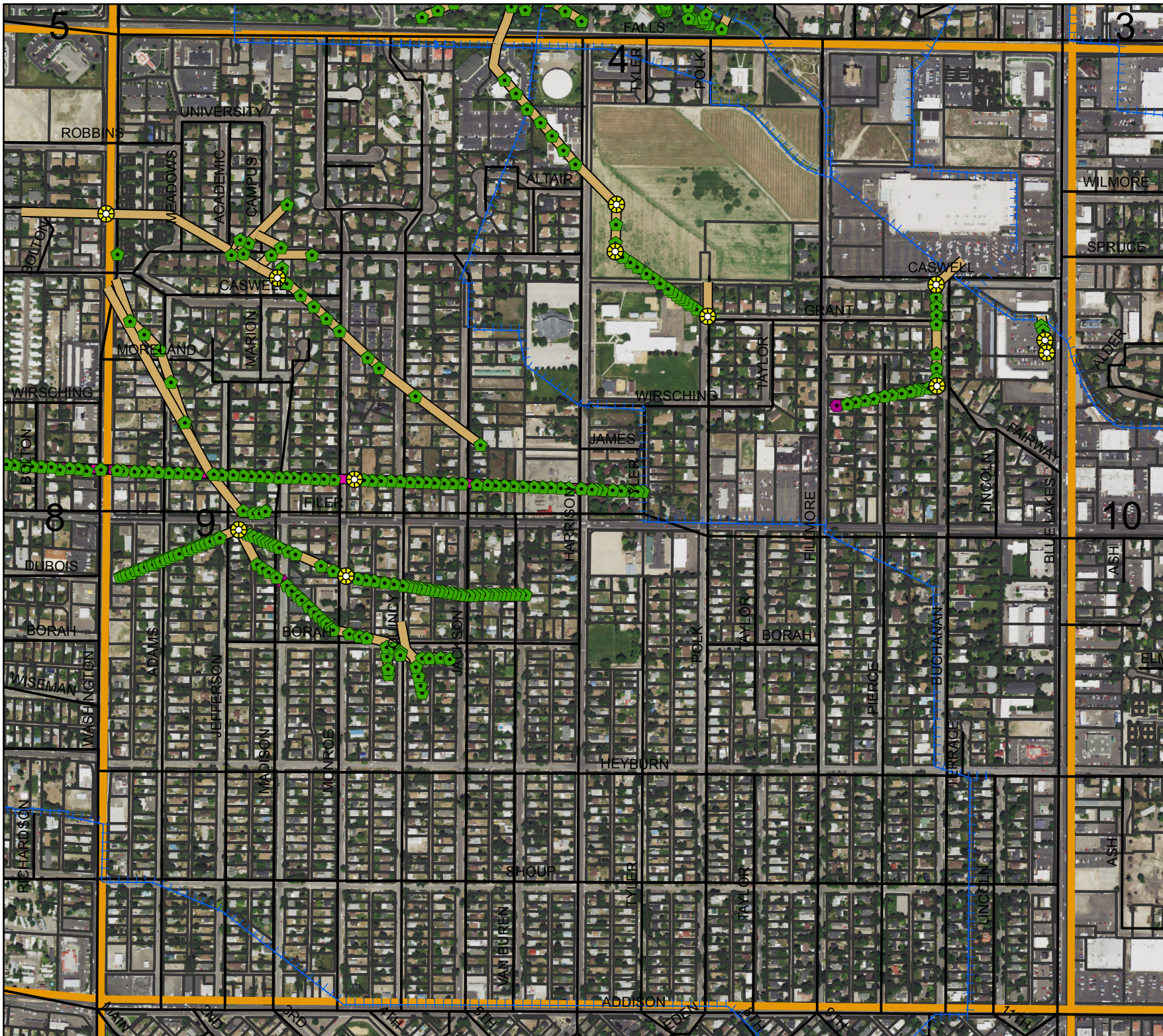


# CONTRACT 324

W.E. Edwards

Legal Description:  
NENENW

Section 9  
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.

# 324

W.E. Edwards

NE. NE. NW: 9-10-17

A G R E E M E N T

DRAINAGE BY COOPERATION

(8) That the successors and assigns of the parties hereto  
 THIS AGREEMENT, made this 21<sup>st</sup>, day of December  
 1928, by and between Mattie E. Edwards and  
W.F. Edwards  
 IN WITNESS WHEREOF the said parties have hereunto set their hands and the  
 second party has caused this instrument to be executed by the hand of  
 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."

WHEREAS, the following described land belonging to the owner  
 to wit: 10. acres in the NENESW, SEC. 9, T. 10, S. R. 17, E. B.M.  
10. A., 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, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ before me

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  
 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 Matie E. Edwards By \_\_\_\_\_

By W.F. Edwards By \_\_\_\_\_

TWIN FALLS CANAL CO.

By \_\_\_\_\_

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss

On this \_\_\_\_\_, day of \_\_\_\_\_, 19\_\_\_\_ before me \_\_\_\_\_, A Notary Public in and for said County and State, personally appeared \_\_\_\_\_ 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\_\_\_\_.

Notary Public

STATE OF ~~IDAHO~~ WYOMING )  
COUNTY OF ~~TWIN FALLS~~ NATRONA ) ss

On this 21st., day of December, 19 28, before me, W. J. Portis, A Notary Public in and for Natrona County, State of Wyoming, personally appeared Matie E. Edwards and Walter F. Edwards and

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 21st., day of December, 19 28.

My commission expires, May 25th., 19 32.

W. J. Portis  
Notary Public

THE MIDWEST REFINING COMPANY

CASPER, WYOMING

Dec 26 1928

My Burton Smith  
Gen Mgr. I F Canal Co  
Twin Falls Ida  
New div:

Am enclosing signed contract for drainage ditch through our property in Dec 9-10-17. as shown by blue line marked "proposed change" on map which you sent me Dec 11.

Think that the change will be very satisfactory and I thank you for making it.

As it would not be possible for us to arrange for the tile and gravel hauling we will ask that the Canal Company do it and bill us for the charges as per your letter of Nov 11.

Thanking you for your courtesy  
Very truly

W. F. Edwards

Box 636  
Midwest Wyo

9-10-17

E.M. JONES  
W 1/2 Lot 8  
CONT # 325

E.M. MCCLERY  
Lot 8  
CONT # 161

CHAS LARSON.  
Lot 16 MOORMAN ADD.  
Job # 162

T. C. BARKER.  
10 A. NW. NE. SW: 9-10-17  
CONT. No. 323

W. E. EDWARDS  
10 A. NENE. SW: 9-10-17.  
CONTRACT NO. 324.

Center of Sec.  
9-10-17.

6739'

71'

71'

4095'

10"

4+257

4+71"

4+93.3

14" TILE

16

14"

12"

12"

12"

12"

12"

12"

12"

12"

12"

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7+09.3

4+257

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