



# AGREEMENT

## WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

*Albert E. Hansen*

Party of the Second Part.

*Lot 1*

Sec.

*7*

Tp.

*10*

R.

*16*

*Oct 17*

191*6*

*No work*

# AGREEMENT

This Agreement, Made this 17 day of Oct 1916

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,  
party of the first part, and Albert E. Hanson

party of the second part, witnesseth:

Whereas, the following described land, to-wit:

Lot 1 Sec 7 Tp 10 South Range 16 E.B.M.

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 J.C. Postersfield, 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 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 Fifteen dollars (\$15<sup>00</sup>) 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 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 his hand the day and year first above written.

TWIN FALLS CANAL COMPANY,

By W.O. Taylor Secretary

Albert E. Hanson

Albert E. Hansen

Cont. # 74.

Lot 1 - Sec. 7-10-16

- 2 1/2 <sup>acres</sup> effected. -

No work done.

The seepage area lies along Cedar Draw on the east side, south of the R.R. line.

The present wet area is about 100 ft. wide, just east of the draw about one (1) acre. The land just above this has been effected for a distance of about 250 to 300 ft. from the Draw.

This land is owned by the Hiler Sugar Co at present.

Aug. 13 1920

L. H. Purme

Contract # 74.

Albert E. Hansen.

Lot 1 - 7-10-16.

Not completed -

May 28 - 1918 O.H.T.