

CONTRACT 99

Leo Strufus

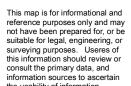
Legal Description: SWSE

Section 2 Township 10 South Range 17 East









the usability of information.

Created: 8/2016

AGREEMENT

99

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,
Party of the First Part.

Leo Strufus

Party of the Second Part.

Sec. 2 Tp. 10 R. 17

No work

AGREEMENT

This Agreement, Made this 29 day of March 191 7 by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation, party of the first part, and Frank Heger by Leo Streifus, his agent,

party of the second part, witnesseth:

Whereas, the following described land, to-wit: southwest one-quarter of the south east one-quarter of section two (2) Township 10 South , Range 17 East BM. 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 purpose 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 engineer 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 Fifteeen 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 acknowledge 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 reason 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 Les Streifus

Trouk Heger

Court 99 SW-SE -2-10-17 no work has been done on this 40. The north west corner of about 2 acres is very wet. It is new the Twin talls Coule and is in a district of several hundred acres which is effected by supage See Blue print for location of test hales Test Hale # / 0' 8" from surface to water .. 2 4' 0" " mud η 3 P1 . * 3' 0' " . . . 4 2'0' " " Water /t · 1' 2" " 1.1 5 July 28 1920 L. N. Terrire. see new contract 266 (H. N. Jensen Arvined 1931 Open trenche > tile line on this 40

very Wet FRANK HEGER SW-SE 2-10-17. Con't #99 PLAT OF DRAINAGE

"ACorner

Highway

4B-