

[NAMES AND ADDRESSES OF COUNSEL  
APPEAR ON THE SIGNATURE PAGE]

**UNITED STATES DEPARTMENT OF THE INTERIOR  
OFFICE OF HEARINGS AND APPEALS**

Western Watersheds Project	)	
Appellant	)	Docket No. N2-2008-03
	)	
v.	)	
	)	
Bureau of Land Management	)	<b>STIPULATED SETTLEMENT</b>
<u>Respondent</u>	)	<b>AGREEMENT</b>

This Agreement is entered into between the United States Department of the Interior, Bureau of Land Management (“BLM”) Black Rock Field Office, and Western Watersheds Project (“WWP”) to resolve any and all outstanding issues involved in this administrative appeal. The current permittee on the Soldier Meadows Allotment – Kudrna Nevada LLC (“Kudrna”) – though not a party to the current appeal, has separately entered into a Stipulated Settlement Agreement with WWP that includes many of these same provisions. See Exh. 1 (attached hereto).

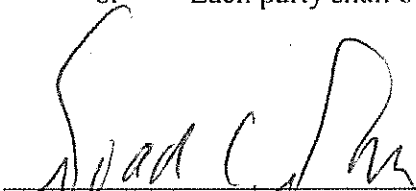
BLM and WWP hereby stipulate as follows:

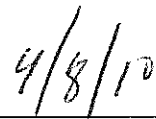
1. Upon approval of this Stipulated Settlement Agreement, Western Watersheds agrees that its Notice of Appeal and Statement of Reasons have been fully and adequately resolved.
2. The January 14, 2008 Notice of Final Decision is hereby amended as follows: No grazing shall be authorized in the Colman Use Area. The Livestock Management set forth at page 6 of the January 14, 2008 Notice of Final Decision is hereby replaced with revised Tables 3 and 4. See Attachment 1.
3. The January 14, 2008 Notice of Final Decision is further hereby amended as follows: No grazing shall be authorized in the Calico Mountains Use Area above 4,750 feet in elevation. The Livestock Management set forth at page 6 of the January 14, 2008 Notice of Final Decision is hereby replaced with Revised Tables 3 and 4. See Attachment 1.
4. The remainder of the January 14, 2008 Notice of Final Decision shall remain in effect as issued, without further modification.
5. The parties agree that this Agreement may be signed in counterparts, which together shall constitute one and the same document.

6. This Agreement shall be deemed effective when all parties have executed the Agreement by affixing their signature below and the Hearings Division of the Office of Hearings and Appeals approves this Stipulated Settlement Agreement and dismisses Appeal N2-2008-03.

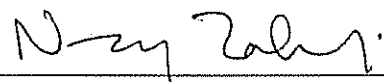
7. By entering into this stipulated settlement agreement, BLM does not admit the merits of the claims raised in this appeal, and WWP does not waive its right or ability to raise these claims again in any subsequent appeal. The parties agree and acknowledge that this stipulated settlement is a compromise to avoid further litigation only.

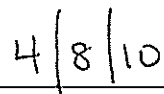
8. Each party shall be responsible for its own attorneys' fees.

  
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\_\_\_\_\_  
Date

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\_\_\_\_\_  
Date

Counsel for the Bureau of Land Management

**ATTACHMENT 1**

**Revised Table 3. Grazing Schedule - Odd Years**

<b>Use Area</b>	<b>Cow #s</b>	<b>Begin</b>	<b>End</b>
1 - South	800	01/16	03/31
2 - Hot Springs (South)	800	04/01	04/30
3 - Warm Springs	800	05/01	07/15
4 - Idaho Canyon	800	07/16	10/31
5 - Hot Springs (North)			
6 - Slumgullion	800	10/01	12/15
7 - Colman	Rest		
Calico Mtns.	Rest		
Private Lands		12/16	01/15

**Revised Table 4. Grazing Schedule - Even Years**

<b>Use Area</b>	<b>Cow #s</b>	<b>Begin</b>	<b>End</b>
1 - South	800	01/16	03/31
2 - Calico Mtns.* & South	800	04/01	06/15
3 - Hot Springs (South)	800	04/15	07/15
4 - Idaho Canyon	800	07/16	10/31
5 - Hot Springs (North)			
6 - Slumgullion	800	10/01	12/15
7 - Colman	Rest		
Warm Springs	Rest		
Private Lands		12/16	01/15

\*No cattle grazing shall be authorized in the Calico Mountain Use Area above 4,750' in elevation.

(NAMES AND ADDRESSES OF PARTIES  
APPEAR ON THE SIGNATURE PAGE)

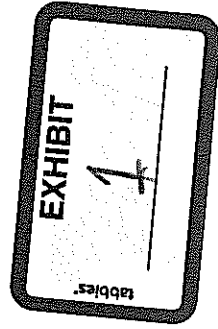
**UNITED STATES DEPARTMENT OF THE INTERIOR  
OFFICE OF HEARINGS AND APPEALS**

Western Watersheds Project	}	
Appellant	}	Docket No. N2-2008-03
v.	}	
Bureau of Land Management	}	<b>STIPULATED SETTLEMENT AGREEMENT</b>
Respondent	}	

This Agreement is entered into between Western Watersheds Project ("WWPP") and Kudrna Nevada LLC ("Kudrna") to resolve any and all outstanding issues involved in Western Watersheds' administrative appeal in this matter. Upon entering this agreement, the parties agree to present this agreement to BLM, and request BLM to modify and amend the January 14, 2008 Notice of Final Decision as follows.

Kudrna and WWPP hereby stipulate as follows:

1. Upon the Office of Hearings and Appeals' approval of this Stipulated Settlement Agreement, and modification of the January 14, 2008 Notice of Final Decision to reflect this agreement, Western Watersheds agrees that its Notice of Appeal and Statement of Reasons have been fully and adequately resolved and it is hereby withdrawn.
2. Kudrna and WWPP agree to request BLM to modify the January 14, 2008 Notice of Final Decision as follows:
  - (a) No cattle grazing shall be authorized in the Colman Use Area;
  - (b) No cattle grazing shall be authorized in the Calico Mountains Use Area above 4,750' in elevation;
  - (c) The Livestock Management set forth on page 6 of the January 14, 2008 Notice of Final Decision shall now delete Colman Use Area from Tables 3 and 4; and
  - (d) The Livestock Management set forth on page 6 of the January 14, 2008 Notice of Final Decision shall now preclude all livestock grazing above 4,750' in elevation in the Calico Mtns. Use Area, and Tables 3 and 4 shall be modified to reflect as much.
3. The remainder of the January 14, 2008 Notice of Final Decision shall remain in effect as issued.



4. Kudrna agrees to not request any Temporary Non-Renewable ("TNR") Use in the Soldier Meadows allotment during the duration of this Stipulated Settlement Agreement.

5. In the event that BLM refuses or fails to issue a modified grazing decision under the terms outlined in this agreement, Kudrna and WWP agree to comply with these provisions.

6. The parties agree to jointly request BLM to prioritize the collection of monitoring data within the Soldier Meadows Allotment. The parties further agree to work cooperatively together with BLM to identify appropriate monitoring sites throughout the Soldier Meadows allotment.

7. The parties agree that this Agreement may be signed in counterparts, which together shall constitute one and the same document.

  
Kathleen Tull  
Western Watersheds Project  
P.O. Box 2863  
Boise, Idaho 83701

4/6/10  
Date

  
Jim Kudrna  
Kodrna Nevada LLC  
16912 Mt. Rose Highway  
Reno, Nevada 89511

4/7/10  
Date