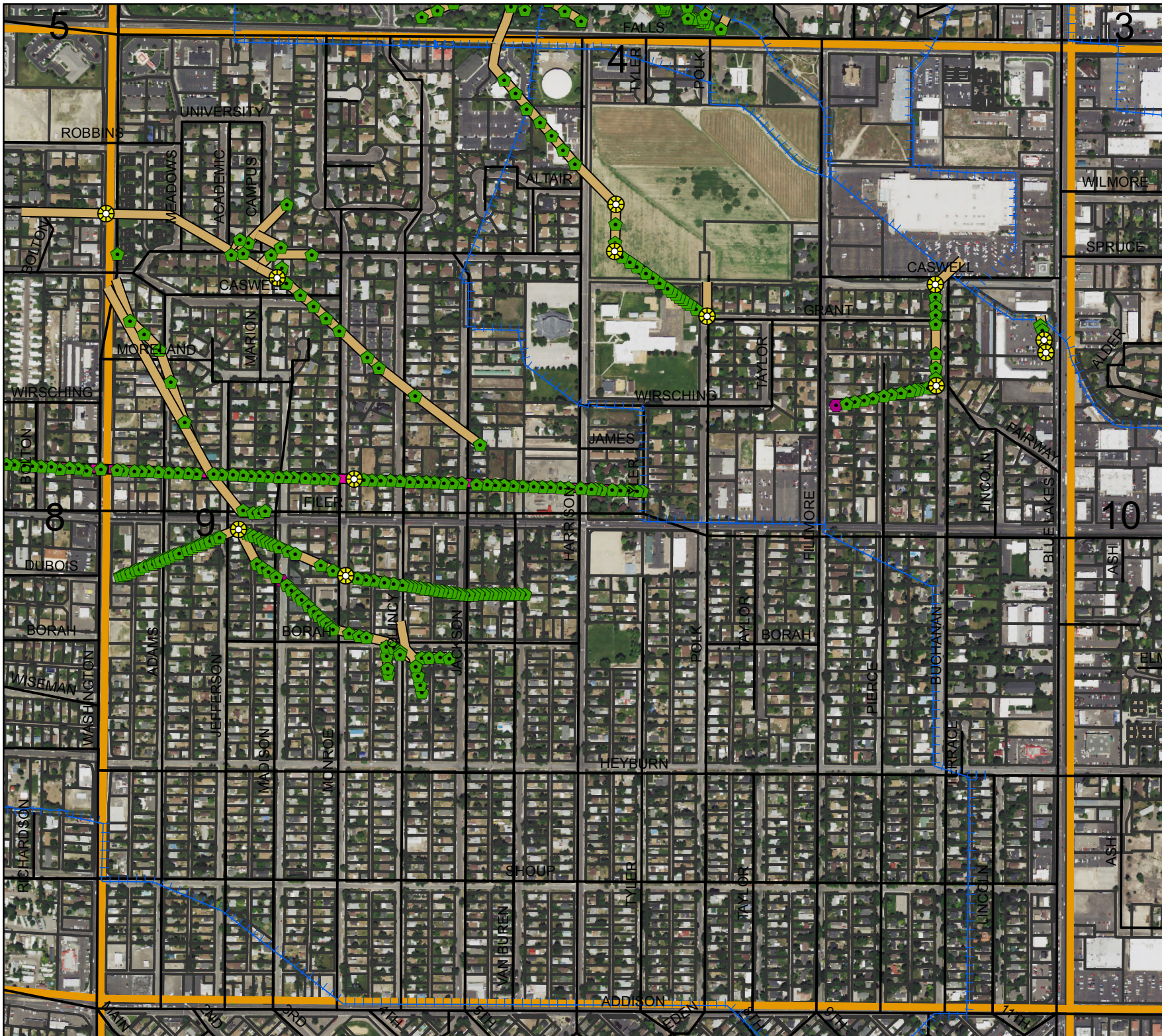


# CONTRACT 195 & 35

F.E. Beatty

Legal Description:  
N1/2NW

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.



# AGREEMENT

## WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

*F. E. Bentley*  
*W. O. Taylor*

Party of the Second Part.

Sec. 9 Tp. 10 R. 17

Oct 1915

*W 1/2 NW 1*

Contract # 35  
F. E. Beatty  
Iron Falls Ida.  
72nd 9-10-17.

This work was done during the winter 1915 and 1916.

The data available in the company office show that 19 wells were drilled on this land and the following tile laid:-

6"	8"	10"	12"	15"
870 ft.	156 ft.	234 ft.	756 ft.	80 ft.

This work proved to be very successful. No <sup>further</sup> trouble has occurred. There are 29 acres in the area affected.

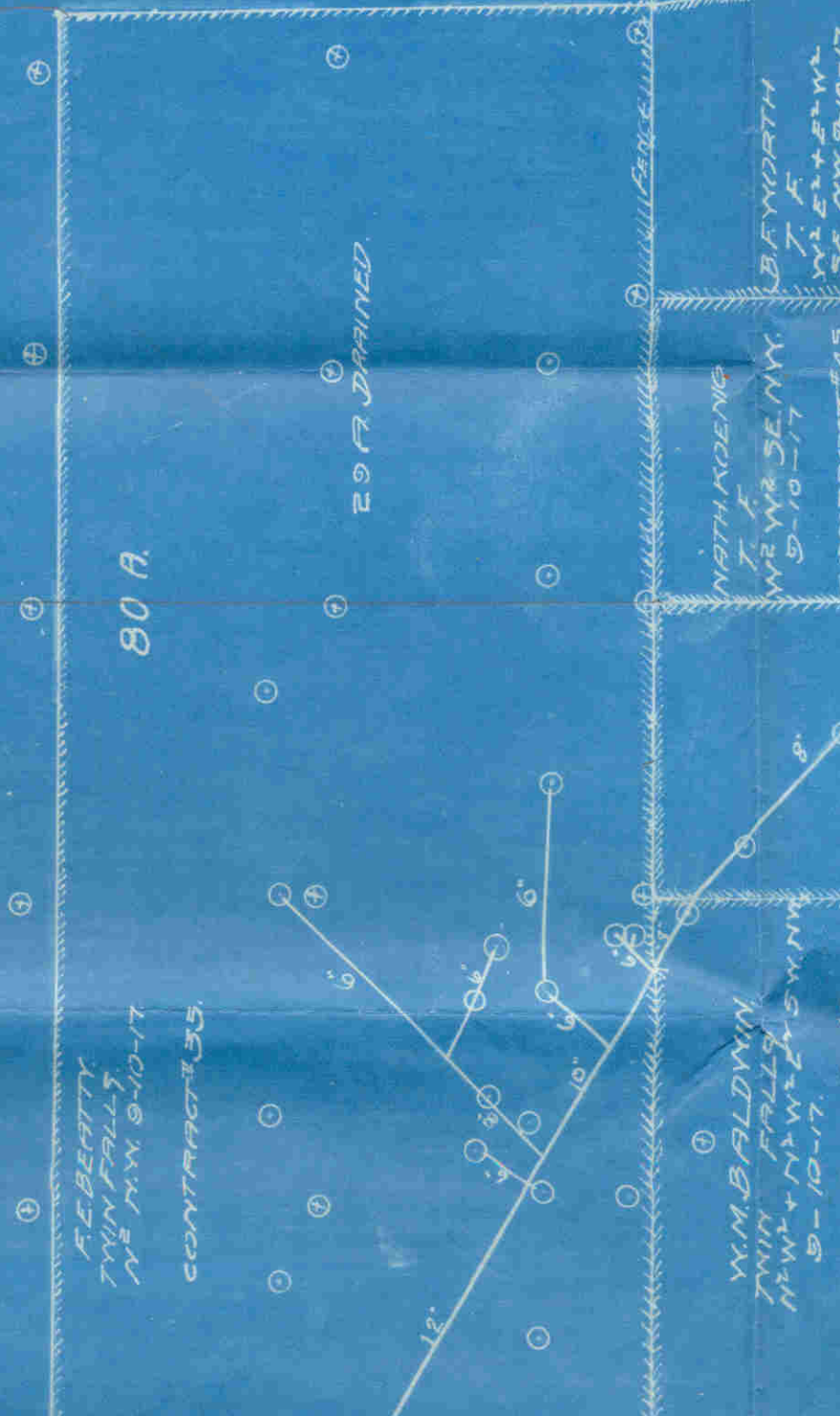
29 acres @ 15<sup>00</sup> \$ 435<sup>00</sup> due from Mr. Beatty.

May 27 1918 O. Davis

Render bill for 29 acres @ 15<sup>00</sup> - 435<sup>00</sup>

LAND DRAINAGE

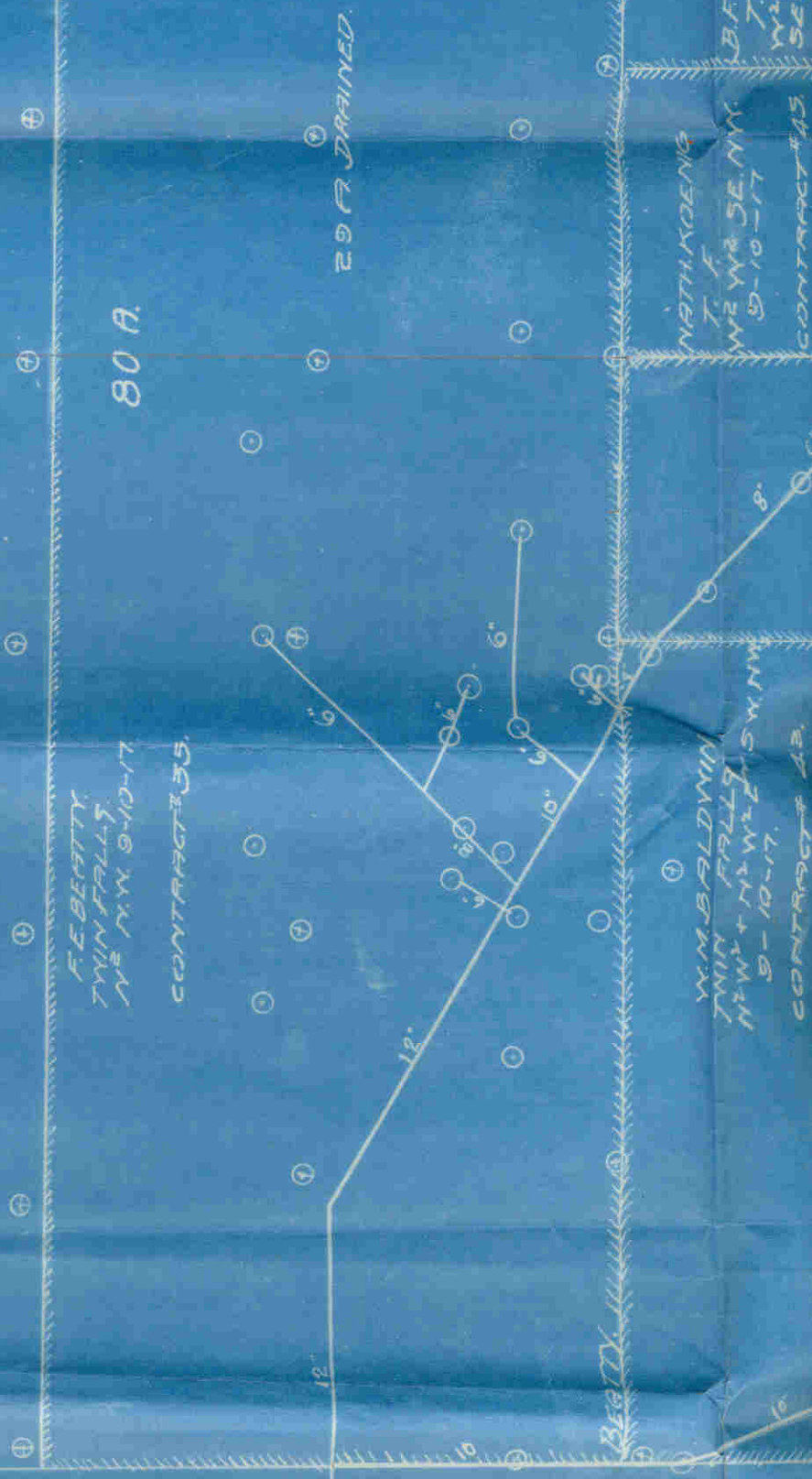
TWIN FALLS CANAL COMPANY  
SEASON  
1915 '14 1916.



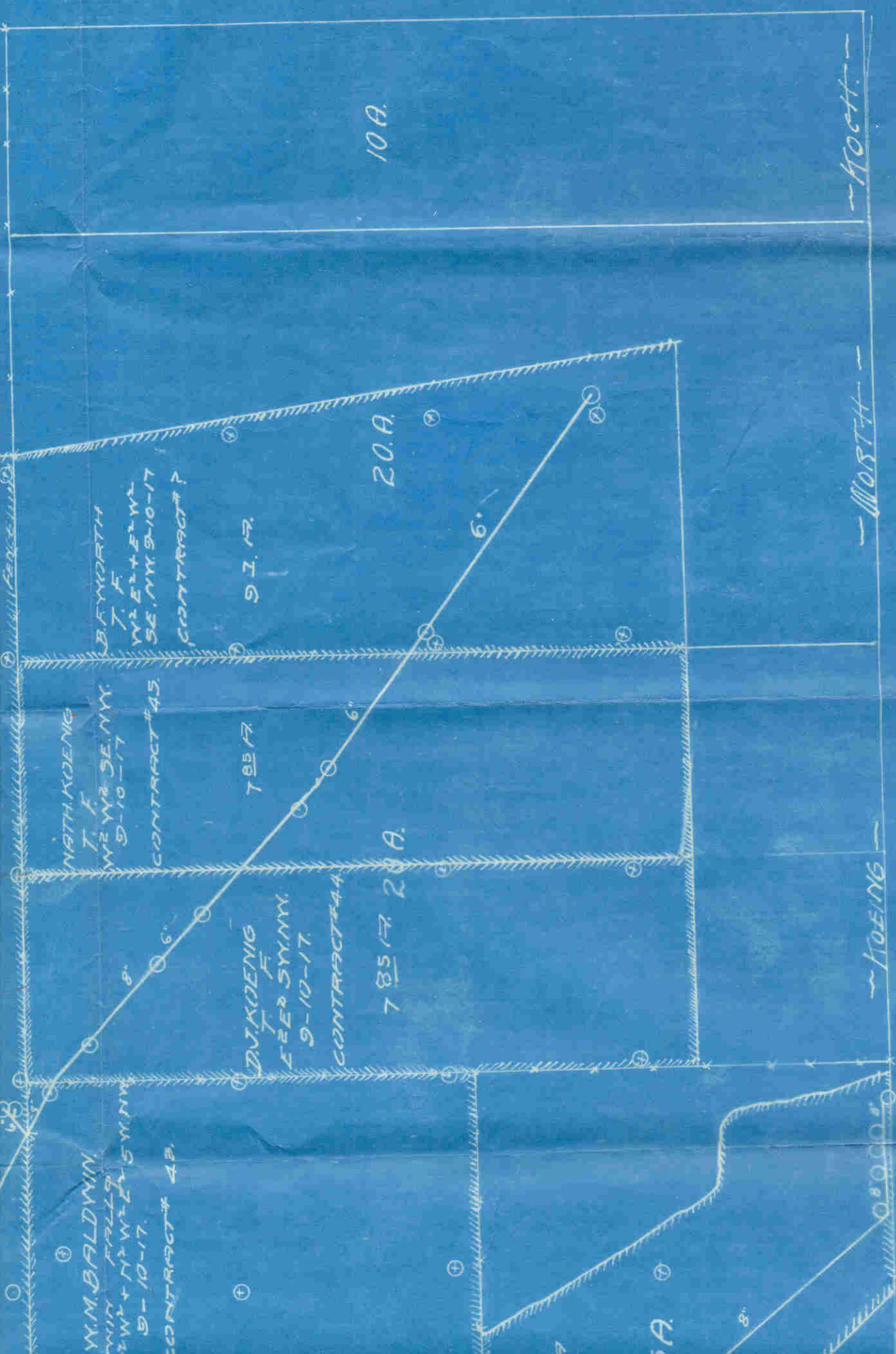
518  
83

N.W. 1/4 Sec. 9-10-17.  
WELLS  
TEST PITS,  
DRAINING.  
Scale - 1" = 200'

TWIN FALLS







NATH. KOENIG  
T. F.  
WE. W. 3E. NY  
9-10-17  
CONTRACT #

785A

D. KOENIG  
T. F.  
E. 2E. 3W. NY.  
9-10-17  
CONTRACT # 44

785A 20A

W. M. BALDWIN  
TWIN FALLS  
N. W. 2 E. 3 W. NY.  
9-10-17  
CONTRACT # 43

15A

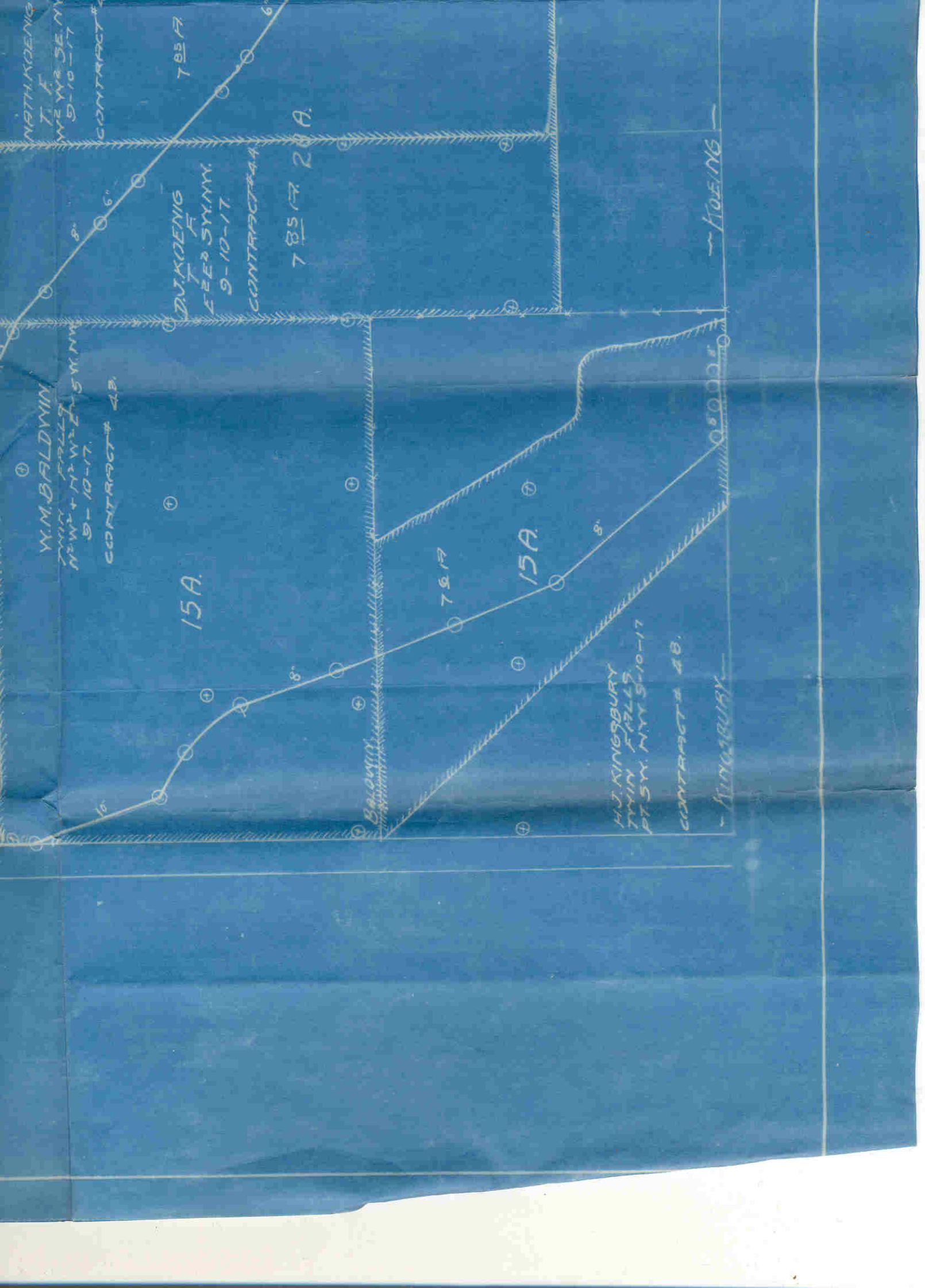
78A

15A

H. J. KINGSBURY  
TWIN FALLS  
PT. 5W. NY. 9-10-17  
CONTRACT # 48

- KINGSBURY -

- KOENIG -





# AGREEMENT

This Agreement, Made this 1<sup>st</sup> day of October 1915

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,  
party of the first part, and Frank E. Beatty

party of the second part, witnesseth:

Whereas, the following described land, to-wit:  
The N<sup>2</sup> of the NW<sup>4</sup> of Sec 9  
Top 10 SR 17 EBM.

in Twin Falls County, Idaho, is at present being injured by seepage; and, whereas, the first party is about to bore one or more wells on or near said land under the direction of W. G. Swan, a drainage engineer, for the purpose of determining the effect of such wells in draining said seeped land;

Now therefore, in consideration of the premises, it is hereby agreed:

(1) That the first party may at its option and under the direction of said engineer bore one or more wells on or near said land, the number, size, depth, character, and location to be designated by said engineer, that the first party shall have the right to enter on said lands and do and perform any and all things reasonably necessary in the judgment of said engineer in the furtherance of said work.

(2) The cost of boring said wells shall in the first instance be borne by the first party; but, the second party agrees to reimburse the first party to the extent of Fifteen dollars (\$15<sup>00</sup>) per acre for any and all lands drained, the number of acres, if any, to be determined by the said engineer.

(3) It is understood that the first party 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 first party, or that it is in any wise responsible for same, or that the first party in any wise admits or acknowledges a liability on account of same, or liability or responsibility to install the said or any system of drainage, or the right to second party to damage.

(4) It should be understood that should a flow of water be obtained by reason of said well, the same shall be subject to the use of the first party for irrigation, and second party will grant to the first party a free easement and right of way for ditches or waterways necessary to carry said water to the place or places desired by first party in order to utilize or dispose of same.

In Witness Whereof, the first party has caused the same to be executed by the hand of its secretary; and, the second party has set his hand the day and year first above written.

TWIN FALLS CANAL COMPANY,

By W. O. Taylor Secretary

Frank E. Beatty



Agreement.

F.E. Beatty.

*F.E. Beatty*  
*718 W.W.*  
*9-10-57*

its Assistant Secretary. In the second party has consented, the same to be executed by the hand of IN WITNESS WHEREOF, the first party has hereunto set the hand and seal the same day.

(8) That the successors and assigns of the first party shall be bound hereby.

dispose of the same.

place or places desired by the first party.

(V. Cont. 4) says necessary to

AGREEMENT, DRAWING BY OF

County of Falls

thereby that

Sanford

Non

Con.

351.

City

Camel Company thereto as principal, and his own name as Assistant acknowledged to me that he subscribed the name of the Twin Falls as the Assistant Secretary of the Twin Falls Camel Company, and to be the person whose name is subscribed to the within instrument County and State, personally appeared W. O. Taylor, known to me as a Notary Public in and for said County of Twin Falls, ) ss. STATE OF IDAHO )

On this 9th day of September, 1957, before me, a Notary Public in and for said County of Twin Falls, ) ss. STATE OF IDAHO )

BY *[Signature]*

TWIN FALLS CAMEL COMPANY.



A G R E E M E N T .

DRAINAGE BY COOPERATION.

*195*  
THIS AGREEMENT, Made this 30th day of October, 1927,  
by and between F. E. Beatty of Twin Falls, 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  
towit: Start Sec 8, acres in the N.E. 1/4 Sec 9-10-17  
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 wells on and near said  
land under the direction of the Company's engineer 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 engineer 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 excavate the trenches, deliver and  
lay the tile, join the wells thereto, cover the joints of the  
tile with sand, fill and properly puddle the trench all under the  
direction of the Company's engineer.

(5) That the Company shall pay to the owner the sum of 27¢  
per cu. yd. for such trench excavation in earth, gravel or loose  
rock that can be handled with pick and shovel, that shall be  
found of the proper depth and width, furnish tile and gravel at  
the Company's yards at Twin Falls, and drill such drain-  
age wells as the Company believes necessary, and drill and blast  
such rock that cannot be handled with pick and shovel.

(6) That this contract is made for cooperation and division  
of expense only. That the Company does not in any wise admit or  
acknowledge that the seepage herein-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 wise responsible  
for the reclamation of same, or that the Company in any way ad-  
mits or acknowledges a liability on account of same, or liability  
or responsibility to install the said, or any system of drainage,  
or the right of the owner to damage.

(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 ditches or water-



AGREEMENT, DRAINAGE BY COOPERATION, (Continued).

(7. Cont'd). 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 J. E. Beatty

TWIN FALLS CANAL COMPANY.

BY W. O. Taylor

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss.

On this 30th day of October, 1922, before me, L. H. Perrine, a Notary Public in and for said County and State, personally appeared W. O. Taylor, 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 hereunto set my hand and affixed my official seal on the day and year in this certificate above written.

My Commission expires, Dec. 21, 1924

L. H. Perrine  
Notary Public.

STATE OF Michigan )  
COUNTY OF St. Joseph ) ss.

On this 24th day of October, 1922, before me, Cora E. Skinner, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared J. E. Beatty and \_\_\_\_\_

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of October, 1922.

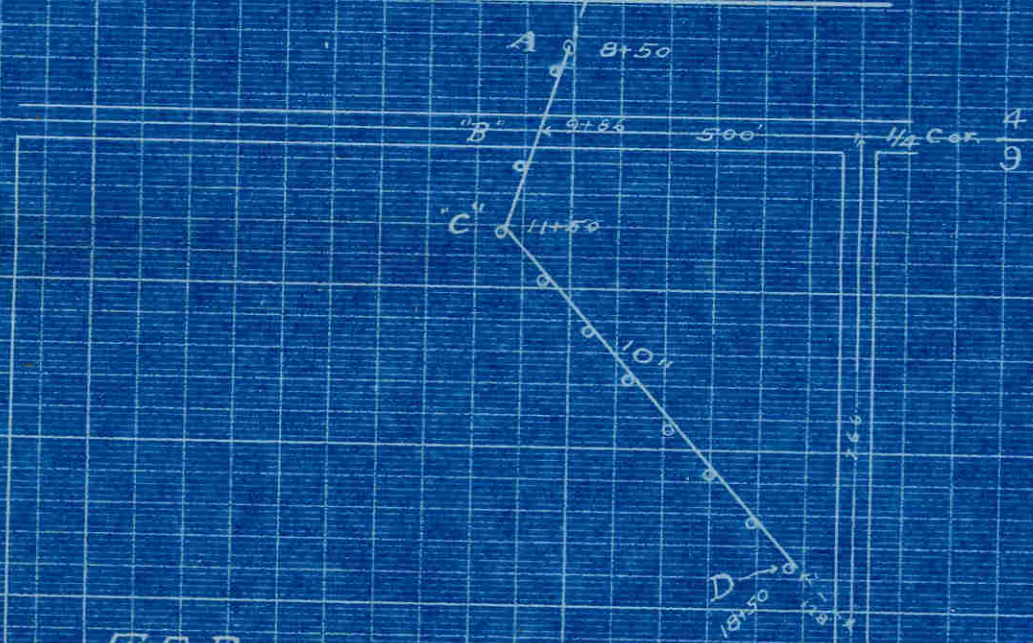
My Commission expires, 19\_\_\_\_.  
Notary Public, St. Joseph Co, Mich.  
My Commission Expires May 16, 1926

Cora E. Skinner  
Notary Public.

1832  
Agreement  
L. H. Perrine



# PROFILE OF F. E. BEATTY'S DRAIN



F. E. BEATTY  
N.E. NW - 9-10-17  
CONTRACT # 195  
DEC. 1922

Scale 1" = 300'