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RECEIVED

AUG 26 2015

WATER RESOURCES
WESTERN REGION

Attorneys for Applicant

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION	)	
FOR PERMIT NO. 57-11840 IN THE	)	
NAME OF ROHL HIPWELL	)	SETTLEMENT AGREEMENT AND
	)	CONTINGENT WITHDRAWAL OF
	)	PROTEST
	)	

COMES NOW the Applicant Rohl Hipwell ("Hipwell"), together with the Protestant Reva Tobias ("Tobias"), and agree to the following to finally settle this matter:

1. Hipwell agrees to construct a well, at his own cost, on the Tobias property per approximately the standards set forth in the bid from Hiddleston Drilling and Pump Co. attached hereto as Exhibit A. While the parties understand Exhibit A is an estimate, Hipwell acknowledges and agrees that he shall pay for the full costs for and associated with the successful construction of this well as defined in paragraph 4 hereinbelow.
2. The well shall be constructed upon the Tobias property at a location agreed upon by the driller, Tobias and Hipwell as that most likely to result in a successful domestic well.
3. Upon completion of construction, the well shall immediately be in the ownership of Tobias.
4. Tobias agrees that her protest to the above captioned matter shall be deemed withdrawn contingent upon the completion of a well upon her property by Hipwell that will produce .02 cfs (1 miner's inch) of domestic water.

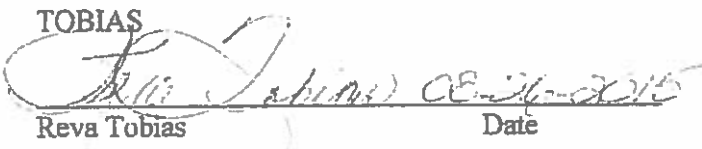
5. The parties jointly request that IDWR continue this matter for a period of 4 months to allow Hipwell to contract with a driller for construction of a well upon Tobias' property.
6. Upon successful completion of the well upon Tobias' property per the provisions hereinabove, the parties will jointly notify IDWR of the same by submission of an executed Notice of Successful Completion of Well attached hereto as Exhibit B. Tobias' protest in the above-referenced matter shall be deemed withdrawn as of the date of receipt of such notice.
7. Tobias specifically reserves her rights to protest any and all future IDWR applications about which she has standing to do so.

HIPWELL

Rohl Hipwell

Date

TOBIAS



Reva Tobias

Date

5. The parties jointly request that IDWR continue this matter for a period of 4 months to allow Hipwell to contract with a driller for construction of a well upon Tobias' property.
6. Upon successful completion of the well upon Tobias' property per the provisions hereinabove, the parties will jointly notify IDWR of the same by submission of an executed Notice of Successful Completion of Well attached hereto as Exhibit B. Tobias' protest in the above-referenced matter shall be deemed withdrawn as of the date of receipt of such notice.
7. Tobias specifically reserves her rights to protest any and all future IDWR applications about which she has standing to do so.

HIPWELL

Rohl Hipwell
Rohl Hipwell

8-25-15
Date

TOBIAS

Reva Tobias

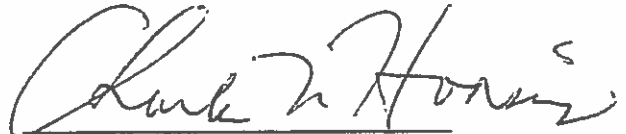
Date

CERTIFICATE OF SERVICE

The undersigned does hereby certify that on the 26th day of August, 2015,
he caused a true and correct copy of the within and foregoing document to be transmitted by U.S.
mail to the following

Reva Tobias
17813 Oreana Loop Road
Oreana, ID 83650

Rohl Hipwell
18125 Oreana Loop Road
Oreana, ID 83650

A handwritten signature in cursive script, appearing to read "Charles L. Honsinger", written over a horizontal line.

Charles L. Honsinger

Exhibit A

Mountain Home Office
1240 N W Beaman St
Mountain Home, ID 83647
208-587-9055
fax 208-587-9816



DRILLING & PUMP CO.

www.hiddlestondrilling.com

Boise Office
5932 W Victory
Boise, ID 83709
208-362-2900
fax 208-362-9723

ESTIMATE

Date: June 30, 2015

Reva Tobias
17813 Oreana Loop
Oreana, Idaho

Phone: 960-2622

Email: rtobias@chargingeagle.com

RE: 1-6" x 375' Domestic well at 17813 Oreana Loop, Oreana, Idaho

DRILLING

QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENDED
1	Each	Well Drilling Permit	\$90.00	\$90.00
1	Each	State of Idaho required Surface Seal	\$500.00	\$500.00
38	Feet	10" Diameter Borehole	\$40.00	\$1,520.00
337	Feet	6" Diameter Borehole	\$18.00	\$6,066.00
100	Feet	6" Casing	\$16.50	\$1,650.00
1	Each	6" Drive Shoe	\$105.90	\$105.90
365	Feet	4.5" PVC Liner (if required)	\$10.00	\$3,650.00

Drill Subtotal

\$13,581.90

PUMP SET AT 210 FEET

QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENDED
1	L.S.	2 HP 20 GPM Pump System	\$5,819.92	\$5,819.92

Drilling & Variable Freq Pump Total **\$19,401.82**

PUMP TOTAL INCLUDES PUMP, MOTOR, CONTROLLER, DROP PIPE, SUBWIRE, PITLESS, CHECK VALVE, ASSY TEE, PRESSURE TANK, WELL SEAL, HYDRANT, BASIC ELECTRICAL PARTS, BASIC PLUMBING PARTS, 100 FEET OF UNDERGROUND PIPE AND WIRE, PERMITS, TAXES AND FREIGHT. ANY UNFORSEEN WIRING OR PLUMBING IS EXTRA.

* Trenching is \$130.00 per hour if required.

** Drilling prices are based on current fuel prices. We reserve the right to charge a reasonable fuel surcharge to cover fuel price increases.**

Thank you for the opportunity to bid this project

Gary Oyler
Hiddleston Drilling and Pump Co.

Accepted By _____ Date: _____

Estimate good for 30 days

7/1/2015

Exhibit B

CHARLES L. HONSINGER (ISB #5240)
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BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION	)	
FOR PERMIT NO. 57-11840 IN THE	)	
NAME OF ROHL HIPWELL	)	NOTICE OF SUCCESSFUL
	)	COMPLETION OF WELL
	)	

COMES NOW the Applicant Rohl Hipwell ("Hipwell"), together with the Protestant Reva Tobias ("Tobias"), and hereby notify the Idaho Department of Water Resources ("IDWR") of the successful completion of the well contemplated in the Settlement Agreement and Contingent Withdrawal of Protest on file herein. Accordingly, the parties notify IDWR that Tobias' protest is hereby deemed WITHDRAWN from this matter.

HIPWELL

Rohl Hipwell

Date

TOBIAS

Reva Tobias

Date

CERTIFICATE OF SERVICE

The undersigned does hereby certify that on the ____ day of _____, 201__,
he caused a true and correct copy of the within and foregoing document to be transmitted by U.S.
mail to the following

Reva Tobias
17813 Oreana Loop Road
Oreana, ID 83650

Rohl Hipwell
18125 Oreana Loop Road
Oreana, ID 83650

Charles L. Honsinger