













CONTRACT
No. 300

W.E. Stockton
A.L. Swim

Legal Description:
SW1/4NE1/4

Section 22
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.

Dr. Agreement

202969
300

W E Stockton
Arthur L Swin

T. H. Perkins
T. F. Canal Co

Sec NE. 22-9-14

STATE OF IDAHO
County of Twin Falls

I hereby certify that this instrument
filed for record at request of
Twin Falls Canal Co

at 17 minutes past 11
o'clock P.M., this 15
day of Dec. A. D. 1927 in my
office and duly recorded in book 10
of C. A. & B
page 80

Ex-Officio Recorder

Harry Parsons
Deputy

Return to:

T. F. Canal Co

Arthur L Swin
T. F. Canal Co

IN WITNESS WHEREOF, I have hereunto set my hand and affixed

TWIN FALLS CANAL COMPANY

ways necessary to the places
or places desired by the owner to utilize or dispose
of the same.

A G R E E M E N T

DRAINAGE BY COOPERATION

(3) That ~~the parties hereto~~
THIS AGREEMENT, made this 8th, day of December,
1927 by and between

the first party has set hand and the
second party W. E. Stockton and Arthur L. Swim 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: _____, acres in the SW $\frac{1}{4}$:NE $\frac{1}{4}$ Section 22 T. 9 Range 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:

(1) That the Company may at its option and under the direct-
ion of said General Manager locate the lines upon which said drain-
age 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 reason-
ably 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

Notary Public

(7) 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 _____ By W. E. Stockton
By _____ By Arthur L. Swim

TWIN FALLS CANAL COMPANY

Chas. H. Brown
Assistant Secy

STATE OF IDAHO
COUNTY OF TWIN FALLS

On this 10th day of December, 1927 before me L. H. Perrine, A Notary Public in and for said County and State, personally appeared Chas. 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,
12-28, 1928.

L. H. Perrine
Notary Public

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

On this 8 day of Dec, 1927 before me,
L. A. Chapin, A Notary Public in and for Twin Falls County, State of Idaho, personally appeared W. E. Stockton
and Arthur L. Swim and _____

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 WHEREOF, I have hereunto set my hand and official seal this 8th day of December, 1927.

L. A. Chapin
Notary Public

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W.E. STOCKTON
 BUHL IDAHO.
 5 1/2-NW-22-9-14
 CONTRACT # 300
 SCALE 1"=200'
 1928