

CONTRACT 440

Luis Larragan

Legal Description: SESW

Section 01 Township 10 South Range 14 East









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Created: 8/2016

DRADNAGE CONTRACT 678366. REVERSE TWIN FALLS CO. IDAHO
I HEREBY CERTIFY THIS INSTRUMENT FILED FOR REGORD AT THE
REQUEST OF APP PAGE H BOOKe ANGASTE RECORDS REFURN SW: SE 1-10-1

DRAINAGE AGREEMENT

THIS AGREEMENT, made this 1 day of March, 1974, by and between Luis Larragan

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 Pt. SEZ SWZ in Sec. 1-10-14

is at 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 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 depend upon these works for drainage shall have the right to enter on these lands to join to, reconstruct and repair to maintain these drains.
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 (2) That no willows orxpeplaratrees 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 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 cuased the same to be executed by the hand of its Assistant Secretary.
By Lauch Langan By By Blanch & Jungan By
TWIN FALES CANAL COMPANY
By Solurt L. Clay Assistant Secretary
STATE OF IDAHO) COUNTY OF TWIN FALLS)
On this 17 day of Feb., 19 75, before me Marquerite
State, personally appeared Robert Clay 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 affixed my official seal on the day and year in this certificate above writter
My Commission expires,
Nov. 1 1976. Marguerite Conunt NOTARY PUBLIC
STATE OF IDAHO) COUNTY OF TWIN FALLS)
On this 17 day of Feb., 19 75 before me Marguerite
Conant a Notary Public in and for Twin Falls County, State of Idaho, personally appeared
Blanche B. Larragan
being the first part igs 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 _they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17 day of Feb. ,19 75
My Commission expires,
19. Marquente Consut
O NOTARY PUBLIC