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Attorneys for LCSC Enterprises LLC

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR
TRANSFER NOS. 83288, 83315, 83340 IN
THE NAME OF LCSC ENTERPRISES LLC

**STIPULATION FOR
WITHDRAWAL OF PROTESTS**

THIS STIPULATION FOR WITHDRAWAL OF PROTEST (this "Stipulation") is made and entered into to be effective as of the date of the latest signature date set forth below, by and between the following Parties:

1. **LCSC Enterprises LLC** (hereinafter, "LCSC"); and
2. **A&B Irrigation District, American Falls Reservoir District #2, Burley Irrigation District, Milner Irrigation District, Minidoka Irrigation District, North Side Canal Company, and Twin Falls Canal Company** (hereinafter, collectively the "Coalition").

RECITALS:

- A. Application for Transfer Nos. 83288, 83315, and 83340 (hereinafter, respectively "83288", "83315", and "83340") were filed on May 14, 2019 with the Idaho Department of Water Resources ("IDWR" or "Department") which seek to amend various ground water rights, including a water right owned by Kip Hunter (WR 35-2824).
- B. On July 8, 2019, after 83288, 83315, and 83340 were advertised pursuant to Idaho law, it was protested on various grounds by the Coalition.

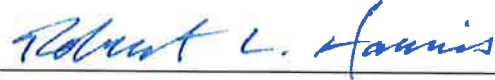
- C. In lieu of participating in administrative hearings concerning 83288, 83315, and 83340, as provided for under Idaho law, the Parties hereby agree as set forth below, the result of which is withdrawal of the Coalition's protests and issuance of approvals for 83288, 83315, and 83340.

AGREEMENTS:

1. **Reservation of Rights.** The Parties agree and acknowledge that this Stipulation only resolves the protests to 83288, 83315, and 83340 and the issues raised with these transfers. The Coalition reserves all rights to protest other applications for permit, transfers, and any other proceedings that may be initiated by LCSC on the same or similar bases. 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 5 below.
2. **Reliance Upon Statements/Integration and Merger.** The Parties hereto specifically acknowledge that they were represented by counsel in this matter, and agree that other than as is set forth herein, 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 party or attorney. The Parties to this Stipulation have read and understand the Stipulation and warrant and represent that this Agreement 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.
3. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of each Parties' officers, directors, shareholders, heirs, successors and assigns, and shall be specifically enforceable.
4. **Waiver and Modification.** No provision of this Agreement may be waived, modified, or amended except by written agreement executed by all the Parties hereto.
5. **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.
6. **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.

LCSC ENTERPRISES LLC

Date:



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

A&B IRRIGATION DISTRICT, BURLEY
IRRIGATION DISTRICT, MILNER IRRIGATION
DISTRICT, NORTH SIDE CANAL COMPANY,
AND TWIN FALLS CANAL COMPANY

Date: 4/10/20



for

By: Jonas Reagan, of the firm Barker, Rosholt &
Simpson, LLP
*Attorneys for A&B Irrigation District, Burley
Irrigation District, Twin Falls Canal Company,
North Side Canal Company, and Milner Irrigation
District*

AMERICAN FALLS RESERVOIR DISTRICT #2
AND MINIDOKA IRRIGATION DISTRICT

Date: 4/10/20



for

By: W. Kent Fletcher, of the firm Fletcher Law
Office
*Attorneys for American Falls Reservoir District #2
and Minidoka Irrigation District*