

CONTRACT No. 138

L.P. Runyan

Legal Description: NE1/4NE1/4

Section 06 Township 9 South Range 14 East







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. Useres of this information should review or consult the primary data, and information sources to ascertain the usability of information.

Created: 8/2016

AGREEMENT

WELL DRAINAGE

TWIN	FALLS CANAL COMPANY,
(-)	Party of the First Part.

Party of the Second Part. Bulle Las 1- NE of NE.

Sec. 6 Tp. 9 R. 14

Jan 14 71919

Work completed

1920 North 10 12 ...

AGREEMENT		
	This Agreement, Made this 14 day of Jan 1919	
	Chis Agreement, Made this Agree day of Jan 1919	
	by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,	
	party of the first part, and A. H. Kunnyon	
	of Buhl Ida	
	party of the second part, witnesseth:	
	Whereas, the following described land, to-wit: Lat 1- NE of Sec 6-9-14	
	Sec 6-9-14	
	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	
4	first party; but, the second party agrees to reimburse the first party to the extent of dollars (\$ 1500) per acre for any and all lands drained,	
V	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 his hand the day and year first above written.

TWIN FALLS CANAL COMPANY,

By Secretary Secretary

5+25 M.H. 88+90M.H. 17.8 Acs. Affected. L.P. RUNYON BUHL, IDAHO LOT 1-6-9-14 CONTRACT 138 Scale 1 = 200Ft.