



**CONTRACT
127**

**Webster
Howard**

Legal Description:
S1/2NW

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.

Agreement
Webster Howard

127

$S\frac{1}{2}$ NW:

28-11-18

A G R E E M E N T.

THIS AGREEMENT, Made this 15th day of September, 1915, by and between Webster Howard, a widower, of Twin Falls County, Idaho, 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, South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty-eight (28), Township Eleven (11) South, Range Eighteen (18) East, Boise Meridian, - being the property of the first party hereto, - has been injured by the rising and development of seepage or underground waters; and whereas it is claimed by the first party that the second party is responsible thereof and is liable to the first party for damages on account of same; and whereas it is the desire of the parties of this agreement to mutually adjust and settle such controversy 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 first party the sum of \$600.00 which sum is to be accepted as a full and complete payment and settlement of all damages and claims for damages for injury to crops, trees, orchard, and shrubery now growing or heretofore grown or planted on said land, and all damages or claims for damages for the use or rental value of said land, to date of this agreement. It is understood that this settlement includes all claims for damages on account of said seepage, excepting damage due or claimed on account of permanent injury to the land, to the date of this agreement.

It is furthermore agreed that the second party shall construct a system of drainage with the view of reclaiming and avoiding the seeping of the said land, 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 said seeped land the first party hereto will pay to the second party the sum of \$10.00 an acre for such land as may be reclaimed, and will furthermore 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 land, *on lands reclaimed.*

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 for 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.

Webster Howard

John Howard

I agree and consent to the above agreement.

Contract # 127.

Webster Howard

Kamberley, Idaho.

A² M² 28-11-18.

Data available shows that 1968 feet of 8" and 80 feet of 10" drain tile has been laid on this land.

The 8" line coming in from the south west is too shallow especially where it crosses the coulee or low place toward the west side of the land. Another line should be laid in a northwesterly direction down this low place.

The coulee "A" should be lowered across this 40 after wheat harvest.

June 28-1918

C. Davis

Coulee "a" has been deepened. L.H.P.

Webster Howard

Agreement # 127

3 1/2 NW 1/4 Sec. 28-11-18.

The data available shows the following
tile lines on this land.

12" tile,	10" tile,	8" tile,	6" tile,	Open drain
<u>1560 ft.</u>	<u>1150</u>	<u>650</u>	<u>500</u>	<u>1500</u>

This land seems to have been very well
drained. It is not entirely reclaimed
as the alkali will have to be
washed off before seed will
be able to grow. However he
had a good crop of oats on
the east half of the west 40
this year, which is the first crop
in six years.

The land is dry now
except a small plot in the
south west corner where the
tile drain doesn't seem to be deep
enough.

July 24 1920

M^{rs} Chelland & Perrine

L. H. Perrine

W & J. HOWARD

KIMBERLEY, IDAHO

5½ NW; 28-11-18.

CONTRACT #127.