



CONTRACT
30

A.M. Wiker

Legal Description:
N1/2SWNW

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



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.

A G R E E M E N T .

WELL DRAINAGE.

TWIN FALLS CANAL COMPANY,

PARTY OF THE FIRST PART,

A. M. Wiken

PARTY OF THE SECOND PART.

W¹/₂ Sec 740.

SEC. 2 TP. 10 R. 17

6/24

1915

Contract #30

A.M. Witek - Ed. Dammann -

1/2 SW NW 2-10-17.

Some benches opened but never
completed. Mr. Dammann owns
this land now. May 24, 1918.

Ed. D.

THIS AGREEMENT MADE THIS 24 DAY OF June 1915
BY AND BETWEEN THE TWIN FALLS CANAL COMPANY, an IDAHO CORPORAT-
ION, PARTY OF THE FIRST PART, AND W. M. Wiker
PARTY OF THE SECOND PART, WITNESSETH:

WHEREAS, THE FOLLOWING DESCRIBED LAND, TO-WIT:

The N¹/₂ of the SW¹/₄ of the NW¹/₄
of Sec 2 T. 10 S. R. 17 E. 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 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
BORN 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 HEREBEFORE REFERRED TO
OR ANY PART THEREOF, IS THE RESULT OF ANY NEGLIGENCE 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

Work on line under W. G. Sloan

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

W. O. Taylor

SECRETARY.

A. M. Hiker