



**CONTRACT
112**

L.T. Brown

Legal Description:
SENW
SESW

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.

Cypressessent
112
R. J. Brown

Drainage
Sept 20, 1915

Sees 22 & 28, 11-18

S. E. New:

S. E. New:

A G R E E M E N T

THIS AGREEMENT, Made this 20th day of September, 1915, by and between L. T. Brown and W. B. Schewe ~~Brown, 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:

THAT whereas, the following described land, to-wit, Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4} NW\frac{1}{4}$) of Section Thirty-three (33), and the West Half of the Southeast Quarter of the Southwest Quarter ($W\frac{1}{2} SE\frac{1}{4} SW\frac{1}{4}$), and the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4} SW\frac{1}{4}$) of Section Twenty-eight (28), Township Eleven (11) South, Range Eighteen (18) 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 there has been filed and is now pending in the District Court of Twin Falls County, State of Idaho, an action wherein L. T. Brown 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 parties the sum of \$1300.00 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, and all damages involved in said action, so far as claimed on said land, except permanent injury thereto.

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, ^{on land so reclaimed} 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, or any part thereof. It is understood also, that in the event said seeped land is drained or reclaimed in whole or in part by means of said drainage system the first parties will pay to second party the sum of \$10.00 ^{per acre} for such land as has been drained or reclaimed.

L.T. Brown

Court # 112

S.E. NE, 33-11-18 and

W $\frac{1}{2}$ S.E. S.W., NE-S.W. 28-11-18

45 Acres affected.

Lynnau's notes show the following tile laid.

8"	10"	12"
1034'	700'	100'

About 1000' of 6" tile laid since on the
W $\frac{1}{2}$ S.E.-S.W. - 28-11-18.

The drains have done a great deal of good and the water level seems to be lower than last year but Mr Brown says the check in Lateral # 2 keeps his northeast corner wet below the lateral. When the lateral is kept clean the seepage doesn't show up.

Water in test well # 1 five feet below surface
" " " hole # 2 - 5'-8" " "

On the S.E. N.E.;-33 There is a good stand of Alfalfa on the entire piece but the water is so near along the east side that the crop grows only about one foot high.

It seems that more drains will be necessary

Sept. 14-1920.

L.H. Perrine

Contract # 112

J. J. Brown

Kimberly Pooks.

SE 1/4 33-11-18 + W 2 SE 1/4 SW 1/4 + 1/2 1/2 28-11-18

Data in the company office shows that the following tile drain was constructed:-

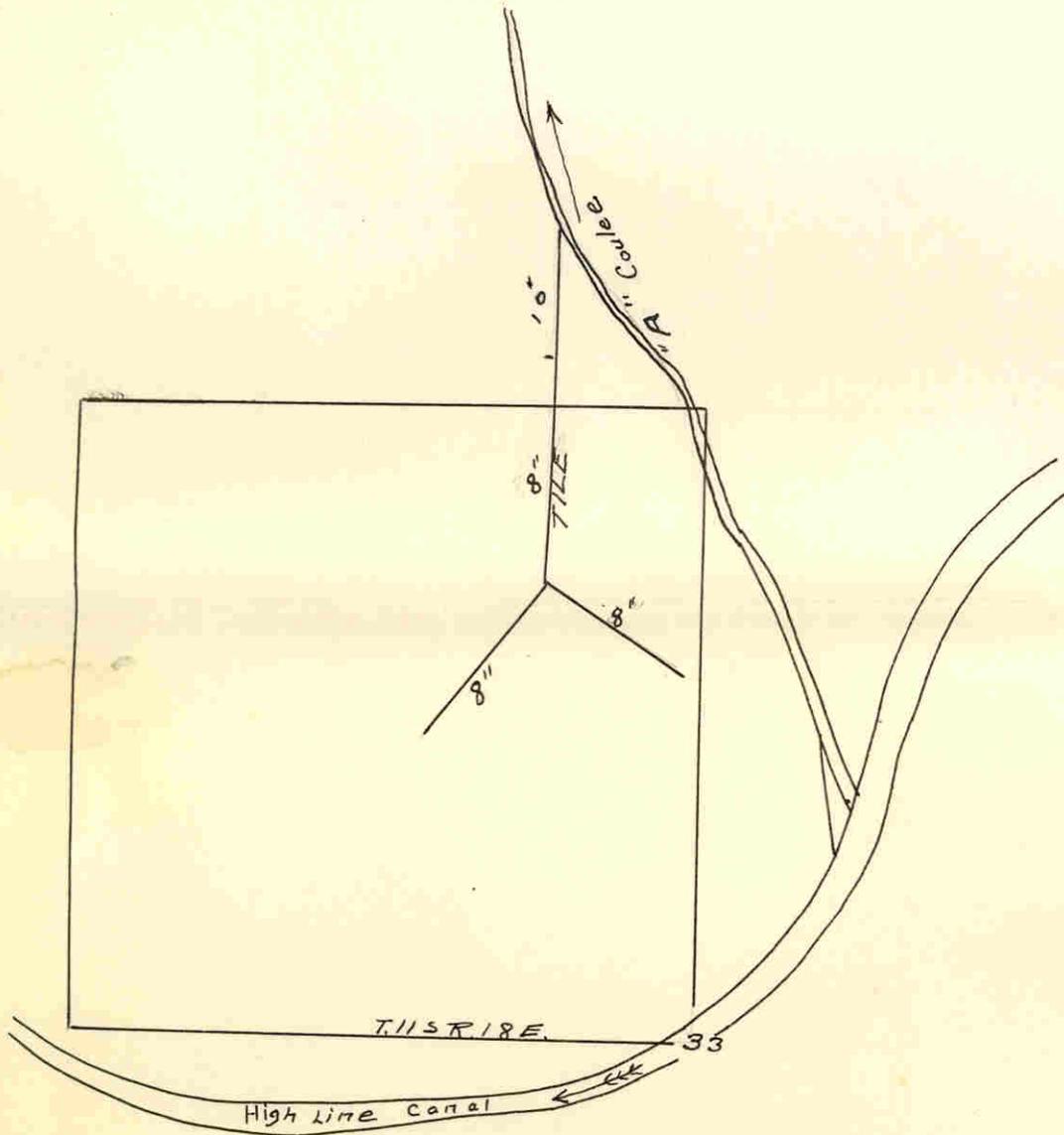
8"	10"	12"
1034'	700'	100'

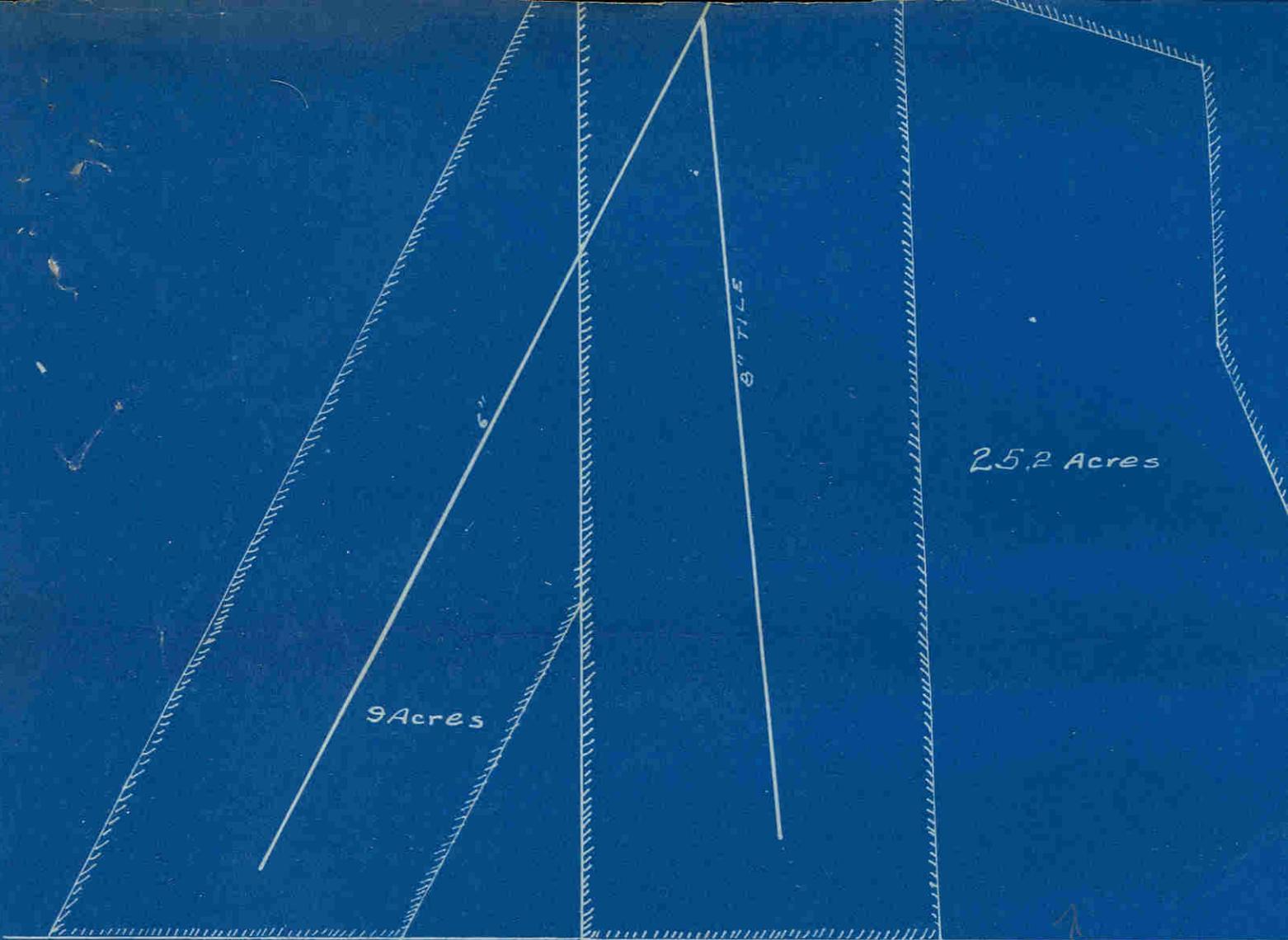
Inspections this date are that the work is not extensive enough to successfully drain the land. Approximately 45 acres affected.

June 28-1918

W. J. Davis

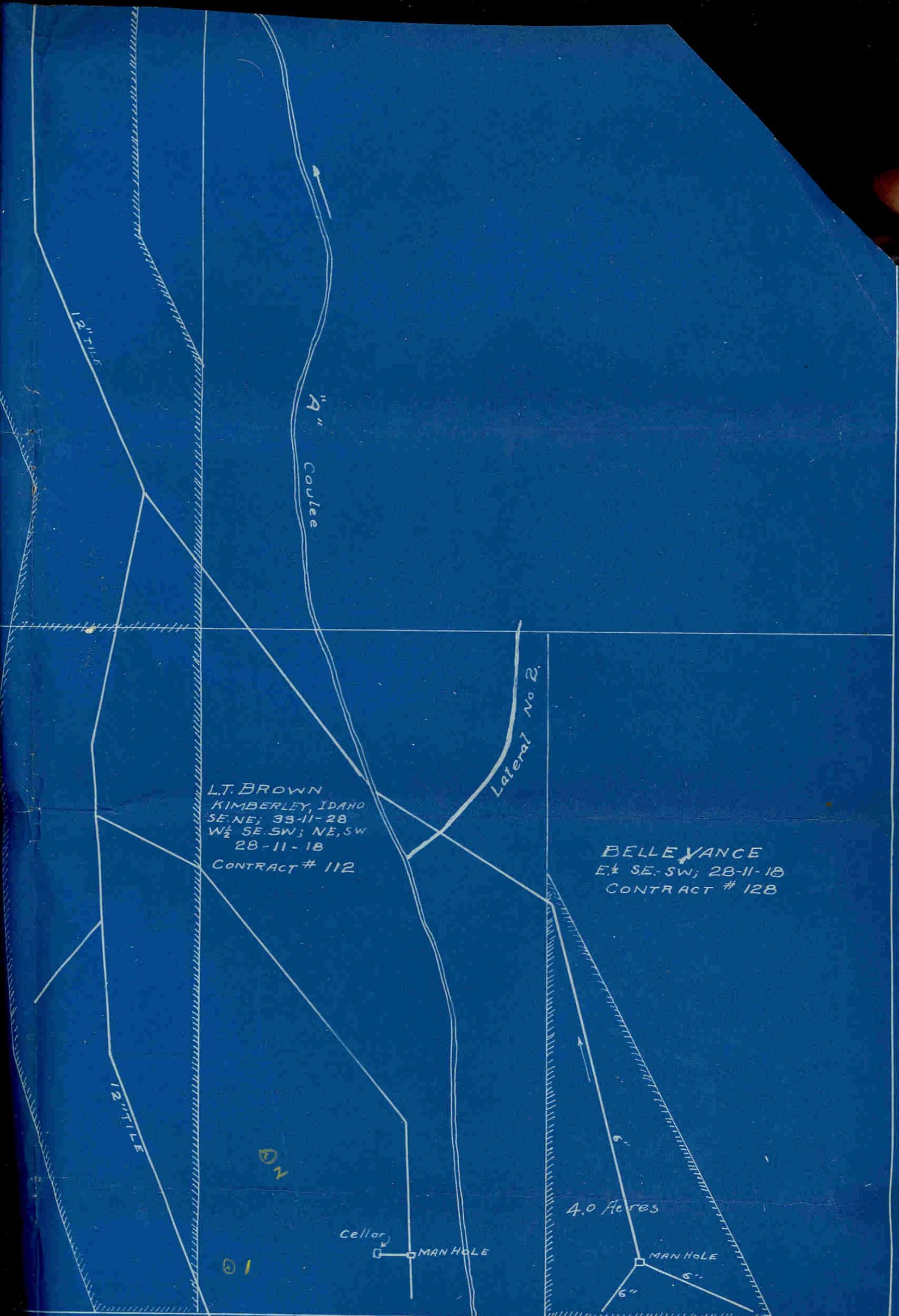
SKETCH MAP of S.E. N.W. 33-11-18.
L.T. BROWN CONT. NO. 112
from
Lyman's Sketch (Page 34)





JOHN DEEDS
W $\frac{1}{2}$ SW: 28-11-18.
SE. NE 29-11-18.
JOB # 157.

10.4 Acres



L.T. BROWN
 KIMBERLEY, IDAHO
 SE. NE; 33-11-28
 W 1/2 SE. SW; NE, SW
 28-11-18
 CONTRACT # 112

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

9" Coulee

Lateral No. 2.

12" TILE

12" TILE

4.0 Acres

cellar
 MAN HOLE

MAN HOLE

6"

6"

6"