

CONTRACT
No. 231

Abel Osborne

Legal Description:
W1/2NE1/4

Section 30
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.

Created: 8/2016

Osborne # 231

$24\frac{1}{2}$ 71 E.

30-9-16

AGREEMENT, DRAINAGE BY COOPERATION. (Continued).
AGREEMENT.

DRAINAGE BY COOPERATION.

THIS AGREEMENT, Made this 28, day of March, 1924,
 by and between S. E. Williams of File, 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." It party has set hand and the
 second party has caused the same to be executed by the hand of

WHEREAS, the following described land belonging to the owner
 to wit: _____, acres in the W 1/2 NE 1/4 30-9-16
 _____, is at present being threatened by seepage, and
 whereas, the owner is about to install a drainage system, com-
 prizing 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 File, 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 S. E. Williams
TWIN FALLS CANAL COMPANY.

BY W. O. Taylor

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss.

On this 29th day of March, 1924 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 28th day of March, 1924 before me, L. H. Perrine, Notary Public in and for Twin Falls County, State of Idaho, personally appeared _____

S. E. Williams and _____

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 28th day of March, 1924

My Commission expires, 12-21, 1924 L. H. Perrine
Notary Public.

531
10/22/24
Appl Cooperation

EMMA REED
CONTRACT # 333
E 1/2 NW 1/4 - 30-9-16

14.2 Acres

298

1/4 Cor.

12" 15"

M.H. 7+64.7

923

M.H. 11+50
11+75

1

5+135

4+50 N.B.

Center sec

1398

36" TILE CULVERT

14.9 Acres

ABEL OSBORNE

CONTRACT # 231
W. 1/2 NE 1/4 - 30-9-16

0+00
1+15
1+33 Wier
1+42 Outlet

12" TILE

Coulee

M.H. -10+
Depth = 10.6

11+30

12" TILE

12" TILE

1751.5
Depth = 14.4'
17+17

18+23

S. 57° 02' W
391.5'

N. 86° 54' W.

N. 82° 03' W

2+48

12"

20+82

Line Fence

0+00

1+15
1+33 Wier
1+42 Outlet

12" TILE

Coulee

1577'-12" TILE
26 Wells
Maximum discharge 77"

M.H. -10+
Depth = 10.6

11+30

12" TILE

1751.5

Depth = 14.4'
17+17

18+23

20+82

Line Fence

S. 57° 02' W
391.5

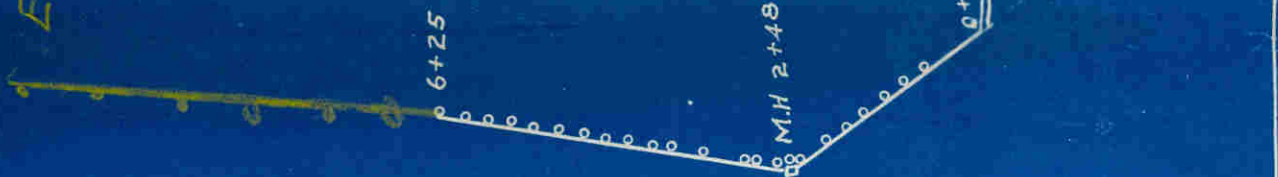
OTIS KELLEY.
CONTRACT # 359
E 1/2 . NE 1/4 : 30-9-16



ABEL OSBORNE

W $\frac{1}{2}$ NE: 30-9-16
Contract # 231

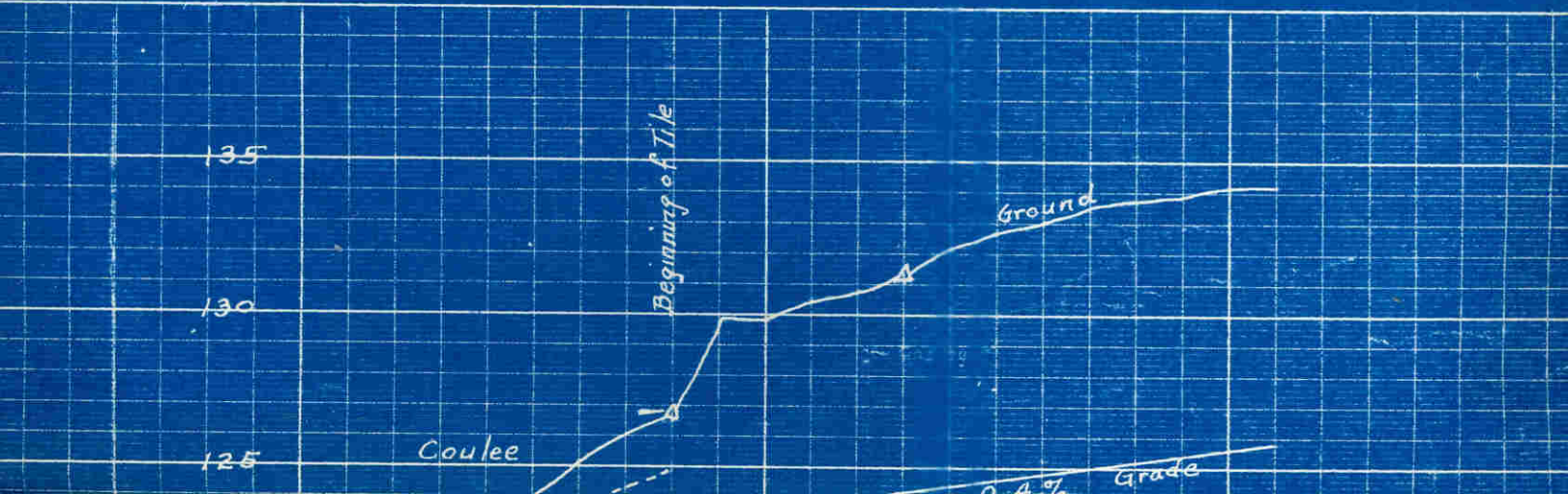
Extension



SW. NE: 30-9-16

Scale 1" = 200'

10-68



SW. NE. 30, 9-16

Scale 1" = 200'

10-683*

