

## CONTRACT 14

## **Nettie James**

Legal Description: NENWNE

Section 19 Township 10 South Range 17 East







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Created: 8/2016

## AGREEMENT BETWEEN

TWIN FALLS CANAL COMPANY

AND

NETTIE JAMES.

Will Drawage 19-10-17

1/4-14



Contract # 14. Nettie James Furn Falls oda. ME + Nes ME 19-10-17. Data availably in the company affice shows that one well has been drilled on This land about two acres along The coulee are still wer four more well should be drilled and the couler should be forwered in order to provide proper depth for outlet. Four acres are affected of which about 15 acres has been relieved. may 24 1918.

AGREEMENT.

THIS AGREEMENT Made this 14th, day of November 1914, by and between The Twin Falls Canal Company, and Idaho Corporation, party of the first part, and Nettie James, a widow, party of the second part, WITNESSETH:

Northeast Quarter of Northwest Quarter of Northeast Quarter,

(NE-WW-NE-) of Section Nineteen (19) 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 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 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 (\$15.00) 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 hereinb efore 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 AMERICAN FIRST FINE TAIL COMPANY, AND INCHEST LAIL.

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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 her hand on the day and year first above written.

TWIN FALLS CANAL COMPANY

By W.O. Jaylon Secretary.

Mrs Nettie James,