

# CONTRACT 43

W.M. Baldwin

Legal Description:  
Pt E1/2SW

Section 9  
Township 10 South  
Range 17 East

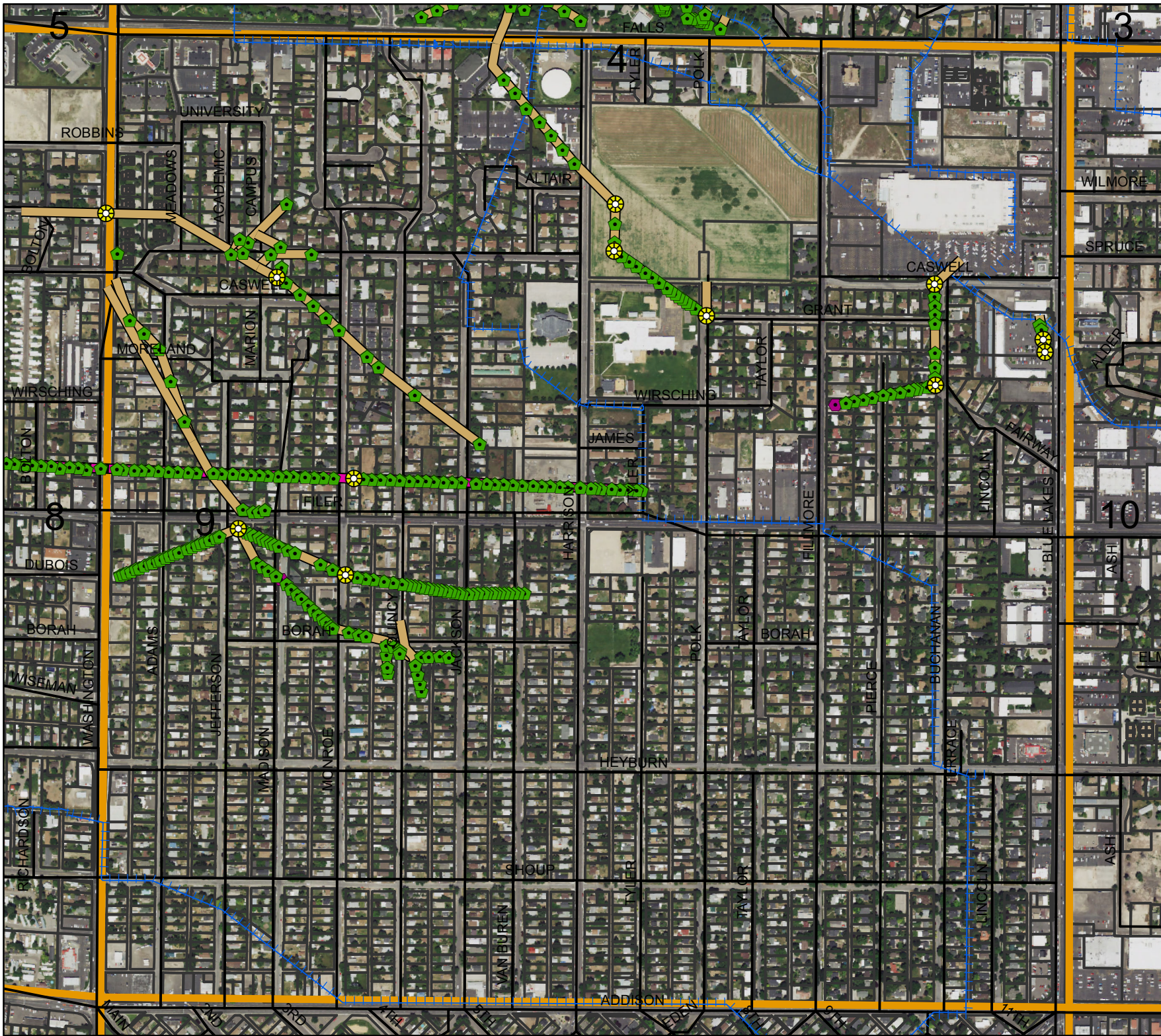
**Legend**

- Man Holes
- Observation Wells
- Tunnel Portals
- Vertical Shafts
- Wells
- Drains
- Tunnels
- City Limits
- Canals
- Roads
- Section Line
- Parcels



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Created: 8/2016



# AGREEMENT

43

## WELL DRAINAGE

TWIN FALLS CANAL COMPANY,  
Party of the First Part.

*W. M. Baldwin*

Party of the Second Part.

Sec. 9 Tp. 10 R. 17

1/2 6

1913

*Pt E 1/2 Sw,*

# AGREEMENT

This Agreement, Made this 26<sup>th</sup> day of November 1915  
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,  
party of the first part, and W. M. Baldwin

party of the second part, witnesseth:

Whereas, the following described land, to-wit: The N<sup>1</sup>/<sub>2</sub> of the W<sup>1</sup>/<sub>2</sub>  
and the North 1/2 of the West 1/2 of the East 1/2 of  
the SW 1/4 of the NW 1/4 of Sec 9-30, 10 & R 17, E 30, M.  
in Twin Falls County, Idaho, is at present being injured by seepage; and, whereas,  
the first party is about to bore one or more wells on or near said land under the  
direction of W. J. Sloan, a drainage engineer, for the pur-  
pose of determining the effect of such wells in draining said seeped land;

Now therefore, in consideration of the premises, it is hereby agreed:

(1) That the first party may at its option and under the direction of said en-  
gineer bore one or more wells on or near said land, the number, size, depth, character,  
and location to be designated by said engineer, that the first party shall have the right  
to enter on said lands and do and perform any and all things reasonably necessary in  
the ~~interest~~ interest of said engineer in the furtherance of said work.

(2) The cost of boring said wells shall in the first instance be borne by the  
first party; but, the second party agrees to reimburse the first party to the extent of  
Fifteen dollars (\$ 15<sup>00</sup>) per acre for any and all lands drained,  
the number of acres, if any, to be determined by the said engineer.

(3) It is understood that the first party does not in any wise admit or ac-  
knowledge that the seepage hereinbefore referred to or any part thereof, is the result  
of any neglect or other act or omission on the part of the first party, or that it is in any  
wise responsible for same, or that the first party in any wise admits or acknowledges  
a liability on account of same, or liability or responsibility to install the said or any  
system of drainage, or the right to second party to damage.

(4) It should be understood that should a flow of water be obtained by rea-  
son of said well, the same shall be subject to the use of the first party for irrigation,  
and second party will grant to the first party a free easement and right of way for  
ditches or waterways necessary to carry said water to the place or places desired by  
first party in order to utilize or dispose of same.

In Witness Whereof, the first party has caused the same to be executed by the  
hand of its secretary; and, the second party has set his hand the day and year  
first above written.

TWIN FALLS CANAL COMPANY,

By W. J. Sloan Secretary

W. M. Baldwin

WM. BALDWIN

Contract # 43

This is additional work on this contract.

Work commenced November, 1919, completed April, 1920.

Tile laid 900 feet. 15" tile.

No additional wells drilled.

Acreage drained 15.0 acres

This acreage is included in the previous tract of 15 acres, which was ~~partially~~ drained by the 8" line.

June 1920.

C. A. McClelland

Contract # 43

W. M. Baldwin

Twin Falls, Ida.

N<sup>2</sup>W<sup>2</sup> & N<sup>2</sup>W<sup>2</sup>E<sup>2</sup> SW<sup>4</sup> NW<sup>4</sup> 9-10-17

This work was done during the winter of 1915 & 1916.

Data available in the company office show that 6 wells have been drilled on Baldwin's place and the following tile laid:-

8"	10"	15"
360 ft.	870 ft.	80 ft.

At present water raises into the cellar on this place. The owner testifies that the surface of the ground does not get wet & thinks the water in the cellar is due to the congested condition of the <sup>main</sup> tile line off of Kingsbury. This congested condition is due to surface water entering the line near Kingsbury's south line. Average affected 15.

June 13-1918

Oldaris

LAND DRAINAGE

TWIN FALLS CANAL COMPANY  
SEASON  
1915 & 1916.

80 A.

29 A. DRAINED.

NATH. KOENIG  
T. F.  
W2W2 SE. NY.  
9-10-17  
CONTRACT # 45.

B. F. NORTH  
T. F.  
W2E2+E2W2  
SE. NY. 9-10-17  
CONTRACT # ?

ENIG  
F  
5Y. NY.  
7-17.  
RACT # 44

785 A.

91. A.

85 A. 20 A.

20 A.

10 A.

98-Job

80 A.

29 A. DRAINED.

NATH KOENIG  
T. F.  
W<sup>2</sup> W<sup>2</sup> SE. NY.  
9-10-17  
CONTRACT # 45.

B. F. WORTH  
T. F.  
W<sup>2</sup> E<sup>2</sup> + E<sup>2</sup> W<sup>2</sup>  
SE. NY. 9-10-17  
CONTRACT # ?

785 F.

91. F.

# 98-Job

20 A.

10 A.

20 A.

— KOENIG —

— WORTH —

— MOCH. —

51A  
813

N.W. 1/4 Sec. 9-10-17.

- WELLS
  - ⊕ TEST PITS
  - DRAINS
- Scale - 1" = 200'

F.E. BEATTY  
TWIN FALLS  
N<sup>2</sup> N.W. 9-10-17  
CONTRACT # 35.

W.M. BALDWIN  
TWIN FALLS  
N<sup>2</sup> W<sup>2</sup> + N<sup>2</sup> W<sup>2</sup> E<sup>2</sup> SW NW  
9-10-17  
CONTRACT # 43.

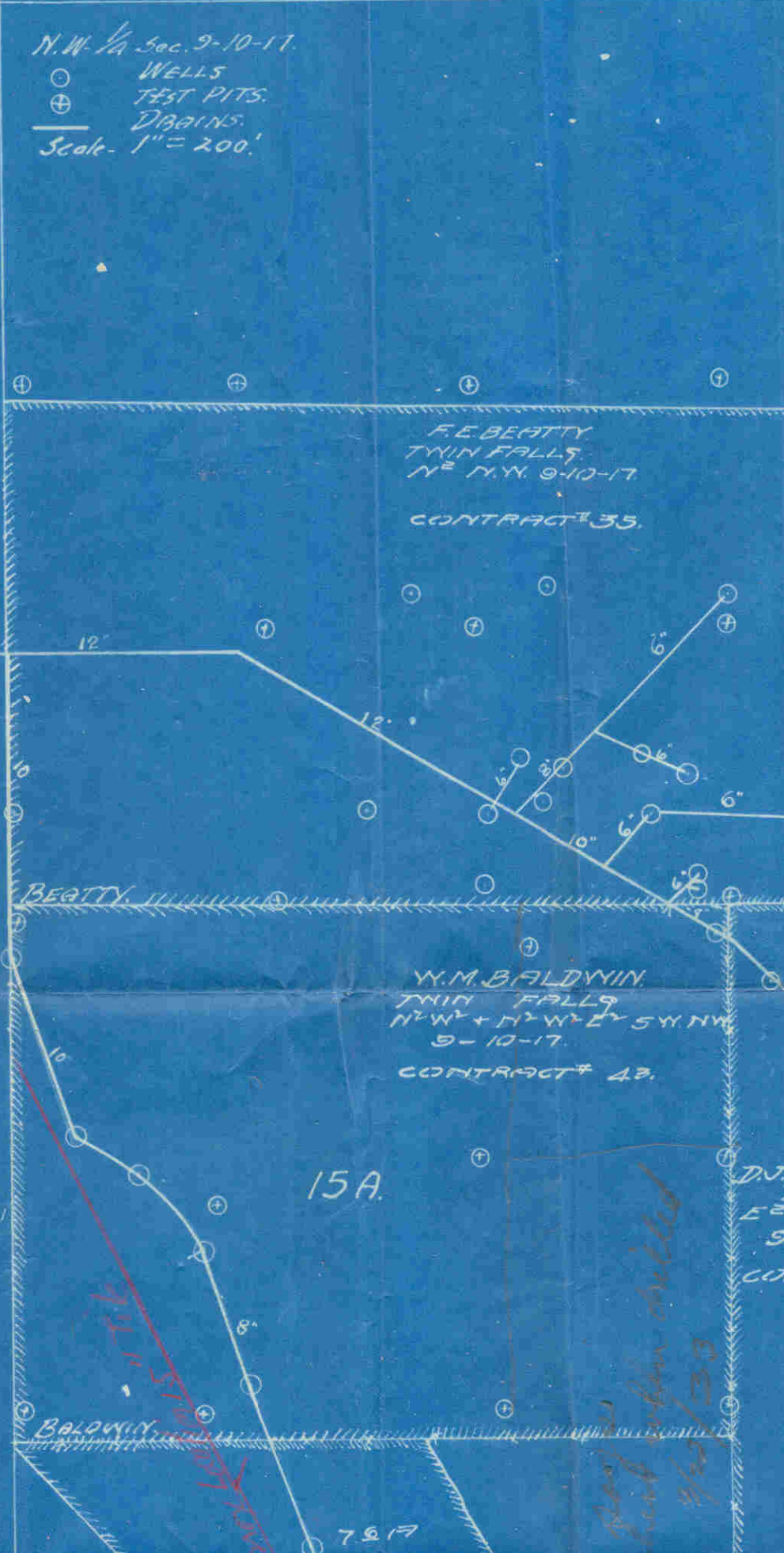
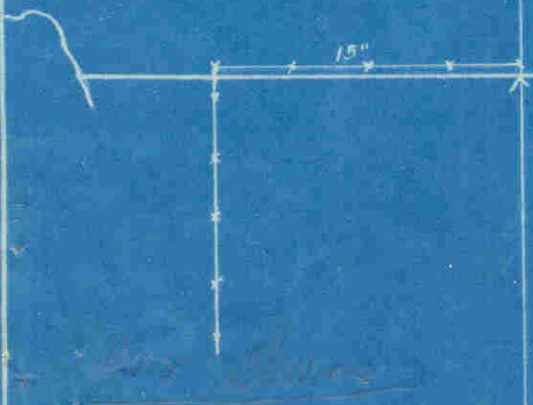
15A.

BALDWIN

*Back to 15A*

*Red line  
about when drilled  
9/20/33*

7517





F.E. BEATTY  
TWIN FALLS  
N<sup>2</sup> N.W. 9-10-17.

CONTRACT # 35.

W.M. BALDWIN  
TWIN FALLS  
N<sup>2</sup>W<sup>2</sup> + N<sup>2</sup>W<sup>2</sup> E<sup>2</sup> S<sup>2</sup> N.W.  
9-10-17.

CONTRACT # 43.

BEATTY.

BALDWIN.

H.J. KINGSBURY  
TWIN FALLS,  
PT. 5<sup>th</sup> N.W. N.Y. 9-10-17

CONTRACT # 48.

- KINGSBURY -

15A.

15A.

7617

*Handwritten in red:*  
Tik  
12' 1/2

*Handwritten in blue:*  
Jim...  
Well...  
9-10-17

D.J. K...  
T...  
E...  
9-10-17  
CONT...

