

Names of Parties Filing Document:

UNITED STATES OF AMERICA

LITTLE LAND & LIVESTOCK CO.

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**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 Number: 65-09469

Case No. 39576

)
)
) **STIPULATION TO RESOLVE THE
UNITED STATES' OBJECTION**

The United States of America and Little Land & Livestock Co. (hereinafter "Claimant")
agree and stipulate to resolve the United States Department of the Interior, Bureau of Land
Management's (hereinafter "BLM") objection to the above-captioned Subcase 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 Claimant recognize the importance of the stockwater

right at issue in this subcase to the livestock industry in the State of Idaho and the BLM grazing program; and,

WHEREAS, the United States and Claimant wish to resolve the objection regarding ownership of this stockwater right without further litigation, expense and delay;

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

1. The parties agree that the Point of Diversion (hereinafter "POD") for Water Right Number 65-09469 is located on land owned by the Claimant.

2. The parties agree that the following legal descriptions are public land:¹

T.06N., R01W., Section 13, NWSW

T.06N., R01W., Section 22, NESW

T.06N., R01W., Section 23, SWNW

T.06N., R01W., Section 23, SENW

T.06N., R01E., Section 07, SWSW

3. The parties agree and stipulate to execute a Standard Form 5 Amended Claim that correctly describes the elements of Water Right Number 65-09469 that includes as Places of Use (hereinafter "POU") the public land described in paragraph 2 as well as private lands.

4. The parties agree and stipulate that the Claimant shall be the sole owner of Water Right Number 65-09469, *provided:* no right, title, interest, or economic expectation of use in public land accrues to the Claimant due to the description of public land POUs within any partial decree or final decree entered in Water Right Number 65-09469; *and provided:* no right, title,

¹In this Stipulation, the term "public lands" means "any land and interest in land owned by the United States within the several States and administered by the Secretary of the Interior through the Bureau of Land Management, without regard to how the United States acquired ownership" 43 U.S.C. § 1702(e).

interest, or economic expectation of use in Claimant's water right or Claimant's privately owned land accrues to the United States due to use of this water right by the United States.

5. Should grazing permits or Cooperative Range Improvement Agreements expire, not be renewed, or terminate according to their terms, the Claimant stipulates and agrees to apply for a transfer pursuant to I.C. § 42-222 to remove places of use that describe public land from the description of the water right. The transfer may seek to add places of use that describe Claimant's privately owned land. The BLM, by this stipulation, agrees to allow the water to be transferred off of public land. Claimant agrees and stipulates to apply for said transfer within 60 days after grazing permits or Cooperative Range Improvement Agreements expire, are not renewed, or terminate according to their terms. Claimant agrees and stipulates that Claimant shall not, pursuant to such transfer, assume title to any places of use which describe public land. All costs incurred for seeking such transfer shall be borne by the Claimant.

6. Claimant agrees and stipulates that any places of use not successfully transferred off of public land upon completion of such transfer, shall be deemed forfeited and removed from the description of the water right. Provided the BLM does not oppose the transfer described in paragraph 5, Claimant agrees and stipulates that the United States shall be released and held harmless from loss, injury, damage and/or reduction in value of the water right should the Idaho Department of Water Resources not allow transfer of the water off of public land, and any place of use of the water right not transferred off of public land is forfeited.

7. Nothing in this stipulation shall impede the authority of the BLM to administer the use of a grazing allotment, Cooperative Range Improvement Agreements, and associated water rights in accordance with applicable law, including taking such administrative actions as

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changing the boundaries of grazing allotments or modifying or terminating BLM-issued grazing permits and Cooperative Range Improvement Agreements.

8. 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.

9. 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.

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

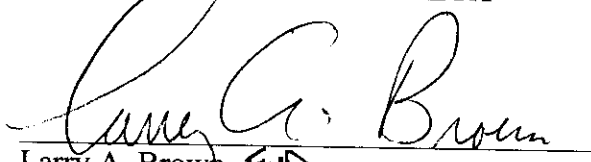
CLAIMANT:
LITTLE LAND & LIVESTOCK CO.



John K. Simpson
Of Attorneys for Claimant

DATED: 3/12/03

OBJECTOR:
UNITED STATES OF AMERICA



Larry A. Brown *FWP*
Of Attorneys for the United States

DATED: 3/13/03

IDWR CONCURRENCE:

AS TO FORM:

Senior Water Resource Agent (Date)

Deputy Attorney General (Date)

CERTIFICATE OF SERVICE

I certify that on Mar 13, 2003, I served a true and correct copy of fore-going **STIPULATION TO RESOLVE THE UNITED STATES' OBJECTION; SUBCASE NUMBER: 65-09469** 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

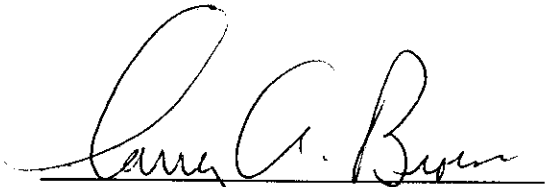
Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P. O. Box 44449
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IDWR Document Depository
P. O. Box 83720
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3. Copies to all parties to the subcase:

U.S., Department of Justice
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Signature of Person Serving Document