



CONTRACT  
No. 342

Scottish Am. Mtg

Legal Description:  
N1/2 NW1/4  
E1/2 NE1/4NE1/4

Section 20 & 21  
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.



# 342

Scottish Am Mtg

2 1/2 NE 11E

20-10-14

7 1/2 NW 21-10-14

4B-120

4B-160

# 342

241009

AGREEMENT

Scottish American Mortgage Co.

to

Twin Falls Canal Co.

STATE OF IDAHO }  
County of Twin Falls } at

I hereby certify that this instrument

filed for record at request of

Twin Falls Canal

at 2 minutes past 2

o'clock P M., this 1st

day of Apr A. D. 1922

office and duly recorded in book 11

of C. A. & B. at

page 625

Harry C Parsons

Ex-Officio Recorder.

Jessie Hinton

Deputy

Fee \$ 1.00

Return to:

\_\_\_\_\_

\_\_\_\_\_

known to me to be the person whose name is subscribed to the  
county and state, belonging to  
A MORSEY BURTON IN COUNTY AND  
STATE OF IDAHO

COUNTY OF TWIN FALLS  
STATE OF IDAHO

AGREEMENT FOR A DRAINAGE TUNNEL RIGHT OF WAY

THIS AGREEMENT, made this 22nd. day March 1932, by and between The Scottish American Mortgage Company, Ltd., of Edinburgh, Scotland, 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: One hundred acres in the East half of the Northeast quarter of the Northeast quarter (E 1/2 NE 1/4 NE 1/4), Section 20 and the North half of the Northwest quarter (N 1/2 NW 1/4) Section 21 in Township 10 S., Range 14 E. B. M., and whereas the Company wishes to drive a tunnel under a part of the above described land to drain lands lying north of this location.

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 line of the tunnel and drill wells for ventilation and for drainage as it deemed necessary and advisable.

(2) That should the water developed become too great to successfully drive the tunnel advantageously or the distance from the portal (which is at the east bank of Deep Creek) to the face of the tunnel become too long to drive the tunnel economically, a shaft may be constructed to hoist the waste material. In case a shaft is required to continue the tunnel work, the waste material will be removed from the premises if the Owner so desires.

(3) After the tunnel is finished the Company will concrete the well holes in the rock and back-fill the same in the regular fashion to prevent irrigation water from being lost from the land surface.

(4) That should a flow of water be obtained by reason of said tunnel and wells, the same shall be subject to the use of the Company for irrigation.

(5) 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.

The Scottish American Mortgage Company, Ltd.

By Andrew Clark Robertson, Its Attorney-in-Fact.

By TWIN FALLS CANAL COMPANY  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date above written.

By Bessie J. Cameron, Assistant Secretary  
Notary Public, within and for Jackson County, Missouri.



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By \_\_\_\_\_

The Scottish American Mortgage Company, Ltd.

By Andrew Clark Robertson

Its Attorney-in-Fact.

By \_\_\_\_\_

By \_\_\_\_\_

TWIN FALLS CANAL COMPANY

By James L. Shick

Assistant Secretary

G.I. HARGER

N. CONTRACT

J.W. CAMPBELL

S. CONTRACT

H.W. HERMAN

BUHL, IDAHO

W.S.W. 16-10-14

13-16 acres  
Allotted

DOUGLAS TUNNEL  
1330' x 12' x 10'

Obs. Well

100' Extension

25152  
2007 04782

1246' x 110' x 10'

15' x 15'

15' x 15'

15' x 15'

15' x 15'

15' x 15'

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