

**CONTRACT  
No. 51**

**B. F.  
McPherson**

Legal Description:  
SW1/4NE1/4

Section 35  
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.

*B. J. McPherson*

Party of the Second Part.

Sec. *35* Tp. *9* R. *15*

*Jan 24* 191*6*

*SW 7 E.*

# AGREEMENT

This Agreement, Made this 34 day of Jan 1916  
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,  
party of the first part, and B. J. McPherson  
Party of second part.  
party of the second part, witnesseth:

Whereas, the following described land, to-wit: 1 or 1/4 of  
the N E 1/4 Sec. 35 - Twp. 9 R 15

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 W. S. Sloan, 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<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 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  
B. J. McPherson

Contract # 51  
B. F. McPherson.  
Paul Doko.

SW. NE. 35-9-15.

Just at harvest time 1916 the water came up on this subdivision, which then had an immense crop of grain on it, to such an extent that one would mire into the ground to his knees. A well machine was moved in and 16 wells drilled. As soon as the trenches were lowered enough to permit the water to drain from the surface the ground became firm enough to permit the harvesting of the wheat.

About 220 inches of water was developed when the wells were tapped to a depth of about 6 ft.

The response was immediate and every indication is that it will be permanent.

File

<u>6"</u>	<u>8"</u>	<u>10"</u>	<u>12"</u>	<u>24"</u>
460ft.	650ft.	120ft.	250ft.	570ft.

Area affected 13<sup>2</sup> Acres.

May 28, 1918.

Olden

(Contract #51)

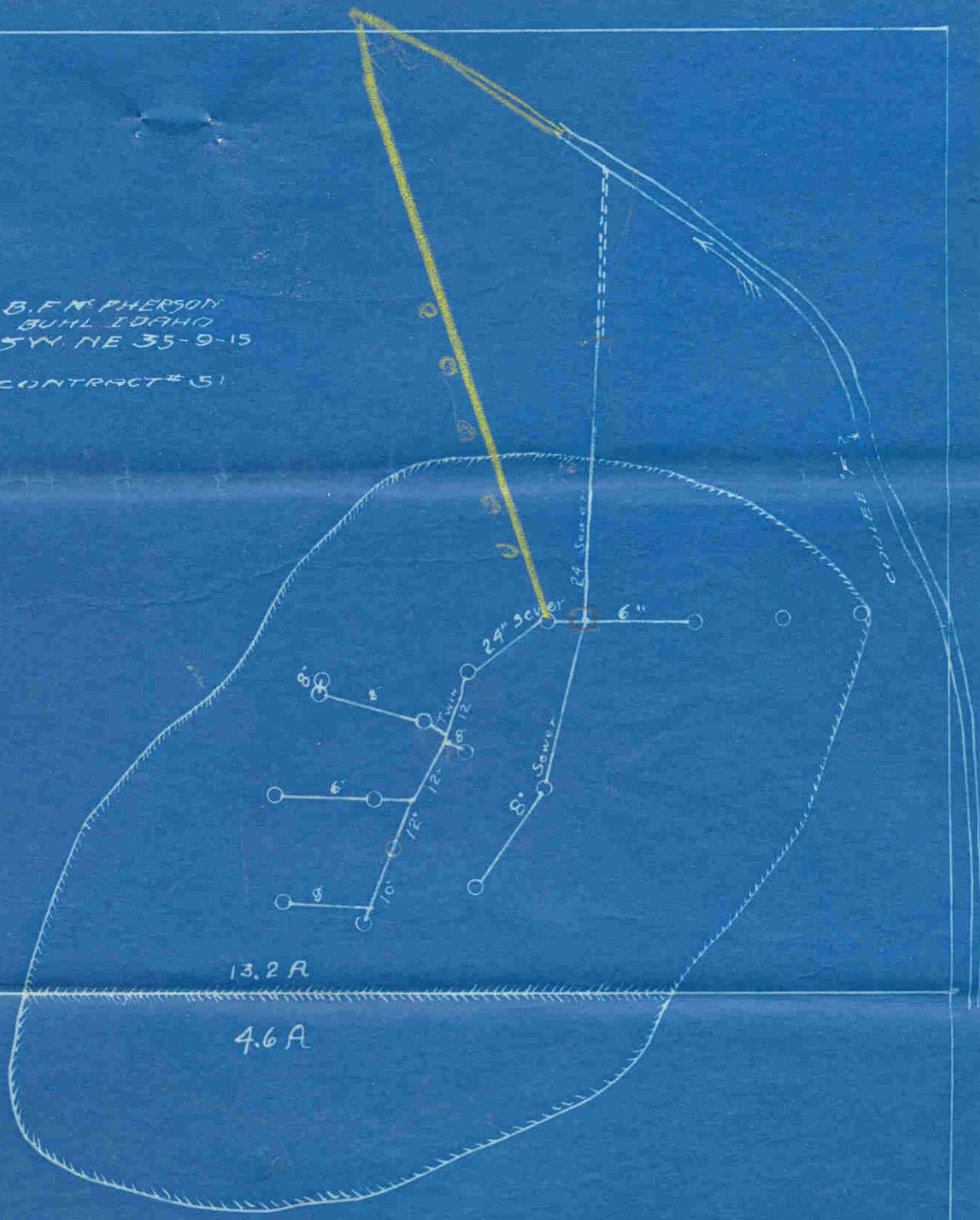
May 31, 1918.

We have agreed with Mr. McPherson to watch the discharge from this system carefully during this season and if we are satisfied that a 15" tile will have sufficient capacity we will lay it in the open trench between the lower end of the 24" tile and the coulee.

The flow last year, during high water was not but about one half the amount discharged when the work was done so a 15" tile will be of sufficient size to handle the water unless we should find that the well discharges more water than last year.

W. H. Davis

B.F. McPHERSON  
 BUHL IDAHO  
 5Y. NE 35-9-15  
 CONTRACT # 51



13.2 A  
 4.6 A

W.F. STADLEY  
 BUHL IDAHO  
 NW 5E. 35-9-15  
 CONTRACT # 55

LEGEND:  
 ○ WELLS  
 — TILE DRAINING  
 ▨▨▨▨ EDGE DRAINAGE