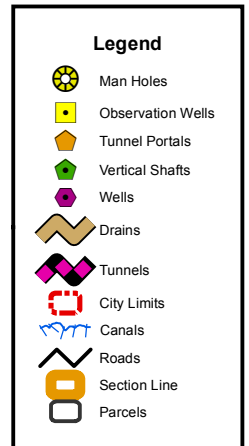


CONTRACT  
No. 466

E.M. Wall

Legal Description:  
S1/2SW1/4

Section 29  
Township 10 South  
Range 14 East



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.

Created: 8/2016

Drainage Agreement 466  
585879

29-10-14

E M Wall

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 .....

Twin Falls Canal Co

9:30 o'clock am this FEB 23 1958

in my office and duly recorded in book

18 of C, A + B page 228

H. A. LANCASTER

Ex Officio Recorder

Cheryl [Signature]

Deputy

Fee \$ 2.<sup>10</sup>

Return to

Box 326

J



DRAINAGE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between E. M. Wall and Ethel Wall

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 South-Half South West Quarter (S $\frac{1}{2}$  SW $\frac{1}{2}$  29-10-14 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 land to join to, reconstruct and repair to maintain these drains.

(2) That no willows or any trees 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 there-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.

