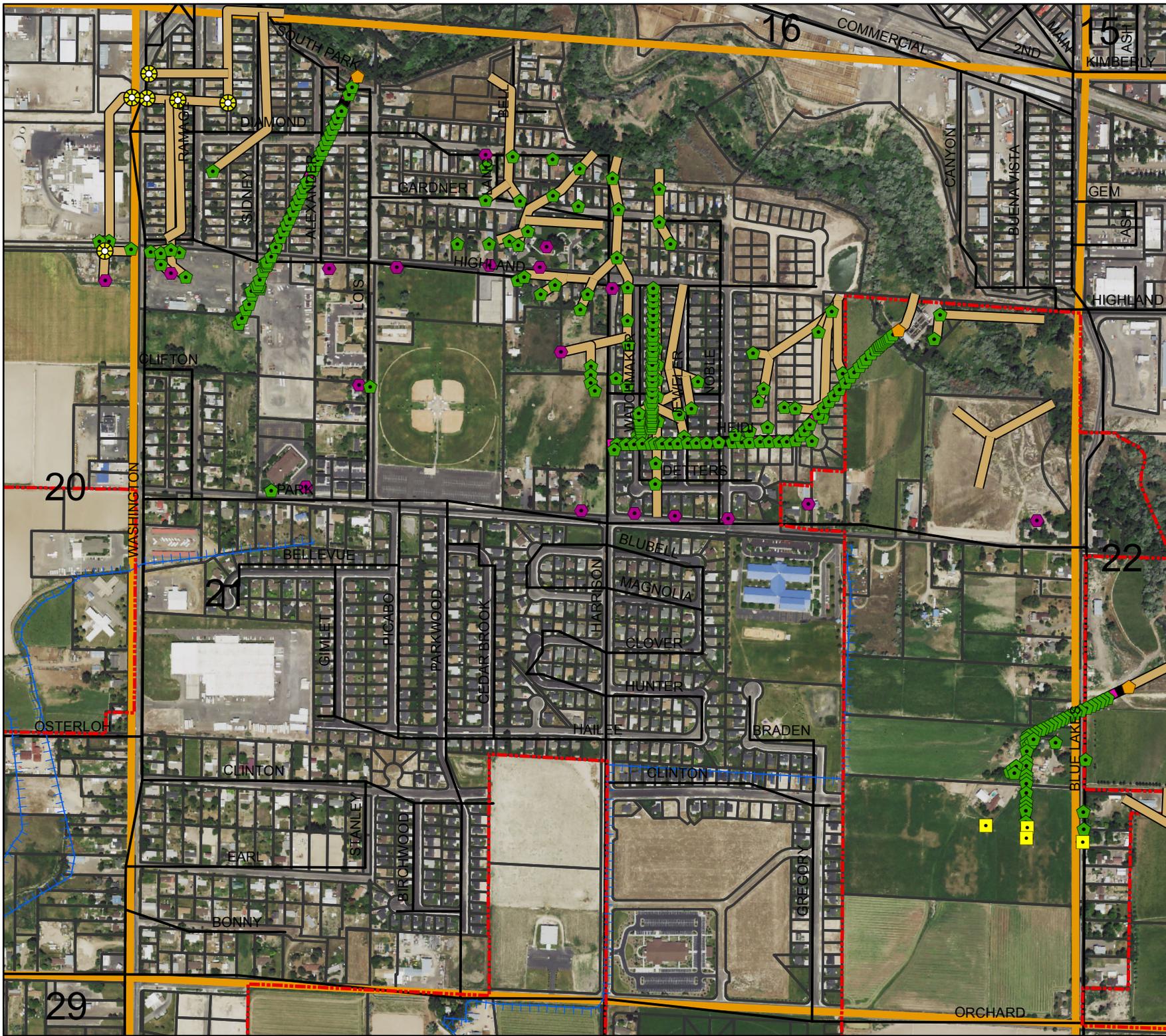


CONTRACT 130 & 302

Thomas
Costello

Legal Description:
SE1/4NW1/4
SE1/4NE1/4

Section 21
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.

Thomas Castello

Drainage Data

#130

S & M:
See # 21-10-17
302

Work was done
2 years ago
Mr. Rogers
tract
Mr. Rogers
sent out
for

June 11 1918.

Revised Theo. Castell's Drainage.

S.E. T.W. 21-10-17.

After consulting Mr. Rogers the foreman who had charge of the drainage work on this land I made a survey of the system. (See map.)

There are 10 wells and the following tile:-

10"	8"	6"
260 ft.	550 ft.	650 ft.

From the surface line indicated by Mr. Rogers we figure 8³/₈ acres affected - Mr. Lyman evidently found the land affected further back as he gives the acreage at 12³/₈ acres.

Last fall about $\frac{1}{4}$ acre in the N.E. corner got wet - two more wells and about 300 ft. of tile line would completely cure this.

This work changed this land from a swamp into land which now has a good crop of wheat with the exception of a few alkali spots.

Oliver's

Thos. Costello

Job # 120
No contract

S.E. N.W Sec 21-10-17

8.8 acres effected

The land has a good crop of alfalfa except along a draw on the north side where there is about $\frac{1}{3}$ of an acre effected by alkali.

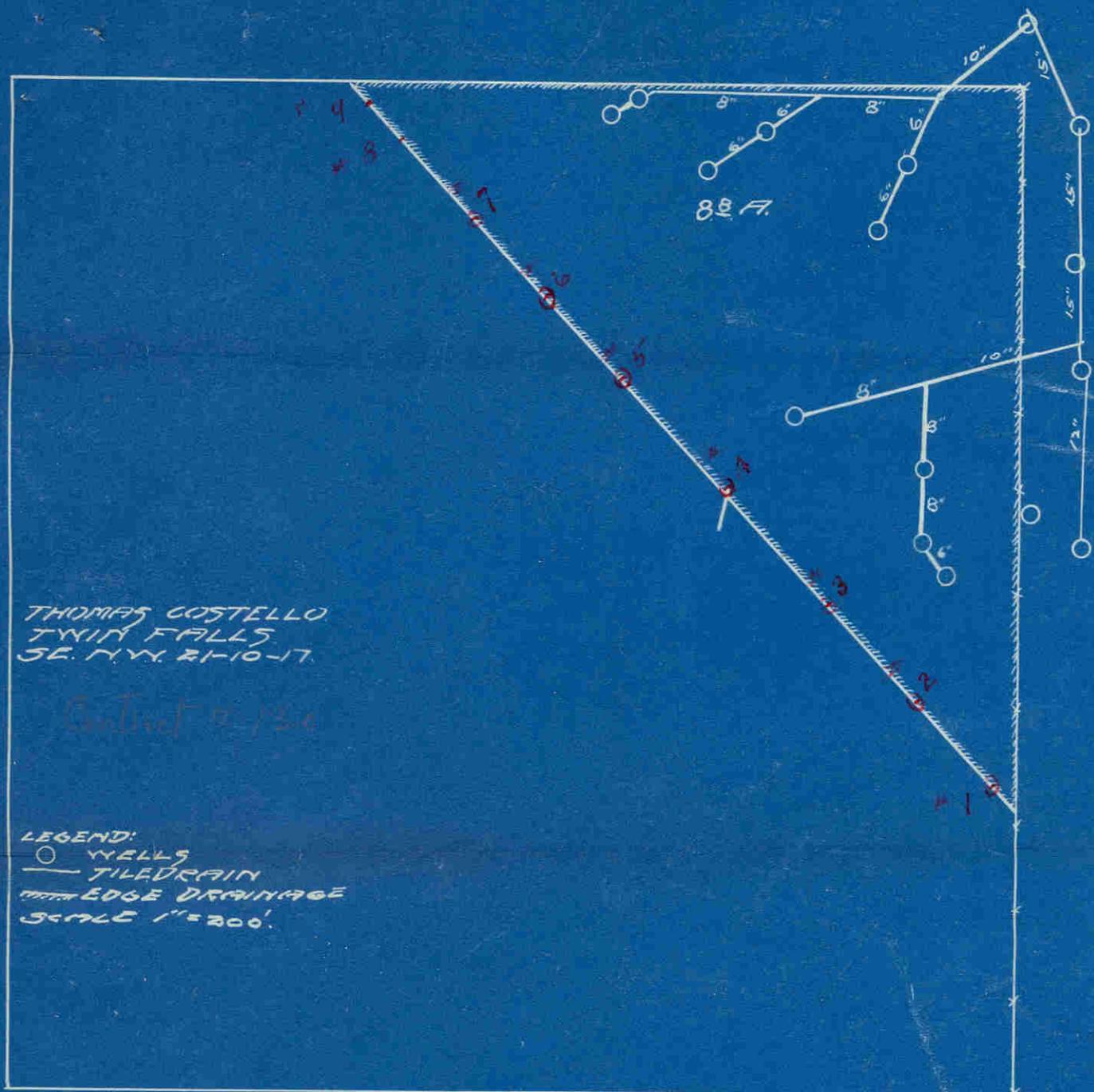
The test ^{holes} wells show as follows.

Test Hole # 1	to Hard pan	dry	2'-6"	from surface
" " # 2	" " " "	" "	2'-6"	" "
" " # 3	" " " "	" "	3'-1"	" "
" " # 4	" " " "	" "	4'-1"	" "
" " # 5	" " " "	" "	2'-7"	" "
" " # 6	" " " "	wet but not mud	4'-6"	" "
" " # 7	to Hard pan		4'-7"	" "
" " # 8	In draw to damp earth on Hard pan		4'	" "
" " # 9	To Hard pan wet earth next to X.P. from irrigation water		7'-3"	

See Blue Print

The drainage work seems to be complete by all indications of crops and the condition of the soil.

Aug. 7 1920
L. H. Perrine



THOMAS COSTELLO
 TYNIA FALLS
 SE. N.Y. 21-10-17.

Contract # 130

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

4-C-39-T

302

T. Costello.

Drainage Right

302

Thomas Costello

To ~~the~~ ~~NE~~ ~~1/4~~

J. J. Canal Co.

21-10-17

of Brown

46

9th on 17th

Dec 1927

to A & B

Harry Parsons

Notary

, 42nd St

Jura Falls Canal Co

A G R E E M E N T

DRAINAGE BY COOPERATION

THIS AGREEMENT, made this 12th day of December, 1927 by and between

the first party has set hand and the second party Thomas Costello - Maroa, Illinois. by the hand of 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: twenty acres in the SE $\frac{1}{4}$:NW $\frac{1}{4}$ section 21 T. 10 S. Range 17 E. B. M., 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

Notary public

(7) 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 Thomas Costello By _____

By _____ By _____

TWIN FALLS CANAL COMPANY

By Chas H Brown

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

On this 17 day of Dec, 1927, before me Harry C. 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 C. Parsons
Notary Public Recorder
By Dorothy McKee
Deputy

STATE OF Illinois)
COUNTY OF Macon) ss

On this 12 day of Dec'r, 1927 before me,
J. Crocker, A Notary Public in and for Twin Falls County,
State of Idaho, personally appeared Thomas Costello

_____/ and/ _____ // and/ _____

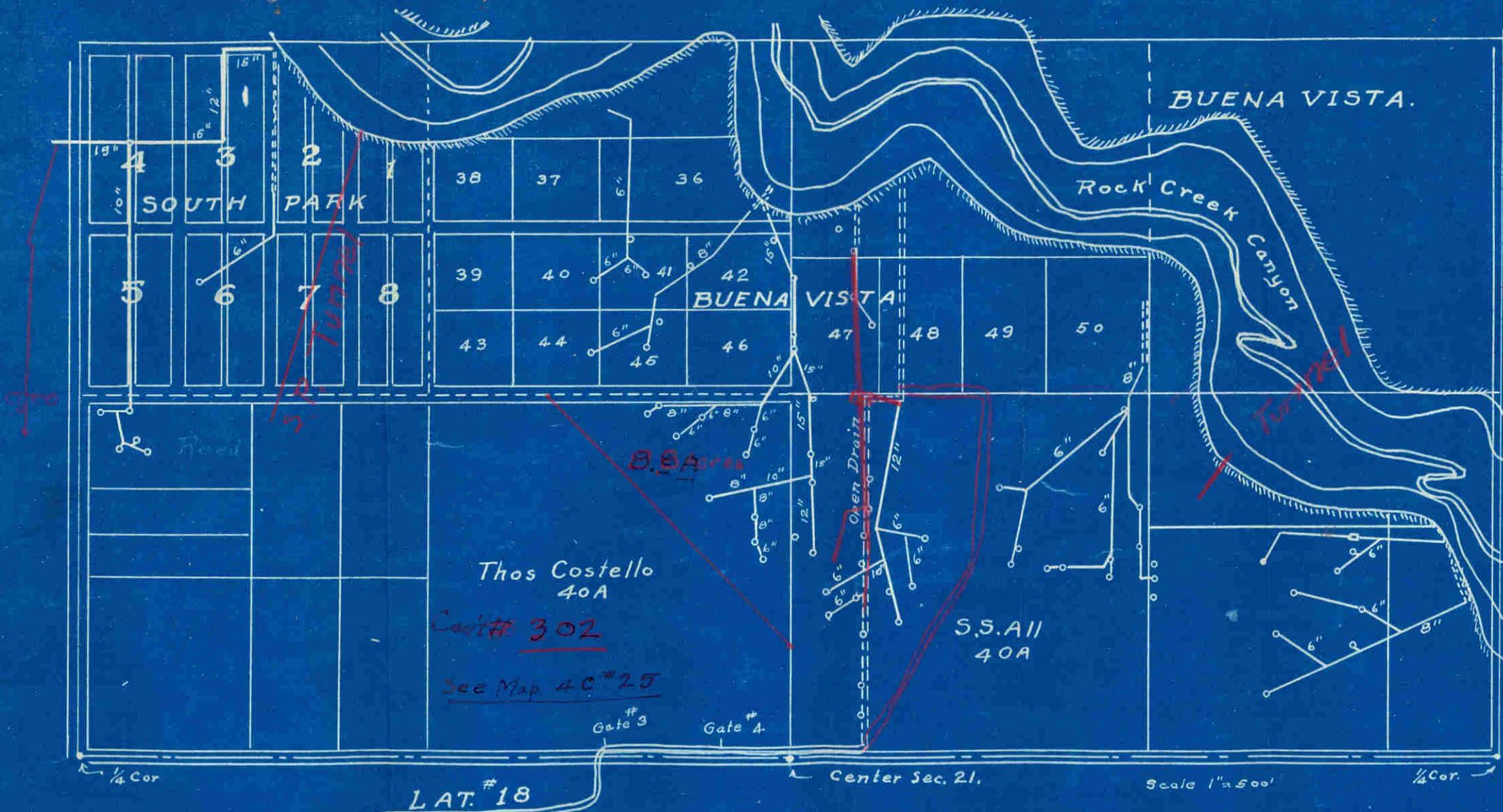
being the first party, to the above and foregoing instrument known to me to be the persons who subscribed the same as said first party; and duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12 day of December, 1927.

_____, 19____.

J. Crocker
Notary Public

Section 21
T.10S. R. 17E.



4C-19
4C-79