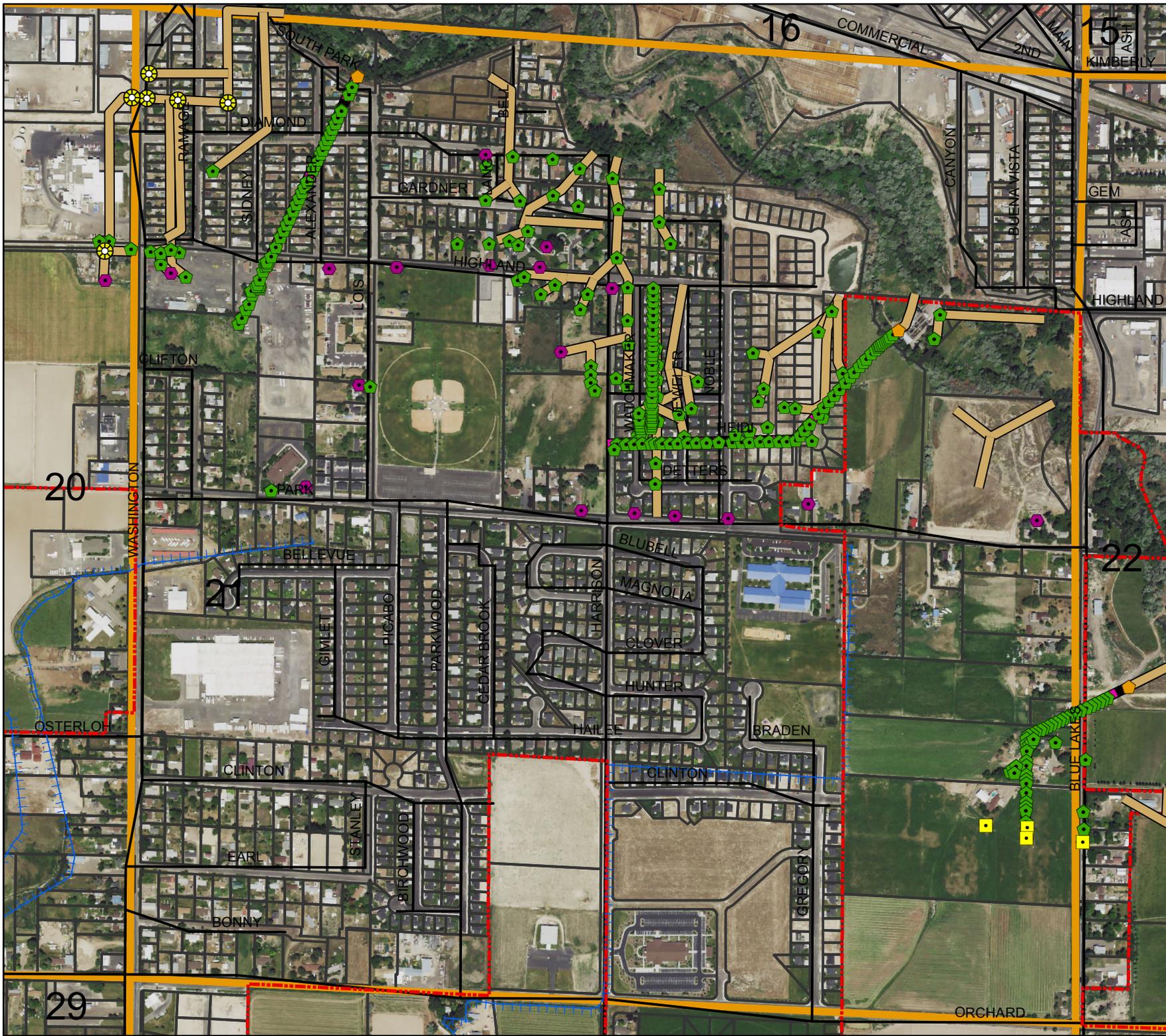


CONTRACT 10

S.S. All

Legal Description:
SW1/4SE1/4

Section 21
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.

S. S. Allen

10

Drainage
SW NE;

21-10-17

9/23-14

See # 232 for
New Work

Notice: A deed for right away was given to the State Game Department by the Nobles and Weatherlys as shown on the map in the office, of the Twin Falls Canal Co.

KNOW ALL MEN BY THESE PRESENTS: That we, Wm. W. Noble and Esther M. Noble, his wife, and Fred Wetherly and Esther Wetherly, his wife, all of Twin Falls, Twin Falls County, State of Idaho, and owners respectively of the lands situated in Twin Falls County, State of Idaho and described as West half of the Northeast Quarter and the southwest Quarter of the Southeast Quarter of the Northeast Quarter, all in Section Twenty One (21) Township Ten (10) South, Range Seventeen (17) E.B.M., and upon which lands construction work is about to be commenced by the Twin Falls Canal Company, a Corporation, in the enlarging and driving of a tunnel under, through and across the same in cooperation with the Works Progress Administration;

NOW THEREFORE, we, the undersigned owners of said lands, in consideration of the benefits by us to be derived from the construction and enlargement of said tunnel, in the reduction of seepage thereon and in draining said lands, do hereby release and forever discharge the said Works Progress Administration, from any and all damages, claims or demands, in law or in equity, which may or might arise by reason or effect of such construction work.

IN WITNESS WHEREOF, We have hereunto set our hands this 22nd day of December, 1937.

Wm. W. Noble

Esther M. Noble

Esther Weatherly

Fred Weatherly

State of Idaho, County of Twin Falls, ss.

On this 22 day of December, 1937, before me the undersigned personally appeared Wm. W. Noble and Esther Noble, his wife, and Fred Weatherly and Esther Weatherly, his wife, known to me to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

L. H. Perrine

Notary Public

ROCK CREEK

MAXWELL
NW. NE 21-10-17.

S.S. FALL
SW. NE 21-10-17.

20.56 ACRES.

Fish Hatchery Tunnel

 TILE UNDER
 OPEN DRAINS
 EDGE SEEPAGE



Contract #10

S. S. All.

Sw No 21-10-17.

see # 232

Data in the Company office shows that 21 wells have been drilled on this land and the following tile laid:-

6"	8"	10"	12"	15"	Open Drain
1870ft	190ft	280ft.	580ft.	290ft	1728ft.

During the summer of 1917 some wet spots showed up toward the east side of the 40. Investigations showed that a tile had crushed closing the water way and permitting it to raise up into the land. After a good tile was placed in the line the wet spots dried.

Wet spots also developed along the west and north side. The 12" tile, about 450 linear feet of it was found to be too near the surface to effectively drain the adjacent land. This was lowered but since this work was done during the low water period, we do not know whether the work is sufficient or no.

The data show 20⁵⁶ acres drained and 308⁴⁰ paid

Ed. Harris

Contract to be
to Mr. S. S. All.
Sept. 19-23
jsw

May 21-1918

A G R E E M E N T .

THIS AGREEMENT made this 23 day of Sept, 1914
by and between the Twin Falls Canal Company, an Idaho Corporation,
party of the first part, and S.S.All, party of the second part,
WITNESSETH:

WHEREAS the following described lands, to-wit:
Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section
Twenty-one (21) Township Ten South (10S.) Range Seventeen (17) E.B.M.
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.
Sloane, 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 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 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 in-
stance 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 re-
ferred 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.

See New Contract 232
also File 17 #1 for Estimates on
Hatchery Tunnel

(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 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
L. L. All

Secretary.