

CONTRACT 41

Stearns

Legal Description: SWSE

Section 15 Township 10 South Range 17 East

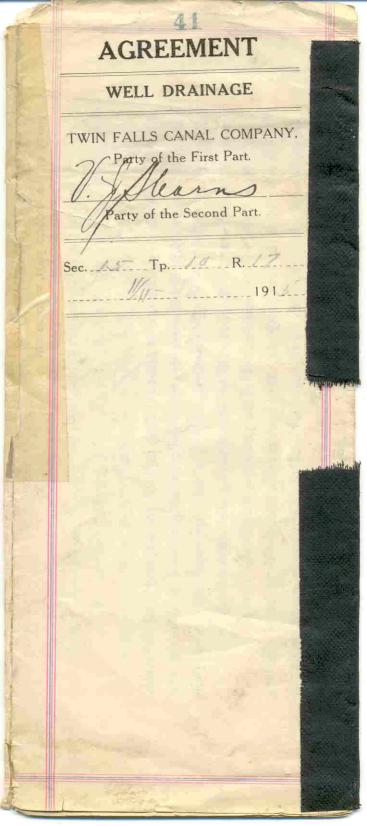






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Created: 8/2016



AGREEMENT

	This Agreement, Made this // day of Mormby 1915
	by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
	Drawn Jules Saaho
	party of the second part witnesseth:
-	Whereas, the following described land, to-wit: a park of the 5, 7, 7 of the 56, 4 of Section 15- 26 10-5 R 17 EBM.
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	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. A. Dloan, 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:
	(1) That the first party may at its option and under the direction of said en-
	gineer 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.
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	(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 (\$\sigma \sigma \s
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	first party; but, the second party agrees to reimburse the first party to the extent of dollars (\$ 5000000) 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.
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	first party; but, the second party agrees to reimburse the first party to the extent of dollars (\$ 5000) 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
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Contract # 41 Thom Talls Idah AW. SE 15-10-17 See sketch for work done See remarks attacked to contract # 33 The condition are the game -From the nature of the formation, it is evident that considerably water is supplied to the poil directly from the lateral. This land has surproved to a great oftent since the drawn was laid parallel to the fateres. Some surve dean toward the worth and west pide would be beneficial. May 27, 1918.
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