

CONTRACT  
No. 207

Van Ruiswyk

Legal Description:  
NW1/4SW1/4

Section 21  
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





207

John Ruiswijk

Agreement.

John Von Ruiswijk.

to

F.F. Canal Co.

COMMISSIONER OF TWIN FALLS COUNTY IDAHO

...agreed to be first ...  
...the Assistant Secretary of the Twin Falls Canal Commission ...  
...to be the person whose name is subscribed to the within instrument ...  
...County and State, personally appeared ...  
...a Notary Public in and for said ...  
...before me, ...  
...known to me ...  
...in my ...  
...in my ...  
...before me, ...  
...known to me ...  
...in my ...  
...before me, ...  
...known to me ...

NORTH OF IDAHO }  
County of Twin Falls } ss

...that this instrument ...  
...at request of ...  
Chas. Taylor  
16  
1925  
James  
21 35

Con. & Agreement  
4.30  
1925

1  
2  
3  
4  
W.C. Taylor  
City

A G R E E M E N T .

DRAINAGE BY COOPERATION.

THIS AGREEMENT, Made this 207 4th day of Jan, 1923  
by and between John Von Ruiswijk of Stiter, 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  
towit: \_\_\_\_\_ acres in the N.W. SW-21-9-16  
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 Stiter, and drill such drain-  
age 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 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 Assistant Secretary.

By John Van Ruiswijk

TWIN FALLS CANAL COMPANY.

By W. O. Taylor  
Assistant Secretary.

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss.

On this 4th day of January, 1923 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, 12-21, 1924

L. H. Perrine  
Notary Public.

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss.

On this 4th day of January, 1923 before me, L. H. Perrine, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared \_\_\_\_\_

John Van Ruiswijk and \_\_\_\_\_  
being the first party to the above and foregoing instrument, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of Jan, 1923

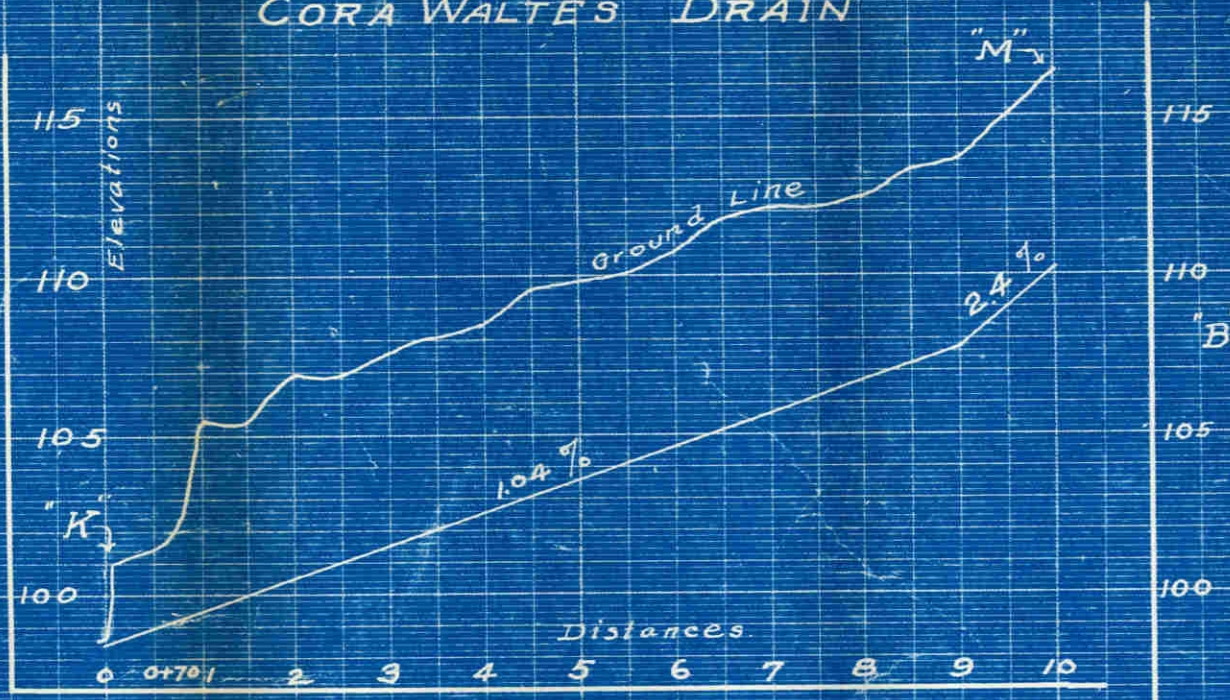
My Commission expires 12-21, 1924

L. H. Perrine  
Notary Public.

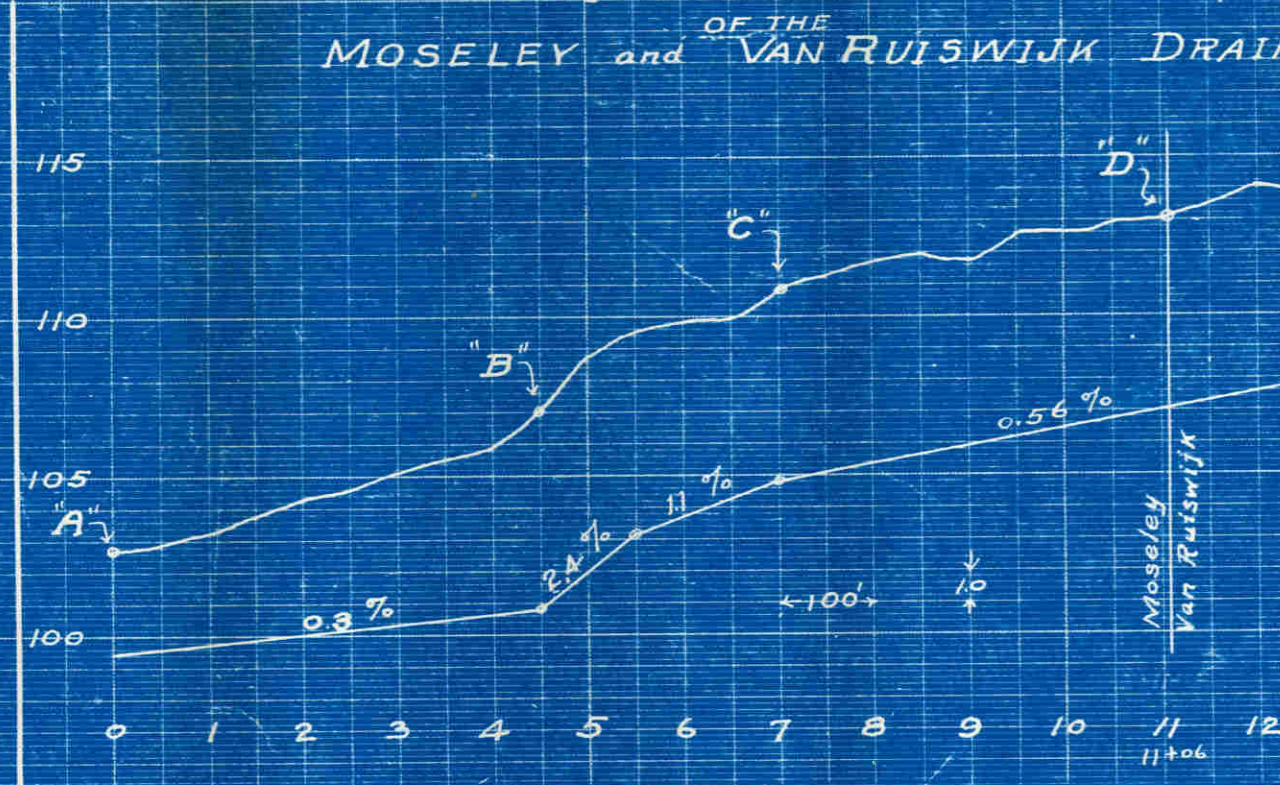


10 - 163  
10 - 163

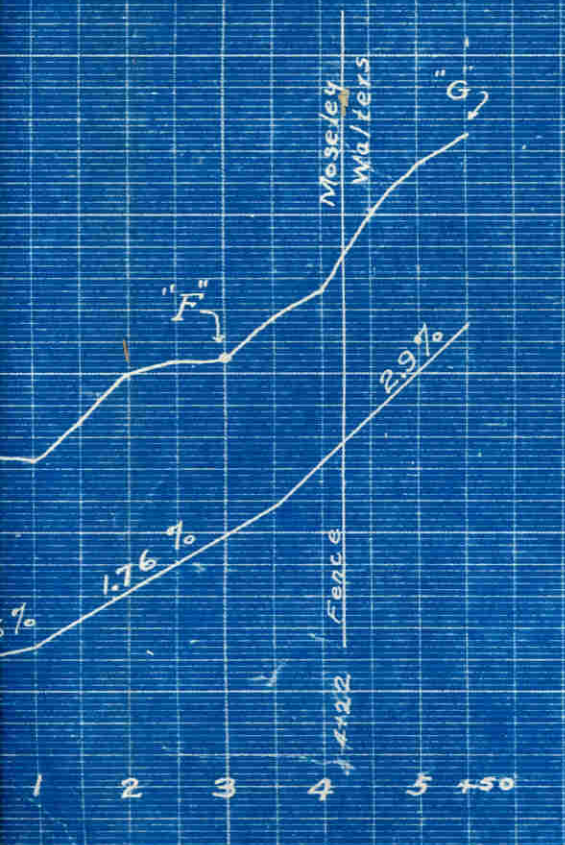
### PROFILE OF THE CORA WALTERS DRAIN



### PROFILE OF THE MOSELEY and VAN RUISWIJK DRAIN

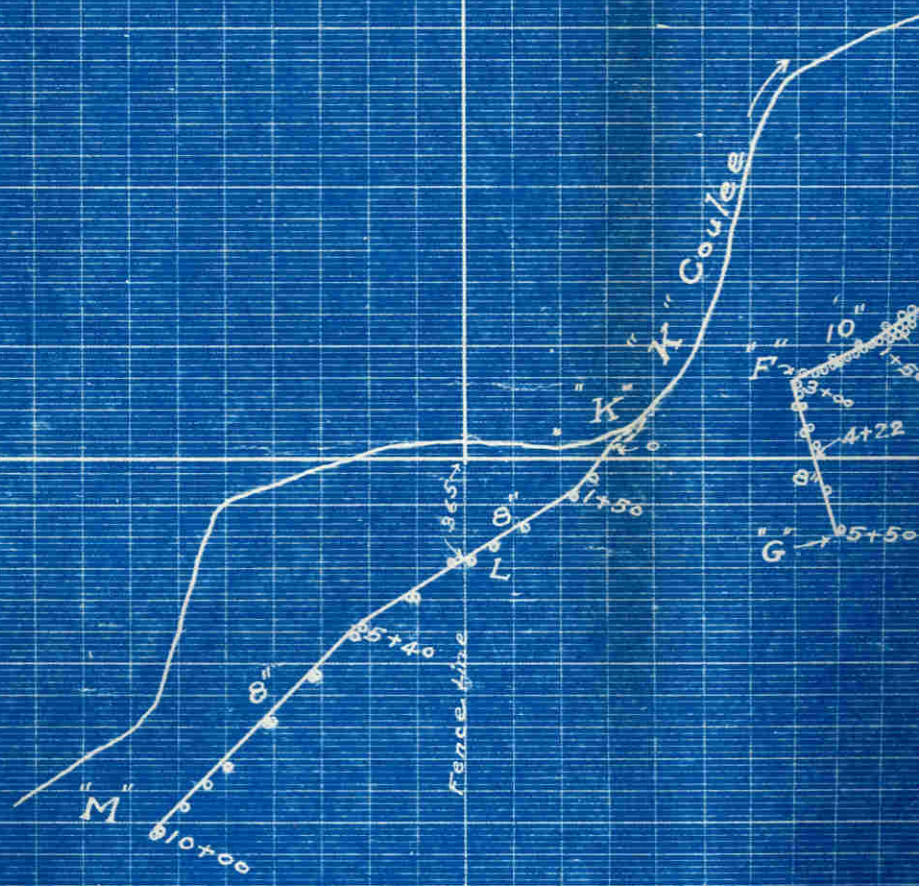






JESSIE MOSELEY  
NESE - 20-9-16  
CONTRACT # 208

24 New Wells in 1934  
and Wells were drilled deeper



11 Well drilled or Old Wells  
drilled deeper 1934.

CORA WALTERS  
S 1/2 - SE 1/4; 20-9-16  
CONTRACT # 209

13 14 +50

Section Line Road

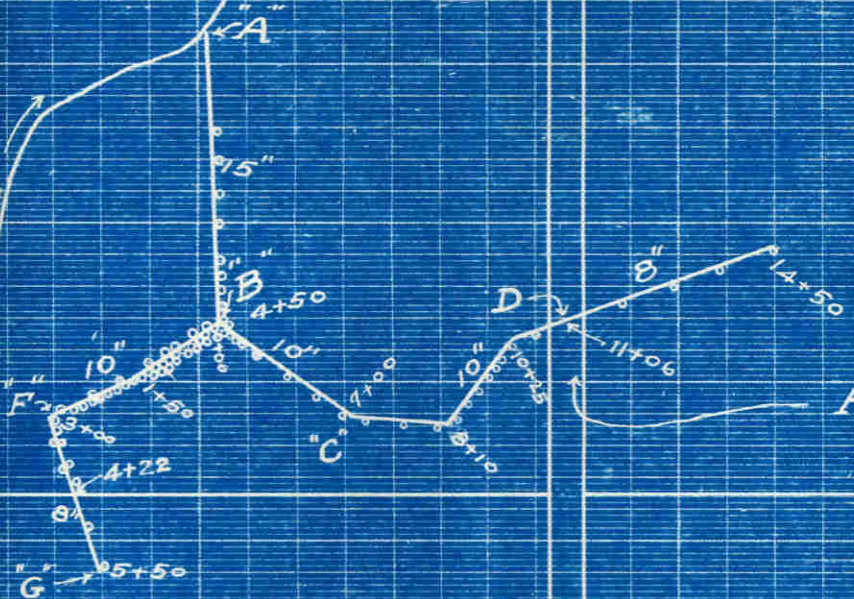


MOSELEY  
20-9-16  
ACT # 208

in 1934  
drilled deeper

JOHN VAN RUTSWIJK  
NW-SW-21-9-16  
CONTRACT # 207  
Scale 1" = 300'

FILE HIGHWAY DIST.  
CONTRACT # 211



Section Line Road

Scale 1" = 300'

20 21  
Sec. Cor →  
29 28

801-01  
10-193

File # 1010 # - 163