

CONTRACT  
No. 56

F. J. Smith

Legal Description:  
NE1/4NE1/4

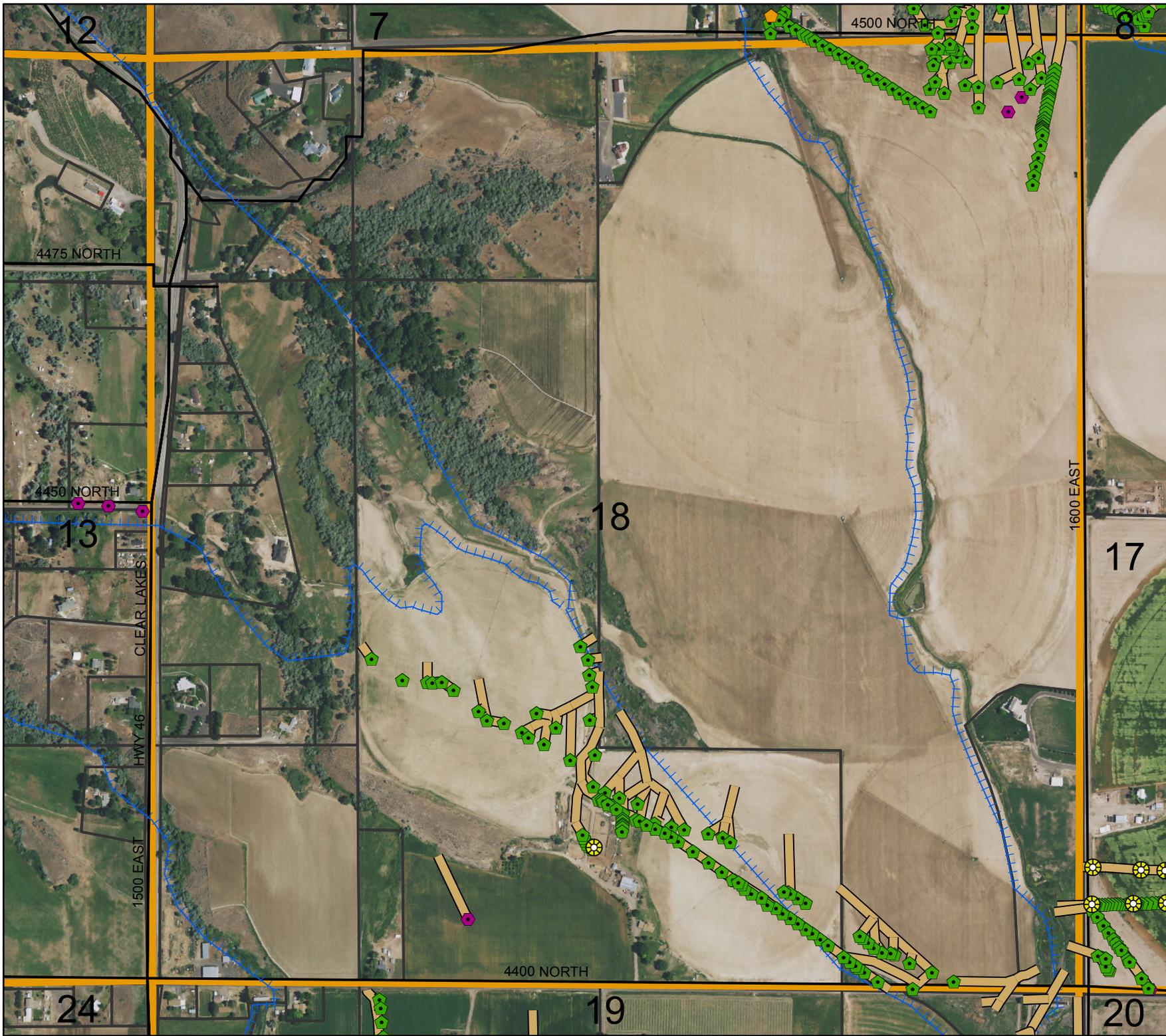
Section 18  
Township 9 South  
Range 15 East

**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.

*J. J. Smith*

Party of the Second Part.

*N. E. N. B.*

Sec. *18* Tp. *9* R. *15*

*Apr 26* 191*6*

*Dee. Ill*

*See # 303*

*Hobson Tunnel*

**AGREEMENT**

*This contract is void if the drainage work is not finished this year.*

This Agreement, Made this 26 day of April 1916

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,  
party of the first part, and F. J. Smith

of Decatur Illinois  
party of the second part, witnesseth:

Whereas, the following described land, to-wit: NE NE  
Section 18 Twp. 9. R. 15 E. 2m

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. G. 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 F. J. Smith Secretary

Contract # 56  
F. J. Smith  
Decatur Decmoin

NE NE 18-9-15

This work was started during winter of 1915 and 1916 - while the system let out a large amount of water the spreading was stopped for only a short time. During the summer of 1917 more wells were drilled. The rise of the water table was checked but whether permanent or no we can not ascertain at present.

27 wells have been drilled and the following tile laid.

Tile.		
<u>6"</u>	<u>8"</u>	<u>10"</u>
550 ft.	2698 ft.	440 ft.

The area affected is 9<sup>6</sup> acres.

May 28 - 1918

W. Harris.

F. J. Smith.

Cont. No. 56

NE. - NE - Sec. 18 - 9 - 15.

9.6 Acres effected and drained.

There are good crops on this land except a small patch in the north-east corner where there is some alkali showing up.

The water-table is five feet (5') below the surface.

The Reuter says the land is drained and that he cut 70 tons of alfalfa hay off of 28 acres of land. Ten acres of pasture & two acres of rocky land on the hollow of the forty.

Holes 1 & 2 - 5 ft. from surface to water

3      5 " to shale dry

Aug. 10 1920

L. H. Perrine

27 wells drilled

Tile

$\frac{6''}{550\text{ft}}$

$\frac{8''}{2698\text{ft.}}$

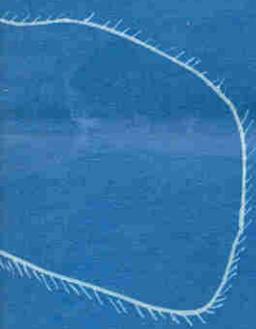
$\frac{10''}{440\text{ft.}}$

laid on this place.

WILSON  
IDAHO  
SE 7-9-15

MRS HARRY SMITH - CARE  
PAT MALONE, BUHL IDAHO  
SE. 7E 7-9-15

CONTRACT # 26

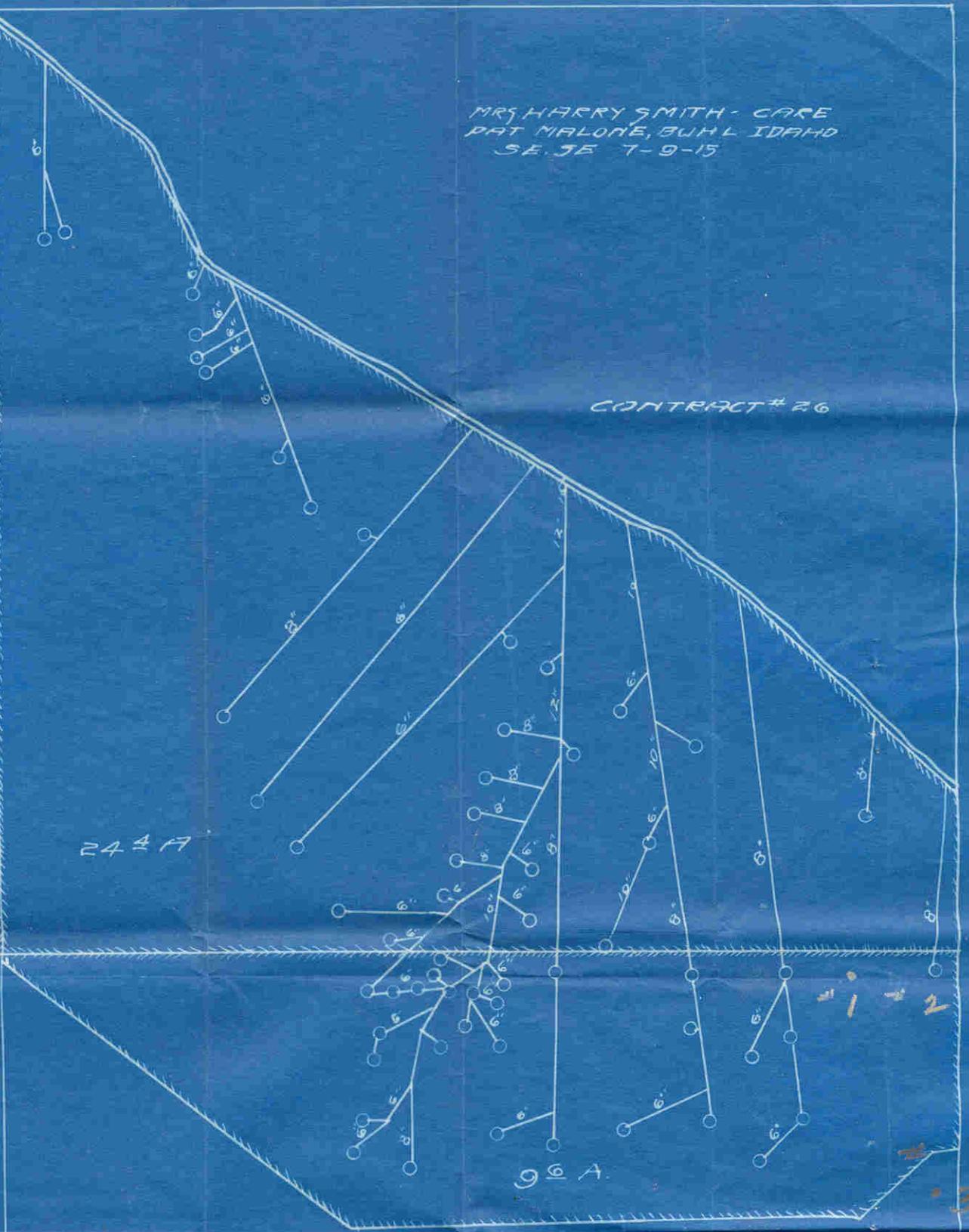


175 A

244 A

CONTRACT # 118

DRAINAGE  
LINE  
100'



1-2

96 A

F. J. SMITH  
DECATUR ILLINOIS  
NE. NE. 18-9-15

W. H. WILSON  
BUHL IDAHO  
E<sup>2</sup> SW. SE 7-9-15

MRS. HARR  
PAT MALO  
SE. SE

