



CONTRACT
No. 459

Ora P. Creed

Legal Description:
NW1/4SE1/4

Section 29
Township 9 South
Range 16 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.

561702

459

NW 88!

29-9-16

Oran P Creed
to

T T Canal Co.

STATE OF IDAHO }
County of Twin Falls } ss.

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

T T Canal Co.

3:40 o'clock, p.m. MAR 9 1966

in my office and duly recorded in book

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I. I. LANCASTER

Ex-Officio Recorder

Quilla Wilcock
Deputy

Fee \$ 2.10

Return to

DRAINAGE AGREEMENT

THIS AGREEMENT, made this 4th day of March 1966 by and between Ora P. Creed

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 Northwest Quarter South East Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) Section 29-9-16

Twin Falls County, State of Idaho,

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) The 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 sorks 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 any 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 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.

(8) 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 X Ora P. Creed

By _____

By _____

TWIN FALLS CANAL COMPANY

By Lawell H. Wilson
Assistant Secretary

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS

Marquette County On this 9, day of March, 1966 before me Lawell H. Wilson, A Notary Public in and for said County and State, personally appeared Lawell 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 thereto as principal, and his own name as Assistant Secretary.

IN WITNESS WHEREOF, I have thereunto set my hand and affixed my official seal on the day and year in this certificate above written.

My commission expires,
Nov 1, 1966.

Marquette & Conant
Notary Public

STATE OF ~~IDAHO~~ MISSOURI)
COUNTY OF ~~TWIN FALLS~~ JACKSON) SS

On this 15th, day of Feb, 1966, before me JOHN HENRY PETERS, A Notary Public in and for TWIN FALLS, ~~County, State of Idaho~~ MISSOURI COUNTY OF JACKSON, personally appeared Ora P. Creed being the first part Ora P. Creed to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first part; and duly acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th, day of Feb, 1966.

My commission expires,
April 20, 1968.

John Henry Peters
Notary Public