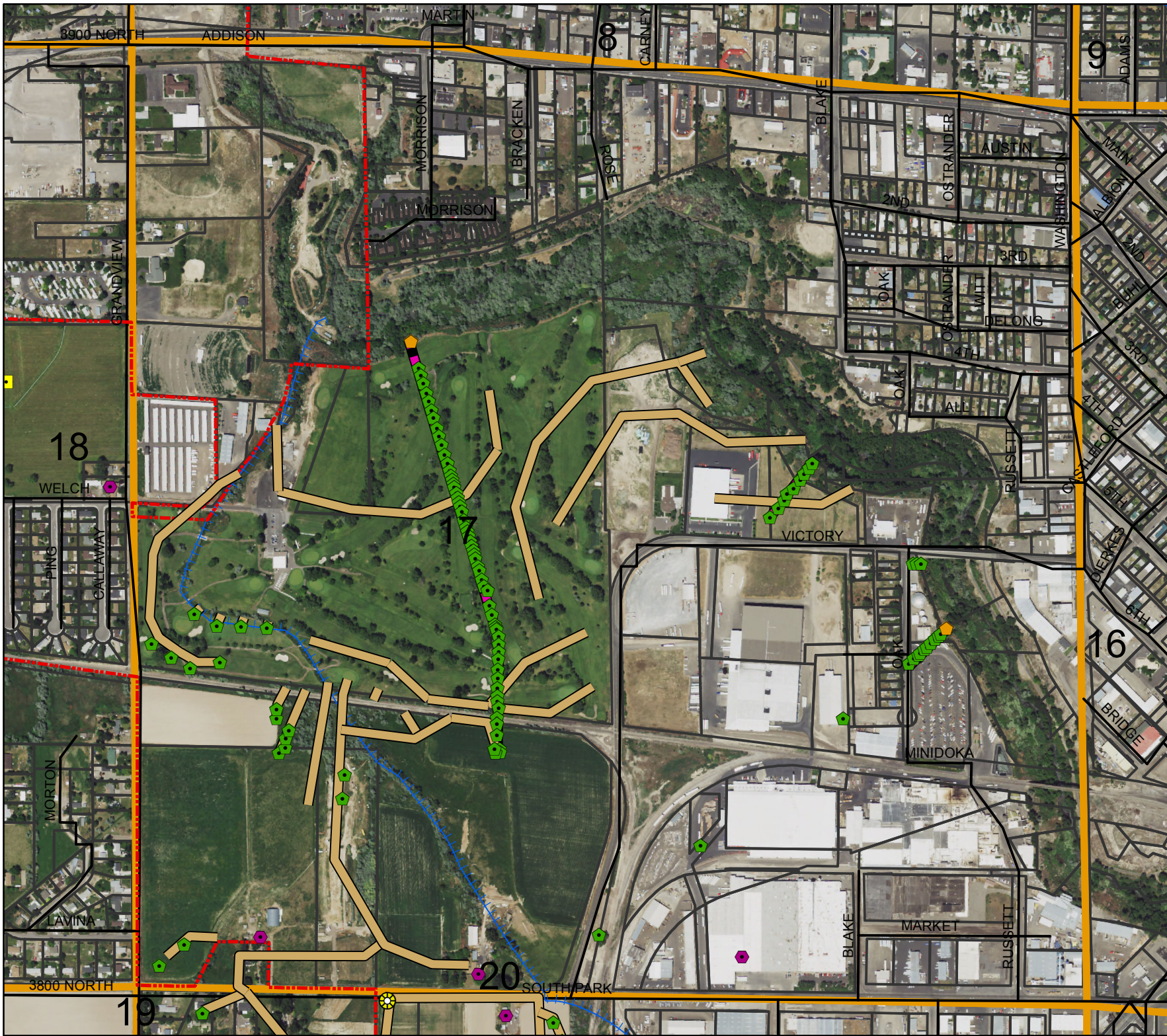


# CONTRACT 417

City of T.F.

Legal Description:  
N1/2SWSENW

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.

Drainage Agreement  
N 1/2 Sec. 1 E 7th

365189

17-10-17

City of Twin Falls

TO

Twin Falls Canal Co

STATE OF IDAHO }  
County of Twin Falls } ss.

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

T F Canal Co

1:26 o'clock, PM this **NOV 1 - 1946**

in my office and duly recorded in book

14 of C A & B page 355

C. A. Buller

Ex-Officio Recorder

Doris Oliver

Deputy

Fee \$ 1.40

Return to

T F Canal Co

TF

Carparall Deal  
Canal Co

D R A I N A G E   A G R E E M E N T

THIS AGREEMENT, made this 26<sup>th</sup> day of Aug, 1946 by and between

The City of Twin Falls

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: Sixty acres in the North one-half ( $N\frac{1}{2}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) lying north of the Railroad Right-of-way and the Southeast Quarter ( $SE\frac{1}{4}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) all in Section Seventeen (17) Township Ten (10) South Range Seventeen (17) East Boise Meridian. Twin Falls County, State of Idaho, is at present being threatened by seepage and whereas, the owner is about to install a drainage sytem, 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 a 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 fron 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 well, 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 banefited 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 Geo A Dawson  
By clerk

BY City of Twin Falls, Idaho  
By Bert G. Sweet  
Mayor

TWIN FALLS CANAL COMPANY  
By Don Stafford  
Its President

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) SS

On This 17<sup>th</sup> day of Sept. 1946 before me

L. H. Perrine a Notary Public in and for said County and State, personally appeared Don Stafford known to me to be the person whose name is subscribed to the within instrument 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, 1948

L. H. Perrine  
Notary Public

STATE OF Idaho )  
COUNTY Twin Falls ) SS

On this 26<sup>th</sup> day of August 1946, before me the undersigned a Notary Public in and for Twin Falls County, State of Idaho, personally appeared Bert A.

Avent being the first party, to the above and foregoing instrument, known to me to be ~~the mayor of the city that~~ subscribed the same as said first party,; and duly acknowledged to me that ~~they~~ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this

28<sup>th</sup> day of August 1946.

My Commission expires,  
Aug. 26 1946.

J. H. Blandford  
Notary Public.