



CONTRACT
No. 411

D.W. Walker

Legal Description:
N1/2SE1/4

Section 8
Township 10 South
Range 14 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.

Walker

411

7 1/2 718:
8-10-14

Drainage # 411
351460 Agreement

~~W. F. Canal Co.~~

D W Walker et al

to
W. F. Canal Co.

STATE OF IDAHO }
County of Twin Falls } ss.

I hereby certify that this instrument
filed for record at the request of

W. F. Canal Co.

1:56 o'clock, PM this **AUG 14 1945**

in my office and duly recorded in book

14 of W. F. Canal Co. page 222

C. A. BULLES

Ex-Officio Recorder

D. Carr

Deputy

Fee \$ 1.60

Return to

W. F. Canal Co.

DRAINAGE AGREEMENT

THIS AGREEMENT, made this 25th day of July, 1945 by and between D. W. Walker and Myrtle A. Walker, husband and wife.

parties of the first part, called the "Owner" and the Twin Falls Canal Company, an Idaho Corporation of Twin Falls, Idaho, party of the second part called the "Company".

WHEREAS, the following described land belonging to the owner to-wit: _____ acres in the North one half of the Northeast Quarter (NE $\frac{1}{4}$) of Section eight (8) Township Ten (10) South, Range Fourteen (14) E.B.M.

Twin Falls County, State of Idaho, is at present being threatened by seepage and whereas, the owner is about to install a drainage system, comprising ditches, tile, drains and drainage well on and near said land under the direction of the Company's General Manager in an effort to determine the effect of such works in draining said lands.

Now, THEREFORE, in consideration of the premises it is hereby agreed:

(1) That the Company may at this option and under the direction of said General Manager locate the lines upon which said drainage works shall be installed, the number, size, depth, character and location of trenches, tunnels, drain tiles, wells, etc., and shall have the right to enter on said lands and do any and all things reasonably necessary in the furtherance of said work. That any person or persons whose land depend upon these works for drainage shall have the right to enter on these lands to join to, reconstruct and repair or maintain these drains.

(2) That no willows or poplar trees are permitted by the owner to grow within one hundred (100) feet of these tiles lines.

(3) That the owner will protect the tile lines against any and all damage resulting from filling with roots or filling up open outlets, or breaking into the tile by surface waters or from any other cause.

(4) In backfilling trenches that have been excavated, the Company will make a reasonable effort to replace the material excavated, but shall not be required to remove any rock from the land which may be left on the surface of the ground after the trenches have been filled.

(5) That the Company does not in any way 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 Company, or that it is in any way responsible for the reclamation of the land in question, nor does the Company in any way admit or acknowledge a liability on account of said seepage, or liability or responsibility to install the said, or any, system of drainage.

(6) That should a flow of water be obtained by reason of said wells, drains, or tunnels, the same shall be subject to beneficial use by the Company and the owners will, and do, hereby grant to the Company, without charge to it, an easement and right-of-way for a ditch or ditches or water-ways, the location to be designated by the Company when required, over the land above described, necessary to convey such waters and/or other waters developed by the Company on adjacent lands, which have benefited the seepage condition above referred to, to the place or places desired by the Company in order to utilize or dispose of said waters.

(7) That the successors and assigns of the parties hereto are bound hereby.

¼ Cor.

MAP OF NW¼. NE¼ ÷ 8-10-14.

Showing
Location of 10" Tile Drain and Wells
and Laid in Old Open Drain.

408

Coulee Drain

7+10

9+85 - Out-let

11+80 Man-hole

13+87

14+26 - Man-hole

14+84

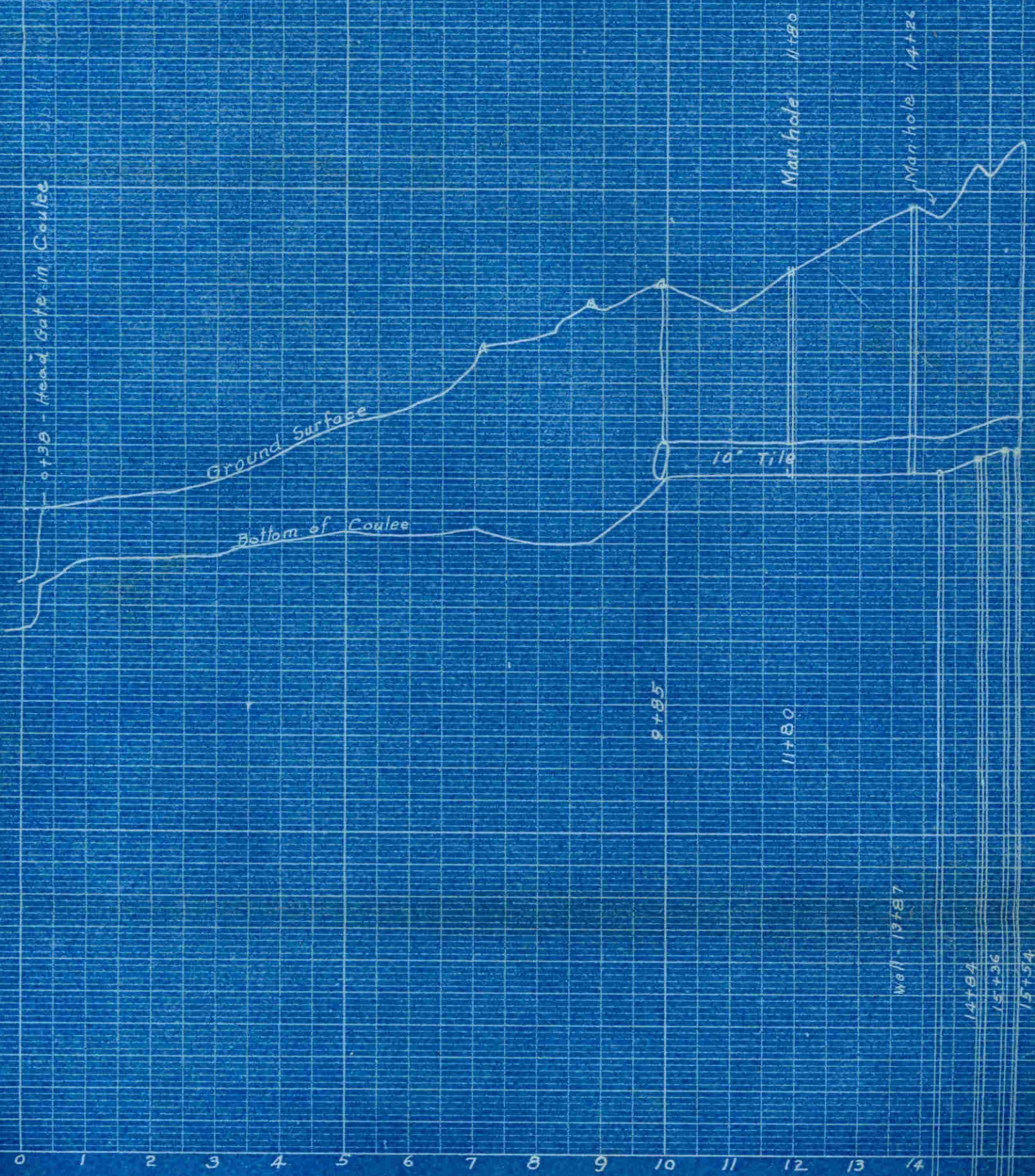
15+36

15+54 End Well

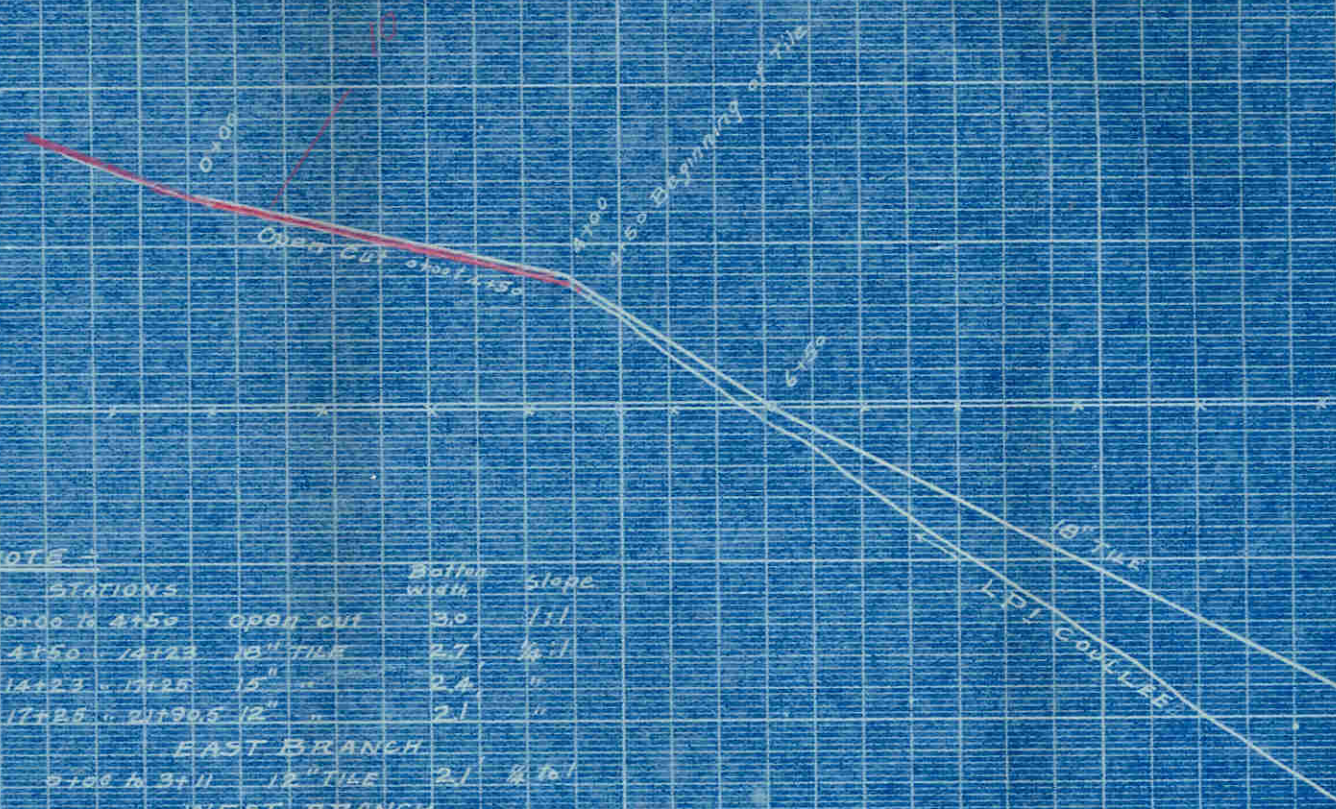
10" TILE



PROFILE
 OF
 10" Tile-Laying Job in Old Deep Open-Drain
 1945



15" TILE LAID IN 1945

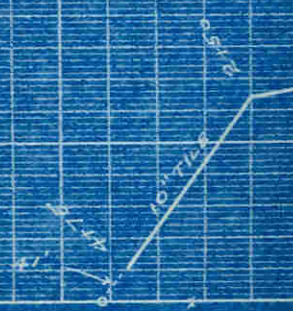


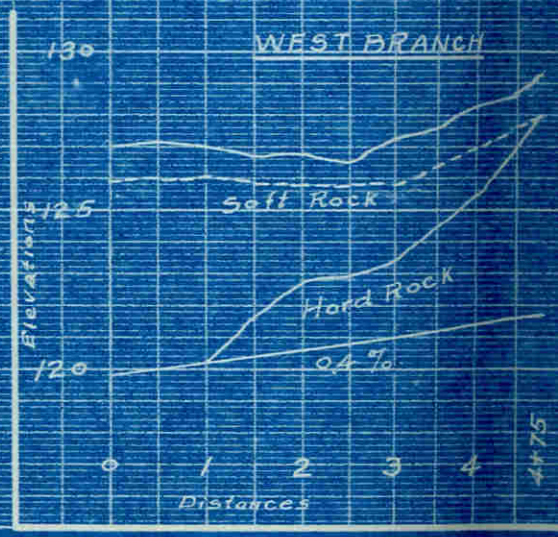
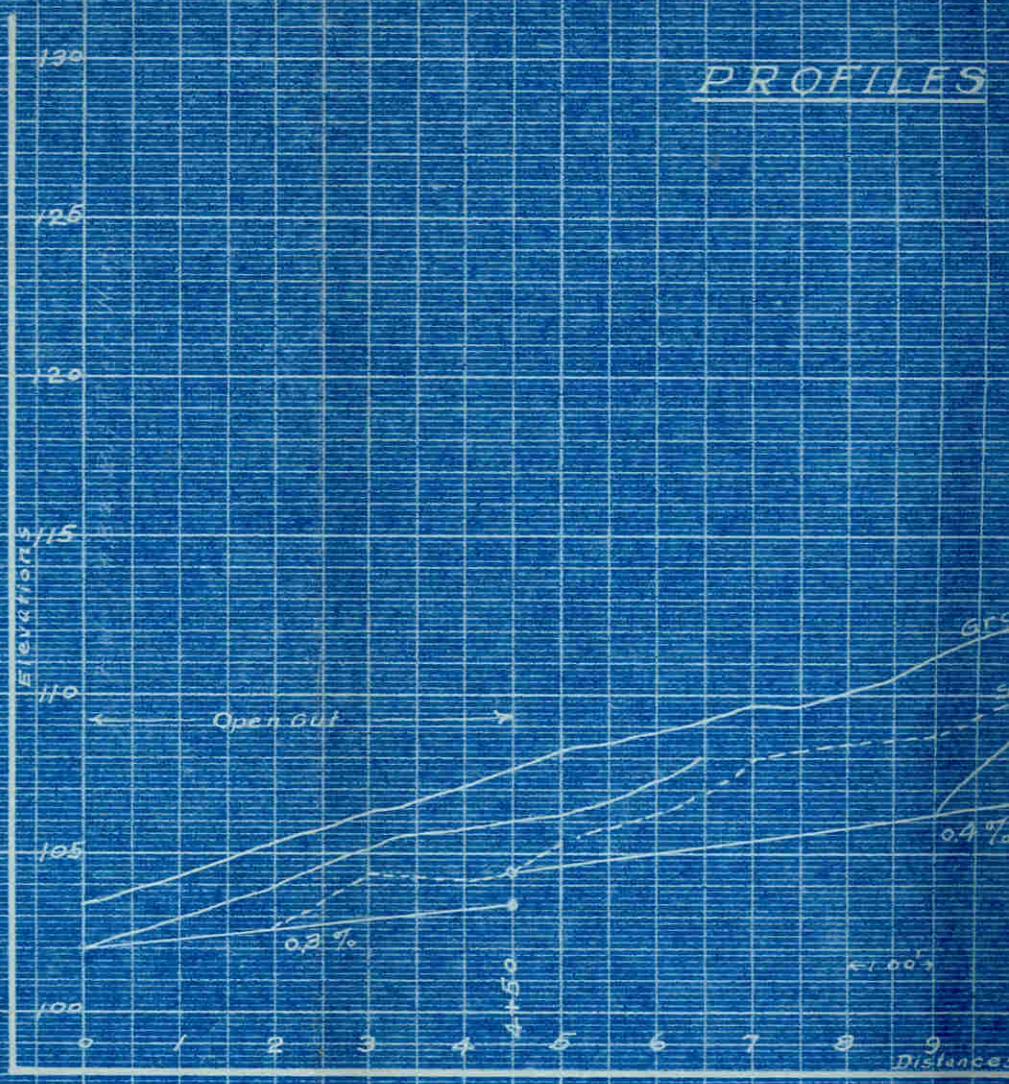
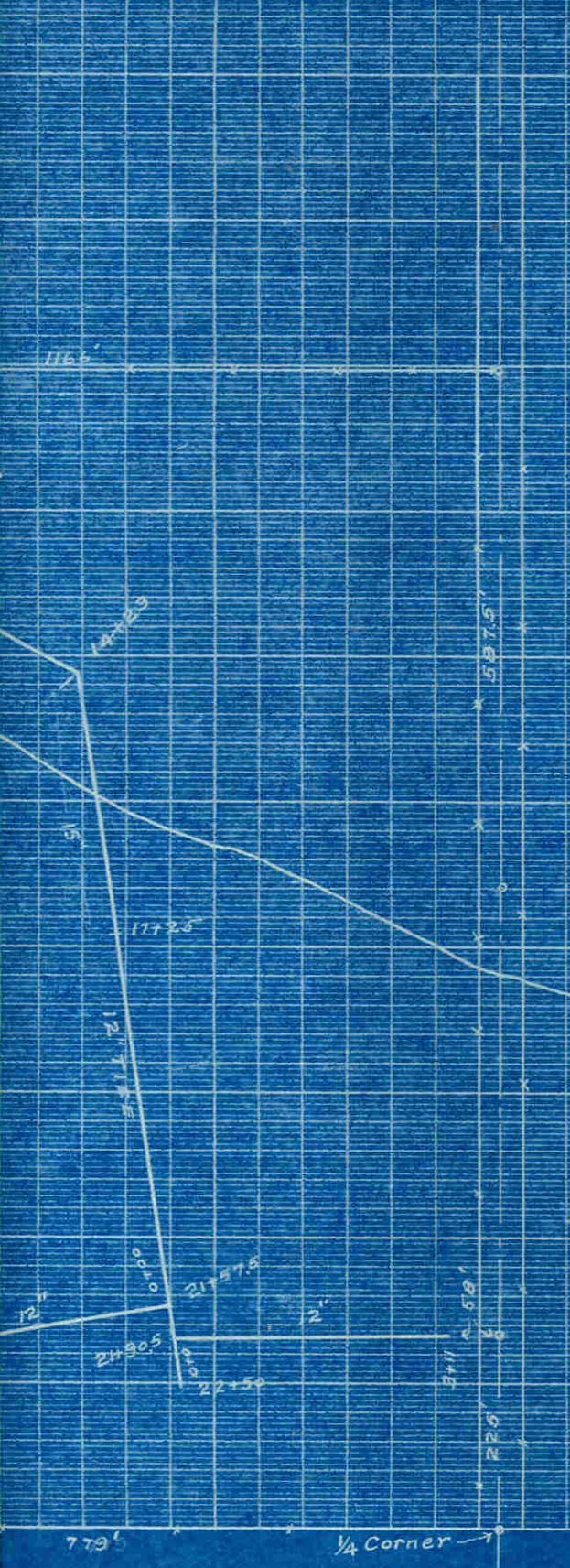
NOTES

STATIONS		Batter width	Slope
0+00 to 4+50	OPEN CUT	3.0	1/1
4+50 to 14+23	15" TILE	2.7	1/1
14+23 to 17+25	15" "	2.4	"
17+25 to 21+05	12" "	2.1	"
EAST BRANCH			
0+00 to 3+11	12" TILE	2.1	1/1
WEST BRANCH			
0+00 to 3+11	12" TILE	2.1	1/1
2+50 to 4+75	10" "	2.0	1/1

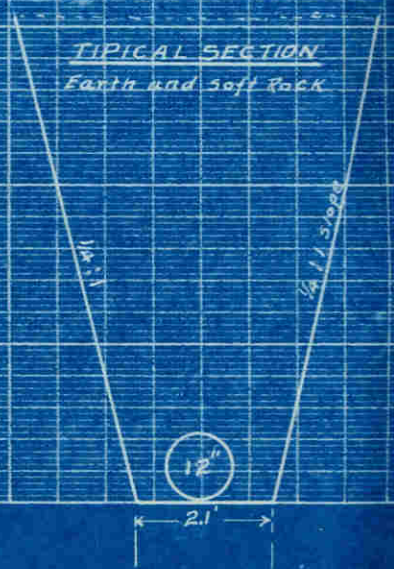
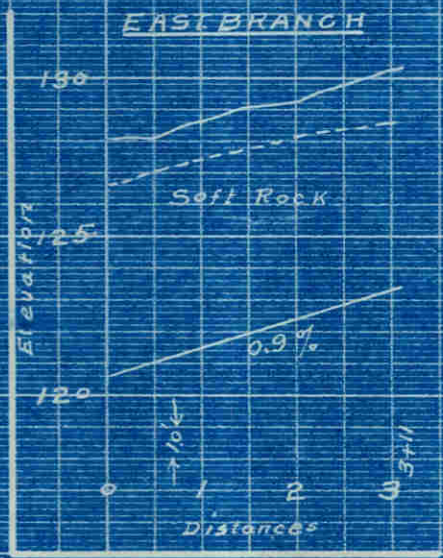
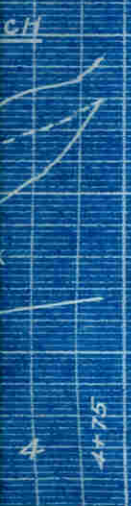
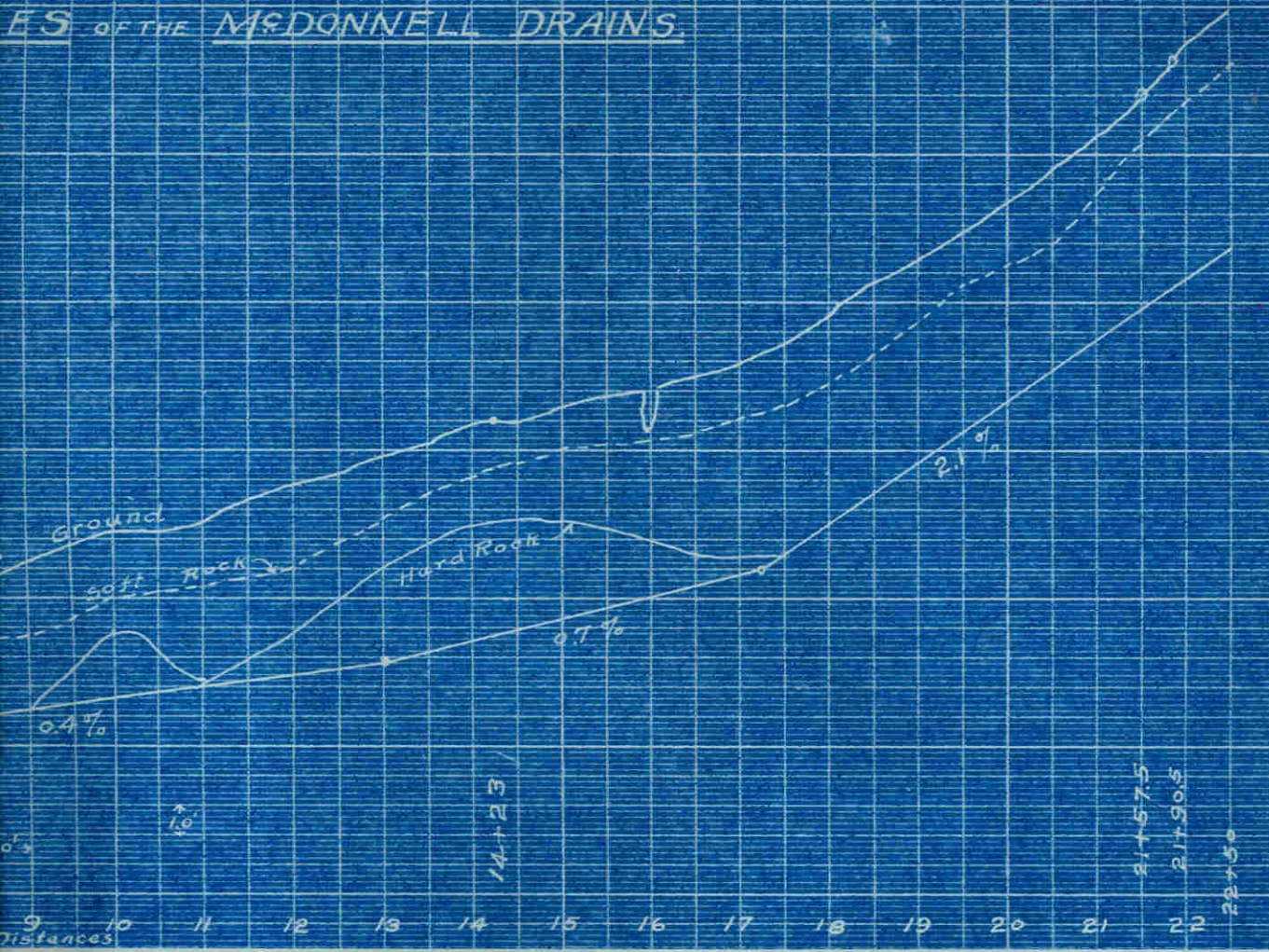
HARD ROCK = VERTICAL SECTION

R.A. McDONNELL
 BUHL IDAHO
 S² NE 8-10-14
 CONTRCT #
 Scale 1" = 200' - 2-3-1926

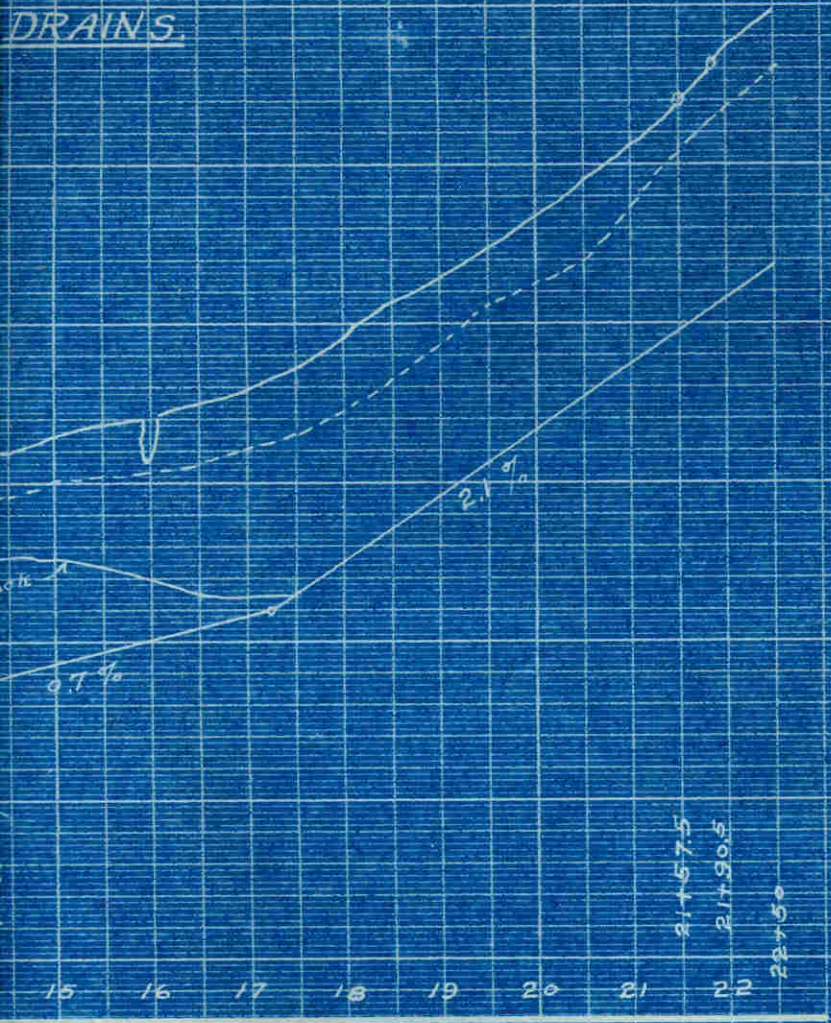




ES OF THE MCDONNELL DRAINS.



DRAINS.



EAST BRANCH

