

CONTRACT No. 365

Nels Larson

Legal Description: W1/2SW1/4

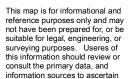
Section 20 Township 9 South Range 14 East

Legend









Created: 8/2016

Dr. agv. 365 290308 nels Larson Juin Falls Const Co 20-9-14 STATE OF IDAHO 155 County of Twin Falls) I hereby certify that this instrument filed for record at the request of him talls Council Co 3:050'clock Mthis tel 16-1938 in my office and duly recorded in book 13 of CA+13, page 30 Deputy Fee S. Return to

DRAINAGE AGREEMENT

THIS AGREEMENT, made this 9th, day February

Nels Larson and Mina Larson

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".

to wit: _____, acres in the Was SWas Section 20 T. 9 S-Range 14 E.B.M. _____, is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprising 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 twenches, 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) 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 aft r the trenches have been filled.
- (5) That the Company does not in any way admit or acknowledge that the scepage 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.

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. Theirden
By (els arson)
By Mina Farson
By Setter King.
STATE OF IDAHO
COUNTY OF TWIN FALLS)
On this 12, day of Felunary, 1938 before me Jan State, personally appeared Felunary known to me to be the person whose name is subscribed to the within instrument as the Fesient of the Board as subscribed to the within instrument as the Fesient of the Board of the Twin Fils 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. Freident
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, Fiel. 15, 1941. Finna R. Stick
Notary Public
STATE OF IDAHO) SS COUNTY OF TWIN FALLS)
STATE OF IDAHO COUNTY OF TWIN FALLS on this 9 , day of Feliuman, 19 38 before me,
COUNTY OF TWIN FALLS) on this 9 , day of <u>Helman</u> , 19 38 before me, LH Pennine , A Notary Public in and for Twin Falls County, State of Idaho, personally appeared Nels Larson
STATE OF IDAHO COUNTY OF TWIN FALLS on this 9 , day of Feliuman, 19 38 before me,
on this 9, day of Selman, 1938 before me, LH Penny , A Notary Public in and for Twin Falls County, State of Idaho, personally appeared Nels Larson and Mind Larson and being the first parties, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first parties; and duly acknowledged to me that have executed
county of Twin falls) on this 9, day of Admay, 19 38 before me, A Motary Public in and for Twin Falls County, State of Idaho, personally appeared Nels Larson and Mind Larson and being the first parties, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first parties; and duly acknowledged to me that have executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th., day of Feb , 1938.
on this 9, day of Selman, 1938 before me, LH Permis, A Notary Public in and for Twin Falls County, State of Idaho, personally appeared Nels Larson and Mind Larson and being the first parties, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first parties; and duly acknowledged to me that have executed the same. IN WITNESS THEREOF, I have hereunto set my hand and official seal this 9th., day of Feb., 1938.