



CONTRACT  
No. 75

A. W. Russell

Legal Description:  
NW1/4NE1/4

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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# AGREEMENT

## WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

*Geo Russell*

Party of the Second Part.

*W W N E*

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

*Oct 28* 191*6*

# AGREEMENT

This Agreement, Made this 28 day of Oct 1916

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,  
party of the first part, and Alv Russell

party of the second part, witnesseth:

Whereas, the following described land, to-wit: Sec 35 Township 9 - SR 15 E 3m

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 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 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 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 his hand the day and year first above written.

TWIN FALLS CANAL COMPANY,

By \_\_\_\_\_ Secretary

Alv. Russell

A.W. Russell

Cont 75

N.W. NE. - 35-9-15

No work has been done.

This land is now owned by Fred Gerber who is raising good crops on practically the entire acreage. L.F. could cut off about 5 or 6 acres on the S.W. corner of this land and this is the land which seemed to be in some danger of seepage at the signing of the contract in 1916. Altho no work has been done on this land the drainage operations carried on on the M Pherson land just south of this tract seem to have arrested any progress of seepage and the irrigation water is washing out the alkali at a rate which has caused an improvement each year in the crop raised.

At present the piece <sup>is</sup> in alfalfa and is quite a heavy stand. The water table at present is about 4.5 to 5 feet below the surface.

The house is in the northeast corner surrounded by a small family orchard.

Hard pan is about 3½ feet below surface, but no signs of seepage appears. The present owner has some fear of seepage on about three acres, near the Castello seepage area just north of his land, Aug. 10 1920  
At present no work needs to be done - C A Mc Clelland  
H. H. P.