

CONTRACT No. 85

T.S. Wasson

Legal Description: S1/2NE1/4

Section 7 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.

llosson

Party of the Second Part.

Sep E- N 7/p. 7-9- R/S

See # 305 for New Work

AGREEMENT

ACILLIVILIA
This Agreement, Made this day of Joseph 1916
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation of party of the first part, and O. D. Wasson of Twoin Falls Joseph December 1988 and 1988
party of the second part, witnesseth:
Whereas, the following described land, to-wit: The South half of the WE 4 Sec 7 Jp 98 R 15 EB; with the SE 4 the NW4 Sec 7. Jp 98 R 15 EB;
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, 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 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 >> borne by the
first party; but, the second party agrees to reimburse the first party to the extent of
dollars (\$ 5) 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 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 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,
BySecretary
Istosson

Contract# 35 J. S. Wassom. Twin frales Darks. This work was done during the spring of 1918. Hventy-seven well were drilled and the following tele laid: 660' 1070' 1810' 100' The hundred feet of 15" tile wor placed anniediately below the man hale, prior to The Tapping of all the weel - at that to use 15" instead of 12" in the line acros IYE NE 7-9-15. The result so far have been very satisfactory. The ground is drying suprally and the system is discharging approximately uches of water June 24 1918 (Maris June 25-1918 - Tile was discharging affiximately 90 with of water - This amount is come what les Than the discharge a weet before