

CONTRACT 76

J.H. Dunaway

Legal Description:
S1/2SW

Section 7
Township 10 South
Range 17 East

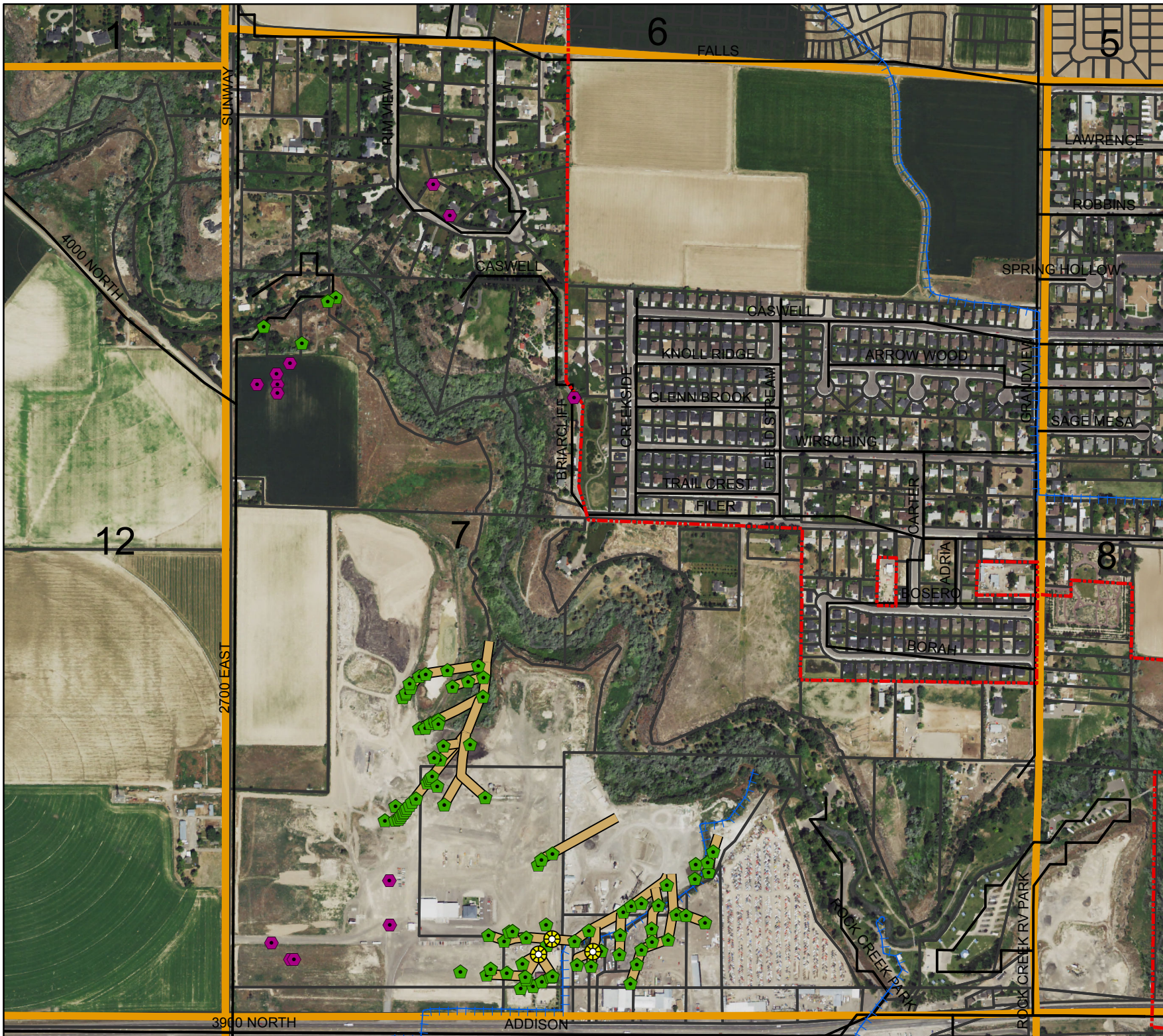
Legend

- Man Holes
- Observation Wells
- Tunnel Portals
- Vertical Shafts
- Wells
- Drains
- Tunnels
- City Limits
- Canals
- Roads
- Section Line
- Parcels



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Created: 8/2016



AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,
Party of the First Part.

J. H. Dunaway
Party of the Second Part.

J. H. 548

Sec. *7* Tp. *10* R. *17*

November 1 191*6*

S 1/2 Sec. 1

AGREEMENT

This Agreement, Made this 1st day of November 1916.

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and J. H. Dunaway

party of the second part, witnesseth:

Whereas, the following described land, to-wit: S $\frac{1}{2}$ of the SW Section 7,
Township 10 South, Range 17 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 W. O. Taylor Secretary

J. H. Dunaway

Contract # 76

J. H. Dunaway
Fruit Falls, S. Dak.

1st 3rd. sec 7-10-17.

Work on the north side of this land was done during 1915 & 1916. - While it gave some relief it has not shown the results it should. Run off the spring that more wells should be drilled and more tile laid.

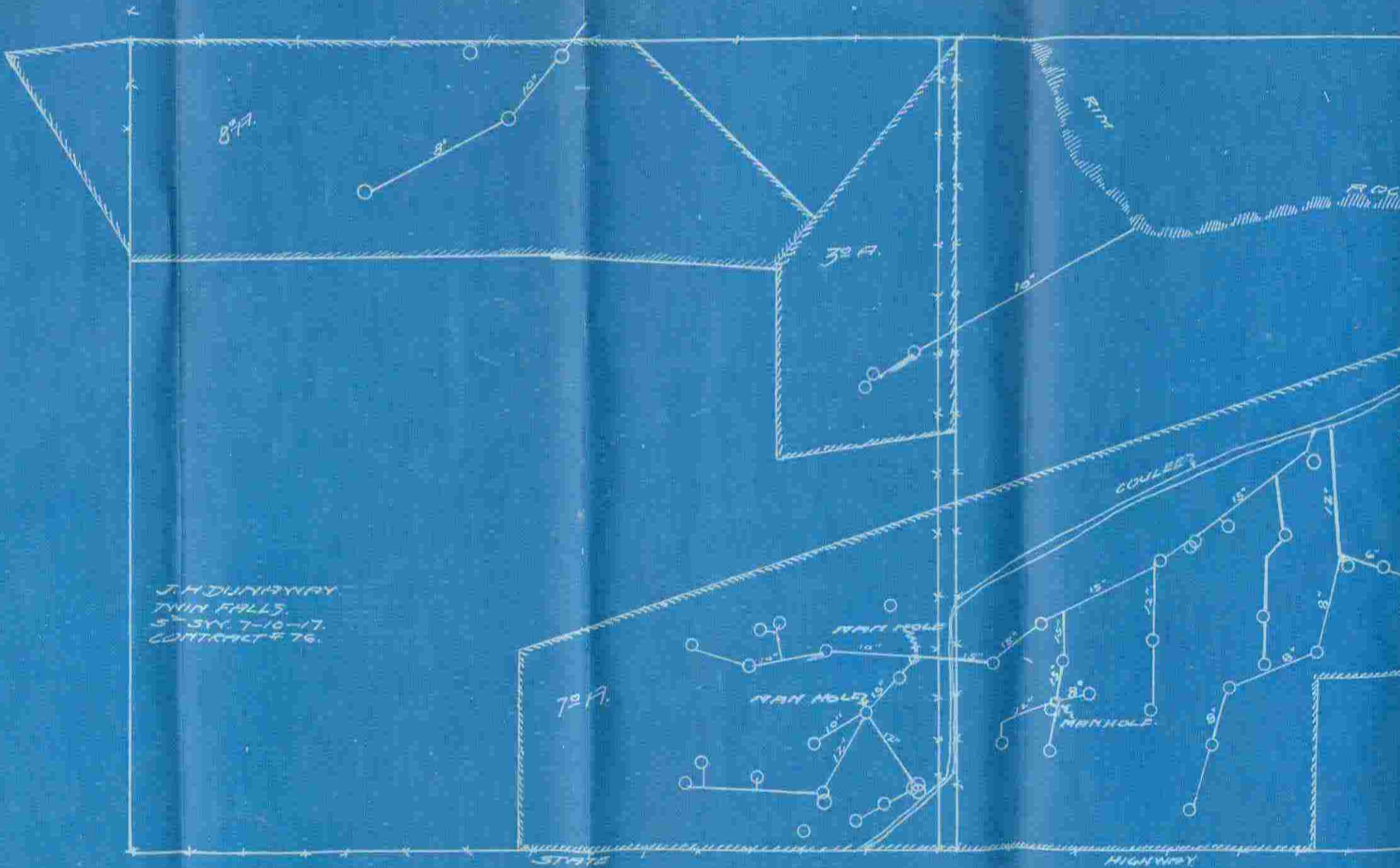
Work toward the Northeast corner was done during 1917. It gave immediate relief which promises to be permanent. Some work was done during the spring of 1917 in the South East corner. - During the Fall of 1917 it became quite evident that the work was not extensive enough to completely drain the land.

During the spring of 1918 several more wells were drilled and tile laid to them. At present the amount being discharged is holding the water table down or even lowering it.

27 wells	18 acres affected			
Tile	8"	10"	12"	15"
	250	1120	300	170

June 26-1918

Chas. J. Davis



J. H. DUNNWAY
 TWIN FALLS,
 5th SY. 7-10-17.
 CONTRACT # 76.

8" A.

30 A.

72 A.

STATS

HIGHWAY

RTM

ROCK

COULDER

MANHOLE

MANHOLE

MANHOLE

8"

10"

10"

15"

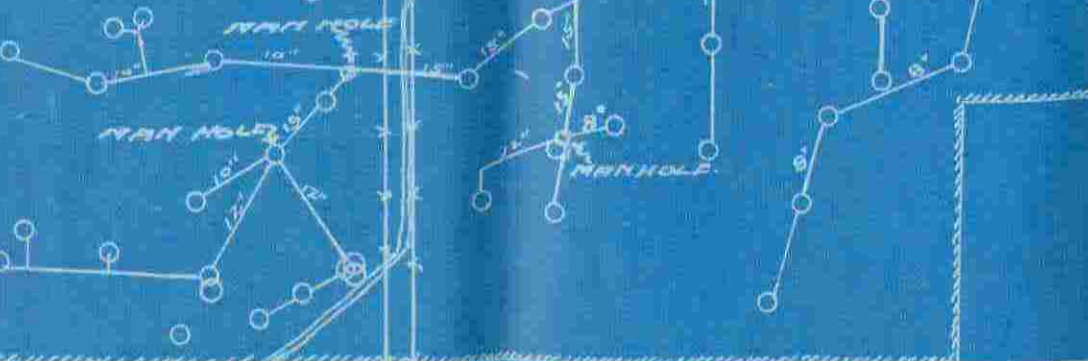
15"

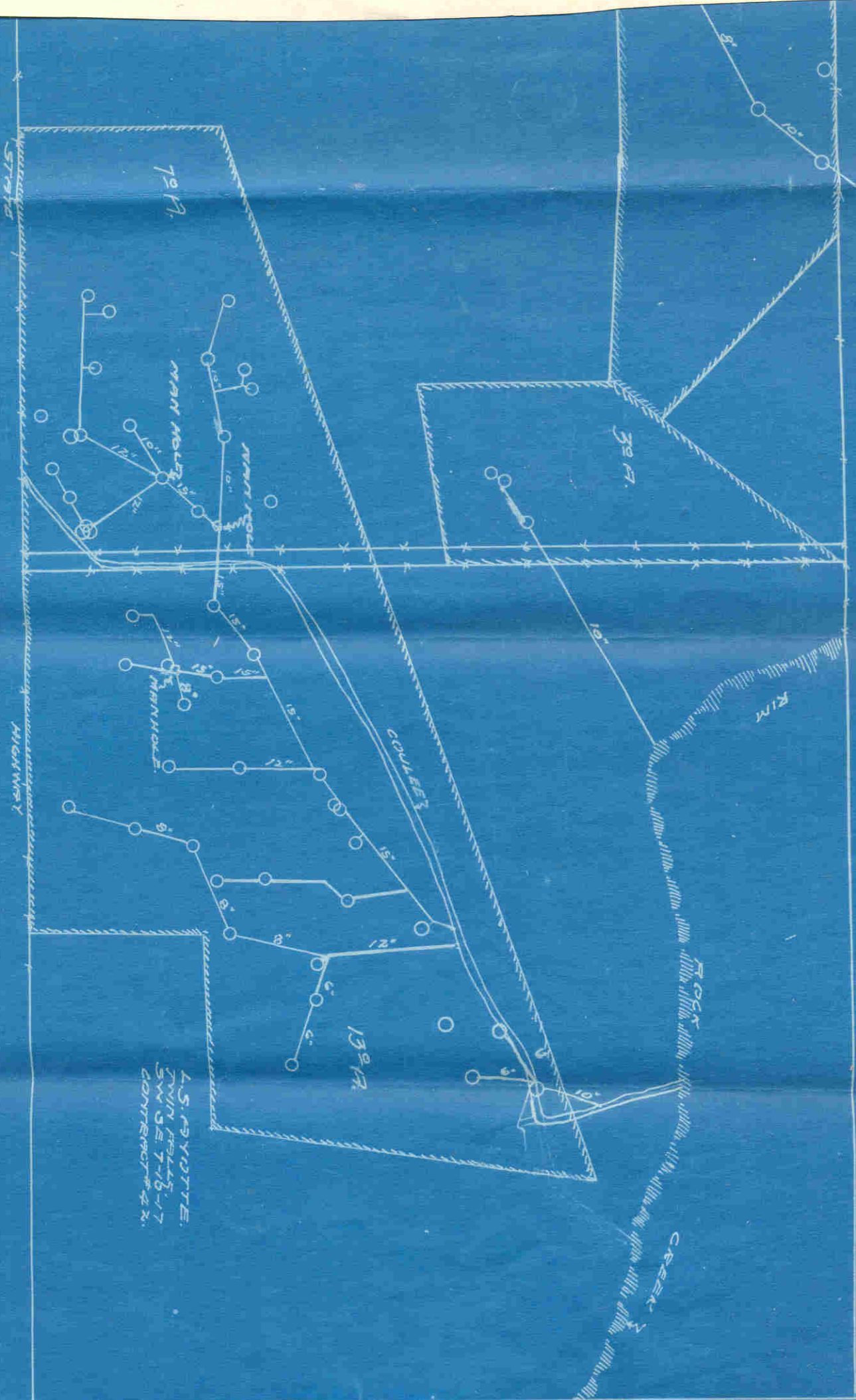
12"

8"

12"

8"





L.S. BYNOTE:
 TWIN PELLETS
 SW 5E 7-18-17
 CONTRACT # 2 X.