

SUPPORTING DATA
WATER RIGHTS CLAIMS

EDWIN R. HAGLUND : 95-16047

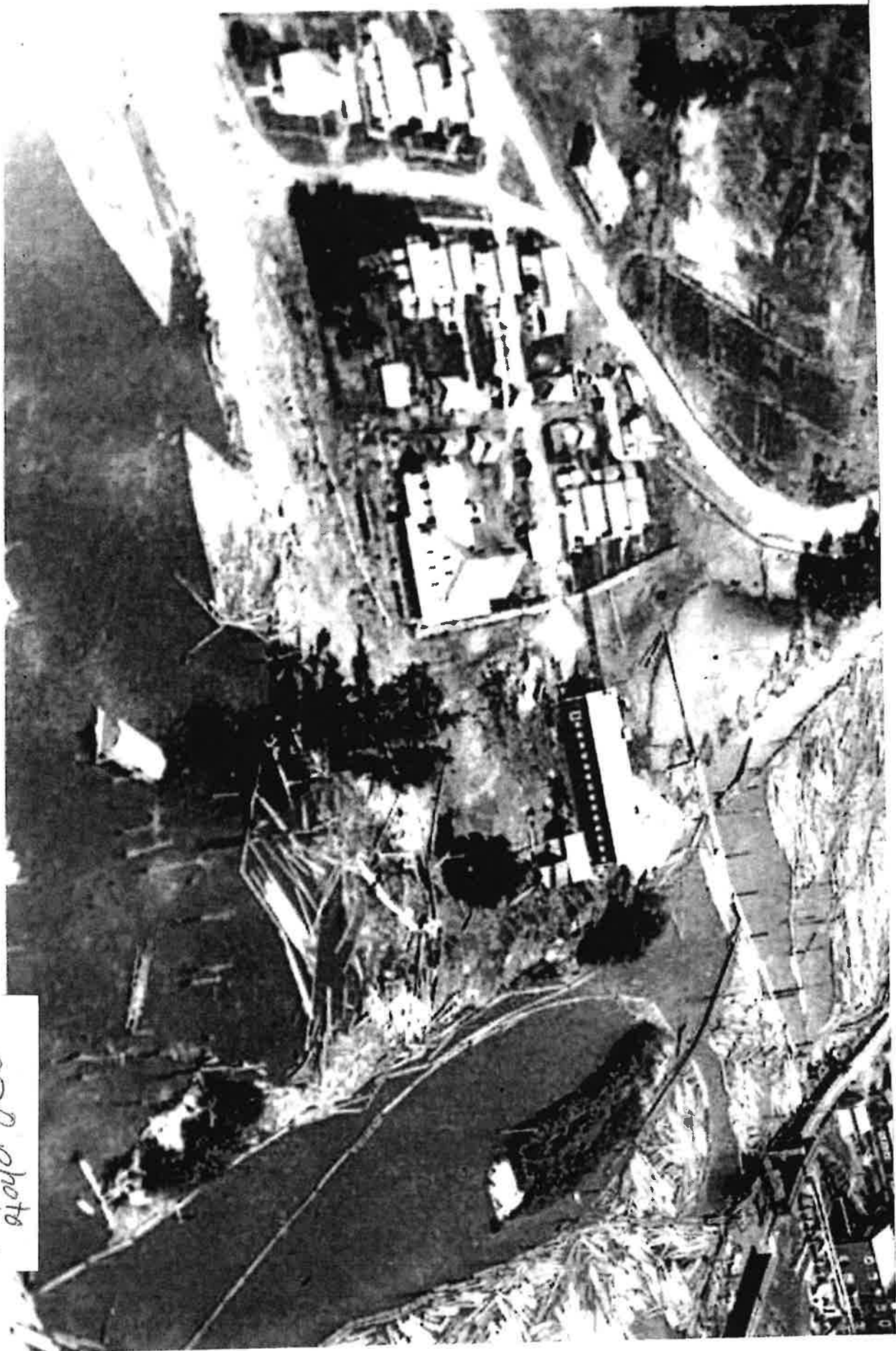
1820 W. BLACKWELL MILL ROAD

& Dianne Borjesson 95-16067

WILLIAM F. CHAPMAN : 95-11984

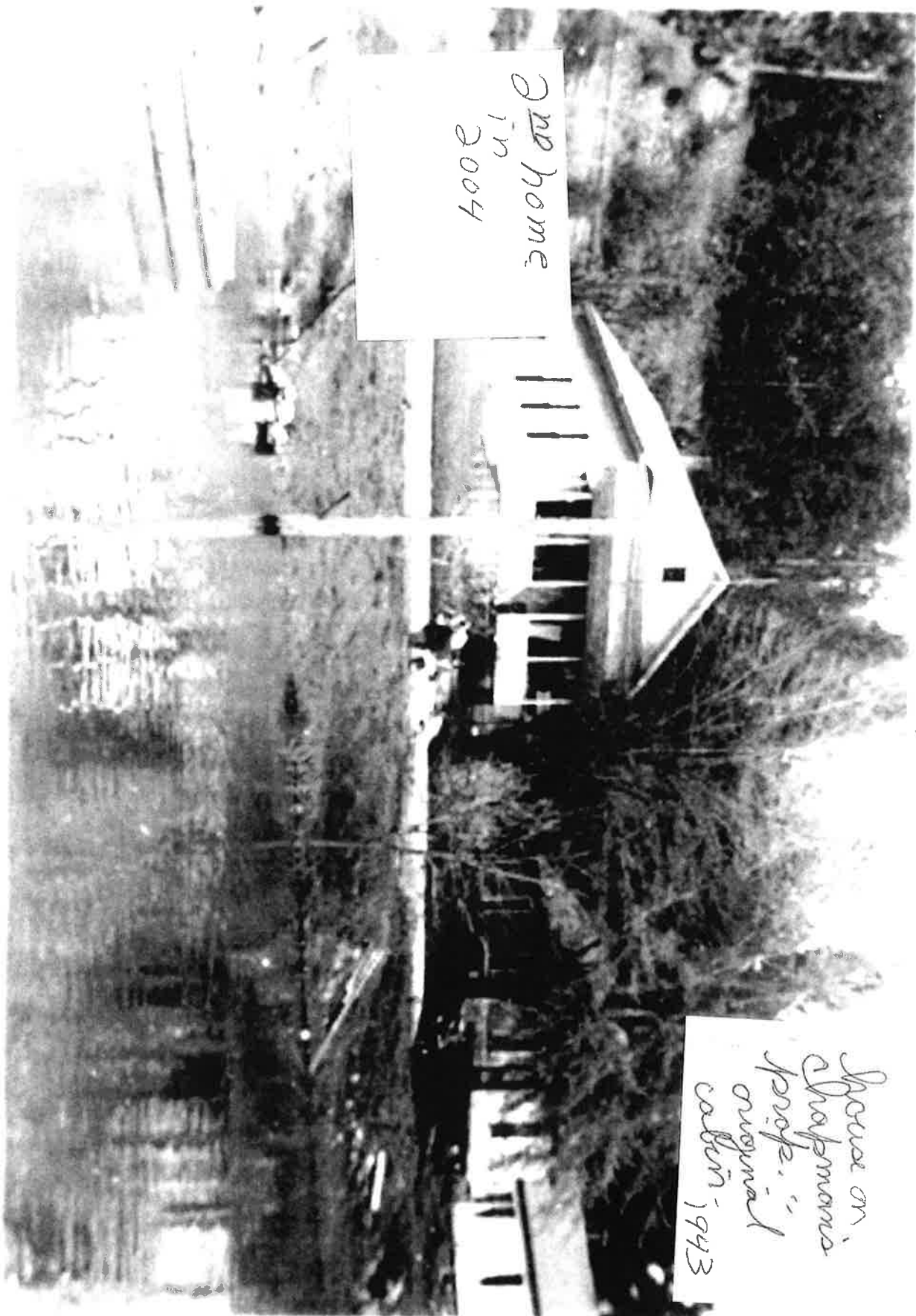
1948 W. BLACKWELL MILL ROAD

1920 photo
Murphy N.
house &
shop



An aerial photograph of a residential neighborhood. Two callout boxes are present. The top box, labeled '95-1604', points to a house with a dark roof. The bottom box, also labeled '95-1604', points to a house with a lighter roof. The houses are surrounded by trees and other vegetation.

44-38861-36



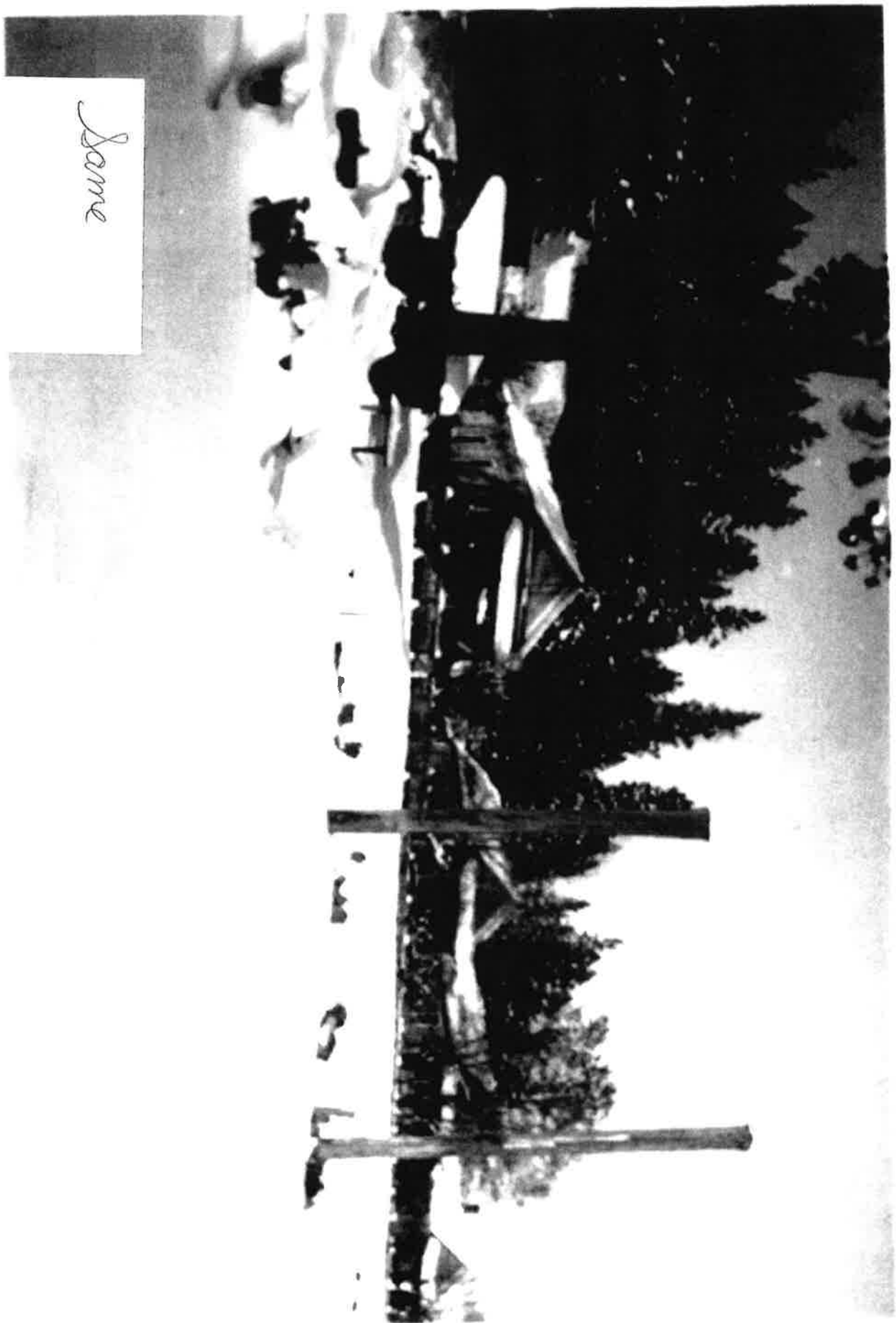
2nd home
in
2004

House on
Chapman's
place. "I
original
cabin" 1943



same
cabin
Chapman

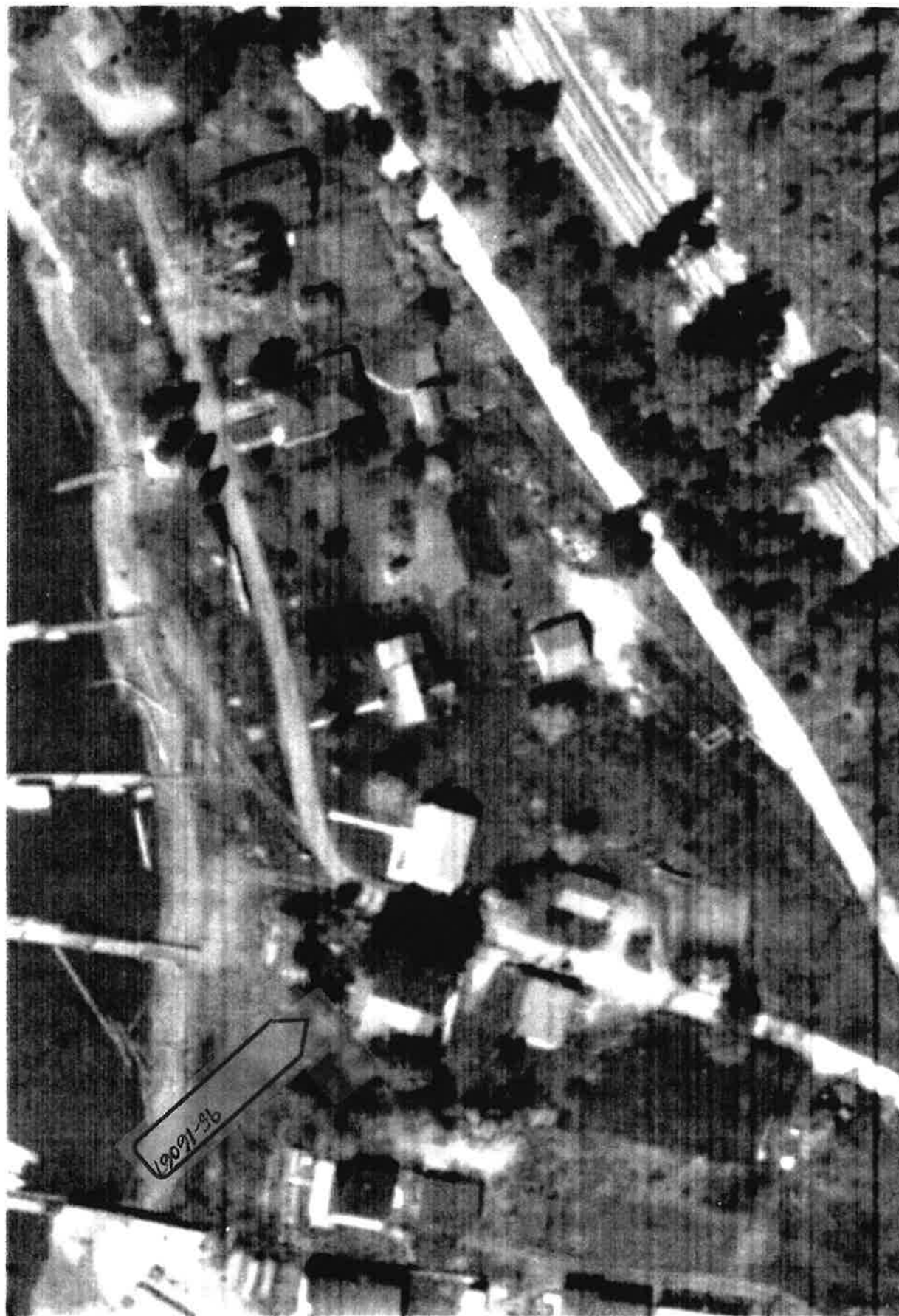
Jane



Homes
1, 2 & 3
Chapman
Honey Pot
Jessick

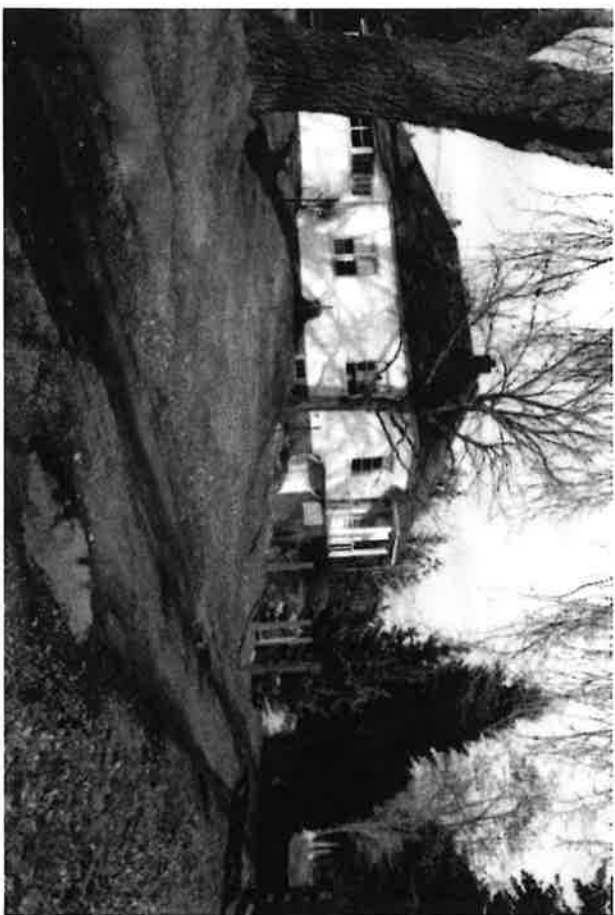


1963









FRONTAGE ACCESS ROAD AT TIME OF ED'S PURCHASE



Home #2



CHANGE ENTRANCE OFF FRONTAGE ROAD

Homes
2, 3, 4 & 5
2017 (2018?)



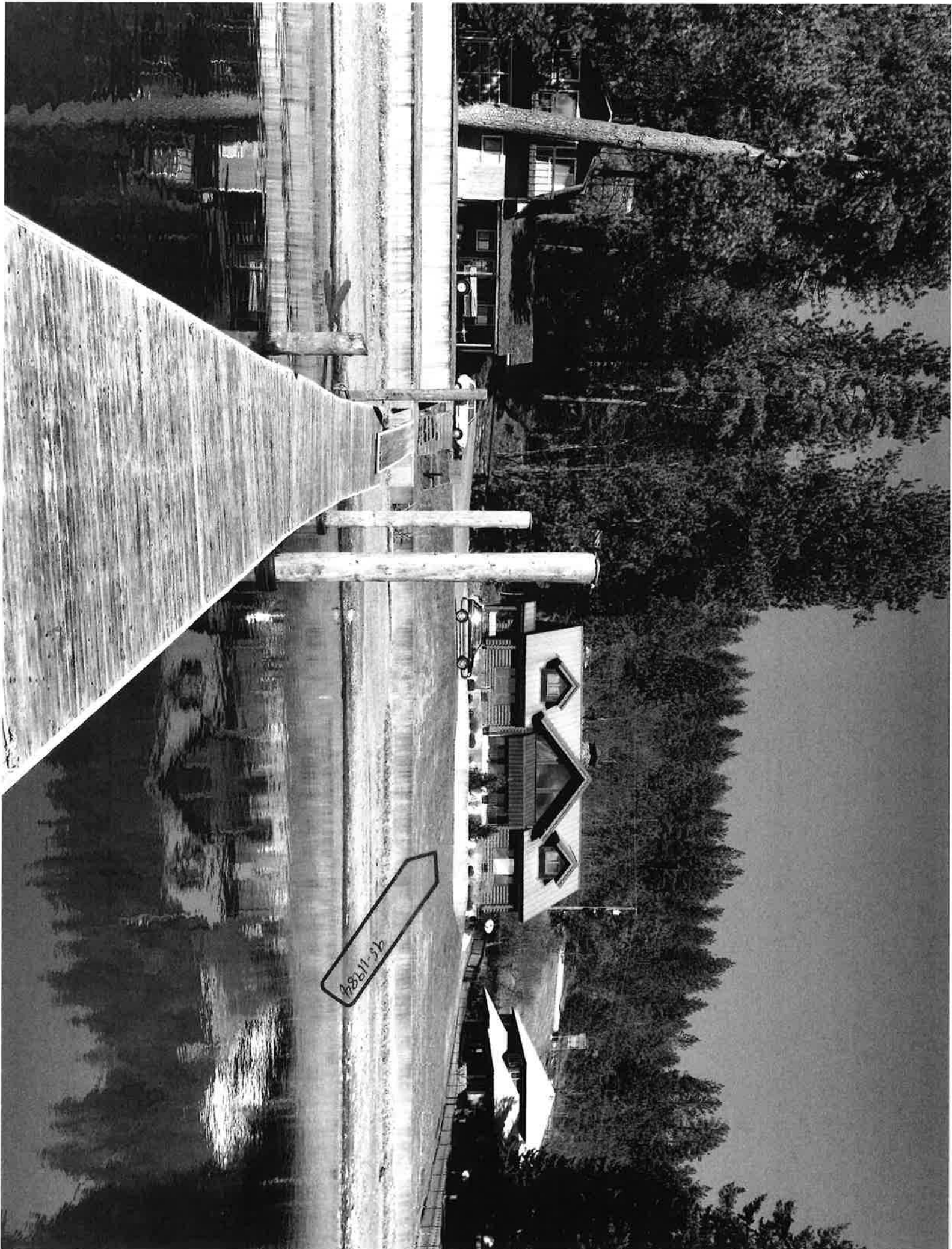
1982
Chapman



AUGUST 1990

1911
replaced
by
2803 home

1982-1983



A G R E E M E N T

WHEREAS, Carl E. Carlson and Lydia R. Carlson, his wife, are the owners of a spring situated on the Northeast quarter of the Southeast quarter of Section 15 Township 10 North Range 4 East, B. M., in Kootenai County, Idaho, and

Whereas, Jacob Jessick and Anna Jessick, husband and wife, are owners of a parcel of land in the land above described, on which there is a dwelling house which is supplied with water from said spring for household use through a pipe maintained by said spring and leading from said spring, and

Whereas, the parties hereto as owners of the parcels of land upon which houses are located respectively desire to maintain their respective rights to said old use of said water upon the said parcels of land upon which said houses are located, and that each of said houses and the lot upon which they are situated have and have the proper portion of water of said spring without priority of right over the other,

NOW, THEREFORE, IT IS MUTUALLY AGREED that said Jacob Jessick and Anna Jessick, his wife, their heirs and assigns, are entitled to one-twelfth, and Carl E. Carlson and Lydia R. Carlson, and those to whom they may heretofore have assigned or will in the future assign, are entitled to the balance of said spring water, and said parties are entitled to maintain their respective pipe lines from said spring with outlets to user not larger than 5/8 inches in diameter. That the term "household use" as here used shall include water for not to exceed two cows to each household, and said spring shall be maintained by said users mutually in the ratio of such right of use, and repairs or improvements made upon said spring shall be done by mutual consent and according to respective interests.

The spring referred to is the one from which pipes in place are laid to the houses, and has no connection with the storage tank which has been used by the Elgin Lumber Company for storing water for fire protection.

Dated this 25th day of January, 1933.

Carl E. Carlson

Lydia R. Carlson

Parties of the First Part

houses, and has no connection with the storage tank which has been used by the
Lumber Company for storing water for fire protection.

Dated this 25th day of January, 1939.

Carl E. Carlson

Lydia R. Carlson
Parties of the First Part

Jacob Jessick

Anna Jessick
Parties of the Second Part

State of Idaho,)
County of Kootenai.) ss.

On this 25th day of January, 1939, before me, William B. McFarland, a
Public in and for said county and state aforesaid, personally appeared Carl E.
and Lydia R. Carlson, his wife, and Jacob Jessick and Anna Jessick, his wife, to
me to be the persons whose names are subscribed to the foregoing instrument and
advised me that they executed the same.

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

(Notarial Seal)

William B. McFarland
Notary Public in and for the
State of Idaho, residing at
Coeur d'Alene.

State of Idaho)
County of Kootenai.) ss.

Filed for record at the office of the Kootenai Abstract Company on Jan
at 2:37 o'clock P M and recorded in Book 18 of Miscellaneous Records page 51C.

Jas. A. Foster, County Recorder

By Ardath Burke, Deputy

Fee \$1.00

WITNESSES, Carl E. Carlson and Lydia R. Carlson, his wife, are the owners of a spring situated on the Northeast quarter of the Southeast quarter of Section 15 Township 50 North Range 4 W. E. M., in Footenat County, Idaho, and

Whereas, Jacob Jessick and Anna Jessick, husband and wife, are owners of a parcel of land in the land above described, on which there is a dwelling house which has been supplied with water from said spring for household use through a pipe maintained by the users of said spring and leading from said spring. and

Whereas, the parties hereto as owners of the parcels of land upon which said houses are located respectively desire to maintain their respective rights to said household use of said water upon the said parcels of land upon which said houses are located in such manner that each of said houses and the lots upon which they are situated shall share and have the proper portion of water of said spring without priority of right one over the other,

NOW, WHEREFORE, IT IS MUTUALLY AGREED that said Jacob Jessick and Anna Jessick, his wife, their heirs and assigns, are entitled to one-twelfth, and Carl E. Carlson and Lydia R. Carlson, and those to whom they may heretofore have assigned or will in the future assign, are entitled to the balance of said spring water, and said parties are entitled to maintain their respective pipe lines from said spring with outlets to each user not larger than 5/8 inches in diameter. That the term "household use" as herein used shall include water for not to exceed two cows to each household, and said spring

shall be maintained by said users mutually in the ratio of such right of use, and any repairs or improvements made upon said spring shall be done by mutual consent and no-

according to respective interests.

The spring referred to is the one from which pipes in place are laid to said houses, and has no connection with the storage tank which has been used by the Blackwell Lumber Company for storing water for fire protection.

Dated this 25th day of January, 1939.

Carl E. Carlson

Lydia R. Carlson
Parties of the First Part

Jacob Jessick

Anna Jessick
Parties of the Second Part

State of Idaho,
County of Kootenai.) ss.

On this 25th day of January, 1939, before me, William B. McFarland, a Notary Public in and for said county and state aforesaid, personally appeared Carl E. Carlson and Lydia R. Carlson, his wife, and Jacob Jessick and Anna Jessick, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year in it is certificate first above written.

(Notarial Seal)

William B. McFarland
Notary Public in and for the
State of Idaho, residing at
Coeur d'Alene.

State of Idaho)
County of Kootenai) ss.

Jacob Jessick

Anna Jessick

Parties of the Second Part

State of Idaho,
County of Kootenai, ss.

On this 25th day of January, 1939, before me, William B. McFarland, a Notary Public in and for said county and state aforesaid, personally appeared Carl E. Carlson and Lydia R. Carlson, his wife, and Jacob Jessick and Anna Jessick, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year in it is certificate first above written.

(Notarial Seal)

William B. McFarland
Notary Public in and for the
State of Idaho, residing at
Bozeman, Montana.

State of Idaho)
County of Kootenai) ss.

Filed for record at the office of the Kootenai Abstract Company on Jan 25 - 1941
at 2:37 o'clock P.M. and recorded in Book 10 of Miscellaneous Records Page 510.

Fee \$1.00

Notary, County Recorder
of Kootenai County, Idaho

STATEMENT OF UNDERSTANDINGS

The purpose of this document is to set forth the understandings of the Undersigned Parties who have mutual interests in the continued use and improvement of a natural spring located on the real property described in Exhibit A attached hereto and incorporated by reference herein.

Description of the Parties:

(1) JACOB DODGE is the owner of the developable real property described in Exhibit A upon which the above-described spring is located.

(2) EVA OGG and TIM A. JOHNSON are the owners of single family residential properties that are north of Highway 95 and are presently domestic users of the spring by direct lines from the existing reservoir located near the spring.

(3) LAFFERTY TRANSPORTATION, MIKE HALLSTROM, EARL JESSICK, ROSE MARY JESSICK, ED HAGLUND, BUD SACCOMANTO, and LIZ STEVE are the owners of properties that are south of Highway 95 toward Coeur d'Alene Lake, and are presently using the spring and existing reservoir as their domestic water source via a distribution line from the existing reservoir that goes underneath Highway 95.

Description of Current Water System: The current water system is comprised of an established natural spring incased in an concrete box with a 1" line to two small concrete reservoirs that gravity feed to the above-described users. The system is inadequately constructed and fails to efficiently capture and utilize the flow of the spring, as well as being subject to contamination and clogging.

Statement of Understandings: The Undersigned Parties have mutually agreed that it is in their collective best interest to jointly improve the above-described water system to provide for more efficient use of the excess waters of the spring, and to reduce the problems of contamination and clogging. Since DODGE is the owner of the property upon which the spring is located and is in the business of water system construction, the parties have mutually requested that DODGE arrange for and supervise the construction of the following described improvements to be made to the spring and reservoir system (graphically depicted in Exhibit B attached hereto):

(1) The construction of a better incasement of the spring so as to reduce contamination and clogging.

(2) The construction of a 5,000-7000 gallon reservoir with an approximate height of ten (10) feet that will collect and gravity feed the waters of the spring in the following manner:

(a) The current users of the spring will gravity feed from the bottom of the reservoir to a storage height of no less than seven (7) feet in the reservoir,

(b) Above the seven (7) foot level in the reservoir, the water shall be considered to be excess water and subject to appropriation by DODGE for the beneficial use of his property described in Exhibit A. Dodge's diversion point shall be at the seven (7) foot level in the reservoir as depicted in Exhibit B.

(3) Construction of a new underground pipe from the reservoir to the connection point of the current users as is deemed appropriate in light of the location of each user and the terrain, so as to create a proper distribution system.

The parties have mutually agreed that each current user will tender the sum of SIX HUNDRED DOLLARS (\$600.00) as their share of the costs for the improvement of the existing system. In addition, DODGE has agreed that as part of the future development of his property, he will provide for appropriate easements so that the above-described water system can connect to a public water system in the event that contamination of the spring makes such a connection necessary. DODGE further agrees to construct, on the waterline easement property, an underground 3" pipe buried 3' in the ground so as to connect the above-mentioned water system to a public water system in the event that such opportunity becomes available.

IN WITNESS of these understandings, the undersigned parties have set their hands as an affirmative demonstration of their mutual intent and good faith.

GA Michael E. Halseton

GA Rene Mary Jesick

GA Earl L. Jesick

GA Earl L. Jesick

GA Earl L. Jesick

GA Earl L. Jesick

GA Earl L. Jesick

GA Earl L. Jesick

GA Earl L. Jesick

GA Earl L. Jesick

Previous owner
of 95-16067
(Dianne)

Jeanne Jesick

Jeanne Jesick

Jeanne Jesick

Jeanne Jesick

Jeanne Jesick

Jeanne Jesick

Jeanne Jesick

EXHIBIT "A"

PARCEL NO. I

Lots 10, 11 and 12, Block 2, FIRST ADDITION TO LAKEVIEW HEIGHTS, according to the plat recorded in the office of the County Recorder in Book D of Plats at Page 75, records of Kootenai County, Idaho.

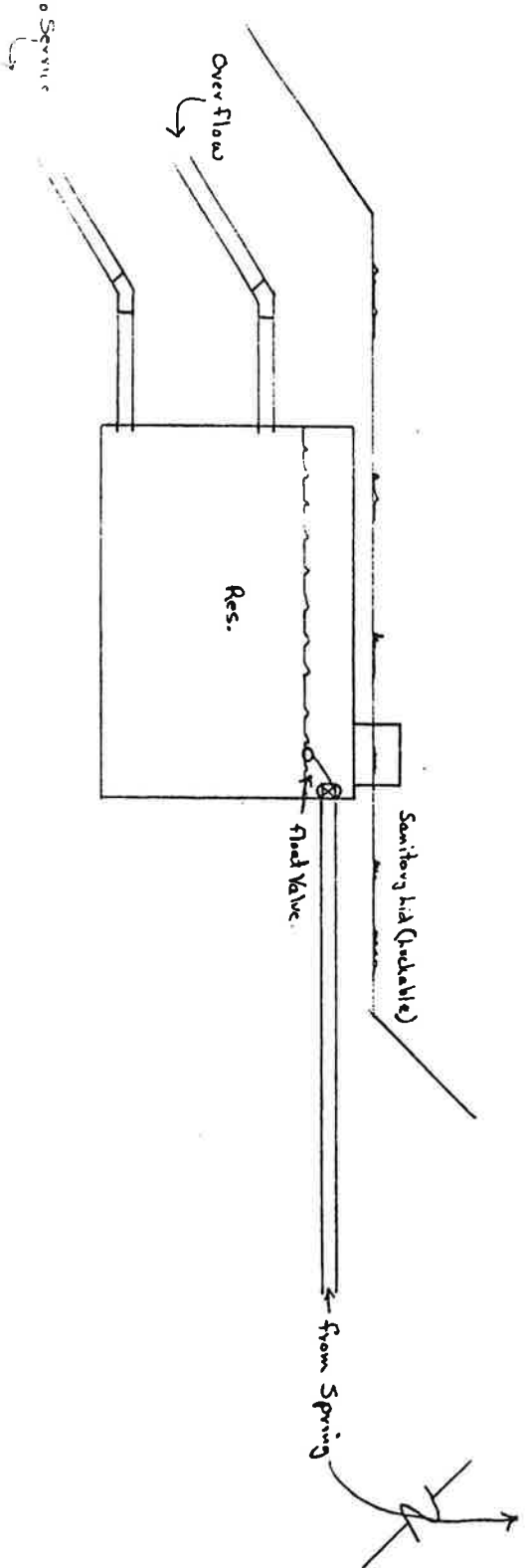
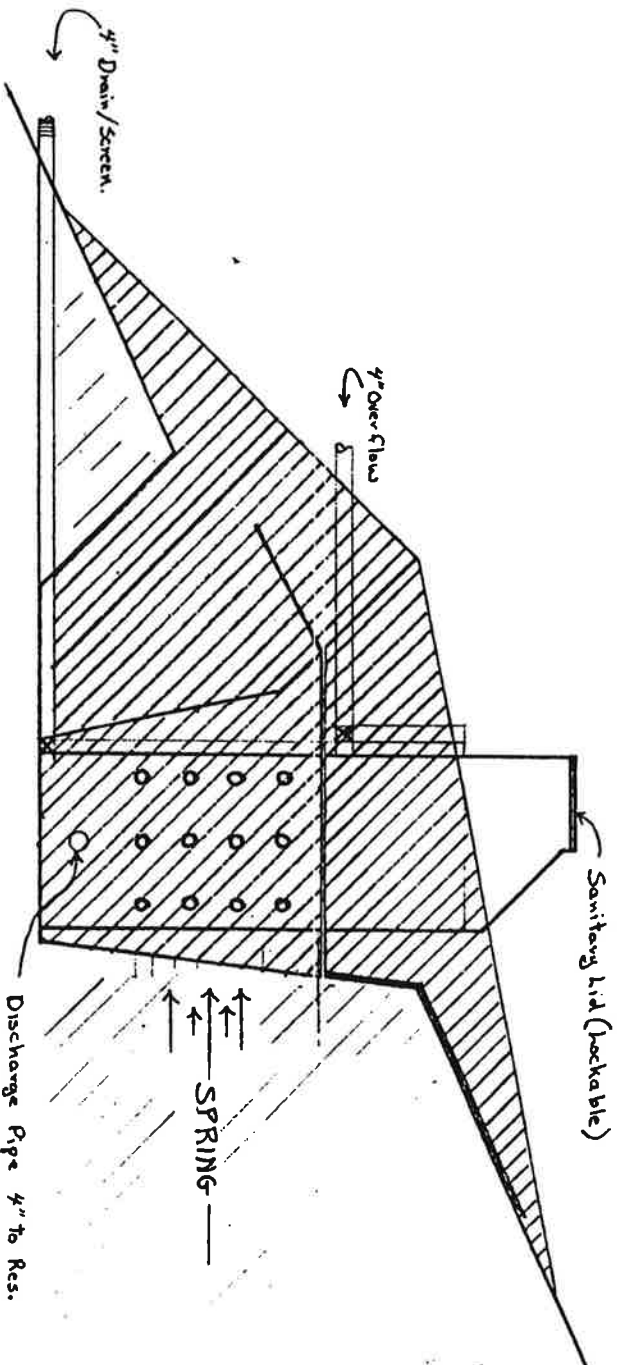
EXCEPTING THEREFROM a parcel of land being on the Northwestern side of the centerline of U.S. Highway No. 95, Project Number F-FG-5115(4) Highway Survey as shown on the plans of U.S. Highway No. 95, Project No. F-5115(11) Highway Survey now on file in the office of the Idaho Transportation Department, Division of Highways and being a portion of Lot 10, Block 2 of First Addition to Lakeview Heights, Kootenai County, Idaho, described as follows, to wit:

BEGINNING at the most Southerly corner of Lot 10, Block 2 of said First Addition to Lakeview Heights; thence, Northwesterly along the Southwesterly line of said Lot 10 a distance of 63.12 feet to a point that bears North $31^{\circ}21'26''$ West, 278.68 feet from Station 4+67.90 of U.S. Highway No. 95 Project No. F-FG-5115(4) Highway Survey as shown on the plans of U.S. Highway No. 95, Project No. F-5115(11) Highway Survey; thence, North $73^{\circ}32'09''$ East, 78.87 feet to a point in the Southeasterly line of said Lot 10; thence, Southwesterly along said Southeasterly line 75.35 feet to the PLACE OF BEGINNING.

PARCEL NO. II

That unplatted part of the Northeast Quarter of the Southeast Quarter of Section 15, Township 50 North, Range 4 West, Boise Meridian bounded on the North by the North line of the Northeast Quarter of the Southeast Quarter of said Section 15; bounding on the East by the West boundary of Lakeview Heights, Kootenai County, Idaho, bounded on the South by the Northernmost boundary of First Addition to Lakeview Heights, Kootenai County, Idaho; and bounding on the Southwest by the straight line formed by the Northwest corner of said Northeast Quarter of the Southeast Quarter of Section 15 and the Northernmost corner of Lot 9, Block 2, said First Addition to Lakeview Heights.

Spring Box



- 1/2" Washed Rock
- CLAY
- Undisturbed Soil

X - Valves/Bores.
 — Moisture Barrier

Standard

A-34-519

TOWNSHIP	RANGE	SECTION	PARCEL NO.	GRANTOR	GRANTEE	REMARKS	DEED TYPE	DATE	BOOK & PAGE	SURVEY REF. NO.
50-40	15			Jacob Theodore Ethel Catherine E. Joseph	Catharine Joseph	Name & Add. Chg.	Q	1/29/18	292/214	
				JOSEPH	HAGLUND	NAME & ADD. CHG.	Q	1/27/81	310/982	
50-40	15	7775		EDWIN R. HAGLUND ETUX.	JOSEPH F. SACCOMANNINO	NAME & ADD. CHG. EX E 25' not E 15' - 4418	Q	10/28/00	346/819	
				Joseph F & Ella Mae Saccomanno (Hus)	William F Chapman	Wm/Hdd Chg	W	4/9/90	117907	
				Edwin R Chapman & Haglund (Hus)	Joseph F & Ella Mae Saccomanno (Hus)	Indexed	Q	5/3/90	1181614	
				Joseph F.	William F.		W	8/31/90	1193743	
				Saccomanno etux Chapman		Nm. / Chg.	W			