



CONTRACT
101

R.H. Hartley

Legal Description:
E1/2NE

Section 27
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.

AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

R. H. Hartley

Party of the Second Part.

Sec. 27 Tp. 11 R. 18Oct 31 1916 $E \frac{1}{2} 718'$

AGREEMENT

This Agreement, Made this 31st day of October 1916
by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and R. H. Hartley of
Rock Creek Idaho
party of the second part, witnesseth:

Whereas, the following described land, to-wit: The East half
of the NE quarter of Sec. 27- Twp 11 S-
Range 18 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 _____, 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 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
ten dollars (\$ 10⁰⁰) 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. O. Taylor Secretary

R. H. Hartley

Contract #101

R. H. Hartley

Kimberly Idols.

E² N² E⁴ sec 27-11-18

During the year of 1916 the tile drain on the west side of this 80 was laid.

Investigations during high water season of 1917 showed that this line was flowing full -

During the winter of 1917 and 1918 the east drain was constructed - It was during low water season and only a very little ground water was encountered.

On June 24 I visited this land and found the east drain discharging about 300 inches of water and the west one about 50 inches - The discharge from the west line is less than during high water last season. This is probably due to the east line intercepting the veins -

This work has not been done long enough for us to determine whether the land is thoroughly drained or no, I am of the opinion that more drains will be necessary.

June 27-1918.

Ch. Harris

R. N. Hartley
Kimberly, Idaho.

Cont. # 101

E² NE⁺ 27-11-18

40 acres drained

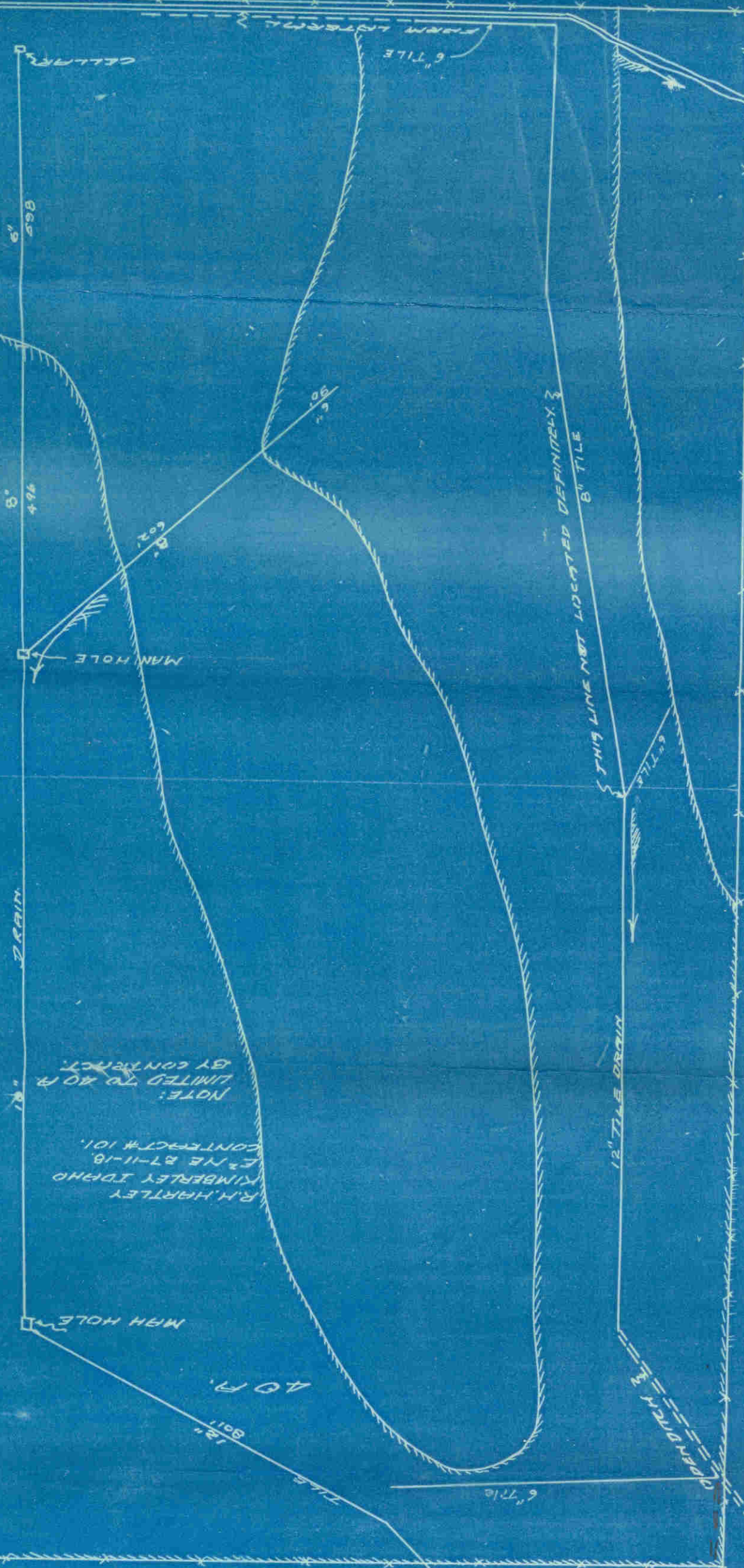
12" Tile	10" Tile	8" Tile	6" Tile	Lines
1700	1120	2500	1500	
			500	
			2000	

This land has been very well drained. There are good crops on the entire 80 and no part of the land was the least bit wet at this time.

Mr Hartley desires to lay about 500 feet more of 6 inch tile along his south line. He has his ditch dug and is ready for the tile.

There was no water in this ditch at this time and the ditch was about 5 ft. deep.

Sept. 3 1920
L. H. Perrine



6" 558

8" 496

DRAIN

10"

NOTE:
LIMITED TO 40 R.
BY CONTRACT.
R.H. HARTLEY
E2 NE 27-11-18
CONTRACT # 101.

MAN HOLE

40 R.

12" 801

6" TILE

6" TILE

6" TILE

12" TILE DRAIN

OPEN DRAIN

THIS LINE NOT LOCATED DEFINITELY.
8" TILE

MAN HOLE

CELLAR

90°