

*165

Agreement.

Lloyd Miller

to

T. F. Canal Co.,

BY *[Signature]*

LLOYD MILLER

[Handwritten signature]

County of DECATUR
City of Trin Falls

I hereby certify that this instrument
filed for record at request of T. F. Canal Co
at 31 minutes past 9
o'clock 9 M. this 23
day of Nov A. D. 1921 in my
office and duly recorded in book 8
page 104
Car B
cc [Signature]

Ex-Officio Recorder.

Deputy.

Fee \$ 1.40

Return to:
T. F. Canal Co
City

A G R E E M E N T .

DRAINAGE BY COOPERATION.

THIS AGREEMENT, Made this ^{17th} day of December, 1921, by and between Lloyd Miller of 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 to-wit: 10 acres in the NW 1/4 3-10-17 E 13th, is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprising 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 hereby agreed:

- (1) That the Company may at its option and under the direction 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, construct 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 drainage wells as the Company believes necessary.
- (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 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 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.) way 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 Secretary.

Lloyd Miller

TWIN FALLS CANAL COMPANY.

BY W. O. Taylor
Secretary

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS.

On this 23rd day of December 1921, before me, F. A. Ross, 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 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 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
Sept 19th AD 1925.

F. A. Ross
Notary Public.

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS.

On this 17th day of December 1921, before me F. A. Ross, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared

Lloyd Miller 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 17th day of December, 1921.

My commission expires
Sept 19 AD 1925.

F. A. Ross
Notary Public.

... Time worked on ditch

Nov 7 begun

| | Mon | Tues | Wed | Thur | Fri | Sat |
|----------|-------|-----------------|-----|-----------------|-----|-----|
| L Miller | 3 hrs | 4 $\frac{1}{2}$ | 4 | 4 $\frac{1}{2}$ | 8 | 4 |
| L Carter | | | | 4 $\frac{1}{2}$ | 8 | 8 |

| | Mon | Tues | Wed | Thur | Fri | Sat |
|------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| L Miller | 6 $\frac{1}{2}$ | 6 $\frac{1}{2}$ | 6 $\frac{1}{2}$ | 6 $\frac{1}{2}$ | 6 $\frac{1}{2}$ | 8 |
| Les Carter | 8 hrs | 8 | 8 | 8 | 8 | 6 $\frac{1}{4}$ |

| | Mon | Tues | Wed | Thur | Fri | Sat |
|----------------|-----------------|-----------------|-----|--------------|-----|-----|
| Lloyd Miller | 6 $\frac{1}{2}$ | 6 $\frac{1}{2}$ | 0 | Thanksgiving | 8 | 8 |
| Les Carter | 8 | 8 | 8 | | 8 | 8 |
| Arthur Gentry | 8 | 8 | 8 | | 0 | 0 |
| Forrest Walker | 8 | 8 | 8 | | 0 | 0 |
| Lee Copen | | | 8 | | 8 | 4 |

| | Mon | Tues | Wed | Thur | Fri | Sat |
|----------------|-----------------|-----------------|-----------------|-----------------|-----|-----|
| Lloyd Miller | 6 $\frac{1}{2}$ | 6 $\frac{1}{2}$ | 3 | 3 | 0 | 4 |
| Les Carter | 8 | 0 | 5 $\frac{1}{2}$ | 4 | 0 | 0 |
| Arthur Gentry | 8 | 8 | 8 | 8 | 0 | 4 |
| Forrest Walker | 8 | 8 | 8 | 8 | 0 | 4 |
| Lee Copen | 8 | 7 $\frac{1}{2}$ | 4 | 4 $\frac{1}{2}$ | 0 | 0 |
| Orrie Copen | 4 | 4 | 4 | 5 $\frac{1}{2}$ | 0 | 4 |

| | Mon | Tues | Wed | Thur | Fri | Sat |
|--------------|-----------------|-----------------|-----|------|-----------------|-----|
| Lloyd Miller | 4 $\frac{1}{2}$ | 4 $\frac{1}{2}$ | 6 | 5 | 6 $\frac{1}{2}$ | 4 |
| Les Carter | 7 | 8 | 8 | 8 | 7 $\frac{1}{2}$ | 4 |

Work Continued

Dec 5 con -

| | Mon | Tues | Wed | Thur | Fri | Sat |
|--------------|-----|------|-----|------|-----|-----|
| A Gentry | 8 | 8 | 8 | 8 | 8 | 0 |
| F Walker | 8 | 8 | 8 | 8 | 8 | 0 |
| Lee Cossen | 7 | 8 | 7½ | 8 | 7½ | 0 |
| Orrie Cossen | 7 | 8 | 7 | 7 | 8 | 0 |

Dec 12

| | Mon | Tues | Wed | Thur | Fri | Sat |
|----------------|-----|------|-----|------|-----|-----|
| L Miller | 6½ | 8 | 0 | 5 | 6½ | 0 |
| Leo Carter | 8 | 8 | 8 | 8 | 8 | 4 |
| Arthur Gentry | 8 | 8 | 8 | 8 | 8 | 4 |
| Forrest Walker | 8 | 8 | 8 | 8 | 8 | 4 |
| Lee Cossen | 8 | 4 | 8 | 8 | 8 | 4 |
| Orrie Cossen | 7½ | 8 | 8 | 7 | 8 | 0 |

| | | |
|---------------------|-----|-------------|
| Lloyd Miller worked | 181 | hours total |
| Leo Carter | " | 205 |
| Arthur Gentry | " | 144 |
| Forrest Walker | " | 144 |
| Lee Cossen | " | 115 |
| Orrie Cossen | " | 92 |

The Twin Falls Canal Company

TO MR.

Lloyd Miller Drainage work DR.
 Coop Contract # 165. Co. pays 1/2 cost
 of excavating trenches, all the tile
 and sand and wells -

| Sat noon | Labor - | Hours | 35¢ | 1/2 = |
|-----------|---------------|-------|----------|--------|
| Dec 17-21 | Lloyd Miller | 181 | = 63 35 | 31 67 |
| | Geo Carter | 205 | = 71 75 | 35 87 |
| | Arthur Gentry | 144 | = 50 40 | 25 20 |
| | Forest Walker | 144 | = 50 40 | 25 20 |
| | Lee Cossen | 115 | = 40 25 | 20 12 |
| | Orrie Cossen | 95 | = 33 25 | 16 62 |
| | | 884 | = 309 40 | 154 68 |

Pays in full to noon Dec 17-21

Cost = 425 cu yds @ 23¢ or 36 1/2¢ for 1/2 = 154 68

Jan 14-22

81 13
 235 81

Lloyd Miller Drainage Coop Cont.
 Beginning Dec. 17-21 - afternoon,

| | | |
|--------------|-----|-------|
| F M Walker | 146 | hours |
| A B Gentry | 141 | hours |
| Carl Stein | 98 | hours |
| Oscar Stein | 84 | hours |
| Lee Carter | 86 | hours |
| Lee Cossen | 50 | hours |
| Orrie Cossen | 20 | hours |
| Lloyd Miller | 24 | hours |

649
 25
 3245
 1298
 2162.25
 81.12 1/2

Lloyd Miller Drainage

October 19th. 1928

To Whom This May Come, Greeting:-

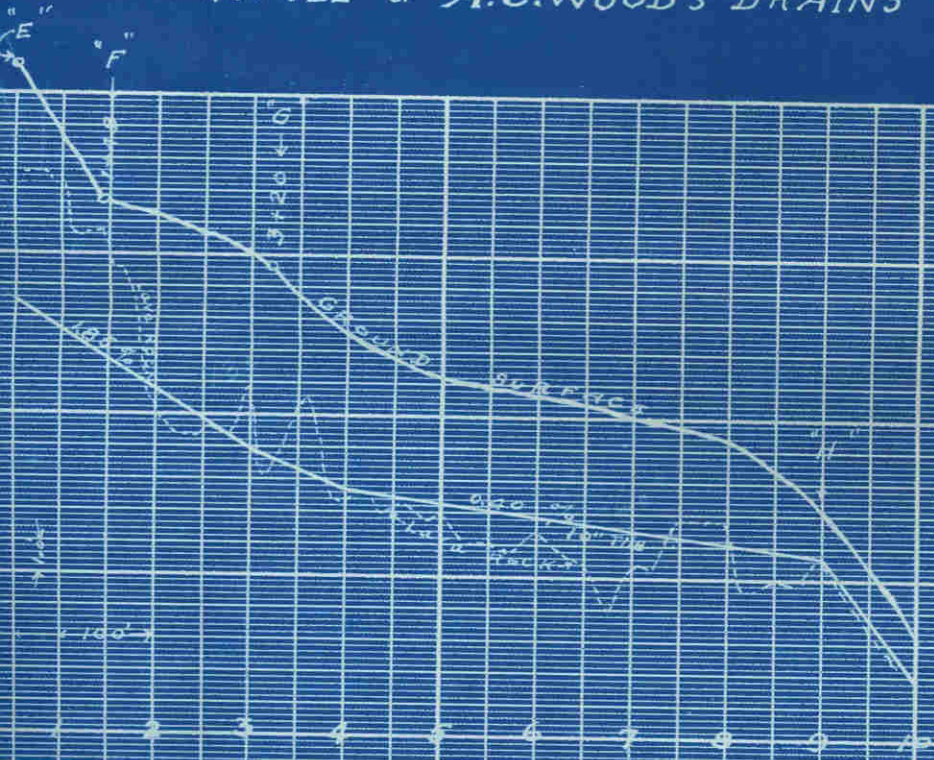
That a drainage contract was entered into between Lloyd Miller party of the first part and The Twin Falls Canal Company, party of the second part, for a certain amount of drainage work to be done by the party of the second part on the following described land, Lot No-2 of Sec., 3, in Township 10, Range 17 E.B.M. That said contract is dated Dec., 17th. 1921 and that it was wholly paid for and the drainage completed to the satisfaction of all parties to this contract. That the Twin Falls Canal Company have no claim whatsoever against the said Lloyd Miller on account of said drainage contract.

Twin Falls Canal Company.

By _____

*This is as written at the request
of Manager Smith*

PROFILE OF A.C. WOOD'S DRAINS



PROFILE LLOYD MILLER'S DRAINS

