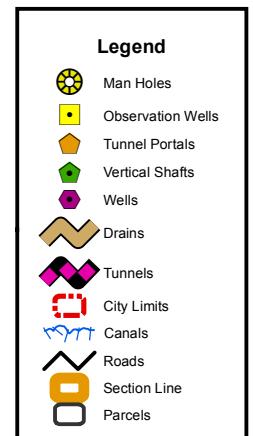


CONTRACT
44
D.J. Koenig

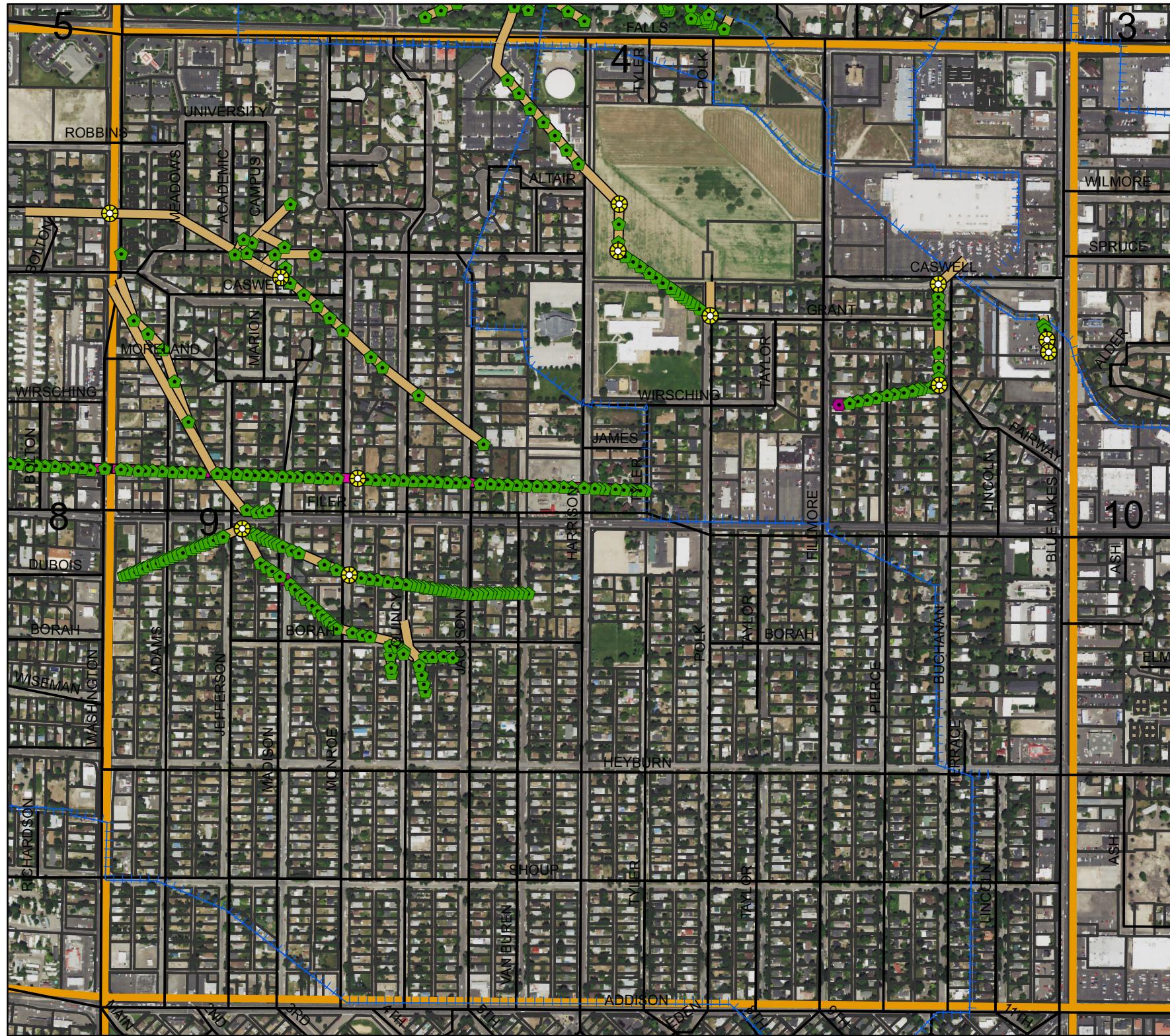
Legal Description:
E1/2SWNW

Section 9
Township 10 South
Range 17 East



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.

Created: 8/2016



44

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

D. J. Kaeding

Party of the Second Part.

E. Swanson

Sec. 9 Tp. 10 R. 17

Nov. 26 1910

Pt. two mo.

AGREEMENT

This Agreement, Made this 26th day of November, 1915

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and

David J. Koenig
Twin Falls, Idaho

party of the second part, witnesseth:

Whereas, the following described land, to-wit: The East 1/2
of the East 1/2 of the SW 1/4 of the NW 1/4
of Section 9 Tp 10 S R 17 E Dm.
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. G. 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 engineer 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 judgment 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 (\$15.00) 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 acknowledge 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 reason 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. O. Taylor Secretary

David J. Koenig

Contract #44

David J. Koenig

Twin Falls Idaho.

E² E² SW NW 9-10-17

Three wells have been drilled on this land,
200 feet of 6" and 250 feet of 8" drain tile laid.
Indications at present are that the work
has successfully drained this land.
The acreage drained is 7 85.

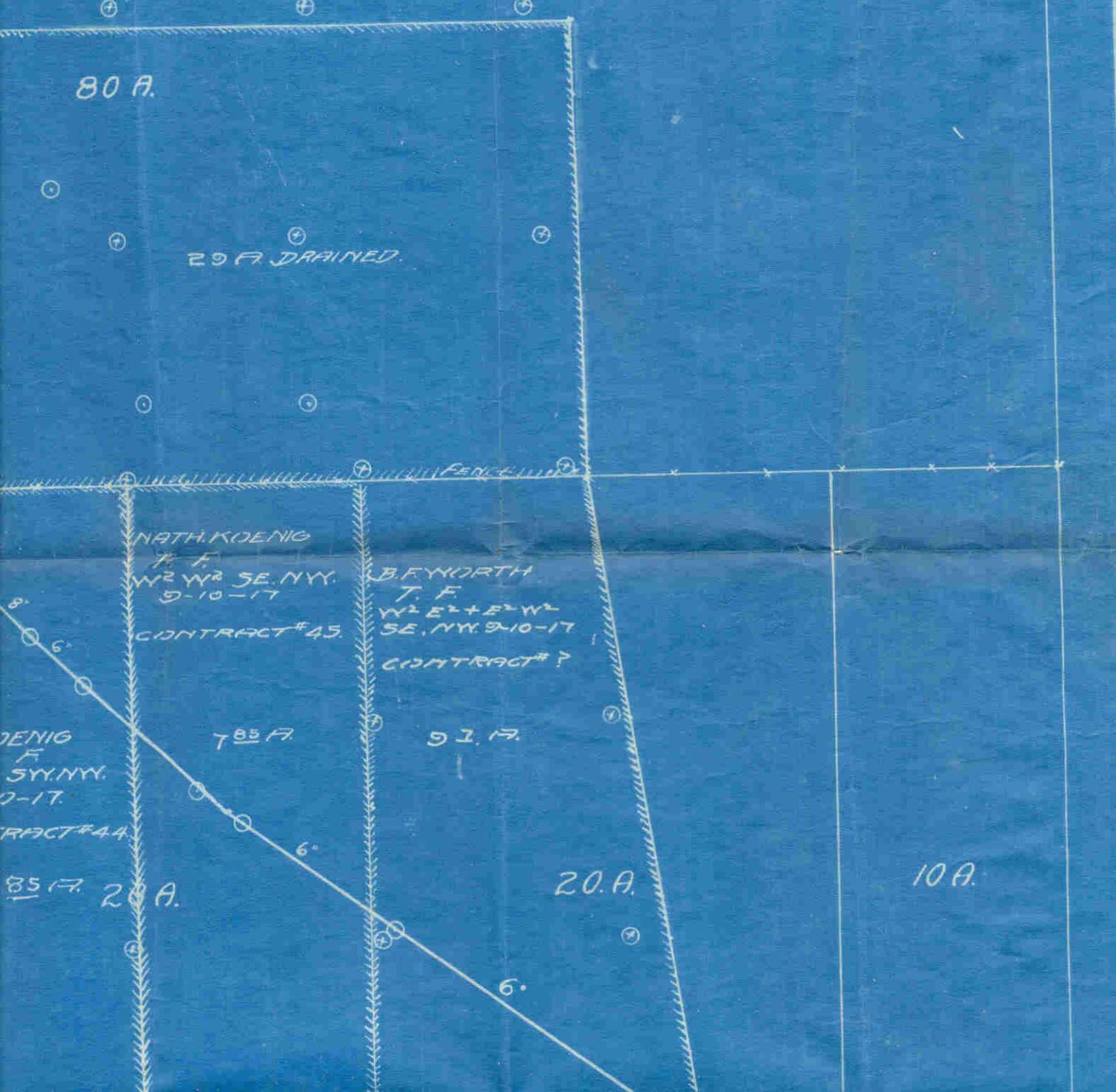
June 13-1918

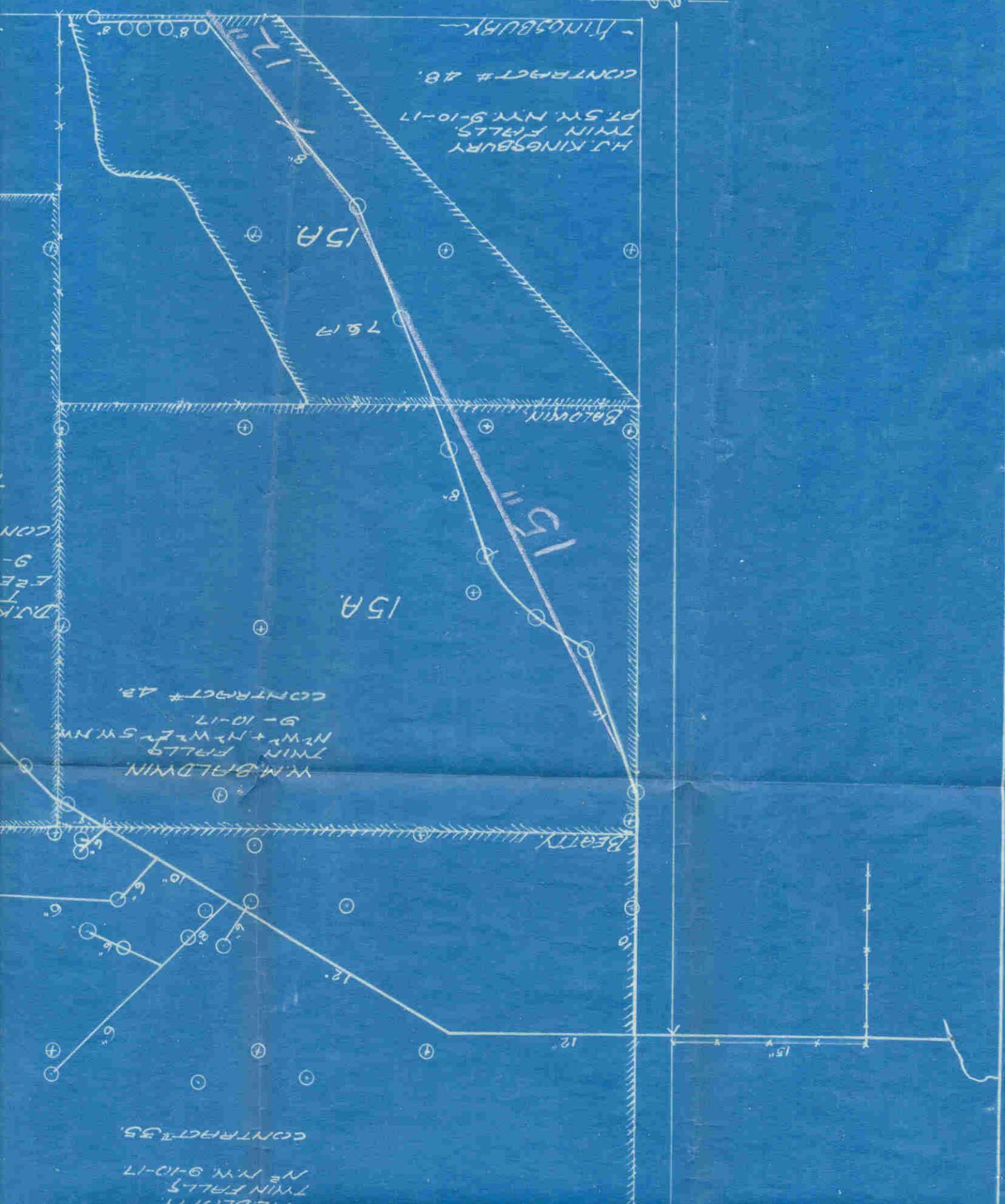
Ottavis

57³ ft. to east A.

LAND DRAINAGE
TWIN FALLS CANAL COMPANY
SEASON
1915 and 1916.

contract #44

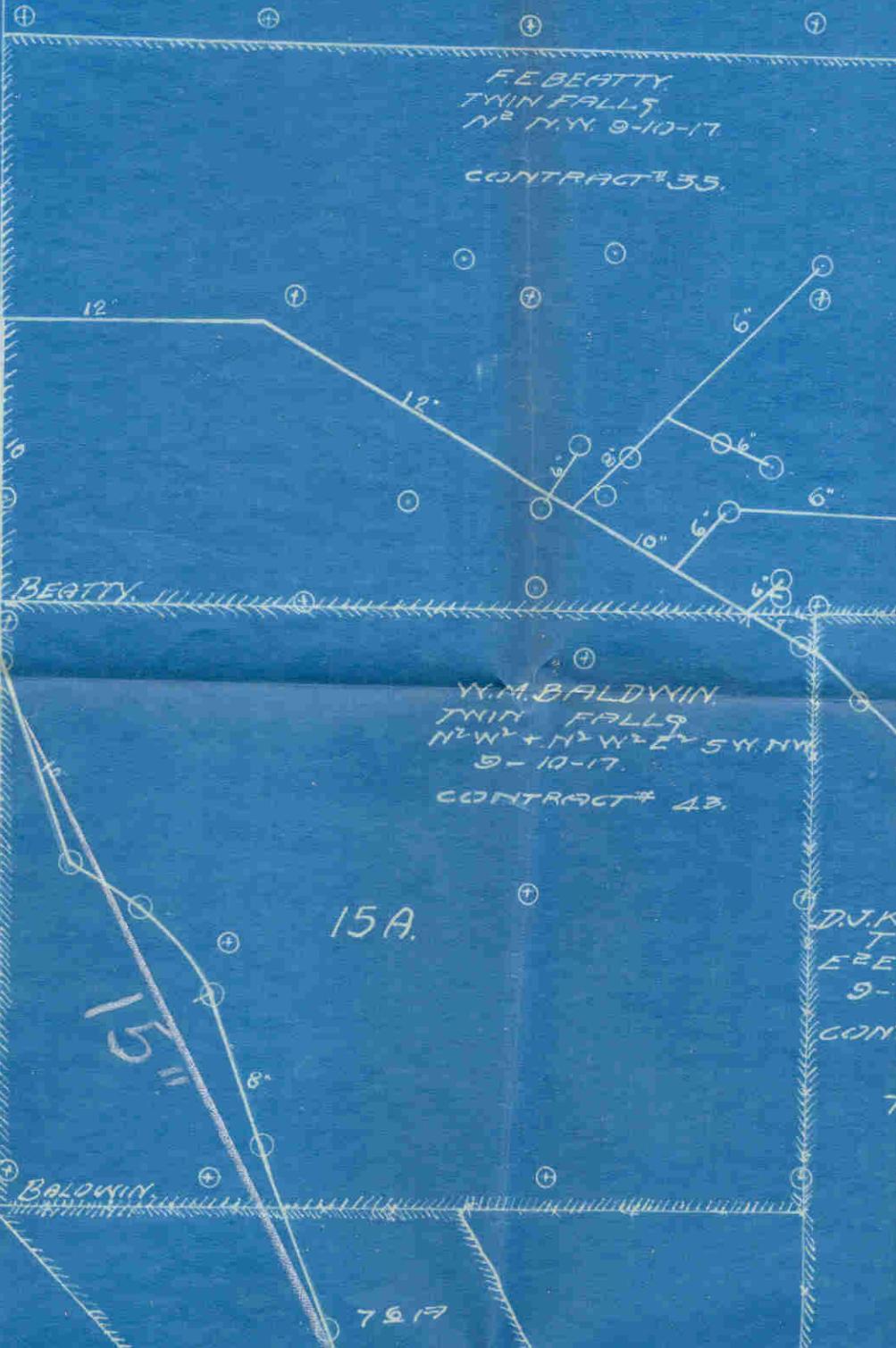




514
89

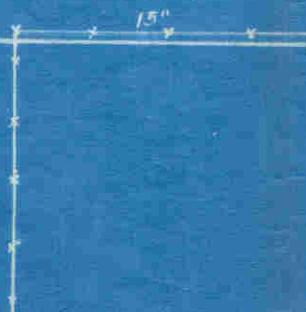
N.W. 1/4 Sec. 9-10-17.

WELLS
TEST PITS.
DRAINS.
Scale. 1" = 200'.



TWIN FALLS
N^W NW. 9-10-17.

CONTRACT # 35.



BEATTY.

15A.

W.M. BALDWIN.
TWIN FALLS
NW² + NW² SW² SW²
9-10-17.

CONTRACT # 43.

DNK
T
EZE
9-
CON

H.J. KINGSBURY
TWIN FALLS,
PT. 5 YY. N.Y.Y. 9-10-17

CONTRACT # 48.

- KINGSBURY -

0 0

0 8' 0 0 0 0 8'