













CONTRACT  
No. 119

James Durfee

Legal Description:  
SE1/4NE1/4

Section 2  
Township 10 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.

*James Deuffe*  
Party of the Second Part.

*S 718'*

Sec. *2* Tp. *10* R. *15*

*July 23* 191*8*

*New work  
1929-30*

*2-15" tile lines*



Nothing done  
June 1 1916

# AGREEMENT

This Agreement, Made this 23rd day of July 1916

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,  
party of the first part, and James Durfee

party of the second part, witnesseth:

Whereas, the following described land, to-wit: SE<sup>4</sup> of the NE<sup>4</sup>  
and all of the NE<sup>4</sup> of SE<sup>4</sup> of section 2-10-15  
North O.S.T. railroad.

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 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 (\$15<sup>00</sup>) 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 ac-  
knowledge 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 rea-  
son 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 \_\_\_\_\_ Secretary  
James Durfee

James Durfee

Cont 119 - SE-NE 8 pt. NE-SE north of RR  
10.5 Acres Sec. 2-10-15

Owned by, E. R. Walz.

The water is oozing out of the ground just below wells 1 & 2 and there is about an acre that is wet now.

All the rest of the land seems to be very well drained.

The wells # 1 & 2 ought to be tiled into the coulee and I think it would cure the wet spot on this land.

The following is the result of the test holes.

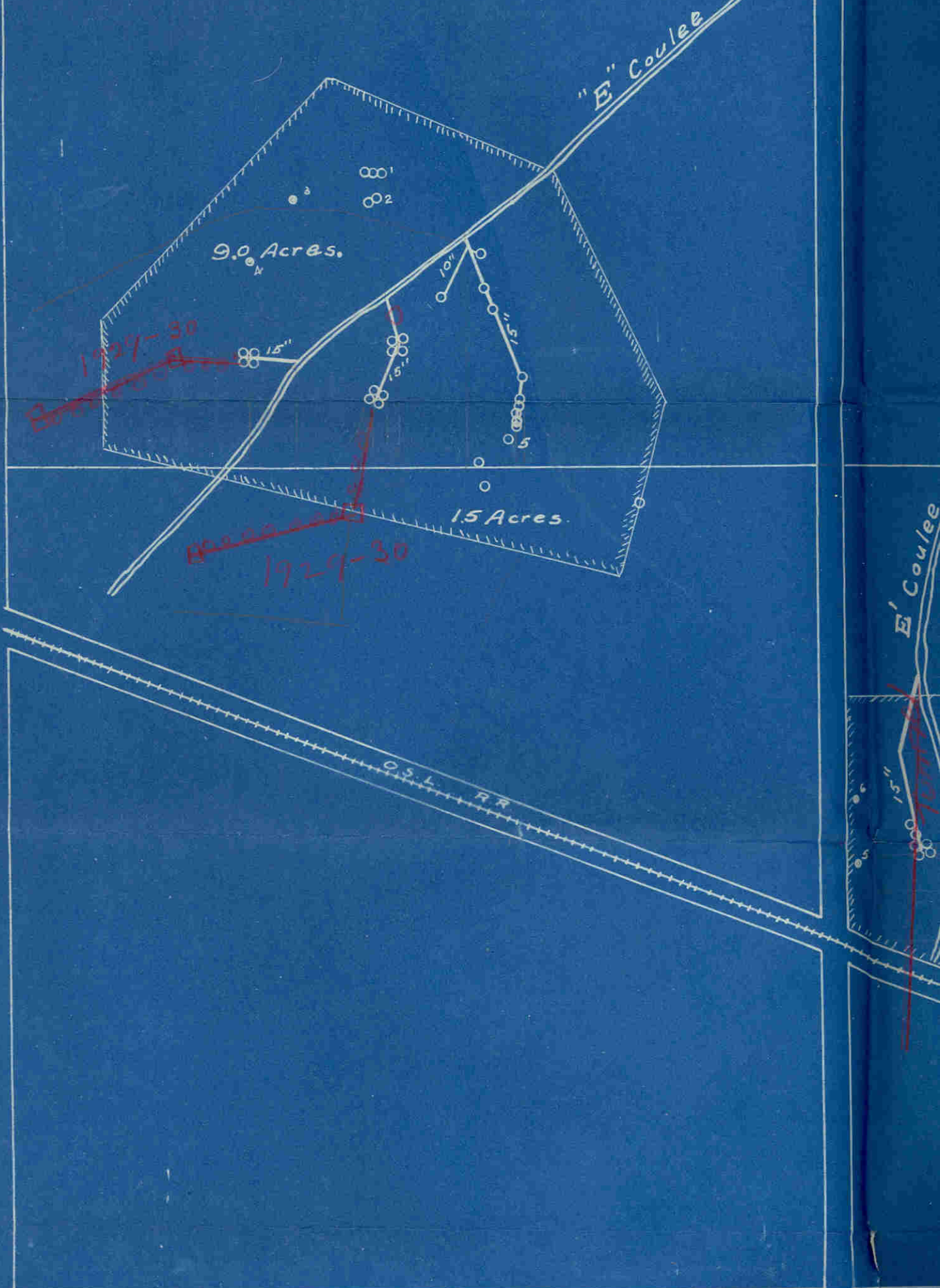
Well # 2	-	water	2' 2"	from surface of ground
Test hole # 3		<sup>Shale</sup> damp but not water	4' 6"	" " " "
" " # 4		Shale & dry	6' 0"	" " " "
Test well 5		Water	6' 6"	" " " "

The crops are not the best on the land east of the coulee but I think that is partly due to neglect in farming.

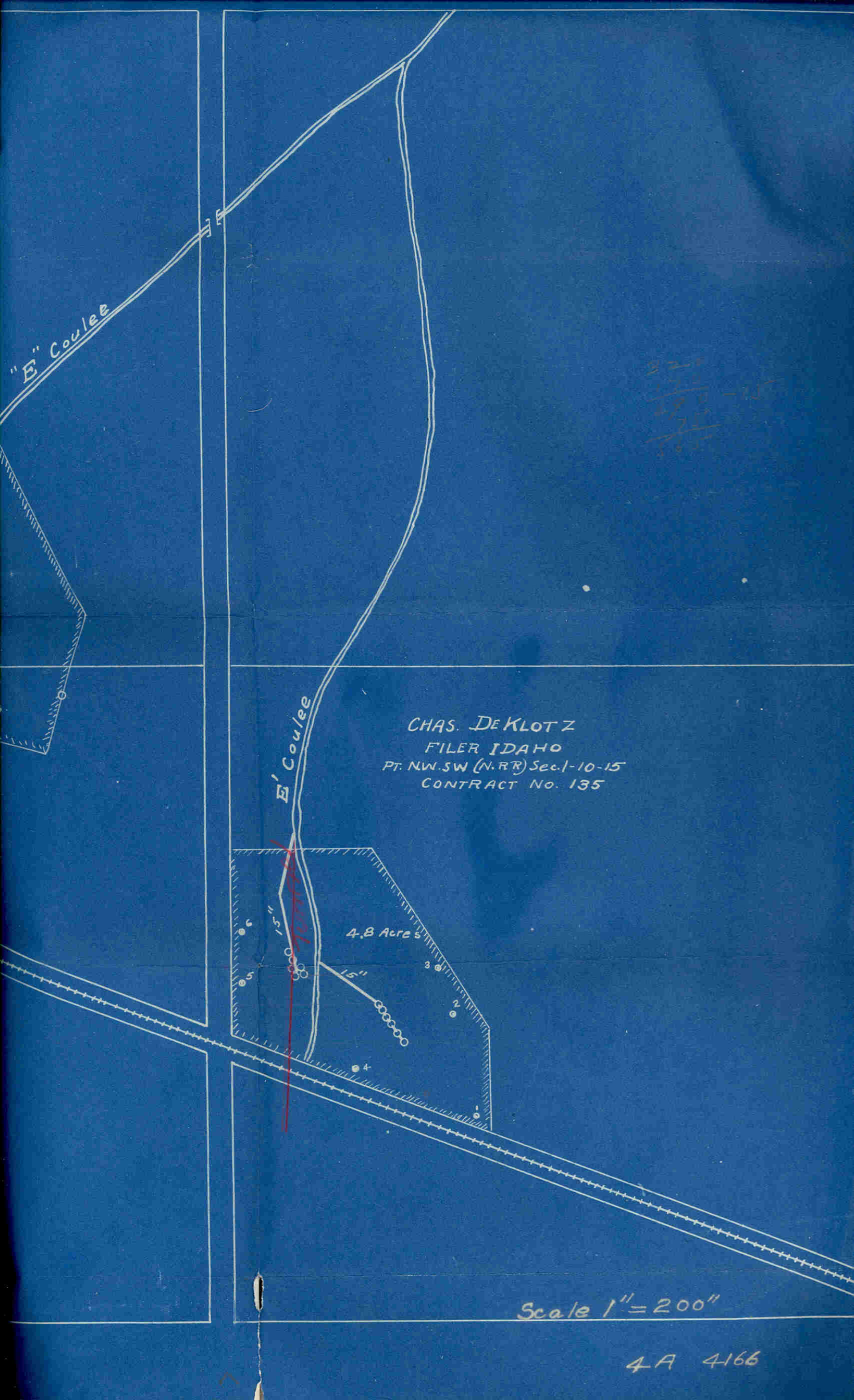
August 14, 1920  
L. H. Perrine



JAMES DURFEE  
FILER, IDAHO.  
SE. NE. and Pt. NE. SE (N.R.R.) Sec. 2-10-15  
CONTRACT NO. 119







CHAS. DEKLOTZ  
FILER IDAHO  
PT. NW. SW (N.R.R) Sec. 1-10-15  
CONTRACT No. 135

Scale 1" = 200"

4A 4166