



**CONTRACT
No. 169**

**Mary Etta
Gulick**

Legal Description:
NW1/4NW1/4

Section 27
Township 9 South
Range 16 East

Legend

- Man Holes
- Observation Wells
- Tunnel Portals
- Vertical Shafts
- Wells
- Drains
- Tunnels
- City Limits
- Canals
- Roads
- Section Line
- Parcels



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. Users of this information should review or consult the primary data, and information sources to ascertain the usability of information.

169

139599

Agreement.

Mary Etta Gulick
to
T. F. Canal Co.,

W O Taylor

5
R 34
Dec 21

C A & B

115
J. J. Bowen
Deputy.

160

Twin Falls Canal

City

TWIN FALLS CANAL COMPANY

BY Mary Etta Gulick

On this 21 day of Dec 1908
I, J. J. Bowen, Deputy Recorder of
Twin Falls County, Idaho, do hereby certify that the within instrument
is a true and correct copy of the original as the same appears in my
office and is subscribed by the person whose name is subscribed to the within instrument
and is subscribed in my presence and before me, known to me
as the Secretary of the Twin Falls Canal Company, and acknowledged
to be the person whose name is subscribed to the within instrument
County and State, personally or by some one known to me
to me that he subscribed the name of the Twin Falls Canal Company
thereof as principal, and his own name as Secretary.

A G R E E M E N T .

DRAINAGE BY COOPERATION.

THIS AGREEMENT, Made this 28th day of Dec., 1921
by and between Mary Etta Subick of Filer, Idaho, party
of the first part, called the "Owner", and the TWIN FALLS CANAL
COMPANY, an Idaho Corporation, of Twin Falls, Idaho, party of the
second part called the "Company."

WHEREAS, the following described land belonging to the owner
to wit Forty acres in the NW⁴-NW⁴ Sec. 27-9-16
, is at present being threatened by seepage, and
whereas, the owner is about to install a drainage system, com-
prising ditches, tile, drains, and drainage wells on and near said
land under the direction of the Company's engineer in an effort to
determine the effect of such works in draining said lands.

NOW, THEREFORE, in consideration of the premises it is here-
by agreed:

(1) That the Company may at its option and under the direct-
ion of said engineer locate the lines upon which said drainage
works shall be installed, the number, size, depth, character and
location of trenches, drain tile, wells, etc., and shall have the
right to enter on said lands and do any and all things reasonably
necessary in the furtherance of said work. That any person or
persons whose land depend upon these works for drainage shall
have the right to enter on these lands to join to, construct and
repair or maintain these drains.

(2) That no willows or poplar trees are permitted by the
owner to grow within one hundred (100) feet of these tile lines.

(3) That the owner will protect the tile lines against any
and all damage resulting from filling with roots or filling up
open outlets, or the breaking into the tile by surface waters, or
from any other cause.

(4) That the owner shall excavate the trenches, deliver and
lay the tile, join the wells thereto, cover the joints of the
tile with sand, fill and properly puddle the trench all under the
direction of the Company's engineer.

(5) That the Company shall pay to the owner the sum of 27¢
per cu. yd. for such trench excavation in earth, gravel or loose
rock that can be handled with pick and shovel, that shall be
found of the proper depth and width, furnish tile and gravel at
the Company's yards at Filer, and drill such drain-
age wells as the Company believes necessary.

(6) That this contract is made for cooperation and division
of expense only. That the Company does not in any wise admit or
acknowledge that the seepage herein-before referred to or any part
thereof, is the result of any neglect or other act or omission
on the part of the Company, or that it is in any wise responsible
for the reclamation of same, or that the Company in any way ad-
mits or acknowledges a liability on account of same, or liability
or responsibility to install the said, or any system of drainage,
or the right of the owner to damage.

(7) That should a flow of water be obtained by reason of
said wells and tile drains, the same shall be subject to the
use of the Company for irrigation, and the owner will grant to
the Company a free easement and right-of-way for ditches or water-

AGREEMENT, DRAINAGE BY COOPERATION, (Continued)

(7) Cont'd.) ways necessary to convey such waters to the place or places desired by the Company in order to utilize or dispose of the same.

(8) That the successors and assigns of the parties hereto are bound hereby.

IN WITNESS WHEREOF, the first party has set hand and the second party has caused the same to be executed by the hand of its Secretary.

BY Mary Etta Gulick

TWIN FALLS CANAL COMPANY.

By W. O. Taylor
as Secretary

STATE OF IDAHO
COUNTY OF TWIN FALLS

On this 28th day of Dec., 1921, before me, L. H. Perrine, a Notary Public in and for said County and State, personally appeared W. O. Taylor, known to me to be the person whose name is subscribed to the within instrument as the Secretary of the Twin Falls Canal Company, and acknowledged to me that he subscribed the name of the Twin Falls Canal Company thereto as principal, and his own name as Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate above written.

L. H. Perrine
Notary Public.

My commission expires Dec 21, 1924

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss.

On this 28th day of Dec., 1921, before me L. H. Perrine, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared _____

Mary Etta Gulick and _____
being the first part to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first part; and duly acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of Dec., 1921.

L. H. Perrine
Notary Public.

My Commission expires Dec 21, 1924

Main Etta Gulick Agreement.

Mary E. Gulick

Jan 14-'32

Contract # 169

NW. NW-27-9-16 Date - 12/28/1921

Area effected - 172 acres

" still wet about 2 acres
along the canal in the southeast
corner of the 40. The remainder
of the effect has been very well
drained.

Tile laid to date is

6"	8"	10"	12"	15" Tile
267'	152'	2139'	567'	940 Ft.

Total length is 4065 Ft

Total number of wells - 85

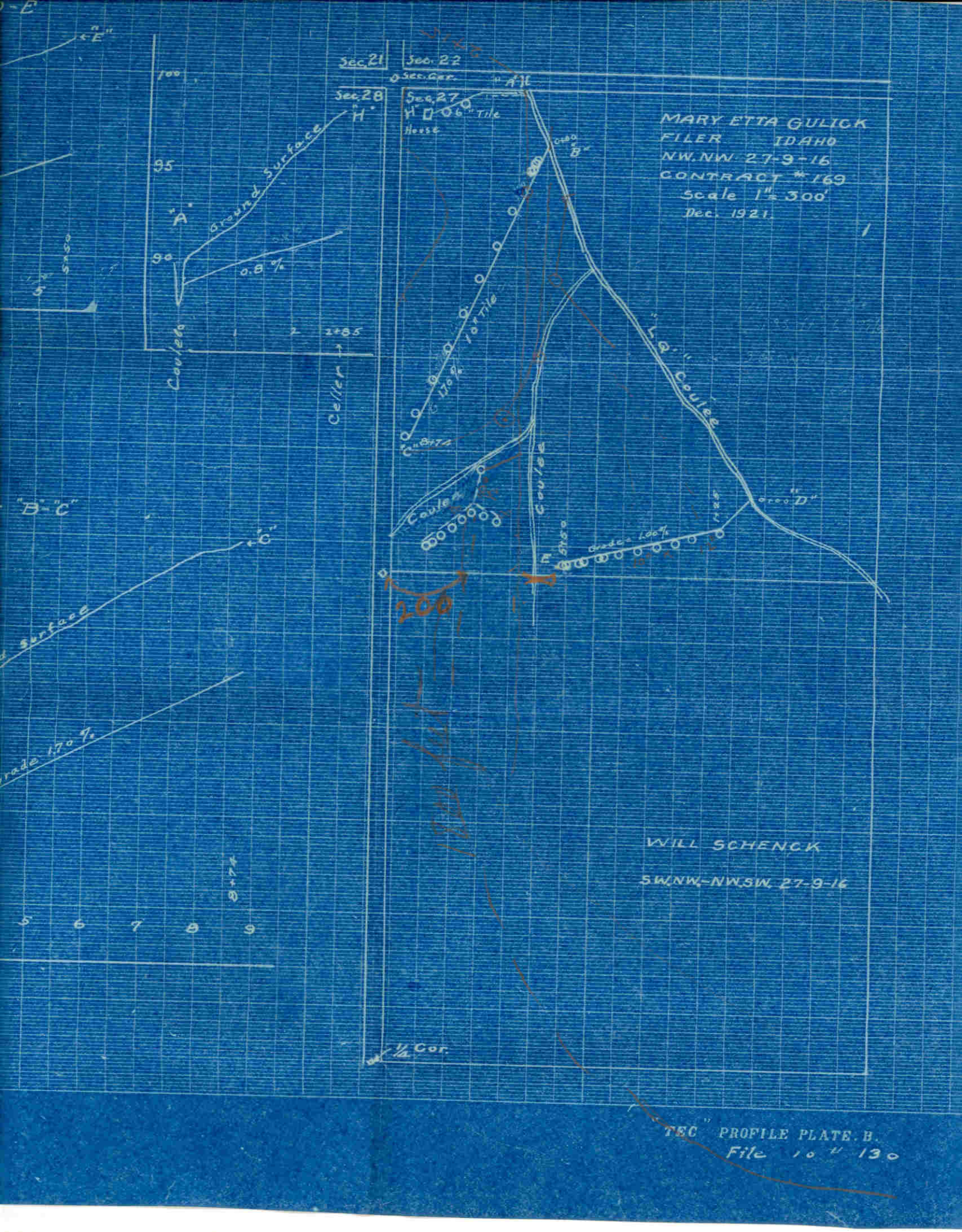
This work was begun in 1921
when the north west line and the
southeast line was laid

The average depth was 6 feet

In 1922 a short line was built
in conjunction with the Schenck
drain.

In 1926 the larger tile was
laid up thru the center. To this
line the new schenck drain was
connected to in 1931

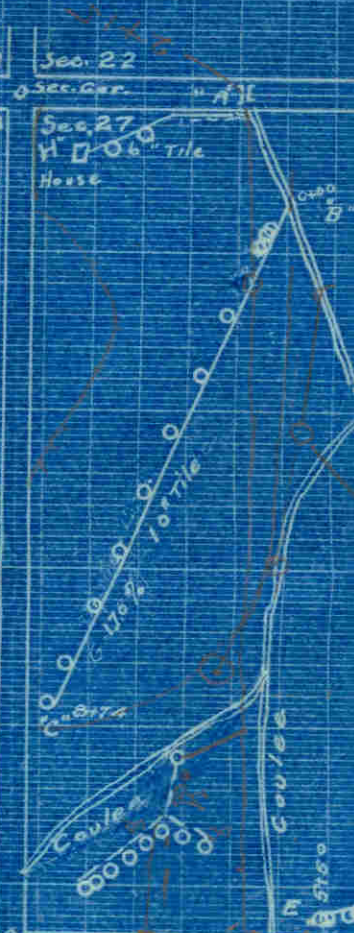
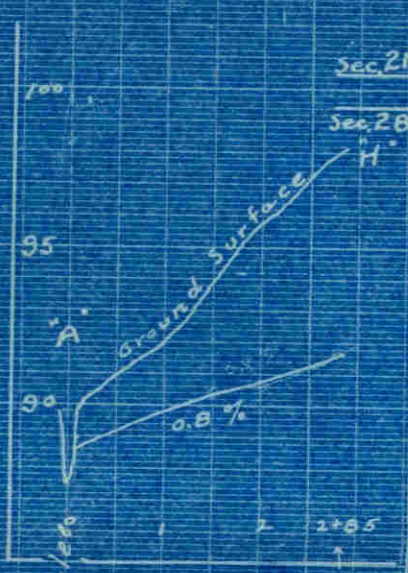
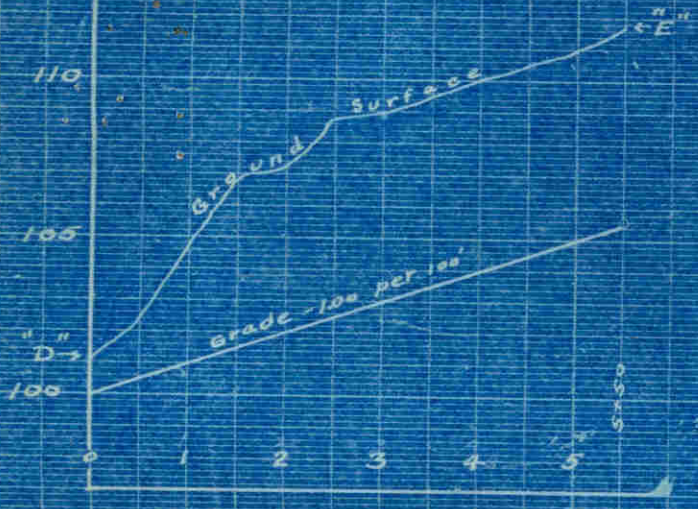
Y.S.P.



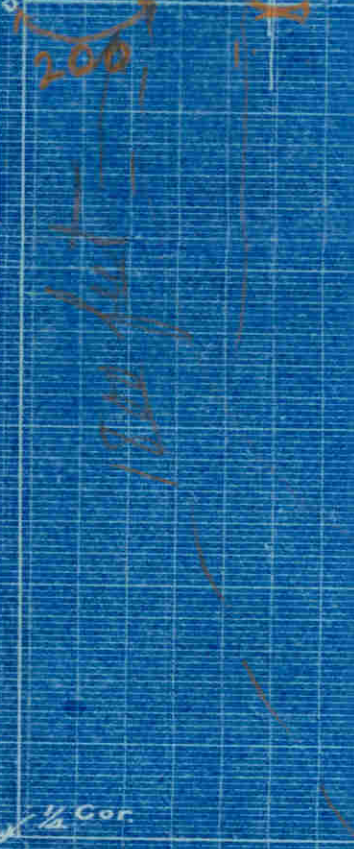
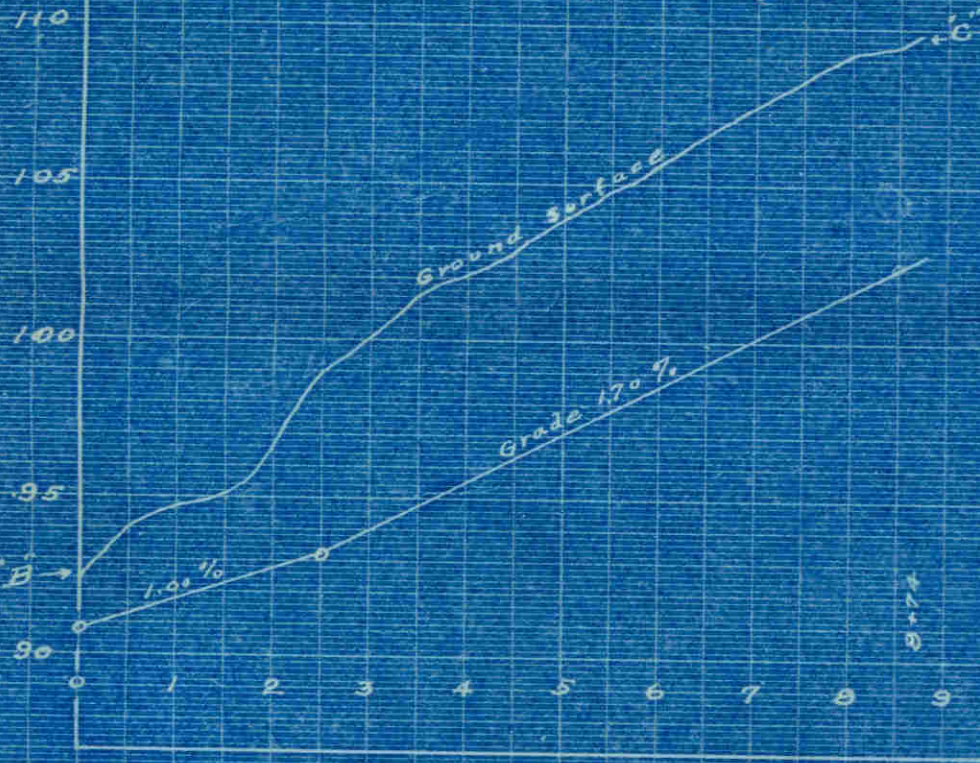
WILL SCHENCK
 SW, NW, - NW, SW. 27-9-16

"TEC" PROFILE PLATE, B.
 File 104130

PROFILE LINE "D-E"



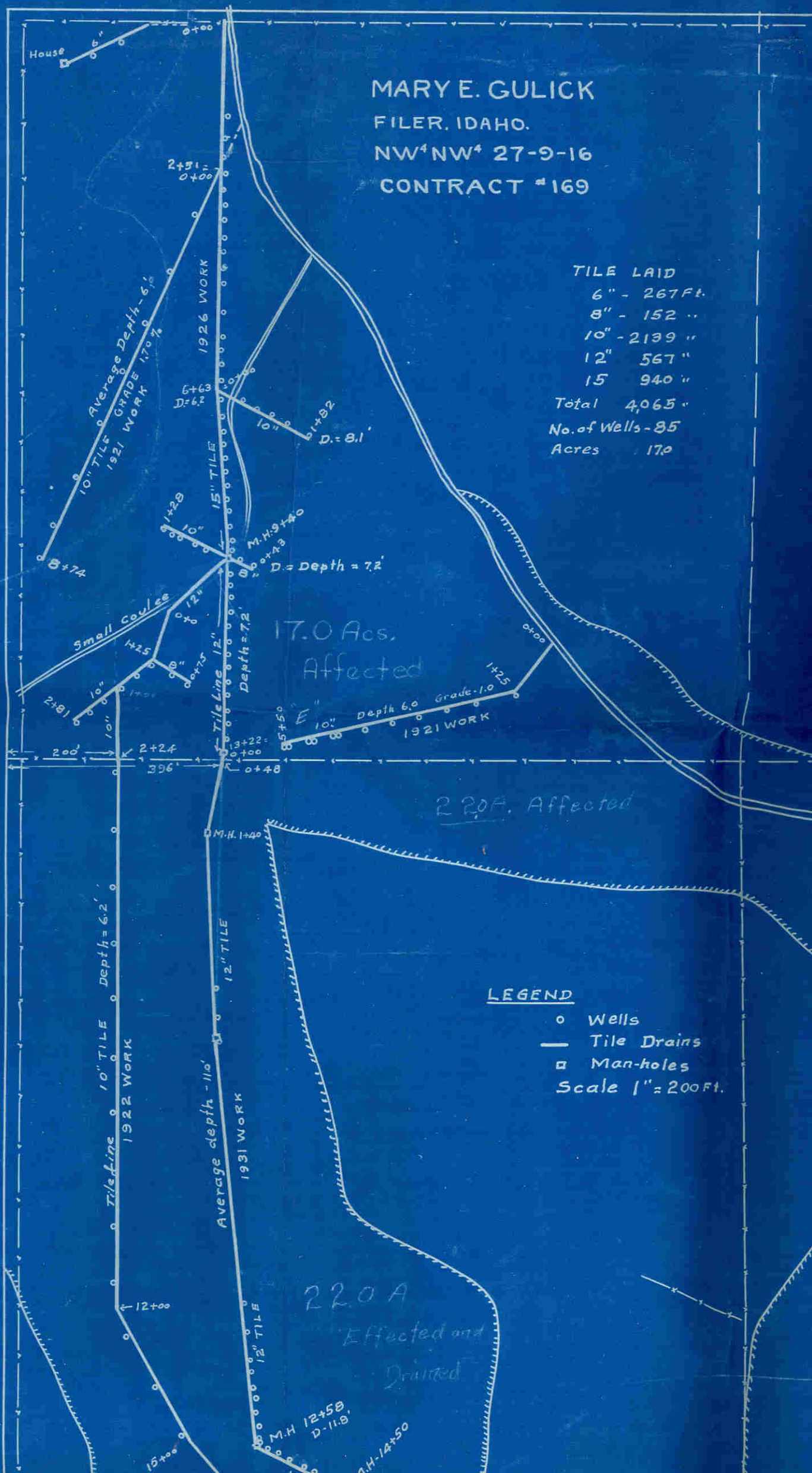
PROFILE LINE "B-C"



MARY E. GULICK
 FILER, IDAHO.
 NW⁴NW⁴ 27-9-16
 CONTRACT # 169

TILE LAID

6"	267 Ft.
8"	152 "
10"	2139 "
12"	567 "
15"	940 "
Total	4,065 "
No. of Wells	85
Acres	170



17.0 Acs.
 Affected

220A. Affected

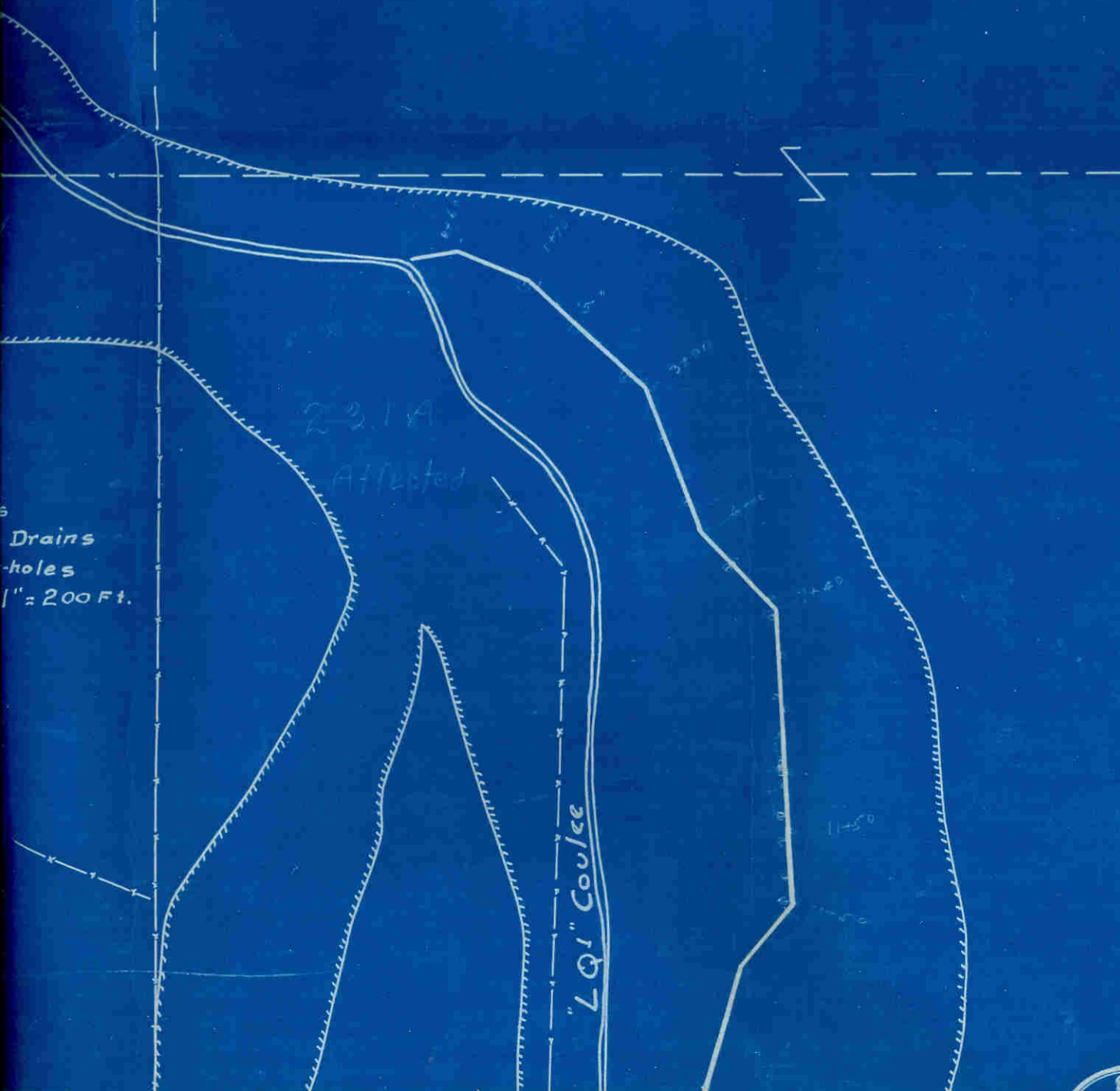
220A
 Affected and
 Drained

LEGEND

- Wells
- Tile Drains
- Man-holes
- Scale 1" = 200 Ft.

AID
267 Ft.
152 "
2139 "
567 "
940 "
1065 "
5-85
170

JAS. BLAKLEY
FILER, IDAHO
E²NW⁴ 27-9-16
CONTRACT #203

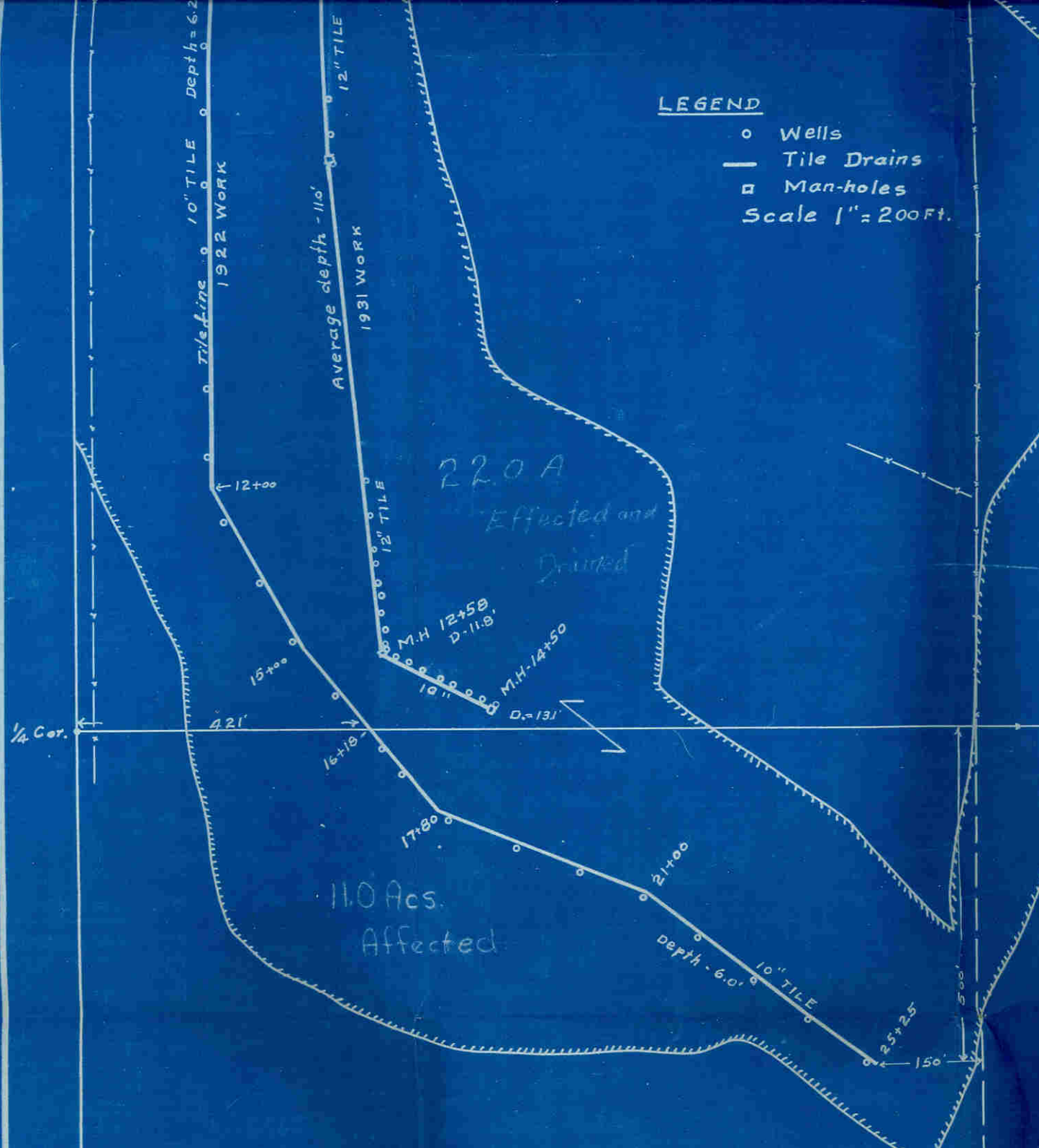


Drains
holes
1" = 200 Ft.

"LQ1" Course

23.1A
Affected

0



LEGEND

- Wells
- Tile Drains
- Man-holes
- Scale 1" = 200ft.

Wm. SCHENCK
 DECATUR, ILL.
 SW⁴NW⁴N²SW⁴ 27-9-16
 CONTRACT #202

<u>1922 WORK</u>	
Tile Laid - 10"	2325 Ft.
No. of Wells	24
<u>1931 WORK</u>	
Tile Laid - 12"	1258 Ft.
10"	192 "
No. of Wells	21.

alls
e Drains
n-holes
1" = 200 Ft.

2-2.1A
Affected

"LQI" Coulee

4.5 Acs.
Affected



WORK
2325 Ft.
24

WORK
2" - 1258 Ft.
3" 192 ..
21.

4.5
11.0

15.5