

CONTRACT No. 256

B.H. Metzler

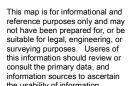
Legal Description: SW1/4SW1/4

Section 26 Township 9 South Range 14 East









Created: 8/2016

56 Agreement. BLE HILLSH TESTSTEEDS T Metzler 100 omen uno eld bun CLIDEG ROBCER se in incider. 100 that this implement SCOROTELLA Dene M TO BB cherero 98 edate Derson DEST

whereas, the following described land belonging to the owner towit: /O, acres in the SWSW Sec 26 -9-14

whereas, the owner is about to install a drainage system, comprizing ditches, tile, drains, and drainage wells on and near said land under the direction of the Company's General Manager in an affort to determine the effect of such works in draining said lands 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 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 the breaking into the tile by surface waters or from any other cause.
- (5) That the owner shall excavate the trenches, deliver and lay the tile, join the wells thereto, cover the joints of the tile with sand, fill and properly puddle the trench all under the direction of the Company's General Manager.
- (5) That the Company shall pay to the owner the sum of 27¢
- (6) That this contract is made for cooperation and division of expense only. That the Company does not in any wise admit or acknowledge that the seepage herein-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 wise 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, or the right of the owner to damage.
- (7) 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 ditches or water

AGREEMENT, DRAINAGE BY COOPERATION, Continued.

(7. Cont'd) ways necessary to convey such waters to the place or places desired by the Company in order to utilize or dispose of the same.

(8) 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 BH metals
the state of the s
TWIN FALLS CANAL COMPANY.
En TI
STATE OF IDAHO & 12 BY J.C. Lynch assistant Secretar
10/2 4 9 47 1800
COUNTY OF THIN FALLS
on this 5th, day of Deptember, 1975; before me,
enumed Wick a Notary Public in and con and
to be the person whose name is subscribed to known to me
and and and and decreased of the Twin hall a feet of the
Canal Company thereto as principal and his own name of the Twin Falls
Secretary.
IN WITNESS WE EREOF, I have hereunto set my hand and affixed
my official seal on the day and year in this certificate above written.
My commission expires.
My commission expires, 19 2. Notary Public.
Teleg 12 th Notary Public.
STATE OF IDAHO )
COUNTY OF TWIN FALLS ) SS.
On this 28th day of August, 1925, before me,
V (S. V) V (OV a Notage Dablic in and a man
County, State of Idaho, personally appeared 3 Whetales
and
come to me to be the persons who subscribed the same as said
first part; and duly acknowledged to me that executed
seal this 28th, day of weget, 1926
Iv commission evnives
A CONTRACTOR ON PILLOS,
may 10 . 1927.

Notary Public.