

**CONTRACT
164 & 23**

J.L. Daube

Legal Description:
NWSE
NESW

Section 26
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.

23

also # 164

J. L. Daube

NE SW.

26-10-17

Contract # 23.

Joseph J. Waube.
2521 College Ave.,

Berkeley Calif.

NE⁺ SW⁺ ²/₄ NW⁺ SE⁺ ²/₄ NW⁺ SW⁺
+ W² SW⁺ Sec. 26-10-17.

work which gave immediate relief
was done on this place about
three years ago.

Last year, even tho tho
old system was working good,
the water table raised covering
a considerable area on the
NW SW. to such an extent that
the grain could not be harvested.
we drilled several new wells
all of which tested strong.

On tapping part of these wells
we found one that flowed
75 inches and the remainder of
them were what we term "strong".

The surface water immediately
disappeared and after about 30 days
all of the wells quit flowing, possibly
due to turning water out of the
laterals in the immediate vicinity.

May 15 1918 - These wells were
dry.

Proper out lets should be
provided for these drains. In order

to secure proper outlets for these drains it will require the lowering of a coulee about 1000 feet in length. There are 37 wells drilled on this land 10 of which were not tapped because of the response to others which were.

Data as to size of tile in the old system is incomplete. The tile laid on the land is approximately as follows:-

6"	8"	10"	12"	15"
2500ft.	2250ft.	338ft.	696ft.	490ft.

The total area included in the wet section is 41¹/₂ acres.

Mr. Deane has paid \$65.

May 23 1915.

A. Davis.

JOSEPH L. DAUBE
 2521 COLLEGE AVE.
 BERKELEY CALIF.
 NY 5 W. 26-10-17.
 CONTRACT #23



LEGEND
 ○ WELLS
 ——— EDGE DRAINAGE
 ——— TILE DRAIN
 - - - - - OPEN DRAIN
 SCALE 1/4" = 100'

NEW WORK - 1922

A G R E E M E N T .

THIS AGREEMENT Made this 25 day of March 1915

by and between The Twin Falls Canal Company, an Idaho Corporation,
party of the first part, and Joseph L Daube
party of the second part, WITNESSETH:

WHEREAS the following described land, to-wit: NE 1/4 of SW 1/4
& NW 1/4 of SE 1/4 & NW 1/4 of SW 1/4 & West half of SW 1/4
of sec 26 - Township 10 South Range 17 of Basin M.

in Twin Falls County, Idaho, are at present being injured by
seepage; and, WHEREAS, the first party is about to bore one or
more wells on or near said lands under the direction of W.G.Sloan,
a drainage engineer, for the purpose of determining the effect
of such wells in draining said seeped land;

NOW THEREFORE, in consideration of the premises, it is here-
by agreed:

(1) That the first party may at its option and under the direction
of said engineer bore one or more wells on or near said lands,
the number, size, depth, character and location to be designated
by said engineer, that first party shall have the right to enter
on said lands and do and perform any and all things reasonably
necessary in the judgement of said engineer in the furtherance of
said work.

(2) The cost of boring said wells shall in the first instance
be borne by the first party; but, the second party agrees to
reimburse the first party to the extent of Fifteen Dollars (\$15.)
per acre for any and all lands drained, the number of acres, if
any, to be determined by the said engineer.

(3) It is understood that the first party does not in any wise
admit or acknowledge that the seepage hereinbefore referred to,
or any part thereof, is the result of any neglect or other act or
ommission on the part of the first party, or that it is in any
wise responsible for same, or that the first party in any wise
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 to second party to damage.

(4.) It should be understood that should a flow of water be obtained by reason of said well, the same shall be subject to the use of the first party for irrigation, and second party will grant to the first party a free easement and right of way for ditches or waterways, necessary to carry said water to the place or places desired by first party in order to utilize or dispose of same.

IN WITNESS WHEREOF, the first party has caused the same to be executed by the hand of its Secretary; and, the second party has set _____ hand on the day and year first above written.

TWIN FALLS CANAL COMPANY,

By W. O. Taylor Secretary.

Joseph L. Daube

*Subscribed and sworn to
before me this 10th of April 1915,*

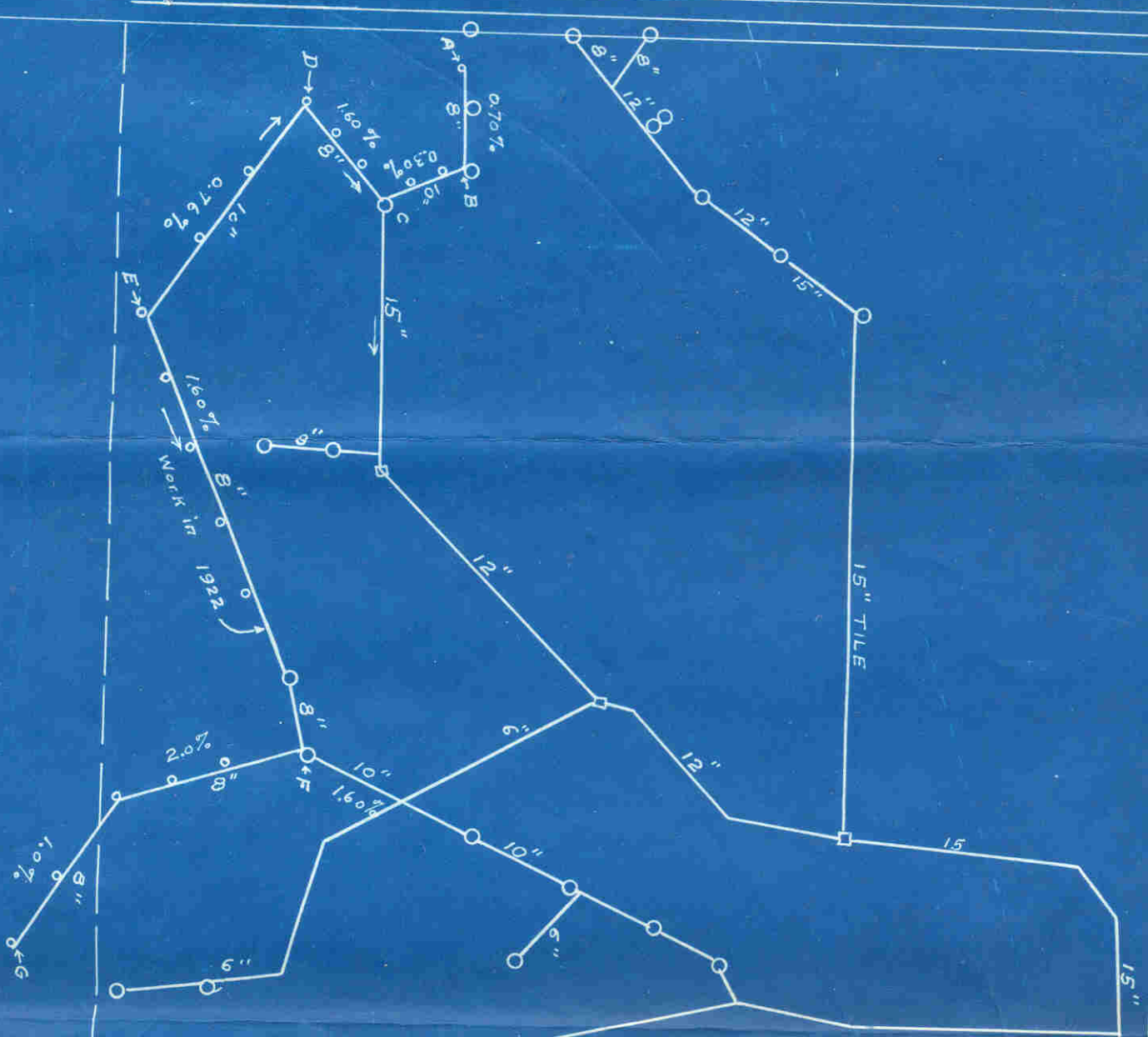
Hyman S. Weiss

Notary Public

My Commission expires Aug. 8, 1915.



1/4 Corner
2025



LAT. #7

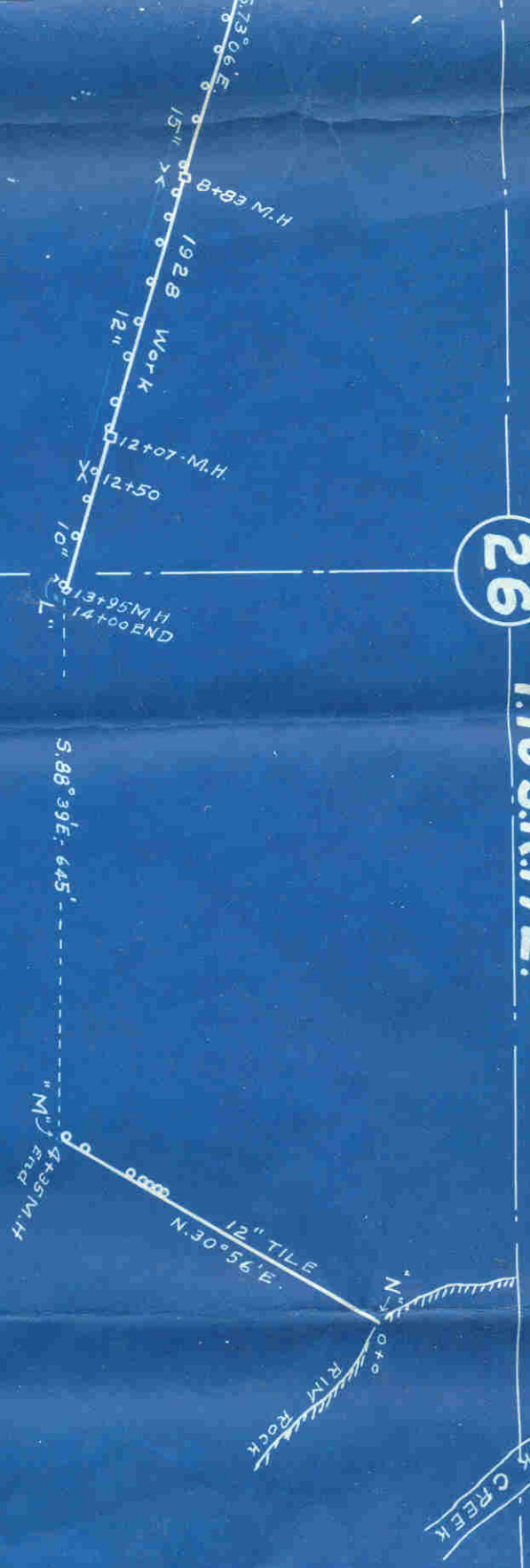
Open Drain



JOSEPH
Berkeley
N 1/2 SW
SW SW
CONT

26

TIOSRITZ



JOSEPH L. DAUBE
 Berkeley Calif.
 N 1/2 SW 1/4 & NW 1/4
 SW. SW. 26-10-17
 CONTRACT # 23

LEGEND
 ○ NEW WELLS
 ○ OLD WELLS
 EDGE OF SEEPAGE AREA
 TILE DRAIN
 OPEN DRAIN
 Scale 1" = 200'

Note
 Lines A, B, C, D, E, F, & G are 1922 Work
 Lines K-L & M-N are 1928 Work

4A - #60

#164

AGREEMENT

T. F. CANAL COMPANY.

to

Joseph L. Daube.

A G R E E M E N T .

DRAINAGE BY CONTRACT.

THIS AGREEMENT, made this 14th day of Dec 1921, by and between the Twin Falls Canal Company, an Idaho Corporation, party of the first part and Joseph D. Raube and Attorney for Elian Raube, his wife, party of the second part, Witnesseth:

WHEREAS, the following described land, to-wit: NE 1/4 and NW 1/4 and NW 1/4 and NW 1/4, Sec 26-10-17

TWIN FALLS CANAL COMPANY.

in Twin Falls County, Idaho, is at present being injured by seepage; and whereas, the first party is about to install drainage wells and tile drains on or near said land under the direction of the Company's engineer for the purpose of determining the effects such works in draining said seeped lands;

NOW, THEREFORE, in consideration of the premises it is hereby agreed:

(1) That the first party may at its option and under the direction of said engineer install said drainage works on or near said lands, the number, size, depth, character and location to be designated by said engineer, that the first party shall have the right to enter on said lands and do and perform any and all things reasonably necessary in the judgement of said engineer in the furtherance of said work, and that any person or persons whose lands depend upon these works for drainage shall have the right to enter on these lands to join to, construct and repair, and maintain these drains.

(2) That the cost of said works shall in the first instance be borne by the first party; but, the second party agrees to reimburse the first party to the extent of Fifteen Dollars, (\$15.00) per acre for any and all lands so effected, the number of acres as determined by the said engineer amounts to 41.3 acres, amounting to Six hundred sixteen and 65/100 in full dollars, (\$616.65). This amount is paid in full and will bear interest at the rate of eight per cent (8%) beginning Previously Paid in full from date, and the said lands are hereby charged and encumbered for the payment thereof.

(3) That no willows or poplar trees are permitted by the second party to grow within 100 feet of these tile lines.

(4) That the second party will protect the lines against any and all damage resulting from filling with roots or filling open outlets, or the breaking into the tile by surface waters or from any other cause.

(5) It is agreed that this contract is made for cooperation and division of expense only, that the first party 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 first party, or that it is in any wise responsible for the reclamation of same, or that the first party in any wise 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 to second party to damages.

81981
Adl
184

CO Idaho, T. T.
Subject

(6) It is agreed that should a flow of water be obtained by reason of said wells and the tile drains, the same shall be subject to the use of the first party for irrigation, and second party will grant to the first party a free easement and right of way for ditches or waterways necessary to convey water to the place or places desired by first party in order to utilize or dispose of same.

(7) That the successors and assigns of the parties hereto are bound hereby.

In witness whereof, the first party has caused the same to be executed by the hand of its Secretary; and, the second party has set hand the day and year first above written.

TWIN FALLS CANAL COMPANY.

By W. O. Taylor
as Secretary.
Liban E. Daube
by Jos L. Daube Sec
atty

State of Idaho)
County of Twin Falls) ss.

On this 15th day of December, 1924, before me, FA Ross, 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 Secretary of the Twin Falls Canal Company, and acknowledged to me that he subscribed the name of the Twin Falls Canal Company there to as principal, and his own name as 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 _____.

J. A. Ross
Notary Public.

State of Idaho)
County of Twin Falls,) ss

On this 13th day of December, 1921, before me, FA Ross, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared

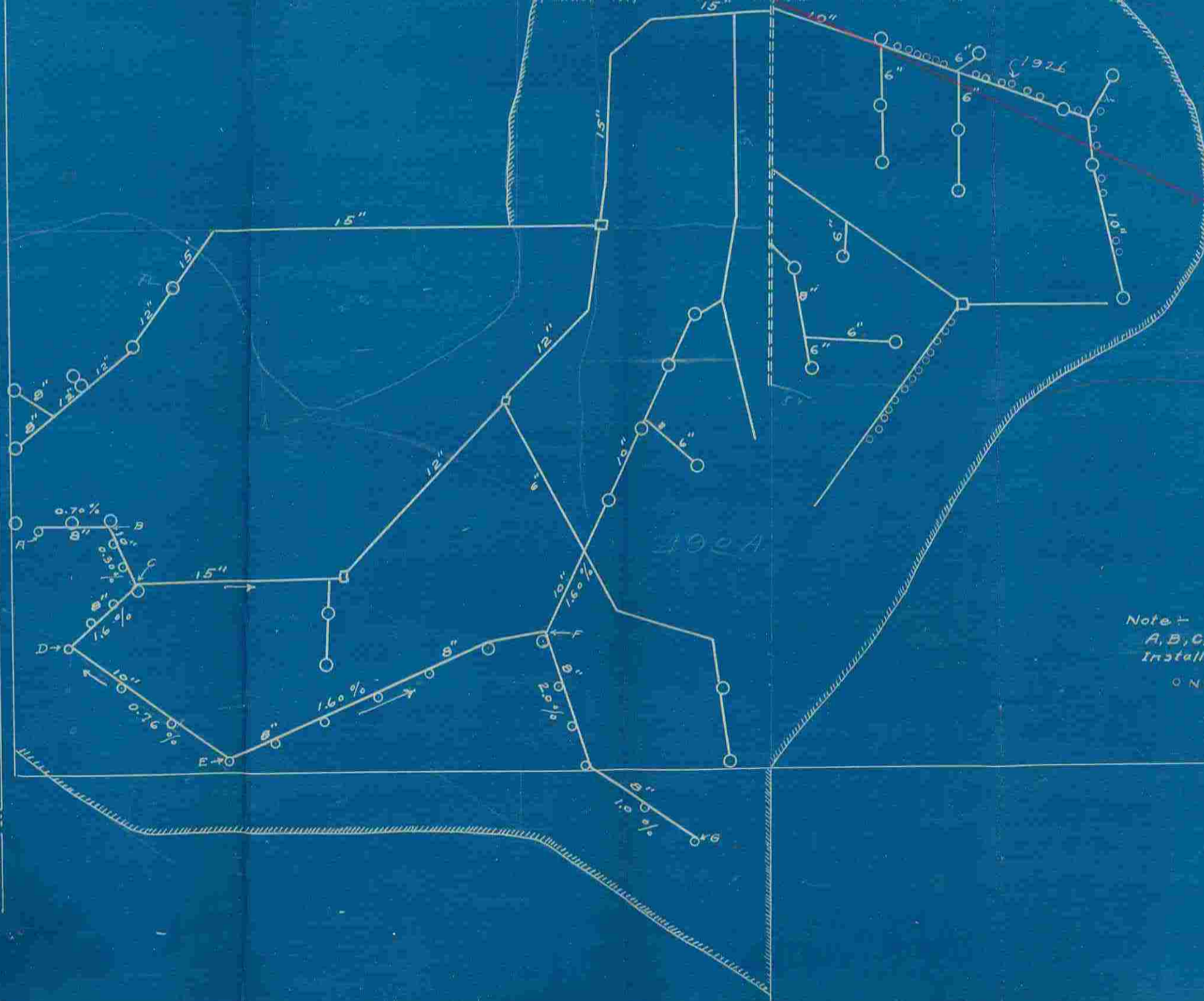
Jos L. Daube and _____
being the first party to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first party; and duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of December, 1921.

My commissione expires _____, 19____.

J. A. Ross
Notary Public.

JOSEPH L. DAUBE
 2521 COLLEGE AVE.
 BERKELEY CALIF.
 N² SW¹/₄ 26-10-17
 SW SW 26-10-17
 CONTRACT # 23

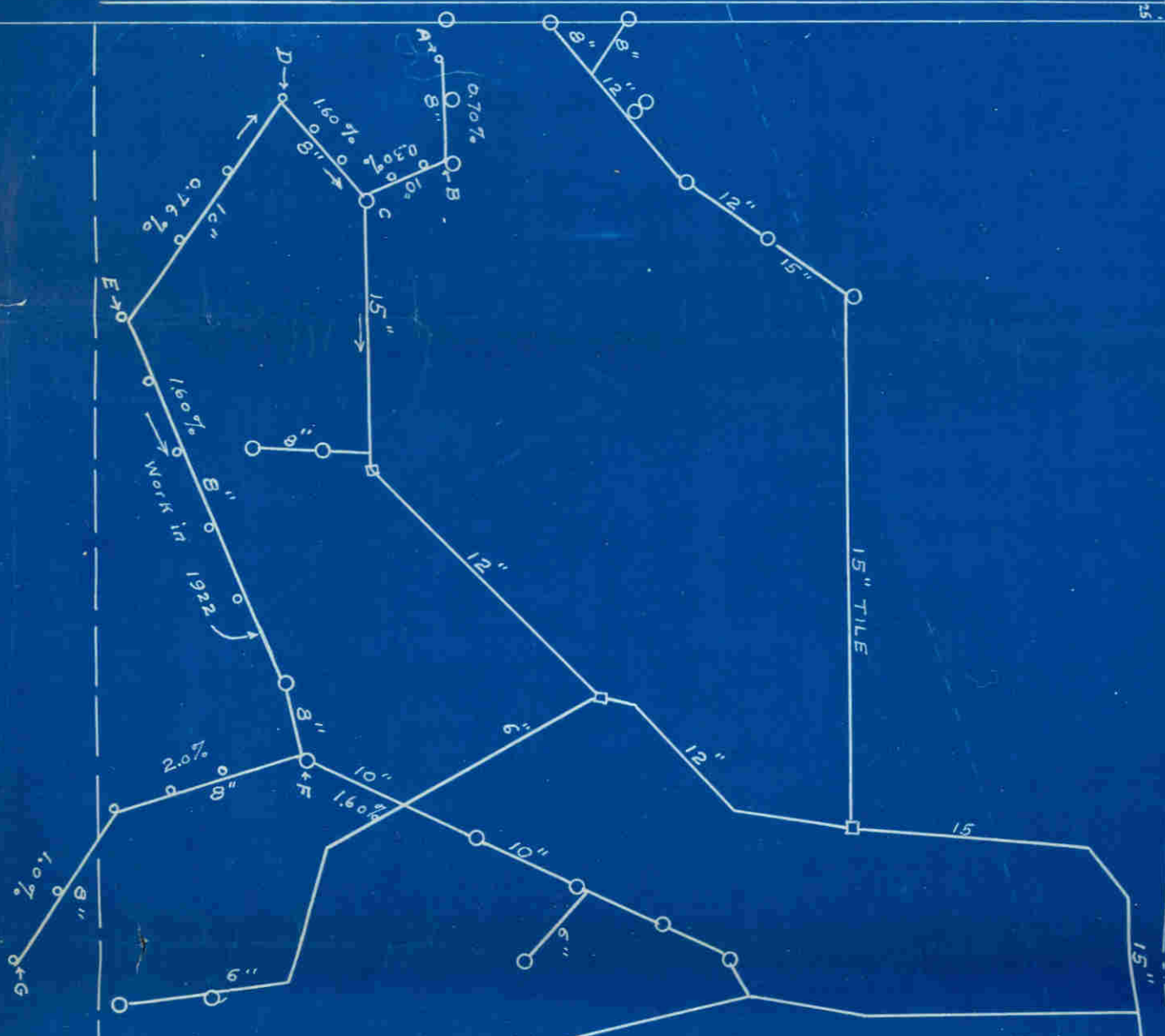


LEGEND
 ○ NEW WELLS 1922
 ⊙ OLD WELLS
 - - - - - EDGE DRAINAGE
 ——— TILE DRAIN
 = = = = OPEN DRAIN
 SCALE - 1" = 200'

Note -
 A, B, C, D, E, F, G are New Tile Lines
 Installed in Jan. 1922

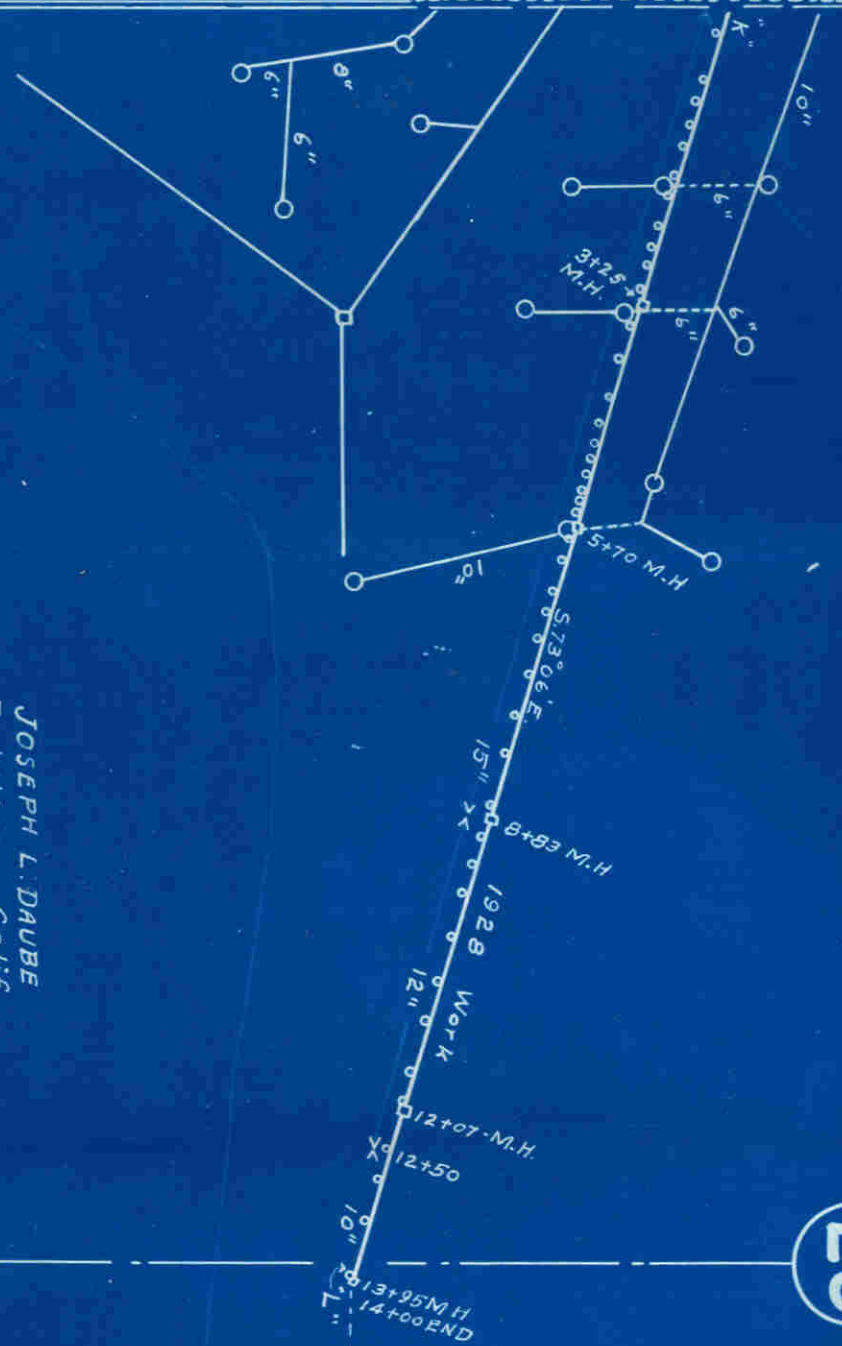
○ NEW WELLS - 1926

A - C T



Open Drains

LAT. #7

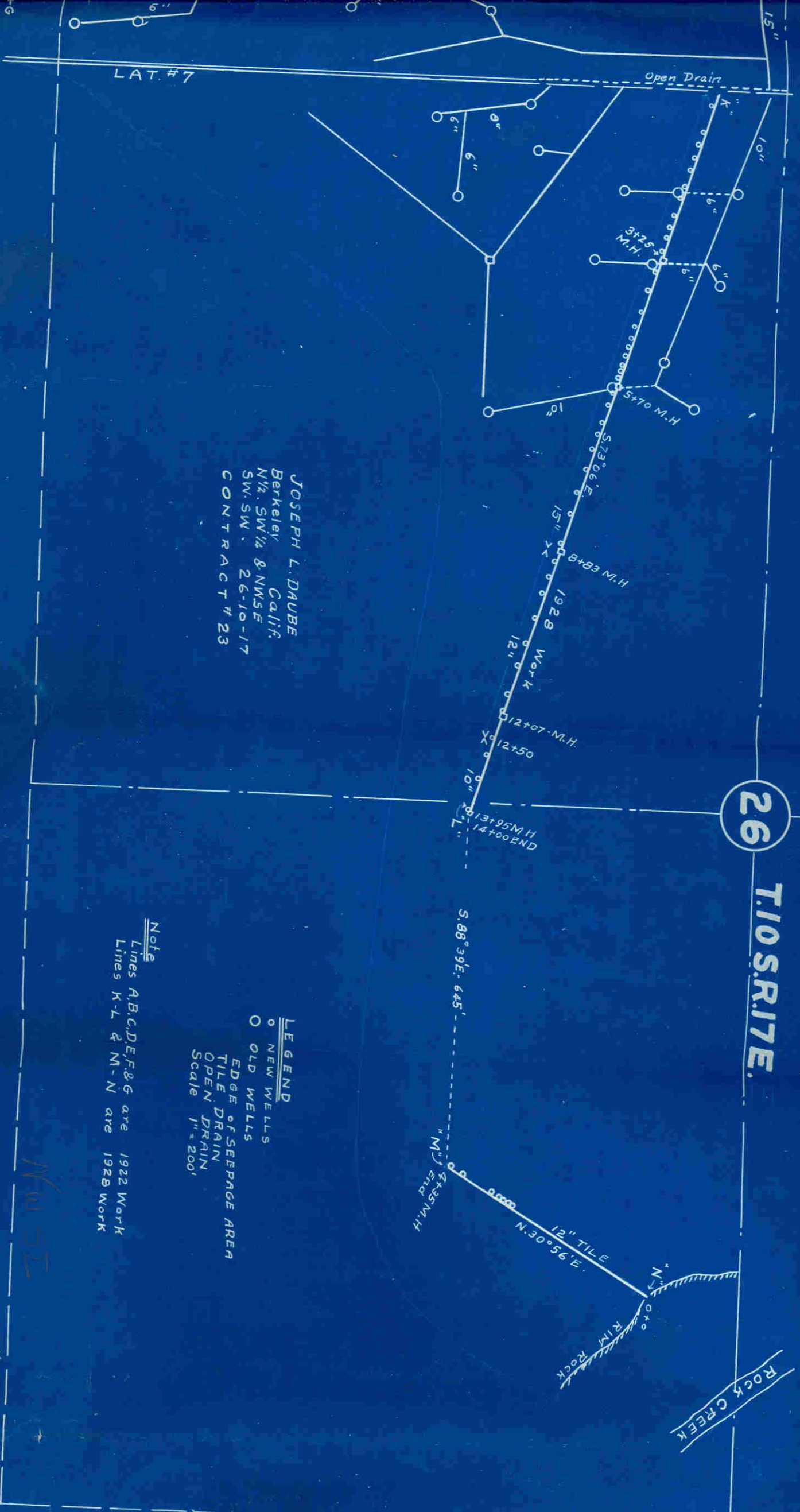


JOSEPH L. DAUBE
 Berkeley Calif.
 N 1/4 SW 1/4 & NWSE
 SW. SW. 26-10-17
 CONTRACT # 23

26

T.I.O.S.R.I.T.E.

ROCK CREEK



LAT. #7

JOSEPH L. DAUBE
 Berkeley Calif.
 N $\frac{1}{2}$. SW $\frac{1}{4}$ & NW $\frac{1}{4}$ SE
 SW. SW. 26-10-17
 CONTRACT # 23

LEGEND
 ○ NEW WELLS
 ○ OLD WELLS
 EDGE OF SEEPAGE AREA
 TILE DRAIN
 OPEN DRAIN
 Scale 1" = 200'

Note
 Lines A,B,C,D,E,F & G are 1922 Work
 Lines K-L & M-N are 1928 Work

MUSI

4A-#60