

CONTRACT
No. 174

Wm. Graham

Legal Description:
W1/2NE1/4

Section 2
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.

Created: 8/2016

140414

174

Agreement,

Wm. Graham

to

T.F. Canal Co.

2-10-15
2-10-15
13/14
BA

James J. Taylor

W Taylor

9

19

Jan

ca & B

123

CC Simon

15

15th Feb

T F Canal Co

YANNIS LALAS STREET

YANNIS LALAS STREET

A G R E E M E N T .

DRAINAGE BY COOPERATION.

THIS AGREEMENT, Made this 16th day of January, 1922 by and between Wm. Graham 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: acres in the West half of the North East quarter - 2-10-15, 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 Buhl, Idaho, 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 Secretary.

By _____
TWIN FALLS CANAL COMPANY.

By Wm Graham

TWIN FALLS CANAL COMPANY

By W. O. Taylor Secretary

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss.

On this 17th day of January, 1922, before me, L. H. Perrine, 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
Dec. 21, 1924

L. H. Perrine
Notary Public.

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss.

On this 16th day of Jan., 1922, before me L. H. Perrine, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared _____

Wm Graham 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 16th day of January, 1922.

My commission expires
Dec. 21, 1924

L. H. Perrine
Notary Public.

DRAINAGE AGREEMENT

THIS AGREEMENT, made this 10th day of March 1944 by and between Mrs. Jennie M. Graham, 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 West half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Two (2) Township Ten (10) South, Range Fifteen (15) E. B. M. Twin Falls County, State of Idaho. 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 this 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, tunnels, drain tiles, 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 breaking into the tile by surface waters or from any other cause.
- (4) In backfilling trenches that have been excavated, the Company will make a reasonable effort to replace the material excavated, but shall not be required to remove any rock from the land which may be left on the surface of the ground after the trenches have been filled.
- (5) That the Company does not in any way admit or acknowledge that the seepage hereinbefore 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 the land in question, nor does the Company in any way admit or acknowledge a liability on account of said seepage, or liability or responsibility to install the said, or any, system of drainage.
- (6) That should a flow of water be obtained by reason of said wells, drains, or tunnels, the same shall be subject to beneficial use by the Company and the owners will, and do, hereby grant to the Company, without charge to it, an easement and right-of-way for a ditch or ditches or water-ways, the location to be designated by the Company when required, over the land above described, necessary to convey such waters and/or other waters developed by the Company on adjacent lands, which have benefited the seepage condition above referred to, to the place or places desired by the Company in order to utilize or dispose of said waters.

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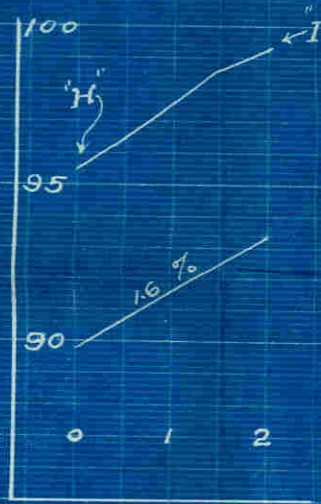
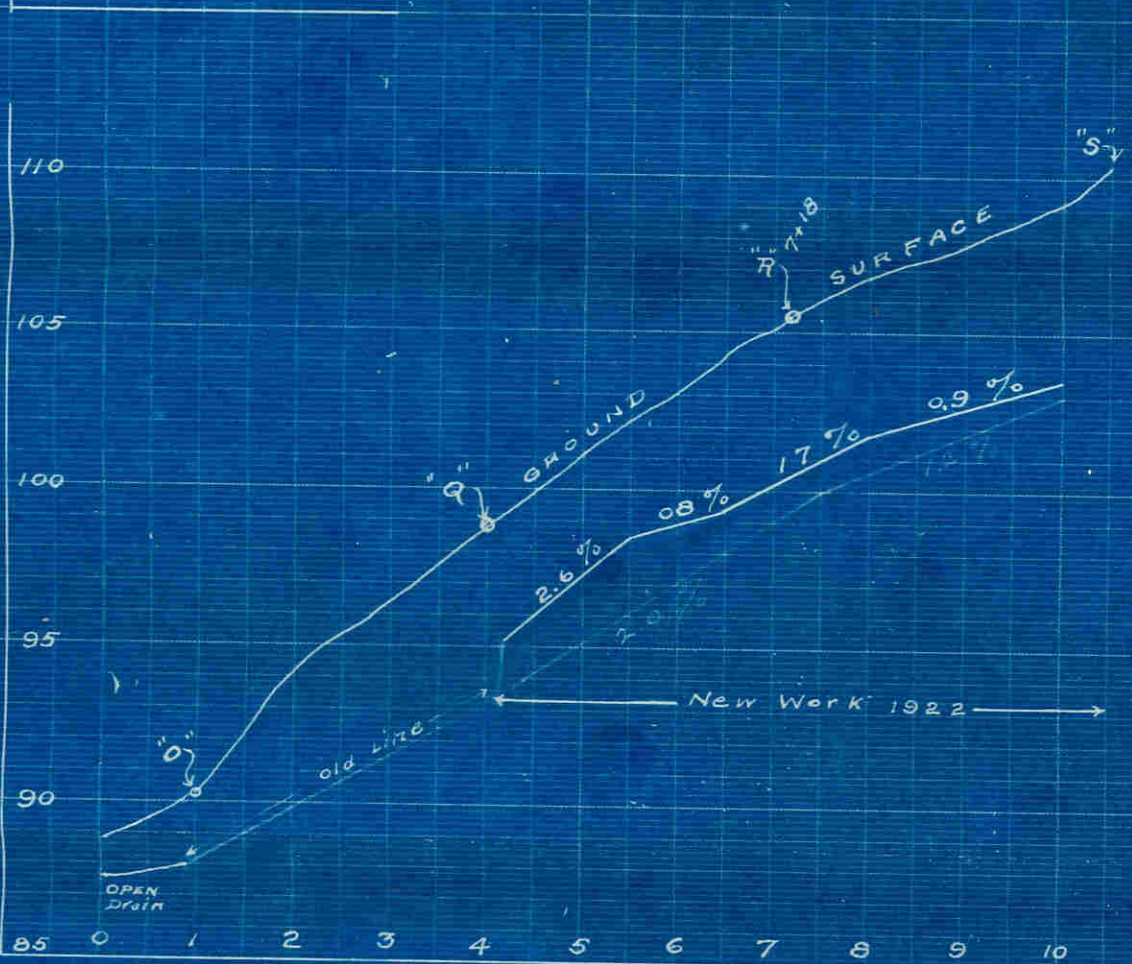
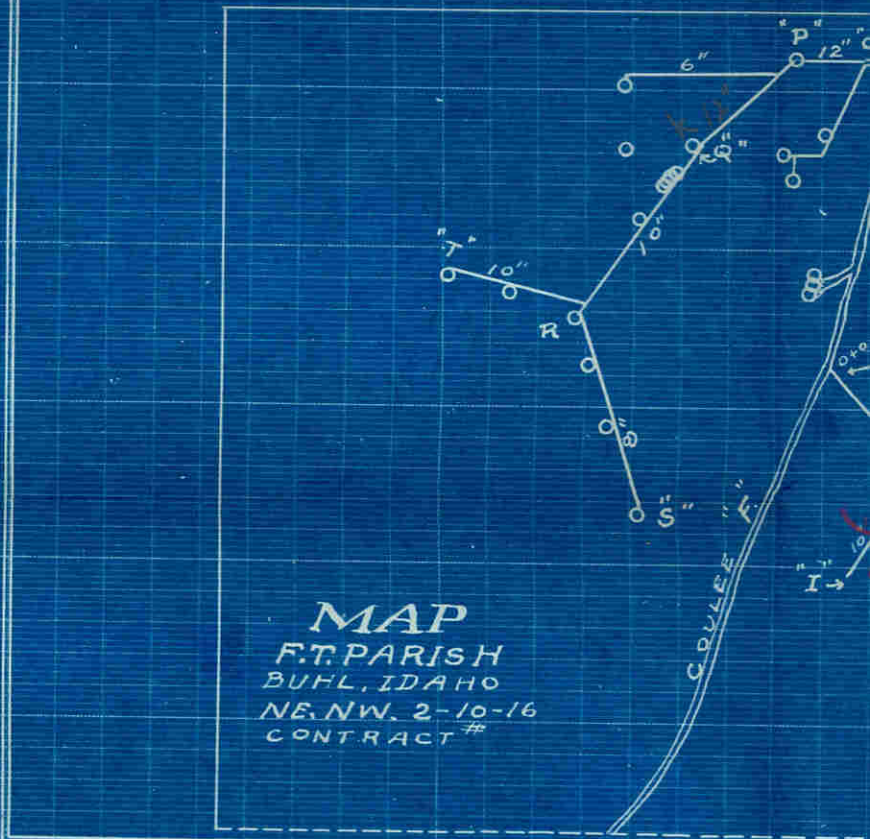
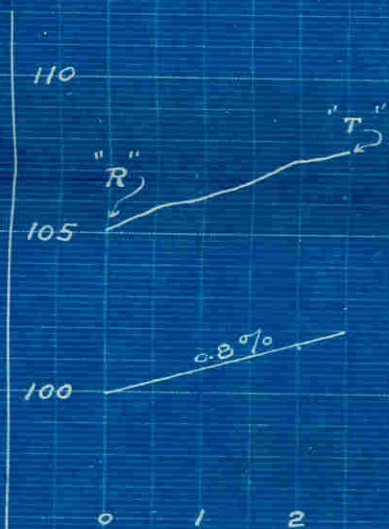
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PROFILES
F.T. PARISH'S
DRAINS

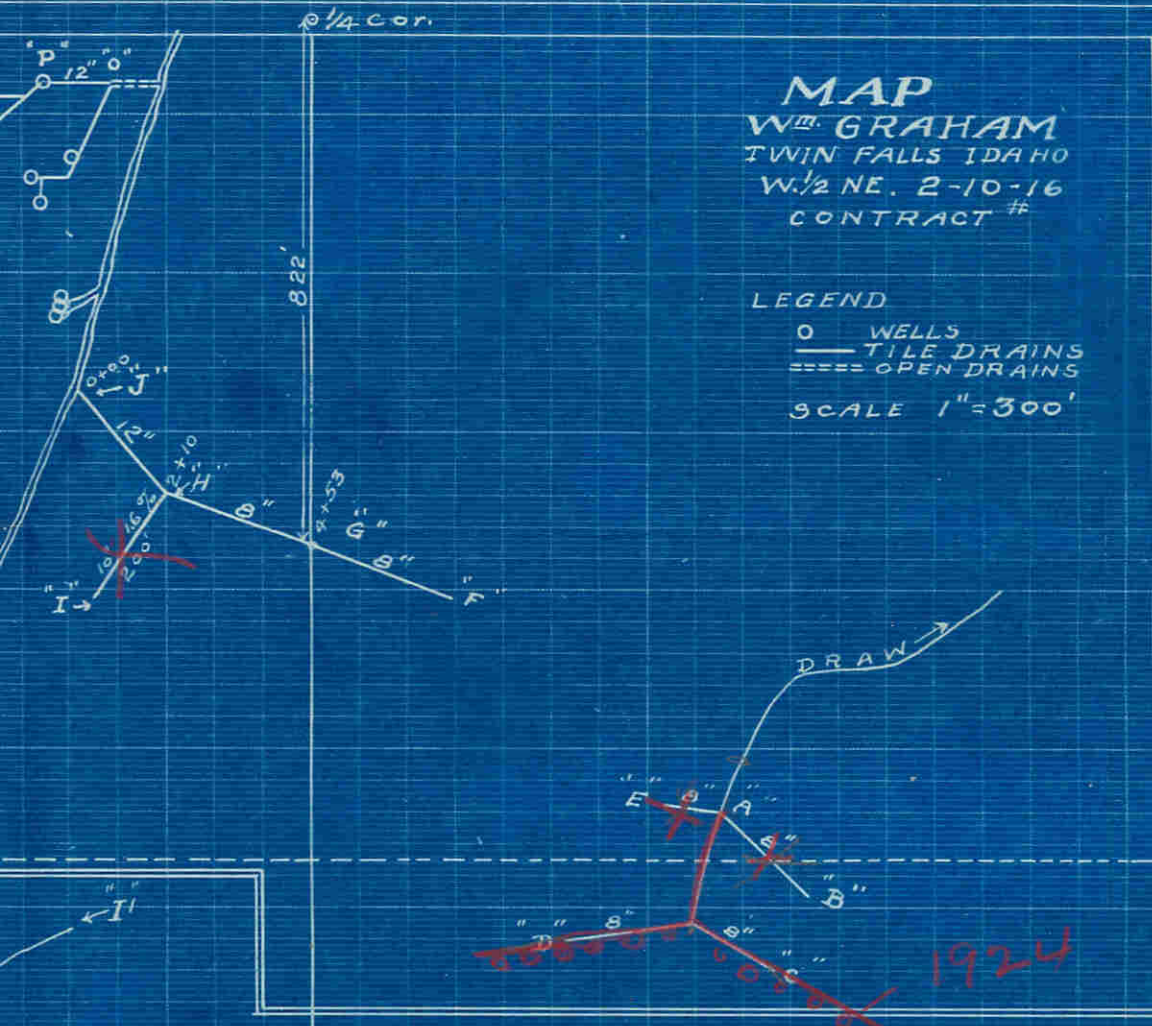


MAP
Wm. GRAHAM
 TWIN FALLS IDAHO
 W. 1/2 NE. 2-10-16
 CONTRACT #

LEGEND

- WELLS
- TILE DRAINS
- ==== OPEN DRAINS

SCALE 1" = 300'



PROFILES
Wm. GRAHAM'S
DRAINS

