

AJ5809NP
No. R35-13236

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 11/13/98
PAGE: 73

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	KEITH MCDANIEL 1750 W 17TH SOUTH IDAHO FALLS ID 83402 (208) 523-9696	12/08/1967	DOMESTIC	01-01 12-31	0.04 CFS	
TOTAL DIVERSION:					0.04 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T02N R37E S23 SWSE

BONNEVILLE County

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE			
NENE NWNE SWNE SENE				NENW NWNW SWNW SENW				NESW NWSW SWSW SESW				NESE NWSE SWSE SESE			
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac			
02N	37E	23	:	:	:	:	:	:	:	:	:	D			

POU County: BONNEVILLE

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

Remarks: GEN ~~CLAIM 35-12530 FROM SAME WELL~~

EXP PARCEL NO. RP02N37E239301

F05 35-12530.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Audit: 11/09/98 JHOAGLAN 11/10/98 JHOAGLAN

SCANNED

OCT 07 2005

PROFILED

Epic
11-14-98

AJ5809NP
No. R35-13236

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 11/10/98
PAGE: 13

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	KEITH MCDANIEL 1750 W. 17 TH SOUTH IDAHO FALLS ID 83402 (208) 523-9696	12/08/1967	DOMESTIC	01-01 12-31	0.04 CFS	
TOTAL DIVERSION:					0.04 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T02N R37E S23 SWSE

BONNEVILLE County

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE											
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:
			:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:
02N	37E	23	:					:					:					:					:

POU County: BONNEVILLE

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

OK - pod
pon
different
but this
is
correct
per
skip

Remarks: GEN CLAIM 35-12530 FROM SAME WELL

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Audit: 11/09/98 JHOAGLAN

3

RP 02N 37E 239301

PROFILED

SCANNED
OCT 07 2005

VJH 11-10-98

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A35-13236

Date Received: 8/18/1998

Receipt No: EOR4367

Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

A3513236



1. Name: KEITH MCDANIEL
Address: 1750 W. 17 TH SOUTH
IDAHO FALLS ID

208-523-9696

83402

2. Date of Priority: DEC 8, 1967

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02N	37E	23	SW	SE			BONNEVILLE

5. Description of diverting works:
WELL AND PUMP TO ONE HOME

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	37E	23	SE	SE		DOMEST	

11. Place of use in counties: BONNEVILLE

A35-13236

PROFILED

Page

1

SCANNED

OCT 07 2005

Date

08/18/98

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:
CLAIM 35-12530 FROM SAME WELL

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Keith A McDaniel Date: 8-18-98

Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 18th day

of August 19 98

Jennifer Hoagland
Notary Public



Residing at Idaho Falls Idaho

My Commission Expires 9/23/03

PROFILED

OCT 07 2005

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/DRAFTING DIVISION & MEASURE
MR JONES IDWR Eastern Idaho Regional Office
The well is more than 50' 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

IDWR Eastern Regional Office, 900 N. Skyline Drive, Suite A, Idaho Falls, ID 83402-1718, (208) 525-7161

PROFILED

SCANNED

OCT 07 2005

EC

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.

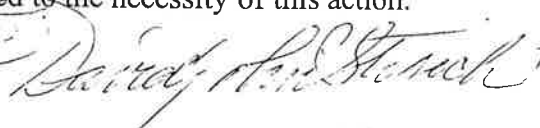
This letter has the concurrence of the Stosich Estate Family Representatives.

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



SCANNED

OCT 07 2005

PROFILED

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
Terry L. Crapo

kh

PROFILED

SCANNED
OCT 07 2005

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.

Angela L. Storich
Esther S. Storich

PROFILED

SCANNED
OCT 07 2005

THIS INSTRUMENT, made on 28th day of November, 1967, between VAUGHN T. STOSICH and ESTHER STOSICH, his wife of Idaho Falls, County of Bonneville, State of Idaho, CORA M. McDANIEL, a married woman, of the part les of the first part and

County of Jefferson, State of Idaho, the part Y of the second part, of the said parties of the first part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars WITNESSETH, that the said parties of the first part, for and in consideration of the sum of ten money of the United States of America and other good and valuable consideration, have granted, bargained, sold, and by these presents, do grant, bargain, sell and convey and confirm unto the said party Y of the second part, the receipt whereof is hereby acknowledged, and paid by the part Y of the second part, all the following described heirs and assigns, forever, all the following described County of Bonneville, State of Idaho, to-wit:

Beginning at a point that is South 0°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 Northernly right-of-way line of Interstate 15 which point is normal to and 150 feet Northwest of 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°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°23' West 201.71 feet; thence South 48°16'10" West 216.91 feet; thence South 40°53'29" East 150.00 feet along a radial line to the Northwestly 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°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 the said party Y of the second part, her heirs and assigns forever, lawfully possession of the said part Y of the second part, their heirs, and against all and every person and persons whomsoever, 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

Seal] *Jefferson T. Stosich*
 Seal] *Cora M. McDaniel*
 Seal] *Esther Stosich*
 Seal] *Notary Public*
 OCT 07 2005

PROVIDED

379406

No.

WARRANTY DEED

(FORM No. 200)

Nov 29 1967

TO

INDEXED
FILED
ASSIGNED

Dated _____, 19__

STATE OF IDAHO,

County of Bonneville

I hereby certify that this instrument

was filed for record at request of

Idaho Title Trust

at 39 minutes past 2

o'clock P. M., this 29 day of

November, 1967 in my

office, and duly entered in Book

of See

at page See

ID# See

By John J. Jensen

ID# See Office Recorder.

By M. Pence

Deputy.

Fees, \$ 1.50

Mail to

IDAHO TITLE AND TRUST CO.

147 CAPITAL AVENUE

IDAHO FALLS, IDAHO

STEVENS-REDS LAW FIRM, CO., PORTLAND, ORE.



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

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

STATE OF IDAHO,
County of Bonneville
On this 28th day of NOVEMBER, 1967, before me
the undersigned VAUGHN T. STOSICH a Notary Public in and for said State, personally appeared
VAUGHN T. STOSICH and ESTHER STOSICH, his wife,
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.

NOV 29 1967

RECORDED