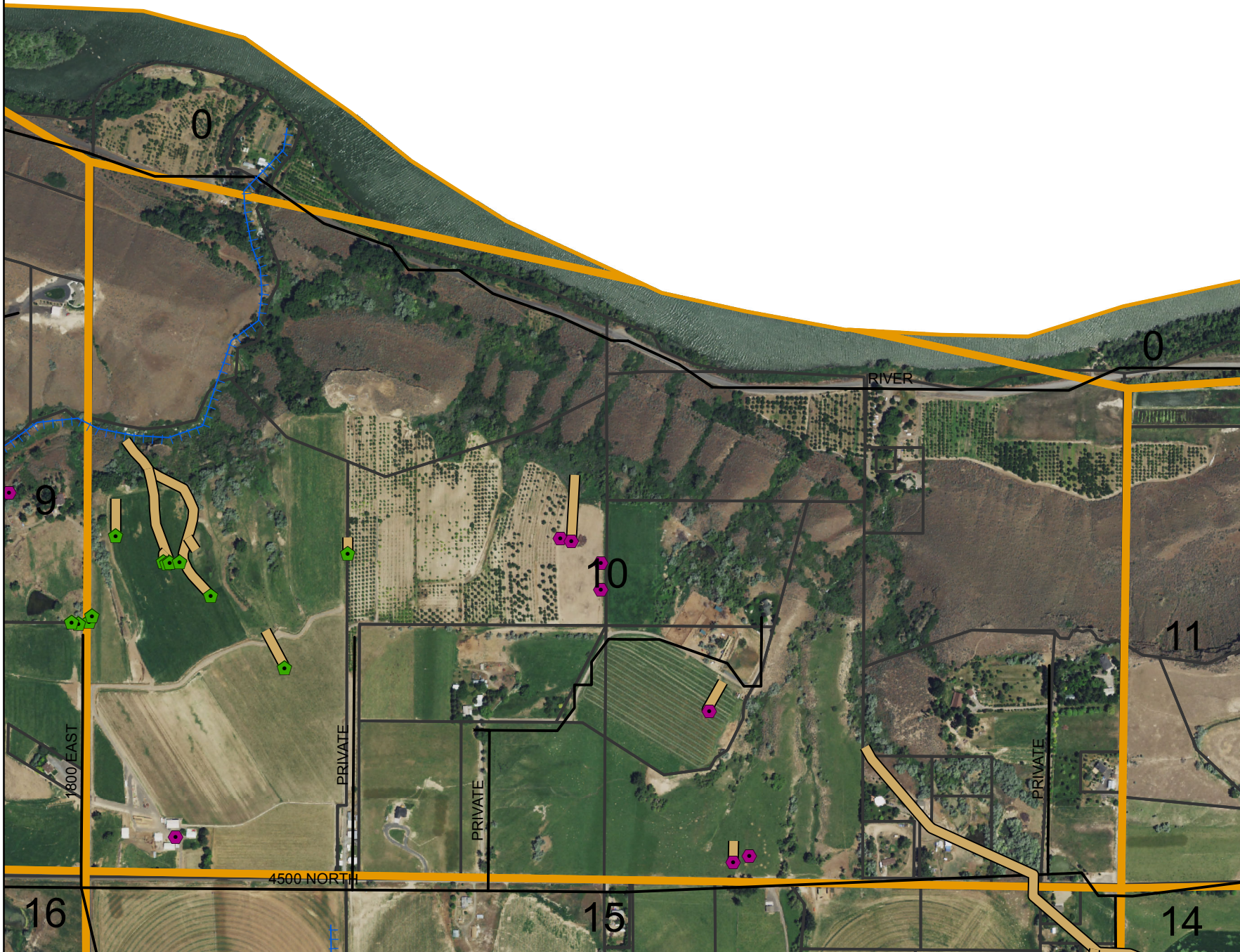


CONTRACT
No. 89

H. E. Powers

Legal Description:
Lot 5

Section 10
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.

N.E. Powers

Party of the Second Part.

Lot 5

Sec. *10* Tp. *9* R. *15*
August 14 1916

Marking
Book
May 31-1914

AGREEMENT

This Agreement, Made this 14th day of August 1916
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and J. E. Powers and
Elizabeth Powers
party of the second part, witnesseth:

Whereas, the following described land, to-wit:
The South Forty six acres of Lot 5
of Section 10 - T⁴ P⁹ S. R. 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 (\$ 15⁰⁰) 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 their hands the day and year
first above written.

TWIN FALLS CANAL COMPANY,

By _____ Secretary

Elizabeth Powers by
J. E. Powers
J. E. Powers

A. E. Powers

Cont No. 89

Lot. 5 - Sec. 10 - 9 - 15

(E. S. Green present owner)

26 Acres affected.

There has been three groups of wells of three wells each.

The east group of wells has been trenched into a draw and they are flowing about 15 miners inches. This is helping the land in this location.

The other wells have water flowing out to the surface and do no good. These wells should be tiled out as low as possible and there may ~~have been~~ ^{needed} more wells to properly drain this land.

The land is too wet to grow any crops.

Aug 25 - 1920
L. H. Penine