

## CONTRACT 32

## Laura A. McDonald

Legal Description: NESE

Section 18 Township 10 South Range 17 East









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## AGREEMENT.

WELL DRAINAGE ..

TWIN FALLS CANAL COMPANY,

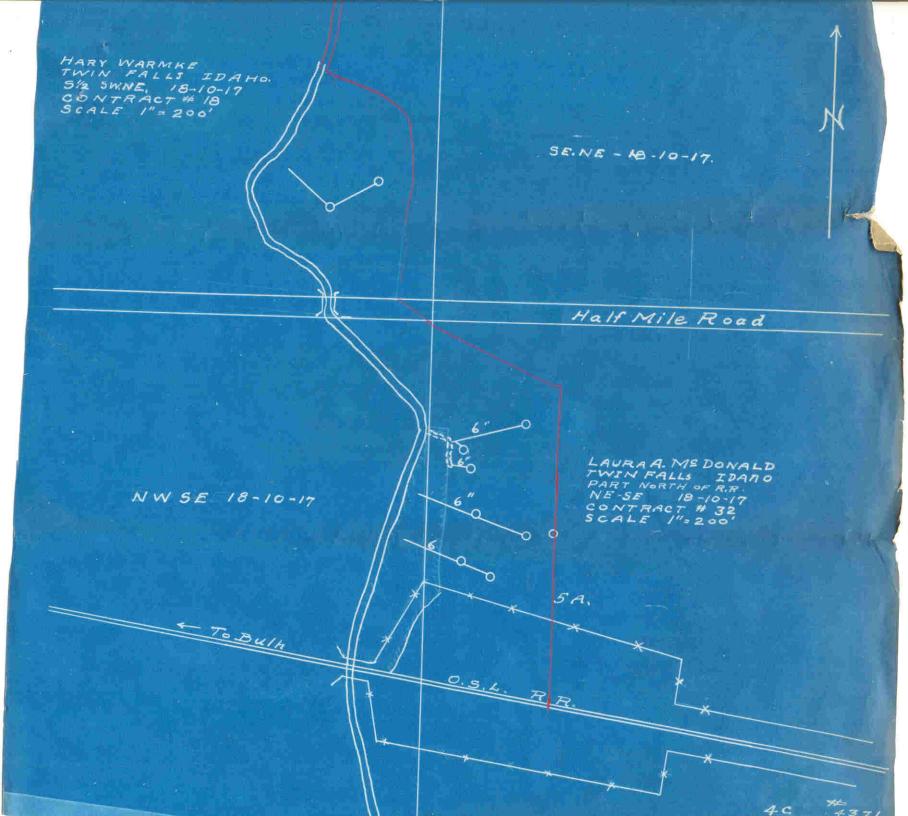
PARTY OF THE FIRST PART.

aura a M Douale

PARTY OF THE SECOND PART.

SEC. 79 TP. 10 R. 17

Compact # 32. Laura a. Mª Donald. Part ME SE (no. of R.R.) 18-10-17. The data available in the company office phow that 8 week home been drilled and 492 ft. 6" Tile laid. There are still power evel ofot on This land, forme more well should be provided. Five acress are included in the area affected. May 24, 1918



THIS AGREEMENT MADE THIS 12 DAY OF August 1915

BY AND BETWEEN THE TWIN FALLS CANAL COMPANY, an IDAHO CORDOTATION, PARTY OF THE FIRST PART, AND The SECOND PART, WITNESSETH:

WHEREAS, THE FOLLOWING DESCRIBED LAND, TO-WIT:

Prese (No frr) See 18 Jp 10 South Rouge 17 EBM.

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 JUDGEMENT 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 (\$15.) PER ACRE FOR ANY AND ALL LANDS DRAINED, THE NUMBER OF ACRES, IF ANY, TO BE DETERMINED BY THE SAID ENGINEER.
- ADMIT OR ACKNOWLEDGE THAT THE SEEPAGE HEREINBEFORE REFERRED TO OR ANY PART THEREOF, IS THE RESULT OF ANY NEGLECT OR OTHER ACT OR OMMISSION 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 Lor HAND THE DAY AND YEAR FIRST ABOVE WRITTEN.

TWIN FALLS CANAL COMPANY,

Laura a. Mc Donald