



143036

# 177

Agreement.

J. S. McFarland

to

T. F. Canal Company

*Lat 9 13 1/2  
Submarine Pipe  
9-10-17*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
Assistant Secretary.

STATE OF IDAHO  
County of Twin Falls

I hereby certify that this

filed for record at request of

W. O. Taylor

37

Meh

C A + B

174

J. S. McFarland

1.60

Twin Falls Canal Co

*Secretary*

(7. Cont) DRAINAGE BY COOPERATION.

THIS AGREEMENT, Made this 2<sup>nd</sup> day of March, 1922 by and between J. S. McFarland 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 Lat 9-Block 3 Suburban Park Addition, 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 J. S. McFarland  
TWIN FALLS CANAL COMPANY.

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss.  
On this 3rd day of March, 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 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 \_\_\_\_\_, 19\_\_.  
L. H. Perrine  
Notary Public.

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss.  
On this 2nd day of March, 1922, before me L. H. Perrine, a Notary Public in and for Twin Falls, County, State of Idaho, personally appeared J. S. McFarland 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 2nd day of March, 1922.

L. H. Perrine  
Notary Public.  
My Commission expires Dec. 21, 1924

April 15, 1922.

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FINAL ESTIMATE

of

Mr. J.S. McFarland, Co-operative Drainage Contract #177.

The following are the quantities in the excavating for  
tile drains.

Main Line Drain, 0-77 to 1-54  
Main Line Drain, 2-32 to 3-07  
Main Line Drain, 5-00 to 5-50. total 93.9 cu. yds @  
27¢ -- \$25.35

There is now due and payable on this final estimate the  
sum of \$25.35

*low*

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GEN. MGR. TWIN FALLS CANAL CO.



