



CONTRACT
No.276

A.M. Hayne

Legal Description:
SE1/4SW1/4

Section 28
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.

276

SE Survey

28-9-15
191121

Agreement

A. M. Hayne

Pospis

for Map SEE
192 or 225

H. C. Lynch

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Oct 26 10

b. a. & B

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C. J. Sisquon
Hugh W. Boone

1.40

27 Cavalto
City

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A G R E E M E N T

DRAINAGE BY COOPERATION

THIS AGREEMENT, Made this 14, day of October,
1926, by and between
A. M. Hayne of Buhl, 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: 5, acres in the SESW 28-9-105
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 wells on and near said
land under the direction of the Company's General Manager in an
effort to determine the effect of such work 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 direc-
tion of said General Manager locate the lines upon which said drain-
age 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 reason-
ably 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 yard at Buhl, and drill such drain-
age 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 wise 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 wise responsible
for the reclamation of same, or that the Company in any way ad-
mits 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 or water

(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 _____ By A. M. Hayne
By _____ By _____

TWIN FALLS CANAL CO.

By J. H. Lynch
Asst Secretary

STATE OF IDAHO)
) ss
COUNTY OF TWIN FALLS)

On this 14th day of October 1926, before me Emma R. Hick, a Notary Public in and for said County and State, personally appeared F. C. Lynch, 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, February 14, 1929.
Emma R. Hick
Notary Public

STATE OF IDAHO)
) ss
COUNTY OF TWIN FALLS)

On this 14th day of October, 1926, before me, _____ a Notary Public in and for Twin Falls County, State of Idaho, personally appeared _____

A. M. Hayne and _____ 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 14th day of October 1926.

My commission expires, February 14, 1929.
Emma R. Hick
Notary Public

[Vertical stamps and signatures on the right side of the page, including "NOTARY PUBLIC" and "EMMA R. HICK"]