

CONTRACT 9

B. A. VanMeter

Legal Description: SWSW

Section 27 Township 10 South Range 17 East









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. Useres of this information should review or consult the primary data, and information sources to ascertain the usability of information.

Contract B.a. Van Meter Aux Downage SW 2200-17 27-10-17 7/8-14 Mis antract is Obserl Gab 11-1920. this land a new contract

THIS AGREEMENT made this 18 day of August, 1916 by and between the TwinFalls Canal Company, an Idah Corporation, party of the first part and B.A. Vau Meter and Luc Van Meter, his wife, parties of the second part, WITNESSETH:

WHEREAS the following described lands, to-wit

DWDW-22-10-17 MWWW-27-10-17 EBW 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. Slowe, 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, and under the direction of the said Engineer, bore one or more wells on or near said lands, the number, size, depth, character and location to be disignated by said Engineer, and 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 parties agree to reimburse the first party to the extent of \$15.00 per acre for any and all land 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 emission 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 parties to decrease

(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 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 same.

And, whereas, there is now pending between said parties a settlement on account of a system of drainage heretofore constructed by second party it is understood that the execution of this contract in no wise effects such settlement, or the rights or obligation of either party, outside of the particular matters stated in this contract.

IN WITNESS WHEREOF, the first party has caused the same to be executed by the hand of its secretary and the second parties have set their hands on the day and year first above written.

Typin Falls and Ca by Wo, Jaylor Seery Ballon Meter Lu Van meter

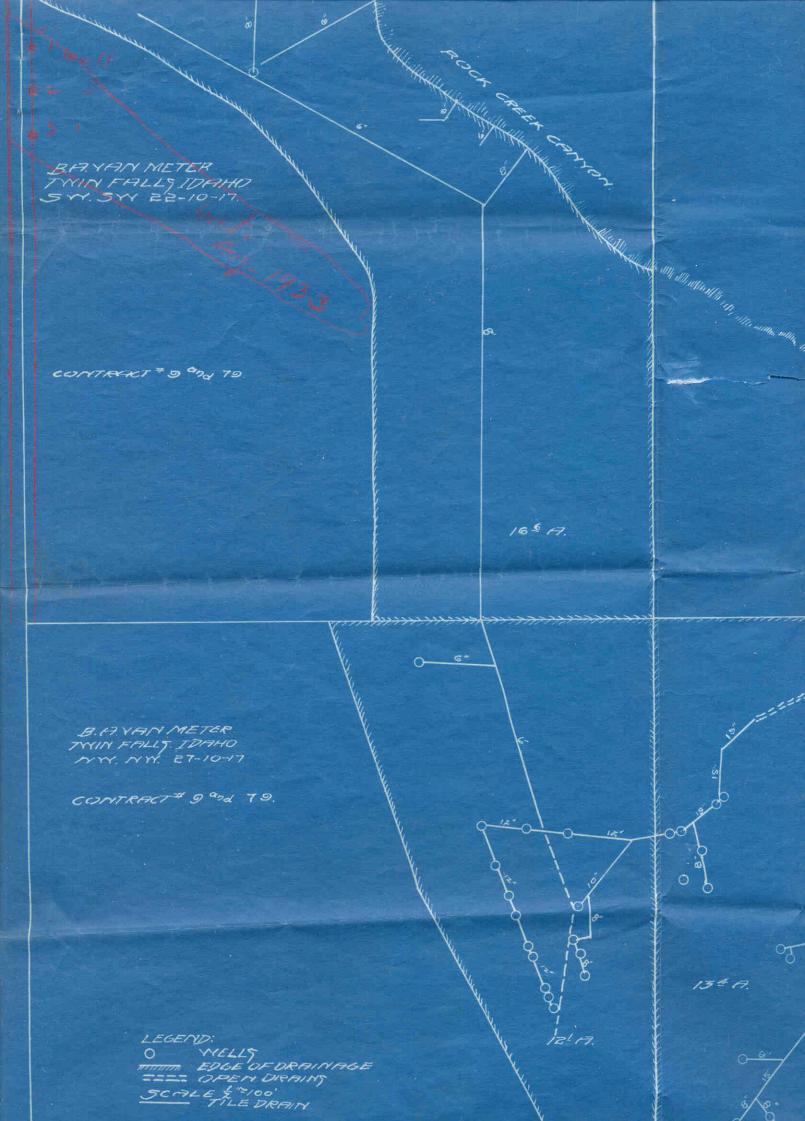
Van Meter's Drain - Contract #9 & 79 SW SW: 22-10-17

Seepage broke out along the road and through the center of the NW NW: 22-10-17 (see sketch in red) on the golf course. Three wells were drilled along the road as shown on the print in red. This dried the surface immediately and greatly improved the land east and south, though this was not to be the permanent improvement work to cure this situation.

The extension of the Segrist tunnel into the north side of the SE SE: 21-10-17 was decided to be necessary to properly drain this territory. This extension was agreed upon in September by the Canal Board.

L. H. Perrine, Engineer Twin Falls Canal Company

Contracts # 9 % d 79 Ba. Van Miles. SW JW 22-10-17 new new 27-10-17 The data available plays 17 weeks drilled and approximately The Tile is as follows. 6" 8" 10" 12" 1800ft. 1350ft 850ft. 814ft. all of this work except The transferan piece in the drawings strip of the new my 27-10-17 was bone two or There years ago under superviseni of the U. S. Engineers During the punner of 1917 a considerable account of walls broke out on The area indicated and made the ground is wet That it was supposed to cut the grain which had grown on it. loe moved a well drell on to the land, drilled 12 more wello which were taped. The water table sumediately lowered allowing the grown to be horverted. At present May 20 1918 This soction is dry about 300 ft 4.5. Knowever There are some evet spots which will littly require more dook to salefactorily 28 I acres have been affected by the work already done. The west area mentioned above is vicluded.



Meditalisatis WE E JOHN TON THIN FALLS IDAHO NE.NY. 27-10-17. CONTRACT#86.