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Attorneys for Applicant

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR
TRANSFER NO. 83745 IN THE NAME OF
SUNSET FARM & RANCH LLC

**STIPULATION FOR WITHDRAWAL
OF PROTEST**

THIS STIPULATION FOR WITHDRAWAL OF PROTEST (this "Stipulation") is made and entered into as of the 19th day of January, 2021, by and between **Sunset Farm & Ranch LLC** (hereinafter, collectively "Sunset"); and **Harvey Walker** ("Walker"). Sunset and Walker may hereinafter be collectively referred to as the "Parties" or individually a "Party."

RECITALS:

- A. Sunset filed Application for Transfer No. 83745 on November 6, 2019, which was amended on July 15, 2020 (hereinafter "83745").
- B. The Transfer proposes to "stack" Sunset's water rights and to allow for utilization of a well that was originally intended to be a replacement well for a certain well located within the NWSWNW, Sec. 08, 03N, 27E (the "Quist Well"). The "New Well" is located approximately only 50 feet from the Quist Well, and therefore, is also located within NWSWNW, Sec. 08, 03N, 27E.
- C. The Well Driller's Report for the New Well is attached hereto as **Exhibit 1**. The New Well is cased down to 662 feet, but as of the date of this Agreement, the casing has not yet been perforated pending the outcome of 83745.
- D. Walker protested 83745.

- E. Instead of participating in administrative hearings contesting 83745 as provided for under Idaho law, the Parties have elected to enter this Stipulation to resolve the protest that has been filed.

AGREEMENTS:

1. **Withdrawal of Protests.** Subject to the provisions of this Stipulation, Walker hereby withdraws his protest to 83475.
2. **Conditions To be Included in Approval of Water Right Transfer.** The Department shall include the following conditions, or conditions substantially in the same form, in the final order approving 83475:
 - a. "The right holder shall not perforate the well casing for the well identified as D0081297 until 400 feet below land surface."
 - b. "Diversion and use of water from the well located in NWSWNW, Sec. 08, 03N, 27E (identified by the Department as the "Quist well") under the following water rights shall be limited to the diversion of 2.0 cfs: 34-2277 and 34-2480B."
3. **Resolution of Protests.** This Stipulation is intended to resolve the protest filed by Walker. Resolution of this protest is conditioned upon the Department including the conditions set forth herein. If such conditions are not included, then either Party may terminate this Stipulation by written notice to the other Party within ten (10) days after the final order approving 83745. The Parties reserve the right to challenge any decision from the Department that does not include the conditions set forth in this Stipulation.
4. **Reservation of Rights.** The Parties agree and acknowledge that this Stipulation only resolves Walker's protest to 83745. The Parties shall not use this Stipulation in any other administrative or judicial proceedings for any purpose, other than an action to enforce its terms as provided in paragraph 8 below.
5. **Reliance Upon Statements/Integration and Merger.** The Parties specifically acknowledge that they have executed this Stipulation without relying upon any statements or representations written or oral, as to any statement of law or fact made by any other person or attorney. The Parties to this Stipulation have read and understand the Stipulation, and warrant and represent that this Stipulation is executed voluntarily and without duress or undue influence on the part of or on behalf of any party. This agreement represents the sole entire and integrated Stipulation by and between the Parties hereto, and supersedes any and all prior understandings or agreements whether written or oral except as specifically provided herein.
6. **Successors and Assigns.** This Stipulation shall be binding upon and shall inure to the benefit of each Party's officers, directors, shareholders, heirs, successors and assigns, and shall be specifically enforceable.

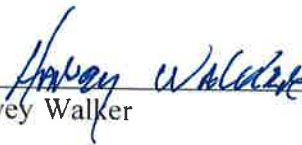
7. **Waiver and Modification.** No provision of this Stipulation may be waived, modified, or amended except by written agreement executed by all the Parties hereto.
8. **Enforcement and Interpretation.** This Stipulation is a valid and binding obligation of the parties, and their successors or assigns. It shall be admissible and enforceable according to its terms, and venue in any subsequent action shall rest within the State of Idaho. This Stipulation is subject to interpretation in accordance with the laws of the State of Idaho.
9. **Counterparts.** This Stipulation may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument.

SUNSET FARM & RANCH LLC



By: Robert L. Harris, of the firm Holden, Kidwell,
Hahn, & Crapo, P.L.L.C.

Attorneys for Sunset Farm & Ranch LLC



Harvey Walker

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By: Robert L. Harris, of the firm Holden, Kidwell,
Hahn, & Crapo, P.L.L.C.
Attorneys for Sunset Farm & Ranch LLC

Harvey Walker

EXHIBIT 1

Form 238-7
6/07

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

1. WELL TAG NO. D 0081297

Drilling Permit No. D0081297

Water right or injection well # 34-2277

2. OWNER: Mike Telford

Name Mike Telford

Address 1450 W Hwy 24

City Paul State Idaho Zip 83347

3. WELL LOCATION:

Twp. 03 North ☐ or South ☐ Rge. 27 East ☒ or West ☐
Sec. 8 1/4 SW 1/4 NW 1/4

Gov't Lot _____ County Butte

Lat. 43 ° 36.3414 (Deg. and Decimal minutes)

Long. 113 ° 16.5774 (Deg. and Decimal minutes)

Address of Well Site Corner of 2300 N. 2900 W.

City Butte City, Arco

Lot _____ Blk. _____ Sub. Name _____

4. USE:

☐ Domestic ☐ Municipal ☐ Monitor ☒ Irrigation ☐ Thermal ☐ Injection
☐ Other _____

5. TYPE OF WORK:

☐ New well ☒ Replacement well ☐ Modify existing well
☐ Abandonment ☐ Other _____

6. DRILL METHOD:

☒ Air Rotary ☐ Mud Rotary ☒ Cable ☐ Other _____

7. SEALING PROCEDURES:

Seal material	From (ft)	To (ft)	Quantity (lbs or ft)	Placement method/procedure
Cement	0	145	10 yds	tremie, pump

8. CASING/LINER:

Diameter (nominal)	From (ft)	To (ft)	Gauge/Schedule	Material	Casing Liner	Threaded	Welded
20	+2'	288	.250	steel	☒	☐	☒
18	590	662	.375	steel	☒	☐	☒

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 288

9. PERFORATIONS/SCREENS:

Perforations ☐ Y ☒ N Method _____

Manufactured screen ☐ Y ☒ N Type _____

Method of installation _____

From (ft)	To (ft)	Slot size	Number/ft	Diameter (nominal)	Material	Gauge or Schedule

Length of Headpipe _____ Length of Tailpipe _____

Packer ☐ Y ☒ N Type _____

10. FILTER PACK:

Filter Material	From (ft)	To (ft)	Quantity (lbs or ft)	Placement method

11. FLOWING ARTESIAN:

Flowing Artesian? ☐ Y ☒ N Artesian Pressure (PSIG) _____

Describe control device _____

12. STATIC WATER LEVEL and WELL TESTS:

Depth first water encountered (ft) 8' Static water level (ft) 440

Water temp. (°F) cold Bottom hole temp. (°F) cold

Describe access port _____

Well test:

Drawdown (feet)	Discharge or yield (gpm)	Test duration (minutes)	Pump	Bailer	Air	Flowing artesian
	400 gpm		☒	☐	☐	☐

Water quality test or comments: _____

13. LITHOLOGIC LOG and/or repairs or abandonment:

Bore Dia. (in)	From (ft)	To (ft)	Remarks, lithology or description of repairs or abandonment, water temp.	Water
24"	0	5	soil	Y N
	5	15	course sand, large gravel	y
	15	30	course sand and pea gravel	y
	30	45	sandy clay	y
	45	61	course sand	y
	61	75	course sand and clay	y
	75	84	course sand and pea gravel	y
	84	102	sandy clay	y
	102	108	clay	n
	108	145	basalt	y
20	145	220	sandy clay	y
	220	240	sand and pea gravel	y
	240	288	sandy clay	n
	288	330	caving basalt (cemented)	n
	330	439	basalt	n
	439	595	basalt with small fractures	y
	595	630	red ash sand and clay	y
	630	640	sand and gravel	y
18	640	662	sandy clay	y
	662	800	Basalt with some small fractures	y

Completed Depth (Measureable): 800

Date Started: 10-20-19

Date Completed: 3-30-2020

14. DRILLER'S CERTIFICATION:

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Vollmer Well Drilling Co. No. 363

*Principal Driller _____ Date 4-13-2020

*Driller _____ Date _____

*Operator II _____ Date _____

Operator I _____ Date _____

* Signature of Principal Driller and rig operator are required.

Cefalo, James

From: Rob Harris <rharris@holdenlegal.com>
Sent: Thursday, January 21, 2021 10:24 AM
To: Cefalo, James; Harvey Walker
Cc: mateamccray@gmail.com; Aaron M. Worthen; Norman M. Semanko
Subject: Stipulation for Withdrawal of Protest--Sunset Transfer No. 83745
Attachments: 83745 Walker Sunset Stipulation.pdf

Hearing Officer Cefalo:

Attached for filing is an executed *Stipulation for Withdrawal of Protest* between Harvey Walker and Sunset Farm and Ranch LLC.

Thanks,



Robert L. Harris
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Idaho Falls, ID 83405-0130
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