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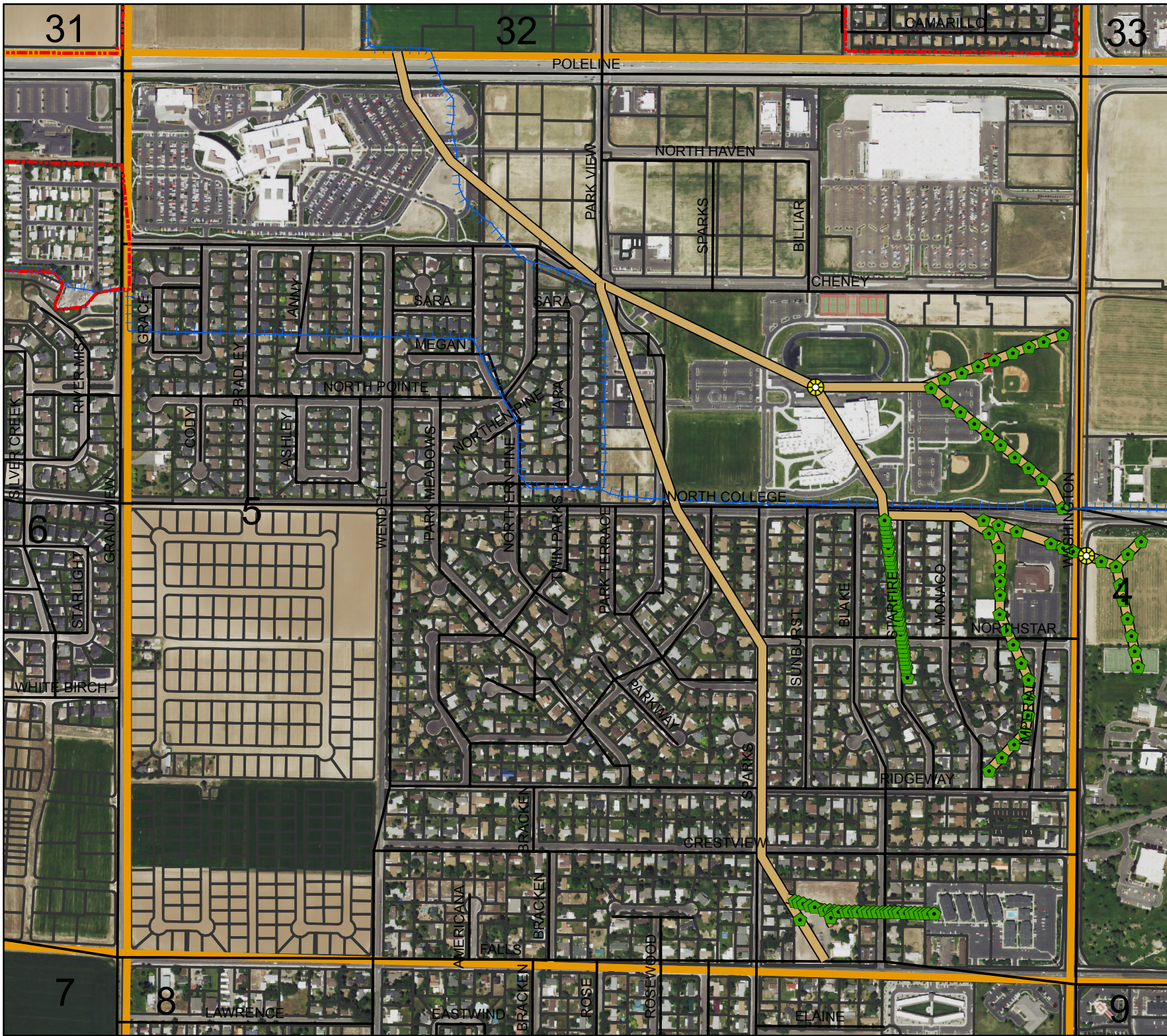
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# CONTRACT 168

## W.E. Pence

Legal Description:  
S1/2NE

Section 5  
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.

# 168

139598

Agreement.

W.E. Pence  
to  
T.F. Canal Co.,

STATE OF IDAHO  
County of Twin Falls

STATE OF IDAHO  
COUNTY OF TWIN FALLS

I hereby certify that this instrument  
filed for record at request of  
W. O. Taylor  
at 49 minutes past  
10 o'clock P M., this  
day of Dec A. D. 1921  
office and duly recorded in book  
of C & B  
page 113

W. E. Pence  
County Recorder  
C. J. Bowen  
Deputy.

Fee \$ 1.60  
Returns to:  
Twin Falls Canal Co.  
at City

BY [Signature]  
TWIN FALLS CANAL COMPANY.

therefore as principals, and his own name as secretary.  
to me that he subscribed the name of the Twin Falls Canal Company  
the secretary of the Twin Falls Canal Company, and acknowledged  
the person whose name is subscribed to the within instrument as  
and state, personally appeared W. O. Taylor, known to me to be  
a Notary Public in and for said County  
before me, on this 21 day of Dec, 1921.

*Original*  
AGREEMENT BY COOPERATION.

*W & P*

THIS AGREEMENT, Made this 22 day of Dec 1921 by and between \_\_\_\_\_ 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 owner to wit: 20 acres in the SE 1/4 Sec. 5-10-17 E 13 N. is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprizing 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.

BY W. E. Pence  
TWIN FALLS CANAL COMPANY.  
BY W. O. Taylor

STATE OF IDAHO  
COUNTY OF TWIN FALLS  
On this 22 day of December 1921, before me, 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 before 1922. 1925  
W. E. Pence  
Notary Public.

STATE OF ~~IDAHO~~ Idaho  
COUNTY OF ~~TWIN FALLS~~ Blaine  
On this 22 day of December 1921, before me a Notary Public in and for ~~Twin Falls~~ Blaine County, State of ~~Idaho~~ Idaho, personally appeared W. E. Pence 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 22 day of December, 1921

W. E. Pence  
Notary Public, Blaine Idaho  
My commission expires July 4, 1924.

March 13th, 1922.

*Wheeler*

*Final*

ESTIMATE NO. 2.

Mr. C. N. Dopson, Account of W. E. Pence, Co-operative  
Drainage Contract No. 168.

The following are the Quantities in the excavating  
for Tile Drains,

	1112 Cu. Yards,	@ 27¢ =	\$300.24
Paid on Estimate No. 1,			
	711 Cu. Yards,	@ 27¢ =	191.97
Balance due on contract,			<u>\$109.27</u>

There is now due on this final estimate, \$109.27

*Paid this date*

*J. Wheeler*  
GEN. MGR. TWIN FALLS CANAL CO.

<u>12" Tile</u>	-	<u>10" Tile</u>	<u>8" Tile</u>
625'		792'	943

No. Wells      17 wells.

*20 acres affected and drained by this work*

February 20, 1922.

*Wheeler*

ESTIMATE No. 1.

*Mr. Hopson  
account of →*

W. E. PENCE, CO-OPERATIVE DRAINAGE?

CONTRACT No. 168.

The following are the quantities in the excavation for drain tile = 711 Cu. Yds. @ 27¢ = \$191.97.

There is due on this estimate the sum of \$191.97.

*J. Wheeler*  
\_\_\_\_\_  
GEN. MGR. TWIN FALLS CANAL CO.

PROFILE OF TEST-HOLE LINES  
ON  
W.E. PENCE LAND  
S. 1/2 NE 1/4-5-10-17.

