

**CONTRACT  
153**

**E. Dean**

Legal Description:  
SESW

Section 25  
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



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.

153

123855

# AGREEMENT

## WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

*Eddie Dean*

Party of the Second Part.

*SE - SW*

Sec. *25* Tp. *10* R. *17*

*May 27* 19*19*

*\$147.00*

STATE OF IDAHO }  
County of Twin Falls } <sup>ss</sup>

I hereby certify that this instrument  
filed for record at request of *T. Falls Canal Co*  
at *40 1/2* minutes past *11*  
o'clock *9* M., this *7th*  
day of *Oct* A. D., 19*20* in my  
office and duly recorded in book *7*  
of *CATB* at  
page *421*

*O. G. J. J. J.*  
Ex-Officio Recorder.

Deputy.

For \$ *1200*

I am to:

*Twin Falls Canal Co*

\$

*City*

by ar

# AGREEMENT

This Agreement, Made this 27<sup>th</sup> day of May 1919  
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,  
party of the first part, and E. Dean

party of the second part, witnesseth:

Whereas, the following described land, to-wit: S. E<sup>4</sup> A W<sup>4</sup>  
Section 25 Twp 10 South, Range 17  
E. B. W.

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 The Company's Engr., 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<sup>00</sup> + <sup>20</sup>100 dollars (\$ 15.<sup>00</sup>) 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. J. Taylor Secretary

Eddie Dean  
Mrs. Clara J. Dean

County of Twin Falls )

On this 26th day of June, 1920, before me, C.A. McLelland, a Notary Public in and for said County and State, personally appeared W. O. Taylor, known to me to be the person whose name is subscribed to the within instrument as the Secretary of the Twin Falls Canal Company, and acknowledged to me that he subscribed the name of the Twin Falls Canal Company thereto as principal, and his own name as Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate above written.

C.A. McLelland

Notary Public.

My commission expires Dec 6 1923.

State of Idaho, )  
County of Twin Falls ) SS

On this 26th day of June, 1920, before me, C.A. McLelland, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared Eddie Dean and Mrs. Clara J. Dean being the first parties to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first parties; and duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of June 1920.

My Commission  
Expires Dec 6, 1923

C.A. McLelland

Notary Public.

Eddie Deam Drainage Contract No 153.

This contract was made May 27, 1919 for the SE-SW Sec 25 10-17  
Work on construction of tile drain was commenced about  
Feb 10, 1920 and completed about Apr 20, 1920.

1040 feet of 8 inch tile was laid at a <sup>Average Depth.... 6.30ft</sup> minimum depth of 6 feet

11 wells having an average depth of 32 feet were drilled, the  
work of drilling being done between Jan 20th and Jan 27th, 1920.

All wells except the last one on the upper end of the line  
were run into the tile line. The last one is an observation well  
and will be left open for inspection of water table.

The total seeped area which is now reclaimed is 9.8 acres,  
being an amount of land bounded on the west by a line 200 feet out  
from the tile line and bounded on the north, east and south by the  
sub-division lines of Mr Dean's land.

May 28, 1920

C.A. McClelland.

Eddie Dean

May 27/1919

Drainage Contract No. 153

For land in S.E. 1/4 S.W. 1/4 Sec. 25-10-17

9.8 Acres drained

	In Observation Well	Water	5'-4" below surface	
	Test Hole # 1	"	3'-6" "	"
See Blue Print for location of test holes	" "	# 2	Soft mud at 4'-0"	" "
	" "	3	No mud	5'-0" " " dry
	" "	4	soft mud at 4'-2"	" "
	" "	5	" " "	5'-0" " "
	" "	6	" " "	5'-0" " "
	" "	7	" " "	4'-0" " "
	" "	8	" " "	4'-6" " "
	" "	9	" " "	4'-0" " "
	" "	10	No mud	5'-0" " "
	" "	11	" "	at 4'-0" " "
	" "	12	<sup>wet from surface</sup> Soft mud at	4'-0" " "

The land near the tile is well drained.

A very fine crop of barley on most of the land affected in this contract.

Near the lateral <sup># out</sup> 32 at the north side of small orchard, are a few apple trees which are badly effected by the alkali. The water here might come from the lateral that effects these trees.

The land just west is showing signs of alkali.

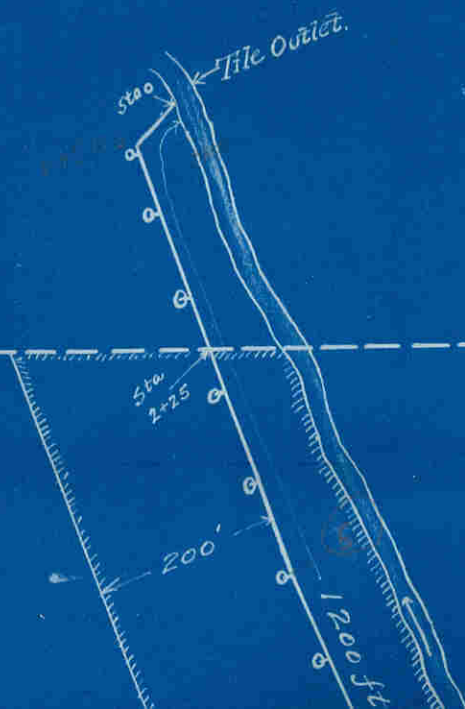
Examination made July 29, 1920

L. H. Perrine

S.P. SHERMAN

SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$

TRIPOLI RITE



25

NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$   
Cont. No 156

NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$   
Cont. No 156

I. F. WARNER

PERRINE

COULEE

13  $\frac{7}{8}$  Acres

6  $\frac{2}{3}$  Acres

1500ft 8" Tile

1500ft 8" Tile

Sta 16+60

Sta 11+25

200ft

200'

Sta 15

Observation Well

#12

9  $\frac{8}{10}$  Acres

#7

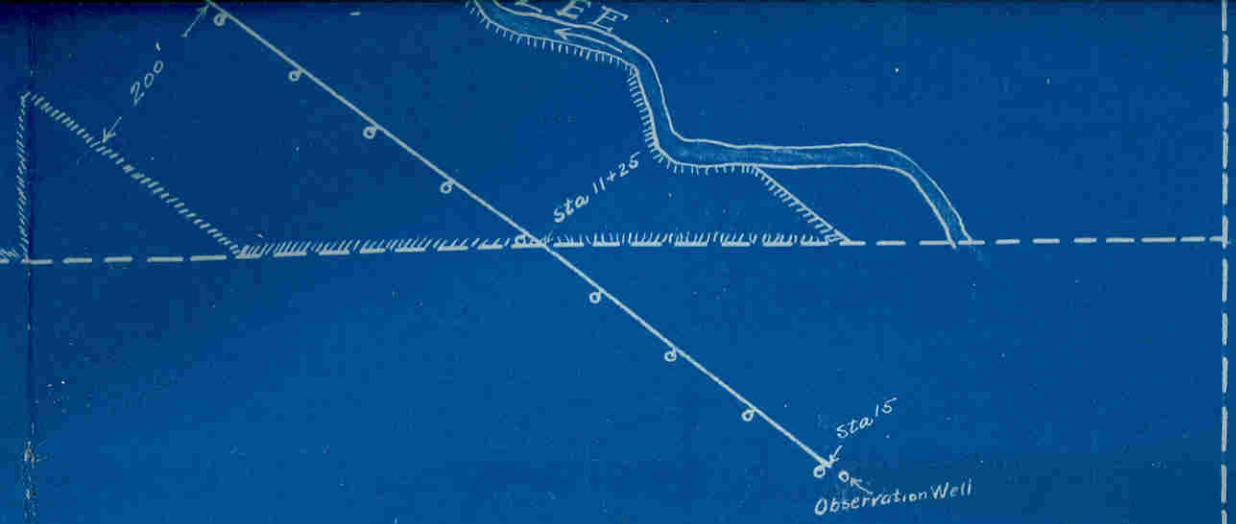
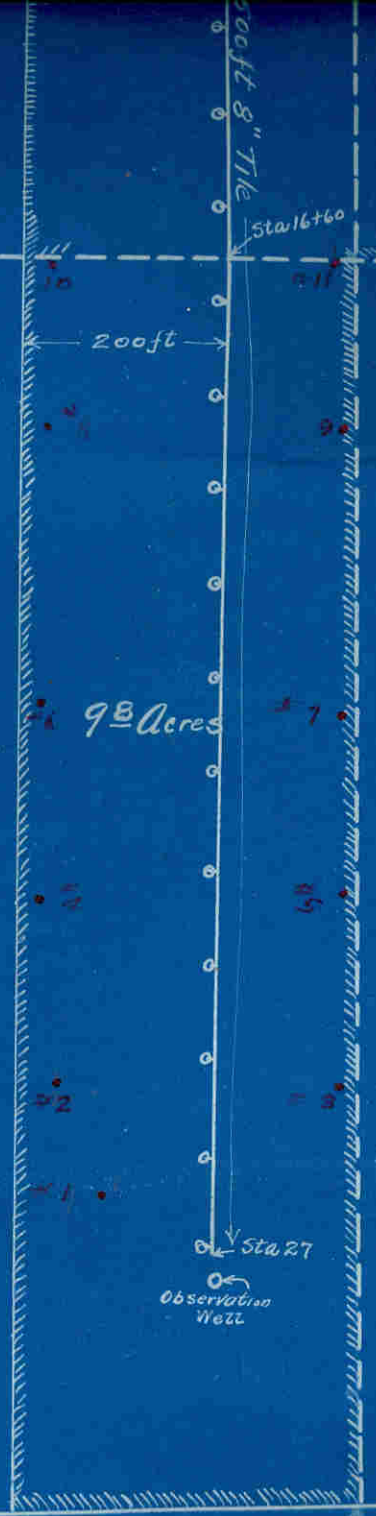
EDDIE DEAN

SE  $\frac{1}{4}$  - SW  $\frac{1}{4}$  25 10-17



EDDIE DEAN  
SE 1/4 - SW 1/4 25 10-17  
CONT. #153

o Wells  
Edge of Seepage







T.F. WARR

NE 1/4 of SW 1/4  
Cont. No 156

207 Acres Affected

137 Acres

530

M.C. CLARR  
SE SW 25-10-17

Lot #32

98 Acres

EDDIE DEAN

SE 1/4 - SW 1/4 25 10-17

CONT. #153

40 Acres Affected

Man hole + 0+00  
11+50  
TILE DRAIN

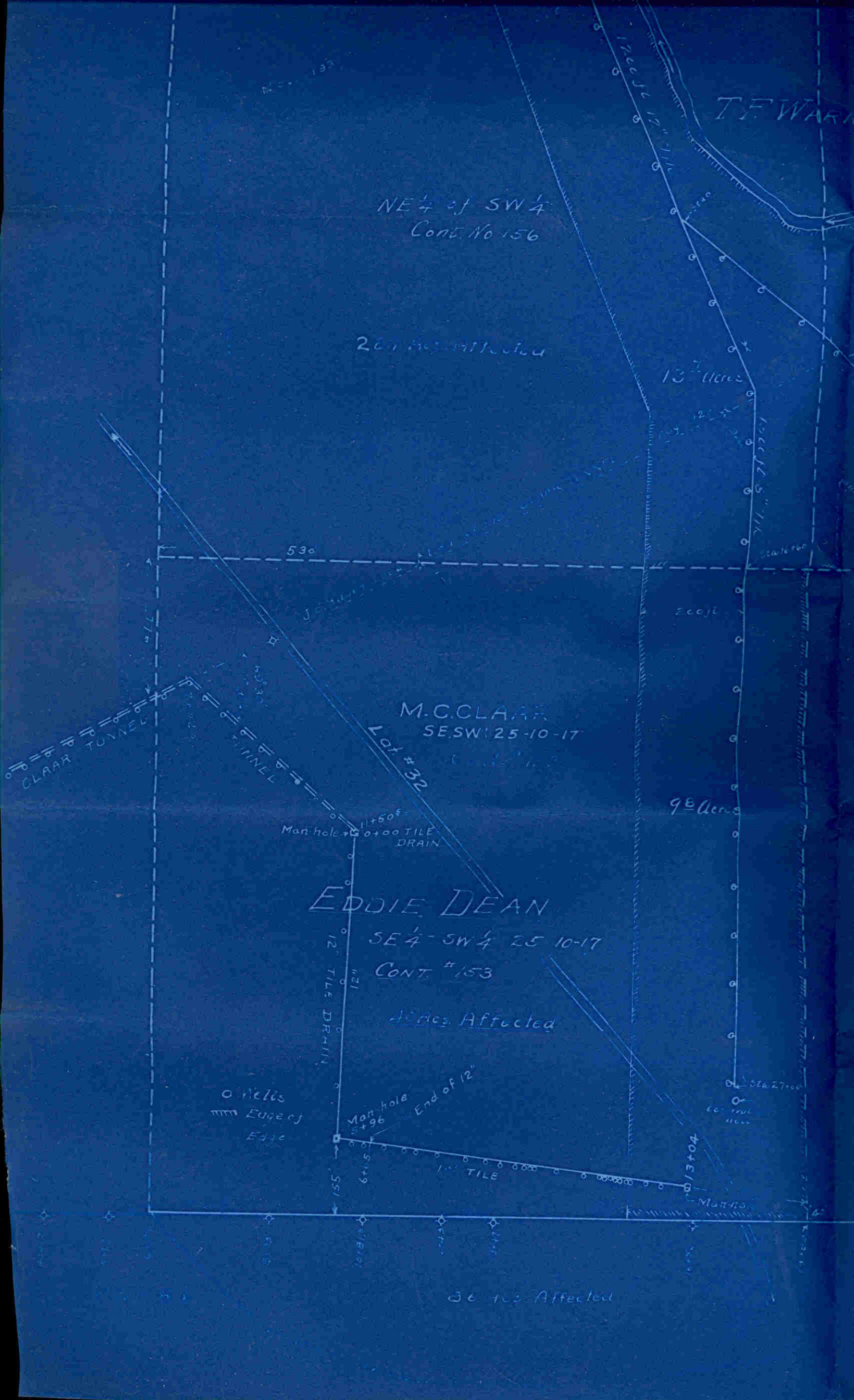
12" TILE DRAIN

Man hole + 96  
End of 12"

Wells  
Edge of  
Edge

1" TILE

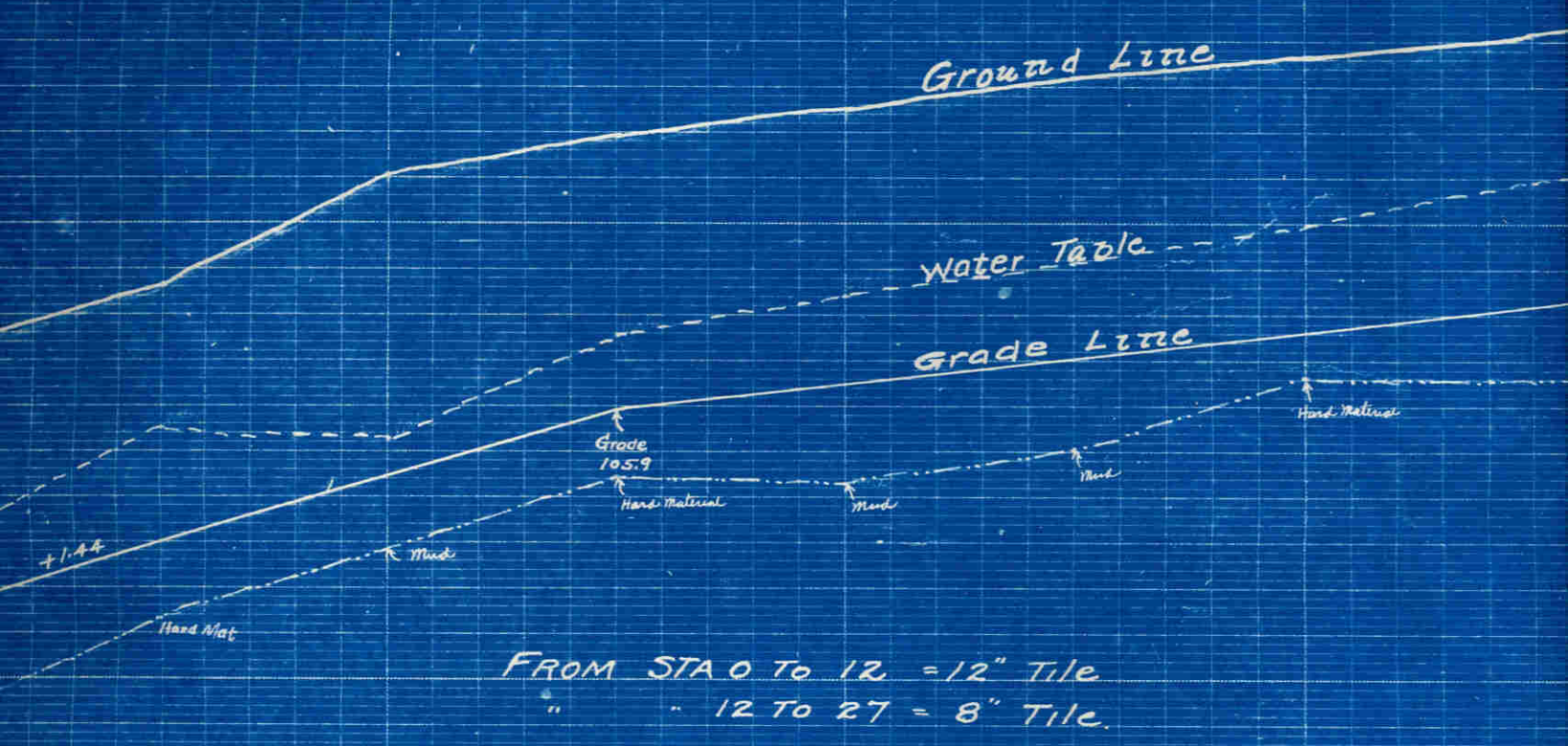
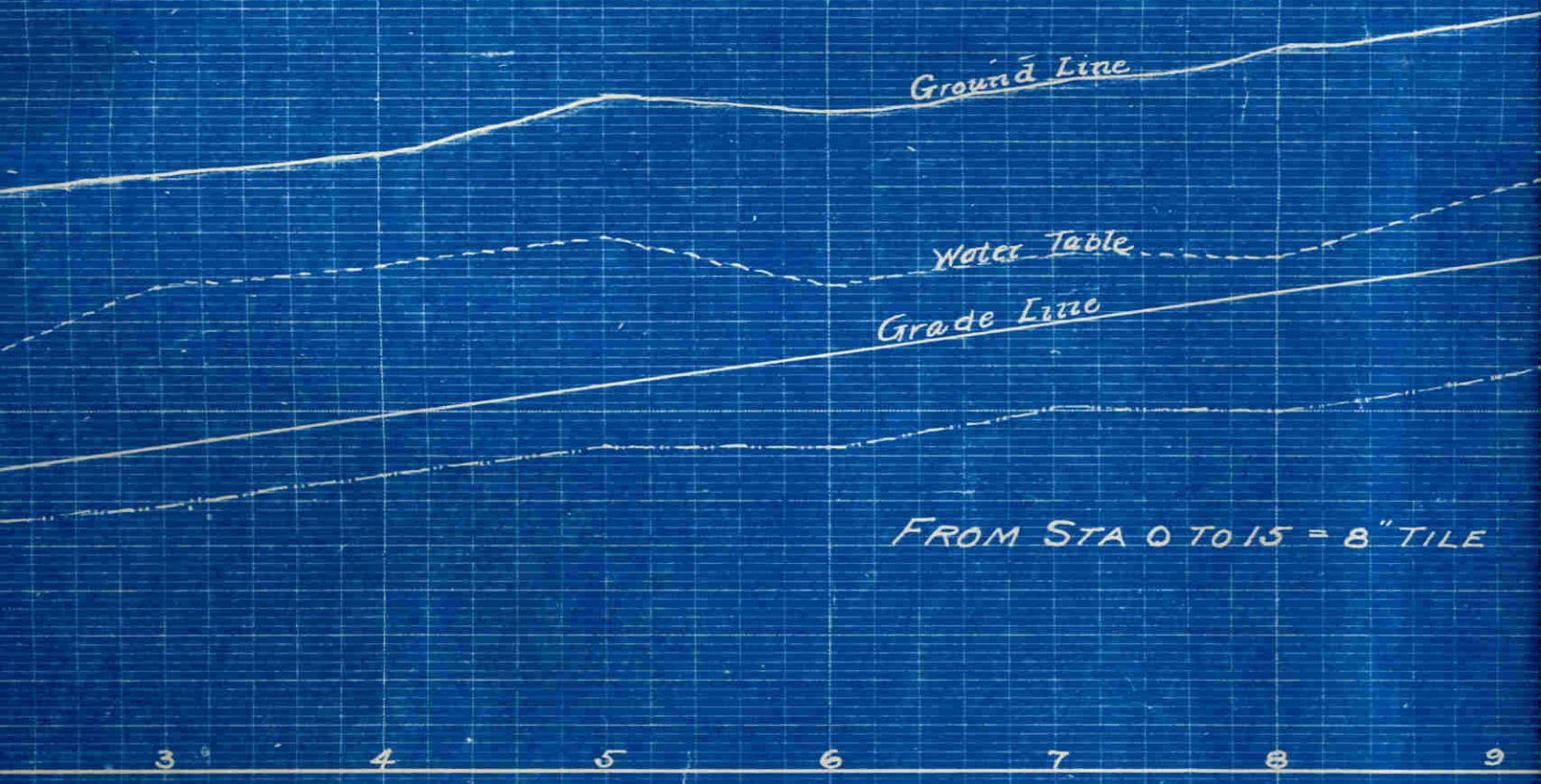
36 Acres Affected







# BRANCH LINE







# PLAT OF LOCATION OF DEAN DRAIN

