

CONTRACT 87

W.E. Wallace

Legal Description: Pt. SE NWNE

Section 22 Township 10 South Range 17 East







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Created: 8/2016

87

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,
Party of the First Part.

Party of the Second Part.

Party of the Second Part.

Part SE14 NW14 NE1

Sec. 2 2 7 2 2 1916

Lee Contract 166

AGREEMENT

This Agreement, Made this 23 day of Dec 1916
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and W. E. Mullace
party of the second part, witnesseth:
Whereas, the following described land, to-wit: Jarh of 86140
nw/4 TUE'14 Douth of Railroad -
Deetion 22, Township 10. 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
une 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 (\$\sqrt{5}\cdot\cdot\cdot\cdot\cdot\cdot\cdot\cdot
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.
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 Me hand the day and year
first above written. TWIN FALLS CANAL COMPANY,
BySecretary
BySecretary

See # 166 New Contract

W. E. Walloce

Con'f. # 87 Part S.E. N.W. NE. 22-10-17

> Aug. 1920 L.A. Perrine

Contract # 87 W.E. Ivallace From Jules Adoks

Part S.E. Wh. ME 22-10-17

Mathing has been done on this land.

A trench has been dug along

the O. S. S. sailroad sight of long

to frain the borrow pit which formerly

stood full of water. The culout

under the track is too high

to palisfactorly accomposible this.

Moy 31-1918. Milaris

