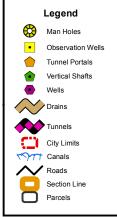


CONTRACT 397

A.P. Murray

Legal Description: N1/2NW

Section 33 Township 11 South Range 18 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

326155 A nue at Muray Fac STATE OF IDAHO 155. County of Twin Falls/ I haraby certify that this instrument filed for record at the request of ____ deven Palle Canal 2:30 o'clock m this APR 28 1942 in my office and duly pecorded in book 12 of Ca + De page 553 a) I folmes Deputy Fee \$ 1.40

DRAINAGE AGREEMENT

this agreement, made this 22 day of April 1942, by and between A.P. Murray and Enga A. Murray; and A.P. Murray Ir. and Mary L. Murray; husbands and Wives. 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 North /2 of the NW/K Sec.

33 T.115 R 18 EBM; is at present being threatened by seepage and whereas, the Company 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 trenches, tunnel, 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 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 ac knowledges 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, drains, or tunnels, the same shall be subject to the used 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.
	IN WITNESS WHEREOF, the first party has set hand the the second party has caused the same to be executed by the hand of its President.
	By Mary L. Murray By Enga & murray
	By Mary L. Murray By Enga D murray
	TWIN FALLS CANAL COMPANY
١	By ## * * * * * * * * * * * * * * * * * *
	STATE OF IDAHO By John In I howar
	COUNTY OF TWIN FALLS
(On this 28 day of april 194 zbefore me
C	and State, personally appeared Dalan In Jhan and Moreon to me
	to be the person whose name is subscribed to the within instru- ment as the President 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 President.
	IN WITNESS WHEREOF, I have thereunto set my hand and affixed my official seal on the day and year in this certificate above written.
ı	My commission expires,
	April Ful , 1944 Juna h. Shick
	STATE OF Ideho
	COUNTY Twin Falls) ss
	On this 22 day of April , 1942 before me, LH Cerring , a Notary Public in and for
	county, state of, personally appeared
	a. P. Murray Sr. Enga A. Murray, a. P. Murray for and Mary L. Murra
١	known to me to be the person who subscribed the same as said first part 185; and duly acknowledged to me that
	oxecuted the same.
	IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22rd. April 1942.
	My commission expires,
	12-21, 1944 LA Jerrie
1	Novaty public