

RECEIVED

SEP 05 1996

Department of Water Resources

COPY

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. 34-04169

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:

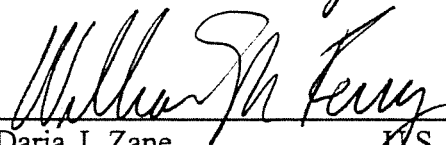
1. The Standard Form 5 for the water right attached hereto and incorporated by reference herein, sets forth the description of the water right as agreed by the parties. All decrees, whether partial or final, should describe the water right as shown in the Standard Form 5.
2. The parties further agree that the cumulative quantity of water for all de minimis claims in the allotment is only that quantity beneficially used to water the stock in the allotment. This provision does not effect BLM's allotment management authority.
3. 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.

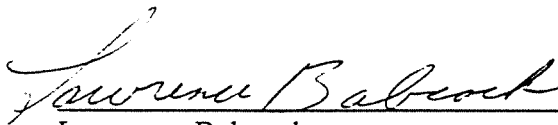
4. All parties agree to bear their own costs and attorney's fees in connection with this matter.

5. 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 31st day of July, 1996


Daria J. Zane, U.S. Department of Justice
R. Lee Leininger, Environment and Natural Resources
P. Fritz Holleman, Division, General Litigation Section
William M. Ferry,
Attorneys

Dated this 5 day of September, 1996


Lawrence Babcock