

CONTRACT
No. 335

W. H. Herman

Legal Description:
W1/2SW1/4

Section 16
Township 10 South
Range 14 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.

#335

4B-120

W. H. Herman

16-10-14

2 1/2 Sec.

335

HERMAN

231297

DRAINAGE AGREEMENT

W. H. Herman

Twin Falls Canal Co.

STATE OF IDAHO
County of Twin Falls

I hereby certify that this instrument
Filed for record at request of
Twin Falls Canal Co

at 45 minutes past 9
o'clock A. M. this 26

day of Sept, 1930 in my

office and duly registered in book 10

of C A & B at
page 112

Harry B. Parsons

County Recorder.

L Roberts

Deputy.

Fee \$1.40

Return to:

above

city

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of Sept. 1930.

... OF, the first party has set hand and the
DRAINAGE AGREEMENT to be executed by the hand of

THIS AGREEMENT, made this 23rd, day of Dec.
1930, by and between H. W. Herman

By _____ By TWIN FALLS CANAL COMPANY
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."

STATE OF IDAHO
WHEREAS, the following described land belonging to the owner
to wit: _____, acres in the W 1/2, SW 1/4 Section 16 T. 10 S.
R 14 E. B. M., 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 well 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 here-
by 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 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) In backfilling trenches that have been excavated, the
Company will make a reasonable effort to replace the material excav-
ated, but shall not be required to remove any rock from the land
which may be left on the surface of the ground after the trenches
have been filled.

(5) That the Company does not in any way admit or acknowledge
that the seepage here-in-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 way 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.

(6) 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 a ditch or water
ways necessary to convey such waters to the place or places de-
sired by the Company in order to utilize or dispose of the same.

(7) 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 _____ By H. W. Herman

By _____ By _____
TWIN FALLS CANAL COMPANY

By Emma R. Wick
asst. Secretary

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

On this 23, day of Dec., 1930 before me L. H. Perrine, A Notary Public in and for said County and State, personally appeared Emma R. Wick 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 thereunto set my hand and affixed my official seal on the day and year in this certificate above written.

My commission expires,

Dec. 21, 1932.

L. H. Perrine
Notary Public

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

On this 23, day of Dec., 1930, before me L. H. Perrine, A Notary Public in and for Twin Falls, County, State of Idaho, personally appeared H. W. Herman

~~and~~ _____ ~~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 23, day of Dec., 1930.

My commission expires,

Dec. 21, 1930

L. H. Perrine
Notary Public.

DRAINAGE AGREEMENT

581804

TWIN FALLS CANAL CO.

Vertical text and stamps on the right side of the page, including "NOTARY PUBLIC" and "TWIN FALLS CANAL CO." repeated vertically.

J. W. Campbell
No Contract

J. W. CAMPBELL

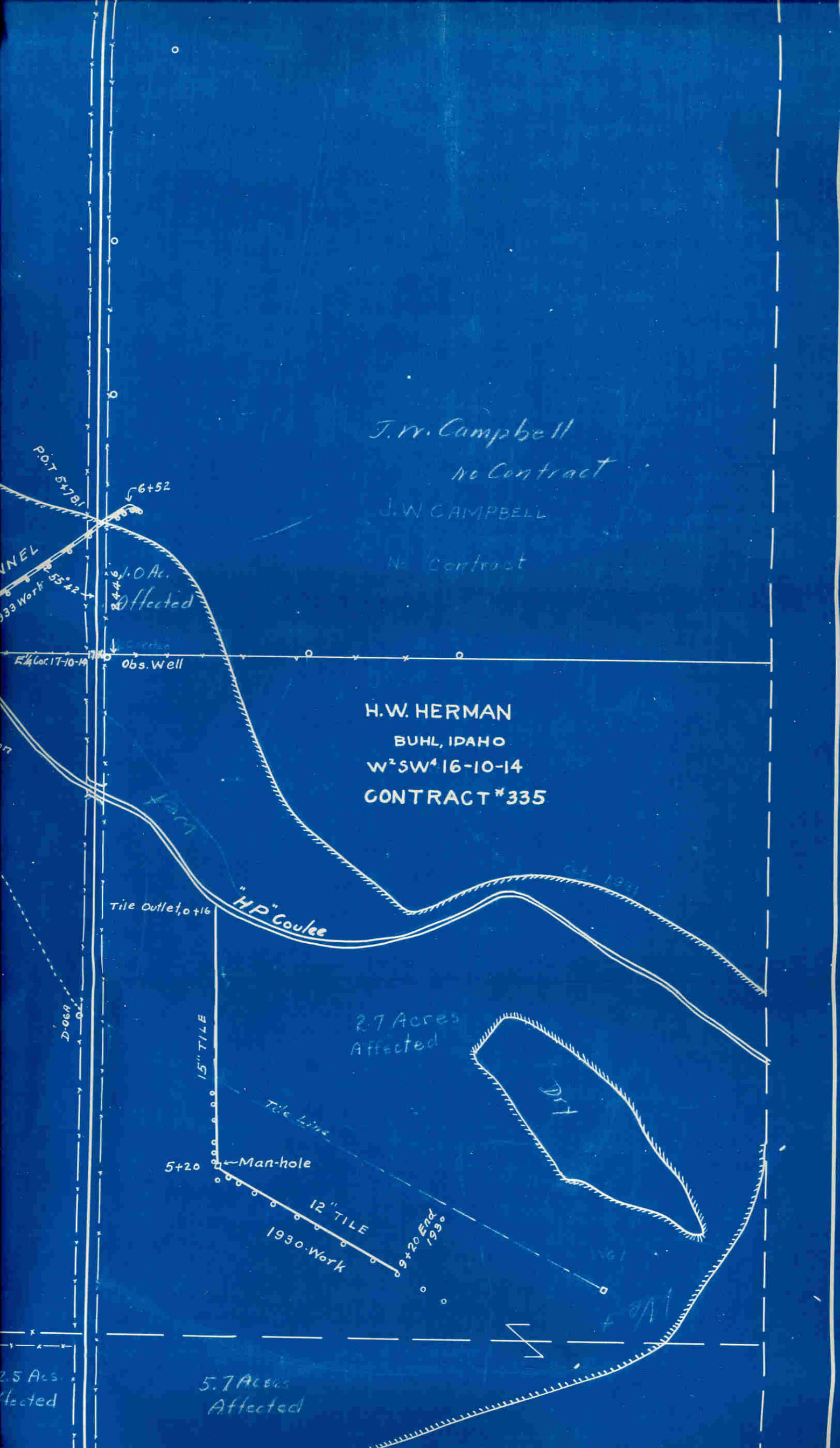
No Contract

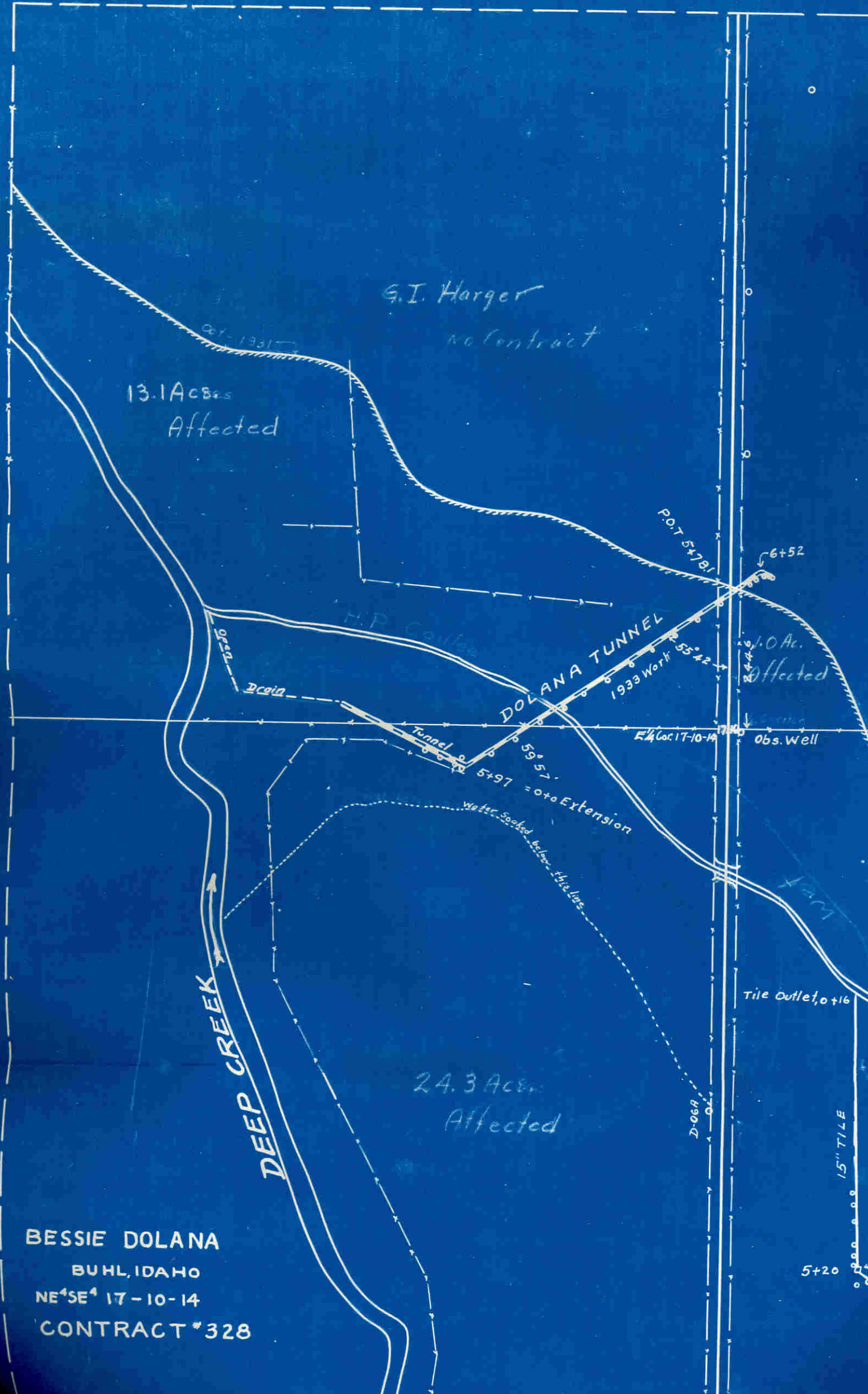
H. W. HERMAN

BUHL, IDAHO

W²SW⁴16-10-14

CONTRACT #335





BESSIE DOLANA
 BUHL, IDAHO
 NE⁴SE⁴ 17-10-14
 CONTRACT # 328