



CONTRACT  
No. 173

Grace Cartney

Legal Description:  
NE1/4NE1/4

Section 1  
Township 10 South  
Range 15 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.



A G R E E M E N T .

DRAINAGE BY CONTRACT.

THIS AGREEMENT, made this 8<sup>th</sup> day of July 1927, by and between the Twin Falls Canal Company, an Idaho Corporation, party of the first part and Grace W. Cartney, his wife, party of the second part, Witnesseth:

WHEREAS, the following described land, to-wit: Lot #1 or the N.E. - N.E.

Sec. 1-10-15 E.B.M.

in Twin Falls County, Idaho, is at present being injured by seepage; and whereas, the first party is about to install drainage wells and tile drains on or near said land under the direction of the Company's engineer for the purpose of determining the effects such works in draining said seeped lands;

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 install said drainage works on or near said lands, 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 judgement of said engineer in the furtherance of said work, and that any person or persons whose lands depend upon these works for drainage shall have the right to enter on these lands to join to, construct and repair, and maintain these drains.

(2) That the cost of said works 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, (\$15.00) per acre for any and all lands so effected, the number of acres as determined by the said engineer amounts to 125 acres, amounting to One Hundred eighty seven and 50/100 dollars, (\$187.50). This amount is due and payable and will bear interest at the rate of eight per cent (8%) beginning from date, and the said lands are hereby charged and encumbered for the payment thereof.

(3) That no willows or poplar trees are permitted by the second party to grow within 100 feet of these tile lines.

(4) That the second party will protect the lines against any and all damage resulting from filling with roots or filling open outlets, or the breaking into the tile by surface waters or from any other cause.

(5) It is agreed that this contract is made for cooperation and division of expense only, that the first party 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 first party, or that it is in any wise responsible for the reclamation of 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 damages.

*by deposit*

(6) It is agreed that should a flow of water be obtained by reason of said wells and the tile drains, 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 convey said water to the place or places desired by first party in order to utilize or dispose of same.

(7) That the successors and assigns of the parties hereto are bound hereby.

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 hand the day and year first above written.

TWIN FALLS CANAL COMPANY.

By W. O. Taylor  
a Secretary.

Grace W. Cartney

W. O. Taylor  
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Grace W. Cartney

State of Idaho )  
County of Twin Falls ) ss.

On this 17 day of Feb, 1922, before me, J. A. Ross, a Notary Public in and for said County and State, personally appeared W. O. Taylor, known to me to be 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 THEREOF, 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 19<sup>th</sup> 1925.

J. A. Ross  
Notary Public.

State of Idaho )  
County of Lancaster ) ss.

On this 8<sup>th</sup> day of Feb, 1922, before me, W. O. Taylor, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared Grace

W. Cartney and Grace  
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 she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8<sup>th</sup> day of Feb, 1922.

My Commission expires Oct. 27, 1925.

Vernon Edgum  
Notary Public.

PAID 187.50  
of Feb 8-22  
J. A. Ross  
Notary Public  
State of Idaho  
County of Twin Falls

CONFIDENTIAL

Twin Falls, Idaho, January 19, 1925.

Mr. Grace W. Cartney,

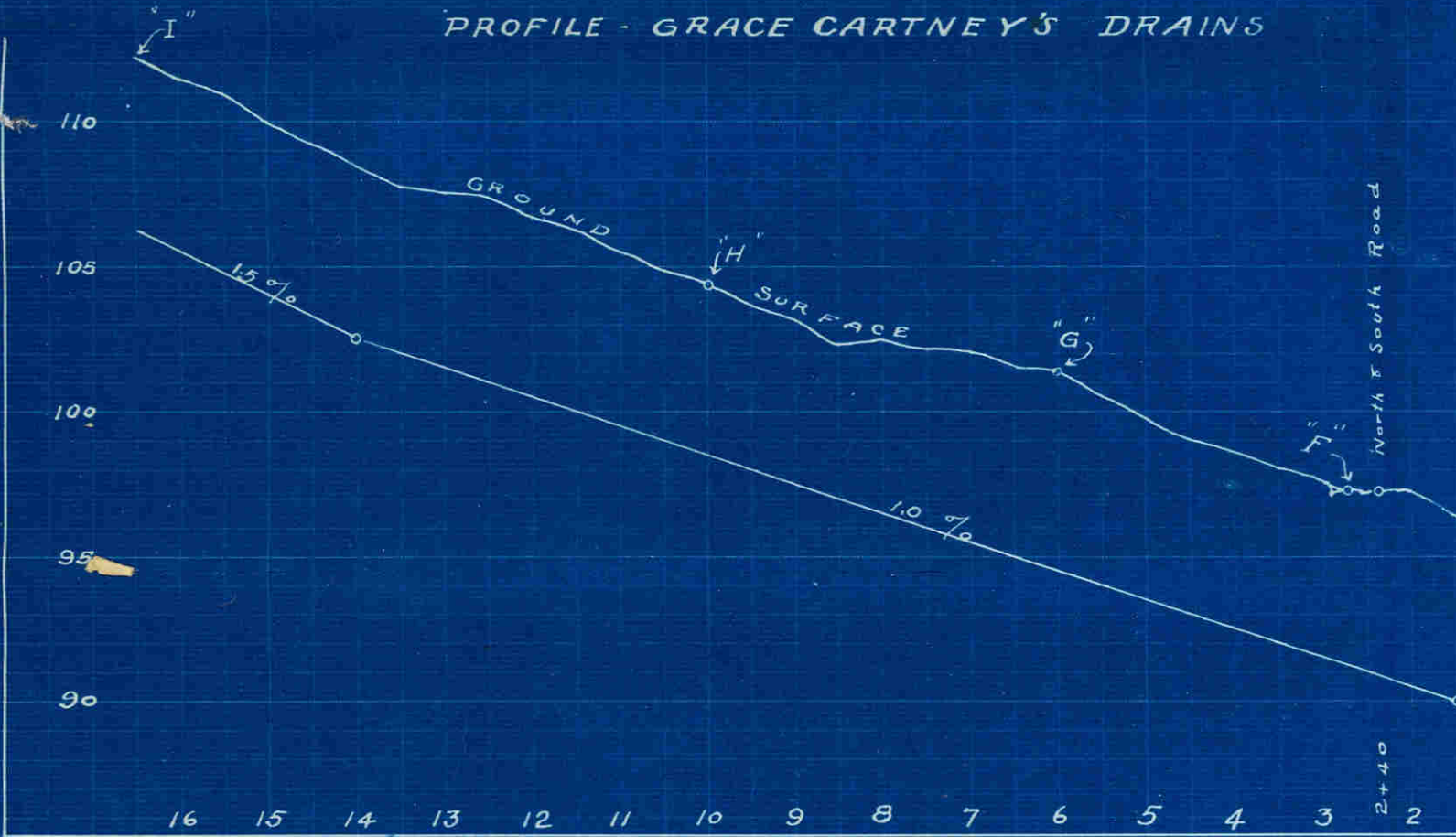
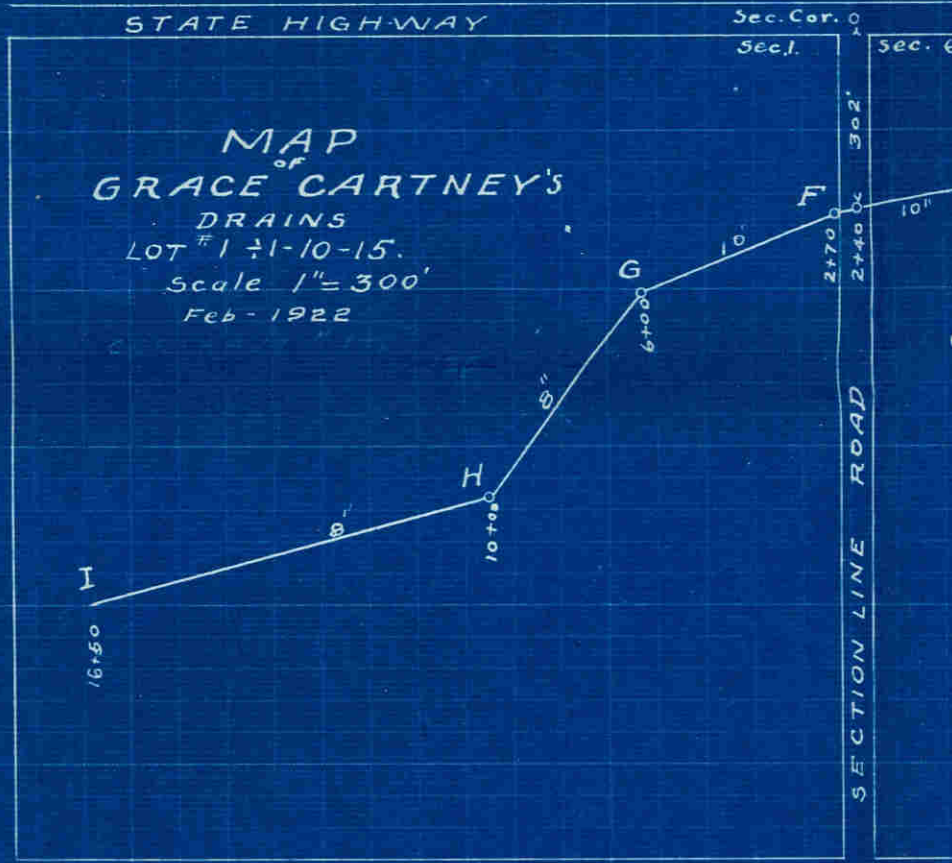
TO The Twin Falls Canal Co., DR.

Contract #173.

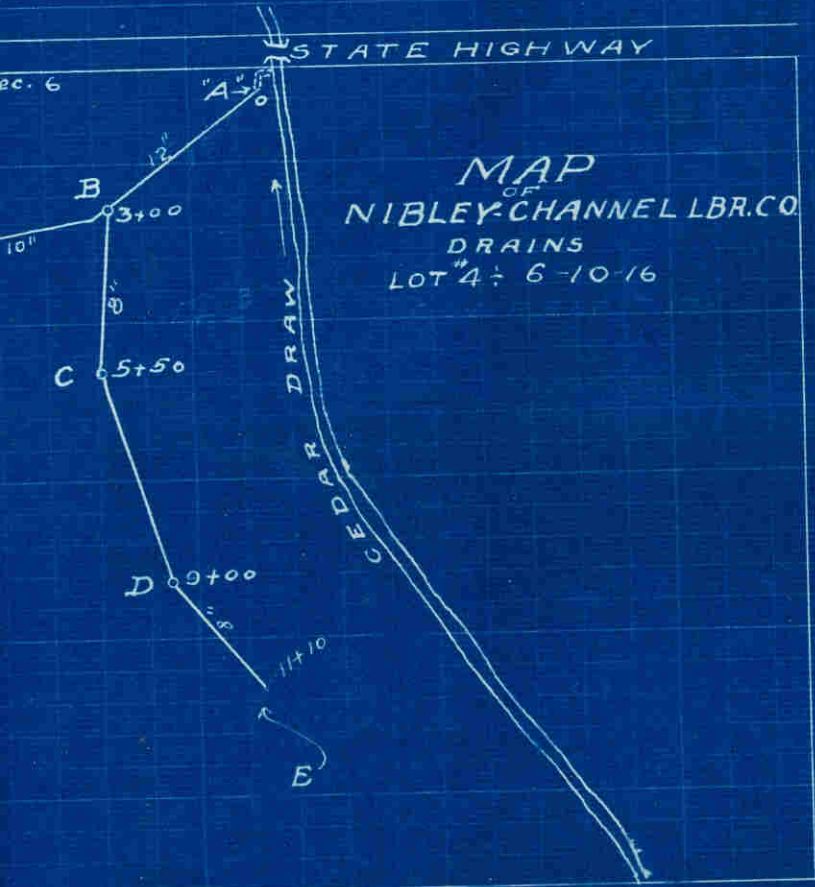
Draining  $12\frac{1}{2}$  Acres @ \$15.00  
per acre, =

\$187.50

on Lot 1, Sec. 1-10-15.



Sec. 6



PROFILE - NIBLEY-CHANNEL LBR. CO. DRAINS

