

CONTRACT  
No. 71

Gabriel Smith

Legal Description:  
NW1/4SE1/4 &  
SE1/4SE1/4

Section 18  
Township 9 South  
Range 15 East

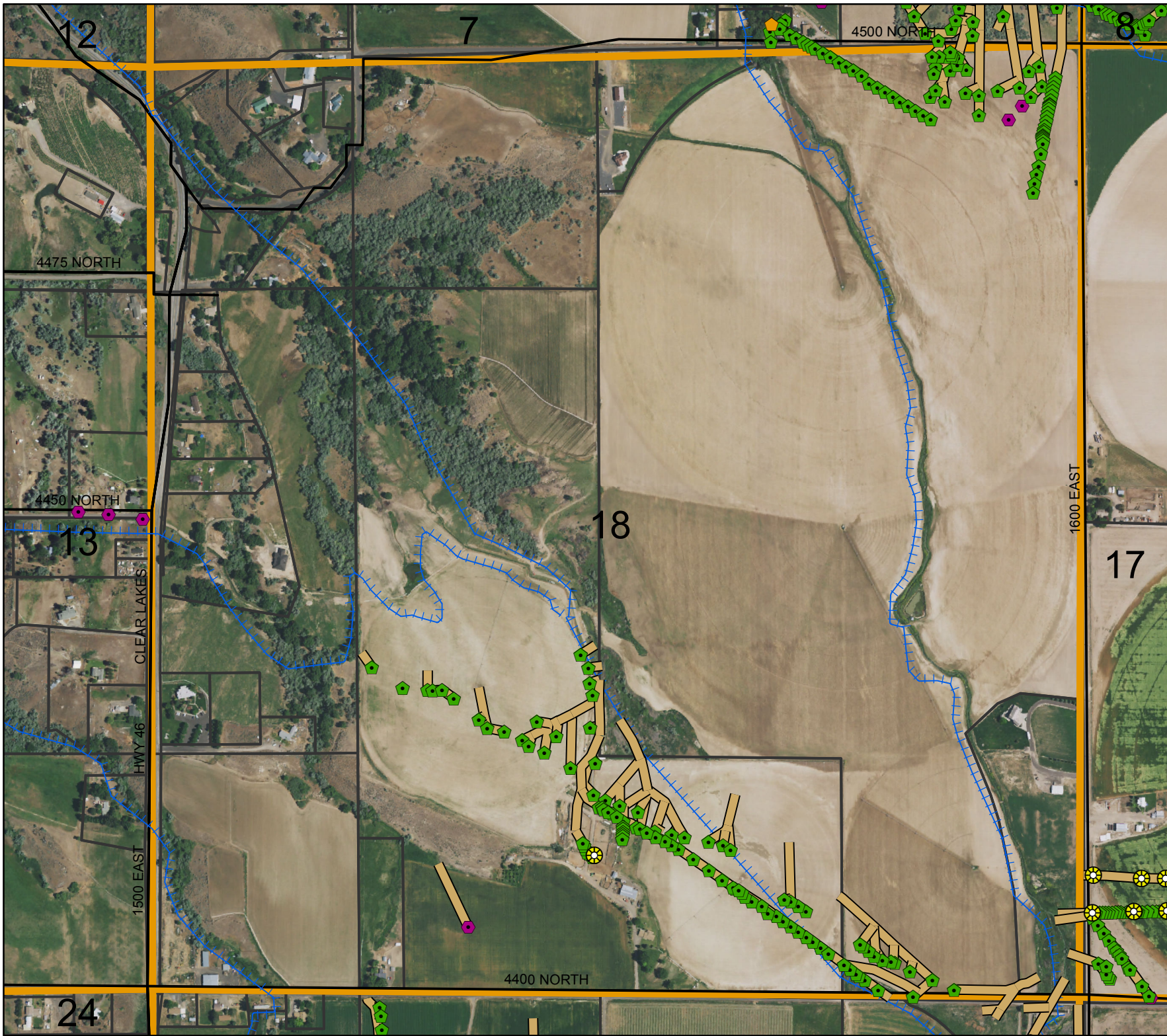
**Legend**

- 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.

*Gabriel J. Smith*

Party of the Second Part.

*SE SE & NW SE*

Sec. *18* Tp. *9* R. *15*

*Dec 16* 191*6*

# AGREEMENT

This Agreement, Made this 16 day of Oct 1916  
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,  
party of the first part, and Gabriel J Smith

party of the second part, witnesseth:

Whereas, the following described land, to-wit: SE 1/4 SE 1/4  
and NW 1/4 SE 1/4 Dec 18. Township  
9 South. Range 15. E.B.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  
fifteen dollars (\$ 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 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  
Gabriel J Smith

Contract #11

Gabriel J. Smith.

Poult. Adk.

S.E.  $\frac{1}{4}$  NW  $\frac{1}{4}$  18-9-15

There are 12 wells drilled on the  
SE  $\frac{1}{4}$  and the following tile laid:-

<u>6"</u>	<u>8"</u>	<u>10"</u>	<u>12"</u>
248 ft.	838 ft.	592 ft.	484 ft.

This work has apparently drained 9<sup>2</sup>  
acres. There remains a strip along  
coulee I' this 40 that is still wet  
and can only be drained by lowering the  
coulee to provide suitable outlets for the  
tile drains.

In the NW of the S.E. several  
springs have been opened by drifting  
in along the water veins. These  
openings are discharging considerable  
water. Owing to the fact that this  
wet corner was rough and not  
suitable for general agriculture purposes  
work was discontinued in order to  
work on land with more value -

May 28 - 1918

Al. Harris



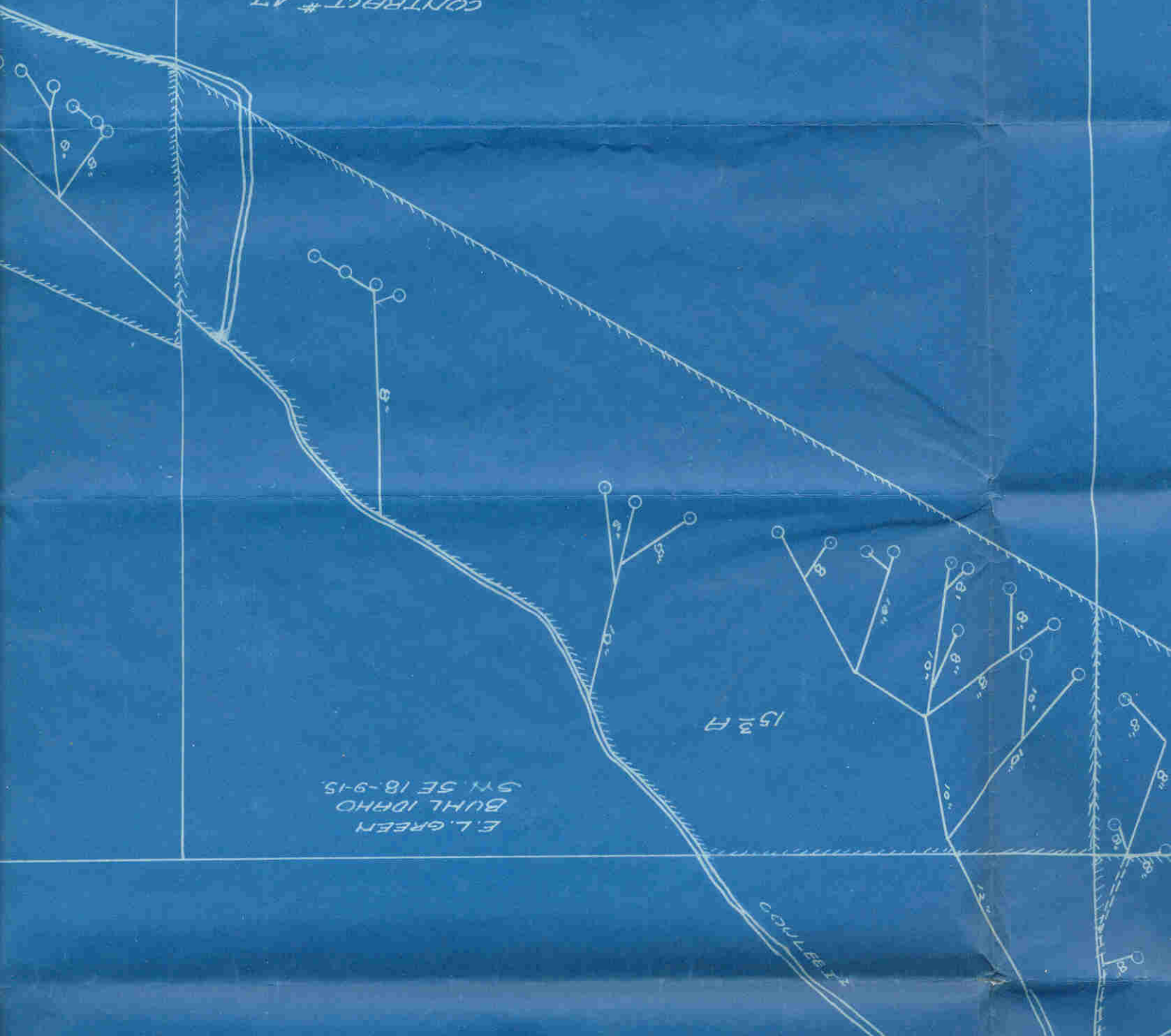
NO CONT

E.L. GREEN  
BUHL 10RHO  
5M. SE 18-9-15

LEGEND:  
○ WELL  
— EDGE DRAINAGE  
— TILE LINE  
--- OPEN DRAIN  
SCALE 1/2" = 100'

CONTRACT # 47

47



E.L. GREEN  
BUHL 10RHO  
5M. SE 18-9-15

150' A

CONTRACT # 47

E. L. GREEN  
BUHL IDAHO  
SE. 5/4 18-9-15.  
200 0

CONTRACT #47

158 R.

E. L. GREEN  
BUHL IDAHO  
NE. 5/4 18-9-15

