

CONTRACT
92

Johnston-
Smith

Legal Description:
NENE

Section 20
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

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

Johnston & Smith

Party of the Second Part.

NENE

Sec. 20 Tp. 10 R. 17 E.

Jan 6 1917

AGREEMENT

This Agreement, Made this 4 day of January 1917
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and Peter Johnston & F. C. Smith

party of the second part, witnesseth:

Whereas, the following described land, to-wit: NE¹/₄ of the NE¹/₄ of
Sec. 20, 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 -----, 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
Fifteen----- dollars (\$ 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 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

P. B. Johnston & F. C. Smith

Johnson & Smith

Cont. # 92

NE. NE. 20-10-17

2 wells drilled
1410 ft. 15" tile drain

The land has a good crop of alfalfa seed. The water had been off for six weeks and the soil was very dry.

The land seems to be very well drained. The test holes show the following results:

Test hole No. 1 - 5 ft to shale from surface - dry

" " No. 2 - 4' 6" " " " " no mud

" " No. 3 - 4' 6" " " " " dry

" " No. 4 - 4' 6" " " " " dry

Manhole No. 5 - 4' to water running in tile.

Test hole No. 6 - 4' to shale very dry.

See blue print attached.

August 5, 1920

L. H. Perrine

Contract # 92

Peter Johnston & F. G. Smith

W.E. WE 20-10-17

Data available shows that four wells were drilled and 650 feet of 15" tile laid.

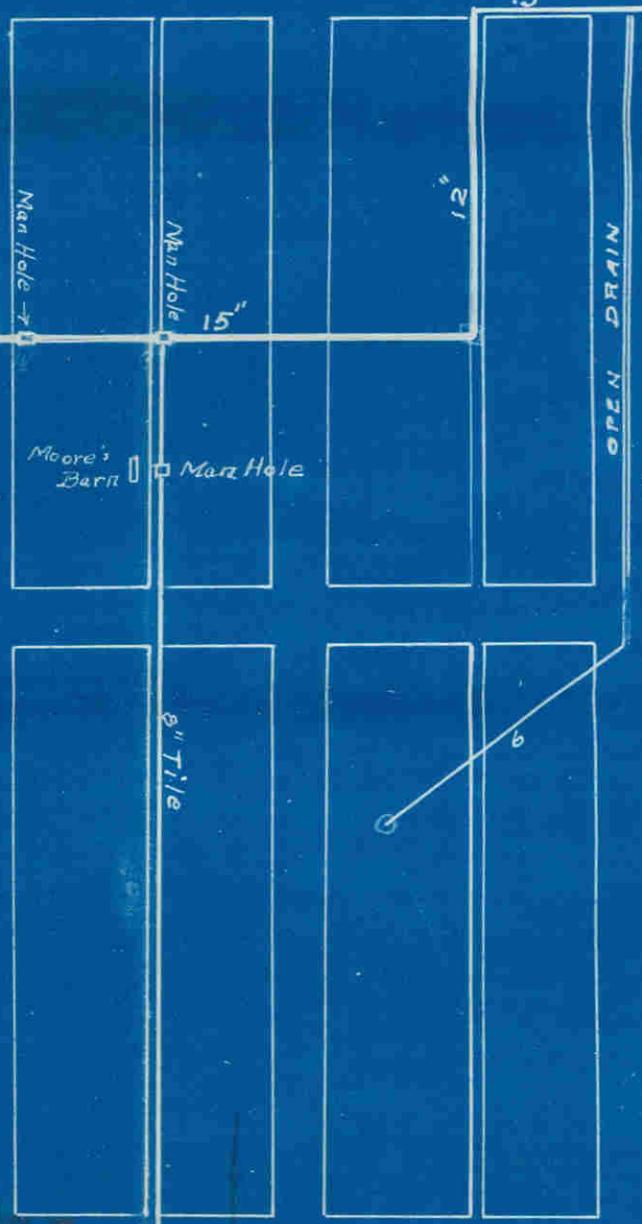
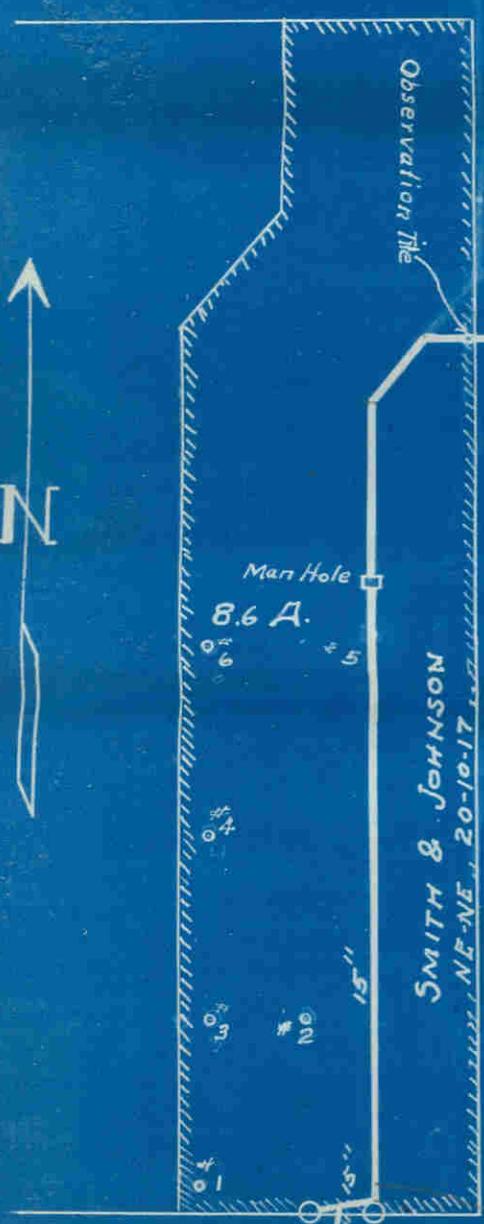
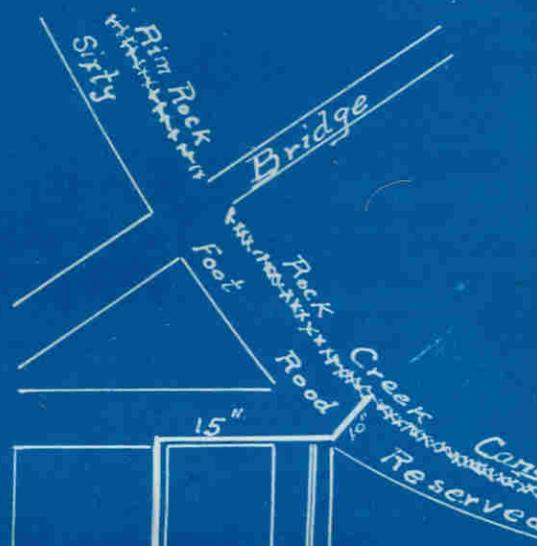
At present the outlet of this 15" line is in an open ditch. It will be necessary to extend this 15" line to a man hole about 500 feet north east in South Park addition.

The area affected is about 3⁰ ACUs.
Shows wet in places

June 26-1918

O. Davis

See Page 6 Symon's report for details.



○ Wells □
○ Test Holes