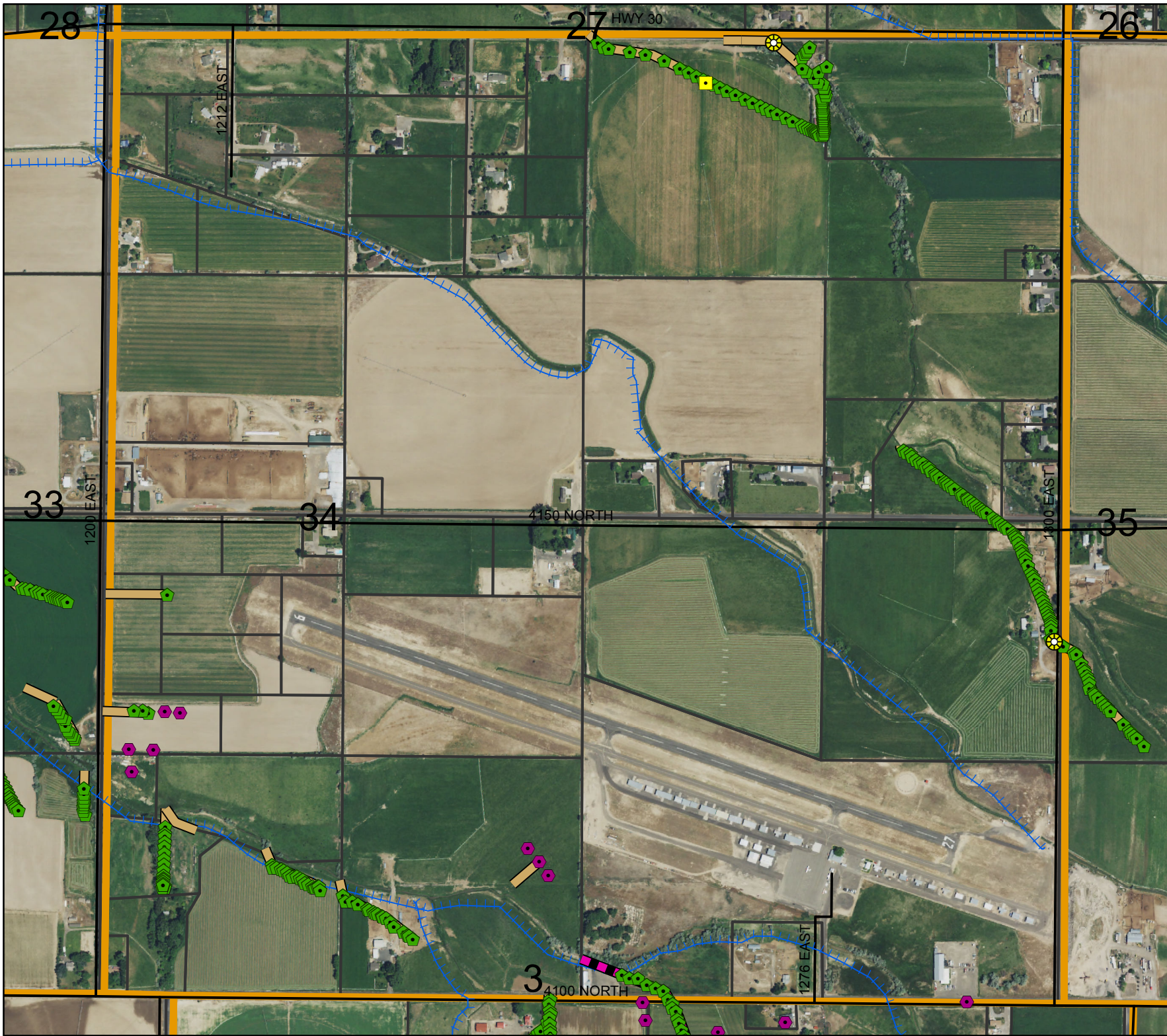


Section 34
Township 9 South
Range 14 East



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.

220

City of Buhl
34-9-14

Agreement

220

W. O. Taylor

John Hanson

John Hanson

STATE OF IDAHO
County of Twin Falls

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

W. O. Taylor

at 14 minutes past 4
o'clock P. M., this 18
day of Feb A. D. 1924 in my

office and duly recorded in book 10
of Agreements

Page 5

John Hanson
Ex Officio Recorder.

John Hanson
Deputy.

Return to: 160

as the assistant secretary of the Twin Falls Cement Company, and
to be the person whose name is subscribed to the within instrument
Company and State, bearing M. O. Taylor, known to me
of *John Hanson*, Tax, before me.

No work

AGREEMENT, DRAINAGE BY COOPERATION, 1923

A G R E E M E N T .

For Record

DRAINAGE BY COOPERATION.

220

THIS AGREEMENT, Made this 31st, day of Dec., 1923, by and between E. C. Burke and assigns 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 W 1/2, SE 1/4 - 34-9-14, 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 Buhl, 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-

AGREEMENT, DRAINAGE BY COOPERATION, (Continued).

(7. Cont'd). ways necessary to convey such waters to the place or places desired by the Company in order to utilize or dispose of the same.

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

IN WITNESS WHEREOF, the first party has set hand and the second party has caused the same to be executed by the hand of its Assistant Secretary.

BY E. C. Burke

TWIN FALLS CANAL COMPANY.

BY W. O. Taylor & Secy.

STATE OF IDAHO)
COUNTY OF TWIN FALLS)
SS.

On this 2nd day of January, 1924, before me, L. H. Perrine, a Notary Public in and for said County and State, personally appeared W. O. Taylor, known to me to be the person whose name is subscribed to the within instrument as the Assistant Secretary of the Twin Falls Canal Company, and acknowledged to me that he subscribed the name of the Twin Falls Canal Company thereto as principal, and his own name as Assistant Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate above written.

My commission expires, _____, 19____.

L. H. Perrine
Notary Public.

STATE OF IDAHO)
COUNTY OF TWIN FALLS)
SS.

On this 31st day of December, 1923, before me, _____, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared _____

E. C. Burke and E. C. Burke

being the first part, to the above and foregoing instrument, known to me to the persons who subscribed the same as said first part y; and duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31st day of December, 1923.

My commission expires, 12-21, 1923

L. H. Perrine
Notary Public.

RELEASE OF DRAINAGE AGREEMENT

This agreement Made and entered into this 25th day of February, 1948, by and between the City of Buhl, a municipal corporation, of Buhl, Twin Falls County, State of Idaho, the party of the first part, and the Twin Falls Canal Company, a corporation, having its principal place of business in Twin Falls, County of Twin Falls, State of Idaho, the party of the second part.

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) by each of said parties hereto to the other in hand paid, receipt whereof is hereby acknowledged, the above said parties do hereby agree to the following terms and conditions.

1. The Twin Falls Canal Company hereby agrees to release all right, claim and interest it acquired under a drainage agreement dated March 31, 1923, Made between the Twin Falls Canal Company and E. C. Burke, which agreement is recorded in Book 10 of C.A.& B. at page 5, in Twin Falls County records, at Twin Falls County, Idaho; and which agreement gives the Twin Falls Canal Company the right to enter the following described premises, to-wit:

The Southwest One-fourth of the Southeast One-fourth of Section 34 Township 9 South Range 14 East of Boise Meridian, except a seven acre tract described as follows: Beginning at the Southeast corner of the Northwest One-fourth Southeast One-fourth Section 34 Township 9 South Range 14 E.B.M.; thence in a westerly direction approximately 1320 feet to the Southwest corner of the Northwest One-fourth Southeast One-fourth; thence in a northerly direction a distance of 462 feet more or less along the West line of the Northwest One-fourth southeast One-fourth; thence in an East Southeast direction to the point of beginning, said area containing approximately seven acres.

And to make or construct all ditches and drains necessary to keep the above said land from being affected by seepage.

The Canal Company reserves the right to maintain and repair their tunnel on the Southwest corner of the Southwest One-fourth of the Southeast One-fourth.

2. For and in consideration of the above agreement the City of Buhl agrees to release the Twin Falls Canal Company from any duty to drain the above said land and will hold them harmless in the event seepage occurs on the above described premises.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

ATTEST

TWIN FALLS CANAL COMPANY

[Signature]

BY Dave Stafford
President

Bernard D. Staw
City Clerk

CITY OF BUHL

BY Fred A. Kallusky
acting mayor

STATE OF IDAHO)
County of Twin Falls) SS

On this 25th day of February, 1948,
before me Bernard D. Staw, a notary public in and for
said County, personally appeared Dave Stafford
and Fred A. Kallusky

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Bernard D. Staw
Notary Public
Residing at Buhl, Idaho

450

Jan 13-1932

E. C. Burke

Contract # 220

Area effected 10.3 acres

Mr. Whelan had a
line of wells drilled in
1922 along the south line
beginning at the coulee
near the west line

Some of these wells
show good water but no
tile was laid to them

In the summer of 1931
a shallow trench was dug
up to 3 or 4 of the lower
wells which developed 15 to
20 inches. This trench
was dug to the hard pan only
the land is still wet.

J. H. Pemie