



CONTRACT  
No. 202

Wm. Schenck

Legal Description:  
SW1/4NW1/4  
NW1/4SW1/4

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



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Created: 8/2016



202

Wm Schenck

Agreement.

Will Schenck,

to  
H. F. C. Co.

EX 1000

CLAIM BY THE CLAIM COMMISSION

EX Hill Schenck

STATE OF IDAHO  
County of Twin Falls

I hereby certify that this instrument  
filed for record at request of  
W O Taylor  
47 minutes past 4  
o'clock P. M., this 30  
day of Dec A. D, 1922 in my  
office and duly recorded in book 8  
of C A B at  
page 410

C C Higgins

County Recorder.

J. H. Church

Deputy.

Filed to:  
Twin Falls Canal Co  
City

AGREEMENT, DR A G R E E M E N T . (Continued).

202  
DRAINAGE BY COOPERATION.

THIS AGREEMENT, Made this 27<sup>th</sup> day of November, 1979, by and between, Will Scherer, Governor of 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: 202 acres in the SW 1/4 NW 1/4 & NW 1/4 SW 1/4 Sec. 27- T. 9 R. 16 E., is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprising 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 hereby agreed:

(1) That the Company may at its option and under the direction 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, reconstruct 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 Twin Falls, Idaho, and drill such drainage wells as the Company believes necessary, and drill and blast such rock that cannot be handled with pick and shovel.

(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 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 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 Assistant Secretary.

BY Will Scherer

TWIN FALLS CANAL COMPANY.

BY W. O. Taylor

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss.

On this 13<sup>th</sup> day of December, 1922, 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 Assistant 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 Assistant 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.

My Commission expires, Dec. 21, 1924.

L. H. Perrine  
Notary Public.

Idaho  
STATE OF ~~IDAHO~~ )  
Idaho ) ss.  
COUNTY OF ~~TWIN FALLS~~ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared \_\_\_\_\_

Will Scherer

being the first part y, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first part y; and duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27<sup>th</sup> day of November, 1922

My Commission expires, May 9<sup>th</sup>, 1925.

Perrine  
Notary Public.

Wm Schenck

Jan 14 - 1932

Contract # 202 - 4/27/1922

SW NW 7 1/2 SW 27-9-16

Area effected is 37.5 acres

Practically all has been reclaimed  
by the new deep-drain constructed  
1931. There was a very

small area in the northeast  
corner of the SW NW that stilled  
showed wet in Oct. 1931

Length of tile

Old work - 2425 - 10" Tile

23 wells drilled on old tile line  
average depth - 6.5 feet - of trench.

New work - 1930 which was much  
deeper 11.5 feet average throughout.

Length of new drain - 1450 feet

Wells drilled - 21; average depth 50 ft.

Tile laid  $\frac{12'' \text{ Tile}}{1258'}$

$\frac{10'' \text{ Tile}}{192 \text{ FT}}$

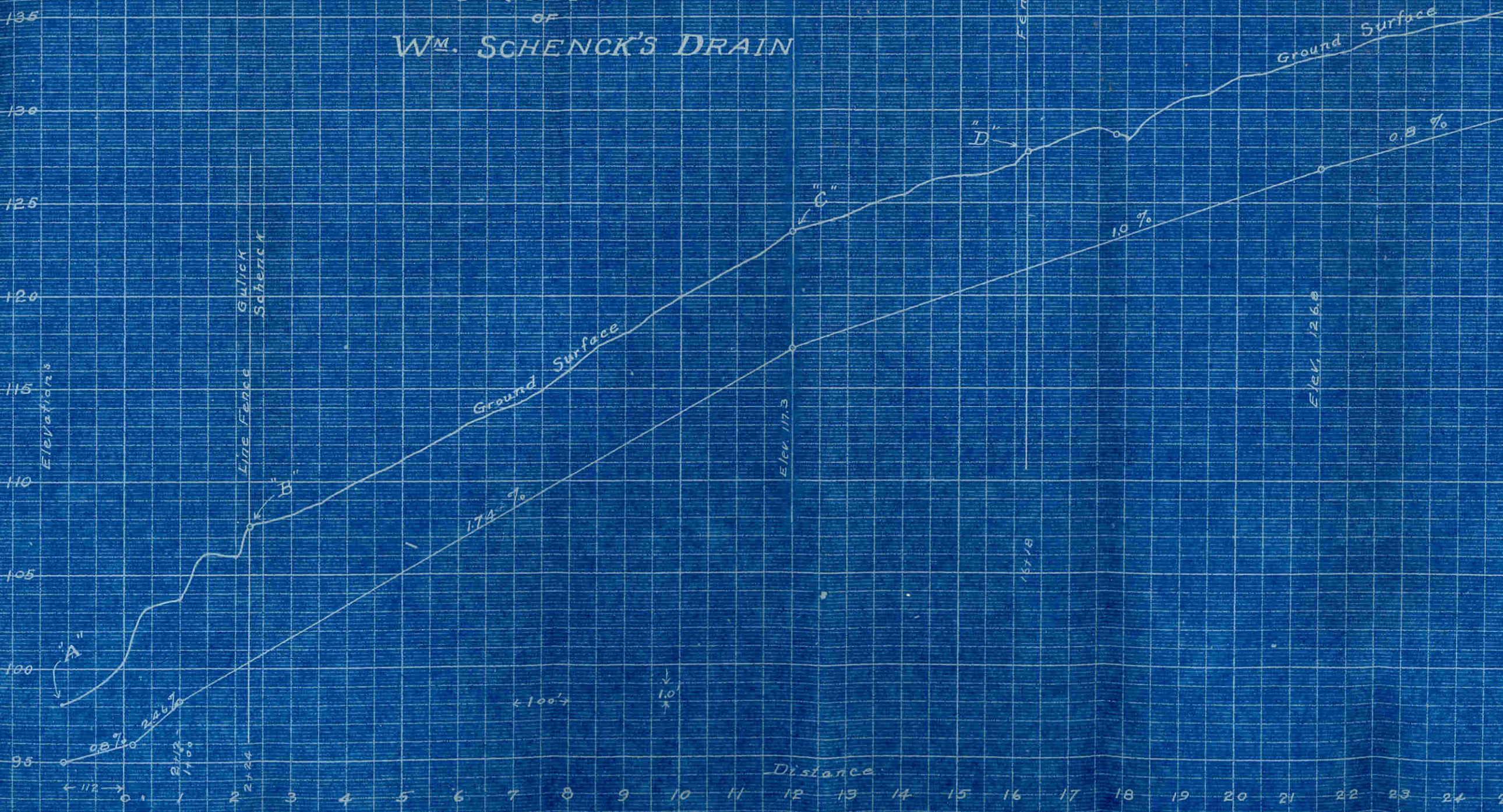
Total cost - 2407.84

Cost per foot 1931 - \$1.66 per foot Complete

L.H. Deming  
Eng.



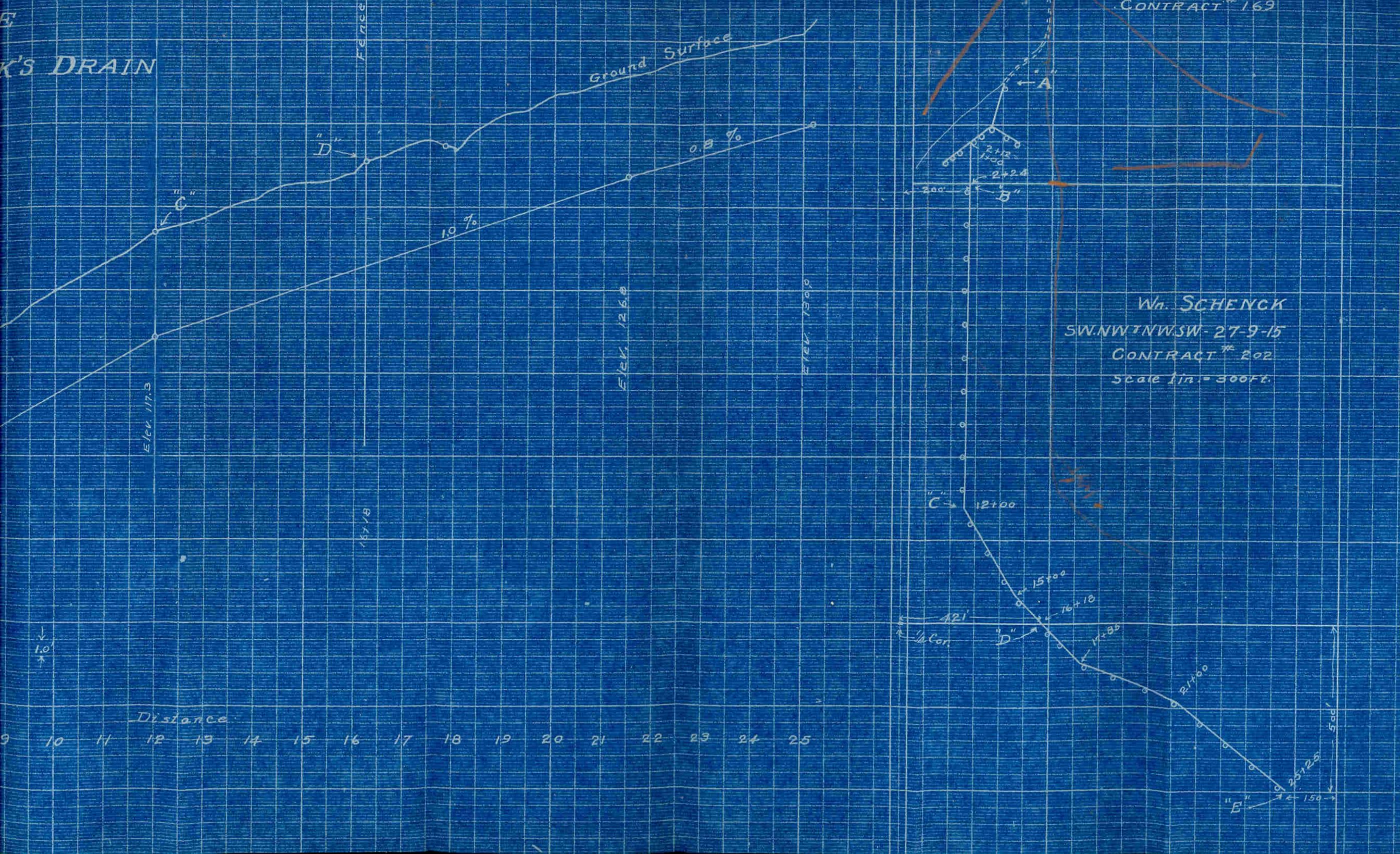
# PROFILE OF WM. SCHENCK'S DRAIN





K'S DRAIN

CONTRACT # 169



Ground Surface

FENCE

"D"

"C"

10%

0.9%

Elev. 117.3

157.8

Elev. 126.0

Elev. 130.0

Wm. SCHENCK  
 SW.NW1/4NW1/4 27-9-15  
 CONTRACT # 202  
 Scale 1 in = 300 ft.

"C"

12+00

15+00

16+10

17+85

21+00

25+25

"E"

421

"D"

Distance

9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

1.0'

500'

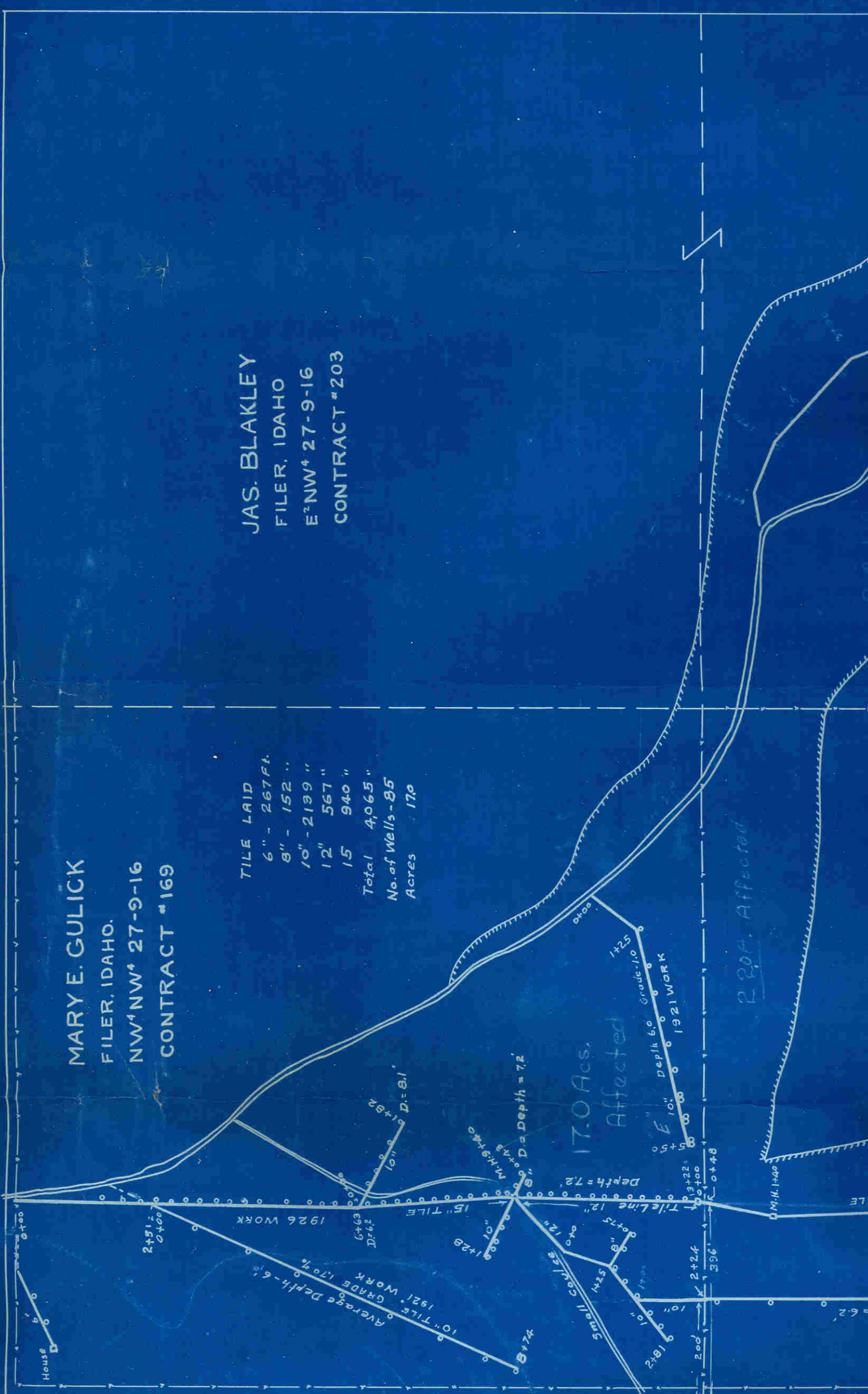
150'



MARY E. GULICK  
 FILER, IDAHO.  
 NW<sup>1</sup>NW<sup>4</sup> 27-9-16  
 CONTRACT #169

JAS. BLAKLEY  
 FILER, IDAHO  
 E<sup>2</sup>NW<sup>4</sup> 27-9-16  
 CONTRACT #203

TILE LAID  
 6" - 267 Ft.  
 8" - 152 "  
 10" - 2139 "  
 12" - 567 "  
 15" - 940 "  
 Total 4,065 "  
 No. of Wells - 35  
 Acres 170



17.0 Acs.  
 Affected

220 F. Affected

Average Depth - 6 1/2"  
 10" TILE GRADE 1.70%  
 1921 WORK

1425  
 10" depth 6.0  
 1921 WORK

10" D. Depth = 8.1  
 10" TILE

1428  
 10" D. Depth = 7.2  
 10" TILE

1425  
 10" D. Depth = 7.2  
 10" TILE

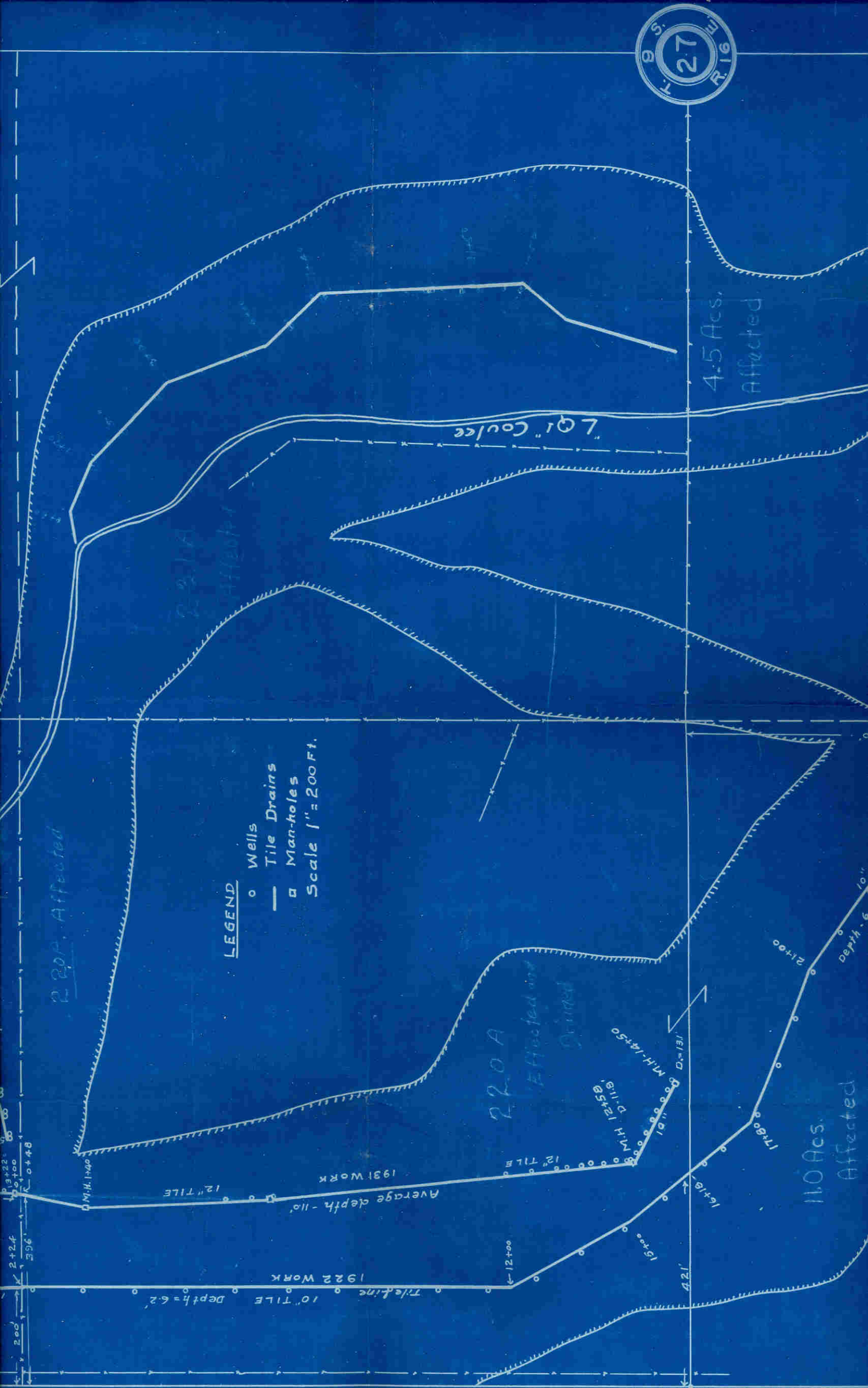
1425  
 10" D. Depth = 7.2  
 10" TILE

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 10" D. Depth = 7.2  
 10" TILE

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 10" D. Depth = 7.2  
 10" TILE

1425  
 10" D. Depth = 7.2  
 10" TILE





220A Affected

LEGEND

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

220A Affected

4.5 Acs. Affected

11.0 Acs. Affected

2+200  
2+204  
356  
3+220  
4+200  
K 0+48

10" TILE  
Depth = 6.2'  
1922 WORK

12" TILE  
Average depth - 11.0'  
1931 WORK

12" TILE

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D = 131'

21+00

Depth = 6' to 10'

17+80

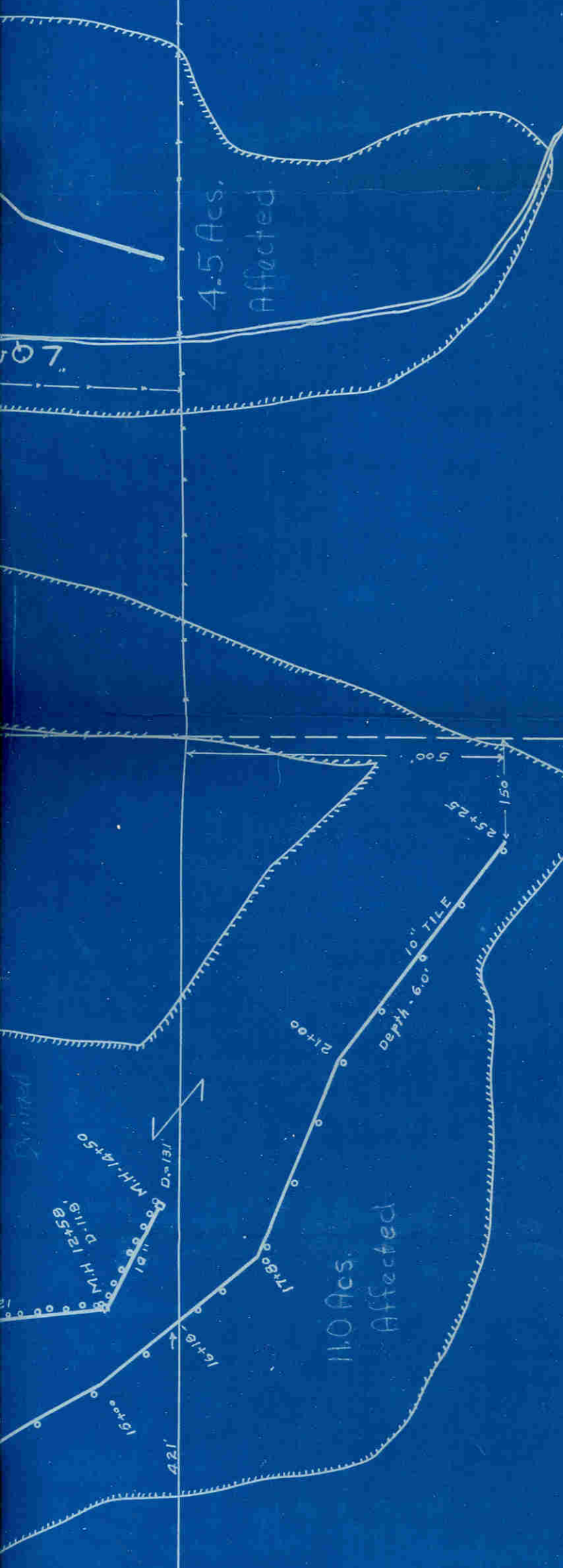
16+18

421'

15+00

← 12+00





Wm. SCHENCK  
 DECATUR, ILL.  
 SW<sup>4</sup>NW<sup>4</sup>N<sup>1</sup>SW<sup>4</sup> 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.

4.5  
 11.0  
 2.0  
 37.5