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Attorneys for Double Eagle Properties LLLP

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SEP 18 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

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 FOR
WITHDRAWAL OF PROTESTS**

THIS STIPULATION FOR WITHDRAWAL OF PROTESTS (this "Stipulation") is made and entered into as of the 11 day of September, 2018, by and between **Double Eagle Properties LLLP** (hereinafter, "Double Eagle"), and protestants to Application for Transfer No. 81943 **Milner Irrigation District** (hereinafter, "Milner") and **Twin Falls Canal Company** (hereinafter, "TFCC") (collectively the "Protestants"). Double Eagle and the Protestants 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 Protestants.
- C. 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 withdrawal of the Protestants' protests.

AGREEMENTS:

1. **TFCC's Withdrawal.** While a portion of TFCC's service area overlaps the proposed permissible place of use, Double Eagle does not currently have authorization to utilize TFCC water on the proposed permissible place of use. As there are no TFCC water rights currently used on the proposed permissible place of use, TFCC hereby agrees to withdraw their protest of 81943.
2. **Milner's Withdrawal.** The permissible place of use originally proposed by Double Eagle included land within Milner's service area. Double Eagle agrees to modify the proposed permissible place of use to exclude all land within the Milner service area from the permissible place of use as shown on the attached map (Exhibit A). Milner hereby agrees to withdraw their protest of 81943 so long as no land within the Milner service area is included within the permissible place of use.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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



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Attorneys for Double Eagle Properties LLLP

MILNER IRRIGATION DISTRICT



By: Travis L. Thompson, of the firm Barker, Rosholt
& Simpson, LLP
Attorneys Milner Irrigation District

TWIN FALLS CANAL COMPANY



By: Travis L. Thompson, of the firm Barker, Rosholt
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Attorneys for Twin Falls Canal Company

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EXHIBIT A

