

CONTRACT  
28

Marshall Cassel

Legal Description:  
E1/2SW

Section 2  
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.

A G R E E M E N T .

WELL DRAINAGE.

TWIN FALLS CANAL COMPANY,

PARTY OF THE FIRST PART,

Marshall Canal

PARTY OF THE SECOND PART.

P<sup>1</sup>/<sub>2</sub> Sec.

SEC. 2 TP. 10 R. 17

6/21

1915

See # 242

Contract #28  
M. Cassel.  
Twin Falls, Ida.

E<sup>2</sup> JW 2-10-17.

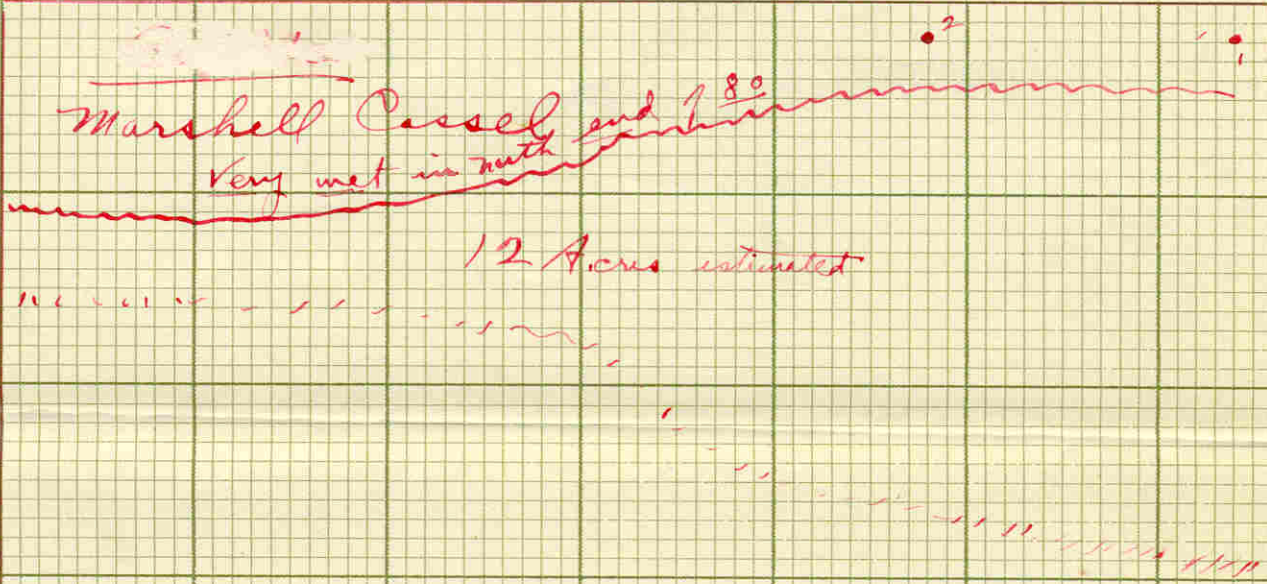
Three wells drilled but not  
tapped. Held up for right of way  
across Mr. Dammun.

May 24, 198. OAT

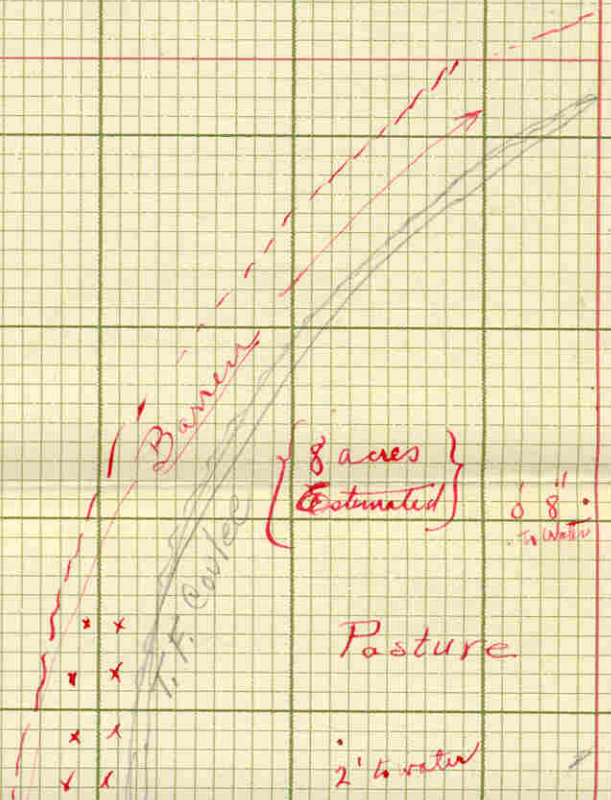
No. Contact 28

E 1/2 SW Sec 2-10-17

1 Drilled Well  
2 " "  
Both wells flowing - Kistner



L.H. Penine July 28-1920



100 Apple bees died.

Water 8" from surface

Pasture

2' to water

(Estimated) 0.8  
in water

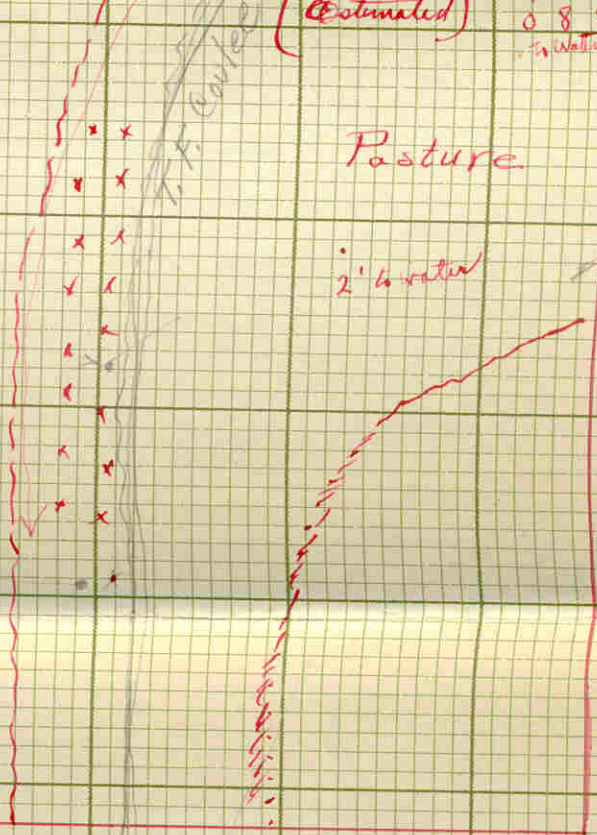
Pasture

2' to water

100 apple trees died.

Water 8" from surface  
to 2' higher than water in  
coulee

4' to water at house



THIS AGREEMENT MADE THIS 21<sup>st</sup> DAY OF June 1915  
BY AND BETWEEN THE TWIN FALLS CANAL COMPANY, AN IDAHO CORPORAT-  
ION, PARTY OF THE FIRST PART, AND M Cassal  
PARTY OF THE SECOND PART, WITNESSETH:

WHEREAS, THE FOLLOWING DESCRIBED LAND, TO-WIT:

The E 1/2 of The S W 1/4 of Sec 29, T. 10 S. R. 17 E. S. 11 W.

IN TWIN FALLS COUNTY, IDAHO, IS AT PRESENT BEING INJURED BY  
SEEPAGE; AND, WHEREAS, THE FIRST PARTY IS ABOUT TO BORE ONE OR  
MORE WELLS ON OR NEAR SAID LAND UNDER THE DIRECTION OF W. G. SLOAN  
A DRAINAGE ENGINEER, FOR THE PURPOSE OF DETERMINING THE EFFECT OF  
SUCH WELLS IN DRAINING SAID SEEPED LAND;

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 LAND,  
THE NUMBER, SIZE, DEPTH, CHARACTER AND LOCATION TO BE DESIGNATED BY  
SAID ENGINEER, THAT 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 FIFTEEN DOLLARS (\$15.) 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 HEREBY REFERRED TO  
OR ANY PART THEREOF, IS THE RESULT OF ANY NEGLIGENCE 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 WELL, THE SAME SHALL BE SUBJECT TO THE USE OF THE FIRST PARTY FOR IRRIGATION, AND SECOND PARTY WILL GRANT TO THE 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 UTILISE OR DISPOSE OF 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 THIS DAY AND YEAR FIRST ABOVE WRITTEN,

TWIN FALLS CANAL COMPANY,

BY W. O. Taylor SECRETARY.  
M. L. Lussel