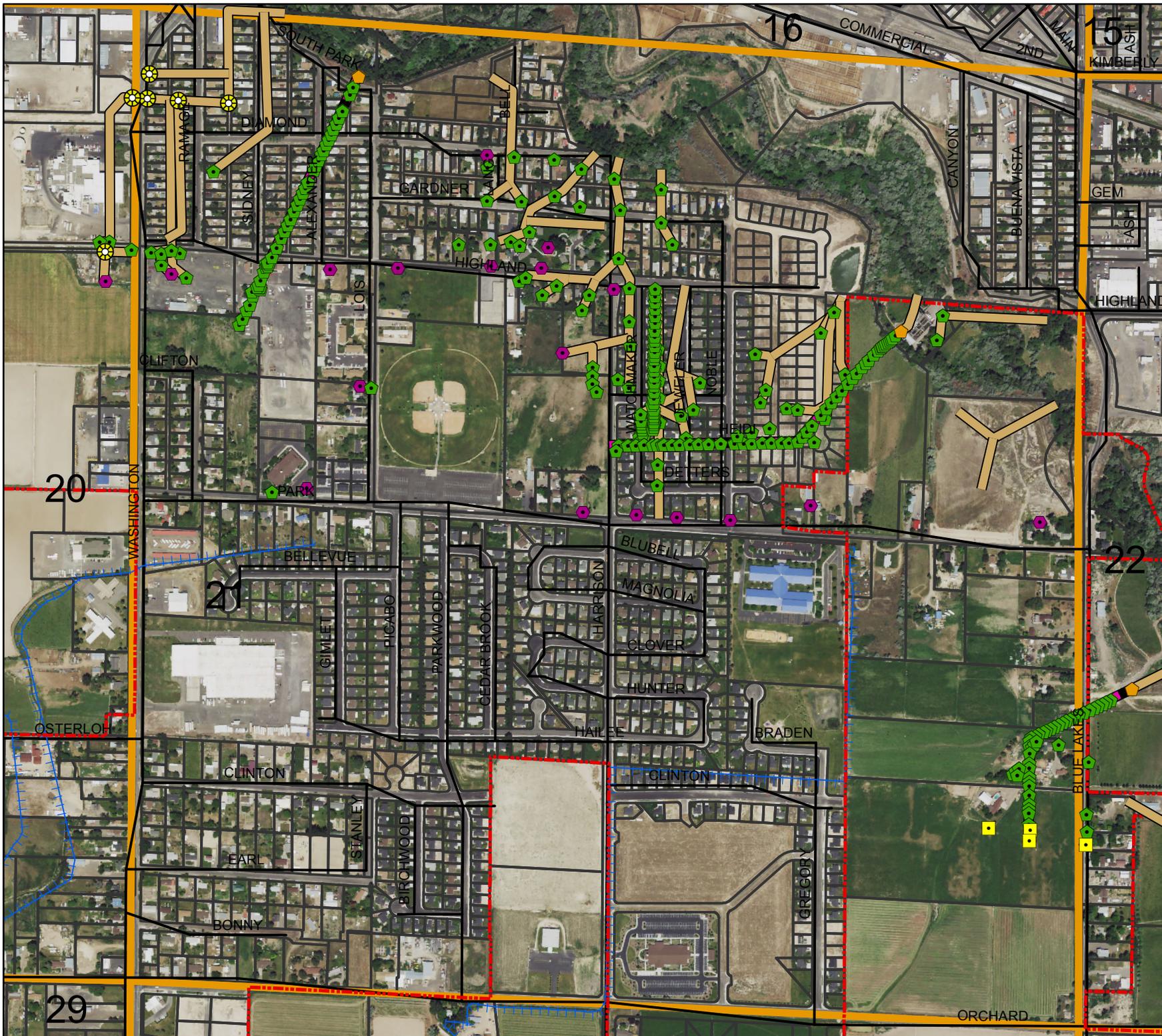


CONTRACT 13

Emma Hollingsworth

Legal Description:
NE1/4SE1/4

Section 21
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.

Created: 8/2016

Agreement
Eunice May Hollingsworth
Well Driveway

No. 8 E.

21-10-17

1/3-14

Drained by
Sequest Tunnel
1929.

Contract #13.

Emma May Hollingsworth.

N²A² 728 AG 21-10-17

Data available in the company office
show 302 feet of open drain constructed:
4 acres drained and \$60⁰⁰ paid.

May 21 - 1918

O. X. X. X.

Drained by Segrest Tunnel 1929

L. A. Perrine

Owned by G. S. Gilman

15" tile old - 302 FT

A G R E E M E N T .

THIS AGREEMENT made this 5th day of November 1914
by and between the Twin Falls Canal Company, an Idaho Corporation,
party of the first part, and Emma May Hollingsworth, party of the
second part, WITNESSETH:

WHEREAS the following described lands, to-wit:

North Half South Half Northeast Quarter of Southeast Quarter
(N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Twenty-one (21), Township Ten South
(10S.) Range Seventeen (17) East of Boise Meridian.

in Twin Falls County, Idaho, are at present being injured by
seepage; and, whereas the first party is about to bore one or
more wells on or near said lands under the direction of W.G.Sloan,
a drainage engineer, for the purpose of determining the effect of
such well in draining such seeped lands;

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 lands,- the number, size, depth, character and location to
be designated by said engineer, and first party shall have the
right to enter on said lands and do and perform any and all things
reasonably necessary in the judgement 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 \$15.00 per acre for
any and all lands drained, the number of acres, if any, to be
determined by 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 wells, the same shall be subject to the use of the first party for irrigation, and second party will grant to 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, on the day and year first above written.

TWIN FALLS CANAL COMPANY,

By W. O. Taylor Secretary.

Emma May Hollingsworth

Sworn and subscribed to by Emma May Hollingsworth before me this 13th day of Nov. 1914

Max E. Jeske
Notary Public

