

CONTRACT 80

Ezra Prough

Legal Description:
SWSE

Section 15
Township 10 South
Range 17 East

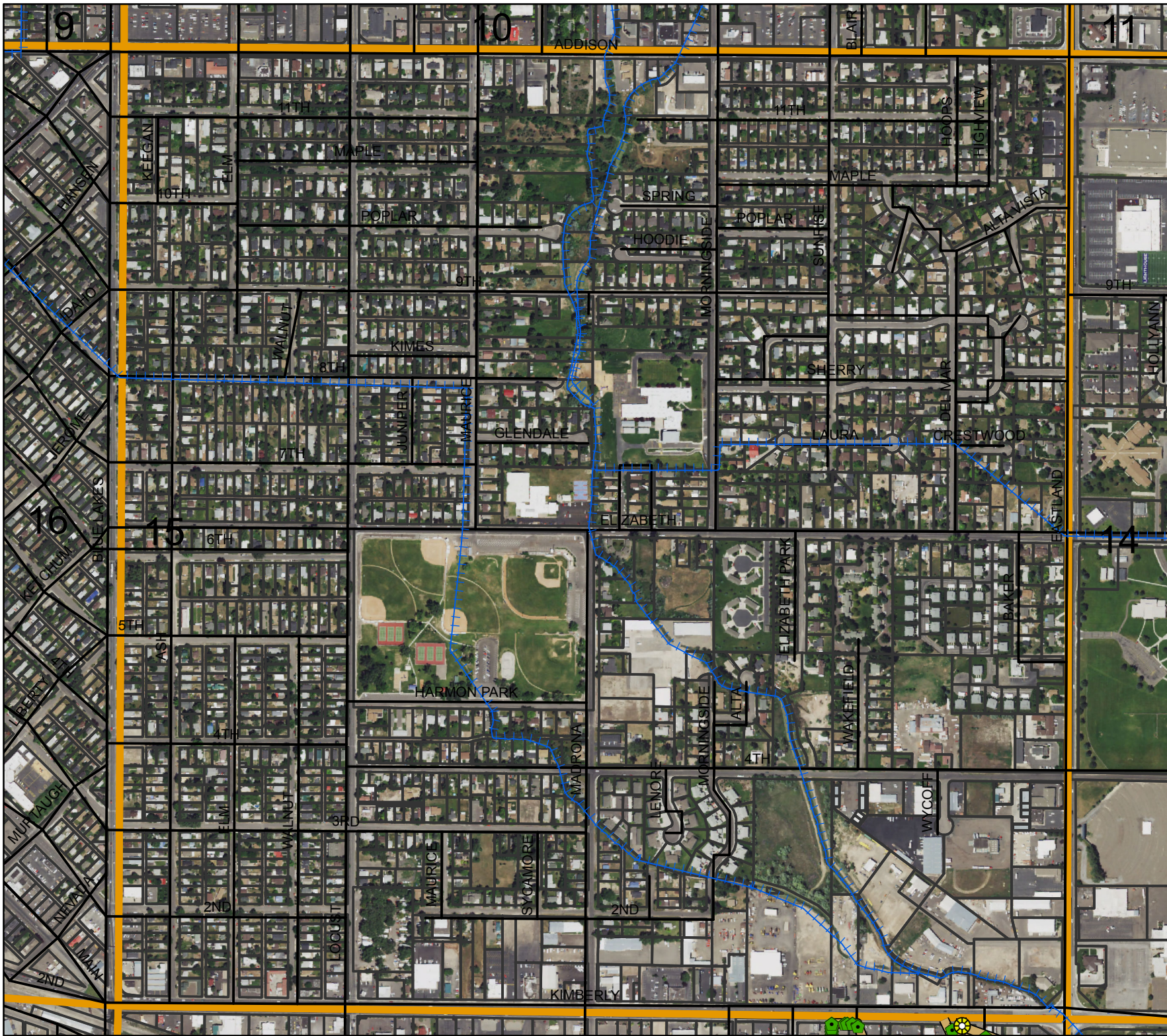
Legend

- 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.

Wesley Crough
Party of the Second Part.

part of the SW 1/4 SE

Sec. 15 --- Tp. 10 --- R. 17 ---

November --- 1916 ---

AGREEMENT

This Agreement, Made this 20 day of November 1916
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and Ega Prough

party of the second part, witnesseth:

Whereas, the following described land, to-wit: a part of the
SW¹/₄ of the SE¹/₄ of Sec. 15, T¹ 10 S. R. 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 (\$15⁰⁰/₁₀₀) 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

Ega Prough

Elza Trough - J. C. Olson
Present owner

Contract No. 80

For part SW $\frac{1}{4}$ - SE $\frac{1}{4}$ Sec. 15 - 10 - 17
2.1 acres effected.

10" x 8" tile drain along north side
of this land - See Blue Print.

Test Hole #1 - to soft mud 4' 0" from Surface
" " #2 " " " 3' 8" from Surface
" " 3 " " " 4' 5" "

The alkali shows up a great deal,
and the apple trees show the bad
effect of the seepage. It may not
have had the proper handling to
raise a crop. The land seems to be
drained

July 28 1920
L. H. Penning

M. F. ALBERT
PAYETTE IDAHO
NE, SE SW 15-10-17
CONTRACT 93.

MCNEIL

CONTRACT # 26.

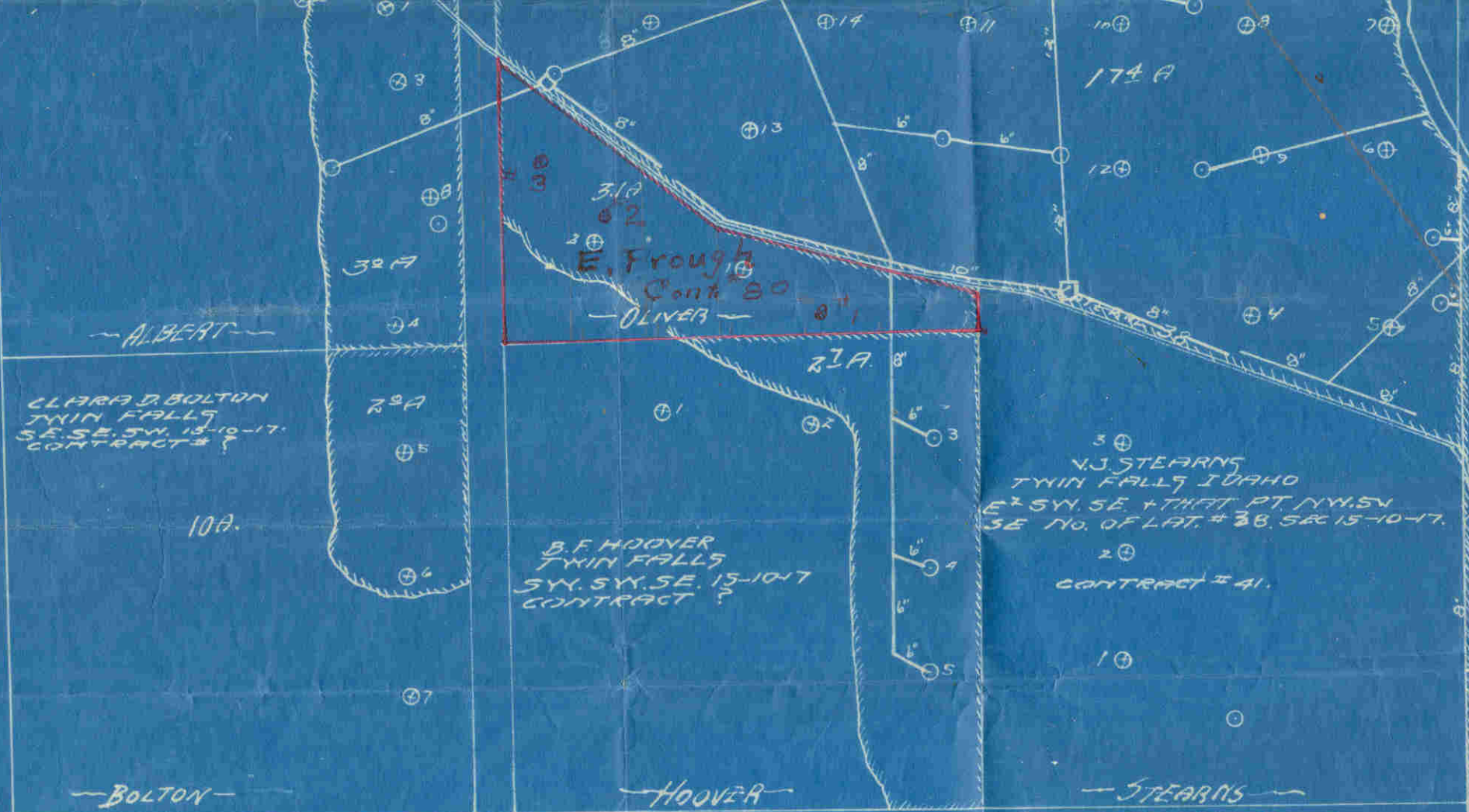
H. B. BLUE
TWIN FALLS
PT. 52 BY W SE
15-10-17.

174 A

LUL.

ABANDON 3





CLARA J. BOLTON
TWIN FALLS
SE. SE. SW. 15-10-17.
CONTRACT # ?

B. F. HOOVER
TWIN FALLS
SW. SW. SE. 15-10-17
CONTRACT # ?

V. J. STEARNS
TWIN FALLS IDAHO
E² SW. SE. + THAT PT. NW. SW
SE NO. OF LAT. # 38. SEC 15-10-17.
CONTRACT # 41.

DAYE SMITH
TWIN FALLS
PT. NW. NE 38-10-17.
CONTRACT # 40.

~BOLTON~

~HOOVER~

~STEARNS~

KIMBERLEY-ROAD

~SMITH~

LAND DRAINAGE

~TWIN FALLS CANAL COMPANY~

SEASON

1915 and 1916

15
22 T-10-5-A-17-E.

40A

B.F. HOOVER
TWIN FALLS
S.Y. S.Y. SE. 15-10-17
CONTRACT ?

SE. NO. OF LAT. # 38. SEC 15-10-17.
2 ⊕
CONTRACT # 41.

BOLTON

HOOVER

STEARNS

KIMBERLEY ROAD

SMITH

DAVE SMITH
TWIN FALLS
PT. N.W. 1/4 SE. 15-10-17.
CONTRACT # 40.

LAND DRAINAGE

TWIN FALLS CANAL COMPANY

SEASON

1915 ^{Apr} 1916

- WELLS.
- ⊕ TEST PITS.
- DRAINS.
- CELLARS.

Scale - 1" = 200'

