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DEPARTMENT OF
WATER RESOURCES

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

IN THE MATTER OF PERMITS 61-12096
IN THE NAME OF BOWNS CREEK
PROPERTIES LLC, 63-32499 IN THE
NAME OF MAYFIELD TOWNSITE LLC,
AND 63-35473 IN THE NAME OF
MAYFIELD RANCH ESTATES, LLC

**MAYFIELD RANCH'S
RESPONSE BRIEF**

Mayfield Ranch Estates, LLC (“Mayfield Ranch”),¹ by and through its counsel of record, Givens Pursley LLP, and pursuant to the Hearing Officer’s May 12, 2026 *Request for Briefs* (“*Request*”) and Rule of Procedure 562 (IDAPA 37.01.01.562), files this brief responding to *Juniper Station Farm’s Opening Brief* (“*Juniper’s Opening Brief*”) filed on June 26, 2026 by Juniper Station Farm, LLC (“Juniper”).²

ARGUMENT

The first five and a half pages of *Juniper’s Opening Brief* exclusively contain factual allegations that are irrelevant to the pure legal questions posed in the *Request*, which the Hearing

¹ As of the date of this brief, the Department’s records correctly reflect Mayfield Ranch Estates, LLC, as the owner of water permit no. 63-35473.

² Bowns Creek Properties LLC also filed a brief on June 26, 2026. Mayfield Ranch is not responding to that brief because Mayfield Ranch largely agrees with its substance.

Officer should disregard.

For ease of comparison, the section headings in this response brief correspond, in order, to the questions presented in the *Request* and the section headings contained in *Juniper's Opening Brief* and *Mayfield Ranch's Opening Brief* dated June 26, 2026 (“*Mayfield's Opening Brief*”).

I. Does Idaho Code § 42-301 establish permit requirements independent of and in addition to any conditions listed on a permit to appropriate water issued by the Department?

For the reasons set forth in *Mayfield's Opening Brief*, Idaho Code § 42-301 does not establish permit requirements independent of, or in addition to, any conditions identified in a water permit. *Mayfield's Opening Brief* at 4–10.

Juniper contends the answer to this question is “yes,” arguing that permits need not explicitly set forth all principles of background law. *Juniper's Opening Brief* at 7–9. This is Juniper’s entire argument on this question. While this general principle may be correct, Juniper does not grapple with the actual language of Section 42-301 to explain how it establishes independent requirements applicable to all permits.

As discussed in *Mayfield's Opening Brief*, the questions posed by the Hearing Officer are pure questions of law requiring statutory interpretation. *See Mayfield's Opening Brief* at 3–4. It is well settled that, when interpreting a statute, words must be given their “plain, usual, and ordinary meanings.” *3G AG LLC v. Idaho Dep’t of Water Res.*, 170 Idaho 251, 261, 509 P.3d 1180, 1190 (2022). In the process, “we must look to the grammatical construction of the statute as the legislature intended the statute to be construed according to generally accepted principles of English grammar.” *Ada Cnty. Prosecuting Att’y v. 2007 Legendary Motorcycle*, 154 Idaho

351, 354, 298 P.3d 245, 248 (2013); *see also* *E. Side Highway Dist. v. Kootenai Cnty.*, 175 Idaho 855, 572 P.3d 153 (2025) (focusing on grammatical structure to interpret I.C. § 63-1015).

Mayfield's Opening Brief sets out the following grammatically correct parsing of Section 42-301:

If the holder of a permit to appropriate the public waters

[A] shall fail to comply with the requirements of his permit as to

[1] the commencing of work or

[2] the filing of bond thereunder, or

[3] the completion of one-fifth (1/5) of the construction work within one-half (1/2) the time allowed for the entire completion of such construction work, or

[B] shall fail to complete the entire construction work within the time specified in his permit,

said permit may be cancelled and voided by the department of water resources as hereinafter provided at the instance of any person or persons holding any permit for the diversion of water from the same stream, such permit postdating the permit which is sought to be cancelled.

See Mayfield's Opening Brief at 5 (quoting I.C. § 42-301) (emphases, enumeration, and formatting changes added).

Juniper, by contrast, does not even attempt to interpret the statute's language in answering the Hearing Officer's first question.³ Instead, Juniper simply assumes that the statute establishes independent permit requirements and asserts that a permit holder is bound by them. But, as explained in *Mayfield's Opening Brief*, the only grammatically correct reading of the statute's double use of the phrase "shall fail" creates two separate categories of grounds for

³ Juniper does, however, attempt to analyze the statute's language in response to the *Request's* question no. 3. *Juniper's Opening Brief* at 10–13. As discussed below in Section III, Juniper's statutory interpretation should be rejected.

cancellation: one for failure to “comply with the requirements of his permit,” and the other for failure to complete construction “within the time specified in his permit.” *Mayfield’s Opening Brief* at 5. If (as Juniper argues) the “requirements of his permit” include all aspects of background law, one must still look at the background law in effect when the permit was issued.

Section 42-301 provides four grounds for cancellation of a permit, which Mayfield Ranch calls the “Commencement,” “Bonding,” “One-Fifth Work,” and “Completion” requirements. *See Mayfield’s Opening Brief* at 5–6. These requirements all existed in Idaho’s permitting statutes (today’s Section 42-204) when Section 42-301 was enacted in 1909, but the Bonding and One-Fifth Work requirements were removed from Section 42-204 in 1967 and the Commencement requirement was eliminated in 2020. *See id.* at 7–9.

In short, the grounds for cancellation under Section 42-301 mirrored permitting requirements that existed when that statute was enacted, not all of which were required to be on the face of the permit. *See Mayfield’s Opening Brief* at 6 (explaining that, in 1909, the permitting statutes required only the One-Fifth Work and Completion requirements to be included on the face of a permit). To the extent that permitting requirements are not required to be on the face of a permit, Juniper may be correct that compliance still is required. But that does not mean Section 42-301 establishes independent permit requirements. It does not. The statute is unambiguous on this question.

Throughout *Juniper’s Opening Brief*, Juniper cites Idaho Supreme Court cases to support its argument that Sections 42-301 and 42-204 should be read together to create independent permit requirements. Although Juniper does not rely on these cases to answer the *Request’s* first question, this is the logical place to address why they do not support Juniper’s arguments.

First Juniper heavily relies on the Idaho Supreme Court's casual citation to Sections 42-301 and 42-204 in *Shokal v. Dunn*, 109 Idaho 330, 707 P.2d 441 (1985):

Any concern which may exist about tying up the water to the prejudice of a potential junior applicant is adequately satisfied by other statutory provisions requiring timely commencement, progress and completion of works. I.C. §§ 42-204 and 42-301.

Shokal, 109 Idaho at 336, 707 P.2d at 447. According to Juniper, the *Shokal* Court's citation to Idaho Code Section 42-301 can form the basis for canceling a permit "when a permit holder fails to complete one-fifth of the construction within one-half of the time allowed for completion of the project." *Juniper's Opening Brief* at 7. However, *Shokal* did not involve an interpretation of Sections 42-301 or 42-204. Rather, the Court's focus (and the context of its citation to Sections 42-301 and 42-204) was the financial resources requirement for approving new permit applications in Idaho Code Section 42-203A. In sum, the *Shokal* decision does not answer any of the questions about the interpretation of Sections 42-301 and 42-204.

To bolster its reliance on *Shokal's* citation to Sections 42-301 and 42-204, Juniper cites several other cases that also do not answer any questions raised in the *Request*. See *Juniper's Opening Brief* at 6–7, 9. At one point, Juniper proposes that *Shokal* and these other cases establish a "sequencing of steps towards beneficial use[.]" *Juniper's Opening Brief* at 12 n.1. But, whatever these cases mean, it is not that Section 42-301 creates independent permit requirements.

First, *Woodruff v. Butte and Market Lake Canal Co.*, 64 Idaho 735, 137 P.2d 325 (1943) dealt with a permit issued in 1936 that contained express Commencement, One-Fifth Work, and Completion requirements. *Woodruff*, 137 P.2d at 326. Because the permit requirements at issue in the case were expressly stated on the face of the permit, *Woodruff* does not support an argument that Section 42-301 creates independent permit requirements.

Second, *Syster v. Hazzard*, 39 Idaho 580, 229 P. 1110 (1924), dealt with permits issued in 1911 and 1914 that contained express One-Fifth Work and Completion requirements. *Syster*, 229 P. at 1110. Again, because the requirements at issue in the case were expressly stated on the face of the permits, *Syster* does not support an argument that Section 42-301 creates independent permit requirements.

Third, *Clark v. Hansen*, 35 Idaho 449, 206 P. 808 (1922), dealt with a permit issued in 1906. Obviously, Section 42-301 did not impose requirements on the permit since that statute was not enacted until 1909. In any event, the *Clark* Court analyzed whether the permit holder had proceeded “in accordance with the provisions of the permit or in compliance with the statutes of the state.” *Clark*, 206 P. at 809. As described in *Mayfield’s Opening Brief*, the permitting statutes in 1906 had Commencement, Bonding, One-Fifth Work, and Completion requirements. *See Mayfield’s Opening Brief* at 7. The *Clark* Court held that the permit should be canceled under Section 42-301’s predecessor because “of the failure of appellant to complete one-fifth of the work of construction within one-half of the period allowed for the completion of the entire work” as required by the permitting statutes in effect at the time. *Clark*, 206 P. at 809. The upshot is that *Clark* turned on the statutory permit requirements under Idaho’s permitting statutes, not on any alleged independent requirements imposed by Section 42-301.⁴

Finally, *Washington State Sugar Co. v. Goodrich*, 27 Idaho 26, 147 P. 1073 (1915), dealt with permits issued in 1906 and 1907 that contained express Commencement, One-Fifth Work, and Completion requirements. *Goodrich*, 147 P. at 1075. In addition, the law in effect at the

⁴ In fact, the *Clark* Court referred to Section 42-301 as creating a “procedure” by which to challenge a permit. *Clark*, 206 P. at 809 (“At the time respondents instituted the contest before the state engineer for the cancellation of permit No. 2020, *the law governing the procedure* in such cases is found in Sess. Laws 1909, p. 299.”) (emphasis added). For the substantive permit requirements, however, the Court looked to Idaho’s permitting statutes.

time required that commencement of construction begin within 60 days of permit issuance for diversions of 25 cfs or less. *See id.* As with the other cases, *Goodrich* turned on whether the permit holder complied with express permit requirements and the permitting statutes in effect at permit issuance. *Goodrich* does not suggest that any alleged permit requirements are independently imposed by Section 42-301.

In sum, none of the cases cited by Juniper support a conclusion that Section 42-301 establishes independent permit requirements.

II. If Idaho Code § 42-301 establishes an independent requirement for a permit holder to commence work, when must the permit holder commence work?

Idaho Code § 42-301 does not establish an independent requirement to commence work, let alone a specific time to commence work.

Juniper agrees, stating that Section 42-301 “does not establish an independent requirement for commencement of work; rather, it works in tandem with I.C. § 42-204.”

Juniper’s Opening Brief at 9. Oddly, however, Juniper’s answer is inconsistent with its position on the first question, which assumes that Section 42-301 establishes independent permit requirements. In any case, Mayfield Ranch generally agrees that Section 42-301 does not establish an independent requirement for a permit holder to commence work or any timeline by which to do so, but does not agree with Juniper’s interpretation of the statute’s relationship to Section 42-204.

Juniper contends:

Together, those sections of Idaho Code [Sections 42-204 and 42-301] require the Director to issue a permit, thereby starting the clock on the 5-year beneficial use period, with third party permit holders empowered to guard against the hoarding and locking up of the water resource to the detriment of others, such that if a project is not commenced, progress is not demonstrated through construction of one-fifth of the project within one-half of the five-year beneficial

use time period, or the entire project is not completed within five years, the permit may be cancelled.

Juniper's Opening Brief at 9. This position makes sense only if Section 42-204 contains Commencement, One-Fifth Work, and Completion requirements or if Section 42-301 establishes such requirements independently. As already explained, Section 42-301 does not establish independent permit requirements, and the Commencement and One-Fifth Work requirements have been eliminated from Section 42-204.

III. If Idaho Code § 42-301 establishes an independent requirement for a permit holder to file a bond, what is the amount of the bond?

As already explained, Idaho Code § 42-301 does not independently require a permit holder to file a bond in any amount.

Juniper contends that Section 42-301 establishes “the possibility for the filing of a bond,” but “without an independent way of computing the amount of the bond[.]” *Juniper's Opening Brief* at 10. Juniper goes on to suggest that “when the Department issues a permit, I.C. § 42-204(2), with a five-year beneficial use period, I.C. § 42-204(3), the permit holder must either post a bond or commence actual work to keep the permit valid, by preventing unfounded speculation through diligence.” *Id.* at 11. However, there is no support in Idaho law for Juniper's position that a water permit holder can either post a bond or commence actual work toward putting water to beneficial use.

Juniper's suggestion that the Department can require the filing of a bond in lieu of commencing work is not supported by statute. Idaho's water permitting statutes provided for bonding in certain circumstances between 1909 to 1967. *See Mayfield's Opening Brief* at 7

(timeline of statutory provisions). Since 1967, however, there is no statutory authority allowing the Department to require that a permit holder post a bond (in any amount).⁵

Juniper cites an election contest case, *Nye v. Katsilometes*, 165 Idaho 455, 447 P.3d 903 (2019), and a personal injury suit against police officers, *Athay v. Stacey*, 146 Idaho 407, 196 P.3d 325 (2008), to support its position that a bond requirement is permissible to ensure diligence on the part of permittees. *Juniper's Opening Brief* at 11. Obviously, neither of these cases apply to water permits, making them wholly irrelevant to the questions posed by the Hearing Officer. To the extent the Hearing Officer is curious about these cases, however, the claimant in *Nye* was required to post a bond prior to initiating the election contest, but the statute's bonding provision was not even at issue in the case. *See generally Nye*, 165 Idaho 455, 447 P.3d 903. As for *Athay*, the statute at issue (Idaho Code Section 6–610) “requires that a plaintiff filing a civil lawsuit against a law enforcement officer for a claim arising out of, or in the course of the performance of the officer’s duty must file a bond at the same time that the plaintiff files the complaint.” *Athay*, 146 Idaho at 411–12, 196 P.3d at 329–30. This, of course, has no relevance whatsoever to water permitting, except to demonstrate that the Legislature knows how to require a bond—a requirement it elected to eliminate from Idaho’s water permitting statutes in 1967.

Juniper also cites Idaho Code Section 54-1926(1) in support of its bonding argument. But that statute requires contractors to post a performance bond before executing certain

⁵ Back when Section 42-204 required a bond, it specified that the bond was to be “in an amount to be fixed by the State engineer.” 1905 Sess. Law, § 2 p. 361 (S.B. No. 63). But, since the Bonding requirement was removed from Section 42-204 in 1967, there is not a statutory mechanism by which a bond can be required, let alone calculated.

contracts for the construction or alternation of public buildings and therefore has nothing to do with water permits.

Aside from these inapplicable authorities, Juniper’s bonding argument relies heavily on its flawed reading of Section 42-301. *Juniper’s Opening Brief* at 10–11. Juniper focuses on the statute’s use of the word “or” to show that the various grounds for cancelling a permit should be read in the disjunctive. *Id.* But, as explained in Section I above, Juniper never adequately explains how Section 42-301 establishes independent permit requirements. It does not. Rather, the four distinct grounds for cancellation set forth in the statute mirror the requirements found in the water permitting statutes when Section 42-301 was enacted in 1909—most of which have been eliminated. *See Mayfield’s Opening Brief* at 7.⁶

In short, Idaho law has not provided for bonding related to water permits since 1967 and, unsurprisingly, does not dictate how a water permit bond should be calculated.

IV. How do the 1967 and 2020 amendments to Idaho Code § 42-204 affect Idaho Code § 42-301, specifically the provisions in Idaho Code § 42-301 about commencing work, filing a bond, and completing one-fifth of the construction work within one-half of the time allowed for completion of such construction work?

The 1967 and 2020 amendments to Section 42-204 have substantially diminished the utility of Section 42-301 by eliminating permit requirements that are grounds for cancellation.

Juniper contends that the 1967 and 2020 amendments to Section 42-204 “have no impact on the application of I.C. § 42-301, because the Legislature did not amend I.C. § 42-301.”

Juniper’s Opening Brief at 14. While it is true that Section 42-301 has never been amended, its utility must still be considered in light of subsequent amendments to Section 42-204.

⁶ Juniper’s response to the bonding question includes factual allegations that have no bearing on question no. 3 or any other question posed by the *Request*. *See Juniper’s Opening Brief* at 12–13. The Hearing Officer should ignore these factual allegations.

As already explained, Section 42-301 provides for potential permit cancellation on four separate grounds, which Mayfield Ranch has labeled the “Commencement,” “Bonding,” “One-Fifth Work,” and “Completion” requirements. *Mayfield’s Opening Brief* at 5–6. But these grounds for cancellation may only be applied when they are “requirements of [the] permit” or are “specified in [the] permit.” I.C. § 42-301.

In 1967, the Idaho Legislature eliminated the Bonding and One-Fifth Work requirements from the permitting statutes. 1967 Idaho Sess. Laws, ch. 374, § 3, pp. 1089, 1091–92. (H.B. No. 293). Those were not “requirements of [a] permit” after 1967, and therefore those grounds for cancellation in Section 42-301 are inapplicable to post-1968 permits. On the other hand, they arguably remained requirements of permits issued prior to 1967, in which case those grounds for cancellation in Section 42-301 would have remained applicable.

In 2020, the Idaho Legislature eliminated the Commencement requirement. 2020 Idaho Sess. Laws, ch. 164, § 1, p. 479 (S.B. No. 1316). Thus, Commencement is not a requirement for post-2020 permits, and that ground for cancellation in Section 42-301 does not apply to them. However, it arguably remains a requirement for permits issued prior to 2020, in which case that ground for cancellation in Section 42-301 may remain applicable.

Juniper argues that the Idaho Legislature’s 1986 amendments to Chapters 2 and 3, Title 42, Idaho Code, “gives peculiar force to the ongoing application of I.C. § 42-301.” *Juniper’s Opening Brief* at 15 (internal quotation marks omitted). First, there is no reason to engage in Juniper’s proposed statutory construction because Section 42-301 is unambiguous in stating that grounds for cancellation must be “requirements of [the] permit” or “specified in [the] permit.”⁷

⁷ And, even if Section 42-301 were ambiguous—which it is not—Juniper’s citation to *Ada County v. Bottolfsen*, 61 Idaho 363, 102 P.2d 287 (1940) is inapt. See *Juniper’s Opening Brief* at 15. Not only was the quoted

3G AG LLC, 170 Idaho at 261, 509 P.3d at 1190 (“When the statutory language is unambiguous, the clearly expressed intent of the legislative body must be given effect, and the Court need not consider rules of statutory construction.”). Second, as already explained, the “ongoing application” of Section 42-301 is that its grounds for cancellation remain potentially applicable to permits that have Commencement, Bonding, One-Fifth Work, or Completion requirements. While today it is unlikely that many (if any) permits remain with Bonding or One-Fifth Work requirements (since those were eliminated from the permitting statutes back in 1967), it is not impossible that such permits exist. And there remain many permits with a Commencement requirement since that was only eliminated from the permitting statutes in 2020.⁸

In sum, Section 42-301’s practical utility has diminished—and will continue to diminish over time—as the Idaho Legislature has eliminated permit requirements that are grounds for cancellation in the statute.

V. If the amendments to Idaho Code § 42-204 have eliminated the requirements that a permit holder commence project construction within one year, file a bond, and complete one-fifth of the construction work within one-half of the time allowed for completion of such construction work, is Idaho Code § 42-301 still applicable?

The Bonding, One-Fifth Work, and Commencement grounds for cancellation in Section 42-301 may still be applicable if such requirements appear on the face of a permit. *See Mayfield’s Opening Brief* at 12–13.

Juniper contends that Section 42-301 “remains applicable” today despite the Legislature’s amendments to Section 42-204. *Juniper’s Opening Brief* at 16. Mayfield Ranch agrees that it

verbiage pulled from the dissent, Section 42-301 was not passed or amended in conjunction with any changes to Section 42-204 in 1982.

⁸ Juniper also mentions the 2020 amendments to Section 42-204 related to reasonably anticipated future needs (“RAFN”) permits. *Juniper’s Opening Brief* at 15–16. Those amendments are irrelevant to this matter, which does not involve RAFN permits.

remains applicable, but its practical utility has diminished with the elimination of Bonding, One-Fifth Work, and Commencement requirements from Section 42-204. That is, as these requirements have been eliminated from permits over time, the corresponding grounds for cancellation under Section 42-301 have become less applicable, to the point where they likely remain applicable today only to the extent that a permit has such requirements expressly stated on its face.

VI. Idaho Code § 42-301 states that a permit may be cancelled if the permit holder “shall fail to complete the entire construction work within the time specified in his permit.” Idaho Code § 42-204(6) states that “a permit holder who fails to comply with the provisions of this section within the time or times specified shall be deemed to have relinquished all rights under its permit.” If the relinquishment described in Section 42-204(6) is automatic, is there any practical utility in the process created by Chapter 3, Title 42, for a proposed project that is not completed by the proof due date established in the permit?

Because permit relinquishment is automatic under Section 42-204(6), and because Section 42-301 does not account for extensions of time allowed under Section 42-204(3), there is no remaining practical utility to Section 42-301’s process for permit cancellation based on failure to complete the entire construction work within the time specified in the permit. *See Mayfield’s Opening Brief* at 13–15.

Juniper contends there still is practical utility to Section 42-301’s ground for cancellation based on failure to complete the entire construction work within the time specified in the permit because lapsed permits can be reinstated under Idaho Code Section 42-218a. *Juniper’s Opening Brief* at 17. In other words, Juniper contends that, because a permit holder can breathe life back into a lapsed permit, Section 42-301’s ground for cancelling a permit for failure to complete the entire construction work continues to have utility by providing “third party permit holders with the ability to check the hoarding and locking up of the State’s water resources, with Chapter 2,

Title 42 , Idaho Code not providing a similar remedy to Juniper Station.” *Juniper’s Opening Brief* at 19.

To the extent this argument has merit, the “remedy” provided by Section 42-301 is of very limited utility given the automatic relinquishment provisions in Section 42-204(6) and the advancement of priority provisions upon reinstatement under Section 42-218a.

A permit holder is entitled to use the full amount of time authorized by the Department under Section 42-204 for putting water to beneficial use, including any approved extensions. Thus, cancellation for failure to complete the entire construction within the “time specified in [the] permit” under Section 42-301 could only occur after the final proof deadline authorized by the Department under Section 42-204. But, once the proof deadline has passed, the permit is automatically relinquished under Section 42-204(6) if proof was not submitted or an extension requested, making cancellation under Section 42-301 unnecessary.

It is only when a relinquished permit can potentially be reinstated under Section 42-218a within sixty days of lapsing that Section 42-301’s cancellation provision might matter.⁹ This is because a permit reinstated within 60 days of a lapse notice may have its priority date advanced by the number of days that reasonable cause is shown after the proof deadline, I.C. § 42-218a(2), which may keep the permit senior to other existing applications and permits. In this limited circumstance, Section 42-301’s cancellation process may have utility. But it has no utility if proof is submitted more than sixty days after the notice of lapsing. In that case, a reinstated permit will have its priority date advanced to the date of proof submission, I.C. § 42-218a(3),

⁹ Section 42-218a provides, among other things, that a permit that has lapsed for failure to submit proof of beneficial use or request an extension of time to submit proof may be reinstated (a) upon a showing of reasonable cause within sixty days of notice of lapsing, with the priority date advanced the number days between the proof due date and the showing of reasonable cause, or (b) upon submission of a beneficial use field exam, a statement of reasonable cause for filing late proof, and a fee of \$250, with the priority date advanced to the date of the submission.

which would be subsequent to any applications or permits existing on that date. This advancement of priority fully protects existing applicants and permit holders, rendering Section 42-301's cancellation process useless in such situations.

CONCLUSION

Juniper failed to address the most fundamental question in the Hearing Officer's *Request*: whether Section 42-301 establishes permit requirements independent of and in addition to any conditions listed on a permit. Instead, *Juniper's Opening Brief* generally—and incorrectly—assumes that the answer is “yes.” That incorrect assumption infects the remainder of Juniper's arguments. Mayfield Ranch respectfully asks the Hearing Officer to reject Juniper's arguments and adopt the reasoning explained above and in *Mayfield's Opening Brief*.

DATED July 17, 2026.

GIVENS PURSLEY LLP



By: _____
Michael P. Lawrence

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 17th day of July, 2026, a true and correct copy of the foregoing was filed electronically with the Idaho Department of Water Resources (file@idwr.idaho.gov) and served by email as indicated below.

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