

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls-State of Idaho

MAY 15 2026

By _____ Clerk
_____ Deputy Clerk

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**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 Nos: 67-15211, 67-15212

**IDL RESPONSE TO MOTION
TO FILE LATE OBJECTION**

The Idaho Department of Lands ("IDL"), by and through its counsel of record, Kayleen Richter, submits *IDL's Response to Motion to File Late Objection* in accordance with the briefing schedule provided by Special Master Booth during the March 17, 2026 Status Conference, SRBA Administrative Order 1, and Idaho Rule of Civil Procedure 55(c).

In Claimants Chandler's Motions to File Late Objections in subcases 67-15211 and 67-15212, Claimants Chandler justify the lateness of their objection by stating:

Grazing rights that water rights were associated with were in the process of being transitioned in 2022 to Chandlers and at the time of the directors report the leases were no longer in Mr. Gallants name so he could not provide them. Change in ownership for said water rights to Chandlers was not applied for until October 2025 and in the interim there was some correspondence that was delayed or not received until the deadlines had passed.

Motion to File Late Objection (SF7), 2. This explanation is insufficient and does not constitute good cause for the Special Master to grant Claimants Chandler leave to file a late Objection.

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DISTRICT COURT - 2ND
Fifth Judicial District
County of Teton State of Idaho



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To evaluate Claimant Chandler's motions to file late objections it is helpful to consider the timeline of these subcases as reflected in the record. On March 5, 2018, Gary and Carole Gallant ("Gallants") filed Motions for Determination of Deferred *De Minimis* Domestic or Stock Water Use with accompanying Notices of Claim to Water Right in the SRBA for claim numbers 67-15211 and 67-15212. On May 24, 2019, IDL objected to the Gallants' claims on the basis that "[t]he establishment of any water rights on state endowment lands shall be by and for the State of Idaho." *IDL Objection to Claims (SF1)*, 3. IDL served the Gallants a copy of its *Objection*, putting the Gallants on notice of IDL's position that the Gallants did not have the right to establish a water right in their name on state owned land.

On March 10, 2022, the Gallants purportedly sold Claimants Chandler the Gallants' "cattle grazing permits." *August 27, 2025 Letter from Gallant 'Relinquishing Water Rights' Associated with Grazing Permits*. Accordingly, the Gallants and Claimants Chandler submitted Instrument Assignment forms to IDL wherein the Gallants "sell, assign and transfer, all of my/our rights, title and interest in State of Idaho Instrument No. G500047 [and G500148] unto" Claimants Chandler. *Claimants Chandler's Proposed Objection (SF1)*, 6, 10. IDL processed the assignment of the two grazing leases on March 30, 2022. *Id.* Neither the Gallants nor the Chandlers notified IDWR of the assignment of the grazing leases.

Three months later, on June 6, 2022, IDWR mailed the Gallants a copy of the Notice of Filing Director's Report and the Director's Report, which "contained the recommendations for the claimant's water rights." *Affidavit of Service: Director's Report, dated October 27, 2022*, 2. In the Director's Report, IDWR recommended Claims 67-15211 and 67-15212 be disallowed as the Gallants did not "provide authorization to graze livestock on state lands." *Director's Report*, 2. To correct the record, IDL notes that until the Gallants assigned the two grazing leases to Claimants Chandler the Gallants were authorized to graze livestock on the state lands at issue per grazing leases G500047 and G500148. However, it is unclear whether the Gallants provided IDWR copies of the grazing leases to consider during IDWR's examination of the claims. Regardless, as explained below, IDL's grazing leases do not authorize lessees to develop water

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rights on state lands, and the assignment of a grazing lease is neither a conveyance of water rights nor is it an acquisition of any of the assignor's historical beneficial use of water appurtenant to the leased premises.

In IDWR's June 6, 2022 Notice of Filing Director's Report, IDWR instructed the Gallants to file an objection with the SRBA court if the Gallants disagreed with any element of the recommendation. *Notice of Filing Director's Report*, 2. IDWR notified the Gallants that their "objection must be received by the SRBA Court on or before Monday, August 8, 2022." *Id.* (emphasis in original). Neither the Gallants nor Claimants Chandler objected to the Director's Report.

Nearly two years later, on August 27, 2024, Special Master Booth held an Initial Hearing on the subcases initiated by the Gallants' claims (67-15208, 67-15209, 67-15210, 67-15211, 67-15212). *See August 27, 2024 Court Minutes*. Mr. Gallant appeared at the hearing pro se. Special Master Booth then held four status conferences on these subcases, during which the parties discussed the likely settlement of the subcases. *See Court Minutes for Status Conferences dated November 12, 2024, January 14, 2025, April 1, 2025, and May 13, 2025*. Mr. Gallant attended the first three status conferences but was not present for the fourth. At the fifth status conference, on July 8, 2025, Mr. Gallant reported for the first time that he had transferred his authority to graze cattle on the state and federal lands at issue. *See July 8, 2025 Court Minutes*. Neither counsel for IDL nor counsel for the United States were previously aware of the grazing lease assignment or grazing permit sale. *Id.* Special Master Booth agreed to continue the status conference to allow the parties time to investigate the transfer and to give the new grazing lessee/permit holder the opportunity to follow up on the Gallants' claims. *Id.*

Special Master Booth held the continued status conference on August 5, 2025. Mr. Gallant and Mr. Cody Chandler appeared alongside two non-attorney representatives of the Idaho Farm Bureau. *See August 5, 2025 Court Minutes*. During the status conference, IDL confirmed that the Gallants had assigned two grazing leases to Claimants Chandler. *Id.* 2. IDL also expressed its support for the Director's Report's recommendation to disallow 67-15211 and

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67-15212 and reiterated IDL's original 2019 objection—that any water rights established on state endowment lands are by and for the State of Idaho. Thus as of August 5, 2025, Claimants Chandler were on actual notice of the Director's Report's recommendation to disallow 67-15211 and 67-15212 as well as of IDL's position that IDL's grazing leases do not authorize lessees to establish water rights on the leased premises, the state endowment land.

Special Master Booth held two additional status conferences that both Mr. Gallant and Mr. Chandler attended. *See Court Minutes for Status Conferences dated September 2, 2025 and December 9, 2025.* On December 4, 2025, in response to the Chandlers' submission of a "Notice of Change in Water Right Ownership" form to IDWR, IDWR completed an administrative proceeding substituting Claimants Chandler for the Gallants as the claimant in these subcases. *Notice of Completed Administrative Proceeding, 1; Updated Notice of Completed Administrative Proceeding, 1.* IDWR concurrently produced an Amended Director's Report that reflected the substitution but did not alter IDWR's substantive recommendations. *Id.* Nevertheless, during the December 9, 2025 status conference, Special Master Booth agreed to allow "possible 'renewed' objections to be filed to address amendments." *December 9, 2025 Court Minutes, 2.* Special Master Booth ordered parties to file objections by January 28, 2026 with responses due February 11, 2026. *Id.* Claimants Chandler failed to timely file objections to the Amended Director's Report's recommendation to disallow 67-15211 and 67-15212.

Accordingly, at the March 17, 2026 status conference counsel for the United States and counsel for IDL requested the unobjected-to claims, including 67-15211 and 67-15212, be decreed disallowed. *See March 17, 2026 Court Minutes, 2–3.* Instead, Special Master Booth set another briefing schedule to allow Claimants Chandler to file a motion to file a late objection.

The record reflects that the Gallants have been on notice of IDL's objection to the Gallants' attempt to establish a water right in their name since 2019. The Gallants assigned the grazing leases authorizing grazing on the state's endowment land to the Chandlers in March 2022—three months before IDWR issued the Director's Report. Neither the Gallants nor the Chandlers timely objected to the Director's Report by the first deadline: August 8, 2022. Mr.

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Gallant participated in the court proceedings for these subcases, including settlement negotiations, for nearly a year following the Initial Hearing in August 2024 despite having assigned his right to use the endowment land to the Chandlers over two years prior to the Initial Hearing. Inexplicably, Mr. Gallant declined to inform IDWR or the SRBA Water Court of the 2022 lease assignment until July 8, 2025.

Similarly, Claimants Chandler assumed grazing leases G500047 and G500148 on March 30, 2022. Claimants Chandler were likely on constructive notice of the Director's Report when it was issued in June 2022, and of these proceedings at their outset in August 2024. Regardless, Claimants Chandler were on actual notice of the issues with these claims, IDL's position on the establishment of water rights on endowment lands, and the Director's Report's recommendations to disallow 67-15211 and 67-15212 by August 2025. Unfortunately, the Chandlers failed to timely object to the Director's Report by the second deadline: January 28, 2026.

In the *Motion to File Late Objection*, Claimant Chandler's explanation for the repeated failure to timely object is vague, unsupported by the record, and does not constitute good cause. Further, none of the documents Claimants Chandler provided in support of their proposed *Objection* are new or previously undiscoverable. Rather, the attached documents contain copies of the 2022 instrument assignment for the two grazing leases, G500047 and G500148, and incomplete copies of the two leases. The fact that the Gallants assigned the Chandlers grazing leases G500047 and G500148 is uncontested. What is contested, however, is the effect of the assignment. A review of grazing leases G500047 and G500148 reveals that the contracts contemplated current and future water use and water rights on the leased premises. Copies of the relevant pages of both leases are attached as Exhibits A and B. In both leases the lessees had the opportunity to identify any water rights it owned on the leased premises that were not on record with IDWR or the SRBA. The Gallants did not identify the water claimed in 67-15211 or 67-15212 in either G500047 or G500148. Further, both leases clearly state that the establishment of any new water right including instream livestock use or stock watering rights shall be by and for the State of Idaho—as IDL explained in its 2019 objection to these claims. Therefore, while

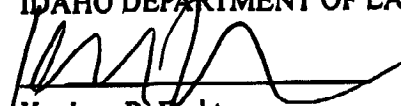
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grazing leases G500047 and G500148 authorize Claimants Chandler to graze livestock on the leased premises, they plainly do not authorize Claimants Chandler to establish water rights in their name on the leased premises.

As Claimants Chandler mention, the State of Idaho acquired the state land at issue here through three land exchanges with the United States Department of the Interior – Bureau of Land Management in 1987 (Payette No. 3 Land Exchange), 1990 (Payette No. 4 Land Exchange), and April 11, 2000 (Payette No. 5 Land Exchange). IDL took ownership of the land subject to existing rights. The Gallants' Grazing Lease No. G500047 commenced on January 1, 2012, and Grazing Lease No. G500148 commenced on January 1, 2020. As stated above, the Gallants did not identify the water claimed in 67-15211 or 67-15212 in either lease. To the contrary, G500148 provides that "[t]he water right identified in subsections 9(A)(i) include each and every water right that Lessee, or its authorized agent, will use on, or divert from, the Leased Premises." Regardless, the assignment of a grazing lease is neither a conveyance of water rights nor is it an acquisition of any of the assignor's historical beneficial use of water appurtenant to the leased premises.

Therefore, the Special Master should deny Claimants Chandler's *Motion to File Late Objection* as it does not demonstrate good cause for the failure to timely file and the proposed Objection does not provide support for Claimants Chandler's assertion of authority to establish a water right in their name on state endowment land.

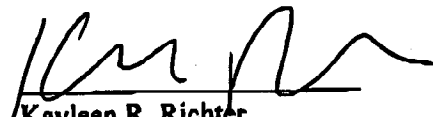
DATED this 14th day of May, 2026.

IDAHO DEPARTMENT OF LANDS

Kayleen R. Richter
Counsel for IDL

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of May, 2026, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

CLERK OF THE DISTRICT COURT SNAKE RIVER BASIN ADJUDICATION 253 THIRD AVENUE NORTH PO Box 2707 TWIN FALLS, ID 83303-2707	<input checked="" type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Federal Express <input checked="" type="checkbox"/> Facsimile: 208.736.2121 <input type="checkbox"/> Email:
CODY AND BRITNEY CHANDLER 1151 DEVIL'S ELBOW DRIVE WEISER, ID 83672	<input checked="" type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Federal Express <input type="checkbox"/> Facsimile: <input type="checkbox"/> Email:
IDAHO DEPARTMENT OF LANDS C/O TOM KEARNS 3284 W. INDUSTRIAL LOOP COEUR D'ALENE, ID 83815	<input checked="" type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Federal Express <input type="checkbox"/> Facsimile: <input type="checkbox"/> Email:
IDWR DOCUMENT DEPOSITORY PO BOX 83720 BOISE, ID 83720-0098	<input checked="" type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Federal Express <input type="checkbox"/> Facsimile: <input type="checkbox"/> Email:
US DEPARTMENT OF JUSTICE ENV & NAT'L RES DIV PO BOX 7611 BEN FRANKLIN STATION WASHINGTON, DC 20044-7611	<input checked="" type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Federal Express <input type="checkbox"/> Facsimile: <input type="checkbox"/> Email:


Kayleen R. Richter
Counsel for IDL

be responsible, and shall pay all costs for the removal or other appropriate remedial action regarding any hazardous waste, substances, or materials which Lessee may have caused to be introduced on the Leased Premises. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule or ordinance and Lessee shall immediately, upon the introduction of any hazardous waste, substances or materials onto the Leased Premises, contact the Idaho Department of Environmental Quality (DEQ) and enter into a consent order for remediation with DEQ, provided however, Lessee shall not forestall commencing any necessary remediation while negotiating the terms of any consent order with DEQ, unless Lessee is so authorized in writing by Lessor. In event of introduction of any hazardous waste, substances or materials, Lessor may also require Lessee to enter into consent orders or other agreements with any other relevant agency. Lessee shall indemnify, defend and hold Lessor harmless from all costs, expenses, damages or fines relating to pollution and hazardous materials including, without limiting the generality of the foregoing, attorney fees and costs of defense or of enforcement of Lessor's rights hereunder. The amount of any costs incurred by Lessor due to Lessee's violation of this provision shall constitute a lien in favor of the State of Idaho against all of the Lessee's improvements and other property on the Leased Premises including, but not limited to, crops.

- B. **Fire and Safety Regulations.** Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances for fire protection and prevention. Lessee agrees to keep the Leased Premises free from fire hazards as determined by Lessor. Lessee is prohibited from burning garbage or household trash and any burning on the land, including the burning of wood, weeds or other debris, but excepting campfires necessary for the use under this Lease, requires the prior written permission of Lessor. Any burning must comply with applicable federal, state or local law, regulation, rule or ordinance.
- C. **Sanitary Requirements.** Concerning activities authorized under this Lease, Lessee shall at all times keep the Leased Premises in a clean and sanitary condition, free of trash, garbage and litter so the Leased Premises is maintained in the same or better condition as when this Lease was issued. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use and shall dispose of sewage on the Leased Premises only if specifically authorized by Lessor. The Lessee shall not store trash on the Leased Premises nor transport trash, garbage, litter or debris onto the Leased Premises. Lessee shall dispose of all trash, garbage and carcasses in conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.

7. No Warranty of Suitability - Quiet Enjoyment - Public Use.

- A. **No Warranty.** Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the Leased Premises or concerning the suitability of the Leased Premises for the uses intended by Lessee. Lessee acknowledges that it has accepted the Leased Premises in an AS IS CONDITION, accepting any and all known or unknown faults therein.
- B. **Quiet Enjoyment.** Lessor agrees that Lessee, upon payment of the rent and performing the terms of this Lease, may quietly have, hold and enjoy the Leased Premises, for the purposes and uses allowed hereunder, during the term hereof. Lessee acknowledges that the Lease is non-exclusive, and Lessor retains the right to use of the Leased Premises, or to grant rights to others for use of the Leased Premises, to the extent any such use does not materially interfere with Lessee's purpose and uses allowed hereunder, unless otherwise provided for in this Lease.
- C. **Public Use.** Lessee must allow the general public the right to use the Leased Premises for any lawful use available to the public for lands owned by the State of Idaho. However, nothing in this Lease authorizes or purports to authorize trespass on private lands to reach state-owned lands, including the Leased Premises. Public use of State lands shall not be restricted without prior written approval of Lessor. This Lease is not an exclusive control lease as described under Idaho Code § 36-1603(b).

8. Water Right and Water Use.

- A. **List of Pre-Existing Water Rights to be Used on, or Diverted From, the Leased Premises.** As a condition of this Lease, the Lessee represents that the Lessee, or its authorized agents, owns the following water rights for use on, or diversion from, the Leased Premises.

Water Right Nos.: Not Defined

To the extent that the Lessee represents that it owns water rights for use on, or diversion from, the Leased Premises that are not on record with the Idaho Department of Water Resources and any relevant water right adjudication court (for example, unclaimed *de minimis* stockwater rights), the Lessee shall set forth below for each such right(s) the following: (a) source of water, (b) quantity of water, (c) priority date, (d) point of diversion, (e) place of use, and (f) number and type of livestock providing the basis for the right:

Unclaimed Water Rights: Not Defined

The Lessee represents that the above lists include each and every water right that the Lessee, or its authorized agents, owns for use on, or diversion from, the Leased Premises and that the Lessee owns no other water rights for use on, or diversion from, the Leased Premises.

As a condition of this Lease, the Lessee shall file a claim(s) with the Idaho Department of Water Resources and any relevant water right adjudication court for each and every water right set forth above that is not on record with the Idaho Department of Water Resources and any relevant water right adjudication court (for example, unclaimed *de minimis* stockwater rights) within six (6) months of the execution of this Lease or a lease adjustment.

- B. **Future Water Rights and Water Use Generally.** The establishment of any new water rights during the term of this Lease shall be by and for Lessor and no claim thereto shall be made by Lessee. Such water rights shall attach to and become appurtenant to the Leased Premises, and the Lessor shall be the owner thereof. The use of any water rights by the Lessee shall be in conformance with Idaho water law. Lessee must receive the prior written consent of Lessor or its authorized agent, and the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights or water use in and for the State of Idaho for any of the following:
- i. To drill and use a water well,
 - ii. To develop and use any source of water,
 - iii. To cause any water to be conveyed off the Leased Premises,
 - iv. To bring water onto the Leased Premises.
- C. **Water Systems.** If water is supplied to the Leased Premise by a water system operated by the State of Idaho, the use of such system and the supply of water provided thereby may be curtailed or terminated upon thirty (30) calendar days written notice of Lessee from Lessor or its authorized agent. Neither Lessor nor its agents and employees nor any entity of the State of Idaho shall be liable in any manner for damage or inconvenience to the Lessee by reason of failure or, damage to, or termination or curtailment of the operation of any water system or source supplying water to the Leased Premises.
- D. **Improvements in Aid of Water Use.** Improvements (pre-existing or future) made in aid of any and all water use on, or diversion from, the Leased Premises are subject to the permit requirements of this Lease.
- E. **No Right of Access to Water Rights Upon Expiration or Termination of Lease.** Upon Expiration or Termination of this Lease, the Lessee shall have no right to access any point of diversion or any place of use of any water right on the Leased Premises without the prior written consent of the Lessor.

9. Noxious Weeds.

- A. The Lessee shall cooperate with Lessor or any other agency authorized to undertake programs for control or eradication of noxious weeds. Lessee shall take measures to control noxious weeds on the Leased Premises in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond the Lessee's control. Costs for control of noxious weeds on the Leased Premises shall be the responsibility of the Lessee, unless otherwise provided for in the Special Terms and Conditions Included in Attachment A.
- B. The Lessee shall ensure that prior to moving onto the Leased Premises that all equipment is free of noxious weeds and their seeds as defined by the Idaho Department of Agriculture and local Coordinated Weed

of state lands shall not be restricted without prior written approval of Lessor. The Lease is not an exclusive control lease as described under Idaho Code § 36-1603(b).

9. Water Right and Water Use.

- A. Water Use on the Leased Premises.** Lessee shall be entitled to use the water on the Leased Premises, if any, during the term of the Lease, but only for the use allowed in the Lease and only in conformance with Idaho water law.
- i. Water Rights Held by Lessee or Third Parties.** Lessee represents that the following water rights are held by Lessee, or are held by a third party from which permission to exercise the right has been obtained by Lessee, for use on, or diversion from, the Leased Premises.

Water Right No.:67-11959 – United States of America acting through USDA Forest Service
 - ii. The water right identified in subsections 9(A)(i) include each and every water right that Lessee, or its authorized agent, will use on, or divert from, the Leased Premises.**
- B. Future Water Rights and Water Use Generally.** The establishment of any new water right, including instream livestock use or stock watering rights, by Lessee or Lessor on the Leased Premises during the term of the Lease shall be by and for Lessor, and no claim thereto shall be made by Lessee. If a new water right is established on the Leased Premises during the term of the Lease, Lessee agrees that its application of water to beneficial use is on behalf of and as an agent for Lessor. Lessee may act as an agent for Lessor only for the purpose of applying water to beneficial use. Such water rights shall attach to and become appurtenant to the Leased Premises, and Lessor shall be the owner thereof. The use of any water rights by Lessee shall be in conformance with Idaho water law. Lessee must receive the prior written consent of Lessor, and the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights or water use in and for the State of Idaho for any of the following:
- i. To drill and use a water well;
 - ii. To develop and use any source of water;
 - iii. To cause any water to be conveyed or diverted off the Leased Premises; or
 - iv. To bring water onto the Leased Premises.
- C. Water Systems.** If water is supplied to the Leased Premises by a water system operated by the State of Idaho, including Lessor, the use of such system and the supply of water provided thereby may be curtailed or terminated upon thirty (30) calendar days written notice to Lessee from Lessor. Neither Lessor nor its agents and employees, nor any entity of the State of Idaho shall be liable in any manner for damage or inconvenience to Lessee by reason of the failure of, damage to, termination or curtailment of the operation of any water system or source supplying water to the Leased Premises.
- D. Improvements in Aid of Water Use.** Improvements, whether pre-existing or future, made in aid of any and all water use on, or diversion from, the Leased Premises are subject to the improvement permit requirements of the Lease.
- E. No Right of Access to Water Rights Upon Termination.** Upon the termination of the Lease, for any reason, Lessee shall have no right to access any point of diversion or any place of use of any water right on the Leased Premises without the prior written consent of Lessor.

10. Noxious Weeds.

- A.** Lessee shall cooperate with Lessor or any other agency authorized to undertake programs for control or eradication of noxious weeds. Lessee shall take measures to control noxious weeds on the Leased Premises in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond Lessee's control. Costs for control of noxious weeds on the Leased Premises shall be the responsibility of Lessee, unless otherwise provided for in the Lease.
- B.** Lessee shall ensure that prior to moving onto the Leased Premises, all equipment is free of noxious weeds and their seeds, as defined by the Idaho Department of Agriculture and any local Cooperative Weed