

CONTRACT 293 First National Bank of Payette

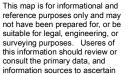
Legal Description: N1/2SESW

Section 15 Township 10 South Range 17 East









Created: 8/2016

STATE OF IDAHO Obenty of Twin Falls Hereby certify that this instrument tied for record at request al. o'clock a M. this 76 day of Sept A. D. 1827 in my office and duly recorded in book. Ex-Officio Recorder. 1 40 Pd Deputy.

ACREEMENT seions of the parties hereto

DRAINAGE BY COOPERATION

THIS AGREEMENT, made this 21st , day of September.

19 27 , by and between First National Bank of Payette, Trustee,

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:twenty , acres in the Sec. 15, Two.10 S.R. 17 E. B. M. is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprizing 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-

- (1) That the Company may at its option and under the director 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 p otect 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 , and drill such drainage wells as the Company believes necessary, and excavage 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.

residing at Payatte, Idaho.

-1-

-2-

(8) That the successors and assigns of the parties hereto are bound hereby. caused these presents to be executed by its Vice-President
IN WITNESS WHEREOF, the first party has retrieved and the
second party has caused the same to be executed by the hand of
its Assistant Secretary.

First National Bank of Payette, oughanous occ and the still TWIN FALLS CANAL CO. STATE OF IDAHO FR 101 COUNTY OF TWIN FALLS Lering the second by appeared Cost. Brown, known to me to be the person shope some in subscribed to the within instrument as the assistant becretary of the twin Fails 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 WITHESS SHEREOF I have therebyto set by hand and affixed my official seal in the day and year in this certificate above written. My commission expires, , 1928 12-21

State of Idaho,)ss.
County of Payette.)

On this 21st day of September, 1927, before me, A. L. Freehafer, a Notary Public in and for the State of Idaho, personally appeared W. A. Coughanour, known to me to be the Vice President of First National Bank of Payette, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above

written. My Commission

expires apr. 11, 1929.

Notary Public for Idaho, residing at Payette, Idaho.

