



**CONTRACT
216**

**Vineyard Land
& Stock Co.**

Legal Description:
SWNE
NWSW

Section 26
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.

Venezuela Land & Stock Co

new sw: 20 NW.

26-11-18

State of Utah,)
) ss

action on plaintiff's said complaint as a party of the second party

By Chester C. Blair,
Asst. Secretary

Twin Falls Land & Water Co.

By W. O. Taylor, Secretary

Twin Falls Canal Company

Party of the First Part

President

BY Adam Patterson,
President

A G R E E M E N T.

THIS AGREEMENT made this 26th day of June, 1914 by and between the Vineyard Land and Stock Company, a corporation, organized under the laws of the State of Utah party of the first part and the Twin Falls Canal Company, a corporation organized under the laws of the State of Idaho, and the Twin Falls Land and Water Company, a corporation organized under the laws of the State of Utah, parties of the second part, WITNESSETH:

THAT WHEREAS it is claimed by the parties of the first part that portions of certain lands owned by said first party, same being more particularly described hereafter, have been injured as the result of water seeping and percolating into said land from the canal system of the Twin Falls Canal Company; and WHEREAS there is now pending in the District Court of the Fourth Judicial District of the State of Idaho in and for the County of Lincoln (same having been removed from the County of Twin Falls), an action wherein the said first party claims damages on account of said alleged seeping and percolating water, in which action a judgment has been rendered in favor of the first party and against the second parties from which judgment an appeal is now pending in the Supreme Court of the State of Idaho, and WHEREAS it is the desire of the parties hereto that said claim for damages and action be mutually compromised and adjusted, but without in any way admitting any liability therefor on the part of the second parties or either of them;

NOW THEREFORE in consideration of the premises, and of the payment of the sum of money hereinafter mentioned, it is hereby mutually agreed by and between the parties hereto:

(1) That there shall be paid to the first parties, or to their attorney, George Herriott, the sum of \$2500.00 one-half of which is to be paid by the said Twin Falls Canal Company and one-half of which is to be paid by the said Land and Water Company; and the execution and delivery of this agreement by the

first party hereby given as acknowledgment that the said sums have been so paid, and this instrument shall constitute a receipt for the same.

(2) That the said first party take and accept said sum of money as complete payment, satisfaction and settlement of all damages or injury accruing to the first party, by virtue of water seeping or percolating from the said canal system into, through or upon the land hereinafter described, or which has or may hereafter occur; and any and all damage or injury to the lands involved in the said action and the lands hereinafter described, resulting directly or indirectly from water seeping or percolating into, through or upon said land from the said canal system, or elsewhere, or which has or may hereafter occur; and all damage or injury to crops on said lands caused or which may hereafter be caused by such seeping or percolating water; and all damages or injury resulting from alkali or other deleterious salts which have or may hereafter rise or develop on said lands or any part thereof.

(3) It is hereby understood and agreed that said sums are taken and accepted as full and complete settlement for the judgment and all matters, subjects and claims involved in the action hereinbefore referred to; and it is understood and agreed that the first party shall cause a stipulation to be filed in said action satisfying said judgment as fully settled and paid and that a copy of this agreement shall be filed in said action as a part of said stipulation; It is furthermore understood and agreed that whereas the Supreme Court heretofore rendered a decision affirming the said judgment by afterwards granting a rehearing of the same, a stipulation shall be filed in said Court providing for and requesting that the said decision shall be withdrawn, quashed and vacated, and that the same be not published reported or filed, and not be an authority or precedent whatever.

(4) It is furthermore understood and agreed that the land now showing seepage or alkali in whole or in spots is a

tract of land totalling 130.70 acres and being a part and portion of the following description, to-wit: 3.92 acres situated and being in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 26, Township 11 South, Range 18 E. B. M. and 36.35 acres situated and being in the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) and all of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and 35.47 acres in the SE NW and 15.05 acres in NE NW said section, and all of which is below the Highline Canal of the Twin Falls Canal System; that there is annexed hereto as a part of this agreement a map marked "Exhibit A" which map sets forth the location of the said land for which this agreement applies, and said map is made a part of this agreement for the purpose of locating and indentifying the land for which settlement is hereby made.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above mentioned.

(Signed) Vineyard Land & Stock Co.

By Adam Patterson,
President

Party of the First Part

Twin Falls Canal Company

By W. O. Taylor, Secretary

Twin Falls Land & Water Co.

By Chester C. Baird,
Asst. Secretary

Parties of the Second Part.

State of Utah,)
County of Weber) ss

On this 26th day of June, 1914, personally appeared before me, S. F. Nelson, a Notary Public in and for said County, Adam Patterson, known to me to be the President of the Vineyard Land and Stock Company, the corporation signing the above and foregoing instrument and duly acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 26th day of June, 1914.

S. F. Nelson,

Handwritten notes in left margin:
S. F. Nelson
Notary Public
June 26, 1914
Twin Falls Canal Company
Twin Falls Land & Water Co.