



CONTRACT
99

Leo Strufus

Legal Description:
SWSE

Section 2
Township 10 South
Range 17 East

Legend

- Man Holes
- Observation Wells
- Tunnel Portals
- Vertical Shafts
- Wells
- Drains
- Tunnels
- City Limits
- Canals
- Roads
- Section Line
- Parcels



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

AGREEMENT

99

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,
Party of the First Part.

Leo Strufus

Party of the Second Part.

SW SE!

Sec. 2 Tp. 10 R. 17

March 29, 1917

See # 266

No work

Handwritten note: *Copy down May 29-1917*

AGREEMENT

This Agreement, Made this 29 day of March 1917

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 Fifteen 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 W. O. Taylor Secretary
Frank Heger,

By Leo Streifus
his Agent.

Frank Heger

Cont 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 near the Twin Falls Canal and is in a district of several hundred acres which is affected by seepage.

See Blue print for location of test holes

Test Hole # 1	to water	0' 8"	from surface
" " 2	" mud	4' 0"	" "
" " 3	" "	3' 0'	" "
" " 4	" water	2' 0'	" "
" " 5	" "	1' 2"	" "

see new contract # 266

{ H. H. Jensen
Drained 1931
Open trenches +
tile line on this 40

July 28 1920
L. H. Penne.

Per

Very Wet



Sec ~~H H Jensen~~
~~Contract~~
 #

FRANK HEGER

SW-SEE-2-10-17.

Cont # 99

PLAT OF DRAINAGE

4B-

1/4 Corner

Highway