

**CONTRACT
12**

Archer Gibbs

Legal Description:
SWSE

Section 18
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

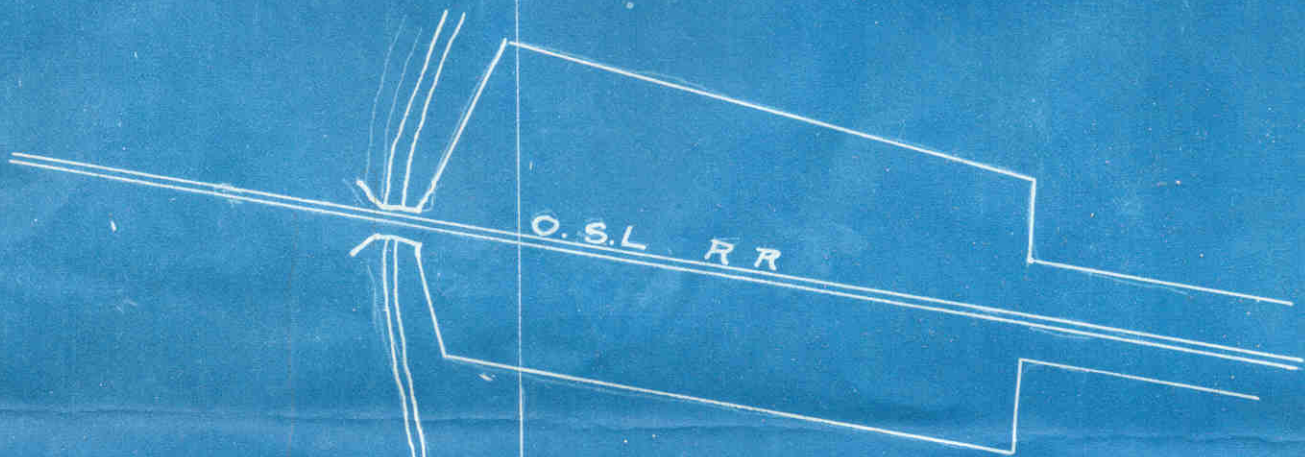


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Agreement 12
Archer S. Gibbs -
Well Drainage

SW SE:
118-10-17

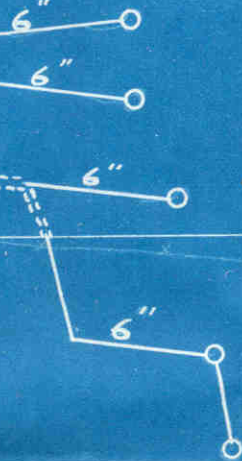
11/3 - 1914



O.S.L. RR

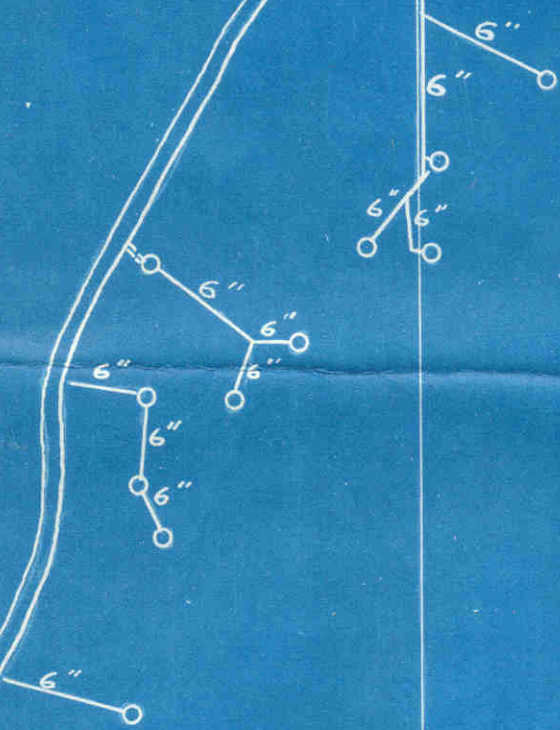
MRS. J.A. FLYNN
 TWIN FALLS, IDAHO,
 NE 4 SE 4 18-10-17
 CONTRACT # 17
 SCALE 1" = 200'

740' of 6"



A.S. GIBBS
 TWIN FALLS, IDAHO,
 SW 4 SE 4 18-10-17
 CONTRACT # 12
 SCALE 1" = 200'

F.E. CHAMBERLAIN
 TWIN FALLS IDAHO
 SE 4 SE 4 18-10-17
 CONTRACT # 11
 SCALE 1" = 200'



4C - # 4370

ROAD

Contract #12.
Archer S. Gibbs.
Twins Falls, Ida.

SW 8 E. 18-10-17.

The data available in the Company office shows that 8 wells were drilled and 740 feet of 6" tile laid on this land.

This work was done a few years ago under the direction of ~~the~~ a U.S. Drainage Engineer. The tile was laid on top of the rock which was only about three feet from the surface. After the work was done conditions were good for a while. During the last year the water came up on most of the original area - Investigations showed that the tile were filled full of fine silt and that the wells were discharging ~~only~~ only a small amount of water. We lowered the cullee and intended to lower the tile but were requested by Mr. Gibbs to discontinue work there during the present growing season.

4²/₉ acres are included in this perped area

C. H. Davis.

May 21 1918.

A G R E E M E N T .

THIS AGREEMENT made this 5th. day of November, 1914
by and between the Twin Falls Canal Company, an Idaho Corporation,
party of the first part, and Archer S. Gibbs, party of the
second part, WITNESSETH:

WHEREAS the following described lands, to-wit:
Southwest Quarter of Southeast Quarter (SW¹SE¹) of Section
Eighteen (18) Township Ten South (10S.) Range Seventeen (17) E.B.M.
in Twin Falls County, Idaho, are at present being injured by
seepage; and, whereas the first party is about to bore one or
more wells on or near said lands under the direction of W.G.Sloan,
a drainage engineer, for the purpose of determining the effect of
such well in draining such seeped lands;

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 lands,- the number, size, depth, character and location to
be designated by said engineer, and first party shall have the
right to enter on said lands and do and perform any and all things
reasonably necessary in the judgement 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 \$15.00 per acre for
any and all lands drained, the number of acres, if any, to be
determined by 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.

... of the first party and vessel 2' ...
... and ... the ... company, ...
... 24th of November, 1914

V C H E E N E J

(4) It should be understood that should a flow of water be obtained by reason of said wells, the same shall be subject to the use of the first party for irrigation, and second party will grant to 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, on the day and year first above written.

TWIN FALLS CANAL COMPANY,

By *W. O. Taylor*

TWIN FALLS CANAL COMPANY.

Secretary.

Archer S. Gibbs