

[NAMES AND ADDRESSES OF COUNSEL
APPEAR ON SIGNATURE PAGES]

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO**

WESTERN WATERSHEDS PROJECT,)	No. 07-cv-394-BLW
)	
Plaintiff,)	
vs.)	STIPULATED SETTLEMENT
)	AGREEMENT
MARK LANE, Owyhee Field Manager, and)	
BUREAU OF LAND MANAGEMENT,)	
)	
Defendants.)	

The parties to this action, by and through their undersigned counsel of record, hereby agree to the following Stipulated Settlement Agreement in order to resolve this action informally, solely as a compromise, and to avoid the need for further litigation before the Court:

1. Plaintiff's First Claim For Relief, challenging the Castlehead-Lambert prescribed fire, has already been dismissed pursuant to prior stipulation. See Docket No. 35.
2. In order to resolve and settle Plaintiff's Second, Third and Fourth Claims for Relief, the parties agree that:
 - A. The Director of the Bureau of Land Management ("BLM") will direct all BLM offices to permanently discontinue use of the 2003 Fuels Reduction Categorical Exclusion ("CE"), 516 DM 2, App. 1.12, 43 C.F.R. § 46.210(k); the 2007 Vegetation Management CE, 516 DM 11.9D(10); and the 2007 Grazing Permit Issuance CE, 516 DM 11.9D(11); and
 - B. Any decision by BLM or the Department of the Interior to remove, modify, revise or re-issue the three CEs, referenced above, will follow the requirements of 40 C.F.R. § 1507.3 (including prior public notice and comment).
 - C. BLM will withdraw seven grazing decisions relying on the Grazing Permit

Issuance CE in the Four Rivers Field Office of Idaho: the Armacost, Boyd, Deer Creek, East Pine Creek, Gambriel, North Fork, and West Pine Creek allotments; and eight grazing decisions relying on the Grazing Permit Issuance CE in the Ely District Office of Nevada: the South Butte/South Butte Seeding, Haggerty Wash, Ruby Valley/Maverick Springs/Horse Haven, Schellbourne, Cave Valley Ranch, Railroad Pass, Moorman Ranch and Six Mile Ranch allotments.

3. Upon execution of the stipulated settlement and the withdrawal of the decisions named in paragraph 2(C), Plaintiff relinquishes and waives any claim against the United States, its agencies, officers or employees, arising from the adoption or use of the three CEs to support decisions made prior to the date of this stipulated settlement.

4. Defendants agree to pay Plaintiff \$43,000 in full and complete satisfaction of any and all claims, demands, rights, and causes of action pursuant to the Equal Access to Justice Act ("EAJA"), 28 U.S.C. § 2412(d), and/or any other statute and/or common law theory, for all attorneys' fees and costs incurred by Plaintiff, individually and/or severally, in this litigation.

5. BLM's payment, as identified in Paragraph 4 above, shall be accomplished by electronic fund transfer into the Laurence J. Lucas Lawyer Trust Account. Plaintiff's attorneys shall provide the appropriate account number and other information needed to facilitate payment to the undersigned BLM counsel. Defendants shall submit the paperwork for the payment within twenty (20) business days after this stipulation is entered by the Court or Plaintiff provides the necessary information as required by this paragraph to facilitate the payment, whichever is later. Plaintiff's attorneys shall notify the Defendants' attorneys when payment is received.

6. WWP hereby withdraws its pending motion for partial summary judgment, Docket No. 45, and agrees that the Court may enter the accompanying proposed order dismissing this case in its entirety, with prejudice.

7. This stipulation is the result of compromise and settlement and does not represent an admission by any Party to any fact, claim, or defense in any issue in this lawsuit. This

stipulation has no precedential value and shall not be cited in any other litigation except as necessary to enforce the terms of the stipulation.

8. No provision of this stipulation shall be interpreted as or constitute a commitment or requirement that Defendants obligate or pay funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable appropriations law.

9. Nothing in the terms of this stipulation shall be construed to limit or deny the power of a federal official to promulgate or amend regulations or procedures.

10. The Parties agree that the Court should retain jurisdiction over this matter solely to enforce the terms of this Settlement Agreement. In the event of a disagreement between parties concerning any aspect of this Settlement Agreement and its implementation, the dissatisfied party shall provide the other party with written notice of the dispute and a request for negotiations. The parties shall meet and confer in order to attempt to resolve the dispute within 30 days of the written notice, or such time thereafter as is mutually agreed. If the parties are unable to resolve the dispute within 60 days of such meeting, then either party may file a motion to enforce the terms of the Agreement or to vacate the dismissal of this case and to reinstate the litigation. The parties agree that contempt of court is not an available remedy for any violation of this Agreement, and the parties therefore knowingly waive any right that they might have to seek an order of contempt for any such violation.

11. The undersigned representatives of the Parties certify that they are fully authorized by the respective Parties whom they represent to enter into the terms and conditions of this stipulation and to legally bind such Parties to it.

12. This stipulation represents the entirety of the Parties' commitments with regard to settlement. The terms of this agreement shall become effective upon approval by the Court of this stipulation.

IT IS SO STIPULATED.

Dated: July 17, 2009

Respectfully submitted,

/s/ Laird J. Lucas

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