



WELL DRAINAGE

FALLS CANAL COMPANY of the Second Part Party of the First Part. Q e 0 70 Party NIWT

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AGREEMENT

9 161 Olin Agreement, Made this 27 Kday of Jeach.

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation, party of the first part, and Round Burne

party of the second part, witnesseth:

rue Course 11 Sound D- & W. See 24 and N = W. See 2, 5 aft in John March 18 6, 13 M. Long muder 14, High Frie Com 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 , a drainage engineer, for the pur-Whereas, the following described land, to-with Mark part . pose of determining the effect of such wells in draining said seeped land; J. 6. Paterfield direction of 2/2

Now therefore, in consideration of the premises, it is hereby agreed:

and location to be designated by said engineer, that the first party shall have the right (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, 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 (\$ /0 <> the number of acres, if any, to be determined by the said engineer. lee

knowledge that the seepage hereinbefore referred to or any part thereof, is the result It is understood that the first party does not in any wise admit or acof 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. (\mathfrak{C})

and second party will grant to the first party a free easement and right of way for (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, 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 the hand the day and year hand the day and year first above written.

TWIN FALLS CANAL COMPANY, Secretary in ler or da

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Cereme ad madame ee 2 9, Taces Effected, 2020clas mained That part of the I way see it and I' rel dee we all in try 11 3 - Kunge 18 mon lying surden the 3365 feet 15" Tile land 1927 4. 8. ton the live, one weatond with of the 1923 Kones and the atter and of the barn, mene 2804 3365 1300 feet of the with we constructed This optime la me her quality by any hand we have the creek chined and 500 feet of ald creek lowered - In addition to this dange tracing in cancel plans ever done 1923-1435-double 15" Tile Line 495" Single " 12" addin: 134 1923 Noor R. coope. 740 /4. 6 Sutreet #63 Hitine Cours. Kabert Broce may a side lucel :-







