



CONTRACT  
No. 305

H.J. Weaver

Legal Description:  
SE1/4NE1/4

Section 7  
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.

# 305

Drainage Agent

203980

H. J. Weaver

L. E. M. E.

STATE OF IDAHO

COUNTY OF TWIN FALLS

STATE OF IDAHO  
County of Twin Falls

County of Twin Falls  
State of Idaho

I hereby certify that this last return

for the year 1925

at 3:35 o'clock on the 19th

day of August, A. D. 1925

office and only as listed in book 10

of 60 8 43

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180

and 100

of Twin Falls

County of Twin Falls

State of Idaho

at 3:35 o'clock on the 19th

day of August, A. D. 1925

first part; and that I am not known to me to be the first part being the first part  
executed  
being as said  
instrument,

IN WITNESS WHEREOF, I have hereunto set my hand and official

Harry C. Johnson  
Notary Public

L. E. M. E.

15-5-1925

Notary Public

A G R E E M E N T

(3) That DRAINAGE BY COOPERATION of the parties hereto  
are hereby agreed to.  
THIS AGREEMENT, made this 21<sup>st</sup>, day of December,  
1927, by and between

H. J. Weaver has set hand and the  
second party has set hand and the  
its Assistant Secretary.  
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".

By  
WHEREAS, the following described land belonging to the owner  
to wit: \_\_\_\_\_, acres in the SE, NE - Sec. 7 - 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 well 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.

and  
(4) That the owner shall deliver gravel/the tile, fill and  
properly puddle the trench all under the direction of the Company's  
General Manager.

(5) That the Company shall furnish tile and gravel at the  
Company's yards at Buhl, and drill such drainage wells as the  
Company believes necessary, and excavate the trenches.

(6) That this contract is made for cooperation and division  
of expense only. That the Company does not in any way admit or  
acknowledge that the seepage here-in-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 way 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.

(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 a ditch or water  
ways necessary to convey such waters to the place or places de-  
sired by the Company in order to utilize or dispose of the same.

part of the same between  
THIS AGREEMENT, made this 21st day of December, 1927

DEVIANCE BY COOPERATION

V C B E E W E E D J

(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 \_\_\_\_\_ By H. J. Weaver

By \_\_\_\_\_ By \_\_\_\_\_

TWIN FALLS CANAL CO.

By Chas. H. Brown

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss

On this 21st, day of Dec., 1927 before me L. H. Perrine, A Notary Public in and for said County and State, personally appeared Chas. H. Brown, 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 thereunto set my hand and affixed my official seal on the day and year in this certificate above written.

My commission expires, 12-21, 1927.

L. H. Perrine  
Notary Public

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss

On this 21st, day of Dec., 1927, before me, L. H. Perrine, A Notary Public in and for Twin Falls County, State of Idaho, personally appeared H. J. Weaver

and \_\_\_\_\_ and \_\_\_\_\_

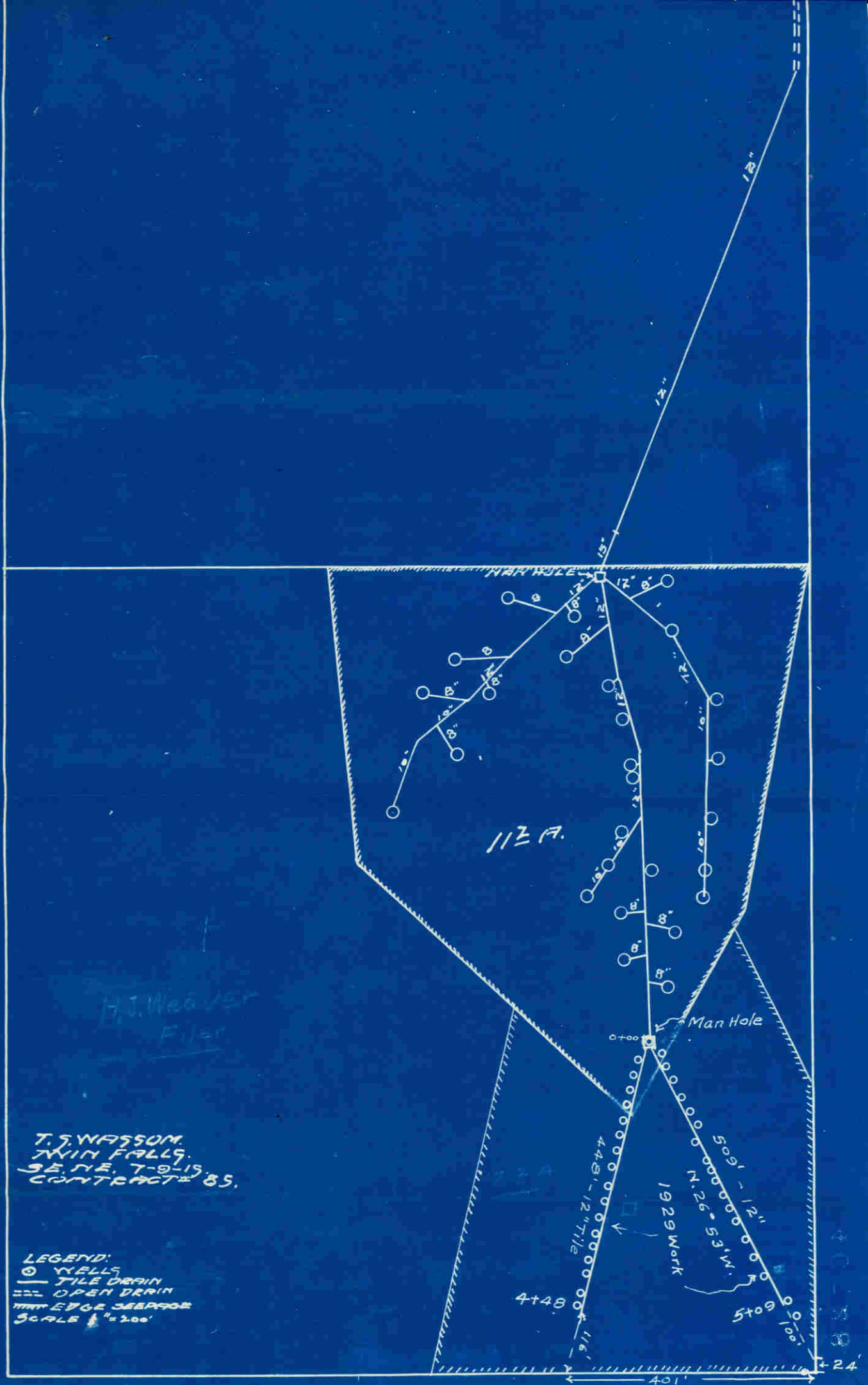
being the first part \_\_\_\_\_, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first part \_\_\_\_\_; and duly acknowledged to me that \_\_\_\_\_ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st, day of Dec., 1927.

My commission expires, \_\_\_\_\_, 19\_\_\_\_.

L. H. Perrine  
Notary Public

# 302  
503280  
H. J. Weaver



H.J. Weaver  
 Files

T.S. WASSON  
 TWIN FALLS  
 S.E. 7-9-15  
 CONTRACT # 85.

LEGEND:  
 ○ WELLS  
 — TILE DRAIN  
 --- OPEN DRAIN  
 --- EDGE DRAINAGE  
 SCALE 1" = 200'

53-04