



**CONTRACT  
293  
First National  
Bank  
of Payette**

Legal Description:  
N1/2SESW

Section 15  
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.



# 293

Deed Agreement

200917

25  
First Natl Bk Fayette  
To J. J. Canal Co.

STATE OF IDAHO  
County of Twin Falls

I hereby certify that this instrument  
filed for record at request of  
J. J. Canal Co  
at 35 minutes past 11  
o'clock a M., this 26  
day of Sept A. D. 1927 in my  
office and duly recorded in book 10  
of 60 B at  
page 109

Harry Parsons  
Ex-Officio Recorder.

Fees \$ 1.40 pd Deputy.

Return to:  
Twin Falls Canal Co  
at City

James F. [unclear]



N3 S2 E30-45-20

A G R E E M E N T

DRAINAGE BY COOPERATION

THIS AGREEMENT, made this 21st, day of September, 1927, 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 N 1/2, SE 1/4 SW 1/4 of Sec. 15, Twp. 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, 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, in consideration 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. 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 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 excavate 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 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 ~~set~~ and the second party has caused the same to be executed by the hand of its Assistant Secretary. First National Bank of Payette, Trustee.

~~attest~~ Secretary

By W. A. Coughanour Vice Pres.

TWIN FALLS CANAL CO.

By Trustee

STATE OF IDAHO

COUNTY OF TWIN FALLS

ss

On this 2<sup>nd</sup> day of Sept. 1927 before me L. H. Perrine, a Notary Public in and for said County and State, personally appeared Chas. H. Brown, 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 in the day and year in this certificate above written.

My commission expires,

12-21, 1928

L. H. Perrine  
Notary Public

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

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.

A. L. Freehafer  
Notary Public for Idaho,  
residing at Payette, Idaho.

W. D. GILLIS  
 20 A. N<sup>1</sup>/<sub>2</sub>-NE-SW.  
 FILER IDAHO  
 CONTRACT # 289

20 A S<sup>1</sup>/<sub>2</sub> NE-SW

M. L. BEATH  
 CONTRACT # 294

FIRST NATIONAL BANK of PAYETTE  
 20 A. N<sup>1</sup>/<sub>2</sub>-SE SW  
 CONTRACT # 293  
 OLD CONTRACT # 93

3.5 A

15 A.

5 A.

F. D. WAGENER  
 SE, SE, SW. 15-10-15  
 CONTRACT # 281

W. B. HOAG  
 TWIN FALLS  
 SW, SW, SE. 15-10-17  
 CONTRACT # 280

15" CLAY TILE

N. 2° 15' W.

11+98 M.H.

14+43

14+70 M.H.

N. 2° 15' W.

17+72 M.H.

N. 17° 04' W.

21+12

21+60 M.H.

Work of 1928

24+57 M.H.

15" CLAY TILE

N. 4° 09' W.

29+00 M.H.

12"

30+90

31+16  
 31+43  
 31+52 M.H.

N. 69° 59' W.

12" CONCRETE TILE

LAT. #

15'  
 1/4 Cor. 22

600'

LEGEND  
 ○ WELLS  
 ○ WELLS ON OLD DRAINS  
 — TILL DRAINS  
 □ MANHOLE  
 = = = OPEN DRAINS  
 SCALE. 1" = 200'