



CONTRACT
242

Intermountain
Life Ins.

Legal Description:
E1/2SW

Section 2
Township 10 South
Range 17 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.

Inter Mt. Life Ins. Co.

170580

2-10-17

COUNTY OF TWIN FALLS
STATE OF IDAHO

28.

On this 10th day of September, 1917, I, the undersigned, a Notary Public in and for the State of Idaho, do hereby certify that the following is a true and correct copy of the original of the instrument recorded at request of *F. C. Lynch* on the 9th day of September, 1917, at *9:30* o'clock *A.M.* in my office and duly recorded in my office at *Idaho Falls, Idaho* on the 10th day of September, 1917, at *10:18* o'clock *A.M.* in my office at *Idaho Falls, Idaho*.
Witness my hand and seal at the City of *Idaho Falls, Idaho*, this 10th day of September, 1917.

STATE OF IDAHO
County of Twin Falls

I hereby certify that this is a true and correct copy of the original of the instrument recorded at request of *F. C. Lynch* on the 9th day of September, 1917, at 9:30 o'clock A.M. in my office and duly recorded in my office at Idaho Falls, Idaho on the 10th day of September, 1917, at 10:18 o'clock A.M. in my office at Idaho Falls, Idaho.

F. C. Lynch

30 minutes past 9 o'clock

day of *Sept*, 1917

office and duly recorded in my office at *Idaho Falls, Idaho*

of *Idaho Falls, Idaho*

at *Idaho Falls, Idaho*

Ex-Officio Recorder

Fee \$ *1.40*

Return to:

T. J. Curralco

Idaho Falls, Idaho

BY *W. C. [Signature]*

TWIN FALLS CANAL COMPANY

A G R E E M E N T, such as was in the

of the same DRAINAGE BY COOPERATION.

THIS AGREEMENT, Made this 3, day of September, 1924,
by and between Inter Mountain Life Insurance Co., 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." executed by the hand of
its Assistant Secretary.

WHEREAS, the following described land belonging to the owner
towit: _____, acres in the E-SW-1/4: Sec. 2, T.10, S. R. 17 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 wells 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 direct-
ion of said General Manager locate the lines upon which said drain-
age 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 reason-
ably 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 General Manager.

(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 Twin Falls, and drill such drain-
age wells as the Company believes necessary, and drill, blast and
excavate such rock as 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.

Twin Falls Canal Company

BY W. O. Taylor & Secy.

TWIN FALLS CANAL COMPANY.

[Handwritten signatures and stamps, including "Notary Public" and "Twin Falls Canal Company"]

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS.

On this 29 day of Aug, 1920, before me, J. B. Lynch, 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, May 1st, 1928.

J. B. Lynch
Notary Public.

STATE OF IDAHO Utah)
COUNTY OF Salt Lake) SS.

On this 3rd day of September, 1924, before me, E. H. Gauntlett, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared J. O. Carter President, Delta Mt. Life Insurance Co.

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 3rd day of September, 1924.

My commission expires, April 22, 1925.

E. H. Gauntlett
Notary Public
Salt Lake City Utah

000001
1000001
CO. 611 611 . J.M. 100001

Aug. 1931

This Land has been very well drained by two tile lines. One along the East side of the Coulee on the south 40 and a "T" line on the north 40.

The north north line and the west line is being completed with more wells and by extending tile from station 2+00 to 4+65

T. H. Perrine