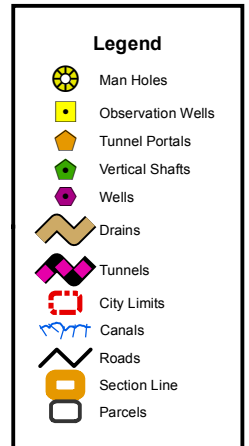


CONTRACT
No. 206

C.M. Waters

Legal Description:
NE1/4SE1/4

Section 19
Township 9 South
Range 15 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

206

153074

Agreement.

C. M. Waters.

C. C. Co.

Secretary. Twin Falls Company therefore as prescribed, and his own name as President acknowledged to me that he subscribed the name of the Twin Falls as the President Secretary of the Twin Falls Canal Company, and for the person whose name is subscribed to the within instrument

STATE OF IDAHO)
County of Twin Falls)

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

W. J. L. Co.

48 pages past 4

at 4 P. M., this 30

day of Dec A. D., 1904 in my

office and duly recorded in book 8

page C. C. & B.

W. J. L. Co.

W. J. L. Co.

W. J. L. Co. Deputy.

Received to:
W. J. L. Co.
at City

C. M. Waters
206

BA

TWIN FALLS CANAL COMPANY

BY

[Handwritten signature]

TWIN FALLS CANAL COMPANY

original
A G R E E M E N T .

DRAINAGE BY COOPERATION.

206
THIS AGREEMENT Made this 22, day of Dec, 1922
by and between C M Waters of Santa Monica, Cal., 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: 80, acres in the N16 SE - Sec. 19-9-15
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 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 direct-
ion 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, 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) 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.

(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 Buhl, Gravel at Rix, and drill such
drainage wells as the Company believes necessary, and drill and
blast such rock that 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 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.

(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 C. M. Waters

State of California,)
County of Los Angeles) ss.

On this 22nd day of December, in the year nineteen hundred and 22, A. D., before me, C. D. Francis, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared C. M. Waters

personally

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county the day and year in this certificate first above written.

Notary Public in and for Los Angeles County, State of California.

NOTARY PUBLIC

In and for the County of Los Angeles, State of California
My Commission Expires Oct. 22, 1928

L. H. Terrence
Notary Public.

My commission expires, 12/21, 1924

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss.

On this _____, day of _____, 19____, before me, _____, a Notary Public in and For Twin Falls County, State of Idaho, personally appeared _____

and _____

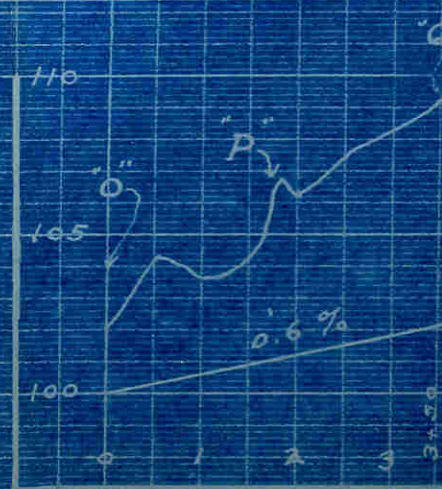
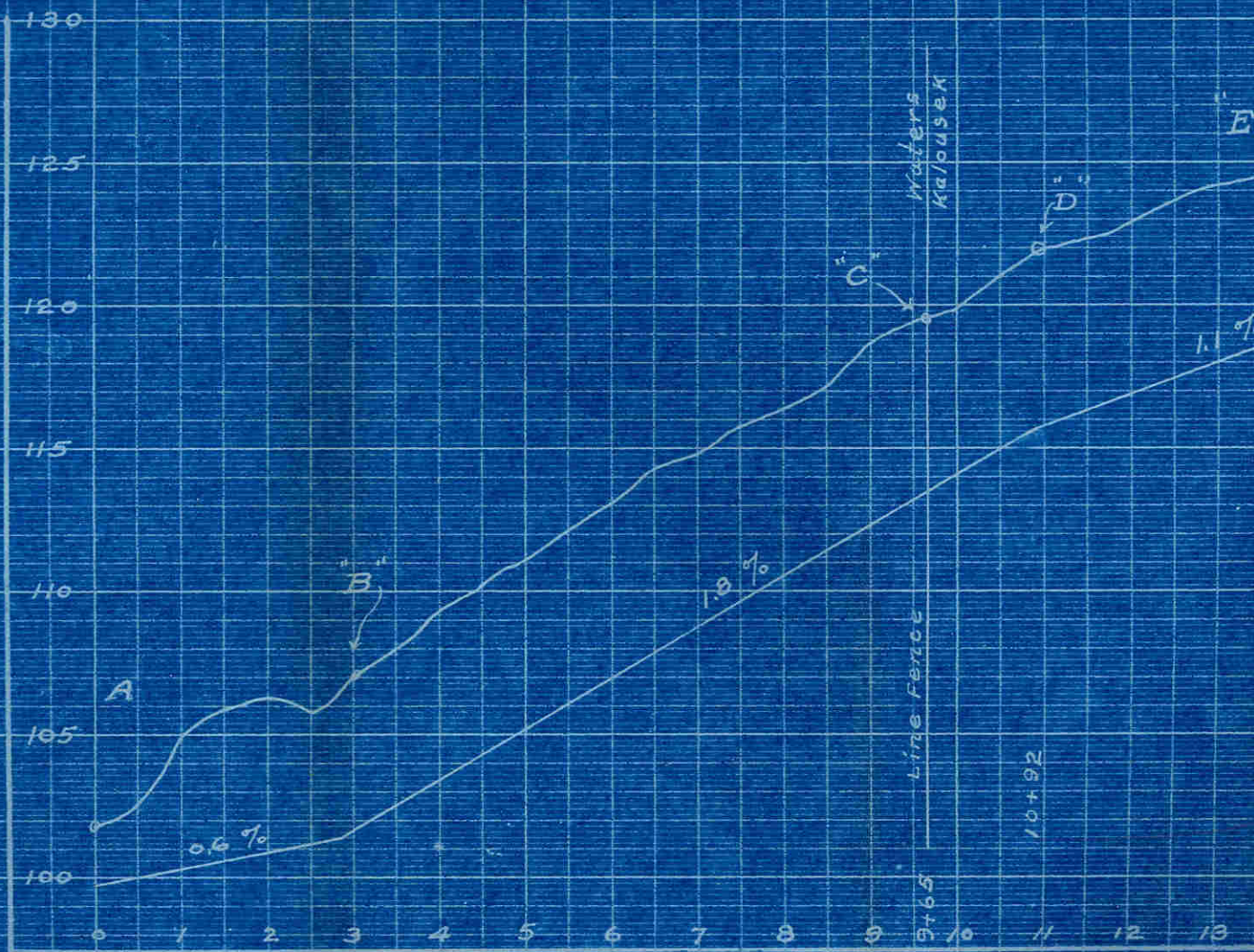
being the first part _____ to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first part _____; and duly acknowledged to me that _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____, day of _____, 19____.

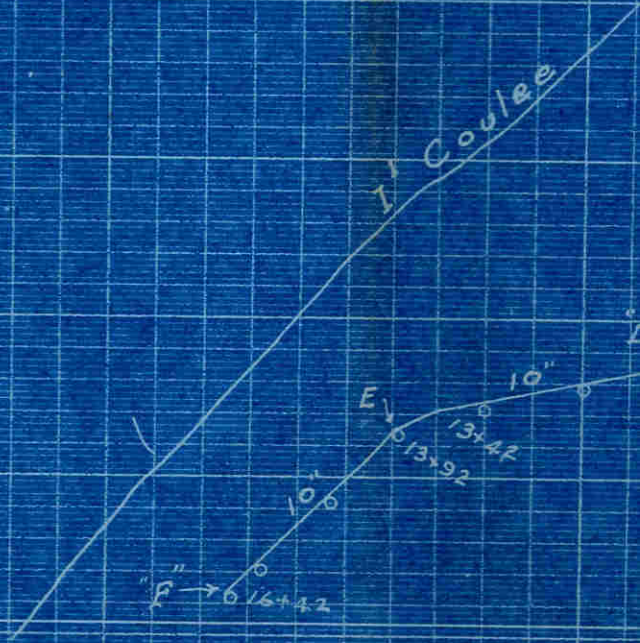
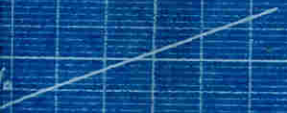
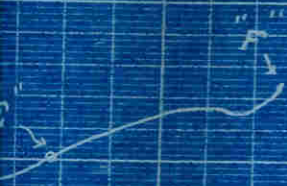
My commission expires, _____, 19____.

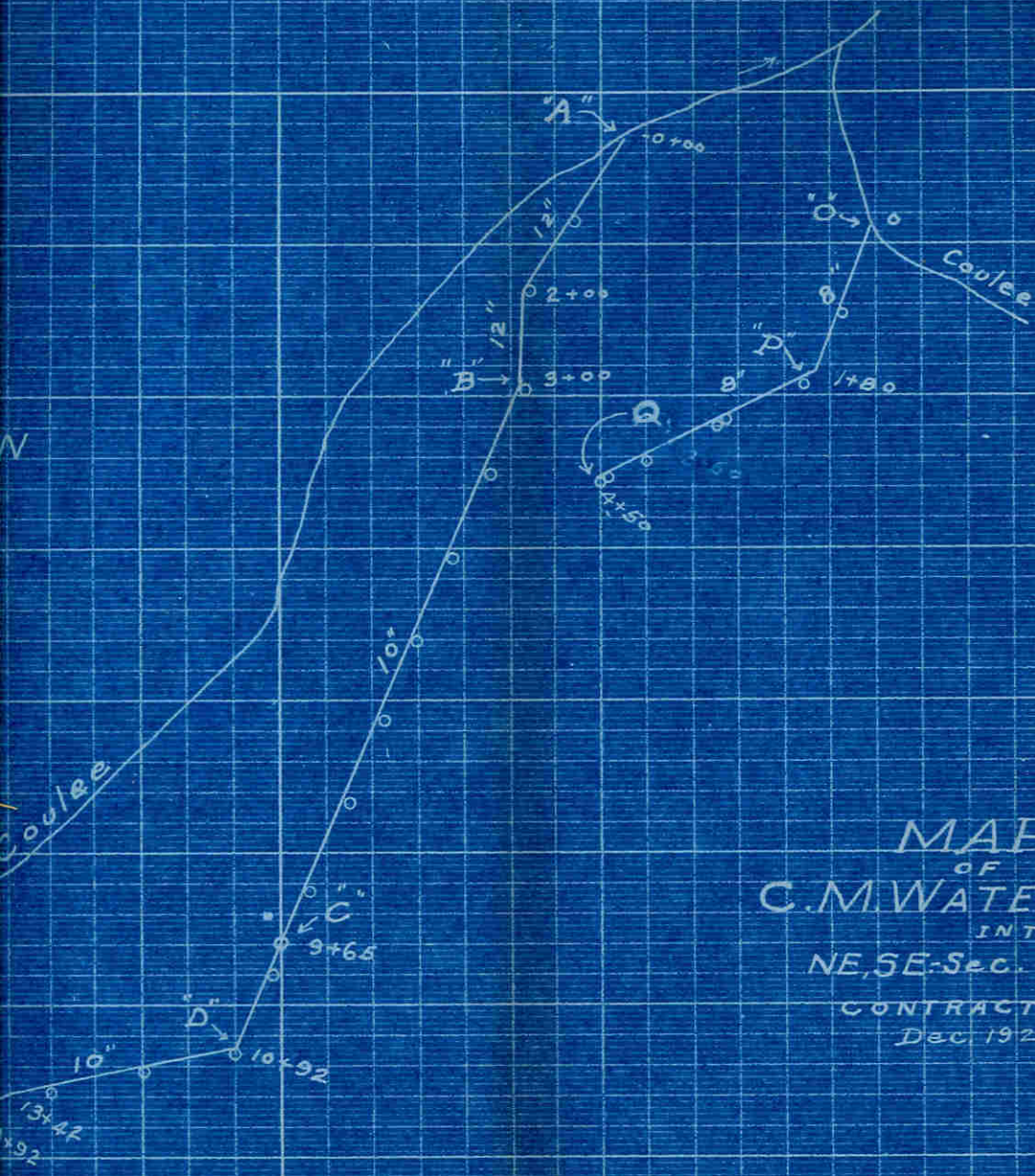
Notary Public.

PROFILES OF C.M. WATERS and JOHN KALOUSEK DRAINS



MAP
OF
JOHN KALOUSEK DRAIN
IN THE
NW-SE, SEC. 19-9-15.
CONTRACT #





MAP
 OF
 C.M. WATERS' DRAINS
 IN THE
 NE, SE-SEC. 19-9-15.
 CONTRACT
 Dec. 1922

Scale - 1" = 200'