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CASSIA COUNTY, IDAHO

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Department of Water Resources FEE

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Names of Parties Filing Document:

UNITED STATES OF AMERICA

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U.S. Forest Service
C-BAR CATTLE CO.

Attorneys' Names and Addresses:

THOMAS L. SANSONETTI
Assistant Attorney General
United States Department of Justice
Environment and Natural Resources Division

ROGER D. LING
Ling Robinson & Walker
P.O. Box 396
Rupert, Idaho 83350
ISB# 1018
Ph.: (208) 436-4717
FAX: (208) 436-6804

LARRY A. BROWN
DAVID L. NEGRI
Attorneys, U.S. Dept. of Justice
Environment and Natural Resources Division
General Litigation Section
550 West Fort Street, MSC 033
Boise, Idaho 83724
Brown: Ph.: (202) 305-0435 FAX: (202) 305-0274
Negri: Ph: (208) 331-5943 FAX: (208) 387-0842

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

In Re SRBA) Subcase Numbers: 43-02097C and
Case No. 39576) 43-10573
)
) **STIPULATION TO RESOLVE**
) **UNITED STATES' OBJECTIONS**

The United States of America and C-Bar Cattle Co. (hereinafter "Claimant") agree and stipulate to resolve United States Department of the Interior, Bureau of Land Management (hereinafter "BLM") and the United States Department of Agriculture, Forest Service (hereinafter "Forest Service") objections to the above-captioned Subcases as follows:

PAGE 1 - **STIPULATION TO RESOLVE UNITED STATES' OBJECTIONS;
SUBCASE NUMBERS: 43-02097C and 43-10573**

STIPULATION

Claimant and the United States of America (hereinafter "United States") stipulate and agree as follows:

1. WATER RIGHT NUMBER 43-02097C.

- a. The parties agree that the Points of Diversion (hereinafter "POD") for Water Right Number 43-02097C are located on land owned by the Claimant.
- b. The parties agree that the Claimant shall be the sole owner of Water Right Number 43-02097C.
- c. The parties agree to execute a Standard Form 5 (hereinafter "SF-5"), filed herewith and incorporated herein by this reference, that describes the elements of Water Right Number 43-02097C.
- d. The parties agree that the following legal descriptions describe land owned by the United States and are included as legal descriptions of places of use (hereinafter "POU") on the description of Water Right Number 43-02097C attached to the above-referenced SF-5:

T.14S., R.29E., Section 19, SENW

T.14S., R.29E., Section 19, Lot 3 (NWSW)

T.14S., R.29E., Section 19, SESW

The Claimant agrees and stipulates that any amended Director's Report recommendation, partial decree, or final decree for Water Right Number 43-02097C shall not contain any other POUs that describe land owned by the United States.

- e. The Claimant agrees and stipulates that no right, title, interest, or economic expectation of use in land owned by the United States accrues to the Claimant due to the

description of POUs within a partial decree entered in Water Right Number 43-02097C.

f. In the event the Claimant's grazing permit expires, is not renewed, or is terminated according to its terms, or the Forest Service and/or the BLM determine pursuant to decision by its authorized officer that these water developments are no longer needed, the United States, by this Stipulation agrees to allow water used on land owned by the United States under Water Right Number 43-02097C to be transferred to private land pursuant to I.C. § 42-222.

g. The Claimant shall not assume title to any POUs which describe land owned by the United States pursuant to the transfer.

h. All costs incurred for seeking such transfer shall be borne by the Claimant.

i. Any portion of Water Right Number 43-02097C not transferred to private land in accordance with these provisions shall be deemed forfeited.

j. The United States shall be released and held harmless from loss, injury, damage and/or reduction in value of Water Right Number 43-02097C should grazing permits or Cooperative Range Improvement Agreements expire, not be renewed, terminate according to their terms, or the Idaho Department of Water Resources not allow transfer of any portion of Water Right Number 43-02097C to private land. The Claimant agrees and stipulates that the imposition of terms and conditions on any grazing permit or any action to limit, modify, revoke, or terminate any grazing permit, and any consequent limitation or elimination of the ability of the Claimant or any successor thereto to divert, store, or use water, shall not be construed to be a taking, in whole or in part, of Water Right Number 43-02097C.

2. WATER RIGHT NUMBER 43-10573.

a. Pursuant to I.R.C.P. 41(a)(1)(ii), Claimant dismisses with prejudice its claim to the following POUs:

T.14S., R28E., Section 02, Lot 3 (NENW)

T.14S., R28E., Section 12, NWSE

T.14S., R28E., Section 12, SESW

T.14S., R28E., Section 13, SENW

T.14S., R28E., Section 14, SESE

b. The parties agree to execute an SF-5, filed herewith and incorporated herein by this reference, that describes the elements of Water Right Number 43-10573.

c. The parties agree that the source known as "Hutchee Spring" and the legal description of the POD describes land owned by the United States and managed by the Forest Service.

d. The parties agree that the priority date for Water Right Number 43-10573 shall be October 11, 1970.

e. The Claimant agrees and stipulates that no right, title, interest, or economic expectation of use in land owned by the United States accrues to the Claimant due to the description of the POD within a partial decree entered in Water Right Number 43-10573.

f. The Claimant agrees and stipulates that any amended Director's Report recommendation, partial decree, or final decree for Water Right Number 43-10573 shall not contain the POUs described in 2.a., above, or any other POU that describes land owned by the United States.

g. The United States shall be released and held harmless from loss, injury, damage and/or reduction in value of Water Right Number 43-10573 should grazing permits or water use authorization expire, not be renewed, terminate according to their terms, or be discontinued. The Claimant agrees and stipulates that the imposition of terms and conditions on any grazing permit or any action to limit, modify, revoke, or terminate any grazing permit, and any consequent limitation or elimination of the ability of the Claimant or any successor thereto to divert, store, or use water, shall not be construed to be a taking, in whole or in part, of Water Right Number 43-10573.

3. Nothing in this stipulation shall impede the authority of the BLM and/or the Forest Service to administer the use of a grazing allotment and its associated water rights in accordance with applicable law, including taking such administrative actions as changing the boundaries of grazing allotments or modifying or terminating grazing permits.

4. This stipulation has been reached through good faith negotiations for the purpose of resolving legal disputes, including pending litigation. The parties agree that no offers and/or compromises made in the course thereof shall be construed as admissions against interest. This stipulation does not create a precedent for settlement of any other disputes or objections.

5. This stipulation comprises the entire agreement and no promise, inducement, or representation other than herein set forth has been made, offered, and/or agreed upon, and the terms of this stipulation are contractual and not merely a recital.

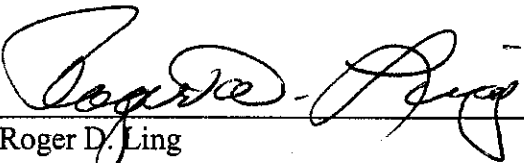
6. The parties agree to bear their own costs and attorney fees.

State of Idaho)
) ss.
County of Minidoka)

ROGER D. LING, duly sworn, upon oath, deposes and says:

That I am the party filing this Stipulation, and/or that I am the attorney for the party, and that I have read this Stipulation, know its contents and believe that the statements are true to the best of my knowledge.

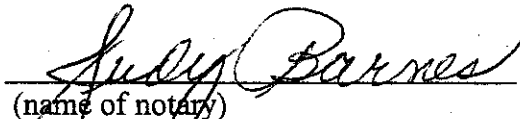
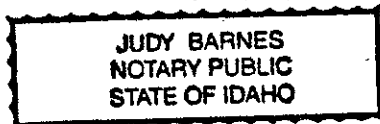
Dated March 18, 2004



Roger D. Ling
Ling Robinson & Walker
P.O. Box 396
Rupert, Idaho 83350
(208) 436-4717

Counsel for C Bar Cattle Co.

Subscribed and sworn before me on: March 18, 2004.



(name of notary)

Notary Public for: Idaho
Residing at: Rupert, Idaho
Commission expires: 02/12/2005

State of Idaho)
) ss.
County of Ada)

DAVID L. NEGRI, duly sworn, upon oath, deposes and says:

That I am the party filing this Stipulation, and/or that I am the attorney for the party, and that I have read this Stipulation, know its contents and believe that the statements are true to the best of my knowledge.

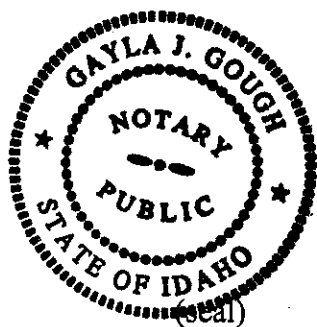
Dated 3/18/04

David Negri

David L. Negri
Larry A. Brown
United States Department of Justice
Environment and Natural Resources Division
General Litigation Section
550 West Fort Street, MSC 033
Boise, Idaho 83724
(208) 331-5943

Counsel for the United States of America

Subscribed and sworn before me on: March 18, 2004



Blag/m
(name of notary)

Notary Public for: Idaho
Residing at: KUNA, Idaho
Commission expires: 11-17-2004

CERTIFICATE OF SERVICE

I certify that on April 6, 2004, I served a true and correct copy of the foregoing **STIPULATION TO RESOLVE UNITED STATES' OBJECTIONS; SUBCASE NUMBERS: 43-02097C and 43-10573** upon the following individuals by placing the document in the United States Mail in Washington, D.C., postage paid, and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P. O. Box 2707
Twin Falls, Idaho 83303-2707

2. Copy to:

Idaho Department of Water Resources
Adjudication Bureau
1301 North Orchard Street
Boise, Idaho 83706

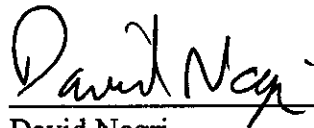
Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P. O. Box 44449
Boise, Idaho 83711-4449

IDWR Document Depository
P. O. Box 83720
Boise, Idaho 83720-0098

3. Copies to all parties to the subcases:

U.S., Department of Justice
Environment and Natural Resources Division
General Litigation Section
550 West Fort Street, MSC 033
Boise, Idaho 83724

Roger D. Ling
Ling Robinson & Walker
P. O. Box 396
Rupert, Idaho 83350



David Negri