

AMENDED
AGREEMENT FOR SPRINKLER INSTALLATION

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between TWIN FALLS CANAL COMPANY, an Idaho corporation, with its principal place of business in Twin Falls County, Idaho, hereinafter called "TFCC," and _____, of Twin Falls County, Idaho, hereinafter called the "Stockholder";

WITNESSETH:

WHEREAS, Stockholder desires to install a certain sprinkler installation ("installation") on property hereinafter described, the operation of which installation could possibly affect TFCC in the operation, maintenance, and construction activities on the canal system and in the utilization of the canal and roadway rights-of-ways of TFCC; and

WHEREAS, TFCC wishes to accommodate its Stockholders proposed installations; and

WHEREAS, TFCC has adopted a policy governing the construction and operation of installations to facilitate smooth transitions from gravity irrigation;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained; and other good and valuable consideration, the parties hereto agree as follows:

1. TFCC hereby grants permission to Stockholder to construct and operate the installation in accordance with Exhibit "A" hereto in accordance with specific terms of this Agreement on the property hereinafter particularly described:

2. TFCC covenants as follows:
 - (a) To cooperate with Stockholder in the retrofit of his system to accommodate the installation, in accordance with Exhibit "A," attached hereto and made a part hereof as if set out at length herein.

- (b) To continue to make all reasonable efforts to deliver Stockholder's pro-rata share of water to Stockholder as requested.

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3. Stockholder covenants as follows:

- (a) To construct and operate said improvements in accordance with Exhibit "A" hereto.
- (b) To keep all TFCC rights-of-way and roadways along TFCC canals, coulees and ditches clear from obstructions and equipment so it may be traveled by TFCC designated personnel for TFCC purposes.
- (c) If "crossing" of TFCC rights-of-way is allowed as shown on Exhibit "A", to construct all sprinkler crossings strong enough to support the load across the canal in accordance with TFCC specifications, said crossings to be at least 18 inches above the high water in the canal. Gravel runways will be constructed on both sides of the canal if crossing is allowed for "fill" or "Raised" ditch crossings. As additional consideration for "crossing", Stockholder shall:
- (1) Remove other than permanent crossings at such time as TFCC shall require for operation, maintenance, and construction purposes.
 - (2) Clean and remove all weeds which jam in Stockholder's crossings.
- (d) To install no solid set equipment on a TFCC right-of-way.
- (e) To facilitate diversions to a bypass facility to dispose of water if a power outage or turn off occurs. Said bypass facility should waste water via the historic, gravity irrigation route.
- (f) To not hook sprinkler pump to TFCC headgate pipe
- (g) To rip-rap TFCC's canals and ditches on Stockholder's above described property if the use of the sprinkler causes erosion.
- (h) To comply with all applicable governmental requirements, rules, and regulations that may hereafter be adopted, even though the same would require amendments to this Agreement.

(i) To Acknowledge and specifically assume any legal risk to downstream water quality by reason of runoff or by reason of chemigation applied through the sprinkler system.

(j) To obtain specific and separate agreements for any buried pipeline crossings of TFCC's right-of-way in accordance with TFCC policy and regulations, and be responsible for the cost of construction, including the engineering and legal costs thereof. The Stockholder shall also be responsible for all recording fees applicable, to and for the preparation of formal written easements in recordable form which include formal surveyed descriptions, and for all other documents required for the installation.

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(k) To reimburse TFCC (within 30 days of receipt of a bill) for any additional costs of TFCC attributed to the existence of Stockholder's installation or the operation thereof.

(l) To indemnify and hold harmless TFCC and their Stockholders from any claim or claims (including TFCC attorneys' fees) of any third parties injured or damaged by the construction and operation of the Stockholder's sprinkler installation.

3. Exhibit "A" hereto may only be amended by the mutual consent of the parties hereto.

4. In the event of a default under this Agreement by Stockholder, TFCC may, after (10) days' written notice of the default, without remedy of said default by the Stockholder, remove all Stockholders' improvements from TFCC rights-of-way.

The parties hereto bind themselves, their heirs, personal representatives, successors and assigns.

The parties have executed this Agreement the day and year first above written.

"TFCC"

TWIN FALLS CANAL COMPANY

By: _____
President

Attest:

On this _____ day of _____, _____, before me, a Notary Public, in and for said County and State, personally appeared _____, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at: _____

My commission expires: _____

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EXHIBIT A

PROPOSED SPRINKLER SYSTEM

Information and Drawings

Name _____

Address _____

Phone _____

Water Source Location:

Lateral _____ Tap # _____ Gate # _____

Please draw a sketch of the proposed sprinkler installation. Include the following information with dimensions and elevations:

1. North Arrow on the drawing.
2. Existing canal location and approved crossings.
3. Existing location of irrigation water source.
4. Proposed location of sprinkler equipment.
5. Proposed location of pond.
6. Proposed location of electrical lines. Overhead or underground.
7. Proposed overflow facilities.
8. Information with dimensions and elevations.
9. Sprinkler Company and/or agency.

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Section _____ Township _____ Range _____

NW ¼
NE ¼

N

(40)	(40)	(40)	(40)

(40)	(40)	(40)	(40)
(40)	(40)	(40)	(40)
(40)	(40)	(40)	(40)

SW ¼

S

SE ¼