

November 20, 1998

NOTICE OF ERROR
REPLY

RECEIVED
DEC 07 1998
Department of Water Resources

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: December 18, 1998

Water right number: 35-13236

KEITH MCDANIEL
1750 W 17TH SOUTH
IDAHO FALLS ID 83402

Daytime Telephone Number:

Evening Telephone Number:

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

POINT OF DIVERSION AS SW $\frac{1}{4}$ SE $\frac{1}{4}$ T2N R37E S23
AS defined 8-18-98

2. Describe the changes you wish to make in the proposed recommendation:

CHANGE POINT OF DIVERSION TO SE $\frac{1}{4}$ SE $\frac{1}{4}$ T2N R37E S23

3. Give a brief explanation as to why you disagree with these portions:

BONNIVILLE COUNTY Mapping/Mapping Division & MEASURE
MR JONES IDWR Eastern Idaho Regional Office MEASURES
The ^{Division} is more than 80' from west property
LINE CLAIM 13-12530 PUTTING IT IN T2N R37E S23 SE $\frac{1}{4}$ SE $\frac{1}{4}$

 I AGREE with this proposed recommendation; no changes need to be made.

DATE: Dec 4 1998

SIGNATURE:

Keith A. McDaniel

Please print your name:

KEITH A. MCDANIEL

August 8, 1998

Keith A. and Betty J. McDaniel
1750 W. 17th St.
Idaho Falls, ID
83402

Dear Mr and Mrs McDaniel:

With the aging condition of our mother Esther Stosich and the necessity to prepare the Stosich Estate home for sale, it is now necessary to discontinue the service of the well water from the Stosich Estate well to you.

The Stosich Estate is the sole owner of the well, there are no shares or rights that have been granted, and all rights to such well belong to the Stosich Estate. No part of any payment has been used to guarantee service or to grant any ownership or shares of such well, and the Stosich Estate can set cost of service or lack of service without notice or consent.

This decision is also necessary as any new buyer of the Stosich Home would not be willing to provide this same service. We hope that the years you have been serviced and the low cost of service has been beneficial to you.

Please be aware that the well has been a financial loss to the Stosich Estate, and that the fees paid in the past have not covered the expenses required to provide you with water nor have they provided any reserve funds to replace the well should it fail. The Stosich Estate is not financially able to continue such losses and liability under the existing conditions.

You are hereby notified that effective immediately:

1. No further payments of well water service will be accepted, except as in paragraph 6 below. And that the Stosich Estate is discontinuing its service of providing well water.

2. The water line coming from the Stosich well that has been providing you with water will be permanently severed (cut) on November 15th 1998.

3. Should the Stosich Estate well fail or encounter other problems between now and November 15th 1998, the Stosich Estate will have no obligation to you to correct such problem or guarantee well service and that service will be terminated immediately. Temporary continuance of service is not to be construed to be an obligation, but is a courtesy to allow you reasonable time to make other arrangements.

4. The well water is not to be used for watering of lawns or gardens. The well is in delicate condition and needs to be preserved strictly for household use. Any abuse will result in immediate termination.

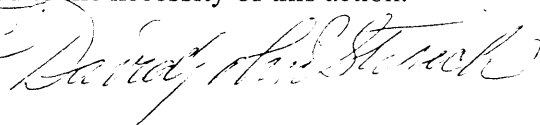
5. The Stosich Estate assumes no liability for your temporary use of the well water and offers such continued temporary use on a "as is" basis with no guarantees as to the suitability of said well water, and that your use of said water is "at your own risk."

6. If you wish to continue service on an "as is" basis as described in paragraph 5 above, payments of \$20 per month will be assessed for the months of August, September and October.

This letter has the concurrence of the Stosich Estate Family Representatives.

We regret the circumstances that have led to the necessity of this action.

Sincerely, *for Stosich Estate*
David John Stosich
2300 Charlotte, Idaho Falls ID 83402



LAW OFFICES

HOLDEN, HOLDEN, KIDWELL, HAHN & CRAPO

WILLIAM S. HOLDEN
R. VERN KIDWELL
FRED J. HAHN
TERRY L. CRAPO
KENT W. FOSTER
ROBERT E. FARNAM
WILLIAM D. FALER

IDAHO FIRST NATIONAL BANK BUILDING
P. O. BOX 129
IDAHO FALLS, IDAHO 83401

TELEPHONE 523-0620
AREA CODE 208

ARTHUR W. HOLDEN (1877-1967)
ROBERT B. HOLDEN (1911-1971)

March 1, 1973

Mrs. Cora McDaniels
Route 4 - Box 153
Idaho Falls, Idaho 83401

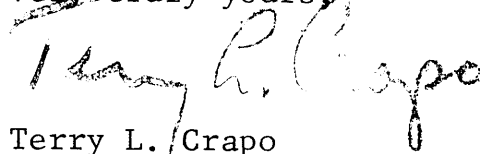
Re: Water Lease Agreement with Dr. Vaughn Stosich

Our law firm represents Dr. Vaughn Stosich and he has inquired of us concerning the terms of an agreement for the furnishing of domestic water to you from his pump and well. We are advised that the terms of the agreement provide that you will pay a monthly charge equal to the rate being charged by the City of Idaho Falls for nonresident services. In checking into the matter we find that the City of Idaho Falls has charged \$6.00 per month since 1971 for nonresident services.

Accordingly, the purpose of this letter is to advise you that effective March 1, 1973, the rate on your domestic water service will be the sum of \$6.00 per month, payable to Dr. Vaughn Stosich.

If you have any questions, please contact us at your convenience.

Very truly yours,


Terry L. Crapo

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December 8, 1967

This is an agreement to furnish continious water from our well to Mrs . Cora McDaniel Property until Idaho Falls Municipal Water is available. At which time she is to connect at her expense to the Municipal Water Supply of Idaho Falls.

Mrs. Cora McDaniel is to pay a yearly charge of \$35.00 , or \$3. 00 per month; in the event the Municipal rate should be increased or decreased the corresponding rate will apply.

Allowances must be made for any emergency or repair for service on the well.

John C. Storich
Esther S. Storich

between VAUGHN and _____, State of Idaho
of Idaho Falls _____, County of Bonneville
the parties of the first part and CORA M. McDANIEL, a married woman,

County of Jefferson, State of Idaho, the part Y of the second part,
of the first part, for and in consideration of the sum of _____ Dollars

County of Jefferson, State of Idaho, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said County of Jefferson, State of Idaho, to-wit:

Beginning at a point that is South $0^{\circ}12'17''$ East 1630.18 feet along the section line from the East Quarter Corner of Section Twenty-three (23), Township Two (2) North, Range Thirty-seven (37) East Boise Meridian, to a point on the Northerly right-of-way line of Interstate 15 which point is normal to and 150 feet Northwesterly from center line station 298 ± 98.52 , said point being a point on a curve with a radius of 19,248.59 feet and a tangent that bears South $51^{\circ}56'14''$ West; thence to the left along said curve a distance of 864.42 feet parallel to and 150 feet from said center line to a point opposite center line station 290 ± 40.83 to the true point of beginning and running thence North $0^{\circ}23'$ West 201.71 feet; thence South $48^{\circ}16'10''$ West 216.91 feet; thence South $40^{\circ}53'29''$ East 150.00 feet along a radial line to the Northwesterly right-of-way line of said Interstate 15 frontage road, said point being a point on a curve with a radius of 19,248.59 feet and a tangent that bears North $49^{\circ}06'30''$ East thence to the right along said curve a distance of 85.85 feet to the true point of beginning, containing 0.525 acres.



TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity of the said parties of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the appurtenances unto the part Y of the second part, and to her heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said part Y of the second part, her heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties... of the first part have hereunto set their hands and seals... the day and year first above written.

Executed and Delivered in the Presence of

Langdon T. Howell [SEAL]

Esther Stasich [SEAL]

[SEAL]

[SEAL]

379466
No.

WARRANTY DEED

(FORM No. 200)

Nov 24 '67

TO

RECEIVED
CLERK
ASSIGNED

Dated , 19

STATE OF IDAHO,

County of *Bonneville* ss.

I hereby certify that this instrument

was filed for record at request of

Eladio Gutierrez

at *39* minutes past *2*

o'clock P. M., this *22* day of

November 19*67* in my

office, and duly entered in Book

of *32*

at page *1*

ID# *11111111*

By *Eladio Gutierrez*

Fee, \$ *1.50*

Depository.

Melvin Title and Trust Co.

400 CAPITAL AVENUE

BOYSAULT, IDAHO

STEVENS, LAW / P.A. CO., PORTLAND, ORE.



William T. Stosich
Notary Public for the State of Idaho,
Residing at Idaho Falls, Idaho.

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

known to me to be the person B whose name B are subscribed to the within instrument, and acknowledged
to me that he executed the same.

On this 28th day of November in the year 1967, before me
the undersigned a Notary Public in and for said State, personally appeared
VAUGHN T. STOSICH and ESTHER STOSICH, his wife,
are subscribed to the within instrument, and acknowledged

County of Bonneville

STATE OF IDAHO,