const.

Railroad Company may, at the election of the Contractor, be billed by the Contractor through to destination or to the junction point of the foreign line with the railroad of the Railroad Company. Freight charges on such shipments must be prepaid by the Contractor to destination or to such junction point as the case may be. If the shipment is billed through to destination by the Contractor, the Railroad Company will refund to the Contractor that portion of the freight charges accruing to the Railroad Company on such shipment.

All articles furnished by the Contractor for the work hereunder shall be loaded and unloaded promptly at points of shipment and at destination by and at the expense of the Contractor, and the Contractor shall bear the amount of any demurrage charges accruing on cars set by the Railroad Company for loading by the Contractor or held under load by the Contractor.

All material furnished by the Railroad Company to the Contractor for the work hereunder will be delivered f. o. b. cars at Orchard, Idaho.

and shall be unloaded, stored and protected by and at the expense of the Contractor and the Contractor shall bear the amount of any demurrage charges accruing on such cars while being unloaded or held under load by the Contractor.

Transportation of the officers, agents, laborers and other employees of the Contractor shall be subject to the rules of the Railroad Company in regard to the inspection of men and restrictions in use of trains.

The number of employees and the amount or quantity of the articles to be transported for the Contractor as herein provided, shall be determined by the Engineer and when any excess of such employees or articles has been transported, the Contractor shall pay for such excess at the regular tariff rates of the Railroad Company.

The Contractor shall pay commercial rates on such articles as blankets, flour, meat and supplies used in boarding outfits, also commercial rates on tobacco, gloves, shoes and other supplies which may be sold from the Contractor's commissary.

Const.

### GENERAL CONDITIONS

#### Section 3. TIME.

The work hereunder shall be commenced promptly and shall be completed within 45 calendar days of the date of this contract, time being of the essence of this contract and being one of the considerations for the price or prices specified for said work.

#### Section 4. BOND.

The Contractor upon the execution and delivery of this contract shall execute, pay for and deliver to the Railroad Company a good and sufficient bond of indemnity in the sum of Five Thousand Six Hundred Dollars (\$5,600.00) in the form hereto attached, as security for the faithful performance by the Contractor of all the covenants and agreements on the part of the Contractor to be performed and kept contained in this contract or in any change or modification thereof or addition thereto. The surety on such bond shall be a surety company accepted and approved by the Railroad Company.

#### Section 5. ENGINEER.

The word "Engineer" whenever used in this contract shall refer to and indicate the Chief Engineer, or such other officer of the Railroad Company under whose direction the work hereunder is to be performed.

#### Section 6. ENGINEER SOLE ARBITER

The Engineer is hereby constituted the sole arbiter of all matters to determine the same between the parties hereto in respect to the work done or material furnished in performance of this contract, and his certificate as to any matter in difference which may arise between the parties hereto shall be final and conclusive between them, and no right of action shall exist in favor of the Contractor until final certificate of the Engineer is made nor shall the Contractor have any right of action other than may be found to exist under the terms of such certificate. Such final certificate shall be made under the hand of the Engineer, in duplicate, one of which shall be delivered to each of the parties hereto.

#### Section 7. WORK TO BE UNDER SUPERVISION OF CONTRACTOR.

The work shall be performed under the personal supervision of the Contractor, and no part of this contract, nor any interest therein, shall be sublet or transferred without the written consent of the Engineer, and no such written consent shall release the Contractor from any obligation either to the Railroad Company or to the persons employed by any subcontractors. All subcontractors shall be considered as the agents of the Contractor and all employees of such subcontractors shall be considered as employees of the Contractor. Any employee shall be removed from the work by the Contractor at any time on request of

the Engineer for inspection, and the Contractor shall not be held liable for or whenever such employees shall not be held liable for the Engineer; and the Contractor expressly agrees to indemnify and hold the Railroad Company harmless from and against all claims, damages, expenses, claims or damages whatsoever, and to defend and pay for so dismissing any employee or employees, either of the Contractor or any subcontractors, as provided in this Section.

**Section 8. WORK TO BE DONE TO SATISFACTION OF ENGINEER.**

The performance of the work shall be under the direction and supervision of the Engineer, it being understood however, that the Railroad Company shall not be responsible for the methods selected by the Contractor for the Contractor's own convenience in performing the work, and the Engineer shall have full power to condemn and reject any or all work and/or material, which, in his opinion, is unsatisfactory or which does not conform with the spirit of this contract, and all such imperfect or insufficient work and/or material shall be immediately rejected or removed by and at the expense of the Contractor and to the satisfaction of the Engineer; and, in the event the Contractor shall fail so to do, the Engineer shall have the power at any time to take out any defective work and/or material and rebuild or replace the same at the expense of the Contractor. It being understood and agreed, however, that the failure of the Engineer to detect faulty or defective workmanship and/or material during the progress of the work shall not be construed as an acceptance thereof until after the final completion and acceptance by the Railroad Company of the whole work covered by this contract.

Any and all material which has been rejected by the Engineer for any cause whatsoever shall be plainly marked by the Contractor at the direction of the Engineer so as to identify the same and shall be removed from the premises of the Railroad Company and entirely away from the vicinity of the work by and at the expense of the Contractor.

The removal of imperfect material as in this Section provided refers only to the material furnished by the Contractor.

**Section 9. EXTRA WORK.**

It is understood and agreed that the Railroad Company shall have the right to make such changes in the amount, dimensions or character of the work to be done hereunder as, in the opinion of the Engineer, the interests of the work or of the Railroad Company may require; and if any such changes or alterations should diminish the quantity of the work to be done they shall not constitute a claim for damages for anticipated profits on the work so dispensed with. Any increase in the amount of work to be done, that may result from such changes, shall be paid for at the same rates as similar work is herein contracted to be paid for; and, if such work is not similar to that herein contracted for, the Contractor shall submit information concerning the nature of the same to the Engineer before such work is commenced and it shall be classified as "extra work" and paid for at prices to be agreed upon between the Engineer and the Contractor, prior

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to the commencement of the same; but, if the Contractor and the Engineer are unable to agree upon a price for such extra work, the Railroad Company may enter into a contract with any other party or parties for its execution or may itself perform any and all such extra work the same as if this contract had never existed. In case the Contractor fails to present a claim in writing to the Engineer on account of the dissimilarity in the work by reason of such change within ten days after such change has been explained, the Contractor shall be forever estopped from making any claim therefor.

**Section 10. TERMS OF PAYMENT.**

The terms of payment shall be as follows:

During the progress of the work the Engineer shall cause estimates to be made of the amount of work done and/or materials furnished during each calendar month and about the twentieth day of the succeeding month the value of the same based on the price or prices aforesaid, less a reserve fund of ten (10) per cent, which shall be held by the Railroad Company as security for the completion of the whole work in its several parts, shall be paid to the Contractor and it, at the time herein specified for the completion of the work, each and every part of the work has been done in accordance with the provisions hereof and delivered up to the Railroad Company free of all claims and liens and, if the Contractor shall have done and performed all the covenants and undertakings on the part of the Contractor herein mentioned to be done and performed, the Railroad Company shall, subject to the provisions of Section 11 hereof, pay over to the Contractor all of said reserve fund.

**Section 11. RESERVE FUND.**

In the event that the bond given by the Contractor as required in Section 4 hereof is insufficient, in the opinion of the Railroad Company, to protect its interest, the Railroad Company shall not be obligated to pay said reserve fund of ten (10) per cent to the Contractor immediately upon the completion of the work, but shall have the right, at its option, to retain such portion of said reserve fund as it desires until the time allotted by law for the filing of liens upon or against the work shall have expired, and until all liens filed upon or against the work shall have been fully paid.

**Section 12. ESTIMATES.**

No estimate made under any of the foregoing provisions of this contract (except the "final" estimate made upon the termination of the Contractor's work hereunder) shall be construed or considered as final or conclusive against the Railroad Company in respect to the amount of work done and/or materials furnished, compensation to be allowed therefor or payments made, but all such estimates made before the final estimate shall be construed and considered to be altogether approximate and provisional and subject to adjustment, readjustment, revision and correction.

Const.

as the Engineer may thereafter determine; and the Railroad Company hereby reserves the right, upon the completion of the work and prior to the making of the final certificate, to adjust, readjust, revise and correct any and all of said approximate estimates for the determination of the amount of work done and/or materials furnished under this contract, of amounts paid, of the amount of work unfinished and/or the amount of materials unfurnished, and the values thereof respectively, as well as the amount of compensation therefor; having reference to the uncompleted part of said work and/or unfurnished part of said materials, as well as to the work done or materials furnished.

**Section 13. PROSECUTION OF WORK: FORFEITURE.**

If the Contractor shall fail to prosecute the work with a force sufficient, in the opinion of the Engineer, to insure its completion within the time herein specified or if, in the opinion of the Engineer, the character of the work is not in accordance with the provisions hereof, the Engineer shall have the option to serve written notice on the Contractor to supply at once the necessary increase of force, appliances or tools, or to cause such improvements in the character of the work and/or materials as may be required to make the same conform to the stipulations of this contract and if, on the expiration of ten days after the service of such written notice upon the Contractor by serving same on the Contractor, or an officer of the Contractor, or on the representative of the Contractor in charge of the work, in any case personally or by mail, the Contractor shall have failed to comply with the requirements of such notice, the Engineer shall, at his option, have full power to supply such additional force, appliances or tools as he may deem requisite and necessary to complete the work in the time specified, to make or have made such improvements in the character of the work and/or materials as may be required to conform to the provisions of this contract, to pay for all labor so employed and materials and other expenses so used or incurred and to deduct the amounts so paid from any payments then due or thereafter falling due to the Contractor hereunder; or, in the case of the failure of the Contractor to comply with such written notice within ten days after the service thereof as aforesaid, the Engineer, at the expiration of such ten days, at his option, may declare this contract forfeited and abandoned and take possession of the work immediately to the exclusion of the Contractor, and the Contractor shall have no further rights under this contract after such declaration of forfeiture and thereupon no further payments shall be made by the Railroad Company to the Contractor under this contract but the difference between the amount due the Contractor and the amounts actually paid to the Contractor prior to the time of said forfeiture shall be used by the Railroad Company, so far as necessary, to compensate the Railroad Company for any loss caused to it by reason of the

Const.

failure of the Contractor to complete the work embraced in this contract according to its terms and within the time specified, including loss to the Railroad Company by reason of completing the work itself at a higher cost than would have resulted had the Contractor completed the work, or by reason of its making a new contract for the completion of the work by other parties at a higher rate or rates than hereinbefore mentioned, and also by reason of any delay in the completion thereof, or otherwise. In the event that, upon the completion of the work, and after deducting all losses, damages, costs and expenses whatsoever to the Railroad Company by reason of such forfeiture, there remains unused any balance of said difference between the amount due the Contractor and the amounts paid to the Contractor, said balance shall be paid over to the Contractor, but in the event said difference shall not have been sufficient to satisfy and defray all damages, losses, costs and expenses whatsoever to the Railroad Company by reason of said forfeiture, then the Contractor shall pay to the Railroad Company an amount sufficient to reimburse entirely the Railroad Company for such damages, losses, costs and expenses.

The delay in furnishing material as referred to in this section covers only material to be furnished by the Contractor.

#### Section 14. CONTRACTOR TO COMPLETE WORK.

None of the provisions of this contract shall be construed as in any way permitting the Contractor to abandon the work herein provided for except under the provisions of Section 17 hereof.

In case the Contractor shall fail to complete the work within the time specified, but shall nevertheless be permitted to complete the same, such permission will not release the Contractor from any liability for damages or expenses arising from the non-completion of the work in the time specified, but such liability shall continue in full force against the Contractor the same as if such permission had never been granted.

#### Section 15. DELAYS AND EXTENSIONS.

Should the Contractor be delayed in the prosecution or completion of the work by act, neglect or default of the Railroad Company, or of any other forces employed by the Railroad Company on the work, or by any damage caused by fire or other casualty for which the Contractor is not responsible, or by combined action of workmen in no wise caused by or resulting from default or collusion on the part of the Contractor, or by delay due to freight embargoes or unusual weather conditions, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid, which extended period shall be determined and fixed by the Engineer, but no such allowance shall be made unless a claim therefor is presented in writing to the Engineer within a reasonable time after the occurrence of such delay.

Contract.  
RR-21

**Section 16. RIGHT TO STOP WORK.**

It is further agreed that in case of an emergency, that whenever, in the opinion of the Railroad Company, it shall be necessary or expedient to stop the work on any portion thereof, or if the force employed thereon should be diminished, the Railroad Company shall have the right and power to stop the work or diminish said force and the Contractor shall have no claim for damage by reason thereof. The order to stop the work shall be made in writing, signed by the Engineer and delivered to the Contractor, or in the case of the Contractor's absence to some person on the work representing the Contractor, at least ten days prior to the date when such order shall take effect.

**Section 17. SUSPENSION OF WORK FOR OVER THIRTY DAYS.**

It is further agreed that in case of a total suspension of work under this contract arising from no fault, failure or collusion on the part of the Contractor and continuing for a longer period than thirty days, unless such suspension shall have been caused by unusual weather conditions, or in case the force employed on the work should be diminished for a longer period than thirty days in accordance with instructions of the Engineer, the Engineer shall make final estimate of the amount and value of all work done and materials furnished according to the terms of this contract, and the amount then found to be due, together with all retained percentages, except as herein otherwise provided, shall be paid to the Contractor.

**Section 18. FEDERAL AND STATE LAWS - LIENS.**

The Contractor shall pay the wages and salaries of the officers, agents and employees of the Contractor in strict accordance with federal enactments and with the laws of the state in which the work is performed, and shall indemnify and hold harmless the Railroad Company and **Oregon Short Line**

**Railroad** Company, Lessor of the Railroad Company party hereto (hereinafter called "Lessor Company"), from and against all damages, penalties and expenses of whatever nature resulting from failure so to do.

The Contractor shall comply with the laws of the state in which the work is performed regarding liens for labor, material and supplies furnished for the work and shall protect and indemnify the Railroad Company and the Lessor Company from and against any and all claims or liens against the work for labor, material or supplies furnished the Contractor; and the Railroad Company may, whenever it deems it proper or expedient so to do, pay to the laborers or other persons employed by the Contractor, or those who may have furnished material or supplies for the work, out of the moneys due the Contractor on monthly or other estimates, any sums due for labor, material or supplies furnished in the performance of the work, and charge the same to the Contractor as so much paid on this contract; and, before a final settlement is made between the parties hereto for work done and material or supplies furnished under this contract, the

RR-21

Const.  
R.R.Spl.

Contractor shall furnish satisfactory evidence to the Railroad Company that the work is insured from all risks for labor, workmanship, material and/or supplies and that no claim that arises in respect to which such liens could arise. The payment for material and supplies as referred to in this section covers only such material as is furnished by the Contractor.

The Contractor agrees to accept exclusive liability for the payment of any and all payroll taxes or contributions for unemployment insurance or old age pensions or annuities which are measured by the wages, salaries, or other remuneration paid to the employees of the Contractor. The Contractor further agrees to reimburse the Railroad Company for any of such of the aforesaid taxes and contributions as by law the Railroad Company may be required to pay. The Contractor agrees to comply with all valid administrative regulations respecting the assumption of liability for the aforesaid taxes and contributions and the supplying of information to the properly designated authorities.

#### Section 19. CONTRACTOR'S LIABILITY AND INSURANCE.

All injury to the work from fire, floods, or casualties of every kind and/or loss of materials during construction, occurring prior to the final acceptance of the work by the Engineer shall be repaired and/or replaced by and at the expense of the Contractor. During the progress of the work, if required by the Engineer, the Contractor shall carry, free of all cost and expense to the Railroad Company, insurance against fire and/or tornado on the work, with insurers approved by the Railroad Company, with a clause in the policies providing that the loss, if any, on account of fire and/or tornado shall be payable to the Contractor and the Railroad Company as their interests may appear at the time of such loss. Any money received by the Railroad Company from such insurance shall be paid to the Contractor during the progress of the work of restoration performed by the Contractor upon such estimates and at such times and under such terms as are provided in Section 10 hereof, it being understood, however, that the Contractor shall claim no additional compensation by reason of such damage or destruction, but the Engineer shall allow such extension of time as may be reasonably required by reason of such damage or destruction.

#### Section 20. CONTRACTOR'S OWN KNOWLEDGE.

It is distinctly understood and declared by the Contractor that this contract is made for the consideration herein stated, solely on information derived from others than the Railroad Company, its officers, agents or employees, and that the plans and specifications governing the work are subject to change and alteration as herein provided. Any variation from said plans and specifications will be considered as an alteration and shall be determined as provided in Section 10 hereof.

Section 21. DALLAS.

The Contractor hereby further covenants and agrees to save and hold harmless the Railroad Company and the Lessor Company from and against any and all damages, claims, costs or expenses arising from or growing out of any injuries to or death of the members of the Contractor's firm, or either of them, or the employees of the Contractor or any other person or persons whomsoever, or loss of or damage to property whatsoever, when such injury, death, loss or damage occurs because of, or in connection with the carrying on and completion of the work hereunder, whether such claims are based upon a right conferred by the common law or by any statute; PROVIDED however, that the agreement of the Contractor herein to indemnify and hold harmless the Railroad Company and the Lessor Company shall not apply as to injuries, deaths, losses or damages occasioned by reason of the negligent acts of an independent contractor over whom the Contractor has no control, either direct or indirect, or of the Railroad Company, its officers, agents or employees, unless in either case there is concurring negligence on the part of the Contractor, in which event the indemnity to be furnished by the Contractor hereunder shall be in proportion to the Contractor's negligence; and the Contractor further covenants and agrees so to manage, control and direct the Contractor's employees, agents and servants and so to care for the property and materials owned by and/or in the custody and control of the Contractor as to prevent injury to said employees, agents or servants, or damage to or loss or destruction of said property and materials, resulting from the proper operation of the trains for the conduct of business of the Railroad Company in, on or about the premises of the Railroad Company or of the Lessor Company during the progress of the work.

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Upon settlement of any suits or claims arising hereunder the Contractor shall secure a release to the Railroad Company and the Lessor Company from all liability in connection therewith.

The Contractor further agrees that in case of suit against the Railroad Company or the Lessor Company for injuries to or death of persons or loss of or damage to property occasioned through the work covered by this contract that the Contractor hereby waives notice to come in and defend and agrees to be bound by the amount of the recovery in such suit.

**Section 21-1/2. INSURANCE. See pages 11a and 11b.**

**Section 22. EXPLOSIVES.**

In the transportation of any explosives or inflammables to be used in connection with the work hereunder the Contractor shall use every precaution to see that the same in all cases are properly packed and labeled and that extreme care is used in handling the same; and the Contractor shall conform in all respects with the rules and regulations of the Railroad Company covering the transportation of explosives and inflammables and shall also conform with all federal, state, municipal or other laws and regulations governing the transportation, storage, handling and use of explosives and inflammables. No such explosives or inflammables will be transported on any trains or equipment carrying passengers.

**Section 23. WORK NOT TO INTERRUPT TRAFFIC.**

All work hereunder shall be so handled by the Contractor as not to interfere in any manner with the continuous and uninterrupted use of the trucks and property of the Railroad Company and the Lessor Company, and the Contractor shall be responsible for any damages which may be sustained by the Railroad Company, caused by such interference which could have been avoided by proper handling of the work.

If the handling of the work is liable to cause interference with the operation of the railroad or use of the property of the Railroad Company or the Lessor Company, the method of handling it shall be taken up with the Engineer by the Contractor and written instructions obtained as to the proper method of handling the same.

In the event of delays to traffic and interference with the use of any of the property of the Railroad Company or the Lessor Company which in the judgment of the Engineer are due to lack of care or to improper methods of handling the work, the Engineer, at his option, may declare this contract null and void and of no further effect between the parties hereto, and thereupon the Engineer shall proceed in the manner as provided in Section 13 hereof for forfeiture of contract and completion of the work.

Const.  
"13"

Section 21. COMPENSATION, LIABILITY AND PROPERTY  
DAMAGE INSURANCE.

The Contractor shall procure, and cause each subcontractor, if any, to procure, from a duly licensed agent of an insurance company to be designated by the Railroad Company, Workmen's Compensation and Employer's Liability Insurance, Contractors' Public Liability Insurance and Contractors' Property Damage Insurance as follows:

(a) Workmen's Compensation and Employers' Liability Insurance.

The policy or policies shall cover the Contractor's or subcontractor's employees wherever they may be in the United States so long as they are engaged in the work covered by this contract, including the time while they are en route to the job or returning therefrom, but they shall not, however, cover such employees while working at any home office or headquarters point (other than field headquarters point) whether or not engaged in connection with the work covered by this contract.

The policy or policies shall cover the entire liability of the Contractor and any subcontractor to employees, as determined by the Compensation Laws of the State of ~~Ill.~~.

(b) Contractors' Public Liability Insurance.

The policy or policies to be taken out (1) by the Contractor shall provide limits (which have been designated by the Contractor) of ~~\$25,000.00~~ for any one person and, subject to the same limit per person, ~~\$25,000.00~~ for any one accident, and (2) by each subcontractor shall provide limits agreed upon between the Contractor and such subcontractor; and shall protect the Contractor and subcontractor against claims for injuries to or death of persons, other than their own employees, arising out of the work to be performed under this contract.

Const.  
"13"

Const.  
"3"

(c) Contractors' Property Damage Insurance

The policy or policies to be taken out (1) by the Contractor shall provide a limit (designated by the Contractor) of \$5,000.00 for any one accident, and, subject to the same limit per accident,

\$5,000.00 aggregate for the policy period, and (2) by each subcontractor limits agreed upon by the Contractor and such subcontractor.

The Railroad Company will pay the premiums on the insurance hereinabove in this section provided for.

Neither the Contractor's Public Liability Insurance nor the Contractor's Property Damage Insurance herein provided for shall protect the Contractor or any subcontractor against claims on account of injuries to or deaths of persons or damage to property caused by trains, automobiles, trucks and other vehicles of the Contractor and any subcontractor or the loading or unloading thereof unless the accident occurs on the premises used by the Contractor and/or subcontractor in the conduct of the work to be performed under this contract.

Upon completion of the work, the Contractor shall furnish, and cause each subcontractor to furnish, to the agent of the Insurance Company so designated by the Railroad Company, such certified copies of all labor pay rolls as such agent may require prepared on forms provided by the Insurance Company.

The Contractor shall cooperate with the representatives of the Insurance Company in the handling of all other insurance details and reporting on accidents and shall see that all such subcontractors do likewise.

Upon making any subcontract with any subcontractor, the Contractor shall give immediate notice thereof to the Chief Engineer of the Railroad Company and to the Insurance Company designated by the Railroad Company, and in such notice shall specify, among other things, the limits of Contractors' Public Liability Insurance and Contractors' Property Damage Insurance agreed upon between the Contractor and such subcontractor.

Const.  
"3"

Const.  
RRSpl.

**Section 24. METHODS TO CONFORM WITH SAFETY REQUIREMENTS.**

In the prosecution of the work covered by this contract the Contractor shall use only such methods of handling the same as are consistent with safety, both as concerns the Contractor, the Contractor's agents and employees, the officers, agents, employees and property of the Railroad Company, the property of the Lessor Company and the public in general.

**Section 25. OCCUPATION OF STREETS, ALLEYS AND PUBLIC PLACES.**

Whenever, in performing the work hereunder, it may be necessary to occupy, use or obstruct any street, highway, private way or public place, or to do anything whatever in connection with public property, or whenever it shall be necessary, in order to comply with building laws or other local, state or national ordinances, laws or regulations, the Contractor shall procure, free of all cost and expense to the Railroad Company, all necessary permits or permission therefor; and in doing such work shall be governed by, and comply with the laws, ordinances, rules and regulations of the proper municipal or other authorities, and the Contractor agrees to indemnify and save harmless the Railroad Company and the Lessor Company from and against any and all liability, costs or expenses resulting from any failure to secure the proper authority or to comply with such laws, ordinances, rules or regulations, or to restore to their former condition such streets, highways, private ways, public places or public property.

**Section 26. USE OF PATENTED ARTICLES.**

The Contractor covenants and agrees to indemnify, protect, and save harmless the Railroad Company and the Lessor Company from and against any and all claims, losses, costs, damages, expenses, actions, suits, or other proceedings, growing out of or resulting from the infringement of any patent by the Contractor or the use of any patented article by the Contractor except as provided for in the plans and specifications as a part of the work covered by this contract.

**Section 27. PROPERTY AND RIGHT OF ENTRY.**

The Contractor shall, at the expense of the Contractor, provide the necessary property for the erection of any temporary buildings or facilities required for the Contractor's own use in connection with the work, and shall also provide the right of entry over public or private property to gain access to the work or any of the Contractor's own facilities required in connection therewith. No allowance or compensation whatsoever shall be due or paid to the Contractor for any temporary roads, bridges or trestles that the Contractor may make to facilitate the work.

RRSpl.

Const.  
HKSpl.

Section 28. MAINTENANCE OF FENCES.

The Contractor shall, at the expense of the Contractor, repair, replace and maintain all fences and gates of the Railroad Company, the Lessor Company and of private parties adjacent to the work, which are torn down or altered in any manner by the Contractor or the agents or employees of the Contractor, and shall be solely responsible for any injury to live stock or crops or for trespass or damage to adjacent properties or the public, occasioned by any acts or omissions on the part of the Contractor or agents or employees of the Contractor during the progress of the work. Any damage so caused may be paid by the Railroad Company and deducted from any moneys due or to become due to the Contractor.

Section 29. INSPECTION.

The Engineer or his authorized representatives shall have free access to the work for inspection of the same at any and all times.

Section 30. SUCCESSORS AND ASSIGNS.

This agreement shall be binding upon and inure to the benefit of the Railroad Company, its successors and assigns, the Contractor and the Contractor's heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate as of the date first herein written.

Witness:

UNION PACIFIC RAILROAD COMPANY,

(s) G. W. Wentz

By (s) E. J. Connors

Vice President

Witness:

A. A. BURAND & SON,

(s) G. F. Dement

By (s) A. A. Burand

Partner

(s) Ida Burandson

By (s) Paul A. Burand

Partner

Approved:

(s) B. H. Prater, Chief Engineer

Approved as to form and execution:

(s) F. J. Hallis, General Attorney

HKSpl.

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RECEIVED  
JAN 2 11 46  
CHIEF ENGINEER  
UNION PACIFIC  
RAIL ROAD

Salt Lake City, January 25, 1946

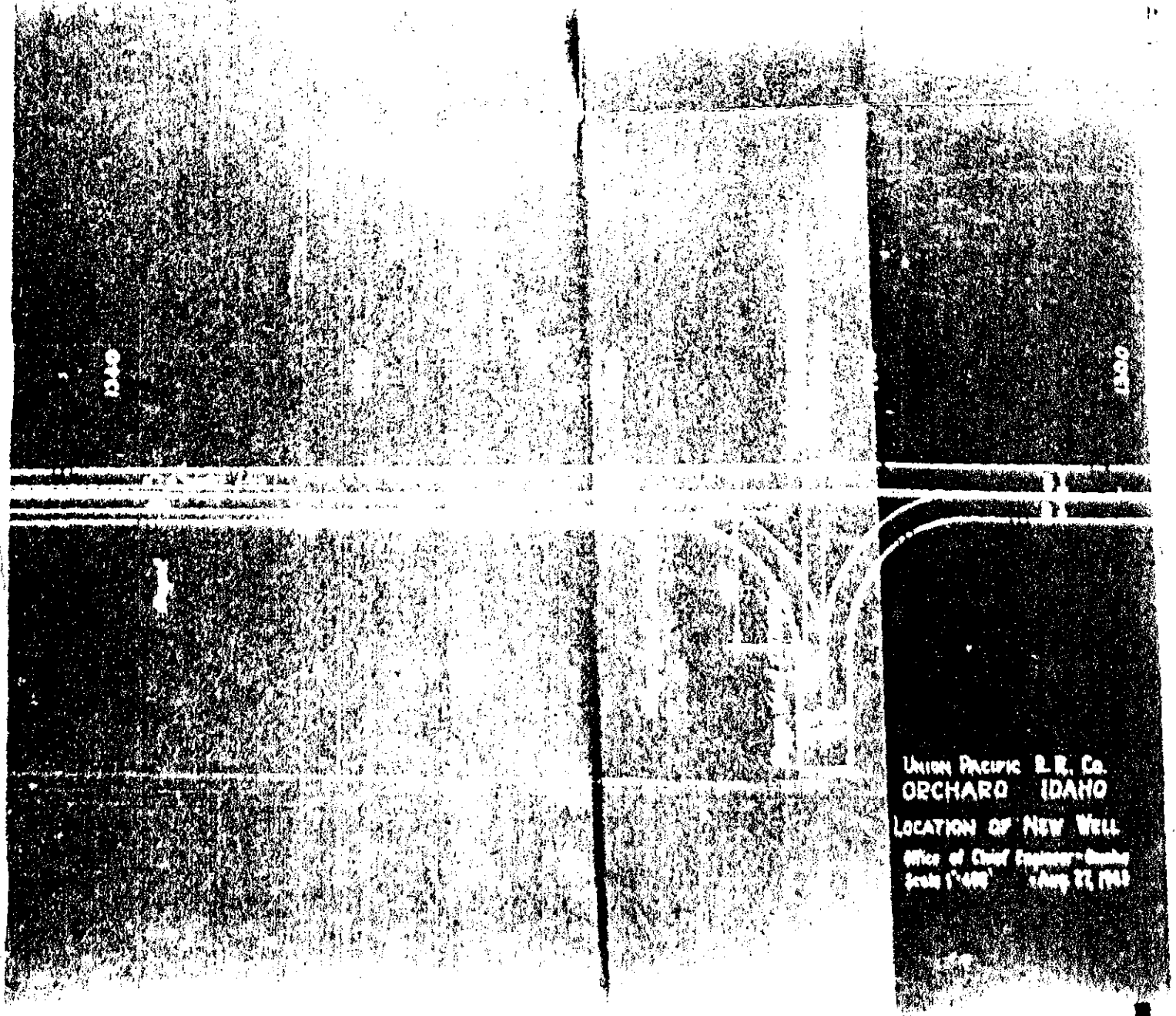
Mr. B. H. Prater:-

Attached hereto are Forms 3017 covering payment to Contractor A. A. Durand & Son for drilling 185 ft. in well at Orchard, which work was completed during September, 1945, total amount due \$2,775, less 10% retained, or \$2,497.50, and for work performed during December, drilling 60 ft., total of \$900, less 10% retained, or \$810.

The work has been performed by Contractor and assume we are obligated to make payment for same; however, I am very much disappointed with performance on this job and before final payment is made on completion of work by Durand & Son, we should have an accounting.

F. C. Paulsen

JAN 20 1946



Union Pacific R.R. Co.  
ORCHARD IDAHO  
LOCATION OF NEW WELL  
Office of Chief Engineer Omaha  
Scale 1"=400' Aug 27, 1943



**UNION PACIFIC  
RAILROAD**



**R. W. (SCOTTY) SCOTT**

**1313 1st STREET NORTH  
NAMPA, ID 83687  
PHONE: 208-465-8240-NAMPA  
503-567-1310-HINKLE  
FAX: 208-465-8313**

**WASTE WATER TREATMENT PLANT**