

Travis L. Thompson, ISB #6168
Jonas A. Reagan, ISB #10566
BARKER ROSHOLT & SIMPSON LLP
163 Second Avenue West
P.O. Box 63
Twin Falls, Idaho 83303-0063
Telephone: (208) 733-0700
Facsimile: (208) 735-2444
Email: tlt@idahowaters.com
jr@idahowaters.com

Attorneys for Meadowlark Ranch LLC

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF APPLICATION FOR	)	
TRANSFER NO. 80793	)	STIPULATION FOR
	)	WITHDRAWAL OF PROTESTS
In the name of Meadowlark Ranch, LLC	)	
	)	
	)	
	)	
	)	

THIS STIPULATION FOR WITHDRAWAL OF PROTESTS (this "Stipulation") is made and entered into as of the 30th day of January, 2020, by and between the Applicant **Meadowlark Ranch, LLC** (hereinafter, "Meadowlark"); Protestant **Merrill Ranch Partnership, LLC** (hereinafter "Merrill"); and Protestant **United States Department of Interior, Bureau of Land Management** (hereinafter "BLM"). Meadowlark, Merrill, and the BLM may hereinafter be collectively referred to as the "Parties."

RECITALS:

- A. Meadowlark filed Application for Transfer Nos. 80793 (hereinafter "Transfer") on March 29, 2016.
- B. The Transfer proposed certain changes to water right nos. 13-885A, 13-886A, 13-887C, and 13-889C (collectively, the "Water Rights") to reflect updated irrigation practices and to implement mitigation requirements of water right no. 13-7784.
- C. The Transfer was protested by Merrill, the BLM, Craig McGregor, the Cleveland Irrigation Company, and Joan Oliver.

- D. Mr. McGregor and the Cleveland Irrigation Company withdrew their protests in July 2016. Ms. Oliver withdrew her protest in March 2019.
- E. Merrill and Meadowlark executed a settlement to resolve Merrill's protest in May 2019.
- F. Instead of participating in administrative hearings contesting the Transfer as provided for under Idaho law, the Parties have elected to enter into this Stipulation to resolve the protests that have been filed.

AGREEMENTS:

1. **Point of Rediversion.** Meadowlark agrees to change the proposed point of rediversion of the Water Rights from the existing headgate and ditch located on BLM land in the SENW, Section 6, Township 13S, Range 39E, Bannock County, Idaho, to a new point of rediversion located on Meadowlark's land in the NESW, Section 13, Township 13S, Range 38E, Bannock County, Idaho. Meadowlark agrees to file any formal amendment of the Transfer application as necessary.
2. **Merrill / Meadowlark Settlement.** The Parties agree that IDWR shall include the following or a substantially similar condition on the Water Rights that states: "The diversion and use of water under Transfer No. 80793 is subject to additional conditions and limitations contained in a Settlement Agreement re: Transfer No. 70983, dated May 30, 2019, entered into by and between Meadowlark Ranch, LLC, and Merrill Ranch Partnership, LLC. The Settlement Agreement is enforceable by the parties thereto."
3. **Resolution of Protests.** This Stipulation is intended to resolve the protests filed by Merrill and the BLM. Resolution of these protests is conditioned upon the approval, by the Department, of the conditions set forth herein in substantially the same form as described above. If such conditions are not approved as set forth herein, then any party may terminate this Stipulation by written notice to the other parties within thirty (30) days after the later to occur of the final order approving the Transfer. The Parties reserve the right to challenge any decision from the Department that does not include the conditions set forth in this Stipulation. If the conditions are included as set forth herein, then the protests of the Protestants shall be deemed withdrawn.
4. **Transfer Amendment.** The Protestants hereby agree to not protest any transfer amendment required by IDWR to implement the changed point of rediversion set forth in paragraph 1 above, if such amendment is re-advertised.
5. **Reservation of Rights.** The Parties agree and acknowledge that this Stipulation only resolves the Protestants' protests to 80793. 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 9 below.

6. **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 this 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 Stipulation and the settlement agreement referenced in paragraph 2 above collectively represent the entire and integrated agreement by and between the Parties concerning the Transfer, and supersede any and all prior understandings or agreements between them whether written or oral .
7. **Successors and Assigns.** This Stipulation shall be binding upon and shall inure to the benefit of the Parties and their respective officers, directors, shareholders, heirs, successors and assigns; shall be run with and be binding upon the Water Rights; and shall be specifically enforceable.
8. **Waiver and Modification.** No provision of this Stipulation may be waived, modified, or amended except by written agreement executed by all the Parties hereto.
9. **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.
10. **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.

Dated this 30th day of January, 2020.

MEADOWLARK RANCH, LLC



By: Travis L. Thompson, of the firm Barker Rosholt
& Simpson LLP

Attorneys for Meadowlark Ranch LLC

Dated this 30th day of January, 2020.

MERRILL RANCH PARTNERSHIP, LLC

A handwritten signature in blue ink, appearing to read "T.J. Budge", is written over a horizontal line.

By: T.J. Budge, of the firm, Racine, Olsen, Nye,
Budge & Bailey, Chtd.

Attorneys for Merrill Ranch Partnership, LLC

Dated this ____ day of January, 2020.

UNITED STATES DEPARTMENT OF INTERIOR, BUREAU
OF LAND MANAGEMENT

By: Fredric W. Price

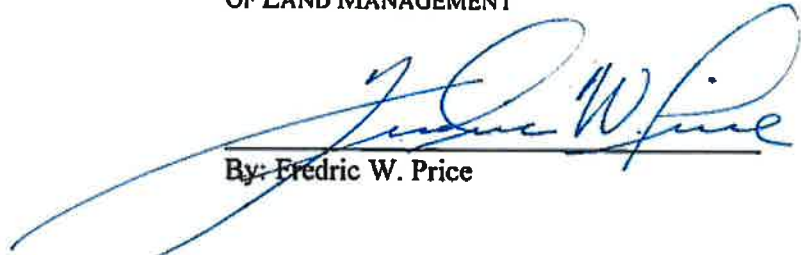
Dated this ____ day of January, 2020.

MERRILL RANCH PARTNERSHIP, LLC

By: T.J. Budge, of the firm, Racine, Olsen, Nye,
Budge & Bailey, Chtd.
Attorneys for Merrill Ranch Partnership, LLC

Dated this 30th day of January, 2020.

UNITED STATES DEPARTMENT OF INTERIOR, BUREAU
OF LAND MANAGEMENT



By: Fredric W. Price

CERTIFICATE OF MAILING

I certify that on January 31, 2020, I served true and correct copies of the foregoing *Stipulation for Withdrawal of Protests* upon the following by the method indicated:

James Cefalo
Idaho Department of Water
Resources
900 North Skyline Drive, Suite A
Idaho Falls, Idaho 83402-1718

☒ U.S. Mail, Postage Prepaid
☐ Hand Delivery
☐ Overnight Mail
☐ Facsimile
☒ Email

Rocky Mountain Environmental
Assoc.
Kristin Moore
482 Constitution Way #300
Idaho Falls, Idaho 83402

☐ U.S. Mail, Postage Prepaid
☐ Hand Delivery
☐ Overnight Mail
☐ Facsimile
☒ Email

Bureau of Land Management
c/o Fredric Price
1387 S Vinnell Way
Boise, Idaho 83709-1657

☐ U.S. Mail, Postage Prepaid
☐ Hand Delivery
☐ Overnight Mail
☐ Facsimile
☒ Email

T.J. Budge
Racine Olsen
P.O. Box 1391
Pocatello, Idaho 83204-1391

☐ U.S. Mail, Postage Prepaid
☐ Hand Delivery
☐ Overnight Mail
☐ Facsimile
☒ Email



Jessica Nielsen,
Assistant for Travis L. Thompson
Attorneys for Meadowlark Ranch, LLC