

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WITHDRAWAL OF PROTEST

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OCT 25 2021
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Application for ☐ Transfer ☒ Permit ☐ Amendment of Permit No. 87-12320

In the Name of John and/or Megan Weaver
Applicant

Name of Protester: Latah County

Represented by: Latah County Board of County Commissioners

I hereby withdraw my protest to the above referenced matter. All of my issues of protest have been addressed and/or resolved.

☐ My withdrawal is not conditional.

Or

☒ My withdrawal is conditioned on the following:

Subject to the attached Settlement Agreement as signed by the parties.

Kathie LaFort
Signature of Protester or Representative

Chair
Title

10/18/21
Date

**SETTLEMENT AGREEMENT FOR LATAH COUNTY'S PROTEST TO
JOHN WEAVER AND/OR MEGAN WEAVER'S
WATER RIGHT APPLICATION #87-12320**

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SECTION 1. RECITALS:

Latah County ("County") filed a timely protest on the application for Water Right #87-12320 made by John Weaver and/or Megan Weaver ("Applicant"). Through negotiations, County agreed to withdraw its protest in exchange for the below terms and conditions being attached to Water Right #87-12320. This Settlement Agreement by and between Applicant and County sets forth such terms and conditions.

SECTION 2. OBJECTIVE:

County seeks to ensure that the amounts withdrawn from groundwater are not harmful to surrounding properties which might utilize the same aquifer for drinking water.

SECTION 3. TERMS AND CONDITIONS:

- a. The Applicant agrees that the following terms and conditions shall attach to Water Right #87-12320 and be binding upon Applicant as agreed to by and permitted by the Idaho Department of Water Resources.
 - i. The instantaneous flow rate/amount of water to be appropriated for "domestic" from groundwater to Applicant under Water Right #87-12320 shall be no more than .02 cubic feet per second (cfs).
- b. The Parties agree that the above terms and conditions shall inure to the benefit of, and be binding upon, the Parties and any of their successors and/or assigns.
- c. Following execution by the Parties of this Agreement, the Idaho Department of Water Resource's acceptance of this agreement, and the Agreement's attachment to Water Right #87-12320, County agrees to withdraw its protest of Water Right #87-12320.

SECTION 4. EFFECTIVE DATE:

This Agreement shall be effective upon its acknowledgement by the Parties below.

COUNTY:

DATED this 18 day of October 2021.

Kathie LaFortune
Kathie LaFortune, Chair

Attest: Jennifer Pupa
Clerk/Deputy Clerk of the Board

APPLICANT:

John S. Weaver 10/10/21
John Weaver Date

Megan D. Weaver 10-10-21
Megan Weaver Date