

Cefalo, James

From: Hyrum Erickson <herickson@rex-law.com>
Sent: Wednesday, March 20, 2024 11:45 AM
To: Rob Harris; Cefalo, James
Cc: Jason Ferguson; ferganne@gmail.com; Bryce
Subject: RE: Wording of stipulation

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Rob,

We are comfortable with the version that was submitted.

I understand that the parties would have a continuing obligation of good faith and fair dealing, which would include an obligation to take other steps necessary to effectuate the agreement.

Hyrum

From: Rob Harris <rharris@holdenlegal.com>
Sent: Wednesday, March 20, 2024 9:54 AM
To: Bryce <contorwater@gmail.com>; Cefalo, James (James.Cefalo@idwr.idaho.gov) <James.Cefalo@idwr.idaho.gov>
Cc: Jason Ferguson <jferguson4960@gmail.com>; Hyrum Erickson <herickson@rex-law.com>; ferganne@gmail.com
Subject: RE: Wording of stipulation

All:

Today IDWR received the attached signed Stipulation for Settlement of Protest. In reviewing the document, it appears that the stipulation was from a prior version of the stipulation. In response to an email from Bryce below, I added additional language in paragraph 1 of the stipulation, but it relates to the consent that Water District 1 will likely need from the Fergusons to assign its storage allocation to the new pump station on the Butler Island Canal.

However, it appears that the signature page from the Fergusons was attached to the prior version of the stipulation.

I am fine with the prior version of the stipulation, but want to make sure everyone else is good with this. Please let me and everyone else on this email, including James Cefalo from the Department, if you are not OK with this stipulation. Otherwise, without objection within the next 24 hours, the Department can move forward processing the transfer approval.

If WD01 needs anything in the future, Craig-Mattson can provide a document with the necessary language, or whatever other consent is needed, the signed stipulation provides.

Thanks,



Robert L. Harris
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From: Bryce <contorwater@gmail.com>
Sent: Wednesday, March 6, 2024 7:52 AM
To: Rob Harris <rharris@holdenlegal.com>
Cc: Jason Ferguson <jferguson4960@gmail.com>; Hyrum Erickson <herickson@rex-law.com>
Subject: Re: Wording of stipulation

Thank you, Rob.

Bryce

Bryce A. Contor
Principal Hydrologist
Contractor for Rocky Mountain Environmental Associates, Inc.
208-681-9100

On Tue, Mar 5, 2024 at 5:43 PM Rob Harris <rharris@holdenlegal.com> wrote:

Bryce:

Attached is an updated stipulation, now that closing on the property has happened. As a logistical matter, you will need to have CJC execute, and then have filed, an assignment of the transfer application. Accordingly, I have set up the attached stipulation for the Ferguson's signature based on the deed you emailed to me.

Also, I visited with Kristin, and the percentage was not the critical thing for WD01, but identification of the number of shares assigned to the new diversion. I have included consent language for this from the Canal Company so we don't have to execute a second document, and I believe this will work for WD01's purposes (it has worked in the past). This

will allow them to set up their accounting to account for the 50 AF of storage water (assuming a full allocation) assigned to the BICC heading.

Let me know if you believe any other changes need to be made. I also see that Hyrum was included in the email for the first time on our email chains, and also invite review of any suggested changes to the stipulation he may have.

Thanks,



Robert L. Harris

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