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Instrument # 211182
TETON COUNTY, IDAHO
5-13-2010 10:06:00 No. of Pages: 4
Recorded for : ANDY RICHARDSON
MARY LOU HANSEN Fee: 12.00
Ex-Officio Recorder Deputy
Index to: MISCELLANEOUS RECORDING

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BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR
TRANSFER NO. 74679 IN THE NAME
OF RICHARDSON FAMILY PROPERTIES,
LLC.

**STIPULATION FOR
WITHDRAWAL OF PROTEST**

THIS STIPULATION FOR WITHDRAWAL OF PROTEST (the "Stipulation") is made and entered into as of the 29 day of July, 2009, by and between Richardson Family Properties, LLC., an Idaho limited liability company (hereinafter, "Richardson"), and Fremont-Madison Irrigation District (hereinafter, "Fremont-Madison").

RECITALS:

- A. Richardson is the applicant for Application for Transfer No. 74679 ("Transfer") filed with the Idaho Department of Water Resources ("IDWR"), an application to develop two ponds (the "Ponds") on the subject property.
- 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 fire protection and recreation storage from January 1 to December 31 each year and for. They will be used for irrigation storage from April 15 to October 31 each year. Water to fill the Ponds is made available under Idaho water right No. 22-13586 (the "right"). Prior to the development of the Ponds and filing of the Transfer, the decreed water right irrigated some 31 acres of land. The amount of water being transferred to storage from the right is 0.34 cfs or 15.3 acre feet annually. This will allow

Richardson to fill and maintain the Ponds, as well as irrigate the remaining acres from the Ponds. However, 0.26 cfs that bypass the Ponds is also set aside for irrigation, which will enable Richardson to irrigate the remaining acres directly from the source. Total diversion under both uses does not exceed 0.34 cfs.

- C. To ensure no expansion on the Right occurs, 7.0 acres are taken out of irrigation, which makes available 15.3 AFA that are used in the Ponds. The remaining acres available for irrigation are 24 acres.
- D. The water right has been favorably recommended in the Snake River Basin Adjudication (SRBA) and continues to be made available for the irrigation of the property.
- E. After discussions between the parties, Richardson and Fremont-Madison agree as set forth below.

AGREEMENTS:

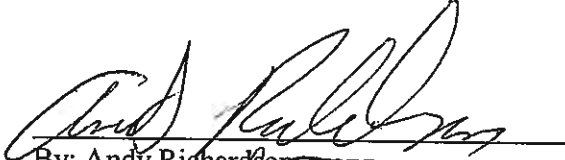
THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **DIVERSION PERIOD:** Richardson agrees that it will divert water from Paradise Springs to the subject property **for the purpose of filling and storing water in the ponds and continued irrigation** only during the periods during the irrigation season when normal agricultural irrigation diversions from Paradise Springs are occurring in the immediate area.
2. **DIVERSION LIMITATION.** Richardson will limit diversion to the ponds to 0.34 cfs, with 0.26 cfs alternately available for irrigation of the remaining 24 acres. Combined, no more than 0.34 cfs will be diverted under both uses. Combined, the Ponds surface area size and volume is approximately 1.7 acres and 15.3 acre feet, respectively.
3. **RECORDING.** Richardson 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 IDWR and FMID.
4. **WITHDRAWAL OF PROTEST.** With the execution of this document, FMID 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.

RICHARDSON FAMILY PROPERTIES LLC.

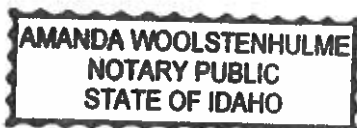

By: Andy Richardson
Its: President

STATE OF IDAHO)
)ss.
County of Teton)

On this 13 day of ^{May 2010}~~June, 2009~~, before me a notary public in and for said State, personally appeared Andy Richardson known or identified to me (or proved to me on the oath of _____) to be the President of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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)




Notary Public for Idaho
Residing at: Teton County, Idaho
My commission expires: 8-31-2015

FREMONT-MADISON IRRIGATION DISTRICT

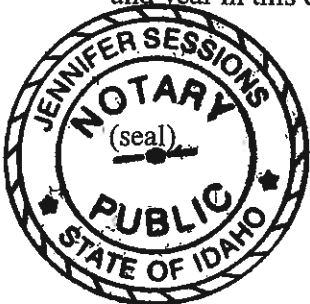
Dale L. Swensen
By: Dale L. Swensen
Its: Executive Director

Attest: _____

STATE OF IDAHO)
)ss.
County of Fremont)

On this 2nd day of June, 2009, before me a notary public in and for said State, personally appeared Dale Swensen known or identified to me (or proved to me on the oath of _____) to be the Executive Director of the 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.



Jennifer Sessions
Notary Public for Idaho
Residing at: St. Anthony, ID
My commission expires: 8-4-11

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