

**CONTRACT
111 & 241**

**E.W.
Wallington**

Legal Description:
Lot 47

Section 4
Township 10 South
Range 17 East

Legend

- Man Holes
- Observation Wells
- Tunnel Portals
- Vertical Shafts
- Wells
- Drains
- Tunnels
- City Limits
- Canals
- Roads
- Section Line
- Parcels



This map is for informational and reference purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data, and information sources to ascertain the usability of information.

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

E. ^W~~E~~. Wallington

Party of the Second Part.

Lot 47 Orchalara Sub.
Sec. ----- Tp. ----- R. -----

5-10-17
January 14th ----- 1918 -----

See #241

Matthews
June 1st 1914

AGREEMENT

This Agreement, Made this 14th day of January 1918

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and E. W. Wallington,

party of the second part, witnesseth:

Whereas, the following described land, to-wit: Lot 47 Orchalara Subdivision

in Twin Falls County, Idaho, is at present being injured by seepage; and, whereas, the first party is about to bore one or more wells on or near said land ~~under the direction of~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, a ~~drainage engineer~~, for the purpose of determining the effect of such wells in draining said seeped land;

Now therefore, in consideration of the premises, it is hereby agreed:

(1) That the first party may at its option and under the direction of said engineer bore one or more wells on or near said land, the number, size, depth, character, and location to be designated by said engineer, that the first party shall have the right to enter on said lands and do and perform any and all things reasonably necessary in the judgment of said engineer in the furtherance of said work.

(2) The cost of boring said wells shall in the first instance be borne by the first party; but, the second party agrees to reimburse the first party to the extent of Fifteen dollars (\$ 15.00) per acre for any and all lands drained, the number of acres, if any, to be determined by the said engineer.

(3) It is understood that the first party does not in any wise admit or acknowledge that the seepage hereinbefore referred to or any part thereof, is the result of any neglect or other act or omission on the part of the first party, or that it is in any wise responsible for same, or that the first party in any wise admits or acknowledges a liability on account of same, or liability or responsibility to install the said or any system of drainage, or the right to second party to damage.

(4) It should be understood that should a flow of water be obtained by reason of said well, the same shall be subject to the use of the first party for irrigation, and second party will grant to the first party a free easement and right of way for ditches or waterways necessary to carry said water to the place or places desired by first party in order to utilize or dispose of same.

In Witness Whereof, the first party has caused the same to be executed by the hand of its secretary; and, the second party has set his hand the day and year first above written.

TWIN FALLS CANAL COMPANY,

By C. W. Taylor Secretary
E. W. Wallington

AGREEMENT
DRAINAGE

E. W. WALLINGTON

Contract #111

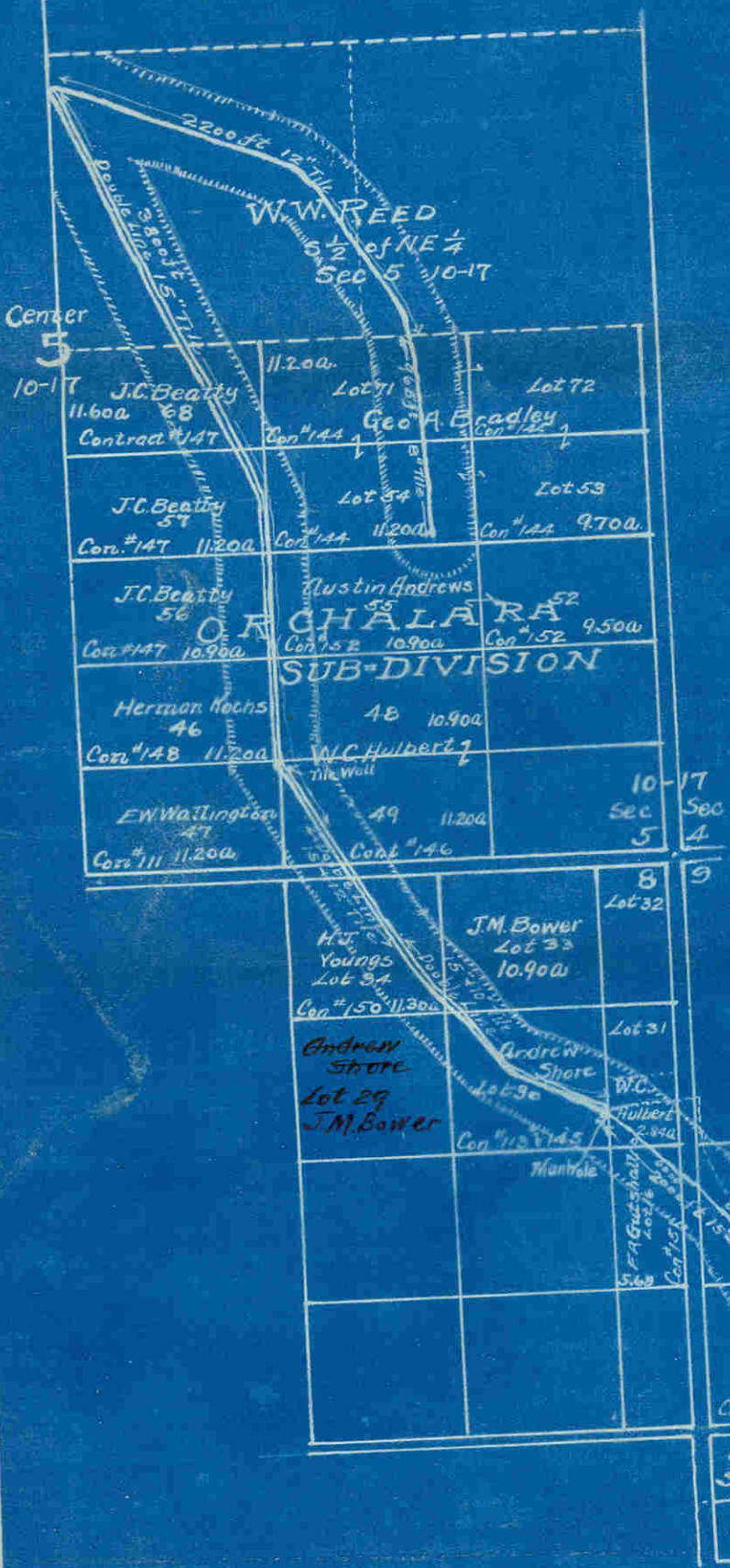
For Lot 47 Orchalara

Work commenced November, 1919, completed April, 1920.

Tile line touches Northeast corner of Lot 47. None
laid on land.

Tile well located at the Northeast corner of Lot 47.

Amount of land drained 0.9 acres.



Name	No. of Contract	Lot	Acreage	Totals
Austin Andrews	152	55	3.1	
J.C. Beatty	147	56	2.4	
" "	"	57	2.9	
" "	"	68	4.7	10.0
G.A. Bradley	144	54	6.2	
" "	"	71	4.7	10.9
J.M. Bower	No. Cont.	33	1.7	
" "	"	29	0.3	2.0
F.A. Gutshall	151	16	1.8	
W.C. Hulbert	No. Cont. 145	48	2.0	
" "	146	49	4.2	
" "	No. Cont.	31	2.3	8.5
Herman Kochs	148	46	2.4	
Andrew Shore	113	30	6.2	
E.W. Wallington	111	47	0.9	
H.J. Youngs	150	34	5.4	
W.W. Reed	No. Cont. SW-NE Sec. 5		21.2	
" "	No. Cont. SE-NE		5.0	26.2
Wm. Baldwin	43	Sec. 9	5.2	
H.J. Kingsbury	48	Sec. 9	6.3	
MOORMAN SUB-DIVISION				
Joe Fix	58	15	4.0	
"	No. Cont.	16	2.6	
"	No. Cont.	8	0.7	

Plat of
Orcharara Drainage
Scale 800' = 1"

File No. 4B.
Drawing No. 4253

SEE # 111

170585

W. Wallington.

47
5-10-17

STATE OF IDAHO
County of Twin Falls

I hereby certify that this instrument
filed for record at request of

at 25 minutes past 9

o'clock 9 M., this 10

day of Sept A. D. 1917 in my

office and duly recorded in book 10

of 6901 at

page 21

Ex-Officio Recorder,

Deputy.

Fees \$ 1.50

Return to:

[Handwritten signature]

IDAHO STATE COMPANY

A G R E E M E N T.

(7. Cont'd). way ~~to~~ ~~the~~ ~~Company~~ such waters to the place or places ~~where~~ ~~the~~ ~~Company~~ to utilize or dispose of the same.

DRAINAGE BY COOPERATION.

THIS AGREEMENT, Made this 1st, day of July, 1924, by and between E. W. Wallington of Idaho, party of the first part, called the "Owner," and the TWIN FALLS CANAL COMPANY, an Idaho Corporation, of Twin Falls, Idaho, party of the second part called the "Company."

WHEREAS, the following described land belonging to the owner to wit: _____, acres in the Lot 47 Orchardora Sub-division, is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprising ditches, tile, drains, and drainage wells on and near said land under the direction of the Company's General Manager in an effort to determine the effect of such works in draining said lands.

NOW, THEREFORE, in consideration of the premises it is hereby agreed:

(1) That the Company may at its option and under the direction of said General Manager locate the lines upon which said drainage works shall be installed, the number, size, depth, character and location of trenches, drain tile, wells, etc., and shall have the right to enter on said lands and do any and all things reasonably necessary in the furtherance of said work. That any person or persons whose land depend upon these works for drainage shall have the right to enter on these lands to join to, reconstruct and repair or maintain these drains.

(2) That no willows or poplar trees are permitted by the owner to grow within one hundred (100) feet of these tile lines.

(3) That the owner will protect the tile lines against any and all damage resulting from filling with roots or filling up open outlets, or the breaking into the tile by surface waters or from any other cause.

(4) That the owner shall excavate the trenches, deliver and lay the tile, join the wells thereto, cover the joints of the tile with sand, fill and properly puddle the trench all under the direction of the Company's General Manager.

(5) That the Company shall pay to the owner the sum of 27¢ per cu. yd., for such trench excavation in earth, gravel or loose rock that can be handled with pick and shovel, that shall be found of the proper depth and width, furnish tile and gravel at the Company's yards at Twin Falls, and drill such drainage wells as the Company believes necessary, and drill, blast and excavate such rock as cannot be handled with pick and shovel.

(6) That this contract is made for cooperation and division of expense only. That the Company does not in any wise admit or acknowledge that the seepage herein-before referred to or any part thereof, is the result of any neglect or other act or omission on the part of the Company, or that it is in any wise responsible for the reclamation of same, or that the Company in any way admits or acknowledges a liability on account of same, or liability or responsibility to install the said, or any system of drainage, or the right of the owner to damage.

(7) That should a flow of water be obtained by reason of said wells and tile drains, the same shall be subject to the use of the Company for irrigation, and the owner will grant to the Company a free easement and right of way for ditches or water

AGREEMENT, DRAINAGE BY COOPERATION, (Continued).

(7. Cont'd). ways necessary to convey such waters to the place or places desired by the Company in order to utilize or dispose of the same.

(8) That the successors and assigns of the parties hereto are bound hereby.

IN WITNESS WHEREOF, the first party has set hand and the second party has caused the same to be executed by the hand of its Assistant Secretary.

By Edward W. Wallington

TWIN FALLS CANAL COMPANY.

By W. O. Taylor

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS.

On this 1st day of July, 1924 before me, a Notary Public in and for said County and State, personally appeared W. O. Taylor, know to me to be the person whose name is subscribed to the within instrument as the Assistant Secretary of the Twin Falls Canal Company, and acknowledged to me that he subscribed the name of the Twin Falls Canal Company thereto as principal, and his own name as Assistant Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate above written.

My commission expires, 12-21, 1924.

L. H. Perrine
Notary Public.

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS.

On this 1st day of July, 1924 before me, L. H. Perrine, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared

Edward W. Wallington and

being the first party, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first party; and duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of July, 1924.

My commission expires, _____, 19____.

L. H. Perrine
Notary Public.