



CONTRACT
No. 192

E. C. Burke

Legal Description:
NW1/4NW1/4

Section 33
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



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.

150829

Agreement.

E. C. Burke

its Assistant Secretary.

second party has caused, the same to be executed by the hand of

IN WITNESS WHEREOF, the first party has caused to be executed by the hand of

are found hereby.

(8) That the successors and assigns of the first party hereof

dispose of the same.

place or places desired by the Company in or about the premises

(7. Cont'd). ways necessary for the operation of the same.

AGREEMENT, DRAINAGE, (continued)

STATE OF OHIO
County of Franklin

Sanal Company
55
P
Nov. 1, 1912

Con 357

C. Higgins
J. Lynch
161st

Sanal Company
City

AGREEMENT, DRAINAGE BY COOPERATION, (Continued).
A G R E E M E N T .

(7. Cont.) DRAINAGE BY COOPERATION.

place or places desired by the Company in order to install or
disposal of the same.
THIS AGREEMENT, made this 19th day of 20th Oct., 1922
by and between E. C. Burke of Buhl, Idaho, party
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
towit: _____, acres in the NW NW - 33-9-15
is at present being threatened by seepage, and
whereas, the owner is about to install a drainage system, com-
prising ditches, tile, drains, and drainage wells on and near said
land under the direction of the Company's engineer in an effort to
determine the effect of such works in draining said lands.

NOW, THEREFORE, in consideration of the premises it is here-
by agreed:

(1) That the Company may at its option and under the direct-
ion of said engineer locate the lines upon which said drainage
works shall be installed, the number, size, depth, character and
location of trenches, drain tile, 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 tile 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 the breaking into the tile by surface waters or
from any other cause.

(4) That the owner shall excavate the trenches, deliver and
lay the tile, join the wells thereto, cover the joints of the
tile with sand, fill and properly puddle the trench all under the
direction of the Company's engineer.

(5) That the Company shall pay to the owner the sum of 27¢
per cu. yd. for such trench excavation in earth, gravel or loose
rock that can be handled with pick and shovel, that shall be
found of the proper depth and width furnish tile and gravel at
the Company's yards at Oscar Station, and drill such
drainage wells as the Company believes necessary, and drill and
blast such rock that cannot be handled with pick and shovel.

(6) That this contract is made for cooperation and division
of expense only. That the Company does not in any wise admit or
acknowledge that the seepage herein-before 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 wise responsible
for the reclamation of same, or that the Company in any way ad-
mits or acknowledges a liability on account of same, or liability
or responsibility to install the said, or any system of drainage
or the right of the owner to damage.

(7) That should a flow of water be obtained by reason of
said wells and tile drains, the same shall be subject to the
use of the Company for irrigation, and the owner will grant to
the Company a free easement and right-of-way for ditches or water-

A G R E E M E N T .

DRAINAGE BY COOPERATION.

THIS AGREEMENT, made this ¹⁹²² 20th day of Oct., 1922, by and between A. C. Burke of Buhl, Idaho, party 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 NW NW - 33 - 9 - 15, is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprising ditches, tile, drains, and drainage wells on and near said land under the direction of the Company's engineer 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 its option and under the direction of said engineer locate the lines upon which said drainage works shall be installed, the number, size, depth, character and location of trenches, drain tile, 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 tile 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 the breaking into the tile by surface waters or from any other cause.

(4) That the owner shall excavate the trenches, deliver and lay the tile, join the wells thereto, cover the joints of the tile with sand, fill and properly puddle the trench all under the direction of the Company's engineer.

(5) That the Company shall pay to the owner the sum of 27¢ per cu. yd. for such trench excavation in earth, gravel or loose rock that can be handled with pick and shovel, that shall be found of the proper depth and width, furnish tile and gravel at the Company's yards at Adair Station, and drill such drainage wells as the Company believes necessary, and drill and blast such rock that cannot be handled with pick and shovel.

(6) That this contract is made for cooperation and division of expense only. That the Company does not in any wise admit or acknowledge that the seepage herein-before 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 wise responsible for the reclamation of same, or that the Company in any way 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 of the owner to damage.

(7) That should a flow of water be obtained by reason of said wells and tile drains, the same shall be subject to the use of the Company for irrigation, and the owner will grant to the Company a free easement and right-of-way for ditches or water-

29

28

POWER LINE

S. 89° 31' E.

TEL. LINE

1640'

32

33

89° 31'

0+25

E.C. BURKE
NW. NW: 33-9-15
CONTRACT #192

OPEN DRAIN

15" Double-15" Tile

6+67

1925-26 Work

4 1/2" - 15" Tile

11+20

12" Tile

4+60

22 1/2" - 18" Tile

6+36

527+5 W

14+04

13+00

5 1/4" - 5 1/4" W

1+43

2+00 Δ

3+55 M.H.

5 1/4" - 5 1/4" W

6+45 M.H.

7+60

18" M.H.

1928 Work

2+50 M.H.

10" S 40° 39' E

4+78 M.H.

2+72 M.H.

5+76 M.H.

1042 FT. - N. 82° 35' E. To Man Hole

LAT # 27

1922 Work

10" Tile

13" Coulee

5+78 M.H.

10" House

15+50

15+90

1355

1285

25

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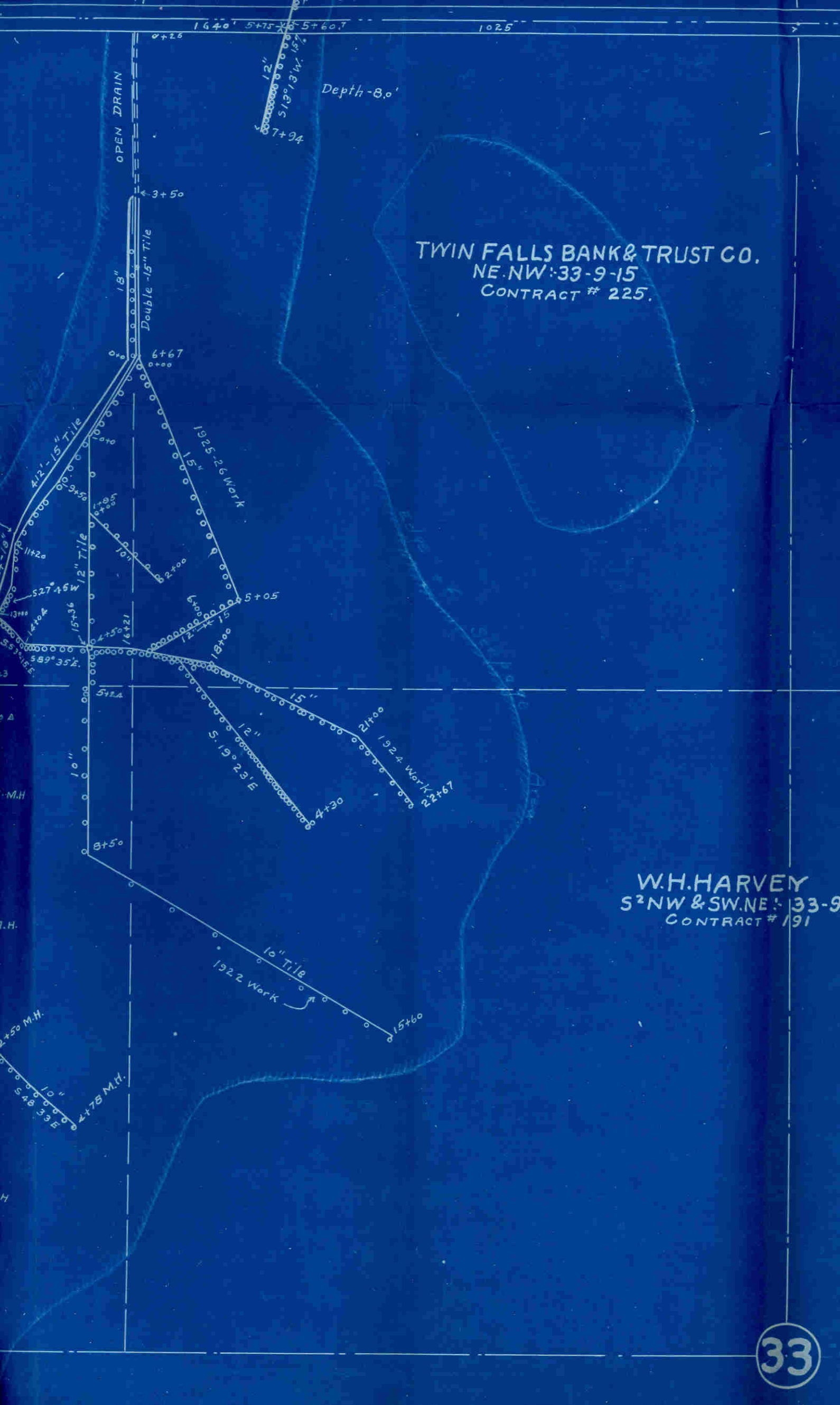
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25

Depth-8.0'

TWIN FALLS BANK & TRUST CO.
NE.NW:33-9-15
CONTRACT # 225.

W.H.HARVEY
S²NW & SW.NE: 33-9
CONTRACT # 191

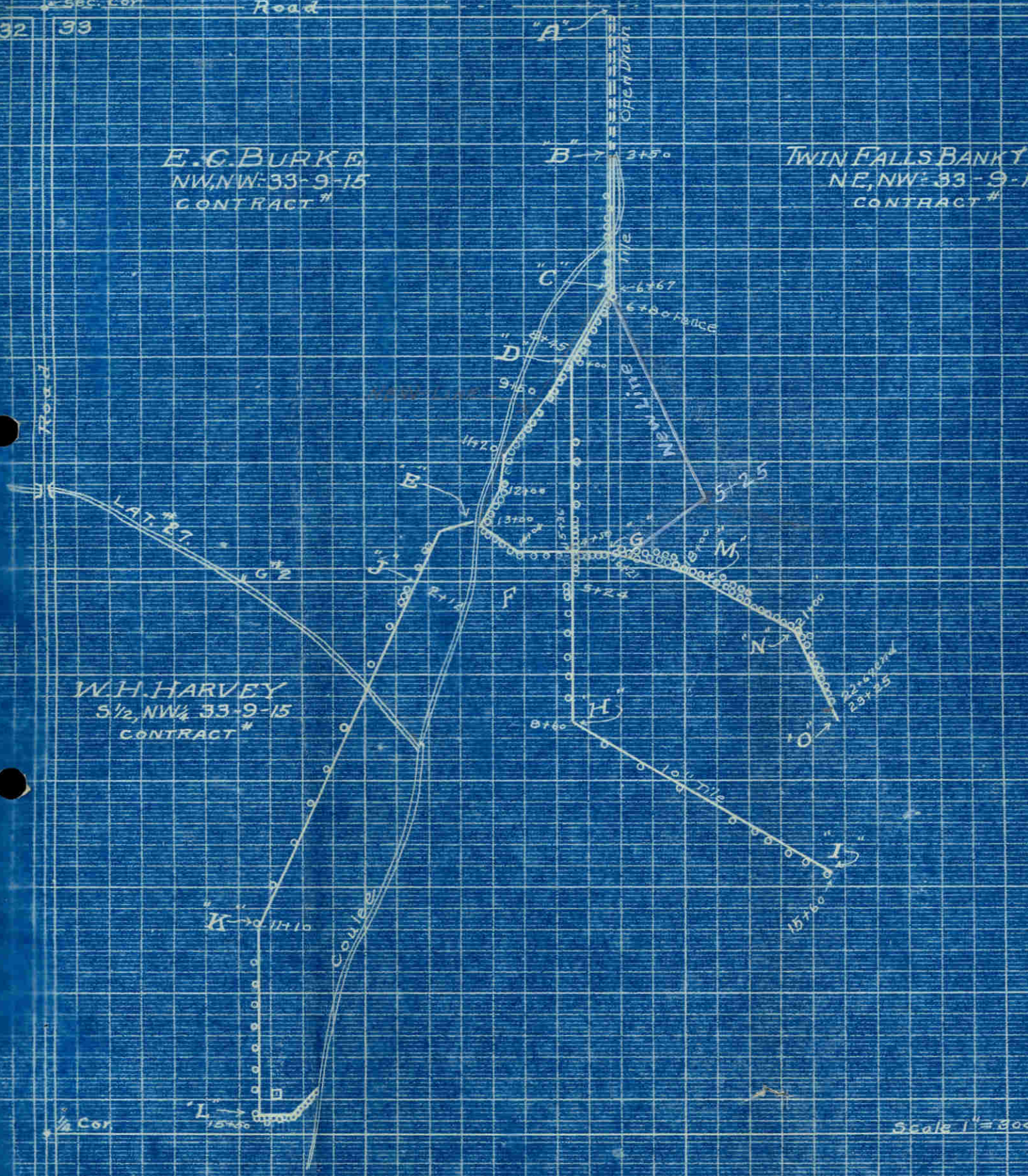


29 28
SEC. COR.
32 33

Road

E.C. BURKE
NW, NW-33-9-15
CONTRACT #

TWIN FALLS BANKY
NE, NW-33-9-15
CONTRACT #



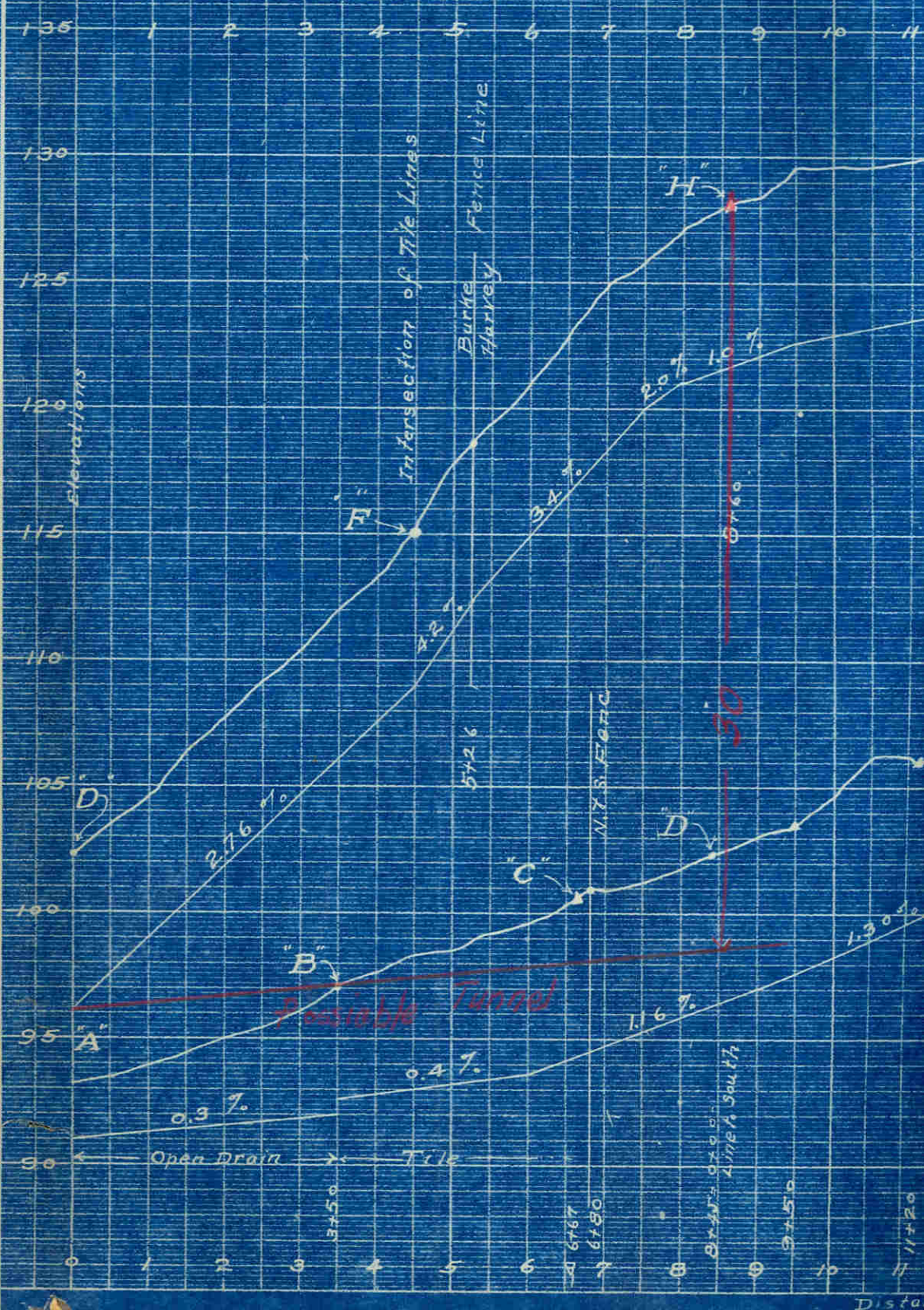
W.H. HARVEY
S 1/2, NW 1/4 33-9-15
CONTRACT #

Scale 1" = 300'

PROFILES OF DRAIN

ON THE
 BURKE-HARVEY-T.F.BANKY TR
 Dec. 1923

BANK TRUST CO.
 33-9-15.
 PLOT #

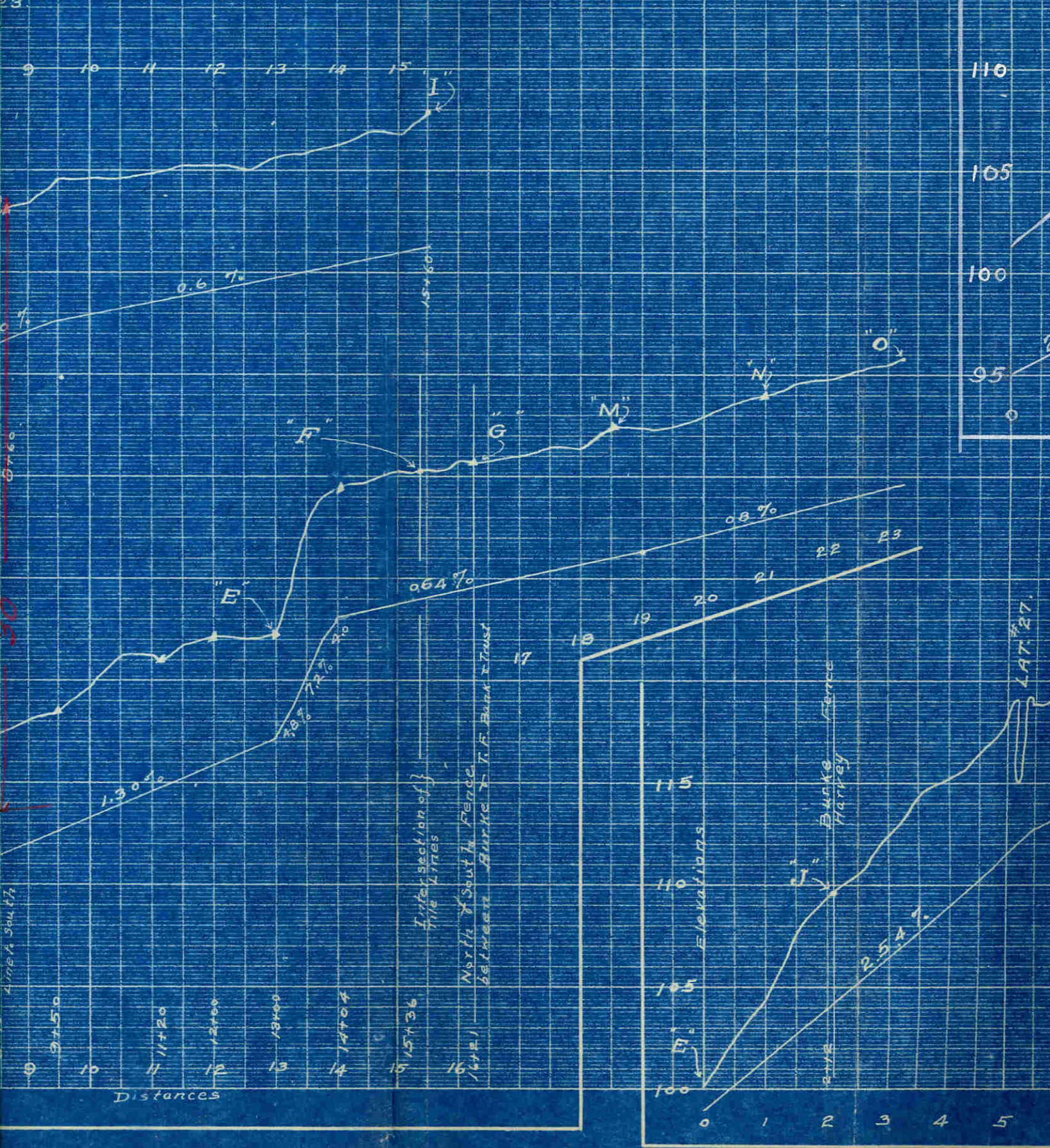


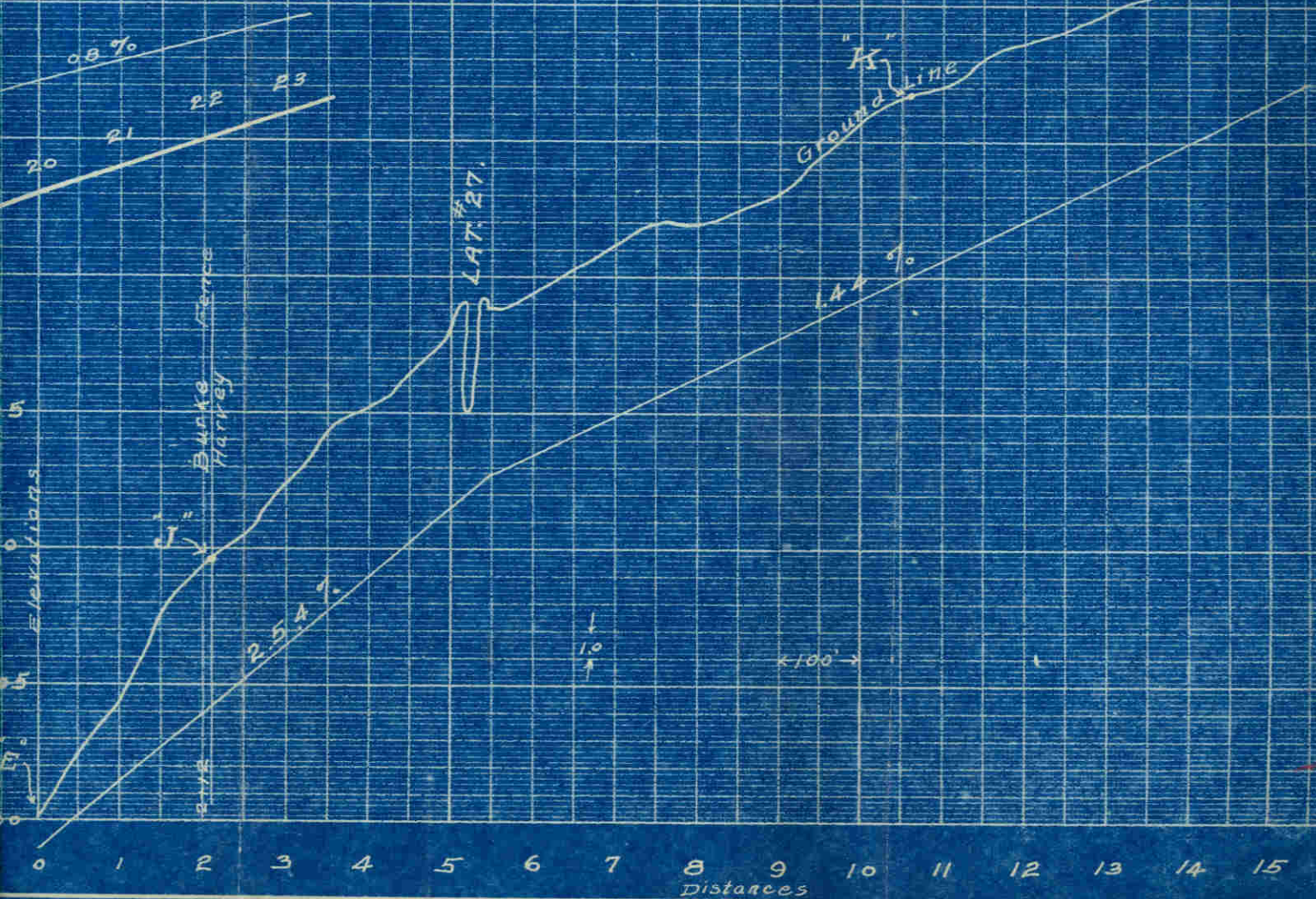
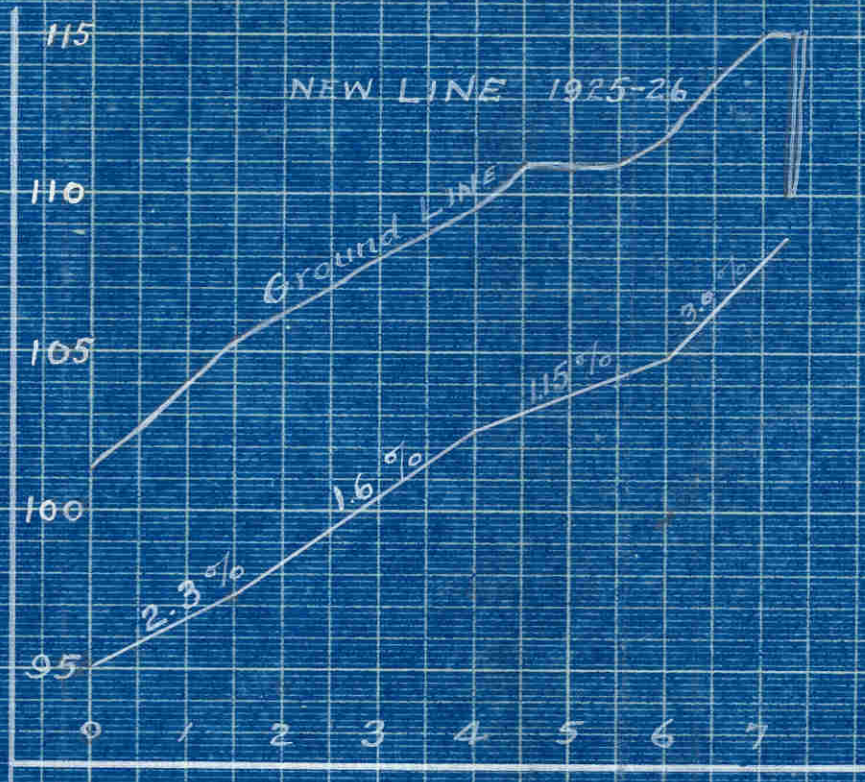
Dist

F DRAINS

T.F. BANKY TRUST CO., LANDS

23





29
32

28
33

POWER LINE

S. 89° 31' E.

TEL. LINE

S. 0° 0' E.

1355

E.C. BURKE
NW. NW: 33-9-15
CONTRACT #192

COULEE

OPEN DRAIN

15" Tile taken up in 1928
Drain open

6+67
0+00

82° 35'

1042 Ft. - N. 82° 35' E. To Man Mole

L.A.T. # 27

Replaced 12" with 18" Dec. 1933
S. 79° 16' W.
18" TILE

6+67
13+00
14+04
15+36
14+21

4+60
11+20
12" Tile
10"

5+53
5+53-15.5
5+24
8+50

3+55 M.H.
2+00 A

2+12
2+12-7
2+12-10
2+12-10

224'-18"
11+20
13+00
14+04
15+36
14+21

412'-15" Tile
12" Tile

S 27° 46' W
S 89° 35' E

10"
10"
10"

32

33

TEL. LINE

E.C. BURKE NW. NW: 33-9-15 CONTRACT #192

OPEN DRAIN

15" Tile taken up in 1928
Drain open

S. 0° 0' E

1355

1285

89° 31'

82° 35'

1042 Ft. - N. 82° 35' E. To Man Hole

LAT. # 27

1922 Work

Replaced 12" with 18" Dec. 1933
S. 7° 16' W.
18" 15' 18"

553-15 E.

TILE

3+55 M.H.

6+45 M.H.

2+50 M.H.

2+72 M.H.

5+76 M.H.

4+78 M.H.

House

15+50

15+90

11+10

2+47

2+44

5+78 M.H.

12" Tile

12" Coulee

5+76 M.H.

5+76 M.H.

7+60

539° 42' W.

12"

12"

5+76 M.H.

2+72 M.H.

5+76 M.H.

5+76 M.H.

2+12

2+00

1+43

11+20

6+36

4+60

11+20

527° 46' W

12" Tile

15+36

14+00

589° 35' E.

15+36

15+21

5+12

8+50

10"

10"

10"

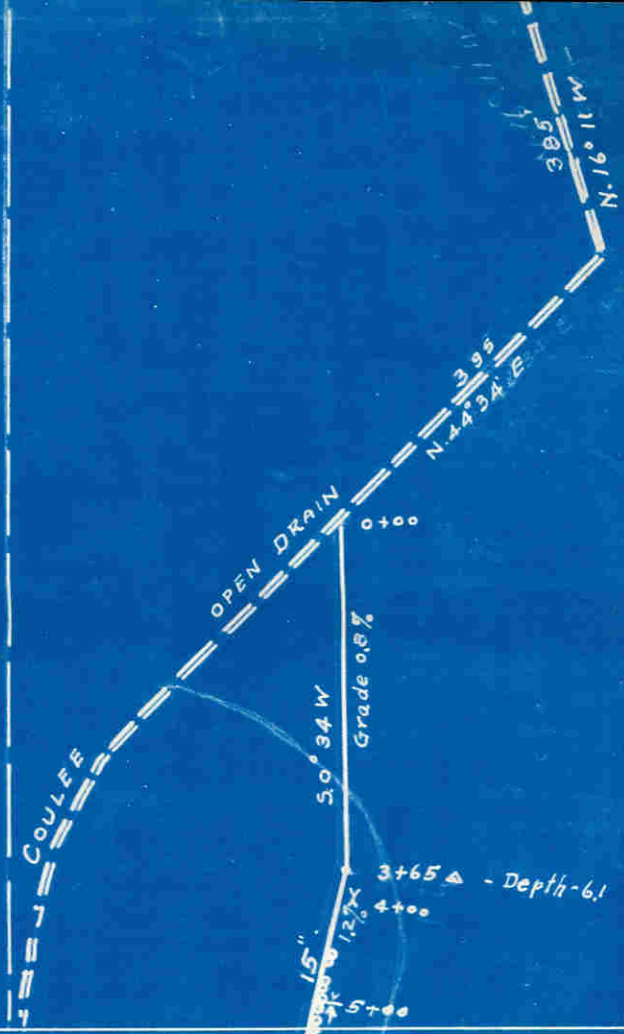
10"

10"

10"

FRANK POSPISIL.
SE.SW-28-9-15
CONTRACT # 276.

Put in 12" pipe

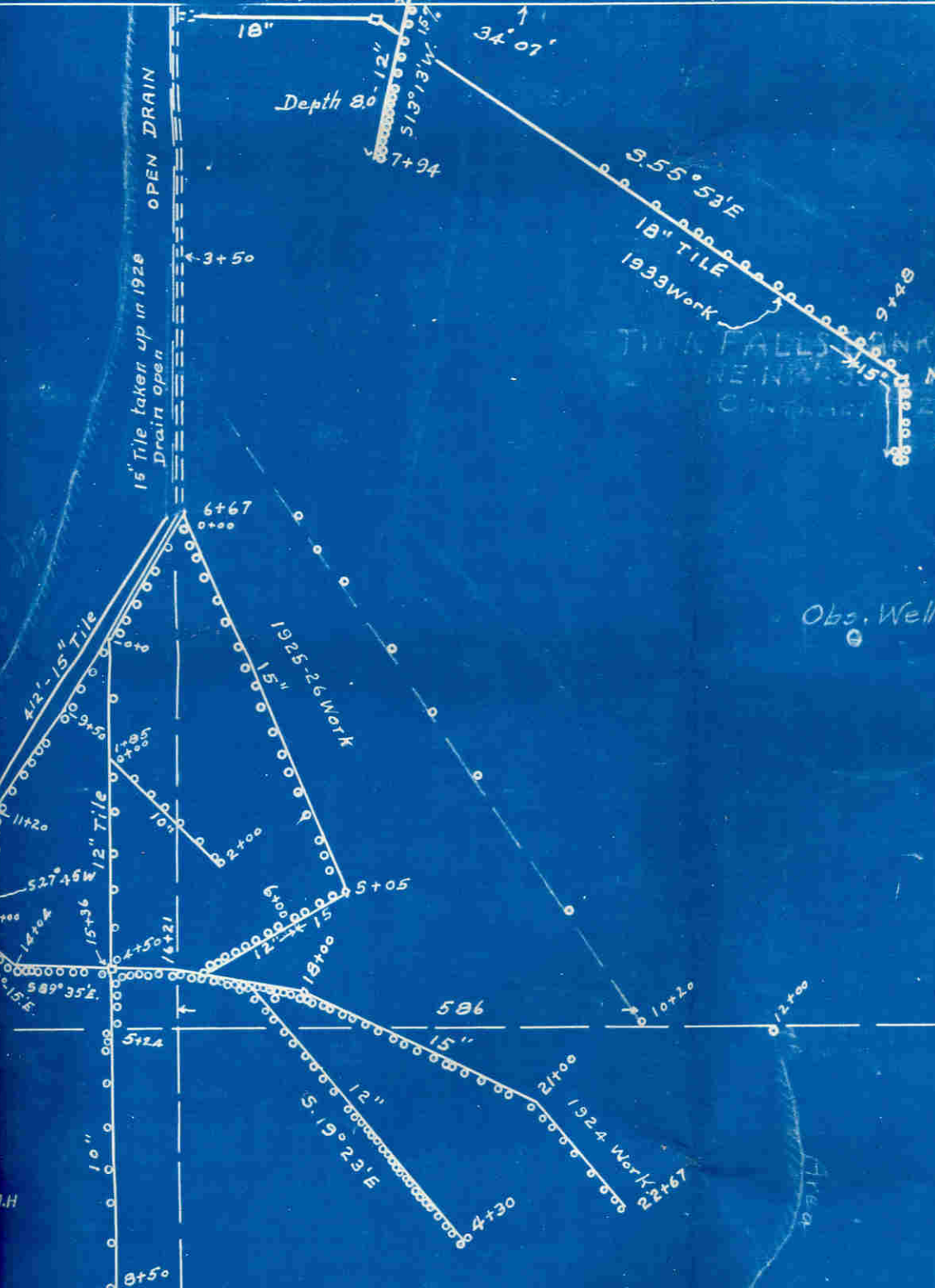


J.O. & E.A. Wyatt
and The
Twin Falls Bank &
Contract # 225

Lane & Behren
Additional work

TWIN FALLS BANK & TRUST CO.
MANHOLE
CONTRACT # 225
Depth = 13.4'

Obs. Well



J.O. & E.A.W.
and The
Twin Falls Bank
Contract # 2

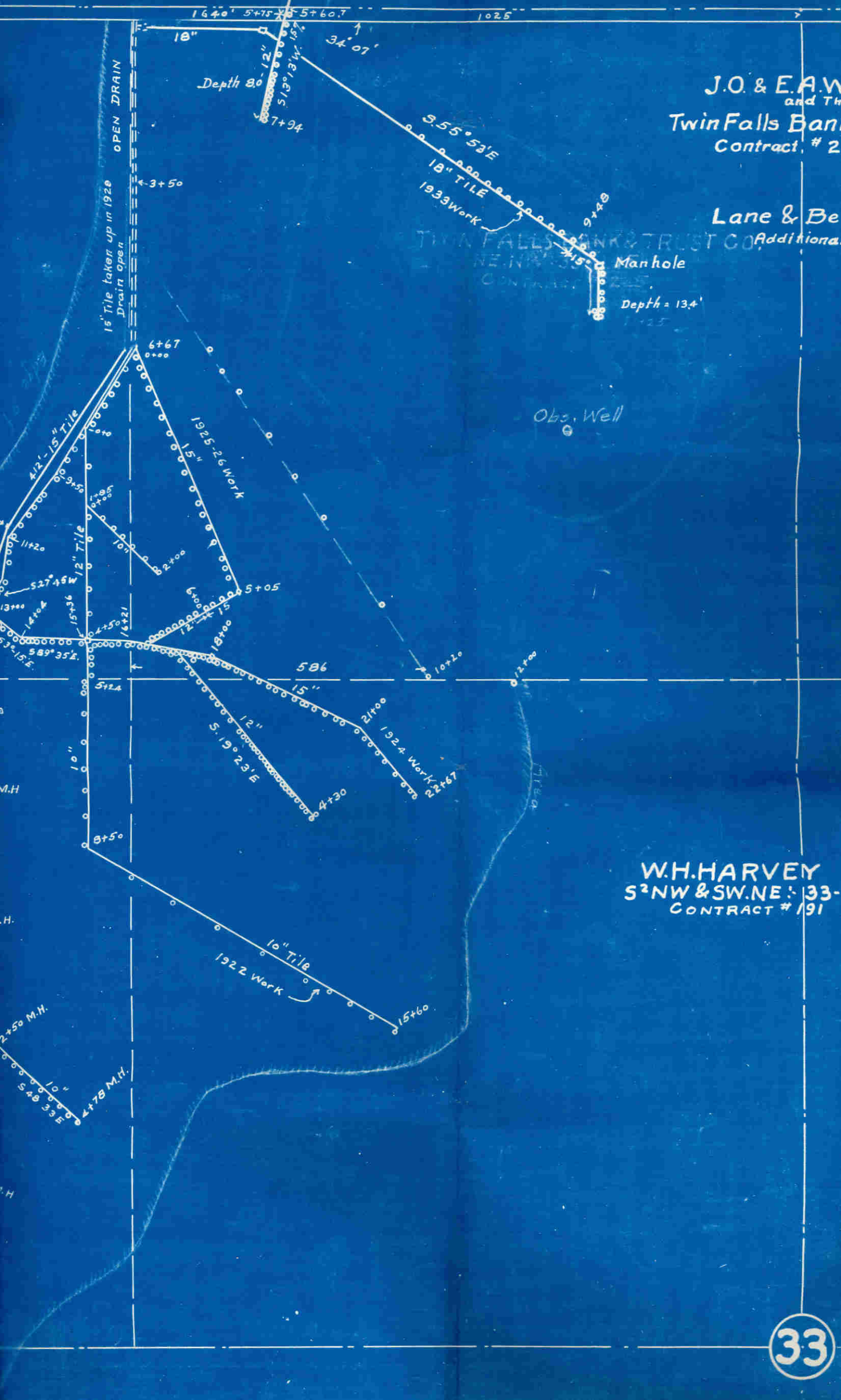
Lane & Be
Additional

TWIN FALLS BANK & TRUST CO.
NE. NW. 35
CONTRACT # 25

Manhole
Depth = 13.4'
1125

Obs. Well

W.H. HARVEY
S²NW & SW.NE: 33-
CONTRACT # 191



SIL.
5.
6.

W. H. Harvey

J.O. & E.A. Wyatt
and The

Twin Falls Bank & Trust Co.
Contract # 225

Lane & Behrensmeyer

TRUST CO. Additional work - 1933
hole

h = 13.4'

V.H. HARVEY

J.O. & E.A. Wyatt

and The

Twin Falls Bank & Trust Co.

Contract # 225

Lane & Behrensmeyer

TRUST CO. Additional work - 1933

ole

= 134'

V.H. HARVEY

NW & SW. NE: 33-9-15

CONTRACT # 191

33

T. 9. S. R. 15 E.

4 B * 125