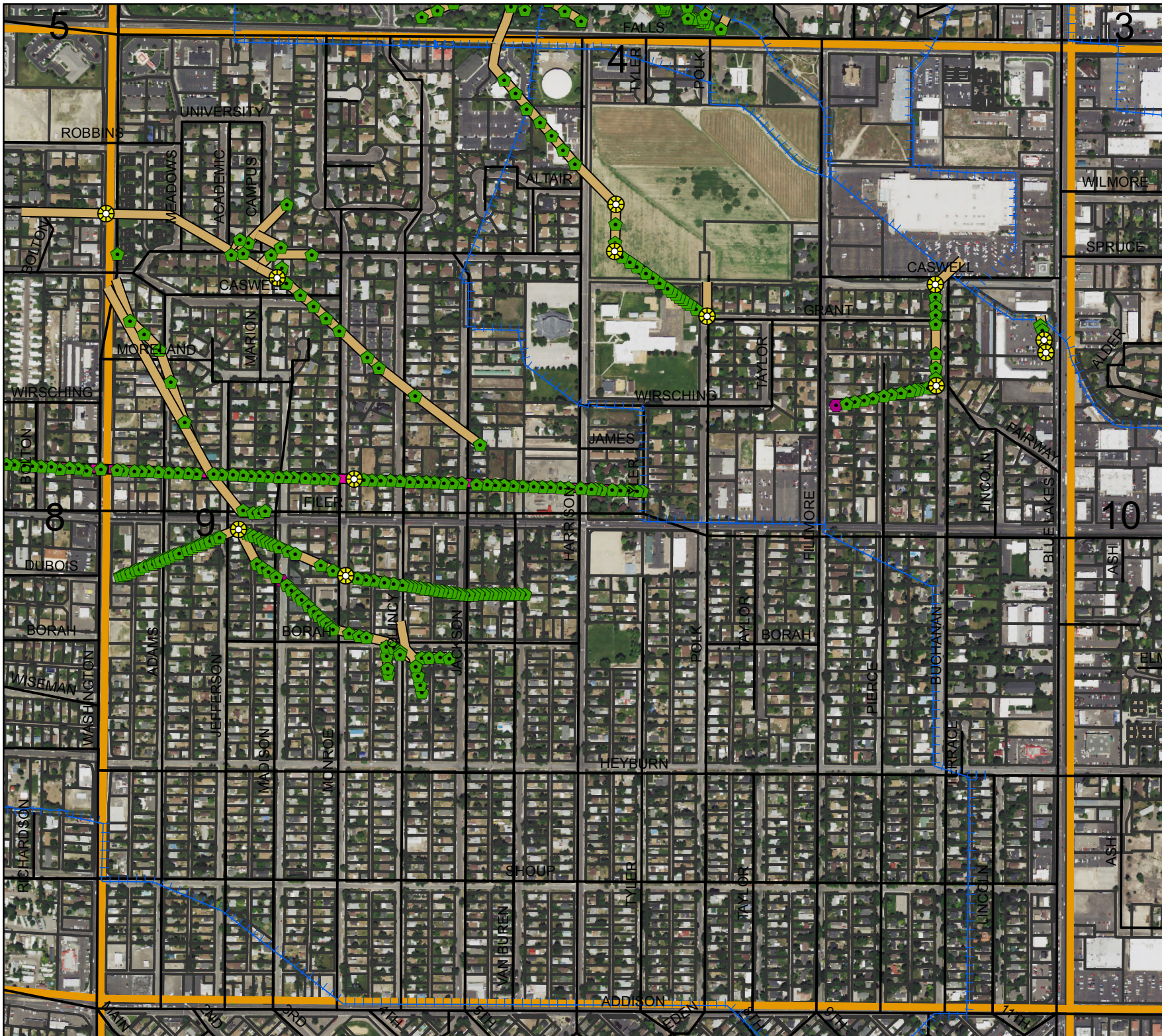


# CONTRACT 48

H.J. Kingsbury

Legal Description:  
SWNW

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



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

## WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

*H. Kingsbury*

Party of the Second Part.

Sec. 9 Tp. 10 R. 17

12  
24 1915

*See memo.*

# AGREEMENT

This Agreement, Made this 24<sup>th</sup> day of December 1915

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,

party of the first part, and Harry J. Kinsbury  
of Twin Falls Ida

party of the second part, witnesseth:

Whereas, the following described land, to-wit: Part of the  
SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 9. Tp 10 S  
R. 17 E B. 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. G. Sloan, a drainage engineer, for the purpose 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<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 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. G. Taylor Secretary

H. J. Kinsbury

Contract # 48

H. J. Kingsbury  
Twin Falls, Idaho.

Part No. 714 9-10-17

This work was done during the spring  
of 1916. Seven wells were drilled  
and 930 feet of 8" drain tile laid.

Investigation about June 1, 1918 show  
some signs of water east of the drain -  
At the time it was difficult to ascertain  
the true condition since a big head  
of waste water was flooding the land

June 20 1918

C. A. Smith

H. J. KINGSBURY LAND

Twin Falls, Idaho.

Contract #48.

For Part SW-NW; 9-10-17.

This is additional work to that done in spring 1916.

Work commenced November, 1919, completed April, 1920.

Amount of tile laid 1100 feet, 15" , and 200 feet, 12" tile.

No additional wells drilled.

Amount of land drained

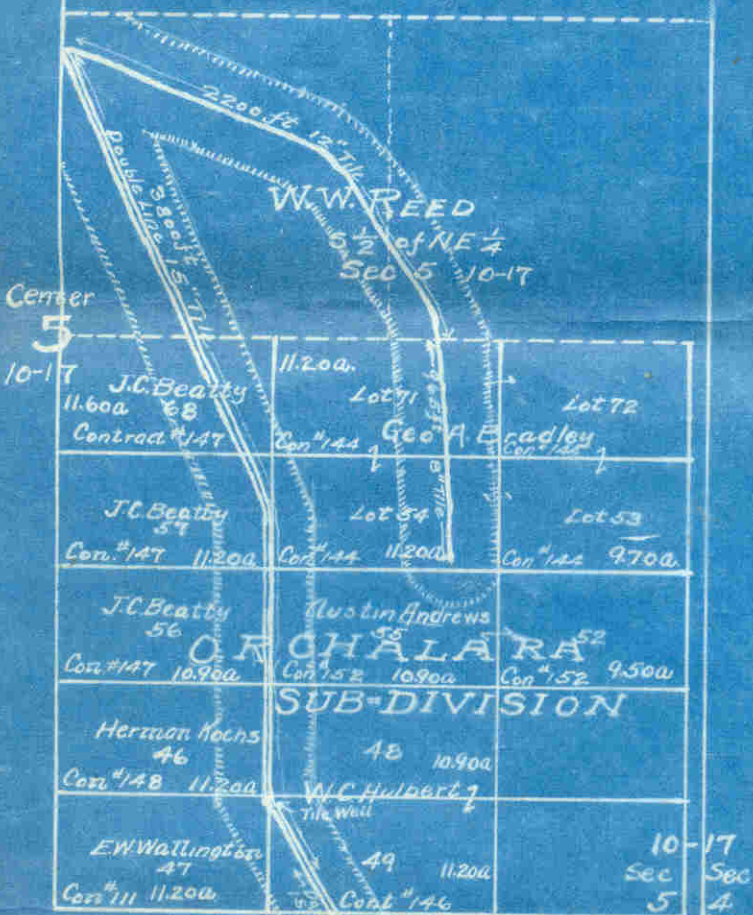
7.6

~~6.3~~ acres.

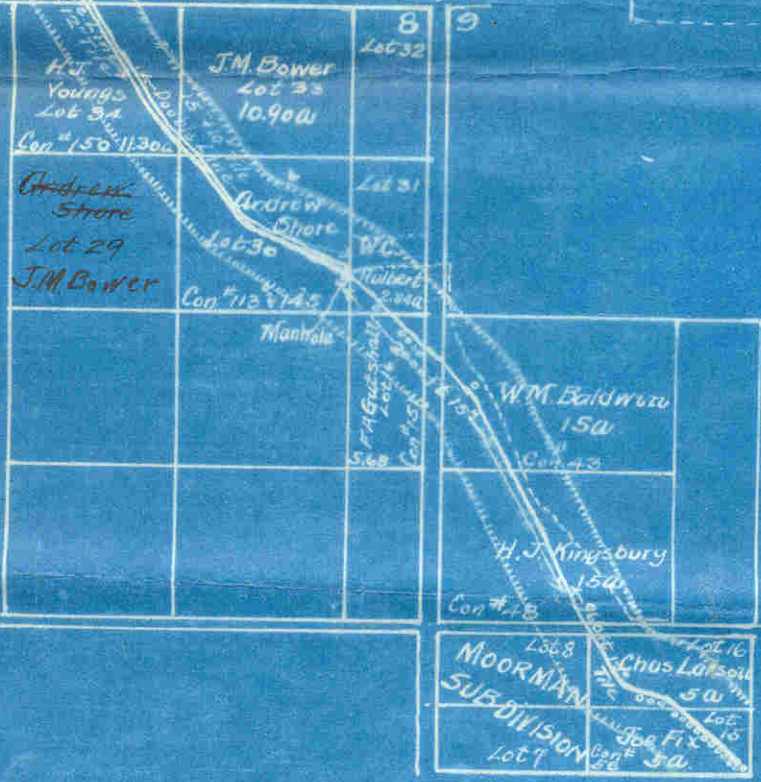
This acreage is included in the former calculation of ~~15~~ 7<sup>6</sup> acres and is not an additional amount.

C. G. Mc Clelland





Name	No. of Contract	Lot	Acres Drained	Totals
Austin Andrews	152	55	3.1	
J.C. Beatty	147	56	2.4	
" "	"	57	2.9	
" "	"	68	4.7	10.0
G.A. Bradley	144	54	6.2	
" "	"	71	4.7	10.9
J.M. Bower	No. Cont.	33	1.7	
" "	"	29	0.3	2.0
F.A. Gutshall	151	16	1.8	
W.C. Hulbert	No. Cont. 146	48	2.0	
" "	146	49	4.2	
" "	No. Cont.	31	2.3	8.5
Herman Kochs	148	46	2.4	
Andrew Shore	145	30	6.2	
E.W. Wallington	111	47	0.9	
H.J. Youngs	150	34	5.4	
W.W. Reed	No. Cont.	55	21.2	
" "	No. Cont.	56	5.0	26.2
W.M. Baldwin	43	Sec. 9	7.6	
H.J. Kingsbury	48	Sec. 9	6.3	
MOORMAN A. DD.				
Joe Fix	58	15	4.0	
Chas. Larson	No. Cont.	16	2.6	
E.M.M. Clergy	No. Cont.	8	0.7	



Plat of  
Orchalara Drainage  
Scale 300' = 1"



54  
83

N.W. 1/4 Sec. 9-10-17.  
○ WELLS  
⊕ TEST PITS.  
— DRAINS.  
Scale - 1" = 200'

F. BEATTY.  
TYNIA FALLS.  
N.E. 1/4 Sec. 9-10-17.  
CONTRACT # 35.

W. M. BALDWIN.  
TYNIA FALLS.  
N.W. 1/4 Sec. 9-10-17.  
CONTRACT # 43.

15A.  
15a found



D.J.K.  
T  
E.E.  
9-  
CON

7217

LAND DRAINAGE

TWIN FALLS CANAL COMPANY

SEASON

1915 & 1916.

80 A.

29 A. DRAINED.

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

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

KOENIG  
T. F.  
E<sup>2</sup> SW. NW.  
9-10-17.  
CONTRACT # 44

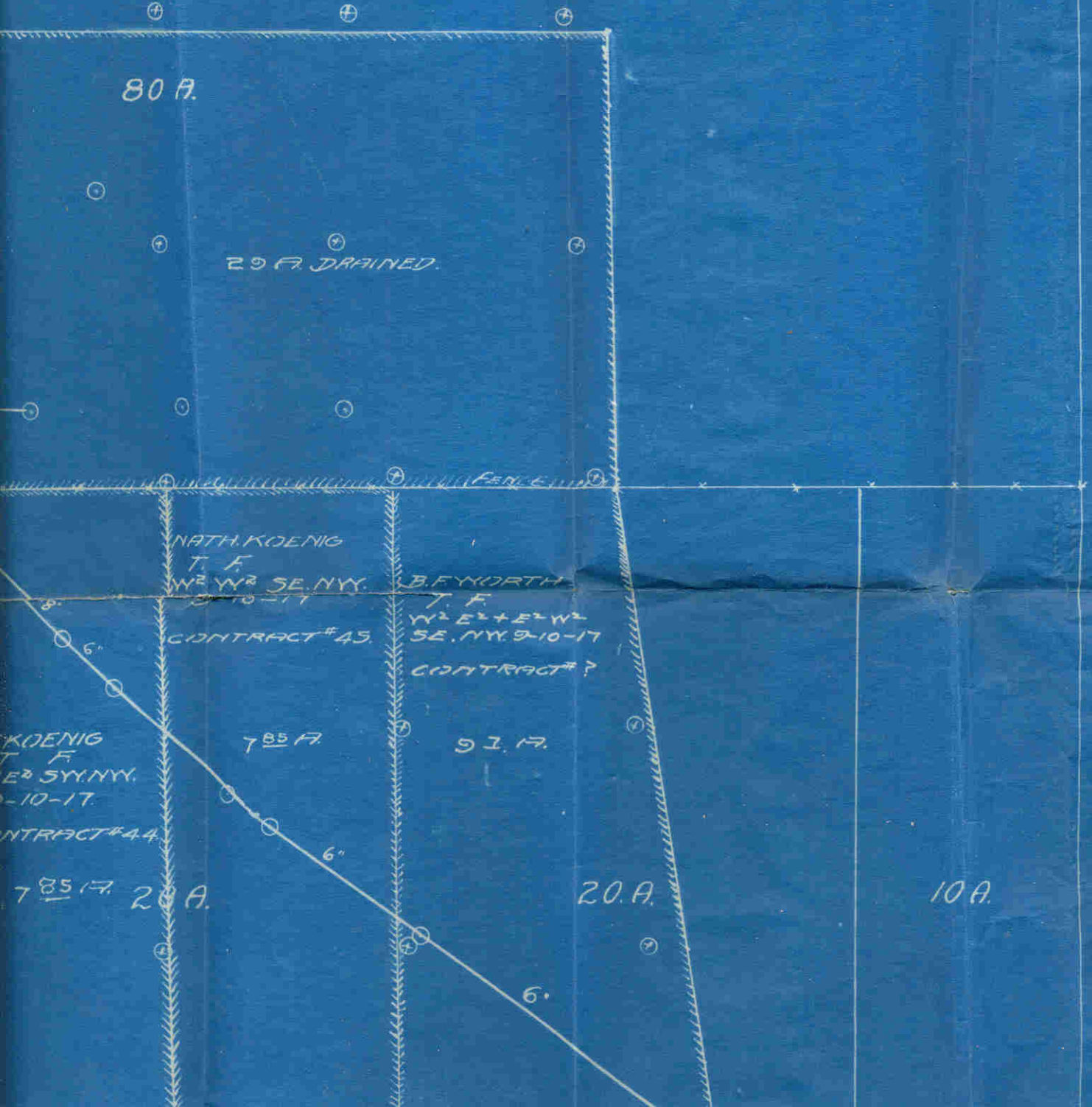
785 A.

91 A.

785 A. 20 A.

20 A.

10 A.





5-10-17.

CONTRACT # 43.

15A.

15a Journal

BALDWIN

75.17

15A.

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

CONTRACT # 48.

- KINGSBURY -

