

CONTRACT 291

L.A. Snyder

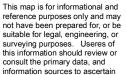
Legal Description: **SESE**

Section 15 Township 10 South Range 17 East









Created: 8/2016

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AGREEMENT

DRAINAGE BY COOPERATION

THIS AGREEMENT, made this 15, day of August

1927, by and between L.A. Snyder

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: 6, acres in the S.F.S.E section 15-10-17 is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprising 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, inconsideration 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. Thay 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 escavate 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 a bound hereby.	ssigns of the parties hereto are
	IN WITNESS WHEREOF, the first second party has caused the same tassistant Secretary.	
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		TWIN FALLS CANAL COL
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	STATE OF IDARO COUNTY OF TWIN FAILS	By hurt from they
1	TO SEE SECTION AS A SECTION AS	April
1	on this 15 % day of A Notary and State personally appeared Charles	Fablic in and for said County
	Derson whose name is subscribed to	The Within instrument as the
	Assistant Secretary of the Twin Fa	Ils Canal Company, and acknow-
١	Company thereto as principal, and	his own name as Assistant Secretar
	IN WITNESS WHEREOF, I have the my official seal on the day and ye	ereunto set my hand and affixed ar in this certificate above writt
	My commission expires.	
	J committee tott on parton .	
	12-21, 1928.	L. H. Pernine
	12-21, 1928.	L. H. Perrine Notary Public
	/2-2/ , 1928 . STATE OF IDAHO } SS	L. H. Cerrine Notary Public
	/2 2/ , 1928 . STATE OF IDAHO COUNTY OF TWIN FALLS } ss	
	/2 2/ , 1928 . STATE OF IDAHO COUNTY OF TWIN FALLS } ss	
	12-21, 1928. STATE OF IDAHO COUNTY OF TWIN FALLS On this 15th, day of Aug. L. H. Lerrine, A Notary F	ublic in and for Twin Falls County
	12-21, 1928. STATE OF IDAHO COUNTY OF TWIN FALLS On this 15th, day of Aug. H. Terrine, A Notary F State of Idaho, personally appears	ublic in and for Twin Falls County d. A. Snyder
The state of the s	STATE OF IDAHO COUNTY OF TWIN FALLS On this 15th, day of Aug. H. Lewing, A Notary F State of Idaho, personally appears and being the first part, to the	ublic in and for Twin Falls County dand above and foregoing instrument
	12-21, 1928. STATE OF IDAHO COUNTY OF TWIN FALLS On this 15th, day of Aug. H. Terrine, A Notary F State of Idaho, personally appears	ublic in and for Twin Falls County d L. A. Snyder above and foregoing instrument subscribed the same as said first
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