

RECEIVED
SEP 20 2007
DEPARTMENT OF
WATER RESOURCES

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

Case No. 39576

A. Subcase 47-13230A
(Insert water right number)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: United States of America acting through the Department of Interior, Bureau of Land Management, Idaho State Office

Address: 1387 South Vinnell Way
Boise, Idaho 83709-1657

Daytime Phone: see below

Name & Address of Attorney, if any:

Larry A. Brown (202) 305-0435 phone, (202) 305-0274 fax
United States Department of Justice
Environment and Natural Resource Division
General Litigation Section
550 West Fort Street, MSC 033
Boise, Idaho 83724

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: W.T. Williams, Inc.

Address: 2600 N 2991 E; Twin Falls, Idaho 83301

Name: Travis L. Thompson (attorney for claimant); Barker, Rosholt & Simpson, LLP

Address: P.O. Box 485; Twin Falls, Idaho 83303-0485

Name:

Address: ;

Name:

Address: ;

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☐ **Name and Address**
Should be:
2. ☐ **Source**
Should be:
3. ☐ **Quantity**
Should be:
4. ☒ **Priority Date**
Should be: See attached.
5. ☐ **Point(s) of Diversion**
Should be:
6. ☐ **Instream Flow Description**
Should be:
7. ☐ **Purpose(s) of Use**
Should be:
8. ☐ **Period of Year**
Should be:
9. ☒ **Place of Use**
Should be: See attached.

11. **I object because:**

- ☐ This water right should not exist.
- ☐ This water right was not recommended, but should be recommended with the elements described above.

E. **REASONS SUPPORTING OBJECTION(S):**

The United States of America, through the Bureau of Land Management, is the owner of the land upon which the use is claimed. This claim violates the terms of the Range Improvement Cooperative Agreement authorizing the project, as well as, the settlement agreement with the Federal Stockwater Group dated 08-29-2002.

F.

VERIFICATION (Must be Completed)

State of Idaho

)

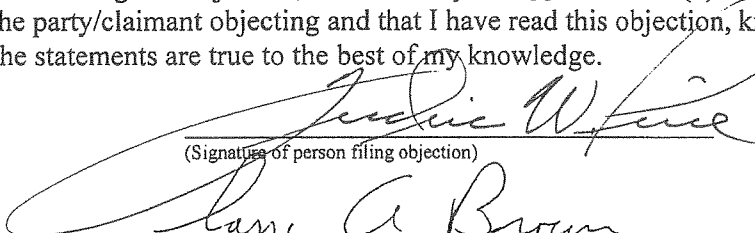
) ss.

County of ADA

)

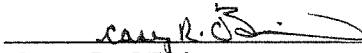
Fredric W. Price, Water Rights Specialist, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

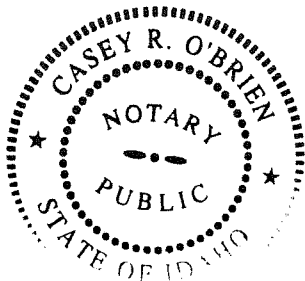

(Signature of person filing objection)

Lang A. Brown
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: September 18, 2007


Casey R. O'Brien

Notary Public for State of Idaho
Residing at: Nampa, ID.
My Commission Expires: 10-31-2009



INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the Court. **FAX filings will not be accepted.**
You must also send a copy to all the parties listed below in the Certificate of Mailing.

G.

CERTIFICATE OF MAILING

I certify that on Sept. 18, 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

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. One copy to the claimant of the water right at the following address:

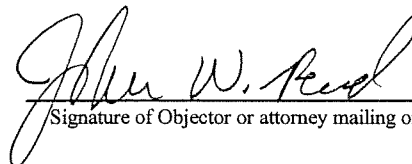
Name: W.T. Williams, Inc.
Address: 2600 N 2991 E; Twin Falls, Idaho 83301
Name: Travis L. Thompson (attorney for claimant); Barker, Rosholt & Simpson, LLP
Address: P.O. Box 485; Twin Falls, Idaho 83303-0485
Name:
Address: ;
Name:
Address: ;

3. Copies to:

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

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

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724



Signature of Objector or attorney mailing on Objector's behalf

01/29/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 47-13230A

NAME AND ADDRESS: W T WILLIAMS INC
C/O TOM WILLIAMS
2600 N 2991 E
TWIN FALLS ID 83301

SOURCE: SPRING

TRIBUTARY: SINKS

QUANTITY: 0.050 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 12/31/1945

POINT OF
DIVERSION: T12S R17E S33 NWNE Within TWIN FALLS County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

STOCKWATER

1/01 12/31

0.050 CFS

PLACE OF USE: STOCKWATER in TWIN FALLS County

BLM

T12S R17E S31

SESE

T12S R17E S32

SWNE

T12S R17E S32

SENE

T12S R17E S32

SESW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

This partial decree is subject to such general provisions necessary for
the definition of the rights or for the efficient administration of the water
rights as may be ultimately determined by the Court at a point in time no
later than the entry of a final unified decree. Section 42-1412(6), Idaho
Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

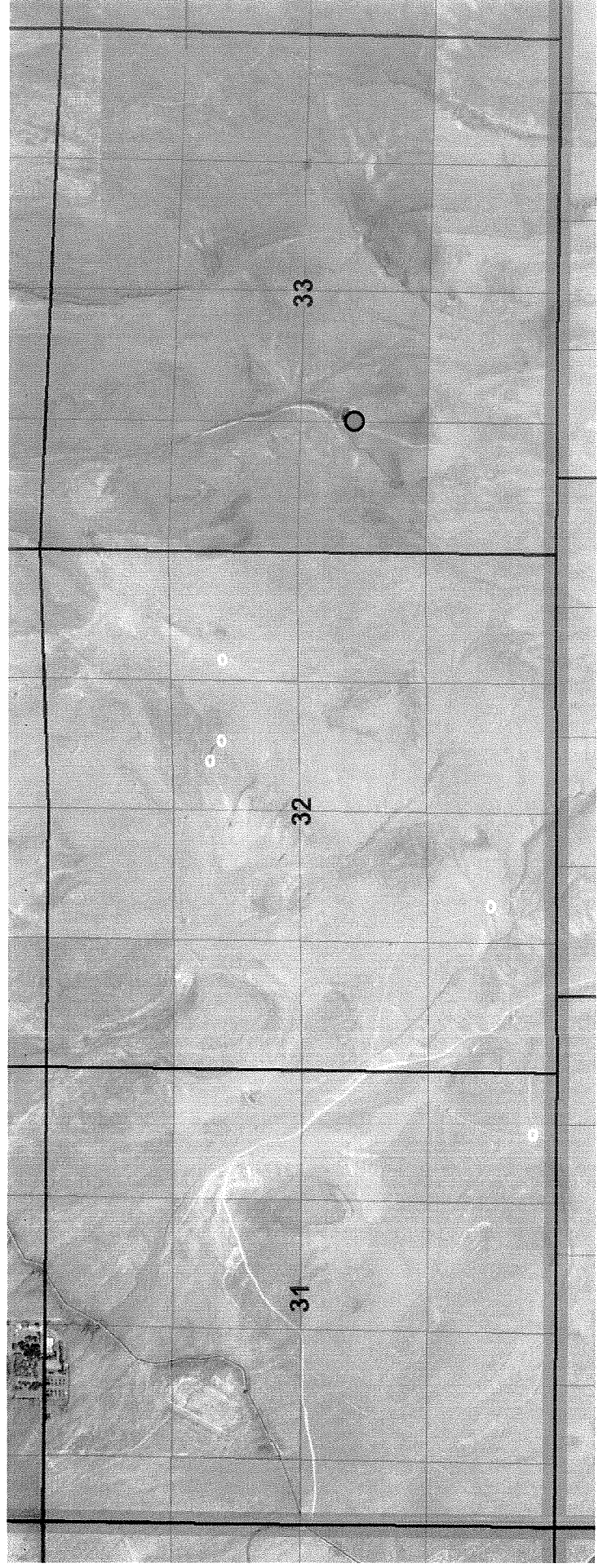
POUs on BLM:

- This claim violates the terms of the Stockwater Stipulation and Joint Motion for Order Approving Stipulation signed by the United States and the claimant that was filed with the court on August 29, 2002.
- This claim violates Cooperative Agreement #32524 Stipulated Agreements.

47-13230A; W. T. Williams Inc

POUs on BLM:

- This claim violates the terms of the Stockwater Stipulation and Joint Motion for Order Approving Stipulation signed by the United States and the claimant that was filed with the court on August 29, 2002.
- This claim violates Cooperative Agreement #32524 Stipulated Agreements.



TWIN FALLS COUNTY 083
BURLEY DISTRICT SEC 3

STATUS OF PUBLIC DOMAIN
LAND AND MINERAL TITLES

3 R1-5 21

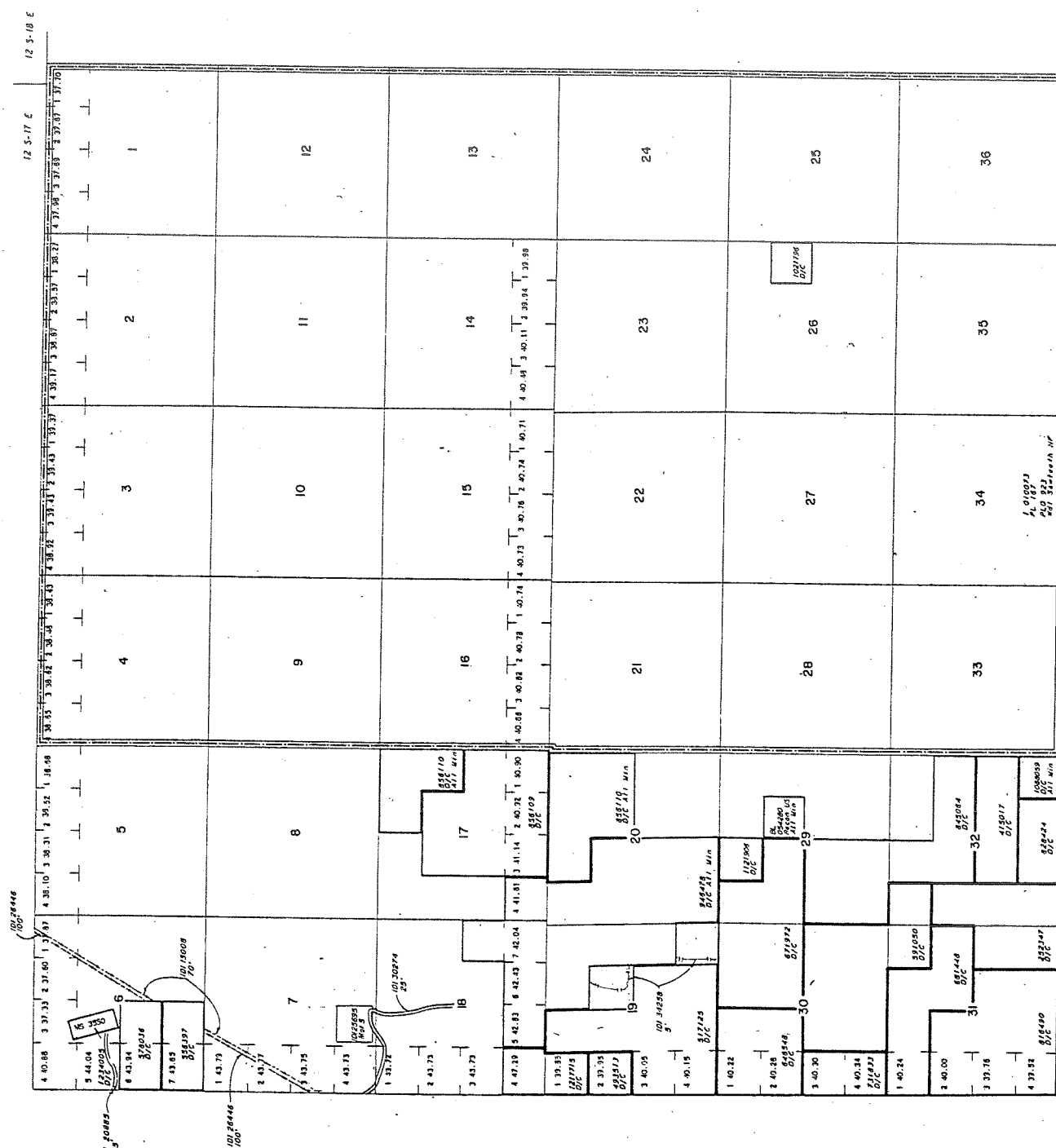
[illegible]

1 010073 Det PL 167 (Act of Cong 7/23/1955)
completed 7/12/1962: All HF surface Wgnt by USFS

FOR ORDERS EFFECTING DISPOSAL OR USE OF
UNIDENTIFIED LANDS REFER TO INDEX OF
MISCELLANEOUS DOCUMENTS.

CURRENT TO	CURRENT TO
SEP 18 2011	
USE PLAYS: •	

Boles Mer
T. 139
R. 175



SCALE in Chain



WARNING STATEMENT

This plat is the Bureau's Record of Title, and should be used only on a graphic display of the township survey data. Records herein do not reflect title changes which may have been affected by lateral movements of slivers or other bodies of water.

BURLEY
DISTRICT OFFICE
BURLEY, IDAHO

AUG 19 10 35 PM '92

BURLEY
DISTRICT OFFICE
BURLEY, IDAHO

FORM APPROVED
OMI NO. 1001-00AA
Expires: January 31, 1986
FOR BLM USE ONLY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COOPERATIVE AGREEMENT
FOR RANGE IMPROVEMENTS

State	1	0	
Office	0	2	4
Job Number(s)			
325424			
Job Name(s)			
Williams Pipeline			

INSTRUCTIONS - Cooperator(s) to receive original, and one copy each to the District case or lease file and District job file.

1. I, (We) Thomas Williams of Route 1 - Twin Falls, Idaho 83301
of
of
and of

hereinafter called cooperator(s) and the United States of America, by the Bureau of Land Management, hereinafter called the Bureau, for and in consideration of the mutual benefits hereunder, and in accordance with the Taylor Grazing Act (43 U.S.C. 315, 315a-r), as amended, the National Soil Conservation Act (16 U.S.C. 590a-q(1)), as amended, the Federal Land Policy and Management Act (43 U.S.C. 1701, et. seq.), and the Public Rangelands Improvement Act (43 U.S.C. 1904) do enter into this cooperative agreement for the construction and/or maintenance of range improvements, installation of conservation works or establishment of conservation practices, hereinafter referred to collectively as improvements, for the benefit of the public lands and of the cooperator(s).

2. The improvements known as the Williams Pipeline

☐ will be ☒ are located upon: 1/4, Sec(s) 31 & 32, T. 12 S., R. 17 E.,
Boise Meridian, County of Twin Falls, State of Idaho

3. IT IS MUTUALLY AGREED:

(a) The parties hereto will furnish labor, materials, and equipment as required, the total cost or value not to exceed the amount listed below for each of the parties respectively for the initial construction and/or installation of the improvements indicated in paragraph 2.

NAME(s) OF COOPERATOR(s)	ITEMS	TOTAL COST OR VALUE
Thomas Williams	Material and Installation of 8,700 Feet of Pipeline	\$ 2,331.00
BUREAU OF LAND MANAGEMENT	Surplus Pressure Breaker	50.00
	AGGREGATE COST	\$ 2,381.00

(b) Upon notice from the authorized officer of the Bureau, cooperator(s) will promptly supply labor, materials, and equipment as specified in paragraph 3(a) as required. Contributed materials in excess of the amount required shall be returned to the contributor. Equipment contributed shall be returned promptly following completion of the work. Work will be conducted under the supervision and direction of the authorized officer and shall be pursued with diligence until completed.

4(a) The cooperator(s) shall be liable, jointly and severally, for the repair and maintenance of the improvements following completion, in good and serviceable condition. The cooperator(s), without further notice from the authorized officer shall do the necessary work promptly. If work is not performed as necessary, the authorized officer shall notify the cooperator(s) and specify a period within which to complete the work as required.

(b) In event the cooperator(s) default in the repair and maintenance of the improvements the authorized officer may do or cause such work to be done for and in behalf of the cooperator(s); and the necessary cost and expense thereof shall become a charge and obligation upon and shall be paid by the cooperator(s). It is further understood in case of default that any grazing permit or lease may be cancelled and may not be renewed or extended or any assignment thereof may not be approved unless and until all charges and costs owed by the cooperator(s) hereunder shall have been paid; and provided that the Bureau may pursue such other remedies, legal or administrative, as may be authorized.

(c) Repair and maintenance, as herein required, shall mean normal upkeep and maintenance necessary to preserve, protect, and prolong the useful life of the improvements, but shall not include major repairs where the damage is due to floods, earthquakes, or other acts of God, or fire not the result of fault or negligence of the cooperator(s) as determined by the authorized officer.

5. IT IS FURTHER AGREED:

(a) This agreement does not convey right, title, or interest in any lands or resources held by the United States.

★ (b) Title to nonstructural or nonremovable improvements authorized by this agreement shall be in the United States of America.

(c) Title to structural or removable improvements authorized by this agreement shall be shared by the United States and the cooperator(s) in proportion to the actual amount of their respective contribution to the initial construction of said improvements. The improvements may be removed, in whole or in part, during the term of this agreement or any extension thereof, by mutu-

al consent of the parties or by direction of the authorized officer; such removal shall be made by the cooperator(s), or by the Bureau at its option. During the course of salvaging material, the United States assumes no responsibility for the protection or preservation of said material. Upon removal of the improvements, any salvageable materials, after deducting an amount to compensate for the actual cost of removal, shall be available for distribution to the parties then subject to this agreement in proportion to the actual amount of their respective contributions to the initial construction of the improvements. The parties shall take possession and remove their portion of the salvaged materials within one hundred and eighty (180) days after first notification in writing that such material is available; upon failure to do so within the time allowed, the materials shall be deemed to have been abandoned and title there-to shall thereupon vest in the United States.

(d) In the event lands containing improvements described under (a) or (b) above are devoted to another public purpose which precludes grazing, including disposal, the cooperator(s) shall be entitled to compensation for the adjusted value of the cooperator's contribution to the improvements.

6. If the cooperator(s) shall assign or transfer any grazing permit or lease embracing the lands upon which the improvements are constructed or in connection with which they are used, the cooperator(s) shall include in such assignment or transfer his interest in this Cooperative Agreement. Before the assignee or transferee will be recognized as successor to the cooperator(s)'s interest hereunder, such assignee or transferee will be required by the authorized officer to accept an assignment of this agreement and agree to be bound by the provisions respecting the use and maintenance of the improvements.

7. The cooperator(s) use of the improvements will be in conformance with any special conditions, the grazing permit(s) or lease(s), and regulations of the Secretary of the Interior.

8. This agreement shall not accord to cooperator(s) any preference, privilege, or consideration with respect to any grazing permit or lease not expressly provided herein or in the rules and regulations governing such grazing permit or lease.

9. Items 2, 3, and 4(a) of this agreement may be modified or cancelled by written agreement of the parties, which agreement shall become a part hereof.

10. This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses.

A copy of this order may be obtained from the authorized officer.

11. This agreement shall remain in effect indefinitely from date of signature unless (1) otherwise designated under item 12. Special Conditions, or (2) terminated by

12. Special Conditions

The authorized officer may renegotiate, modify, or terminate this agreement, following consultation with the parties involved, as a result of changes in law, regulation, or national BLM policy.

mutual written consent of parties, or (3) terminated by the authorized officer after notice in writing because of the cooperator(s) default or violation, or (4) terminated by the authorized officer after notice in writing because the improvements are not compatible with adopted land use plans or classification under the public land laws.

COOPERATOR(S)

THE UNITED STATES OF AMERICA

Thomas Williams 8/16/92
(Signature) (Date)
Thomas Williams

State of Idaho

(Signature)

(Date)

District Burley

(Signature)

(Date)

By

Tom Dyer
(Signature)

(Signature)

(Date)

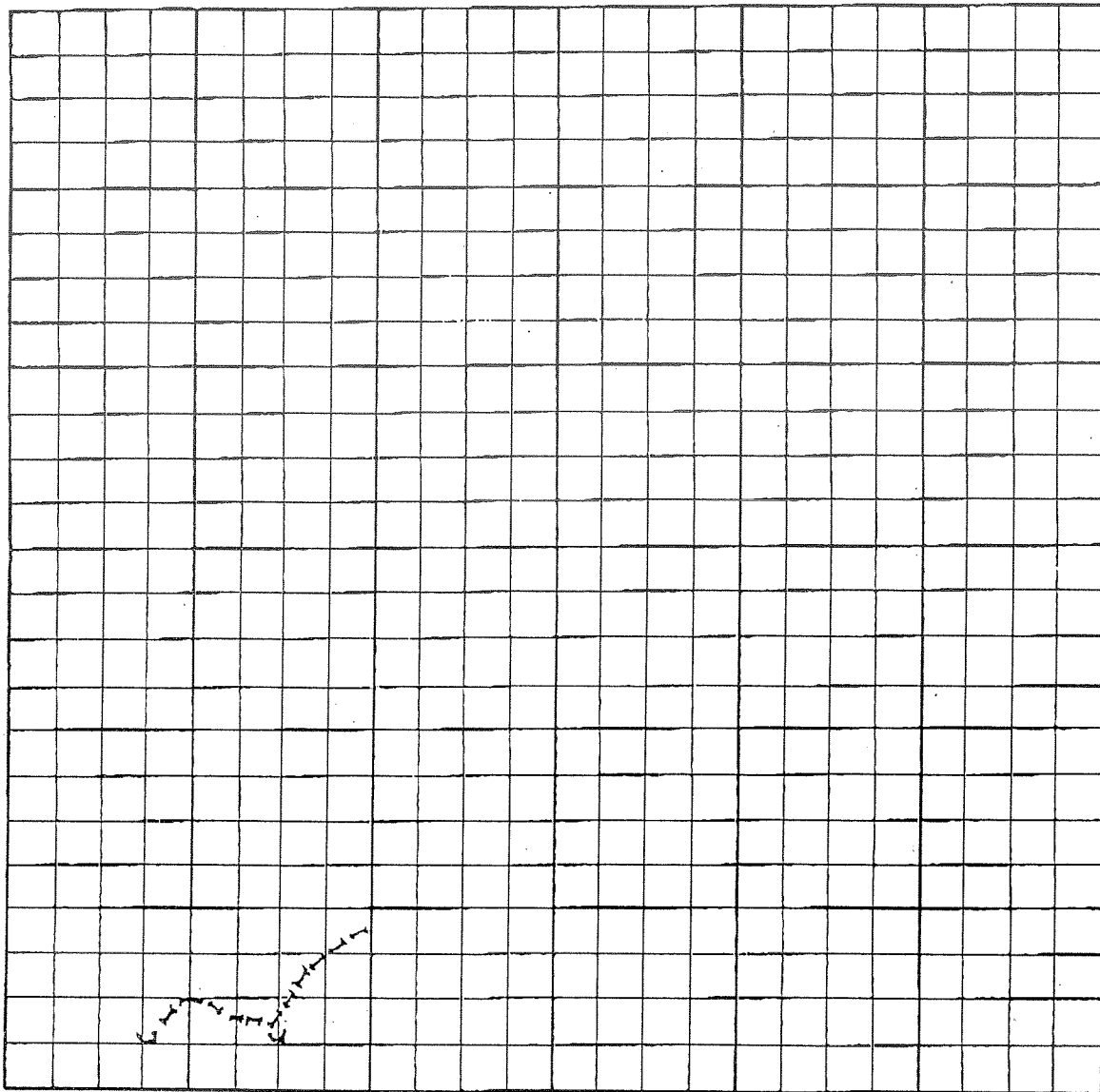
Tom Dyer - Snake River Area Manager
(Title)

(Signature)

(Date)

8/21/92
(Date)

LOCATION PLAT T12S R17E



Scale: inches equals one mile

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

Information is being collected to develop a cooperative agreement for the construction, use, and maintenance of range improvements on its public lands.

Information will be used to document the specific participation of each cooperator on the range improvement(s) to be accomplished under the cooperative agreement. By signature, each cooperator agrees to participate in the manner specifically described in the agreement.

Response to this request is voluntary.

★U.S.GPO:1985-0-461-986/33056

ADDITION TO COOPERATIVE AGREEMENT FOR RANGE IMPROVEMENT PROJECT NUMBER 5424

The United States of America (hereinafter "United States") and W. T. Williams, Inc., agree and stipulate to resolve a dispute concerning the U.S. Bureau of Land Management's (hereinafter "BLM") "Application For Permit To Appropriate The Public Waters Of The State Of Idaho" (hereinafter "application") 47-08433 as follows:

STIPULATION

WHEREAS, the United States and W. T. Williams, Inc., recognize that for application 47-08433 the "Point of Diversion" is located on land owned by W. T. Williams, Inc., and all "Places of Use" applied for are on land owned by the United States; and,

WHEREAS, the United States and W. T. Williams wish to resolve the matter regarding ownership of application 47-08433 (and the water right that is presumed to result from this application) without a hearing conducted by the Idaho Department of Water Resources (hereinafter "IDWR"), expense, and delay;

THEREFORE, W. T. Williams, Inc., and the United States stipulate and agree as follows:

1. The parties agree that the United States is the sole owner of application 47-08433 and the water right that is presumed to result from this application.
2. The United States recognizes that the "Point of Diversion" for application 47-08433 is on land owned by W. T. Williams, Inc. The parties agree and stipulate that water delivered to the "Places of Use" for water right 47-08433 (assumes approval of the

application by IDWR) is by mutual agreement of the parties. The parties further agree that W. T. Williams, Inc., retains the discretion to regulate water delivery, except as follows. The parties agree that delivery of water from the "Point of Diversion" may be terminated by either party: *Provided*, the party desiring to terminate water delivery provides 30 days written notice of termination. The United States agrees and stipulates that the United States will not receive any vested interest in the lands owned by W. T. Williams, Inc., by virtue of water right 47-08433 (assumes approval of the application by IDWR).

3. If the grazing permit issued by the BLM to W. T. Williams, Inc., shall ever lapse, be canceled, or be terminated, and is not renewed, then the United States shall cooperate in the transfer of water right 47-08433 (assumes approval of the application by IDWR) to W. T. Williams: *Provided*, that W. T. Williams, Inc., shall administratively transfer the places of use located on lands owned by the United States to lands owned by W. T. Williams, Inc.

4. Neither party shall be required to pay any compensation to the other in connection with the transfer of water right 47-08433 (assumes approval of the application by IDWR) to W. T. Williams. Neither party shall be required to pay any compensation to the other in connection with the administrative transfer of places of use from lands owned by the United States to lands owned by W. T. Williams, Inc.. All costs associated with filing a Notice of Change of Ownership with IDWR, and all costs associated with filing for the administrative transfer of places of use with IDWR, shall be borne by W. T. Williams, Inc.

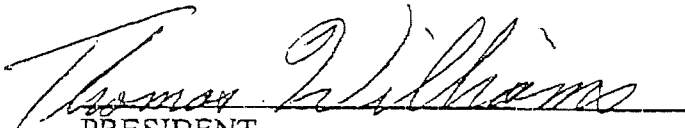
5. Nothing in this stipulation shall prevent the BLM from administering the use of a grazing allotment and its associated water rights in accordance with applicable law, including taking such administrative actions as changing the boundaries of grazing allotments or modifying or terminating BLM-issued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

6. This stipulation was reached through negotiations for the purpose of resolving this dispute. All parties agree that no offers and/or compromises made in the course of the negotiations regarding water right 47-08433 (assumes approval of the application by IDWR) mentioned in this document shall be construed as admissions against interest or be used in any legal proceeding.

7. The parties agree to bear their own costs and any attorney fees in connection with this matter.

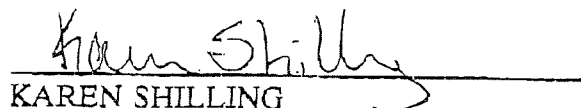
8. This stipulation was entered into and executed voluntarily by all parties in good faith, and without any fraud, misunderstanding, overreaching, misrepresentation, duress, or undue influence.

W. T. WILLIAMS, INC.


PRESIDENT

DATED: Oct 21, 1999

UNITED STATES OF AMERICA
DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT


KAREN SHILLING
Acting Burley Field Office Manager

DATED: 10-22-99

47-13230A; W. T. Williams Inc

POUs on BLM:

- This claim violates the terms of the Stockwater Stipulation and Joint Motion for Order Approving Stipulation signed by the United States and the claimant that was filed with the court on August 29, 2002.
- This claim violates Cooperative Agreement #32524 Stipulated Agreements.

