

# CONTRACT 113

## **Andrew Shore**

Legal Description: Lot 30 Orch.

Section 8 Township 10 South Range 17 East







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Created: 8/2016

113

# **AGREEMENT**

113

#### WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

Mudrew More

Party of the Second Part. 30 Orchalara

Sec. 8 Tp. 10 R. 17

Feby 8 1918

See Court: 145-

# AGREEMENT

This Agreement, Made this & day of Hoy 1918
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
by and between the I WIN FALLS CANAL COMPANY, at 12
party of the first part, and Mallew Shore
party of the second part, witnesseth:
Whereas, the following described land, to-wit:
Gehalara
A Company of the Comp
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.
or all aball in the first instance be borne by the
(2) The cost of boring said wells shall in the first instance so first party; but, the second party agrees to reimburse the first party to the extent of
dollars (\$ 150) 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 o 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 hand the day and year
100 · 100
first above written.  TWIN FALLS CANAL COMPANY,
By Waylor Secretary

#### ANDY SHORE

## Contracts Nos. 113 & 145

For Lot 30 Orchalara Tract.

Work commenced November, 1919, completed April, 1920. Amount of tile laid -- double line of 15" and 12" tile, or

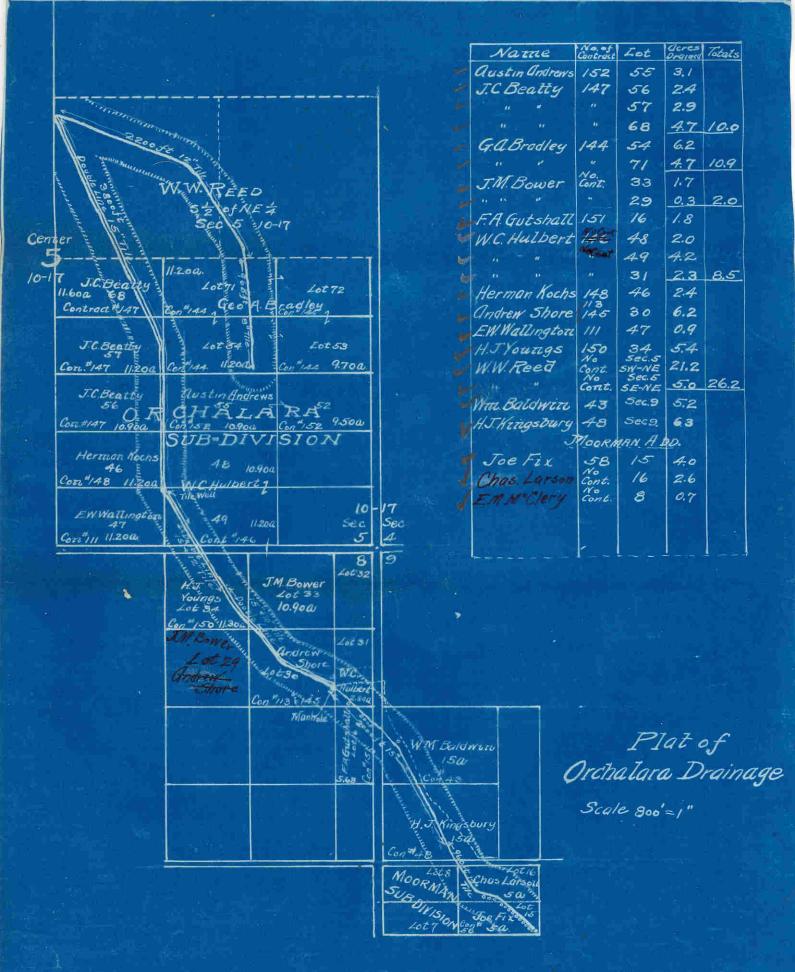
560 feet 15"

560 feet 12"

No wells drilled

There is a manhole located on the East line of Lot 30 from which the double line comes out. See Cont 145-)

Amount of land drained



File No.4B. Drawing No.4253