



**Signatures and Addresses of Parties and their Attorney of Record**  
(attach additional page if necessary):

I have read this form and know its contents and that the statements are true to the best of my knowledge and belief.

Name: R. Wanda Smith  
Address: 138 N. Water Box 827  
City/State/Zip: Arco, Idaho 83213  
Attorney of Record:

R Wanda Smith Sept 1, 1995  
Party's Name Date

Names: United States through  
Department of Justice  
Address: 601 Pennsylvania Ave., NW  
City/State/Zip: Washington, D.C. 20004  
Attorney of Record: Daria J. Zane  
R. Lee Leininger

Daria J. Zane 7/27/95  
Attorney's Signature Date

RIGHT  
WILLIAMS

NAME &amp; ADDRESS

PRIORITY  
DATE

PURPOSE OF USE

PERIOD OF USE  
FROM TO

MAXIMUM  
QUANTITY

### BASIS OF CLAIM

**SOURCE: BIG LOSI RIVER**

**TRIBUTARY: SINKS**

36-116190

US DEPT OF INTERIOR  
BUREAU OF LAND MANAGEMENT  
IDAHO STATE OFFICE  
3380 AMERICANA TERRACE  
BOISE ID 83706

06/28/1936 STOCKWATER

01-01 12-31

23. CFS BENEFICIAL USE

**NON-IRRIGATION-USES:**

STOCKWATER, 1000 RANGE CATTLE; WILDLIFE, VARIABLE AMOUNT  
POINT OF DIVERSION.

POINT OF DIVERSION:

| LOT  | 1    | (   | NENE) | (B) |
|------|------|-----|-------|-----|
| 102N | R27E | S01 | SENE  | (B) |
| 103N | R27E | S20 | NESE  | (E) |
| 102N | R28E | S01 | SESE  | (E) |
| 103N | R27E | S35 |       |     |

## PLACE OF USE: STOCKWATER

| 102N R27E S01<br>R28E | Lot 1 | (NENE) | SENE<br>NUSW<br>NUSE | SUSW<br>SUSE   | SESW         |
|-----------------------|-------|--------|----------------------|----------------|--------------|
| S02                   |       | SESE   |                      |                |              |
| S03                   |       | SUSW   | SESW                 |                |              |
| S04                   |       | SUNE   | SUNW                 |                |              |
| S05                   |       | NESE   | NESE                 | SESW           |              |
|                       |       | SUNE   | NUSE                 | SESE           |              |
| S06                   | Lot 1 | (NENE) | SENE<br>SESW         | SESE<br>(NUNW) | SUNW         |
| S09                   |       | SESW   |                      |                | Lot 5 (SUNW) |
| S10                   |       | NESE   | NUNE                 |                |              |
| S11                   |       | NESE   | SUNE                 | SENE           | NUNW         |
|                       |       | SUNW   | SESW                 | NUSE           | NUNW         |
| S12                   |       | NUNE   | SESW                 |                |              |
| 103N R27E S20         |       | SENE   | SUSE                 | SESE           | SESW         |
| S21                   |       | SUNW   | NUSW                 | SUSW           |              |
| S22                   |       | NESE   | SUNE                 | SUNW           | SESW         |
| S26                   |       | NUSW   | NUSW                 | SUSW           |              |
| S27                   |       | SUNE   | SENE                 |                |              |
|                       |       | NESE   | NUSE                 | SENE           | SESW         |
| S28                   |       | NUNW   | NUNW                 |                |              |
| S35                   |       | NUNW   | NUNW                 |                |              |
|                       |       | SESW   | NUSE                 |                |              |
|                       |       |        |                      |                | SENE         |

| REMARKS: | THIS RIGHT AND OTHER RIGHTS COMMON TO THE SAME GRAZING ALLOTMENT SHALL BE LIMITED TO THE QUANTITY OF WATER BENEFICIALLY USED | NEW | HOUSE |
|----------|------------------------------------------------------------------------------------------------------------------------------|-----|-------|
|          |                                                                                                                              |     |       |

Exhibit I

## INSTRUCTIONS FOR MAILING

You must mail the form, including all attachments, to the Clerk of the SRBA Court and to the parties identified in the Certificate of Mailing. **FAX filings will not be accepted by the SRBA Clerk of the Court.**

**You must sign the Certificate of Mailing to show that you followed these steps.**

## CERTIFICATE OF MAILING

I certify that on Sep 7, 19995, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

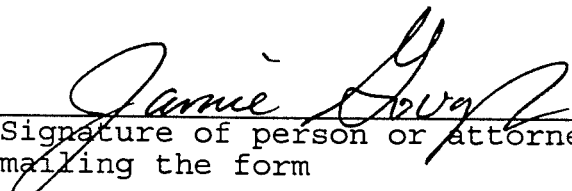
Clerk of the District Court  
Snake River Basin Adjudication  
253 Third Avenue North  
P.O. Box 2707  
Twin Falls, ID 83303-2707

2. Copies to:

Chief, Natural Resources Division  
Office of the Attorney General  
State of Idaho  
P.O. Box 44449  
Boise, ID 83711-4449

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

R. Wanda Smith  
138 N. Water Box 827  
Arco, ID 83213

  
\_\_\_\_\_  
Signature of person or attorney  
mailing the form

RECEIVED

SEP 07 1995

Department of Water Resources  
Adjudication Bureau

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 No. 34-04190-2 |
|                | ) |                        |
| Case No. 39576 | ) | STIPULATION            |
|                | ) |                        |
|                | ) |                        |

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**DESCRIPTIVE SUMMARY**

This is a stipulation to resolve the objection to water right number 34-04190-2.

**STIPULATION**

To resolve the dispute over the above-captioned water right, the United States of America (the claimant), and R. Wanda Smith (the objector), stipulate and agree that:

1. Exhibit 1 to the Standard Form 5 for water right no. 34-04190-2, attached hereto and incorporated by reference herein, sets forth the description of the water right as agreed by the parties. All decrees, whether partial or final, should describe the water right as shown on Exhibit 1 to the Standard Form 5.

2. The Standard Form 5 and this stipulation have been reached through good faith negotiations for the purpose of resolving legal disputes, including pending litigation, and all parties agree that no offers and/or compromises made in the course thereof shall be construed as admissions against interest or be used in any legal proceeding, and that this agreement is

not and shall not be used as precedent for any other claim to a water right.

3. All parties agree to bear their own costs and attorney's fees in connection with this matter.

4. The Standard Form 5 and this stipulation were entered into and executed voluntarily by all parties in good faith, and without any fraud, misunderstanding, overreaching, misrepresentation, duress, or undue influence whatsoever.

Dated this 1st day of Sept, 1995.

R Wanda Smith  
R. Wanda Smith  
Objector

Dated this 22 day of August, 1995.

D. J. Zane  
DARIA J. ZANE/R. LEE LEININGER  
Attorneys  
General Litigation Section  
Env. & Natural Resources Div.  
U.S. Department of Justice