

RECEIVED

NOV 05 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

Luke H. Marchant, Esq. (ISB #7944)

lmarchant@holdenlegal.com

HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

P.O. Box 50130

1000 Riverwalk Drive, Suite 200

Idaho Falls, ID 83405

Telephone: (208) 523-0620

Facsimile: (208) 523-9518

Attorneys for Double Eagle Properties LLLP

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR
TRANSFER NO. 81943 IN THE NAME OF
DOUBLE EAGLE PROPERTIES LLLP

**STIPULATION TO RESOLVE
INTERVENORS' PROTESTS**

THIS STIPULATION TO RESOLVE INTERVENORS' PROTESTS (this "Stipulation") is made and entered into as of the 31 day of October, 2018, by and between **Double Eagle Properties LLLP** (hereinafter, "Double Eagle"), and intervenors to Application for Transfer No. 81943 **Sean & Amanda Sterling** (hereinafter, "Sterling"), **Gerald & Greg Sievers** (hereinafter, "Sievers"), and **Glenn C. Bessire** (hereinafter, "Bessire") (collectively the "Intervenors"). Double Eagle and the Intervenors may hereinafter collectively be referred to as the "Parties."

RECITALS:

- A. Double Eagle filed Application for Transfer No. 81943 (hereinafter, simply "81943") on September 7, 2017. 81943 was subsequently amended on March 5, 2018. 81943 proposes to create a permissible place of use for several water rights and add points of diversion to several ground water rights.
- B. On May 21, 2018, after 81943 was advertised pursuant to Idaho law, it was protested on various grounds by the Milner Irrigation District and Twin Falls Canal Company. The protestants eventually stipulated to withdraw their protests via a stipulation filed with IDWR on September 18, 2018.

- C. The Intervenor's filed petitions to intervene and were granted intervention by IDWR through various orders.
- D. The Parties participated at a pre-hearing conference held at IDWR on September 18, 2018 and discussed various issues with the application and conditions to resolve the outstanding concerns of the Intervenor's.
- E. In lieu of participating in administrative hearings concerning 81943, as provided for under Idaho law, the Parties hereby agree as set forth below, the result of which is to resolve the Intervenor's protests to the proposed application for transfer.

AGREEMENTS:

- 1. **Double Eagle's Elimination of Proposed Point of Diversion.** Double Eagle agrees to modify the proposed transfer to eliminate the proposed point of diversion (well) in the SWSE of Section 30, Township 11 South, Range 20 East, Twin Falls, County.
- 2. **Double Eagle's Agreement to Restrict Pumping at Existing Points of Diversion.** Double Eagle agrees to include a condition on the transfer approval and water rights to restrict pumping at the existing points of diversion (wells, or any future replacement well at these authorized POD locations) as follows:

<u>Well</u>	<u>Diversion Rate</u>	<u>Water Rights</u>
SENWSE § 5, T12S, R20E (Cassia)	4.78 cfs	45-2220, 2176, 2408,
SWNWSE §6, T12S, R20E	4.78 cfs	101017
SESESE § 6, T12S, R20 E	4.78 cfs	
SWSWNW Lot 5, §6, T12S, R20E (Cassia)	6.53 cfs	45-2318, 2319, 4142, 14464
SENWNW Lot 4, §6, T12S, R20E (Cassia)	7.27 cfs	45-2317, 2318, 4142, 14464
SWSWSE § 36, T11S, R19E (Twin Falls)	4.37 cfs	45-2290, 4142, 14464
SWNWSW Lot 3, § 31, T11S, R19E (TF)	3.63 cfs	45-2292, 4142, 14464
SWNESE § 36, T11S, R19E (Twin Falls)	1.06 cfs	45-2291
SESESE § 25, T11S, R19E (Twin Falls)	0.40 cfs	45-4032

SENESE § 25, T11S, R19E (Twin Falls) 0.85 cfs 45-2270

SESNW Lot 2, §30, T11S, R20E (Twin Falls) 0.75 cfs 45-2236

3. **Double Eagle's Compliance with IDWR Conditions.** Double Eagle agrees to comply with IDWR's conditions of the transfer approval, including specifically the condition to install and maintain lockable measuring devices on all groundwater points of diversion (wells) of a type approved by IDWR that will provide the local watermaster suitable control of the diversions.
4. **Reliance Upon Statements/Integration and Merger.** Double Eagle, Sterling, and Sievers specifically acknowledge that they were represented by counsel in this matter, and Bessire acknowledges that he is representing himself in this matter pro se. The Parties 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.
5. **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.
6. **Waiver and Modification.** No provision of this Agreement may be waived, modified, or amended except by written agreement executed by all of the Parties hereto.
7. **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.
8. **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.

DOUBLE EAGLE PROPERTIES LLLP

A handwritten signature in blue ink, appearing to read "Luke H. Marchant", written over a horizontal line.

By: Luke H. Marchant, of the firm Holden, Kidwell,
Hahn & Crapo, P.L.L.C.
Attorneys for Double Eagle Properties LLLP

SEAN & AMANDA STERLING
GERALD & GREG SIEVERS

A handwritten signature in blue ink, appearing to read "Travis L. Thompson", written over a horizontal line.

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

GLENN C. BESSIRE

A handwritten signature in blue ink, appearing to read "Glenn C. Bessire", written over a horizontal line.

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of October, 2018, I served a true and correct copy of the following described pleading or document on the attorneys and/or individuals listed below by the method indicated.

DOCUMENT SERVED: STIPULATION TO RESOLVE INTERVENORS' PROTESTS

ATTORNEYS AND/OR INDIVIDUALS SERVED:

Idaho Dept. of Water Resources
Southern Regional Office
650 Addison Ave. West, Suite 500
Twin Falls, ID 83301

- ☒ Mail
☐ Hand Delivery
☐ Facsimile
☐ Email

Travis L. Thompson
P.O. Box 63
Twin Falls, ID 83303-0063
*Attorneys for Protestants Milner Irrigation District and
Twin Falls Canal Company and Intervenors Gerald J.
Sievers, Gregory L. Sievers, and Amanda Sterling*

- ☒ Mail
☐ Hand Delivery
☐ Facsimile
☐ Email

Brockway Engineering PLLC
c/o Erick Powell
2016 N Washington St., Ste. 4
Twin Falls, ID 83301

- ☒ Mail
☐ Hand Delivery
☐ Facsimile
☐ Email

Glenn C. Bessire
4469 E. 2600 N.
Murtaugh, ID 83344

- ☒ Mail
☐ Hand Delivery
☐ Facsimile
☐ Email



Luke H. Marchant, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.