

CONTRACT No. 117

W. A. Glasgow

Legal Description: SW1/4

Section 17 Township 9 South Range 15 East

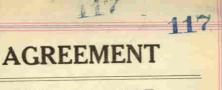






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Created: 8/2016



WELL DRAINAGE

TWIN FALLS CANAL COMPANY.
Party of the First Part.

Party of the Second Part.

Sec. 17 Tp. 9 R. 15

Febry 4 1918

Der 210 for

AGREEMENT

This Agreement, Made this 44 day of Febry

	by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
	party of the first part, and W.A. Has gred
	party of the second part, witnesseth:
	Whereas, the following described land, to-wit:
	5 W 17 - 9-15
	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, 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:
ner	(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
	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 ac-
	(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 hand the day and year
	first above written.
	TWIN FALLS CANAL COMPANY,
	By W. Jagor Secretary W. Hangow
	No Hasgows

Contract # 117 D.A. Hos you. Bull Daa. Sw4 17-9-15 Firs were were drilled and the following tile faid: 226'-8", 44 128-10" - drawed for tile owing to high couler. Mari May 31-1918

H 56 17 * TORATION MODSHIDE W CHENT THOS WOOSHIDE W BUHL IDAHO BUHL IDAHO SE.SE 18-9-13.

