

CONTRACT  
No. 185

H.G. Nice

Legal Description:  
SE1/4SW1/4

Section 36  
Township 9 South  
Range 15 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.

145491

185

H. G. Nice

H. F. Canales

STATE OF IDAHO  
County of Twin Falls

I hereby certify that this instrument  
filed for record at request of

W. O. Taylor

at 17 minutes past 10

o'clock A. M. this 18

day of May A. D. 1922

in my office and duly recorded in book 8

of S. A. & B.

page 278

John Thomas

County Recorder

180 Deputy

Returned to:

G. F. Canales

W. O. Taylor

TO

\*185-  
AGREEMENT.  
DRAINAGE BY COOPERATION.

THIS AGREEMENT, Made this 6<sup>th</sup> day of May, 1922  
by and between H. J. Nice of Filer, 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  
towit: 0.85 acres in the SE 1/4 Sec. 36-9-15  
, 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 wells on and near said  
land under the direction of the Company's engineer in and 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 direc-  
tion 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, construct and  
repair or maintain these drains.

(2) 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.

(3) 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.

(4) 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 Filer, and drill such  
drainage wells as the Company believes necessary, and drill and  
blast such rock that cannot be handled with pick and shovel.

(5) 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.

(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 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 Secretary.

By H. G. Rice

TWIN FALLS CANAL COMPANY.

BY W. O. Taylor Secretary

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) SS.

On this 6th day of May, 1922, 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 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 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 \_\_\_\_\_, 19\_\_.

L. H. Perrine  
Notary Public.

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) SS.

On this 6th day of May, 1922, before me \_\_\_\_\_, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared \_\_\_\_\_

H. G. Rice 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 \_\_\_\_\_ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 6th day of May, 1922.

My commission expires 12-21, 1924

L. H. Perrine  
Notary Public.

# MAP

Center of Sec. 36

New Work  
1923

1925-26 Work

**H.N.K.U.P.**  
NWSE-36-9-15  
CONTRACT # 155

**H.G.NICE**  
E 1/2 SW-36-9-15  
CONTRACTS # 96 & 185

1926 Work

New Work  
1923

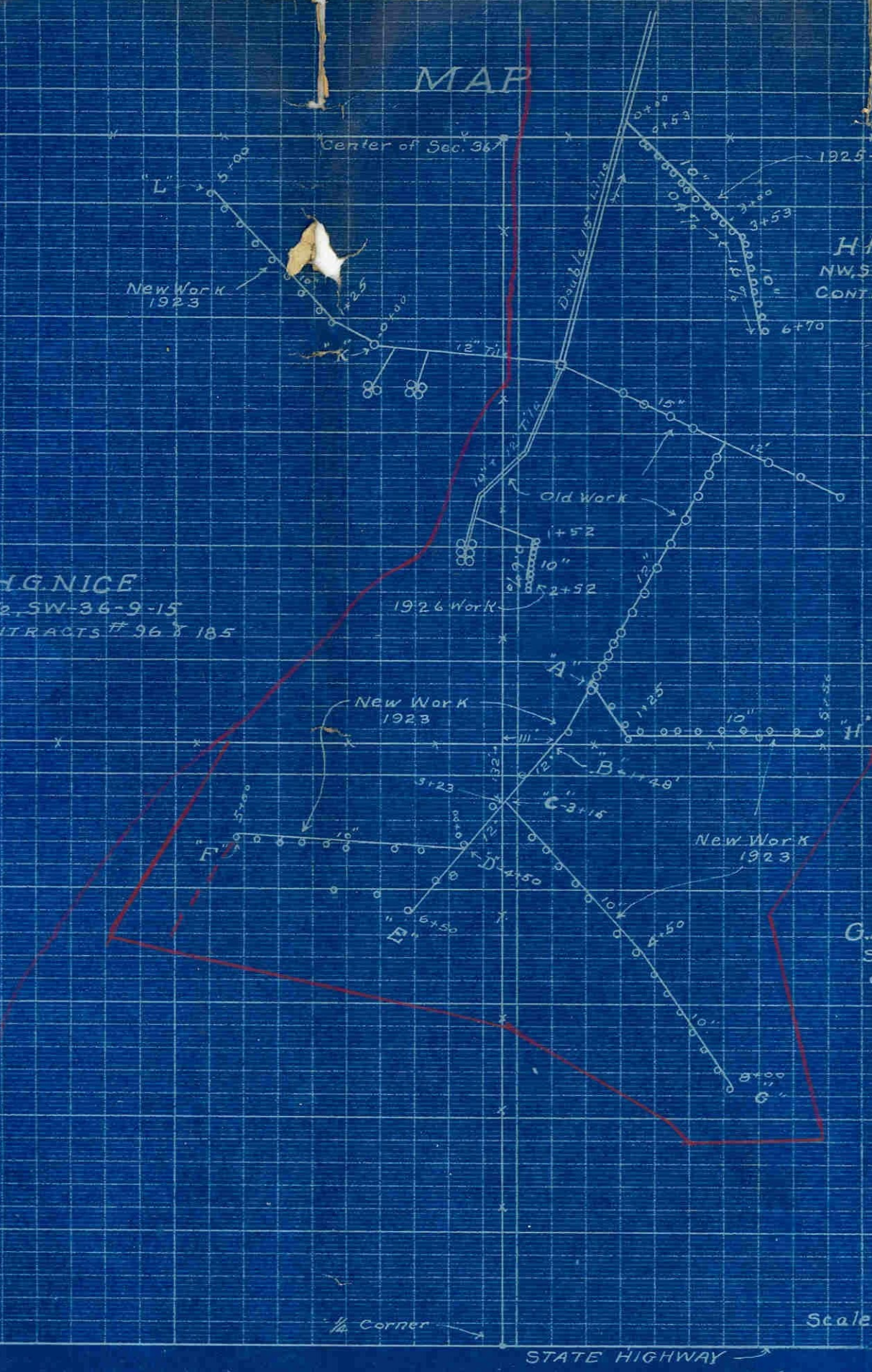
New Work  
1923

**G.A.ERHART**  
SWSE-36-9-15  
CONTRACT # 156

1/4 Corner

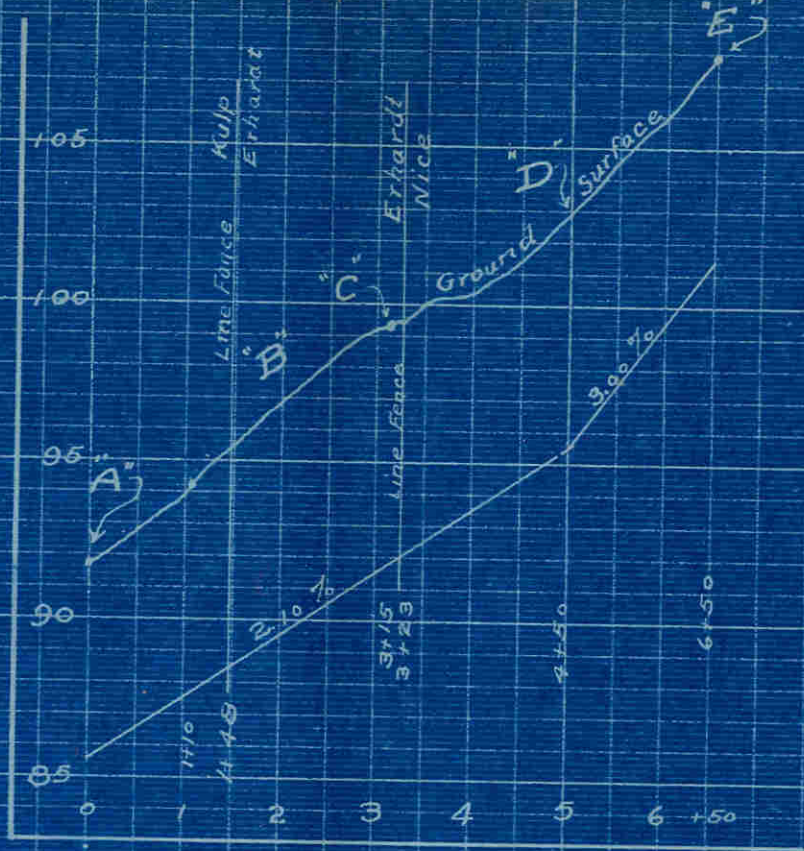
STATE HIGHWAY

Scale = 1" = 300'

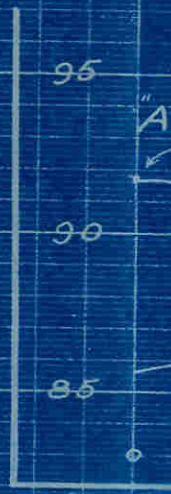


925-26 Work

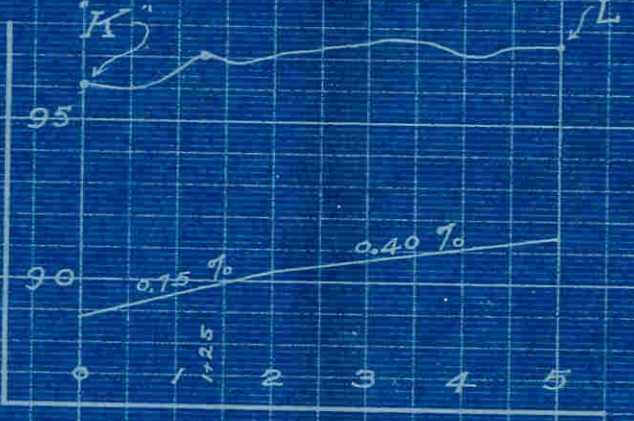
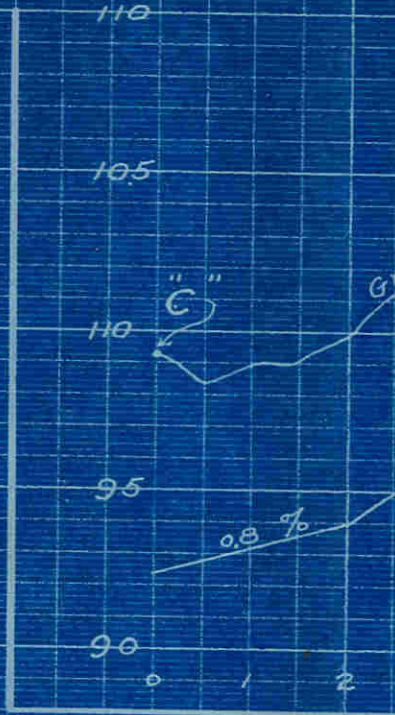
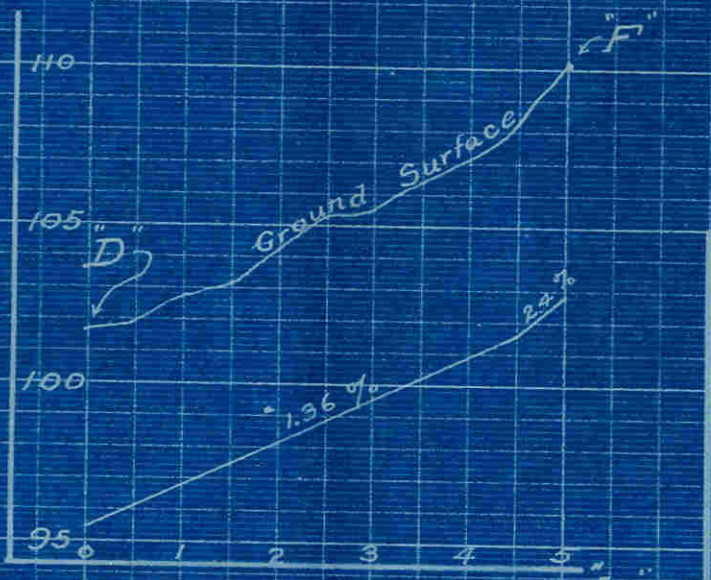
HANKULP  
NW, SE-36-9-15  
CONTRACT # 155



PR  
NICE - E  
NEW W



G. ERHARDT  
SW, SE-36-9-15  
CONTRACT # 184



Scale = 1" = 300'

# PROFILES OF THE NICE-ERHARDT-KULP DRAINS

NEW WORK - SEASON 1922 Y 1923  
July 1923

