

### CONTRACT 109

### Geo Hoover

Legal Description: Lot 1

Section 3 Township 10 South Range 17 East







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Created: 8/2016

## 109

## **AGREEMENT**

#### WELL DRAINAGE

TWIN FALLS CANAL COMPANY,
Party of the First Part.

Party of the Second Part.

Sec. 3 Tp. 10 R. 17 Oct 13 1917

# **AGREEMENT**

the

This Agreement, Made this 13 day of October 1917

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,

party of the first part, and

party of the second part, witnesseth:

Whereas the following described lend to with

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 the first party to the extent of dollars (\$/\$\subseteq \subseteq \text{\subset} \subseteq \text{\subseteq} \subseteq \text{\subseteq} \text{\subse
- (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 o 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 Ces & Jagla / Secretary

Geo. W. Hoonin Cont # 109 Lat 1 (n.E. n.E)Sec. 3-10-17 no work done He test wells show the following conditions Test well no:1 - Shale - 4 ft. from surface - dry " no. 2 - Shale - 4 " 6 in no water - 5' 6" 1. 911-3 - doup - 3.10 ... Hard from - 1' Water " m. 1 - Shale - 2' " Mo- 5 - Water - 2' 7" " no. -6 - Shale - 2' 7''

water - 2' 1"

" 46. - 7 - Shale - 2' 5" " Ly " no. 8 Water - 0' 8" " no water ~ 70. 9 Shale - 4' 4" " 20. 10 Shale + 2 " not wet See blue frint for test hales 8 proposed wells. Good wheat crop in Southwest comer -good bean crop just north of the wheat. The alkali is showing up where the water is near the surface and nothing will grow. 13.6 acres effected August 4 - 1920 L. H. Perins

FOR WM. HARKINS OF

M. HARKINS on the Geo. Hoover, Drainage Job.

Solid Rock, 15 Cu. Yds. 9 \$7.00 \$105.00

Hard Pan or Shale 170 " " 8 2.50 425.00

Earth, Exc. 180.3 " " 8 .65 117.20

Total amount earned, \$647.20

15% retained for finishing, 97.06

Balance due and payable, \$550.14

GEN. MGR. TWIN PAILS CANAL CO.

July 8, 1922.

FINAL ESTIMATE

aw

for

WM. HARKSINS, CONTRACTOR,

on the

Geo . Hoover, Drainage Job.

Earth Excavation, 258.1 Cu. Yds. 3.65 \$167.78
Shale "315.7" "2.50 789.25
Solid Rock, 38.5" "07.00 269.50

Total Amount, \$1226.53

Previous Estimate, June 30, 1922, \$550.14

Bala ce due and payable, \$676.39

GEN. MGR. TWIN FAILS CANAL CO.

Legend Test Holes Geo. W. Hoover Lot. 1 (NE -NE) Sec. 3 -10-17 Cont. No. 103.

