



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

5/28/2015

Rob Struthers & Katie Breckenridge
PO BOX 685
PICABO ID 83348

Via Facsimile

RE: Document filing request

Dear Rob and Katie,

I am unable to scan and record the documents as part of our database for the most basic of reasons. No water right is referenced into which to include the data. The agreement specifies a location that is outside of the city of Carey and there are no water rights are in that area.

Looking at the correct location for Carey Town Spring I found no recorded water rights for either party for either spring. Neither party has authority to divert and utilize the water from either spring, apart from use as a nondiverted de minimis stockwater right.

If the water is being diverted and piped for some purpose of use then whichever user(s) is/are now required to file an application for water right with IDWR. No beneficial use claim may be filed to document historical priority. Neither can L.L.Breckenridge Inc. "grant" a right to use water from either spring source to Picabo Livestock, Inc. as stated in the agreement. The most that this agreement may accomplish is document is some permissive easement to access a source of water, and that is suspect due to the location description error and lack of recording with the county so that it conveys with the land and obligates future owners. Of course I am not an attorney and can't unequivocally state a binding opinion, but my reading of IDWR direction with respect to documentation regarding owner changes indicates these issues.

Sorry I couldn't be more responsive to your request.

Respectfully,

Douglas Jones P.E.



P. O. Box 685
Picabo, Idaho 83348
(208) 788-4424 • Fax (208) 788-2375

RECEIVED

MAY 28 2015

DEPT OF WATER RESOURCES
SOUTHERN REGION

May 26, 2015

Mr. Doug Jones
Idaho Department of Water Resources South Region
Twin Falls, Idaho 83301

RE: Picabo Town Spring located in T2S R20E Sec 4

We are writing this letter to you and want it entered along with all the documents in the IDWR data base records. We and our predecessors have been a beneficial user of the Picabo Town Spring since the land was homesteaded under the Homestead Act of the U.S. Congress May 20, 1862. We have been and continue to be the sole beneficial user of the Picabo Town spring since June of 2008.

Please let us know if you need any additional facts.

Sincerely Yours,

A handwritten signature in cursive script, appearing to read 'Katie Breckenridge'.

Katie Breckenridge

A handwritten signature in cursive script, appearing to read 'Rob Struthers'.

Rob Struthers (208-309-2444)

Enclosure: Agreement between LL Breckenridge Co and Picabo Livestock Co dated August 3, 1971 regarding Picabo Town Spring Use

MAY 28 2015

DEPT OF WATER RESOURCES
SOUTHERN REGION

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 3rd day of August, 1971, by and between L. L. BRECKENRIDGE CO., an Idaho corporation, hereinafter called "Breckenridge," and PICABO LIVESTOCK, INC., an Idaho corporation, hereinafter called "Picabo,"

WITNESSETH:

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Breckenridge hereby gives Picabo the right to divert from existing pipelines carrying water from a spring on land owned by Breckenridge in the SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 4, Township 2 South, Range 21 East, Boise Meridian, Blaine County, Idaho, water not needed by Breckenridge, to a spring located in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 4, Township 2 South, Range 21 East, Boise Meridian, Blaine County, Idaho, commonly known as "Town Spring" for further diversion therefrom.

2. It is specifically understood that said right is permissive on the part of Breckenridge and may be terminated at any time and Picabo makes no claim to any ownership of said water and agrees that it will not divert said water at any time Breckenridge desires to use the same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

L. L. BRECKENRIDGE CO.

By *J. L. Breckenridge*
President

PICABO LIVESTOCK, INC.

By *Leonard W. Brady*
President