

**CONTRACT
No.154**

Earl Murray

Legal Description:
NW1/4NE1/4

Section 18
Township 10 South
Range 16 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.

Earl Murray (Filer)

Party of the Second Part.

NW 7E:

Sec 18 Tp 10S R 16E

Jan 14 1920

AGREEMENT

This Agreement, Made this 14 day of Jan 1920

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and Carl Murray (Filer)

party of the second part, witnesseth:

Whereas, the following described land, to wit:

N. W - NE 18-10-16 F. 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 Company's Engineer 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 the first party shall have the right to enter on said lands and do and perform any and all things reasonably necessary in the judgment 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 (\$ 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 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 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 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 Carl Murray Secretary

W. C. Taylor

Earl Murray Contract No 154

For NW $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 18-10-16.

⁷¹⁰
600 feet of 10 inch tile and 100 feet of 8 inch tile were laid on this land in the winter of 1919-1920. 16 wells were drilled on this land, the deepest being 41 feet, the shallowest 16 and the average depthn 27~~7~~feet .

The area drained is 7.2 acres.

No attempt is being made during this present season of 1920 to cultivate this land, consequently it is difficult to tell what benefits have actually resulted from the tile constroction and well digging.

July 19, 1920

C.A. McClelland.

F.A. TAYLOR
SE-SW 7 10-16
Cont # 116

Untapped Well
400 ft 10" Tile
5.2A

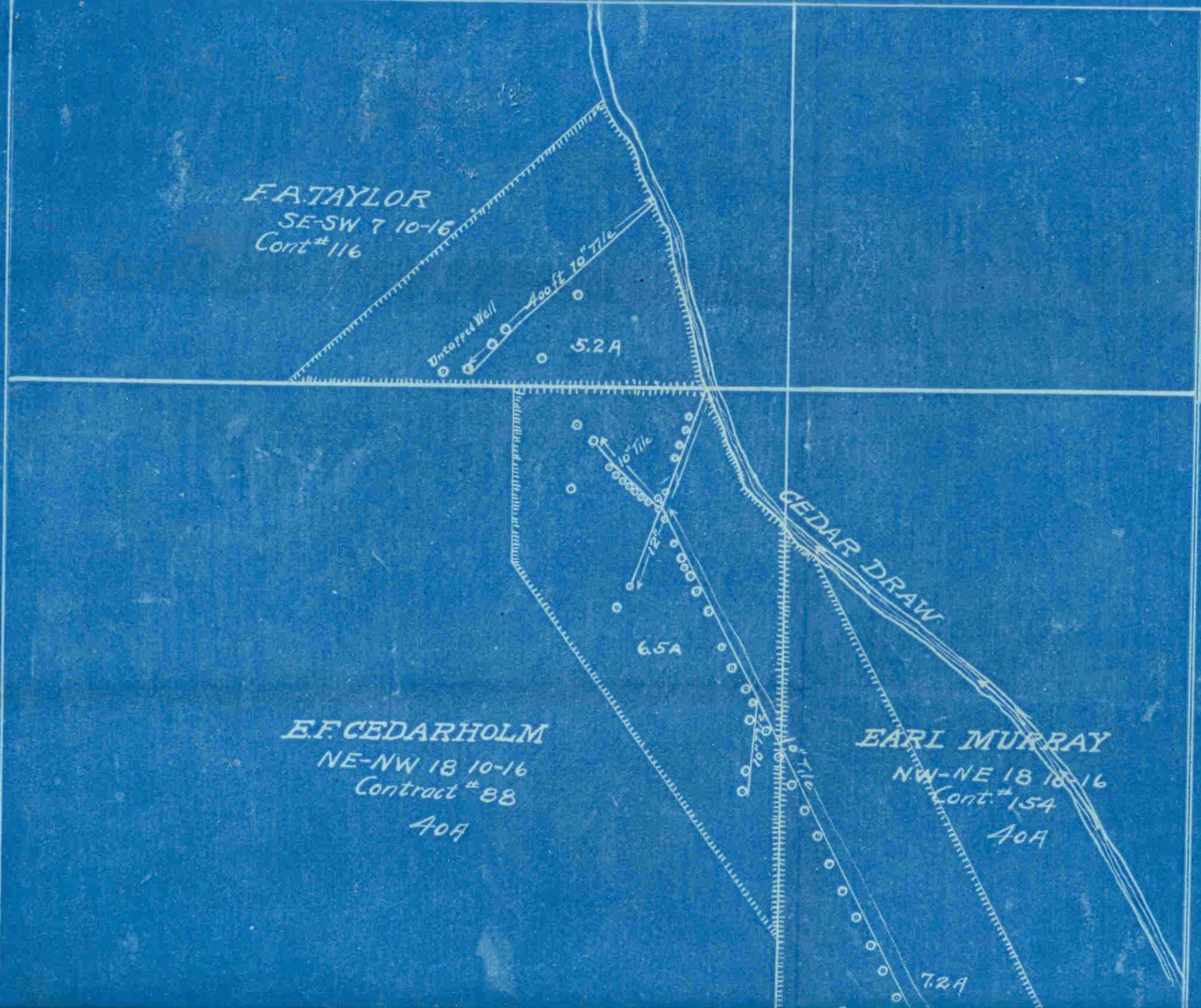
E.F. CEDARHOLM
NE-NW 18 10-16
Contract # 88
40A

6.5A

EARL MURRAY
NW-NE 18 10-16
Cont # 154
40A

CEDAR DRAW

7.2A



E.F. CEDARHOLM
NE-NW 18 10-16
Contract # 88
40A

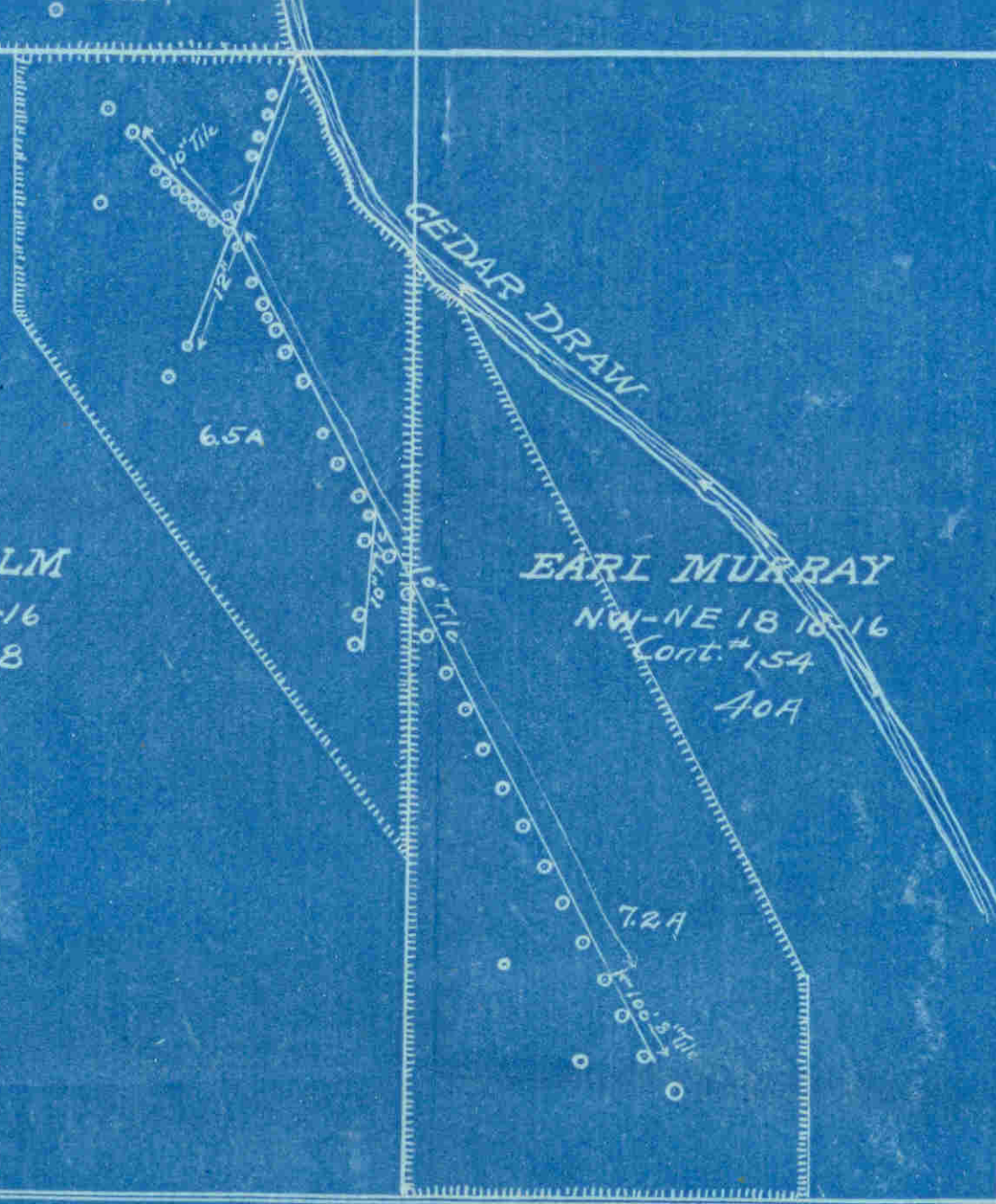
EARL MURRAY
NW-NE 18 10-16
Cont. # 154
40A

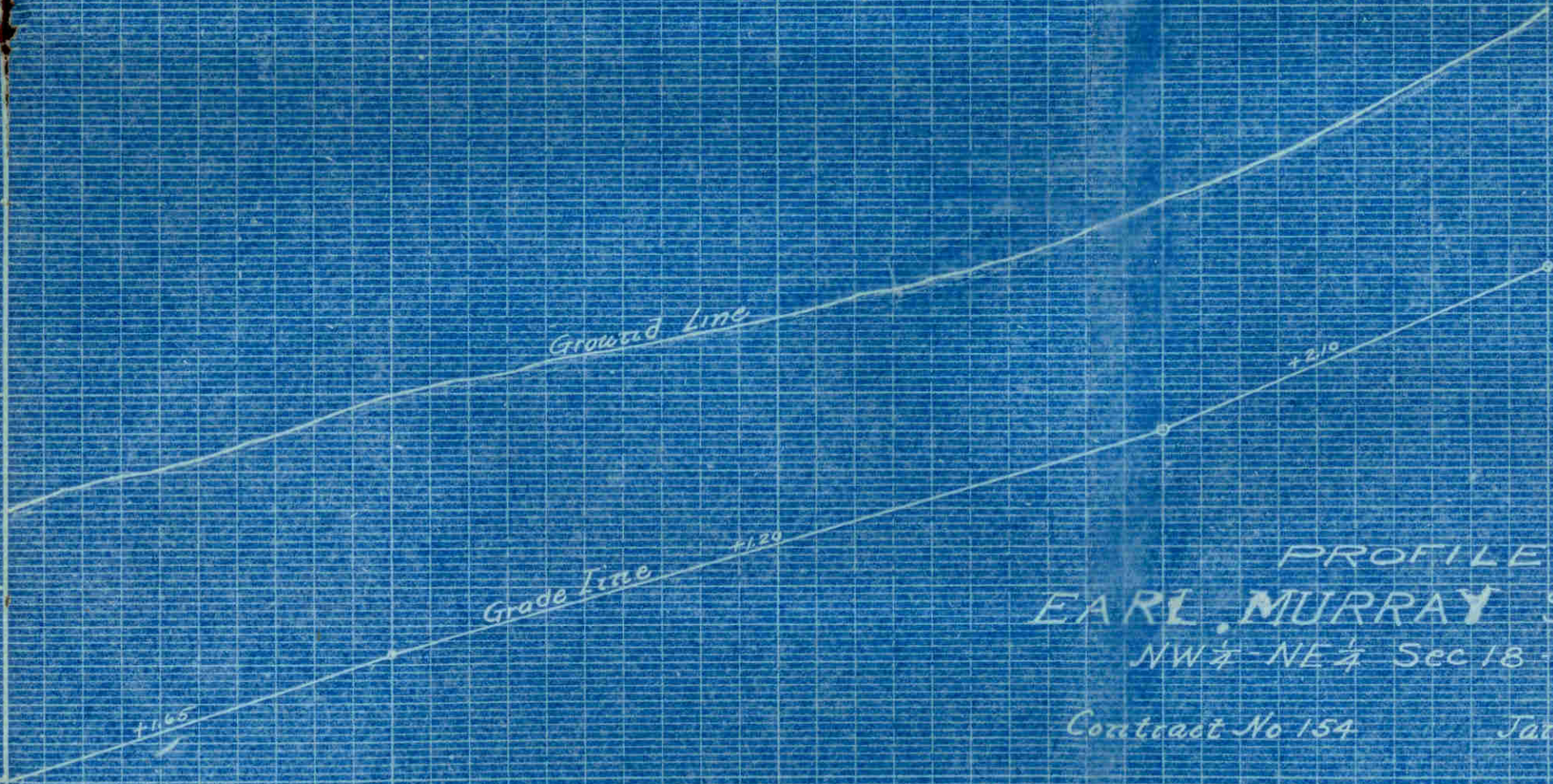
CEDAR DRAW

65A

72A

40-4355





PROFILE
 EARL MURRAY SEEPAGE
 NW $\frac{1}{4}$ - NE $\frac{1}{4}$ Sec 18 - 10-16

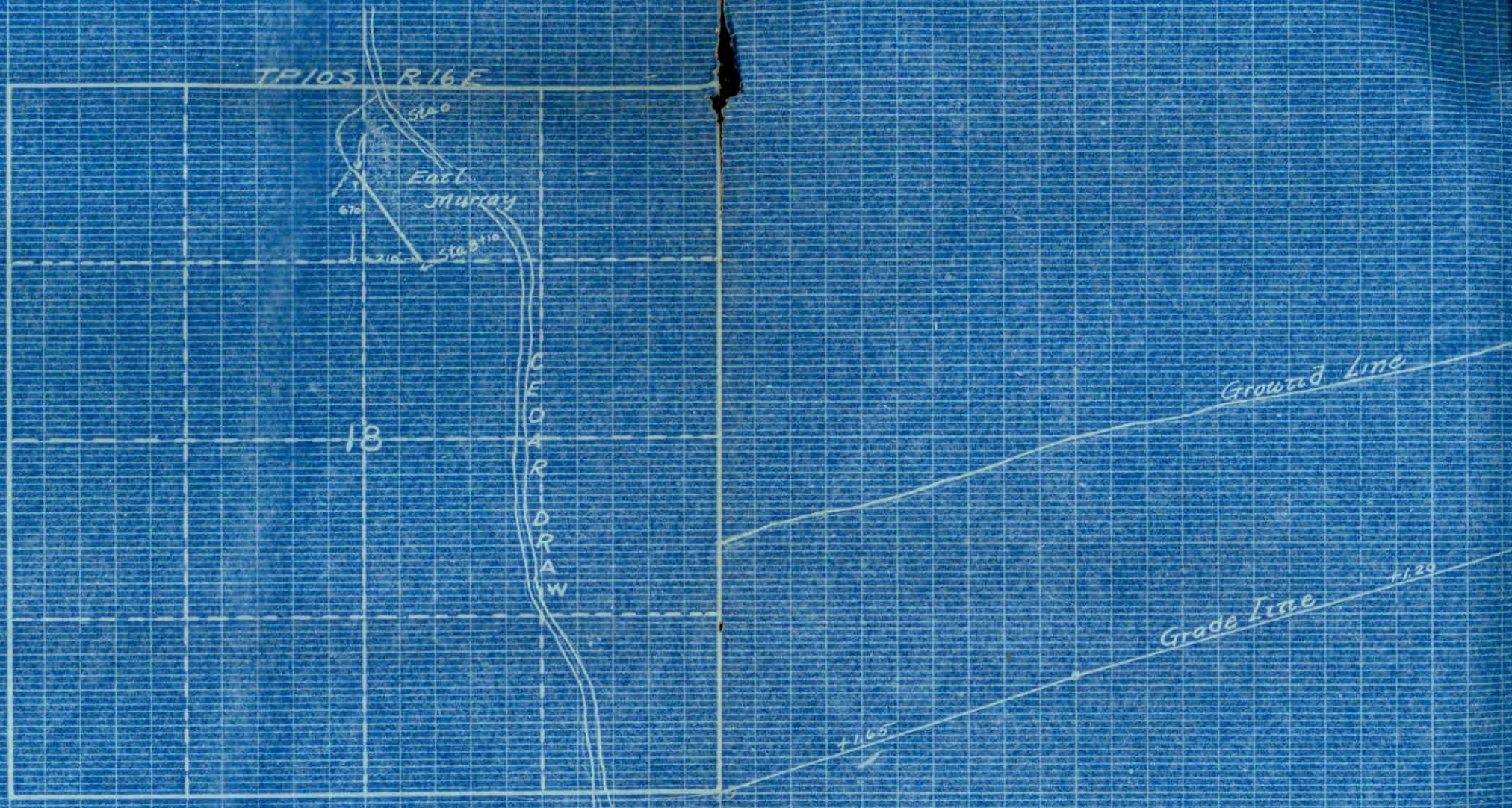
Contract No 154

Jan 14, 1920

File No 45
 Drawing No 4248

From Sta. 0 to 8+10 = 8" Tile

location
 location
 in
 of
 10-16



On the above flat the dotted line shows the location of a 10' tile. The heavy line shows the proposed location of the profile line. Sta. 0 is about 670 ft ^{north} of the ~~NW~~ ^{SW} corner of the NW 1/4 of the NE 1/4 of Sec 18-10-16.

From Sta. 0 to 8+10 =