

CONTRACT
No. 143

**Herman &
Aldrich**

Legal Description:
E1/2NW1/4

Section 36
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



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.

Herman & Aldrich

H. H. Seymour

Party of the Second Part.

E 2 70 4

Sec. *36* Tp. *9* R. *15*

July 25 1919

AGREEMENT

This Agreement, Made this 25th day of Feb 1919
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and G. G. Seymour

party of the second part, witnesseth:

Whereas, the following described land, to-wit: E² NW⁴

36-9-15

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. 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 $\frac{00}{100}$ dollars (\$15.00) 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 _____ Secretary

G. G. Seymour

G. G. Seymour

- 27.9 acres -

Cont. # 143

E $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 36-9-15

Owned by Herman & Aldrich (Buhl.)

The plat shows that there has been 36 wells drilled and none of them have been tiled out into the cauler.

The open drain should be lowered and the wells tiled into it, at a lower elevation this would help the draining of the land and might cure the seepage.

There are a ^{number} of wells that have been filled up east of the cauler.

The wells & test holes show as follows:

Well no. 1 - Water 15' below surface on high ground.

" " 2 - " 3' " " "

" 3, 4, & 5 " flowing out on surface.

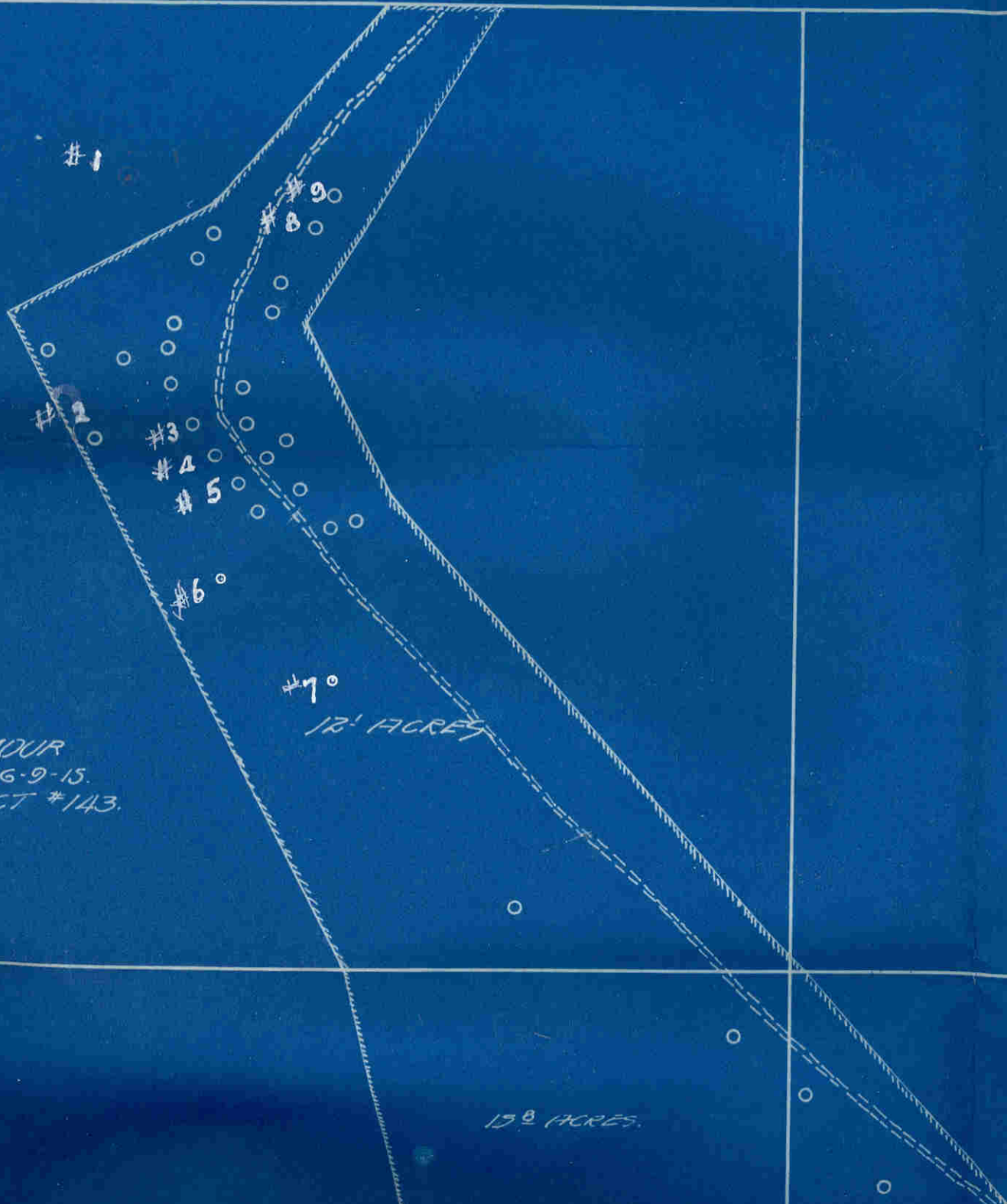
Test hole # 6 " 2' 6" from surface.

" " # 7 " 5' " " on higher ground - no crop.

Wells.. 8 & 9 " 2' from surface

There is no crop in this locality and very poor crop on any of the NE, NW 40 in the seepage area.

Aug 25 1920
L. H. Perrine



G.G. SEYMOUR
NE. NW. 36-9-15.
CONTRACT #143.

#7°
12.1 ACRES

13.8 ACRES

150 ACRES.

66 SEYMOUR
SE. NW. 36-9-15
CONTRACT # 143

STATE LAND.
NO CONTRACT.

112 ACRES

150 ACRES

240 ACRES

H. N. KULP
NW SE. 36-9-15
CONTRACT #



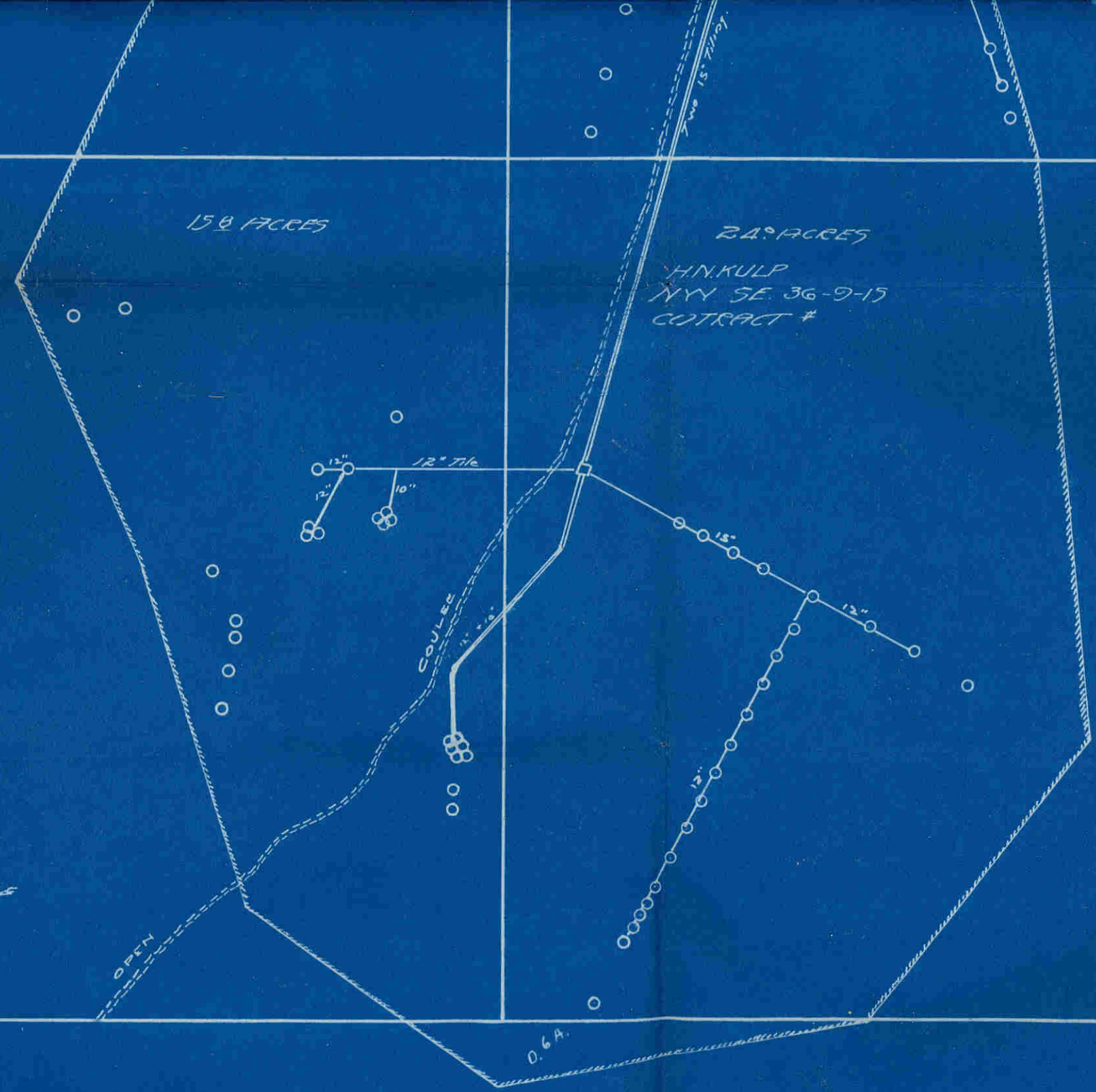
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15.0 ACRES

24.0 ACRES
H.N. KULP
N.W. SE. 36-9-15
CONTRACT #

H.G. NICE
NE. SW. 36-9-15
CONTRACT # 96

○ WELLS
▬▬▬ EDGE OF SEEPAGE
- - - - OPEN COULEE



0.6 A.

2-0-15-T

