



CONTRACT
230

Robert Blair

Legal Description:
N1/2SWNE

Section 19
Township 10 South
Range 17 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.

SEE
MAP
4C-39

#230

167535

Agreement

Robert
Blair

~~7 1/2 per 7 1/2~~

Robert Blair

County, State of Idaho, Personally appeared

of this County, State of Idaho, on this 10th day of May 1910

County of TWIN FALLS

STATE OF IDAHO

Notary Public
I hereby certify that the foregoing is a true and correct copy of the original as the same was presented to me for record at my office at Twin Falls, Idaho, on the 10th day of May, 1910, at 10 o'clock a.m. This is the 10th day of May, 1910.
W. Taylor
Notary Public
T. F. Cunnell Co. Deputy

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

my official seal on the day and year in this certificate above

AGREEMENT, DRAINAGE BY COOPERATION, (Cont'd).

19. Cont'd). says necessary to prevent such waters to the
places said AGREEMENT. order to prevent by
agrees of the same.

DRAINAGE BY COOPERATION.

(8) That the successors and assigns of the parties hereto
are THIS AGREEMENT, Made this 25th, day of March, 1924
by and between Robert Belair of Twin 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."

WHEREAS, the following described land belonging to the owner
towit: _____, acres in the N $\frac{1}{2}$, SW, NE and SE, NW, NE of Sec.
19-10-17, 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, 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, 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-

