



**CONTRACT
125**

Frank Bower

Legal Description:
SE

Section 28
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.

Contract of
Settlement
Frank Bower

- 125

$8\frac{1}{4}$

28-11-18

AGREEMENT.

THIS AGREEMENT made this 4th day of January, 1916, by and between Frank Bower, party 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, Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-eight (28), Township Eleven (11) South, Range Eighteen (18) East of the Boise Meridian, in Twin Falls County, Idaho, being the property of the said Frank Bower, has been injured heretofore by the rising and development of seepage and underground waters; and whereas it is the claim of the first party that a portion of said land has been injured by such seepage, and that certain crops heretofore grown on said land have been destroyed thereby, and the owners thereof deprived of the use of the same; and whereas it is the claim of the first party that the second party is responsible for such seepage and is liable to the first party for damages on account of the same, and whereas it is the desire of the parties to mutually adjust and settle such controversy by compromise and on the basis of this agreement;

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 Frank Bower the sum of \$300.00, and that the sum shall be and is hereby accepted by the said first party as a full and complete payment and settlement for injury to crops, trees, orchard and shrubbery now growing or heretofore grown or planted on said land, and all damages or claims of damage 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 injury to the land described above as owned by first party, if any, and as to the matter of ^{injury} 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 as the property of the said Frank Bower, that the said Frank Bower will pay the second party the sum of \$10.00 per acre for any and all lands as are reclaimed and will furthermore release the second party from all damage or claims of damage on account of said seepage, which relate to the permanent injury or destruction of the said land, which is reclaimed by said system of drainage, provided, however, that the amount to be paid by second party shall not exceed \$200.00

It is understood that this agreement is not in any way intended as an admission of liability on the part of the second party, nor a waiver of any rights or defenses excepting as specifically set forth.

In the event the drainage system herein provided for shall not be successful the first party agrees not to raise or plead the statute of limitation to any suit brought for damages for seepage to said lands if brought prior to January 1, 1918.

It is furthermore understood and agreed that the first party 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.

Wm. Boorn
Witness.

Frank Bover

Twin Falls Canal Co.
by W. D. Taylor Secy

Contract # 125

Frank Bower

Kimberley Idaho.

SE⁴ 28-11-18.

Data available show that 2300 feet of 6" drain
tile has been laid on this land.

Indications this date are that the
work is not extensive enough to
completely drain the land -

about 20 acres affected

June 28-1918

W. H. Davis