

CONTRACT 54

H. Taylor

Legal Description: Buena Vista

Section 17 Township 10 South Range 17 East







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Created: 8/2016

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,
Party of the First Part.

H. Taylor - Portersiele Calif
Party of the Second Part.

Sec. of 7 Tp. 10 R.17.

Buenavista 15- 1916

AGREEMENT

| This Agreement, Made this 5- day of April 1916 |
|--|
| by and between the TWIN FALLS CANAL COMPANY an Idaha corporation |
| party of the first part, and A. P. Taylor of Portunille Coip. |

party of the second part, witnesseth:

Whereas, the following described land, to-wit: Lots 36-37-41-42

46-47-48-49 + 50 Buena Vista addition
To Twin Falls

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 be borne by the first party; but, the second party agrees to reimburse the first party to the extent of dollars (\$15,00) 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 acknowledge 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 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 hand the day and year first above written. It has all the according in Falls CANAL COMPANY,

By Secretary

A.P. Taglor

By E.B. Critheron

allowing in tack

Contract # 54 H. P. Taylog by EB Critchlow atty in feel. tols 36-37-41-42-46-47-48-49+50 Queno breta addition to Jurin Falls. Eleven well have been ducted on the land and 1450ft. 6" tile. 150ft 8", 150ft. 10" and 530 ft 15" tele laid. The response to the conte was une dists and frommer Is backermanent. Eleven acre evere drained Caxani June 22-1918





