

**CONTRACT
No. 252**

**High &
Fritchman**

Legal Description:
SW1/4SW1/4

Section 28
Township 9 South
Range 14 East

Legend

- Man Holes
- Observation Wells
- Tunnel Portals
- Vertical Shafts
- Wells
- Drains
- Tunnels
- City Limits
- Canals
- Roads
- Section Line
- Parcels



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Created: 8/2016

252

High & Fritchman Drains

SW SW:

28-9-14

Agreement. # #
175905 2 252

High & Fritchman Co.

That in this agreement first above written
 their corporate seals to be affixed to
 their respective corporate names
 IN WITNESS WHEREOF, the Board of Directors
 hereof are bound hereby.

(A) That the undersigned
 the Company for irrigation
 of said wells and the drains, the same shall be subject to the use of
 (c) That should a flow of water be obtained by reason

Witness:

[Signature]
 Secretary

F. Church

15
19
6.9.13

Al. S. ...

60

[Signature]
 President

San Juan Canal Co. 6/60
City

A G R E E M E N T

DRAINAGE BY COOPERATION

or acknowledge that the seepage hereinbefore referred to or any part thereof, is the result of any neglect or other act or omission on the part of the owner.

THIS AGREEMENT, Made this 23rd day of February, 1925, by and between High & Fritchman Company, of Boise, 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, to-wit: 10 acres in the ^{Southwest Corner of the} Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of section 28, Township 9 South of Range 14 East of the Boise Meridian, Idaho, is at present being threatened by seepage, and whereas, the ~~owner~~ ^{Company} is about to install a drainage system, comprizing 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 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, 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, but shall leave said lands in as good condition for farming as they were before said entry and work.

(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 Company shall do all the work and furnish all the material necessary for the installation of said drains and shall pay such expenses in connection therewith as is the usual practice of said Company under drainage by co-operation; provided, however, that the owner shall pay the expenses to said Company of excavation of trenches in earth, gravel or loose rock which can be handled with pick and shovel in excess of the sum of 27¢ per cubic yard, which sum shall be paid by the Company; the owner shall also pay for hauling tile and gravel from the Company's yard at Buhl, Idaho, shall lay the tile, join the wells thereto, cover the joints of tile with sand, fill and properly puddle the trenches, all under the direction of the Company's General Manager; provided, however, that the total expense of said owner shall be the actual cost of the above work, an itemized statement of which shall be furnished by said Company to said owner, but in no event shall the owner be liable to pay in excess of the sum of \$107.20 in connection with any or all of said work.

(5) That this contract is made for co-operation and division of expense only. That the Company does not in any wise admit

or acknowledge that the seepage hereinbefore 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 admits or acknowledges a liability on account of same, or liability or responsibility to install the said, or any system of drainage, but if no system is installed the said owner shall not be required to make any payment.

(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.

(7) That the successors and assigns of the parties hereto are bound hereby.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their respective corporate names to be signed by their Presidents and their corporate seals to be affixed by their Secretaries the day and year in this agreement first above written.

HIGH & FRITCHMAN COMPANY

Attest:

[Signature]
Secretary

By

[Signature]
President

Attest:

[Signature]
Secretary

TWIN FALLS CANAL COMPANY

By

[Signature]
President

STATE OF IDAHO,)
County of Twin Falls,) ss

On this 12th day of March, 1925, before me, Emma Wick, a Notary Public in and for said County and State, personally appeared W. G. Taylor, known to me to be the person whose name is subscribed to the within instrument as the ~~Assistant Secretary~~ ^{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 ~~Assistant Secretary~~ ^{President}.

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

[Signature]
Notary Public

My commission expires July 20 - 1929 Residing at Twin Falls Idaho

STATE OF IDAHO,)
County of Ada,) ss

On this 23rd day of February in the year 1925, before me Fred R. Fenton, a Notary Public in and for said State, personally appeared Ira E. High known to me to be the President of the corporation that executed the foregoing instrument as party of the first part, and acknowledged to me that such corporation executed the same.

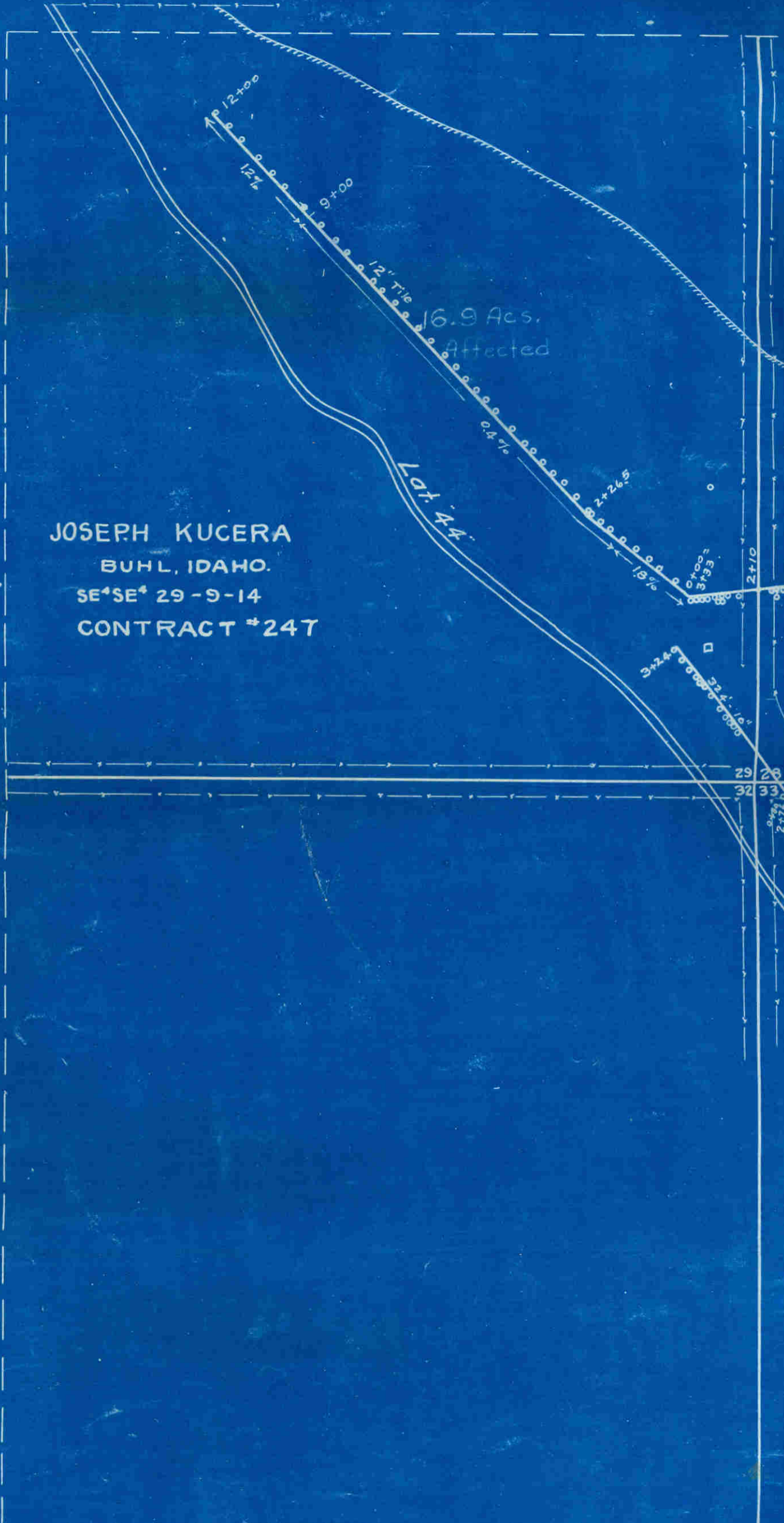
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

[Signature]
Notary Public residing at
Boise, Idaho

High & Fritchman Co.
13202
525

[Handwritten notes]

JOSEPH KUCERA
BUHL, IDAHO.
SE⁴SE⁴ 29-9-14
CONTRACT #247



HIGH & FRITCHMAN
BOISE, IDAHO
PART SW⁴SW⁴ 28-9-14
CONTRACT #252

10.0 Ac
Affected

Open Drain

LN Coulee

18.2 Acres
Affected

LAT. #44

SAM FEELER
BUHL, IDAHO
NW⁴NW⁴ 33-9-14
CONTRACT # 248

