

**CONTRACT
147**

J.C. Beatty

Legal Description:
Orch.

Section 5
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.

147

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

J. C. Beatty

Party of the Second Part.

Lot 56-57-68 - Orchard

Sec. *5* Tp. *10* R. *17*

Sept 20 1919

AGREEMENT

This Agreement, Made this 20th day of Sept 1919

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and J. C. Beatty

party of the second part, witnesseth:

Whereas, the following described land, to-wit:

Lat 56-57-68 - Orchatawa
Sec 5 Twp 10 So Range 17 E B M.

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 Company's 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 Fifteen dollars (\$ 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 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,

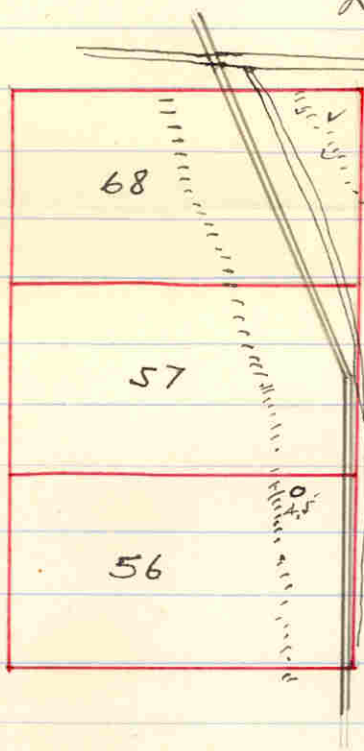
By W. O. Saylor Secretary

J. C. Beatty

J. C. Beatty

Contract # 147

Lots - 56, 57 & 68 Orchard Tract
Section 5-10-17



Good crops on place.
Mr. Beatty is satisfied
with drainage work
except he objects
to the practice of
checking up the water
in the open drain ditch
and to carry it
over the lateral No. 42.

This keeps the land
wet on the north side of lot 68.

Test hole 4 1/2' to mud.

July 25-1920

L. H. Perrine

J. C. BEATTY LAND

Contract #147

Lots 56, 57 & 68 Orchalara Tract

Amount of tile laid 2800 feet. 15" tile

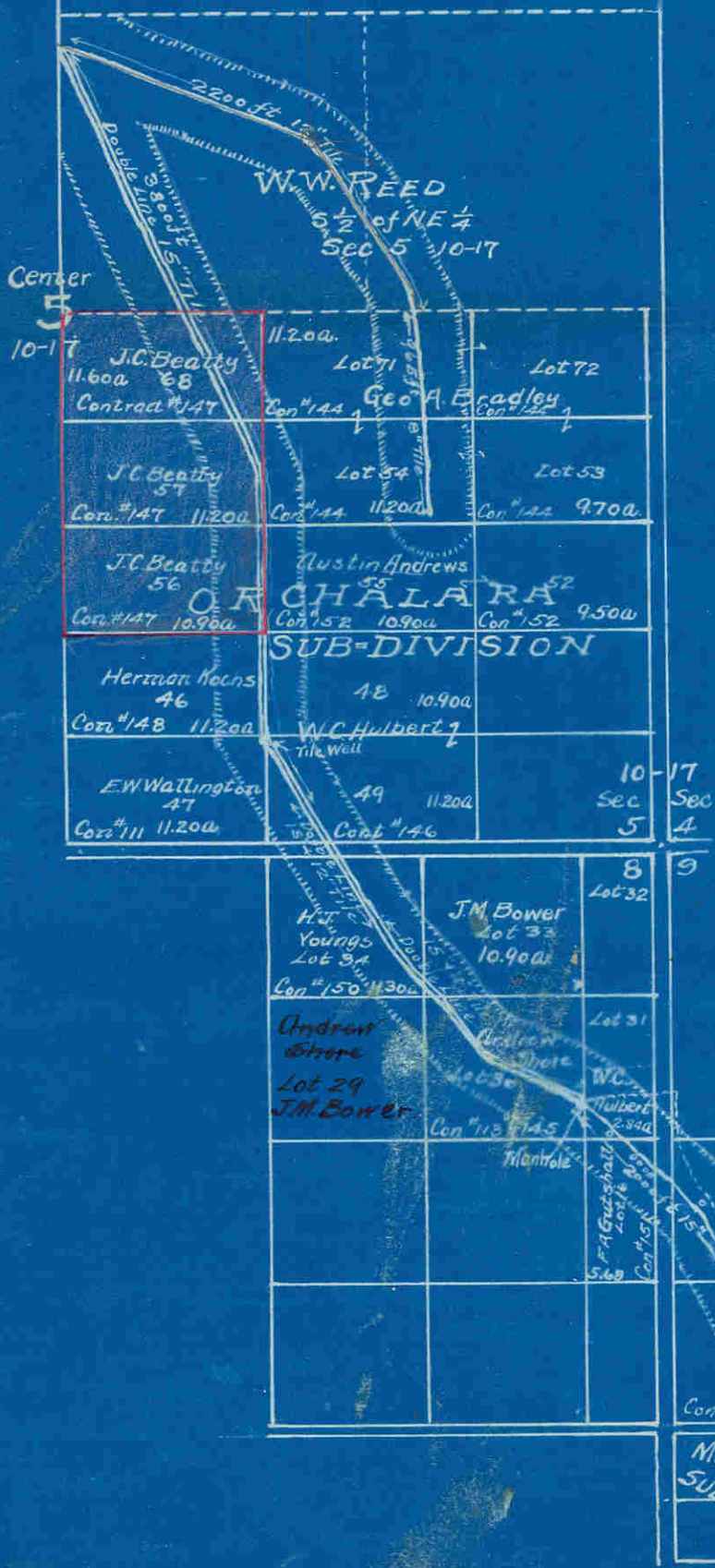
This consists of a double line of 15" tile for a distance of 1400 feet.

Work commenced November, 1919, completed April, 1920.

No wells drilled on this land

Amount of land drained	Lot 56	2.4 Acres
	Lot 57	2.9
	Lot 68	<u>4.7</u>
	Total	10.0 Acres

It is assumed that land is drained 200 feet on each side of the line.



Name	No. of Contract	Lot	Acres Drained	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.	48	2.0	
" "	146	49	4.2	
" "	No. Cont.	31	2.3	8.5
Herman Kochs	148	46	2.4	
Andrew Shore	145	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.	Sec. 5	5.0	26.2
" "	No. Cont.	SE-NE		
Wm. Baldwiz	43	Sec. 9	5.2	
H.J. Kingsbury	48	Sec. 9	6.3	
MOORMAN A. D.				
Joe Fix	58	15	4.0	
" "	No. Cont.	16	2.6	
" "	No. Cont.	8	0.7	

Plat of
Orchalara Drainage
Scale 800' = 1"