















**CONTRACT  
121**

**J.W. Brandt  
& Stark**

Legal Description:  
NWNW

Section 27  
Township 11 South  
Range 18 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.

A. C. Drainage  
Contract  
J. W. Braudt and  
W. D. Stark

---

121

NEW MO:  
27-11-18

A G R E E M E N T.

June

THIS AGREEMENT, made this 23d day of ~~May~~, 1916, by and between J. W. Brandt and Ida S. Brandt, wife of J. W. Brandt, by H. L. Brandt, their due and authorized agent and attorney-in-fact, and also by Walter D. Stark, parties of the first part, and the Twin Falls Canal Company, a corporation organized under the laws of the State of Idaho, party of the second part, WITNESSETH:

THAT WHEREAS the following described land, to-wit, the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$  NW $\frac{1}{4}$ ) Section Twenty-seven (27), Township Eleven (11) South, Range Eighteen (18) E. B. M. in Twin Falls County, Idaho, -being the property of the said J. W. Brandt, - has been injured heretofore by the rising and development of seepage and underground waters, and whereas it is the claim of the first parties that the second party is responsible therefor, and is liable to the first parties on account of the same; and whereas it is the desire of the parties to this agreement to mutually adjust and settle such controversy on the basis of this agreement; and whereas the said Walter D. Stark has been the lessee of the lands described hereinbefore as the property of the said J. W. Brandt and as such lessee claims damages against the second party for loss of crop by said seepage.

NOW, THEREFORE, it is agreed by and between the parties hereto that the second party shall upon the execution and delivery of this agreement pay to the said J. W. Brandt, by his agent H. L. Brandt, the sum of \$61.55, and shall pay to the said Walter D. Stark the sum of \$108.45, making a total of \$170.00, and that the said sums shall be and are hereby accepted as a full and complete settlement of all damages and claims for damages for the use or rental value of said land, to date of this agreement. It is understood and agreed that this settlement includes all claims for damages on account of said seepage excepting damage due or claimed on account of the permanent injury, if any, to the said land, and as to the matter of permanent injury, if any, the same is to be governed by the provisions of this agreement hereinafter set forth.

It is furthermore understood and agreed that the second party shall construct a system of drainage with the view of reclaiming and avoiding the seeping of the said land described above, such system of drainage to be outlined, determined upon and planned by the engineers of the second party, and the same to be commenced and constructed within a reasonable time hereafter, to be determined by the engineers of the second party. It is understood and agreed that if the second party should by said system of drainage reclaim the whole or any part of the said seeped land above described, either in whole or in part which are now seeped in whole or in part, the said J. W. Brandt will pay to the second party the sum of \$10.00 per acre for such lands as may be reclaimed and will release the second party from all damage or claims of damage on account of said seepage, which relates to the permanent injury or destruction of the said lands. It is understood and agreed that the greatest number of acres for which the said J. W. Brandt will be liable shall be 15 acres.

It is furthermore understood and agreed that the first parties will permit the second party to construct over and across the said described land, without further compensation than this agreement, any and all closed and covered drains which will or may become necessary in the carrying out of the system of drainage as planned and provided for by the engineers of the second party, and will grant to the second party all necessary easements and rights of way for such drains including the right of entering in and upon said land for the purpose of repair or keeping the said drains in the proper workable condition.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year first above written.

W. D. Stead  
Frank G. Stephens } J. W. Brandt  
Witness }  
Ida S. Brandt

STATE OF Idaho,  
COUNTY OF Canyon, SS:

On this 23d day of June, 1916, before me Frank G. Stephens, a Notary Public in and for said County and State, personally appeared J. W. Brandt and Ida S. Brandt, his wife, being known to me to be the signers of the above and foregoing instrument and duly 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.

Frank G. Stephens  
Notary Public, for Idaho.  
Residence Natunga, Idaho.

J. W. Brandt & Walter D. Stark  
Agreement # 121

NW<sup>4</sup> NW<sup>4</sup> - 27-11-18

15 acres to be drained.

This land has not been thoroughly drained. It will need two six inch tile drains in the draws to drain this land.

There has been no attempt to reclaim all this land.

The alkali is very heavy on most of this land and it might be of little value if drained as it is naturally greasewood land.

The west half is in alfalfa & clover and is a good stand.

Farris says there has been 1120 ft of six inch tile drains laid.

July 24 - 1920

M<sup>o</sup> Clelland & Perrine

L. H. Perrine

Contract # 121

J.W. Brandt - Tampa Edols.

NW & NW 27-11-18

Data available in the Company office show  
that 1120 feet of 6" drain tile has been laid on this  
land -

It is evident now that the work done  
is not sufficient to thoroughly drain this  
land - more lines will be required.  
Approximately 30 acres are expected.

June 28 - 1918

O. Davis.