



**CONTRACT**  
No. 26

**Mrs. Harry**  
**Smith**

Legal Description:  
SE1/4SE1/4

Section 7  
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.



Well Dr<sup>26</sup> ~~Drainage~~  
Contract

Mrs Harry Smith  
# 26

SE SE

7-9-15

Contract # 26

Mrs. Harry Smith - Pat Malone Puhl & Co.

S.E. SE. 7-9-15.

Work was begun on this land during the summer of 1916. Early in the spring of 1917 after it was thought that this land was drained, the water table raised covering several patches with water. During the summer we drilled and tapped a number more wells.

At present May 23, 1918 all of the affected area is dry and growing grain except about 20 acres which is too heavily coated with alkali to permit the grain to grow.

There have been 29 wells drilled and the following tile laid:

<u>6"</u>	<u>8"</u>	<u>10"</u>	<u>12"</u>	<u>15"</u>
2106 ft.	1360 ft.	1104 ft.	428 ft.	200 ft.

There are 2.4<sup>±</sup> acres within the seeped area

May 23 1918

Oltman

W.B. H. WILSON  
BUHL IDAHO  
E<sup>2</sup> SW. SE 7-9-15

MRS. HARRY SMITH - CARE  
PAT MALONE, BUHL IDAHO  
SE. SE 7-9-15

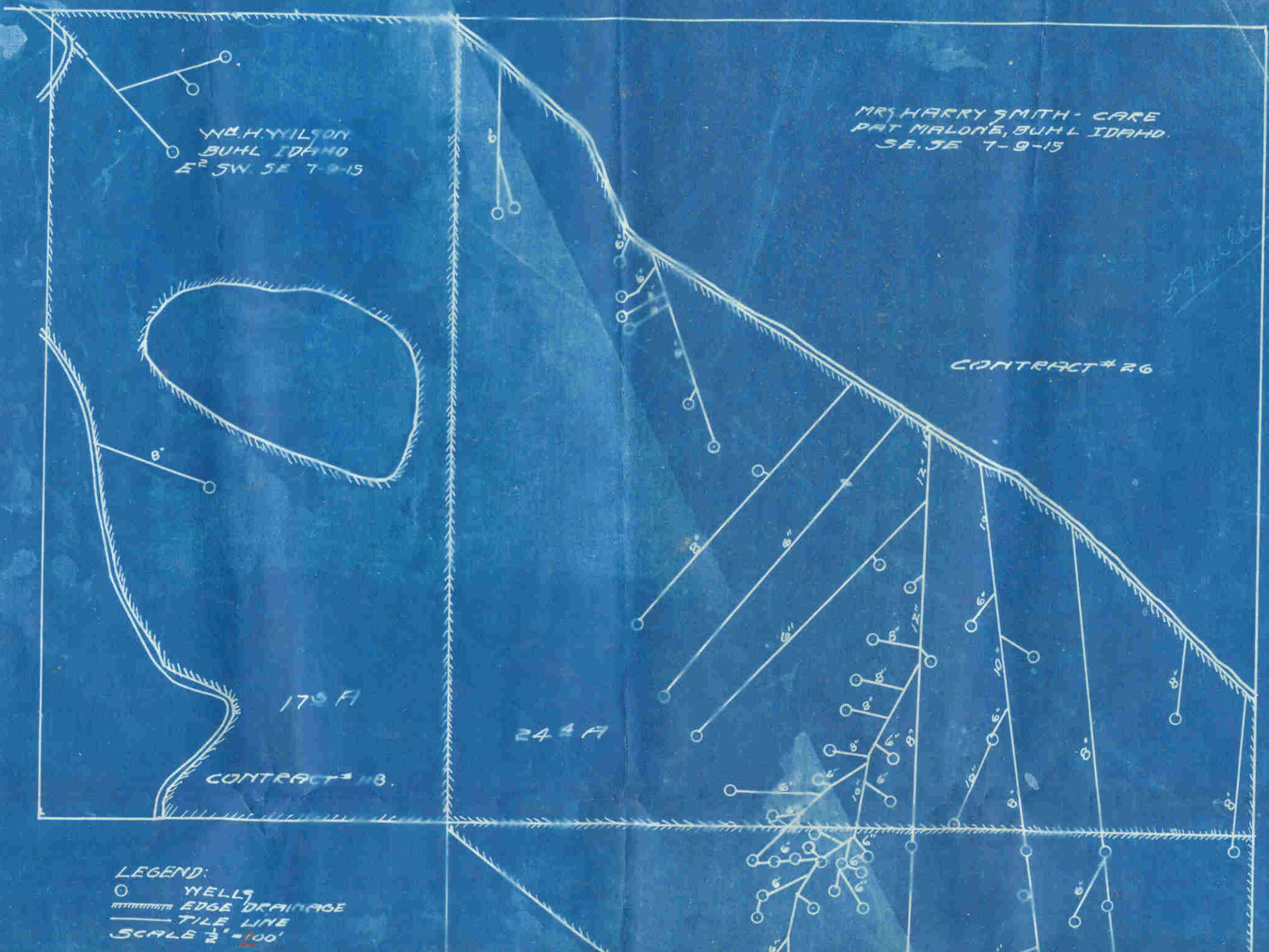
CONTRACT # 26

CONTRACT # 18

170 F

244 F

LEGEND:  
○ WELLS  
----- EDGE DRAINAGE  
----- TILE LINE  
SCALE 1/2" = 100'





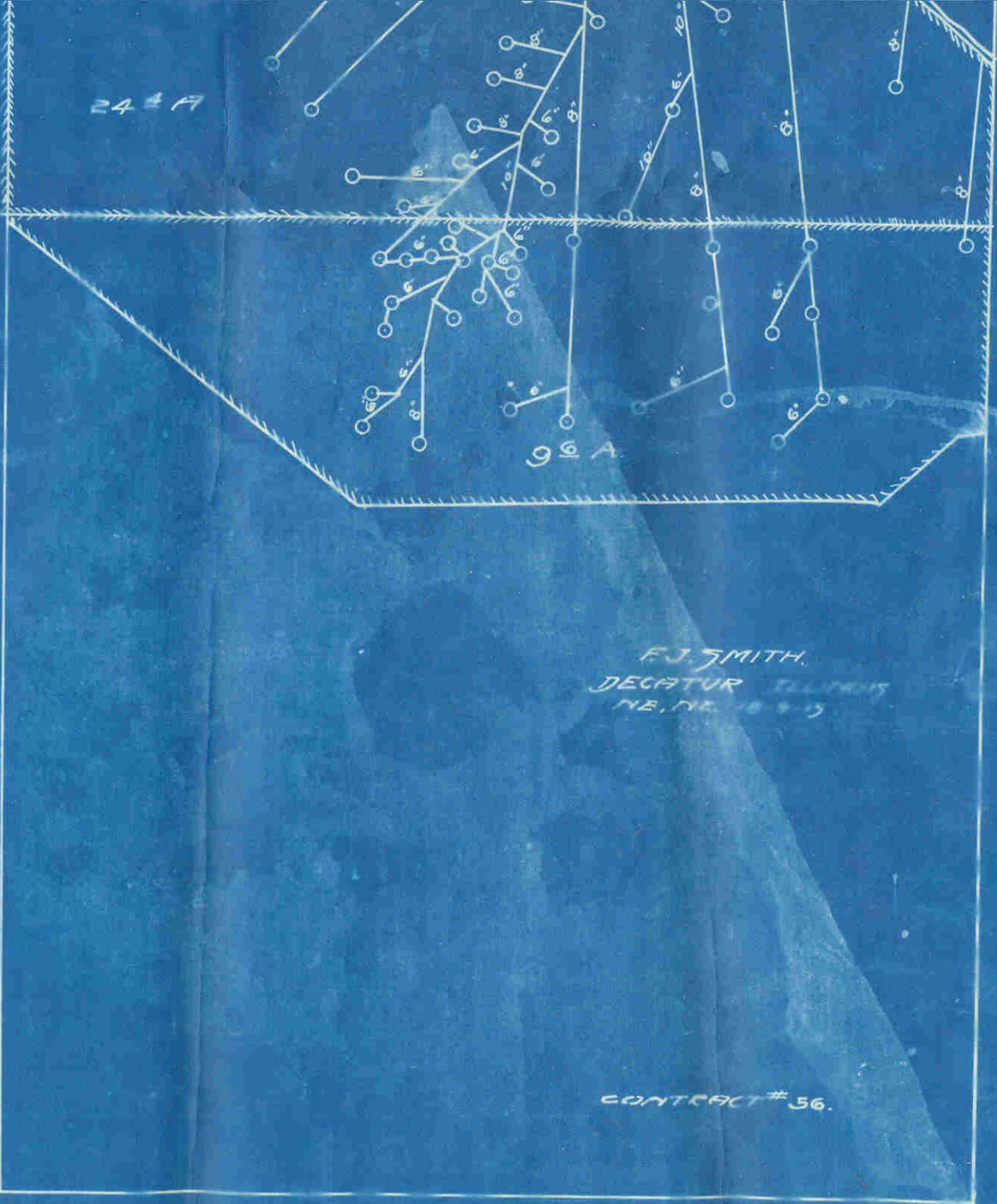
170 A

244 A

CONTRACT # 118.

LEGEND:

- WELLS
  - ▬▬▬▬▬ EDGE DRAINAGE
  - TILE LINE
- SCALE 1/2" = 100'



F. J. SMITH.  
DECATUR, ILLINOIS  
ME. DE. 1895

CONTRACT # 56.

4-C-30-I  
40-75

A G R E E M E N T .

THIS AGREEMENT Made this 28 day of May 1915  
by and between The Twin Falls Canal Company, an Idaho Corporation,  
party of the first part, and Mrs. Harry Smith  
party of the second part, WITNESSETH:

WHEREAS the following described land, to-wit:

SE SE - Sec. 7 T<sub>1</sub> S<sub>1</sub> Range 15 E B<sub>1</sub> M

in Twin Falls County, Idaho, are at present being injured by seepage; and, WHEREAS, the first party is about to bore one or more wells on or near said lands under the direction of W.C.Sloan, 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 lands, the number, size, depth, character and location to be designated by said engineer, that first party shall have the right to enter on said lands and do and perform any and all things reasonably necessary in the judgement 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.) 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 her hand on the day and year first above written.

TWIN FALLS CANAL COMPANY,

By W. O. Taylor Secretary.

Mrs Harry Smith