



CONTRACT  
No. 60

E.A.  
Phelps

Legal Description:  
NW1/4SW1/4  
SW1/4NW1/4

Section 25  
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



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Created: 8/2016

# AGREEMENT

## WELL DRAINAGE

TWIN FALLS CANAL COMPANY,  
Party of the First Part.

*E. O. Phelps*

Party of the Second Part.

*N<sup>1</sup>/<sub>2</sub> - SW - SWNW - N<sup>1</sup>/<sub>2</sub> NWSW*

Sec. *25* Tp. *9* R. *15*

*Aug 23<sup>rd</sup> 1916*

*File Over - 1932*

# AGREEMENT

This Agreement, Made this 23 day of Aug 1916

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,  
party of the first part, and E. A. Phelps

party of the second part, witnesseth:

Whereas, the following described land, to-wit: NE SW - SW NW -  
N<sup>2</sup> NW SW - Sec 25 T<sup>9</sup> S Range 15 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 purpose 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 engineer 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 acknowledge 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 reason 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 my hand the day and year first above written.

TWIN FALLS CANAL COMPANY,

By W. O. Taylor Secretary

E. A. Phelps

Contract # 60.

E. A. Phelps.

N.E. 1/4 - 1/4 NW 7<sup>2</sup> NW, SW. 25-9-15.

There have been drilled on this land 16 wells and the following tile laid:-

$\frac{6''}{246 \text{ ft.}}$

$\frac{8''}{46 \text{ ft.}}$

$\frac{12''}{400 \text{ ft.}}$

This work was done during the winter of 1916. It was discontinued account freezing weather. Nothing has been done since.

In some cases the trenches had been completed, tile laid and sorted. Other trenches were partly excavated and some not opened. In most cases, the tiling, where laid, has been washed full of silt from the adjoining farms. It will probably be necessary to take all this tile up and clean it.

Indications are that this land will not be difficult to drain. Cedar Row provides a fair outlet for tile drains. The wells bring water to within a reasonable distance of the ground surface, in a satisfactory amount.

E. A. Phelps

Coit 60

Owned by E. D. Brackenbury.

For S.W.-N.W., N<sup>2</sup>N.W.-S.W., & N.E.-S.W. Sec. 25-9-15

275 acres affected

The land near test-hole No 1 & 2 to the  
coulee is not properly drained

The land from test holes # 3 to post # 7  
has good crops of alfalfa and <sup>it</sup> had  
been drained from all appearances

In the N<sup>2</sup>N.W.-S.W. the land seems to be  
drained; the pasture doesn't show too much  
water now. We couldn't find any of the  
observation wells.

The land in the N.E. S.W. is still  
very wet for about 300 ft. from the  
coulee. This land is not properly drained.

The test holes show the following conditions

Test hole	No. 1	water	2' 9"	from the surface	no crop
" "	No. 2	"	1' 2"	" " "	" "
" "	No. 3	Shale damp	4' 6"	from surface	" "
" "	No. 4	Shale	5' 0'	" "	dry - alfalfa.
" "	No. 5	"	5' 0'	" "	Good crop alfalfa.
Well	No. 6	water	2' 9"	" "	observation well
Test hole	No. 7	Water	3' 2"	" "	" "
" "	No. 8	Water	2' 2"	" "	no crop.
" "	No. 9	Water	3' 4"	" "	" "
" "	No. 10	Water	2' 0"	" "	" "
" "	No. 11	Water & Rock	4' 6"	" "	wet from surface.

Aug. 21 & 23 - 1920  
L. H. Perrine

Contract #60,

Mr. Phelps sold this land to a  
Mr. Blackburn, who now lives on it.  
Before more work is done the owner  
should sign a new contract.

It is advisable to resume this  
work as soon as possible.

The total acres affected  
June 13 - 1918

275  
C. W. H.



E. D. BRACKENBURY  
S.W. 1/4  
CONTRACT # 60.

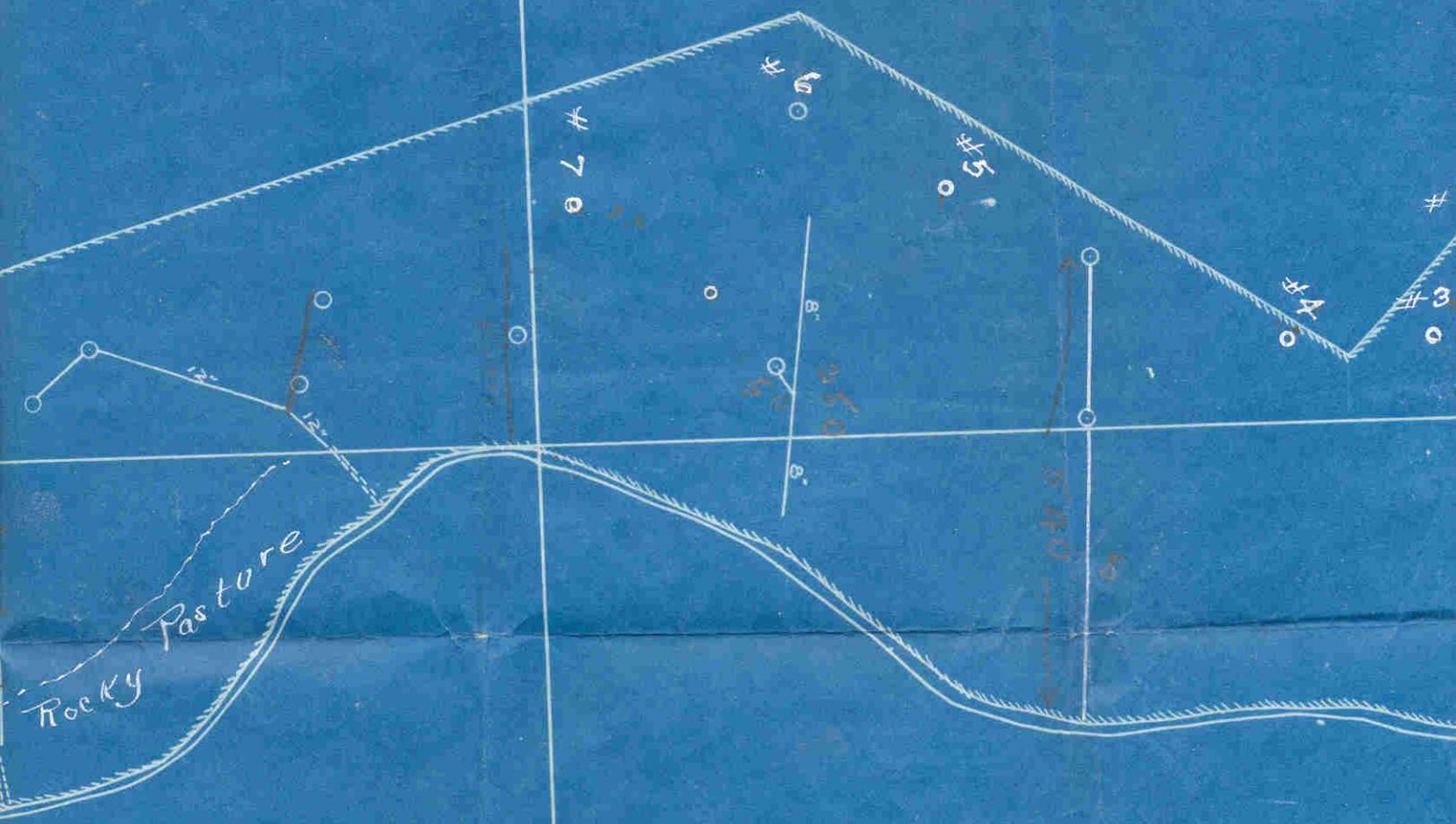
E. D. Brackenbury

E. D. BRACKENBURY  
N.E. 1/4 SW. 1/4  
CONTRACT # 60.

E. D. BRACKENBURY  
N.E. 1/4 SW. 1/4  
CONTRACT # 60.

Henry Bracken

Rocky Pasture



E. J. PHILLIPS  
N. 2 NW. 34  
CONTRACT # 60.

E. J. PHILLIPS  
N. E. SW. 25-9-15  
CONTRACT # 60.

Henry Brock

Rocky Pasture

