



**CONTRACT
134**

J.W. Roberts

Legal Description:
NENE

Section 13
Township 11 South
Range 19 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

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

J W Roberts

Party of the Second Part.

NE NE

Sec. *13* Tp. *11S* R. *19E*

Dec. 21 191*8*

AGREEMENT

This Agreement, Made this 7. 1st day of December 1918
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and J. W. Roberts

party of the second part, witnesseth:

Whereas, the following described land, to-wit: N. E. N. E.
Sec. 13. Twp 11 S. R. 19 E. 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 The Canal Co's Engineer, a drainage 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 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 work things reasonably necessary in
the judgment of said engineer in and 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 + 100 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 his hand the day and year
first above written.

TWIN FALLS CANAL COMPANY,

By J. W. Roberts Secretary

J. W. Roberts.
Munatough, Idaho.

Cont. # 134

N.E.-N.E; 13-11-19.

3 1/2 effected.

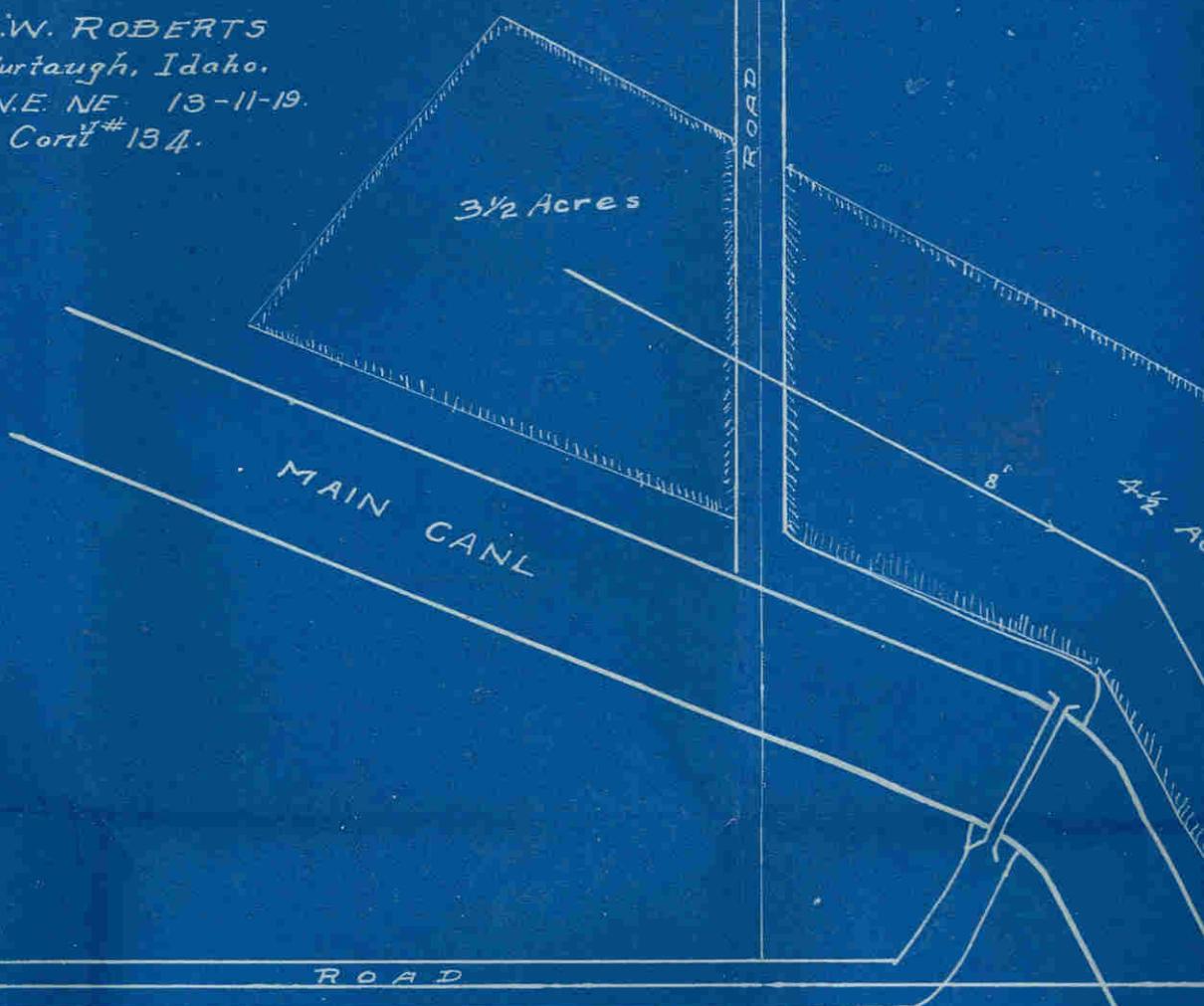
This land has good crops on it, but Mr Roberts thinks there should be a branch tile laid from the present tile line south to a point near his house. The water keeps his cellar damp and seems to be effecting his domestic orchard trees.

There has been laid about 200 feet of 8 inch tile on his land.

August 16, 1920

Examined by McClelland & Ferrine
L. H. Ferrine

J.W. ROBERTS
Murtaugh, Idaho.
N.E. NE 13-11-19.
Corit # 134.



LOT 1

J.I. TOLEMAN
MURTAUGH IDAHO
Lot 1 & 2 Sec. 18-11-19.
Cont. # 133.

LOT 2

12" Tile

26 Acres

8" and 12" Double Line Tile Line

BANK MURTAUGH LAKE

LOT 1

J.I. TOLEMAN
MURTAUGH IDAHO
Lot 1 & 2 Sec. 10-11-19.
Cont. # 133.

LOT 2

#7

#6

#5

#4

26 Acres

#3

#2

#1

5" and 12" Double Line Tile Line

Sheep Sheds

BANK MURTAUGH LAKE.