

CONTRACT No. 66

Mary Brown

Legal Description: NE1/4NW1/4

Section 26 Township 9 South Range 15 East









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## **AGREEMENT**

## WELL DRAINAGE

TWIN FALLS CANAL COMPANY,
Party of the First Part.

Mary Afronum
Party of the Second Part.

Sec. 26 Tp. 9 R. 5

## **AGREEMENT**

This Agreement, Made this day of October 191
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and Mary a. Brown
of Imin Fells Ida
party of the second part, witnesseth:
Whereas, the following described land, to-wit:
The NE 4 of the HAV 4 of Sec 26 To 95
Whereas, the following described land, to-wit:  The NE 4 of the HM 4 of Sec 26 To 95  R 15 & S.m.
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 dollars (\$_/52) 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 o 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,
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
and second party will grant to the first party a free easement and right of way for
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
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.

By Got Secretary
By Got Secretary
By Got Shown

Ver Drawinge N Dontrack Fillake James Bedlake 3/4-13

this agreement made this & dry of march 1915, by end between the Twin Falls Canal Company, an Idaho Corporation, party of the first part, and Sames Bidlake party of the second part, WITNESSETH:

SEUNNE - See 19 Th 10 South Range 17 8 BM

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 well in draining such seeped lands;

NOW THEREFORM, in consideration of the premises, it is hereby agreed:

- (1) That the first party may at its option, under the direction of said engineer, bore one or more wells on or near said lands, the number, sixe, depth, character and location to be designated by said engineer, and the 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 sied 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 \$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 ommission 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 wells, the same shall be subject to the use of the first party for irrigation, and second party will grant to 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 the same.

IN WITHES 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 on the day and year first above written.

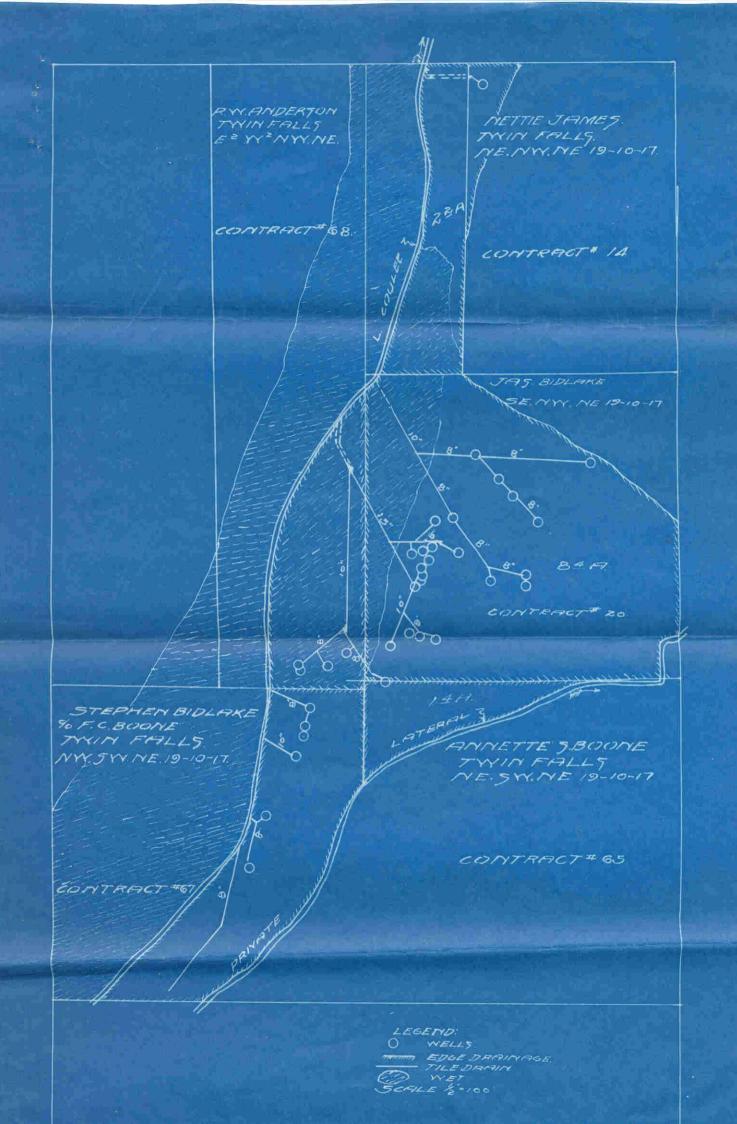
TWIN FALLS CANAL COMPANY.

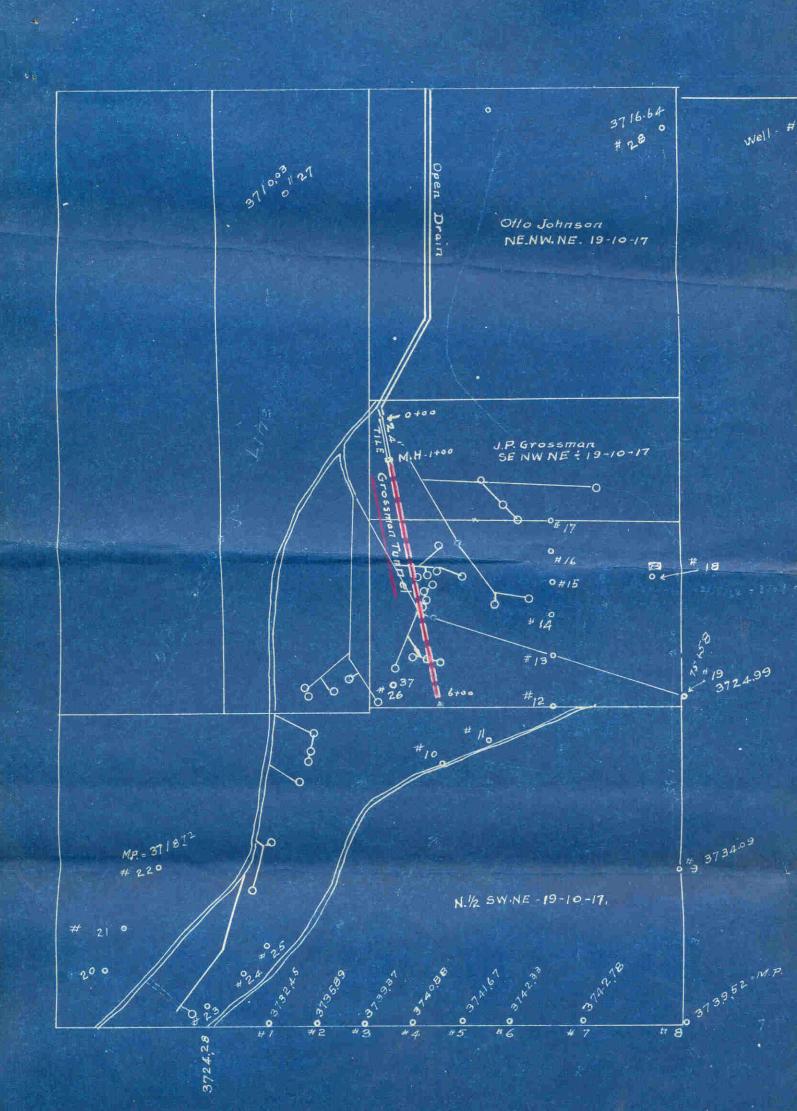
BY W.O. Jaylor	_Secretary.
Lams Billake	
Malissa Birlake	

Contract #20 James Bidlete SE. NW. nE, 19-10-17. Data available in the company office and examination shows that 23 weeks have been drilled and the following tile land 8" 10" 15"
1154 ft. 446 ft. 276 ft. This work ha not been as successful as it had been auticipated partly because the coulee was too high to give proper depth to the tile and partly due to laying The tile too high when rock was encountered. This is expecially brug of the west side further last the work has been fairly successful, removing the water from the purpace and holding the water table at a depth which should not be infurious to growing crops. All of the affected are is covered with alkali. There are approxuately 100 miches of water coming out of this oystem, one half of which is coming from a singlewell los drilled several evells very close to this one attempting to reduce the presence but has been reclaimed Officer.

Twin Falls Canal Co. Twin Falls, Idaho

July - 27-1932 In 1931 the Coulee was deepened from the north side of the section 19-10-17 to the n.w. comes of this ten acre tract, 100 feet of 24' tile was laid and 500 feet of turnel was dreven to top The big wells on the tile a number of new wells were dulled below the grade of the Home of the turnel which has increased the total flow to 460 males . Las lawered all the observation wells in thes location and has thoroughly droined this lord and adjoining louds have been very much benefited from this work. The domestic well of the house lowered from 3.5 to 155 0 12 feet.





Mary Q. Brown.

Cont # 66

N.E. S. W. - Sec. 26-9-15 14 Clares effected. 3 wells dulled on this place and 29 oft. 10"tile laid. B. mumber of wells were drilled just east of this land and most of them tiled mute The carlee. Most of this loud is very wet now and water is flowing out on top of the ground from wells "Mos. 1, 2, 3 74 as morted with white ink on the Alue print The droinage is incomplete as the coule would need to be ent deeper of the tile drains lowered. Eug. 25 1920 L. H. Gerrine

Coutout #66. Mary a. Brown Bull Odoko. No fas pec 26- 9-15. Three coces were derelled on The place and the following tile laid: Drowing the large amount of waite water running in this couler the ground objacent is bept full y water, go the well hove had little effect on drying up this land. The only remedy would be to lower the coule grade which would be very expensive in proportion to the senount of land benefited May 28 - 1918

HERMAN KNYPSTRA. BUHL IDAHO NYY. 5E 26-9-15. CONTRACT # 57 01 02 MARY A.BROWN BUHL IDAHO NE.NW. 26-9-15. CONTRACT#66. 03 0 165 19. 0 0 0 0 162 17.

0 0 0 0 165 17. MRS. P. J. COSTELLO. 9W. SE. 26-9-15. CONTARCT # 69 LEGEND:

WELLS,

TILE DARING

FILE DARING

FOREN DARINGE

SCALE F. 2200