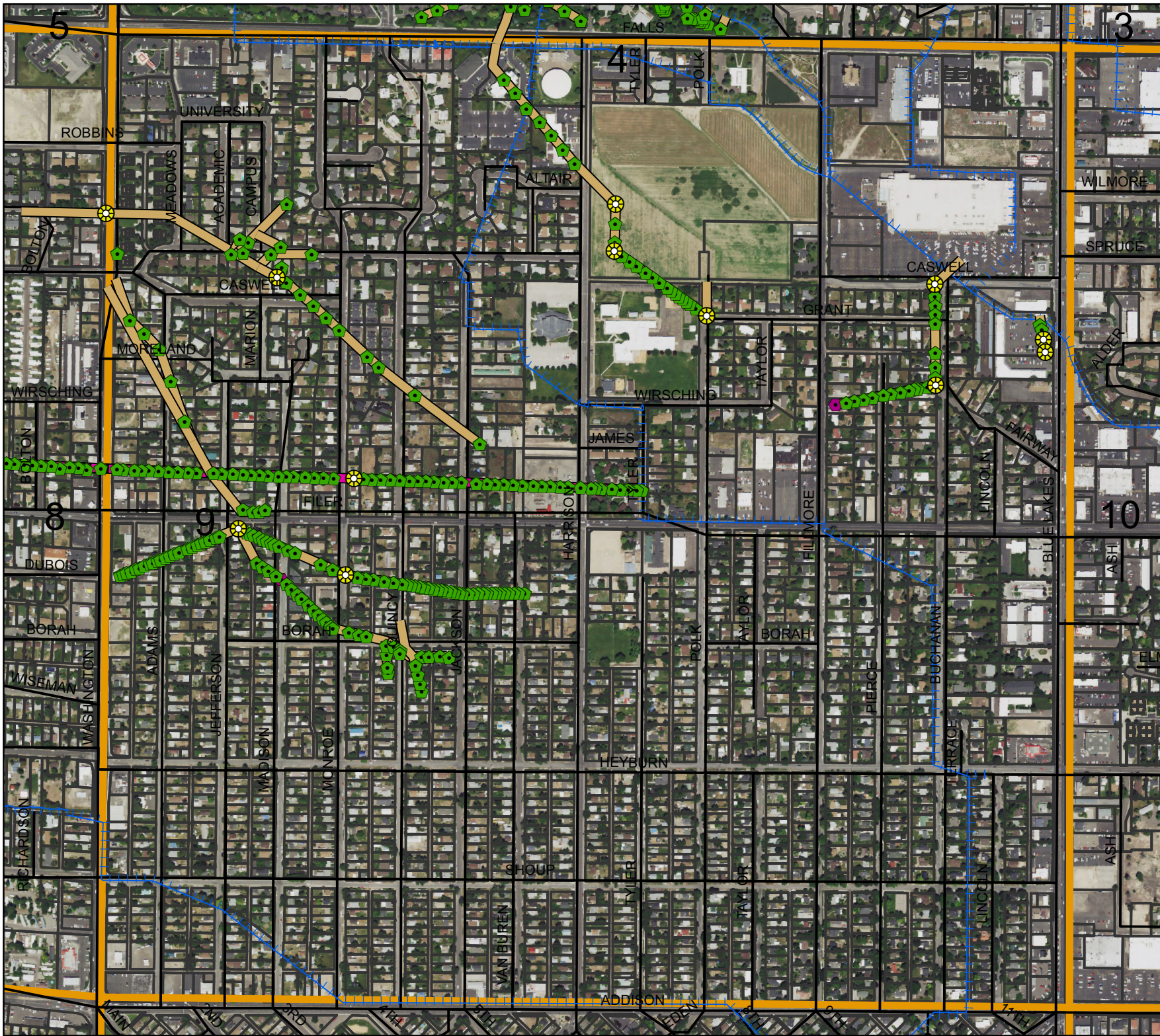


CONTRACT 59 John Ault

Legal Description:
Lot 8 Moorman

Section 9
Township 10 South
Range 17 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.

Phone 287

59

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,
Party of the First Part.

John R. Ault

Party of the Second Part.

Lot 8' Moormans 1st

Moormans 1st

Sec. *9* Tp. *10* R. *17*

Aug 19 191*6*

*6" tile - to allow about
350 ft*

*#
See 325
new work*

AGREEMENT

This Agreement, Made this 19 day of August 1916
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and John R. Ault

party of the second part, witnesseth:

Whereas, the following described land, to-wit: Lot eight (8)
of Moorman's first addition to Twin Falls,
Idaho,

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 _____, 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 _____ Secretary

John R. Ault,

John R. Ault
Cont # 59

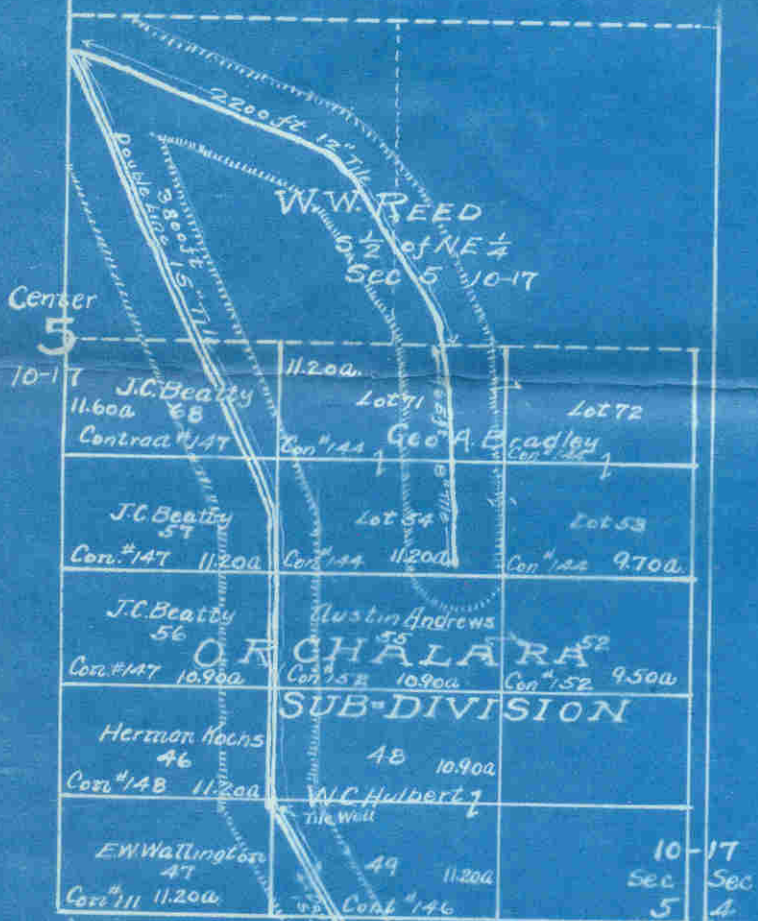
Lot 8 - maximum 1st Addition

Water in cistern just across the road
east shows water 5 ft below
surface.

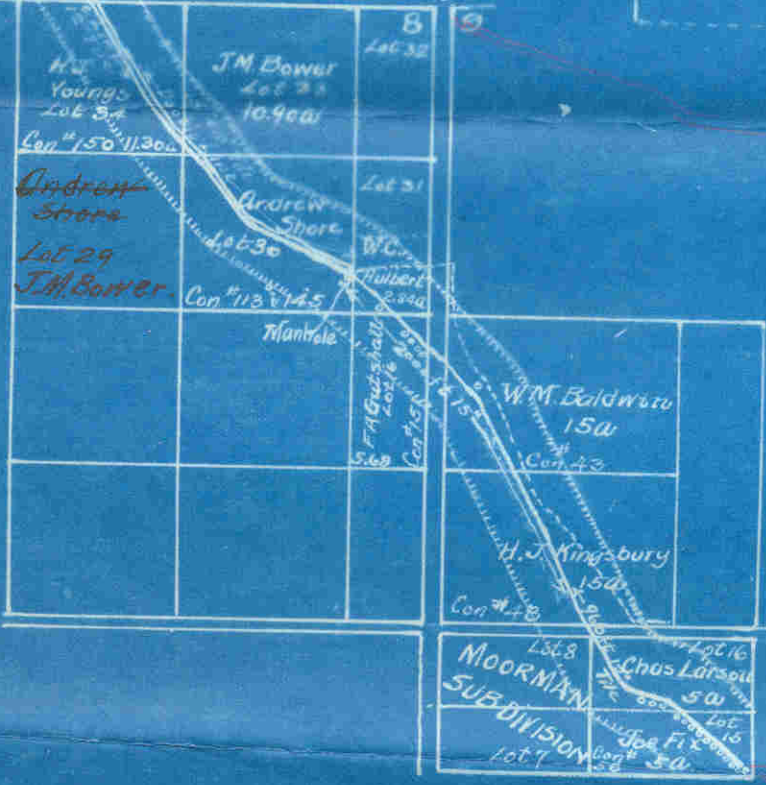
Lot has good crops.
This seems to be well drained.

See plot Cont. # 161

July 27 1920
L. H. Purine



Name	No. of Contract	Lot	Acres Drained	Totals
Austin Andrews	152	55	3.1	
J.C. Beatty	147	56	2.4	
" "	"	57	2.9	
" "	"	68	4.7	10.9
G.A. Bradley	144	54	6.2	
" "	"	71	4.7	10.9
J.M. Bower	No. Cont.	33	1.7	
" "	"	29	0.3	2.0
F.A. Gutshall	151	16	1.8	
W.C. Hulbert	No. Cont.	48	2.0	
" "	No. Cont.	49	4.2	
" "	No. Cont.	31	2.3	8.5
Herman Kochs	148	46	2.4	
Andrew Shore	145	30	6.2	
E.W. Wallington	111	47	0.9	
H.J. Youngs	150	34	5.4	
W.W. Reed	No. Cont.	34	21.2	
" "	No. Cont.	SW-NE Sec. 5	5.0	26.2
Wm. Baldwin	43	Sec. 9	15.0	
H.J. Kingsbury	48	Sec. 9	6.3	
MOORMAN A.D.				
Joe Fix	58	15	4.0	
" "	No. Cont.	16	2.6	
" "	No. Cont.	8	0.7	



Plat of
Orchalara Drainage

Scale 800' = 1"

File No. 4.B.
Drawing No. 4253