

CONTRACT No. 326

## Otto Mendini

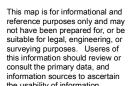
Legal Description: W1/2NE1/4

Section 24 Township 9 South Range 14 East

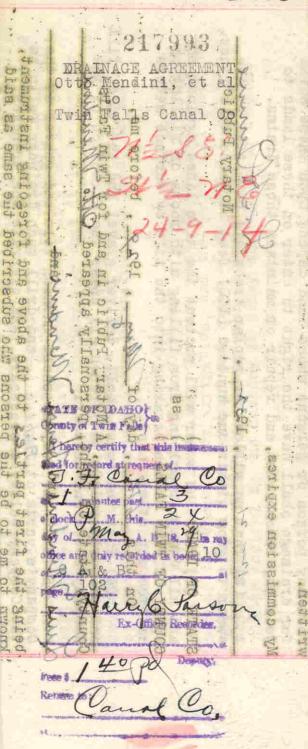








Created: 8/2016



See map Drowinge Plat Book

## AGREEWENT

## DRAINAGE BY COOFFRATION

1929, by and between Luis Mendini and Henri Mendini

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."

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 Mamager 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 <u>Buh</u>, 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.

7 K	(8) That the successors and assigns of the parties hereto re 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.	
	y Enrico Mendini By Mo mendini	
	By Luis fleroline	
	By hun St Grann.	
•	STATE OF IDAHO ) SS	(V:
	On this 24th, day of May, 1929 before me	
	A Notary Fuelic in and for said Count; and State, personally appeared known to me to be the person whose name is subscribed to the within instru-	у
ās	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 affix my official seal on the day and year in this certificate above written.	eċ
	My commission expires,	
	Notary Public D	
190	STATE OF IDAHO (MC) SS	GIA CO
A COL	On this And, day of, 1929, before me,, A Notary Fublic in and for Twin Falls	V.
A STATE OF S	County, State of Idaho, personally appeared Otto Mending	
	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 WEREOF, I have hereunto set my hand and offici seal this 6 h, day of 1929.	La
	My commission expires,	7
	12-21, 1937.	
	Notary Public	
41	Choin falls Idas	0