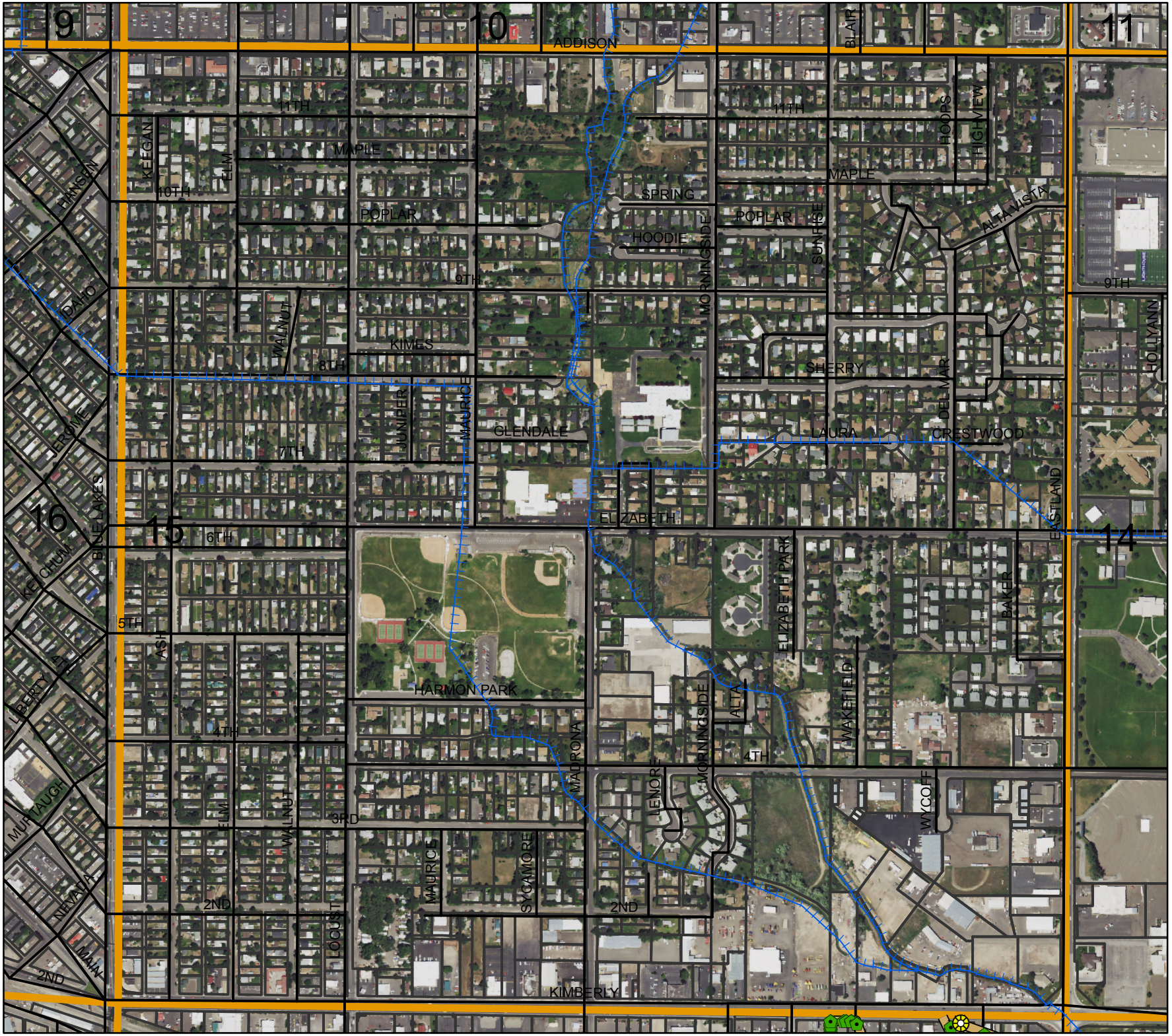

CONTRACT 283

W. D. Gillis

Legal Description:
N1/2NESW

Section 15
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. Useres of this information should review or consult the primary data, and information sources to ascertain the usability of information.

Created: 8/2016

Agreement

197425

283

W D Gillis

T F Canal Co.

STATE OF IDAHO }
County of Twin Falls } ss

I hereby certify that this instrument
filed for record at request of
C. H. Brown
at 45 minutes past 9
o'clock A M., this 9
day of May A. D, 19 7 in my
office and duly recorded in book 10
of C & B 73 at
page 63

Harry C Parsons
Ex-Officio Recorder.

Deputy.

Fees $ 1 40 pd

Return to:
Twin Falls Canal Co
City

A G R E E M E N T

DRAINAGE BY COOPERATION

THIS AGREEMENT, made this 30th, day of April, 1927, by and between W. D. Gillis Filer, Idaho

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 N½, NE¼, SW¼ Section 15 T. 10 S. R. 17 E. B.M., is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprizing 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 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.

(4) That the owner shall deliver gravel and the tile, fill and properly puddle the trench all under the direction of the Company's General Manager.

(5) That the Company shall furnish tile and gravel at the Company's yards at Twin Falls, and drill such drainage wells as the Company believes necessary and excavate the trenches.

(6) That this contract is made for cooperation and division of expense only. 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.

(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 a ditch or water

(7Con.) 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 _____ By N. D. Gillis

By _____ By _____

TWIN FALLS CANAL CO.

By Chas H Brown
Asst Secy

STATE OF IDAHO)
) ss
COUNTY OF TWIN FALLS)

On this 30th, day of April, 1927 before me L. H. Perrine, a Notary Public, in and for said County and State, personally appeared Chas H Brown, knownt 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 thereto as principal, and his own name as Assistant Secretary.

IN WITNESS WHEREOF, I have thereunto set my hand and affixed my official seal on the day and year in this certificate above written.

My commission expires,

12-21, 1928.

L. H. Perrine
Notary Public

STATE OF IDAHO)
) ss
COUNTY OF TWIN FALLS)

On this 30th, day of April, 1927, before me, L. H. Perrine, A Notary Public in and for Twin Falls County, State of Idaho, personally appeared N. D. Gillis ~~and~~ _____ ~~and~~ _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th, day of April, 1927.

My commission expires,

12-21, 1928.

L. H. Perrine
Notary Public.

Recorded at request of Twin Falls Canal Co. April 30 1927 at 3:00 P.M. Fee $1.00 Book 3 of Deeds page 1 Geo. E. Hall Recorder

Filed #3853