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DEPARTMENT OF
WATER RESOURCES

Names of Parties Filing Document:

UNITED STATES OF AMERICA

KENNETH R. WALTERS
TAMMIE WALTERS

Attorneys' Names and Addresses:

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Attorneys for the United States

**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 Numbers: 77-04089 and 77-04219
	)	
Case No. 39576	)	STIPULATION TO RESOLVE
	)	OBJECTIONS
_____	)	

The United States of America ("United States") and Kenneth R. and Tammie Walters ("Claimants") agree and stipulate to resolve the United States Department of the Interior, Bureau of Land Management ("BLM") objections filed in the above-captioned subcases as follows:

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STIPULATION

1. The parties agree and stipulate to “split” Water Right Claim Numbers 77-04089 and 77-04219. The Claimants shall hold title to the portions of these water right claims with places of use that describe private land under Water Right Claim Numbers 77-04089A and 77-04219A; and the United States shall hold title to the portions of these water right claims with places of use that describe federal public land¹ under Water Right Claim Numbers 77-04089B and 77-04219B. The subject federal public land places of use are described as follows:

T24N, R01E, S14, Lot 22 (NWSE) 3.00 acres

2. The United States and the Claimants agree and stipulate that the parties shall execute Standard Forms 5 in the aforementioned subcases to effectuate the terms of this agreement.

3. Within thirty (30) days of the date this Stipulation is filed with the SRBA District Court, the Claimants agree and stipulate to apply for a BLM issued land use authorization to conduct irrigated agricultural use of the federal public land described in paragraph 1, above. 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 application for land use authorization. If a BLM issued land use authorization is approved, then the Claimants may utilize Water Right Numbers 77-04089B and 77-04219B consistent with such land use authorization and applicable state laws. The Claimants further agree that no right, title, interest, or economic expectation of use accrues to the Claimants due to the use of federal public land for agricultural purposes or

¹In this Stipulation, the term “public lands” 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).

from the use of water rights described herein for that purpose.

4. If, for whatever reason, the Claimants don't file for or they withdraw their application for land use authorization, or the BLM denies the Claimants' application for a land use authorization or terminates an issued land use authorization, or an issued land use authorization expires and is not renewed, then the BLM agrees to allow the water rights used on the federal public land described in paragraph 1 to be transferred off of federal public land pursuant to I.C. § 42-222, and then convey title to the Claimants of that portion of the water rights successfully transferred off federal public land. The Claimants agree and stipulate to apply for said transfer within ninety (90) days of the date: the Claimants fail to file an application for land use authorization as described in paragraph 3 above; or the Claimants withdraw their application for land use authorization; or of any BLM decision denying the Claimants' application for land use authorization; or of termination of an issued land use authorization according to its terms; or from the date an issued land use authorization expires. The Claimants agree and stipulate that the Claimants shall not assume title to any places of use which describe public land pursuant to the aforementioned transfer. All costs incurred for seeking such transfer shall be borne by the Claimants.

5. The Claimants agree and stipulate that if the Claimants don't file for or they withdraw their application for land use authorization, or the BLM denies the Claimants' application for a land use authorization or terminates an issued land use authorization, or an issued land use authorization expires and is not renewed, and the transfer described in paragraph 4 is not filed with the Idaho Department of Water Resources (the "IDWR") within the defined time period or the water rights that are the subject of the transfer described in paragraph 4 are not successfully

transferred off of federal public land upon completion of the transfer, then the water right(s) remaining on federal public land (or portion thereof) shall be deemed abandoned, forfeited and no longer legally valid. The United States shall be released and held harmless from loss, injury, damage and/or reduction in value of water rights should the Claimants' application for land use authorization be denied, or the Claimants do not file an application for a land use authorization, or the Claimants withdraw their application for land use authorization, or an issued land use authorization is terminated according to its terms, or an issued land use authorization expires and is not renewed, or IDWR does not allow the transfer of all (or portion thereof) of the water rights that are the subject of the transfer described in paragraph 4 and the water rights, in whole or in part, are deemed abandoned, forfeited and no longer legally valid.

6. 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.

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 /OBJECTORS:

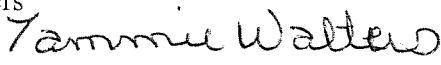
KENNETH R. WALTERS

TAMMIE WALTERS



DATED: 5-1-11

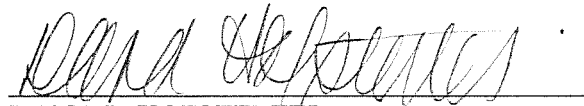
Kenneth R. Walters

Tammie Walters 

5-1-11

P.O. Box 31

Riggins, Idaho 83549



DATED: 5-6-11

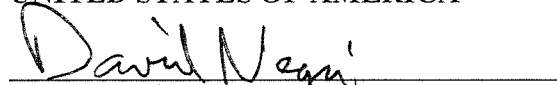
DANA L. HOFSTETTER

Hofstetter Law Office, LLC

Attorney for Claimants

OBJECTOR:

UNITED STATES OF AMERICA



DATED: 5-12-11

DAVID L. NEGRI

Attorney for the United States

CERTIFICATE OF SERVICE

I certify that on ^{May}~~April~~ 12, 2011, I served a true and correct copy of foregoing **STIPULATION TO RESOLVE OBJECTIONS; SUBCASE NUMBERS: 77-04089 and 77-04219** upon the following individuals by placing the document in the United States Mail in Boise, Idaho, postage paid, and addressed as follows:

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

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Person serving documents