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Attorney for Shoshone-Bannock Tribes

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

In Re SRBA	)	Water Right Claim: 27-11317
	)	
	)	
Case No. 39576	)	SETTLEMENT AGREEMENT
_____	)	

The Shoshone-Bannock Tribes ("Tribes") and Alma A. Hubbard, do hereby agree to settle claims for Stockwater use for the above-entitled water right as follows:

1. The Tribes filed objections to Alma A. Hubbard's water right in the above-entitled subcase (the "Water Right").
2. The Tribes' objection was based on two issues. The first concerned the lack of an annual volumetric limitation of the Claimant's Stockwater right no. 27-11317. The second concerned the period of year of the claimant's irrigation water right.
3. The volumetric limit for Stockwater use for this water right has been agreed to as follows:

<u>Water Right No.</u>	<u>Purpose of Use</u>	<u>Period of Use</u>	<u>Quantity</u>
27-11317	Stockwater	01-01-12/31	8.03 AFY

Remarks: The combination of rights 27-0076 and 27-11317 shall not exceed a total combined annual diversion volume of 8.03 AFY for stockwater use.

Note: Calculation is based on 350 cow/calf pairs for 365 days and 14 bulls for 365 days

The parties agree that this element will be included on the water right.

4. The signatories agree that this Agreement is binding upon them and precludes them from taking a contrary position with respect to above-entitled subcase in this or any other proceeding.

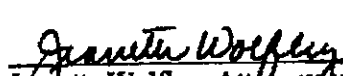
5. The parties acknowledge that there still may remain outstanding objections by the Shoshone-Bannock Tribes and the objections by the United States Bureau of Indian Affairs to the lack of volume and any responses by the State of Idaho.

6. This Agreement does not create a precedent for settlement of other disputes or outstanding objections.

7. The Agreement has been reached through good faith negotiations for the purpose of resolving legal disputes.

Dated this _____ day of _____, 2008.

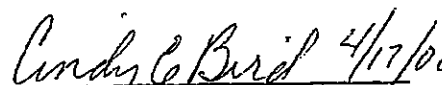
 3/26/2008
Scott Smith, Attorney at Law
Representing Alma A. Hubbard

 3/21/08
Jeanette Wolfley, Attorney at Law
For the Shoshone-Bannock Tribes

 4/4/08
Peter Monson
For U.S. Department of Justice

 4/17/08
David J. Barber
Deputy Attorney General
For the State of Idaho

IDWR Concurrence:

 4/17/08
Cindy Bird Date
Senior Water Resource Agent

 4/16/08
Garrick L. Baxter Date
Deputy Attorney General, IDWR

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on this 18th day of April, 2008, I caused to be mailed postage prepaid, at true and correct copy of the **SETTLEMENT AGREEMENT** to the following:

Original To:

Clerk of the District Court ** Via Fax*
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

Copies to:

Scott Smith
PO Box 1391
Pocatello, ID 83204-1391

Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div
550 W Fort Street, MSC 033
Boise, ID 83724

Chief, Natural Resources Division
Office of Attorney General
PO Box 44449
Boise, ID 83711-4449

