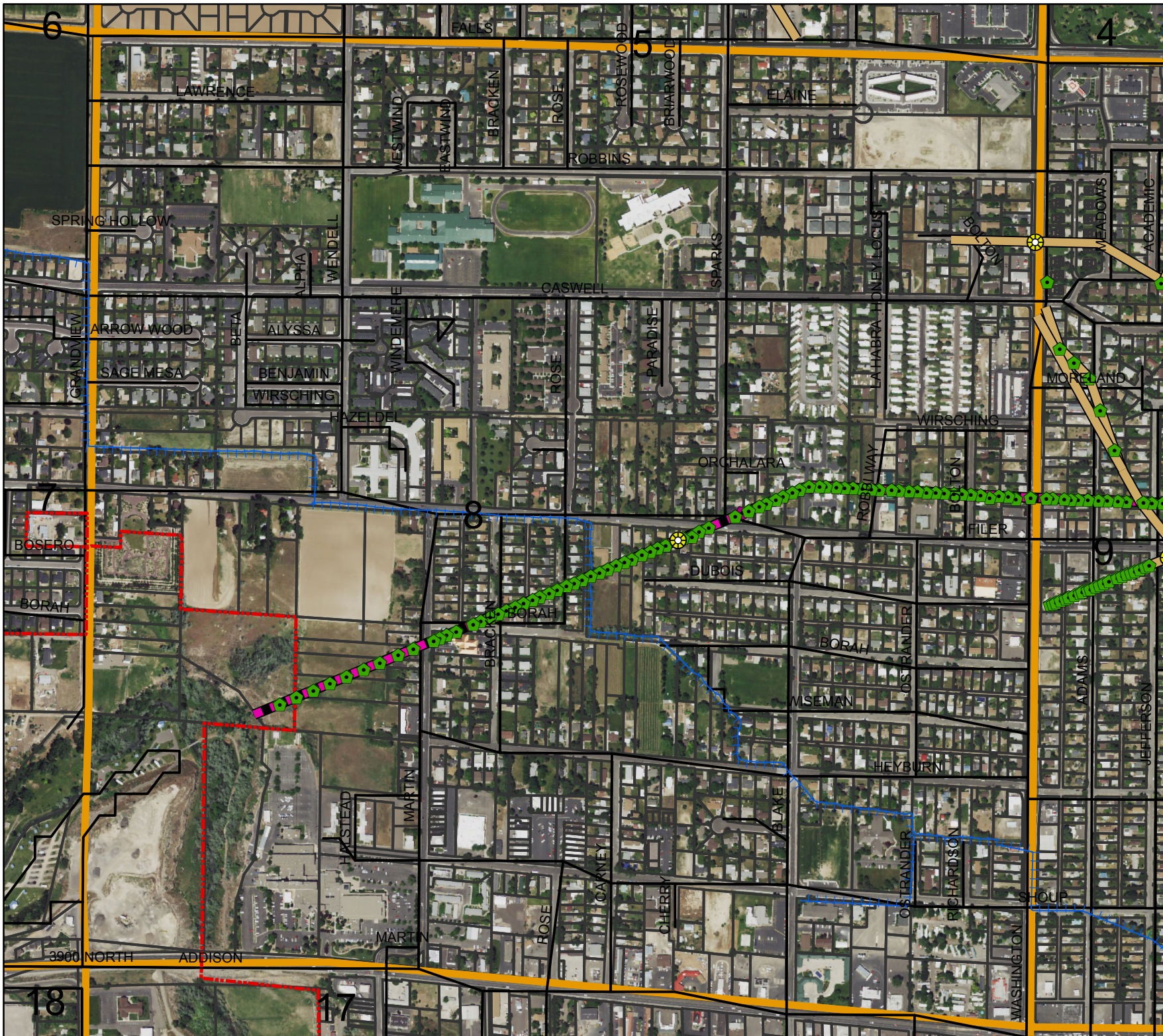


CONTRACT 339

A.E. Picket

Legal Description:
Lot 14-15 Orch.

Section 8
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.

A. E. Pickett #339 339

Lot 14 & 15

Ore -

8-10-17

339

241008

AGREEMENT

A. E. Pickett & Co.

to

Twin Falls Canal Co.

STATE OF IDAHO }
County of Twin Falls }

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

Twin Falls Canal Co.

at 1 minute past 2

o'clock P M., this 1st

day of Apr A. D. 1922

office and duly recorded in book 11

of C. A. & B. at

page 621

Harry C. Parsons

Ex-Officio Recorder

Jennie Hinton

Deputy

fee \$ 1.00

Return to:

CO. OF THIS STATE TO RECORD INSTRUMENTS FILED FOR RECORD IN THE COUNTY OF TWIN FALLS, IDAHO

CLERK OF TWIN FALLS COUNTY, IDAHO

AGREEMENT FOR A DRAINAGE TUNNEL RIGHT OF WAY

THIS AGREEMENT, made this 1st day of April 1932, by and between A.E. Pickett and Hazel F. Pickett parties 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".

Sec. 8-10-17

WHEREAS, the following described land belonging to the Owner to-wit: 16.02 acres in the Lots 14 and 15 Orchard Sub. and whereas the Company wishes to drive a tunnel under a part of the above described land to drain land in this locality.

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 line of the tunnel and drill wells for ventilation and for drainage as it deemed necessary and advisable.

(2) That should the water developed become too great to successfully drive the tunnel advantageously or the distance from the portal (which is at the 29+15) to the face of the tunnel become too long to drive the tunnel economically, a shaft may be constructed to hoist the waste material. In case a shaft is required to continue the tunnel work, the waste material will be removed from the premises if the Owner so desires.

(3) After the tunnel is finished the Company will concrete the well holes in the rock and back-fill the same in the regular fashion to prevent irrigation water from being lost from the land surface.

(4) That should a flow of water be obtained by reason of said tunnel and wells, the same shall be subject to the use of the Company for irrigation.

(5) 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 _____ By A. E. Pickett

By _____ By Hazel F. Pickett

TWIN FALLS CANAL COMPANY

By Emma L. Shick
Its Assistant Secretary

STATE OF IDAHO
COUNTY OF TWIN FALLS)

On this 1st day of April 1932, before me
L. H. Perrine a Notary Public in and for said
County and State, personally appeared Ernest L. Wick
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,

12/21 1932. L. H. Perrine
Notary Public

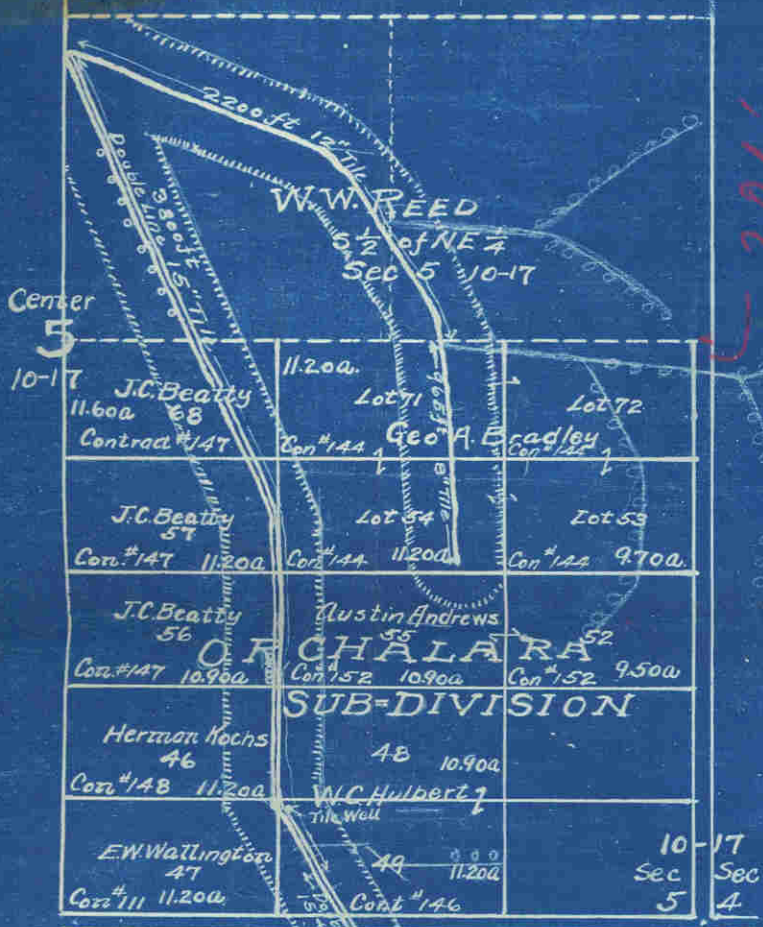
STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

On this 1st day of April, 1932, before me,
L. H. Perrine, a Notary Public in and for Twin
Falls County, State of Idaho, personally appeared A. E. Pickett
and Hazel F. Pickett and his wife
being the first part, to the above and foregoing instrument,
known to me to be the persons who subscribed the same as said
first parties; and duly acknowledged to me that they executed
the same.

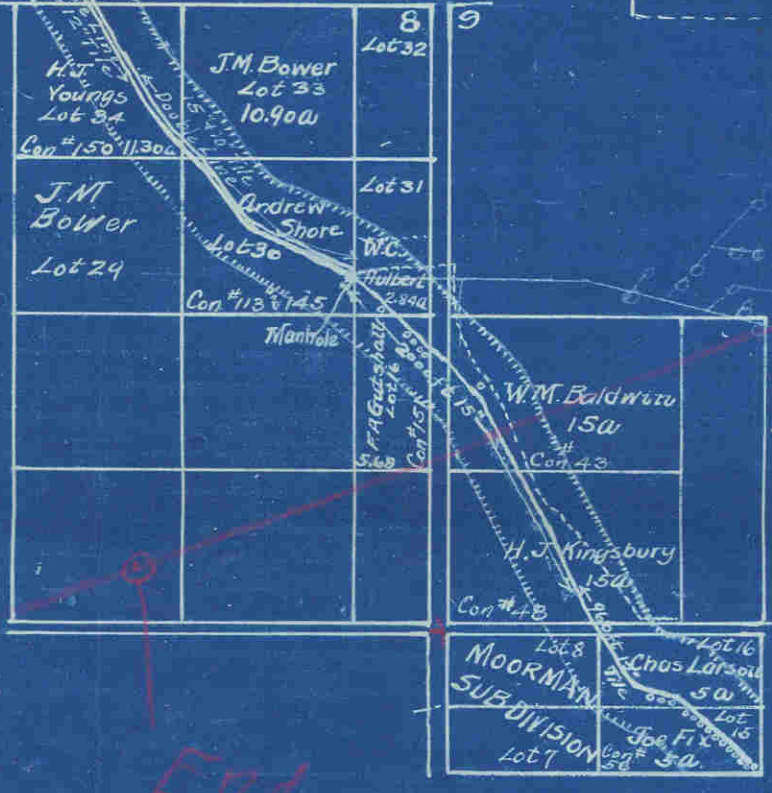
IN WITNESS WHEREOF, I have hereunto set my hand and official
seal this 1st day of April 1932.

My commission expires,

12/21 1932. L. H. Perrine
Notary Public



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	15.0	
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. McClery	No. Cont.	8	0.7	



Plat of
Orchardara Drainage
Scale 300' = 1"

File No. 5082
Drawing No. 82