

## CONTRACT 11

## F.E. Chamberlain

Legal Description: SESE

Section 18 Township 10 South Range 17 East





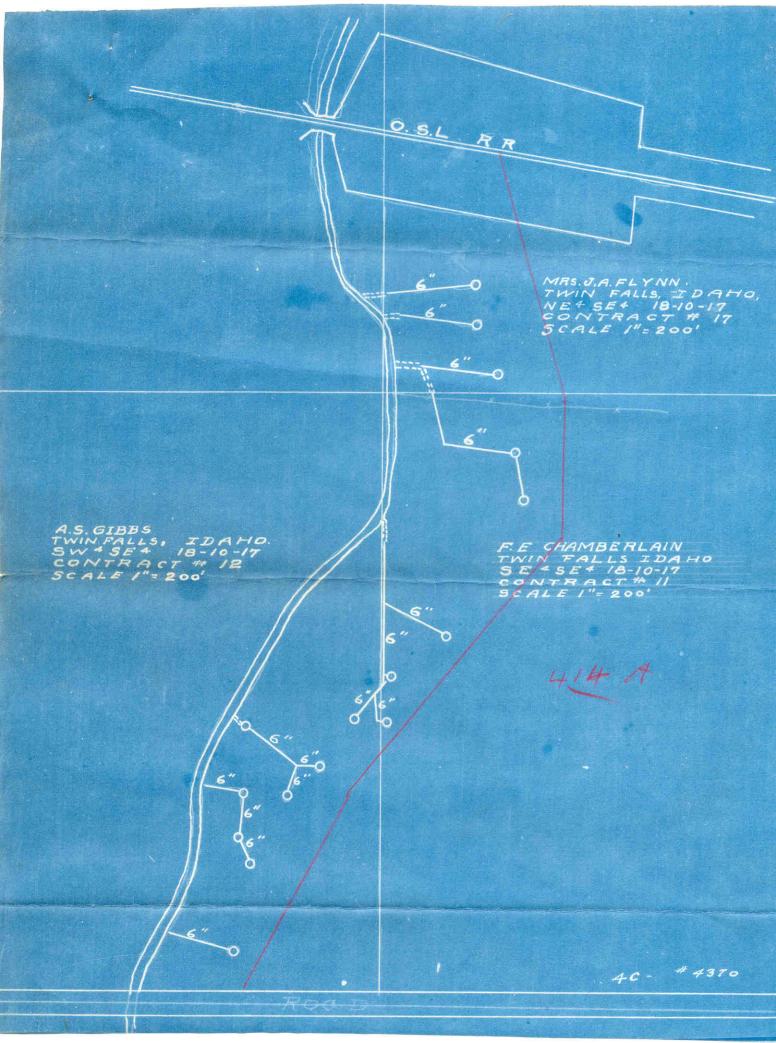




This map is for informational and reference purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Useres of this information should review or consult the primary data, and information sources to ascertain the usability of information.

Confract 11 F. E. Chemeberlan JESE

Sooutract # 11 From Falls oda 18-10-17 The data available in the office plows That five (5) wells were drilled on this land and 680 feet of 6" tile laid. This strip of land while being greatly surproved has remained evet due to the water in the Coulee Fast writes we cleaned this could forvering the grade in places. The lowering should greatly assist in drawing the water out of the adjucent land. There are 1414 acres encluded in This perped area. adding May 21, 1918.



THIS AGREEMENT made this 2 nd day of Oct by and between the Twin Falls Canal Company, an Idaho Corporation, party of the first part, and F.E. Chamberlain, party of the second part, WITNESSETH:

WHEREAS the following described lands, to-wit: Southeast Quarter of Southeast Quarter (SE1SE1) of Section Eighteen (18), Township Ten South (10S.) Range Seveneteen (17) E.B.M. 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.Sloane, 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 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 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

He Sauberlaur