















CONTRACT  
No. 265

W.J. Holmes

Legal Description:  
NW1/4NW1/4

Section 14  
Township 9 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.

# 265

183732

Agreement.

W.J. Holmes.

*new new!*

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

secretary.

knowledged to me that he subscribed, and his own name as Assistant

as the Assistant Secretary of the said company, and

to be the person whose name is subscribed to the within instrument

County and State, persons

County and State, persons

County and State, persons

County and State, persons

County and State, persons

County and State, persons

County and State, persons

County and State, persons

County and State, persons

County and State, persons

County and State, persons

County and State, persons

County and State, persons

*76 hundred 10  
10  
9  
June 18  
Agreements 10  
C. S. Summers 4.3*

*140 P  
before me*

*H. C. ...*

TWIN FALLS CANAL CO.

STATE OF IDAHO

COUNTY OF TWIN FALLS

on this

1883

STATE OF IDAHO  
County of Twin Falls  
I hereby certify that

76 hundred 10  
10  
9  
June 18

Agreements 10  
C. S. Summers 4.3

140 P  
before me

# 265

A G R E E M E N T

(Continued)

DRAINAGE BY COOPERATION

THIS AGREEMENT, Made this 28, day of Dec., 1925, by and between

W. J. Holmes of Buhl, Idaho party of the first part, called the "Owner," and the Twin Falls Canal Company, and Idaho Corporation, of Twin Falls, Idaho, party of the second part called the "Company."

WHEREAS, THE following described land belonging to the owner to -witt; \_\_\_\_\_, acres in the NW, NW 14-9-15 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 General Manager in an effort to determine the effect of such works in draining said land.

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 General Manager 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, 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 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 General Manager.
- (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, and drill such drainage wells as the Company believes necessary, and drill, blast and excavate such rock as 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 way admit or acknowledge that the seepage here-in-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 way 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 a ditches of water

