



CONTRACT
No. 95

G. A. Erhardt

Legal Description:
NW1/4SE1/4

Section 36
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

95
WELL DRAINAGE

TWIN FALLS CANAL COMPANY,
Party of the First Part.

H. H. C.

Party of the Second Part.
G. A. Erhardt

Sec. 36 --- Tp. 9 --- R. 15 ---

May 25 --- 1917 ---

NW SE:

See Contract

155 new

work

& 184

7/27/1917
Twin Falls Canal
May 29-1917

AGREEMENT

This Agreement, Made this 25th day of May 1917

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and G. A. Erhardt

party of the second part, witnesseth:

Whereas, the following described land, to-wit: the Northwest One-quarter of the Southeast One-quarter of section 36 Township 9 South, Range 15 East BM. Idaho

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 Twin Falls Canal Co., ~~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 W. O. Taylor Secretary
G. A. Erhardt

Cont #95

E. W. Erhardt

See Contract #155 which was signed up
Nov. 1919 by H. N. Kulp.

No work was done before May 1918 so Faris
reports. The land then changed hands and a
new contract was signed by Kulp.

Aug 1920

C. W. McIlhenny

See #155