

CONTRACT No. 55

W. F. Stradley

Legal Description: SE1/4

Section 35 Township 9 South Range 15 East









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Created: 8/2016

## **AGREEMENT**

## WELL DRAINAGE

TWIN FALLS CANAL COMPANY,
Party of the First Part.
et Strodley
Party of the Second Part.
Sec. 35 Tp. 9 R/5
4/15 196

## **AGREEMENT**

This Agreement, Made this / 3 day of April 1916

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and M. F. Stradley
party of the second part, witnesseth:
Whereas, the following described land, to-wit: The Dio 4 of the
Whereas, the following described land, to-wit: The Des 4 of the SE 14 of Sec 35 - 9A-15 Frm.
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.J., Sloan, 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.
(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 (\$ 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 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 o 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,
TWIN FALLS CANAL COMPANY,  By Straight Secretary

W.F. Stradley. Buhl Ddoko. AE 4 35-9-15. Two weel were dulled in The flat Corner of the ses St. They did not discharge any amount of water The wet area was greatly unformed by the work down Parish and yarsli. no work was done on the new fe. but The wet area was relieved by The work done on Me Pheaven. 55 acus were affected. Callaris May 28 -1918

B.F.Nº PHERSON BUHL IDAHO 5W. NE 35-9-15. 6 " 13.2 A 4.6 A W.F.STRADLEY. BUHL IDAHO NW. SE. 35-9-15 LEGEND!

O WELLY

TILE DRAINS

THAT EDGE DRAINAGE

SCHOLE 1" ROO"

W.F. STRADLEY. BUHL EDAHO. SE SE 35-9-15 CONTRACT #55 OTTO YMSLI BUHL IDAHO. SE SYY. 35-9-15. CONTRACT# 50. 5.2 Acres .9 A. amise Oik F*aalee<mark>gatist agastestis</mark>agist*sta planta aana HIGHYMAY 5.1 A. BUHL IDAHO! ME MYX 2-10-13. CONTRACT# 53. O YYELLS — TILE DRAINS. HOME DEDENINAGE. SCALE 1'= 200'