

CONTRACT No. 81

> R.R. Schaeffer

Legal Description: NE1/4SW1/4

Section 8 Township 9 South Range 15 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.

AGREEMENT

This Agreement, Made this 4th day of December 1916
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and N.N. Schaffer
- CITALI SCREEN
party of the second part, witnesseth:
Whereas, the following described land, to-wit: W875W4
Sec. 8 9p. 98, R. 156. B.M.
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 dramage 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 the premises.
ready 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 (\$ 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 shove written

TWIN FALLS CANAL COMPANY,

By Secretary

Control # 81 R. R. Jehreller Buke Hichs NE SW 8-9-15 Four wells have been drilled and 838 fax 8" Tile laid This work was completed about very 101. 1918 - Schaeffer Ros pennitted irring ation evaler to do considerable cuttuing in the Treucher one the tile. 13 acres drawed. May 31-1918, ONFaris.



