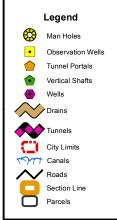


CONTRACT No. 363

Rex Bailey & DeAtley

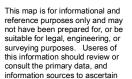
Legal Description: SW1/4NE1/4

Section 14 Township 10 South Range 16 East









Created: 8/2016

363 Rex. R. Bailey STATE OF INATIO 題 County of instrument, of Illinois, personally being the first party, scribed acknowLedged State Rosalia I bore' y certify that this instrument ecember filed for record at the request of of Illinois Jum Jack Cana the and 1 0 1938 Jansen Adams D in my office and duly recorded in book known to me official same as personally ap to me that he executed the same. this commission. WITNESS J Smeth JEx-Officio Recorder ial seal 20 30 to to Notary WHEREOF, I said day Deputy to expires Fee \$ appeared first party, and duly the Return to ре OH Public December the person who subabove June 50th Rex Notary in and foregoing 20 hereunto set and Bailey Public 1939 for Adams County, before me State

DRAINAGE AGREEMENT

THIS AGREEMENT, made this 27/4, day Dec. 1937 , by and between

Rex R. Bailey

Listens ...

Albert S. Bailey B. Noel Bailey Mary Lou DeAtley

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 SW/4 of the NE/4 Section

14.T103.R16EBM 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 lises 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, 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 negritted 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 caission 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 er 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 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.

SWANER 14-10-16

(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 Assistant Secretary. Julideur
By B Moel Beiley . By x Ref R. Daily.
By talbert of Bailey By Mary Low. De atley THE FALLS CANAL COMPANY
By Getter Link.
STATE OF IDAHO)
COUNTY OF TWIN FALLS)
On this, day of, 1938 before me, a Notary Public in and for said County and State, personally appeared 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 ther to as principal, and his own name as Assistant Secretary. 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, Felinary 15, 1941. Motory Public
STATE OF IDAHO) ss COUNTY OF TWIN FALLS)
On this 27th, day of Accembe, 1937 before me, Vary Galow, A Notary Public in and for Twin Falls County, State of Idaho, personally appeared B. Noel Bailey
and albery & Bailey and Mary Low DE attley
being the first part/1/, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first part 4; and duly acknowledged to me that they executed the same.
IN WITNESS W-FATOF, I have hereur to set my hand and official seal this 27th, day of Security, 1337
My commission expires, May 10-1941 Harry & alow Notary Public.
Residuigas Juni Gallosto.