



CONTRACT  
No. 97

A. J. McKinley

Legal Description:  
NE1/4SE1/4

Section 36  
Township 9 South  
Range 15 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

# 97.

# AGREEMENT

## WELL DRAINAGE

TWIN FALLS CANAL COMPANY,  
Party of the First Part.

Party of the Second Part.

718 281

Sec. 36 Tp. 9 R. 15

Oct. 10 1916

A J McKirley



Nothing done  
prior to May 31 - 1918  
O'Leary

nothing done  
may 29-19

# AGREEMENT

This Agreement, Made this 10 day of Oct 1916

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,  
party of the first part, and A. J. McKinley  
and C. D. McKinley  
party of the second part, witnesseth:

Whereas, the following described land, to-wit: NE 1/4 SE 1/4  
Sec 36 Tp 9 SR 15 E Bm

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  
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 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 Their hand the day and year  
first above written.

TWIN FALLS CANAL COMPANY,

By \_\_\_\_\_ Secretary

A. J. McKinley  
C. D. McKinley by A. J.

AGREEMENT

A. J. McKinley  
C. D. McKinley

Cont. # 97

NE. <sup>4</sup> SE <sup>4</sup> Sec. 36-9-15

Nothing done on this contract.  
About  $1\frac{1}{2}$  acres effected near  
the barn. It is rocky and would  
hardly pay for draining.

Good crops on the rest of the place.  
Examined by C. A. McCalland

Aug. 1920

L. H. Perrine

See Contract #

Hiles Idaho Oct 14/16

Twin Falls Canal Co

Twin Falls Ida

Gentlemen:

The description of  
the land I was giving you  
as security for draining school  
land Sect 36-9-15, is Tract  
25 Town of Hiles.

Yours Truly  
C. E. Wilcox



# Twin Falls Canal Company

## COMPLAINT

Date..... 19....

Name .....

Address.....

..... Section..... Tp..... R.....

..... Section..... Tp..... R.....

*36-9-15*

	<i>John Blawie</i>		
	<i>A J Mc Kinley</i>		
	<i>C E Wilson</i>		

Contract No.....

*No no deeded land*

Nature of Complaint.....

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Referred to..... the investigation and report

### REPORT

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Dated..... 19....

