

Dr Agent 323

J.C. Barker
To J.L. Canal Co

PAID
9-10-17

Trust Falls Canal

25
9
3
9
28
10

Agreements

James Barker

paid

Trust Falls Canal

ON THIS

COUNTY OF LATAH STATE OF IDAHO

WILLIAMS CANAL CO

BY

BY

Working - see
old plot # 48

A G R E E M E N T
DRAINAGE BY COOPERATION

THIS AGREEMENT, made this 1st day of December
1928, by and between

I.C. Barker

IN WITNESS WHEREOF, the first party has set hand and the
second party has caused the same to be executed by the hand of
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: 10 acres in the SW 1/4 of Sec. 9-10-17
is at present being threatened by seepage, and
whereas, the owner is about to install a drainage system, com-
prising 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 here-
by agreed:

(1) That the Company may at its option and under the direct-
ion 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, deliver gravel and the tile, fill
and properly puddle the trench all under the direction of the
Company's General Manager.

(5) That the Company shall furnish tile and gravel at the
Company's yards at Twin Falls, and drill such drainage wells as
the Company believes necessary, and excavate the trenches.

(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.

(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 ditch or
water 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 _____ By I. C. Barker

By _____ By _____

TWIN FALLS CANAL CO.

By Frank Brown

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

On this 3rd day of Dec, 1928 before me _____ A Notary Public in and for said County and State, personally appeared Frank Brown 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 thereunto set my hand and affixed my official seal on the day and year in this certificate above written.

My commission expires, July 15, 1929.

Emma L. Vick
Notary Public

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

On this 1st day of December, 1928, before me, Emma L. Vick, A Notary Public in and for Twin Falls County, State of Idaho, personally appeared I. C. Barker
_____ and _____

being the first part, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first part; and duly acknowledged to me that _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____, day of _____, 19____.

My commission expires, July 15, 1929.

Emma L. Vick
Notary Public

9-10-17

E M JONES
W 1/4 SW 9-10-17
CONT # 325

F M McCLERY
LOT 8
CONTRACT 101

CHAS LARSON
LOT 16 MOORMAN ADD
CONTRACT # 162

T C BARKER
10A NW NE SW 9-10-17
CONTRACT NO 329

W E EDWARDS
10A NENE SW 9-10-17
CONTRACT NO 324

7

15
JOE FIX
LOT # 15 MOORMAN ADD
CONT # 58

12" TILE

10"

6

14

4

9	8
10	7
11	6
12	5
13	4
14	3
15	2
16	1

Cont # 176

3

1	6
2	5
3	4
4	3
5	2
6	1

183

Cont # 181

2

9	8
10	7
11	6
12	5
13	4
14	3
15	2
16	1

1

13	12
14	11
15	10
16	9
17	8
18	7
19	6
20	5
21	4
22	3
23	2
24	1

5

13

