















CONTRACT  
124

W.D. Stark

Legal Description:  
NENW

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.

# 124

W. D. Stark

NE NW:

28-11-18

## A G R E E M E N T.

THIS AGREEMENT, Made this 14<sup>th</sup> day of October, 1915, by and between W. D. Stark, 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, Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) Section Twenty-eight (28), Township Eleven (11) South, Range Eighteen (18) E. B. M., 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 therefor 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; and whereas the party of the first part has heretofore been the leasee of certain lands owned by one J. A. Young, Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ), Section Twenty-one (21), Township Eleven (11) South, Range Eighteen (18) E. B. M, which land has also been seeped and certain crops injured by seepage waters, and for which the first party likewise claims damage against second party:

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 \$311.00 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 described above as owned by first party, 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 described above as owned by the first party, 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 destructions of the said land, on lands reclaimed, described above as owned by the first party.

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.

*Witness: Mrs. Brown*  
*Twin Falls Canal Co. W. D. Stark*  
*W. O. Saylor*

W. D. Stark,  
Kimberley, Idaho.

Cont. #124

N.E. - N.W. - 28-11-18.

Murphy's notes show the following  
lines of tile drains

10" , 8" , 6"  
515'      804'      640

There is <sup>an</sup> well sixty five ft. deep  
which is flowing some water. It  
is tapped into the 10" drain.

These drains have made a vast  
improvement in the condition of the  
land. He had fairly good crops  
on land that had been a bog before.

There are some wet places on this  
land yet, mostly south of the main  
tile line. These have either killed out  
the alfalfa or prevented it from getting a  
start. It seems that more tile will  
have to go in south of this land.

The test holes show the water as follows.

Test hole	# 1	- mud -	4' 0"	from surface.	
"	"	# 2 - shale -	1' 6"	"	"
"	"	# 3 - water	3' 9"	"	" ← <sup>no mud.</sup> 2 ft. higher than bottom land
"	"	# 4 - water	5' 0"	"	"
"	"	# 5 - water	3' 6"	"	"

Sept 14 1920

L. A. Perrine

Contract # 124

W. S. Stark

Kimberly Pools.

NE<sup>4</sup> NW<sup>4</sup> 28-11-18.

Data available shows that 998 feet of 6" <sup>tile</sup> and 584 feet of open drain has been constructed on this land.

This work has improved the condition of the land to a great extent but is not extensive enough to effectively drain all this land. More drains will be required. Approximately 20 acres are affected.

June 28 - 1918

W. S. Stark

get map of work done for

WALTER D. STARK  
 KIMBERLEY IDAHO  
 N.E. NW, 28-11-18  
 CONTRACT # 124

#1  
 0

#2  
 0

20 ACRES  
 #5

#4

804'

6"

6"

10" Well

575'

*Mrs. Rodda*

W. HOWARD

10" TILE

1220'

MAN HOLE

15"

1" x 1"

10"

12" TILE

10"

8"



W & J. HOWARD  
KIMBERLEY, IDAHO  
S. 1/2 NW; 28-11-18.  
CONTRACT #127.

40 Acres

Coulee

12" TILE

MAN HOLE

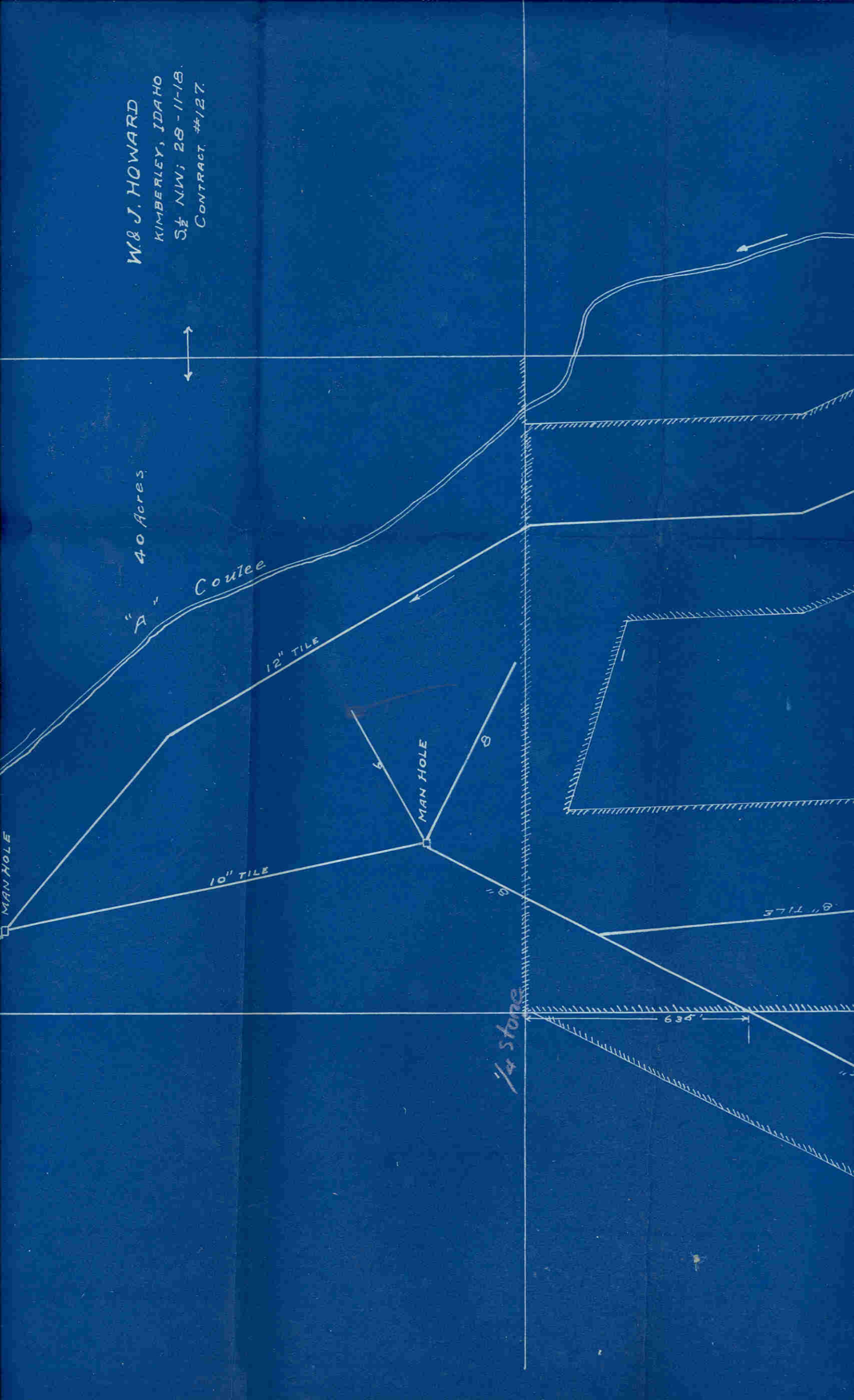
10" TILE

8" TILE

1/4 stone

634'

MAN HOLE



KIMBERLEY, IDAHO  
S 1/2 NW; 28-11-18  
CONTRACT #127

