

CONTRACT No. 297

Blanche Calloway

Legal Description: S1/2NW1/4

Section 9 Township 10 South Range 14 East









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Created: 8/2016

Blanche Galloway new Country of Twin Sails of dled for most all

AGREEMENT

wont) we DRAINAGE BY t COOPERATIONS waters to the place

THIS AGREEMENT, made this 15th, day of Oct.

Blanche Galloway

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: 40, acres in the 5/2 NW Sec. 9-10-14 E.B.M.

is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprizing 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-

- (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 Buhl, 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 accounts 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

District Tot the State of South at Large. The Language of State of

	or places desired by the Company in order to utilize or dispose of the same.
	(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 Blanche Gaelaway
	Ву
	TWIN FALLS CANAL CO.
1	By Chust Drome, and sey
	STATE OF IDAHO COUNTY OF TWIN FALLS
The same	COUNTY OF TWIN FALLS
	on this of day of December, 1927 before me H. Perrine A. Notary Fublic in and for said County and State, personally appeared C. H. Brown, known to me to be the
	person whose name is subscribed to the wind the Canal Company, and acknowled
N Y	to me that he subscribed the name of the fivin rails canal company thereto as principal, and his own name as Assistant Secretary.
MARKET	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. Herrine
	Florida Notary Public
	STATE OF DADE) ss
	COUNTY OF THIN SAMES
	On this 1 day of November, 1927, before me,
	, a Notary Public in and for Twin Falls County
	State of Idaho, personally appeared Blanche Talloway
	and and
	being the first party, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first party; and duly acknowledged to me that she executed the same.
	IN WITNESS WHEREOF, I have hereunto set my hand and official seal this first, day of november, 1927.
	My commission expires,

Notary Public.

Notary Public for the State of Florida at Large,
My Commission Expires Jan, 11, 1929

Gollaway Drain The tile laid on this job are shown blow. $\frac{12"}{678} - \frac{10''}{377}$ 15" 133' 46 wells were drilled 5 man Holes jan 1930

