

CONTRACT  
401

R.B. Howells

Legal Description:  
Lot 2

Section 7  
Township 10 South  
Range 17 East

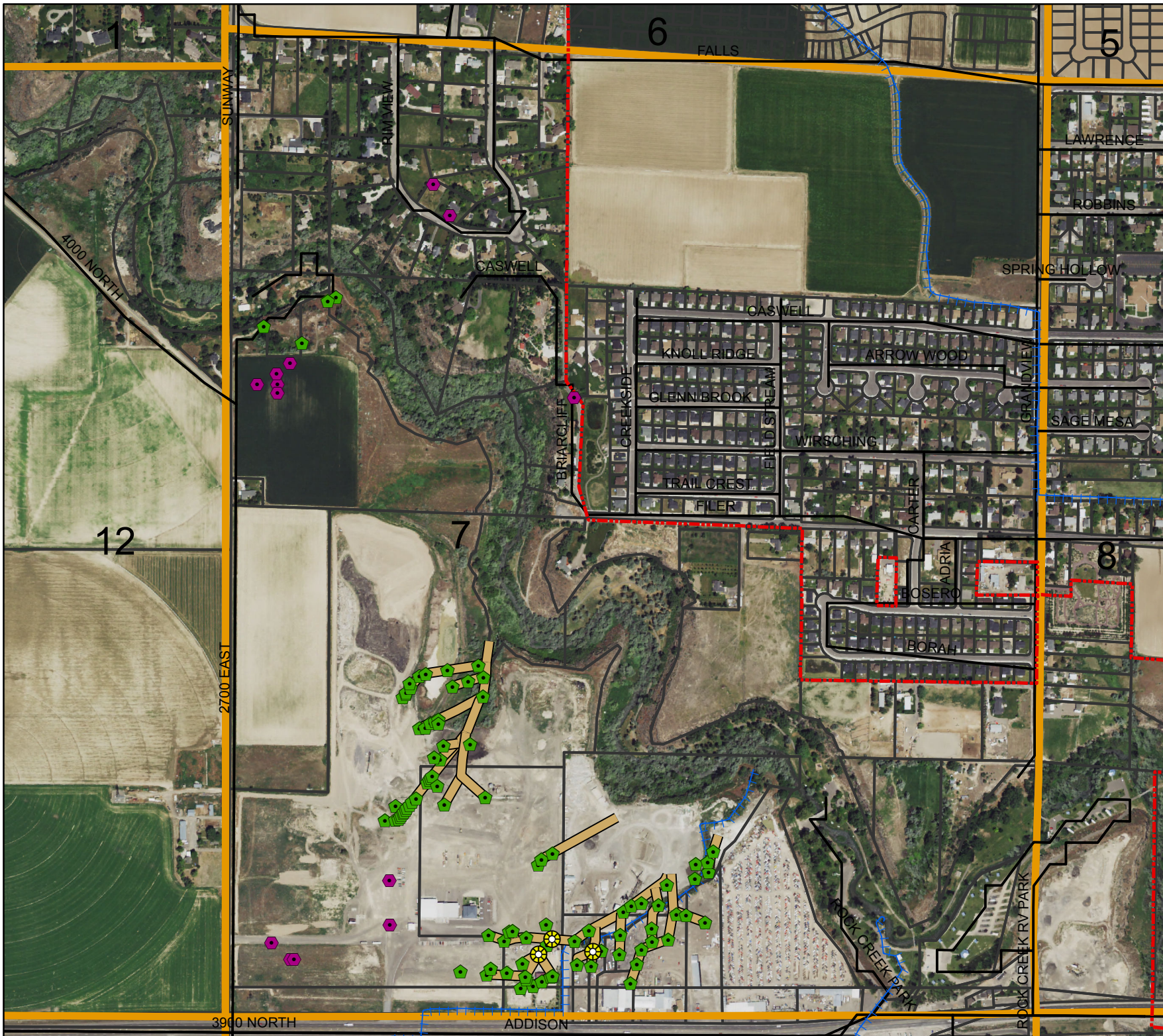
**Legend**

- 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. Users of this information should review or consult the primary data, and information sources to ascertain the usability of information.

Created: 8/2016



330133

Drain Agreement

R B Swells

to Lot 2

Twin Falls Canal Co

7-10-17

STATE OF IDAHO )  
County of Twin Falls ) ss.

I hereby certify that this instrument  
filed for record at the request of

Twin Falls Canal Co.

11.00 o'clock, this DEC 12 1942

in my office and duly recorded in book

13 of CA + B page 595

*Constance M. ...*

Ex-Officio Recorder

Martha Salmer

Deputy

Fee \$ 1.40

Return to

above

City

D R A I N A G E  
A G R E E M E N T

THIS AGREEMENT, made this 3rd day of July 1942  
by and between R.B. Howells and Della Howells

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 of the owner to-wit: \_\_\_\_\_, acres in the Lot 2, Section 7 T. 105 R. 17 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 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 upen 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, drains, or tunnels, 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.

D R A I N A G E  
A G R E E M E N T

THIS AGREEMENT, made this 3rd day of July 1942  
by and between R.B. Howells and Della Howells

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 Lot 2, Section 7 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, 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 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, drains, or tunnels, 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.