

CONTRACT  
166

W.E. Wallace

Legal Description:  
NWNE

Section 22  
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



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.

139116

#166

Contract.

T.F. Canal Co.,

to

W.E. Wallace.

*not rec'd  
22-10-17  
see 87 & 114*

STATE OF UTAH )  
County of Twin Falls )

I hereby certify that this instrument  
filed for record at request of Twin Falls Canal Co  
at 30 minutes past 9  
o'clock 9 M., this 23rd  
day of Dec A. D. 1917 in my  
office and duly recorded in book 8  
of C.A. & B. at  
page 102

E. C. Quinn  
Ex-Officio Recorder.

~~40~~ Deputy.  
Fees \$ \_\_\_\_\_

Return to:  
T. F. Canal Co  
at City

A G R E E M E N T

DRAINAGE BY CONTRACT

THIS AGREEMENT, made this 13th day of December, 1921, by and between the Twin Falls Canal Company, an Idaho Corporation, party of the first part, and W. E. Wallace of Twin Falls, Idaho, party of the second part. Witnesseth:

WHEREAS, the following described land, to-wit: A part of the N.W. $\frac{1}{4}$  of the N.E. $\frac{1}{4}$  and the N.E. $\frac{1}{4}$  of the N.E. $\frac{1}{4}$  of Section 22, Twp. 10 South of Range 17 E.E.M. lying South of the O.S.L. Railroad right of way in Twin Falls County, Idaho, is at present being injured by seepage.

WHEREAS, party of the first part is to install drainage wells and tile drains on or near the said land under the direction of the Company's Engineer, for the purpose of determining the effect of such wells, and for the purpose of relieving the said land of seepage;

NOW, THEREFORE, in consideration of the premises it is hereby agreed:

(1) That the first party may at its option and under the direction of said engineer install said drainage works on or near said lands, the number, size, depth, character and location to be designated by said Engineer, that the first party shall have the right to enter on said lands and do and perform any and all things reasonably necessary in the judgement of said engineer in the furtherance of said work, and that any person or persons whose lands depend upon these works for drainage shall have the right to enter on these lands to join to, construct and repair, and maintain these drains.

(2) That the cost of boring said Wells shall in the first instance be borne by the first party; but, the second party agrees to reimburse the first party to the extent of Fifteen (15.00) dollars per acre for any and all lands drained; the number of acres, if any, to be determined by the said Engineer, and it is further understood that party of the first part shall complete the aforesaid drainage work within ninety (90) days from date hereof, unless prevented by the elements. *Amount of land = 10 acres @ \$15.00 = 150.00. Paid, Receipt whereof is hereby acknowledged.*

(3) It is understood that the first party does not in any wise 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 first party, or that it is in any wise responsible for same, or that first party in any wise 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 to second party to damages.

(4) It is agreed that should the flow of water be obtained by reason of said Wells and the tile drains, the same shall be subject to the use of the party of the first part for irrigation, and the second part will grant to the first part a free easment and right of way for ditches or water ways necessary to convey the said water to the place or places desired by the first part in order to utilize or dispose of same.

(5) Party of the second part agrees to keep said land within ~~seal~~ one hundred (100) feet of the aforesaid tile drains, free from willows and poplar trees.

(6) That the party of the second part will protect the lines against any and all damage resulting from filling with roots or filling open outlets, or the breaking into the tile by surface waters,

or damage by live stock.

(7) That the successors or assigns of the parties hereto are bound hereby.

In witness whereof, the first party has caused the same to be executed by the hand of its Secretary: and, the second party has set hand the day and year first above written.

TWIN FALLS CANAL COMPANY

BY W. O. Taylor  
Secretary.

W. E. Wallace

State of Idaho )  
County of Twin Falls ) ss.

On this 13th day of December 1921, before me, J. A. Row 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 Sept 19 AD 1925. J. A. Row  
Notary Public

State of Idaho )  
County of Twin Falls ) ss.

On this 13th day of December 1921, before me J. A. Row, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared W. E. Wallace and W. O. Taylor being the first part 4 to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first part 4; and duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of December 1921.

J. A. Row  
Notary Public.  
My Commission expires Sept 19 AD 1925

Jan 11-1922

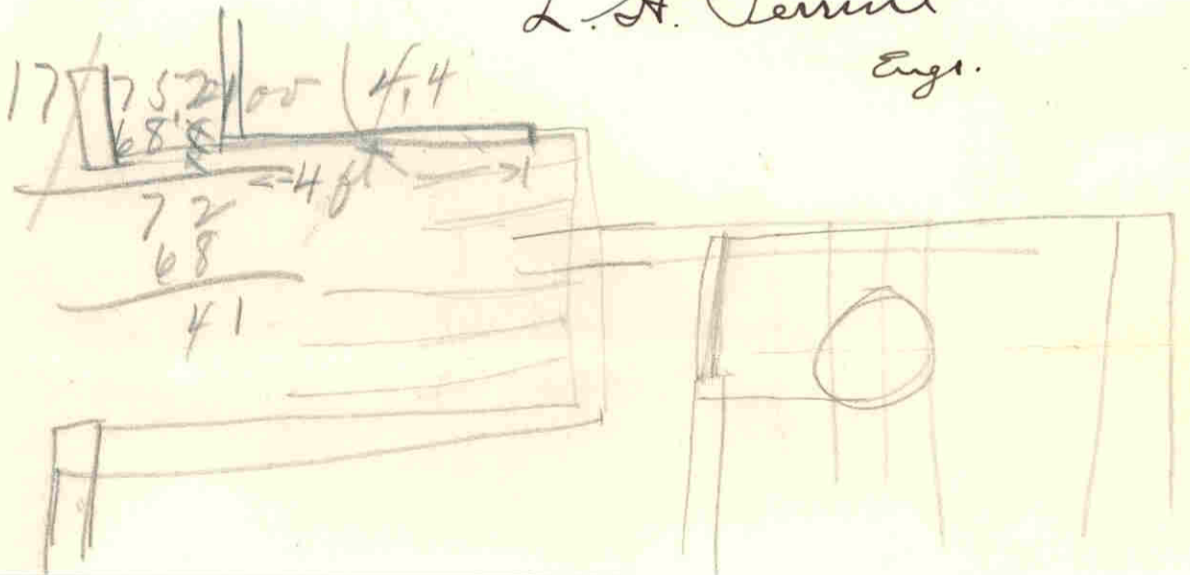
Mr. J. C. Wheelon  
Gen. Mgr.

Dear Sir:-

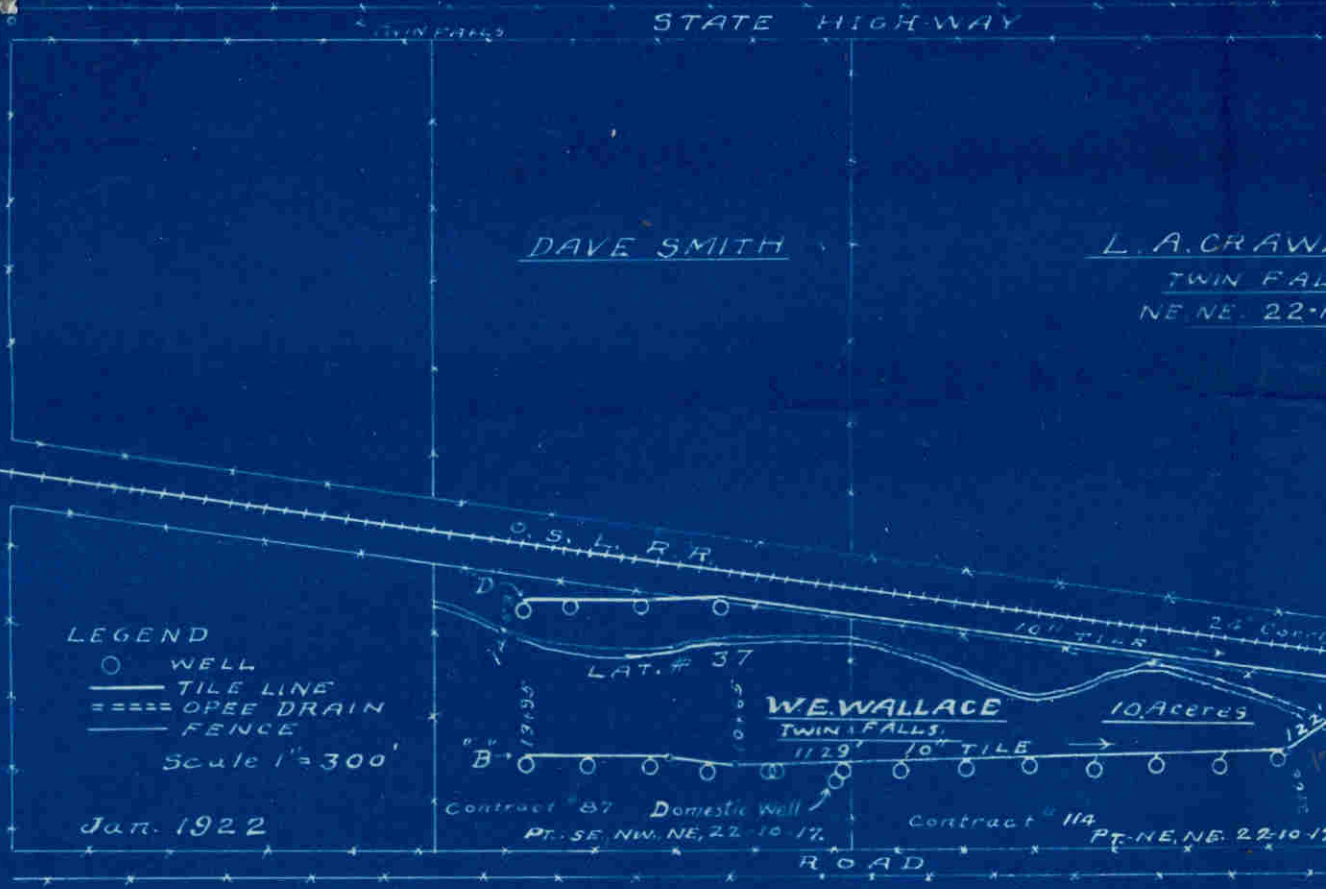
The following is the Final Estimate  
for G. F. Knape on Dr. W. H. Wallace  
dRAIN along the R. R. right of way.

Excavation (800 ft. ditch)	1342 Cu. yds @ 55¢	73.81
Removing old till - 4 hr.	@ 35¢	1.40
		<hr/> 75.21
Total amount earned		25.00
Payroll for Dec. 24-21		<hr/> 50.21
Balance due		

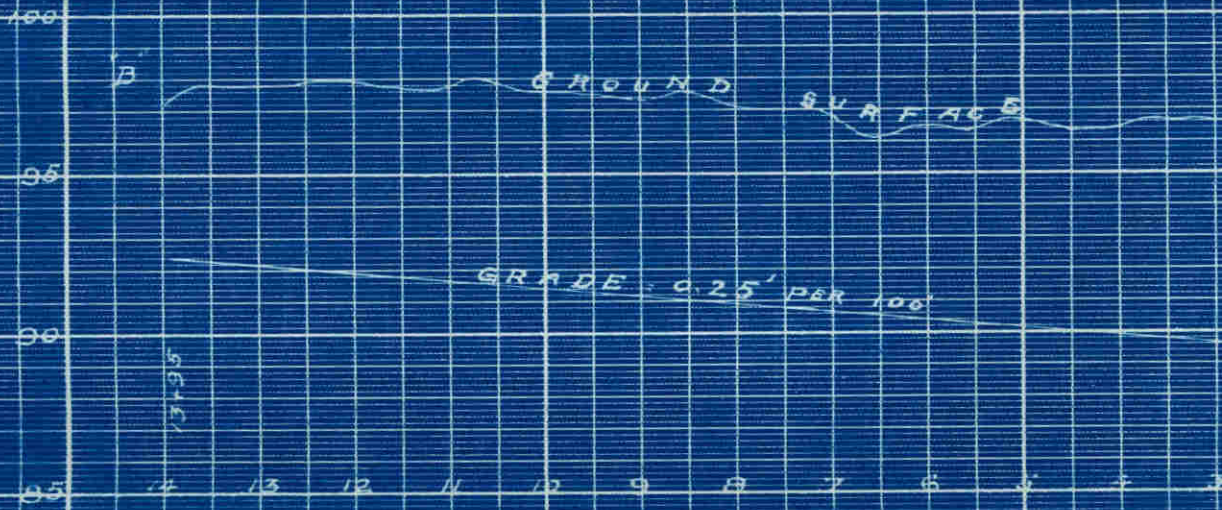
L. H. Perrine  
Engr.



# MAP.



## PROFILES DR. WE. WALLACE DRAINS



## PROFILE Along R.R. RIGHT-OF-WAY

