

CONTRACT  
No. 108

A.J. Milner

Legal Description:  
SE1/4NW1/4

Section 23  
Township 9 South  
Range 14 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.

*A. J. Milner*  
 Party of the Second Part.

Sec. *23* Tp. *9* R. *14*

*Oct 4* 191*7*

*no work*

*See # 313*

*for new work*

Nothing Done  
Dec 1st 1918

# AGREEMENT

This Agreement, Made this 4TH day of October 1917

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

party of the second part, witnesseth:

Whereas, the following described land, to-wit: Southeast One-quarter of the  
Northwest One-quarter of Section 23, Township 9 South, Range 14  
East BM. Idaho

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 (\$ 15.00 ) per acre for any and all lands drained,  
the number of acres, if any, to be determined by the said engineer.

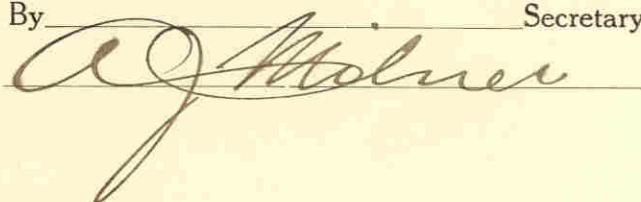
(3) It is understood that the first party does not in any wise admit or ac-  
knowledge that the seepage hereinbefore referred to or any part thereof, is the result  
of any neglect or other act or omission on the part of the first party, or that it is in any  
wise responsible for same, or that the 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 \_\_\_\_\_ Secretary



U. J. Milner  
Buhl Idaho

Cont. 108

S.E. NW<sup>2</sup> - 23-9-14

Owned by W. E. Stockton.

No work has been done.

There is 4 or 5 acres effected by seepage which is caused, I believe from the water from "J" Coulee. If the coulee was cleaned out and the channel kept open the water would not spread out over the land in winter.

This land which is effected is in the south west corner of the 40 along the coulee where it comes down the slope.

Mr. Stockton says if the Canal Company will clear off the brush and straighten the channel he will sign a contract to keep it clean. And he believes this will cure the seepage.

Sept 1 - 1920  
L. H. Purvine