

**AGREEMENT
TO DRILL WELLS**

Filer Highway District
Filer

Part..... of the first part.

TWIN FALLS CANAL CO.

Party of the second part.

Highway between

Sec 7 Tp 10 R 16

and Sec. 12 Tp. 10 R 15 E. B. M.

Sept 27 —, 1919

For Map See

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AGREEMENT

This Agreement, Made this 27th day of Sept 1919
by and between Filer Highway District
and _____, his wife, of Twin Falls County, State of Idaho,
part..... of the first part, and the TWIN FALLS CANAL COMPANY, an Idaho Corpora-
tion, party of the second part, witnesseth:

That whereas, the part..... of the first part desire to have the party of the second part
drill a well upon the following described land, to wit: Highway Return Sec 7-10-16
and Sec 12-10-15-

in Twin Falls County, State of Idaho, now, therefore, in consideration of the premises, it is
hereby agreed as follows, to wit:

1.—That within soon as possible month... hereafter the Twin Falls Canal Com-
pany agrees to drill a well approximately six inches in diameter at a point on the above de-
scribed land designated by first part....., and to such depth as first part..... may desire;
and the second party agrees to undertake to provide all necessary equipment and operators
for the drilling of sa'd well, and to properly case the same above solid rock, said casing not to
exceed sixteen feet in depth.

2.—It is further agreed that first part..... pay to second party the sum of \$1.00 per
foot for the depth of the well from the surface of the ground. In the event that more than
sixteen feet of casing is requ'ed, either above solid rock or below solid rock, the part.....
of the first agree to pay the actual costs of securing and installing such casing by the sec-
ond party.

3.—It is furthermore understood and agreed that the second party does not in any way
guarantee to supply suitable water or any water at all; and it is furthermore understood and
agreed that no bore shall be more than 600 feet deep.

4.—It is furthermore understood and agreed that the second party will upon the com-
pletion of the first well, bore one or more other wells on the same property under the same
terms and conditions as hereinbefore set forth.

5.—It is further understood and agreed that the first part..... will pay for the boring
of said well within thirty days after the completion thereof, either in cash or by note secured
by a mortgage upon said described lands. It is understood that sa'd note shall be in the form
and with the terms usually contained in notes taken by banks in Twin Falls County, and
shall mature on or before When Drilled years thereafter, and shall
bear interest at the rate of 8 per cent per annum, interest payable annu-
ally. The real estate mortgaged shall be given as security for said note, said mortgage to be
in the usual and customary form, with the usual and customary covenants and agreements.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day
and year first above written.

*and Touch same to Causee
L.D. I said work to be as
directed by the Highway
Engineer.*

Filer Highway District,
by Ivan G. Lincoln, Pres.

Part..... of the first part.
TWIN FALLS CANAL COMPANY,
By W.O. Taylor
Secretary.

STATE OF IDAHO, }
County of Twin Falls } ss.

On this 11th day of October, 1919, before me,
Arthur E. Anderson a notary public in and for Twin Falls County, State of
Idaho, personally appeared Ivan G. Lincoln ~~xxx~~ V.P., Filer Highway Dist.
being the first part y to the above and foregoing instrument, known to me to be the per-
sons who subscribed the same as sa'd first part y; and duly acknowledged to me that
..... executed the same.

In witness whereof I have hereunto set my hand and official seal this 11th
day of October, 1919.

My commission expires _____, 1919.
Notary Public.
Filer, Idaho.

Hiler Highway District
Cont. # 149

Highway between Section 7-10-16 and
Section 12-10-15 (NW cor. NW SW - 7-10-16)

The data available shows the following work.

One well drilled

225 feet of 8 inch tile

Sept. 24 1920

L. H. Peirce