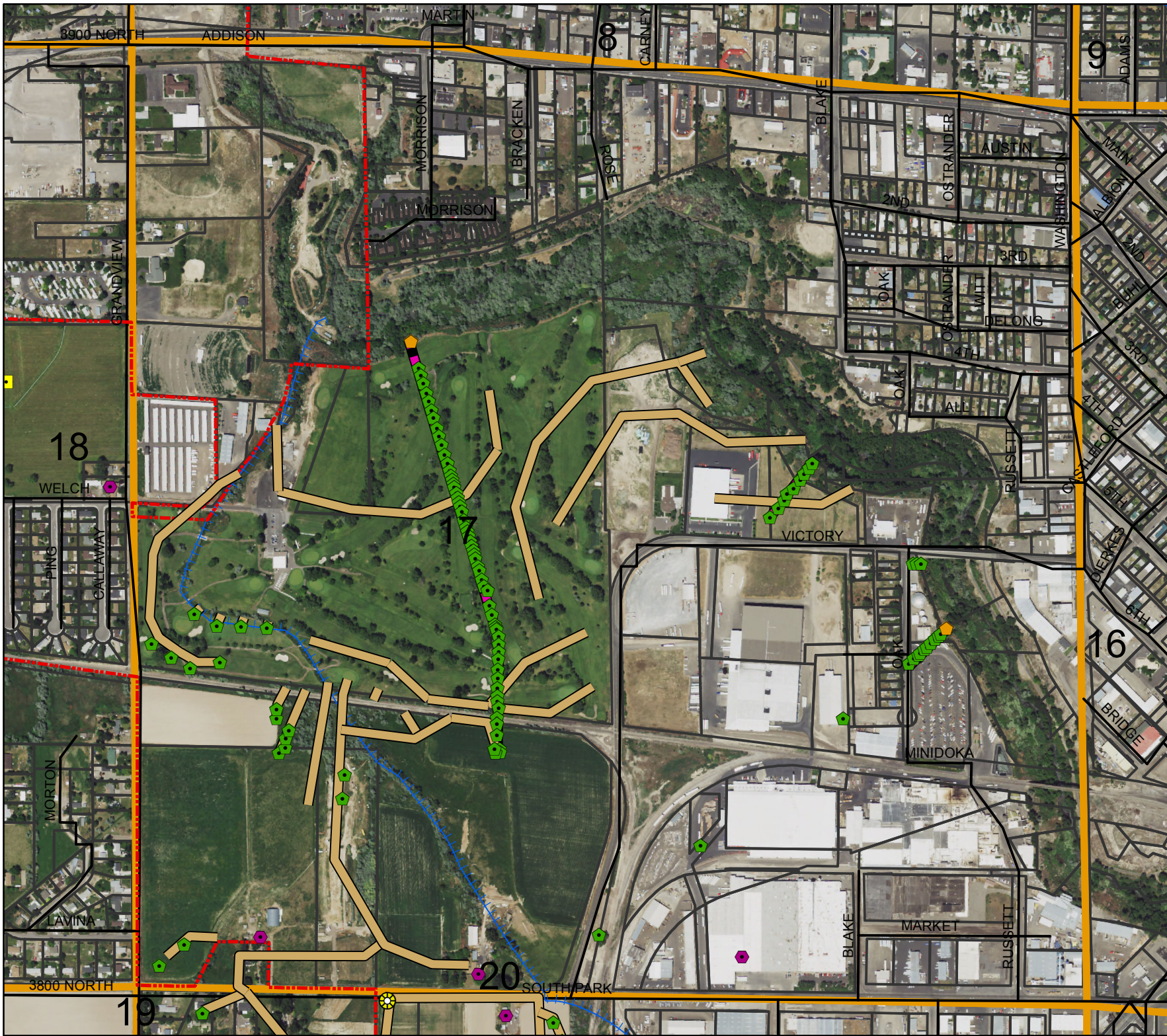


CONTRACT 4

Kimberly Store

Legal Description:
SWNE

Section 17
Township 10 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.

Contract #4
Kimbrey Stone Co.
Sid NC
17-10-17.

Mr. Lyman's report shows that 13⁰⁸ acres
was drained under this contract.

There are about 5 acres in the NW
corner which is wet and should have
some work done on it.

Old Davis.

A G R E E M E N T

This Agreement, made this 10th day of May, 1914, by and between the Twin Falls Canal Company, an Idaho Corporation, and Kimberly Store Co. An Idaho Corporation and his wife, WITNESSETH:

That WHEREAS the following described lands, to-wit: SW⁴NE⁴ Sec. 17 T⁴S. 10. South Range 17 E. B. M.

in Twin Falls County, Idaho, are at present being injured by seepage, and it is to the mutual interest of the parties hereto that the same shall be drained and thereby reclaimed; and whereas the first party, in furtherance of a general policy toward all lands receiving water from the canal system of first party, has or is about to construct certain systems of drainage where seepage has developed; and whereas the second parties, being the owners of the said described lands, are desirous of having their said lands drained and reclaimed by the first party;

Now, therefore, in consideration of the premises and the mutual covenants herein contained, it is hereby agreed as follows, to-wit:

(1) The first party may at its option enter in and on the aforesaid lands, and any and all other lands owned by second parties, for the purpose of constructing said system of drainage, and is hereby authorized to lay pipes or drains in said lands; to open trenches, ditches, and water ways; and to do any and all other things that, in the opinion of the Engineer in charge of said work, may be reasonably necessary for the purpose of carrying out such drainage work.

(2) The work of establishing said drainage shall be done under the direction of an Engineer to be chosen and selected by the Board of Directors of the first party. Such Engineer may be changed from time to time at the option of said Board. The plans and specifications of drainage shall be approved by said Engineer, and the time, manner and method of work shall also be as designated by him, subject to the approval of the Board of Directors of the first party.

(3) The second parties hereby grant to first party a right of way through the above described premises for any and all ditches, trenches, drains, waterways and drainage works used as a part of said system of drainage, or necessary thereto. The easement for the same shall consist of a right to use of the lands actually occupied by said ditches, trenches, drains, waterways or drainage works, with such additional lands as a part of such easement as may be necessary to construct, use, operate, maintain and repair same; and the said first party shall have the right to enter on said premises in a reasonable manner at any time for the purpose of constructing, operating, maintaining or repairing the same, or for establishing new drains.

(4) The second parties also agree that if in the future the first party shall, in the furtherance of its systems of drainage, desire a right of way or easement through the said described premises for the purposes of draining other or different lands, or lands belonging to other or different persons, the second parties, or the owner of the aforesaid described lands, whomsoever he may be, will execute and deliver to first party a proper written grant or conveyance of such right of way or easement, to the same extent and with like burdens as set forth in Section 3 of this agreement, and this too without the first party yielding or paying any compensation for the same whatever.

(5) The cost of installing the said drainage shall in the first instance be borne by the first party, but the second parties agree to reimburse the first party to the extent of \$15.00 per acre for the land drained, the amount of such acreage to be determined by the Engineer in charge of the work.

(6) The second parties agree to pay their proportion of the cost of said drainage system within 30 days after the same has been completed to the satisfaction of the said Engineer, or, in lieu of cash payment, shall execute and deliver to first party their joint and several promissory note for such amount, payable six months after the date thereof, bearing 10 per cent interest, and providing for the payment of reasonable attorney's fees if collection be made by an attorney or by suit, and shall, as security for the payment of such note, execute, acknowledge and deliver to first party, a good and suf-

sidered a mortgage to the extent of such sum so due, and such sum shall be a lien on said land and be immediately subject to foreclosure at the option of the first party.

(7) It is understood that the first party does not in any wise 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 first party, or that it is in any wise responsible for same, or that the first party in any wise admits or acknowledges a liability on account of same, or a liability or responsibility to install the said or any system of drainage, or a right to second parties to damage.

(8) In consideration of the covenants and agreements, above set forth, and the construction of said system of drainage to and for the lands of second party, the second parties, and each of them, hereby waive and release any and all claims for damage against first party on account of said seepage of their said lands.

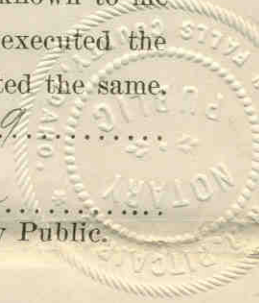
IN WITNESS WHEREOF, the first party has caused the same to be executed by the hand of its secretary and the second parties have set their hands on the day and year first above written.

KIMBERLY STORE CO.
By *W.F. Beckson Secy*
Secretary.
TWIN FALLS CANAL COMPANY.
by *W.O. Taylor Secy*

State of Idaho }
County of Twin Falls } ss.

On this *19* day of *May*, 1914, before me, *R.R. Pitcairn*
a notary public in and for said county and State, personally appeared *W. O. TAYLOR*, known to me to be the secretary of the TWIN FALLS CANAL COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this *19* day of *May*, 1914.
R.R. Pitcairn
Notary Public.



State of Idaho }
County of Twin Falls } ss.

On this *16th* day of *May*, 1914, before me, *W.H. Jarner*
a notary public in and for said county and State, personally appeared *W.F. Beckson Secy*
Kimberly Store Co. and *an Idaho Corporation*, his wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this *16th* day of *May*, 1914.
W.H. Jarner
Notary Public.

