

# WELL AND PUMP Contract and Purchase Agreement

NE 1-24-7W Reno (46)

THIS CONTRACT, made in triplicate, by and between MENNO YODER  
of RT 1 HUTCHINSON KAN, hereinafter known as the PURCHASER, and  
ANDERSON DARLING CO of HUTCHINSON KAN  
hereinafter known as the SELLER.

2. The Purchaser, being desirous of having an Irrigation Well constructed and purchasing an Irrigation Pump, hereby agrees to purchase from the Seller, a Pump and construction of a Well to be located on NE 1-24-7W as follows:

3. The Purchaser has put down a Test Well and the approximate depth of the Irrigation Well will be 90

4. It is agreed the Seller shall first put down a Test Well on the Purchaser's land to ascertain the approximate depth and approximate amount of water that can be pumped from a well on this location.

5. If the Test Well proves satisfactory and an Irrigation Well is drilled and a Pump installed and purchased, then there shall be no charge for the first Test Well, but if more than one Test Well is made before satisfactory formation is found; then the Purchaser agrees to pay \$2.50 per foot for additional Test Wells, in addition to the amount specified for the complete Well, well casing and Pump as follows:

6. It is further agreed that the Seller may, at his option cancel this contract if the Test Well proves the soil formation is not satisfactory to produce a good Well or difficult to drill with his equipment, by giving written notice within ten days after drilling of the Test Well or Wells.

7. It is further agreed that for the purpose of arriving at the cost or price of a Well, Pump and other equipment installed, it is agreed that for a Well 70 feet deep, and a WESTERN LAND ROLLER Turbine Pump with \_\_\_\_\_ head, \_\_\_\_\_ feet of \_\_\_\_\_ inch column with \_\_\_\_\_ shaft, \_\_\_\_\_ stage \_\_\_\_\_ diameter type \_\_\_\_\_ bowl assembly, WELL AT \$1300 / FT FOR COMP. WELL

which pump is guaranteed to pump \_\_\_\_\_ gallons per minute, provided the Well will produce that amount of water, the Purchaser will pay \$\_\_\_\_\_ for drilling the Well, for the Well Casing and the Pumping Equipment, complete, promptly after the Pump has been installed in the Well and run to prove everything is operating satisfactorily as per this agreement; payment to be made \$\_\_\_\_\_ in Cash, balance by signing note and mortgage papers to conform with F. H. requirements.

8. It is further agreed that all materials furnished on this job, either installed or not installed; such as casing for the Well, Pump and other equipment or parts, shall remain the property of the Seller until fully settled for in cash and may be removed by the Seller without recourse to law or replacement at any time Seller may feel insecure or that payment per contract terms are refused.

9. It is further agreed that the Purchaser shall furnish, at his expense, power for operating the Pump while being tested.

10. It is further agreed that should the Test Well show it was necessary to either drill the Well deeper or not so deep as the 90 feet specified above, then the Purchaser agrees to pay \$13.20 per foot, more or less, as the case may be, than the amount specified.

11. It is further agreed that if Pump setting is changed from the depth specified, there shall be added or deducted, as the case may be, \$\_\_\_\_\_ for each stage added or deducted and there shall be added or deducted \$\_\_\_\_\_ per foot for each foot of column added or deducted.

12. The Seller agrees to drill not less than a 36 inch diameter Well and to install a 10 gauge 18 inch diameter casing, plain and PIPE and to gravel-pack between this casing and the outer wall. In other words, to construct what is termed a Gravel-packed Well.

13. The Purchaser agrees to furnish on the job gravel necessary for gravel-packing the casing, and also board and room for three drillers while on the job.

14. The Seller agrees to begin drilling the Test Well on or about WEEK OF 10-22-10-24 and complete the Well, install the Pumping equipment as quickly as possible thereafter.

15. It is further agreed that the Seller shall not be responsible nor held liable for damage to crops or property by reason of dry weather or other causes because Well and Pump were not installed at a certain time, or due to delays in drilling operations on this or other jobs, for any reason which the Seller cannot always foresee, or which may be beyond his control.

16. It is further agreed that if the Test Well, or Wells, prove unsatisfactory and the Purchaser does not permit the Seller to proceed and put down an Irrigation Well, and it is hereby agreed that he has this option, then the Purchaser agrees to pay the Seller \$2.50 per foot for each first Test Well and if more than one Test Well is put down, then \$2.50 per foot for such additional Test Well, promptly upon completion of the Tests, and it shall be the Purchaser's option whether more than one Test Well is put down, and there shall be no other obligations on the part of either the Purchaser or the Seller and this Contract shall then be considered completed.

17. The Purchaser further agrees to make down payment of \$\_\_\_\_\_ upon the signing of this Contract; receipt of which is hereby acknowledged by the Seller. This \$\_\_\_\_\_ to be deducted from the full price of the Well, Pumping Equipment if completed and installed, or from the cost of running a Test Well if no Well and Pump is completed. If the Test Well does not amount to \$\_\_\_\_\_ then a refund will be made to the Purchaser. ALL PRICES ARE ADJUSTABLE TO THOSE IN EFFECT AT TIME OF SHIPMENT

18. Signed and dated this 11 day of DEC 1956

ANDERSON DARLING CO  
By [Signature] Seller

MENNO YODER  
Purchaser