



**CONTRACT
19**

**Johnston-
Smith**

Legal Description:
NWNE

Section 20
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.

Sheet 19

Drainage Canal
Johnston & Smith

NW NE:

20-10-17

$\frac{2}{15}$ -13-

See # 227 for New
work

Contract # 19.
Johnston & Smith.
NW NE 20-10-17

The data available in the Company office show that 8 wells have been drilled and the following tile laid: - 230 ft. 8" 250 ft. 12" and 1080 ft. of open drain.

This work has not been successful owing to the culvert under the Rogers Branch of the O. S. L. being too high to permit proper depth for the tile drains.

The land owners have requested the Railroad people to lower the culvert but nothing has been done to date. We have lowered the coulee just below the culvert approximately four feet.

Approximately 7 acres affected

May 22 1918

O. A. Davis

THIS AGREEMENT MADE THIS 18th day of February 1915,
by and between the Twin Falls Canal Company, an Idaho Corporation,
party of the first part, and Frank C. Smith, & Peter B. Johnston,
party of the second part, WITNESSETH:

WHEREAS, the following described lands, to-wit:----
Northwest Quarter of Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty
(20), 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. 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, 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 the 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 dispose of the 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.

Frank C. Smith

P B Johnston