



**CONTRACT
No. 439**

**R. Leslie
Williamson**

Legal Description:
NE1/4 NE1/4

Section 11
Township 10 South
Range 14 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.

470905

Lessie Williamson
to
Twin Falls Canal Co.

7878-11-10-14

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.

10:34 clock, am this MAR 7 1914

in my office and duly recorded in book

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T. W. STIVERS

Ex-Officio Recorder

Christ Robinson

Deputy

Fee \$ 1.50

Return to

T. F. Canal Co

Box 868

DRAINAGE AGREEMENT

THIS AGREEMENT, made this 1 day of Feb., 1958, by and between
R. LESLIE WILLIAMSON
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 NORTHEAST QUARTER NORTHEAST QUARTER (NE $\frac{1}{4}$ NE $\frac{1}{4}$) Section
11-10-14 is as present being threatened by seepage, and whereas,
the owner is about to install a drainage system, comprising ditches, tile,
drains, and drainage wells on and near said land under the direction of the Compa
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,
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 depened upon these works for drainage
shall have the right to enter on these lands to join to, reconstruct and repair
to 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 be excavated, the Company will
make a reasonable effort to r eplace 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 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.

(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.

By _____

By R. Leslie Williamson

By _____

By _____

TWIN FALLS CANAL COMPANY

By Lowell H. Wilson

STATE OF IDAHO)
) SS
COUNTY OF TWIN FALLS)

On this 24 day of Feb. 1958, before me Marguerite G.

Conant a Notary Public in and for said County and State, personally appeared Lowell H. Wilson 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 there to as principal, and his own name as Assistant Secretary.

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,

Nov. 1 1958.

Marguerite G. Conant
Notary Public

STATE OF IDAHO)
) SS
COUNTY OF TWIN FALLS)

On this 1 day of Feb 1958, before me Marguerite G. Conant

_____ a Notary Public in and for Twin Falls County, State of Idaho, personally appeared R. Leslie Williamson

being the first party, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first party; and duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1 day of Feb. 1958.

My Commission expires,

Nov. 1 1958

Marguerite G. Conant
NOTARY PUBLIC