

**CONTRACT
148 & 240**

Herman Koch

Legal Description:
Lot 46 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.

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

Herman Koch

Party of the Second Part.

Lot 46 Orchelona

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

Sept 20 191*9*

See # 240

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 Herman Koch

party of the second part, witnesseth:

Whereas, the following described land, to-wit:

lots # 45 and 46 Archolara
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 Company's Engr, 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 _____ hand the day and year first above written.

TWIN FALLS CANAL COMPANY,

By W. O. Taylor Secretary
Herman Koch

HERMAN KOCH

Contract #148

Lot 46 Orchalara Tract

Work commenced November, 1919, completed April, 1920.

Amount of tile laid, 920 feet. 15" tile.

This consists of a double line of 15" tile along the East side of Lot 46.

No wells drilled on this land

Amount of land drained, 2.4 acres

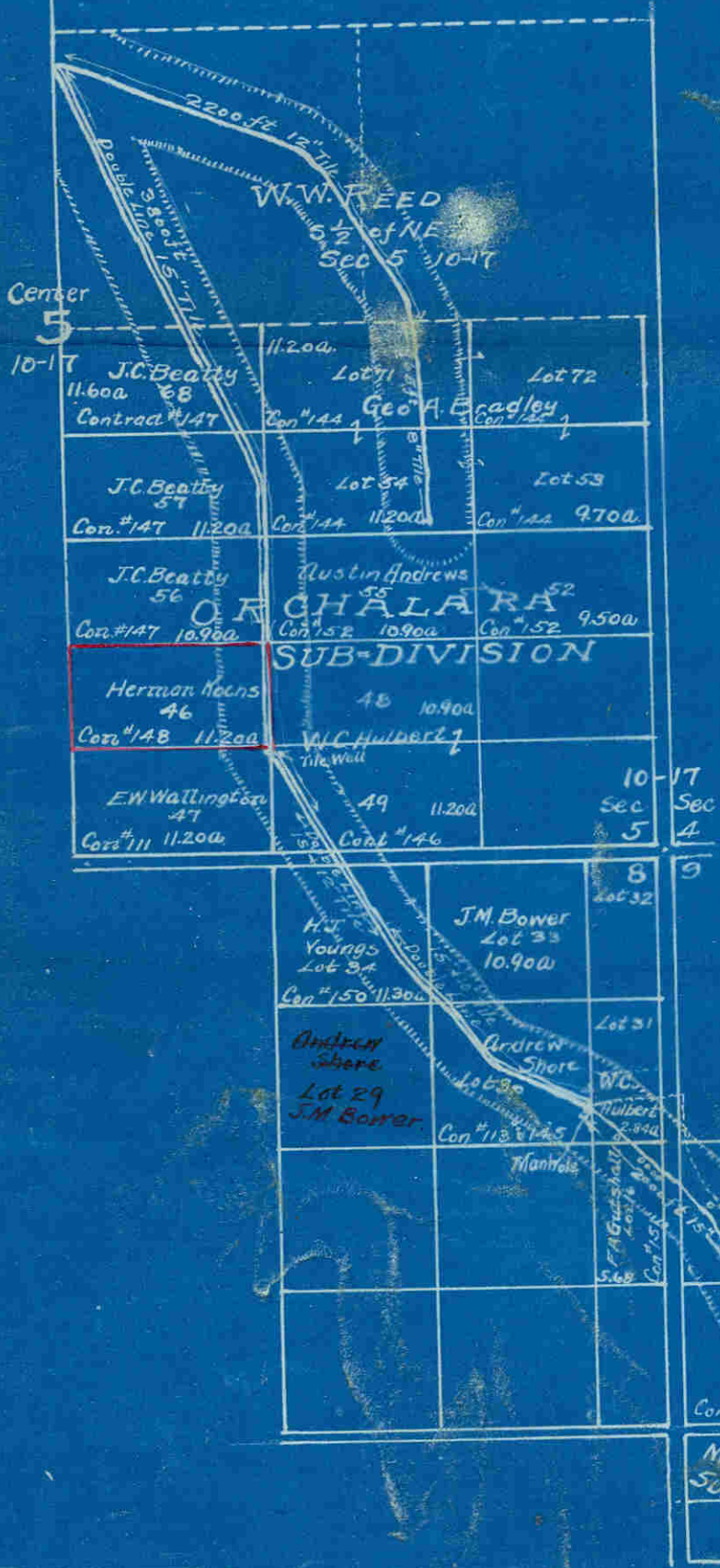
This consists of a tract of land 200 feet on each side of the tile line.

June 1920.

Herman Koch
Contract # 148
Lot # 46 Orchalara Tract - Sec. 5 - ¹⁰ T-17

Good crop of wheat where the seepage was the worst. It appears to be completely drained.

July. 25 1920
L. H. Perine



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.	SE-NE Sec. 5	5.0	26.2
Wm. Baldwin	43	Sec. 9	5.2	
H.J. Kingsbury	48	Sec. 9	6.3	
MOORMAN, H. D.				
Joe Fix	58	15	4.0	
" "	No. Cont.	16	2.6	
" "	No. Cont.	8	0.7	

Plat of
Orchalara Drainage
Scale 800' = 1"

File No. 4B.
Drawing No. 4253

240

170584
SEE # 148
Agreement.

Herman Koch.

Lot 46
5-10-17

acknowledged to me that he subscribed the name of the Twin Falls
as the defendant secretly of the Twin Falls Candy Company, and
to be the person whose name is subscribed to the within instrument
Company and the person whose name is subscribed to the within instrument
County of Twin Falls, Idaho, before me, to wit, before me,
I do hereby certify that this instrument
was recorded at request of
9 minutes past 9
of Sep 1900 in my
and duly recorded in book 10
at
20
Ex-Officio Recorder,
Deputy.

[Handwritten signature]

[Handwritten signature]
9 minutes past 9
of Sep 1900

[Handwritten signature]
Ex-Officio Recorder,
Deputy.

Fee \$ 1.00 Deputy.

Return to:

TWIN FALLS CANDY COMPANY

[Handwritten signature]

AGREEMENT, DRAINAGE BY COOPERATION. (Continued).
A G R E E M E N T .

(7. Cont'd). DRAINAGE BY COOPERATION.

THIS AGREEMENT, Made this 1st, day of July, 1924, by and between Herman Koch 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: 3 acres in the Lot 46 Orchalora 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 Herman Koch

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, L. H. Perrine, a Notary Public in and for said County and State, personally appeared W. O. Taylor, known 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, _____, 19__.

L. H. Perrine
Notary Public.

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS.

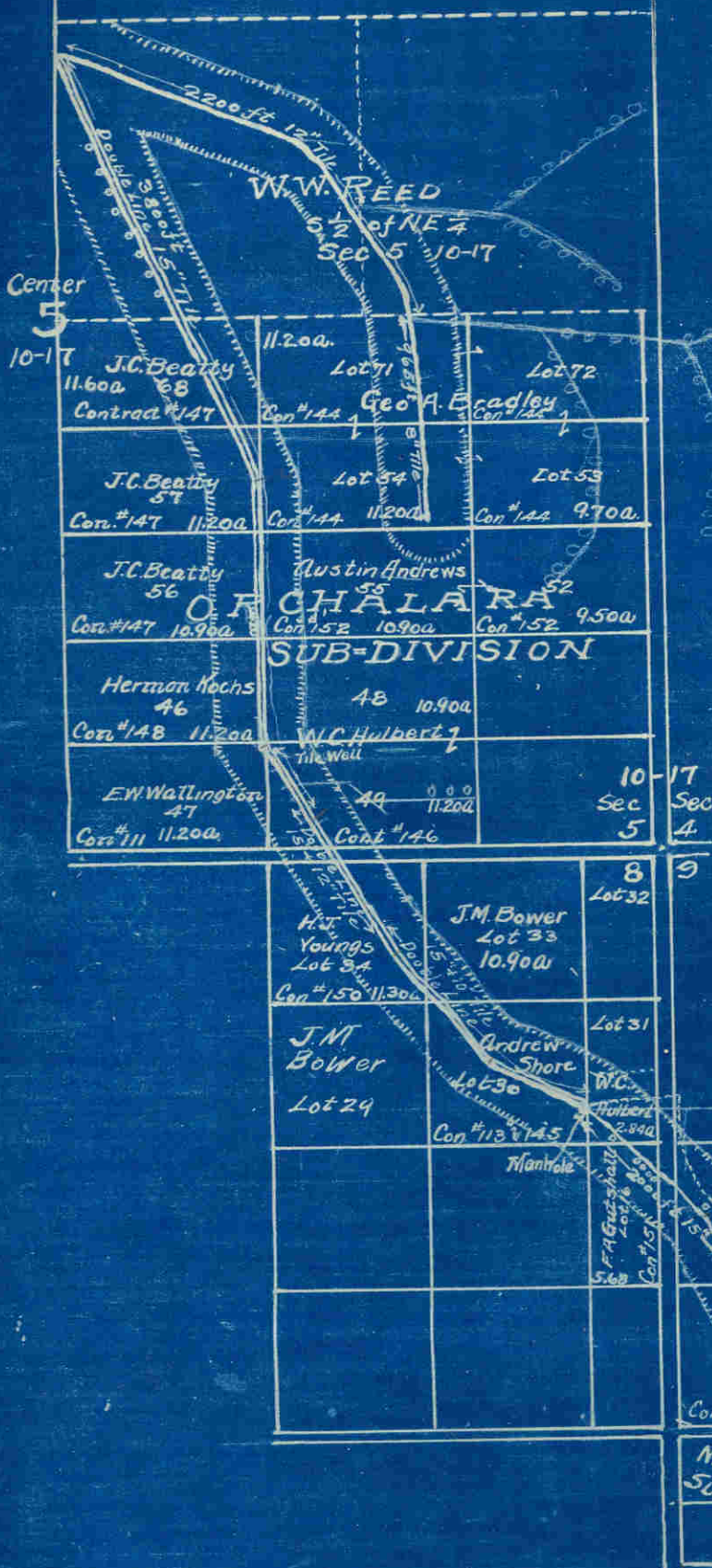
On this 1st day of July, 1924, before me, L. H. Perrine, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared _____

Herman Koch and _____
being the first part of, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first part y; 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.



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H.J. Kingsbury	48	Sec. 9	7.6	
MOORMAN A.D.D.				
Joe Fix	58	15	4.0	
Chas. Larson	No. Cont.	16	2.6	
E.M. Clery	No. Cont.	8	0.7	

3800

Plat of Orchalara Drainage
Scale 800' = 1"