



**CONTRACT
428**

Wm Stone

**Legal Description:
NWNE**

**Section 20
Township 11 South
Range 20 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.

File 428

24^m Stone
NW NE!

20-11-20

Seepage Release

Sec. 20-11-20

Sec. 19-11-20

Boley Land.

C O P Y

THIS AGREEMENT, Made and entered into this 6th day of September, A. D. 1924, by and between WILLIAM E. STONE and HARRIET S. STONE, his wife, of Peoria, Peoria County, State of Illinois, the parties of the first part and the Twin Falls Canal Company, a corporation, organized and existing under and by virtue of the laws of the State of Idaho, with its principal place of business at Twin Falls, in Twin Falls County, State of Idaho, the party of the second part.

WITNESSETH: That for and in consideration of the transfer of 16.36 shares of the capital stock of the Twin Falls Canal Company and the water rights evidenced there by represented by certificate number 9194A, and which said water rights have been appurtenant to the following described real estate, to-wit:

Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$), North one-half (N $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) Section Twenty (20) Township Eleven (11), South of Range Twenty (20), East of the Boise Meridian; and Lot One (1), Northeast quarter (NE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$), North one-half (N $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section Nineteen (19), Township Eleven (11) South of Range Twenty (20) East of the Boise Meridian.

which said shares of stock and the water rights evidenced thereby are to be transferred and made appurtenant to other lands and in further consideration of One Dollar (\$1.00) and other valuable considerations unto them in hand paid by the party of the second part, receipt whereof is hereby acknowledged, the said parties of the first part do hereby and by these presents waive, relinquish, discharge and release all claims for damages which may have arisen or may hereafter arise or grow out of any seepage or flooding of the lands in this instrument hereinabove described, and hereby grant to the said party of the second part, its successors or assigns, a right of ingress or egress to and from which said lands hereinabove described for the purpose of investigating seepage or flooding conditions thereon and hereby grant to it the right

to do or to cause to be done drainage work upon the said lands together with the necessary rights of way therefor.

And the party of the second part hereby agrees to make the transfer of said water stock and the rights evidenced thereby which have been and are appurtenant to the lands hereinabove described, to other lands within its canal system which are to be designated by the said parties of the first part.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year in this instrument first above written, and the party of the second part has pursuant to resolution of its Board of Directors caused this instrument to be executed by its President and to be attested by its Assistant Secretary, and has hereunto affixed its corporate seal at Twin Falls, Twin Falls County, Idaho, the day and year in this instrument first above written.

WILLIAM E. STONE (SEAL)

HARRIET S. STONE (SEAL)
Parties of the First Part.

TWIN FALLS CANAL COMPANY

By C. J. Miller
Its President.

ATTEST:

W. O. TAYLOR
Secretary