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DEPARTMENT OF
WATER RESOURCES

Names of Parties Filing Document:

UNITED STATES OF AMERICA

J. R. SIMPLOT SELF-DECLARATION OF
REVOCABLE TRUST

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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

Case No. 39576

) Subcase Numbers: 47-00039B, 47-00044B
)
) **STIPULATION TO RESOLVE**
) **OBJECTIONS**
)
)

The United States of America ("United States"), J.R. Simplot Self-Declaration of Revocable Trust ("Claimant") and Devil Creek Ranch, Incorporated ("Claimant") 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:

STIPULATION

1. The parties agree and stipulate that the Claimants shall continue to hold title to the portions of these water right claims that describe places of use on federal public land¹ under water right claims 47-00039B and 47-00044B. The Claimants further agree that no right, title, interest, or economic expectation of use accrues to the Claimants due to the use of range improvements located on federal public land for grazing purposes or from the use of water rights described herein for that purpose, and that any action by any federal authority to limit, modify, revoke, or terminate any use of federal land, improvements thereon, or the water rights described herein shall not be construed to be a taking, in whole or in part, of any water right or property interest held by Claimants.

2. Within thirty (30) days of the date this Stipulation is filed with the SRBA District Court, the Claimants agree and stipulate that they will apply or otherwise initiate proceedings with the local BLM Field Office to seek authorization of pipeline segments and troughs which are not currently authorized under existing Cooperative Range Improvement Agreements associated with the interconnected pipeline and trough system known as the House Creek Pipeline. The Claimants recognize and understand that there is no guarantee or promise implied or inferred by this Stipulation that the BLM will authorize each pipeline segment or trough which is not currently authorized. The parties agree and stipulate that nothing in this Stipulation shall be construed as an authorization of any pipeline segment or trough that is associated with

¹In 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).

the interconnected pipeline system known as the House Creek Pipeline which is currently not authorized.

3. The parties agree and stipulate to file Standard Forms 5 (SF-5) with the Snake River Basin Adjudication ("SRBA") Court to effectuate the terms of this Stipulation upon completion of the authorization process described in paragraph 2, above.

4. If the Claimants no longer wish to supply water to the pipeline in the future, or BLM modifies or otherwise terminates all or portions of the pipeline system, or a BLM-issued decision permanently modifies or terminates grazing within the affected allotments, then the BLM agrees to allow the water rights described herein to be transferred off of federal public land to private land pursuant to I.C. § 42-222. The Claimants agree and stipulate to apply for said transfer within ninety (90) days of the date of such termination or modification of a BLM-issued authorization, including but not limited to a Range Improvement Agreement. The Claimants agree and stipulate that the Claimants shall not retain title to any places of use under the water rights described herein that are not authorized by BLM after said transfer is complete. All costs incurred for seeking such transfer shall be borne by the Claimant.

5. The Claimant agrees and stipulates that if BLM modifies or terminates any BLM-issued authorization, or a BLM-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 transfers described in paragraph 4 are not successfully transferred off of federal public land, the places of use remaining on federal public land (or portion thereof) shall be deemed abandoned, forfeited

and no longer legally valid, and the United States shall be released and held harmless from any loss, injury, damage and/or reduction in value of water rights resulting therefrom.

6. The Claimants agree and stipulate that water under water right claim numbers 47-00039B and 47-00044B shall be available to all BLM-authorized federal grazing permittees operating in the federal grazing allotments and pastures served by the interconnected pipeline system known as House Creek Pipeline, so long as the Claimants are authorized grazing permittees in the allotments served by the pipeline system and the other authorized grazing permittees are signatories or assignees to the Cooperative Range Improvement Agreement that authorizes the interconnected pipeline system.

7. BLM agrees and stipulates that BLM-authorized federal grazing permittees shall continue to have access to the authorized portions of the interconnected pipeline system known as House Creek Pipeline to the extent, degree and periods authorized by BLM in writing by the Authorized Officer. Such authorizations include but are not limited to Range Management Plans, Grazing Permits and Range Improvement Agreements.

8. The parties agree that nothing in this Stipulation shall prevent the BLM from administering, or impede the authority of the BLM to manage, the use of federal public land, its range improvements, or its water rights in accordance with applicable law, including modifying or terminating land use authorizations, grazing permits or range improvement agreements.

9. 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.

10. 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.

11. 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.

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

CLAIMANT: 47-00039B

J. R. SIMPLOT SELF-DECLARATION OF REVOCABLE TRUST

Ronald N. Graves
RONALD N. GRAVES, Trustee

DATED: *August 27, 2012*

Of Attorneys for J. R. Simplot Self-Declaration of Revocable Trust

CLAIMANT: 47-00044B

DEVIL CREEK RANCH, INCORPORATED

Ronda K Macaw
RONDA K MACAW, President

DATED: *August 26, 2012*

OBJECTOR:

UNITED STATES OF AMERICA

David L. Negri
DAVID L. NEGRI

DATED: *8/28/12*

Attorney for the United States

CERTIFICATE OF SERVICE

I certify that on August 28, 2012, I served a true and correct copy of foregoing **STIPULATION TO RESOLVE OBJECTIONS** upon the following individuals by placing the document in the United States Mail in Boise, Idaho, postage paid, and addressed as follows:

Original to:

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

Copies to:

U.S. Department of Justice
Environment and Natural Resources Division
Natural Resources Section
550 West Fort Street, MSC 033
Boise, Idaho 83724

IDWR Document Depository
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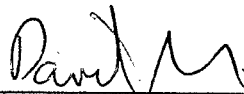
Gray A. Young, attorney
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Representing:

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