



CONTRACT
15

W.S. McCornick

Legal Description:
E1/2NE

Section 19
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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Created: 8/2016

5
Seepage Cont. 15
W.S. McCormick

Drainage
E 1/2 NE

19-10-17

13/9-14

Contract #15.
W. J. Mc Cormick
Jwin Falls Sda.
E² NE - 19-10-17

The data available in the company office show that 22 wells have been drilled and the following tile laid:-

<u>6"</u>	<u>8"</u>	<u>10"</u>	<u>12"</u>
1200ft.	500ft	950ft.	1400ft.

This work was treated badly after it was done. The irrigator run water into the lines at various points, even tho he had been cautioned not to.

There is no doubt but what the tile contains considerably silt which run in thru the joints with irrigation water. While nearly the entire area was covered with alkali last season no water showed on top. Mr. Mc Cormick complained about a wet place near the SW corner of the north 40 last year - we dug some test holes and found that the water table was approximately 4 feet below the ground surface.

May 21 - 1918

O. Davis.

21⁶ acres.

THIS AGREEMENT made this 9 day of Dec 1914

by and between the Twin Falls Canal Company, an Idaho Corporation, party of the first part, and W.S. McCornick, party of the second part, WITNESSETH:

WHEREAS the following described lands, to-wit:

East Half of Northeast Quarter (~~E₂NE₁~~) of Section Nineteen (19), Township Ten South (10S.), Range Seventeen (17) East of Boise Meridian, 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. Sloane, 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 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 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 ~~steps 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

Secretary.

W. M. Cernick

By

W. M. Cernick

Attorney in Fact.