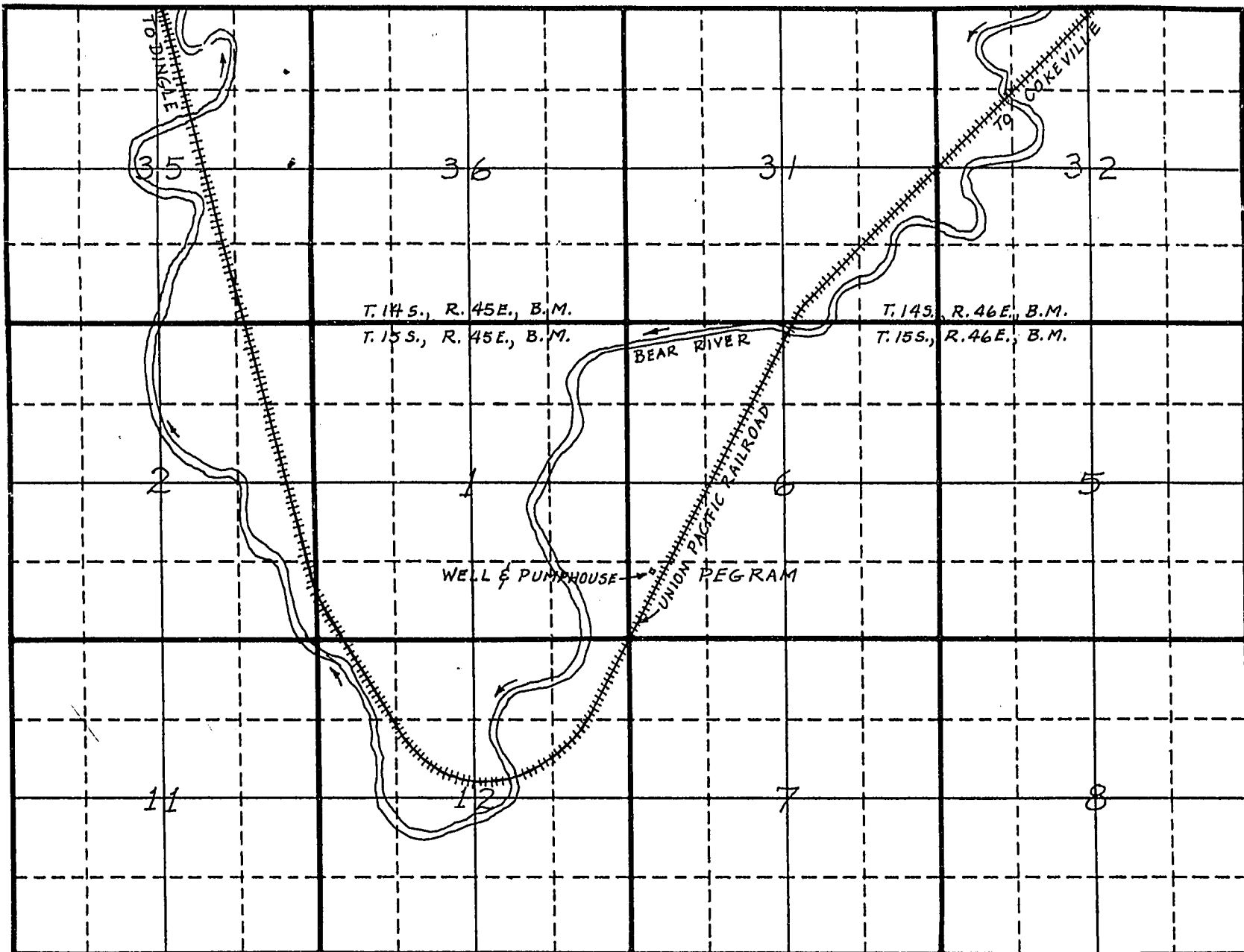


Union Pacific Railroad Company

(8) Remarks _____



Scale: 2 inches equal 1 mile.

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

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

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

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

Union Pacific Railroad Company
J. P. Rogers
Assistant Vice President (Claimant)
A. A. Holdorf
Notary Public
Residing at Omaha, Neb.



My commission expires _____

Received by CW Date 4-14-83 FOR DEPARTMENT USE ONLY
Prelim. check by HWT Date 2-11-83 Exception filed by: _____ Date _____
\$20.00 fee received by CW Date 4-18-83 28059 Forwarded to claimant by: _____ Date _____
Published in News Examiner
Date 4/28 & 5/5/83

12 1983
2270

AFFIDAVIT OF PUBLICATION JUN 3 1983

Department of Water Resources
Eastern District Office

E OF IDAHO,
y of Bear Lake } ss.

Marie B. Nye

being duly sworn,

ses and says:

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

Such notice was published in the issue beginning with

April 28, 1983, and ending

the issue of May 5, 1983.

Marie B. Nye

55

described and sworn to before me this 10 day

May, 1983.

Karla Jansen

Notary Public, Residing at Montpelier, Idaho

Commission Expires November, 1985.

LEGAL NO. 2270 NOTICE OF CLAIMS TO WATER RIGHTS

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

11-4236

HARDCASTLE, A. LEON &/or ALICE B.
BERN, ID 83220

Source: UNNAMED STREAM trib. to
SINKS

Priority Date: 06/23/1922

Diversion Pt: NWSW SESW SWSE Sec 14 T
12S R 43E

Use: STOCKWATER (0.04 CFS)

In: NWSW SESW SWSE Sec 14 T 12S R 43E

11-4235

HARDCASTLE, A. LEON &/or ALICE B.
BERN, ID 83220

Source: SHEEP CORRAL CREEK trib. to
BEAR RIVER

Priority Date: 12/01/1904

Diversion Pt: SWSW SESW SWSE Sec 24 T
12S R 43E

Use: STOCKWATER (0.04 CFS)

In: SWSW SESW SWSE Sec 24 T 12S R 43E

11-4234

HARDCASTLE, A. LEON &/or ALICE B.
BERN, ID 83220

Source: SEGAS SPRINGS trib. to OVID
CREEK

Priority Date: 01/23/1922

Diversion Pt: NWSW Sec 27 T 12S R 43E

Use: STOCKWATER (0.07 CFS)

In: NWSW Sec 27 T 12S R 43E

11-4223

HARDCASTLE, A. LEON &/or ALICE B.
BERN, ID 83220

Source: GROUNDWATER

Priority Date: 08/15/1935

Diversion Pt: NESE Sec 25 T 12S R 43E

Use: STOCKWATER (0.05 CFS)

In: NESE Sec 25 T 12S R 43E

11-4232

HARDCASTLE, A. LEON &/or ALICE B.
BERN, ID 83220

Source: SPRING trib. to BEAR RIVER

Priority Date: 12/07/1887

Diversion Pt: NESE Sec 26 T 12S R 43E

Use: IRRIGATION (2.00 CFS)

STOCKWATER (0.16 CFS)

In: SWSW Sec 24 T 12S R 43E NWNW

SWNW NESW NWSW SESW NWSE SWSE

Sec 25 T 12S R 43E NENE SENE NESE Sec

26 T 12S R 43E SESE Sec 23 T 12S R 43E

FOR 217 ACRES.

11-4228

OREGON SHORT LINE RAILROAD CO.
UNION PACIFIC RAILROAD CO.

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

Source: MONTPELIER CREEK trib. to
BEAR RIVER

Priority Date: 03/01/1897

Diversion Pt: SWSW Sec 33 T 12S R 44E

Use: COMMERCIAL (0.05 CFS)

In: SWSW Sec 33 T 12S R 44E

11-4230

OREGON SHORT LINE RAILROAD CO.
UNION PACIFIC RAILROAD CO.

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

Source: GROUNDWATER

Priority Date: 06/30/1960

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

Use: DOMESTIC (0.04 CFS)

In: SWSW Sec 06 T 15S R 46E

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

KEN DUNN, DIR.

4-28, 5-
88 LINE

CONTRACT DIVISION
OFFICE COPY

AUDIT No.

95954

C. D. No. 42114-1

C O N T R A C T

L. D. No. 17954

Audit No. _____

Between

UNION PACIFIC RAILROAD COMPANY

and

BERT A. WESTLAKE

Drilling Well

at

Pegram, Idaho

ORIGINAL COPY

THIS AGREEMENT, made and entered into this

16th day of April, 1948,
by and between UNION PACIFIC RAILROAD COMPANY, a corporation
of the State of Utah, (hereinafter called "Railroad Company"
party of the first part, and
BERT A. WESTLAKE, an individual of Bennington, Idaho,
(hereinafter called "Contractor"), party of the second part,
WITNESSETH:

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

(1) CONTRACTOR TO PERFORM SERVICES:

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

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

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

(2) RAILROAD COMPANY TO PAY:

In consideration for the completion of the work herein described, and the fulfillment of all covenants, conditions and agreements of the Contractor herein contained, to the satisfaction and acceptance of the Railroad Company, the Railroad Company shall pay the Contractor at the rate of \$5.25 per linear foot of well casing used, and \$3.00 per foot for the total depth of the well, making a total payment of \$8.25 per foot for the total depth of the well, plus \$22.00 for the drive shoe. It is understood that the above amounts shall include all sales and/or use and/or excise taxes which the Contractor may be required by law to collect.

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

(3) **RENDITION OF BILLS:**

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

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

(4) **INDEPENDENT CONTRACTOR:**

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

(5) **PAYROLL TAXES:**

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

(6) **LIABILITY:**

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

(7) LIENS:

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

(8) BOND:

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

(9) TRANSPORTATION:

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

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

(10) **COMPENSATION, LIABILITY AND PROPERTY DAMAGE INSURANCE:**

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

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

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

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

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

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

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

(11) TERMINATION:

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

(12) SUCCESSORS AND ASSIGNS:

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

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

Witness:

G. J. FROUDEN

UNION PACIFIC RAILROAD COMPANY,

By

E. H. Bailey
Its Vice President

Witness:

/s/ Raha Westlake

/s/ Bert A. Westlake

(Bert A. Westlake) Contractor

Approved:
C.A. Thompson, For Gen. Mgr.
Approved as to Form:
Bryan P. Leverich
General Solicitor

Approved:
(Sgt.) J. M. Bates
For Chief Engineer

Approved as to contract:
(Sgt.) E. L. Brown
Asst. General Attorney

WESTERN SURETY COMPANY

One of Associated Surety Companies

KANSAS CITY, MO. ST. LOUIS, MO. MINN. FALLS, MINN.

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

BOND No. 2 006 618

That we, BERT WESTLAKE

of the BENNINGTON State of IDAHO

as Principal, and the WESTERN SURETY COMPANY, a corporation, as Surety, are held and firmly bound unto

UNION PACIFIC RAILROAD

POCATELLO, IDAHO

hereinafter called the Obligor, in the sum of

FIVE HUNDRED FIFTEEN AND NO/100

(515.00) DOLLARS,

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

WHEREAS, the Principal has entered into a written contract with the Obligor dated the 15th day

of February, 19 60, to DRILL A 60 FOOT FRESH WATER WELL AT PEGRAM, IDAHO.

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

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

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

Dated this 15TH day of FEBRUARY, 19 60.

Bert Westlake

Principal

Countersigned

By

Allen Barrett

Resident Agent

WESTERN SURETY COMPANY

By

S. R. Stonich

S. R. Stonich, Assistant Secretary

ACKNOWLEDGMENT OF SURETY

STATE OF CALIFORNIA

County of SANTA CLARA

On this 15TH day of FEBRUARY, 19 60, before me, the undersigned officer, personally

appeared S. R. Stonich who acknowledged himself to be the Assistant Secretary

(Official Title or Address in State)

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

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

My commission expires

MY COMMISSION EXPIRES MAY 12, 1963

66-4-2

D. McKeever

Notary Public

11-4230

OREGON SHORT LINE RAILROAD CO.
UNION PACIFIC RAILROAD CO.

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

Source: GROUNDWATER

Priority Date: 06/30/1960

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

Use: DOMESTIC (0.04 CFS)

In: SWSW Sec 06 T 15S R 46E

11-4230
OREGON SHORT LINE RAILROAD CO.
UNION PACIFIC RAILROAD CO.
P.O. BOX 1592, POCA TELLO, ID 83204
Source: GROUNDWATER
Priority Date: 06/30/1960
Diversion Pt: SWSW Sec 06 T 15S R 46E
Use: DOMESTIC (0.04 CFS)
In: SWSW Sec 06 T 15S R 46E
Exceptions to a claim may be filed with the
Director, Dept. of Water Resources, 150
Shoup Ave., Suite 15, Idaho Falls, Idaho
83402.
KEN DUNN, DIR.
4-28, 5-5
88 LINES

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: Steve McCormick

Right Number 11 4230

Applicant Union Pacific

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

CHECK:

- ☒ Name and address.
- ☒ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☒ Source.
- ☒ Quantity, use, period. *(too low!)*
- ☒ Point(s) of diversion. *(Should be SW 1/4 SW 1/4 Sec 6, T. 15S, R. 46E)*
- ☒ Location of use.
- ☒ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

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

By Ernest Carlson

Date June 10, 1983

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By RC

Date 6/16/83

RECEIVED
JUN 16 1983

Department of Water Resources



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
CASTLE REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

May 18, 1983

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

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

Gentlemen:

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

Your cooperation in this matter is greatly appreciated.

Very truly yours,

COLLEEN WRAY
Adm. Secretary

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

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

MAY 16, 1983

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

RE: Claim No. 11-4230

Dear Claimant:

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

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

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

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

Yours truly,

RONALD D. CARLSON
Eastern Region Supervisor

Enclosure