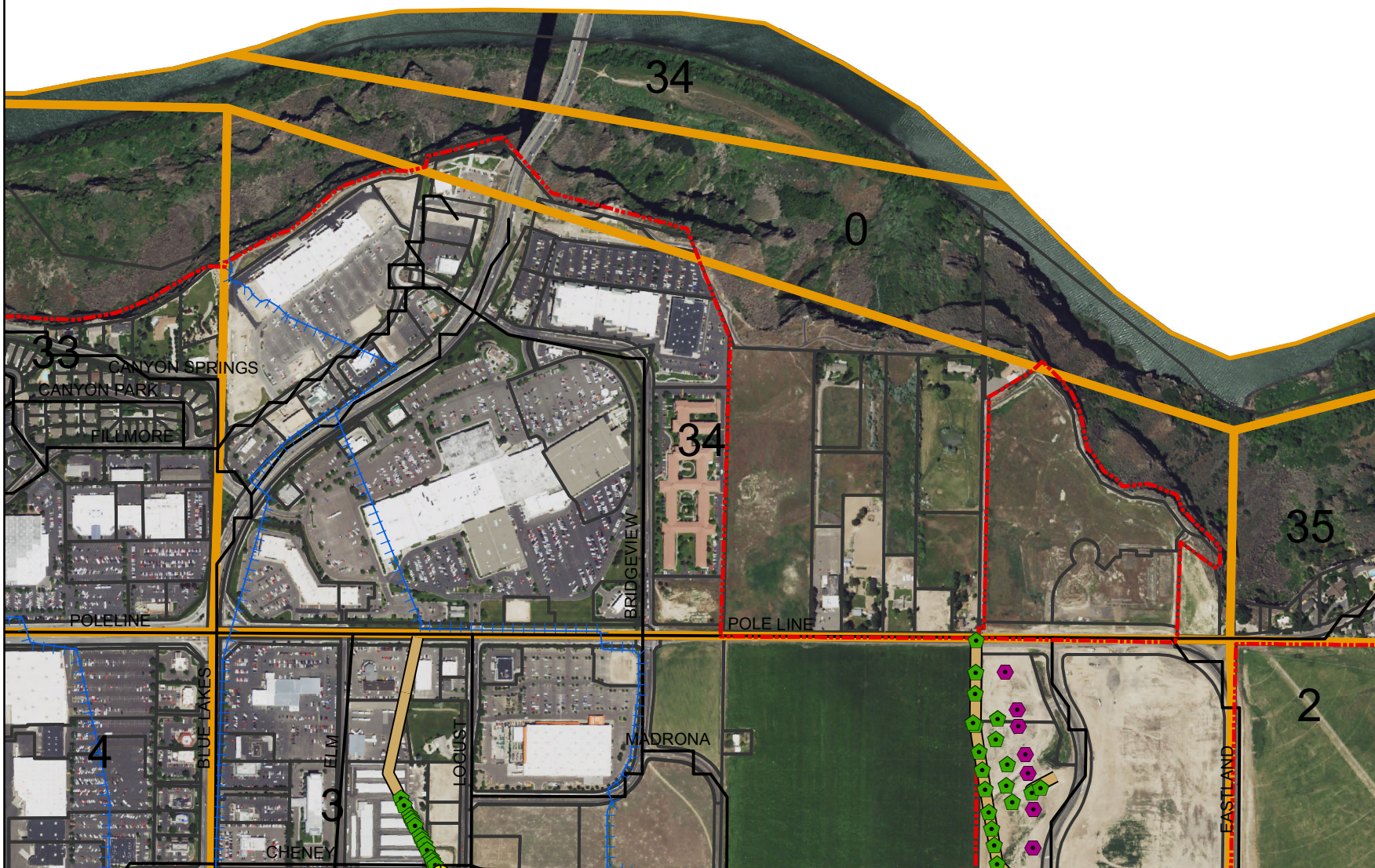


# CONTRACT No. 171

A.C. Wood &  
I.E. Finney

Legal Description:  
Pt. Lot 5

Section 34  
Township 9 South  
Range 17 East



## Legend

- Man Holes
- Observation Wells
- Tunnel Portals
- Vertical Shafts
- Wells
- Drains
- Tunnels
- City Limits
- Canals
- Roads
- Section Line
- Parcels



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Created: 8/2016





171  
A.C. Wood

A G R E E M E N T .

DRAINAGE BY COOPERATION.

THIS AGREEMENT, Made this 27<sup>th</sup> day of January, 1923, by and between A. C. Wood 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 to wit:                      acres in the East 375 ft. of West 825 ft. 19-17 E. B. 2u., 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, 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 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.) 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 R. C. Wood

TWIN FALLS CANAL COMPANY.

STATE OF IDAHO )

ss.

COUNTY OF TWIN FALLS )

On this 27<sup>th</sup> day of January, 1922, before me, L. H. Perrine, a Notary Public in and for said County and State, personally appeared W. C. 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 IDAHO )

ss.

COUNTY OF TWIN FALLS )

On this 27<sup>th</sup> day of \_\_\_\_\_, 19\_\_\_\_, before me \_\_\_\_\_, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared \_\_\_\_\_

R. C. Wood 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 27<sup>th</sup> day of Jan., 1922

My Commission expires

Dec. 21, 1924

L. H. Perrine  
Notary Public.

*John Wheelan*  
FINAL ESTIMATE FOR DITCH WORK ON A. C. WOOD,  
COOPERATIVE DRAINAGE CONTRACT:-  
for which the Company pays 1/2 of cost:-

March 25, 1922.

Arthur Gentry	91 hrs. @ 25¢	\$22.75
Leo Carter,	62 hrs. @ 25¢	\$15.50
F. M. Walker,	82 hrs. @ 25¢	\$20.50
P. C. Webb,	53 hrs. @ 25¢	<u>\$13.25</u>

		\$ 72.00
1/2 of which Company pays,		\$ 36.00

Amount due and payable on this final estimate \$36.00

By *[Signature]*  
GEN. MGR. TWINFALLS CANAL CO.

For Late Work See Drainage Plat Book  
L.H.P.

Twin Falls, Idaho.

Twin Falls Canal Co.,  
Twin Falls, Ida.

Gentlemen:-

We the undersigned agree to furnish all the labor necessary to blast out the rock in the A. C. Wood drainage job located in the SW-SE, Sec. 34-9-17, for the sum of Three Hundred Eighty Six and 10/100 (\$386.10), or 27¢ per cubic foot on the estimate of 1430 cu. ft. of rock.

This work comprizes the drilling, blasting, mucking out, sharpening drills and other blacksmith work, and any and all other work necessary to bring the flow line or grade of ditch to the grades as given by the Company's engineer. The work to be confined to one thru line from the old railway grade and running up stream to the wells which have been drilled near the south line of the A. C. Wood orchard, provided that any earth work that is to be excavated is to be paid for under the A. C. Wood contract.

The Canal Company is to furnish blasting powder, fuse, caps, hand drills and hammers and blacksmith coal in such quantities and at such times as is reasonably necessary to prosecute the work.

We agree to complete this work to the satisfaction of the Canal Company's engineer on or before the 1st day of April 1922. *payments made when work is 1/2 done balance when finished.*

It is agreed that the Canal Company reserves the right to put men on this work at any time that they deem it advisable to expedite the work and charge the cost to this contract.

Yours respectfully,

Leo T. Carter  
F. M. Walker  
P. C. Webb.  
A. B. Gentry

*See that they return*  
3 - 7/8" drills 2 1/2 ft  
3 - " 3 1/2 ft  
2 - 8 lb hammers  
2 - Picks  
1 - 16 lb work hammer  
1 - shovel



September 15, 1921.

Mr. A. C. Wood,  
330-6th Ave. East,  
Twin Falls, Idaho.

TO

TWIN FALLS CANAL COMPANY.

DRAINAGE DITCH ON A.C. WOOD, FARM.

Labor as Follows:

Nephi Christensen,

Sept. 8	Work on Ditch	10 $\frac{1}{2}$ hrs.	@ .40	\$4.20
9	" " "	10 hrs.	" .40	4.00
10	" " "	10 "	" .40	4.00
12	" " "	10 "	" .40	4.00
13	" " "	5 "	" .40	2.00
Total,				<u>\$18.20</u>

Wm. Mills.

Sept. 8	Work on Ditch	10 $\frac{1}{2}$ hrs.	@ .40	4.20
9	" " "	10 "	" .40	4.00
10	" " "	10 "	" .40	4.00
12	" " "	10 "	" .40	4.00
13	" " "	5 "	" .40	2.00
				<u>\$18.20</u>

A. B. GENTRY.

Sept. 1	Work on Ditch	8 hrs.	@ .40	3.20
2	" " "	8 "	" .40	3.20
3	" " "	3 "	" .40	1.20
5	" " "	8 "	" .40	3.20
6	" " "	10 "	" .40	4.00
7	" " "	8 "	" .40	3.20
8	" " "	10 "	" .40	4.00
9	" " "	8 "	" .40	3.20
10	" " "	10 "	" .40	4.00
12	" " "	10 "	" .40	4.00
13	" " "	5 "	" .40	2.00
Total				<u>\$35.20</u>

GRAND TOTAL	<u>\$71.60</u>
Less One-half Assumed by Wood,	<u>\$35.80</u>
Balance Due, . . . . .	<u>\$35.80</u>

*Paid on  
Tax No 25703  
9-15-1921  
J. B.*

*four*

Twin Falls, Idaho.  
February 25, 1922.

ESTIMATE

to

LEO. T. CARTER, F. M. WALKER, A. B. GENTRY,  
and P. C. WEBB.

on

First one half of Rock Work of A. C. Wood,  
Drainage Contract.

1/2 of 1429.4 Cu.ft. Rock @ 27¢ \$192.97

15% retained for unfinished work, \$ 29.95

Amount due on this estimate, \$163.02

*See next deduction on next est.*

By

*P. C. Webb*  
GEN. MGR. TWIN FALLS CANAL CO.



*Office Wheeler*

March 25, 1922.

FINAL ESTIMATE ON THE A. C. WOOD, DRAINAGE,  
for Contract on Rock Work

Leo. F. Carter; A. B. Gentry; F.M. Walker & P.C. Webb.

Total Cu. ft. of solid rock.

Original contract for 1429.4 cu. ft.	• 27¢	\$385.94
Additional work to new wells, 263.2	• 27¢	\$ 71.06
		<u>\$457.00</u>

Paid previous Estimate (2-25-22),	\$163.02
Less Beef,	7.65
	<u>\$170.67</u>

Total Deductions,	\$170.67
Amount due on this final estimate, - - -	<u>\$286.33</u>

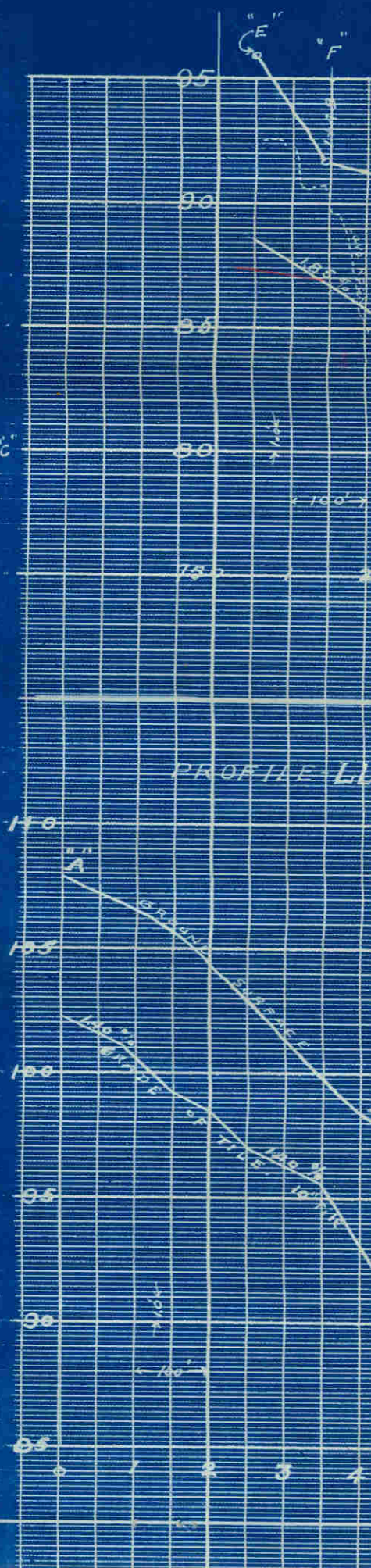
BY *K. Wheeler*  
GEN. MGR. TWIN FALLS CANAL CO.

A @ Wood Drainage job-  
See Contract with Carter Co.  
for blasting.

Feb - Paid \$163<sup>02</sup> on blasting contract

See Beckwith for Sundry Charges

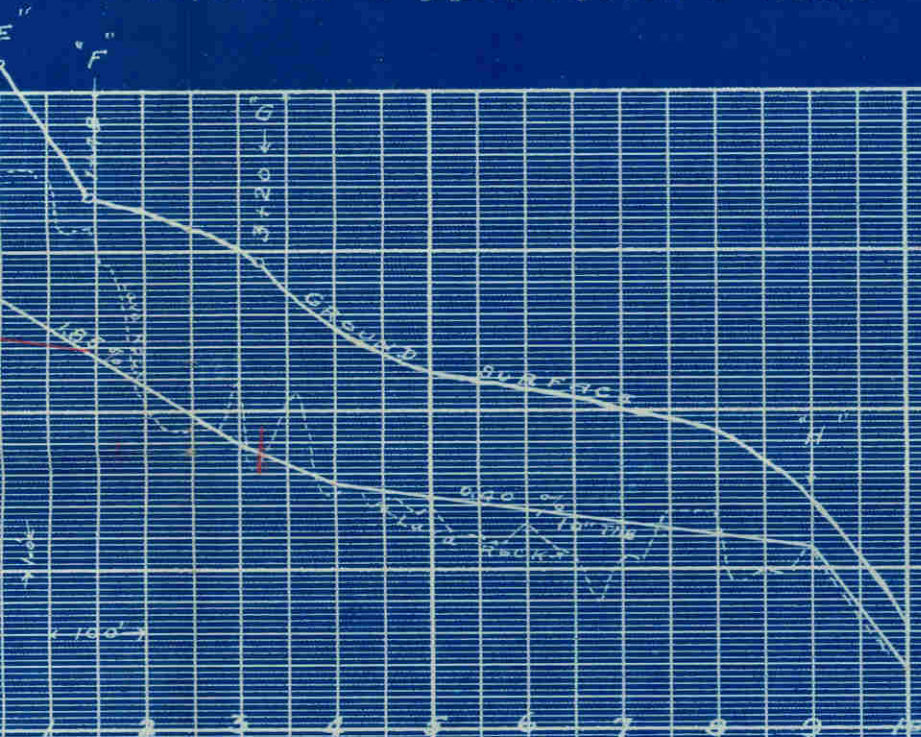




Jan. 1922.



# PROFILE OF A.C. WOOD'S DRAINS



## PROFILE LLOYD MILLER'S DRAINS

