

CONTRACT 42

L.S. Ayotte

Legal Description:
SWSE

Section 7
Township 10 South
Range 17 East

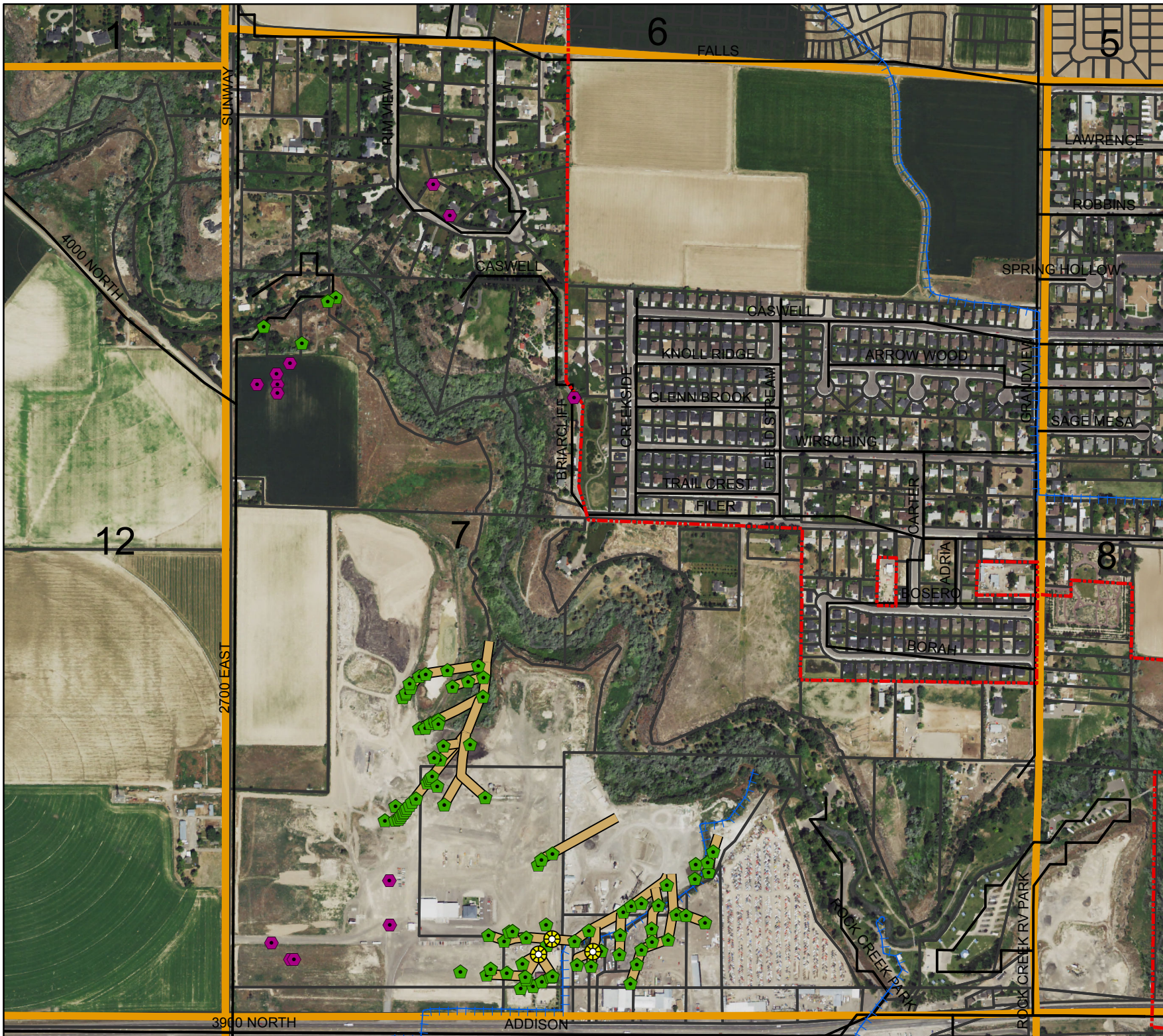
Legend

- 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



42
AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

L. S. Ayette

Party of the Second Part.

5X
Sec. 7 Tp. 10 R. 17

11/11 1915

See SE;

AGREEMENT

This Agreement, Made this 11th day of November 1915

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and L. S. Ayotte

party of the second part, witnesseth:

Whereas, the following described land, to-wit: The SW $\frac{1}{4}$ of
the NE $\frac{1}{4}$ of Section 7 Tp 10 S
R #6 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 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 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 his hand the day and year first above written.

TWIN FALLS CANAL COMPANY,

By Leon A. Ayotte Secretary

Outpost #42
L. S. Ayotte
Iron Falls Works.

SW. NE 7-10-17.

Some work was done north of
Ayotte's farm in 1915 & 1916 - During
the spring of 1917 the water table
raised, affecting a considerable area
west of the house. A number of wells
were drilled and tiles laid to
them. This gave immediate
relief and looked as tho it
would be permanent. However
during the winter of 1917-1918
water broke out on this area again -
At present we have a crew working
there

May 27 1918

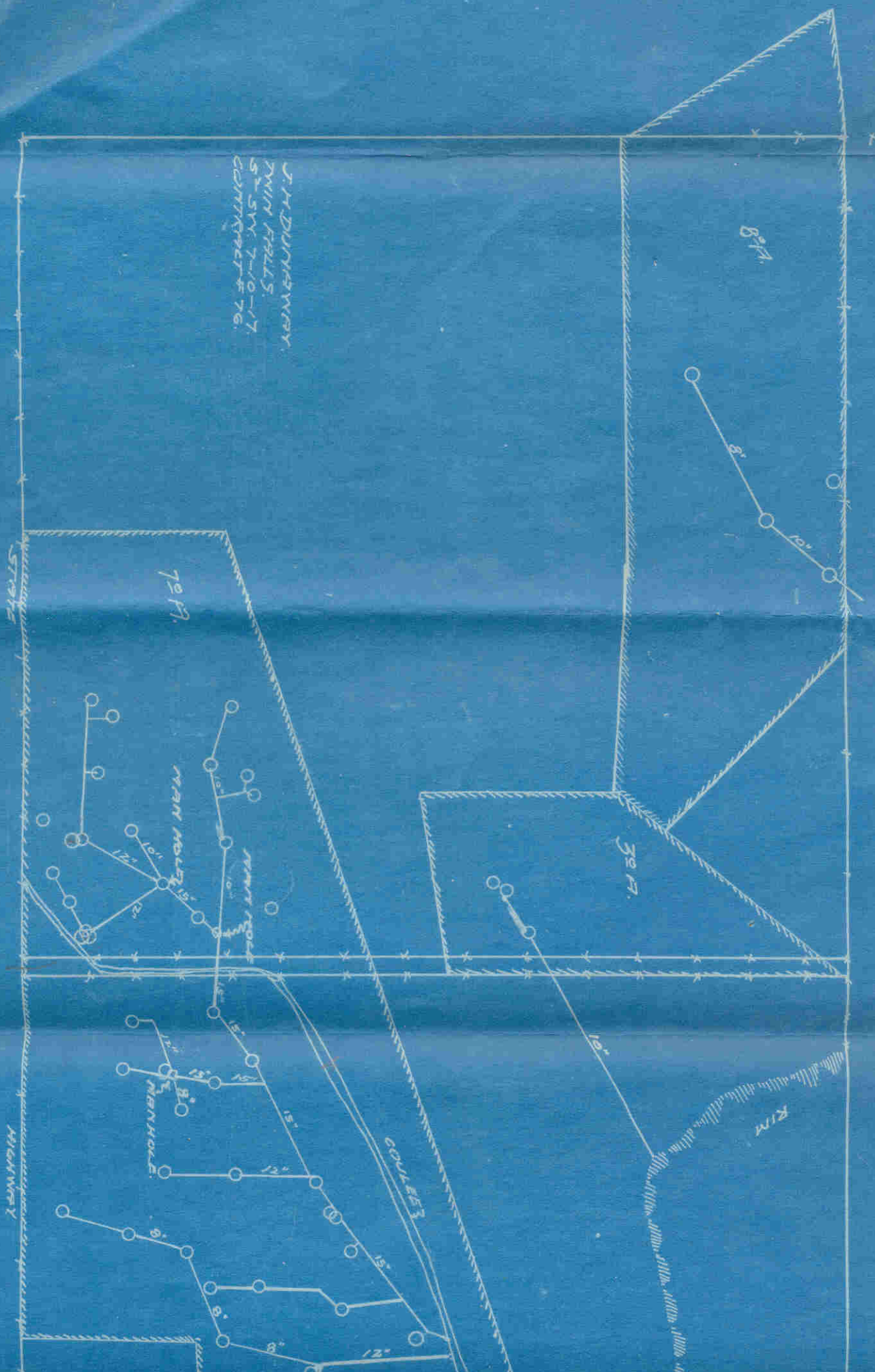
Chas.

Twenty eight wells were drilled and the
following tile laid:-

<u>6"</u>	<u>8"</u>	<u>10"</u>	<u>12"</u>	<u>15"</u>
420'	640'	100'	700'	896'

13⁰ acres drained.

J.H. DUNNWAY
 MAIN FOLLS
 5-5M 7-10-17
 CONFRONT 76.



STAIR

HIGHWAY

CONFRONT

RIM

