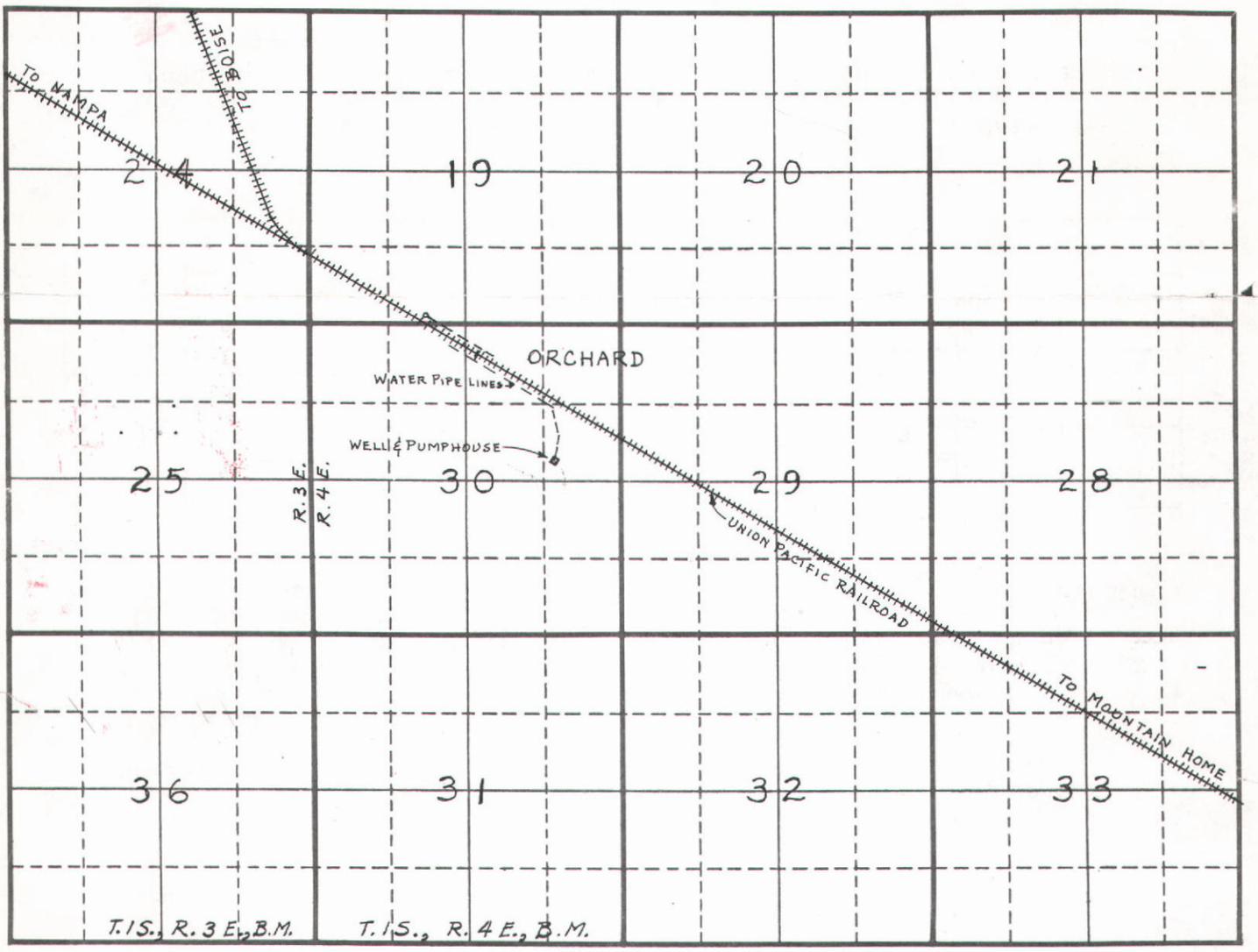
(8) Remarks _____



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)
) ss.
County of Douglas)

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.

UNION PACIFIC RAILROAD COMPANY

T P Rogan

Assistant Vice President (Claimant)

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

A A Holdorf

Notary Public

Residing at Omaha Neb.

GENERAL NOTARY-State of Nebraska
A. A. HOLDORF
My Comm. Exp. Mar. 24, 1985

My commission expires _____

4-19-83

4-14-83 FOR DEPARTMENT USE ONLY

Received by CW	Date 2-10-83	Exception filed by:	Fowarded to claimant by:	Date	
Prelim. check by KWT	Date 4-18-83				
$20.00 fee received by CW	Date 4-18-83 #28059				
Published in The Idaho Statesman					
Dates 4/28 & 5/5/83					

INDEMNITY 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

(s) A. A. Durand

(s) Paul A. Durand

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

Witness:

- - -

Attest:

Jim Henry (Sgd) (Seal)

Idaho Res. Agent

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

UNION 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 placing seal 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 pipe 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.

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signed

(10) Upon receipt of "Order on Contractor" by the Railroad Company's Engineer, the Contractor agrees to furnish additional well casing at the following schedule of prices:

20 inch O.D. 3/8 inch wall	[illegible]	[illegible] per ft.
16 inch plain end 3/8 inch wall	[illegible]	[illegible] per ft.
12 inch standard threaded and coupled	C	3.50 per ft.
10 inch standard threaded and coupled	C	2.35 per ft.

THE RAILROAD COMPANY TO FURNISH:

(1) The Railroad Company will furnish transportation 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 pumping equipment which may be required for the permanent installation, and will furnish materials and install pipe line connecting well and storage tank.

(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) Property 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 15-1/2 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:

Fort Worth Oil Field Boulder.

DRILLING METHODS:

Drill well for 20 inch casing to extend about 40 feet from the ground surface, or to a point where casing of this diameter can be seated in a satisfactory manner. Drill below the 20 inch casing with tools large enough to permit placing 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 seated in a satisfactory manner. Thereafter drill with largest size bit which will go through the 15-1/2 inch casing and drill with said bit to the greatest possible depth with an open hole until sluffing of formations requires the installation of 12 inch casing. To assist in preventing of sluffing hole to be muddied up and thereafter the 12 inch casing installed and a 12 inch bit used in drilling the well to the greatest possible depth. In case there is much sluffing or caving during the drilling progress, then well to be reduced in size and 10 inch casing installed and carried to the greatest possible depth or until the required depth of well is reached.

Each string of casing to be carried to its greatest possible natural depth without damage.

In the event the engineer elects to enlarge the diameter of the wells by [illegible] beyond their natural depth where they may be seated and driven 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 cemented 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 Railroad 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 85.67 pounds per lineal foot, with .409 inch wall thickness. The 15-1/2 inch casing shall weigh 50.63 pounds per lineal foot with .302 inch wall thickness. The 12 inch standard

pipe shall weigh 50.7 pounds per lineal foot including couplings with .375 inches wall thickness. The material for casing including couplings for the 12 inch casing will be furnished by the Railroad Company F.O.B. [illegible] nearest available siding track at Orchard and shall be unloaded and installed in the well by the Contractor. The well casing shall finish 6 inches above the pump house floor.

If it is necessary account of formations encountered to reduce the size of casing then the well to be reduced and cased with 10 inch casing carried to bottom of well or to greatest possible depth before 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 description of method to be used and obtain approval from the Engineer before undertaking the work.

PERFORATIONS:

All perforations to be made at locations to be 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 1/2 inch, of the louver-type made with a hydraulic casing perforator tool. Rows 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 take is to be indicated for each sample taken. After well drilling is finished, complete log of well shall be furnished.

TESTING:

The Contractor shall clean and sand pump the well and furnish and install a pump for making a 10 hr. test of the well. Pump to be 500 gallon per minute turbine pump for draw down of 200 feet. If test is not completed in 10 hour period, test to be continued on basis of an hourly rental rate for the pump. The Engineer to determine if pumping test shall be continued beyond the 10 hour period. In case an artesian flow of sufficient capacity is obtained, then the pumping test will not be necessary and in this case no money shall be paid to Contractor furnishing test pump.

GUARANTEE:

The Contractor guarantees to sink the well in a good workmanlike manner; that well will be plumb, and be free from mechanical defects for a period of one year from date of completion and acceptance by the Railroad Company.

INFORMATION CONCERNING QUANTITIES:

All information herein furnished with respect to quantities is approximate only and the Railroad Company shall have 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.

INSPECTION:

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

CLEANING UP:

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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57802 CONTRACT DEPARTMENT OFFICE COPY

Drilling 12-inch Water Well at Orchard, Idaho. Cont.Dept.No. 27676

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.

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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..... $5,600.00

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..... $13.00 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.

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Const.

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 employes 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, Idaho.**

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, Idaho,** and return from **Orchard, Idaho,** 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

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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 employes 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 employes 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 employes 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 employes of such subcontractors shall be considered as employes of the Contractor. Any employe shall be removed from the work by the Contractor at any time on request of

the Engineer for incompetency, neglect of duty or misconduct, or whenever such employe shall not be acceptable to the Engineer; and the Contractor expressly covenants and agrees to protect and save harmless the Railroad Company from any expense, claims or damages whatsoever, which may arise from so dismissing any employe or employes, 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 remedied 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

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 shall not 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 if, 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

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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

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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 delays 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.

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Section 16. RIGHT TO STOP WORK.

It is hereby mutually covenanted and agreed that whenever, in the opinion of the Railroad Company, it shall be necessary or expedient to stop the work or any portion thereof, or that 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 employes 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 whatsoever 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

RREnl.

Contractor shall furnish satisfactory evidence to the Railroad Company that the work is free and clear from all liens for labor, workmanship, material and/or supplies and that no claim then exists 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 employes 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 15. CONTRACTOR'S LIABILITY AND INSURANCE.

All injury to the work from fires, 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. CONTRACT MADE ON CONTRACTOR'S OWN KNOWLEDGE.

It is distinctly understood and declared by the Contractor that this contract is made for the consideration herein named, solely on information derived from others than the Railroad Company, its officers, agents or employes, and that the plans and specifications governing the work are subject to change and alteration as herein provided. Any alteration from said plans and specifications will be considered as an alteration and shall be determined as provided in Section 9 hereof.

Const.
Part.
RRSpl.

Section 21. DAMAGES.

The Contractor shall be subject to and operate under all applicable federal enactments and those of the state in which the work is performed, regarding Employer's Liability, Workmen's Compensation and Workmen's Insurance and expressly covenants and agrees that the Contractor's employes engaged on the work hereunder are not and shall not be treated or considered as the servants and employes of the Railroad Company, it being the intention of the parties hereto that the Contractor shall be and remain an independent contractor and that nothing herein contained shall be construed inconsistent with that status. The Contractor hereby 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 whatsoever, due to the existence of such enactments, and of any and all claims, costs and expenses in connection therewith, under any claim of subrogation provided for by said enactments or otherwise.

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 employes 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 employes, 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 employes, 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 employes, 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.

[redacted]

[redacted]

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 tracks 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.

CANCELLED

Const.
"G"

Section 21½. 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 employes 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 employes 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 employes, as determined by the Compensation Laws of the State of Idaho.

(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, $50,000.00 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 employes, arising out of the work to be performed under this contract.

Const.
"G"

Const.
"G"

(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 $50,000.00 for any one accident, and, subject to the same limit per accident, $50,000.00 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 teams, 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 of 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.
"G"

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 employes, the officers, agents, employes 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.

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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 employes 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 employes 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:

(s) C. W. Wentz

UNION PACIFIC RAILROAD COMPANY,

By (s) E. J. Connors
Vice President

Witness:

(s) C. F. Dement

(s) Ida Berenson

A. A. DURAND & SON,

By (s) A. A. Durand
Partner

By (s) Paul A. Durand
Partner

Approved:
(s) B. H. Prater, Chief Engineer

Approved as to form and execution:
(s) F. J. Mella, General Attorney

Copy

RECEIVED
JAN 28 1946
CHIEF ENGINEER
UNION PACIFIC
RAILROAD

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

R. A. C. JAN 29 1946

JAN 29 1946

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CD 27878

UNION PACIFIC R.R. Co.
ORCHARD IDAHO

LOCATION OF NEW WELL

Office of Chief Engineer - Omaha
Scale 1"=400' - Aug. 27, 1943

NOTICE OF CLAIMS TO WATER RIGHTS

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

61-4074
OREGON SHORT LINE RAILROAD CO.
UNION PACIFIC RAILROAD CO., LESSEE
P.O. BOX 1592, POCATELLO, ID 83204
Source: GROUNDWATER
Priority Date: 09/01/1945
Diversion Point: SENE Sec 30 T 01S R 04E
Use: DOMESTIC (0.18 CFS)
In: NWNE NENW Sec 30 T 01S R 04E SESW Sec 19 T 01S R 04E

63-4975
PINKSTON, JOHN R.
GAMBLE, ROBERT L.
990 W. CHINDEN
MERIDIAN, ID 83642
Source: WASTE WATER trib. to NORTH SLOUGH NO. TWO DITCH
Priority Date: 03/15/1902
Diversion Point: SENE Sec 30 T 04N R 01E SESE Sec 24 T 04N R 01W
Use: IRRIGATION (3.00 CFS)
In: NWSW SESW SWSE Sec 24 T 04N R 01W FOR 69 ACRES

63-4976
CODE, CLIFFORD &/or WILHELMINA
P.O. BOX 157, STAR, ID 83669
Source: GROUNDWATER
Priority Date: 04/01/1958
Diversion Point: NENE Sec 18 T 04N R 01W
Use: IRRIGATION (0.15 CFS)
DOMESTIC (0.04 CFS)
In: NENE Sec 18 T 04N R 01W FOR 5 ACRES

63-4979
RAMBO, GRACE A.
6280 N. BLACKCAT RD.
MERIDIAN, ID 83642
Source: WASTE WATER trib. to BOISE RIVER
Priority Date: 03/15/1908
Diversion Point: NENW Sec 27 T 04N R 01W
Use: IRRIGATION (0.80 CFS)
In: NENW NWNW Sec 27 T 04N R 01W FOR 40 ACRES

63-4980
WEISSHAUPT, HELEN
BRUSHER, MARGARET
5005 BROOKSIDE LN.
BOISE, ID 83703
Source: SPRING CREEK trib. to DRY CREEK
Priority Date: 03/01/1897
Diversion Point: SWSE Sec 26 T 05N R 01E
Use: IRRIGATION (0.62 CFS)
In: NENW NWNW Sec 35 T 05N R 01E FOR 31 ACRES

63-4981
WEISSHAUPT, HELEN
BRUSHER, MARGARET
5005 BROOKSIDE LN.
BOISE, ID 83703
Source: DRY CREEK trib. to BOISE RIVER
Priority Date: 03/01/1926
Diversion Point: NWNE Sec 35 T 05N R 01E
Use: IRRIGATION (1.37 CFS)
In: NENW NWNW SWNW SENW Sec 35 T 05N R 01E FOR 69 ACRES

63-4982
WEISSHAUPT, HELEN
BRUSHER, MARGARET
5005 BROOKSIDE LN.
BOISE, ID 83703
Source: DRY CREEK trib. to BOISE RIVER
Priority Date: 03/01/1897
Diversion Point: NWNE Sec 35 T 05N R 01E
Use: IRRIGATION (0.45 CFS)
In: SWNW SENW NESW NWSW Sec 35 T 05N R 01E FOR 24 ACRES

63-4983
MC BIRNEY, ROBERT
9138 COVEY HILL CT.
BOISE, ID 83709
Source: GROUNDWATER
Priority Date: 12/01/1942
Diversion Point: SESW Sec 31 T 04N R 01E
Use: IRRIGATION (0.80 CFS)
In: NESW LOT 03 (NWSW) LOT 04 (SWSW) SESW Sec 31 T 04N R 01E FOR 70 ACRES

63-4984
DECKER, JR., RANDALL E.
P.O. BOX 491, MERIDIAN, ID 83642
Source: GROUNDWATER
Priority Date: 07/01/1952
Diversion Point: NWNW Sec 07 T 03N R 02E
Use: IRRIGATION (0.06 CFS)
In: NWNW Sec 07 T 03N R 02E FOR 2 ACRES

63-4986
CODE, CLIFFORD &/or WILHELMINA
P.O. BOX 157, STAR, ID 83669
Source: GROUNDWATER
Priority Date: 01/01/1921
Diversion Point: SESE Sec 07 T 04N R 01W
Use: IRRIGATION (0.09 CFS)
DOMESTIC (0.04 CFS)
In: SESE Sec 07 T 04N R 01W FOR 3 ACRES

63-4988
DONOHO, JESS
POLE CAT GULCH RD.
BOISE, ID 83703
Source: SPRING trib. to POLE CAT GULCH
Priority Date: 07/01/1925
Diversion Point: SWSW Sec 16 T 04N R 02E
Use: IRRIGATION (0.30 CFS)
DOMESTIC (0.04 CFS)
In: NWNW Sec 21 T 04N R 02E FOR 15 ACRES

63-4989
DECKER PROPERTIES, LTD.
P.O. BOX 491, MERIDIAN, ID 83642
Source: GROUNDWATER
Priority Date: 07/01/1950
Diversion Point: NWNE Sec 07 T 03N R 02E
Use: DOMESTIC (0.19 CFS)
In: NWNE Sec 07 T 03N R 02E

63-4991
DECKER PROPERTIES, LTD.
P.O. BOX 491, MERIDIAN, ID 83642
Source: GROUNDWATER
Priority Date: 07/01/1961
Diversion Point: NESE Sec 35 T 04N R 01E
Use: DOMESTIC (0.19 CFS)
In: NESE Sec 35 T 04N R 01E

63-4993
CHURCH OF JESUS CHRIST LATTER DAY SAINTS
PRESIDING BISHOPRIC
50 E. N. TEMPLE ST.
SALT LAKE CITY, UT 84150
Source: GROUNDWATER
Priority Date: 04/01/1961
Diversion Point: NWSE Sec 19 T 04N R 02E
Use: DOMESTIC (0.46 CFS)
In: NWSE Sec 19 T 04N R 02E

63-4994
CHURCH OF JESUS CHRIST LATTER DAY SAINTS
PRESIDING BISHOPRIC
50 E. N. TEMPLE ST.
SALT LAKE CITY, UT 84150
Source: GROUNDWATER
Priority Date: 05/01/1951
Diversion Point: SWSE Sec 28 T 04N R 02E
Use: DOMESTIC (0.01 CFS)
In: SWSE Sec 28 T 04N R 02E

63-4995
SMILEY, J. J.
7827 FAIRVIEW AVE.
BOISE, ID 83704
Source: GROUNDWATER
Priority Date: 07/01/1933
Diversion Point: NWNE Sec 12 T 03N R 01E
Use: COMMERCIAL (0.04 CFS)
In: NWNE Sec 12 T 03N R 01E

63-4996
EAMES, GLADYS
9495 W. CHINDEN
MERIDIAN, ID 83642
Source: GROUNDWATER
Priority Date: 01/01/1920
Diversion Point: NWNW Sec 30 T 04N R 01W
Use: IRRIGATION (0.02 CFS)
DOMESTIC (0.04 CFS)
In: NWNW Sec 30 T 04N R 01W FOR 1 ACRE

63-4997
DECKER, JR., RANDALL E.
P.O. BOX 491, MERIDIAN, ID 83642
Source: GROUNDWATER
Priority Date: 07/01/1952
Diversion Point: NWNE Sec 07 T 03N R 02E
Use: DOMESTIC (0.16 CFS)
In: NWNE Sec 07 T 03N R 02E

63-4998
SAMPLE, DAN A.
RT. 1, STAR, ID 83669
Source: MIDDLETON DRAIN DITCH trib. to BOISE RIVER
Priority Date: 01/01/1951
Diversion Point: SWSE SESW Sec 07 T 04N R 01W
Use: IRRIGATION (0.88 CFS)
STOCKWATER (0.05 CFS)
In: SESW SWSE SESW Sec 07 T 04N R 01W FOR 26 ACRES

63-4999
GUILES, BURTON L. &/or ISABEL
3960 HOLCOMB RD., BOISE, ID 83706
Source: GROUNDWATER
Priority Date: 03/15/1927
Diversion Point: LOT 02 (NWSW) Sec 30 T 03N R 03E
Use: IRRIGATION (0.32 CFS)
In: LOT 02 (NWSW) Sec 30 T 03N R 03E FOR 16 ACRES

Exceptions to a claim may be filed with the Director, Dept. of Water Resources, Western Region, Statehouse, Boise, Idaho 83720.

A. KENNETH DUNN
Director

Pub. April 28, May 5, 1983 309

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

Susan K. Mayer, being duly sworn, deposes and says: That she is the Principal Clerk of The Idaho Statesman, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto; that said notice was published in the regular edition of The Idaho Statesman for two insertions, beginning with the issue of April 28, 1983, and ending with the issue of May 5, 1983.

Susan K. Mayer

Subscribed and sworn to before me this 5th day of May, 1983.

Dorothy Eggers
Notary Public for Idaho, Residing at Boise, Idaho

MICROFILMED

RECEIVED
MAY 9 1983
Department of Water Resources
Western Regional Office

Orchard

Form No. 243
7/7

Claim No. 61-4074

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
(Name of Claimant)

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) September 1, 1945

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	0.18 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) 0.18 cfs TOTAL QUANTITY USED.
(cfs, gpd, AFA)

(5) A) Point of diversion. (Location of point where water is diverted from its source)
SE ¼ NE ¼, Sec. 30 Twp. 1 S. Rge. 4 E., B.M., County of Ada
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. 10" x 729' deep well with a 20 HP submersible pump with approximately 3800' of 6" CIP pipe line to section facilities. Changed from steam locomotive use to domestic use in 1954.

(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	
1 S.	4 E.	30		X			X												
1 S.	4 E.	19												X					

No. of acres _____

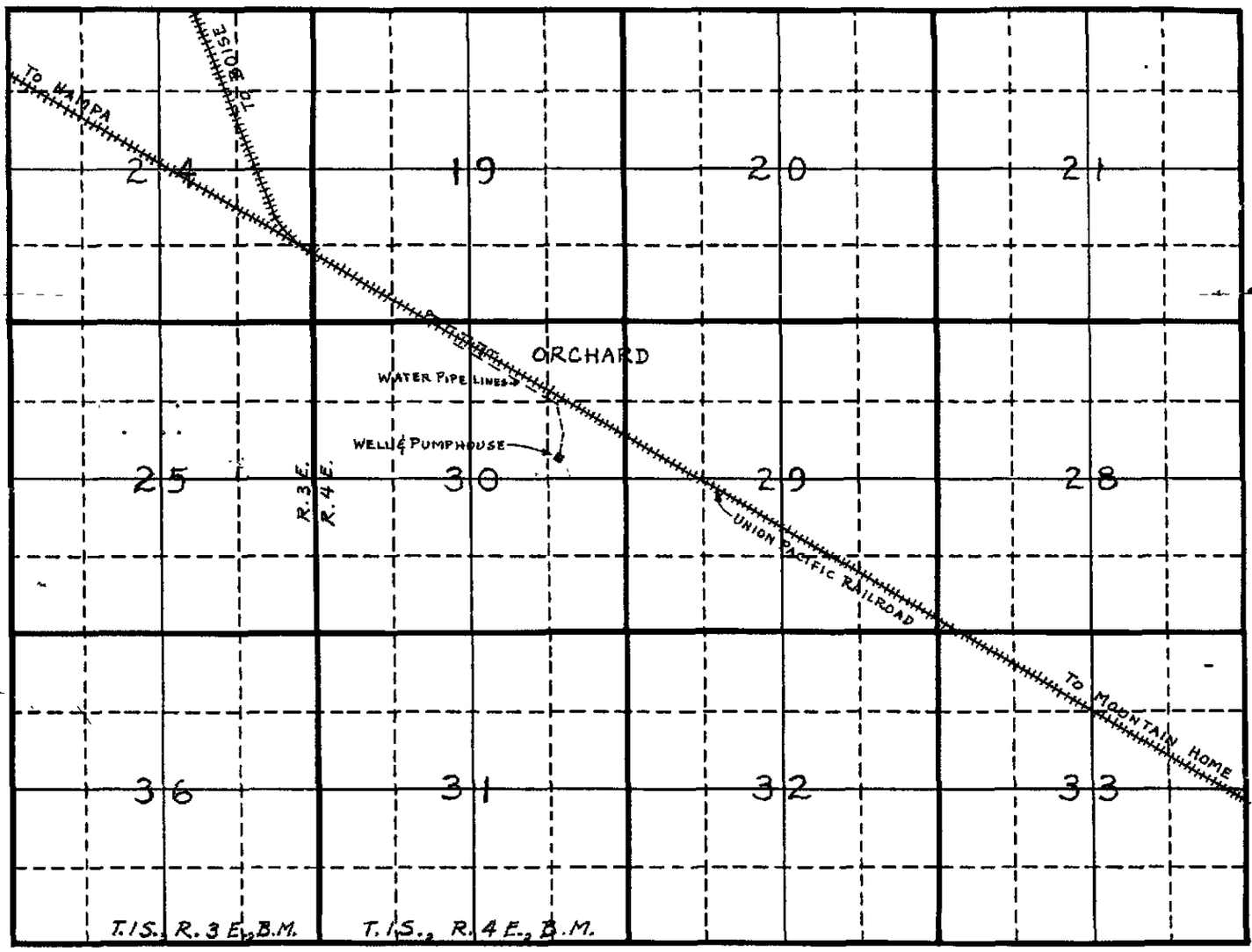
B) If water is used for other than irrigation, fully describe that use, being as specific as possible: Water is furnished to railroad company houses, maintenance section crew, traveling maintenance crews and to one individual by an agreement.

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

MICROFILMED

(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)
) ss.
County of Douglas)

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.

UNION PACIFIC RAILROAD COMPANY

T. P. Logan

Assistant Vice President (claimant)

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

A A Holdorf

Notary Public

Residing at Omaha Neb.

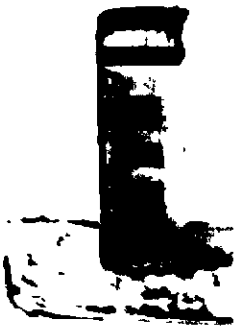
GENERAL NOTARY-State of Nebraska
A. A. HOLDORF
My Comm. Exp. Mar. 24, 1985

My commission expires _____

4-19-93

4-14-83 FOR DEPARTMENT USE ONLY

Received by CW	Date 4-10-83	Exception filed by:	Fowarded to claimant by:	Date	
Prelim. check by MWT	Date 4-18-83				
$20.00 fee received by CW	Date 4-18-83 #25059				
Published in the Idaho Statesman					
Dates 4/28 & 5/5/83					



[illegible] BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we, A. A. [illegible] and PAUL [illegible], 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, Lessee 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 is full force and effect.

Witness:

(s) C. F. Dement

(s) Ida Berenson

(s) A. A. Durand

(s) Paul A. Durand
Partners doing business under the firm name of "A. A. Durand & Son" Principals

Witness:

- - -

Attest.

Jim Neary (Seal)
Idaho Res. Agent

UNITED PACIFIC INS. CO.

By (s) Jim Neary
Its Attorney-In-Fact
Surety

Approved as to financial responsibility of surety:

(s) Scott Lord, Asst. Treasurer

UNION 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 placing seal 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 pipe 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 10-1/2 inch and 12 inch casing.

(xx) [illegible] signed
Railroad Company's Engineer, the Co[illegible] approved
additional [illegible]

20 inch O.D. 3/8 inch [illegible]
16 inch plain end 3/8 [illegible]
12 inch standard threaded and coupled [illegible]
10 inch standard threaded and coupled [illegible] per lin. ft.

THE RAILROAD COMPANY TO FURNISH:

(1) [illegible] or Supervisor 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 equipment which may be required for the permanent installation, and will furnish materials and install pipe line connecting well [illegible] storage tanks.

(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) Property 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 slough 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:

diameter [illegible] the [illegible] 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 [illegible] and drill with grab bit to the greatest possible depth with an open hole until slight [illegible] under the installation of 12 inch casing [illegible] 12 inch bit until [illegible] drilling progress [illegible] 15 inch casing [illegible]

[illegible] of casing to be carried to its greatest [illegible]

[illegible] engineer elects to enlarge the diameter [illegible] beyond their original [illegible] be seated and driven without injury to the casing, then such extra work to be covered by "Order of Contractor" at prices to be agreed upon.

CEMENTING:

In the event formations are encountered that sluff and may be cemented off to continue the drilling of the same size hole without having to run casing, the Contractor will do the work of cleaning and drill out the cement. The Railroad 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 size from top of well to bottom of well. The 20 inch drive pipe shall weigh 85.87 pounds per lineal foot, with .409 inch wall thickness. The 15-1/2 inch casing shall weigh 80.65 pounds per lineal foot with .302 inch wall thickness. The 12 inch standard

pipe shall weigh 90.7 pounds per lineal foot including couplings with [illegible] including couplings for the 12 inch casing will be furnished by the Railroad Company [illegible] track at Orchard and [illegible] by the Contractor. [illegible] the pump house floor.

If it is necessary account of formations encountered to reduce the size of casing, then [illegible] and casing [illegible] the smallest possible depth before [illegible] reducing the size of casing.

SEALING OF CASING:

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

PERFORATIONS:

[illegible] 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 1/2 inch, of the louver-type made with a hydraulic casing perforator tool. Rows of perforations to be evenly spaced and log furnished showing number and their location.

PRINTS ATTACHED:

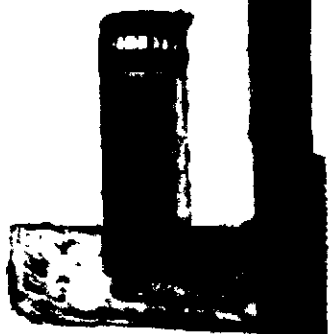
The print attached shows location of existing wells. The new well will be located 500 feet to 1000 feet from existing wells. The exact location will be determined by the Railroad Company before the Contractor is ready to start drilling.

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 take is to be indicated for each sample taken. After well drilling is finished, complete log of well shall be furnished.



SCOPE:

The Contractor shall clean and grad pump the well and furnish and [illegible] Pump to be [illegible] 200 feet. [illegible] be continued on an hourly rental rate for the pump. The [illegible] beyond the 10 hour period. In case an artesian flow of sufficient capacity is obtained, then the pumping test will not be necessary and [illegible] test pump.

GUARANTEE:

The Contractor [illegible] mechanical defects for a period of one year from date of completion and acceptance by the Railroad Company.

INFORMATION CONCERNING QUANTITIES:

[illegible] quantities is approximate only and the Railroad Company shall have the right to make such changes in the amount, dimensions and character of the work as may be deemed by the interests of the Railroad Company may require, and such changes shall not constitute a claim for damages or anticipated profits on the work so increased or diminished.

INSPECTION:

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

CLEANING UP:

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.

Office of the Chief Engineer
Omaha (2) Nebraska
August 26, 1948

57762— SALT LAKE CITY

Drilling 12-inch Water well at Orchard, Idaho. Cont.Dept.No. 27078

THIS AGREEMENT, made and entered into this 27th day of August, 1945, 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 Emil 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 600 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, 1945, 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..... $8,000.00

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 12-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..... $9.00 per hour.

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 employes 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 [redacted],

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 [redacted], and return from [redacted], 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

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 [redacted].

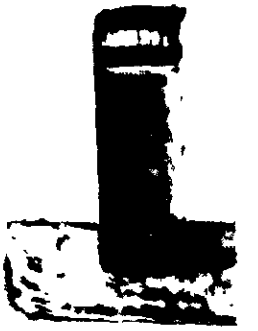
and shall be unloaded, stored and protected by and at the expense of the Contractor and the Contractor shall bear the amount of any demurrage charges accruing on such cars while being unloaded or held under load by the Contractor.

Transportation of the officers, agents, laborers and other employes 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 employes 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 employes 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 [redacted]
and shall be completed [redacted]
[redacted]
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 [redacted]
($[redacted]) 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 [illegible]
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 employes of such subcontractors shall be considered as employes of the Contractor. Any employe shall be removed from the work by the Contractor at any time on request of

the [illegible] Engineer [illegible]
[illegible] money [illegible]
Engineer; and the Contractor [illegible]
to protect [illegible]
expense, claims [illegible]
jurisdiction on [illegible] negligence [illegible] of the Con-
tractor or any subcontractor [illegible] provided in this Section.

Section 8. [illegible]

[illegible] work shall [illegible] under [illegible] direction and [illegible] Engineer. It [illegible] understood, however, that the failure [illegible] shall not [illegible] [illegible] on the [illegible] Contractor's own [illegible] and the Engineer shall [illegible] all work and/or [illegible] which [illegible] is unsatisfactory or which [illegible] not [illegible] of this contract, and all [illegible] work and/or material shall [illegible] 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 [illegible] to take out any defective work and/or material and rebuild or replace the same at the expense of the Contractor. It is understood and agreed, however, that the [illegible] 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 [illegible] covered by this contract.

Any and all material which has been rejected by the Engineer for any cause whatever 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 rejected 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 [illegible] hereunder as, in the opinion of the Engineer, the [illegible] of the work or of the Railroad Company [illegible]; and if any such changes or alterations should [illegible] the quantity of the work to be done they shall not constitute a claim for damages for anticipated profits on the work [illegible] therewith. Any increase in the amount of work [illegible], that may result from such changes, shall be paid for at the [illegible] work [illegible] not similar to that [illegible] contracted for, the Contractor shall submit information concerning the nature [illegible] to the Engineer before such work is commenced and it shall be classified as "extra work" and paid for at prices [illegible] agreed upon between the Engineer and the Contractor, [illegible]

to the commencement of [illegible] the Engineer are unable to agree [illegible] 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 [illegible] tract had never existed. In case the Contractor present a claim in writing to the Engineer before the dissimilarity in the work by reason of such change with 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 on 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 or its several parts, shall be paid to the Contractor and if, 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 any portion of the 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

Court,

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 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

failure of the Contractor to complete the work within the time in this contract according to the terms and within the time specified, or liable, here 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. CONTRACT 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 Article 17 hereof.

In case the Contractor shall fail to complete the work within the time specified, nor shall a further time be granted to complete the same, such permission will not release the Contractor from liability for damages by reason of delay in the completion of the work in the time specified, but the liability shall go right 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 combination 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.

Section 16. [illegible]

Section 17. [illegible] OTHER LIEN LAWS.

It is further agreed that in case of a total suspension of work under this contract resulting 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 be made and be directed by the Engineer or Railroad Company, or in case the time prescribed for the performance of the work shall be diminished for a longer period than thirty days in accordance with instructions of the Railroad Company, 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 thereby found to be due, together with all retained percentages, less or in other cases 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 [redacted] Railroad Company, Lessee of the Railroad Company [illegible] hereinafter called "the Lessee Company"], from and against all claims, penalties and any and all of the character, nature or arising 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 Lessee 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 partial or other estimates, any sum or sums 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

[illegible],

Cont'd.
Appl.

Contr[illegible] all [illegible] of a certain [illegible] of railroad Company tax[illegible] for labor, workmen's, [illegible] claim that [illegible] may arise. The cost of the material and payroll [illegible] to be paid for 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 pension 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 proper claimed authorities.

Section 11. CONTRACTOR'S LIABILITY FOR INJURIES.

All injury to the work from floods, or casualties of every kind and/or loss of material during construction, occurring prior to the final acceptance of the work by the Engineer shall be sustained and/or repaired 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 terms 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 to repair such loss or destruction.

Section 12. CONTRACTOR'S OWN EMPLOYEES.

It is distinctly agreed and understood by the Contractor that this contract is not for the construction [illegible] by employees, agents, [illegible] and that the Contractor will employ only competent skilled workmen for the performance of the work, and will at all times maintain discipline among his employees, and will not employ on the work any unfit person or anyone not skilled in the work assigned to him.

RRCpl

Const.
Part.
RR&pl.

Section 21. DAMAGES.

The Contractor shall be subject to and operate under all applicable federal enactments and those of the state in which the work is performed, regarding Employer's Liability, Workmen's Compensation and Workmen's Insurance and expressly covenants and agrees that the Contractor's employes engaged on the work hereunder are not and shall not be treated or considered as the servants and employes of the Railroad Company, it being the intention of the parties hereto that the Contractor shall be and remain an independent contractor and that nothing herein contained shall be construed inconsistent with that status. The Contractor hereby 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 whatsoever, due to the existence of such enactments, and of any and all claims, costs and expenses in connection therewith, under any claim of subrogation provided for by said enactments or otherwise.

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 employes 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 employes, 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 employes, 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 employes, 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.

[redacted]

[redacted]

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.

[redacted]

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 tracks 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 interferance which could have been avoided by proper handling of the work.

If the handling of the work is liable to cause interferance 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 interferance 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.
"g"

Section 21½. 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 employes 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 employes 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 employes, as determined by the Compensation Laws of the State of [redacted].

(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 [redacted] for any one person and, subject to the [redacted] limit per person, [redacted] 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 employes, arising out of the work to be performed under this contract.

Const.
"g"

(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 $[redacted] for any one accident, and, subject to the same limit per accident, $[redacted] 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 teams, 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 of 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.

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 employes, the officers, agents, employes 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 take to facilitate the work.

Const.
RRSpl.

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 employes 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 employes 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. [redacted]
Vice President

Witness: A. A. [redacted] & Son,

(s) E. F. [redacted] By (s) A. A. [redacted]
Partner

(s) [redacted] By (s) Paul A. [redacted]
[redacted]

Approved:
(s) P. E. Foster, Chief Engineer

Approved as to form and execution:
(s) F. F. Hale, General Attorney

RRSpl. 13

Ed-26-13

RECEIVED
JAN 2 [illegible]
CHIEF ENGINEER
UNION PACIFIC
RAILROAD

Salt Lake City, January 25, 1946

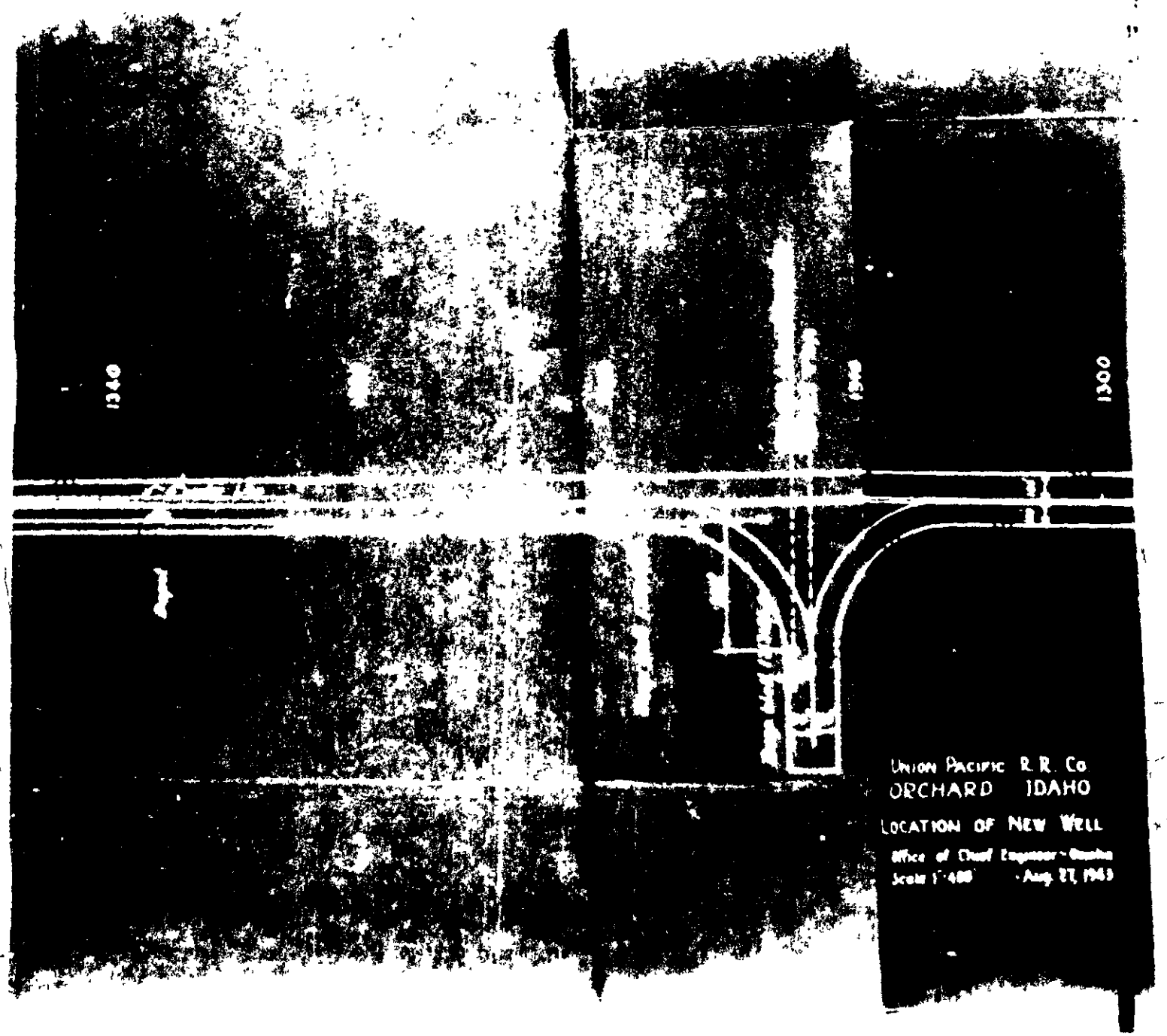
Mr. B. H. Prater:-

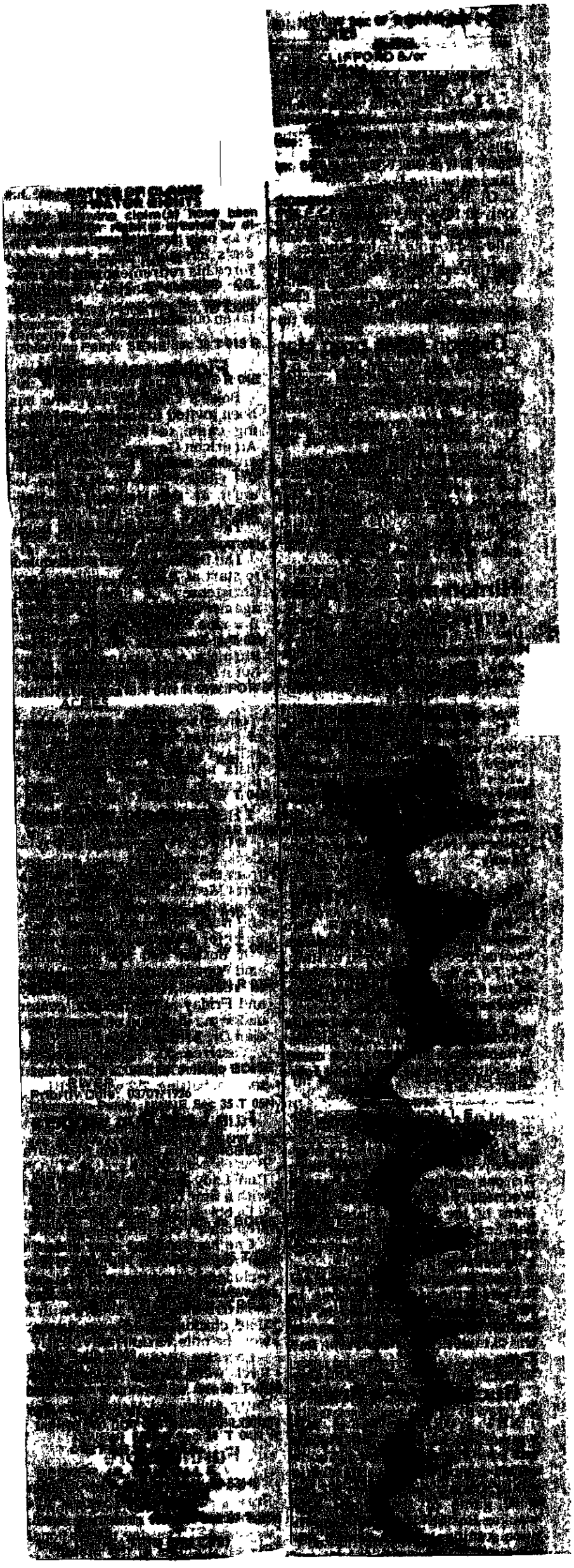
Attached hereto are Forms 3017 covering payment to Contractor A. A. Durand & Son for drilling 185 ft. in well at Orchard, which work was completed during September, 1945, total amount due $2,775, less 10% retained, or $2,497.50, and for work performed during December, drilling 60 ft., total of $900,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

JAN 29 1946


1340
1300
Union Pacific R. R. Co
ORCHARD IDAHO
LOCATION OF NEW WELL
Office of Chief Engineer - Omaha
Scale 1"=400'
Aug. 27, 1963



STATE OF IDAHO)
)ss.
COUNTY OF ADA)

Susan K. Mayer, being duly sworn, deposes and says: That she is the Principal Clerk of The Idaho Statesman, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto; that said notice was published in the regular edition of The Idaho Statesman for

two insertions, beginning with the

issue of April 28, 1983, and ending with the

issue of May 5, 1983.

Susan K. Mayer

Subscribed and sworn to before me this 5th

day of May, 1983.

Dorothy Eguren

Notary Public for Idaho, Residing at Boise, Idaho

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Form 243a
11'78

23

Western Region

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY #WJ LLS

Right Number 61- 4074 Applicant UPRR

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
- ☑ Point(s) of diversion.
- ☑ Location of use
- ☑ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

- ☑ Affidavit of publication received. 5/9/83
- ☑ Claim published correctly. Idaho Statesman 4/28 & 5/5/83 30/28059
- ☐ Exceptions processed

By DBS Date 5/19/83

STATE OFFICE PROCESSING:

- ☑ Claim review complete

By RC Date 5/25/83

MICROFILMED

RECEIVED
MAY 25 1983
Department of Water Resources

RECEIVED
APR 19 1983
Department of Water Resources
Western Regional Office

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
Western Region

Statehouse
Boise, Idaho 83720
(208) 334-2190

MAY 18, 1983

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

RE: Claim No. 61-4074

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,

DAVID B. [illegible]
Western [illegible]ion Supervisor

Enclos[illegible]

MICROFILMED

61-4024

OREGON SHORT LINE RAILROAD CO.
UNION PACIFIC RAILROAD CO., LESSEE

P.O. BOX 1592, POCATELLO, ID 83204

Source: GROUNDWATER

Priority Date: 09/01/1945

Diversion Pt: SENE Sec 30 T 01S R 04E

Use: DOMESTIC (0.18 CFS)

In: NWNE NENW Sec 30 T 01S R 04E SESW Sec 19 T 01S R 04E

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NOTICE OF CLAIMS TO WATER RIGHTS

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

Exceptions to a claim may be filed with the Director, Dept. of Water Resources, Western Region, Statehouse, Boise, Idaho 83720.

KEN DUNN, Dir.

Published 04/28 & 05/05/83.

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