

CONTRACT No. 368

Ben Johnson

Legal Description: SE1/4SW1/4

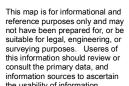
Section 35 Township 9 South Range 14 East



Parcels







Created: 8/2016

368 Dr. agr Ben Johnson 291317 SE Sw; Ben Johnson 35-9-14 STATE OF IDAHO 155 County of Twin Falls I hereby certify that this instrument filed for record at the pariestol for Levin Tall 10: 220 clock, aM this MAR 2 in my office and duly recorded in book 13 of Cax13. Official Recorder Return to

DRAINAGE-AGREEMENT

1938, by and between

Ben Johnson

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.
- (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 after the trenches have been filled.
- (5) 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.
- (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.

(7) That the successors and assigns of the parties hereto are bound hereby.

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	THEN FALLS CANAL COMPANY
Ву	JOHN FAILS CANAL COMPANY
STATE OF IDAHO)	and the state of t
COUNTY OF TWIN FALLS	
to be the person hose name is ment as the Assistant Secretar and acknowledged to me that he	ranch, 1938 before me Ty Public in and for said county Author known to me subscribed to the within instru- of the Twin Falls Canal Company, subscribed the name of the Twin principal, and his own name as
IN WITNESS WHEREOF, I have my official seal on the day and written.	thereunto set my hand and affixed year in this certificate above
My commission expires,	H. Juna G. Stick
	Notary Public
STATE OF IDAHO) ss	
COUNTY OF THEM PALLS !	
L. H. Perrine, A Notary Postate of Idaho, personally appo	iblic in and for Twin Falls County, eared Ben Johnson
being the first party, to the known to me to be the persons of first part; and duly acknown the same.	who subscribed the same as said cledged to me that executed
seal this 22 rd, day	hereunto set my hand and official of March, 1938.
My commission expires,	
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