

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WITHDRAWAL OF PROTEST

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Application for ☐ Transfer ☒ Permit ☐ Amendment of Permit No. 86-12089

In the Name of Michael T. and Sandi J. Barrows
Applicant

Name of Protestant: 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 enclosed Settlement Agreement


Signature of Protestant or Representative Chair
Title
09/09/2020
Date

SEP 14 2020

**SETTLEMENT AGREEMENT FOR LATAH COUNTY'S PROTEST TO
MICHAEL T. AND SANDI J. BARROWS' WATER RIGHT
APPLICATION #86-12089**

SECTION 1. RECITALS:

Latah County ("County") filed a timely protest on the application for Water Right #86-12089 made by Michael T. and Sandi J. Barrows ("Applicant"). Through negotiations, County agreed to withdraw its protest in exchange for the below terms and conditions being attached to Water Right #86-12089. 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County seeks to ensure that the amounts withdrawn from groundwater are not harmful to surrounding properties which might utilize the same aquifer for drinking water.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:

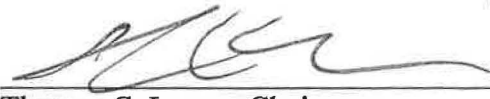
- a. The Applicant agrees that the following terms and conditions shall attach to Water Right #86-12089, and be binding upon Applicant as agreed to by and permitted by the Idaho Department of Water Resources.
 - i. The instantaneous flow rate/amount of water to be appropriated for "diversion to storage" from groundwater to Applicant under Water Right #86-12089 shall be no more than .04 cubic feet per second (cfs).
 - ii. The total quantity of water to be appropriated from groundwater to Applicant under Water Right #86-12089 shall be no more than 1.2 acre-feet per year (af).
- 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 #86-12089, County agrees to withdraw its protest of Water Right #86-12089.

SECTION 4. EFFECTIVE DATE:

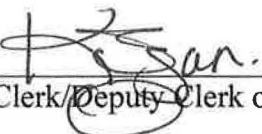
This Agreement shall be effective upon its acknowledgement by the Parties below.

COUNTY:

DATED this 9th day of September 2020



Thomas C. Lamar, Chairman


Attest:  9-9-20
Clerk/Deputy Clerk of the Board

APPLICANT:

DATED this 2 day of Sept. 2020



Sandi J. Barrows



Michael T. Barrows