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Attorneys for Applicants

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR
TRANSFER NO. 82318 IN THE NAME OF
TELFORD LANDS LLC, MICHAEL AND
SHANNON TELFORD

**STIPULATION FOR WITHDRAWAL
OF PROTEST**

THIS STIPULATION FOR WITHDRAWAL OF PROTEST (this "Stipulation") is made and entered into as of the 25th day of January, 2019, by and between **Telford Lands LLC and Michael Telford and Shannon Telford** (hereinafter, collectively "Telford"); and **Harvey Walker** ("Walker"). Telford and Walker may hereinafter be collectively referred to as the "Parties" or individually a "Party."

RECITALS:

- A. Telford filed Application for Transfer No. 82318 (hereinafter simply "82318") on April 24, 2018.
- B. The Transfer proposes to "stack" Telford's water rights and to allow for the construction of a new well located in the NESWSW, of Section 26, Township 4N., Range 26E., Boise Meridian (hereinafter the "Well").
- C. Walker protested 82318.
- D. Instead of participating in administrative hearings contesting the Transfer as provided for under Idaho law, the Parties have elected to enter this Stipulation to resolve the protest that has been filed.

AGREEMENTS:

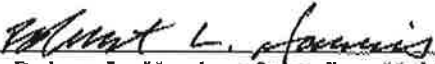
1. **Well Construction.** As a condition of the Transfer approval, Telford shall construct the Well such that it shall either (1) be fully cased (no perforations in the casing) down to a depth of 100 feet below land surface and during the well construction have passed through a significant clay layer (one that is thicker than 10 feet as is described in the January 11, 2019 Memo from Dennis Owsley specific to 82318); or (2) be fully cased (no perforations in the casing) down to a depth of 170 feet below land surface if no significant clay layer is encountered during the well construction.¹
2. **Resolution of Protests.** This Stipulation is intended to resolve the protest filed by Walker. Resolution of this protest is conditioned upon the Department including the condition set forth herein. If such condition is not included, then any Party may terminate this Stipulation by written notice to the other Party within thirty (30) days after the final order approving 82318. The Parties reserve the right to challenge any decision from the Department that does not include the condition set forth in this Stipulation.
3. **Reservation of Rights.** The Parties agree and acknowledge that this Stipulation only resolves Walker's protest to 82318. 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 7 below.
4. **Reliance Upon Statements/Integration and Merger.** The Parties specifically acknowledge that 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 person or attorney. The Parties to this Stipulation have read and understand the 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 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 Stipulation shall be binding upon and shall inure to the benefit of each Party's officers, directors, shareholders, heirs, successors and assigns, and shall be specifically enforceable.
6. **Waiver and Modification.** No provision of this Stipulation may be waived, modified, or amended except by written agreement executed by all 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

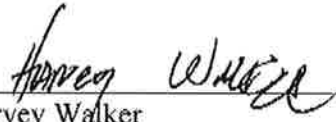
¹ Depending upon which alternative situation applies, Telford shall thereafter be able to perforate the casing below either 100 feet (under subpart 1) or 170 feet (under subpart 2) and otherwise construct the Well otherwise as he determines in his discretion.

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.

TELFORD LANDS LLC
MICHAEL TELFORD AND SHANNON TELFORD


By: Robert L. Harris, of the firm Holden, Kidwell,
Hahn, & Crapo, P.L.L.C.
*Attorneys for Telford Lands LLC and Michael
Telford and Shannon Telford*


Harvey Walker

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of January, 2019, 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(s) indicated.

DOCUMENT SERVED: STIPULATION FOR WITHDRAWAL OF PROTEST**ATTORNEYS AND/OR INDIVIDUALS SERVED:**

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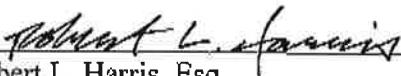
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DATE: January 25, 2019

TO: James Cefalo, Hearing Officer **FAX #:** (208-525-7177

FROM: Robert L. Harris **FAX #:** (208) 523-9518

RE: Telford Lands, LLC, Michael and Shannon Telford

NO. OF PAGES (INCL. TRANSMITTAL): 10

ITEMS SENT:

1. Stipulation for Withdrawal of Protest (Anderson)
2. Stipulation for Withdrawal of Protest (Walker)

MESSAGE:

ORIGINALS: Sent by Mail (X) Kept on File ()

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