



CONTRACT  
No. 336

Joseph Kucera

Legal Description:  
NE1/4NE1/4

Section 4  
Township 10 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.

# 336

Joseph Kucera

~~29-9-14~~

NE NE-

4-10-14

4475

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

THIS AGREEMENT, made this 25<sup>th</sup>, day of April  
1930, by and between

Joseph Kucera  
IN WITNESS WHEREOF, the first party has set hand and the  
second party has caused the same to be executed by the hand of  
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: 1/4 acres in the NE, NE: Sec. 4 T. 10 S. R. 14  
E. B. M., 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: *This agreement is for the Dunbar tunnel extension*

(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.

Joseph Kucera

(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 Joseph Kucera  
By \_\_\_\_\_ By \_\_\_\_\_  
TWIN FALLS CANAL CO.  
By Emma G. Wick

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss

On this 26th, day of April, 1930 before me L. H. Perrine, A Notary Public in and for said County and State, personally appeared Emma G. Wick 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, 12-21, 1932.

L. H. Perrine  
Notary Public

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss

On this 25th, day of April, 1930, before me, L. H. Perrine, A Notary Public in and for Twin Falls County, State of Idaho, personally appeared Joseph Kucera and \_\_\_\_\_ and \_\_\_\_\_

being the first party, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first party; and duly acknowledged to me that \_\_\_\_\_ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th, day of April, 1930.

My commission expires, 12-21, 1930.

L. H. Perrine  
Notary Public

# 332  
Joseph Kucera

