

**CONTRACT
No. 50**

Otto Yaisli

**Legal Description:
SW1/4SE1/4**

**Section 35
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



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Created: 8/2016

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,
Party of the First Part.

Al Yausli
Party of the Second Part.

Sec. *35* Tp. *9* R. *15 E*

Jan 20 1916

*SW 8 E:
35-9-15*

AGREEMENT

This Agreement, Made this 20 day of Jan 1916
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and Otto Yasli

party of the second part, witnesseth:

Whereas, the following described land, to-wit: South E gates
of South West of the South East 1/4
section 35 Twp. 9 S 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 W. G. Sloan, 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 (\$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 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 W. O. Taylor Secretary

Otto Yasli

Contract #50
J.H. Yaisli
Buhl Ddoh
S&AW 35-9-15.

This work was done during the summer of 1916.
Seven wells were drilled on this place
which flowed about 40 inches of water.
The condition of this land is fair even
tho the tile is laid relatively shallow
owing to the inability to get a proper
out let in the coulee. This land
is abused by the extravagant
use of water.

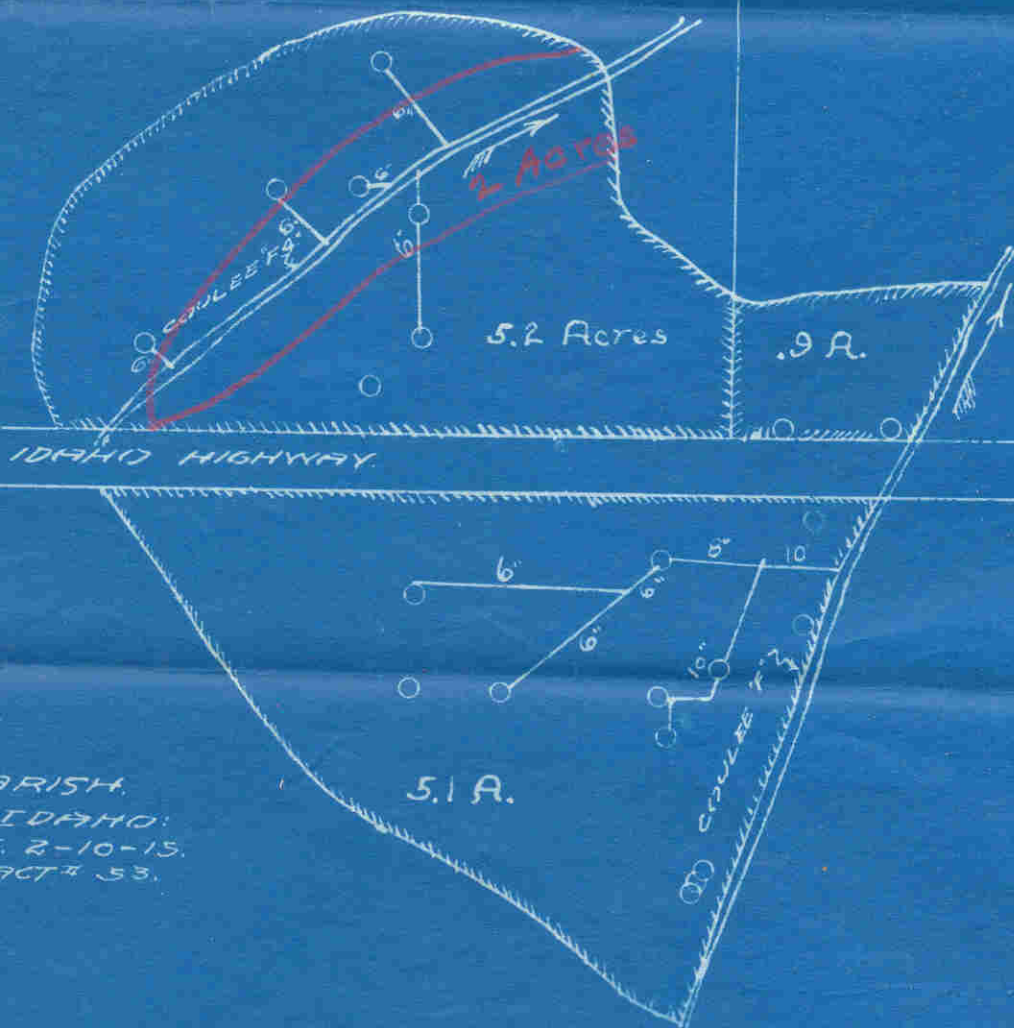
434 feet of 6" tile has been laid.
May 28 1918

W. Davis

5² acres has been affected.

OTTO YAFISLI
 BUHL IDAHO.
 SE. SW. 35-9-15.
 CONTRACT # 50.

W. F. STRADLEY.
 BUHL IDAHO.
 SE. SE. 35-9-15.
 CONTRACT # 55.



F. T. PARISH.
 BUHL IDAHO.
 NE. NW. 2-10-15.
 CONTRACT # 53.

LEGEND:
 ○ WELLS.
 — TILE DRAINS.
 ||||| EDGE DRAINAGE.
 SCALE 1" = 200'.