













**CONTRACT  
128**

**Charles Vance**

Legal Description:  
E1/2SESW

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  
Charles E. Vance  
Aug

128

$L \frac{1}{2}$  SE SW:

28-11-18

A G R E E M E N T

THIS AGREEMENT, Made this 16 day of September, 1915, by and between Charles Vance and Belle Vance, his wife, of Twin Falls County, Idaho, 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:

SW  
SW

THAT whereas, the following described land, to-wit, East Half of the Southeast Quarter of the Southeast Quarter (E $\frac{1}{2}$  SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section Twenty-eight (28), Township Eleven (11) South, Range Nineteen (19) East Boise Meridian, - being the property of the first parties hereto, - has been injured by the rising and development of seepage or underground waters; and whereas it is claimed by the first parties that the second party is responsible therefor, and is liable to the first parties for damages on account of the same; and whereas there has been filed and is pending in the District Court of Twin Falls County, State of Idaho, an action wherein Belle Vance is plaintiff, and the Twin Falls Canal Company is defendant, in which a judgment for damages is prayed for growing out of the aforesaid matters; 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 \$91.00 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 shrubbery 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 parties hereto 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. Second party in no wise agrees to guaranty the result of said drainage system, or to reclaim said land.

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 for entering in and upon said land for the purpose of repair or keeping the said drains in the proper workable condition,

It is furthermore understood that this agreement constitutes no admissions of liability on the part of the Twin Falls Canal Company or any waiver of the rights of either of the said parties other than specified above.

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

Charles E. Vance,

Belle Vance,

Parties of First Part,

TWIN FALLS CANAL COMPANY,

Party of Second Part.

by W. O. Taylor, Secy

I agree and consent to the above agreement.

Porter & Smith & Geo. Herrin  
Attorneys for Belle Vance.

Belle Vance

Cont. 128

E<sup>1/2</sup> S.E. 4 SW<sup>4</sup> - 28-11-18

~~40~~ acres drained

1000 feet of 6" tile has been laid.

This twenty acres has fine crops, and the surface was not wet which shows it has been drained and reclaimed.

July 24 1920

McClolland & Penine

In 1935 water came to the surface east of the tile line and 300 feet of tile was laid beginning at a new man hole as shown about 5.5 ft deep and running to a depth of 9.0 ft at the East end.

J. H. Penine  
Engs.

Contract # 128

Chas E. Vance & Bill Vance

E 2 - J.C. 28-11-18 <sup>8 W</sup>

Data available show 1000 feet of 6" tile has been laid on this land. The ground surface, this date is dry - From the appearance of the land south it would indicate that a more extensive system would be required. 4 acres drained.

June 28 - 1918

Chas E. Vance

BELLE VANCE  
E 1/2 SE SW 28-11-18.  
CONTRACT # 128.

L.T. BROWN  
W 1/2 SE SW 28-11-18  
CONTRACT # 112.

FRED TOPEL  
NE 1/4 NW 33-11-18.  
CONTRACT # 122.

July-1935 Work

M.H. → 300'-6"

Manhole  
Depth 9 ft

570  
S. 14° 35' E  
40 A.

30 A. AFFECTED

SCALE 1" = 200'

