

CONTRACT 151

F.A. Gutshall

Legal Description: Lot 16 Orch.

Section 8 Township 10 South Range 17 East







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Created: 8/2016

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY, Party of the First Part.

Party of the Second Part.

F. a Gutshall

Lot 16Tp Orchalara Dec 2 nd 191-9

New Work see Job # 324A.

AGREEMENT

This Agreement, Made this 2 day of Ale 19/9
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and F. a. Sutshall
party of the first part, and
party of the second part, witnesseth:
Whereas, the following described land, to wit:
Lot 16 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, a drainage engineer, for the pur-
pose 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 en-
gineer 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 reason-
ably 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
(\$ /500) 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 acknow-
ledge 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 irriga-
tion, 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 his hand the day and year
first above written.

TWIN FALLS CANAL COMPANY,

By Co. Jaylor Secretary

× Ft. a. Butshall

Ot. Q. Sutshall Contract # 151

Lat 16 - Orchalora That

Sec. 8-10-17

Water table below 4-10" 200 south of tile line in the central portion of lat 16.
Good craps.

July, 27-1920

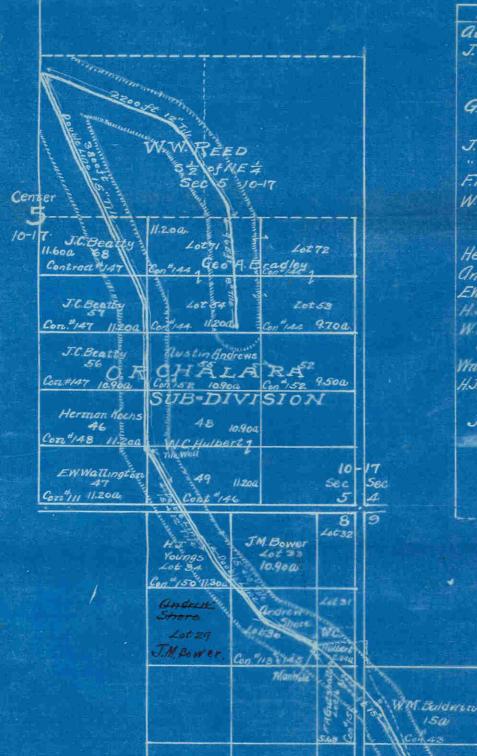
F. A. GUTSHALL

Contract No. 151

Lot 16 Orchalara Tract

Work commenced November 1919, completed April 1920. Amount of tile laid, 260 feet, 15th tile. 4 Wells Drilled.

Amount of land drained, 1.8 acres.



	1 W C			Control of
Name	Contract	Lot	Degines	Totals
austin andrews	152	55	3.1	9
J.C Beatty	147	56	24	
		57	2.9	
	11	68	47	10.0
G.a. Bradley	144	54	6.2	
"		7/		10.9
J.M. Bower	No.		REAL PROPERTY.	
J.M. Dower	Cont.	33	1.7	
		29	100	2.0
F.A. Gutshall		16	1.8	
W.C. Hulbert	12 sa	48	2.0	
	146	49	4.2	
	MoCont.	3/	2.3	8.5
Herman Kochs	148	46	2.4	
andrew Shore	113	30	6.2	
EW Wallington		47	0.9	
HJYoungs	150	34	54	
WW.Reed	No	Sec.5	21.2	
77.77.600	No.	Sec. 6	Nation 1	26.2
W B 1	Cont.	SE-NE	OTHER DESIGNATION	20.2
War Baldwin	45	Sec.9	5.2	ATTE
H.J. Kringsburg	48	Secg	63	
	POORA	AN AL	D.	
Joe Fix	58	15	4.0	
	Cont.	16	2.6	
	Cont.	8	0.7	K.S.
	100			100

Plat of Orchalara Drainage Scale 800'=1"

File No.4B. Drawing No.4253