



United States Department of the Interior

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OFFICE OF THE SOLICITOR
Intermountain Region
Boise Field Office
Federal Building & U.S. Courthouse
Box 020-550 West Fort Street
Boise, Idaho 83724-0020

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FEB 08 1996

Department of Water Resources
Adjudication Bureau

February 6, 1996

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FEB 07 1996

OFFICE OF THE
ATTORNEY GENERAL

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

RE: Subcase Nos. 34-00469 and 34-00471

Dear Clerk of the Court:

Attached is a Standard Form 5 for subcases 34-00469 and 34-00471 with an accompanying "Stipulation". Also, attached to the SF5s is a letter from Matt Howard to William Ferry with attached documents. These documents will: 1) show the IDWR's concurrence with the SF5s and, 2) aid the Special Master with minor typographical corrections intended to be made on the record at the next Standard Form 5 hearing.

Sincerely,


William M. Ferry,
Attorney

**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. 34-00469
	)	
Case No. 39576	)	
	)	STIPULATION
	)	
_____	)	

DESCRIPTIVE SUMMARY

This is a stipulation to resolve the objection to the above-captioned water right.

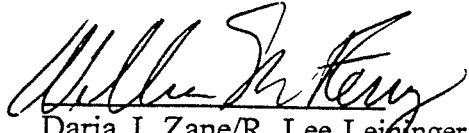
STIPULATION

To resolve the dispute over the above-captioned water right, the parties stipulate and agree that:

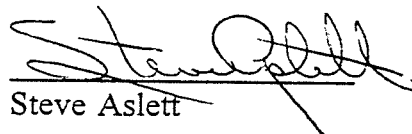
1. The Standard Form 5 for the water right attached hereto and incorporated by reference herein, sets forth the description of the water right as agreed by the parties. All decrees, whether partial or final, should describe the water right as shown in the Standard Form 5.
2. The Standard Form 5 and this 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 24th day of November


Daria J. Zane/R. Lee Leininger
William M. Ferry Attorneys
Environment and Natural Res.
Division/US Dept. of Justice

Dated this 18 day of Jan


Steve Aslett