

CONTRACT
22

Frank Krueger

Legal Description:
SE1/4NE1/4

Section 27
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.

Contract

22

Frank Krueger
Drainage

3/25-15

SE 78:

27-10-17

Contract # 22
Frank Krueger
Twin Falls Ida.
S.E. NE. 27-10-17.

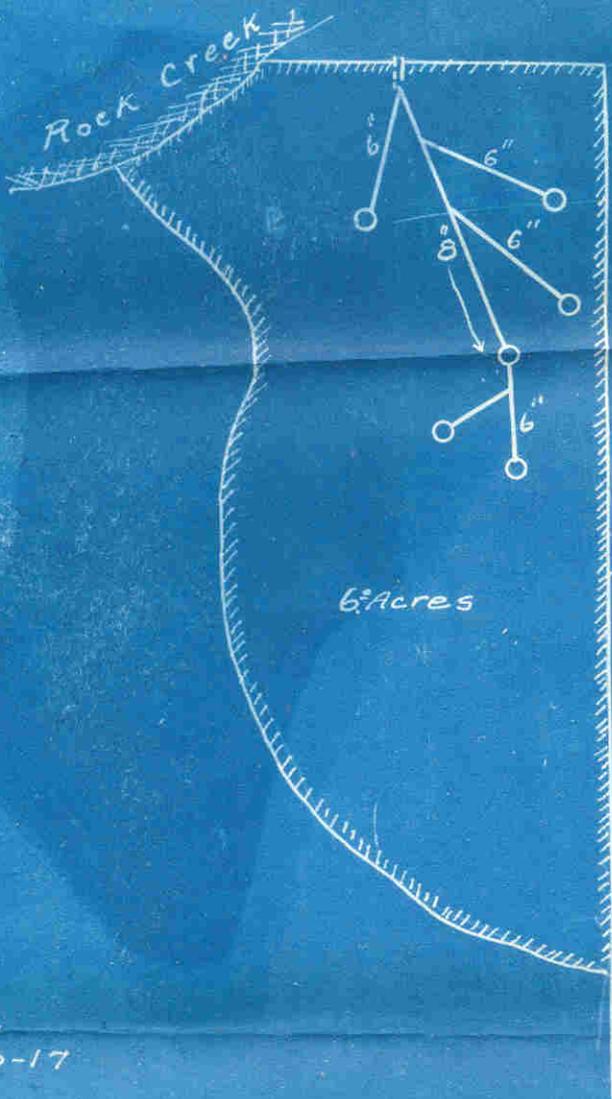
The data available in the Company office show that 7 wells have been drilled, and 650 ft. 6" tile and 300 ft. 8" tile laid.

This work was done about three years ago and the land responded quickly to the work done. During last season there was some complaint of water showing up in places.

6 acres have been drained - some more work may be required to remedy these wet places mentioned above, in case they show up again.

May 23 - 1918

D.A.



○



F. KRUEGER
 TWIN FALLS
 SE NE 27-10-17

CONTRACT # 22

- LEGEND
- WELLS.
 - EDGE SEEPAGE.
 - TILE DRAIN.
 - ===== OPEN DRAIN
- SCALE

4C - # 4373

A G R E E M E N T

THIS AGREEMENT Made this 25th day of March 1918
by and between The Twin Falls Canal Company, an Idaho Corporation,
party of the first part, and Frank Kuegler
party of the second part, WITNESSETH:

WHEREAS the following described land, to-wit: Southeast Quarter of Northeast Quarter (S & N E) of Section 27 T₁₀ S R 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 wells in draining said seeped land;

NOW THEREFORE, in consideration of the premises, it is here-
by 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, that 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 Fifteen Dollars (\$15.)
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
ommission 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 on the day and year first above written.

TWIN FALLS CANAL COMPANY,

By W. O. Taylor Secretary.

Frank Hueger