

**CONTRACT  
18**

**Harry Warneke**

Legal Description:  
S1/2SWNE

Section 18  
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.

Will Drainage  
Contract 18

Harry Warrick,

# 18

18-10-17

$\frac{1}{2}$  Sec NE;

23-15-

Contract # 18

Harry Wamite

A<sup>2</sup> Sec 4 NE<sup>4</sup> 18-10-17.

The data available in the Company office shows two wells drilled and 220 feet of tile laid on this land.

On investigation & find that the work done has resulted in some permanent good but has not been extensive enough to completely drain the land.

More <sup>(5)</sup> wells should be drilled.

The tile lines which are in are discharging water to full capacity.

May 22-1918

Chas. Davis

HARY WARMKE  
TWIN FALLS IDAHO.  
S $\frac{1}{2}$  SWNE, 18-10-17  
CONTRACT # 18  
SCALE 1"=200'

5 A. 18  
Dry 0.500

SE. NE - 18-10-17.

23A

Half Mile Road

NW SE 18-10-17

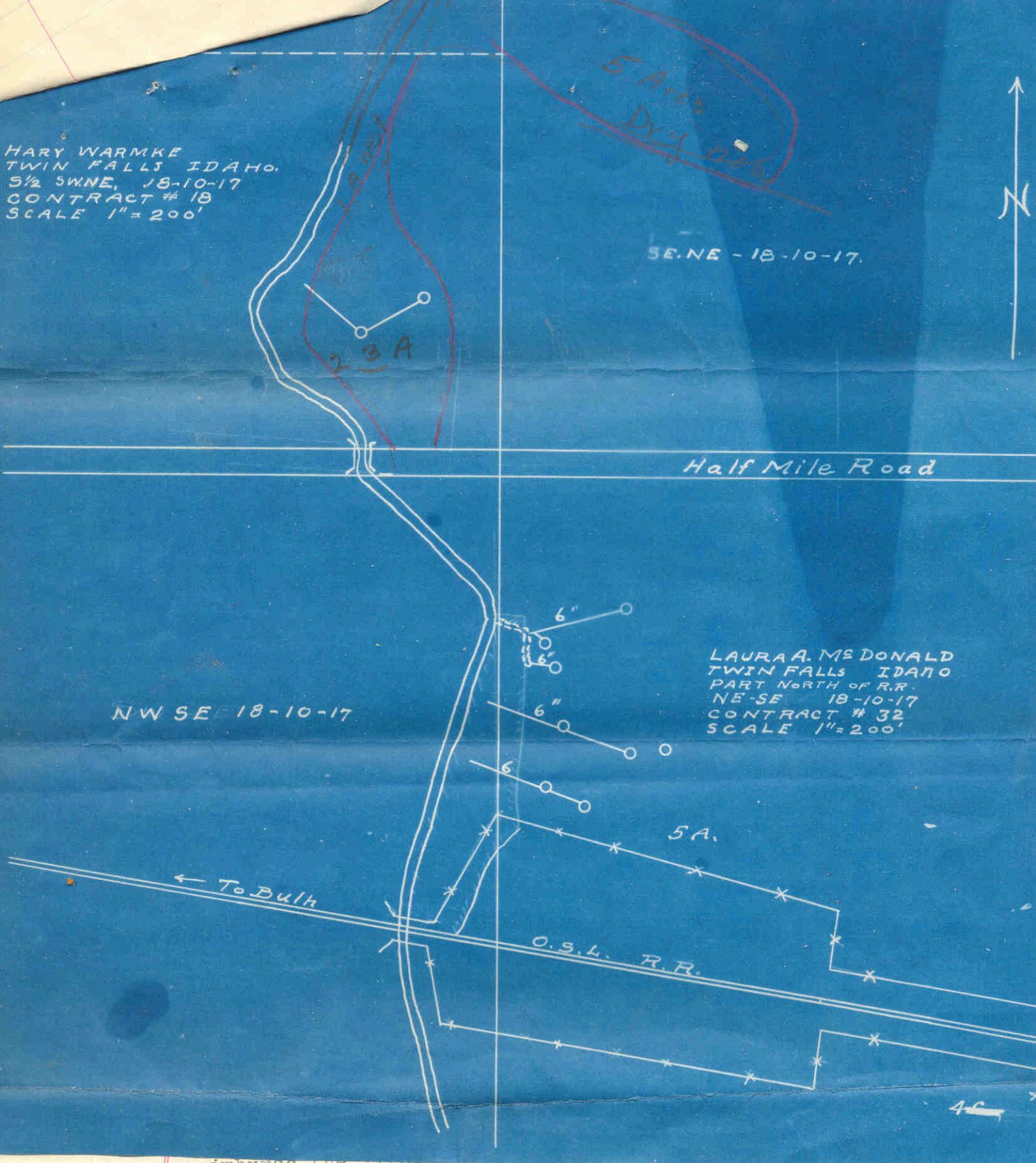
LAURA A. McDONALD  
TWIN FALLS IDAHO  
PART NORTH OF R.R.  
NE-SE 18-10-17  
CONTRACT # 32  
SCALE 1"=200'

5A.

← To Bulh

O.S.L. R.R.

4C



A G R E E M E N T .

THIS AGREEMENT MADE THIS 23 day of January 1915  
by and between the Twin Falls Canal Company, an Idaho Corporation  
party of the first part, and Harry Warmke, party of the second  
part, WITNESSETH:

WHEREAS , the following described lands, to-wit:  
South Half Southwest Quarter of Northeast Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of  
Section Eighteen (18), Township Ten South (10S.) Range Seventeen  
(17), East of Boise Meridian, in Twin Falls County, Idaho, are  
at present being injured by seepage; and, Whereas, the first party  
is about to bore one or more wells on or near said lands under  
the direction of W.G.Sloan, a drainage engineer, for the purpose  
of determining the effect of such well in draining such seeped  
lands;

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 lands,- the number, size, depth, character and location to  
be designated by said engineer, and the first party shall have the  
right to enter on said lands and do and perform any and all things  
reasonably necessary in the judgement 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 \$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 wells, the same shall be subject to the use of the first party for irrigation, and second party will grant to 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 the 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 on the day and year first above written.

TWIN FALLS CANAL COMPANY,

By

*W. J. Taylor* Secretary.

*Harry Kambe*

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