

CONTRACT
No. 155

H. N. Kulp

Legal Description:
NW1/4SE1/4

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.

See New Con't. # 214

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

No 70 Kulp

Party of the Second Part.

NW. 1/4 SE. 1/4

Sec. 36 Tp. 9 R. 15

November 1919

AGREEMENT

This Agreement, Made this 17th day of December 1919

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

party of the first part, and

H. N. Kulp

party of the second part, witnesseth:

Whereas, the following described land, to wit:

NW-SE.
36-9-15

NW¹⁴ of SE¹⁴ Sec. 36, Twp. 9E.
Range 15 E.

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 Company's Engineer, 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 (\$ 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 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. Taylor Secretary

H. N. Kulp

H. N. Kulp

Cont. # 155.

N.W. SE; 36-9-

¹⁶
24 acres drained.

There has been 23 wells drilled; 1380 ft of 15" tile, 1150 ft of 12" tile, and 250 ft of 10" tile laid on this place.

The crops are good north and east of the tile drains. On the land between the tile drains and west of them the crops are poor on account of too much alkali.

This land is drained as shown by the observation wells.

In observation well #1 the water is 7'-0" below surface.

" " " #2 " " " 9'-0" " "

" " " #3 " " " 7'-6" " "

The Renter on this place says he has not noticed any seepage this year.

August 13, 1905

L. A. Perrine

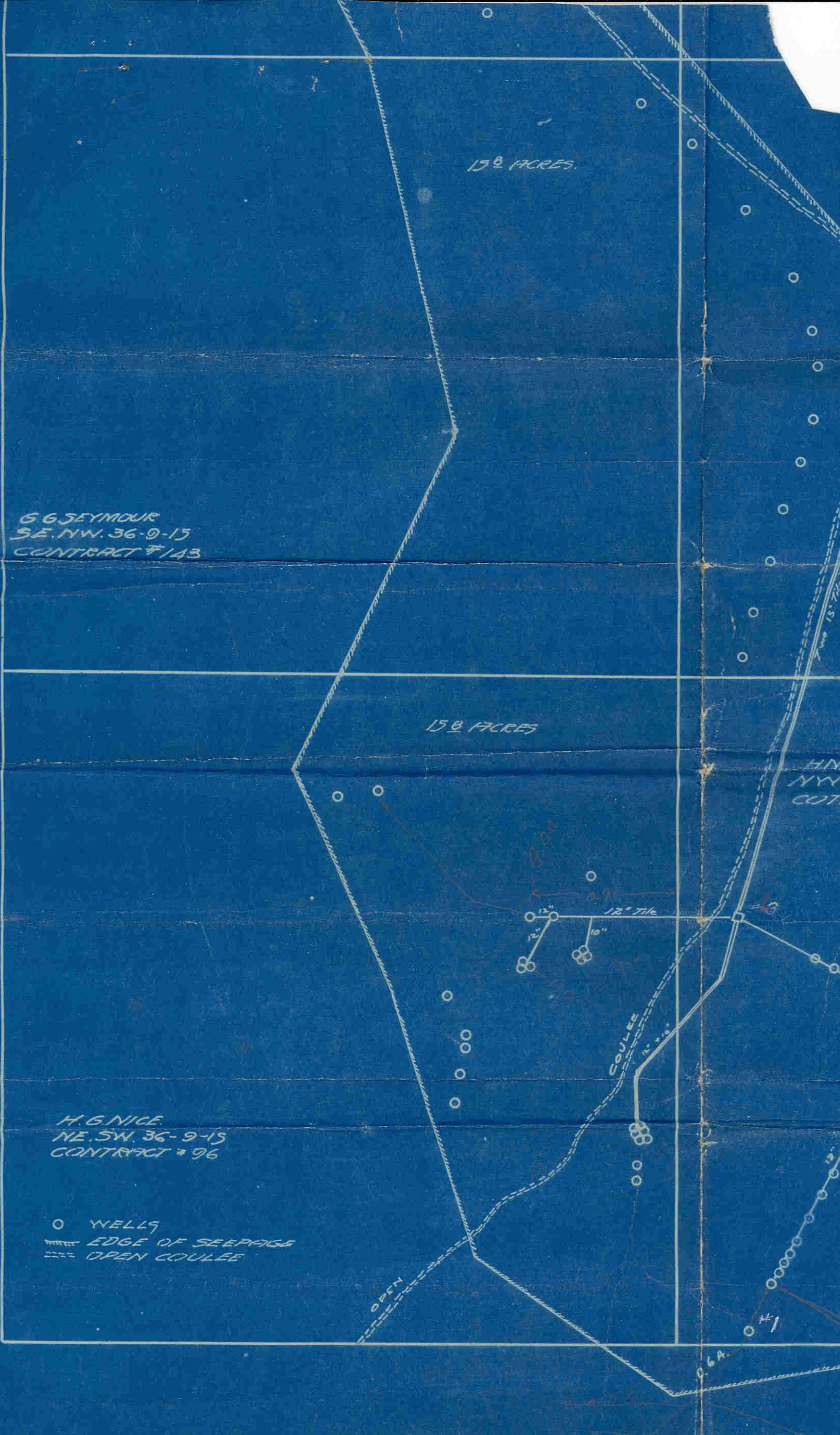
150 ACRES.

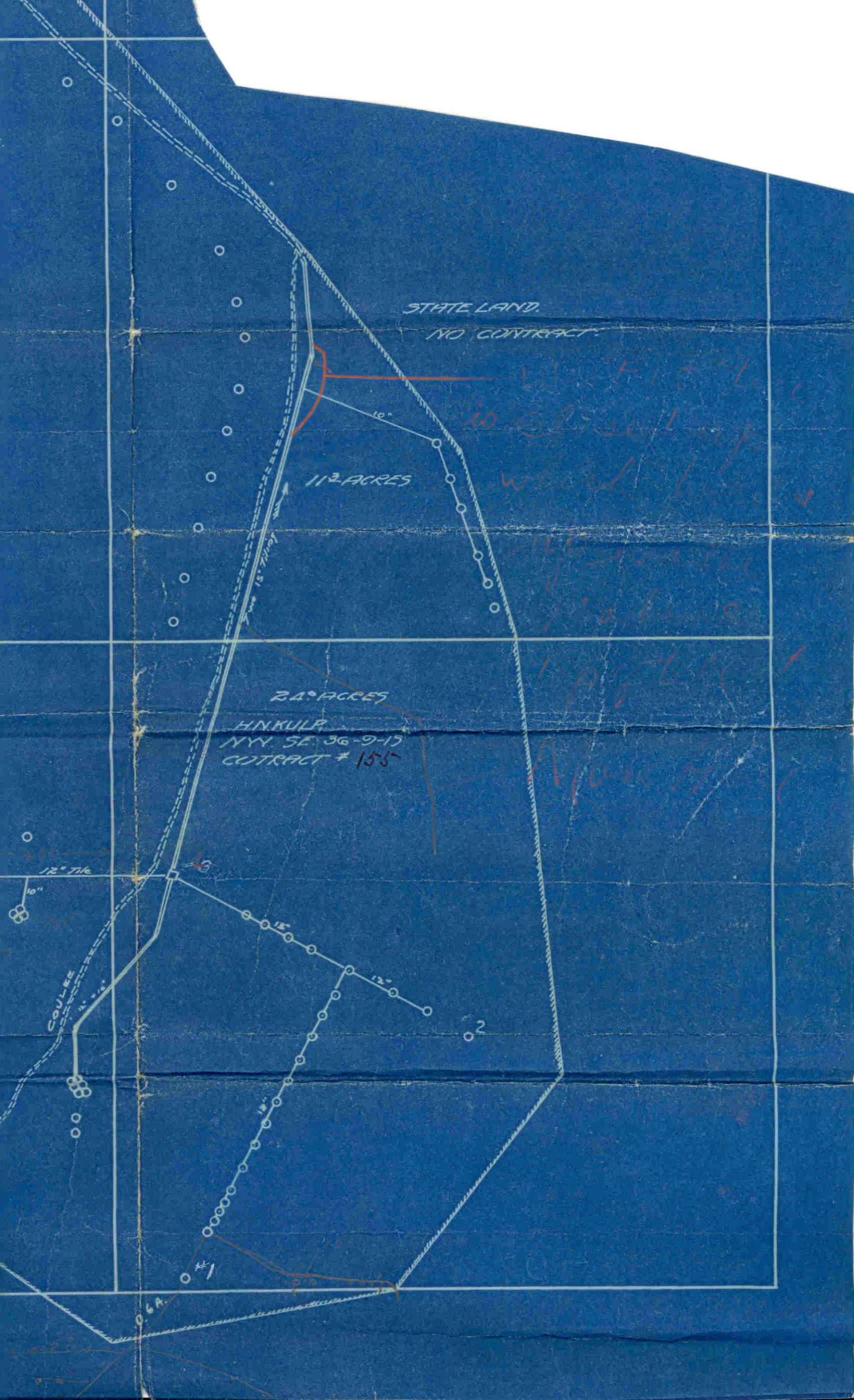
G.G. SEYMOUR
SE. NW. 36-9-15
CONTRACT # 143

150 ACRES

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

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





STATE LAND.
NO CONTRACT.

11 3/4 ACRES

24 ACRES
HINKULA
NYY SE 36-9-15
CONTRACT # 155

11.5' level
is close to
what I have

1/2 acre
1/2 acre
1/2 acre
1/2 acre

12" tile

COULEE

#1

#2

6A