

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 22-12900

Date Received _____

Receipt Number _____

AMENDED NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED
MAY 20 2005
Department of Water Resources
Eastern Region

1. Name of Claimant(s) Dyle Peterson Phone (208) 624-3629

Mailing Address 418 N. 2700 E. St. Anthony, ID Zip 83445

2. Date of Priority (Only (1) per claim) May 1, 1965

3. Source of water supply (a) Groundwater

which is tributary to (b) _____

4.a. Location of existing point of diversion is:

Township 6N Range 41E Section 3, SE 1/4 of NW 1/4 of 1/4, Govt. Lot _____,
County of Madison

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, 1/4 of 1/4 of 1/4, Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, 1/4 of 1/4 of 1/4 Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged
and the depth of each well. Water is diverted from the well with a pump.

6. Water is claimed for the following purposes: _____ (Both dates are inclusive) (cfs) (acre feet)

For Irrigation purposes from 4/15 to 10/15 amount .64 cfs or _____

7. Total quantity claimed (a) .64 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

- [illegible]

11. In which county(ies) are lands listed above as place of use located? Madison

12. Do you own the property listed above as place of use? Yes X No ____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None (X)

This amended application is intended to correct errors made in the initial application for Water Right 22-12900. The initial application was filed by Junior Ostermiller on behalf of Dyle Peterson. The water right should list Mr. Peterson as the current owner, not Mr. Ostermiller. Mr. Ostermiller was Mr. Peterson's lessee at the time, but Mr. Peterson is the owner of the property. Also, Mr. Ostermiller should have listed the point of diversion for this water right as being located in Township 06N, Range 41E, Section 3, SE1/4NW1/4 instead of in Section 2 because this water right was an expansion of Water Right No. 22-2200 and not an expansion of 22-02180. Lastly, the priority date should be May 1, 1965 and not February 1, 1965.

- For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Dyl B Plnson Date May 11, 2005

Date _____

Last Name _____ Ident. Number _____

For Organizations: I do solemnly swear or affirm that I am _____ of
(Title)
_____, that I have signed the foregoing document in the space below as
(Organization)
_____ of _____ and that the statements contained in the
(Title) (Organization)
foregoing document are true and correct.

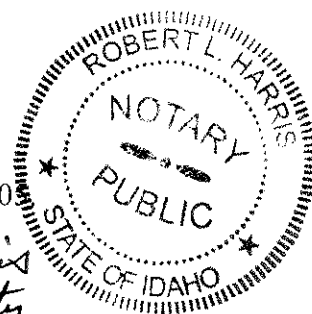
Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho)
) SS.
County of BONNEVILLE)

Subscribed and sworn (or affirmed) before me this 11th day of MAY, 2005

Notary Public Robert L. Harris
Residing at Ammon, Bonneville County
My Commission Expires 11/18/2010



17. Notice of Appearance:

Notice is hereby given that I, Robert L. Harris, will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature Robert L. Harris
Address P.O. Box 50130 Idaho Falls, ID 83405
Date May 11, 2005

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
Address: EAST HWY 33
NEWDALE ID 83436 208-458-4135
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 | 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

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Date: 12/31/92

32x10

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. OFTERMILLER 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.

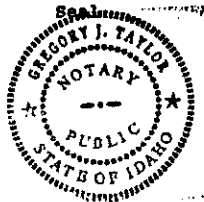
Signature of Claimant(s): J. Ostermiller Date: Dec 31, 1992

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 ID
My Commission Expires 7/3/98

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

Dyl B. Peterson

a. Other:

u
v

32x1

32x1

IDAHO FARM LEASE

This lease is entered into this 6th day of February 1965, between D. H. Peterson and Ila Peterson, Husband and Wife. hereinafter designated landlord, and Rexford S. Howard and Junior Ostermiller 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 eighty (80) 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.

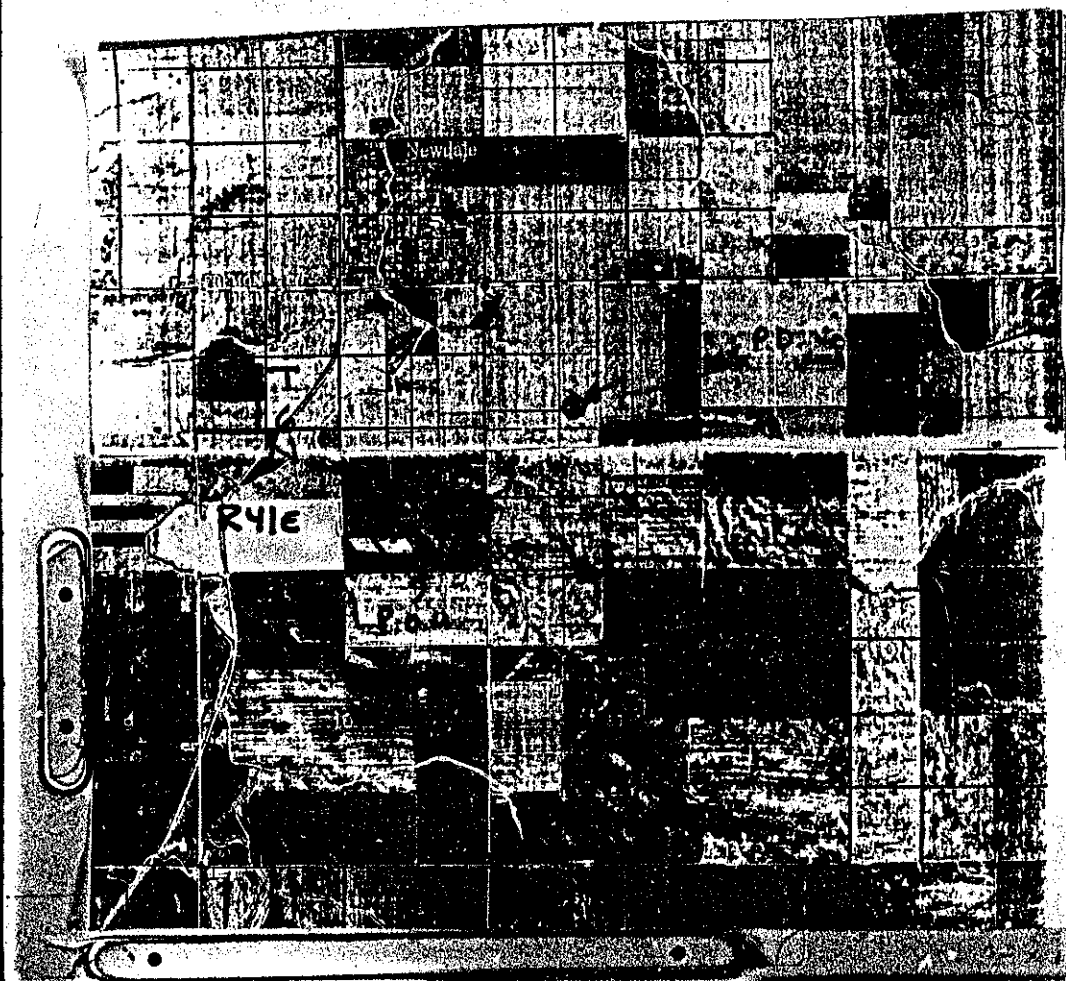
And tenant further agrees with landlord that at the expiration of the term of this lease he will yield up the possession to landlord without further demand or notice, and in as good order and condition as when the same was entered upon by tenant, less by fire or inevitable accident and ordinary wear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

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 make 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 to the satisfaction of landlord, and to raise the greatest amount of grain and other crops thereon the nature of the soil and season will permit, and further to break up and improve 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



32x1