

CONTRACT No. 444

> Charles Cantrell

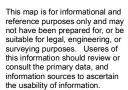
Legal Description: SW1/4NW1/4

Section 08 Township 9 South Range 15 East









Created: 8/2016

Dr. Ogr . File 924 395636 #44 8-9-15 Charles Cantrell Iwin Falls Canal Co STATE OF IDAHO Iss. County of Twin Falls? I hereby certify that this instrument filled for record at the request of ____ It Canal Co 12 (o'clock P. M. this DEC 28 1949 m my office and duly recorded in book 15 CaB page 57 renel fine Return to Canal Co

DRAING E AGREEMENT

THIS AGREEMENT, made this 22 day of Dec. 1949 by and between CHARLES CANTRELL and VIVIAN CANTRELL, his wife of Buhl, Idaho

parties of the first part, called the "Owner" and the Twin Falls Canal Company, an Isaho 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 Southwest Quarter (SW\frac{1}{4}) Northwest Quarter (NW\frac{1}{4}) Section Eight (8) Township Nine (9) South, Range Fifteen (15) 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 premiese it is hereby agreed:

- (1) That the Company may at this option and under the direction of the 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 wroks 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.
- (5) 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 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 dtich 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.

Drawing with agreement

(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 President.
By Parle Cantill By
By William C antill By
TWINFALLS CANAL COMPANY
TWINFALLS CANAL COMPANY By Doy Market Company Its president.
COUNTY OF TWIN PALLS }
On this 23 day of December, 19 49 before me
Marguerite G. Creed a Notary Public in and foresaid County and State, personally appeared CDON STAFFORD in Capital known to me to be the person whose name is subscribed to the
within instrument as the President of the Twin Pells Cenal Company and acknowledged to me that he subscribed the same of the Twin Falls Canal Company thereto as principal, and his own name
as President.
IN WITHESS 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,
Movember 1 1951 Marquerite & Creed
STATE OF IDAHO
COUNTY OF Twin Falls
On this 22 day of December , 19 49 before Jasper A. McEwen a Notary Public in and for
Twin Falls County; State of Idaho, personally appeared
Charley & Vivan Cantrell being the first parties 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 they executed the same.
IN WITHESS WHEREOF, I have hereunto set my hand and official seal this 22 day of December, 1949.
My commission expires,
,1952 Joseph G. M. Eller