

Aug 27, 2025

DEPARTMENT OF
WATER RESOURCESBEFORE THE IDAHO DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF APPLICATIONS
FOR TRANSFER 89547 AND 89548 IN
THE NAME OF FARMLAND RESERVE
INC.

**STIPULATION FOR
WITHDRAWAL OF PROTESTS**

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. **Farmland Reserve Inc.** ("FRI"); and
2. **A&B Irrigation District, American Falls Reservoir District #2, Burley Irrigation District, Milner Irrigation District, Minidoka Irrigation District, North Side Canal Company, and Twin Falls Canal Company** (hereinafter, collectively the "Coalition").

FRI and the Coalition may hereinafter collectively be referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

- A. Application for Transfer Nos. 89547 and 89548 ("Transfers") were filed by FRI with the Idaho Department of Water Resources ("IDWR" or "Department"). The Transfers seek to change the point of diversion and place of use of several water rights that collectively total 146 acres.
- B. The Transfers were protested on various grounds by the Coalition.
- C. In lieu of participating in an administrative hearing for the Transfers, 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 Coalition's protests and issuance of an approval for 89297.

AGREEMENTS:

1. **Withdrawal of Protest.** Subject to the provisions of this Stipulation, the Coalition hereby withdraw their protests to Transfers.

2. **Reservation of Rights.** The Parties agree and acknowledge that this Stipulation only resolves the protests to the Transfers and that the Coalition reserves all rights to protest on the same or similar bases other applications for permit, transfers, and other proceedings that may be initiated by FRI on the same or similar bases. 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 6 below.
3. **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.
4. **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.
5. **Waiver and Modification.** No provision of this Stipulation may be waived, modified, or amended except by written agreement executed by all the Parties hereto.
6. **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.
7. **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.
8. **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.

FARMLAND RESERVE INC.

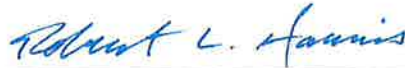
Date: August 27, 2025



By: Robert L. Harris, of the firm Holden, Kidwell,
Hahn & Crapo, P.L.L.C.
Attorneys for Farmland Reserve Inc.

A&B IRRIGATION DISTRICT, BURLEY
IRRIGATION DISTRICT, MILNER IRRIGATION
DISTRICT, NORTH SIDE CANAL COMPANY,
AND TWIN FALLS CANAL COMPANY

Date: August 27, 2025



for By: Travis Thompson, of the firm Parsons Behle
and Latimer
*Attorneys for A&B Irrigation District, Burley
Irrigation District, Twin Falls Canal Company,
North Side Canal Company, and Milner Irrigation
District*

AMERICAN FALLS RESERVOIR DISTRICT #2
AND MINIDOKA IRRIGATION DISTRICT

Date: August 27, 2025



for By: Norm Semanko, of the firm Parsons Behle and
Latimer
*American Falls Reservoir District #2, and Minidoka
Irrigation District*

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of August, 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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