

### **CONTRACT** 140

Chas. Skinner

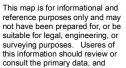
Legal Description: Snyder Lots 5

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.

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# **AGREEMENT**

This Agreement, Made this st day of the 1919
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation
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party of the first part, and has M & kinner
portu of the second and six and
party of the second part, witnesseth:
Whereas, the following described land, to-wit: Fot F, Snyde
tract
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
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 sethand the day and year
TWIN FALLS CANAL COMPANY,
Chas Of Skinger
(has W skinner

Chas W. Skinner

Con't # 140 Lot. F" Snyder Trect.

Sec. 15 - 10-17 Owned by Oscar House The vegitation is good on this lot except a very small strip at the East end This area shows some alkali but no moisture down to the shale or rock which is only 2'6" below the surface. The land is drawed at this time of This let has an 8" tile drown across the west end as shown on the Alue print. I are effected July 30, 1920 LA Gerine Negard Chas. W finner Drawings Contract # 140. Lat "F" Angles tract gettion 15-10-17 has a tile line thru it. Jooks good at this their. Can not ascertain whether drawing, is complete until after another normal water year. Oct. 10. 1919. Whans

## PLAT OF SNYDER TRACT

SCALE IN- 100EL

		1'=150
N/205	5E/4	Jec 15-10 17 B.M.

330	330	330	330
6	5	4	3
330	3 3o 330	330	330
	PERRINE COULSE!		
	8	9	10
Now \	330	330	330