



CONTRACT
29

R. H. Patton

Legal Description:
SENE

Section 2
Township 10 South
Range 17 East

Legend

- Man Holes
- Observation Wells
- Tunnel Portals
- Vertical Shafts
- Wells
- Drains
- Tunnels
- City Limits
- Canals
- Roads
- Section Line
- Parcels



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Created: 8/2016

A G R E E M E N T .

WELL DRAINAGE .

TWIN FALLS CANAL COMPANY?

PARTY OF THE FIRST PART.

R. A. Patton

PARTY OF THE SECOND PART.

S. E. 7 E.SEC. 2 TP. 10 R. 176221915

Coutrout #29.

to NE 2-10-17

R. H. Patton.

No work done

May 24 1918

Pat

THIS AGREEMENT MADE THIS 22nd DAY OF June 1915
BY AND BETWEEN THE TWIN FALLS CANAL COMPANY, an IDAHO CORPORAT-
ION, PARTY OF THE FIRST PART, AND R. H. Patton
PARTY OF THE SECOND PART, WITNESSETH:

WHEREAS, THE FOLLOWING DESCRIBED LAND, TO-WIT:
The SE 1/4 of the NE 1/4 of Sec 2, T. 10 S., R. 17
E. 2m.

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 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 THE 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.) 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 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 A. H. W. Taylor SECRETARY.

K. H. Patton