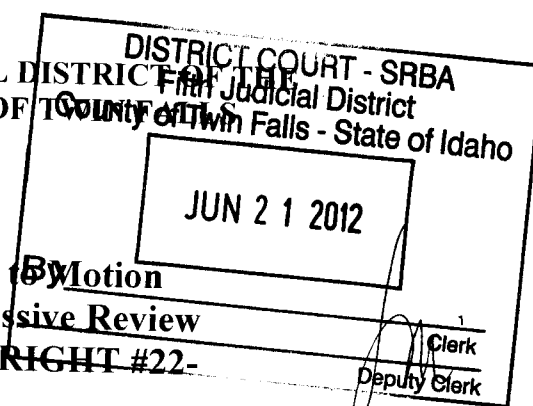


IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE SRBA

CASE NUMBER 39576

Response to Motion
for Permissive Review
WATER RIGHT #22-
13509



Mr. Harris has several times tried to assert that I stipulated on the record to his clients right, 22-13509. I did not. In First Sec. Bank v. Neibaur, 98 Idaho 598, 570 P.2d 276 (1977), intent to stipulate was a key factor. In the hearings cited by Mr. Harris, it is clear that I had no intention of deciding anything at those times. Although I tried to remain positive about the possibility that the Paradise Springs settlement agreement ("settlement agreement") would still be all right for some of the other claimants, I certainly did not stipulate nor did I intend to stipulate to the SF-5 of 22-13509.

In Kohring v Robertson, 137 Idaho 94, 44 P.3d 1149 (2002), the agreement made in open court has one key characteristic: it set out in detail each of the material elements of the agreement. We certainly did not go over each of the elements of 22-13509 during any hearing.

To respond to Mr. Harris' arguments more directly, when I stated on the record that I agreed with the right if it was the same as the settlement, what I obviously meant if you listen to everything in context was that if the settlement was what I remembered, then I thought I could agree. There are many Millers with Paradise Springs water rights that were part of the settlement agreement. It is very easy to confuse things when talking about these rights. The way the settlement read was different than my memory. I therefore did not agree with 22-13509.

CONCLUSION

I did not agree to the settlement of right 22-13509. There is not enough evidence of an agreement to enforce an oral stipulation on this matter.

A handwritten signature in black ink, appearing to read "MIC T D", written over a horizontal line.

Michael L Reid

Copies to: Rob Harris, TJ Budge, IDWR