



CONTRACT  
No. 418

Dick Andreoff

Legal Description:  
W1/2NE1/4

Section 19  
Township 9 South  
Range 15 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.

Created: 8/2016

# 418

Drainage Agreement

365235

W 1/2 NE 1 19-9-15

Herch Andreoff

TO

Twin Falls Canal Co

STATE OF IDAHO }  
County of Twin Falls }

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

Wynne Smith

11:47 clock, AM this NOV 4 - 1946

in my office and duly recorded in book

14 of Cax Bonds page 262

C. A. Sells

Ex-Officio Recorder

Deputy

File \$ 1.40

Return to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## DRAINAGE AGREEMENT

THIS AGREEMENT, made this 19 day of Aug. 1948 by and between Dick Andreoff and Pearl Andreoff, Husband and wife

parties 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 West One-half ( $W\frac{1}{2}$ ) of Northeast Quarter ( $NE\frac{1}{4}$ ) Section Nineteen (19), Township Nine (9), South, Range Fifteen (15) E.B.M. 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) That the Company may at this option and under the direction of the said General Manager locate the lines upon which said drainage works shall be installed, the number, size, depth, character and location of trenches, tunnel, 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 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, drains, or tunnels, 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) That the successors and assigns of the parties hereto are bound hereby,

IN WITNESS WHEREOF, the first party has set hand the second party has caused the same to be executed by the hand of its President.

By \_\_\_\_\_

By Dick Andreoff

By \_\_\_\_\_

By Paul Andreoff

TWIN FALLS CANAL COMPANY

By Don Stafford  
Its President.

STATE OF IDAHO )

COUNTY OF TWIN FALLS )

On this 19 day of Aug., 1948 before me

Marquette J. Conant a Notary Public in and foresaid County and State, personally appeared Don Stafford known to me to be the person whose name is subscribed to the within instrument as the President of the Twin Falls Canal Company and acknowledged to me that he subscribed the same of the Twin Falls Canal Company thereto as principal, and his own name as President.

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 1951

Marquette J. Conant  
Notary Public

STATE OF ID Idaho )

COUNTY OF Twin Falls )

SS

On this 19 day of August, 1948 before

Marquette J. Conant a Notary Public in and for

Twin Falls County, State of Idaho, personally appeared

Dick Andreoff and Paul Andreoff being the first part to the above and foregoing instrument, known to me to be the person who subscribed the same as said first part; and duly acknowledged to me that executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

this 19 day of Aug., 1948.

My commission ~~expires~~ expires,

November 1, 1951.

Marquette J. Conant  
Notary Public.

D R A I N A G E   A G R E E M E N T

THIS AGREEMENT, made this 28 day of August, 1946 by and between

Dick Andreoff and Pearl Andreoff, husbands and 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: \_\_\_\_\_ acres in the West Half ( $W\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) Section Nineteen (19) Township Nine (9) South Range Fifteen (15) East Boise Meridian.

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) That 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 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 a 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 well, 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.

(7) That the successors and assigns of the parties hereto are bound hereby,

IN WITNESS WHEREOF, the first party has set hand the second party has caused the same to be executed by the hand of its President.

By \_\_\_\_\_

By Dick Andreoff

By \_\_\_\_\_

By Pearl Andreoff

TWIN FALLS CANAL COMPANY

By Don Stafford  
Its President.

STATE OF IDAHO            )  
                                  ) SS  
COUNTY OF TWIN FALLS )

On this 10th day of Sept, 1946 before me

L. H. Perrine a Notary Public in and for said County and State, personally appeared Don Stafford known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he subscribed the same of the Twin Falls Canal Company thereto as Principal, and his own name as President.

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,

\_\_\_\_\_, 19\_\_\_\_.

L. H. Perrine  
Notary Public.

STATE OF Idaho            )  
                                  ) SS  
COUNTY Twin Falls )

On this 29 day of Aug, 1946 before me

the undersigned a Notary Public in and for Twin Falls

County, State of Idaho, personally appeared Dick Andreoff

& Pearl Andreoff being the first parties to the above and fore-going instrument, known to me to be the persons who subscribed the same as said first parts; and duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this

29 day of Aug 1946.

My commission expires,

1-1 1950.

John W. Barker  
Notary Public.