

CONTRACT 152-167 144

Geo. Bradley

Legal Description: Orchalara

Section 5 Township 10 South Range 17 East

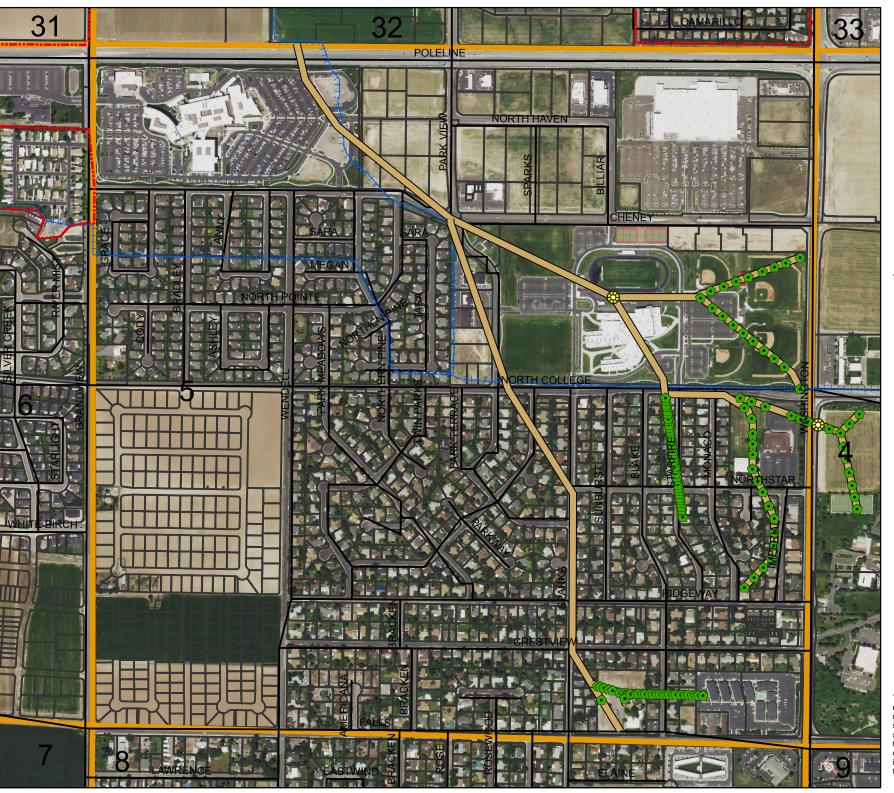






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Created: 8/2016



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WELL DRAINAGE

TWIN FALLS CANAL COMPANY, Party of the First Part.

Heo. A. Brolley
Party of the Second Part.

54-53-71-72 Sec Tp R 17 Sec Tp 1919 Sec # 167

Sur. Bound

This Agreement,	Made this	_day of _ June	28 19/9
by and between the TV			Idaho corporation,
party of the first part, a	nd Geo A.	Brakley.	
party of the second part	, witnesseth:		
Whereas, the fo	llowing described	land, to wit:	
Las 54-	71-12-53		
	Orcha	lara.	
. T. E. E. II. C.			J. J

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 the Company, Engineer, 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 filter dallar (\$ 1500) 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 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 hand the day and year first above written.

TWIN FALLS CANAL COMPANY,

By W.O. Juglor Secretary Seo. a-Brackley

GEORGE A. BRADLEY LAND

Contract #144

Lots 54 & 71 Orchalara Tract

Amount of tile laid \ 965 feet. 8m tile

Work commenced November, 1919, completed April, 1920.

No wells drilled on this land

Amount of land drained Lot 71 4.7 Acres

Lot 54 6.2 Acres

Total 10.9 Acres /

This consists of an amount of land 200 feet on East side of the tile line.

Contract #152

Lot 55 Orchalara Tract

Amount of tile laid, none

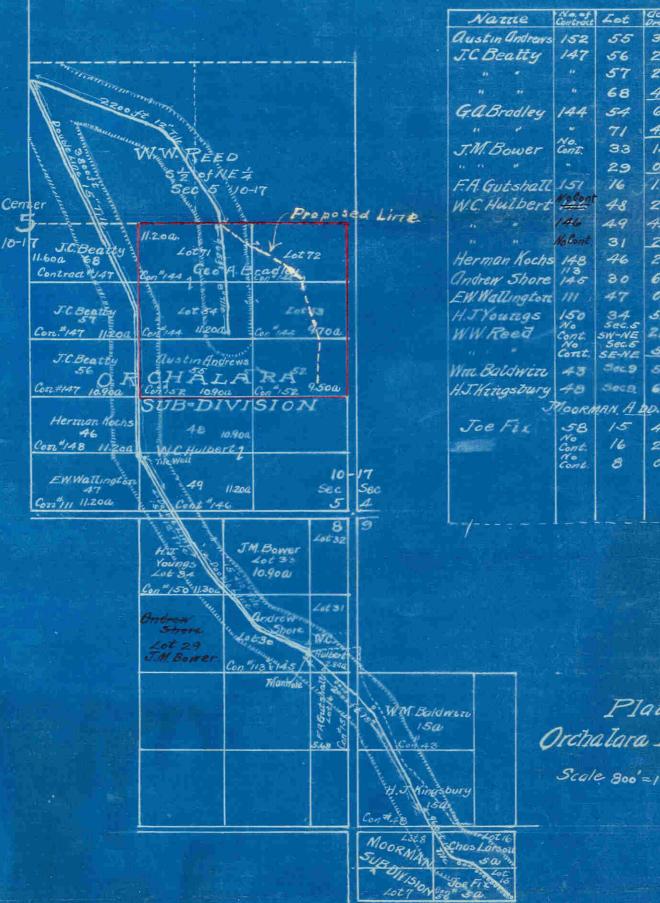
Work commenced November, 1919, completed April, 1920.

No wells drilled

Amount of land drained, 3.1 acres.

This consists of an amlount of land 200 feet on East side of tile line.

10,9 George a. Bradley Lats \$4,71, \$ 55 Orchalara track July 27, 1920 Sec. 5-10-17 The lands between the two drains are in good shape .. Water takk about .5 St. below surface The drainage 1 52 New 8" pipe east shows water is Good crops on all this land in late 71, 54 755 3½ to Water No 1 - Well-drill hole -3' 10" .. " Test hate 4' 0' " 7
4' & 6" " "
5' to mad () 4' 6" to Mub I notural ground! " celer under the house - 4'o below surface. It appears that they will need another tile line east of the 8" drain to take core I the water coming from the east, so shown by broken line. Examined July 27,-1920. L. M. Perrine



Platof Orchalara Drainage Scale 800'=1"

3.1

24

2.9

6.2

1.7

0.3

1.8

2.0

4.2

2.3

2.4

6.2

0.9

5.4

21.2

5.0

5.2

63

40

2.6

0.7

4.7 10.0

4.7 10.9

2.0

8,5

26.2

File No.4B. Drawing No. 4253

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,
Party of the First Part.

Party of the Second Part.

Let 52 p 55 Orchalara Tp. R. 191. Sec # 144 " # 167

This Agreement, Made this 9th day of Sec 19/9
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and Seo. A. Bradley
party of the second part, witnesseth:
Whereas, the following described land, to wit: Lots 52 + 55 Orchafara - Sub Division
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 <u>The Company Engineer</u> , 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 ————————————————————————————————————
(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 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

first above written.

By Seo. A. Brackley

TWIN FALLS CANAL COMPANY,

GEORGE A. BRADLEY LAND

Contract #144

Lots 54 & 71 Orchalara Tract

Amount of tile laid 965 feet. 8 tile

Work commenced November, 1919, completed April, 1920.

No wells drilled on this land

Amount of land drained Lot 71 4.7 Acres

Lot 54 6.2 Acres

Total 10.9 Acres

This consists of an amount of land 200 feet on East side of the tile line.

Contract #152

Lot 55 Orchalara Tract

Amount of tile laid, none

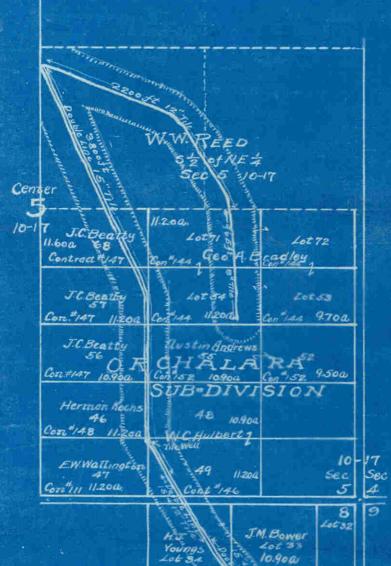
Work commenced November, 1919, completed April, 1920.

No wells drilled

Amount of land drained, 3.1 acres.

This consists of an amlount of land 200 feet on East side of tile line.

See contract 140 for 1920 Exemination of H.P.



Name	Na. of Contract	Lot	Ocres	Totals
austin andrews	152	55	3.1	NAME.
J.C Beatty	147	56	24	
		57	2.9	
H . H		68	47	10.0
G.a. Bradley	144	54	6.2	
n - n		7/	4.7	10.9
J.M. Bower	Cont.	33	1.7	
n n w		29	0.3	2.0
F.A. Gutshall	151	16	1.8	
W.C. Hulbert	146	48	2.0	
	4	49	4.2	499
	•#	3/	2.3	8.5
Herman Kochs	148	46	2.4	
andrew Shore	113	30	6.2	
EW. Wallington	111	47	0.9	
H.J. Youngs	150	34	54	
W.W.Reed	Cont.	SEC.S SW-NE	21.2	
	Cont.	SE-NE	5.0	26.2
Wan Baldwin	43	Sec. 9	5.2	
H.J. Kingsburg	48	Secs	63	
Ų √	TOORA	IAN A I	D.	
Joe Fix	58	15	4.0	
and the second	Cont.	16	2.6	
	Cont.	8	0.7	
			(F., F	

Manhole Shore WC.

Con 113 145 Series

Manhole Sa Series

Sun S Series

Moorning

Con 148 Series Lot 16 Series Lot 17 Series Lot 16 Series Lot

Plat of Orchalara Drainage Scale 800'=1"

File No.4B. Drawing No.4253

#167 Geo. Bradley Dec # 144 24/15 20 MON

DRAINAGE BY COOPERATION.

this agreement, Made this 5th day of Journey .192 by and between Ye. a Brodly and wife of twent the , Idaho, party of the first part, called the "Owner," and the TWIN FAILS 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 towit: 62.90 acres in the 1 to 71,72,52,53,54,755 Orchlora

Sec. 5-/0-17 is at present being threatened by seepsge, and whereas, the owner is about to install a drainage system, comprizing ditches, tile, drains, and drainage wells on and near said land under the direction of the Company's engineer 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 engineer 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, construct 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 engineer.
- 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 Juin few and drill such drainage wells as the Company believes necessary.
- (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-

*167 AGREEMENT.

DRAINAGE BY COOPERATION.

by and between Le. a Brodly and wife of Journey ,192:

by and between Le. a Brodly and wife of Journey ,184:

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 towit: 62.90 acres in the 1sto 7/,72,52,53,54,755 Orchelora Sec. 5-/0-/7, is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprizing ditches, tile, drains, and drainage wells on and near said land under the direction of the Company's engineer 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 engineer 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, construct 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 engineer.
- 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 Juni fell, and drill such drainage wells as the Company believes necessary.
- (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 refered 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-

Twin Falls, Idaho. Jan. 7th, 1922.

Mr. J. C. Wheelon, Gen. Mgr.

Dear Sir:-

I measured up Geo. A. Bradley's trench and find the excavation to be 916 cu. yds., in 2100 feet of line.

Cost -- 916 @ 27¢ per cu.yd. \$247.32

Yours truly, Paid four - 22

Engineer.

P-W

18° Acres Effected on the East Side & drained (on con. # 167) [1922 New Work: 12100 ft - 8" tile 5- 16 wells - 1928 on old line west side - 965 ft - 8" [37 (on #144)] Total of all controcts

144, #182 + 167



