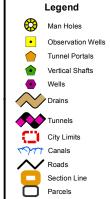


CONTRACT No. 312

C. A. Wing

Legal Description: SW1/4SE1/4

Section 22 Township 9 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. Useres of this information should review or consult the primary data, and information sources to ascertain the usability of information.

Created: 8/2016

STATE OF IDAHO) County of Twir Falls Ithereby certify that this herrores nothing done

3/7/29

LAGO.

DRAINAGE

AGREMENT

DRAINAGE BY COOPERATION

THIS AGREEMENT, made this 18, day of april

1928 by and between

CA Wing

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".

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.
- 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 Dubl, 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

seal this 18 th . day of __Could_ , 19 28 .

ly commission expires,

(7)(Con) 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.

Ву	Byleha	D. a. Win	el
Ву	By a	Cor C	15
COUNTY OF PAIN TALLS On this the county and state, person whose as the Assistant Secre acknowledged to me that Canal Company thereto Secretary.	day of Chail A notary tublic chame is subscribtary of the Twin the subscribed to	ed to the within Falls Canal Compa	to me instrument my, and
IN WITNESS WHEREO my official seal on the written.	F, I have thereun e day and year in	to set my hand an this certificate	d affixed above
My commission expires.			
February 20,	1929.	Thotary Pu	Hick Die
COUNTY OF TWIN FALLS On this 18 th,	ss	1928, before me	
Chemina S. Wick,	A Notary Public in	and for Twin Fa	alls County
State of Idaho, persons	ally appeared C	has a Wis	19
ar	nd.	and	1
being the first part 4	to the above and	foregoing instru	ument,
known to me to be the p	ersons who subser	ibed the same as	said
first part; and dul	y acknowledged to	me that he exec	nted.
in witness whereof this 18th, day	of April,	set my hand and 19 28.	official
ly commission expires,			
Felinary 20 th.	19 28.		
,		Notary Public	Thick