



U.S. Department of Justice

Environment and Natural Resources Division

PCM:DAJ

90-6-2-63

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April 22, 2008

RECEIVED
APR 28 2008
DEPARTMENT OF
WATER RESOURCES

via FedEx mail

Diana R. Delaney, Chief Deputy Clerk
Snake River Basin Adjudication
DISTRICT COURT
253 Third Ave., North
Twin Falls, Idaho 83303-2707

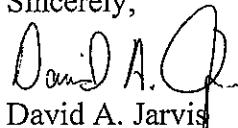
Re: SRBA Case No. 39576
Subcase No. 27-10028

Dear Ms. Delaney:

Enclosed for filing in the above listed subcase is the following original document:

1. **SETTLEMENT AGREEMENT.**

Sincerely,


David A. Jarvis
Paralegal

Enclosure

Jeanette Wolfley, ISB #3948
Attorney At Law
202 North Arthur
Pocatello, ID 83204
(208) 232-1922
Facsimile: (208) 232-7472
wolfleyj@ida.net

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: 27-10028
	)	
	)	
Case No. 39576	)	SETTLEMENT AGREEMENT
	)	

The Shoshone-Bannock Tribes ("Tribes") and Leon J. & Bonnie P Gardner, do hereby agree to settle claims for Stockwater use for the above-entitled water right as follows:

1. The Tribes filed objections to Leon J. & Bonnie P Gardner's water right in the above-entitled subcase (the "Water Right").
2. A part of the Tribes objection was based on the lack of an annual volumetric limitation of the Claimant's Stockwater use on water right no. 27-10028.
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>
27-10028	Stockwater	3/1-11/30	7.52 AFY <i>2/4 pcm</i> 8.4 AFY <i>2/4 pcm</i>

Remarks:

Note: Calculation is based on 500 cow/calf pairs for 275 days. *275*

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.

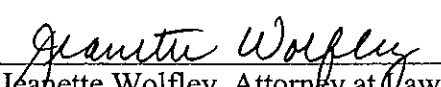
5. The parties acknowledge that there still may remain outstanding objections by the Shoshone-Bannock Tribes and the objections by the United States Bureau of Indian Affairs to the lack of volume and any responses by the State of Idaho.

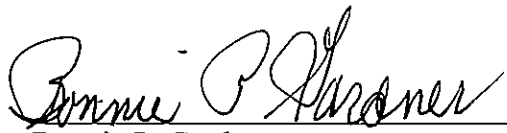
6. This Agreement does not create a precedent for settlement of other disputes or outstanding objections.

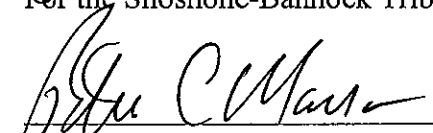
7. The Agreement has been reached through good faith negotiations for the purpose of resolving legal disputes.

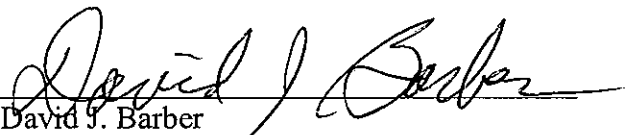
Dated this 23rd day of April, 2008.


Leon J. Gardner

 4/16/08
Jeanette Wolfley, Attorney at Law
For the Shoshone-Bannock Tribes


Bonnie P. Gardner


Peter Monson
For U.S. Department of Justice


David J. Barber
Deputy Attorney General
For the State of Idaho

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23rd day of Apr. 1, 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
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

Copies to:

Leon J & Bonnie P Gardner
469 E 400 N
Blackfoot, ID 83221

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