



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

January 18, 2019

MICHAEL P LAWRENCE
GIVENS PURSLEY LLP
PO BOX 2720
BOISE ID 83701

SUBJECT: Notice of Error Reply for Notice of Claim to a Water Right Number 95-2138

Dear Mr. Lawrence:

Enclosed please find a copy of a letter which I wrote to Susan Martell in answer to her Notice of Error Reply on the above numbered water right.

Please feel free to contact me if you have any questions. I can be reached at (208) 762-2800. Also, information relative to this claim file may be viewed at www.idwr.idaho.gov.

Sincerely,

Linda A. Werner
Water Resource Agent, Sr.

Enclosures: Letter Dated 1/18/2019 to Susan Martell
Copy of Agreement of 3/11/1924, Between L. Kimball and V.O. and A. Hughes
Decree Number 19048 Dated 9/28/1960
Warranty Deed Dated 10/1/1915, Between C.S. and M. Argo and L. Schroder



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January 18, 2019

SUSAN MARTELL
3208 PLYMOUTH DR
BELLINGHAM WA 98225

SUBJECT: Notice of Error Reply for Notice of Claim to a Water Right Number 95-2138

Dear Ms. Martell:

The Idaho Department of Water Resources has reviewed the Notice of Error Reply for the above referenced water right claim.

Enclosed please find the following information which was used to make our determination:

- a. Copy of an agreement dated March 11, 1924, between Luella Kimball and V.O. Hughes and Anna Hughes
- b. Decree number 19048 dated September 28, 1960, and
- c. Warranty Deed dated October 1, 1915, showing C.S. and Mary Argo as Grantors and Ludvig Schroder as Grantee.

Please feel free to contact me if you have any questions. I can be reached at (208) 762-2800. Also, information relative to this claim file may be viewed at www.idwr.idaho.gov.

Sincerely,

Linda A. Werner
Water Resource Agent, Sr.

Enclosures

Rose Spackman
Rose Spackman

COMPLAINT

IN THE DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT OF THE
STATE OF IOWA, IN AND FOR THE COUNTY OF KOOTENAI

EDWARD G. BEIGLE and LUCY E.
BEIGLE, husband and wife,
Plaintiffs,

vs.

J. M. COOK, and if married,
JANE COOK, his wife,
ROBERT MILLER, and if married,
JANE MILLER, his wife, ROYAL
P. BEIGLE, and if married, JANE
BEIGLE, his wife, LILLIA B.
BEIGLE, and if married, JOHN
O. BEIGLE, her husband, V.
BEIGLE and wife, CHARLES E.
BEIGLE, and if married, JANE DOE
BEIGLE, his wife, THE SPOKANE
INTERNATIONAL RAILWAY COMPANY,
a Washington corporation, LANDON
P. BEIGLE, and if married,
JANE BEIGLE, his wife,
and if the foregoing be deceased,
any of the foregoing and/or devisees
of each of the foregoing as may be
deceased, and the UNKNOWN OWNERS
OF OR CLAIMED TO;

The Northwest Quarter of the
Northeast Quarter (NE 1/4 NE 1/4) and
the West Half of the Northeast
Quarter (W 1/2 NE 1/4), Section 25,
Twp. 11 N., Range 4 West
of the 10th Meridian, Kootenai
County, Idaho, and

The Southwest Quarter of the North-
east Quarter (SW 1/4 NE 1/4), Section 25,
Twp. 11 N., Range 4 West of
the 10th Meridian, Kootenai
County, Idaho, and

The water, water resources and/or
water rights claims or located
upon said described property,

Defendants.

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No. 19048
DECREE

FILED
E. W. LINTON
CLERK DISTRICT COURT
SEP 11 1908

The records and files in this cause and the competent oral and documentary evidence adduced at the ten o'clock A.M. hearing on the date hereof justifies that all of the material allegations as contained in the complaint are substantiated and the conclusions that the plaintiffs are entitled to judgment as sought in the complaint herein, with the exception of the right of the defendants LANDON D. SPACKMAN and ROSE SPACKMAN, husband and wife, whose rights are set out herein in conformity with the stipulation and consent of said LANDON D. SPACKMAN and ROSE SPACKMAN, husband and wife, on file herein, and the Court so finding and concluding and record proof being on file showing that the defendants were all duly served with Summons, that more than twenty days have elapsed since each were so served with Summons, none of the defendants, excepting LANDON D. SPACKMAN and ROSE SPACKMAN, husband and wife, having appeared, answered or pleaded, and all, excepting LANDON D. SPACKMAN and ROSE SPACKMAN are in default, and the default of each and all has been duly entered upon proper demand and written Findings of Fact and Conclusions of Law being waived, now therefore, upon motion of E. L. Miller, attorney for the plaintiffs,

IT IS HEREBY DECREED, ADJUDGED AND ORDERED that:

1. The Court has acquired and now has jurisdiction of the subject matter in this action and all the defendants due service has been made upon all of the defendants, the defendants, excepting LANDON D. SPACKMAN and ROSE SPACKMAN, husband and wife, are all in default, the default of each of the defendants, except said LANDON D. SPACKMAN and ROSE SPACKMAN, husband and wife, has been duly entered, and
2. Plaintiffs personally, and their predecessors in interest, for over five years have been the owners of and have had the

exclusive possession of:

The Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) and the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$), Section 25, Township 52 North, Range 4 West of the Boise Meridian, Kootenai County, Idaho, and

The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), Section 25, Township 52 North, Range 4 West of the Boise Meridian, Kootenai County, Idaho, and

The water, water resources and/or water rights situate or located upon said described property.

and have paid all taxes, assessments and impositions against all of the foregoing described property, and the plaintiffs therefore are the only persons who are the owners of or entitled to the possession of the foregoing property, excepting for the interest of the said LONDON D. SPACKMAN and ROSE SPACKMAN, husband and wife, hereinafter set forth.

3. None of the defendants, excepting said LONDON D. SPACKMAN and ROSE SPACKMAN, husband and wife, have any right, title, claim and/or interest in all or any part of the above described property and the water, water resources and/or water rights situate or located upon said described property and all are forever debarred by this Decree.

4. That LONDON D. SPACKMAN and ROSE SPACKMAN, husband and wife, are the owners of and entitled to all the water that will flow through a three inch pipe under six inch head, six feet in length from a source from a mouth of a spring located on the Northeast Quarter of the Northeast Quarter of Section 25, Township 52 North, Range 4, W.B.M., Kootenai County, Idaho, together with the right-of-way from the source of said spring over said described land to that part of the South Half of Section 24, Township 52 North, Range 4, W.B.M., lying on the easterly side of the right-of-way of the Spokane International Railway Company.

That said rights of LONDON D. SPACKMAN and ROSE SPACKMAN, husband and wife, shall be governed by and be in accordance with the terms of the agreement dated the 11th day of March, 1924, by and between Luella B. Kimball, a widow, party of the first part, and V. O. Hughes and Anna T. Hughes, his wife, parties of the second part, and the rights of said LONDON D. SPACKMAN and ROSE SPACKMAN, husband and wife, in and to the property of the plaintiffs hereinabove described shall be determined by and limited to the terms of said agreement and the terms of this Decree, said agreement being placed of record in Kootenai County Courthouse the 1st day of June, 1960, in Book 9, page 172 of Miscellaneous Records.

That the said LONDON D. SPACKMAN and ROSE SPACKMAN, husband and wife, have no right, title, claim and/or interest in all or any part of the above described property other than as in this Decree set forth.

ENTERED this 28th day of September, 1960.

Approved as to content
and form.

Clay V. [Signature]
District Judge

Landon D. Spackman
Landon D. Spackman

Rose Spackman
Rose Spackman

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RJD
FEB

BOOK 136 PAGE 376 A

KIMBALL

THIS AGREEMENT, made and entered into this 11th day of March, 1924, by and between LUELLA D. KIMBALL, a widow of Pasadena, California, party of the first part, and V. O. HUGHES and ANNA T. HUGHES, his wife, of Kootenai County, Idaho, parties of the second part,

WHEREAS first party is the owner of all water that will flow through a 3 inch pipe under a 6 inch head from a source or mouth of a spring located on the Northeast Quarter of the Northeast Quarter of Section 25, Township 52 North Range 4 W. B. M., together with the right of way from the source of said spring over said described land to that part of the South Half of Section 24, Township 52 North Range 4 W. B. M. lying on the easterly side of the right of way of the Spokane International Railway Company.

AND WHEREAS said second parties are the owners of the balance of the water of said spring and of said Northeast Quarter of Northeast Quarter of said Section 25.

AND WHEREAS in settlement of a dispute as to the right of each of said parties to the water of said spring the parties to this agreement have come to an understanding as hereinafter provided.

Therefore it is agreed that if at any time the water of said spring shall not be sufficient to supply said first party, her successors and grantees with all the water that will flow through a three inch pipe under a six inch head, and also a like amount to said second parties, their successors and grantees, that during such time as said spring shall be unable to supply said amount, the water shall be equally divided between the parties hereto, their successors and grantees. It being understood and agreed, however, that

SCANNED

OCT 23 2009

whenever the water is sufficient to supply each of said parties, their successors and grantees with the amount of water which will flow through a three inch pipe under a six inch head from the source or mouth of said spring, that said first party, her successors and grantees shall have the right to the full amount of said flow through said pipe.

It is further agreed that said first party, her successors and grantees shall have the right to use the water for domestic and stock raising purposes and irrigating the South Half of Section 24 lying on the easterly side of the right of way of said Spokane & International Railway Company, and shall not have the right to use or sell said water for any other purpose.

It is further agreed that each of said parties hereto, their successors and grantees, shall use due care to protect said water supply and not in any way interfere with the source of supply of said spring. In other words, allow the water to percolate and flow into said spring in its natural condition as it now flows and they shall do such work as may be necessary to increase the supply of the flow of said water into said spring.

IN WITNESS WHEREOF said parties have hereunto subscribed their names and affixed their seals in duplicate this 11th day of March, 1924.

Luella D. Kimball
Party of First Part

W. C. Hughes
Party of Second part

Anna P. Hughes
Party of Second Part

SCANNED

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WARRENT DEED.

The grantor C. S. Argo and Mary W. Argo, his wife, of Spokane, County of Spokane, State of Washington, for and in consideration of four thousand five hundred dollars, in hand paid, convey and warrant to Ludvig A. Schroder the following described real estate, situated in the County of Kootenai, State of Idaho:

The northeast quarter of the northeast quarter, and the west half of the northeast quarter of section No. twenty-five (25) township fifty-two (52) North range four (4), West Boise Meridian, excepting and reserving lots three (3) seven (7) eight (8) nine (9) and ten (10) of block one (1) and lots two (2) three (3) and six (6) of block two in the town of Garwood, and highways and also excepting and reserving all the water that will flow through a three inch pipe under a six inch head from the source or mouth of the spring located on the northeast quarter of the northeast quarter of section twenty-five (25) and the right to lay such pipe from the source or mouth of said spring in a northerly direction across said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ to and across the highway at the right at any and all times to go upon said land to repair, relay or clean out said pipe and to clean out the head. Subject to a mortgage of \$1900 with interest thereon from Oct. 1st 1911 given to Frances L. C. Hays and now owned by Magda K. Svendsen.

Dated this 1st day of October, 1915.

C.S. Argo (Seal)

Mary W. Argo (Seal)

L. W. Stamps \$4.50.

STATE OF WASHINGTON

County of Spokane

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OCT 23 2009

Laurel Section 25 #2

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