



CONTRACT
No. 377

Donald MacKay

Legal Description:
SE1/4NE1/4

Section 13
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.

Created: 8/2016

Drainage Agreement ³⁷⁷

301290

SE 78:13-9-15

Ronald
Thaw Kay
to
Twin Falls Canal
Co.

STATE OF IDAHO }
County of Twin Falls } ss.

I hereby certify that this instrument
filed for record at the request of

Twin Falls Canal

10-17 o'clock AM this JUN 9 1939

in my office and duly recorded in book

13 of C. A. + B's page 205

Walter G. Musgrave

Ex-Officio Recorder

J. A. Parsons

Deputy

Fee \$ 1.60

Return to

Twin Falls Canal
Twin Falls, Ida

D R A I N A G E A G R E E M E N T

THIS AGREEMENT, made this 15th, day of May
1939, by and between

Donald Mac Kay and Mary Mackay his Wife

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: _____, acres in the SE 1/4 of the NE 1/4, Section 13, T. 9 S. R. 15 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, tunnel, 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) In backfilling trenches that have been excavated, the Company will make a reasonable effort to replace the material excavated, but shall not be required to remove any rock from the land which may be left on the surface of the ground after the trenches have been filled.
- (5) 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.
- (6) That should a flow of water be obtained by reason of said wells, drains, or tunnels, 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.

(7) 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 President.

By _____ By Donald MacKay
By _____ By Mary MacKay
TWIN FALLS CANAL COMPANY
By John M Thomas

STATE OF IDAHO)
COUNTY OF TWIN FALLS)

On this 6, day of June, 1939 before me Emma R. Stick, a Notary Public in and for said county and State, personally appeared John M. Thomas known to me to be the person whose name is subscribed to the within instrument as the President 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 President.

IN WITNESS WHEREOF, I have thereunto set my hand and affixed my official seal on the day and year in this certificate above written.

My commission expires, 2/15, 1941 Emma R. Stick
Notary Public

STATE OF Idaho)
COUNTY OF Twin Falls) ss

On this 15, day of May, 1939 before me, L.H. Perrine, a Notary Public in and for Idaho county State of Twin Falls, personally appeared Donald MacKay and Mary MacKay his wife being the first parties, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first parties; and duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th day of May 1939.

My commission expires, _____, 19____ L.H. Perrine
Notary Public