

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 4309
WATER RIGHT NO(S). 45-07002/45-07512

This is to certify that: **MAX HERBOLD INC**
PO BOX 533
RUPERT ID 83350

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
Right No. 45-07002 :			
IRRIGATION	04/01 to 10/31	2.52 CFS	504.0 AF
COMMERCIAL	01/01 to 12/31	4.00 CFS	* 1576.0 AF
DOMESTIC	01/01 to 12/31	0.04 CFS	0.6 AF
SUBTOTAL:		4.00 CFS	1796.5 AF
Right No. 45-07512 :			
COMMERCIAL	01/01 to 12/31	1.57 CFS	* 379.9 AF
SUBTOTAL:		1.57 CFS	379.9 AF
TOTAL:		5.57 CFS	1796.5 AF

DATE OF PRIORITY:

Right No. 45-07002 : 08/24/1967

Right No. 45-07512 : 09/28/1982

SOURCE

GROUNDWATER

LOCATION OF POINT(S) OF DIVERSION:

SESE , Sec. 22, Township 10S, Range 22E
CASSIA County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
10S	22E	22	Lot 2 (SWNE) 12	NESE 21	NWSE 40	
			SWSE 33	SESE 20		126
Total number of acres irrigated:						126

PLACE OF USE: COMMERCIAL

TWN RGE SEC
10S 22E 22 SESE

PLACE OF USE: DOMESTIC, same as COMMERCIAL use

RECORDED

MAY 11 1994

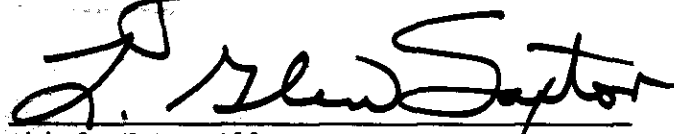
TRANSFER NO. 4309
WATER RIGHT NO(S). 45-07002/45-07512

CONDITIONS/REMARKS:

1. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for the lands above.
2. The change authorized by this transfer shall be accomplished within one (1) year of the date of this approval.
3. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.
4. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
5. Prior to diversion of water under this approval, the right holder shall install a totalizing measuring device acceptable to the Department at all authorized points of diversion which will allow determination of the total rate of diversion and total diversion volume.
6. The total instantaneous diversion of water from all points of diversion under Transfer No. 4309 shall not exceed 5.57 cfs.
- * 7. The total combined diversion volume for commercial use under Right Nos. 45-07002 and 45-07512 shall not exceed 1576.0 afa.
8. Two points of diversion are located within SESE, S22, T10S, R22E.

Dated this 5th day of

May, 1994


Chief, Water Alloc. Bureau

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MAY 11 1994

Page 1 of 8

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 4309

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

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APR 11 1994

Department of Water Resources

Name of applicant Max Herbold, Inc. Phone 436-6396
Post Office address PO Box 533; Rupert ID 83350

A. PURPOSE OF TRANSFER

Add second well to 45-7002

1. ☐ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☒ Change period of use ☐ Other

2. Describe the reason for the proposed changes Change utilization of property from a seasonal canning facility to a year around potato fresh pack and processing plant using no more than the current annual volume of water but using the water on an annual basis

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>45-07002</u>	<u>8-24-1967</u>	<u>2.52 cfs</u>	<u>Irrigation</u>	<u>4-1 to 10-31</u>
		<u>4.00</u>	<u>Commercial</u>	<u>1-1 to 12-31</u>
		<u>.40</u>	<u>Domestic</u>	<u>1-1 to 12-31</u>
<u>45-07512</u>	<u>9-28-1982</u>	<u>1.57</u>	<u>Commercial</u>	<u>1-1 to 12-31</u>

2. Total amount of water being transferred 5.57 cubic feet per second and/or 1606.6 acre-feet per annum.
3. Source of water Groundwater tributary to _____
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	SE	22	10S	22E	Cassia	2 wells

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals	
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼		
10S	22E	22.			12.											21	40	33	20	126.
		22.																	90	

MAY 11 1994

Total acres 126

PART 1

6. General Information:

a. Description of diversion system 2 wells with 2 pumps to a pressurized system to service plant, offices and irrigation sprinkler system. Wells are tied together into one system.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? NA Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

NA

d. Remarks:

Dennis M. Herbold = Pres., Karen Herbold - Vice Pres.
Jana Powers - Sec. Treas.
See attachment A & B for additional information.
We are purchasing the property under a Conditional Purchase Agreement

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19____.

MAY 11 1994

PART 2**A. DESCRIPTION OF RIGHT AS RECORDED:**

Water Right No. 45-07002

STAGE: LICENSE

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 10/15	2.52 CFS	504.0 AF
COMMERCIAL	05/15 to 12/01	4.00 CFS	1576.0 AF
DOMESTIC	01/01 to 12/31	0.40 CFS	0.6 AF
	Totals	4.00 CFS	1606.6 AF

SOURCE

GROUNDWATER

Priority: 08/24/1967

LOCATION OF POINT(S) OF DIVERSION:SESE , Sec. 22, Township 10S, Range 22E
CASSIA CountyPLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
10S	22E	22	SWNE 12	NESE 21	NWSE 40	
			SWSE 33	SESE 20		126
				Total number of acres irrigated:		126

PLACE OF USE: COMMERCIAL

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>
10S	22E	22

SESEPLACE OF USE: DOMESTIC, same as COMMERCIAL useCONDITIONS/REMARKS:

1. A measuring device of a type approved by the Department shall be permanently installed and maintained as part of the diverting works.

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 45-07002 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice

☐ Warranty Deed

☒ Other Purchase Agreement

3. Source of water Groundwater tributary to _____

4. Date or priority 8-24-1967

5. Water is used for the following purpose:

amount 2.52 for Irrigation purposes from 4-1 to 10-15
(cfs/ac-ft) 4.0 for Commercial purposes from 5-15 to 12-1
(cfs/ac-ft) 0.40 for Domestic purposes from 1-1 to 12-31
(cfs/ac-ft)

6. Total amount of water under right 4.0 cubic feet per second and/or 1606.6 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	SE	22	10S	22E	Cassia	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals.
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
10S	22E	22			21 1/2										21	40	33	20	126
		22																50	

Total acres 126

9. Describe any other water rights used for the same purpose as described above 45-07512

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
NO If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

PART 2**A. DESCRIPTION OF RIGHT AS RECORDED:**

Water Right No. 45-07512

STAGE: LICENSE

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>
COMMERCIAL	06/01 to 10/01	1.57 CFS

SOURCE

GROUNDWATER

Priority: 09/28/1982

LOCATION OF POINT(S) OF DIVERSION:SESE , Sec. 22, Township 10S, Range 22E
CASSIA CountyPLACE OF USE: COMMERCIALTWN RGE SEC

10S 22E 22 SESE

CONDITIONS/REMARKS:

1. THIS RT. WHEN COMBINED WITH RT. 45-7002 SHALL NOT EXCEED 1576.0 AF/ANNUM FOR COMMERCIAL USE.

RECORDED

MAY 11 1994

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 45-07512 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice

☐ Warranty Deed

☒ Other Purchase Agreement

3. Source of water Groundwater tributary to _____

4. Date or priority 9-28-1982

5. Water is used for the following purpose:

amount 1.57 for Commercial purposes from 6-1 to 10-1
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 1.57 cubic feet per second and/or * acre-feet per annum.

7. Point(s) of Diversion: * Limited to 1576 AFA for commercial use when combined with 45-07002

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	SE	22	10S	22E	Cassia	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
10S	22E	22																C	

Total acres _____

9. Describe any other water rights used for the same purpose as described above

45-07002

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.

See Attached.

RECORDED

MAY 11 1994

PART 3**B. CHANGES IN NATURE OF USE**

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				to
				to

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

By MAX HEROLD INC
James M. Herold PRESIDENT
(Signature of Applicant)

Subscribed and sworn to before me this 22nd day of February, 19 94.

Mary A. Baldwin
(Notary Public)

My commission expires 10/16/1998

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 3 attachments

Received by MTS Date 2-22-94 Protest filed by _____

Prelim. check by JP Stanton Fee \$50.00 501652

Receipted by MTS Date 2-22-94

Published in So. Id. Press Copies of protest forwarded by _____

Pub. dates 3/14 + 3/21/94 Hearing held by _____ Date _____

Watermaster recommendation requested on N/A Recommended for ☒ approval ☐ denial

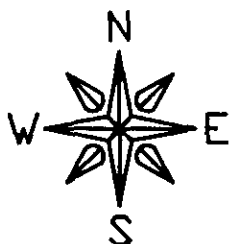
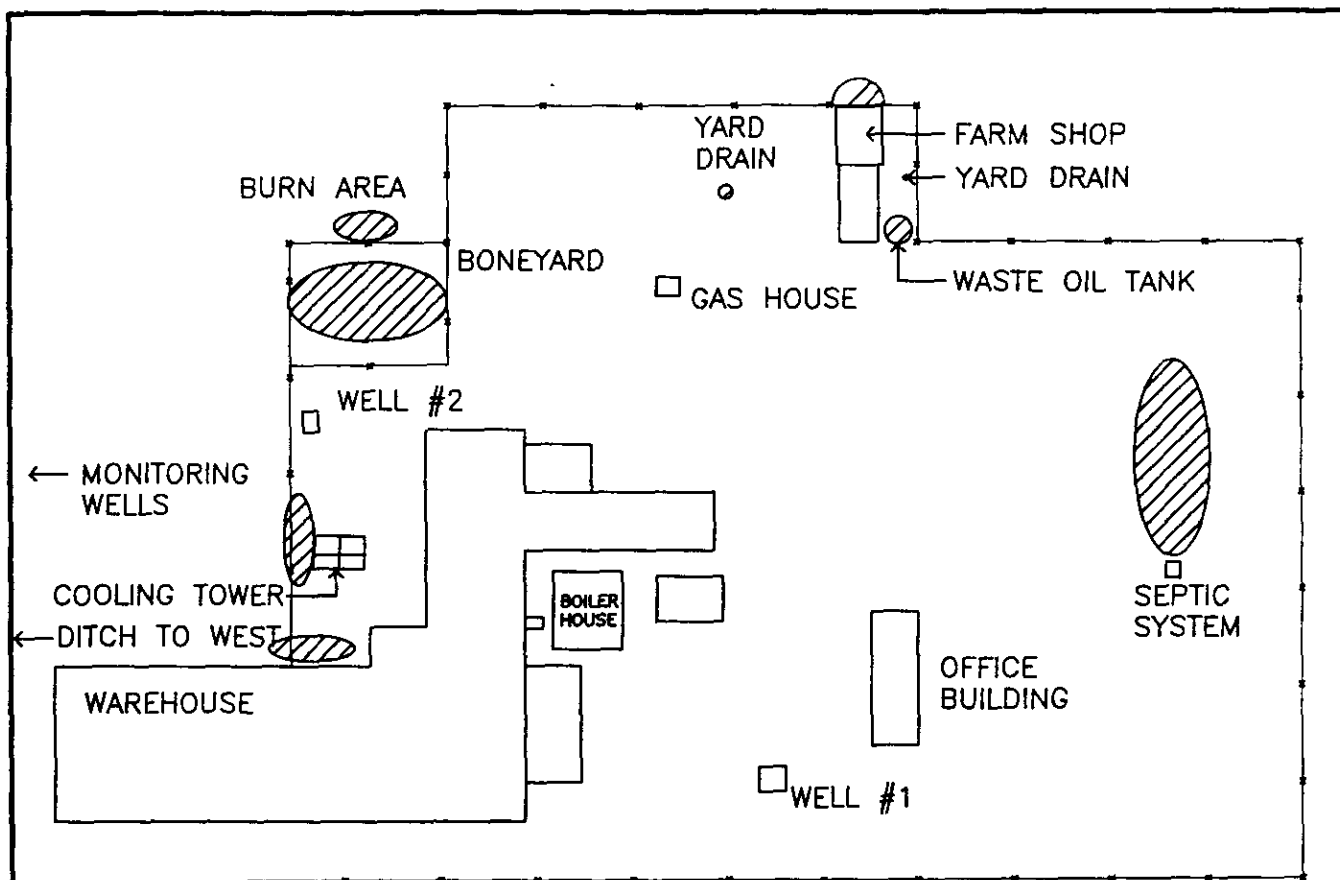
_____ rec'd. _____ by JA

Copy of transfer sent to lien holder _____

RECEIVED

MAY 11 1994

Department of Water Resources
Southern Region Office



SCALE: 1" = 200'

SITE PLAN DEL MONTE CORPORATION PLANT NO. 134 BURLEY, ID

MAY 11 1994

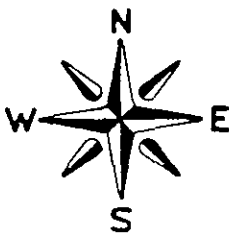
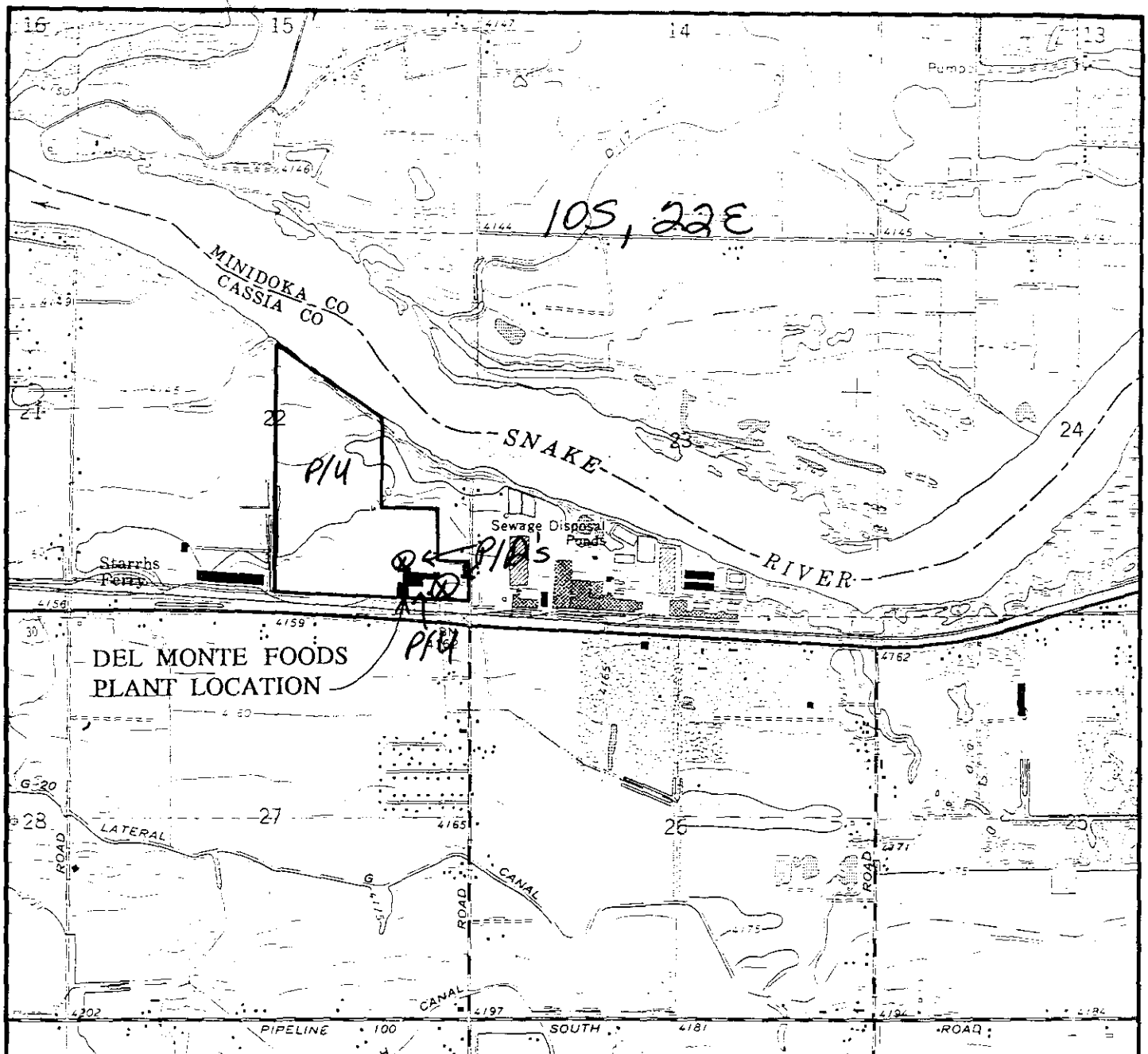
1/18/94

M33267AB



FEHR-GRAHAM & ASSOCIATES
 ENGINEERING AND SCIENCE CONSULTANTS
 660 W. STEPHENSON ST., FREEPORT, ILLINOIS
 815/235-7643 61032-5098

T # 4309



SCALE: 1" = 2000'

EXHIBIT 1

SITE LOCATION MAP

DEL MONTE FOODS

BURLEY, IDAHO

RECEIVED
MAY 11 1994

PHOTOCOPIED FROM
USGS QUAD MAP
"BURLEY SE, IDAHO",
DATED 1964,
PHOTOREVISED 1978

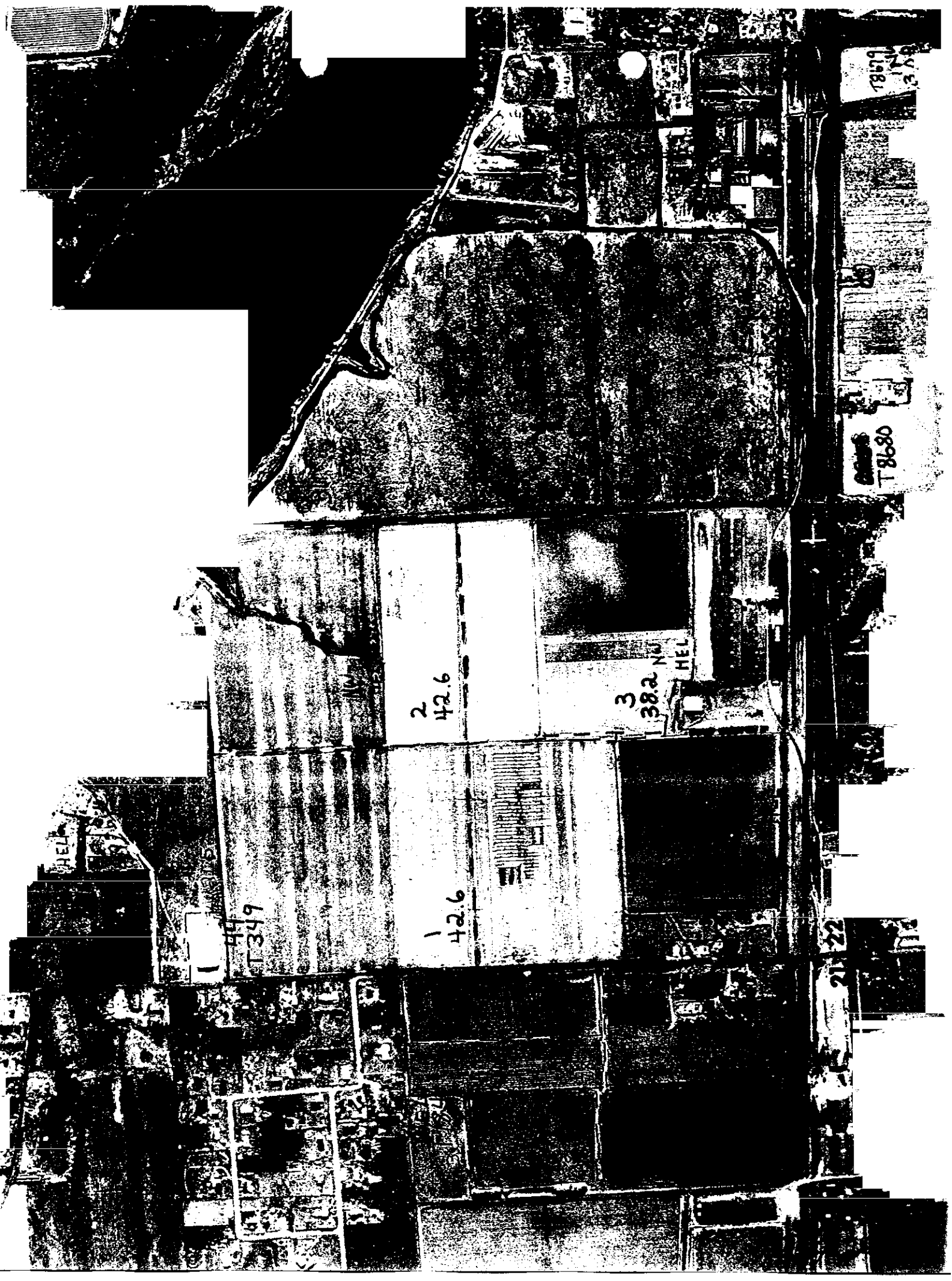
33267

1/17/94



FEHR-GRAHAM & ASSOCIATES
ENGINEERING AND SCIENCE CONSULTANTS
660 W. STEPHENSON ST., FREEPORT, ILLINOIS
815/235-7643 61032-5000

T # 4309



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NO
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21-22

18679

18679

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is entered into this 14TH day of February, 1994 by and between DEL MONTE CORPORATION, a New York corporation ("Seller"), and Max Herbold, Inc., an Idaho corporation or assignee ("Buyer").

RECITALS

A. Seller is the owner of that certain improved real property situated in the City of Burley, County of Cassia, State of Idaho, consisting of approximately 113 acres, more or less, commonly known as Del Monte Burley Plant 134, Route 4, (the "Real Property") as more particularly described on Exhibit A attached hereto and made a part hereof.

B. Buyer desires to purchase the Real Property and certain other included assets from Seller or obtain said Real property and assets through an exchange for other like kind property owned by Buyer, and Seller is willing to sell the Real Property and certain other included assets to Buyer or Buyer's assignee, on the terms and conditions hereinafter set forth. References to Buyer's in this Agreement shall include Buyer's designee.

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants, terms and conditions hereinafter set forth, agree as follows:

TERMS

[Handwritten signature]
MAY 11 1994

T # 4309

Exhibit A
TENTATIVE
Legal Description

Near

REAL PROPERTY/NEAR the City of Burley, County of Cassia, State of Idaho, described as follows:

The following described property located in the County of Cassia, State of Idaho, to-wit:

PARCEL NO. 1:

That portion of the South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$) of Section Twenty-two (22), Township Ten (10) South, Range Twenty-two (22) East of the Boise Meridian, lying North of the Twin Falls Branch of the Union Pacific Railroad right-of-way, being more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty-two (22); thence North 65.47 feet to a point on the Northerly line of the above said railroad right-of-way, being the True Point of Beginning; thence North along the East boundary line of said Section Twenty-two (22), 1253.12 feet to the Northeast corner of said South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$); thence South $89^{\circ} 20'$ West along the North boundary of said South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$), 2640 feet, more or less, to the Northwest corner of said South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$); thence South along the West boundary line of the said South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$) 1090 feet, more or less, to a point on the Northerly line of said railroad right-of-way; thence South $87^{\circ} 00'$ East 2647.70 feet along said Northerly line to the Point of Beginning. EXCEPTING THEREFROM the following described parcel of land: Beginning at the Northeast corner of the South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$) of said Section Twenty-two (22); thence South $89^{\circ} 20'$ West 425.32 feet along the North boundary line of said South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$); thence South, parallel to the East boundary line of said Section Twenty-two (22), 689.82 feet; thence North $89^{\circ} 27'$ East 425.32 feet to the East boundary line of said South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$); thence North along said East line, a distance of 689 feet, more or less, to the Point of Beginning.

PARCEL NO. 2:

Beginning at the Southeast corner of Section Twenty-two (22), Township Ten (10) South, Range Twenty-two (22) East of the Boise Meridian; thence North along the East boundary line of said Section Twenty-two (22) a distance of 1,318.59 feet to the Northeast corner of the South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$) of said Section Twenty-two (22), being the True Point of Beginning; thence South $89^{\circ} 20'$ West along the North line of said South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$) a distance of 2,640 feet, more or less to the West line of the said Southeast Quarter ($SE\frac{1}{4}$); thence North along said West line 2,238 feet, more or less to a point on the Southerly boundary line of Snake River; thence Southeasterly along said Southerly boundary line of Snake River 3,205 feet, more or less to the Easterly line of Section Twenty-two (22); thence South along said Easterly line 524 feet, more or less to the Point of Beginning. Being all of the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$) and Lots One (1) and Two (2) of Section Twenty-two (22), Township Ten (10) South, Range Twenty-two (22) East of the Boise Meridian, according to the Official Plat of the Survey of the said Land, returned to the General Land Office of the United States by the Surveyor General; EXCEPTING THEREFROM: Beginning at the Southeast corner of Lot One (1), said corner also being the Northeast corner of the South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$) of said Section Twenty-two (22); thence South $89^{\circ} 20'$ West along the South line of said Lot One (1) a distance of 1015.62 feet; thence North $1^{\circ} 08'$ East 1012 feet, more or less to the Southerly boundary line of Snake River; thence South-easterly along the Southerly boundary line of Snake River 1,158 feet more or less to the intersection with the Easterly line of said Lot One (1); thence South along said East line 524 feet, more or less to the Point of Beginning.

ARBITRATE UNDER THE AUTHORITY OF IDAHO LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer [Signature] Seller [Signature]

36. **EFFECTIVE DATE.** The effective date of this Agreement shall be two (2) days after the date on which both parties have executed this Agreement. The Effective Date shall be entered on the first page of the Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement effective the day and year first above written.

SELLER:

DEL MONTE CORPORATION,
a New York corporation

By: [Signature]

Its: DIRECTOR / PROP. MGMT.

Date: 2/10, 1994

BUYER:

MAX HERBOLD, INC.,
an Idaho corporation

By: [Signature]

Its: PRESIDENT

Date: 2/10, 1994

MADE IN IDAHO
MAY 11 1994

RECEIVED
MAY 11 1994

235 Ave. 1993-1992

Current Operation = 235,000 gal/mm. - proposed operation would double usage for fresh pack operation only.

CITY OF RUPERT

P. O. BOX 426

RUPERT, IDAHO
83350

Kraft Foods monthly averages

2-22-94 - 2-22-93 Average gallons 755,000

2-22-93 - 2-22-92 Average gallons 875,000

Magic Valley Foods

2-22-94 - 2-22-93 Average gallons 290,000 **higher usage due to well going dry in Spring

2-22-93 - 2-22-92 Average gallons 73,000

Rolland Jones

2-22-94 - 2-22-93 Average gallons 38,000

2-22-93 - 2-22-92 Average gallons 37,000

Attachment "B"

RECEIVED
MAY 11 1994

T# 4309



P.O. Box 533
2nd St. and Scott Ave.
Rupert, Idaho 83350

208 436 6396

208 436 6793 fax

famous Idaho potatoes

STATEMENT OF PURPOSE

If the purchase of the Del Monte property is completed Max Herbold Inc. intends to utilize the farm ground, canning facility, warehouse, and supporting buildings in the operation of a fresh pack potato plant. In addition, it is also our intention to explore the possibility of expanding our business into the production of other potato products in the future. Options currently under consideration include dehydration or the creation of potato flakes and potato starch. Other possibilities are processing of slices and dices, hash browns, granules, and other specialty products. Prior to asking for extending the pumping period under the current water rights we looked into the water requirements for competing businesses in similar circumstances. Keegan Inc. of Twin Falls, Idaho, Mart Produce and Rolland Jones Produce of Rupert, Idaho, and Sun Valley Potatoes of Paul, Idaho are all currently in the fresh pack business and operate at a level approximating the same volume we anticipate. None of these firms uses in excess of 2 million gallons of water per month. Kraft Foods of Rupert, Idaho, a cheese producer, and Magic valley Foods of Rupert, Idaho a potato dehydrator also do not use nearly the volume of water available under the current water right.(exhibits attached)

In any event, we do not anticipate nor do we desire to expand the current water rights beyond the levels now authorized. Our intention in submitting this application is to spread out the time period of the current pumping permit to enable us to operate on a year round rather than a seasonal basis. Since the current rights permit heavy utilization of water during the normal farm irrigation season this spreading out of the pumping period should be beneficial to other water users as well.

Putting our plans into operation will require some time so we are also looking at the possibility of banking any excess water in the state water bank system until such time it becomes necessary for our operations.

RECEIVED
MAY 11 1994

attachment "A"

T# 4309

State of Idaho

Department of Water Administration

WATER RIGHT LICENSE

License of Water Right No. 45-7002 Priority August 24, 1967 Amount 4.0 cfs

THIS IS TO CERTIFY, that DEL MONTE CORPORATION
of Burley, Idaho, has complied with the terms and conditions of Permit
No. 45-7002 issued pursuant to Application for Permit dated August 24, 1967,
and has submitted proof to the Department of Water Administration on September 25, 1972,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 4.0 cfs of water from a ground water source,
tributary to _____, and that the permit holder has applied to a beneficial use &
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Domestic & Maintenance Irrigation</u> from <u>Jan. 1</u> to <u>Mar. 31</u> at <u>0.4</u> cfs and <u>0.60</u> acre feet			
from <u>April 1</u> to <u>Oct. 15</u> at <u>2.52</u> cfs and <u>504</u> acre feet			
<u>Food Process. ing</u> from <u>May 15</u> to <u>Dec. 1</u> at <u>4.0</u> cfs and <u>1,576</u> acre feet			
(both dates inclusive)			

Subject, however, to the condition that no more than 4.0 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
1,606.6 acre feet per year, and waters to be diverted within the

SE¹/₄SE¹/₄ Sec. 22, Twp. 10 S., Rge. 22 E., B. M. in the County of Cassia

Description and location of place of use:

Twp.	Range	Sec.	NE ¹ / ₄				NW ¹ / ₄				SW ¹ / ₄				SE ¹ / ₄				Totals
			NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	
10S	22E	22				12									21	40	33	20	126
		22													(other uses)				X

Total number of acres irrigated 126

A measuring device of a type approved by this Department shall be permanently
maintained as part of the diverting works.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use
herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 15th day of
May, 19 73.

Director

45 7002

LICENSE ISSUED FOR 4.0 SEC. FT.
LICENSE PAID

Identification No. 45-7002

Application No. 42015

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

APPROVED

APPLICATION FOR PERMIT

To Appropriate the Public Waters of the State of Idaho

1. Name of applicant Del Monte Corporation
post office address Burley, Idaho 83318
2. Source of water supply Underground which is a tributary of _____
3. a. Location of point of diversion is SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 22 Township 10 S
Range 22E B.M. Cassia County; additional points of diversion if any: _____

b. If water is not consumed, it will be discharged into All Consumed at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M.
4. Quantity to be appropriated:
a. 5.0 cubic feet per second and/or
b. _____ acre feet per annum will be stored.
5. Water will be used for the following purposes:
Domestic and Maintenance purpose from Jan. 1 to Dec. 31 (both dates inclusive)
Food Processing purpose from May 15 to Dec. 1 (both dates inclusive)
Irrigation purpose from Apr. 1 to Oct. 15 (both dates inclusive)
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. 20 inch and 16 inch diameter cased
well 800 feet more or less deep, deep well pump, pipe to storage reservoir,
and to food processing plant.

b. Height of storage dam _____ feet; active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet; materials used in storage dam: _____

c. Proposed well diameter is 20" and 16" inches; proposed depth of well is 800 $\pm$ feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 5 years.
b. Estimated construction cost is \$ Well Cost \$20,000
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: All ~~xx~~ of SE $\frac{1}{4}$ of Section 22 Township 10 S
Range 22E B.M.
(2) Amount of power to be generated: 0 hp under _____ feet of head.
(3) List number of each kind of livestock to be watered 0

(4) Name of municipality to be served 0, or number of families to be
supplied with domestic water 250 Employees.
(5) If water is to be used for other purposes describe: Food processing in connection
with canning.

45 7002

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

TWP.	RANGE	SEC.	NE1/4				NW1/4				SW1/4				SE1/4				TOTALS
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
10 S	22E	22			11										9	40	36	30	126

Total number of acres to be irrigated 126

c. Describe any other water rights used for the same purposes This irrigation water will be supplementary to water available from Burley Irrigation District.

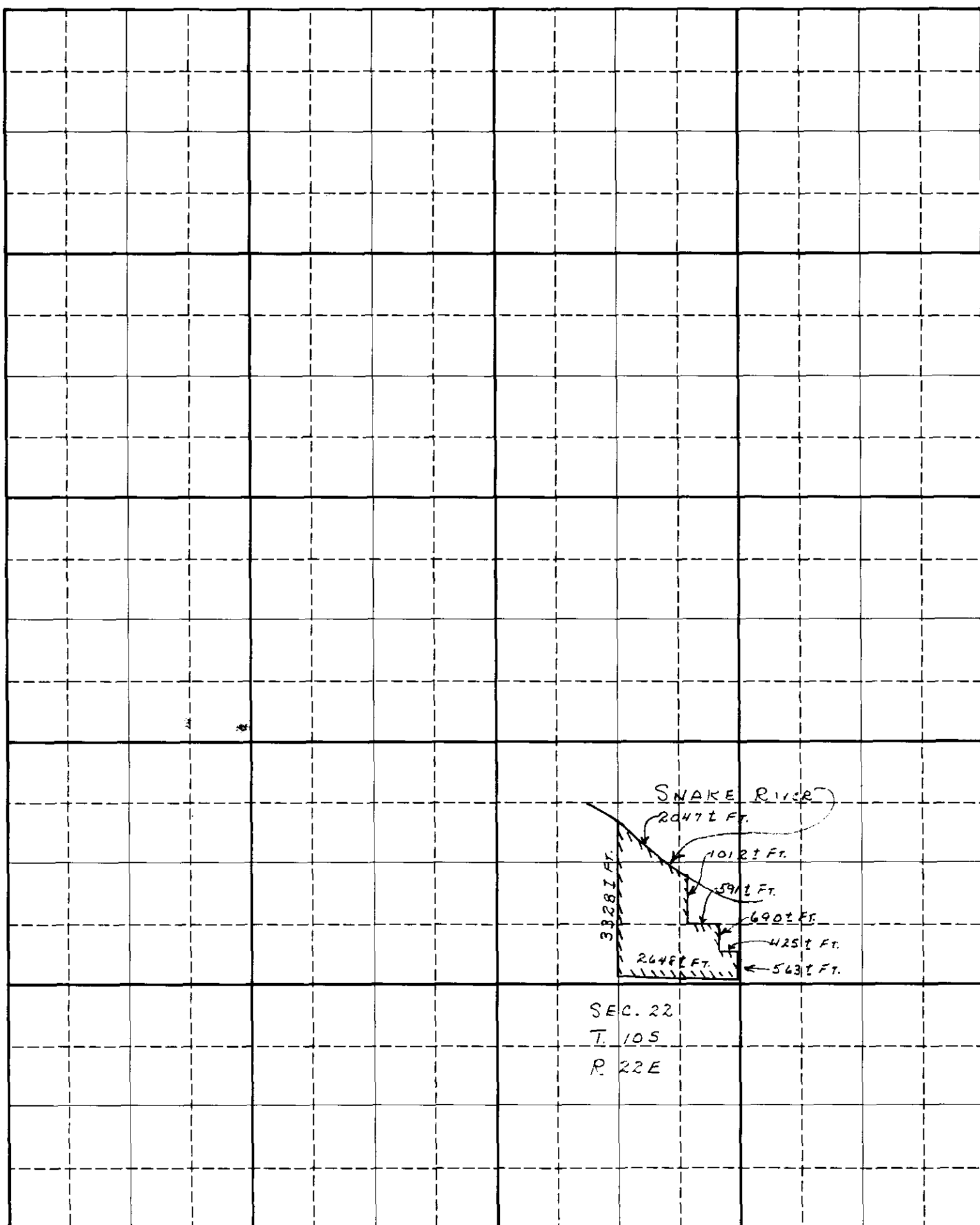
9. a. Who owns the property at the point of diversion Del Monte Corporation

b. Who owns the land to be irrigated or place of use Del Monte Corporation

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing --

10. Remarks Water to be used primarily to process food which would be canned or otherwise prepared by the Del Monte Corporation at a plant to be constructed on the site. Supplementary use would be for drinking and cleanup water in the plant. Water which would not be consumed in the above operations would be used for irrigation.

11. Map of proposed project:



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

R. L. Anderson
(Applicant) Division Manager
DEL MONTE CORPORATION, Formerly
CALIFORNIA PACKING CORPORATION

45 7002

Received by if Date 8-24-67 Time 8:00 am
Preliminary check by DW Fee \$ 40⁰⁰
Receipted by RD Date 9-5-67
Publication prepared by KS Date 9-14-67
Published in Staradog Idaho
Publication dates 9-21-68-67
Publication approved KS Date 9-27-67
Priority reduced to _____ Reason _____

Protests filed by: NONE

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for (approval) denial by CW/RH JB

ACTION OF STATE RECLAMATION ENGINEER

APPROVED

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 45-7002, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before November 1, 19 72.
- c. Other: The applicant shall permanently install a measuring device of a type approved by the department as part of the diverting works.

2. Denial of said application is for the following reasons: _____

Witness my hand this 6th day of November 19 67.

R. Keith Higginson
State Reclamation Engineer

THE WORLD OF IDAHO
~~The Burley Herald-Bulletin~~

BURLEY, IDAHO

AFFIDAVIT OF PUBLICATION

County of Cassia,)
) ss:
STATE OF IDAHO)

Gary L. Fernau, being first

duly sworn, deposes and says that he is the

General Manager of Burley Herald-Bulletin, a weekly newspaper published at Burley, Idaho, in the county aforesaid, and that the paper is of general circulation therein. Deponent further states that the printed notice attached hereto was duly published according to law in the regular weekly editions of Burley Herald-Bulletin for

two(2) consecutive weeks, commencing
with the issue dated September 25, 1967, and
ending with the issue dated October 2, 1967

Gary L. Fernau
Subscribed and sworn to before me this

3 day of October, 19 67

Loth Chamberlain Notary Public

Cost of Publication My Commission Expires Feb. 18, 1969

AFFIDAVIT OF PUBLICATION

Cost of Publication \$ Submission Expires Feb.

R. KEITH HIGGINSON
State Reclamation Engineer
Published in the World of Idaho,
Burley, Idaho, on September 25
and October 2, 1967.

The World

P.O. Box 190

Phone 678-2201

BURLEY, IDAHO 83318

September, 1967

State of Idaho
Department of Reclamation
107 State House
 Boise, Idaho 83701

Legal
Advertising

#67-253 29 lines 2 times

7.25

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of same has been paid.

45 7002





State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

May 5, 1994

MAX HERBOLD INC
PO BOX 533
RUPERT ID 83350

RE: Transfer of Water Right Nos. 45-07002 and 45-07512

Dear Water Right Holder(s):

Enclosed is a copy of your approved Application for Transfer of the above referenced water right (Transfer No. 4309). Please be sure to thoroughly review the "CONDITIONS/REMARKS:" as listed on the transfer.

Sincerely,

A handwritten signature in dark ink, appearing to be 'J. Johnson', written over the typed name.

JIM JOHNSON
Water Rights Supervisor

JJ:dc

Enclosure

MAY 11 1994

MEMORANDUM

TO: FILES 45-07002 & 45-07512

FROM: PAM SKAGGS²⁸/STATE OFFICE

SUBJECT: TRANSFER NO. 4309

DATE: April 19, 1994

Transfer No. 4309 was filed to change the season of commercial use to year round and reflect both wells as part of a single system under Right Nos. 45-07002 and 45-07512. The processing plant will be changing from the original seasonal canning facility to a year round potato fresh and processing plant which will require no additional water, but use water on an annual basis.

Right No. 45-07002 was found to have 0.04 cfs/0.6 afa for domestic use according to the field exam report. The license reflects 0.40 cfs/0.6 afa and appears to be a simple clerical error of transposed figures. The transfer approval will correct the error and reflect the 0.04 cfs found at the time of the exam.

The total volume limit of 1606.6 afa found on license 45-07002 will also be adjusted to reflect the volume of overlapping uses as described on the license.

Months of the Year											
1	2	3	4	5	6	7	8	9	10	11	12
<-----Domestic Use----->											
<-----Irrigation Use----->											
<-----Commercial Use----->											

DOM: 0.04 X 135 days (Until 5-15) X 1.9835 = 10.7 > 0.6
IRR: 2.52 X 44 days (Until 5-15) X " = 219.9 < 504.0
COM: 4.00 X 199 days (Season) X " = 1576.0 = Maximum
TOTAL MAXIMUM VOLUME = 1796.5 AFA

Right No. 45-07512 was originally licensed with a condition limiting the combined commercial volume with Right No. 45-07002. The transfer can be approved without expansion as long as the total combined commercial volume is limited to the licensed quantities. Since multiple points of diversion are used under this combined system, an acceptable means of measurement to determine the total system rate of diversion will be required which will provide means of verifying compliance with volume limitations.

Recommended conditions include irrigation overlap, combined volume limit, multiple points of diversion, measuring devices and standard transfer conditions.

MAY 11 1994

SOUTH IDAHO PRESS
BURLEY, IDAHO
AFFIDAVIT OF PUBLICATION

County of Cassia)
STATE OF IDAHO) ss

Kary D. Miller, being first duly sworn, deposes and says that she is the General Manager of the South Idaho Press, a daily newspaper published at Burley, Idaho, in the county aforesaid and that the paper is of general circulation therein. Deponent further states that the printed notice attached hereto was duly published according to law in the regular editions of the South Idaho Press for four consecutive week(s), commencing with the issue dated March 14 1994, and ending with the issue dated March 21 1994.

Kary D. Miller
KARY D. MILLER

STATE OF IDAHO)
COUNTY OF Cassia)

On this 22nd day of March in the year of 1994 before me, a Notary Public, personally appeared Kary Miller known of identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

OK
mb
3/25/94

Tim Johnson
Notary Public for Idaho
Residing at Burley, ID
My commission expires: May 23, 1997

Cost of Publication 72.08
Notary Fee .50
Total Cost 72.58

RECORDED

MAY 11 1994

proviso

45-002
NOTICE OF PROPOSED CHANGE OF
WATER RIGHT NOS. 45-07002,
45-07512

Notice is hereby given that MAX
HERBOLD, INC. of Rupert, ID has
applied to the Department of
Water Resources to add a Point
of Diversion and change period
of use for the following
described water right(s)
pursuant to Section 42-222 of
IDaho CODE and further
described as Transfer No. 4309.

The purpose of this change is
to change utilization of
property from a seasonal
canning facility to a year
around potato fresh pack and
processing plant using no more
than the current annual volume
of water but using the water on
an annual basis.

WATER RIGHT AS RECORDED:
Water Right No. 45-07002
Basis: License
Date of Priority: 08/24/1967
Source: groundwater
Amount & Use:
Irrigation (2.52 cfs)
from 04/01 to 10/15
Commercial (4.0 cfs)
from 05/15 to 12/01
Domestic (0.40 cfs)
from 01/01 to 12/31
Point of Diversion: SESE, S22,
T10S, R22E; Cassia County.
Place of Use: 126 acres within
Lot 2 (SWNE), SE, S22, T10S,
R22E; with commercial and
domestic use within SESE, S22,
T10S, R22E; Cassia County.

WATER RIGHT AS RECORDED:
Water Right No. 45-07512
Basis: License
Date of Priority: 09/28/1982
Source: groundwater
Amount: 1.57 cfs
Use: Commercial
from 06/01 to 10/01
Point of Diversion: SESE, S22,
T10S, R22E; Cassia County.
Place of Use: SESE, S22, T10S,
R22E; Cassia County.

Claims have been filed in the
Snake River Basin Adjudication.

WATER RIGHT NOS. 45-07002 &
45-07512 TO BE CHANGED by
adding a second well to Water
Right No. 45-07002 at existing
point of diversion. A total of
5.57 cfs from combining these
water rights to be used for
commercial and domestic use
from 01/01 to 12/31 with no
change in irrigation of 126
acres from 04/01 to 10/31.

Any protest against approval of
the proposed change of water
right application must be filed
with the Applicant and the
Department of Water Resources,
Southern Region, 222 Sheehans
Street East, Twin Falls, ID
83301 on or before March 31,
1994.

R. Keith Higginson, Director

Published in the South Idaho Press on March
14 and 21, 1994.

NOTICE OF PROPOSED CHANGE OF
WATER RIGHT NOS. 45-07002,
45-07512

Notice is hereby given that MAX HERBOLD, INC. of Rupert, ID has applied to the Department of Water Resources to add a Point of Diversion and change period of use for the following described water right(s) pursuant to Section 42-222 of IDAHO CODE and further described as Transfer No. 4309.

The purpose of this change is to change utilization of property from a seasonal canning facility to a year around potato fresh pack and processing plant using no more than the current annual volume of water but using the water on an annual basis.

WATER RIGHT AS RECORDED:

Water Right No. 45-07002

Basis: License

Date of Priority: 08/24/1967

Source: groundwater

Amount & Use:

irrigation (2.52 cfs)

from 04/01 to 10/15

commercial (4.0 cfs)

from 05/15 to 12/01

domestic (0.40 cfs)

from 01/01 to 12/31

Point of Diversion: SESE, S22,

T10S, R22E; Cassia County.

Place of Use: 126 acres within

Lot 2 (SWNE), SE, S22, T10S,

R22E; with commercial and

domestic use within SESE, S22,

T10S, R22E; Cassia County.

WATER RIGHT AS RECORDED:

Water Right No. 45-07512

Basis: License

Date of Priority: 09/28/1982

Source: groundwater

Amount: 1.57 cfs

Use: Commercial

from 06/01 to 10/01

Point of Diversion: SESE, S22,

T10S, R22E; Cassia County.

Place of Use: SESE, S22, T10S,

R22E; Cassia County.

Claims have been filed in the Snake River Basin Adjudication.

WATER RIGHT NOS. 45-07002 & 45-07512 TO BE CHANGED by adding a second well to Water Right No. 45-07002 at existing point of diversion. A total of 5.57 cfs from combining these water rights to be used for commercial and domestic use from 01/01 to 12/31 with no change in irrigation of 126 acres from 04/01 to 10/31.

Any protest against approval of the proposed change of water right application must be filed with the Applicant and the

Department of Water Resources,
Southern Region, 222 Shoshone
Street East, Twin Falls, ID
83301 on or before March 31,
1994.

R. Keith Higginson, Director

Published in South Idaho Press
on 3/14 & 3/21/94.

RECEIVED
MAY 11 1994



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

10-Mar-1994

R. KEITH HIGGINSON
Director

SOUTH IDAHO PRESS
PO BOX 190
BURLEY ID 83318

Gentlemen:

Enclosed you will find a legal notice which we wish to have published in your newspaper. We have inserted the required publication dates. If time allows, please submit a galley proof for review before publication.

We have attempted to submit this legal as camera ready. Please call me at your earliest convenience and prior to your staff re-typing the legal if it does not meet your specifications so I can possibly make adjustments.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Very truly yours,

Mary Baldwin
Sr. Secretary

Enclosure

RECEIVED
MAY 11 1994

NOTICE OF PROPOSED CHANGE OF WATER RIGHT NOS. 45-07002, 45-07512

Notice is hereby given that MAX HERBOLD, INC. of Rupert, ID has applied to the Department of Water Resources to add a Point of Diversion and change period of use for the following described water right(s) pursuant to Section 42-222 of IDAHO CODE and further described as **Transfer No. 4309.**

The purpose of this change is to change utilization of property from a seasonal canning facility to a year around potato fresh pack and processing plant using no more than the current annual volume of water but using the water on an annual basis.

WATER RIGHT AS RECORDED:

Water Right No. 45-07002

Basis: License

Date of Priority: 08/24/1967

Source: groundwater

Amount & Use:	irrigation	(2.52 cfs)	from 04/01 to 10/15
	commercial	(4.0 cfs)	from 05/15 to 12/01
	domestic	(0.40 cfs)	from 01/01 to 12/31

Point of Diversion: SESE, S22, T10S, R22E; Cassia County.

Place of Use: 126 acres within Lot 2 (SWNE), SE, S22, T10S, R22E; with commercial and domestic use within SESE, S22, T10S, R22E; Cassia County.

WATER RIGHT AS RECORDED:

Water Right No. 45-07512

Basis: License

Date of Priority: 09/28/1982

Source: groundwater

Amount: 1.57 cfs

Use: Commercial from 06/01 to 10/01

Point of Diversion: SESE, S22, T10S, R22E; Cassia County.

Place of Use: SESE, S22, T10S, R22E; Cassia County.

Claims have been filed in the Snake River Basin Adjudication.

WATER RIGHT NOS. 45-07002 & 45-07512 TO BE CHANGED by adding a second well to Water Right No. 45-07002 at existing point of diversion. A total of 5.57 cfs from combining these water rights to be used for commercial and domestic use from 01/01 to 12/31 with no change in irrigation of 126 acres from 04/01 to 10/31.

Any protest against approval of the proposed change of water right application must be filed with the Applicant and the Department of Water Resources, Southern Region, 222 Shoshone Street East, Twin Falls, ID 83301 on or before March 31, 1994.

R. Keith Higginson, Director

Published in South Idaho Press on 3/14 & 3/21/94.

RECORDED

MAY 11 1994



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

09-Mar-1994

R. KEITH HIGGINSON
Director

DENNIS M HERBOLD PRESIDENT
MAX HERBOLD INC
PO BOX 533
RUPERT ID 83350

Re: Application for Transfer No. 4309, (45-07002, 45-07512)

Dear Mr. Herbold:

The Department of Water Resources acknowledges receipt of your Application for Transfer.

This office has scheduled advertising the application in the South Idaho Press for 3/14 and 3/21/94. The advertisement will be published for two weeks, and a period of ten days following the second publication will be allowed for the submittal of protests.

If the application is protested, you will be sent a copy of the protest. The protest must be resolved before the application is approved or denied. If the protest is not resolved voluntarily, this Department will conduct a conference and/or hearing on the matter.

State Office personnel will conduct a complete review prior to final processing of the application and will notify you of the outcome of this review.

Please feel free to contact this office if you have any questions regarding this procedure.

Very truly yours,

James E. Stanton
Sr. Water Resource Agent

JS:MB

RECEIVED
MAY 11 1994

Spud packer may expand to Burley

By Alice Sherman Hansen
Times-News writer

RUPERT — A Rupert fresh-pack potato operation is considering expanding by buying a former Del Monte vegetable cannery west of Burley.

"We've entered into an agreement to purchase the property under certain conditions," said Dennis Herbold, president of Max Herbold Inc.

Herbold said the purchase is still "tentative," and will depend on the outcome of economic and environ-

mental investigations now under way.

"There is a good chance we'll use that property to continue the potato end of our business," Herbold said.

The company's Rupert fresh-pack spud plant will remain in full operation whether or not the additional facility is purchased, he said.

Herbold said he is still considering what function the Del Monte plant would serve, but as of Thursday remained undecided.

Del Monte closed the vegetable processing plant last summer as part of a consolidation plan. The compa-

ny is selling some of the canning equipment and moving the rest to other plants. The facility was built in 1968, Herbold said.

Part of what made the property attractive was its self-contained water supply including a water tower and adjacent farm ground, Herbold said.

The 127-acre parcel is located on Highway 30 between the Coors barley elevator and Ore-Ida Foods processing plant.

Max Herbold Inc. was launched in 1945 by Dennis' Herbold's father, for whom the company is named.

3-4-1994

MAY 11 1994

INTER-DEPARTMENT MEMO

TO: File

SUBJECT: Max Herbold Transfer

FROM: Jim Stanton

DATE: 3-2-94

Today I visited this property to do a pre-transfer exam. The processing plant appeared to be well maintained, which would indicate recent use; applicant stated that the plant was closed last year. Comparing the ASCS aerial photo to the quad map supplied by Mr. Herbold, it appears that 106 acres are irrigated instead of the 126 acres licensed. Assuming that the original license was correct, I would assume that the other ground is now used for other purposes. I did not walk the grounds, but am going by the land that shows as irrigated on the aerial photo. Since the transfer does not want to change the place of use, the SRBA review can determine the actual P/U. Given standard approval conditions, the proposal does not appear to be unreasonable. Total licensed volume under 45-7002 appears to be incorrect, as does domestic volume.

(x) For your information

() Response required

RECEIVED


signature

MAY 11 1994

T#4309

May 1, 1973

Re: License No. 45-7002

Del Monte Corporation
Burley,
Idaho 83318

Gentlemen:

Enclosed please find a copy of the Water License issued on the above
referenced permit.

Sincerely,

Bobby D. Fleenor
Assistant Director

kss

Enclosure

45-7002

April 11, 1973

Del Monte Corporation
Burley,
Idaho 83318

Gentlemen:

A representative of this Department has made an examination of the works covered by your Permit No. 45-7002 and has found the following:

Quantity of water diverted: 4.0 cfs

Amount of water that can be recognized as beneficially used under Idaho law: 4.0 cfs

The maximum quantity diverted shall not exceed 1,606.6 acre feet per year.

Beneficial use: Domestic, maintenance & food processing purposes within the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 22; irrigation of 126 acres within the SW $\frac{1}{4}$ NE $\frac{1}{4}$ (12), SE $\frac{1}{4}$ (114), Sec. 22; all in Twp. 10S, Rge. 22E, B.M.

Point of diversion: SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 22, Twp. 10S, Rge. 22E, B.M.

Priority date established: August 24, 1967

If you do not concur with these findings, please advise us within 10 days; otherwise, a license will be issued as set forth in this letter.

Sincerely,

BOBBY D. FLEENOR
Assistant Director

BDF:DR

45 7002

DEPARTMENT OF WATER ADMINISTRATION
FIELD REPORT

1. Name of permit holder Del Monte Corporation
Postoffice address Burley, Idaho Phone 678-9446
Person to contact _____ Phone _____

2. Source of water supply: Groundwater ☒ Surface water ☐ _____
(name spring, stream, etc.)
Tributary to _____

3. Water will be used for the following purposes:

Amount 5.0 c.f.s. for domestic & maintenance
_____ AF/Annum (nature of use)

Period of Use: from Jan. 1 to Dec. 31
(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for food processing
_____ AF/Annum (nature of use)

Period of Use: from May 15 to Dec. 1
(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for irrigation
_____ AF/Annum (nature of use)

Period of Use: from April 1 to Oct. 15
(mo.-day) inclusive (mo.-day)

Other uses: _____

Permit No. 45-7002
Examination for 6/2

4. Total amount to be appropriated:

Max Rate of Diversion 5.0 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

Township 10S N/S, Range 22E E/W, B.M., Section 22, Subdivision SE 1/4 SE 1/4, Cassia
County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4, _____
County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4, _____
County

Other Points of Diversions: _____

Description of diverting works: well, peerless pump, electric motor
(water from food processing is used as irrigation water; approx. 6 acres of land is
used by buildings, roadways, etc.)

Measuring device required: yes ☒ no ☐

6. Lands to be irrigated or place of use.

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
10S	22E	22			11										9	40	36	30	126
		22											(other uses)	X	X	X	X		

R.22 E.

45 7002

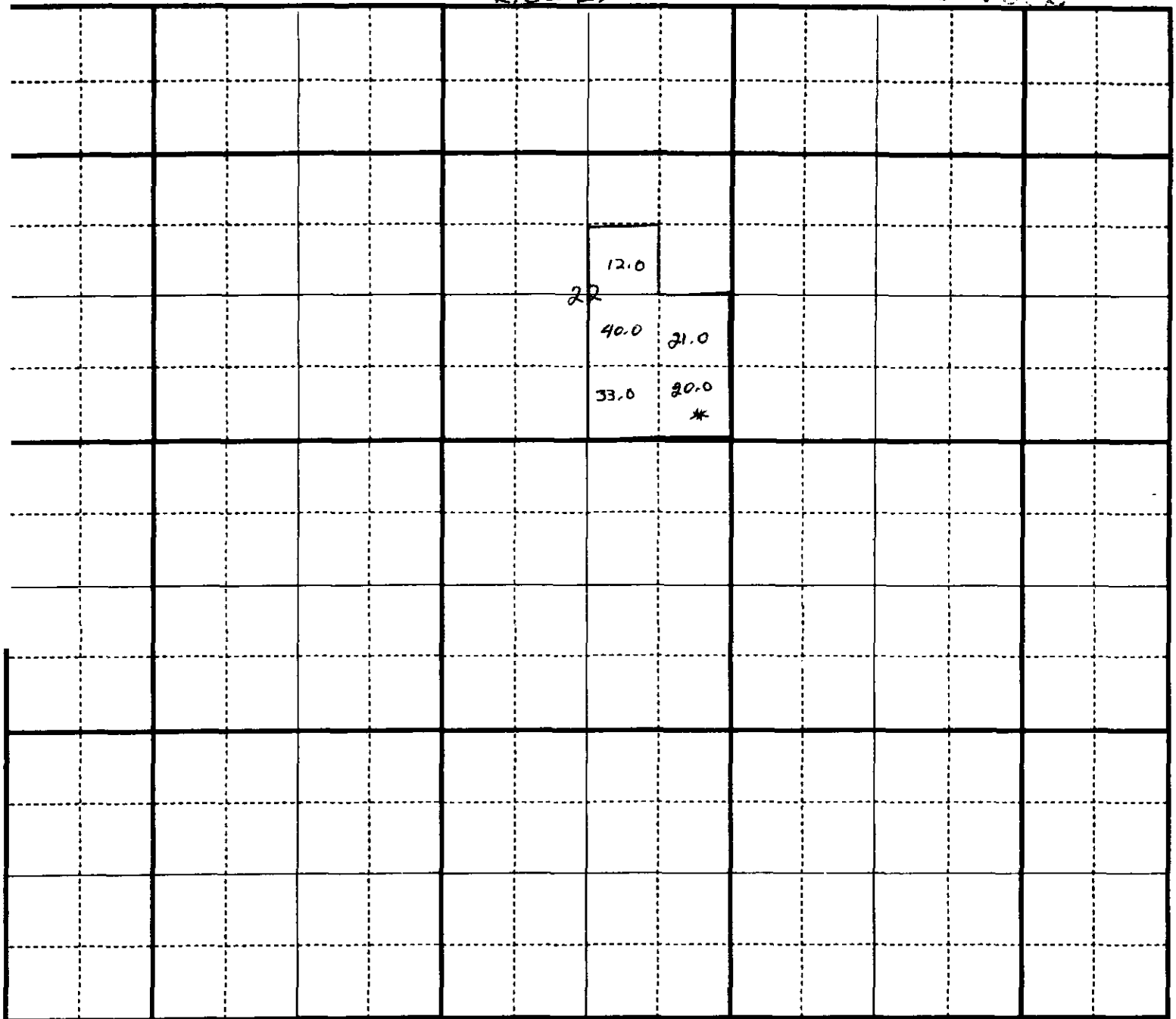
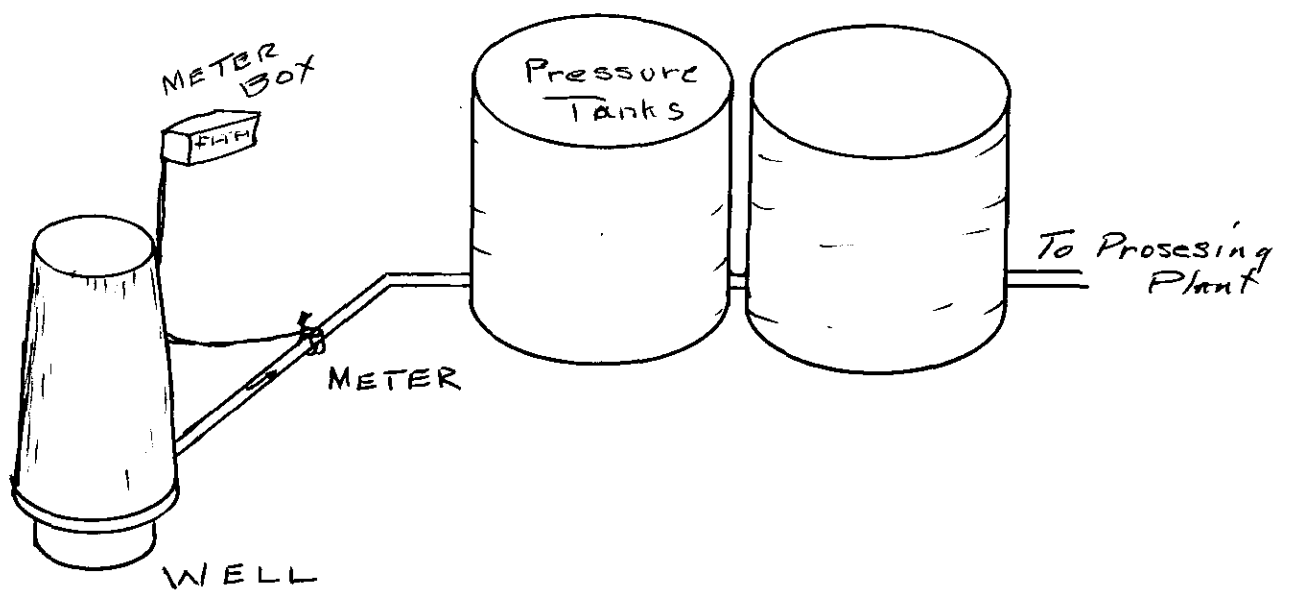


Diagram of System



DATE OF EXAM Oct 18, 1972

ACREAGE

Found 126.0 Ac.

Recommended 126.0 AC.

Irrigation Requirement 4.0 Ac Ft/Ac

USE

2.52

Irrigation Q = 4.0 c.f.s. V = 504.0 AF/Ann. from APRIL 1 to Oct 15

Domestic Q = .04 c.f.s. V = 0.60 AF/Ann. from JAN 1 to Dec 31

Commercial Livestock Q = 4.0 c.f.s. V = 1,576.0 AF/Ann. from MAY 15 to Dec 1

NOT TO EXCEED 4.0 C.F.S.

Is water co-mingled? yes no

Name source:

twp. N/S, Rge E/W, B.M., Sec. , Sub. 1/4 1/4

County

Exchange? yes no

Name source exchanged with:

twp. N/S, Rge E/W, B.M., Sec. , Sub. 1/4 1/4

County

Point of injection:

twp. N/S, Rge E/W, B.M., Sec. , Sub. 1/4 1/4

County

Point of exchange:

twp. N/S, Rge E/W, B.M., Sec. , Sub. 1/4 1/4

County

Total Q measured 1800 gal/MIN. = 4.0 CFS. Method of measurement SPARKLING METER

Total Q recommended 4.0 Meter No. 15473 Type SPARKLING Condition GOOD

Total V recommended ~~1606.6~~ 1606.6 DUA

Recommended Amendments:

P.D.

Place of Use

Other

None (NO)

MEASUREMENT CALCULATION:

IRR. Req X Acres = ACRES FT/ANN 4.0 X 126.0 = 504.0 AC FT/ANN

Commercial 4.0 X 198 X 199 days = 1,576.0 AC FT/ANN

.04 = 160 ALLOTMENT - DOMESTIC.

SYSTEM DESCRIPTION:

Hollow shaft Motor & Pump 200 Hp SER# J1418637

SPARKLING METER SER# 15473

Pump draws water to Processing Plant, then dumps into ditch and is conveyed for IRR.

REMARKS:

THE PROCESSING SYSTEM and DOMESTIC is
USED ONLY IN THE SE 1/4, Sec 22, 10S-22E

Examiner's Signature CARY FUNDZBURG

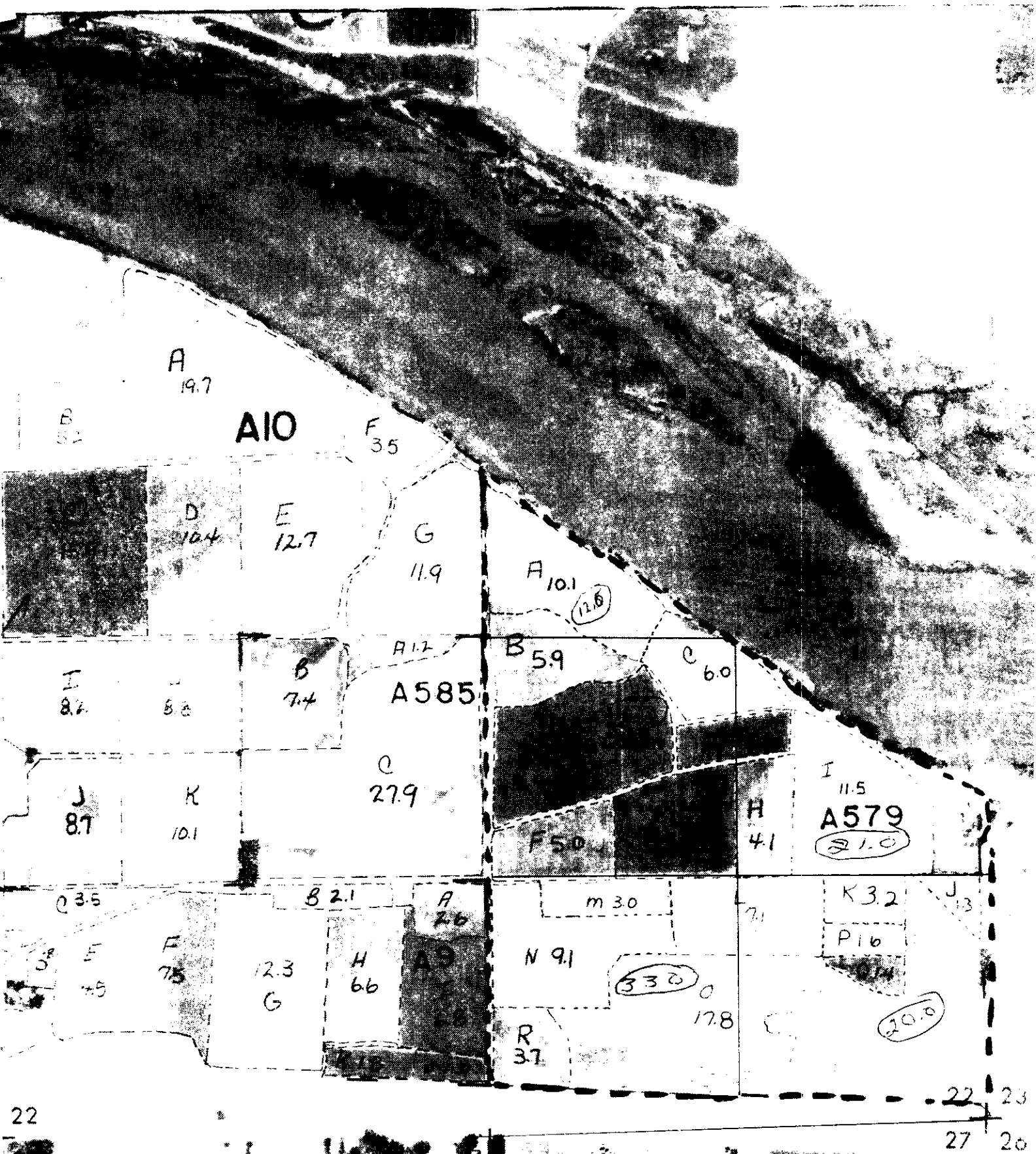
Date Oct 18, 1972

Checked by

Date

Approved by

Date



October 11, 1972

Re: Permit No. 45-7002

**Del Monte Corporation
Burley,
Idaho 83318**

Gentlemen:

We acknowledge receipt of your affidavit submitted as proof of beneficial use for the above referenced permit.

Before a license can be issued, a field examination must be made by a representative of this Department. We cannot tell just when this examination will be made, but our examiner will try to contact you at the time he makes the examination so that you may show him the system.

If you have any questions regarding the field exam, please contact our Southern District Office at 1041 Blue Lakes Blvd. North, Twin Falls, Idaho.

Very truly yours,

**BOBBY D. FLEENOR
Assistant Director**

BDF:DR

**cc: Southern District Office
Enc: Field exam report**

45 7002

Identification No. _____

Permit No. 45-7002

**STATE OF IDAHO
DEPARTMENT OF RECLAMATION**

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

RECEIVED

Department of Water Administration

1. a) Name of Permit Holder Del Monte Corporation
b) Post Office Address Burley, Idaho
2. Permit Number 45-7002
3. Date of Priority that you are prepared to establish August 24, 1967
4. a) Source from which water was appropriated Underground
b) Location of the point of diversion: SE 1/4 SE 1/4, Section 22
Township 10 S, Range 22 E, Boise Meridian, Other points of diversion:
5. a) The amount of water and use to which the water has been applied:
amount 2.0 CFS for Domestic and Maintenance purposes from Jan. 1 to Dec. 31 incl.
(cfs and/or acre feet per annum) (Month-Day) (Month-Day)
amount 4.02 CFS for Food Processing purposes from June 1 to Oct. 15 incl.
(cfs and/or acre feet per annum) (Month-Day) (Month-Day)
amount 2.0 CFS for Irrigation purposes from April 1 to Oct. 15 incl.
(cfs and/or acre feet per annum) (Month-Day) (Month-Day)
b) Total amount appropriated 4.02 CFS cfs and/or acre feet per annum
c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: Hershey - Sparling Flu-Meter - P. L. Wood - Plant Superintendent
6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:
a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use: _____
b) Describe the agreement or understanding by which you take water from the works: _____
7. a) Briefly describe the works for diverting and conveying the water to the place of use, (If from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) Deep Well - Peerless Pump 14LC Five Stage 10x10x16 1/2 Discharge Head - 200 H.P. Electric Motor - 20" Casing OTO 101' - 16" Casing 0' to 330' - Depth of Well 330'
b) Describe the type and size of measuring device which you have installed at your point of diversion: Sparling Meter 10" #78876 with Strip Chart Recorder
c) Give well drillers name and address and date the well was completed R. J. Strasser Drilling Co., Box 155, Rupert, Idaho
License #95 - Well Completed December 18, 1968

Exam typed 10-11-72 by dw

45 7002

8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use Food Processing in Connection with Canning.

9. Irrigation uses: Describe the lands irrigated by giving the acreages irrigated within each 40 acre subdivision:

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
10 S	22 E	22													20	40	40	20	120

Total number of acres irrigated 120

10. Remarks: Water From Food Processing is Used as Irrigation Water. Approximately 6 Acres.
of Land is Used by Buildings, Roadways, etc.

The above information is a true statement of the extent to which the above numbered permit has been developed.

9-22-72
 (Date)

Del Monte Corporation by A. R. Rogers
 (Signature) Office Supervisor

State of Idaho)
 County of CASSIA) ss.

On this 22 day of September, 19 72, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

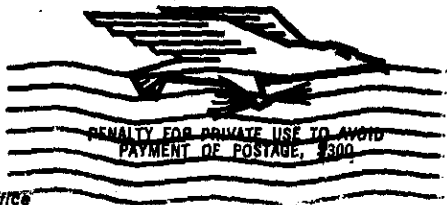
Michael D. Hoggan
 Notary Public residing at Burley, Idaho

My commission expires 3-2-76

U.S. POSTAL SERVICE
OFFICIAL BUSINESS



Postmark of Delivering Office



SENDER INSTRUCTIONS

Print in the space below your name, address, including ZIP Code.

- If special services are desired, check block(s) on other side.
- Moisten gummed ends and attach to back of article.

**RETURN
TO**

DEPARTMENT OF WATER ADMINISTRATION
STATEHOUSE - ANNEX #2
BOISE, IDAHO 83707

45 7012

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)

(Additional charges required for these services)

☐

Show to whom, date and address
where delivered

☐

Deliver **ONLY**
to addressee

RECEIPT

Received the numbered article described below

REGISTERED NO.

SIGNATURE OR NAME OF ADDRESSEE *(Must always be filled in)*

CERTIFIED NO.

23992

①

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

INSURED NO.

②

DATE DELIVERED

SHOW WHERE DELIVERED *(Only if requested, and include ZIP Code)*

9-2-76

③

45 7002

September 1, 1972

CERTIFIED MAIL

#23942

Re: Permit No. 45-7002

**Dal Monte Corporation
Burley,
Idaho 83318**

Gentlemen:

One of the conditions of approval of your water Permit No. 45-7002 (see last page of your approved permit) was that evidence of the extent of development be submitted as proof of application of water to beneficial use to this office on or before November 1, 1972. Enclosed is an affidavit form which must be used to submit the required proof of beneficial use.

If you have not fully completed your project, and you have not previously received an extension of time, you may request an extension of time provided the delay is for reasonable cause as indicated in Section 42-204, Idaho Code, amended. If you have been prevented from proceeding by a governmental agency or by litigation, more than one extension of time can be granted.

Either the beneficial use affidavit or a request for an extension of time must be received by this Department on or before the above mentioned date, otherwise the permit will lapse and be of no further force or effect.



**R. KEITH HIGGINSON
Director**

Enc: Proof affidavit
dr

45 7002

May 13, 1970

Re: Permit No. 45-7002

Mr. P. L. Wood
Area Superintendent
DEL MONTE CORPORATION
P.O. Box 458
Burley, Idaho 83318

Dear Mr. Wood:

Pursuant to your letter of May 12, 1970, we are enclosing the Department's form to be used in submitting proof of beneficial use. Attached to the form please find an instruction sheet which explains the procedure.

Please be advised that proof of beneficial use may be submitted to the Department at any time prior to the date set for making proof of beneficial use, if the water has indeed been put to beneficial use.

If you have any questions regarding this matter, please do not hesitate to contact us.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:DR
Enc: Proof affidavit

45-7002



Del Monte Corporation • Mountain States Division, Plant No. 134, P.O. Box 458, Burley, ID 83318 • Telephone (208) 678-9446

May 12, 1970

Department of Reclamation

Mr. Donald W. McEldowney
Water Rights Clerk
State of Idaho
Department of Reclamation
107 State House
Boise, Idaho 83701

Dear Mr. McEldowney:

We were issued an approved application permit No. 45-7002, to appropriate the public waters of the state of Idaho.

As part of the permit, a condition you made that: "Proof of construction of works and application of water to beneficial shall be submitted on or before November 1, 1972." We have subsequently completed construction of works and are beneficially using the water.

Report of Well driller dated January 19, 1968 has been submitted.

Please advise as to what further proof of construction and use may be required to fulfill the condition.

Sincerely yours,

DEL MONTE CORPORATION

A handwritten signature in dark ink, appearing to read "P. L. Wood", written over a horizontal line.

P. L. Wood
Area Superintendent

bs

45-7002

November 6, 1967

Re: Permit 45-7002

**Del Monte Corporation
Burley, Idaho**

Gentlemen:

We enclose a copy of your approved application for permit 45-7002 in which we direct your attention to the limitations and conditions as given on the fourth page under approval of the State Reclamation Engineer.

Very truly yours,

**Donald W. McEldowney
Water Rights Clerk**

DWM:nw

**Enclosure: Copy of application (2)
Receipt No. 33913 for \$40.00**

45 7002

Form 4

45-7002

October 5, 1967

Re: Applications No. 45-7011 & 45-7002

The World of Idaho
P.O. Box 190
Burley, Idaho 83318

Gentlemen:

Please be advised that we are in receipt of the affidavits for the above referenced applications. Enclosed are the bills of publication which we are returning to you. A State Warrant may not be issued until we have a certified bill. Please certify the bills and return them to us as soon as possible.

Very truly yours,

Donald W. McEldowney
Water Rights Clerk

DWM:ks

Enclosure: bills of publication
copy of instr. letter

45 7002

45-7002

**NOTICE OF APPLICATION
FOR WATER**

67-253

Notice is hereby given that ~~Del~~
Monte Corporation has on August
24, 1967 applied for permit to ~~di-~~
vert 5.0 cubic feet per second of
water from a subterranean source
under application No. 45-7002. Wa-
ter will be diverted by a well
a well within the ~~SE 1/4~~ SE 1/4, Sec.
22, T. 10 S., R. 22 E., B.M., Cassia
County and is to be used from
January 1 to December 31 for do-
mestic and maintenance and from
May 1 to December 1 for food
processing and from April 1 to
October 15 for irrigation in SW 1/4
NE 1/4, Sec. 22, T. 10 S., R. 22
E., B.M.

Any protest against this appli-
cation must be filed with the De-
partment of Reclamation within
ten days from the last date of
publication of this notice.

R. KEITH HIGGINSON

State Reclamation Engineer
Published in the World of Idaho
Burley, Idaho on September 25
and October 2, 1967.

RECEIVED

SEP 22 1967

1000-1000-1000

45-7002

Application for Permit 45-7002

As indicated by previous telephone conversations with Mr. R. L. Anderson, Division Manager, Del Monte Corporation, and there letter of September 21, 1967, the Del Monte Corporation will as soon as they have installed their complete facilities for the operation covered by application 45-7002 assist the Department of Reclamation in establishing guidelines to determine consumptive use and requirements for appropriations for this type of operation. Therefore, the department should follow through and obtain their assistance in establishing the required information.


Donald W. McEldowney
Water Rights Clerk

OUR NEW NAME IS

► DEL MONTE CORPORATION



California Packing Corporation

MOUNTAIN STATES DIVISION • P. O. BOX 991 • OGDEN • UTAH 84402 • TELEPHONE AREA CODE 801 • 394-9453

September 21, 1967

Mr. Donald W. McEldowney
Department of Reclamation
107 State House
Boise, Idaho 83701

Well Permit Application 45-7002

Dear Mr. McEldowney:

In response to your letter dated September 15, 1967 pertaining to the application for a well permit in the Burley area, the water is for pea and corn processing in connection with canning. Tentative plans are for a deep well pump with the capacity of 1800 to 2000 gallons per min. The setting will depend upon the water table level. We are investigating the possibility of a 250,000 gallon elevated water storage tank to supply 100,000 gallons for plant use and 150,000 gallons for fire protection. The proposed plant is located approximately three miles from Burley, and water for fire protection must be supplied from the proposed deep well.

Tentative plans are for a limited corn operation to begin in the Summer of 1968, with pea facilities to be added in 1969 and further corn expansion. Continued expansion for both peas and corn is being considered for 1969 depending upon the success of the operation. The water will be used for washing and fluming the raw product, blanching, quality grading, flotation washing, canning brine, still retorting or continuous cooking, clean up of plant equipment, boiler use, and drinking. A portion of the retort water will be used to supplement the fluming water. The water that comes in contact with the product will be used for sprinkler irrigation. Equipment and water requirements have not been finalized and are being developed as construction proceeds; however it is definite that a 70,000 lbs. of steam per hour boiler will be installed. To develop actual capacity of the system would be inaccurate at this time and perhaps a review at a later date would be more appropriate. A substantial investment is involved in the Burley installation, and it is quite important we have some idea as to the type and availability of water before a significant amount of construction funds is expended on this project.

If there are additional questions remaining unanswered, we would be glad to discuss at your earliest convenience.

Very truly yours,

R. L. Anderson
Division Manager

RLA:dm

45 7002

September 20, 1967

**Mr. Lawrence E. Alsop
Consulting Engineer
40 West 2000 South
Salt Lake City, Utah 84115**

Dear Larry:

We have received and reviewed the contract documents for the drilling of a well for the Del Monte Corporation, near Burley, Idaho.

We note in the specifications that it provides that bidders must hold a proper contractor's license to do the work. I wish to advise you that Idaho state law, as revised by the 1967 Legislative Session, requires that all well drillers be licensed by this office. I assume that you will require a driller licensed in Idaho, but wish to call this to your attention. This law also provides that wells must be drilled in accordance with minimum well construction standards as adopted by this department. At the present time the standards are in the drafting stage and may not be available at the time your well is drilled but I believe your specifications will fit the eventual standard.

Very truly yours,

**R. KEITH HIGGINS
State Reclamation Engineer**

RKH:ew

HAROLD A. LINKE, JR.
LAWRENCE E. ALSUP
ROBERT R. EMERSON
HUGH M. WHEELLOCK
JACK H. CRAVEN
BYRON E. MCGREGOR

TEMPLETON, LINKE AND ALSUP
CONSULTING ENGINEERS
40 WEST 2950 SOUTH
SALT LAKE CITY, UTAH 84115
TELEPHONE (801) 486-0138

REF. No.

September 18, 1957

State of Idaho
Dept. of Reclamation
State Capitol Bldg.
Boise, Idaho

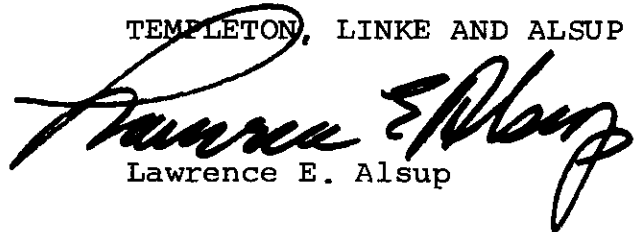
Gentlemen:

Enclosed is a set of Contract Documents for the construction of well for the Del Monte Corporation, in Burley, Idaho.

We would appreciate your review and approval of these documents.

Yours truly,

TEMPLETON, LINKE AND ALSUP


Lawrence E. Alsup

LEA:rw
Encl.

RECEIVED
SEP 19 1957

September 15, 1967

Re: Application 45-7002

**Del Monte Corporation
Burley, Idaho**

Gentlemen:

The Department of Reclamation is processing your application to appropriate the public waters of the State of Idaho.

However, before final action is taken on your application, the department will require a detailed resume of the system involved in order to justify the quantity of water you are claiming. This resume should include capacities of systems and methods of operations wherein you have determined that you require 5 c.f.s. of the waters of a subterranean source to be used for domestic and maintenance, food processing, and irrigation.

You are requested to reply to this letter within 30 days of its date.

Very truly yours,

**Donald W. McEldowney
Water Rights Clerk**

DWM:nw

45 7002

September 14, 1967

Re: Application No. 45-7002

The World of Idaho
Burley,
Idaho 83316

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for proofing before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted assuming the notice is correct. If we have any corrections, we will notify you before the first publication date. If you can not publish the notice on the proposed dates, please contact us immediately.

The expense of this publication is to be paid by the Department of Reclamation to whom you must furnish an affidavit of publication with the bill as soon as the publication is completed.

Very truly yours,

Donald W. McEldowney
Water Rights Clerk

DMH:ks

Enclosure: legal notice

P.S. Please send a certified bill.

NOTICE OF APPLICATION FOR WATER

Notice is hereby given that Del Monte Corporation
August 24, 1967
has on _____ applied for permit to (divert) (store)
5.0 (cubic feet per second) (zero feet) of water from a sub-
terranean source under application No. 45-7002. Water will be
diverted by a well within the SE1/4, Sec. 22, T. 10 S,
R. 22 E, B.M., Cassia County and is to be used from January 1 to December
31 for domestic and maintenance and from May 15 to December 1 for feed processing
to 10/15/67 and from April 1 to October 15 for irrigation
in SW1/4, SE1/4, Sec. 22, T. 10 S, R. 22 E, B.M.

Any protest against this application must be filed with the Department
of Reclamation within ten days from the last date of publication of this
notice.

R. KEITH HIGGINSON

State Reclamation Engineer

World of Idaho

Burley

Published September 21 September 28, _____.

Idaho, on _____ and _____.

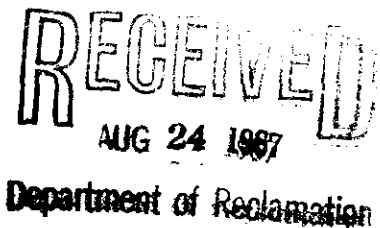
DEL MONTE CORPORATION
formerly
California Packing Corporation



MOUNTAIN STATES DIVISION • P. O. BOX 991 • OGDEN • UTAH 84402 • TELEPHONE AREA CODE 801 • 394-9453

August 22, 1967

Mr. Keith Higginson
Dept. of Reclamation
Room 107 Statehouse
Boise, Idaho 83701



Dear Mr. Higgins:

Please find attached, a check and two copies of an application for a well permit in Cassia County, State of Idaho. Would you acknowledge receipt, and return one to the writer. The forms were prepared in accordance with the permit instructions and forms forwarded from your office to the Del Monte Corporation.

Present plans call for limited corn production to begin in August, 1968. Construction of the plant buildings should start about September 15. It is quite important we have some idea as to the type and availability of water before any significant amount of construction funds is expended on this project. Would you please process at your earliest convenience.

Very truly yours,

DEL MONTE CORPORATION, Formerly
CALIFORNIA PACKING CORPORATION
P.O. Box 991
Ogden, Utah

By *P. L. Anderson*
Division Manager

RLA:dm

45 7092

CONTRACT, DOCUMENTS AND SPECIFICATIONS
FOR
DEL MONTE CORPORATION
BURLEY, IDAHO
FOR
DEEP WELL

SEPTEMBER, 1967

40
Date of Revision

INDEX

NOTICE TO CONTRACTORS
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PROPOSAL
SCHEDULE OF PRICES

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B	1 thru 28
C	
D and Higher	

GENERAL REQUIREMENTS

General Conditions
Contract
Payment and Performance Bonds
Not Included

DIVISION II

<u>Sec.</u>	<u>Par.</u>
I	I thru 14
II and Higher	

CONSTRUCTION OF DEEP WELL

Scope of Work
Not Included

DIVISION III

<u>Sec.</u>	<u>Par.</u>
I	I
II and Higher	

SPECIAL CONDITIONS

Guarantee of Work
Not Included

DIVISION IV AND HIGHER

NOT INCLUDED

NOTICE TO CONTRACTORS

Notice is hereby given that the Del Monte Corporation at Burley, Idaho proposes to make the following improvements, to wit: Construct a Deep Well according to plans and specifications on file at the office of Templeton, Linke and Alsup, Consulting Engineers, 40 West 2950 South Street, Salt Lake City, Utah. Sealed bids are invited for furnishing all labor, materials, equipment and tools necessary to complete said work and will be received at the office of the Del Monte Corporation, Burley, Idaho until 10:00 A.M. on the _____ day of _____, 1967 at which time and place all bids will be opened and publicly read.

Instructions to bidders, plans and specifications for said improvements may be seen and examined at the Corporation's office in Burley, Idaho or the office of the Consulting Engineers in Salt Lake City, Utah. Copies of the plans and specifications may be obtained by depositing Ten Dollars (\$10.00) with the Consulting Engineers' office for each set of documents so obtained. The amount of the deposit fee for the documents will be refunded to the bidder or bidders who return such sets of documents in good condition within seven (7) days after the opening of bids.

The minimum wage for crafts performing work under this contract shall be as determined by the State Industrial Commission.

The Owner reserves the privilege to reject any and all bids or to waive any irregularities in any bid or bids.

Del Monte Corporation

INSTRUCTIONS TO BIDDERS

1. Each proposal must be on the form furnished by the Consulting Engineers, enclosed in a sealed envelope and addressed to the Del Monte Corporation, Burley, Idaho. The envelope shall carry the notation "Deep Well".

2. No bid will be received or considered unless accompanied by a certified check, cashier's check or bid bond drawn to the order of the Del Monte Corporation, in the amount of five percent (5%) of the total bid price.

3. If the successful bidder shall fail to execute his contract according to the terms of his bid and furnish a performance bond equal to 100% of the amount of his total bid price from a legally qualified Surety Company, within seven (7) days after written notice has been given him, or mailed to his given address, that the contract has been awarded to him, then his proposal guarantee shall be forfeited to and retained by the Del Monte Corporation as liquidated damage for such failure.

4. All bids must be signed with the full names and addresses of bidders. When the bidder is a firm or corporation, the bid must be signed in the name of the bidder and must bear the signature in longhand of the persons duly authorized to sign the bid.

5. Resident or business address of bidders must be given, to which address all communications or notices will be sent. The mailing of a notice to such address will be considered as the service of the same.

6. These instructions are to be construed with and made a part of the contract.

7. All proposals shall be made and received with the express understanding that the bidder accepts the terms and conditions contained in the form of the contract bound herein.

8. Transfer of contract or of interest in this contract is prohibited.

9. Bidders must present evidence that they possess sufficient experience in the type of work contemplated, that they are fully prepared with the necessary capital, materials, and equipment to complete the contract in accordance with the plans and specifications, and that they hold a proper contractor's license to do the work.

10. Bids will be accepted only upon the proposal form attached hereto and made a part of the specifications. Numbers shall be stated both in writing and figures and signatures in longhand.

11. The Owner reserves the right to award the contract on any combination of any one or all of the schedules.

12. The minimum wage for crafts performing work under this contract shall be as determined by the State Industrial Commission.

13. For further information, apply in writing to Templeton, Linke and Alsup, Consulting Engineers, 40 West 2950 South Street, Salt Lake City, Utah.

PROPOSAL

TO: BOARD OF DIRECTORS
DEL MONTE CORPORATION
BURLEY, IDAHO

Gentlemen:

The undersigned hereby declares, as bidder, that he personally examined the site of the herein proposed work, that the only persons or parties interested in this proposal as principals are those named herein, that this bid is made without any connection with any other person, or persons, making a bid for the same purpose, that he has read the Notice to Contractors, the General Instructions to Bidders, the form of Contract and Bond, the Specifications bound herewith and made a part of the contract, and he proposes and agrees that if this bid, as submitted in the attached schedule, is accepted, he will contract in the attached form to perform all the work mentioned in the form of Agreement and the Specifications and to complete the same within the time therein specified after the date of notification by the Engineer to proceed with the work, and will furnish the required bonds all within ten days after date of mailing Notice of Acceptance to him at his address as given below, and that he will accept in full payment therefor the prices named in the attached schedule. Said prices are to include and cover the furnishing of all things necessary to the completion of the work including but not limited to all tools, equipment, labor, supervision, power and transportation necessary to complete the entire work in a proper and workmanlike manner according to the terms and conditions and in the manner set forth in the specifications and form of the contract, and under penalty of the bond hereto attached, and to the full satisfaction and acceptance of the Board.

DEL MONTE CORPORATION
CONSTRUCTING DEEP WELL
BURLEY, IDAHO
SCHEDULE OF PRICES

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
1.	Drill using cable tool method furnish and install a 20" dia. casing to Lava rock formation. Furnish and install 16" dia. casing from the top of the well to the bottom of the 20" casing.	180 feet		
	<u>Dollars</u> _____ <u>Cents</u> _____ per foot (written)		\$ _____ (per foot)	\$ _____
2.	Drill and install and perforate 16" casing from Lava rock to the bottom of the hole for the unit price of	420 feet		
	<u>Dollars</u> _____ <u>Cents</u> _____		\$ _____ (per foot)	\$ _____
3.	Perforating of 16" casing from top of 20" casing to bottom of hole for the unit price of			
	<u>Dollars</u> _____ <u>Cents</u> _____ per foot (written)		\$ _____ (per foot)	\$ _____
4.	Install 20" hole new first casing, including rental of pump, fuel in pump, salary of operator, and transportation to and from well site.	25 hours		
	<u>Dollars</u> _____ <u>Cents</u> _____ per hour (written)		\$ _____ (per hour)	\$ _____

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.	Surging and cleaning well	12 hours		
	Dollars _____ Cents _____ per hour (written)		\$ _____ \$ _____ (per hr.)	
6.	Furnish and jet into place along side of well casing 2" pipe 70' in depth and pump a cement slurry around well casing and between 16" and 20" dia. casing for the unit price of	300 sacks		
	Dollars _____ Cents _____ per sack (written)		\$ _____ \$ _____ (per sack)	
TOTAL AMOUNT			\$ _____	

The following is the name and place of business of the Surety Company which will sign the attached bonds each in the amount of 100% of the bid as surety if the work is awarded to the undersigned:

of _____

Local Agent _____

Address _____

It is hereby agreed that the Owner has the right to reject this proposal, or to award the above described work to the undersigned at the prices stipulated. If the proposal is rejected, then the enclosed check for 5% of the amount of bid, which is made payable to the Owner, shall be returned to the undersigned as provided in General Instructions to Bidders. If the proposal is accepted and the work is awarded and the undersigned shall fail to enter into a contract of the form and terms hereto attached within ten days after the award shall have been made, then the said check shall be cashed and the amount thereof paid into the Treasury of the Owner as liquidated damages for the failure of the undersigned to comply with the terms of this proposal.

Receipt of Addenda No. _____ is hereby acknowledged.

Name and Address of Corporation, or if Partnership name of business, if Individual name of business.

If Partnership, name and address of partners.

If Individual, name and address of individual.

Signature of person submitting bid: _____

Title: _____

CERTIFICATION OF REGISTRATION

This is to certify that I or We _____
the undersigned, is a Registered Contractor in the State of _____
and that I or We hold License No. _____, as issued by the
State Commission of Business Regulations, _____
Date _____

licensing me or us to practice as a _____
Type of Work _____
Contractor in said State.

Contractor*

By _____

*Signer, title and address, same as above.

DIVISION I

GENERAL REQUIREMENTS

SECTION - I-A

GENERAL CONDITIONS

I.A.1. SCOPE OF WORK. The work embraced in and to be done under this contract consists of the furnishing of all things necessary to the completion of the work including but not limited to all tools, equipment, labor, supervision, power and transportation necessary for the construction and satisfactory completion of all the work herein specified, in accordance with the specifications and drawings accompanying and made a part of the contract. It does not include material specifically designated as being furnished by the Owner in Section: MATERIAL FURNISHED BY OWNER.

~~I.A.2. BOARD. Whenever in these specifications, in the contract, or in any instrument in which these specifications govern, the word "Board" occurs, it shall be interpreted to mean the "Board of Trustees, Councilmen or Commissioners" empowered to transact business for the Owner.~~

I.A.3. ENGINEER. The word "Engineer" used in these specifications or in the contract shall be understood to mean "Templeton, Linke and Alsup, Consulting Engineers", acting as agents for the Owner. They will be represented on the work by assistants and inspectors with authority to act for them and inspect the work.

I.A.4. BIDDER. The word "Bidder" used in these specifications, or in the contract, shall be interpreted to mean any individual, firm, partnership or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

I.A.5. CONTRACTOR. The word "Contractor" whenever it appears in these specifications, or in the contract, shall be interpreted to mean the individual, firm, partnership or corporation undertaking the execution of the work under the terms of the contract, acting directly or through his, or its, lawful agency or employees.

I.A.6. OWNER. Wherever in these specifications, the contract, or any supplementary agreements or instruments in which these specifications govern, the word "Owner" appears, it shall be interpreted to mean the "Owner" as set forth in the Notice to Contractors.

I.A.7. LAWS AND ORDINANCES. The Contractor shall observe all "Federal and State Laws and all County and Local Ordinances" that in any way affect the operations required in the construction of the work herein contemplated. No equipment shall be used on streets or roadway right-of-way that are equipped with cleats or other injurious parts that may cause damage. No traffic, street, or control signs shall be removed until sanctioned by the body having jurisdiction, and the Contractor shall save the Owner harmless from any accident or claim of damage which results from a failure to comply with the above instructions.

I.A.8. WORK. The word "Work" shall be interpreted to mean all of the "Work" described in these specifications, the detail specifications, the contract, or indicated on the drawings as identified in Section: DRAWINGS as the contemplated improvement covered by this contract.

I.A.9. ACCEPTABLE MATERIAL. No material shall be used in the work until it has been tested and approved by the Engineer. All material shall be manufactured in the United States. Only new material and equipment shall be used in the work. The Engineer and his assistants shall have free access to all parts of the work where any part of the material to be used is procured, manufactured, prepared or stored. The Contractor shall furnish the Engineer with all information relating to the work and the material therefor which the Engineer may deem necessary or pertinent, together with such samples of materials as may be required. The Contractor shall, at his own expense, install such machinery and apparatus as the Engineer may deem necessary for the proper gauging, weighing, testing, and proportioning of the materials used and shall utilize these in such manner as the Engineer may direct.

I.A.10 DRAWINGS AND SPECIFICATIONS. All work shall be done by the Contractor in exact conformity to the drawings and specifications accompanying and made a part of the contract.

I.A.11. LINE, GRADE AND MEASUREMENT STAKES.

a. Pipeline, Curb and Gutter, Road, Sidewalk. The Engineer will furnish alignment data in the form of offset stakes or markers located a convenient distance from the centerline of the pipe, street, sidewalk, curb and gutter and referenced to the centerline of the work.

Grade data will be furnished in the form of cut stakes or marks and bench marks located a convenient distance from the centerline of the work.

The Contractor shall transfer line and grade from the stakes or marks referred to above, to the work and shall be responsible for the accuracy of the measurements from the stakes or marks to the work.

Where grades are shown on the plans or noted on cut stakes, the Contractor at all time shall have a minimum of 150 feet of grade line stretched ahead of the work and 100 feet behind.

In the case of water lines where grades are not indicated on the plans and where minimum cover is shown on the plans, the Engineer will not set grade stakes. The depth of cut will be sufficient to provide the specified cover.

Pipe, roads, sidewalks, curb and gutter in plant sites will be staked as described in "c" below.

b. Structures. Structures on pipelines, roads, curb, gutter, and sidewalks will be staked as described in "a" above. Structures in plant site areas will be staked as described in "c" below.

c. Plant Site Areas. The Engineer will furnish only basic reference lines and bench marks from which the Contractor shall establish such other points as he may need, except as otherwise specified herein. The protection and care of such stakes shall be the responsibility of the Contractor and any stakes lost or destroyed will be replaced only at the Contractor's expense.

The accuracy of all the Contractor's stakes, alignments and grades are the responsibility of the Contractor. However, the Engineer has the discretionary right to check the Contractor's stakes, alignments and grades at any time.

Survey stakes, marks, grades etc. set by the Contractor shall be established far enough ahead of their use so the Engineer may have four hours during normal working time, to check the work prior to use by the Contractor. The Contractor shall notify the Engineer when the work is ready to check. Over-time cost and other cost incurred by the Engineer to accelerate this schedule for the Contractor's convenience will be charged against the Contractor.

d. Request for Survey. The Contractor shall make a request that the Engineer set stakes at least three days before the Contractor plans to enter a new sector. The Engineer shall set and show the Contractor the stakes within the three day period. After the stakes have been shown to the Contractor, he will be given full responsibility for the safety of the stakes.

e. Responsibility for Stakes. The Contractor shall be responsible for the preservation of all stakes set by the Engineer and shall reimburse the Engineer through deduction from payment for the work at a rate of \$10.00 for each stake or bench mark that has been moved or destroyed that is reset by the Engineer.

I.A.12. INSPECTION. All phases of the work shall be subject to inspection by the Engineer or his inspector. The Contractor shall furnish the inspector, at all times, with reasonable facilities for obtaining such information as he may desire regarding the progress and method of doing the work, as well as the character of the materials being used.

Inspection by the Engineer or the Owner does not excuse full compliance with the plans, specifications and the contract.

All tests herein provided must be conducted according to methods set forth in the specifications.

I.A.13. PROTECTING MONUMENTS AND STAKES. The Contractor shall not disturb any monuments or stakes found on the line of the improvements until ordered by the Engineer. A penalty of Fifty Dollars (\$50.00) will be imposed for each monument disturbed without orders. In case any stakes have to be replaced by the Engineer, the Contractor shall be charged the expense thereof, any such penalties imposed and expenses incurred shall be deducted from his estimate.

I.A.14. INCIDENTAL WORK. All minor details of work which are not shown on the drawings, as well as such items which are not specifically mentioned in the specifications, but are obviously necessary for the proper completion of the work, shall be considered as incidental, and as being a part of and included with the work for which prices are given in the proposal, and no extra compensation shall be allowed the Contractor for the performance thereof.

I.A.15. ENGINEER, WHEN WANTED. The Contractor shall give (72) seventy-two hours notice when he will require the services of the Engineer for establishing basic survey control or for relocation of Engineer's points which have been destroyed. The Contractor shall dig all stake holes necessary to give grades. On structural contracts, he shall furnish and keep on the work at all times, a spirit level, a builders transit; tapes, level rods, plumb bobs, straight edge and incidental surveyors equipment of such type and size as most suited for the work under construction.

I.A.16. DEFECTIVE WORK. No work, which may be defective in its construction or deficient in any of the requirements of these specifications, will be considered as accepted in consequence of the failure of any officers of the Owner, or Inspector connected with the work, to point out said defects or deficiencies during construction, and the Contractor shall correct any imperfect work, whenever discovered, before the final acceptance of the work by the Owner, and all work done shall be subject to the guarantee as set forth in the contract and bond.

I.A.17. USE OF OWNER'S WATER SUPPLY. Contractors desiring to use water from the Owner's water system shall first obtain approval from the Owner and shall conform to the rules, regulations and ordinances of the Owner. He shall under no circumstances use water from fire hydrants or other sources until he has first contacted and made adequate arrangements with the Owner for its use in either construction testing, sprinkling or for other operations.

I.A.18. MOVING PROPERTY OF PUBLIC UTILITIES. In case the Engineer determines that it should be necessary to move the property of any public utility or franchise, such public utility or franchise will, upon proper application by the Contractor, be notified by the Engineer to move such property within a specified reasonable time, and the Contractor shall not interfere with said property until after the expiration of the time specified, and then only as agreed by the Engineer.

I.A.19. RIGHTS OF PUBLIC UTILITIES. The right is reserved to public utilities and franchises to enter upon the street or public property for the purpose of making repairs or changes to their system that may become necessary by the work. The public utility or franchise shall also have the privilege of entering upon the street or public property for the purpose of extending, maintaining, or repairing any of their facilities.

I.A.20. QUANTITIES AND UNIT PRICES. The quantities noted in the schedule or proposal are approximations for comparing bids, and no claim shall be made against the Owner for excess or deficiency therein, absolute or relative. Payment at the lump sum or unit prices agreed upon will be in full for the completed work and will cover all materials, supplies, labor, tools, machinery and all other expenditures incident to a complete and satisfactory compliance with the contract. Any item for which a unit price is shown in the schedule may be increased or decreased or entirely eliminated as the interests of the Owner shall appear provided said increase or decrease does not change the value of the contract more than twenty percent (20%). If increases or decreases exceed 20% or if the conditions change the item shall be negotiated as described in Paragraph I.B.2 - EXTRA WORK.

I.A.21. LABOR RELATIONS - WAGE RATES. The Contractor shall fully comply with all current laws of the State of ~~Utah~~^{Idaho} and United States of America governing labor relations, the posting of wage scales, hourly or otherwise, being paid to each and all employees engaged on this project work, and he shall not pay any employee less than the current minimum wage, as established by the ~~Utah~~ State Industrial Commission, for the particular type or class of work being done by each and every employee. All other pertinent matters pertaining to labor relations, as required under the laws of the State of ~~Utah~~ or United States of America, shall be fully complied with. Failure to comply with the above laws shall be just cause for holding up contract payments by the Owner until proper clearances are verified by proper State or Federal Agencies and the Owner assumes no responsibility for such action as required under said laws.

I.A.22. TAXES - STATE AND FEDERAL. The Contractor shall be responsible for and shall assume and pay any and all sales taxes or other taxes and costs levied or assessed by the State of ~~Utah~~, other States or by the Federal Government, against any purchases of material, equipment, etc., made by him or others and contemplated to be or actually used on this contract work.

I.A.23. INSURANCE - PUBLIC LIABILITY AND PROPERTY DAMAGE.

The Contractor shall provide proof of the Owner that he has proper insurance coverage to protect his employees, as required under the Laws of the State of Utah, and he shall provide, in force, public liability and property damage due to his construction operations, and that will protect and save the Owner harmless from law suits or claims arising out of such operation, in an amount not less than:

Injury or death to one person	\$100,000
Injury or death to more than one person in any one accident	\$200,000
Property damage from any one accident	\$ 50,000
Builders Risk, fire and extended coverage in an amount adequate to protect the Owner.	

Prior to starting operations the Contractor shall present, to the Engineer, a certificate signed by the proper official of an acceptable and approved insurance agency or company stating, in fact, the amount of public liability and property damage insurance the Contractor has, in force, and further guaranteeing to notify said Engineer in the event said insurance coverage is cancelled, for any reason whatsoever, or expired during the time or before completion of the Contractor's work.

I.A.24. AUTOMOBILE PUBLIC LIABILITY INSURANCE. If and whenever any Contractor or sub-contractor in carrying out the contract operations shall use and operate automobiles, trucks or other vehicles on public streets and highways, each such contractor or sub-contractor shall carry full expense of Automobile Public Liability Insurance with limits of not less than \$40,000 for any one person and not less than \$80,000 for any one accident.

I.A.25. PATENTS AND COPYRIGHTS. Under any and all work of this contract, the Contractor shall hold and save the Owner, its agents and employees harmless from liability of any kind, including costs and expense, for or on account of any copyrighted or uncopyrighted composition, secret process, patented or unpatented inventions, articles or appliances manufactured or used in the performance of the work under this contract, including their use by the Owner, unless otherwise specifically stipulated in this contract.

I.A.26. INTERPRETATION OF SPECIFICATIONS. The specifications are intended to be self-explanatory but should any discrepancy appear or any misunderstanding arise as to the import of anything contained herein, the matter shall be referred to the Engineer, whose interpretation shall decide the same in accordance with their true intent and meaning.

I.A.27. INFORMATION FURNISHED BY THE ENGINEER. Any part of the work which is not mentioned in these specifications, but is shown on the drawings, or any part not shown on the drawings but described in the specifications, shall be furnished and installed by the Contractor as if fully described in the specifications and shown on the drawings. The Engineer will furnish from time to time such detail drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

I.A.28. SUBMISSION AND APPROVAL OF MATERIAL AND EQUIPMENT, DRAWINGS AND RELATED DATA. Fabricated materials or equipment to be incorporated in the work shall be approved by the Engineer prior to fabrication of same, and in ample time to permit satisfactory progress of the work. The Contractor first shall obtain and check manufacturers' shop drawings and other pertinent data for conformance with all requirements of the drawings and specifications. After completion of such checking and verification, the Contractor shall submit such shop drawings and pertinent data to the Engineer for approval. It shall be in such detail as the Engineer may require for informing himself as to the design, installation and operation of such items. The Engineer will require a minimum of four (4) prints of all material and equipment drawings for approval.

The Contractor, at his own expense, shall make such changes in the above drawings as may be found necessary by the Engineer to make the same conform to the drawings and specifications. Prior to the approval of such drawings, any work which the Contractor may do on fabrications covered by the same is at his own risk, as the Owner will not be responsible for any expense incurred by the Contractor for changes to make the same conform to the drawings as finally approved.

Drawings of minor incidental fabricated materials and equipment may not be required by the Engineer; however, the Contractor shall furnish to the Engineer tabulated lists of such fabrications from time to time, showing the names of the manufacturers and catalog numbers, together with samples or general data, as may be required to permit intelligent determination as to their acceptability for incorporation in the work.

The Contractor shall furnish complete installation, operating, maintenance, and lubrication instructions in triplicate on all equipment. Installation of equipment shall not begin until the above required instructions covering that part of the equipment have been supplied to the Engineer.

Approval of materials, fixtures and equipment under this contract shall not be construed as authorizing any deviations from the specifications unless the attention of the Engineer has been directed, in writing, to the specific deviations. No deviation in layout and arrangement of materials, fixtures and equipment from that shown on the contract drawings shall be permitted without written approval from the Engineer. Compliance with the above provisions is the sole responsibility of the Contractor.

I.A.29. SELECTION OF MATERIAL. Materials or equipment noted on the drawings and in specifications by the trade or manufacturer's name are so designated primarily to establish standards of quality, finish, appearance, ruggedness of construction, and performance. It is not the intent to limit the choice of materials and equipment to the specific product designated.

The Contractor will be allowed to submit requests to substitute equal items of equipment and material for those items which the Owner has not expressed a designated type and manufacturer in the award of the contract.

Such requests shall be made in writing, and shall be accompanied by complete data on which the Engineer may make determination on the merits of the proposed substitution. The written request shall state how the product proposed for substitution compares with or differs from the designated product in composition, size, arrangement, performance, etc., and shall show conclusively that the proposed substitute is equal in all respects to that which is shown on the drawings or specified. If, in the opinion of the Engineer, the proposed product is equal to or better than the designated product, it may be approved for use, subject, however, to all applicable provisions of the specifications.

On items of equipment for which the Owner requested the Bidder to submit alternate bids on equipment as made by three manufacturers, the Bidder will submit bids on equipment as manufactured by at least two of the manufacturers listed in the specifications and may submit a bid from one other he may select whether or not the name appears on the list. The Owner will be given a choice of at least two from which to select and preferably three. The selection will be based on quality, conformity to the specifications, efficiency, past experience, maintenance, cost, etc. The Owner will select the item and manufacturer and award the contract based on this selection. Substitutions will not be allowed after the selection is made.

All specific requirements of the specifications must be adhered to and all modifications shall be made in the article specified by trade name, type, or model of manufacturer's equipment to make it conform to the specific requirements of the specifications.

Materials of a general description shall be the best of their several kinds, free from defects and adapted to the use for which provided.

The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing Materials or other recognized standards where applicable.

All material and workmanship of whatever description shall be subject to the inspection of, and rejection by, the Engineer, if not in conformance with the specifications. All defective work or materials shall be removed from the premises by the Contractor, whether in place or not, and shall be replaced or renewed as directed by the Engineer.

On all questions concerning the acceptability of materials, classification of materials, execution of the work, conflicting interest of contractors performing related work, and the determination of costs, the decision of the Engineer shall be final and binding upon all parties.

I.A.30. WATER. The Contractor shall construct all facilities necessary to furnish water for his use during construction. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water. ~~The Owner shall furnish water at no cost for flushing, testing and chlorinating. The Contractor shall pay for water from the Owner's supply used for other purposes at the rate of twenty five cents (25¢) per 1000 gallons.~~ T. L. A

I.A.31. PERMITS AND LICENSES. The Contractor shall, at his expense, obtain all necessary permits and licenses for the construction of the project and give all notices necessary and incidental to the due and lawful prosecution of the work.

Any work performed within the limits of a Railroad right-of-way shall be subject at all times to inspection by a representative of the railroad, the cost of which shall be borne by the Contractor. The Contractor shall make prompt remittance to the railroad of invoice submitted for such services. Also in addition to the insurance required under Paragraph I.A.23, the Contractor shall provide to the railroads insurance and furnish certificates therefor as required by the railroad company.

I.A.32. CONSTRUCTION DRAWINGS AND SPECIFICATIONS. The Owner will furnish the Contractor with 10 sets of drawings, specifications, addenda, if any, contract and other contract documents at the time he is notified to proceed. The Contractor will be furnished with five copies of revisions that may be made during the course of construction. Additional sets or portions of sets will be made available for the cost of reproducing and handling.

SECTION - I-B

CONTRACT

THIS AGREEMENT, made and entered into this _____
day of _____, 196__ between _____

Party of the First Part, hereinafter called the Owner, and

Party of the Second Part,
hereinafter called the Contractor:

WITNESSETH: That the said Contractor having been awarded the
contract for _____

in accordance with the proposal therefor, which is bound herewith,
and for and in consideration of the premises and of the covenants
and agreements and of the payments herein specified, to be made
and performed by the Owner, hereby covenants and agrees to and
with the Owner to undertake and execute all of the said names work,
in good substantial and workmanlike manner, and to furnish all things
necessary to the completion of the work including but not limited to
all tools, equipment, labor, supervision, power and transportation
necessary to properly perform and complete the work, ready for use,
in strict accordance with the attached specifications and drawings,
identified in the specifications, and under the guarantees and penalty
expressed in the attached bond, which are hereby declared and accept-
ed as essential parts of this agreement, and to accept as full compensa-
tion therefor the unit prices or lump sum as bid and named in the
proposal attached hereto and made a part hereof.

I.B.1. WHAT THE CONTRACT PRICE INCLUDES. The prices named
in the proposal attached hereto are for the completed work, and
include the furnishing of all things necessary to the completion of
the work including but not limited to all tools, equipment, labor,
supervision, power and transportation, connected with the proper
execution of the work, in accordance with the drawings and specifica-
tions for the work, and of maintaining the same until it is accepted
by the Owner.

I.B.2. EXTRA WORK.

a. An increase in the quantity of any kind of work or
material on which a unit price is bid in the schedule and which does
not involve any material change in the type or conditions of the
work, will not be considered as "Extra Work", but will be paid for
at the unit prices named in the schedule. If, however, new, addi-
tional, or unforeseen work is required which, due to the character
of the work, operating conditions or locations do not conform to the
specification.

requirements and unit prices upon which bids have been received and provided for in the contract, then such work or material will be considered as "Extra Work", and shall be executed by the Contractor, in the manner and under the terms set forth in a supplemental agreement, which may be entered into between the Engineer and the Contractor and approved by the Owner. No work will be paid for as "Extra Work" unless it has been authorized in advance of the doing of the work by a written work order.

b. If such agreement is not entered into, then the Contractor shall obtain an "Extra Work Order", in writing, signed by the Engineer and approved by the Owner describing the work that is required to be done and the Contractor will be paid for the same on the basis of force account; that is he shall receive the actual cost of all material, labor and rented equipment furnished by him, as shown by his paid vouchers, plus fifteen percent (15%) provided, however, that the Owner reserves the right to furnish such materials or equipment as it may consider advisable and the Contractor shall have no claim for profit on the cost of such material or equipment. Labor, as herein used, shall not include supervision, accounting, bookkeeping or any other overhead charges, but shall include the actual time of foreman, timekeepers and all other workmen actually employed on the "Extra Work" at the same wages as regularly paid by the Contractor for similar work, except that the prices paid for labor will include any compensation insurance actually paid by the Contractor on the workmen employed on the "Extra Work".

c. The Contractor shall furnish, without additional cost to the Owner, all small tools and equipment that are not power operated, and that are required to properly handle the work.

d. For the use of power operated equipment owned by the Contractor and used on the "Extra Work", the rentals shall be those prevailing in the locality and shall be agreed upon in advance between the Engineer and the Contractor, plus fifteen percent (15%). The rental price shall include all operating costs such as fuel, oil, gas and repairs (including any parts required), but does not include the operator's pay and the fifteen percent (15%) allowance, and payment will be made on the basis of the actual time that the equipment is operated on "Extra Work", including moving the equipment within the confines of such "Extra Work", with no allowance being made for the time required to make repairs and adjustments. The expense of hauling equipment to and from the job shall be borne by the Contractor.

e. The cost of the materials used and the type of labor employed on the various kinds of force account work shall be subject to the approval or rejection of the Engineer and his decision therein shall be final. The daily account of labor, equipment and materials furnished by the Contractor must agree with the daily report of the Engineer's Inspector on the job, and allowance will be made only as per the Inspector's report.

f. In any case, or condition, involving "Extra Work" as above described, the Owner may, if it so elects, complete said "Extra Work" by any methods that it may deem to be advisable, in order to serve the best interests of the Owner, or it may cancel the uncompleted portion of any "Extra Work Order".

g. If the work is done under a supplemental agreement, as described in Paragraph I.B.2a hereof, then payment will be made as therein provided.

h. If the work is done under an "Extra Work Order", as provided in Paragraph I.B.2b, then on or before the tenth day succeeding the completion of the extra work authorized by an "Extra Work Order", the Contractor shall present the Engineer a full and complete itemized statement of such extra work, sworn to before a Notary Public, together with date of completion of the work mentioned therein. Upon certification by the Owner and the Engineer as to the correctness of such items with regard to the amount and character of labor performed and material furnished under such "Extra Work Order", the Engineer shall enter the same as part of the estimate of the amount due the Contractor, and no payment shall be allowed for any extra work for which the Contractor fails to present the "Extra Work Order" hereinbefore mentioned.

i. Compensation to the Contractor as herein provided shall be accepted by him as payment in full for all "Extra Work" done.

I.B.3. INSPECTION.

a. All work and materials, and the manufacture and preparation of such materials from the beginning of the construction until the final completion and acceptance of the herein proposed work shall be subject to the inspection and rejection of the Engineer at such times as may suit his convenience, and no material shall be used until proper tests and approvals have been given. As soon as the materials have been inspected and tested, the Contractor shall immediately remove all rejected materials from the work, and to such a point distant therefrom as the Engineer may require. The Contractor shall furnish, at his own expense, such labor as may be required to enable a thorough inspection and culling of all materials, and upon request, shall furnish the Engineer samples of materials, as proposed to be used, in sufficient amounts as required to make proper tests.

b. The Engineer may assign such assistants as he may deem necessary to inspect the materials to be furnished and the work to be done under this contract and to see that the same strictly conforms to the specification herein set forth.

c. The Contractor shall make application for an inspector at least twenty-four (24) hours before his services are required.

d. Any inferior or imperfect work or materials that may be discovered before the completion and acceptance of the herein proposed work shall be corrected immediately upon the order of the Engineer, notwithstanding that it may have been overlooked by the proper inspector, and it is hereby expressly agreed that the inspection by the Engineer shall not relieve the Contractor of his liability to furnish materials and workmanship in accordance with the specifications.

e. The Contractor, his Superintendent and Foreman shall promptly obey and follow every order or direction which shall be given by the Engineer in accordance with the terms of the contract.

f. The inspectors shall at all times be free to perform their duties, and any intimidation of any inspector on the part of the Contractor or his employees shall be sufficient reason, if the Engineer desires, to annul the contract or remove the employee.

g. No materials shall be used before being inspected and approved by the Engineer, but the failure or neglect on the part of said Engineer to condemn or reject inferior materials or work shall not be construed to imply an acceptance of the same should their inferiority become evident at any time prior to the final acceptance of the work.

h. The Engineer and Owner, by reserving the right to inspect and to supervise the doing of any work shall not have control of the Contractor's workers or methods of doing the work, but such inspection and supervision shall be limited to the control necessary to assure that the final results will fully comply with the plans, specifications and the contract terms.

I.B.4. OBSTRUCTION AND GUARDS.

a. The Contractor shall erect and maintain good and sufficient guards, barricades, lights and signals at all unsafe places at or near the work, and shall in all cases maintain a safe passage-way.

b. In the event the work under this contract becomes, or is deemed hazardous to traffic or pedestrians, then the Contractor shall furnish, at the request of the Engineer, and without added cost to the Owner, such flagmen as required to direct and control traffic during such emergencies and until such hazards have been corrected.

I.B.5. PROPERTY LIABLE TO DAMAGE.

a. The Contractor shall be liable for all damage done to water, gas, steam or other pipes, ducts, cables, flumes, poles, or conduits, or other property owned by any person, corporation or property of the Owner. The Contractor shall repair or replace, as directed by and to the satisfaction of the Owner and Engineer, all water, sewer, irrigation, drainage or other pipes, flumes, conduits, hydrants, poles or other property of the Owner which may be injured or damaged by reason of the execution of the work under this contract, or by reason of the negligence or carelessness of the Contractor or any of his agents, servants, employees or sub-contractors. If the Contractor shall fail or neglect to make such repairs or to replace the same within ten days after being notified by the Engineer so to do, for ordinary repairs or immediately if the repairs are determined to be of an emergency nature by the Engineer, then the Owner by its agents, or employees, may make such repairs or replace such sewer pipe, irrigation drainage, flumes, conduits, hydrants, poles or other property so injured or damaged; and the cost of so doing may be deducted from any sum due or to become due the said Contractor under this contract.

b. The Contractor shall protect and preserve in their original position all stakes, points or marks set by the Engineer for the alignment or grade of the work, and where the Engineer shall consider such stakes or marks have been unnecessarily destroyed, he may cause the expense of replacing same to be charged to the Contractor and the cost for the work involved shall be deducted from any estimates due or which may become due to the Contractor.

c. The Contractor shall take all possible care to avoid grass or forest fires. He shall assume responsibility for damage caused by any fire caused by his construction operations.

I.B.6. DAMAGE TO UTILITIES. The Contractor shall immediately notify the Utility Company, Department or person involved and he shall satisfactorily repair or replace any utility which is damaged or broken in the execution of the work under this contract or shall arrange for the utility to perform the work. If the Contractor shall fail or neglect to make, or arrange with the utility company to make, such repairs or replacements immediately after being notified by the Engineer, then the Owner by its agents, or employees, may make the necessary repairs and the cost of so doing will be deducted from any sum due or to become due the said Contractor under this contract.

I.B.7. PROPERTY REMOVED UNDER THE CONTRACT TO REMAIN THE PROPERTY OF THE OWNER. All castings, grates, special fittings, hydrants, valves, valve boxes, pipe, poles, wire, building material, or other items removed during progress of the work, which in the Engineer's opinion have value to the Owner shall remain the property of the Owner and must be delivered to the Owner at such point on or near the site of the work as he may direct.

I.B.8. TIME OF COMMENCEMENT AND COMPLETION. The Contractor shall commence the work as soon after the execution of the contract by the Owner as the Engineer may direct in the "Notice to Proceed", continuing the work with diligence and shall fully complete the entire contract within _____ calendar days, after such notification. Time is the essence of this contract and the Contractor agrees that for each and every day any portion of the work remains unfinished after the time herein fixed, or extended by the Owner for its completion, the Owner shall deduct and retain out of the money which may be due or become due said Contractor under this agreement, and in case there shall not be sufficient money due or to become due said Contractor under this contract, then he shall pay to the Owner the sum of Seventy-five Dollars (\$75.00) for each and every calendar day the work remains unfinished after the date fixed herein for completion, which sum is in view of the difficulty of estimating actual damages to the Owner which may include, but is not limited to, loss of revenue, interest, engineering cost, inspection cost, additional operation and maintenance cost, and which is hereby agreed upon, fixed and determined by the parties hereto as liquidated compensatory damages that the Owner will suffer by reason of the failure of the Contractor to complete the work within the time agreed upon.

I.B.9. CLAIM FOR DAMAGE. The Contractor shall not be entitled to any claim for damage on account of hindrance or delay from any cause whatever, but if occasioned by an act or omission on the part of the Owner, such hindrance or delay may entitle the Contractor to an extension of time in which to complete the work, which shall be determined by the Owner; provided, that the Contractor shall give notice in writing of the cause of such delay. No extra time will be given for time elapsing before such notice is given.

I.B.10. SUBLETTING. The Contractor shall not assign nor sublet the whole nor any portion of the work contemplated in this contract (except only for the supply of materials and tools) without having first obtained the written consent of the Owner to do so; and in case such consent is given it shall in no way release the Contractor from responsibility; but he shall be held in all respects accountable, the same as if no consent had been given. The Contractor will be required to give his personal attention to the work during the entire time of his contract.

I.B.11. CLEANING UP AND JOB SHUT-DOWN.

a. Immediately upon the completion of the work on each section of the work as determined by the Engineer, the Contractor shall, at his own expense, clean up and remove all refuse materials of every kind resulting from the work; and upon failure to do so within twenty-four (24) hours after having been notified by the Engineer, the work may be done by the Owner and the cost thereof deducted from the amount of his final estimate. The Engineer will not make the final inspection until all of the work contemplated by the Contract has been completed and the final cleaning up performed.

b. If in the judgment of the Engineer, it is necessary to close down the work due to inclement weather or due to other circumstances arising during the progress of the work, that may be construed to be dangerous or that may be caused by non-compliance with the specifications, the Contractor shall comply and he shall stop all operations upon written notice from the Engineer so to do, and the work shall remain closed down until further orders in writing are given by said Engineer to the Contractor to proceed with the work of this project, and there shall be no claim against the Owner for such action on the part of the Engineer.

c. If, for any reason whatsoever the work is closed down temporarily, then the Contractor shall clean up all of the finished work as provided in above Paragraph I.B.11a. and all other work under construction shall be cleaned up, material on hand shall be properly stored and made safe from damage or loss and to the satisfaction of the Engineer. The Contractor shall be responsible to see that the job is kept and maintained in a satisfactory condition during the entire time the work is closed down, roadways shall be made passable for local and emergency traffic at all times and he shall be responsible for all materials, tools, and equipment entrusted to his care, from damage, or theft, and for its safety during the time the work is closed down, as well as throughout the entire performance of the work under this contract. Failure of the Contractor to comply with the above provisions during temporary shutdown of the work will be just cause for the Engineer to do the required work under the same terms as provided in above Paragraph I.B.11a.

I.B.12. ORDERS. Whenever the Contractor is not present on any part of the work where it may be necessary to give instructions, orders may be given by the Engineer to the superintendent or foreman who may have charge of the particular work in question, and such orders shall be obeyed.

I.B.13. DEFECTIVE WORK. The Contractor, upon being so directed by the Engineer, shall suspend, remove or reconstruct, or make good without charge to the Owner any work which he may consider to be defectively executed.

I.B.14. COMPETENT MEN AND EQUIPMENT TO BE EMPLOYED.

a. The Contractor shall employ suitable and competent mechanics for every kind of mechanical work. If any person employed by the Contractor is incompetent, disorderly or disobedient to the Engineer, or his inspectors, he shall be discharged and not again be employed upon the work without the consent of the Engineer.

b. The Contractor shall provide needed and approved equipment in good repair and working order, and said equipment shall be maintained in good repair, to do any and all work specified and required as well as sufficient qualified workmen, as required, and he shall prosecute the work diligently at all times and shall maintain his work in a clean and safe condition during the entire performance of this contract.

I.B.15. CHANGES IN PLANS, SPECIFICATIONS AND QUANTITIES. The Owner shall have the right to make any changes in the plans, specifications or quantities that may hereafter be determined upon as necessary or desirable either before or after the commencement of the work, by defining them in writing, and in case such alterations increase or diminish the approximate quantities as stated in the "Proposal", when such or changes are of the magnitude or type to require an "Extra Work Order" or "Change Order" it will be prepared as described in Paragraphs I.A.20. and I.B.2. No extra payment will be made for work done unless the change order is in writing.

I.B.16. FAILURE TO PAY FOR LABOR AND MATERIALS. If at any time it shall appear that the Contractor has failed to pay for labor employed upon the work or has failed to pay for the materials, equipment rental and for other items which are included in completing the work, the Owner may withhold from the money which may be due or become due to the Contractor under this agreement, such amount or amounts as may be necessary for the payment of such labor, materials, equipment rental and other items which are included in completing the work, and may apply the same in such payment, and deduct the same from the final or other estimate due the Contractor. This provision is intended to protect the laborers employed upon the work, and the parties who may furnish materials and other things to be used therein, and the Owner may or may not exercise its option as it may deem best.

I.B.17. LAWS AND ORDINANCES TO BE OBSERVED. The Contractor hereby assumes all liability for and agrees to indemnify the Owner against all loss, cost or damage for or by reason of any claim for damages to the property of the Owner or of any person, caused by the negligence of the Contractor or his servants or employees in carrying or attempting to carry out his Contract and from claims made by laborers or others for injury sustained by reason of the negligence of the Contractor, his servants or employees, in carrying or attempting to carry out his contract; and from damages sustained by depositing materials to public injury or to the injury of any person or corporation, or resulting from the use of any patented material, implement or process, which may be employed in executing the work under this Contract, including costs and expenses of defense; PROVIDED, that he shall be notified of the bringing of suit in such cases, and be permitted to defend the same, and it shall be lawful to withhold final payment on this Contract so long as it shall seem necessary for the indemnity of the Owner.

I.B.18. CONTRACTOR'S INSURANCE.

a. Neither the Contractor nor any sub-contractor shall commence work under this Contract until he has submitted and had approved by the Owner certificates covering all insurance required.

b. The Contractor, and any sub-contractor doing work at the site, shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages for personal injury, including death, or property damage, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. The minimum limits of insurance shall be as described in paragraphs I.A.23. and I.A.24. of the "General Conditions".

c. In addition, the Contractor shall secure and maintain during the life of the contract, Owner's Protective Liability and Property Damage Insurance in the name of the Owner, in the same amounts as specified in paragraphs I.A.23. and I.A.24. of the "General Conditions".

I.B.19. FAILURE TO PROSECUTE WORK VIGOROUSLY. If the Contractor shall fail to commence work under this contract within ten days after being directed so to do, or if after commencing such work the Contractor shall fail to prosecute the same diligently and continuously until the completion of this contract (unless permitted to suspend said work by a written permit of the Owner or the Engineer), or if at any time during the existence of this contract it shall appear to the Engineer that the force employed, appliances provided, or the character or progress of the work or material furnished are not such as will insure the completion of the work under this contract in the time specified, or are not in accordance with the drawings and specifications for such work, after giving the Contractor and his surety five days notice in writing to commence or proceed with said work or supply the increased force, appliances or tools, or to make such improvements in the character of the work or materials as is requisite to make the same conform to the stipulations of this contract, and upon the failure of the Contractor to comply with either of said notices, the Owner may declare this contract abandoned.

I.B.20. ABANDONMENT OF CONTRACT.

a. In case of the abandonment of this contract by the Contractor as aforesaid, the Owner shall notify, in writing, the Contractor and his surety of its action; and also in writing notify the said surety that if it so desires it may proceed to carry out the terms of this contract, provided it commences the same within ten days after receipt of said notice. If said surety shall fail to commence the work of carrying out this contract within the time mentioned in said notice, or shall notify the Owner that it will not carry out this contract, then the Owner may declare the contract forfeited and proceed to do the work provided for in this contract, or may re-advertise for bids for the doing or completion of the work provided for herein. In case this contract is abandoned by the Contractor as aforesaid, any and all moneys, due or to become due the Contractor hereunder, shall be retained by the Owner to be disposed of as hereinafter provided.

I.B.21. FORFEITURE OF CONTRACT. If the Contractor or his surety shall abandon this contract, as aforesaid, and the same be declared forfeited as also aforesaid, and the work provided for in this contract shall be done by the Owner and it shall appear from the statement of the Engineer, when the same is completed that the cost or expense thereof has exceeded the contract price therefor, which statement shall be conclusive upon the Contractor and his surety, then any sum or sums of moneys due, or to become due the Contractor when this contract was abandoned, shall apply towards the payment of said cost or expense; and in case there shall not be sufficient of said money to pay said cost or expense, then the Contractor shall pay the difference in cash to and upon demand of the Owner. In case there shall be no money due or to become due the Contractor for work done, then the Contractor shall pay to the Owner in cash on demand, the difference between the contract price for said work and the cost and expense of the Owner for doing the same.

I.B.22. RELETTING OF CONTRACT.

a. In case of the abandonment of this contract and a declaration of the forfeiture of this contract as herein provided, and in case the Owner shall re-advertise for bids, for the doing or completion of the work provided for herein, and in case the price or sum bid, by the lowest responsible bidder accepted by the Owner, shall exceed the sum bid by the Contractor herein, then any sum or sums of money due or to become due the Contractor shall be applied towards the payment of the cost and expense of re-advertising for bids and the difference between the bid of the Contractor and that of the new bidder. In case there shall be no money due or to become due the Contractor, then the Contractor shall pay the Owner in cash the cost and expense of re-advertising for bids and the difference between this bid and the amount bid by the new bidder to and upon demand of the Owner.

b. The notices provided for in this section may be served upon the Contractor by delivering the same to any person in charge of the work, or by leaving the same at the office of the Contractor; and upon the surety of the Contractor by leaving the same at the office of such surety.

c. Neither the abandonment of this contract by the Contractor as herein provided, nor the declaration by the Owner that the same is forfeited, nor the doing of said work by the Owner, nor the re-advertising or letting of the contract to a new bidder, shall release the surety or the Contractor from liability under this contract.

I.B.23. DECISION OF OWNER. Any questions, differences or controversies which may arise between the Owner and the Contractor with reference to the performance or non-performance of the work, or with reference to delays and penalties, shall be referred to the Owner, and its decision shall be final as to the Contractor and the Surety or his or its bonds.

I.B.24. DECISION OF THE ENGINEER FINAL. Any questions relating to the plans and specifications, measurements or quantities, or the technical sufficiency of the work done under this contract shall be referred to the Engineer, and his decision shall be final and conclusive.

I.B.25. GUARANTEE.

a. It is expressly agreed by the Contractor that if in carrying out this contract the workmanship, materials and manner of construction provided in and contemplated by this contract, and the drawings and specifications accompanying and forming part of the same are followed and carried out, the improvement contemplated herein will remain in good condition for the period of one year from the date of its completion, ordinary wear and tear and acts of God excepted; and that if said improvement does not remain in said conditions for such length of time, it will be because of defects in the workmanship, materials or manner of construction; and the Contractor hereby expressly agrees and guarantees that such improvement and every part thereof will remain in such condition for the period of one year after its completion, and that any repairs necessary to maintain said improvement and every part thereof in good condition during said time, ordinary wear and tear and acts of God excepted, will be made by the Contractor without additional charge or cost to the Owner.

The Contractor also agrees that the performance and payment bond hereto attached shall remain in force until the conditions of this guarantee are fulfilled.

b. The determination of the necessity for repairs above mentioned rests entirely with the Owner, whose decision upon the matter shall be final and obligatory upon the Contractor. If the termination of the said period of one year after the completion and acceptance of the work done under this contract shall fall within the months of November, December, January, February or March, then in that case said months shall not be included in the computation of the said period of one year, but said period shall be held and understood to terminate on the 15th day of April next thereafter, unless otherwise permitted by the Owner. It is hereby expressly understood and agreed that the Owner shall not finally accept the work before the date specified by the Owner, and then only in case all necessary repairs, determined as above provided, have been made according to standard methods approved by the Engineer.

I.B.26. MISCELLANEOUS.

a. All acts to be performed by the Owner may be performed by its duly authorized agents or employees.

b. The Contractor agrees that preference shall be given to locally produced materials and that foreign made items or items made using foreign raw materials shall not be used unless no source for items made in the U.S.A. exists.

c. Preference in the employment of workmen in performing the work under this contract shall be given by the Contractor to citizens of the United States or those having declared their intention of becoming citizens. The contract shall be void if the provisions of this section are not complied with.

d. The Contractor shall suspend all work on Sunday except in cases of emergency when the Engineer shall have power; on a showing by the Contractor that an emergency exists, to waive said provision.

e. The Contractor bidding on this work shall make a thorough examination of the conditions at the site of the work and of access to the site so that he will understand the problems involved for carrying on the work herein provided and for getting equipment, workmen and materials to and from the job site.

f. Emergencies may arise during the progress of the work which may require special effort or require extra shifts or men to continue the work beyond normal working hours. The Contractor shall be prepared in case of such emergencies from whatever cause to do all necessary work promptly, and at no additional cost to the Owner.

g. The Contractor shall be responsible at all time during the construction period, or during the time the work is closed down for any reason, for the safety of all materials, tools, equipment, etc., from theft or damage to any of them or for damage done to the work that may be caused by his neglect or the neglect of his agents or employees, or by not keeping proper watch. The responsibility for the above, as well as providing competent watchmen at the job site, remains with the Contractor until such time as the work is completed, accepted by and turned over to the Owner for operation.

h. The Contractor shall save the Owner and Engineer harmless for any damages or claim for damages arising out of the acts or omissions of the Contractor in the performance of the work.

I.B.27. PAYMENT.

a. Payment to the Contractor for the work hereunder shall be made according to the following plan:

Partial estimates based on contract prices and records furnished under "c" below will be made by the Engineer monthly. The estimate shall show the amount of work done during the month, or since the previous estimate; and, if the estimate is approved, ninety (90) percent thereof shall be paid to the Contractor, and ten (10) percent shall be retained by the Owner until the whole work contracted for shall have been completed and accepted. Within thirty (30) days after the completion of the whole work, the Engineer shall make a final estimate of the entire work done, and upon its approval the Owner shall pay and the Contractor shall receive the amount thereof as full compensation for the work performed under this contract. Before final payment is made the Contractor and his surety shall certify that there are no outstanding claims for labor, equipment, or materials, that all work as shown on the final estimate has been completed in compliance with the plans and specifications and that the amount as shown on the estimate is considered as full compensation for all work done under the contract. No estimate shall be paid before being submitted by the Engineer and approved by the Owner.

b. Partial payment in the amount of eighty (80) percent of itemized, paid invoices will be made to the Contractor for materials stored at the job site. The materials shall be stored as directed by the Engineer. Materials stored at the job site shall be retained there at the Contractor's risk.

c. For the purpose of making estimates it shall be required that the Contractor furnish the Engineer, on or before the 5th day of each month, a record of the portions of the work completed in the period and for which he expects payment, showing an itemized list of unit prices involved for the work done, cost of equipment purchased and installed, etc.; so the Engineer may make comparison, check his record and furnish a reasonable estimate for the work done for any given period. No partial estimates will be paid until such information is furnished by the Contractor.

I.B.28. CONTRACT BINDING. This contract with all its forms, plans, profiles, specifications and stipulations, shall be binding upon the heirs, executors, administrators or assigns of the said Contractor, and upon the successors or assigns of the said Owner, as much so as if each and all of them had been specifically mentioned.

IN WITNESS WHEREOF, the _____
has made and executed this contract in behalf of said Owner and
caused the seal of said Owner to be hereto affixed, and the Con-
tractor has hereunto set his hand and seal the day and year first
above written.

(Seal)

Date

Owner

By _____

Title _____

Secretary or Recorder

Contractor

By _____

Title _____

Attest or Witness

(Seal)

SECTION - I-C

P A Y M E N T B O N D

KNOW ALL MEN BY THESE PRESENTS, THAT

as the principal, and _____

as surety, are firmly bound and held unto any person who has or shall furnish materials, perform labor, supply equipment or other items necessary to the completion of the work, under the contract and change orders authorized thereunder hereinafter described in the penal sum of _____

(\$ _____) Dollars, to be levied upon our property, goods and chattels in case default is made in the conditions following, that is to say:

Whereas, the said _____

ha__ entered into a contract with _____ (bound herewith and made a part hereof) under the name and style of _____

_____ whereby _____ ha__ agreed to furnish the materials and labor and said other things necessary to execute the following, to wit: _____ according to the Proposal, General Conditions, Contract, Special Conditions, Technical Specifications and Drawings, all of which, except the Drawings are bound herewith and made a part of this bond;

Now, therefore, if the said _____

_____ shall promptly make payment to all persons supplying labor and materials, equipment or other items necessary to the completion of the work to said Contractor or his sub-contractors in the prosecution of the work provided for in said contract, including all extra work orders authorized thereunder, then his obligation shall be void; otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
at _____, this _____ day of
_____, 19____.

Contractor _____

(Seal)

By _____

Witness _____

Surety _____

By _____

Title _____

P E R F O R M A N C E B O N D

KNOW ALL MEN BY THESE PRESENTS, THAT

_____ as the principal, and _____

_____ as surety, are firmly bound and held unto _____ in the
penal sum of _____

_____ (\$ _____) Dollars, to be levied upon our property, goods,
and chattels in case default is made in the conditions following,
that is to say:

Whereas, the said _____

_____ ha__ entered into a contract with _____ (bound
herewith made a part hereof) under the name and style of _____

_____ whereby _____ ha__
agreed to furnish the materials and labor and said other things nec-
essary to execute the following, to wit: _____

_____, according to the Proposal, General
Conditions, Contract, Special Conditions, Technical Specifications,
and Drawings, all of which, except the drawings, are bound herewith
and made a part of this bond:

Now, therefore, if the said _____

_____ shall well and faithfully perform said contract in accordance with
the plans, specifications and conditions thereof, including all
extra work orders authorized thereunder, then this obligation shall
be void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
at _____, this _____ day of
_____, 19____.

(Seal)

Contractor _____

By _____

Witness _____

Surety _____

By _____

Title _____

ACKNOWLEDGEMENT FOR PARTNERSHIP

STATE OF UTAH)
 : S S
 COUNTY OF _____)

On the _____ day of _____, 196____, personally appeared before me _____, who being by me duly sworn, did say that he is a partner of the firm of _____, a partnership existing under the laws of the State of Utah; and that said instrument was signed by him in behalf of said partnership and said _____ acknowledged to me that said partnership executed the same.

 Notary Public, residing in _____

My Commission Expires: _____

AFFIDAVIT OF CORPORATE SURETY

STATE OF UTAH)
 : S S
 COUNTY OF _____)

_____, being first duly sworn on oath, deposes and says that he is the _____ of _____; and that he is duly authorized to execute and deliver the foregoing obligation; that said company is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Subscribed and sworn to before me this _____ day of _____, 196____.

 Notary Public, Residing in _____

My Commission Expires: _____

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF UTAH)
 : S S
COUNTY OF _____)

On the _____ day of _____, 196__ personally
appeared before me _____, who, being by me
duly sworn, did say that he is the _____ of
_____, and that the foregoing instrument
was signed in behalf of said corporation by authority of
_____; and said _____
_____ acknowledged to me that said corporation
executed the same.

Notary Public, residing in

My Commission Expires:

DIVISION II
CONSTRUCTION OF DEEP WELL

Section I - Scope of Work

2.1.1. LOCATION. Well is to be drilled in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, T. 10S., R. 22E., in Cassia County, Idaho. The exact location of the well will be designated by the Owner.

2.1.2. OWNER TO FURNISH. The Owner will furnish the site for the well, with unimpeded right of ingress and egress to the Contractor and his employees. The site to be furnished with sufficient space for storage of the Contractor's equipment and for normal drilling operations.

2.1.3. CONTRACTOR TO FURNISH. The Contractor shall furnish all well drilling machinery, derrick, tools and equipment and all materials and incidental tools and services necessary to construct a well to a depth of 800 feet plus or minus; including the construction of the mud pit, supplying water, disposal of surplus materials, and clean-up operations.

2.1.4. SCOPE OF WORK. It is the intent of this contract that the Contractor shall construct a deep well at the location herein designated to a depth of approximately 800 feet. The diameter of casing to be used shall be 20-inch and 16-inch as hereinafter specified.

2.1.5. DRILLING BY CABLE TOOL METHOD. The well may be drilled by cable tool method of drilling and shall extend to an approximate depth of 800 feet. The diameter and length of casing shall be in conformity with Bid Item No. 1 of the schedule.

Casing shall be seamless pipe manufactured in conformity with A.S.T.M. Specifications A-53-52-T and shall have a minimum wall thickness of 0.375 inches for 20-inch pipe and 0.312 inches for 16-inch pipe and shall be furnished with beveled ends for welding. Mill reject pipe will not be acceptable. In the event that the ends of casing are damaged or cut prior to installation, all such ends shall be trued up and beveled in manner acceptable to the Engineer.

a. Alignment. The alignment of the casing shall be such that a 16-inch column may be set to the bottom of the 20" casing without deviating from the true vertical.

b. Reducing Casing Size. The 20-inch casing shall extend to the depth designated under Bid Item No. 1 and below that point the Contractor shall use such casing as to assure that the casing at the bottom of the hole shall be at least 16-inches in diameter. At each reduction in casing size, the small casing shall extend up into the larger casing a minimum of twenty (20) feet. A seal as hereinafter specified shall be installed between the different diameter casings. The cost of the extra casing and sealing between casings shall be included in the unit price per foot for drilling and casing the well and no extra compensation shall be due therefor.

A seal of approved design shall be installed between the different diameter casings and the inner casing shall be swedged to permit passage of tools.

2.1.6. JETTING AND CEMENTING OUTSIDE CASING. The outside of the casing shall be cemented off as follows:

A 2-inch pipe shall be jetted to a depth of 70 feet below ground surface and a cement slurry containing 4% bentonite and 2% calcium chloride shall be pumped through the 2-inch pipe. At least forty (40) bags of cement shall be prepared as slurry and pumped into the 2-inch pipe. Following cementing operations, the Contractor may salvage the 2-inch pipe. The slurry pump shall produce a pressure of not less than four (4) nor more than eight (8) psi at the ground surface.

2.1.7. LOGGING, PERFORATING, SURGING AND CLEANING. The Contractor shall keep an accurate log of the material encountered and shall furnish to the Engineer, at the end of each week, an accurate account of the progress for that week and a copy of the log of the material encountered. At the completion of the well two (2) copies of the total well log shall be furnished to the Engineer. A concrete plug shall be installed in the lower five (5) feet of the completed well. The casing shall be preperforated and the locations in the casing and the length, width and number per foot shall be determined by the Engineer.

After perforating the well, the Contractor shall spend at least twelve (12) hours surging and bailing the well. Design of the surge tool shall be approved by the Engineer. After the well has been surged and bailed and is clean, the test pump shall be installed and the test pumping operations shall be performed. After test pumping, the Contractor shall clean out the well by bailing.

The cost of logging the well, installing the concrete plug, perforating, and cleaning the well after test pumping shall be included in the price bid per foot for drilling and casing the well and no extra compensation shall be due therefor. Installing and removing test pump and actual test pumping shall be paid for as hereinafter described. If the Owner has the well electric logged, the Contractor shall "stand-by" during the operation at no additional cost.

2.1.8. TEST PUMPING.

a. Pump. The Contractor shall furnish and install a test pump capable of delivering 2500 gallons per minute at 400 foot setting, and upon completion of development of the well the Contractor shall remove the test pump.

b. Power. The Owner makes no requirements as to the type of power used to drive the test pump, however, all such power and the equipment, materials, and facilities required for its delivery to the pump shall be furnished by and at the expense of the Contractor. Title to material, equipment and facilities for delivery of power to operate pump shall remain with the Contractor.

c. Measuring Device. The Contractor shall furnish and install an orifice tube and orifice capable of measuring 3,000 gpm. An airline to gauge the water level in the well shall be provided.

d. Test Pumping. After the test pump has been installed, the Contractor shall proceed with the test pumping under the direction of the Engineer, until the well has been developed fully.

2.1.9. METHODS OF MEASUREMENT.

a. Well. The well shall be measured from a point 18-inches above ground to the bottom of the casing and one unit bid price per foot shall prevail for each section of depth as defined in the schedule of prices. The Owner reserves the right to decrease or increase the depth of the well by fifty (50) feet without affecting the price per foot of the well.

b. Surging and Cleaning. All labor and equipment required to bail and surge the well shall be measured by the hour.

c. Test Pump. All labor, tools and equipment required to furnish, install and remove the test pump shall be considered as one unit.

d. Test Pumping. Test pumping shall be measured by each hour of actual pumping time and shall include all labor, materials, tools, equipment and power required to complete the item.

e. Jetting and Cementing. All labor, tools, materials and equipment required to install the 2-inch pipe and pump slurry made up from three hundred (300) bags of cement shall be measured by the bag.

2.1.10. BASIS FOR PAYMENT.

a. Well. Payment for the well shall be made at the contract unit bid prices in the schedule for drilling the well, furnishing and installing casing, perforating, and cleaning the well after test pumping.

b. Surging and Cleaning. Payment for this item shall be made at the contract unit bid price per hour as shown in the schedule and shall include all labor and equipment required to bail and surge the well.

c. Installing and Removing Test Pump. This item shall be paid for at the contract lump sum bid price in the schedule and shall be payment in full for all labor, equipment, tools and material required to complete the item.

d. Test Pumping. Payment for this item shall be made at the contract unit bid price per hour as shown in the schedule for test pumping which price shall be payment in full for all labor, tools, equipment, material and power required to complete the item.

e. Jetting and Cementing. Payment for this item shall be made at the lump sum price bid under Bid Item No. 6.

2.1.11. CHEMICAL TREATMENT. Should the Engineer determine that chemical treatment of the well during development be required, the Contractor shall furnish all labor, equipment, tools and necessary materials as determined by the Engineer. Payment for performing this work shall be made in conformity with Article I.B.2, EXTRA WORK of these specifications.

2.1.12. CULINARY WELL. It is intended that water from this well be used for culinary purposes and all rules and regulations of the State of Idaho applicable to drilling such culinary wells shall apply.

2.1.13. DRILLING REPORT. The drilling Contractor shall keep an accurate daily record of drilling operations on the printed form. The information to be recorded shall be as follows:

Date
Project
Amount of hole drilled
Casing size, weight and length installed
Formation from foot to foot
Remarks
Driller's name and hours worked
Helper's name or names and hours worked

The above information shall be recorded daily on a printed form and shall be kept in duplicate. At the end of each week, one copy of the record shall be mailed to the Engineer and the second copy shall remain at the well site until the project is completed.

2.1.13. CLEAN-UP. Following completion of the well, the Contractor shall remove from the site, all debris and waste material and shall grade and clean up the site in a manner acceptable to the Engineer. Payment for this work shall be included in the price bid under Bid Item No. 1 and no extra compensation shall be due therefor.

SECTION (s) II 2 & Keyher

THIS SECTION IS NOT INCLUDED IN THESE SPECIFICATIONS

DIVISION III

SPECIAL CONDITIONS

SECTION I - GUARANTEE OF WORK

3.1.1. Guarantee of Work. The Contractor hereby warrants and guarantees that the improvements provided for hereunder and every part thereof will remain in good condition for a period of one year after the date of completion and conditional acceptance by the Owner, which date shall be the date of the approval of the final estimate for the work as given by the Engineer, and agrees to make all repairs to and maintain the improvements and every part thereof in good condition during the time with no cost to the Owner; and the bond hereto attached shall remain in full force until the conditions of this contract are fulfilled.

SECTION (s) III 2 & 7, her

THIS SECTION IS NOT INCLUDED IN THESE SPECIFICATIONS

DIVISION ~~IV~~ & Higher

THIS DIVISION IS NOT INCLUDED IN THESE SPECIFICATIONS