

**CONTRACT**  
No. 210

J. E. Keel

Legal Description:  
SW1/4SW1/4

Section 17  
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.

210  
J & Keel - Glasgow  
154746

Agreement.

*See See*  
*17-9-15*

County of Twin Falls }  
as  
I hereby certify that this instrument  
filed for record at request of  
*John Jones*  
at *54* minutes past *4*  
o'clock *p* on the *23*  
day of *Feb* A.D. 18*93*  
before me  
for said  
County and State personally appeared *John Jones* known to me  
as the Assistant Secretary of the Twin Falls Canal Company, and  
to be the person whose name is subscribed to the within instrument  
County and State personally appeared *W. O. Taylor* known to me  
as the Assistant Secretary of the Twin Falls Canal Company, and  
to be 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

*John Jones*  
at *54* minutes past *4*  
o'clock *p* on the *23*  
day of *Feb* A.D. 18*93*

*C. A. B.*  
*446*  
*John Jones*

*W. O. Taylor*  
Deputy

*John Jones*

*100*

A G R E E M E N T .

DRAINAGE BY COOPERATION.

*Gasgrew*  
THIS AGREEMENT, Made this 210 day of January, 1923  
by and between J. S. Keel of Twin Falls, 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." assigns of the parties hereto  
are hereby.

WHEREAS, the following described land belonging to the owner  
towit: 1.33 acres in the SW 1/4 - Sec 17-9-15  
1/4, 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, construct 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 Pit, and drill such drain-  
age 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 J. S. Keel

TWIN FALLS CANAL COMPANY.

By W. O. Taylor  
Assistant Secretary.

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss.

On this 22<sup>nd</sup> day of January, 1923, 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 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 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 )

On this 15<sup>th</sup> day of January, 1923 before me W. O. Taylor, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared \_\_\_\_\_

J. S. Keel 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.

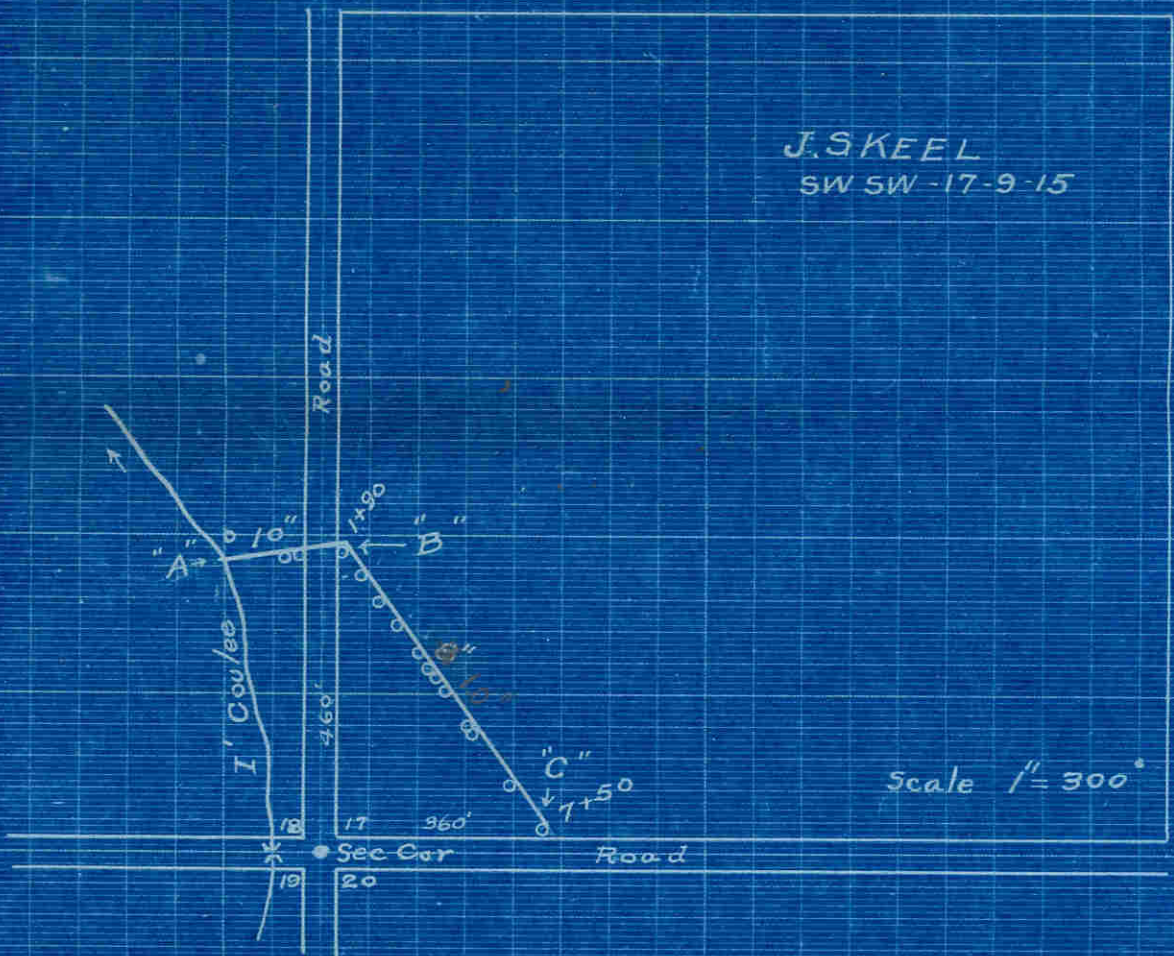
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15<sup>th</sup> day of January, 1923

My Commission expires \_\_\_\_\_, 19\_\_.

W. O. Taylor  
Notary Public.

127446  
J. S. Keel  
W. O. Taylor

J. SKEEL  
SW 5W-17-9-15



Scale 1" = 300'

