After recording return to:
Keith C. Wilson
ROCKY MOUNTAIN ENVIRONMENTAL ASSOCIATES, INC.
482 Constitution Way, Suite 303
Idaho Falls, Idaho 83402
Telephone: (208) 524-2353
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Instrument # 214663
TETON COUNTY, IDAHO
12-8-2010 02:16:00 No. of Pages: 5
Recorded for : ROCKY MOUNTAIN ENVIRONMENTAL ASS
MARY LOU HANSEN Fee: 22.00
Ex-Officio Recorder Deputy
Index to STIPULATION

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR
TRANSFER NO. 74354 IN THE NAME
OF THE ORIGINAL OWNERS
LEIGH MEADOWS DEVELOPMENT, LLC.
NOW IN THE NAME OF THE NEW OWNERS:
LEIGH MEADOWS PROPERTY OWNERS ASSOCIATION, INC.

STIPULATION FOR WITHDRAWAL OF PROTEST

THIS STIPULATION FOR WITHDRAWAL OF PROTEST (the "Stipulation") is made and entered into as of the 24 th day of November, 2010, by and between Leigh Meadows Property Owners Association, Inc. (hereinafter, "Leigh Meadows") (former owner Leigh Meadows Development, LLC, an Idaho limited liability company), and Fremont-Madison Irrigation District (hereinafter, "Fremont-Madison").

RECITALS:

A. Leigh Meadows is the applicant for Application for Transfer No. 74354 ("Transfer") filed with the Idaho Department of Water Resources ("IDWR"), an application to develop seven small ponds (the "Ponds") as part of the Subdivision.

B. The Transfer seeks to provide a water right for the filling, storage, and evaporation of water in the Ponds. The Ponds will be used for recreational-aesthetic and fire protection storage from January 1 to December 31 each year. Water to fill the Ponds is made available under decreed water right No. 22-0480B (the "right"). Prior to the development of the subdivision and filing of the transfer, the decreed water right irrigated some 64.8 acres appurtenant to land on which the subdivision is being developed. The amount of water being transferred to storage from the decrees right is 0.42 cfs or 41.4 acre feet annually.

C. The water made available under the right originates as a decreed surface water right form North Leigh Creek under the original owners name of Leigh Meadows Development, LLC., now under the name of Leigh Meadows Property Owners Association, Inc. The decreed right is a primary irrigation right.

D. A "Quitclaim Deed" has been provided by Leigh Meadows Property Owners Association, Inc. to change the ownership for all of decreed water right 22-480B, into the name of the association.

E. Fremont Madison filed its protest to the Transfer on March 17, 2008 claiming that approval of the Application will impact and/or injure its water rights and its electors.

F. Transfer No. 74354 was filed based on the Ponds having a total surface area of 7.2 acres and a total storage volume of 28.8 acre-feet.

G. After discussions between the parties to resolve the protest, Leigh Meadows and Fremont-Madison agree as set forth below.

AGREEMENTS:

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **DIVERSION PERIOD**: Leigh Meadows agrees that it will divert water from the Ricks Canal to the Subdivision **for the purpose of irrigation and for Recreational, Aesthetic, and Fire Protection Storage** only during the periods during the irrigation season when normal agricultural irrigation diversions from the Ricks Canal are occurring in the immediate area. No water originating from North Leigh Creek or the Ricks Canal will be used to fill or maintain the ponds outside of the irrigation season under this agreement.

2. **DIVERSION AND STORAGE LIMITATION**. Leigh Meadows will limit diversion of Leigh Creek water to the Ponds based on the calculations that limit the diversion to storage to 0.42 cfs and limit the total volume for storage to 28.8 afa for the Ponds. This is also with the understanding that, normally, only evaporative loss (12.6 ac-ft) will be needed for the Ponds, and only in the unlikely event that the ponds need to be refilled due to maintenance, the maximum annual diversion volume would be limited to the 41.4 afa. The project as proposed will reduce the consumptive use volume for the Ponds to 12.6 afa. Leigh Meadows also stipulates that all of the Ponds will be lined.

3. **RECORDING**. Leigh Meadows will record this fully executed Agreement in the office of the Teton County Clerk, Auditor and Recorder and send a copy with the recording information endorsed thereon to Rocky Mountain Environmental Associates Inc., IDWR and Fremont-Madison.

4. **WITHDRAWAL OF PROTEST**. With the execution of this document, Fremont-Madison hereby withdraws its protest to the Transfer conditioned upon IDWR's reference to this Settlement Agreement in the approval of the Transfer.

5. **BINDING EFFECT**. This Agreement shall be binding on the parties and their respective heirs, legal representatives, agents, successors in interest and assigns and shall inure to the benefit of such persons.

6. **COOPERATION**. Each party agrees to cooperate with the other in preparing and filing the necessary documents, or taking other actions, to properly achieve the purposes of this Settlement Agreement.

LEIGH MEADOWS PROPERTY OWNERS ASSOCIATION, INC.

By: _____

Its: Secretary

Attest: _____

STATE OF Idaho)

)ss.

County of Bonneville)

On this 5th day of November 2010, before me a notary public in and for said State, personally appeared Mark Rockefeller known or identified to me to be the Secretary of the Leigh Meadows Property Owners Association Inc. that executed the instrument or the person who executed the instrument on behalf of said association and acknowledged to me that such association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal) LINDA JOHNSON STATE OF IDAHO NOTARY — • — PUBLIC

_____

Notary Public for Idaho

Residing at: Idaho Falls, Idaho

My commission expires: 5/28/2015

214663

FREMONT-MADISON IRRIGATION DISTRICT

By: Dale L. Swenson

Its: Executive Director

Attest: _____

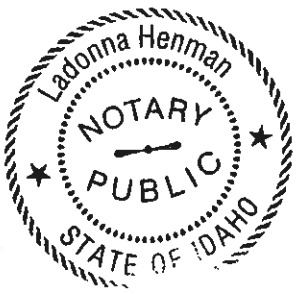
STATE OF IDAHO)

)ss.

County of)

On this 24 day of Nov, 2010, before me a notary public in and for said State, personally appeared Dale L. Swenson known or identified to me to be the Executive Director _____ of the Fremont-Madison Irrigation District that executed the instrument or the person who executed the instrument on behalf of said irrigation district and acknowledged to me that such irrigation district executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal) 

Ladonna Henman

Notary Public for Idaho

Residing at: Rigby ID

My commission expires: 6-1-2011

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