

## **CONTRACT** 294

M.L. Beath

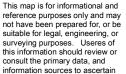
Legal Description: S1/2SE

Section 15 Township 10 South Range 17 East









Created: 8/2016

CHATE OF IDAHO Connig of Twin Falls I hereby certify that this instrument filed for record at request of. Ex Officio Recorder.

## AGREEMENT DRAINAGE BY COOPERATION THIS AGREEMENT, made this 23 m , day of Sept. 1927 , by and between M.L.Beath 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 Sh.SEM.NEM.SWM. The second 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 Twin Falls, 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.

THIS AGREEMENT, made this 23 m , day of Sept.

1927 , by and between

M.L. Beath

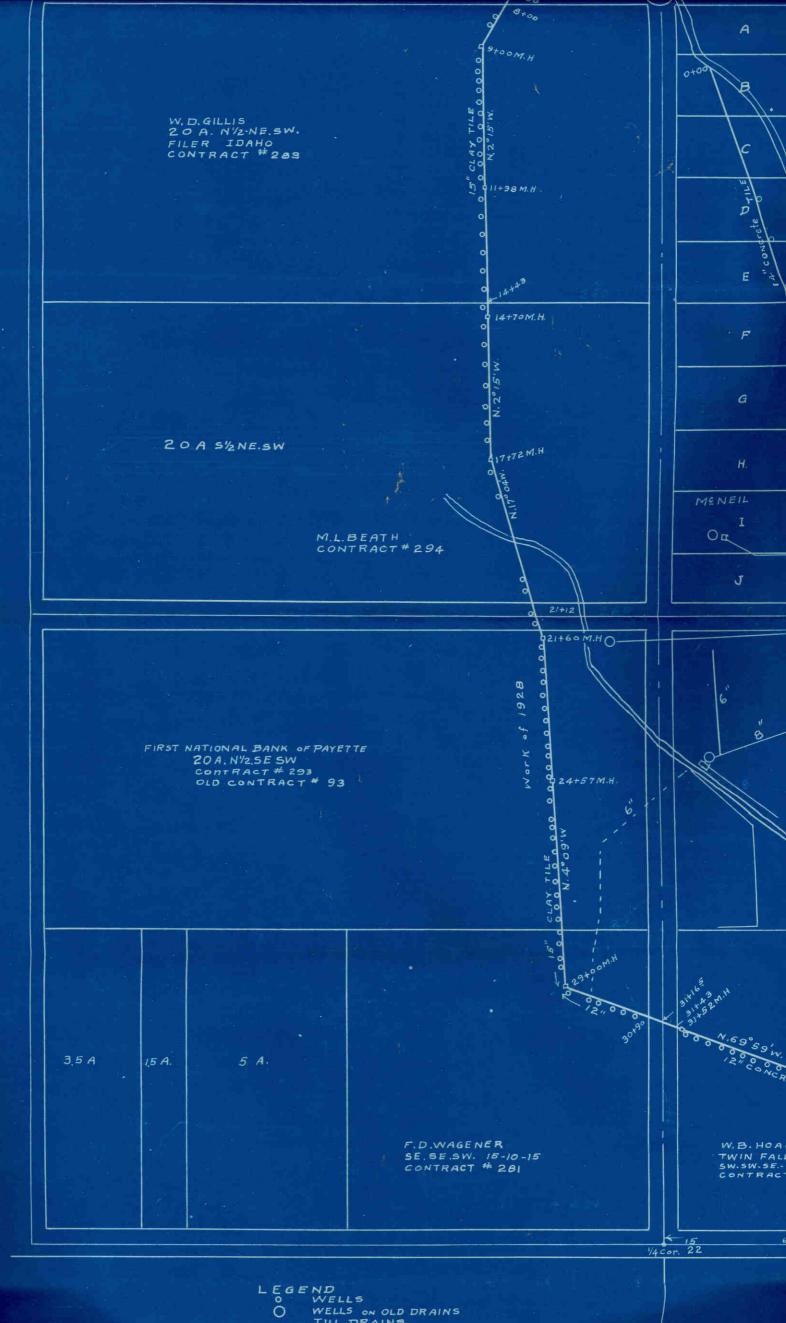
## DRAINAGE BY COOPERATION

## AGREEMENT

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(8) That the successors and assigns of the parties hereto are bound hereby.

IN WITNESS WHEREOF, the first second party has caused the same its Assistant Secretary.	to be executed by the hand of
Ву	By M.L. Beath
Ву	By
	TWIN FALLS CANAL CO.
STATE OF IDAHO () ) ss	By hunt Brown day
COUNTY OF TWIN FALLS )	
Secretary.	bed to the within instrument as win Falls Canal Company, and ribed the name of the Twin Falls al, and his own name as Assistant thereunto set my hand and affixed year in this certificate above
	1 1 1 7
12-21, 1928.	J. J. Jerrine
12-2( , 1928 .  STATE OF IDAHO ) ss  COUNTY OF TWIN FALES )	Notary Public.
STATE OF IDAHO ) ss	
STATE OF IDAHO  COUNTY OF TWIN FALDS  On this 23 , day of Sep L.H.Perrine  A Notary  County, State of Idaho, personal	A., 1927 before me, Public in and for Twin Falls ly appeared M.L.Beath and  above and foregoing instrument, o subscribed the same as said
STATE OF IDAHO  COUNTY OF TWIN FALDS  On this 23 , day of Sep L.H.Perrine, A Notary County, State of Idaho, personal and  being the first party, to the known to me to be the persons wh first party; and duly acknow the same.	A., 1927 before me, Public in and for Twin Falls ly appeared M.L.Beath and  above and foregoing instrument, o subscribed the same as said
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LEGEND
O WELLS
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TILL DRAINS
O MANHOLE
O MANHOLE