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DEPARTMENT OF
WATER RESOURCES

Names of Parties Filing Document:

UNITED STATES OF AMERICA

EDDIE E. BAKER
EDDIE E. BAKER, JR.

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: 72-16778, 72-16779,
	)	72-16780, 72-16780B, and 72-16781B
Case No. 39576	)	
	)	STIPULATION TO RESOLVE
	)	OBJECTIONS

The United States of America ("Objector") and Eddie E. Baker & Eddie E. Baker, Jr.
("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:

STIPULATION

1. The Claimants stipulate and agree that the places of use described below are federal public land.¹

72-16778 and 72-16780:

T09N, R17E, S10, *Lot 3 (NESE), 4.30 acres;

T09N, R17E, S10, *Lot 4 (SESE), 3.70 acres.

72-16780B:

T09N, R17E, S10, Lot 6 (NESE), 4.30 acres;

T09N, R17E, S10, Lot 6 (SESE), 3.70 acres;

T09N, R17E, S14, Lot 4 (NWNW), 3.60 acres.

72-16781B:

T09N, R17E, S01, SESW, 5.30 acres

* The acres described above in Lots 3 and 4 above were resurveyed and now reside in Lot 6.

2. BLM is willing to entertain an application for land use authorization for irrigated agricultural use of the federal public land listed under 72-16780B in paragraph 1 above, pursuant to paragraph 6 below, provided that the Claimants agree and stipulate to immediately cease the application of water on and the agricultural use of other federal public lands shown on the attached map and described as follows:

T09N, R17E, S01, SENE (~0.45 ac);

T09N, R17E, S01, SESW (~5.91 ac);

T09N, R17E, S11, SENE (~0.95 ac);

T09N, R17E, S11, SWSW (~0.18 ac);

T09N, R17E, S11, NWSE (~0.46 ac);

T09N, R17E, S12, NWNW (~2.98 ac);

T09N, R17E, S14, NWSW (~0.50 ac); and

T09N, R17E, S15, NESE (~0.48 ac)

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).

a. Claimants agree and stipulate that the legal land descriptions listed immediately above describe federal public land.

b. Claimants agree and stipulate to immediately cease the application of water on and the agricultural use of the federal public listed immediately above.

c. The parties agree and stipulate that 72-16778 shall be decreed solely in the name of BLM.

d. The parties agree and stipulate to "split" water right claim number 72-16780, which shall be decreed disallowed in favor of the split rights. The Claimants shall be decreed the portions of 72-16780 that describe places of use on private land (i.e. 72-16780A); and the United States shall be decreed the portions of 72-16780 that describe places of use on federal public land (i.e. 72-16780B). The subject federal public land places of use are described as follows:

T09N, R17E, S10, Lot 6 (NESE), 4.30 acres;
T09N, R17E, S10, Lot 6 (SESE), 3.70 acres;
T09N, R17E, S14, Lot 4 (NWNW), 3.60 acres.

e. Claimants agree and stipulate to bear all costs associated with maintaining 72-16778 and 72-16780B in good standing, including but not limited to: assessments, measuring devices, fines, etc.

f. Claimants agree and stipulate to dismiss with prejudice their claim to 72-16781B.

3. The Recommendation prepared by the Idaho Department of Water Resources (IDWR) for water right claim number 72-16779 includes two legal land descriptions in the place of use to which BLM objected. BLM objected to the recommendation of Lot 6 (NENW), S01

on the basis that: "Lot 6 is pvt, but Lot 5 (NENW) is BLM, and shape intrudes into Lot 5.

BLM objected to the recommendation of SENE, S02, T09N, R17E on the basis that: "Mixed: BLM/PVT." The Claimants did not claim any place of use in Lot 5 (NENW), and IDWR has modified its shape file to remove any intrusion into Lot 5. Claimants did not claim any place of use in SENE, S02, T09N, R17E, and IDWR has agreed to remove this description from the place of use. The Claimants and the BLM stipulate and agree that water right claim number 72-16779 shall be decreed with these modifications by IDWR to resolve BLM's objection to this water right claim.

4. 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.

5. 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 2.d., 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 72-16778 and 72-16780B consistent with such land use authorization and applicable state and federal 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 from the use of water rights described herein for that purpose.

7. Claimants agree that a land use authorization is necessary to irrigate federal public land. 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 2.d. to be transferred off of federal public land pursuant to I.C. § 42-222, and to then convey to the Claimants title to the portions 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 6 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.

8. 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 7 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 7 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 in all such instances and the water rights, in whole or in part, shall be deemed abandoned, forfeited and no longer legally valid.

9. The parties agree and stipulate 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.

10. The parties agree and stipulate 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 lands owned by the United States, including, but not limited to, actions for past rent, rehabilitation of used land, or trespass.

11. 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.

12. 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.

13. 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.

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

CLAIMANTS:

EDDIE E. BAKER

EDDIE E. BAKER, JR.



DANIEL V. STEENSON

Sawtooth Law Offices, PLLC

Attorney for Claimants

DATED: 3-19-14

OBJECTOR:

UNITED STATES OF AMERICA



DAVID L. NEGRI

Attorney for the United States

DATED: 6-2-14

CERTIFICATE OF SERVICE

I certify that on June 24th, 2014, 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:

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

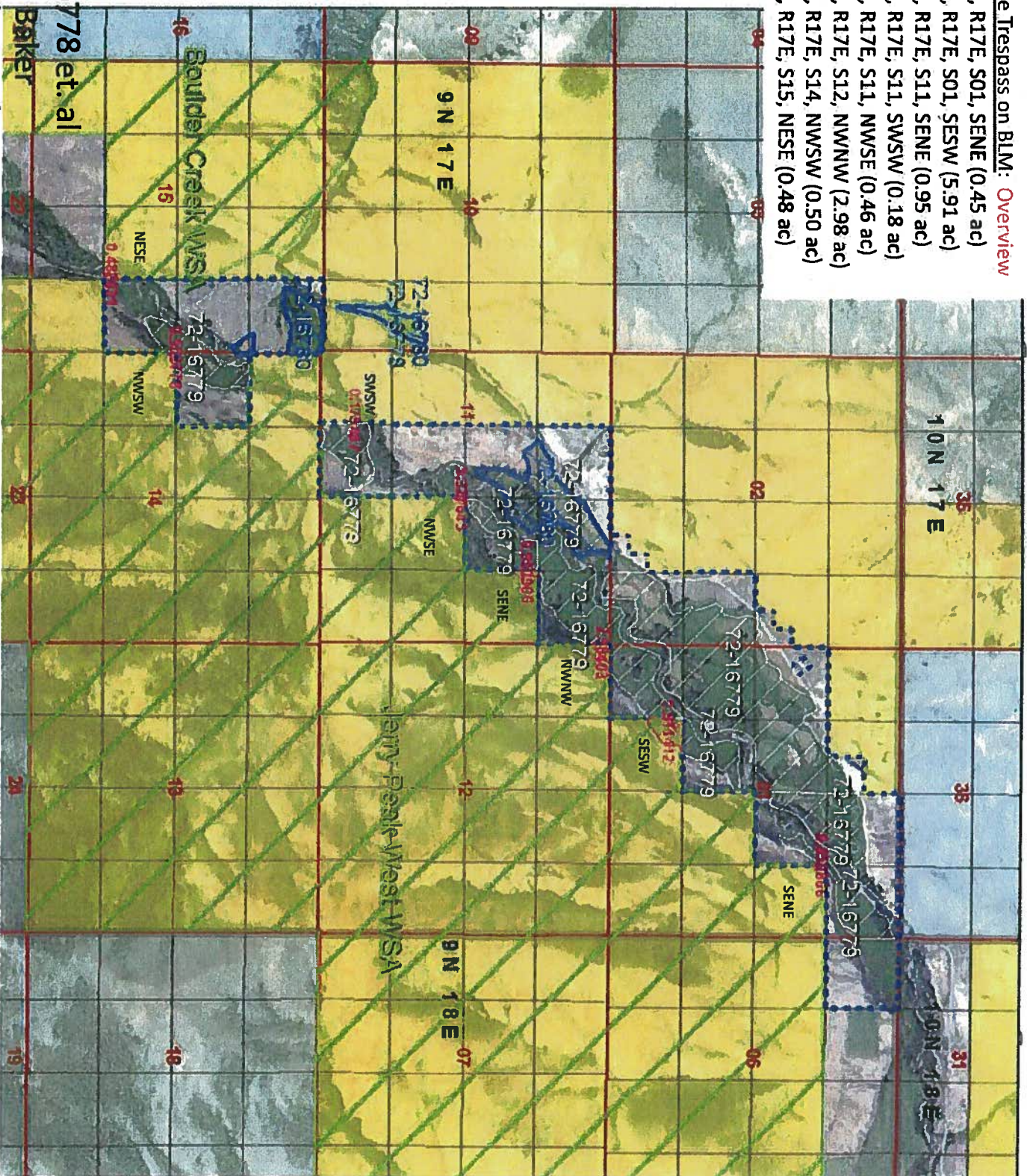
Daniel V. Steenson, ISB #4332
Sawtooth Law Offices, PLLC
P.O. Box 7985
Boise, Idaho 83707
REPRESENTING:

Eddie E. Baker
Eddie E. Baker, Jr.



Person serving documents

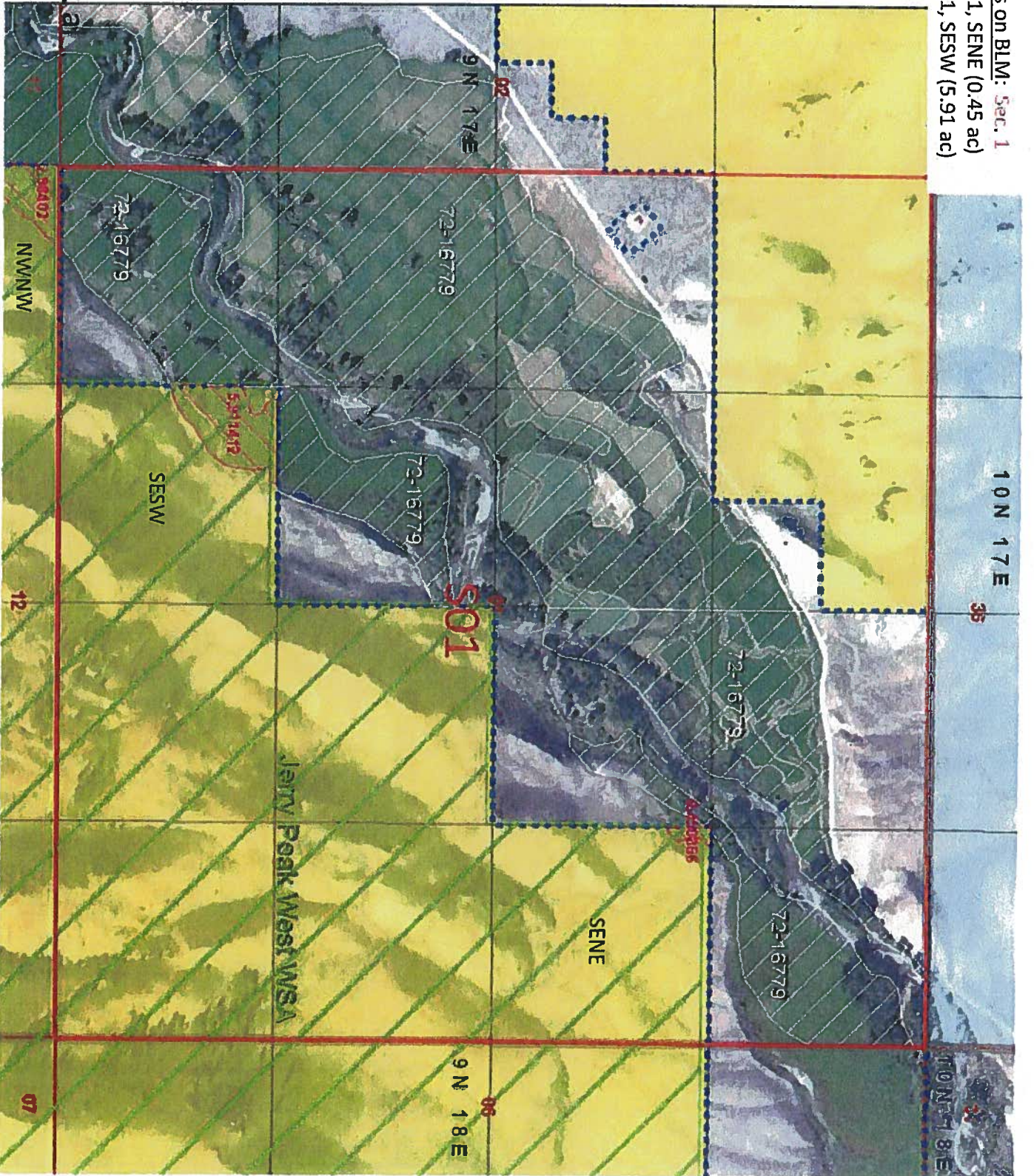
T09N, R17E, S01, SENE (0.45 ac)
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 T09N, R17E, S11, SENE (0.95 ac)
 T09N, R17E, S11, SWSW (0.18 ac)
 T09N, R17E, S11, NWSE (0.46 ac)
 T09N, R17E, S12, NWNW (2.98 ac)
 T09N, R17E, S14, NWSW (0.50 ac)
 T09N, R17E, S15, NESE (0.48 ac)



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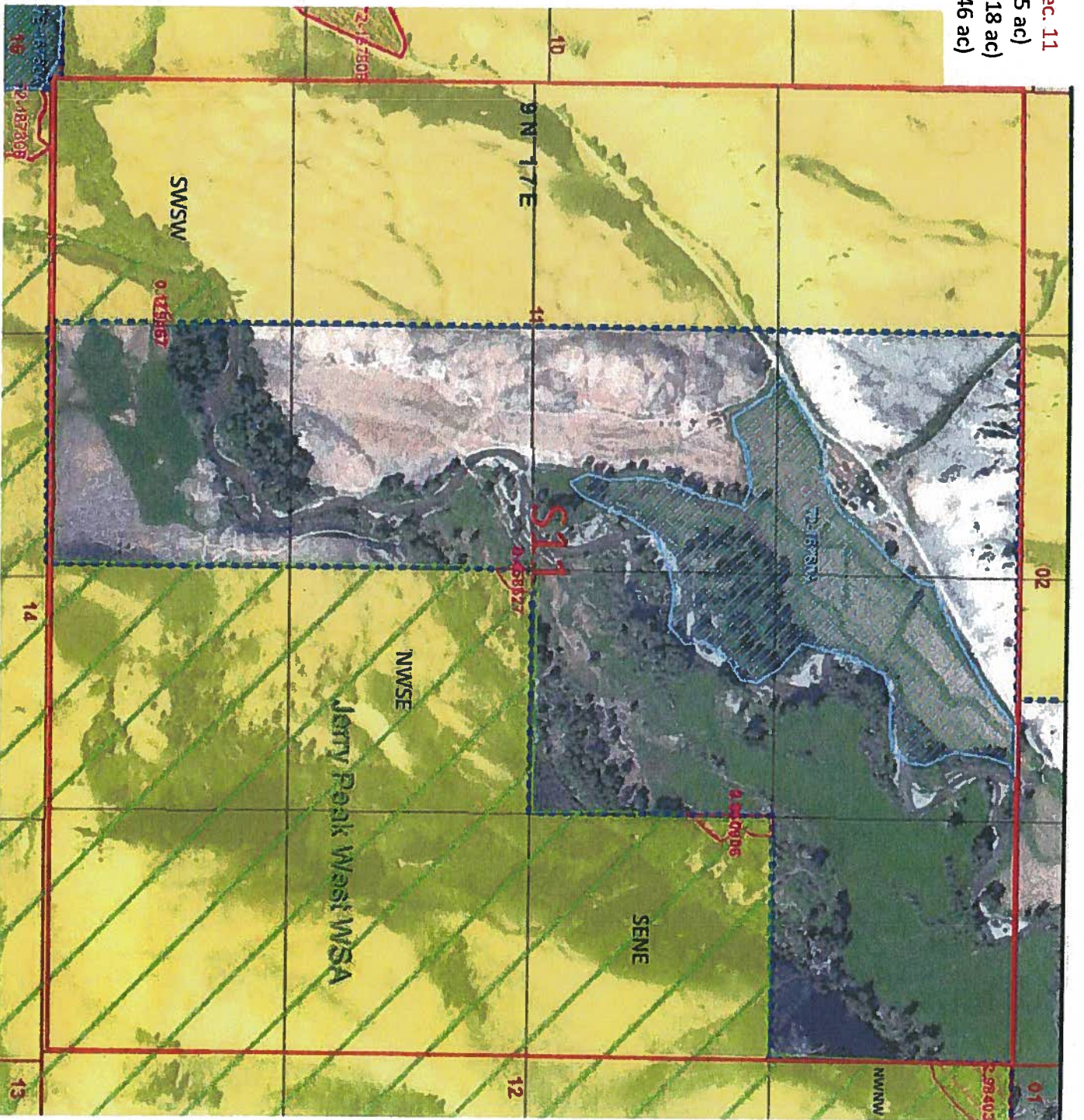
Baker

Eliminate Trespass on BLM: **Sec. 1**
T09N, R17E, S01, SENE (0.45 ac)
T09N, R17E, S01, SESW (5.91 ac)

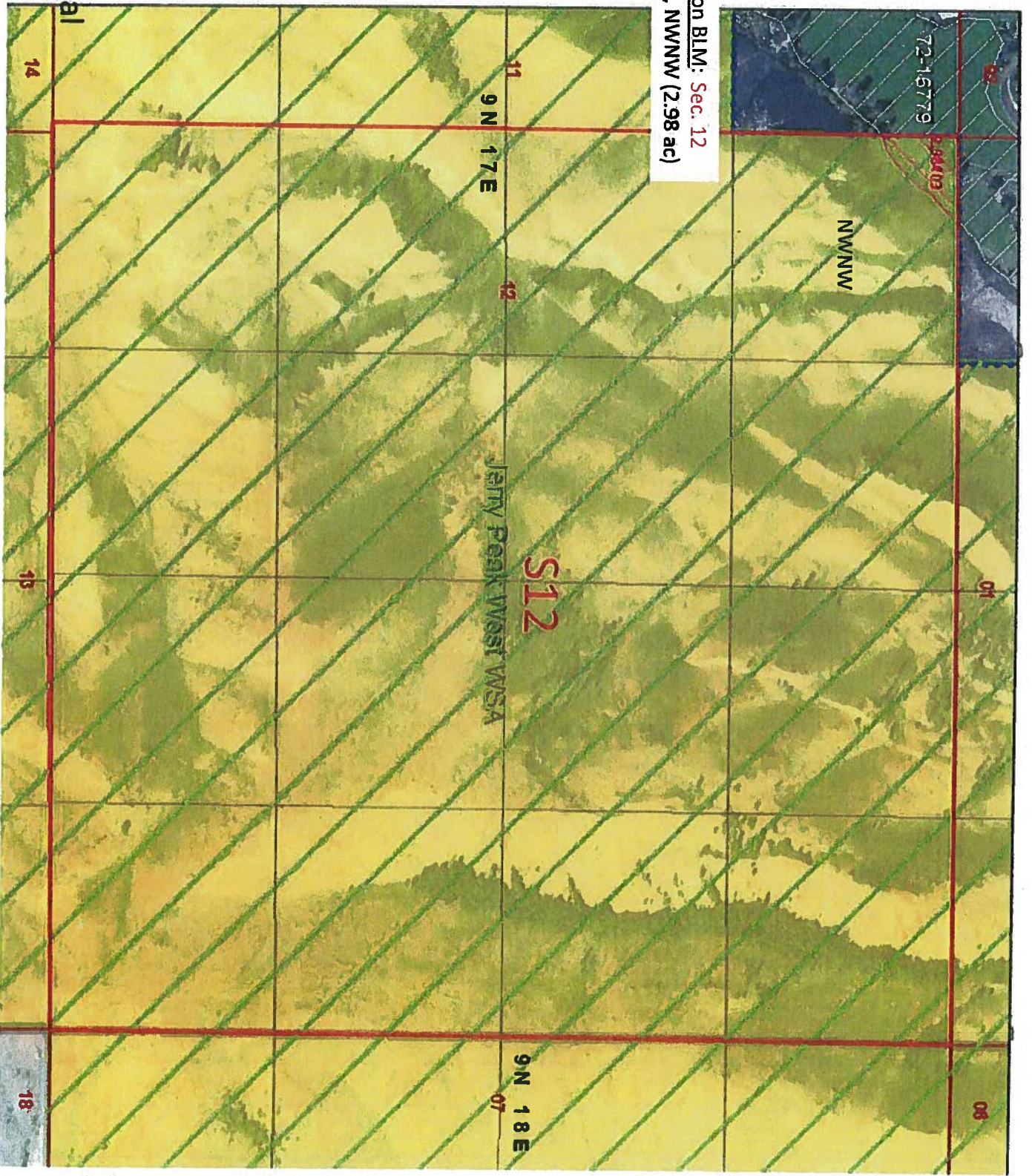


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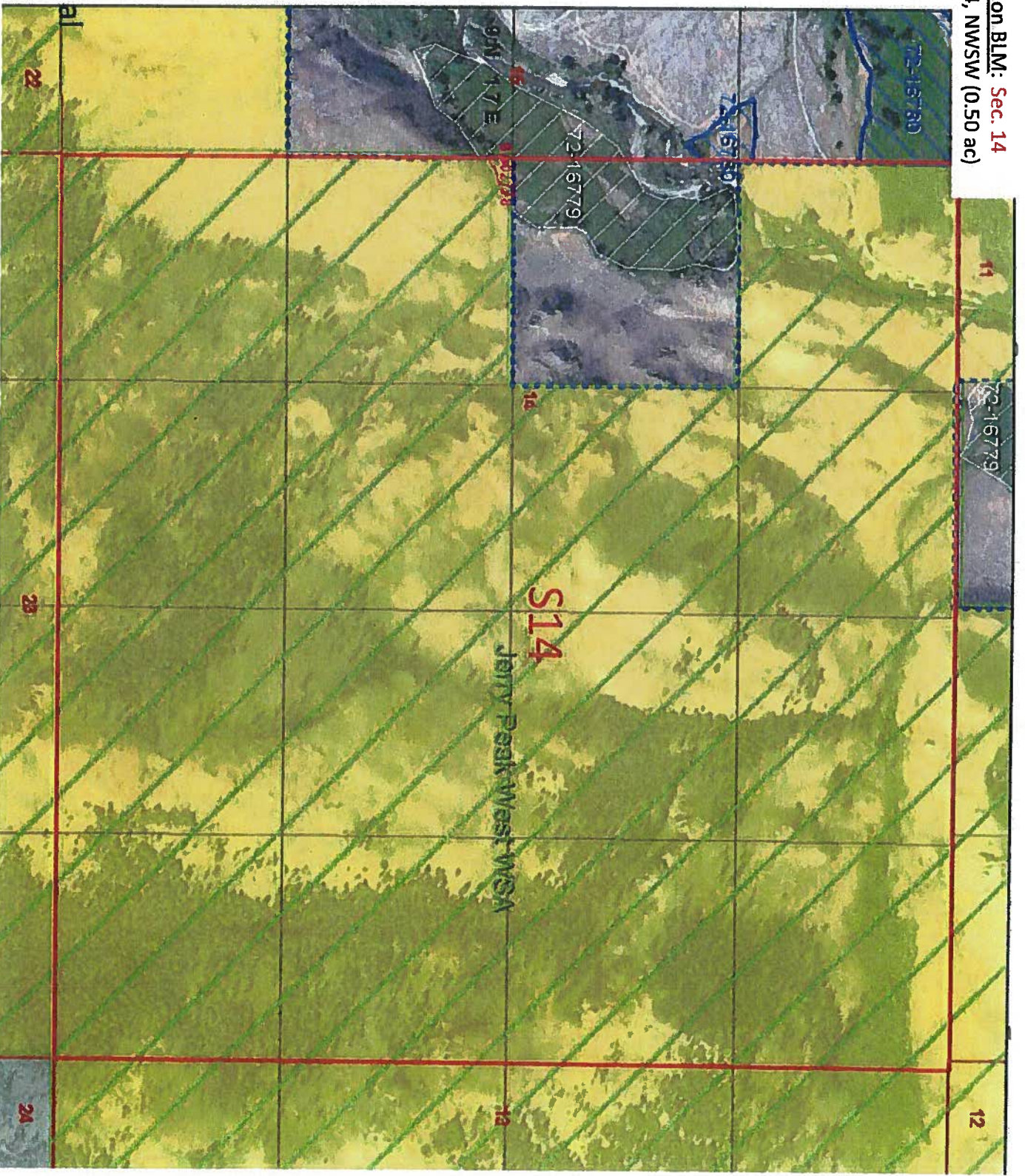


Eliminate Trespass on BLM: Sec. 12
T09N, R17E, S12, NWNW (2.98 ac)



T09N, R17E, S14, NWSW (0.50 ac)

T09N, R17E, S14, NWSW (0.50 ac)



72-16778 et. al
Eddie Baker

T09N, R17E, S15, NESE (0.48 ac)

