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DEPARTMENT OF
WATER RESOURCES

Names of Parties Filing Document:

UNITED STATES OF AMERICA

THOMAS H. CARLSON
EVELYN R. CARLSON

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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: 74-01619
	)	
Case No. 39576	)	STIPULATION TO RESOLVE
	)	OBJECTION

The United States of America and Thomas H. and Evelyn R. Carlson (the "Claimants")
agree and stipulate to resolve the United States Department of the Interior, Bureau of Land
Management's (the "BLM") objection filed in the above-captioned subcase as follows:

STIPULATION

1. The Claimants agree and stipulate to file an application for right-of-way under the
Federal Land Policy and Management Act of 1976 for a point of diversion ("POD") located on

federal public land¹ within SENE, S19, T15N, R26E, B.M. The Claimants recognize and understand that there is no guarantee or promise implied or inferred by this stipulation that the BLM will approve or grant said right-of-way. The United States agrees and stipulates that the filing of such application shall resolve BLM's objection to the designation of public land as the POD for the water right claim at issue in the above-captioned subcase.

2. The United States further agrees and stipulates that upon the Claimants' filing of the application described in paragraph 1, above, the United States shall file a Notice of Voluntary Dismissal of Objection with the Snake River Basin Adjudication Court that will allow the water right claim at issue in the above-captioned subcase to proceed to partial decree in accordance with the recommendation issued by the Idaho Department of Water Resources ("IDWR") in the Director's Report for Irrigation & Other Claims in Basin 74 on January 19, 2006. The Claimants stipulate and agree that no right, title, interest, or economic expectation of use accrues to the Claimants outside of the terms of any grant of right-of-way that may be issued, or due to the description of a POD on federal public land in the water right at issue in the above-captioned subcase.

3. If, for whatever reason, the Claimants withdraw their application for right-of-way or the BLM denies the Claimants' application for right-of-way, terminates an issued right-of-way according to its terms, or an issued right-of-way grant expires and is not renewed, then the BLM agrees to allow the Claimants the opportunity to move the POD described in paragraph 1, above, to

¹ In this Stipulation, the term "public land" 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).

a location on privately owned land pursuant to an application for transfer filed with IDWR under the provisions of Idaho Code § 42-222. The Claimants must apply for said transfer within forty-five (45) days of the Claimants withdrawing their application for right-of-way, or of any BLM decision denying the Claimants' application for right-of-way, terminating an issued right-of-way according to its terms, or from the date an issued right-of-way expires. The Claimants agree and stipulate that all costs incurred in seeking such transfer shall be borne by the Claimants.

4. The Claimants agree and stipulate that if the transfer described in paragraph 3, above, is not filed with IDWR within the defined time period, or the POD that is the subject of the transfer described in paragraph 4 is not successfully transferred off of public land upon completion of the transfer, then the water right claim at issue in the above-captioned subcase shall be deemed forfeited. The Claimants further stipulate and agree that the United States shall be released and held harmless from loss, injury, damage and/or reduction in value of water rights or associated property should the Claimants' withdraw their application for right-of-way, the application for right-of-way be denied, an issued right-of-way is terminated according to its terms, an issued right-of-way expires and is not renewed, or IDWR does not allow the transfer of the POD to privately owned land and the water right at issue in the above-captioned subcase is deemed forfeited.

5. The parties agree that nothing in this stipulation shall prevent the BLM from administering the use of federal public land and its associated water rights in accordance with applicable law, including modifying or terminating land use authorizations.

6. The parties agree that nothing in this stipulation forecloses future administrative or judicial action by the United States in relief of, or as a consequence of, the unauthorized use of federal public lands, including, but not limited to, actions for past rent, rehabilitation of used land,

or trespass.

7. 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.

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

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

CLAIMANTS:

THOMAS H. CARLSON



THOMAS H. CARLSON

DATED: 4-21-08

EVELYN R. CARLSON



EVELYN R. CARLSON

DATED: 4-21-08

OBJECTOR:

UNITED STATES OF AMERICA



LARRY A. BROWN

Of Attorneys for the United States

DATED: 4/25/08

CERTIFICATE OF SERVICE

I certify that on 4/25/, 2008, I served a true and correct copy of foregoing **STIPULATION TO RESOLVE OBJECTION; SUBCASE NUMBER: 74-01619** upon the following individuals by placing the document in the United States Mail in Washington, D.C., postage paid, and addressed as follows:

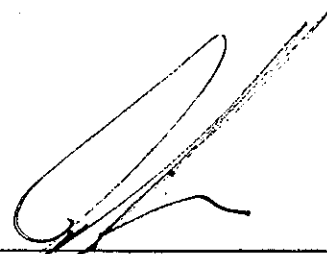
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Signature of person serving documents