

RECEIVED

FEB 06 2006

DEPARTMENT OF
WATER RESOURCES

Names of Parties Filing Document:

UNITED STATES OF AMERICA

ALMA A. HUBBARD

Attorneys' Names and Addresses:

SUE ELLEN WOOLDRIDGE
Assistant Attorney General
Environment and Natural Resources Division

LARRY A. BROWN
Attorney, U.S. Dept. of Justice
Natural Resources 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 Number: 25-14019

)

) **STIPULATION TO RESOLVE**

) **SUBCASES**

Case No. 39576

)

)

The United States of America (hereinafter "United States") and Alma A. Hubbard (hereinafter "Claimant"), agree and stipulate to resolve the United States Department of the Interior, Bureau of Land Management (hereinafter "BLM") objections filed in the above-captioned subcases as follows:

RECEIVED
JAN 27 2006
BLM ISO MR

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

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

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

1. The Standard Form 5 (hereinafter "SF-5) for Water Right Claim Number 25-14019 attached hereto and incorporated by reference herein, sets forth the description of the water right as agreed by the parties. Any decree, whether partial or final, should describe the water right as shown in the SF-5.

2. The parties agree and stipulate that the parties shall execute an SF-5 to change the ownership of Water Right Claim Number 25-14019 from the Claimant to the United States, such that the United States shall be decreed the sole owner of Water Right Claim Number 25-14019. For this water right, the purpose of use is the watering of livestock owned by persons holding valid United States-issued grazing permits. The stockwater purpose of use of this water right shall not be changed so long as a valid United States-issued grazing permit exists for the land on which a particular water right is located.

3. The parties agree and stipulate that the Claimant shall, within one year of the date of execution of this stipulation, apply for an appropriate authorization for the use of water by

RECEIVED
JUL 27 2006
BLM ISO 001

livestock owned by the Claimant at the place of use for Water Right Number 25-14019 from adjacent lands owned by the Claimant. The Claimant understands and agrees that there is no guarantee or promise implied or inferred by this stipulation that the United States will approve or grant such authorization.

4. If, for whatever reason, the United States denies the application for an authorization (referred to in paragraph 3 above), terminates an issued authorization, authorization expires, or is not renewed, then the Claimant agrees that the United States shall be released and held harmless from loss, injury, damage and/or reduction in value of land or water rights should no authorization be issued, an issued authorization is terminated, expires, is not renewed, or the Idaho Department of Water Resources (hereinafter "IDWR") issues orders diminishing or curtailing the use of this water source.

5. Nothing in this stipulation shall prevent the United States from administering grazing use on federal land and its associated water rights in accordance with applicable law, including taking such administrative actions as changing the boundaries of grazing use or modifying or terminating United States-issued grazing permits.

6. 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 this subcase shall be construed as admissions against interest or be used in any legal proceeding.

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

RECEIVED
JAN 27 2006
JAN 180 MR

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

9. 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:
ALMA A. HUBBARD

Alma A. Hubbard
Alma A. Hubbard

DATED: *1-25-06*

OBJECTOR:
UNITED STATES OF AMERICA

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

DATED: *Feb. 1, 2006*

RECEIVED
JAN 27 2006
150 NIT

CERTIFICATE OF SERVICE

I certify that on Feb. 1, 2006, I served a true and correct copy of the foregoing **STIPULATION TO RESOLVE SUBCASE; SUBCASE NUMBER: 25-14019** upon the following individuals by placing the document in the United States Mail in Boise, Idaho, 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, ID 83303-2707

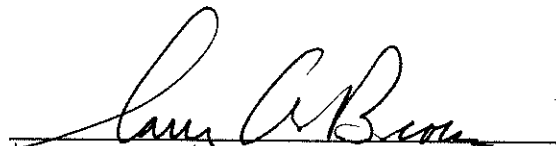
2. Copies to:

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 83711-4449

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

Alma A. Hubbard
P.O. Box 341
Grace, Idaho 83241


Person serving document