

APR - 8 2010

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

By

Clerk

Deputy Clerk

In Re SRBA

Subcase Nos. 47-16848

Case No. 39576

STANDARD FORM 5

This form is used to report the stipulated elements of one "domestic and/or stockwater" right acquired under state law and/or federal reserved water right. Submission of this form will not automatically resulting the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be decreed as described in the attached water right description. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

CLAIMANT:

Joseph E. Tugaw

OBJECTOR:

State of Idaho
Department of Lands



Travis L. Thompson
Attorney for Claimant

9/1/10

Date

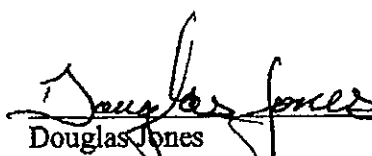


David I. Stanish
Deputy Attorney General

2/10/10

Date

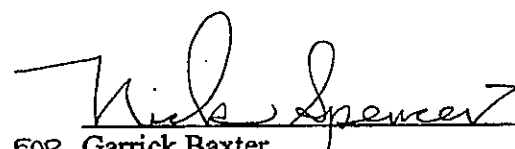
IDWR Concurrence:



Douglas Jones
Technical Engineer

2/10/10

Date



FOR Garrick Baxter
Deputy Attorney General

4-5-10

Date

CERTIFICATE OF MAILING

I certify that on April 7, 2010, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

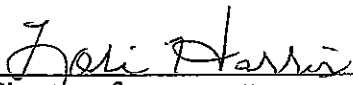
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P. O. Box 2707
Twin Falls, Idaho 83303-2707

2. Copies to:

STATE OF IDAHO DEPT OF LANDS
Represented by:
STATE OF IDAHO
JRW BUILDING, SECOND FLOOR
700 W STATE ST, PO BOX 44449
BOISE, ID 83711-4449

JOSEPH E. TUGAW
Represented by:
TRAVIS L THOMPSON
113 MAIN AVE W, STE 303
PO BOX 485
TWIN FALLS, ID 83303-0485

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098



Signature of person or attorney mailing the form

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

Right Number: 47-16848

Name and Address: JOSEPH E TUGAW
3277 WOODRIDGE DR
TWIN FALLS, ID 83301

STATE OF IDAHO
DEPARTMENT OF LANDS
300 N. 6TH ST.
P.O. BOX 83720
BOISE, ID 83720-0050

Source: SPRING Tributary: SINKS

Quantity: .02 CFS

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

Priority Date: 06-01-1872

Diversion Point: T12S R18E S16 NWSWNE Within Cassia County
T12S R18E S16 SENESW Within Cassia County

Purpose and Period of Use:	<u>Purpose of Use</u>	<u>Period of Use</u>	<u>Quantity</u>
	Stockwater	04/01 11/01	0.02 CFS

Place of Use:	<u>Stockwater in Cassia County</u>		
	T12S R18E S16	SWNE	T12S R18E S16 NESW

Other Provisions Necessary for Definition / Administration of this Water Right:

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

The ownership of water right no. 47-16848 is governed by a private agreement executed
by the Idaho Department of Lands and Joseph E. Tugaw dated February 4, 2010.

Access to the point of diversion and place of use of water right no. 47-16848 is governed
by a private agreement executed by the Idaho Department of Lands and Joseph E. Tugaw
dated February 4, 2010

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

THIS RIGHT HAS BEEN RENUMBERED FROM 45-12905.

**PRIVATE SETTLEMENT AGREEMENT BETWEEN THE STATE OF IDAHO,
DEPARTMENT OF LANDS, AND JOSEPH E. TUGAW**

THIS AGREEMENT is entered into by and between the State of Idaho, Department of Lands, and Joseph E. Tugaw.

IN CONSIDERATION OF THE PROMISES STATED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

I. DEFINITIONS

- A. The term "IDL" means the State of Idaho, Department of Lands, 300 N. 6th St., P.O. Box 83720, Boise, Idaho, 83720-0050, by and through its authorized representatives.
- B. The term "IDWR" means the State of Idaho, Department of Water Resources, 322 E. Front Street, P.O. Box 83720, Boise, Idaho 83720-0098.
- C. The term "Lessee" means Joseph E. Tugaw, 3277 Woodridge Drive, Twin Falls, Idaho 83301, by and through its authorized representatives.
- D. The term "Lease No. G-7084" means State of Idaho State Land Lease No. G-7084, executed on December 12, 2001 with a term commencement date of January 1, 2002 and with a term expiration date of December 31, 2011, or, in the event the lease is renewed, a term expiration date of the successor lease.

II. RECITALS AND PURPOSE OF AGREEMENT

- A. IDL acquired the following lands from the United States as follows:

Acquisition Document	Date	Legal Description	Acres
State Grant	July 3, 1890	T12S R18E S16	640

- B. Lessee has claimed portions of the lands described above as including the point of diversion and place of use for water right no. 47-16848.
- C. IDL leases the lands described above to Lessee in accordance with Lease No. G-7084, which states in Attachment B, Section 17 as follows:

WATER RIGHTS

The establishment of any water right or rights shall be by and for the lessor, and no claim thereto shall be made by the lessee; such rights shall attach to and become appurtenant to said land. The lessee shall not cause any water to be conveyed off the land without the prior written approval of the lessor.

D. The purpose of this agreement is to describe what happens upon the expiration, termination, or otherwise ending of Lease No. G-7084.

III. EXPIRATION, TERMINATION, OR OTHERWISE ENDING OF LEASE NO. G-7084

A. In the event of the expiration, termination, or otherwise ending of Lease No. G-7084, any ownership interest held by Lessee in water right no. 47-16848 shall automatically cease and IDL shall become the sole owner of water right no. 47-16848.

B. In the event of the expiration, termination, or otherwise ending of Lease No. G-7084, Lessee shall have no right or privilege to access the lands described above in Paragraph II.A for use of water right no. 47-16848.

IV. TERM

A. This Agreement shall take effect when executed by both parties hereto.

B. This Agreement shall continue in effect until a period of five years from the date of the expiration, termination, or otherwise ending of Lease No. G-7084.

C. These term limits are in no way to be interpreted as extinguishing, limiting, or otherwise affecting the provisions and agreements of Paragraph III of this Agreement.

V. ALTERATION

Any change in this Agreement shall be in writing signed by an authorized representative of both parties.

VI. GOVERNING LAW

Both parties agree that this Agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho.

VII. ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES

No party shall assign a right under this Agreement or delegate a duty under this Agreement without the prior written consent of the other.

VIII. ENTIRE AGREEMENT

This Agreement sets forth all the covenants, promises, provisions, agreements, conditions, and understandings between the parties and there are no covenants, provisions, promises, agreements, conditions, or understandings, either oral or written between them other than are herein set forth.

IX. EFFECT OF SECTION HEADINGS

The section headings appearing in this contract are not to be construed as interpretations of the text but are inserted for convenience and reference only.

X. DUPLICATE ORIGINALS

This Agreement is executed in duplicate. Each of the two (2) Agreements with an original signature of each party shall be an original.

IN WITNESS WHEREOF the parties executed this contract on the date following their respective signatures.

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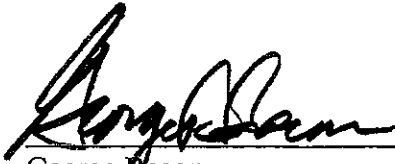
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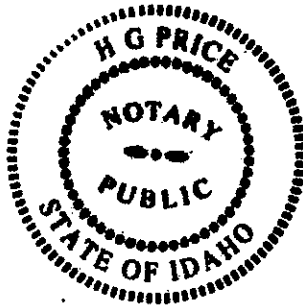
IDAHO DEPARTMENT OF LANDS


George Bacon

STATE OF IDAHO)
 :S
COUNTY OF ADA)

On this 4th day of February in the year 2010, before me a Notary Public in and for said State, personally appeared George Bacon, known to me to be the Director, that executed the within instrument, and acknowledged to me that the State of Idaho Department of Lands executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.



H G Price
Notary Public for Idaho
Residing at Middleton
My commission expires: 03/18/16

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LESSEE

Sign:

Joseph E. Tugaw

Date:

1/25/10

Print:

Joseph E. Tugaw

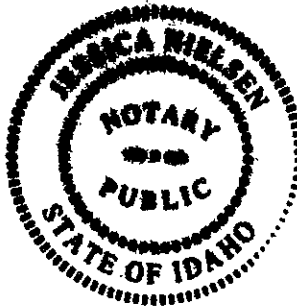
Position:

STATE OF Idaho

COUNTY OF Twin Falls

On this 25 day of January in the year 2010, before me a Notary Public in and for said State, personally appeared Joseph E. Tugaw known to me to be Joseph E. Tugaw, that executed the within instrument and acknowledged to me that Joseph E. Tugaw executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and seal on the day and year last above written.



Jessica Nielsen
Notary Public for Idaho

Residing at Twin Falls

My commission expires: 4/3/12

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ATTACHMENT I

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

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3277 WOODRIDGE DR
TWIN FALLS, ID 83301

STATE OF IDAHO
DEPARTMENT OF LANDS
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BOISE, ID 83720-0050

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T12S R18E S16 SWNE T12S R18E S16 NESW

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dated

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rights or for the efficient administration of the water rights as may be ultimately
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Section 42-1412(6), Idaho Code.

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