

# CONTRACT 38

John Claar

Legal Description:  
NESW

Section 7  
Township 10 South  
Range 17 East

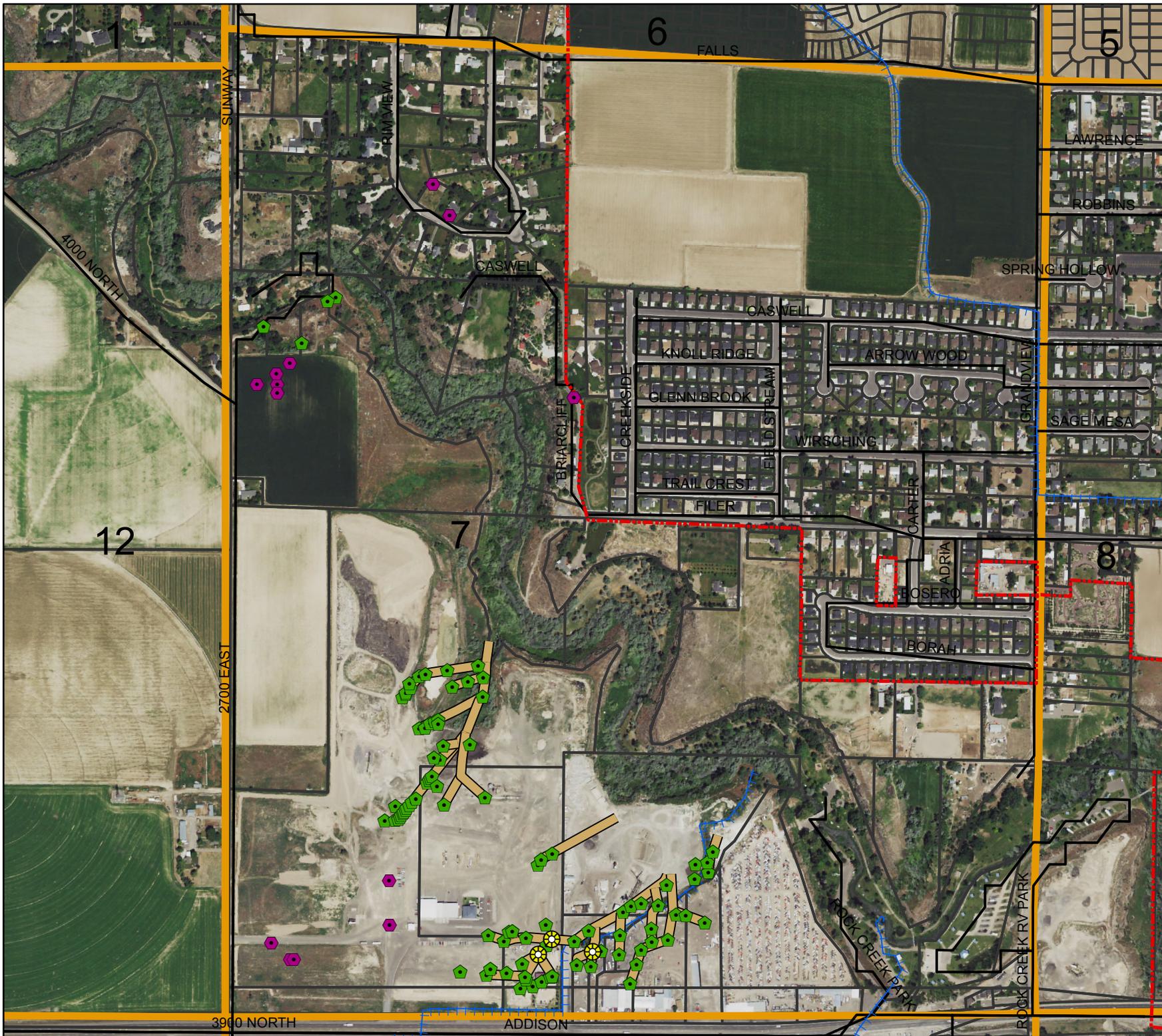
**Legend**

- Man Holes
- Observation Wells
- Tunnel Portals
- Vertical Shafts
- Wells
- Drains
- Tunnels
- City Limits
- Canals
- Roads
- Section Line
- Parcels



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Created: 8/2016



38

# AGREEMENT

## WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

*John N. Claar*

Party of the Second Part.

Sec. 7 Tp. 10 R. 17  
1/4 1915

*NE 1/4*

*See H. Lamareaux*

*# 120*

Contract #38 - also #120

John W. Claar

H.G. Samoreaux et. ux.

Green Falls Idaho

N.E. Sec 7-10-17

The data available shows that ten  
wells have been drilled and

664 ft. 6" , 230ft 8" and 400ft of 10"  
tile laid on this land -

This work has not been successful  
due to two causes:

- ① Not extensive enough - needs more  
wells.
- ② Present tile lines too small and  
too close to the surface -

May 27, 1918.

W. Davis.

# AGREEMENT

This Agreement, Made this 8<sup>th</sup> day of October 1915  
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,  
party of the first part, and John N. Blair et al

party of the second part, witnesseth:

Whereas, the following described land, to-wit:

The NE 1/4 of the SW 1/4 of Sec 7 - Tp 10 S.  
R. 17 E B M.

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 Ed. 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 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 Fifteen dollars (\$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 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 their hand the day and year first above written.

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 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 Fifteen dollars (\$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 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 their hand the day and year first above written.

IT IS UNDERSTOOD AND AGREED that neither of the second parties hereto shall become or be personally liable for any sum due or to become due to first party under the terms of this contract; but, the said sum shall and does constitute a lien upon said real property with like force and extent as if the same were a real estate mortgage; and, in the event the said sum shall not be paid upon demand the said lien may be foreclosed as if the same were a real estate mortgage; but, no deficiency judgement shall be rendered therein.

IT IS FURTHER AGREED that said lien shall be and the same is hereby declared to be prior to any lien, mortgage, claim or demand, or any right, title or interest of the second parties, or either of them, either now existing or hereafter acquired.

*J. M. Cloar*  
*Etta S. Cloar.*

*To be signed by*  
*Smith & wife*  
*Geo. W. Cloar & wife*  
*Brothers*  
*Dr. Bonville & wife,*  
*Iron Falls Canal Co.*