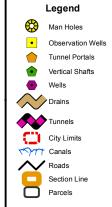


CONTRACT No. 430

Union Central Life

Legal Description: N1/2NE1/4

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

File 430 Drawagel agreement Union Central Life Ins. Co To Devine Falls Canal Co STATE OF IDAHO (said I hereby certify that this instrument Victim Falls Conally 1:00 o'clock M this SEP 7 - 1948 n my office and duly recorded in book 14 of Ca & Bouds page 245 a delles Ex-Officia Recorder Deputy Fee \$ /60 Return to Cause Co. Bax 868

DRAINAGE AGREEMENT

THIS AGREEMENT, made this 23rd day of August 194g by and between Union Central Life Insurance Company

parties 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 swher to-wit: acres in the North One Half (N\frac{1}{2}) Northeast Quarter (NE\frac{1}{4}) Section Twenty-Two (22) Township Nine (9) South Range Fourteen (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 this 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, tunnels, drain tiles, 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.
- (50) That the Company does not in any way admit or acknowledge that the seepage hereinbefore 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 the land in question, nor does the Company in any way admit or acknowledge a liability on account of said seepage, 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 beneficial use by the Company and the owners will, and do, hereby grant to the Company, without charge to it, an easement and right-of-way for a ditch or ditches or water-ways, the location to be designated by the Company when required, over the land above described, necessary to convey such waters, and/or other waters developed by the Company on adjacent lands, which have benefited the seepage condition above referred to, to the place or places desired by the Company in order to utilize or dispose of said waters.

(7) That the successors and assigns of the parties hereto are bound hereby,
IN WITNESS WHEREOF, the first party has set hand the second party has caused the same to be executed by the hand of its Vice President.
By J. G. Quick Vice-President. By J. Barr THE UNION CENTRAL LIFE INSURANCE COMPANY
TWIN FALLS CANAL COMPANY
By Dou Stafford Its President
STATE OF IDAHO) SS
COUNTY OF TWIN FALLS)
On this 28 day of aug. 1948 before me
Marqueite & Conant, a Notary Public in and for said County and State personally appeared on Stafford
known to me to be the person whose name is subscribed to the within instrument as the President of the Twin Falls Canal
ompany and acknowledged to me that the subscribed the same of the Twin Falls Canal Company thereto as principal, and his own
name as President.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate above written.
My commission expires,
Nov. 1 , 1951. Marqueit & Conan
STATE OF Objo
COUNTY OF Hamilton
On this 23rd day of August 19 48 before me
a Notary Public in and for Hamilton
County, State of Ohio , personally appeared
being the first party to
the above and foregoing instrument, known to me to be the person who subscribed the same as said first part ; and duly acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 23rd day of August 19 48.
My commission expires,
September 5 19 50. Margaret Hovious Notary Public.
Margaret Hovious
Marchaget 150 VIOUS Wetery Public in als fault amilton County, Ohio