



**CONTRACT  
397**

**A.P. Murray**

Legal Description:  
N1/2NW

Section 33  
Township 11 South  
Range 18 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.



# 397

326155

Agreement

A P Murray

+  
A P Murray Jr  
to

Twin Falls Canal  
Co

7 1/2 MW

33-11-18

STATE OF IDAHO )  
County of Twin Falls ) ss.

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

Twin Falls Canal Co

2:30 o'clock PM this APR 28 1942

in my office and duly recorded in book  
12 of CA + B's page 553

Walter B. Morrison

Ex-Officio Recorder

Nancy Holmes

Deputy

Fee \$ 1.40

Recorded at

above - city



D R A I N A G E   A G R E E M E N T

THIS AGREEMENT, made this 22 day of April 1942  
by and between A. P. Murray and Enga A. Murray;  
and A. P. Murray Jr. and Mary L. Murray; husbands and Wives.  
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 North 1/2 of the NW 1/4 Sec.

33 T11SR, 18 EBM; is at present being threatened by seep-  
age and whereas, the Company 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 direc-  
tion 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 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 the the second party has caused the same to be executed by the hand of its President.

By C. P. Murray Jr. By A. P. Murray ss  
By Mary L. Murray By Enga A. Murray

TWIN FALLS CANAL COMPANY

~~By John M. Thomas~~

By John M. Thomas

STATE OF IDAHO }  
COUNTY OF TWIN FALLS }

On this 28, day of April, 1942 before me Emma R. Shick 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,

April Feb

, 1944

Emma R. Shick  
Notary Public

STATE OF Idaho }  
COUNTY Twin Falls } ss

On this 22 day of April, 1942 before me, L. A. Perrine, a Notary Public in and for

county, state of Idaho, personally appeared

A. P. Murray Sr. Enga A. Murray; A. P. Murray Jr. and Mary L. Murray

being the first parties, to the above and foregoing instrument, known to me to be the person 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 22rd. day of April 1942.

My commission expires,

12-21

, 1944

L. A. Perrine  
Notary public