

CONTRACT 139

Edward Kluender

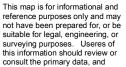
Legal Description: Snyder Tract Lots G & H

Section 15 Township 10 South Range 17 East









Created: 8/2016

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY, Party of the First Part.

Party of the Second Part.

Sec. 15 Tp. 10 R. 17.

AGREEMENT

This Agreement, Made this 30 Hday of Juny 1919 by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,

party of the first part, and Edward D. Kluender

party of the second part, witnesseth:
Whereas, the following described land, to-wit: Lots Gradtl.
project, 1700.
in Twin Falls County, Idaho, is at present being injured by scepage; and, whereas,
the first party is about to bore one or more wells on or near said land under the
direction of los Eugmen, 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 Jefteen and Joseph 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 hand the day and year
first above written.

TWIN FALLS CANAL COMPANY,

Secretary Secretary

Cout. # 139 Edward D. Kluender Lats G&H. Suyder Tract - Sec. 15-10-17 Owned by, E. S. Briggs 2 ocre drained the blue print shows location of 8" tile droin & test holes. The east end of these lots were not effected by the seepage The land west of the tile droin is dry and well droined. Whe land just east of the droin is effected by alpoli which has domaged the vegitation The water shows as follower in test hales That Hole # 1- 2 to Bock dry. " # 2 - 3' 3' to mud Dill hole # 3 - 7' o' to water The irrigation water night be responsible for the mud in hole # 2 as the water was so low in # 3. I believe these lots have been droined. July 30/920 L. H. Terrine

SNYDER TRAC

N/208 SE/4 Sec 15-105-17

330	330	330 .	330
6	5	4	3
330	3 30 330	330	330
b	PERRINE COULSES	2	10
336	330	330	330