CONTRACT
No. 446

Roger Vincent

Legal Description:
SW1/4NE1/4

Section 29
Township 9 South
Range 16 East

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Created: 8/2016
Roger Vincent
to
Erie Falls Canal Co.

JAN 27 1944

2:30 p.m.
17 CAB B $97

Lucille Albright
2-16
DRAINAGE AGREEMENT

THIS AGREEMENT, made this 10th day of Jan. 1944, by and between
Roger Vincent (Sam Schuyler) and Margaret J. Vincent
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 SW NE: 29-9-16
is as present being threatened by seepage, and whereas,
the owner is about to install a drainage system, comprising ditches, tile,
drains, and drainage wells 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,
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 depened upon these works for drainage
shall have the right to enter on these lands to join to, reconstruct and repair
to 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 water 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 and the second party has caused the same to be executed by the hand of its Assistant Secretary.

By. 

By. 

By. 

TWIN FALLS CANAL COMPANY

By.

STATE OF IDAHO )

COUNTY OF TWIN FALLS ) SS

On this 22 day of Jan., 1961, before me

Marguerite B. Conant, Notary Public in and for said County and State, personally appeared Lowell H. Wilson, known to me to be the person whose name is subscribed to the within instrument as the Assistant Secretary of the Twin Falls Canal Company, and acknowledged to me that he subscribed the name of the Twin Falls Canal Company there to as principal, and his own name as Assistant Secretary.

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 1961.

STATE OF IDAHO )

COUNTY OF TWIN FALLS ) SS

On this 22 day of Jan., 1961, before me

Marguerite G. Conant, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared Roger D. Vincent and Margaret J. Vincent, being the first parties to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first parties, and duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22 day of Jan., 1961.

My Commission expires:

Nov. 1 1967

NOTARY PUBLIC