



CONTRACT
No. 102

Johannes
Hummel

Legal Description:
SE1/4NE1/4

Section 36
Township 9 South
Range 15 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.

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

Johannes Hummel

Party of the Second Part.

SE 718!

Sec. *36* Tp. *9* R. *15*

191

*Nothing done
since 1914.*

AGREEMENT

This Agreement, Made this 1st day of Nov. 1916

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and Johannes Hummel x Libbie
Hummel of Tiler Id.
party of the second part, witnesseth:

Whereas, the following described land, to-wit:

The SE⁴ of the NE¹ Sec 36, Tp 9 S, R 15 E.

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 (\$ 15⁰⁰) 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 their hand the day and year
first above written.

TWIN FALLS CANAL COMPANY,

By _____ Secretary

Johannus Hummel + Libbie Hummel
Contract # 102 for SE $\frac{1}{4}$ & NE $\frac{1}{4}$ Sec 36 9-15

No work has been done on this contract. The land is now in the name of J. R. Morgan of Twin Falls, whose brother is now running the place. He says that there is no evidence of seepage on the place and in going over the ground I find no signs of any. In the N.W. corner of the 40 8 acres of grain is burned up but all the rest of the crops are good. 19 acres of alfalfa will yield more than an average crop. and about 6 acres of wheat on the east side will yield well. The rest of the land is in pasture.

Morgan at the present time will not ask for any work to be done on this contract.

Aug 5 1920.

Ch McEllan