



CONTRACT
No. 135

Chas DeKlotz

Legal Description:
NW1/4SW1/4

Section 1
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



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.

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,
Party of the First Part.

Charley DeWitz.
Party of the Second Part.

Sec. 1 Tp. 10 R. 15

Dec. 5th 1918

N W S W north of R.R.

AGREEMENT

This Agreement, Made this 5th day of Dec 1918

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

party of the second part, witnesseth:

Whereas, the following described land, to-wit:

That part of
NW SW Sec 1-10-15 North of O.S.L.
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 The Canal Co's Engr., 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 + ²⁰/₁₀₀ 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 hi hand the day and year first above written.

TWIN FALLS CANAL COMPANY,

By J. O. Taylor Secretary

Charley DeKlotz
by Frank DeKlotz

Chas. DeKlotz

Cont #135

Part of N.W. SW Sec. 1-10-15
north of O.S.L. R.R.

4.8 Acres drained

520 ft. 15" T.K. on Old Cont. #135

This job of drainage seems to have cured the seepage in this neighborhood. The basement under the Elevator has had no water since these wells were drilled and also the land south of the R.R. tracks do not show any indications of seepage since these well were drilled.

The test holes show the following results.

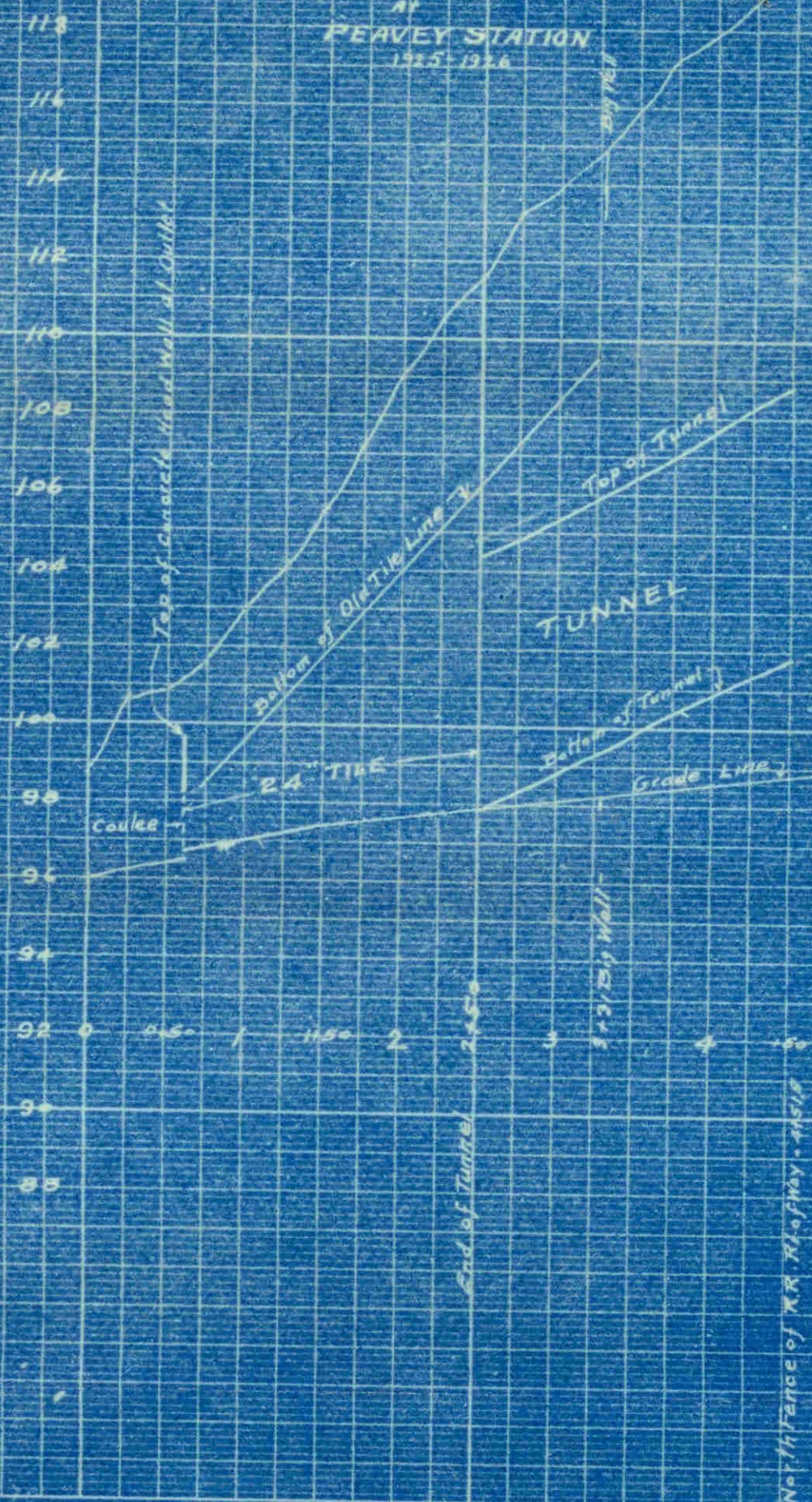
Test hole #1 - shale (dry)	1'4" below surface
" " #2	1'5" " "
" " #3	2'8" " "
" " #4	1'4" " "
" " #5	5'3" " "
" " #6	5'7" " "

Mr. DeKlotz wants to watch for seepage until about Nov. If it doesn't show up again he will be glad to settle for the work done.

Aug. 14 1920
L. H. Perrine

De Klotz Drain
 AT
 PEAVEY STATION
 1925-1926

BM-12130-

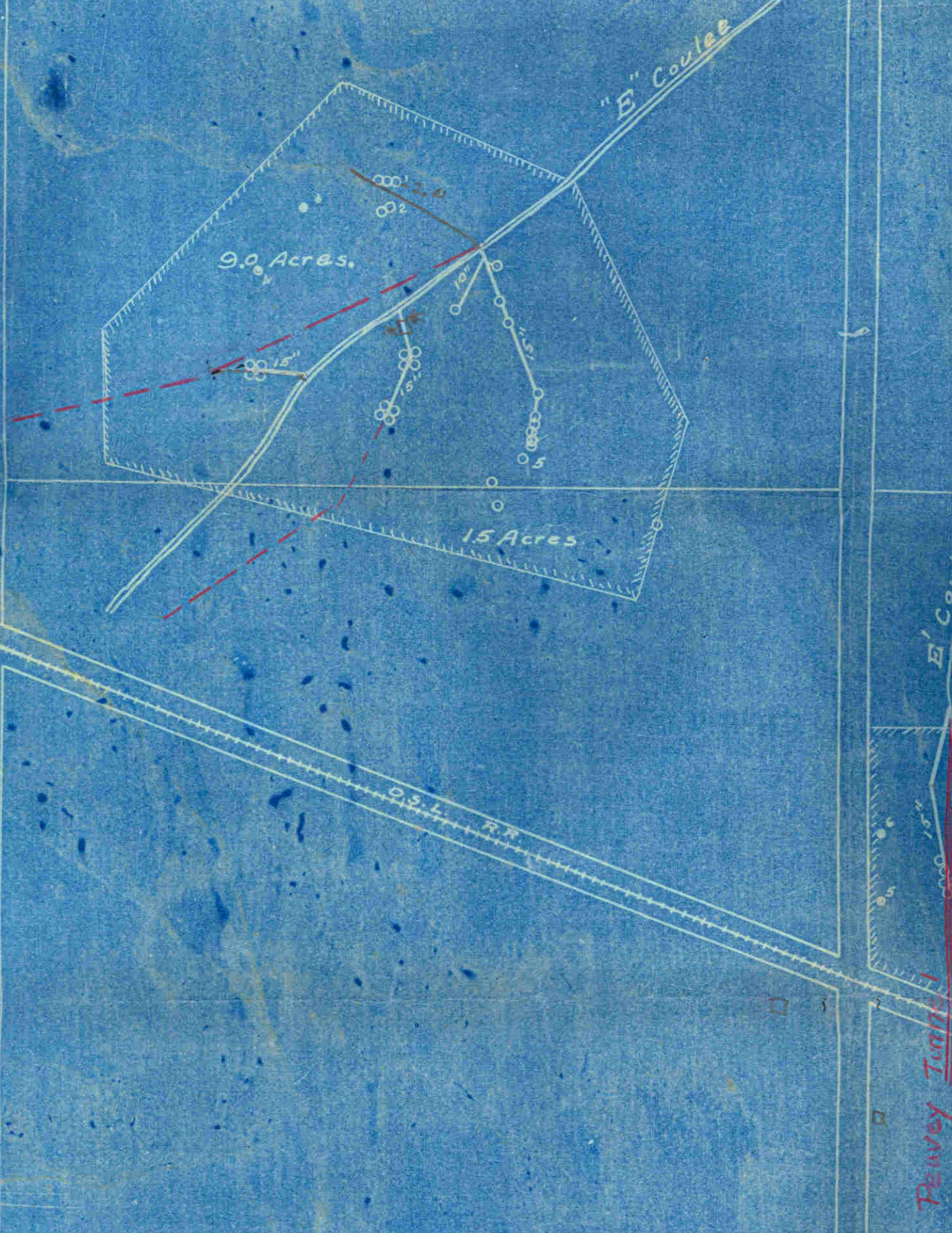


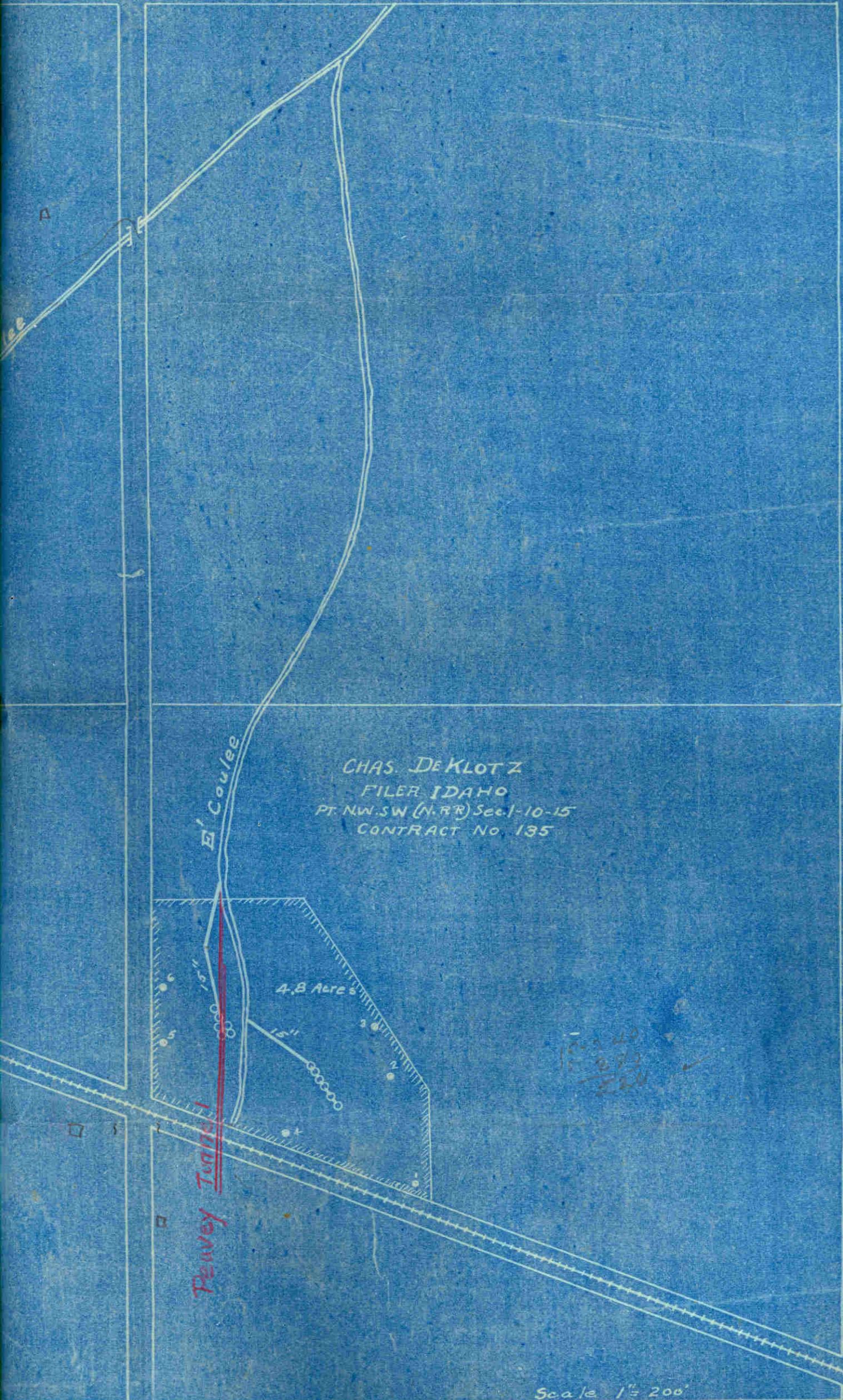
End of Tunnel

1 1/2' (5') WALL

North Fence of R.R. Highway - 1925

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





CHAS. DE KLOTZ
FILER IDAHO
PT. NW. SW (N. RR) Sec. 1-10-15
CONTRACT No. 135

El Coulee

4.8 Acres

Penvey Tunnel

15-7-40
15-8-73
220

Scale 1" = 200'