



335145

Arain Agree

# 406

Christ Schlakt

to

Twin Falls Canal

Lot 31 7-10-16

STATE OF IDAHO }  
County of Twin Falls } ss.

I hereby certify that this instrument  
filed for record at the request of \_\_\_\_\_

Twin Falls Canal Co.

1:15 o'clock, PM this 10th day of July 1943

in my office and duly recorded in book

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C. A. BULLES

Ex-Officio Recorder

Margie Bales

Deputy

Fee \$ 1.40

Return to

above

DRAINAGE AGREEMENT

THIS AGREEMENT, made this 13 day of May 1943 by and between

*Christ Schlaht and Karaline Schlaht*  
*his wife*

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 *East 17.14 acres of Lot 3 of section*  
*7, T10S. R. 16 E. B. M.*

Twin Falls County, Twin Falls, Idaho, is at present being threatened by seepage and whereas, the owners <sup>are</sup> ~~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 this 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, tunnels, drain tiles, 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 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 hereinbefore 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 the land in question, nor does the Company in any way admit or acknowledge a liability on account of said seepage, 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 beneficial use by the Company and the owners will, and do, hereby grant to the Company, without charge to it, an easement and right-of-way for a ditch or ditches or water-ways, the location to be designated by the Company when required, over the land above described, necessary to convey such waters and/or other waters developed by the Company on adjacent lands, which have benefited the seepage condition above referred to, to the place or places desired by the Company in order to utilize or dispose of said waters.

(7) That the successors and assigns of the parties hereto are bound hereby,

IN WITNESS WHEREOF, the first party has set hand the second party has caused the same to be executed by the hand of its President.

By \_\_\_\_\_

By Christ Schlaht

By \_\_\_\_\_

By Karoline Schlaht

TWIN FALLS CANAL COMPANY

By N.V. Sharp  
Its President.

STATE OF IDAHO )  
COUNTY OF TWIN FALLS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ before me \_\_\_\_\_

a Notary Public in and for said County and State,

personally appeared N.V. Sharp known to me to be the person \_\_\_\_\_

whose name is subscribed to the within instrument as the President of the Twin Falls Canal Company and acknowledged to me that he subscribed the same of the Twin Falls Canal Company thereto as principal, and his own name as President.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate above written.

My commission expires.

12-21, 1944

Notary Public

STATE OF Idaho )  
COUNTY Twin Falls ) SS

On this 13 day of May, 1943 before me L.H. Perrine

a Notary Public in and for Twin Falls County, State of Idaho,

personally appeared Christ Schlaht and Karoline Schlaht his wife being the first parties, to the above and foregoing instrument, known to me to be the persons 5 who subscribed the same as said first parties; and duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of May 1943.

My commission expires.

12-21 1944

L.H. Perrine  
Notary Public.