



U.S. Department of Justice

Environment and Natural Resources Division

WMC:JDDraper

90-6-2-63C

General Litigation Section
Denver Field Office

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RECEIVED
MAR 21 1997

March 18, 1997

Department of Water Resources

Diana R. Delaney, Chief Deputy Clerk
DISTRICT COURT
P. O. Box 2707
Twin Falls, ID 83303-2707

Re: SRBA Case No.: 39576
Brailsford Ditch
Case Nos.: 36-00012, 36-00030, 36-00043A, 36-00084, 36-00104A, 36-00104B

Dear Diana:

Enclosed for filing is the original and five copies of the **Stipulation** by the parties in connection with the above matters. This Stipulation was recorded with Clerk of Gooding County for permanent records.

Respectfully,

Julia D. Draper,
Paralegal Specialist

/jdd

enclosures

c: Certificate of Mailing

LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources Division

JAMES J. DuBOIS
Attorney, General Litigation Section
Environment and Natural Resources Division 170008
U.S. Department of Justice
999 18th Street, Suite 945 North Tower
Denver, Colorado 80202
(303) 312-7341

Counsel for the United States of America

STATE OF IDAHO COUNTY OF GOODING

Filed for record at the request of U.S. Dept. Justice

35 min. past 12 o'clock P.m. this 14th
of March, 19 97. 60.00

By Penny Watson Deputy

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	)	Sub-case No.	36-00012
	)		36-00030
CASE NO. 39576	)		36-00043A
	)		36-00084
	)		36-00104A
	)		36-00104B
	)	STIPULATION	

DESCRIPTIVE SUMMARY

Stipulation between the United States of America and the water users under the Brailsford Ditch regarding the settlement of the claims and objections to the water rights in the above captioned cases and the use and operation of Len Lewis Spring water rights by the Brailsford Ditch Water Users and the Hagerman National Fish Hatchery water rights during critical periods of the year.

STIPULATION

RECITALS

A. WHEREAS, the Flying Triangle, Inc., Fred L. and V. John Mavencamp, Ronnie D. and Sharlene Smith, Nevada Omohundro, Shelby and Joan Wise, and the State of Idaho Department of Fish and Game (collectively the "Brailsford Ditch Water Users") comprise the Brailsford Ditch Association and each possess valid irrigation

water rights from Len Lewis Spring which were originally decreed in 1932 in New International Mortgage Bank v. Idaho Power Co. Those water rights are now identified in the Snake River Basin Adjudication (SRBA) as Claim Numbers 36-00030, 36-00104A, 36-00104B, 36-00043A, 36-00084, and 36-00012, respectively (hereinafter "Brailsford Ditch water rights");

B. WHEREAS the United States of America, through the U.S. Fish and Wildlife Service Hagerman National Fish Hatchery, is the owner of valid existing water rights from Len Lewis Spring for fish propagation purposes as described in SRBA Claim No. 36-15450. The critical period of use for the water rights of the United States is during the "peak production period" which includes the period between the start of the irrigation season and April 15 inclusive in any given year. Conflict between hatchery uses and irrigation uses may also occur between October 15 and the end of the irrigation season;

C. WHEREAS the United States and the Brailsford Ditch Water Users (the "parties") agree that Len Lewis Spring is overappropriated, between the start of the irrigation season and April 15th and between October 15 and the end of the irrigation season; furthermore, the parties agree that cooperation and communication between the parties is necessary to maximize the beneficial use of the Len Lewis Spring water during annual high-use periods;

D. WHEREAS the parties recognize that continued litigation among them is expensive, time consuming and detrimental to community relations; and the parties desire to bring an end to the litigation among them and reach a final understanding and agreement concerning the elements and operations of their respective water rights.

NOW THEREFORE, in compromise and settlement of this litigation, the parties to this agreement, United States of America through the U.S. Department of Interior Fish and Wildlife Service Hagerman National Fish Hatchery ("Hatchery"), Flying Triangle, Inc., Fred L. and V. John Mavencamp, Ronnie D. and Sharlene Smith, Nevada Omohundro, Shelby and Joan Wise, and the State of Idaho Department of Fish and Game, individually or by and through their respective counsel, hereby stipulate and agree that decrees shall be entered in these subcases defining the elements of the water rights on terms consistent with those set forth in this stipulation. On entry of a decree consistent with and no less restrictive than this stipulation, the objections of the United States in these subcases shall be deemed withdrawn. The parties further stipulate and agree as follows:

1. DEFINITIONS

a. Substitute Supply - A substitute supply of water is water supplied by a junior water right holder to a senior water right, not to exceed that to which the senior appropriator is entitled by virtue of his appropriation. To the extent that such substituted water is made available to meet the requirements of such senior, the right of such senior to draw water pursuant to his water right shall be deemed to be satisfied. Whenever substitute water is supplied to a senior appropriator, the supplier may take an equivalent amount for beneficial use.

b. Return Flow - Is water that is returned to a stream or source following diversion and beneficial use, and is not lost to evapotranspiration.

c. Administrative Call - An administrative call on the water source occurs when a senior water right holder seeks administrative curtailment of one or more junior water rights under the priority system, in order to produce additional water to meet the appropriative requirements of such senior, not to exceed that to which the senior appropriator is entitled by virtue of his appropriation.

d. User Call - A User Call under this agreement occurs when a Brailsford Ditch Water User with a water right described in Paragraph 5 herein contacts the junior water right holder, the Hagerman National Fish Hatchery, either verbally or in writing, and informs the Hatchery that the senior water right needs water for irrigation purposes consistent with its decreed water rights. This call shall be subject to the conditions set forth in Paragraph 12 below.

2. The parties agree that the individual water rights of the Brailsford Ditch Water Users from Len Lewis Spring, identified in Recital A and Paragraph 5 of this Stipulation, are senior in priority and right to the water rights possessed by the United States of America described in Paragraph B of the recitals. Nothing in this Stipulation shall be construed to alter the priority of water rights among the parties, and the United States recognizes, as holder of a water right junior to the water rights described in Paragraph 5, the right of a Brailsford Ditch Water User to call for use of its decreed amount of water at any time during the irrigation season, unless otherwise provided herein.

3. The parties agree that the "irrigation season" in the Hagerman Valley is variable depending on weather conditions, rainfall, temperature and crops being grown. However, the irrigation season recommended by the Idaho Department of Water Resources (IDWR) and not objected to by Flying Triangle, Inc., Ronnie D. and Sharlene Smith, Nevada Omohundro, Shelby and Joan Wise and the State of Idaho Department of Fish and Game is March 15 through November 15 of each year. All parties agree that the appropriate irrigation season to be decreed to the Brailsford Ditch water rights is March 15 through November 15 of each water year, or as otherwise determined in the SRBA.

4. Water diverted through the Brailsford Ditch under the water rights described in Paragraph 5 hereof is also used for stock water during the non-irrigation season. The Hatchery recognizes the existence of a senior water right in an amount reasonably necessary to provide water for winter stock use. In addition, it is recognized that the State of Idaho Department of Fish and Game has a water right for wildlife purposes which is junior to the stockwater right, and which uses water in the ditch at such times as it is available. The Brailsford Ditch Water Users agree that a flow of 4 c.f.s. at the ditch headgate is sufficient to meet the non-irrigation needs under these water rights. During the irrigation season, stockwater is incidental to the irrigation use, and does not constitute an additional diversion or water right over and above the flow diverted for irrigation use. Wildlife use during the irrigation season shall be incidental to irrigation uses.

5. The parties agree that the elements of the Brailsford Ditch Water Users water rights which are the subject of the above captioned subcases are properly described as follows:

a. Flying Triangle, Inc. (Claim No. 36-00030)

PRIORITY DATE: 09/01/1889

FLOW RATE: 8.0 c.f.s.

CONSUMPTIVE USE: 395.1 acre-feet

PURPOSE (USE): Irrigation, stock water

PERIOD OF USE: Irrigation: Irrigation season
as ultimately determined by
the court.
Stock: 1/1 - 12/31

ACRES IRRIGATED: 131.7

- b. Fred L. and V. John Mavencamp (Claim No. 36-00104A)
- PRIORITY DATE: 09/01/1889
- FLOW RATE: As determined by the Court,
but not to exceed 3.0 c.f.s.
- CONSUMPTIVE USE: As determined by the Court
based upon acres irrigated
- PURPOSE (USE): Irrigation, stock water
- PERIOD OF USE: Irrigation: Irrigation season
as ultimately determined by
the court.
Stock: 1/1 - 12/31
- ACRES IRRIGATED: As determined by the Court,
but not to exceed 70 acres
- c. Ronnie D. and Sharlene Smith (Claim No. 36-00104B)
- PRIORITY DATE: 09/01/1889
- FLOW RATE: 1.0 c.f.s.
- CONSUMPTIVE USE: 52.5 acre-feet
- PURPOSE (USE): Irrigation, stock water
- PERIOD OF USE: Irrigation: Irrigation season
as ultimately determined by
the court.
Stock: 1/1 - 12/31
- ACRES IRRIGATED: 15
- d. Nevada Omohundro (Claim No. 36-00043A)
- PRIORITY DATE: 09/01/1889
- FLOW RATE: 1.4 c.f.s.
- CONSUMPTIVE USE: 42 acre-feet
- PURPOSE (USE): Irrigation, stock water

PERIOD OF USE: Irrigation: Irrigation season
as ultimately determined by
the court.
Stock: 1/1 - 12/31

ACRES IRRIGATED: 12

SOURCE: Brailsford Ditch

e. Shelby and Joan Wise (Claim No. 36-00084)

PRIORITY DATE: 09/01/1889

FLOW RATE: As determined by the Court,
but not to exceed 1.4 c.f.s.

CONSUMPTIVE USE: As determined by the Court
based upon the acres irrigated

PURPOSE (USE): Irrigation, stock water

PERIOD OF USE: Irrigation: Irrigation season
as ultimately determined by
the court.
Stock: 1/1 - 12/31

ACRES IRRIGATED: 23, or as determined by the
Court.

f. State of Idaho Department of Fish and Game (water
right claim number 36-00012)

PRIORITY DATE: 09/01/1889

FLOW RATE: 2.2 c.f.s.

CONSUMPTIVE USE: 189 acre-feet *W. n. B.*

PURPOSE (USE): Irrigation *J. D. B. 11/11/11*
S. W. F. L. m.
N. G. 11/11/11

PERIOD OF USE: Irrigation season as
ultimately determined by the
court.

ACRES IRRIGATED: 54

6. The United States and Fred L. and V. John Mavencamp
further agree that in compromise and settlement of the objections
of the United States to Claim No. 36-00104A, and as a condition
of agreement to the elements of the water right set forth in

Paragraph 5.b. herein, the Mavencamps shall not place an Administrative or User Call on the Hatchery for a flow in excess of 2.15 c.f.s. (as measured at the Brailsford Ditch headgate) prior to April 16 of any year, or after October 14 of any year. Between April 16, and October 14 of each year the water right may divert water and enforce a User Call or an Administrative Call to the full amount of the water right as finally determined by the court. Nothing in this Paragraph is intended to abandon any part of the water right defined by Claim No. 36-00104A, nor waive any rights as against any water user other than the Hatchery.

7. Relative priority notwithstanding, during the period from the beginning of the irrigation season through April 15 and October 15 through the end of the irrigation season of each year, the parties agree that in order to maximize beneficial use of water flowing from Len Lewis Spring, the Hagerman National Fish Hatchery shall be allowed to divert its entire junior water right of 21.2 c.f.s. from Len Lewis Spring, so long as a substitute supply of water is supplied to meet a User Call for water. Except as provided in Paragraph 14, operation of the pump-back system as provided for herein shall be deemed to satisfy the User Call for irrigation water.

8. In the event that beneficial use of the water from Len Lewis Spring by all appropriators exceeds the flow rate of the spring during the period from the beginning of the irrigation season through April 15 and October 15 through the end of the irrigation season of each year, the Hatchery shall return to the Brailsford Ditch, through the pump-back system described below, an amount of water sufficient to satisfy a User Call by a Brailsford Ditch Water User up to the amount decreed as set forth in Paragraph 5 above minus the amount released at the Brailsford Ditch headgate.

9. The Hatchery shall complete construction of a pump-back system, which will allow the Hatchery to pump water diverted from Len Lewis Spring and applied to beneficial use back into the Brailsford Ditch above the initial point of irrigation use by the Brailsford Ditch Water Users. This pump-back system will enable the United States to make out of priority diversions without injury to the senior water rights by providing a substitute supply of water to meet the Users Call of the Brailsford Ditch Water Users.

- a. Upon completion, the pump-back system should be capable of delivering a return flow to the Brailsford Ditch. The Hatchery's out of priority diversions will be limited by its ability to provide a substitute supply to meet a User Call.

- b. The Hatchery shall be responsible for all construction costs which accompany establishment of the pump-back system. The Hatchery is required to adequately maintain all structural elements of the system, and shall bear all costs associated with maintenance and operation of the pump-back system for purposes of meeting a User Call.
- c. The pump-back system shall have a bypass valve which is capable of allowing the flow to the Brailsford Ditch to be adjusted, or, if necessary, shut off in an emergency situation.
- d. Prior to completion of the pump-back system, if no substitute supply of water is available, irrigation water shall be diverted from Len Lewis spring under the relative priorities of the water rights.

10. Prior to March 1 of each year, the Hatchery and the Ditch Association shall meet to discuss the projected water needs for irrigation and the Hatchery between the beginning of the irrigation season and April 15 of that year, and attempt to coordinate their use to maximize beneficial use.

11. Notices to the Hatchery provided for herein shall be given to the Hatchery Manager, or the Manager's designee. Notices by or to Brailsford Ditch Water Users provided for herein shall be through the president of the Brailsford Ditch Association or the President's designee. Notice may be provided in person, or by phone.

12. The Brailsford Ditch Water Users agree that a User Call shall not be placed on the junior water rights of the United States unless there is a need for irrigation water, and the water can and will be placed to beneficial use for irrigation purposes. At the beginning of the irrigation season, the Ditch Association shall give at least two days notice to the Hatchery of its increased need for water and advise the Hatchery of the date on which it will begin calling for water, and the approximate flow rate of water to be called.

13. Prior to April 15th, should the Ditch Association, after every reasonable effort, be unable to notify the Hatchery of the need for water as provided in Paragraph 12, the President of the Brailsford Ditch Water Users, or his designee, may make such headgate adjustments as are necessary increase the flow to the Brailsford Ditch, and decrease flow to the Hatchery, to meet the irrigation demands, and shall notify the Hatchery of such changes on the first business day following the headgate

adjustment, so that use of the pump-back system can be implemented, as necessary.

14. The parties recognize that there may be extreme years in which the irrigators may need a flow of water greater than the amount provided through use of the pump-back system prior to April 15 of the year. If the irrigators find that the irrigation needs exceed or will exceed the amount supplied through use of the pump-back system, the Ditch Association shall notify the Hatchery of this additional User Call, and will meet with the Hatchery to explain the need and reach a cooperative resolution. Pending such meeting, the Hatchery will deliver sufficient water to the Brailsford Ditch to satisfy the call.

15. In the event of an emergency during the time of pump-back operation, such as a break in the Brailsford Ditch, the Brailsford Ditch Water Users shall immediately notify the Hatchery of the need to shut down the pump-back system. If Hatchery personnel are not available to shut the pump-back system down, then the Brailsford Ditch Water Users, by the Ditch Association President, or designee who has been instructed in shut off procedures, may adjust the bypass valve on the pump-back system to return all pumped water to Riley Creek. Hatchery personnel shall instruct Brailsford Ditch Association President and any designees in use of the bypass system and shutoff mechanisms.

16. In order to help in the administration of this agreement, the Brailsford Ditch Water Users shall install and properly maintain a water measuring device in the ditch as required by Idaho statute. The Hatchery shall also install and properly maintain a water measuring device as part of the pump-back system.

17. The parties recognize that the outfall to the State Wildlife Management Area (WMA) has frequently been used as a wasteway for water excess to irrigation needs. The parties agree, however, that in order to maximize beneficial use it is necessary to control flow in the Brailsford ditch by adjusting diversions, rather than by spilling excess to the WMA. Therefore, during the period from October 15 to April 15, the Brailsford Ditch Water Users shall, when possible, minimize the use of the WMA as a wastewater discharge at any time that it is placing a User Call on the junior water rights of the United States. To this end:

- a. The water users using water for irrigation shall notify the Hatchery as to when the water user expects to be done with water use, so that adjustments can be made to decrease flow to the ditch when it is no longer

needed. Notice shall be given to the Hatchery at least one day prior to the desired change in ditch flow.

b. The Hatchery shall adjust the headgate within an hour of the time requested, or alternatively shall advise the user that the change cannot be made as requested.

c. If the Hatchery does not, or cannot make the requested flow changes within an hour of the time requested, or if an emergency situation occurs that requires action before notice can be given and the changes in diversion made, then the WMA may be used as a wastewater outlet. However, the Brailsford Ditch Association shall simultaneously notify the Hatchery of the action being taken.

18. The United States agrees to the following conditions regarding the water quality of the substitute supply during pump-back operation:

a. Return flow from the Hatchery will continue to be delivered to Riley Creek, subject to applicable water quality standards. Riley Creek will be used as a conduit, for a short distance, to deliver the substitute supply of water to the location of the pump-back system. The substitute supply of water pumped to the Brailsford Ditch will be taken directly from Riley Creek.

b. Hatchery effluent returned to Riley Creek shall meet applicable state and federal water quality standards established at the time of this agreement or in the future. The pump-back system may not be used to deliver water to the Brailsford Ditch at any time that the Hatchery effluent fails to meet such water quality standards.

c. Water delivered to the Brailsford Ditch through the pump-back system shall not cause the concentration of nitrate-N in the water delivered to the Brailsford injection well to exceed the primary drinking water standards for nitrate-N, or the concentration of nitrate-N in the receiving water, as that term is used in IDAPA 37, Title 03, Chapter 03, §050.02.ii, whichever requirement is less stringent.

d. The parties hereto acknowledge that the water in the Brailsford Ditch which is delivered to the injection well at the end of the system currently

contains coliform bacteria. The parties further acknowledge that the Idaho Water Resource Board Rules for the Construction and Use of Injection Wells have no clear numeric standards for coliforms. The United States agrees that operation of the pump-back system shall not cause an increase in the level of coliform bacteria or other effluents in the Brailsford Ditch which results in the Idaho Department of Water Resources prohibiting the use of the injection well. Further, the parties acknowledge the importance of the Len Lewis Spring water quality to all users and therefore, agree to work together in addressing water quality issues at the spring source.

e. In order to help determine the impacts, if any, of the pump-back system on the quality of water being injected into the injection well, the Hatchery shall take water samples in each year in which the pump-back system operates. The water samples shall be analyzed for both coliforms and nitrate-N by an independent laboratory. At a minimum, samples shall be taken as follows:

Locations: Len Lewis Spring,
 Riley Creek at the pump location,
 Brailsford injection well, and
 Domestic well closest to injection
 well.

Time: Prior to pump-back operation,
 During pump-back operation.

19. The United States acknowledges that the Brailsford Ditch Water Users are concerned about potential algae growth resulting from the use of the pump-back system. The United States understands that the Brailsford Ditch Water Users currently take steps to remove algae from one to three times a year. Although the Hatchery does not agree that use of the pump-back system is likely to increase algae growth in the Brailsford Ditch, in order to foster a working relationship between the parties, the Hatchery agrees to participate in cleaning the algae from the ditch under the following conditions:

a. The Hatchery shall only participate in those years in which the pump-back system operates.

b. The Hatchery shall only participate in the cleaning operation once in any one water year, after use of the pump-back system.

c. The Hatchery shall bear no more than 1/7 (one-seventh) the total cost in man-hours or funding for the cleaning operation.

20. Should disagreement arise between the parties regarding the need for irrigation water, issues of waste, adequacy of the substitute water or other technical issues, the parties shall first meet to attempt to cooperatively resolve issues and maximize beneficial use, while also recognizing and meeting the legitimate needs of the senior users. Should this cooperative effort fail to resolve the issue, the parties agree that an attempt should be made to mediate any dispute. The parties agree that IDWR is the appropriate entity to mediate disputes regarding water use in Idaho. If an appropriate person from IDWR is not available on a timely basis, the parties shall ask a mutually agreeable neutral party to mediate the dispute. Pending any resolution of such a conflict, the Hatchery will operate the pump-back system and/or forgo diversions sufficient to meet the call for water for the Brailsford Ditch water rights described in Paragraph 5 hereof. Nothing in this Paragraph shall impair a party's right to make an administrative call if the actions described herein fail.

21. This agreement shall be effective and binding upon the parties hereto, and shall be binding upon and inure to the benefit of the successors, heirs, assignees or personal representatives of the parties hereto upon the signature of all of the parties. All provisions of this agreement, including all benefits and burdens, shall run with the water rights described in Paragraph 5 herein.

22. This agreement shall be filed in the Records of the Clerk and Recorder for Gooding County.

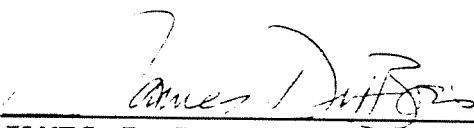
23. This agreement may be signed in counterpart, all of which together, will for all purposes, constitute one agreement, binding on the parties, notwithstanding that all parties may not have signed the same copy of the Stipulation.

Dated this 11th day of September, 1996

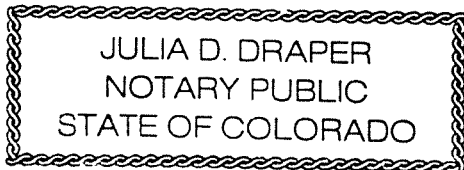
UNITED STATES OF AMERICA

LOIS J. SCHIFFER
Assistant Attorney General

BY:


JAMES J. DuBOIS
Attorney,
General Litigation Section
Environment and Natural
Resources Division
U.S. Department of Justice
999 18th Street,
Suite 945 North Tower
Denver, Colorado 80202
(303) 312-7341

SWORN TO AND SUBSCRIBED BEFORE ME, in my presence, this 17th
day of January, 1997, a Notary Public in and for the County of
Denver, State of Colorado.



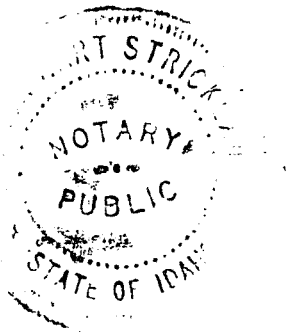

NOTARY PUBLIC - STATE OF COLORADO

My Commission Expires:
Dec. 2, 1998

HAGERMAN NATIONAL FISH HATCHERY

BY: Bryan Kenworthy
BRYAN KENWORTHY
U. S. Fish and Wildlife
Service
Hagerman National Fish
Hatchery

SWORN TO AND SUBSCRIBED BEFORE ME, in my presence, this 21
day of January, 1997, a Notary Public in and for the County of
Gooding, State of Idaho.



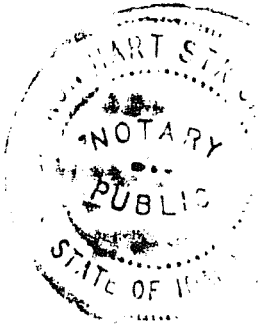
Maureen Part Strickland
NOTARY PUBLIC - STATE OF IDAHO
Residing at Gooding
My Commission Expires: 12-17-97

FLYING TRIANGLE, INC.

BY: William Brailsford
William Brailsford, Secretary

Dated: 1-21-97

SWORN TO AND SUBSCRIBED BEFORE ME, in my presence, this 21st
day of January, 1997, a Notary Public in and for the County of
Gooding, State of Idaho.



Marion Hart Stuckland
NOTARY PUBLIC - STATE OF IDAHO

Residing at Gooding
My Commission Expires: 12-17-97

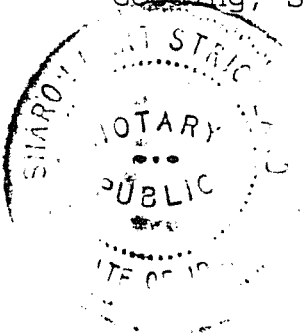
SHELBY AND JOAN WISE

BY: Shelby Wise
Shelby Wise

Dated: 1-21-97

1049 B.E. 2925 S.
Hoguman, Idaho
83312

SWORN TO AND SUBSCRIBED BEFORE ME, in my presence, this 21st
day of January, 1997, a Notary Public in and for the County of
Gooding, State of Idaho.



Sharon Hart Stubble
NOTARY PUBLIC - STATE OF IDAHO

Residing at Gooding
My Commission Expires: 12-17-97

FRED L. AND V. JOHN MAVENCAMP

Fred L Mavencamp
Pro se

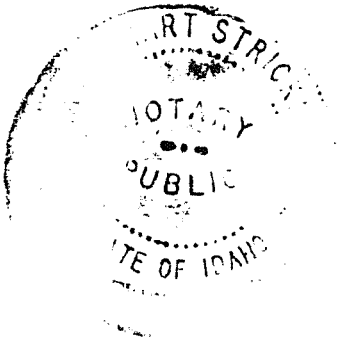
Dated: 1-21-97

V John Mavencamp
Pro se

Dated: 1-21-97

SWORN TO AND SUBSCRIBED BEFORE ME, in my presence, this 21st
day of January, 1997, a Notary Public in and for the County of
Gooding, State of Idaho.

Sharon Hart Stripland
NOTARY PUBLIC - STATE OF IDAHO
Residing at Gooding
My Commission Expires: 12-17-97

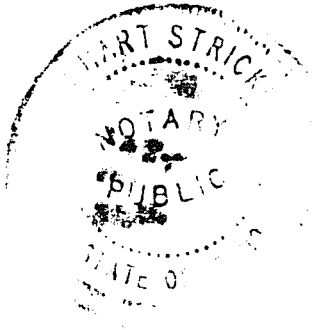


NEVADA OMOHUNDRO

Nevada Omohundro
Pro se

Dated: Jan 21 '97

SWORN TO AND SUBSCRIBED BEFORE ME, in my presence, this 21st
day of January, 1997, a Notary Public in and for the County of
Gooding, State of Idaho.



Mark Strickland
NOTARY PUBLIC - STATE OF IDAHO
Residing at Gooding
My Commission Expires: 12-17-97

RONNIE D. AND SHARLENE SMITH

Ronnie D. Smith
Pro se Sharlene Smith

Dated: Jan 21-97

SWORN TO AND SUBSCRIBED BEFORE ME, in my presence, this 21st
day of January, 1997, a Notary Public in and for the County of
Gooding, State of Idaho.



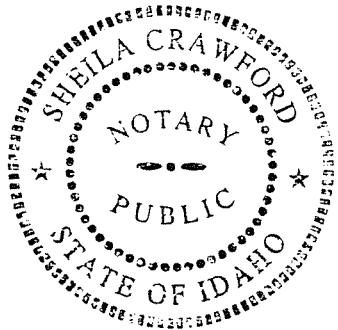
Sharon Hart Strickland
NOTARY PUBLIC - STATE OF IDAHO
Residing at Gooding
My Commission Expires: 12-17-97

STATE OF IDAHO DEPARTMENT OF FISH AND GAME

BY: *Rinda Just*
RINDA JUST
Deputy Attorney General
Natural Resources Division
Statehouse, Room 210
PO Box 83720
Boise, Idaho 83720-0010

Dated: 2-11-97

SWORN TO AND SUBSCRIBED BEFORE ME, in my presence, this 11th
day of February, 1997, a Notary Public in and for the County of
Ada, State of Idaho.



Sheila Crawford
NOTARY PUBLIC - STATE OF IDAHO
My Commission Expires: 5/9/02

CERTIFICATE OF MAILING

I hereby certify that on this 18th day of March, 1997, I served a true and correct copy of the foregoing **STIPULATION** by depositing a copy in the U.S. mail, postage prepaid, upon the following:

Clerk of the SRBA Court (original)
District Court
253 3rd Avenue, North
Twin Falls, Idaho 83303

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

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

Clive Strong, Attorney General
Office of the Attorney General
State of Idaho
P.O. Box 44449
Boise, Idaho 83711-4449

Rinda Just, Deputy Attorney General
Idaho Department of Fish & Game
P. O. Box 83720
Boise, Idaho 83720-0010

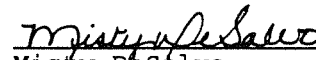
Nevada Omohundro
2901 South 1050 East
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Sharlene and Ronnie Smith
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