



CONTRACT
No. 94

E.B. Ripley

Legal Description:
SE1/4SW1/4

Section 25
Township 9 South
Range 15 East

Legend

- Man Holes
- Observation Wells
- Tunnel Portals
- Vertical Shafts
- Wells
- Drains
- Tunnels
- City Limits
- Canals
- Roads
- Section Line
- Parcels



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Created: 8/2016

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

J E Sw

Party of the Second Part.

E. B. Ripley

Sec. 25 Tp. 9 R. 15
November 1 1916

AGREEMENT

This Agreement, Made this 1 day of November 1916

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and E. B. Ripley

party of the second part, witnesseth:

Whereas, the following described land, to-wit: SE 1/4 SW 1/4
Section 25 Township 9 N. R. 15 E. 3rd

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 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. Jaylor Secretary
E. B. Ripley

A G R E E M E N T
DRAINAGE BY COOPERATION

THIS AGREEMENT, made this 25, day of February, 1930, by and between B. C. Van Ausdeline,

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: 15 acres in the SE 1/4 - SW 1/4 - 25 - 9 - 15 - 50 M., is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprising ditches, tile, drains, and drainage well 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, deliver gravel and the tile, fill and properly puddle the trench all under the direction of the Company's General Manager.
- (5) That the Company shall furnish tile and gravel at the Company's yards at Buhl, and drill such drainage wells as the Company believes necessary, and excavate the trenches.
- (6) That this contract is made for cooperation and division of expense only. That the Company does not in any way admit or acknowledge that the seepage here-in-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 way 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.
- (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 a ditch or water 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 _____ By B. C. Van Ausdell

By _____ By _____

TWIN FALLS CANAL CO.

By Emma S. Hick

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

On this 25th, day of Feb., 1930 before me L. H. Perrine, A Notary Public in and for said County and State, personally appeared B. C. Van Ausdell 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 thereunto 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 25, day of Feb., 1930, before me, L. H. Perrine, A Notary Public in and for Twin Falls County, State of Idaho, personally appeared B. C. Van Ausdell and _____ and _____

being the first party, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first party; and duly acknowledged to me that _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25, day of Feb., 1930.

My commission expires, 12-21, 1932.

L. H. Perrine
Notary Public

49 2 100 110 302

Contract # 94
E. B. Ripley
Filed 2d.

S.E. SW 25-9-15.

This work was done during the winter of 1916 and was discontinued account freezing weather.

Eleven wells have been drilled and 982 feet of 8" tile laid.

Some of the trenches have been completed, tile laid and rooked but not backfilled. The tile is badly silted from soil washing in from the adjoining fields.

Indications are that the land can be successfully drained. Cedar Grove furnishes a fair out let for tile drains and the wells bring the water within reach of drains of reasonable depth.

This work should be resumed and crowded to completion as rapidly as possible, since it keeps raising on land further back. 11⁶ acres are affected.

June 13, 1918

W. H. H. H.

Cont # 94

E. B. Ripley
Tiler, Idaho.

⁶⁰
} 11/2 acres drained. S. E. S. W. - Section 25-9-15.
11 wells drilled + 982' x 8" tile laid.

The test holes show the following conditions.

- Test hole # 1 - Shale 5' 0" from surface - dry
" " # 2 - Shale 4' 6" " " dry
" " # 3 - Shale - 2' " " wet
" " # 4 - to quad - 2' 8" from surface - sandy
" " # 5 - Shale 6' 0" " " wet at surface - dry at bottom
Well # 6 - Water 1' 2" from surface - low ground
Test hole # 7 - Shale 4' " " " wet from 1 1/2' from surface & 1/2' dry at shale
" " # 8 - Not wet 6' 0" from surface
" " # 9 - " " 6' " " "
(See blue print attached)

There was a heavy growth of alfalfa & sweet clover where the water had washed the alkali off. This is especially true near holes # 5, 6 & 7.

There is no seepage showing up at all this year on the higher ground which is dry at this time.

Along the cañon in the South East Corner is a wilderness of sweet clover & alfalfa.

This seems to be drained at this time.

August 21 - 1920
L. H. Perrins



E. B. RIPLEY,
 FILER ID# 110
 SE. SW. 25-9-15,
 CONTRACT # 54.

E. R. PHILIPS,
 NE. SW. 25-9-15,
 CONTRACT # 60.

A 211

OK!

A 211
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