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Jun 04, 2025

DEPARTMENT OF
WATER RESOURCES

BEFORE THE IDAHO DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATION
FOR TRANSFER 89297 IN THE NAME
OF PANCHERI, INC.

**STIPULATION FOR
WITHDRAWAL OF PROTEST**

THIS STIPULATION FOR WITHDRAWAL OF PROTEST (this "Stipulation") is made and entered into to be effective as of the latest signature date set forth below, by and between the following parties:

1. **Pancheri, Inc.** ("Pancheri"); and
2. **Roy Sermon, Hawley Land and Livestock, and Woodie Land & Livestock,** (collectively the "Protestants").

Pancheri and the Protestants may hereinafter collectively be referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

- A. Application for Transfer No. 89297 ("89297") was filed on August 28, 2024, by Pancheri with the Idaho Department of Water Resources ("IDWR" or "Department") which seeks to add a point of diversion on the Little Lost River to 18 water rights.
- B. 89297 was protested on various grounds by the Protestants.
- C. In lieu of participating in an administrative hearing for 89297, as provided for under Idaho law, the Parties hereby agree as set forth below, pursuant to IDAPA 37.01.01.612, the result of which is withdrawal of the Protestants' protests and issuance of an approval for 89297.

AGREEMENTS:

1. **Withdrawal of Protest.** Subject to the provisions of this Stipulation, the Protestants hereby withdraw their protests to 89297.
2. **Condition To Be Included In Final Order Approving 89297.** In addition to any other standard conditions included by IDWR, IDWR shall include the following condition in the final order approving 89297:

Diversion and use of water under this right from the additional point of diversion authorized under Transfer 89297, located in SWNE, Sec. 11, T06N, R38E, shall be subordinate to all surface water rights with a source described as the Little Lost River prior to January 15, 1908. The water rights included in Transfer 89297 retain their respective priority dates relative to all other actions to distribute water.

3. **Reservation of Rights.** The Parties agree and acknowledge that this Stipulation only resolves the protest to 89297 and that the Protestants reserves all rights to protest on the same or similar bases other applications for permit, transfers, and other proceedings that may be initiated by Pancheri. The Parties shall not use this Stipulation in any other administrative or judicial proceedings for any purpose, other than an action to enforce its terms as provided in paragraph 7 below.
4. **Reliance Upon Statements/Integration and Merger.** The Parties hereto specifically acknowledge that they were represented by counsel in this matter and agree that other than as is set forth herein, they have executed this Stipulation without relying upon any statements or representations written or oral, as to any statement of law or fact made by any other party or attorney. The Parties to this Stipulation have read and understand the Stipulation and warrant and represent that this Stipulation is executed voluntarily and without duress or undue influence on the part of or on behalf of any party. This Stipulation represents the sole entire and integrated Stipulation by and between the Parties hereto and supersedes any and all prior understandings or agreements whether written or oral except as specifically provided herein.
5. **Successors and Assigns.** This Stipulation shall be binding upon and shall inure to the benefit of each Parties' officers, directors, shareholders, heirs, successors and assigns, and shall be specifically enforceable.
6. **Waiver and Modification.** No provision of this Stipulation may be waived, modified, or amended except by written agreement executed by all the Parties hereto.
7. **Enforcement and Interpretation.** This Stipulation is a valid and binding obligation of the Parties, and their successors or assigns. It shall be admissible and enforceable according to its terms, and venue in any subsequent action shall rest within the State of Idaho. This Stipulation is subject to interpretation in accordance with the laws of the State of Idaho.
8. **Counterparts.** This Stipulation may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument.
9. **Attorneys Fees.** Each party shall bear their own attorney fees, costs, and expenses associated with 89297. In any suit, action or appeal therefrom, to enforce this Stipulation or any term or provision hereof, or to interpret this Stipulation, the prevailing Party shall

be entitled to recover all its costs reasonably incurred therein (and on appeal), including reasonable attorneys' fees.

Pancheri, Inc.

Date: May 12, 2025

Rory Pancheri
By: Rory Pancheri, Treasurer

Date: _____

Roy Sermon

Hawley Land & Livestock

Date: _____

By: Jeff Hawley, Owner

Woodie Land & Livestock, Inc.

Date: _____

By: Travis McAfee, Vice President

be entitled to recover all its costs reasonably incurred therein (and on appeal), including reasonable attorneys' fees.

Pancheri, Inc.

Date: _____

By: Rory Pancheri, Treasurer

Date: 6-4-25

Rory Pancheri
Roy Pancheri

Hawley Land & Livestock

Date: _____

By: Jeff Hawley, Owner

Woodie Land & Livestock, Inc.

Date: 5/27/25

Travis McAfee
By: Travis McAfee, Vice President

be entitled to recover all its costs reasonably incurred therein (and on appeal), including reasonable attorneys' fees.

Pancheri, Inc.

Date: _____

By: Rory Pancheri, Treasurer

Date: _____

Roy Sermon

Hawley Land & Livestock

Date: 6-6-2025



By: Jeff Hawley, Owner

Woodie Land & Livestock, Inc.

Date: _____

By: Travis McAfee, Vice President

CERTIFICATE OF SERVICE

June

I hereby certify that on this 4th day of May, 2025, I served a true and correct copy of the following described pleading or document on the attorneys and/or individuals listed below by the method(s) indicated.

DOCUMENT SERVED: STIPULATION FOR WITHDRAWAL OF PROTESTS

ATTORNEYS AND/OR INDIVIDUALS SERVED:

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Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.