



CONTRACT
No. 353

Behrensmeyer

Legal Description:
NE1/4NW1/4

Section 33
Township 10 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.

Behrensmeyer

33-10-15

W E W W

State of Idaho, County of Twin Falls, Behrensmeyer

W. P. Behrensmeyer

to
J. J. Canal Co

STATE OF IDAHO }
County of Twin Falls }

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

Twin Falls Canal Co

at _____ minutes past _____
o'clock *AM* this _____

day of *JAN* - 6 1937 A.D. 19 _____ in my
office and duly recorded in book *111*

of *55* page *55*

Irma J. Smith
Ex-Officio Recorder

Paul J. Gowdon
Deputy

Fec \$ *1.80*

Return to
Twin Falls Canal Co
City

(stamp)

D R A I N A G E A G R E E M E N T

THIS AGREEMENT, made this 11th day of ^{June}~~May~~, 1936, by and between H. P. Behrensmeyer and Mina Behrensmeyer, his wife, parties of the first part, called the "Owners" and the Twin Falls Canal Company, an Idaho corporation of Twin Falls, Idaho, party of the second party called the Company".

WHEREAS, the following described land, belonging to the owners to-wit: Eighty acres in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 33, T. 9 S., Range 15 E. B. M. is at present being threatened by seepage, and whereas, the owners are 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 popular trees are permitted by the owners to grow within one hundred (100) feet of these tile lines.
- (3) That the owners 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) In backfilling trenches that have been excavated, the Company will make a reasonable effort to replace the material excavated, but shall not be required to remove any rock from the land which may be left on the surface of the ground after the trenches have been filled.
- (5) 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.
- (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, and the owners 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.

(6A) It is further agreed that the parties of the first part do by these presents grant, bargain, sell, convey and confirm unto the party of the second part and to its successors and assigns forever an easement and right-of-way for an open ditch 6 feet wide on the bottom, varying in depth from 3 feet to 14 feet, with a slope of one-half foot to one foot and a tunnel 4 feet wide by 7 feet high beginning at the northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 33, T. 9 S., R. 15 E. B.M., thence running south 900 feet along the west line of said land, thence south 30°30' east 518 feet to the south line of said land;

Also a right-of-way and easement to deposit waste material from said tunnel over a space on said land 20 feet in width beginning at a point 800 feet south of the northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 33, T. 9 S., R. 15 E.B.M., thence running north approximately 350 feet along the west line of said land.

(7) That the administrators, executors, successors and assigns of the parties hereto are bound by these presents.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year in this instrument first above written, and the party of the second part has pursuant to resolution of its Board of Directors caused this instrument to be executed by its _____ President and to be attested by its _____ Secretary, and has hereunto affixed its corporate seal at Twin Falls, Twin Falls County, Idaho, the day and year in this instrument first above written.

H. P. Behrensmeyers (SEAL)

Mina Behrensmeyers (SEAL)
Owners

TWIN FALLS CANAL COMPANY (SEAL)

By Edgar Lipp
President

ATTEST:

D. F. Sanders
Secretary

By James R. Hick
Asst. Secretary

STATE OF ILLINOIS)
County of Adams) SS.

On this 11th day of June, 1936, before me, Leonidas D. May Jr., a notary public in and for said County, personally appeared H. P. Behrensmeyers and Mina Behrensmeyers, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

(Seal)

Leonidas D. May Jr.
Notary Public in and for the
State of Illinois, Residing
at Quincy

STATE OF IDAHO)
County of Twin Falls) SS

On this 5 day of ^{January, 1937} ~~May~~, 1936, before me, Emma R. Hick, a notary public in and for said County, personally appeared Peter Hint, known to me to be the President of the Twin Falls Canal Company that executed the within instrument and acknowledged to me that said corporation acknowledged the same.

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

(SEAL)

Emma R. Hick
Notary Public in and for the
State of Idaho, Residing at
Twin Falls

J. H. SHERFEY
LAWYER
GRIFFIN BUILDING
BUHL, IDAHO

December 19, 1938

Twin Falls Canal Company,
Twin Falls, Idaho.

Gentlemen:

Your attention is directed to a certain drainage canal or ditch which you have caused to be excavated on the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33, Twp. 9 S. R. 15 E. B. M., of which land I am the owner.

You have excavated this ditch about one-half way across this forty, and have left it open, thereby damaging me on account of your use of a strip of land approximately seventy feet wide; and you are required to cause this drainage tunnel to be so made that you can refill the excavation so that the land taken may be restored to its original use.

I request that you make this improvement before the beginning of farming operations for the year 1939.

Very truly yours,

James Heibrant