

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: A29-10667
Date Received: 3/21/1990
Receipt No: M006308
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: POCATELLO READY MIX, INC. 208-233-7041
Address: 9659 N PHILBIN
POCATELLO, ID 83201

2. Date of Priority: JUN 15, 1962

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06S	34E	17	NE	SE	NE		BANNOCK

5. Description of diverting works:
110' DEEP, 10 HP PUMP; 2" PIPELINE TO BLD.2 HYDRANTS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
INDUSTRIAL	01/01	12/31	0.220		
DOMESTIC	01/01	12/31	0.020		

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

8. Total consumptive use is 18.2 Acre Feet Per Annum.

9. Non-irrigation uses:
I/CONCRETE FACTORY; D/RESTROOMS

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	34E	17	SE	NE		INDUST	
			SE	NE		DOMEST	

A29-10667

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Date: 03/22/90

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11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:
NONE

14. Remarks:

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): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

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CIVIL CASE NUMBER: 39576

Ident. Number

A29-10667

Date Received

3/21/90

Receipt Number

1006302

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) POCATELLO READY MIX, INC. Phone () 233-7041
Mailing Address 9659 N Philbin POCATELLO ID Zip 83201

2. Date of Priority (Only one (1) per claim) JUNE 15 1962

3. Source of water supply (a) GROUNDWATER
which is tributary to (b) _____

4. a. Location of existing point of diversion is: Township 6 S Range 34 E Section 17,
NE 1/4 of SE 1/4 of NE 1/4, Govt. Lot, _____ B.M., County of BANNOCK

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.

WELL 110' DEEP; WL AT 40-60'
10 hp pump; 2" PIPELINE TO BUILDINGS
2-Hydrants
2 BUILDINGS HAVE REST ROOMS
ALL HAVE FAUCETS FOR HOSES
2" PIPE INTO SCALE FOR MIXING CEMENT

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6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Domestic purposes from 1/1 to 12/31 amount 0.02 or _____

For Industrial purposes from 1/1 to 12/31 amount 0.22 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.24 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 18.25 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) I/ CONCRETE FACTORY; D/ RESTROOMS

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic)

in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
<u>6S</u>	<u>34E</u>	<u>17</u>				<u>D/I</u>													

Total number of acres irrigated N/A

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

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)

14. Remarks: EACH BATCH OF CONCRETE REQUIRES 250 gallons of water.
a maximum of 60 Batches is produced each day
with a consumption of approximately 0.05 Afd.

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Last Name _____ Ident No. _____

Copies: White -State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use X Posted Notice _____ License _____ Permit _____

Decree _____

If applicable provide IDWR Water Right Number _____

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments _____

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

Signature of Claimant (s) [Signature] Date _____

Date _____

For Organizations: I do solemnly swear or affirm that I am President Title

of Pocastello Ready Mix Inc. Organization

document in the space below as President Title of Pocastello Ready Mix Inc. Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Charles R. Horrocks

Title and Organization Pres. Pocastello Ready Mix Inc. Date 3-21-90

State of Idaho/or _____)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this 21st day of March 1990

SEAL

Notary Public [Signature]

Residing at 4100 Bannock, Bannock, Idaho

My Commission Expires 6/30/1991

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ 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 _____

Address _____

Date _____

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Last Name _____ Ident. Number _____

Copies White-State, Yellow-Claimant

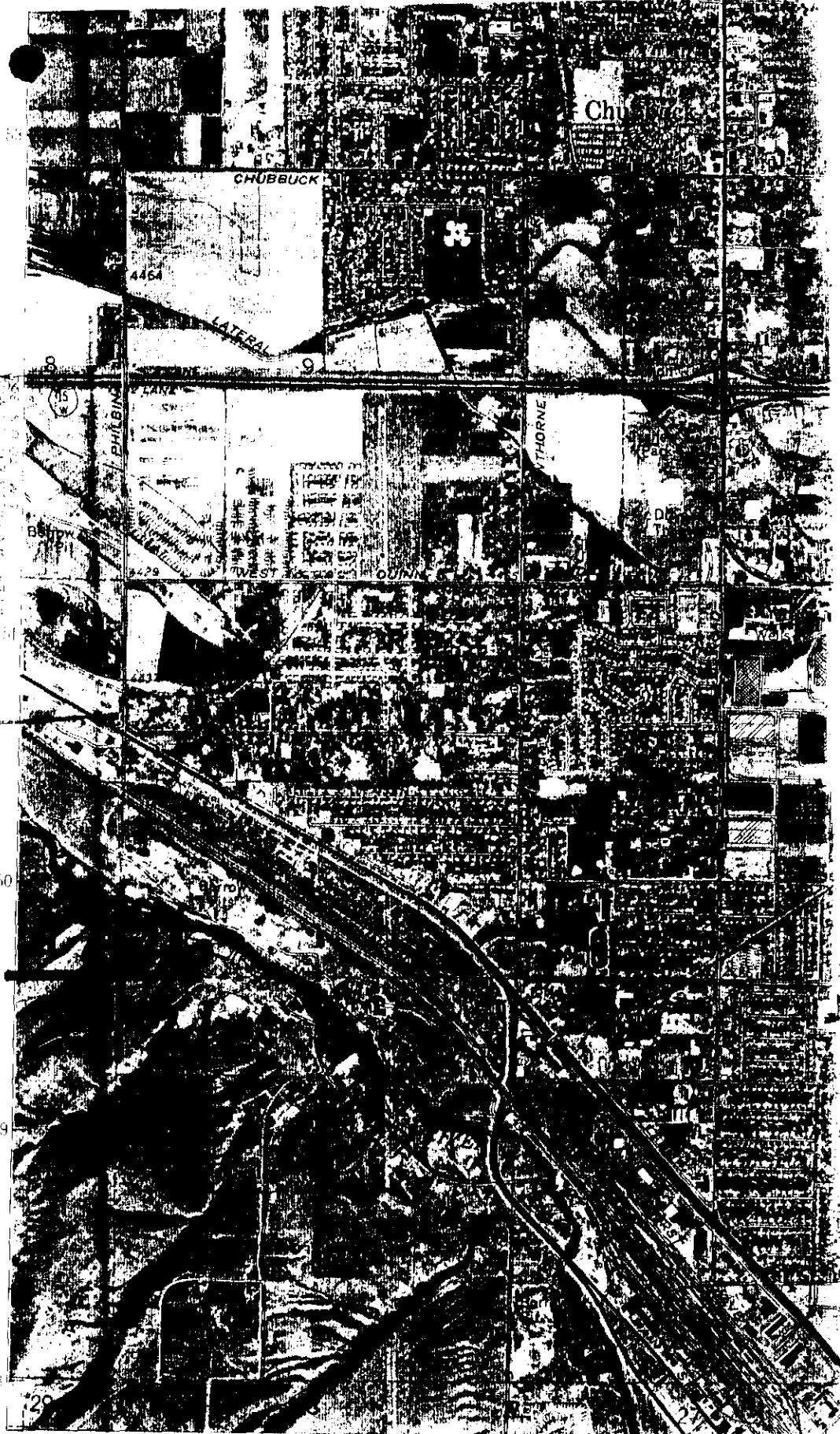
65

P00

450

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Produced by the Geological Survey
in cooperation with the Bureau of Indian Affairs
Aerial photograph prepared by the Geological Survey
Photocopy of the original photograph

34E

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Location of the photograph
The photograph system is a
The photograph system is a
The photograph system is a



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

May 2
~~April 4~~, 2001

Pocatello Ready Mix, Inc.
9659 N Philbin
Pocatello, Idaho 83201

Re: Adjudication Claim 29-10667

Dear Water User:

Attached is a copy of an Adjudication Claim for a water right near American Falls or Pocatello, Idaho. This claim is based upon "beneficial use." This means that the underlying water right was perfected by the original user simply developing a diversion and using the right. This was completely legal and appropriate up until March 25, 1963, for ground water uses, or up until May 20, 1971 for surface water uses. However, this method of perfecting a water right did not result in a paper record of the water right with the department.

In order to recommend your adjudication claim to the court, I need you to supply "evidence of priority" and "evidence of beneficial use." The enclosed pamphlet describes some typical sources that may be used. If an affidavit is used, it must clearly show that the person making the affidavit personally observed the water use. The more detail the affidavit gives, indicating dates, circumstances, amounts and details of water use, the better. As I review the documentation provided, my standard will be:

The documentation should tend to indicate that diversion works were in place and had adequate capacity for the claimed use. The documentation should also tend to indicate that water was applied to the claimed beneficial use on the claimed place of use.

Please review these documents, and provide documentation of the historical use of this right. Feel free to call me if you have questions. You should be able to reach me Thursday or Friday mornings.

Sincerely,

Bryce A. Contor
Senior Water Resource Agent

REAL ESTATE AGREEMENT, ESCROW

THIS AGREEMENT MADE AND ENTERED INTO This 5th day of June 1987 between Verl B. Horrocks and Leola R. Horrocks, husband and wife of Blackfoot, Bingham County, Idaho, parties of the first part and Charles R. Horrocks and Dallas H. Horrocks, husband and wife of Blackfoot, Bingham County, Idaho, parties of the second part, hereinafter referred to as buyers.

WITNESSETH: That the said parties of the first part, hereinafter referred to as Sellers, in consideration of the covenants and agreements on the part of the Buyers hereinafter contained, agree to sell and convey unto the Buyers and Buyers agree to buy all that certain piece of parcel of land situated in Bingham County, Idaho, and more particularly described as follows, to-wit:

Part of Sec. 4 Township 3 South, Range 35 East, B. M. Bingham County, Idaho described as:
Beginning at a point that is N. 00° 04' 54" E. 390 feet along the section line from the West 1/4 corner of said section 4; and running N. 00° 04' 54" E. 922.32 feet along the section line; thence S 89° 22' 05" E. 1328.71 feet along the North 1/16 line; thence South 190.87 feet, thence West 490.36 feet; thence S. 12° 40' 04" E. 225.55 feet thence East 182.67 feet thence South 80 feet thence East 391.52 feet to Frontage Road; thence South 32° 48' 49" W. 250.20 feet along said Frontage Road; thence N. 89° 51' 39" W. 818.77 feet thence South 210 feet thence West 512 feet to point of beginning, together with tenements, hereditaments, and appurtenances belonging thereunto.
Description taken from property survey dated 12-30-83 done by Harper & Morgan & Associates of Blackfoot, Idaho. Their Job No. 83187 Tape 84-1 File 30.

The price of \$ 51,600.00 to be paid in 93 monthly installments of \$ 800.00 per month commencing June 28, 1987, and on the 28th day of each month thereafter until said price, together with interest thereon at the rate of 10% per annum on unpaid balance, shall be paid in full. Said payments to be applied first to payment of accrued interest and then to principal.

Buyers agree to pay all taxes for all years, (all school and county taxes and assessments) during the existence of this contract.

Sellers further agree to furnish Buyers good and sufficient Warranty Deed warranting good and marketable title in Sellers and free and clear of all incumbrances.

It is further agreed by and between the parties that a copy of this agreement, together with good and sufficient Warranty Deed executed by the Sellers shall be placed in escrow. Buyers to pay all escrow fees.

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