

CONTRACT 25

Wm. L Hulbert

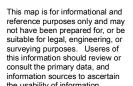
Legal Description: E1/2 SENW

Section 27 Township 10 South Range 17 East





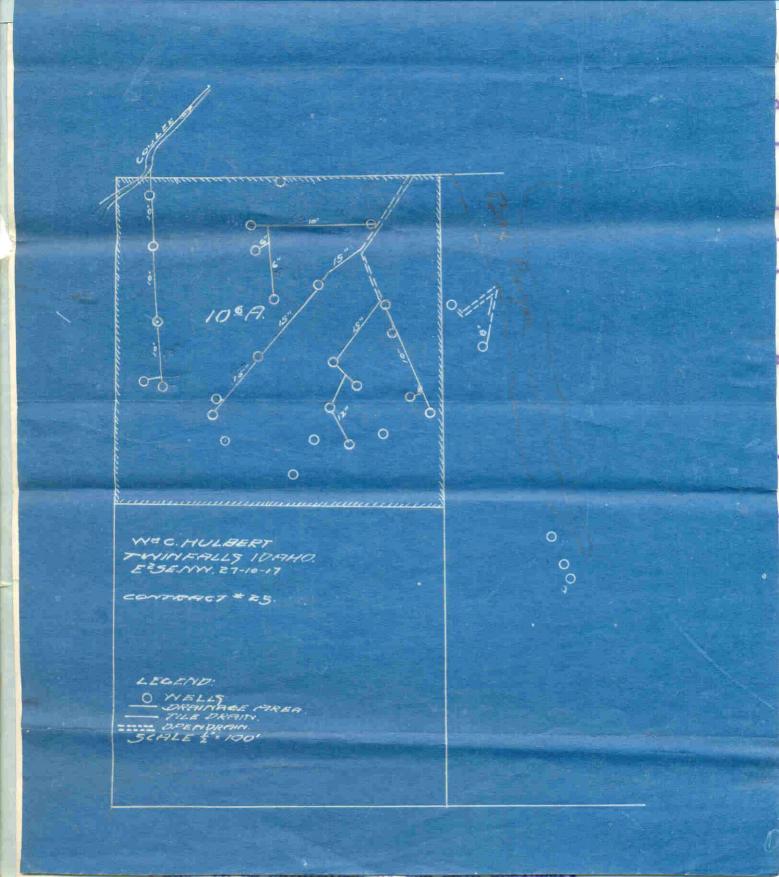




Created: 8/2016

Cournel my Heilbert 0#25 Essenw.

6 outract # 2.5. Tom. C. Hulbert. From Falls Dock. E SE, NW. 27-10-17. look on this con done about three years ago which gave immediate relief. Fast summer The seeped area spead pouth and west from where it originally was. we dielled 18 more well all of which tested strong, we tapped 14 of these wells are of which proved to be strong. Many of these tapped wells went dry during the peroid The water was out of the lateral. The grand at precent May 23 1918 looks dry and has a jurd cerp of grain growing on it. The area drained is 10° acres " may 23 1718 DATI



AGREENERS. THIS AGRENMENT Made this 10 day of May by and between the Twin Falls Canal Company, an Idaho Corporation, party of the first part, and Um 6. Hulbert party of the second part. WITHESETH: FREAD the following described land, to-wit: In East half of the SE yfelo NW + of Se 27 in Twin Falls County, Idaho, are at present being injured by seepage; and, WHERMAS, 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 wells in draining said seeped land; NOW THEREFORE, in consideration of the premises, it is here-

by 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 decignated by said engineer, that 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 reimburge the first party to the extent of Fifteen Dollars (\$15.) 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 comission 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 dumest.

(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 essenant and right of way for disches or unterways, necessary to carry said mater to the place or places desired by first party in order to utilize or dispose of same.

to executed by the hand of its Secretary; and the second party has set it hand on the day and year first above written.

m wo Jaylor socretary.

Cournelmy L. Heilbert Drawinge 0#25 Es 18 nw

THIS AGREEMENT Made this 10 day of May
by and between the Twin Falls Canal Company, an Idaho Corporation, party of the first part, and Wor G. Hulbert
party of the second part, WITNESSETH:
The East half of the DE 4 felo NW 4 of Se 27
in Twin Falls County, Idaho, are at present being injured by
seepage; and, WHRRMAS, 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 wells in draining said seeped land;
NOW THEREFORE, in consideration of the premises, it is here-

- (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, that 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 Fifteen Dollars (\$15.) per nere for any and all lands drained, the number of acres, if any, to be determined by the said engineer.
- (5) 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 omeission 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 essement and right of way for ditches or materways, necessary to carry said water to the place or places desired by first party in order to utilise or dispose of same.

IN WICHESS SHERROF, the first party has caused the same to be executed by the hand of its Scoretary; and the second party has not in hand on the day and year first above written.

m w.o Jaylor socrotary.

Contract # 25. Com C. Hulbert. From Falls Dotoks. E SE, MW. 27-10-17. look on this was done about three years ago which gave immediate relief. Fast summer The seeped area spead porth and west from where it originally was. lue dulled 18 more well all of which tested strong, we tapped 144 there wells all of which proved to be strong. Many of these tapped wells went dry during the peroid The water was out of the lateral. The ground at present May 23 1918 looks dry and has a just cerp of grain growing on it. The area drained is 100 acres " may 23 1718 ann

