



RACINE
OLSON
NYE
BUDGE
BAILEY

201 E. Center St.
P.O. Box 1391
Pocatello, ID 83204
O 208.232.6101
F 208.232.6109
racinelaw.net

RANDALL C. BUDGE
rcb@racinelaw.net

RECEIVED

NOV 13 2015

Department of Water Resources
Eastern Region

November 11, 2015

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

Re: Transfer No. 80077 – Bryce W. Crane
Transfer No. 80080 – Bryce W. Crane and Drue Smith

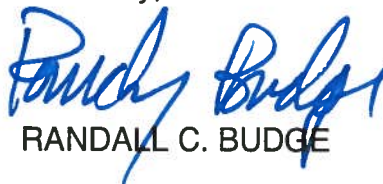
Dear James:

Enclosed please find the original and extra copy of a Stipulated Settlement Agreement with Protestant Redwood Farmland Holdings, LLC which fully compromises and settles all matters presented in pending Transfer Nos. 80077 and 80080. Also, original and extra copy of Stipulated Settlement Agreement between Bryce W. Crane and Protestant Quinn Jenson resolving this additional protest to Transfer No. 80077. As all protests are settled and withdrawn, please proceed to approve the Transfer Applications.

Please conform stamp the extra copies of the Stipulations as filed and return to me for our records in the enclosed stamped and addressed return envelope.

Per the Certificate of Mailing, copies have been served on all parties, along with a copy of this letter. If you have any questions, don't hesitate to contact me.

Sincerely,



RANDALL C. BUDGE

RCB:ts

Enclosures

c: Bryce W. Crane
Peter Volk
Drue Smith
Quinn Jenson

Randall C. Budge (ISB# 1949)
Racine Olson Nye Budge
& Bailey, chartered
201 E. Center St. / P.O. Box 1391
Pocatello, Idaho 83204
(208) 232-6101 – phone
(208) 232-6109 – fax
rcb@racinelaw.net

Attorney for Applicants

RECEIVED
NOV 13 2015
Department of Water Resources
Eastern Region

IDAHO DEPARTMENT OF WATER RESOURCES

**IN THE MATTER OF APPLICATION
FOR TRANSFER NO. 80077
IN THE NAME OF BRYCE W. CRANE AND
APPLICATION FOR TRANSFER NO. 80080
IN THE NAME OF BRYCE CRANE
AND DRUE SMITH**

**STIPULATED SETTLEMENT
AGREEMENT**

Comes now Applicants Bryce W. Crane and Drue Smith (“Applicants”) and Protestant Redwood Farmland Holdings, LLC (“Protestant”) and in full compromise and settlement of all matters presented by Applicants pending Transfer Nos. 80077 and 80080 and Protestants’ protests pertaining thereto, do hereby stipulate and agree as follows:

1. Applicants Applications for Transfer Nos. 80077 and 80080 shall be approved by order of the Department without further notice or hearing.
2. Protestant’s Protest dated June 5, 2015 is withdrawn.
3. Applicants agree not to protest the transfer application which Protestant contemplates filing pertaining to water right nos. 11-2045 and 11-2155.
4. Except as specified herein, this Stipulated Settlement Agreement does not limit or otherwise affect any water rights of the parties.
5. This Settlement Agreement is a compromise of disputed claims made in good faith to maintain good working and neighborly relationships and is not to be construed as an admission of any fault or liability by any party.

Dated this 28th day of October 2015.

BRYCE W. CRANE

DRUE SMITH

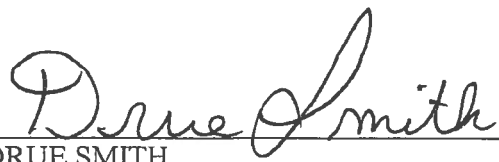
REDWOOD FARMLAND HOLDINGS, LLC

By: _____

A handwritten signature in black ink, appearing to be "J. Smith", written over a horizontal line.

Dated this 28th day of October 2015.


BRYCE W. CRANE


DRUE SMITH

REDWOOD FARMLAND HOLDINGS, LLC

By: _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 11th day of November, 2015, the above and foregoing document was served in the following manner:

Paul C. Budge

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

- ☒ U.S. Mail/Postage Prepaid
- ☐ Facsimile
- ☐ Overnight Mail
- ☐ Hand Delivery
- ☐ E-mail

Bryce Crane
Drue Smith
244 Smith Center Rd
Montpelier, Idaho 83254

- ☒ U.S. Mail/Postage Prepaid
- ☐ Facsimile
- ☐ Overnight Mail
- ☐ Hand Delivery
- ☒ E-mail

Peter Volk
Volk Law PLLC
P.O. Box 9264
Moscow, Idaho 83843

- ☒ U.S. Mail/Postage Prepaid
- ☐ Facsimile
- ☐ Overnight Mail
- ☐ Hand Delivery
- ☒ E-mail

Quinn Jensen
29131 US Hwy 30
Montpelier, Idaho 83254
jrdjensen@yahoo.com

- ☒ U.S. Mail/Postage Prepaid
- ☐ Facsimile
- ☐ Overnight Mail
- ☐ Hand Delivery
- ☒ E-mail

Randall C. Budge (ISB# 1949)
Racine Olson Nye Budge
& Bailey, chartered
201 E. Center St. / P.O. Box 1391
Pocatello, Idaho 83204
(208) 232-6101 – phone
(208) 232-6109 – fax
rcb@racinelaw.net

Attorney for Applicant

RECEIVED
NOV 13 2015
Department of Water Resources
Eastern Region

IDAHO DEPARTMENT OF WATER RESOURCES

**IN THE MATTER OF APPLICATION
FOR TRANSFER NO. 80077
IN THE NAME OF BRYCE W. CRANE**

**STIPULATED SETTLEMENT
AGREEMENT**

Comes now Applicant Bryce W. Crane (“Applicant”) and Protestant Quinn Jenson (“Protestant”) and in full compromise and settlement of all matters presented by Applicant’s pending Transfer No. 80077 and Protestants’ protests pertaining thereto, do hereby stipulate and agree as follows:

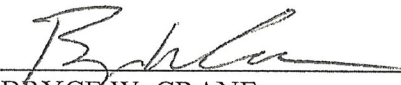
1. Applicant Application for Transfer Nos. 80077 shall be approved by order of the Department without further notice or hearing.
2. Protestant’s Protest dated June 9th, 2015 is withdrawn.
3. Neither Applicant nor Protestant has reason to believe that the approval of Transfer No. 80077 will cause any material injury to Protestant’s groundwater license no. 11-7284 and statutory claim nos. 11-4216, 11-4219 and 11-4220 (“Protestant’s Water Rights”). However, to provide further assurance in consideration for the withdrawal of Protestant’s protest Applicant agree to mitigate for any material injury to Protestant’s Water Rights resulting from the approval of Applicant’s transfer. Accordingly, if after Applicant Bryce W. Crane begins pumping his well under transferred water right no. 11-7047, Quinn Jenson believes the water supply available to Protestant’s Water Rights is being reduced and insufficient to meet his irrigation requirements, pump testing and/or additional technical analysis will be performed to determine if the Bryce W. Crane well is causing material injury to the Protestant’s Water Rights and to quantify the nature and extent of such injury and Bryce W. Crane agrees to provide mitigation to eliminate such

injury. Mitigation may consist of reduction in the quantity of water pumped under the Bryce W. Crane water right, direct delivery of water to Quinn Jenson or monetary compensation as the parties may agree.

4. Except as specified herein, this Stipulated Settlement Agreement does not limit or otherwise affect any water rights of the parties.

5. This Settlement Agreement is a compromise of disputed claims made in good faith to maintain good working and neighborly relationships and is not to be construed as an admission of any fault or liability by any party.

Dated this 28th day of October 2015.


BRYCE W. CRANE


QUINN JENSON

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 14th day of November, 2015, the above and foregoing document was served in the following manner:

Rudolf C. Budge

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

- ☒ U.S. Mail/Postage Prepaid
- ☐ Facsimile
- ☐ Overnight Mail
- ☐ Hand Delivery
- ☐ E-mail

Bryce Crane
244 Smith Center Rd
Montpelier, Idaho 83254

- ☒ U.S. Mail/Postage Prepaid
- ☐ Facsimile
- ☐ Overnight Mail
- ☐ Hand Delivery
- ☒ E-mail

Peter Volk
Volk Law PLLC
P.O. Box 9264
Moscow, Idaho 83843

- ☒ U.S. Mail/Postage Prepaid
- ☐ Facsimile
- ☐ Overnight Mail
- ☐ Hand Delivery
- ☒ E-mail

Quinn Jenson
29131 US Hwy 30
Montpelier, Idaho 83254
jrdJenson@yahoo.com

- ☒ U.S. Mail/Postage Prepaid
- ☐ Facsimile
- ☐ Overnight Mail
- ☐ Hand Delivery
- ☒ E-mail