

CONTRACT
40

David Smith

Legal Description:
NW1/4NE1/4

Section 22
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.

Created: 8/2016

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,
Party of the First Part.

David Smith

Party of the Second Part.

MW-718

Sec. *22* Tp. *10* R. *17*

1/6 - 15 191

AGREEMENT

This Agreement, Made this 6th day of November 1915
and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
of the first part, and David Smith

of the second part, witnesseth:

Whereas, the following described land, to-wit: Park of the ~~NE 4~~ NW 4
of the NE 1/4 of Sec 20 Tp 10 SR 17 E 3m

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 W. E. Sloan, a drainage engineer, for the pur-
pose 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 en-
gineer 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
Eighteen dollars (\$ 18⁰⁰) 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 ac-
knowledge 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 rea-
son 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. O. Taylor Secretary

David Smith

Contract # 40

David Smith.

Fossil Falls Idaho.

NO NE 22-10-17

See plat for work done.

See remarks attached to contract #33.

This land is adjoining and conditions
the same.

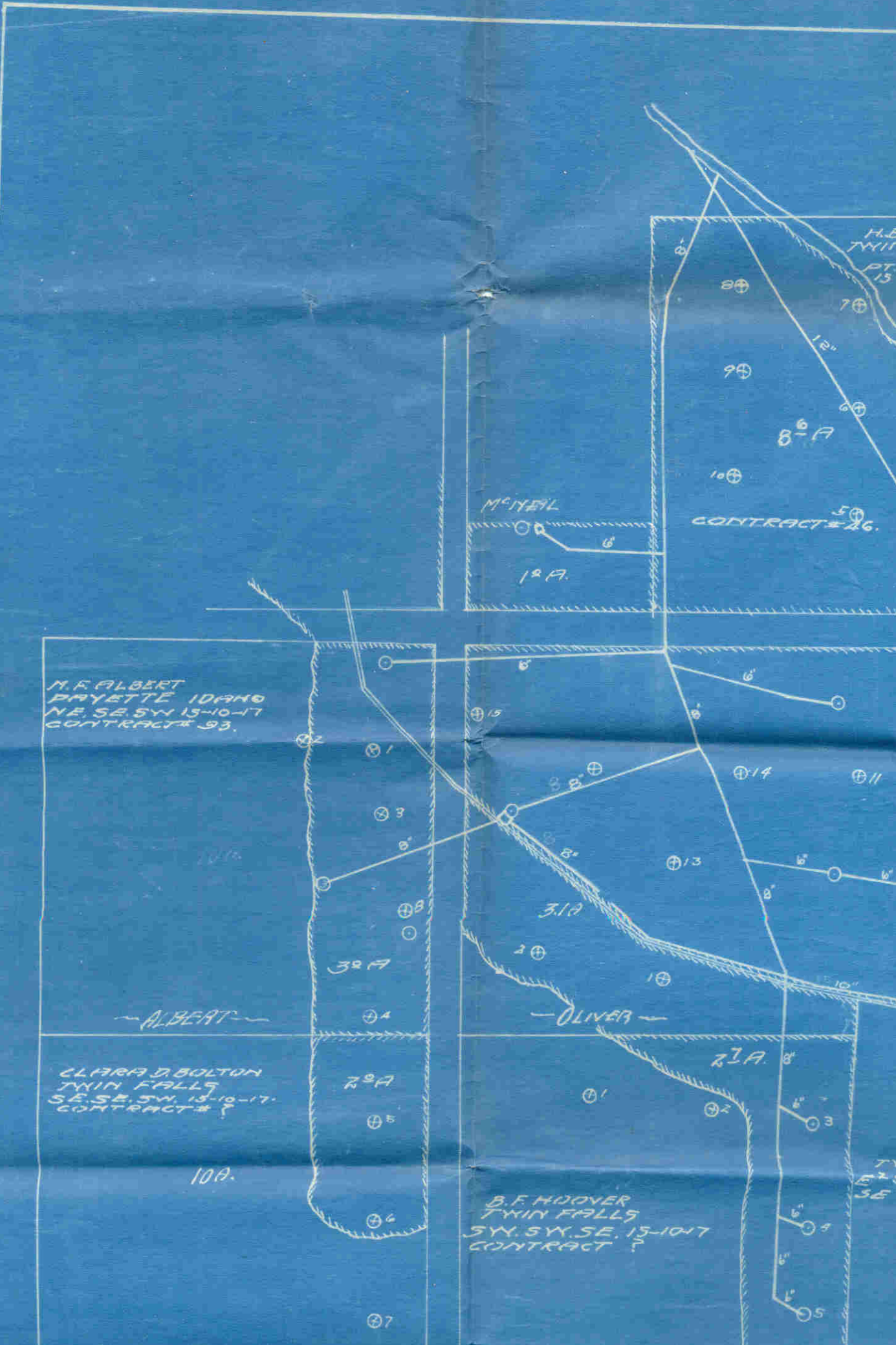
May 27 1918 O. Davis

3 wells drilled.

7 1/2 ft.

6"
1340 ft.

8"
1070 ft.



M.F. ALBERT
PRYETTE IDAHO
NE. SE. SW. 15-10-17
CONTRACT # 93.

CLARA D. BOLTON
TWIN FALLS
SE. SE. SW. 15-10-17.
CONTRACT # 7

M'NEIL
12 A.

H.B. TWIN
PT. 15-
17
CONTRACT # 26.

B.F. HOOVER
TWIN FALLS
SW. SW. SE. 15-10-17
CONTRACT # 7

OLIVER

ALBERT

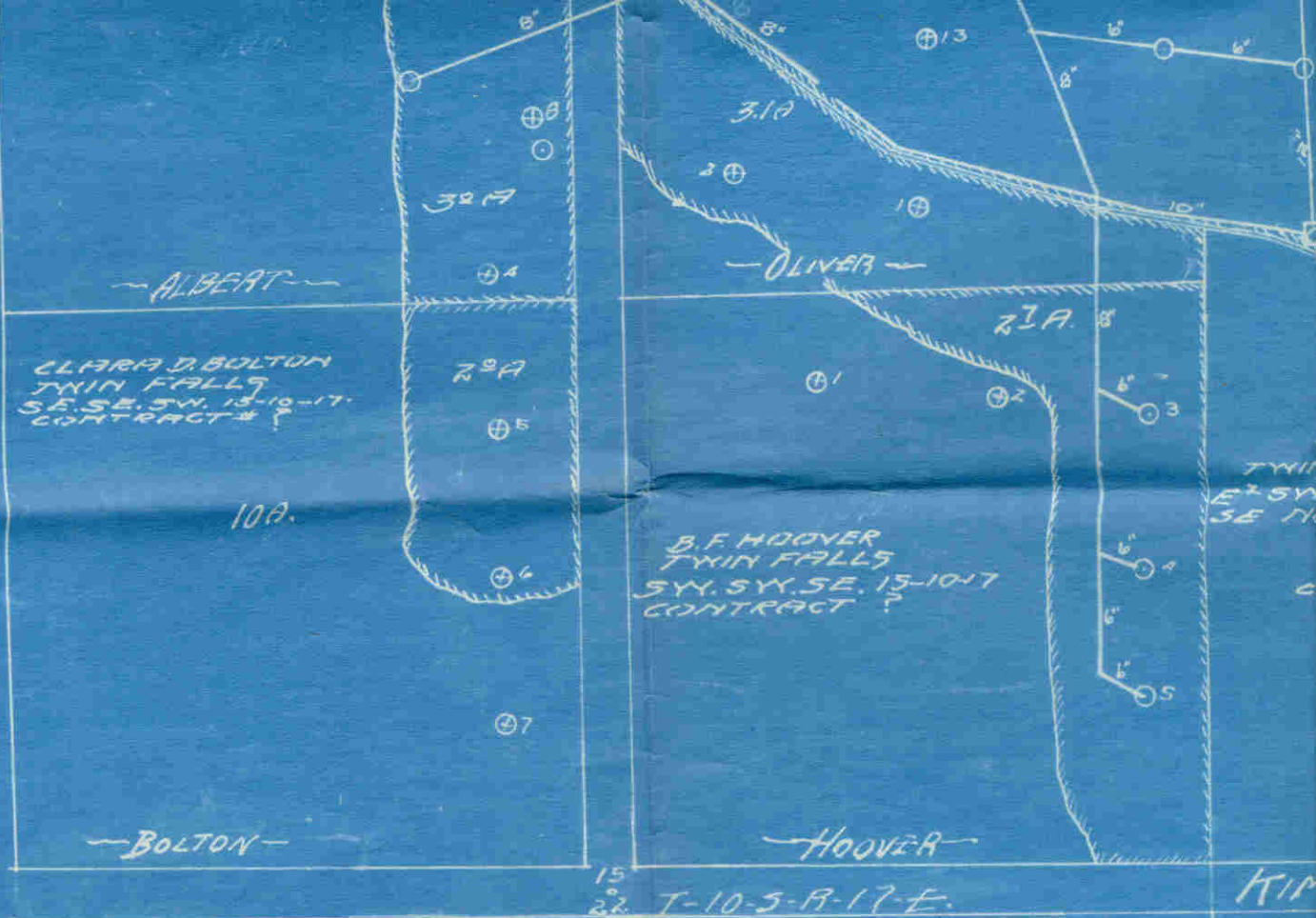
100.

30 A

21 A

20 A

21 A



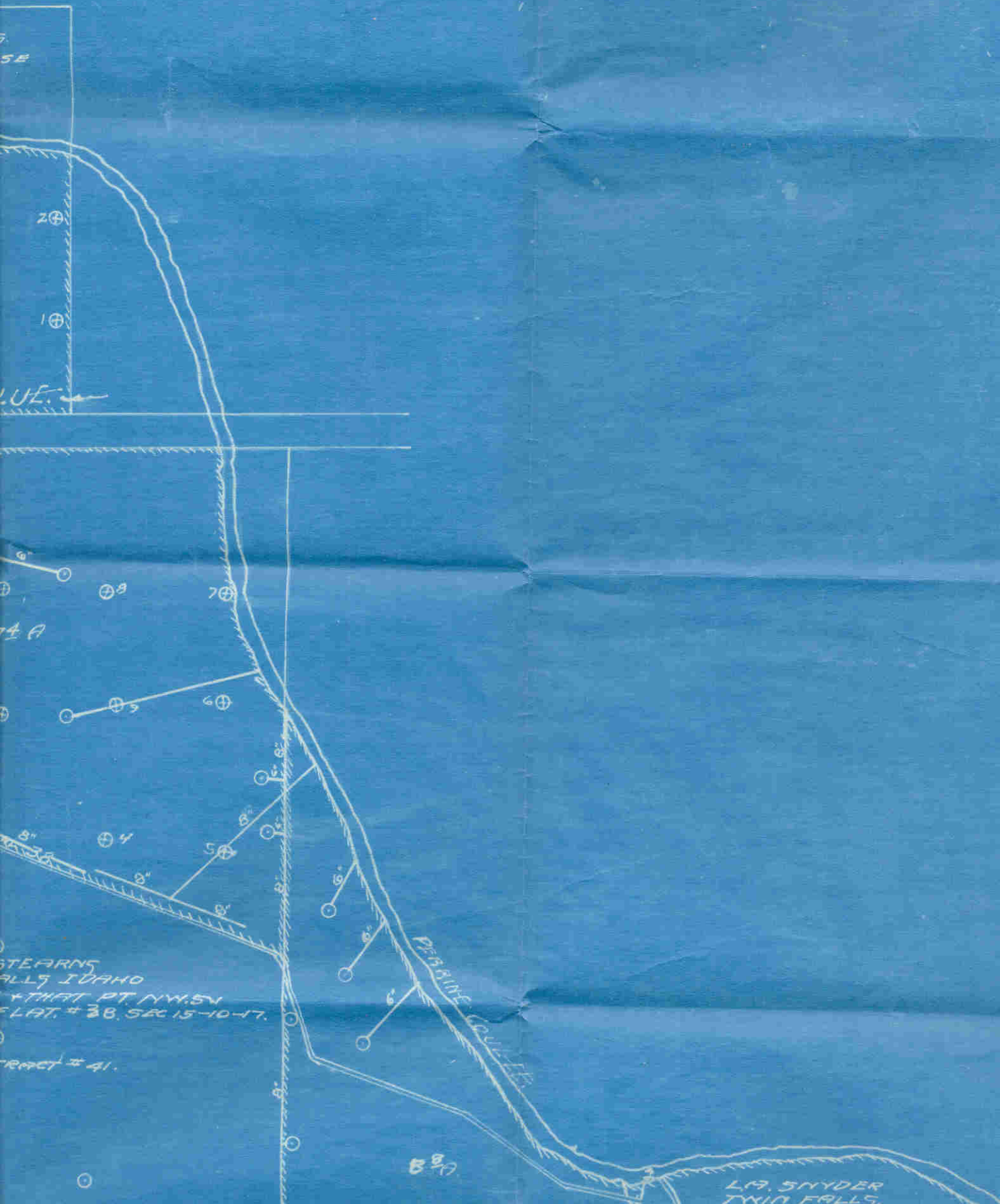
LAND DRAINAGE

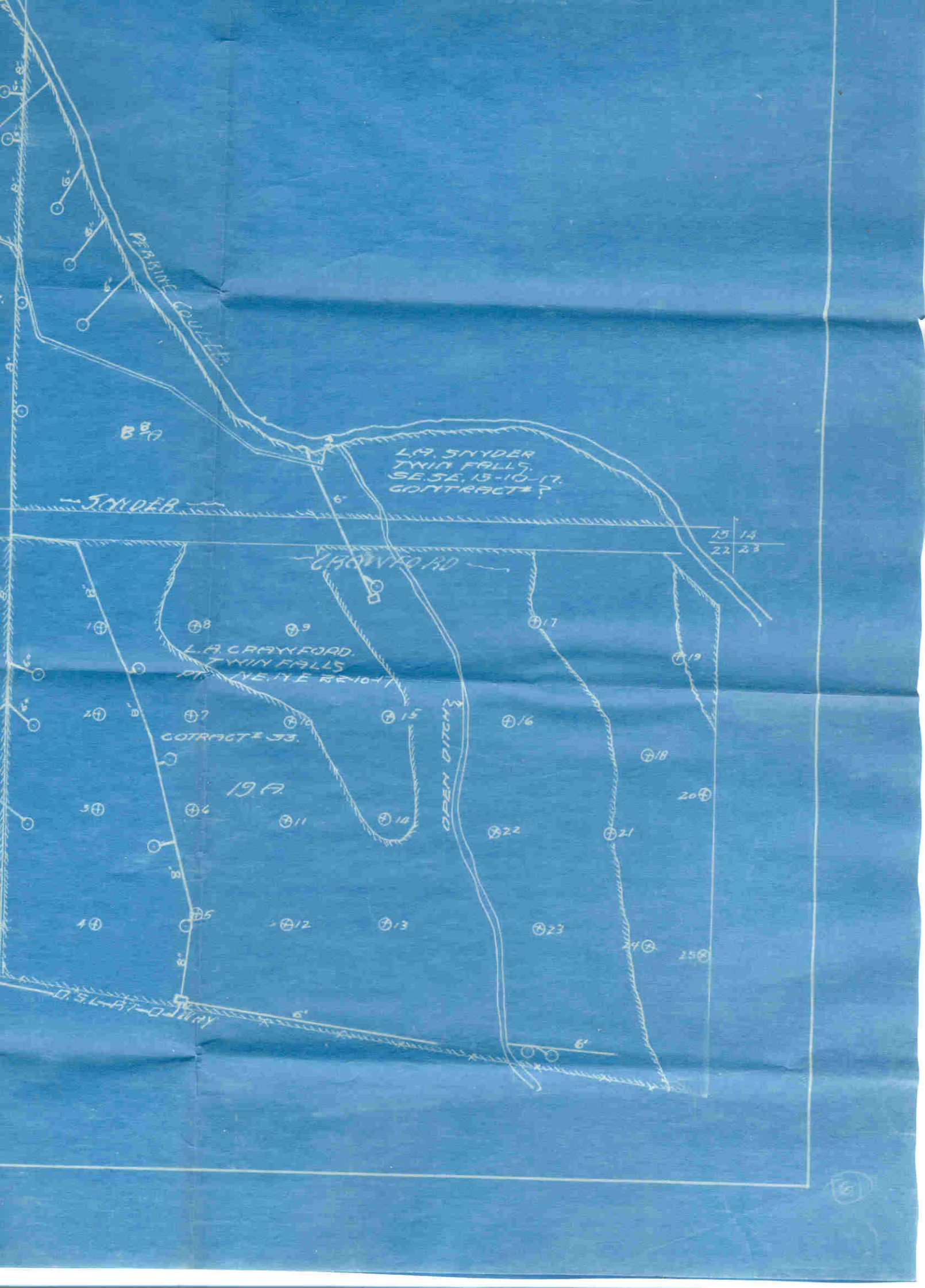
TWIN FALLS CANAL COMPANY

SEASON

1915 and 1916

- WELLS.
 - ⊕ TEST PITS.
 - DRAINS.
 - CELLARS.
- Scale - 1" = 200'





RESERVE COURTESY

L.A. SNYDER
TWIN FALLS,
SE. 5E. 13-10-17.
CONTRACT # ?

SNYDER

CRAWFORD

L.A. CRAWFORD,
TWIN FALLS,
PT. NE. 1/4 E 22-10-17

CONTRACT # 33.

OPEN DITCH

19A

| | |
|----|----|
| 13 | 14 |
| 22 | 23 |



DEL-AT-0-WAY

6