

CONTRACT  
180

W. H. Wright

Legal Description:  
SENE

Section 3  
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



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Created: 8/2016



Cont. # 180

W.H.Wright

SE-NE: 3-10-17

180

A G R E E M E N T .

DRAINAGE BY COOPERATION.

THIS AGREEMENT, Made this 25<sup>th</sup> day of March, 1922 by and between W. H. Wright 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 SE, NE Sec. 3-10-17 E.B.M., 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-

July 22, 1922.

*low*

FINAL ESTIMATE  
for  
WM. HARKINS, CONTRACTOR.

on the

W. H. Wright, Drainage Job.

Total Solid Rock,	147.1 Cu. Yds.	@ \$7.00,	\$1029.70
Shale,	107.0 " "	2.50	267.50
			<hr/>
Previous Estimate, (July 15),			\$1297.20
			581.70
			<hr/>
			\$715.50

Amount now due and payable, \$715.50

*low*  
GEN. MGR. TWIN FALLS CANAL CO.

July 29, 1922.

*low*  
FINAL ESTIMATE  
for  
W. H. WRIGHT, Co-operative Drainage Contract.  
in SE-NE: 3-10-17.

Total Excavation, 537.3 Cu. Yards.  
Less Rock Excavation, 147.1 Cu. Yards.  
Earth Excavation, 390.2 Cu. Yards.

390.2 Cu. Yds. @ 27¢, = \$105.35

Amount due & Payable, \$105.35

*low*  
GEN. MGR. TWIN FALLS CANAL CO.



Twin Falls, Idaho.

Mr. W. H. Wright,  
Twin Falls, Idaho.

Dear Sir:-

I propose to furnish all tools, implements and labor necessary to install the Tile Drain System in your lands located in SE-NE, Sec. 3-10-17, according to plans and specifications furnished by the Twin Falls Canal Co., and in accord with the Contract between the Twin Falls Canal Company, and yourself.

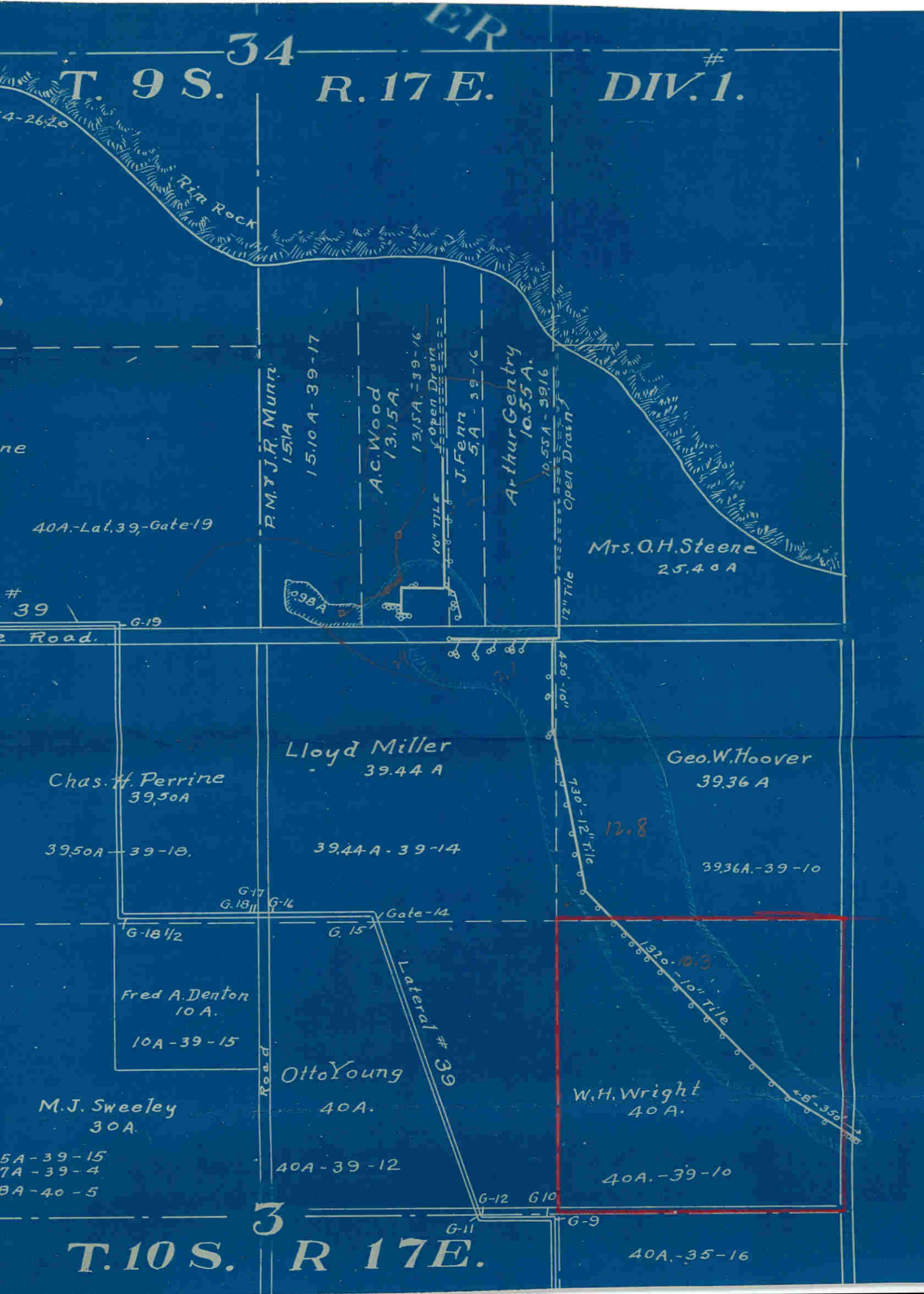
The work to be done under the direction of the Canal Company's engineer and to be first class workmanship throughout. The lines to be worked out to grade the tile laid in close, the joints to be filtered with gravel, the wells to be properly connected to the main lines of tile, the tile carefully covered with one foot of clean earth before any rock or hard pan material is deposited in the trench. The trench is to be one half filled and then puddled well with water before the balance of the filling is deposited to within six inches of the surface when the trench is again puddled before completing the refilling of the trench all for the sum of Three Hundred Fifty Dollars, (\$350.00), payable when the work is accepted by the Canal Company's engineer.

It is understood that the Canal Company will furnish the tile, the gravel and wood templets at their Twin Falls Yards.

It is further understood that the 27¢ per cu. yd., to be paid by the Canal Company is to be paid to Mr. Wright. with the understanding that I am to get estimates when work is half done.

Yours truly,

*W. H. Perkins*



34

T. 9 S.

R. 17 E.

# DIV. 1.

4-26-20

Rim Rock

P.M. & J.R. Munn  
15.1A  
15.10 A - 39-17

A.C. Wood  
13.15A  
13.15A - 39-16

J. Fenn  
5.1A - 39-16

Arthur Gentry  
10.55 A.  
10.55A - 3916

Mrs. O.H. Steene  
25.40 A

40A - Lat. 39 - Gate 19

# 39

Road.

G-19

Chas. H. Perrine  
39.50A

Lloyd Miller  
39.44 A

Geo. W. Hoover  
39.36 A

39.50A - 39-18

39.44A - 39-14

39.36A - 39-10

G-17  
G-18

G-16

Gate-14

G-18 1/2

G-15

Fred A. Denton  
10 A.  
10A - 39 - 15

Otto Young  
40A.

W.H. Wright  
40 A.

M.J. Sweeley  
30A.

40A - 39 - 12

40A - 39 - 10

5A - 39 - 15  
7A - 39 - 4  
8A - 40 - 5

3

T. 10 S.

R. 17 E.

40A - 35 - 16

G-11

G-12

G-10

G-9

12.8

1320 - 10" Tile

8" 350'

Lateral # 39

10" TILE  
Open Drain

12" TILE  
Open Drain

10.98A