



CONTRACT  
No. 373

L.J. Malone

Legal Description:  
SW1/4SE1/4

Section 27  
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



# 373

298117. New Agreement.

L. J. Malone

Sec. 27-9-16

# 373

L. J. Malone  
To

Twin Falls Canal Co

STATE OF IDAHO  
County of Twin Falls

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

3:50 o'clock, THIS FEB 17 1939

in my office and duly recorded in book  
13 of C-A-B page 166

Walter S. Musgrave

Ex-Officio Recorder

Paul H. Saylor  
Deputy

Fee \$- 1.40  
Return to

Twin Falls Canal Co  
Idaho

D R A I N A G E   A G R E E M E N T

THIS AGREEMENT, made this 31, day of January  
19 39, by and between

L. J. Malone

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: \_\_\_\_\_, acres in the SW $\frac{1}{4}$  SE $\frac{1}{4}$ : 27-9-16 (Sec.27- T. 9 S. R. 16, E.B.M., is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprising 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 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, tunnel, 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 excavated, 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, drains, or tunnels, 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 desired 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 President.

By \_\_\_\_\_ By L. J. Malone  
By \_\_\_\_\_ By \_\_\_\_\_

TWIN FALLS CANAL COMPANY  
By John W. Thomas

STATE OF IDAHO )  
                          ))  
COUNTY OF TWIN FALLS )

On this 14 day of February, 1939 before me Emma R. Shick, a Notary Public in and for said county and State, personally appeared John W. Thomas known to me to be the person whose name is subscribed to the within instrument as the President 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 President.

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,  
Feb. 15, 1941 Emma R. Shick  
Notary Public

STATE OF )  
                          ) ss  
COUNTY OF )

On this 31 day of Jan., 1939 before me, L. H. Perrine, a Notary Public in and for Twin Falls county state of Idaho, personally appeared L. J. Malone 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.

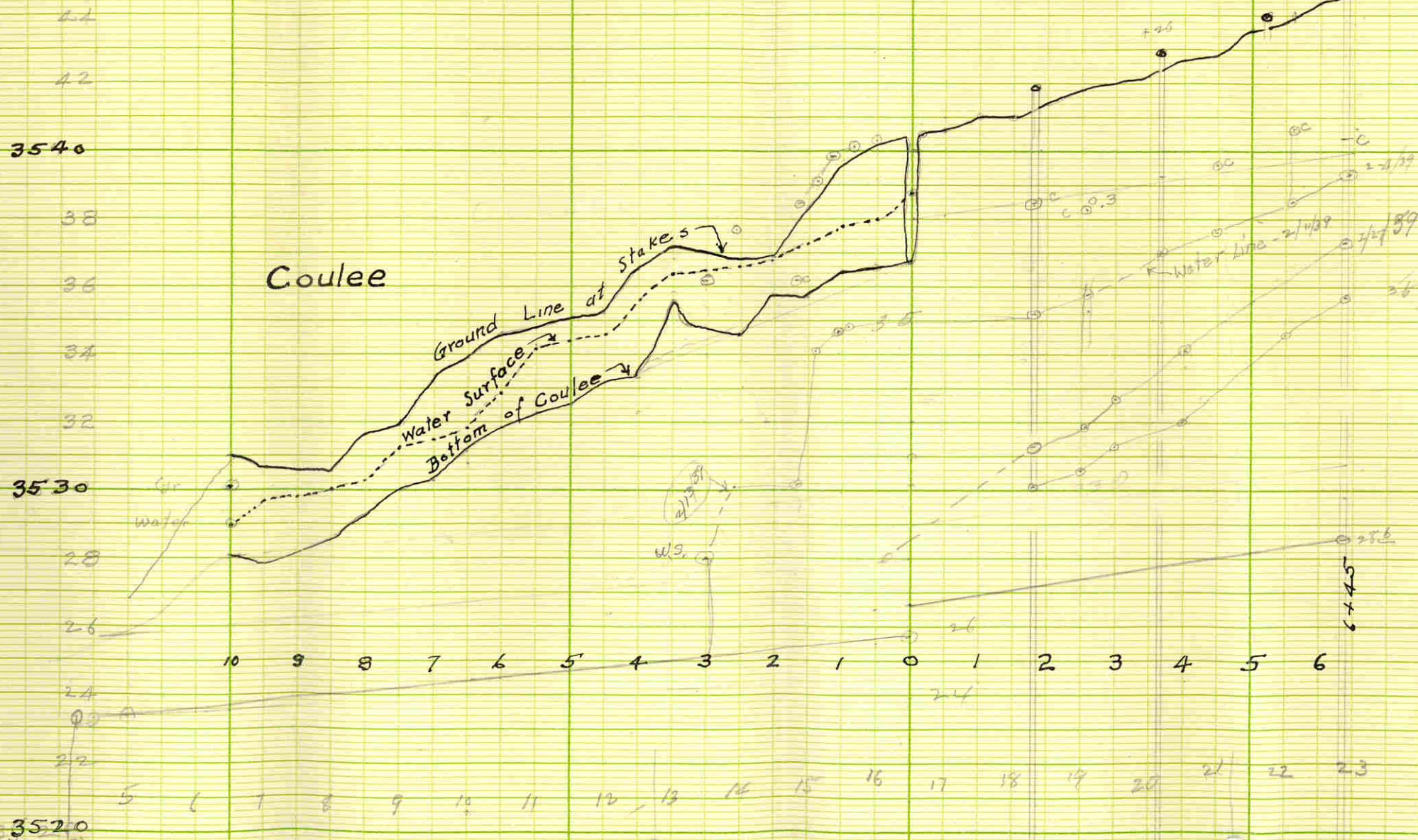
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31 day of January 1939.

My commission expires,  
\_\_\_\_\_, 19\_\_\_\_ L. H. Perrine  
Notary Public



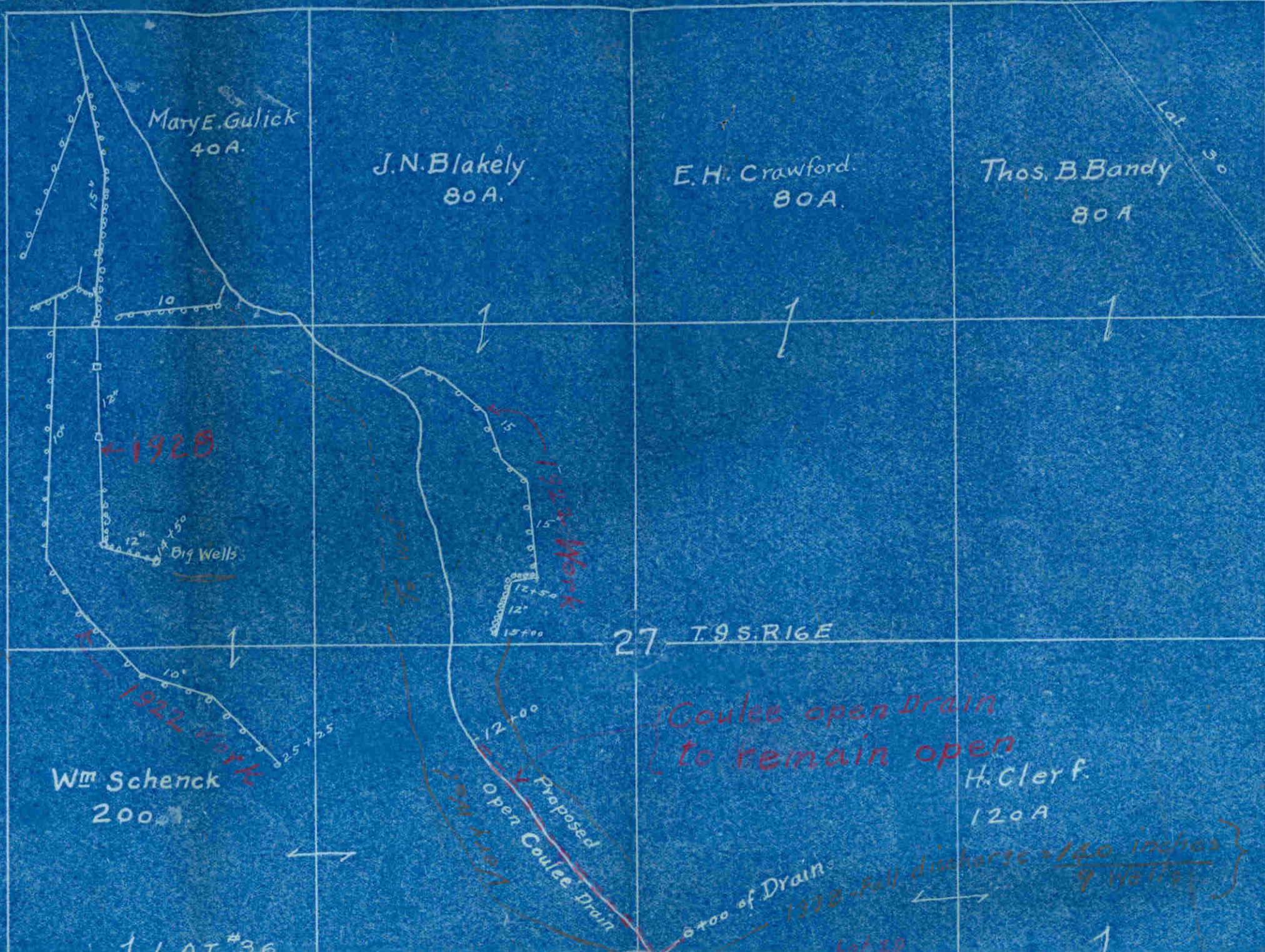
MALONE DRAIN  
 Sept. 23-1938  
 Sec. 27-9-16

TILE DRAIN





Er o d o Prospect Wells  
28-9-16



Mary E. Gulick  
40 A.

J. N. Blakely  
80 A.

E. H. Crawford  
80 A.

Thos. B. Bandy  
80 A

Lat. 36

1928

150  
12"  
10"  
12"  
150  
12"  
150

1922

Wm Scherck  
200 A.

27 T. 9 S. R. 16 E

Coulee open Drain  
to remain open

H. Clerf.  
120 A

6+00 of Drain  
1922 Fall discharge = 140 inches  
9 Wells

1 LAT # 36

Lat 36



Conover  
NE SE 1/2

LAT #34

LAT #36

LAT #38

L.J. Malone

SE 1/4 SE 1/4 27-9-16

68  
67

Obs. Well

Tile Drain

Best Well  
still running

20" Maximum - 36 Minor Inches  
When cut off 3 ft. below  
surface

### PROFILE OF THE L.J. MALONE DRAIN

SW 1/4 SE 1/4 27-9-16

