

CONTRACT 62

Hugh Reed

Legal Description: W1/2 SE1/4SW1/4

Section 21 Township 10 South Range 17 East







This map is for informational and reference purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Useres of this information should review or consult the primary data, and information sources to ascertain the usability of information.

D.Z **AGREEMENT** WELL DRAINAGE TWIN FALLS CANAL COMPANY, Party of the First Part. Party of the Second Part. tota DE Aco Sec. 21 Tp. 10 R.17 Dept 26 1916

AGREEMENT

This Agreement, Made this 6 day of 191
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and Nugh Clead.
party of the second part, witnesseth:
Whereas, the following described land, to-wit:
NW theh 21 270.10 pr 17
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 en-
gineer 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
Fufteen 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.

hand of its secretary; and, the second party has set his hand the day and year

first above written.

TWIN FALLS CANAL COMPANY,

By O Secretary

Contract # 62 Hugh & Red. Form Jales odols 102 SE. JW M 21-10-17. The data available in the company office show that 4 wells have been krilled on this land. - The acre drained.







