

CONTRACT  
156

T.F. Warner

Legal Description:  
NESW

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.

# AGREEMENT

## WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

T. F. Warner

Party of the Second Part.

NE SW:

Sec 25 Tp 10S R 17E

Jan 15 1920

# AGREEMENT

This Agreement, Made this 15 day of Jan 1926

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,  
party of the first part, and H. H. Warner

party of the second part, witnesseth:

Whereas, the following described land, to wit:

NE-S.W. and NW. SE - 25-10-17

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 Company Engineer, 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 Twenty (\$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 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

H. H. Warner

J. F. Warner

Contract No. 156

Made Jan. 15 1920

For N.E. & W & N.W. S.E. Sec. 25-10-17

20 1/2 acres drained.

Note - See Blue Print for location of test holes

Test Hole #	1	No mud	5'-0" from surface		
"	"	# 2	To mud	4'-0"	" "
"	"	# 3	" "	4'-6"	" "
"	"	4	" "	4'-0"	" "
"	"	5	" "	4'-8"	" "
"	"	6	No mud	5'	" "
"	"	7	to mud	2' 9"	" "
"	"	8	4'-6"	4' 6"	" "
"	"	9	" "	4' 5"	" "
"	"	10	to Shale no mud	3' 8"	" "
"	"	11	{ lower than cooler } to mud	4' 0"	" "

This land seems to be drained and crops are growing on most of it. There are spots of alkali in the South-east part of NE 1/4 SW 1/4 which I think can be washed off so that vegetation will grow.

1200 ft. of 12 inch tile and 1585 feet of 8 inch tile has been laid at a minimum depth of 6 ft.

Examined July 29 - 1920  
L. H. Perrine

T.F. Warner Drainage Contract No 156.

This contract was made January 15, 1920 for the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  and the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 25 10-17.

Work was commenced on the construction about Feb 10, 1920 and completed about Apr 20, 1920.

1200 feet of 12 inch tile was laid and 1585 feet of 8 inch tile at a minimum depth of 6 feet.

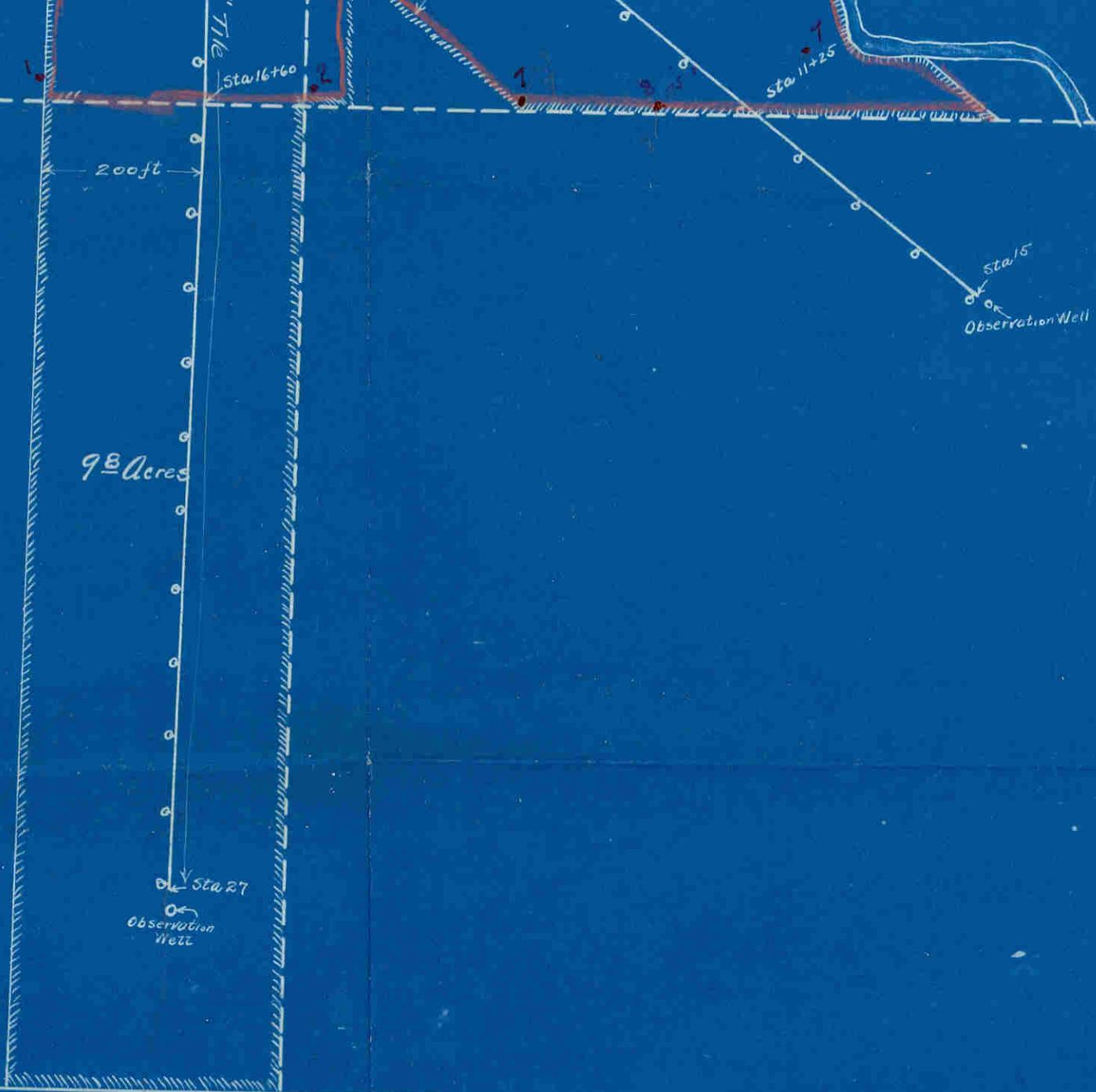
Between January 20th and Feb 5, 1920 28 wells were drilled, at an average depth of about 32 feet.

The total seeped area which is now reclaimed is 20 $\frac{1}{2}$  acres as shown by ~~tx~~ the area outlined by red pencil on the attached plat May 28, 1920.

C.A. McClalland

EDDIE DEAN  
SE  $\frac{1}{4}$  - SW  $\frac{1}{4}$  25 10-17  
CONT. #153

o Wells  
Edge of Seepage



File No. AB-4252

1 P I O S R I T E

25

T. F. WARNER

PERRINE

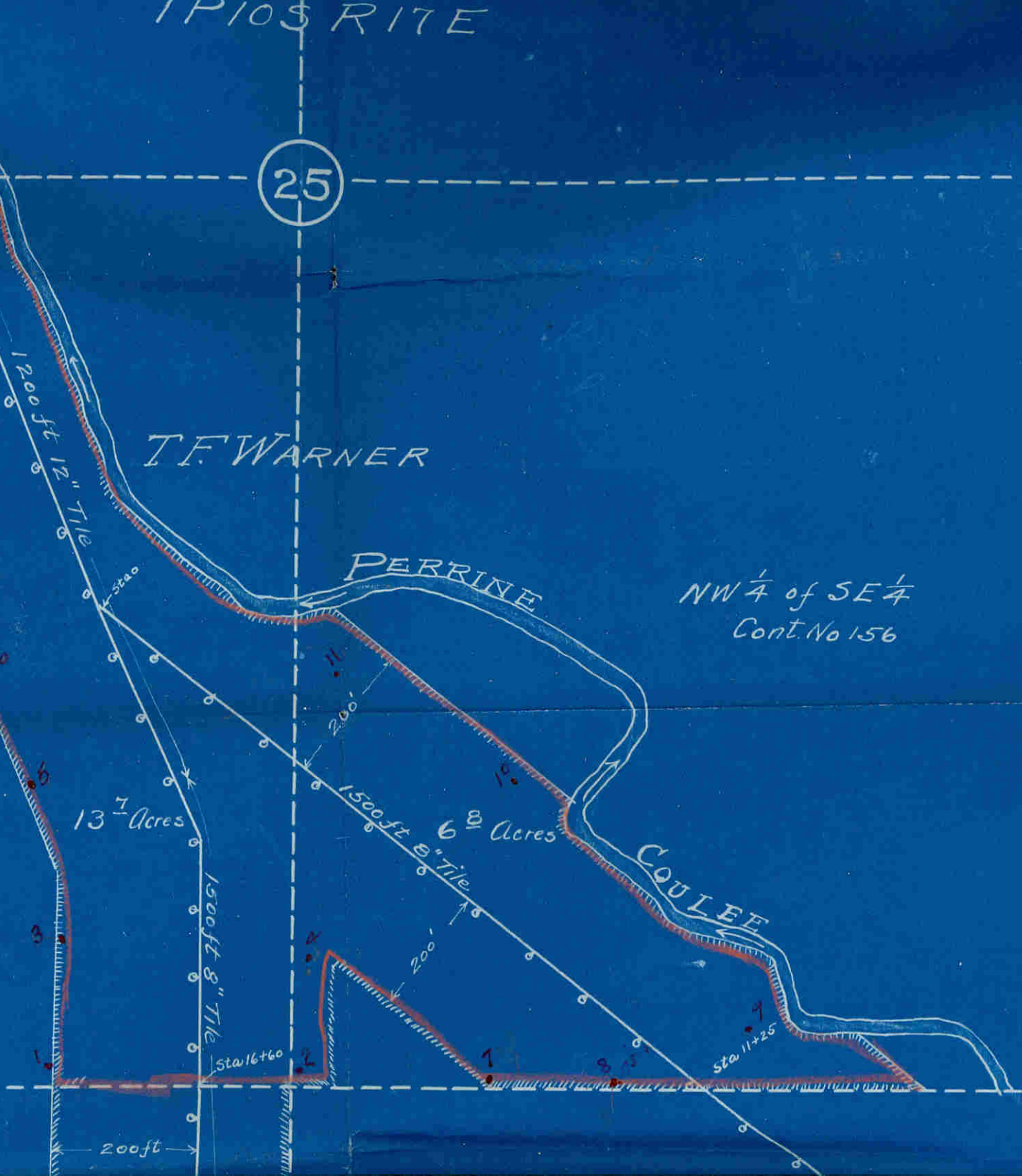
NW 1/4 of SE 1/4  
Cont. No 156

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

COULEE

13 7/8 Acres

6 8/10 Acres



Sta 2+25

200'

1200ft 12" Tile

Sta 10+00

200'

200'

1500ft 8" Tile

200'

1500ft 8" Tile

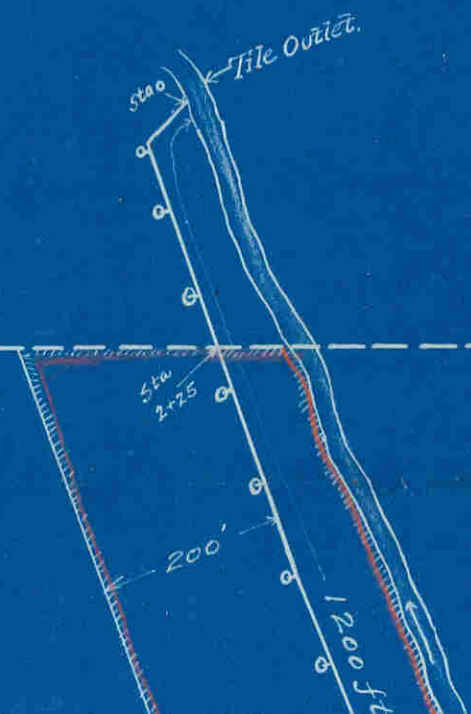
Sta 16+60

200ft

Sta 11+25

S.P. SHERMAN  
SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$

TPIOS RITE



25