



CONTRACT  
No. 83

Robert Gay

Legal Description:  
NW1/4NW1/4

Section 25  
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



This map is for informational and reference purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data, and information sources to ascertain the usability of information.



# AGREEMENT

## WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

*Robt. Gray*

Party of the Second Part.

Sec. *25* Tp. *9* R. *15*

*12* 191*6*

*NO NO!*

# AGREEMENT

This Agreement, Made this 12<sup>th</sup> day of December 1916

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,

of the first part, and Robert Gay

party of the second part, witnesseth:

Whereas, the following described land, to-wit:

NW<sup>4</sup> NW<sup>4</sup> Sec. 25, Tp. 9S, R. 15E.

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<sup>00</sup>/<sub>100</sub>) 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

R. J. Lyman

Robert Gay

Contract # 83.

Robert Gay

Files Ida NW NW. 25-9-15.

Three wells have been drilled on this land but have not been tapped. These wells are strong flowing over the surface of the ground. This work was started during the winter of 1916 and discontinued account freezing weather. There are approximately 4<sup>0</sup> acres affected.

June 13, 1918.

C. A. Davis



Cont # 83

Ralt Gary

Tiler, Idaho

NW-NW-25-9-15

4<sup>3</sup>/<sub>4</sub> acres effected.

Three wells have been drilled and tiled into the cauler, <sup>650</sup>550' of tile 8"

The lower end of this land, or the east side of this tract, is shallow soil and where he was irrigating along the south side, the land was wet to the shale or rock.

The north side of this land is dry but has alkali on the surface and the crop of wheat or alfalfa is only about one half of a stand.

The test wells show the following conditions

Test hole # 1 - wet 4' from surface

" " # 2 - " 3'-8" " "

" " # 3 shale & wet 2'-3"

" " # 4 shale & wet 2'-1"

" " # 5 shale & wet 2'-0

" " # 6 - shale 1'-5"

" " # 7 - shale 1'-6"

} wet from surface from irrigation water, I believe.

from surface, dry

from surface dry

This appears to be pretty well drained at this time

August 25 1920

L. H. Perrine

ROBT GARY  
FILER IOWA  
NW. NW.  
CONTRACT # 83.

E. A. PHELPS  
SW NW  
CONTRACT # 60.



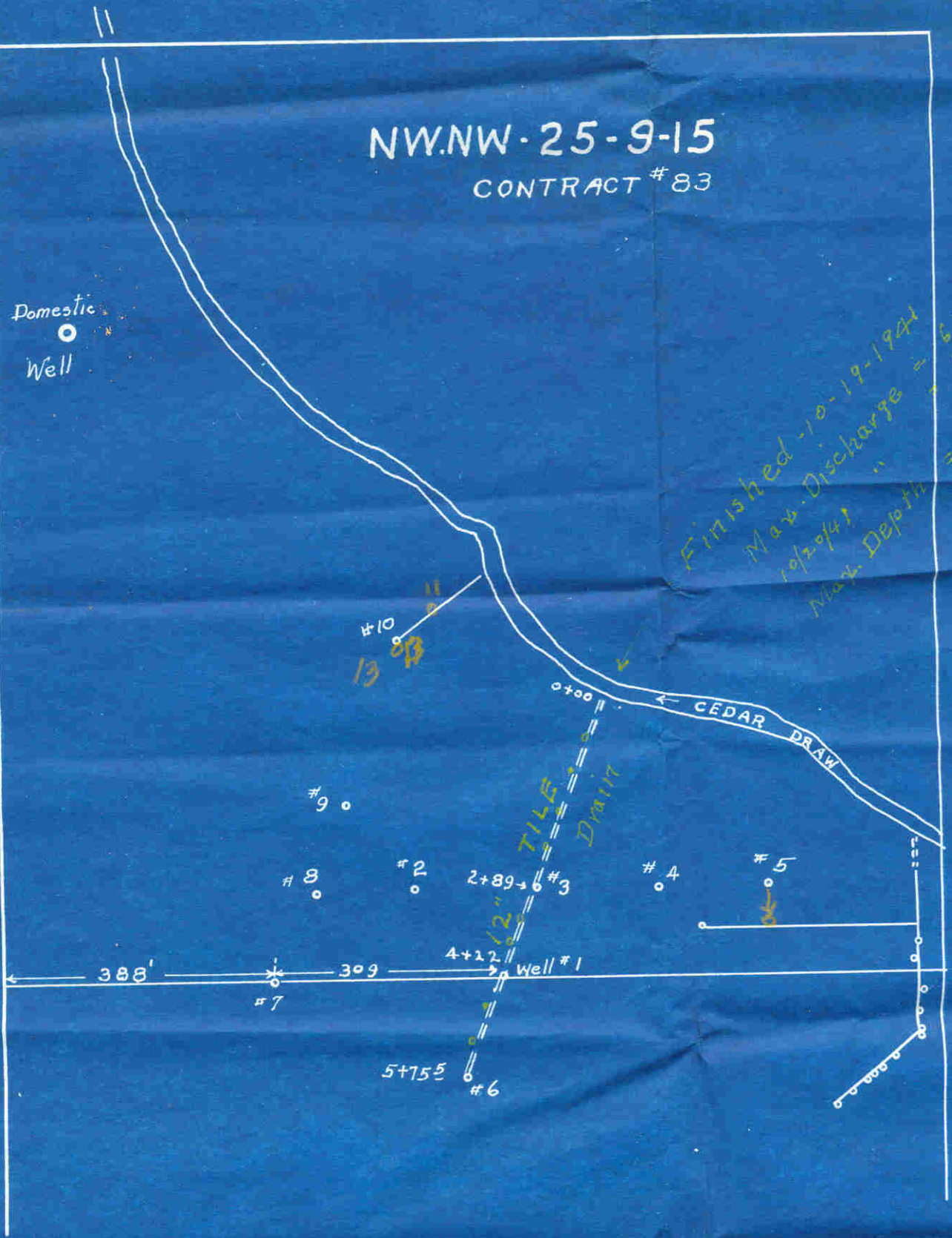


NW.NW-25-9-15

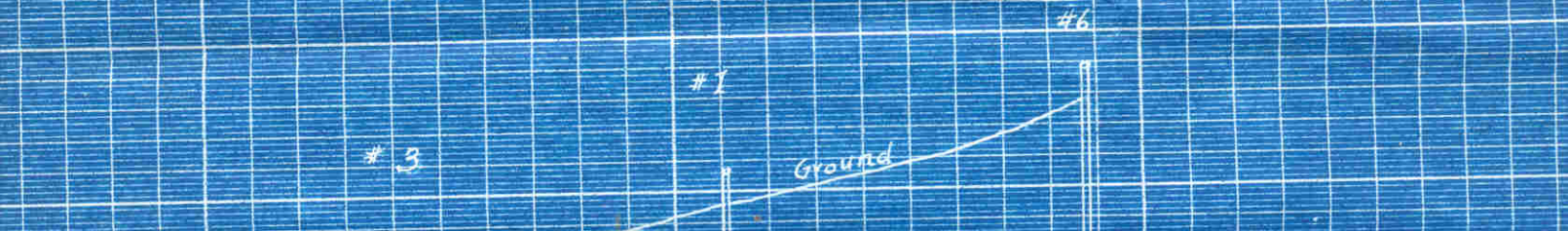
CONTRACT #83

Domestic Well

Finished 10-19-1941  
Max. Discharge = 25"  
19/20/41 " " " 53"  
Max. Depth = 21 Ft

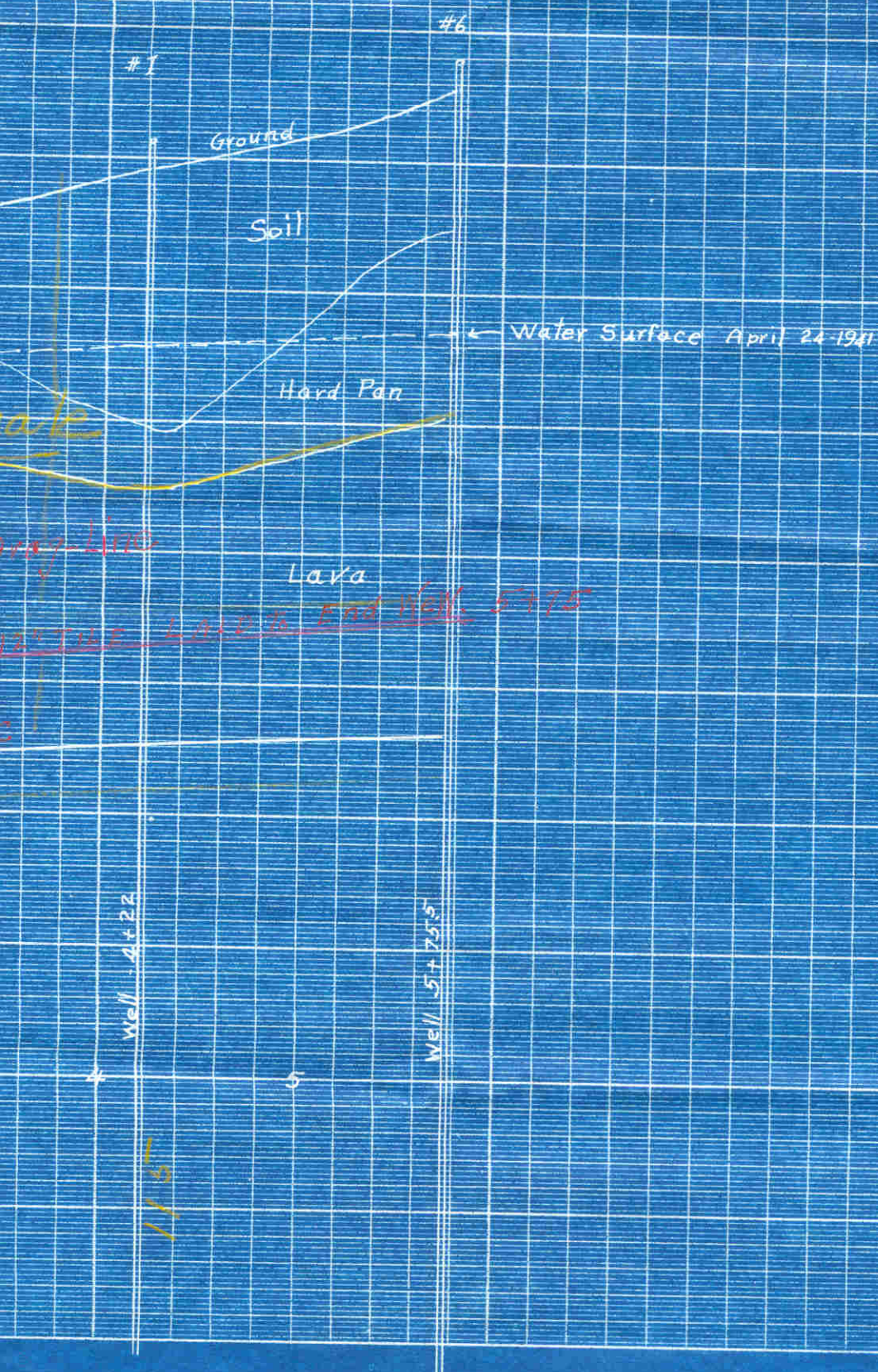


PROFILE OF PROPOSED DRAIN TUNNEL





# DRAIN TUNNEL





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