



CONTRACT
No. 415

J.A. Luntney

Legal Description:
NE1/4SW1/4

Section 26
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.

415

360276

Drainage Agreement

J A Luntz

NE SW: 26-9-15

To

Twin Falls Canal Company

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.

2:17 o'clock P.M. this **MAY 9 - 1946**

in my office and duly recorded in book

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C. A. BULLES

Ex-Officio Recorder

Irene Linema

Deputy

Fee \$ 1.60

Return to

Twin Falls Canal Co.

DRAINAGE AGREEMENT

THIS AGREEMENT, made this 11th day of Feb., 1946 by and between J. A. Luntley & Lillian Luntley, Husband & 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 NE¹/₄ Southwest Quarter (SW¹/₄) of Section 26, Township 9, South Range 15, E.B.M.

Twin Falls County, State of Idaho, 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 this 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, tunnels, drain tiles, well, 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 hereinbefore 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 the land in question, nor does the Company in any way admit or acknowledge a liability on account of said seepage 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 well, drains, or tunnels, the same shall be subject to beneficial use by the Company and the owners will, and do, hereby grant to the Company, without charge to it, an easement and right-of-way for a ditch or ditches or water-ways, the location to be designated by the Company when required, over the land above described, necessary to convey such waters and/or other waters developed by the Company on adjacent lands, which have benefited the seepage condition above referred to, to the place or places desired by the Company in order to utilize or dispose of said waters.
- (7) That the successors and assigns of the parties hereto are bound hereby.

IN WITNESS WHEREOF, the first party has set hand the second party has caused the same to be executed by the hand of its President.

By _____

By John A Luntley

By _____

By Lillian Luntley

TWIN FALLS CANAL COMPANY

By Don Stafford
Its President

STATE OF IDAHO)
) SS
COUNTY OF TWIN FALLS)

On this 30th day of March, 1946 before me
L. H. Perrine a Notary Public in and for said County
and State personally appeared Don Stafford known to me to be the
person whose name is subscribed to the within instrument and acknowledged to
me that he subscribed the same of the Twin Falls Canal Company thereto as
principal, and his own name as President.

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

My commission expires,
_____, 19__.

L. H. Perrine
Notary Public

STATE OF Idaho)
) SS
COUNTY Twin Falls)

On this 11th day of Feb., 1946 before me
L. H. Perrine a Notary Public in and for Twin Falls

County, State of Idaho, personally appeared J. A. Luntley

Lillian Luntley being the first parties, to the above and foregoing
instrument, known to me to be the person who subscribed the same as said
first part; and duly acknowledged to me that _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this

11th day of Feb. 1946.

My commission expires,
_____, 19__.

L. H. Perrine
Notary Public