

**CONTRACT
No. 313**

John Denardis

**Legal Description:
SW1/4NE1/4
SE1/4NW1/4**

**Section 23
Township 9 South
Range 14 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.

313

John Denardis

SW NE 1/4 SE NW 1/4

23-9-14

313

208591

Drainage Agent
John B Denardis
To
Twin Falls Canal Co

STATE OF IDAHO
County of Twin Falls

I hereby certify that this instrument
filed for record at request of
Twin Falls Canal Co
at 8 minutes past 9
o'clock A.M., this 25
day of May, A. D., 1928, in my
office and duly recorded in book 10
of C & B at
page 92

Harold Parsons
for Office Recorder
Francis J Smith
Deputy

Fee \$ 1.40

Return to:
Twin Falls Canal Co

AT CO'S order
Twin Falls
County
Idaho
Filed
May 25 1928
Harold Parsons
Francis J Smith
Deputy

Working

3-7-29

A G R E E M E N T
DRAINAGE BY COOPERATION

THIS AGREEMENT, made this 23, day of May
1928, by and between

John B. Denardis and Alice Denardis, his wife
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: 80 acres in the SW-NE-23-9-14 and SE-NW-23-9-14
is at present being threatened by seepage, and
whereas, the owner is about to install a drainage system, com-
prising 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 here-
by agreed:

(1) That the Company may at its option and under the direct-
ion 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 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 the breaking into the tile by surface waters
or from any other cause.

(4) That the owner shall, deliver gravel and the tile, fill
and properly puddle the trench all under the direction of the
Company's General Manager.

(5) That the Company shall furnish tile and gravel at the
Company's yards at _____, and drill such drainage wells as
the Company believes necessary, and excavate the trenches.

(6) That this contract is made for cooperation and division
of expense only. 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.

(7) 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 waters to the place or
places desired by the Company in order to utilize or dispose
of the same.

(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 John B. Denardis By _____
By Alice Denardis By _____

TWIN FALLS CANAL CO.

By Carl H. Brown
Asst Secy,

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

On this 23, day of May, 1928 before me Emma R. Hick, A Notary Public in and for said County and State, personally appeared Carl H. Brown 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,
February 20, 1929.

Emma R. Hick
Notary Public

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

On this 23, day of May, 1928, before me, Emma R. Hick, A Notary Public in and for Twin Falls County, State of Idaho, personally appeared John B. Denardis and Alice Denardis, his wife

being the first part¹⁹⁵, 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 he executed the same.

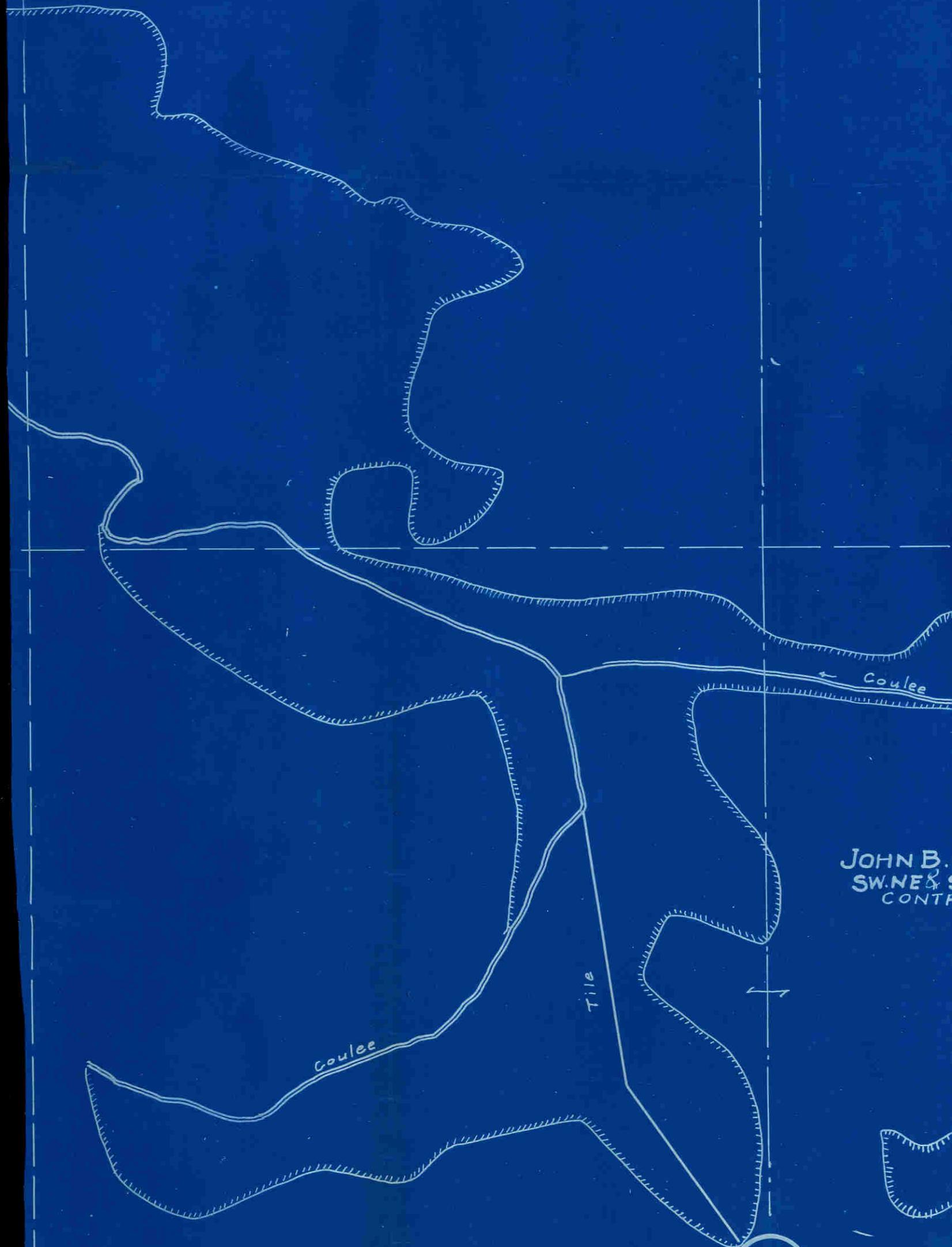
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23, day of May, 1928.

My commission expires,
February 20, 1929.

Emma R. Hick
Notary Public

S082201

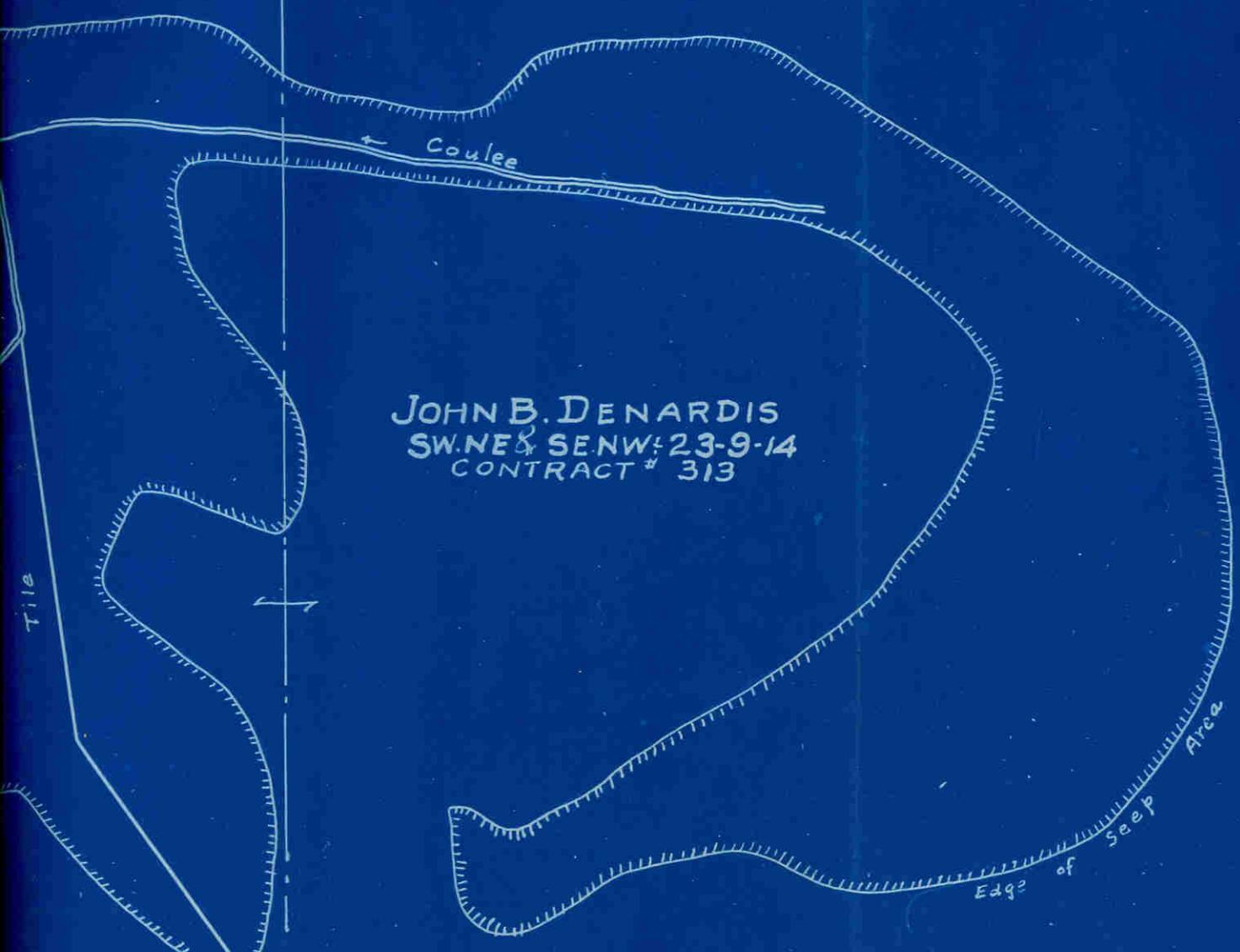
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JOHN B.
SWINEY & SONS
CONTRACTORS

23

T. 9 S. 1



23 T. 9 S. R. 14 E.