













CONTRACT  
No. 369

J.W. Campbell

Legal Description:  
SE1/4SE1/4

Section 34  
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.

Created: 8/2016

*Dr Age*

291316

*J. W. Campbell*

to

*Twin Falls Canal Co*

STATE OF IDAHO }  
County of Twin Falls } ss.

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

*Twin Falls Canal Co*

10:21 o'clock, *AM* this           

MAR 25 1905

in my office and duly recorded in book  
13 of C.A.V.B. page 38

*Frank J. Smith*

Ex-Officio Recorder

*Lewis G. Jones*

Deputy

Fee \$ 1.60

Return to

# 369

J.W. Campbell

*SE SE*  
*34-9-14*

D R A I N A G E   A G R E E M E N T

THIS AGREEMENT, made this 22nd, day of March  
1938, by and between

J. W. Campbell

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 SE SE Sec. 34 and SW $\frac{1}{2}$  SW $\frac{1}{2}$  Section

35 T. 9 S., R. 14 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 its 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, 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) 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 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) 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~~ <sup>President</sup>.

By \_\_\_\_\_ By J. W. Campbell  
By \_\_\_\_\_ By \_\_\_\_\_

TWIN FALLS CANAL COMPANY

By Peter Link Pres.

STATE OF IDAHO )  
COUNTY OF TWIN FALLS )

On this 24, day of March, 1938 before me Emma R. Shick, A Notary Public in and for said County and State, personally appeared Peter Link known to me to be the person whose name is subscribed to the within instrument as the ~~Assistant Secretary~~ <sup>President</sup> 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~~ <sup>President</sup>.

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, 2/20, 194.

Emma R. Shick  
Notary Public

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss

On this 22<sup>nd</sup>, day of March, 1938 before me, L. H. Perrine, A Notary Public in and for Twin Falls County, State of Idaho, personally appeared J. W. Campbell 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 22<sup>nd</sup>, day of March, 1938.

My commission expires, 12-21, 1940

L. H. Perrine  
Notary Public  
Twin Falls, Idaho

RELEASE OF DRAINAGE AGREEMENT

This agreement Made and entered into this 25th day of February, 1948, by and between the City of Buhl, a municipal corporation, of Buhl, Twin Falls County, State of Idaho, the party of the first part, and the Twin Falls Canal Company, a corporation, having its principal place of business in Twin Falls, County of Twin Falls, State of Idaho, the party of the second part.

WITNESSETH: That for and in consideration of the sum of One Dollar \$1.00, by each of said parties hereto to the other in hand paid, receipt whereof is hereby acknowledged, the above said parties do hereby agree to the following terms and conditions.

1. The Twin Falls Canal Company hereby agrees to release all right, claim and interest it acquired under a drainage agreement dated March 22, 1938, made between the Twin Falls Canal Company and J.W. Campbell, which agreement is recorded in Book 10 of C. A. & B. at page 38, in Twin Falls County records, at Twin Falls County, Idaho; and which agreement gives the Twin Falls Canal Company the right to enter on the following described premises, to-wit:

The Southeast One-fourth of the SouthEast One-fourth of Section 34 Township 9 South Range 14 East of the Boise Meridian; and to make or construct all ditches and drains necessary to keep the above said land from being affected by seepage.

2. For and in consideration of the above agreement the City of Buhl agrees to release the Twin Falls Canal Company from any duty to drain the above said land and will hold them harmless in the event seepage occurs on the above said land.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

ATTEST:

H. J. Sharp Secy. T. B.

Bernard O. Star, City Clerk

TWIN FALLS CANAL COMPANY

By Don Stafford

CITY OF BUHL

By Fred A. Kallusky  
Acting Mayor

STATE OF IDAHO )  
 ) SS.  
County of Twin Falls)

On this 25th day of February, 1948,  
before me Bernard D. Starn, a notary public in  
and for said County, personally appeared Don Stafford  
and Fred A. Hallusky

known to me to be the persons whose names are subscribed to the  
within instrument, and acknowledged to me that they executed the  
same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my official seal, the day and year in this certificate first above  
written.

Bernard D. Starn  
Notary Public  
Residing at Buhl, Idaho