













CONTRACT
No. 137

J.W. Mrackek

Legal Description:
Lot 2

Section 19
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.

J. W. Mrachek
Party of the Second Part.

Lot 2
Sec. *19* Tp. *9* R. *15*

Dec 7 - 191*8*

Sec # 188

AGREEMENT

This Agreement, Made this 7th day of Dec 1918

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and J. W. Maacher
Buhl, Ida

party of the second part, witnesseth:

Whereas, the following described land, to-wit: Lot 2 Sec
19-9-15

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 The Canal Co's Eng'r, 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
Fifteen⁰⁰ / 100 dollars (\$15⁰⁰) 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 hi hand the day and year
first above written.

TWIN FALLS CANAL COMPANY,

By W. O. Taylor Secretary

J. W. Maacher

J. W. Mrachek

Cont. 137

Lot 2 Sec. 19-9-15

About 10 acres affected.

No work has been done on this land and it needs it very badly.

There is several acres that is boggy now and more is effected by the seepage later in the season.

The water is oozing out of the ground on the east side of the center back of his farm and it comes up a little higher each year except last year.

The sketch will show about the way this lot is effected.

See sketch attached.

Aug 10 1920
L. H. Perrine

North

Area Effected

Ground Boggy

Coulee

About 10 Acres effected

Water running out

