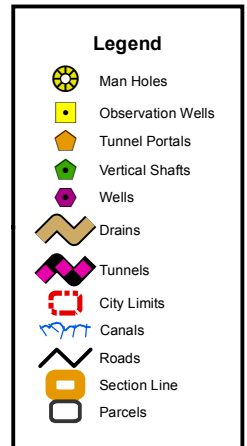


CONTRACT
No. 243

Joseph Abbl

Legal Description:
N1/2SW1/4
S1/2NW1/4

Section 2
Township 10 South
Range 14 East



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

Joseph Abbl

243

S $\frac{1}{2}$, NW, N $\frac{1}{2}$ Sec.

2-10-14

DRAINAGE BY COOPERATION.

(7. Cont'd): ways necessary to convey such water to the place THIS AGREEMENT, Made this 11th, day of October, 1924 by and between Joseph Abell of Burley, 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 to wit: partly see, acres in the 3/4, NW and N/2 SW - 2-10-14 its adjacent lot, is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprising ditches, tile, drains, and drainage wells on and near said land under the direction of the Company's General Manager in an effort to determine the effect of such works in draining said lands.

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

(1) That the Company may at its option and under the direction of said General Manager 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 tiles 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 General Manager.

(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 Burley, and drill such drainage wells as the Company believes necessary, and drill, blast and excavate such rock as 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

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 Joseph Abbl
TWIN FALLS CANAL COMPANY.

BY W. O. Taylor

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS.

On this 11th, day of Oct, 1924, before me, L. N. 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 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, 12-24, 1924.

L. N. Perrine
Notary Public.

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS.

On this 11th, day of Oct, 1924, before me, L. N. Perrine, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared

Joseph Abbl 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 11th, day of Oct, 1924.

My commission expires, 12-21, 1924.

L. N. Perrine
Notary Public.

CONTRACT FOR DRAINAGE CONSTRUCTION.

THIS AGREEMENT, made this 18, day of July, 1925,
by and between Joseph Abbl

of Buhl, State of Idaho, hereinafter referred to as the Contractor, part 4 of the first part, and the TWIN FALLS CANAL COMPANY, principal place of business Twin Falls, State of Idaho, hereinafter referred to as the Company, party of the second part, WITNESSETH, that after WHEREAS, the said party 4, of the first part has been awarded, by the party of the second part, a contract for part of the construction of a drainage system, and appurtenant works:

NOW, THEREFORE, the said party 4, of the first part, for and in consideration of the above award and for the prices set forth in the schedule of items in the proposal received by the Company from the party 4 of the first part, which bid is attached to and is a part of this contract, promises and agree with the party of the second part that he will furnish all the labor and equipment and all such material as is required except that specifically mentioned as furnished by the party of the second part, for the drilling, blasting and excavating of such rock as cannot be handled with pick and shovel as per the terms of an AGREEMENT TO DRAIN BY COOPERATION, which agreement is between the Company and the owner or owners of the lands to be drained, a copy of which is hereto attached and is a part of this contract so far as it applies to the work to be done by the Company, and will perform said work in a workman like manner, in strict compliance with the plans and specifications and to the satisfaction of the parties of the second part. to the work, the Contractor shall be given such an extension of time in the completion of his contract as said LOCATION AND GENERAL DESCRIPTION.

This contract covers part of the construction of a drainage system for the purpose of draining portions of S 1/2 NW 1/4 and N 1/2 SW 1/4, Sec. 2, Twp. 10, S., Range 14, E.B.M., and involves the excavation of the Hard Pan that cannot be handled by pick and shovel, Medium Rock and Hard Rock encountered in making trench in which it is proposed to lay a tile line for drainage 450 feet of tile 8" diameter to be retained.

The party of the second part agrees that upon the faithful performance of the work by the party 4 of the first part, the company will cause to be paid to the Contractor the amounts due for work done at the prices contained in the proposal of the party 4 of the first part.

On or about the last day of each week the Company will cause to be made an approximate estimate of the value of the work done by the contractor at the contract price. From this there shall be deducted fifteen per cent, and from the balance there shall be deducted any sum due from the Contractor to the Company for supplies or materials or INSURANCE. rendered. From the balance will be deducted the amount of INSURANCE.

The party 4 of the first part agrees that he will provide workmen's compensation insurance as provided by the Workmen's Compensation Insurance and Safety Act of the State of Idaho.

The fifteen per cent shall be retained until the completion of the contract and will then become due to the contractor. TIME LIMIT.

The said work shall commence within 20 days, and shall be completed within 50 days from the date of the signing of this contract.

Payment is to be made
March 1st 1926

PROGRESS OF WORK.

If the Contractor fails to commence work within the time specified in this contract, or to maintain the rate of progress of the work in such a manner as will, in the judgment of the Company's Manager, insure the completion of the work within the time specified in the contract, or if, in the judgment of the Company's Manager, the Contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice will be served on him to provide within a specified time for a satisfactory compliance with the contract. If the contractor refuses or neglects to comply with such notice the Company may, after giving the Contractor twenty-one days notice in writing, suspend the contract and contract with other parties for the completion of the work.

PURCHASE OF SUPPLIES.

The Company will assist the Contractor in the purchase of supplies, explosives and tools and will rent compressors and air drills if desired by the Contractor.

CHANGES.

The Company's Manager may, by notifying the Contractor, change the design, dimensions or character of the work as he may deem advisable. These changes may include shifting of the location to meet advantages disclosed as the work progresses, the omission of certain features of the work and the addition of others. If such changes result in increased or decreased cost to the Contractor the Company's Manager will make such additions or deductions therefore as are warranted, and his decision shall be final. If such changes result in delay to the work, the Contractor shall be given such an extension of time in the completion of his contract as said Manager shall deem equitable.

DRAWINGS.

Drawings attached to this contract are hereby made a part thereof. These drawings show location, nature and dimension of the work to be done.

PAYMENTS, ESTIMATES & PER CENT RETAINED.

The party of the second part agrees that upon the faithful performance of the work by the party of the first part, the Company will cause to be paid to the Contractor the amounts due for work done at the prices contained in the proposal of the party of the first part.

On or about the last day of each week the Company will cause to be made an approximate estimate of the value of the work done by the Contractor at the contract price. From this there shall be deducted fifteen per cent, and from the balance there shall be deducted any sum due from the Contractor to the Company for supplies or materials or for services rendered. From the balance will be deducted the sum of all previous payments, and the remainder will be the amount due on the weekly estimate of the Contractor.

The fifteen per cent deducted from the estimate shall be retained until the completion of the contract and will then become due as a part of the final payment. In case of the suspension of the contract the fifteen per cent, of all other payments that may be due the Contractor will be retained by the Company to the extent necessary to cover the difference between the cost under the contract terms and the actual cost to the Company.

Payment is to be made
March 1st 1926

P R O P O S A L .

Sirs:-

I hereby propose to furnish all the labor and material for the construction of _____, lin. feet, more or less, of drain trench as located by cross section stakes on the 1/2 NW and N 1/2 SW - Sec. 2 - 10 - 14. Said work to be done in a workmanlike manner, under the direction of the Canal Company's General Manager and to his classification and acceptance, and after beginning work we will prosecute the same without delay:

Earth and hard pan that can be handled by pick and shovel,	@	<u>27.</u>	Cu. Yd.
} Hard pan that cannot be handled by pick and shovel, and	@	_____	" "
	@	<u>\$ 1.25</u>	" "
Medium Rock,	@	<u>4 5.00</u>	✓ " "
Hard Rock,	@	_____	" "
Hauling, laying and graveling 6" tile	@	_____	per lin. feet.
" " " " 8" "	@	_____	" " "
" " " " 10" "	@	_____	" " "
" " " " 12" "	@	_____	" " "
" " " " 15" "	@	_____	" " "

Tile to be delivered at _____.

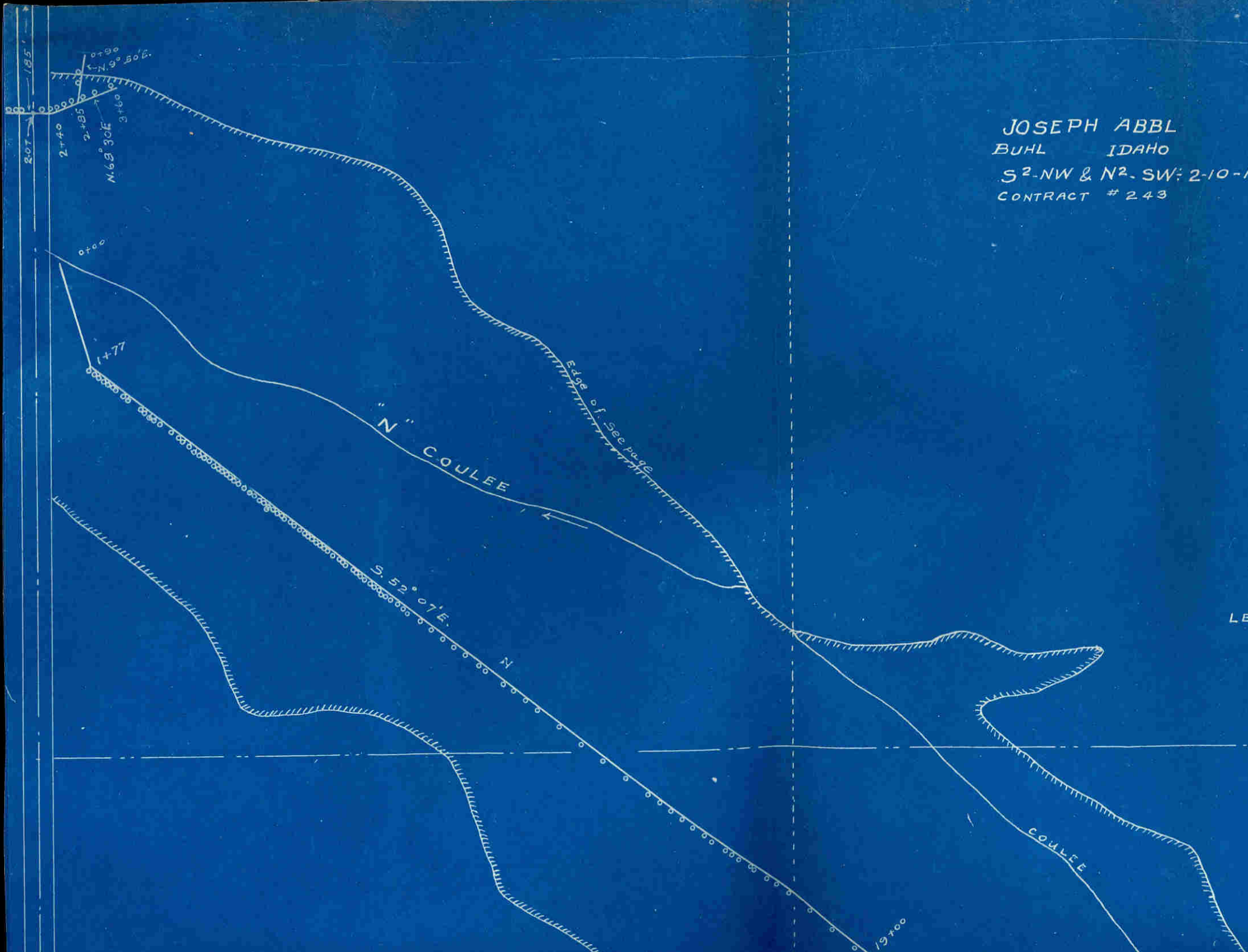
Gravel to be delivered at _____.

Refilling and puddling twice, @ _____, per Cu. Yd.

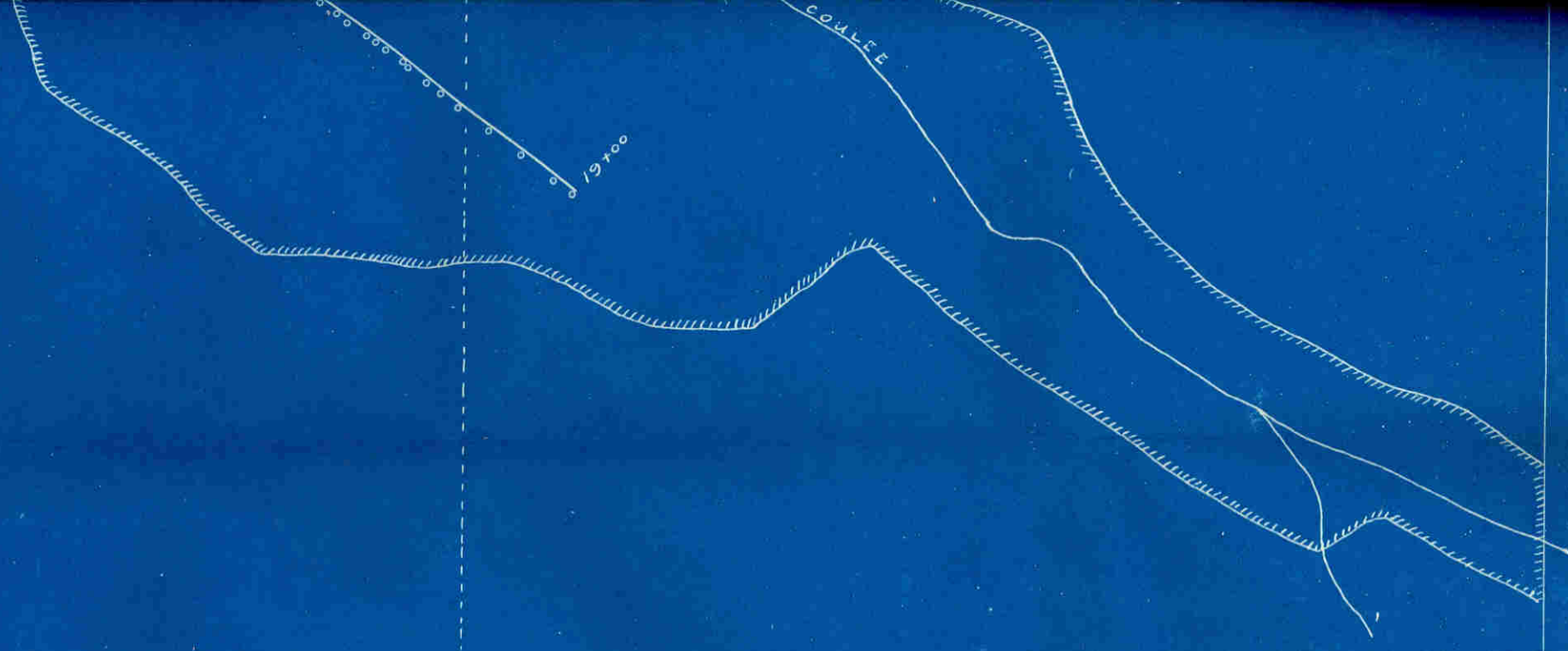
*Canal Co to furnish compressor, drills and pipe
but not powder etc*

(Signed) Joseph Abbl.
Contractor & Owner

JOSEPH ABBL
BUHL IDAHO
S²-NW & N²-SW: 2-10-14
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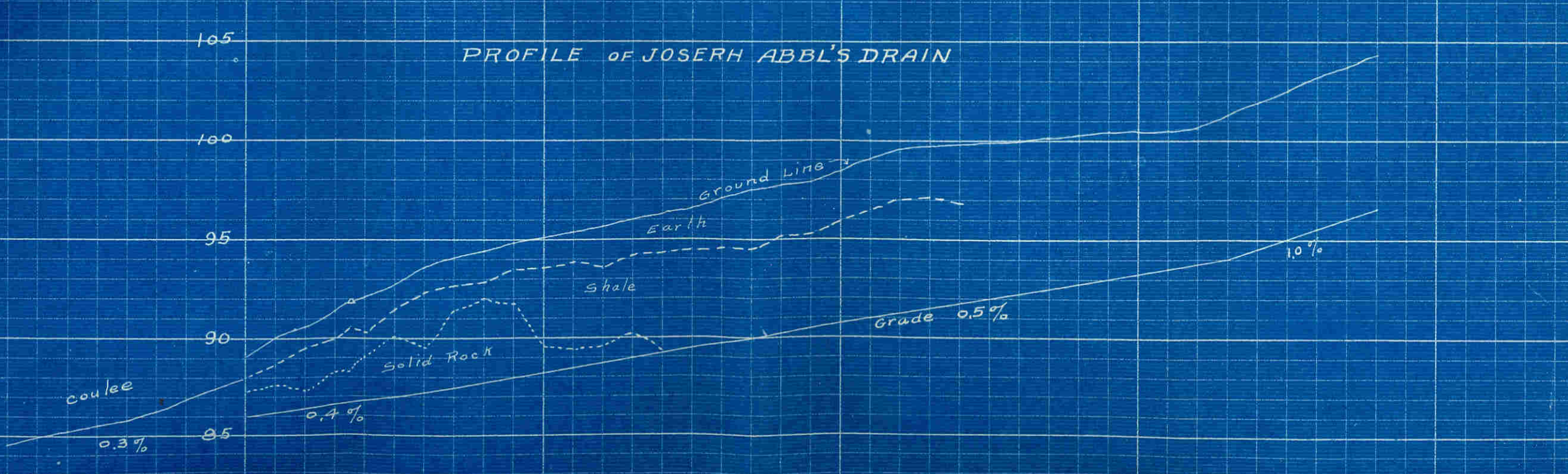


LEGEND
 WELLS
 EDGE DRAINAGE
 TILE DRAIN
 OPEN DRAIN
 SCALE - 1" = 200'
 1927

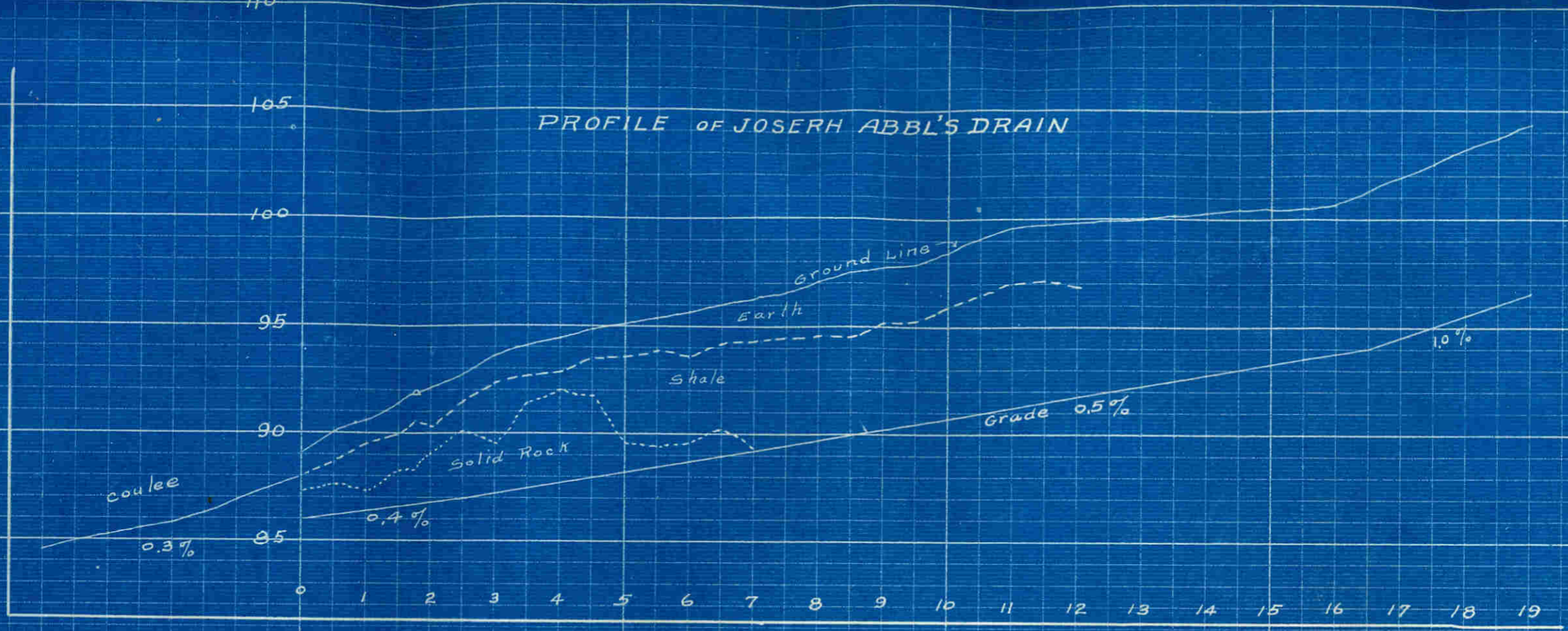


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PROFILE OF JOSERH ABBL'S DRAIN



PROFILE OF JOSEPH ABBL'S DRAIN



DRAIN IN N.W. CORNER OF SW 1/4 NW 1/4 2-10-14

