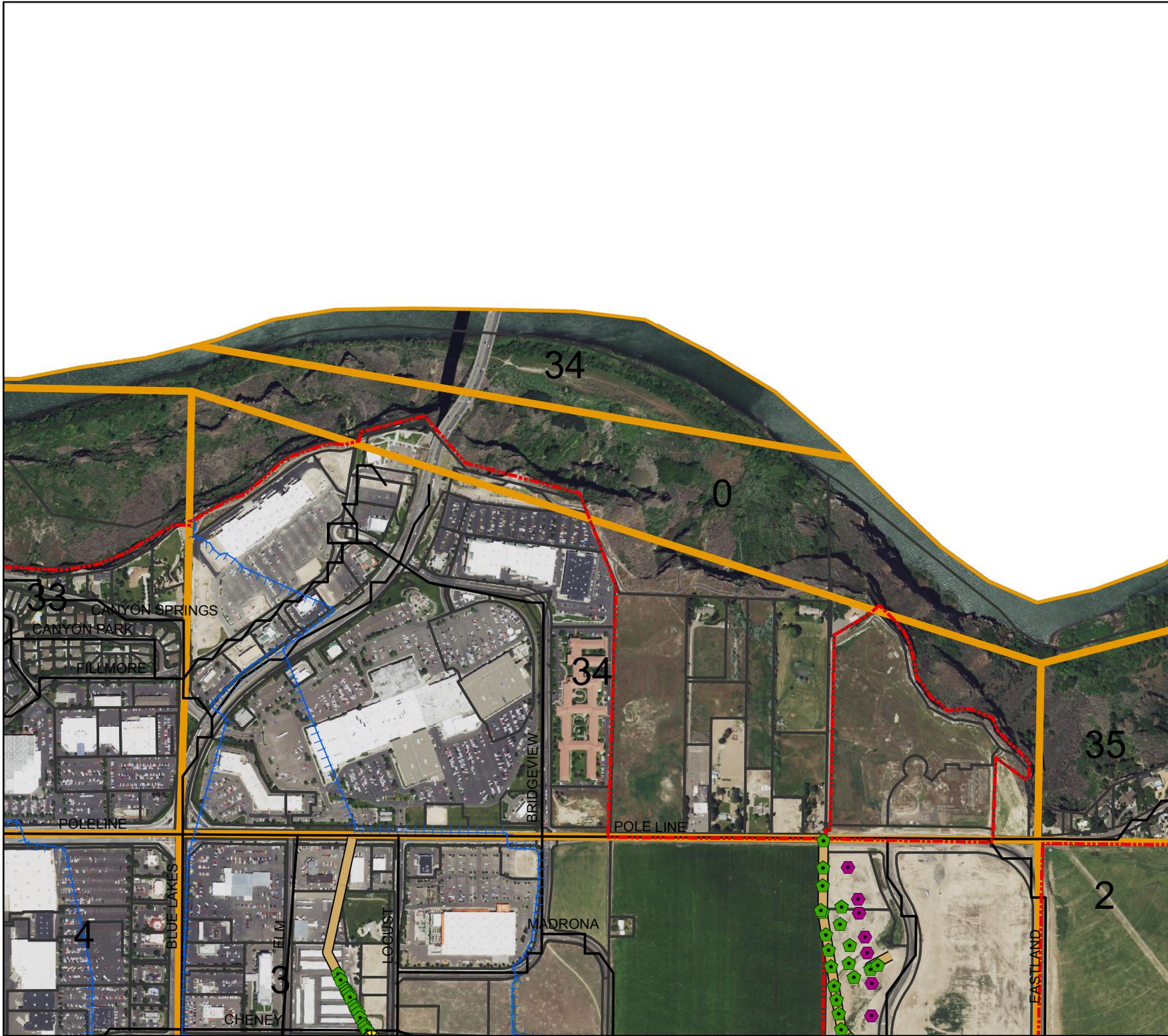


CONTRACT
No. 296

Munn

Legal Description:
Lot 5

Section 34
Township 9 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.

296

MUNN

Lot 5 - 34-9-17

296

201181

Drainage
Agreement

STATE OF IDAHO
COUNTY OF TWIN FALLS

Munn
Twin Falls Canal Co

STATE OF IDAHO
County of Twin Falls

I hereby certify that this instrument
filed for record at request of Twin Falls Canal Co

at 10 minutes past 10
o'clock P. M. this 10
day of Oct, A. D. 1927 in my

office and duly recorded in book 10
of C, A + B

page 72
Harry B. Parsons
Ex-Officio Recorder.

Deputy.
Fees \$ 1.40

Return to:
Twin Falls Canal Co
City

A G R E E M E N T

DRAINAGE BY COOPERATION

THIS AGREEMENT, made this 3rd, day of October
19 27, by and between the first party has set hand and the
P. M. Munn and J. R. Munn be executed by the hand of

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: 15.1, acres in the East 15.1 Acres in Lot 5 Sec. 34-9-17
is at present being threatened by seepage, and
whereas, the owner is about to install a drainage system, com-
prising 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 here-
by agreed:

(1) That the Company may at its option and under the direc-
tion of said General Manager locate the lines upon which said drain-
age 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 reason-
ably 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 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.

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V G H E N E H E M

(8) 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 Assistant Secretary.

By Peter M. Munn By _____

By James R. Munn By _____

TWIN FALLS CANAL CO.

By C. W. Brown

STATE OF IDAHO
COUNTY OF TWIN FALLS

} ss

On this 7th day of Oct., 1927, before me L. H. Perrine, A Notary Public in and for said County and State, personally appeared C. W. 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 thereunto set my hand and affixed my official seal on the day and year in this certificate above written.

My commission expires, 12 - 21, 1928

L. H. Perrine
Notary Public

STATE OF ~~IDAHO~~ Illinois
COUNTY OF ~~TWIN FALLS~~ Cook

} ss

On this 3rd day of October, 1927, before me Louis S. Coeur, a Notary Public in and for Cook County, State of Illinois, personally appeared J. R. Munn

and P. M. Munn and _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of October, 1927.

My commission expires, _____, 19 _____

Louis S. Coeur
Notary Public.

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