

Robert L. Harris, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.
1000 Riverwalk Dr., Ste. 200
P.O. Box 50130
Idaho Falls, Idaho 83405
Telephone: (208) 523-0620
Facsimile: (208) 523-9518
Idaho State Bar Number 7018

RECEIVED
JUL 30 2008
Department of Water Resources
Eastern Region

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR
TRANSFER NO. 73946 IN THE NAME
OF CRYSTAL SPRINGS LAND & CATTLE
CO, INC.

STIPULATION FOR
WITHDRAWAL OF PROTEST

I. RECITALS

1. On November 7, 2007, Crystal Springs Land & Cattle Co., Inc. ("Crystal Springs") submitted an application for transfer to change the nature of use of a portion of Water Right No. 22-164 to allow for the construction of ponds and other wildlife features on its property.
2. The Crystal Springs application was advertised pursuant to Idaho law in the Teton Valley News on May 22nd and 29th, 2008. On June 9th, Leon Weston ("Weston"), a neighboring property owner who owns the NE1/4NW1/4 and NW1/4NE1/4 of Section 3, Township 4N, Range 45E (the "Weston Property"), filed a protest to the application. After consultation between the parties, the parties determined that the primary concern Weston has with the application is the timing of when the ponds would be filled.
3. The parties have discussed the matter, and agree to resolve Weston's protest as follows.

II. AGREEMENTS

1. **Filling of the Ponds:** Crystal Springs hereby agrees that it will fill its ponds previous to June 1st of each year. In the event that the ponds are not filled by June 1st, Crystal Springs shall contact Weston and coordinate with him as to when filling of the ponds may continue. The filling of the ponds after June 1st must be done in such a manner that it does not injure Weston, who utilizes 65 acres of his property for irrigation purposes. Both parties agree that they will make good faith efforts to work with one another in the coordination process.
2. **Binding Effect.** This stipulation shall be binding upon both parties and their successors and assigns, unless and until the 65 irrigated acres on the Weston Property or any portion thereof ceases to be used for agricultural purposes after the date of execution of this stipulation.
3. **IDWR Enforcement and Regulation.** Nothing in this stipulation shall alter or inhibit any parties' rights to request administration or assistance from the Idaho Department of Water Resources ("IDWR") pursuant to Idaho law and IDWR regulations.
4. **Withdrawal of Protest.** Upon execution of this stipulation, Weston hereby withdraws his protest to the Crystal Springs application, and IDWR shall thereafter continue the processing of the Crystal Springs application.

DATED this 16 day of July, 2008.

Crystal Springs Land and Cattle Co, Inc.

By: _____

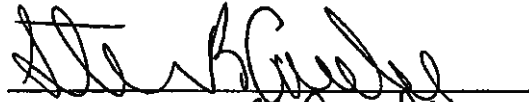
Its: _____



Leon Weston

G:\WPDATA\RLH\13812 Crystal Springs\Stipulation.wpd

Crystal Springs Land and Cattle Co, Inc.


By: Steven R. Condie
Its: President

Leon Weston

G:\WPDATA\RLH\13812 Crystal Springs\Stipulation.wpd