

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: A22-12900
Date Received: 12/31/1992
Receipt No: E018191
Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JUNIOR OSTERMILLER 208-458-4135
Address: EAST HIWAY 33
NEWDALE ID 83436

2. Date of Priority: FEB 1, 1965

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	Lot	County
06N	41E	2	SE	NW		MADISON

5. Description of diverting works:
WELL WITH 200 HP PUMP TO MAINLINE AND SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	0.640		

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

8. Total consumptive use is 185.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
06N	41E	3	SW	SE		IRR	37.0
			SE	SE		IRR	37.0

A22-12900

Page 1

Date: 12/31/92

32x1E

32x1E

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	74.0
					Total Acres	74.0

11. Place of use in counties: MADISON

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

13. Other Water Rights Used:

14. Remarks:

THIS CLAIM IS FILED AS AN EXPANSION OF LICENSE NO. 22-02180. THE DIVERSION RATE WAS FOUND BY MULTIPLYING 74 ACRES X .0086 CFS/AC. MR. OSTERMILLER IS LESSEE OF THIS PROPERTY. HE FILING WITH THE PERMISSION OF THE OWNER OF THE PROPERTY, DYLE PETERSON. MR. PETERSON'S ADDRESS IS 418 N 2700 E, ST. ANTHONY ID. 83445. (208) 624-3629.

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): x J. Ostermiller Date: x Dec 31, 1992

Date: _____

State of Idaho)
County of Bannock) ss.

Subscribed and sworn (or affirmed) before me this 31st day
of Dec. 19 92



Gregory J. Taylor
Notary Public
Residing at Idaho Falls I.D.
My Commission Expires 7/3/98

I give to Ostermiller
the permission to file for
water on my land.
Dyl B. Peterson

a. Other

32x1

32x1

IDAHO FARM LEASE

This lease is entered into this 6th day of February
1965, between D. B. Peterson and Ila Peterson, Husband and Wife,
hereinafter designated
landlord, and Rexford B. Howard and Junior Catermiller

hereinafter designated tenant.

Witnesseth: That landlord, for and in consideration of the covenants and agreements hereafter mentioned to be kept and performed by tenant, has by these presents, demised and leased to tenant the following described land, to-wit:

South half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$)
Section 3, Township 6 North, Range 41 East,
Boise Meridian.

in the county of Madison, State of Idaho, and containing sixty (60)
acres, more or less, together with all buildings and improvements thereon and all rights thereto appertaining except as otherwise herein provided, to have and to hold the same to tenant, from
February 6, 1965, to December 31, 1969. And the tenant
in consideration of the leasing of the premises as above set forth, covenants and agrees with landlord to pay, as rent for the same, the shares of crops, cash, or quantities of crops as set forth below:

Cash rent on or before the first day of April of each
year commencing April 1, 1965, on the following basis:
\$20.00 per acre for grain crops of any kind.
\$25.00 per acre for potatoes.
No rent on non-tillable land.

After the crop year of 1965 not more than half of the
acreage that is tillable shall be planted to potatoes.

Tenant is specifically authorized to sprinkle irrigate
said premises.

And tenant further agrees with landlord that at the expiration of the term of this lease he will yield up the premises to landlord without further demand or notice, and in as good order and condition as when the same was turned over to tenant, less by fire or inevitable accident and ordinary wear and tear.

The tenant further agrees not to allow or suffer any waste on said premises, or lease, or under-let, or permit any person or persons to occupy or improve same or suffer to be made any alteration therein, except with the approval of the landlord hereto in writing having first been obtained.

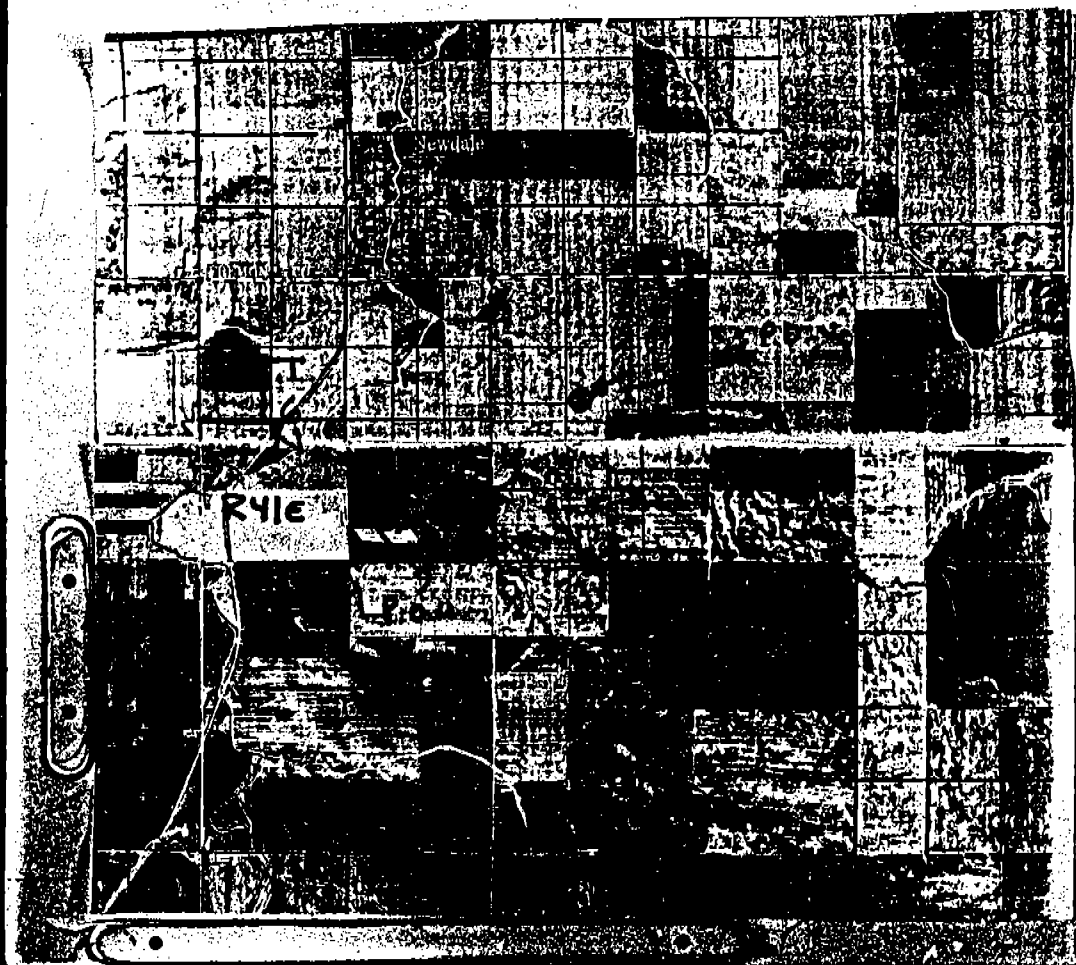
And it is further expressly understood and agreed between the parties hereto as follows:

1. The tenant covenants to farm said premises in the satisfaction of landlord, and to make the greatest amount of grain and other crops thereon the nature of the soil and season will permit, and further to break up and prepare as much of the waste land as may be in condition to plow.

2. Tenant shall haul out and distribute upon the poorest soil on said premises all the manure and compost suitable to be used

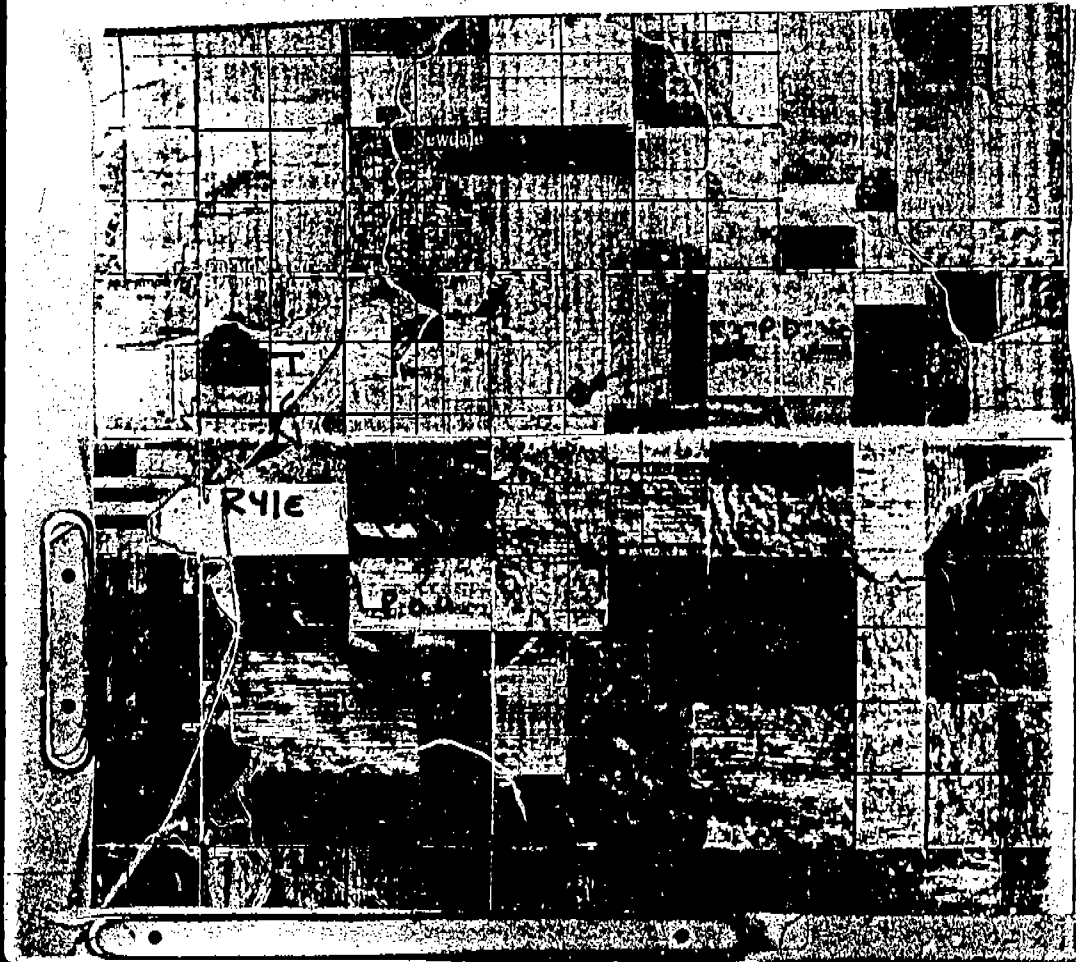
32x11

32x11



32x11

3



32x1

Log for claim 22-12900

Spatial Dynamics BTD

8/22/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
06n41e	3	SWSE	37	39	
06n41e	3	SESE	37	37	
Totals:			74	76	