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Counsel for Frank Powell

BEFORE THE DEPARTMENT OF WATER RESOURCES OF

THE STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR TRANSFER NO. 89440 IN THE NAME OF FRANK POWELL	STIPULATION FOR WITHDRAWAL OF PROTEST

Applicant Frank Powell ("Powell") and Protestants Jeffrey and Linda Bass ("Bass"), (collectively, the "Parties"), pursuant to IDAPA 37.01.01.203, .556, and .612, hereby stipulate to the resolution of the protests filed by Protestants against Transfer Application No. 89440, according to the terms and conditions set forth below.

RECITALS

A. Powell owns two irrigation water rights: Right Nos. 65-24075 and 65-24076. Each right is diverted from Warm Springs Creek, at a rate of 0.02 cubic feet per second ("cfs"), for irrigation of 2.4 acres ("Powell Water Rights").

B. On October 18, 2024, Powell submitted an application to the Idaho Department of Water Resources ("IDWR") to transfer portions of the Powell Water Rights from irrigation to aesthetic storage in order to maintain a pond at his real property, located at 22 Old Cougar Lane, in Garden Valley, Idaho (the "Application"). Powell amended the Application on March 10, 2025.

C. Powell's pond comprises approximately 0.33 surface acres with a maximum depth of 11 feet and an average depth of 4.4 feet, for a total capacity of 1.5 acre feet ("AF"). Evaporation and seepage from the pond is calculated to be 0.9 AF per year. Accordingly, 2.4 AF of aesthetic storage is required to fill and maintain the pond.

D. Powell's real property has historically been irrigated as low-management grassland pasture, with an annual consumptive use of 1.96 AF/acre. Powell's irrigable acreage must be reduced by 1.2 acres to account for the change in use from irrigation to aesthetic storage (2.4 AF of aesthetic storage ÷ 1.96 AF/acre of irrigated land = 1.2 acres).

E. In May 2025, Bass protested the Application, as amended.

F. The Parties desire to resolve Bass's protest on the terms and conditions set forth herein.

AGREEMENTS

1. *Withdrawal of Protest*. Subject to the provisions of this Stipulation, Bass hereby withdraws the protest to the Application.

2. *Application Approval.* The parties agree that IDWR's approval of the Application shall change the Powell Water Rights as follows:

WR#	Purpose of Use	cfs	Acres	AF/year
65-24075	irrigation	0.01	1.2	
	diversion to storage	0.01		
	aesthetic storage			2.4
65-24076	irrigation	0.01	1.2	
	diversion to storage	0.01		
	aesthetic storage			2.4

3. *General Terms*. 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. No provision of this Stipulation may be waived, modified, or amended except by written agreement executed by all the Parties hereto. This Stipulation is a valid and binding obligation of the Parties, and their successors or assigns.

4. *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.

5. *Attorneys Fees.* Each party shall bear their own attorney fees, costs, and expenses associated with the Application.

Frank Powell

11/6/25, 2025: _____

By: Frank Powell

Jeffrey and Linda Bass

11/01, 2025: _____

By: Jeffrey Bass

11/01, 2025: _____

By: Linda Bass