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DEPT. OF WATER RESOURCES
EASTERN REGION

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

IN THE MATTER OF APPLICATION
FOR TRANSFER 88668 IN THE NAME
OF CJC FARM LLLP

STIPULATION FOR
SETTLEMENT OF PROTEST

THIS STIPULATION FOR SETTLEMENT OF PROTEST ("Stipulation") is entered to be effective as of the last signature date set forth below (the "Effective Date"), pursuant to IDAPA 37.01.01.612, by and between:

1. **CJC Farm LLLP** (the "Applicant"); and
2. **Craig-Mattson Canal Company** ("CMCC").

The Applicant and CMCC may be referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS:

- A. The Applicant submitted an application for water right transfer with the Idaho Department of Water Resources ("IDWR" or "Department") identified as Transfer Application 88668 ("Transfer").
- B. The Transfer seeks to only amend the point of diversion for Water Right No. 1-50C ("1-50C"), which bears a priority date of June 1, 1887, and authorizes the diversion of 1.2 cfs for the irrigation of 37 acres.
- C. The Transfer proposes to move 1-50C out of the CMCC system and deliver it through the Butler Island Canal Company system ("BICC").
- D. The Transfer was protested on various grounds by CMCC.
- E. The Parties desire to settle CMCC's protests of the Transfer on the terms and conditions set forth below.

AGREEMENTS:

In consideration of the terms and conditions set forth below, and with the definitions set forth above incorporated herein by reference, the parties agree as follows:

1. **Split of Storage Water Shares.** The Applicant shall convey 100 of the 150 CMCC storage water shares to CMCC, by endorsing the necessary share certificate and surrendering it to CMCC for processing, to be used by the remaining members of the CMCC to further offset conveyance losses associated with the Transfer, which moves water out of the CMCC system. As to the remaining 50 storage water shares retained by the Applicant, CMCC shall agree to support and submit any necessary authorization information or authorization documentation to Water District 01, the United States Bureau of Reclamation, or other necessary entities to assign delivery of water allocated to the 50 storage water shares to the Applicant's desired delivery location.
2. **Payment to CMCC.** Within fourteen (14) days of the Effective Date, Applicant shall pay CMCC the sum of One Thousand Five Hundred Dollars (\$1,500) in cash to mitigate impacts for loss of assessment revenue to CMCC resulting from the Transfer.
3. **IDWR Conditions.** IDWR may include conditions in the Transfer approval, provided they do not conflict with this Agreement.
4. **Reservation of Rights.** This Stipulation resolves only CMCC's protests to the Transfer. CMCC reserves all rights to protest on the same or similar bases other applications for permit, transfers, and other proceedings that have been initiated or may be initiated by the Applicant or other water users. 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 9 below.
5. **Reliance Upon Statements/Integration and Merger.** The Parties hereto specifically acknowledge 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.
6. **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.
7. **Waiver and Modification.** No provision of this Stipulation may be waived, modified, or

amended except by written agreement executed by all the Parties hereto.

8. **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.
9. **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.
10. **Attorneys Fees.** Each party shall bear their own attorney fees, costs, and expenses associated with the Applications. 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.

CRAIG-MATTSON CANAL COMPANY

Date:

3/12/24


By: Kym Ferguson, President

Date:

3/20/24


Jason Ferguson

Date:

3/20/24


Lisa Ferguson

Date:

3/20/24


Micheal Ferguson

Date:

3/20/24


Connie Ferguson



IDAHO DEPARTMENT OF
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Governor Brad Little

Director Mathew Weaver

March 25, 2024

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RE: Application for Transfer 88668

Dear Parties,

The Department of Water Resources has received and acknowledges the withdrawal of protests against the above referenced application. Withdrawals have been received from the following protestants:

- Mattson Craig Canal Company

The application does not have any remaining protests; therefore, the department will take the steps necessary to bring the application to a final resolution.

Please contact this office if you have any questions regarding this procedure. Information about water rights and other matters administered by this agency is also available online at www.idwr.idaho.gov.

Sincerely,

Christina Henman
Administrative Assistant