

CONTRACT DIVISION
OFFICE COPY

AUDIT No.

95954

C. D. No. 42114-1

C O N T R A C T

L. D. No. 17954

Audit No. _____

Between

UNION PACIFIC RAILROAD COMPANY

and

BERT A. WESTLAKE

Drilling Well

at

Pegram, Idaho

OMAHA COPY

RECEIVED

THIS AGREEMENT, made and entered into this
16th day of April, 1940,
by and between UNION PACIFIC RAILROAD COMPANY, a corporation
of the State of Utah, (hereinafter called "Railroad Company"
party of the first part, and
BERT A. WESTLAKE, an individual of Bennington, Idaho,
(hereinafter called "Contractor"), party of the second part,
WITNESSETH:

IT IS MUTUALLY AGREED, by and between the parties
hereto, as follows:

(1) CONTRACTOR TO PERFORM SERVICES:

The Contractor agrees to furnish all superintendence, labor, machinery, tools, equipment and material (including casing pipe, drive shoes, perforations, etc.), and all other things necessary and requisite, and drill a six-inch well, approximately 60 feet in depth, on the Railroad Company's premises at Pogram, Idaho.

The Contractor agrees to commence work promptly upon receipt of notice from the Railroad Company to do so, and such work shall be performed in an expeditious, substantial and workmanlike manner, to the entire satisfaction and acceptance of the Railroad Company.

This agreement shall be effective from and after the day and year first herein written and shall remain in full force and effect for a period of sixty (60) days after commencement of the work, or until the prior completion thereof, subject to termination as hereinafter provided; PROVIDED, however, that in no event shall this agreement remain in effect for a longer period than two years after the effective date hereof.

(2) RAILROAD COMPANY TO PAY:

In consideration for the completion of the work herein described, 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 the Contractor at the rate of \$3.25 per linear foot of well casing used, and \$5.00 per foot for the total depth of the well, making a total payment of \$8.25 per foot for the total depth of the well, plus \$22.00 for the drive shoe. It is understood that the above amounts shall include all sales and/or use and/or excise taxes which the Contractor may be required by law to collect.

MICROFILMED

and the Railroad Company hereby agree to reimburse the Contractor for the amount of said taxes it is required to pay, in addition to the contract price.

(3) RENDITION OF BILLS:

promptly render to the Railroad Company an itemized statement covering all work performed hereunder during the previous month, and progress payments shall be made by the Railroad Company in accordance therewith; PROVIDED, however, that the Railroad Company shall retain a reserve fund of ten per cent (10%) of any such amount due, which shall be held by the Railroad Company as security for the satisfactory

Upon completion of the work, the Contractor shall render to the Railroad Company properly certified bills covering all work performed hereunder, accompanied by a statement and satisfactory evidence that the completed work is free and clear of all liens and claims for labor, material and equipment. Payment of all bills shall be made within thirty (30) days after they have been approved by the proper representative of the Railroad Company.

(4) INDEPENDENT CONTRACTOR:

In the performance of the work hereunder the Contractor is an independent contractor, and neither the Contractor, nor the agents or employees of the Contractor engaged in the performance of such work, are or shall be considered as employees of the Railroad Company.

(5) PAYROLL TAXES:

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 also 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.

(6) LIABILITY:

The Contractor agrees to indemnify and save harmless the Railroad Company from and against liability for loss, cost, claims and damages because of injury to or death of persons whomsoever and damage to or destruction of property whatsoever, arising out of or in any way connected with the operations being conducted by the Contractor hereunder; PROVIDED, however, that the Contractor shall not be liable to the Railroad Company where any such injury, death, damage or destruction is occasioned by reason of the sole negligence of the Railroad Company, or by reason of negligent acts of an independent contractor over whom, or other causes over which, the Contractor has no control.

(7) LIENS:

The Contractor shall comply with the laws of the State in which the work is to be performed regarding liens for labor, material and supplies furnished for the work, and shall protect and indemnify the Union Pacific Railroad Company and its Lessor, ~~Oregon Short Line Railroad Company~~, from and against any and all claims or liens against the work for labor, material and supplies furnished, 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 monies due the Contractor hereunder, any sums due for labor, materials or supplies furnished in the performance of the work and charge the same to the Contractor as so much paid on this contract.

(8) BOND:

at the expense of the Railroad Company,
The Contractor shall, at the time of the execution and delivery of this contract, furnish and deliver to the Railroad Company a good and sufficient bond of indemnity, in the sum of ~~FIVE THOUSAND FIFTY~~ Dollars (\$ ~~5,050.00~~), in form and substance and with surety thereon satisfactory and acceptable to the Railroad Company, to insure the faithful performance by the Contractor of all the covenants and agreements on the part of the Contractor herein contained.

(9) TRANSPORTATION:

In addition to paying the contract prices hereinbefore specified, the Railroad Company shall bear the cost of transporting all tools, material, supplies and equipment actually required on the work, as well as all of the employees of the Contractor actually required in connection with the work, from the point of origin located on its line of railroad, or the junction point with another railroad, to the point where the work is to be performed, and return to the point of origin, or such junction point on its line of railroad, upon the completion of the work provided for herein.

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 Railroad Company's instructions, employing freight billing only, except as otherwise specifically authorized or directed in writing by the Railroad Company.

(10) **COMPENSATION, LIABILITY AND PROPERTY DAMAGE INSURANCE:**
The Contractor shall procure and keep in effect during the life of this agreement, at its own sole cost and expense, Workmen's Compensation and Employers' Liability Insurance, Contractors' Public Liability and Contractors' Property Damage Insurance and Contractors' Contractual Liability and Contractors' Contractual Property Damage Insurance as follows:

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

The policy or policies shall cover the entire liability of the Contractor to employees as determined by the compensation laws of the state in which the work is performed, it being understood, however, that such policies will not cover liability of the Contractor in the States of Wyoming, Nevada, Oregon and Washington, being so-called "monopolistic states" with respect to Workmen's Compensation, and in such states the Contractor shall nevertheless and at its own expense comply with the respective Workmen's Compensation laws therein.

(B) Contractors' Public Liability and Property Damage Insurance and Contractors' Contractual Liability and Property Damage Insurance.

The policy or policies to be taken out by the Contractor shall provide minimum limits as follows:

- (a) Under Contractors' Public Liability Insurance, of \$25,000.00 for any one person and, subject to the same limit per person, \$100,000.00 for any one occurrence; such insurance to protect the Contractor against claims for injuries to or death of persons, arising out of the work to be performed under this contract;
- (b) under Contractors' Property Damage Insurance, of \$25,000.00 for any one accident, and subject to the same limit per accident, \$100,000.00 aggregate during an annual period;
- (c) under Contractors' Contractual Liability Insurance, of \$25,000.00 for any one person and, subject to the same limit per person, \$25,000.00 for any one occurrence; and
- (d) under Contractors' Contractual Property Damage Insurance, of \$25,000.00 for any one accident; and, subject to the same limit per accident, \$25,000.00 aggregate during an annual period;

The insurance under items (c) and (d) above to insure the liability assumed by the Contractor under the indemnifying provisions of this agreement on account of injuries to or death of persons or damage to property.

(11) **TERMINATION:**

The Railroad Company reserves the right to terminate this agreement at any time by giving to the Contractor five (5) days' written notice of its intention so to do.

(12) **SUCCESSORS AND ASSIGNS:**

The obligations of the Contractor herein contained shall be binding upon the Contractor, its successors and assigns.

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

Witness:

A. J. PROUDFIT

UNION PACIFIC RAILROAD COMPANY,

By

its

W. H. Barry
Vice President

Witness:

/s/ Raha Westlake

/s/ Bert A. Westlake

(Bert A. Westlake) Contractor

Approved:

C.A. Thompson, For Gen. Mgr.

Approved as to Form:

Bryan P. Leverich
General Solicitor

Approved

(Sgt.) J. M. Bates

For Chief Engineer

Approved as to execution

(Sgt.) E. L. Brier

Asst. General Attorney

WESTERN SURETY COMPANY

One of American Surety Companies

KANSAS CITY, MO. ST. LOUIS, MO. ST. PAUL, MINN.
SARASOTA, FLA.

CONTRACT BOND

BOND No. 2 006 618

KNOW ALL MEN BY THESE PRESENTS:

That we, BERT WESTLAKE

of the BENNINGTON State of IDAHO
as Principal, and the WESTERN SURETY COMPANY, a corporation, as Surety, are held and firmly bound unto
UNION PACIFIC RAILROAD

POCATELLO, IDAHO

hereinafter called the Obligor, in the sum of

FIVE HUNDRED FIFTEEN AND NO/100 (\$ 515.00) DOLLARS.

for which payment said Principal and Surety bind themselves by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligor dated the 15th day
of February, 1960 to DRILL A 60 FOOT FRESH WATER WELL AT PEGRAM,
IDAHO.

REGARDLESS OF ANY AGREEMENT BETWEEN THE PRINCIPAL AND THE OBLIGOR,
THIS SURETY ASSUMES NO OBLIGATION FOR THE GUARANTEE OF EITHER THE
QUALITY OR QUANTITY OF WATER.

which contract and specifications are hereby referred to and made a part hereof

NOW THEREFORE, the condition of this obligation is such, that if the said Principal shall faithfully perform
said contract and indemnify the said Obligor from any loss, resulting from the breach of any of the terms and condi-
tions thereof and shall promptly pay all persons supplying labor or material in the prosecution of the work provided
for in such contract, then this obligation shall be void, otherwise to remain in full force and effect.

Dated this 15TH day of FEBRUARY, 1960.

Bert Westlake

Principal

Countersigned

By

Alvin Barnett

Resident Agent

WESTERN SURETY COMPANY

By

S. R. Storch

S. R. Storch, Assistant Secretary

ACKNOWLEDGMENT OF SURETY

STATE OF CALIFORNIA

County of SANTA CLARA

On this 15TH day of FEBRUARY, 1960 before me, the undersigned officer, personally

appeared S. R. Storch who acknowledged himself to be the Assistant Secretary
(Official Title or Attorney-in-Fact)

of the WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed
the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as
such officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last
above written.

My commission expires

MY COMMISSION EXPIRES MAY 18, 1960

D. McKeever

Notary Public

12 1983

2270

AFFIDAVIT OF PUBLICATION

JUN 3 1983

Department of Water Resources
Eastern District Office

E OF IDAHO,
y of Bear Lake

ss.

Maie B. Nye

being duly sworn,

ses and says:

at he is the Publisher of THE
S-EXAMINER, a weekly newspaper published at Mont-
pelier, in the County of Bear Lake and State of Idaho; and
said newspaper has been and is in general circulation in the
vicinity aforesaid, and in the vicinity of Montpelier; that the
advertisement, a copy of which is attached hereto, was pub-
lished in said newspaper once a week for 2 con-
secutive weeks in the regular and entire issue of said paper
during the period and time of publication, and was published
as a newspaper proper and not a supplement; that said
advertisement has been established and regularly published for more
than seventy-eight consecutive weeks prior to the date of
publication of said advertisement.

Such notice was published in the issue beginning with

April 28, 1983, and ending
the issue of May 5, 1983.

Maie B. Nye
55

described and sworn to before me this 10 day

May, 1983.
Karla Jensen

Notary Public, Residing at Montpelier, Idaho

Commission Expires November, 1985.

LEGAL NO. 2270 NOTICE OF CLAIMS TO WATER RIGHTS

The following claim(s) have been filed on
water right(s) created by diversion and
beneficial use:

11-4236

HARDCASTLE, A. LEON &/ or ALICE B.
BERN, ID 83220
Source: UNNAMED STREAM trib. to
SINKS
Priority Date: 06/23/1922
Diversion Pt: NWSW SESW SWSE Sec 14 T
12S R 43E
Use: STOCKWATER (0.04 CFS)
In: NWSW SESW SWSE Sec 14 T 12S R 43E

11-4235

HARDCASTLE, A. LEON &/ or ALICE B.
BERN, ID 83220
Source: SHEEP CORRAL CREEK trib. to
BEAR RIVER
Priority Date: 12/01/1904
Diversion Pt: SWSW SESW SWSE Sec 24 T
12S R 43E
Use: STOCKWATER (0.04 CFS)
In: SWSW SESW SWSE Sec 24 T 12S R 43E

11-4234

HARDCASTLE, A. LEON &/ or ALICE B.
BERN, ID 83220
Source: SEGAS SPRINGS trib. to OVID
CREEK
Priority Date: 01/23/1922
Diversion Pt: NWSW Sec 27 T 12S R 43E
Use: STOCKWATER (0.07 CFS)
In: NWSW Sec 27 T 12S R 43E

11-4223

HARDCASTLE, A. LEON &/ or ALICE B.
BERN, ID 83220
Source: GROUNDWATER
Priority Date: 08/15/1935
Diversion Pt: NESE Sec 25 T 12S R 43E
Use: STOCKWATER (0.05 CFS)
In: NESE Sec 25 T 12S R 43E

11-4232

HARDCASTLE, A. LEON &/ or ALICE B.
BERN, ID 83220
Source: SPRING trib. to BEAR RIVER
Priority Date: 12/07/1887
Diversion Pt: NESE Sec 26 T 12S R 43E
Use: IRRIGATION (2.00 CFS)
STOCKWATER (0.16 CFS)
In: SWSW Sec 24 T 12S R 43E NWNW
SWNW NESW NWSW SESW NWSE SWSE
Sec 25 T 12S R 43E NENE SENE NESE Sec
26 T 12S R 43E SESE Sec 23 T 12S R 43E
FOR 217 ACRES.

11-4228

OREGON SHORT LINE RAILROAD CO.
UNION PACIFIC RAILROAD CO.
P.O. BOX 1592, POCATELLO, ID 83204
Source: MONTPELIER CREEK trib. to
BEAR RIVER
Priority Date: 03/01/1897
Diversion Pt: SWSW Sec 33 T 12S R 44E
Use: COMMERCIAL (0.05 CFS)
In: SWSW Sec 33 T 12S R 44E

11-4230

OREGON SHORT LINE RAILROAD CO.
UNION PACIFIC RAILROAD CO.
P.O. BOX 1592, POCATELLO, ID 83204
Source: GROUNDWATER
Priority Date: 06/30/1960
Diversion Pt: SWSW Sec 06 T 15S R 46E
Use: DOMESTIC (0.04 CFS)
In: SWSW Sec 06 T 15S R 46E

Exceptions to a claim may be filed with the
Director, Dept. of Water Resources, 150
Shoup Ave., Suite 15, Idaho Falls, Idaho
83402.

KEN DUNN, DIR.

4-28, 5-
88 LINE

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
CLAIM TO A WATER RIGHT



Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.
Oregon Short Line Railroad Company

Notice is hereby given that **Union Pacific Railroad Company** - Lessee

P. O. Box 1592, Pocatello, Idaho 83204 Telephone No. 236-5514
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) June 30, 1960

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
Ground Water tributary to

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

(cfs, gpd, AFA)		(Domestic, Irrigation, Stock, Etc.)		(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity	0.04 cfs	Use	Domestic	Period of Use From 1-1	To 12-31
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To

(4) 0.04 cfs TOTAL QUANTITY USED.
(cfs, gpd, AFA)

(5) A) Point of diversion: (Location of point where water is diverted from its source)
SW ¼ SW ¼, Sec. 6 Twp. 15S Rge. 46E B.M., County of Bear Lake
Additional points of diversion:

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. 6" x 60' deep well with submersible pump and pressure tank.

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
15S	46E	6											X						

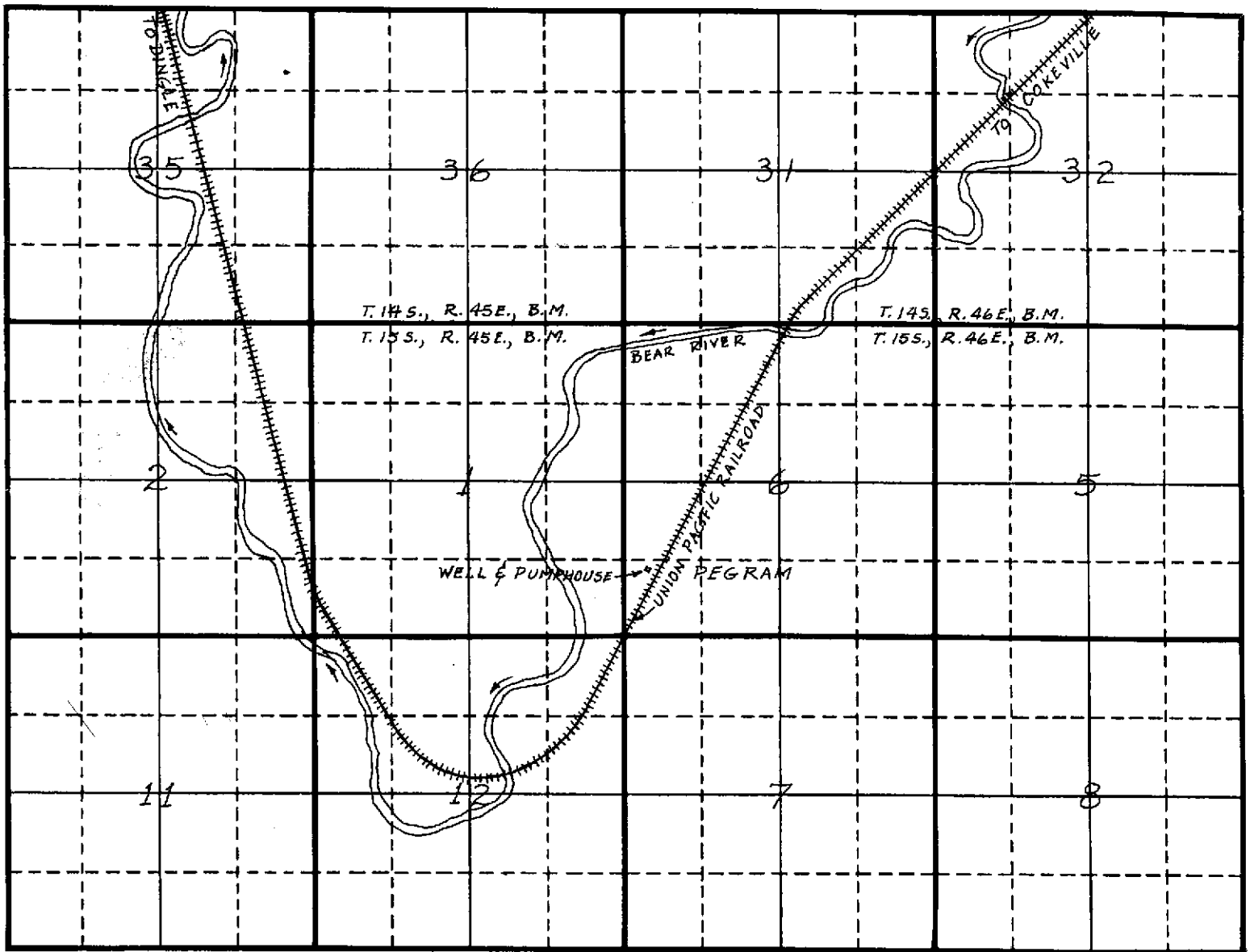
No. of acres

B) If water is used for other than irrigation, fully describe that use, being as specific as possible: Water is used by local maintenance section crew and by traveling maintenance gangs.

NOTE: Include here the type and number of stock watered:

(7) If you are claiming water as a member of an organization, list name of organization: Union Pacific Railroad Company

(8) Remarks _____



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of ~~Idaho~~ Nebraska)
County of Douglas) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 8th day of February, 1983.

Assistant Vice President (Claimant)

Notary Public
Residing at Omaha, Neb.



My commission expires _____

Received by AW Date 2/11/83 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by AWT Date 4-18-83 claimant by: _____
\$20.00 fee received by Cal Date 4-18-83 28059
Published in News Examiner
Dates 4/28 & 5/5/83

SECRET

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Q.D. No. 92114-1

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THIS AGREEMENT, made and entered into this

15th day of April, 1960,
by and between UNION PACIFIC RAILROAD COMPANY, a corporation
of the State of Utah, (hereinafter called "Railroad Company"
party of the first part, and
HARRY A. WILSON, an individual of Burlington, Idaho,
(hereinafter called "Contractor"), party of the second part,
WITNESSETH:

IT IS MUTUALLY AGREED, by and between the parties
hereto, as follows:

(1) CONTRACTOR TO PERFORM SERVICES:

The Contractor agrees to furnish all equipment,
tools, labor, materials, cables, equipment and material (in-
cluding cables, pipe, drive shaft, preparations, etc.), and
all other things necessary and reasonable, and shall a clear
cut well, approximately 60 feet in depth, on the Railroad
Company's property at Pangu, Idaho.

The Contractor agrees to commence work promptly upon
receipt of notice from the Railroad Company to do so, and
such work shall be performed in an expeditious, substantial
and workmanlike manner, to the entire satisfaction and accept-
ance of the Railroad Company.

This agreement shall be effective from and after
the day and year above herein written and shall remain in full
force and effect for a period of one (1) year after com-
pletion of the work, or until the later expiration date,
subject to termination on written notice by either party.
However, this is an oral agreement and shall remain in
effect for a longer period than one year after the above
date hereof.

(2) RAILROAD COMPANY TO PAY:

In consideration for the completion of the work
herein provided, and the satisfaction of all governing, com-
munity and state laws, the Railroad Company hereby agrees
to pay the Contractor the sum of \$100.00 (one hundred dollars),
the whole of which shall be paid to the Contractor at the rate of
\$50.00 (fifty dollars) on the day of completion of the work, and the
balance of \$50.00 (fifty dollars) on the day of the next payment
of the Railroad Company to the Contractor. It is understood that the above
amount shall include all taxes and/or any other duties
which the Contractor may be required by law to collect.

and the Railroad Company hereby agrees to reimburse the Contractor for the amount of said taxes to be required to pay, in addition to the contract price.

(3) RESERVE FUND:

During the performance of the work hereunder, the Contractor shall maintain a reserve fund of \$100,000.00, which shall be paid to the Railroad Company in accordance therewith; PROVIDED, however, that the Railroad Company shall retain a reserve fund of \$100,000.00 of any such amount which shall be held by the Railroad Company as security for the satisfaction of the work hereunder.

Upon completion of the work, the Contractor shall render to the Railroad Company properly certified bills covering all work performed hereunder, accompanied by a statement and satisfactory evidence that the completed work is free and clear of all liens and claims for labor, material and equipment. Payment of all bills shall be made within thirty (30) days after they have been approved by the proper representative of the Railroad Company.

(4) INDEPENDENT CONTRACTOR:

In the performance of the work hereunder the Contractor is an independent contractor, and neither the Contractor, nor the agents or employees of the Contractor engaged in the performance of such work, are or shall be considered as employees of the Railroad Company.

(5) PAYROLL TAXES:

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 also 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.

(6) LIABILITY:

The Contractor agrees to indemnify and save harmless the Railroad Company from and against liability for loss, cost, claims and damages because of injury to or death of persons whatsoever and damage to or destruction of property whatsoever, arising out of or in any way connected with the operations being conducted by the Contractor hereunder; PROVIDED, however, that the Contractor shall not be liable to the Railroad Company where any such injury, death, damage or destruction is occasioned by reason of the sole negligence of the Railroad Company, or by reason of negligent acts of an independent contractor over whom, or other causes over which, the Contractor has no control.

(7) LIENS:

The Contractor shall comply with the laws of the State in which the work is to be performed regarding liens for labor, material and supplies furnished for the work, and shall protect and indemnify the Union Pacific Railroad Company and its laborer, against such liens. The Contractor shall be liable for all claims or liens against the work for labor, material and supplies furnished, and the Railroad Company, whenever it deems it proper or expedient so to do, may sue the laborers or other persons employed by the Contractor, or those who may have furnished material or supplies for the work, out of moneys due the Contractor hereunder, any sums due for labor, materials or supplies furnished in the performance of the work and charge the same to the Contractor as so much paid on this contract.

(8) BOND:

at the expense of the Railroad Company, The Contractor shall, at the time of the execution and delivery of this contract, furnish and deliver to the Railroad Company a good and sufficient bond of indemnity, in the sum of \$100,000.00, in form and substance and with surety thereof satisfactory and acceptable to the Railroad Company, to insure the faithful performance by the Contractor of all the covenants and agreements on the part of the Contractor herein contained.

(9) TRANSPORTATION:

In addition to paying the contract prices hereinbefore specified, the Railroad Company shall bear the cost of transporting all tools, material, supplies and equipment actually required on the work, as well as all of the employees of the Contractor actually required in connection with the work, from the point of origin located on its line of railroad, or the junction point with another railroad, to the point where the work is to be performed, and return to the point of origin, or such junction point on its line of railroad, upon the completion of the work provided for herein.

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 Railroad Company's instructions, employing freight billing only, except as otherwise specifically authorized or directed in writing by the Railroad Company.

WORKMEN'S COMPENSATION, LIABILITY AND PROPERTY DAMAGE INSURANCE:
The Contractor shall procure and keep in effect during the term of this agreement, at its own sole cost and expense, policies of Workmen's Compensation, Liability Insurance, Public Liability and Contractors' Property and Contractors' Contractual Liability and Contractors' Contractual Property Damage Insurance as follows:

(1) Workmen's Compensation and Employers' Liability Insurance:

The Contractor shall cover the entire liability of the Contractor to employees as determined by the laws of the State in which the work is performed. It is understood, however, that such policies will not cover liability of the Contractor in the States of Wyoming, Idaho, Utah and Washington, being so-called "non-political" States with respect to Workmen's Compensation, and in such States the Contractor shall nevertheless and at its own expense, carry such the respective Workmen's Compensation laws.

(2) Contractors' Public Liability and Property Damage Insurance and Contractors' Contractual Liability and Contractors' Contractual Property Damage Insurance:

The Contractor shall provide minimum limits as follows:

- (a) under Contractors' Public Liability Insurance, of \$100,000.00 for any one person and, subject to the same limit per person, \$100,000.00 for any one occurrence; such insurance to protect the Contractor against claims for injuries to or death of persons, arising out of the work to be performed under this contract;
- (b) under Contractors' Property Damage Insurance, of \$25,000.00 for any one accident, and subject to the same limit per accident, \$100,000.00 aggregate during an annual period;
- (c) under Contractors' Contractual Liability Insurance, of \$25,000.00 for any one person and, subject to the same limit per person, \$25,000.00 for any one occurrence; and
- (d) under Contractors' Contractual Property Damage Insurance, of \$25,000.00 for any one accident; and, subject to the same limit per accident, \$25,000.00 aggregate during an annual period;

The insurance under items (a) and (d) above to insure the liability assumed by the Contractor under the indemnifying provisions of this agreement on account of injuries to or death of persons or damage to property.

... reserves the right to terminate this contract by giving to the Contractor written notice of termination as to do.

(12) SUCCESSIONS AND ASSIGNS:

The obligations of the Contractor herein contained shall be binding upon the Contractor, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in duplicate as of the day and month first written.

Contractor

Government

Contractor

Government

Contractor

Government

Contractor

Government

WESTERN SURETY COMPANY

Capital and Surplus \$1,000,000
Assets \$1,000,000

Guaranty Policy No. _____

Form No. 2-205-02

_____ State of _____

I, _____, do hereby certify that the within and duly sworn to by _____

_____ is the true and correct copy of the _____

_____ of _____

_____ of _____

_____ of _____

_____ of _____

_____ of _____

_____ of _____

_____ of _____

Butt

Butt

WESTERN SURETY COMPANY

State of CALIFORNIA

County of SANTA CLARA

I, _____, do hereby certify that the within and duly sworn to by _____

_____ is the true and correct copy of the _____

_____ of _____

_____ of _____

_____ of _____

_____ of _____

O. McKee

2 1983
2270

AFFIDAVIT OF PUBLICATION

JUN 3 1983

E OF IDAHO,
y of Bear Lake

ss.

Maie B. Dye

being duly sworn,

es and says:

at he is the Publisher of THE
S-EXAMINER, a weekly newspaper published at Mont-
pelier, in the County of Bear Lake and State of Idaho; and
said paper has been and is in general circulation in the
vicinity aforesaid, and in the vicinity of Montpelier; that the
advertisement, a copy of which is attached hereto, was pub-
lished in said newspaper once a week for 2 con-
secutive weeks in the regular and entire issue of said paper
during the period and time of publication, and was published
in said newspaper proper and not a supplement; that said
advertisement has been established and regularly published for more
than seventy-eight consecutive weeks prior to the date of
publication of said advertisement.

Such notice was published in the issue beginning with

April 28, 1983, and ending

the issue of May 5, 1983.

Maie B. Dye
55

described and sworn to before me this 10 day

May, 1983.
Karla Janina

Notary Public, Residing at Montpelier, Idaho

Commission Expires November, 1985.

LEGAL NO. 2270 NOTICE OF CLAIMS TO WATER RIGHTS

The following claim(s) have been filed on
water right(s) created by diversion and
beneficial use:

11-4236
HARDCASTLE, A. LEON &/ or ALICE B.
BERN, ID 83220
Source: UNNAMED STREAM trib. to
SINKS
Priority Date: 06/23/1922
Diversion Pt: NWSW SESW SWSE Sec 14 T
12S R 43E
Use: STOCKWATER (0.04 CFS)
In: NWSW SESW SWSE Sec 14 T 12S R 43E

11-4235
HARDCASTLE, A. LEON &/ or ALICE B.
BERN, ID 83220
Source: SHEEP CORRAL CREEK trib. to
BEAR RIVER
Priority Date: 12/01/1904
Diversion Pt: SWSW SESW SWSE Sec 24 T
12S R 43E
Use: STOCKWATER (0.04 CFS)
In: SWSW SESW SWSE Sec 24 T 12S R 43E

11-4234
HARDCASTLE, A. LEON &/ or ALICE B.
BERN, ID 83220
Source: SEGAS SPRINGS trib. to OVID
CREEK
Priority Date: 01/23/1922
Diversion Pt: NWSW Sec 27 T 12S R 43E
Use: STOCKWATER (0.07 CFS)
In: NWSW Sec 27 T 12S R 43E

11-4223
HARDCASTLE, A. LEON &/ or ALICE B.
BERN, ID 83220
Source: GROUNDWATER
Priority Date: 08/15/1935
Diversion Pt: NESE Sec 25 T 12S R 43E
Use: STOCKWATER (0.05 CFS)
In: NESE Sec 25 T 12S R 43E

11-4232
HARDCASTLE, A. LEON &/ or ALICE B.
BERN, ID 83220
Source: SPRING trib. to BEAR RIVER
Priority Date: 12/07/1887
Diversion Pt: NESE Sec 26 T 12S R 43E
Use: IRRIGATION (2.00 CFS)
STOCKWATER (0.16 CFS)
In: SWSW Sec 24 T 12S R 43E NWNW
SWNW NESW NWSW SESW NWSE SWSE
Sec 25 T 12S R 43E NENE SENE NESE Sec
26 T 12S R 43E SESE Sec 23 T 12S R 43E
FOR 217 ACRES.

11-4228
OREGON SHORT LINE RAILROAD CO.
UNION PACIFIC RAILROAD CO.
P.O. BOX 1592, POCATELLO, ID 83204
Source: MONTPELIER CREEK trib. to
BEAR RIVER
Priority Date: 03/01/1897
Diversion Pt: SWSW Sec 33 T 12S R 44E
Use: COMMERCIAL (0.05 CFS)
In: SWSW Sec 33 T 12S R 44E

11-4230
OREGON SHORT LINE RAILROAD CO.
UNION PACIFIC RAILROAD CO.
P.O. BOX 1592, POCATELLO, ID 83204
Source: GROUNDWATER
Priority Date: 06/30/1960
Diversion Pt: SWSW Sec 06 T 15S R 46E
Use: DOMESTIC (0.04 CFS)
In: SWSW Sec 06 T 15S R 46E

Exceptions to a claim may be filed with the
Director, Dept. of Water Resources, 150
Shoup Ave., Suite 15, Idaho Falls, Idaho
83402.

KEN DUNN, DIR.

4-28, 3-
88 LINE

MICROFILMED

WRR100
11-4230

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHTS PROOF READING REPORT

PAGE 1
16-DEC-1985 10:39:24

01 WATER RIGHT NUMBER - 11-4230 02 OLD (D) NUMBER -

LAST NAME
03001 - OREGON SHORT LINE RAILROAD CO. ✓
03002 - UNION PACIFIC RAILROAD CO. —

FIRST NAME
04001 -
04002 -

ORIG. OWNER
05001 - C ✓
05002 - D —

06 ADD LINE 1 - P.O. BOX 1592 —

07 ADD LINE 2 -

08 ADD LINE 3 -

09 CITY - POCA TELLO ✓

10 STATE - ID 11 ZIP - 83204

12 STAGE - S STATUTORY CLAIM ✓

13 STATUS -

SOURCE
14001 - GROUNDWATER ✓

15001 - TRIBUTARY OF

16 DIVERSION MEANS - WELL, PUMP & TANK —

17 COUNTY - 07 BEAR LAKE

18 DIVERSION CAPACITY - .000

19 TOTAL DIVERSION RATE - .040 —

20 TOTAL DIVERSION VOLUME - .00

21 WATER DISTRICT -

----- DIVERSION POINTS -----													
TRACT	SEC	TWN	RNG	LOT	RFLG	S T R E A M I N D E X F I E L D S							
22001 - SWSW	23001 - 06	24001 - 15S	25001 - 46E	26001 - 27001 -	28001 - 0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

29 NON-IRRIGATION USE -

----- PLACE OF USE -----						
USE CODE / USE	TWN	RNG	SEC	TRACT	ACRES	LOT
30001 - 43 DOMESTIC ✓	31001 - 15S	32001 - 46E	33001 - 06	34001 - SWSW	35001 -	36001 -
						TOTAL ACRES: 0

----- WATER USE -----				
PERIOD FROM	PERIOD TO	USE CODE / USE	DIVERSION RATE	DIVERSION VOLUME
37001 - 0101 —	38001 - 1231 ✓	39001 - 43 DOMESTIC ✓	40001 - 0.040 ✓	41001 - 0.00

42 DECREE PLAINTIFF NAME -

43 DECREE DEFENDANT NAME -

REMARKS
44001 -

APPROVAL CONDITIONS: 45001 -

46 OTHER RIGHTS FOR SAME USE -

----- D A T E S -----		----- D A T E S -----		----- F L A G S -----	
47 PRIORITY	30-JUN-1960 ✓	55 LICENSE	—	63 TRANSFER/AMENDED	—
48 PROOF DUE	—	56 APPL RECEIVED	—	64 DLE/CAREY ACT	—
49 PROOF MADE	—	57 FIELD EXAM MADE	—	65 FLAG_1	—
50 APPROVE/DENIED	—	58 DECREE	—	66 FLAG_2	—
51 PROTESTED	—	59 START WORK	—	67 FLAG_3	—
52 HEARING	—	60 ORDER SHOW CAUSE	—		
53 VERIFIED	—	61 DATE_1	—		

WRR100
11-4230

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHTS PROOF READING REPORT

PAGE 2
16-DEC-1985 10:39:24

----- D A T E S ----- D A T E S ----- F L A G S -----

54 LAST UPDATE - 25-APR-1983

62 DATE_2 -

98/11/16
VERIFIED JKN

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

150 Shoup Ave., Suite 15
Idaho Falls, Idaho 83402
(208) 525-7161

MAY 16, 1983

OREGON SHORT LINE RAILROAD CO.
UNION PACIFIC RAILROAD CO.
P.O. BOX 1592
POCATELLO ID 83204

RE: Claim No. 11-4230

Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-243 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Yours truly,

RONALD D. CARLSON
Eastern Region Supervisor

Enclosure

MICROFILMED



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN REGION

John V. Evans
Governor

150 Shoup
Idaho Falls, Idaho 83401
(208) 525-7161

A. Kenneth Dunn
Director

May 18, 1983

RE: Claim to a Water Right No. 11-4228 OREGON & UNION PACIFIC
11-4230 "
11-4232 HARDCASTLE
11-4233 "
11-4234 "
11-4235 "
11-4236 "

News-Examiner
P.O. Box 278
Montpelier, ID 83254

Gentlemen:

Would you please submit an affidavit of publication and certified bill in connection with the above referenced application(s). The legal notice was to have been published in your paper on April 28 and May 5, 1983.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

COLLEEN WRAY
Adm. Secretary

RECEIVED

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: Steve McCormick

Right Number 11 4230

Applicant Union Pacific

NOTE: IF ANY OF THE ITEMS BELOW ARE MISSING, THE CLAIM IS INCOMPLETE AND MUST BE RETURNED IMMEDIATELY TO THE CLAIMANT ALONG WITH THE APPROPRIATE COVER LETTER.

CHECK:

- ☒ Name and address.
- ☒ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☒ Source.
- ☒ Quantity, use, period. (*too low!*)
- ☒ Point(s) of diversion. (*Should be SW 1/4 SW 1/4 Sec 6, T. 15S, R. 4E*)
- ☒ Location of use.
- ☒ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received.
- ☒ Claim published correctly.
- ☐ Exceptions processed.

By Ernest Carlson

Date June 10, 1983

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By KC

Date 6/16/83

May 16, 1983

RECEIVED

JUN 16 1983

Department of Water Resources

MICROFILMED

IDENT. NO. 11 4230

I D A H O D E P A R T M E N T O F W A T E R R E S O U R C E S

WATER RIGHT DATA ENTRY LOG

[illegible]

11-4230

OREGON SHORT LINE RAILROAD CO.
UNION PACIFIC RAILROAD CO.

P.O. BOX 1592, POCA TELLO, ID 83204

Source: GROUNDWATER

Priority Date: 06/30/1960

Diversion Pt: SWSW Sec 06 T 15S R 46E

Use: DOMESTIC (0.04 CFS)

In: SWSW Sec 06 T 15S R 46E

11-4230
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UNION PACIFIC RAILROAD CO.
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Exceptions to a claim may be filed with the
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Shoup Ave., Suite 15, Idaho Falls, Idaho
83402.
KEN DUNN, DIR.

4-28, 5-3
88 LINES