

CONTRACT  
314

A.B. Wilson

Legal Description:  
SWNW

Section 10  
Township 10 South  
Range 17 East

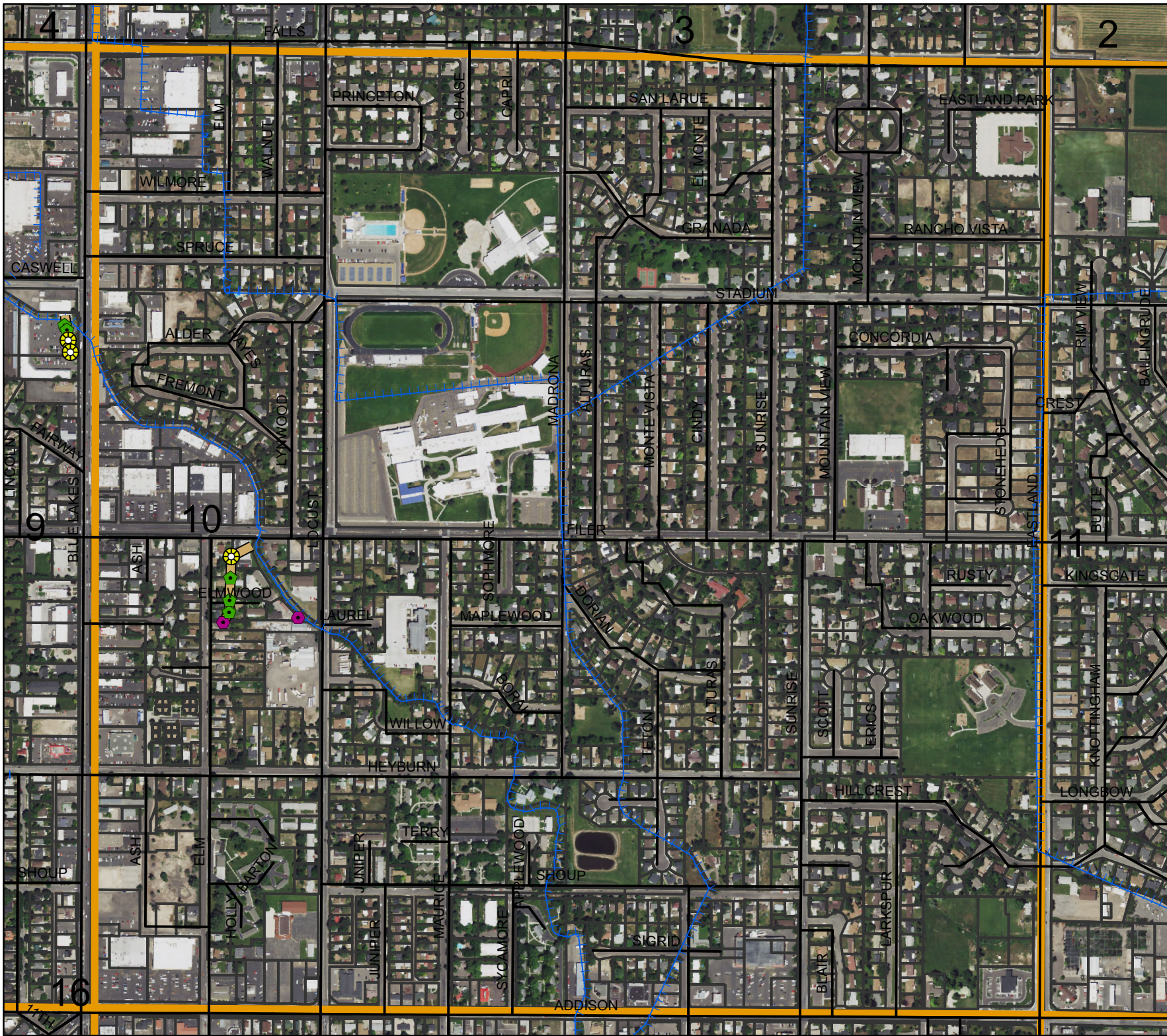
**Legend**

- 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.

Created: 8/2016





314

208391

Drainage Agreement

Asher B Wilson

To *See No.*  
Twin Falls Canal Co.

STATE OF IDAHO  
County of Twin Falls

*10-10-17*

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

T. F. Canal Co.

at 51 minutes past 9  
o'clock A.M., this

day of May, A. D. 1928, in my

office and duly recorded in book 10

of C. A. & B. at

page 91

Harry B. Parsons

Ex-Officio Recorder.

Frank J. Smith

Deputy.

Fees \$ 40

Return to:

\_\_\_\_\_

\_\_\_\_\_

A G R E E M E N T

DRAINAGE BY COOPERATION

(3) That the successors and assigns hereto are bound hereby.

THIS AGREEMENT, made this 1st, day of May 1928, by and between

Asher B. Wilson and Harriet S. Wilson, husband and wife

By Asher B. Wilson  
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: 35 acres, in the SW<sup>1</sup> of NW<sup>1</sup> sec 10, twp. 10, range 17 except N<sup>2</sup> NW<sup>1</sup> of NW<sup>1</sup> of SW<sup>1</sup> of NW<sup>1</sup> is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprising 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 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. ~~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, deliver gravel and 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 Twin Falls, 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 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 \_\_\_\_\_ By Asher B. Wilson

By \_\_\_\_\_ By Harriet S. Wilson

TWIN FALLS CANAL CO.  
By Chas. H. Brown  
*asst Secy*

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss

On this 18, day of May, 1928 before me County Recorder  
Harry Parsons, ~~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,~~  
\_\_\_\_\_, 19\_\_\_\_.

Harry Parsons  
Recorder for Twin Falls  
County, Idaho  
Notary Public, Residence  
Twin Falls, Idaho

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss

On this 1st, day of May, 1928, before me, the undersigned, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared Asher B. Wilson and Harriet S. Wilson, being the first parties, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first parties; and duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of May, 1928.

My commission expires,  
\_\_\_\_\_, 192\_\_\_\_.

William L. Smith  
Notary Public, Residence  
Twin Falls, Idaho

HOMES  
IRRIGATED FARMS  
STOCK RANCHES  
BUSINESS OPPORTUNITIES



INSURANCE  
FARM LOANS  
F.H.A. HOME LOANS

# TWIN FALLS REALTY & INSURANCE

115 MAIN AVENUE EAST — PHONE 1865

JOHN C. BISHOP  
RES. PHONE 2427

GEORGE E. HANEY, JR.  
RES. PHONE 1013

R. G. 'SKIP' HUNT  
RES. PHONE 3539

July 31, 1956

Twin Falls Canal Company  
163 Second Avenue West  
Twin Falls, Idaho

Gentlemen:

In regard to the Asher B. Wilson property at the corner of Blue Lakes Boulevard and Filer Avenue East that we purchased, there seems to be a drainage agreement number 314.

This we believe no longer serves any purpose; and since it clouds up our titles in subdividing this property, we are wondering if you could issue a release.

Thanking you.

Yours very truly,



John C. Bishop

JCB:pjh