

CONTRACT 73

Joe Sipkins

Legal Description:
Lot 2 & 3

Section 7
Township 10 South
Range 16 East

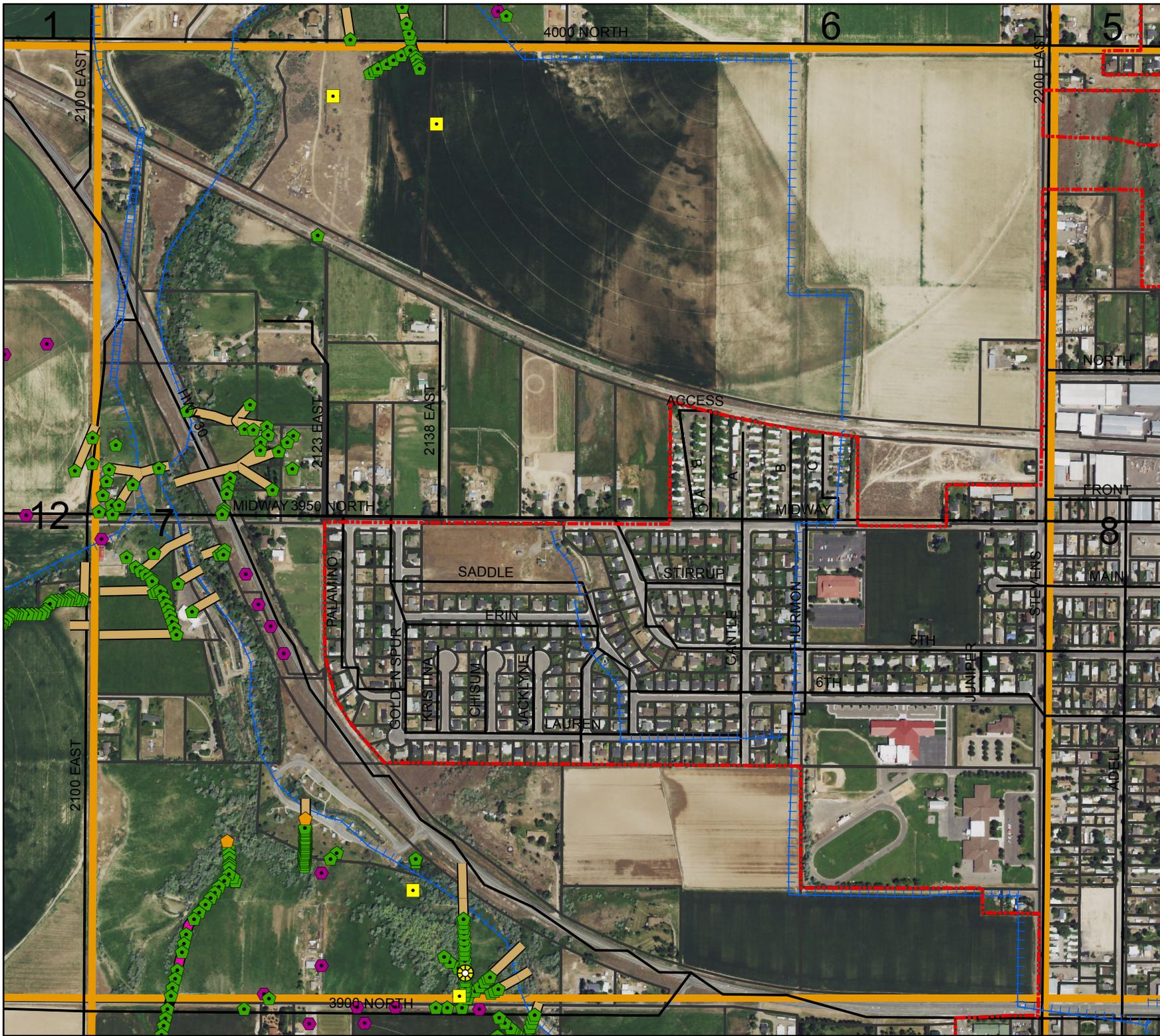
Legend

- 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



AGREEMENT

WELL DRAINAGE

TWIN FALLS CANAL COMPANY,

Party of the First Part.

Joe Dipina Etals

Party of the Second Part.

Lot 2-3

Sec. *7* Tp. *10* R. *16*

107.7 191*6*

AGREEMENT

This Agreement, Made this 17 day of Oct 1916

by and between the TWIN FALLS CANAL COMPANY, an Idaho corporation,
party of the first part, and Joe Sipekus et als,

party of the second part, witnesseth:

Whereas, the following described land, to-wit:

Lot 2-3 Sec 7 Tp 10 South Range 16 E. B. M.

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 J. C. Porterfield, 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 judgment 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 (\$15⁰⁰) 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 hereinbefore referred to or any part thereof, is the result of any neglect 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 utilize 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 the day and year first above written.

TWIN FALLS CANAL COMPANY,

By W. O. Taylor Secretary

Joe Sipekus

John Von Ghent Contract No 73
pt
For Lots 2 and ~~3~~ in Sec 7 10-16.

This contract was signed by Joe Sipkens who on the date of the signing of the Contract Oct 17, 1916 owned the land. The drainage work on this tract consists of operations on the east and west sides of Cedar draw which runs through from south to north.

On the east side of the draw 350 feet of 12 inch tile was laid, 670 feet of 10 inch tile and 340 feet of 8 inch

On the west side 460 feet of 10 inch and 140 feet of 12 inch tile was laid

Total tile laid as follows

12"	10"	8"
490 feet	1130 feet	340 feet

30 wells were drilled on this land.

Mr Von Ghent is making some effort to cultivate the area affected but not sufficiently well to determine whether the tract has been thoroughly reclaimed.

Total area drained on this tract 11.3 acres.

July 19, 1920

C.A. McClelland.

12
350
10
670
340
460

Ray Sipkens Contract No 73.

for Part of Lot 3 in Sec 7 10-16.

This contract was signed by Joe Sipkens on Oct 17, 1916 who owned the land at that time. The work here was almost entirely on the west side of Cedar draw and consists of the drilling of 23 wells and laying tile as follows;

8"	10"	12"
410 feet	735 feet	140 feet.

This land is quite rocky and difficult to put under cultivation. However the amount of work done here should drain 8.7 acres as shown by the attached plat

July 19, 1920

C.A. McClelland.

Contract # 73

Joe Sipkens et al. Alex Sda

Lot 2 & 3 7-10-16

work not completed.

May 28 - 1918 - C.A. McClelland

*15 A. Drained July 24 - '26
Perrine*

JOHN VON GHENT
Part Lot 2 Sec 7
10-16
Cont # 73

38.254

7.54

3.84

8.7A

RAY SIPKINS
Pt Lot 3 Sec 7
10-16
Cont # 73

FILER MEAT CO.

CEDAR DRAW

Lateral 4

Small Canal

10" Tile
10" Tile

3" Tile

10" Tile

8 7/8"

8 1/2"

8 1/2"

8 1/2"

10"

8"

8"

10"

10"

12"

12"

12"

12"

12"

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12"

12"

12"

12"

12"

12"

12"

12"

12"

12"

15/16
5/16
1/16

7

Small
Canal