

CONTRACT  
No. 96

H.G. Nice

Legal Description:  
NE1/4SW1/4

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.

Created: 8/2016

# AGREEMENT

## WELL DRAINAGE

TWIN FALLS CANAL COMPANY,  
Party of the First Part.

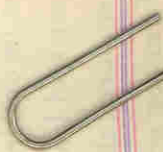
*NE SW!*

Party of the Second Part.  
H. G. Nice

Sec. 36 Tp. 9 R. 15

May 25 1917

*New Work - 185*



Matthew J. ...  
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 H. G. Nice,

party of the second part, witnesseth:

Whereas, the following described land, to-wit: Northeast One-quarter  
of the Southwest One-quarter of Section 36 Township 90 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 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. Saylor Secretary  
H. G. Nice

N. L. Nice.

Cont # 96

15.8 acres

N.E. & S.W. 36-9-15

15 wells topped - 10 wells not topped -

12" tile  
610 ft.

10" tile  
280 ft.

This land has been drained as far as we could tell at this time of the year. He has fairly good crops on the land except on the north of and west of the course. This has been drained but it needs some reclaiming.

Mr. Nice is well satisfied with the job.

The water shows the following.

Observation wells # 1 - to water - 6'-0" from surface
" " # 2 - to water - 3'-1" from surface
" " # 3 - to water - 3'-10" from surface
" " # 4 - to water - 7'-0" from surface
" " # 5 - to water - 6'-0" from surface

August 24 - 1920

L. H. Purvine

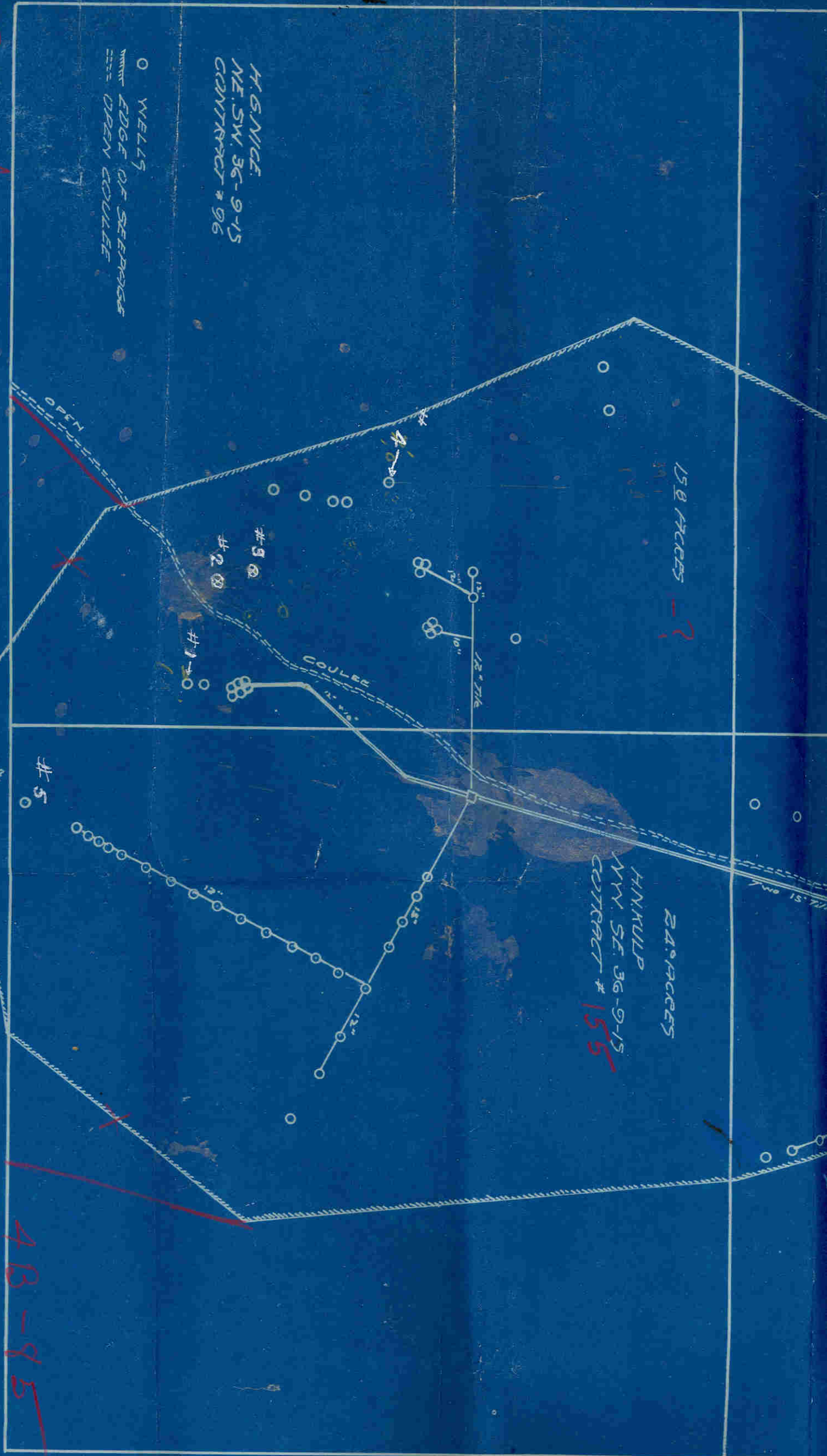
See No 185  
Map-10-123

H.G. NICE  
NE. SW. 36-9-15  
CONTRACT # 96

○ WELLS  
===== EDGE OF SEEPAGE  
----- OPEN COULEE

150 ACRES - ?

240 ACRES  
HANKULP  
NW. SE. 36-9-15  
CONTRACT # 155



4B-95

~~4B-95~~

66.5 EYMOUR  
NE. NW. 36-9-15  
CONTRACT #143.

66.5 EYMOUR  
SE. NW. 36-9-15  
CONTRACT #143

12.1 ACRES

15.8 ACRES

OK

11.2 ACRES

STATE LAND,  
NO CONTRACT.

OK

