



CONTRACT  
No. 268

R.A. McDonnell

Legal Description:  
S1/2NE1/4

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



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Created: 8/2016



# 268

R. A. McDONNELL

*S 1/2 NE:*

*8-10-14*

Agreement. # 268

184377

Randall A. McDonnell, et ux.

BA

STATE OF IDAHO

COUNTY OF TWIN FALLS

as

to Canal Co. Secretary. I am Company thereto as principal acknowledged to me that he subscribed as the Assistant Secretary of the Twin Falls Canal Co. I have personally known and known personally a Robert F. McDonnell, a resident of this State, who is the owner of the Twin Falls Canal Co. I have personally known and known personally a Robert F. McDonnell, a resident of this State, who is the owner of the Twin Falls Canal Co.

T. F. Canal Co.

20

*26*

4

10

26

10

agreement

*46*

*140*

*Tim F. McDonnell*  
*City*

BA

TWIN FALLS CANAL CO.

BA

*Robert F. McDonnell*

*Robert F. McDonnell*

A G R E E M E N T  
DRAINAGE BY COOPERATION

THIS AGREEMENT, Made this 29th, day of January, 1926, by and between Randall A. McDonnell and Anna E. McDonnell 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 witt: \_\_\_\_\_, acres in the S 1/2 NE 1/4 Sec. 8, T. 10 S. R. 14 E. B. M., 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 firection 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 its 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, 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 Compan's General Manager.

(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 or at Gravel Pit. and drill such drainage wells as the Company believes necessary, and drill, blast and excavate such rock as cannot be handled with pick and shovel.

(6) That this contract is made for cooperation and division of expenses only. That the Company does not in any wise admit or acknowledge that the seepage here-in-before refferred 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 a ditches or water



AGREEMENT? DRAINAGE BY COOPERATION? (Continued)

( 7. Cont'd) ways necessary to convey such waters to the places 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 \_\_\_\_\_ By Randall R McDonnell

By \_\_\_\_\_ By Anne E McDonnell

By TWIN FALLS CANAL CO.  
J. C. Lynch  
Assistant Secretary

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss

On this 30<sup>th</sup> day of January, 1926, before me Emma L. Wick, a Notary Public in and for said County and State, personally appeared J. C. Lynch, 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, July 14, 1929.

Emma L. Wick  
Notary Public

STATE OF IDAHO )  
COUNTY OF TWIN FALLS ) ss

On this 29<sup>th</sup> day of Jan., 1926, before me, L. H. Perrine, a Notary Public in and for Twin Falls County, State of Idaho, personally appeared

Randall R. McDonnell and Anne E. McDonnell and being the first parties to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first parties: and duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29 day of January, 1926.

My Commission expires, 12-21, 1928.

L. H. Perrine  
Notary Public

Mr Smith:-

In looking for the McDonnell  
drainage Contract I failed to find  
it, so I got this one.

Mr. McDonnell said he  
had an agreement with  
Mr Whelon but it ~~was~~  
must have been misplaced and  
the real date of this contract  
should be about March 1924.  
The Company paid him his  
earth estimate May. 8-1924.  
L.H.P.

<sup>4</sup>  
268 Mc Donnell R.A.

S 1/2 NE - 8 - 10 - 11

Title

$\frac{18''}{1353'}$  -  $\frac{15''}{901'}$  -  $\frac{12''}{2351'}$  -  $\frac{10''}{225}$



NOTE -

STATIONS		Bottom width	Slope
0+00 to 4+50	Open cut	3.0	1:1
4+50 " 14+23	18" TILE	2.7	3/4:1
14+23 " 17+25	15" "	2.4	"
17+25 " 21+90.5	12" "	2.1	"

EAST BRANCH

0+00 to 3+11	12" TILE	2.1	3/4 to 1
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WEST BRANCH

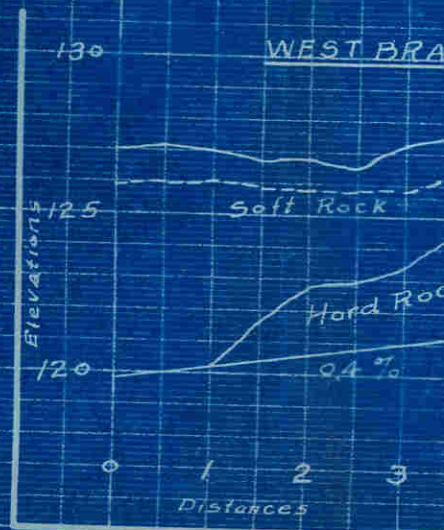
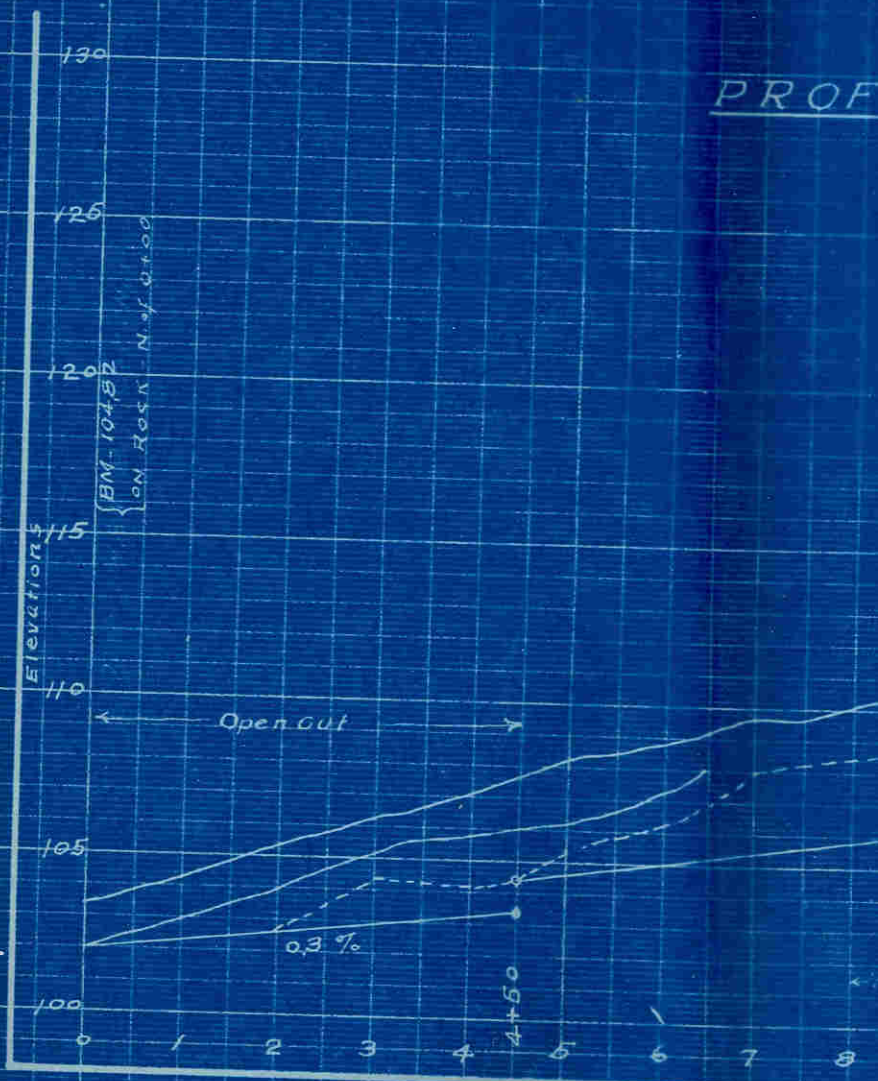
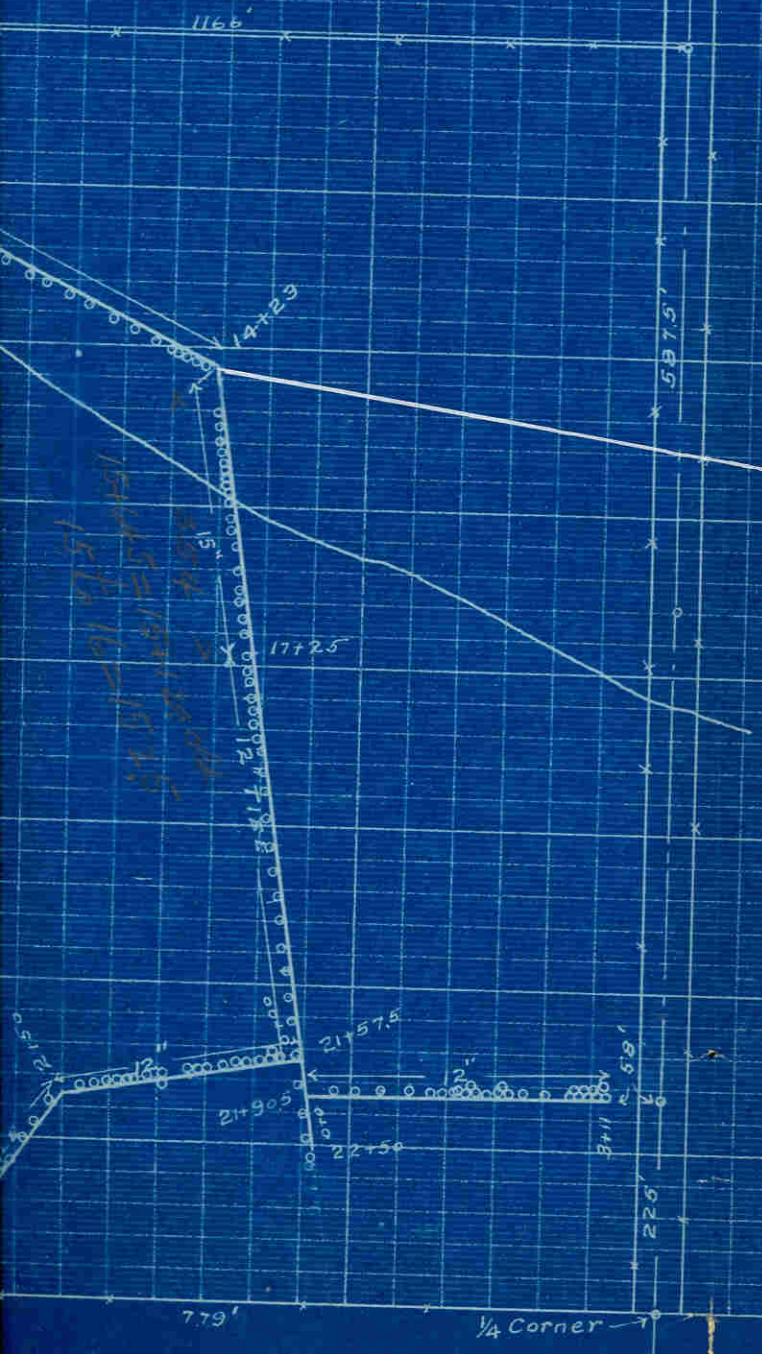
0+00 to 2+11	12" TILE	2.1	3/4 to 1
2+11 to 4+75	10" "	2.0	" " "

HARD ROCK - VERTICAL SECTION

R. A. McDONNELL  
Buhl, IDAHO  
S 2 NE 8-10-14  
CONTRACT #

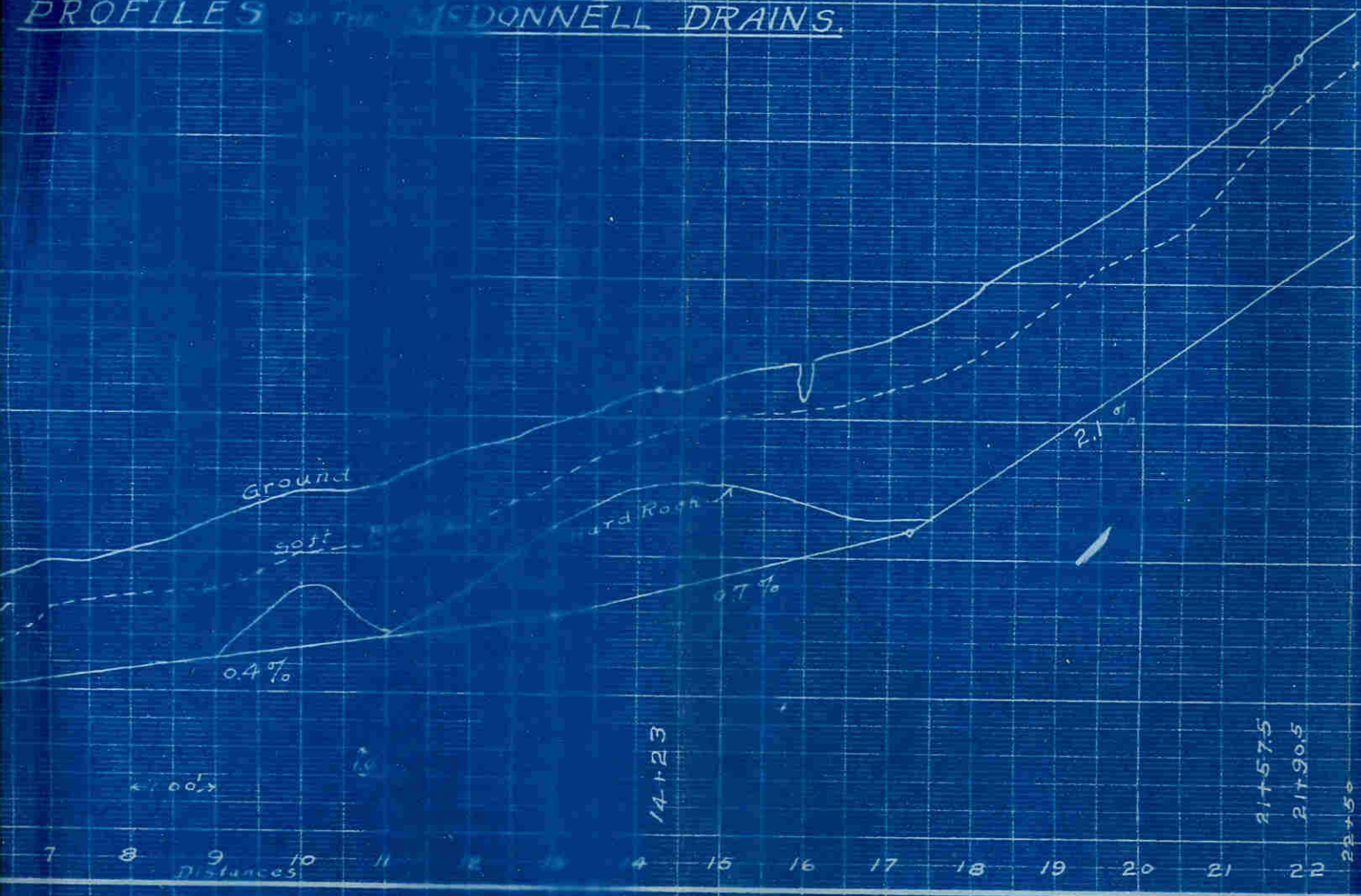
Scale 1" = 200' - 2-3-1926



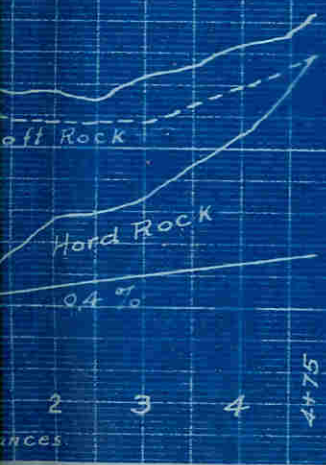




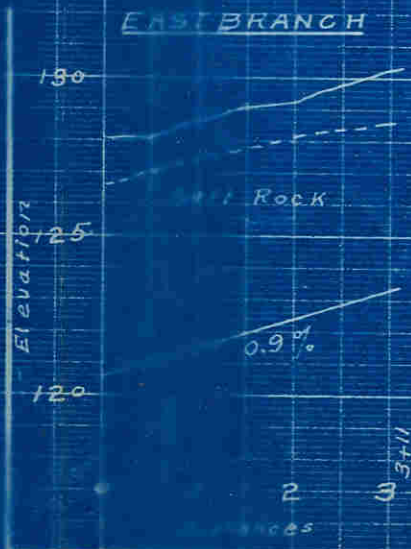
# PROFILES OF THE McDONNELL DRAINS.



## WEST BRANCH



## EAST BRANCH

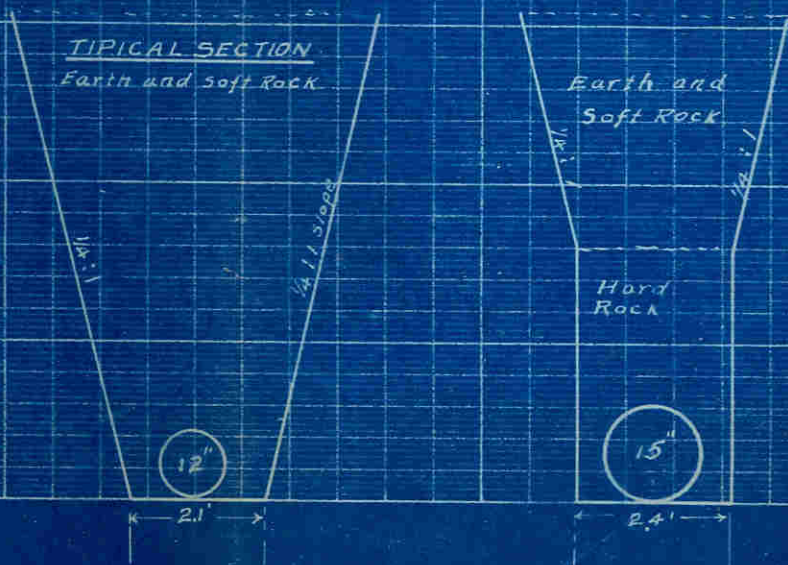
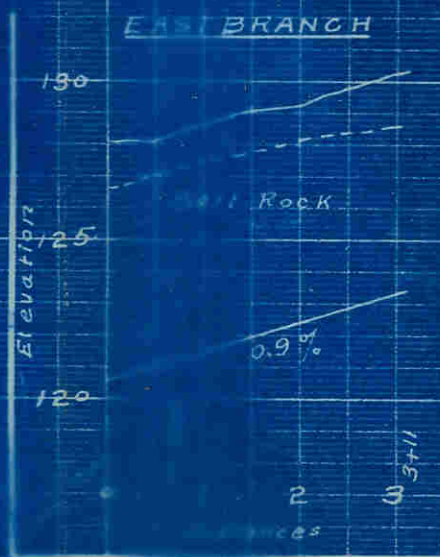
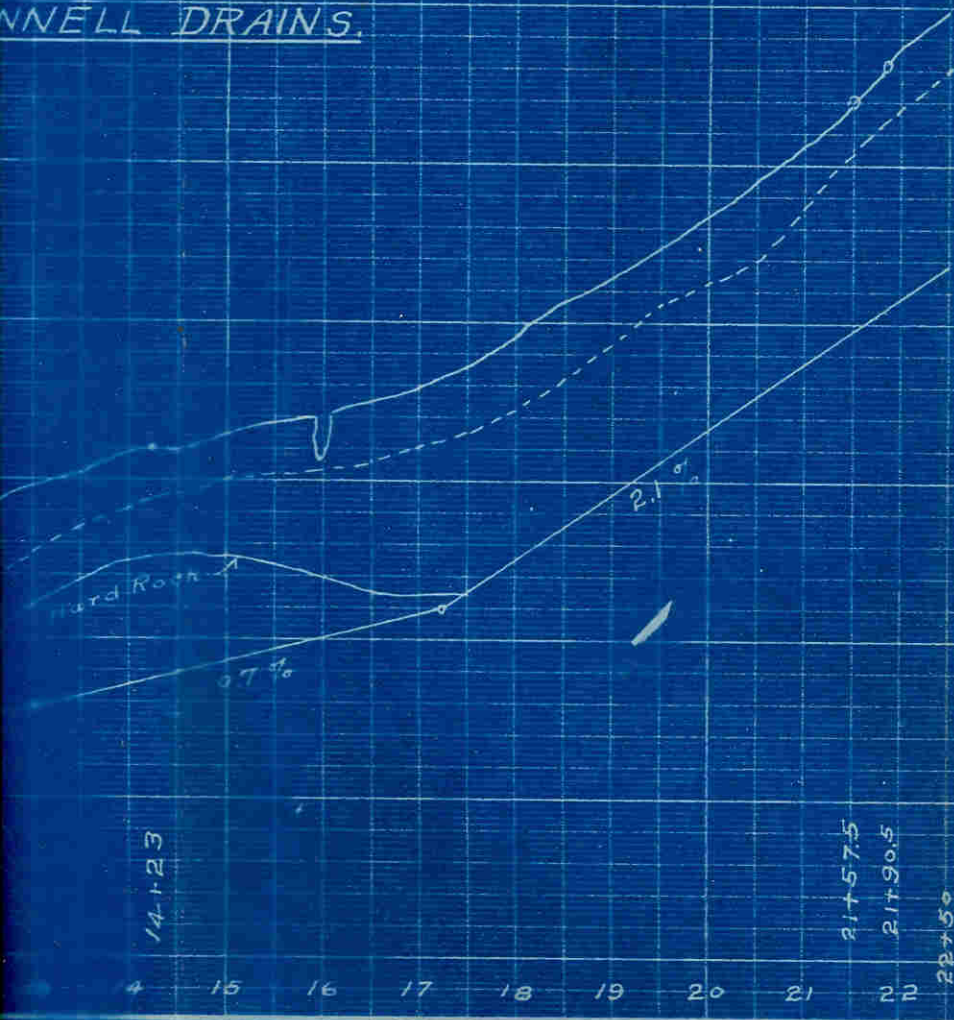


## TYPICAL SECTION Earth and Soft Rock





# ANNELL DRAINS.





COULLEE

1 FF

0+00

OPEN DRAIN

0.9 %

4+50

6+50

1166.6

18" TILE  
GRADE: 0.4 %

13+00

14+23

Man-hole

0.76 %

15"

16+00

12 %

17+00

2.1 %

12" TILE

530'

N. 63° 11' W

5875

R. A. McDONNELL  
BUHL IDAHO  
5 1/2-NE: 8-10-14.  
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LEGEND

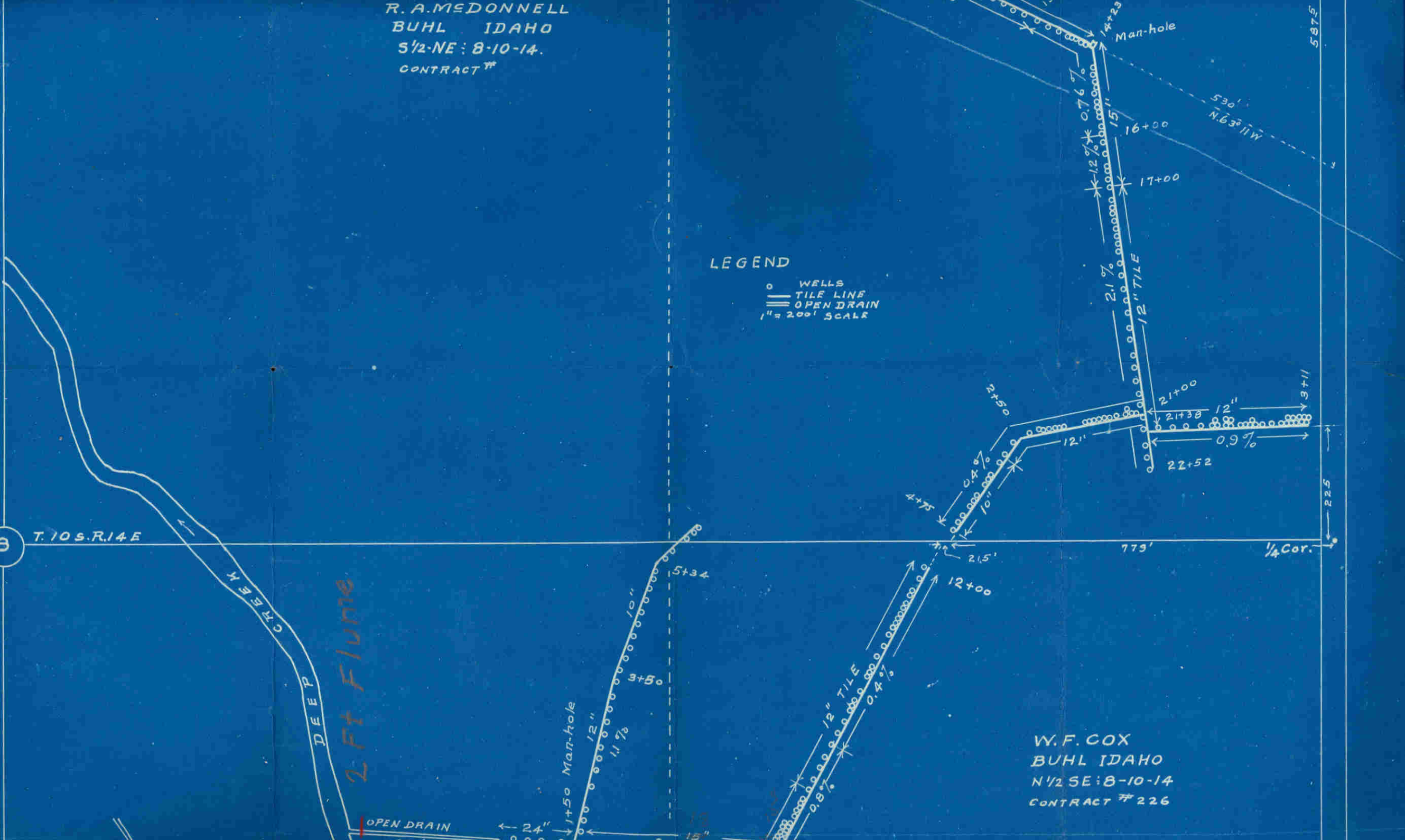
○ WELLS  
— TILE LINE  
— OPEN DRAIN  
1" = 200' SCALE



R. A. McDONNELL  
BUHL IDAHO  
S 1/2 NE: 8-10-14.  
CONTRACT #

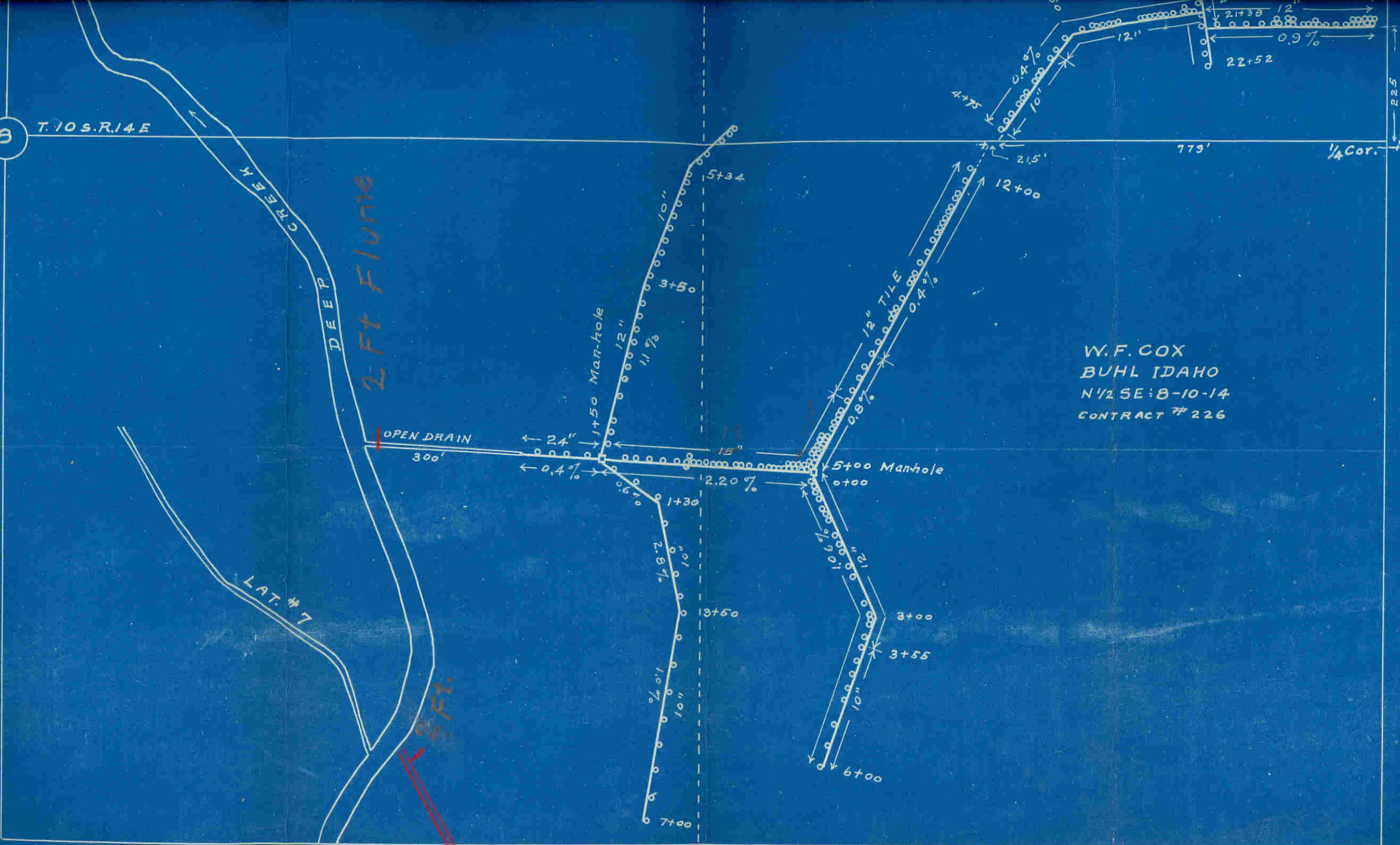
LEGEND

- WELLS
- TILE LINE
- OPEN DRAIN
- 1" = 200' SCALE



W. F. COX  
BUHL IDAHO  
N 1/2 SE: 8-10-14  
CONTRACT # 226





W.F. COX  
BUHL IDAHO  
N 1/2 SE 8-10-14  
CONTRACT # 226

Tunnel



COULLEE

0+00

OPEN DRAIN

0.3%

24" Ventura Flume

4+50

6+50

R. A. MEDONNELL  
BUHL IDAHO  
S 1/2-NE 8-10-14.  
CONTRACT # 268

0+00

Open 12" Flume

N. 51° 58' W

530'

18" Tile

5+30

11+07 M.H.

551° 01' E

145'

15"

5.5° 51' E

6+75

185'

M.H.

12" Tile

0.4%

574° 09' W

M.H.

12" Tile

1.9%

733'

LEGEND

○ M.H.

○ 12" Tile

○ 18" Tile

○ 15"

○ 5.5° 51' E

○ 574° 09' W

○ 1.9%

○ 0.4%

○ 11+07 M.H.

○ 551° 01' E

○ 145'

○ 15"

○ 5.5° 51' E

○ 6+75

○ 185'

○ 574° 09' W

○ 1.9%

○ 0.4%

○ 11+07 M.H.

○ 551° 01' E

○ 145'

○ 15"

○ 5.5° 51' E

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○ 185'

○ 574° 09' W

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