

CONTRACT No. 388

Blanche Calloway

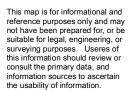
Legal Description: S1/2NW1/4

Section 9 Township 10 South Range 14 East









Created: 8/2016

388 307515 Surveye ago. Blanche Galloway 1/2 new: 9-10-14 Blanche Gallaway Tevin Tallo Canal Co. STATE OF IDAHO County of Twin Falls I hereby certify that this instrument filed for regard of the request of Jum Fallo leanal lea 745 o'clock, ____this_MAR 13 1940 in my office and duly recorded in book 13 not C. a + 8 page 290 Ollusgrave Ex-Officio Recorder Fee \$ 1.40 Return to

DRAINAGE AGREEMENT

this agreement, made this 28th day of Telry, 1940, by and between 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: forty acres in the S\frac{1}{2} NW: Section 9, Township 10 So. Range 14 E.B.M., 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 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, tunneh, 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) 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.

IN WITNESS WHEREOF, the fi second party has caused the sam President.	rst party has set hand and the e to be executed by the hand of its
Ву	By Blanche Galloway
Ву	уВу
STATE OF IDAHO COUNTY OF TWIN FALLS) On this /2 day of Manage of	By John h John as 19 40 before me ry Public in and for said County John M. Thomas known to me subscribed to the within instrument lls Canal Company, and acknowledged me of the Twin Falls Canal Company wn name as President. thereunto set my hand and affixed
my official seal on the day and written. My commission expires,	year in this certificate above Annual Aina Notary Public
Olorida STATE OF MAHO COUNTY OF MIN FALLS On this 28th day of Ole Olonida, a Notary Process State of Heako, personally appearance of the control of the	elig , 19 to before me, I tea; ablic in and for Tyln Falls County, ared Claurele Kareatray
known to me to be the persons who party and duly acknowledged to	above and foregoing instrument, no subscribed the same as said first to me that Ske executed the same bereunto set my hand and official 1966 Notary Public
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(7) That the successors and assigns of the parties hereto are bound hereby.