

**CONTRACT
436**

John I. Deeds

Legal Description:
W1/2SW

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 of S
Instrument with 436
John I. Deeds

W 3/4 S W 1/4
STATE OF IOWA }
County of Twin Falls } ss 28-11-18

I hereby certify that this instrument
filed for record at the request of
Ann Bourn
at 4 minutes past
4 o'clock P. M., this 15th
day of June A. D., 1918 in my
office and duly recorded in book 4
of Agreements at
page 51
C. J. Emah
Ex-Officio Recorder,
420 P.
Deputy

Ann Bourn
Ceto
#436

Drainage Court
John I. Deeds
W. L. Brandt

#436

A G R E E M E N T.

THIS AGREEMENT, Made this 12th day of June, 1915, by and between John I. Deeds, of Twin Falls County, State of Idaho, and Bertha E. Deeds, his wife, parties of the first part, and the Twin Falls Canal Company, a corporation, party of the second part, WITNESSETH:

THAT WHEREAS, there is now pending in the District Court of the Fourth Judicial District of the State of Idaho, in and for Twin Falls County, an action entitled John I. Deeds vs Twin Falls Canal Company, in which action the said John I. Deeds, one of the parties to this agreement, seeks to recover damages to crops and for permanent injury to a portion of the West Half of the Southwest Quarter ($W\frac{1}{2}$ $SW\frac{1}{2}$) of Section Twenty-eight (28), Township Eleven (11) South, Range Eighteen (18) East, B. M., claimed to be due on account of seepage from the canals of second party; and whereas a verdict and judgment was rendered and entered in said cause heretofore in favor of the said plaintiff and against the said defendant in the sum of \$3500.00 and costs; and whereas as a part of said damage the said plaintiff claimed, and was allowed, damage to forty three acres of land on the theory that the same was entirely worthless by seepage, the portion thereof consisting of forty-three acres lying along the northwest, the north and east portions of the said eighty, the exact location and boundaries of same being contained and set forth in a map made by James A. Bybee, and introduced as an exhibit in said trial, said exhibit being annexed to this agreement as "Exhibit A" and made a part hereof; and whereas the defendant hereto has made a motion to vacate and set aside the said verdict and judgment and to grant a new trial of said cause, which said motion is now pending and undisposed of; and whereas it is the purpose and intention of the second party to appeal to the Supreme Court of the State of Idaho to grant a new trial of said cause, if same is not settled, on the ground of errors in law claimed to have occurred at the trial; and whereas it is the desire of the parties hereto to mutually settle and compromise the controversy and issues involved in the said action in lieu of said appeal:

NOW, THEREFORE, In consideration of the premises, it is hereby mutually agreed that for and in consideration of the sum of \$1788.12, the receipt whereof is hereby acknowledged, the parties hereto mutually agree that said sum shall be and the same is hereby accepted as a full and complete settlement of every and all matters included within the said verdict and judgment; and it is understood and agreed that the first parties hereto do release the second party from any and all liability or claims from damage or injury to crops on the said described land for the years 1913 and 1914, and from any and all injury to said forty-three acres of land, claimed as permanently injured, and from all claims for damage and injury to the said forty-three acres of land, of whatever kind and description, or to crops growing thereon, at present existing or hereafter occurring.

It is understood that this agreement is made and that such release is binding upon ourselves, and each of our heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the first parties hereto have set their hands this 12th day of June, 1915.

Wm Brown John I Deeds
Hugh F Smith Bertha E Deeds

STATE OF IDAHO,
COUNTY OF TWIN FALLS, SS:

On this 12th day of June, 1915, before me A. C. Hazel, a Notary Public in and for said County and State, personally appeared John I. Deeds and Bertha E. Deeds, his wife, known to me to be the persons who made and executed 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 official seal this 12th day of June, 1915.

A. C. Hazel
Notary Public.

AGREEMENT.

THIS AGREEMENT, Made this 18th day of October, 1915, by and between John I. Deeds, Bertha Deeds, wife of John I. Deeds, H. L. Brant, and M. Grace Brant, wife of H. L. Brant, 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, Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}$ $NE\frac{1}{4}$) of Section Twenty-nine (29), Township Eleven (11) South, Range Eighteen (18) East, B. M. in Twin Falls County, Idaho, - being the property of the said John I. Deeds and wife, - and the following described land, to-wit, Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4}$ $SE\frac{1}{4}$) of Section Twenty-nine (29), Township Eleven (11) South, Range Eighteen (18) E. B. M. in Twin Falls County, Idaho, - being the property of H. L. Brant and wife, - has been injured heretofore by the rising and development of seepage and underground waters; and whereas it is the claim 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 it is the desire of the parties of this agreement to mutually adjust and settle such controversy on the basis of this agreement; and whereas the said John I. Deeds has been the leasee of the lands described hereinbefore as the property of the said H. L. Brant and wife, and as such leasee claims damages against the second party for loss of crop by reason of 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 John I. Deeds the sum of \$125.00 for settlement as to his own lands above described, and the further sum of \$150.00 as settlement for the lands described above as the property of H. L. Brant, and that the said sums shall be and are hereby accepted as a full and complete payment and settlement of all damages and claims of damage for injury to crops, trees, orchard, and shrubbery now growing or heretofore grown or planted on said land, and all damages or claims of 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 permanent injury to the land described above as owned by first parties, if any, 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 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 John I. Deeds, that the said John I. Deeds will pay to the second party the sum of \$10.00 per acre for such lands 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, as the same may be applied to lands reclaimed by said system of drainage. It is furthermore understood and agreed that if the said party of the second party should by said system of

drainage reclaim the whole or any part of the said land above described as the property of the said H. L. Brant, that the said H. L. Brant will pay to the second party the sum of \$10.00 per acre for such lands 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, as the same may be applied to lands reclaimed by said system of drainage. It

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.

Geo Woods

Bertha E. Woods

H. L. Brandt

M. Grace Brandt

MAP

SHOWING LANDS AFFECTED BY SEEPAGE
BELONGING TO J.I. DEEDS.



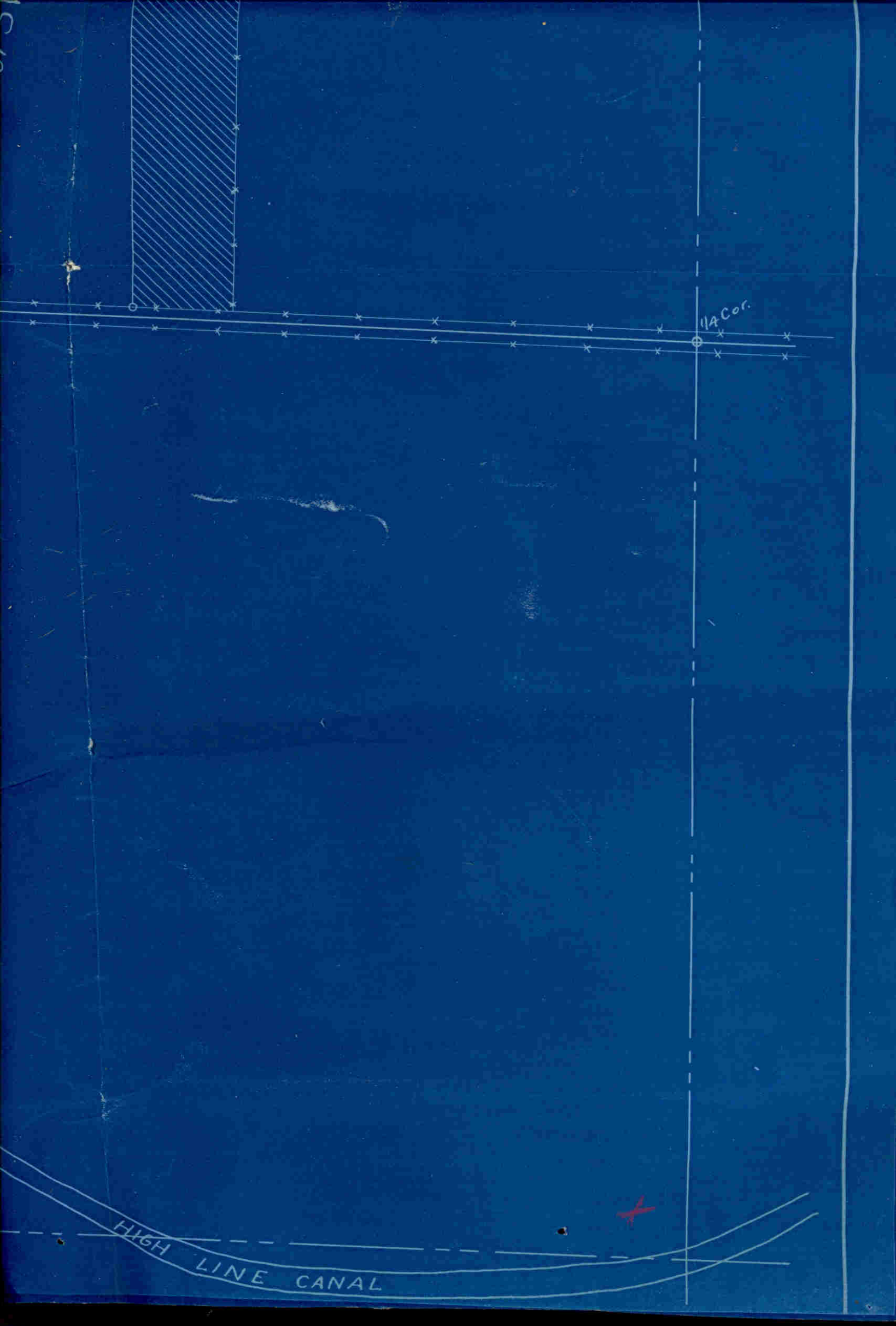
Note:- Lands affected
show by crossha

Sec. 20	Sec. 21
Sec. 29	Sec. 28

Area 5.18 Acres
SE 1/4 of the NE 1/4
of Sec. 29.

s affected by seepage
by crosshatching.

1/4 Cor.



114 Cor.

HIGH LINE CANAL