

CONTRACT 204

H.C. Vanausdeln

Legal Description: W1/2NW1/4

Section 12 Township 10 South Range 16 East





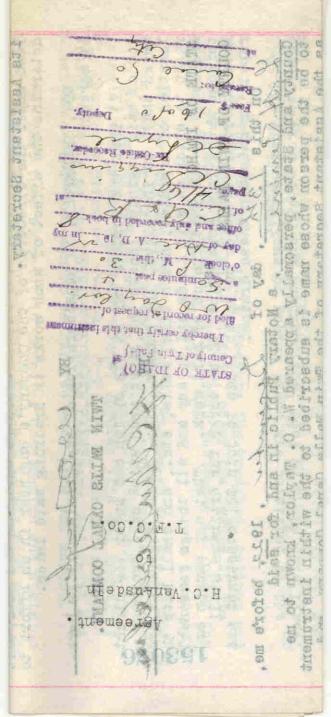




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Created: 8/2016

C Vanandlen



AGREEMENT.

COOPERATION.

204 by and between to made this 13th day of December, 1922, by and between to musuallen of him falls, 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".

determine the effect of such works in draining said lands.

NOW, THEREFORE, in consideration of the premises it is hereby agreed: TWIN BALLS CANAL COMPANY.

- (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 rejutain these drains. 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 the Company believes necessary, 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-

292-6 -1-(7-A* It is understood that any remodeling of the present lines of tile will be done at the Canal Company's expense).

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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 W.O.Jaylor.
TWIN FALLS CANAL COMPANY.
E 2 Competsive
STATE OF IDAHO
COUNTY OF TWIN FAILS) 88.
on this 13th, day of December, 1929, before me,
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 12/21 1924 Notary Public.
12/21, 1924 Notary Public.
ORIANTA O TETRATIO
STATE OF IDAHO) ss.
COUNTY OF TWIN FALLS)
On this 13th, day of December, 1922 before me, the Lerrine a Notary Public in and for Twin Falls County, State of Idaho, personally appeared
A C. Van Rusdelen and
being the first party to the above and foregoing instruement,
known to me to be the persons who subscribed the same as said first party; and duly acknowledged to me that he executed the same.
the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this /3 th., day of, 19 2 ?
My commission expires 12/2/2, 1924. Notary Public.
12/2/, 1924. Notary Public.

2 04 H. C. Van Ausdeln NW 4 12-10-16

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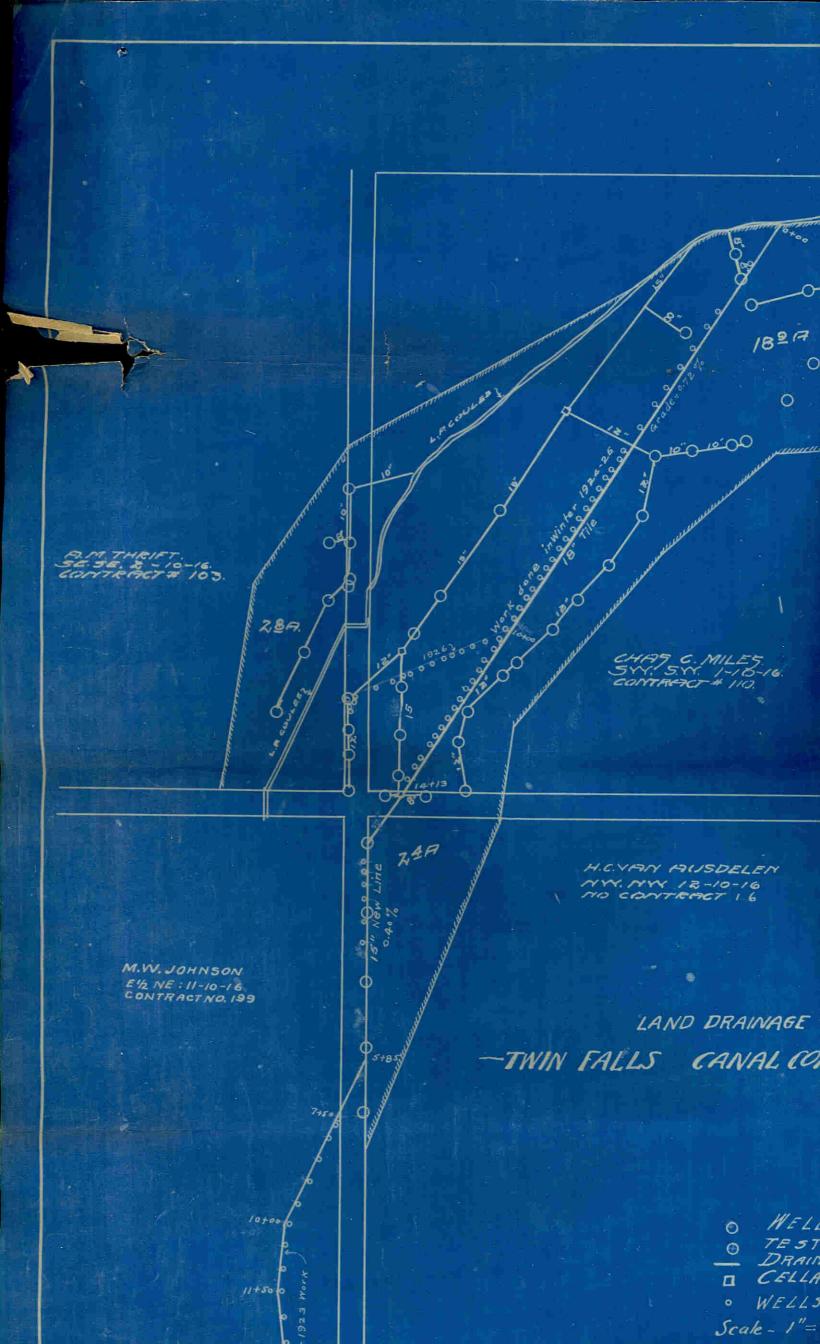
token up and relaid with 154

along the west side in 1922-23.

6 new wells were delled on

this line in Spring of 1926

L. H. Cerring



18º F 0 DAYTHACT# 103. 289 24A H.C.YAN AUSDELEN MY. MYY 12-10-16 NO CONTENCT 16 M.W. JOHNSON E'L NE : II-10-16 CONTRACTNO. 199 LAND DRAINAGE TWIN FALLS CANALO 0 WEL Scale - 1

00 0 0 0 HAT. C. MILET. Z9º 17. -115. ST PITS. AINS 'L5-New Work-1921 "= 200'

A 0 0 0 CHAT. C. MILET. SE.SW. 1-10-16 CONTRACT \$ 110 B Q 8, 57 F. GE COMPANY Z9º 17. ELLS. EST PITS. RAINS: ELLARS 115- New Work-1921 1"= 200'

SYLVESTER LAW SY. SE. 1-10-16 CONTRACTE 34. 51A 0 12917

