

DISTRICT COURT-SRBA Fifth Judicial District County of Twin Falls - State of Idaho	
JUN 26 2002	
By _____	Clerk
_____	Deputy Clerk

Names of Parties Filing Document:

UNITED STATES OF AMERICA

ANNA MARIE NEWELL

Attorneys' Names and Addresses:

THOMAS L. SANSONETTI
Assistant Attorney General
Environment and Natural Resources Division

LARRY A. BROWN
Attorney, U.S. Dept. of Justice
General Litigation Section
Environment and Natural Resources Division
550 West Fort Street, MSC 033
Boise, Idaho 83724
Ph.: (202) 305-0435 FAX: (202) 305-0274

**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 No.: 65-22281 and 65-22308
	)
Case No. 39576	) STIPULATION TO RESOLVE
_____	) SUBCASES

The United States of America (hereinafter "United States") and Anna Marie Newell (hereinafter "Claimant"), by and through the undersigned counsel, agree and stipulate to resolve the United States Department of the Interior, Bureau of Land Management (hereinafter "BLM") objection to the above-captioned Subcases as follows:

STIPULATION

WHEREAS, the United States recognizes the significant role of the livestock industry in the settlement, history and culture of the State of Idaho; and,

WHEREAS, the United States and Claimants recognize the importance of the stockwater rights at issue in these Subcases to the livestock industry in the State of Idaho and the BLM's grazing program; and,

WHEREAS, the United States and the Claimant wish to resolve BLM's objections without further litigation, expense and delay;

THEREFORE, Claimant and the United States stipulate and agree as follows:

1. The United States and Claimant agree and stipulate that the above-captioned water right claims shall be described in accordance with the Standard Forms 5, Subcases 65-22281 and 65-22308, filed herewith.

2. The parties agree and stipulate that the parties shall execute a Standard Form 5 to change the ownership of Water Right Claim Number 65-22308 from the Claimant to the United States. The parties agree and stipulate that the United States is the sole owner of Water Right Claim Number 65-22308.

3. The United States agrees that the purpose of use for Water Right Claim Number 65-22308 is the watering of livestock owned by persons holding BLM-issued grazing permits. The stockwater purpose of use shall not be changed so long as a valid BLM-issued grazing permit exists for the land on which the particular water right is located.

4. The Claimant is pursuing purchase of certain United States properties wherein lies Water Right Claim Number 65-22308. If the Claimant ultimately does acquire United States

properties through sale or exchange, whereinlies Water Right Claim Number 65-22308, then the United States agrees to convey Water Right Claim Number 65-22308 to the Claimant. If the Claimant is unsuccessful in acquiring certain properties owned by the United States, then Water Right Claim Number 65-22308 shall remain in the name of the United States.

5. The parties agree and stipulate to delete the following place of use, as identified and described in the Director's Report recommendation of Water Right Claim Number 65-22281 filed by Claimant: **T.07N., R.01E., Section 14, SESE (1.0 acres).**

6. The Claimant agrees and stipulates to immediately and forever cease the application of water to, and the agricultural use of, the lands described in paragraph 5, above.

7. The parties agree that nothing in this stipulation forecloses future administrative or judicial action by the United States in relief of, or as a consequence of, the unauthorized use of the lands identified in paragraph 5 above, including, but not limited to, actions for past rent, rehabilitation of used land, or trespass.

8. Nothing in this stipulation shall prevent the BLM from administering 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 BLM-issued grazing permits.

9. This stipulation was reached through negotiations for the purpose of resolving legal disputes, including pending litigation. All parties agree that no offers and/or compromises made in the course of the negotiations regarding any of the subcases mentioned in this document shall be construed as admissions against interest or be used in any legal proceeding.

10. All parties agree to bear their own costs and attorney fees in connection with this matter.

11. This stipulation was entered into and executed voluntarily by all parties in good faith, and without any fraud, misunderstanding, overreaching, misrepresentation, duress, or undue influence.

CLAIMANT:
ANNA MARIE NEWELL

Anna Marie Newell
ANNA MARIE NEWELL

DATED: 6-25-02

OBJECTOR:
UNITED STATES OF AMERICA

Larry A. Brown
LARRY A. BROWN *Fut*
Of Attorneys for the United States

DATED: 6/26/02

CERTIFICATE OF SERVICE

I certify that on June 26, 2002, I served a true and correct copy of the foregoing **STIPULATION TO RESOLVE SUBCASES, SUBCASE NUMBERS: 65-22281 and 65-22308** upon the following individuals by placing the document in the United States Mail in Boise, Idaho, postage paid, and addressed as follows:

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

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 44449
Boise, ID 83720-0098

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

Anna Marie Newell
10770 N. Highway 52
Horseshoe Bend, Idaho 83629


Larry A. Brown