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FEB 27 2020

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

IDWR / NORTH

WITHDRAWAL OF PROTEST

Application for ☐ Transfer ☒ Permit ☐ Amendment of Permit No. 87-10869

In the Name of Clyde Farms LLC
Applicant

Name of Protestant: Latah County

Represented by: 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:

Acceptance by IDWR of a signed Settlement Agreement (enclosed) between Latah County and Kenneth Clyde, on behalf of Clyde Farms LLC.

[Signature] Chair
Signature of Protestant or Representative Title
2-24-2020
Date

ATTEST: [Signature]
Deputy

**SETTLEMENT AGREEMENT FOR LATAH COUNTY'S PROTEST TO
CLYDE FARMS LLC'S WATER RIGHT
APPLICATION #87-10869**

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SECTION 1. RECITALS:

IDWR / NORTH

Latah County ("County") filed a timely protest on the application for Water Right #87-10869 made by Kenneth Clyde on behalf of Clyde Farms LLC ("Applicant"). Through negotiations, County agreed to withdraw its protest in exchange for the below terms and conditions being attached to Water Right #87-10869. This Settlement Agreement by and between Applicant and County sets forth such terms and conditions.

SECTION 2. OBJECTIVE:

County seeks to ensure that Water Right #87-10869 complies with the Palouse Basin Aquifer Plan ("Plan"), and that the amounts withdrawn from groundwater by developments are not harmful to surrounding properties which might utilize the same aquifer for drinking water. The Plan requires developments to use water resources as efficiently as reasonably possible.

SECTION 3. TERMS AND CONDITIONS:


- a. The Applicant agrees that the following terms and conditions shall attach to Water Right #87-10869, 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 "Industrial" and "Commercial" from groundwater to Applicant under Water Right #87-10869 shall be no more than .2 cubic feet per second (cfs) for each, with a total instantaneous flow rate of .2 cubic feet per second (cfs); and
 - ii. The total quantity of water to be appropriated from groundwater to Applicant under Water Right #87-10869 shall be no more than 2.45 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 #87-10869, County agrees to withdraw its protest of Water Right #87-10869.

SECTION 4. EFFECTIVE DATE:


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

COUNTY:

DATED this 24th day of ~~November 2019~~ February 2020


Thomas C. Lamar, Chair

Attest.

 2-24-20
Clerk/Deputy Clerk of the Board

 **COPY**

APPLICANT:

 2-21-20
Ken Clyde, Clyde Farms LLC Date