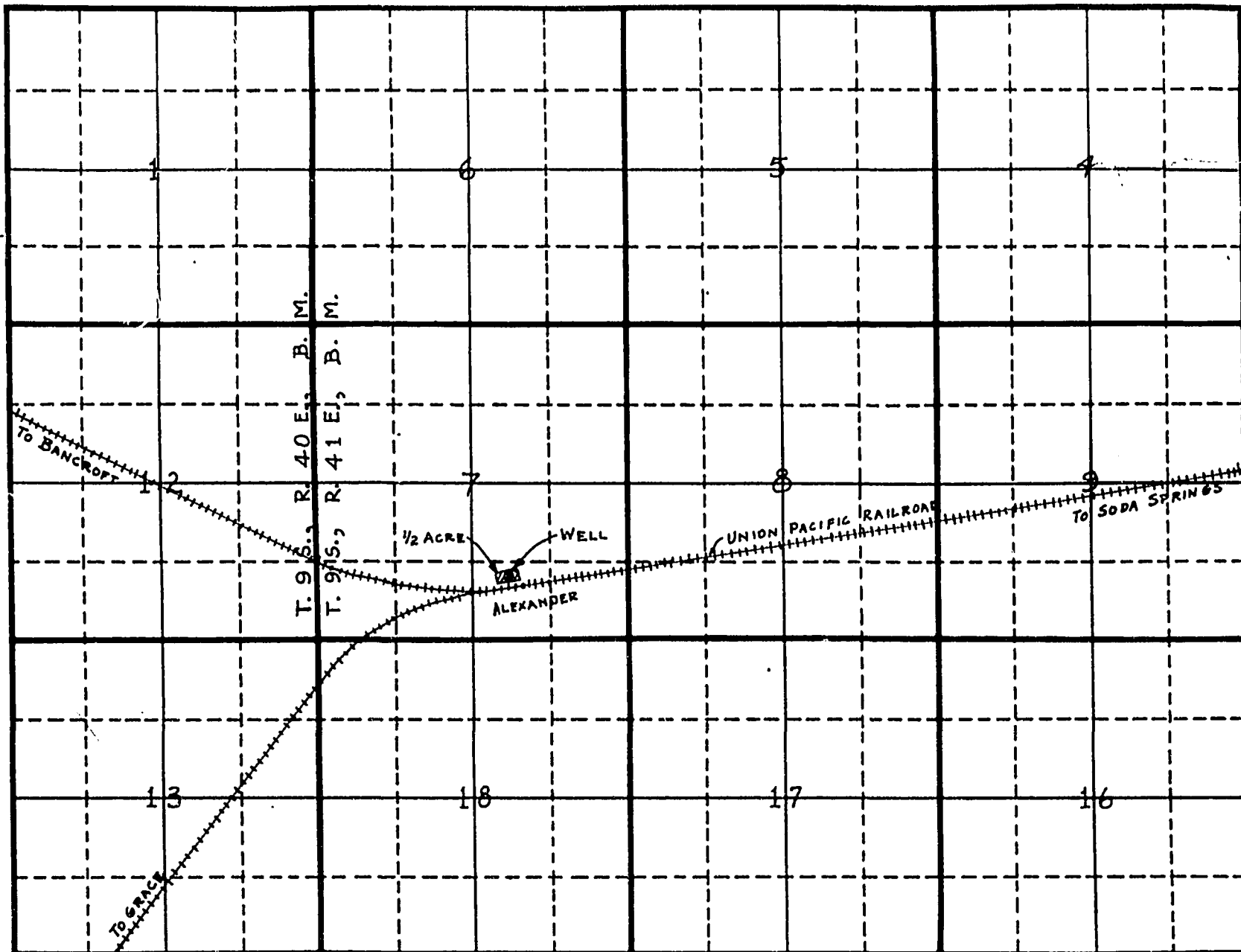


(8) Remarks _____



Scale: 2 inches equal 1 mile.

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

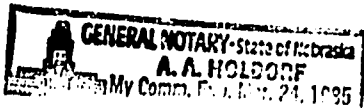
State of ~~Idaho~~ Nebraska)
County of Douglas) ss.

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

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

J.P. Rogers
Assistant Vice President (Claimant)

A.A. Holdorf
Notary Public
Residing at Omaha, Neb.



My commission expires _____

Received by CW 4-14-83 FOR DEPARTMENT USE ONLY
Prelim. check by HWS Date 3-10-83 Exception filed by: _____ Date _____
\$20.00 fee received by CW Date 4-18-83 #28059
Published in Omaha County Sun
D: 4/28 5/5/83

PUBLIC NOTICE

First Time Published

**NOTICE OF CLAIMS TO
WATER RIGHTS**

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

29-4330

**OREGON SHORT LINE
RAILROAD CO.**

**UNION PACIFIC RAIL-
ROAD CO.**

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

Source: GROUNDWATER

Priority Date: 07-01-1917

**Diversion Point: NWNE Sec
22 T 08S R 39E**

Use: DOMESTIC (0.27 CFS)

29-4329

**OREGON SHORT LINE
RAILROAD CO.**

**UNION PACIFIC RAIL-
ROAD CO.**

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

**Source: SQUAW CREEK
SPRING trib. to PORTNEUF
RIVER**

Priority Date: 09-04-1882

**Diversion Point: SESE Sec 20
T 08S R 39E**

Use: DOMESTIC (0.60 CFS)

11-4231

**OREGON SHORT LINE
RAILROAD CO.**

**UNION PACIFIC RAIL-
ROAD CO.**

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

**Source: LEDGE CREEK
SPRING trib. to BEAR RIVER**

Priority Date: 10-03-1883

**Diversion Point: SESE Sec 05
T 09S R 42E**

Use: DOMESTIC (0.20 CFS)

**In: SWNW Sec 07T 09S R
42E**

11-4229

**OREGON SHORT LINE
RAILROAD CO.**

**UNION PACIFIC RAIL-
ROAD CO.**

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

Source: GROUNDWATER

Priority Date: 06-01-1956

**Diversion Point: SWSE Sec 07
T 09S R 41E**

Use: DOMESTIC (0.02 CFS)

In: SWSE Sec 07 T 09S R 41E

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

KEN DUNN,

Director

Published April 28 and May 5,
1983 in the Caribou County Sun.

**Affidavit of
Publication**

County of Caribou }
State of Idaho }

ss.

Mark Steele

being first duly sworn on his
oath, states:

Publisher

That he is
of the Caribou County Sun, a
newspaper of general circula-
tion in Caribou County, Idaho,
published weekly at Soda
Springs in said County that said
newspaper has been published
in said County uninterruptedly
and continuously for over sev-
enty-eight consecutive weeks,
prior to the first publication of
the annexed notice or advertise-
ment;

That the annexed notice was
published as per clipping at-
tached in the regular and entire
edition of said newspaper and
not in any supplement thereof

for 2 successive weekly
issues thereof, the date of the
first publication being the

28th

day of

April, 1983

The date of the last publication

being the 5th day of

May, 1983

Subscribed and sworn to be-

fore me this 6th day

of May, 1983

Notary Public, residing
at Soda Springs, Idaho
(SEAL)

My Commission expires the

1st day of March

1984

MAY 9 1983

Department of Water Resources
Eastern District Office

LD16411

THIS AGREEMENT, made and entered into this

15-6 day of 72, 1955,
by and between UNION PACIFIC RAILROAD COMPANY, a corporation
of the State of Utah, (hereinafter called "Railroad Company"
party of the first part, and

BERT A. WESTLAKE, an individual of Bennington, Idaho,

(hereinafter called "Contractor"), party of the second part,
WITNESSETH:

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

(1) CONTRACTOR TO PERFORM SERVICES:

The Contractor agrees to furnish all superintendence, labor, machinery, tools, equipment and material (including casing pipe, drive shoes, perforations, etc.), and all other things necessary and requisite, and drill a six-inch well, approximately 150 feet in depth, on the Railroad Company's premises at Alexander, Idaho.

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

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

(2) RAILROAD COMPANY TO PAY:

In consideration for the completion of the work herein described, and the fulfillment of all covenants, conditions and agreements of the Contractor herein contained, to the satisfaction and acceptance of the Railroad Company, the Railroad Company shall pay the Contractor at the rate of \$2.525 per lineal foot of well casing used, and \$5.05 per foot for the total depth of the well, making a total payment of \$7.575 per foot for the total depth of the well.

(3) RENDITION OF BILLS:

promptly render to the Railroad Company an itemized state-
ment covering all work performed hereunder during the pre-
vious month, and progress payments shall be made by the
Railroad Company in accordance therewith; PROVIDED, however,
that the Railroad Company shall retain a reserve fund of
ten percent (10%) of any such amounts due, which shall be
held by the Railroad Company as security for the satisfactory
completion of the work hereunder.

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

(4) INDEPENDENT CONTRACTOR:

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

(5) PAYROLL TAXES:

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

(6) LIABILITY:

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

(7) LIENS:

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

(8) BOND:

The Contractor shall, at the time of the execution and delivery of this contract, furnish and deliver to the Railroad Company a good and sufficient bond of indemnity, in the sum of **ONE THOUSAND ONE HUNDRED FIFTY.**----- Dollars (**\$1,150.**-----), in form and substance and with surety thereon satisfactory and acceptable to the Railroad Company, to insure the faithful performance by the Contractor of all the covenants and agreements on the part of the Contractor herein contained.

(9) TRANSPORTATION:

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

The Contractor agrees to ship via such routes as the Railroad Company may direct all supplies, materials and equipment furnished, and all laborers hired, by the Contractor for or incident to the work hereunder and to bill such supplies, materials and equipment in accordance with the Railroad Company's instructions, employing freight billing only, except as otherwise specifically authorized or directed in writing by the Railroad Company.

(10) COMPENSATION, LIABILITY AND PROPERTY DAMAGE INSURANCE:

The Contractor shall procure and keep in effect during the life of this agreement, at its own sole cost and expense, Workmen's Compensation and Employers' Liability Insurance, Contractors' Public Liability and Contractors' Property Damage Insurance and Contractors' Contractual Liability and Contractors' Contractual Property Damage Insurance as follows:

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

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

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

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

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

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

(11) TERMINATION:

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

(12) SUCCESSORS AND ASSIGNS:

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

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

Witness:

Wm. G. Bradford

UNION PACIFIC RAILROAD COMPANY,

By W. E. Thompson
Its Vice President

Witness:

W. A. E. Long

W. B. Westlake
Contractor



11-4229

OREGON SHORT LINE RAILROAD CO.
UNION PACIFIC RAILROAD CO.

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

Source: GROUNDWATER

Priority Date: 06/01/1956

Diversion Pt: SWSE Sec 07 T 09S R 41E

Use: DOMESTIC (0.02 CFS)

In: SWSE Sec 07 T 09S R 41E

11-4229
OREGON SHORT LINE
RAILROAD CO.
UNION PACIFIC RAIL-
ROAD CO.
P.O. BOX 1592, POCA-
TELLO, ID 83204
Source: GROUNDWATER
Priority Date: 06-01-1956
Diversion Point: SWSE Sec 07
T 09S R 41E
Use: DOMESTIC (0.02 CFS)
In: SWSE Sec 07 T 09S R 41E
Exceptions to a claim may be
filed with the Director, Dept. of
Water Resources, 150 Shoup
Ave., Suite 15, Idaho Falls, Idaho
83402.

KEN DUNN,
Director
Published April 28 and May 5,
1983 in the Caribou County Sun.

NOTICE OF CLAIMS TO WATER RIGHTS

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

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

KEN DUNN, Dir.

Published 4/28 & 5/5/83.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

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

APRIL 20, 1983

Caribou County Sun
P. O. Box 815
Soda Springs, Idaho 83276

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a galley proof to this office for review before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before MAY 16, 1983.

Yours truly,

RONALD D. CARLSON
Supervisor
Eastern Region

Encl.

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: *Ernst*

Right Number *11 4229*

Applicant *U.P.R.C.*

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

CHECK:

- ☒ Name and address.
- ☒ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☒ Source.
- ☒ Quantity, use, period.
- ☒ Point(s) of diversion.
- ☒ Location of use.
- ☒ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

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

By *Ernest Carlson* Date *May 26, 1983*

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By *RC* Date *5/31/83*

RECEIVED
MAY 31 1983
Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

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

MAY 16, 1983

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

RE: Claim No. 11-4229

Dear Claimant:

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

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

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

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

Yours truly,

RONALD D. CARLSON
Eastern Region Supervisor

Enclosure
