



CONTRACT  
175

C.E. McClain

Legal Description:  
E1/2NW

Section 19  
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



A G R E E M E N T .

DRAINAGE BY COOPERATION.

THIS AGREEMENT, Made this 21<sup>st</sup> day of February, 1921 by and between C. E. Mc Clain of 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 E 1/2 N. W 1/4 - Sec. 19-10-17 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-

AGGREEMENT, 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 C. E. McClain

TWIN FALLS CANAL COMPANY.

BY W. O. Taylor Assistant Secretary

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss.

On this 21st day of February, 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 Dec. 21, 1924

L. H. Perrine  
Notary Public.

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss.

On this 21st day of February, 1922, before me L. H. Perrine, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared C. E. McClain 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 21st day of Feb., 1922.

L. H. Perrine  
Notary Public.

My Commission expires Dec. 21, 1924

195226  
Contract.  
C. E. McClain

to  
I. P. Canal Co.

Notary Public  
Twin Falls, Idaho  
C. E. McClain  
Assistant Secretary  
W. O. Taylor  
Assistant Secretary

Twin Falls Canal Co.

Twin Falls, Idaho

Twin Falls, Idaho.  
March 1922.

Mr. C. E. McClain,  
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 NE-NW, Sec. 19-10-17, 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 Four Hundred Forty Two and no/100 dollars (\$442.00), 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. McClain.

P.S.

W. H. Hawkins

With the understanding  
that I am to get Elements  
When Work is Part done  
W. H.

Twin Falls Canal Co.

Twin Falls, Idaho

*fcw*  
May 5, 1922.

FINAL ESTIMATE ON DRAINAGE WORK

FOR

MR. C. B. McCLAIN.

Total <del>Earth</del> Excavation, --	689.0 Cu. Yds.
Total Rock, " , --	<u>66.6 " "</u>
Earth Excavation,	622.4 Cu. Yds.
Balance due, 622.4 @ 27¢ =	\$168.05

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

Cost to Land owner

442.00  
168.05  
\$ 273.95

May 5, 1922.

*Whelan*

FINAL ESTIMATE ON DRAINAGE WORK  
OF C. E. McCLAIN,

for

WM. HARKINS.

Total Rock Excavation,	66.6 Cu. Yds.	
66.6 Cu. Yds. @ \$8.10 per, =		\$539.46
Less Supplies,		<u>42.00</u>
		\$497.46
Less Previous Estimate (1055.4 Cu.ft),		<u>316.62</u>
Balance, due, . . . . .		\$180.84

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

Twin Falls Canal Co.

Twin Falls, Idaho

April 24, 1922.

WM. HARKINS.

ESTIMATE #1. PARTIAL PAYMENT:

on

THE CANAL CO. PORTION OF THE C. E. McCLAIN'S  
DRAINAGE JOB. NE-NW. 19-10-17.

These force accounts are in accordance with the Drainage Contract between the Canal Company, and Mr. C. E. McClain, and are as follows:-

Force Account.

April 1,	Foreman,	1 day	@ \$5.00	\$5.00
" 1,	4 Men,	1 day,	@ \$3.00	12.00
" 3,	5 Men,	1 day,	@ \$3.00	15.00
" 4,	Foreman,	1 day,	@ \$5.00	5.00
" 4,	6 Men,	1/2 day,	@ \$3.00	9.00
" 4,	1 Foreman,	1/2 day,	@ \$5.00	2.50
				<hr/>
				\$48.50
Plus 10%				4.85

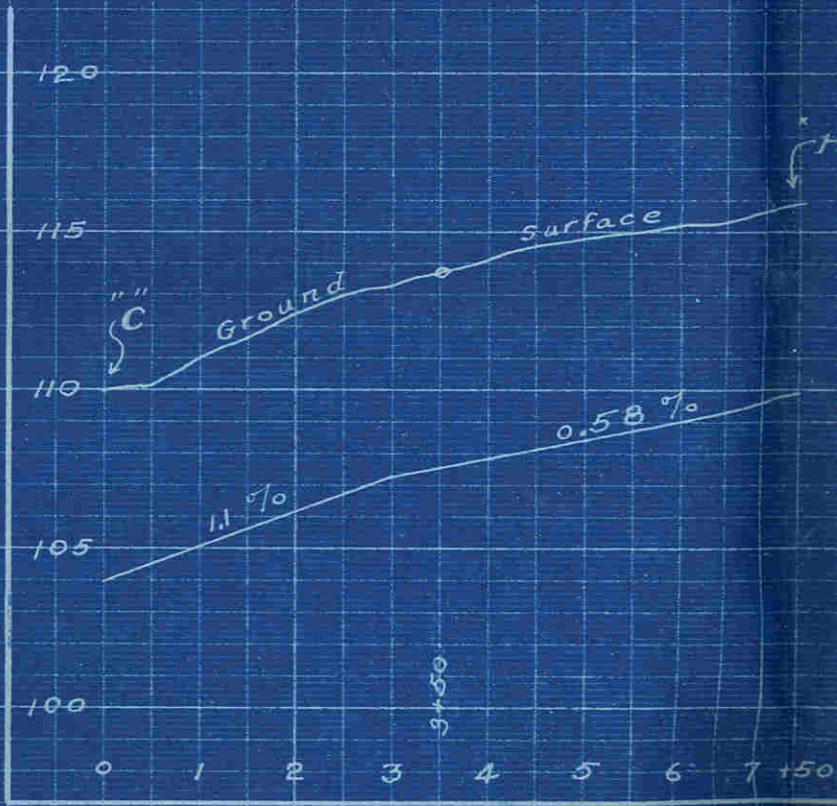
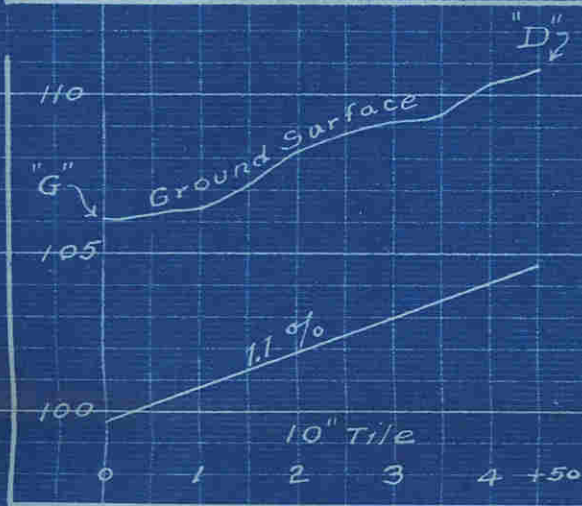
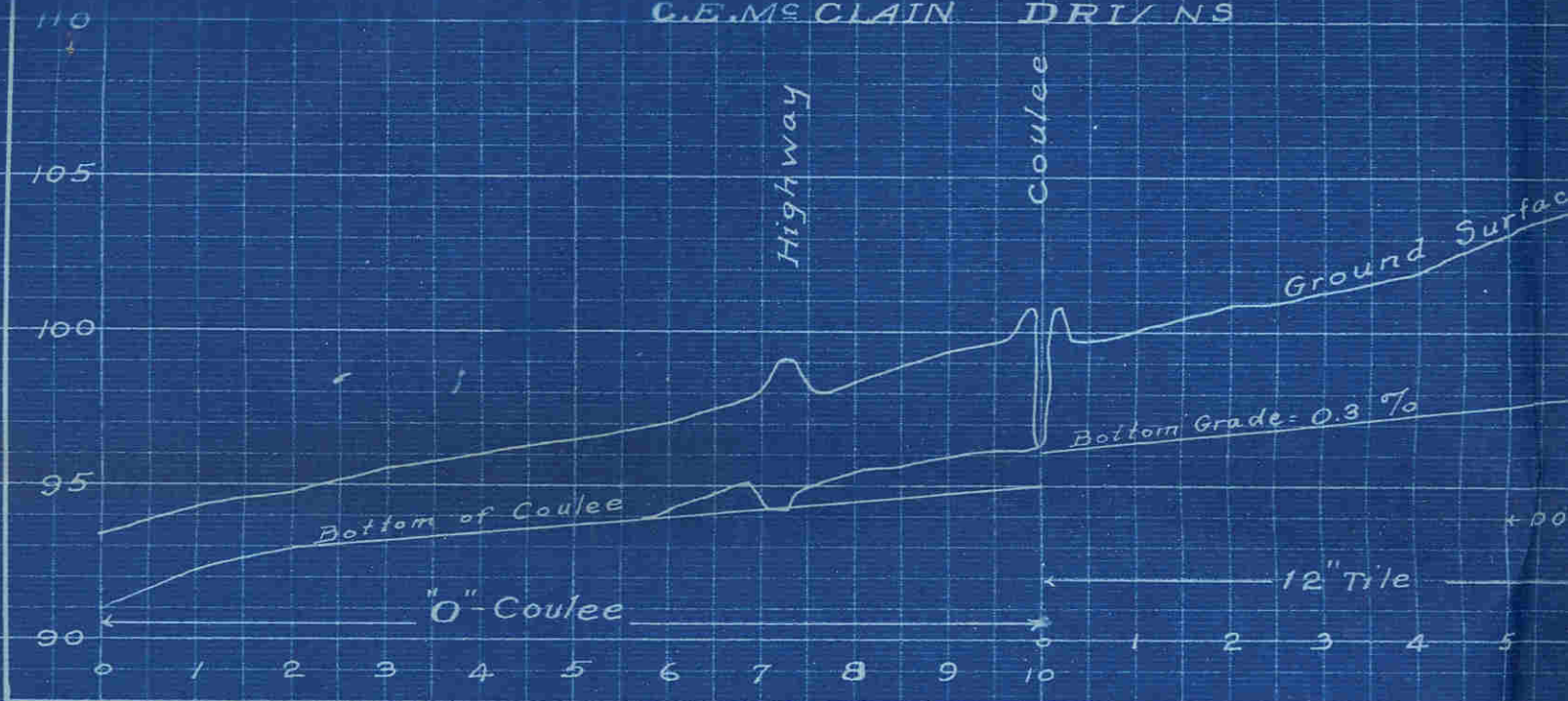
Solid Rock,

Station 3x29 to 6x00 = 1055.4 Cu. ft. @ 30¢ =	\$316.62
	<hr/>
	\$369.97
Deduct for Powder, etc.,	\$104.50
Due on this estimate,	<hr/>
	\$265.47

*J. W. Harkins*  
GEN. MGR. TWIN FALLS CANAL CO.

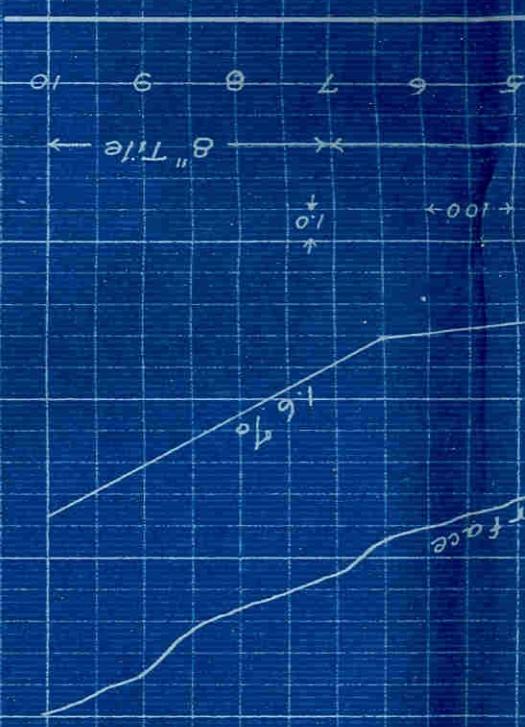
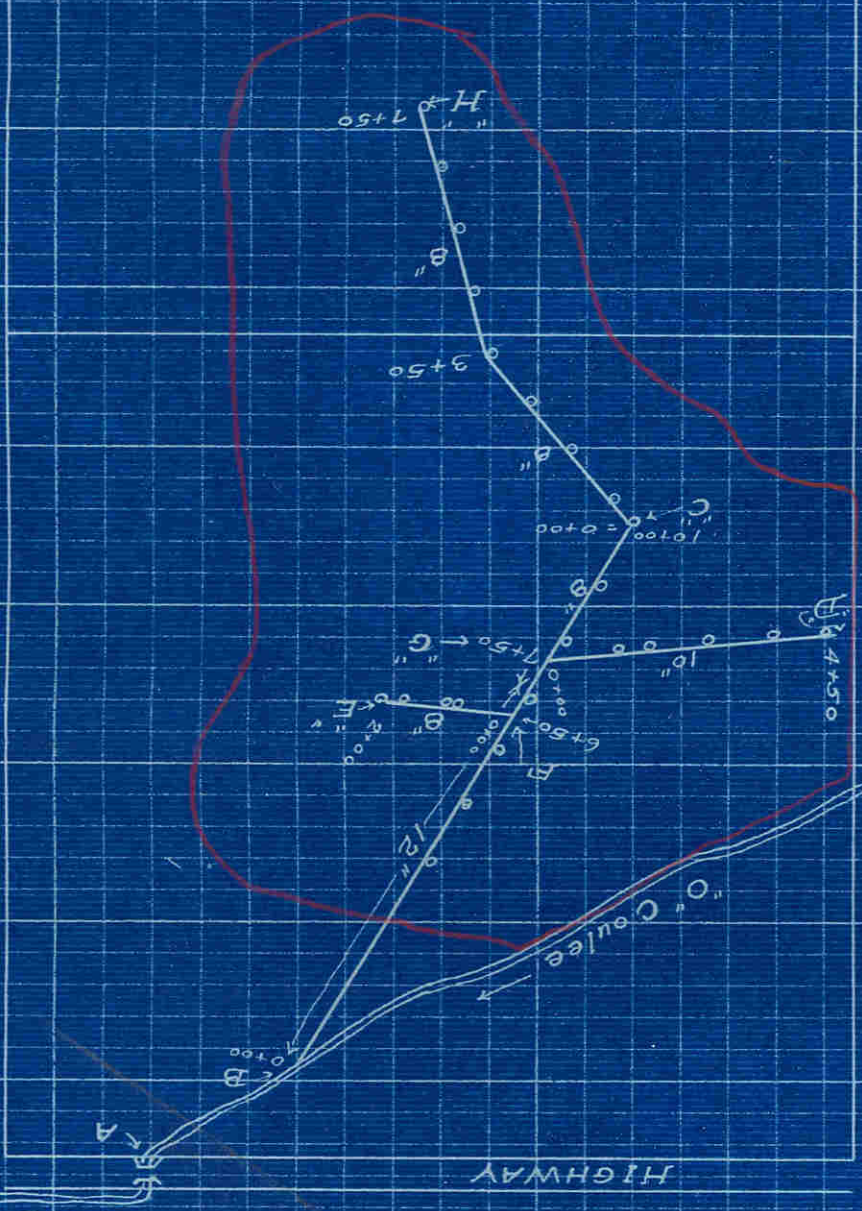


PROFILES  
OF  
C.E.M. CLAIN DRY LNS



Note  
 Lines B-C, D-G, F, built 1922  
 Line C-H, extension - Feb. 1923

C. E. McCLAIN  
 E 1/2 NW-19-10-17  
 CONTRACT # 175  
 Scale 1" = 300'



7+50

H

100+

face