

LEGISLATIVE SUMMARY SHEET

Tracking No. 0109-24

DATE: May 13, 2024

TITLE OF RESOLUTION: AN ACTION RELATING TO THE RESOURCES AND DEVELOPMENT, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES AND THE NAVAJO NATION COUNCIL; APPROVING THE NORTHEASTERN ARIZONA INDIAN WATER RIGHTS SETTLEMENT AGREEMENT; APPROVING A LIMITED WAIVER OF SOVEREIGN IMMUNITY TO ALLOW THE NAVAJO NATION TO BE JOINED AS A PARTY IN CERTAIN ACTIONS; CONSENTING AND CONDITIONALLY APPROVING ASSOCIATED RIGHTS-OF-WAY AND WAIVING ASSOCIATED TAXES REQUIRED UNDER NAVAJO LAW; REQUESTING WAIVERS OF SECTIONS CONTAINED IN 25 C.F.R. PART 169; AND APPROVING THE SIDE AGREEMENT CONCERNING C-AQUIFER PUMPING

PURPOSE: The purpose of this legislation is to approve the Northeastern Arizona Indian Water Rights Settlement Agreement and to approve a limited waiver of sovereign immunity.

Final Authority: Navajo Nation Council

Vote Required: 2/3 vote of the full membership of the Navajo Nation Council

This written summary does not address recommended amendments as may be provided by the standing committees. The Office of Legislative Counsel requests each Council Delegate to review each proposed resolution in detail.

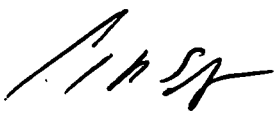

5-DAY BILL HOLD PERIOD Johnson
Website Posting Time/Date 8:59pm; 05-13-24
Posting End Date: 05-18-24
Eligible for Action: 05-19-24

Resources & Development Committee
Thence
Budget & Finance Committee
Thence
Naabik'iyáti' Committee
Thence
Navajo Nation Council

1 NAVAJO NATION COUNCIL RESOLUTION
2 25th NAVAJO NATION COUNCIL – Second Year, 2024

3 INTRODUCED BY

4
5
6 _____
(Prime Sponsor)

7  
8 TRACKING NO. 0109-24
9

10 AN ACTION

11 RELATING TO THE RESOURCES AND DEVELOPMENT, BUDGET AND
12 FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES AND THE NAVAJO NATION
13 COUNCIL; APPROVING THE NORTHEASTERN ARIZONA INDIAN WATER
14 RIGHTS SETTLEMENT AGREEMENT; APPROVING A LIMITED WAIVER OF
15 SOVEREIGN IMMUNITY TO ALLOW THE NAVAJO NATION TO BE JOINED AS
16 A PARTY IN CERTAIN ACTIONS; CONSENTING AND CONDITIONALLY
17 APPROVING ASSOCIATED RIGHTS-OF-WAY AND WAIVING ASSOCIATED
18 TAXES REQUIRED UNDER NAVAJO LAW; REQUESTING WAIVERS OF
19 SECTIONS CONTAINED IN 25 C.F.R. PART 169; AND APPROVING THE SIDE
20 AGREEMENT CONCERNING C-AQUIFER PUMPING
21

22 **BE IT ENACTED:**

23
24 **SECTION ONE. AUTHORITY**

- 25
26 A. The Resources and Development Committee is a standing committee of the Navajo
27 Nation Council empowered with oversight authority over the waters of the
28 Navajo Nation and to protect this resource for the Navajo Nation and the Navajo
29 People, now and for future generations. 2 N.N.C. §§ 500 (A) and 500 (C)(1).
30

- 1 B. The Budget and Finance Committee is a standing committee of the Navajo Nation
2 Council empowered with oversight authority over the budget, finance, investment,
3 bonds, contracting, insurance, audits, accounting, taxes, loans, and chapter budget
4 and finance and is empowered to review and recommend to the Navajo Nation
5 Council the budgeting, appropriation, investment, and management of all funds.
6 2 N.N.C. §§300(A), 300(C), and 301(B)(2).
- 7 C. The Naabik'íyáti' Committee is established as a standing committee of the
8 Navajo Nation Council empowered to review proposed legislation which requires
9 final action by the Navajo Nation Council. 2 N.N.C. §§ 164(A)(9), 700(A), and
10 701(A)(7).
- 11 D. The Navajo Nation Council is the governing body of the Navajo Nation. 2 N.N.C.
12 § 102(A).
- 13 E. Any waiver of tax or associated interest requires a two-thirds (2/3) vote of the full
14 membership of the Navajo Nation Council. 24 N.N.C §106.
- 15 F. The Navajo Nation Council is authorized to approve a limited waiver of the
16 Navajo Nation's sovereign immunity by a two-thirds (2/3) vote of the full
17 membership of the Navajo Nation Council. 1 N.N.C § 554(C) and 2 N.N.C § 223(C).

18
19 **SECTION TWO. ARIZONA WATER RIGHTS IN THE UPPER AND LOWER**
20 **COLORADO RIVER BASINS AND SETTLEMENT NEGOTIATIONS**

- 21 A. Since Navajo creation, water has served as a fundamental element to Navajo life.
22 *Tó béí da' iiná*, (with water, there is life), and it is elemental to *Hózhóogo Oodáál*
23 (the Navajo Way of Life). We pray and make offerings for rain to fill our rivers so
24 our animals, crops, land, and people can grow and thrive. In the *Hózhóóji*
25 (Blessingway Ceremony), we cleanse our bodies with water and wash our hair to
26 restore harmony to our lives. Many Navajo People are connected to water through
27 our clan names.
- 28 B. Water is a fundamental element to Navajo ceremonial life, provides nourishment and
29 hygiene for the Navajo People, waters Navajo crops and livestock, and sustains
30 Navajo wildlife and riparian vegetation.

- 1 C. In recognition of *Tó'ée'iiná at'e* (water is life), the Navajo Nation Council has
2 determined that water is essential “to provide for a permanent homeland for the
3 Navajo People.” 22 N.N.C. § 1101.
- 4 D. *Bits'íís Nínee* (River of Long Life Span – the Colorado River) and *Tolchi'íkooh* (Red
5 Water Wash – the Little Colorado River), born from our sacred mountains, are two
6 of the four sacred rivers that set the boundaries for *Diné'tah* (Navajoland) and are
7 protectors for the Navajo People. The settlement of the Navajo Nation’s claims to
8 waters located in Arizona ensures that these rivers will continue to protect the Navajo
9 Nation and the Navajo People and sustain life on our lands – forever.
- 10 E. Navajo communities in Arizona that encompass portions of the Upper Basin of
11 *Bits'íís Nínee* (the “Upper Basin”) and the Lower Basin of *Bits'íís Nínee* (the
12 “Lower Basin”), including the *Tolchi'íkooh* Basin (the “Little Colorado River Basin”
13 or “LCR Basin”), have severe water infrastructure deficiencies that negatively impact
14 the health, economy, and welfare of the Navajo People and the Navajo Nation, as
15 recognized by the Navajo Nation Department of Water Resources. Water Resource
16 Development Strategy for the Navajo Nation (July 2011) at VIII.
- 17 F. In 2020, during the Coronavirus (“COVID-19”) pandemic, the lack of water
18 infrastructure on the Navajo Nation exacerbated the spread of the virus, which
19 infected more than 90,000 Navajo People, resulted in the death of more than 2,000
20 Navajo People, and placed the Navajo Nation in the global and national spotlight for
21 its lack of access to clean water. Without access to potable water, Navajo
22 communities remain disproportionately vulnerable to COVID-19 and other infectious
23 diseases.
- 24 G. The lack of water infrastructure and access to potable water sources on the Navajo
25 Nation is compounded by intensifying and rapid climate change and a megadrought
26 impacting the American Southwest, including the Navajo Nation. Settlement of the
27 Navajo Nation’s water rights claims in Arizona will protect the Navajo People from
28 these impacts and sustain continued life on the Navajo Nation by ensuring that
29 meaningful water sources, including surface water from the Colorado River Upper
30

1 Basin and Lower Basin, will be available and accessible to the Navajo People in the
2 near term and for generations to come.

3 H. Beginning in 1978, in an effort to quantify the rights of the various Tribes and other
4 users, the State of Arizona commenced the General Stream Adjudication of the Little
5 Colorado River (“LCR”) System and Source situated in the Lower Basin (the “LCR
6 adjudication”).

7 I. In 1985, the Navajo Nation joined the proceedings and filed its original statement of
8 claims with respect to the LCR Basin.

9 J. The Navajo Nation has been a participant and party in the active litigation of certain
10 claims to groundwater and surface water by the Hopi Tribe in *In re the General*
11 *Adjudication of All Rights to Use Water in the Little Colorado River System and*
12 *Source*, Contested Case No. CV 6417-203 (the “Hopi Contested Case”) since 2016.
13 On May 25, 2022, the Special Master overseeing the case issued a recommended
14 decree that recognized a mere third of the rights that the Hopi Tribe claimed in its
15 Amended Statement of Claimant and established significant caps on the amount of
16 water the Hopi Tribe can pump for domestic, commercial, municipal, and light
17 industrial (“DCMI”) uses – even from aquifers underlying the Hopi Reservation. The
18 Special Master’s recommended decree is currently before the Superior Court judge.

19 K. In April 2023, the Special Master conducted the Phase I trial for the Navajo Nation’s
20 claims for DCMI, livestock, and wildlife watering uses in *In re the General*
21 *Adjudication of All Rights to Use Water in the Little Colorado River System and*
22 *Source*, Contested Case No. CV 6417-300 (the “Navajo Nation Contested Case”).
23 The Phase II trial of the Navajo Nation Contested Case concerning the Nation’s
24 remaining claims (cultural, unique tribal, recreation, fish, wildlife and conservation,
25 heavy industrial/commercial, and irrigation uses) is currently set to begin in 2027.

26 L. On April 15, 2023, a Leadership Meeting was held among President Buu Nygren,
27 Speaker Crystalyne Curley, the Naabik’íyáti’ Committee of the 25th Navajo Nation
28 Council, and the Navajo Nation Water Rights Commission wherein they committed
29 to commencing renewed efforts to settle the Navajo Nation’s comprehensive claims
30 to water rights in the State of Arizona. This has resulted in a negotiated settlement

1 titled Northeastern Arizona Indian Water Rights Settlement Agreement (the
2 “Settlement Agreement”) attached as **Exhibit A**.

3 M. On April 19, 2023, the Navajo Nation Water Rights Commission, by the authority
4 granted in its Plan of Operation, passed NNWRC-2023-005, thereby establishing a
5 Navajo Nation Water Rights Negotiation Team (the “Negotiation Team”) to
6 negotiate a water rights settlement with the State of Arizona and related parties, which
7 is attached as **Exhibit B**. The Negotiation Team is comprised of Council Delegates
8 from affected Arizona communities, representatives from the Executive Branch, legal
9 and technical staff from the Navajo Nation Department of Justice and the Navajo
10 Nation Department of Water Resources, and contracted consultants. Many members
11 of the Negotiation Team grew up without running water and know on a personal level
12 the daily hardship our Navajo People face in gaining access to the most basic of
13 human needs, and how hard it is to support a traditional Diné livestock raising and
14 farming way of life under those conditions.

15 N. On June 16, 2023, Negotiation Team members met with representatives of the Hopi
16 Tribe to re-initiate settlement discussions and made substantial progress in those
17 negotiations by October 2023.

18 O. On October 23, 2023, Negotiation Team members met with representatives from the
19 Office of Arizona Governor Katie Hobbs, the Arizona Department of Water
20 Resources, the Arizona State Land Department, the United States, and the other
21 parties to the LCR adjudication in Phoenix, Arizona and the parties made opening
22 statements in support of resuming negotiations for a comprehensive settlement of the
23 Navajo Nation and the Hopi Tribe’s water claims in the State of Arizona. Thereafter,
24 the parties began meeting on a regular basis to advance settlement negotiations. By
25 January 2024, the parties were meeting on a weekly and eventually bi-weekly basis
26 to timely complete negotiations.

27 P. In February 2024, at a critical stage of the negotiations, the non-tribal parties
28 requested that the United States include the San Juan Southern Paiute Tribe in the
29 negotiations, which was done.

1 Q. The Negotiation Team and the interested parties, including the United States, the
2 State of Arizona, the Hopi Tribe, and the San Juan Southern Paiute Tribe, proceeded
3 to negotiate to resolve all water rights claims in the State of Arizona for the Navajo
4 Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe. The Nation's
5 predominantly Navajo Negotiation Team, with the assistance of expert outside
6 counsel and technical staff, has fiercely protected and defended the rights of our
7 Navajo People to water throughout these negotiations.

8 R. For negotiation purposes, the Negotiation Team utilized the Navajo Nation's
9 compiled water budget that provided projections for the next 100 years so that the
10 negotiated settlement will ensure water for the Navajo People and the Navajo Nation
11 well into the future and sufficient to sustain a permanent homeland for the Navajo
12 People. The Negotiation Team also approached these negotiations with the intent of
13 securing funding for water delivery infrastructure that will provide meaningful access
14 to water for the Navajo People and the Navajo Nation for the long term, including
15 clean, safe, and reliable water delivered to our Navajo Peoples' homes.

16 S. In the settlement negotiations, the Negotiation Team also sought the unique flexibility
17 the Navajo Nation must have to be able to deliver water to all of the Navajo
18 communities spread over the vast Arizona portion of the Nation. A map of Navajo
19 Nation Lands is attached as **Exhibit C** (Exhibit 3.1.112a to the Settlement
20 Agreement). Specifically, the Negotiation Team sought and secured through these
21 negotiations the ability to divert Arizona water in any of the various states the Nation
22 extends into, and the ability to use Arizona Upper Basin Water in the Nation's
23 Arizona Lower Basin communities, and vice versa. A Map of Navajo Nation Water
24 Rights Claims is attached as **Exhibit D**. This flexibility is vital to water security for
25 the Navajo People because it will allow for the dynamic and adaptive Navajo Nation
26 global water delivery system necessary to meet the Nation's expected future
27 population demands and mitigate intensifying climate conditions and ensure a
28 permanent homeland for the Navajo People from time immemorial and thereafter –
29 forever.

- 1 T. While the Navajo Nation fully intends to utilize its enforceable water rights to close
2 the vast equity gap that exists between Navajo People at the household level and other
3 Americans by delivering safe, potable, piped water to the more than one-third of
4 Navajo homes on the Navajo Reservation in Arizona that currently lack access to
5 clean, safe, and reliable water, the Negotiation Team also secured a settlement that
6 allows the Nation to defray construction, operation, and maintenance costs through
7 water lease and exchanges revenues while the Navajo Nation's population grows into
8 the infrastructure supporting the Nation's claims in the Settlement Agreement.
- 9 U. The Settlement Agreement, once approved and ratified by Congress, will recognize
10 the enforceable water rights of the Navajo Nation, the Hopi Tribe, and the San Juan
11 Southern Paiute Tribe in Arizona and will provide vital funding for the infrastructure
12 development that is critical to securing for the Navajo People equal access to water
13 that other Americans enjoy and that is a basic human right. This is critical to fulfilling
14 the current and future needs of the Navajo People in the Arizona portion of the Navajo
15 Reservation, and to creating a pathway home for Navajo People who have left the
16 Navajo Reservation due to the severe water infrastructure deficiencies and chronic
17 lack of access to water for basic household, commercial, and industrial use that has
18 long stymied health and economic growth and prosperity on the Navajo Reservation.
19 This is also essential to ensuring the permanency of the Navajo homeland so that the
20 Navajo People may forever remain within our four sacred mountains and bounded by
21 our four protecting rivers.
- 22 V. The Settlement Agreement, once adopted by Congress, will bind all bands of Navajo
23 People and chapters of the Navajo Nation, as well as all entities, agencies, divisions,
24 departments, and programs thereof.
- 25 W. The 118th Congress and the current Administration support tribal water rights
26 settlements. The Settlement Agreement should be submitted as soon as possible and
27 in accordance with the current congressional schedule for its consideration during
28 this favorable time.
- 29 X. The Settlement Agreement, once approved and ratified by Congress, will recognize
30 the water rights of the Navajo Nation in the State of Arizona and provide billions of

1 dollars' worth of funding for infrastructure development that the Nation must build
2 in order to meet the anticipated future population of the Navajo People and the growth
3 demands of the Navajo Nation. The terms of the negotiated Settlement Agreement
4 are summarized below (this summary is designed to make the contents of the
5 Settlement Agreement more easily accessible; the text of the Settlement Agreement
6 should be referred to for the actual terms of the settlement and shall control in the
7 event of any inconsistencies or omissions):

8 1. Paragraph 1.0 – Introduction. The introduction sets forth the purpose of the
9 Settlement Agreement, which is to resolve, fully and finally, any and all
10 claims to water from any source in the State of Arizona by: The Navajo
11 Nation on behalf of the Navajo Nation and the Members of the Navajo Nation;
12 the Hopi Tribe on behalf of the Hopi Tribe and the Members of the Hopi
13 Tribe; the San Juan Southern Paiute Tribe on behalf of the San Juan Southern
14 Paiute Tribe and the Members of the San Juan Southern Paiute Tribe; the
15 United States acting as trustee for the Navajo Nation, the Hopi Tribe, the San
16 Juan Southern Paiute Tribe, and the Members of the Navajo Nation, the
17 Members of the Hopi Tribe and the Members of the San Juan Southern Paiute
18 Tribe; and the United States acting as trustee for Navajo Allottees and Hopi
19 Allottees.

20 2. Paragraph 2.0 – Parties. The parties to the settlement are the United States of
21 America; the State of Arizona; the Navajo Nation; the Hopi Tribe; the San
22 Juan Southern Paiute Tribe; the Central Arizona Water Conservation District;
23 the Salt River Project Agricultural Improvement and Power District; the Salt
24 River Valley Water Users' Association; the Arizona cities and towns of
25 Flagstaff, Winslow, Holbrook, Taylor, Snowflake, Show Low, Eagar,
26 Springerville, and St. Johns; Arizona Public Service Company; Bar T Bar
27 Ranch, Inc.; Bar T Bar Ranch Company, LLP; Meteor Crater Enterprises,
28 Inc.; Crater Ranch, LLC; Flying M Ranch, Inc.; Aztec Land and Cattle
29 Company, Limited; Aztec Land Company, LLC; Arizona State Land
30 Department; Arizona Game and Fish Commission; Arizona Department of

1 Transportation; Grover's Hill Irrigation District; J. Albert Brown Ranches,
2 Inc.; Pioneer Irrigation Company; Show Low/Pinetop-Woodland Irrigation
3 Company; Silver Creek Irrigation District; Lakeside Irrigation Company;
4 Little Colorado Water Conservation District; Forest Lakes Domestic Water
5 Improvement District; Pinetop-Lakeside Sanitary District; Porter Springs,
6 LLC; and Atkinson Trading Company, Inc.

7 3. Paragraph 3.0 – Definitions and Exhibits. This paragraph defines key terms
8 to avoid future controversy concerning interpretation of the Settlement
9 Agreement, and also lists all of the exhibits to the Settlement Agreement.

10 4. Paragraph 4.0 – Water Rights of the Navajo Nation and Navajo Allottees. This
11 paragraph identifies the Navajo Nation's water rights in Arizona, which are:

12 a. Underground Water: The right to use all underground water on the
13 Navajo Reservation, subject to the inter-tribal agreement in
14 Paragraph 7.0 regarding the N-Aquifer.

15 b. Effluent: The right to effluent developed on the Navajo Reservation
16 for any purpose determined by the Navajo Nation; developed off of
17 the Reservation on trust land and allotments on those lands for any
18 purpose determined by the Navajo Nation in accordance with
19 applicable law; and developed on Navajo-owned fee land located
20 outside of the Reservation consistent with Arizona state law.

21 c. Springs: The right to all springs on the Navajo Reservation, subject
22 to the inter-tribal agreement in Paragraph 7.0.

23 d. Little Colorado River Tributaries: The right to divert and deplete all
24 surface waters of the Little Colorado River tributary streams that
25 reach the Navajo Reservation, but without diminishment of or
26 interference with existing non-tribal water rights on such streams.

27 e. Little Colorado River Mainstem: The right to divert and deplete all
28 surface waters of the Little Colorado River that reach the Navajo
29 Reservation, including specifically identified water rights and
30 priorities for certain lands, without the right to make calls against

1 existing upstream or downstream off-Reservation water users with
2 respect to such mainstem water, and with the right to make calls
3 against new upstream or downstream off-Reservation water users.
4 A map of the LCR Basin is attached as **Exhibit E** (Exhibit 3.1.83 to
5 the Settlement Agreement).

6 f. Navajo Nation Upper Basin Colorado River Water: The right to
7 44,700 acre-feet per year of Arizona's allocation of Upper Basin
8 Colorado River Water that may be diverted in Arizona, New
9 Mexico, or Utah and be transported and used on the Navajo
10 Reservation within Arizona whether located in the Upper Basin or
11 the Lower Basin, and be stored in the Frank Chee Willetto, Sr.
12 Reservoir or the Navajo Reservoir in New Mexico or in
13 underground storage facilities in Arizona, and may be leased or
14 exchanged by the Navajo Nation for use in Arizona, and be
15 transported using Central Arizona Project ("CAP") facilities.

16 g. Navajo Nation Cibola Water: The right to 100 acre-feet per year of
17 Hopi Tribe Cibola Water, if used in the same location and for the
18 same irrigation purpose as in the Hopi Tribe Cibola contract, or 71.5
19 acre-feet per year if used in other locations or for a different purpose,
20 that may be diverted in Arizona, New Mexico, or Utah and be
21 transported and used on the Navajo Reservation within Arizona
22 whether located in the Upper Basin or the Lower Basin, and be
23 stored in either of the two New Mexico reservoirs or in underground
24 storage facilities in Arizona, and may be leased or exchanged by the
25 Nation for use in Arizona, and be transported using CAP facilities.

26 h. Navajo Nation Fourth Priority Water: The right to 3,500 acre-feet
27 per year of Fourth Priority Colorado River Water that may be
28 diverted in Arizona, New Mexico, or Utah and transported and used
29 on the Navajo Reservation within Arizona whether located in the
30 Upper Basin or the Lower Basin, stored in either of the two New

1 Mexico reservoirs or in underground storage facilities in Arizona,
2 leased or exchanged by the Nation for use in Arizona, and
3 transported using CAP facilities.

4 i. Navajo Allottee Water Rights: On-Reservation (non-public
5 domain) Navajo allottees shall have the right to use an allocable
6 portion of the Navajo Nation's water rights, solely on and limited to
7 the allotment, in accordance with Navajo Nation law.

8 j. Water Rights for Fee Lands as of the Effective Date, between the
9 Effective Date and the Enforceability Date, and after the
10 Enforceability Date in the LCR watershed: The Settlement
11 Agreement establishes procedures for preparation of abstracts
12 summarizing such water rights or uses held by persons in the LCR
13 watershed and for the incorporation of such water rights into the
14 LCR decree, and once incorporated into the decree, such water
15 rights shall not be subject to objection by the parties to the LCR
16 adjudication.

17 k. Water Rights for Lands Held in Trust by the United States for the
18 Navajo Nation as of the Effective Date, between the Effective Date
19 and the Enforceability Date, and after the Enforceability Date in the
20 LCR watershed: The Settlement Agreement establishes procedures
21 for preparation of abstracts of such water rights and for
22 incorporation of such water rights into the LCR decree, and once
23 incorporated into the decree, such water rights shall not be subject
24 to objection by the parties to the LCR adjudication.

25 l. Water Rights for Fee Lands as of the Effective Date, between the
26 Effective Date and the Enforceability Date, and after the
27 Enforceability Date in the Verde River Subwatershed in the Gila
28 River Adjudication: The Settlement Agreement establishes
29 procedures for preparation of abstracts of such water rights and for
30 the incorporation of such water rights into the Gila River decree, and

1 once incorporated into the decree, such water rights shall not be
2 subject to objection by the parties to the Gila River adjudication.

3 m. Water Rights for Lands Held in Trust by the United States for the
4 Navajo Nation as of the Effective Date, between the Effective Date
5 and the Enforceability Date, and after the Enforceability Date in the
6 Verde River Subwatershed in the Gila River Adjudication: The
7 Settlement Agreement establishes procedures for preparation of
8 abstracts of such water rights and for the incorporation of such water
9 rights into the Gila River decree, and once incorporated into the
10 decree, such water rights shall not be subject to objection by the
11 parties to the Gila River adjudication.

12 n. The right to withdraw water or drill wells on the Navajo Reservation
13 without objection by the other parties.

14 o. The right to use underground water, springs, LCR tributary water,
15 and LCR mainstem water anywhere on the Navajo Reservation and
16 on off-Reservation trust land in Arizona.

17 p. The right to use Upper Basin Colorado River Water, Cibola Water,
18 and Fourth Priority Water anywhere on the Navajo Reservation, or
19 off of the Reservation, but within the State of Arizona.

20 q. The right to provide water for municipal use off of the Navajo
21 Reservation from facilities physically connected to facilities on the
22 Reservation in Arizona.

23 r. The right to initiate new surface water uses for irrigation by means
24 of direct diversion of surface water on the Navajo Reservation,
25 subject to limitations set forth in the Settlement Agreement.

26 Under this paragraph, the Settlement Agreement requires the Navajo Nation
27 to report to the Arizona Department of Water Resources (“ADWR”) all water
28 diversion amounts, points of diversion, places of use, storage, leases and
29 exchanges of Upper Basin Colorado River Water, Cibola Water, and Fourth
30 Priority Water, and to install measuring devices near points of diversion.

1 5. Paragraph 5.0 – Water Rights of the Hopi Tribe and Hopi Allottees. This
2 paragraph identifies the Hopi Tribe’s water rights in Arizona, which are:

3 a. Underground Water: The right to use all underground water on the
4 Hopi Reservation, subject to the inter-tribal agreement in
5 Paragraph 7.0 regarding the N-Aquifer.

6 b. Effluent: The right to effluent developed on the Hopi Reservation
7 for any purpose determined by the Hopi Tribe; developed off of the
8 Reservation on trust land for any purpose determined by the Hopi
9 Tribe in accordance with applicable law; and developed on Hopi-
10 owned fee land located off of the Reservation consistent with
11 Arizona state law.

12 c. Surface Water: The right to divert and deplete all surface water that
13 reaches or flows within the Hopi Reservation.

14 d. Springs: The right to all springs on the Hopi Reservation, subject to
15 the inter-tribal agreement in Paragraph 7.0.

16 e. Hopi Tribe Upper Basin Colorado River Water: The right to 2,300
17 acre-feet per year of Arizona’s allocation of Upper Basin Colorado
18 River water, for transport and use anywhere on the Hopi Reservation
19 and within Arizona whether located in the Upper Basin or Lower
20 Basin, for storage in underground storage facilities in Arizona, for
21 lease and exchange, and which may be transported using CAP
22 facilities.

23 f. Hopi Tribe Cibola water: The right to 4,178 acre-feet per year of
24 Fourth Priority Water, 750 acre-feet per year of Fifth Priority Water,
25 and 1,000 acre-feet per year of Sixth Priority Water for use only
26 within the State of Arizona, consistent with the provisions of the
27 Hopi Tribe Cibola contract, or if outside such contractual
28 provisions, then according to a consumptive use calculation by the
29 Secretary of the Interior (or the “Secretary”), for storage in
30

1 underground storage facilities in Arizona, for lease and exchange,
2 and which may be transported using CAP facilities.

3 g. Hopi Allottees: Hopi allottees' rights are settled and described in
4 abstracts and are held in trust by the United States for the benefit of
5 the Hopi allottees.

6 h. Water Rights for Fee Lands as of the Effective Date, between the
7 Effective Date and the Enforceability Date, and after the
8 Enforceability Date in the LCR watershed: The Settlement
9 Agreement establishes procedures for preparation of abstracts of
10 such water rights and for the incorporation of such water rights into
11 the LCR decree, and once incorporated into the decree, such water
12 rights shall not be subject to objection by the parties to the LCR
13 adjudication.

14 i. Water Rights for Lands Held in Trust by the United States for the
15 Hopi Tribe as of the Effective Date, between the Effective Date and
16 the Enforceability Date, and after the Enforceability Date in the
17 LCR watershed: The Settlement Agreement establishes procedures
18 for preparation of abstracts of such water rights and for the
19 incorporation of such water rights into the LCR decree, and once
20 incorporated into the decree, such water rights shall not be subject
21 to objection by the parties to the LCR adjudication.

22 j. The right to withdraw water or drill wells on trust or off-Reservation
23 fee or trust lands.

24 k. The right to use underground water, surface water, and springs
25 anywhere on the Hopi Reservation.

26 l. The right to use Upper Basin Colorado River Water and Cibola
27 Water anywhere on the Hopi Reservation, or off of the Reservation
28 but within the State of Arizona.

1 m. The right to provide water for municipal use off of the Hopi
2 Reservation from facilities physically connected to facilities on the
3 Reservation.

4 n. The right to subordinate senior rights under the Norviel Decree to
5 junior users. (The Norviel Decree is a decision from a 1918 Arizona
6 Superior Court for the County of Apache settling the water rights of
7 a small portion of the LCR watershed in Apache County; it includes
8 the water rights for certain fee lands purchased by the Hopi Tribe
9 near Eager, Arizona (the 26 Bar Ranch).)

10 Under this paragraph, the Settlement Agreement requires the Hopi Tribe to
11 report to the Arizona Department of Water Resources all water diversion
12 amounts, points of diversion, places of use, storage, leases and exchanges of
13 Upper Basin Colorado River Water and Cibola Water, and to install
14 measuring devices near points of diversion.

15 6. Paragraph 6.0 – San Juan Southern Paiute Tribe Land and Water Rights.

16 a. This paragraph proclaims the San Juan Southern Paiute Reservation,
17 including water rights, consisting of 5,400 acres of land within the
18 Navajo Reservation and described in the Treaty and Treaty
19 Addendum as the San Juan Southern Paiute Northern Area
20 (“Northern Area”) and the San Juan Southern Paiute Southern Area
21 (“Southern Area”), which lands shall be held in trust by the United
22 States for the benefit of the San Juan Southern Paiute Tribe.

23 b. This paragraph identifies the San Juan Southern Paiute Tribe’s water
24 rights in Arizona, which are:

- 25 i. The right to all underground water on the Southern Area.
- 26 ii. The right to all effluent developed by the San Juan
27 Southern Paiute Tribe for use on the Southern Area for
28 any purpose determined by the Tribe; developed off of
29 the Southern Area on trust land in accordance with
30 applicable law; and developed on San Juan Southern

1 Paiute Tribe fee land located outside of the Southern
2 Area consistent with Arizona state law.

3 iii. Surface Water: The right to divert and deplete all surface
4 water that reaches or flows within the Southern Area.

5 iv. Springs: The right to all springs on the Southern Area.

6 v. The right to water delivered by the Navajo Nation
7 through a service agreement with the Navajo Tribal
8 Utility Authority (“NTUA”) to the Southern Area, in an
9 amount not to exceed 350 acre-feet per year.

10 vi. Water Rights for Fee Lands as of the Effective Date,
11 between the Effective Date and the Enforceability Date,
12 and after the Enforceability Date in the LCR watershed:
13 The Settlement Agreement establishes procedures for
14 preparation of abstracts of such water rights and for the
15 incorporation of such water rights in the LCR decree, and
16 once incorporated in the decree, such water rights shall
17 not be subject to objection by the parties to the LCR
18 adjudication.

19 vii. Water Rights for Lands Held in Trust by the United
20 States for the San Juan Southern Paiute Tribe as of the
21 Effective Date, between the Effective Date and the
22 Enforceability Date, and after the Enforceability Date in
23 the LCR watershed: The Settlement Agreement
24 establishes procedures for preparation of abstracts of
25 such water rights and for the incorporation of such water
26 rights in the LCR decree, and once incorporated in the
27 decree, such water rights shall not be subject to objection
28 by the parties to the LCR adjudication.

1 viii. Underground water, surface water, and NTUA delivered
2 water may not be used off of the Southern Area or off of
3 trust land.

4 7. Paragraph 7.0 – Navajo Nation and Hopi Tribe Inter-Tribal Agreement for
5 Uses of the Managed Washes and N-Aquifer.

6 a. This paragraph sets forth the inter-tribal agreement between the
7 Navajo Nation and the Hopi Tribe regarding the uses and
8 management of managed washes, minor tributary washes, springs,
9 and the N-Aquifer, and identifies certain obligations of the United
10 States. *See* map of N-Aquifer Boundary Springs attached as **Exhibit**
11 **F** (Exhibit 7.2.3.5.3 to the Settlement Agreement).

12 b. Tribal Wash Management: Each Tribe has the right to use water
13 flowing in washes on each Reservation upstream of the other Tribe’s
14 Reservation. This paragraph does not apply to any water use
15 downstream of the southern boundary of the Hopi Reservation.

16 i. Historic and existing irrigation uses as of the Effective
17 Date may continue without objection by the parties to the
18 LCR adjudication, and any dispute between the Tribes
19 regarding such uses shall be resolved pursuant to the
20 dispute resolution provision of the inter-tribal
21 agreement. *See* map of Designated Historic Irrigation
22 Project General Location attached as **Exhibit G** (Exhibit
23 7.1.1.2D to the Settlement Agreement). Rehabilitation
24 and betterment of existing structures is permitted.

25 ii. New surface water impoundments in the washes are
26 permitted only to prevent erosion and incision, and to
27 enhance wash recharge, and each Tribe must notify the
28 other of impoundment construction that will store more
29 than 15 acre-feet per year, or of relocation of an existing
30

1 impoundment. Greater storage is only permitted with the
2 prior written consent of the other Tribe.

3 iii. The Hopi Tribe may construct new surface water
4 impoundments on lands awarded to it in the 1934 Act
5 case, not to exceed a total capacity of 300 acre-feet.

6 iv. Pasture Canyon flows are exclusively for the Hopi Tribe,
7 except for Navajo rights recognized in the 1934 Act case,
8 and upstream uses existing as of the Effective Date.

9 v. The Navajo Nation and the Hopi Tribe agree to jointly
10 investigate the feasibility of Moenkopi Wash alluvial
11 aquifer storage and the rehabilitation and betterment of
12 the Kerley Valley Project.

13 vi. The Tribes agree to cooperate in monitoring stream
14 flows in the managed washes.

15 vii. The Tribes agree to cooperate on watershed restoration
16 efforts, including implementing low technology
17 watershed restoration methods, and where such activities
18 are planned to occur on the major tributary washes or on
19 minor tributary washes located on the Reservation of the
20 other Tribe, with prior consent of the other Tribe.

21 viii. Water uses in sub-basins located in a managed wash or
22 minor tributary wash that do not contribute to any
23 surface flow outside of that sub-basin are not subject to
24 these restrictions. *See* map of On Reservation Closed
25 Basins attached as **Exhibit H** (Exhibit 3.1.21b to the
26 Settlement Agreement).

27 c. This paragraph applies to the use by either or both Tribes of
28 underground water from the N-Aquifer, and identifies pumping
29 limits to which both Tribes agree in order to protect the N-Aquifer.
30

- 1 i. Total pumping from the confined N-Aquifer and the
2 Shonto Recharge Area shall not exceed 14,000 acre-feet
3 per year. Of the total limit, pumping by the Navajo
4 Nation shall not exceed 8,400 acre-feet per year and
5 pumping by the Hopi Tribe shall not exceed 5,600 acre-
6 feet per year. No more than 2,000 acre-feet per year may
7 be pumped for industrial uses by each Tribe. *See* Map of
8 the Extent and Confined Portion of N-Aquifer within the
9 LCR Basin attached as **Exhibit I** (Exhibit 3.1.24 to the
10 Settlement Agreement) and Map of the N-Aquifer
11 attached as **Exhibit J** (Exhibit 3.1.96 to the Settlement
12 Agreement).
- 13 ii. Domestic and municipal uses of water from the N-
14 Aquifer have priority.
- 15 iii. New wells may be developed after the Effective Date
16 with notice to the other Tribe, however, no new wells
17 may be developed in the restricted zone which is one-
18 half mile on either side of the Navajo-Hopi boundary
19 line. *See* map of N-Aquifer Restricted Buffer Zone
20 attached as **Exhibit K** (Exhibit 3.1.138 to the Settlement
21 Agreement).
- 22 iv. The Tribes agree to develop interconnection
23 infrastructure between NTUA and Moenkopi.
- 24 v. The Tribes agree that the United States, through the
25 United States Geological Survey (“USGS”), will
26 continue to monitor the N-Aquifer, prepare assessment
27 reports, and conduct modeling of the aquifer to predict
28 its long-term viability, and the USGS will meet
29 periodically with the Tribes to discuss these monitoring
30 analyses.

1 vi. The Tribes agree to jointly work to secure funding for
2 the USGS monitoring activities, which may include
3 contribution of funds from both Tribes.

4 d. The inter-tribal agreement establishes a dispute resolution procedure
5 to resolve disputes arising under the inter-tribal agreement and
6 creates a special inter-tribal commission for dispute resolution
7 whose decisions are final and binding on both Tribes.

8 e. The inter-tribal agreement establishes notice provisions for all
9 notices required under this paragraph.

10 8. Paragraph 8.0 – Off-Reservation Uses of Surface Water

11 a. This paragraph identifies the permitted and prohibited existing and
12 future surface water claims and uses outside of the Navajo, Hopi,
13 and San Juan Southern Paiute Reservations in the LCR watershed.

14 b. Certain listed claimants are required to submit abstracts of existing
15 surface water rights claims and uses, and the Tribes agree not to
16 object to those water rights or their inclusion in the LCR decree.
17 The Tribes also agree not to object to existing surface water rights
18 claims and uses that are not listed in abstracts as of the Effective
19 Date. The claimants submitting abstracts may not claim any storage
20 rights that exceed the existing storage capacity described in the
21 abstracts, the Tribes may object to any claim that does exceed the
22 amounts in the abstracts, and the Hopi Tribe may exercise rights of
23 priority for its rights set forth in the Norviel decree.

24 c. The parties, including the Tribes and the United States, agree to be
25 bound by the Zuni settlement, final judgment and decree.

26 d. New off-Reservation surface water uses may be made in accordance
27 with the Settlement Agreement, as follows:

28 i. The parties may make new surface water uses in
29 accordance with state law and the terms of the Settlement
30 Agreement, and the Tribes may make new surface water

1 uses in accordance with Paragraphs 4.0 (Navajo Nation
2 water rights), 5.0 (Hopi Tribe water rights), and 6.0 (San
3 Juan Southern Paiute Tribe water rights).

4 ii. Except as provided in specific provisions of the
5 Settlement Agreement, the Tribes, and the United States
6 acting as trustee, agree not to object to or challenge new
7 surface water uses, but the Tribes and the United States
8 acting as trustee retain the right to place a call or exercise
9 rights of priority against new surface water uses based
10 on rights to the use of surface water arising under state
11 law or the Settlement Agreement that are associated with
12 land owned in fee by a Tribe or Off-Reservation land
13 held in trust by the United States for the benefit of a
14 Tribe.

15 iii. No new surface water uses for irrigation may be made by
16 direct stream diversion, including a prohibition against
17 new direct stream diversions in the Three Canyon Area
18 and in the area governed by the Norviel decree, and the
19 Tribes retain the right to object to any such direct stream
20 diversions in contravention of the Settlement
21 Agreement.

22 iv. The United States agrees not to object on behalf of public
23 domain allottees to new surface water uses.

24 e. The Tribes agree not to object to the withdrawal and use of
25 off-Reservation subflow.

26 i. This agreement not to object includes the two wells used
27 by Atkinson Trading Company ("Atkinson") near
28 Cameron, or any well developed to replace those two
29 wells, and the Navajo Nation agrees to meet and confer
30

1 with Atkinson should the Navajo Nation determine to
2 develop wells in the area.

3 f. The parties agree not to construct new off-Reservation reservoirs,
4 except as follows:

5 i. If the new reservoir is wholly contained in a closed basin.
6 *See* map of Off Reservation Closed Basin attached as
7 **Exhibit L** (Exhibit 3.1.21a to the Settlement
8 Agreement).

9 ii. If the new reservoir is located in the lower LCR
10 watershed and the water is stored for municipal uses in
11 the lower LCR watershed.

12 iii. If the new reservoir stores water that becomes available
13 as a result of a change in place or purpose of use, or
14 change in point of diversion within the same watershed.

15 iv. If the new reservoir has no permanent storage and is
16 operated solely for flood control.

17 v. If the new reservoir is C.C. Cragin Reservoir (which
18 transports water outside of the lower LCR watershed), or
19 the Lake Mary Reservoirs (which serve municipal uses
20 by Flagstaff).

21 vi. If the new reservoir impounds effluent.

22 vii. If the new reservoir impounds tailwater.

23 viii. If the new reservoir impounds underground water.

24 g. The Navajo Nation may construct new off-Reservation reservoirs or
25 expand existing off-Reservation reservoirs in accordance with state
26 law in the lower LCR watershed, such as McHood Reservoir, but
27 may not construct new reservoirs in the Upper Clear Creek, Lower
28 Clear Creek, and Walnut Creek hydrologic units.

29 h. The Hopi Tribe has the right to share up to 50% of stored water
30 available for Navajo Nation off-Reservation storage projects

1 bordering Hopi lands, including any enlargement of McHood
2 Reservoir, if the Hopi Tribe pays for its share of related costs, and
3 the Hopi Tribe agrees to grant easements to the Navajo Nation for
4 any storage project in the Three Canyon Area.

5 i. The Navajo Nation and the United States as trustee to the Nation or
6 Navajo allottees agree not to object to reservoir or impoundment
7 operation, maintenance, and modification activities that are done in
8 accordance with the Settlement Agreement, but the Nation and the
9 United States as trustee to the Nation or Navajo allottees retain the
10 right to object to such activities that are not in accordance with the
11 settlement, and the LCR adjudication court has exclusive
12 jurisdiction to resolve such objections. Any objection must
13 demonstrate that the reservoir operation, maintenance, or
14 modification causes injury to rights to surface water.

15 j. The parties agree not to object to new off-Reservation reservoirs
16 constructed in accordance with the Settlement Agreement, but retain
17 the right to object to such activities that are not in accordance with
18 the settlement, and the LCR adjudication court has exclusive
19 jurisdiction to resolve such objections.

20 k. The Tribes, and the United States as trustee, agree to file any
21 application for severance and transfer, change in place of use or
22 purposes of use, or change in point of diversion of a decreed off-
23 Reservation surface water right in the LCR adjudication court,
24 which court shall conduct hearings on such application; and also
25 agree not to object to applications for severance and transfer, change
26 in place of use or purpose of use, or change in point of diversion of
27 an off-Reservation surface water right or relocation of an existing
28 off-Reservation reservoir within the same watershed of the LCR,
29 unless:
30

- 1 i. The Hopi Tribe can demonstrate that the application will
2 cause injury to its rights under the Norviel decree.
- 3 ii. The application will result in a storage capacity of
4 greater than 500 acre-feet (except for storage capacity for
5 the C.C. Cragin Reservoir and the Lake Mary
6 Reservoirs), and will cause injury to rights to surface
7 water.
- 8 l. Other than with respect to the C.C. Cragin Reservoir and the Lake
9 Mary Reservoirs, no party may transport surface water diverted
10 within the LCR watershed outside of the LCR watershed. The
11 Tribes, the United States, and other parties retain the right to object
12 to any person that constructs and operates a reservoir in violation of
13 the Settlement Agreement.
- 14 m. The Tribes and the parties agree not to object to any existing surface
15 water use in the LCR watershed, including the Hopi Tribe's rights
16 in the Norviel decree, based upon forfeiture or abandonment.
- 17 n. The Navajo Nation bears the burden of proof when asserting claims
18 for injury to rights to surface water.
- 19 9. Paragraph 9.0 – Off-Reservation Groundwater Withdrawals and Uses Within
20 the LCR watershed, including Buffer Zones 1 and 2 south of the Navajo
21 Reservation. *See* map of the Buffer Zones attached as **Exhibit M** (Exhibit
22 3.1.12 to the Settlement Agreement).
- 23 a. This paragraph applies to groundwater withdrawals and uses within
24 the LCR watershed and outside of the Navajo, Hopi, and San Juan
25 Southern Paiute Reservations.
- 26 b. The Tribes agree not to object to the withdrawal or use of
27 groundwater from any off-Reservation well located outside of
28 Buffer Zones 1 and 2, including replacement wells.
- 29 c. ADWR agrees to catalog all existing wells located inside of Buffer
30 Zones 1 and 2, other than existing wells owned in trust by the United

1 States for the benefit of a Tribe and the LCR adjudication court shall
2 distribute the catalog, once completed, to the court approved mailing
3 list and existing well owners.

4 i. Certain persons may object to the catalog on the basis of
5 omission or inaccurate information regarding wells in
6 the catalog.

7 ii. Any wells not included in the catalog shall be treated as
8 new wells.

9 d. Within Buffer Zone 1, the Tribes may object to existing wells if they
10 withdraw more water than set forth in the catalog, and within Buffer
11 Zone 2, the Tribes may object to existing wells if they withdraw
12 more water than set forth in the catalog, or more than the greater of
13 500 gallons per minute (“GPM”) or a volume of 800 acre-feet per
14 year.

15 e. Existing wells within the buffer zones may be replaced, with limits
16 on total well capacity and location of the replacement wells.

17 f. Exempt wells (pumps no more than 35 GPM) within the buffer
18 zones are not included in the ADWR catalog and are not subject to
19 objection.

20 g. If a new non-exempt well (a well that pumps more than 35 GPM) is
21 drilled within Buffer Zone 1, the Navajo Nation retains rights to
22 assert a claim for injury to rights to groundwater caused by such new
23 well.

24 h. If a new non-exempt well is drilled within Buffer Zone 2, the Navajo
25 Nation retains rights to assert a claim for injury to rights to
26 groundwater for wells greater than 500 GPM capacity, unless the
27 new well complies with well spacing configurations. Certain
28 additional constraints apply to wells developed on Arizona State
29 Land Department lands.
30

- 1 i. The Navajo Nation has the burden of proof when asserting claims
- 2 for injury to rights to groundwater.
- 3 j. ADWR will assert reasonable efforts to notify all persons intending
- 4 to drill a new well or replace an existing well in the buffer zones that
- 5 they are subject to potential claims by the Tribes.
- 6 k. An additional agreement among the Navajo Nation, Hopi Tribe,
- 7 United States as trustee for the Tribes, Bar T Bar Ranch, and the
- 8 Arizona State Land Department is attached to the Settlement
- 9 Agreement and identifies additional buffers and restrictions on well
- 10 development. (*See* Section Four below for a discussion of this
- 11 agreement.)

12 10. Paragraph 10.0 – Navajo Nation Water Delivery Contracts and Related
13 Provisions.

- 14 a. This paragraph requires the Secretary of the Interior to enter into
- 15 contracts with the Navajo Nation for delivery and use of the Navajo
- 16 Nation Upper Basin Colorado River Water, Navajo Nation Cibola
- 17 Water, and Navajo Nation Fourth Priority Water and sets forth the
- 18 terms and conditions for the contracts.
- 19 b. The Navajo Nation agrees that Navajo Nation Cibola Water and
- 20 Navajo Nation Fourth Priority Water may be curtailed to the same
- 21 extent as other non-CAP Fourth Priority Colorado River Water
- 22 supplies in times of shortage.
- 23 c. The Navajo Nation may lease and store its water which is delivered
- 24 pursuant to contracts with the Secretary on the Reservation in
- 25 accordance with Navajo law. The Navajo Nation may lease,
- 26 exchange, and store its water delivered pursuant to contracts with
- 27 the Secretary off of the Reservation with the approval of the
- 28 Secretary and with the Central Arizona Water Conservation
- 29 District's (CAWCD) approval of the leased, exchanged, or stored
- 30 water if the water will be transported through the CAP system. The

1 lessee is responsible for all charges and fees, and the Navajo Nation
2 is entitled to all compensation under any contracts to lease, options
3 to lease, contracts to exchange, or options to exchange the Navajo
4 Nation Upper Basin Colorado River Water, Navajo Nation Cibola
5 Water, and Navajo Nation Fourth Priority Water.

6 11. Paragraph 11.0 – Hopi Tribe Water Delivery Contracts and Related
7 Provisions.

- 8 a. This paragraph requires the Secretary of the Interior to enter into
9 contracts with the Hopi Tribe for delivery and use of the Hopi Tribe
10 Upper Basin Colorado River and Hopi Tribe Cibola Water and sets
11 forth the principal terms and conditions for the contracts.
- 12 b. The Hopi Tribe agrees that its Cibola Water may be curtailed to the
13 same extent as other non-CAP Colorado River Water supplies of the
14 same classification in times of shortage.
- 15 c. The Hopi Tribe may lease, exchange, and store its water which is
16 delivered pursuant to contracts with the Secretary on the
17 Reservation in accordance with Hopi law, and off of the Reservation
18 with the approval of the Secretary and with CAWCD’s approval of
19 the leased, exchanged, or stored water if the water will be
20 transported through the CAP system. The lessee is responsible for
21 all charges and fees, and the Hopi Tribe is entitled to all
22 compensation under any contracts to lease, options to lease,
23 contracts to exchange, or options to exchange the Hopi Tribe Upper
24 Basin Colorado River Water and Hopi Tribe Cibola Water.

25 12. Paragraph 12.0 – Infrastructure, Funding and Related Support.

- 26 a. This paragraph establishes a non-trust fund known as the iiná bá –
27 paa tuwaqat’si pipeline Implementation Fund Account, and a series
28 of trust funds to which money will be deposited for use by the Tribes
29 and the United States to plan, design, construct, operate, and
30 maintain water supply infrastructure to the Navajo, Hopi, and San

1 Juan Southern Paiute Southern Area Reservations, as well as trust
2 and fee lands outside of the Reservations and funds to support those
3 efforts.

4 b. The iiná bá – paa tuwaqat’si pipeline Implementation Fund Account
5 will consist of \$1.715 billion, together with interest and any
6 additional funding authorized in the settlement act, by which the
7 Bureau of Reclamation will plan, design, and construct the iiná bá –
8 paa tuwaqat’si pipeline on the Navajo Reservation, Hopi
9 Reservation, and San Juan Southern Paiute Southern Area to
10 transport water from Lake Powell to the Reservation communities
11 for domestic, commercial, municipal, and industrial water uses.

12 i. There shall be a project construction committee
13 consisting of the Bureau of Reclamation, Bureau of
14 Indian Affairs, Navajo Nation, Hopi Tribe, and the San
15 Juan Southern Paiute Tribe to participate in project
16 planning.

17 ii. The Navajo Nation and the Hopi Tribe agree to execute
18 a project operations agreement to address water
19 distribution, operation and maintenance of the pipeline,
20 allocation of payment for operation and maintenance,
21 and the right to sue in federal district court to enforce the
22 agreement.

23 c. Navajo Nation Water Settlement Trust Fund. The Settlement
24 Agreement establishes trust funds for the benefit of the Navajo
25 Nation, as follows:

26 i. The Navajo Nation Water Projects Trust Fund Account
27 consists of \$2.3692 billion for specified projects on the
28 Navajo Reservation to provide Reservation communities
29 with potable water, storage water and other water
30 infrastructure.

- 1 ii. The Navajo Nation OM&R Trust Fund Account consists
- 2 of \$229.5 million to support operation, maintenance, and
- 3 replacement of each of the projects.
- 4 iii. The Navajo Nation Renewable Energy Trust Fund
- 5 Account consists of \$40 million to fund renewable
- 6 energy facilities to support the water projects.
- 7 iv. The Navajo Nation Agricultural Conservation Trust
- 8 Fund Account consists of \$80 million to support
- 9 historically irrigated acreage by implementing
- 10 modernized irrigation infrastructure, and including
- 11 replacement and development of livestock wells.
- 12 v. Navajo Nation Lower Basin Colorado River Water
- 13 Acquisition Trust Fund Account consists of \$28 million
- 14 to purchase land with senior water rights with the
- 15 intention to sever and transfer such water rights for
- 16 reallocation to the Navajo Nation.

17 d. Hopi Tribe Water Settlement Trust Fund. The Settlement
18 Agreement establishes trust funds for the benefit of the Hopi Tribe,
19 as follows:

- 20 i. The Hopi Tribe Groundwater Projects Trust Fund
- 21 Account consists of \$390 million for specified projects
- 22 on the Hopi Reservation to provide water infrastructure
- 23 as follows:
- 24 a) The Side Rock-Moenkopi Groundwater Project to
- 25 provide potable water to Moenkopi and unserved
- 26 locations on the Hopi Reservation.
- 27 b) The Expanded Hopi Arsenic Mitigation Project to
- 28 provide potable water to communities at First,
- 29 Second, and Third Mesas and Keams Canyon.
- 30

- ii. The Hopi Tribe OM&R Trust Fund Account consists of \$87 million to support operation, maintenance, and replacement for the Hopi Tribe groundwater projects.
 - iii. The Hopi Tribe Agricultural Conservation Trust Fund Account consists of \$30 million to support historically irrigated acreage by implementing modernized irrigation infrastructure, and including replacement and development of livestock wells.
 - iv. The Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account consists of \$1.5 million to purchase land with senior water rights with the intention to sever and transfer such water rights for reallocation to the Hopi Tribe.
 - e. San Juan Southern Paiute Water Settlement Trust Fund. The Settlement Agreement establishes trust funds for the benefit of the San Juan Southern Paiute Tribe, as follows:
 - i. The San Juan Southern Paiute Groundwater Project Trust Fund Account consists of \$28 million for groundwater infrastructure development.
 - ii. The San Juan Southern Paiute OM&R Trust Fund Account consists of \$1.5 million to support operation, maintenance and replacement for the San Juan Southern Paiute Tribe groundwater project.
 - iii. The San Juan Southern Paiute Agricultural Conservation Trust Fund Account consists of \$0.3 million to support historically irrigated acreage by implementing modernized irrigation infrastructure, and including replacement and development of livestock wells.
 - f. This paragraph provides that the Tribes shall agree to consent to: (1) grants of rights-of-way, construction corridors or other legal devices

1 to the United States for planning, design, construction, access,
2 operation, maintenance, modification, and replacement of the iiná
3 bá – paa tuwaqat’si pipeline and (2) grants of rights-of-way for
4 planning, design, construction, access, operation, maintenance,
5 modification, and replacement of the other projects identified and
6 funded by the settlement.

7 g. The Navajo Nation’s consent to the United States for a right-of-way
8 for the iiná bá – paa tuwaqat’si pipeline will be perpetual and
9 without charge or other consideration from the United States,
10 including a waiver of any right to tax the right-of-way.

11 h. Each Tribe shall timely consent to the grant of perpetual, non-
12 exclusive rights-of-way to the other Tribes, for purposes of coming
13 upon and using land within the consenting Tribe’s Reservation to
14 plan, design, construct, access, operate, maintain, modify, and
15 replace the tribal water projects authorized in the Settlement
16 Agreement and any infrastructure reasonably necessary to operate
17 said projects, without charge or other payment or consideration from
18 the other Tribes, excepting surface damages, and waiving any tax of
19 such rights-of-way.

20 i. The Hopi Tribe agrees to consent to a perpetual right-of-way to
21 NTUA to plan, design, construct, access, maintain, modify, and
22 replace a natural gas pipeline and any associated infrastructure,
23 without charge or other consideration from the Navajo Nation or the
24 United States, including waiver of any right to tax the right-of-way.

25 j. Each of the Tribes may determine to amend any of the projects
26 identified in this paragraph, except for the iiná bá – paa tuwaqat’si
27 pipeline.

28 13. Paragraph 13.0 – Waivers, Releases and Retention of Claims.

29 a. This paragraph sets forth the Navajo Nation’s waivers of claims
30 against the State of Arizona, the Hopi Tribe, the Hopi Allottees, the

1 San Juan Southern Paiute Tribe, and any other individual, entity,
2 corporation, or municipal corporation for all water rights settled
3 under the Settlement Agreement, including all past, present and
4 future claims for such water, and for claims of past or present injury
5 to such water rights.

6 b. This paragraph identifies the claims retained by the Navajo Nation,
7 which are for injury to and enforcement of the rights set forth in the
8 Settlement Agreement; for new water rights for land owned or
9 acquired in fee by the Navajo Nation or in trust by the United States
10 for the Navajo Nation's benefit; for injury to water rights by any
11 tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe
12 or the Zuni Tribe; and against water rights claims by or for any tribe
13 other than the Hopi Tribe, the San Juan Southern Paiute Tribe or the
14 Zuni Tribe.

15 c. This paragraph sets forth the United States' waiver of claims on
16 behalf of the Navajo Allottees against the State of Arizona, the
17 Navajo Nation, the Hopi Tribe, the Hopi Allottees, and the San Juan
18 Southern Paiute Tribe for all water rights settled under the
19 Settlement Agreement, including all past, present and future claims
20 for such water, and for claims of past, present, or future injury to
21 such water rights.

22 d. This paragraph identifies the claims retained by the United States on
23 behalf of the Navajo Allottees, which are for injury to and
24 enforcement of the rights set forth in the Settlement Agreement, and
25 against water rights claims for or injury resulting from the water
26 rights claims of any tribe other than the Navajo Nation, the Hopi
27 Tribe, the San Juan Southern Paiute Tribe or the Zuni Tribe.

28 e. This paragraph sets forth the Navajo Nation's waivers of claims
29 against the United States for all water rights settled under the
30 Settlement Agreement, including all past, present and future claims

1 for such water; claims of past or present injury to such water rights;
2 past, present, and future claims arising out of monitoring activities
3 by the United States; past and present claims related to foregone
4 benefits from non-Navajo use of water; past and present claims
5 based on damage, loss, or injury to land or natural resources due to
6 loss of water or water rights related to hunting, fishing, gathering, or
7 cultural rights; past and present claims related to failure to establish
8 or provide water delivery systems; past and present claims relating
9 to irrigation projects; and past and present claims based on failures
10 to provide dam safety improvements.

11 f. This paragraph identifies the claims retained by the Navajo Nation
12 against the United States, which are for injury to and enforcement
13 of the rights set forth in the Settlement Agreement; for new water
14 rights for land owned or acquired in fee by the Navajo Nation;
15 against water rights claims for or for injury resulting from the water
16 rights claims of any tribe other than the Hopi Tribe, the San Juan
17 Southern Paiute or the Zuni Tribe.

18 g. This paragraph identifies the United States' waivers of claims
19 against the Navajo Nation and members of the Navajo Nation for all
20 claims of past or present injury to water rights settled under the
21 Settlement Agreement.

22 h. This paragraph identifies the United States' retention of all claims
23 not expressly waived against the Navajo Nation and the members of
24 the Navajo Nation.

25 i. This paragraph identifies the non-tribal parties' waivers of claims
26 against the Navajo Nation and members of the Navajo Nation, and
27 the United States as trustee for the Navajo Nation and Navajo
28 Allotees for all past and present claims for injury to water rights
29 resulting from the diversion or use of water on Navajo land or
30 Navajo allotments.

- 1 j. This paragraph identifies the non-tribal parties' retention of claims
2 for injury to or enforcement of their rights under the Settlement
3 Agreement and for claims arising after the enforceability date.
- 4 k. In addition to the waivers that the Navajo Nation provides in the
5 Settlement Agreement, the Hopi Tribe and the San Juan Southern
6 Paiute Tribe, and the United States on their behalf, provide similar
7 waivers and affirm similar retentions.
- 8 l. For information on additional waivers and retentions, refer to
9 Paragraph 13.0 of the Settlement Agreement.
- 10 m. The Settlement Agreement represents full and complete satisfaction
11 of the water rights claims of the Navajo Nation and its members, the
12 Navajo Allottees, the United States as trustee for the Navajo
13 Allottees, the Hopi Tribe and its members, the Hopi Allottees, the
14 United States as trustee for the Hopi Allottees, and the San Juan
15 Southern Paiute Tribe and its members.
- 16 n. Nothing in the Settlement Agreement precludes the United States or
17 the applicable Tribe from enforcing federal and tribal environmental
18 laws and regulations on the Navajo Reservation, the Hopi
19 Reservation, the San Juan Southern Paiute Reservation, and all trust
20 lands held by the United States for the benefit of the Navajo Nation,
21 the Hopi Tribe and the San Juan Southern Paiute Tribe.

22 14. Paragraph 14.0 – Enforceability Date.

- 23 a. This paragraph identifies the conditions precedent that must be met
24 for the Settlement Agreement to become binding on the United
25 States, known as the Enforceability Date. Those conditions are:
26 Publication in the Federal Register a statement of findings that:
- 27 i. The Settlement Agreement has been amended to
28 conform to the settlement act, including all exhibits to
29 the Settlement Agreement.
- 30

- 1 ii. The amended Settlement Agreement has been signed by
- 2 all parties, and any exhibits requiring amendment have
- 3 been signed by the required parties.
- 4 iii. The waivers and releases have been executed.
- 5 iv. \$5 billion has been appropriated and deposited in the
- 6 appropriate accounts.
- 7 v. The LCR decree has been approved by the LCR
- 8 adjudication court.
- 9 vi. The Gila River decree has been approved by the Gila
- 10 River adjudication court.
- 11 vii. NTUA and the San Juan Southern Paiute Tribe have
- 12 executed a service agreement.
- 13 viii. The Navajo Nation, the Hopi Tribe and the San Juan
- 14 Southern Paiute Tribe have executed tribal resolutions
- 15 consenting to a limited waiver of sovereign immunity
- 16 from suit.

- 17 b. If the conditions precedent are not satisfied, the Settlement
- 18 Agreement will become void.
- 19 c. If the conditions precedent are not satisfied, the San Juan Southern
- 20 Paiute Reservation will continue to be in force and effect.

21 15. Paragraph 15.0 – Other Provisions.

- 22 a. No impairment of existing rights, including no impairment of the
- 23 right to the delivery or beneficial or consumptive use of Colorado
- 24 River Water under the 1944 Treaty with Mexico.
- 25 b. No quantification of public domain allottee water rights, or effect on
- 26 the ability of public domain allottees to make water rights claims.
- 27 c. Modification and amendment of the Settlement Agreement and
- 28 exhibits thereto may be made in writing upon agreement of all
- 29 parties, but modification or amendment of exhibits may not violate
- 30

1 the settlement act or the Settlement Agreement or adversely affect
2 the rights of any party not a signatory to such amendment.

- 3 d. The Governor may execute the Settlement Agreement on behalf of
4 the State of Arizona. The Arizona state agencies that are parties to
5 the Settlement Agreement may execute the Settlement Agreement
6 on their own behalf.
- 7 e. The parties to the Settlement Agreement become bound on the
8 effective date, except for the United States which becomes bound
9 on the Enforceability Date.
- 10 f. Within 30 days of the Effective Date, the parties shall seek to stay
11 all LCR litigation relating to the Navajo Nation, the Hopi Tribe, the
12 San Juan Southern Paiute Tribe, and the United States on their
13 behalf.
- 14 g. Any party may petition a court of competent jurisdiction to enforce
15 the terms of the Settlement Agreement.
- 16 h. The Settlement Agreement is construed in accordance with
17 applicable law.
- 18 i. All expenditure or advance of federal or state funds are contingent
19 upon the appropriation of such funds.
- 20 j. No member of Congress shall receive a personal benefit from the
21 settlement.
- 22 k. Only the claims of the Navajo Nation, the Hopi Tribe and the San
23 Juan Southern Paiute Tribe are settled by the settlement and no other
24 tribal claims are affected by the settlement.
- 25 l. Any person who is not a party to the Settlement Agreement but
26 whose water rights are protected by the Settlement Agreement is a
27 third-party beneficiary and is entitled to enforce the provisions of
28 the Settlement Agreement against the parties.
- 29
30

1 m. The parties other than the state parties and the United States agree
2 not to seek any legislation that would allow groundwater to be
3 transported away from the LCR basin.

4 n. Other than recognition of the right to withdraw or use underground
5 water from the two existing Atkinson Trading Company wells,
6 nothing in the Settlement Agreement addresses jurisdiction over
7 land that Atkinson owns or claims to own, and the United States and
8 the Navajo Nation retain all rights and claims concerning such land.

9 Y. Since January 29, 2024, the Navajo Nation Water Rights Commission, with legal and
10 technical assistance from the Navajo Nation Department of Justice and the Navajo
11 Nation Department of Water Resources, provided 31 public presentations on the
12 Navajo Nation's Arizona water rights claims and related litigation and settlement
13 efforts to over 733 individuals in 25 different chapter communities. Presentations
14 were also provided to the Diné Hataalii Association, the Navajo Nation Human
15 Rights Commission, Navajo Nation Enterprises, and Agency Councils. The Navajo
16 Nation Water Rights Commission also hosted 7 forums simultaneously on radio and
17 social media livestreams. The radio forums were rebroadcasted to ensure broad
18 listenership, and the livestreams were played on the President's Facebook and
19 YouTube accounts, the Navajo Nation Council's Facebook and YouTube accounts,
20 the Water Rights Commission's Facebook page, and the Attorney General's
21 Facebook page to maximize viewership. The Department of Justice also conducted
22 livestreams on the Attorney General's Facebook page and as part of the President's
23 Lunch & Learn series broadcast on Facebook and YouTube. The various social media
24 livestreams have received engagement from over 33,000 viewers.

25 Z. On May 8, 2024, the Navajo Nation Water Rights Commission, through NNWRC-
26 2024-012, passed a resolution expanding the Negotiation Team to include additional
27 Council Delegates from affected communities who have participated in settlement
28 negotiations. Navajo Nation Water Rights Commission Resolution NNWRC-2024-
29 012 is attached as **Exhibit N**.

- 1 AA. On May 9, 2024, the Navajo Nation Water Rights Commission, through NNWRC-
2 2024-014, passed a resolution endorsing and recommending to the Navajo Nation
3 Council to approve the Settlement Agreement. Navajo Nation Water Rights
4 Commission Resolution NNWRC-2024-014 is attached as **Exhibit O**.
- 5 BB. Consistent with the concept of *Tó'ée'iiná at'e*, the Navajo Nation Council has
6 determined that it is in the best interest of the Arizona Chapters of the Navajo Nation,
7 the members of the Navajo Nation residing therein, and the Navajo Nation as a whole,
8 to approve the Settlement Agreement.
- 9

10 **SECTION THREE. ASSOCIATED RIGHTS-OF-WAY**

- 11 A. Pursuant to Paragraph 12.5 of the Settlement Agreement, the Navajo Nation is
12 providing its consent for certain rights-of-way: (1) a right-of-way granted to the
13 United States for the *iiná bá – paa tuwaqat'si* pipeline and any infrastructure
14 reasonably necessary to operate said pipeline; (2) a right-of-way granted to the Hopi
15 Tribe for the Side Rock-Moenkopi Groundwater Project; and (3) such other rights of
16 way that are necessary to implement the terms of the settlement with respect to the
17 groundwater projects of the Hopi Tribe and the San Juan Southern Paiute Tribe.
- 18 B. In accordance with Paragraph 12.5 of the Settlement Agreement, the Navajo Nation
19 has agreed that the rights-of-way referenced in subsection A above will be perpetual
20 in duration and non-exclusive. The Navajo Nation deems the perpetual term of the
21 rights-of-way reasonable given the rights-of-way purposes and the overall terms of
22 the Settlement Agreement.
- 23 C. The Navajo Nation has agreed that no compensation will be due from the grantees to
24 the Navajo Nation for the rights-of-way described in Paragraph 12.5 of the Settlement
25 Agreement.
- 26 D. The Hopi Tribe and the San Juan Southern Paiute Tribe remain responsible for any
27 surface damage to Navajo lands and resources as provided in Paragraph 12.5.1.2 of
28 the Settlement Agreement.
- 29 E. The Navajo Nation has agreed not to tax or assess, in any manner whatsoever, directly
30 or indirectly, any rights, property, or activity associated with the rights-of-way or

1 other legal devices, infrastructure, and other activities described in Paragraph 12.5 of
2 the Settlement Agreement.

3 F. The Navajo Nation is providing its consent for the rights-of-way contained in
4 Paragraph 12.5 of the Settlement Agreement with the condition that the right-of-way
5 grantee at issue will comply with the Nation's right-of-way application process
6 developed by the Navajo Nation General Land Development Department, including
7 terms and conditions modified to reflect Paragraph 12.5 of the Settlement Agreement
8 and payment of associated administrative fees. The grantees shall submit all right-
9 of-way documentation to the Navajo Nation Department of Justice and the
10 Department of Justice shall coordinate with the Navajo General Land Development
11 Department in the grantees' submission of these specific applications for rights-of-
12 way.

13 G. In order to effectuate the Navajo Nation's consent for the rights-of-way in accordance
14 with the terms of Paragraph 12.5 of the Settlement Agreement, the Nation is
15 requesting waivers of several sections of the Bureau of Indian Affairs right-of-way
16 regulations found at 25 C.F.R. Part 169. Specifically, the Navajo Nation is requesting
17 a waiver of the following sections of 25 C.F.R. Part 169: 169.103(f)(2), 169.105(c),
18 169.110(a), 169.120(b), and 169.125(c)(5)(iii):

- 19 1. 169.103(f)(2): The Navajo Nation deems that, consistent with the terms set
20 forth in Paragraph 12.5 of the Settlement Agreement, a waiver of any bond,
21 insurance or alternative form of security is in the Navajo Nation's best
22 interest.
- 23 2. 169.105(c): The Navajo Nation believes waiving the due diligence
24 requirements in 169.105 is in the best interest of the Navajo Nation.
- 25 3. 169.110(a): The Navajo Nation has agreed to compensation in the Settlement
26 Agreement that is satisfactory to the Navajo Nation, the Navajo Nation hereby
27 waives valuation, and the Navajo Nation has determined that accepting such
28 agreed-upon compensation and waiving valuation is in its best interest.
- 29 4. 169.120(b): The Navajo Nation has determined that, consistent with the terms
30 set forth in Paragraph 12.5 of the Settlement Agreement, waiver of the

1 requirement that the right-of-way grantee be required to pay for all damages
2 to the land for which the right-of-way is granted is in the best interest of the
3 Navajo Nation.

- 4 5. 169.125(c)(5)(iii): The Navajo Nation has determined that, consistent with the
5 terms set forth in Paragraph 12.5 of the Settlement Agreement, waiver of the
6 requirement that the right-of-way grantee restore the land related to the right-
7 of-way as nearly as may be possible to its original condition, to the extent
8 compatible with the purpose for which the right-of-way was granted, or
9 reclaim the land if agreed to by the Navajo Nation is in its best interest.

10
11 **SECTION FOUR. SIDE AGREEMENT CONCERNING C-AQUIFER PUMPING**

- 12 A. The Settlement Agreement contains an ancillary agreement among the United States,
13 the Hopi Tribe, the Navajo Nation, Bar T Bar, and the Arizona State Land
14 Department concerning pumping from the Coconino Aquifer (“Side Agreement”).
15 The Side Agreement which is titled “Certain Agreements among the United States,
16 the Hopi Tribe, the Navajo Nation, Bar T Bar, and the Arizona State Land
17 Department concerning Underground Water and Related Rights and Obligations in
18 the Navajo Hopi C-Aquifer Pumping Restriction Area and Bar T Bar Ranch” is
19 attached as **Exhibit P** (Exhibit 9.10 to the Settlement Agreement).
- 20 B. In general, the Side Agreement limits the drilling of new non-exempt wells by various
21 parties in specific areas. The Side Agreement also details the maximum amounts of
22 groundwater that may be pumped by the various parties in specific areas.

23
24 **SECTION FIVE. APPROVALS**

- 25 A. The Navajo Nation Council hereby approves the Settlement Agreement in the form
26 of or substantially similar to the form of **Exhibit A** as attached.
- 27 B. The Navajo Nation Council hereby approves a limited waiver of sovereign immunity
28 on the terms set forth in **Exhibit Q** as attached for the limited and sole purpose of
29 allowing the Navajo Nation to be joined as a party in actions concerning the
30 interpretation or enforcement of (1) the Settlement Agreement; (2) the federal

1 legislation that authorizes, ratifies, and confirms the Settlement Agreement; and (3)
2 the LCR and Gila River Decrees.

3 C. The Navajo Nation Council hereby consents to and approves (1) a right-of-way or
4 other legal device granted to the United States for the iiná bá – paa tuwaqat’si pipeline
5 and any infrastructure reasonably necessary to operate, maintain, and replace said
6 pipeline; (2) a right-of-way granted to the Hopi Tribe for the Side Rock-Moenkopi
7 Groundwater Project, consistent with the terms as described in Section Three, and (3)
8 such other rights-of-way that are necessary to implement the terms of the Settlement
9 Agreement with respect to the groundwater projects of the Hopi Tribe and the San
10 Juan Southern Paiute Tribe.

11 D. The Navajo Nation Council hereby waives any consideration due from the grantees
12 to the Nation for the rights-of-way described in Paragraph 12.5 of the Settlement
13 Agreement.

14 E. The Navajo Nation hereby waives any tax or assessment, in any manner whatsoever,
15 directly or indirectly, any rights, property, or activity associated with the rights-of-
16 way or other legal devices, infrastructure, and activities as described in Paragraph
17 12.5 of the Settlement Agreement.

18 F. The Navajo Nation hereby requests a waiver of the following Bureau of Indian
19 Affairs right-of-way regulations contained in 25 C.F.R. Part 169: 169.103(f)(2),
20 169.105(c), 169.110(a), 169.120(b), and 169.125(c)(5)(iii).

21 G. If the Bureau of Indian Affairs requires the Navajo Nation to provide its consent for
22 additional waivers of the requirements of 25 C.F.R. Part 169 in order to issue the
23 rights-of-way agreed to by the Navajo Nation in Paragraph 12.5 of the Settlement
24 Agreement, the Navajo Nation Attorney General shall be authorized to provide such
25 written consent on behalf of the Navajo Nation.

26 H. The Navajo Nation Council hereby approves the Side Agreement titled “Certain
27 Agreements among the United States, the Hopi Tribe, the Navajo Nation, Bar T Bar,
28 and the Arizona State Land Department concerning Underground Water and Related
29 Rights and Obligations in the Navajo Hopi C-Aquifer Pumping Restriction Area and
30

1 Bar T Bar Ranch” in the form or substantially similar to the form attached as
2 **Exhibit P** (Exhibit 9.10 to the Settlement Agreement).

3 I. The Navajo Nation Council hereby authorizes the President of the Navajo Nation and
4 the Attorney General of the Navajo Nation to execute the Settlement Agreement in
5 the form of or substantially similar to the form of **Exhibit A** as attached and any and
6 all other documents necessary or appropriate to effectuate the intent and purpose of
7 this resolution.

8 J. With this approval, the Navajo Nation binds all bands of Navajo People and chapters
9 of the Navajo Nation, including all entities, agencies, divisions, departments, and
10 programs thereof, to the terms of the Settlement Agreement.

11
12 **SECTION SIX. PROCEDURES FOR APPROVING CHANGES IN THE**
13 **SETTLEMENT AGREEMENT**

14 In the event changes are made to the Settlement Agreement and/or associated exhibits
15 thereto during the congressional process such that the form of the Settlement
16 Agreement and/or associated exhibits are not substantially similar to **Exhibit A** as
17 attached, the Navajo Nation Council delegates to the Negotiation Team the authority
18 to make necessary technical and conforming changes to the Settlement Agreement, and
19 authorizes the President of the Navajo Nation and the Attorney General of the Navajo
20 Nation to execute the same.

Exhibit A

1.0 INTRODUCTION

The purpose of this Agreement is to resolve, fully and finally, any and all claims to Water from any source in the State by: the Navajo Nation on behalf of the Navajo Nation and the Members of the Navajo Nation; the Hopi Tribe on behalf of the Hopi Tribe and the Members of the Hopi Tribe; the San Juan Southern Paiute Tribe on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe; the United States acting as trustee for the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Members of the Navajo Nation, the Members of the Hopi Tribe and the Members of the San Juan Southern Paiute Tribe; and the United States acting as trustee for Navajo Allottees and Hopi Allottees.

2.0 PARTIES

This Agreement dated as of this ___ day of _____, 2024, is entered into among: the United States of America; the State of Arizona; the Navajo Nation; the Hopi Tribe; the San Juan Southern Paiute Tribe; the Central Arizona Water Conservation District; the Salt River Project Agricultural Improvement and Power District; the Salt River Valley Water Users' Association; the Arizona cities and towns of Flagstaff, Winslow, Holbrook, Taylor, Snowflake, Show Low, Eagar, Springerville, and St. Johns; Arizona Public Service Co.; Bar T Bar Ranch, Inc.; Bar T Bar Ranch Company, LLP; Meteor Crater Enterprises, Inc.; Crater Ranch, LLC; Flying M Ranch, Inc.; Aztec Land and Cattle Company, Limited; Aztec Land Company, LLC; Arizona State Land Department; Arizona Game and Fish Commission; Arizona Department of Transportation; Grover's Hill Irrigation District; J. Albert Brown Ranches, Inc.; Pioneer Irrigation Company; Show Low/Pinetop-Woodland Irrigation Company; Silver Creek Irrigation District; Lakeside Irrigation

Company; Little Colorado Water Conservation District; Forest Lakes Domestic Water Improvement District; Pinetop-Lakeside Sanitary District; Porter Springs, LLC; and Atkinson Trading Company, Inc.

3.0 GENERAL PROVISIONS

3.1 DEFINITIONS

For purposes of this Agreement only, the terms set forth below shall have the meanings ascribed to them in this Subparagraph.

3.1.1 "1934 Act Case" shall mean *Honyoama v. Shirley, Jr.*, Case No. CIV 74-842-PHX-EHC (D. Ariz. 2006).

3.1.2 "AFY" shall mean acre-feet per Year.

3.1.3 "Abstract" shall mean a summary of Water Rights or Uses held or owned by any Person, as represented in a form substantially similar to the one attached as Exhibit 3.1.3.

3.1.4 "Act" shall mean the Northeastern Arizona Indian Water Rights Settlement Act of 2024, a copy of which is attached hereto as Exhibit 3.1.4.

3.1.5 "Agreement" shall mean this Northeastern Arizona Indian Water Rights Settlement Agreement and the Exhibits attached hereto.

3.1.6 "Akchin" shall mean traditional water capture practices which include Low Technology Watershed Restoration and practices which are traditionally used to improve soil health and moisture levels, increase forage, improve habitat, prevent erosion and otherwise

facilitate sediment retention, slow water flow, induce sediment deposition, increase water spreading over floodplain, induce meandering and mitigate erosive forces, increase base flow, or increase groundwater recharge.

3.1.7 “Arizona Department of Water Resources” or “ADWR” shall mean the agency of the State established pursuant to A.R.S. § 45-102, *et seq.*, or its successor agency or entity.

3.1.8 “Arizona State Land Department” or “ASLD” shall mean the agency of the State established pursuant to A.R.S. § 37-101, *et seq.*, or its successor agency or entity.

3.1.9 “ASLD Lands” shall mean land owned by the State acting through ASLD and held in trust pursuant to the Arizona-New Mexico Enabling Act of June 20, 1910, ch. 310, 36 Stat. 557, as amended. ASLD has charge and control of ASLD Land pursuant to A.R.S. § 37-101, *et seq.*

3.1.10 “Bar T Bar” shall mean, collectively, Bar T Bar Ranch, Inc., Bar T Bar Ranch Company, LLP, and Meteor Crater Enterprises, Inc.

3.1.11 “Betterment” shall mean any water control measures or practices to optimize Water Use, including project reconfiguration, as long as the Diversion capacity, surface storage capacity, or irrigated acreage is not increased.

3.1.12 “Buffer Zone 1” shall mean the lands generally within two sections of the western and southern boundary of the Navajo Reservation bounded on the east by the Arizona-New Mexico state line and extending west thence extending north, but excluding: (a) Twin Arrows; (b) Turquoise Ranch; (c) Public Domain Allotments outside the Navajo Reservation; (d)

lands managed by the United States National Park Service; (e) lands managed by the United States Forest Service; (f) fee lands owned by the Zuni Tribe; (g) lands excluded from Buffer Zone 1 in Exhibit 9.10; and (h) all ASLD Land as of the Effective Date in Sections 6 and 12, T20N R11E, and Section 36, T21N R10E. Buffer Zone 1 is depicted on the map attached hereto as Exhibit 3.1.12. In the case of a conflict between this definition and Exhibit 3.1.12, this definition shall control. Notwithstanding Subparagraph 3.1.112, Navajo Reservation, as used in this Subparagraph 3.1.12, shall not include lands taken into trust as part of the Navajo Reservation subsequent to the Effective Date.

3.1.13 "Buffer Zone 2" shall mean the lands generally within six sections of the western and southern boundary of the Navajo Reservation, bounded on the east by the Arizona-New Mexico state line and extending west thence extending north, but excluding: (a) Twin Arrows; (b) Turquoise Ranch; (c) Public Domain Allotments outside the Navajo Reservation; (d) lands managed by the United States National Park Service; (e) lands managed by the United States Forest Service; (f) fee lands owned by the Zuni Tribe; (g) lands excluded from Buffer Zone 2 in Exhibit 9.10; and (h) all lands within Buffer Zone 1. All ASLD Land as of the Effective Date in Sections 6 and 12, T20N R11E, and Section 36, T21N R10E, shall be treated as though they are in Buffer Zone 2. Buffer Zone 2 is depicted on the map attached hereto as Exhibit 13.1.12. In the case of a conflict between this definition and Exhibit 13.1.12, this definition shall control. Notwithstanding Subparagraph 3.1.112, Navajo Reservation, as used in this Subparagraph 3.1.13, shall not include lands taken into trust as part of the Navajo Reservation subsequent to the Effective Date.

3.1.14 "Buffer Zones" shall mean Buffer Zone 1 and Buffer Zone 2, collectively.

3.1.15 "CAP Repayment Contract" shall mean: (a) the contract dated December 1, 1988 (Contract No. 14-06-W-245, Amendment No. 1), between the United States and the Central Arizona Water Conservation District for the delivery of water and the repayment of costs of the Central Arizona Project; and (b) any amendment to, or revision of, that contract.

3.1.16 "CAP System" shall mean: (a) the Mark Wilmer Pumping Plant; (b) the Hayden-Rhodes Aqueduct; (c) the Fannin-McFarland Aqueduct; (d) the Tucson Aqueduct; (e) any pumping plant or appurtenant work of a feature described in (a), (b), (c), or (d); and (f) any extension of, addition to, or replacement for a feature described in (a), (b), (c), (d), or (e).

3.1.17 "Central Arizona Project" or "CAP" shall mean the federal reclamation project authorized and constructed by the United States in accordance with Title III of the Colorado River Basin Project Act (43 U.S.C. § 1521, *et seq.*).

3.1.18 "Central Arizona Water Conservation District" or "CAWCD" shall mean the political subdivision of the State that is the contractor under the CAP Repayment Contract.

3.1.19 "Cibola Water" shall mean the Hopi Tribe's entitlement to the Diversion of up to 4,278 AFY of the Fourth Priority Water described in the Hopi Tribe Existing Cibola Contract.

3.1.20 "Claimant" shall mean a Person who has filed a Statement of Claimant in the LCR Adjudication.

3.1.21 "Closed Basin" shall mean those Surface Water subwatersheds within the LCR Watershed depicted on the maps attached as Exhibits 3.1.21A and 3.1.21B.

3.1.22 "Colorado River Compact" shall mean the Colorado River Compact of 1922, as ratified and reprinted at Title 45, Chapter 7, Article 2 of the Arizona Revised Statutes.

3.1.23 "Colorado River Water" shall mean the waters of the Colorado River authorized for use within the State by: the Boulder Canyon Project Act of 1928, 43 U.S.C. §§ 617c and 617d, as amended; the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in Title 45, Chapter 7, Article 3 of the Arizona Revised Statutes; the Colorado River Basin Project Act of 1968, 43 U.S.C. § 1501, *et seq.*, as amended; the Contract for Delivery of Water Between the United States and the State of Arizona dated February 9, 1944; and the Decree. The definition of Colorado River Water in this Agreement and the Act shall not be used for any interpretation of: the Boulder Canyon Project Act of 1928, 43 U.S.C. §§ 617c and 617d, as amended; the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in Title 45, Chapter 7, Article 3 of the Arizona Revised Statutes; the Colorado River Basin Project Act of 1968, 43 U.S.C. § 1501, *et seq.*, as amended; the Contract for Delivery of Water Between the United States and the State of Arizona dated February 9, 1944; or the Decree.

3.1.24 "Confined Aquifer" shall mean any location at which the static water level in a Well completed in the N-Aquifer rises 10 feet or more above the top of the geologic formation known as the Navajo Sandstone at the time the Well is drilled, as generally depicted on Exhibit 3.1.24. In the case of a conflict between this definition and Exhibit 3.1.24, Exhibit 3.1.24 shall control.

3.1.25 "Decree", when used without a modifying adjective, shall mean collectively the decree of the Supreme Court of the United States in *Arizona v. California*, 376 U.S. 340 (1964), the Consolidated Decree entered on March 27, 2006, in that case, 547 U.S. 150, and any modifications thereof.

3.1.26 "De Minimis Use" shall mean a Surface Water Use for: (a) domestic purposes not to exceed one AFY; (b) stockwatering purposes; (c) wildlife purposes; or (d) an Impoundment having a storage capacity of not more than fifteen acre-feet that is used primarily for watering livestock or wildlife.

3.1.27 "Deplete" shall mean an action or process that leads to a Depletion.

3.1.28 "Depletion" shall mean: (a) in the Lower Basin, Diversions less return flows; and (b) in the Upper Basin, the quantity of consumptive use measured by human-made decreases of the virgin flow at Lee Ferry.

3.1.29 "Director" shall mean the Director of the Arizona Department of Water Resources.

3.1.30 "Diversion" shall mean an act to Divert.

3.1.31 "Divert," "Diverting," and "Diverted" shall mean to receive, withdraw, develop, produce or capture Water using: (a) a ditch, canal, flume, bypass, pipeline, pit, collection or infiltration gallery, conduit, Well, pump, turnout, dam, or any other mechanical device; or (b) any other human act.

3.1.32 “Domestic Use” shall mean the Diversion of Water by one or more individuals or households for purposes of: (a) drinking, cooking, laundering, and other personal comforts or necessities; (b) the irrigation of a family garden, orchard, or yard less than two acres in size per family unit or household; (c) livestock watering using tanks with a storage capacity not to exceed 5,000 gallons; or (d) the crafting of articles such as jewelry, pottery, or other traditional items by a household resident for personal use or sale.

3.1.33 “Effective Date” shall mean the date as of which this Agreement has been executed by no less than 30 of the Parties including all of the following: the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the State of Arizona, the Arizona State Land Department, the Central Arizona Water Conservation District, the Salt River Project Agricultural Improvement and Power District, and the Salt River Valley Water Users’ Association.

3.1.34 “Effluent” shall mean Water that: (a) has been used in the State for domestic, municipal, or industrial purposes, other than solely for hydropower generation; and (b) is available for re-use for any purpose, regardless of whether the Water has been treated to improve the quality of the Water.

3.1.35 “Enactment Date” shall mean the date as of which the legislation approving this Agreement has been enacted by Congress.

3.1.36 “Enforceability Date” shall mean the date on which the Secretary publishes in the Federal Register the statement of findings described in section 16 of the Act and Paragraph 14.0 of this Agreement.

3.1.37 "Exempt Well" shall mean a Well having a pump with a maximum capacity of not more than 35 GPM. For purposes of determining whether a Well is an Exempt Well, a series of Wells serving the same facility shall be considered a single Well.

3.1.38 "Exhibit" shall mean an exhibit to this Agreement as enumerated in Subparagraph 3.2.

3.1.39 "Existing Reservoir" shall mean: (a) before the final judgment and decree entered by the LCR Adjudication Court, a Reservoir existing on or before the Effective Date that is the subject of a Statement of Claimant; and (b) after the final judgment and decree entered by the LCR Adjudication Court, any Reservoir included in that decree with a priority date earlier than the Effective Date.

3.1.40 "Existing Surface Water Use" shall mean: (a) before the final judgment and decree entered by the LCR Adjudication Court, any Use of Surface Water initiated on or before the Effective Date that is the subject of a Statement of Claimant; and (b) after the final judgment and decree entered by the LCR Adjudication Court, any Use of Surface Water included in that decree with a priority date earlier than the Effective Date.

3.1.41 "Existing Well" shall mean a Non-Exempt Well that was completed or substantially completed on or before the Effective Date for the purpose of withdrawing Underground Water, and that has not been abandoned by filling or sealing the Well so as to prevent the Well, including the annular space outside the casing, from being a channel allowing the vertical movement of Underground Water.

3.1.42 “Fifth Priority Water” shall mean Fifth Priority Water as that term is defined in the Hopi Tribe Existing Cibola Contract.

3.1.43 “Fourth Priority Water” shall mean Colorado River Water available for delivery within the State for satisfaction of entitlements: (a) in accordance with contracts, Secretarial reservations, perfected rights, and other arrangements between the United States and water users in the State entered into or established subsequent to September 30, 1968, for use on federal, State, or privately owned lands in the State, in a total quantity not greater than 164,652 AFY of Diversions; and (b) after first providing for the delivery of Colorado River Water for the CAP System, including for use on Indian land, under Section 304(e) of the Colorado River Basin Project Act (43 U.S.C. § 1524(e)), in accordance with the CAP Repayment Contract.

3.1.44 “GPM” shall mean gallons per minute.

3.1.45 “Gila River Adjudication” shall mean that action pending in the Superior Court of the State, in and for the County of Maricopa, In re the General Adjudication of All Rights To Use Water in The Gila River System and Source, W-1 (Salt), W-2 (Verde), W-3 (Upper Gila), W-4 (San Pedro) (Consolidated).

3.1.46 “Gila River Adjudication Court” shall mean the Superior Court of the State, in and for the County of Maricopa, exercising jurisdiction over the Gila River Adjudication.

3.1.47 “Gila River Adjudication Decree” shall mean the judgment or decree entered by the Gila River Adjudication Court in substantially the same form as the form of judgment attached hereto as Exhibit 3.1.47.

3.1.48 “Groundwater” shall mean all water beneath the surface of the earth within the State that is not: (a) Surface Water; (b) Colorado River Water; or (c) Effluent.

3.1.49 “Historic Irrigation Diversion Capacity” shall mean Water Diverted from the Managed Washes that is determined from historical records or evidence.

3.1.50 “Hopi Allotment” shall mean any of the eleven (11) parcels allotted pursuant to Section 4 of the General Allotment Act of 1887, 24 Stat. 389, ch. 119 (formerly codified at 25 U.S.C. § 334) that are: (a) located within the exterior boundaries of the Hopi Reservation; and (b) held in trust by the United States for the benefit of one or more individual Indians under allotment record numbers AR-39, -40, -41, -42, -43, -44, -45, -46, -47, -48, and -49.

3.1.51 “Hopi Allottee” shall mean an individual Indian holding a beneficial interest in a Hopi Allotment, or an Indian Tribe holding an undivided fractional beneficial interest in a Hopi Allotment.

3.1.52 [Intentionally Omitted]

3.1.53 “Hopi Fee Land” shall mean land, other than Hopi Trust Land, that: (a) is located in the State outside the exterior boundaries of the Hopi Reservation; and (b) as of the Enforceability Date, is owned by the Hopi Tribe, whether in its own name or through an entity wholly owned or controlled by the Hopi Tribe.

3.1.54 “Hopi Industrial Park” shall mean those lands held in trust by the United States for the Hopi Tribe as provided in the Act of May 22, 1970, Pub. L. No. 91-264, § 1, 84 Stat. 260 (1970).

3.1.55 “Hopi Land” shall mean, collectively, the Hopi Reservation, Hopi Trust Land, and Hopi Fee Land.

3.1.56 “Hopi Reservation” shall mean those lands within the exterior boundaries of the “Hopi Indian Reservation” defined as District 6, and all lands withdrawn by the Executive Order of Dec. 16, 1882 and partitioned to the Hopi Tribe in accordance with the Act of Dec. 22, 1974, Pub. L. 93-531, § 4, 88 Stat. 1713 (formerly codified as amended at 25 U.S.C. § 640d-3), by Judgment of Partition, Feb. 10, 1977, *Sekaquaptewa v. MacDonald*, Case No. CIV-579-PCT-JAW (D. Ariz.), *aff’d*, 626 F.2d 113 (9th Cir. 1980), and all lands recognized as part of the Hopi Reservation in the 1934 Act Case. The foregoing definition is more particularly set forth on the map attached as Exhibit 3.1.56. In case of a conflict between this definition and Exhibit 3.1.56, Exhibit 3.1.56 shall be demonstrative only, and this definition shall control.

3.1.57 “Hopi Tribe” shall mean the Hopi Tribe, a tribe of Hopi Indians organized under Section 16 of the Indian Reorganization Act of June 18, 1934, 48 Stat. 987 (25 U.S.C. § 476), and duly recognized by the Secretary (89 Fed. Reg. 944, 945 (Jan. 8, 2024)).

3.1.58 “Hopi Tribe Agricultural Conservation Trust Fund Account” shall mean the account created pursuant to section 11 of the Act and described in Subparagraph 12.3.3.

3.1.59 “Hopi Tribe Cibola Water” shall mean the Fourth, Fifth, and Sixth Priority Colorado River Water to which the Hopi Tribe is entitled pursuant to Subparagraphs 5.8.2 and 5.8.3.

3.1.60 “Hopi Tribe Existing Cibola Contract” shall mean Contract No. 04-XX-30-W0432 between the United States and the Hopi Tribe, as amended and in full force and effect as of the Effective Date.

3.1.61 “Hopi Tribe Groundwater Projects” shall mean the projects described in Subparagraph 12.3.1.

3.1.62 “Hopi Tribe Groundwater Projects Trust Fund Account” shall mean the account created pursuant to section 11 of the Act and described in Subparagraph 12.3.1.

3.1.63 “Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account” shall mean the account created pursuant to section 11 of the Act and described in Subparagraph 12.3.4.

3.1.64 “Hopi Tribe OM&R Trust Fund Account” shall mean the account created pursuant to section 11 of the Act and described in Subparagraph 12.3.2.

3.1.65 “Hopi Tribe Settlement Cibola Contract” shall mean the contract entered into between the United States and the Hopi Tribe pursuant to this Agreement and the Act for delivery of Hopi Tribe Cibola Water after the Enforceability Date.

3.1.66 “Hopi Tribe Upper Basin Colorado River Water” shall mean the 2,300 AFY of Upper Basin Colorado River Water allocated to the Hopi Tribe as provided in Subparagraphs 5.7 and 11.1.1 and pursuant to section 6 of the Act.

3.1.67 “Hopi Tribe Water Delivery Contract” shall mean one or more contracts entered into by the Secretary and the Hopi Tribe in accordance with this Agreement and the Act for the delivery of Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water.

3.1.68 “Hopi Trust Land” shall mean land that: (a) is located in the State outside the exterior boundaries of the Hopi Reservation; and (b) as of the Enforceability Date, is held in trust by the United States for the benefit of the Hopi Tribe.

3.1.69 “iiná bá - paa tuwaqat’si pipeline” shall mean the Water project described in Subparagraph 12.1 and section 8 of the Act.

3.1.70 “iiná bá – paa tuwaqat’si pipeline Implementation Fund Account” shall mean the account created in the Treasury of the United States pursuant to section 9 of the Act and described in Subparagraph 12.1.1.

3.1.71 “Impoundment” shall mean a human-made structure used to store Water.

3.1.72 “Industrial Use” shall mean the use of Water by any Person engaged in generating electrical energy, or making, converting, or extracting objects or materials into commercially valuable products by machinery or any other mechanical process, including the extraction, conversion, or transportation of any materials.

3.1.73 “Injury to Rights to Surface Water” shall mean, for purposes of Paragraph 8.0 only, a direct Diversion of Surface Water, other than from a Well, that materially diminishes the flows and flood flows of Surface Water on the Navajo Reservation or on a Navajo Allotment.

3.1.74 “Injury to Water Rights” shall mean an interference with, diminution of, or deprivation of Water Rights under federal, State, or other law. The term “Injury to Water Rights” does not include any injury to water quality.

3.1.75 “Injury to Water” shall mean injury to Water based on changes in or degradation of the salinity or concentration of naturally occurring chemical constituents contained in Water.

3.1.76 “Irrigation” shall mean the Use of Water on two (2) or more acres of land to produce plants or parts of plants for sale or human consumption, or for use as feed for livestock, range livestock, or poultry.

3.1.77 “Kerley Valley Project” shall mean an irrigation project that is south and southwest of Tuba City that serves both Navajo and Hopi farmers (as described in the November 28, 2000, Kerley Valley and Lower Kerley Valley report).

3.1.78 “Lake Mary Reservoirs” shall mean those Reservoirs described in the City of Flagstaff’s Abstracts set forth in Exhibit 8.2.1.1D.

3.1.79 “LCR” shall mean the Little Colorado River.

3.1.80 “LCR Adjudication” shall mean that action pending in the Superior Court of the State, in and for the County of Apache, In re: the General Adjudication of All Rights to Use Water in the Little Colorado River System and Source, CIV No. 6417.

3.1.81 “LCR Adjudication Court” shall mean the Superior Court of the State, in and for the County of Apache, exercising jurisdiction over the LCR Adjudication.

3.1.82 “LCR Decree” shall mean the judgment or decree entered by the LCR Adjudication Court in substantially the same form as the form of judgment attached hereto as Exhibit 3.1.82.

3.1.83 “LCR Watershed” shall mean lands located within the Surface Water drainage of the LCR and its tributaries in the State, as shown on the map attached as Exhibit 3.1.83.

3.1.84 “Little Colorado River Plateau Groundwater Basin” shall mean the ‘Little Colorado river plateau groundwater basin’ as that term is used in A.R.S. § 45-544.

3.1.85 “Low Technology Watershed Restoration” shall mean installation, construction, maintenance, repair, replacement, and relocation of low technology structures (for example, one-rock dams, wicker weirs, rock or picket baffles, post vanes, check dams, gully plugs, bagged earth, straw bales or baffles, media lunas, Zuni bowls, berms, and trincheras) in the Managed Washes and Minor Tributary Washes for Watershed Restoration purposes.

3.1.86 “Lower Basin” shall mean the ‘Lower Basin’ as defined in Article II(g) of the Colorado River Compact.

3.1.87 “Lower LCR Watershed” shall mean that portion of the LCR Watershed that is depicted as the “Lower LCR Watershed” on the map attached hereto as Exhibit 3.1.83, excluding the Navajo Reservation and the Hopi Reservation. Notwithstanding Subparagraph 3.1.112, Navajo Reservation, as used in this Subparagraph 3.1.87 shall not include lands taken into trust as part of the Navajo Reservation subsequent to the Effective Date.

3.1.88 “Main Washes” shall mean the mainstem of the five washes north of, and tributary to, the Little Colorado River, which flow across both the Navajo Reservation and the Hopi Reservation: Moenkopi, Dinnebito, Oraibi, Polacca, and Jeddito (also known as Jadito per the United States Geological Survey).

3.1.89 “Major Tributary Washes” shall mean the mainstem of Shonto, Begashibito, and Wepo washes, which are tributary to the Main Washes.

3.1.90 “Managed Washes” shall mean the mainstems of the Main Washes and the Major Tributary Washes. These Managed Washes are shown on the map attached hereto as Exhibit 7.1.1.2D.

3.1.91 “McHood Reservoir”, also known as “Clear Creek Reservoir”, shall mean that Reservoir located on Clear Creek owned by the City of Winslow, as described in the City of Winslow’s Abstract set forth in Exhibit 8.2.1.1J.

3.1.92 “Member” or “Members” shall mean any person or persons duly enrolled as a member or members of the Navajo Nation, the Hopi Tribe, or the San Juan Southern Paiute Tribe.

3.1.93 “Minor Tributary Washes” shall mean all washes tributary to the Managed Washes, other than the Major Tributary Washes.

3.1.94 “Municipal Use” shall mean all non-Irrigation Uses of Water supplied by a Municipal Water Provider.

3.1.95 “Municipal Water Provider” shall mean a city, town, private water company, specially designated homeowners association, any special taxing district established pursuant to Title 48 of the Arizona Revised Statutes, or a Tribe or any of its entities or enterprises, that supplies Water for Municipal Use.

3.1.96 “N-Aquifer” shall mean the Navajo Aquifer depicted on Exhibit 3.1.96.

3.1.97 “Navajo Allotment” shall mean a parcel of land patented pursuant to Section 1 of the General Allotment Act of 1887, 24 Stat. 388, ch. 119 (formerly codified at 25 U.S.C. § 331): (a) originally allotted to an individual identified in the allotting document as a Navajo Indian; (b) located within the exterior boundaries of the Navajo Reservation; and (c) held in trust by the United States for the benefit of one or more individual Indians.

3.1.98 “Navajo Allottee” shall mean an individual Indian holding a beneficial interest in a Navajo Allotment, or an Indian Tribe holding an undivided fractional beneficial interest in a Navajo Allotment.

3.1.99 “Navajo Fee Land” shall mean land, other than Navajo Trust Land, that: (a) is located in the State; (b) is located outside the exterior boundaries of the Navajo Reservation; and (c) as of the Enforceability Date, is owned by the Navajo Nation, whether in its own name or through an entity wholly owned or controlled by the Navajo Nation.

3.1.100 “Navajo Land” shall mean, collectively, the Navajo Reservation, Navajo Trust Land, and Navajo Fee Land.

3.1.101 “Navajo Nation” shall mean the Navajo Nation, a body politic and federally recognized Indian nation, 89 Fed. Reg.944, 945 (Jan. 8, 2024), also known variously as the ‘Navajo Tribe’, the ‘Navajo Tribe of Arizona, New Mexico & Utah’, the ‘Navajo Tribe of Indians’, and other similar names, and includes all bands of Navajo Indians and chapters of the Navajo Nation.

3.1.102 “Navajo Nation Agricultural Conservation Trust Fund Account” shall mean the account created pursuant to section 10 of the Act and described in Subparagraph 12.2.4.

3.1.103 “Navajo Nation Cibola Water” shall mean the Navajo Nation’s entitlement to the diversion of up to 100 AFY of Fourth Priority Water at the same location and for the same Uses described in the Hopi Tribe Existing Cibola Contract or the delivery and consumptive use of up to 71.5 AFY at locations and for uses within the State other than as described in the Existing Hopi Tribe Cibola Contract, which shall have been assigned and transferred by the Hopi Tribe from its Cibola Water under the Hopi Tribe Existing Cibola Contract to the Navajo Nation.

3.1.104 “Navajo Nation Fourth Priority Water” shall mean the Diversion right to 3,500 AFY of Fourth Priority Water reserved for use in a Navajo-Hopi Indian water rights settlement under Paragraph 11.3 of the Arizona Water Settlement Agreement among the United States, the State of Arizona, and the Central Arizona Water Conservation District, as authorized by Section 106(a)(1) and (2) of Public Law 108-451, and allocated to the Navajo Nation as provided in Subparagraphs 4.9 and 10.1 and pursuant to section 6 of the Act.

3.1.105 “Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account” shall mean the account created pursuant to section 10 of the Act and described in Subparagraph 12.2.5.

3.1.106 “Navajo Nation OM&R Trust Fund Account” shall mean the account created pursuant to section 10 of the Act and described in Subparagraph 12.2.2.

3.1.107 “Navajo Nation Renewable Energy Trust Fund Account” shall mean the account created pursuant to section 10 of the Act and described in Subparagraph 12.2.3.

3.1.108 “Navajo Nation Upper Basin Colorado River Water” shall mean the 44,700 AFY of Upper Basin Colorado River Water allocated to the Navajo Nation as provided in Subparagraphs 4.7 and 10.1 and pursuant to section 6 of the Act.

3.1.109 “Navajo Nation Water Delivery Contract” shall mean one or more contracts entered into by the Secretary and the Navajo Nation in accordance with this Agreement and the Act for the delivery of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, or Navajo Nation Fourth Priority Water.

3.1.110 “Navajo Nation Water Projects” shall mean the projects described in Subparagraph 12.2.1.

3.1.111 “Navajo Nation Water Projects Trust Fund Account” shall mean the account created pursuant to section 10 of the Act and described in Subparagraph 12.2.1.

3.1.112 “Navajo Reservation” shall mean those lands shown on the map attached hereto as Exhibit 3.1.112a, which are: within the exterior boundaries of the “Navajo Indian

Reservation” in the State, defined by the Act of June 14, 1934, ch. 521, 48 Stat. 960; all lands withdrawn by the Executive Order of Dec. 16, 1882 and partitioned to the Navajo Nation in accordance with the Act of Dec. 22, 1974, Pub. L. 93-531, § 8(b), 88 Stat. 1713 (previously codified as amended at 25 U.S.C. § 640d-7(b)), by Judgment of Partition, Feb. 10, 1977, *Sekaquaptewa v. MacDonald*, Case No. CIV-579-PCT-JAW (D. Ariz.), *aff’d*, 626 F.2d 113 (9th Cir. 1980); all lands taken into trust as a part of the Navajo Reservation pursuant to the Act of Dec. 22, 1974, Pub. L. No. 93-531, § 11, 88 Stat. 1713, as amended (previously codified at 25 U.S.C. § 640d-10, a copy of which is attached as Exhibit 3.1.112b); and excepting all lands within the Hopi Reservation as defined in Subparagraph 3.1.56 and the San Juan Southern Paiute Reservation as defined in Subparagraph 3.1.148; provided, however, that if lands are taken in to trust as part of the Navajo Reservation pursuant to the Act of December 22, 1974, subsequent to the Effective Date, such lands shall be considered part of the Navajo Reservation as if they had been reservation lands prior to the Effective Date, except as provided in Subparagraphs 3.1.12, 3.1.13, 3.1.87, 3.1.170, 4.1.5, 4.1.6, 4.6.1, and 8.1.1. In the case of a conflict between this definition and Exhibit 3.1.112a, Exhibit 3.1.112a shall be demonstrative only, and this definition shall control.

3.1.113 “Navajo Tribal Utility Authority” or “NTUA” shall mean the enterprise established by the Navajo Nation found at 21 N.N.C. § 1 *et seq.*, or its successor agency or entity.

3.1.114 “Navajo Trust Land” shall mean land that: (a) is located in the State; (b) is located outside the exterior boundaries of the Navajo Reservation; and (c) as of the Enforceability Date, is held in trust by the United States for the benefit of the Navajo Nation.

3.1.115 “New Reservoir” means a Reservoir that is constructed after the Effective Date, including any additional storage capacity constructed in a Reservoir after the Effective Date. A “New Reservoir” shall not include a Reservoir that is modified, reconstructed, or replaced after the Effective Date as provided in Subparagraphs 8.6.4, 8.8.2, and 8.8.3, or an Impoundment that is modified or enlarged as provided in Subparagraph 8.6.5.

3.1.116 “New Surface Water Use” shall mean a Use of Surface Water initiated after the Effective Date.

3.1.117 “New Well” shall mean a Non-Exempt Well that is completed after the Effective Date for the purpose of withdrawing Underground Water, excluding a replacement Well drilled pursuant to Subparagraph 9.4.2.

3.1.118 “Non-Exempt Well” shall mean a Well with a maximum capacity greater than 35 GPM.

3.1.119 “Norviel Decree” shall mean the final decree of the Superior Court of the State, in and for the County of Apache, in *The St. John's Irrigation Company and the Meadows Reservoir Irrigation Company, et al. v. Round Valley Water Storage & Ditch Company, Eagar Irrigation Company, Springerville Water Right and Ditch Company, et al.*, Case No. 569 (Apr. 29, 1918), and any modifications thereof.

3.1.120 “Off-Reservation” shall mean lands located in the State outside the exterior boundaries of the Navajo Reservation, the Hopi Reservation, and the San Juan Southern Paiute Reservation.

3.1.121 "OM&R" shall mean operation, maintenance, and replacement.

3.1.122 "Paragraph" shall mean a numbered paragraph of this Agreement, including all Subparagraphs in such Paragraph.

3.1.123 "Party" or "Parties" shall mean a Person who is a signatory or Persons who are signatories to this Agreement.

3.1.124 "Pasture Canyon" shall mean the incised wash tributary to Moenkopi wash that extends approximately 4.5 miles in length. Approximately 3.0 miles of the canyon, beginning from Highway 160 (NW ¼ SW ¼ Section 27 T32N R11E) and moving north, are located within the external boundaries of the Hopi Reservation. The north most 1.5-mile section of the canyon (ending in the NE ¼ Section 3 T32N R11E) is located on the Navajo Reservation. Pasture Canyon, including the portion located within the external boundaries of the Hopi Reservation, and the portion located on the Navajo Reservation, is labeled and generally identified on Exhibit 7.2.3.5.4.

3.1.125 "Peabody Impoundments" shall mean the Impoundments described and depicted in Exhibit 3.1.125.

3.1.126 "Permanent Surface Water Control Structure" shall mean any water control structure: (a) over fifteen feet in height, as measured from the lowest elevation of the downstream toe at its intersection with the natural ground surface to either the spillway crest, or the crest of dam if a spillway is not present; or (b) with active storage of more than seventy-five acre-feet.

3.1.127 "Person" shall mean: an individual; public or private corporation; company; partnership; joint venture; firm; association; society; estate or trust; any other private organization or enterprise; the United States; any Indian tribe; any state, territory, or country; any governmental entity; and any political subdivision or municipal corporation organized under or subject to the constitution and laws of the State. This definition includes the officers, directors, agents, insurers, representatives, employees, attorneys, assigns, subsidiaries, affiliates, enterprises, legal representatives, assigns, predecessors, and successors in interest and their heirs, of any Person.

3.1.128 "Points of Access" shall mean one or more locations where the City of Flagstaff provides access to Water delivered from the Red Gap Ranch Regional Pipeline Project.

3.1.129 "Prior Written Consent" shall mean 'Prior Written Consent' as provided in Subparagraph 7.5.1.

3.1.130 "Public Domain Allottee" shall mean an individual Indian or an Indian tribe holding a beneficial interest in a Public Domain Allotment outside the Navajo Reservation or a Public Domain Allotment within the Navajo Reservation.

3.1.131 "Public Domain Allotments within the Navajo Reservation" shall mean lands allotted to individual Indians from the public domain that are (1) held in trust by the United States for the benefit of one or more individual Indians or Indian tribes and (2) located within the exterior boundaries of the Navajo Reservation. A list of Public Domain Allotments within the Navajo Reservation is attached hereto as Exhibit 3.1.131.

3.1.132 “Public Domain Allotments outside the Navajo Reservation” shall mean the 51 parcels of land allotted to individual Indians from the public domain pursuant to Section 4 of the General Allotment Act of 1887, 24 Stat. 388, ch. 119 that are (1) held in trust by the United States for the benefit of one or more individual Indians or Indian tribes and (2) located outside the exterior boundaries of the Navajo Reservation and the Hopi Reservation, as depicted on the map attached hereto as Exhibit 3.1.132A. Abstracts for the 51 Public Domain Allotments outside the Navajo Reservation are attached hereto as Exhibit 3.1.132B.

3.1.133 “Reclamation” shall mean the United States Bureau of Reclamation.

3.1.134 “Red Gap Ranch” shall mean those fee lands owned by the City of Flagstaff, located approximately 35 miles east of the City of Flagstaff along Interstate 40, as depicted in Exhibit 3.1.134A, and more particularly described in Exhibit 3.1.134B. In case of a conflict between the map in Exhibit 3.1.134A and the legal description in Exhibit 3.1.134B, the legal description in Exhibit 3.1.134B shall control.

3.1.135 “Red Gap Ranch Regional Pipeline Project” shall mean the City-owned and operated infrastructure, pumping and storage facilities, treatment facilities, and Points of Access necessary for the City of Flagstaff to withdraw and deliver Water from Red Gap Ranch or from locations south of Red Gap Ranch to the City of Flagstaff and Points of Access for Municipal Use.

3.1.136 “Rehabilitation” shall mean the replacement in kind with comparable works, including on-farm or system water conservation measures and technologically improved

components, so long as the Diversion capacity, surface storage capacity, or irrigated acreage is not increased.

3.1.137 "Reservoir" shall mean an Impoundment of Surface Water that is not a De Minimis Use.

3.1.138 "Restricted Zone" shall mean lands depicted on the map attached hereto as Exhibit 3.1.138 within one-half mile of either side of the boundary line between the Hopi Reservation and the Navajo Reservation. In the case of conflict between this definition and Exhibit 3.1.138, Exhibit 3.1.138 shall control.

3.1.139 "San Juan Southern Paiute Fee Land" shall mean land, other than San Juan Southern Paiute Trust Land, that: (a) is located in the State; (b) is located outside the exterior boundaries of the San Juan Southern Paiute Reservation; and (c) as of the Enforceability Date, is owned by the San Juan Southern Paiute Tribe, whether in its own name or through an entity wholly owned or controlled by the San Juan Southern Paiute Tribe.

3.1.140 "San Juan Southern Paiute Groundwater Projects" shall mean the projects described in Subparagraph 12.4.1 and section 12 of the Act.

3.1.141 "San Juan Southern Paiute Land" shall collectively mean the San Juan Southern Paiute Southern Area, San Juan Southern Paiute Trust Land, and San Juan Southern Paiute Fee Land.

3.1.142 “San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account” shall mean the account created pursuant to section 12 of the Act and described in Subparagraph 12.4.3.

3.1.143 “San Juan Southern Paiute Tribe Groundwater Project Trust Fund Account” shall mean the account created pursuant to section 12 of the Act and described in Subparagraph 12.4.1.

3.1.144 “San Juan Southern Paiute Tribe OM&R Trust Fund Account” shall mean the account created pursuant to section 12 of the Act and described in Subparagraph 12.4.2.

3.1.145 “San Juan Southern Paiute Trust Land” shall mean land that: (a) is located in the State; (b) is located outside the exterior boundaries of the San Juan Southern Paiute Reservation; and (c) as of the Enforceability Date, is held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe.

3.1.146 “San Juan Southern Paiute Northern Area” shall mean the land depicted on the map attached hereto as Exhibit 3.1.146.

3.1.147 “San Juan Southern Paiute Southern Area” shall mean the land depicted on the map attached hereto as Exhibit 3.1.147.

3.1.148 “San Juan Southern Paiute Reservation” shall mean the approximately 5,400 acres of land described in Paragraph 6.0 as the San Juan Southern Paiute Northern Area and the San Juan Southern Paiute Southern Area, as depicted in the maps attached hereto as Exhibit 3.1.146 and Exhibit 3.1.147.

3.1.149 "San Juan Southern Paiute Tribe" shall mean the San Juan Southern Paiute Tribe, a body politic and federally recognized Indian tribe, 89 Fed. Reg. 944, 946 (Jan. 8, 2024).

3.1.150 "Secretary" shall mean the Secretary of the United States Department of the Interior or the Secretary's authorized designee.

3.1.151 "Sixth Priority Water" shall mean Sixth Priority Water as that term is defined in the Hopi Tribe Existing Cibola Contract.

3.1.152 "State" shall mean the State of Arizona.

3.1.153 "Statement of Claimant" shall mean a statement of claimant filed in the LCR Adjudication and bearing a file number beginning with the number '39'.

3.1.154 "Subparagraph" shall mean a numbered subparagraph of this Agreement.

3.1.155 "Surface Water" shall mean all water in the State that is appropriable under State law. "Surface Water" shall not include Colorado River Water.

3.1.156 "Three Canyon Area" shall mean the Clear Creek, Chevelon Creek, and Jacks Canyon subwatersheds of the LCR Watershed, as depicted on the map attached hereto as Exhibit 3.1.156. In the case of a conflict between this definition and Exhibit 3.1.156, Exhibit 3.1.156 shall control.

3.1.157 "Treaty" shall mean the Articles of Treaty and Agreement entered into by the Navajo Nation and the San Juan Southern Paiute Tribe to settle land claims and other disputes, as executed on March 18, 2000.

3.1.158 "Treaty Addendum" shall mean the Addendum to the Treaty entered into by the Navajo Nation and the San Juan Southern Paiute Tribe on May 7, 2004.

3.1.159 "Tribe" shall mean the Navajo Nation, the Hopi Tribe, or the San Juan Southern Paiute Tribe.

3.1.160 "Tribes" shall mean the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe.

3.1.161 "Turquoise Ranch" shall mean the 373.73 acres of land in Coconino County as described in Exhibit 3.1.161.

3.1.162 "Twin Arrows" shall mean the 405.61 acres of land in Coconino County as described in Exhibit 3.1.162.

3.1.163 "Underground Water" shall mean all water beneath the surface of the Earth, within the State, other than Effluent, regardless of its legal characterization as appropriable or non-appropriable under federal, State, or other law.

3.1.164 "United States" or "United States of America" shall mean the United States acting as trustee for the Tribes, their Members, Hopi Allottees, and Navajo Allottees, except as otherwise expressly provided. When the term 'United States' or 'United States of America' is used in reference to a particular agreement or contract, the term shall mean the United States acting in the capacity as set forth in such agreement or contract.

3.1.165 "Upper Basin" shall mean 'Upper Basin' as defined in Article II(f) of the Colorado River Compact.

3.1.166 "Upper Basin Colorado River Water" shall mean the 50,000 AFY of consumptive use of Colorado River Water apportioned to the State in the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in Title 45, Chapter 7, Article 3 of the Arizona Revised Statutes.

3.1.167 "Use" shall mean any beneficial use, including instream flow, recharge, storage, recovery, or any other use recognized as beneficial under applicable law.

3.1.168 "Water", when used without a modifying adjective, shall mean Groundwater, Surface Water, Colorado River Water, or Effluent.

3.1.169 "Water Right" shall mean any right in or to Groundwater, Surface Water, Colorado River Water, or Effluent under federal, State or other law.

3.1.170 "Watershed of the LCR" shall mean the Silver Creek watershed, the upper Little Colorado River watershed or the Lower LCR Watershed, as depicted on the map in Exhibit 3.1.83, but excluding the Navajo Reservation and the Hopi Reservation. Notwithstanding Subparagraph 3.1.112, Navajo Reservation, as used in this Subparagraph 3.1.170, shall not include lands taken into trust as part of the Navajo Reservation subsequent to the Effective Date.

3.1.171 "Water Supply Contract" shall mean any agreement for Water service required by the City of Flagstaff that will address and include the operation, maintenance, energy,

replacement, treatment, and capital expenses for the Red Gap Ranch Regional Pipeline Project, and other agreements regarding scheduling, capacity, reciprocal service, Water treatment, conveyance, temporary or permanent shortages, and other components for Water delivery.

3.1.172 “Watershed Restoration” shall mean efforts to: (a) support Akchin and flood-water farming; (b) improve soil health and moisture levels; (c) increase forage; (d) improve habitat; (e) prevent erosion and otherwise facilitate sediment retention; (f) slow Water flow; (g) induce sediment deposition; (h) increase Water spreading over floodplain; (i) induce meandering and mitigate erosive forces; (j) increase base flow; or (k) increase Underground Water recharge.

3.1.173 “Well” shall mean a human-made opening in the Earth through which Underground Water may be withdrawn or obtained.

3.1.174 “Year” shall mean a calendar year.

3.1.175 “Zuni Indian Tribe” or “Zuni Tribe” shall mean the body politic and federally recognized Indian tribe of that name, 89 Fed. Reg. 944, 947 (Jan. 8, 2024).

3.2 EXHIBITS

Exhibit #	Description
3.1.3	Form of Abstract
3.1.4	The legislation or the “Act”
3.1.12	Map of Buffer Zone 1 and Buffer Zone 2
3.1.21A	Map of Closed Basins Off-Reservation
3.1.21B	Map of Closed Basins On-Reservation
3.1.24	Map of N-Aquifer showing the Confined portion and the Shonto recharge zone

Exhibit #	Description
3.1.47	Form of Gila River Judgment and Decree
3.1.56	Map of Hopi Reservation
3.1.82	Form of LCR Judgment and Decree
3.1.83	Map of LCR Watershed
3.1.96	Map of N-Aquifer
3.1.112a	Map of Navajo Nation Reservation
3.1.112b	The Act of Dec. 22, 1974, Pub. Law 93-531
3.1.125	Map of Peabody Impoundments
3.1.131	List of Public Domain Allotments within the Navajo Reservation
3.1.132a	Map of 51 Public Domain Allotments outside the Navajo Reservation
3.1.132b	Abstracts of 51 Public Domain Allotments outside the Navajo Reservation
3.1.134a	Map of Red Gap Ranch fee lands owned by City of Flagstaff
3.1.134b	Legal Description of Red Gap Ranch fee lands owned by City of Flagstaff
3.1.138	Map of N-Aquifer Restricted Buffer Zone
3.1.146	Map of San Juan Southern Paiute Northern Area
3.1.147	Map of San Juan Southern Paiute Southern Area
3.1.156	Map of Three Canyon Area
3.1.161	Turquoise Ranch Legal Description
3.1.162	Twin Arrows Legal Description
4.6.2	LCR Mainstem Historic Irrigation Projects
4.11.1A	Map of Navajo Nation land in fee located outside the exterior boundaries of the Navajo Reservation within the LCR Watershed
4.11.1B	Abstracts of Navajo Nation Off-Reservation fee lands (Surface Water)
4.11.1C	Abstracts of Navajo Nation Off-Reservation fee lands (Underground Water)
4.14.1A	Map of Navajo Nation Off-Reservation land within the Gila River watershed
4.14.1B	Abstract of land within the Gila River watershed for Navajo Nation Off-Reservation Surface Water
4.14.1C	Abstract of land within the Gila River watershed for Navajo Nation Off-Reservation Underground Water
5.9	Abstracts of Hopi Allotments
5.10.1A	Map of 26 Bar Ranch
5.10.1B	Map of DoBell Ranch
5.10.1C	Map of Aja Ranch fee lands
5.10.1D	Map of Homolovi fee lands
5.10.1E	Hart Ranch fee lands
5.10.1F	Map of Clear Creek Ranch fee lands
5.10.1G	Map of Hart Ranch
5.10.1H	Map of Twin Arrows trust land
5.10.1I	Map of Drye Ranch
5.10.1J	Map of Aja Ranch trust lands
5.10.1K	Map of Clear Creek Ranch trust lands

Exhibit #	Description
5.10.1L	Map of Hopi Industrial Park
5.10.1AA	Hopi Abstracts for 26 Bar Ranch
5.10.1BB	Hopi Abstracts for DoBell Ranch
5.10.1CC	Hopi Abstracts for Aja Ranch fee lands
5.10.1DD	Hopi Abstracts for Homolovi fee lands
5.10.1EE	Hopi Abstracts for Hart Ranch fee lands
5.10.1FF	Hopi Abstracts for Clear Creek Ranch fee lands
5.10.1GG	Hopi Abstracts for Hart Ranch
5.10.1HH	Hopi Abstracts for Twin Arrows trust land
5.10.1II	Hopi Abstracts for Drye Ranch
5.10.1JJ	Hopi Abstracts for Aja Ranch trust lands
5.10.1KK	Hopi Abstracts for Clear Creek Ranch trust lands
5.10.1LL	Hopi Abstracts for Hopi Industrial Park
6.4.1A	Map of SJSP Tuba City Fee Lands
6.4.1B	Map of SJSP Belmont Parcel Fee Lands
6.4.1AA	Abstract for SJSP Fee Lands – Southern Area
6.4.1BB	Abstract for SJSP Lands – Northern Area
7.1.1.1A	Inventory of All irrigation uses (Navajo)
7.1.1.1B	Inventory of All irrigation uses (Hopi)
7.1.1.2A	Table of All Navajo Nation Designated Historic Irrigation Projects
7.1.1.2B	Table of All Hopi Tribe Designated Historic Irrigation Projects
7.1.1.2C	Table of All Joint Navajo Nation and Hopi Tribe Historic Irrigation Projects
7.1.1.2D	Map of Designated Historic Irrigation Projects
7.1.2.3	Table of Aggregate Capacity of Surface Water Impoundments by Main Wash Drainage
7.2.3.5.3	Map of N-Aquifer Boundary Springs
7.2.3.5.4	Map of Pasture Canyon Springs buffer zone
8.2.1.1A	Abstract of Surface Water Uses – AZ Game & Fish, Chevelon Cr. Wildlife Area, Chevelon Canyon Lake
8.2.1.1B	Abstracts of Existing Surface Water Uses – Bar T Bar Ranch
8.2.1.1C	Abstracts of Existing Surface Water Uses – Flying M Ranch
8.2.1.1D	Abstracts of Existing Surface Water Uses – City of Flagstaff
8.2.1.1E	Abstracts of Existing Surface Water Uses – Grover Hill Irrigation
8.2.1.1F	Abstract of Existing Surface Water Uses – SRP C.C. Cragin Reservoir
8.2.1.1G	Abstracts of Existing Surface Water Uses – City of Show Low
8.2.1.1H	Abstracts of Existing Surface Water Uses– Show Low Pinetop Woodland Irrigation Co.
8.2.1.1I	Abstracts of Existing Surface Water Uses – Silver Creek Irrigation District
8.2.1.1J	Abstracts of Existing Surface Water Uses – City of Winslow
8.3A	Abstracts of Surface Water Uses for Zuni Lands
8.3B	Zuni Indian Tribe Water Rights Settlement Judgment and Decree

Exhibit #	Description
8.5.2	Map of two Wells located on Atkinson Trading Company Inholding
8.5.3	The Balleau groundwater rebuttal report
8.5.4	Abstract for the withdrawal and Use of Water from two Wells located on Atkinson Trading Company Inholding
8.8.2	Map of LCR HUC
8.8.3	Map of City of Flagstaff Lake Mary Reservoirs within Lake Mary Watershed
9.10	Side Agreement between Navajo, Hopi, and the US as Trustee, Bar T Bar, and ASLD
12.5.3	Map of Side Rock-Moenkopi Groundwater Project right-of-way
12.5.4	Map of NTUA (Questar) right-of-way
13.1	Waiver, Release, and Retention of Claims for Water Rights and Injury to Water Rights and Injury to Water by the Navajo Nation on Behalf of the Navajo Nation and The Members of the Navajo Nation (but not Members in the Capacity of the Members as Navajo Allottees), and the United States, Acting as Trustee for the Navajo Nation and the Members of the Navajo Nation (but not the Members in the Capacity of the Members as Navajo Allottees)
13.2	Waiver, Release, and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the United States, Acting as Trustee for the Navajo Allottees
13.3	Waiver, Release, and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the Navajo Nation, on Behalf of the Navajo Nation and the Members of the Navajo Nation (but not Members in the Capacity of the Members as Navajo Allottees), against the United States
13.4	Waiver, Release, and Retention of Claims by the United States in all Capacities (Except as Trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe) against the Navajo Nation and the Members of the Navajo Nation
13.5	Waiver, Release, and Retention of Claims by parties, other than the Navajo Nation on behalf of the Navajo Nation and the Member of the Navajo Nation, and the United States acting as Trustee for the Navajo Nation, the Members of the Navajo Nation and the Navajo Allottees
13.6	Waiver, Release, and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the Hopi Tribe, on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), and the United States, acting as Trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees)
13.7	Waiver, Release, and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the United States, acting as Trustee for the Hopi Allottees

Exhibit #	Description
13.8	Waiver, Release, and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the Hopi Tribe, on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the Capacity of the Members as Hopi Allottees), against the United States
13.9	Waiver, Release, and Retention of Claims by the United States in all capacities (except as Trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe) against the Hopi Tribe and the Members of the Hopi Tribe
13.10	Waiver, Release, and Retention of Claims by the Parties, other than the Hopi Tribe on behalf of the Hopi Tribe and the Members of the Hopi Tribe, and the United States Acting as Trustee for the Hopi Tribe, the Members of the Hopi Tribe and the Hopi Allottees
13.11	Waiver, Release, and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the San Juan Southern Paiute Tribe, on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, and the United States, acting as Trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe
13.12	Waiver, Release, and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the San Juan Southern Paiute Tribe, on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, against the United States
13.13	Waiver, Release, and Retention of Claims by the United States in all capacities (except as Trustee for an Indian Tribe other than the Navajo Nation, The Hopi Tribe, and the San Juan Southern Paiute Tribe) against the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe
13.14	Waiver, Release, and Retention of Claims by parties other than the San Juan Southern Paiute Tribe on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, and the United States acting as Trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe
15.7.1	Motion for Stay of Litigation
15.7.2	Stipulation Regarding Withdrawal of Objections and Agreements to not Object
15.18	Form Notice

4.0 NAVAJO NATION WATER RIGHTS

The Navajo Nation, Navajo Allottees, and the United States acting as trustee for the Navajo Nation and Navajo Allottees, shall have the rights to use Water as described in this Paragraph.

4.1 GENERALLY APPLICABLE PROVISIONS

4.1.1 The Navajo Nation's Water Rights described in this Paragraph 4.0 may be used for any purpose consistent with this Agreement, the LCR Decree, and the Gila River Adjudication Decree.

4.1.2 The United States shall enter into contracts with the Navajo Nation, as necessary, for delivery of any of the Water Rights described in this Paragraph 4.0.

4.1.3. The Navajo Nation shall provide ADWR with a copy of any proposed contract for the Off-Reservation lease, exchange or storage of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water at least sixty (60) days prior to execution to allow ADWR to determine whether the contract complies with the terms of this Agreement and the Act. The proposed contract may have financial information redacted.

4.1.4 Water Rights Held in Trust. The Water Rights described in Subparagraphs 4.2, 4.4, 4.5, 4.6, 4.7, and 4.9 shall be held in trust by the United States for the benefit of the Navajo Nation and Navajo Allottees. Water Rights held in trust by the United States for the benefit of the Navajo Nation and Navajo Allottees shall not be subject to loss through non-use, forfeiture, or abandonment.

4.1.5 The Navajo Nation shall have the right to store in a Reservoir on the Navajo Reservation any Water supply that it has a right to use, in accordance with applicable tribal and

federal laws and subject to this Agreement. Notwithstanding Subparagraph 3.1.112, Navajo Reservation, as used in this Subparagraph 4.1.5, shall not include lands taken into trust as part of the Navajo Reservation subsequent to the Effective Date.

4.1.6 Except as provided in Paragraph 7.0, nothing in this Agreement shall be construed to prohibit the Navajo Nation from initiating New Surface Water Uses for Irrigation by means of direct Diversion of Surface Water on the Navajo Reservation. Notwithstanding Subparagraph 3.1.112, Navajo Reservation, as used in this Subparagraph 4.1.6, shall not include lands taken into trust as part of the Navajo Reservation subsequent to the Effective Date.

4.2 UNDERGROUND WATER

The Navajo Nation, and the United States acting as trustee for the Navajo Nation and the Navajo Allottees, shall have the right to all Underground Water on the Navajo Reservation, subject to the provisions on the Use of the N-Aquifer described in Subparagraph 7.2.

4.3 EFFLUENT

4.3.1 The Navajo Nation shall have the right to Effluent developed on the Navajo Reservation, which may be used for such purposes as the Navajo Nation may determine.

4.3.2 Effluent developed by the Navajo Nation on lands held in trust by the United States for the benefit of the Navajo Nation, but located outside of the Navajo Reservation, or on Public Domain Allotments outside the Navajo Reservation may be used on the Navajo Reservation or on lands held in trust by the United States for the benefit of the Navajo Nation or

on Public Domain Allotments outside the Navajo Reservation for such purposes as the Navajo Nation may determine, subject to applicable law.

4.3.3 Effluent developed by the Navajo Nation on land owned in fee by the Navajo Nation, but located outside of the Navajo Reservation, may be used by the Navajo Nation for such purposes as the Navajo Nation may determine, subject to State law.

4.4 SPRINGS

The Navajo Nation, and the United States acting as trustee for the Navajo Nation and the Navajo Allottees, shall have the right to all springs on the Navajo Reservation, subject to the provisions in Paragraph 7.0.

4.5 LITTLE COLORADO RIVER TRIBUTARIES

4.5.1 The Navajo Nation shall have the right to Divert and Deplete all Surface Water that flows within the Navajo Reservation in water courses north of and tributary to the LCR, subject to the provisions of Subparagraph 7.1, and provided that such Diversions and Depletions shall not interfere with or diminish Existing Surface Water Uses.

4.5.2 The Navajo Nation shall have the right to Divert and Deplete all Surface Water that reaches the Navajo Reservation in water courses south or west of and tributary to the LCR, provided that such Diversions and Depletions shall not interfere with or diminish Existing Surface Water Uses.

4.6 LITTLE COLORADO RIVER MAINSTEM

4.6.1 The Navajo Nation shall have the right to Divert and Deplete any Surface Water of the LCR mainstem that reaches the Navajo Reservation. The physical withdrawal of Water from the alluvium of the LCR on the Navajo Reservation by the Navajo Nation, Navajo Allottees, or the United States acting as trustee for the Navajo Nation and Navajo Allottees, shall be considered to be a Diversion of Surface Water. Between 2001 and 2021, the average United States Geological Survey gage flow of the LCR near Winslow, Arizona, that reached the Navajo Reservation was approximately 122,000 AFY. Nothing in this Subparagraph shall be construed as a guarantee that such quantity will reach the Navajo Reservation. Notwithstanding Subparagraph 3.1.112, Navajo Reservation, as used in this Subparagraph 4.6.1, shall not include lands taken into trust as part of the Navajo Reservation subsequent to the Effective Date.

4.6.2 The Navajo Nation shall have the right to Divert and Deplete up to 40,780 AFY of Surface Water from the LCR in the quantities and with the priorities described below:

HISTORIC PROJECT (Locations described in Exhibit 4.6.2)	ACREAGE (acres)	DIVERSION QUANTITY (AFY)	PRIORITY
Beaver Farms	99	495	Nov. 14, 1901
Bird Springs	1673	8365	Nov. 14, 1901
Black Falls	1460	7300	Jan. 8, 1900
Cameron Farms	154	770	Jan. 8, 1900
	20	100	May 7, 1917
	5	20	July 14, 1934
Grand Falls	191	955	Nov. 14, 1901

HISTORIC PROJECT (Locations described in Exhibit 4.6.2)	ACREAGE (acres)	DIVERSION QUANTITY (AFY)	PRIORITY
Leupp Farms	1900	9500	Nov. 14, 1901
North Leupp	69	345	Nov. 14, 1901
Sunrise Fields	407	2035	Nov. 14, 1901
	1019	5095	July 14, 1934
Tolchico	359	1795	Nov. 14, 1901
Scattered Fields	318	1590	Jan. 8, 1900
	370	1850	Nov. 14, 1901
	113	565	July 14, 1934

4.6.3 Neither the Navajo Nation, nor the United States acting as trustee for the Navajo Nation or Navajo Allottees, shall make calls or exercise rights of priority, in the LCR Adjudication or any other judicial or administrative proceeding, against upstream or downstream Off-Reservation Uses of Water in the LCR Watershed with priority dates earlier than the Effective Date to satisfy the Navajo Nation’s historic, existing, and future Uses.

4.6.4 In order to protect its right to the flows of the LCR that reach the Navajo Reservation, as set forth in Subparagraph 4.6.2, and except as provided in Paragraph 8.0, the Navajo Nation or the United States acting as trustee for the Navajo Nation or Navajo Allottees, and in consultation with the Navajo Nation, may make calls and exercise rights of priority against upstream or downstream Off-Reservation New Surface Water Uses in the LCR Watershed.

4.6.5 Neither the Navajo Nation, nor the United States acting as trustee for the Navajo Nation or Navajo Allottees, shall make calls or exercise rights of priority for instream flow Uses.

4.6.6 For Water described in Subparagraph 4.6.2, the Navajo Nation may forbear its senior priority to junior users Off-Reservation pursuant to State law.

4.7 NAVAJO NATION UPPER BASIN COLORADO RIVER WATER

4.7.1 The State expressly agrees to the allocation of Upper Basin Colorado River Water to the Navajo Nation as provided in this Subparagraph 4.7 and pursuant to section 6 of the Act.

4.7.2 The Navajo Nation shall have the right to 44,700 AFY of Upper Basin Colorado River Water.

4.7.3 The Navajo Nation shall have the right to Divert Navajo Nation Upper Basin Colorado River Water in Arizona, Utah, and New Mexico and to transport Navajo Nation Upper Basin Colorado River Water for Use only within the State.

4.7.4 The Navajo Nation shall have the right to Navajo Nation Upper Basin Colorado River Water for Use in the Upper Basin and the Lower Basin in the State.

4.7.5 The Navajo Nation shall have the right to store Navajo Nation Upper Basin Colorado River Water in the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir, in New Mexico, for Use in the State. Any storage of Navajo Nation Upper Basin Colorado River Water in the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir shall be credited against the State's Upper Basin apportionment in the year in which the Diversion for storage in the

Reservoir occurs. Such Water shall be accounted for and reported by the Secretary separately from any other Water stored in the Navajo Reservoir and the Frank Chee Willetto Sr. Reservoir.

4.7.6 The Navajo Nation may store Navajo Nation Upper Basin Colorado River Water at underground storage facilities or Groundwater savings facilities located: (a) within the Navajo Reservation in accordance with Navajo law, or State law if mutually agreed to by the Navajo Nation and the State; (b) on any other Indian reservation located in the State in accordance with applicable law; and (c) within the State and outside of any Indian reservation in accordance with State law. The Navajo Nation may assign any long-term storage credits accrued as a result of storage under this Subparagraph in accordance with applicable law. Any Water stored pursuant to tribal law may only be recovered on the Indian reservation where the Water was stored.

4.7.7 The Navajo Nation shall have the right to use the Colorado River and the San Juan River as a conveyance mechanism to convey Navajo Nation Upper Basin Colorado River Water from the Upper Basin to the Lower Basin for Use within the State.

4.7.8 With the approval of the Secretary, the Navajo Nation may lease or exchange any portion of Navajo Nation Upper Basin Colorado River Water for Use in the Upper Basin or Lower Basin in the State. Such leased or exchanged Navajo Nation Upper Basin Colorado River Water shall be deemed a federal resource held in trust for the benefit of the Navajo Nation to which the lessee or exchanging party shall acquire only a leasehold or limited interest for the term of the lease or exchange agreement. By leasing or exchanging such Water, the Navajo Nation shall not forfeit or abandon or lose to non-use its rights to Navajo Nation Upper Basin Colorado River Water. A lease or exchange agreement under this Subparagraph shall provide that the Water received from the Navajo Nation shall be used in accordance with applicable law. The non-use

of all or any portion of Navajo Nation Upper Basin Colorado River Water by a lessee or exchange party shall not result in the loss through non-use, forfeiture, or abandonment of any portion of the Navajo Nation Upper Basin Colorado River Water.

4.7.9 The Navajo Nation, or any Person who leases or exchanges Navajo Nation Upper Basin Colorado River Water, may transport such Water through the CAP System in accordance with all laws of the United States and the agreements between the United States and CAWCD governing the use of the CAP System to transport water other than CAP water.

4.8 NAVAJO NATION CIBOLA WATER

4.8.1 Pursuant to the assignment, transfer, and assumption of rights, interests, and obligations described in this Subparagraph 4.8.1, the Navajo Nation shall have the right to Divert and consumptively use: (a) 100 AFY of Cibola Water at the location and for the same Use as exists in the Hopi Tribe Existing Cibola Contract; or (b) 71.5 AFY of Cibola Water at locations and for uses other than as described in the Hopi Tribe Existing Cibola Contract. Effective as of the Enforceability Date:

4.8.1.1 The Hopi Tribe hereby assigns and transfers to the Navajo Nation all rights, interests, and obligations under the Hopi Tribe Existing Cibola Contract for a Diversion of up to 100 AFY of Cibola Water;

4.8.1.2 The Hopi Tribe hereby relinquishes all of the Hopi Tribe's rights, interests, and obligations under the Hopi Tribe Existing Cibola Contract for a Diversion of up to 100 AFY of Cibola Water; and

4.8.1.3 The Navajo Nation hereby assumes all of the Hopi Tribe's rights to, interests in, and obligations for 100 AFY of Cibola Water, which equates to: (a) a volume of 100 AFY when the Navajo Nation Diverts the Water at the same location and for the same Use as exists in the Hopi Tribe Existing Cibola Contract; or (b) 71.5 AFY of Navajo Nation Cibola Water, at locations and for uses other than as described in the Existing Hopi Tribe Cibola Contract.

4.8.1.4 The Hopi Tribe and the Navajo Nation shall further memorialize the assignment, transfer, and assumption described in this Subparagraph by executing and delivering such further documentation as may reasonably be required by Reclamation, including an assignment and transfer of a portion of the entitlement relating to the Hopi Tribe Existing Cibola Contract.

4.8.2 Pursuant to Subparagraph 4.8 and as authorized in section 6 of the Act, the State recommends the allocation to the Navajo Nation of 100 AFY of Cibola Water, which equates to a volume of: (a) 100 AFY when the Navajo Nation Diverts the Water at the same location and for the same Use as exists in the Hopi Tribe Existing Cibola Contract; or (b) 71.5 AFY of Navajo Nation Cibola Water at locations and for Uses other than as described in the Hopi Tribe Existing Cibola Contract.

4.8.3 The Navajo Nation shall have the right to Navajo Nation Cibola Water for Use in the Upper Basin and the Lower Basin in the State. The Navajo Nation shall have the right to Divert Navajo Nation Cibola Water in Arizona, Utah, and New Mexico, and to transport Navajo Nation Cibola Water for Use only within the State pursuant to the Navajo Nation Water Delivery Contracts to be included as exhibits to this Agreement pursuant to Subparagraph 14.1.1.2.

4.8.4 The Navajo Nation shall have the right to store Navajo Nation Cibola Water in the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico, for Use in the State. Any storage of Navajo Nation Cibola Water in the Navajo Reservoir or the Frank Chee Willetto, Sr. Reservoir shall be credited against the State's Lower Basin apportionment in the year in which the Diversion for storage in the Navajo Reservoir and Frank Chee Willetto, Sr. Reservoir occurs. Such Navajo Nation Cibola Water shall be accounted for and reported by the Secretary separately from any other water stored in the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir.

4.8.5 The Navajo Nation may store Navajo Nation Cibola Water at underground storage facilities or Groundwater savings facilities located: (a) within the Navajo Reservation in accordance with Navajo law, or State law if mutually agreed to by the Navajo Nation and the State; (b) on any other Indian reservation located in the State in accordance with applicable law; and (c) within the State and outside of any Indian reservation in accordance with State law. The Navajo Nation may assign any long-term storage credits accrued as a result of storage under this Subparagraph in accordance with applicable law. Any Water stored pursuant to tribal law may only be recovered on the Indian reservation where the Water was stored.

4.8.6 With approval of the Secretary, the Navajo Nation may lease or exchange any portion of Navajo Nation Cibola Water for Use in the Upper Basin and Lower Basin of the State, to which the lessee or exchange party shall acquire only a leasehold or limited interest for the term of the lease or exchange agreement. By leasing or exchanging Navajo Nation Cibola Water, the Navajo Nation shall not forfeit, abandon, or lose to non-use its rights to Navajo Nation Cibola Water. The non-use of all or any portion of Navajo Nation Cibola Water by a

lessee or exchange party shall not result in the loss through non-use, forfeiture, or abandonment of any portion of Navajo Nation Cibola Water. A lease or exchange agreement under this Subparagraph shall provide that Navajo Nation Cibola Water shall be used in accordance with applicable law.

4.8.7 The Navajo Nation, or any Person who leases or exchanges Navajo Nation Cibola Water, may transport such Water through the CAP System in accordance with all laws of the United States and the agreements between the United States and CAWCD governing the use of CAP System to transport water other than CAP water.

4.9 NAVAJO NATION FOURTH PRIORITY WATER

4.9.1 The State recommends the allocation of Fourth Priority Colorado River Water to the Navajo Nation as provided in this Subparagraph 4.9 and pursuant to section 6 of the Act.

4.9.2 The Navajo Nation shall have the right to Divert up to 3,500 AFY of Fourth Priority Water. The Navajo Nation shall have the right to Divert Navajo Nation Fourth Priority Water in Arizona, Utah, and New Mexico and to transport Navajo Nation Fourth Priority Water for Use only within the State.

4.9.3 The Navajo Nation shall have the right to Navajo Nation Fourth Priority Water for Use in the Upper Basin and the Lower Basin in the State.

4.9.4 The Navajo Nation shall have the right to store Navajo Nation Fourth Priority Water in the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico, for Use in the State. Any storage of Navajo Nation Fourth Priority Water shall be credited against the State's Lower Basin apportionment in the year in which the Diversion for storage in the Navajo

Reservoir or the Frank Chee Willetto, Sr. Reservoir occurs. Such Navajo Nation Fourth Priority Water shall be accounted for and reported by the Secretary separately from any other water stored in the Navajo Reservoir and Frank Chee Willetto, Sr. Reservoir.

4.9.5 The Navajo Nation may store Navajo Nation Fourth Priority Water at underground storage facilities or Groundwater savings facilities located: (a) within the Navajo Reservation in accordance with Navajo law, or State law if mutually agreed to by the Navajo Nation and the State; (b) on any other Indian reservation located in the State in accordance with applicable law; and (c) within the State and outside of any Indian reservation in accordance with State law. The Navajo Nation may assign any long-term storage credits accrued as a result of storage under this Subparagraph in accordance with applicable law. Any Water stored pursuant to tribal law may only be recovered on the Indian reservation where the Water was stored.

4.9.6 With approval of the Secretary, the Navajo Nation may lease or exchange any portion of Navajo Nation Fourth Priority Water for Use in the Upper Basin or Lower Basin in the State. Such leased or exchanged Navajo Nation Fourth Priority Water shall be deemed a federal resource held in trust for the benefit of the Navajo Nation to which the lessee or exchanging parties shall acquire only a leasehold or limited interest for the term of the lease or exchange agreement. By leasing or exchanging such Water, the Navajo Nation shall not forfeit or abandon or lose to non-use its rights to Navajo Nation Fourth Priority Water. A lease or exchange agreement under this Subparagraph shall provide that the Water received from the Navajo Nation shall be used in accordance with applicable law. The non-use of all or any portion of Navajo Nation Fourth Priority Water by a lessee or exchange party shall not result in the loss

through non-use, forfeiture, or abandonment of any portion of the Navajo Nation Fourth Priority Water.

4.9.7 The Navajo Nation, or any Person who leases or exchanges Navajo Nation Fourth Priority Water, may transport such Water through the CAP System in accordance with all laws of the United States and the agreements between the United States and CAWCD governing the use of the CAP System to transport water other than CAP water.

4.10 RIGHTS OF NAVAJO ALLOTTEES

4.10.1 The rights of Navajo Allottees, and the United States acting as trustee for Navajo Allottees, to use Water on Navajo Allotments located on the Navajo Reservation shall be satisfied solely from the Water Rights described in this Paragraph 4.0 and be subject to the terms thereof.

4.10.2 The provisions of section 7 of the Act of February 8, 1877, 24 Stat. 390, ch. 119; 25 U.S.C. § 381, shall apply to the Water Rights identified in Subparagraph 4.1.2.

4.10.3 The rights of Navajo Allottees shall be enforceable as follows:

4.10.3.1 Before asserting any claim against the United States under section 7 of the Act of February 8, 1887, 24 Stat. 390, ch. 199; 25 U.S.C. § 381, or any other applicable law, a Navajo Allottee shall exhaust remedies available under the Navajo Nation Water Code or other applicable Navajo law.

4.10.3.2 After the exhaustion of all remedies available under the Navajo Nation Water Code or other applicable Navajo law, a Navajo Allottee may seek relief under

section 7 of the Act of February 8, 1887, 24 Stat. 390, ch. 119; 25 USC § 381, or other applicable law.

4.10.3.3 The Secretary shall have authority to protect the rights of Navajo Allottees in accordance with this Subparagraph.

4.10.4 To the extent necessary, and subject to the approval of the Secretary, the Navajo Nation shall amend the Navajo Nation Water Code to provide:

4.10.4.1 that use of Water by Navajo Allottees shall be satisfied with Water from the Water Rights described in Subparagraph 4.1.4;

4.10.4.2 a process by which a Navajo Allottee may request that the Navajo Nation provide Water in accordance with this Agreement, including the provision of Water under any Navajo Allottee lease under section 4 of the Act of June 25, 1910, 36 Stat. 856, ch. 431; 25 U.S.C. § 403;

4.10.4.3 a due process system for the consideration and determination by the Navajo Nation of any request of a Navajo Allottee (or a successor in interests to a Navajo Allottee) for an allocation of Water on a Navajo Allotment, including a process for:

4.10.4.3.1 appeal and adjudication of any denied or disputed distribution of Water; and

4.10.4.3.2 resolution of any contested administrative decision.

4.10.4.4 a requirement that any Navajo Allottee asserting a claim relating to the enforcement of rights of the Navajo Allottee under the Navajo Nation Water Code,

including to the quantity of Water allocated to land of the Navajo Allottee, shall exhaust all remedies available to the Navajo Allottee under Navajo law before initiating an action against the United States or petitioning the Secretary pursuant to subparagraph 4.10.3.

4.10.5 During the period beginning on the Enactment Date and ending on the date on which a Navajo Nation Water Code is amended as described in Subparagraphs 4.10.3 and 4.10.4, the Secretary shall administer, with respect to the rights of the Navajo Allottees, the Water Rights identified in Subparagraph 4.1.3.

4.10.6 The Navajo Nation Water Code amendments described in Subparagraph 4.10.4 shall not be valid unless the provisions of the Navajo Nation Water Code required by Subparagraph 4.10.4 are approved by the Secretary.

4.10.7 Each subsequent amendment to the Navajo Nation Water Code that affects the rights of a Navajo Allottee shall also be approved by the Secretary.

4.10.8 The Secretary shall approve or disapprove the Navajo Nation Water Code amendments described in Subparagraphs 4.10.4 and 4.10.6 not later than 180 days after the date on which the amendments are submitted to the Secretary. This deadline may be extended by the Secretary after consultation with the Navajo Nation.

4.11 WATER RIGHTS AND USES OF WATER FOR LANDS OWNED IN FEE BY THE NAVAJO NATION AS OF THE EFFECTIVE DATE—LCR WATERSHED

4.11.1 As of the Effective Date, the Navajo Nation owns lands in fee that are located outside the exterior boundaries of the Navajo Reservation within the LCR Watershed, as set forth in Exhibit 4.11.1A. Subject to the terms of this Agreement, the Navajo Nation shall

continue to have all Water Rights and Uses of Water existing under State law as of the Effective Date that are appurtenant to or associated with such fee lands, as described in the Abstracts attached as Exhibits 4.11.1B and 4.11.1C. Such Water Rights and Uses of Water shall not be subject to objection, dispute, or challenge by the Parties in the LCR Adjudication or in any other judicial or administrative proceeding. After incorporation in the LCR Decree, such Water Rights and Uses shall be binding on all parties to the LCR Adjudication. Exhibits 4.11.1A, 4.11.1B, and 4.11.1C may be supplemented upon application to the LCR Adjudication Court before the Enforceability Date to correct errors and omissions.

4.11.2 In addition to the Water Rights and Uses of Water for the lands described in Subparagraph 4.11.1, after the Effective Date but before the Enforceability Date, the Navajo Nation may obtain new Water Rights and initiate new Uses of Water for such fee lands, including changing the manner or place of Use of Water Rights, as permitted by State law and this Agreement. The Navajo Nation shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands after the Effective Date but before the Enforceability Date. All such Abstracts must be completed on or before the Enforceability Date. The Navajo Nation shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

4.11.3 After the Enforceability Date, the Navajo Nation may obtain new Water Rights or initiate new Uses of Water for the lands described in Subparagraph 4.11.1, including changing manner or place of Use of Water Rights, as permitted by State law and this Agreement. The Navajo Nation shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands by the Navajo Nation after the Enforceability Date and shall promptly

move to supplement the LCR Decree to include the Abstracts for such additional or modified Water Rights and Uses of Water.

4.11.4 If the Abstracts described in Subparagraphs 4.11.1, 4.11.2, and 4.11.3 are agreed to by all of the Parties before being submitted to the LCR Adjudication Court for approval (which agreement shall not be unreasonably withheld, conditioned, or delayed), the Water Rights and Uses of Water described in such Abstracts shall not be subject to objection, dispute, or challenge by the Parties in the LCR Adjudication or any other judicial or administrative proceeding. If the Abstracts described in Subparagraphs 4.11.1, 4.11.2, and 4.11.3 are not agreed to by all of the Parties before their submission to the LCR Adjudication Court for approval, the Parties who are not in agreement may object to the incorporation of all or portions of such Abstracts in the LCR Decree. After the incorporation of the Abstracts described in Subparagraphs 4.11.1, 4.11.2, and 4.11.3 in the LCR Decree, such Abstracts shall be binding on all parties to the LCR Adjudication.

4.12 WATER RIGHTS AND USES OF WATER FOR LANDS ACQUIRED BY THE NAVAJO NATION IN FEE, OR TAKEN INTO TRUST BY THE UNITED STATES FOR THE BENEFIT OF THE NAVAJO NATION, AFTER THE EFFECTIVE DATE BUT BEFORE THE ENFORCEABILITY DATE—LCR WATERSHED

4.12.1 Lands within the LCR Watershed acquired by the Navajo Nation in fee, or taken into trust by the United States for the benefit of the Navajo Nation, after the Effective Date but before the Enforceability Date, shall be subject to any applicable limitations imposed by this Agreement and are entitled to any applicable benefits provided by this Agreement, including Water Rights and Uses of Water appurtenant to or associated with the lands that were held by the grantor or transferor of the lands and included in the transaction. The Navajo Nation shall

complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such fee lands acquired by the Navajo Nation, unless previously decreed by the LCR Adjudication Court. The United States shall complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such trust lands, unless previously decreed by the LCR Adjudication Court. All such Abstracts must be completed on or before the Enforceability Date. The Navajo Nation or the United States, whichever completed the Abstracts, shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional Water Rights and Uses of Water.

4.12.2 The Navajo Nation, or the United States acting as trustee for the Navajo Nation in consultation with and upon the agreement of the Navajo Nation, may obtain new Water Rights or initiate new Uses of Water for the lands described in Subparagraph 4.12.1, including changing the manner or place of Use of Water Rights, after the date of their acquisition but before the Enforceability Date as follows: (a) for lands acquired by the Navajo Nation in fee, as permitted by State law and this Agreement; and (b) for lands taken into trust by the United States for the benefit of the Navajo Nation, in accordance with applicable law and this Agreement. The Navajo Nation shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands. The United States shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such trust lands. All such Abstracts must be completed on or before the Enforceability Date. The Navajo Nation or the United States, whichever completed the Abstracts, shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

4.12.3 The Navajo Nation, or the United States acting as trustee for the Navajo Nation in consultation with and upon the agreement of the Navajo Nation, may obtain new Water Rights or initiate new Uses of Water, including changing the manner or place of Use of Water Rights, after the Enforceability Date for the lands described in Subparagraph 4.12.1 as follows: (a) for lands acquired by the Navajo Nation in fee, as permitted by State law and this Agreement; and (b) for lands taken into trust by the United States for the benefit of the Navajo Nation, in accordance with applicable law and this Agreement. The Navajo Nation shall promptly complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands. The United States shall promptly complete Abstracts for all Water Rights and Uses of Water for such trust lands. The Navajo Nation or the United States, whichever completed the Abstract, shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

4.12.4 If the Abstracts described in Subparagraphs 4.12.1, 4.12.2, and 4.12.3 are agreed to by all of the Parties before being submitted to the LCR Adjudication Court for approval (which agreement shall not be unreasonably withheld, conditioned, or delayed), the Water Rights and Uses of Water described in such Abstracts shall not be subject to objection, dispute, or challenge by the Parties in the LCR Adjudication or any other judicial or administrative proceeding. If the Abstracts described in Subparagraphs 4.12.1, 4.12.2, and 4.12.3 are not agreed to by all of the Parties before being submitted to the LCR Adjudication Court for approval, the Parties who are not in agreement may object to the incorporation of all or portions of such Abstracts in the LCR Decree. After the incorporation of the Abstracts described

in Subparagraphs 4.12.1, 4.12.2, and 4.12.3 in the LCR Decree, such Abstracts shall be binding on all parties to the LCR Adjudication.

4.13 WATER RIGHTS AND USES OF WATER FOR LANDS ACQUIRED BY THE NAVAJO NATION IN FEE, OR TAKEN INTO TRUST BY THE UNITED STATES FOR THE NAVAJO NATION, AFTER THE ENFORCEABILITY DATE—LCR WATERSHED

4.13.1 Lands within the LCR Watershed acquired by the Navajo Nation in fee, or taken into trust by the United States for the benefit of the Navajo Nation, after the Enforceability Date shall be subject to any applicable limitations imposed by this Agreement, and are entitled to any applicable benefits provided by this Agreement, including Water Rights and Uses of Water appurtenant to or associated with the lands that were held by the grantor or transferor of the lands and included in the transaction. The Navajo Nation shall complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such fee lands, unless previously decreed by the LCR Adjudication Court. The United States shall complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such trust lands, unless previously decreed by the LCR Adjudication Court. The Navajo Nation or the United States, whichever completed the Abstract, shall promptly move to supplement the LCR Decree to include the Abstracts for such additional Water Rights and Uses of Water.

4.13.2 The Navajo Nation, or the United States acting as trustee for the Navajo Nation in consultation with and upon the agreement of the Navajo Nation, may obtain new Water Rights or initiate new Uses of Water for the lands described in Subparagraph 4.13.1, including changing the manner or place of Use of Water Rights, after the Enforceability Date as follows:

(a) for lands acquired by the Navajo Nation in fee, as permitted by State law and this Agreement; and (b) for lands taken into trust by the United States for the benefit of the Navajo

Nation, in accordance with applicable law and this Agreement. The Navajo Nation shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands. The United States shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such trust lands. The Navajo Nation or the United States, whichever completed the Abstract, shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

4.13.3 If the Abstracts described in Subparagraphs 4.13.1 and 4.13.2 are agreed to by all of the Parties before being submitted by the Navajo Nation to the LCR Adjudication Court for approval (which agreement shall not be unreasonably withheld, conditioned, or delayed), the Water Rights and Uses of Water described in such Abstracts shall not be subject to objection, dispute, or challenge by the Parties in the LCR Adjudication or any other judicial or administrative proceeding. If the Abstracts described in Subparagraphs 4.13.1 and 4.13.2 are not agreed to by all of the Parties before being submitted to the LCR Adjudication Court for approval, the Parties who are not in agreement may object to the incorporation of all or portions of such Abstracts in the LCR Decree. After the incorporation of the Abstracts described in Subparagraphs 4.13.1 and 4.13.2 in the LCR Decree, such Abstracts shall be binding on all parties to the LCR Adjudication.

4.14 WATER RIGHTS AND USES OF WATER FOR LANDS OWNED IN FEE BY THE NAVAJO NATION AS OF THE EFFECTIVE DATE—VERDE RIVER SUBWATERSHED IN GILA RIVER ADJUDICATION

4.14.1 As of the Effective Date, the Navajo Nation owns lands in fee that are located outside the exterior boundaries of the Navajo Reservation within the Verde River subwatershed in the Gila River Adjudication, as set forth in Exhibit 4.14.1A. Subject to the terms of this

Agreement, the Navajo Nation shall continue to have all Water Rights and Uses of Water existing as of the Effective Date that are appurtenant to or associated with such fee lands, as described in the Abstracts attached as Exhibits 4.14.1B and 4.14.1C. Such Water Rights and Uses of Water shall not be subject to objection, dispute, or challenge by the Parties in the Gila River Adjudication or any other judicial or administrative proceeding. After incorporation in the Gila River Adjudication Decree, such Water Rights and Uses shall be binding on all parties to the Gila River Adjudication. Exhibits 4.14.1A, 4.14.1B, and 4.14.1C may be supplemented upon application to the Gila River Adjudication Court before the Enforceability Date to correct errors and omissions.

4.14.2 In addition to the Water Rights and Uses of Water for the lands described in Subparagraph 4.14.1, after the Effective Date but before the Enforceability Date, the Navajo Nation may obtain new Water Rights and initiate new Uses of Water for such fee lands, including changing the manner or place of Use, as permitted by State law and this Agreement. The Navajo Nation shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such lands after the Effective Date but before the Enforceability Date. All such Abstracts must be completed on or before the Enforceability Date. The Navajo Nation shall promptly move to supplement the Gila River Adjudication Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

4.14.3 After the Enforceability Date, the Navajo Nation may obtain new Water Rights or initiate new Uses of Water for the lands described in Subparagraph 4.14.1, including changing manner or place of Use of Water Rights, as permitted by State law and this Agreement. The Navajo Nation shall complete Abstracts for all Water Rights and Uses of Water obtained or

initiated for such fee lands by the Navajo Nation after the Enforceability Date and shall promptly move to supplement the Gila River Adjudication Decree to include the Abstracts for such additional or modified Water Rights and Uses of Water.

4.14.4 If the Abstracts described in Subparagraphs 4.14.1, 4.14.2, and 4.14.3 are agreed to by all of the Parties before being submitted to the Gila River Adjudication Court for approval (which agreement shall not be unreasonably withheld, conditioned, or delayed), the Water Rights and Uses of Water described in such Abstracts shall not be subject to objection, dispute, or challenge by the Parties in the Gila River Adjudication or any other judicial or administrative proceeding. If the Abstracts described in Subparagraphs 4.14.1, 4.14.2, and 4.14.3 are not agreed to by all of the Parties before their submission to the Gila River Adjudication Court for approval, the Parties who are not in agreement may object to the incorporation of all or portions of such Abstracts in the Gila River Adjudication Decree. After the incorporation of the Abstracts described in Subparagraphs 4.14.1, 4.14.2, and 4.14.3 in the Gila River Adjudication Decree, such Abstracts shall be binding on all parties to the Gila River Adjudication.

4.15 WATER RIGHTS AND USES OF WATER FOR LANDS ACQUIRED BY THE NAVAJO NATION IN FEE, OR TAKEN INTO TRUST FOR THE BENEFIT OF THE NAVAJO NATION, AFTER THE EFFECTIVE DATE BUT BEFORE THE ENFORCEABILITY DATE—VERDE RIVER SUBWATERSHED IN GILA RIVER ADJUDICATION

4.15.1 Lands within the Verde River subwatershed in the Gila River Adjudication acquired by the Navajo Nation in fee, or taken into trust by the United States for the benefit of the Navajo Nation, after the Effective Date but before the Enforceability Date, shall be subject to any applicable limitations imposed by this Agreement and are entitled to any applicable benefits provided by this Agreement, including Water Rights and Uses of Water appurtenant to or

associated with the lands that were held by the grantor or transferor of the lands and included in the transaction. The Navajo Nation shall complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such fee lands acquired by the Navajo Nation, unless previously decreed by the Gila River Adjudication Court. The United States shall complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such trust lands, unless previously decreed by the Gila River Adjudication Court. All such Abstracts must be completed on or before the Enforceability Date. The Navajo Nation or the United States, whichever completed the Abstracts, shall promptly move to supplement the Gila River Adjudication Decree to include the Abstracts for any such additional Water Rights and Uses of Water.

4.15.2 The Navajo Nation, or the United States acting as trustee for the Navajo Nation, and in consultation with and upon the agreement of the Navajo Nation, may obtain new Water Rights or initiate new Uses of Water described in Subparagraph 4.15.1, including changing the manner or place of Use of Water Rights, after the date of their acquisition but before the Enforceability Date as follows: (a) for lands acquired by the Navajo Nation in fee, as permitted by State law and this Agreement; and (b) for lands taken into trust by the United States for the benefit of the Navajo Nation, in accordance with applicable law and this Agreement. The Navajo Nation shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands. The United States shall complete Abstracts for all such Water Rights and Uses of Water for such trust lands. All such Abstracts must be completed on or before the Enforceability Date. The Navajo Nation or the United States, whichever completed the Abstract,

shall promptly move to supplement the Gila River Adjudication Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

4.15.3 The Navajo Nation, or the United States acting as trustee for the Navajo Nation, and in consultation with and upon the agreement of the Navajo Nation, may obtain new Water Rights or initiate new Uses of Water, including changing the manner or place of Use of Water Rights, after the Enforceability Date for the lands described in Subparagraph 4.15.1 as follows: (a) for lands acquired by the Navajo Nation in fee, as permitted by State law and this Agreement; and (b) for lands taken into trust by the United States for the benefit of the Navajo Nation, in accordance with applicable law and this Agreement. The Navajo Nation shall promptly complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands. The United States shall promptly complete Abstracts for all Water Rights and Uses of Water for such trust lands. The Navajo Nation or the United States, whichever completed the Abstracts, shall promptly move to supplement the Gila River Adjudication Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

4.15.4 If the Abstracts described in Subparagraphs 4.15.1, 4.15.2, and 4.15.3 are agreed to by all of the Parties before being submitted to the Gila River Adjudication Court for approval (which agreement shall not be unreasonably withheld, conditioned, or delayed), the Water Rights and Uses of Water described in such Abstracts shall not be subject to objection, dispute, or challenge by the Parties in the Gila River Adjudication or any other judicial or administrative proceeding. If the Abstracts described in Subparagraphs 4.15.1, 4.15.2, and 4.15.3 are not agreed to by all the Parties before being submitted to the Gila River Adjudication Court for approval, the Parties who are not in agreement may object to the incorporation of all or

portions of such Abstracts in the Gila River Adjudication Decree. After the incorporation of the Abstracts described in Subparagraphs 4.15.1, 4.15.2, and 4.15.3 in the Gila River Adjudication Decree, such Abstracts shall be binding on all parties to the Gila River Adjudication.

4.16 WATER RIGHTS AND USES OF WATER FOR LANDS ACQUIRED BY THE NAVAJO NATION IN FEE, OR TAKEN INTO TRUST BY THE UNITED STATES FOR THE NAVAJO NATION, AFTER THE ENFORCEABILITY DATE—VERDE RIVER SUBWATERSHED IN GILA RIVER ADJUDICATION

4.16.1 Lands within the Verde River subwatershed in the Gila River Adjudication acquired by the Navajo Nation in fee, or taken into trust by the United States for the benefit of the Navajo Nation, after the Enforceability Date shall be subject to any applicable limitations imposed by this Agreement, are entitled to any applicable benefits provided by this Agreement, including Water Rights and Uses of Water appurtenant to or associated with the lands that were held by the grantor or transferor of the lands and included in the transaction. The Navajo Nation shall complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such fee lands, unless previously decreed by the Gila River Adjudication Decree. The United States shall complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such trust lands, unless previously decreed in the Gila River Adjudication Decree. The Navajo Nation or the United States, whichever completed the Abstracts, shall promptly move to supplement the Gila River Adjudication Decree to include the Abstracts for such additional Water Rights and Uses of Water.

4.16.2 The Navajo Nation, or the United States acting as trustee for the Navajo Nation, and in consultation with and upon the agreement of the Navajo Nation, may obtain new Water Rights or initiate new Uses of Water for the lands described in Subparagraph 4.16.1, including

changing the manner or place of Use of Water Rights, after the Enforceability Date as follows:

(a) for lands acquired by the Navajo Nation in fee, as permitted by State law and this Agreement; and (b) for lands taken into trust by the United States for the benefit of the Navajo Nation, in accordance with applicable law and this Agreement. The Navajo Nation shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands. The United States shall complete Abstracts for all Water Rights and Uses of Water obtained for such trust lands. The Navajo Nation or the United States, whichever completed the Abstracts, shall promptly move to supplement the Gila River Adjudication Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

4.16.3 If the Abstracts described in Subparagraphs 4.16.1 and 4.16.2 are agreed to by all of the Parties before being submitted by the Navajo Nation to the Gila River Adjudication Court before being submitted for approval (which agreement shall not be unreasonably withheld, conditioned, or delayed), the Water Rights and Uses of Water described in such Abstracts shall not be subject to objection, dispute, or challenge by the Parties in the Gila River Adjudication or any other judicial or administrative proceeding. If the Abstracts described in Subparagraphs 4.16.1 and 4.16.2 are not agreed to by all the Parties before being submitted to the Gila River Adjudication Court for approval, the Parties who are not in agreement may object to the incorporation of all or portions of such Abstracts in the Gila River Adjudication Decree. After the incorporation of the Abstracts described in Subparagraphs 4.16.1 and 4.16.2 in the Gila River Adjudication Decree, such Abstracts shall be binding on all parties to the Gila River Adjudication.

4.17 AGREEMENT NOT TO OBJECT, DISPUTE, OR CHALLENGE

Except as provided in Paragraph 7.0, the Parties shall not object to, dispute, or challenge the withdrawal or Use of Underground Water from any Well located on the Navajo Reservation, or the drilling or replacement of any Well for the withdrawal and Use of Underground Water on the Navajo Reservation, in the LCR Adjudication or any other judicial or administrative proceeding.

4.18 PLACE OF USE FOR WATER RIGHTS AND USES OF WATER SUBJECT TO SETTLEMENT AGREEMENT

4.18.1 The rights of the Navajo Nation, or the United States acting as trustee for the Navajo Nation, to the Water described in Subparagraphs 4.2, 4.4, 4.5, and 4.6 may be used anywhere on the Navajo Reservation, but may not be sold, leased, transferred, or in any way used off of the Navajo Reservation or off of Off-Reservation land held in trust by the United States for the benefit of the Navajo Nation.

4.18.2 Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water may be used on the Navajo Reservation, or off of the Navajo Reservation within the State, but may not be used, leased, exchanged, forborne, or otherwise transferred in any way by the Navajo Nation or the United States acting as trustee for the Navajo Nation, for Use directly or indirectly outside of the State, except for storage as provided in Subparagraphs 4.7.5, 4.8.4, and 4.9.4.

4.18.3 Water Use on Off-Reservation lands taken into trust by the United States for the benefit of the Navajo Nation shall be governed by Subparagraphs 4.12, 4.13, 4.15, and 4.16. The Water referred to in the preceding sentence may be used only on lands held in trust by the United States for the benefit of the Navajo Nation.

4.18.4 Water Use on lands owned in fee by the Navajo Nation shall be governed by Subparagraphs 4.11, 4.12, 4.13, 4.14, 4.15, and 4.16.

4.18.5 The rights of a Navajo Allottee, or the United States acting as trustee for a Navajo Allottee, to use Water described in Subparagraph 4.10.1 on a Navajo Allotment may not be sold, leased, transferred, or in any way used off of the Navajo Allotment, except for Use on the Navajo Reservation pursuant to the Nation Water Code.

4.18.6 Notwithstanding Subparagraphs 4.18.1, 4.18.3, and 7.2, the Navajo Nation may provide water for Municipal Use off of the Navajo Reservation from facilities that are physically connected to facilities on the Navajo Reservation.

4.19 REPORTING

Beginning on March 1 of the first Year following the Year in which the Enforceability Date occurs, and on March 1 of each Year thereafter, the Navajo Nation shall submit a report to ADWR showing: (a) the annual Diversion amount, point of Diversion, and places of Use of Navajo Nation Upper Basin Colorado River Water; (b) the annual Diversion amount, point of Diversion, and places of Use of Navajo Nation Cibola Water; (c) the annual Diversion amount, point of Diversion, and places of Use of Navajo Nation Fourth Priority Water; (d) the location and annual amount of any Off-Reservation storage of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water; (e) the amount of an Off-Reservation exchange involving Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water; and (f) the location and annual amount of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water leased Off-Reservation. In order to accurately measure the flow of Water Diverted in the Upper Basin for Use by the Navajo Nation in the State, the Navajo Nation shall install suitable measuring devices at or near each point of Diversion of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water from the Colorado River's mainstem in the Upper Basin and the San Juan River in the Upper Basin. The Navajo Nation shall notify ADWR in writing of any annual reporting conflicts between Reclamation, the Navajo Nation, or the Upper Colorado River Commission prior to the completion of Reclamation's annual "Colorado River Accounting and Water Use Report for the Lower Basin."

5.0 WATER RIGHTS OF THE HOPI TRIBE AND HOPI ALLOTTEES

The Hopi Tribe, and the United States acting as trustee for the Hopi Tribe, shall have the rights to use Water described in Subparagraphs 5.1 through 5.8, and 5.10 through 5.15 below. The Hopi Allottees, and the United States acting as trustee for Hopi Allottees, shall have the rights to use Water described in Subparagraphs 5.9 and 5.15 below.

5.1 GENERALLY APPLICABLE PROVISIONS

5.1.1 The Water Rights of the Hopi Tribe described in this Paragraph 5.0 may be used for any purpose consistent with this Agreement and the LCR Decree.

5.1.2 The United States shall enter into contracts with the Hopi Tribe, as necessary, for delivery of any of the Water Rights of the Hopi Tribe described in this Paragraph 5.0.

5.1.3. The Hopi Tribe shall provide ADWR with a copy of any proposed contract for the Off-Reservation lease, exchange or storage of Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water at least sixty (60) days prior to execution to allow ADWR to determine whether the contract complies with the terms of this Agreement and the Act. The proposed contract may have financial information redacted.

5.1.4 Water Rights Held in Trust. Except for Effluent, Hopi Tribe Cibola Water, Water Rights pertaining exclusively to Hopi Fee Land, and Water Rights of Hopi Allottees, all Water Rights described in this Paragraph 5.0 shall be held in trust by the United States for the benefit of the Hopi Tribe. Water Rights held in trust by the United States for the benefit of the Hopi Tribe shall not be subject to loss through non-use, forfeiture, or abandonment.

5.1.5 The Hopi Tribe shall have the right to store in a Reservoir on the Hopi Reservation any Water supply that it has a right to use, in accordance with applicable tribal and federal laws and subject to this Agreement.

5.2 UNDERGROUND WATER

The Hopi Tribe, and the United States acting as trustee for the Hopi Tribe, shall have the right to all Underground Water on the Hopi Reservation, subject to the provisions on the Use of the N-Aquifer described in Subparagraph 7.2.

5.3 EFFLUENT

5.3.1 The Hopi Tribe shall have the right to Effluent developed on the Hopi Reservation, which may be used for such purposes as the Hopi Tribe may determine.

5.3.2 Effluent developed by the Hopi Tribe on lands held in trust by the United States for the benefit of the Hopi Tribe may be used on the Hopi Reservation or on lands held in trust by the United States for the benefit of the Hopi Tribe for such purposes as the Hopi Tribe may determine, subject to applicable law.

5.3.3 Effluent developed by the Hopi Tribe on land owned in fee by the Hopi Tribe may be used by the Hopi Tribe for such purposes as the Hopi Tribe may determine subject to State law.

5.4 SURFACE WATER

Subject to the provisions of Subparagraph 7.1, the Hopi Tribe, and the United States acting as trustee for the Hopi Tribe, shall have the right to Divert and Deplete all Surface Water that reaches or flows within the Hopi Reservation.

5.5 SPRINGS

The Hopi Tribe, and the United States acting as trustee for the Hopi Tribe, shall have the right to all springs on the Hopi Reservation, subject to the provisions in Paragraph 7.0 and Subparagraph 5.9.

5.6 [Intentionally Omitted]

5.7 HOPI TRIBE UPPER BASIN COLORADO RIVER WATER

5.7.1 The State expressly agrees to the allocation of Upper Basin Colorado River Water to the Hopi Tribe as provided in this Subparagraph 5.7 and pursuant to section 6 of the Act.

5.7.2 The Hopi Tribe shall have the right to 2,300 AFY of Upper Basin Colorado River Water. The Hopi Tribe shall have the right to Divert Hopi Tribe Upper Basin Colorado River Water in Arizona only, and to transport Hopi Tribe Upper Basin Colorado River Water for Use only within the State.

5.7.3 The Hopi Tribe shall have the right to Hopi Tribe Upper Basin Colorado River Water for Use in the Upper Basin and the Lower Basin in the State.

5.7.4 The Hopi Tribe may store Hopi Tribe Upper Basin Colorado River Water at underground storage facilities or Groundwater savings facilities located: (a) within the Hopi Reservation in accordance with Hopi law, or State law if mutually agreed to by the Hopi Tribe

and the State; (b) on any other Indian reservation located in the State in accordance with applicable law; and (c) within the State and outside of any Indian reservation in accordance with State law. The Hopi Tribe may assign any long-term storage credits accrued as a result of storage under this Subparagraph in accordance with applicable law. Any Water stored pursuant to tribal law may only be recovered on the Indian reservation where the Water was stored.

5.7.5 The Hopi Tribe shall have the right to use the Colorado River as a conveyance mechanism to convey Hopi Tribe Upper Basin Colorado River Water from the Upper Basin to the Lower Basin for Use within the State.

5.7.6 With the approval of the Secretary, the Hopi Tribe may lease or exchange any portion of Hopi Tribe Upper Basin Colorado River Water for Use in the Upper Basin or Lower Basin in the State. Such leased or exchanged Hopi Tribe Upper Basin Colorado River Water shall be deemed a federal resource held in trust for the benefit of the Hopi Tribe to which the lessee or exchanging party shall acquire only a leasehold or limited interest for the term of the lease or exchange agreement. By leasing or exchanging such Water, the Hopi Tribe shall not forfeit or abandon or lose to non-use its rights to Hopi Tribe Upper Basin Colorado River Water. A lease or exchange agreement under this Subparagraph shall provide that the Water received from the Hopi Tribe shall be used in accordance with applicable law. The non-use of all or any portion of the Hopi Tribe Upper Basin Colorado River Water by a lessee or exchange party shall not result in the loss through non-use, forfeiture or abandonment of any portion of the Hopi Tribe Upper Basin Colorado River Water.

5.7.7 The Hopi Tribe, or any Person who leases or exchanges Hopi Tribe Upper Basin Colorado River Water may transport such Hopi Tribe Upper Basin Colorado River Water through the CAP System in accordance with all laws of the United States and the agreements between the United States and CAWCD governing the use of the CAP System to transport water other than CAP water.

5.8 HOPI TRIBE CIBOLA WATER

5.8.1 The State recommends the allocation of Hopi Tribe Cibola Water to the Hopi Tribe as provided in this Subparagraph 5.8 and as authorized in section 6 of the Act.

5.8.2 Subject to Subparagraph 5.8.3, the Hopi Tribe shall have the right to 4,178 AFY of Fourth Priority Water, 750 AFY of Fifth Priority Water, and 1,000 AFY of Sixth Priority Water. The Hopi Tribe shall have the right to Divert Hopi Tribe Cibola Water in Arizona only, and to transport Hopi Tribe Cibola Water for Use only within the State pursuant to the Hopi Tribe Settlement Cibola Contract.

5.8.3 Any use of Hopi Tribe Cibola Water on land not described in the Hopi Tribe Existing Cibola Contract, or for a use not described in the Hopi Tribe Existing Cibola Contract, shall be subject to a consumptive use calculation by the Secretary utilizing consumptive use methodologies employed by the Secretary for calculating consumptive use of Colorado River Water at land described in the Hopi Tribe Existing Cibola Contract and other comparable locations on the mainstem in the Lower Basin. Such consumptive use volume shall be established by the Secretary at the time of a change in place of use or change in purpose of use of Hopi Tribe Cibola Water. Such consumptive use volume as established by the Secretary shall

remain in effect for as long as such change in place of use or change in purpose of use of Hopi Tribe Cibola Water continues. Notwithstanding (a) any prior use of Hopi Tribe Cibola Water on land not described in the Hopi Tribe Existing Cibola Contract, (b) any prior use not described in the Hopi Tribe Existing Cibola Contract, (c) any prior consumptive use calculation by the Secretary, or (d) any history of consumptive use on land not described in the Hopi Tribe Existing Cibola Contract, or for a use not described in the Hopi Tribe Existing Cibola Contract, the Hopi Tribe shall have the right to Divert and consumptively use up to 4,178 AFY of Fourth Priority Water, 750 AFY of Fifth Priority Water, and 1,000 AFY of Sixth Priority Water on land described in the Hopi Tribe Existing Cibola Contract for the use described in the Hopi Tribe Existing Cibola Contract.

5.8.4 The Hopi Tribe may store Hopi Tribe Cibola Water at underground storage facilities or Groundwater savings facilities located: (a) within the Hopi Reservation in accordance with Hopi law, or State law if mutually agreed to by the Hopi Tribe and the State; (b) on any other Indian reservation located in the State in accordance with applicable law; and (c) within the State and outside of any Indian reservation in accordance with State law. The Hopi Tribe may assign any long-term storage credits accrued as a result of storage under this Subparagraph in accordance with applicable law. Any such Hopi Tribe Cibola Water stored pursuant to tribal law may only be recovered on the Indian reservation where such Hopi Tribe Cibola Water was stored.

5.8.5 With approval of the Secretary, the Hopi Tribe may lease or exchange any portion of Hopi Tribe Cibola Water for Use in the State, to which the lessee or exchange party shall acquire only a leasehold or limited interest for the term of the lease or exchange

agreement. By leasing or exchanging Hopi Tribe Cibola Water, the Hopi Tribe shall not forfeit, abandon, or lose to non-use its rights to Hopi Tribe Cibola Water. The non-use of all or any portion of the Hopi Tribe Cibola Water by a lessee or exchange party shall not result in the loss through non-use, forfeiture, or abandonment of any portion of the Hopi Tribe Cibola Water. A lease or exchange agreement under this Subparagraph shall provide that such Hopi Tribe Cibola Water shall be used in accordance with applicable law.

5.8.6 The Hopi Tribe, or any Person who leases or exchanges Hopi Tribe Cibola Water, may transport such Hopi Tribe Cibola Water through the CAP System in accordance with all laws of the United States and the agreements between the United States and CAWCD governing the use of the CAP System to transport water other than CAP water.

5.9 HOPI ALLOTTEES

Subject to the terms of this Agreement, a Hopi Allottee, and the United States acting as trustee for a Hopi Allottee, shall have all Water Rights and uses of Water that are described in the Abstracts attached as Exhibit 5.9. Such rights and uses shall not be subject to objection, dispute, or challenge by the Parties, in the LCR Adjudication or in any other judicial or administrative proceeding, and, after incorporation in the LCR Decree, shall be binding on all parties to the LCR Adjudication. All Water Rights for each Hopi Allotment shall be held in trust by the United States for the benefit of Hopi Allottees for such Hopi Allotment, and shall not be subject to loss through non-use, forfeiture, or abandonment. The Hopi Tribe Water Code shall provide Hopi Allottees a process to enforce the Water Rights abstracted in Exhibit 5.9 against the Hopi Tribe.

5.10 WATER RIGHTS AND USES OF WATER FOR LANDS OWNED IN FEE BY THE HOPI TRIBE, OR HELD IN TRUST BY THE UNITED STATES FOR THE BENEFIT OF THE HOPI TRIBE, AS OF THE EFFECTIVE DATE—LCR WATERSHED

5.10.1 As of the Effective Date: (1) the Hopi Tribe owns lands in fee that are located outside the exterior boundaries of the Hopi Reservation within the LCR Watershed, including the 26 Bar Ranch, DoBell Ranch, Aja Ranch fee lands, Homolovi fee lands, Hart Ranch fee lands, and Clear Creek Ranch fee lands as set forth in Exhibits 5.10.1A, 5.10.1B, 5.10.1C, 5.10.1D, 5.10.1E, and 5.10.1F; and (2) the United States holds lands in trust for the benefit of the Hopi Tribe that are located outside the exterior boundaries of the Hopi Reservation within the LCR watershed, including the Hart Ranch, Twin Arrows trust land, Drye Ranch, Aja Ranch trust lands, Clear Creek Ranch trust lands, and the Hopi Industrial Park as set forth in Exhibits 5.10.1G, 5.10.1H, 5.10.1I, 5.10.1J, 5.10.1K, and 5.10.1L. Subject to the terms of this Agreement, the Hopi Tribe shall continue to have all Water Rights and Uses of Water existing under State law as of the Effective Date that are appurtenant to or associated with such fee lands, as described in the Abstracts attached as Exhibits 5.10.1AA, 5.10.1BB, 5.10.1CC, 5.10.1DD, 5.10.1EE, and 5.10.1FF. Subject to the terms of this Agreement, the Hopi Tribe, and the United States acting as trustee for the Hopi Tribe, shall continue to have all Water Rights and Uses of Water existing as of the Effective Date that are described in the Abstracts attached as Exhibits 5.10.1GG 5.10.1HH, 5.10.1II, 5.10.1JJ, 5.10.1KK, and 5.10.1LL. Such Water Rights and Uses of Water shall not be subject to objection, dispute, or challenge by the Parties, in the LCR Adjudication or any other judicial or administrative proceeding. After incorporation in the LCR Decree, such Water Rights and Uses shall be binding on all parties to the LCR Adjudication. Exhibits 5.10.1A – 5.10.1L and

Exhibits 5.10.1AA – 5.10.1LL may be supplemented upon application to the LCR Adjudication Court before the Enforceability Date, to correct errors and omissions.

5.10.2 In addition to the Water Rights and Uses of Water for the lands described in Subparagraph 5.10.1, after the Effective Date but before the Enforceability Date, the Hopi Tribe, or the United States acting as trustee for the Hopi Tribe in consultation with and upon the agreement of the Hopi Tribe, may obtain new Water Rights or initiate new Uses of Water for such lands, including changing the manner or place of Use of Water Rights:

(a) for so long as the lands are held in fee status, as permitted by State law and this Agreement;

(b) for lands that are held in trust as of the Effective Date, other than the Hopi Industrial Park, in accordance with Public Law No. 104-301, 110 Stat. 3649, and this Agreement; and

(c) for Hopi Industrial Park, in accordance with applicable law and this Agreement.

The Hopi Tribe shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated after the Effective Date but before the Enforceability Date for such fee lands. The United States shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated after the Effective Date but before the Enforceability Date for such trust lands. All such Abstracts must be completed on or before the Enforceability Date. The Hopi Tribe or the United States, whichever prepared the Abstract, shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

5.10.3 After the Enforceability Date, the Hopi Tribe, or the United States acting as trustee for the Hopi Tribe in consultation with and upon the agreement of the Hopi Tribe, may obtain new Water Rights or initiate new Uses of Water for the lands described in Subparagraph 5.10.1, including changing the manner or place of Use of Water Rights:

(a) for so long as such lands are in fee status, as permitted by State law, and this Agreement;

(b) for lands that are held in trust as of the Effective Date, other than the Hopi Industrial Park, in accordance with Public Law No. 104-301, 110 Stat. 3649, and this Agreement; and

(c) for Hopi Industrial Park, in accordance with applicable law and this Agreement.

The Hopi Tribe shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated after the Enforceability Date for such fee lands. The United States shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated after the Enforceability Date for such trust lands. The Hopi Tribe or the United States, whichever prepared the Abstract, shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

5.10.4 If the Abstracts described in Subparagraphs 5.10.1, 5.10.2 and 5.10.3 are agreed to by all of the Parties before being submitted to the LCR Adjudication Court for approval (which agreement shall not be unreasonably withheld, conditioned, or delayed), the Water Rights and Uses of Water described in such Abstracts shall not be subject to objection, dispute, or

challenge by the Parties in the LCR Adjudication or any other judicial or administrative proceeding. If the Abstracts described in Subparagraphs 5.10.1, 5.10.2, and 5.10.3 are not agreed to by all of the Parties before their submission to the LCR Adjudication Court for approval, the Parties who are not in agreement may object to the incorporation of all or portions of such Abstracts in the LCR Decree. After the incorporation of the Abstracts described in Subparagraphs 5.10.1, 5.10.2, and 5.10.3 in the LCR Decree, such Abstracts shall be binding on all parties to the LCR Adjudication.

5.11 WATER RIGHTS AND USES OF WATER FOR LANDS ACQUIRED BY THE HOPI TRIBE IN FEE, OR TAKEN INTO TRUST BY THE UNITED STATES FOR THE BENEFIT OF THE HOPI TRIBE, AFTER THE EFFECTIVE DATE BUT BEFORE THE ENFORCEABILITY DATE—LCR WATERSHED

5.11.1 Lands within the LCR Watershed acquired by the Hopi Tribe in fee, or taken into trust by the United States for the benefit of the Hopi Tribe pursuant to Public Law No. 104-301, 110 Stat. 3649, or taken into trust by the United States for the benefit of the Hopi Tribe other than pursuant to Public Law No. 104-301, 110 Stat. 3649, after the Effective Date but before the Enforceability Date shall be subject to any applicable limitations imposed by this Agreement and are entitled to any applicable benefits provided by this Agreement, including Water Rights and Uses of Water appurtenant to or associated with the lands that were held by the grantor or transferor of the lands and included in the transaction. The Hopi Tribe shall complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such fee lands acquired by the Hopi Tribe, unless previously decreed by the LCR Adjudication Court. The United States shall complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such trust lands, unless previously decreed by the LCR Adjudication Court. All such Abstracts must be completed on or before the Enforceability Date. The Hopi Tribe and the

United States, whichever completed the Abstract, shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional Water Rights and Uses of Water.

5.11.2 The Hopi Tribe, or the United States acting as trustee for the Hopi Tribe in consultation with and upon the agreement of the Hopi Tribe, may obtain new Water Rights and initiate new Uses of Water for the lands described in Subparagraph 5.11.1, including changing the manner or place of Use of Water Rights, after the date of their acquisition but before the Enforceability Date as follows: (a) for lands acquired by the Hopi Tribe in fee, as permitted by State law and this Agreement; (b) for lands taken into trust pursuant to Public Law No. 104-301, 110 Stat. 3649, in accordance with this Agreement and Public Law No. 104-301, 110 Stat. 3649; and (c) for lands taken into trust by the United States for the benefit of the Hopi Tribe other than pursuant to Public Law No. 104-301, 110 Stat. 3649, in accordance with applicable law and this Agreement. The Hopi Tribe shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands. The United States shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such trust lands. All such Abstracts must be completed on or before the Enforceability Date. The Hopi Tribe or the United States, whichever completed the Abstract, shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

5.11.3 The Hopi Tribe, or the United States acting as trustee for the Hopi Tribe in consultation with and upon the agreement of the Hopi Tribe, may obtain new Water Rights or initiate new Uses of Water, including changing the manner or place of Use of Water Rights, after the Enforceability Date for the lands described in Subparagraph 5.11.1 as follows: (a) for lands acquired by the Hopi Tribe in fee, as permitted by State law and this Agreement; (b) for lands

taken into trust pursuant to Public Law No. 104-301, 110 Stat. 3649, in accordance with this Agreement and Public Law No. 104-301, 110 Stat. 3649; and (c) for lands taken into trust by the United States for the benefit of the Hopi Tribe other than pursuant to Public Law No. 104-301, 110 Stat. 3649, in accordance with applicable law and this Agreement. The Hopi Tribe shall promptly complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands. The United States shall promptly complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such trust lands. The Hopi Tribe or the United States, whichever completed the Abstract, shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

5.11.4 If the Abstracts described in Subparagraphs 5.11.1, 5.11.2 and 5.11.3 are agreed to by all of the Parties before being submitted to the LCR Adjudication Court for approval (which agreement shall not be unreasonably withheld, conditioned, or delayed), the Water Rights and Uses of Water described in such Abstracts shall not be subject to objection, dispute, or challenge by the Parties in the LCR Adjudication or any other judicial or administrative proceeding. If the Abstracts described in Subparagraphs 5.11.1, 5.11.2 and 5.11.3 are not agreed to by all of the Parties before being submitted to the LCR Adjudication Court for approval, the Parties who are not in agreement may object to the incorporation of all or portions of such Abstracts in the LCR Decree. After the incorporation of the Abstracts described in Subparagraphs 5.11.1, 5.11.2, and 5.11.3 in the LCR Decree, such Abstracts shall be binding on all parties to the LCR Adjudication.

5.12 WATER RIGHTS AND USES OF WATER FOR LANDS ACQUIRED BY THE HOPI TRIBE IN FEE, OR TAKEN INTO TRUST BY THE UNITED STATES FOR THE BENEFIT OF THE HOPI TRIBE, AFTER THE ENFORCEABILITY DATE—LCR WATERSHED

5.12.1 Lands within the LCR Watershed acquired by the Hopi Tribe in fee, or taken into trust by the United States for the benefit of the Hopi Tribe pursuant to Public Law No. 104-301, 110 Stat. 3649, or taken into trust by the United States for the benefit of the Hopi Tribe other than pursuant to Public Law No. 104-301, 110 Stat. 3649, after the Enforceability Date shall be subject to any applicable limitations imposed by this Agreement, and are entitled to any applicable benefits provided by this Agreement, including Water Rights and Uses of Water appurtenant to or associated with the lands that were held by the grantor or transferor of the lands and included in the transaction. The Hopi Tribe shall complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such fee lands, unless previously decreed by the LCR Adjudication Court. The United States shall complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such trust lands, unless previously decreed by the LCR Adjudication Court. The Hopi Tribe or the United States, whichever completed the Abstract, shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional Water Rights and Uses of Water.

5.12.2 The Hopi Tribe, or the United States acting as trustee for the Hopi Tribe in consultation with and upon the agreement of the Hopi Tribe, may obtain new Water Rights or initiate new Uses of Water for the lands described in Subparagraph 5.12.1, including changing the manner or place of Use of Water Rights, after the Enforceability Date, as follows: (a) for lands acquired by the Hopi Tribe in fee, as permitted by State law and this Agreement; (b) for lands taken into trust pursuant to Public Law No. 104-301, 110 Stat. 3649, in accordance with this Agreement and Public Law No. 104-301, 110 Stat. 3649; and (c) for lands taken into trust by the United States for the benefit of the Hopi Tribe other than pursuant to Public Law No. 104-

301, 110 Stat. 3649, in accordance with applicable law and this Agreement. The Hopi Tribe shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands. The United States shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such trust lands. The Hopi Tribe or the United States, whichever completed the Abstract, shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

5.12.3 If the Abstracts described in Subparagraphs 5.12.1 and 5.12.2 are agreed to by all of the Parties before being submitted by the Hopi Tribe to the LCR Adjudication Court for approval (which agreement shall not be unreasonably withheld, conditioned, or delayed), the Water Rights and Uses of Water described in such Abstracts shall not be subject to objection, dispute, or challenge by the Parties in the LCR Adjudication or any other judicial or administrative proceeding. If the Abstracts described in Subparagraphs 5.12.1 and 5.12.2 are not agreed to by all of the Parties before being submitted to the LCR Adjudication Court for approval, the Parties who are not in agreement may object to the incorporation of all or portions of such Abstracts in the LCR Decree. After the incorporation of the Abstracts described in Subparagraphs 5.12.1 and 5.12.2 in the LCR Decree, such Abstracts shall be binding on all parties to the LCR Adjudication.

5.13 NEW SURFACE WATER USES

Subject to Paragraph 8.0, and conditioned upon compliance with the Abstract requirements of Subparagraphs 5.10, 5.11, and 5.12 and incorporation of the Abstracts in the LCR Decree, the Hopi Tribe, and the United States acting as trustee for the Hopi Tribe in

consultation with and upon the agreement of the Hopi Tribe, shall have the right to make any further Use of Surface Water on lands that are held in trust as set forth in Pub. L. No. 104-301, 110 Stat. 3649 which was unappropriated on the date that each parcel was taken into trust pursuant to Pub. L. No. 104-301, 110 Stat. 3649. The priority date for the right described in the immediately preceding sentence shall be the date the lands are taken into trust.

5.14 AGREEMENTS NOT TO OBJECT, DISPUTE OR CHALLENGE

5.14.1 Subject to the terms of Exhibit 9.10, the Parties shall not object to, dispute, or challenge, in the LCR Adjudication or any other judicial or administrative proceeding, the withdrawal or Use of Underground Water by the Hopi Tribe, or the United States acting as trustee for the Hopi Tribe, from any Off-Reservation Well located on lands owned by the Hopi Tribe in fee or held in trust by the United States for the benefit of the Hopi Tribe, or the drilling or replacement of any Off-Reservation Well by the Hopi Tribe, or the United States acting as trustee for the Hopi Tribe, located on lands owned by the Hopi Tribe in fee or lands held in trust by the United States for the benefit of the Hopi Tribe. The Parties also shall not object to, dispute, or challenge, in the LCR Adjudication or any other judicial or administrative proceeding, the withdrawal or Use of Underground Water by the Hopi Tribe in a manner described in the Abstracts attached as Exhibits 5.10.1AA, et seq.

5.14.2 Except as provided in Paragraph 7.0, the Parties shall not object to, dispute, or challenge the withdrawal or Use of Underground Water from any Well located on the Hopi Reservation, or the drilling or replacement of any Well for the withdrawal and Use of

Underground Water on the Hopi Reservation in the LCR Adjudication or any other judicial or administrative proceeding.

5.15 PLACE OF USE FOR WATER RIGHTS AND USES OF WATER SUBJECT TO SETTLEMENT AGREEMENT; OTHER PROVISIONS

5.15.1 The rights of the Hopi Tribe, or the United States acting as trustee for the Hopi Tribe, to the Water described in Subparagraphs 5.2, 5.4, and 5.5 may be used anywhere on the Hopi Reservation, but may not be sold, leased, transferred or in any way used off of the Hopi Reservation or off of Off-Reservation land held in trust by the United States for the benefit of the Hopi Tribe.

5.15.2 Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water may be used on or off of the Hopi Reservation within the State, but may not be used, leased, exchanged, forborne, or otherwise transferred in any way by the Hopi Tribe or the United States acting as trustee for the Hopi Tribe for Use directly or indirectly outside of the State.

5.15.3 Water Use on Off-Reservation lands held in trust by the United States for the benefit of the Hopi Tribe shall be governed by Subparagraphs 5.10, 5.11, 5.12, and 5.13. The Water referred to in the preceding sentence may be used only on lands held in trust by the United States for the benefit of the Hopi Tribe.

5.15.4 Water Use on lands owned in fee by the Hopi Tribe shall be governed by Subparagraphs 5.10, 5.11, and 5.12.

5.15.5 The rights of a Hopi Allottee, or the United States acting as trustee for a Hopi Allottee, to use Water described in Subparagraph 5.9 on a Hopi Allotment may not be sold, leased, transferred, or in any way used off of the Hopi Allotment.

5.15.6 Notwithstanding Subparagraph 5.15.1, 5.15.3, and 7.2, the Hopi Tribe may provide water for Municipal Use off of the Hopi Reservation from facilities owned by the Hopi Tribe or its entities or enterprises which are physically connected to their facilities on the Hopi Reservation.

5.15.7 The Hopi Tribe may subordinate its senior priority under the Norviel Decree to junior users.

5.16 REPORTING

Beginning on March 1 of the first Year following the Year in which the Enforceability Date occurs, and on March 1 of each Year thereafter, the Hopi Tribe shall submit a report to ADWR showing: (a) the annual Diversion amount, point of Diversion, and places of Use of Hopi Tribe Upper Basin Colorado River Water; (b) the annual Diversion amount, point of Diversion, and places of Use of Hopi Tribe Cibola Water; (c) the location and annual amount of any Off-Reservation storage of Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water; (d) the amount of an Off-Reservation exchange involving Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water; and (e) the location and annual amount of Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water leased Off-Reservation. In order to accurately measure the flow of Water Diverted in the Upper Basin for Use by the Hopi Tribe in the State, the Hopi Tribe shall install suitable measuring devices at or near each point of Diversion of Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water from the Colorado River's mainstem in the Upper Basin. The Hopi Tribe shall notify ADWR in writing of any annual reporting conflicts between Reclamation, the Hopi Tribe,

or the Upper Colorado River Commission prior to the completion of Reclamation’s annual “Colorado River Accounting and Water Use Report for the Lower Basin.”

6.0 SAN JUAN SOUTHERN PAIUTE TRIBE LAND AND WATER RIGHTS

6.1 THE SAN JUAN SOUTHERN PAIUTE RESERVATION

6.1.1 There is hereby approved, as set forth in section 19 of the Act, the Treaty and the Treaty Addendum.

6.1.2 There is hereby proclaimed, as set forth in section 19 of the Act, all right, title and interest, including Water Rights, to the approximately 5,400 acres of land within the Navajo Indian Reservation that are described in the Treaty as the San Juan Paiute Northern Area and the San Juan Paiute Southern Area, as the San Juan Southern Paiute Reservation and such lands shall be held by the United States in trust as a reservation for the exclusive benefit of the San Juan Southern Paiute Tribe, subject to the rights of access under the Treaty.

6.1.3 The Treaty and the Treaty Addendum shall be approved on the Enactment Date.

6.1.4 Once the Treaty and Treaty Addendum are approved, no subsequent action or inaction related to this Agreement shall alter the effectiveness of the Treaty or the Treaty Addendum.

6.1.5 Subparagraphs 6.2 through 6.6 of this Agreement satisfy and do not conflict with Article XV of the Treaty concerning Water Rights.

6.1.6 Section 9 of Public Law 93–531 (88 Stat. 1716, formerly codified at 25 U.S.C. 640d–8) shall be repealed in the Act.

6.1.7 In the course of implementing the Treaty, the United States shall provide advance notice to the Tribes of any ground disturbance that may disturb or damage archaeological or cultural sites. The Tribes and the United States shall work together to avoid or mitigate damage to those sites.

6.2 SAN JUAN SOUTHERN PAIUTE SOUTHERN AREA WATER RIGHTS

6.2.1 The San Juan Southern Paiute Tribe, and the United States acting as trustee for the San Juan Southern Paiute Tribe, shall have the Water Rights described in this Subparagraph 6.2 for Use on the San Juan Southern Paiute Southern Area. The Water Rights described in this Subparagraph 6.2 may be used for any purpose consistent with this Agreement and the LCR Decree.

6.2.2 Except for Effluent, the Water Rights described in this Subparagraph 6.2 shall be held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe. Water Rights held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe shall not be subject to loss through non-use, forfeiture, or abandonment.

6.2.3 The San Juan Southern Paiute Tribe, and the United States acting as trustee for the San Juan Southern Paiute Tribe, shall have the right to all Underground Water on the San Juan Southern Paiute Southern Area.

6.2.4 The San Juan Southern Paiute Tribe, and the United States acting as trustee for the San Juan Southern Paiute Tribe, shall have the right to Divert and Deplete all Surface Water that reaches or flows within the San Juan Southern Paiute Southern Area.

6.2.5 Effluent.

6.2.5.1 The San Juan Southern Paiute Tribe shall have the right to Effluent developed on the San Juan Southern Paiute Southern Area, which may be used for such purposes as the San Juan Southern Paiute Tribe may determine.

6.2.5.2 Effluent developed by the San Juan Southern Paiute Tribe on lands held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe, but located outside of the San Juan Southern Paiute Southern Area, may be used on the San Juan Southern Paiute Southern Area or on lands held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe for such purposes as the San Juan Southern Paiute Tribe may determine, subject to applicable law.

6.2.5.3 Effluent developed by the San Juan Southern Paiute Tribe on land owned in fee by the San Juan Southern Paiute Tribe may be used by the San Juan Southern Paiute Tribe for such purposes as the San Juan Southern Paiute Tribe may determine subject to State law.

6.2.6 The San Juan Southern Paiute Tribe, and the United States acting as trustee for the San Juan Southern Paiute Tribe, shall have the right to all springs on the San Juan Southern Paiute Southern Area.

6.3 SAN JUAN SOUTHERN PAIUTE WATER DELIVERY

6.3.1 Pursuant to a water services agreement between the San Juan Southern Paiute Tribe and NTUA, the Navajo Nation shall deliver Water to the San Juan Southern Paiute

Southern Area in an amount determined by the San Juan Southern Paiute Tribe but not to exceed 350 AFY. The water services agreement shall include the following provisions:

6.3.1.1 The San Juan Southern Paiute Tribe members presently using the community water system serviced by the NTUA, and their heirs and assigns, may, at their option, remain connected to that system and shall be served by it on a nondiscriminatory basis from the Water described in Subparagraph 6.3.1.

6.3.1.2 The Navajo Nation shall deliver on a nondiscriminatory basis, through NTUA, the Water described in Subparagraph 6.3.1 to additional San Juan Southern Paiute Tribe members who connect to the community water system. Connection to the community water system shall not be denied.

6.3.1.3 All rates, terms, and surcharges for retail water service shall be applied the same to all NTUA individual customers regardless of tribal affiliation.

6.3.1.4 At the San Juan Southern Paiute Tribe's option, the Navajo Nation, through NTUA, shall deliver the Water described in Subparagraph 6.3.1 to the San Juan Southern Paiute Southern Area pursuant to an amendment to the water services agreement, described below, providing for bulk water delivery, which may include delivery through the iiná bá – paa tuwaqat'si pipeline.

6.3.1.4.1 Upon written notice by the San Juan Southern Paiute Tribe calling for bulk delivery, the Navajo Nation shall cause NTUA to enter into the amendment.

6.3.1.4.2 The amendment shall specify the quantity of bulk water to be delivered and ensure bulk water delivery is available within twelve (12) months of receiving notice, or at a later time as agreed upon in writing by the San Juan Southern Paiute Tribe and the Navajo Nation.

6.3.1.4.3 The rate for such bulk water service will be determined by an independent cost of service and rate design expert, to be selected by mutual agreement of the San Juan Southern Paiute Tribe and the Navajo Nation. If an expert cannot be agreed upon a mediator shall be retained for the sole purpose of selecting an expert from a list of candidates identified by the San Juan Southern Paiute Tribe and the Navajo Nation.

6.3.1.4.4 The San Juan Southern Paiute Tribe shall be responsible for the cost of constructing and maintaining facilities necessary to bring water from any points of delivery to the San Juan Southern Paiute Tribe's facilities, as well as for the cost of constructing and maintaining the San Juan Southern Paiute Tribe's facilities to accept bulk water deliveries.

6.3.1.4.5 Terms and conditions of the amendment to the water services agreement providing for bulk water delivery shall contain industry standard terms.

6.3.2 The San Juan Southern Paiute Tribe shall own any water infrastructure (wells, treatment, distribution pipelines, etc.) it funds or constructs on the San Juan Southern Paiute Reservation.

6.3.3 The San Juan Southern Paiute Tribe will have the option to acquire any portion of NTUA's facilities which may be located on the San Juan Southern Paiute Reservation that are used exclusively to serve the San Juan Southern Paiute Tribe. The portion of the facilities used exclusively to serve the San Juan Southern Paiute Tribe will be available for transfer at a cost minus depreciation price when the San Juan Southern Paiute Tribe begins operation of its water utility.

6.3.4 NTUA will have the right to retain its existing facilities that cross through the San Juan Southern Paiute Reservation to serve other NTUA customers.

6.4 WATER RIGHTS AND USES OF WATER FOR LANDS OWNED IN FEE BY THE SAN JUAN SOUTHERN PAIUTE TRIBE AS OF THE EFFECTIVE DATE—LCR WATERSHED

6.4.1 As of the Effective Date, the San Juan Southern Paiute Tribe owns lands in fee that are located outside the exterior boundaries of the San Juan Southern Paiute Reservation within the LCR Watershed, as set forth in Exhibits 6.4.1A and 6.4.1B. Subject to the terms of this Agreement, the San Juan Southern Paiute Tribe shall continue to have all Water Rights and Uses of Water existing under State law as of the Effective Date that are appurtenant to or associated with such fee lands, as described in the Abstracts attached as Exhibits 6.4.1AA and 6.4.1BB. Such Water Rights and Uses of Water shall not be subject to objection, dispute, or challenge by the Parties, in the LCR Adjudication or in any other judicial or administrative proceeding. After incorporation in the LCR Decree, such Water Rights and Uses of Water shall be binding on all parties to the LCR Adjudication. Exhibits 6.4.1A and 6.4.1B, and Exhibits 6.4.1AA and 6.4.1BB, may be supplemented upon application to the LCR Adjudication Court, before the Enforceability Date, to correct errors and omissions.

6.4.2 In addition to the Water Rights and Uses of Water for the lands described in Subparagraph 6.4.1, after the Effective Date but before the Enforceability Date, the San Juan Southern Paiute Tribe may obtain new Water Rights or initiate new Uses of Water for such fee lands, including changing the manner or place of Use of Water Rights, as permitted by State law and this Agreement. The San Juan Southern Paiute Tribe shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands after the Effective Date but before the Enforceability Date. All such Abstracts must be completed on or before the Enforceability Date. The San Juan Southern Paiute Tribe shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

6.4.3 After the Enforceability Date, the San Juan Southern Paiute Tribe may obtain new Water Rights or initiate new Uses of Water for the lands described in Subparagraph 6.4.1, including changing the manner or place of Use of Water Rights, as permitted by State law and this Agreement. The San Juan Southern Paiute Tribe shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands by the San Juan Southern Paiute Tribe after the Enforceability Date and shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

6.4.4 If the Abstracts described in Subparagraphs 6.4.1, 6.4.2 and 6.4.3 are agreed to by all of the Parties before being submitted to the LCR Adjudication Court for approval (which agreement shall not be unreasonably withheld, conditioned, or delayed), the Water Rights and Uses of Water described in such Abstracts shall not be subject to objection, dispute, or

challenge by the Parties, in the LCR Adjudication or any other judicial or administrative proceeding. If the Abstracts described in Subparagraphs 6.4.1, 6.4.2 and 6.4.3 are not agreed to by all of the Parties before their submission to the LCR Adjudication Court for approval, the Parties who are not in agreement may object to the incorporation of all or portions of such Abstracts in the LCR Decree. After the incorporation of the Abstracts described in Subparagraphs 6.4.1, 6.4.2 and 6.4.3 in the LCR Decree, such Abstracts shall be binding on all parties to the LCR Adjudication.

6.5 WATER RIGHTS AND USES OF WATER FOR LANDS ACQUIRED BY THE SAN JUAN SOUTHERN PAIUTE TRIBE IN FEE, OR TAKEN INTO TRUST BY THE UNITED STATES FOR THE BENEFIT OF THE SAN JUAN SOUTHERN PAIUTE TRIBE, AFTER THE EFFECTIVE DATE BUT BEFORE THE ENFORCEABILITY DATE —LCR WATERSHED

6.5.1 Lands within the LCR Watershed acquired by the San Juan Southern Paiute Tribe in fee, or taken into trust by the United States for the benefit of the San Juan Southern Paiute Tribe, after the Effective Date but before the Enforceability Date shall be subject to any applicable limitations imposed by this Agreement and are entitled to any applicable benefits provided by this Agreement, including Water Rights and Uses of Water appurtenant to or associated with the lands that were held by the grantor or transferor of the lands and included in the transaction. The San Juan Southern Paiute Tribe shall complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such fee lands acquired by the San Juan Southern Paiute Tribe, unless previously decreed by the LCR Adjudication Court. The United States shall complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such trust lands, unless previously decreed by the LCR Adjudication Court. All such Abstracts must be completed on or before the Enforceability Date. The San Juan Southern Paiute Tribe, or the United States, whichever completed the Abstract, shall promptly move to

supplement the LCR Decree to include the Abstracts for any such additional Water Rights and Uses of Water.

6.5.2 The San Juan Southern Paiute Tribe, or the United States acting as trustee for the San Juan Southern Paiute Tribe in consultation with and upon the agreement of the San Juan Southern Paiute Tribe, may obtain new Water Rights or initiate new Uses of Water for the lands described in Subparagraph 6.5.1, including changing the manner or place of Use of Water Rights, after the date of their acquisition but before the Enforceability Date as follows: (a) for lands acquired by the San Juan Southern Paiute Tribe in fee, as permitted by State law and this Agreement; and (b) for lands taken into trust by the United States for the benefit of the San Juan Southern Paiute Tribe, in accordance with applicable law and this Agreement. The San Juan Southern Paiute Tribe shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands. The United States shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such trust lands. All such Abstracts must be completed on or before the Enforceability Date. The San Juan Southern Paiute Tribe or the United States, whichever completed the Abstract, shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

6.5.3 The San Juan Southern Paiute Tribe, or the United States acting as trustee for the San Juan Southern Paiute Tribe in consultation with and upon the agreement of the San Juan Southern Paiute Tribe, may obtain new Water Rights or initiate new Uses of Water, including changing the manner or place of Use of Water Rights, after the Enforceability Date for the lands described in Subparagraph 6.5.1 as follows: (a) for lands acquired by the San Juan Southern

Paiute Tribe in fee, as permitted by State law and this Agreement; and (b) for lands taken into trust by the United States for the benefit of the San Juan Southern Paiute Tribe, in accordance with applicable law and this Agreement. The San Juan Southern Paiute Tribe shall promptly complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands. The United States shall promptly complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such trust lands. The San Juan Southern Paiute Tribe or the United States, whichever completed the Abstract, shall promptly move to supplement the LCR decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

6.5.4 If the Abstracts described in Subparagraphs 6.5.1, 6.5.2 and 6.5.3 are agreed to by all of the Parties before being submitted to the LCR Adjudication Court for approval (which agreement shall not be unreasonably withheld, conditioned or delayed), the Water Rights and Uses of Water described in such Abstracts shall not be subject to objection, dispute, or challenge by the Parties, in the LCR Adjudication or any other judicial or administrative proceeding. If the Abstracts described in Subparagraphs 6.5.1, 6.5.2 and 6.5.3 are not agreed to by all of the Parties before being submitted to the LCR Adjudication Court for approval, the Parties who are not in agreement may object to the incorporation of all or portions of such Abstracts in the LCR Decree. After the incorporation of the Abstracts described in Subparagraphs 6.5.1, 6.5.2 and 6.5.3 in the LCR Decree, such Abstracts shall be binding on all parties to the LCR Adjudication.

6.6 WATER RIGHTS AND USES OF WATER FOR LANDS ACQUIRED BY THE SAN JUAN SOUTHERN PAIUTE TRIBE IN FEE, OR TAKEN INTO TRUST BY THE UNITED STATES FOR THE

BENEFIT OF THE SAN JUAN SOUTHERN PAIUTE TRIBE, AFTER THE ENFORCEABILITY DATE—LCR WATERSHED

6.6.1 Lands within the LCR Watershed acquired by the San Juan Southern Paiute Tribe in fee, or taken into trust by the United States for the benefit of the San Juan Southern Paiute Tribe, after the Enforceability Date shall be subject to any applicable limitations imposed by this Agreement, and are entitled to any applicable benefits provided by this Agreement, including Water Rights and Uses of Water appurtenant to or associated with the lands that were held by the grantor or transferor of the lands and included in the transaction. The San Juan Southern Paiute Tribe shall complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such fee lands, unless previously decreed by the LCR Adjudication Court. The United States shall complete Abstracts for all Water Rights and Uses of Water appurtenant to or associated with such trust lands, unless previously decreed by the LCR Adjudication Court. The San Juan Southern Paiute Tribe, or the United States, whichever completed the Abstract, shall promptly move to supplement the LCR Decree to include the Abstracts for such additional Water Rights and Uses of Water.

6.6.2 San Juan Southern Paiute Tribe, or the United States acting as trustee for the San Juan Southern Paiute Tribe in consultation with and upon the agreement of the San Juan Southern Paiute Tribe, may obtain new Water Rights or initiate new Uses of Water for the lands described in Subparagraph 6.6.1, including changing the manner or place of Use of Water Rights, after the Enforceability Date as follows: (a) for lands acquired by the San Juan Southern Paiute Tribe in fee, as permitted by State law and this Agreement; and (b) for lands taken into trust by the United States for the benefit of the San Juan Southern Paiute Tribe, in accordance

with applicable law and this Agreement. The San Juan Southern Paiute Tribe shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such fee lands. The United States shall complete Abstracts for all Water Rights and Uses of Water obtained or initiated for such trust lands. The San Juan Southern Paiute Tribe or the United States, whichever completed the Abstract, shall promptly move to supplement the LCR Decree to include the Abstracts for any such additional or modified Water Rights and Uses of Water.

6.6.3 If the Abstracts described in Subparagraphs 6.6.1 and 6.6.2 are agreed to by all of the Parties before being submitted by the San Juan Southern Paiute Tribe to the LCR Adjudication Court for approval (which agreement shall not be unreasonably withheld, conditioned, or delayed), the Water Rights and Uses of Water described in such Abstracts shall not be subject to objection, dispute, or challenge by the Parties in the LCR Adjudication or any other judicial or administrative proceeding. If the Abstracts described in Subparagraphs 6.6.1 and 6.6.2 are not agreed to by all of the Parties before being submitted to the LCR Adjudication Court for approval, the Parties who are not in agreement may object to the incorporation of all or portions of such Abstracts in the LCR Decree. After the incorporation of the Abstracts described in Subparagraphs 6.6.1 and 6.6.2 in the LCR Decree, such Abstracts shall be binding on all parties to the LCR Adjudication.

6.7 PLACE OF USE FOR WATER RIGHTS AND USES OF WATER SUBJECT TO SETTLEMENT AGREEMENT

6.7.1 The rights of the San Juan Southern Paiute Tribe, or the United States acting as trustee for the San Juan Southern Paiute Tribe, to the Water described in Subparagraphs 6.2.3, 6.2.4, and 6.3.1 may not be sold, leased, transferred or in any way used off of the San Juan

Southern Paiute Southern Area or off of land held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe.

6.7.2 Water Use on lands held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe shall be governed by Subparagraphs 6.5 and 6.6.

6.7.3 Water Use on lands owned in fee by the San Juan Southern Paiute Tribe shall be governed by Subparagraphs 6.4, 6.5, and 6.6.

7.0 NAVAJO NATION AND HOPI TRIBE INTER-TRIBAL AGREEMENT FOR USES OF THE MANAGED WASHES AND N-AQUIFER

When used in this Paragraph 7.0: (a) the term “Tribes” refers to the Navajo Nation and the Hopi Tribe; and (b) the term “Tribe” refers to either the Navajo Nation or the Hopi Tribe. The purpose of this Paragraph 7.0 is to address inter-tribal issues respecting Uses by the Tribes of the Managed Washes, Minor Tributary Washes, and N-Aquifer, and certain related obligations of the United States.

7.1 TRIBAL WASH MANAGEMENT

Consistent with Paragraphs 4.0 and 5.0, and subject to the terms of this Paragraph 7.0, the Navajo Nation and the Hopi Tribe, or the United States acting as trustee for either of the Tribes, shall each have the right to utilize all Surface Water flowing through the Managed Washes and their tributaries for all historic and existing Uses, but neither Tribe, nor the United States acting as trustee for either of the Tribes, shall modify those Uses except as provided in this Paragraph 7.0. Any modification by the United States acting as trustee for either of the Tribes shall be in consultation with and upon agreement of the Tribes. This Paragraph 7.0 shall not apply to any Water Use downstream of the southern boundary of the Hopi Reservation.

7.1.1 Historic and Existing Irrigation Uses.

7.1.1.1 All irrigation Uses of Water in the Managed Washes and Minor Tributary Washes that occurred prior to or existed on the Effective Date, as set forth in Exhibits 7.1.1.1A and 7.1.1.1B may resume or continue and shall not be subject to objection, dispute, or challenge by the parties to the LCR Adjudication, provided that should a dispute between the Tribes arise as to whether a particular Use occurred prior to or existed on the Effective Date, the dispute resolution procedures in Subparagraph 7.3 shall apply.

7.1.1.2 The historic irrigation projects that Divert Surface Water directly out of the Managed Washes have been designated and assigned acreages; they are listed in Exhibits 7.1.1.2A, 7.1.1.2B, and 7.1.1.2C. The general locations of the designated historic irrigation projects are shown in Exhibit 7.1.1.2D.

7.1.1.3 Rehabilitation and Betterment is permitted for historic and existing Uses subject to the limitations in this Subparagraph 7.1. Historic Irrigation Diversion Capacity shall be determined from historical records or evidence. If the Historic Irrigation Diversion Capacity cannot be substantiated by historical records or evidence, an on-farm water duty of one cubic foot per second per ninety acres will be used as the design criteria for all Rehabilitation and Betterment projects.

7.1.1.3.1 Rehabilitation and Betterment are permitted for the designated historic irrigation projects listed in Exhibits 7.1.1.2A, 7.1.1.2B, and 7.1.1.2C.

7.1.1.3.2 Rehabilitation is permitted for historic and existing irrigation that is not within a designated historic irrigation project.

7.1.1.3.3 Rehabilitation and Betterment are permitted for a dike used for historic or existing irrigation that is not within a designated historic irrigation project, provided that the height and length of the dike is not increased except as reasonably necessary to restore dike functionality consistent with originally intended storage and diversion amounts. Historic and existing dike properties shall be determined from historical records or other evidence such as Bureau of Indian Affairs aerial photographs.

7.1.1.3.4 Rehabilitation and Betterment are permitted for historic and existing irrigation that Diverts Surface Water from a Minor Tributary Wash, provided that the historic or existing irrigation acreage subject to the Rehabilitation and Betterment from any single Diversion structure does not exceed seventy-five acres.

7.1.1.3.5 The benefits from the Rehabilitation and Betterment of a joint designated historic irrigation project shall be shared by the Tribes in approximate proportion to their designated acreage as listed in Exhibit 7.1.1.2C.

7.1.1.3.6 Historic and existing irrigation may be relocated provided that an equivalent amount of acreage is retired (or idled) and no downstream historic or existing irrigation is impaired.

7.1.1.3.7 Without limiting or impairing the irrigation Uses of Water in the Managed Washes and Minor Tributary Washes permitted by the foregoing provisions of this Subparagraph 7.1, installation, construction, maintenance, repair, replacement, and relocation of low technology structures (for example, earthen berms) and nonpermanent Diversions to support Akchin farming, flood-water farming, and other traditional farming practices are expressly permitted.

7.1.2 Other New Surface Water Impoundments.

7.1.2.1 The Tribes agree not to construct new Permanent Surface Water Control Structures designed as reservoirs on the mainstem of the Managed Washes upstream of the other Tribe without the Prior Written Consent of the other Tribe, provided, however, the Tribes may construct new Permanent Surface Water Control Structures on the mainstem of the Managed Washes upstream of the other Tribe that prevent additional erosion, backfill incised reaches, and enhance local recharge as part of watershed restoration efforts, with fifteen (15) days' written notice to the other Tribe.

7.1.2.2 Pursuant to the provisions of Subparagraph 7.5, each Tribe shall notify the other of the planned construction of any new Impoundment capable of fifteen (15) AFY or more of storage it proposes to undertake upstream of the other Tribe, subject to the provisions of Subparagraph 7.1.2.3, and shall not engage in such construction without the Prior Written Consent of the other Tribe.

7.1.2.3 Pursuant to the provisions of Subparagraph 7.5, each Tribe shall notify the other of any plan to move Impoundment capacities within the same Managed Wash

drainage, except that capacities of Impoundments downstream of the Hopi Reservation, including those on Jeddito Island, may not be moved upstream of the Hopi Reservation. However, the aggregate capacity of all Impoundments that exist as of the Effective Date (exclusive of the Peabody Impoundments and the Pasture Canyon Impoundments, sewage lagoons, and those permitted pursuant to Subparagraph 7.1.2.4) within each of the Main Wash drainages listed in Exhibit 7.1.2.3 may not be exceeded without the Prior Written Consent of the other Tribe. The Tribes acknowledge and agree that the Peabody Impoundments are permanently located and shall not be moved.

7.1.2.4 New Surface Water Impoundments shall be allowed on Minor Tributary Washes on the lands awarded to the Hopi Tribe pursuant to the 1934 Act Case, up to an aggregate capacity for all such structures of three hundred (300) acre-feet.

7.1.3 Moenkopi Wash Alluvial Aquifer Storage. The Tribes agree to jointly investigate the feasibility of an alluvial recharge/storage project to store a portion of the seasonal flows of Moenkopi Wash along the Wash for the benefit of Hopi and Navajo farmers. If the Tribes mutually determine that the project is feasible, the Tribes shall cooperate in the project's planning and implementation.

7.1.4 Additional Provisions for Moenkopi Wash.

7.1.4.1 Subject to the continuing jurisdiction of the United States District Court for the District of Arizona in the 1934 Act Case, Use of the source Waters of Pasture Canyon, including springs, water storage facilities, and direct runoff, shall be governed exclusively by this Subparagraph 7.1.4.1 and not by any other provisions of

Subparagraph 7.1. All Water yields of Pasture Canyon are reserved for Use by the Hopi Tribe, except for: (1) the rights of individual Members of the Navajo Nation recognized in the 1934 Act Case; and (2) any rights to use Water, as of the Effective Date, upstream of the northern boundary of the Hopi Reservation in Pasture Canyon or which were previously served by the Pasture Canyon ditches. Notwithstanding the foregoing, unused tailwater may be Diverted into the Kerley Valley Project for use by either or both Tribes. The Navajo Nation shall not transfer its Uses in Pasture Canyon permitted in this Subparagraph 7.1.4.1 to any other location or source.

7.1.4.2 Each Tribe may Divert Water from Moenkopi Wash above the Kerley Valley Project dam for historic and existing irrigation.

7.1.4.3 After accounting for Diversions permitted by this Agreement, the direct flows within Moenkopi Wash at the Kerley Valley Project dam and any Effluent made available by a Tribe for use by the Kerley Valley Project shall be allocated to the Tribes in proportion to each Tribe's acreage within the Kerley Valley Project as set forth in Exhibit 7.1.1.2C.

7.1.4.4 The Navajo Nation and the Hopi Tribe agree that the Rehabilitation and Betterment of the Kerley Valley Project should be fully investigated. If the Tribes determine that the project should proceed, the Tribes shall cooperate in its planning and implementation.

7.1.5 Closed Basins. Water Uses in the sub-basins identified in Exhibits 3.1.21A and 3.1.21B (sub-basins located in a Managed Wash or a Minor Tributary Wash that do not

contribute any surface flow outside of that sub-basin) are not subject to the provisions of this Subparagraph 7.1.

7.1.6 Monitoring. The Hopi Tribe and the Navajo Nation agree to cooperate in seeking the continuation of the programs for the monitoring of stream flows on the Managed Washes to facilitate monitoring of the effects of Subparagraph 7.1 concerning the Use of Water from Managed Washes.

7.1.7 Watershed Restoration. The Navajo Nation and the Hopi Tribe agree to cooperate on efforts to restore the watersheds on their reservations, recognizing that such efforts may improve habitat, enhance stream flows, and reduce sediment and floods to the benefit of both Tribes. Without limiting the agreement to cooperate set forth in the immediately preceding sentence, Low Technology Watershed Restoration is permitted. In addition to Low Technology Watershed Restoration, except as provided in Subparagraph 7.1.2.1, installation, construction, maintenance, repair, replacement, and relocation of water control structures to support Watershed Restoration are: (a) permitted in the Minor Tributary Washes; and (b) permitted in the Major Tributary Washes with the Prior Written Consent of the other Tribe, which consent shall not be unreasonably withheld, conditioned or delayed, and shall be deemed given unless the Tribe whose consent is required shall fail to object in writing, with reasonable particularity insofar as concerns the basis for the objection, within six (6) months following receipt of a written request for consent from the other Tribe, which request for consent shall include a reasonably detailed description of the proposed undertaking and the purposes to be served thereby. If there is a circumstance where a Tribe wishes to enter the other Tribe's reservation to conduct Low Technology Watershed Restoration or other permitted watershed restoration

activities, that Tribe must obtain Prior Written Consent from the other Tribe. All Watershed Restoration activities will comply with applicable federal and tribal laws and regulations.

7.2 N-AQUIFER PROVISIONS

The provisions of this Subparagraph 7.2 apply only to the Use of Underground Water from the N-Aquifer by the Tribes or by the United States acting as trustee for either of the Tribes.

7.2.1 General Purposes and Goals.

7.2.1.1 To provide a permanent homeland for the Hopi Tribe and the Navajo Nation, the Tribes shall limit their pumping of the N-Aquifer to provide a long-term reliable water supply to meet the domestic and municipal demands of the Tribes.

7.2.1.2 The Tribes shall limit their pumping of the N-Aquifer to accomplish the general purpose described in Subparagraph 7.2.1.1 in a manner that: (a) protects the underground environment of the N-Aquifer on a long-term basis for use by present and future generations; and (b) recognizes the significance of springs that rely on the N-Aquifer to both Tribes and includes reasonable measures to protect spring flows, taking into account natural variability, climate change, aridification, mega-drought, and other ecological, meteorological, and hydrological considerations.

7.2.2 N-Aquifer Monitoring. The United States, in consultation with the Tribes, shall continue to monitor the N-Aquifer, as follows:

7.2.2.1 N-Aquifer Monitoring Scope. The Secretary, acting through the United States Geological Survey, and subject to the availability of funding, shall expand the scope of its monitoring program in the Black Mesa area. Such expanded scope shall include: (a) a survey of N-Aquifer springs developed in coordination with the Tribes; and (b) monitoring and collection of hydrologic data on selected representative springs identified in consultation with the Tribes.

7.2.2.2 Commencing five years after the Enforceability Date and every five years thereafter, subject to the availability of funding, the United States Geological Survey shall prepare an assessment report on the N-Aquifer. Such report shall include an assessment regarding existing Underground Water withdrawals and the effect of such withdrawals on flows from the selected springs and N-Aquifer water levels, and predictions of future effects of anticipated withdrawals on flows from the selected springs and N-Aquifer water levels.

7.2.2.3 Commencing five years after the Enforceability Date and every five years thereafter, subject to the availability of funding, the United States Geological Survey will update an existing, or develop a new, groundwater model to conduct predictions of future effects of anticipated withdrawals on N-Aquifer water levels, and on the timing and magnitude of changes in combined spring discharge volumes.

7.2.2.4 The United States Geological Survey and the Tribes shall meet periodically to discuss technical issues related to the N-Aquifer monitoring and potential modification of the monitoring.

7.2.2.5 The Hopi Tribe and the Navajo Nation shall cooperate and attempt to secure funding for the activities described in this Subparagraph 7.2.2 to be performed from time to time by United States Geological Survey. No additional expenditures of money by either Tribe shall be required to fund the activities described in this Subparagraph 7.2.2 to be performed from time to time by United States Geological Survey; provided, that in the event funding is unavailable from time to time, the Hopi Tribe shall endeavor in good faith to cover forty percent (40%) of any funding shortfall from Hopi Tribe sources of funding, and the Navajo Nation shall endeavor in good faith to cover sixty percent (60%) of any funding shortfall from Navajo Nation sources of funding.

7.2.3 N-Aquifer Management Terms.

7.2.3.1 Prohibition on N-Aquifer Exports to Areas Outside Reservation. Except as provided in Subparagraphs 4.18.6 and 5.15.6, neither Tribe may export Underground Water outside the Hopi Reservation or the Navajo Reservation.

7.2.3.2 Priority for Domestic Use or Municipal Use. The Navajo Nation and the Hopi Tribe agree to give priority to Domestic Use and Municipal Use so long as they are consistent with Subparagraph 7.2.

7.2.3.3 Pumping Limitations. Total pumping from the Confined Aquifer and the Shonto Recharge Area within the LCR Watershed (as depicted in Exhibit 3.1.24) shall not exceed 14,000 AFY. Of this total limit, pumping by the Navajo Nation shall not exceed 8,400 AFY and pumping by the Hopi Tribe shall not exceed 5,600 AFY.

7.2.3.4 Industrial Uses. Neither Tribe may use Underground Water from the Confined Aquifer and the Shonto Recharge Area for Industrial Uses beyond a maximum aggregate of 2,000 AFY per Tribe, without Prior Written Consent of the other Tribe.

7.2.3.5 Development of New Wells After the Effective Date.

7.2.3.5.1 All Well development will occur in a manner consistent with the applicable tribal Well construction code. Each Tribe shall provide written notice to the other Tribe at least 30 days prior to drilling any New Well in the N-Aquifer. The notice will include the location, depth, and casing size of the New Well.

7.2.3.5.2 Neither Tribe may develop a New Well within the Restricted Zone. A replacement Well is not a New Well.

7.2.3.5.3 Boundary Springs. Neither Tribe shall drill a New Well within one and one-half miles of any N-Aquifer spring listed in Exhibit 7.2.3.5.3 that is located on the property of the other Tribe, without Prior Written Consent of the other Tribe.

7.2.3.5.4 Tuba City Wells. Neither Tribe shall drill or permit to be drilled a New Well within the Pasture Canyon Springs Buffer Zone specified in Exhibit 7.2.3.5.4 without Prior Written Consent of the other Tribe.

7.2.4 NTUA and Moenkopi. The Tribes agree to develop an interconnection between the Navajo Tribal Utility Authority water infrastructure at Tuba City and water infrastructure at Moenkopi, in order to create mutually beneficial redundancy, facilitate water exchanges,

anticipate the provision of Colorado River Water for Tuba City and the Hopi Reservation via the iiná bá-paa tuwaqat'si pipeline, and for other settlement purposes.

7.3 DISPUTE RESOLUTION

7.3.1 Application. For purposes of Paragraph 7.0, the following provisions shall apply following the Effective Date whenever either Tribe notifies the other Tribe in writing if it believes the other Tribe is acting in violation of Subparagraphs 7.1 or 7.2 and the Tribes have first met in good faith and failed to resolve their dispute.

7.3.2 Special Inter-Tribal Commission. In the event of a dispute under Subparagraphs 7.1, 7.2.1, 7.2.3, or 7.2.4, following good faith efforts to amicably resolve the dispute, if such efforts are unsuccessful the Tribes shall arbitrate the dispute under the Federal Arbitration Act pursuant to this provision.

7.3.2.1 The arbitrators will be an Inter-Tribal Commission, consisting of five members. The Commission will have two members selected by the Hopi Tribe, two members selected by the Navajo Nation, and one neutral member. At least one member for each Tribe shall have either hydrological training or be an employee of the Tribe's Water Resources Department (or equivalent). The Commission's sole responsibilities shall be to resolve matters between the Tribes concerning compliance with Subparagraphs 7.1, 7.2.1, 7.2.3, or 7.2.4, including actions to adopt, revise, implement, or enforce the N-Aquifer management terms in accordance and consistent with the general purposes and goals set forth in Subparagraph 7.2.1.

7.3.2.2 The fifth member of the Commission shall be a retired judge appointed by the joint decision of the Tribes. The fifth member will sit for a five-year term and may be re-appointed by the Tribes if they so agree. In the event of a vacancy in the position of the fifth member, the Tribes shall jointly appoint a new fifth member. The fifth member will sit as the Chairman of the Commission. In the event of an arbitration hearing, the Chairman will rule on the admissibility of evidence.

7.3.2.3 The Commission shall establish its own rules and procedures for the resolution of any dispute brought before it, consistent with the Federal Arbitration Act, hearing such evidence and argument as it may, in its discretion, choose to accept.

7.3.2.4 The Commission may attempt to resolve the matter by formal and informal means and the Chairman may communicate with the Tribes *ex parte*. The Commission shall seek by informal means to obtain a mutually agreeable resolution of the dispute, prior to any formal arbitration proceedings.

7.3.2.5 The Commission shall render a decision following arbitration which may include issuance of restraining orders, injunctions, declaratory judgments, and orders of specific performance enforcing the terms of the arbitration decision, but the Commission shall not have the authority to award damages, attorneys' fees, or the costs of arbitration. The Commission shall decide and resolve a dispute by issuing a written decision signed by a majority of the five members within 180 days after receiving the request for dispute resolution. Decisions of the Commission shall be final and binding on the Tribes.

7.3.3 Fees and Costs. The fees and costs of the Chairman will be split equally between the Tribes, including any costs for the hearing room, court reporters, and costs associated with a hearing. The fees and costs of the other four members of the Commission will be paid by the Tribe that appointed the members. Each Tribe shall be responsible for its own attorneys' fees and costs.

7.3.4 Enforcement of Award. Any award shall be enforced by the United States District Court for the District of Arizona.

7.4 LIMITATION.

Neither the Tribes nor the special Inter-Tribal Commission described in Subparagraph 7.3 shall have any power to interpret, modify, or amend the LCR Decree. Only the LCR Adjudication Court shall have the power to interpret, modify, or amend the LCR Decree, without limiting the right of appeal.

7.5 NOTICES.

7.5.1 For purposes of this Paragraph 7.0, when Prior Written Consent is required, and unless otherwise provided, a Tribe shall provide sixty (60) days' written notice to the other Tribe in advance of taking the action that requires Prior Written Consent. Said notice shall prominently state at the top of its first page the following:

THIS NOTICE IS DELIVERED PURSUANT TO PARAGRAPH 7.5.1 OF THE NORTHEASTERN ARIZONA INDIAN WATER RIGHTS SETTLEMENT AGREEMENT. FAILURE TO RESPOND WITHIN SIXTY (60) DAYS SHALL BE DEEMED CONSENT BY THE [INSERT NAME OF TRIBE

RECEIVING NOTICE] TO THE [INSERT NAME OF TRIBE PROVIDING NOTICE] TO TAKE THE ACTION DESCRIBED BELOW.

In response to such prior written notice, the receiving Tribe shall provide its agreement or denial of consent to the notifying Tribe no later than sixty (60) days after receipt of the prior written notice. If the Tribe receiving notice shall fail to respond to the notifying Tribe's request for consent within sixty (60) days of receipt of the prior written notice, the notifying Tribe may deem the Prior Written Consent as having been given.

7.5.2 All notices intended to impose liability on the Hopi Tribe or the Navajo Nation or exercise a right based on this Paragraph 7.0 shall be in writing and sent by certified or registered mail, return receipt requested, or hand delivered by an authorized agent of either party, or delivered by a nationally recognized overnight courier (such as FedEx or UPS). Notices shall be sent to the address set forth below or to such other address as may be designated by notice and shall be effective the date received or refused, but in no event later than (3) days after the notice was mailed, or if by hand delivery or courier delivery, the day delivered. If courier delivery is refused or not able to be made, the day delivery was first attempted shall be deemed the delivery date.

If to the Hopi Tribe: Hopi Tribe
Office of General Counsel
PO Box 123
Kykotsmovi, Arizona 86039
928-734-3142

Hopi Tribe
Director, Department of Natural Resources
PO Box 123
Kykotsmovi, Arizona 86039

928-734-3602

If to the Navajo Nation: Director
Navajo Nation Department of Water Resources
P.O. Box 678
Fort Defiance, Arizona 86504
928-729-4003

Office of the Attorney General
Navajo Nation Department of Justice
P.O. Box 2010
Old BIA Club Building
Window Rock, Arizona 86515
928-871-6343

8.0 OFF-RESERVATION USES OF SURFACE WATER

8.1 PARAGRAPH 8.0 LIMITED TO SURFACE WATER DIVERSIONS AND USES AND IMPOUNDMENTS OF WATER OUTSIDE THE NAVAJO RESERVATION, THE SAN JUAN SOUTHERN PAIUTE RESERVATION, AND THE HOPI RESERVATION IN THE LCR WATERSHED; EXPANDED DEFINITION OF TRIBES

8.1.1 This Paragraph 8.0 applies only to Surface Water Diversions and Uses within the LCR Watershed and outside of the Navajo Reservation, the San Juan Southern Paiute Reservation, and the Hopi Reservation. Notwithstanding Subparagraph 3.1.112, Navajo Reservation, as used in this Paragraph 8.0, shall not include lands taken into trust as part of the Navajo Reservation subsequent to the Effective Date.

8.1.2 Expanded Definition of Tribes. For purposes of this Paragraph 8.0, "Tribes" shall mean the Navajo Nation, the San Juan Southern Paiute Tribe, the Hopi Tribe, and their agents or any third-party acting on behalf thereof. "Tribe" shall mean any one of the Tribes. The expanded definition of Tribes does not apply to the United States when acting as trustee for the

Navajo Nation, the San Juan Southern Paiute Tribe, the Hopi Tribe, Hopi Allottees, Navajo Allottees, and Public Domain Allottees.

8.2 EXISTING SURFACE WATER USES

8.2.1 Existing Surface Water Uses Described in an Abstract

8.2.1.1 Exhibits 8.2.1.1A, 8.2.1.1B, 8.2.1.1C, 8.2.1.1D, 8.2.1.1E, 8.2.1.1F, 8.2.1.1G, 8.2.1.1H, 8.2.1.1I, and 8.2.1.1J describe Existing Surface Water Uses of specific Claimants.

8.2.1.2 Claimants required to submit Abstracts pursuant to Subparagraph 8.2.1.1 include:

8.2.1.1A	Arizona Game & Fish Commission: Chevelon Cr. Wildlife Area Chevelon Canyon Lake
8.2.1.1B	Bar T Bar Ranch, Inc.
8.2.1.1C	Flying M Ranch, Inc.
8.2.1.1D	Flagstaff, City of
8.2.1.1E	Grover's Hill Irrigation District
8.2.1.1F	SRP C.C. Cragin Reservoir
8.2.1.1G	Show Low, City of
8.2.1.1H	Show Low Pinetop Woodland Irrigation Co.
8.2.1.1I	Silver Creek Irrigation District
8.2.1.1J	Winslow, City of

8.2.1.3 Except as provided in Subparagraph 15.5.3, the Parties, including the Claimant identified in an Abstract, the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees:

8.2.1.3.1. Shall not object to, dispute, or challenge, on any basis, in the LCR Adjudication or in any other judicial or administrative proceeding, any Existing Surface Water Use described in Exhibits 8.2.1.1A, 8.2.1.1B, 8.2.1.1C, 8.2.1.1D, 8.2.1.1E, 8.2.1.1F, 8.2.1.1G, 8.2.1.1H, 8.2.1.1I, and 8.2.1.1J; and

8.2.1.3.2 Agree to the entry of a decree setting forth water rights with the attributes described in the Exhibits 8.2.1.1A, 8.2.1.1B, 8.2.1.1C, 8.2.1.1D, 8.2.1.1E, 8.2.1.1F, 8.2.1.1G, 8.2.1.1H, 8.2.1.1I, and 8.2.1.1J.

8.2.1.4 The Claimant of an Existing Surface Water Use described in Exhibits 8.2.1.1A, 8.2.1.1B, 8.2.1.1C, 8.2.1.1D, 8.2.1.1E, 8.2.1.1F, 8.2.1.1G, 8.2.1.1H, 8.2.1.1I, or 8.2.1.1J shall not claim a storage capacity for the Existing Surface Water Use that is greater than the storage capacity described in the Exhibit. The Parties, including the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, retain the right to object to, dispute, or challenge a Claimant's assertion of a storage capacity for an Existing Surface Water Use described in Exhibits 8.2.1.1A, 8.2.1.1B, 8.2.1.1C, 8.2.1.1D, 8.2.1.1E, 8.2.1.1F, 8.2.1.1G, 8.2.1.1H, 8.2.1.1I, or 8.2.1.1J that is greater than the storage capacity described in the Exhibit.

8.2.1.5 The Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not place a call, or exercise rights of priority, against an Existing Surface Water Use described in Exhibits 8.2.1.1A, 8.2.1.1B, 8.2.1.1C, 8.2.1.1D, 8.2.1.1E, 8.2.1.1F, 8.2.1.1G, 8.2.1.1H, 8.2.1.1I, and 8.2.1.1J.

8.2.2 Existing Surface Water Uses Not Described in an Abstract

8.2.2.1 Any Existing Surface Water Use not described in Exhibits 8.2.1.1A, 8.2.1.1B, 8.2.1.1C, 8.2.1.1D, 8.2.1.1E, 8.2.1.1F, 8.2.1.1G, 8.2.1.1H, 8.2.1.1I, and 8.2.1.1J shall be subject to Subparagraph 8.2.2.

8.2.2.2 The Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not object to, dispute, or challenge, on any basis, in the LCR Adjudication or in any other judicial or administrative proceeding, any Existing Surface Water Use not described in Exhibits 8.2.1.1A, 8.2.1.1B, 8.2.1.1C, 8.2.1.1D, 8.2.1.1E, 8.2.1.1F, 8.2.1.1G, 8.2.1.1H, 8.2.1.1I, and 8.2.1.1J.

8.2.2.3 The Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not place a call, or exercise rights of priority, against any Existing Surface Water Use not described in Exhibits 8.2.1.1A, 8.2.1.1B, 8.2.1.1C, 8.2.1.1D, 8.2.1.1E, 8.2.1.1F, 8.2.1.1G, 8.2.1.1H, 8.2.1.1I, and 8.2.1.1J; provided, however, that the Hopi Tribe retains the right to make calls or exercise rights of priority against any Existing Surface Water Use subject to the jurisdiction of the Norviel Decree Court, based on the Hopi Tribe's rights granted by the Norviel Decree.

8.2.3 The United States acting as trustee for the Public Domain Allottees shall not object to, dispute, or challenge, on any basis, in the LCR Adjudication or in any other judicial or administrative proceeding, claims to Existing Surface Water Uses.

8.3 SURFACE WATER USES OF THE ZUNI TRIBE ABSTRACTED IN THE LCR ADJUDICATION

The Parties, including the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, agree to be bound by the Zuni Indian Tribe Water Rights Settlement Judgment and Decree. The Abstracts for Surface Water uses for Zuni Lands set forth in Exhibit 4.1.A(1) *et seq.* to the Zuni Indian Tribe Water Rights Settlement Agreement of 2002, as amended, and the Zuni Indian Tribe Water Rights Settlement Judgment and Decree are attached as Exhibit 8.3A and Exhibit 8.3B to this Agreement.

8.4 NEW SURFACE WATER USES

8.4.1 Initiation of New Surface Water Uses. After the Effective Date, the Parties, including the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall initiate New Surface Water Uses: (a) with respect to Parties other than the Tribes and the United States, only in accordance with State law and this Agreement; and (b) specifically with respect to the Tribes and the United States, in accordance with Subparagraphs 4.11.2, 4.11.3, 4.12.2, 4.12.3, 4.13.2, 4.14.2, 4.14.3, 4.15.2, 4.15.3, 4.16.2, 5.10.2, 5.10.3, 5.11.2, 5.11.3, 5.12.2, 6.4.2, 6.4.3, 6.5.2, 6.5.3, and 6.6.2, as applicable.

8.4.2 Agreement not to Object to, Dispute or Challenge. Except as provided in Subparagraphs 4.6.4, 8.4.6, 8.6.6, and 8.6.7, the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not object to, dispute, challenge, place

a call, or exercise rights of priority against New Surface Water Uses, in the LCR Adjudication or in any other judicial or administrative proceeding; provided, however, that the Tribes, and the United States acting as trustee for the Tribes, retain the right to place a call or exercise rights of priority against New Surface Water Uses based on rights to the Use of Surface Water arising under State law or this Agreement that are associated with land owned in fee by a Tribe or Off-Reservation land held in trust by the United States for the benefit of a Tribe.

8.4.3 No New Surface Water Uses for Irrigation by Direct Diversion. After the Effective Date, the Parties, including the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not initiate New Surface Water Uses for Irrigation by means of direct Diversion of Surface Water. As used in this Subparagraph, direct Diversion of Surface Water excludes the withdrawal of Underground Water from a Well.

8.4.4 No New Surface Water Uses in Three-Canyon Area by Means of Direct Stream Diversion. After the Effective Date, the Parties, including the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not initiate new non-De Minimis Uses by means of direct Diversion of Surface Water in the Three-Canyon Area, except as provided in Subparagraphs 8.6.3 and 8.8.2. As used in this Subparagraph, direct Diversion of Surface Water excludes the withdrawal of Underground Water from a Well.

8.4.5 No New Surface Water Uses in Norviel Decree Area. Notwithstanding any provision of Subparagraph 8.4, no New Surface Water Uses may be initiated within the area of the LCR Watershed subject to the jurisdiction of the Norviel Decree Court.

8.4.6 The Parties, including the Tribes and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, retain the right to object to, challenge, dispute, place a call on, or exercise rights of priority against any Person, including a Party, that initiates a New Surface Water Use contrary to the provisions of Subparagraphs 8.4.3, 8.4.4, or 8.4.5. The LCR Adjudication Court or the Norviel Decree Court, as applicable, shall have exclusive jurisdiction to resolve any objections, challenges, disputes, calls, or exercises of rights of priority brought by a Party, including a Tribe or the United States, acting as trustee for a Tribe, a Hopi Allottee, or a Navajo Allottee, pursuant to this Subparagraph.

8.4.7 The United States acting as trustee for Public Domain Allottees shall not object to, dispute, or challenge, on any basis, in the LCR Adjudication or in any other judicial or administrative proceeding, claims to New Surface Water Uses.

8.5 WELLS

8.5.1 Except as provided in Paragraph 9.0, the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not object to, dispute, or challenge, in the LCR Adjudication or any other judicial or administrative proceeding, the withdrawal and Use of Underground Water from a Well even if the Well is capturing or will capture Surface Water; nor shall the Tribes, or the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, place a call or exercise rights of priority against such a withdrawal and Use even if the Well is capturing Surface Water or the Well will capture Surface Water in the future.

8.5.2 Atkinson Trading Company Wells and Wellfield Location in the LCR Alluvium Near Cameron. The Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not object to, dispute, or challenge, in the LCR Adjudication or any other judicial or administrative proceeding, the withdrawal or Use of Water from the two Existing Wells or any replacement Well(s) near Cameron owned by the Atkinson Trading Company, Inc., described in ADWR Certificate of Water Right No. 3930.001 and within the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 22, T29N, R9E, Gila and Salt River Basin Meridian, Coconino County, Arizona, and more particularly shown in the map attached hereto as Exhibit 8.5.2.

8.5.3 In the event the Navajo Nation determines to locate a Well or wellfields in the LCR alluvium near Cameron to meet demand for future Uses, the Navajo Nation shall meet and confer with the Atkinson Trading Company, Inc. to address Well siting in a manner that does not cause injury to Atkinson Trading Company, Inc.'s withdrawal or Use of Water or Water Rights and any such Wells or wellfield shall be sited in a manner as to: (a) avoid Injury to Water Rights of Atkinson Trading Company, Inc.; (b) avoid interference with Atkinson Trading Company, Inc.'s two Existing Wells and any replacement Well(s) and any future Navajo Nation Wells; and (c) maximize aquifer sustainability consistent with scenario 4 in Exhibit 8.5.3.

8.5.4 Exhibit 8.5.4 is the Abstract for the withdrawal and Use of Water from the two Existing Wells owned by the Atkinson Trading Company, Inc. The two Existing Wells and any replacement Well(s) described in Exhibit 8.5.4 shall be subject to the protections and provisions of Subparagraph 8.5.1. Except as provided in Subparagraph 15.5.3, the Parties, the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees agree to the entry of a decree that sets forth the Water Right as described in Exhibit 8.5.4.

8.6 RESERVOIRS

8.6.1 Agreement not to Construct New Reservoirs. Except as provided in Subparagraphs 8.6.2 and 8.6.3, after the Effective Date, the Parties, including the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not construct any New Reservoir outside of the Navajo Reservation, the Hopi Reservation, and the San Juan Southern Paiute Reservation.

8.6.2 Exceptions to Agreement Not to Construct New Reservoirs. After the Effective Date, the Tribes, and United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not object to, dispute, challenge, place a call on, or exercise rights of priority against, in the LCR Adjudication or in any other judicial or administrative proceeding, the impoundment of Water by a New Reservoir in accordance with State law, so long as the New Reservoir:

8.6.2.1 Is wholly contained within a Closed Basin;

8.6.2.2 Is located within the Lower LCR Watershed and the Surface Water stored is used for Municipal Uses in the Lower LCR Watershed;

8.6.2.3 Stores Surface Water that became available for storage as a result of a change in place or purpose of use, or change in point of Diversion within the same Watershed of the LCR, and such change does not cause Injury to Rights to Surface Water;

8.6.2.4 Has no permanent water storage, and is operated solely for flood control purposes;

8.6.2.5 Is permitted by Subparagraph 8.8.2 or Subparagraph 8.8.3;

8.6.2.6 Impounds Effluent;

8.6.2.7 Impounds tailwater that is used to recover operational waste from an Irrigation Use for reuse for any purpose not otherwise prohibited by this Agreement; or

8.6.2.8 Impounds Underground Water.

8.6.3 Future Storage of Surface Water by the Navajo Nation and the Hopi Tribe.

8.6.3.1 Future Storage of Water in Lower LCR Watershed

8.6.3.1.1 Except as provided in Subparagraph 8.6.3.1.2, nothing in this Agreement shall be construed to prevent the Navajo Nation, and the United States acting as trustee for the Navajo Nation in consultation with and upon the agreement of the Navajo Nation, from developing, in accordance with State law: (a) New Reservoirs within the Lower LCR Watershed; or (b) additional capacity in Existing Reservoirs within the Lower LCR Watershed.

8.6.3.1.2 Notwithstanding Subparagraph 8.6.3.1.1, the Navajo Nation and the United States acting as trustee for the Navajo Nation shall not develop or construct New Reservoirs or develop or construct additional capacity in Existing Reservoirs within the Upper Clear Creek, Lower Clear Creek, and Walnut

Creek United States Geological Survey hydrologic unit codes as depicted on the map attached hereto as Exhibit 8.8.2.

8.6.3.2 The Hopi Tribe shall have the right to share up to fifty (50) percent of the yield available to the Navajo Nation or the Hopi Tribe from projects utilizing or bordering Hopi Lands, provided that the Hopi Tribe pays its allocable share of the capital and OM&R costs. Without limiting the generality of the foregoing, the foregoing specifically includes the ability to participate in any future arrangement with the City of Winslow to enlarge McHood Reservoir and share the enlarged capacity. The Hopi Tribe shall grant easements to the Navajo Nation for the impoundment and conveyance of Surface Water on or across Hopi Lands in the Three Canyon Area if said easements are required for any such joint project.

8.6.3.3 Nothing in this Agreement shall create any right of access or easement to impound or convey Surface Water upon or over land owned by another Person.

8.6.4 Operation, Maintenance or Modification of Reservoirs. After the Effective Date, the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees shall not object to, dispute, challenge, place a call on, or exercise rights of priority against the following, in the LCR Adjudication or in any other judicial or administrative proceeding:

8.6.4.1 The operation or maintenance of any Existing Reservoir, or of any New Reservoir not prohibited by Subparagraph 8.6.1, including de-siltation, draining, dredging, lining to prevent seepage, or any appropriate maintenance of or replacement

of any dam, weir, or headgate, so long as: (a) the operation, maintenance, or replacement is consistent with the operating criteria, if any, specified in the decree entered by the LCR Adjudication Court; and (b) the original storage entitlement is not exceeded; and

8.6.4.2 The modification, reconstruction, or replacement of any Existing Reservoir, or of any New Reservoir not prohibited by Subparagraph 8.6.1, including any change in location of a Reservoir as part of such modification, reconstruction, or replacement, and any increase in the capacity of a Reservoir to replace the original capacity lost due to infiltration, sedimentation, or dam failure, so long as: (a) the original storage entitlement is not exceeded; and (b) the location of any such Reservoir remains within the same Watershed of the LCR.

8.6.5 Operation, Modification or Enlargement of Other Impoundments. After the Effective Date, the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees shall not object to, dispute, challenge, place a call on, or exercise rights of priority against the following, in the LCR Adjudication or in any other judicial or administrative proceeding:

8.6.5.1 The operation, modification, or enlargement of Impoundments containing Effluent within the LCR Watershed, in accordance with State law;

8.6.5.2 Tailwater ponds existing as of the Effective Date that are used to recover operational waste from an Irrigation Use for reuse for any purpose not otherwise prohibited by this Agreement; and

8.6.5.3 The operation, modification or enlargement of Impoundments containing Underground Water, in accordance with State law.

8.6.6 The Parties, including the Tribes and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, retain the right to object to, challenge, dispute, place a call on, or exercise rights of priority against any Party or any Person that constructs a New Reservoir other than as provided in Subparagraphs 8.6.2 or 8.6.3. The LCR Adjudication Court shall have exclusive jurisdiction to resolve any objections, challenges, disputes, calls, or exercises of rights of priority brought by the Parties, including a Tribe, or the United States, acting as trustee for a Tribe, a Hopi Allottee, or a Navajo Allottee, pursuant to this Subparagraph.

8.6.7 The Navajo Nation, and the United States acting as trustee for the Navajo Nation and Navajo Allottees, retain the right to object to, challenge, dispute, place a call on, or exercise rights of priority against any Party or any Person that operates, maintains, modifies, relocates, alters, or enlarges an Existing Reservoir other than as provided in Subparagraphs 8.6.4 and 8.6.5, if the Navajo Nation or the United States acting in its capacity as trustee for the Navajo Nation and Navajo Allottees, can demonstrate that such operation, maintenance, modification, relocation, alteration, or enlargement causes an Injury to Rights to Surface Water. The LCR Adjudication Court shall have exclusive jurisdiction to resolve any objections, challenges, disputes, calls, or exercises of rights of priority brought by the Navajo Nation, or the United States acting as trustee for the Navajo Nation or a Navajo Allottee, pursuant to this Subparagraph.

8.7 APPLICATION FOR SEVERANCE AND TRANSFER, CHANGE IN PLACE OF USE OR PURPOSE OF USE, OR CHANGE IN POINT OF DIVERSION OF A SURFACE WATER USE

8.7.1 After the Enforceability Date, an application for severance and transfer, change in place of Use or purpose of Use, or change in point of Diversion of a decreed Right to Surface Water by the Tribes, or the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, and in consultation with and upon the agreement of the relevant Tribe, shall be filed with the LCR Adjudication Court. The LCR Adjudication Court shall give notice of any such application to the Court-approved mailing list by electronic means, and direct ADWR to publish notice of the application as ordered by the LCR Adjudication Court. The LCR Adjudication Court may request technical assistance from ADWR in connection with the processing of an application. The decision to grant or deny an application, in whole or in part, shall be made by the LCR Adjudication Court.

8.7.2 The LCR Adjudication Court shall conduct any hearings on an application for severance and transfer, change in place of Use or purpose of Use, or change in point of Diversion of a Surface Water Use filed pursuant to Subparagraph 8.7.1 in the county in which the existing point of Diversion for the Surface Water Use is located.

8.7.3 Except as provided in Subparagraph 8.7.4, after the Effective Date, the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not object to, dispute, or challenge, in the LCR Adjudication or any other judicial or administrative proceeding, any application:

8.7.3.1 For severance and transfer, change in place of Use or purpose of Use, or change in point of Diversion for a Use of Surface Water; or

8.7.3.2 To relocate an Existing Reservoir, so long as the relocated Reservoir remains in the same Watershed of the LCR.

8.7.4 Subparagraph 8.7.3 shall not apply to the following objections, disputes, or challenges:

8.7.4.1 By the Hopi Tribe, if an application to sever and transfer a Use of Surface Water or an application for a change in purpose of a Use of Surface Water is for a right granted by the Norviel Decree and the application proposes to sever and transfer the use to a point upstream of the Diversions for the 26 Bar Ranch, and the Hopi Tribe can demonstrate that the proposed severance and transfer will cause harm to the Hopi Tribe's rights granted by the Norviel Decree.

8.7.4.2 By a Tribe, or the United States acting as trustee for a Tribe, a Navajo Allottee, or a Hopi Allottee, in consultation with and upon the agreement of the Tribes, to an application to sever and transfer the storage rights of a reservoir with a storage capacity of greater than 500 acre-feet, other than C.C. Cragin Reservoir as provided in Subparagraph 8.8.2 or Lake Mary Reservoirs as provided in Subparagraph 8.8.3, if the Tribe or the United States can demonstrate that the requested severance and transfer will cause Injury to Rights to Surface Water.

8.7.4.3 By the successors in interest of a Tribe for land owned in fee by a Tribe, unless the successor in interest is a Tribe.

8.7.5 Any Water Rights decreed by the Norviel Decree shall retain their character as State based Water Rights, regardless of the identity of the owner and regardless of whether the Water Rights are held in trust for a Tribe.

8.8 TRANSPORTATION OF SURFACE WATER AWAY FROM THE LCR WATERSHED

8.8.1 With the exception of the right to Divert and transport Surface Water from C.C. Cragin Reservoir for use outside the LCR Watershed as provided in Subparagraph 8.8.2 and the right to Divert and transport Surface Water from Lake Mary Reservoirs and other Surface Water rights owned by the City of Flagstaff for Use outside of the LCR Watershed as provided in Subparagraph 8.8.3 and set forth in Exhibit 8.2.1.1D, after the Effective Date, the Parties shall not transport Surface Water Diverted within the LCR Watershed for Use outside of the LCR Watershed.

8.8.2 C.C. Cragin Reservoir; Surface Water Transportation, Severance and Transfer and Change in Purpose of Use. This Subparagraph 8.8.2 addresses rights to Surface Water and Uses at C.C. Cragin Reservoir. To the extent that other provisions in Paragraph 8.0 conflict with this Subparagraph 8.8.2, the terms of this Subparagraph 8.8.2 shall control. As of the Effective Date, Certificate of Water Right Nos. 3696.0002 and 3696.0003 for C.C. Cragin Reservoir, and associated amendments to those certificates, permit the transportation of Surface Water from C.C. Cragin Reservoir for Use outside of the LCR Watershed. Except as provided in Subparagraph 15.5.3, after the Effective Date, the Parties, including the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not object to, dispute, or challenge, in the LCR Adjudication or in any other judicial or administrative

proceeding: (a) the Water Right as evidenced by the Certificates of Water Right or any associated amendments to the Certificates of Water Right for C.C. Cragin Reservoir; (b) the severance and transfer of all or any portion of the right to Use Surface Water from C.C. Cragin Reservoir to a location outside of the LCR Watershed in accordance with State law; (c) the change in purpose of use of all or any portion of the right to use Surface Water from C.C. Cragin Reservoir in accordance with State law; or (d) the operation, maintenance, modification, reconstruction, or replacement of C.C. Cragin Reservoir, including the relocation of C.C. Cragin Reservoir within the Upper Clear Creek and Lower Clear Creek United States Geological Survey hydrologic unit codes and depicted on the map attached hereto as Exhibit 8.8.2 as part of any modification, reconstruction, or replacement; or (e) the increase in capacity of C.C. Cragin Reservoir to replace the original capacity lost to sedimentation or catastrophic dam failure.

8.8.3 This Subparagraph 8.8.3 addresses rights to Surface Water and Uses at Lake Mary Reservoirs. To the extent that other provisions in Paragraph 8.0 conflict with this Subparagraph 8.8.3, the terms of this Subparagraph 8.8.3 shall control. Except as provided in Subparagraph 15.5.3, after the Effective Date, the Parties, including the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not object to, dispute, or challenge, in the LCR Adjudication or in any other judicial or administrative proceeding, any of the City of Flagstaff's rights to Surface Water and Uses described in Abstracts set forth in Exhibit 8.2.1.1D, or the change in point of Diversion or place of Use for the City of Flagstaff rights to Surface Water and Uses, including the Lake Mary Reservoirs in accordance with State law; or the operation, maintenance, modification, reconstruction, or replacement of the Lake Mary Reservoirs or to commingle Water in the Lake Mary Reservoirs, including the relocation of all or

any portion of the Lake Mary Reservoirs within the Lake Mary Watershed as more particularly described in Exhibit 8.8.3, as part of such modification, reconstruction, or replacement; or the increase in capacity of the Lake Mary Reservoirs to commingle Water or to replace the original capacity lost to infiltration, sedimentation, or dam failure.

8.8.4 The Parties, including the Tribes and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, retain the right to object to, challenge, or dispute the Diversion and transportation of Surface Water for Use outside the LCR Watershed that is contrary to the prohibition in Subparagraph 8.8.1. The LCR Adjudication Court shall have exclusive jurisdiction to resolve any objections, challenges, disputes, calls, or exercises of rights of priority brought by the Parties, including a Tribe or the United States, acting as trustee for a Tribe, a Hopi Allottee, or a Navajo Allottee, pursuant to this Subparagraph.

8.9 AGREEMENT NOT TO ASSERT FORFEITURE OR ABANDONMENT OF EXISTING SURFACE WATER USES

Due to the unique conditions in the LCR Watershed, including human-made depletions and changes in LCR channel conditions, the LCR is no longer a perennial river. Based on gage data, the LCR near Holbrook is typically dry during the spring and only regularly flows during monsoon storms. The LCR flow near Winslow is generally divided into two seasonal flow periods during summer monsoon storms and during spring snowmelt mostly from the Three Canyon Area. In recognition of this, and with the twin purposes of protecting the spring and monsoon flood flows that reach the Navajo Reservation and protecting existing upstream Uses, the Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not object to, dispute, or challenge, in the LCR Adjudication or any other judicial

or administrative proceeding, Existing Surface Water Uses on the basis of forfeiture or abandonment. Except as provided in Subparagraph 15.5.3, no Party, directly or indirectly through an agent or other third-party acting on its behalf, shall object to, dispute, or challenge, in the LCR Adjudication or any other judicial or administrative proceeding, the Hopi Tribe's rights granted by the Norviel Decree on the basis of forfeiture or abandonment.

8.10 BURDEN OF PROOF

The Navajo Nation, and the United States acting as trustee for the Navajo Nation and Navajo Allottees, shall bear the burden of proof when asserting claims for Injury to Rights to Surface Water pursuant to this Paragraph 8.0.

9.0 OFF—RESERVATION GROUNDWATER WITHDRAWALS AND USES WITHIN THE LCR WATERSHED

9.1 This Paragraph 9.0 applies only to Groundwater withdrawals and Uses within the LCR Watershed and outside of the Navajo Reservation, the Hopi Reservation, and the San Juan Southern Paiute Reservation.

9.2 EXPANDED DEFINITION OF TRIBES

For purposes of this Paragraph 9.0, "Tribes" shall mean the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe, and their agents or any third-party acting on their behalf. The expanded definition of Tribes does not apply to the United States when acting as trustee for the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, Hopi Allottees, Navajo Allottees, and Public Domain Allottees.

9.3 WITHDRAWAL AND USE OF GROUNDWATER BY ANY PERSON OUTSIDE THE BUFFER ZONES

The Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not object to, dispute, or challenge the withdrawal or Use of Groundwater from any Off-Reservation Well located outside the Buffer Zones, or the drilling or replacement of any Well for the withdrawal and Use of Groundwater located outside the Buffer Zones, in the LCR Adjudication or any other judicial or administrative proceeding. For purposes of this Subparagraph 9.3, any Well located on land owned or claimed to be owned by Atkinson Trading Company, Inc. as described in Subparagraphs 8.5.2 and 8.5.4 shall be considered an Off-Reservation Well located outside the Buffer Zones.

9.4 CATALOGING EXISTING WELLS WITHIN THE BUFFER ZONES; RETENTION OF CLAIMS AGAINST PUMPING EXCEEDANCES

9.4.1 Cataloging Existing Wells Located within the Buffer Zones.

Within 24 months after the Enactment Date, ADWR shall compile a catalog that identifies all Existing Wells within Buffer Zone 1 and all Existing Wells within Buffer Zone 2, other than Existing Wells on lands held in trust by the United States for the benefit of a Tribe. In compiling the catalog, ADWR shall use information in ADWR's records as of the Enactment Date. The catalog shall identify each Existing Well required to be included in the catalog by well registration number, and shall include the following information for each Existing Well if the information is available in ADWR's records: location by legal description, and as determined through the use of global positioning system units; owner; casing diameter; the larger of the Well capacity (if equipped) or the casing diameter set forth in the chart below; and date of completion (if known). For unequipped Existing Wells required to be included in the catalog, the following capacities shall be assigned:

Casing Diameter (inches)	Capacity (AFY)
4	87
5	136
6	196
8	348
10	544
12	784
14	1067
16 or larger	1400

9.4.1.1 Before completing the catalog, ADWR shall post a draft of the catalog on its website, publish notice of the posting of the draft of the catalog in a newspaper of general circulation in the county or counties in which the Buffer Zones are located and send written notice of the posting of the draft of the catalog by first-class mail to each owner of a Non-Exempt Well in the Buffer Zones, other than the owner of an Existing Well on land held in trust by the United States for the benefit of a Tribe, at the owner's address on file with ADWR. The notice shall state that any Existing Well owner may contact ADWR within 180 days after the date of the notice to provide ADWR with information to correct any errors or omissions in the catalog.

9.4.1.2 Once the catalog is completed, ADWR shall submit the catalog to the LCR Adjudication Court for approval, and provide notice: (1) by electronic means, to the LCR Adjudication Court approved mailing list; and (2) by first class mail, to the Parties, all Persons that filed Statements of Claimant for Water sources located in the Buffer Zones, other than for lands held in trust by the United States for the benefit of a Tribe, and all Persons who own Existing Wells identified in the catalog.

9.4.1.3 Any Person, including the Tribes and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, who owns an Existing Well within the Buffer Zones may object to the catalog of Existing Wells in the same Buffer Zone only on the basis that information concerning a Well or Wells in the catalog is inaccurate, or that an Existing Well was omitted from the catalog. The LCR Adjudication Court shall conduct hearings on any objections, revise the catalog if needed to reflect the resolution of objections, and then approve the catalog. Upon application to the LCR Adjudication Court prior to approval of the catalog, and upon a showing of good cause, the catalog may be supplemented to include any Existing Wells that were required to be included in the catalog but were omitted, to correct any inaccurate information concerning an Existing Well or to remove a Well from the catalog that was not existing as of the Effective Date.

9.4.1.4 Any Existing Well that is required to be included in the catalog by this Subparagraph 9.4.1, but is not included in the catalog as approved by the LCR Adjudication Court, shall be treated as a New Well.

9.4.1.5 The Tribes, and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not object to, dispute, or challenge the withdrawal or Use of Groundwater from the Existing Wells listed in the catalog approved by the LCR Adjudication Court, unless:

9.4.1.5.1 An Existing Well within Buffer Zone 1 withdraws an amount in a given Year that exceeds the Well's capacity as set forth in the catalog; or

9.4.1.5.2 An Existing Well within Buffer Zone 2 withdraws an amount that exceeds the Well's capacity as set forth in the catalog, or 500 GPM, or a volume of 800 AFY, whichever is greater.

9.4.1.6 The Navajo Nation, and the United States acting as trustee for the Navajo Nation and Navajo Allottees, retain claims for injury to rights to Groundwater caused by withdrawals of Groundwater from an Existing Well within Buffer Zone 1, to the extent that the withdrawals in a given Year exceed the Existing Well's capacity set forth in the catalog. The claim against the owner of an Existing Well within Buffer Zone 1, as described in this Subparagraph, shall be brought in the LCR Adjudication Court, which shall have exclusive jurisdiction over such disputes.

9.4.1.7 The Navajo Nation and the United States acting as trustee for the Navajo Nation and Navajo Allottees retain claims for injury to rights to Groundwater caused by withdrawals of Groundwater from an Existing Well within Buffer Zone 2, to the extent that the withdrawals exceed the capacity of the Existing Well as set forth in the catalog, or a capacity of 500 GPM or a volume of 800 AFY, whichever is greater. The claim against the owner of an Existing Well within Buffer Zone 2, as described in this Subparagraph, shall be brought in the LCR Adjudication Court, which shall have exclusive jurisdiction over such disputes.

9.4.2 Replacement of Existing Wells.

9.4.2.1 Any Existing Well within Buffer Zone 1 may be replaced with a Well that is: (a) limited to the same capacity as the original Existing Well, as provided in Subparagraph 9.4.1; and (b) located at a site no farther than 660 feet from the location

of the original Existing Well. The original Existing Well may be operated in conjunction with the replacement Well as long as the combined withdrawals from both Wells does not exceed the pumping capacity of the original Existing Well.

9.4.2.2 Any Existing Well within Buffer Zone 2 may be replaced with a Well that is: (a) limited to a pumping capacity the same as the original Existing Well, or, if the pumping capacity of the original Well was less than 500 GPM, to a pumping capacity no greater than 500 GPM; and (b) located at a site no farther than 660 feet from the location of the original Existing Well; and (c) outside Buffer Zone 1. The original Existing Well may be operated in conjunction with the replacement Well as long as the combined Groundwater withdrawal from both Wells does not exceed the pumping capacity of the original Existing Well.

9.4.2.3 An Existing Well that is replaced as provided in this Subparagraph 9.4.2 is not a New Well.

9.4.2.4 The owner of an Existing Well that is replaced as provided in this Subparagraph 9.4.2 shall provide notice to the LCR Adjudication Court that the Well has been replaced and request that the catalog of Existing Wells described in Subparagraph 9.4.1 be updated to reflect the new location of the Well and any other changes in the description of the Well as set forth in the catalog.

9.5 EXEMPT WELLS WITHIN THE BUFFER ZONES.

Exempt Wells within the Buffer Zones, regardless of when they are drilled or equipped, shall not be cataloged. The Tribes, and the United States acting as trustee for the Tribes, Hopi

Allottees, and Navajo Allottees, shall not object to, dispute, or challenge, in the LCR Adjudication or any other judicial or administrative proceeding, the drilling or replacement of Exempt Wells or the withdrawal and Use of Groundwater from Exempt Wells within the Buffer Zones, regardless of when the Exempt Wells are drilled or equipped.

9.6 NEW WELLS WITHIN BUFFER ZONE 1

The Navajo Nation, and the United States acting as trustee for the Navajo Nation and Navajo Allottees, retain claims for injury to rights to Groundwater caused by the withdrawal of Groundwater from a New Well within Buffer Zone 1. The claim against the owner of a New Well within Buffer Zone 1, as described in this Subparagraph, shall be brought in the LCR Adjudication Court, which shall have exclusive jurisdiction over such disputes.

9.7 NEW WELLS WITHIN BUFFER ZONE 2

For purposes of this Subparagraph 9.7, a series of New Wells within Buffer Zone 2 that serves the same facility shall be considered a single New Well.

9.7.1 The Tribes and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees, shall not object to, dispute, or challenge the withdrawal or Use of Groundwater from any New Well within Buffer Zone 2, or the drilling of any Well for the withdrawal and Use of Groundwater within Buffer Zone 2, in the LCR Adjudication or any other judicial or administrative proceeding, if the New Well is equipped with a pumping capacity of 500 GPM or less.

9.7.2 Except as provided in Subparagraph 9.7.4, the Navajo Nation, and the United States acting as trustee for the Navajo Nation and Navajo Allottees, retain claims for injury to

rights to Groundwater caused by the withdrawal of Groundwater from a New Well within Buffer Zone 2 that is equipped with a pumping capacity greater than 500 GPM. The claim against the owner of the New Well within Buffer Zone 2, as described in this Subparagraph, shall be brought in the LCR Adjudication Court, which shall have exclusive jurisdiction over such disputes.

9.7.3 A New Well located on land that is ASLD Land as of the Effective Date in Sections 6 and 12, T20N R11E, and Section 36, T21N R10E, shall be limited to 500 GPM or less.

9.7.4 Notwithstanding Subparagraph 9.7.2, the Navajo Nation, and the United States acting as trustee for the Navajo Nation and Navajo Allottees, shall not retain claims for injury to rights to Groundwater caused by the withdrawal of Groundwater from a New Well within Buffer Zone 2 with a capacity greater than 500 GPM, so long as the New Well complies with the “Well Spacing Configuration” defined below.

9.7.4.1 Pursuant to the “Well Spacing Configuration”, to construct a New Well of greater than 500 GPM, there shall be an offset of acreage, the “Restricted Pumping Acreage,” where no other New Wells can be drilled. “Restricted Pumping Acreage” shall mean the number of acres upon which New Well pumping shall be restricted within Buffer Zone 2 and shall be calculated pursuant to the following formula:

$$\text{New Well GPM} \times 1.25 \text{ acres} = \text{Restricted Pumping Acreage.}$$

And in other words,

$$\text{Restricted Pumping Acreage} \times (0.8) = \text{maximum New Well GPM against which a claim is not retained.}$$

For example, for a 1,000 GPM New Well, 1,250 acres [1,000 x 1.25] shall be required as Restricted Pumping Acreage within Buffer Zone 2.

As an additional example, two sections of 640 acres totaling 1,280 acres would provide sufficient Restricted Pumping Acreage to allow for a 1,024 GPM [1,280 x 0.8] New Well in Buffer Zone 2.

9.7.4.2 Restricted Pumping Acreage need not be contiguous to the parcel housing the New Well (the "New Well Parcel"), but all Restricted Pumping Acreage must be within five miles of the New Well. Consistent with the Navajo Nation's objective to protect against pumping impacts on the Navajo Reservation, Restricted Pumping Acreage shall be identified as those parcels located closest to the Navajo Reservation boundary within Buffer Zone 2. An identification of the Restricted Pumping Acreage shall be provided in writing to the Navajo Nation.

9.7.5 ASLD agrees, solely for the benefit of the Red Gap Ranch Regional Pipeline Project, that:

9.7.5.1 A New Well that is: (a) located on land that is ASLD Land as of the Effective Date; (b) within Buffer Zone 2; (c) within or adjacent to Red Gap Ranch as identified on Exhibit 3.1.134A; and (d) west of Highway 99 shall be limited to a pumping capacity of 500 GPM or less.

9.7.5.2 A New Well that is: (a) located on land that is ASLD land as of the Effective Date; (b) within Buffer Zone 2; and (c) within two miles east of Highway 99 may have a pumping capacity of greater than 500 GPM for a single use only if (1) it complies

with the Well Spacing Configuration requirements described in Subparagraph 9.7.4, and (2) the City of Flagstaff provides its prior written consent, to be reasonably withheld only for the benefit of the Red Gap Ranch Regional Pipeline Project.

9.8 BURDEN OF PROOF

The Navajo Nation and the United States acting as trustee for the Navajo Nation and Navajo Allottees shall bear the burden of proof when asserting claims for injury to rights to Groundwater pursuant to this Paragraph 9.0.

9.9 ADWR NOTICE

After the Effective Date, ADWR shall make its best efforts to cause reasonable notice to be made available to persons intending to drill a New Well or replace an Existing Well in Buffer Zone 1 or Buffer Zone 2 of the potential claims available to the Tribes and the United States acting as trustee for the Tribes, Hopi Allottees, and Navajo Allottees pursuant to Subparagraphs 9.6 and 9.7. ADWR shall make its best efforts to provide a copy of such notices to the Navajo Nation and the Hopi Tribe.

9.10 IN LIEU AGREEMENTS

The Agreement between the Navajo Nation, the Hopi Tribe, the United States acting as trustee for the Navajo Nation and the Hopi Tribe, Bar T Bar, and the Arizona State Land Department is attached as Exhibit 9.10 hereto. To the extent that the terms of Paragraph 9.0 conflict with the terms of Exhibit 9.10, the terms of Exhibit 9.10 shall govern the rights and obligations of the parties to that Exhibit.

10.0 NAVAJO NATION WATER DELIVERY CONTRACTS AND RELATED PROVISIONS

10.1 WATER DELIVERY CONTRACTS

The Secretary shall contract with the Navajo Nation for delivery and Use of the Water described in Subparagraphs 4.7, 4.8 and 4.9.

10.1.1 Navajo Nation Upper Basin Colorado River Water

Pursuant to section 6 of the Act, the Secretary shall negotiate and execute one or more contracts for the delivery and Use of Navajo Nation Upper Basin Colorado River Water.

10.1.2 Navajo Nation Cibola Water

Pursuant to section 6 of the Act, the Secretary shall negotiate and execute one or more contracts for the delivery and Use of Navajo Nation Cibola Water.

10.1.3 Navajo Nation Fourth Priority Water

Pursuant to section 6 of the Act, the Secretary shall negotiate and execute one or more contracts for the delivery and Use of Navajo Nation Fourth Priority Water.

10.2 TERMS OF WATER DELIVERY CONTRACTS

10.2.1 A Navajo Nation Water Delivery Contract shall become effective on the Enforceability Date and, once effective, shall be permanent and without limit as to term. The United States shall waive Colorado River Storage Project standby charges and delivery charges and annual administration fees as provided in section 6 of the Act.

10.2.2 Except for storage by the Navajo Nation at the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico, a Navajo Nation Water Delivery Contract shall not permit the Use of the Water outside of the State.

10.2.3 A Navajo Nation Water Delivery Contract shall not, either temporarily or permanently, alter or reduce the State's annual Lower Basin apportionment pursuant to the Boulder Canyon Project Act of 1928, 43 U.S.C. 617, et seq., as amended, and the Decree, or annual Upper Basin apportionment pursuant to the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in Title 45, Chapter 7, Article 3 of the Arizona Revised Statutes.

10.2.4 Nothing in a Navajo Nation Water Delivery Contract shall alter or impair the State's rights, authorities, and interests under the Boulder Canyon Project Act of 1928, 43 U.S.C. 617, et seq., as amended, the contract between the United States and the State of Arizona dated February 9, 1944, or the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in Title 45, Chapter 7, Article 3 of the Arizona Revised Statutes, or the Decree.

10.2.5 A Navajo Nation Water Delivery Contract shall not limit the State's ability to seek or advocate changes in the Colorado River system's operating rules, criteria or guidelines as they apply to the State's apportionments from the Upper Basin and the Lower Basin.

10.2.6 In the event that a Navajo Nation Water Delivery Contract will result in the delivery of Upper Basin Colorado River Water to the Lower Basin or Lower Basin Colorado River Water to the Upper Basin, the Secretary shall confer with the State prior to executing such Navajo Nation Water Delivery Contract concerning: (a) the impact of the Water deliveries on the availability of Upper Basin or Lower Basin Colorado River Water within the State; (b) Reclamation's annual accounting for such Water on the State's Colorado River apportionments

in the Upper Basin and Lower Basin; and, if appropriate (c) the impact on the operations of the Central Arizona Project.

10.2.7 A Navajo Nation Water Delivery Contract shall identify: (a) the Water's place(s) of Use; (b) the purpose of the Water's Use(s) during the term of the contract; (c) the mechanism(s) for delivery of the Water; and (d) each point of Diversion under the contract.

10.2.8 Water Service Contract No. 09-WC-40-318 between the United States and the Navajo Nation dated December 23, 2009 for the delivery of up to 950 AFY of water from Lake Powell to the Navajo Nation for municipal and industrial Use within the Community of LeChee shall be replaced with a Navajo Nation Water Delivery Contract for the delivery of Navajo Nation Upper Basin Colorado River Water that complies with all the terms and conditions in this Subparagraph 10.2. Upon the Enforceability Date, Water Service Contract No. 09-WC-40-318 shall terminate.

10.2.9 A Navajo Nation Water Delivery Contract shall not prejudice the interests of the State, or serve as precedent against the State, in any litigation related to the apportionment, Diversion, storage, or Use of Water from the Colorado River system as defined in Article II(a) of the Decree.

10.2.10 In the case of a conflict between a Navajo Nation Water Delivery Contract and this Agreement, this Agreement shall control.

10.2.11 Any material amendment or modification of a Navajo Nation Water Delivery Contract shall comply with all of the terms and conditions in this Subparagraph 10.2.

10.3 CONDITIONS OF DELIVERY

10.3.1 Curtailment of Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water Diverted Above Lee Ferry. Deliveries of Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water effected by the Diversion of Water from the Colorado River above Lee Ferry shall be curtailed during shortages of Colorado River Water to the same extent as other non-CAP Fourth Priority Colorado River Water supplies. Nothing herein precludes the Navajo Nation from firming its Lower Basin Colorado River Water.

10.3.2 Accounting for the Type of Water Delivered. In accordance with section 17 of the Act, deliveries of Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water effected by the Diversion of Water from the Colorado River above Lee Ferry shall be accounted for as deliveries of Lower Basin Colorado River Water.

10.3.3 Accounting Regardless of the Place of Use or Point of Diversion.

10.3.3.1 In accordance with section 17 of the Act, all Navajo Nation Upper Basin Colorado River Water delivered to and consumptively used by the Navajo Nation or its lessees or exchange partners pursuant to this Agreement shall be accounted for: (a) as if such use had occurred in the Upper Basin, regardless of the point of Diversion or place of Use; and (b) as part of the 50,000 acre-feet of Upper Basin Colorado River Water apportioned to the State of Arizona in Article III(a)(1) of the Upper Colorado River Basin Compact of 1948.

10.3.3.2 In accordance with section 17 of the Act, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water delivered to and consumptively used by the Navajo Nation or its lessees or exchange partners pursuant to this Agreement shall be

accounted for: (a) as if such use had occurred in the Lower Basin, regardless of the point of Diversion or place of Use; and (b) as part of the 2.8 million acre-feet of Lower Basin Colorado River Water apportioned to the State of Arizona in Article II(B)(1) of the Decree.

10.3.4 Accounting for Upper Basin Diversions as Lower Basin Deliveries. In accordance with section 17 of the Act, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water Diverted from the Colorado River or its tributaries above Lee Ferry shall be accounted for as if such water had been delivered to the Lower Basin at Lee Ferry for purposes of Article III(d) of the Colorado River Compact.

10.4 LEASES AND EXCHANGES; LESSEE RESPONSIBILITY FOR CHARGES

10.4.1 Leases for Use or Storage on the Navajo Reservation. The Navajo Nation may lease Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water for Use or storage on the Navajo Reservation in accordance with Navajo Nation leasing regulations and applicable federal law.

10.4.2 Leases and Exchanges for Use or Storage off of the Navajo Reservation. With the approval of the Secretary, the Navajo Nation may enter into contracts to lease, options to lease, contracts to exchange or options to exchange Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, or Navajo Nation Fourth Priority Water. CAWCD's approval shall also be required to deliver Water through the CAP System in any such transaction. Contracts to lease and options to lease shall be for a term not to exceed one hundred (100) years. Contracts to exchange or options to exchange shall be for the term provided for in each such contract or

option. The Navajo Nation may renegotiate any lease, at any time during the term of that lease provided the term of such renegotiated lease does not exceed one hundred (100) years. Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, or Navajo Nation Fourth Priority Water shall not be permanently alienated.

10.4.3 Lessee Responsibility for Charges. Notwithstanding Subparagraph 10.2, any lessee of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, or Navajo Nation Fourth Priority Water shall be responsible for all charges and fees associated with the delivery of such water.

10.4.4 All contracts to lease, exchange, or store Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, or Navajo Nation Fourth Priority Water shall identify: (a) the Water's place(s) of Use or places of storage; (b) the purpose of the Water's Use(s) during the term of the contract; (c) the mechanism(s) for delivery of the Water; and (d) each point of Diversion under the contract. A contract to lease, exchange, or store Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, or Navajo Nation Fourth Priority Water shall not conflict with the Act or this Agreement.

10.5 ENTITLEMENT TO LEASE AND EXCHANGE MONIES

The Navajo Nation, and not the United States in any capacity, shall be entitled to all consideration due to the Navajo Nation under any contracts to lease, options to lease, contracts to exchange or options to exchange Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water or Navajo Nation Fourth Priority Water. The United States in any capacity shall have no trust obligation or other obligation to monitor, administer or account for, in any manner, any monies received by the Navajo Nation as consideration under any such contracts to

lease, options to lease, contracts to exchange, or options to exchange Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water.

11.0 HOPI TRIBE WATER DELIVERY CONTRACTS AND RELATED PROVISIONS

11.1 WATER DELIVERY CONTRACTS

The Secretary shall contract with the Hopi Tribe for delivery and Use of the Water described in Subparagraphs 5.7 and 5.8.

11.1.1 Hopi Tribe Upper Basin Colorado River Water.

Pursuant to section 6 of the Act, the Secretary shall negotiate and execute one or more contracts for the delivery and Use of the Hopi Tribe Upper Basin Colorado River Water.

11.1.2 Hopi Tribe Cibola Water

Pursuant to section 6 of the Act, the Secretary shall negotiate and execute the Hopi Tribe Settlement Cibola Contract.

11.2 TERMS OF WATER DELIVERY CONTRACTS

11.2.1 A Hopi Tribe Water Delivery Contract shall become effective on the Enforceability Date and, once effective, shall be permanent and without limit as to term. The United States shall waive Colorado River Storage Project standby charges and delivery charges and annual administration fees as provided in section 6 of the Act.

11.2.2 A Hopi Tribe Water Delivery Contract shall not permit the Use of the Water outside of the State.

11.2.3 A Hopi Tribe Water Delivery Contract shall not, either temporarily or permanently, alter or reduce the State's annual Lower Basin apportionment pursuant to the Boulder Canyon Project Act of 1928, 43 U.S.C. 617, et seq., as amended or the Decree, or annual Upper Basin apportionment pursuant to the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in Title 45, Chapter 7, Article 3 of the Arizona Revised Statutes.

11.2.4 Nothing in a Hopi Tribe Water Delivery Contract shall alter or impair the State's rights, authorities, and interests under the Boulder Canyon Project Act of 1928, 43 U.S.C. 617, et seq., as amended, the contract between the United States and the State of Arizona dated February 9, 1944, or the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in Title 45, Chapter 7, Article 3 of the Arizona Revised Statutes or the Decree.

11.2.5 A Hopi Tribe Water Delivery Contract shall not limit the State's ability to seek or advocate changes in the Colorado River system's operating rules, criteria or guidelines as they apply to the State's apportionments from the Upper Basin and the Lower Basin.

11.2.6 In the case of a conflict between a Hopi Tribe Water Delivery Contract and this Agreement, this Agreement shall control.

11.2.7 Any material amendment or modification of a Hopi Tribe Water Delivery Contract shall comply with all of the terms and conditions in this Subparagraph 11.2.

11.2.8 In the event that a Hopi Tribe Water Delivery Contract will result in the delivery of Upper Basin Colorado River Water to the Lower Basin or Lower Basin Colorado River Water to the Upper Basin, the Secretary shall confer with the State prior to executing of such Hopi

Tribe Water Delivery Contract concerning: (a) the impact of the Water deliveries on the availability of Upper Basin or Lower Basin Colorado River Water within the State; (b) Reclamation's annual accounting for such Water on the State's Colorado River apportionments in the Upper Basin and Lower Basin; and if appropriate, (c) the impact on the operations of the Central Arizona Project.

11.2.9 A Hopi Tribe Water Delivery Contract shall identify: (a) the Water's place(s) of Use; (b) the purpose of the Water's Use(s) during the term of the contract; (c) the mechanism(s) for delivery of the Water; and (d) each point of Diversion under the contract.

11.2.10 A Hopi Tribe Water Delivery Contract shall not prejudice the interests of the State, or serve as precedent against the State, in any litigation related to the apportionment, Diversion, storage, or Use of Water from the Colorado River system as defined in Article II(a) of the Decree.

11.3 CONDITIONS OF DELIVERY

11.3.1 Curtailment of Fourth Priority Hopi Tribe Cibola Water Diverted Above Lee Ferry. Deliveries of Hopi Tribe Cibola Water effected by the Diversion of Water from the Colorado River above Lee Ferry shall be curtailed during shortages of Colorado River Water to the same extent as other non-CAP Fourth, Fifth, and Sixth Priority Colorado River Water supplies, as applicable. Nothing herein precludes the Hopi Tribe from firming its Lower Basin Colorado River Water.

11.3.2 Accounting for the Type of Water Delivered. In accordance with section 17 of the Act, all deliveries of Hopi Tribe Cibola Water effected by the Diversion of Water from the

Colorado River above Lee Ferry shall be accounted for as deliveries of Fourth, Fifth or Sixth Priority Colorado River Water, as applicable.

11.3.3 Accounting Regardless of the Place of Use or Point of Diversion.

11.3.3.1 In accordance with section 17 of the Act, all Hopi Tribe Cibola Water delivered to and consumptively used by the Hopi Tribe or its lessees or exchange partners pursuant to this Agreement shall be accounted for: (a) as if such use had occurred in the Lower Basin, regardless of the point of Diversion or place of Use; and (b) as part of the 2.8 million acre-feet of Colorado River water apportioned to the State of Arizona in Article II(B)(1) of the Decree.

11.3.3.2 In accordance with Section 17 of the Act, all Hopi Tribe Upper Basin Colorado River Water delivered to and consumptively used by the Hopi Tribe or its lessees or exchange partners pursuant to this Agreement shall be accounted for: (a) as if such use had occurred in the Upper Basin, regardless of the point of Diversion or place of Use; and (b) as part of the 50,000 acre-feet of Upper Basin Colorado River Water apportioned to the State of Arizona in Article III(a)(1) of the Upper Colorado River Basin Compact of 1948.

11.3.4 Accounting for Upper Basin Diversions as Lower Basin Deliveries. In accordance with section 17 of the Act, all Hopi Tribe Cibola Water Diverted from the Colorado River or its tributaries above Lee Ferry for delivery through the iiná bá - paa tuwaqat'si pipeline shall be accounted for as if such water had been delivered to the Lower Basin at Lee Ferry for purposes of Article III(d) of the Colorado River Compact.

11.4 LEASES AND EXCHANGES; LESSEE RESPONSIBILITY FOR CHARGES

11.4.1 Leases for Use or Storage on the Hopi Reservation. The Hopi Tribe may lease Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water for Use or storage on the Hopi Reservation in accordance with Hopi Tribe leasing regulations and applicable federal law.

11.4.2 Leases for Use or Storage off of the Hopi Reservation. With the approval of the Secretary, the Hopi Tribe may enter into contracts to lease, options to lease, contracts to exchange or options to exchange Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water. CAWCD's approval shall also be required to deliver Water through the CAP System in any such transaction. Contracts to lease and options to lease shall be for a term not to exceed one hundred (100) years. Contracts to exchange or options to exchange shall be for the term provided for in each such contract or option. The Hopi Tribe may renegotiate any lease, at any time during the term of that lease provided the term of such renegotiated lease does not exceed one hundred (100) years. The Hopi Tribe Upper Basin Colorado River Water and the Hopi Tribe Cibola Water shall not be permanently alienated.

11.4.3 Lessee Responsibility for Charges. Notwithstanding Subparagraph 11.2, any lessee of Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water shall be responsible for all charges and fees associated with the delivery of such water.

11.4.4 All contracts to lease, exchange, or store Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water shall identify: (a) the Water's place(s) of Use or places of storage; (b) the purpose of the Water's Use(s) during the term of the contract; (c) the

mechanism(s) for delivery of the Water; and (d) each point of Diversion under the contract. A contract to lease, exchange, or store Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water shall not conflict with the Act or this Agreement.

11.5 ENTITLEMENT TO LEASE AND EXCHANGE MONIES

The Hopi Tribe, and not the United States in any capacity, shall be entitled to all consideration due to the Hopi Tribe under any contracts to lease, options to lease, contracts to exchange or options to exchange Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water. The United States in any capacity shall have no trust obligation or other obligation to monitor, administer or account for, in any manner, any monies received by the Hopi Tribe as consideration under any such contracts to lease, options to lease, contracts to exchange, or options to exchange Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water.

12.0 INFRASTRUCTURE; FUNDING AND RELATED SUPPORT

Pursuant to section 9 of the Act, there is established a non-trust settlement fund known as the iiná bá – paa tuwaqat’si pipeline Implementation Fund Account and a series of trust funds to which money will be deposited for use by the Tribes and the United States to plan, design, construct, operate, and maintain water supply infrastructure to the communities of the Navajo Reservation, the Hopi Reservation, and the San Juan Southern Paiute Reservation, as well as trust and fee lands outside the reservations and funds to support those efforts.

12.1 IINÁ BÁ - PAA TUWAQAT’SI PIPELINE IMPLEMENTATION FUND ACCOUNT

12.1.1 Pursuant to section 9 of the Act, there is established a non-trust interest-bearing account known as the iiná bá – paa tuwaqat’si pipeline Implementation Fund Account to be

managed and distributed by the Secretary consisting of a mandatory authorization and appropriation of \$1.715 billion, together with any interest earned on that amount, any indexing, and any additional appropriations authorized pursuant to section 13 of the Act necessary to complete the iiná bá - paa tuwaqat'si pipeline, together with any interest earned on and indexing of such additional appropriations.

12.1.2 The Secretary, acting through the Commissioner of Reclamation, shall plan, design, and construct the iiná bá - paa tuwaqat'si pipeline, to transport water from Lake Powell to the areas identified in Subparagraphs 12.1.8, 12.1.9, and 12.1.10 on the Navajo Reservation, the Hopi Reservation, and the San Juan Southern Paiute Southern Area for municipal, domestic, commercial, and industrial Water Uses.

12.1.3 The federal funding for the iiná bá - paa tuwaqat'si pipeline is \$1.715 billion, which shall be funded by direct appropriations, and such other amounts as are authorized and required to complete the pipeline as provided in Section 13 of the Act. The total amount of obligations incurred by the Secretary in carrying out Subparagraph 12.1 shall be increased or decreased through indexing, as appropriate, based on ordinary fluctuations from January 1, 2024, in construction cost indices applicable to the types of construction involved in the design and construction of the iiná bá – paa tuwaqat'si pipeline.

12.1.4 The Secretary shall form a Project Construction Committee composed of representatives from Reclamation, the Bureau of Indian Affairs, the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe to participate in the planning and design of the iiná bá - paa tuwaqat'si pipeline. The iiná bá – paa tuwaqat'si pipeline shall be substantially configured as Alternative 5, Option B-100 described in the Reclamation Navajo-Hopi Value

Planning Study – Arizona dated October 2020 (Value Planning Draft Report for Presentation (Not for Distribution)). The iiná bá - paa tuwaqat’si pipeline may include components that have already been built or acquired by the Navajo Nation or the Hopi Tribe as a contribution by the Navajo Nation or the Hopi Tribe towards the cost of planning, designing, and constructing the pipeline. Construction of the iiná bá – paa tuwaqat’si pipeline shall commence after design, construction phasing, cost estimating, and value engineering have occurred and the phasing of construction has been agreed to among the Secretary, the Navajo Nation, and the Hopi Tribe, with the Secretary deciding on phasing if an agreement is not reached.

12.1.5 The Secretary, acting through the Commissioner of Reclamation, shall complete construction of the iiná bá - paa tuwaqat’si pipeline no later than December 31, 2040, or such later date as is agreed to by the Secretary, the Navajo Nation, and the Hopi Tribe.

12.1.6 All costs incurred by the Secretary in carrying out this Subparagraph 12.1 shall be nonreimbursable.

12.1.7 The iiná bá - paa tuwaqat’si pipeline shall include the planning, design, and construction of water intake facilities to transport Water into the pipeline from Lake Powell, as well as a water treatment plant, storage tanks, pumping stations, and electrical transmission equipment.

12.1.8 The iiná bá - paa tuwaqat’si pipeline is intended to serve the following areas and communities of the Navajo Reservation: LeChee, Coppermine, Bitter Springs, Cedar Ridge, Bodaway/Gap, Cameron, Grey Mountain, Coal Mine Mesa, and Tuba City.

12.1.9 The iiná bá - paa tuwaqat'si pipeline is intended to serve the following areas and communities of the Hopi Reservation: Moenkopi, Howell Mesa, First Mesa, Second Mesa, Third Mesa, and Keams Canyon.

12.1.10 The iiná bá - paa tuwaqat'si pipeline is intended to serve the San Juan Southern Paiute Southern Area in Arizona.

12.1.11 Prior to substantial completion of any phase of the iiná bá - paa tuwaqat'si pipeline that will provide Water to both the Navajo Nation and the Hopi Tribe, the Navajo Nation and the Hopi Tribe shall execute a project operations agreement, approved by the Secretary, that sets forth all terms and conditions necessary for long-term operations of the iiná bá - paa tuwaqat'si pipeline, including: (a) distribution of water; (b) responsibility for maintenance of the iiná bá - paa tuwaqat'si pipeline or section of the pipeline; (c) the allocation and payment of annual operation, maintenance and replacement costs of the iiná bá - paa tuwaqat'si pipeline or section of the pipeline based on the proportionate uses and ownership of the pipeline; and (d) a right to sue in United States District Court to enforce the operations agreement.

12.2 THE NAVAJO NATION WATER SETTLEMENT TRUST FUND

Pursuant to section 10 of the Act, there is established a trust fund for the Navajo Nation to be known as the Navajo Nation Water Settlement Trust Fund to be managed, invested, and distributed by the Secretary and to remain available until expended, withdrawn, or reverted to the general fund of the Treasury, consisting of the amounts deposited in the Navajo Nation Water Settlement Trust Fund, together with any investment earnings, including interest, earned

on those amounts. The Secretary shall manage the Navajo Nation Water Settlement Trust Fund in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. § 4001 *et seq.*). Established within the Navajo Nation Water Settlement Trust Fund are the following accounts: (a) the Navajo Nation Water Projects Trust Fund Account, (b) the Navajo Nation OM&R Trust Fund Account, (c) the Navajo Nation Renewable Energy Trust Fund Account, (d) the Navajo Nation Agricultural Water Conservation Trust Fund Account, and (e) the Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account, all of which are described below:

12.2.1 The Navajo Nation Water Projects Trust Fund Account.

The Navajo Nation Water Projects Trust Fund Account will be used to plan, design, construct, operate, and maintain water supply infrastructure including wells, water treatment facilities, pipelines, storage tanks, pumping stations, electrical transmission equipment, wastewater treatment facilities, and renewable energy facilities to serve Navajo communities. Federal funding required for the Navajo Nation Water Projects is \$2.3692 billion. The water projects are as follows:

12.2.1.1 The iiná bá - paa tuwaqat'si pipeline lateral is intended to provide potable Water to serve the community of LeChee and Antelope Point.

12.2.1.2 Southwest Navajo Regional Groundwater Project is intended to provide potable Water to the communities of: Leupp, Dilkon, Birdsprings, Indian Wells, Teesto, and Tolani Lake, and, subject to future Water Supply Contracts, may interconnect to the Red Gap Ranch Regional Pipeline Project and obtain potable Water from the Red Gap Ranch Regional Pipeline Project at Points of Access;

12.2.1.3 Ganado Regional Groundwater Project is intended to provide potable Water to the communities of: Ganado, Steamboat, Cornfields, Kinlichee, and Jeddito;

12.2.1.4 Black Mesa Regional Groundwater Project is intended to transport potable Water to the communities of Black Mesa, Shonto, and Forest Lake;

12.2.1.5 Four Corners Project is intended to provide potable Water to the communities of Chinle and Many Farms;

12.2.1.6 Lupton Area Project is intended to provide potable Water to the communities of Lupton and Nahata Dziil;

12.2.1.7 Code Talker Lateral Extension Project is intended to provide potable Water to the communities of Ganado, Jeddito, Steamboat, Kinlichee, and Cornfields;

12.2.1.8 Kayenta Aquifer Storage and Recovery Project is intended to provide for the storage of water in the Navajo aquifer and the alluvial aquifer in Arizona or Utah with capacity to store 5,000 AFY of Water diverted near Halchita in Utah. This project is intended to serve Chilchinbeto, Dennehotso, Kayenta, Mexican Water, and Oljato; and

12.2.1.9 Local Upper Basin Water Projects are small local projects in the Upper Basin that are intended to provide Water infrastructure to Many Farms, Nazlini, Kayenta, Chilchinbeto, Rough Rock, Sweetwater, Mexican Water, Rock Point, and Tsaile/Wheatfields.

12.2.2 The Navajo Nation OM&R Trust Fund Account.

The Navajo Nation will use the Navajo Nation OM&R Trust Fund Account to support the operation, maintenance, and replacement of the components of each of the projects described

in Subparagraph 12.2. The amount of the Navajo Nation OM&R Trust Fund shall be \$229.5 million.

12.2.3 The Navajo Nation Renewable Energy Trust Fund Account.

The Navajo Nation Renewable Energy Trust Fund Account of \$40 million will provide funding for the development of renewable energy facilities to support the energy demands of the iiná bá - paa tuwaqat'si pipeline and the Navajo Nation water projects developed pursuant to Subparagraph 12.2.

12.2.4 The Navajo Nation Agricultural Conservation Trust Fund Account.

The Navajo Nation Agricultural Conservation Trust Fund Account will be used to reduce water shortages on land within the Navajo Reservation that was historically irrigated. The Navajo Nation Agricultural Conservation Trust Fund will be used for the implementation or repair of sprinklers, drip or other types of irrigation systems, land leveling, stream bank stabilization and restoration, pasture seeding, pasture management, fencing wind breaks, stockponds, windmills, and wells. The federal funding for the Navajo Nation Agricultural Conservation Trust Fund Account is \$80 million. Up to half of the Navajo Nation Agricultural Conservation Trust Fund can be used for the replacement and development of livestock wells and impoundments on the Navajo Nation Reservation and Trust Land.

12.2.5 The Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account.

Pursuant to section 10 of the Act, there is established the Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account to provide \$28 million for the purchase of land and associated Lower Basin Colorado River water rights within the State..

12.3 The Hopi Tribe Water Settlement Trust Fund.

Pursuant to section 11 of the Act, there is established a trust fund for the Hopi Tribe to be known as the Hopi Tribe Water Settlement Trust Fund to be managed, invested, and distributed by the Secretary and to remain available until expended, withdrawn, or reverted to the general fund of the Treasury, consisting of the amounts deposited in the Hopi Tribe Water Settlement Trust Fund, together with any investment earnings, including interest, earned on those amounts. The Secretary shall manage the Hopi Tribe Water Settlement Trust Fund in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. § 4001 *et seq.*). Established within the Hopi Tribe Water Settlement Trust Fund are the following accounts: (a) the Hopi Tribe Groundwater Projects Trust Fund Account, (b) the Hopi Tribe OM&R Trust Fund Account, (c) the Hopi Tribe Agricultural Water Conservation Trust Fund Account, and (d) the Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account, all of which are described below:

12.3.1 The Hopi Tribe Groundwater Projects Trust Fund Account.

The Hopi Tribe Groundwater Projects Trust Fund Account will be used to plan, design, construct, operate, and maintain water supply infrastructure including wells, water treatment facilities, pipelines, storage tanks, pumping stations, electrical transmission equipment, wastewater treatment facilities, and renewable energy facilities to serve Hopi communities. Federal funding required for the Hopi Tribe Groundwater Projects is \$390 million. The Hopi Tribe Groundwater Projects are as follows:

12.3.1.1 The Side Rock-Moenkopi Groundwater Project. The Side Rock-Moenkopi Groundwater Project is intended to provide potable Water to Moenkopi and unserved locations on the Hopi Reservation.

12.3.1.2 The Expanded Hopi Arsenic Mitigation Project (HAMP). The HAMP is intended to provide potable Water to communities at First, Second, and Third Mesas and Keams Canyon.

12.3.2 The Hopi Tribe OM&R Trust Fund Account.

The Hopi Tribe will use the Hopi Tribe OM&R Trust Fund Account to support the operation, maintenance, and replacement of the components of each of the projects described in Subparagraph 12.3. The amount of the fund shall be \$87 million.

12.3.3 The Hopi Tribe Agricultural Conservation Trust Fund Account.

The Hopi Tribe Agricultural Conservation Trust Fund Account will be used to reduce water shortages on land within the Hopi Reservation that was historically irrigated and grazing land. The Fund will be used for the implementation or repair of sprinklers, drip or other types of irrigation systems, land leveling, stream bank stabilization and restoration, pasture seeding, pasture management, fencing, wind breaks, stockponds, windmills and wells, spring restoration, repair, replacement, and relocation of low technology structures to support Akchin farming, flood-water farming and other traditional farming practices, among other actions. The federal funding for the Hopi Tribe Agricultural Conservation Trust Fund Account is \$30 million.

12.3.4 The Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account.

Pursuant to section 11 of the Act, there is established the Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account to provide \$1.5 million for the purchase of land and associated Lower Basin Colorado River water rights within the State.

12.4 The San Juan Southern Paiute Tribe Water Settlement Trust Fund Account.

Pursuant to section 12 of the Act, there is established a trust fund for the San Juan Southern Paiute Tribe to be known as the San Juan Southern Paiute Tribe Water Settlement Trust Fund to be managed, invested, and distributed by the Secretary and to remain available until expended, withdrawn, or reverted to the general fund of the Treasury, consisting of the amounts deposited in the Trust Fund, together with any investment earnings, including interest, earned on those amounts. The Secretary shall manage the San Juan Southern Paiute Tribe Water Settlement Trust Fund in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. § 4001 *et seq.*). Established within the San Juan Southern Paiute Tribe Water Settlement Trust Fund are the following accounts: (a) the San Juan Southern Paiute Tribe Groundwater Project Trust Fund Account, (b) the San Juan Southern Paiute Tribe OM&R Trust Fund Account, and (c) the San Juan Southern Paiute Tribe Agricultural Water Conservation Trust Fund Account, all of which are described below:

12.4.1 The San Juan Southern Paiute Tribe Groundwater Project Trust Fund Account.

The San Juan Southern Paiute Tribe Groundwater Project Trust Fund Account will be used to plan, design, construct, operate, and maintain the San Juan Southern Paiute Tribe Groundwater Project, which shall include water treatment facilities, pipelines, storage tanks, pumping stations, electrical transmission equipment, wastewater treatment facilities, and

renewable energy facilities. Federal funding required for the San Juan Southern Paiute Tribe Groundwater Projects is \$28 million.

12.4.2 The San Juan Southern Paiute Tribe OM&R Trust Fund Account.

The San Juan Southern Paiute Tribe will use the San Juan Southern Paiute Tribe OM&R Trust Fund Account to support the operation, maintenance, and replacement of the components of the groundwater project described in Subparagraph 12.4.1. The amount of the San Juan Southern Paiute Tribe OM&R Trust Fund shall be \$1.5 million.

12.4.3 The San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account.

The San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account will be used to reduce water shortages on the San Juan Southern Paiute Southern Area that was historically irrigated. This project includes the implementation or repair of sprinklers, drip or other types of irrigation systems, land leveling, pipelines, pumps and storage, stream bank stabilization and restoration, pasture seeding, pasture management, fencing, wind breaks, stockponds, windmills and wells, among other actions. The federal funding for the San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account is \$0.3 million. Up to half of San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account can be used for the replacement and development of livestock wells and impoundments on the San Juan Southern Paiute Southern Area.

12.5 RIGHTS-OF-WAY AND CONSTRUCTION CORRIDORS

12.5.1 Grants of Rights-of-Way Between the Tribes and the United States.

12.5.1.1 Each Tribe shall timely consent to the grant of perpetual, non-exclusive rights-of-way to the United States, for purposes of coming upon and using land within

the consenting Tribe's reservation to plan, design, construct, access, operate, maintain, modify, and replace: (a) the iiná bá - paa tuwaqat'si pipeline; and (b) any infrastructure reasonably necessary to operate said pipeline, at no cost to the United States. Upon transfer of ownership of the pipeline pursuant to section 8 of the Act, the Secretary shall also transfer that section of the right-of-way that lies on the Navajo Reservation between Moenkopi and the boundary of the 1882 Reservation to the Hopi Tribe.

12.5.1.2 The Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe shall: (a) each timely consent to the grant of perpetual, non-exclusive rights-of-way to the other Tribes, for purposes of coming upon and using land within the consenting Tribe's reservation to plan, design, construct, access, operate, maintain, modify, and replace (i) the Navajo Nation Water Projects, (ii) the Hopi Tribe Groundwater Projects, and (iii) the San Juan Southern Paiute Groundwater Project, and (iv) any infrastructure reasonably necessary to operate said projects, all in furtherance of provision of water supplies to the Navajo Reservation, the Hopi Reservation, and the San Juan Southern Paiute Southern Area, without charge or other payment or consideration from the other Tribes, excepting surface damages; and (b) as the consenting Tribe, waive any right to tax, directly or indirectly, the right-of-way or infrastructure permitted by the immediately preceding clause (a) to be located in the right-of-way or related activities.

12.5.1.3 Except as expressly stated in Subparagraphs 12.5.1.1 and 12.5.1.2, the Tribes and the United States may not develop, use, or occupy the rights-of-way for any other purpose without the prior written approval of the consenting Tribe. The approval of the consenting Tribe for such purposes may be granted, granted upon conditions, or

withheld in the sole discretion of the consenting Tribe. Except as expressly stated in Subparagraphs 12.5.1, 12.5.3, and 12.5.4, nothing in this Agreement shall be construed to affect or modify the rights or responsibilities of any Tribe with respect to: (a) claims to access or lack thereof across the reservation or lands of another Tribe; or (b) such rights of access as may exist under applicable law as of the Effective Date.

12.5.2 Construction Corridors or Other Consents by a Tribe to the United States.

Notwithstanding the provisions of Subparagraph 12.5.1, with the consent of each affected Tribe, the United States may enter into legal devices other than rights-of-way such as construction corridor agreements when operating within the jurisdiction of one of the Tribes in furtherance of the planning, design, and construction of the iiná bá - paa tuwaqat'si pipeline.

12.5.3 Side Rock-Moenkopi Groundwater Project Right-of-Way.

Notwithstanding Paragraph 14.0, and subject to the condition that the Hopi Tribe has consented to and the United States has granted the right-of-way described in Subparagraph 12.5.4, as of the Effective Date, the Navajo Nation: (a) hereby consents to the grant of a perpetual, non-exclusive right-of-way to the Hopi Tribe, for purposes of coming upon and using land within the Navajo Reservation along an alignment generally depicted in Exhibit 12.5.3, to plan, design, construct, access, operate, maintain, modify, and replace a water pipeline, and any infrastructure reasonably necessary to operate said pipeline, in furtherance of the Side Rock-Moenkopi Groundwater Project, without charge or other payment of consideration from the Hopi Tribe or the United States, excepting surface damages; and (b) waives any right to tax, directly or indirectly, the right-of-way or infrastructure permitted by the immediately preceding clause (a) to be located in the right-of-way or related activities. Except as expressly stated in the

immediately preceding sentence, the Hopi Tribe may not develop, use, or occupy the right-of-way for any other purpose without the prior written approval of the Navajo Nation. The approval of the Navajo Nation required by the immediately preceding sentence may be granted, granted upon conditions, or withheld in the sole discretion of the Navajo Nation. Except as expressly stated in Subparagraphs 12.5.1, 12.5.3, or 12.5.4, nothing in this Agreement shall be construed to affect or modify the rights or responsibilities of the Navajo Nation or the Hopi Tribe with respect to: (a) claims to access or lack thereof across the reservation or lands of the other; or (b) such rights of access as may exist under applicable law as of the Effective Date.

12.5.4 NTUA (Questar) Right-of-Way.

Notwithstanding Paragraph 14.0, and subject to the condition that the Navajo Nation has consented to and the United States has granted the right-of-way described in Subparagraph 12.5.3, as of the Effective Date, the Hopi Tribe: (a) hereby consents to the grant of a perpetual, non-exclusive right-of-way to Navajo Nation Tribal Utility Authority, for purposes of coming upon and using land within the Hopi Reservation along an alignment generally depicted in Exhibit 12.5.4, to plan, design, construct, access, operate, maintain, modify, and replace a natural gas pipeline, and any infrastructure reasonably necessary to operate said pipeline, in furtherance of provision of natural gas supplies to the Navajo Reservation and the Hopi Reservation, without charge or other payment of consideration from the Navajo Nation or the United States, excepting surface damages; and (b) waives any right to tax, directly or indirectly, the right-of-way or infrastructure permitted by the immediately preceding clause (a) to be located in the right-of-way or related activities. Except as expressly stated in the immediately preceding sentence, Navajo Nation Tribal Utility Authority may not develop, use, or occupy the

right-of-way for any other purpose without the prior written approval of the Hopi Tribe. The approval of the Hopi Tribe required by the immediately preceding sentence may be granted, granted upon conditions, or withheld in the sole discretion of the Hopi Tribe. Except as expressly stated in Subparagraphs 12.5.1, 12.5.3, or 12.5.4, nothing in this Agreement shall be construed to affect or modify the rights or responsibilities of the Navajo Nation or the Hopi Tribe with respect to: (a) claims to access or lack thereof across the reservation or lands of the other; or (b) such rights of access as may exist under applicable law as of the Effective Date.

12.5.5 Taxes.

Without limiting the generality of the tax waivers set forth in Subparagraph 12.5.1, 12.5.3, and 12.5.4, the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe each covenants that it will not tax or assess, in any manner whatever, directly or indirectly, any rights, property or activity associated with the rights-of-way or other legal devices, infrastructure, and activities described in Subparagraphs 12.5.1, 12.5.2, 12.5.3, and 12.5.4.

12.6 FUTURE PROJECTS AMENDMENT

The Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe may, within their individual discretion, determine that any or all of the projects identified in this Paragraph 12.0, except for the iiná bá - paa tuwaqat'si pipeline, should be amended to serve the Tribes' future needs for water on their respective reservations, utilizing the federal funds appropriated to each of the Tribes as set forth in this Paragraph 12.0 and in sections 10, 11, and 12 of the Act.

13.0 WAIVERS, RELEASES AND RETENTION OF CLAIMS

13.1 WAIVER, RELEASE, AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE NAVAJO NATION, ON BEHALF OF THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS NAVAJO ALLOTTEES), AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS NAVAJO ALLOTTEES)

13.1.1 Except as provided in Subparagraph 13.1.3, the Navajo Nation, on behalf of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), and the United States, acting as trustee for the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), as part of the performance of the respective obligations of the Navajo Nation and the United States under this Agreement and the Act, shall execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Hopi Tribe, the Hopi Allottees, the San Juan Southern Paiute Tribe, and any other individual, entity, corporation, or municipal corporation under federal, State, or other law for all:

13.1.1.1 Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Navajo Land, arising from time immemorial and, thereafter, forever;

13.1.1.2 Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo Nation, or predecessors of the Members of the Navajo Nation;

13.1.1.3 Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Navajo Land, arising from time immemorial through the Enforceability Date;

13.1.1.4 Past, present, and future claims for Injury to Water for Navajo Land, arising from time immemorial and, thereafter, forever;

13.1.1.5 Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo Nation, or predecessors of the Members of the Navajo Nation;

13.1.1.6 Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for Navajo Land, resulting from the Diversion or Use of Water outside of Navajo Land in a manner not in violation of this Agreement or State law; and

13.1.1.7 Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or the Act.

13.1.2 The waiver and release of claims described in Subparagraph 13.1.1 shall be in the form set forth in Exhibit 13.1 and shall take effect on the Enforceability Date.

13.1.3 Notwithstanding the waiver and release of claims described in Subparagraph 13.1.1 and Exhibit 13.1, the Navajo Nation, acting on behalf of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), and the United States, acting as trustee for the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), shall retain any right:

13.1.3.1 To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under this Agreement, whether such rights are generally stated or specifically described, or the Act in any federal or State court of competent jurisdiction;

13.1.3.2 To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the LCR Decree and the Gila River Adjudication Decree;

13.1.3.3 To assert claims for Water Rights for land owned or acquired by the Navajo Nation in fee, or held in trust by the United States for the benefit of the Navajo Nation, in the LCR Watershed pursuant to Subparagraphs 4.11, and 4.12, or in the Gila River Basin pursuant to Subparagraphs 4.14 and 4.15;

13.1.3.4 To object to any claims for Water Rights by or for: (i) any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and

13.1.3.5 To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute

Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe.

13.2 WAIVER, RELEASE, AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE UNITED STATES, ACTING AS TRUSTEE FOR THE NAVAJO ALLOTTEES

13.2.1 Except as provided in Paragraph 13.2.3, the United States, acting as trustee for the Navajo Allottees, as part of the performance of the obligations of the United States under this Agreement and the Act, shall execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Navajo Nation, the Hopi Tribe, the Hopi Allottees, and the San Juan Southern Paiute Tribe, and any other individual, entity, corporation, or municipal corporation under federal, State, or other law, for all:

13.2.1.1 Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Navajo Allotments, arising from time immemorial and, thereafter, forever;

13.2.1.2 Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Allottees or predecessors of the Navajo Allottees;

13.2.1.3 Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Navajo Allotments, arising from time immemorial through the Enforceability Date;

13.2.1.4 Past, present, and future claims for Injury to Water for Navajo Allotments, arising from time immemorial and, thereafter, forever;

13.2.1.5 Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by Navajo Allottees or predecessors of the Navajo Allottees;

13.2.1.6 Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for the Navajo Allotments, resulting from the Diversion or Use of Water outside of Navajo Allotments in a manner not in violation of this Agreement or State law; and

13.2.1.7 Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or the Act.

13.2.2 The waiver and release of claims under Subparagraph 13.2.1 shall be in the form set forth in Exhibit 13.2 and shall take effect on the Enforceability Date.

13.2.3 Notwithstanding the waiver and release of claims described in Subparagraph 13.2.1 and Exhibit 13.2, the United States acting as trustee for the Navajo Allottees, shall retain any right:

13.2.3.1 To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Allottees under this Agreement, whether such rights are generally stated or specifically described, or the Act in any federal or State court of competent jurisdiction;

13.2.3.2 To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Allottees under the LCR Decree;

13.2.3.3 To object to any claims for Water Rights by or for: (i) any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and

13.2.3.4 To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe.

13.3 WAIVER, RELEASE AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE NAVAJO NATION, ON BEHALF OF THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS NAVAJO ALLOTTEES), AGAINST THE UNITED STATES

13.3.1 Except as provided in Subparagraph 13.3.3, the Navajo Nation, acting on behalf of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), as part of the performance of the obligations of the

Navajo Nation under this Agreement and the Act, shall execute a waiver and release of all claims against the United States, including agencies, officials, and employees of the United States, under federal, State, or other law for all:

13.3.1.1 Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Navajo Land, arising from time immemorial and, thereafter, forever:

13.3.1.2 Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo Nation, or predecessors of the Members of the Navajo Nation;

13.3.1.3 Claims for Water Rights within the State that the United States, acting as trustee for the Navajo Nation and Navajo Allottees, asserted or could have asserted in any proceeding, except to the extent that such rights are recognized as part of the Navajo Nation's Water Rights under the Act.

13.3.1.4 Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Navajo Land, arising from time immemorial through the Enforceability Date;

13.3.1.5 Past, present, and future claims for Injury to Water for Navajo Land, arising from time immemorial and, thereafter, forever;

13.3.1.6 Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo Nation, or predecessors of the Members of the Navajo Nation;

13.3.1.7 Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date for Navajo Land, resulting from the Diversion or Use of Water outside of Navajo Land in a manner not in violation of this Agreement or State law;

13.3.1.8 Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or the Act;

13.3.1.9 Past, present, and future claims arising out of, or relating in any manner to, United States Geological Survey monitoring and reporting activities described in Paragraph 7.0;

13.3.1.10 Past, present, and future claims arising from time immemorial and, thereafter, forever, relating in any manner to Injury to Water or Injury to Water Rights based on the provisions of Paragraphs 8.0 and 9.0;

13.3.1.11 Past and Present claims for foregone benefits from non-Navajo Use of Water, on and off Navajo Land (including Water from all sources and for all Uses), within the State arising before the Enforceability Date;

13.3.1.12 Past and Present claims for damage, loss, or injury to land or natural resources due to loss of Water or Water Rights, including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of Water or Water Rights, claims relating to interference with, Diversion of, or taking of Water, or claims relating to a failure to protect, acquire, replace, or develop Water, Water Rights, or Water infrastructure, within the State, arising before the Enforceability Date;

13.3.1.13 Past and Present claims arising before the Enforceability Date from a failure to provide for operation, maintenance, or deferred maintenance for any irrigation system or irrigation project on Navajo Land;

13.3.1.14 Past and Present claims arising before the Enforceability Date from a failure to establish or provide a municipal, rural, or industrial Water delivery system on Navajo Land;

13.3.1.15 Past and Present claims for damage, loss, or injury to land or natural resources due to construction, operation, and management of irrigation projects on Navajo Land, including damages, losses, or injuries to fish habitat, wildlife, and wildlife habitat, within the State arising before the Enforceability Date; and

13.3.1.16 Past and Present claims arising before the Enforceability Date from a failure to provide a dam safety improvement to a dam on Navajo Land within the State.

13.3.2 The waiver and release of claims described in Subparagraph 13.3.1 shall be in the form set forth in Exhibit 13.3 and shall take effect on the Enforceability Date.

13.3.3 Notwithstanding the waiver and release of claims described in Subparagraph 13.3.1 and Exhibit 13.3, the Navajo Nation, acting on behalf of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), shall retain any right:

13.3.3.1 To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under this Agreement, whether such rights are generally stated or specifically described, or the Act in any federal or State court of competent jurisdiction;

13.3.3.2 To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the LCR Decree and the Gila River Adjudication Decree;

13.3.3.3 To assert claims for Water Rights for land owned or acquired by the Navajo Nation in fee in the LCR Watershed pursuant to Subparagraphs 4.11 and 4.12, or in the Verde River Subwatershed pursuant to Subparagraphs 4.14 and 4.15;

13.3.3.4 To object to any claims for Water Rights by or for: (i) any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe or (ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and

13.3.3.5 To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe.

13.4 WAIVER, RELEASE, AND RETENTION OF CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE NAVAJO NATION, THE HOPI TRIBE AND THE SAN JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION

13.4.1 Except as provided in Subparagraph 13.4.3, the United States, in all capacities (except as trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe), as part of the performance of the obligations of the United States under this Agreement and the Act, shall execute a waiver and release of all claims against the Navajo Nation, the Members of the Navajo Nation, or any agency, official, or employee of the Navajo Nation, under federal, State, or any other law for all:

13.4.1.1 Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, resulting from the Diversion or Use of Water on Navajo Land, arising from time immemorial through the Enforceability Date;

13.4.1.2 Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, resulting from the Diversion or Use of Water on Navajo Land in a manner that is not in violation of this Agreement or State law; and

13.4.1.3 Past, present, and future claims arising out of, or related in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or the Act.

13.4.2 The waiver and release of claims under Subparagraph 13.4.1 shall be in the form set forth in Exhibit 13.4 and shall take effect on the Enforceability Date.

13.4.3 Notwithstanding the waiver and release of claims described in Subparagraph 13.4.1 and Exhibit 13.4, the United States shall retain any right to assert any claim not expressly waived in accordance with that Subparagraph and that Exhibit, in any federal or State court of competent jurisdiction.

13.5 WAIVER, RELEASE, AND RETENTION OF CLAIMS BY PARTIES, OTHER THAN THE NAVAJO NATION ON BEHALF OF THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION, AND THE UNITED STATES ACTING AS TRUSTEE FOR THE NAVAJO NATION, THE MEMBERS OF THE NAVAJO NATION AND THE NAVAJO ALLOTTEES

13.5.1 For purposes of this Subparagraph 13.5, the term “Parties” shall mean the Parties, except: (a) the Navajo Nation on behalf of the Navajo Nation and the Members of the Navajo Nation; (b) the United States, acting as trustee for the Navajo Nation, the Members of the Navajo Nation, and the Navajo Allottees; (c) the Hopi Tribe on behalf of the Hopi Tribe and the Members of the Hopi Tribe; (d) the United States acting as trustee for the Hopi Tribe, the Members of the Hopi Tribe, and the Hopi Allottees; (e) the San Juan Southern Paiute Tribe on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe; and (f) the United States acting in its capacity as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe.

13.5.2 Except as provided in Subparagraph 13.5.4, the Parties shall execute a waiver and release of all claims against the Navajo Nation, the Members of the Navajo Nation, the Navajo Allottees, the United States, acting as trustee for the Navajo Nation, the Members of the Navajo Nation, and the Navajo Allottees, under federal, State, or other law for all:

13.5.2.1 Past and present claims for Injury to Water Rights resulting from the Diversion or Use of Water on Navajo Land and the Navajo Allotments, arising from time immemorial through the Enforceability Date;

13.5.2.2 Claims for Injury to Water Rights arising after the Enforceability Date resulting from the Diversion or Use of Water on or for Navajo Land and the Navajo Allotments in a manner not in violation of this Agreement or State law; and

13.5.2.3 Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or the Act.

13.5.3 The waiver and release of claims described in Subparagraph 13.5.2 shall be in the form set forth in Exhibit 13.5 and shall take effect on the Enforceability Date.

13.5.4 Notwithstanding the waiver and release of claims described in Subparagraph 13.5.2 and Exhibit 13.5, the Parties shall retain any right:

13.5.4.1 To assert claims for injuries to, and seek enforcement of, their rights under this Agreement or the Act in any State or federal court of competent jurisdiction;

13.5.4.2 To assert claims for injuries to, and seek enforcement of, their rights under any judgment and decree entered by the court in the LCR Adjudication Proceedings and any judgment or decree entered by the court in the Gila River Adjudication Proceedings;

13.5.4.3 To assert past, present, and future claims to Water, including Colorado River Water, that are not inconsistent with this Agreement; and

13.5.4.4 To assert any claims arising after the Enforceability Date for Injury to Water Rights not specifically waived herein.

13.6 WAIVER, RELEASE, AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE HOPI TRIBE, ON BEHALF OF THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS HOPI ALLOTTEES), AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS HOPI ALLOTTEES)

13.6.1 Except as provided in Subparagraph 13.6.3, the Hopi Tribe, on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), and the United States, acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), as part of the performance of the respective obligations of the Hopi Tribe and the United States under this Agreement and the Act, shall execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Navajo Nation, the Navajo Allottees, the San Juan Southern Paiute Tribe, and any other individual, entity, corporation, or municipal corporation under federal, State, or other law for all:

13.6.1.1 Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Hopi Land, arising from time immemorial and, thereafter, forever;

13.6.1.2 Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are

based on the aboriginal occupancy of land within the State by the Hopi Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe;

13.6.1.3 Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Hopi Land, arising from time immemorial through the Enforceability Date;

13.6.1.4 Past, present, and future claims for Injury to Water for Hopi Land, arising from time immemorial and, thereafter, forever;

13.6.1.5 Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe;

13.6.1.6 Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for Hopi Land, resulting from the Diversion or Use of Water outside of Hopi Land in a manner not in violation of this Agreement or State law; and

13.6.1.7 Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or the Act.

13.6.2 The waiver and release of claims described in Subparagraph 13.6.1 shall be in the form set forth in Exhibit 13.6 and shall take effect on the Enforceability Date.

13.6.3 Notwithstanding the waiver and release of claims described in Subparagraph 13.6.1 and Exhibit 13.6, the Hopi Tribe, acting on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), and the United States, acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), shall retain any right:

13.6.3.1 To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under this Agreement, whether such rights are generally stated or specifically described, or the Act in any federal or State court of competent jurisdiction;

13.6.3.2 To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the LCR Decree;

13.6.3.3 To assert claims for Water Rights for land owned or acquired by the Hopi Tribe in fee, or held in trust by the United States for the benefit of the Hopi Tribe, in the LCR Watershed pursuant to Subparagraphs 5.10 and 5.11;

13.6.3.4 To object to any claims for Water Rights by or for: (i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and

13.6.3.5 To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute

Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe.

13.7 WAIVER, RELEASE, AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE UNITED STATES, ACTING AS TRUSTEE FOR THE HOPI ALLOTTEES

13.7.1 Except as provided in Paragraph 13.7.3, the United States, acting as trustee for the Hopi Allottees, as part of the performance of the obligations of the United States under this Agreement and the Act, shall execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Hopi Tribe, the Navajo Nation, the Navajo Allottees, and the San Juan Southern Paiute Tribe, and any other individual, entity, corporation, or municipal corporation under federal, State, or other law, for all:

13.7.1.1 Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Hopi Allotments, arising from time immemorial, and, thereafter, forever;

13.7.1.2 Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Allottees or predecessors of the Hopi Allottees;

13.7.1.3 Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Hopi Allotments, arising from time immemorial through the Enforceability Date;

13.7.1.4 Past, present, and future claims for Injury to Water for Hopi Allotments, arising from time immemorial and, thereafter, forever;

13.7.1.5 Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by Hopi Allottees or predecessors of the Hopi Allottees;

13.7.1.6 Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for the Hopi Allotments, resulting from the Diversion or Use of Water outside of the Hopi Allotments in a manner not in violation of this Agreement or State law; and

13.7.1.7 Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or the Act.

13.7.2 The waiver and release of claims under Subparagraph 13.7.1 shall be in the form set forth in Exhibit 13.7 and shall take effect on the Enforceability Date.

13.7.3 Notwithstanding the waiver and release of claims described in Subparagraph 13.7.1 and Exhibit 13.7, the United States acting as trustee for the Hopi Allottees, shall retain any right:

13.7.3.1 To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Allottees under this Agreement, whether such rights are generally stated or specifically described, or the Act in any federal or State court of competent jurisdiction;

13.7.3.2 To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Allottees under the LCR Decree;

13.7.3.3 To object to any claims for Water Rights by or for: (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and

13.7.3.4 To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe.

13.8 WAIVER, RELEASE, AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE HOPI TRIBE, ON BEHALF OF THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS HOPI ALLOTTEES), AGAINST THE UNITED STATES

13.8.1 Except as provided in Subparagraph 13.8.3, the Hopi Tribe, acting on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), as part of the performance of the obligations of the Hopi Tribe under this Agreement and the Act, shall execute a waiver and release of all claims against the

United States, including agencies, officials, and employees of the United States, under federal, State, or other law for all:

13.8.1.1 Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Hopi Land, arising from time immemorial and, thereafter, forever:

13.8.1.2 Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe;

13.8.1.3 Claims for Water Rights within the State that the United States, acting a trustee for the Hopi Tribe and Hopi Allottees, asserted or could have asserted in any proceeding, except to the extent that such rights are recognized as part of the Hopi Tribe's Water Rights under the Act.

13.8.1.4 Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Hopi Land, arising from time immemorial through the Enforceability Date;

13.8.1.5 Past, present, and future claims for Injury to Water for Hopi Land, arising from time immemorial and, thereafter, forever;

13.8.1.6 Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi

Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe;

13.8.1.7 Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date for Hopi Land, resulting from the Diversion or Use of Water outside of Hopi Land in a manner not in violation of this Agreement or State law;

13.8.1.8 Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or the Act;

13.8.1.9 Past, present, and future claims arising out of, or relating in any manner to, United States Geological Survey monitoring and reporting activities described in Paragraph 7.0;

13.8.1.10 Past, present, and future claims arising from time immemorial and, thereafter, forever, relating in any manner to Injury to Water or Injury to Water Rights based on the provisions of Paragraphs 8.0 and 9.0;

13.8.1.11 Past and Present claims for foregone benefits from non-Hopi Use of Water, on and off Hopi Land (including Water from all sources and for all Uses), within the State arising before the Enforceability Date;

13.8.1.12 Past and Present claims for damage, loss, or injury to land, or natural resources due to loss of Water or Water Rights, including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of Water or Water Rights, claims relating to interference with, Diversion of, or taking of Water, or claims relating to a

failure to protect, acquire, replace, or develop Water, Water Rights, or Water infrastructure, within the State, arising before the Enforceability Date;

13.8.1.13 Past and Present claims arising before the Enforceability Date from a failure to provide for operation, maintenance, or deferred maintenance for any irrigation system or irrigation project on Hopi Land;

13.8.1.14 Past and Present claims arising before the Enforceability Date from a failure to establish or provide a municipal, rural, or industrial Water delivery system on Hopi Land; and

13.8.1.15 Past and Present claims for damage, loss, or injury to land or natural resources due to construction, operation, and management of irrigation projects on Hopi Land, including damages, losses, or injuries to fish habitat, wildlife, and wildlife habitat, within the State arising before the Enforceability Date.

13.8.2 The waiver and release of claims described in Subparagraph 13.8.1 shall be in the form set forth in Exhibit 13.8 and shall take effect on the Enforceability Date.

13.8.3 Notwithstanding the waiver and release of claims described in Subparagraph 13.8.1 and Exhibit 13.8, the Hopi Tribe, acting on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), shall retain any right:

13.8.3.1 To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under this Agreement, whether such rights are generally stated or specifically described, or the Act, in any federal or State court of competent jurisdiction;

13.8.3.2 To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the LCR Decree;

13.8.3.3 To assert claims for Water Rights for land owned or acquired by the Hopi Tribe in fee in the LCR Watershed pursuant to Subparagraphs 5.10 and 5.11;

13.8.3.4 To object to any claims for Water Rights by or for: (i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and

13.8.3.5 To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe.

13.9 WAIVER, RELEASE, AND RETENTION OF CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE NAVAJO NATION, THE HOPI TRIBE, AND THE SAN JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE

13.9.1 Except as provided in Subparagraph 13.9.3, the United States, in all capacities (except as trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe), as part of the performance of the obligations of the United States under this Agreement and the Act, shall execute a waiver and release of all claims against the Hopi Tribe, the Members of the Hopi Tribe, or any agency, official, or employee of the Hopi Tribe, under federal, State, or any other law for all:

13.9.1.1 Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, resulting from the Diversion or Use of Water on Hopi Land arising from time immemorial through the Enforceability Date;

13.9.1.2 Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, resulting from the Diversion or Use of Water on Hopi Land in a manner that is not in violation of this Agreement or State law; and

13.9.1.3 Past, present, and future claims arising out of, or related in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or the Act.

13.9.2 The waiver and release of claims under Subparagraph 13.9.1 shall be in the form set forth in Exhibit 13.9 and shall take effect on the Enforceability Date.

13.9.3 Notwithstanding the waiver and release of claims described in Subparagraph 13.9.1 and Exhibit 13.9, the United States shall retain any right to assert any claim not expressly waived in accordance with that Subparagraph and that Exhibit, in any federal or State court of competent jurisdiction.

13.10 WAIVER, RELEASE, AND RETENTION OF CLAIMS BY THE PARTIES, OTHER THAN THE HOPI TRIBE ON BEHALF OF THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE, AND THE UNITED STATES ACTING AS TRUSTEE FOR THE HOPI TRIBE, THE MEMBERS OF THE HOPI TRIBE AND THE HOPI ALLOTTEES

13.10.1 For purposes of this Subparagraph 13.10, the term "Parties" shall mean the Parties, except: (a) the Navajo Nation on behalf of the Navajo Nation and the Members of the

Navajo Nation; (b) the United States, acting as trustee for the Navajo Nation, the Members of the Navajo Nation, and the Navajo Allottees; (c) the Hopi Tribe on behalf of the Hopi Tribe and the Members of the Hopi Tribe; (d) the United States acting as trustee for the Hopi Tribe, the Members of the Hopi Tribe, and the Hopi Allottees; (e) the San Juan Southern Paiute Tribe on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe; and (f) the United States acting in its capacity as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe.

13.10.2 Except as provided in Subparagraph 13.10.4, the Parties shall execute a waiver and release of all claims against the Hopi Tribe, the Members of the Hopi Tribe, the Hopi Allottees, and the United States, acting as trustee for the Hopi Tribe, the Members of the Hopi Tribe, and the Hopi Allottees, under federal, State, or other law for all:

13.10.2.1 Past and present claims for Injury to Water Rights resulting from the Diversion or Use of Water on Hopi Land and the Hopi Allotments, arising from time immemorial through the Enforceability Date;

13.10.2.2 Claims for Injury to Water Rights arising after the Enforceability Date resulting from the Diversion or Use of Water on or for Hopi Land and the Hopi Allotments in a manner not in violation of this Agreement or State law; and

13.10.2.3 Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or the Act.

13.10.3 The waiver and release of claims described in Subparagraph 13.10.2 shall be in the form set forth in Exhibit 13.10 and shall take effect on the Enforceability Date.

13.10.4 Notwithstanding the waiver and release of claims described in Subparagraph 13.10.2 and Exhibit 13.10, the Parties shall retain any right:

13.10.4.1 To assert claims for injuries to, and seek enforcement of, their rights under this Agreement or the Act in any State or federal court of competent jurisdiction;

13.10.4.2 To assert claims for injuries to, and seek enforcement of, their rights under any judgment and decree entered by the court in the LCR Adjudication Proceedings;

13.10.4.3 To assert past, present, and future claims to Water, including Colorado River Water, that are not inconsistent with this Agreement; and

13.10.4.4 To assert any claims arising after the Enforceability Date for Injury to Water Rights not specifically waived herein.

13.11 WAIVER, RELEASE, AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE SAN JUAN SOUTHERN PAIUTE TRIBE, ON BEHALF OF THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE, AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE

13.11.1 Except as provided in Subparagraph 13.11.3, the San Juan Southern Paiute Tribe, on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, and the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, as part of the performance of the respective obligations of the San Juan Southern Paiute Tribe and the United States under this

Agreement and the Act, shall execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Hopi Tribe, the Hopi Allottees, the Navajo Nation, the Navajo Allottees, and any other individual, entity, corporation, or municipal corporation under federal, State, or other law for all:

13.11.1.1 Past, present, and future claims for Water Rights, including rights to Colorado River Water, for San Juan Southern Paiute Land, arising from time immemorial and, thereafter, forever;

13.11.1.2 Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the San Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe;

13.11.1.3 Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for San Juan Southern Paiute Land, arising from time immemorial through the Enforceability Date;

13.11.1.4 Past, present, and future claims for Injury to Water for San Juan Southern Paiute Land, arising from time immemorial and, thereafter, forever;

13.11.1.5 Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the San

Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe;

13.11.1.6 Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for San Juan Southern Paiute Land, resulting from the Diversion or Use of Water outside of San Juan Southern Paiute Land in a manner not in violation of this Agreement or State law; and

13.11.1.7 Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or the Act.

13.11.2 The waiver and release of claims described in Subparagraph 13.11.1 shall be in the form set forth in Exhibit 13.11 and shall take effect on the Enforceability Date.

13.11.3 Notwithstanding the waiver and release of claims described in Subparagraph 13.11.1 and Exhibit 13.11, the San Juan Southern Paiute Tribe, acting on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, and the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, shall retain any right:

13.11.3.1 To assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under this Agreement, whether such rights are generally stated or specifically described, or the Act in any federal or State court of competent jurisdiction;

13.11.3.2 To assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under the LCR Decree;

13.11.3.3 To assert claims for Water Rights for land owned or acquired by the San Juan Southern Paiute Tribe in fee or held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe in the LCR Watershed pursuant to Subparagraphs 6.4 and 6.5;

13.11.3.4 To object to any claims for Water Rights by or for: (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; and

13.11.3.5 To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe.

13.12 WAIVER, RELEASE, AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE SAN JUAN SOUTHERN PAIUTE TRIBE, ON BEHALF OF THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE, AGAINST THE UNITED STATES

13.12.1 Except as provided in Subparagraph 13.12.3, the San Juan Southern Paiute Tribe, acting on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, as part of the performance of the obligations of the San Juan Southern Paiute Tribe under this Agreement and the Act, shall execute a waiver and release of all claims

against the United States, including agencies, officials, and employees of the United States, under federal, State, or other law for all:

13.12.1.1 Past, present, and future claims for Water Rights, including rights to Colorado River Water, for San Juan Southern Paiute Land, arising from time immemorial and, thereafter, forever:

13.12.1.2 Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the San Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe;

13.12.1.3 Claims for Water Rights within the State that the United States, acting as trustee for the San Juan Southern Paiute Tribe, asserted or could have asserted in any proceeding, except to the extent that such rights are recognized as part of the San Juan Southern Paiute Tribe's Water Rights under the Act.

13.12.1.4 Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for San Juan Southern Paiute Land, arising from time immemorial through the Enforceability Date;

13.12.1.5 Past, present, and future claims for Injury to Water for San Juan Southern Paiute Land, arising from time immemorial and, thereafter, forever;

13.12.1.6 Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter,

forever, that are based on the aboriginal occupancy of land within the State by the San Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe;

13.12.1.7 Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date for San Juan Southern Paiute Land, resulting from the Diversion or Use of Water outside of San Juan Southern Paiute Land in a manner not in violation of this Agreement or State law;

13.12.1.8 Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or the Act;

13.12.1.9 Past, present, and future claims arising from time immemorial and, thereafter, forever, relating in any manner to Injury to Water or Injury to Water Rights based on the provisions of Paragraphs 8.0 and 9.0;

13.12.1.10 Past and Present claims for foregone benefits from non-San Juan Southern Paiute Tribe Use of Water, on and off San Juan Southern Paiute Land (including Water from all sources and for all Uses), within the State arising before the Enforceability Date;

13.12.1.11 Past and Present claims for damage, loss, or injury to land, or natural resources due to loss of Water or Water Rights, including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of Water or Water Rights, claims relating to interference with, Diversion of, or taking of Water, or claims relating to a

failure to protect, acquire, replace, or develop Water, Water Rights, or Water infrastructure, within the State, arising before the Enforceability Date;

13.12.1.12 Past and Present claims arising before the Enforceability Date from a failure to provide for operation, maintenance, or deferred maintenance for any irrigation system or irrigation project on San Juan Southern Paiute Land;

13.12.1.13 Past and Present claims arising before the Enforceability Date from a failure to establish or provide a municipal, rural, or industrial Water delivery system on San Juan Southern Paiute Land; and

13.12.1.14 Past and Present claims for damage, loss, or injury to land or natural resources due to construction, operation, and management of irrigation projects on San Juan Southern Paiute Land, including damages, losses, or injuries to fish habitat, wildlife, and wildlife habitat, within the State arising before the Enforceability Date.

13.12.2 The waiver and release of claims described in Subparagraph 13.12.1 shall be in the form set forth in Exhibit 13.12 and shall take effect on the Enforceability Date.

13.12.3 Notwithstanding the waiver and release of claims described in Subparagraph 13.12.1 and Exhibit 13.12, the San Juan Southern Paiute Tribe, acting on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, shall retain any right:

13.12.3.1 To assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under this Agreement, whether such rights are

generally stated or specifically described, or the Act in any federal or State court of competent jurisdiction;

13.12.3.2 To assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under the LCR Decree;

13.12.3.3 To assert claims for Water Rights for land owned or acquired by the San Juan Southern Paiute Tribe in fee in the LCR Watershed pursuant to Subparagraphs 6.4 and 6.5;

13.12.3.4 To object to any claims for Water Rights by or for: (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; and

13.12.3.5 To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe;

13.13 WAIVER, RELEASE, AND RETENTION OF CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE NAVAJO NATION, THE HOPI TRIBE AND THE SAN JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE

13.13.1 Except as provided in Subparagraph 13.13.3, the United States, in all capacities (except as trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe), as part of the performance of the obligations of the United States

under this Agreement and the Act, shall execute a waiver and release of all claims against the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or any agency, official, or employee of the San Juan Southern Paiute Tribe, under federal, State, or any other law for all:

13.13.1.1 Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, resulting from the Diversion or Use of Water on San Juan Southern Paiute Land arising from time immemorial through the Enforceability Date;

13.13.1.2 Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, resulting from the Diversion or Use of Water on San Juan Southern Paiute Land in a manner that is not in violation of this Agreement or State law; and

13.13.1.3 Past, present, and future claims arising out of, or related in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or the Act.

13.13.2 The waiver and release of claims under Subparagraph 13.13.1. shall be in the form set forth in Exhibit 13.13 and shall take effect on the Enforceability Date.

13.13.3 Notwithstanding the waiver and release of claims described in Subparagraph 13.13.1 and Exhibit 13.13, the United States shall retain any right to assert any claim not expressly waived in accordance with that Subparagraph and that Exhibit, in any federal or State court of competent jurisdiction.

13.14 WAIVER, RELEASE, AND RETENTION OF CLAIMS BY PARTIES OTHER THAN THE SAN JUAN SOUTHERN PAIUTE TRIBE ON BEHALF OF THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE, AND THE UNITED STATES ACTING AS TRUSTEE FOR THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE

13.14.1 For purposes of this Subparagraph 13.14, the term “Parties” shall mean the Parties, except: (a) the Navajo Nation on behalf of the Navajo Nation and the Members of the Navajo Nation; (b) the United States, acting as trustee for the Navajo Nation, the Members of the Navajo Nation, and the Navajo Allottees; (c) the Hopi Tribe on behalf of the Hopi Tribe and the Members of the Hopi Tribe; (d) the United States acting as trustee for the Hopi Tribe, the Members of the Hopi Tribe, and the Hopi Allottees; (e) the San Juan Southern Paiute Tribe on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe; and (f) the United States acting in its capacity as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe.

13.14.2 Except as provided in Subparagraph 13.14.4, the Parties shall execute a waiver and release of all claims against the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, and the United States acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe under federal, State, or other law for all:

13.14.2.1 Past and present claims for Injury to Water Rights resulting from the Diversion or Use of Water on San Juan Southern Paiute Land arising from time immemorial through the Enforceability Date;

13.14.2.2 Claims for Injury to Water Rights arising after the Enforceability Date; resulting from the Diversion or Use of Water on or for San Juan Southern Paiute Land in a manner that is not in violation of this Agreement or State law; and

13.14.2.3 Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or the Act.

13.14.3 The waiver and release of claims described in Subparagraph 13.14.2 shall be in the form set forth in Exhibit 13.14 and shall take effect on the Enforceability Date.

13.14.4 Notwithstanding the waiver and release of claims described in Subparagraph 13.14.2 and Exhibit 13.14, the Parties shall retain any right:

13.14.4.1 To assert claims for injuries to, and seek enforcement of, their rights under this Agreement or the Act in any State or federal court of competent jurisdiction;

13.14.4.2 To assert claims for injuries to, and seek enforcement of, their rights under any judgment and decree entered by the court in the LCR Adjudication Proceedings;

13.14.4.3 To assert past, present, and future claims to Water, including Colorado River Water, that are not inconsistent with this Agreement; and

13.14.3.4 To assert any claims arising after the Enforceability Date for Injury to Water Rights not specifically waived herein.

13.15 SATISFACTION OF WATER RIGHTS AND OTHER BENEFITS

13.15.1 The Navajo Nation and the Members of the Navajo Nation.

13.15.1.1 The benefits provided under this Agreement shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the Navajo Nation and the Members of the Navajo Nation against the Parties, including the United States, that is waived and released by the Navajo Nation acting on behalf of the Navajo Nation and the Members of the Navajo Nation under Subparagraphs 13.1 and 13.3.

13.15.1.2 Any entitlement to Water of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees) or the United States acting as trustee for the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), for Navajo Land shall be satisfied out of the Water resources and other benefits granted, confirmed, quantified, or recognized by this Agreement and the Act, to or for the Navajo Nation, the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), and the United States, acting as trustee for the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees).

13.15.2 Navajo Allottees and the United States, acting as trustee for the Navajo Allottees.

13.15.2.1 The benefits realized by the Navajo Allottees under this Agreement shall be in complete replacement of, complete substitution for, and full satisfaction of:

(a) all claims waived and released by the United States (acting as trustee for the Navajo Allottees) under Subparagraph 13.2; and

(b) any claims of the Navajo Allottees against the United States similar to the claims described in Subparagraph 13.2 that the Navajo Allottees asserted or could have asserted.

13.15.2.2 Any entitlement to Water of the Navajo Allottees or the United States acting as trustee for the Navajo Allottees, for Navajo Allotments shall be satisfied out of the Water resources and other benefits granted, confirmed, or recognized by this Agreement and the Act, to or for the Navajo Allottees and the United States, acting as trustee for the Navajo Allottees.

13.15.3 Notwithstanding Subparagraphs 13.15.1 and 13.15.2, nothing in this Agreement or the Act recognizes or establishes any right of a Member of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees) to Water on Navajo Land.

13.15.4 The Hopi Tribe and the Members of the Hopi Tribe.

13.15.4.1 The benefits provided under this Agreement shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the Hopi Tribe and the Members of the Hopi Tribe against the Parties, including the United States, that is waived and released by the Hopi Tribe acting on behalf of the Hopi Tribe and the Members of the Hopi Tribe under Subparagraphs 13.6 and 13.8.

13.15.4.2 Any entitlement to Water of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees) or the

United States acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), for Hopi Land shall be satisfied out of the water resources and other benefits granted, confirmed, quantified, or recognized by this Agreement and the Act, to or for the Hopi Tribe, the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), and the United States, acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees).

13.15.5 Hopi Allottees and the United States, acting as trustee for the Hopi Allottees.

13.15.5.1 The benefits realized by the Hopi Allottees under this Agreement shall be in complete replacement of, complete substitution for, and full satisfaction of:

(a) all claims waived and released by the United States (acting as trustee for the Hopi Allottees) under Subparagraph 13.7; and

(b) any claims of the Hopi Allottees against the United States similar to the claims described in Subparagraph 13.7 that the Hopi Allottees asserted or could have asserted.

13.15.5.2 Any entitlement to Water of the Hopi Allottees or the United States acting as trustee for the Hopi Allottees, for Hopi Allotments shall be satisfied out of the Water resources and other benefits granted, confirmed, or recognized by this Agreement and the Act, to or for the Hopi Allottees and the United States, acting as trustee for the Hopi Allottees.

13.15.6 Notwithstanding Subparagraphs 13.15.4 and 13.15.5, nothing in this Agreement or the Act recognizes or establishes any right of a Member of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees) to Water on Hopi Land.

13.15.7 San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe

13.15.7.1 The benefits provided under this Agreement shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the San Juan Southern Paiute Tribe and the Member of the San Juan Southern Paiute Tribe against the Parties, including the United States, that is waived and released by the San Juan Southern Paiute Tribe acting on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe under Subparagraphs 13.11 and 13.12.

13.15.7.2 Any entitlement to Water of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe or the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, for San Juan Southern Paiute Land shall be satisfied out of the water resources and other benefits granted, confirmed, quantified, or recognized by this Agreement and the Act, to or for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe and the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe.

13.15.8 Notwithstanding Subparagraphs 13.15.7, nothing in this Agreement or the Act recognizes or establishes any right of a Member of the San Juan Southern Paiute Tribe to Water on San Juan Southern Paiute Land.

13.16 NO EFFECT ON ENFORCEMENT OF ENVIRONMENTAL LAWS

Nothing in this Agreement precludes the United States, acting as sovereign, the Navajo Nation, the Hopi Tribe, or the San Juan Southern Paiute Tribe from enforcing the requirements of federal environmental law and the regulations implementing such law. Nothing in this Agreement precludes the United States, acting as sovereign, the Navajo Nation, the Hopi Tribe, or the San Juan Southern Paiute Tribe from enforcing the requirements of the environmental laws of the Tribes, and the regulations implementing such laws, on the Navajo Reservation, the Hopi Reservation, the San Juan Southern Paiute Reservation, Navajo Allotments, Hopi Allotments, and lands held in trust by the United States for the benefit of the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe.

14.0 ENFORCEABILITY DATE

14.1 CONDITIONS TO THE ENFORCEABILITY DATE

This Agreement, including the waivers and releases of claims described in Paragraph 13.0 of this Agreement and in the Act, shall take effect and be fully enforceable on the date on which the Secretary publishes in the Federal Register a statement of findings that:

14.1.1 This Agreement has been revised, through an amendment and restatement, to:

14.1.1.1 eliminate any conflict between this Agreement and the Act; and

14.1.1.2 include as Exhibits to this Agreement the executed Navajo Nation Water Delivery Contracts required by Subparagraphs 10.1.1, 10.1.2, and 10.1.3, and the executed Hopi Tribe Water Delivery Contracts as required by 11.1.1 and 11.1.2 ;

14.1.2 The Agreement as revised through an amendment and restatement has been signed by all Parties and any exhibit requiring execution by any Party has been executed by the required Party;

14.1.3 The waivers and releases of claims described in Paragraph 13.0 of the Agreement and section 14 of the Act have been executed by the United States, Navajo Nation, Hopi Tribe, San Juan Southern Paiute Tribe, the State, and the Parties;

14.1.4 Five billion dollars (\$5.0 billion) has been appropriated and deposited in the designated accounts;

14.1.5 The LCR Decree has been approved by the LCR Adjudication Court substantially in the form of the judgment and decree attached to this Agreement as Exhibit 3.1.82, as amended to ensure consistency with the Act;

14.1.6 The Gila River Adjudication Decree has been approved by the Gila River Adjudication Court substantially in the form of the judgment and decree attached to this Agreement as Exhibit 3.1.47, as amended to ensure consistency with the Act; and

14.1.7 The San Juan Southern Paiute Tribe and the NTUA have executed the water service agreement referred to in Subparagraph 6.3.1.

14.1.8 The Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe each have executed the tribal resolution referenced in subsection 18(a)(2), 18(b)(2), and 18(c)(2) of the Act consenting to the limited waiver of sovereign immunity from suit in the circumstances described in section 18 of the Act.

14.2 FAILURE TO SATISFY CONDITIONS

Pursuant to section 16 of the Act, if the Secretary fails to publish in the Federal Register a statement of findings under Subparagraph 14.1 of this Agreement by June 30, 2035, or such alternative later date as may be agreed to by the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the Secretary, and the State, the Act will be repealed and this Agreement shall be void.

14.3 CONTINUED EXISTENCE OF THE SAN JUAN SOUTHERN PAIUTE RESERVATION

Notwithstanding Subparagraph 14.2, if the Secretary fails to publish in the Federal Register a statement of findings under Subparagraph 14.1 of this Agreement by June 30, 2035, or such alternative later date as may be agreed upon by the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the Secretary and the State, section 19 of the Act shall remain in full force and effect.

15.0 OTHER PROVISIONS

15.1 NO IMPAIRMENT OF EXISTING RIGHTS

Nothing in this Agreement or any contract entered into pursuant to this Agreement or the Act shall impair any right to the delivery or beneficial consumptive use of Colorado River

water under the 1944 Treaty with Mexico or any compact, law, decree, or contract in effect on the Enforceability Date.

15.2 RELATION TO PUBLIC DOMAIN ALLOTMENTS

15.2.1 Nothing in this Agreement:

15.2.1.1 Quantifies or adjudicates any Water Right or any claim or entitlement to Water of a Public Domain Allottee; or

15.2.1.2 Precludes the United States, acting as trustee for Public Domain Allottees, from making claims for Water Rights in Arizona that are consistent with the Abstracts attached as Exhibit 3.1.132B. To the extent authorized by applicable law, Public Domain Allottees, or the United States, acting as trustee for Public Domain Allottees, may make claims to, and may be adjudicated, individual Water Rights in Arizona.

15.2.2 Water rights for Public Domain Allotments shall be separately adjudicated outside of this Agreement. None of the conditions of Use of the Navajo Nation's Water Rights as set forth in this Agreement shall apply, by virtue of this Agreement, to Water Rights later decreed for Public Domain Allotments.

15.2.3 Water Uses for Public Domain Allotments Outside the Navajo Reservation:

15.2.3.1 Exhibit 3.1.132B describes Water Uses for Public Domain Allotments outside the Navajo Reservation.

15.2.3.2 Except as provided in Subparagraph 15.2.3.3 and Subparagraph 15.2.3.4, the Parties shall not object to, dispute, or challenge, on any basis, in the LCR Adjudication

or in any other judicial or administrative proceeding, claims to Water Rights with the attributes described in the Abstracts for the 51 Public Domain Allotments outside the Navajo Reservation attached hereto as Exhibit 3.1.132B; and

15.2.3.3 The Parties retain the right to object to the “Basis of Right” attribute described in the Abstracts for the 51 Public Domain Allotments outside the Navajo Reservation attached hereto as Exhibit 3.1.132B.

15.2.3.4 The United States, acting as trustee for Public Domain Allottees, shall not assert claims to Water Rights that are inconsistent with the Abstracts attached hereto as Exhibit 3.1.132B. The Parties retain the right to object to, dispute, or challenge claims asserted on behalf of Public Domain Allottees that are inconsistent with Abstracts attached hereto as Exhibit 3.1.132B.

15.3 ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding among the Parties. Evidence of conduct or statements made in the course of negotiating this Agreement, including, but not limited to previous drafts of this Agreement, is inadmissible in any legal proceedings.

15.4 MODIFICATIONS TO AGREEMENT AND AMENDMENTS TO EXHIBITS

15.4.1 Amendments to the Agreement. No modification of this Agreement after the Enforceability Date shall be effective unless it is in writing, signed by all Parties, and is approved by the LCR Adjudication Court. Notice of such amendments shall be made to all of the Parties in accordance with Subparagraph 15.18.

15.4.2 Amendments to Exhibits. Notwithstanding the provisions of Subparagraph 15.4.1, Exhibits to this Agreement may be amended by the Parties to such Exhibits in accordance with their terms, without LCR Adjudication Court approval, unless such approval is required in the Exhibit or by law; provided, however, that no amendment of any Exhibit may violate any provisions of the Act, or this Agreement, or adversely affect the rights under this Agreement of any Party who is not a signatory of such an amendment. Notice of such amendments shall be made to all of the Parties in accordance with Subparagraph 15.18. Failure to provide such notice in accordance with the terms of Subparagraph 15.18 shall not affect the validity of an amendment to an Exhibit made hereunder.

15.5 STATE CAPACITY

15.5.1 Execution by the Governor. Execution of this Agreement by the Governor of the State constitutes the commitment of the State to assist in carrying out the provisions of this Agreement to the extent it may do so in accordance with its responsibility and authority under the law. Execution of this Agreement by the Governor of the State also constitutes the commitment of the State to carry out the terms and conditions of Subparagraphs 9.4.1, 9.4.1.1, 9.4.1.2, 9.9, 13.5, 13.10 and 13.14.

15.5.2 Execution by State Agencies. Execution of this Agreement by the Arizona State Land Department, the Arizona Game and Fish Commission and the Arizona Department of Transportation signifies that provisions of this Agreement affecting the State as a Claimant have been approved by the Arizona State Land Department, the Arizona Game and Fish Commission,

the Arizona Department of Transportation, and these agencies assume the obligations of and are entitled to the benefits of this Agreement.

15.5.3 Exceptions. Except as provided in Subparagraphs 15.5.1 and 15.5.2, it is not intended that this Agreement shall be determinative of any decision or recommendation to be made by any State agency in any administrative, adjudicatory, rule making, or other proceeding or matter.

15.6 PARTIES BOUND ON EFFECTIVE DATE; OBLIGATION TO WORK IN GOOD FAITH

With the exception of the United States, all of the Parties shall be bound by the terms of this Agreement as of the Effective Date, regardless of the date on which the Party executes the Agreement. Each Party shall have the obligation to work in good faith to satisfy the conditions in this Agreement.

15.7 STAY OF LITIGATION AND WITHDRAWAL OF OBJECTIONS

15.7.1 Not later than 30 days following the Effective Date, the Parties who are parties to the LCR Adjudication shall file a motion in the form attached hereto as Exhibit 15.7.1 in the LCR Adjudication Court to stay all litigation relating to the claims of the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the United States on their behalf.

15.7.2 Not later than 30 days following the Effective Date, the Parties who are parties to the LCR Adjudication shall file and seek approval by the LCR Adjudication Court of stipulations in substantially the same form as the form of stipulations attached hereto as Exhibit 15.7.2.

15.8 AUTHORITY TO EXECUTE

By signing this Agreement each signatory represents that he or she has the authority to execute it.

15.9 RIGHT TO PETITION ANY COURT OF COMPETENT JURISDICTION

Any Party shall have the right to petition any State or federal court of competent jurisdiction, without any requirement to exhaust tribal administrative or judicial remedies, for such declaratory and injunctive relief as may be necessary to enforce the terms, conditions, and limitations of this Agreement. Nothing contained herein waives the right of the United States, the Navajo Nation, the Hopi Tribe, or the San Juan Southern Paiute Tribe to object to the jurisdiction of the courts of the State to adjudicate any dispute arising under this Agreement or the Act. Furthermore, nothing herein waives the right of any Party to object to the jurisdiction of any federal Court to adjudicate a dispute arising under this Agreement or the Act.

15.10 GOVERNING LAW

This Agreement shall be construed in accordance with applicable law.

15.11 SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties, including successor State agencies.

15.12 STATE CONFLICT OF INTEREST

The provisions of A.R.S. § 38-511 are incorporated by reference herein.

15.13 ANTI-DEFICIENCY

15.13.1 United States. The expenditure or advance of any money or the performance of any obligation by the United States, in any of its capacities, under this Agreement shall be contingent upon appropriation of funds. The United States shall not be liable for the failure to carry out any obligation or activity authorized under this Agreement and the Act (including any such obligation or activity under this Agreement and the Act) if adequate appropriations are not provided by Congress expressly to carry out the purposes of this Agreement and the Act.

15.13.2 State. The expenditure or advance of any money or the performance of any obligation by the State, in any of its capacities, under this Agreement shall be contingent upon appropriation of funds. No liability shall accrue to the State, in any of its capacities, in the event funds are not appropriated.

15.14 NO BENEFIT TO MEMBERS OF CONGRESS OR RESIDENT COMMISSIONERS

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share of this Agreement or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.

15.15 DUPLICATE ORIGINALS AND COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument. This Agreement also may be executed in duplicate originals, each of which shall constitute an original Agreement.

15.16 NO QUANTIFICATION OR EFFECT ON RIGHTS OF OTHER TRIBES OR THE UNITED STATES ON THEIR BEHALF

Except as provided in Subparagraph 8.3:

15.16.1 Nothing in this Agreement shall be construed to quantify or otherwise affect the Water Rights, claims or entitlements to Water of any Indian tribe, nation, band or community, other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe.

15.16.2 Nothing in this Agreement shall affect the ability of the United States to take action on behalf of any Indian tribe, nation, band, community, other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and their Members, Navajo Allottees, Hopi Allottees, and Public Domain Allottees.

15.17 CONSTRUCTION AND EFFECT

The Paragraph and Subparagraph titles used in this Agreement are for convenience only and shall not be considered in the construction of this Agreement. As used in this Agreement, a capitalized term shall have the meaning set forth in Subparagraph 3.1. All other words shall have their ordinary meaning.

15.18 NOTICES

All notices required to be given hereunder shall be in writing and may be given in person or by United States mail postage prepaid, and shall become effective at the earliest of actual receipt by the Party to whom notice is given, when delivered to the designated address of the Party, or if mailed, forty-eight hours after deposit in the United States mail addressed as shown on Exhibit 15.18 or to such other address as such Party may from time to time designate in writing. Any communication by facsimile transmission or electronic mail by one Party to

another shall not constitute effective notice as is required by this Subparagraph, but shall be deemed to be given as a courtesy only.

15.19 INTENDED THIRD-PARTY BENEFICIARIES

Any Person who is not a Party to this Agreement but whose Water Rights are protected by this Agreement is a third-party beneficiary and is entitled to enforce the provisions of this Agreement against the Parties.

15.20 NO STATE LEGISLATION PERMITTING GROUNDWATER TRANSPORTATION OUT OF LITTLE COLORADO RIVER BASIN

After the Enforceability Date, the Parties, other than the State, the Arizona State Land Department, the Arizona Game and Fish Commission, the Arizona Department of Transportation, and the United States, shall not seek legislation, and shall oppose any bill introduced in the state legislature, that would allow groundwater to be transported away from the Little Colorado River Plateau Groundwater Basin, except as allowed under A.R.S. § 45-544 in effect on the Effective Date.

15.21 ATKINSON TRADING COMPANY, INC., PROPERTY

The terms of this Agreement and the laws of the State shall apply to the withdrawal or Use of Water from the two Existing Wells owned by the Atkinson Trading Company, Inc. and any replacement Well(s). This Agreement does not address: (a) jurisdiction over land that Atkinson Trading Company, Inc. owns or claims to own, or other facilities owned by Atkinson Trading Company, Inc. for any other purpose; or (b) ownership of land between the west bank of the Little Colorado River and the centerline of the Little Colorado River located in Section 22,

T29N, R9E, which is part of the land depicted in the map attached as Exhibit 8.5.2. The Navajo Nation, the United States acting as trustee for the Navajo Nation, and the Atkinson Trading Company, Inc. retain their rights or claims concerning the described land. The assertion of such rights or claims relating to said land, if any, or the resolution of such claims in any forum or tribunal, shall not modify or affect in any way the provisions of this Agreement regarding Atkinson Trading Company, Inc.'s withdrawal and Use of Water including the jurisdiction over such withdrawal and Use of Water.

15.22 PARAGRAPH AND SUBPARAGRAPH REFERENCES

A reference to a Paragraph of this Agreement shall mean a reference to the Paragraph in its entirety, including all Subparagraphs of that Paragraph. A reference to a Subparagraph of this Agreement shall mean a reference to the Subparagraph in its entirety, including all subparagraphs of that Subparagraph.

16.0 EXECUTION BLOCKS

IN WITNESS HEREOF, the Parties have executed this Agreement dated as of the day and year first above written.

THE UNITED STATES OF AMERICA

By: _____

Dated: _____

Secretary of the Interior

Agreement Dated May 9, 2024

THE STATE OF ARIZONA

By: _____

Dated: _____

Governor

Attest: _____

Secretary of State

SIGNATURE AUTHORITY

The undersigned representatives of the Navajo Nation to this Agreement certify that he and she are fully authorized to enter into the terms and conditions of this Agreement, to execute it, and to bind the Navajo Nation to this Agreement.

Navajo Nation

This Agreement is executed by the Navajo Nation, acting through its President and its Attorney General.

IN WITNESS WHEREOF, the Navajo Nation has executed this Agreement on the dates provided below.

THE NAVAJO NATION

By: _____
Buu Nygren, President

Date: _____

By: _____
Ethel Branch, Attorney General

Date: _____

Agreement Dated May 9, 2024

HOPI TRIBE

By: _____

Dated: _____

Chairman

Attest: _____

Approved as to form:

Attorney

Agreement Dated May 9, 2024

SAN JUAN SOUTHERN PAIUTE TRIBE

By: _____

Dated: _____

President

Attest: _____

Approved as to form:

Attorney

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

SALT RIVER VALLEY WATER USERS' ASSOCIATION

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

By: _____
President

Attest: _____
Secretary

Agreement Dated May 9, 2024

ARIZONA PUBLIC SERVICE CO.

By: _____

Title: _____

Dated: _____

Attest: _____

Secretary

Approved as to form:

Attorney

THE CITY OF FLAGSTAFF, an Arizona municipal corporation
Mayor
APPROVED AS TO FORM:
City Attorney
ATTEST:
City Clerk

CITY OF WINSLOW

By: _____

Dated: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

CITY OF HOLBROOK

By: _____

Dated: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

CITY OF SHOW LOW

By: _____

Dated: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

CITY OF ST. JOHNS

By: _____

Dated: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

TOWN OF EAGAR

By: _____

Dated: _____

Mayor

Attest: _____

Town Clerk

Approved as to form:

Town Attorney

TOWN OF SNOWFLAKE

By: _____

Dated: _____

Mayor

Attest: _____

Town Clerk

Approved as to form:

Town Attorney

TOWN OF SPRINGERVILLE

By: _____

Dated: _____

Mayor

Attest: _____

Town Clerk

Approved as to form:

Town Attorney

TOWN OF TAYLOR

By: _____

Dated: _____

Mayor

Attest: _____

Town Clerk

Approved as to form:

Town Attorney

Agreement Dated May 9, 2024

BAR T BAR RANCH, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

BAR T BAR RANCH COMPANY, LLP, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

METEOR CRATER ENTERPRISES, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

CRATER RANCH, LLC

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

FLYING M RANCH, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

AZTEC LAND AND CATTLE COMPANY, LIMITED

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

AZTEC LAND COMPANY, LLC

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

ARIZONA STATE LAND DEPARTMENT

By: _____

Title: _____

Dated: _____

Agreement Dated May 9, 2024

ARIZONA GAME AND FISH COMMISSION

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Dated: _____

Agreement Dated May 9, 2024

GROVER'S HILL IRRIGATION DISTRICT

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

J. ALBERT BROWN RANCHES, INC.

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

PIONEER IRRIGATION COMPANY

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

SHOW LOW/PINETOP-WOODLAND IRRIGATION COMPANY

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

SILVER CREEK IRRIGATION DISTRICT

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

LAKESIDE IRRIGATION COMPANY

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

LITTLE COLORADO WATER CONSERVATION DISTRICT

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

FOREST LAKES DOMESTIC WATER IMPROVEMENT DISTRICT

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

PINETOP-LAKESIDE SANITARY DISTRICT

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

PORTER SPRINGS, LLC

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

Agreement Dated May 9, 2024

ATKINSON TRADING COMPANY, INC.

By: _____

Dated: _____

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

EXHIBIT 3.1.3 - Form of Abstract

IN PROCESS OF FINALIZATION

EXHIBIT 3.1.4

ATTACHED

May 9, 2024

_____ CONGRESS

_____ SESSION

S. _____

IN THE SENATE OF THE UNITED STATES

_____ **A BILL**

To provide for the settlement of the water rights claims of the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

TABLE OF CONTENTS

The table of contents of this Act is as follows:

- SEC. 1. Short Title.
- SEC. 2. Purposes.
- SEC. 3. Definitions.
- SEC. 4. Ratification and Execution of The Northeastern Arizona Indian Water Rights Settlement Agreement.
- SEC. 5. Water Rights.
- SEC. 6. Allocation and Assignment of Colorado River Water to the Tribes; Water Delivery Contracts.
- SEC. 7. Colorado River Water Leases and Exchanges; Uses.
- SEC. 8. The iina' ba' - paa tuwaqat'si pipeline; Construction; Ownership.
- SEC. 9. The iina' ba' - paa tuwaqat'si pipeline Implementation Fund.
- SEC. 10. The Navajo Nation Water Settlement Trust Fund.
- SEC. 11. The Hopi Tribe Settlement Trust Fund.
- SEC. 12. The San Juan Southern Paiute Tribe Water Settlement Trust Fund.
- SEC. 13. Funding.
- SEC. 14. Waivers, Releases, and Retention of Claims.
- SEC. 15. Satisfaction of Water Rights and Other Benefits.
- SEC. 16. Enforceability Date.
- SEC. 17. Colorado River Accounting.
- SEC. 18. Limited Waiver of Sovereign Immunity.
- SEC. 19. Ratification of the Treaty; Proclamation of San Juan Southern Paiute Reservation.
- SEC. 20. In general.

SEC. 1. SHORT TITLE.

This Act may be cited as the “Northeastern Arizona Indian Water Rights Settlement Act of 2024.”

SEC. 2. PURPOSES.

The purposes of this Act are—

(1) to achieve a fair, equitable and final settlement of all claims to rights to Water in the State of Arizona for—

(A) the Navajo Nation and Navajo Allottees;

(B) the Hopi Tribe and Hopi Allottees;

(C) the San Juan Southern Paiute Tribe; and

(D) the United States, acting as trustee for the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, Navajo Allottees, and Hopi Allottees;

(2) to authorize, ratify, and confirm the Northeastern Arizona Indian Water Rights Settlement Agreement entered into by the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe, the State, and other Parties to the extent that the Northeastern Arizona Indian Water Rights settlement agreement is consistent with this Act;

(3) to authorize and direct the Secretary to execute and perform the duties and obligations of the Secretary under the settlement agreement and this Act; and

(4) to authorize funds necessary for the implementation of the settlement agreement and this Act.

SEC. 3. DEFINITIONS.

In this title:

(1) 1882 RESERVATION. The term “1882 Reservation” means those lands within the exterior boundaries of the “Hopi Indian Reservation” defined as District 6, and all lands withdrawn by the Executive Order of Dec. 16, 1882 and partitioned to the Hopi Tribe in accordance with the Act of Dec. 22, 1974, Pub. L. 93-531, § 4, 88 Stat. 1713 (formerly codified as amended at 25 U.S.C. § 640d-3), by Judgment of Partition, Feb. 10, 1977, *Sekaquaptewa v. MacDonald*, Case No. CIV-579-PCT-JAW (D. Ariz.), *aff’d*, 626 F.2d 113 (9th Cir. 1980).

(2) 1934 ACT CASE. The term “1934 Act Case” means *Honyoama v. Shirley, Jr.*, Case No. CIV 74-842-PHX-EHC (D. Ariz. 2006).

(3) AFY. The term “afy” means acre-feet per Year.

(4) ARIZONA DEPARTMENT OF WATER RESOURCES OR ADWR. The terms “Arizona Department of Water Resources” or “ADWR” mean the agency of the State established pursuant to Arizona Revised Statutes § 45-102, *et seq.*, or its successor agency or entity.

(5) CENTRAL ARIZONA PROJECT OR CAP. The terms “Central Arizona Project” or “CAP” mean the federal reclamation project authorized and constructed by the United States in accordance with Title III of the Colorado River Basin Project Act (43 U.S.C. § 1521, *et seq.*).

(6) CENTRAL ARIZONA WATER CONSERVATION DISTRICT OR CAWCD. The terms “Central Arizona Water Conservation District” or “CAWCD” mean the political subdivision of the State that is the contractor under the CAP Repayment Contract.

(7) CAP REPAYMENT CONTRACT. The term CAP Repayment Contract” means:

- (A) the contract dated December 1, 1988 (Contract No. 14-06-W-245, Amendment No. 1), between the United States and the Central Arizona Water Conservation District for the delivery of Water and the repayment of costs of the Central Arizona Project; and
- (B) any amendment to, or revision of, that contract.

(8) CIBOLA WATER. The term “Cibola Water” means the Hopi Tribe’s entitlement to the Diversion of up to 4,278 afy of the Fourth Priority Water described in the Hopi Tribe Existing Cibola Contract.

(9) COLORADO RIVER COMPACT. The term “Colorado River Compact” means the Colorado River Compact of 1922, as ratified and reprinted in article 2 of chapter 7 of title 45, Arizona Revised Statutes.

(10) COLORADO RIVER WATER.

- (A) The term “Colorado River Water” means the waters of the Colorado River apportioned for use within the State by the Boulder Canyon Project Act of 1928, 43 U.S.C. §§ 617c and 617d, as amended; the Upper Colorado River Basin Compact of 1948, as ratified and reprinted, article 3 of chapter 7 of title 45, Arizona Revised Statutes; the Colorado River Basin Project Act of 1968, 43 U.S.C. § 1501, *et seq.*, as amended; the Contract for Delivery of Water Between the United States and the State of Arizona dated February 9, 1944; and the Decree.

- (B) The definition of Colorado River Water in this Agreement and this Act shall be used only for purposes of interpreting the settlement agreement and this Act, and shall not be used for any interpretation of existing law or contract, including:
- (i) The Boulder Canyon Project Act of 1928, 43 U.S.C. §§ 617c and 617d, as amended;
 - (ii) the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in article 3 of chapter 7 of title 45, Arizona Revised Statutes;
 - (iii) the Colorado River Basin Project Act of 1968, 43 U.S.C. § 1501, *et seq.*, as amended;
 - (iv) the Contract for Delivery of Water Between the United States and the State of Arizona dated February 9, 1944; and
 - (v) the Decree.

(11) DECREE. The term “Decree” means, when used without a modifying adjective, collectively the decree of the Supreme Court of the United States in *Arizona v. California*, 376 U.S. 340 (1964), the Consolidated Decree entered on March 27, 2006, in that case, 547 U.S. 150, and any modifications thereof.

(12) DIVERSION. The term “Diversion” means an act to Divert.

(13) DIVERT, DIVERTING, AND DIVERTED. The terms “Divert,” “Diverting,” and “Diverted” mean to receive, withdraw, develop, produce, or capture Water using:

- (A) a ditch, canal, flume, bypass, pipeline, pit, collection or infiltration gallery, conduit, Well, pump, turnout, dam, or any other mechanical device; or
- (B) any other human act.

(14) **EFFECTIVE DATE.** The term “Effective Date” means the date as of which the settlement agreement has been executed by no less than 30 of the Parties including all of the following: the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the State of Arizona, the Arizona State Land Department, the Central Arizona Water Conservation District, the Salt River Project Agricultural Improvement and Power District, and the Salt River Valley Water Users’ Association.

(15) **EFFLUENT.** The term “Effluent” means water that: (a) has been used in the State for domestic, municipal, or industrial purposes, other than solely for hydropower generation; and (b) is available for re-use for any purpose, regardless of whether the water has been treated to improve the quality of the water.

(16) **ENACTMENT DATE.** The term “Enactment Date” means the date of enactment of this Act.

(17) **ENFORCEABILITY DATE.** The term “Enforceability Date” means the date described in section 16 of this Act.

(18) **FIFTH PRIORITY WATER.** The term “Fifth Priority Water” means Fifth Priority Water as that term is defined in the Hopi Tribe Existing Cibola Contract.

(19) **FOURTH PRIORITY WATER.** The term “Fourth Priority Water” means Colorado River Water available for delivery within the State for satisfaction of entitlements:

- (A) in accordance with contracts, Secretarial reservations, perfected rights, and other arrangements between the United

States and Water users in the State entered into or established subsequent to September 30, 1968, for use on Federal, State, or privately owned lands in the State, in a total quantity not greater than 164,652 afy of Diversions; and

- (B) after first providing for the delivery of Colorado River Water for the CAP System, including for use on Indian land, under Section 304(e) of the Colorado River Basin Project Act (43 U.S.C. § 1524(e)), in accordance with the CAP Repayment Contract.

(20) GILA RIVER ADJUDICATION. The term “Gila River Adjudication” means that action pending in the Superior Court of the State, in and for the County of Maricopa, *In re the General Adjudication of All Rights To Use Water in The Gila River System and Source*, W-1 (Salt), W-2 (Verde), W-3 (Upper Gila), W-4 (San Pedro) (Consolidated).

(21) GILA RIVER ADJUDICATION COURT. The term “Gila River Adjudication Court” means the Superior Court of the State, in and for the County of Maricopa, exercising jurisdiction over the Gila River Adjudication.

(22) GILA RIVER ADJUDICATION DECREE. The term “Gila River Adjudication Decree” means the judgment or decree entered by the Gila River Adjudication Court in substantially the same form as the form of judgment attached to the settlement agreement as Exhibit 3.1.48.

(23) GROUNDWATER. The term “Groundwater” means all Water beneath the surface of the earth within the State that is not:

- (A) Surface Water;
- (B) Colorado River Water; or
- (C) Effluent.

(24) HOPI ALLOTMENT. The term “Hopi Allotment” means any of the eleven (11) parcels allotted pursuant to Section 4 of the General Allotment Act of 1887, 24 Stat. 389, ch. 119 (formerly codified at 25 U.S.C. § 334) that are:

- (A) located within the exterior boundaries of the Hopi Reservation; and
- (B) held in trust by the United States for the benefit of one or more individual Indians under allotment record numbers AR-39, -40, -41, -42, -43, -44, -45, -46, -47, -48, and -49.

(25) HOPI ALLOTTEE. The term “Hopi Allottee” means an individual Indian holding a beneficial interest in a Hopi Allotment, or an Indian Tribe holding an undivided fractional beneficial interest in a Hopi Allotment.

(26) HOPI FEE LAND. The term “Hopi Fee Land” means land, other than Hopi Trust Land, that:

- (A) is located in the State;
- (B) is located outside the exterior boundaries of the Hopi Reservation; and
- (C) as of the Enforceability Date, is owned by the Hopi Tribe; whether in its own name or through an entity wholly owned or controlled by the Hopi Tribe.

(27) HOPI LAND. The term “Hopi Land” means, collectively, the Hopi Reservation, Hopi Trust Land, and Hopi Fee Land.

(28) HOPI RESERVATION. The term “Hopi Reservation” means those lands within the exterior boundaries of the “Hopi Indian Reservation” defined as District 6, and all lands withdrawn by the Executive Order of Dec. 16, 1882 and partitioned to the Hopi Tribe in accordance with the Act of Dec. 22, 1974, Pub. L. 93-531, § 4, 88 Stat. 1713 (formerly codified as amended at 25 U.S.C. § 640d-3), by Judgment of Partition, Feb. 10, 1977, *Sekaquaptewa v. MacDonald*, Case No. CIV-579-PCT-JAW (D. Ariz.), aff’d, 626 F.2d 113 (9th Cir. 1980), and all lands recognized as part of the Hopi Reservation in the 1934 Act Case. The foregoing description of the Hopi Reservation is more particularly set forth on the map attached to the settlement agreement as Exhibit 3.1.57. In case of a conflict between this definition and Exhibit 3.1.57 of the settlement agreement, Exhibit 3.1.57 shall be demonstrative only, and this definition shall control.

(29) HOPI TRIBE. The term “Hopi Tribe” means the Hopi Tribe, a tribe of Hopi Indians organized under Section 16 of the Indian Reorganization Act of June 18, 1934, 48 Stat. 987 (25 U.S.C. § 476), and duly recognized by the Secretary (89 Fed. Reg. 944, 945 (Jan. 8, 2024)).

(30) HOPI TRIBE AGRICULTURAL CONSERVATION TRUST FUND ACCOUNT. The term “Hopi Tribe Agricultural Conservation Trust Fund Account” means the account created pursuant to section 11(b)(3) of this Act and described in subparagraph 12.3.3 of the settlement agreement.

(31) Hopi TRIBE CIBOLA WATER. The term “Hopi Tribe Cibola Water” means the Fourth, Fifth, and Sixth Priority Colorado River Water to which the Hopi Tribe is entitled pursuant to subparagraphs 5.8.2 and 5.8.3 of the settlement agreement.

(32) HOPI TRIBE EXISTING CIBOLA CONTRACT. The term “Hopi Tribe Existing Cibola Contract” means Contract No. 04-XX-30-W0432 between the United States and the Hopi Tribe, as amended and in full force and effect as of the Effective Date.

(33) HOPI TRIBE GROUNDWATER PROJECTS. The term “Hopi Tribe Groundwater Projects” means the projects described in section 11(f)(1) of this Act and in subparagraph 12.3.1 of the settlement agreement.

(34) HOPI TRIBE GROUNDWATER PROJECTS TRUST FUND ACCOUNT. The term “Hopi Tribe Groundwater Projects Trust Fund Account” means the account created pursuant to section 11(b)(1) of this Act and described in subparagraph 12.3.1 of the settlement agreement.

(35) HOPI TRIBE LOWER BASIN COLORADO RIVER WATER ACQUISITION TRUST FUND ACCOUNT. The term “Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account” means the account created pursuant to section 11(b)(4) of this Act and described in subparagraph 12.3.4 of the settlement agreement.

(36) HOPI TRIBE OM&R TRUST FUND ACCOUNT. The term “Hopi Tribe OM&R Trust Fund Account” means the account created pursuant to section 11(b)(2) of this Act and described in subparagraph 12.3.2 of the settlement agreement.

(37) HOPI TRIBE SETTLEMENT CIBOLA CONTRACT. The term “Hopi Tribe Settlement Cibola Contract” means the contract entered into between the United States and the Hopi Tribe pursuant to section 6 of this Act and the settlement agreement for delivery of Hopi Tribe Cibola Water after the Enforceability Date.

(38) HOPI TRIBE UPPER BASIN COLORADO RIVER WATER. The term “Hopi Tribe Upper Basin Colorado River Water” means the 2,300 afy of Upper Basin

Colorado River Water allocated to the Hopi Tribe pursuant to section 6 of this Act and as provided in subparagraphs 5.7 and 11.1.1 of the settlement agreement.

(39) HOPI TRIBE WATER DELIVERY CONTRACT. The term “Hopi Tribe Water Delivery Contract” means one or more contracts entered into by Secretary and the Hopi Tribe in accordance with section 6 of this Act and paragraph 11 of the settlement agreement for the delivery of Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water.

- (40) HOPI TRUST LAND. The term “Hopi Trust Land” means land that:
- (A) is located in the State;
 - (B) is located outside the exterior boundaries of the Hopi Reservation; and
 - (C) as of the Enforceability Date is held in trust by the United States for the benefit of the Hopi Tribe.

(41) IINÁ BÁ - PAA TUWAQAT’SI PIPELINE. The term “iiná bá - paa tuwaqat’si pipeline” means the water project described in section 8 of this Act and subparagraph 12.1 of the settlement agreement.

(42) IINÁ BÁ – PAA TUWAQAT’SI PIPELINE IMPLEMENTATION FUND ACCOUNT. The term “iiná bá – paa tuwaqat’si pipeline Implementation Fund Account” means the account created in the Treasury of the United States described in section 9 of this Act and subparagraph 12.1.1 of the settlement agreement.

(43) IMPOUNDMENT. The term “Impoundment” means a human-made structure used to store water.

(44) INJURY TO RIGHTS TO SURFACE WATER. The term “Injury to Rights to Surface Water” means a direct Diversion of Surface Water, other than from

a Well, that materially diminishes the flows and flood flows of Surface Water on the Navajo Reservation or on a Navajo Allotment, relating only to paragraph 8.0 of the settlement agreement.

(45) INJURY TO WATER. The term “Injury to Water” means injury to water based on changes in or degradation of the salinity or concentration of naturally occurring chemical constituents contained in Water.

(46) INJURY TO WATER RIGHTS. The term “Injury to Water Rights” means an interference with, diminution of, or deprivation of, Water Rights under Federal, State, or other law. The term “Injury to Water Rights” does not include any injury to water quality.

(47) IRRIGATION. The term “Irrigation” means the use of water on two (2) or more acres of land to produce plants or parts of plants for sale or human consumption, or for use as feed for livestock, range livestock, or poultry.

(48) LCR. The term “LCR” means the Little Colorado River.

(49) LCR ADJUDICATION. The term “LCR Adjudication” means that action pending in the Superior Court of the State, in and for the County of Apache, *In re: the General Adjudication of All Rights to Use Water in the Little Colorado River System and Source*, CIV No. 6417.

(50) LCR ADJUDICATION COURT. The term “LCR Adjudication Court” means the Superior Court of the State, in and for the County of Apache, exercising jurisdiction over the LCR Adjudication.

(51) LCR DECREE. The term “LCR Decree” means the judgment or decree entered by the LCR Adjudication Court in substantially the same form as the form of judgment attached as Exhibit 3.1.82 to the settlement agreement.

(52) LCR WATERSHED. The term “LCR Watershed” means lands located within the Surface Water drainage of the LCR and its tributaries in the State, as shown on the map attached as Exhibit 3.1.83 to the settlement agreement.

(53) Lower Basin. The term “Lower Basin” means the ‘Lower Basin’ as defined in Article II(g) of the Colorado River Compact.

(54) MEMBER OR MEMBERS. The terms “Member” or “Members” means any person or persons duly enrolled as a member or members of the Navajo Nation, the Hopi Tribe, or the San Juan Southern Paiute Tribe.

(55) NAVAJO ALLOTMENT. The term “Navajo Allotment” means a parcel of land patented pursuant to Section 1 of the General Allotment Act of 1887, 24 Stat. 388, ch. 119 (formerly codified at 25 U.S.C. § 331):

- (A) originally allotted to an individual identified in the allotting document as a Navajo Indian;
- (B) located within the exterior boundaries of the Navajo Reservation; and
- (C) held in trust by the United States for the benefit of one or more individual Indians.

(56) NAVAJO ALLOTTEE. The term “Navajo Allottee” means an individual Indian holding a beneficial interest in a Navajo Allotment, or an Indian Tribe holding an undivided fractional beneficial interest in a Navajo Allotment.

(57) NAVAJO FEE LAND. The term “Navajo Fee Land” means land, other than Navajo Trust Land, that:

- (A) is located in the State;
- (B) is located outside the exterior boundaries of the Navajo Reservation; and
- (C) as of the Enforceability Date, is owned by the Navajo Nation, whether in its own name or through an entity wholly owned or controlled by the Navajo Nation.

(58) NAVAJO-GALLUP WATER SUPPLY PROJECT. The term “Navajo-Gallup Water Supply Project” means the project authorized, constructed, and operated pursuant to the Northwestern New Mexico Rural Water Projects Act.

(59) NAVAJO LAND. The term “Navajo Land” means collectively, the Navajo Reservation, Navajo Trust Land, and Navajo Fee Land.

(60) NAVAJO NATION. The term “Navajo Nation” means the Navajo Nation, a body politic and federally recognized Indian nation, 89 Fed. Reg.944, 945 (Jan. 8, 2024), also known variously as the ‘Navajo Tribe’, the ‘Navajo Tribe of Arizona, New Mexico & Utah’, the ‘Navajo Tribe of Indians’, and other similar names, and includes all bands of Navajo Indians and chapters of the Navajo Nation.

(61) NAVAJO NATION AGRICULTURAL CONSERVATION TRUST FUND ACCOUNT. The term “Navajo Nation Agricultural Conservation Trust Fund Account” means the account created in the Treasury of the United States pursuant to subsection 10(b) of this Act and described in subparagraph 12.2.4 of the settlement agreement.

(62) NAVAJO NATION CIBOLA WATER. The term “Navajo Nation Cibola Water” means the Navajo Nation’s entitlement to the diversion of up to 100 afy of Fourth Priority Water at the same location and for the same Uses described in the Hopi Tribe Existing Cibola Contract or the delivery and consumptive use of up to

71.5 afy at locations and for Uses within the State other than as described in the Hopi Tribe Existing Cibola Contract, which shall have been assigned and transferred by the Hopi Tribe from its Cibola Water under the Hopi Tribe Existing Cibola Contract to the Navajo Nation.

(63) NAVAJO NATION FOURTH PRIORITY WATER. The term “Navajo Nation Fourth Priority Water” means the Diversion right to 3,500 afy of Fourth Priority Water reserved for use in a Navajo-Hopi Indian water rights settlement under paragraph 11.3 of the Arizona Water Settlement Agreement among the United States, the State of Arizona, and the Central Arizona Water Conservation District, as authorized by Section 106(a)(1) and (2) of Public Law 108-451, and allocated to the Navajo Nation pursuant to section 6 of this Act and as described in subparagraphs 4.9 and 10.1 of the settlement agreement.

(64) NAVAJO NATION LOWER BASIN COLORADO RIVER WATER ACQUISITION TRUST FUND ACCOUNT. The term “Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account” means the account created pursuant to subsection 10(b) of this Act and described in subparagraph 12.2.5 of the settlement agreement.

(65) NAVAJO NATION OM&R TRUST FUND ACCOUNT. The term “Navajo Nation OM&R Trust Fund Account” means the account created pursuant to subsection 10(b) of this Act and described in subparagraph 12.2.2 of the settlement agreement .

(66) NAVAJO NATION RENEWABLE ENERGY TRUST FUND ACCOUNT. The term “Navajo Nation Renewable Energy Trust Fund Account” means the account created pursuant to subsection 10(b) of this Act and described in subparagraph 12.2.3 of the settlement agreement.

(67) NAVAJO NATION UPPER BASIN COLORADO RIVER WATER. The term “Navajo Nation Upper Basin Colorado River Water” means the 44,700 afy of Upper Basin Colorado River Water allocated to the Navajo Nation pursuant to section 6 of this Act and as described in subparagraphs 4.7 and 10.1 of the settlement agreement.

(68) NAVAJO NATION WATER DELIVERY CONTRACT. The term “Navajo Nation Water Delivery Contract” means one or more contracts entered into by Secretary and the Navajo Nation in accordance with section 6 of this Act and pursuant to paragraph 10 of the settlement agreement for the delivery of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, or Navajo Nation Fourth Priority Water.

(69) NAVAJO NATION WATER PROJECTS. The term “Navajo Nation Water Projects” shall mean the projects pursuant to subsection 10(f)(1) of this Act and described in subparagraph 12.2.1 of the settlement agreement.

(70) NAVAJO NATION WATER PROJECTS TRUST FUND ACCOUNT. The term “Navajo Nation Water Projects Trust Fund Account” shall mean the account created pursuant to subsection 10(b)(1) of this Act and described in subparagraph 12.2.1 of the settlement agreement.

(71) NAVAJO RESERVATION. The term “Navajo Reservation” means those lands shown on the map attached as Exhibit 3.1.112a to the settlement agreement, which are: within the exterior boundaries of the “Navajo Indian Reservation” in the State, defined by the Act of June 14, 1934, ch. 521, 48 Stat. 960; all lands withdrawn by the Executive Order of Dec. 16, 1882 and partitioned to the Navajo Nation in accordance with the Act of Dec. 22, 1974, Pub. L. 93-531, § 8(b), 88 Stat. 1713 (previously codified as amended at 25 U.S.C. § 640d-7(b)), by Judgment of Partition, Feb. 10, 1977, *Sekaquaptewa v. MacDonald*, Case No. CIV-579-PCT-

JAW (D. Ariz.), *aff'd*, 626 F.2d 113 (9th Cir. 1980); all lands taken into trust as a part of the Navajo Reservation pursuant to the Act of Dec. 22, 1974, Pub. L. No. 93-531, § 11, 88 Stat. 1713, as amended (previously codified at 25 U.S.C. § 640d-10, a copy of which is attached as Exhibit 3.1.112b to the settlement agreement); and excepting all lands within the Hopi Reservation and the San Juan Southern Paiute Reservation; provided, however, that if lands are taken in to trust as part of the Navajo Reservation pursuant to the Act of December 22, 1974, Pub. L. No. 93-531, and subsequent to the Effective Date, such lands shall be considered part of the Navajo Reservation as if they had been reservation lands prior to the Effective Date, except as provided in subparagraphs 3.1.12, 3.1.13, 3.1.87, 3.1.170, 4.1.5, 4.1.6, 4.6.1, and 8.1.1 of the settlement agreement.

(72) NAVAJO TRIBAL UTILITY AUTHORITY OR NTUA. The terms “Navajo Tribal Utility Authority” or “NTUA” mean the enterprise established by the Navajo Nation found at 21 Navajo Nation Code § 1 *et seq.*, or its successor agency or entity.

(73) NAVAJO TRUST LAND. The term “Navajo Trust Land” means land that:

- (A) is located in the State;
- (B) is located outside the exterior boundaries of the Navajo Reservation; and
- (C) as of the Enforceability Date, is held in trust by the United States for the benefit of the Navajo Nation.

(74) NORTHWESTERN NEW MEXICO RURAL WATER PROJECTS ACT. The term “Northwestern New Mexico Rural Water Projects Act” shall mean Title X.B of the Omnibus Public Land Management Act of 2009, Public Law 111-11, as amended.

(75) OFF-RESERVATION. The term “Off-Reservation” means lands located in the State outside the exterior boundaries of:

- (A) the Navajo Reservation;
- (B) the Hopi Reservation; and
- (C) the San Juan Southern Paiute Reservation.

(76) OM&R. The term “OM&R” means operation, maintenance, and replacement.

(77) PARTY OR PARTIES. The terms “Party” or “Parties” mean a Person who is a signatory or Persons who are signatories to the settlement agreement.

(78) PERSON. The term “Person” means an individual; public or private corporation; company; partnership; joint venture; firm; association; society; estate or trust; any other private organization or enterprise; the United States; any Indian tribe; any state, territory, or country; any governmental entity; and any political subdivision or municipal corporation organized under or subject to the constitution and laws of the State. This definition includes the officers, directors, agents, insurers, representatives, employees, attorneys, assigns, subsidiaries, affiliates, enterprises, legal representatives, assigns, predecessors, and successors in interest and their heirs, of any Person.

(79) PUBLIC DOMAIN ALLOTTEE. The term “Public Domain Allottee” means an individual Indian or an Indian tribe holding a beneficial interest in a Public Domain Allotment outside the Navajo Reservation or a Public Domain Allotment within the Navajo Reservation.

(80) PUBLIC DOMAIN ALLOTMENTS WITHIN THE NAVAJO RESERVATION. The term “Public Domain Allotments within the Navajo Reservation” means lands allotted to individual Indians from the public domain that are (1) held in trust by the

United States for the benefit of one or more individual Indians or Indian tribes and (2) located within the exterior boundaries of the Navajo Reservation. A list of Public Domain Allotments within the Navajo Reservation is attached as Exhibit 3.1.131 to the settlement agreement.

(81) PUBLIC DOMAIN ALLOTMENTS OUTSIDE THE NAVAJO RESERVATION. The term “Public Domain Allotments outside the Navajo Reservation” means the 51 parcels of land allotted to individual Indians from the public domain pursuant to Section 4 of the General Allotment Act of 1887, 24 Stat. 388, ch. 119 that are (1) held in trust by the United States for the benefit of one or more individual Indians or Indian tribes and (2) located outside the exterior boundaries of the Navajo Reservation and the Hopi Reservation, as depicted on the map attached as Exhibit 3.1.132A to the settlement agreement.

(82) RECLAMATION. The term “Reclamation” means the United States Bureau of Reclamation.

(83) SAN JUAN SOUTHERN PAIUTE FEE LAND. The term “San Juan Southern Paiute Fee Land” means land, other than San Juan Southern Paiute Trust Land, that:

- (A) is located in the State;
- (B) is located outside the exterior boundaries of the San Juan Southern Paiute Reservation; and
- (C) as of the Enforceability Date, is owned by the San Juan Southern Paiute Tribe, whether in its own name or through an entity wholly owned or controlled by the San Juan Southern Paiute Tribe.

(84) SAN JUAN SOUTHERN PAIUTE GROUNDWATER PROJECTS. The term “San Juan Southern Paiute Groundwater Projects” means the projects described in section 12 of this Act and in subparagraph 12.4.1 of the settlement agreement.

(85) SAN JUAN SOUTHERN PAIUTE LAND. The term “San Juan Southern Paiute Land” means collectively, the San Juan Southern Paiute Southern Area, San Juan Southern Paiute Trust Land, and San Juan Southern Paiute Fee Land.

(86) SAN JUAN SOUTHERN PAIUTE NORTHERN AREA. The term “San Juan Southern Paiute Northern Area” means the land depicted on the map attached as Exhibit 3.1.146 to the settlement agreement.

(87) SAN JUAN SOUTHERN PAIUTE TRIBE AGRICULTURAL CONSERVATION TRUST FUND ACCOUNT. The term “San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account” means the account created pursuant to section 12(f)(2) of this Act and described in subparagraph 12.4.3 of the settlement agreement.

(88) SAN JUAN SOUTHERN PAIUTE TRIBE GROUNDWATER PROJECT TRUST FUND ACCOUNT. The term “San Juan Southern Paiute Tribe Groundwater Project Trust Fund Account” means the account created pursuant to section 12(f)(1) of this Act and described in subparagraph 12.4.1 of the settlement agreement.

(89) SAN JUAN SOUTHERN PAIUTE TRIBE OM&R TRUST FUND ACCOUNT. The term “San Juan Southern Paiute Tribe OM&R Trust Fund Account” means the account created pursuant to section 12(f)(3) of this Act and described in subparagraph 12.4.2 of the settlement agreement.

(90) SAN JUAN SOUTHERN PAIUTE SOUTHERN AREA. The term “San Juan Southern Paiute Southern Area” means the land depicted on the map attached as Exhibit 3.1.150 to the settlement agreement.

(91) SAN JUAN SOUTHERN PAIUTE RESERVATION. The term “San Juan Southern Paiute Reservation” means the approximately 5,400 acres of land described in paragraph 6.0 of the settlement agreement as the San Juan Southern Paiute Northern Area and the San Juan Southern Paiute Southern Area, as depicted in the maps attached as Exhibits 3.1.149 and 3.1.150 to the settlement agreement.

(92) SAN JUAN SOUTHERN PAIUTE TRIBE. The term “San Juan Southern Paiute Tribe” means the San Juan Southern Paiute Tribe, a body politic and federally recognized Indian tribe, 89 Fed. Reg. 944, 946 (Jan. 8, 2024).

(93) SAN JUAN SOUTHERN PAIUTE TRUST LAND. The term “San Juan Southern Paiute Trust Land” means land that:

- (A) is located in the State;
- (B) is located outside the exterior boundaries of the San Juan Southern Paiute Reservation; and
- (C) as of the Enforceability Date, is held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe.

(94) SECRETARY. The term “Secretary” means the Secretary of the United States Department of the Interior or the Secretary’s authorized designee.

(95) SETTLEMENT AGREEMENT. The term “settlement agreement” means the Northeastern Arizona Indian Water Rights Settlement Agreement and the Exhibits attached thereto.

(96) SIXTH PRIORITY WATER. The term “Sixth Priority Water” shall mean Sixth Priority Water as that term is defined in the Hopi Tribe Existing Cibola Contract.

(97) STATE. The term “State” means the State of Arizona.

(98) SURFACE WATER. The term “Surface Water” means all water in the State that is appropriable under State law. “Surface Water” shall not include Colorado River Water.

(99) TREATY. The term “Treaty” means the Articles of Treaty and Agreement entered into by the Navajo Nation and the San Juan Southern Paiute Tribe to settle land claims and other disputes, as executed on March 18, 2000.

(100) TREATY ADDENDUM. The term “Treaty Addendum” means the Addendum to the Treaty entered into by the Navajo Nation and the San Juan Southern Paiute Tribe on May 7, 2004.

(101) TRIBE. The term “Tribe” means:

- (A) the Navajo Nation;
- (B) the Hopi Tribe; or
- (C) the San Juan Southern Paiute Tribe.

(102) TRIBES. The term “Tribes” means:

- (A) the Navajo Nation,
- (B) the Hopi Tribe, and
- (C) the San Juan Southern Paiute Tribe.

(103) UNDERGROUND WATER. The term “Underground Water” means all Water beneath the surface of the earth, within the State, other than Effluent, regardless of its legal characterization as appropriable or non-appropriable under Federal, State, or other law.

(104) UNITED STATES OR UNITED STATES OF AMERICA. The terms “United States” or “United States of America” mean the United States acting as trustee for the Tribes, their Members, Hopi Allottees, and Navajo Allottees, except as

otherwise expressly provided. When the term ‘United States’ or ‘United States of America’ is used in reference to a particular agreement or contract, the term shall mean the United States acting in the capacity as set forth in such agreement or contract.

(105) UPPER BASIN. The term “Upper Basin” means ‘Upper Basin’ as defined in article II(f) of the Colorado River Compact of 1922.

(106) UPPER BASIN COLORADO RIVER WATER. The term “Upper Basin Colorado River Water” means the 50,000 afy of consumptive use of Colorado River Water apportioned to the State in the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in article 3 of chapter 7 of title 45, Arizona Revised Statutes.

(107) USE. The term “Use” means any beneficial use, including instream flow, recharge, storage, recovery, or any other use recognized as beneficial under applicable law.

(108) WATER. The term “water”, when used without a modifying adjective, means Groundwater, Surface Water, Colorado River Water, or Effluent.

(109) WATER RIGHT. The term “Water Right” means any right in or to Groundwater, Surface Water, Colorado River Water, or Effluent under Federal, State, or other law.

(110) WELL. The term “Well” means a human-made opening in the Earth through which Underground Water may be withdrawn or obtained.

(111) YEAR. The term “Year” means a calendar year.

(112) ZUNI INDIAN TRIBE OR ZUNI TRIBE. The terms “Zuni Indian Tribe” or “Zuni Tribe” mean the body politic and federally recognized Indian tribe of that name, 89 Fed. Reg. 944, 947 (Jan. 8, 2024).

SEC. 4. RATIFICATION AND EXECUTION OF THE NORTHEASTERN ARIZONA INDIAN WATER RIGHTS SETTLEMENT AGREEMENT.

(a) RATIFICATION.

(1) IN GENERAL. Except as modified by this Act and to the extent the settlement agreement does not conflict with this Act, the settlement agreement is authorized, ratified, and confirmed.

(2) AMENDMENTS. If an amendment to the settlement agreement, or to any Exhibit attached to the settlement agreement requiring the signature of the Secretary, is executed in accordance with this Act to make the settlement agreement consistent with this Act, the amendment is authorized, ratified, and confirmed, to the extent the amendment is consistent with this Act.

(b) EXECUTION OF SETTLEMENT AGREEMENT.

(1) IN GENERAL. To the extent the settlement agreement does not conflict with this Act, the Secretary shall execute the settlement agreement, including all exhibits to the settlement agreement requiring the signature of the Secretary.

(2) MODIFICATIONS. Nothing in this Act prohibits the Secretary from approving any modification to the settlement agreement, including exhibits to the settlement agreement, which is consistent with this Act, to the extent the modification does not otherwise require congressional approval under section 2116 of the Revised Statutes

(25 U.S.C. 177) or any other applicable provision of Federal law.

(c) ENVIRONMENTAL COMPLIANCE.

(1) IN GENERAL. In implementing the settlement agreement (including all exhibits to the settlement agreement requiring the signature of the Secretary) and this Act, the Secretary shall comply with all applicable provisions of:

(A) the Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*);

(B) the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*), including the implementing regulations of that Act; and

(C) all other Federal environmental laws and regulations.

(2) COMPLIANCE.

(A) IN GENERAL. In implementing the settlement agreement and this Act, and excluding environmental compliance related to the iiná bá - paa tuwaqat'si pipeline, the applicable tribe shall prepare any necessary environmental documents consistent with all applicable provisions of:

(i) the Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*);

(ii) the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*), including the implementing regulations of that Act; and

- (iii) all other Federal environmental laws and regulations.
- (d) AUTHORIZATIONS. The Secretary shall:
 - (1) independently evaluate the documentation submitted under subparagraph (c)(2)(A); and
 - (2) be responsible for the accuracy, scope, and contents of that documentation.
- (e) EFFECT OF EXECUTION. The execution of the settlement agreement by the Secretary under this section shall not constitute a major action for purposes of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*).
- (f) COSTS. Excluding compliance related to the iiná bá - paa tuwaqat'si pipeline, any costs associated with the performance of the compliance activities under subsection (c) shall be paid from funds deposited in the Navajo Nation Water Projects Trust Fund Account, the Hopi Tribe Groundwater Projects Trust Fund Account, or the San Juan Southern Paiute Tribe Groundwater Project Trust Fund Account, whichever is applicable, subject to the condition that any costs associated with the performance of Federal approval or other review of such compliance work or costs associated with inherently Federal functions shall remain the responsibility of the Secretary. Costs associated with the performance of the compliance activities under subsection (c) related to the iiná bá - paa tuwaqat'si pipeline shall be paid from funds deposited in the iiná bá - paa tuwaqat'si pipeline Implementation Fund Account.

SEC. 5. WATER RIGHTS.

(a) CONFIRMATION OF WATER RIGHTS.

(1) IN GENERAL. The Water Rights of the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the Navajo Allottees, and the Hopi Allottees as set forth in the settlement agreement are ratified, confirmed, and declared to be valid.

(2) USE. Any use of water pursuant to the Water Rights described in subsection (a)(1) by the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the Navajo Allottees, and the Hopi Allottees shall be subject to the terms and conditions of the settlement agreement and this Act.

(3) CONFLICT. In the event of a conflict between the settlement agreement and this Act, this Act shall control.

(b) INTENT OF CONGRESS. It is the intent of Congress to provide to Navajo Allottees benefits that are equivalent to, or exceed, the benefits the Navajo Allottees possess on the day before the date of enactment of this Act, taking into consideration:

(1) the potential risks, cost, and time delay associated with litigation that would be resolved by the settlement agreement and this Act;

(2) the availability of funding under this Act and from other sources;

- (3) the availability of water from the Water Rights of the Navajo Nation; and
 - (4) the applicability of section 7 of the Act of February 8, 1887, (25 U.S.C. 381) and this Act to protect the interests of Navajo Allottees.
- (c) WATER RIGHTS TO BE HELD IN TRUST FOR THE TRIBES, THE NAVAJO ALLOTTEES, AND THE HOPI ALLOTTEES. The United States shall hold the following Water Rights in trust for the benefit of the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the Navajo Allottees, and the Hopi Allottees:
- (1) NAVAJO NATION AND THE NAVAJO ALLOTTEES. The United States shall hold the following Water Rights in trust for the benefit of the Navajo Nation and Navajo Allottees:
 - (A) Underground Water described in subparagraph 4.2 of the settlement agreement;
 - (B) Springs described in subparagraph 4.4 of the settlement agreement;
 - (C) Little Colorado River tributary water described in sub-paragraph 4.5 of the settlement agreement;
 - (D) Little Colorado River Mainstem water described in subparagraph 4.6 of the settlement agreement;

- (E) Navajo Nation Upper Basin Colorado River Water described in sub-paragraph 4.7 of the settlement agreement;
 - (F) Navajo Nation Fourth Priority Water described in subparagraph 4.9 of the settlement agreement; and
 - (G) Water Rights appurtenant or associated with lands held in trust by the United States for the benefit of the Navajo Nation as described in subparagraphs 4.12, 4.13, 4.15, and 4.16 of the settlement agreement.
- (2) HOPI TRIBE. The United States shall hold the following Water Rights in trust for the benefit of the Hopi Tribe:
- (A) Underground Water described in subparagraph 5.2 of the settlement agreement;
 - (B) Surface Water described in subparagraph 5.4 of the settlement agreement;
 - (C) Springs described in subparagraph 5.5 of the settlement agreement;
 - (D) Hopi Tribe Upper Basin Colorado River Water as described in subparagraph 5.7 of the settlement agreement; and
 - (E) Water Rights appurtenant or associated with lands held in trust by the United States for the benefit of the Hopi Tribe as described in subparagraphs 5.10, 5.11, 5.12, and 5.13 of the settlement agreement.

- (3) SAN JUAN SOUTHERN PAIUTE TRIBE. The United States shall hold the following Water Rights in trust for the benefit of the San Juan Southern Paiute Tribe:
 - (A) Underground Water described in subparagraph 6.2.3 of the settlement agreement;
 - (B) Surface Water described in subparagraph 6.2.4 of the settlement agreement;
 - (C) Springs described in subparagraph 6.2.6 of the settlement agreement; and
 - (D) Water Rights appurtenant or associated with lands held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe as described in subparagraphs 6.5 and 6.6 of the settlement agreement.
- (4) HOPI ALLOTTEES. The United States shall hold the Water Rights described in subparagraph 5.9 of the settlement agreement in trust for the benefit of the Hopi allottees.
- (d) NONUSE, FORFEITURE, AND ABANDONMENT.
 - (1) Water Rights of the Navajo Nation and the Navajo Allottees described in subparagraphs 4.2, 4.4, 4.5, 4.6, 4.7, and 4.9 of the settlement agreement shall not be subject to loss by non-use, forfeiture, or abandonment;
 - (2) Water Rights of the Hopi Tribe described in subparagraphs 5.2, 5.4, 5.5, and 5.7 of the settlement agreement, and Water Rights pertaining to lands held in trust

by the United States for the benefit of the Hopi Tribe as described in subparagraphs 5.10, 5.11, 5.12, and 5.13 of the settlement agreement, shall not be subject to loss by non-use, forfeiture, or abandonment;

- (3) Water Rights of the San Juan Southern Paiute Tribe described in subparagraphs 6.2.3, 6.2.4, and 6.2.6 of the settlement agreement shall not be subject to loss by non-use, forfeiture, or abandonment.
 - (4) Water Rights of the Hopi Allottees described in subparagraph 5.9 of the settlement agreement shall not be subject to loss by non-use, forfeiture, or abandonment.
- (e) NAVAJO ALLOTTEES.
- (1) APPLICABILITY OF THE ACT OF FEBRUARY 8, 1887. The provisions of section 7 of the Act of February 8, 1877, 24 Stat. 390, ch. 119; 25 U.S.C. § 381, shall apply to the Water Rights identified in subsection (c)(1).
 - (2) ENTITLEMENT TO WATER. The rights of Navajo Allottees, and the United States acting as trustee for Navajo Allottees, to use water on Navajo Allotments located on the Navajo Reservation shall be satisfied solely from the Water Rights described in subsection (c)(1).
 - (3) ALLOCATIONS. A Navajo Allottee shall be entitled to a just and equitable distribution of water for irrigation purposes.

- (4) CLAIMS.
 - (A) EXHAUSTION OF REMEDIES. Before asserting any claim against the United States under section 7 of the Act of February 8, 1887, 24 Stat. 390, ch. 199; 25 U.S.C. § 381, or any other applicable law, a Navajo Allottee shall exhaust remedies available under the Navajo Nation Water Code or other applicable Navajo law.
 - (B) ACTION FOR RELIEF. After the exhaustion of all remedies available under the Navajo Nation Water Code or other applicable Navajo law, a Navajo Allottee may seek relief under section 7 of the Act of February 8, 1887, 24 State. 390, ch. 119; 25 USC § 381, or other applicable law.
- (5) AUTHORITY OF THE SECRETARY. The Secretary shall have authority to protect the rights of Navajo Allottees in accordance with this subsection.
- (f) NAVAJO NATION WATER CODE. To the extent necessary, and subject to the approval of the Secretary, the Navajo Nation shall amend the Navajo Nation Water Code to provide
 - (1) that use of Water by Navajo Allottees shall be satisfied with water from the Water Rights described in subsection (c)(1);
 - (2) a process by which a Navajo Allottee may request that the Navajo Nation provide water in accordance with the settlement agreement, including the provision of water

under any Navajo Allottee lease under section 4 of the Act of June 25, 1910, 36 Stat. 856, ch. 431; 25 U.S.C. § 403;

(3) a due process system for the consideration and determination by the Navajo Nation of any request of a Navajo Allottee (or a successor in interests to a Navajo Allottee) for an allocation of water on a Navajo Allotment, including a process for:

(A) appeal and adjudication of any denied or disputed distribution of water; and

(B) resolution of any contested administrative decision; and

(4) a requirement that any Navajo Allottee asserting a claim relating to the enforcement of rights of the Navajo Allottee under the Navajo Nation Water Code, including to the quantity of water allocated to land of the Navajo Allottee, shall exhaust all remedies available to the Navajo Allottee under Navajo law before initiating an action against the United States or petitioning the Secretary pursuant to subparagraph (e)(4)(B).

(g) ACTION BY THE SECRETARY.

(1) IN GENERAL. During the period beginning on the Enactment Date and ending on the date on which a Navajo Nation Water Code is amended as described in paragraph (f)(1) of this section, the Secretary shall administer, with respect to the rights of the Navajo Allottees, the Water Rights identified in subsection (c)(1).

- (2) APPROVAL. The Navajo Nation Water Code amendments described in paragraph (f)(1) of this section shall not be valid unless:
 - (A) the amendments described in paragraph (f)(1) of this section have been approved by the Secretary; and
 - (B) each subsequent amendment to the Navajo Nation Water Code that affects the rights of a Navajo Allottee is approved by the Secretary.
- (3) APPROVAL PERIOD.
 - (A) APPROVAL PERIOD. The Secretary shall approve or disapprove the Navajo Nation Water Code amendments described in paragraph (f)(1) of this section not later than 180 days after the date on which the amendments are submitted to the Secretary.
 - (B) EXTENSION. This deadline may be extended by the Secretary after consultation with the Navajo Nation.
- (h) EFFECT. Except as otherwise expressly provided in this section, nothing in this Act:
 - (1) authorizes any action by a Navajo Allottee against any individual or entity, or against the Navajo Nation, under Federal, State, tribal, or local law; or
 - (2) alters or affects the status of any action brought pursuant to section 1491(a) of title 28, United States Code.

SEC. 6. ALLOCATION AND ASSIGNMENT OF COLORADO RIVER WATER TO THE TRIBES; WATER DELIVERY CONTRACTS.

(a) ALLOCATION AND ASSIGNMENT TO THE NAVAJO NATION AND THE HOPI TRIBE.

(1) ALLOCATION AND ASSIGNMENT TO THE NAVAJO NATION.

(A) NAVAJO NATION UPPER BASIN COLORADO RIVER WATER. Forty-four Thousand Seven Hundred (44,700) afy of Upper Basin Colorado River Water is allocated to the Navajo Nation upon the enforceability date. Pursuant to subparagraph 4.7.1 of the settlement agreement, the State has expressly agreed to this allocation.

(B) NAVAJO NATION CIBOLA WATER. Pursuant to subparagraph 4.8.2 of the settlement agreement, the State has recommended the assignment of Navajo Nation Cibola Water by the Hopi Tribe to the Navajo Nation effective on the enforceability date.

(C) NAVAJO NATION FOURTH PRIORITY WATER. Three Thousand Five Hundred (3,500) afy of uncontracted Fourth Priority Water reserved for use in a Navajo-Hopi Indian Water Rights settlement under paragraph 11.3 of the Arizona Water Settlement Agreement among the United States, the State, and CAWCD, as authorized by Section 106(a)(1) and (2) of Public Law 108-451, is allocated

to the Navajo Nation upon the enforceability date. Pursuant to subparagraph 4.9.1 of the settlement agreement, the State has recommended the allocation.

- (2) ALLOCATION TO HOPI TRIBE AND AMENDMENT TO CIBOLA CONTRACT.
 - (A) ARIZONA HOPI TRIBE UPPER BASIN COLORADO RIVER WATER. Two Thousand Three Hundred (2,300) afy of Upper Basin Colorado River Water is allocated to the Hopi Tribe upon the enforceability date. Pursuant to subparagraph 5.7.1 of the settlement agreement, the State has expressly agreed to this allocation.
 - (B) HOPI TRIBE CIBOLA WATER. Pursuant to subparagraph 5.8.1 of the settlement agreement, the State has recommended the amendment of the existing Hopi Tribe Cibola Contract to reduce the Hopi Tribe's fourth priority water diversion entitlement to 4,178 afy, and to provide for additional uses and places of use of Hopi Tribe Cibola Water, effective on the enforceability date.
- (b) COLORADO RIVER WATER USE AND STORAGE.
 - (1) IN GENERAL.
 - (A) NAVAJO NATION UPPER BASIN COLORADO RIVER WATER AND HOPI TRIBE UPPER BASIN COLORADO RIVER WATER. Navajo Nation Upper Basin Colorado River Water may be used at

any location within the State; and Hopi Tribe Upper Basin Colorado River Water may be used at any location within the State.

(B) NAVAJO NATION CIBOLA WATER, NAVAJO NATION FOURTH PRIORITY WATER, AND HOPI TRIBE CIBOLA WATER. The Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water and Hopi Tribe Cibola Water may be used at any location within the State.

(C) STORAGE IN ARIZONA. Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water may be stored at underground storage facilities or groundwater savings facilities located:

- (i) within the Navajo Reservation in accordance with Navajo law, or State law if mutually agreed to by the Navajo Nation and the State;
- (ii) within the Hopi Reservation in accordance with Hopi law, or State law if mutually agreed to by the Hopi Tribe and the State;
- (iii) on any other Indian reservation located in the State in accordance with applicable law; and

- (iv) within the State and outside of any Indian reservation in accordance with State law.
 - (v) The Navajo Nation and the Hopi Tribe may assign any long-term storage credits accrued as a result of storage under this subparagraph in accordance with applicable law. Any water stored pursuant to tribal law may only be recovered on the Indian reservation where the water was stored.
- (D) TRANSPORTATION OF WATER THROUGH THE CAP SYSTEM. The Navajo Nation or the Hopi Tribe may transport Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water through the CAP system for storage or use in accordance with all laws of the United States and the agreements between the United States and CAWCD governing the use of the CAP system to transport water other than CAP Water, subject to payment of applicable charges.
- (2) STORAGE IN NEW MEXICO. The Navajo Nation may store its Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water at the Navajo Reservoir and at the Frank Chee Willetto, Sr. Reservoir in New Mexico so long as the Water

stored there is subsequently transported to the State for use in the State.

- (A) Any storage of Navajo Nation Upper Basin Colorado River Water in the Navajo Reservoir or the Frank Chee Willetto, Sr. Reservoir shall be credited against Upper Basin Colorado River Water in the year in which the diversions for storage in the Reservoir occurs. Such Water shall be accounted for and reported by the Secretary separately from any other water stored in the Navajo Reservoir or the Frank Chee Willetto, Sr. Reservoir.
 - (B) Any storage of Navajo Nation Cibola Water or Navajo Nation Fourth Priority Water in the Navajo Reservoir or the Frank Chee Willetto, Sr. Reservoir shall be credited against the Sate's apportionment of Lower Basin Colorado River Water in the year in which the diversion for storage in the Navajo Reservoir or Frank Chee Willetto, Sr. Reservoir occurs. Such Water shall be accounted for and reported by the Secretary separately from any other water stored in the Navajo Reservoir or the Frank Chee Willetto, Sr. Reservoir.
- (3) NO USE OUTSIDE ARIZONA.
- (A) The Navajo Nation may divert its Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority

Water in Arizona, New Mexico, and Utah, but, with the exception of storage in the Navajo Reservoir and Frank Chee Willetto, Sr. Reservoir described in subparagraph (2), the Navajo Nation may not use, lease, exchange, forbear, or otherwise transfer any of the water for use directly or indirectly outside of the State.

(B) The Hopi Tribe may divert its Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water in Arizona, and the Hopi Tribe may not use, lease, exchange, forbear, or otherwise transfer any of the water for use directly or indirectly outside of the State.

(4) All contracts to store Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water shall identify: (a) the water's place of storage; (b) the mechanisms for delivery of the water; and (c) each point of Diversion under the contract. A contract to store Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water shall not conflict with the settlement agreement or this Act.

- (c) WATER DELIVERY CONTRACTS. The Secretary shall enter into the following Water delivery contracts, which contracts shall be without limit as to term:
 - (1) NAVAJO NATION WATER DELIVERY CONTRACTS FOR NAVAJO NATION UPPER BASIN COLORADO RIVER WATER
 - (A) The Secretary shall enter into a water delivery contract with the Navajo Nation for Navajo Nation Upper Basin Colorado River Water in accordance with the settlement agreement, which shall provide for, among other things:
 - (i) the delivery of up to 44,700 afy of Navajo Nation Upper Basin Colorado River Water;
 - (ii) one or more points of Diversion in Arizona, New Mexico, and Utah;
 - (iii) one or more storage locations at any place within the State and the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico;
 - (iv) use at any location within the State; and
 - (v) delivery of Navajo Nation Upper Basin Colorado River Water to the Navajo Nation's lessees and exchange partners in the Upper Basin and the Lower Basin within the State.
 - (B) Water Service Contract No. 09-WC-40-318 between the United States and the Navajo Nation dated

December 23, 2009 for the delivery of up to 950 afy of Water from Lake Powell to the Navajo Nation for municipal and industrial Use within the Community of LeChee shall be replaced with a Navajo Nation Water Delivery Contract for the delivery of Navajo Nation Upper Basin Colorado River Water that complies with this subsection. As provided in the settlement agreement, upon the Enforceability Date, Water Service Contract No. 09-WC-40-318 shall terminate.

- (2) NAVAJO NATION WATER DELIVERY CONTRACT FOR NAVAJO NATION CIBOLA WATER. The Secretary shall enter into a water delivery contract with the Navajo Nation for the Navajo Nation Cibola Water in accordance with the settlement agreement which shall provide for, among other things:
 - (A) the Diversion of up to 100 afy at the location and for the same uses described in the Hopi Tribe Existing Cibola Contract; or delivery and consumptive use of up to 71.5 afy at locations and for Uses within the State other than as described in the Hopi Tribe Existing Cibola Contract;
 - (B) one or more points of Diversion in Arizona, New Mexico, and Utah;

- (C) storage in any location within the State and in the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico;
- (D) use at any location within the State;
- (E) delivery of Navajo Nation Cibola Water to the Navajo Nation's lessees and exchange partners in the Upper Basin and the Lower Basin within the State; and
- (F) curtailment as provided in subsection (e).

(3) NAVAJO NATION WATER DELIVERY CONTRACT FOR NAVAJO NATION FOURTH PRIORITY WATER.

The Secretary shall enter into a water delivery contract with the Navajo Nation for Navajo Nation Fourth Priority Water in accordance with the settlement agreement which shall provide for, among other things:

- (A) delivery of up to 3,500 afy of Navajo Nation Fourth Priority Water;
- (B) one or more points of Diversion in Arizona, New Mexico, and Utah;
- (C) storage in any location in Arizona and in the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico;
- (D) use at any location within the State;
- (E) delivery of Navajo Nation Fourth Priority Water to the Navajo Nation's lessees and exchange partners in

the Upper Basin and the Lower Basin within the State; and

(F) curtailment as provided in subsection (e).

(4) HOPI TRIBE DELIVERY CONTRACTS FOR HOPI TRIBE UPPER BASIN COLORADO RIVER WATER.

The Secretary shall enter into a water delivery contract with the Hopi Tribe for Hopi Tribe Upper Basin Colorado River Water in accordance with the settlement agreement, which shall provide for, among other things:

(A) the delivery of up to 2,300 afy of Hopi Tribe Upper Basin Colorado River Water;

(B) one or more points of diversion in the State, including Lake Powell;

(C) one or more storage locations at any place within the State;

(D) use at any location within the State; and

(E) delivery of Hopi Tribe Upper Basin Colorado River Water to the Hopi Tribe's lessees and exchange partners in the Upper Basin and the Lower Basin within the State.

(5) HOPI TRIBE WATER DELIVERY CONTRACT FOR HOPI TRIBE CIBOLA WATER.

The Secretary shall enter into a water delivery contract with the Hopi Tribe for Hopi Tribe Cibola Water in accordance with the settlement agreement, which shall provide for, among other things:

- (A) the delivery of up to 4,178 afy of fourth priority water, 750 afy of fifth priority water, and 1,000 afy of sixth priority water;
 - (B) one or more points of diversion in the State, including Lake Powell;
 - (C) storage in any location within the State;
 - (D) use at any location within the State consistent with subparagraph 5.8.3 of the settlement agreement;
 - (E) delivery of Hopi Tribe Cibola Water to the Hopi Tribe's lessees and exchange partners in the Upper Basin and Lower Basin within the State; and
 - (F) curtailment as provided in subsection (e).
- (d) REQUIREMENTS AND LIMITATIONS APPLICABLE TO WATER DELIVERY CONTRACTS.

The Navajo Nation Water Delivery Contracts and Hopi Tribe Water Delivery Contracts described in subsection (c) shall be subject to the following requirements and limitations:

- (1) Except for storage by the Navajo Nation at the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico, a Water delivery contract shall not permit the use of the Water outside of the State.
- (2) A water delivery contract shall not, either temporarily or permanently, alter or reduce the State's annual Lower Basin apportionment pursuant to the Boulder Canyon Project Act of 1928, 43 U.S.C. 617, *et seq.*, as amended, and the Decree,

or annual Upper Basin apportionment pursuant to the Upper Colorado River Basin Compact, as ratified and reprinted in article 3 of chapter 7 of title 45, Arizona Revised Statutes.

- (3) Nothing in a water delivery contract shall alter or impair the State's rights, authorities, and interests under the Boulder Canyon Project Act of 1928, 43 U.S.C. 617, *et seq.*, as amended, the contract between the United States and the State of Arizona dated February 9, 1944, or the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in article 3 of chapter 7 of title 45, Arizona Revised Statutes, or the Decree.
- (4) A water delivery contract shall not limit the State's ability to seek or advocate changes in the Colorado River system's operating rules, criteria, or guidelines as they apply to the State's apportionments from the Upper Basin and the Lower Basin of the Colorado River.
- (5) In the event that a water delivery contract will result in the delivery of Upper Basin Colorado River Water to the Lower Basin or Lower Basin Colorado River Water to the Upper Basin, the Secretary shall confer with the State prior to executing such water delivery contract concerning: (a) the impact of the water deliveries on the availability of Upper Basin or Lower Basin Colorado River Water within the State; (b) Reclamation's annual accounting for such water on the State's Colorado River apportionments in the Upper

Basin and Lower Basin; and, if appropriate, (c) the impact on the operations of the Central Arizona Project.

- (6) A water delivery contract shall identify: (a) the place(s) of use; (b) the purpose of the use(s) during the term of the contract; (c) the mechanism(s) for delivery of the water; and (d) each point of diversion under the contract.
- (7) A water delivery contract shall not prejudice the interests of the State, or serve as precedent against the State, in any litigation related to the apportionment, diversion, storage, or use of water from the Colorado River system as defined in Article II(a) of the Decree.
- (8) In the case of a conflict between a water delivery contract and this Act or the settlement agreement, this Act or the settlement agreement shall control.
- (9) Any material amendment or modification of a water delivery contract shall comply with, and be subject to, all requirements and limitations for the water delivery contract as set forth in the settlement agreement and this Act.
- (10) A water delivery contract shall become effective on the Enforceability Date and, once effective, shall be permanent and without limit as to term.
- (11) The United States shall waive Colorado River Storage Project standby charges and delivery charges and annual administration fees for Water delivered pursuant to a water delivery contract.

(e) CURTAILMENT.

(1) NAVAJO NATION CIBOLA WATER AND NAVAJO NATION FOURTH PRIORITY WATER.

Deliveries of Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water, regardless of the point of diversion, shall be subject to reduction in any year in which a shortage is declared to the same extent as other non-CAP fourth priority Lower Basin Colorado River Water supplies.

(2) OTHER LOWER BASIN COLORADO RIVER WATER ACQUIRED BY THE NAVAJO NATION.

Any other Lower Basin Colorado River Water that the Navajo Nation may acquire shall be subject to reduction in any year in which a shortage is declared in accordance with criteria applied by the Secretary to Water of the same priority.

(3) HOPI TRIBE CIBOLA WATER.

(A) Deliveries of Hopi Tribe Cibola Water of fourth priority, regardless of the point of diversion, shall be subject to reduction in any year in which a shortage is declared to the same extent as other non-CAP fourth priority Lower Basin Colorado River Water supplies.

(B) Deliveries of Hopi Tribe Cibola Water of fifth priority, regardless of the point of diversion, shall be subject to reduction in any year in which a shortage is declared to the same extent as other fifth priority Lower Basin Colorado River Water supplies.

(4) OTHER LOWER BASIN COLORADO RIVER WATER ACQUIRED BY THE HOPI TRIBE.

Any other Lower Basin Colorado River Water that the Hopi Tribe may acquire shall be subject to reduction in any year in which a shortage is declared in accordance with criteria applied by the Secretary to water of the same priority.

(f) USE OF THE COLORADO RIVER MAINSTREAM AND SAN JUAN RIVER.

The Secretary is authorized to use the Colorado River Mainstream and dams and works on the Mainstream now or hereafter controlled or operated by the United States, which regulate the flow of water in the Mainstream or the diversion of water from the Mainstream in the Upper Basin or the Lower Basin to transport and deliver Navajo Nation Upper Basin Colorado River Water, Hopi Tribe Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, and Hopi Tribe Cibola Water. The Secretary is also authorized to use the San Juan River and the dams and works described in subparagraphs 4.7.5, 4.8.4, and 4.9.4 of the settlement agreement to transport, store, and deliver Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water.

(1) Navajo Nation Upper Basin Colorado River Water or Hopi Tribe Upper Basin Colorado River Water which enters the Mainstream and dams and works on the Mainstream now or hereafter controlled or operated by the United States which regulate the flow of Water in the Mainstream or the

diversion of Water from the Mainstream in the Upper Basin or the Lower Basin of the United States of the Lower Colorado River, shall not be deemed water controlled by the United States under the Decree and shall be managed differently than Lower Basin Mainstream Water and be accounted for separately by the Secretary in a manner such that the Navajo Nation Upper Basin Colorado River Water or the Hopi Tribe's Upper Basin Colorado River Water is not subject to paragraphs II(A) or II(B) of the Decree.

(2) Navajo Nation Upper Basin Colorado River Water that enters the San Juan River and the dams and works described in subparagraphs 4.7.5, 4.8.4, and 4.9.4 of the settlement agreement shall not be deemed water controlled by the United States and is not subject to the Decree provided that if Navajo Nation Upper Basin Colorado River Water spills from dams on the San Juan River described in subparagraphs 4.7.5, 4.8.4, and 4.9.4, it becomes part of the San Juan River system.

(g) ACQUISITIONS OF ENERGY. Amounts of energy needed to deliver water to the Navajo Nation, the Hopi Tribe, or the San Juan Southern Paiute Tribe shall be acquired by the Tribes.

(h) REPORTING BY NAVAJO NATION AND HOPI TRIBE.

(1) NAVAJO NATION. Beginning on March 1 of the first year following the year in which the Enforceability Date occurs, and on March 1 of each year thereafter, the Navajo Nation shall submit a report to the Arizona Department of Water

Resources showing: (a) the annual diversion amount, point of diversion, and places of use of Navajo Nation Upper Basin Colorado River Water; (b) the annual diversion amount, point of diversion, and places of use of Navajo Nation Cibola Water; (c) the annual diversion amount, point of diversion, and places of use of Navajo Nation Fourth Priority Water; (d) the location and annual amount of any off-Reservation storage of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water; (e) the amount of an off-Reservation exchange involving Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water; and (f) the location and annual amount of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water leased off-Reservation. In order to accurately measure the flow of Water diverted in the Upper Basin for use by the Navajo Nation in the State, the Navajo Nation shall install suitable measuring devices at or near each point of diversion of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water from the Colorado River's mainstem in the Upper Basin and the San Juan River in the Upper Basin. The Navajo Nation shall notify the Arizona Department of Water Resources in writing of any annual reporting conflicts between Reclamation, the Navajo Nation, or the Upper

Colorado River Commission prior to the completion of Reclamation's annual "Colorado River Accounting and Water Use Report for the Lower Basin."

- (2) HOPI TRIBE. Beginning on March 1 of the first year following the year in which the Enforceability Date occurs, and on March 1 of each year thereafter, the Hopi Tribe shall submit a report to the Arizona Department of Water Resources showing: (a) the annual diversion amount, point of diversion, and places of use of Hopi Tribe Upper Basin Colorado River Water; (b) the annual diversion amount, point of diversion, and places of use of Hopi Tribe Cibola Water; (c) the location and annual amount of any off-Reservation storage of Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water; (d) the amount of an off-Reservation exchange involving Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water; and (e) the location and annual amount of Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water leased off-Reservation. In order to accurately measure the flow of Water diverted in the Upper Basin for use by the Hopi Tribe in the State, the Hopi Tribe shall install suitable measuring devices at or near each point of diversion of Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water from the Colorado River's mainstem in the Upper Basin. The Hopi Tribe shall notify the Arizona Department of Water Resources in writing of any annual

reporting conflicts between Reclamation, the Hopi Tribe, or the Upper Colorado River Commission prior to the completion of Reclamation's annual "Colorado River Accounting and Water Use Report for the Lower Basin."

SEC. 7. COLORADO RIVER WATER LEASES AND EXCHANGES; USES.

- (a) IN GENERAL. Subject to approval by the Secretary:
- (1) The Navajo Nation shall have authority to enter into leases, or options to lease, or exchanges, or options to exchange, Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water, for use and storage in the State, and provide for the temporary delivery to other persons of any portion of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water in the State in accordance with the settlement agreement and all applicable Federal and State laws governing the transfer of Colorado River Water entitlements within the State.
 - (2) The Hopi Tribe shall have authority to enter into leases, or options to lease, or exchanges, or options to exchange, Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water for use and storage in the State, and provide for the temporary delivery to other persons of any portion of Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water in the State in accordance with the

settlement agreement and all applicable Federal and State laws governing the transfer of Colorado River Water entitlements within the State.

(b) TERMS OF LEASES AND EXCHANGES.

(1) LEASING – ON RESERVATION. The Navajo Nation may lease the Navajo Nation Upper Basin Colorado River Water, the Navajo Nation Cibola Water and the Navajo Nation Fourth Priority Water for use or storage on the Navajo Reservation and the Hopi Tribe may lease Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water for use or storage on the Hopi Reservation. Leases or options to lease under this subsection shall be subject to:

(A) the Navajo Nation or Hopi Tribe’s leasing regulations, whichever is applicable; and

(B) Federal provisions regarding the lease of restricted land (25 U.S.C. § 415(a) and (e)).

(2) LEASING – OFF RESERVATION. Subject to approval by the Secretary for an off Reservation lease:

(A) NAVAJO NATION LEASING. The Navajo Nation may lease Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water for use or storage off of the Navajo Reservation anywhere within the State, in accordance with the settlement agreement and all applicable Federal and State laws

governing the transfer of Colorado River Water within the State.

- (B) HOPI TRIBE LEASING. The Hopi Tribe may lease Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water for use or storage off of the Hopi Reservation anywhere within the State, in accordance with the settlement agreement and all applicable Federal and State laws governing the transfer of Colorado River Water within the State.
 - (C) TERM OF LEASES AND EXCHANGES. Contracts to lease and options to lease off of the Reservation shall be for a term not to exceed one hundred (100) years. Exchanges or options to exchange shall be for the term provided for in the exchange or option, as applicable.
 - (D) RENEGOTIATION; RENEWAL. The Navajo Nation and the Hopi Tribe may, with the approval of the Secretary, renegotiate any lease described in subsection (b)(2) at any time during the term of that lease provided the term of the renegotiated lease off of the Reservation does not exceed one hundred (100) years.
- (3) REQUIREMENTS FOR ALL CONTRACTS TO LEASE AND CONTRACTS TO EXCHANGE. All contracts to lease or exchange Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation

Fourth Priority Water, Hopi Tribe Upper Colorado River Water and Hopi Tribe Cibola Water shall:

- (A) identify the Water's places of use, the purpose of the Water's uses during the term of the contract, the mechanisms for delivery of the water, and each point of Diversion under the contract and
 - (B) a lease or exchange agreement under this subsection shall provide that the water received from the Navajo Nation or the Hopi Tribe, whichever applies, shall be used in accordance with applicable law.
- (4) NO CONFLICT WITH SETTLEMENT AGREEMENT OR THIS ACT. A contract to lease or exchange Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water shall not conflict with the settlement agreement or this Act.
- (c) PROHIBITION ON PERMANENT ALIENATION. No Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, or Hopi Tribe Cibola Water may be permanently alienated.
- (d) ENTITLEMENT TO LEASE AND EXCHANGE MONIES.
- (1) ENTITLEMENT. The Navajo Nation or the Hopi Tribe, as applicable, shall be entitled to all consideration due to the Navajo Nation or Hopi Tribe under any lease, option to

lease, exchange, or option to exchange Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, or Hopi Tribe Cibola Water entered into by the Navajo Nation or the Hopi Tribe.

- (2) EXCLUSION. The United States shall not, in any capacity, be entitled to the consideration described in paragraph (1).
 - (3) OBLIGATION OF THE UNITED STATES. The United States shall not, in any capacity, have any trust or other obligation to monitor, administer, or account for, in any manner, any funds received by the Navajo Nation or the Hopi Tribe as consideration under any lease, option to lease, exchange, or option to exchange Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water entered into by the Navajo Nation or the Hopi Tribe.
- (e) DELIVERY OF COLORADO RIVER WATER TO LESSEES. All lessees of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water shall pay all OM&R charges, all energy charges, and all other applicable charges associated with the delivery of the leased Water.

- (f) DELIVERY OF COLORADO RIVER WATER THROUGH THE CAP SYSTEM.
- (1) CAWCD APPROVAL. The Navajo Nation, the Hopi Tribe, or any person who leases Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water under subsection 7(a), may transport such Water through the CAP system in accordance with all laws of the United States and the agreements between the United States and CAWCD governing the use of the CAP system to transport Water other than CAP Water, and other applicable charges.
 - (2) LESSEE RESPONSIBILITY FOR CHARGES. Any lease or option to lease providing for the temporary delivery of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water through the CAP system shall require the lessee to pay the CAP operating agency all CAP fixed OM&R charges and all CAP pumping energy charges associated with the delivery of the leased Water, and other applicable charges.
 - (3) NO RESPONSIBILITY FOR PAYMENT. The Navajo Nation, the Hopi Tribe, and the United States acting in any capacity, shall not be responsible for the payment of any

charges associated with the delivery of Colorado River Water leased to others.

- (4) PAYMENT IN ADVANCE. No leased Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water shall be delivered through the CAP system unless the CAP fixed OM&R charges, the CAP pumping energy charges, and other applicable charges associated with the delivery of such Water have been paid in advance.
- (5) CALCULATION. The charges for delivery of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water delivered through the CAP system pursuant to a lease shall be calculated in accordance with the agreements between the United States and CAWCD governing the use of the CAP system to transport Water other than CAP Water.

SEC. 8. THE IINÁ BÁ - PAA TUWAQAT'SI PIPELINE; CONSTRUCTION; OWNERSHIP.

- (a) IINÁ BÁ - PAA TUWAQAT'SI PIPELINE.
 - (1) PLANNING, DESIGN, AND CONSTRUCTION OF THE IINÁ BÁ - PAA TUWAQAT'SI PIPELINE. The Secretary, acting through the Commissioner of Reclamation, shall plan, design, and construct the iiná bá - paa tuwaqat'si

pipeline. As provided in subparagraph 12.1.4 of the settlement agreement, the Secretary shall form a Project Construction Committee including the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe to participate in the planning and design of the iiná bá - paa tuwaqat'si pipeline to provide Water delivery to the Navajo Reservation, the Hopi Reservation, and the San Juan Southern Paiute Southern Area. The iiná bá – paa tuwaqat'si pipeline shall be substantially configured as Alternative 5, Option B-100 described in the Reclamation *Navajo-Hopi Value Planning Study – Arizona* dated October 2020 (Value Planning Draft Report for Presentation (Not for Distribution)). The iiná bá - paa tuwaqat'si pipeline may include components that have already been built or acquired by the Navajo Nation or the Hopi Tribe as a contribution by the Navajo Nation or the Hopi Tribe towards the cost of planning, designing, and constructing the pipeline. The iiná bá – paa tuwaqat'si pipeline shall deliver potable water for domestic, commercial, municipal and industrial uses and be capable of delivering from Lake Powell: (i) up to 7,100 afy of potable Colorado River Water to the Navajo Nation for use in delivering up to 6,750 afy to serve Navajo communities and up to 350 afy to serve the San Juan Southern Paiute Southern Area; and (ii) up to 3,076 afy of potable Colorado River Water to the Hopi Tribe for use in delivering up to 3,076 afy to serve Hopi communities. Construction of the iiná bá – paa tuwaqat'si pipeline shall

commence after environmental compliance, design, construction phasing, cost estimating, and value engineering have occurred, and the phasing of construction has been agreed to among the Secretary, the Navajo Nation, and the Hopi Tribe, with the Secretary deciding on phasing if an agreement is not reached.

- (2) OWNERSHIP. The iiná bá - paa tuwaqat'si pipeline shall be owned by the United States during construction. Upon substantial completion of all or a phase of the iiná bá - paa tuwaqat'si pipeline, the Secretary shall transfer title to such sections of the pipeline on the Navajo Reservation, except that section that lies on the Navajo Reservation between Moenkopi and the boundary of the 1882 Reservation, to the Navajo Nation, and transfer title to such sections of the pipeline on the Hopi Reservation, and that section that lies on the Navajo Reservation between Moenkopi and the boundary of the 1882 Reservation and the right-of-way for that section of the pipeline, to the Hopi Tribe.
- (3) SUBSTANTIAL COMPLETION. The Secretary shall determine that the iiná bá - paa tuwaqat'si pipeline or a phase of the pipeline is substantially complete after consultation with the Navajo Nation and the Hopi Tribe. Substantial completion of the iiná bá - paa tuwaqat'si pipeline project or a phase of the pipeline project occurs when the infrastructure constructed is capable of storing, diverting, treating, transmitting, and distributing a supply of

Water as set forth in the final project design described in subsection (a)(1).

(4) OPERATION.

(A) The Secretary shall form a Project Operation Committee including the Navajo Nation and the Hopi Tribe. The Project Operation Committee shall develop a project operations agreement to be executed by the Navajo Nation, the Hopi Tribe, and the Secretary prior to substantial completion of any phase of the iiná bá - paa tuwaqat'si pipeline that will provide Water to both the Navajo Nation and the Hopi Tribe. The project operations agreement shall set forth all terms and conditions necessary for long-term operations of the iiná bá - paa tuwaqat'si pipeline, including: (a) distribution of Water; (b) responsibility for maintenance of the iiná bá - paa tuwaqat'si pipeline or section of the pipeline; (c) the allocation and payment of annual OM&R costs of the iiná bá - paa tuwaqat'si pipeline or section of the pipeline based on the proportionate uses and ownership of the pipeline; and (d) a right to sue in United States District Court to enforce the project operations agreement.

(B) The Navajo Nation shall operate that section of the iiná bá - paa tuwaqat'si pipeline that delivers water to the Navajo communities other than Coal Mine Mesa,

and that may deliver Water through the iiná bá - paa tuwaqat'si pipeline to the San Juan Southern Paiute Tribe. The Hopi Tribe shall operate that section of the iiná bá - paa tuwaqat'si pipeline that delivers Water to Moenkopi and the 1882 Reservation and the Navajo community of Coal Mine Mesa.

(b) TRIBAL EASEMENTS AND RIGHTS-OF-WAY.

- (1) In partial consideration for the funding provided under section 13 of the Act, the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe shall each timely consent to the grant of rights-of-way as described in, and in accordance with, subparagraphs 12.5.1, 12.5.2, and 12.5.3 of the settlement agreement.
- (2) With the consent of each affected tribe, the Secretary is authorized to enter into legal devices other than rights-of-way such as construction corridors when operating within the jurisdiction of one of the Navajo Nation, Hopi Tribe, or San Juan Southern Paiute Tribe in furtherance of the planning, design, and construction of the iiná bá - paa tuwaqat'si pipeline.
- (3) The Secretary is authorized to and shall grant the rights-of-way consented to by the Tribes referred to in (b)(1).

SEC. 9. THE IINA BA - PAA TUWAQAT'SI PIPELINE IMPLEMENTATION FUND.

- (a) ESTABLISHMENT. The Secretary shall establish a non-trust, interest-bearing account, to be known as the "iiná bá - paa

tuwaqat'si pipeline Implementation Fund Account” (referred to in this section as the “Implementation Fund Account”), to be managed and distributed by the Secretary, for use by the Secretary for carrying out this Act.

- (b) DEPOSITS. The Secretary shall deposit in the Implementation Fund Account established under subsection 9(a), the amounts made available pursuant to paragraphs 13(a)(1).
- (c) USES. The Implementation Fund Account shall be used by the Secretary to carry out section 8 of the Act.
- (d) INTEREST. In addition to the deposits under subsection (b), any investment earnings, including interest credited to amounts unexpended in the Implementation Fund Account are authorized to be appropriated to be used in accordance with the uses described in subsection (c).

SEC. 10. THE NAVAJO NATION WATER SETTLEMENT TRUST FUND.

- (a) ESTABLISHMENT. The Secretary shall establish a trust fund for the Navajo Nation, to be known as the “Navajo Nation Water Settlement Trust Fund,” to be managed, invested, and distributed by the Secretary and to remain available until expended, withdrawn, or reverted to the general fund of the Treasury, consisting of the amounts deposited in the Navajo Nation Water Settlement Trust Fund under subsection (c), together with any investment earnings, including interest, earned on those amounts, for the purpose of carrying out this Act.

- (b) ACCOUNTS. The Secretary shall establish in the Navajo Nation Water Settlement Trust Fund the following accounts:
- (1) The Navajo Nation Water Projects Trust Fund Account;
 - (2) The Navajo Nation OM&R Trust Fund Account;
 - (3) The Navajo Nation Agricultural Water Conservation Trust Fund Account;
 - (4) The Navajo Nation Renewable Energy Trust Fund Account;
and
 - (5) The Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account.
- (c) DEPOSITS. The Secretary shall deposit:
- (1) in the Navajo Nation Water Projects Trust Fund Account established under subsection (b)(1), the amounts made available pursuant to paragraph (A)(i) of section 13(b)(3);
 - (2) in the Navajo Nation OM&R Trust Fund Account established under subsection (b)(2), the amounts made available pursuant to paragraph (A)(ii) of section 13(b)(3);
 - (3) in the Navajo Nation Agricultural Water Conservation Trust Fund Account established under subsection (b)(3), the amounts made available pursuant to paragraph (A)(iii) of section 13(b)(3);
 - (4) in the Navajo Nation Renewable Energy Trust Fund Account established under subsection (b)(4), the amounts made available pursuant to paragraph (A)(iv) of section 13(b)(3); and

- (5) in the Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account established under subsection (b)(5), the amounts made available pursuant to paragraph (A)(v) of section 13(b)(3).
- (d) MANAGEMENT AND INTEREST.
- (1) MANAGEMENT. On receipt and deposit of the funds into the accounts in the Navajo Nation Water Settlement Trust Fund Accounts pursuant to subsection (c), the Secretary shall manage, invest, and distribute all amounts in the Trust Fund in a manner that is consistent with the investment authority of the Secretary under:
 - (A) the first section of the Act of June 24, 1938 (25 U.S.C. 162a);
 - (B) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*); and
 - (C) this subsection.
 - (2) INVESTMENT EARNINGS. In addition to the deposits made to the Navajo Nation Water Settlement Trust Fund Accounts under paragraph (c), any investment earnings, including interest, credited to amounts held in the Navajo Nation Water Settlement Trust Fund Accounts are authorized to be appropriated to be used in accordance with paragraph (g).

- (e) WITHDRAWALS.
 - (1) AMERICAN INDIAN TRUST FUND MANAGEMENT REFORM ACT OF 1994.
 - (A) IN GENERAL. The Navajo Nation may withdraw any portion of the amounts in the Navajo Nation Water Settlement Trust Fund Accounts on approval by the Secretary of a Tribal management plan submitted by the Navajo Nation in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*).
 - (B) REQUIREMENTS. In addition to the requirements under the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*), the Tribal management plan under this paragraph shall require that the Navajo Nation spend all amounts withdrawn from the Navajo Nation Water Settlement Trust Fund Accounts, and any investment earnings accrued through the investments under the Tribal management plan, in accordance with this Act.
 - (C) ENFORCEMENT. The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary:
 - (i) to enforce the Tribal management plan; and
 - (ii) to ensure that amounts withdrawn from the Navajo Nation Water Settlement Trust Fund

Accounts by the Navajo Nation under this paragraph are used in accordance with this Act.

(2) EXPENDITURE PLAN.

- (A) IN GENERAL. The Navajo Nation may submit to the Secretary a request to withdraw funds from the Navajo Nation Water Settlement Trust Fund Accounts pursuant to an approved expenditure plan.
- (B) REQUIREMENTS. To be eligible to withdraw funds under an expenditure plan under this paragraph, the Navajo Nation shall submit to the Secretary for approval an expenditure plan for any portion of the Navajo Nation Water Settlement Trust Fund Accounts that the Navajo Nation elects to withdraw pursuant to this subparagraph, subject to the condition that the funds shall be used for the purposes described in this Act.
- (C) INCLUSIONS. An expenditure plan under this paragraph shall include a description of the manner and purpose for which the amounts proposed to be withdrawn from the Navajo Nation Water Settlement Trust Fund Accounts will be used by the Navajo Nation in accordance with subsection (g).
- (D) APPROVAL. On receipt of an expenditure plan under this paragraph, the Secretary shall approve the

expenditure plan if the Secretary determines that the expenditure plan:

- (i) is reasonable; and
- (ii) is consistent with, and will be used for, the purposes of this Act.

(E) ENFORCEMENT. The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary to enforce an expenditure plan under this paragraph to ensure that amounts disbursed under this paragraph are used in accordance with this Act.

(f) USES. Amounts from the Navajo Nation Water Settlement Trust Fund Accounts shall be used by the Navajo Nation for the following purposes:

(1) THE NAVAJO NATION WATER PROJECTS TRUST FUND ACCOUNT. Amounts in the Navajo Nation Water Projects Trust Fund Account established under subsection (b)(1) may only be used for the purpose of Environmental compliance, planning, engineering activities, and construction of projects designed to deliver potable water to communities such as Leupp, Dilkon, Ganado, Black Mesa, Sweetwater, Chinle, Lupton/Nahata Dziil Area, Kayenta, and Oljato.

(2) THE NAVAJO NATION OM&R TRUST FUND ACCOUNT. Amounts in the Navajo Nation OM&R Trust

Fund Account established under subsection (b)(2) may only be used to pay OM&R costs of the Navajo Water projects described in subsection (f)(1) and the iiná bá - paa tuwaqat'si pipeline project.

(3) THE NAVAJO NATION AGRICULTURAL WATER CONSERVATION TRUST FUND ACCOUNT. Amounts in the Navajo Nation Agricultural Water Conservation Trust Fund Account established under subsection (b)(3) may only be used to pay the cost of the following:

(A) improvements to reduce water shortages on the Navajo Nation's historically irrigated land including sprinklers, drip or other efficient irrigation systems, land leveling, wells, pipelines, pumps and storage, stream bank stabilization and restoration, pasture seeding and management, fencing, wind breaks or alluvial wells.

(B) up to half of this fund may be used for replacement and development of livestock wells and impoundments on the Navajo Reservation and Navajo Trust Land.

(4) THE NAVAJO NATION RENEWABLE ENERGY TRUST FUND ACCOUNT. Amounts in the Navajo Nation Renewable Energy Trust Fund Account established under subsection (b)(4) may only be used to pay the cost of planning, designing, and constructing renewable energy

facilities to support the cost of operating the Navajo Nation Water projects and the iiná bá - paa tuwaqat'si pipeline.

- (5) THE NAVAJO NATION LOWER BASIN COLORADO RIVER WATER ACQUISITION TRUST FUND ACCOUNT. Amounts in the Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account established under subsection (b)(5) may only be used to purchase land within the State and associated Lower Basin Colorado River Water Rights.
- (g) LIABILITY. The Secretary and the Secretary of the Treasury shall not be liable for the expenditure or investment of any amounts withdrawn from the Navajo Nation Water Settlement Trust Fund Accounts by the Navajo Nation pursuant to paragraph (f).
- (h) TITLE TO INFRASTRUCTURE. Title to, control over, and operation of any project constructed using funds from the Navajo Nation Water Settlement Trust Fund Accounts shall remain in the Navajo Nation.
- (i) PROJECT EFFICIENCIES. If the total cost of the activities described in subsection (g) results in cost savings and is less than the amounts authorized to be obligated under any of subparagraphs (1) through (5) of this subsection required to carry out those activities, the Secretary, at the request of the Navajo Nation, shall deposit those savings in a different Account within the Navajo Nation Water Settlement Trust Fund, to be used in accordance with that subparagraph.

- (j) CONTRIBUTIONS TO THE IINÁ BÁ - PAA TUWAQAT'SI PIPELINE. In its sole discretion the Navajo Nation may utilize funds in any of the Navajo Nation Water Settlement Trust Fund Accounts to supplement funds in the iiná bá - paa tuwaqat'si pipeline Implementation Fund.
- (k) ANNUAL REPORT. The Navajo Nation shall submit to the Secretary an annual expenditure report describing accomplishments and amounts spent from use of withdrawals under a Tribal management plan or an expenditure plan described in this section.
- (l) NO PER CAPITA PAYMENTS. No principal or interest amount in any account established by this section shall be distributed to any member of the Navajo Nation on a per capita basis.
- (m) EFFECT. Nothing in this Act entitles the Navajo Nation to judicial review of a determination of the Secretary regarding whether to approve a Tribal management plan under paragraph (1) or an expenditure plan under paragraph (2), except as provided under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the "Administrative Procedure Act").

SEC. 11. THE HOPI TRIBE SETTLEMENT TRUST FUND.

- (a) ESTABLISHMENT. The Secretary shall establish a trust fund for the Hopi Tribe, to be known as the "Hopi Tribe Water Settlement Trust Fund", to be managed, invested, and distributed

by the Secretary and to remain available until expended, withdrawn, or reverted to the general fund of the Treasury, consisting of the amounts deposited in the Hopi Tribe Water Settlement Trust Fund under subsection (c), together with any investment earnings, including interest, earned on those amounts, for the purpose of carrying out this Act.

(b) ACCOUNTS. The Secretary shall establish in the Hopi Tribe Water Settlement Trust Fund the following accounts:

- (1) The Hopi Tribe Groundwater Projects Trust Fund Account;
- (2) The Hopi Tribe OM&R Trust Fund Account;
- (3) The Hopi Tribe Agricultural Water Conservation Trust Fund Account; and
- (4) The Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account.

(c) DEPOSITS. The Secretary shall deposit:

- (1) in the Hopi Tribe Groundwater Projects Trust Fund Account established under subsection (b)(1), the amounts made available pursuant to paragraph (B)(i) of section 13(b)(3);
- (2) in the Hopi Tribe OM&R Trust Fund Account established under subsection (b)(2), the amounts made available pursuant to paragraph (B)(ii) of section 13(b)(3);
- (3) in the Hopi Tribe Agricultural Water Conservation Trust Fund Account established under subsection (b)(3), the amounts made available pursuant to paragraph (B)(iii) of section 13(b)(3); and

- (4) in the Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account established under subsection (b)(4), the amounts made available pursuant to paragraph (B)(iv) of section 13(b)(3).
- (d) MANAGEMENT AND INTEREST.
- (1) MANAGEMENT. On receipt and deposit of the funds into the accounts in the Hopi Tribe Water Settlement Trust Fund Accounts pursuant to subsection (c), the Secretary shall manage, invest, and distribute all amounts in the Trust Fund in a manner that is consistent with the investment authority of the Secretary under:
 - (A) the first section of the Act of June 24, 1938 (25 U.S.C. 162a);
 - (B) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*); and
 - (C) this subsection.
 - (2) INVESTMENT EARNINGS. In addition to the deposits made to the Hopi Tribe Water Settlement Trust Fund Accounts under paragraph (c), any investment earnings, including interest, credited to amounts held in the Hopi Tribe Water Settlement Trust Fund Accounts are authorized to be appropriated to be used in accordance with paragraph (f).

- (e) WITHDRAWALS.
 - (1) AMERICAN INDIAN TRUST FUND MANAGEMENT REFORM ACT OF 1994.
 - (A) IN GENERAL. The Hopi Tribe may withdraw any portion of the amount in the Hopi Tribe Water Settlement Trust Fund Accounts on approval by the Secretary of a Tribal management plan submitted by the Hopi Tribe in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*).
 - (B) REQUIREMENTS. In addition to the requirements under the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*), the Tribal management plan under this paragraph shall require that the Hopi Tribe spend all amounts withdrawn from the Hopi Tribe Water Settlement Trust Fund Accounts, and any investment earnings accrued through the investments under the Tribal management plan, in accordance with this Act.
 - (C) ENFORCEMENT. The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary:
 - (i) to enforce the Tribal management plan; and
 - (ii) to ensure that amounts withdrawn from the Hopi Tribe Water Settlement Trust Fund Accounts by

the Hopi Tribe under this paragraph are used in accordance with this Act.

- (2) EXPENDITURE PLAN.
 - (A) IN GENERAL. The Hopi Tribe may submit to the Secretary a request to withdraw funds from the Hopi Tribe Water Settlement Trust Fund Accounts pursuant to an approved expenditure plan.
 - (B) REQUIREMENTS. To be eligible to withdraw funds under an expenditure plan under this paragraph, the Hopi Tribe shall submit to the Secretary for approval an expenditure plan for any portion of the Hopi Tribe Water Settlement Trust Fund Accounts that the Hopi Tribe elects to withdraw pursuant to this paragraph, subject to the condition that the funds shall be used for the purposes described in this Act.
 - (C) INCLUSIONS. An expenditure plan under this paragraph shall include a description of the manner and purpose for which the amounts proposed to be withdrawn from the Hopi Tribe Water Settlement Trust Fund Accounts will be used by the Hopi Tribe in accordance with subsection (f).
 - (D) APPROVAL. On receipt of an expenditure plan under this paragraph, the Secretary shall approve the expenditure plan if the Secretary determines that the expenditure plan:

- (i) is reasonable; and
 - (ii) is consistent with, and will be used for, the purposes of this Act.
- (E) ENFORCEMENT. The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary to enforce an expenditure plan under this paragraph to ensure that amounts disbursed under this paragraph are used in accordance with this Act.
- (f) USES. Amounts from the Hopi Tribe Water Settlement Trust Fund Accounts shall be used by the Hopi Tribe for the following purposes:
 - (1) THE HOPI TRIBE GROUNDWATER PROJECTS TRUST FUND ACCOUNT. Amounts in the Hopi Tribe Water Projects Trust Fund Account established under subsection (b)(1) may only be used for the purpose of environmental compliance, planning, engineering and design activities, and construction to deliver water to Hopi communities.
 - (2) THE HOPI TRIBE OM&R TRUST FUND ACCOUNT. Amounts in the Hopi Tribe OM&R Trust Fund Account established under subsection (b)(2) may only be used to pay the OM&R costs of the Hopi Water projects described in subsection 11(f)(1) and the iiná bá - paa tuwaqat'si pipeline project.

- (3) THE HOPI TRIBE AGRICULTURAL WATER CONSERVATION TRUST FUND ACCOUNT. Amounts in the Hopi Tribe Agricultural Water Conservation Trust Fund Account established under subsection (b)(3) may only be used to pay the cost of improvements to reduce water shortages on the Hopi Tribe's historically irrigated land and grazing land including sprinklers, drip or other efficient irrigation systems, land leveling, wells, impoundments, pipelines, pumps and storage, stream bank stabilization and restoration, pasture seeding and management, fencing, and wind breaks or alluvial wells, and spring restoration, repair, replacement, and relocation of low technology structures to support Akchin farming, flood-water farming, and other traditional farming practices.
- (4) THE HOPI TRIBE LOWER BASIN COLORADO RIVER WATER ACQUISITION TRUST FUND ACCOUNT. Amounts in the Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account established under subsection (b)(4) may only be used to purchase land within the State and associated Lower Basin Colorado River Water Rights.
- (g) LIABILITY. The Secretary and the Secretary of the Treasury shall not be liable for the expenditure or investment of any amounts withdrawn from the Hopi Tribe Water Settlement Trust Fund Accounts by the Hopi Tribe pursuant to paragraph (f).

- (h) TITLE TO INFRASTRUCTURE. Title to, control over, and operation of any project constructed using funds from the Hopi Tribe Water Settlement Trust Fund Accounts shall remain in the Hopi Tribe.
- (i) PROJECT EFFICIENCIES. If the total cost of the activities described in subsection (f) results in cost savings and is less than the amounts authorized to be obligated under any of paragraphs (c)1 through 4 of this subsection required to carry out those activities, the Secretary, at the request of the Hopi Tribe, shall deposit those savings in a different Account within the Hopi Tribe Water Settlement Trust Fund, to be used in accordance with that subparagraph.
- (j) CONTRIBUTIONS TO THE IINÁ BÁ - PAA TUWAQAT'SI PIPELINE. In its sole discretion the Hopi Tribe may utilize funds in any of the Hopi Tribe Water Settlement Trust Fund Accounts to supplement funds in the iiná bá - paa tuwaqat'si pipeline Implementation Fund.
- (k) ANNUAL REPORT. The Hopi Tribe shall submit to the Secretary an annual expenditure report describing accomplishments and amounts spent from use of withdrawals under a Tribal management plan or an expenditure plan described in this section.
- (l) NO PER CAPITA PAYMENTS. No principal or interest amount in any account established by this section shall be distributed to any member of the Hopi Tribe on a per capita basis.

- (m) EFFECT. Nothing in this Act entitles the Hopi Tribe to judicial review of a determination of the Secretary regarding whether to approve a Tribal management plan under paragraph (e)(1) or an expenditure plan under paragraph (e)(2), except as provided under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the “Administrative Procedure Act”).

SEC. 12. THE SAN JUAN SOUTHERN PAIUTE TRIBE WATER SETTLEMENT TRUST FUND.

- (a) ESTABLISHMENT. The Secretary shall establish a trust fund for the San Juan Southern Paiute Tribe, to be known as the “San Juan Southern Paiute Tribe Water Settlement Trust Fund”, to be managed, invested, and distributed by the Secretary and to remain available until expended, withdrawn, or reverted to the general fund of the Treasury, consisting of the amounts deposited in the Trust Fund Accounts under subsection (c), together with any investment earnings, including interest, earned on those amounts, for the purpose of carrying out this Act.
- (b) ACCOUNTS. The Secretary shall establish in the San Juan Southern Paiute Tribe Water Settlement Trust Fund the following accounts:
 - (1) The San Juan Southern Paiute Tribe Groundwater Project Trust Fund Account;
 - (2) The San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account; and

(3) The San Juan Southern Paiute Tribe OM&R Trust Fund Account.

(c) DEPOSITS. The Secretary shall deposit:

(1) in the San Juan Southern Paiute Tribe Groundwater Project Trust Fund Account established under subsection (b)(1), the amounts made available pursuant to paragraph (C)(i) of section 13(b)(3);

(2) in the San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account established under subsection (b)(2), the amounts made available pursuant to paragraph (C)(iii) of section 13(b)(3); and

(3) in the San Juan Southern Paiute Tribe OM&R Trust Fund Account established under subsection (b)(3), the amounts made available pursuant to paragraph (C)(ii) of section 13(b)(3).

(d) MANAGEMENT AND INTEREST.

(1) MANAGEMENT. On receipt and deposit of the funds into the accounts in the San Juan Southern Paiute Water Settlement Trust Fund pursuant to subsection (C), the Secretary shall manage, invest, and distribute all amounts in the San Juan Southern Paiute Trust Fund Accounts in a manner that is consistent with the investment authority of the Secretary under:

(A) the first section of the Act of June 24, 1938 (25 U.S.C. 162a);

- (B) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*); and
 - (C) this subsection.
- (2) INVESTMENT EARNINGS. In addition to the deposits made to the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts under subsection 13(c)(3), any investment earnings, including interest, credited to amounts held in the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts are authorized to be appropriated to be used in accordance with paragraph (f).
- (e) WITHDRAWALS.
- (1) AMERICAN INDIAN TRUST FUND MANAGEMENT REFORM ACT OF 1994.
 - (A) IN GENERAL. The San Juan Southern Paiute Tribe may withdraw any portion of the amounts in the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts on approval by the Secretary of a Tribal management plan submitted by the San Juan Southern Paiute Tribe in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*).
 - (B) REQUIREMENTS. In addition to the requirements under the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 *et seq.*), the Tribal management plan under this paragraph shall require that the San Juan Southern Paiute Tribe spend

all amounts withdrawn from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts, and any investment earnings accrued through the investments under the Tribal management plan, in accordance with this Act.

(C) ENFORCEMENT. The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary:

(i) to enforce the Tribal management plan; and

(ii) to ensure that amounts withdrawn from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts by the San Juan Southern Paiute Tribe under this paragraph are used in accordance with this Act.

(2) EXPENDITURE PLAN.

(A) IN GENERAL. The San Juan Southern Paiute Tribe may submit to the Secretary a request to withdraw funds from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts pursuant to an approved expenditure plan.

(B) REQUIREMENTS. To be eligible to withdraw funds under an expenditure plan under this paragraph, the San Juan Southern Paiute Tribe shall submit to the Secretary for approval an expenditure plan for any portion of the San Juan Southern Paiute Tribe Water

Settlement Trust Fund Accounts that the San Juan Southern Paiute Tribe elects to withdraw pursuant to this paragraph, subject to the condition that the funds shall be used for the purposes described in this Act.

- (C) INCLUSIONS. An expenditure plan under this paragraph shall include a description of the manner and purpose for which the amounts proposed to be withdrawn from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts will be used by the San Juan Southern Paiute Tribe in accordance with subsection (f).
- (D) APPROVAL. On receipt of an expenditure plan under this paragraph, the Secretary shall approve the expenditure plan if the Secretary determines that the expenditure plan:
 - (i) is reasonable; and
 - (ii) is consistent with, and will be used for, the purposes of this Act.
- (E) ENFORCEMENT. The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary to enforce an expenditure plan under this paragraph to ensure that amounts disbursed under this paragraph are used in accordance with this Act.

- (f) USES. Amounts from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts shall be used by the San Juan Southern Paiute Tribe for the following purposes:
- (1) THE SAN JUAN SOUTHERN PAIUTE TRIBE GROUNDWATER PROJECT TRUST FUND ACCOUNT. Amounts in the San Juan Southern Paiute Tribe Groundwater Project Trust Fund Account established under subsection (b)(1) may only be used to pay the cost of designing and constructing Water projects, including Water treatment facilities, pipelines, storage tanks, pumping stations, pressure reducing valves, electrical transmission facilities, and the other appurtenant items, including real property and easements necessary to deliver groundwater to the areas served.
 - (2) THE SAN JUAN SOUTHERN PAIUTE TRIBE AGRICULTURAL CONSERVATION TRUST FUND ACCOUNT. Amounts in the San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account established under subsection (b)(2) may only be used to pay the cost of the following:
 - (A) improvements to reduce water shortages on the San Juan Southern Paiute Tribe's historically irrigated land including sprinklers, drip or other efficient irrigation systems, land leveling, wells, pipelines, pumps and storage, stream bank stabilization and

restoration, pasture seeding and management, fencing, wind breaks or alluvial wells.

(B) up to half of this fund may be used for replacement and development of livestock wells and impoundments on San Juan Southern Paiute Land.

(3) THE SAN JUAN SOUTHERN PAIUTE TRIBE OM&R TRUST FUND ACCOUNT. Amounts in the San Juan Southern Paiute Tribe OM&R Trust Fund Account established under subsection (b)(3) may only be used to pay the OM&R costs of the San Juan Southern Paiute Tribe Water projects described in subsection (f)(1) and for the imputed costs for delivery of Water from the iiná bá - paa tuwaqat'si pipeline.

(g) LIABILITY. The Secretary and the Secretary of the Treasury shall not be liable for the expenditure or investment of any amounts withdrawn from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts by the San Juan Southern Paiute Tribe pursuant to subsection (f).

(h) TITLE TO INFRASTRUCTURE. Title to, control over, and operation of any project constructed using funds from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts shall remain in the San Juan Southern Paiute Tribe.

(i) PROJECT EFFICIENCIES. If the total cost of the activities described in subsection (f) results in cost savings and is less than the amounts authorized to be obligated under any of paragraphs 1

through 3 of this subsection required to carry out those activities, the Secretary, at the request of the San Juan Southern Paiute Tribe, shall deposit those savings in a different Account within the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts to be used in other Accounts in accordance with that subparagraph.

- (j) CONTRIBUTIONS TO THE IINÁ BÁ - PAA TUWAQAT'SI PIPELINE. In its sole discretion the San Juan Southern Paiute Tribe may utilize funds in any of the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts to supplement funds in the iiná bá - paa tuwaqat'si pipeline Implementation Fund.
- (k) ANNUAL REPORT. The San Juan Southern Paiute Tribe shall submit to the Secretary an annual expenditure report describing accomplishments and amounts spent from use of withdrawals under a Tribal management plan or an expenditure plan described in this section.
- (l) NO PER CAPITA PAYMENTS. No principal or interest amount in any account established by this section shall be distributed to any member of the San Juan Southern Paiute Tribe on a per capita basis.
- (m) EFFECT. Nothing in this Act entitles the San Juan Southern Paiute Tribe to judicial review of a determination of the Secretary regarding whether to approve a Tribal management plan under paragraph (1) or an expenditure plan under paragraph (2), except as provided under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the "Administrative Procedure Act").

SEC. 13. FUNDING

(a) THE IINÁ BÁ - PAA TUWAQAT'SI PIPELINE IMPLEMENTATION ACCOUNT.

(1) MANDATORY APPROPRIATION. Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary \$1.715 billion for deposit in the iiná bá - paa tuwaqat'si pipeline Implementation Account, to carry out the planning, engineering, design, environmental compliance, and construction of the iiná bá - paa tuwaqat'si pipeline, such funds to remain available until expended, withdrawn, or reverted to the general fund of the Treasury.

(2) AVAILABILITY.

(A) IN GENERAL. Except as provided in subsection (2)(B), amounts appropriated to and deposited in the iiná bá - paa tuwaqat'si pipeline Implementation Account shall not be available for expenditure until such time as the Secretarial findings required by subsection (a) of section 16 are made and published.

(B) EXCEPTION. Of the amount made available under paragraph (1), \$25 million shall be made available before the Enforceability Date for Reclamation to carry out environmental compliance and preliminary design of the iiná bá - paa tuwaqat'si pipeline. Withdrawal of the \$25 million is conditioned on:

- (i) the revision of the settlement agreement and exhibits to conform to the Act; and
 - (ii) execution by all of the settlement parties, including the United States to the conformed settlement agreement and exhibits, including the waivers and releases of claims.
- (3) **ADDITIONAL AUTHORIZATION.** In addition to the mandatory appropriation made available under paragraph (1), there is authorized to be appropriated to the iiná bá - paa tuwaqat'si pipeline Implementation Account such funds as are necessary to complete the construction of the iiná bá - paa tuwaqat'si pipeline.
- (b) **THE NAVAJO NATION WATER SETTLEMENT TRUST FUND, THE HOPI TRIBE WATER SETTLEMENT TRUST FUND AND THE SAN JUAN SOUTHERN PAIUTE SETTLEMENT TRUST FUND.**
 - (1) **MANDATORY APPROPRIATION.** Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary \$3.285 billion, for the trust funds established for each of the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe, such funds to remain available until expended, withdrawn, or reverted to the general fund of the Treasury;
 - (2) **AVAILABILITY.** Amounts appropriated to and deposited in the Navajo Nation Water Settlement Trust Fund, the Hopi Tribe Water Settlement Trust Fund, and the San Juan Southern Paiute Water Settlement Trust Fund shall not be

available for expenditure until such time as the Secretarial findings required by subsection (a) of section 16 are made and published.

(3) ALLOCATION. The Secretary shall distribute the \$3.285 billion funds as follows:

(A) THE NAVAJO NATION WATER SETTLEMENT TRUST FUND. \$2.7467 billion, to remain available until expended, withdrawn, or reverted to the general fund of the Treasury and to be allocated to the Trust Fund Accounts as follows:

- (i) The Navajo Nation Water Projects Trust Fund Account, \$2.3692 billion;
- (ii) The Navajo Nation OM&R Trust Fund Account, \$229.5 million;
- (iii) The Navajo Nation Agricultural Conservation Trust Fund Account, \$80 million;
- (iv) The Navajo Nation Renewable Energy Trust Fund Account, \$40 million; and
- (v) The Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account, \$28 million.

(B) THE HOPI TRIBE WATER SETTLEMENT TRUST FUND. \$508.5 million to remain available until expended, withdrawn, or reverted to the general fund

of the Treasury and to be allocated to the Trust Fund Accounts as follows:

- (i) The Hopi Tribe Groundwater Projects Trust Fund Account, \$390 million;
- (ii) The Hopi Tribe OM&R Trust Fund Account, \$87 million;
- (iii) The Hopi Tribe Agricultural Conservation Trust Fund Account, \$30 million; and
- (iv) The Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account, \$1.5 million.

(C) THE SAN JUAN SOUTHERN PAIUTE WATER SETTLEMENT TRUST FUND. \$29.8 million to remain available until expended, withdrawn, or reverted to the general fund of the Treasury and to be allocated to the Trust Fund Accounts as follows:

- (i) The San Juan Southern Paiute Groundwater Project Trust Fund Account, \$28 million;
- (ii) The San Juan Southern Paiute OM&R Trust Fund Account, \$1.5 million; and
- (iii) The San Juan Southern Paiute Agricultural Conservation Trust Fund Account, \$0.3 million.

- (c) INVESTMENTS. The Secretary shall invest amounts in the Accounts in accordance with:
- (1) the Act of April 1, 1880 (25 U.S.C. § 161);
 - (2) the first section of the Act of June 24, 1938 (25 U.S.C. § 162a); and
 - (3) obligations of Federal corporations and Federal Government-sponsored entities, the charter documents of which provide that the obligations of the entities are lawful investments for federally managed funds.
- (d) CREDITS TO ACCOUNTS.
- (1) The interest on, and the proceeds from, the sale or redemption of, any obligations held in the Navajo Nation Water Settlement Trust Fund Accounts, the Hopi Tribe Water Settlement Trust Fund Accounts, and the San Juan Southern Paiute Water Settlement Trust Fund Accounts shall be credited to and form a part of the respective accounts.
 - (2) Amounts appropriated to and deposited in the Navajo Nation Water Settlement Trust Fund, the Hopi Tribe Water Settlement Trust Fund, and the San Juan Southern Paiute Tribe Water Settlement Trust Fund, may be used as described in sections 10, 11, and 12 of this Act and paragraph 12 of the settlement agreement.

- (e) FLUCTUATION IN COSTS.
 - (1) IMPLEMENTATION FUND. The amounts authorized to be appropriated under subsection (a) shall be:
 - (A) increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after January 1, 2024, as indicated by the Bureau of Reclamation Construction Cost Trends Index applicable to the types of construction involved; and
 - (B) adjusted to address construction cost changes necessary to account for unforeseen market volatility that may not otherwise be captured by engineering cost indices as determined by the Secretary, including repricing applicable to the types of construction and current industry standards involved.
 - (2) TRUST FUNDS. The amounts authorized to be appropriated under subsection (b) shall be:
 - (A) increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after January 1, 2024, as indicated by the Bureau of Reclamation Construction Cost Index—Composite Trend; and
 - (B) adjusted to address construction cost changes necessary to account for unforeseen market volatility that may not otherwise be captured by engineering cost indices as determined by the Secretary, including

repricing applicable to the types of construction and current industry standards involved.

(3) REPETITION. The adjustment process under paragraphs (1) and (2) shall be repeated for each subsequent amount appropriated until the amount authorized to be appropriated under subsections (a) and (b), as adjusted, has been appropriated.

(4) PERIOD OF INDEXING.

(A) IMPLEMENTATION FUND. With respect to the Implementation Fund, the period of adjustment under paragraph (1) for any increment of funding shall be annually until the iiná bá - paa tuwaqat'si pipeline project is completed.

(B) TRUST FUNDS. With respect to the Trust Funds, the period of indexing adjustment under paragraph (2) for any increment of funding shall end on the date on which the funds are deposited into the Trust Funds.

SEC. 14. WAIVERS, RELEASES, AND RETENTION OF CLAIMS

(a) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE NAVAJO NATION, ON BEHALF OF THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS NAVAJO ALLOTTEES), AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS NAVAJO ALLOTTEES).

- (1) Except as provided in Subsection 14(a)(3), the Navajo Nation, on behalf of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), and the United States, acting as trustee for the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), as part of the performance of the respective obligations of the Navajo Nation and the United States under the settlement agreement and this Act, are authorized to execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Hopi Tribe, the Hopi Allottees, the San Juan Southern Paiute Tribe, and any other individual, entity, corporation, or municipal corporation under Federal, State, or other law for all:
 - (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Navajo Land, arising from time immemorial and, thereafter, forever;
 - (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo

- Nation, or predecessors of the Members of the Navajo Nation;
- (C) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Navajo Land, arising from time immemorial through the Enforceability Date;
 - (D) Past, present, and future claims for Injury to Water for Navajo Land, arising from time immemorial and, thereafter, forever;
 - (E) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo Nation, or predecessors of the Members of the Navajo Nation;
 - (F) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for Navajo Land, resulting from the Diversion or Use of Water outside of Navajo Land in a manner not in violation of the settlement agreement or State law; and
 - (G) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution,

or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.

- (2) The waiver and release of claims described in subsection (a)(1) shall be in the form set forth in Exhibit 13.1 to the settlement agreement and shall take effect on the Enforceability Date.
- (3) Notwithstanding the waiver and release of claims described in subsection (a)(1) and Exhibit 13.1 to the settlement agreement, the Navajo Nation, acting on behalf of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), and the United States, acting as trustee for the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), shall retain any right:
 - (A) To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;
 - (B) To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the LCR Decree and the Gila River Adjudication Decree;

- (C) To assert claims for Water Rights, for land owned or acquired by the Navajo Nation in fee, or held in trust by the United States for the benefit of the Navajo Nation, in the LCR Watershed pursuant to subparagraphs 4.11 and 4.12, of the settlement agreement, or in the Gila River Basin pursuant to subparagraphs 4.14 and 4.15 of the settlement agreement;
 - (D) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or
 - (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and
 - (E) To assert past, present, or future claims for Injury to Water Rights: (i) against any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe.
- (b) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE UNITED STATES, ACTING AS TRUSTEE FOR THE NAVAJO ALLOTTEES.
- (1) Except as provided in subsection (b)(3), the United States, acting as trustee for the Navajo Allottees, as part of the

performance of the obligations of the United States under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Navajo Nation, the Hopi Tribe, the Hopi Allottees, and the San Juan Southern Paiute Tribe, and any other individual, entity, corporation, or municipal corporation under Federal, State, or other law, for all:

- (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Navajo Allotments, arising from time immemorial and, thereafter, forever;
- (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Allottees or predecessors of the Navajo Allottees;
- (C) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Navajo Allotments, arising from time immemorial through the Enforceability Date;
- (D) Past, present, and future claims for Injury to Water for Navajo Allotments, arising from time immemorial and, thereafter, forever;

- (E) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by Navajo Allottees or predecessors of the Navajo Allottees;
 - (F) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for the Navajo Allotments, resulting from the Diversion or Use of Water outside of Navajo Allotments in a manner not in violation of the settlement agreement or State law; and
 - (G) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.
- (2) The waiver and release of claims under subsection (b)(1) shall be in the form set forth in Exhibit 13.2 to the settlement agreement and shall take effect on the Enforceability Date.
 - (3) Notwithstanding the waiver and release of claims described in subsection (b)(1), the United States acting as trustee for the Navajo Allottees, shall retain any right:
 - (A) To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Allottees under the

settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;

- (B) To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Allottees under the LCR Decree;
 - (C) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or
 - (ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and
 - (D) To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe.
- (c) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE NAVAJO NATION, ON BEHALF OF THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS NAVAJO ALLOTTEES), AGAINST THE UNITED STATES.

- (1) Except as provided in subsection (c)(3), the Navajo Nation, acting on behalf of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), as part of the performance of the obligations of the Navajo Nation under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the United States, including agencies, officials, and employees of the United States, under Federal, State, or other law for all:
 - (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Navajo Land, arising from time immemorial and, thereafter, forever;
 - (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo Nation, or predecessors of the Members of the Navajo Nation;
 - (C) Claims for Water Rights within the State that the United States, acting as trustee for the Navajo Nation and Navajo Allottees, asserted or could have asserted in any proceeding, except to the extent that such

rights are recognized as part of the Navajo Nation's Water Rights under the Act.;

- (D) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Navajo Land, arising from time immemorial through the Enforceability Date;
- (E) Past, present, and future claims for Injury to Water for Navajo Land, arising from time immemorial and, thereafter, forever;
- (F) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo Nation, or predecessors of the Members of the Navajo Nation;
- (G) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date for Navajo Land, resulting from the Diversion or Use of Water outside of Navajo Land in a manner not in violation of the settlement agreement or State law;
- (H) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution,

or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act;

- (I) Past, present, and future claims arising out of, or relating in any manner to, United States Geological Survey monitoring and reporting activities described in paragraph 7.0 of the settlement agreement;
- (J) Past, present, and future claims arising from time immemorial and, thereafter, forever, relating in any manner to Injury to Water or Injury to Water Rights based on the provisions of paragraphs 8.0 and 9.0 of the settlement agreement;
- (K) Past and Present claims for foregone benefits from non-Navajo Use of Water, on and off Navajo Land (including Water from all sources and for all Uses), within the State arising before the Enforceability Date;
- (L) Past and Present claims for damage, loss, or injury to land or natural resources due to loss of water or Water Rights, including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or Water Rights, claims relating to interference with, Diversion of, or taking of Water, or claims relating to a failure to protect, acquire, replace, or develop water, Water Rights, or water

infrastructure, within the State, arising before the Enforceability Date;

- (M) Past and Present claims arising before the Enforceability Date from a failure to provide for operation, maintenance, or deferred maintenance for any irrigation system or irrigation project on Navajo Land;
 - (N) Past and Present claims arising before the Enforceability Date from a failure to establish or provide a municipal, rural, or industrial water delivery system on Navajo Land;
 - (O) Past and Present claims for damage, loss, or injury to land or natural resources due to construction, operation, and management of irrigation projects on Navajo Land, including damages, losses, or injuries to fish habitat, wildlife, and wildlife habitat, within the State arising before the Enforceability Date; and
 - (P) Past and Present claims arising before the Enforceability Date from a failure to provide a dam safety improvement to a dam on Navajo Land within the State.
- (2) The waiver and release of claims described in subsection (c)(1) shall be in the form set forth in Exhibit 13.3 to the settlement agreement and shall take effect on the Enforceability Date.

- (3) Notwithstanding the waiver and release of claims described in subsection (c)(1) and Exhibit 13.3 to the settlement agreement, the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Allottees) shall retain any right:
 - (A) To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;
 - (B) To assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the LCR Decree and the Gila River Adjudication Decree;
 - (C) To assert claims for Water Rights for land owned or acquired by the Navajo Nation in fee in the LCR Watershed pursuant to subparagraphs 4.11 and 4.12 of the settlement agreement, or in the Verde River Subwatershed pursuant to subparagraphs 4.14 and 4.15 of the settlement agreement;
 - (D) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe or
 - (ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and

- (E) To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe.
- (d) WAIVERS, RELEASES AND RETENTION OF CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE NAVAJO NATION, THE HOPI TRIBE, AND THE SAN JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION.
 - (1) Except as provided in subsection (d)(3), the United States, in all capacities (except as trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe), as part of the performance of the obligations of the United States under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the Navajo Nation, the Members of the Navajo Nation, or any agency, official, or employee of the Navajo Nation, under Federal, State, or any other law for all:
 - (A) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, resulting from the Diversion or Use of Water on Navajo Land, arising from time immemorial through the Enforceability Date;

- (B) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, resulting from the Diversion or Use of Water on Navajo Land in a manner that is not in violation of this Agreement or State law; and
 - (C) Past, present, and future claims arising out of, or related in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.
- (2) The waiver and release of claims under subsection (d)(1) shall be in the form set forth in Exhibit 13.4 to the settlement agreement and shall take effect on the Enforceability Date.
 - (3) Notwithstanding the waiver and release of claims described in subsection (d)(1) and Exhibit 13.4 to the settlement agreement, the United States shall retain any right to assert any claim not expressly waived in accordance with that subsection and that Exhibit, in any Federal or State court of competent jurisdiction.
- (e) **WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE HOPI TRIBE, ON BEHALF OF THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS HOPI ALLOTTEES), AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS HOPI ALLOTTEES).**

- (1) Except as provided in subsection (e)(3), the Hopi Tribe, on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), and the United States, acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), as part of the performance of the respective obligations of the Hopi Tribe and the United States under the settlement agreement and this Act, are authorized to execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Navajo Nation, the Navajo Allottees, the San Juan Southern Paiute Tribe, and any other individual, entity, corporation, or municipal corporation under Federal, State, or other law for all:
 - (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Hopi Land, arising from time immemorial and, thereafter, forever;
 - (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe;

- (C) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Hopi Land, arising from time immemorial through the Enforceability Date;
- (D) Past, present, and future claims for Injury to Water for Hopi Land, arising from time immemorial and, thereafter, forever;
- (E) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe;
- (F) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for Hopi Land, resulting from the Diversion or Use of Water outside of Hopi Land in a manner not in violation of the settlement agreement or State law; and
- (G) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.

- (2) The waiver and release of claims described in subsection (e)(1) shall be in the form set forth in Exhibit 13.6 to the settlement agreement and shall take effect on the Enforceability Date.
- (3) Notwithstanding the waiver and release of claims described in subsection (e)(1) and Exhibit 13.6 to the settlement agreement, the Hopi Tribe, acting on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), and the United States, acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), shall retain any right:
 - (A) To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;
 - (B) To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the LCR Decree;
 - (C) To assert claims for Water Rights for land owned or acquired by the Hopi Tribe in fee, or held in trust by the United States for the benefit of the Hopi Tribe, in the LCR Watershed pursuant to subparagraphs 5.10 and 5.11 of the settlement agreement;

- (D) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe;
 - or (ii) the United States acting on behalf of any Indian Tribe, other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and
 - (E) To assert past, present, or future claims for Injury to Water Rights: against (i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe.
- (f) **WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE UNITED STATES, ACTING AS TRUSTEE FOR THE HOPI ALLOTTEES.**
- (1) Except as provided in subsection (f)(3), the United States, acting as trustee for the Hopi Allottees, as part of the performance of the obligations of the United States under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Hopi Tribe, the Navajo Nation, the Navajo Allottees, and the San Juan Southern Paiute Tribe, and any other individual, entity, corporation, or municipal corporation under Federal, State, or other law, for all:

- (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Hopi Allotments, arising from time immemorial, and, thereafter, forever;
- (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Allottees or predecessors of the Hopi Allottees;
- (C) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Hopi Allotments, arising from time immemorial through the Enforceability Date;
- (D) Past, present, and future claims for Injury to Water for Hopi Allotments, arising from time immemorial and, thereafter, forever;
- (E) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by Hopi Allottees or predecessors of the Hopi Allottees;
- (F) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the

Enforceability Date, for the Hopi Allotments, resulting from the Diversion or Use of Water outside of the Hopi Allotments in a manner not in violation of the settlement agreement or State law; and

(G) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.

(2) The waiver and release of claims under subsection (f)(1) shall be in the form set forth in Exhibit 13.7 of the settlement agreement and shall take effect on the Enforceability Date.

(3) Notwithstanding the waiver and release of claims described in subsection (f)(1) and Exhibit 13.7 of the settlement agreement, the United States acting as trustee for the Hopi Allottees, shall retain any right:

(A) To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Allottees under the settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;

(B) To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Allottees under the LCR Decree;

- (C) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and
 - (D) To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe.
- (g) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE HOPI TRIBE, ON BEHALF OF THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS HOPI ALLOTTEES), AGAINST THE UNITED STATES.
- (1) Except as provided in subsection (g)(3), the Hopi Tribe, acting on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), as part of the performance of the obligations of the Hopi Tribe under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the United States, including

agencies, officials, and employees of the United States, under Federal, State, or other law for all:

- (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Hopi Land, arising from time immemorial and, thereafter, forever;
- (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe;
- (C) Claims for Water Rights within the State that the United States, acting a trustee for the Hopi Tribe and Hopi Allottees, asserted or could have asserted in any proceeding, except to the extent that such rights are recognized as part of the Hopi Tribe's Water Rights under this Act;
- (D) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Hopi Land, arising from time immemorial through the Enforceability Date;

- (E) Past, present, and future claims for Injury to Water for Hopi Land, arising from time immemorial and, thereafter, forever;
- (F) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe;
- (G) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date for Hopi Land, resulting from the Diversion or Use of Water outside of Hopi Land in a manner not in violation of the settlement agreement or State law;
- (H) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act;
- (I) Past, present, and future claims arising out of, or relating in any manner to, United States Geological Survey monitoring and reporting activities described in paragraph 7.0 of the settlement agreement.

- (J) Past, present, and future claims arising from time immemorial and, thereafter, forever, relating in any manner to Injury to Water or Injury to Water Rights based on the provisions of paragraphs 8.0 and 9.0 of the settlement agreement;
- (K) Past and Present claims for foregone benefits from non-Hopi Use of Water, on and off Hopi Land (including Water from all sources and for all Uses), within the State arising before the Enforceability Date;
- (L) Past and Present claims for damage, loss, or injury to land, or natural resources due to loss of water or Water Rights, including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or Water Rights, claims relating to interference with, Diversion of, or taking of water, or claims relating to a failure to protect, acquire, replace, or develop water, Water Rights, or water infrastructure, within the State, arising before the Enforceability Date;
- (M) Past and Present claims arising before the Enforceability Date from a failure to provide for operation, maintenance, or deferred maintenance for any irrigation system or irrigation project on Hopi Land;

- (N) Past and Present claims arising before the Enforceability Date from a failure to establish or provide a municipal, rural, or industrial water delivery system on Hopi Land; and
 - (O) Past and Present claims for damage, loss, or injury to land or natural resources due to construction, operation, and management of irrigation project on Hopi Land, including damages, losses, or injuries to fish habitat, wildlife, and wildlife habitat, within the State arising before the Enforceability Date.
- (2) The waiver and release of claims described in subsection (g)(1) shall be in the form set forth in Exhibit 13.8 to the settlement agreement and shall take effect on the Enforceability Date.
- (3) Notwithstanding the waiver and release of claims described in subsection (g)(1) and Exhibit 13.8 to the settlement agreement, the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees) shall retain any right:
- (A) To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;

- (B) To assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the LCR Decree;
 - (C) To assert claims for Water Rights for land owned or acquired by the Hopi Tribe in fee in the LCR Watershed pursuant to subparagraphs 5.10 and 5.11 of the settlement agreement;
 - (D) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe;
 - or (ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and
 - (E) To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe.
- (h) WAIVERS, RELEASES AND RETENTION OF CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE NAVAJO NATION, THE HOPI TRIBE, AND THE SAN JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE.
- (1) Except as provided in subsection (h)(3), the United States, in all capacities (except as trustee for an Indian Tribe other

than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe), as part of the performance of the obligations of the United States under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the Hopi Tribe, the Members of the Hopi Tribe, or any agency, official, or employee of the Hopi Tribe, under Federal, State, or any other law for all:

- (A) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, resulting from the Diversion or Use of Water on Hopi Land arising from time immemorial through the Enforceability Date;
- (B) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, resulting from the Diversion or Use of Water on Hopi Land in a manner that is not in violation of the settlement agreement or State law; and
- (C) Past, present, and future claims arising out of, or related in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.

- (2) The waiver and release of claims under subsection (h)(1) shall be in the form set forth in Exhibit 13.9 to the settlement agreement and shall take effect on the Enforceability Date.
 - (3) Notwithstanding the waiver and release of claims described in subsection(h)(1) and Exhibit 13.9 to the settlement agreement, the United States shall retain any right to assert any claim not expressly waived in accordance with that subsection and that Exhibit, in any Federal or State court of competent jurisdiction.
- (i) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE SAN JUAN SOUTHERN PAIUTE TRIBE, ON BEHALF OF THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE, AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE.
- (1) Except as provided in subsection (i)(3), the San Juan Southern Paiute Tribe, on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, and the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, as part of the performance of the respective obligations of the San Juan Southern Paiute Tribe and the United States under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Hopi Tribe, the Hopi Allottees,

the Navajo Nation, the Navajo Allottees, and any other individual, entity, corporation, or municipal corporation under Federal, State, or other law for all:

- (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for San Juan Southern Paiute Land, arising from time immemorial and, thereafter, forever;
- (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the San Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe;
- (C) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for San Juan Southern Paiute Land, arising from time immemorial through the Enforceability Date;
- (D) Past, present, and future claims for Injury to Water for San Juan Southern Paiute Land, arising from time immemorial and, thereafter, forever;
- (E) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River

Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the San Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe;

- (F) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for San Juan Southern Paiute Land, resulting from the Diversion or Use of Water outside of San Juan Southern Paiute Land in a manner not in violation of the settlement agreement or State law; and
 - (G) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.
- (2) The waiver and release of claims described in subsection (i)(1) shall be in the form set forth in Exhibit 13.11 to the settlement agreement and shall take effect on the Enforceability Date.
 - (3) Notwithstanding the waiver and release of claims described in subsection (i)(1) and Exhibit 13.11 to the settlement agreement, the San Juan Southern Paiute Tribe, acting on

behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, and the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, shall retain any right:

- (A) To assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under the settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;
- (B) To assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under the LCR Decree;
- (C) To assert claims for Water Rights for land owned or acquired by the San Juan Southern Paiute Tribe in fee or held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe in the LCR Watershed pursuant to subparagraphs 6.4 and 6.5 of the settlement agreement;
- (D) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or
 - (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; and

- (E) To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe.

- (j) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE SAN JUAN SOUTHERN PAIUTE TRIBE, ON BEHALF OF THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE, AGAINST THE UNITED STATES.
 - (1) Except as provided in subsection (j)(3), the San Juan Southern Paiute Tribe, acting on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, as part of the performance of the obligations of the San Juan Southern Paiute Tribe under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the United States, including agencies, officials, and employees of the United States, under Federal, State, or other law for all:
 - (A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for San Juan Southern Paiute Land, arising from time immemorial and, thereafter, forever;
 - (B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that

are based on the aboriginal occupancy of land within the State by the San Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe;

- (C) Claims for Water Rights within the State that the United States, acting as trustee for the San Juan Southern Paiute Tribe, asserted or could have asserted in any proceeding, except to the extent that such rights are recognized as part of the San Juan Southern Paiute Tribe's Water Rights under this Act;
- (D) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for San Juan Southern Paiute Land, arising from time immemorial through the Enforceability Date;
- (E) Past, present, and future claims for Injury to Water for San Juan Southern Paiute Land, arising from time immemorial and, thereafter, forever;
- (F) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the San Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern

Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe;

- (G) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date for San Juan Southern Paiute Land, resulting from the Diversion or Use of Water outside of San Juan Southern Paiute Land in a manner not in violation of this Agreement or State law;
- (H) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or this Act;
- (I) Past, present, and future claims arising out of, or relating in any manner to, United States Geological Survey monitoring and reporting activities described in paragraph 7.0 of the settlement agreement;
- (J) Past, present, and future claims arising from time immemorial and, thereafter, forever, relating in any manner to Injury to Water or Injury to Water Rights based on the provisions of paragraphs 8.0 and 9.0 of the settlement agreement;
- (K) Past and Present claims for foregone benefits from non-San Juan Southern Paiute Tribe Use of Water, on and off San Juan Southern Paiute Land (including

water from all sources and for all Uses), within the State arising before the Enforceability Date;

- (L) Past and Present claims for damage, loss, or injury to land, or natural resources due to loss of water or Water Rights, including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or Water Rights, claims relating to interference with, diversion of, or taking of water, or claims relating to a failure to protect, acquire, replace, or develop water, Water Rights, or water infrastructure, within the State, arising before the Enforceability Date;
- (M) Past and Present claims arising before the Enforceability Date from a failure to provide for operation, maintenance, or deferred maintenance for any irrigation system or irrigation project on San Juan Southern Paiute Land;
- (N) Past and Present claims arising before the Enforceability Date from a failure to establish or provide a municipal, rural, or industrial water delivery system on San Juan Southern Paiute Land; and
- (O) Past and Present claims for damage, loss, or injury to land or natural resources due to construction, operation, and management of irrigation project on San Juan Southern Paiute Land, including damages,

losses, or injuries to fish habitat, wildlife, and wildlife habitat, within the State arising before the Enforceability Date.

- (2) The waiver and release of claims described in subsection (j)(1) shall be in the form set forth in Exhibit 13.12 to the settlement agreement and shall take effect on the Enforceability Date.
- (3) Notwithstanding the waiver and release of claims described in subsection (j)(1) and Exhibit 13.12 to the settlement agreement, the San Juan Southern Paiute Tribe, acting on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe shall retain any right:
 - (A) To assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under the settlement agreement, whether such rights are generally stated or specifically described, or this Act, in any Federal or State court of competent jurisdiction;
 - (B) To assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under the LCR Decree;
 - (C) To assert claims for Water Rights for land owned or acquired by the San Juan Southern Paiute Tribe in fee

in the LCR Watershed pursuant to subparagraphs 6.4 and 6.5 of the settlement agreement;

- (D) To object to any claims for Water Rights by or for:
 - (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; and
 - (E) To assert past, present, or future claims for Injury to Water Rights against: (i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or (ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe;
- (k) WAIVERS, RELEASES AND RETENTION OF CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE NAVAJO NATION, THE HOPI TRIBE, AND THE SAN JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE.
- (1) Except as provided in subsection (k)(3), the United States, in all capacities (except as trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe), as part of the performance of the obligations of the United States under the settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the San Juan Southern

Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or any agency, official, or employee of the San Juan Southern Paiute Tribe, under Federal, State, or any other law for all:

- (A) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, resulting from the Diversion or Use of Water on San Juan Southern Paiute Land arising from time immemorial through the Enforceability Date;
- (B) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, resulting from the Diversion or Use of Water on San Juan Southern Paiute Land in a manner that is not in violation of the settlement agreement or State law; and
- (C) Past, present, and future claims arising out of, or related in any manner to, the negotiation, execution, or adoption of the settlement agreement, any judgment or decree approving or incorporating the settlement agreement, or this Act.
- (D) The waiver and release of claims under subsection (k)(1) shall be in the form set forth in Exhibit 13.15 to the settlement agreement and shall take effect on the Enforceability Date.

- (2) Notwithstanding the waiver and release of claims described in subsection (k)(1) and Exhibit 13.13 to the settlement agreement, the United States shall retain any right to assert any claim not expressly waived in accordance with that subsection and that Exhibit, in any Federal or State court of competent jurisdiction.

SEC. 15. SATISFACTION OF WATER RIGHTS AND OTHER BENEFITS.

(a) THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION.

- (1) The benefits provided under the settlement agreement shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the Navajo Nation and the Members of the Navajo Nation against the Parties, including the United States, that is waived and released by the Navajo Nation acting on behalf of the Navajo Nation and the Members of the Navajo Nation under Exhibits 13.1 and 13.3 to the settlement agreement.
- (2) Any entitlement to water of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees) or the United States acting as trustee for the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), for Navajo Land shall be satisfied out of the water resources and other benefits granted, confirmed, quantified, or recognized by the settlement agreement and this Act, to or for the Navajo

Nation, the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), and the United States, acting as trustee for the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees).

(b) NAVAJO ALLOTTEES AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE NAVAJO ALLOTTEES.

(1) The benefits realized by the Navajo Allottees under the settlement agreement and this Act shall be in complete replacement of, complete substitution for, and full satisfaction of:

(A) all claims waived and released by the United States (acting as trustee for the Navajo Allottees) under Exhibit 13.2 to the settlement agreement.

(B) Any claims of the Navajo Allottees against the United States similar to the claims described in Exhibit 13.2 to the settlement agreement that the Navajo Allottees asserted or could have asserted.

(2) Any entitlement to water of the Navajo Allottees or the United States acting as trustee for the Navajo Allottees, for Navajo Allotments shall be satisfied out of the water resources and other benefits granted, confirmed, or recognized by the settlement agreement and this Act, to or for the Navajo Allottees and the United States, acting as trustee for the Navajo Allottees.

- (3) Notwithstanding subsection 15(a) and 15(b), nothing in this Agreement or the Act recognizes or establishes any right of a Member of the Navajo Nation to Water on Navajo Land.
- (c) THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE.
- (1) The benefits provided under the settlement agreement shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the Hopi Tribe and the Members of the Hopi Tribe against the Parties, including the United States, that is waived and released by the Hopi Tribe acting on behalf of the Hopi Tribe and the Members of the Hopi Tribe under Exhibits 13.6 and 13.8 to the settlement agreement.
 - (2) Any entitlement to Water of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees) or the United States acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), for Hopi Land shall be satisfied out of the Water resources and other benefits granted, confirmed, quantified, or recognized by the settlement agreement and this Act, to or for the Hopi Tribe, the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), and the United States, acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees).

- (d) HOPI ALLOTTEES AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE HOPI ALLOTTEES.
- (1) The benefits realized by the Hopi Allottees under the settlement agreement shall be in complete replacement of, complete substitution for, and full satisfaction of:
 - (A) all claims waived and released by the United States (acting as trustee for the Hopi Allottees) under Exhibit 13.7 to the settlement agreement; and.
 - (B) any claims of the Hopi Allottees against the United States similar to the claims described in Exhibit 13.7 to the settlement agreement that the Hopi Allottees asserted or could have asserted.
 - (2) Any entitlement to water of the Hopi Allottees or the United States acting trustee for the Hopi Allottees, for Hopi Allotments shall be satisfied out of the water resources and other benefits granted, confirmed, or recognized by the settlement agreement and this Act, to or for the Hopi Allottees and the United States, acting as trustee for the Hopi Allottees.
 - (3) Notwithstanding subsections 15(c) and 15(d), nothing in the settlement agreement or this Act, recognizes or establishes any right of a Member of the Hopi Tribe (but not a Member in the capacity of the Member as a Hopi Allottee) to water on Hopi Land.

- (e) SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE.
- (1) The benefits provided under the settlement agreement shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe against the Parties, including the United States, that is waived and released by the San Juan Southern Paiute Tribe acting on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe under Exhibits 13.11 and 13.12 to the settlement agreement.
 - (2) Any entitlement to water of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe or the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, for San Juan Southern Paiute Land shall be satisfied out of the water resources and other benefits granted, confirmed, quantified, or recognized by the settlement agreement and this Act, to or for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe and the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe.
 - (3) Notwithstanding subsections 15(e) nothing in the settlement agreement or this Act recognizes or establishes any right of a Member of the San Juan Southern Paiute Tribe to water on the San Juan Southern Paiute Southern Area.

SEC. 16. ENFORCEABILITY DATE.

(a) **CONDITIONS TO THE ENFORCEABILITY DATE.**

The settlement agreement, including the waivers and releases of claims described in paragraph 13 of the settlement agreement and in section 14 of this Act, shall take effect and be fully enforceable on the date on which the Secretary publishes in the Federal Register a statement of findings that:

- (1) the settlement agreement has been revised, through an amendment and restatement to:
 - (A) eliminate any conflict between the settlement agreement and the Act; and
 - (B) include the executed Water Delivery Contracts required by subparagraphs 10.1.1, 10.1.2, 10.1.3, 11.1.1, and 11.1.2 as Exhibits to the settlement agreement.
- (2) The settlement agreement as revised through an amendment and restatement has been signed by all Parties and any exhibit requiring execution by any Party has been executed by the required Party.
- (3) The waivers and releases of claims described in paragraph 13 of the settlement agreement and section 14 of this Act have been executed by the United States, Navajo Nation, Hopi Tribe, San Juan Southern Paiute Tribe, the State, and the other Parties.

- (4) Five billion dollars (\$5.0 billion) has been authorized, appropriated, and deposited in the designated accounts.
- (5) The LCR Decree has been approved by the LCR Adjudication Court substantially in the form of the judgment and decree attached as Exhibit 3.1.82 to the settlement agreement, as amended to ensure consistency with this Act.
- (6) The Gila River Adjudication Decree has been approved by the Gila River Adjudication Court substantially in the form of the judgment and decree attached as Exhibit 3.1.47 to the settlement agreement, as amended to ensure consistency with this Act.
- (7) The San Juan Southern Paiute Tribe and NTUA have executed a Water services agreement to deliver municipal Water to the San Juan Southern Paiute Tribe and its members.
- (8) Each of the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe have executed the tribal resolution referenced in subsection 18(a)(2), 18(b)(2), and 18(c)(2) of this Act consenting to the limited waiver of sovereign immunity from suit in the circumstances described in Section 18.

(b) FAILURE TO SATISFY CONDITIONS.

- (1) IN GENERAL. Except as provided in subsection (2), if the Secretary fails to publish in the Federal Register a statement

of findings under subsection (a) by June 30, 2035, or such alternative later date as may be agreed to by the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the Secretary, and the State:

- (A) this Act is repealed with the exception described in paragraph (2) below;
 - (B) Any action taken by the Secretary and any contract or agreement entered into pursuant to this Act shall be void;
 - (C) The United States shall be entitled to Offset any Federal amounts made available under section 13(a)(2)(B) that were used under that section against any claims asserted by the Tribes against the United States; and
 - (D) Any amounts appropriated under section 13, together with any investment earnings on those amounts, less any amounts expended under sections 9, 10, 11, and 12, shall revert immediately to the general fund of the Treasury.
- (2) CONTINUED EXISTENCE OF THE SAN JUAN SOUTHERN PAIUTE RESERVATION. Section 19 becomes effective upon the enactment date. Notwithstanding subsection (1), if the Secretary fails to publish in the Federal Register a statement of findings under subsection (1) by June 30, 2035, or such alternative later

date as may be agreed to by the Tribes, the Secretary and the State, section 19 shall remain in effect.

SEC. 17. COLORADO RIVER ACCOUNTING.

(a) ACCOUNTING FOR THE TYPE OF WATER DELIVERED₂

- (1) All deliveries of Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water effected by the diversion of Water from the San Juan River or from the Colorado River above Lee Ferry shall be accounted for as deliveries of Arizona Lower Basin Colorado River Water.
- (2) All deliveries of Hopi Tribe Cibola Water effected by the diversion of Water from the Colorado River above Lee Ferry shall be accounted for as deliveries of Arizona Lower Basin Colorado River Water.
- (3) All deliveries of Navajo Nation Upper Basin Colorado River Water effected by diversion of water from the Upper Basin in Arizona, New Mexico, or Utah shall be accounted for as deliveries of Arizona Upper Basin Colorado River Water.
- (4) All deliveries of Hopi Tribe Upper Basin Colorado River Water effected by diversion of water from the Upper Basin in Arizona, shall be accounted for as deliveries of Arizona Upper Basin Colorado River Water.
- (5) All deliveries of Upper Basin Colorado River Water leased by either the Navajo Nation or the Hopi Tribe whether effected by a diversion of water from the Upper Basin or the

Lower Basin shall be accounted for as deliveries of Arizona Upper Basin Colorado River Water.

(6) All deliveries of Colorado River Water in the Lower Basin leased by either the Navajo Nation or the Hopi Tribe whether effected by a diversion of water from the Upper Basin or the Lower Basin shall be accounted for as deliveries of Arizona Lower Basin Colorado River Water.

(b) SPECIAL ACCOUNTING RULES FOR LOWER BASIN COLORADO RIVER WATER AS LOWER BASIN USE IN ARIZONA, REGARDLESS OF POINT OF DIVERSION OR PLACE OF USE.

Notwithstanding section 10603(c)(2)(A) of the Northwestern New Mexico Rural Water Projects Act, title X.B of the Omnibus Public Land Management Act of 2009, Public Law 111-11, all Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, and Hopi Tribe Cibola Water delivered to and consumptively used by the Navajo Nation, the Hopi Tribe, or their lessees pursuant to the settlement agreement shall be:

- (1) accounted for as if such use had occurred in the Lower Basin, regardless of the point of diversion or place of use;
- (2) credited as Water reaching Lee Ferry pursuant to articles III(c) and III(d) of the Colorado River Compact;
- (3) charged against the consumptive use apportionment made to the Lower Basin by article III(a) of the Colorado River Compact; and

- (4) accounted for as part of and charged against the 2.8 million acre-feet of Colorado River Water apportioned to Arizona in article II(B)(1) of the decree.
- (c) LIMITATION. Notwithstanding subsections (a) and (b), no water diverted by the Navajo-Gallup Water Supply Project shall be accounted for as provided in subsections (a) and (b) until such time as the Secretary has developed and, as necessary and appropriate, modified, in consultation with the State, the Upper Basin Colorado River Commission and the Governors' representatives on Colorado River Operations from each state signatory to the Colorado River Compact, all operational and decisional criteria, policies, contracts, guidelines, or other documents that control the operations of the Colorado River system reservoirs and diversion works, so as to adjust, account for, and offset the diversion of Water apportioned to the State, pursuant to the Boulder Canyon Project Act of 1928 (43 U.S.C. § 617 *et seq.*), from a point of diversion on the San Juan River in New Mexico; provided that all such modifications shall be consistent with the provisions of section 10603(c) of the Northwestern New Mexico Rural Water Projects Act, as modified by this Act, and the modifications made pursuant to this clause shall be applicable only for the duration of any such diversions pursuant to section 10603(c)(2)(B) of the Northwestern New Mexico Rural Water Projects Act and this Act.

SEC. 18. LIMITED WAIVER OF SOVEREIGN IMMUNITY.

(a) LIMITED WAIVER BY THE NAVAJO NATION AND THE UNITED STATES ACTING AS TRUSTEE FOR THE NAVAJO NATION AND NAVAJO ALLOTTEES.

(1) The Navajo Nation, and the United States acting as trustee for the Navajo Nation and Navajo Allottees, may be joined in any action brought in any circumstance described in subsection 18(a)(3), and any claim by the Navajo Nation and the United States to sovereign immunity from any such action is waived.

(2) By Resolution -----dated ----, the Navajo Nation Council has affirmatively consented to the limited waiver of sovereign immunity from suit in any circumstance described in Subsection 18(a)(3), notwithstanding any provision of the Navajo Nation Code or any other Navajo Nation law.

(3) A circumstance referred to in Subsection (a)(1) and (a)(2) is described as any of the following:

(A) Any party to the settlement agreement:

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of

(I) this Act; or

(II) the settlement agreement; and

- (ii) names the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, as a party in that action; and
 - (iii) shall not include any request for award against the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, for money damages, court costs, or attorney fees.
- (B) Any landowner or water user in the LCR Watershed or the Gila River Watershed:
 - (i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of:
 - (I) Paragraph 13 of the settlement agreement;
 - (II) The LCR Decree or the Gila River Adjudication Decree;
 - (III) section 14 of this Act; and/or
 - (ii) names the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, as a party in that action; and
 - (iii) shall not include any request for award against the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo

Allottees, for money damages, court costs or attorney fees.

(b) LIMITED WAIVER BY THE HOPI TRIBE AND THE UNITED STATES ACTING AS TRUSTEE FOR THE HOPI TRIBE AND HOPI ALLOTEES.

(1) The Hopi Tribe, and the United States acting as trustee for the Hopi Tribe and Hopi Allottees, may be joined in any action brought in any circumstance described in subsection 18(b)(3), and any claim by the Hopi Tribe and the United States to sovereign immunity from any such action is waived.

(2) By Resolution -----dated ----, the Hopi Tribal Council has affirmatively consented to the limited waiver of sovereign immunity from suit in any circumstance described in subsection 18(b)(3) notwithstanding any provision of the Hopi Tribal Code or any other Hopi Tribe law.

(3) A circumstance referred to in subsections (b)(1) and (b)(2) is described as any of the following:

(A) Any party to the settlement agreement

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of:

(I) this Act; or

(II) the settlement agreement; and

- (ii) names the Hopi Tribe or the United States, acting as trustee for the Hopi Tribe or Hopi Allottees, as a party in that action; and
 - (iii) shall not include any request for award against the Hopi Tribe, or the United States acting as trustee for the Hopi Tribe or Hopi Allottees, for money damages, court costs, or attorney fees.
- (B) Any landowner or water user in the LCR Watershed:
 - (i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of:
 - (I) Paragraph 13 of the settlement agreement;
 - (II) The LCR Decree; or
 - (III) Section 14 of this Act; and
 - (ii) names the Hopi Tribe, or the United States acting as trustee for the Hopi Tribe or Hopi Allottees, as a party in that action; and
 - (iii) shall not include any request for award against the Hopi Tribe, or the United States acting as trustee for the Hopi Tribe or Hopi Allottees, for money damages, court costs, or attorney fees.

(c) LIMITED WAIVER BY THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE UNITED STATES ACTING AS TRUSTEE FOR THE SAN JUAN SOUTHERN PAIUTE TRIBE.

(1) The San Juan Southern Paiute Tribe and the United States acting as trustee for the San Juan Southern Paiute Tribe may be joined in any action brought in any circumstance described in subsection 18(c)(3), and any claim by the San Juan Southern Paiute Tribe and the United States to sovereign immunity from any such action is waived.

(2) By Resolution -----dated ----, the San Juan Southern Paiute Tribal Council has affirmatively consented to the limited waiver of sovereign immunity from suit in any circumstance described in subsection 18(c)(3), notwithstanding any provision of the San Juan Southern Paiute Tribal Code or any other San Juan Southern Paiute Tribe law.

(3) A circumstance referred to in Subsections 18(c)(1) and 18(c)(2) is described as any of the following:

(A) Any party to the settlement agreement:

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of:

(I) this Act; or

(II) the settlement agreement; and

(ii) names the San Juan Southern Paiute Tribe or the United States acting as trustee for the San

Juan Southern Paiute Tribe as a party in that action; and

- (iii) shall not include any request for award against the San Juan Southern Paiute Tribe, or the United States acting as trustee for the San Juan Southern Paiute Tribe, for money damages, court costs, or attorney fees.

(B) Any landowner or water user in the LCR Watershed:

- (i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of:

- (I) Paragraph 13 of the settlement agreement;

- (II) The LCR Decree; or

- (III) section 14 of this Act; and

- (ii) names the San Juan Southern Paiute Tribe or the United States acting as trustee for the San Juan Southern Paiute Tribe as a party in that action; and

- (iii) shall not include any request for award against the San Juan Southern Paiute Tribe, or the United States acting as trustee for the San Juan Southern Paiute Tribe, for money damages, court costs, or attorney fees.

SEC. 19. RATIFICATION OF THE TREATY AND CREATION OF THE SAN JUAN SOUTHERN PAIUTE RESERVATION.

(a) RATIFICATION AND APPROVAL OF THE TREATY.

The Treaty and the Treaty Addendum are hereby approved, ratified, and confirmed by the Congress of the United States.

(b) APPROVAL OF THE SECRETARY.

(1) The Secretary is authorized and directed:

(A) to approve and execute the Treaty and the Treaty Addendum as set forth therein, except that the specific findings stated under the heading “APPROVAL,” shall not be binding on the Secretary; and

(B) to take all steps necessary to implement the Treaty and this Act.

(2) The Secretary is delegated the authority, without further Act of Congress, to approve and execute amendments to the Treaty agreed to by the Navajo Nation and the San Juan Southern Paiute Tribe.

(c) LANDS PROCLAIMED A RESERVATION FOR THE SAN JUAN SOUTHERN PAIUTE TRIBE.

(1) IN GENERAL. All right, title and interest, including Water Rights, to the approximately 5,400 acres of land within the Navajo Indian Reservation that are described in the Treaty as the San Juan Paiute Northern Area and the San Juan Paiute Southern Paiute Area, are hereby proclaimed as the San Juan Southern Paiute Reservation and such lands shall

be held by the United States in trust as a reservation for the exclusive benefit of the San Juan Southern Paiute Tribe, subject to the rights of access under subsection (d) of this Act.

- (2) NO APPRAISAL OR VALUATION. Notwithstanding any other law, no appraisal or other valuation shall be required to carry out the provisions of this subsection.
- (d) RIGHTS OF ACCESS AND EASEMENTS. The Navajo Reservation and the San Juan Southern Paiute Reservation shall be subject to the rights of access and easements as identified in the Treaty.
- (e) SURVEYING AND FENCING OF LAND.
 - (1) REQUIREMENT. The Secretary is directed to:
 - (A) complete a survey and legal description of the boundary lines to establish the boundaries of the San Juan Southern Paiute Reservation, as soon as practicable after the date of enactment of this Act;
 - (B) officially file the survey plat in the appropriate office of the Department of the Interior;
 - (C) mark and fence the lands as described in article V of the Treaty, where feasible; and
 - (D) study the feasibility of an access road to the San Juan Paiute Southern Area from U.S. Route 89, as described in article XI of the Treaty.

(2) LEGAL DESCRIPTION.

(A) IN GENERAL. The legal descriptions published in accordance with subsection (e)(2) shall be considered the official legal description of the San Juan Southern Paiute Reservation and shall have the same force and effect as if included in this Act.

(B) PUBLICATION. Upon completion of the surveys under subsection (e)(1), the Secretary shall publish in the Federal Register a legal description of the lands comprising the San Juan Southern Paiute Reservation.

(C) CORRECTIONS. The Secretary may make minor correction to correct technical and clerical errors in the legal descriptions.

(f) REPEAL OF PAIUTE ALLOTMENT PROCEDURES. Section 9 of Public Law 93-531 (88 Stat. 1716, formerly codified at 25 U.S.C. 640d-8) is repealed.

(g) PUBLICATION; JURISDICTION.

(1) PUBLICATION. In accordance with article VI of the Treaty, the Secretary shall publish in the Federal Register separate notices of completion or boundary marking of:

(A) the San Juan Paiute Northern Area; and

(B) the San Juan Paiute Southern Area.

- (2) JURISDICTION. Upon publication in the Federal Register under either subsection (g)(1)(A) or (g)(1)(B):
 - (A) the San Juan Southern Paiute Tribe shall have full jurisdiction over all matters within that area of the San Juan Southern Paiute Reservation to the fullest extent permitted by Federal law; and
 - (B) the Navajo Nation shall no longer have jurisdiction over matters occurring within that area of the San Juan Southern Paiute Reservation except as agreed to by the Navajo Nation and the San Juan Southern Paiute Tribe.

SEC. 20. IN GENERAL.

- (a) NO QUANTIFICATION OR EFFECT ON RIGHTS OF OTHER TRIBES OR THE UNITED STATES ON THEIR BEHALF.

Except as provided in paragraph 8.3 of the settlement agreement nothing in this Act:

- (1) quantifies or otherwise affects the Water Rights, or claims or entitlements to water or to Upper Basin Colorado River Water or Lower Basin Colorado River Water, of any Indian tribe, band, or community, other than the Navajo Nation, the Hopi Tribe, or the San Juan Southern Paiute Tribe; or
- (2) affects the ability of the United States to take action on behalf of any Indian tribe, nation, band, community, or allottee, other than the Navajo Nation, the Hopi Tribe and the San Juan Southern Paiute Tribe, their members, Navajo allottees, Hopi allottees, and public domain allottees.

(b) NO QUANTIFICATION OF WATER RIGHTS OF PUBLIC DOMAIN ALLOTTEES.

Nothing in this Act quantifies or adjudicates any Water Right or any claim or entitlement to Water of a public domain allottee, or precludes the United States, acting as trustee for public domain allottees, from making claims for Water Rights in Arizona that are consistent with the claims described in Exhibit 3.1.132B to the settlement agreement. Except as provided in Subparagraphs 8.2.3, 8.4.7, and 15.2.3.4 of the settlement agreement, nothing in this Act affects the ability of the United States to take action on behalf of public domain allottees.

(c) ANTIDEFICIENCY. Notwithstanding any authorization of appropriations to carry out this Act, the United States shall not be liable for any failure of the United States to carry out any obligation or activity authorized by this Act, including all agreements or exhibits ratified or confirmed by this Act if adequate appropriations are not provided expressly by Congress to carry out the purposes of this Act.

(d) NO MODIFICATION OR PREEMPTION OF OTHER LAWS. Unless expressly provided in this Act, nothing in this Act modifies, conflicts with, preempts, or otherwise affects:

- (1) the Boulder Canyon Project Act of 1928 (43 U.S.C. § 617 *et seq.*);
- (2) the Boulder Canyon Project Adjustment Act (54 Stat. 774, chapter 643);

- (3) the Act of April 11, 1956 (commonly known as the “Colorado River Storage Project Act”) (43 U.S.C. § 620, *et seq.*);
 - (4) the Act of September 30, 1968 (commonly known as the “Colorado River Basin Project Act”) (82 Stat. 885);
 - (5) the Treaty between the United States of America and Mexico respecting Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande, signed at Washington February 3, 1944 (59 Stat. 1219);
 - (6) the Colorado River Compact of 1922;
 - (7) the Upper Colorado River Basin Compact of 1948;
 - (8) the Omnibus Public Land Management Act of 2009, Public Law 111-11; or
 - (9) case law concerning Water Rights in the Colorado River system other than any case to enforce the settlement agreement or this Act.
- (e) NO PRECEDENT. Nothing in this Act shall be construed as establishing a precedent for any type of transfer of Colorado River system water between the Upper Basin and the Lower Basin.
- (f) UNIQUE SITUATION. Diversions through the iiná bá - paa tuwaqat’si pipeline and the Navajo-Gallup Water Supply Project facilities consistent with this Act address critical tribal and non-Indian Water supply needs under unique circumstances, which include, among other things:

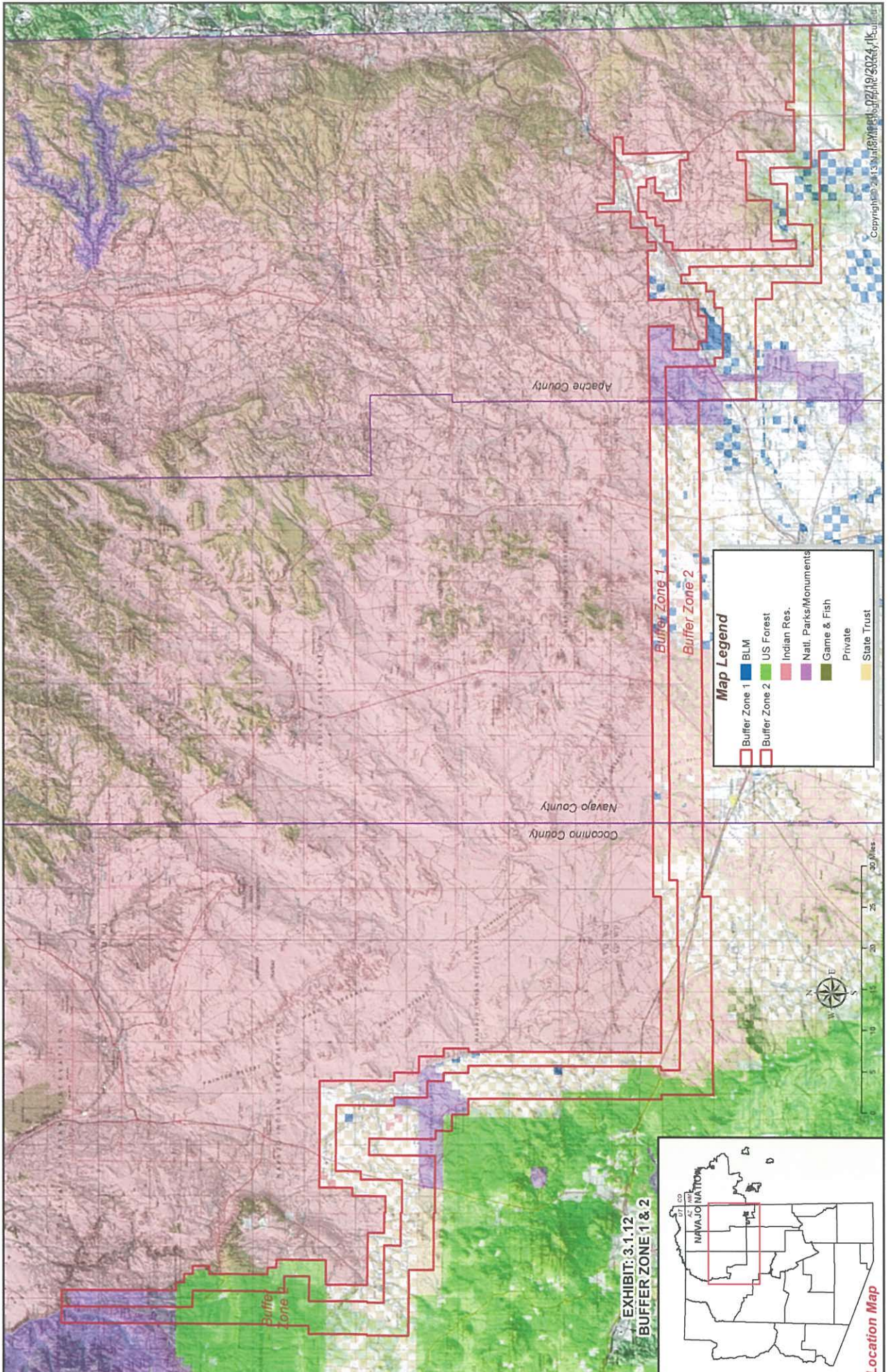
- (1) the intent to benefit a number of American Indian tribes;
 - (2) the Navajo Nation's location in both the Upper Basin and the Lower Basin;
 - (3) the intent to address critical Indian and non-Indian water needs in the State of Arizona;
 - (4) the lack of other reasonable alternatives available for developing a firm, sustainable supply of municipal water for the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe in the State of Arizona; and
 - (5) the limited volume of water to be diverted by the iiná bá - paa tuwaqat'si pipeline and Navajo-Gallup Water Supply Project to supply municipal uses in the State of Arizona.
- (g) EFFICIENT USE. The diversions and uses authorized for the iiná bá - paa tuwaqat'si pipeline under this Act represent unique and efficient uses of Colorado River apportionments in a manner that Congress has determined would be consistent with the obligations of the United States to the Navajo Nation and the Hopi Tribe.
- (h) NO EFFECT ON ENFORCEMENT OF ENVIRONMENTAL LAWS. Nothing in this Act precludes the United States from enforcing the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* (including, but not limited to, claims for damages to natural resources), the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, the Resource

May 9, 2024

Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, or the regulations implementing said acts.

EXHIBIT 3.1.12

ATTACHED



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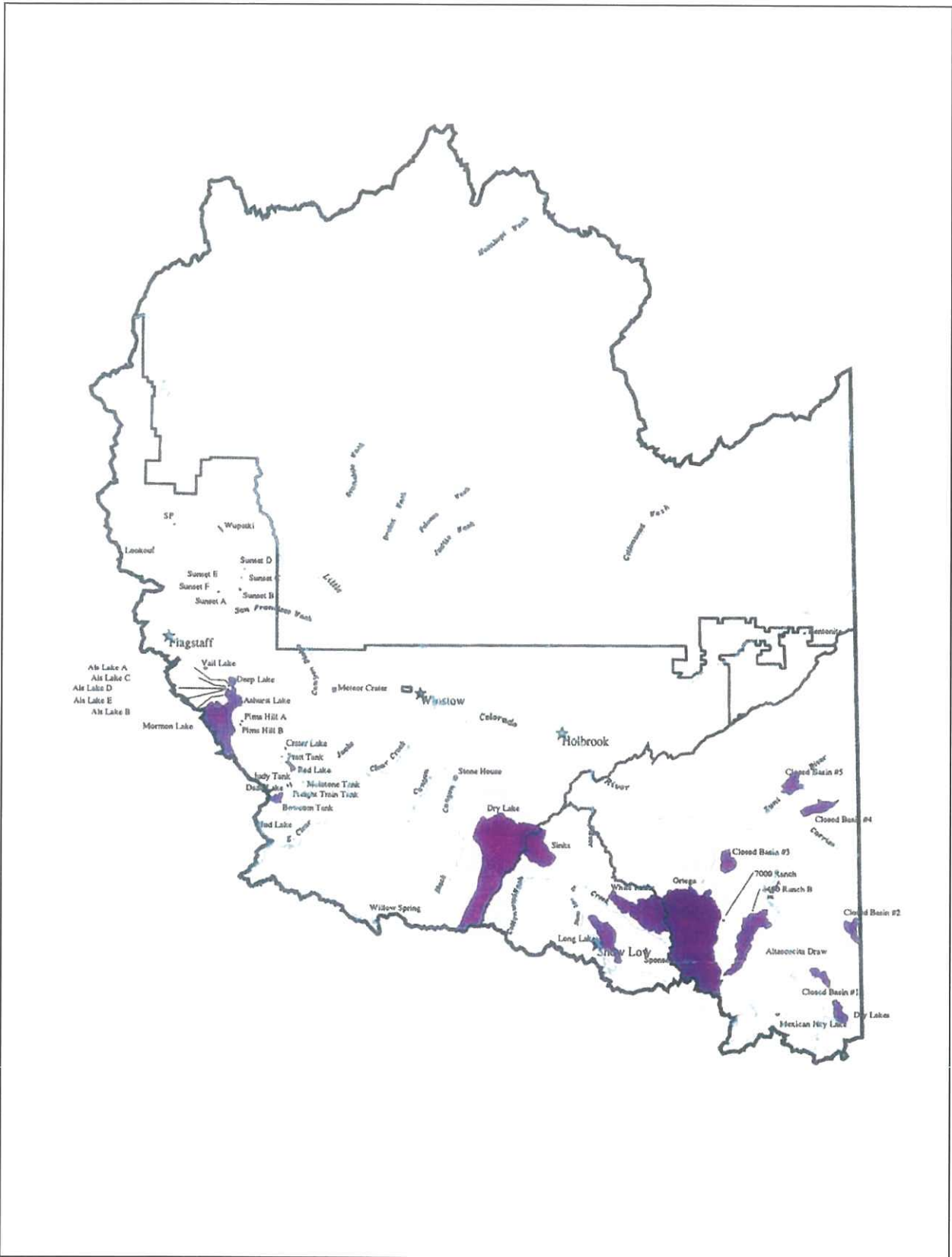
EXHIBIT 3.1.12
BUFFER ZONE 1 & 2




Location Map

EXHIBIT 3.1.21A

ATTACHED



Legend

 Closed Drainage Basins in the LCR Adjudication Area

Source: ADWR, 1994

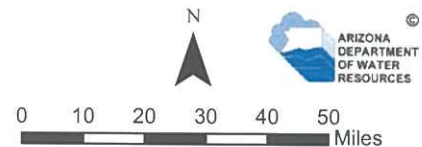


Exhibit 3.1.21a
Off Reservation
Closed Basin Map

EXHIBIT 3.1.21B

ATTACHED

Public Law 93-531

December 22, 1974
[H. R. 10337]

AN ACT

To provide for final settlement of the conflicting rights and interests of the Hopi and Navajo Tribes to and in lands lying within the joint use area of the reservation established by the Executive order of December 16, 1882, and lands lying within the reservation created by the Act of June 14, 1934, and for other purposes.

Indians,
Hopi and
Navajo Tribes,
Mediator,
25 USC 640d.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That, (a) within thirty days after enactment of this Act, the Director of the Federal Mediation and Conciliation Service shall appoint a Mediator (hereinafter referred to as the "Mediator") who shall assist in the negotiations for the settlement and partition of the relative rights and interests, as determined by the decision in the case of *Healing v. Jones* (210 F. Supp. 125, D. Ariz., 1962, aff'd 363 U.S. 758, 1963) (hereinafter referred to as the "Healing case"), of the Hopi and Navajo Tribes (hereinafter referred to as the "tribes") to and in lands within the reservation established by the Executive order of December 16, 1882, except land management district no. 6 (such lands hereinafter referred to as the "joint use area"). The Mediator shall not have any interest, direct or indirect, in the settlement of the interests and rights set out in this subsection. The duties of the Mediator shall cease upon the entering of a full agreement into the records of the supplemental proceedings pursuant to section 3 or the submission of a report to the District Court after a default in negotiations or a partial agreement pursuant to section 4.

(b) The proceedings in which the Mediator shall be acting under the provisions of this Act shall be the supplemental proceedings in the Healing case now pending in the United States District Court for the District of Arizona (hereinafter referred to as "the District Court").

(c) (1) The Mediator is authorized to request from any department, agency, or independent instrumentality of the Federal Government any information, personnel, service, or materials he deems necessary to carry out his responsibilities under the provisions of this Act. Each such department, agency, or instrumentality is authorized to cooperate with the Mediator and to comply with such requests to the extent permitted by law, on a reimbursable or nonreimbursable basis.

Interagency
committee.
Establishment.

(2) To facilitate the expeditious and orderly compilation and development of factual information relevant to the negotiating process, the President shall, within fifteen days of enactment of this Act, establish an interagency committee chaired by the Secretary of the Interior (hereinafter referred to as the "Secretary") to develop relevant information and to respond to the requests of the Mediator.

(d) The Secretary shall appoint a full-time representative as his liaison with the Mediator to facilitate the provision of information and assistance requested by the Mediator from the Department of the Interior.

(e) The Mediator may retain the services of such staff assistants and consultants as he shall deem necessary, subject to the approval of the Director of the Federal Mediation and Conciliation Service.

Negotiating
team.
25 USC 640d-1.

Sec. 2. (a) Within thirty days after enactment of this Act, the Secretary shall communicate in writing with the tribal councils of the tribes directing the appointment of a negotiating team representing each tribe. Each negotiating team shall be composed of not more than five members to be certified by appropriate resolution of the respective tribal council. Each tribal council shall promptly fill any vacancies which may occur on its negotiating team. Notwithstanding any other

provision of law, each negotiating team, when appointed and certified, shall have full authority to bind its tribe with respect to any other matter concerning the joint use area within the scope of this Act.

(b) In the event either or both of the tribal councils fail to select and certify a negotiating team within thirty days after the Secretary communicates with the tribal council under subsection (a) of this section or to select and certify a replacement member within thirty days of the occurrence of a vacancy, the provisions of subsection (a) of section 4 shall become effective.

(c) Within fifteen days after formal certification of both negotiating teams to the Mediator, the Mediator shall schedule the first negotiating session at such time and place as he deems appropriate. The negotiating sessions, which shall be chaired by the Mediator, shall be held at such times and places as the Mediator deems appropriate. At such sessions, the Mediator may, if he deems it appropriate, put forward his own suggestions for procedure, the agenda, and the resolution of the issues in controversy.

Negotiating session.

(d) In the event either negotiating team fails to attend two consecutive sessions or, in the opinion of the Mediator, either negotiating team fails to bargain in good faith or an impasse is reached, the provisions of subsection (a) of section 4 shall become effective.

(e) In the event of a disagreement within a negotiating team the majority of the members of the team shall prevail and act on behalf of the team unless the resolution of the tribal council certifying the team specifically provides otherwise.

SEC. 3. (a) If, within one hundred and eighty days after the first session scheduled by the Mediator under subsection (c) of section 2, full agreement is reached, such agreement shall be put in such form as the Mediator determines best expresses the intent of the tribes and shall then be submitted to the Secretary and the Attorney General of the United States for their comments as they relate to the interest of the United States in the proceedings. These comments are to be submitted to the Mediator and the negotiating teams within thirty days. The negotiating teams and the Mediator shall then consider the comments and, if agreement can still be reached on terms acceptable to the negotiating teams and the Mediator within sixty days of receipt by him of the comments, the agreement shall be put in final written form and shall be signed by the members of the negotiating teams and the Mediator. The Mediator shall then cause the agreement to be entered into the records of the supplemental proceedings in the Healing case. The provisions of the agreement shall be reviewed by the District Court, modified where necessary, and put into effect immediately thereafter.

Full agreement,
25 USC 640d-2.

(b) If, within the one hundred and eighty day period referred to in subsection (a) of this section, a partial agreement has been reached between the tribes and they wish such partial agreement to go into effect, they shall follow the procedure set forth in said subsection (a). The partial agreement shall then be considered by the Mediator in preparing his report, and the District Court in making a final adjudication, pursuant to section 4.

Partial agreement.

(c) For the purpose of this section, the negotiating teams may make any provision in the agreement or partial agreement not inconsistent with existing law. No such agreement or any provision in it shall result in a taking by the United States of private property compensable under the Fifth Amendment of the Constitution of the United States.

USC prec. title
1,
25 USC 640d-3.

SEC. 4. (a) If the negotiating teams fail to reach full agreement within the time period allowed in subsection (a) of section 3 or if one or both of the tribes are in default under the provisions of subsections (b) or (d) of section 2, the Mediator, within ninety days thereafter, shall prepare and submit to the District Court a report containing his

Report to District Court.

District Court,
review and rec-
ommendations.

recommendations for the settlement of the interests and rights set out in subsection (a) of section 1 which shall be most reasonable and equitable in light of the law and circumstances and consistent with the provisions of this Act. Following the District Court's review of the report and recommendations (which are not binding thereon) and any further proceedings which the District Court may schedule, the District Court is authorized to make a final adjudication, including partition of the joint use area, and enter the judgments in the supplemental proceedings in the Healing case.

Hearing.

(b) Any proceedings as authorized in subsection (a) hereof shall be assigned for hearing at the earliest possible date, shall take precedence over all other matters pending on the docket of the District Court at that time, and shall be expedited in every way by the Court.

Settlement
guidelines.
25 USC 640d-4.

SEC. 5. (a) For the purpose of facilitating an agreement pursuant to section 3 or preparing a report pursuant to section 4, the Mediator is authorized—

(1) notwithstanding the provisions of section 2 of the Act of May 25, 1918 (40 Stat. 570), to recommend that, subject to the consent of the Secretary, there be purchased or otherwise acquired additional lands for the benefit of either tribe from the funds of either tribe or funds under any other authority of law;

Restoration
of lands.

(2) to recommend that, subject to the consent of the Secretary, there be undertaken a program of restoration of lands lying within the joint use area, employing for such purpose funds authorized by this Act, funds of either tribe, or funds under any other authority of law;

(3) to recommend that, subject to the consent of the Secretary, there be undertaken a program for relocation of members of one tribe from lands which may be partitioned to the other tribe in the joint use area;

(4) to recommend, in exceptional cases where necessary to prevent personal hardship, a limited tenure for residential use, not exceeding a life estate, and a phased relocation of members of one tribe from lands which may be partitioned to the other tribe in the joint use area; and

(5) to make any other recommendations as are in conformity with this Act and the Healing case to facilitate a settlement.

(b) The authorizations contained in subsection (a) of this section shall be discretionary and shall not be construed to represent any directive of the Congress.

Report.
25 USC 640d-5.

SEC. 6. The Mediator in preparing his report, and the District Court in making the final adjudication, pursuant to section 4, shall consider and be guided by the decision of the Healing case, under which the tribes have joint, undivided, and equal interests in and to all of the joint use area; by any partial agreement reached by the parties under subsection (b) of section 3; by the last best offer for a complete settlement as a part of the negotiating process by each of the tribes; and by the following:

(a) The rights and interests, as defined in the Healing case, of the Hopi Tribe in and to that portion of the reservation established by the Executive order of December 16, 1882, which is known as land management district no. 6 (hereinafter referred to as the "Hopi Reservation") shall not be reduced or limited in any manner.

(b) The boundary lines resulting from any partitioning of lands in the joint use area shall be established so as to include the higher density population areas of each tribe within the portion of the lands partitioned to such tribe to minimize and avoid undue social, economic, and cultural disruption insofar as practicable.

(c) In any division of the surface rights to the joint use area, reasonable provision shall be made for the use of, and right of access to identified religious shrines for the members of each tribe on the reservation of the other tribe where such use and access are for religious purposes.

(d) In any partition of the surface rights to the joint use area, the lands shall, insofar as is practicable, be equal in acreage and quality: *Provided*, That if such partition results in a lesser amount of acreage, or value, or both to one tribe such differential shall be fully and finally compensable to such tribe by the other tribe. The value of the land for the purposes of this subsection shall be based on not less than its value with improvements and its grazing capacity fully restored: *Provided further*, That, in the determination of compensation for any such differential, the Federal Government shall pay any difference between the value of the particular land involved in its existing state and the value of such land in a fully restored state which results from damage to the land which the District Court finds attributable to a failure of the Federal Government to provide protection where such protection is or was required by law or by the demands of the trust relationship.

(e) Any lands partitioned to each tribe in the joint use area shall, where feasible and consistent with the other provisions of this section, be contiguous to the reservation of each such tribe.

(f) Any boundary line between lands partitioned to the two tribes in the joint use area shall, insofar as is practicable, follow terrain which will facilitate fencing or avoid the need for fencing.

(g) Any claim the Hopi Tribe may have against the Navajo Tribe for an accounting of all sums collected by the Navajo Tribe since September 17, 1957, as trader license fees or commissions, lease rental or proceeds, or other similar charges for doing business or for damages in the use of lands within the joint use area, shall be for a one-half share in such sums.

(h) Any claim the Hopi Tribe may have against the Navajo Tribe for the determination and recovery of the fair value of the grazing and agricultural use of the lands within the joint use area by the Navajo Tribe and its individual members, since September 28, 1962, shall be for one-half of such value.

SEC. 7. Partition of the surface of the lands of the joint use area shall not affect the joint ownership status of the coal, oil, gas, and all other minerals within or underlying such lands. All such coal, oil, gas, and other minerals within or underlying such lands shall be managed jointly by the two tribes, subject to supervision and approval by the Secretary as otherwise required by law, and the proceeds therefrom shall be divided between the tribes, share and share alike.

Joint ownership
of minerals.
25 USC 640d-6.

SEC. 8. (a) Either tribe, acting through the chairman of its tribal council for and on behalf of the tribe, is each hereby authorized to commence or defend in the District Court an action against the other tribe and any other tribe of Indians claiming any interest in or to the area described in the Act of June 14, 1934, except the reservation established by the Executive Order of December 16, 1882, for the purpose of determining the rights and interests of the tribes in and to such lands and quieting title thereto in the tribes.

25 USC 640d-7.

(b) Lands, if any, in which the Navajo Tribe or Navajo individuals are determined by the District Court to have the exclusive interest shall continue to be a part of the Navajo Reservation. Lands, if any, in which the Hopi Tribe, including any Hopi village or clan thereof, or Hopi individuals are determined by the District Court to have the exclusive interest shall thereafter be a reservation for the Hopi Tribe. Any lands in which the Navajo and Hopi Tribes or Navajo or Hopi individuals are determined to have a joint or undivided interest

shall be partitioned by the District Court on the basis of fairness and equity and the area so partitioned shall be retained in the Navajo Reservation or added to the Hopi Reservation, respectively.

(c) The Navajo and Hopi Tribes are hereby authorized to exchange lands which are part of their respective reservations.

(d) Nothing in this section shall be deemed to be a Congressional determination of the merits of the conflicting claims to the lands that are subject to adjudication pursuant to this section, or to affect the liability of the United States, if any, under litigation now pending before the Indian Claims Commission.

(e) The Secretary of the Interior is authorized to pay any or all appropriate legal fees, court costs, and other related expenses arising out of, or in connection with, the commencing of, or defending against, any action brought by the Navajo or Hopi Tribe under this section.

Paiute Indians,
allotment.
25 USC 640d-8.

SEC. 9. Notwithstanding any other provision of this Act, the Secretary is authorized to allot in severalty to individual Paiute Indians, not now members of the Navajo Tribe, who are located within the area described in the Act of June 14, 1934 (48 Stat. 960), and who were located within such area, or are direct descendants of Paiute Indians who were located within such area, on the date of such Act, land in quantities as specified in section 1 of the Act of February 8, 1887 (24 Stat. 388), as amended (25 U.S.C. 331), and patents shall be issued to them for such lands having the legal effect and declaring that the United States holds such land in trust for the sole use and benefit of each allottee and, following his death, of his heirs according to the laws of the State of Arizona.

25 USC 640d-9.

SEC. 10. (a) Subject to the provisions of section 9 and subsection (a) of section 17, any lands partitioned to the Navajo Tribe pursuant to section 3 or 4 and the lands described in the Act of June 14, 1934 (48 Stat. 960), except the lands as described in section 8, shall be held in trust by the United States exclusively for the Navajo Tribe and as a part of the Navajo Reservation.

(b) Subject to the provisions of section 9 and subsection (a) of section 17, any lands partitioned to the Hopi Tribe pursuant to section 3 or 4 and the lands as described in section 8 shall be held in trust by the United States exclusively for the Hopi Tribe and as a part of the Hopi Reservation.

25 USC 640d-10.

SEC. 11. (a) The Secretary is authorized and directed to transfer not to exceed 250,000 acres of lands under the jurisdiction of the Bureau of Land Management within the States of Arizona or New Mexico to the Navajo Tribe: *Provided*, That the Navajo Tribe shall pay to the United States the fair market value for such lands as may be determined by the Secretary. Such lands shall, if possible, be contiguous or adjacent to the existing Navajo Reservation. Title to such lands which are contiguous or adjacent to the Navajo Reservation shall be taken by the United States in trust for the benefit of the Navajo Tribe.

(b) Any private lands the Navajo Tribe acquires which are contiguous or adjacent to the Navajo Reservation may be taken by the United States in trust for the benefit of the Navajo Tribe: *Provided*, That the land acquired pursuant to subsection (a) and this subsection shall not exceed a total of 250,000 acres.

Navajo and
Hopi Indian
Relocation Com-
mission.
Establishment.
25 USC 640d-11.

SEC. 12. (a) There is hereby established as an independent entity in the executive branch the Navajo and Hopi Indian Relocation Commission (hereinafter referred to as the "Commission").

(b) The Commission shall be composed of three members appointed by the Secretary within sixty days of enactment of this Act.

(c) The Commission shall elect a Chairman and Vice Chairman from among its members.

(d) Two members of the Commission shall constitute a quorum. Any vacancy in the Commission shall not affect its powers, but shall be filled in the same manner in which the original appointment was made.

(e) Each member of the Commission who is not otherwise employed by the United States Government shall receive an amount equal to the daily rate paid a GS-18 under the General Schedule contained in section 5332 of title 5, United States Code, for each day (including time in travel) or portion thereof during which such member is engaged in the actual performance of his duties as a member of the Commission. A member of the Commission who is an officer or employee of the United States shall serve without additional compensation. All members of the Commission shall be reimbursed for travel, subsistence, and other expenses incurred by them in the performance of their duties.

5 USC 5332
note.

(f) The first meeting of the Commission shall be called by the Secretary forthwith following the date on which a majority of the members of such Commission are appointed and qualified under this Act, but in no event later than sixty days following such date.

(g) Subject to such rules and regulations as may be adopted by the Commission, the Chairman shall have the power to—

Rules and
regulations.

(1) appoint and fix the compensation of an Executive Director, and such additional staff personnel as he deems necessary, without regard to the provisions of title 5, United States Code, governing appointments in the competitive service, and without regard to chapter 51 and subchapter III of chapter 53 of such title relating to classification and General Schedule pay rates, but at rates not in excess of the maximum rate for GS-18 of the General Schedule under section 5332 of such title; and

(2) procure temporary and intermittent services to the same extent as is authorized by section 3109 of title 5, United States Code, but at rates not to exceed \$150 a day for individuals.

(h) The Department of the Interior shall furnish, on a non-reimbursable basis, necessary administrative and housekeeping services for the Commission.

(i) The Commission shall cease to exist when the President determines that its functions have been fully discharged.

Sec. 13. (a) Within the twenty-four month period following the date of issuance of an order of the District Court pursuant to section 3 or 4, the Commission shall prepare and submit to the Congress a report concerning the relocation of households and members thereof of each tribe, and their personal property, including livestock, from lands partitioned to the other tribe pursuant to sections 8 and 3 or 4.

25 USC 640d-12.

Report to
Congress.

(b) Such report shall contain, among other matters, the following:

(1) the names of all members of the Navajo Tribe who reside within the areas partitioned to the Hopi Tribe and the names of all members of the Hopi Tribe who reside within the areas partitioned to the Navajo Tribe; and

(2) the fair market value of the habitations and improvements owned by the heads of households identified by the Commission as being among the persons named in clause (1) of this subsection.

(c) Such report shall include a detailed plan providing for the relocation of the households and their members identified pursuant to clause (1) of subsection (b) of this section. Such plan (hereinafter referred to as the "relocation plan") shall—

(1) be developed to the maximum extent feasible in consultation with the persons involved in such relocation and appropriate representatives of their tribal councils;

(2) take into account the adverse social, economic, cultural, and other impacts of relocation on persons involved in such relocation and be developed to avoid or minimize, to the extent possible, such impacts;

(3) identify the sites to which such households shall be relocated, including the distance involved;

(4) assure that housing and related community facilities and services, such as water, sewers, roads, schools, and health facilities, for such households shall be available at their relocation sites; and

(5) take effect thirty days after the date of submission to the Congress pursuant to subsection (a) of this section: *Provided, however,* That the Commission is authorized and directed to proceed with voluntary relocations as promptly as practicable following its first meeting.

Voluntary re-
locations,
25 USC 640d-13.

SEC. 14. (a) Consistent with section 8 and the order of the District Court issued pursuant to section 3 or 4, the Commission is authorized and directed to relocate pursuant to section 8 and such order all households and members thereof and their personal property, including livestock, from any lands partitioned to the tribe of which they are not members. The relocation shall take place in accordance with the relocation plan and shall be completed by the end of five years from the date on which the relocation plan takes effect. No further settlement of Navajo individuals on the lands partitioned to the Hopi Tribe pursuant to this Act or on the Hopi Reservation shall be permitted unless advance written approval of the Hopi Tribe is obtained. No further settlement of Hopi individuals on the lands partitioned to the Navajo Tribe pursuant to this Act or on the Navajo Reservation shall be permitted unless advance written approval of the Navajo Tribe is obtained. No individual shall hereafter be allowed to increase the number of livestock he grazes on any area partitioned pursuant to this Act to the tribe of which he is not a member, nor shall he retain any grazing rights in any such area subsequent to his relocation therefrom.

Assistance pay-
ments.

(b) In addition to the payments made pursuant to section 15, the Commission shall make payments to heads of households identified in the report prepared pursuant to section 13 upon the date of relocation of such households, as determined by the Commission, in accordance with the following schedule:

(1) the sum of \$5,000 to each head of a household who, prior to the expiration of one year after the effective date of the relocation plan, contracts with the Commission to relocate;

(2) the sum of \$4,000 to each head of a household who is not eligible for the payment provided for in clause (1) of this subsection but who, prior to the expiration of two years after the effective date of the relocation plan, contracts with the Commission to relocate;

(3) the sum of \$3,000 to each head of a household who is not eligible for the payments provided for in clause (1) or (2) of this subsection but who, prior to the expiration of three years after the effective date of the relocation plan, contracts with the Commission to relocate; and

(4) the sum of \$2,000 to each head of a household who is not eligible for the payments provided for in clause (1), (2), or (3) of this subsection but who, prior to the expiration of four years after the effective date of the relocation plan, contracts with the Commission to relocate.

(c) No payment shall be made pursuant to this section to or for any person who, after May 29, 1974, moved into an area partitioned pur-

suant to section 8 or section 3 or 4 to a tribe of which he is not a member.

SEC. 15. (a) The Commission shall purchase from the head of each household whose household is required to relocate under the terms of this Act the habitation and other improvements owned by him on the area from which he is required to move. The purchase price shall be the fair market value of such habitation and improvements as determined under clause (2) of subsection (b) of section 13.

Replacement
housing.
25 USC 640d-14.

Fair market
value.

(b) In addition to the payments made pursuant to subsection (a) of this section, the Commission shall:

(1) reimburse each head of a household whose household is required to relocate pursuant to this Act for the actual reasonable moving expenses of the household as if the household members were displaced persons under section 202 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894);

42 USC 4622.

(2) pay to each head of a household whose household is required to relocate pursuant to this Act an amount which, when added to the fair market value of the habitation and improvements purchased under subsection (a) of this section, equals the reasonable cost of a decent, safe, and sanitary replacement dwelling adequate to accommodate such household: *Provided*, That the additional payment authorized by this paragraph (2) shall not exceed \$17,000 for a household of three or less and not more than \$25,000 for a household of four or more, except that the Commission may, after consultation with the Secretary of Housing and Urban Development, annually increase or decrease such limitations to reflect changes in housing development and construction costs, other than costs of land, during the preceding year: *Provided further*, That the additional payment authorized by this subsection shall be made only to a head of a household required to relocate pursuant to this Act who purchases and occupies such replacement dwelling not later than the end of the two-year period beginning on the date on which he receives from the Commission final payment for the habitation and improvements purchased under subsection (a) of this section, or on the date on which such household moves from such habitation, whichever is the later date. The payments made pursuant to this paragraph (2) shall be used only for the purpose of obtaining decent, safe, and sanitary replacement dwellings adequate to accommodate the households relocated pursuant to this Act.

Additional pay-
ment.

(c) In implementing subsection (b) of this section, the Commission shall establish standards consistent with those established in the implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894). No payment shall be made pursuant to this section to or for any person who, later than one year prior to the date of enactment of this Act, moved into an area partitioned pursuant to section 8 or section 3 or 4 to a tribe of which he is not a member.

42 USC 4601
note.

(d) The Commission shall be responsible for the provision of housing for each household eligible for payments under this section in one of the following manners:

(1) Should any head of household apply for and become a participant or homebuyer in a mutual help housing or other homeownership opportunity project undertaken under the United States Housing Act of 1937 (50 Stat. 888), as amended (42 U.S.C. 1401), or in any other federally assisted housing program now or hereafter established, the amounts payable with respect to such household under paragraph (2) of subsection (b) of this section

and under subsection (a) of this section shall be paid to the local housing agency or sponsor involved as a voluntary equity payment and shall be credited against the outstanding indebtedness or purchase price of the household's home in the project in a manner which will accelerate to the maximum extent possible the achievement by that household of debt free homeownership.

(2) Should any head of household wish to purchase or have constructed a dwelling which the Commission determines is decent, safe, sanitary, and adequate to accommodate the household, the amounts payable with respect to such household under paragraph (2) of subsection (b) of this section and under subsection (a) of this section shall be paid to such head of household in connection with such purchase or construction in a manner which the Commission determines will assure the use of the funds for such purpose.

(3) Should any head of household not make timely arrangements for relocation housing, or should any head of household elect and enter into an agreement to have the Commission construct or acquire a home for the household, the Commission may use the amounts payable with respect to such household under paragraph (2) of subsection (b) of this section and under subsection (a) of this section for the construction or acquisition (including enlargement or rehabilitation if necessary) of a home and related facilities for such household: *Provided*, That, the Commission may combine the funds for any number of such households into one or more accounts from which the costs of such construction or acquisition may be paid on a project basis and the funds in such account or accounts shall remain available until expended: *Provided further*, That the title to each home constructed or acquired by the Commission pursuant to this paragraph shall be vested in the head of the household for which it was constructed or acquired upon occupancy by such household, but this shall not preclude such home being located on land held in trust by the United States.

(e) The Commission is authorized to dispose of dwellings and other improvements acquired or constructed pursuant to this Act in such manner, including resale of such dwellings and improvements to members of the tribe exercising jurisdiction over the area at prices no higher than the acquisition or construction costs, as best effects section 8 and the order of the District Court pursuant to section 3 or 4.

25 USC 640d-15.

SEC. 16. (a) The Navajo Tribe shall pay to the Hopi Tribe the fair rental value as determined by the Secretary for all use by Navajo individuals of any lands partitioned to the Hopi Tribe pursuant to sections 8 and 3 or 4 subsequent to the date of the partition thereof.

(b) The Hopi Tribe shall pay to the Navajo Tribe the fair rental value as determined by the Secretary for all use by Hopi individuals of any lands partitioned to the Navajo Tribe pursuant to sections 8 and 3 or 4 subsequent to the date of the partition thereof.

25 USC 640d-16.

SEC. 17. (a) Nothing in this Act shall affect the title, possession, and enjoyment of lands heretofore allotted to Hopi and Navajo individuals for which patents have been issued. Such Hopi individuals living on the Navajo Reservation shall be subject to the jurisdiction of the Navajo Tribe and such Navajo individuals living on the Hopi Reservation shall be subject to the jurisdiction of the Hopi Tribe.

(b) Nothing in this Act shall require the relocation from any area partitioned pursuant to this Act of the household of any Navajo or Hopi individual who is employed by the Federal Government within such area or to prevent such employees or their households from residing in such areas in the future: *Provided*, That any such Federal

employee who would, except for the provisions of this subsection, be relocated under the terms of this Act may elect to be so relocated.

SEC. 18. (a) Either tribe, acting through the chairman of its tribal council, for and on behalf of the tribe, including all villages, clans, and individual members thereof, is hereby authorized to commence or defend in the District Court an action or actions against the other tribe for the following purposes if such action or actions are not settled pursuant to section 3 or 4:

25 USC 640d-17.

(1) for an accounting of all sums collected by either tribe since the 17th day of September 1957 as trader license fees or commissions, lease proceeds, or other similar charges for the doing of business or the use of lands within the joint use area, and judgment for one-half of all sums so collected, and not paid to the other tribe, together with interest at the rate of 6 per centum per annum compounded annually;

(2) for the determination and recovery of the fair value of the grazing and agricultural use by either tribe and its individual members since the 28th day of September 1962 of the undivided one-half interest of the other tribe in the lands within the joint use area, together with interest at the rate of 6 per centum per annum compounded annually, notwithstanding the fact that the tribes are tenants in common of such lands; and

(3) for the adjudication of any claims that either tribe may have against the other for damages to the lands to which title was quieted as aforesaid by the United States District Court for the District of Arizona in such tribes, share and share alike, subject to the trust title of the United States, without interest, notwithstanding the fact that such tribes are tenants in common of such lands: *Provided*, That the United States may be joined as a party to such an action and, in such case, the provisions of sections 1346(a) (2) and 1505 of title 28, United States Code, shall not be applicable to such action.

(b) Neither laches nor the statute of limitations shall constitute a defense to any action authorized by this Act for existing claims if commenced within two years from the effective date of this Act or one hundred and eighty days from the date of issuance of an order of the District Court pursuant to section 3 or 4, whichever is later.

(c) Either tribe may institute such further original, ancillary, or supplementary actions against the other tribe as may be necessary or desirable to insure the quiet and peaceful enjoyment of the reservation lands of the tribes by the tribes and the members thereof, and to fully accomplish all objects and purposes of this Act. Such actions may be commenced in the District Court by either tribe against the other, acting through the chairman of its tribal council, for and on behalf of the tribe, including all villages, clans, and individual members thereof.

(d) Except as provided in clause (3) of subsection (a) of this section, the United States shall not be an indispensable party to any action or actions commenced pursuant to this section. Any judgment or judgments by the District Court in such action or actions shall not be regarded as a claim or claims against the United States.

(e) All applicable provisional and final remedies and special proceedings provided for by the Federal Rules of Civil Procedure and all other remedies and processes available for the enforcement and collection of judgments in the district courts of the United States may be used in the enforcement and collection of judgments obtained pursuant to the provisions of this Act.

SEC. 19. (a) Notwithstanding any provision of this Act, or any order of the District Court pursuant to section 3 or 4, the Secretary is authorized and directed to immediately commence reduction of the

25 USC 640d-18.

numbers of all the livestock now being grazed upon the lands within the joint use area and complete such reductions to carrying capacity of such lands, as determined by the usual range capacity standards as established by the Secretary after the date of enactment of this Act. The Secretary is directed to institute such conservation practices and methods within such area as are necessary to restore the grazing potential of such area to the maximum extent feasible.

(b) The Secretary, upon the date of issuance of an order of the District Court pursuant to sections 8 and 3 or 4, shall provide for the survey location of monuments, and fencing of boundaries of any lands partitioned pursuant to sections 8 and 3 or 4.

25 USC 640d-19.

SEC. 20. The members of the Hopi Tribe shall have perpetual use of Cliff Spring as shown on USGS 7½ minute Quad named Toh Ne Zhonnie Spring, Arizona, Navajo County, dated 1968; and located 1,250 feet west and 200 feet south of the intersection of 36 degrees, 17 minutes, 30 seconds north latitude and 110 degrees, 9 minutes west longitude, as a shrine for religious ceremonial purposes, together with the right to gather branches of fir trees growing within a 2-mile radius of said spring for use in such religious ceremonies, and the further right of ingress, egress, and regress between the Hopi Reservation and said spring. The Hopi Tribe is hereby authorized to fence said spring upon the boundary line as follows:

Beginning at a point on the 36 degrees, 17 minutes, 30 seconds north latitude 500 feet west of its intersection with 110 degrees, 9 minutes west longitude, the point of beginning;

thence north 46 degrees west, 500 feet to a point on the rim top at elevation 6,900 feet;

thence southwesterly 1,200 feet (in a straight line) following the 6,900 feet contour;

thence south 46 degrees east, 600 feet;

thence north 38 degrees east, 1,300 feet to the point of beginning, 23.8 acres more or less: *Provided*, That, if and when such spring is fenced, the Hopi Tribe shall pipe the water therefrom to the edge of the boundary as hereinabove described for the use of residents of the area. The natural stand of fir trees within such 2-mile radius shall be conserved for such religious purposes.

25 USC 640d-20.

SEC. 21. Notwithstanding anything contained in this Act to the contrary, the Secretary shall make reasonable provision for the use of and right of access to identified religious shrines for the members of each tribe on the reservation of the other tribe where such use and access are for religious purposes.

25 USC 640d-21.

SEC. 22. The availability of financial assistance or funds paid pursuant to this Act may not be considered as income or resources or otherwise utilized as the basis (1) for denying a household or member thereof participation in any federally assisted housing program or (2) for denying or reducing the financial assistance or other benefits to which such household or member would otherwise be entitled to under the Social Security Act or any other Federal or federally assisted program. None of the funds provided under this Act shall be subject to Federal or State income taxes.

25 USC 640d-22.

SEC. 23. The Navajo and Hopi Tribes are hereby authorized to exchange lands which are part of their respective reservations.

25 USC 640d-23.

SEC. 24. If any provision of this Act, or the application of any provision to any person, entity or circumstance, is held invalid, the remainder of this Act shall not be affected thereby.

25 USC 640d-24.

SEC. 25. (a) (1) For the purpose of carrying out the provisions of section 15, there is hereby authorized to be appropriated not to exceed \$31,500,000.

(2) For the purpose of carrying out the provisions of subsection (a) of section 19, there is hereby authorized to be appropriated not to exceed \$10,000,000.

(3) For the purpose of carrying out the provisions of subsection (b) of section 19, there is hereby authorized to be appropriated not to exceed \$500,000.

(4) For the purpose of carrying out the provisions of subsection (b) of section 14, there is hereby authorized to be appropriated not to exceed \$5,500,000.

(5) There is hereby authorized to be appropriated annually not to exceed \$500,000 for the expenses of the Commission.

(6) There is hereby authorized to be appropriated not to exceed \$500,000 for the services and expenses of the Mediator and the assistants and consultants retained by him: *Provided*, That, any contrary provision of law notwithstanding, until such time as funds are appropriated and made available pursuant to this authorization, the Director of the Federal Mediation and Conciliation Service is authorized to provide for the services and expenses of the Mediator from any other appropriated funds available to him and to reimburse such appropriations when funds are appropriated pursuant to this authorization, such reimbursement to be credited to appropriations currently available at the time of receipt thereof.

(b) The funds appropriated pursuant to the authorizations provided in this Act shall remain available until expended.

SEC. 26. Section 10 of the Act entitled "An Act to promote the rehabilitation of the Navajo and Hopi Tribes of Indians and a better utilization of the resources of the Navajo and Hopi Indian Reservations, and for other purposes", approved April 19, 1950 (64 Stat. 47; 25 U.S.C. 640) is repealed effective close of business December 31, 1974.

Repeal.

Effective date.

Approved December 22, 1974.

Public Law 93-532

AN ACT

Relating to former Speakers of the House of Representatives.

December 22, 1974
[H. R. 17026]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That (a) the provisions of H. Res. 1238, Ninety-first Congress, as enacted into permanent law by the Supplemental Appropriations Act, 1971 (84 Stat. 1989), are hereby extended to, and made applicable with respect to, each former Speaker of the House of Representatives, as long as he determines there is need therefor, commencing at the expiration of his term of office as Representative in Congress.

Former Speakers
of the House of
Representatives.

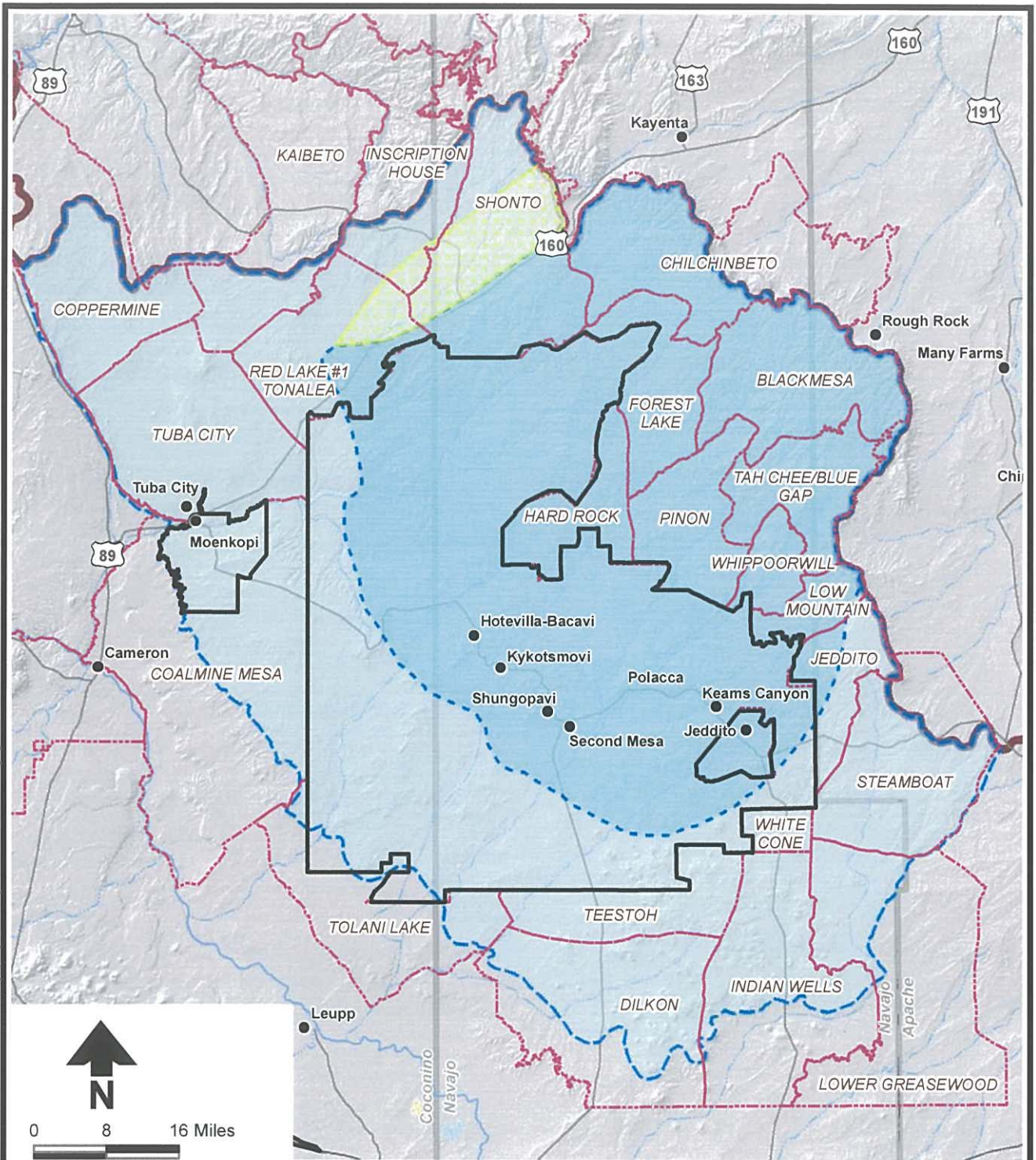
(b) Subsection (a) shall not apply with respect to any former Speaker of the House of Representatives for any period during which such former Speaker holds an appointive or elective office or position in or under the Federal Government or the government of the District of Columbia to which is attached a rate of pay other than a nominal rate or to any former Speaker separated from the service by reason of expulsion from the House.

Approved December 22, 1974.

EXHIBIT 3.1.24

ATTACHED

Q:\PROJECTS\HOPI_WATER_RIGHTS_SETTLEMENT\GIS\MXD\2024\EXHIBIT_3_1_24_EXTENT_CONFINED_PORTION_N_AQUIFER.MXD



Explanation

- Town or village
- LCR Basin boundary
- ▭ Hopi Reservation
- - - Navajo Nation chapter
- ▭ N-Aquifer extent
- ▭ Confined N-Aquifer extent
- ▭ Shonto Recharge Area
- ▭ County boundary

Note: Exhibit may be modified by mutual consent of the Hopi Tribe and the Navajo Nation.

EXHIBIT 3.1.47

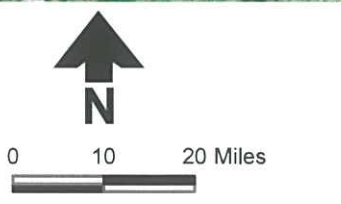
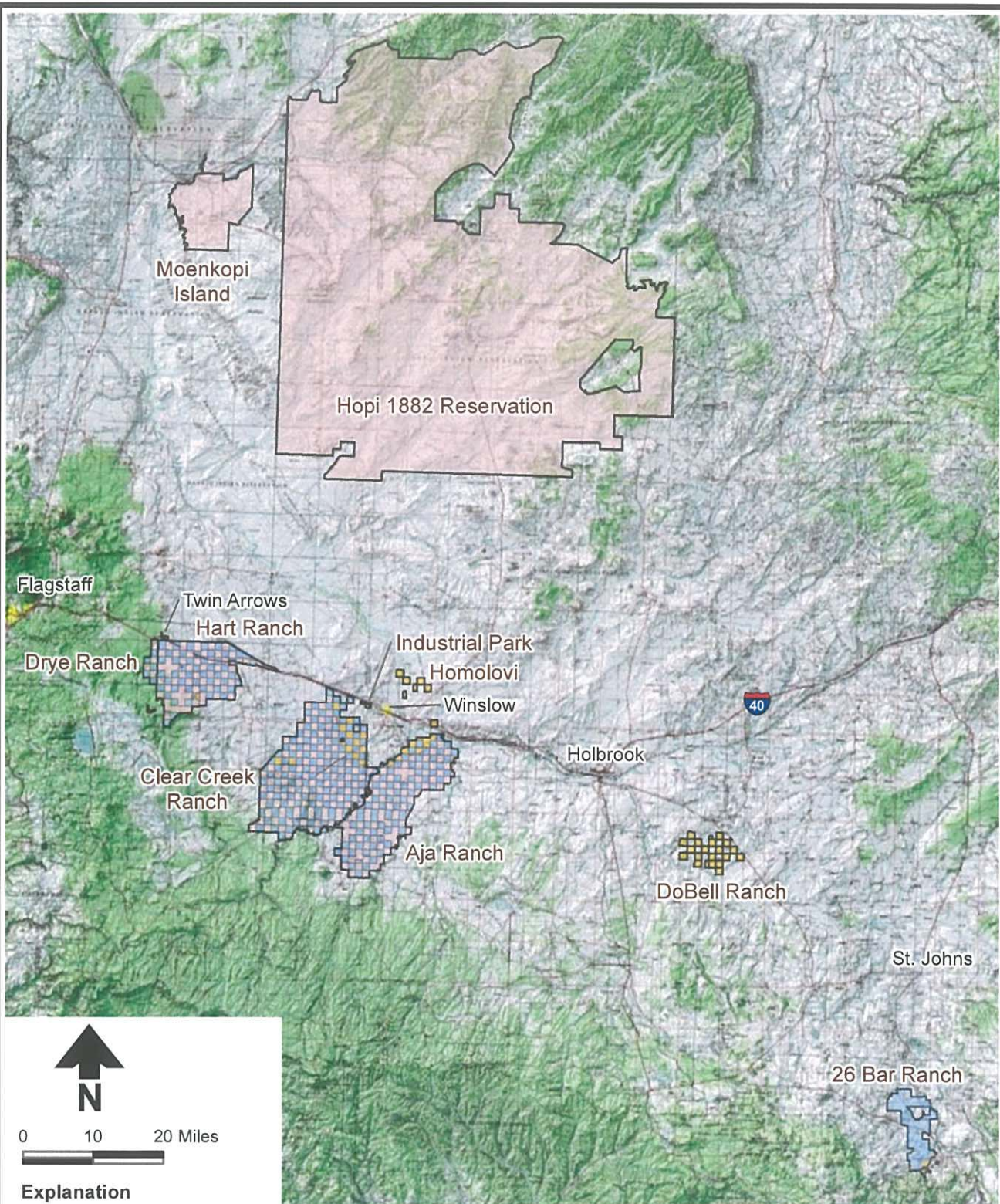
Form of Gila River Judgment and Decree

IN PROCESS OF FINALIZATION

EXHIBIT 3.1.56

ATTACHED

Q:\PROJECTS\HOPI_WATER_RIGHTS_SETTLEMENT\GIS\MXD\2024\HOPI_TRIBE_LANDS.MXD



Explanation

- Hopi land held in trust
- Hopi fee land
- State land

Note:
Some ownership and locations
generally depicted due to scale

1:100,000 Topographic Map; USGS, ESRI et al.

EXHIBIT 3.1.82

Form of LCR Judgment and Decree

IN PROCESS OF FINALIZATION

EXHIBIT 3.1.83

ATTACHED

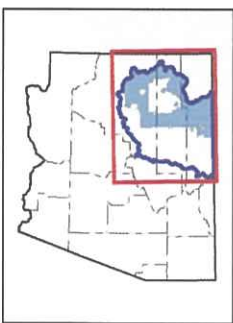
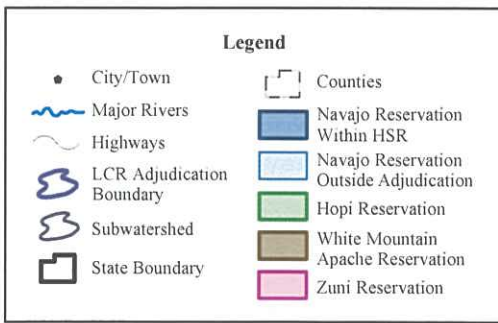
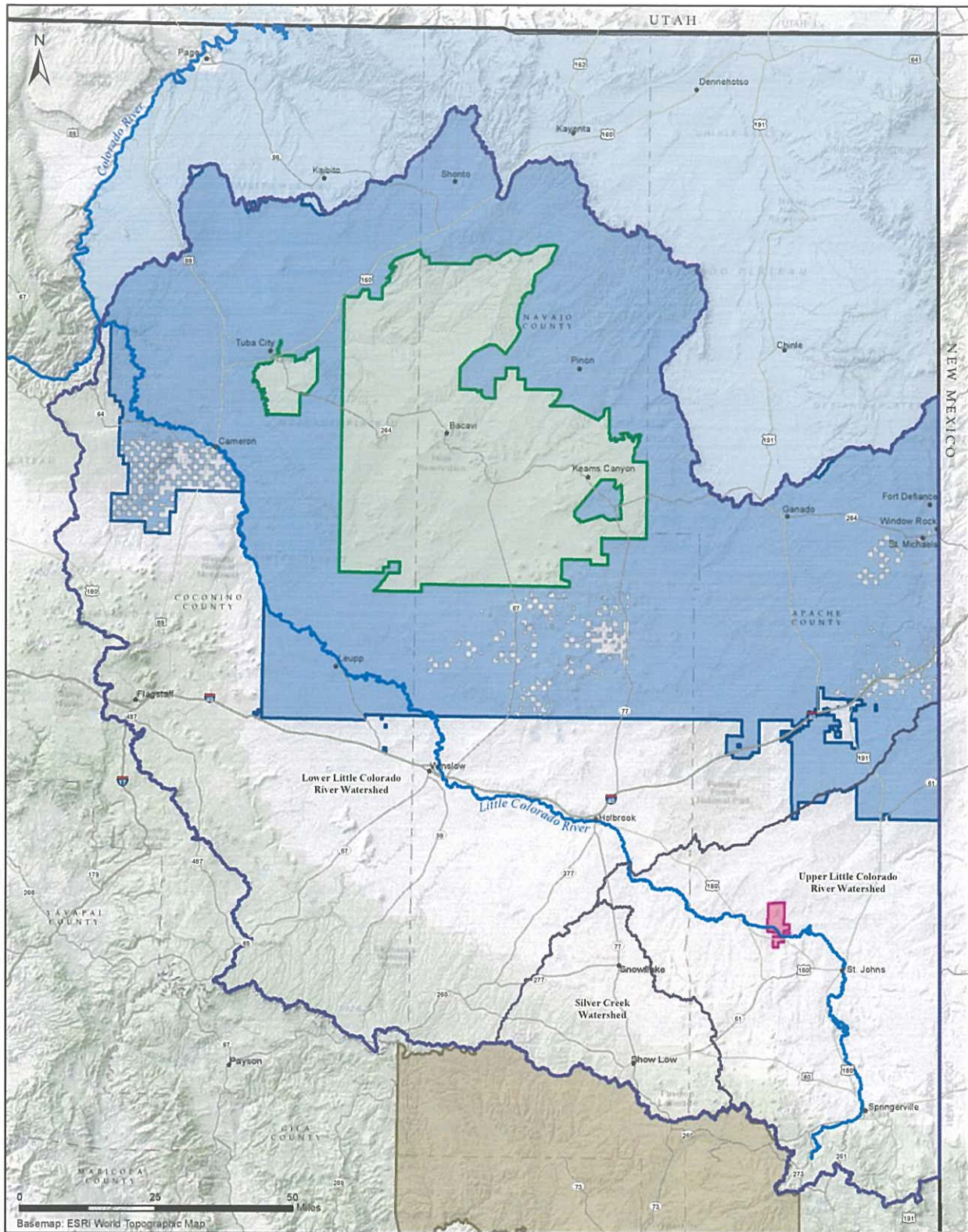


Exhibit 3.1.83

Location of the Navajo Reservation
Within the LCR Adjudication Area

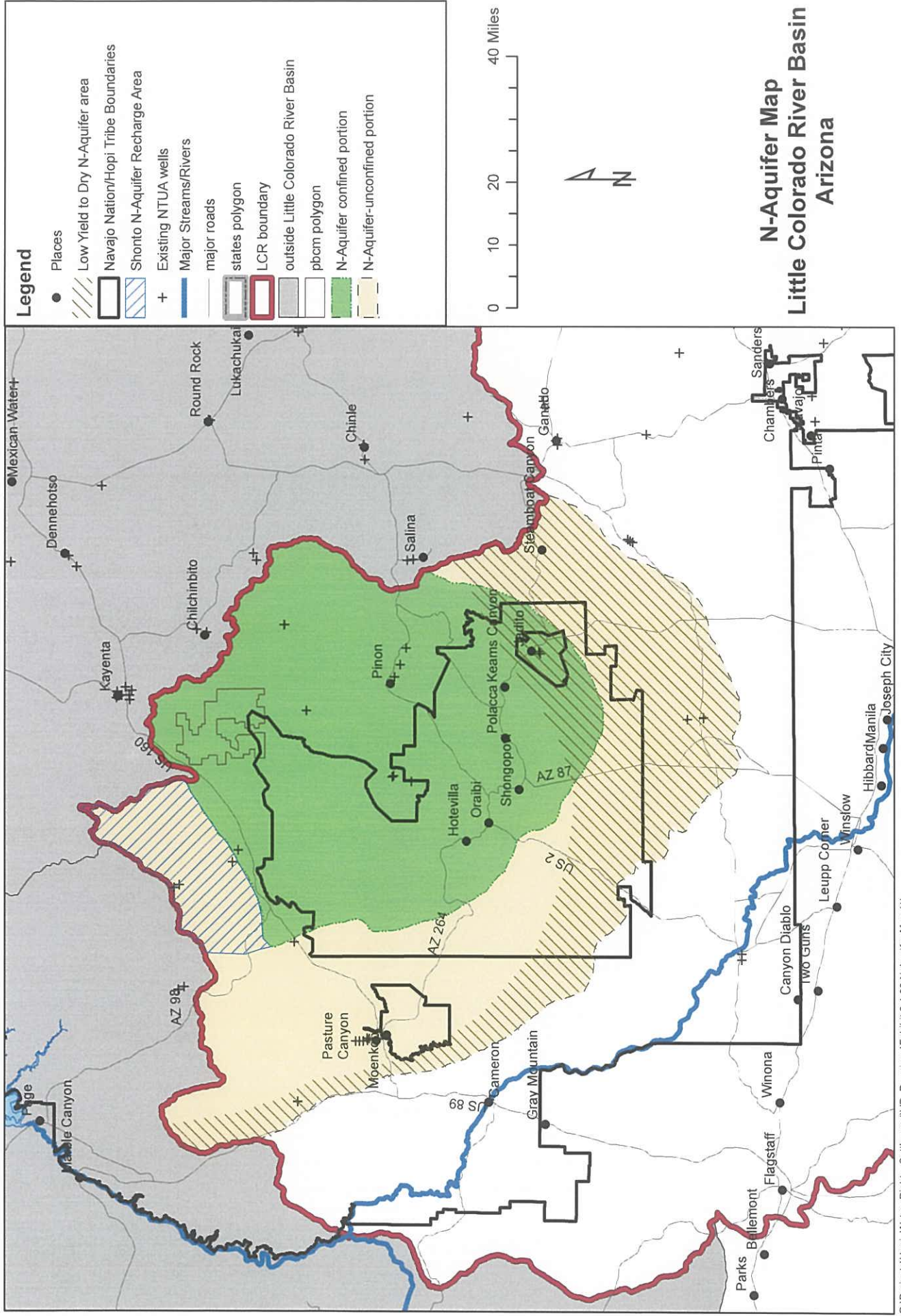
Final Navajo Reservation HSR
within the LCR Watershed

DCMI, Stock and Wildlife Watering, & Stockponds

ADWR December 2019

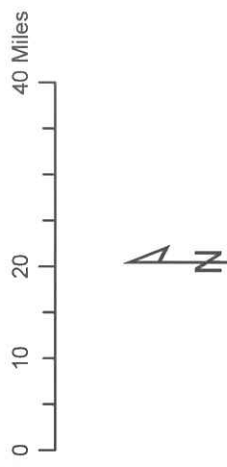
EXHIBIT 3.1.96

ATTACHED



Legend

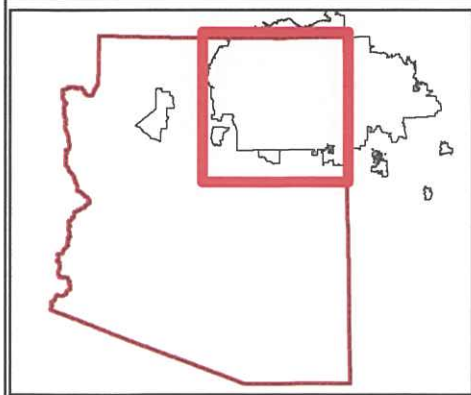
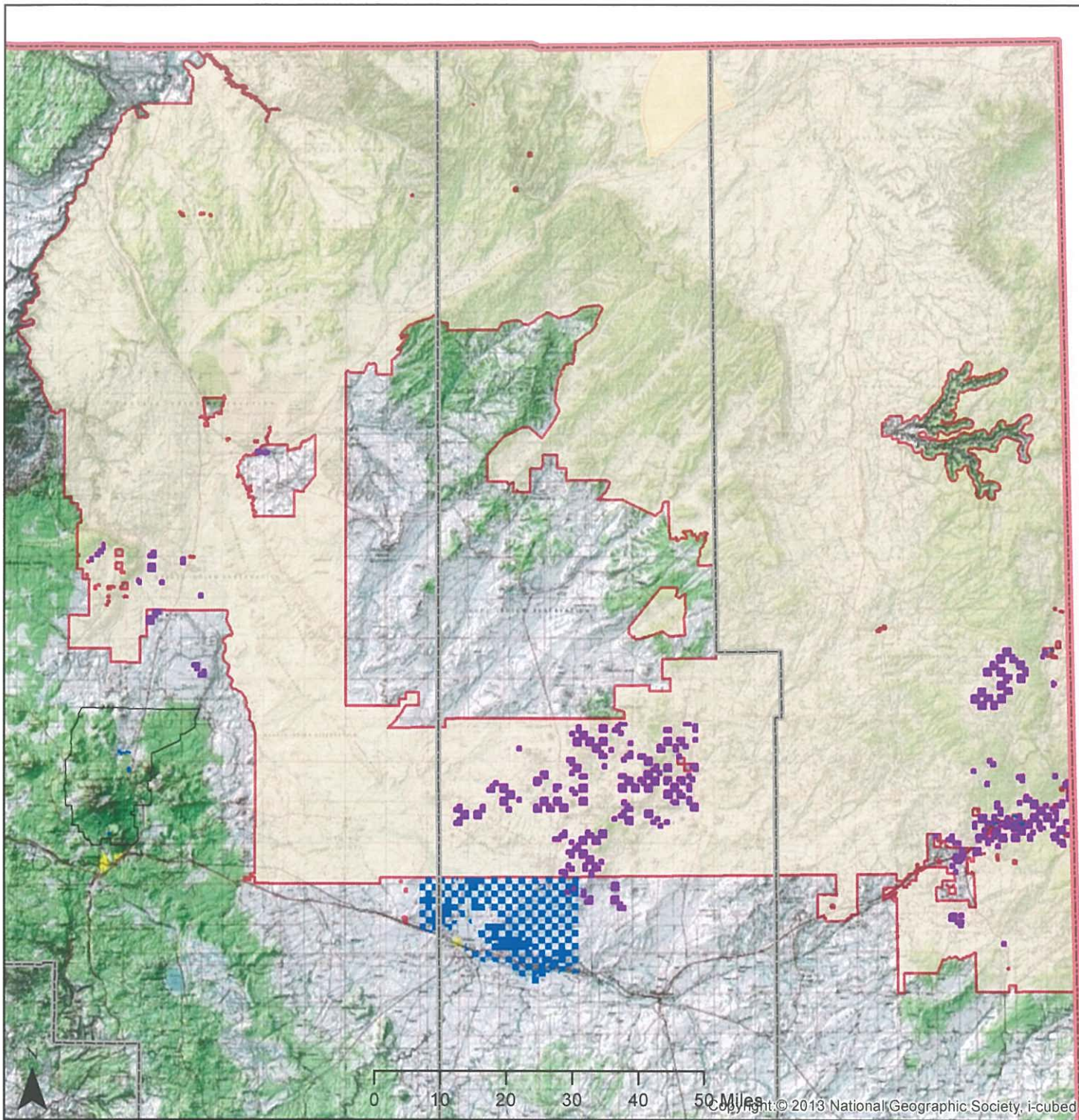
- Places
- Low Yield to Dry N-Aquifer area
- Navajo Nation/Hopi Tribe Boundaries
- Shonto N-Aquifer Recharge Area
- Existing NTUA wells
- Major Streams/Rivers
- major roads
- states polygon
- LCR boundary
- outside Little Colorado River Basin
- pbcm polygon
- N-Aquifer confined portion
- N-Aquifer-unconfined portion



**N-Aquifer Map
Little Colorado River Basin
Arizona**

EXHIBIT 3.1.112a

ATTACHED



Legend

-  Allotments
-  Navajo Fee
-  Navajo Reservation

*NN Land Status Data Source:
 NNLandStatus_2018.shp
 Navajo Land Department, 2018*

EXHIBIT No. 3.1.112a

**Navajo Nation Lands
 Trust, Fee Lands, and Indian Allotments**

Map by: NDWR, RLK 02-01-2024

EXHIBIT 3.1.112b

ATTACHED

Public Law 93-531

December 22, 1974
H. R. 103371

AN ACT

To provide for final settlement of the conflicting rights and interests of the Hopi and Navajo Tribes to and in lands lying within the joint use area of the reservation established by the Executive order of December 16, 1882, and lands lying within the reservation created by the Act of June 14, 1934, and for other purposes.

Indians,
Hopi and
Navajo Tribes,
Mediator,
25 USC 640d.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That, (a) within thirty days after enactment of this Act, the Director of the Federal Mediation and Conciliation Service shall appoint a Mediator (hereinafter referred to as the "Mediator") who shall assist in the negotiations for the settlement and partition of the relative rights and interests, as determined by the decision in the case of *Healing v. Jones* (210 F. Supp. 125, D. Ariz., 1962, *aff'd* 363 U.S. 758, 1963) (hereinafter referred to as the "Healing case"), of the Hopi and Navajo Tribes (hereinafter referred to as the "tribes") to and in lands within the reservation established by the Executive order of December 16, 1882, except land management district no. 6 (such lands hereinafter referred to as the "joint use area"). The Mediator shall not have any interest, direct or indirect, in the settlement of the interests and rights set out in this subsection. The duties of the Mediator shall cease upon the entering of a full agreement into the records of the supplemental proceedings pursuant to section 3 or the submission of a report to the District Court after a default in negotiations or a partial agreement pursuant to section 4.

(b) The proceedings in which the Mediator shall be acting under the provisions of this Act shall be the supplemental proceedings in the Healing case now pending in the United States District Court for the District of Arizona (hereinafter referred to as "the District Court").

(c) (1) The Mediator is authorized to request from any department, agency, or independent instrumentality of the Federal Government any information, personnel, service, or materials he deems necessary to carry out his responsibilities under the provisions of this Act. Each such department, agency, or instrumentality is authorized to cooperate with the Mediator and to comply with such requests to the extent permitted by law, on a reimbursable or nonreimbursable basis.

Interagency
committee,
Establishment,

(2) To facilitate the expeditious and orderly compilation and development of factual information relevant to the negotiating process, the President shall, within fifteen days of enactment of this Act, establish an interagency committee chaired by the Secretary of the Interior (hereinafter referred to as the "Secretary") to develop relevant information and to respond to the requests of the Mediator.

(d) The Secretary shall appoint a full-time representative as his liaison with the Mediator to facilitate the provision of information and assistance requested by the Mediator from the Department of the Interior.

(e) The Mediator may retain the services of such staff assistants and consultants as he shall deem necessary, subject to the approval of the Director of the Federal Mediation and Conciliation Service.

Negotiating
team,
25 USC 640d-1.

SEC. 2. (a) Within thirty days after enactment of this Act, the Secretary shall communicate in writing with the tribal councils of the tribes directing the appointment of a negotiating team representing each tribe. Each negotiating team shall be composed of not more than five members to be certified by appropriate resolution of the respective tribal council. Each tribal council shall promptly fill any vacancies which may occur on its negotiating team. Notwithstanding any other

provision of law, each negotiating team, when appointed and certified, shall have full authority to bind its tribe with respect to any other matter concerning the joint use area within the scope of this Act.

(b) In the event either or both of the tribal councils fail to select and certify a negotiating team within thirty days after the Secretary communicates with the tribal council under subsection (a) of this section or to select and certify a replacement member within thirty days of the occurrence of a vacancy, the provisions of subsection (a) of section 4 shall become effective.

(c) Within fifteen days after formal certification of both negotiating teams to the Mediator, the Mediator shall schedule the first negotiating session at such time and place as he deems appropriate. The negotiating sessions, which shall be chaired by the Mediator, shall be held at such times and places as the Mediator deems appropriate. At such sessions, the Mediator may, if he deems it appropriate, put forward his own suggestions for procedure, the agenda, and the resolution of the issues in controversy.

Negotiating
session.

(d) In the event either negotiating team fails to attend two consecutive sessions or, in the opinion of the Mediator, either negotiating team fails to bargain in good faith or an impasse is reached, the provisions of subsection (a) of section 4 shall become effective.

(e) In the event of a disagreement within a negotiating team the majority of the members of the team shall prevail and act on behalf of the team unless the resolution of the tribal council certifying the team specifically provides otherwise.

SEC. 3. (a) If, within one hundred and eighty days after the first session scheduled by the Mediator under subsection (c) of section 2, full agreement is reached, such agreement shall be put in such form as the Mediator determines best expresses the intent of the tribes and shall then be submitted to the Secretary and the Attorney General of the United States for their comments as they relate to the interest of the United States in the proceedings. These comments are to be submitted to the Mediator and the negotiating teams within thirty days. The negotiating teams and the Mediator shall then consider the comments and, if agreement can still be reached on terms acceptable to the negotiating teams and the Mediator within sixty days of receipt by him of the comments, the agreement shall be put in final written form and shall be signed by the members of the negotiating teams and the Mediator. The Mediator shall then cause the agreement to be entered into the records of the supplemental proceedings in the Healing case. The provisions of the agreement shall be reviewed by the District Court, modified where necessary, and put into effect immediately thereafter.

Full agreement,
25 USC 640d-2.

(b) If, within the one hundred and eighty day period referred to in subsection (a) of this section, a partial agreement has been reached between the tribes and they wish such partial agreement to go into effect, they shall follow the procedure set forth in said subsection (a). The partial agreement shall then be considered by the Mediator in preparing his report, and the District Court in making a final adjudication, pursuant to section 4.

Partial agree-
ment.

(c) For the purpose of this section, the negotiating teams may make any provision in the agreement or partial agreement not inconsistent with existing law. No such agreement or any provision in it shall result in a taking by the United States of private property compensable under the Fifth Amendment of the Constitution of the United States.

USC prec. title
1,
25 USC 640d-3.

SEC. 4. (a) If the negotiating teams fail to reach full agreement within the time period allowed in subsection (a) of section 3 or if one or both of the tribes are in default under the provisions of subsections (b) or (d) of section 2, the Mediator, within ninety days thereafter, shall prepare and submit to the District Court a report containing his

Report to Dis-
trict Court.

District Court,
review and rec-
ommendations.

recommendations for the settlement of the interests and rights set out in subsection (a) of section 1 which shall be most reasonable and equitable in light of the law and circumstances and consistent with the provisions of this Act. Following the District Court's review of the report and recommendations (which are not binding thereon) and any further proceedings which the District Court may schedule, the District Court is authorized to make a final adjudication, including partition of the joint use area, and enter the judgments in the supplemental proceedings in the Healing case.

Hearing.

(b) Any proceedings as authorized in subsection (a) hereof shall be assigned for hearing at the earliest possible date, shall take precedence over all other matters pending on the docket of the District Court at that time, and shall be expedited in every way by the Court.

Settlement
guidelines.
25 USC 640d-4.

SEC. 5. (a) For the purpose of facilitating an agreement pursuant to section 3 or preparing a report pursuant to section 4, the Mediator is authorized—

(1) notwithstanding the provisions of section 2 of the Act of May 25, 1918 (40 Stat. 570), to recommend that, subject to the consent of the Secretary, there be purchased or otherwise acquired additional lands for the benefit of either tribe from the funds of either tribe or funds under any other authority of law;

Restoration
of lands.

(2) to recommend that, subject to the consent of the Secretary, there be undertaken a program of restoration of lands lying within the joint use area, employing for such purpose funds authorized by this Act, funds of either tribe, or funds under any other authority of law;

(3) to recommend that, subject to the consent of the Secretary, there be undertaken a program for relocation of members of one tribe from lands which may be partitioned to the other tribe in the joint use area;

(4) to recommend, in exceptional cases where necessary to prevent personal hardship, a limited tenure for residential use, not exceeding a life estate, and a phased relocation of members of one tribe from lands which may be partitioned to the other tribe in the joint use area; and

(5) to make any other recommendations as are in conformity with this Act and the Healing case to facilitate a settlement.

(b) The authorizations contained in subsection (a) of this section shall be discretionary and shall not be construed to represent any directive of the Congress.

Report.
25 USC 640d-5.

SEC. 6. The Mediator in preparing his report, and the District Court in making the final adjudication, pursuant to section 4, shall consider and be guided by the decision of the Healing case, under which the tribes have joint, undivided, and equal interests in and to all of the joint use area; by any partial agreement reached by the parties under subsection (b) of section 3; by the last best offer for a complete settlement as a part of the negotiating process by each of the tribes; and by the following:

(a) The rights and interests, as defined in the Healing case, of the Hopi Tribe in and to that portion of the reservation established by the Executive order of December 16, 1882, which is known as land management district no. 6 (hereinafter referred to as the "Hopi Reservation") shall not be reduced or limited in any manner.

(b) The boundary lines resulting from any partitioning of lands in the joint use area shall be established so as to include the higher density population areas of each tribe within the portion of the lands partitioned to such tribe to minimize and avoid undue social, economic, and cultural disruption insofar as practicable.

(c) In any division of the surface rights to the joint use area, reasonable provision shall be made for the use of and right of access to identified religious shrines for the members of each tribe on the reservation of the other tribe where such use and access are for religious purposes.

(d) In any partition of the surface rights to the joint use area, the lands shall, insofar as is practicable, be equal in acreage and quality: *Provided*, That if such partition results in a lesser amount of acreage, or value, or both to one tribe such differential shall be fully and finally compensable to such tribe by the other tribe. The value of the land for the purposes of this subsection shall be based on not less than its value with improvements and its grazing capacity fully restored: *Provided further*, That, in the determination of compensation for any such differential, the Federal Government shall pay any difference between the value of the particular land involved in its existing state and the value of such land in a fully restored state which results from damage to the land which the District Court finds attributable to a failure of the Federal Government to provide protection where such protection is or was required by law or by the demands of the trust relationship.

(e) Any lands partitioned to each tribe in the joint use area shall, where feasible and consistent with the other provisions of this section, be contiguous to the reservation of each such tribe.

(f) Any boundary line between lands partitioned to the two tribes in the joint use area shall, insofar as is practicable, follow terrain which will facilitate fencing or avoid the need for fencing.

(g) Any claim the Hopi Tribe may have against the Navajo Tribe for an accounting of all sums collected by the Navajo Tribe since September 17, 1957, as trader license fees or commissions, lease rental or proceeds, or other similar charges for doing business or for damages in the use of lands within the joint use area, shall be for a one-half share in such sums.

(h) Any claim the Hopi Tribe may have against the Navajo Tribe for the determination and recovery of the fair value of the grazing and agricultural use of the lands within the joint use area by the Navajo Tribe and its individual members, since September 28, 1962, shall be for one-half of such value.

SEC. 7. Partition of the surface of the lands of the joint use area shall not affect the joint ownership status of the coal, oil, gas, and all other minerals within or underlying such lands. All such coal, oil, gas, and other minerals within or underlying such lands shall be managed jointly by the two tribes, subject to supervision and approval by the Secretary as otherwise required by law, and the proceeds therefrom shall be divided between the tribes, share and share alike.

Joint ownership
of minerals.
25 USC 640d-6.

SEC. 8. (a) Either tribe, acting through the chairman of its tribal council for and on behalf of the tribe, is each hereby authorized to commence or defend in the District Court an action against the other tribe and any other tribe of Indians claiming any interest in or to the area described in the Act of June 14, 1934, except the reservation established by the Executive Order of December 16, 1882, for the purpose of determining the rights and interests of the tribes in and to such lands and quieting title thereto in the tribes.

25 USC 640d-7.

(b) Lands, if any, in which the Navajo Tribe or Navajo individuals are determined by the District Court to have the exclusive interest shall continue to be a part of the Navajo Reservation. Lands, if any, in which the Hopi Tribe, including any Hopi village or clan thereof, or Hopi individuals are determined by the District Court to have the exclusive interest shall thereafter be a reservation for the Hopi Tribe. Any lands in which the Navajo and Hopi Tribes or Navajo or Hopi individuals are determined to have a joint or undivided interest

shall be partitioned by the District Court on the basis of fairness and equity and the area so partitioned shall be retained in the Navajo Reservation or added to the Hopi Reservation, respectively.

(c) The Navajo and Hopi Tribes are hereby authorized to exchange lands which are part of their respective reservations.

(d) Nothing in this section shall be deemed to be a Congressional determination of the merits of the conflicting claims to the lands that are subject to adjudication pursuant to this section, or to affect the liability of the United States, if any, under litigation now pending before the Indian Claims Commission.

(e) The Secretary of the Interior is authorized to pay any or all appropriate legal fees, court costs, and other related expenses arising out of, or in connection with, the commencing of, or defending against, any action brought by the Navajo or Hopi Tribe under this section.

Paiute Indians,
allotment.
25 USC 640d-8.

SEC. 9. Notwithstanding any other provision of this Act, the Secretary is authorized to allot in severalty to individual Paiute Indians, not now members of the Navajo Tribe, who are located within the area described in the Act of June 14, 1934 (48 Stat. 960), and who were located within such area, or are direct descendants of Paiute Indians who were located within such area, on the date of such Act, land in quantities as specified in section 1 of the Act of February 8, 1887 (24 Stat. 388), as amended (25 U.S.C. 331), and patents shall be issued to them for such lands having the legal effect and declaring that the United States holds such land in trust for the sole use and benefit of each allottee and, following his death, of his heirs according to the laws of the State of Arizona.

25 USC 640d-9.

SEC. 10. (a) Subject to the provisions of section 9 and subsection (a) of section 17, any lands partitioned to the Navajo Tribe pursuant to section 3 or 4 and the lands described in the Act of June 14, 1934 (48 Stat. 960), except the lands as described in section 8, shall be held in trust by the United States exclusively for the Navajo Tribe and as a part of the Navajo Reservation.

(b) Subject to the provisions of section 9 and subsection (a) of section 17, any lands partitioned to the Hopi Tribe pursuant to section 3 or 4 and the lands as described in section 8 shall be held in trust by the United States exclusively for the Hopi Tribe and as a part of the Hopi Reservation.

25 USC 640d-10.

SEC. 11. (a) The Secretary is authorized and directed to transfer not to exceed 250,000 acres of lands under the jurisdiction of the Bureau of Land Management within the States of Arizona or New Mexico to the Navajo Tribe: *Provided*, That the Navajo Tribe shall pay to the United States the fair market value for such lands as may be determined by the Secretary. Such lands shall, if possible, be contiguous or adjacent to the existing Navajo Reservation. Title to such lands which are contiguous or adjacent to the Navajo Reservation shall be taken by the United States in trust for the benefit of the Navajo Tribe.

(b) Any private lands the Navajo Tribe acquires which are contiguous or adjacent to the Navajo Reservation may be taken by the United States in trust for the benefit of the Navajo Tribe: *Provided*, That the land acquired pursuant to subsection (a) and this subsection shall not exceed a total of 250,000 acres.

Navajo and
Hopi Indian
Relocation Com-
mission.
Establishment.
25 USC 640d-11.

SEC. 12. (a) There is hereby established as an independent entity in the executive branch the Navajo and Hopi Indian Relocation Commission (hereinafter referred to as the "Commission").

(b) The Commission shall be composed of three members appointed by the Secretary within sixty days of enactment of this Act.

(c) The Commission shall elect a Chairman and Vice Chairman from among its members.

(d) Two members of the Commission shall constitute a quorum. Any vacancy in the Commission shall not affect its powers, but shall be filled in the same manner in which the original appointment was made.

(e) Each member of the Commission who is not otherwise employed by the United States Government shall receive an amount equal to the daily rate paid a GS-18 under the General Schedule contained in section 5332 of title 5, United States Code, for each day (including time in travel) or portion thereof during which such member is engaged in the actual performance of his duties as a member of the Commission. A member of the Commission who is an officer or employee of the United States shall serve without additional compensation. All members of the Commission shall be reimbursed for travel, subsistence, and other expenses incurred by them in the performance of their duties.

5 USC 5332
note.

(f) The first meeting of the Commission shall be called by the Secretary forthwith following the date on which a majority of the members of such Commission are appointed and qualified under this Act, but in no event later than sixty days following such date.

(g) Subject to such rules and regulations as may be adopted by the Commission, the Chairman shall have the power to—

Rules and
regulations.

(1) appoint and fix the compensation of an Executive Director, and such additional staff personnel as he deems necessary, without regard to the provisions of title 5, United States Code, governing appointments in the competitive service, and without regard to chapter 51 and subchapter III of chapter 53 of such title relating to classification and General Schedule pay rates, but at rates not in excess of the maximum rate for GS-18 of the General Schedule under section 5332 of such title; and

(2) procure temporary and intermittent services to the same extent as is authorized by section 3109 of title 5, United States Code, but at rates not to exceed \$150 a day for individuals.

(h) The Department of the Interior shall furnish, on a non-reimbursable basis, necessary administrative and housekeeping services for the Commission.

(i) The Commission shall cease to exist when the President determines that its functions have been fully discharged.

Sec. 13. (a) Within the twenty-four month period following the date of issuance of an order of the District Court pursuant to section 3 or 4, the Commission shall prepare and submit to the Congress a report concerning the relocation of households and members thereof of each tribe, and their personal property, including livestock, from lands partitioned to the other tribe pursuant to sections 8 and 3 or 4.

25 USC 640d-12.

Report to
Congress.

(b) Such report shall contain, among other matters, the following:

(1) the names of all members of the Navajo Tribe who reside within the areas partitioned to the Hopi Tribe and the names of all members of the Hopi Tribe who reside within the areas partitioned to the Navajo Tribe; and

(2) the fair market value of the habitations and improvements owned by the heads of households identified by the Commission as being among the persons named in clause (1) of this subsection.

(c) Such report shall include a detailed plan providing for the relocation of the households and their members identified pursuant to clause (1) of subsection (b) of this section. Such plan (hereinafter referred to as the "relocation plan") shall—

(1) be developed to the maximum extent feasible in consultation with the persons involved in such relocation and appropriate representatives of their tribal councils;

(2) take into account the adverse social, economic, cultural, and other impacts of relocation on persons involved in such relocation and be developed to avoid or minimize, to the extent possible, such impacts;

(3) identify the sites to which such households shall be relocated, including the distance involved;

(4) assure that housing and related community facilities and services, such as water, sewers, roads, schools, and health facilities, for such households shall be available at their relocation sites; and

(5) take effect thirty days after the date of submission to the Congress pursuant to subsection (a) of this section: *Provided, however,* That the Commission is authorized and directed to proceed with voluntary relocations as promptly as practicable following its first meeting.

Voluntary re-
locations.
25 USC 640d-13.

SEC. 14. (a) Consistent with section 8 and the order of the District Court issued pursuant to section 3 or 4, the Commission is authorized and directed to relocate pursuant to section 8 and such order all households and members thereof and their personal property, including livestock, from any lands partitioned to the tribe of which they are not members. The relocation shall take place in accordance with the relocation plan and shall be completed by the end of five years from the date on which the relocation plan takes effect. No further settlement of Navajo individuals on the lands partitioned to the Hopi Tribe pursuant to this Act or on the Hopi Reservation shall be permitted unless advance written approval of the Hopi Tribe is obtained. No further settlement of Hopi individuals on the lands partitioned to the Navajo Tribe pursuant to this Act or on the Navajo Reservation shall be permitted unless advance written approval of the Navajo Tribe is obtained. No individual shall hereafter be allowed to increase the number of livestock he grazes on any area partitioned pursuant to this Act to the tribe of which he is not a member, nor shall he retain any grazing rights in any such area subsequent to his relocation therefrom.

Assistance pay-
ments.

(b) In addition to the payments made pursuant to section 15, the Commission shall make payments to heads of households identified in the report prepared pursuant to section 13 upon the date of relocation of such households, as determined by the Commission, in accordance with the following schedule:

(1) the sum of \$5,000 to each head of a household who, prior to the expiration of one year after the effective date of the relocation plan, contracts with the Commission to relocate;

(2) the sum of \$4,000 to each head of a household who is not eligible for the payment provided for in clause (1) of this subsection but who, prior to the expiration of two years after the effective date of the relocation plan, contracts with the Commission to relocate;

(3) the sum of \$3,000 to each head of a household who is not eligible for the payments provided for in clause (1) or (2) of this subsection but who, prior to the expiration of three years after the effective date of the relocation plan, contracts with the Commission to relocate; and

(4) the sum of \$2,000 to each head of a household who is not eligible for the payments provided for in clause (1), (2), or (3) of this subsection but who, prior to the expiration of four years after the effective date of the relocation plan, contracts with the Commission to relocate.

(c) No payment shall be made pursuant to this section to or for any person who, after May 29, 1974, moved into an area partitioned pur-

suant to section 8 or section 3 or 4 to a tribe of which he is not a member.

Sec. 15. (a) The Commission shall purchase from the head of each household whose household is required to relocate under the terms of this Act the habitation and other improvements owned by him on the area from which he is required to move. The purchase price shall be the fair market value of such habitation and improvements as determined under clause (2) of subsection (b) of section 13.

Replacement housing.
25 USC 640d-14.

Fair market value.

(b) In addition to the payments made pursuant to subsection (a) of this section, the Commission shall:

(1) reimburse each head of a household whose household is required to relocate pursuant to this Act for the actual reasonable moving expenses of the household as if the household members were displaced persons under section 202 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894);

42 USC 4622.

(2) pay to each head of a household whose household is required to relocate pursuant to this Act an amount which, when added to the fair market value of the habitation and improvements purchased under subsection (a) of this section, equals the reasonable cost of a decent, safe, and sanitary replacement dwelling adequate to accommodate such household: *Provided*, That the additional payment authorized by this paragraph (2) shall not exceed \$17,000 for a household of three or less and not more than \$25,000 for a household of four or more, except that the Commission may, after consultation with the Secretary of Housing and Urban Development, annually increase or decrease such limitations to reflect changes in housing development and construction costs, other than costs of land, during the preceding year: *Provided further*, That the additional payment authorized by this subsection shall be made only to a head of a household required to relocate pursuant to this Act who purchases and occupies such replacement dwelling not later than the end of the two-year period beginning on the date on which he receives from the Commission final payment for the habitation and improvements purchased under subsection (a) of this section, or on the date on which such household moves from such habitation, whichever is the later date. The payments made pursuant to this paragraph (2) shall be used only for the purpose of obtaining decent, safe, and sanitary replacement dwellings adequate to accommodate the households relocated pursuant to this Act.

Additional payment.

(c) In implementing subsection (b) of this section, the Commission shall establish standards consistent with those established in the implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894). No payment shall be made pursuant to this section to or for any person who, later than one year prior to the date of enactment of this Act, moved into an area partitioned pursuant to section 8 or section 3 or 4 to a tribe of which he is not a member.

42 USC 4601 note.

(d) The Commission shall be responsible for the provision of housing for each household eligible for payments under this section in one of the following manners:

(1) Should any head of household apply for and become a participant or homebuyer in a mutual help housing or other homeownership opportunity project undertaken under the United States Housing Act of 1937 (50 Stat. 888), as amended (42 U.S.C. 1401), or in any other federally assisted housing program now or hereafter established, the amounts payable with respect to such household under paragraph (2) of subsection (b) of this section

and under subsection (a) of this section shall be paid to the local housing agency or sponsor involved as a voluntary equity payment and shall be credited against the outstanding indebtedness or purchase price of the household's home in the project in a manner which will accelerate to the maximum extent possible the achievement by that household of debt free homeownership.

(2) Should any head of household wish to purchase or have constructed a dwelling which the Commission determines is decent, safe, sanitary, and adequate to accommodate the household, the amounts payable with respect to such household under paragraph (2) of subsection (b) of this section and under subsection (a) of this section shall be paid to such head of household in connection with such purchase or construction in a manner which the Commission determines will assure the use of the funds for such purpose.

(3) Should any head of household not make timely arrangements for relocation housing, or should any head of household elect and enter into an agreement to have the Commission construct or acquire a home for the household, the Commission may use the amounts payable with respect to such household under paragraph (2) of subsection (b) of this section and under subsection (a) of this section for the construction or acquisition (including enlargement or rehabilitation if necessary) of a home and related facilities for such household: *Provided*, That, the Commission may combine the funds for any number of such households into one or more accounts from which the costs of such construction or acquisition may be paid on a project basis and the funds in such account or accounts shall remain available until expended: *Provided further*, That the title to each home constructed or acquired by the Commission pursuant to this paragraph shall be vested in the head of the household for which it was constructed or acquired upon occupancy by such household, but this shall not preclude such home being located on land held in trust by the United States.

(e) The Commission is authorized to dispose of dwellings and other improvements acquired or constructed pursuant to this Act in such manner, including resale of such dwellings and improvements to members of the tribe exercising jurisdiction over the area at prices no higher than the acquisition or construction costs, as best effects section 8 and the order of the District Court pursuant to section 3 or 4.

25 USC 640d-15.

Sec. 16. (a) The Navajo Tribe shall pay to the Hopi Tribe the fair rental value as determined by the Secretary for all use by Navajo individuals of any lands partitioned to the Hopi Tribe pursuant to sections 8 and 3 or 4 subsequent to the date of the partition thereof.

(b) The Hopi Tribe shall pay to the Navajo Tribe the fair rental value as determined by the Secretary for all use by Hopi individuals of any lands partitioned to the Navajo Tribe pursuant to sections 8 and 3 or 4 subsequent to the date of the partition thereof.

25 USC 640d-16.

Sec. 17. (a) Nothing in this Act shall affect the title, possession, and enjoyment of lands heretofore allotted to Hopi and Navajo individuals for which patents have been issued. Such Hopi individuals living on the Navajo Reservation shall be subject to the jurisdiction of the Navajo Tribe and such Navajo individuals living on the Hopi Reservation shall be subject to the jurisdiction of the Hopi Tribe.

(b) Nothing in this Act shall require the relocation from any area partitioned pursuant to this Act of the household of any Navajo or Hopi individual who is employed by the Federal Government within such area or to prevent such employees or their households from residing in such areas in the future: *Provided*, That any such Federal

employee who would, except for the provisions of this subsection, be relocated under the terms of this Act may elect to be so relocated.

Sec. 18. (a) Either tribe, acting through the chairman of its tribal council, for and on behalf of the tribe, including all villages, clans, and individual members thereof, is hereby authorized to commence or defend in the District Court an action or actions against the other tribe for the following purposes if such action or actions are not settled pursuant to section 3 or 4:

25 USC 640d-17.

(1) for an accounting of all sums collected by either tribe since the 17th day of September 1957 as trader license fees or commissions, lease proceeds, or other similar charges for the doing of business or the use of lands within the joint use area, and judgment for one-half of all sums so collected, and not paid to the other tribe, together with interest at the rate of 6 per centum per annum compounded annually;

(2) for the determination and recovery of the fair value of the grazing and agricultural use by either tribe and its individual members since the 28th day of September 1962 of the undivided one-half interest of the other tribe in the lands within the joint use area, together with interest at the rate of 6 per centum per annum compounded annually, notwithstanding the fact that the tribes are tenants in common of such lands; and

(3) for the adjudication of any claims that either tribe may have against the other for damages to the lands to which title was quieted as aforesaid by the United States District Court for the District of Arizona in such tribes, share and share alike, subject to the trust title of the United States, without interest, notwithstanding the fact that such tribes are tenants in common of such lands: *Provided*, That the United States may be joined as a party to such an action and, in such case, the provisions of sections 1346 (a) (2) and 1505 of title 28, United States Code, shall not be applicable to such action.

(b) Neither laches nor the statute of limitations shall constitute a defense to any action authorized by this Act for existing claims if commenced within two years from the effective date of this Act or one hundred and eighty days from the date of issuance of an order of the District Court pursuant to section 3 or 4, whichever is later.

(c) Either tribe may institute such further original, ancillary, or supplementary actions against the other tribe as may be necessary or desirable to insure the quiet and peaceful enjoyment of the reservation lands of the tribes by the tribes and the members thereof, and to fully accomplish all objects and purposes of this Act. Such actions may be commenced in the District Court by either tribe against the other, acting through the chairman of its tribal council, for and on behalf of the tribe, including all villages, clans, and individual members thereof.

(d) Except as provided in clause (3) of subsection (a) of this section, the United States shall not be an indispensable party to any action or actions commenced pursuant to this section. Any judgment or judgments by the District Court in such action or actions shall not be regarded as a claim or claims against the United States.

(e) All applicable provisional and final remedies and special proceedings provided for by the Federal Rules of Civil Procedure and all other remedies and processes available for the enforcement and collection of judgments in the district courts of the United States may be used in the enforcement and collection of judgments obtained pursuant to the provisions of this Act.

Sec. 19. (a) Notwithstanding any provision of this Act, or any order of the District Court pursuant to section 3 or 4, the Secretary is authorized and directed to immediately commence reduction of the

25 USC 640d-18.

numbers of all the livestock now being grazed upon the lands within the joint use area and complete such reductions to carrying capacity of such lands, as determined by the usual range capacity standards as established by the Secretary after the date of enactment of this Act. The Secretary is directed to institute such conservation practices and methods within such area as are necessary to restore the grazing potential of such area to the maximum extent feasible.

(b) The Secretary, upon the date of issuance of an order of the District Court pursuant to sections 8 and 3 or 4, shall provide for the survey location of monuments, and fencing of boundaries of any lands partitioned pursuant to sections 8 and 3 or 4.

25 USC 640d-19.

SEC. 20. The members of the Hopi Tribe shall have perpetual use of Cliff Spring as shown on USGS 7½ minute Quad named Toh Ne Zhonnie Spring, Arizona, Navajo County, dated 1968; and located 1,250 feet west and 200 feet south of the intersection of 36 degrees, 17 minutes, 30 seconds north latitude and 110 degrees, 9 minutes west longitude, as a shrine for religious ceremonial purposes, together with the right to gather branches of fir trees growing within a 2-mile radius of said spring for use in such religious ceremonies, and the further right of ingress, egress, and regress between the Hopi Reservation and said spring. The Hopi Tribe is hereby authorized to fence said spring upon the boundary line as follows:

Beginning at a point on the 36 degrees, 17 minutes, 30 seconds north latitude 500 feet west of its intersection with 110 degrees, 9 minutes west longitude, the point of beginning;

thence north 46 degrees west, 500 feet to a point on the rim top at elevation 6,900 feet;

thence southwesterly 1,200 feet (in a straight line) following the 6,900 feet contour;

thence south 46 degrees east, 600 feet;

thence north 38 degrees east, 1,300 feet to the point of beginning, 23.8 acres more or less: *Provided*, That, if and when such spring is fenced, the Hopi Tribe shall pipe the water therefrom to the edge of the boundary as hereinabove described for the use of residents of the area. The natural stand of fir trees within such 2-mile radius shall be conserved for such religious purposes.

25 USC 640d-20.

SEC. 21. Notwithstanding anything contained in this Act to the contrary, the Secretary shall make reasonable provision for the use of and right of access to identified religious shrines for the members of each tribe on the reservation of the other tribe where such use and access are for religious purposes.

25 USC 640d-21.

SEC. 22. The availability of financial assistance or funds paid pursuant to this Act may not be considered as income or resources or otherwise utilized as the basis (1) for denying a household or member thereof participation in any federally assisted housing program or (2) for denying or reducing the financial assistance or other benefits to which such household or member would otherwise be entitled to under the Social Security Act or any other Federal or federally assisted program. None of the funds provided under this Act shall be subject to Federal or State income taxes.

25 USC 640d-22.

SEC. 23. The Navajo and Hopi Tribes are hereby authorized to exchange lands which are part of their respective reservations.

25 USC 640d-23.

SEC. 24. If any provision of this Act, or the application of any provision to any person, entity or circumstance, is held invalid, the remainder of this Act shall not be affected thereby.

25 USC 640d-24.

SEC. 25. (a) (1) For the purpose of carrying out the provisions of section 15, there is hereby authorized to be appropriated not to exceed \$31,500,000.

(2) For the purpose of carrying out the provisions of subsection (a) of section 19, there is hereby authorized to be appropriated not to exceed \$10,000,000.

(3) For the purpose of carrying out the provisions of subsection (b) of section 19, there is hereby authorized to be appropriated not to exceed \$500,000.

(4) For the purpose of carrying out the provisions of subsection (b) of section 14, there is hereby authorized to be appropriated not to exceed \$5,500,000.

(5) There is hereby authorized to be appropriated annually not to exceed \$500,000 for the expenses of the Commission.

(6) There is hereby authorized to be appropriated not to exceed \$500,000 for the services and expenses of the Mediator and the assistants and consultants retained by him: *Provided*, That, any contrary provision of law notwithstanding, until such time as funds are appropriated and made available pursuant to this authorization, the Director of the Federal Mediation and Conciliation Service is authorized to provide for the services and expenses of the Mediator from any other appropriated funds available to him and to reimburse such appropriations when funds are appropriated pursuant to this authorization, such reimbursement to be credited to appropriations currently available at the time of receipt thereof.

(b) The funds appropriated pursuant to the authorizations provided in this Act shall remain available until expended.

SEC. 26. Section 10 of the Act entitled "An Act to promote the rehabilitation of the Navajo and Hopi Tribes of Indians and a better utilization of the resources of the Navajo and Hopi Indian Reservations, and for other purposes", approved April 19, 1950 (64 Stat. 47; 25 U.S.C. 640) is repealed effective close of business December 31, 1974.

Repeal.

Effective date.

Approved December 22, 1974.

Public Law 93-532

AN ACT

Relating to former Speakers of the House of Representatives.

December 22, 1974
[H. R. 17026]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That (a) the provisions of H. Res. 1238, Ninety-first Congress, as enacted into permanent law by the Supplemental Appropriations Act, 1971 (84 Stat. 1989), are hereby extended to, and made applicable with respect to, each former Speaker of the House of Representatives, as long as he determines there is need therefor, commencing at the expiration of his term of office as Representative in Congress.

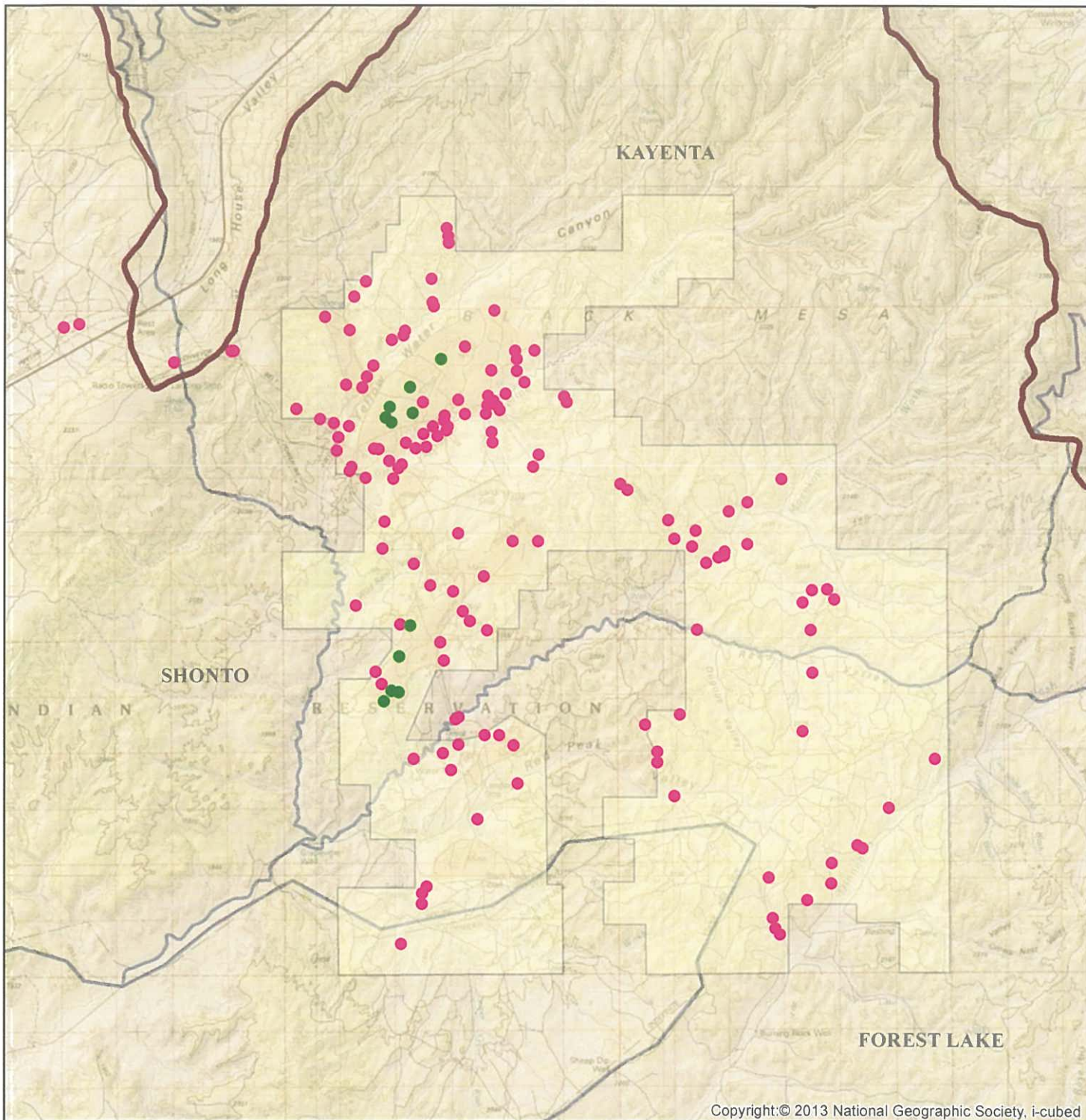
Former Speakers
of the House of
Representatives.

(b) Subsection (a) shall not apply with respect to any former Speaker of the House of Representatives for any period during which such former Speaker holds an appointive or elective office or position in or under the Federal Government or the government of the District of Columbia to which is attached a rate of pay other than a nominal rate or to any former Speaker separated from the service by reason of expulsion from the House.

Approved December 22, 1974.

EXHIBIT 3.1.125

ATTACHED



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Legend

- Pre-Law Impoundments
- Interim & Perm. Prog. Impoundments
- Former Peabody Lease Area
- UB-LB CRB
- Chapter Boundary 2018



EXHIBIT No. 3.1.125

**Peabody Impoundments
Pre-Law and Interim Perm.
Program Impoundments**

Map by: NDWR, RLK 02-20-2024

*NN Chapter Boundary, Navajo Land Department, 2018
Pre-Law and Interim & Perm. Program Impoundments
Peabody, 2022, via NN Minerals Department*

EXHIBIT 3.1.131

ATTACHED

Public Domain Allotments Within the Exterior Boundaries of the Navajo Reservation
 Within the Little Colorado River Basin in Arizona

February 24, 2020

Allotment & Patent Numbers		Date of Allotment:		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
302251	803943	04/21/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	008E	22	SW	1934
302253	807397	05/24/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	008E	22	SE	1934
302254	807398	05/24/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	008E	22	NE	1934
302259	807399	05/24/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	008E	34	NE	1934
302260	807400	05/24/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	008E	34	NW	1934
302261	807401	05/24/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	008E	34	SE	1934
302262	807402	05/24/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	008E	34	SW	1934
302263	807403	05/24/1921	10/23/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	009E	28	NW	1934
302293	803944	04/21/1921	10/28/1908	Public Domain	Grazing	General Allotment Act, Sec. 4	028N	008E	12	SW	1934
302413	177033	02/09/1911	12/23/1908	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	SWNW, NWSW	1934
306176	742028	03/29/1939	05/17/1909	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	26	SENE & NESE	1934
310022	671777	03/27/1919	12/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	028E	4	NE	1934
310023	770955	09/02/1920	04/01/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	028E	4	SE	1934
310024	770956	09/02/1920	09/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	028E	4	SW	1934
310025	828910	10/20/1921	11/21/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	6	LOTS 1, 2 & SZNE	1934
310026	699420	07/22/1919	04/03/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	6	NW	1934
310028	770957	09/02/1930	09/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	028E	10	NE	1934
310030	770958	09/02/1930	09/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	028E	10	NW	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority		Location				Reservation	
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
310056	741674	03/26/1920	12/31/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	2	SE	1934
310057	741675	03/26/1920	12/31/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	2	SW	1934
310058	774047	09/22/1920	12/31/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	2	LOTS 1, 2 & S2NE	1934
310059	1110097	01/04/1940	12/31/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	2	LOTS 3, 4 & S2NW	1934
310061	857288	04/04/1922	02/17/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	34	SW	1934
310062	800864	03/26/1921	11/21/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	6	SE	1934
310067	857289	04/04/1922	02/17/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	10	SE	1934
310067 A	857289	04/04/1922	02/17/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	10	SE	1934
310067 B	857289	04/04/1922	02/17/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	10	SE	1934
310076	741684	03/26/1920	04/02/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	030E	4	SE	1934
310077	741685	03/26/1921	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	030E	4	NW	1934
310078	770363	08/30/1920	04/15/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	030E	6	NW	1934
310079	770364	08/30/1920	04/15/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	030E	6	NE	1934
310080	770365	08/30/1920	04/15/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	030E	6	SW	1934
310081	783432	11/22/1920	04/16/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	030E	6	SE	1934
310082	783500	11/23/1920	04/15/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	34	S2NE	1934
310088	699421	07/22/1919	04/12/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	4	NE	1934
310089	800865	03/26/1921	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	4	LOTS 3, 4 & S2NW	1934
310090	746457	04/21/1920	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	6	SE	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
310091	746458	04/21/1920	04/02/1910	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	021N	031E	6	E2SW	1934
310092	746459	04/21/1920	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	6	NE	1934
310093	699318	07/21/1919	04/17/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	8	NW	1934
310094	699319	07/21/1919	04/17/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	8	NE	1934
310095	699320	07/21/1919	04/17/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	031E	8	SE	1934
310097	699321	07/21/1919	01/28/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	10	NE	1934
310098	699322	07/21/1919	01/28/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	10	SE	1934
310100	699323	07/21/1919	01/28/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	14	NW	1934
310101	699324	07/21/1919	01/28/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	14	SW	1934
310102	783501	11/23/1920	12/17/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	20	NE	1934
310103	783502	11/23/1920	12/17/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	20	SE	1934
310104	783503	11/23/1920	12/17/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	20	SW	1934
310105	800866	03/26/1921	12/17/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	20	NW	1934
310106	848105	02/09/1922	12/04/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	22	NW	1934
310107	741686	03/26/1920	12/04/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	22	SW	1934
310109	699325	07/21/1919	01/29/1909	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	022N	029E	26	W2NW	1934
310111	741688	03/26/1920	12/04/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	28	NE	1934
310112	848106	02/09/1922	12/04/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	28	NW	1934
310116	699326	07/21/1919	12/16/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	22N	029E	30	SW	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
310117	699327	07/21/1919	12/16/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	30	NW	1934
310119	746460	04/21/1920	04/15/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	32	NE	1934
310123	742983	04/05/1920	01/06/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	34	NWNE	1934
310124	742984	04/05/1920	01/16/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	34	NENE	1934
310125	857290	04/04/1922	01/28/1909	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	022N	029E	34	W2SE	1934
310126	857291	04/04/1922	07/28/1909	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	022N	029E	34	E2SE	1934
310127	857292	04/04/1922	07/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	4	SE	1934
310129	746461	04/21/1920	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	4	SW	1934
310130	746462	04/21/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	4	NW	1934
310131	746463	04/21/1920	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	4	SE	1934
310136	746464	04/21/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	8	NW	1934
310137	743409	04/06/1920	04/01/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	12	SW	1934
310139	743410	04/06/1920	04/01/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	14	NE	1934
310141	743411	04/06/1920	04/03/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	14	NW	1934
310142	746465	04/21/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	14	SW	1934
310146	905399	05/05/1923	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	20	SW	1934
310147	746466	04/21/1920	01/11/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	20	NW	1934
310148	743412	04/06/1920	12/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	22	SE	1934
310149	743413	04/06/1920	12/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	22	SW	1934

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AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
310150	743414	04/06/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	22	NE	1934
310152	746467	04/21/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	24	SE	1934
310153	746468	04/21/1920	12/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	24	SW	1934
310154	746469	04/21/1920	12/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	24	NE	1934
310155	743415	04/06/1920	12/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	24	NW	1934
310156	741689	03/26/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	26	NW	1934
310157	743416	04/06/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	26	SW	1934
310158	743417	04/06/1920	12/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	28	SE	1934
310159	783504	11/23/1920	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	28	NE	1934
310160	816559	07/28/1921	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	28	SW	1934
310161	743418	04/06/1920	12/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	30	NW	1934
310162	743419	04/06/1921	04/16/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	30	SE	1934
310163	743420	04/06/1920	12/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	30	NE	1934
310166	743421	04/06/1920	04/23/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	31	NE	1934
310167	816560	07/28/1921	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	32	SW	1934
310168	743422	04/06/1920	12/05/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	32	NW	1934
310169	741246	03/24/1920	12/06/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	32	NE	1934
310170	743423	04/06/1920	12/06/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	32	SE	1934
310171	743424	04/06/1921	12/13/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	34	SW	1934

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AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
310176	743425	04/06/1920	04/02/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	4	NE	1934
310177	743426	04/06/1920	04/02/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	4	SE	1934
310180	741690	03/26/1920	03/31/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	8	NE	1934
310181	743427	04/06/1920	04/01/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	8	SW	1934
310182	909623	06/20/1923	03/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	8	SE	1934
310183	800867	03/26/1921	04/02/1910	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	022N	031E	10	LOTS 1 & 2	1934
310184	743428	04/06/1920	04/02/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	10	LOTS 3 & 4	1934
310187	743429	04/06/1920	03/30/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	18	NW	1934
310189	800868	03/26/1921	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	28	NE	1934
310191	800869	03/26/1922	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	28	NW	1934
310194	743430	04/06/1920	03/30/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	30	NW	1934
310195	743431	04/06/1920	03/30/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	30	SW	1934
310196	746470	04/21/1920	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	32	NW	1934
310197	800870	03/26/1921	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	32	NE	1934
310198	743432	04/06/1920	04/12/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	32	SE	1934
310199	746471	04/21/1920	03/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	32	SW	1934
310329	699328	07/21/1919	12/04/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	30	SW	1934
310330	907049	05/22/1923	07/28/1909	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	34	S2NW	1934
311038	718620	11/12/1919	04/20/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	SENW	1934

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AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311040	741691	03/26/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	SWSW	1934
311041	741692	03/26/1920	04/19/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	N2NENESW	1934
311042	718621	11/12/1919	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	N2NWNWSE	1934
311043	741693	03/26/1920	04/15/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	24	S2NWNESW	1934
311044	718622	11/12/1919	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	SZNESESW & S2NWNWSE	1934
311046	783433	11/22/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	N2SENESW	1934
311047	783434	11/22/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	N2SWNWSE	1934
311049	741247	03/24/1920	11/16/1909	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2SWNESW	1934
311050	743461	04/06/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2SENESW	1934
311051	743462	04/06/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	N2NWNWSE	1934
311052	828193	10/11/1921	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	N2NESESW	1934
311053	741627	03/26/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	NWSWSE	1934
311054	783505	11/23/1920	12/13/1909	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2NESWSE	1934
311055	746472	04/21/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2NWNWSE	1934
311056	718623	11/12/1919	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2NESESW	1934
311057	679198	05/27/1919	04/16/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	N2SWSESW	1934
311059	907050	05/22/1923	04/16/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2SWSESW	1934
311060	746473	04/21/1920	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2SESESW	1934
311061	718624	11/12/1919	04/15/1910	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	24	S2S2SWSE	1934

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AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311064	679188	05/27/1919	06/18/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	35	E2NW & N2NE	1934
311126	905400	05/05/1923	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	2	SE	1934
311128	770959	09/02/1920	11/01/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	4	NW	1934
311131	742991	04/05/1920	11/01/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	4	NE	1934
311136	742992	04/05/1920	10/26/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	12	SW	1934
311137	742993	04/05/1920	10/26/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	12	SE	1934
311139	742994	04/05/1920	10/26/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	12	NE	1934
311140	742995	04/05/1920	10/26/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	14	NE	1934
311141	742996	04/05/1920	10/26/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	14	SW	1934
311142	741299	03/24/1920	10/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	14	SE	1934
311143	783437	11/22/1920	11/03/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	34	SE	1934
311145	783438	11/22/1920	11/03/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	34	NW	1934
311146	741697	03/26/1920	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	34	NE	1934
311147	742997	04/05/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	4	SW	1934
311148	742998	04/05/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	4	SE	1934
311149	742999	04/05/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	4	NW	1934
311150	743000	04/05/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	4	NE	1934
311151	783507	11/23/1920	09/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	6	NE	1934
311152	783508	11/23/1920	09/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	6	SE	1934

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311153	853556	03/07/1922	09/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	6	SW	1934
311154	783509	11/23/1920	09/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	6	NW	1934
311155	741698	03/26/1920	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	18	SW	1934
311156	783510	11/23/1920	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	18	SE	1934
311157	786199	12/31/1920	10/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	18	NW	1934
311158	841020	01/05/1922	10/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	18	NE	1934
311159	741699	03/26/1920	03/09/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	20	SW	1934
311160	741700	03/26/1920	03/29/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	20	SE	1934
311161	741701	03/26/1920	03/29/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	20	NW	1934
311162	800871	03/26/1921	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	20	NE	1934
311163	743001	04/05/1920	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	22	SW	1934
311166	783439	11/22/1920	11/03/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	26	SE	1934
311167	783440	11/22/1920	11/03/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	018E	26	NW	1934
311169	741702	03/26/1920	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	28	SE	1934
311170	741703	03/26/1920	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	28	NW	1934
311171	783441	11/22/1920	10/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	28	SW	1934
311172	770345	08/30/1920	11/05/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	30	SE	1934
311174	803946	04/21/1921	11/08/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	32	NE	1934
311175	803947	04/21/1921	11/08/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	32	SE	1934

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311177	808806	06/02/1921	02/26/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	015E	12	SW	1934
311178	808807	06/02/1921	02/26/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	015E	12	SE	1934
311180	808808	06/02/1921	02/28/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	015E	12	NE	1934
311182	741704	03/26/1920	02/24/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	015E	24	NE	1934
311183	808809	06/02/1921	02/26/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	015E	24	SW	1934
311184	808810	06/02/1921	02/26/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	015E	24	SE	1934
311190	841021	01/05/1922	03/26/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	10	NW	1934
311193	841022	01/05/1922	02/22/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	10	SW	1934
311198	808811	06/02/1921	02/26/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	18	SW	1934
311199	808812	06/21/1921	02/26/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	18	NW	1934
311200	908152	06/04/1923	02/24/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	18	SE	1934
311201	741705	03/26/1920	02/24/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	18	NE	1934
311202	848080	02/09/1922	02/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	4	NE	1934
311206	848081	02/09/1922	02/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	6	SW	1934
311207	848082	02/09/1922	02/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	6	SE	1934
311208	848083	02/09/1922	02/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	6	NW	1934
311209	800872	03/26/1921	02/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	6	NE	1934
311210	865572	06/02/1922	01/01/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	8	SW	1934
311214	743433	04/06/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	12	SW	1934

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AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311215	743434	04/06/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	12	SW	1934
311216	743435	04/06/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	017E	12	SE	1934
311218	848084	02/09/1922	03/25/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	4	NE	1934
311219	743436	04/06/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	4	SW	1934
311220	743437	04/06/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	4	NW	1934
311221	743438	04/06/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	4	SE	1934
311222	741706	03/26/1920	01/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	6	SW	1934
311223	741707	03/26/1920	01/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	6	NW	1934
311224	741708	03/26/1920	01/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	6	SE	1934
311225	741709	03/26/1920	01/27/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	6	NE	1934
311227	743439	04/06/1920	01/29/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	8	SE	1934
311228	743440	04/06/1920	03/25/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	8	NW	1934
311229	743441	04/06/1920	03/25/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	8	SW	1934
311230	805715	05/09/1921	09/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	10	SW	1934
311231	805716	05/09/1921	09/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	10	SE	1934
311232	805717	05/09/1921	09/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	10	NW	1934
311233	907051	05/22/1923	09/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	10	NE	1934
311246	805718	05/09/1921	09/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	34	NE	1934
311247	907053	05/22/1923	09/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	34	SE	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority		Location					Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311249	805719	05/09/1921	09/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	018E	34	SW	1934
311250	746477	04/21/1920	01/22/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	6	NW	1934
311251	746478	04/21/1920	01/22/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	6	NE	1934
311252	746479	04/21/1920	01/22/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	6	SW	1934
311253	746480	04/21/1920	01/22/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	6	SE	1934
311260	783808	11/26/1920	09/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	32	SW	1934
311261	783809	11/26/1920	09/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	32	SE	1934
311262	783810	11/26/1920	09/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	32	NW	1934
311264	743002	04/05/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	34	SE	1934
311265	743003	04/05/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	34	NE	1934
311266	857293	04/04/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	34	SW	1934
311267	743004	04/05/1920	09/28/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	34	NW	1934
311270	743005	04/05/1920	09/30/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	6	SE	1934
311271	743006	04/05/1920	09/30/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	8	SE	1934
311272	743007	04/05/1920	09/30/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	8	NW	1934
311274	743008	04/05/1920	09/30/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	8	N2 & SESW	1934
311279	846353	02/01/1922	09/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	14	NW	1934
311280	846354	02/01/1922	09/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	14	SE	1934
311281	846355	02/01/1922	09/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	14	SW	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority		Location				Reservation	
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311282	846356	02/01/1922	09/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	14	NE	1934
311283	743009	04/05/1920	10/05/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	18	SW	1934
311284	743010	04/05/1920	10/05/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	18	SE	1934
311286	743011	04/05/1920	10/05/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	18	NE	1934
311287	743012	04/05/1920	10/05/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	20	NE	1934
311288	741715	03/26/1920	10/05/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	20	NW	1934
311289	741716	03/26/1920	10/06/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	20	SW	1934
311290	741717	03/26/1920	10/06/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	20	SE	1934
311291	846357	02/01/1922	09/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	24	SW	1934
311294	846358	02/01/1922	09/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	020E	24	LOTS 1, 2, 7, 8	1934
311296	800873	03/26/1921	06/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	2	NE	1934
311298	800874	03/26/1921	06/09/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	2	SE	1934
311300	846359	02/01/1922	09/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	4	SE	1934
311301	741718	03/26/1920	06/23/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	4	N2 & SESW	1934
311310	916010	09/05/1923	06/09/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	12	SE	1934
311311	916011	09/05/1923	06/09/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	12	SW	1934
311312	907052	05/22/1923	06/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	12	NW	1934
311313	988603	11/06/1926	06/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	12	NE	1934
311324	803948	04/21/1921	11/25/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	20	SW	1934

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AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311356	783445	11/22/1920	12/29/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	12	NE	1934
311357	783446	11/22/1920	01/16/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	14	NE	1934
311360	809769	06/11/1921	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	18	SE	1934
311361	809770	06/11/1921	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	18	NE	1934
311362	809771	06/11/1921	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	18	NW	1934
311368	809772	06/11/1921	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	24	NW	1934
311369	809773	06/11/1921	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	24	NE	1934
311370	809774	06/11/1921	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	24	SW	1934
311371	809775	06/11/1921	01/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	24	N2 & SWSE	1934
311372	865576	06/02/1922	01/16/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	28	NE	1934
311373	865577	06/02/1922	01/06/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	28	SW	1934
311374	865578	06/02/1922	01/06/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	28	NW	1934
311390	808814	06/02/1921	12/17/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	019E	10	NE	1934
311393	783447	11/22/1920	12/29/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	019E	18	SW	1934
311394	783448	11/22/1920	12/29/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	019E	18	SE	1934
311396	783449	11/22/1920	01/10/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	019E	30	SW	1934
311397	783450	11/22/1920	01/10/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	019E	30	NW	1934
311398	783451	11/20/1920	01/10/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	019E	30	NE	1934
311399	783452	11/22/1920	01/10/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	019E	30	SE	1934

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AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311331	846360	02/01/1922	09/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	021E	30	NW	1934
311336	809762	06/11/1921	02/18/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	016E	24	SW	1934
311337	809763	06/11/1921	02/18/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	016E	26	NE	1934
311338	809764	06/11/1921	02/18/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	016E	26	SE	1934
311340	783442	11/22/1920	02/12/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	016E	26	SW	1934
311341	809765	06/11/1921	02/18/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	30	SW	1934
311342	809766	06/11/1921	02/18/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	30	SE	1934
311343	809767	06/11/1921	02/18/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	30	NW	1934
311344	809768	06/11/1921	02/18/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	30	NE	1934
311345	848085	02/09/1922	02/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	32	NE	1934
311346	848086	02/09/1922	02/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	32	SE	1934
311347	848087	02/09/1922	02/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	32	NW	1934
311348	848088	02/09/1922	02/14/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	017E	32	SW	1934
311350	865573	06/02/1922	02/06/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	2	NW	1934
311351	865574	06/02/1922	01/06/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	2	SE	1934
311352	865575	06/02/1922	01/06/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	2	NE	1934
311353	808813	06/02/1921	12/29/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	12	SW	1934
311354	783443	11/22/1920	12/29/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	12	NW	1934
311355	783444	11/22/1920	12/29/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	12	SE	1934

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AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311400	905401	05/05/1923	03/27/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	2	SW	1934
311401	905402	05/05/1923	05/26/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	2	SE	1934
311402	828194	10/11/1921	05/26/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	2	NE	1934
311403	905403	05/05/1923	05/16/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	2	NW	1934
311404	783453	11/22/1920	12/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	6	NE	1934
311405	783795	11/26/1920	06/16/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	12	NE	1934
311406	741710	03/26/1920	05/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	12	SW	1934
311407	911452	07/12/1923	05/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	12	SE	1934
311408	911453	07/12/1923	05/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	14	NW	1934
311409	911454	07/12/1923	03/27/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	14	NE	1934
311410	828195	10/11/1921	05/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	14	SE	1934
311411	911455	07/12/1923	05/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	14	SW	1934
311412	783796	11/26/1920	06/16/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	18	SW	1934
311414	783797	11/26/1920	06/16/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	18	SE	1934
311415	783511	11/23/1920	06/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	20	SW	1934
311416	783512	11/23/1920	06/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	20	NE	1934
311417	783513	11/23/1920	06/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	20	NW	1934
311418	783514	11/23/1920	06/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	20	SE	1934
311419	865579	06/02/1922	06/19/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	22	SE	1934

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AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311421	783798	11/02/1920	06/19/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	22	NW	1934
311423	783799	11/26/1920	06/16/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	24	NW	1934
311424	783800	11/26/1920	06/16/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	24	NE	1934
311425	916012	09/05/1923	06/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	24	SW	1934
311426	783515	11/23/1920	06/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	24	SE	1934
311427	988198	10/30/1926	06/19/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	26	SE	1934
311428	988199	10/30/1926	06/19/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	26	NE	1934
311429	832419	11/15/1921	06/19/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	26	SW	1934
311430	783516	11/23/1920	06/19/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	26	NW	1934
311431	783517	11/23/1920	06/19/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	28	SE	1934
311432	783518	11/23/1920	06/19/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	28	SW	1934
311433	783519	11/23/1920	06/19/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	28	NW	1934
311434	783520	11/23/1920	06/19/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	28	NE	1934
311435	783521	11/23/1920	06/19/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	30	NW	1934
311436	988200	10/30/1936	06/19/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	30	NE	1934
311437	783522	11/23/1920	06/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	30	SE	1934
311438	783523	11/23/1920	06/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	020E	30	SW	1934
311447	828196	10/11/1921	05/10/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	8	NE	1934
311448	783524	11/23/1920	05/10/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	8	N2 & SWSW	1934

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AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311449	783525	11/23/1920	05/10/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	8	NW	1934
311450	783526	11/23/1920	05/10/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	8	SE	1934
311455	959781	05/23/1925	06/07/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	12	SE	1934
311456	959782	05/23/1925	06/07/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	12	NW	1934
311457	959783	05/23/1925	06/07/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	12	NE	1934
311461	783454	11/22/1920	05/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	14	SE	1934
311462	1220324	11/26/1920	06/16/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	18	NW	1934
311463	741719	03/26/1920	05/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	20	NE	1934
311464	741720	03/26/1920	05/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	20	SW	1934
311466	741721	03/26/1920	05/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	20	NW	1934
311467	783455	11/22/1920	05/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	22	NW	1934
311468	783456	11/22/1920	05/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	22	NE	1934
311470	783457	11/22/1920	05/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	22	SE	1934
311471	783458	11/22/1920	05/18/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	24	NW	1934
311475	959784	05/23/1925	06/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	26	NE	1934
311476	988604	11/06/1926	06/12/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	26	SE	1934
311479	783527	11/23/1920	05/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	32	SE	1934
311480	770336	08/30/1920	05/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	28	SE	1934
311481	770337	08/30/1920	05/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	28	SW	1934

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AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311482	956065	03/26/1925	05/10/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	28	NW	1934
311487	783528	11/23/1920	05/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	32	NW	1934
311488	783529	11/23/1920	05/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	32	NE	1934
311489	828197	10/11/1921	05/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	32	SW	1934
311490	770338	08/30/1920	05/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	28	NE	1934
311491	770339	08/30/1920	05/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	34	SE	1934
311492	770340	08/30/1920	05/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	34	SW	1934
311493	770341	08/30/1920	05/22/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	021E	34	NW	1934
311495	965355	08/19/1925	12/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	018E	14	NW	1934
311496	963458	07/22/1925	12/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	018E	12	SE	1934
311497 ^c	887401	11/13/1922	12/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	018E	12	NE	1882 & 1934
311508	841023	01/05/1922	12/08/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	018E	24	NW	1934
311509	841024	01/05/1922	12/08/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	018E	24	SW	1934
311510	841025	01/05/1922	12/08/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	018E	24	SE	1934
311511	841026	01/05/1922	12/08/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	018E	24	W2NE & SENE	1934
311519 ^c	783460	11/22/1920	02/05/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	10	NW	1882 & 1934
311520 ^c	783461	11/22/1920	02/05/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	10	NE	1882 & 1934
311521	800875	03/26/1921	02/05/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	10	SE	1934
311522	783462	11/22/1920	02/05/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	10	SW	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311523	841027	01/05/1922	02/03/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	12	SW	1934
311525	783463	11/22/1920	02/05/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	12	SE	1934
311526 ^c	783464	11/22/1920	02/05/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	12	NE	1882 & 1934
311527 A	862392	05/15/1922	12/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	18	LOT 1 & 2	1934
311527 B	862392	05/15/1922	12/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	18	E NW	1934
311528	862393	05/15/1922	12/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	18	NE	1934
311529	862394	05/15/1922	12/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	18	SE	1934
311530	862395	05/15/1922	12/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	18	SW	1934
311531	770960	09/02/1920	12/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	20	SW	1934
311532	977064	04/03/1926	03/29/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	20	SE	1934
311533	770961	09/02/1920	12/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	20	NE	1934
311534	770962	09/02/1920	12/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	20	NW	1934
311535	770963	09/02/1920	12/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	22	NW	1934
311536	770964	09/02/1920	12/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	22	NE	1934
311537	770965	09/02/1920	12/23/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	22	SE	1934
311538	808815	06/02/1921	12/23/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	22	SW	1934
311542	800876	03/26/1921	12/27/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	26	SE	1934
311543	770966	09/02/1920	12/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	28	SE	1934
311544	770967	09/02/1920	12/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	28	SW	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority		Location				Reservation	
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311545	770968	09/02/1920	12/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	28	NW	1934
311546	741635	03/26/1920	12/23/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	28	NE	1934
311548	741636	03/26/1920	12/23/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	34	SW	1934
311549	741637	03/26/1920	12/23/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	34	SE	1934
311550	954624	03/05/1925	12/23/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	019E	34	NW	1934
311552	770346	08/30/1920	12/17/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	020E	18	NW	1934
311556	848107	02/09/1922	02/09/1910	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	020E	20	SE	1934
311562	783465	11/22/1920	12/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	020E	32	SE	1934
311563	783466	11/22/1920	12/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	020E	32	SW	1934
311565	978722	05/04/1926	12/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	020E	32	NE	1934
311566	905404	05/05/1923	03/27/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	020E	34	SW	1934
311568	905405	05/05/1923	03/28/1912	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	020E	34	SE	1934
311570	964308	08/04/1925	06/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	12	NE	1882 & 1934
311571	964309	08/04/1925	06/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	12	SE	1934
311574	783467	11/22/1920	06/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	8	SW	1934
311575	800877	03/26/1921	06/11/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	8	SE	1934
311576	954625	03/05/1925	05/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	20	SW	1934
311577	954626	03/05/1925	05/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	20	SE	1934
311578	954627	03/05/1925	05/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	20	NW	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
311579	954628	03/05/1925	05/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	20	NW	1934
311581	958128	04/22/1925	05/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	22	SE	1934
311582	841028	01/05/1922	05/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	22	NW	1934
311583	783468	11/22/1920	05/20/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	22	NE	1934
311586	828198	10/11/1921	06/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	24	NE	1934
311589	783469	11/22/1920	06/10/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	26	NW	1934
311592	741722	03/26/1920	06/10/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	28	NE	1934
311593	741723	03/26/1920	06/10/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	28	SE	1934
311594	954629	03/05/1925	05/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	30	SE	1934
311595	954630	03/05/1925	05/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	30	NW	1934
311597	783470	11/22/1920	05/14/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	30	SW	1934
311600	800878	03/26/1921	06/07/1909	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	021E	34	SW	1934
322007	783533	11/23/1920	03/04/1913	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	019E	24	NW	1934
327962	741724	03/26/1920	07/29/1915	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	9	NW	1934
327964	679189	05/27/1919	07/29/1915	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	5	NE	1934
327969	1095594	02/14/1938	07/29/1915	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	031E	19	NE	1934
327970	645426	08/22/1918	07/29/1915	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	19	E2E2	1934
327972	741725	03/26/1920	07/29/1915	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	5	NW	1934
327973	741643	03/26/1920	07/29/1915	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	3	NW	1934

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
327974	679190	05/27/1919	07/29/1915	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	25	E2E2	1934
327976	743442	04/06/1920	07/29/1915	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	25	W2E2	1934
327977	718626	11/12/1919	07/29/1915	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	22	NW	1934
341859	741789	03/26/1920	05/02/1919	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	031E	28	NWSW & S2SW & SWNW	1934
341893	741713	03/26/1920	02/27/1919	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	029E	4	SW	1934
341918	741714	03/26/1920	02/27/1919	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	31	NW	1934
344560	860991	04/26/1922	03/28/1919	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	031E	34	LOTS 1, 2, 3, 4	1934
349097	853557	03/07/1922	07/15/1921	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	031E	28	NENW & SWNE & N2NE	1934
349098	942552	08/08/1924	08/09/1920	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	029E	10	NW	1934
349127	857979	04/10/1922	05/27/1920	Public Domain	Agricultural	General Allotment Act, Sec. 4	022N	029E	26	NENE	1934
350095	848108	02/09/1922	04/10/1919	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	028E	6	LOTS 3, 4, 5 & SENW	1934
351644	849865	02/18/1922	05/20/1921	Public Domain	Grazing	General Allotment Act, Sec. 4	021N	019E	30	NE	1934
351736	911456	07/12/1923	06/04/1921	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	031E	10	LOTS 1, 2, 3 & 4	1934
352385	860992	04/26/1922	10/20/1921	Public Domain	Grazing	General Allotment Act, Sec. 4	024N	017E	28	N2SE & S2NE	1934
355252	957466	04/10/1925	03/23/1923	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	029E	25	E2E2W2	1934
355333	929898	01/24/1924	04/14/1923	Public Domain	Grazing	General Allotment Act, Sec. 4	028N	009E	24	SW	1934
355334	920481	10/12/1923	04/14/1923	Public Domain	Grazing	General Allotment Act, Sec. 4	028N	008E	8	SWNE & N2SE & SESE	1934
355475	981178	06/18/1926	04/13/1923	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	007E	30	S2NW & N2SW	1930
357103	1009036	11/04/1927	05/16/1924	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	022N	029E	25	W2W2	1934

Allotment & Patent Numbers		Date of Allotment			Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition	
357181	953399	02/14/1925	08/21/1924	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	16	W2W2	1934	
357182	953400	02/14/1925	08/21/1924	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	16	E2E2	1934	
357183	953401	02/14/1925	08/21/1924	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	16	W2E2	1934	
357184	955087	03/14/1925	08/21/1924	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	016E	16	E2W2	1934	
357356	959141	05/08/1925	10/05/1924	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	26	SE	1934	
357371	968675	11/02/1925	10/05/1924	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	018E	36	NW	1934	
357894	966697	09/23/1925	03/03/1925	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	031E	18	SE	1934	
357973	966695	09/23/1925	04/10/1925	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	030E	20	NE	1934	
357974	966696	09/23/1926	04/10/1925	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	030E	20	NW	1934	
358214	980239	06/03/1926	04/23/1925	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	030E	20	SE	1934	
358215	981768	06/29/1926	04/17/1925	Public Domain	Grazing	General Allotment Act, Sec. 4	029N	009E	28	SW	1934	
358303	980243	06/03/1926	06/02/1925	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	029E	18	LOTS 1, 2 & E2NW	1934	
358347	1010427	01/06/1928	04/25/1925	Public Domain	Grazing	General Allotment Act, Sec. 4	023N	029E	28	NW	1934	
358348	1010428	01/06/1928	04/25/1925	Public Domain	Agricultural	General Allotment Act, Sec. 4	023N	029E	4	SE	1934	
368374	1045169	03/26/1931	04/04/1930	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	14	SE	1934	
368375	1045170	03/26/1931	04/04/1930	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	10	SE	1934	
368376	1045171	03/26/1931	04/04/1930	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	10	NE	1934	
368377	1045172	03/26/1931	04/04/1930	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	10	SW	1934	
368378	1045173	03/26/1931	04/04/1930	Public Domain	Grazing	General Allotment Act, Sec. 4	022N	030E	10	NW	1934	

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
310827	1046046	05/01/1931	Unknown	Public Domain	Unknown	Indian Homestead Act	022N	029E	25	N2SWNW & W2E2SW & SWNW & W2SEW	1934
358379	1041485	10/20/1930	04/13/1923	Public Domain	Agricultural & Grazing	Act of June 25, 1910, Sec. 31, 36 Stat. 855	029N	007E	20	NE	1930
358421	1033120	12/17/1929	04/13/1923	Public Domain	Grazing	Act of June 25, 1910, Sec. 31, 36 Stat. 855	029N	007E	20	SW	1930
363623	1036822	05/05/1930	02/25/1928	Public Domain	Agricultural & Grazing	Act of June 25, 1910, Sec. 31, 36 Stat. 855	029N	007E	16	W2W2	1930
324218	02-0-90-0015	05/04/1990	04/17/1893	Public Domain	Unknown	General Allotment Act, Sec. 4	032N	09E	12	Tract 37	1900
324219	02-0-90-0014	05/04/1990	04/17/1893	Public Domain	Unknown	General Allotment Act, Sec. 4	032N	09E	12	Tract 38	1900
3032 ^d		05/25/1939	12/15/1909	Public Domain	Grazing	General Allotment Act, Sec. 4 & Act of June 30, 1932, 47 Stat. 474	022N	030E	29	N SW & S SW	1934
AR 50	MV-0582-012	05/23/1905	Unknown	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	032N	011E	32	LOT 37	1900
AR 51 / Tract 38	MV-0582-013	05/23/1905	07/19/1892	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	032N	011E	32	LOT 38	1900
AR 51 / Tract 39	MV-0582-013	05/23/1905	07/19/1892	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	032N	011E	32	LOT 39	1900
AR 52 / Tract 42	MV-0582-014	05/23/1905	Unknown	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	032N	011E	32	LOT 42	1900
AR 52 / Tract 42	MV-0582-014	05/23/1905	Unknown	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	031N	011E	5	LOT 42	1900
AR 53 / Tract 40	MV-0582-015	05/23/1905	Unknown	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	032N	011E	32	LOT 40	1900
AR 54 / Tract 41	MV-0582-016+046	05/23/1905	04/13/1893	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	032N	011E	32	LOT 41	1900
AR 54 / Tract 41	MV-0582-016+046	05/23/1905	04/13/1893	Public Domain	Agricultural & Grazing	General Allotment Act, Sec. 4	031N	011E	5	LOT 41	1900
PR 55	MV-0702-390	12/19/1907	Unknown	Public Domain	Unknown	General Allotment Act, Sec. 4	026N	030E	22	E2NE	EO of 1907, Amended 1908
PR 56	558642	12/14/1919	Unknown	Public Domain	Unknown	General Allotment Act, Sec. 4	026N	030E	14	E2SW	EO of 1907, Amended 1908
PR 59	21037	10/12/1908	Unknown	Public Domain	Unknown	General Allotment Act, Sec. 4	026N	030E	14	LOTS 5, 7 & W2SW	EO of 1907, Amended 1908

Allotment & Patent Numbers		Date of Allotment		Type, Purpose, and Authority			Location				Reservation
AZ Allotment No.	Patent No.	Patent Date	Application Date	Type of Allotment	Purpose	Congressional Authority	Township	Range	Section	Quarter Section	Surrounding Year of Acquisition
PR 62	1057016	08/23/1932	Unknown	Public Domain	Unknown	General Allotment Act, Sec. 4	025N	030E	12	SWNE & E2NW & NESW	EO of 1907, Amended 1908

c. Allotments 311497, 311519, 311520, 311526, and 311570 were issued pursuant to Section 4 of the General Allotment Act between 1909 and 1910 but are partially located within an area made a part of the Navajo Reservation in 1882. Accordingly, for those portions of the Allotments that lie within the area added to the Reservation in 1934, the United States will claim water rights for the Allotments as Public Domain Allotments. For those portions of the Allotments that lie within the area added to the Reservation in 1882, the United States will claim water rights for these Allotments as Reservation Allotments.

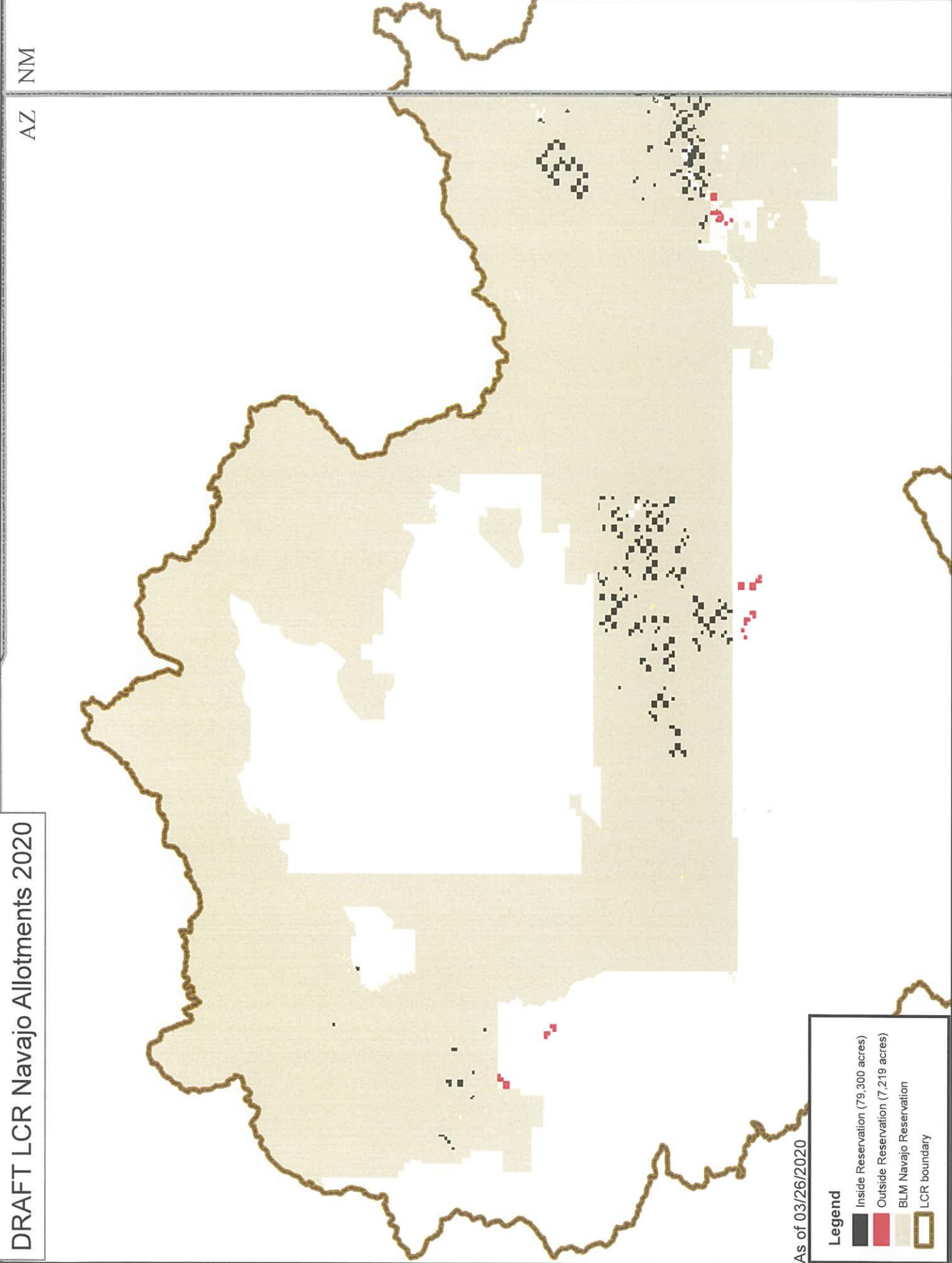
d. Allotment 3032 encompasses land previously included in Allotment 310161 and sold by the allottee to another Indian pursuant to the Act of June 30, 1932.

EXHIBIT 3.1.132a

ATTACHED

EXHIBIT 3.1.132a Map of 51 Public Domain Allotments outside the Navajo Reservation

DRAFT LCR Navajo Allotments 2020



As of 03/26/2020

- Legend**
- Inside Reservation (79,300 acres)
 - Outside Reservation (7,219 acres)
 - BLM Navajo Reservation
 - LCR boundary

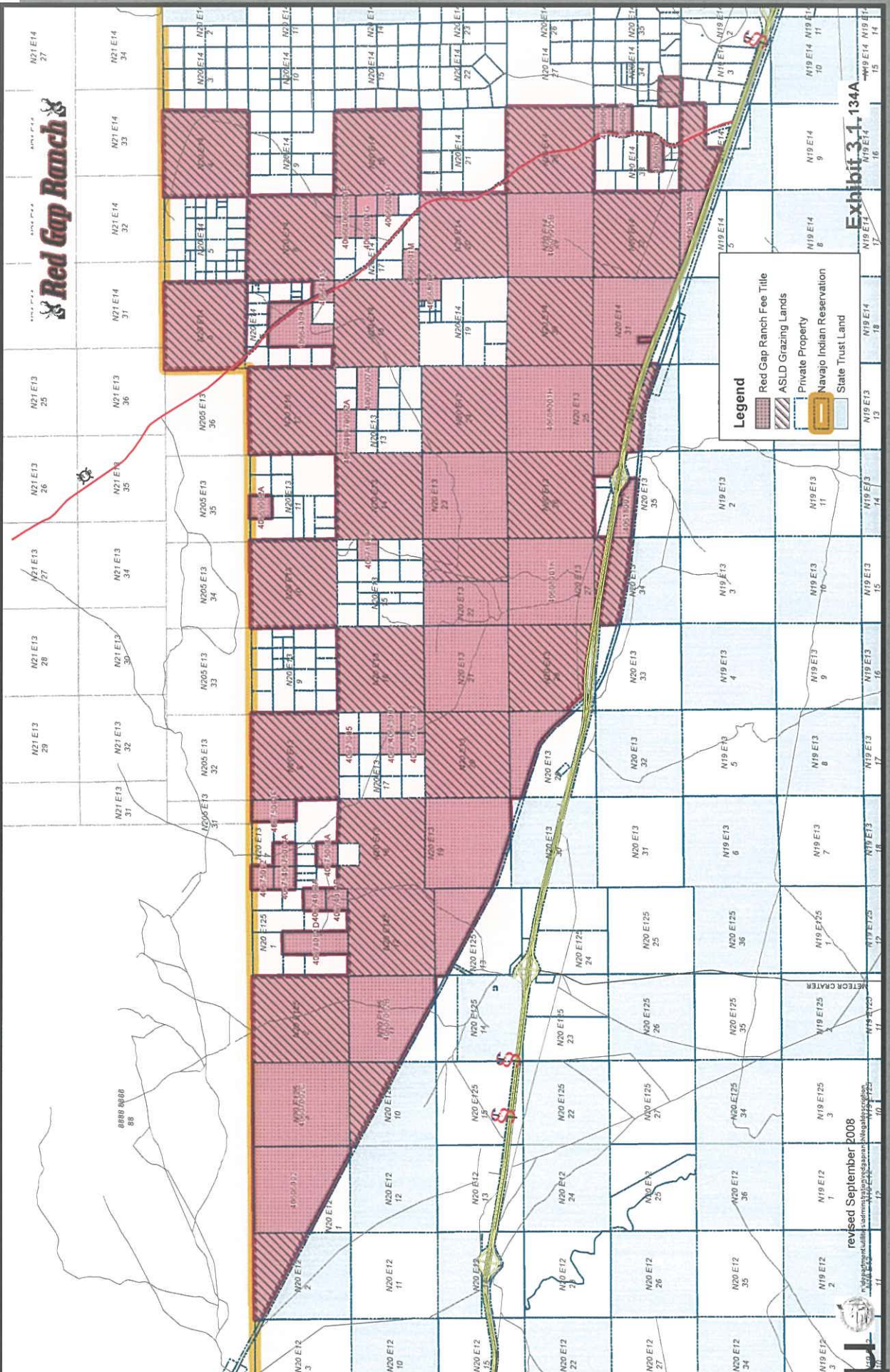
EXHIBIT 3.1.132b

**AVAILABLE UPON REQUEST AT THE
ATTORNEY GENERAL'S OFFICE**

Abstract of 51 Public Domain Allotments outside the Navajo Reservation

EXHIBIT 3.1.134a

ATTACHED



Legend






-  Red Gap Ranch Fee Title
-  ASLD Grazing Lands
-  Private Property
-  Navajo Indian Reservation
-  State Trust Land

Exhibit 3.1.134A

revised September 2008



EXHIBIT 3.1.134b

ATTACHED

LEGAL DESCRIPTION OF RED GAP RANCH LANDS

PARCEL NO. 1

THAT PORTION OF SECTION 1, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, LOCATED IN TOWNSHIP 20 NORTH, RANGE 12 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;
EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 2:

THAT PORTION OF SECTION 11, AND SECTION 13 LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, LOCATED IN TOWNSHIP 20 NORTH, RANGE 12 ½ EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 3:

ALL OF SECTION 3, TOWNSHIP 20 NORTH, RANGE 12 ½ EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 4:

ALL OF SECTION 23, AND SECTION 25, TOWNSHIP 20 NORTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 14/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 5:

ALL OF SECTIONS 21 AND 27; THE WEST HALF OF SECTION 22; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, AND THOSE PORTIONS OF SECTIONS 19, 29 AND 33, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, LOCATED IN TOWNSHIP 20 NORTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN INTERSTATE HIGHWAY 40 AS SET FORTH IN FINAL ORDER OF CONDEMNATION RECORDED MAY 29, 1974 IN DOCKET 507, PAGE 476, AND IN DOCKET 507, PAGE 520, RECORDS OF COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 6:

ALL OF SECTION 29 AND THAT PORTION OF SECTION 31, LYING NORTH OF THE NORTH RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, LOCATED IN TOWNSHIP 20 NORTH, RANGE 14 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPTING THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31;

FURTHER EXCEPTING THEREFROM ANY PORTION OF SECTION 31 LYING WITHIN INTERSTATE HIGHWAY 40 AS SET FORTH IN FINAL ORDER OF CONDEMNATION RECORDED MAY 29, 1974 IN DOCKET 507, PAGE 476, AND IN DOCKET 507, PAGE 520, RECORDS OF COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 7:

THAT PORTION OF SECTION 5 LYING NORTH OF THE NORTH RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, LOCATED IN TOWNSHIP 19 NORTH, RANGE 14 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN INTERSTATE HIGHWAY 40 AS SET FORTH IN FINAL ORDER OF CONDEMNATION RECORDED MAY 29, 1974 IN DOCKET 507, PAGE 476, AND IN DOCKET 507, PAGE 520, RECORDS OF COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 8:

THAT PORTION OF SECTION 35 LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, LOCATED IN TOWNSHIP 20 NORTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT A RECTANGULAR PARCEL OF LAND 210 FEET BY 622.29 FEET LOCATED IN THE NORTHWEST QUARTER OF SAID SECTION 35, BOUNDED BY LINES MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 35, SAID CORNER BEING A GOVERNMENT LAND OFFICE STANDARD BRASS CAP MARKER, THE COMMON CORNER OF SECTION 26, 27, 34 AND 35 IN SAID TOWNSHIP AND RANGE;

THENCE SOUTH 0° 03' 30" EAST ALONG THE WEST BOUNDARY OF SAID SECTION 35, A DISTANCE OF 1162.05 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF THE RIGHT OF WAY OF THE NEWLY CONSTRUCTED HIGHWAY 66;

THENCE SOUTH 79° 52' EAST ALONG THE SOUTHERLY BOUNDARY OF THE HIGHWAY RIGHT OF WAY A DISTANCE OF 2017.35 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SAID SOUTHERLY BOUNDARY OF THE HIGHWAY RIGHT OF WAY,

SOUTH 79° 52' EAST A DISTANCE OF 622.29 FEET;
THENCE SOUTH 10° 08' WEST A DISTANCE OF 210 FEET;
THENCE NORTH 79° 52' WEST A DISTANCE OF 622.29 FEET;
THENCE NORTH 10° 08' EAST A DISTANCE OF 210 FEET MORE OR LESS, TO THE TRUE POINT OF BEGINNING; AND

EXCEPT THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 35;
THENCE ALONG THE NORTH LINE OF SAID SECTION 35, SOUTH 89° 51' 44" EAST 3764.11 FEET;
THENCE SOUTH 0° 00' 15" EAST 1021.80 FEET TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 40 (FLAGSTAFF HOLBROOK HIGHWAY);
THENCE ALONG SAID EXISTING HIGHWAY RIGHT OF WAY LINE OF THE FOLLOWING THREE COURSES:

- (1) NORTH 79° 52' 00" WEST 350.00 FEET;
- (2) SOUTH 70° 18' 22" WEST 864.52 FEET;
- (3) NORTH 79° 52' 00" WEST 2646.41 FEET TO THE WEST LINE OF SAID SECTION 35;

THENCE ALONG SAID WEST SECTION LINE NORTH 0° 02' 25" WEST 794.99 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION OF THE EAST HALF OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 40 (FLAGSTAFF-HOLBROOK HIGHWAY) WITH THE EAST LINE OF SAID SECTION 35, WHICH POINT IS SOUTH 0° 00' 15" EAST 2091.92 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 35;

THENCE ALONG THE AFORESAID EAST LINE OF SECTION 35, SOUTH 0° 00' 15" EAST 639.33 FEET TO THE EXISTING NORTHERLY LINE OF THE 200.00 FOOT RIGHT OF WAY OF THE A.T.&S.F. RAILWAY COMPANY;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 84° 12' 45" WEST 1728.49 FEET;
THENCE NORTH 0° 00' 15" WEST 376.59 FEET TO THE AFORESAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 40;

THENCE ALONG SAID HIGHWAY RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES:

- (1) SOUTH 79° 52' 00" EAST 35.00 FEET;
- (2) NORTH 72° 20' 34" EAST 836.48 FEET;
- (3) SOUTH 79° 52' 00" EAST 739.40 FEET;
- (4) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 34,227.48 FEET, A DISTANCE OF 162.87 FEET TO THE POINT OF BEGINNING;

AND FURTHER EXCEPTING THEREFROM ANY PORTION LYING WITHIN INTERSTATE HIGHWAY 40 AS SET FORTH IN FINAL ORDER OF CONDEMNATION RECORDED MAY 29, 1974 IN DOCKET 507, PAGE 476, AND IN DOCKET 507, PAGE 520, RECORDS OF COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 9:

THE EAST HALF OF THE SOUTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST

QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 7, TOWNSHIP 20 NORTH, RANGE 14 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN THE WINSLOW-GRAY MOUNTAIN HIGHWAY, AS SET FORTH IN FINAL ORDER OF CONDEMNATION RECORDED IN DOCKET 576, PAGE 21, RECORDS OF COCONINO COUNTY, ARIZONA;

AND EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS, AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, AND BOOK 25 OF OFFICIAL RECORDS, PAGE 494, AND BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 10:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 14 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN THE WINSLOW-GRAY MOUNTAIN HIGHWAY, AS SET FORTH IN FINAL ORDER OF CONDEMNATION RECORDED IN DOCKET 576, PAGE 21, RECORDS OF COCONINO COUNTY, ARIZONA;

AND EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS, AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, AND BOOK 25 OF OFFICIAL RECORDS, PAGE 494, AND BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 11:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 14 EAST; OF THE GILA AND SALT RIVER BASE AND COCONINO, MARICOPA COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 12:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 20 NORTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 13:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 NORTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 14:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 NORTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 15:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 NORTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 16

THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 17:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 13 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS, AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, AND BOOK 25 OF OFFICIAL RECORDS, PAGE 494, AND BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 18:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 13 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS, AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, AND BOOK 25 OF OFFICIAL RECORDS, PAGE 494, AND BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 19:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 13 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS, AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, AND BOOK 25 OF OFFICIAL RECORDS,

PAGE 494, AND BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 20:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST IN ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 21:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST IN ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 22:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 12 ½ EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST IN ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 23:

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 12 ½ EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST IN ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA; AND

EXCEPT ALL COAL, OIL, GAS AND MINERALS AS RESERVED IN INSTRUMENT RECORDED AUGUST 18, 1970 IN DOCKET 365, PAGE 225, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 24:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 12 ½ EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT THE NORTH, SOUTH, EAST AND WEST 15 FEET, AS CONVEYED TO COCONINO COUNTY BY DEED RECORDED IN DOCKET 425, PAGE 291.

EXCEPT 15/16TH INTEREST IN ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN

INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 25:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 12 1/2 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST IN ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 26:

LOT 1, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 13 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST IN ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 27:

LOT 4 OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 13 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS, AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, AND BOOK 25 OF OFFICIAL RECORDS, PAGE 494, AND BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 28:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 13 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS, AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, AND BOOK 25 OF OFFICIAL RECORDS, PAGE 494, AND BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 29:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 13 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPT 15/16TH INTEREST OF ALL OIL, GAS, HYDROCARBON AND MINERALS, AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, AND BOOK 25 OF OFFICIAL RECORDS, PAGE 494, AND BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 30:

LOTS 1, 5 AND 9, OF POSEN RANCH, A SUBDIVISION OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 14 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF COCONINO COUNTY, ARIZONA, RECORDED IN BOOK 4 OF SURVEYS, PAGE 95;

EXCEPT 15/16TH INTEREST IN ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL NO. 31:

LOTS 1, 2, 3, 4 AND 8, OF LITTLE RED-GAP RANCH, BEING A PORTION OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 14 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF COCONINO COUNTY, ARIZONA, RECORDED IN BOOK 5 OF SURVEYS, PAGE 36;

EXCEPT 15/16TH INTEREST IN ALL OIL, GAS, HYDROCARBON AND MINERALS AS RESERVED IN INSTRUMENTS RECORDED IN BOOK 68 OF DEEDS, PAGE 322, BOOK 25 OF OFFICIAL RECORDS, PAGE 494, BOOK 46 OF OFFICIAL RECORDS, PAGE 475, AND IN DOCKET 296, PAGE 57, RECORDS OF COCONINO COUNTY, ARIZONA;
AND

EXCEPT ALL COAL, OIL, GAS AND MINERALS AS RESERVED IN INSTRUMENT RECORDED APRIL 11, 1968 IN DOCKET 302, PAGE 343, RECORDS OF COCONINO COUNTY, ARIZONA.

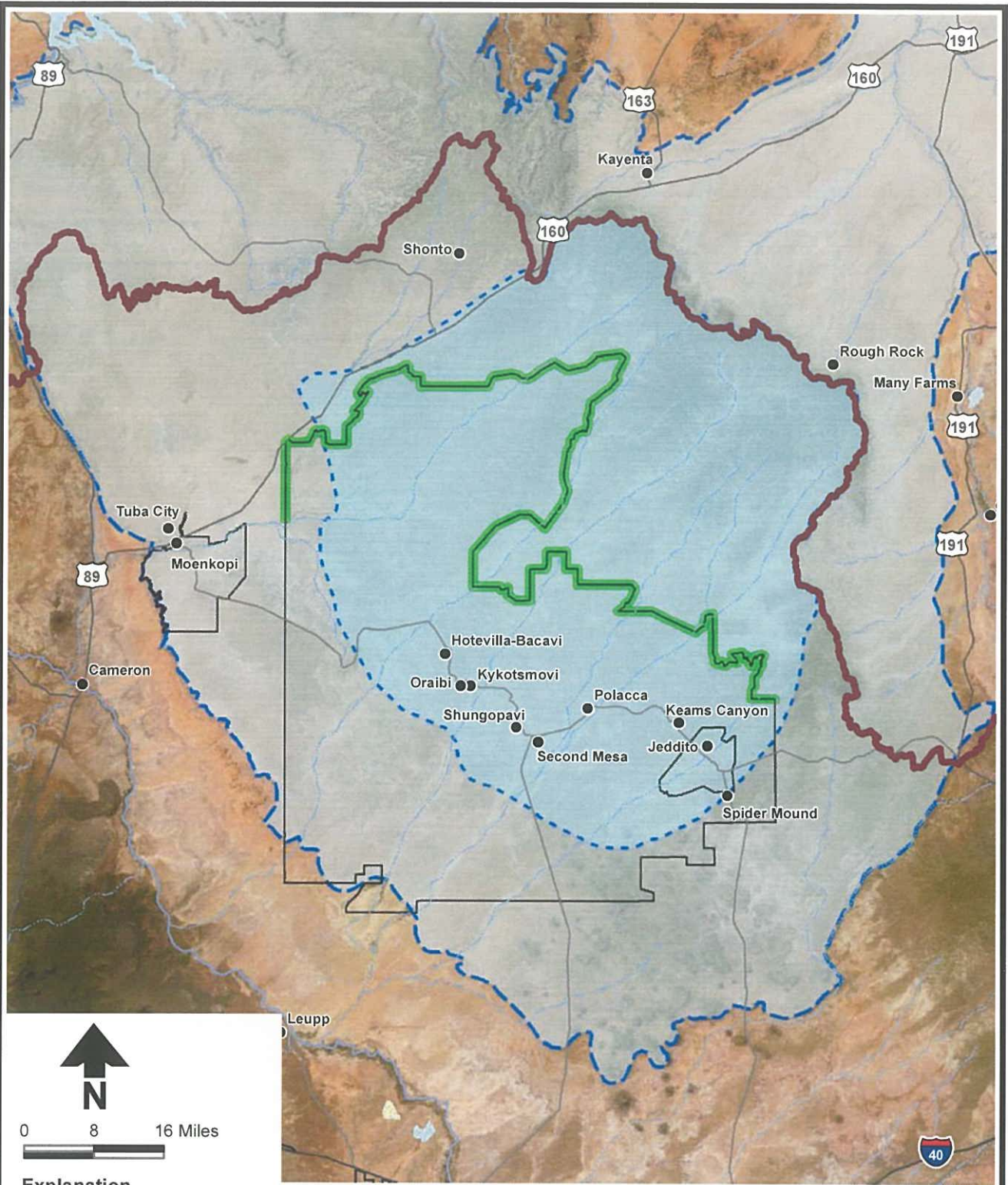
PARCEL OF APPROXIMATELY 46.6 ACRES

Lot 5, Section 7, Township 20 North, Range 13 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona. Parcel # 406-75-003A.

EXHIBIT 3.1.138

ATTACHED

C:\PROJECTS\HOPI_WATER_RIGHTS_SETTLEMENT\GIS\MXD\2024\EXHIBIT_N_AQUIFER_RESTRICTED_ZONE.MXD

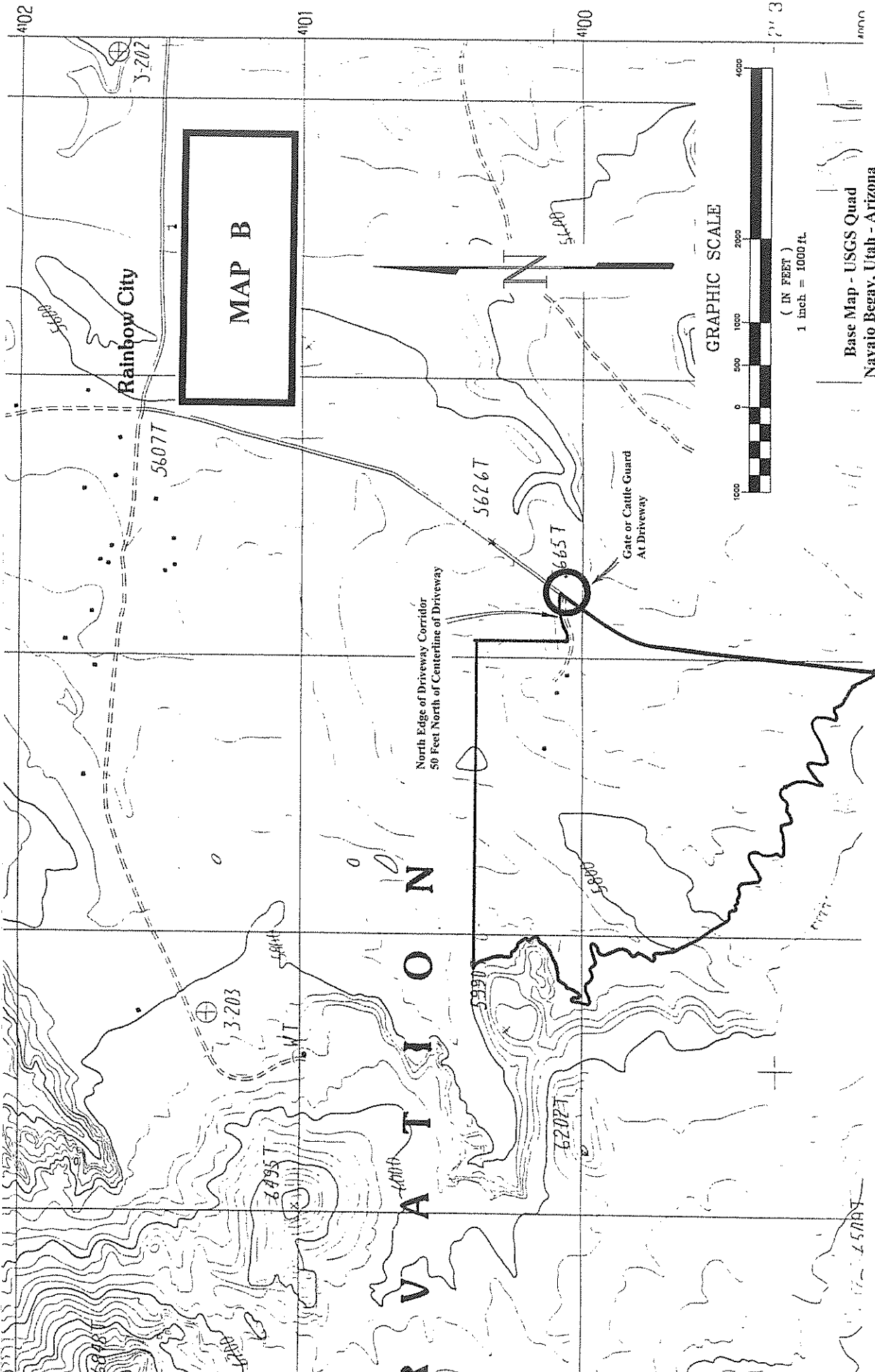


Explanation

- Town or village
- ▭ Little Colorado River (LCR) Basin boundary
- ▭ N Aquifer Restricted Zone
- ▭ Hopi Reservation
- ▭ Approximate N aquifer extent
- ▭ Approximate confined N aquifer extent

EXHIBIT 3.1.146

ATTACHED



MAP B

Rainbow City

North Edge of Driveway Corridor
50 Feet North of Centerline of Driveway

Gate or Cattle Guard
At Driveway

GRAPHIC SCALE



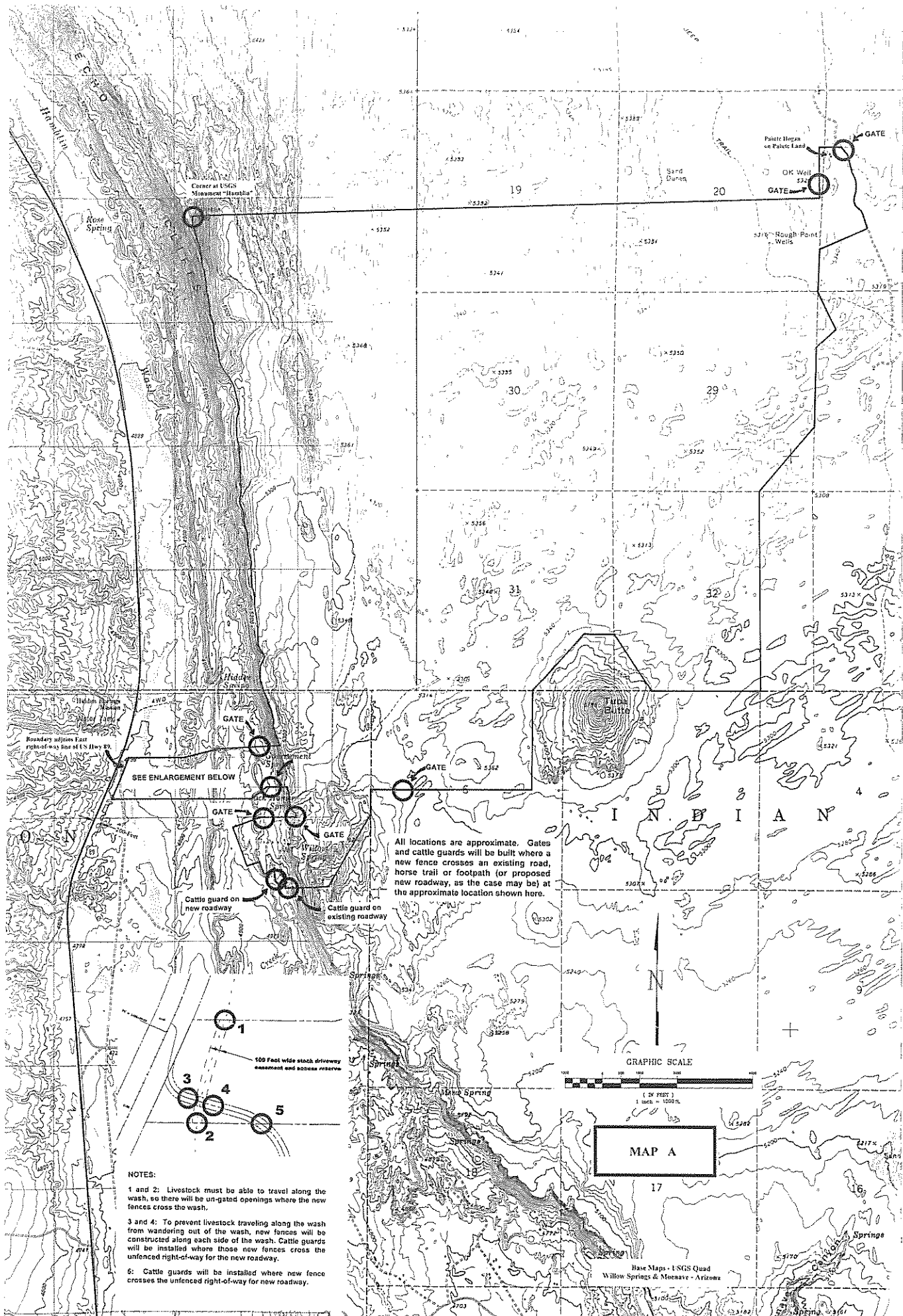
(IN FEET)
1 inch = 1000 ft.

Base Map - USGS Quad
Navajo Begay, Utah - Arizona
37110-A7-1F-024

96022

EXHIBIT 3.1.147

ATTACHED



Corner at USGS Monument "Havilla"

Pointe Hagan on Private Land

OK Well 522

5218 - Rough Point Wells

Boundary follows East right-of-way line of US Hwy 89

SEE ENLARGEMENT BELOW

Cattle guard on new roadway

Cattle guard on existing roadway

All locations are approximate. Gates and cattle guards will be built where a new fence crosses an existing road, horse trail or footpath (or proposed new roadway, as the case may be) at the approximate location shown here.



MAP A

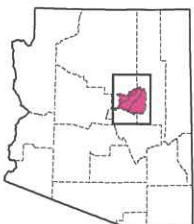
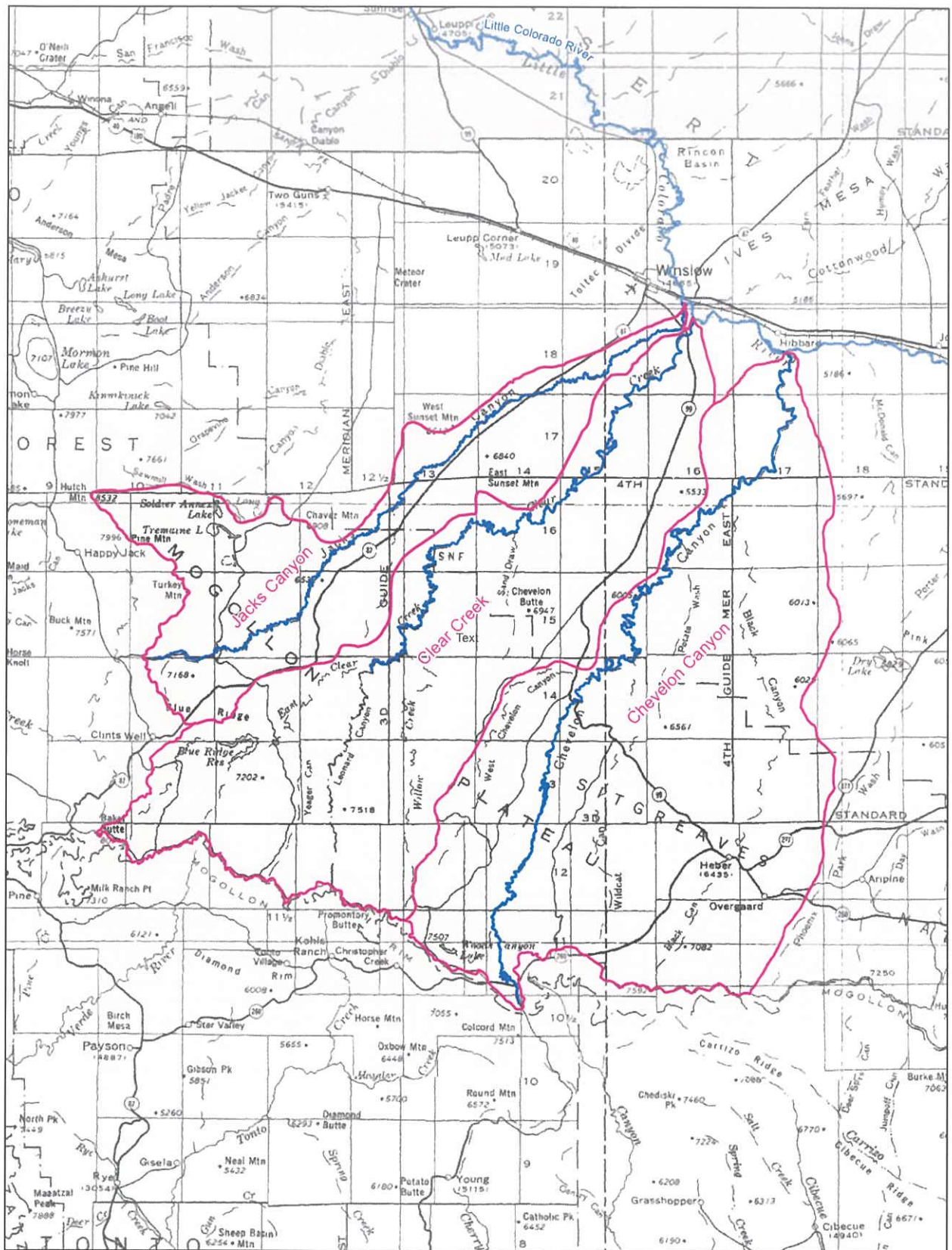
NOTES:

- 1 and 2: Livestock must be able to travel along the wash, so there will be un-gated openings where the new fences cross the wash.
- 3 and 4: To prevent livestock traveling along the wash from wandering out of the wash, new fences will be constructed along each side of the wash. Cattle guards will be installed where those new fences cross the unfenced right-of-way for the new roadway.
- 5: Cattle guards will be installed where new fence crosses the unfenced right-of-way for new roadway.

Base Maps - USGS Quad Willow Springs & Moenave - Arizona

EXHIBIT 3.1.156

ATTACHED



Legend

-  Major Stream
-  Reservation Lands in the LCR Adjudication Area
-  Three-Canyon Area Watersheds



Exhibit 3.1.156
Three-Canyon Area Map

Basemap: 1:500,000 USGS Topographic Map

EXHIBIT 3.1.161

ATTACHED

TURQUOISE RANCH PARCEL BOUNDARY DESCRIPTION

A tract of land situate in east half and the northwest quarter of Section 3, Township 19 North, Range 14 East, Gila and Salt River Meridian, as identify of Parcel 1 of Turquoise Ranch, Coconino County, State of Arizona, being more particularly described as follows:

Commence at the northeast section corner of Section 3, Township 19 North, Range 14 East, Gila and Salt River Meridian, a found U.S.G.L.O.S. brass cap dated 1917, from which the basis of bearing is the east section line of Section 3, Township 19 North, Range 14 East, Gila and Salt River Meridian, bears S 00° 14' 49" west, 2,801.87 feet, (Arizona Central Zone, True North), recorded in Book 7, Page 46C of Robert Beamish survey plat, surveyed May 15, 1989, said point being the point of beginning;

Thence S 00° 14' 49" W, a distance of 2,801.87 feet
Thence S 00° 09'25" W, a distance of 2,217.16 feet
Thence S 63° 24' 01" W, a distance of 41.94 feet
Thence S 70° 18' 56" W, a distance of 355.39 feet
Thence N 81° 45' 06" W, a distance of 362.71 feet
Thence N 71° 34' 17" W, a distance of 1,131.04 feet
Thence N 02° 53' 27" E, a distance of 2,366.13 feet
Thence N 69° 35' 27" w, a distance of 1,153.22 feet
Thence N 00° 00' 00" E, a distance of 2,023.55 feet
Thence S 89° 09' 28" E, a distance of 105.44 feet
Thence S 89° 09' 28" E, a distance of 415.91 feet
Thence S 89° 09' 28" E, a distance of 1,319.75 feet
Thence S 89° 09' 28" E, a distance of 908.43 feet
Thence S 89° 09' 28" E, a distance of 34.53
to the point of beginning.

Said tract of land contains more of less 253.79 acres.

Lot#97. A tract of land situate in the northeast quarter of the northeast quarter of Section 15, Township 20 North, Range 14 East, Gila and Salt River Meridian, in the vicinity of Turquoise Ranch Phase II, Coconino County, State of Arizona, being more particularly described as follows:

Commence at the southeast section corner of Section 10, Township 20 North, Range 14 East, Gila and Salt River Meridian, a found U.S.B.L.M. brass cap date 1947, said point being the point of beginning:

Thence S 00° 36' 22" E, a distance of 1,326.92 feet
Thence N 89° 43' 56" W, a distance of 1,323.43 feet
Thence N 00° 32: 00" W, a distance of 1,326.17 feet

Thence S 89° 45' 49" E, a distance of 1,321.73
To the point of beginning.

Said tract contains more or less 40.27 acres.

Lot #98. A tract of land situate in the Southeast quarter of the southeast quarter of Section 10, Township 20 North, Range 14 East, Gila and Salt River Meridian, in the vicinity of Turquoise Ranch Phase I, Coconino County, State of Arizona, being more particularly described as follows:

Commence at the southeast section corner of Section 10, Township 20 North, Range 14 East, Gila and Salt River Meridian, a found U.S.B.L.M. brass cap dated 1947, said point being the point of beginning:

Thence N 89° 45' 49" W, a distance of 1,321.73 feet
Thence N 00° 34' 38" E, a distance of 1,296.48 feet
Thence N 00° 34' 38" E, a distance of 30.00 feet
Thence S 89° 49' 38" E, a distance of 1,322.33 feet
Thence S 00° 36' 10" W, a distance of 30.00 feet
Thence S 00° 36' 10" W, a distance of 1,297.95 feet
To the point of beginning.

Said tract contains more or less 40.28 acres.

Lot # 134. A tract of land situate in the northwest quarter of the southwest quarter of Section 3, Township 20 North, Range 14 East, Gila and Salt River Meridian, in the vicinity of Turquoise Ranch Phase II, Coconino County, State of Arizona, being more particularly described as follows:

Thence S 46° 30' 46" W, a distance of 3,760.66 feet
Said point being the point of beginning:

Thence S 89° 57' 44" E, a distance of 30.00 feet
Thence S 01° 20' 11" W, a distance of 1,296.64 feet
Thence N 89° 59' 15" W, a distance of 30.00 feet
Thence N 89° 59' 15" W, a distance of 1,293.44 feet
Thence N 01° 20' 58" E, a distance of 1,297.23 feet
Thence S 89° 57' 44" E, a distance of 1,293.13 feet
To the point of beginning.

Said tract contains more or less 39.39 acres.

Containing Total Acreage of 373.73 acres, more or less.

EXHIBIT 3.1.162

ATTACHED

TWIN ARROWS PARCEL
BOUNDARY DESCRIPTION

A portion of the north half of Section 31, and the south half of Section 29, Township 21 North, Range 11 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at a set aluminum cap marked "RLS 18215" at the corner common to Sections 29, 30, 31 and 32, Township 21 North, Range 11 East, Gila and Salt River Meridian, Coconino County, Arizona;

Thence North $00^{\circ}25'51''$ West, 460.17 feet along the west line of said Section 29 to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence continuing North $00^{\circ}25'51''$ West, 880.64 feet along said west line of Section 29 to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence continuing North $00^{\circ}25'51''$ West, 1297.66 feet along said west line of Section 29 to a found U.S. Government Land Office brass cap at the west quarter corner of said Section 29;

Thence North $89^{\circ}34'49''$ East, 90.00 feet along the latitudinal mid-section line of said Section 29 to a set 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence South $00^{\circ}25'51''$ East, 935.28 feet along a line parallel with and 90.00 feet east of said west line of Section 29 to a set 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence North $44^{\circ}11'15''$ East, 99.65 feet to a set 1/2" diameter drill hole with brass tag marked "RLS 18215";

Thence North $88^{\circ}48'21''$ East, 292.56 feet to a set 1/2" diameter rebar with plastic cap marked "RLS 18215" and a point of curvature;

Thence, northeasterly and southeasterly, 142.20 feet along the arc of a 1,500.00 foot radius curve, concave to the southwest, having a central angle of $05^{\circ}25'53''$, to a set 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence South $85^{\circ}45'46''$ East, 282.63 feet to a set 1/2" diameter rebar with plastic cap marked "RLS 18215" and a point of curvature;

Thence southeasterly and northeasterly, 313.58 feet along the arc of a 310.00 foot radius curve, concave to the northwest, having a central angle of $57^{\circ}57'30''$, to a set 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence North $36^{\circ}16'45''$ East, 332.86 feet to a set $1\frac{1}{2}$ " diameter rebar with plastic cap marked "RLS 18215" and a point of curvature;

Thence northeasterly and northwesterly, 128.10 feet along the arc of a 120.00 foot radius curve, concave to the northwest, having a central angle of $36^{\circ}41'55''$, to a set $1\frac{1}{2}$ " diameter rebar with plastic cap marked "RLS 18215";

Thence North $00^{\circ}25'11''$ West, 378.02 feet to a point on said latitudinal mid-section line of Section 29 and the south line of ANTELOPE HILLS as recorded in Instrument No. 3438078, RCC, from which a $\frac{1}{2}$ " diameter rebar with cap marked "WITNESS CORNER" lies North $00^{\circ}25'11''$ West, 75.00 feet;

Thence North $89^{\circ}34'49''$ East, 920.62 feet along said latitudinal mid-section line of said Section 29 and said south line of said ANTELOPE HILLS to a found $1\frac{1}{2}$ " diameter rebar with plastic cap marked "RLS 18215" at the southeast corner of said ANTELOPE HILLS and the southwest corner of that parcel described in Docket 1810, Page 456, RCC;

Thence continuing North $89^{\circ}34'49''$ East, 110.50 feet along said latitudinal mid-section line of said Section 29 and the south line of said parcel described in Docket 1810, Page 456, RCC to a found $1\frac{1}{2}$ " diameter rebar with plastic cap marked "RLS 18215" at the southeast corner of said parcel;

Thence continuing North $89^{\circ}34'49''$ East, 224.26 feet along said latitudinal mid-section line of said Section 29 and the south line of said parcel to a found $1\frac{1}{2}$ " diameter rebar with plastic cap marked "RLS 18548" at the center quarter corner of said Section 29;

Thence North $89^{\circ}34'22''$ East, 985.24 feet along said latitudinal mid-section line of said Section 29, the south line of said parcel, and the south line of that parcel described in Docket 1566, Page 60, RCC, to a found U.S. Government Land Office brass cap on the west line of the Navajo Indian Reservation per Executive Order November 14, 1901;

Thence South $00^{\circ}21'46''$ East, 1299.10 feet along said west line to a found $1\frac{1}{2}$ " diameter rebar with plastic cap marked "RLS 18215";

Thence continuing South $00^{\circ}21'46''$ East, 1342.25 feet along said west line to a found U.S. Government Land Office brass cap marked "MINIR" at the intersection of said west line and the line common to said Sections 29 and 32;

Thence South $89^{\circ}37'12''$ West, 985.03 feet along the south line of said Section 29 to a found $1\frac{1}{2}$ " diameter rebar with tag marked "RLS 18215" at the south quarter corner of said Section 29;

Thence South $89^{\circ}36'50''$ West, 184.95 feet along said south line of said Section 29 to a found $1\frac{1}{2}$ " diameter rebar with plastic cap marked "RLS 18215";

Thence continuing South 89°36'50" West, 1135.59 feet along said south line of said Section 29 to a found 1/2" diameter rebar with cap marked "RLS 18548";

Thence continuing South 89°38'10" West, 34.93 feet along said south line of said Section 29 to a found 1/2" diameter rebar with cap marked "RLS 18215";

Thence continuing South 89°38'10" West, 967.64 feet along said south line of said Section 29 to a found 1/2" diameter rebar with cap marked "RLS 18215";

Thence continuing South 89°38'10" West, 318.08 feet along said south line of said Section 29 to said set aluminum cap marked "RLS 18215" at said corner common to Sections 29, 30, 31 and 32, Township 21 N01th, Range 11 East, Gila and Salt River Meridian, Coconino County, Arizona;

Thence South 00°14'09" East, 1442.34 feet along the east line of said Section 31 to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence continuing South 00°14' 09" East, 1196.29 feet along said east line of Section 31 to a found U.S. Government Land Office brass cap at the east quarter corner of said Section 31;

Thence South 89°38'03" West, 1455.50 feet along the meridional mid-section line of said Section 31 to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence continuing South 89°38'03" West, 1184.20 feet along said meridional mid-section line of said Section 31 to a found aluminum cap marked "LS 18548" at the center quarter corner of said Section 31;

Thence South 89°37'41" West, 532.09 feet along said meridional mid-section line of said Section 31 to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence continuing South 89°37'41" West, 128.83 feet along said meridional mid-section line of said Section 31 to a found 1/2" diameter rebar with broken aluminum cap;

Thence South 89°41'33" West, 660.12 feet along said meridional mid-section line of said Section 31 to a found 1/2" diameter rebar with broken aluminum cap;

Thence South 89°36'36" West, 661.07 feet along said meridional mid-section line of said Section 31 to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence North 00°22'23" West, 659.83 feet to a set 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence North 00°21'46" West, 659.54 feet to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence North 00°23'06" West, 329.94 feet to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence North 00°23'06" West, 989.81 feet to a found drill hole in rock with a brass tag marked "RLS 18215" on the north line of said Section 31;

Thence North 89°38'52" East, 1321.10 feet along said north line of Section 31 to a found 1/2" diameter rebar with plastic cap marked "RLS18215";

Thence South 00°23'36" East, 1154.89 feet to a found 1/2" diameter rebar with plastic cap with obliterated markings;

Thence South 89°40'52" West, 132.11 feet to a found 1/2" diameter rebar with aluminum cap marked "LS 28717";

Thence South 89°39'38" West, 528.45 feet to a found 1/2" diameter rebar with cap marked "LS 14184";

Thence South 00°23'27" East, 293.62 feet to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence continuing South 00°23'27" East, 530.82 feet to a set 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence North 89°39'30" East, 528.41 feet to a set 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence North 00°23'54" West, 549.91 feet to a found 1/2" diameter rebar with aluminum cap marked "LS 28717";

Thence North 89°38'16" East, 792.64 feet to a found 1/2" diameter rebar with aluminum cap marked "LS 28717";

Thence South 00°24'27" East, 550.19 feet to a set 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence North 89°37'33" East, 660.15 feet to a set 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence North 00°21'31" West, 1319.49 feet to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence North 89°37'18" East, 495.88 feet to a found 1/2" diameter rebar with tag marked "RLS 18215";

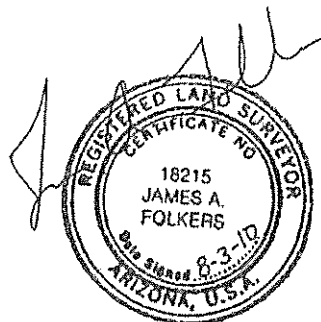
Thence North 00°19'21" West, 659.45 feet to a found 1/2" diameter rebar with plastic cap marked "RLS 18215" on said north line of Section 31;

Thence North 89°39'00" East, 827.35 feet along said north line of Section 31 to a found 1/2" diameter rebar with plastic cap marked "RLS 18215";

Thence North 89°37'28" East, 661.65 feet along said north line of Section 31 to the POINT OF BEGINNING.

CONTAINING 17,668,330 square feet (405.61 acres), more or less.

Prepared by:
James A. Folkers, RLS
The WLB Group, Inc.
523 N. Beaver Street
Flagstaff, AZ 86001
Job No. 309021AO01



EXPIRES 12-31-2011

EXHIBIT 4.6.2

ATTACHED

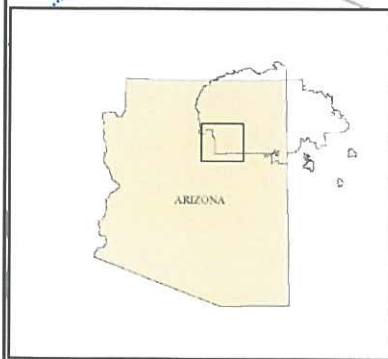
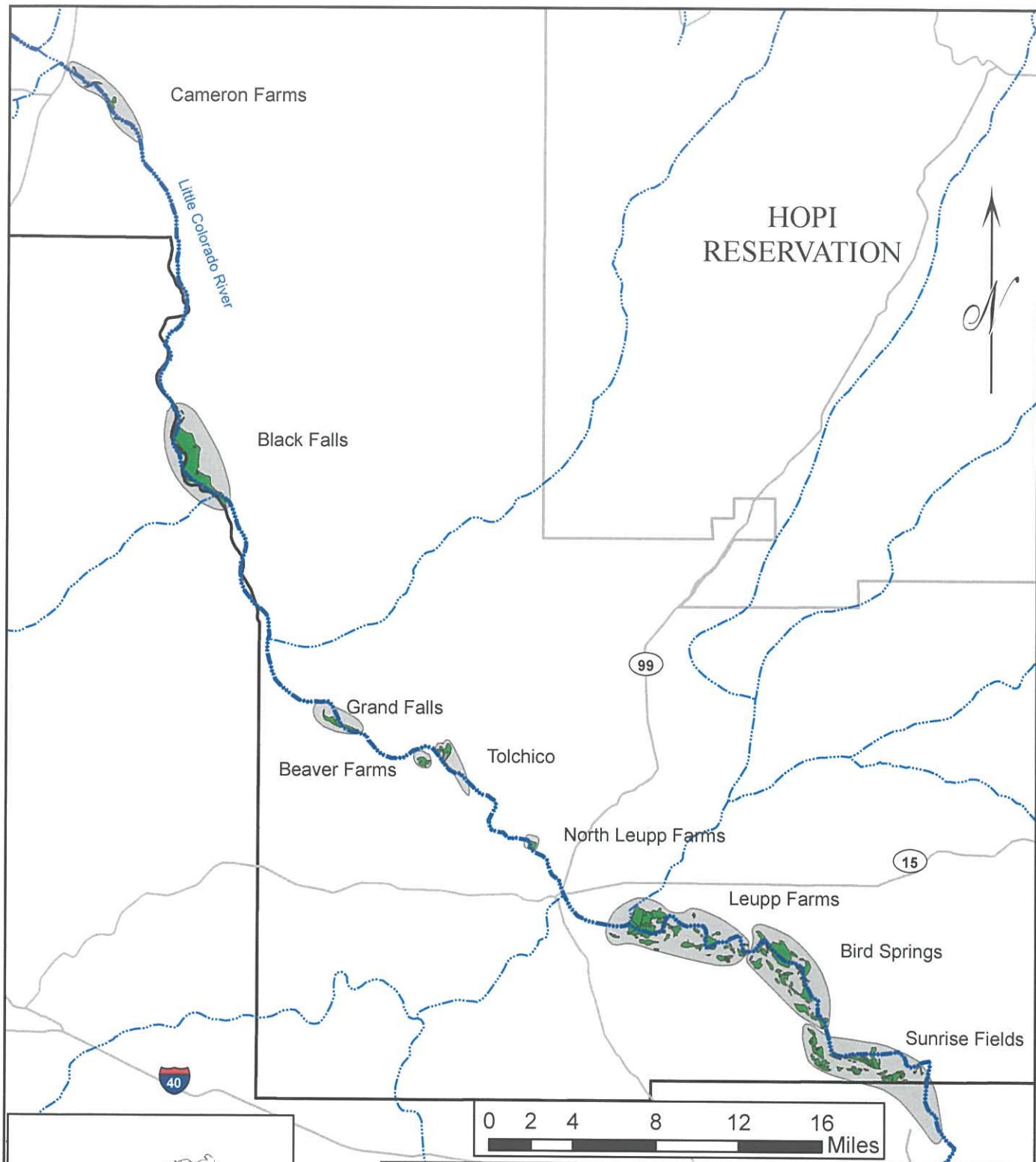


Exhibit 4.6.2
Little Colorado River Historic Projects

- Historic Project
- Irrigated Lands within Designated Project

EXHIBIT 4.11.1A

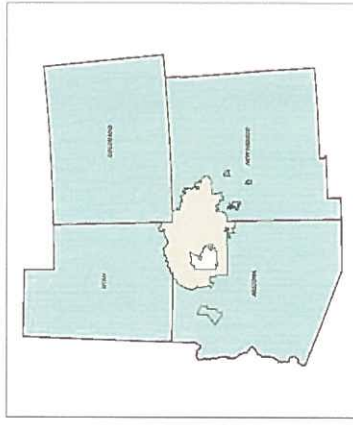
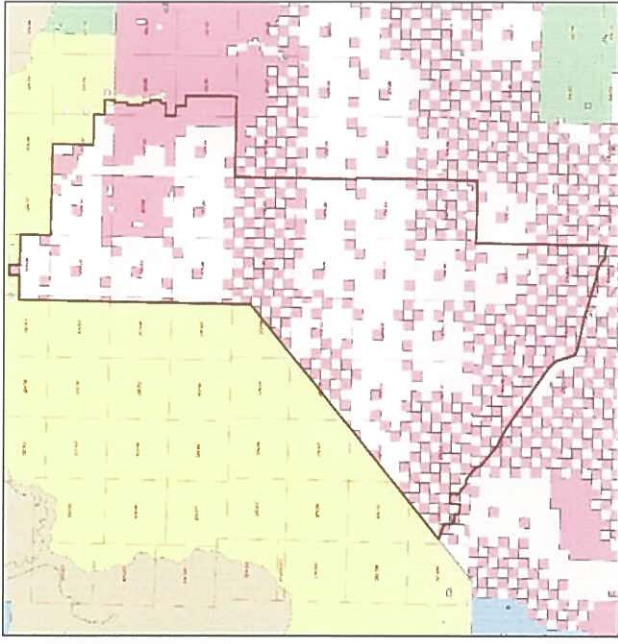
**Map of Navajo Nation land in fee located outside the exterior
boundaries of the Navajo Reservation within the LCR Watershed**

IN PROCESS OF FINALIZATION

EXHIBIT 4.14.1A

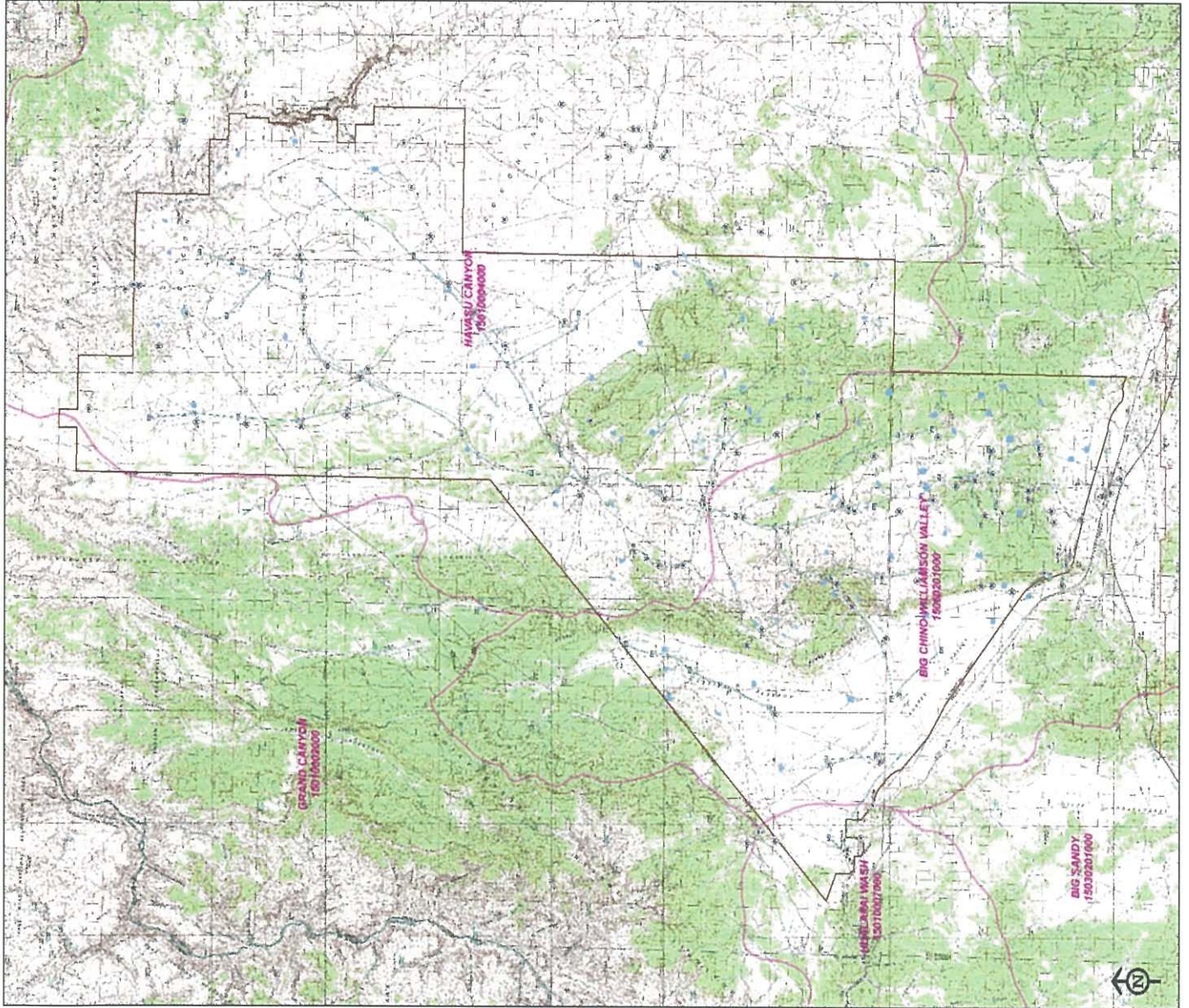
ATTACHED

Land Ownership - Township and Range



Location Map

- Legend**
- Ranch Wells
 - Eastern Tanks
 - Livestock Tanks
 - Livestock Waterways
 - Ranch Blvd
 - HUC Watersheds
 - BLM
 - Forest
 - Indian Res
 - Local or State Parks
 - Military
 - Natl Parks
 - Other
 - Private or Navajo
 - State Trust
 - Wildlife



Big Boquillas Ranch

Off-Reservation Land Within Gila Watershed

NAVAJO NATION



Navajo Nation
 P.O. Box 210
 Window Rock, AZ 86501
 Phone: 908-272-2100
 Fax: 908-272-2100

Exhibit 4.14.1A

Revised by: 10/20/2017

EXHIBIT 4.14.1B

**Abstract of land within the Gila River watershed for
Navajo Nation off-reservation surface water**

IN PROCESS OF FINALIZATION

EXHIBIT 4.14.1C

**Abstract of land within the Gila River watershed for
Navajo Nation off-reservation underground water**

IN PROCESS OF FINALIZATION

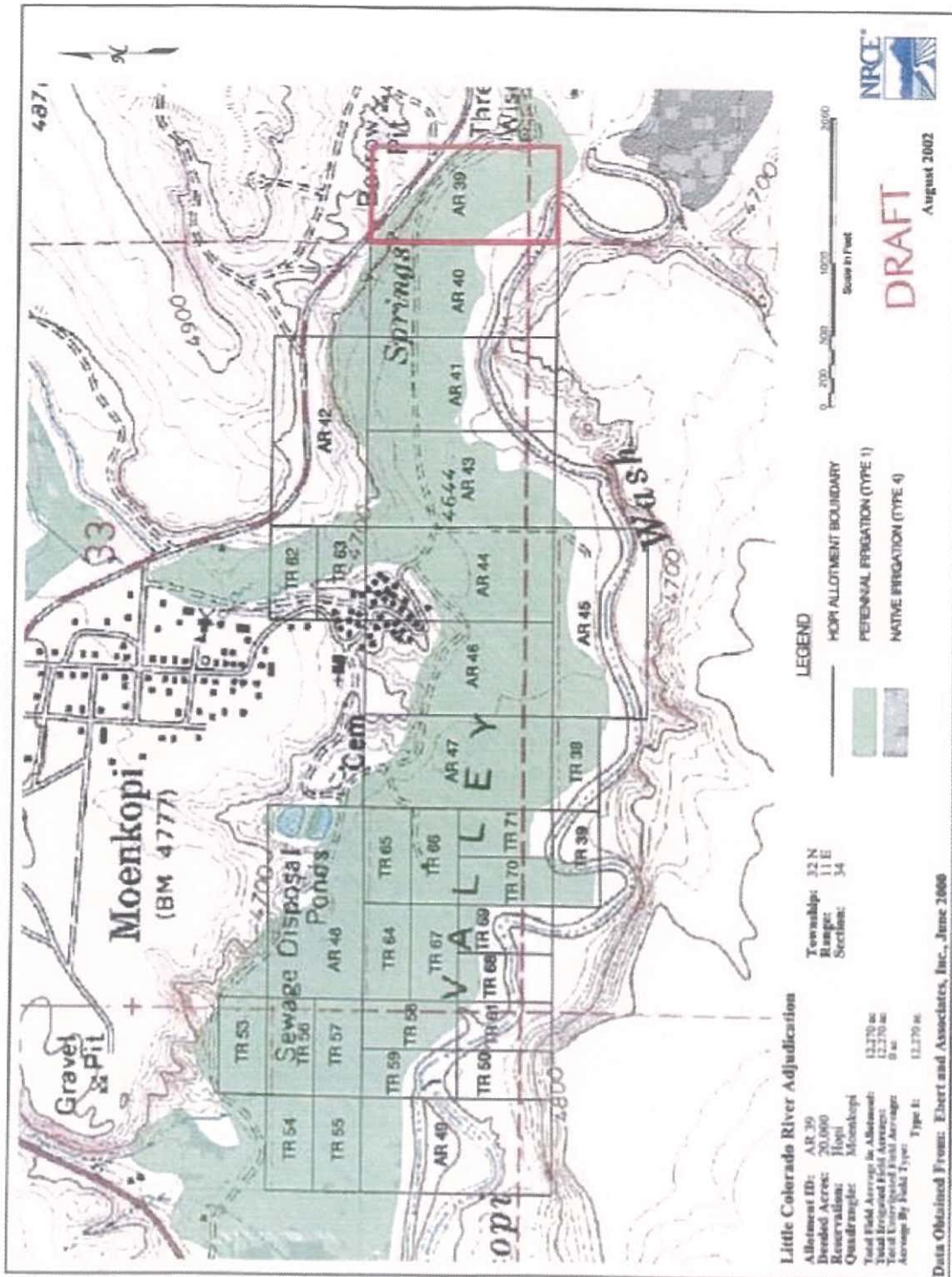
EXHIBIT 5.9

ATTACHED

ABSTRACT AND MAPS OF WATER RIGHTS FOR HOPI ALLOTMENTS
Little Colorado River Adjudication

HOPI ALLOTMENT NUMBER 39		
1.	Name of Facility.	n/a
2.	Owner of Water Right.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 39
3.	Landowner.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 39
4.	Statement of Claimant No.(s).	
5.	Statement of Claimant Name(s).	United States, as trustee for the Hopi Allottees Hopi Tribe
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	Federal Reserved Water Right
8.	Beneficial Use.	Irrigated Agriculture and Domestic Uses
9.	Priority Date.	May 31, 1899
10.	Quantity.	17.06 AFA
11.	Places of Use.	NWNW Sec 3 T31N R11E and SWSW Sec 34 T32N R11E on the Hopi Reservation as shown on the attached map.
12.	Points of Diversion.	NWNW Sec 3 T31N R11E and SWSW Sec 34 T32N R11E on the Hopi Reservation as shown on the attached map, and the ditch from Pasture Canyon Reservoir.
13.	Source of Water.	Pasture Canyon Reservoir, Springs, and Moenkopi Wash, and groundwater

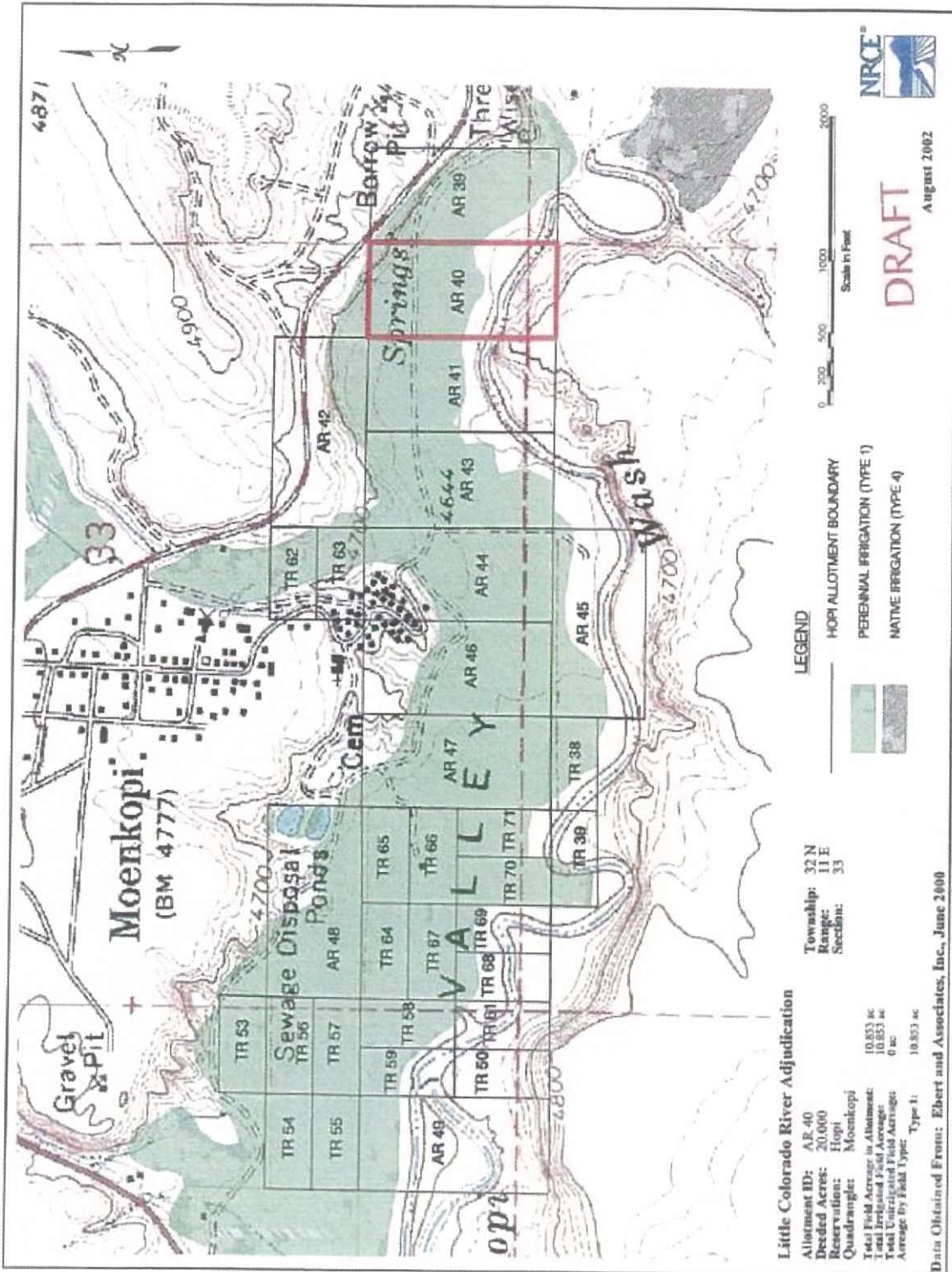
Map Showing Places of Use and Points of Diversion for Hopi Allotment 39



HOPI ALLOTMENT NUMBER 40

1.	Name of Facility.	n/a
2.	Owner of Water Right.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 40
3.	Landowner.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 40
4.	Statement of Claimant No.(s).	
5.	Statement of Claimant Name(s).	United States, as trustee for the Hopi Allottees. Hopi Tribe.
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	Federal Reserved Water Right
8.	Beneficial Use.	Irrigated Agriculture and Domestic Uses
9.	Priority Date.	May 31, 1899
10.	Quantity.	15.67 AFA
11.	Places of Use.	SWSW Sec 34 T32N R11E and SESE Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map.
12.	Points of Diversion.	SWSW Sec 34 T32N R11E and SESE Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map, and the ditch from Pasture Canyon Reservoir.
13.	Source of Water.	Pasture Canyon Reservoir, Springs, and Moenkopi Wash, and groundwater

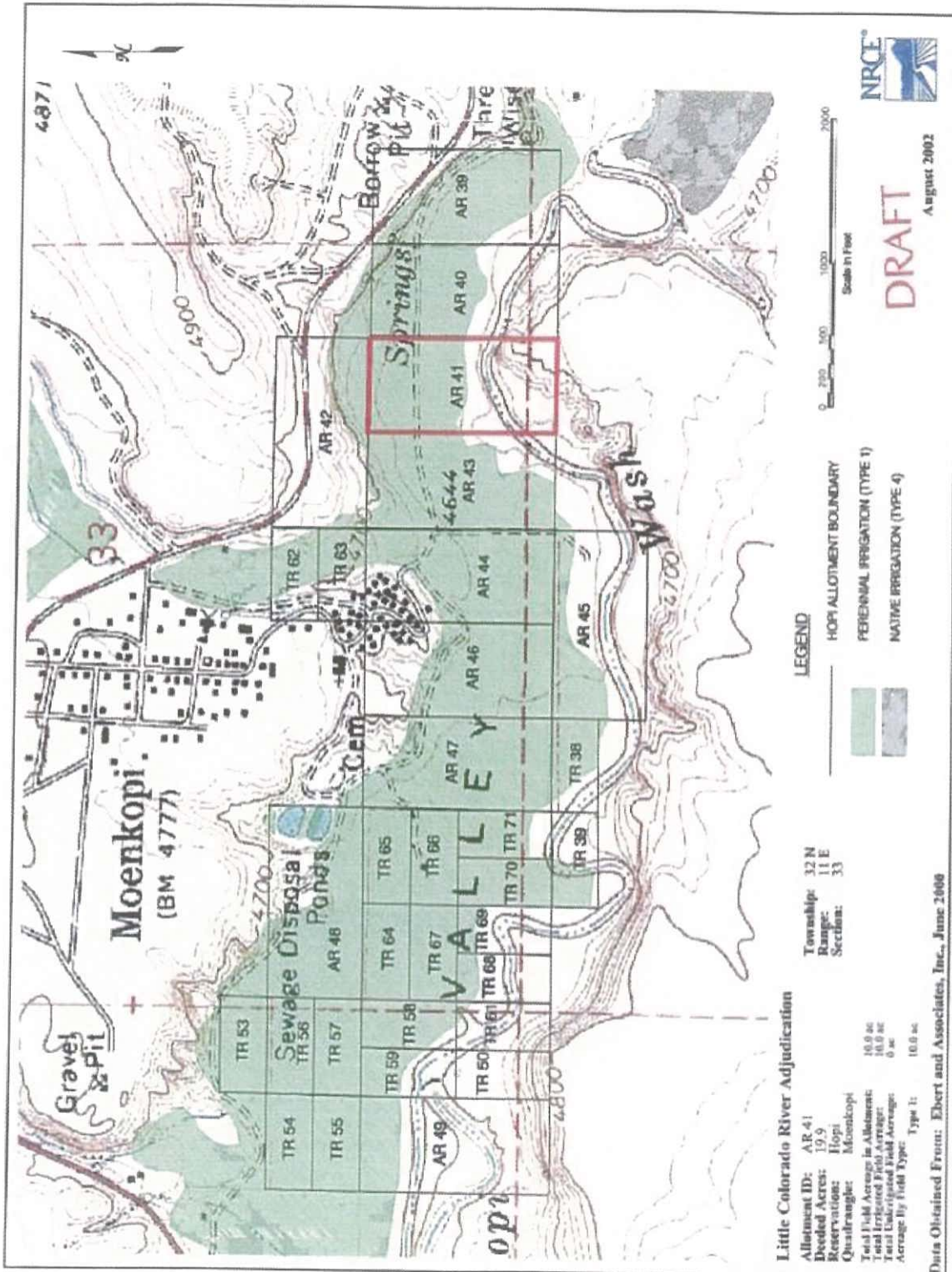
Map Showing Places of Use and Points of Diversion for Hopi Allotment 40



HOPI ALLOTMENT NUMBER 41

1.	Name of Facility.	n/a
2.	Owner of Water Right.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 41
3.	Landowner.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 41
4.	Statement of Claimant No.(s).	
5.	Statement of Claimant Name(s).	United States, as trustee for the Hopi Allottees. Hopi Tribe.
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	Federal Reserved Water Right
8.	Beneficial Use.	Irrigated Agriculture and Domestic Uses
9.	Priority Date.	May 31, 1899
10.	Quantity.	10.02 AFA
11.	Places of Use.	SESE Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map.
12.	Points of Diversion.	SESE Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map, and the ditch from Pasture Canyon Reservoir.
13.	Source of Water.	Pasture Canyon Reservoir, Springs, and Moenkopi Wash, and groundwater

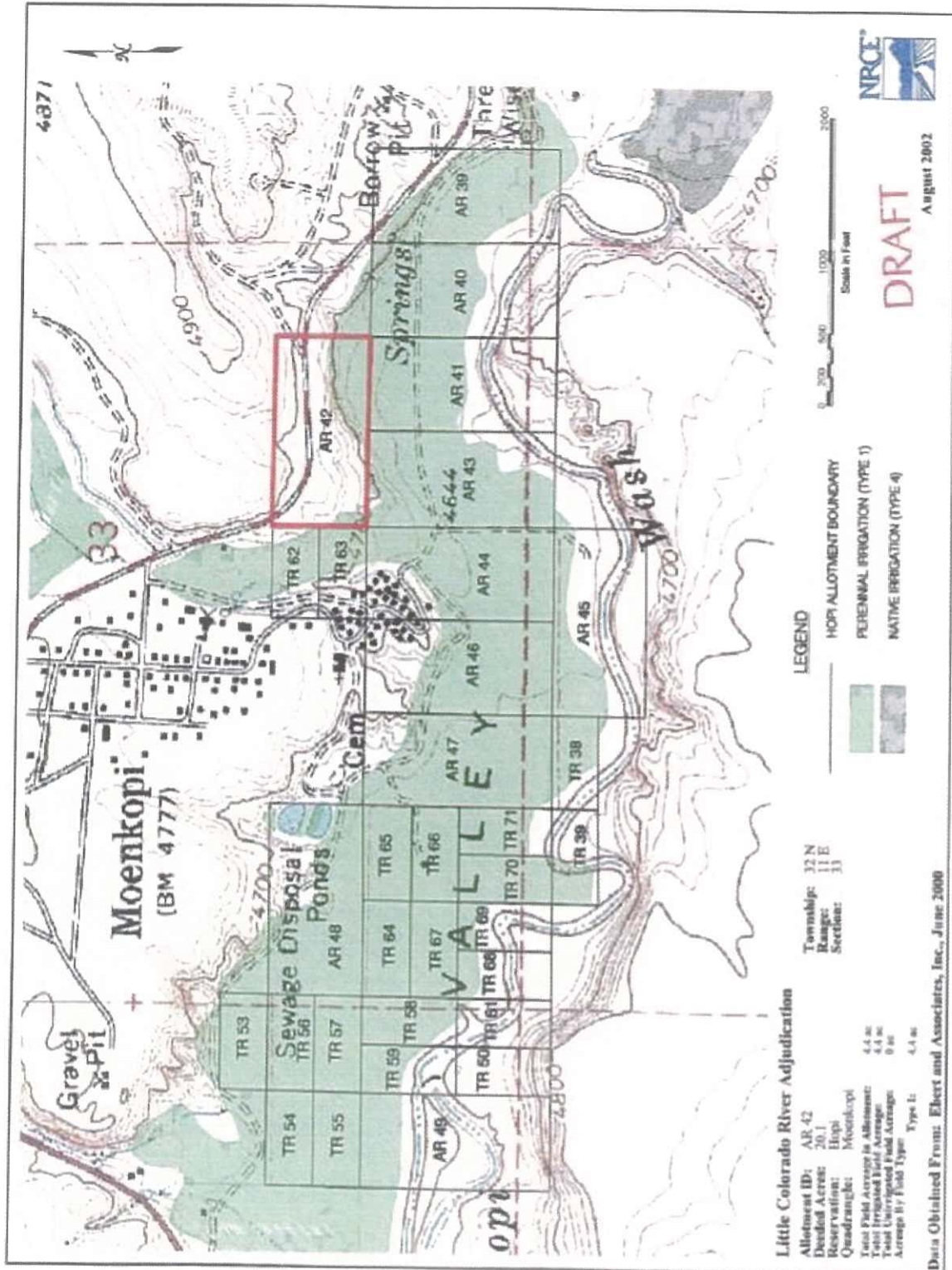
Map Showing Places of Use and Points of Diversion for Hopi Allotment 41



HOPI ALLOTMENT NUMBER 42

1.	Name of Facility.	n/a
2.	Owner of Water Right.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 42
3.	Landowner.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 42
4.	Statement of Claimant No.(s).	
5.	Statement of Claimant Name(s).	United States, as trustee for the Hopi Allottees. Hopi Tribe.
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	Federal Reserved Water Right
8.	Beneficial Use.	Irrigated Agriculture and Domestic Uses
9.	Priority Date.	May 31, 1899
10.	Quantity.	6 AFA
11.	Places of Use.	SWSE Sec 33 T32N R11E and SESE Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map.
12.	Points of Diversion.	SWSE Sec 33 T32N R11E and SESE Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map, and the ditch from Pasture Canyon Reservoir.
13.	Source of Water.	Pasture Canyon Reservoir, Pasture Canyon Springs, and groundwater

Map Showing Places of Use and Points of Diversion for Hopi Allotment 42

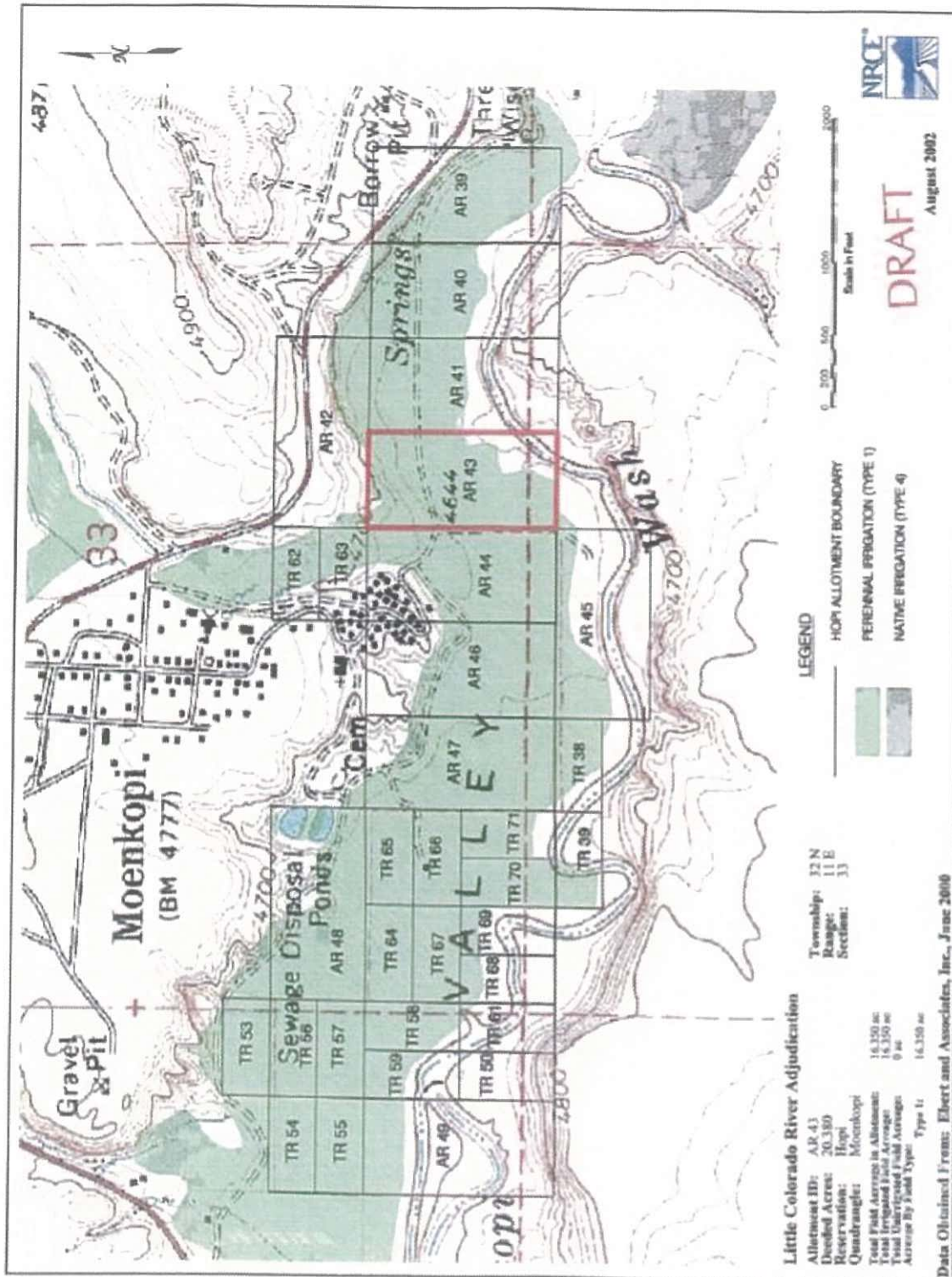


Data Obtained From: Ebert and Associates, Inc., June 2000

HOPI ALLOTMENT NUMBER 43

1.	Name of Facility.	n/a
2.	Owner of Water Right.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 43
3.	Landowner.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 43
4.	Statement of Claimant No.(s).	
5.	Statement of Claimant Name(s).	United States, as trustee for the Hopi Allottees. Hopi Tribe.
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	Federal Reserved Water Right
8.	Beneficial Use.	Irrigated Agriculture and Domestic Uses
9.	Priority Date.	May 31, 1899
10.	Quantity.	22.55 AFA
11.	Places of Use.	NWNE Sec 4 T31N R11E; SWSE Sec 33 T32N R11E; SESE Sec 33 T32N R11E; SWSE Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map.
12.	Points of Diversion.	NWNE Sec 4 T31N R11E; SWSE Sec 33 T32N R11E; SESE Sec 33 T32N R11E; SWSE Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map, and the ditch from Pasture Canyon Reservoir.
13.	Source of Water.	Pasture Canyon Reservoir, Springs, and Moenkopi Wash, and groundwater

Map Showing Places of Use and Points of Diversion for Hopi Allotment 43



Little Colorado River Adjudication

Allotment ID: AR 43
 Decided Acres: 20,350
 Reservations: Hopi
 Quadrangles: Moenkopi

Total Past Acres in Allotment: 16,350 ac
 Total Past Acres in Reservation: 16,350 ac
 Total Unirrigated Past Acreage: 0 ac
 Acreage By Land Type: Type 1: 16,350 ac

Township: 32 N
 Range: 11 E
 Section: 33

LEGEND

- HOP I ALLOTMENT BOUNDARY
- PERENNIAL PREGATION (TYPE 1)
- NATIVE PREGATION (TYPE 4)

DRAFT

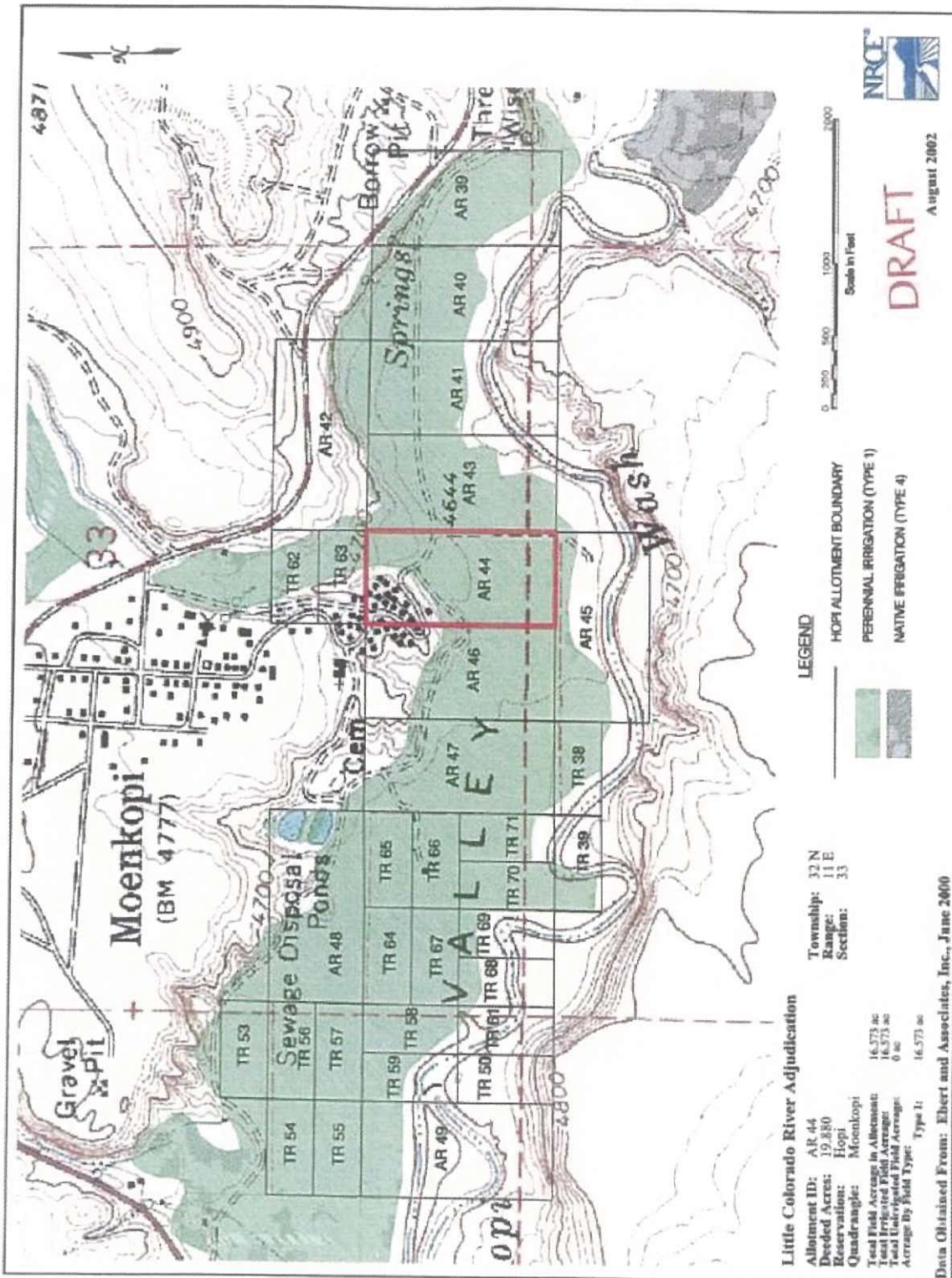
August 2002

Data Obtained From: Ebert and Associates, Inc., June 2000

HOPI ALLOTMENT NUMBER 44

1.	Name of Facility.	n/a
2.	Owner of Water Right.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 44
3.	Landowner.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 44
4.	Statement of Claimant No.(s).	
5.	Statement of Claimant Name(s).	United States, as trustee for the Hopi Allottees. Hopi Tribe.
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	Federal Reserved Water Right
8.	Beneficial Use.	Irrigated Agriculture and Domestic Uses
9.	Priority Date.	May 31, 1899
10.	Quantity.	21.64 AFA
11.	Places of Use.	NWNE Sec 4 T31N R11E and SWSE Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map.
12.	Points of Diversion.	NWNE Sec 4 T31N R11E and SWSE Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map, and the ditch from Pasture Canyon Reservoir.
13.	Source of Water.	Pasture Canyon Reservoir, Springs, and Moenkopi Wash, and groundwater

Map Showing Places of Use and Points of Diversion for Hopi Allotment 44



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- LEGEND**
- HOPI ALLOTMENT BOUNDARY
 - PERENNIAL IRRIGATION (TYPE 1)
 - NATIVE IRRIGATION (TYPE 4)

Township: 32 N
Range: 11 E
Section: 33

Little Colorado River Adjudication

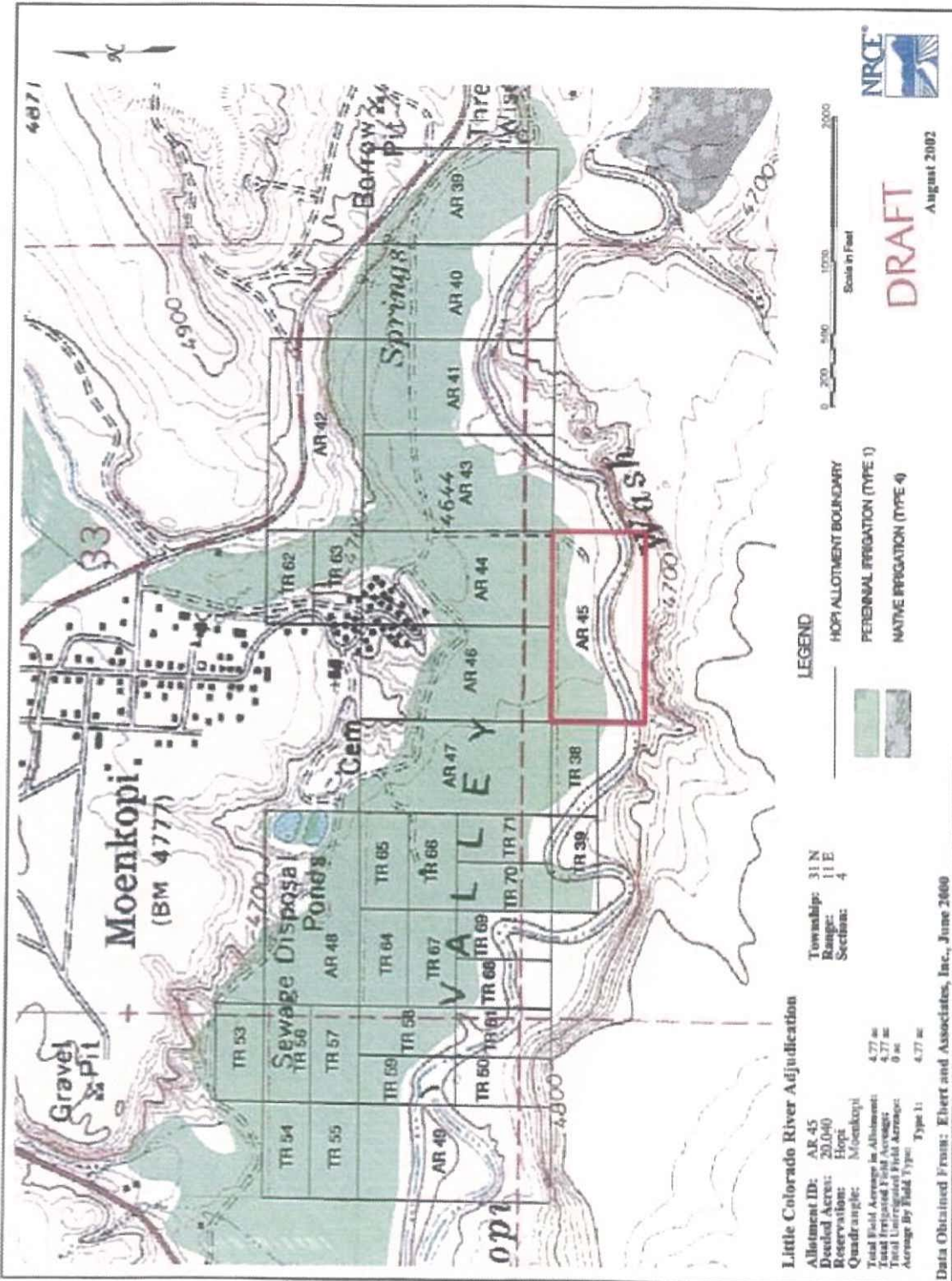
Allotment ID:	AR 44
Decreed Acres:	19,880
Reservation:	Hopi
Quadrangle:	Moenkopi
Total Field Acreage in Allotment:	16,573 ac
Total Irrigated Field Acreage:	16,573 ac
Total Unirrigated Field Acreage:	0 ac
Acreage By Field Type:	Type 1: 16,573 ac

Data Obtained From: Ebert and Associates, Inc., June 2000

HOPI ALLOTMENT NUMBER 45

1.	Name of Facility.	n/a
2.	Owner of Water Right.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 45
3.	Landowner.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 45
4.	Statement of Claimant No.(s).	
5.	Statement of Claimant Name(s).	United States, as trustee for the Hopi Allottees. Hopi Tribe.
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	Federal Reserved Water Right
8.	Beneficial Use.	Irrigated Agriculture and Domestic Uses
9.	Priority Date.	May 31, 1899
10.	Quantity.	19.26 AFA
11.	Places of Use.	NWNE Sec 4 T31N R11E and NENW Sec 4 T31N R11E on the Hopi Reservation as shown on the attached map.
12.	Points of Diversion.	NWNE Sec 4 T31N R11E and NENW Sec 4 T31N R11E on the Hopi Reservation as shown on the attached map, and the ditch from Pasture Canyon Reservoir.
13.	Source of Water.	Pasture Canyon Reservoir, Springs, and Moenkopi Wash, and groundwater

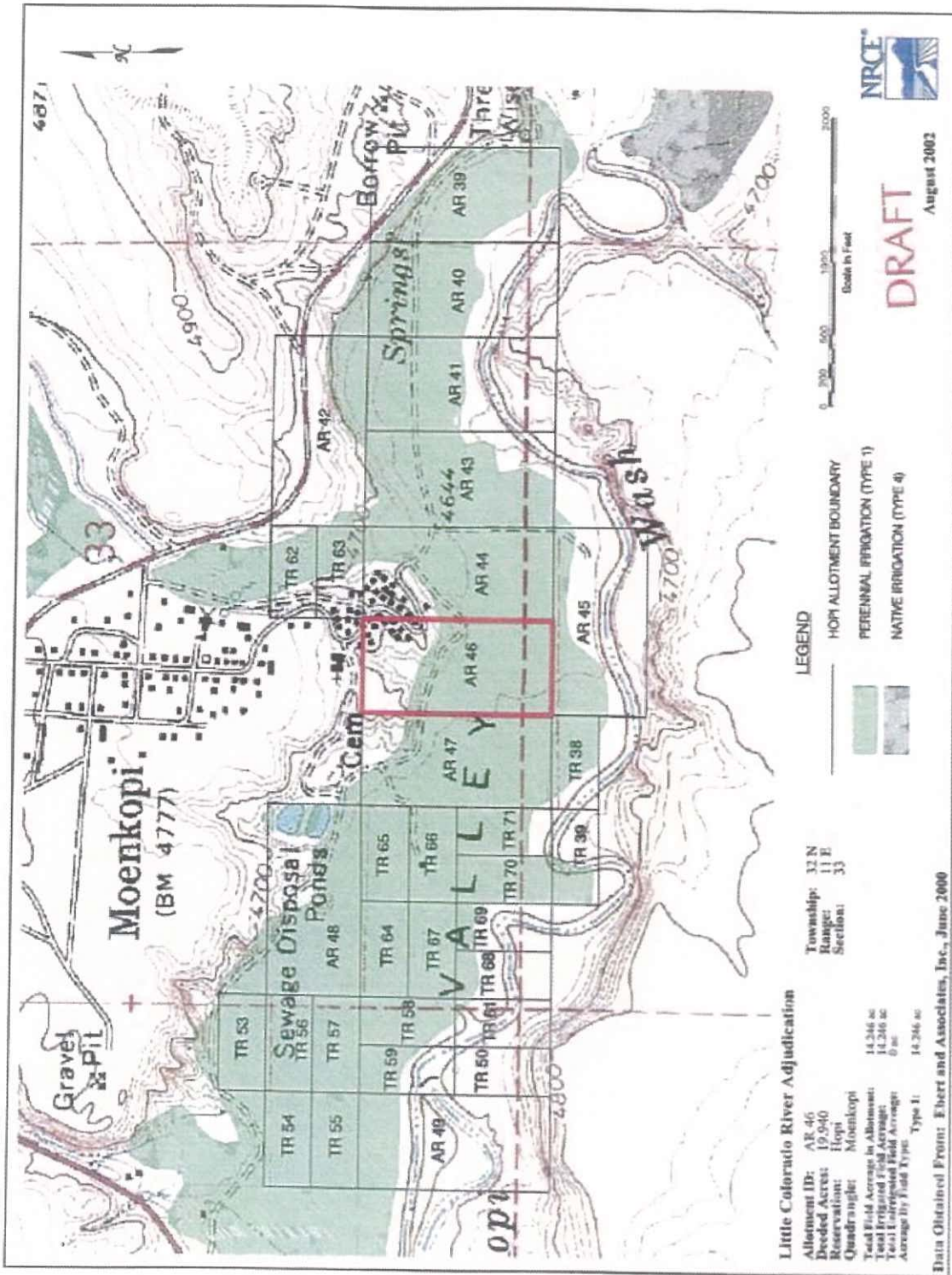
Map Showing Places of Use and Points of Diversion for Hopi Allotment 45



HOPI ALLOTMENT NUMBER 46

1.	Name of Facility.	n/a
2.	Owner of Water Right.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 46
3.	Landowner.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 46
4.	Statement of Claimant No.(s).	
5.	Statement of Claimant Name(s).	United States, as trustee for the Hopi Allottees. Hopi Tribe.
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	Federal Reserved Water Right
8.	Beneficial Use.	Irrigated Agriculture and Domestic Uses
9.	Priority Date.	May 31, 1899
10.	Quantity.	18.66 AFA
11.	Places of Use.	NENW Sec 4 T31N R11E; NWNE Sec 4 T31N R11E; SWSE Sec 33 T32N R11E; SESW Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map.
12.	Points of Diversion.	NENW Sec 4 T31N R11E; NWNE Sec 4 T31N R11E; SWSE Sec 33 T32N R11E; SESW Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map, and the ditch from Pasture Canyon Reservoir.
13.	Source of Water.	Pasture Canyon Reservoir, Springs, and Moenkopi Wash, and groundwater

Map Showing Places of Use and Points of Diversion for Hopi Allotment 46



Little Colorado River Adjudication

Allotment ID:	AR 46
Decided Acres:	19,940
Reservations:	Hopi
Quadrangle:	Moenkopi
Total Field Acreage in Allotment:	14,246 ac
Total Irrigated Field Acreage:	14,246 ac
Average By Field Type:	Type 1: 14,246 ac

Data Obtained From: Ebert and Associates, Inc., June 2000

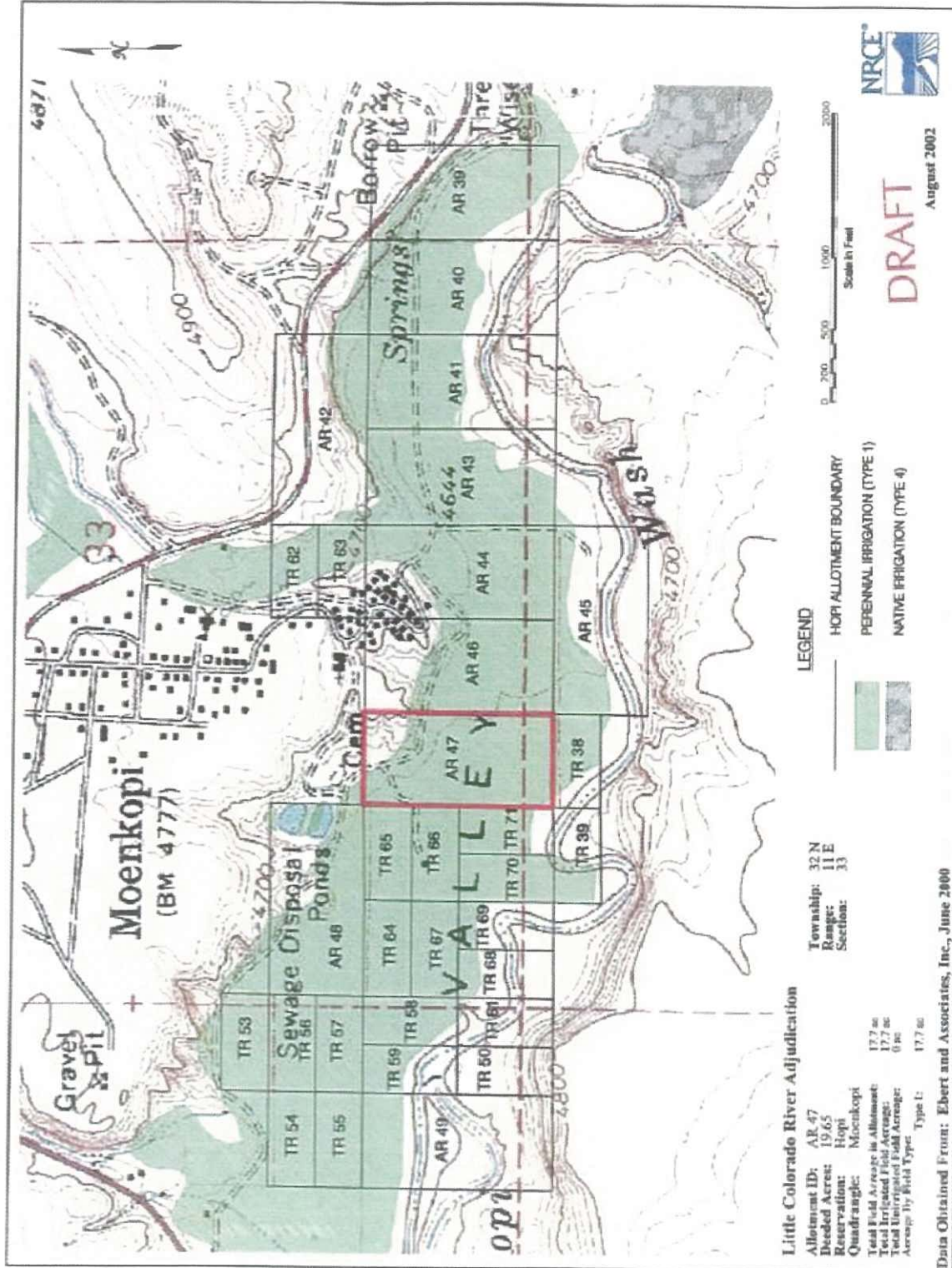


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HOPI ALLOTMENT NUMBER 47

1.	Name of Facility.	n/a
2.	Owner of Water Right.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 47
3.	Landowner.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 47
4.	Statement of Claimant No.(s).	
5.	Statement of Claimant Name(s).	United States, as trustee for the Hopi Allottees. Hopi Tribe.
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	Federal Reserved Water Right
8.	Beneficial Use.	Irrigated Agriculture and Domestic Uses
9.	Priority Date.	May 31, 1899
10.	Quantity.	25.24 AFA
11.	Places of Use.	NENW Sec 4 T31N R11E and SESW Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map.
12.	Points of Diversion.	NENW Sec 4 T31N R11E and SESW Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map, and the ditch from Pasture Canyon Reservoir.
13.	Source of Water.	Pasture Canyon Reservoir, Springs, and Moenkopi Wash, and groundwater

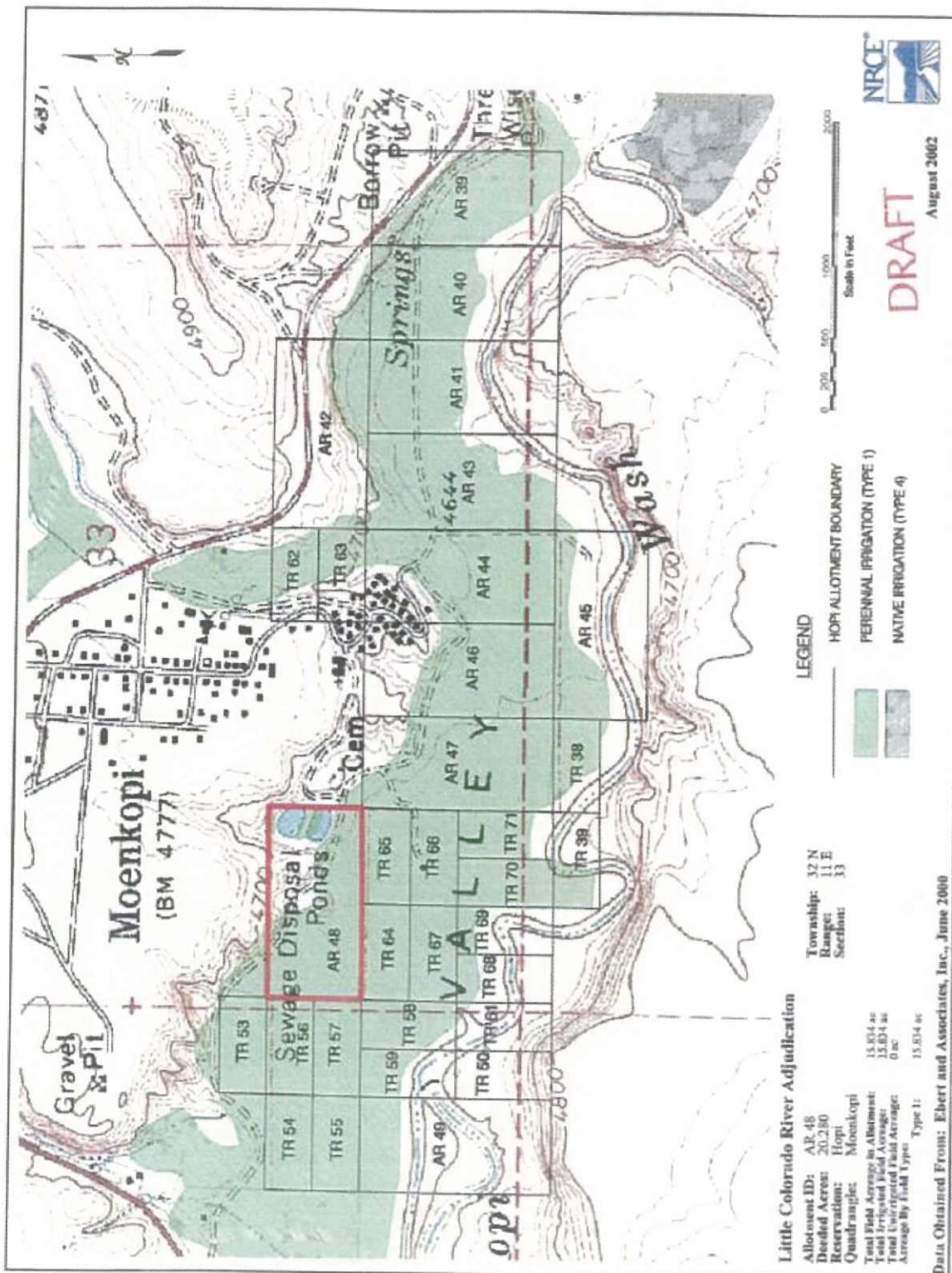
Map Showing Places of Use and Points of Diversion for Hopi Allotment 47



HOPIALLOTMENT NUMBER 48

1.	Name of Facility.	n/a
2.	Owner of Water Right.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 48
3.	Landowner.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 48
4.	Statement of Claimant No.(s).	
5.	Statement of Claimant Name(s).	United States, as trustee for the Hopi Allottees. Hopi Tribe.
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	Federal Reserved Water Right
8.	Beneficial Use.	Irrigated Agriculture and Domestic Uses
9.	Priority Date.	May 31, 1899
10.	Quantity.	19.83 AFA
11.	Places of Use.	NWSW Sec 33 T32N R11E; SWSW Sec 33 T32N R11E; SESW Sec 33 T32N R11E; NESW Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map.
12.	Points of Diversion.	NWSW Sec 33 T32N R11E; SWSW Sec 33 T32N R11E; SESW Sec 33 T32N R11E; NESW Sec 33 T32N R11E on the Hopi Reservation as shown on the attached map, and the ditch from Pasture Canyon Reservoir.
13.	Source of Water.	Pasture Canyon Reservoir, Springs, and Moenkopi Wash, and groundwater

Map Showing Places of Use and Points of Diversion for Hopi Allotment 48



Little Colorado River Adjudication

Allotment ID: AR 48
 Decadal Acres: 20,280
 Reservation: Hopi
 Quadrangle: Moenkopi
 Total Field Acreage in Allotment: 15,834 ac
 Total Irrigated Field Acreage: 15,834 ac
 Total Unirrigated Field Acreage: 0 ac
 Acreage by Field Type: Type 1: 15,834 ac

Township: 32 N
 Range: 11 E
 Section: 33

LEGEND

- HOPI ALLOTMENT BOUNDARY
- PERENNIAL IRRIGATION (TYPE 1)
- NATIVE IRRIGATION (TYPE 4)



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August 2002

Data Obtained From: Ebert and Associates, Inc., June 2000

HOPI ALLOTMENT NUMBER 49

1.	Name of Facility.	n/a
2.	Owner of Water Right.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 49
3.	Landowner.	United States acting in its capacity as trustee for the Hopi Allottees of Allotment No. 49
4.	Statement of Claimant No.(s).	
5.	Statement of Claimant Name(s).	United States, as trustee for the Hopi Allottees. Hopi Tribe.
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	Federal Reserved Water Right
8.	Beneficial Use.	Irrigated Agriculture and Domestic Uses
9.	Priority Date.	May 31, 1899
10.	Quantity.	6.23 AFA
11.	Places of Use.	SESE Sec 32 T32N R11E on the Hopi Reservation as shown on the attached map.
12.	Points of Diversion.	SESE Sec 32 T32N R11E on the Hopi Reservation as shown on the attached map, and the ditch from Pasture Canyon Reservoir.
13.	Source of Water.	Pasture Canyon Reservoir, Springs, and Moenkopi Wash, and groundwater

Map Showing Places of Use and Points of Diversion for Hopi Allotment 49

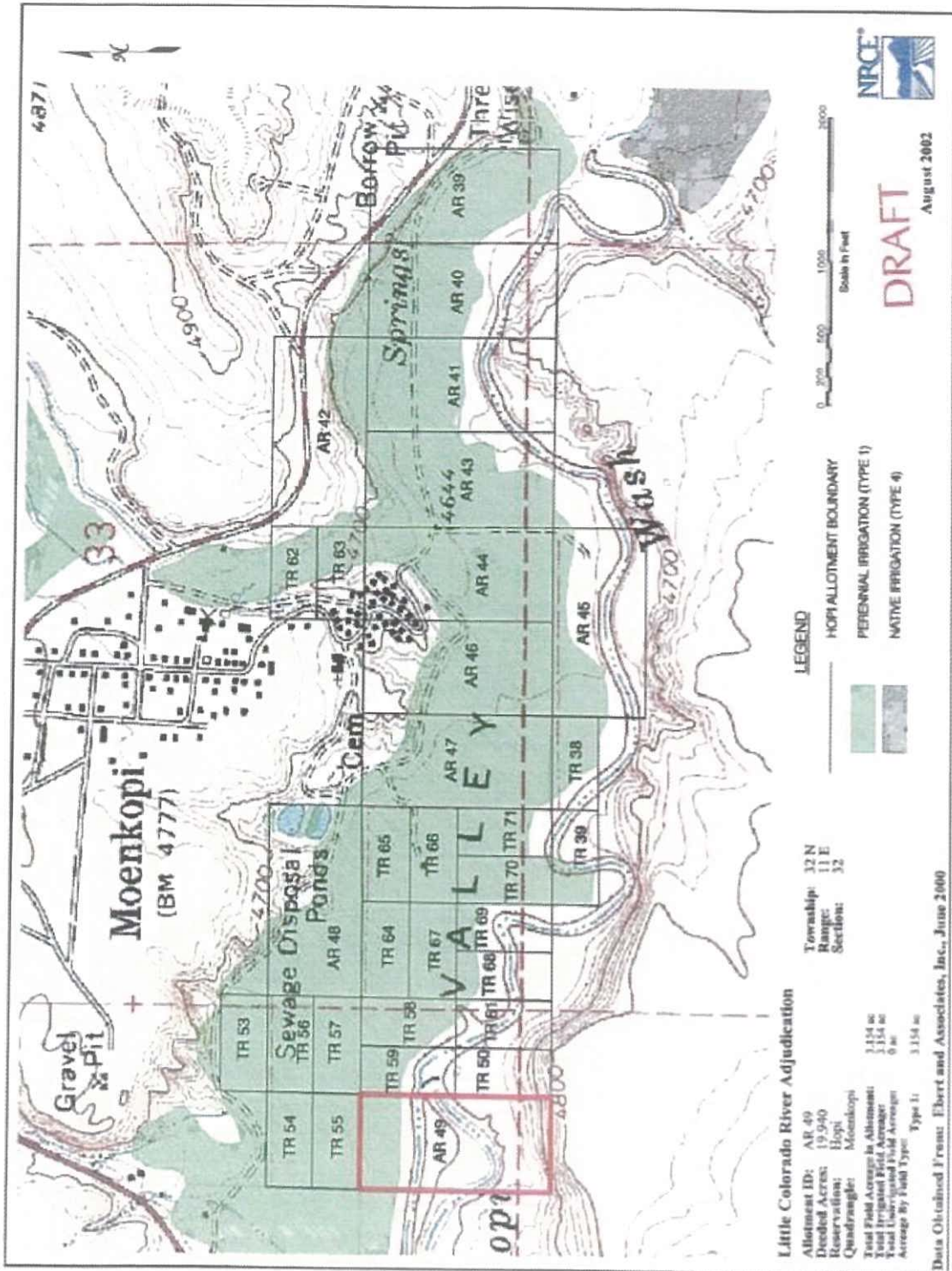


EXHIBIT 5.10.1A

Map of 26 Bar Ranch

IN PROCESS OF FINALIZATION

EXHIBIT 5.10.1AA

ATTACHED

EXHIBIT 5.10.1AA
Hopi Abstracts for 26 Bar Ranch

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-004-D
Adjudication Filings: By Ranch: 39-03-87466
By USFS:
By SLD:
Pre-adjudication Filings: By Ranch: 38-025040 (Rejected Status)
By USFS:
By SLD:

Priority Date: 1952

Type of Use: Stockpond

Feature Name: Cottonwood Tank 1

Water Source: Unnamed wash and spring

Tributary: Canero Creek-Little Colorado River

Annual Use: 280,232 Gallons 0.860 Acre-feet

Capacity: 280,232 Gallons 0.860 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	SESW	16	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-005-D
 Adjudication Filings: By Ranch: 39-03-87466
 By USFS:
 By SLD:
 Pre-adjudication Filings: By Ranch: 38-025041 (Rejected Status)
 By USFS:
 By SLD:

Priority Date: 1958

Type of Use: Stockpond

Feature Name: Cottonwood Tank 2

Water Source: Unnamed wash and spring

Tributary: Canero Creek-Little Colorado River

Annual Use: 192,252 Gallons 0.590 Acre-feet

Capacity: 192,252 Gallons 0.590 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
SESW		16	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-007-D

Adjudication Filings: By Ranch: 39-03-87467
 By USFS:
 By SLD:

Pre-adjudication Filings: By Ranch: 38-025038 (Rejected Status)
 By USFS:
 By SLD:

Priority Date: 1955

Type of Use: Stockpond

Feature Name: Trap Tank

Water Source: Unnamed wash and spring

Tributary: Canero Creek-Little Colorado River

Annual Use: 446,416 Gallons 1.370 Acre-feet

Capacity: 446,416 Gallons 1.370 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SWSE	16	10N	28E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NENWNE	21	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-009-D

Adjudication Filings: By Ranch: 39-03-87468
 By USFS:
 By SLD:

Pre-adjudication Filings: By Ranch: 38-025039 (Rejected Status)
 By USFS:
 By SLD:

Priority Date: 1954

Type of Use: Stockpond

Feature Name: Horse Tank

Water Source: Unnamed wash and spring

Tributary: Canero Creek-Little Colorado River

Annual Use: 827,663 Gallons 2.540 Acre-feet

Capacity: 827,663 Gallons 2.540 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	SWSWSE	16	10N	28E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	NWNWNE	21	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-010-S

Adjudication Filings: By Ranch: 39-03-89058
 By USFS:
 By SLD: 39-03-85543

Pre-adjudication Filings: By Ranch: 36-015350
 By USFS:
 By SLD: 36-000751

Priority Date: Prior to 1884

Type of Use: Stockpond, Wildlife

Feature Name: Carnero Cr. Tank #4

Water Source: Unnamed wash

Tributary: Canero Creek-Little Colorado River

Annual Use: 1,694,427 Gallons 5.200 Acre-feet

Capacity: 1,694,427 Gallons 5.200 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NWSW	34	9N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-011-S
 Adjudication Filings: By Ranch: 39-03-89059
 By USFS:
 By SLD: 39-03-85680

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD: 36-000839

Priority Date: Prior to 1884

Type of Use: Stockpond, Wildlife

Feature Name: Meek Tank

Water Source: Unnamed wash

Tributary: Canero Creek-Little Colorado River

Annual Use: 293,266 Gallons 0.900 Acre-feet

Capacity: 293,266 Gallons 0.900 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	NWNW	29	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-012-S
 Adjudication Filings: By Ranch: 39-03-89060
 By USFS:
 By SLD: 39-03-85681

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD: 36-000840

Priority Date: Prior to 1884

Type of Use: Stockpond, Wildlife

Feature Name: Cinder Tank

Water Source: Carnero Creek

Tributary: Canero Creek-Little Colorado River

Annual Use: 2,118,034 Gallons 6.500 Acre-feet

Capacity: 2,118,034 Gallons 6.500 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Into supply ditch from Carnero Creek:	NWNE	4	9N	28E

Point of Use (if different from Point of Diversion):

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Pond and dam:	SESW	33	10N	28E

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-013-S

Adjudication Filings: By Ranch: 39-03-89061

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Before 1967

Type of Use: Stockpond

Feature Name: Unnamed natural pond

Water Source: Unnamed draw

Tributary: Canero Creek-Little Colorado River

Annual Use: 977,554 Gallons 3.000 Acre-feet

Capacity: 977,554 Gallons 3.000 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SWNWSE	10	9N	28E

Point of Use (if different from Point of Diversion):

Comments:

Aerial photographs and filing indicate the facility is a natural pond or sink.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-014-S

Adjudication Filings: By Ranch: 39-03-89062

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Before 1967

Type of Use: Stockpond

Feature Name: Unnamed natural pond

Water Source: Unnamed draw

Tributary: Canero Creek-Little Colorado River

Annual Use: 814,629 Gallons 2.500 Acre-feet

Capacity: 814,629 Gallons 2.500 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	N2NWSE	10	9N	28E

Point of Use (if different from Point of Diversion):

Comments:

Aerial photographs and filing indicate the facility is a natural pond or sink.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-030-D

Adjudication Filings: By Ranch: 39-03-91911
 By USFS:
 By SLD:

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD: 55-614138

Priority Date: Prior to 1970

Type of Use: Irrigation

Feature Name: Abstract deleted

Water Source: Springs, ponds and groundwater (N.Fork Well)

Tributary: Canero Creek-Little Colorado River

Annual Use: 29,326,626 Gallons 90.000 Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Springs and ponds:	SESW, SWSE	16	10N	28E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Springs and ponds:	NWNE	21	10N	28E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Well(Supplemental supply):	NWSWNE	21	10N	28E

Point of Use (if different from Point of Diversion):

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SWSE, SESW	16	10N	28E

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-031-D

Adjudication Filings: By Ranch: 39-03-91913

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: 1970

Type of Use: Stockwater, Recreation/Fish/Wildlife

Feature Name: John Wayne Fishing Pond

Water Source: Unnamed spring

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 977,554 Gallons 3.000 Acre-feet

Capacity: 977,554 Gallons 3.000 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SENE	12	8N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-032-S
 Adjudication Filings: By Ranch:
 By USFS:
 By SLD: 39-03-85532

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD: 36-000741

Priority Date: Prior to 1884

Type of Use: Stockpond, Wildlife

Feature Name: Lost Tank

Water Source: Unnamed draw

Tributary: Canero Creek-Little Colorado River

Annual Use: 309,559 Gallons 0.950 Acre-feet

Capacity: 309,559 Gallons 0.950 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NENW	12	9N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-033-S

Adjudication Filings: By Ranch:
 By USFS:
 By SLD: 39-03-85668

Pre-adjudication Filings: By Ranch: 38-025026 (Rejected Status)
 By USFS:
 By SLD: 36-000831

Priority Date: Dec. 30, 1853

Type of Use: Stockpond, Wildlife

Feature Name: Big Tank

Water Source: Unnamed wash

Tributary: Canero Creek-Little Colorado River

Annual Use: 3,388,855 Gallons 10.400 Acre-feet

Capacity: 3,388,855 Gallons 10.400 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SENW, SWNE	16	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-034-S

Adjudication Filings: By Ranch:
 By USFS:
 By SLD: 39-03-85670

Pre-adjudication Filings: By Ranch: 38-025033 (Rejected Status)
 By USFS:
 By SLD: 36-000833

Priority Date: Prior to 1884

Type of Use: Stockpond, Wildlife

Feature Name: Corner Tank

Water Source: Unnamed draw

Tributary: Canero Creek-Little Colorado River

Annual Use: 1,205,650 Gallons 3.700 Acre-feet

Capacity: 1,205,650 Gallons 3.700 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Dike across draw:	NWNE	17	10N	28E

Point of Use (if different from Point of Diversion):

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Pond:	NENE	17	10N	28E

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-035-S

Adjudication Filings: By Ranch:
 By USFS:
 By SLD: 39-03-85672

Pre-adjudication Filings: By Ranch: 38-025036 (Rejected Status)
 By USFS:
 By SLD: 36-000834, 55-614138

Priority Date: Prior to 1884

Type of Use: Stockpond, Wildlife

Feature Name: Well Tank

Water Source: Unnamed draw and groundwater (N. Fork Well)

Tributary: Canero Creek-Little Colorado River

Annual Use: 162,926 Gallons 0.500 Acre-feet

Capacity: 162,926 Gallons 0.500 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NWSWNE	21	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

Supplemental irrigation use is covered by abstract 26-030-D.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-036-S

Adjudication Filings: By Ranch:
 By USFS:
 By SLD: 39-03-85673

Pre-adjudication Filings: By Ranch: 38-025035 (Rejected Status)
 By USFS:
 By SLD: 36-000835

Priority Date: Prior to 1884

Type of Use: Stockpond, Wildlife

Feature Name: Pumphouse Tank

Water Source: Unnamed draw

Tributary: Canero Creek-Little Colorado River

Annual Use: 1,238,235 Gallons 3.800 Acre-feet

Capacity: 1,238,235 Gallons 3.800 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SENE	21	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-037-S

Adjudication Filings: By Ranch:
 By USFS:
 By SLD: 39-03-85675

Pre-adjudication Filings: By Ranch: 38-025037 (Rejected Status)
 By USFS:
 By SLD: 36-000836

Priority Date: Prior to 1884

Type of Use: Stockpond, Wildlife

Feature Name: Cinder Tank

Water Source: Unnamed draw

Tributary: Canero Creek-Little Colorado River

Annual Use: 553,947 Gallons 1.700 Acre-feet

Capacity: 553,947 Gallons 1.700 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NWSW	22	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-038-S

Adjudication Filings: By Ranch:

By USFS:

By SLD: 39-03-85676

Pre-adjudication Filings: By Ranch: 38-025034 (Rejected Status)

By USFS:

By SLD: 36-000837

Priority Date: Prior to 1884

Type of Use: Stockpond, Wildlife

Feature Name: East Side Tank

Water Source: Unnamed draw

Tributary: Canero Creek-Little Colorado River

Annual Use: 358,437 Gallons 1.100 Acre-feet

Capacity: 358,437 Gallons 1.100 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	NENE	23	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-039-S

Adjudication Filings: By Ranch:

By USFS:

By SLD: 39-03-85678

Pre-adjudication Filings: By Ranch: 38-025042 (Rejected Status)

By USFS:

By SLD: 36-000838

Priority Date: Prior to 1884

Type of Use: Stockpond, Wildlife

Feature Name: Long Tank

Water Source: Carnero Creek

Tributary: Canero Creek-Little Colorado River

Annual Use: 944,969 Gallons 2.900 Acre-feet

Capacity: 944,969 Gallons 2.900 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NENW,NWNE	26	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-042-S

Adjudication Filings: By Ranch:
 By USFS:
 By SLD: 39-03-85709

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD: 36-000862 (See comments)

Priority Date: Prior to 1884

Type of Use: Stockpond, Wildlife

Feature Name: Ten prime Tank

Water Source: Unnamed wash

Tributary: Canero Creek-Little Colorado River

Annual Use: 61,912 Gallons 0.190 Acre-feet

Capacity: 32,585 Gallons 0.100 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	NWNW	30	10N	29E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-043-S

Adjudication Filings: By Ranch:
 By USFS:
 By SLD: 39-03-85710

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD: 36-000863 (see comments)

Priority Date: Prior to 1884

Type of Use: Stockpond, Wildlife

Feature Name: Tank #10

Water Source: Unnamed wash

Tributary: Canero Creek-Little Colorado River

Annual Use: 65,170 Gallons 0.200 Acre-feet

Capacity: 65,170 Gallons 0.200 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	NWNW	30	10N	29E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-139-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1991

Type of Use: Stockpond, Wildlife

Feature Name: Unnamed tank

Water Source: Unnamed wash

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 107,647 Gallons 0.330 Acre-feet

Capacity: 9,776 Gallons 0.030 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NWNW	24	7N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-140-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1992

Type of Use: Stockpond, Wildlife

Feature Name: Unnamed tank

Water Source: Local runoff

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: Gallons Acre-feet

Capacity: 19,551 Gallons 0.060 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	SENE	24	7N	28E

Point of Use (if different from Point of Diversion):

Comments:

Tank is dugout facility within high water level of Russell Reservoir

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-141-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1991

Type of Use: Stockpond, Wildlife

Feature Name: Unnamed tank

Water Source: South Fork Little Colorado River

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 214,807 Gallons 0.659 Acre-feet

Capacity: 456,192 Gallons 1.400 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SWNE	20	7N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-143-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1992

Type of Use: Stockpond, Wildlife

Feature Name: Unnamed tank

Water Source: Unnamed draw

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 4,441,884 Gallons 13.632 Acre-feet

Capacity: 195,511 Gallons 0.600 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	NWSE	29	7N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-144-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1969

Type of Use: Stockpond, Wildlife

Feature Name: Unnamed tank

Water Source: Unnamed draw

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 2,778 Gallons 0.009 Acre-feet

Capacity: 29,327 Gallons 0.090 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SESW	10	7N	28E

Point of Use (if different from Point of Diversion):

Comments:

Near Beta Tank.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-145-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1992

Type of Use: Stockpond, Wildlife

Feature Name: Unnamed tank

Water Source: Unnamed draw

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 65,170 Gallons 0.200 Acre-feet

Capacity: 65,170 Gallons 0.200 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
NESW		9	7N	28E

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-146-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1991

Type of Use: Stockpond, Wildlife

Feature Name: Unnamed tank

Water Source: Unnamed draw

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 2,080 Gallons 0.006 Acre-feet

Capacity: 9,776 Gallons 0.030 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	NESE	16	7N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-147-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1991

Type of Use: Stockpond, Wildlife

Feature Name: Unnamed tank

Water Source: Unnamed wash

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 5,713 Gallons 0.018 Acre-feet

Capacity: 32,585 Gallons 0.100 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	NWNW	31	7N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-148-U

Adjudication Filings: By Ranch:
 By USFS:
 By SLD:

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD:

Priority Date: 1908

Type of Use: Stockwater, Wildlife

Feature Name: Mexican Hay lake stockwater

Water Source: Unnamed wash

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 19,551 Gallons 0.060 Acre-feet

Capacity: 19,551 Gallons 0.060 Acre-feet

Point of Diversion:

	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Dam:		NW	2	7N	28E

Point of Use (if different from Point of Diversion):

	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Reservoir:		SWNW	1	7N	28E
	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
		N2, N2S2	2	7N	28E

Comments:

Used nearby impoundment 26-093-U for storage

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-149-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: 1908

Type of Use: Stockwater, Wildlife

Feature Name: Hog Wallow Lake stockwater

Water Source: Unnamed draw

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 87,980 Gallons 0.270 Acre-feet

Capacity: 87,979 Gallons 0.270 Acre-feet

Point of Diversion:

	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Dam:	SESE		19	7N	28E

Point of Use (if different from Point of Diversion):

	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Reservoir:	S2SE, SESW		19	7N	28E
	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
		N2NE	30	7N	28E

Comments:

Used nearby impoundment 26-076-U for storage

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-150-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: 5-May-41

Type of Use: Stockwater, Wildlife

Feature Name: Slade reservoir stockwater

Water Source: Unnamed washes

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 68,429 Gallons 0.210 Acre-feet

Capacity: 68,428 Gallons 0.210 Acre-feet

Point of Diversion:

	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Dam:		NESE	13	7N	28E
	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
		NWSW	18	7N	29E

Point of Use (if different from Point of Diversion):

	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Reservoir:		SE	13	7N	28E
	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
		N2NE	24	7N	28E
	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
		W2SW	18	7N	29E
	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
		NWNW	19	7N	29E

Comments:

Used nearby impoundment 26-066-U for storage

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-151-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: 1893

Type of Use: Stockwater, Wildlife

Feature Name: Water canyon reservoir stockwater

Water Source: Water Canyon

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 39,102 Gallons 0.120 Acre-feet

Capacity: 39,102 Gallons 0.120 Acre-feet

Point of Diversion:

	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Dam:	SENE	13	7N	28E

Point of Use (if different from Point of Diversion):

	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Reservoir:	SENE	13	7N	28E
	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SWNW, NWSW	18	7N	29E

Comments:

Used nearby impoundment 26-089-U for storage

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-152-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: 1886

Type of Use: Stockwater, Wildlife

Feature Name: Atcheson reservoir stockwater

Water Source: Unnamed wash & draw

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 29,327 Gallons 0.090 Acre-feet

Capacity: 29,326 Gallons 0.090 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Unnamed wash into feeder canal :	NWNW	24	7N	28E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Dam on unnamed draw:	SWSE, SESW	13	7N	28E

Point of Use (if different from Point of Diversion):

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Reservoir:	SW, W2SE	13	7N	28E

Comments:

Used nearby impoundment 26-084-U for storage

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-153-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: 1895

Type of Use: Stockwater, Wildlife

Feature Name: Rudd reservoir stockwater

Water Source: Unnamed wash

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 9,776 Gallons 0.030 Acre-feet

Capacity: 9,775 Gallons 0.030 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Lake:	SE, SENE	23	7N	28E

Point of Use (if different from Point of Diversion):

Comments:

Used nearby impoundment 26-139-U for storage

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-154-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: 1912

Type of Use: Stockwater, Wildlife

Feature Name: Little George reservoir stockwater

Water Source: Unnamed draw

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 143,375 Gallons 0.440 Acre-feet

Capacity: 143,374 Gallons 0.440 Acre-feet

Point of Diversion:

	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Dam:	SESE		7	7N	29E

Point of Use (if different from Point of Diversion):

	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Reservoir:	S2SE		7	7N	29E
	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
		N2NE	18	7N	29E

Comments:

Used nearby impoundment 26-085-U for storage

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-155-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1958

Type of Use: Stockwater, Wildlife

Feature Name: Russell reservoir stockwater

Water Source: Unnamed draw

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 19,551 Gallons 0.060 Acre-feet

Capacity: 19,551 Gallons 0.060 Acre-feet

Point of Diversion:

	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Lake:		W2NW	19	7N	29E
	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
		E2NE	24	7N	28E

Point of Use (if different from Point of Diversion):

Comments:

Used nearby impoundment 26-140-U for storage

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-156-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1997

Type of Use: Stockwater

Feature Name: Trick Tank

Water Source: South Fork Little Colorado River

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 28,672 Gallons 0.088 Acre-feet

Capacity: 28,672 Gallons 0.088 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	SENE	22	8N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-158-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1997

Type of Use: Stockwater

Feature Name: Bigelow Spring Tank

Water Source: South Fork Little Colorado River

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 80,744 Gallons 0.248 Acre-feet

Capacity: 80,744 Gallons 0.248 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
SWSE		23	8N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-160-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1997

Type of Use: Stockwater

Feature Name: Upper Trick Tank

Water Source: South Fork Little Colorado River

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 39,416 Gallons 0.121 Acre-feet

Capacity: 39,416 Gallons 0.121 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	NENE	19	8N	29E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-161-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1997

Type of Use: Stockwater

Feature Name: Fat Tank

Water Source: South Fork Little Colorado River

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 5,304 Gallons 0.016 Acre-feet

Capacity: 5,304 Gallons 0.016 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NESE	19	8N	29E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-162-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1997

Type of Use: Stockwater

Feature Name: Lower Trick Tank

Water Source: South Fork Little Colorado River

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 61,664 Gallons 0.189 Acre-feet

Capacity: 61,664 Gallons 0.189 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SWNE	30	8N	29E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-163-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1969

Type of Use: Stockwater

Feature Name: Dewitt Tank #2

Water Source: South Fork Little Colorado River

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 348,891 Gallons 1.071 Acre-feet

Capacity: 348,891 Gallons 1.071 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NESW	9	7N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-164-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1969

Type of Use: Stockwater

Feature Name: Side Hill Tank

Water Source: South Fork Little Colorado River

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 17,478 Gallons 0.054 Acre-feet

Capacity: 17,478 Gallons 0.054 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SENW	16	7N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: 26-165-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1991

Type of Use: Stockwater

Feature Name: Unnamed water tank

Water Source: South Fork Little Colorado River

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 658 Gallons 0.002 Acre-feet

Capacity: 658 Gallons 0.002 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NESW	23	7N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IRRIGATION ON HOPI RANCH LANDS

Water Right #: 26-026-D

Adjudication Filings: By Ranch: 39-03-89289, 39-03-89071, 39-03-89074, & 39-03-89075
 By USFS:
 By SLD:

Pre-adjudication Filings: By Ranch: Norviel Decree
 By USFS:
 By SLD:

Priority Date: Various dates from 1872-1881

Type of Use: Irrigation, Stockwater

Feature Name: Irrigation/stock use from LCR

Water Source: Little Colorado River

Annual Use: 54,091,332 Gallons 166.000 Acre-feet

Storage Right: Gallons Acre-feet

Irrigated Acres: 110.5

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Milligan Ditch (serving Milligan Field and extension):	NESW	7	8N	29E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Rim Ditch (serving Rim Field):	SENE	12	8N	28E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Springerville/26 Bar D.(serving 69 tract):	NWSE	5	8N	29E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Unnamed ditch(serving 69 tract):	NENE	7	8N	29E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Unnamed ditch(subirr. in 69 tract):	SENE	5	8N	29E

Point of Use (if different from Point of Diversion):

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Milligan Field and extension:	SENW, W2NE	7	8N	29E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Rim Field:	NW, W2NE	7	8N	29E

WATER RIGHT ABSTRACT FOR IRRIGATION ON HOPI RANCH LANDS

	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
69 Tract:		W2NW	4	8N	29E
	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
69 Tract:		E2NE	5	8N	29E

Comments: This abstract covers private 26 Bar Ranch irrigation and related stock use from the Little Colorado River, and excludes uses of water provided by the Pioneer Irrigation Co., Inc. (formerly the Round Valley Water Users Association). Information obtained from Apache County Superior Court shows 26 Bar Ranch is allowed 110.5 acres private irrigation with priority dates 1872-1881 under the Norviel Decree. Aerial photograph analysis shows present/historical irrigation approximating the 110.5 acres. Annual use is based on the Norviel Decree water duty of 1.5 ac-ft per ac for 110.5 acres. Conveyance loss of 2% per mile per the Norviel Decree is also claimed in addition to the above amount, or other conveyance loss amount as determined by the Norviel Decree court.

WATER RIGHT ABSTRACT FOR IRRIGATION ON HOPI RANCH LANDS

Water Right #: 26-027-D

Adjudication Filings: By Ranch: 39-03-89112
 By USFS:
 By SLD:

Pre-adjudication Filings: By Irrigation Co.: Norviel Decree
 By USFS:
 By SLD:

Priority Date: Various dates from 1872-1891

Type of Use: Irrigation, Stockwater

Feature Name: Pioneer Irrigation Co. Irrigation/stock use

Water Source: Little Colorado River

Annual Use: 41,546,054 Gallons 127.500 Acre-feet

Storage Right: 60,321,611 Gallons 185.120 Acre-feet

Irrigated Acres: 85

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Amity Ditch (serving Lower Barn and Calving Pasture):	SWNE	12	8N	28E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Big Ditch (serving Upper and Middle Barn Areas):	NWSE	16	8N	28E

Point of Use (if different from Point of Diversion):

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Upper/Middle/Lower Barn Areas:	N2SW,SWSW,SWNW	7	8N	29E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Upper/Middle/Lower Barn Areas:	NWNW	18	8N	29E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Calving Pasture:	NESE	7	8N	29E

Comments: This abstract covers irrigation and related stock water use from the Pioneer Irrigation Co., Inc. (Pioneer) (formerly the Round Valley Water Users Association) on the 26 Bar Ranch. The 26 Bar holds 3,025 shares in Pioneer. The storage volume and irrigated acreage are based on the total irrigated acres and storage amounts allowed for Pioneer (based on information received from Apache County Superior Court) times the ratio of 26 Bar Ranch shares to total Pioneer shares. Annual use is based on the Norviel Decree water duty of 1.5 ac-ft per ac for 85 acres. Relative proportion of conveyance loss of 2% per mile per the Norviel Decree is also claimed in addition to the above amount, or other conveyance loss amount as determined by the Norviel Decree court.

WATER RIGHT ABSTRACT FOR INSTREAM USE ON HOPI RANCH LANDS

Water Right #: 26-041-S

Adjudication Filings: By Ranch:

By USFS:

By SLD: 39-03-85707

Pre-adjudication Filings: By Ranch: 36-025019

By USFS:

By SLD: 36-000861

Priority Date: 1880

Type of Use: Stockwater, Wildlife

Feature Name: Instream use, LCR

Water Source: Little Colorado River

Annual Use: 58,653 Gallons 0.180 Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NWNW	30	10N	29E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR INSTREAM USE ON HOPI RANCH LANDS

Water Right #: 26-044-S

Adjudication Filings: By Ranch:
 By USFS:
 By SLD: 39-03-85712

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD: 36-000213

Priority Date: Prior to 1884

Type of Use: Stockwater, Wildlife

Feature Name: Instream use, LCR

Water Source: Little Colorado River

Annual Use: 149,892 Gallons 0.460 Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NESW	30	10N	29E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR INSTREAM USE ON HOPI RANCH LANDS

Water Right #: 26-045-S

Adjudication Filings: By Ranch:
 By USFS:
 By SLD: 39-03-85714

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD: 36-000132

Priority Date: Prior to 1884

Type of Use: Stockwater, Wildlife

Feature Name: Instream use, LCR

Water Source: Little Colorado River

Annual Use: 456,192 Gallons 1.400 Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NWNE	31	10N	29E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NWNE, SWNE, SENE	31	10N	29E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR SPRING ON HOPI RANCH LANDS

Water Right #: 26-003-D

Adjudication Filings: By Ranch: 39-03-87466

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch: 36-025025

By USFS:

By SLD:

Priority Date: Approx. 1890

Type of Use: Stockwater

Feature Name: Cottonwood Spring

Water Source: Cottonwood Spring

Tributary: Canero Creek-Little Colorado River

Annual Use: 81,463 Gallons 0.250 Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SESW	16	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR SPRING ON HOPI RANCH LANDS

Water Right #: 26-006-D

Adjudication Filings: By Ranch: 39-03-87467

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch: 36-025022

By USFS:

By SLD:

Priority Date: 1890

Type of Use: Stockwater

Feature Name: Trap Spring

Water Source: Trap Spring

Tributary: Canero Creek-Little Colorado River

Annual Use: 97,755 Gallons 0.300 Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SWSE	16	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR SPRING ON HOPI RANCH LANDS

Water Right #: 26-008-D

Adjudication Filings: By Ranch: 39-03-87468

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch: 36-025021

By USFS:

By SLD:

Priority Date: 1890

Type of Use: Stockwater

Feature Name: Horse Spring

Water Source: Horse Spring

Tributary: Canero Creek-Little Colorado River

Annual Use: 97,755 Gallons 0.300 Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NWNE	21	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR SPRING ON HOPI RANCH LANDS

Water Right #: 26-157-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1969

Type of Use: Livestock

Feature Name: Coop Spring

Water Source: South Fork Little Colorado River

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 30,304 Gallons 0.093 Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SENE	27	8N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR SPRING ON HOPI RANCH LANDS

Water Right #: 26-159-U

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1997

Type of Use: Livestock

Feature Name: Wad Spring

Water Source: South Fork Little Colorado River

Tributary: South Fork Little Colorado River-Little Colorado River

Annual Use: 30,304 Gallons 0.093 Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NWNW	25	8N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-001-D

Adjudication Filings: By Ranch: 39-03-87460
 By USFS:
 By SLD:

Pre-adjudication Filings: By Ranch: 55-646494
 By USFS:
 By SLD:

Priority Date: About 1961

Type of Use: Stockwater

Feature Name: N.Fork Well

Water Source: Groundwater (N. Fork Well)

Max. Flow Rate (GPM):

Annual Use: 338,885 Gallons 1.040 Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NENE	21	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-002-DS

Adjudication Filings: By Ranch: 39-03-87465
 By USFS:
 By SLD: 39-03-85674

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD: 55-614137

Priority Date: Jan. 19, 1916

Type of Use: Domestic, Stockwater, Wildlife

Feature Name: N.Fork HQ Well

Water Source: Groundwater (N. Fork HQ Well)

Max. Flow Rate (GPM):

Annual Use: 338,885 Gallons 1.040 Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NESWNE	21	10N	28E

Point of Use (if different from Point of Diversion):

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SWNE, N2NE	21	10N	28E

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-015-S

Adjudication Filings: By Ranch: 39-03-89063
 By USFS:
 By SLD: 39-03-85539

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD: 55-614098

Priority Date: Feb. 24, 1917

Type of Use: Stockwater, Wildlife

Feature Name: Rocky well

Water Source: Groundwater (Rocky Well)

Max. Flow Rate (GPM): 20

Annual Use: 677,771 Gallons 2.080 Acre-feet

Storage Right: 30,000 Gallons 0.092 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SENE	23	9N	28E

Point of Use (if different from Point of Diversion):

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SENE	23	9N	28E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SWNW	24	9N	28E

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-016-S

Adjudication Filings: By Ranch: 39-03-89064

By USFS:

By SLD: 39-03-85544

Pre-adjudication Filings: By Ranch: 55-644834

By USFS:

By SLD: 55-614099

Priority Date: Dec. 30, 1853

Type of Use: Stockwater, Wildlife

Feature Name: South Udahl Well

Water Source: Groundwater (South Udahl Well)

Max. Flow Rate (GPM): 10

Annual Use: 1,016,656 Gallons 3.120 Acre-feet

Storage Right: 45,000 Gallons 0.138 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SESE	36	9N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-017-S
 Adjudication Filings: By Ranch: 39-03-89065
 By USFS:
 By SLD: 39-03-85530

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD: 55-614097

Priority Date: Feb. 24, 1917

Type of Use: Stockwater, Wildlife

Feature Name:

Water Source: Groundwater (Hamblin Well)

Max. Flow Rate (GPM): 10

Annual Use: 677,771 Gallons 2.080 Acre-feet

Storage Right: 60,000 Gallons 0.184 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SENW	3	9N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-018-S
 Adjudication Filings: By Ranch: 39-03-89066
 By USFS:
 By SLD: 39-03-85671
 Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD: 55-614136
 Priority Date: Sep.27, 1916
 Type of Use: Stockwater, Wildlife
 Feature Name: Udahl Well
 Water Source: Groundwater (Udahl Well)
 Max. Flow Rate (GPM): 2.5

Annual Use: 338,885 Gallons 1.040 Acre-feet
 Storage Right: 30,000 Gallons 0.092 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SWSE	18	10N	28E

Point of Use (if different from Point of Diversion):

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SWSE	18	10N	28E
<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Water also piped to:	NWNW	29	10N	28E

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-019-S

Adjudication Filings: By Ranch: 39-03-89067
 By USFS:
 By SLD: 39-03-85715

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD: 55-614144

Priority Date: Jan.7, 1924

Type of Use: Stockwater, Wildlife

Feature Name: River Well

Water Source: Groundwater (River Well)

Max. Flow Rate (GPM):

Annual Use: 338,885 Gallons 1.040 Acre-feet

Storage Right: 25,000 Gallons 0.077 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NWSW	31	10N	29E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-020-D

Adjudication Filings: By Ranch: 39-03-89068
 By USFS:
 By SLD:

Pre-adjudication Filings: By Ranch: 55-625567
 By USFS:
 By SLD:

Priority Date: 6/12/1982

Type of Use: Stockwater

Feature Name: Cinder Well

Water Source: Groundwater (Cinder Well)

Max. Flow Rate (GPM): 30

Annual Use: 338,885 Gallons 1.040 Acre-feet

Storage Right: 50,000 Gallons 0.153 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	NWSE	27	9N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-021-S
 Adjudication Filings: By Ranch: 39-03-89069
 By USFS:
 By SLD:
 Pre-adjudication Filings: By Ranch: 55-625565
 By USFS:
 By SLD:
 Priority Date: 6/12/1982
 Type of Use: Stockwater
 Feature Name: Coulter Well
 Water Source: Groundwater (Coulter Well)
 Max. Flow Rate (GPM): 30

Annual Use: 338,885 Gallons 1.040 Acre-feet
 Storage Right: 30,000 Gallons 0.092 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NESWNE	2	9N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-022-D
 Adjudication Filings: By Ranch: 39-03-89070
 By USFS:
 By SLD:
 Pre-adjudication Filings: By Ranch: 55-625566
 By USFS:
 By SLD:
 Priority Date: 6/12/1982
 Type of Use: Stockwater
 Feature Name: Whiting Well
 Water Source: Groundwater (Whiting Well)
 Max. Flow Rate (GPM): 30

Annual Use: 677,771 Gallons 2.080 Acre-feet
 Storage Right: 50,000 Gallons 0.153 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NWNW	14	9N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-023-D

Adjudication Filings: By Ranch: 39-03-89072

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch: 55-625564

By USFS:

By SLD:

Priority Date: Prior to 1962

Type of Use: Domestic, Stockwater

Feature Name: 26 Bar HG Well

Water Source: Groundwater (26 Bar HG Well)

Max. Flow Rate (GPM): 35

Annual Use: 5,734,985 Gallons 17.600 Acre-feet

Storage Right: 15,000 Gallons 0.046 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NWSWNW	7	8N	29E

Point of Use (if different from Point of Diversion):

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SWNW, SWSW	7	8N	29E

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-024-D

Adjudication Filings: By Ranch: 39-03-89073
 By USFS:
 By SLD:

Pre-adjudication Filings: By Ranch: 55-625563
 By USFS:
 By SLD:

Priority Date: Prior to 1962

Type of Use: Domestic, Stockwater

Feature Name: Lower Corral Well

Water Source: Groundwater (Lower Corral Well)

Max. Flow Rate (GPM):

Annual Use: 1,759,598 Gallons 5.400 Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NWNE	7	8N	29E

Point of Use (if different from Point of Diversion):

	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
At well:		NWNE	7	8N	29E
	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
At house:		NWSE	7	8N	29E
	<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
At barns & pasture:		NESE	7	8N	29E

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-025-D

Adjudication Filings: By Ranch: 39-03-89076
 By USFS:
 By SLD:

Pre-adjudication Filings: By Ranch: 55-803074
 By USFS:
 By SLD:

Priority Date: Before 1964

Type of Use: Stockwater

Feature Name: Becker Well

Water Source: Groundwater (Becker Well)

Max. Flow Rate (GPM): 10

Annual Use: 338,885 Gallons 1.040 Acre-feet

Storage Right: 800 Gallons 0.002 Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NWSE	30	9N	29E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-028-D

Adjudication Filings: By Ranch: 39-03-91909
 By USFS:
 By SLD:

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD:

Priority Date: Prior to 1980

Type of Use: Irrigation

Feature Name: Calving Pasture Well

Water Source: Groundwater (Calving Pasture Well)

Max. Flow Rate (GPM): 100

Annual Use: 19,225,233 Gallons 59.000 Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	NESE	7	8N	29E

Point of Use (if different from Point of Diversion):

Comments:

Annual use not verified

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-029-D

Adjudication Filings: By Ranch: 39-03-91910
 By USFS:
 By SLD:

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD:

Priority Date: Prior to 1980

Type of Use: Irrigation

Feature Name: 10" Rim Pasture Well

Water Source: Groundwater (10 Rim Pasture Well)"

Max. Flow Rate (GPM): 300

Annual Use: 51,484,521 Gallons 158.000 Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SESWNW	7	8N	29E

Point of Use (if different from Point of Diversion):

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	NW, W2NE	7	8N	29E

Comments:

Annual use not verified

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-040-S

Adjudication Filings: By Ranch:
 By USFS:
 By SLD: 39-03-85685

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD: 55-614139

Priority Date: Sep.27, 1916

Type of Use: Stockwater, Wildlife

Feature Name: East House Pasture Well

Water Source: Groundwater (East House Pasture Well)

Max. Flow Rate (GPM):

Annual Use: 677,771 Gallons 2.080 Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SESE	22	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-046-D

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch: 55-625562

By USFS:

By SLD:

Priority Date: Prior to 1962

Type of Use: Stockwater

Feature Name: Unnamed well

Water Source: Groundwater (unnamed well)

Max. Flow Rate (GPM): 35

Annual Use: 338,885 Gallons 1.040 Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
SESWNW		7	8N	29E

Point of Use (if different from Point of Diversion):

Comments:

Annual use not verified

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-047-D

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1967

Type of Use: Stockwater

Feature Name: Rabbit well

Water Source: Groundwater (Rabbit Well)

Max. Flow Rate (GPM):

Annual Use: 338,885 Gallons 1.040 Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
	NWNE	12	8N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-048-D

Adjudication Filings: By Ranch:
 By USFS:
 By SLD:

Pre-adjudication Filings: By Ranch:
 By USFS:
 By SLD:

Priority Date: Unknown

Type of Use: Stockwater

Feature Name: Well

Water Source: Groundwater (well)

Max. Flow Rate (GPM):

Annual Use: 338,885 Gallons 1.040 Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SWNE	12	8N	28E

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-166-S

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: Prior to 1969

Type of Use: Stockwater

Feature Name: Unnamed Well

Water Source: Canero Creek

Max. Flow Rate (GPM):

Annual Use: 338,885 Gallons 1.040 Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
	SWNE	21	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-167-S

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: 4/4/2016

Type of Use: Stockwater

Feature Name: Unnamed Well

Water Source: Canero Creek

Max. Flow Rate (GPM): 20

Annual Use: 338,885 Gallons 1.040 Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
SESW		24	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: 26-168-S

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Pre-adjudication Filings: By Ranch:

By USFS:

By SLD:

Priority Date: 4/4/2016

Type of Use: Stockwater

Feature Name: Unnamed Well

Water Source: Canero Creek

Max. Flow Rate (GPM): 20

Annual Use: 338,885 Gallons 1.040 Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

<u>Description</u>	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
SENW		29	10N	28E

Point of Use (if different from Point of Diversion):

Comments:

EXHIBIT 5.10.1B

Map of DoBell Ranch

IN PROCESS OF FINALIZATION

EXHIBIT 5.10.1BB

ATTACHED

EXHIBIT 5.10.1BB
Hopi Abstracts for DoBell Ranch

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: DO-001

Adjudication Filings: By Ranch: 39-03-81780

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: 2/15/1957

Type of Use: Stock

Feature Name: Lime Well

Water Source: Washboard Wash

Tributary: Washboard Wash-Little Colorado River

Annual Use: 449,675 Gallons 1.380 Acre-feet

Capacity: 11,991 Gallons 0.037 Acre-feet

Point of Diversion: QQ: NESW T: 16N R: 23E Sec.: 21

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: DO-002

Adjudication Filings: By Ranch: 39-03-86333

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: 9/6/1916

Type of Use: Stock

Feature Name: Unnamed Well

Water Source: Washboard Wash

Tributary: Washboard Wash-Little Colorado River

Annual Use: 449,675 Gallons 1.380 Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion: QQ: NWNE T: 16N R: 23E Sec.: 33

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: DO-003

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1992

Type of Use: Stock

Feature Name: Unnamed Well

Water Source: Milky Wash

Tributary: Milky Wash

Annual Use: 449,675 Gallons 1.380 Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion: QQ: SESW T: 16N R: 24E Sec.: 33

Point of Use (if different from Point of Diversion):

Comments:

NOT AVAILABLE FOR DOWNLOAD

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: DO-004

Adjudication Filings: By Ranch: 39-03-86332

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1884

Type of Use: Stock

Feature Name: Padilla Tank

Water Source: Washboard Wash

Tributary: Washboard Wash-Little Colorado River

Annual Use: 16,651 Gallons 0.051 Acre-feet

Capacity: 16,651 Gallons 0.051 Acre-feet

Point of Diversion: QQ: NWNW T: 16N R: 23E Sec.: 27

Point of Use (if different from Point of Diversion):

Comments:

SOPC Parent app 34-38427. UTM location places impoundment in Section 27

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: DO-005

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1971

Type of Use: Stock

Feature Name: Unnamed tank

Water Source: Washboard Wash

Tributary: Washboard Wash-Little Colorado River

Annual Use: 325,851 Gallons 1.000 Acre-feet

Capacity: 325,851 Gallons 1.000 Acre-feet

Point of Diversion: QQ: SESW T: 15N R: 23E Sec.: 04

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: DO-006

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1955

Type of Use: Stock

Feature Name: Unnamed tank

Water Source: Milky Wash

Tributary: Milky Wash

Annual Use: 286,749 Gallons 0.880 Acre-feet

Capacity: 286,749 Gallons 0.880 Acre-feet

Point of Diversion: QQ: SESE T: 16N R: 24E Sec.: 33

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: DO-007

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1955

Type of Use: Stock

Feature Name: Stock tank

Water Source: Washboard Wash

Tributary: Washboard Wash-Little Colorado River

Annual Use: 9,136,873 Gallons 28.040 Acre-feet

Capacity: 9,136,873 Gallons 28.040 Acre-feet

Point of Diversion: QQ: SWSE T: 16N R: 24E Sec.: 31

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: DO-008

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1971

Type of Use: Stock

Feature Name: Unnamed tank

Water Source: Washboard Wash

Tributary: Washboard Wash-Little Colorado River

Annual Use: 357,756 Gallons 1.098 Acre-feet

Capacity: 357,756 Gallons 1.098 Acre-feet

Point of Diversion: QQ: NENE T: 16N R: 23E Sec.: 04

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: DO-009

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1996

Type of Use: Stock

Feature Name: Unnamed pond

Water Source: Washboard Wash

Tributary: Washboard Wash-Little Colorado River

Annual Use: 13,742 Gallons 0.042 Acre-feet

Capacity: 13,742 Gallons 0.042 Acre-feet

Point of Diversion: QQ: NESW T: 16N R: 23E Sec.: 23

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: DO-010

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1992

Type of Use: Stock

Feature Name: Unnamed tank

Water Source: Milky Wash

Tributary: Milky Wash

Annual Use: 3,600 Gallons 0.011 Acre-feet

Capacity: 3,600 Gallons 0.011 Acre-feet

Point of Diversion: QQ: SESE T: 16N R: 24E Sec.: 33

Point of Use (if different from Point of Diversion):

Comments:

EXHIBIT 5.10.1C

Map of Aja Ranch fee lands

IN PROCESS OF FINALIZATION

EXHIBIT 5.10.1CC

ATTACHED

EXHIBIT 5.10.1CC
Hopi Abstracts for Aja Ranch fee lands

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: AJ-007-D
Adjudication Filings: By Ranch: 39-03-88062
By USFS:
By SLD:
Preadjudication Filing: 55-649881
Priority Date: 6/14/1982
Type of Use: Stockwater
Feature Name: Clear Cr. Well
Water Source: GW - Clear Creek Windmill
Tributary:
Max. Flow Rate (GPM): 10
Annual Use: 4,320,000 Gallons 13.258 Acre-feet
Storage Right: 4,320,000 Gallons 13.258 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWNE	31	18	16

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-009-D
 Adjudication Filings: By Ranch: 39-03-88064
 By USFS:
 By SLD:
 Preadjudication Filing: 36-26307
 Priority Date: 6/29/1979
 Type of Use: Stockwater
 Feature Name: Chevelon Cr. Reservoir
 Water Source: Lake - Dam at Chevelon Creek
 Tributary:
 Max. Flow Rate (GPM):

Annual Use:	931,700	Gallons	2.859	Acre-feet
Capacity:	0	Gallons	0.000	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWNW	23	18	17

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
S2NE	27	18	17

Comments:

WATER RIGHT ABSTRACT FOR INSTREAM USE ON HOPI RANCH LANDS

Water Right #: AJ-010-D

Adjudication Filings: By Ranch: 39-03-88065

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1942

Type of Use: Stockwater

Feature Name: McHood (Clear Cr.) Res.

Water Source: Dam at Clear Creek Reservoir

Annual Use: Gallons Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSW	10	18	16

Point of Use (if different from Point of Diversion):

Comments:

Imaged record from ADWR is missing statement of claim. Storage capacity and annual volume of use will be declared when located.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-030-DS
 Adjudication Filings: By Ranch: 39-03-88085
 By USFS:
 By SLD: 39-03-86494
 Preadjudication Filing: 38-26329
 Priority Date: Prior to 1942
 Type of Use: Stockpond
 Feature Name: Little Tank
 Water Source: Unnamed
 Tributary: Clear Creek
 Max. Flow Rate (GPM):

Annual Use:	2,769,737	Gallons		8.500	Acre-feet
Capacity:	2,769,737	Gallons		8.500	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NENE	21	18	16

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SESE	16	18	16'

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-031 D

Adjudication Filings: By Ranch: 39-03-88086

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1942

Type of Use: Stockpond

Feature Name: River Tank #1

Water Source: Chevelon Creek & Unnamed Source

Tributary: Little Colorado and Clear Creek

Max. Flow Rate (GPM):

Annual Use: 260,681 Gallons 0.800 Acre-feet

Capacity: 260,681 Gallons 0.800 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SESE	11	18	16

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-033-D
Adjudication Filings: By Ranch: 39-03-88088
By USFS:
By SLD:
Preadjudication Filing: 38-26319
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: River Tank #2
Water Source: Chevelon Creek
Tributary: Little Colorado and Clear Creek
Max. Flow Rate (GPM):

Annual Use: 162,926 Gallons 0.500 Acre-feet
Capacity: 162,926 Gallons 0.500 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SENE	7	18	17

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-055-D

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1968

Type of Use: Stockwater

Feature Name: Clear Creek Tank

Water Source: GW - Clear Creek Windmill

Tributary:

Max. Flow Rate (GPM):

Annual Use: 41,187 Gallons 0.126 Acre-feet

Capacity: 41,187 Gallons 0.126 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SENE	31	18	16

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR INSTREAM USE ON HOPI RANCH LANDS

Water Right #: AJ-058-D

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date:

Type of Use:

Feature Name: Portion of Clear Creek Reservoir

Water Source:

Annual Use: Gallons Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NENW	21	18	16

Point of Use (if different from Point of Diversion):

Comments:

EXHIBIT 5.10.1D

Map of Homolovi fee lands

IN PROCESS OF FINALIZATION

EXHIBIT 5.10.1DD

ATTACHED

EXHIBIT 5.10.1DD
Hopi Abstracts for Homolovi fee lands

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: HO-001

Adjudication Filings: By Ranch: 39-03-86498

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1955

Type of Use: Stock

Feature Name: Unnamed impoundment

Water Source: McDonald Canyon

Tributary: McDonald Canyon-Little Colorado River

Annual Use: 21,106 Gallons 0.065 Acre-feet

Capacity: 21,106 Gallons 0.065 Acre-feet

Point of Diversion: QQ: SWSE T: 19N R: 17E Sec.: 31

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: HO-002

Adjudication Filings: By Ranch: 39-03-81784

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1971

Type of Use: Stock

Feature Name: Unnamed impoundment

Water Source: McDonald Canyon

Tributary: McDonald Canyon-Little Colorado River

Annual Use: 230,121 Gallons 0.706 Acre-feet

Capacity: 230,121 Gallons 0.706 Acre-feet

Point of Diversion: QQ: SWSE T: 19N R: 17E Sec.: 31

Point of Use (if different from Point of Diversion):

Comments:

Impoundment is adjacent to older impoundment, Cement Dip Tank.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: HO-003

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1980

Type of Use: Stock

Feature Name: Unnamed tank

Water Source: Rincon Basin

Tributary: Rincon Basin-Little Colorado River

Annual Use: 173,328 Gallons 0.532 Acre-feet

Capacity: 173,328 Gallons 0.532 Acre-feet

Point of Diversion: QQ: NWNW T: 20N R: 16E Sec.: 29

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: HO-004

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1999

Type of Use: Stock

Feature Name: Unnamed tank

Water Source: McDonald Canyon

Tributary: McDonald Canyon-Little Colorado River

Annual Use: 471,720 Gallons 1.448 Acre-feet

Capacity: 471,720 Gallons 1.448 Acre-feet

Point of Diversion: QQ: SESW T: 18N R: 17E Sec.: 31

Point of Use (if different from Point of Diversion):

Comments:

EXHIBIT 5.10.1E

Map of Hart Ranch fee land

IN PROCESS OF FINALIZATION

EXHIBIT 5.10.1EE

IN PROCESS OF FINALIZATION

EXHIBIT 5.10.1EE

Hopi Abstracts for Hart Ranch fee lands

PLACEHOLDER FOR HOPI ABSTRACTS FOR
HART RANCH FEE LANDS

EXHIBIT 5.10.1F

Map of Clear Creek Ranch fee lands

IN PROCESS OF FINALIZATION

EXHIBIT 5.10.1FF

ATTACHED

EXHIBIT 5.10.1FF

Hopi Abstracts for Clear Creek Ranch fee lands

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-016-D

Adjudication Filings: By Ranch: 39-03-87923

By USFS:

By SLD:

Preadjudication Filing: 38-21637

Priority Date: 11/22/1968

Type of Use: Stockpond, Wildlife

Feature Name: King Tank

Water Source: No name

Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use: 1,205,650 Gallons 3.700 Acre-feet

Capacity: 1,205,650 Gallons 3.700 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NESE	21	18	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-043-D

Adjudication Filings: By Ranch: 39-03-89313

By USFS:

By SLD:

Preadjudication Filing: 38-64280

Priority Date: 6/1/1955

Type of Use: Stockpond, Wildlife

Feature Name: Model T Tank Section 1

Water Source: Tucker Wash

Tributary: Little Colorado

Max. Flow Rate (GPM):

Annual Use: 387,763 Gallons 1.190 Acre-feet

Capacity: 387,763 Gallons 1.190 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNWNE	1	18	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-044-D
Adjudication Filings: By Ranch: 39-03-89314
By USFS:
By SLD:
Preadjudication Filing: 38-64280
Priority Date: 6/1/1955
Type of Use: Stockpond, Wildlife
Feature Name: Model T Tank Section 2
Water Source: Tucker Wash
Tributary: Little Colorado
Max. Flow Rate (GPM):

Annual Use:	2,808,839	Gallons	8.620	Acre-feet
Capacity:	2,808,839	Gallons	8.620	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNWNE	1	18	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-049-D
 Adjudication Filings: By Ranch: 39-03-89319
 By USFS:
 By SLD:
 Preadjudication Filing: 55-606822
 Priority Date: 1/1/1955
 Type of Use: Stockpond, Wildlife, Domestic
 Feature Name: Hartman (House) Well & Tank
 Water Source: GW - Hartman (House) Well
 Tributary:
 Max. Flow Rate (GPM):

Annual Use: 651,703 Gallons 2.000 Acre-feet
 Capacity: 24,439 Gallons 0.075 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NESWNE	13	18	14

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNWNE	13	18	14

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-050-D
 Adjudication Filings: By Ranch: 39-03-89320
 By USFS:
 By SLD:
 Preadjudication Filing: 33-90547
 Priority Date: 10/15/1982
 Type of Use: Stockpond, Wildlife
 Feature Name: Sebenik (Loyd's Tank)
 Water Source: Back Wash
 Tributary: Little Colorado
 Max. Flow Rate (GPM):

Annual Use:	1,101,378	Gallons	3.380	Acre-feet
Capacity:	1,101,378	Gallons	3.380	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSESW	13	18	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-064-D

Adjudication Filings: By Ranch: 39-03-89333

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: 7/1/1975

Type of Use: Stockpond

Feature Name: Well #8 & Windmill Well #8 Tank

Water Source: GW (well)

Tributary:

Max. Flow Rate (GPM):

Annual Use: 32,585 Gallons 0.100 Acre-feet

Capacity: 32,585 Gallons 0.100 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSE	32	19	15

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNE	5	18	15

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-065-D
 Adjudication Filings: By Ranch: 39-03-89334
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 10/15/1982
 Type of Use: Stockpond, Wildlife
 Feature Name: Mediator Tank
 Water Source: Mesa Wash
 Tributary: Little Colorado River

Max. Flow Rate (GPM):

Annual Use:	13,686	Gallons	0.042	Acre-feet
Capacity:	13,686	Gallons	0.042	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNWNE	7	18	15

Point of Use (if different from Point of Diversion):

Comments:

One in a series of tanks alongside highway.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-066-D
 Adjudication Filings: By Ranch: 39-03-89335
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 10/15/1982
 Type of Use: Stockpond, Wildlife
 Feature Name: Pennsylvania Tank
 Water Source: Mesa Wash
 Tributary: Little Colorado River

Max. Flow Rate (GPM):

Annual Use:	20,854	Gallons	0.064	Acre-feet
Capacity:	20,854	Gallons	0.064	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNWNE	7	18	15

Point of Use (if different from Point of Diversion):

Comments:

One in a series of tanks alongside highway.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-068-D
 Adjudication Filings: By Ranch: 39-03-89337
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 10/15/1982
 Type of Use: Stockpond, Wildlife
 Feature Name: Daniel's Tank
 Water Source: Mesa Wash
 Tributary: Little Colorado River

Max. Flow Rate (GPM):

Annual Use:	15,315	Gallons	0.047	Acre-feet
Capacity:	15,315	Gallons	0.047	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SENENW	7	18	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-069-D
 Adjudication Filings: By Ranch: 39-03-89338
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 10/15/1982
 Type of Use: Stockpond, Wildlife
 Feature Name: Hoskin's Tank
 Water Source: Mesa Wash
 Tributary: Little Colorado River
 Max. Flow Rate (GPM):

Annual Use:	22,158	Gallons	0.068	Acre-feet
Capacity:	22,158	Gallons	0.068	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NESENW	7	18	15

Point of Use (if different from Point of Diversion):

Comments:

One in a series of tanks alongside highway.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-070-D

Adjudication Filings: By Ranch: 39-03-89339

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: 10/15/1982

Type of Use: Stockpond, Wildlife

Feature Name: Matthew's Tank

Water Source: Mesa Wash

Tributary: Little Colorado River

Max. Flow Rate (GPM):

Annual Use: 9,450 Gallons 0.029 Acre-feet

Capacity: 9,450 Gallons 0.029 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSENW	7	18	15

Point of Use (if different from Point of Diversion):

Comments:

One in a series of tanks alongside highway.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-071-D
 Adjudication Filings: By Ranch: 39-03-89340
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 10/15/1982
 Type of Use: Stockpond, Wildlife
 Feature Name: Omega Tank
 Water Source: Mesa Wash
 Tributary: Little Colorado River

Max. Flow Rate (GPM):

Annual Use:	6,191	Gallons	0.019	Acre-feet
Capacity:	6,191	Gallons	0.019	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSENW	7	18	15

Point of Use (if different from Point of Diversion):

Comments:

One in a series of tanks alongside highway.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-072-D
 Adjudication Filings: By Ranch: 39-03-89341
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 10/15/1982
 Type of Use: Stockpond, Wildlife
 Feature Name: Waterhole #1
 Water Source: Mesa Wash
 Tributary: Little Colorado River

Max. Flow Rate (GPM):

Annual Use:	52,136	Gallons	0.160	Acre-feet
Capacity:	52,136	Gallons	0.160	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSWSW	7	18	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-074-D

Adjudication Filings: By Ranch: 39-03-89343

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: 10/15/1982

Type of Use: Stockpond, Wildlife

Feature Name: Mark's Tank

Water Source: Mesa Wash

Tributary: Little Colorado River

Max. Flow Rate (GPM):

Annual Use: 16,944 Gallons 0.052 Acre-feet

Capacity: 16,944 Gallons 0.052 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNWNE	7	18	15

Point of Use (if different from Point of Diversion):

Comments:

One in a series of tanks alongside highway.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-075-D
Adjudication Filings: By Ranch: 39-03-89344
By USFS:
By SLD:

Preadjudication Filing:

Priority Date: 10/15/1982
Type of Use: Stockpond, Wildlife
Feature Name: Luke's Tank
Water Source: Mesa Wash
Tributary: Little Colorado River

Max. Flow Rate (GPM):

Annual Use:	9,776	Gallons	0.030	Acre-feet
Capacity:	9,776	Gallons	0.030	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNWNE	7	18	15

Point of Use (if different from Point of Diversion):

Comments:

One in a series of tanks alongside highway.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-076-D
 Adjudication Filings: By Ranch: 39-03-89345
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 10/15/1982
 Type of Use: Stockpond, Wildlife
 Feature Name: Branch Tank
 Water Source: Mesa Wash
 Tributary: Little Colorado River

Max. Flow Rate (GPM):

Annual Use:	13,360	Gallons	0.041	Acre-feet
Capacity:	13,360	Gallons	0.041	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNWNE	7	18	15

Point of Use (if different from Point of Diversion):

Comments:

One in a series of tanks alongside highway.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-085-D

Adjudication Filings: By Ranch: 39-03-89354

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: 1/26/83

Type of Use: Domestic use

Feature Name: Tucker Well

Water Source:

Tributary:

Max. Flow Rate (GPM):

Annual Use: 651,703 Gallons 2.000 Acre-feet

Capacity: 9,776 Gallons 0.030 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNWSW	13	19	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-086-D
 Adjudication Filings: By Ranch: 39-03-89355
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 3/1/1983
 Type of Use: Stockpond, Wildlife
 Feature Name: Tucker Tank (Ditch)
 Water Source: Tucker Tank Wash
 Tributary: Little Colorado River
 Max. Flow Rate (GPM):

Annual Use:	755,975	Gallons	2.320	Acre-feet
Capacity:	755,975	Gallons	2.320	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SESWSW	13	19	14

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSESW	13	19	14

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-100-DS
 Adjudication Filings: By Ranch: 39-03-89369
 By USFS:
 By SLD: 39-03-91764

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond, Wildlife
 Feature Name: Waterhole #4
 Water Source: Unknown
 Tributary: Unknown
 Max. Flow Rate (GPM):

Annual Use:	34,214	Gallons	0.105	Acre-feet
Capacity:	34,214	Gallons	0.105	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SESESE	36	19	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-134-DS
 Adjudication Filings: By Ranch: 39-03-89402
 By USFS:
 By SLD: 39-03-86570

Preadjudication Filing:

Priority Date: 7/1/1963
 Type of Use: Stockpond, Wildlife
 Feature Name: Big John's Tank
 Water Source: John's Wash
 Tributary: Little Colorado

Max. Flow Rate (GPM):

Annual Use:	580,015	Gallons	1.780	Acre-feet
Capacity:	580,015	Gallons	1.780	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SEWNNE	32	19	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-137-D

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date:

Type of Use:

Feature Name: Abstract Deleted

Water Source:

Tributary:

Max. Flow Rate (GPM):

Annual Use:	Gallons	Acre-feet
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Capacity:	Gallons	Acre-feet
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Point of Diversion:

Point of Use (if different from Point of Diversion):

Comments:

Abstract Deleted (No longer associated with ranch)

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-144-D

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date:

Type of Use:

Feature Name: Unnamed tank

Water Source:

Tributary:

Max. Flow Rate (GPM):

Annual Use: Gallons Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-145-D

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date:

Type of Use:

Feature Name: Unnamed tank

Water Source:

Tributary:

Max. Flow Rate (GPM):

Annual Use:	Gallons	Acre-feet
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Capacity:	Gallons	Acre-feet
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Point of Diversion:

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-146-D

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date:

Type of Use:

Feature Name: Unnamed tank

Water Source:

Tributary:

Max. Flow Rate (GPM):

Annual Use:	Gallons	Acre-feet
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Capacity:	Gallons	Acre-feet
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Point of Diversion:

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-148-D

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1982

Type of Use: Stockwater

Feature Name: Unnamed tank

Water Source:

Tributary: Jacks Canyon

Max. Flow Rate (GPM):

Annual Use: 34,970 Gallons 0.107 Acre-feet

Capacity: 34,970 Gallons 0.107 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SESE	19	18	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-149-D

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1982

Type of Use: Stockwater

Feature Name: Unnamed tank

Water Source:

Tributary: Jacks Canyon

Max. Flow Rate (GPM):

Annual Use: 20,788 Gallons 0.064 Acre-feet

Capacity: 20,788 Gallons 0.064 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	I	<u>R</u>
SESE	19	18	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-150-D

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1982

Type of Use: Stockwater

Feature Name: Unnamed tank

Water Source:

Tributary: Coyote Wash-Little Colorado River

Max. Flow Rate (GPM):

Annual Use: 2,631 Gallons 0.008 Acre-feet

Capacity: 2,631 Gallons 0.008 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWNW	7	18	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-152-D

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date:

Type of Use:

Feature Name: Unnamed tank

Water Source:

Tributary:

Max. Flow Rate (GPM):

Annual Use: Gallons Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: CC-155-DS

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date:

Type of Use:

Feature Name: Well

Water Source:

Tributary:

Max. Flow Rate (GPM):

Annual Use: Gallons Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

Point of Use (if different from Point of Diversion):

Comments:

Abstract deleted, not Hopi well

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: CC-156-D

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date:

Type of Use:

Feature Name: Well

Water Source:

Tributary:

Max. Flow Rate (GPM):

Annual Use: Gallons Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

Point of Use (if different from Point of Diversion):

Comments:

Abstract deleted, not Hopi well

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: CC-157-D

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date:

Type of Use:

Feature Name: Well

Water Source:

Tributary:

Max. Flow Rate (GPM):

Annual Use: Gallons Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

Point of Use (if different from Point of Diversion):

Comments:

Abstract deleted, not Hopi well

EXHIBIT 5.10.1G

Map of Hart Ranch

IN PROCESS OF FINALIZATION

EXHIBIT 5.10.1GG

ATTACHED

EXHIBIT 5.10.1GG
Hopi Abstracts for Hart Ranch trust lands

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: HT-001-I
 Adjudication Filings: By Ranch: 39-03-84303
 By USFS:
 By SLD:

Preadjudication Filing: 33-46470

Priority Date: 6/30/77

Type of Use: Stockwater

Feature Name: Unnamed

Water Source: Anderson Canyon

Tributary: Canyon Diablo

Max. Flow Rate (GPM):

Annual Use: 821,500 Gallons 2.521 Acre-feet

Capacity: 619,118 Gallons 1.900 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NENW	30	19	12

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-005-1
Adjudication Filing: 39-03-84305
Priority Date: 8/20/1996
Type of Use: Stockwater
Feature Name: Babbitt Tank #1
Water Source: Yellow Jacket Canyon
Tributary: Canyon Diablo
Annual Use (GAL): 358420

Capacity (AF): 1.1

Length (ft): 400 Width (ft): 200 Depth (ft): 8

QQ SEC T R

POD Location: SWSW 12 20 11

POU Location: SESW 12 20 11

(if different from POD)

NRCE Comment: This adjudication filing includes Babbitt Tank #2 but this tank falls on state trust land so this claim has been modified to only include Babbitt Tank #1. Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: HT-006-S
 Adjudication Filings: By Ranch: 39-03-84305
 By USFS:
 By SLD: 39-03-86635

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond
 Feature Name: Babbitt Tank #2
 Water Source: Yellow Jacket Canyon
 Tributary: Canyon Diablo
 Max. Flow Rate (GPM):

Annual Use:	1,500,000	Gallons	4.603	Acre-feet
Capacity:	231,354	Gallons	0.710	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	I	R
SESW	12	20	11

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-007-I
Adjudication Filing: 39-03-84306
Priority Date: 6/4/1975
Type of Use: Stockwater
Feature Name: Gorton Tank #1
Water Source: Yellow Jacket Canyon
Tributary: Canyon Diablo

Annual Use (GAL): 211790

Capacity (AF): 0.65

Length (ft):	Width (ft):	Depth (ft):		
	<u>OO</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
POD Location:	SENW	22	20	11
POU Location:	SENW	22	20	11

(if different from POD)

NRCE Comment: Called Golden Dam Tank in NHD database. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-008-I
Adjudication Filing: 39-03-84306
Priority Date: 6/4/1975
Type of Use: Stockpond
Feature Name: Gorton Tank #2
Water Source: Yellow Jacket Canyon
Tributary: Canyon Diablo
Annual Use (GAL): 606050
Capacity (AF): 1.86
Length (ft): Width (ft): Depth (ft):
POD Location: SENW 22 20 11
POU Location:
(if different from POD)
NRCE Comment: Called Golden Dam Tank in NHD database. Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: HT-009-S
 Adjudication Filings: By Ranch: 39-03-84306
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 6/4/1975
 Type of Use: Stockpond
 Feature Name: Gorton Tank #3
 Water Source: Yellow Jacket Canyon
 Tributary: Canyon Diablo
 Max. Flow Rate (GPM):

Annual Use:	2,000,000	Gallons	6.138	Acre-feet
Capacity:	443,158	Gallons	1.360	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SENW	22	20	11

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-010-1

Adjudication Filing: 39-03-84307

Priority Date: 6/1/1910

Type of Use: Stockpond

Feature Name: Casner Tank #1

Water Source: Wallace Canyon

Tributary: Canyon Diablo

Annual Use (GAL): 619080

Capacity (AF): 1.9

Length (ft): 230 Width (ft): 180 Depth (ft): 5

QQ SEC I R

POD Location: SWSWNE 18 19 12

POU Location:

(if different from POD)

NRCE Comment: POU modified to be the same as POD. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-011-I
Adjudication Filing: 39-03-84307
Priority Date: 6/1/1910
Type of Use: Stockpond
Feature Name: Casner Tank #2
Water Source: Jerkinson Wash
Tributary: Lute Hart Wash
Annual Use (GAL): 254150
Capacity (AF): 0.78
Length (ft): 150 Width (ft): 100 Depth (ft): 5
QQ SEC T R
POD Location: NWSE 18 19 12
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-017-I
Adjudication Filing: 39-03-84364
Priority Date: 6/4/1975
Type of Use: Stockwater
Feature Name: Dry (Grass Flat) Lake
Water Source: Dry Lake

Tributary:

Annual Use (GAL): 300000

Capacity (AF):

Length (ft):	Width (ft):	Depth (ft):		
	<u>OO</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
POD Location:	SE	32	19	9

POU Location:
(if different from POD)

NRCE Comment: The storage right is associated with the natural lake. Only the annual volume of use is provided; the water right is to a natural lake where its capacity (equal to 285 AF) is unrelated to annual use.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: HT-024-W
Adjudication Filing 39-03-84371
Priority Date: 7/1/1940
Type of Use: Stockwater, Domestic
Feature Name: Hart HQ Well
Max. Flow Rate (GPM): 15
Annual Use: 1703300 Gallons
Storage Right: 75000 Gallons
QQ Sec. T R
Point of Diversion: SESENE 7 20 11
NRCE Comment: Annual use calculated from 400,000 gallons for domestic use and 4 AF (1.3 million gallons) annually for stockwater.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: HT-025-W
Adjudication Filing 39-03-84372
Priority Date: 1967
Type of Use: Stockwater, Wildlife
Feature Name: Courthouse Well
Max. Flow Rate (GPM): 8
Annual Use: 1095000 Gallons
Storage Right: 25000 Gallons
QQ Sec. T R
Point of Diversion: NENENW 9 19 11
NRCE Comment:

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: HT-026-W
Adjudication Filing 39-03-84373
Priority Date: 2/1/1967
Type of Use: Stockwater, Wildlife
Feature Name: Walters (#1) Well
Max. Flow Rate (GPM): 8
Annual Use: 1095000 Gallons
Storage Right: 25000 Gallons

	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	NWSESW	24	19	10

NRCE Comment:

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: HT-027-W
Adjudication Filing 39-03-84374
Priority Date: 1970
Type of Use: Stockwater, Wildlife
Feature Name: Hard Luck Well
Max. Flow Rate (GPM): 8
Annual Use: 1095000 Gallons
Storage Right: 25000 Gallons
QQ Sec. T R
Point of Diversion: SWNW 29 20 11
NRCE Comment: Revised coordinates and POD location.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: HT-028-W
Adjudication Filing 39-03-84375
Priority Date: 1964
Type of Use: Stockwater, Wildlife
Feature Name: Bull Well
Max. Flow Rate (GPM): 8
Annual Use: 1095000 Gallons
Storage Right: 25000 Gallons
QQ Sec. T R
Point of Diversion: NWNESE 11 20 12
NRCE Comment:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: HT-029-S
 Adjudication Filings: By Ranch: 39-03-84376
 By USFS:
 By SLD: 39-03-86633

Preadjudication Filing:

Priority Date: 3/2/1926
 Type of Use: Stockwater, Wildlife
 Feature Name: Oil Well
 Water Source: GW- Oil Well

Tributary:

Max. Flow Rate (GPM): 8

Annual Use: 1,095,000 Gallons 3.360 Acre-feet

Storage Right: 25,000 Gallons 0.077 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NENENW	12	20	11

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: HT-030-W
Adjudication Filing 39-03-84377
Priority Date: 1950
Type of Use: Stockwater, Wildlife
Feature Name: Reservation Well
Max. Flow Rate (GPM): 8
Annual Use: 1095000 Gallons
Storage Right: 25000 Gallons
QQ Sec. I R
Point of Diversion: SWNENE 7 20 12
NRCE Comment:

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: HT-031-W
Adjudication Filing 39-03-84378
Priority Date: 1955
Type of Use: Stockwater, Wildlife
Feature Name: Bumpy Road Well
Max. Flow Rate (GPM): 8
Annual Use: 1095000 Gallons
Storage Right: 25000 Gallons

	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	L4	3	19	12

NRCE Comment:

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: HT-032-W
Adjudication Filing 39-03-84379
Priority Date: 1940
Type of Use: Stockwater
Feature Name: Walters #2 Well
Max. Flow Rate (GPM): 8
Annual Use: 1095000 Gallons
Storage Right: 25000 Gallons
QQ Sec. I R
Point of Diversion: SWSESE 23 19 10
NRCE Comment:

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: HT-033-W
Adjudication Filing 39-03-84380
Priority Date: 1960
Type of Use: Stockwater, Wildlife
Feature Name: Sunshine Well
Max. Flow Rate (GPM): 60
Annual Use: 1095000 Gallons
Storage Right: 25000 Gallons
QQ Sec. T R
Point of Diversion: NWSW 13 20 12.5
NRCE Comment: Revised coordinates and POD location.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: HT-034-W
Adjudication Filing 39-03-84381
Priority Date: 1964
Type of Use: Stockwater, Wildlife
Feature Name: Anderson Well
Max. Flow Rate (GPM): 60
Annual Use: 1095000 Gallons
Storage Right: 50000 Gallons
QQ Sec. I R
Point of Diversion: SENWSE 29 20 12
NRCE Comment:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: HT-036-S
 Adjudication Filings: By Ranch: 39-03-84383
 By USFS:
 By SLD: 39-03-86551

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond
 Feature Name: Elliott Tank
 Water Source: Elliot Canyon
 Tributary: Canyon Diablo

Max. Flow Rate (GPM):

Annual Use:	303,042	Gallons	0.930	Acre-feet
Capacity:	303,042	Gallons	0.930	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
L3	6	19	11

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
L3, L4	6	19	11

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-037-I
Adjudication Filing: 39-03-84384
Priority Date: 6/4/1975
Type of Use: Stockpond
Feature Name: Walters Tank
Water Source: Elliot Canyon
Tributary: Canyon Diablo
Annual Use (GAL): 55400
Capacity (AF): 0.17
Length (ft): 100 Width (ft): 60 Depth (ft): 2
QQ SEC I R
POD Location: SENE 23 19 12
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-038-I
Adjudication Filing: 39-03-84385
Priority Date: 6/4/1975
Type of Use: Stockpond
Feature Name: Lute Hart Tank
Water Source: Anderson Canyon
Tributary: Canyon Diablo
Annual Use (GAL): 1042660
Capacity (AF): 3.2
Length (ft): 350 Width (ft): 200 Depth (ft): 6
QQ SEC I R
POD Location: SENW 7 19 12
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-039-I
Adjudication Filing: 39-03-84386
Priority Date: 6/4/1975
Type of Use: Stockpond
Feature Name: Sinkhole Tank #1
Water Source: Anderson Canyon
Tributary: Canyon Diablo
Annual Use (GAL): 1332640
Capacity (AF): 4.09
Length (ft): 900 Width (ft): 420 Depth (ft): 7
 QQ SEC I R
POD Location: L1 31 20 12
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-040-I

Adjudication Filing: 39-03-84387

Priority Date: 6/4/1975

Type of Use: Stockpond, Wildlife

Feature Name: Chimney Tank

Water Source: Chimney Canyon

Tributary: Anderson Canyon

Annual Use (GAL): 368190

Capacity (AF): 1.13

Length (ft): 200 Width (ft): 125 Depth (ft): 6

QQ SEC I R

POD Location: NWSE 22 19 11

POU Location:

(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-041-I
Adjudication Filing: 39-03-84388
Priority Date: 6/4/1975
Type of Use: Stockpond, Wildlife
Feature Name: Courthouse Tank
Water Source: Courthouse Wash
Tributary: Anderson Canyon
Annual Use (GAL): 84720
Capacity (AF): 0.26
Length (ft): 100 Width (ft): 40 Depth (ft): 2
 QQ SEC T R
POD Location: NWSW 10 19 11
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-042-I

Adjudication Filing: 39-03-84389

Priority Date: 6/4/1975

Type of Use: Stockpond, Wildlife

Feature Name: Boyd Reid Tank

Water Source: Anderson Canyon

Tributary: Canyon Diablo

Annual Use (GAL): 553910

Capacity (AF): 1.7

Length (ft): 250 Width (ft): 100 Depth (ft): 6

QQ SEC I R

POD Location: NENW 10 19 11

POU Location:

(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-043-I
Adjudication Filing: 39-03-84390
Priority Date: 6/4/1975
Type of Use: Stockpond, Wildlife
Feature Name: Prosperity Tank
Water Source: Wallace Canyon
Tributary: Canyon Diablo
Annual Use (GAL): 319320
Capacity (AF): 0.98
Length (ft): 200 Width (ft): 120 Depth (ft): 3
OO SEC T R
POD Location: NWSW 35 20 12
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-044-I
Adjudication Filing: 39-03-84391
Priority Date: 6/4/1975
Type of Use: Stockpond
Feature Name: 66 Tank#1
Water Source: 66 Wash
Tributary: Canyon Diablo
Annual Use (GAL): 162920
Capacity (AF): 0.5
Length (ft): 175 Width (ft): 150 Depth (ft): 3
 QQ SEC I R
POD Location: SENESW 9 20 12
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-045-1
Adjudication Filing: 39-03-84392
Priority Date: 6/4/1975
Type of Use: Stockpond
Feature Name: 66 Tank#2
Water Source: 66 Wash
Tributary: Canyon Diablo
Annual Use (GAL): 162920
Capacity (AF): 0.5
Length (ft): 160 Width (ft): 140 Depth (ft): 2
QQ SEC T R
POD Location: NWSESW 9 20 12
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-047-I
Adjudication Filing: 39-03-84394
Priority Date: 1948
Type of Use: Stockpond, Wildlife
Feature Name: Sunshine Tank
Water Source: Sunshine Wash
Tributary: Canyon Diablo
Annual Use (GAL): 814580
Capacity (AF): 2.5
Length (ft): Width (ft): Depth (ft):
 QQ SEC T R
POD Location: NWNW 14 20 12.5
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: HT-049-S
 Adjudication Filings: By Ranch: 39-03-84396
 By USFS:
 By SLD: 39-03-86552

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond
 Feature Name: Eli Tank
 Water Source: Eli Wash
 Tributary: Anderson Canyon

Max. Flow Rate (GPM):

Annual Use:	1,684,652	Gallons	5.170	Acre-feet
Capacity:	1,684,652	Gallons	5.170	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
S2N2SW	8	19	11

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
S2N2SW, NESWSW	8	19	11

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-050-I
Adjudication Filing: 39-03-84397
Priority Date: 6/4/1975
Type of Use: Stockpond, Wildlife
Feature Name: Big Anderson Tank
Water Source: Anderson Canyon
Tributary: Canyon Diablo
Annual Use (GAL): 2202610
Capacity (AF): 6.76
Length (ft): 450 Width (ft): 200 Depth (ft): 10
QQ SEC I R
POD Location: WSE, NWN 2 19 11
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-063-I
Adjudication Filing: 39-03-84411
Priority Date: 11/19/1975
Type of Use: Stockpond, Wildlife
Feature Name: Crossroads Tank
Water Source: Wagon Box Draw
Tributary: Canyon Diablo
Annual Use (GAL): 1186020
Capacity (AF): 3.64
Length (ft): 350 Width (ft): 200 Depth (ft): 12
QQ SEC I R
POD Location: NENE 25 20 11
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-064-I

Adjudication Filing: 39-03-84412

Priority Date: 11/19/1975

Type of Use: Stockpond, Wildlife

Feature Name: Wagon Box Tank

Water Source: Wagon Box Draw

Tributary: Canyon Diablo

Annual Use (GAL): 3606930

Capacity (AF): 11.07

Length (ft): 425 Width (ft): 170 Depth (ft): 15

QQ SEC I R

POD Location: SESW 33 20 11

POU Location:

(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: HT-094-S

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1968

Type of Use: Stockwater

Feature Name: Unnamed tank

Water Source:

Tributary: Canyon Diablo

Max. Flow Rate (GPM):

Annual Use: 1,458 Gallons 0.004 Acre-feet

Capacity: 1,458 Gallons 0.004 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWNW	36	20	12

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-095-I

Adjudication Filing:

Priority Date: Prior to 1954

Type of Use: Stockpond

Feature Name: Unnamed

Water Source: Unnamed draw

Tributary:

Annual Use (GAL): 433360

Capacity (AF): 1.33

Length (ft): Width (ft): Depth (ft):

POD Location: NESE 13 20 12

POU Location:

(if different from POD)

NRCE Comment: No adjudication filings available. Priority date estimated from historic aerial imagery. Capacity calculated using surface area delineated from aerial imagery and NRCE's equation for capacity. Annual use assumed equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: HT-096-S

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1968

Type of Use: Stockwater

Feature Name: Unnamed tank

Water Source:

Tributary: Canyon Diablo

Max. Flow Rate (GPM):

Annual Use: 1,280,277 Gallons 3.929 Acre-feet

Capacity: 1,280,277 Gallons 3.929 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NESE	14	19	11

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-097-I

Adjudication Filing:

Priority Date: Prior to 1954

Type of Use: Stockpond

Feature Name: Unnamed

Water Source: Unnamed wash

Tributary:

Annual Use (GAL): 436620

Capacity (AF): 1.34

Length (ft): Width (ft): Depth (ft):

OO SEC T R

POD Location: NESW 5 20 11

POU Location:

(if different from POD)

NRCE Comment: No known adjudication filings available. Priority date estimated from historic aerial imagery. Capacity calculated using surface area delineated from aerial imagery and NRCE's equation for capacity. Annual use assumed equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-098-1

Adjudication Filing:

Priority Date: 1968

Type of Use: Stockpond

Feature Name: Unnamed

Water Source: Unnamed wash

Tributary:

Annual Use (GAL): 622340

Capacity (AF): 1.91

Length (ft): Width (ft): Depth (ft):

 OO SEC T R

POD Location: NWNE 19 20 11

POU Location:

(if different from POD)

NRCE Comment: No known adjudication filings available for this tank. Priority date estimated from QUAD map. Capacity calculated using surface area delineated from aerial imagery and NRCE's equation for capacity. Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: HT-099-S

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1968

Type of Use: Stockwater

Feature Name: Unnamed tank

Water Source:

Tributary: Canyon Diablo

Max. Flow Rate (GPM):

Annual Use: 6,227 Gallons 0.019 Acre-feet

Capacity: 6,227 Gallons 0.019 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSW	8	19	11

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-100-I

Adjudication Filing:

Priority Date: 1968

Type of Use: Stockpond

Feature Name: Unnamed

Water Source: Unnamed draw

Tributary:

Annual Use (GAL): 198760

Capacity (AF): 0.61

Length (ft): Width (ft): Depth (ft):

QQ SEC I R

POD Location: SWSW 24 19 10

POU Location:

(if different from POD)

NRCE Comment: No known adjudication filings available for this tank. Priority date estimated from QUAD map. Capacity calculated using surface area delineated from aerial imagery and NRCE's equation for capacity. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-101-I

Adjudication Filing:

Priority Date: Prior to 1954

Type of Use: Stockpond

Feature Name: Unnamed

Water Source: Unnamed draw

Tributary:

Annual Use (GAL): 87980

Capacity (AF): 0.27

Length (ft):	Width (ft):	Depth (ft):		
	<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
POD Location:	NENW	25	19	10

POU Location:

(if different from POD)

NRCE Comment: No adjudication filings available. Priority date estimated from historic aerial imagery. Capacity calculated using surface area delineated from aerial imagery and NRCE's equation for capacity. Annual use assumed equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-102-I

Adjudication Filing:

Priority Date: 1965

Type of Use: Stockpond

Feature Name: Unnamed

Water Source: Unnamed draw

Tributary:

Annual Use (GAL): 309540

Capacity (AF): 0.95

Length (ft): Width (ft): Depth (ft):

POD Location: SWNW 4 18 9

POU Location:

(if different from POD)

NRCE Comment: No known adjudication filings available for this tank. Priority date estimated from QUAD map. Capacity calculated using surface area delineated from aerial imagery and NRCE's equation for capacity. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-105-I

Adjudication Filing:

Priority Date: 1968

Type of Use: Stockpond

Feature Name: Unnamed

Water Source: Unnamed

Tributary:

Annual Use (GAL): 9780

Capacity (AF): 0.03

Length (ft): Width (ft): Depth (ft):

POD Location: NENE 10 19 11

POU Location:

(if different from POD)

NRCE Comment: Field verified. See photos. Priority date estimated from QUAD map. Capacity calculated using surface area delineated from aerial imagery and NRCE's equation for capacity. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: HT-105-W

Adjudication Filing

Priority Date: 4/28/2014

Type of Use: Stockwater

Feature Name: Hardluck Well

Max. Flow Rate (GPM): 6

Annual Use: 1080000 Gallons

Storage Right:

	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	NWNW	20	20	11

NRCE Comment: Drilled within the last three years. Annual average of 1,080,000 gallons is assumed based on average annual livestock water use on the Hopi Ranches.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-106-I

Adjudication Filing:

Priority Date: 1968

Type of Use: Stockpond

Feature Name: Unnamed

Water Source: Canyon Diablo

Tributary:

Annual Use (GAL): 35850

Capacity (AF): 0.11

Length (ft): Width (ft): Depth (ft):

QQ SEC I R

POD Location: NWNE 15 20 12

POU Location:

(if different from POD)

NRCE Comment: Field verified. See photos. Priority date estimated from QUAD map. Capacity calculated using surface area delineated from aerial imagery and NRCE's equation for capacity. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: HT-106-W

Adjudication Filing

Priority Date: 3/20/2015

Type of Use: Stockwater

Feature Name: Lute Tank #1 & #1-A (Casner)

Max. Flow Rate (GPM): 20

Annual Use: 1080000 Gallons

Storage Right:

	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	NWSESW	7	19	12

NRCE Comment: Drilled within the last three years. Annual average of 1,080,000 gallons is assumed based on average annual livestock water use on the Hopi Ranches.

WATER RIGHTS ABSTRACTS FOR SPRINGS ON HOPI RANCH LANDS

Water Right #: HT-107-S

Adjudication Filing

Priority Date: 1968

Type of Use: Stockpond

Feature Name: Spring

Water Source: Canyon Diablo

Tributary:

QQ SEC T R

Point of Diversion: NWNE 15 20 12

NRCE Comment: Field verified. See photos. Spring coming out of the limestone undercut feeds directly to impoundment HT-106-I. Priority date estimated from QUAD map. Maximum flow rate assumed to be equal to the other spring included in these claims.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: HT-107-W

Adjudication Filing

Priority Date: 5/3/2016

Type of Use: Stockwater

Feature Name: Sinkhole Well

Max. Flow Rate (GPM): 20

Annual Use: 1080000 Gallons

Storage Right:

	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Point of Diversion:	L1	30	20	12

NRCE Comment: Drilled within the last three years. Annual average of 1,080,000 gallons is assumed based on average annual livestock water use on the Hopi Ranches.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-108-I

Adjudication Filing:

Priority Date: 1968

Type of Use: Stockpond

Feature Name: Unnamed

Water Source: Unnamed

Tributary:

Annual Use (GAL): 48880

Capacity (AF): 0.15

Length (ft):	Width (ft):	Depth (ft):		
	<u>QQ</u>	<u>SEC</u>	<u>T</u>	<u>R</u>
POD Location:	L1	5	20	11

POU Location:
(if different from POD)

NRCE Comment: Field verified. See photos. Priority date estimated from QUAD map. Capacity calculated using surface area delineated from aerial imagery and NRCE's equation for capacity. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: HT-108-W

Adjudication Filing

Priority Date: 5/26/2016

Type of Use: Stockwater

Feature Name: Perry Well

Max. Flow Rate (GPM): 7

Annual Use: 1080000 Gallons

Storage Right:

	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Point of Diversion:	L4	7	19	11

NRCE Comment: Drilled within the last three years. Annual average of 1,080,000 gallons is assumed based on average annual livestock water use on the Hopi Ranches.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: HT-109-1

Adjudication Filing:

Priority Date: Prior to 1954

Type of Use: Stockpond

Feature Name: Unnamed

Water Source: Unnamed

Tributary:

Annual Use (GAL): 52140

Capacity (AF): 0.16

Length (ft): Width (ft): Depth (ft):

00 SEC T R

POD Location: NESE 12 19 11

POU Location:

(if different from POD)

NRCE Comment: Field verified. See photos. Priority date estimated from aerial imagery. Capacity calculated using surface area delineated from aerial imagery and NRCE's equation for capacity. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: HT-109-W

Adjudication Filing

Priority Date: 3/26/2015

Type of Use: Stockwater

Feature Name: Lute Tank Water Well #1-A (Casn

Max. Flow Rate (GPM): 20

Annual Use: 1080000 Gallons

Storage Right:

	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	L4	7	19	12

NRCE Comment: Drilled within the last three years. Annual average of 1,080,000 gallons is assumed based on average annual livestock water use on the Hopi Ranches.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: HT-110-S

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1968

Type of Use: Stockwater

Feature Name: Impoundment symbol

Water Source:

Tributary: San Francisco Wash

Max. Flow Rate (GPM):

Annual Use: 444,897 Gallons 1.365 Acre-feet

Capacity: 444,897 Gallons 1.365 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSW	22	20	11

Point of Use (if different from Point of Diversion):

Comments:

EXHIBIT 5.10.1H

Map of Twin Arrows trust land

IN PROCESS OF FINALIZATION

EXHIBIT 5.10.1HH

ATTACHED

EXHIBIT 5.10.1HH

Hopi Abstracts for Twin Arrows trust land

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: TA-001-W

Adjudication Filing

Priority Date: 6/8/1990

Type of Use: Stockwater, Domestic

Feature Name: Twin Arrows Well

Max. Flow Rate (GPM): 14

Annual Use: 1080000 Gallons

Storage Right:

	<u>OO</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	NWSWSW	31	21	11

NRCE Comment: Well data and ADWR from T. Lowe 11/9/17. Annual average of 1,080,000 gallons is assumed based on average annual livestock water use on the Hopi Ranches.

EXHIBIT 5.10.1I

Map of Drye Ranch

IN PROCESS OF FINALIZATION

EXHIBIT 5.10.1II

ATTACHED

EXHIBIT 5.10.1II
Hopi Abstracts for Drye Ranch

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: DR-001-I
Adjudication Filing: 39-03-80467
Priority Date: 1938
Type of Use: Stockpond
Feature Name: Twin Tanks
Water Source: Road Wash
Tributary: Canyon Diablo

Annual Use (GAL): 166180

Capacity (AF): 0.51

Length (ft): 225 Width (ft): 100 Depth (ft): 3

QQ SEC I R

POD Location: NENE 13 20 10

POU Location:
(if different from POD)

NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: DR-003-I
Adjudication Filing: 39-03-80468
Priority Date: Prior to 1926
Type of Use: Stockpond
Feature Name: Perry Tank
Water Source: Eli Draw
Tributary: Elliot Canyon

Annual Use (GAL): 273700
Capacity (AF): 0.84

Length (ft): 150 Width (ft): 110 Depth (ft): 5

QQ SEC I R

POD Location: NENESW 18 19 11

POU Location:
(if different from POD)

NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: DR-004-I
Adjudication Filing: 39-03-80469
Priority Date: 1956
Type of Use: Stockpond
Feature Name: Cedar Dam
Water Source: Yellow Jacket Canyon
Tributary: Canyon Diablo
Annual Use (GAL): 234600
Capacity (AF): 0.72
Length (ft): 225 Width (ft): 135 Depth (ft): 4
QQ SEC I R
POD Location: SESE 36 20 10

POU Location:
(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: DR-010-S

Adjudication Filings: By Ranch:

By USFS:

By SLD: 39-03-86628

Preadjudication Filing:

Priority Date: 12/20/1932

Type of Use: Stockwater, Recreation, Fish & Wildlife

Feature Name: Well

Water Source: GW

Tributary:

Max. Flow Rate (GPM):

Annual Use: 71,687 Gallons 0.220 Acre-feet

Storage Right: Gallons Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWNWSE	26	20	10

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: DR-022-W

Adjudication Filing

Priority Date: 1946

Type of Use: Stockwater, Domestic

Feature Name: Drye HQ Well

Max. Flow Rate (GPM): 6

Annual Use: 1080000 Gallons

Storage Right:

	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	L8	1	20	9

NRCE Comment: No annual use amount given in filings. Annual average of 1,080,000 gallons is assumed based on average annual livestock water use on the Hopi Ranches.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: DR-024-I

Adjudication Filing:

Priority Date: Prior to 1954

Type of Use: Stockpond

Feature Name: Unnamed

Water Source: Unnamed

Tributary:

Annual Use (GAL): 475720

Capacity (AF): 1.46

Length (ft): Width (ft): Depth (ft):

POD Location: NESW 18 19 11

POU Location:

(if different from POD)

NRCE Comment: No known adjudication filings available for this tank. Priority date estimated from historic aerial imagery. Capacity calculated using surface area delineated from aerial imagery and NRCE's equation for capacity.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: DR-025-W

Adjudication Filing

Priority Date: 5/12/2016

Type of Use: Stockwater

Feature Name: Bullett Well

Max. Flow Rate (GPM): 20

Annual Use: 1080000 Gallons

Storage Right:

	<u>Q</u>	<u>Q</u>	<u>S</u>	<u>E</u>
	<u>Q</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	SESENE	23	20	10

NRCE Comment: Drilled within the last three years. Annual average of 1,080,000 gallons is assumed based on average annual livestock water use on the Hopi Ranches.

EXHIBIT 5.10.1J

Map of Aja Ranch trust land

IN PROCESS OF FINALIZATION

EXHIBIT 5.10.1JJ

ATTACHED

EXHIBIT 5.10.1JJ

Hopi Abstracts for Aja Ranch trust lands

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: AJ-001-W
Adjudication Filing 39-03-88056
Priority Date: 6/14/1982
Type of Use: Stockwater
Feature Name: Mitchell Well and Tank
Max. Flow Rate (GPM): 10
Annual Use: 4320000 Gallons
Storage Right: 4320000 Gallons
QQ Sec. T R
Point of Diversion: W2NW 12 15 15
NRCE Comment: Revised coordinates and POD location.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: AJ-002-W
Adjudication Filing 39-03-88057
Priority Date: 6/14/1982
Type of Use: Stockwater
Feature Name: Pablo's Well
Max. Flow Rate (GPM): 15
Annual Use: 6480000 Gallons
Storage Right: 6480000 Gallons
QQ Sec. T R
Point of Diversion: NENW 17 16 15
NRCE Comment: Revised coordinates and POD location.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: AJ-003-W

Adjudication Filing 39-03-88058

Priority Date: 6/14/1982

Type of Use: Stockwater

Feature Name: Big Windmill Well

Max. Flow Rate (GPM): 15

Annual Use: 6480000 Gallons

Storage Right: 6480000 Gallons

	<u>QQ</u>	<u>Sec.</u>	<u>I</u>	<u>R</u>
Point of Diversion:	SENW	4	15	15

NRCE Comment:

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: AJ-004-W
Adjudication Filing 39-03-88059
Priority Date: 9/30/1985
Type of Use: Stockwater
Feature Name: Fidel Well
Max. Flow Rate (GPM): 10
Annual Use: 4320000 Gallons
Storage Right: 4320000 Gallons

	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	NENE	17	17	16

NRCE Comment: Priority date not provided in adjudication filing. Priority date assumed to be equal to filing date.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: AJ-005-W
Adjudication Filing 39-03-88060
Priority Date: 6/14/1982
Type of Use: Stockwater
Feature Name: Red Hill Well
Max. Flow Rate (GPM): 15
Annual Use: 6480000 Gallons
Storage Right: 6480000 Gallons
QQ Sec. T R
Point of Diversion: SENE 23 16 15
NRCE Comment: Revised coordinates and POD location.

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: AJ-006-S
 Adjudication Filings: By Ranch: 39-03-88061
 By USFS:
 By SLD: 39-03-86297

Preadjudication Filing:

Priority Date: 6/20/1910
 Type of Use: Stockwater
 Feature Name: White Tank Well
 Water Source: GW - White Tank Windmill
 Tributary:

Max. Flow Rate (GPM): 15

Annual Use: 6,480,000 Gallons 19.886 Acre-feet

Storage Right: 6,480,000 Gallons 19.886 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWNW	2	16	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: AJ-008-W
Adjudication Filing 39-03-88063
Priority Date: 6/14/1982
Type of Use: Stockwater, Domestic, Irrigation
Feature Name: Home (Aja HQ) Well
Max. Flow Rate (GPM):
Annual Use: 6480000 Gallons
Storage Right:

	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	NESW	35	18	16

NRCE Comment: Revised coordinates and POD location.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-011-I
Adjudication Filing: 39-03-88066
Priority Date: 6/29/1979
Type of Use: Stockwater
Feature Name: Cement Tank
Water Source: Cement Tank
Tributary: Clear Creek
Annual Use (GAL): 522750
Capacity (AF): 1.6

Length (ft):	Width (ft):	Depth (ft):		
	<u>QQ</u>	<u>SEC</u>	<u>T</u>	<u>R</u>
POD Location:	SESW	23	17	15
POU Location:	NENW	26	17	15

(if different from POD)

NRCE Comment:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-012-1
Adjudication Filing: 39-03-88067
Priority Date: 6/29/1979
Type of Use: Stockwater
Feature Name: Chevelon Cr. Pump
Water Source: Chevelon Creek
Tributary: Little Colorado

Annual Use (GAL): 720000

Capacity (AF): 0

Length (ft):	Width (ft):		Depth (ft):	
	<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
POD Location:	NENW	21	16	16
POU Location:	NENW	17	16	16

(if different from POD)

NRCE Comment:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-013-I
Adjudication Filing: 39-03-88068
Priority Date: 6/29/1979
Type of Use: Stockwater
Feature Name: Corbet Tank
Water Source: Corbet Tank
Tributary: Clear Creek
Annual Use (GAL): 829000
Capacity (AF): 2.54
Length (ft): Width (ft): Depth (ft):
 OO SEC T R
POD Location: NENE 11 17 15
POU Location:
(if different from POD)
NRCE Comment:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-014-I
Adjudication Filing: 39-03-88069
Priority Date: 6/29/1979
Type of Use: Stockwater
Feature Name: Big Tank
Water Source: Big Tank
Tributary: Clear Creek
Annual Use (GAL): 1890000
Capacity (AF): 5.8
Length (ft): Width (ft): Depth (ft):
 QQ SEC I R
POD Location: SWSE 29 17 16
POU Location:
(if different from POD)
NRCE Comment:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-015-1
Adjudication Filing: 39-03-88070
Priority Date: 6/29/1979
Type of Use: Stockwater
Feature Name: White Tank
Water Source: White Tank
Tributary: Clear Creek
Annual Use (GAL): 4887440
Capacity (AF): 15

Length (ft):	Width (ft):	Depth (ft):		
	<u>QQ</u>	<u>SEC</u>	<u>T</u>	<u>R</u>
POD Location:	L13	2	16	15
POU Location:	NESE	3	16	15

(if different from POD)

NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-016-S
 Adjudication Filings: By Ranch: 39-03-88071
 By USFS:
 By SLD: 39-03-86395

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockwater
 Feature Name: Chevelon Tank
 Water Source: Chevelon Tank
 Tributary: Chevelon Creek

Max. Flow Rate (GPM):

Annual Use:	597,000	Gallons	1.832	Acre-feet
Capacity:	597,000	Gallons	1.832	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
S2SE	6	17	17

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-017-S
 Adjudication Filings: By Ranch: 39-03-88072
 By USFS:
 By SLD: 39-03-86301

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockwater
 Feature Name: Red Tank
 Water Source: Red Tank
 Tributary: Clear Creek

Max. Flow Rate (GPM):

Annual Use:	796,500	Gallons	2.444	Acre-feet
Capacity:	796,500	Gallons	2.444	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWNW	18	16	16

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSW	18	16	16

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-018-S
 Adjudication Filings: By Ranch: 39-03-88073
 By USFS:
 By SLD: 39-03-86295

Preadjudication Filing:

Priority Date: 12/30/1853
 Type of Use: Stockwater
 Feature Name: Broken Tank
 Water Source: Broken Tank
 Tributary: Clear Creek

Max. Flow Rate (GPM):

Annual Use:	813,500	Gallons	2.497	Acre-feet
Capacity:	813,500	Gallons	2.497	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
S2NE	36	16	14

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSE	36	16	14

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-019-S
 Adjudication Filings: By Ranch: 39-03-88074
 By USFS:
 By SLD: 39-03-86496

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockwater
 Feature Name: Diego Tank
 Water Source: Diego Tank
 Tributary: Clear Creek

Max. Flow Rate (GPM):

Annual Use:	4,236,068	Gallons	13.000	Acre-feet
Capacity:	4,236,068	Gallons	13.000	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNW	32	18	16

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
W2NW	32	18	16

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-020-I
Adjudication Filing: 39-03-88075
Priority Date: 6/29/1979
Type of Use: Stockwater
Feature Name: Home Tank
Water Source: Home Tank
Tributary: Clear Creek
Annual Use (GAL): 499100
Capacity (AF): 1.53
Length (ft): Width (ft): Depth (ft):
 QQ SEC T R
POD Location: NWSW 35 18 16
POU Location:
(if different from POD)
NRCE Comment:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-021-I
Adjudication Filing: 39-03-88076
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: Bottom Tank

Water Source:

Tributary: Clear Creek

Annual Use (GAL): 1629150

Capacity (AF): 5

Length (ft): 250 Width (ft): 200 Depth (ft): 15

QQ SEC T R

POD Location: NWNW 25 18 16

POU Location: SWSW 24 18 16

(if different from POD)

NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-022-1
Adjudication Filing: 39-03-88077
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: Lower Pasture Small Tank
Water Source: Unnamed
Tributary: Chevelon Canyon
Annual Use (GAL): 2606640
Capacity (AF): 8
Length (ft): 640 Width (ft): 210 Depth (ft): 6
QQ SEC I R
POD Location: NWNW 10 17 16
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-023-I
Adjudication Filing: 39-03-88078
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: County Tank #1
Water Source: Unnamed
Tributary: Clear Creek
Annual Use (GAL): 1205570
Capacity (AF): 3.7
Length (ft): 260 Width (ft): 77 Depth (ft): 8
 QQ SEC I R
POD Location: NWNE 29 17 16
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-024-S
 Adjudication Filings: By Ranch: 39-03-88079
 By USFS:
 By SLD: 39-03-86505

Preadjudication Filing:

Priority Date: 12/30/1853
 Type of Use: Stockpond
 Feature Name: River Tank #3
 Water Source: Chevelon Creek
 Tributary: Little Colorado and Clear Creek
 Max. Flow Rate (GPM):

Annual Use:	228,096	Gallons	0.700	Acre-feet
Capacity:	228,096	Gallons	0.700	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSW	23	18	17

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSE	16	18	17

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-025-5
 Adjudication Filings: By Ranch: 39-03-88080
 By USFS:
 By SLD: 39-03-86507

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond
 Feature Name: Little Chevelon Tank
 Water Source:
 Tributary: Chevelon Creek and Little Colorado
 Max. Flow Rate (GPM):

Annual Use:	977,554	Gallons	3.000	Acre-feet
Capacity:	977,554	Gallons	3.000	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NENE	32	18	17

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-026-S
 Adjudication Filings: By Ranch: 39-03-88081
 By USFS:
 By SLD: 39-03-86392

Preadjudication Filing:

Priority Date: Prior to 1942
 Type of Use: Stockpond
 Feature Name: Big L Tank
 Water Source: Unnamed
 Tributary: Clear Creek

Max. Flow Rate (GPM):

Annual Use:	2,606,811	Gallons	8.000	Acre-feet
Capacity:	2,606,811	Gallons	8.000	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NENE	16	17	16'

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-027-S
 Adjudication Filings: By Ranch: 39-03-88082
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: Prior to 1942
 Type of Use: Stockpond
 Feature Name: County Tank #2
 Water Source: Unnamed
 Tributary: Clear Creek
 Max. Flow Rate (GPM):

Annual Use:	293,266	Gallons	0.900	Acre-feet
Capacity:	293,266	Gallons	0.900	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWNE	6	16	16

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-028-I
Adjudication Filing: 39-03-88083
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: Bull Tank
Water Source: Unnamed
Tributary: Clear Creek
Annual Use (GAL): 1954980
Capacity (AF): 6
Length (ft): 474 Width (ft): 270 Depth (ft): 4
QQ SEC T R
POD Location: N2NE 25 16 15
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-029-I
Adjudication Filing: 39-03-88084
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: Little Tank-16 Mile Pasture
Water Source: Unnamed
Tributary: Clear Creek
Annual Use (GAL): 488750
Capacity (AF): 1.5
Length (ft): 167 Width (ft): 167 Depth (ft): 6
 QQ SEC T R
POD Location: SESE 5 16 16
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-032-I
Adjudication Filing: 39-03-88087
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: Little L Tank
Water Source: Rainwater & Runoff
Tributary: Chevelon Creek
Annual Use (GAL): 97750
Capacity (AF): 0.3
Length (ft): 120 Width (ft): 159 Depth (ft): 10
 QQ SEC I R
POD Location: NESW 11 17 16
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-034-I

Adjudication Filing: 39-03-88089

Priority Date: Prior to 1942

Type of Use: Stockpond

Feature Name: Big Windmill Tank

Water Source: Unnamed

Tributary: Clear Creek

Annual Use (GAL): 358420

Capacity (AF): 1.1

Length (ft): 200 Width (ft): 125 Depth (ft): 4

QQ SEC T R

POD Location: SENW 4 15 15

POU Location:

(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-035-I
Adjudication Filing: 39-03-88090
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: Little Antelope Tank
Water Source: Unnamed
Tributary: Clear Creek
Annual Use (GAL): 1857230
Capacity (AF): 5.7
Length (ft): 390 Width (ft): 180 Depth (ft): 10
 QQ SEC I R
POD Location: L4 2 15 15
POU Location: SWSW 35 16 15
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-036-S

Adjudication Filings: By Ranch: 39-03-88091

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1942

Type of Use: Stockpond

Feature Name: Antelope Tanks Res.

Water Source: Unnamed

Tributary: Clear Creek

Max. Flow Rate (GPM):

Annual Use: 325,851 Gallons 1.000 Acre-feet

Capacity: 325,851 Gallons 1.000 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
N2SE	26	16	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-037-S
Adjudication Filings: By Ranch: 39-03-88092
By USFS:
By SLD: 39-03-86298

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond
Feature Name: Antelope Tank B
Water Source: Unnamed
Tributary: Clear Creek

Max. Flow Rate (GPM):

Annual Use:	4,561,920	Gallons	14.000	Acre-feet
Capacity:	4,561,920	Gallons	14.000	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
N2SE	26	16	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-038-1
Adjudication Filing: 39-03-88093
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: Pablo:s Tank
Water Source: Unnamed
Tributary: Clear Creek
Annual Use (GAL): 521330
Capacity (AF): 1.6
Length (ft): 150 Width (ft): 120 Depth (ft): 8
QQ SEC T R
POD Location: SENE 18 16 15
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-039-I
Adjudication Filing: 39-03-88094
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: County Well Hole
Water Source: Unnamed
Tributary: Clear Creek
Annual Use (GAL): 391000
Capacity (AF): 1.2
Length (ft): 150 Width (ft): 130 Depth (ft): 6
 QQ SEC I R
POD Location: NWSE 13 16 15
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-040-I
Adjudication Filing: 39-03-88095
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: Red Hill Tank
Water Source: Unnamed
Tributary: Clear Creek
Annual Use (GAL): 781990
Capacity (AF): 2.4
Length (ft): 680 Width (ft): 180 Depth (ft): 2
 QQ SEC T R
POD Location: NWNE 23 16 15
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-041-1
Adjudication Filing: 39-03-88096
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: Small Tank Clear Cr.
Water Source: Unnamed
Tributary: Clear Creek
Annual Use (GAL): 1629150
Capacity (AF): 5
Length (ft): 230 Width (ft): 350 Depth (ft): 8
QQ SEC T R
POD Location: NENE 33 18 16
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-042-S
 Adjudication Filings: By Ranch: 39-03-88097
 By USFS:
 By SLD: 39-03-86300

Preadjudication Filing:

Priority Date: Prior to 1942
 Type of Use: Stockpond
 Feature Name: Coyote Tank
 Water Source: Unnamed
 Tributary: Clear Creek

Max. Flow Rate (GPM):

Annual Use:	4,236,068	Gallons	13.000	Acre-feet
Capacity:	4,236,068	Gallons	13.000	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSW	6	16	16

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-043-I
Adjudication Filing: 39-03-88098
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: 28-Mile Tank
Water Source: Unnamed
Tributary: Clear Creek
Annual Use (GAL): 4887440
Capacity (AF): 15
Length (ft): 200 Width (ft): 60 Depth (ft): 3
 QQ SEC T R
POD Location: NWSW 15 15 15
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-044-I
Adjudication Filing: 39-03-88099
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: Twin Tank #2
Water Source: Unnamed
Tributary: Clear Creek
Annual Use (GAL): 1466230
Capacity (AF): 4.5

Length (ft): 320 Width (ft): 200 Depth (ft): 6

	<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
POD Location:	SWSE	25	17	15
POU Location:	NWNE	36	17	15

(if different from POD)

NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-045-1
Adjudication Filing: 39-03-88100
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: Fidel Tank
Water Source: Unnamed
Tributary: Clear Creek
Annual Use (GAL): 325830
Capacity (AF): 1
Length (ft): 115 Width (ft): 115 Depth (ft): 8
 QQ SEC T R
POD Location: NENE 17 17 16
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-046-I
Adjudication Filing: 39-03-88101
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: Middle Tank Clear Cr.
Water Source: Unnamed
Tributary: Clear Creek
Annual Use (GAL): 3030210
Capacity (AF): 9.3
Length (ft): 672 Width (ft): 300 Depth (ft): 8
 QQ SEC T R
POD Location: NENE 13 17 15
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-047-I
Adjudication Filing: 39-03-88102
Priority Date: Prior to 1942
Type of Use: Stockpond
Feature Name: County Tank-Big Windmin
Water Source: Unnamed
Tributary: Clear Creek
Annual Use (GAL): 130340
Capacity (AF): 0.4
Length (ft): 125 Width (ft): 75 Depth (ft): 4
 QQ SEC T R
POD Location: SENW 4 15 15

POU Location:
(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-048-S
 Adjudication Filings: By Ranch: 39-03-88103
 By USFS:
 By SLD: 39-03-86390

Preadjudication Filing:

Priority Date: 12/30/1853
 Type of Use: Stockpond
 Feature Name: Twin Tank #1
 Water Source: Unnamed
 Tributary: Clear Creek
 Max. Flow Rate (GPM):

Annual Use:	1,629,257	Gallons	5.000	Acre-feet
Capacity:	1,629,257	Gallons	5.000	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNE	36	17	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-049-S

Adjudication Filings: By Ranch: 39-03-88104

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1942

Type of Use: Stockpond

Feature Name: Antelope Tank A (Little Antelope Tank)

Water Source: Unnamed

Tributary: Clear Creek

Max. Flow Rate (GPM):

Annual Use: 4,236,068 Gallons 13.000 Acre-feet

Capacity: 4,236,068 Gallons 13.000 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
N2SW	26	16	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR INSTREAM USE ON HOPI RANCH LANDS

Water Right #: AJ-050-S

Adjudication Filings: By Ranch:

By USFS:

By SLD: 39-03-86396

Preadjudication Filing:

Priority Date:

Type of Use:

Feature Name: Babbitt Tank Canyon instrm.

Water Source:

Annual Use: Gallons Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-051-S

Adjudication Filings: By Ranch:
 By USFS:
 By SLD: 39-03-86502

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockwater, wildlife
 Feature Name: Little Colo. R. Instream use
 Water Source: Little Colorado River
 Tributary: Colorado River
 Max. Flow Rate (GPM):

Annual Use:	270,457	Gallons	0.830	Acre-feet
Capacity:		Gallons		Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
N/A	N/A	N/A	N/A

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-052-S
 Adjudication Filings: By Ranch:
 By USFS:
 By SLD: 39-03-86506

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Recreation, Fish, & Wildlife
 Feature Name: Chevelon (ditch?) wide area
 Water Source: Chevelon Creek
 Tributary: Little Colorado River
 Max. Flow Rate (GPM):

Annual Use:	270,457	Gallons	0.830	Acre-feet
Capacity:		Gallons		Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NENWSW	23	18	17

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNENE	22	18	17

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-053-I

Adjudication Filing:

Priority Date: 1970

Type of Use: Stockpond

Feature Name: Unnamed

Water Source: Unnamed

Tributary:

Annual Use (GAL): 400770

Capacity (AF): 1.23

Length (ft): Width (ft): Depth (ft):

POD Location: NWSW 28 16 15

POU Location:

(if different from POD)

NRCE Comment: Field verified. See photos. Priority date estimated from QUAD map. Capacity calculated using surface area delineated from aerial imagery and NRCE's equation for capacity. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-054-I

Adjudication Filing:

Priority Date: 1970

Type of Use: Stockpond

Feature Name: Unnamed

Water Source: Unnamed

Tributary:

Annual Use (GAL): 1100000

Capacity (AF): 1

Length (ft): Width (ft): Depth (ft):

00 SEC T R

POD Location: SESE 4 17 16

POU Location:

(if different from POD)

NRCE Comment: Evidence of berm visible but has since been washed out. Field verified. See photos. Priority date estimated from QUAD map. Capacity calculated using surface area delineated from aerial imagery and NRCE's equation for capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-057-S

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1968

Type of Use: Stockwater

Feature Name: Impoundment symbol

Water Source:

Tributary:

Max. Flow Rate (GPM):

Annual Use: 17,272 Gallons 0.053 Acre-feet

Capacity: 17,272 Gallons 0.053 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SENW	8	18	17

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-059-S

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date:

Type of Use: Stockwater

Feature Name: Impoundment symbol

Water Source:

Tributary:

Max. Flow Rate (GPM):

Annual Use: Gallons Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: AJ-063-S

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1968

Type of Use: Stockwater

Feature Name: Borrow Pit

Water Source:

Tributary:

Max. Flow Rate (GPM):

Annual Use: Gallons Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NESW	6	16	6

Point of Use (if different from Point of Diversion):

Comments:

Borrow Pit

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: AJ-064-I
Adjudication Filing:
Priority Date: Prior to 1942
Type of Use: Stockwater, Domestic
Feature Name: Sixteen Mile Tank and Water Tank
Water Source: Chevelon Canyon
Tributary: Little Colorado River
Annual Use (GAL): 1100000

Capacity (AF): 0.17
Length (ft): 17 Width (ft): 17 Depth (ft): 8
 QQ SEC T R
POD Location: NESW 21 16 16
POU Location: NENW 21 16 16
(if different from POD)

NRCE Comment: Field verified. See photos. Pumping station serves Sixteenmile Tank. Capacity of tank estimated from aerial imagery and photographs. Annual use obtained from pre-adjudication filing.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: AJ-065-W

Adjudication Filing

Priority Date: 8/10/2013

Type of Use: Stockwater

Feature Name: Big Tank well

Max. Flow Rate (GPM):

Annual Use: 1080000 Gallons

Storage Right:

	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	SESW	21	17	16

NRCE Comment: Drilled within the last three years. Field verified. See photos. Annual average of 1,080,000 gallons is assumed based on average annual livestock water use on the Hopi Ranches.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: AJ-066-W

Adjudication Filing

Priority Date: 2/10/2015

Type of Use: Stockwater

Feature Name: Duran Well

Max. Flow Rate (GPM): 20

Annual Use: 1080000 Gallons

Storage Right:

	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	SESW	11	15	15

NRCE Comment: Drilled within the last three years. Annual average of 1,080,000 gallons is assumed based on average annual livestock water use on the Hopi Ranches.

EXHIBIT 5.10.1K

Map of Clear Creek Ranch trust lands

IN PROCESS OF FINALIZATION

EXHIBIT 5.10.1KK

ATTACHED

EXHIBIT 5.10.1KK

Hopi Abstracts for Clear Creek Ranch trust lands

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-001-I

Adjudication Filing: 39-03-85497

Priority Date: 4/15/1985

Type of Use: Stockpond, Wildlife

Feature Name: David's Tank

Water Source: Arroyo

Tributary: Jack's Canyon

Annual Use (GAL): 240470

Capacity (AF): 0.738

Length (ft): 65 Width (ft): 90 Depth (ft): 8

QQ SEC I R

POD Location: NESW 13 17 13

POU Location:

(if different from POD)

NRCE Comment: Stockpond built to preserve water and stop road erosion. Priority date not provided in adjudication filing. Assumed to be equal to construction date. Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-002-I
Adjudication Filing: 39-03-85498
Priority Date: 4/22/1985
Type of Use: Stockpond, Wildlife
Feature Name: Bob's Tank
Water Source: Arroyo
Tributary: Jack's Canyon
Annual Use (GAL): 199740
Capacity (AF): 0.613
Length (ft): 85 Width (ft): 65 Depth (ft): 10
 QQ SEC I R
POD Location: NENW 13 17 13

POU Location:
(if different from POD)

NRCE Comment: Built to preserve water & stop road erosion. Priority date not in adjudication filing; assumed equal to construction date. Revised coordinates and POD location. Duplicate of filing 39-03-89403. Annual use assumed equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-003-S
Adjudication Filings: By Ranch: 39-03-85499
By USFS:
By SLD:

Preadjudication Filing:

Priority Date: 4/24/1985
Type of Use: Stockpond, Wildlife
Feature Name: Abstract Deleted
Water Source: Arroyo
Tributary: Little Colorado River
Max. Flow Rate (GPM):

Annual Use:	374,729	Gallons	1.150	Acre-feet
Capacity:	374,729	Gallons	1.150	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNENW	2	17	13

Point of Use (if different from Point of Diversion):

Comments:

Abstract Deleted (Amended with CC-108-S)

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: CC-004-W
Adjudication Filing 39-03-87911
Priority Date: Pre 1933
Type of Use: Stockwater, Domestic
Feature Name: Hotcake Well & Tank

Max. Flow Rate (GPM):

Annual Use: 1.91 AF

Storage Right:

00 Sec. T R

Point of Diversion:

NRCE Comment: Feature spans 3 separate sections as follows: Lot 1 Sec. 33 T17N R14E; Lot 4 Sec. 34 T17N R14E; Lot 4 Sec. 3 T16N R14E. Revised coordinates and POD location.

WATER RIGHT ABSTRACT FOR INSTREAM USE ON HOPI RANCH LANDS

Water Right #: CC-006-S

Adjudication Filings: By Ranch: 39-03-87913

By USFS:

By SLD: 39-03-86385

Preadjudication Filing:

Priority Date: Prior to 1884

Type of Use: Stockpond, Wildlife

Feature Name: Unnamed wash

Water Source: Moonlight Draw

Annual Use: 276,974 Gallons 0.850 Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSW, SWSW	24	17	14

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-008-S
 Adjudication Filings: By Ranch: 39-03-87915
 By USFS:
 By SLD:
 Preadjudication Filing: 36-21627
 Priority Date: Pre February 1915
 Type of Use: Stockpond, Wildlife
 Feature Name: Rock Station Water Hole #1
 Water Source: Jack's Canyon at Rock Station
 Tributary: Little Colorado
 Max. Flow Rate (GPM):

Annual Use:	Gallons	Acre-feet
Capacity:	Gallons	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SESE	25	18	15

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-009-I
Adjudication Filing: 39-03-87916
Priority Date: Fall 1947
Type of Use: Stockpond, Wildlife
Feature Name: Pump Ranch Tank
Water Source: Pump Ranch & Birch Draw
Tributary: Clear Creek
Annual Use (GAL): 1065470
Capacity (AF): 3.27
Length (ft): Width (ft): Depth (ft):
 OO SEC T R
POD Location: NWSE 9 16 14
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR INSTREAM USE ON HOPI RANCH LANDS

Water Right #: CC-010-S

Adjudication Filings: By Ranch: 39-03-87917

By USFS:

By SLD: 39-03-86473

Preadjudication Filing:

Priority Date: 12/30/1853

Type of Use: Stockpond, Wildlife

Feature Name: Jacks Canyon

Water Source: Jack's Canyon

Annual Use: 276,974 Gallons 0.850 Acre-feet

Capacity: Gallons Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWNE	36	18	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-011-I
Adjudication Filing: 39-03-87918
Priority Date: 1913
Type of Use: Stockpond, Wildlife
Feature Name: Dick Hart Tank
Water Source: Dick Heart Draw
Tributary: Jack's Canyon
Annual Use (GAL): 4887440
Capacity (AF): 15

Length (ft):	Width (ft):	Depth (ft):		
	<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
POD Location:	L11	3	16	13

POU Location:
(if different from POD)

NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-012-I
Adjudication Filing: 39-03-87919
Priority Date: Before Feb. 1915
Type of Use: Stockpond, Wildlife
Feature Name: Moonlight Bay Tank
Water Source: Moonlight Draw
Tributary: Jack's Canyon
Annual Use (GAL): 3225800
Capacity (AF): 155.0

Length (ft):	Width (ft):	Depth (ft):		
	<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
POD Location:	NW	17	17	15

POU Location:
(if different from POD)

NRCE Comment: No capacity given in adjudication filing. Capacity calculated using surface area delineated from aerial imagery and NRCE's equation for capacity. Annual use from pre-adjudication filing used.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-013-I

Adjudication Filing: 39-03-87920

Priority Date: Pre 1960

Type of Use: Stockpond, Wildlife

Feature Name: Upper Moonlight Tank

Water Source: Moonlight Draw

Tributary: Jack's Canyon

Annual Use (GAL): 1143660

Capacity (AF): 3.51

Length (ft): Width (ft): Depth (ft):

QQ SEC I R

POD Location: SWNW 17 17 15

POU Location:

(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-014-1

Adjudication Filing: 39-03-87921

Priority Date: Pre 1957

Type of Use: Stockpond, Wildlife

Feature Name: Simms Tank

Water Source: Simms Draw

Tributary: Jack's Canyon

Annual Use (GAL): 2883590

Capacity (AF): 8.85

Length (ft): Width (ft): Depth (ft):

QQ SEC I R

POD Location: L4, L5 1 16 14

POU Location:

(if different from POD)

NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-017-1
Adjudication Filing: 39-03-87924
Priority Date: Pre 1930
Type of Use: Stockpond, Wildlife
Feature Name: Haight-Lovelady Tank
Water Source: Mountain Side (sunset)
Tributary: Clear Creek
Annual Use (GAL): 97750
Capacity (AF): 0.30

Length (ft):	Width (ft):	Depth (ft):		
	<u>QQ</u>	<u>SEC</u>	<u>T</u>	<u>R</u>
POD Location:	SENW	17	16	14

POU Location:
(if different from POD)

NRCE Comment: Field verified. See photos. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-020-1
Adjudication Filing: 39-03-87927
Priority Date: July 1968
Type of Use: Stockpond, Wildlife
Feature Name: East Eckles Tank
Water Source: Eckles Draw
Tributary: Jacks
Annual Use (GAL): 127080
Capacity (AF): 0.39

Length (ft):	Width (ft):	Depth (ft):		
	<u>QQ</u>	<u>SEC</u>	<u>T</u>	<u>R</u>
POD Location:	L4	1	16	13

POU Location:
(if different from POD)

NRCE Comment: Filings claim 3 separate tanks: Upper, Middle, and Lower Eckles Tank. Only one verified on NHD database, QUAD map, and aerial imagery. The other two filings were removed. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-022-1
Adjudication Filing: 39-03-87929
Priority Date: Fall 1968
Type of Use: Stockpond
Feature Name: Horse (Horse Pasture) Tank
Water Source: Horse Tank Draw
Tributary: Jack's Canyon
Annual Use (GAL): 270440
Capacity (AF): 0.83
Length (ft): Width (ft): Depth (ft):
 OO SEC I R
POD Location: SWNE 3 17 14
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-023-I
Adjudication Filing: 39-03-87930
Priority Date: Pre 1957
Type of Use: Stockpond, Wildlife
Feature Name: Simms Silt Trap
Water Source: Simms Draw
Tributary: Jack's Canyon
Annual Use (GAL): 2121150
Capacity (AF): 6.51
Length (ft): Width (ft): Depth (ft):
 OO SEC T R
POD Location: L5 1 16 14
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-024-1
Adjudication Filing: 39-03-87931
Priority Date: Spring 1968
Type of Use: Stockpond, Wildlife
Feature Name: Cedar Tree Tank
Water Source: Highway 87 Detour
Tributary: Jack's Canyon
Annual Use (GAL): 32590
Capacity (AF): 0.1

Length (ft): Width (ft): Depth (ft):
 QQ SEC I R
POD Location: NESWSW 35 17 14

POU Location:
(if different from POD)

NRCE Comment: Field verified. See photos. Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-026-S
Adjudication Filings: By Ranch: 39-03-87933
By USFS:
By SLD: 39-03-86373

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond, Wildlife
Feature Name: Chauncey Tank
Water Source: Chauncey Draw
Tributary: Jack's Canyon
Max. Flow Rate (GPM):

Annual Use:	4,887,771	Gallons	15.000	Acre-feet
Capacity:	4,887,771	Gallons	15.000	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWNE	24	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-027-I
Adjudication Filing: 39-03-87934
Priority Date: 7/1/1945
Type of Use: Stockpond, Wildlife
Feature Name: Rincon Tank
Water Source: Rincon Draw
Tributary: Jack's Canyon
Annual Use (GAL): 2369753
Capacity (AF): 72.73

Length (ft):	Width (ft):	Depth (ft):		
	<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
POD Location:	L3	5	16	14

POU Location:
(if different from POD)

NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-028-S
Adjudication Filings: By Ranch: 39-03-87935
By USFS:
By SLD: 39-03-86384

Preadjudication Filing:

Priority Date: Spring 1957
Type of Use: Stockpond, Wildlife
Feature Name: Sloppy Tank
Water Source: Sloppy Draw
Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	1,120,929	Gallons	3.440	Acre-feet
Capacity:	1,120,929	Gallons	3.440	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
W2NW	12	17	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-029-S
Adjudication Filings: By Ranch: 39-03-87936
By USFS:
By SLD: 39-03-86487

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond, Wildlife
Feature Name: Upper Algerita Tank
Water Source: Moonlight Draw and Sloppy Draw
Tributary: Jack's Canyon
Max. Flow Rate (GPM):

Annual Use:	671,254	Gallons	2.060	Acre-feet
Capacity:	671,254	Gallons	2.060	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNWSE	32	18	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-030-S
Adjudication Filings: By Ranch: 39-03-87937
By USFS:
By SLD: 39-03-86375

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond, Wildlife
Feature Name: Fanning Tank
Water Source: Fanning Draw
Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	3,222,670	Gallons	9.890	Acre-feet
Capacity:	3,222,670	Gallons	9.890	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NESE	26	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-031-S
 Adjudication Filings: By Ranch: 39-03-87938; 39-03-87932
 By USFS:
 By SLD: 39-03-86387; 39-03-86386

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond, Wildlife
 Feature Name: Autry Tank and Silt Trap
 Water Source: Rincon Draw
 Tributary: Jack's Canyon
 Max. Flow Rate (GPM):

Annual Use:	6,064,095	Gallons	18.610	Acre-feet
Capacity:	6,064,095	Gallons	18.610	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSE, NESW	28	17	14

Point of Use (if different from Point of Diversion):

Comments:

Storage capacity is total for Autry Tank (13.61 af) and Autry Silt Trap (5 af).

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-032-S
Adjudication Filings: By Ranch: 39-03-87939
By USFS:
By SLD: 39-03-86283

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond, Wildlife
Feature Name: Hidden Tank
Water Source: Hidden Draw
Tributary: Clear Creek
Max. Flow Rate (GPM):

Annual Use: 244,389 Gallons 0.750 Acre-feet
Capacity: 244,389 Gallons 0.750 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSE	22	16	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-033-S
Adjudication Filings: By Ranch: 39-03-87940
By USFS:
By SLD: 39-03-86380

Preadjudication Filing:

Priority Date: 1938
Type of Use: Stockpond, Wildlife
Feature Name: Lower Gravel Pit Tank
Water Source: Dick Heart Draw
Tributary: Jack's Canyon
Max. Flow Rate (GPM):

Annual Use:	4,887,771	Gallons	15.000	Acre-feet
Capacity:	4,887,771	Gallons	15.000	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSE	34	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-034-S
Adjudication Filings: By Ranch: 39-03-87941
By USFS:
By SLD: 39-03-86286

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond, Wildlife
Feature Name: Birch Tank
Water Source: Birch Draw
Tributary: Clear Creek

Max. Flow Rate (GPM):

Annual Use:	915,642	Gallons	2.810	Acre-feet
Capacity:	915,642	Gallons	2.810	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSWSE	6	16	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-035-S
Adjudication Filings: By Ranch: 39-03-87942
By USFS:
By SLD: 39-03-86381

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond, Wildlife
Feature Name: Upper Gravel Pit Tank
Water Source: Dick Heart Draw
Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	3,209,636	Gallons	9.850	Acre-feet
Capacity:	3,209,636	Gallons	9.850	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWNWSE	34	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-036-1
Adjudication Filing: 39-03-87943
Priority Date: Pre 1960
Type of Use: Stockpond, Wildlife
Feature Name: Middle MoonlightTank
Water Source: Moonlight Draw
Tributary: Jack's Canyon
Annual Use (GAL): 3385370
Capacity (AF): 10.39
Length (ft): Width (ft): Depth (ft):
 QQ SEC T R
POD Location: SWNW 17 17 15
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: CC-037-S
 Adjudication Filings: By Ranch: 39-03-87944
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 8/30/1969
 Type of Use: Stockwater
 Feature Name: Winslow Well and Tank
 Water Source: GW

Tributary:
 Max. Flow Rate (GPM): 15

Annual Use: Gallons Acre-feet
 Storage Right: Gallons Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SENENE	28	18	15

Point of Use (if different from Point of Diversion):

Comments:
 Unverified location

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: CC-038-W
Adjudication Filing 39-03-87945
Priority Date: 1933
Type of Use: Stockwater
Feature Name: Tin Ranch Well & Tank

Max. Flow Rate (GPM): 2

Annual Use: 1080000 Gallons

Storage Right:

QQ Sec. T R

Point of Diversion: SESWNW 23 17 14

NRCE Comment: No annual use amount given in filings. Annual average of 1,080,000 gallons is assumed based on average annual livestock water use on the Hopi Ranches.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: CC-039-W
Adjudication Filing 39-03-87946
Priority Date: 1930
Type of Use: Stockwater
Feature Name: Boundary Well & Tank
Max. Flow Rate (GPM):
Annual Use: 1.6 AF
Storage Right:

	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	NENENE	19	16	13

NRCE Comment:

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: CC-040-W

Adjudication Filing 39-03-87947

Priority Date: Pre 1940

Type of Use: Stockwater

Feature Name: Well #12 & Tank

Max. Flow Rate (GPM):

Annual Use: 1.91 AF

Storage Right:

	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	SESENE	17	17	14

NRCE Comment:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-041-S
 Adjudication Filings: By Ranch: 39-03-87948
 By USFS:
 By SLD: 39-03-86289

Preadjudication Filing:

Priority Date: 12/20/1853
 Type of Use: Stockwater
 Feature Name: Pump Ranch Pump & Tank
 Water Source: East Clear Creek
 Tributary: Little Colorado
 Max. Flow Rate (GPM):

Annual Use: 1,251,269 Gallons 3.840 Acre-feet
 Capacity: Gallons Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SESENE	16	16	14

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWESENE	16	16	14

Comments:

WATER RIGHTS ABSTRACTS FOR SPRINGS ON HOPI RANCH LANDS

Water Right #: CC-042-S
Adjudication Filing 39-03-87949
Priority Date: Pre 1940
Type of Use: Stockwater
Feature Name: East Sunset Spring
Water Source: Spring
Tributary: Jack's Canyon
QQ SEC T R
Point of Diversion: SWNW 29 17 14
NRCE Comment: Revised coordinates and POD location.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-045-S
 Adjudication Filings: By Ranch: 39-03-89315
 By USFS:
 By SLD: 39-03-86466

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockwater, Wildlife
 Feature Name: (Old) Coon Tank
 Water Source: Coon Wash
 Tributary: Little Colorado

Max. Flow Rate (GPM):

Annual Use:	4,460,906	Gallons	13.690	Acre-feet
Capacity:	4,460,906	Gallons	13.690	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSWNE	4	18	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-046-S
 Adjudication Filings: By Ranch: 39-03-89316
 By USFS:
 By SLD: 39-03-86465

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond
 Feature Name: New Coon Tank
 Water Source: Coon Wash
 Tributary: Little Colorado

Max. Flow Rate (GPM):

Annual Use:	2,007,245	Gallons	6.160	Acre-feet
Capacity:	10,609,722	Gallons	32.560	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	I	<u>R</u>
SENWSW	4	18	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-047-I
Adjudication Filing: 39-03-89317
Priority Date: 7/30/1948
Type of Use: Stockpond, Wildlife
Feature Name: Well #11/Windmill Well #11 Tank
Water Source: GW - Well #11

Tributary:

Annual Use (GAL): 155100

Capacity (AF): 0.476

Length (ft): 72 Width (ft): 72 Depth (ft): 4

QQ SEC I R

POD Location: NENE 9 18 14

POU Location:

(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-048-S
Adjudication Filings: By Ranch: 39-03-89318
By USFS:
By SLD:

Preadjudication Filing:

Priority Date: 7/1/1984
Type of Use: Stockpond, Wildlife
Feature Name: Waterhole #3 Tank
Water Source: Mesa Wash
Tributary: Little Colorado

Max. Flow Rate (GPM):

Annual Use:	105,250	Gallons	0.323	Acre-feet
Capacity:	105,250	Gallons	0.323	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SESESE	12	18	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-051-S
Adjudication Filings: By Ranch: 39-03-89321
By USFS:
By SLD: 39-03-86467

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond, Wildlife
Feature Name: Ray's Tank
Water Source: Tucker Wash
Tributary: Little Colorado

Max. Flow Rate (GPM):

Annual Use:	1,039,466	Gallons	3.190	Acre-feet
Capacity:	1,039,466	Gallons	3.190	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SESE	14	18	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-052-S
 Adjudication Filings: By Ranch: 39-03-89322
 By USFS:
 By SLD: 39-03-86468

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockwater, Wildlife
 Feature Name: Rowlan (Rawlin's) Tank
 Water Source: Coon Wash
 Tributary: Little Colorado
 Max. Flow Rate (GPM):

Annual Use:	2,955,472	Gallons	9.070	Acre-feet
Capacity:	2,955,472	Gallons	9.070	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SEENW	20	18	14

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
E2NW	20	18	14

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-053-S
Adjudication Filings: By Ranch: 39-03-89323
By USFS:
By SLD: 39-03-86469

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond, Wildlife
Feature Name: Prairie Dog Tank
Water Source: Tucker Wash
Tributary: Unknown

Max. Flow Rate (GPM):

Annual Use: 4,662,934 Gallons 14.310 Acre-feet
Capacity: 4,662,934 Gallons 14.310 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNENE	22	18	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-054-I
Adjudication Filing: 39-03-89324
Priority Date: 10/15/1982
Type of Use: Stockpond, Wildlife
Feature Name: Immanuel's Tank
Water Source: Back Wash
Tributary: Little Colorado River
Annual Use (GAL): 190940
Capacity (AF): 0.586
Length (ft): 39 Width (ft): 209 Depth (ft): 6
 QQ SEC T R
POD Location: NWSENE 23 18 14
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-055-S
 Adjudication Filings: By Ranch: 39-03-89325
 By USFS:
 By SLD: 39-03-86470

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond, Wildlife
 Feature Name: Roadway Tank #2
 Water Source: Back Wash
 Tributary: Little Colorado River

Max. Flow Rate (GPM):

Annual Use:	1,101,378	Gallons	3.380	Acre-feet
Capacity:	1,101,378	Gallons	3.380	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NESWNE	24	18	14

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-056-I
Adjudication Filing: 39-03-89326
Priority Date: 9/9/1981
Type of Use: Stockpond, Wildlife
Feature Name: Roadway Tank #1
Water Source: Highway Wash
Tributary: Jack's Canyon
Annual Use (GAL): 4760360
Capacity (AF): 14.61
Length (ft): 345 Width (ft): 353 Depth (ft): 10
OO SEC I R
POD Location: L1 25 18 14
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-057-I
Adjudication Filing: 39-03-89327
Priority Date: 6/1/1971
Type of Use: Stockpond, Wildlife
Feature Name: Karen's Tank
Water Source: Highway Wash
Tributary: Jack's Canyon
Annual Use (GAL): 131310
Capacity (AF): 0.403
Length (ft): 60 Width (ft): 80 Depth (ft): 7
 QQ SEC T R
POD Location: NWSESW 25 18 14
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-058-S
Adjudication Filings: By Ranch: 39-03-89328
By USFS:
By SLD: 39-03-86471

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond, Wildlife
Feature Name: Clay's Tank
Water Source: Highway Wash
Tributary: Little Colorado
Max. Flow Rate (GPM):

Annual Use:	1,951,850	Gallons	5.990	Acre-feet
Capacity:	1,951,850	Gallons	5.990	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NENE	34	18	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-059-I
Adjudication Filing: 39-03-89329
Priority Date: 6/1/1930
Type of Use: Stockpond, Wildlife
Feature Name: Old Hobo Tank
Water Source: Coon Wash
Tributary: Unknown
Annual Use (GAL): 3277840
Capacity (AF): 10.06
Length (ft): 255 Width (ft): 235 Depth (ft): 14
OO SEC I R
POD Location: NESWSW 31 18 14
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-060-I
Adjudication Filing: 39-03-89330
Priority Date: 5/1/1965
Type of Use: Stockpond, Wildlife
Feature Name: Fisher Tank
Water Source: Fisher Wash
Tributary: Jack's Canyon
Annual Use (GAL): 1306580
Capacity (AF): 4.01
Length (ft): 340 Width (ft): 164 Depth (ft): 6
 QQ SEC T R
POD Location: L8 33 17 13
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-061-S
 Adjudication Filings: By Ranch: 39-03-89331
 By USFS:
 By SLD: 39-03-86472

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond
 Feature Name: Highway Tanks #1/#2
 Water Source: Highway Wash
 Tributary: Little Colorado
 Max. Flow Rate (GPM):

Annual Use:	1,277,337	Gallons	3.920	Acre-feet
Capacity:	16,188,298	Gallons	49.680	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNE, NENW	34	18	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-063-S
Adjudication Filings: By Ranch: 39-03-89332
By USFS:
By SLD: 39-03-86475

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond, Wildlife
Feature Name: Model A Tank
Water Source: State Wash

Tributary:

Max. Flow Rate (GPM):

Annual Use:	847,214	Gallons	2.600	Acre-feet
Capacity:	847,214	Gallons	2.600	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NESW	4	18	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-067-S
 Adjudication Filings: By Ranch: 39-03-89336
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 10/15/1982
 Type of Use: Stockpond, Wildlife
 Feature Name: Alpha Tank
 Water Source: Mesa Wash
 Tributary: Little Colorado River

Max. Flow Rate (GPM):

Annual Use:	12,382	Gallons	0.038	Acre-feet
Capacity:	12,382	Gallons	0.038	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SESWSE	6	18	15

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-073-S
 Adjudication Filings: By Ranch: 39-03-89342
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 10/15/1982
 Type of Use: Stockpond, Wildlife
 Feature Name: Waterhole #2
 Water Source: Mesa Wash
 Tributary: Little Colorado River

Max. Flow Rate (GPM):

Annual Use:	183,780	Gallons	0.564	Acre-feet
Capacity:	183,780	Gallons	0.564	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSWSW	7	18	15

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-077-S
 Adjudication Filings: By Ranch: 39-03-89346
 By USFS:
 By SLD: 39-03-86480

Preadjudication Filing:

Priority Date: 12/30/1853
 Type of Use: Stockpond, Wildlife
 Feature Name: Bar Pitt Tank
 Water Source: State Wash
 Tributary: Little Colorado

Max. Flow Rate (GPM):

Annual Use: 3,776,618 Gallons 11.590 Acre-feet
 Capacity: 3,776,618 Gallons 11.590 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWNWSE	16	18	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-078-S
 Adjudication Filings: By Ranch: 39-03-89347
 By USFS:
 By SLD: 39-03-86481

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond, Wildlife
 Feature Name: Headquarters (HQ) Tank
 Water Source: Tucker Wash
 Tributary: Little Colorado

Max. Flow Rate (GPM):

Annual Use:	260,681	Gallons	0.800	Acre-feet
Capacity:	260,681	Gallons	0.800	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNWNW	18	18	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-079-S
 Adjudication Filings: By Ranch: 39-03-89348
 By USFS:
 By SLD: 39-03-86485

Preadjudication Filing:

Priority Date: 1930's
 Type of Use: Stockwater, Wildlife
 Feature Name: Highway Well & Tank
 Water Source: Highway Wash
 Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use: 241,130 Gallons 0.740 Acre-feet
 Capacity: 24,113 Gallons 0.074 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NESESE	25	18	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-080-I
Adjudication Filing: 39-03-89349
Priority Date: 6/1/1958
Type of Use: Stockpond, Wildlife
Feature Name: Corner Tank
Water Source: Number One Wash
Tributary: Little Colorado River
Annual Use (GAL): 1335900
Capacity (AF): 4.1
Length (ft): 184 Width (ft): 186 Depth (ft): 10
QQ SEC I R
POD Location: L2 I 18 13
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-081-I
Adjudication Filing: 39-03-89350
Priority Date: 8/23/1984
Type of Use: Stockpond, Wildlife
Feature Name: Well #7 & Windmill Well #7 Tank
Water Source: Well
Tributary:
Annual Use (GAL): 76570
Capacity (AF): 0.235
Length (ft): 33 Width (ft): 32 Depth (ft): 6
 OO SEC T R
POD Location: SWSWSW 13 18 13
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-082-SO
Adjudication Filings: By Ranch: 39-03-89351
By USFS:
By SLD: 39-03-86462

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond, Wildlife
Feature Name: Rock House Tank
Water Source: West Coon Wash
Tributary: Little Colorado
Max. Flow Rate (GPM):

Annual Use:	1,824,768	Gallons	5.600	Acre-feet
Capacity:	9,452,949	Gallons	29.010	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSE, NWNE	21, 28	18	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-083-1
Adjudication Filing: 39-03-89352
Priority Date: 6/1/1940
Type of Use: Stockpond, Wildlife
Feature Name: King Tank
Water Source: Sunset Wash
Tributary: Little Colorado River
Annual Use (GAL): 2626190
Capacity (AF): 8.06
Length (ft): 420 Width (ft): 200 Depth (ft): 8
QQ SEC I R
POD Location: SWSE 29 18 13
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-084-S
Adjudication Filings: By Ranch: 39-03-89353
By USFS:
By SLD: 39-03-86464

Preadjudication Filing:

Priority Date: 12/30/1853
Type of Use: Stockpond, Wildlife
Feature Name: New Hobo Tank
Water Source: Coon Wash
Tributary: Unknown

Max. Flow Rate (GPM):

Annual Use:	4,007,972	Gallons	12.300	Acre-feet
Capacity:	4,007,972	Gallons	12.300	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
W2SE, NESW	36	18	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-087-S

Adjudication Filings: By Ranch: 39-03-89356

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: 6/1/1975

Type of Use: Stockpond, Wildlife

Feature Name: North Corner Tank

Water Source: Number One Wash

Tributary: Little Colorado River

Max. Flow Rate (GPM):

Annual Use: 1,844,319 Gallons 5.660 Acre-feet

Capacity: 1,844,319 Gallons 5.660 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSE	20	19	14

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSE, SESW	20	19	14

Comments:

Unverified location

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-088-1
Adjudication Filing: 39-03-89357
Priority Date: 7/1/1975
Type of Use: Stockpond, Wildlife
Feature Name: Well #1 & Windmill Well #1 Tank
Water Source: GW - Well #1
Tributary:
Annual Use (GAL): 241120
Capacity (AF): 0.74
Length (ft): 104 Width (ft): 104 Depth (ft): 9.3
QQ SEC I R
POD Location: NESWNE 21 19 14
POU Location:
(if different from POD)
NRCE Comment: Priority date not provided in adjudication filing. Assumed to be equal to construction date. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-089-I
Adjudication Filing: 39-03-89358
Priority Date: 6/1/1935
Type of Use: Stockpond, Wildlife
Feature Name: Indian Tank
Water Source: Indian Wash
Tributary: Little Colorado
Annual Use (GAL): 8820190
Capacity (AF): 27.07
Length (ft): 575 Width (ft): 327 Depth (ft): 12
QQ SEC T R
POD Location: NESWSW 35 19 14
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-090-1

Adjudication Filing: 39-03-89359

Priority Date: 5/1/1955

Type of Use: Stockpond, Wildlife

Feature Name: Squaw Tank

Water Source: Coon Wash

Tributary: Jack's Canyon

Annual Use (GAL): 5620550

Capacity (AF): 17.25

Length (ft): 680 Width (ft): 370 Depth (ft): 12

OO SEC T R

POD Location: W2SW 21 18 14

POU Location:

(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-091-S
 Adjudication Filings: By Ranch: 39-03-89360
 By USFS:
 By SLD: 39-03-86565

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond, Wildlife
 Feature Name: Tucker Tank West
 Water Source: Tucker Flat Wash
 Tributary: Little Colorado

Max. Flow Rate (GPM):

Annual Use:	1,824,768	Gallons	5.600	Acre-feet
Capacity:	15,836,378	Gallons	48.600	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSWNE, SESENE	24	19	14

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWNE, SENW, NWSE, & NESW	24	19	14

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-092-S
Adjudication Filings: By Ranch: 39-03-89361
By USFS:
By SLD: 39-03-86566

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond
Feature Name: Tucker Tank East
Water Source: Tucker Flat Wash
Tributary: Little Colorado
Max. Flow Rate (GPM):

Annual Use:	1,691,169	Gallons	5.190	Acre-feet
Capacity:	1,691,169	Gallons	5.190	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SESWNE	24	19	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-093-S

Adjudication Filings: By Ranch: 39-03-89362

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: 5/1/1955

Type of Use: Stockpond, Wildlife

Feature Name: Tucker Tank East Overflow

Water Source: Tucker Flat Wash

Tributary: Little Colorado

Max. Flow Rate (GPM):

Annual Use: 309,559 Gallons 0.950 Acre-feet

Capacity: 309,559 Gallons 0.950 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NESWNE	24	19	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-094-S

Adjudication Filings: By Ranch: 39-03-89363

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: 5/1/1955

Type of Use: Stockpond, Wildlife

Feature Name: Tucker Tank Middle

Water Source: Tucker Flat Wash

Tributary: Little Colorado

Max. Flow Rate (GPM):

Annual Use: 95,474 Gallons 0.293 Acre-feet

Capacity: 95,474 Gallons 0.293 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSWNE	24	19	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-095-S
 Adjudication Filings: By Ranch: 39-03-89364
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 5/1/1955
 Type of Use: Stockpond, Wildlife
 Feature Name: Tucker Tank West Overflow
 Water Source: Tucker Flat Wash
 Tributary: Little Colorado
 Max. Flow Rate (GPM):

Annual Use:	25,091	Gallons	0.077	Acre-feet
Capacity:	25,091	Gallons	0.077	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	I	<u>R</u>
SESENW	24	19	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-096-I

Adjudication Filing: 39-03-89365

Priority Date: 7/1/1975

Type of Use: Stockpond, Wildlife

Feature Name: Windmill Well #1 Tank (Soil)

Water Source: GW - Windmill Well #1

Tributary: -

Annual Use (GAL): 314430

Capacity (AF): 0.965

Length (ft): 106 Width (ft): 99 Depth (ft): 4

OO SEC T R

POD Location: SENE 21 19 14

POU Location:

(if different from POD)

NRCE Comment: Revised coordinates and POD location. This feature is partially on State Trust Land. Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-097-S

Adjudication Filings: By Ranch: 39-03-89366

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: 6/15/1975

Type of Use: Stockpond, Wildlife

Feature Name: Rabbit Tank

Water Source: Unnamed

Tributary: Tucker wash

Max. Flow Rate (GPM):

Annual Use: 1,844,319 Gallons 5.660 Acre-feet

Capacity: 1,844,319 Gallons 5.660 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNW	12	18	14

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-098-S
 Adjudication Filings: By Ranch: 39-03-89367
 By USFS:
 By SLD: 39-03-86569

Preadjudication Filing:

Priority Date: 12/30/1853
 Type of Use: Stockpond, Wildlife
 Feature Name: Tamerack (Right of Way) Tank
 Water Source: West Toltee Divide
 Tributary: Little Colorado
 Max. Flow Rate (GPM):

Annual Use:	775,526	Gallons	2.380	Acre-feet
Capacity:	775,526	Gallons	2.380	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	I	<u>R</u>
NWNWSW	16	19	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-099-I
Adjudication Filing: 39-03-89368
Priority Date: 7/1/1965
Type of Use: Stockpond, Wildlife
Feature Name: North Tank
Water Source: Number One Wash
Tributary: unknown
Annual Use (GAL): 3672100
Capacity (AF): 11.27
Length (ft): 290 Width (ft): 270 Depth (ft): 12
QQ SEC T R
POD Location: SESWNE 31 19 14
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-101-S
Adjudication Filings: By Ranch: 39-03-89370
By USFS:
By SLD: 39-03-86383

Preadjudication Filing:

Priority Date: 6/1/1955
Type of Use: Stockpond, Wildlife
Feature Name: Bull Pasture Tank
Water Source: Bull Pasture Wash
Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	2,303,769	Gallons	7.070	Acre-feet
Capacity:	2,303,769	Gallons	7.070	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSESW	4	17	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-102-S
 Adjudication Filings: By Ranch: 39-03-89371
 By USFS:
 By SLD: 39-03-91636

Preadjudication Filing:

Priority Date: 10/7/1982
 Type of Use: Stockpond, Wildlife
 Feature Name: Father's (Little John's) Tank
 Water Source: Paul's Wash
 Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use: 1,303,406 Gallons 4.000 Acre-feet
 Capacity: 1,303,406 Gallons 4.000 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NESW	6	17	14

Point of Use (if different from Point of Diversion):

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
E2SW	6	17	14

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-103-1
Adjudication Filing: 39-03-89372
Priority Date: 6/1/1970
Type of Use: Stockpond, Wildlife
Feature Name: Little John's Tank
Water Source: Bull Pasture Wash
Tributary: Jack's Canyon
Annual Use (GAL): 94170
Capacity (AF): 0.289
Length (ft): 61 Width (ft): 79 Depth (ft): 5
 QQ SEC T R
POD Location: NESESE 7 17 14
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-104-I

Adjudication Filing: 39-03-89373

Priority Date: 10/15/1984

Type of Use: Stockpond, Wildlife

Feature Name: Phil's Tank

Water Source: Blazer Wash

Tributary: Jack's Canyon

Annual Use (GAL): 308240

Capacity (AF): 0.946

Length (ft): 116 Width (ft): 85 Depth (ft): 8

QQ SEC T R

POD Location: NWNE 13 17 13

POU Location:

(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-105-S
 Adjudication Filings: By Ranch: 39-03-89374
 By USFS:
 By SLD: 39-03-91633

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond, Wildlife
 Feature Name: Brett's (Lynn's) Tank
 Water Source: Moon Wash
 Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	635,410	Gallons	1.950	Acre-feet
Capacity:	635,410	Gallons	1.950	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWNWNE	18	17	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-106-1

Adjudication Filing: 39-03-89375

Priority Date: 10/1/1983

Type of Use: Stockpond, Wildlife

Feature Name: LTMVTank

Water Source: unknown

Tributary: unknown

Annual Use (GAL): 697280

Capacity (AF): 2.14

Length (ft): 250 Width (ft): 102 Depth (ft): 7

QQ SEC I R

POD Location: SENE 3 17 13

POU Location:

(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-107-S
 Adjudication Filings: By Ranch: 39-03-89376
 By USFS:
 By SLD: 39-03-86372
 Preadjudication Filing:
 Priority Date: 6/20/1910
 Type of Use: Stockpond, Wildlife
 Feature Name: Well #10 & Windmill Well #10 Tank
 Water Source: GW - Well #10

Tributary:

Max. Flow Rate (GPM):

Annual Use:	241,130	Gallons	0.740	Acre-feet
Capacity:	29,327	Gallons	0.090	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SENWNW	2	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-108-S

Adjudication Filings: By Ranch: 39-03-89376; 39-03-85499

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: 5/1/1985

Type of Use: Stockpond, Wildlife

Feature Name: Bruce's Tank

Water Source: Coon Wash

Tributary: Little Colorado

Max. Flow Rate (GPM):

Annual Use: 348,661 Gallons 1.070 Acre-feet

Capacity: 348,661 Gallons 1.070 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWNW	2	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-109-I
Adjudication Filing: 39-03-89377
Priority Date: 12/13/1929
Type of Use: Stockpond, Wildlife
Feature Name: Porcupine (Red Hill) Tank
Water Source: Coon Wash
Tributary: Little Colorado River
Annual Use (GAL): 3391880
Capacity (AF): 10.41
Length (ft): 350 Width (ft): 540 Depth (ft): 5
QQ SEC T R
POD Location: NENESW 5 17 13
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-110-I

Adjudication Filing: 39-03-89378

Priority Date: 8/7/1953

Type of Use: Stockpond, Wildlife

Feature Name: (West) Sunset Well & Tank

Water Source: GW - (West) Sunset Well

Tributary:

Annual Use (GAL): 1169730

Capacity (AF): 3.59

Length (ft): 129 Width (ft): 129 Depth (ft): 12

QQ SEC I R

POD Location: L4 7 17 13

POU Location:

(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-111-1

Adjudication Filing: 39-03-89379

Priority Date: 4/1/1972

Type of Use: Stockpond, Wildlife

Feature Name: Sunset Tank

Water Source: Sunset Wash

Tributary: Jack's Canyon

Annual Use (GAL): 439870

Capacity (AF): 1.35

Length (ft): 115 Width (ft): 123 Depth (ft): 8

QQ SEC T R

POD Location: SWNW 9 17 13

POU Location:

(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-112-S
Adjudication Filings: By Ranch: 39-03-89380
By USFS:
By SLD:

Preadjudication Filing:

Priority Date: 11/1/1968
Type of Use: Stockpond, Wildlife
Feature Name: Blazer Tank
Water Source: Blazer Wash
Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	44,316	Gallons	0.136	Acre-feet
Capacity:	44,316	Gallons	0.136	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSEW	12	17	13

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-113-S
Adjudication Filings: By Ranch: 39-03-89381
By USFS:
By SLD: 39-03-91765

Preadjudication Filing:

Priority Date: 12/31/1884
Type of Use: Stockpond, Wildlife
Feature Name: Carolyn's Tank
Water Source: Unknown
Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	9,776	Gallons	0.030	Acre-feet
Capacity:	9,776	Gallons	0.030	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSESW	12	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-115-I

Adjudication Filing: 39-03-89383

Priority Date: 10/7/1984

Type of Use: Stockpond, Wildlife

Feature Name: Joyanna's Tank

Water Source: Coon Wash

Tributary: Jack's Canyon

Annual Use (GAL): 439870

Capacity (AF): 1.35

Length (ft): 137 Width (ft): 95 Depth (ft): 8

OO SEC T R

POD Location: NESW 13 17 13

POU Location:

(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-116-I

Adjudication Filing: 39-03-89384

Priority Date: 6/1/1968

Type of Use: Stockpond, Wildlife

Feature Name: Robin's Tank

Water Source: Coon Wash

Tributary: Jack's Canyon

Annual Use (GAL): 801540

Capacity (AF): 2.46

Length (ft): 148 Width (ft): 139 Depth (ft): 10

QQ SEC T R

POD Location: NESW 13 17 13

POU Location:

(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-117-S
 Adjudication Filings: By Ranch: 39-03-89385
 By USFS:
 By SLD: 39-03-91634

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond, Wildlife
 Feature Name: Upper Red Tank
 Water Source: Red Tanks Wash
 Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	3,587,624	Gallons	11.010	Acre-feet
Capacity:	3,587,624	Gallons	11.010	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NENW	20	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-119-I
Adjudication Filing: 39-03-89387
Priority Date: 7/15/1942
Type of Use: Stockpond, Wildlife
Feature Name: Lower Red Tank
Water Source: Red Tanks Wash
Tributary: Jack's Canyon
Annual Use (GAL): 4004440
Capacity (AF): 12.29
Length (ft): 315 Width (ft): 271 Depth (ft): 12
 QQ SEC I R
POD Location: N2SW 23 17 13
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-120-I
Adjudication Filing: 39-03-89388
Priority Date: 7/15/1942
Type of Use: Stockpond, Wildlife
Feature Name: Dirt Dike
Water Source: Dike Wash
Tributary: Jack's Canyon
Annual Use (GAL): 1182760
Capacity (AF): 3.63
Length (ft): 330 Width (ft): 200 Depth (ft): 5
QQ SEC T R
POD Location: NENWSW 23 17 13
POU Location:
(if different from POD)
NRCE Comment: Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-121-S
Adjudication Filings: By Ranch: 39-03-89389
By USFS:
By SLD:

Preadjudication Filing:

Priority Date: 10/15/1978
Type of Use: Stockpond, Wildlife
Feature Name: Larry's (Robin's) Tank
Water Source: Sunset Wash
Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	7,800,883	Gallons	23.940	Acre-feet
Capacity:	7,800,883	Gallons	23.940	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NENWNW	24	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-122-S
 Adjudication Filings: By Ranch: 39-03-89390
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 10/15/1983
 Type of Use: Stockpond, Wildlife
 Feature Name: Mario's Tank
 Water Source: Unnamed
 Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	75,272	Gallons	0.231	Acre-feet
Capacity:	75,272	Gallons	0.231	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NENWNW	24	17	13

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-123-S
 Adjudication Filings: By Ranch: 39-03-89391
 By USFS:
 By SLD: 39-03-86374

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond, Wildlife
 Feature Name: Dark (Little) Tank
 Water Source: Sunset Wash
 Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	3,535,488	Gallons	10.850	Acre-feet
Capacity:	3,535,488	Gallons	10.850	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NENENW	24	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-124-S

Adjudication Filings: By Ranch: 39-03-89392

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: 6/1/1935

Type of Use: Stockpond, Wildlife

Feature Name: Little Tank

Water Source: Little Wash

Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use: 1,665,101 Gallons 5.110 Acre-feet

Capacity: 1,665,101 Gallons 5.110 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SESENW	26	17	13

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-125-S

Adjudication Filings: By Ranch: 39-03-89393

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: 10/7/1942

Type of Use: Stockpond

Feature Name: Jude's Tank

Water Source: White Wash

Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use: 134,577 Gallons 0.413 Acre-feet

Capacity: 134,577 Gallons 0.413 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NESWNW	26	17	13

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-126-S
 Adjudication Filings: By Ranch: 39-03-89394
 By USFS:
 By SLD: 39-03-86377

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond
 Feature Name: Middle Red Tank West
 Water Source: Red Tanks Wash
 Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	1,277,337	Gallons	3.920	Acre-feet
Capacity:	8,690,457	Gallons	26.670	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSEW	28	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-127-S
 Adjudication Filings: By Ranch: 39-03-89395
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 6/1/1935
 Type of Use: Stockpond, Wildlife
 Feature Name: Middle Red Tank East
 Water Source: Red Tanks Wash
 Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	3,985,163	Gallons	12.230	Acre-feet
Capacity:	3,985,163	Gallons	12.230	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSENW	28	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-128-S
Adjudication Filings: By Ranch: 39-03-89396
By USFS:
By SLD: 39-03-86378

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond, Wildlife
Feature Name: Mule Tank
Water Source: Mule Wash
Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	3,871,115	Gallons	11.880	Acre-feet
Capacity:	3,871,115	Gallons	11.880	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSEW	32	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-129-I

Adjudication Filing: 39-03-89397

Priority Date: 6/1/954

Type of Use: Stockpond, Wildlife

Feature Name: Echols Tank

Water Source: Fisher Wash

Tributary: Jack's Canyon

Annual Use (GAL): 1029620

Capacity (AF): 3.16

Length (ft): 205 Width (ft): 161 Depth (ft): 8

QQ SEC T R

POD Location: L1 32 17 13

POU Location:

(if different from POD)

NRCE Comment: Bill Wilson refers to this as West Eckles (Echols) tank. Verified during site visit. See photos. Annual use assumed to be equal to claimed capacity.

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-130-I

Adjudication Filing: 39-03-89398

Priority Date: 6/1/1942

Type of Use: Stockpond, Wildlife

Feature Name: Caliche Tank

Water Source: Fisher Wash

Tributary: Jack's Canyon

Annual Use (GAL): 2355750

Capacity (AF): 7.23

Length (ft): 250 Width (ft): 402 Depth (ft): 6

QQ SEC T R

POD Location: SWNE 33 17 13

POU Location:

(if different from POD)

NRCE Comment: Revised coordinates and POD location. Annual use assumed to be equal to claimed capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-131-S
Adjudication Filings: By Ranch: 39-03-89399
By USFS:
By SLD: 39-03-86382

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond, Wildlife
Feature Name: Grandpa (Agape) Tank
Water Source: Fisher Wash
Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	2,645,913	Gallons	8.120	Acre-feet
Capacity:	2,645,913	Gallons	8.120	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSW	34	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-132-S
 Adjudication Filings: By Ranch: 39-03-89400
 By USFS:
 By SLD: 39-03-86281

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond, Wildlife
 Feature Name: Burch Tank
 Water Source: Fisher Wash
 Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	1,593,413	Gallons	4.890	Acre-feet
Capacity:	1,593,413	Gallons	4.890	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSWSW	8	16	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-133-S
 Adjudication Filings: By Ranch: 39-03-89401
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: 6/1/1955
 Type of Use: Stockpond, Wildlife
 Feature Name: Railroad Tank
 Water Source: Tucker Flat Wash
 Tributary: Little Colorado River

Max. Flow Rate (GPM):

Annual Use:	479,002	Gallons	1.470	Acre-feet
Capacity:	479,002	Gallons	1.470	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SENE	18	19	15

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-136-S
Adjudication Filings: By Ranch: 39-03-89404
By USFS:
By SLD:

Preadjudication Filing:

Priority Date: 4/24/1983
Type of Use: Stockpond, Wildlife
Feature Name: Mesa Tank
Water Source: Unknown
Tributary: Unknown

Max. Flow Rate (GPM):

Annual Use:	55,069	Gallons	0.169	Acre-feet
Capacity:	55,069	Gallons	0.169	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NWSEW	18	18	15

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-138-S

Adjudication Filings: By Ranch:

By USFS:

By SLD: 39-03-86288

Preadjudication Filing:

Priority Date: Prior to 1884

Type of Use: Instream use for stock and wildlife.

Feature Name: Clear Creek Instream Use

Water Source: Clear Creek

Tributary: Little Colorado River

Max. Flow Rate (GPM):

Annual Use: 276,974 Gallons 0.850 Acre-feet

Capacity: 276,974 Gallons 0.850 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
S2SE, SESW, SENE, E2SE	10; 16	16	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-139-S
 Adjudication Filings: By Ranch:
 By USFS:
 By SLD: 39-03-86376

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Stockpond
 Feature Name: Old Tank
 Water Source: Dick Hart Wash
 Tributary: Jack's Canyon

Max. Flow Rate (GPM):

Annual Use:	1,974,659	Gallons	6.060	Acre-feet
Capacity:	1,974,659	Gallons	6.060	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SESWSE	26	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-140-O
Adjudication Filings: By Ranch:
By USFS:
By SLD: 39-03-86463

Preadjudication Filing:

Priority Date: Prior to 1884
Type of Use: Stockpond
Feature Name: Upper King Tank (King Tank)
Water Source: Coon Draw
Tributary: Tucker Wash

Max. Flow Rate (GPM):

Annual Use:	2,805,581	Gallons	8.610	Acre-feet
Capacity:	2,805,581	Gallons	8.610	Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWNENW	32	18	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-141-S

Adjudication Filings: By Ranch:
 By USFS:
 By SLD: 39-03-86484

Preadjudication Filing:

Priority Date: Prior to 1884
 Type of Use: Instream use for stock and wildlife.
 Feature Name: Jacks Canyon instream use
 Water Source: Jack's Canyon
 Tributary: Clear Creek

Max. Flow Rate (GPM):

Annual Use: 276,974 Gallons 0.850 Acre-feet
 Capacity: Gallons Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
S2SE, S2SW	30	18	15

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-142-S

Adjudication Filings: By Ranch:
 By USFS:
 By SLD:

Preadjudication Filing:

Priority Date: Prior to 1982

Type of Use: Stockwater

Feature Name: Unnamed tank

Water Source:

Tributary: Coyote Wash-Little Colorado River

Max. Flow Rate (GPM):

Annual Use: 141,784 Gallons 0.435 Acre-feet

Capacity: 141,784 Gallons 0.435 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SWSE	4	17	13

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-143-S

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1982

Type of Use: Stockwater

Feature Name: Unnamed tank

Water Source:

Tributary: Coyote Wash-Little Colorado River

Max. Flow Rate (GPM):

Annual Use: 29,701 Gallons 0.091 Acre-feet

Capacity: 29,701 Gallons 0.091 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
SESW	12	18	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHTS ABSTRACTS FOR IMPOUNDMENTS ON HOPI RANCH LANDS

Water Right #: CC-147-I

Adjudication Filing:

Priority Date: Prior to 1954

Type of Use:

Feature Name: Unnamed

Water Source: Rincon Draw

Tributary: Jack's Canyon

Annual Use (GAL): 602790

Capacity (AF): 1.85

Length (ft): Width (ft): Depth (ft):

POD Location: L3 5 16 14

POU Location:

(if different from POD)

NRCE Comment: No known adjudication filings available for this tank. Priority date estimated from historic aerial imagery. Capacity calculated using surface area delineated from aerial imagery and NRCE's equation for capacity.

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-151-S

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date: Prior to 1967

Type of Use: Stockwater

Feature Name: Impoundment symbol

Water Source:

Tributary: Coyote Wash-Little Colorado River

Max. Flow Rate (GPM):

Annual Use: 1,183,173 Gallons 3.631 Acre-feet

Capacity: 1,183,173 Gallons 3.631 Acre-feet

Point of Diversion:

<u>QQ</u>	<u>SEC</u>	<u>I</u>	<u>R</u>
NESW	24	19	14

Point of Use (if different from Point of Diversion):

Comments:

WATER RIGHT ABSTRACT FOR WELL ON HOPI RANCH LANDS

Water Right #: CC-159-S

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date:

Type of Use:

Feature Name:

Water Source:

Tributary:

Max. Flow Rate (GPM):

Annual Use:	Gallons	Acre-feet
-------------	---------	-----------

Storage Right:	Gallons	Acre-feet
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Point of Diversion:

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHT ABSTRACT FOR IMPOUNDMENT ON HOPI RANCH LANDS

Water Right #: CC-160-S

Adjudication Filings: By Ranch:

By USFS:

By SLD:

Preadjudication Filing:

Priority Date:

Type of Use:

Feature Name: Unnamed tank

Water Source:

Tributary:

Max. Flow Rate (GPM):

Annual Use:	Gallons	Acre-feet
-------------	---------	-----------

Capacity:	Gallons	Acre-feet
-----------	---------	-----------

Point of Diversion:

Point of Use (if different from Point of Diversion):

Comments:

Unverified location

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: CC-161-W

Adjudication Filing

Priority Date: 5/17/2016

Type of Use: Stockwater

Feature Name: Red Hill Well

Max. Flow Rate (GPM): 20

Annual Use: 1080000 Gallons

Storage Right:

	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	SENE	23	18	14

NRCE Comment: Field verified. See photos. Drilled within the last three years. Annual average of 1,080,000 gallons is assumed based on average annual livestock water use on the Hopi Ranches.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: CC-163-W

Adjudication Filing

Priority Date: 3/10/2015

Type of Use: Stockwater

Feature Name: Simms Well

Max. Flow Rate (GPM): 20

Annual Use: 1080000 Gallons

Storage Right:

QQ Sec. T R

Point of Diversion: L4 1 16 14

NRCE Comment: Drilled within the last three years. Annual average of 1,080,000 gallons is assumed based on average annual livestock water use on the Hopi Ranches.

WATER RIGHTS ABSTRACTS FOR WELLS ON HOPI RANCH LANDS

Water Right #: CC-164-W

Adjudication Filing

Priority Date: 4/27/2016

Type of Use: Stockwater

Feature Name: Redgate Well

Max. Flow Rate (GPM): 25

Annual Use: 1080000 Gallons

Storage Right:

	<u>QQ</u>	<u>Sec.</u>	<u>T</u>	<u>R</u>
Point of Diversion:	NWSW	23	18	14

NRCE Comment: Drilled within the last three years. Annual average of 1,080,000 gallons is assumed based on average annual livestock water use on the Hopi Ranches.

EXHIBIT 5.10.1L

Map of Hopi Industrial Park

IN PROCESS OF FINALIZATION

EXHIBIT 5.10.1LL

IN PROCESS OF FINALIZATION

EXHIBIT 5.10.1LL

Hopi Abstracts for Hopi Industrial Park

PLACEHOLDER FOR HOPI ABSTRACTS FOR
HOPI INDUSTRIAL PARK

EXHIBIT 6.4.1A

ATTACHED

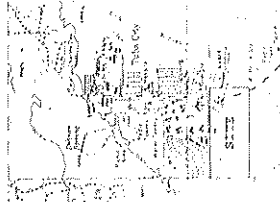
Case 7 Map 100

FINAL PLAT OF BABBITT'S MOENAVE CENTER

A SUBDIVISION SITUATED IN THE NORTHWEST 1/4
SECTION 29, TOWNSHIP 32 NORTH, RANGE 11 EAST,
GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



VICINITY MAP
NOT TO SCALE



NOTICE:
THESE PLATS HAVE BEEN PREPARED BY THE SURVEYOR AND THE INFORMATION CONTAINED HEREIN IS BASED ON THE RECORDS OF THE SURVEYOR'S OFFICE. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AND ACCURATE. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE SURVEYOR'S OFFICE AND HAS FOUND THAT THE INFORMATION CONTAINED THEREIN IS CORRECT AND ACCURATE. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE RECORDS OF THE SURVEYOR'S OFFICE AND HAS FOUND THAT THE INFORMATION CONTAINED THEREIN IS CORRECT AND ACCURATE.

NOTES:
1. Zoning Restrictions (Lots 1, 2, 14, & 15)
2. Development of Lots (Lots 1, 2, 5, 12, 14, & 15)
3. Subdivisions to be approved by the Planning Department before these lots can be developed



NOTES:
1. Zoning Restrictions (Lots 1, 2, 14, & 15)
2. Development of Lots (Lots 1, 2, 5, 12, 14, & 15)
3. Subdivisions to be approved by the Planning Department before these lots can be developed

UTILITY COMPANY APPROVALS:

ARIZONA PUBLIC SERVICE	DATE
AT&T	DATE
NAVAJO COMMUNICATIONS	DATE

COUNTY APPROVALS:

Coconino County Planning Department	Date
Coconino County Engineering Department	Date
Coconino County Health Authority	Date
Coconino County Board of Supervisors	Date
Coconino County Clerk of Board	Date

SUBDIVISION AREAS:

Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8	Lot 9	Lot 10	Lot 11	Lot 12	Lot 13	Lot 14	Lot 15
-------	-------	-------	-------	-------	-------	-------	-------	-------	--------	--------	--------	--------	--------	--------

OWNER/DEVELOPER
Babbitt's Prop. Trading Co.
P.O. Box 1369
Flagstaff, Arizona 86002
Contact: William C. Babbitt

No. 3024787
Professional Engineer
State of Arizona
Date: 10/15/99
Time: 10:00 AM
Project: Babbitt's Moenave Center



LEGEND:
1. Subdivisions to be approved by the Planning Department
2. Subdivisions to be approved by the Engineering Department
3. Subdivisions to be approved by the Health Authority
4. Subdivisions to be approved by the Board of Supervisors
5. Subdivisions to be approved by the Clerk of Board

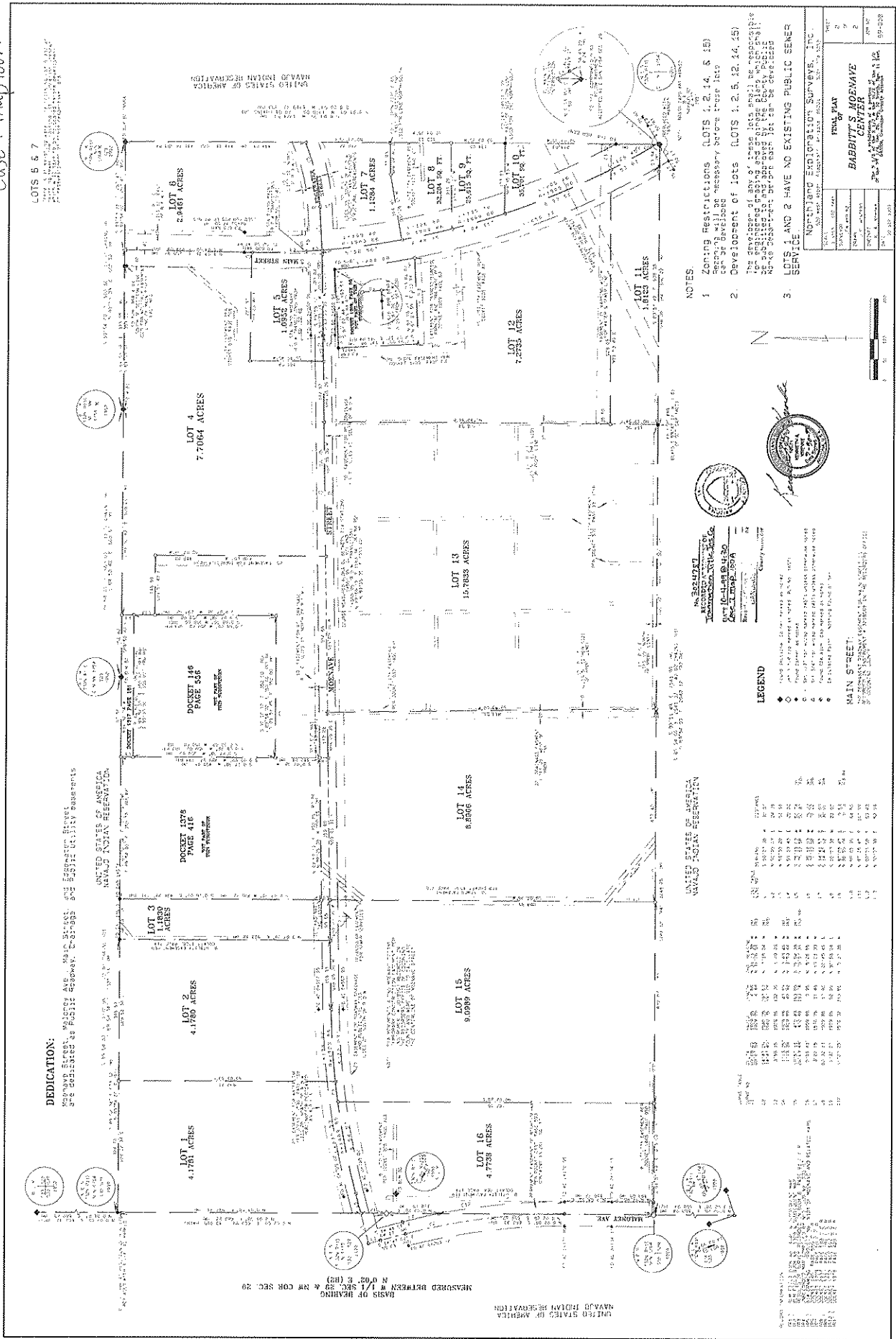
REVISIONS:

No.	Description	Date
1	Initial Plat	10/15/99
2	Revised Plat	10/15/99
3	Final Plat	10/15/99

Northland Exploration Survey, Inc.	
Survey No.	100
Block	100
Page	100
FINAL PLAT	
BABBITT'S MOENAVE CENTER	
Surveyor	William C. Babbitt
Date	10/15/99
Time	10:00 AM
Project	Babbitt's Moenave Center



Case 7 Map 100A



DEDICATION:
 Proposed Street, Main Street, and Extension Street
 are dedicated as Public Highways. The proposed
 Utility easements
 are dedicated as Public Utility Easements.

POCKET 146
 PAGE 306
 THE PLAT OF
 THE STATE OF ARIZONA
 UNITED STATES OF AMERICA
 NAVALO INDIAN RESERVATION

POCKET 1376
 PAGE 416
 THE PLAT OF
 THE STATE OF ARIZONA
 UNITED STATES OF AMERICA
 NAVALO INDIAN RESERVATION

NOTES:
 1. Zoning Restrictions (LOTS 1, 2, 14, 8, 15)
 Section 1 will be necessary before these lots
 can be developed.
 2. Development of lots (LOTS 1, 2, 5, 12, 14, 15)
 The developer of any of these lots shall be responsible
 for obtaining and approved by the Public Health
 Department before each lot can be developed.
 3. LOTS 1 AND 2 HAVE NO EXISTING PUBLIC SEWER
 SERVICE.

LEGEND:
 • Public Street
 • Proposed Street
 • Proposed Street (to be shown on next page)
 • Proposed Street (to be shown on next page)
 • Proposed Street (to be shown on next page)
 • Proposed Street (to be shown on next page)

RECORDER'S OFFICE
 DEPARTMENT OF RECORDS & COURTS
 COUNTY OF MARICOPA
 PHOENIX, ARIZONA

FINAL PLAT OF
BABBITT'S MOENAVE
CENTER
 PREPARED BY
 NORTH LANG EXPLORATION SURVEYS, INC.
 2000 W. WILSON AVENUE, SUITE 100
 PHOENIX, ARIZONA 85015
 DATE: 12-20-2011
 SHEET: 2
 OF: 2

Lot No.	Area (Acres)	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)
1	4.1781	181,100	181,100	181,100	181,100	181,100	181,100	181,100	181,100	181,100
2	4.1780	181,099	181,099	181,099	181,099	181,099	181,099	181,099	181,099	181,099
3	1.9490	84,526	84,526	84,526	84,526	84,526	84,526	84,526	84,526	84,526
4	7.7064	335,112	335,112	335,112	335,112	335,112	335,112	335,112	335,112	335,112
5	1.0633	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104
6	2.8461	123,849	123,849	123,849	123,849	123,849	123,849	123,849	123,849	123,849
7	1.1384	49,381	49,381	49,381	49,381	49,381	49,381	49,381	49,381	49,381
8	2.8208	122,988	122,988	122,988	122,988	122,988	122,988	122,988	122,988	122,988
9	2.8208	122,988	122,988	122,988	122,988	122,988	122,988	122,988	122,988	122,988
10	2.8208	122,988	122,988	122,988	122,988	122,988	122,988	122,988	122,988	122,988
11	1.0633	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104
12	7.2755	316,816	316,816	316,816	316,816	316,816	316,816	316,816	316,816	316,816
13	15.7883	683,112	683,112	683,112	683,112	683,112	683,112	683,112	683,112	683,112
14	9.8266	426,816	426,816	426,816	426,816	426,816	426,816	426,816	426,816	426,816
15	9.6989	421,816	421,816	421,816	421,816	421,816	421,816	421,816	421,816	421,816
16	4.7738	207,816	207,816	207,816	207,816	207,816	207,816	207,816	207,816	207,816

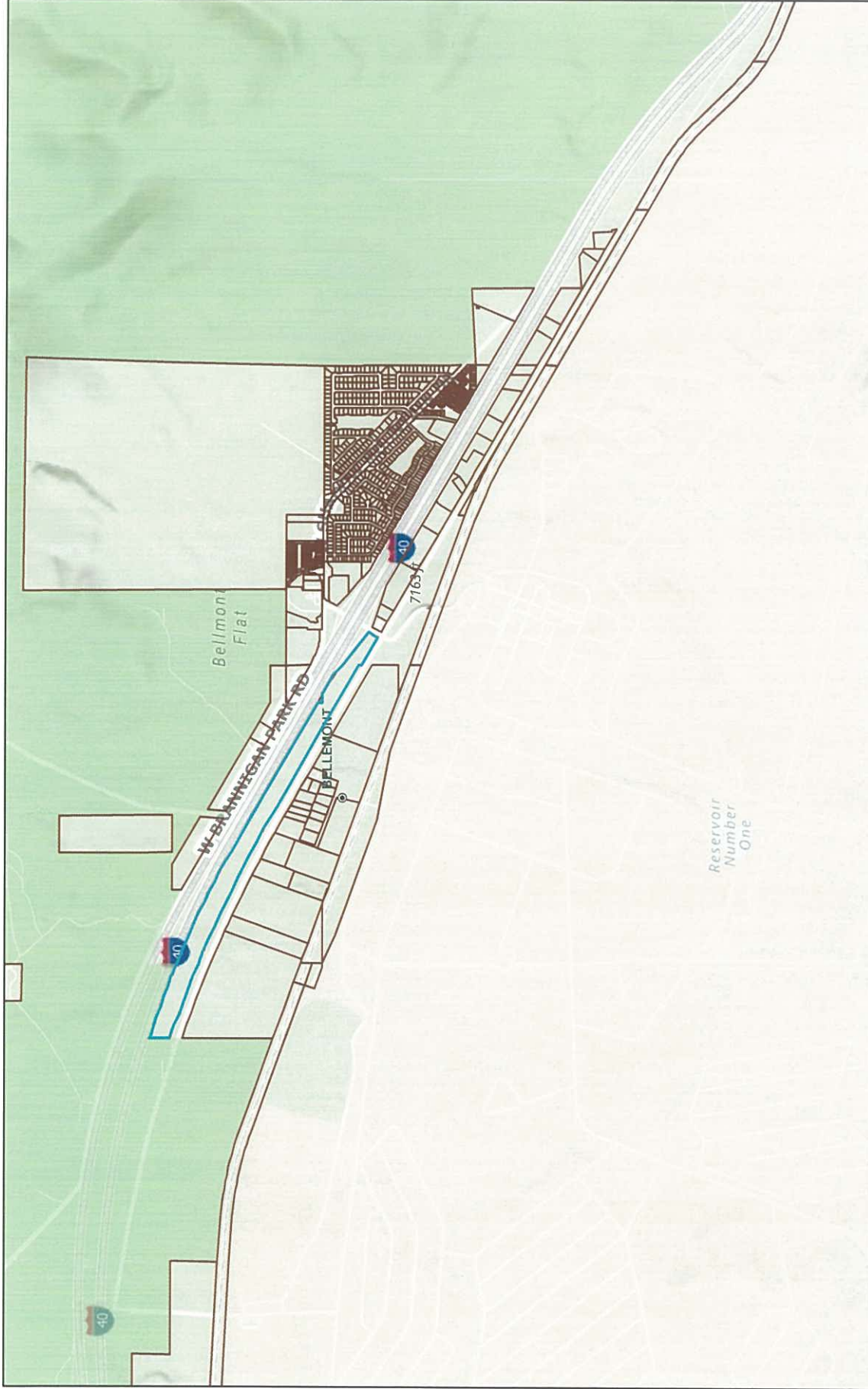
Lot No.	Area (Acres)	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)
1	4.1781	181,100	181,100	181,100	181,100	181,100	181,100	181,100	181,100	181,100
2	4.1780	181,099	181,099	181,099	181,099	181,099	181,099	181,099	181,099	181,099
3	1.9490	84,526	84,526	84,526	84,526	84,526	84,526	84,526	84,526	84,526
4	7.7064	335,112	335,112	335,112	335,112	335,112	335,112	335,112	335,112	335,112
5	1.0633	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104
6	2.8461	123,849	123,849	123,849	123,849	123,849	123,849	123,849	123,849	123,849
7	1.1384	49,381	49,381	49,381	49,381	49,381	49,381	49,381	49,381	49,381
8	2.8208	122,988	122,988	122,988	122,988	122,988	122,988	122,988	122,988	122,988
9	2.8208	122,988	122,988	122,988	122,988	122,988	122,988	122,988	122,988	122,988
10	2.8208	122,988	122,988	122,988	122,988	122,988	122,988	122,988	122,988	122,988
11	1.0633	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104	46,104
12	7.2755	316,816	316,816	316,816	316,816	316,816	316,816	316,816	316,816	316,816
13	15.7883	683,112	683,112	683,112	683,112	683,112	683,112	683,112	683,112	683,112
14	9.8266	426,816	426,816	426,816	426,816	426,816	426,816	426,816	426,816	426,816
15	9.6989	421,816	421,816	421,816	421,816	421,816	421,816	421,816	421,816	421,816
16	4.7738	207,816	207,816	207,816	207,816	207,816	207,816	207,816	207,816	207,816

UNITED STATES OF AMERICA
 NAVALO INDIAN RESERVATION
 BASIS OF BEARING
 N 0° 2' 0" E (E2)
 N 0° 2' 0" E & N COR SEC. 20

EXHIBIT 6.4.1B

ATTACHED

Parcel Viewer Map



5/2/2024, 2:30:20 PM

County Boundary

Coconino County Parcels

County Land Ownership

National Forest

National Forest

Military Reservation

Private

Private

Private

Private

Private

1:36,112

0 0.25 0.5 1 mi

0 0.4 0.8 1.6 km

Esri, NASA, NGA, USGS, FEMA, County of Yavapai, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METANASA, USGS, Bureau of Land

Coconino County GIS

This is not a legal document. No warranty of accuracy is given or implied.

EXHIBIT 6.4.1BB

Abstract for SJSP Lands - Northern Area

IN PROCESS OF FINALIZATION

EXHIBIT 7.1.1.1A

**AVAILABLE UPON REQUEST AT THE
ATTORNEY GENERAL'S OFFICE**

Inventory of All Irrigation Uses - Navajo

EXHIBIT 7.1.1.1B

**AVAILABLE UPON REQUEST AT THE
ATTORNEY GENERAL'S OFFICE**

Inventory of All Irrigation Uses - Hopi Tribe

EXHIBIT 7.1.1.2A

**AVAILABLE UPON REQUEST AT THE
ATTORNEY GENERAL'S OFFICE**

Table of All Navajo Nation Designated Historic Irrigation Projects

EXHIBIT 7.1.1.2B

**AVAILABLE UPON REQUEST AT THE
ATTORNEY GENERAL'S OFFICE**

Table of All Hopi Tribe Designated Historic Irrigation Projects

EXHIBIT 7.1.1.2C

ATTACHED

EXHIBIT 7.1.1.2C

Table of All Joint Navajo Nation and
Hopi Tribe Historic Irrigation Projects

EXHIBIT 7.1.1.2.C

Joint Navajo-Hopi Designated Historic Irrigation Projects

Managed Wash	Project	Historic Designated Acreage	Storage (Yes or No)
Moenkopi	Kerley Valley	Navajo 492*	No
		Hopi 200*	No
Dinnebito	Lower Dinnebito	Navajo 125	No
		Hopi 125	No
Oraibi	Oraibi Delta	Navajo 600	No
		Hopi 400	No
Polacca	Polacca Delta	Navajo 500	No
		Hopi 500	No
Polacca	Polacca Wash #1 (PW1)	Navajo 194	No
		Hopi 291	No
Total		Navajo 1,911	
		Hopi 1,516	
<p>* These Navajo and Hopi acreages are based on the Bureau of Indian Affairs Land Use Permit maps dated 1956. These numbers may be altered by mutual agreement of the Tribes in the event of improved information.</p>			

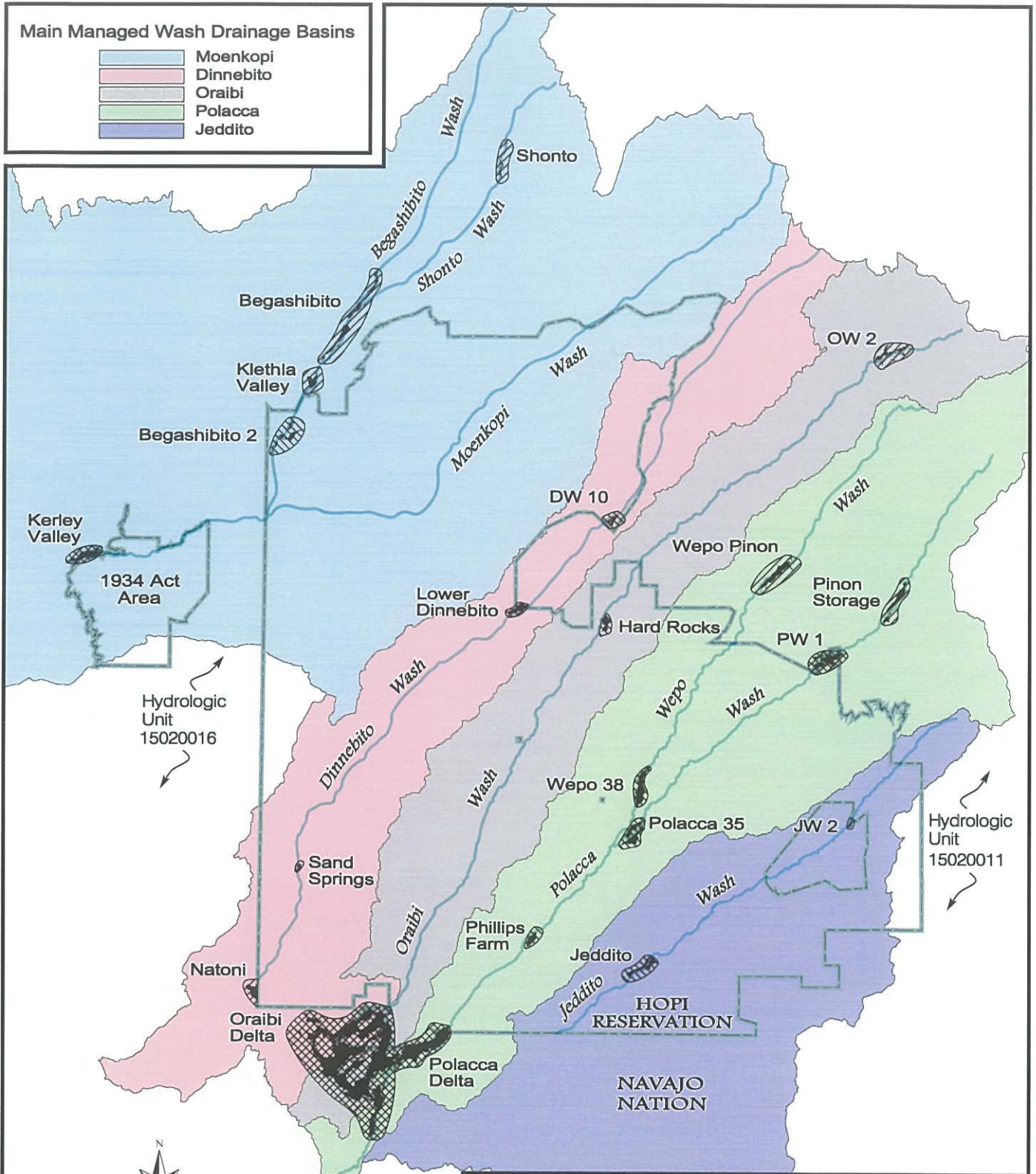
EXHIBIT 7.1.1.2D

ATTACHED

EXHIBIT 7.1.1.2D
Designated Historic Irrigation Projects
(Managed Washes) Figure

Main Managed Wash Drainage Basins

- Moenkopi
- Dinnebito
- Oraibi
- Polacca
- Jeddito



Note:
Drainage basin boundaries are from the Natural Resources Conservation Service (NRCS) digital hydrologic unit boundary layer to the 5th level for the State of Arizona.



**Exhibit 7.1.1.2D
Designated Historic Irrigation Project General Location**

- All-Hopi Designated Project
- All-Navajo Designated Project
- Joint Navajo-Hopi Designated Project
- Irrigated Lands (BIA 2001) within Designated Project
- Managed Washes

EXHIBIT 7.1.2.3

ATTACHED

EXHIBIT 7.1.2.3

Table of Aggregate Capacity of
Surface Water Impoundments by
Main Wash Drainage

EXHIBIT 7.1.2.3

Aggregate Capacity of Surface Water Impoundments by Main Wash Drainage

Main Wash Drainage	Hopi (ac-ft)	Navajo (ac-ft)
Dinnebito	983	184
Jeddito	650	133
Moenkopi	1088	2,597
Oraibi	872	215
Polacca	1,164	704
Total	4,757	3,833

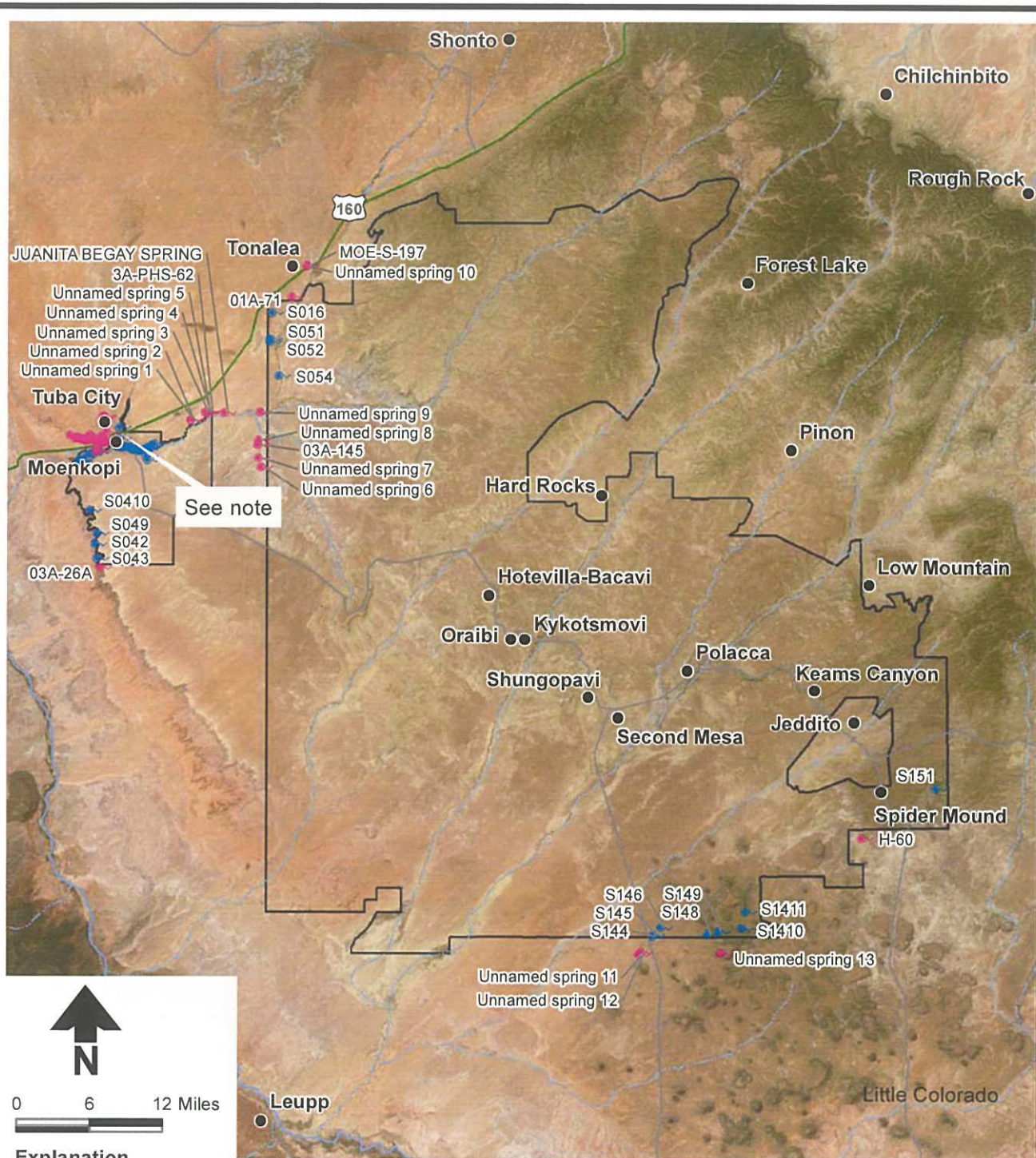
Notes:

- 1) Data for Hopi Impoundments derived from Hopi Second Amended Statement of Claimant submitted on November 12, 2009.
- 2) Data for Navajo Impoundments from Navajo Nation from their hydrographic survey.
- 3) Capacity for all Impoundments calculated by:
$$\text{Length} \times \text{Width} \times \text{Depth} \times 0.4 = \text{Capacity}$$
- 4) Hopi and Navajo Impoundments within the Pueblo Colorado Wash – Cottonwood Wash basin (designated by the NRCS as Hydrologic Unit 15020011) and Hopi Impoundments within the Lower Little Colorado River sub-basin (designated by the NRCS as Hydrologic Unit 15020016) are not included on this table because these basins and sub-basins do not contribute flows to the five Main Washes.
- 5) These numbers may be altered by mutual agreement of the Tribes in the event of improved information.
- 6) This table excludes Peabody and Pasture Canyon Impoundments, sewage lagoons, and Impoundments permitted pursuant to Subparagraph 5.1.3.4 of the Northeastern Arizona Indian Water Rights Settlement Agreement.

EXHIBIT 7.2.3.5.3

ATTACHED

EXHIBIT 7.2.3.5.3
N-Aquifer Boundary Springs
Figure and Tables



Explanation

- Hopi Tribe spring
- Navajo Nation spring
- Village or Chapter
- Hopi Reservation boundary

Note:
 There are numerous springs along Moenkopi Wash and Echo Cliffs not labeled, but they are listed in the attached tables. Pasture Canyon Springs are shown in Exhibit 7.2.3.5.4.



Hopi Tribe Boundary Springs - Exhibit 7.2.3.5.3, Page 2 of 3

Spring Number	Spring Name/Other Name	Hopi Label	Coordinates		Spring Number	Spring Name/Other Name	Hopi Label	Coordinates	
			X	Y				X	Y
S016	Unnamed/1A-73	S-1-339	501098	4013616	<i>Springs Not Labeled on Exhibit (cont.)</i>				
S0410	Toh Nee Di Kishi	S-4-260	477016	3987308	S0433	Unnamed	S-4-283	482755	3995382
S042	Seller, Piisave, Piisava	S-4-213	477729	3982820	S0435	Unnamed	S-4-285	482821	3995339
S043	3A-25	S-4-214	477971	3980889	S0436	Unnamed	S-4-286	482944	3995386
S049	Tonali/3A-17, Tonali	S-4-259	478048	3984250	S0437	Unnamed	S-4-287	483309	3995305
S051	Nee De Miso Bito	S-5-32	500855	4010110	S0438	Unnamed	S-4-288	483373	3995312
S052	Nee De Miso Bito/1A-75	S-5-33	500861	4009736	S0439	Unnamed	S-4-289	483408	3995305
S054	Cold Water	S-5-35	501979	4005258	S0440	Unnamed	S-4-290	483467	3995245
S1410	Ram/7H-23	S-14-201	563666	3931985	S0441	Unnamed	S-4-291	483565	3995206
S1411	Shontah/Shonto-hi,7H-234	S-14-202	564087	3934176	S0442	Unnamed	S-4-292	484089	3995334
S144	Kalbito #2	S-14-195	551875	3930899	S0443	Unnamed	S-4-293	484636	3995628
S145	Kalbito #1/07H-78	S-14-196	551863	3931146	S0444	Unnamed	S-4-294	484768	3995658
S146	Comar/7H-79	S-14-197	552922	3932018	S0445	Unnamed	S-4-295	484757	3995599
S148	Lukai/7H-76	S-14-199	559127	3931137	S0446	Unnamed	S-4-296	485537	3996095
S149	Wolf Pass	S-14-200	560570	3931514	S0447	Unnamed	S-4-297	485067	3995929
S151	Cow	S-15-332	589422	3950572	S0448	Unnamed	S-4-298	485100	3995941
<i>Springs Not Labeled on Exhibit</i>					S0449	Ironwood, Otopsapva	S-4-299		484590
S041	3A-15	S-4-211	484408	3994456	S046	3-GS-77-6	S-4-218	480162	3996047
S0411	Unnamed	S-4-261	475617	3993918	S047	Unnamed	S-4-257	475648	3993697
S0412	Unnamed	S-4-262	477056	3994784	S0474	Unnamed 07	S-4-432	478882	3996601
S0413	Unnamed	S-4-263	477143	3994801	S0475	Unnamed 08	S-4-431	478817	3996490
S0414	Unnamed	S-4-264	477251	3994804	S0476	Unnamed 09	S-4-430	478288	3996400
S0415	Unnamed	S-4-265	480125	3996134	S0478	Unnamed 11	S-4-429	478205	3995048
S0416	Moenkopi School, Susungva/3GS-77-6, MoenkopiSchoolSpring(5m)	S-4-266	480126	3996029	S0479	Unnamed 12	S-4-435	475585	3993946
S0417	Unnamed	S-4-267	480163	3996111	S048	Unnamed	S-4-258	476342	3994386
S0418	Unnamed	S-4-268	480158	3996037	S0480	Unnamed 13	S-4-434	475580	3993926
S0419	Unnamed	S-4-269	480461	3995848	S0482	Culvert Spring		480889	3998327
S0420	Unnamed	S-4-270	480866	3996826					
S0421	Unnamed	S-4-271	480855	3995848					
S0422	Unnamed	S-4-272	480935	3995794					
S0423	Unnamed	S-4-273	480953	3995779					
S0424	Unnamed	S-4-274	481131	3995588					
S0425	Unnamed	S-4-275	481450	3995733					
S0426	Unnamed	S-4-276	481636	3995757					
S0427	Unnamed	S-4-277	482116	3995682					
S0428	Unnamed	S-4-278	482336	3995624					
S0429	Unnamed	S-4-279	482537	3995434					
S0430	Unnamed	S-4-280	482543	3995442					
S0431	Unnamed	S-4-281	482572	3995422					
S0432	Unnamed	S-4-282	482697	3995382					



Navajo Nation Boundary Springs - Exhibit 7.2.3.5.3, Page 3 of 3

Spring Number	Spring Name	Key	Coordinates		Spring Number	Spring Name	Key	Coordinates	
			X	Y				X	Y
01A-71	Morman Well		503748	4015677	<i>Springs Not Labeled on Exhibit (cont.)</i>				
03A-145		S-00436111-A.1 3	499230	3995978			S-00336111-A.3 3	477006	3997251
03A-26A	Spring on the Rock	S-00135111-H.2 3	478333	3979648			S-00436111-A.2 3	478405	3997086
3A-PHS-62	Leechee Dasikaid Spring	S-00736111-B.1 3	492868	4000326			S-00436111-A.3 3	477279	3997017
H-60	Spring-7-2-9	S-00135110-F.1 7	579555	3943889			S-00536111-A.2 3	478774	3996785
Juanita Begay Spring	Juanita Begay Spring		494839	4000217			S-00536111-A.3 3	476660	3996471
MOE-S-197	MOE-S-197	W-00536110-C.8 1	505776	4019863			S-00636111-A.2 3	478057	3996130
Unnamed spring 1		S-00236111-B.1 3	490357	3999231			S-00636111-A.3 3	476550	3996482
Unnamed spring 10		S-00136110-C.8 1	505716	4019743			S-00736111-A.2 3	478761	3996301
Unnamed spring 11		S-01035110-D.4 7	549935	3928449			S-00736111-A.3 3	476288	3996581
Unnamed spring 12	Spring		550248	3928747			S-00836111-A.2 3	478368	3996215
Unnamed spring 13		S-00335110-D.3 7	560833	3928638			S-00836111-A.3 3	476225	3996623
Unnamed spring 2		S-00336111-B.1 3	490386	3999247			S-00936111-A.3 3	475985	3996729
Unnamed spring 3		S-00436111-B.1 3	492286	4000286			S-01036111-A.3 3	476082	3996671
Unnamed spring 4	Spring		492515	4000297			S-01036111-B.2 3	478964	3999627
Unnamed spring 5		S-00636111-B.1 3	492568	4000297			S-01136111-A.3 3	475832	3996710
Unnamed spring 6		S-00136111-A.1 3	499642	3993025			S-01236111-A.3 3	475477	3996916
Unnamed spring 7		S-00236111-A.1 3	499267	3994221			S-01336111-A.3 3	475336	3996921
Unnamed spring 8		S-00336111-A.1 3	499270	3996529			S-01436111-A.3 3	475005	3996937
Unnamed spring 9		S-00536111-B.1 3	499521	4000314					
<i>Springs Not Labeled on Exhibit</i>									
03A-18	Charley Day Well		478671	3999739					
03B-270		S-00236111-A.2 3	477773	3996522					
	Goldtooth Spring		478108	3995232					
	MOE-S-209		476818	3996981					
	MOE-S-216		478567	3996255					
	MOE-S-217		478466	3996230					
	MOE-S-219		478715	3996249					
	MOE-S-220		474345	3997220					
	MOE-S-221		476875	3996995					
	MOE-S-222		479120	3997620					
	MOE-S-223		475131	3996787					
	MOE-S-231		478882	3996600					
	MOE-S-232		478817	3996490					
	Spring		478955	3996378					
	Spring		478890	3996231					
	Spring		477811	3995083					
	Spring		477850	3995081					
		S-00136111-A.2 3	477846	3996397					
		S-00336111-A.2 3	477880	3996356					

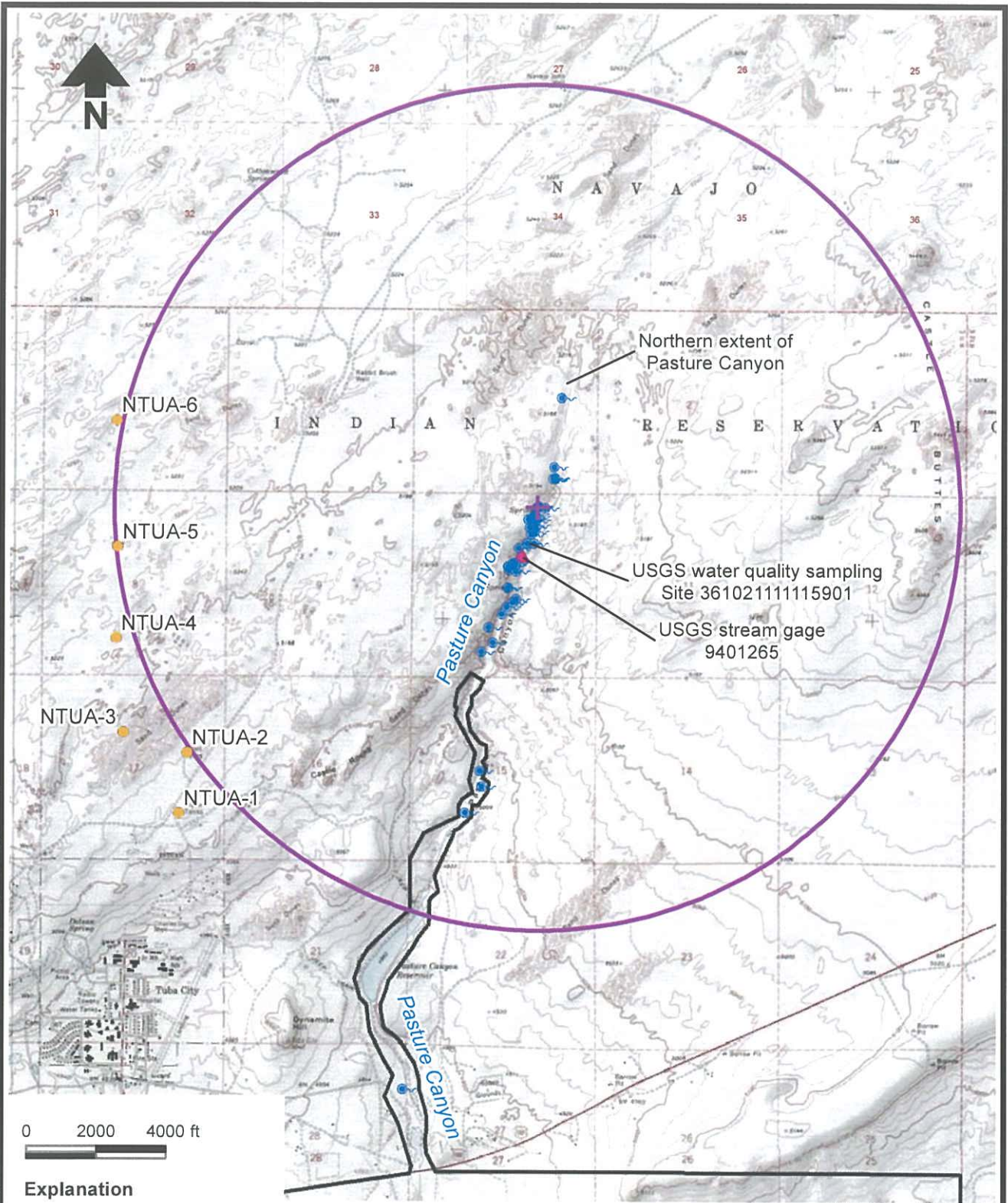
EXHIBIT 7.2.3.5.4

ATTACHED

EXHIBIT 7.2.3.5.4

Pasture Canyon Springs Buffer Zone Figure

Q:\PROJECTS\HOPL_WATER_RIGHTS_SETTLEMENT\GIS\MXD\2024\1PASTURE_CANYON_SPRINGS_BUFFER_ZONE.MXD



USGS Topo: ESRI et al.

Explanation





-  Pasture Canyon spring
-  Navajo Nation Tuba City well
-  Pasture Canyon springs buffer zone
-  Hopi Reservation (Moenkopi Island)

EXHIBIT 8.2.1.1A

ATTACHED

ABSTRACT OF IRRIGATION STORAGE RESERVOIR Little Colorado River Adjudication

HAY LAKE INTEGRATED SYSTEM		
1.	Name of Facility	Hay Lake Integrated System ^A
2.	Owner of Facility.	Bar T Bar Ranch, Inc. ^B
3.	Landowners.	Bar T Bar Ranch, Inc. (Reservoirs, Places of Use) Crater Ranch LLC (Places of Use) United States Department of Agriculture, Coconino National Forest (Reservoirs per land exchange)
4.	Statement of Claimant No.(s).	39-88743 39-88744 39-88746
5.	Statement of Claimant Name(s).	Bar T Bar Ranch, Inc.
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	36-102358 CWR 1372 (R-253; Permit R-135) (A-536; Permit A-759) CWR 3425 (R-1146; Permit R-758) (A-3162; Permit A-2197) App. R-2785; Permit R-2035 33-36109
8.	Beneficial Use.	Irrigation Stockwatering Stockponds
9.	Priority Date.	December 31, 1877 ^C
10.	Quantity. ^D	Soldier Lake Storage Capacity: 550 acre-feet Soldier Lake Annex Storage Capacity: 1,886 acre-feet Tremaine Lake Storage Capacity: 5,150 acre-feet Long Lake Storage Capacity: 1,550 acre-feet Maximum diversion rate = 200 CFS Continuous fill for all reservoirs

HAY LAKE INTEGRATED SYSTEM	
	<p>Irrigation: 850 AFA (200 acres)</p> <p>Irrigation Season: March 15 to October 15</p> <p>Stockwatering: Reasonable use</p> <p>Stockponds (Cumulative storage capacity; continuous fill): 99.60 acre-feet ^E</p>
11.	<p>Places of Use.</p> <p><u>Location of Soldier Lake:</u> Section 6, Township 16 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona</p> <p><u>Location of Soldier Lake Annex:</u> Section 7, Township 16 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona</p> <p><u>Location of Tremaine Lake:</u> Sections 18, 19 and 20, Township 16 North, Range 11 East, and Sections 13 and 24, Township 16 North, Range 10 East, Gila & Salt River Base and Meridian, Coconino County, Arizona</p> <p><u>Location of Long Lake:</u> Sections 6, 8, and 17, Township 16 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona</p> <p><u>Location of Irrigation Places of Use:</u> Section 32, Township 16 North, Range 11 East, and Section 5, Township 15 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona</p> <p><u>Location of Stockwatering Uses:</u> At the lakes described above, along 47 miles of ditch, and at approximately 31 stockponds filled by the Hay Lake Integrated System on private, state and federal lands in Township 16 North, Range 10 East; Township 16 North, Range 11 East; Township 16 North, Range 12 East; Township 17 North, Range 12 East; Township 17 North, Range 12 ½ East; Township 18 North, Range 12 ½ East; and Township 18 North, Range 13 East,</p>

**CONFIDENTIAL RULE 408
SETTLEMENT DRAFT**
Submitted for settlement proposal only.

HAY LAKE INTEGRATED SYSTEM	
	Gila & Salt River Base and Meridian, Coconino County, Arizona
12. Points of Diversion.	<p><u>Soldier Lake and Soldier Lake Annex:</u> NE ¼ NW ¼ of Section 18, Township 16 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona</p> <p><u>Tremaine Lake:</u> Near midpoint of eastern section line, Section 19, Township 16 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona</p> <p><u>Long Lake:</u> During large flood events, water can spill from Soldier Lake Annex into Long Lake (W ½ of Section 6, Township 16 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona) and then into Chavez Pass Ditch (NW1/4 of Section 17, Township 16 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona) for stockwatering.</p>
13. Source of Water.	North & South Forks of Hutch Mountain Draw, Ruth's Draw, Tremaine Draw, Sawmill Wash, all tributaries to Canyon Diablo, and Jacks Canyon, all tributaries of the Little Colorado River

^A The Hay Lake Integrated System includes Hay Lake that has been developed into irrigated pasture including alfalfa, turf (Kentucky Blue Grass), rye, sod, and improved pasture (“the Hay Lake Farm”), and interconnected reservoirs that are used to store and transport water to the Hay Lake Farm and numerous stockwatering locations. The storage system includes Tremaine Lake and Soldier Lake Annex, which store water for irrigation and stockwatering purposes. Soldier Lake is used for temporary storage of high flows. During wet years, Soldier Lake and Soldier Lake Annex are connected and may appear to be one body of water. Long Lake is a natural depression that is filled with overflow from Soldier and Soldier Annex Lakes. The overflow in Long Lake is carried away by the Chavez Pass Ditch for stockwatering.

^B Since 1998, Bar T Bar Ranch, Inc. and the United States Forest Service-Coconino National Forest have been working on a land exchange that involves an exchange of water rights (“the USFS Proposal”). Not all documents for the USFS Proposal, particularly water right filing amendments and transfers, have been completed. This abstract describes the Bar T Bar Ranch, Inc. and Crater Ranch LLC (collectively, “Bar T Bar”) beneficial water uses and facilities and does not address any claims by the United States.

^C The Hay Lake Farm was settled and farmed approximately 30 years before land was opened up to homesteading pursuant to the Forest Homestead Act of 1906. The 1906 Act was enacted to promote cultivation of lands within forest reserves instead of mere ranch headquarters for running livestock. At Hay Lake Farm and its

**CONFIDENTIAL RULE 408
SETTLEMENT DRAFT**
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vicinity, some of the early homesteads predated the forest, with settlers drawn to the area because land could be cultivated. Improvements such as irrigation ditches were made by the original settlers and later expanded and developed by the homesteaders and others who acquired their properties after the 1906 Act.

^D At the beginning of each calendar year, Bar T Bar is entitled to use the first one thousand (1,000) acre-feet for irrigation on the Hay Lake Farm and for stockwatering through a complex system of 47 miles of ditches and numerous stockponds that provide stockwater on federal, state and private lands. Additionally, Bar T Bar is entitled to the last one thousand (1,000) acre-feet in storage in Soldier Annex and Tremaine Lakes, meaning that one thousand (1,000) acre-feet will be reserved and stored at the end of each calendar year. This storage arrangement guarantees Bar T Bar the first use of at least one thousand (1,000) acre-feet of water the succeeding year for irrigation, stockponds and stockwatering.

^E 2,500 head of cattle are maintained by Bar T Bar on the ranch. In addition to direct stockwatering, Bar T Bar has a storage right of at least 99.6 acre-feet, representing the total storage capacity for stockponds that are filled with water from the Hay Lake Integrated System. The ponds and their locations are more particularly described in Other Uses Statement of Claimant No. 39-87474.

EXHIBIT 8.2.1.1B

ATTACHED

EXHIBIT 8.2.1.1B
Bar T Bar Ranch, Inc. Abstract

ABSTRACT OF IRRIGATION STORAGE RESERVOIR
Little Colorado River Adjudication

HAY LAKE INTEGRATED SYSTEM		
1.	Name of Facility	Hay Lake Integrated System ^A
2.	Owner of Facility.	Bar T Bar Ranch, Inc. ^B
3.	Landowners.	Bar T Bar Ranch, Inc. (Reservoirs, Places of Use) Crater Ranch LLC (Places of Use) United States Department of Agriculture, Coconino National Forest (Reservoirs per land exchange)
4.	Statement of Claimant No.(s).	39-88743 39-88744 39-88746
5.	Statement of Claimant Name(s).	Bar T Bar Ranch, Inc.
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	36-102358 CWR 1372 (R-253; Permit R-135) (A-536; Permit A-759) CWR 3425 (R-1146; Permit R-758) (A-3162; Permit A-2197) App. R-2785; Permit R-2035 33-36109
8.	Beneficial Use.	Irrigation Stockwatering Stockponds
9.	Priority Date.	December 31, 1877 ^C
10.	Quantity. ^D	Soldier Lake Storage Capacity: 550 acre-feet Soldier Lake Annex Storage Capacity: 1,886 acre-feet Tremaine Lake Storage Capacity: 5,150 acre-feet Long Lake Storage Capacity: 1,550 acre-feet Maximum diversion rate = 200 CFS Continuous fill for all reservoirs

HAY LAKE INTEGRATED SYSTEM	
	<p>Irrigation: 850 AFA (200 acres)</p> <p>Irrigation Season: March 15 to October 15</p> <p>Stockwatering: Reasonable use</p> <p>Stockponds (Cumulative storage capacity; continuous fill): 99.60 acre-feet ^E</p>
11.	<p>Places of Use.</p> <p><u>Location of Soldier Lake:</u> Section 6, Township 16 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona</p> <p><u>Location of Soldier Lake Annex:</u> Section 7, Township 16 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona</p> <p><u>Location of Tremaine Lake:</u> Sections 18, 19 and 20, Township 16 North, Range 11 East, and Sections 13 and 24, Township 16 North, Range 10 East, Gila & Salt River Base and Meridian, Coconino County, Arizona</p> <p><u>Location of Long Lake:</u> Sections 6, 8, and 17, Township 16 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona</p> <p><u>Location of Irrigation Places of Use:</u> Section 32, Township 16 North, Range 11 East, and Section 5, Township 15 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona</p> <p><u>Location of Stockwatering Uses:</u> At the lakes described above, along 47 miles of ditch, and at approximately 31 stockponds filled by the Hay Lake Integrated System on private, state and federal lands in Township 16 North, Range 10 East; Township 16 North, Range 11 East; Township 16 North, Range 12 East; Township 17 North, Range 12 East; Township 17 North, Range 12 ½ East; Township 18 North, Range 12 ½ East; and Township 18 North, Range 13 East,</p>

HAY LAKE INTEGRATED SYSTEM	
	Gila & Salt River Base and Meridian, Coconino County, Arizona
12. Points of Diversion.	<p><u><i>Soldier Lake and Soldier Lake Annex:</i></u> NE ¼ NW ¼ of Section 18, Township 16 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona</p> <p><u><i>Tremaine Lake:</i></u> Near midpoint of eastern section line, Section 19, Township 16 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona</p> <p><u><i>Long Lake:</i></u> During large flood events, water can spill from Soldier Lake Annex into Long Lake (W ½ of Section 6, Township 16 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona) and then into Chavez Pass Ditch (NW1/4 of Section 17, Township 16 North, Range 11 East, Gila & Salt River Base and Meridian, Coconino County, Arizona) for stockwatering.</p>
13. Source of Water.	North & South Forks of Hutch Mountain Draw, Ruth's Draw, Tremaine Draw, Sawmill Wash, all tributaries to Canyon Diablo, and Jacks Canyon, all tributaries of the Little Colorado River

^A The Hay Lake Integrated System includes Hay Lake that has been developed into irrigated pasture including alfalfa, turf (Kentucky Blue Grass), rye, sod, and improved pasture (“the Hay Lake Farm”), and interconnected reservoirs that are used to store and transport water to the Hay Lake Farm and numerous stockwatering locations. The storage system includes Tremaine Lake and Soldier Lake Annex, which store water for irrigation and stockwatering purposes. Soldier Lake is used for temporary storage of high flows. During wet years, Soldier Lake and Soldier Lake Annex are connected and may appear to be one body of water. Long Lake is a natural depression that is filled with overflow from Soldier and Soldier Annex Lakes. The overflow in Long Lake is carried away by the Chavez Pass Ditch for stockwatering.

^B Since 1998, Bar T Bar Ranch, Inc. and the United States Forest Service-Coconino National Forest have been working on a land exchange that involves an exchange of water rights (“the USFS Proposal”). Not all documents for the USFS Proposal, particularly water right filing amendments and transfers, have been completed. This abstract describes the Bar T Bar Ranch, Inc. and Crater Ranch LLC (collectively, “Bar T Bar”) beneficial water uses and facilities and does not address any claims by the United States.

^C The Hay Lake Farm was settled and farmed approximately 30 years before land was opened up to homesteading pursuant to the Forest Homestead Act of 1906. The 1906 Act was enacted to promote cultivation of lands within forest reserves instead of mere ranch headquarters for running livestock. At Hay Lake Farm and its

vicinity, some of the early homesteads predated the forest, with settlers drawn to the area because land could be cultivated. Improvements such as irrigation ditches were made by the original settlers and later expanded and developed by the homesteaders and others who acquired their properties after the 1906 Act.

^D At the beginning of each calendar year, Bar T Bar is entitled to use the first one thousand (1,000) acre-feet for irrigation on the Hay Lake Farm and for stockwatering through a complex system of 47 miles of ditches and numerous stockponds that provide stockwater on federal, state and private lands. Additionally, Bar T Bar is entitled to the last one thousand (1,000) acre-feet in storage in Soldier Annex and Tremaine Lakes, meaning that one thousand (1,000) acre-feet will be reserved and stored at the end of each calendar year. This storage arrangement guarantees Bar T Bar the first use of at least one thousand (1,000) acre-feet of water the succeeding year for irrigation, stockponds and stockwatering.

^E 2,500 head of cattle are maintained by Bar T Bar on the ranch. In addition to direct stockwatering, Bar T Bar has a storage right of at least 99.6 acre-feet, representing the total storage capacity for stockponds that are filled with water from the Hay Lake Integrated System. The ponds and their locations are more particularly described in Other Uses Statement of Claimant No. 39-87474.

EXHIBIT 8.2.1.1C

ATTACHED

EXHIBIT 8.2.1.1C
Flying M Ranch LLLP Abstract

ABSTRACT OF IRRIGATION STORAGE RESERVOIR
Little Colorado River Adjudication

FLYING M RANCH		
1.	Name of Reservoir (Facility)	Kinnikinick Lake and Morton Lake, known as the "Twin Lakes" ^A
2.	Owner of Reservoir.	Flying M Ranch LLLP
3.	Landowner. ^B	<u>Twin Lakes:</u> United States (Coconino National Forest) <u>Beneficial Uses:</u> Flying M Ranch LLLP
4.	Statement of Claimant No.(s).	39-88377 39-88378
5.	Statement of Claimant Name(s).	Flying M Ranch LLLP
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	CWR 1463 36-_____ [number pending]
8.	Beneficial Use.	Irrigation Domestic Stockwatering
9.	Priority Date.	March 26, 1903
10.	Quantity.	<u>Storage Capacity:</u> Kinnikinick Lake: 2,532.00 acre-feet Morton Lake: <u>285.00 acre-feet</u> 2,817.00 acre-feet Continuous fill. Maximum diversion rate: 25 CFS <u>Irrigation:</u> 500 AFA (112.53 acres) Irrigation Season: April 1 to September 30 <u>Domestic:</u> 0.15 AFA <u>Stockwatering (and Stockponds Identified in Endnote C below):</u> Reasonable Use ^C
11.	Places of Use.	<u>Location of the Twin Lakes:</u> Sections 35 and 36, Township 18 North, Range 10 East, Gila & Salt River Base and Meridian,

FLYING M RANCH		
		<p>Coconino County, Arizona</p> <p><i>Location of Places of Use</i> are within what is called “Morton Place” in Sections 33 and 34, Township 18 North, Range 11 East, and Sections 3 and 4, Township 17 North, Range 11 East, all in the Gila & Salt River Base and Meridian, Coconino County, Arizona. Occasional domestic uses and stockwatering occur throughout the Morton Place.^D Specific irrigation use locations include:</p> <ul style="list-style-type: none"> • 20.28 acres in N ½ NW ¼ NW ¼ Section 3, Township 17 North, Range 11 East; • 20.25 acres in E ½ NE ¼ NE ¼ Section 4, Township 17 North, Range 11 East; • 5.00 acres in the S ½ SE ¼ NE ¼ SE ¼ Section 33, Township 18 North, Range 11 East; • 17.00 acres in the E ½ SE ¼ SE ¼ Section 33, Township 18 North, Range 11 East; • 40 acres in the SW ¼ SW ¼ Section 34, Township 18 North, Range 11 East; and • 10 acres in the S ½ NW ¼ SW ¼ Section 34, Township 18 North, Range 11 East.
12.	Points of Diversion.	<p><u>Kinnikinick Ditch</u> – SE ¼ SW ¼ SW ¼ Section 34, Township 18 North, Range 10 East</p> <p><u>Kinnikinick Lake</u> – SE ¼ NE ¼ S3 ¼ Section 35, Township 18 North, Range 10 East</p> <p><u>Morton Canyon</u> – NE ¼ SE ¼ SW ¼ Section 5, Township 17 North, Range 11 East</p> <p>All in the Gila and Salt Base & Meridian, Coconino County, Arizona</p>
13.	Source of Water.	Kinnikinick Canyon and Morton Canyon, tributaries to Grapevine Canyon

^A Kinnikinick Lake originated as a natural depression and was once known as Lake Bourne. The other “Twin Lake” is Morton Lake, which also originated as a natural depression and is immediately east of Kinnikinick Lake. The natural drainage feeding each of the Twin Lakes was improved over the years. Kinnikinick Lake is filled by Kinnikinick Ditch that diverts water from Kinnikinick Canyon, also known as Beasely Draw. Morton Lake was

improved in 1942 so that it could more effectively be filled with the overflow from Kinnikinick Lake. Water stored in Morton Lake is released into Morton Draw. At the confluence of Morton Draw and Kinnikinick Canyon, the water is diverted by ditch to the Morton Place. Several stockponds are filled by the Morton Ditch. These storage and diversion facilities are referred to as “the Twin Lakes Facility” in this abstract.

^a Prior to the forest reservation, the land and the Twin Lakes were owned by the Aztec Land & Cattle Company. Aztec Land & Cattle Company exchanged the property with the federal government on March 26, 1903, which is being used as the priority date in this abstract, although stockwatering took place long before then. The lands in Morton Place that serve as the places of use were also part of the Aztec Land & Cattle Company’s operation and later exchanged with the Forest Service.

^c Per a March 13, 1956, agreement with the State of Arizona concerning improvements made by the State to Kinnikinick Lake, there are a number of recognized stockponds directly fed by the Twin Lakes Facility. They include:

Name of Pond	Water Filing	Priority Date in the CWR	Location	Storage Capacity (AF)
Number 2 Tank Reservoir	CWR 1782	February 11 1950	NE-NE Section 23 and NW-NW Section 24 T18N-R11E	27.820
Reserve Tank Reservoir	CWR 1783	February 11, 1950	SW-SW Section 27 T18N-R11E	6.396
Number 3 Tank Reservoir	CWR 1784	February 11, 1950	NW-NW Section 25 T18N-R11E	8.737
Roosevelt Tank Reservoir	CWR 1785	February 11, 1950	NE-SW Section 16 T18N-R12E	25.239
Easter Tank Reservoir	CWR 1786	February 11, 1950	SE-NW Section 8 T18N-R12E	13.144
Olen Tank Reservoir	CWR 1787	February 11, 1950	SE-SE Section 20 and SW-SW Section 21 T18N-R11E	3.766
Number 1 Tank Reservoir	CWR 1788	February 11, 1950	NW-NW Section 11 T18N-R11E	26.777

There are several other tanks associated with sources to the Twin Lakes Facility that are not directly filled by the Kinnikinick Ditch and the Morton Ditch but recognized in the 1956 Agreement.

^d Stockwatering also occurs at the stockponds identified in the above endnote.

EXHIBIT 8.2.1.1D

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Exhibit 8.2.1.1D

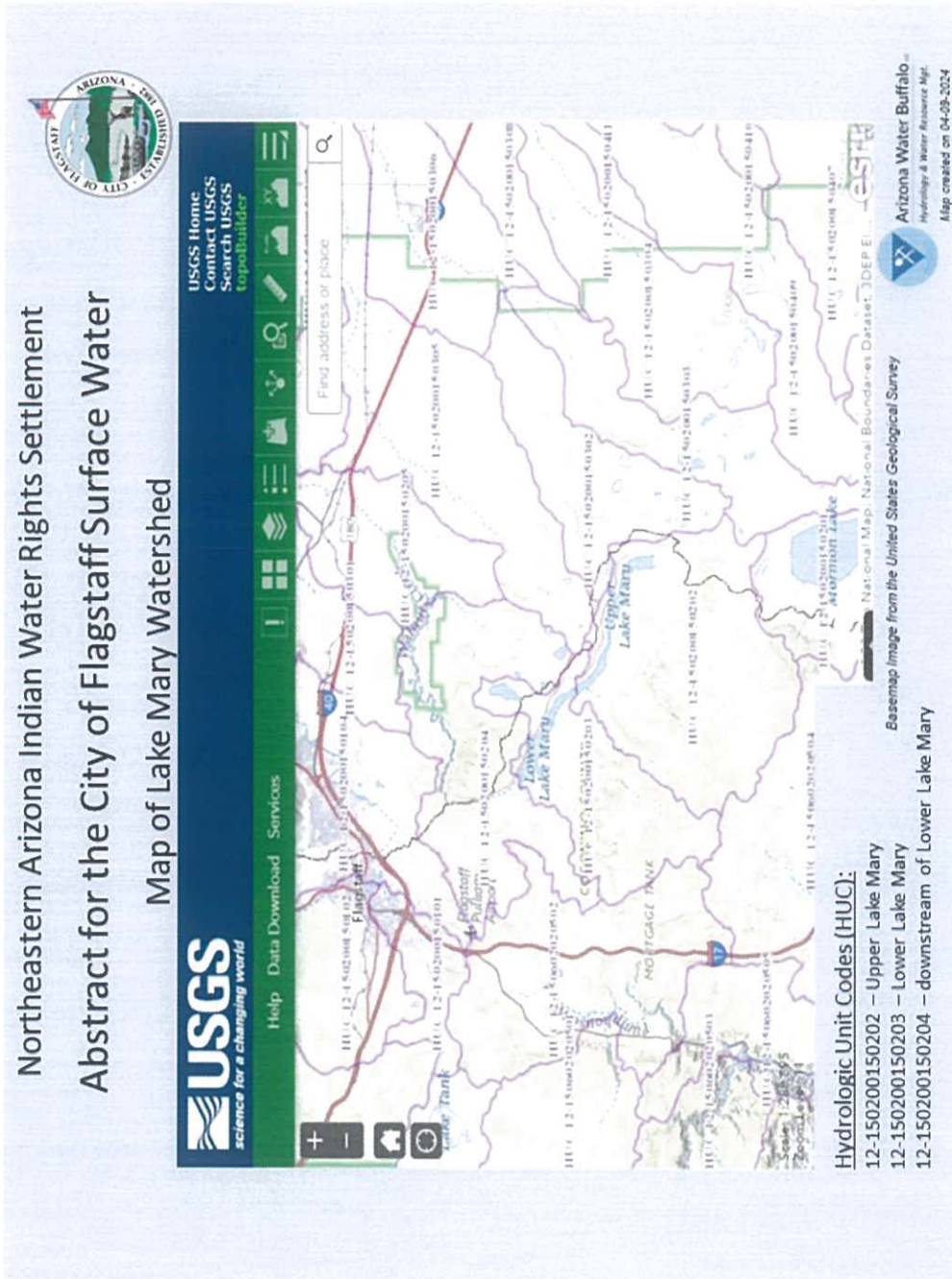
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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Upper & Lower Lake Mary		
1.	Owner	City of Flagstaff
2.	Landowner	U.S. Forest Service
3.	Completion Date	Lower Lake Mary - December 31, 1903 Upper Lake Mary - December 31, 1941
4.	Statement of Claimant No.(s).	39-03-83948; 39-03-83949
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	Pre-1919; State law; CWRs1984 and 3998; 1974 Water Rights Registration Act Registry No. 36-104752; U.S. Forest Service Special Use Permit October 19, 2004
8.	Beneficial Use	Municipal & Industrial; recreation, fish, wildlife
9.	Priority Date	December 31, 1903
10.	Storage Capacity	Lower Lake Mary: 8,617 AF Upper Lake Mary: 16,575 AF
11.	Quantity	Historic use includes combined operation for continuous fill; maximum diversion 10,035 AFY
12.	Places of Use	City of Flagstaff Service Area
13.	Points of Diversion	NE SE 18 T20N R8E (Lower Lake Mary) SW SE 27, T20N, R8E (Upper Lake Mary)
14.	Source of Water	Surface Water – Lake Mary watershed - Walnut Creek
15.	Comments	Combined Storage Right: 25,192 AF; Lower Lake Mary constructed in 1903; Upper Lake Mary constructed in 1941 and enlarged in 1951

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ABSTRACT FOR THE CITY OF FLAGSTAFF STIPULATION / NAIWRS Surface Water



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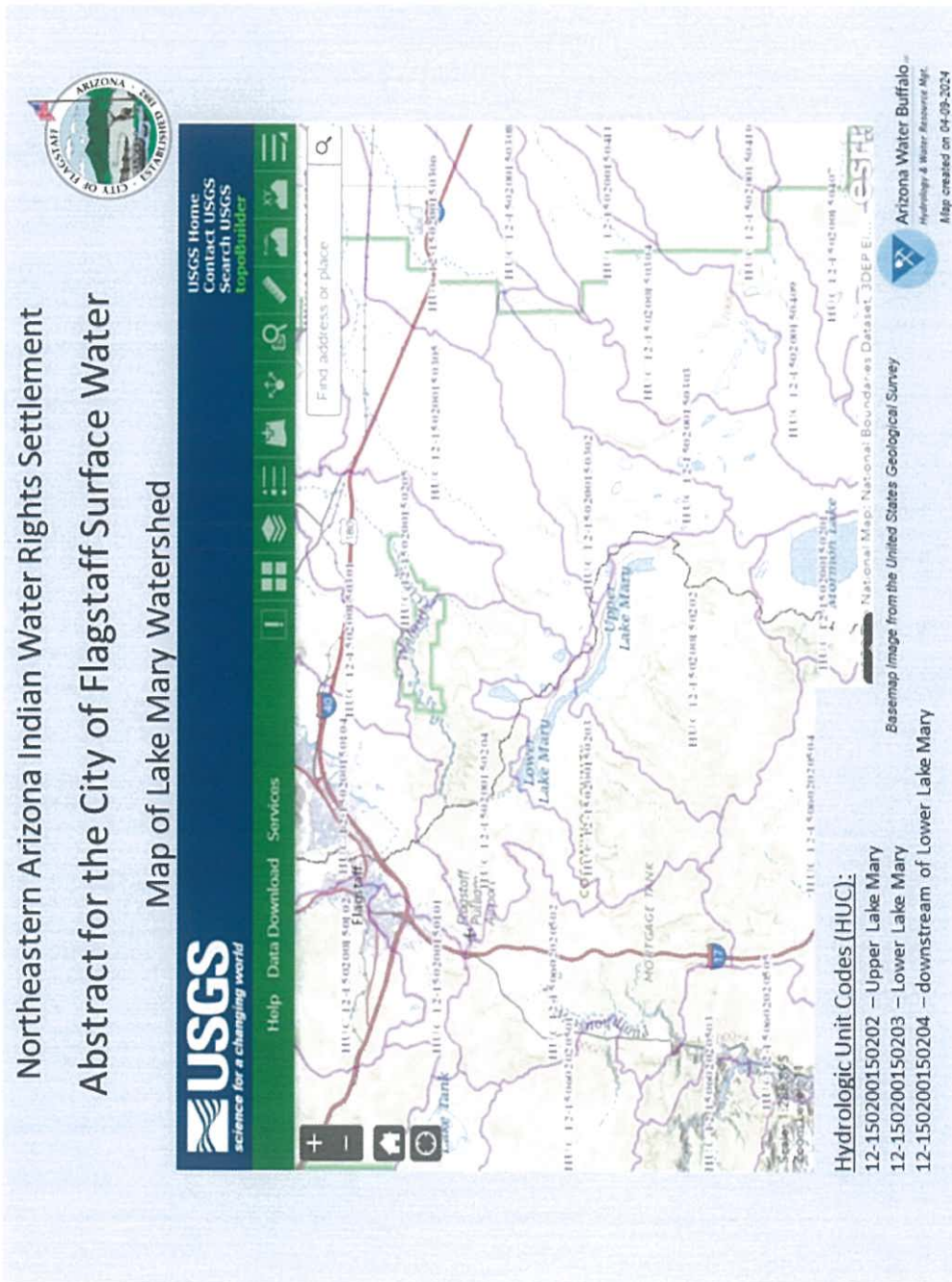
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ABSTRACT FOR THE CITY OF FLAGSTAFF
STIPULATION / NAIWRS
Surface Water

Upper Lake Mary		
1.	Owner	City of Flagstaff
2.	Landowner	U.S. Forest Service
3.	Completion Date	December 31, 1941
4.	Statement of Claimant No.(s).	39-03-83948; 39-03-83949
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	Pre-1919; State law; CWRs 1984 and 3998; 1974 Water Rights Registration Act Registry No. 36-104752; U.S. Forest Service Special Use Permit October 19, 2004
8.	Beneficial Use	Municipal & Industrial; recreational, fish, wildlife
9.	Priority Date	December 31, 1903
10.	Storage Capacity	16,575 AF; continuous fill
11.	Quantity	6,966.3 AFY
12.	Places of Use	City of Flagstaff Service Area
13.	Points of Diversion	SW SE 27 T20N, R8E
14.	Source of Water	Surface Water – Lake Mary watershed - Walnut Creek
15.	Comments	Lower Lake Mary constructed in 1903; Upper Lake Mary constructed in 1941 and enlarged in 1951; Operation of Lower Lake Mary diversions are from Upper Lake Mary

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ABSTRACT FOR THE CITY OF FLAGSTAFF STIPULATION / NAIWRS Surface Water



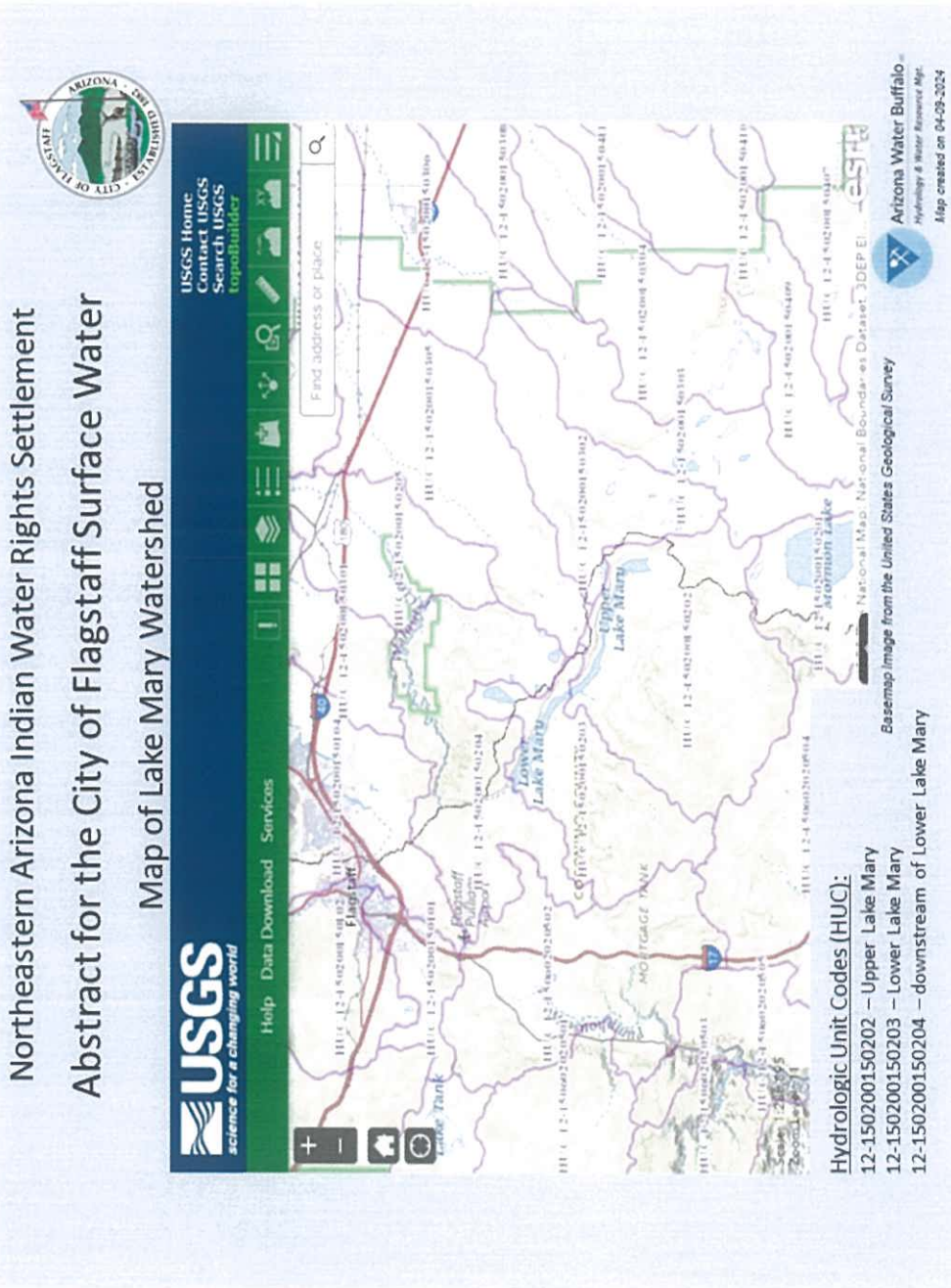
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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Lower Lake Mary		
1.	Owner	City of Flagstaff
2.	Landowner	U.S. Forest Service
3.	Completion Date	December 31, 1903
4.	Statement of Claimant No.(s).	39-03-83948; 39-03-83949
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	Pre-1919; State law; CWRs 1984 and 3998; 1974 Water Rights Registration Act Registry No. 36-104752; Permit Application 33-87178; U.S. Forest Service Special Use Permit October 19, 2004
8.	Beneficial Use	Municipal & Industrial, recreational, fish, wildlife
9.	Priority Date	December 31, 1903
10.	Storage Capacity	8,617 AF; continuous fill
11.	Quantity	3,068.8 AFY
12.	Places of Use	City of Flagstaff Service Area
13.	Points of Diversion	SE 18 T20N, R8E; Upper Lake Mary
14.	Source of Water	Surface Water – Lake Mary watershed - Walnut Creek
15.	Comments	Lower Lake Mary constructed in 1903; Upper Lake Mary constructed in 1941 and enlarged in 1951; Lower Lake Mary diversions are from Upper Lake Mary

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ABSTRACT FOR THE CITY OF FLAGSTAFF STIPULATION / NAIWRS Surface Water



Northeastern Arizona Indian Water Rights Settlement Abstract for the City of Flagstaff Surface Water

Map of Lake Mary Watershed

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Arnold Canyon San Francisco Peaks Spring		
1.	Owner	City of Flagstaff
2.	Landowner	U.S. Forest Service
3.	Priority Date	December 31, 1880
4.	Statement of Claimant No.(s).	39-03-83949
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	Pre-1919; State law; CWR 3922; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	Beneficial Use	Municipal & Industrial
9.	Quantity Flow Rate/Volume	30.69 AFY
10.	Places of Use	City of Flagstaff Service Area
11.	Points of Diversion	NE NW 28 T22N, R7E
12.	Source of Water	Surface Water
13.	Comments	1880 – The year in which the City of Flagstaff's predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed 1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Beard Canyon San Francisco Peaks Spring		
1.	Owner	City of Flagstaff
2.	Landowner	U.S. Forest Service
3.	Priority Date	December 31, 1880
4.	Statement of Claimant No.(s).	39-03-83949
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	Pre-1919; State law; CWR 3923; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	Beneficial Use	Municipal & Industrial
9.	Quantity Flow Rate/Volume	33.45 AFY
10.	Places of Use	City of Flagstaff Service Area
11.	Points of Diversion	NW SW 28 T23N, R7E
12.	Source of Water	Surface Water
13.	Comments	<p>1880 – The year in which the City of Flagstaff's predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed</p> <p>1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply</p>

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Little Bear Paw San Francisco Peaks Spring		
1.	Owner	City of Flagstaff
2.	Landowner	U.S. Forest Service
3.	Priority Date	December 31, 1880
4.	Statement of Claimant No.(s).	39-03-83949
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	Pre-1919; State law; CWR 3924; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	Beneficial Use	Municipal & Industrial
9.	Quantity Flow Rate/Volume	85.01 AFY
10.	Places of Use	City of Flagstaff Service Area
11.	Points of Diversion	SE SW 28 T23N, R7E
12.	Source of Water	Surface Water
13.	Comments	1880 – The year in which the City of Flagstaff’s predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed 1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Dunnam Canyon San Francisco Peaks Spring		
1.	Owner	City of Flagstaff
2.	Landowner	U.S. Forest Service
3.	Priority Date	December 31, 1880
4.	Statement of Claimant No.(s).	39-03-83949
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	Pre-1919; State law; CWR 3925; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	Beneficial Use	Municipal & Industrial
9.	Quantity Flow Rate/Volume	26.39 AFY
10.	Places of Use	City of Flagstaff Service Area
11.	Points of Diversion	SE SE 29 T23N, R7E
12.	Source of Water	Surface Water
13.	Comments	<p>1880 – The year in which the City of Flagstaff’s predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed</p> <p>1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply</p>

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Flagstaff Spring Canyon San Francisco Peaks Spring		
1.	Owner	City of Flagstaff
2.	Landowner	U.S. Forest Service
3.	Priority Date	December 31, 1880
4.	Statement of Claimant No.(s).	39-03-83949
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	Pre-1919; State law; CWR 3926; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	Beneficial Use	Municipal & Industrial
9.	Quantity Flow Rate/Volume	159.58 AFY
10.	Places of Use	City of Flagstaff Service Area
11.	Points of Diversion	NE NE 32 T23N, R7E
12.	Source of Water	Surface Water
13.	Comments	1880 – The year in which the City of Flagstaff's predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed 1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Snowslide Canyon Diversion No. 1 San Francisco Peaks Spring		
1.	Owner	City of Flagstaff
2.	Landowner	U.S. Forest Service
3.	Priority Date	December 31, 1880
4.	Statement of Claimant No.(s).	39-03-83949
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	Pre-1919; State law; CWR 3927; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	Beneficial Use	Municipal & Industrial
9.	Quantity Flow Rate/Volume	12.28 AFY
10.	Places of Use	City of Flagstaff Service Area
11.	Points of Diversion	SE NE 32 T23N, R7E
12.	Source of Water	Surface Water
13.	Comments	1880 – The year in which the City of Flagstaff's predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed 1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply

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**ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water**

Doyle Canyon Diversion No. 3 San Francisco Peaks Spring		
1.	Owner	City of Flagstaff
2.	Landowner	U.S. Forest Service
3.	Priority Date	December 31, 1880
4.	Statement of Claimant No.(s).	39-03-83949
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	Pre-1919; State law; CWR 3928; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	Beneficial Use	Municipal & Industrial
9.	Quantity Flow Rate/Volume	92.07 AFY
10.	Places of Use	City of Flagstaff Service Area
11.	Points of Diversion	SW SE 33 T23N, R7E
12.	Source of Water	Surface Water
13.	Comments	1880 – The year in which the City of Flagstaff’s predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed 1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Snowslide Canyon Diversion No. 2 San Francisco Peaks Spring		
1.	Owner	City of Flagstaff
2.	Landowner	U.S. Forest Service
3.	Priority Date	December 31, 1880
4.	Statement of Claimant No.(s).	39-03-83949
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	Pre-1919; State law; CWR 3929; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	Beneficial Use	Municipal & Industrial
9.	Quantity Flow Rate/Volume	61.38 AFY
10.	Places of Use	City of Flagstaff Service Area
11.	Points of Diversion	NE SE 32 T23N, R7E
12.	Source of Water	Surface Water
13.	Comments	1880 – The year in which the City of Flagstaff's predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed 1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

San Francisco Mountain Area		
1.	Owner	City of Flagstaff
2.	Landowner	U.S. Forest Service
3.	Priority Date	December 31, 1880
4.	Statement of Claimant No.(s).	39-03-83949
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	Pre-1919; State law; CWR 1983; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	Beneficial Use	Municipal & Industrial
9.	Quantity Flow Rate/Volume	1,461.4 AFY
10.	Places of Use	City of Flagstaff Service Area
11.	Points of Diversion	San Francisco Mountain Area includes Hoffman Canyon, Jack Canyon, Snowslide Canyon, Flagstaff Canyon, Little Bear Paw Canyon, Raspberry Canyon, Doyle Canyon, Arnold Canyon, Schultz Fork No. 1 Canyon, Mexican Mine Canyon, Big O'Brien Canyon, Little O'Brien Canyon, South Spruce Canyon, Freidlein Canyon, Freidlein Tank Canyon, Little Friedlein Canyon, Double Freidlein Canyon, East Freidlein Canyon, Powers Draw, Weatherford Canyon, East Weatherford Canyon, South Fork Sheep Dip Canyon, Sheep Dip Canyon, Barrel Canyon, Bear Canyon, Orion Springs, Bear Jaw Canyon, Ree's Canyon, Aubineau Canyon, Schultz Canyon, Brookbank Canyon, O'Hara Spring, Spencer Canyon, Beard Canyon, Dunnam Canyon and Flagstaff Spring Canyon
12.	Source of Water	Surface Water

ABSTRACT FOR THE CITY OF FLAGSTAFF STIPULATION / NAIWRS Surface Water

13.	Comments	<p>1880 – The year in which the City of Flagstaff’s predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed</p> <p>1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Diversion Name</u></th> <th style="text-align: left;"><u>Legal Location (G&SRB&M)</u></th> </tr> </thead> <tbody> <tr><td>Hoffman Canyon</td><td>NESW Sec. 27, T23N, R7E</td></tr> <tr><td>Jack Smith Canyon #1</td><td>NESW Sec. 27, T23N, R7E</td></tr> <tr><td>Jack Smith Canyon #2</td><td>NWSW Sec. 27, T23N, R7E</td></tr> <tr><td>Jack Smith Canyon #3</td><td>SESE Sec. 29, T23N, R7E</td></tr> <tr><td>Little Bear Paw Canyon</td><td>SESW Sec. 28, T23N, R7E</td></tr> <tr><td>Beard Canyon</td><td>SESW Sec. 28, T23N, R7E</td></tr> <tr><td>Flagstaff Canyon #1 & 2</td><td>SESE Sec. 29, T23N, R7E</td></tr> <tr><td>Dunnam Canyon #1</td><td>SESE Sec. 29, T23N, R7E</td></tr> <tr><td>Raspberry Canyon #1</td><td>SWSW Sec. 27, T23N, R7E</td></tr> <tr><td>Raspberry Canyon #2,3 & 4</td><td>SESE Sec. 28, T23N, R7E</td></tr> <tr><td>Doyle Canyon #1 & 2</td><td>NESW Sec. , T23N, R7E</td></tr> <tr><td>Arnold Canyon</td><td>NENW Sec. 28, T22N, R7E</td></tr> <tr><td>Schultz Fork #1</td><td>SESW Sec. 21, T22N, R7E</td></tr> <tr><td>Mexican Mine Canyon</td><td>SESW Sec. 21, T22N, R7E</td></tr> <tr><td>Big O'Brien Canyon</td><td>NWSW Sec. 22, T22N, R7E</td></tr> <tr><td>Little O'Brien Canyon</td><td>NWSW Sec. 22, T22N, R7E</td></tr> <tr><td>South Spruce Canyon</td><td>NENW Sec. 22, T22N, R7E</td></tr> <tr><td>Freidlein Canyon</td><td>SWSE Sec. 7, T22N, R7E</td></tr> <tr><td>Freidlein Tank Canyon</td><td>NWNE Sec. 18, T22N, R7E</td></tr> </tbody> </table>	<u>Diversion Name</u>	<u>Legal Location (G&SRB&M)</u>	Hoffman Canyon	NESW Sec. 27, T23N, R7E	Jack Smith Canyon #1	NESW Sec. 27, T23N, R7E	Jack Smith Canyon #2	NWSW Sec. 27, T23N, R7E	Jack Smith Canyon #3	SESE Sec. 29, T23N, R7E	Little Bear Paw Canyon	SESW Sec. 28, T23N, R7E	Beard Canyon	SESW Sec. 28, T23N, R7E	Flagstaff Canyon #1 & 2	SESE Sec. 29, T23N, R7E	Dunnam Canyon #1	SESE Sec. 29, T23N, R7E	Raspberry Canyon #1	SWSW Sec. 27, T23N, R7E	Raspberry Canyon #2,3 & 4	SESE Sec. 28, T23N, R7E	Doyle Canyon #1 & 2	NESW Sec. , T23N, R7E	Arnold Canyon	NENW Sec. 28, T22N, R7E	Schultz Fork #1	SESW Sec. 21, T22N, R7E	Mexican Mine Canyon	SESW Sec. 21, T22N, R7E	Big O'Brien Canyon	NWSW Sec. 22, T22N, R7E	Little O'Brien Canyon	NWSW Sec. 22, T22N, R7E	South Spruce Canyon	NENW Sec. 22, T22N, R7E	Freidlein Canyon	SWSE Sec. 7, T22N, R7E	Freidlein Tank Canyon	NWNE Sec. 18, T22N, R7E
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Freidlein Tank Canyon	NWNE Sec. 18, T22N, R7E																																									

ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

	Little Freidlein Canyon	NENE Sec. 18, T22N, R7E
	Double Freidlein Canyon	NENE Sec. 18, T22N, R7E
	East Freidlein Canyon	SWNW Sec. 17, T22N, R7E
	Powers Draw	SWNW Sec. 14, T22N, R7E
	Weatherford Canyon	NWNW Sec. 14, T22N, R7E
	East Weatherford Canyon	NWNW Sec. 14, T22N, R7E
	South Fork Sheep Dip Canyon	SENE Sec. 2, T22N, R7E
	Sheep Dip Canyon	NENE Sec. 2, T22N, R7E
	Barrel Canyon	NWSE Sec. 35, T23N, R7E
	Bear Canyon	SESW Sec. 26, T23N, R7E
	Orion Springs	SWNE Sec. 15, T22N, R7E
	Bear Paw Canyon	NENE Sec. 21, T23N, R7E
	Ree's Canyon	SWNW Sec. 21, T23N, R7E
	Aubineau Canyon #1,2 & 3	NWNE Sec. 29, T23N, R7E
	Aubineau Canyon #4	SWNE Sec. 29, T23N, R7E
	Aubineau Canyon #5	SWSE Sec. 20, T23N, R7E
	Schultz Canyon #1	NESW Sec. 33, T22N, R7E
	Schultz Canyon #2	NWNE Sec. 28, T22N, R7E
	Schultz Canyon #3	NENE Sec. 22, T22N, R7E
	Schultz Canyon #4	SWSE Sec. 15, T22N, R7E
	Brookbank Canyon	NWNE Sec. 22, T22N, R7E
	O'Hara Spring	SWNE Sec. 15, T22N, R7E
	Spencer Canyon	NESW Sec. 20, T23N, R7E
	Little Bear Paw Canyon	SESW Sec. 28, T23N, R7E

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Pezzonico		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	August 31, 1954
4.	Statement of Claimant No.(s).	39-03-80002
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1977 Stockpond Reg. Act Claim No. 22612
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	1 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	NE SW NE 01 T20N R12E
12.	Source of Water	Surface Water - Atchison Wash
13.	Comments	Stockpond 100-foot maximum length, Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
STIPULATION / NAIWRS
Surface Water

Frye		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	August 31, 1954
4.	Statement of Claimant No.(s).	39-03-80003
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1977 Stockpond Registration Act Claim No. 22611
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	1.25 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	NE NW 01 T20N R12.5E
12.	Source of Water	Surface Water - Atchison Wash
13.	Comments	Stockpond; 5-foot-high dam; 125 foot maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Armijo Dam		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	December 31, 1910
4.	Statement of Claimant No.(s).	39-03-80004
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1974 Water Rights Registration Act Registry No. 36-22624
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	4 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	SW NE SE 01 T20N R12.5E
12.	Source of Water	Surface Water - Topeka Wash
13.	Comments	Stockpond; 10-foot-high dam; 225 ft maximum length; Book 2 Page 489 County Records; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
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 Surface Water

Double Tanks		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	Prior to December 31, 1954
4.	Statement of Claimant No.(s).	39-03-80006
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1977 Stockponds Reg. Act Claim No. 22613
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	10 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	SE NE 15 T20N R13E
12.	Source of Water	Surface Water - Cow Canyon Wash
13.	Comments	Stockpond; Double Tanks Stockpond (two tanks together 10 ft each); 12-foot-high; maximum length 300 feet; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Melbourne Tank		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	October 31, 1910
4.	Statement of Claimant No.(s).	39-03-80007
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1974 Water Rights Registration Act Registry No. 36-22623
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	4 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	NE SE T17 20N R13E
12.	Source of Water	Surface Water - Melbourne Wash
13.	Comments	Stockpond; 10 ft. high; 200 ft. maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

King Folly		
1.	Owner	City of Flagstaff
2.	Landowner	Arizona State Land Department
3.	Priority Date	August 31, 1954
4.	Statement of Claimant No.(s).	39-03-80008
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1977 Stockpond Reg. Act Claim No. 22610
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	1 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	NE NE 18, 20N, 13E
12.	Source of Water	Surface Water - Lower Sunshine Wash
13.	Comments	Stockpond; height 4 ft; 100 ft maximum length: Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Sunshine Dam		
1.	Owner	City of Flagstaff
2.	Landowner	Arizona State Land Department
3.	Priority Date	February 28, 1912
4.	Statement of Claimant No.(s).	39-03-80009
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1977 Stockpond Reg. Act Claim No. 22625
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	10 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	NE NW 18 T20N, R13E
12.	Source of Water	Surface Water – Sunshine Wash
13.	Comments	Stockpond; 16 ft high; 55 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

SOS Tank		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	August 31, 1954
4.	Statement of Claimant No.(s).	39-03-80010
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1977 Stockpond Reg. Act Claim No. 22609
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	0.75 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	NE SW 19 T20N R13E
12.	Source of Water	Surface Water - Lower Sunshine Wash
13.	Comments	Stockpond; SOS Tank; height 3 ft; 75 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Opchurch/Homestead Tank		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	Pre-1919
4.	Statement of Claimant No.(s).	39-03-80011
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1977 Stockpond Reg. Act Claim No. 36-22622
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	12 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	SE SE 21 T20N R13E
12.	Source of Water	Surface Water - Beacon Wash
13.	Comments	Stockpond; 16 ft height 450 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
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 Surface Water

Ambrosia Dam		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	December 31, 1910
4.	Statement of Claimant No.(s).	39-03-80012
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1977 Stockpond Reg. Act Claim No. 22619
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	40 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	SE NE 23 T20N R13E
12.	Source of Water	Surface Water - Dennison Wash
13.	Comments	Stockpond; 4 ft high; 600 ft maximum length; Book 2 Page 487-88 Coconino County; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
STIPULATION / NAIWRS
Surface Water

Sixty Six		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	December 31, 1937
4.	Statement of Claimant No.(s).	39-03-80013
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1977 Stockpond Reg. Act Claim No. 22618
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	1 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	SE SE 28 T20N R13E
12.	Source of Water	Surface Water - Beacon Wash
13.	Comments	Stockpond; 8 ft high' 100 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
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 Surface Water

Denny Tank		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	December 31, 1960
4.	Statement of Claimant No.(s).	39-03-80014
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1977 Stockpond Reg. Act Claim No. 22616
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	0.5 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	SW NE 34 T20N R13E
12.	Source of Water	Surface Water - Beacon Wash
13.	Comments	Stockpond; Beacon Wash; 2 ft high; 50 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Tamarack Tank		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	December 31, 1960
4.	Statement of Claimant No.(s).	39-03-80015
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1977 Stockpond Reg. Act Claim No. 22617
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	0.5 AF
10.	Places of Use	City of Flagstaff
11.	Points of Diversion	SW NW 36 T20N R13E
12.	Source of Water	Surface Water - Dennison Wash
13.	Comments	Stockpond; 2 ft high; 75 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
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 Surface Water

Corner Tank		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	Prior to December 31, 1954
4.	Statement of Claimant No.(s).	39-03-80016
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1977 Stockpond Reg. Act Claim No. 22605
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	4 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	NE NE 4 T20N R14E
12.	Source of Water	Surface Water - Tucker Mesa Wash
13.	Comments	Stockpond; 12 feet high; 150 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
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Red Gap Tank		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	Pre-1919
4.	Statement of Claimant No.(s).	39-03-80017
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1974 Water Rights Registration Act Registry No. 36-22621
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	1 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	NE SW 07 T20N R14E
12.	Source of Water	Surface Water – unnamed draw
13.	Comments	Stockpond; 4 ft height; 100 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
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 Surface Water

Duce Tank		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	Prior to December 31, 1954
4.	Statement of Claimant No.(s).	39-03-80019
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1977 Stockpond Reg. Act Claim No. 22608
8.	Beneficial Use	Stockwater
10.	Quantity Flow Rate/Volume	4 AF
11.	Places of Use	Point of Delivery
12.	Points of Diversion	NE NE 19 T20N R14E
13.	Source of Water	Surface Water - Limestone Wash
14.	Comments	Stockpond; 10 ft high; 200 ft maximum length

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Tom's Well Tank		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	Pre-1919
4.	Statement of Claimant No.(s).	39-03-80020
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1974 Water Rights Registration Act Registry No. 36-22620
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	2 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	SE SW 29 T20N R14E
12.	Source of Water	Surface Water - Tom's Canyon Wash
13.	Comments	Stockpond; 4 ft high; 150 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Limestone Wash		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	December 31, 1960
4.	Statement of Claimant No.(s).	39-03-80022
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1977 Stockpond Reg. Act Claim No. 22607
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	12 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	SE SW 31 T20N R14E
12.	Source of Water	Surface Water - Limestone Wash
13.	Comments	Stockpond; 6 feet high; 175 feet maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
STIPULATION / NAIWRS
Surface Water

High Drye		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	December 31, 1960
4.	Statement of Claimant No.(s).	39-03-80023
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1977 Stockpond Reg. Act Claim No. 22606
8.	Beneficial Use	Stock
10.	Quantity Flow Rate/Volume	6 AF
11.	Places of Use	Point of Delivery
12.	Points of Diversion	SW SW 33 T20N R14E
13.	Source of Water	Surface Water - Tom's Canyon Wash
14.	Comments	Stockpond; 4 ft high; 150 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Cheshire Estates – Rio de Flag		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	October 31, 1952
4.	Statement of Claimant No.(s).	CWR 2789
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	CWR 2789
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	6.55 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	NE SE NE 5 T21N R7E
12.	Source of Water	Surface Water – Rio de Flag
13.	Comments	Stockwater; Height 15 ft; 130 ft length on top; length on bottom 50 ft; Permit No R-775 Application No. R-1181; 6.55 AF storage

CONFIDENTIAL RULE 408

SETTLEMENT DRAFT

Submitted for settlement purposes only.

ABSTRACT FOR THE CITY OF FLAGSTAFF
STIPULATION / NAIWRS
Surface Water

Tank No. 7		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	December 27, 1882
4.	Statement of Claimant No.(s).	39-86721
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1974 Water Rights Registration Act - Registry No. 36-21799
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	0.50 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	SW SW 8 T21N R7E
12.	Source of Water	Surface Water-unnamed draw
13.	Comments	Stockpond; Construction-September 1983; Height 5 ft; Maximum length 123 ft; Maximum width 66 ft

CONFIDENTIAL RULE 408

SETTLEMENT DRAFT

Submitted for settlement purposes only.

ABSTRACT FOR THE CITY OF FLAGSTAFF
STIPULATION / NAIWRS
Surface Water

Lang Tank		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	Prior to December 31, 1884
4.	Statement of Claimant No.(s).	39-86725
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1974 Water Rights Registration Act – Registry No. 36-21799
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	3.7 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	NW SE 12 T21N R6E
12.	Source of Water	Surface Water – Lang Wash
13.	Comments	Stockpond; Construction-December 1951; Maximum height 11.3 ft; Maximum length 240 ft; Maximum width 180 ft

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Lower Lang Tank		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	Prior to December 31, 1884
4.	Statement of Claimant No.(s).	39-86726
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1974 Water Rights Registration Act-Registry Nos. 36-21799; 38-21798
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	1.10 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	SE SW 12 T21N R6E
12.	Source of Water	Surface Water – Lang Wash
13.	Comments	Stockpond; Construction-1951; Maximum height 7.5 ft; Maximum length 126 ft; Maximum width 104 feet

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ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Tank No. 2		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	December 27, 1882
4.	Statement of Claimant No.(s).	39-86727
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1974 Water Rights Registry Act Registry No. 36-21799; CWR 33-89549
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	0.32 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	SE SE 12 T21N R6E
12.	Source of Water	Surface Water - Lang Draw
13.	Comments	Stockpond; Construction-September 1983; Maximum height 3.6 ft; Maximum length 84 ft; Maximum width 69 ft

CONFIDENTIAL RULE 408
 SETTLEMENT DRAFT
 Submitted for settlement purposes only.

ABSTRACT FOR THE CITY OF FLAGSTAFF
 STIPULATION / NAIWRS
 Surface Water

Dollar Mark Tank		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	Prior to December 31, 1884
4.	Statement of Claimant No.(s).	39-86732
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1974 Water Rights Registration Act Registry No. 36-21799
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	0.05 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	NW NE 6 T21N R7E
12.	Source of Water	Surface Water – unnamed draw to Rio de Flag
13.	Comments	Stockpond; Construction June 1952; Maximum height 5 ft; Maximum length 198 ft; Maximum width 114 ft

CONFIDENTIAL RULE 408

SETTLEMENT DRAFT

Submitted for settlement purposes only.

ABSTRACT FOR THE CITY OF FLAGSTAFF
STIPULATION / NAIWRS
Surface Water

Lowell Tank		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	Prior to December 31, 1884
4.	Statement of Claimant No.(s).	39-86733
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1974 Water Rights Registration Act Registry No. 36-21799
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	0.20 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	NW SE NE 18 T21N R7E
12.	Source of Water	Surface Water-unnamed draw to Lowell Wash
13.	Comments	Stockpond; Construction December 1951; Maximum height 4.3 ft; Maximum length 132 ft; Maximum width 75 ft

CONFIDENTIAL RULE 408

SETTLEMENT DRAFT

Submitted for settlement purposes only.

ABSTRACT FOR THE CITY OF FLAGSTAFF
STIPULATION / NAIWRS
Surface Water

Tunnel Spring Tank		
1.	Owner	City of Flagstaff
2.	Landowner	City of Flagstaff
3.	Priority Date	Prior to December 31, 1884
4.	Statement of Claimant No.(s).	39-86735
5.	Statement of Claimant Names	City of Flagstaff
6.	Lessee or Permittee	n/a
7.	Basis of Right	1974 Water Rights Registration Act Registry No. 36-21799
8.	Beneficial Use	Stock
9.	Quantity Flow Rate/Volume	0.50 AF
10.	Places of Use	Point of Delivery
11.	Points of Diversion	SE SE SE 18 T21N R7E
12.	Source of Water	Surface Water-unnamed draw to Sante Fe Wash
13.	Comments	Stockpond; Construction 1951; Maximum height 6.5 ft; Maximum length 165 ft; Maximum width 57 ft

EXHIBIT 8.2.1.1E

ATTACHED

EXHIBIT 8.2.1.1E
Grover's Hill Irrigation District Abstract

ABSTRACT OF IRRIGATION STORAGE RESERVOIR
Little Colorado River Adjudication

GROVER'S HILL IRRIGATION DISTRICT		
1.	Name of Reservoirs (Facility)	Lyman Lake (aka Lyman Reservoir) System ^A
2.	Owner of Reservoir.	Grover's Hill Irrigation District
3.	Landowner.	Grover's Hill Irrigation District
4.	Statement of Claimant No.(s).	39-89196 39-95385
5.	Statement of Claimant Name(s).	Grover's Hill Irrigation District
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	Norviel Decree
8.	Beneficial Use.	Irrigation Rec/Fish/Wildlife
9.	Priority Date.	Multiple per the Norviel Decree (1894 -1908) ^B
10.	Quantity.	Storage Capacity of Lyman Lake: 32,694 acre-feet ^{C D} Maximum diversion rate = 74.0 CFS Irrigation: 15,000 AFA (approximately 2,100 acres) ^E Irrigation Season: March 1 to October 31
11.	Places of Use.	Location of Lyman Lake Storage Reservoir: Section 9, Township 11 North, Range 28 East, Gila & Salt River Base and Meridian, Apache County, Arizona <i>See Item 12 for the locations of the upstream reservoirs that serve as points of diversion and storage facilities in the Lyman Lake System.</i> Approximately 2,100 irrigated acres, all in the Gila & Salt River Base and Meridian, Apache County, Arizona: <ul style="list-style-type: none"> • Section 5, Township 11 North, Range 28 East • Section 3, Township 12 North, Range 27 East • Sections 1, 5, 7, 8, 9, 17, 18, 19, 29 and 30, Township 12 North, Range 28 East • Sections 1, 3, 4, 9, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 33, 34 and 35, Township 13 North, Range 27 East

GROVER'S HILL IRRIGATION DISTRICT		
		<ul style="list-style-type: none"> • Sections 5, 6, 7, 8, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32 and 33, Township 13 North, Range 28 East • Sections 26, 27, 33 and 35, Township 14 North, Range 27 East
12.	Points of Diversion.	<p>Lyman Dam: Section 9, Township 11 North, Range 28 East</p> <p>Colter Reservoir: Section 3, Township 6 North, Range 27 East</p> <p>Mexican Hay Lake: Sections 1 and 2, Township 8 North, Range 28 East</p> <p>Pool Corral Reservoir: Sections 29 and 30, Township 7 North, Range 28 East</p> <p>Hog Wallow Reservoir: Sections 19 and 30, Township 7 North, Range 28 East</p>
13.	Source of Water.	Little Colorado River

^A The Lyman Lake System includes Lyman Lake (aka Lyman Reservoir) and a number of upstream reservoirs, all as described in the Norviel Decree. The Norviel Decree refers to the Final Decree dated April 29, 1918, issued and enforced by the Apache County Superior Court in Case No. CV 569 styled St. Johns Irrigation Company, et al, v. Round Valley Water Storage & Ditch Company, Eagar Irrigation Company, et al, as modified and amended. Grover's Hill Irrigation District holds the following Norviel Decree rights:

- 1921 L1.01 – Lyman Lake and irrigated acreage.
- 1923 R24.02 – Colter Reservoir (aka River No. 1) (724.20 AF storage capacity).
- 1923 R25.02 – Mexican Hay Lake (aka Hay Lake 2) (821.35 AF storage capacity).
- 1923 R26.02 – Pool Corral Reservoir (992.97 AF storage capacity).
- 1923 R27.02 – Hog Wallow Reservoir (1,000.00 AF storage capacity).

The four small reservoirs (R24-R27) store and then release water into Lyman Lake, and for purposes of this abstract, are considered to be points of diversion for Lyman Lake. Water stored and released from Lyman Lake is primarily used for irrigation by the Grover's Hill Irrigation District landowner members.

^B The storage rights of Lyman Reservoir incorporate the Fifth Right under the Norviel Decree for First Salado Reservoir (1894, 1,300 AF) and the Seventh Right under the Norviel Decree for Big Salado Reservoir (1898, 17,260 AF) conveyed by St. Johns Irrigation and Ditch Company to Lyman Water Company on September 3, 1918. The storage rights of Lyman Reservoir also include a waiver for 9,532 AF with a priority date of October 25, 1897 from the Udall Reservoir Company. The 1894 storage appropriation of 900 AF was quit-claimed from the Meadows Reservoir Irrigation Company to the Udall Reservoir Company prior to the waiver given to Lyman Water Company as described above. Additionally, Colter Reservoir, Mexican Hay Lake, Pool Corral Reservoir and Hog Wallow Reservoir are each recognized in the Norviel Decree to have 1908 priority dates.

^c 4,500 acre-feet is dead storage. 28,464 acre-feet is active capacity (Norviel Decree).

^d Lyman Lake has the right to seasonal fill, subject to the provisions of the Order of the Apache County Superior Court issued August 18, 2006, in the Norviel Decree, approving the Water Rights Entitlement and Perpetual Delivery Agreement entered into between Lyman Water Company (predecessor to Grover's Hill Irrigation District), the Zuni Tribe, and the United States of America in its capacity as trustee for the Zuni Indian Tribe. About a decade later, on or about July 25, 2016, Grover's Hill Irrigation District and the Salt River Project Agricultural Improvement and Power District ("SRP") entered into a Water Right, Annual Entitlement and Delivery Agreement, pursuant to which the Apache County Superior Court approved the severance and transfer of 30% of Lyman Reservoir water to SRP. SRP changed the irrigation use to fish and wildlife in the Salado Springs area. As a result, the District's original claim of 2,500 irrigated acres is now approximately 2,100 irrigated acres.

^e The 15,000 AFA claim represents the combined maximum irrigation use from Claimant's wells and reservoir system. The irrigation wells include:

- 55-553974 – Non-exempt irrigation well
Pump capacity = 1,800 GPM; Depth = 700 feet
SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 29,
Township 13 North, Range 28 East, Apache County
- 55-218823 – Non-exempt irrigation well
Pump capacity = 1,000 GPM; Depth = 650 feet
SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7,
Township 12 North, Range 28 East, Apache County
- 55-810473 - Non-exempt irrigation well
Pump capacity = 1,000 GPM; Depth = 324.20 feet
SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9,
Township 11 North, Range 28 East, Apache County

EXHIBIT 8.2.1.1F

ATTACHED

Exhibit 8.2.1.1F
ABSTRACT OF STORAGE RESERVOIR
Little Colorado River Adjudication

1. Name of Reservoir (Facility):	C.C. Cragin Dam and Reservoir ^A
2. Owner of Reservoir:	United States of America ^B
3. Landowner:	United States of America ^C
4. Statement of Claimant No.(s):	39-84543
5. Statement of Claimant Name(s):	Salt River Project
6. Lessee or Permittee:	N/A
7. Basis of Right:	CWR 3696.002 ^D
8. Beneficial Use:	Municipal, Irrigation, Stockwater, Recreation/Fish/Wildlife, Power and Mining Purposes
9. Priority Date:	April 11, 1957
10. Quantity:	Storage Capacity: 15,000 acre-feet ^E Historical use includes operation for continuous fill Maximum Diversion: 11,000 acre-feet average per annum Maximum Diversion Rate: 33 cfs
11. Places of Use:	Coconino, Gila and Yavapai Counties, and in Maricopa County on lands that have decreed or contractual rights within the Salt River Reservoir District (SRRD), see attached SRRD map.
12. Point of Diversion:^F	C.C. Cragin Dam is located within the NE ¼ SE ¼ Section 33, Township 14N, Range 11E, Gila & Salt River Base and Meridian, Coconino County, Arizona. Water is diverted from C.C. Cragin Reservoir ^G through a tunnel beginning within the NW ¼ SW ¼ Section 33, Township 14N, Range 11E and extending to a pump station within the NE ¼ NW ¼ Section 5, Township 13N, Range 11E.
13. Source of Water:	East Clear Creek

^A C.C. Cragin Dam and Reservoir were formerly known as Blue Ridge Dam and Reservoir. The dam, spillway, reservoir pool, pipelines, buildings hydroelectric generating facilities, priming tanks, transmission lines, communication lines, pumps, machinery, structures, and other improvements are collectively called the Cragin Project.

^B The Cragin Project land and facilities are owned by the United States of America and the Salt River Project is responsible for the care, operation, and maintenance of the project pursuant to an agreement between the United States of America and the Salt River Valley Water Users' Association dated September 6, 1917.

^C Title to lands under the Cragin Project are held by the United States of America. Lands for the Cragin Project were withdrawn from public entry pursuant to P.L. 112-45 (November 7, 2011).

^D Original Certificate of Water Right (CWR) 3696 was issued to Phelps Dodge Corporation. The CWR has been subsequently severed and transferred with revised certificates issued as follows:

1. Salt River Project: CWR 3696.0002 (Application Nos. A-3906.0003, R-1457.0003).
2. Town of Payson: CWR 3696.0003 (Application No. A-3906.0004, R-1457.0004).

There is an approved application by Payson Water Company – Mesa del Caballo subdivision to partially sever and transfer water rights from Salt River Project to Payson Water Company for use within their water service area. A revised certificate has not yet been issued to that effect. The pending CWR and Application Nos. are as follows:

1. Payson Water Company: CWR 3696.0004 (Application No. A-3906.0005, R-1457.0005).
2. Salt River Project: CWR 3696.0005 (Application Nos. A-3906.0006 and R-1457.0006)

There are pending applications by Bonita Creek Water Company and Cowan Ranch Homeowners' Association to partially sever and transfer water rights from Salt River Project to each entity for use within their respective water service areas. These applications are currently being reviewed by ADWR.

^E The amount of water diverted to the East Verde River for beneficial use is limited to an average of 11,000 acre-feet per year. Current allocations by CWR are as follows:

1. Salt River Project revised CWR 3696.0002: Right to use 11,000 acre-feet average per year less the amount delivered to the Town of Payson pursuant to revised CWR 3696.0003.
2. Town of Payson revised CWR 3696.0003: Right to use 3,000 acer-feet average per year, not to exceed 3,500 acre-feet per year within the Town's water service area.
3. Payson Water Company pending CWR 3696.0004 will provide a right to use an amount not to exceed 52 acre-feet per year for municipal uses within Mesa del Caballo's water service area.

^F Description of Diversion Works: The water diversion and transmission system begins from an 8-foot x 8-foot intake structure at elevation 6,624 feet in the reservoir, which diverts water into a 4,427 foot long, 6-foot diameter tunnel bored into bedrock and leads to a vertical pump shaft below a booster station. A pumping plant is used to lift the water from the tunnel to a 2-million-gallon priming reservoir at elevation 7,265 feet via 5.3 miles of 33-inch diameter steel-reinforced concrete cylinder pipe. Four hydro- pneumatic surge vessels provide surge protection. The water drains from the priming reservoir via gravity, south over the Mogollon Rim, to the East Verde River at elevation 5,788 feet via 4.7 miles of 24-, 30-, and 33-inch steel reinforced concrete cylinder pipe. Water is initially diverted by C. C. Cragin Dam, the pumping plant and piped transmission system. Once the water enters the Verde River system, water is transmitted in the East Verde River to the Verde River and then to the Salt River where it is then diverted by gravity flow into the Arizona Canal and South Canal by means of the Granite Reef Diversion Dam located in the SW NE and the NW SE Section 13; T2N, R6E as shown in the map included with this attachment.

^G Location of Water Storage: The waters of East Clear Creek are stored in C.C. Cragin Reservoir, which has an authorized storage volume of 15,000 acre-feet. The reservoir occupies portions of Sections 31-34, Township 14N, Range 11E; Section 36, Township 14N, Range 10E; and Sections 4-6 and 8, Township 13N, Range 11E. After Diversion from C.C. Cragin Reservoir into the Verde River Watershed, water is stored in reservoirs along the Verde River created by Horseshoe and Bartlett Dams. Horseshoe Dam is located in the N ½ Section 2, Township 7N, Range 6E with the storage reservoir occupying portions of Sections 3, 10, 15, 16, 21, 22, 26-28, and 33-35, Township 8N, Range 6E and Sections 1-4, Township 7N, Range 6E, Yavapai and Maricopa Counties. Bartlett Dam is located in the SE ¼ Section 33, Township 7N, Range 7E, Sections 3-5, 9-11, 13-15, 21-23,26-28, 33, and 34, Township 6N, R7E, and Sections 3 and 4, Township 5N, Range 7E, Maricopa County.

EXHIBIT 8.2.1.1G

ATTACHED

EXHIBIT 8.2.1.1G
City of Show Low Abstract

ABSTRACT OF IRRIGATION STORAGE RESERVOIR
Little Colorado River Adjudication

SHOW LOW LAKE		
1.	Name of Reservoir.	Show Low Lake
2.	Owner of Reservoir. ^A	City of Show Low, Arizona Show Low/Pinetop-Woodland Irrigation Company
3.	Landowner. ^B	City of Show Low, Arizona
4.	Statement of Claimant No.(s).	39-[Pending]
5.	Statement of Claimant Name(s).	City of Show Low, Arizona Show Low/Pinetop-Woodland Irrigation Company
6.	Lessee or Permittee.	None.
7.	Basis of Right. ^C	[Pending] - 33-096807 (Joint) [Pending] - 33-096808 (Irrigation Company) [Pending] - 33-096809 (City)
8.	Beneficial Use. ^D	Storage Irrigation Stockwatering Municipal
9.	Priority Date. ^E	Storage: June 29, 2005 Irrigation & Stockwatering: December 31, 1874 Municipal: June 29, 2005
10.	Quantity. ^F	Storage Capacity: 6,176 acre-feet Continuous fill Maximum diversion rate = 20 CFS Irrigation: 2,860.00 AFA (650 acres) Irrigation Season: March 15 – November 1 Stockwatering: 13.44 AFA Municipal: 10,000 AFA
11.	Places of Use.	<u>Location of Storage Facility:</u> Sections 10 and 15, Township 9 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona <u>Location of irrigated acreage (and affiliated stockwatering),</u> all in the Gila & Salt River Base and Meridian, Navajo County, Arizona and downstream of Show Low Lake:

SHOW LOW LAKE		
		<p>Sections 4, 5, 8 and 9, Township 9 North, Range 22 East</p> <p>Sections 7, 17, 18, 20, 21, 28, 29 and 33, Township 10 North, Range 22 East</p> <p>Sections 12 and 13, Township 10 North, Range 21 East</p> <p><i>Location of municipal uses</i> within or near the corporate boundaries of the City, all in the Gila & Salt River Base and Meridian, Navajo County, Arizona (and expected to grow as population continues to increase):</p> <p>Sections 10, 11, 12, 13, 14, 15, 23, 24, 25, 26, Township 10 North, Range 21 East</p> <p>Sections 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 32, 33, 34, Township 10 North, Range 22 East</p> <p>Sections 3, 4, 5, 9 and 10, Township 9 North, Range 22 East</p>
12.	Point of Diversion.	NE ¼ NW ¼ Section 15, Township 9 North, Range 22 East, Salt River Base and Meridian, Navajo County, Arizona
13.	Sources of Water.^G	Show Low Creek

^A Show Low Lake (which was originally called Jacques Reservoir) was constructed by Phelps Dodge Corporation. On June 29, 2005, Phelps Dodge Corporation abandoned Show Low Lake. That same day, the City of Show Low ("the City") and the Show Low/Pinetop-Woodland Irrigation Company (together with its predecessors that merged into it, "the Irrigation Company") jointly applied for the Show Low Lake storage right. As of the date of this abstract, the applications remain pending with the Arizona Department of Water Resources.

^B The dam and land submerged by Show Low Lake is municipal property owned by the City. A small portion of the submerged land is owned by the United States Department of Agriculture, Forest Service, and subject to a special use permit granted by the federal government to the City. As to the places of use, the irrigation and stockwatering uses are on lands that are owned by the members of the Irrigation Company. The municipal uses are located within or near the municipal boundaries of the City.

^C Before the Irrigation Company and the City applied for rights to Show Low Lake, the lake was owned and operated by Phelps Dodge Corporation. The lake did not exist until the early 1950s, when Phelps Dodge

constructed what was then called Jacques Reservoir. Before the reservoir was constructed, the Irrigation Company diverted water directly from Show Low Creek for irrigation. The Irrigation Company operated irrigation storage reservoirs upstream which were used in part to regulate Show Low Creek flow through managed releases into the system.

Show Low Creek water was captured in Jacques Reservoir aka Show Low Lake, where Phelps Dodge stored and then released water through an exchange for mining operations outside of the watershed. All water rights to Show Low Creek and all of its tributaries were held by what was then known as Show Low Irrigation Company, which has since merged into the Irrigation Company. Phelps Dodge Corporation obtained the Show Low Irrigation Company's consent to construct the storage facility, as evidenced by a March 20, 1954, agreement ("the 1954 Agreement"). Per the 1954 Agreement, the Irrigation Company retained its prior appropriation to all waters of Show Low Creek and its tributaries. The 1954 Agreement addressed the continued inflows and outflows of water to satisfy the Irrigation Company's first rights and stipulated that if Phelps Dodge abandoned or terminated its storage at Show Low Lake, then the associated storage rights would be transferred to the Irrigation Company.

The Irrigation Company's prior appropriation rights were recognized in historic decrees and notices.

In *Huning v. Porter*, 6 Ariz. 171, 54 P. 584 (1898) ("the Huning Decree"), Henry Huning was awarded the first right to all waters of Show Low Creek and its tributaries, including but not limited to Porter Creek, Big Springs, Billy Creek, Pinetop Springs, Phipps Spring, Miller Draw, Porter Springs and Elk Springs Draw, Miller Creek (aka Walnut Creek), Pine Lake overflow, and all unnamed springs, seeps, washes and other drainages into Show Low Creek. The Show Low/Pinetop-Woodland Irrigation Company (the successor by merger and reorganization of the Show Low Irrigation Company, the Pinetop-Woodland Irrigation Company and the Woodland Irrigation Company) is the successor-in-interest to the Huning water rights. Various notices of appropriation and other historic filings supplemented the Huning Decree. The storage and irrigation system associated with the Huning Decree includes the following facilities, each of which operate as a component of the entire system:

- Show Low Lake – Jointly owned and operated by the Irrigation Company and the City (documentation pending with ADWR since 2005).
- Facilities formerly operated by Show Low Irrigation Company and currently owned and operated by Show Low/Pinetop-Woodland Irrigation Company:
 - Rainbow Lake
 - Lower Rainbow Lake
 - Scott Reservoir
- Facilities formerly operated by Pinetop-Woodland and Woodland Irrigation Companies and currently owned and operated by Show Low Pinetop-Woodland Irrigation Company:
 - Woodland Reservoir
 - Edlers Lake

The Huning Decree is a basis of right for the irrigation and stockwatering uses of water released from Show Low Lake and the entire irrigation system associated with Show Low Creek. Approximately 1100 acres of land are irrigated by the Irrigation Company pursuant to the Huning Decree.

^D Incidental uses for recreation, wildlife and fish are essentially a non-consumptive use of the water stored in Show Low Lake and are not delineated in this abstract.

^E The Huning Decree gives an 1874 priority but does not specify a month and date. December 31 was arbitrarily used to provide a month and date.

^F The 10,000 AFA for municipal uses is based on the City's projected population data and equal to the claim by Phelps Dodge Corporation, the previous owner of the reservoir. With continuous fill, Show Low Lake is expected to develop up to 10,000 AFA.

The quantities and uses in this abstract are only for Show Low Lake and do not account for the storage and irrigation uses in the entire system. There are incidental fish/wildlife/recreation uses.

⁶ The source of water includes the entire system operated by the Irrigation System that is upstream of Show Low Lake. This includes Show Low Creek and all of its tributaries, including but not limited to Porter Creek, Big Springs, Billy Creek, Pinetop Springs, Phipps Spring, Miller Draw, Porter Springs and Elk Springs Draw, Miller Creek (aka Walnut Creek), Pine Lake overflow, and all unnamed springs, seeps, washes and other drainages into Show Low Creek. It also includes managed releases of stored irrigation water from Rainbow Lake, Lower Rainbow Lake, Scott Reservoir and Woodland Reservoir into the system.

EXHIBIT 8.2.1.1H

ATTACHED

EXHIBIT 8.2.1.1H

Show Low/Pinetop-Woodland Irrigation Company Abstracts

- Rainbow Lake Facility
- Scott Reservoir
- Woodland Lake Facility

ABSTRACT OF IRRIGATION STORAGE RESERVOIR
Little Colorado River Adjudication

RAINBOW LAKE FACILITY		
1.	Name of Reservoir (Facility)	Rainbow Lake Facility ^A
2.	Owner of Reservoir.	Show Low/Pinetop-Woodland Irrigation Company, on behalf of itself and its shareholder members
3.	Landowner.	Show Low/Pinetop-Woodland Irrigation Company, on behalf of itself and its shareholder members
4.	Statement of Claimant No.(s).	39-083787
5.	Statement of Claimant Name(s).	Show Low/Pinetop-Woodland Irrigation Company
6.	Lessee or Permittee.	None.
7.	Basis of Right. ^B	36-11031
8.	Beneficial Use. ^C	Storage Irrigation
9.	Priority Date. ^D	Storage: 4/10/1896 Irrigation: 12/31/1874
10.	Quantity. ^E	Storage Capacity: 1,120 acre-feet Lower Rainbow Capacity: 7 acre-feet Continuous Fill Maximum diversion rate = 25 CFS Irrigation: 4,571.16 AFA (1039 acres) Irrigation Season: March 15 – November 1
11.	Places of Use.	<u>Location of Storage Facility:</u> SW ¼ NE ¼ Section 33, Township 9 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona <u>Location of Irrigated Acreage,</u> all in the Gila & Salt River Base and Meridian, Navajo County, Arizona: <u>133.3 acres:</u> Sections 12 and 13, Township 10 North, Range 21 East <u>905.7 acres:</u> Sections 7, 8, 17, 18, 20, 21, 28, 29 and 33, Township 10 North, Range 22 East

RAINBOW LAKE FACILITY	
12.	<p>Point of Diversion.</p> <p>NW ¼ Section 23 N ½ SE Section 26, both in Township 9 North, Range 22 East, Salt River Base and Meridian, Navajo County, Arizona</p>
13.	<p>Sources of Water.</p> <p>Big Springs and Walnut Creek, Tributaries to Show Low Creek</p>

^A The primary reservoir is called Rainbow Lake. Outflow from Rainbow Lake is impounded into a small storage facility called Lower Rainbow Lake.

^B The Rainbow Lake Facility is part of a larger irrigation and storage system serving the Show Low/Pinetop-Woodland Irrigation Company and the City of Show Low, Arizona. In *Huning v. Porter*, 6 Ariz. 171, 54 P. 584 (1898) (“the Huning Decree”), Henry Huning was awarded the first right to all waters of Show Low Creek and its tributaries, including but not limited to Porter Creek, Big Springs, Billy Creek, Pinetop Springs, Phipps Spring, Miller Draw, Porter Springs and Elk Springs Draw, Miller Creek (aka Walnut Creek), Pine Lake overflow, and all unnamed springs, seeps, washes and other drainages into Show Low Creek. The Show Low/Pinetop-Woodland Irrigation Company (the successor by merger and reorganization of the Show Low Irrigation Company, the Pinetop-Woodland Irrigation Company and the Woodland Irrigation Company) and the City of Show Low are the successors-in-interest to the Huning water rights. Various notices of appropriation and other historic filings supplemented the Huning Decree. The storage and irrigation system associated with the Huning Decree includes the following facilities, each of which operate as a component of the entire system:

- Show Low Lake – Jointly owned and operated by the Show Low/Pinetop-Woodland Irrigation Company and the City of Show Low (documentation pending with ADWR since 2005).
- Facilities formerly operated by Show Low Irrigation Company and currently owned and operated by Show Low/Pinetop-Woodland Irrigation Company:
 - Rainbow Lake
 - Lower Rainbow Lake
 - Scott Reservoir
- Facilities formerly operated by Pinetop-Woodland and Woodland Irrigation Companies and currently owned and operated by Show Low Pinetop-Woodland Irrigation Company:
 - Woodland Reservoir
 - Edlers Lake

^C The storage rights for the Rainbow Lake Facility are part of the larger irrigation storage system described in Endnote B above. There are incidental fish/wildlife/recreation uses at the Rainbow Lake Facility.

^D The Huning Decree that covers the entire system (*see* Endnote B above) does not specify a month and date. It only gives an 1874 priority. In 1874, the irrigation system was based on direct diversions. Dams and reservoirs were constructed over the years to make the system more efficient and reliable. The Rainbow Lake Facilities can be traced back to Henry Huning’s notice of appropriation dated April 10, 1896, recorded at Book 1, Page 23, Navajo County Records.

^E The quantity stated is for the Rainbow Lake Facility irrigation and storage and does not account for the entire system. There are incidental fish/wildlife/recreation uses.

ABSTRACT OF IRRIGATION STORAGE RESERVOIR
Little Colorado River Adjudication

SCOTT RESERVOIR		
1.	Name of Reservoir (Facility)	Scott Reservoir
2.	Owner of Reservoir.	Show Low/Pinetop-Woodland Irrigation Company, on behalf of itself and its shareholder members
3.	Landowner.	Show Low/Pinetop-Woodland Irrigation Company, on behalf of itself and its shareholder members
4.	Statement of Claimant No.(s).	39-083786
5.	Statement of Claimant Name(s).	Show Low/Pinetop-Woodland Irrigation Company
6.	Lessee or Permittee.	None.
7.	Basis of Right. ^A	36-11030 36-85686 CWR 1657 (R-456 and A-2287)
8.	Beneficial Use.	Storage Irrigation
9.	Priority Date. ^B	Storage: 12/5/1884 Irrigation: 12/31/1874
10.	Quantity. ^C	Storage Capacity: 1,225 acre-feet Continuous fill Maximum diversion rate = 25 CFS Irrigation: 4,561.16 AFA (1039 acres) Irrigation Season: March 15 to November 1
11.	Places of Use.	<u>Location of Storage Reservoir:</u> W ½ SE Section 13, Township 9 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona <u>Location of Irrigated Acreage,</u> all in the Gila & Salt River Base and Meridian, Navajo County, Arizona: <u>133.3 acres:</u> Sections 12 and 13, Township 10 North, Range 21 East <u>905.7 acres:</u> Sections 7, 8, 17, 18, 20, 21, 28, 29 and 33, Township 10 North, Range 22 East

SCOTT RESERVOIR		
12.	Point of Diversion.	W ½ SE Section 13, Township 9 North, Range 22 East, Salt River Base and Meridian, Navajo County, Arizona
13.	Source of Water.	Show Low Creek

^A Scott Reservoir is part of a larger irrigation and storage system serving the Show Low/Pinetop-Woodland Irrigation Company and the City of Show Low, Arizona. In *Huning v. Porter*, 6 Ariz. 171, 54 P. 584 (1898) (“the Huning Decree”). Henry Huning was awarded the first right to all waters of Show Low Creek and its tributaries, including but not limited to Porter Creek, Big Springs, Billy Creek, Pinetop Springs, Phipps Spring, Miller Draw, Porter Springs and Elk Springs Draw, Miller Creek (aka Walnut Creek), Pine Lake overflow, and all unnamed springs, seeps, washes and other drainages into Show Low Creek. The Show Low/Pinetop-Woodland Irrigation Company (the successor by merger and reorganization of the Show Low Irrigation Company, the Pinetop-Woodland Irrigation Company and the Woodland Irrigation Company) and the City of Show Low are the successors-in-interest to the Huning water rights. Various notices of appropriation and other historic filings supplemented the Huning Decree. The storage and irrigation system associated with the Huning Decree includes the following facilities, each of which operate as a component of the entire system:

- Show Low Lake – Jointly owned and operated by the Show Low/Pinetop-Woodland Irrigation Company and the City of Show Low (documentation pending with ADWR since 2005).
- Facilities formerly operated by Show Low Irrigation Company and currently owned and operated by Show Low/Pinetop-Woodland Irrigation Company:
 - Rainbow Lake
 - Lower Rainbow Lake
 - Scott Reservoir
- Facilities formerly operated by Pinetop-Woodland and Woodland Irrigation Companies and currently owned and operated by Show Low Pinetop-Woodland Irrigation Company:
 - Woodland Reservoir
 - Edlers Lake

^B The Huning Decree that covers the entire system (see Endnote A above) does not specify a month and date. It only gives an 1874 priority. As to Scott Reservoir and the irrigation water uses, the reservoir was constructed after irrigation was already taking place per Robert Scott’s May 22, 1886, Notice for beneficial uses initiated on December 5, 1884 (Book 1, Page 25, Navajo County Records). Sometime between 1884 and 1929, Scott’s diversion dam was expanded into the storage reservoir now known as Scott Reservoir. The dam failed in 1929 and was reconstructed in 1943. Additionally, Henry Huning also filed a notice of appropriation which covers what is now known as Show Low Lake, Scott Reservoir, Rainbow Lake, Lower Rainbow Lake, Lake of the Woods, the entire flow of Show Low Creek and all named and unnamed tributaries, by instrument dated April 10, 1896 recorded at Book 1, Page 23, Navajo County Records.

^C The quantity stated is for Scotts Reservoir irrigation and storage and does not account for the entire system. There are incidental fish/wildlife/recreation uses.

ABSTRACT OF IRRIGATION STORAGE RESERVOIR
Little Colorado River Adjudication

WOODLAND LAKE FACILITY		
1.	Name of Reservoir / Facility.	Woodland Lake Facility ^A
2.	Owner of Reservoir.	Show Low/Pinetop-Woodland Irrigation Company, on behalf of itself and its shareholder members
3.	Landowner.	Show Low/Pinetop-Woodland Irrigation Company, on behalf of itself and its shareholder members
4.	Statement of Claimant No.(s).	39-084116 39-084117
5.	Statement of Claimant Name(s).	Show Low/Pinetop-Woodland Irrigation Company
6.	Lessee or Permittee.	None.
7.	Basis of Right. ^B	36-045589 CWR 2965 (App. Nos. R-1168 and A-3212; Permit Nos. R-877 and A-2380)
8.	Beneficial Use. ^C	Storage Irrigation
9.	Priority Date.	May 28, 1897
10.	Quantity. ^D	Storage Capacity (Woodland Lake): 152 acre-feet Secondary Storage Capacity (Edlers Lake): 25 acre-feet Continuous fill. Maximum diversion rate = 2.0 CFS Irrigation: 660 AFA (150 acres) Irrigation Season: March 15 – November 1
11.	Places of Use.	<u>Location of Storage Facilities:</u> Woodland Lake SW ¼ SW ¼ Section 31, Township 9 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona Edlers Lake SE ¼ SE ½ Section 36, Township 9 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona

WOODLAND LAKE FACILITY		
		<p><u>Location of Irrigated Acreage</u>, all in the Gila & Salt River Base and Meridian, Navajo County, Arizona</p> <p>Section 1, Township 8 North, Range 22 East Section 35, Township 9 North, Range 22 East Section 36, Township 9 North, Range 22 East Section 6, Township 8 North, Range 23 East Section 31, Township 9 North, Range 23 East</p>
12.	Points of Diversion. ^E	<p>Billy Creek Intake:</p> <p>NE ¼ NW ¼ Section 4, Township 8 North, Range 23 East, Salt River Base and Meridian, Navajo County, Arizona</p> <p>Walnut Creek Intakes:</p> <p>SW ¼ SW ¼ Section 31, Township 9 North, Range 23 East, Salt River Base and Meridian, Navajo County, Arizona (a secondary intake is about 300-400 feet downstream of the primary site)</p>
13.	Sources of Water.	Billy Creek and Walnut Creek, Tributaries to Show Low Creek

^A The Woodland Lake Facility includes Woodland Lake and a smaller regulatory reservoir that can collect overflow. Edlers Lake receives overflow from a secondary ditch/point of diversion about 300 feet from the Walnut Creek intake.

^B Woodland Lake is part of a larger irrigation and storage system serving the Show Low/Pinetop-Woodland Irrigation Company and the City of Show Low, Arizona. In *Huning v. Porter*, 6 Ariz. 171, 54 P. 584 (1898) (“the Huning Decree”), Henry Huning was awarded the first right to all waters of Show Low Creek and its tributaries, including but not limited to Porter Creek, Big Springs, Billy Creek, Pinetop Springs, Phipps Spring, Miller Draw, Porter Springs and Elk Springs Draw, Miller Creek (aka Walnut Creek), Pine Lake overflow, and all unnamed springs, seeps, washes and other drainages into Show Low Creek. The Show Low/Pinetop-Woodland Irrigation Company (the successor by merger and reorganization of the Show Low Irrigation Company, the Pinetop-Woodland Irrigation Company and the Woodland Irrigation Company) and the City of Show Low are the successors-in-interest to the Huning water rights. Various notices of appropriation and other historic filings supplemented the Huning Decree. The storage and irrigation system associated with the Huning Decree includes the following facilities, each of which operate as a component of the entire system:

- Show Low Lake – Jointly owned and operated by the Show Low/Pinetop-Woodland Irrigation Company and the City of Show Low (documentation pending with ADWR since 2005).
- Facilities formerly operated by Show Low Irrigation Company and currently owned and operated by Show Low/Pinetop-Woodland Irrigation Company:

-
- Rainbow Lake
 - Lower Rainbow Lake
 - Scott Reservoir
 - Facilities formerly operated by Pinetop-Woodland and Woodland Irrigation Companies and currently owned and operated by Show Low Pinetop-Woodland Irrigation Company:
 - Woodland Lake
 - Edlers Lake

The dam for Woodland Lake is referenced in a Notice of Appropriation dated May 28, 1897, filed by Hans Hansen, Book 1, Page 50, Records of Navajo County, Arizona.

^c The storage rights for the Woodland Lake Facility are part of the larger irrigation storage system described in Endnote B above. There are recreational, fish and wildlife uses at the Woodland Lake Facility that are relied upon by Pinetop-Lakeside for tourism; however, this is generally a non-consumptive use and not detailed in this abstract.

^d The quantity stated is for the Woodland Lake Facility irrigation and storage and does not account for the entire system. There are incidental fish/recreation/wildlife uses.

^e The diversion system for Woodland Lake was once maintained by the Pinetop-Woodland Irrigation Company and the Woodland Irrigation Company, both of which were part of a 1998 merger with Show Low Irrigation Company. The three entities now operate as one unit called the Show Low/Pinetop-Woodland Irrigation Company. The old Pinetop-Woodland Irrigation Company diversion included a small concrete diversion dam and pipeline intake on Billy Creek. About one-quarter of a mile west of the diversion, the main pipeline splits into two branches, with one terminating in a ditch that drains into Walnut Creek approximately half a mile above Woodland Lake. The Woodland Irrigation Company diverted water from Walnut Creek via a pipeline and earthen ditch. A secondary diversion point on Walnut Creek, located about 300-400 feet downstream from the primary point of diversion, diverted water into a small earthen ditch leading to the drainage channel above Edler Lake, a regulatory pond with a 25 AF storage capacity in the SE-SE Section 36, T9N-R22E.

EXHIBIT 8.2.1.1I

ATTACHED

EXHIBIT 8.2.1.1I

Silver Creek Irrigation District Abstract

ABSTRACT OF IRRIGATION STORAGE RESERVOIR Little Colorado River Adjudication

SILVER CREEK IRRIGATION DISTRICT		
1.	Name of Reservoir (Facility)	The Silver Creek Irrigation Storage & Distribution System (includes Flood Control Infrastructure) ^A
2.	Owner of Reservoir.	Silver Creek Irrigation District ^B
3.	Landowner.	Silver Creek Irrigation District ^C
4.	Statement of Claimant No.(s).	39-88816
5.	Statement of Claimant Name(s).	Silver Creek Irrigation District
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	36-81222 36-81223 36-81224 36-81225 36-81226 33-82842
8.	Beneficial Use.	Irrigation Stockwatering
9.	Priority Date.	12/31/1873 ^D
10.	Quantity.	Storage Capacities: <ul style="list-style-type: none"> • White Mountain Lake & Mexican Lake: 5,160 acre-feet • Little Mormon Lake: 2,000 acre-feet • Schoen's Reservoir: 30,700 acre-feet • Ortega Lake: 2,380 acre-feet • Millet Swale: 994 acre-feet <p>Maximum diversion rate = 46.50 CFS</p> <p>Continuous fill</p> <p>Irrigation: 19,162.50 AFA (2,500 acres) Irrigation Season: March 15 to November 1</p>

SILVER CREEK IRRIGATION DISTRICT	
	Stockwatering: Reasonable use
11.	<p>Places of Use.</p> <p><u>White Mountain Lake:</u> Section 10, Township 11 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Mexican Lake:</u> Section 10, Township 11 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Little Mormon Lake:</u> Section 12, Township 10 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Schoen's Reservoir:</u> Sections 23 and 27, Township 12 North, Range 21 East, Gila & Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Ortega Lake:</u> Section 6, Township 10 North, Range 24 East, Gila & Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Millet Swale:</u> Section 20, Township 12 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Location of Irrigated Acreage:</u> Within the boundaries of the Silver Creek Irrigation District's service area in:</p> <ul style="list-style-type: none"> • Sections 23, 24, 25, 26, 35 and 36, Township 13 North, Range 21 East; • Sections 1, 2, 11, 12, 13, 24 and 25, Township 12 North, Range 21 East; and • Sections 18, 19, 30 and 31, Township 12 North, Range 22 East, <p>All in the Gila & Salt River Base and Meridian, Navajo County, Arizona.</p> <p><u>Stockwatering:</u> At the reservoir locations, open ditches operated by the Silver Creek Irrigation District, and within the Silver Creek Irrigation District's service area.</p>

SILVER CREEK IRRIGATION DISTRICT

12.	Points of Diversion.	<p><u>White Mountain Lake:</u> Section 10, Township 11 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Mexican Lake:</u> Section 10, Township 11 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Little Mormon Lake:</u> Section 12, Township 10 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Schoen's Reservoir:</u> Sections 23 and 27, Township 12 North, Range 21 East, Gila & Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Ortega Lake:</u> Section 6, Township 10 North, Range 24 East, Gila & Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Millet Swale:</u> Section 20, Township 12 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Irrigation Diversions</u> (all in the Gila & Salt River Base and Meridian, Navajo County, Arizona):</p> <ul style="list-style-type: none"> • West Shumway: SE ¼ NW ¼ SW ¼ Section 31, Township 12 North, Range 22 East • East Shumway: NW ¼ SW ¼ NW ¼ Section 31, Township 12 North, Range 22 East • East Taylor: SW ¼ NW ¼ NW ¼ Section 30, Township 12 North, Range 22 East • West Taylor: SW ¼ SE ¼ SW ¼ Section 12, Township 12 North, Range 21 East
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SILVER CREEK IRRIGATION DISTRICT

		<ul style="list-style-type: none"> • East Snowflake: SW ¼ NW ¼ NW ¼ Section 36, Township 13 North, Range 21 East • West Snowflake: NW ¼ NW ¼ NW ¼ Section 36, Township 13 North, Range 21 East <p>Supplemented by the following wells, all in the Gila & Salt River Base and Meridian, Navajo County, Arizona:</p> <ul style="list-style-type: none"> • 55-625330 – NW ¼ SW ¼ NW ¼ Section 30, Township 12 North, Range 22 East • 55-625331 – SW ¼ SW ¼ SW ¼ Section 19, Township 12 North, Range 22 East • 55-625332 – NW ¼ NW ¼ NW ¼ Section 1, Township 12 North, Range 21 East • 55-625333 – NE ¼ NE ¼ NE ¼ Section 35, Township 13 North, Range 21 East • 55-625334 – NE ¼ SW ¼ NW ¼ Section 25, Township 13 North, Range 21 East • 55-625335 – NW ¼ SW ¼ NW ¼ Section 31, Township 12 North, Range 22 East
<p>13. Source of Water.</p>		<p><u>Surface Water:</u> Rocky Arroyo, Show Low Creek, Brown Creek, Millet Swale, and flood water, all of which are tributaries of Silver Creek, and Silver Creek, a tributary of the Little Colorado River</p> <p><u>Groundwater:</u> Non-appropriable groundwater from all wells listed as points of diversion. To the extent that any of the wells serving as supplemental points of diversion are not pumping strictly groundwater, the subflow of Rocky Arroyo, Show Low Creek, Brown Creek, Millet Swale, all of which are tributaries of Silver Creek, and Silver Creek, a tributary of the Little Colorado River</p>

^A The Silver Creek Irrigation District's storage and irrigation system includes six storage reservoirs that are used for the irrigation of acreage within the District's boundaries. Some of these double as flood control infrastructure that not only protects the irrigation system but serves an important public safety role in Navajo County. Features of the system include dams and storage reservoirs, pipelines and ditches, and flood/erosion control structures. The reservoirs in Silver Creek Irrigation District's storage and irrigation system include:

SOURCE	FACILITY NAME(S)	OWNERSHIP OF LAND UNDERLYING THE RESERVOIR	REMARKS
Rocky Arroyo; Silver Creek	<ul style="list-style-type: none"> White Mountain Lake (formerly known as Dags Dam and Reservoir) Mexican Lake Little Mormon Lake 	<ul style="list-style-type: none"> White Mountain Lake & Mexican Lake – Silver Creek Irrigation District Little Mormon Lake – Apache-Sitgreaves National Forest 	White Mountain Lake is on the Silver Creek channel. Mexican Lake is a natural depression northeast of White Mountain Lake. When water levels are high, White Mountain Lake and Mexican Lake join to become essentially the same reservoir. Little Mormon Lake is an off-channel natural depression supplied by a diversion from Rocky Arroyo. Water released from Little Mormon Lake supplements the water stored in White Mountain Lake. Water from all three reservoirs is conveyed in the Silver Creek channel to the irrigation uses in the District.
Above the confluence of Show Low Creek and Silver Creek	Schoens Reservoir	<ul style="list-style-type: none"> Silver Creek Irrigation District Apache-Sitgreaves National Forest Church of Jesus Christ of Latter Day Saints 	The facility is operated in conjunction with the Navajo County Public Works Department for flood control and irrigation. Schoens Reservoir encompasses the Lone Pine Dam water right. Lone Pine Dam is no longer operated.
Brown Creek, a tributary of Silver Creek	Ortega Lake	Silver Creek Flood Control District (Pending transfer to Silver Creek Irrigation District.)	This is an off-channel reservoir jointly owned and operated by Silver Creek Irrigation District and Silver Creek Flood Control District for flood control.
Millet Swale, a tributary of Silver Creek	Millet Swale Reservoir	Silver Creek Flood Control District	Silver Creek Irrigation District's stored irrigation water mixes with Silver Creek for irrigation in the West Snowflake and Taylor areas. The reservoir is also used for flood control by the Silver Creek Flood Control District.

^B The storage rights in all reservoirs are owned by the Silver Creek Irrigation District; however, the land underlying where the reservoirs are located are owned by a combination of parties, including the Silver Creek Irrigation District, the Silver Creek Flood Control District, the Church of Jesus Christ of Latter Day Saints, and the Apache-Sitgreaves National Forests as set forth in the table in Endnote A above.

^c See the table in Endnote A above.

^d All of the waters of Silver Creek were claimed in 1875 by James Stinson, who in 1873 settled in Snowflake, developed the early irrigation system, and irrigated about 300 acres. The waters of Silver Creek and the flood waters of the East Fork of Show Low Creek, the flood waters of Rocky Arroyo, and the flood waters of other streams and tributaries were claimed by Z. B. Decker, Jr., President of the Snowflake & Taylor Irrigation Company (predecessor to Silver Creek Irrigation District) on May 20, 1896. Improvements to the storage and irrigation system such as better dams, pipelines and other infrastructure, were made by Stinson, the irrigation district and its predecessor companies since the system was first developed in 1873.

EXHIBIT 8.2.1.1J

ATTACHED

EXHIBIT 8.2.1.1J
City of Winslow Abstract

**ABSTRACT OF IRRIGATION STORAGE RESERVOIR
Little Colorado River Adjudication**

CITY OF WINSLOW		
1.	Name of Facility	Clear Creek and Chevelon Creek Facilities ^A
2.	Owner of Facilities.	Clear Creek Reservoir and Clear Creek Ditch: City of Winslow, Arizona Chevelon Ditch (shared with the City of Winslow): Winslow Irrigation Company
3.	Landowner.	City of Winslow, Arizona
4.	Statement of Claimant No.(s).	39-84980 39-[pending]
5.	Statement of Claimant Name(s).	City of Winslow, Arizona Winslow Irrigation Company
6.	Lessee or Permittee.	n/a
7.	Basis of Right.	O'Haco Decree ^B 36-32774 CWR 4168 36-29054 CWR 870
8.	Beneficial Use.	Irrigation Rec/Fish/Wildlife Municipal Stockwatering (includes stockponds)
9.	Priority Date.	December 31, 1878, December 31, 1902, and July 10, 1937, as applicable
10.	Quantity.	<u>Clear Creek:</u> Storage Capacity: 500 acre-feet Maximum diversion rate =15 CFS Continuous fill Irrigation: 9,050 AFA (1,680 acres) Irrigation Season: March 1 to November 15 <u>Chevelon Creek:</u> Maximum diversion rate = 15 CFS Irrigation: 1959 AFA (362.70 acres) Irrigation Season: March 1 to November 15

CITY OF WINSLOW		
11.	Places of Use.	<p><u>Location of Clear Creek Reservoir:</u> Sections 9, 10, 15 and 16, Township 18 North, Range 16 East, Gila & Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>The Places of Use</u> generally include the following, all in the Gila & Salt River Base and Meridian, Navajo County, Arizona:</p> <ul style="list-style-type: none"> • Sections 13, 14, 15, 23, 24, 25, 26, 27, 35, and 36, Township 19 North, Range 15 East • Sections 18, 19, 20, 29, 30, and 33, Township 19 North, Range 16 East • Sections 1 and 2, Township 18 North, Range 15 East
12.	Points of Diversion.	<p><u>Clear Creek:</u> SW ¼ NW ¼ of Section 10, Township 18 North, Range 16 East, Gila and Salt Base & Meridian, Navajo County, Arizona</p> <p><u>Chevelon Creek:</u> NE ¼ SW ¼ of Section 23, Township 18 North, Range 17 East, Gila and Salt River Base & Meridian, Navajo County, Arizona</p>
13.	Sources of Water.	Clear Creek and Chevelon Creek, tributaries of the Little Colorado River

^A The Clear Creek Facility includes dams, the Clear Creek Reservoir (aka McHood Reservoir), pipelines and other structures, including the flume, pipelines, and the Chevelon Creek Diversion Dam and Ditch that supplements the Clear Creek Facility pursuant to an agreement with Winslow Irrigation Company, the claimant/registrant named in 36-29054 and CWR 870. Chevelon Creek is a tributary to Clear Creek.

^B Judgment and Order No. 16,394 entered September 27, 1983, in the Superior Court of the State of Arizona in and for the County of Navajo in re: *Michael J. O'Haco and Teresa O'Haco v. Harry G. Hancock and Marilyn Hancock*. The Decree recognized the City of Winslow's perfected and superior "old timer's" right to 4,700 acre-feet of Clear Creek Water.

EXHIBIT 8.3A

ATTACHED

Zuni Hunt Valley Area Irrigation Diversions—Surface Water

Facility Name:	Zuni Hunt Valley Area Historic Irrigation Diversions—Surface Water	Data Source*
Water Right Holder:	Zuni Tribe	
Water Right Number:	DV 1,2,3,4, & 5	
Statement of Claimant #:	39-88868 & 39-82094 (see remark 4.)	

Water Source(s)	Little Colorado River (LCR), Concho Creek	1,2,4
Acres Served	2493 (see remarks 2,6, & 7)	2,4
Total Diversion	Maximum historical beneficial use (see remarks 8,9, & 11)	
Diversion Capacity	DV1: North side LCR -- 5.3 cfs (see remarks 8 & 11) DV2: South side LCR -- max. historical capacity (see remarks 8 & 11) DV3: Concho Creek -- maximum historical capacity DV4: North side LCR -- max. historical capacity (see remark 4) DV5: Concho Creek -- maximum historical capacity	2
Beneficial Use	Irrigation (see remark 7)	1,2,4
Diversion Location(s)	DV1: SESE, S15, T14N,R26E (North side LCR) (see remark 3) DV2: SWSE, S15, T14N,R26E (South side LCR) (see remark 3) DV3: SESW, S27, T14N,R26E (Concho Creek) (see remark 3) DV4: NENW, S17, T14N,R26E (North side LCR) (see remarks 3 & 4) DV5: NESW, S34, T14N, R26E (Concho Creek) (see remark 3)	1,2,4
Use Locations	DV1: S6,7,8,9,10,15,16, T14N,R26E (see remarks 7 & 10) DV2: S15,16,T14N,R26E (see remarks 7 & 10) DV3: S27,T14N,R26E (see remarks 6, 7 & 10) DV4: S8, T14N,R26E (see remark 4) DV5: S34,T14N, R26E (see remarks 6,7, & 10)	1,2,4
Period of Use	February through December	1,2,4
Priority Dates	10/25/1897 (see remarks 5 & 9) for 2291 acres (see remark 2) from LCR 1890 for 202 acres from Concho Creek (see remarks 6 & 9)	2,4
Basis of Right	1921 Supplemental Decree, CWR 559, 39-82094, 39-88868, 36-27960, 36-29377, 36-72667, 36-72668 (see remarks 4,5, & 6)	1,4
Remarks:	<ol style="list-style-type: none"> 1. Data Source 4—1921 Supplemental Decree, CWR 559, 36-27960, 36-29377, 36-72667, 36-72668, 10-0102239.0301(1897 Notice of Appropriation by Isaac Isaacson), and aerial photos of the Hunt Valley area. 2. Acres served—determined by measuring irrigated areas shown on maps in Data Source 2, plus CWR 559 for that portion of surface water irrigation in section 27. 3. Diversion locations -- based on aerial photographs & USGS quad maps (with guidance from Data Sources 1 & 2), CWR 559, & 36-72668 4. Claims 39-88868 & 36-27960 filed by the Seven Springs Ranch apply to irrigation on the north side of the LCR from DV1 (see remark 5 regarding Zion Reservoir). Claim 36-29377 applies to irrigation on the south side of the LCR on Zuni & Isaacson lands. Claim 36-72668 applies to DV4. Claim 39-82094 filed by Ellsworth applies to irrigation from DV5. 5. A 1921 Supplemental Decree ruling on the Udall Reservoir Company awarded irrigation from the LCR for 4550 acres with a October 25, 1897 priority date in an area generally including the current use area listed in this abstract. See the Lyman Reservoir abstract for discussion of the waiver of Udall (Zion) Reservoir storage rights to the Lyman Water Company. 6. The 1890 priority date for the Concho Creek diversions DV3 & DV5 is based on filing 36-72667. The amount of irrigated acres served from Concho Creek is 101 acres in section 34 (based on maps in Data Source 2) and 101 acres (based on CWR 559) of the 232 irrigated acres mapped by ADWR in section 27, T14N,R26E. The remaining irrigation in section 27 is from groundwater. 7. This abstract includes irrigation uses on the Zuni Reservation as well as the recently acquired Seven Springs Ranch, and includes associated land leased from the State in section 34, T14N,R26E. 8. Total Diversion and Diversion Capacities -- DV1 & DV2 are shared prorata based on acreage historically irrigated from these facilities (see the Isaacson & Crosby abstracts). 9. The service area described in this abstract has historically never made a call and will not make a call on upstream Norviel Decree and Concho Decree rights. 10. Pursuant to the settlement agreement, the Tribe can use water as deemed appropriate anywhere on the Reservation. 11. Any new water right acquisitions by the Tribe, not associated with either DV1 or DV2, do not have to be shared prorata with Isaacson or Crosby 	

*Data Source
 1=Statement of Claimant
 2=ADWR Inventory of Water Uses
 3= Silver Creek HSR
 4= Other—See remarks

Zuni Hunt Valley Large Irrigation Wells

Facility Name: Zuni Hunt Valley Large Irrigation Wells
Water Right Holder: Zuni Tribe
Water Right Number: N/A
Statement of Claimant #: N/A

Well Registration Number	Well Legal Description
55-600440	SESE, S27, T14N, R26E
55-626054	SESE, S6, T14N, R26E
55-626055	NENE, S7, T14N, R26E
55-626056	SE, S18, T14N, R26E
55-626057	SE, S18, T14N, R26E

Zuni Meadows Area Acquisition Irrigation Diversions

Facility Name: Zuni Meadows Area Historic Irrigation Diversions
Water Right Holder: Zuni Tribe
Water Right Number: DV 1,2,3,4, 5 & 6
Statement of Claimant #: 39-89021

Data Source*

Water Source(s)	Little Colorado River (LCR), Carrizo Wash, Big Hollow Wash	1,2,4
Acres Served	1594 (see remarks 2,4,& 5)	2
Total Diversion	Maximum historical beneficial use	
Diversion Capacity	DV1: West Side LCR -- 10.95 cfs DV2: East Side LCR -- 13.00 cfs DV3: Big Hollow Wash —maximum historical capacity DV4: North Side LCR -- 2.00 cfs DV5: Carrizo Wash – maximum historical capacity DV6: North Side LCR—maximum historical capacity	2
Beneficial Use	Irrigation	1,2,4
Diversion Location(s)	DV1: NESE, S5, T13N,R28E (West side LCR) (see remark 3) DV2 : NESE, S5, T13N,R28E (East side LCR) (see remark 3) DV3: SWNW, S31,T14N,R28E (Big Hollow Wash)(see remark 3) DV4: NWNW, S30, T14N,R28E (North side LCR) (see remark 3) DV5: NENE, S24, T14N,R27E (Carrizo Wash) (see remark 3) DV6: SESE, S24, T14N,R27E (North side LCR) (see remark 3)	1,2,4
Use Locations	DV1 & 2: S25,T14N,R27E; S19,29,30,31,T14N,R28E (see remark 4) DV3: S25,T14N,R27E; S30,T14N,R28E (see remark 4) DV4 & 5: S13,23,24,T14N,R27E (see remark 4) DV6: S23,24,T14N,R27E (see remark 4)	2,4
Period of Use	April 15 to September 15 for decreed acres. Non-decreed acres receive water outside the irrigation season and during flood flows.	4
Priority Dates	1881 for 170 decreed acres from LCR (rights #1918-13G & 13I) 1882 for 15 decreed acres from LCR (right #1923-61A) 1882 for 80 decreed acres from LCR flood water (right #1923-61B) 1884 for same 150 acres as right #1918-13G from LCR (right #1918-16C) 1916 for 30 decreed acres from LCR (right #1923-60A) 1916 for 35 decreed acres from Big Hollow Wash flood water (right #1923-60B) 1916 (per 36-28628 & 28629) for remaining 1164 non-decreed acres from LCR 1940 for 100 acres from Carrizo Wash, per CWR 1174	1,2,4
Basis of Right	Norviel Decree, CWR's 74,75,& 1174, 39-89021, 36-28628, 36-28629 , & shares in St. Johns Irrigation Company.	1,2,4
Remarks:	<ol style="list-style-type: none"> 1. Data Source 4—Norviel Decree, CWR 74 (covers decreed right #60 A & B), CWR 75 (covers decreed right #61A & B), CWR 1174 (Carrizo Wash), 36-28628 & 36-28629(LCR) and aerial photos of the Meadows area. 2. Acres served—determined by measuring irrigated areas shown on maps in Data Source 2. 3. Diversion locations are based on aerial photographs & USGS quad maps with guidance from Data Sources 1 & 2. Data Source 2 lists 3 diversions in NESE,S5,T13N,R28E; however, claims and filings indicate only 2 diversions at this location. 4. This abstract includes irrigation uses on the former Platt & Wilhelm ranches but does not include claimed irrigation by the State on associated leased State land. 5. In addition to the above decreed rights, the Zuni Meadows area is also served by 322 shares of St. Johns Irr. Co. based on work sessions with St. Johns Irr. Co. 	
*Data Source	<ol style="list-style-type: none"> 1=Statement of Claimant 2=ADWR Inventory of Water Uses 3= Silver Creek HSR 4= Other—See remarks 	

Zuni River Area Historic Irrigation

Facility Name: Zuni River Area Historic Irrigation
Water Right Holder: Zuni Tribe
Water Right Number: N/A
Statement of Claimant #: 39-89022 (see remark 2)

Data Source*

Water Source	Zuni River flood waters	1,4
Acres Served	801 (see remark 3)	4
Total Diversion	Maximum historical beneficial use	
Diversion Capacity	Maximum historical capacity	
Beneficial Use	Irrigation	1,4
Diversion Location	NE, S5, T14N,R28E plus other locations on various channels throughout S 6, T14N,R28E & S 1,T14N,R27E (see remark 4)	1,4
Use Locations	S 1, T14N,R27E (see remark 4)	1,4
Period of Use	July through October (per 36-28627)	4
Priority Date	1916	1,4
Basis of Right	39-89022 and 36-28627 (see remark 2)	1,4
Remarks:	<ol style="list-style-type: none"> 1. Data Source 4: 36-28627 and 1984 aerial photos of the Zuni River area 2. 39-89022 was originally filed by Limited Partnership of Meadows Ranch, while 36-28627 was filed by H.B. Heap. Both are former owners of land now owned by the Zuni Tribe. 3. Acres served based on measurements from aerial photo interpretation within section 1,T14N,R27E (see remark 4). 4. Diversion and Use Locations—aerial photos indicate a major diversion point from the main channel of the Zuni River in the NE, section 5, T14N,R28E upstream of the irrigated area. Claim 39-89022 indicates and aerial photos verify that the Zuni River water also spreads out into several channels or stringers in section 6,T14N,R28E and sections 1 & 2, T14N,R27E from which a network of several spreaders and headgates further spread out the water onto the land in these sections. This abstract covers irrigation only in section 1,T14N,R27E owned by Zuni Tribe, and does not include claimed irrigation on land it leases from the State of Arizona in section 6,T14N,R28E, and section 2,T14N, R27E. 	
*Data Source	1=Statement of Claimant 2=ADWR Inventory of Water Uses 3= Silver Creek HSR 4= Other—See remarks	

EXHIBIT 8.3B

Zuni Indian Tribe Water Rights Settlement Judgment and Decree

IN PROCESS OF FINALIZATION

EXHIBIT 8.5.2

ATTACHED



Exhibit 8.5.2

EXHIBIT 8.5.3

ATTACHED

Prepared for:
MODRALL SPERLING
P.O. Box 2168
Albuquerque, NM 87103

**BALLEAU GROUNDWATER, INC.'S REBUTTAL REPORT
TO NAVAJO NATION'S APRIL 30, 2021 INITIAL DISCLOSURES**

**In Re the General Adjudication of All Rights to Use Water
in the Little Colorado River System and Source
Case No. 6417-300**

OCTOBER 2021

**BALLEAU GROUNDWATER, INC.
901 Rio Grande Blvd. NW, Suite F-242
Albuquerque, New Mexico 87104
(505) 247-2000**



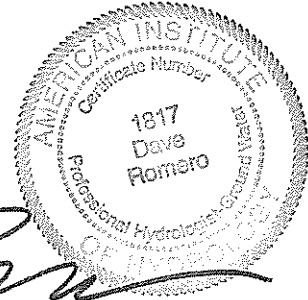
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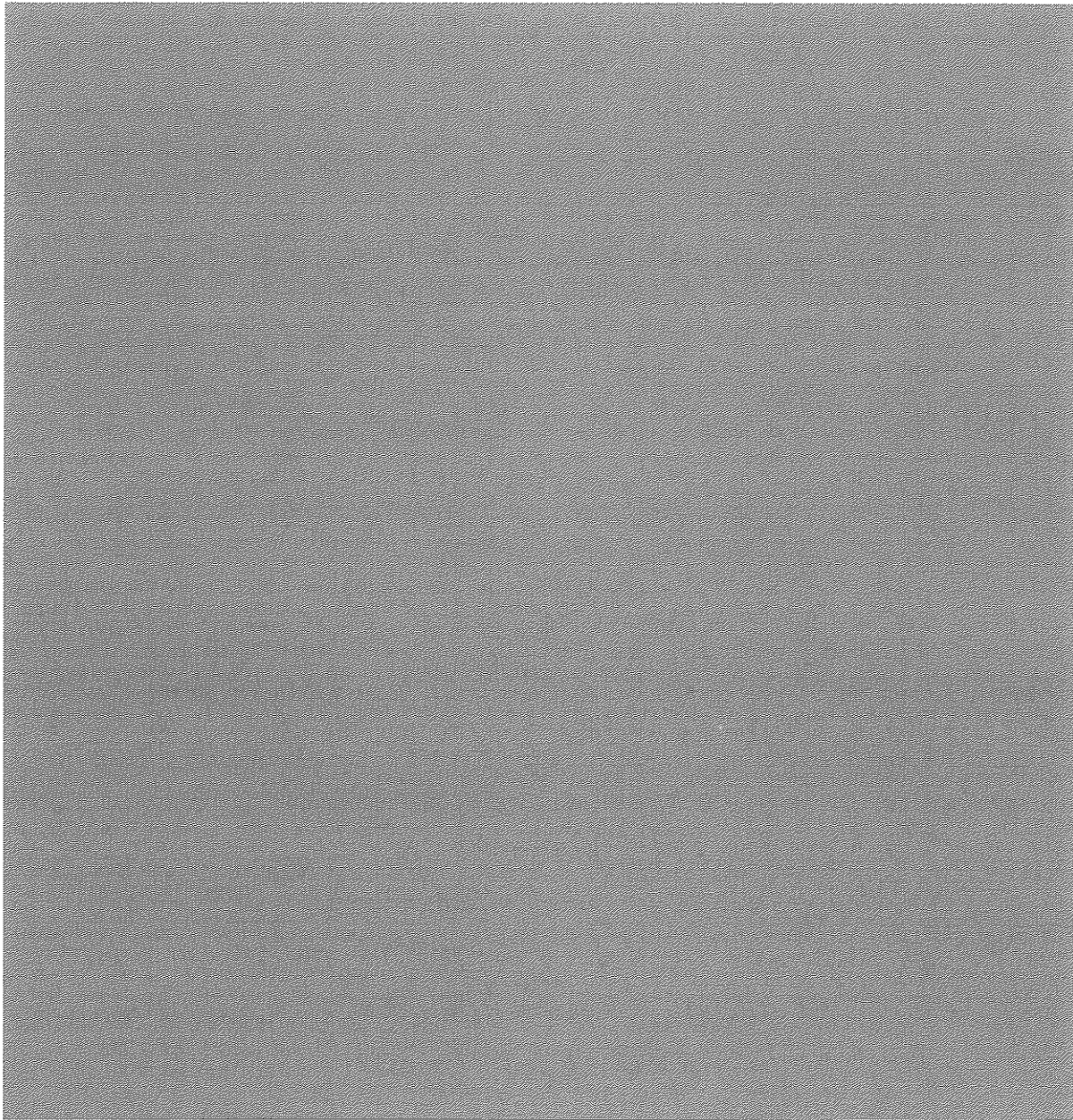



Dave M. Romero, P.H.

Date October 14, 2021



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Issue 2: Sustainable Supply of 1,660 AFY from the Cameron Area Alluvial Aquifer

In the Wood Report, Dr. Leeper analyzes the Cameron water supply in support of plans for an expanded alluvial aquifer wellfield along the LCR. The alluvial aquifer is characterized as having a limited width, a limited thickness and variable recharge from the LCR resulting in variable static water levels, which translate to variable aquifer thickness.

Dr. Leeper's analysis implements a Theis calculation (Theis, 1935) with assumptions that limit the ability of the calculation to consider the limited width of the alluvial aquifer and variability of aquifer thickness from river recharge.

Dr. Leeper's analysis raises a question with regard to sustainability of yield from the Cameron alluvial aquifer. As set forth herein, I analyze the sustainable yield of the alluvial aquifer in the Cameron area with a numerical model that accounts for the limiting assumptions of the Theis calculation. My intent is to perform additional analysis to improve the understanding of sustainable yield from the Cameron alluvial aquifer. I am particularly interested in simulating long-term sustainability, as Dr. Leeper indicates he is in the Wood Report. (Wood Report, p. 1). Since ATC's water is supplied by two wells in the alluvial aquifer, the findings from my additional analysis will provide insight to whether yield from the Cameron alluvial aquifer can sustain both the Navajo Nation's projected 1,600 AFY as well as ATC's water use.

Methodology

My analysis is based on a model implemented with MODFLOW 6 Version 6.2.2 (Langevin and others, 2017). This report section presents a general description of the model. More specific model details and the data sources relied on are described in Appendix B.

The model domain spans 14 miles of LCR river reach generally centered on the Cameron area with a grid that has square cells 100 feet on a side (Figure 3). The bottom of the alluvial aquifer thickness is 30 feet beneath the streambed. The land surface is from a 1/3 arc second digital elevation model with refinements on the stream channel based on USGS field surveys near Cameron.

The model has a standard set of parameters, but it operates with 15 different realizations to examine the sensitivity of wellfield yield results to a plausible range of model

parameters and other specifications related to aquifer structure and boundary conditions. That is, each model scenario is run through 15 simulations to examine a range of potential

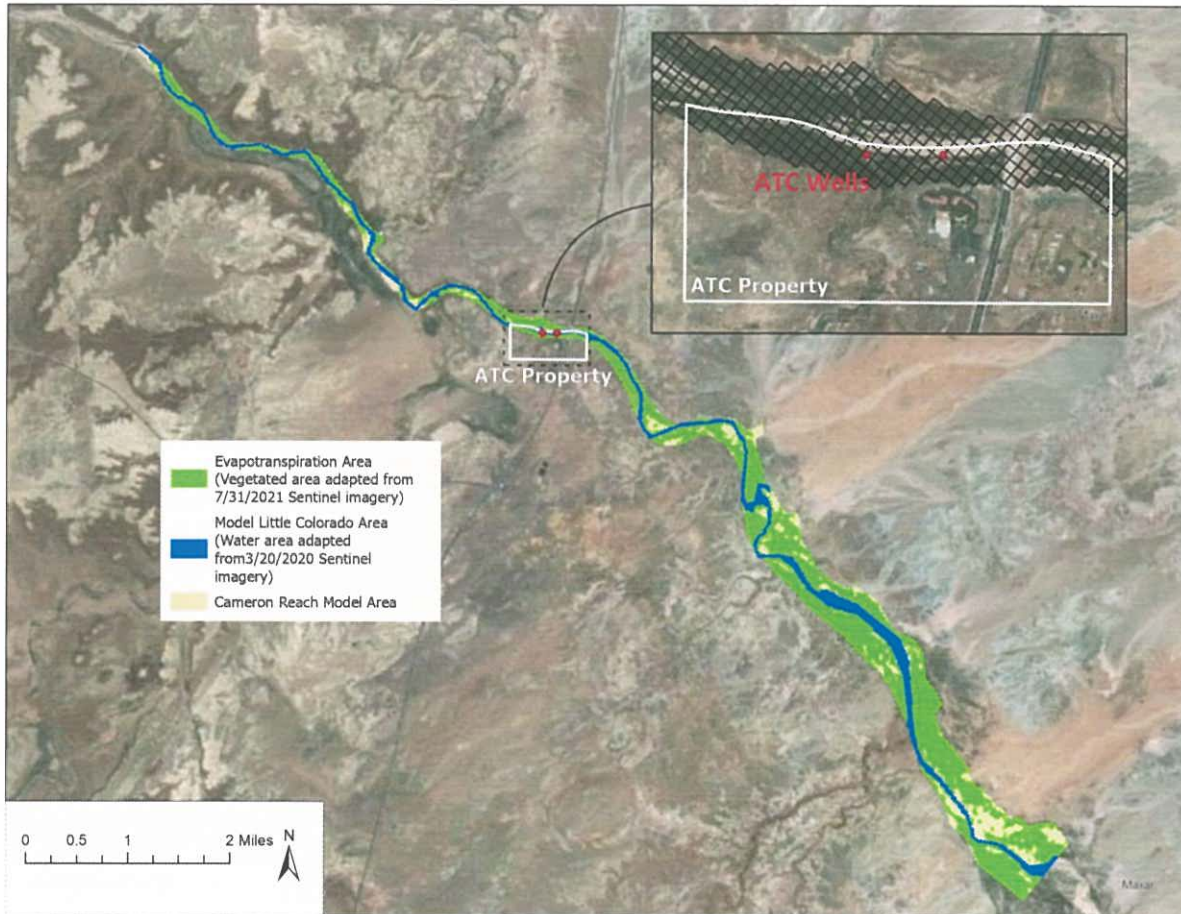


Figure 3. Model of Cameron area alluvial aquifer.

outcomes on sustainable yield from well development. The standard set of model parameters are based on aquifer transmissivity, T , of 2,500 ft²/day and specific yield of 0.20. The T values reported by Dr. Leeper (4,970 and 9,461 ft²/day) are included in the plausible range of model parameters examined.

The model has a component of riparian evapotranspiration (ET) from the alluvium. The net ET is based on an estimate of potential evaporation from the North American Land Data Assimilation System reduced by precipitation (NLDAS-2). NLDAS is maintained by NASA.

Alluvial aquifer water-level data is limited in the Cameron area. Data from the two existing NTUA wells shows static water levels have fluctuated over a range up to 9 feet. I set up the model boundary conditions and found simulated water levels fluctuate over a similar range. Assuming that the magnitude of variation characterizes general water-level variations throughout the alluvial aquifer in the Cameron area, the model is calibrated to that dynamic condition.

Aquifer recharge from LCR is based on a water balance method with a model catchment scaling factor related to the observed average monthly flow change between the Winslow and Cameron USGS flow gages over the last 20 years.¹ The width and depth of the simulated river is adjusted based on observed flow at the Cameron gage assuming the same relationship between channel depth and width characterized by the USGS at the Winslow gage.

A key component of the model is that it simulates groundwater diversions with a well hydraulics component that accounts for the pumping water level (PWL) in individual wells. A threshold above the pump intake can be specified to maintain net positive suction head (NPSH) above the pump inlet when the well is pumped. For the analysis herein, a threshold of 10 feet above the base of the alluvial aquifer is specified. If NPSH is not maintained on the well pump impeller, air bubbles will form resulting in pump cavitation, which damages the pump. A schematic of this concept is shown on Figure 4. The utility of the well simulation is that a target wellfield yield can be specified, and the model solves for individual well yields considering the declining yield that must occur to maintain NPSH as the PWL lowers toward the pump inlet. The simulation technique is ideal for assessments of source water availability from aquifers with limited depth.

¹ See Wood Report Figure 2 for a map of the USGS Winslow and Cameron gages.

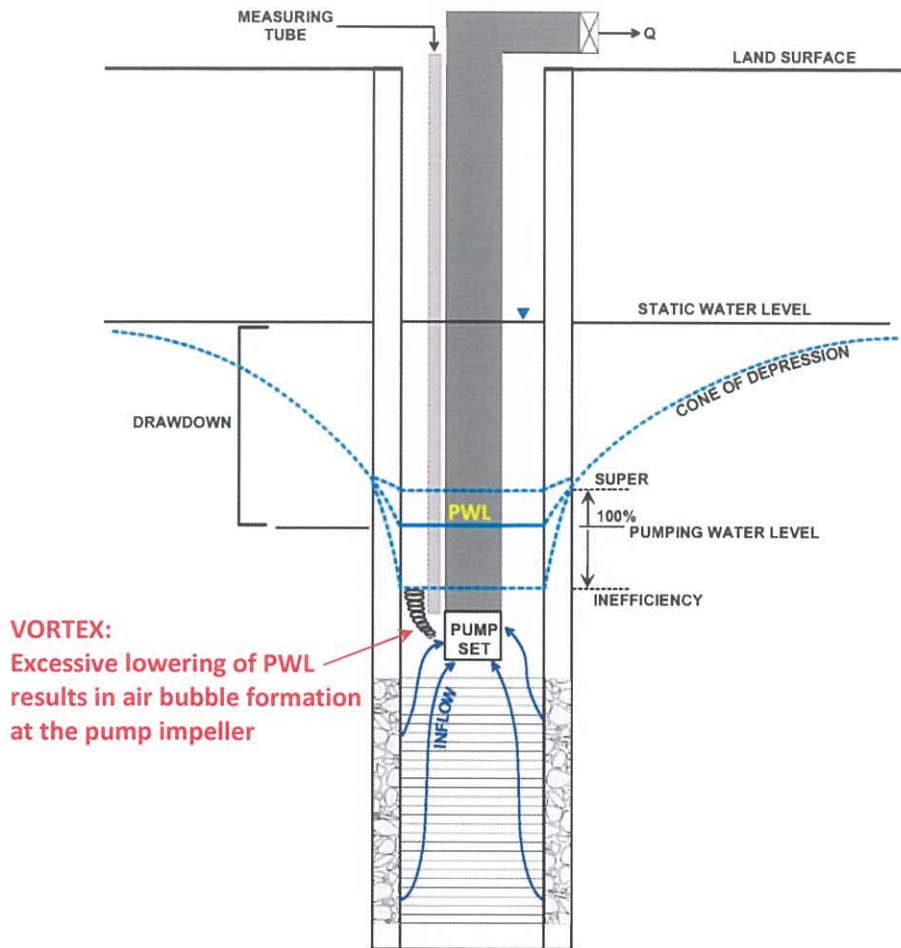


Figure 4. Schematic of well hydraulics concept represented in model.

Analysis and Results

The analysis involves four model scenarios. The evaluation considers the Navajo Nation diverting 1,660 AFY in conjunction with ATC water use (75 AFY) to examine sustainability of the alluvial aquifer in the Cameron area. The model scenarios represent example variations in the layout of the proposed Navajo Nation alluvial wellfield to evaluate how the amount of water produced from the alluvial aquifer is affected. In all scenarios the three conceptual Navajo Nation wells that are currently plotted on ATC Property (Figure 2) are moved onto the Navajo Reservation. The scenarios are then run

based on placement of wells in the alluvial aquifer in the Navajo Nation analyzing the wellfield with 12 wells and with 24 wells.

Each scenario runs for 40 years with a target pumping rate of 1,660 AFY for the proposed Navajo Nation wellfield and 75 AFY for ATC's two currently active wells. The 40-year simulation is based on a repeat of hydrologic conditions of the last 20 years (additional detail is in Appendix B). The model results are summarized into the number of months that the target pumping rate is met (or not met) over the 40-year period. As previously described, each scenario is run through 15 variations within a plausible range of model parameters; the results below are based on the average result from those 15 variations (realizations). Appendix C includes additional details regarding results from each scenario.

Scenario 1



Figure 5. Example Navajo Nation wellfield layout for Scenario 1.

As is shown on Figure 5, the Navajo Nation wellfield in Scenario 1 is simulated like the layout planned by Dr. Leeper (12 wells), except the three (western) wells are moved north across the river, which relocates them off ATC Property and onto the Navajo Reservation. In Scenario 1, the Navajo Nation wells do not meet the target yield of 1,660 AFY for 146 months (30 percent) out of 40 years. ATC does not meet the target yield of 75 AFY for 86 months (18 percent) of 40 years. Interference between the ATC wells and the Navajo Nation wells across the river results in reduced wellfield yield for both ATC and the Navajo Nation.

Scenario 2



Figure 6. Example Navajo Nation wellfield layout for Scenario 2.

The Navajo Nation wellfield layout in Scenario 2 differs from Scenario 1 in that it increases the Navajo Nation wells from 12 to 24 with a well spacing of at least 500 feet. The result is each Navajo Nation well diverts less water, than in Scenario 1, to produce a target yield of 1,660 AFY. The result is the Navajo Nation wellfield does not meet the target yield for 5 months (1 percent) over 40 years. The three Navajo Nation wells across the river from ATC's wells still cause interference resulting in ATC not meeting the target yield of 75 AFY for 46 months (10 percent) out of 40 years. However, ATC is short of meeting its target yield about half as much as in Scenario 1.

Scenario 3



Figure 7. Example Navajo Nation wellfield layout for Scenario 3.

The Navajo Nation wellfield in Scenario 3 has 12 wells similar to Scenario 1, except the three wells across the river from ATC's wells are moved upstream (east) of the ATC Property to reduce interference between the ATC and Navajo Nation wellfields. The result, in comparison to Scenario 1, is the Navajo Nation and ATC wellfield yields are improved. The number of months the Navajo Nation target wellfield yield is not met is reduced from 146 to 53 months. For ATC, the number of months target yield is not met reduces from 86 to 0 months (ATC's target yield is met 100 percent of the time).

Scenario 4



Figure 8. Example Navajo Nation wellfield layout for Scenario 4.

The Navajo Nation wellfield in Scenario 4 has 24 wells similar to Scenario 2, except the three wells across the river from ATC's wells are moved upstream (east) of the ATC Property to reduce interference between the ATC and Navajo Nation wellfields. In terms of

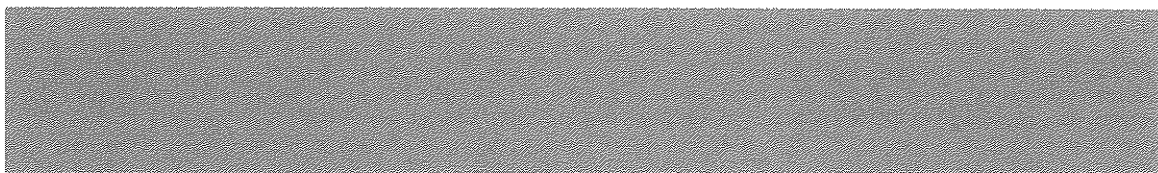
reducing interference and meeting target well yield, this wellfield layout is most favorable among the scenarios. Both the Navajo Nation and the ATC wellfield meet target yields for all months (100 percent) out of 40 years. Table 1 lists a summary of the four scenarios and results. Appendix C includes additional details regarding the results described herein.

Table 1. Model scenario specification and summary of well yield results.

Scenario	Well Specification	Target Pumping Rate (AFY)	Well Placement	Number of months in 40 years when target pumping rate is not met (average of 15 model realizations)
1	12 NN Wells	1,660	Three wells moved off ATC Property (north of river)	146
	2 ATC Wells	75	Wells currently active	86
2	24 NN Wells	1,660	Three wells moved off ATC Property (north of river)	5
	2 ATC Wells	75	Wells currently active	46
3	12 NN Wells	1,660	All wells located upstream (east) of ATC Property	53
	2 ATC Wells	75	Wells currently active	0
4	24 NN Wells	1,660	All wells located upstream (east) of ATC Property	0
	2 ATC Wells	75	Wells currently active	0

Note: NN = Navajo Nation and ATC = Atkinson Trading Company, Inc.

SUMMARY OF OPINIONS



Issue 2: I analyzed a number of variations of the proposed Navajo Nation wellfield in the Cameron area to develop a better understanding of how to achieve sustainable yield from the Cameron alluvial aquifer system with limited water storage. A key concept of groundwater development from this aquifer system is based on recognizing the importance of variable flow from the Little Colorado River that provides recharge to replenish water stored in the aquifer that is removed by wells. The analysis used herein is based on limited

water-level and aquifer structure data. As future wells are drilled and additional data are collected, I recommend an updated analysis and, if needed, adjustments to associated water development plans. Given the data and interpretations currently available, which were considered in this analysis, and assuming the river flow conditions of the last 20 years as a baseline, if the aquifer supply is managed by minimizing well interference, the aquifer is prospective for sustaining development of 1,660 AFY of water for use by the Navajo Nation and 75 AFY of water for use by ATC. Well interference can be minimized by pumping smaller quantities of water from individual wells over larger areas, rather than pumping from smaller areas with larger individual well pumping rates. Ideally, if the proposed Navajo Nation wellfield is located upstream (east) of the ATC Property, the prospect of sustainable yield for both the Navajo Nation and ATC is improved. I note that the concept of improved alluvial aquifer yield from management of well interference applies regardless of however variable the future hydrologic conditions may be.

REFERENCES

Theis C.V., 1935, The Relation Between the Lowering of the Piezometric Surface and the Rate and Duration of Discharge of a Well Using Ground-Water Storage: American Geophysical Union, Volume 16, pp. 519-524.

Langevin, C.D., Hughes, J.D., Banta, E.R., Niswonger, R.G., Panday, S., Provost, A.M., 2017, Documentation for the MODFLOW 6 Groundwater Flow Model: U.S. Department of the Interior, Chapter 55 of Book 6. Modeling Techniques, Section A. Groundwater, U.S. Geological Survey Techniques and Methods 6-A55.

Wood Resilient Environments, 2021, Little Colorado River Alluvial Water Supply at Leupp and Cameron: Prepared for: the Navajo Department of Justice, Window Rock, Arizona, For: General Adjudication of All Rights to Use Water in the Little Colorado River System and Sources.

APPENDIX B - Description of Cameron Area Alluvial Aquifer Model

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MODEL DESCRIPTION

The model is of the shallow aquifer system that interacts with the Little Colorado River (LCR) along a 14-mile reach of the river (Figure B1). The water supply for Atkinson Trading Company, Inc. (ATC) is diverted from two wells that are completed in this aquifer. The Navajo Nation plans to develop this aquifer system. Balleau Groundwater, Inc. (BGW) developed the model to analyze groundwater yield of the aquifer system with use by ATC combined with use by the Navajo Nation.

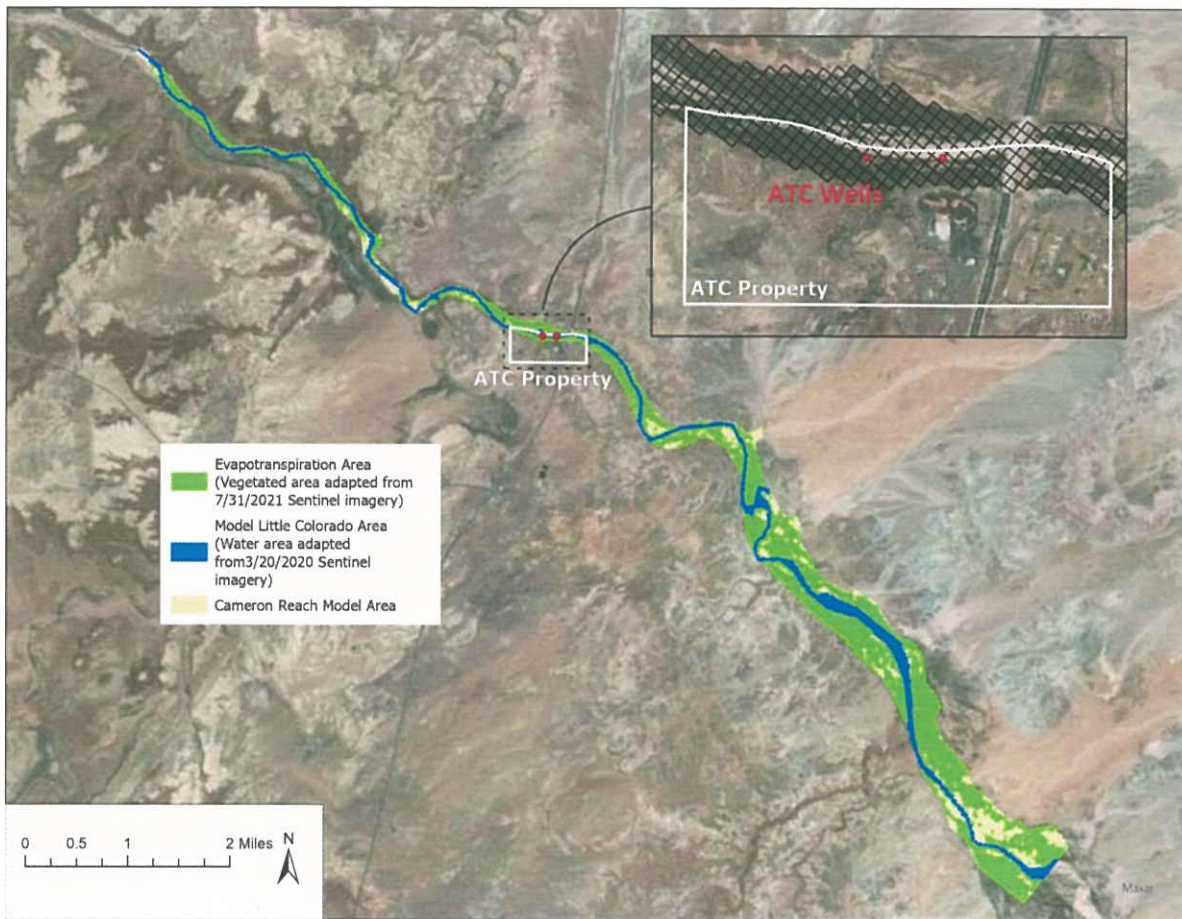


Figure B1. Model of Cameron area alluvial aquifer.

Simulation Method

The model is based on MODFLOW 6 version 6.2.2 (Langevin and others, 2017). The model operates with 15 different realizations to examine the sensitivity of aquifer yield results to a plausible range of model parameters and other specifications related to aquifer structure and boundary conditions. Details of the model realizations are described in the *Aquifer Properties* section below.

Langevin, C.D., Hughes, J.D., Banta, E.R., Niswonger, R.G., Panday, S., Provost, A.M., 2017, Documentation for the MODFLOW 6 Groundwater Flow Model: U.S. Department of the Interior, Chapter 55 of Book 6. Modeling Techniques, Section A. Groundwater, U.S. Geological Survey Techniques and Methods 6-A55.
<https://www.usgs.gov/software/modflow-6-usgs-modular-hydrologic-model>

Model Grid Development

The groundwater system is spatially represented by a grid with 2 layers, 110 rows and 634 columns (Figure B1). The grid is constructed of square cells that have sides of 100 feet. The active grid area covers an area of 2024 acres along a 15-mile reach of the LCR.

The model grid layers represent the stratigraphic column depicted on Figure B2.

Layer	Geologic Column ¹				Thickness (ft)	Kxy (ft/d)	Kz (ft/d)	Sy (-)	Ss (-ft)
1 ²	Qs/Qf - Stream-channel/Flood-plain deposits				+/-30	41.5 - 315	0.415 - 31.5	0.1 - 0.2	2.00E-06
2 ³	Qs/Qf - Older Alluvium	Trcs - Chinle Formation, Shinarump Member	Tm - Moenkopi Formation	Pk - Kaibab Formation	40	7 - 15	0.7 - 1.5	0.1 - 0.2	2.00E-06

Figure B2. Modeled geologic column and aquifer parameters.

Figure B2 notes:

1) Geologic column adapted from Billingsley and others (2007).

Billingsley, G.H., Priest, S.S. and Felger, T.J., 2007, Geologic Map of the Cameron 30' x 60' Quadrangle, Coconino County, Northern Arizona: U.S. Geological Survey Scientific Investigations Map 2977 (<https://pubs.er.usgs.gov/publication/sim2977>).

2) The top of layer one is derived from 1/3 arc-second digital elevation model (DEM) data (USGS National Elevation Dataset (NED) accessed via ESRI Online, August 13, 2021) and stream channel elevations. Stream channel elevations are derived by linear interpolation through elevation data (surveys) from Dean and Topping (2019, Figures DR8 and DR10) and the DEM.

ESRI Digital Elevation Models: <https://pro.arcgis.com/en/pro-app/latest/tool-reference/spatial-analyst/exploring-digital-elevation-models.htm>

Dean, D.J., and Topping, D.J., 2019, Geomorphic change and biogeomorphic feedbacks in a dryland river: The Little Colorado River, Arizona, USA: GSA Bulletin, <https://doi.org/10.1130/B35047.1> (GSA Data Repository Item 2019158).

The bottom of model Layer 1 is 30 feet below the streambed. The 30-foot thickness of Qs/Qf is adapted from Billingsley (2007, page 13) and well log 03T-551 (Greenslade 2021, Appendix A) and

well log 55-918880 (AZDWR, <https://gisweb.azwater.gov/WellRegistry/SearchWellReg.aspx>, accessed 4/30/2020). ATC owns well 55-918880 (shown as the west well on Figure B1). Since the land surface adjacent to the streambed is based the DEM and the Dean and Topping (2019) elevation surveys, the thickness of floodplain deposits in model Layer 1 can be somewhat greater than or less than 30 feet.

3) Model Layer 2 represents bedrock or older alluvium adjacent to Qs/Qf (Layer 1) with a thickness interpreted from well log 55-918880 (AZDWR, accessed 4/30/2020).

Aquifer Properties

Each model scenario is simulated with 15 realizations to examine sensitivity of aquifer yield results to a plausible range of model parameters and other specifications related to aquifer structure and boundary conditions. Table B1 shows the variations to model parameters and aquifer structure.

Table B1. Model realizations for examining sensitivity of well yield from aquifer.

Model Realization	Layer 1 K _{xy}	Layer 2 K _{xy}	Layer 1 K _z	Layer 2 K _z	Layer 1 S _y	Layer 2 S _y	Model Area	Layer 2	Riverbed K _z	ET	General Head Boundary
1	83	15	8.3	1.5	0.20	0.20			1	50%	
2	83	15	8.3	1.5	0.15	0.15			1	50%	
3	83	15	8.3	1.5	0.10	0.10			1	50%	
4	83	15	8.3	1.5	0.20	0.20			0.1	50%	
5	83	15	8.3	1.5	0.20	0.20			10	50%	
6	83	15	8.3	1.5	0.20	0.20			1	25%	
7	83	15	8.3	1.5	0.20	0.20			1	100%	
8	83	15	8.3	1.5	0.20	0.20			1	50%	Inactive
9	83	--	8.3	--	0.20	--		Inactive	1	50%	L2 Inactive
10	83	15	8.3	1.5	0.20	0.20	Reduced		1	50%	Inactive
11	315	15	31.5	1.5	0.20	0.20			1	50%	
12	166	15	16.6	1.5	0.20	0.20			1	50%	
13	166	7	16.6	0.7	0.20	0.20			1	50%	
14	41.5	15	4.15	1.5	0.20	0.20			1	50%	
15	83	15	8.3	1.5	0.10	0.10			0.1	50%	

Note: K is in units of ft/day. ET is percentage of net ET shown on Figure B5 in section *Riparian Evapotranspiration* below.

Standard Case

The standard case is Realization 1, which translates to a transmissivity, T , in layers 1 and 2 of 2,500 and 600 ft²/day, respectively. T of model layer 2 is estimated based on a 7-hour specific capacity test on ATC's well 55-918880.¹ T of model layer 1 is based on our observation that specific capacity of Navajo Nation wells (03T-551 and 037-552) translates to a T that is less than the range reported by Dr. Leeper in the Wood Report ($T = 4,970$ and $9,461$ ft²/day). Accordingly, the standard case uses

¹ T is estimated from specific capacity using the equation $Q/s = T/2000$ as described in Driscoll, F., 1987, *Groundwater and Wells*: copyright 1986 by Johnson Division, St. Paul Minnesota 55112, second printing 1987, ISBN 0-9616456-0-1, p. 1021).

a T that is about half of Dr. Leeper's low-end value. Dr. Leeper's reported T values, however, are included in the analysis in realizations 11, 12 and 13. Vertical hydraulic conductivity, K , is assumed to be 1/10 of horizontal K .² Specific yield, S_y , is assumed to be 0.20 in the standard case.

Other Cases

Realizations 2 and 3 examine the variability of specific yield. Well yield results are sensitive to this parameter as it directly relates to the unit volume of water released from storage (sediment porosity) per volume of aquifer.

Realizations 4 and 5 inspect the sensitivity of well yield to vertical hydraulic conductivity of the streambed. Results are sensitive to this parameter because it affects the amount of recharge to the aquifer from river flow. The sustainable yield from the alluvial aquifer is not very sensitive to the change from 1 to 10 ft/day; however, the change from 1 to 0.1 ft/day limits recharge and reduces the well yield sustainable from the aquifer.

Realizations 6 and 7 vary the amount of ET available for capture by well pumping in the alluvial aquifer. Aquifer yield results are not significantly sensitive to this parameter.

Realizations 8, 9 and 10 examine the effect that aquifer boundary conditions and structure have on alluvial aquifer sustainability. It turns out that results are not sensitive to these parameters indicating the boundary conditions are far enough away from the simulated wellfields to prevent an artificial effect in the analyses.

Realizations 11 and 12 represent the T values reported by Dr. Leeper ($T = 4,970$ and $9,461$ ft²/day). T affects sustainable yield from the alluvial aquifer.

Realization 13, as is the case with Realization 9, indicates model layer 2 hydraulic conductivity does not significantly affect well yield from the alluvial aquifer.

Realization 14 analyzes the lowest range of T in the alluvial aquifer (1,250 ft²/day).

Realization 15 simultaneously evaluates the sensitivity of alluvial aquifer sustainable yield to the two most sensitive parameters: specific yield and vertical hydraulic conductivity of the streambed. Sustainable yield from the alluvial aquifer is highly sensitive to Realization 15.

Simulated Time Period

Model simulated time represents 40-year water development scenarios with monthly stress periods. The 40-year period is based on a repeat of the last 20 years of river flow and evapotranspiration on the LCR, which is the driest 20 years on record (Figure B3). The development period projects from a steady initial condition.

² As it turns out, vertical K of the model layers is not a significant factor in the analysis because alluvial aquifer yield is not significantly sensitive to the presence of model layer 2.

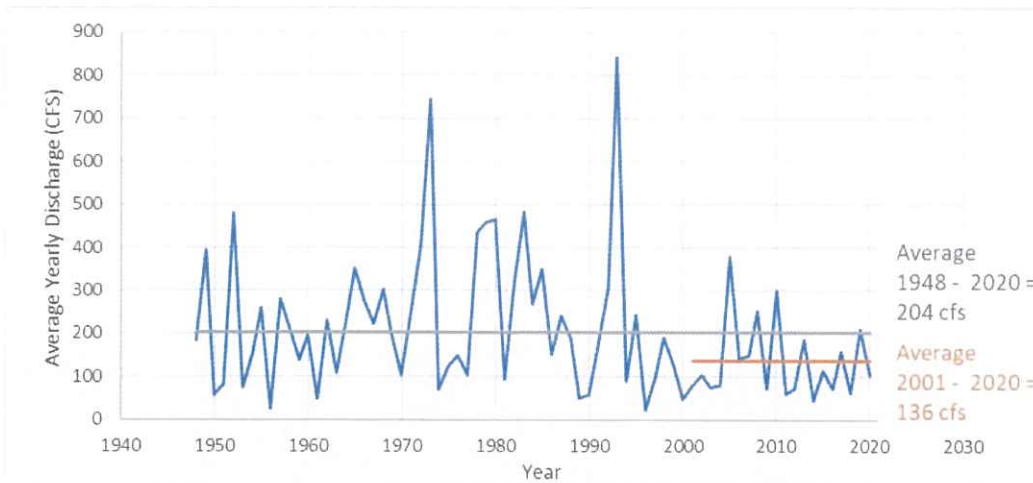


Figure B3. Historical record of flow at USGS Cameron gage on Little Colorado River.

Groundwater Inflow and Outflow

General head boundaries (GHB) are set on the upstream and downstream ends of the model domain to account for groundwater inflow and outflow to unmodeled portions of the alluvial aquifer. The parameter is set up by first specifying the head on the boundary and observing head and flow conditions in the model domain. We observed a head gradient of 4 feet per mile when simulated river flow is less than 1 cubic foot per second (cfs) and a head gradient of 5 feet per mile during months with greater river flow. The GHB is specified to project these conditions beyond the extent of the model domain. The gradient is referenced to the stream bed elevation at the model ends. The GHB transmissivity is 2850 ft²/d, which is similar to the Standard Case model.

Little Colorado River

The interaction of the LCR with the alluvial aquifer is simulated with the MODFLOW RIV6 Package. Data from the USGS Cameron flow gage indicates the LCR has been dry about 43 percent of the time over the last 20 years. The model concept is that the LCR naturally provides recharge to the alluvial aquifer. When wells divert water from the alluvial aquifer, stored water in the aquifer is removed, resulting in potential for a greater quantity of recharge than otherwise would occur without the groundwater development. That is, well diversions provide space in the aquifer that can be recharged from the LCR when it flows. Managing a limited-storage aquifer supply, such as the LCR alluvial aquifer, involves a balance between developing stored groundwater at a rate per well that can be reasonably sustained during periods when the river is not flowing, while also creating space in the aquifer that can be replenished when the river flows. Of course, additional water management operations can be implemented to store water during extended periods without river recharge; however, striving to develop a reliable supply from the aquifer is a prudent management approach.

Below we describe how the LCR is simulated in the model to account for recharge that occurs to the alluvial aquifer when the river flows. The active river area is shown on Figure B1.

We interpreted the active river area from remote sensing imagery (Sentinel scene S2A_MSIL2A_20200320T180031 on March 20, 2020 (ESA data,

<https://sentinels.copernicus.eu/web/sentinel/missions/sentinel-2>, via <https://cloud.google.com/storage/docs/public-datasets/sentinel-2>) on a day (Mar 20, 2020) with LCR mean monthly flow near 1,500 cfs, which results in an active stream area that envelopes most flood flows (the actual monthly average flow on Mar 20, 2020 was 1,470 cfs). That river condition is adjusted in the model based on the magnitude of river flow in the 40-year simulation. Additional detail is below.

The model simulates width and stage of the river under variable flow conditions. The active river area is based on USGS field data at the USGS Winslow Gage on the LCR (Figure B4).³ These channel width and depth relationships are applied to average monthly LCR flow values across the model reach for groundwater development scenarios.⁴ The average monthly flow values are derived from the difference in flow between the USGS Winslow and Cameron flow gages. The catchment for the model area represents 28 percent of the total catchment area between the two USGS gages.⁵ Accordingly, 28 percent of the average monthly flow change between the two gages represents a quantity of flow that defines a channel width and stage along the active river area in the model. Additionally, we subtract 19.7 cubic feet per second from river flow upstream of the model to account for 15,000 acre-feet per year (AFY) planned to be developed by the Navajo Nation in the Leupp and Birdsprings area alluvial aquifer (see Wood Report, p. 14).

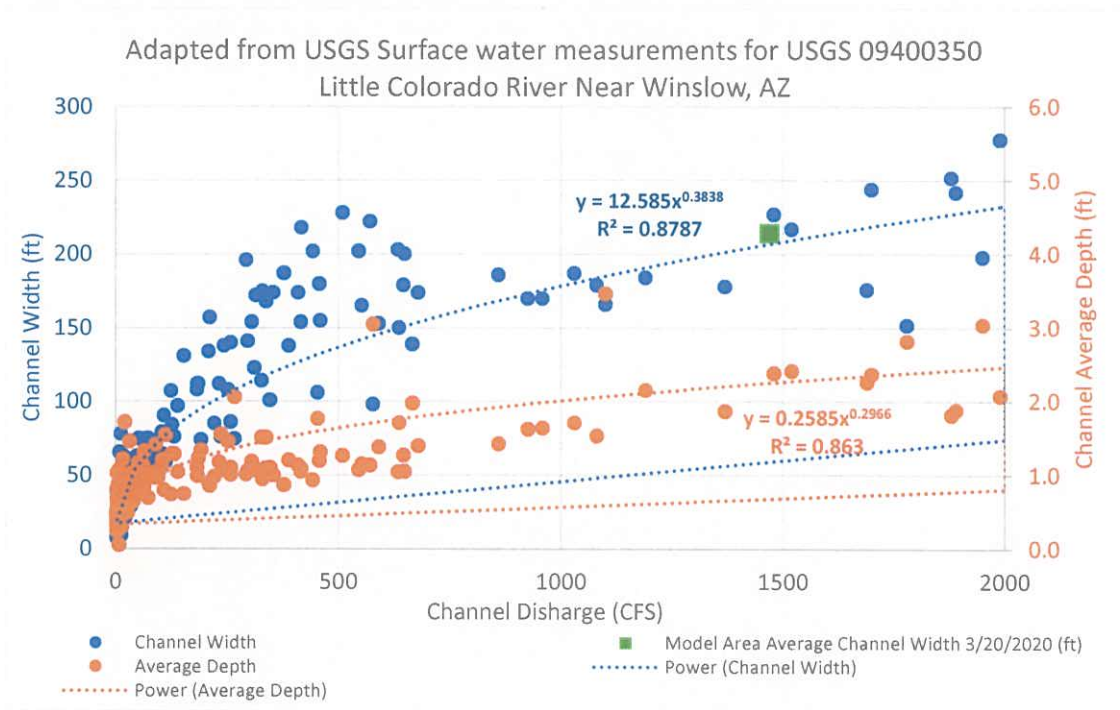


Figure B4. Little Colorado River channel geometry.

³ Monthly flow at Winslow and Cameron gages accessed Aug 18, 2020. Winslow Gage: https://waterdata.usgs.gov/nwis/inventory?agency_code=USGS&site_no=09400350, Cameron Gage: https://waterdata.usgs.gov/nwis/inventory?agency_code=USGS&site_no=09402000.

⁴ The average active channel width observed on remote sensing imagery on March 20, 2020 is charted on Figure B4 and shown to reasonably fit the flow/channel width relationship observed by the USGS at the Winslow gage.

⁵ Drainage areas of the Little Colorado River are derived from 30-meter digital elevation model data obtained from ESRI (ArcGIS Pro ... Ready To Us toolbox/Hydrology toolset: <https://pro.arcgis.com/en/pro-app/latest/tool-reference/ready-to-use/watershed.htm>).

Riparian Evapotranspiration

We inspected recent imagery and identified 1,053 acres of riparian vegetation (August 2021 Sentinel imagery (L2A_T12SVE_A023090_20210807T181027)). (ESA data, <https://sentinels.copernicus.eu/web/sentinel/missions/sentinel-2>, via <https://cloud.google.com/storage/docs/public-datasets/sentinel-2>). NASA manages and distributes data through its North American Land Data Assimilation System (NLDAS-2), which includes an estimation of potential evaporation and precipitation in the model area along the LCR. Details of the analyses are available at NASA, [https://disc.gsfc.nasa.gov/datasets/NLDAS FORA0125 H 002/summary](https://disc.gsfc.nasa.gov/datasets/NLDAS_FORA0125_H_002/summary). We subtracted precipitation from potential evaporation to quantify net evapotranspiration (ET) from the model area. The monthly values from Jan 2001 to Dec 2020 are shown on Figure B5. Net ET includes source water contributions from moisture content in the vadose zone and the root zone that accesses the regional water table. Accordingly, we analyze the net ET component of the model by considering the sensitivity of model results to the full net ET on Figure B5 and by scaling that quantity down to 50 percent and 25 percent (see the *Note* on Table B1). The modeled extinction depth is 15 feet below the land surface, which typically envelopes the root zone of salt cedar and willow (McAda and Barroll, 2002, p. 38, <https://pubs.er.usgs.gov/publication/wri20024200>).

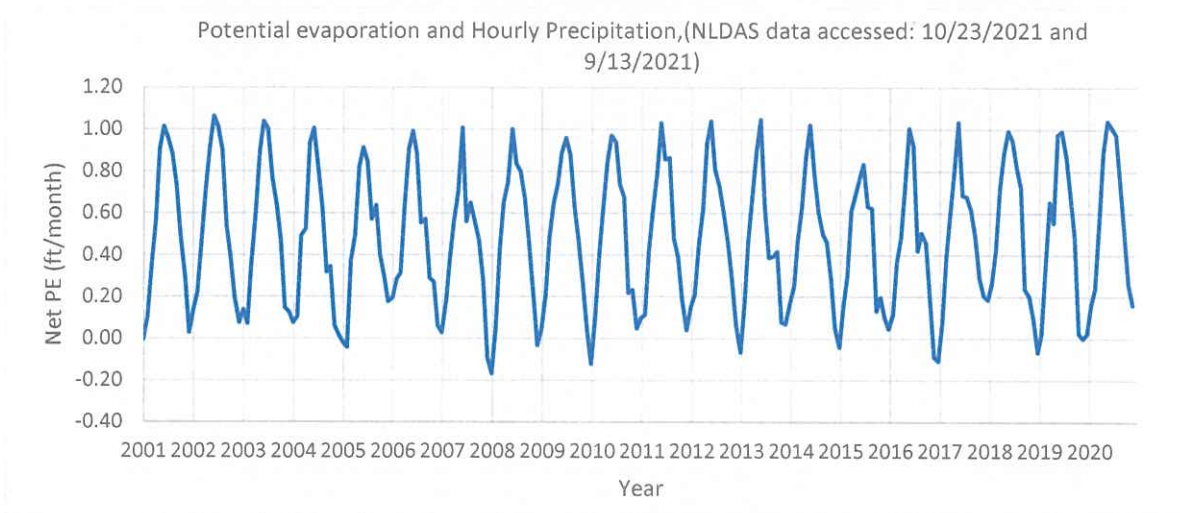


Figure B5. Net monthly potential evaporation.

MODEL FLOW BUDGET

A general flow budget for the model over the 40-year simulation period is shown on Figure B6, which is a stacked area chart of modeled flow components. The simulation represents an example baseline with ATC pumping 75 AFY. The pumping is represented in the Muli-Aquifer Well (MAW) component of MODFLOW 6. Other flow components include net General Head Boundary (GHB), net storage (aquifer specific yield (SY)), net river (interaction of the LCR with the

aquifer) and net ET (evapotranspiration from riparian vegetation). A key observation in behavior of the system is the balanced response between river recharge, aquifer storage and ET. After drier than average periods, aquifer water levels decrease. When the river floods, the water source recharges the aquifer resulting in rising water levels (increased aquifer storage) and an associated increase in ET.

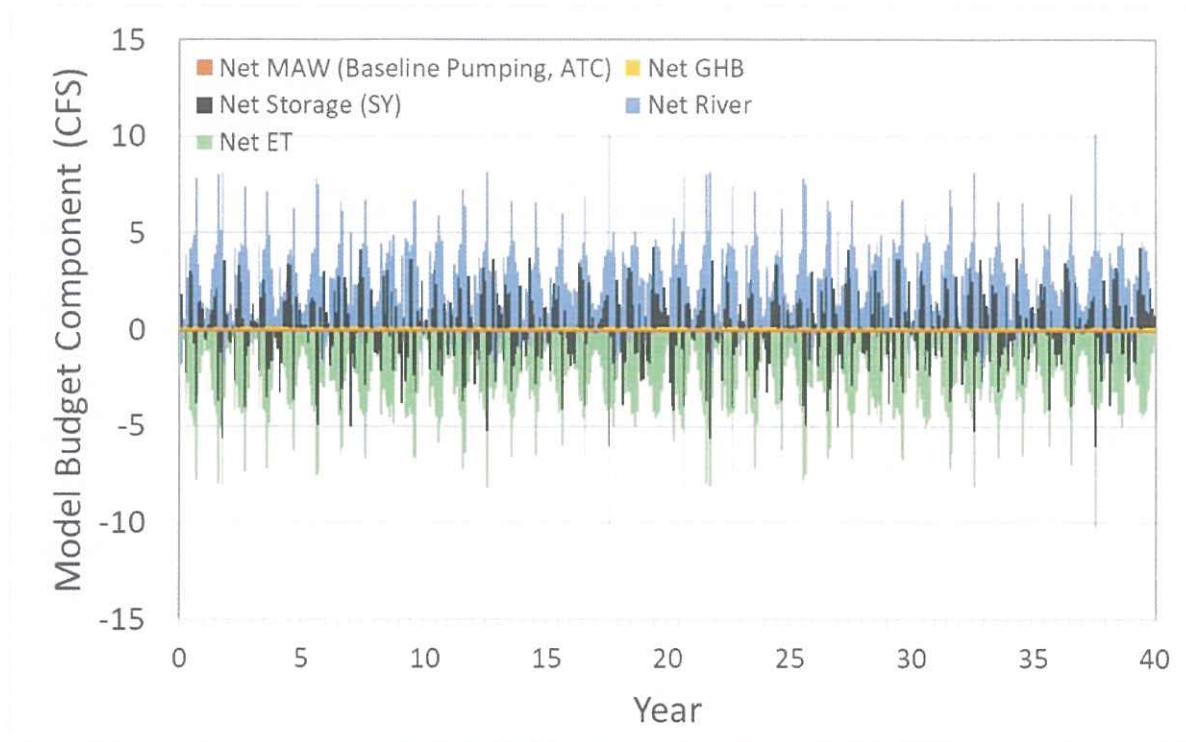


Figure B6. Monthly flow budget over 40 years.

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APPENDIX C - Model Scenario Results

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This appendix presents a set of charts that illustrate the method for interpreting the number of months that the target pumping rate is not met (see Table 1 on p. 14 the report). The approach involves using a pumping water level (PWL) that, over a 40-year simulation, is a combined average of the number of wells in the simulated wellfield and of the 15 realizations of the model. That number is then compared to the average pumping reserve of the of the 12-well pumping case for the Navajo Nation (NN) wellfield. The PWL lowering into the pumping reserve, represents a condition in which the well yield must decline to maintain net positive suction head (NPSH). Accordingly, we interpret the condition of the average pumping water level (described above) lowering into the pumping reserve to represent a case in which the target yield is not met. Summary charts for each of the four scenarios are below.

SCENARIO 1

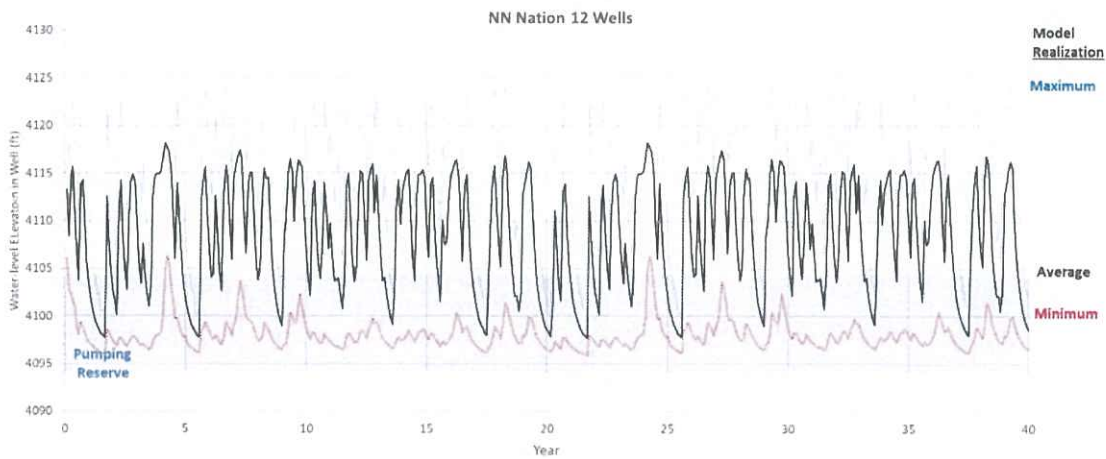


Figure C1. Scenario 1: Average PWL relative to pumping reserve in wellfield. The maximum and minimum PWLs from the 15 realizations are also shown to indicate range of PWL results.

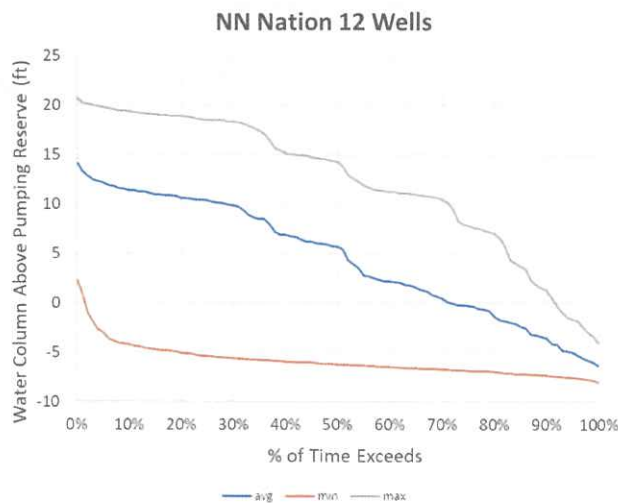


Figure C2. Scenario 1: Percent of time that average PWL is above the pumping reserve over the 40-year simulation.

SCENARIO 2

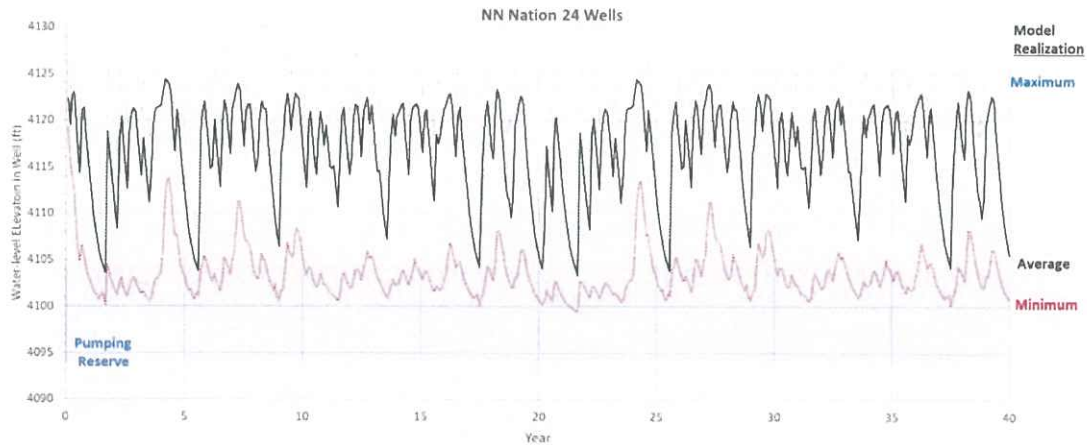


Figure C3. Scenario 2: Average PWL relative to pumping reserve in wellfield. The maximum and minimum PWLs from the 15 realizations are also shown to indicate range of PWL results.

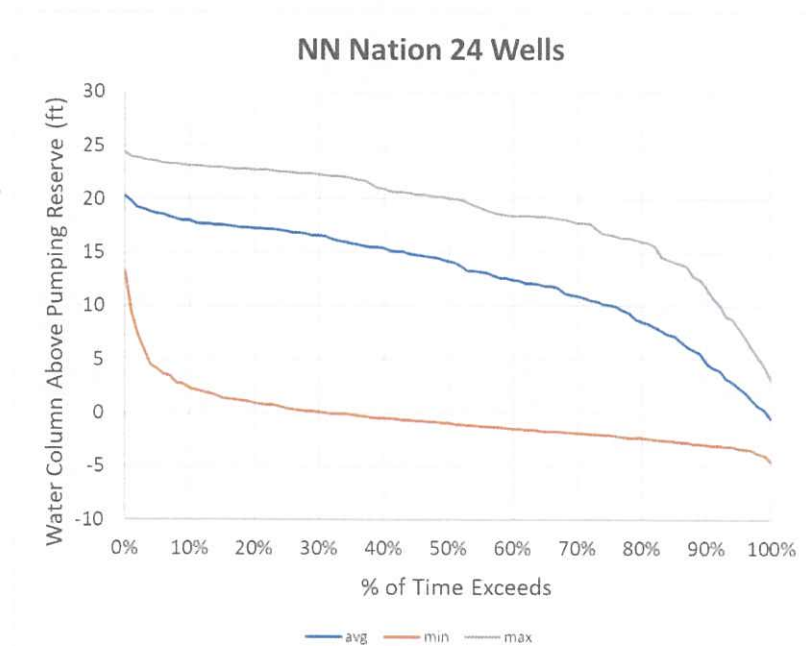


Figure C4. Scenario 2: Percent of time that average PWL is above the pumping reserve over the 40-year simulation.

SCENARIO 3

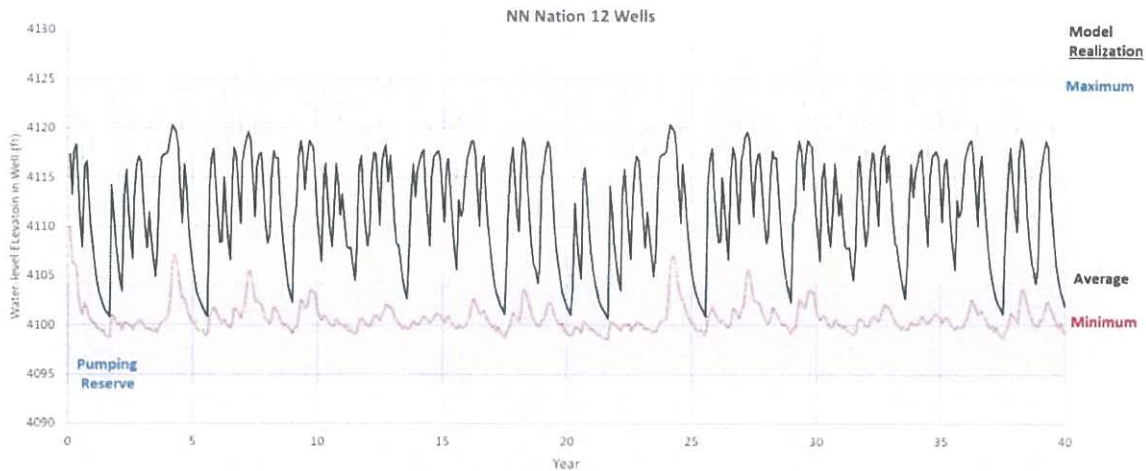


Figure C5. Scenario 3: Average PWL relative to pumping reserve in wellfield. The maximum and minimum PWLs from the 15 realizations are also shown to indicate range of PWL results.

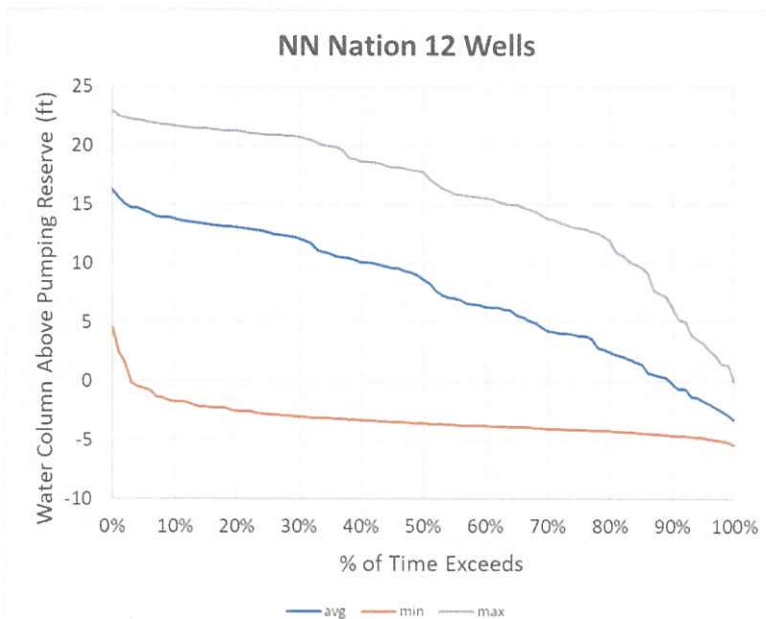


Figure C6. Scenario 3: Percent of time that average PWL is above the pumping reserve over the 40-year simulation.

SCENARIO 4

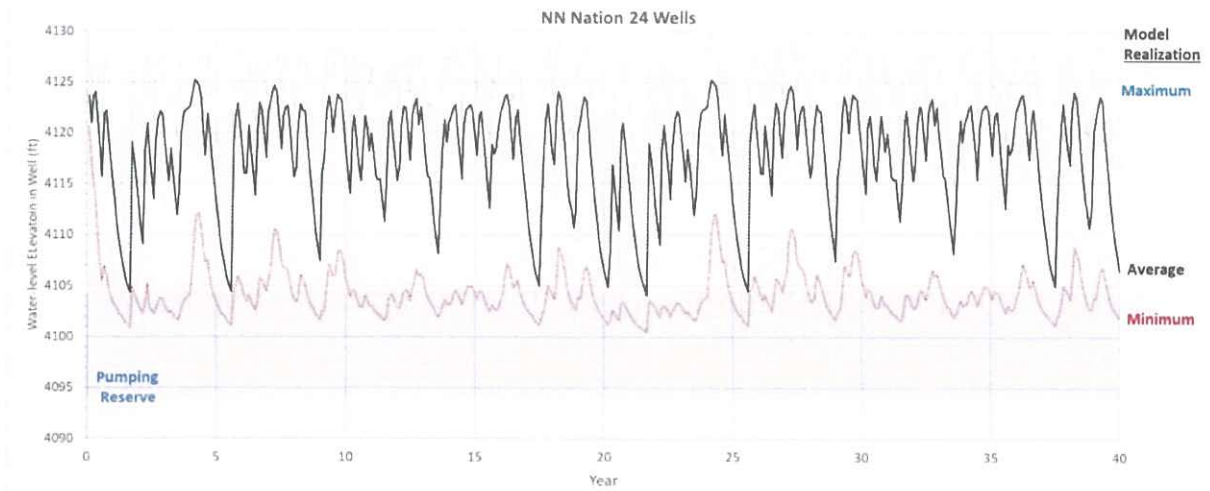


Figure C7. Scenario 4: Average PWL relative to pumping reserve in wellfield. The maximum and minimum PWLs from the 15 realizations are also shown to indicate range of PWL results.

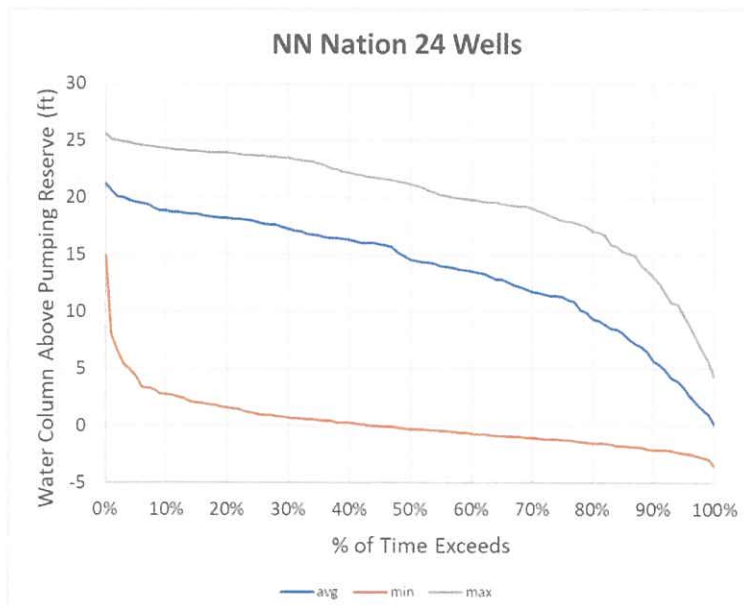


Figure C8. Scenario 4: Percent of time that average PWL is above the pumping reserve over the 40-year simulation.



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EXHIBIT 8.5.4

ATTACHED

**ABSTRACT OF ATKINSON TRADING COMPANY, INC.
Little Colorado River Adjudication**

ATKINSON TRADING COMPANY, INC.		
1.	Name of Reservoirs (Facility)	n/a
2.	Owner of Reservoir.	n/a
3.	Landowner.	Atkinson Trading Company, Inc. dba Cameron Trading Post
4.	Statement of Claimant No.(s)/Certificate	39-84050 39-88848 (Certificate 3930.0001)
5.	Statement of Claimant Name(s).	Atkinson Trading Company, Inc. d/b/a Cameron Trading Post
6.	Lessee or Permittee.	n/a
7.	Beneficial Use.	Domestic, Commercial, to support operation of the Cameron Trading Post
8.	Priority Date.	Pre-1919 (1916)
9.	Quantity.	24,000,000 gallons annually
10.	Places of Use.	Off-Reservation land owned in fee by the Atkinson Trading Company upon which is situated the Cameron Trading Post and associated facilities and infrastructure, including two water wells, described in Arizona Department of Water Resources Certificate of Water Right 3930.0001 as land within the SW1/4SE1/4 and the SE1/4SE1/4, the wells located as within the NW1/4SE1/4 all being within Section 22, Township 29 North, Range 9 East, Gila and Salt River Base and Meridian, Coconino County, Arizona; comprising approximately 141 acres and as more particularly described in the map attached hereto.

**CONFIDENTIAL RULE 408
SETTLEMENT DRAFT**
Submitted for settlement proposal only.

DRAFT DATED MARCH 5, 2024

ATKINSON TRADING COMPANY, INC.		
11.	Points of Diversion.	Two wells located within the following: NW ¼ SE ¼, Section 22, Township 29' North, Range 9 East, Gila and Salt River Basin and Meridian, Coconino County, Arizona
12.	Source of Water.	Little Colorado River



Little Colorado River

89

Atkinson Trading Co. Wells

Atkinson Trading Co. /
Cameron Trading Post Fee Property

Flagstaff
(Approx. 50 mi)



0.5 Mile

0

EXHIBIT 8.8.2

ATTACHED

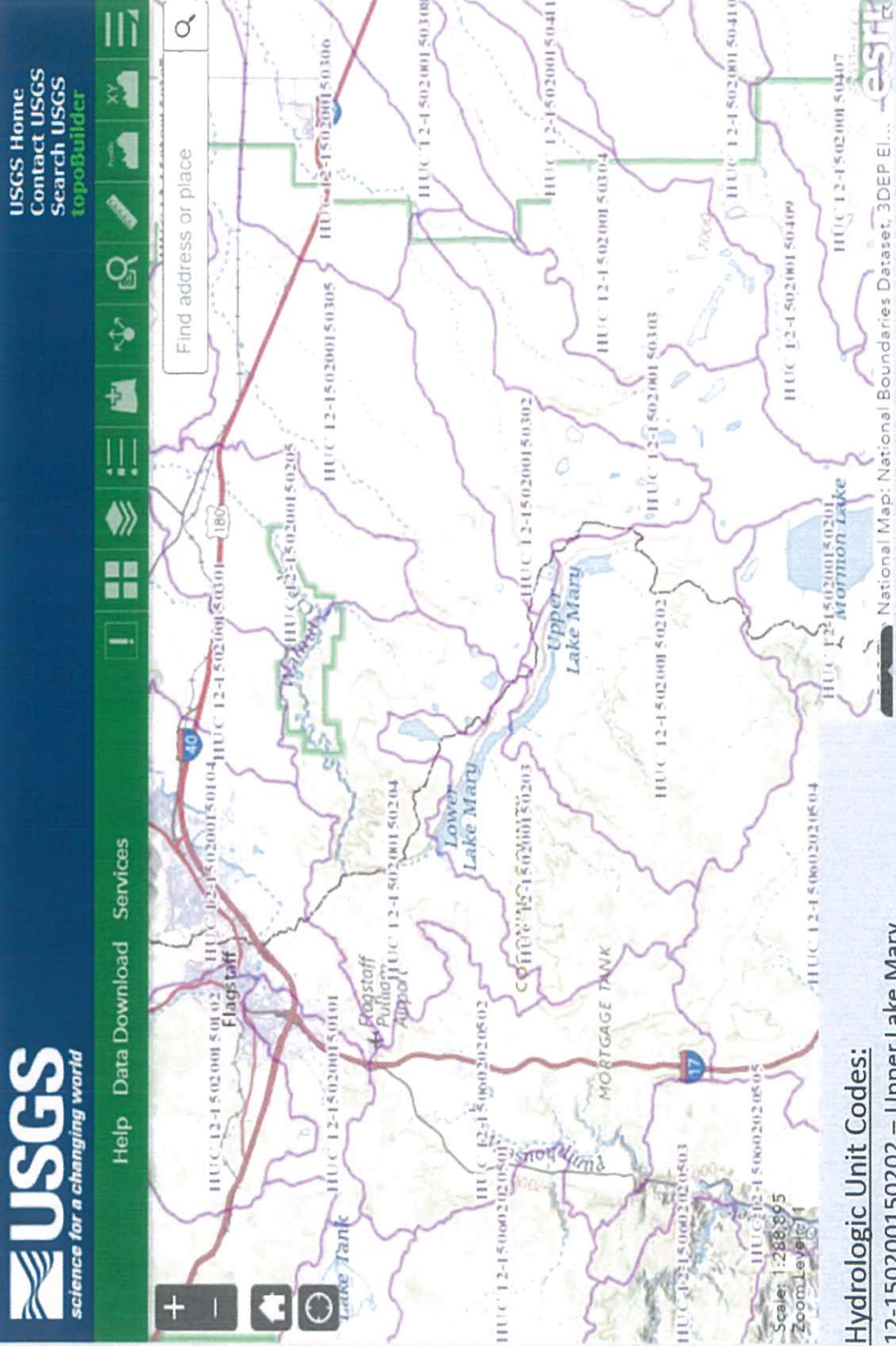
EXHIBIT 8.8.3

ATTACHED

Northeastern Arizona Indian Water Rights Settlement

EXHIBIT 8.8.3

Map of Lake Mary Watershed



Hydrologic Unit Codes:

- 12-150200150202 – Upper Lake Mary
- 12-150200150203 – Lower Lake Mary
- 12-150200150204 – downstream of Lower Lake Mary

Basemap Image from the U.S. Geological Survey

EXHIBIT 9.10

ATTACHED

EXHIBIT 9.10

Certain Agreements Among the United States, the Hopi Tribe, the Navajo Nation, Bar T Bar, and the Arizona State Land Department Concerning Underground Water and Related Rights and Obligations in the Navajo Hopi C-Aquifer Pumping Restriction Area and Bar T Bar Ranch

EXHIBIT 9.10

CERTAIN AGREEMENTS AMONG THE UNITED STATES, THE HOPI TRIBE, THE NAVAJO NATION, BAR T BAR,
AND THE ARIZONA STATE LAND DEPARTMENT CONCERNING UNDERGROUND WATER AND RELATED
RIGHTS AND OBLIGATIONS IN THE NAVAJO HOPI C-AQUIFER PUMPING RESTRICTION AREA AND BAR T
BAR RANCH

1. Reference to the Agreement. This Exhibit 9.10 is attached to and a part of that certain Northeastern Arizona Indian Water Rights Settlement Agreement (the "Agreement").
2. Parties. The parties to this Exhibit 9.10 are the United States acting as trustee for the Hopi Tribe, the United States acting as trustee for the Navajo Nation, the Hopi Tribe, the Navajo Nation, Bar T Bar Ranch, Inc., Bar T Bar Ranch Company, LP, Meteor Crater Enterprises, Inc. (Bar T Bar Ranch, Inc., Bar T Bar Ranch Company, LP, Meteor Crater Enterprises, Inc., collectively hereinafter referred to as "Bar T Bar") and the Arizona State Land Department. The terms of this Exhibit 9.10 are binding on the parties to this Exhibit 9.10 and their successors and assigns in perpetuity. For purposes of this Exhibit 9.10, reference to any named party refers to the named party and third parties acting on its behalf.
3. Definitions. Initially capitalized terms not otherwise defined in this Exhibit 9.10 shall have the meanings ascribed to such terms in the Agreement. Shorthand references in this Exhibit 9.10 to "T[##]N R[##]E" refer to Townships and Ranges, Gila and Salt River Base and Meridian, Coconino County, Arizona.
4. Conflict or Inconsistency. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Exhibit 9.10, the terms of this Exhibit 9.10 shall govern and control.
5. Navajo Hopi C-Aquifer Pumping Restriction Area. In addition to the "Bar T Bar Ranch Pumping Restriction Area" (defined below), this Exhibit 9.10 pertains to certain land and related rights owned as of the Effective Date by (i) the United States in trust for the benefit of the Hopi Tribe, (ii) the United States in trust for the benefit of the Navajo Nation, (iii) the Hopi Tribe, (iv) the Navajo Nation, and (v) the Arizona State Land Department, within the geographic area described as follows:
 - a. T20N R11E.
 - b. T20N R12E, except those portions of Sections 24 and 36 outside Arizona State Land Department Grazing Lease 05-474 (attached to this Exhibit 9.10 as Attachment A).
 - c. Sections 10, 11, 13, 14, 15, 23 and 24, T20N R12.5E, except those portions of Sections 10 and 14 lying northeast of the centerline of the BNSF railroad right of way.
 - d. Sections 19, 29 and 30, T20N R13E, except those portions of Section 30 lying northeast of the centerline of the BNSF railroad right of way.
 - e. Sections 20, 29, 30, 31 and 32, T21N R11E.
 - f. Portions of Section 19, T21N R11E.

The geographic area described in this paragraph 5 is hereinafter referred to as the “Navajo Hopi C-Aquifer Pumping Restriction Area” and is depicted in Figure 1 attached to this Exhibit 9.10 and incorporated herein by this reference.

6. Buffer Zone 1 and Buffer Zone 2 Not Applicable. Without limiting the generality of paragraph 4 of this Exhibit 9.10, Buffer Zone 1 and Buffer Zone 2 do not include, and Subparagraphs 9.4, 9.5, 9.6, 9.7, 9.8 and 9.9 of the Agreement shall have no application to, land within the Navajo Hopi C-Aquifer Pumping Restriction Area that is leased, owned, or otherwise controlled by the Hopi Tribe, or has been condemned for the benefit of the Hopi Tribe, or is held in trust by the United States for the benefit of the Hopi Tribe, regardless of when such lease, ownership, control, or trust status commences.
7. Hopi Tribe Buffer North. Following the Effective Date, no new Non-Exempt Wells shall be drilled in:
 - a. The north one mile of Sections 1 and 3, or anywhere in Sections 2 and 4, T20N R11E.
 - b. The north one mile of Sections 1, 3, and 5, or anywhere in Sections 2 (to the extent included with the Navajo Hopi C-Aquifer Pumping Restriction Area), 4 and 6, T20N R12E.

The geographic area described in this paragraph 7 is depicted in Figure 1 and identified in Figure 1 as the “Hopi Tribe Buffer North.”

8. Hopi Tribe Buffer West. Following the Effective Date, the Hopi Tribe shall not drill any new Non-Exempt Wells as follows in T21N R11E:
 - a. Within a 0.75 mile radius of the Wells registered with ADWR as Well No. 55-220247 and Well No. 55-220248 (the “Protected Wells”) as depicted in Figure 2 attached to this Exhibit 9.10 and incorporated herein by this reference.
 - b. Within one mile of the western boundary of the 1934 Navajo Reservation and north of the Protected Wells in Sections 19 and 20.
 - c. Within Section 32 outside the western boundary of the 1934 Navajo Reservation and south of the Protected Wells.

The geographic area described in this paragraph 8 is depicted in Figure 2 and identified in Figure 2 as the “Hopi Tribe Buffer West.”

9. Limitation on Hopi Pumping. The Hopi Tribe may pump an amount of Underground Water not to exceed 6,570 AFY, collectively, from the following areas:
 - a. “Hopi Tribe Buffer South,” which means the geographic area between Hopi Tribe Buffer North and 6 miles south and west of the southern boundary of the Navajo Reservation encompassed within T20N R11E, T20N R12E, T20N R12.5E, and T20N R13E as depicted in Figure 1.
 - b. Hopi Tribe Buffer West insofar as there are existing Non-Exempt Wells within this buffer as of the Effective Date, such as the Hopi Bluebird Well.

New Exempt Wells are not limited or restricted in the Navajo Hopi C-Aquifer Pumping Restriction Area or elsewhere on Hopi fee land or land held in trust by the United States for the benefit of the Hopi Tribe.

10. Location, Use, and Capacity of Hopi Wells. The Hopi Tribe's Wells in Hopi Tribe Buffer South and in Section 31, T21N R11E, shall not be subject to any limits on use (individually or collectively for any one or more uses), location, or individual Well capacity; provided, however, that the Hopi Bluebird Well shall not exceed a pumping capacity of 450 GPM, and the Hopi Bluebird Well may only be replaced with a Well limited to a pumping capacity of 450 GPM or less, located at a site no farther than 660 feet from the location of the Hopi Bluebird Well as of the Effective Date. The Hopi Bluebird Well may be operated in conjunction with the replacement Well as long as the combined Underground Water withdrawal from both Wells does not exceed 450 GPM.
11. Bluebird Buffer. Following the Effective Date, neither the Navajo Nation nor the Arizona State Land Department shall drill any new Non-Exempt Wells within 0.50 miles of the Hopi Bluebird Well (as located as of the Effective Date). The boundary of the geographic area described in this paragraph 10 is depicted in Figure 2 by the partial blue circle identified as the "Hopi Bluebird well ½ mile buffer."
12. Bar T Bar Ranch Pumping Restriction Area. Without limiting the generality of paragraph 4 of this Exhibit 9.10, Buffer Zone 2 does not include, and Subparagraphs 9.4, 9.5, 9.6, 9.7, 9.8 and 9.9 of the Agreement shall have no application to land within the "Bar T Bar Northern Restrictive Area" (as depicted in Figure 3 attached to this Exhibit 9.10 and incorporated herein by this reference) or the "Bar T Bar Southern Restrictive Area" (as depicted in Figure 3 attached to this Exhibit 9.10 and incorporated herein by this reference) (collectively, "Bar T Bar Ranch Pumping Restriction Area"). Instead, Bar T Bar shall limit pumping in the Bar T Bar Ranch Pumping Restriction Area as follows:
 - a. Bar T Bar has five Existing Wells within the Bar T Bar Ranch Pumping Restriction Area, as depicted in Figure 3. These Existing Wells include four wells each having a 6-inch casing diameter (Covid, Trailer Park, Rimmy Jim and Dennison wells, collectively called "the 6-Inch Wells") and one with an 8-inch diameter ("the Museum Well").
 - b. The 6-Inch Wells shall each be limited to pumping a maximum of 100 AFY.
 - c. The Museum Well shall be limited to pumping a maximum of 175 AFY.
 - d. Water pumped from Bar T Bar's five Existing Wells within the Bar T Bar Ranch Pumping Restriction Area shall only be used on the lands within the Bar T Bar Ranch Pumping Restriction Area.
 - e. The five Existing Wells within the Bar T Bar Ranch Pumping Restriction Area may be replaced with a Well limited to the same capacity as the original Existing Well, provided that the replacement Well is located at a site no more than 660 feet from the location of the Existing Well to be replaced. The original Existing Well may be operated in conjunction with the replacement Well so long as the combined withdrawal for both Wells does not exceed 100 AFY or 175 AFY, as applicable.
 - f. Bar T Bar shall not drill any New Wells in the Bar T Bar Ranch Pumping Restriction Area prior to the Effective Date.

- g. After the Effective Date, Bar T Bar shall limit combined pumping from new Non-Exempt Wells in the Bar T Bar Ranch Pumping Restriction Area to no more than 4000 AFY.
 - h. New Non-Exempt Wells in the Bar T Bar Northern Restricted Area shall be limited to a pumping capacity of 500 GPM or less, with a cumulative cap of 3000 GPM, which 3000 GPM cap is included in and not in addition to the 4000 AFY cap described in paragraph 12(g). Water pumped from the Bar T Bar Northern Restricted Area shall only be used on the lands within the Bar T Bar Ranch Pumping Restriction Area.
 - i. New Non-Exempt Wells in the Bar T Bar Southern Restrictive Area may be of any size, and Water pumped from new Non-Exempt Wells in the Bar T Bar Southern Restrictive Area may be used anywhere in the LCR watershed.
 - j. New Exempt Wells are not limited or restricted in the Bar T Bar Ranch Pumping Restriction Area.
 - k. Nothing in this agreement shall limit pumping on lands owned by Bar T Bar outside of the Bar T Bar Ranch Pumping Restriction Area.
13. Amendments and Waivers. Any amendments to this Exhibit 9.10 must be in writing and signed by all of the parties to this Exhibit 9.10. No provision of this Exhibit 9.10 shall be waived except by a written instrument unambiguously setting forth the matter waived and signed by the party against which enforcement of such waiver is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.
14. Paragraph Headings. The Paragraph titles used in this Exhibit 9.10 are for convenience only and shall not be considered in the construction of this Exhibit 9.10.

Signature Pages Follow

THE UNITED STATES OF AMERICA

By: _____

Dated: _____

Secretary of the Interior

HUPI TRIBE

By: _____

Dated: _____

Chairman

Attest: _____

Approved as to form:

Attorney

SIGNATURE AUTHORITY

The undersigned representatives of the Navajo Nation to this Agreement certify that he and she are fully authorized to enter into the terms and conditions of this Agreement, to execute it, and to bind the Navajo Nation to this Agreement.

Navajo Nation

This Agreement is executed by the Navajo Nation, acting through its President and its Attorney General.

IN WITNESS WHEREOF, the Navajo Nation has executed this Agreement on the dates provided below.

THE NAVAJO NATION

By: _____
Buu Nygren, President

Date: _____

By: _____
Ethel Branch, Attorney General

Date: _____

BAR T BAR RANCH, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

BAR T BAR RANCH COMPANY, LP

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

METEOR CRATER ENTERPRISES, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

ARIZONA STATE LAND DEPARTMENT

By: _____

Title: _____

Dated: _____

Attachment A

State Grazing Lease 04-574

**STATE LAND DEPARTMENT
STATE OF ARIZONA**

GRAZING LEASE

Lease No. 05-474

THIS GRAZING LEASE ("Lease") is entered into by and between the State of Arizona ("Lessor") by and through the Arizona State Land Department ("Department") and

THE HOPI TRIBE

as ("Lessee"). In consideration of the payment of rent and of performance by the parties of each of the provisions set forth herein, the parties agree as follows:

**ARTICLE 1
SUBJECT LAND**

1.1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for the term, at the rent, and in accordance with the provisions of this Lease that State Land described in Appendix A attached hereto ("the Subject Land") for the uses and purposes specified in Article 4.

1.2 Lessee makes use of the Subject Land "as is" and Lessor makes no express or implied warranties as to the physical condition of the Subject Land.

**ARTICLE 2
TERM**

2.1 The term of this Lease commences on February 5, 2017, and ends on February 4, 2027, unless terminated earlier as provided in this Lease.

**ARTICLE 3
RENT**

3.1 Lessee shall pay rent to Lessor for the use and occupancy of the Subject Land during the term of this Lease without offset or deduction and without notice or demand, as established, on an annual basis.

3.2 The annual base rent shall be set by Lessor in the manner established by law and paid in advance each year.

05-GRAZ 593 (REV. 5/2013)

3.3 Each billing year in advance, Lessee shall inform Lessor, on forms to be provided by Lessor, whether Lessee intends to make full use, partial use or total non-use of the maximum allowable animal-unit-months for the Subject Land, so that the correct amount of rent may be billed by the Lessor. Lessee shall inform Lessor in writing of any subsequent change in the number of animal-unit-months which Lessee intends to use. If Lessee fails to provide Lessor with this information within the time stated in the form provided by Lessor, Lessee shall pay full-use rent.

3.4 There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

3.5 Prior to the time a rent payment, annual or otherwise, is due, upon Lessee's written request, Lessor at its discretion may extend the time for payment for an additional period not to exceed 90 days. There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

3.6 If the annual rent is at any time one calendar year in arrears, this Lease shall automatically terminate, without right of appeal by Lessee or any leasehold mortgagee, and Lessor shall proceed to cancel it on the records of the Department.

ARTICLE 4 USE OF SUBJECT LAND

4.1 The Subject Land is leased to the Lessee for the purposes of ranging livestock and for uses related thereto and no other use, except as approved in writing by Lessor after written application by Lessee.

4.2 Feedlot operations on the Subject Land are prohibited, but this shall not be construed to prevent the temporary or supplemental feeding of livestock.

ARTICLE 5 LIVESTOCK CARRYING CAPACITY

5.1 The livestock carrying capacity for the Subject Land shall be determined by the Lessor and may be adjusted from time to time, subject to the appeal rights of Lessee as provided by law. The appraised carrying capacity of the Subject Land shall not be exceeded during any billing year unless Lessee obtains the prior written permission of Lessor and agrees to pay the additional fees determined by Lessor.

ARTICLE 6
DUTY TO INFORM LESSOR OF TOTAL RANCH HOLDINGS

6.1 At the time of making application for the Lease, Lessee shall disclose to Lessor, on a form provided by Lessor, the total acreage used for grazing within the ranch unit or units of which the Subject Land is a part. This shall include, in addition to the Subject Land, any federal land which Lessee grazes pursuant to a written lease or permit any private land owned by or used by Lessee, with a designation as to which private lands are used pursuant to written agreement. In addition, Lessee shall show, on a map form supplied by or acceptable to Lessor: (1) the approximate location of all fence lines and man-made water sources and (2) the land ownership status (state, federal, or private) of the ranch unit or units of which the land covered by this Lease is a part.

6.2 In any determination as to whether the carrying capacity of the Subject Land has been exceeded, no claimed grazing use of private or federal lands within the ranch unit or units which have not been disclosed as part of the ranch unit or units shall be considered.

6.3 For purposes of determining whether the Lessee has remained within the authorized carrying capacity under this Lease, it shall be presumed that all land within a fenced pasture (whether state, federal or private) has been grazed to the same extent by livestock placed in that pasture unless Lessee or Lessor can, based upon range suitability and management practices, demonstrate to the contrary.

ARTICLE 7
RECORDS

7.1 Lessee shall keep records showing the numbers of Lessee's livestock of different classes on the ranch unit or units, the dates put on and removed and estimated death loss.

7.2 Such records shall be retained for a minimum period of three years.

7.3 The Lessor may, upon reasonable notice to the Lessee, require the production of the records described in Paragraph 7.1 above. In the event a dispute arises concerning the numbers of cattle grazed, the Lessee shall keep all documents and records until the dispute is finally resolved.

ARTICLE 8
TAXES; ADDITIONAL AMOUNTS

8.1 Lessee shall pay all assessments and charges for utilities and communication services, and assessments imposed pursuant to any construction on the Subject Land, all permit and authorization fees, all taxes, duties, charges and assessments of every kind of nature imposed by any public, governmental or political subdivision authority pursuant to

any currently or subsequently enacted law, ordinance, regulation or order, which during the term of this Lease, become due or are imposed upon, charged against, measured by or become a lien on (a) the Subject Land, (b) any improvements or personal property of the Lessee located on the Subject Land, (c) the interest of the Lessee to this Lease or in the proceeds received by Lessee from any assignment or sublease of the Subject Land.

8.2 Lessee shall pay or cause to be paid all amounts required to be paid under Paragraph 8.1 before any interest, penalty, fine or cost accrues for nonpayment.

ARTICLE 9
WAIVER

9.1 Acceptance of rent payments by Lessor shall not constitute a waiver by Lessor of any violation by Lessee of the provisions of this Lease.

9.2 No waiver of a breach of any provision of this Lease shall be construed as a waiver of any succeeding breach of the same or any other provision.

ARTICLE 10
IMPROVEMENTS

10.1 All buildings, fences, wells, pumps, pipelines, corrals, pens, range improvement practices (i.e., root plowing, land imprinting, clearing, etc.) and other structures of every kind and nature which exist, at anytime, on, above, or below the Subject Land or on a portion thereof and which are not portable in nature are considered "improvements" under this Lease.

10.2 Lessee may construct improvements on the Subject Land if: (a) Lessee has filed an Application to Place Improvements with Lessor, attaching any necessary written approvals from regulatory authorities; and (b) Lessor has granted written approval for the construction of such improvements.

10.3 Any improvements placed on the Subject Land which have not been approved as required by Paragraph 10.2 shall be forfeited to and become property of the Lessor, and Lessee shall be liable to Lessor for all damage to the Subject Land caused by such unauthorized improvements and for any expenses incurred by the Lessor in restoring the Subject Land.

10.4 Lessee shall have the right to remove all of its personal property which can be removed without damaging the Subject Land within 60 days prior to, or 90 days following the Expiration Date or the earlier termination of the Lease.

10.5 Improvements placed on the Subject Land shall conform to all applicable federal, state, county and municipal laws and ordinances.

10.6 All improvements placed upon the Subject Land by Lessee in conformance with Paragraph 10.2 shall be the property of Lessee or any successor in interest ("Owner") and shall, unless they become the property of Lessor, be subject to assessment for taxes in the name of the Owner, as other property.

10.7 The Lessee or Owner shall be entitled to reimbursement for improvements authorized in accordance with Paragraph 10.2 by any subsequent lessee or purchaser of the Subject Land upon expiration of this Lease as provided by A.R.S. § 37-322.02 or any successor statute, subject to any rights acquired by the Lessor under Paragraph 3.4.

ARTICLE 11
LESSEE'S COOPERATION; INGRESS AND EGRESS

11.1 Lessee shall cooperate with Lessor in Lessor's inspection, appraisal and management of the Subject Land and permit reasonable access by Lessor's employees to isolated State Land across Lessee's private land during the term of this Lease.

11.2 Lessee shall not interfere with the authorized activities of Lessor's employees, agents, licensees or other lessees or permittees on the Subject Land.

ARTICLE 12
LESSEE SHALL NOT PERMIT LOSS OR WASTE

12.1 Lessee shall not cause nor grant permission to another to cause any waste or loss in or upon the Subject Land. Lessee, its employees and agents shall not cut, consume or remove any timber, or standing trees that may be upon the Subject Land, without the prior written consent of Lessor, except that Lessee may cut wood for fuel for domestic uses and authorized improvements on the Subject Land. Nothing herein shall permit the cutting of saw timber for any purpose.

ARTICLE 13
NATIVE PLANTS AND CULTURAL RESOURCES

13.1 Lessee shall comply with the provisions of the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) and with Arizona laws relating to archaeological discoveries (A.R.S. § 41-841 et seq., or any successor statutes). Lessee shall not disturb any cacti or other protected native plants nor disturb any ruins, burial grounds or other archaeological sites except as may be permitted by these laws.

ARTICLE 14
LESSEE SHALL PROTECT THE LAND, PRODUCTS AND IMPROVEMENTS

14.1 Lessee is hereby authorized to use means which are reasonable and which do not result in a breach of the peace or in creating a concealed hazard, to protect the Subject Land and improvements against waste, damage and trespass.

14.2 In the event of known trespass on the Subject Land resulting in damage thereto, Lessee shall make reasonable efforts to notify Lessor and appropriate law enforcement authorities.

ARTICLE 15

ASSIGNMENT, SUBLEASE, PASTURAGE AGREEMENT AND ENCUMBRANCE

15.1 Lessee, if not in default in the payment of rent and having kept and performed all the conditions of this Lease may, with the written consent of Lessor, assign this Lease. An assignment of this Lease shall not be made without the consent of all lienholders of record. In the event of assignment of this Lease, Lessee shall file with Lessor a copy of applications for transfer of all certificates for stockpounds on the Subject Land to assignee, as agent for the State of Arizona, showing that the applications have been filed with the appropriate governmental agency.

15.2 Lessee shall not sublease or sell or lease pasturage to lands included in the Lease without first obtaining the written consent of Lessor. Subleasing by the sublessee, or pasturing of animals not branded with the sublessee's brands, is not allowed. The term "sublease" includes the transfer of control of all or part of the ranch unit or units containing the Subject Land. Not with-standing any sublease, Lessee shall remain responsible to the Lessor for the performance of the provisions of this Lease. In no event may this Lease be sublet unless all rent due has been paid and all provisions of this Lease are complied with.

15.3 This Lease authorizes only the grazing of livestock bearing the registered brand(s) of Lessee or Lessee's immediate family. If Lessee wishes to permit the grazing of livestock bearing any other brands pursuant to pasturage agreements of any kind, Lessee must so inform Lessor prior to the release of such livestock on the Subject Land.

15.4 Copies of all assignments, subleases, or pasturage agreements pertaining to the Subject Land shall be filed with the Lessor.

15.5 In the event, this Lease is canceled or terminated prior to the expiration date any sublease or pasture agreement shall automatically terminate on the date the Lease is terminated.

ARTICLE 16

RESERVATIONS, RELINQUISHMENTS TO UNITED STATES

16.1 Lessor excepts and reserves out of the grant hereby made, all oils, gases, geothermal resources, coal, ores, minerals, fossils, fertilizers, common mineral products and materials, and all natural products of very kind that may be in or upon the Subject Land any legal claim existing or which may be established under the mineral land laws of the United States or the State of Arizona.

16.2 Lessor reserves the right to execute leases, permits, or sales agreements covering the Subject Land for the purpose of entering upon and prospecting for, and the extraction of such reserved materials.

16.3 Lessor reserves the right to grant rights of way, easements and sites over, across, under or upon the Subject Land for public highways, railroads, utility lines, pipelines, irrigation works, flood control, drainage works, logging and other purposes.

16.4 Lessor reserves the right to relinquish to the United States land needed for irrigation works in connection with a government reclamation project and to grant or dispose of rights of way and sites for canals, reservoirs, dams, power or irrigation plants or works, railroads, tramways, transmission lines or any other purpose or use on or over the Subject Land.

16.5 In the event of such relinquishment, grants or disposal, the Lessee waives all right to any compensation whatsoever as against the Lessor except as may be allowed under the provisions of Article 17, and as limited therein.

ARTICLE 17 CONDEMNATION AND EMINENT DOMAIN

17.1 If at any time during the duration of this Lease the whole or any part of the Subject Land shall be taken for any quasi-public or public purpose by any person, private or public corporation, or any governmental agency having authority to exercise the power of condemnation or eminent domain pursuant to any law, this Lease shall expire on the date when the leased property is taken or acquired as to the leased property so taken or acquired. Except as set forth below, the rights of Lessee and Lessor to compensation for such taking shall be as provided by law. The Lessee shall have no compensable right or interest in the real property being condemned or interest in the unexpired term of this Lease or any renewal except as provided by law and in any event no interest greater than 10 percent of the total award for the land. The Lessor shall be entitled to and shall receive any and all awards for severance damages to remaining proceedings concerning the Subject Land. Lessee shall have the right to (1) prorated reimbursement for prepaid rent, (2) any and all awards for payments made for any authorized improvements which are taken, and (3) severance damages for any damage to Lessee's remaining ranch operation resulting from the taking.

ARTICLE 18 WATER RIGHTS

18.1 The Lessee shall be entitled to the use on the Subject Land of groundwater as defined in A.R.S. § 45-101, or any successor statute, for purposes consistent with this Lease. If the Lessee shall develop any groundwater on the Subject Land, he shall not acquire any rights with respect to the groundwater, except the right to use such water in accordance with applicable law, on the Subject Land during the term of this Lease.

18.2 If the Lessee uses, on the Subject Land, groundwater from a source not on the Subject Land, that use alone shall not (1) cause such water or any rights with respect to that water to be appurtenant to the Subject Land, or (2) affect in any way the Lessee's rights with respect to the water.

18.3 The rights of the Lessor and the Lessee concerning the application for an establishment of any rights with respect to surface water as defined in A.R.S. § 45-101, or any successor statute, shall be governed by the laws of the State of Arizona.

18.4 Nothing in the provisions of this Lease shall affect the validity of any rights established by or for the Lessor or Lessee with respect to surface water, as defined in A.R.S. § 45-101, prior to the Commencement Date of this Lease.

18.5 The application for and establishment by the Lessor or Lessee (as agent of the State of Arizona) of any water rights shall be for the State of Arizona; such rights shall attach to and become appurtenant to the Subject Land.

18.6 Notwithstanding Paragraph 18.5 above, the Lessee, as agent of the State of Arizona, shall be entitled to any certificate of water right, issued pursuant to the Stockpond Registration Act, A.R.S. § 45-271 through 45-276 (as it may be amended) relating to a stockpond constructed as an authorized improvement on the Subject Land. Any such certificate and the rights it evidences and represents shall be appurtenant to the Subject Land and shall pass to any successor lessee; or, if the land is not leased but is retained by the State of Arizona, then to the State of Arizona; or if the land is sold, then to the purchaser.

18.7 The Lessee shall promptly notify the Lessor in writing of any initial filings made by the Lessee with any governmental agency or court concerning the establishment or adjudication of any claim to a water right relating to the Subject Land. Upon request of the Lessor, the Lessee shall furnish copies of any document filed with the agency or court.

ARTICLE 19
DEFAULT AND CANCELLATION

19.1 Violation by Lessee of any provision of this Lease shall be a default hereunder entitling Lessor to any and all remedies it may have under Arizona law.

19.2 Upon any such default, the Lease may be canceled pursuant to A.R.S. § 37-289 or any successor statute.

19.3 This contract is subject to cancellation pursuant to A.R.S. § 38-511.

ARTICLE 20
HOLDOVER LESSEE

20.1 Upon expiration or termination of this Lease, Lessee agrees to surrender to Lessor peaceful and uninterrupted possession of the Subject Land. Holdover tenancy by the Lessee is prohibited and shall be deemed a trespass for which Lessor may seek all appropriate civil and criminal remedies; except that a Lessee in good standing who has filed a timely application for renewal may continue to occupy and use the Subject Land, pursuant to the terms of this Lease, pending action on the renewal application by Lessor.

ARTICLE 21
INDEMNIFICATION

21.1 Except as provided by A.R.S. § 33-1551 (or its successor statutes), Lessee hereby expressly agrees to indemnify and hold Lessor harmless, or cause Lessor to be indemnified and held harmless from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including attorneys' fees and costs, which may be imposed upon or incurred by or asserted against Lessor by reason of the following: (a) any accident, injury or damage to any persons or property occurring on or about the Subject Land or any portion thereof resulting from Lessee's use of the Subject Land, (b) any use, non-use or condition of the Subject Land or any portion thereof resulting from Lessee's intentional actions or negligence, and (c) any failure on the part of Lessee to perform or comply with any of the provisions of this Lease; except such as may be the result solely of Lessor's intentional conduct or active negligence.

21.2 In case an action or proceeding is brought against Lessor by reason of any such occurrence, Lessee, upon Lessor's request and at Lessee's expense, will resist and defend such action or proceedings, or cause the same to be resisted and defended either by counsel designated by Lessee or, where such occurrence is covered by liability insurance, by counsel designated by the insurer.

21.3 Lessee shall protect, defend, indemnify and hold harmless the Lessor from and against all liabilities, obligations, losses, environmental responses, and clean up costs, charges and expenses, including attorneys' fees and court costs arising out of or related to the presence or existence of any substance regulated under any applicable Federal, State or local environmental laws, regulations or ordinances or amendments thereto because of: (a) any substance that came to be located on the Subject Land resulting from any use or occupancy of the Subject Land by the Lessee before or after the issuance of the Lease; or (b) any release, threatened release, escape, seepage, leakage, spillage, discharge or emission of any such substance in, on, under or from said Subject Land that is caused, in whole or in part, by any conduct, actions or negligence of the Lessee, regardless of when such substance came to be located on the Subject Land.

ARTICLE 22
RENEWAL

22.1 Upon application to the Department not less than thirty days nor more than one year before the Expiration Date, Lessee, if a bona fide resident of the State or legally authorized to transact business in the State, shall have a preferred right to renewal for a term not to exceed ten years, as provided by law, bearing even date with the Expiration Date. The preferred right of renewal shall not extend to a Lessee if there has not been substantial compliance with the terms of this Lease or if the Subject Land has not been placed to the use prescribed in this Lease, unless for good cause, the failure to perform was given written authorization by the Department. If the Department determines the continued leasing of the land to the Lessee is not in the best interest of the State, the Lease shall not be renewed.

ARTICLE 23
INSURANCE REQUIREMENTS

23.1 Lessee shall maintain in full force a commercial general liability insurance policy during the lease term affording protection to the limit of not less than one million dollars. This policy shall contain a provision that Lessor, named as an additional insured, shall be entitled to recovery for any loss occasioned to it, its agents and employees. Further, the policy shall provide that their coverage is primary over any other insurance coverage available to the Lessor, its agents and employees. Insurance policies must contain a provision that the Lessor shall receive an advance 30 day written notice of any cancellation or reduction in coverage.

ARTICLE 24
ENVIRONMENTAL MATTERS

24.1 Lessee shall strictly comply with Environmental Laws, relating but not limited to hazardous and toxic materials, wastes and pollutants. Compliance means the Lessee shall act in accordance with the necessary reporting obligations obtain and maintain all permits required, provide copies of all documents as required by Environmental Laws. For purposes of this Lease the term "Environmental Law" shall include but not be limited to any relevant federal, state, or local laws, and applicable regulations, rules and ordinances, and publications promulgated pursuant thereto, including any future modifications or amendments relating to environmental matters.

ARTICLE 25
MISCELLANEOUS

25.1 This Lease grants Lessee only those rights expressly granted herein and Lessor retains and reserves all other rights in the Subject Land.

25.2 This Lease is subject to all current and subsequently enacted rules, regulations and laws applicable to State Lands and to the rights and obligations of Lessors

and Lessees. No provisions of this Lease shall create any vested right in Lessee except as otherwise specifically provided in this Lease.

25.3 The Lessor shall be forever wholly absolved from any liability for damages which might result to the Lessee in the event this Lease is found to be void, canceled, forfeited or terminated prior to the Expiration Date or in the event this Lease is not renewed.

25.4 If it is determined that Lessor has failed to receive title to any of the Subject Land, the Lease is null and void insofar as it relates to the land to which Lessor has failed to receive title. Lessor shall not be liable to Lessee or any assignee or sublessee for any damages that result from Lessor's failure to receive title.

25.5 In any action arising out of this Lease, the prevailing party is entitled to recover reasonable attorneys' fees incurred therein in addition to the amount of any judgment, costs and other expenses as determined by the court. In the case of Lessor, reasonable attorneys' fees shall be calculated at the reasonable market value for such services when rendered by private counsel notwithstanding that it is represented by the Arizona Attorney General's Office or by other salaried counsel.

25.6 No provisions of this Lease shall create any right or interest in Lessee to a fee interest in the Subject Land.

25.7 Any notice to be given or other documents to be delivered to Lessee or Lessor hereunder shall be in writing and delivered to Lessee or Lessor by depositing same in the United States Mail, with prepaid postage addressed as follows:

To Lessor: Arizona State Land Department
1616 West Adams Street - First Floor
Phoenix, AZ 85007

To Lessee: Address of Record

Lessee must notify Lessor within thirty (30) days by written notice of any change in address. Lessor's notice shall be deemed adequate if sent to the Lessee's best known address of record and no change of address form is on file.

25.8 This Lease shall be governed by, construed and enforced in accordance with Arizona laws.

25.9 Any attempt to assign, sublease, convey, transfer or otherwise dispose of any estate or interest in this Lease, other than pursuant to its term, shall not be effective.

25.10 This Lease, together with all attached Appendices, embodies the whole agreement of the parties. There are no other agreements or terms, oral or written. This document supersedes all previous communications, representations and agreements, oral or written, between the parties.

05 GRAY 5/93 (REV. 5/2013)

25.11 THIS DOCUMENT is submitted for examination and shall have no binding effect on the parties unless and until executed by the Lessor (after execution by the Lessee), and a fully executed copy is delivered to the Lessee.

25.12 IN THE EVENT OF A DISPUTE between the parties to this Lease, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and, in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

25.13 Every obligation of the State under this Lease is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Lease, this Lease may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

25.14 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

25.15 Upon the sale, exchange, redemption, relinquishment or taking, whether by eminent domain or institutional use of all or any portion of the Subject Land, this Lease shall terminate on the date of such disposition as to the property so affected.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
 1616 W. ADAMS
 PHOENIX, AZ 85007

RUN DATE: 5 March 2017
 RUN TIME: 13:30 PM
 PAGE: 1

RELEASE# 005-000474-00-010 APPTYPE RENEWAL
 AMENDMENT# 0

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LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
19 0-N-11 0-E-02-03-030-1002	ALL	9 00	640 000
19 0-N-11 0-E-04-03-031-1002	ALL	9 00	640 000
19 0-N-11 0-E-06-03-031-1002	LOT 1 THRU 4 E2W2 E2	9 80	703 430
19 0-N-11 0-E-08-03-031-1002	ALL	9 00	640 000
19 0-N-11 0-E-12-03-031-1002	W2W2	2 20	160 000
19 0-N-11 0-E-14-03-031-1002	ALL	9 00	640 000
19 0-N-11 0-E-16-03-030-1002	ALL	9 00	640 000
19 0-N-11 0-E-18-03-031-1003	LOT 1	0 70	52 170
19 0-N-11 0-E-18-03-031-1004	E2E2	2 20	160 000
19 0-N-11 0-E-20-03-031-1002	SESW S2SE	1 60	120 000
19 0-N-11 0-E-28-03-031-1002	N2 SW NW2SE	7 80	560 000
19 0-N-11 0-E-32-03-030-1002	LOTS 1 THRU 4 N2S2 N2	8 90	637 240
19 0-N-12 0-E-02-03-030-1002	LOTS1 THRU 4 S2N2 S2	8 90	639 040
19 0-N-12 0-E-04-03-031-1002	LOTS 1 THRU 4 S2N2 S2	8 90	637 920
19 0-N-12 0-E-05-03-031-1002	LOTS 1 THRU 7 S2NE SENW E2SW SE	8 80	630 040
19 0-N-12 0-E-08-03-031-1002	ALL	9 00	640 000
19 0-N-12 0-E-10-03-031-1002	ALL	9 00	640 000
20 0-N-11 0-E-02-03-030-1002	LOTS 1 THRU 12 S2 EX CONDEMNATION 95-98643 LY IN SWSWSWSW	11 40	815 230
20 0-N-11 0-E-04-03-031-1003	LOTS 1 THRU 4 7 8 AND LOTS 5 6 9 10 11 N2NENESE LY N OF CONDEMNATION 95-98643	5 20	373 230
20 0-N-11 0-E-04-03-031-1004	LOT 12 N2SW NWSE S2S2 AND LOTS 5 6 9 10 11 NESE LY S OF CONDEMNATION 95-98643	6 00	428 230
20 0-N-11 0-E-08-03-031-1002	ALL	9 00	640 000
20 0-N-11 0-E-10-03-031-1002	ALL EX CONDEMNATION 95-98643 LY IN NENENENE	8 90	639 920
20 0-N-11 0-E-12-03-031-1003	NE N2NW AND S2NW NESW SE LY N OF	5 80	414 660

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
 1616 W. ADAMS
 PHOENIX, AZ 85007

RUN DATE: 6 March 2017
 RUN TIME: 13:30 PM
 PAGE: 2

RELEASE# AMENDMENT#	005 000474-00-018 0	APPTYPE	RENEWAL		
				CONDEMNATION 95-98643	
20 0-N-11 0-E-12-03-031-1004				SWSW AND SWSWNW N2SW SE LY S OF CONDEMNATION 95-98643	2 10 149 330
20 0-N-11 0-E-14-03-031-1002				ALL	9 00 640 000
20 0-N-11 0-E-16-03-030-1002				ALL	9 00 640 000
20 0-N-11 0-E-18-03-031-1002				LOTS 1 THRU 4 E2W2 E2	10 00 715 550
20 0-N-11 0-E-22-03-031-1006				E2 N2NW SWNW SW	8 40 600 000
20 0-N-11 0-E-24-03-031-1002				ALL	9 00 640 000
20 0-N-11 0-E-26-03-031-1002				ALL	9 00 640 000
20 0-N-11 0-E-28 03-031-1002				ALL	9 00 640 000
20 0-N-11 0-E-30-03-031-1002				LOTS 1 THRU 4 E2W2 E2	9 90 710 450
20 0-N-11 0-E-32-03-030-1002				ALL	9 00 640 000
20 0-N-11 0-E-34-03-031-1002				ALL	9 00 640 000
20 0-N-11 0-E-36-03-030-1002				ALL	9 00 640 000
20 0-N-12 0-E-02-03-030-1002				SWNW SW W2SE SESE AND LOTS 3 4 S2NE SENW NESE LY S FROM C/L OF RAILROAD	7 10 505 910
20 0-N-12 0-E-04-03-031-1002				LOTS 1 THRU 4 S2N2 S2	10 00 715 560
20 0-N-12 0-E-06-03-031-1004				LOTS 1 THRU 7 S2NE SENW E2SW SE	9 90 704 900
20 0-N-12 0-E-08-03 031-1002				ALL	9 00 640 000
20 0-N-12 0-E-10-03-031-1002				ALL	9 00 640 000
20 0-N-12 0-E-12-03-031-1002				ALL	9 00 640 000
20 0-N-12 0-E-14-03-031-1002				N2 EX CONDEMNATION 95-98643 LY IN S2SWNE SESESESESW	4 40 313 640
20 0-N-12 0-E-16-03-030-1003				NE N2NW N2S2NW N2S2S2NW AND S2S2S2NW N2N2NENESW N2N2SE LY N OF CONDEMNATION 95-98643	4 70 335 330
20 0-N-12 0-E-16-03-030-1004				S2N2S2 S2S2 AND S2S2SWNW N2N2S2 LY S OF CONDEMNATION 95-98643	4 20 297 820
20 0-N-12 0-E-18-03-031-1003				LOT 1 NENW N2NE N2S2NE LY N OF CONDEMNATION 95-98643	1 90 136 200
20 0-N-12 0-E-18-03-031-1004				LOTS 2 3 4 E2SW SE AND LOT 1 E2NW	6 60 485 060

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STATE OF ARIZONA LAND DEPARTMENT
 1616 W ADAMS
 PHOENIX, AZ 85007

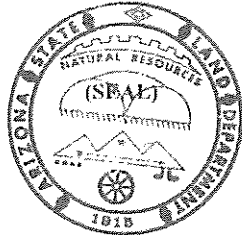
RUN DATE 6 March 2017
 RUN TIME 13:30 PM
 PAGE 3

RELEASE# AMENDMENT#	005-000474-00-018 0	APPTYPE RENEWAL		
			S2S2SWSWNNWNE S2NE LY S OF CONDEMNATION 95-98643	
20 0-N-12 0-E-20-03-031-1002		ALL		9 00 640 000
20 0-N-12 0-E-22-03-031-1002		ALL		9 00 640 000
20 0-N-12 0-E-24-03-031-1002		SWSWSWSWNNW W2SW W2SE SW LY SWLY OF FENCE		0 60 81 810
20 0-N-12 0-E-26-03-031-1002		ALL		9 00 640 000
20 0-N-12 0-E-28-03-049-1002		ALL		9 00 640 000
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20 0-N-12 0-E-32-03-030-1002		ALL		9 00 640 000
20 0-N-12 0-E-34-03-031-1002		ALL		9 00 640 000
20 0-N-12 0-E-36-03-030-1002		W2W2NWNWNNENE NWNE NW NWNWNNWNSW LY NWLY OF FENCE		3 70 267 820
20 0-N-12 5-E-10-03-031-1002		LOTS 2 3 4 E2SW W2SE SESE AND LOT 1 E2NW S2NE NESE LY SWLY FROM C/L OF RAILROAD		5 90 420 840
20 0-N-12 5-E-14-03-031-1005		S2S2SW LY S OF CONDEMNATION 95-98643		0 30 37 910
20 0-N-12 5-E-14-03-031-1010		S2N2 N2S2 EX PAT 5009 LY IN E2SWNESE AND S2S2 LY N OF CONDEMNATION 95-98643		3 30 428 880
20 0-N-13 0-E-30-03-031-1005		LOT 1 N2NE NENW SENE AND LOT 2 SENW SWNE N2N2SE LY N OF CONDEMNATION 95- 98643		4 30 309 900
20 0-N-13 0-E-30-03-031-1006		LOT 2 S2SENW N2N2NESW N2SE LY S OF CONDEMNATION 95-98643 AND N OF EAST BOUND C/L OF I-40		0 20 13 060
		TOTALS		428 60 30,813 240

IN WITNESS HEREOF, the parties hereto have signed this Lease effective the day and year set forth previously herein.

STATE OF ARIZONA, LESSOR
Arizona State Land Commissioner

Handwritten signature By: 3/27/17 Date



THE HOPI TRIBE
Lessee
Handwritten signature Authorized Signature 3/17/17 Date

PATRICK M BROWNING - GM
Printed Name Title

P.O. Box 1138
Address

WINSLOW AZ 86047
City State Zip

Figure 1

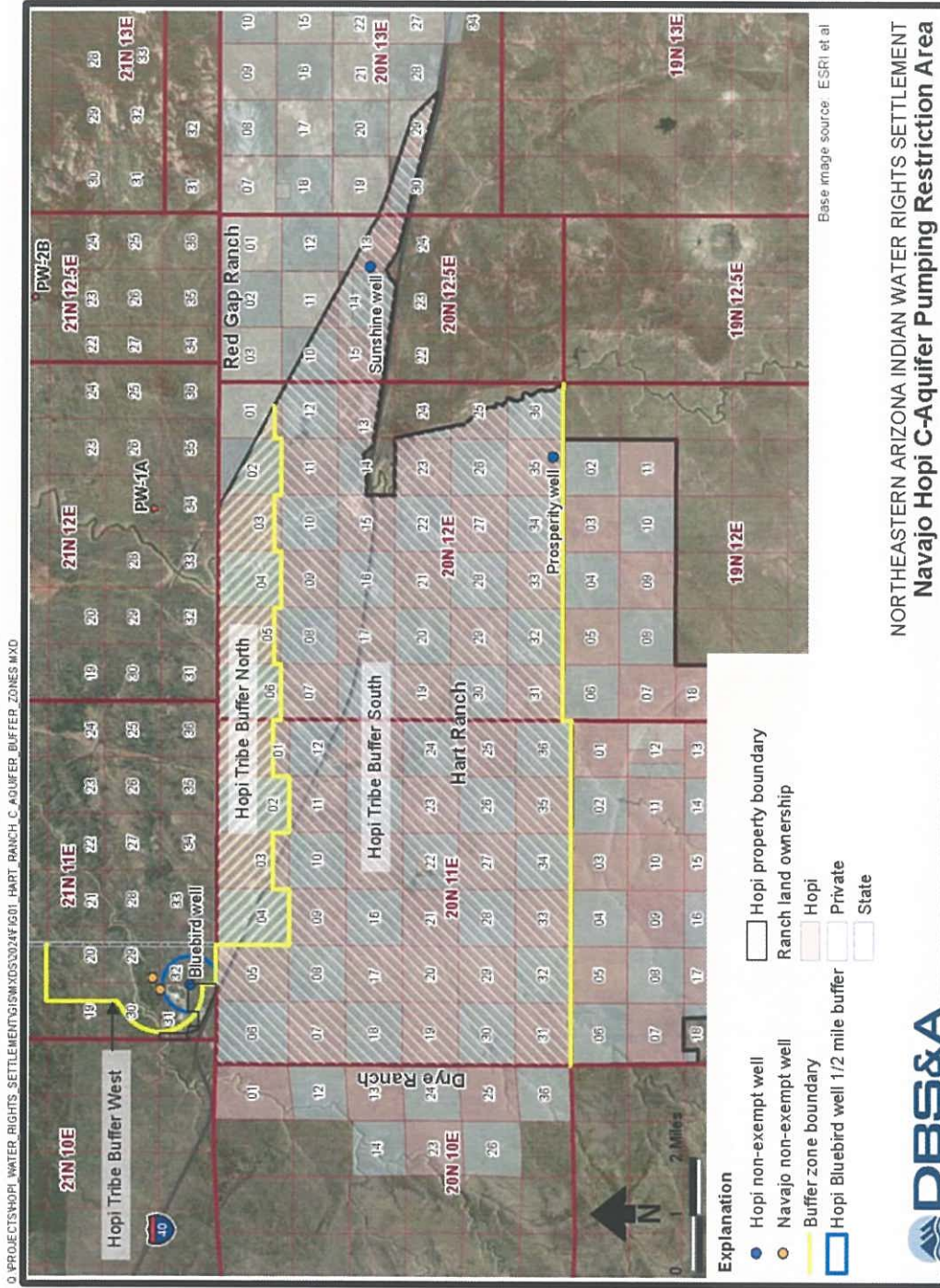


Figure 1

Figure 2

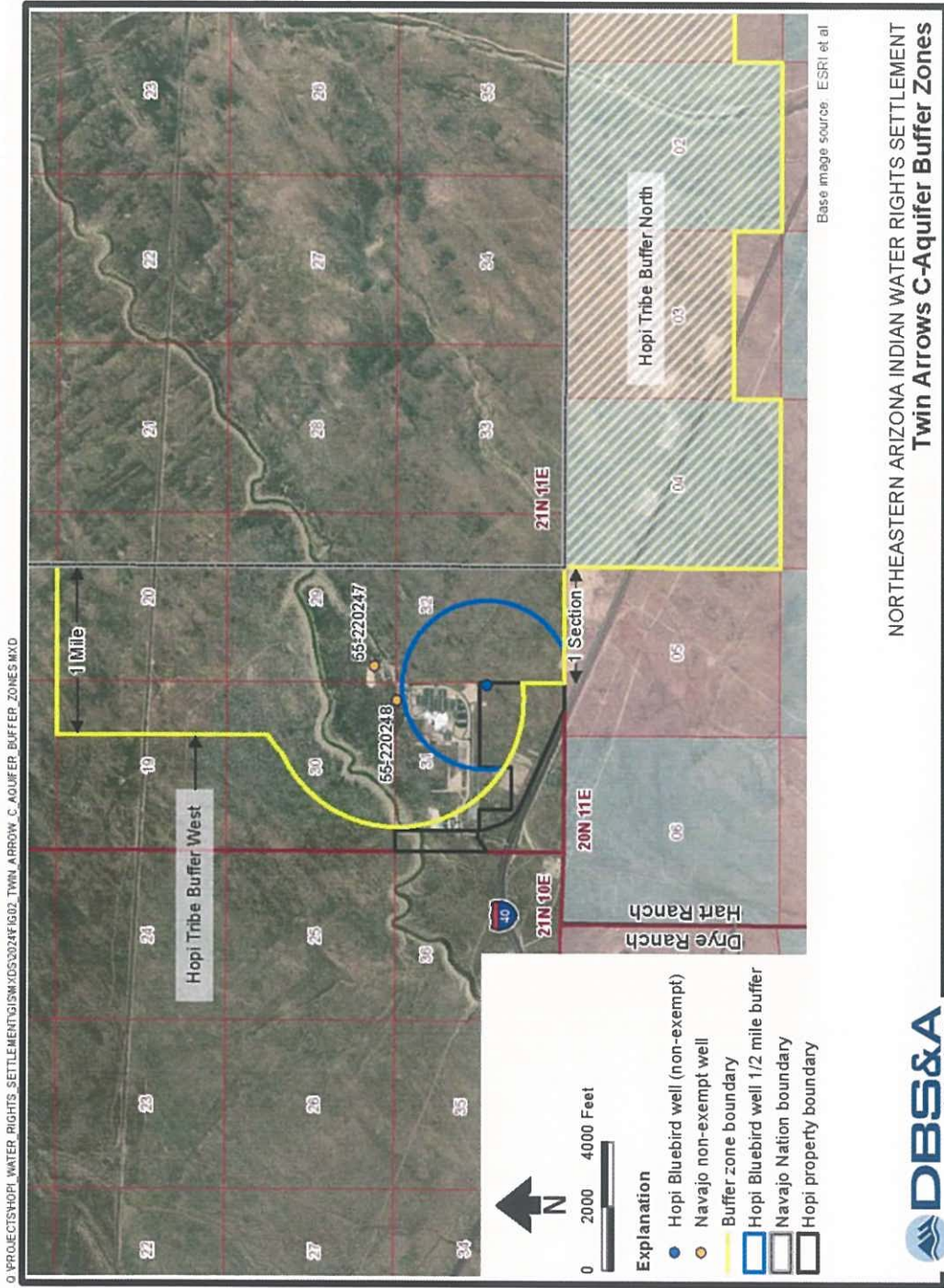


Figure 2

Figure 3

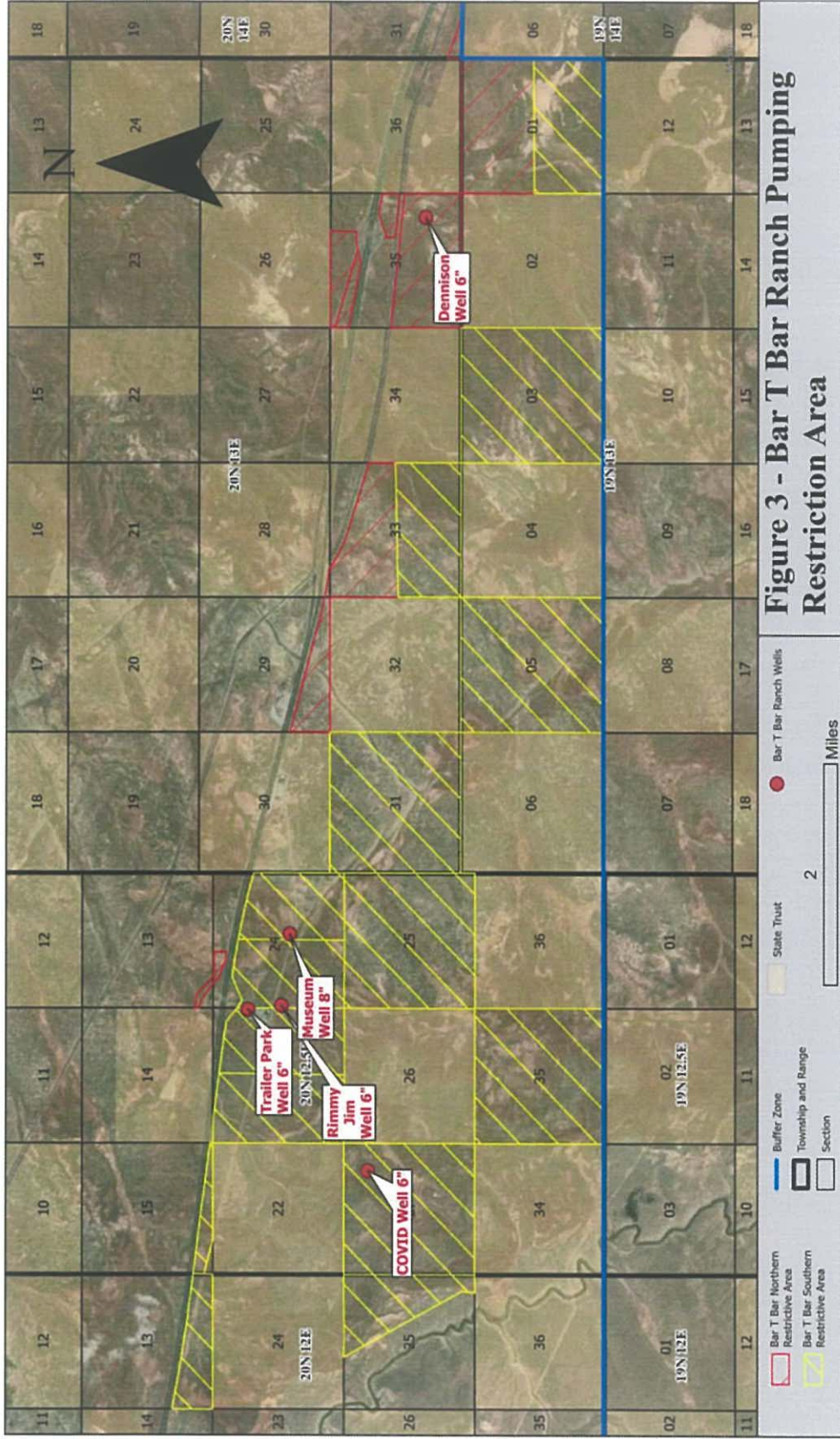


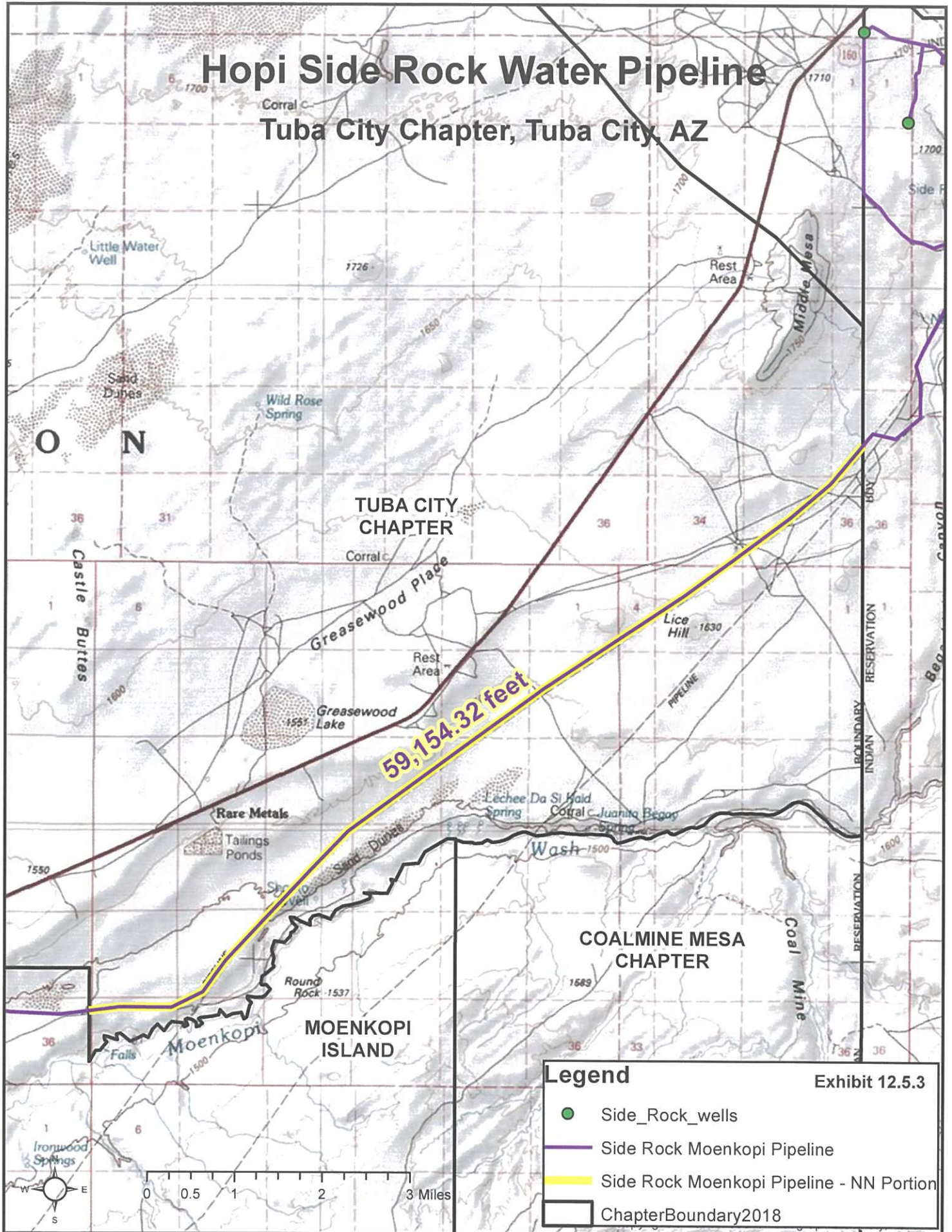
Figure 3 - Bar T Bar Ranch Pumping Restriction Area

EXHIBIT 12.5.3

ATTACHED

Hopi Side Rock Water Pipeline

Tuba City Chapter, Tuba City, AZ



59,154.32 feet

Legend Exhibit 12.5.3

- Side_Rock_wells
- Side Rock Moenkopi Pipeline
- Side Rock Moenkopi Pipeline - NN Portion
- ChapterBoundary2018

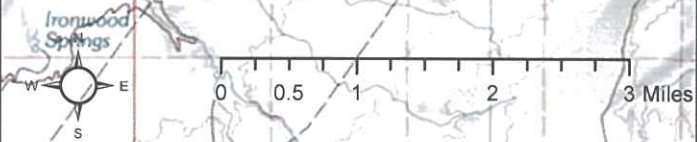
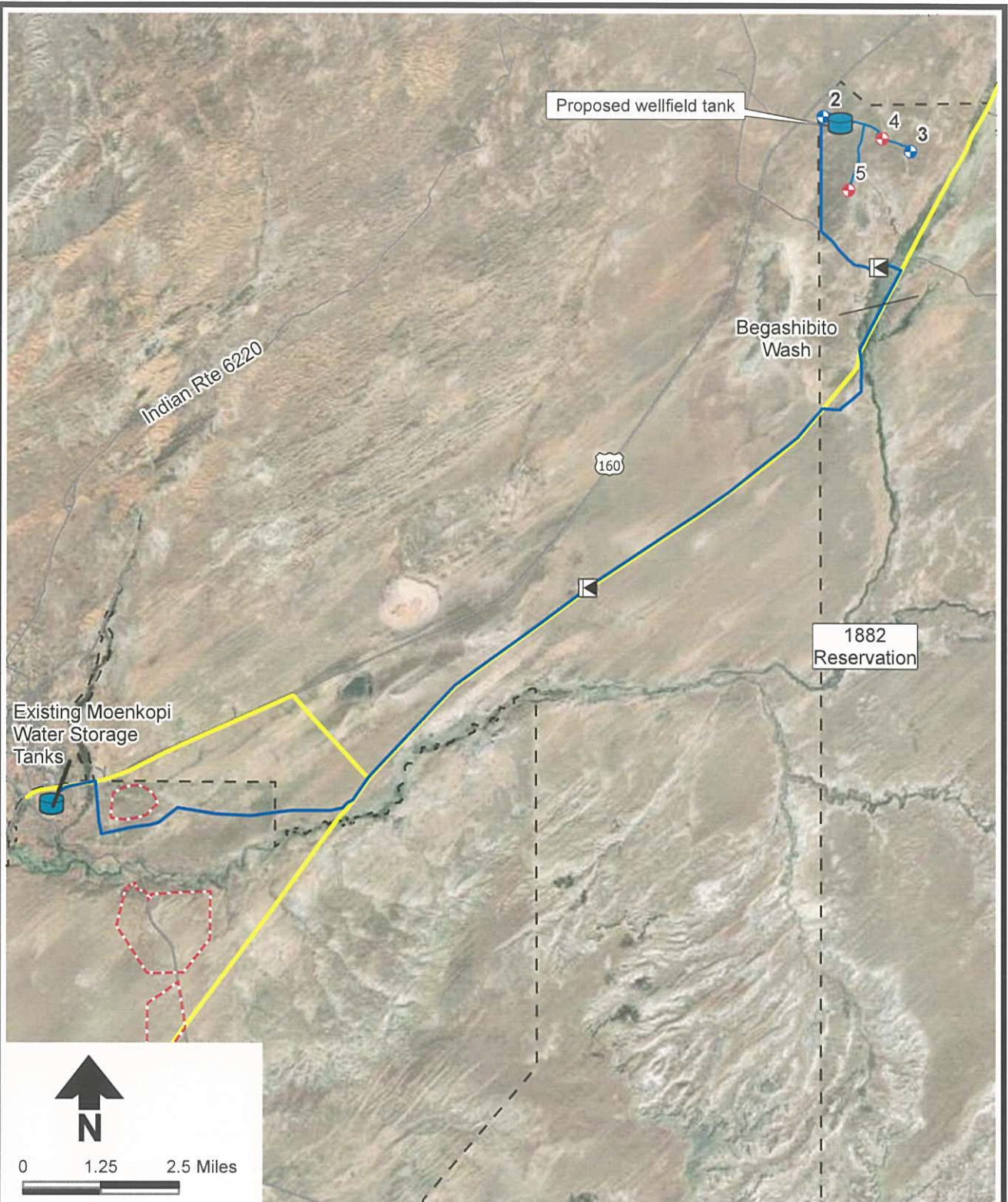


EXHIBIT 12.5.4

ATTACHED

S:\PROJECTS\1299_HOPI_MOENKOPI_WATER_SUPPLY_PIPELINE\GIS\ARCGIS_PROMOENKOPI_DESIGN_RPT\MOENKOPI_DESIGN_RPT_KC.APRX



Aerial Photograph: ESRI et al.

Explanation










-  Existing well
-  Proposed well
-  Proposed PRV
-  Water storage tank
-  Proposed waterline
-  Well piping
-  Questar natural gas pipeline
-  Hopi reservation boundary
-  New development area

EXHIBIT 13.1

IN PROCESS OF FINALIZATION

Waiver, Release and Retention of Claims for Water Rights and Injury to Water Rights and Injury to Water by the Navajo Nation on Behalf of the Navajo Nation and The Members of the Navajo Nation (but not Members in the Capacity of the Members as Navajo Allottees), and the United States, Acting as Trustee for the Navajo Nation and the Members of the Navajo Nation (but not the Members in the Capacity of the Members as Navajo Allottees)

EXHIBIT 13.2

IN PROCESS OF FINALIZATION

Waiver, Release and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the United States, Acting as Trustee for the Navajo Allottees

EXHIBIT 13.3

IN PROCESS OF FINALIZATION

Waiver, Release and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the Navajo Nation, on Behalf of the Navajo Nation and the Members of the Navajo Nation (but not Members in the Capacity of the Members as Navajo Allottees), against the United States

EXHIBIT 13.4

IN PROCESS OF FINALIZATION

Waiver, Release and Retention of Claims by the United States in all Capacities (Except as Trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe) against the Navajo Nation and the Members of the Navajo Nation

EXHIBIT 13.5

IN PROCESS OF FINALIZATION

Waiver, Release and Retention of Claims by parties, other than the Navajo Nation on behalf of the Navajo Nation and the Member of the Navajo Nation, and the United States acting as Trustee for the Navajo Nation, the Members of the Navajo Nation and the Navajo Allottees

EXHIBIT 13.6

IN PROCESS OF FINALIZATION

Waiver, Release and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the Hopi Tribe, on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), and the United States, acting as Trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees)

EXHIBIT 13.7

IN PROCESS OF FINALIZATION

Waiver, Release and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the United States, acting as Trustee for the Hopi Allottees

EXHIBIT 13.8

IN PROCESS OF FINALIZATION

Waiver, Release and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the Hopi Tribe, on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the Capacity of the Members as Hopi Allottees), against the United States

EXHIBIT 13.9

IN PROCESS OF FINALIZATION

Waiver, Release and Retention of Claims by the United States in all capacities (except as Trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe) against the Hopi Tribe and the Members of the Hopi Tribe

EXHIBIT 13.10

IN PROCESS OF FINALIZATION

Waiver, Release and Retention of Claims by the Parties, other than the Hopi Tribe on behalf of the Hopi Tribe and the Members of the Hopi Tribe, and the United States Acting as Trustee for the Hopi Tribe, the Members of the Hopi Tribe and the Hopi Allottees

EXHIBIT 13.11

IN PROCESS OF FINALIZATION

Waiver, Release and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the San Juan Southern Paiute Tribe, on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, and the United States, acting as Trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe

EXHIBIT 13.12

IN PROCESS OF FINALIZATION

Waiver, Release and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the San Juan Southern Paiute Tribe, on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, against the United States

EXHIBIT 13.13

IN PROCESS OF FINALIZATION

Waiver, Release and Retention of Claims by the United States in all capacities (except as Trustee for an Indian Tribe other than the Navajo Nation, The Hopi Tribe, and the San Juan Southern Paiute Tribe) against the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe

EXHIBIT 13.14

IN PROCESS OF FINALIZATION

Waiver, Release and Retention of Claims by parties other than the San Juan Southern Paiute Tribe on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, and the United States acting as Trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe

EXHIBIT 15.7.1

Motion for Stay of Litigation

IN PROCESS OF FINALIZATION

EXHIBIT 15.7.2

Stay of Litigation

IN PROCESS OF FINALIZATION

EXHIBIT 15.18

Form Notice

IN PROCESS OF FINALIZATION

Exhibit B

**RESOLUTION OF THE
NAVAJO NATION WATER RIGHTS COMMISSION**

Establishing a Navajo Nation Water Rights Negotiation Team (“Negotiation Team”) to represent the Navajo Nation in negotiating a water rights settlement with the State of Arizona and related parties.

WHEREAS:

1. The Navajo Nation Water Rights Commission (the “Commission”) was established by the Navajo Nation Council through Resolution CAP-39-02; and
2. Through Resolution CMY-47-04, the Navajo Nation Council approved the Navajo Nation Water Rights Commission Plan of Operation.
3. Through Resolution CMY-47-04, under Article 8.7 of the Navajo Nation Water Rights Plan of Operation, the Navajo Nation Council authorized the Commission, “to establish and supervise negotiating teams for any and all Navajo Nation Water rights negotiation efforts to ensure consistency of positions and to maximize success consistent with the Navajo Nation water strategy”; and
4. In July of 2020, the State of Arizona, other related parties, the Hopi Tribe, the Navajo Nation and the United States Government began water rights negotiation settlement discussions to settle the water rights of the Hopi Tribe and the Navajo Nation for all water claims within the State of Arizona; and
5. Such discussions among the parties continued until November 1, 2021 with the intention that the parties would eventually resume negotiations in the future; and
6. The Navajo Nation and the Hopi Tribe continued to meet to attempt to resolve intertribal matters; and
7. The Navajo Nation and Hopi Tribal representatives agreed to pause negotiations in September of 2022 due to upcoming elections and the potential transition of political leadership in the tribal and state governments; and
8. As a result of tribal and state elections, there are new Navajo Nation and State of Arizona political leadership that will likely impact negotiations among all parties; and
9. On April 24, 2023, the Little Colorado River Basin Litigation Navajo Nation Phase I Trial will commence in the Apache County Superior Court for the State of Arizona and will determine the water rights and quantification for the Navajo Nation; and

10. On April 15, 2023, a Navajo Nation Leadership Meeting (the “Leadership Meeting”) was held with the Navajo Nation President, the Naabik’iyáti’ Committee of the 25th Navajo Nation Council and the Commission; and

11. The Commission recommended at the Leadership Meeting that the Navajo Nation pursue negotiation of a comprehensive water rights settlement with the State of Arizona and form a Negotiation Team to include four Navajo Nation Council Delegates from the Upper Colorado River Basin on the Navajo Nation and four Navajo Nation Delegates from the Lower Colorado River Basin on the Navajo Nation, five representatives from the Executive Branch and the Legal and Technical Committee from the NNDOJ Water Rights Unit (WRU) and the DWR Water Management Branch (WMB).

12. At the Leadership Meeting, leadership expressed their support for the appointment of a Negotiation Team by the Commission and the Team’s pursuit of a comprehensive water rights settlement with the State of Arizona.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Commission appoints the following individuals to the Negotiation Team for the purpose of pursuing a comprehensive water rights settlement with the State of Arizona and other interested parties:

Legislative Branch:

1. Council Delegate Brenda Jesus (Lower Basin)
2. Council Delegate Cheryl Yazzie (Lower Basin)
3. Council Delegate Otto Tso (Lower Basin)
4. Council Delegate Vince James (Lower Basin)
5. Council Delegate Carl Slater (Upper Basin)
6. Council Delegate Shawna Claw (Upper Basin)
7. Council Delegate Shaandiin Parrish (Upper Basin)
8. Council Delegate Herman Daniels (Upper Basin)

Executive Branch:

1. Council Delegate Germaine Simonson
2. Attorney General Ethel Branch
3. Commission Chair Joelynn Ashley
4. Department of Water Resources Director Jason John
5. President’s Chief Counsel Bidtah Becker

Legal and Technical Team:

1. WRU Assistant Attorney General Michelle Brown-Yazzie
2. WRU Attorney MacArthur Stant II
3. WRU Contract Attorney Louis Denetsosie
4. WRU Contract Consultant John Leeper
5. WMB Principal Hydrologist Robert Kirk


2. Once there is agreement amongst the parties to a water rights settlement, the Negotiation Team will submit the proposed settlement agreement to the Attorney General of the Navajo Nation, the Navajo Nation Council and the Navajo Nation President for approval in accordance with applicable Navajo Nation law.

3. The Commission, through its approved budget, will cover the travel costs of the Negotiation Team and any other reasonable related costs in accordance with applicable Navajo Nation laws and policies.

4. The Chairperson of the Commission is authorized to execute this Resolution.

CERTIFICATION

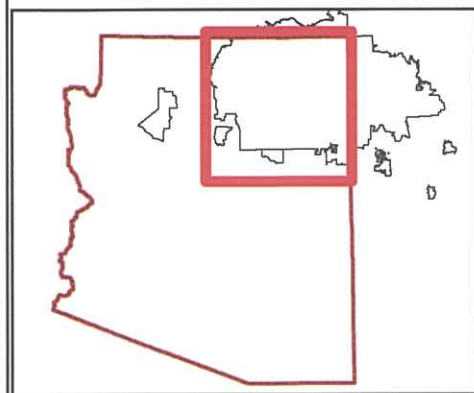
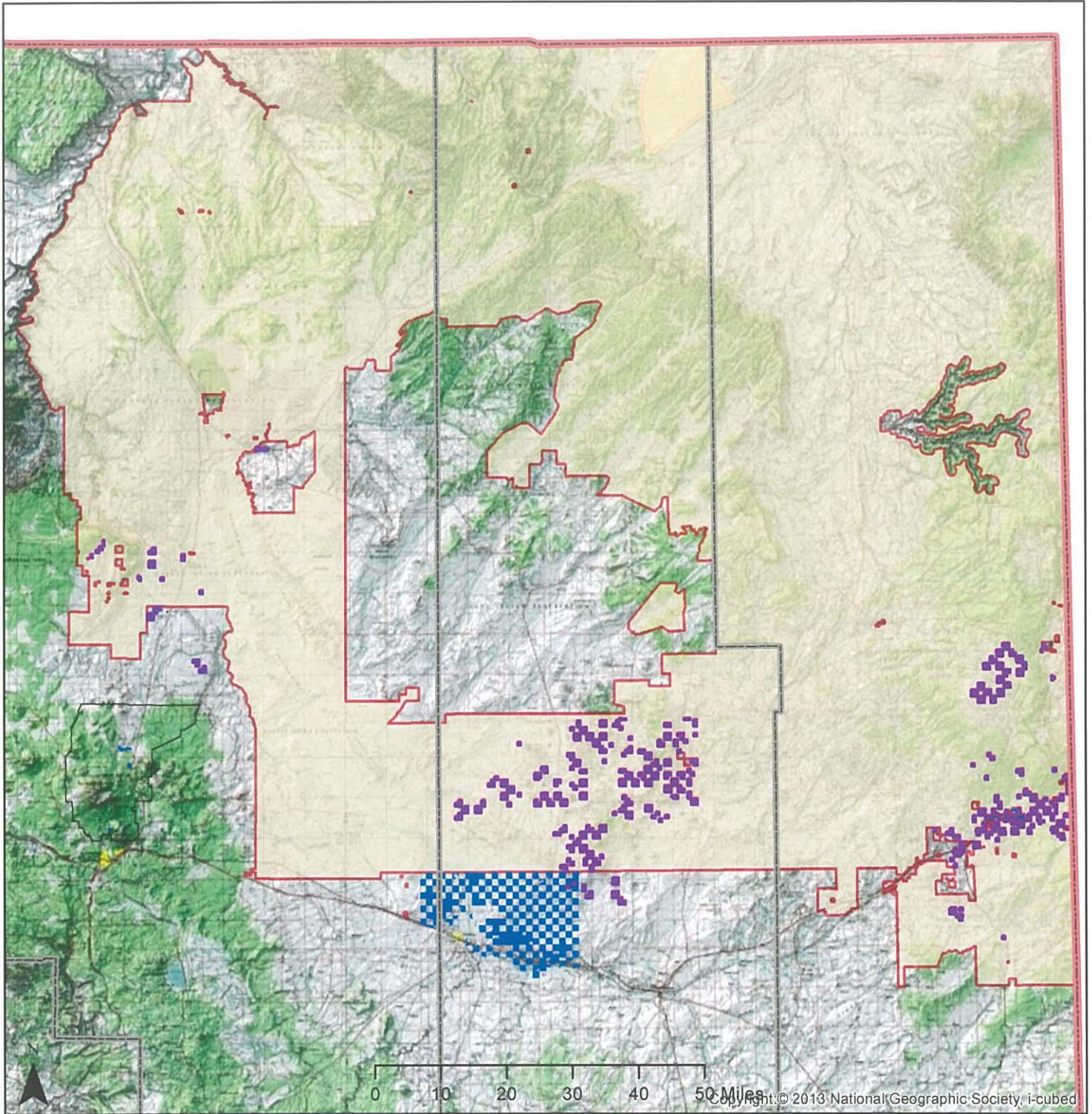
I hereby certify that the foregoing resolution, Establishing a Navajo Nation Water Rights Negotiation Team (“Negotiation Team”) to represent the Navajo Nation in negotiating a water rights settlement with the State of Arizona and related parties, was duly considered by the Navajo Nation Water Rights Commission at a duly called meeting in Window Rock, (Navajo Nation) Arizona, at which a quorum was present and that the same was passed by consensus of all the members present, this 19th day of April 2023.


Joelynn Ashley, Chairperson
Navajo Nation Water Rights Commission

Motioned: Commissioner Lani Tsinnajinnie

Seconded: Vice-Chair Commissioner Earl Tulley

Exhibit C



Legend

-  Allotments
-  Navajo Fee
-  Navajo Reservation

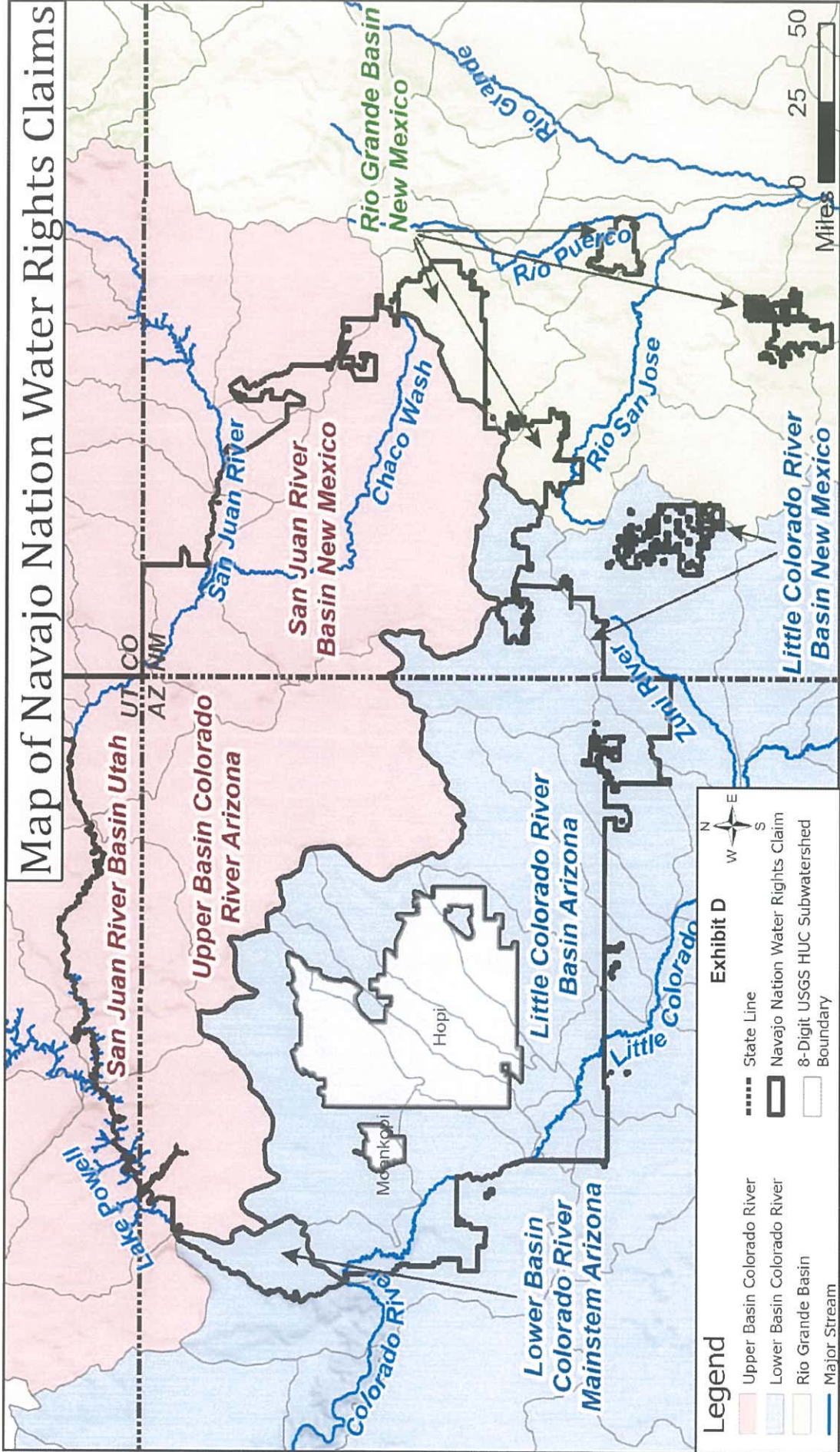
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 Navajo Land Department, 2018*

EXHIBIT No. 3.1.112a
**Navajo Nation Lands
 Trust, Fee Lands, and Indian Allotments**

Map by: NDWR, RLK 02-01-2024

Exhibit D

Map of Navajo Nation Water Rights Claims



Legend

- Upper Basin Colorado River
- Lower Basin Colorado River
- Rio Grande Basin
- Major Stream

Exhibit D

- State Line
- Navajo Nation Water Rights Claim
- 8-Digit USGS HUC Subwatershed Boundary

Exhibit E

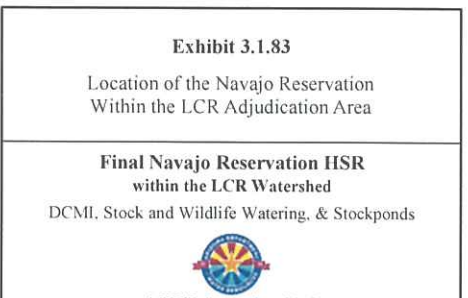
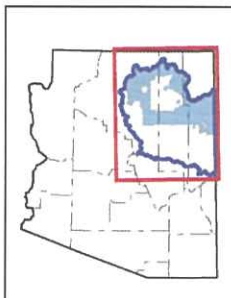
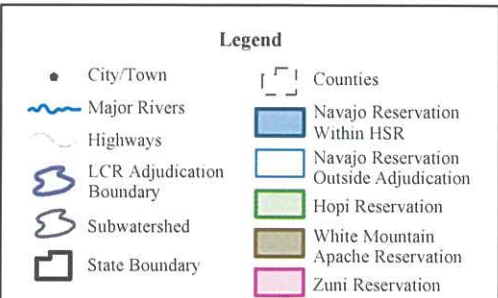
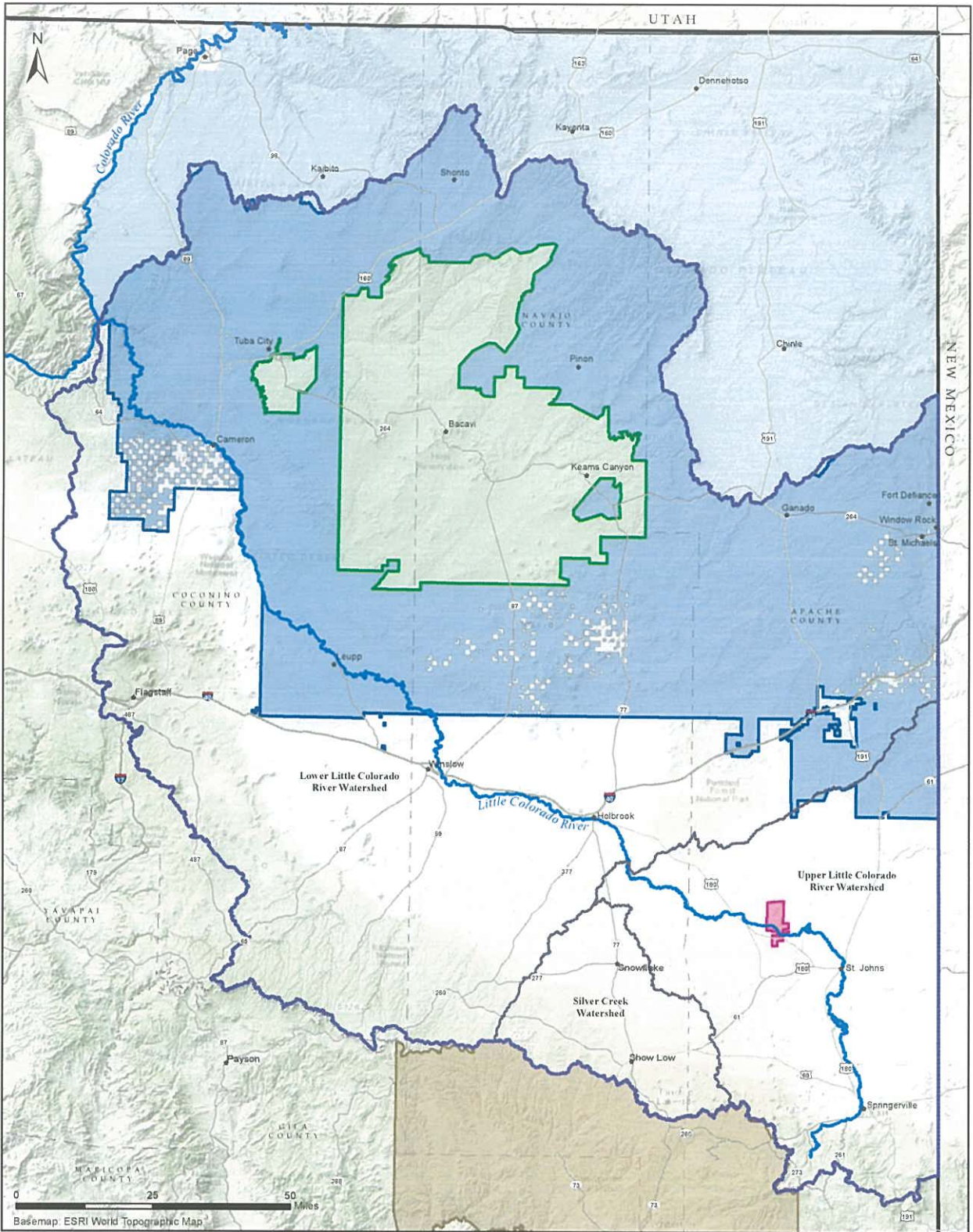
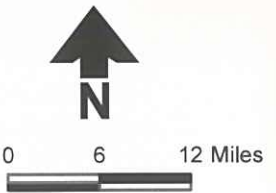
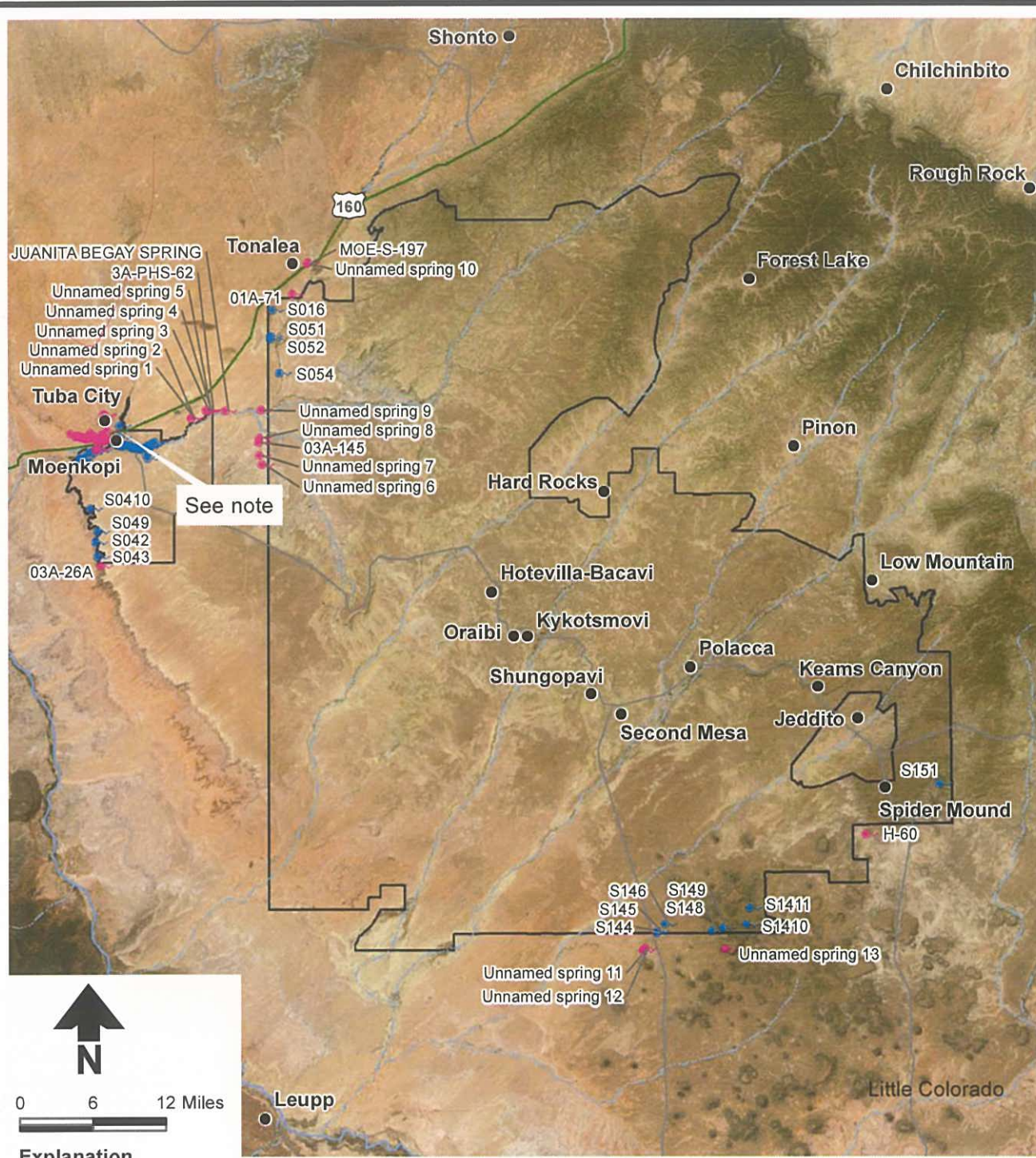


Exhibit F

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Explanation

- Hopi Tribe spring
- Navajo Nation spring
- Village or Chapter
- Hopi Reservation boundary

Note:
 There are numerous springs along Moenkopi Wash and Echo Cliffs not labeled, but they are listed in the attached tables. Pasture Canyon Springs are shown in Exhibit 7.2.3.5.4.



Hopi Tribe Boundary Springs - Exhibit 7.2.3.5.3, Page 2 of 3

Spring Number	Spring Name/Other Name	Hopi Label	Coordinates		Spring Number	Spring Name/Other Name	Hopi Label	Coordinates	
			X	Y				X	Y
S016	Unnamed/1A-73	S-1-339	501098	4013616	<i>Springs Not Labeled on Exhibit (cont.)</i>				
S0410	Toh Nee Di Kishi	S-4-260	477016	3987308	S0433	Unnamed	S-4-283	482755	3995382
S042	Seller, Piisave, Piisava	S-4-213	477729	3982820	S0435	Unnamed	S-4-285	482821	3995339
S043	3A-25	S-4-214	477971	3980889	S0436	Unnamed	S-4-286	482944	3995386
S049	Tonali/3A-17, Tonali	S-4-259	478048	3984250	S0437	Unnamed	S-4-287	483309	3995305
S051	Nee De Miso Bito	S-5-32	500855	4010110	S0438	Unnamed	S-4-288	483373	3995312
S052	Nee De Miso Bito/1A-75	S-5-33	500861	4009736	S0439	Unnamed	S-4-289	483408	3995305
S054	Cold Water	S-5-35	501979	4005258	S0440	Unnamed	S-4-290	483467	3995245
S1410	Ram/7H-23	S-14-201	563666	3931985	S0441	Unnamed	S-4-291	483565	3995206
S1411	Shontah/Shonto-hi,7H-234	S-14-202	564087	3934176	S0442	Unnamed	S-4-292	484089	3995334
S144	Kalbito #2	S-14-195	551875	3930899	S0443	Unnamed	S-4-293	484636	3995628
S145	Kalbito #1/07H-78	S-14-196	551863	3931146	S0444	Unnamed	S-4-294	484768	3995658
S146	Comar/7H-79	S-14-197	552922	3932018	S0445	Unnamed	S-4-295	484757	3995599
S148	Lukai/7H-76	S-14-199	559127	3931137	S0446	Unnamed	S-4-296	485537	3996095
S149	Wolf Pass	S-14-200	560570	3931514	S0447	Unnamed	S-4-297	485067	3995929
S151	Cow	S-15-332	589422	3950572	S0448	Unnamed	S-4-298	485100	3995941
<i>Springs Not Labeled on Exhibit</i>					S0449	Ironwood, Otopsapva	S-4-299		484590
S041	3A-15	S-4-211	484408	3994456	S046	3-GS-77-6	S-4-218	480162	3996047
S0411	Unnamed	S-4-261	475617	3993918	S047	Unnamed	S-4-257	475648	3993697
S0412	Unnamed	S-4-262	477056	3994784	S0474	Unnamed 07	S-4-432	478882	3996601
S0413	Unnamed	S-4-263	477143	3994801	S0475	Unnamed 08	S-4-431	478817	3996490
S0414	Unnamed	S-4-264	477251	3994804	S0476	Unnamed 09	S-4-430	478288	3996400
S0415	Unnamed	S-4-265	480125	3996134	S0478	Unnamed 11	S-4-429	478205	3995048
S0416	Moenkopi School, Susungva/3GS-77-6, MoenkopiSchoolSpring(5m)	S-4-266	480126	3996029	S0479	Unnamed 12	S-4-435	475585	3993946
S0417	Unnamed	S-4-267	480163	3996111	S048	Unnamed	S-4-258	476342	3994386
S0418	Unnamed	S-4-268	480158	3996037	S0480	Unnamed 13	S-4-434	475580	3993926
S0419	Unnamed	S-4-269	480461	3995848	S0482	Culvert Spring		480889	3998327
S0420	Unnamed	S-4-270	480866	3996826					
S0421	Unnamed	S-4-271	480855	3995848					
S0422	Unnamed	S-4-272	480935	3995794					
S0423	Unnamed	S-4-273	480953	3995779					
S0424	Unnamed	S-4-274	481131	3995588					
S0425	Unnamed	S-4-275	481450	3995733					
S0426	Unnamed	S-4-276	481636	3995757					
S0427	Unnamed	S-4-277	482116	3995682					
S0428	Unnamed	S-4-278	482336	3995624					
S0429	Unnamed	S-4-279	482537	3995434					
S0430	Unnamed	S-4-280	482543	3995442					
S0431	Unnamed	S-4-281	482572	3995422					
S0432	Unnamed	S-4-282	482697	3995382					



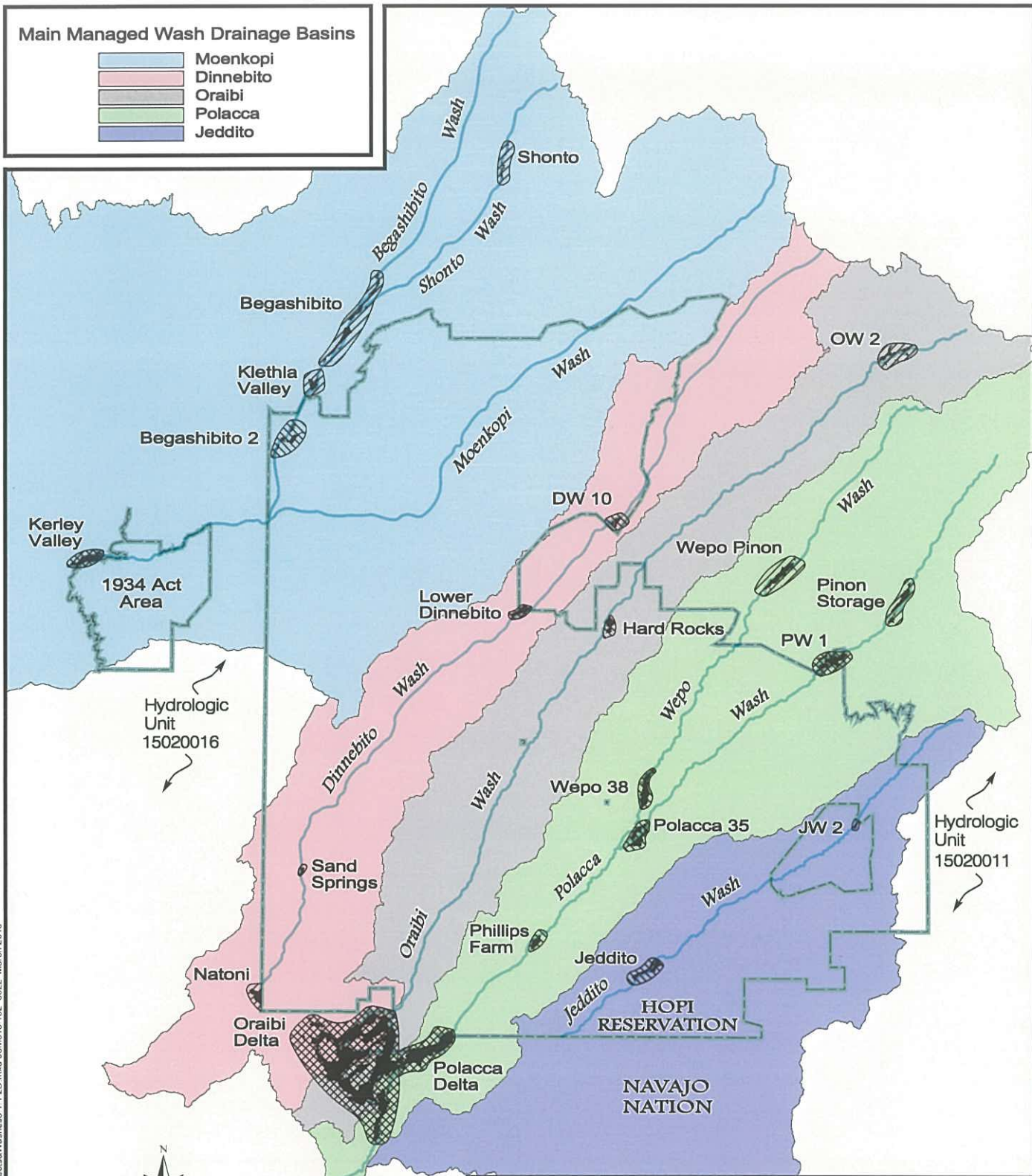
Navajo Nation Boundary Springs - Exhibit 7.2.3.5.3, Page 3 of 3

Spring Number	Spring Name	Key	Coordinates		Spring Number	Spring Name	Key	Coordinates	
			X	Y				X	Y
01A-71	Morman Well		503748	4015677	<i>Springs Not Labeled on Exhibit (cont.)</i>				
03A-145		S-00436111-A.1 3	499230	3995978			S-00336111-A.3 3	477006	3997251
03A-26A	Spring on the Rock	S-00135111-H.2 3	478333	3979648			S-00436111-A.2 3	478405	3997086
3A-PHS-62	Leechee Dasikaid Spring	S-00736111-B.1 3	492868	4000326			S-00436111-A.3 3	477279	3997017
H-60	Spring-7-2-9	S-00135110-F.1 7	579555	3943889			S-00536111-A.2 3	478774	3996785
Juanita Begay Spring	Juanita Begay Spring		494839	4000217			S-00536111-A.3 3	476660	3996471
MOE-S-197	MOE-S-197	W-00536110-C.8 1	505776	4019863			S-00636111-A.2 3	478057	3996130
Unnamed spring 1		S-00236111-B.1 3	490357	3999231			S-00636111-A.3 3	476550	3996482
Unnamed spring 10		S-00136110-C.8 1	505716	4019743			S-00736111-A.2 3	478761	3996301
Unnamed spring 11		S-01035110-D.4 7	549935	3928449			S-00736111-A.3 3	476288	3996581
Unnamed spring 12	Spring		550248	3928747			S-00836111-A.2 3	478368	3996215
Unnamed spring 13		S-00335110-D.3 7	560833	3928638			S-00836111-A.3 3	476225	3996623
Unnamed spring 2		S-00336111-B.1 3	490386	3999247			S-00936111-A.3 3	475985	3996729
Unnamed spring 3		S-00436111-B.1 3	492286	4000286			S-01036111-A.3 3	476082	3996671
Unnamed spring 4	Spring		492515	4000297			S-01036111-B.2 3	478964	3999627
Unnamed spring 5		S-00636111-B.1 3	492568	4000297			S-01136111-A.3 3	475832	3996710
Unnamed spring 6		S-00136111-A.1 3	499642	3993025			S-01236111-A.3 3	475477	3996916
Unnamed spring 7		S-00236111-A.1 3	499267	3994221			S-01336111-A.3 3	475336	3996921
Unnamed spring 8		S-00336111-A.1 3	499270	3996529			S-01436111-A.3 3	475005	3996937
Unnamed spring 9		S-00536111-B.1 3	499521	4000314					
<i>Springs Not Labeled on Exhibit</i>									
03A-18	Charley Day Well		478671	3999739					
03B-270		S-00236111-A.2 3	477773	3996522					
	Goldtooth Spring		478108	3995232					
	MOE-S-209		476818	3996981					
	MOE-S-216		478567	3996255					
	MOE-S-217		478466	3996230					
	MOE-S-219		478715	3996249					
	MOE-S-220		474345	3997220					
	MOE-S-221		476875	3996995					
	MOE-S-222		479120	3997620					
	MOE-S-223		475131	3996787					
	MOE-S-231		478882	3996600					
	MOE-S-232		478817	3996490					
	Spring		478955	3996378					
	Spring		478890	3996231					
	Spring		477811	3995083					
	Spring		477850	3995081					
		S-00136111-A.2 3	477846	3996397					
		S-00336111-A.2 3	477880	3996356					

Exhibit G

Main Managed Wash Drainage Basins

- Moenkopi
- Dinnebito
- Oraibi
- Polacca
- Jeddito



Note:
 Drainage basin boundaries are from the Natural Resources Conservation Service (NRCS) digital hydrologic unit boundary layer to the 5th level for the State of Arizona.

**Exhibit 7.1.1.2D
 Designated Historic Irrigation Project General Location**

- All-Hopi Designated Project
- All-Navajo Designated Project
- Joint Navajo-Hopi Designated Project
- Irrigated Lands (BIA 2001) within Designated Project
- Managed Washes

Exhibit H

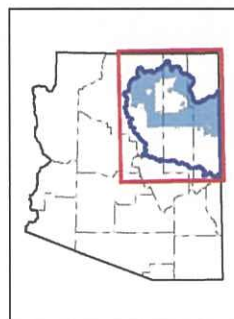
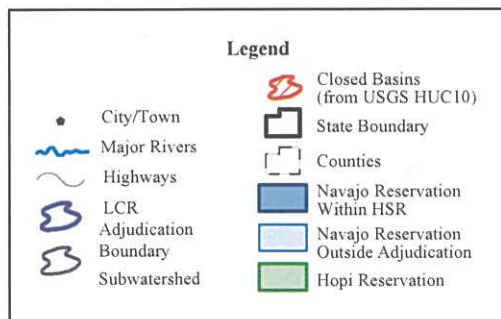
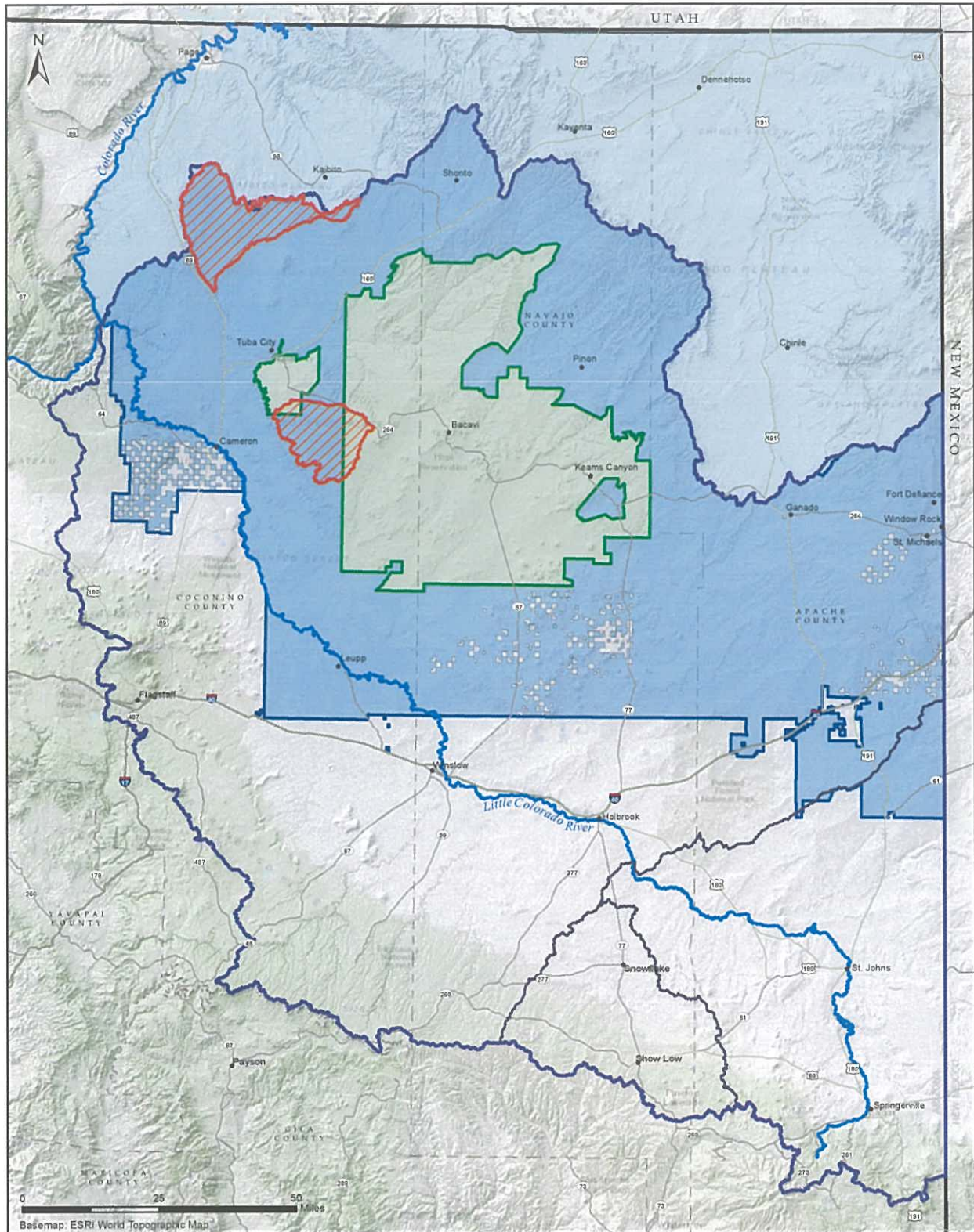


Exhibit 3.1.21b

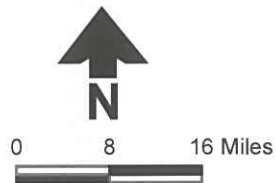
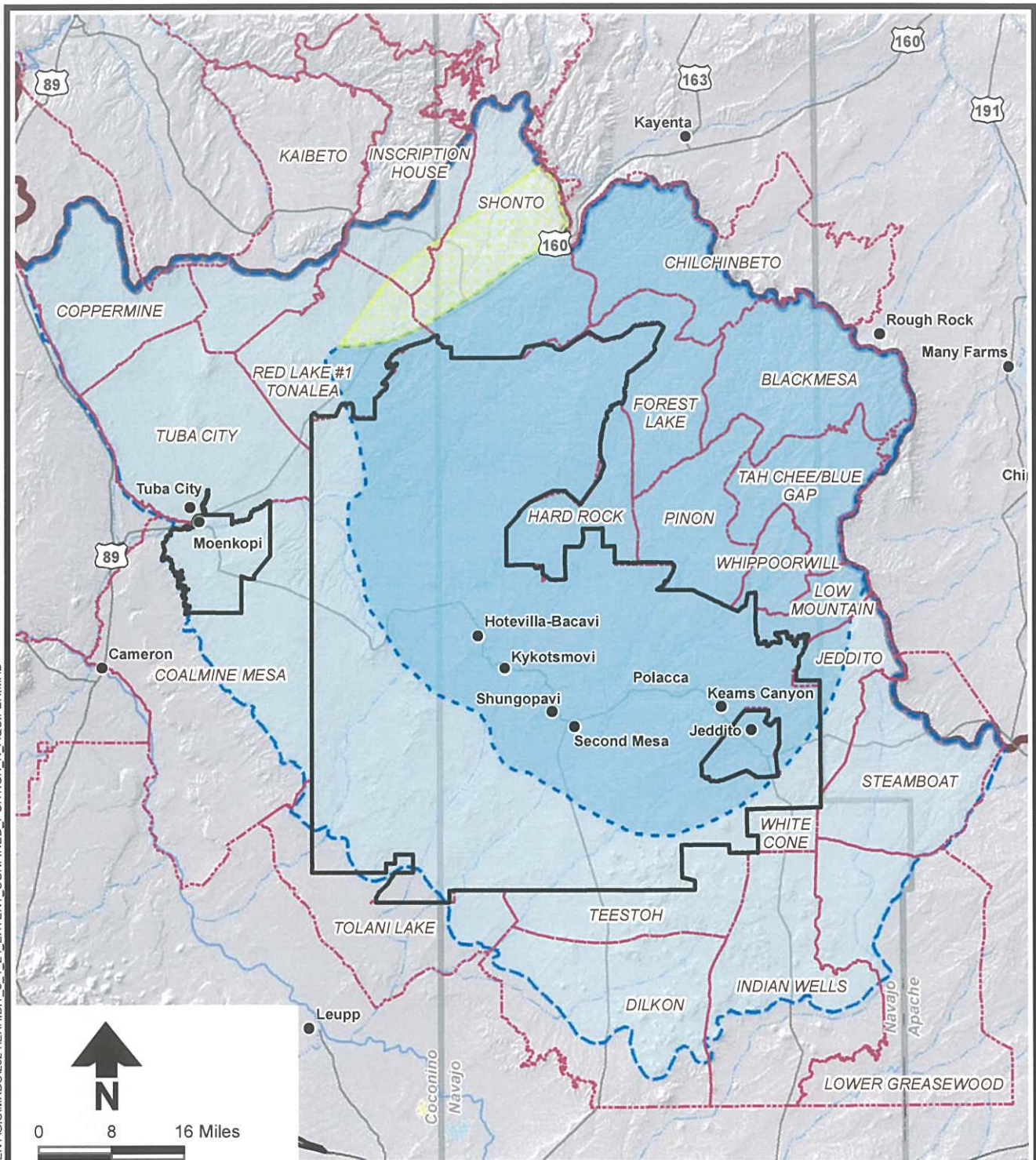
On-Reservation Closed Basins

Final Navajo Reservation HSR
within the LCR Watershed

DCMI, Stock and Wildlife Watering, & Stockponds

Exhibit I

Q:\PROJECTS\HOPI_WATER_RIGHTS_SETTLEMENT\GIS\MXDS\2024\EXHIBIT_3_1_24_EXTENT_CONFINED_PORTION_N_AQUIFER.MXD



Explanation

- Town or village
- LCR Basin boundary
- ▭ Hopi Reservation
- - - Navajo Nation chapter
- ▭ N-Aquifer extent
- ▭ Confined N-Aquifer extent
- ▨ Shonto Recharge Area
- ▭ County boundary

Note: Exhibit may be modified by mutual consent of the Hopi Tribe and the Navajo Nation.

Exhibit J

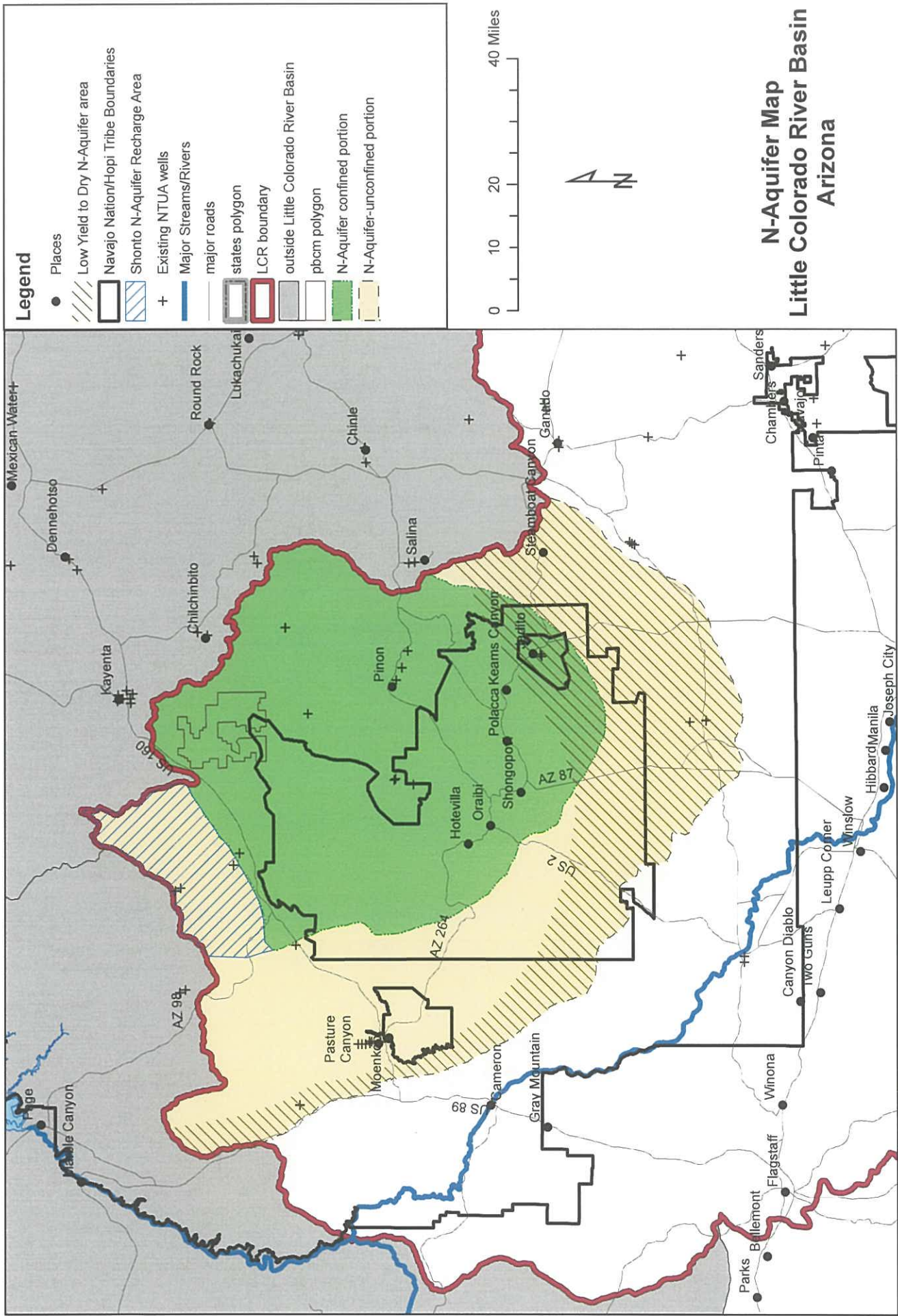
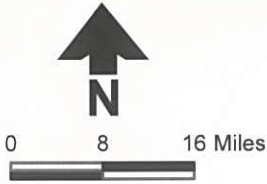
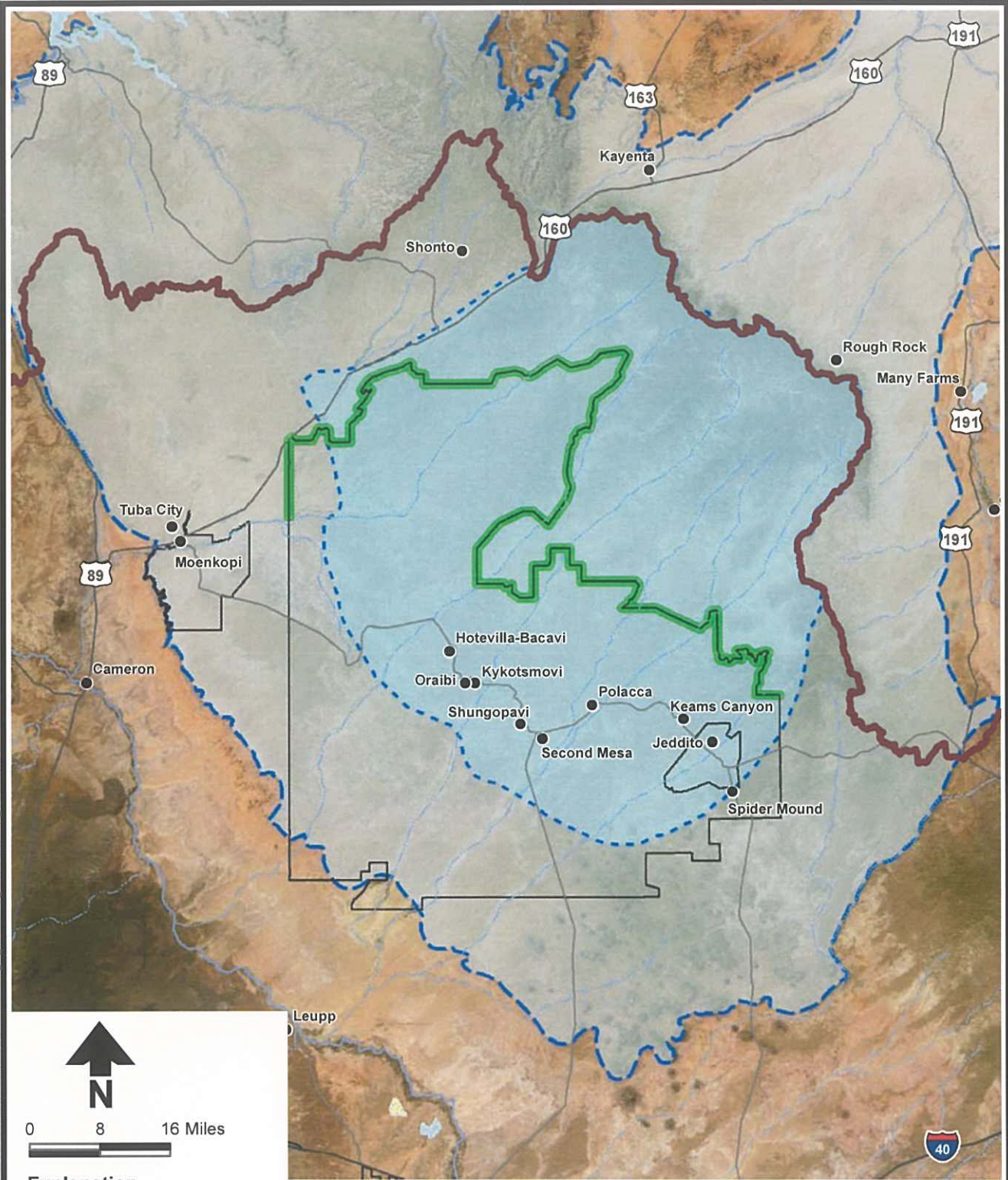


Exhibit K

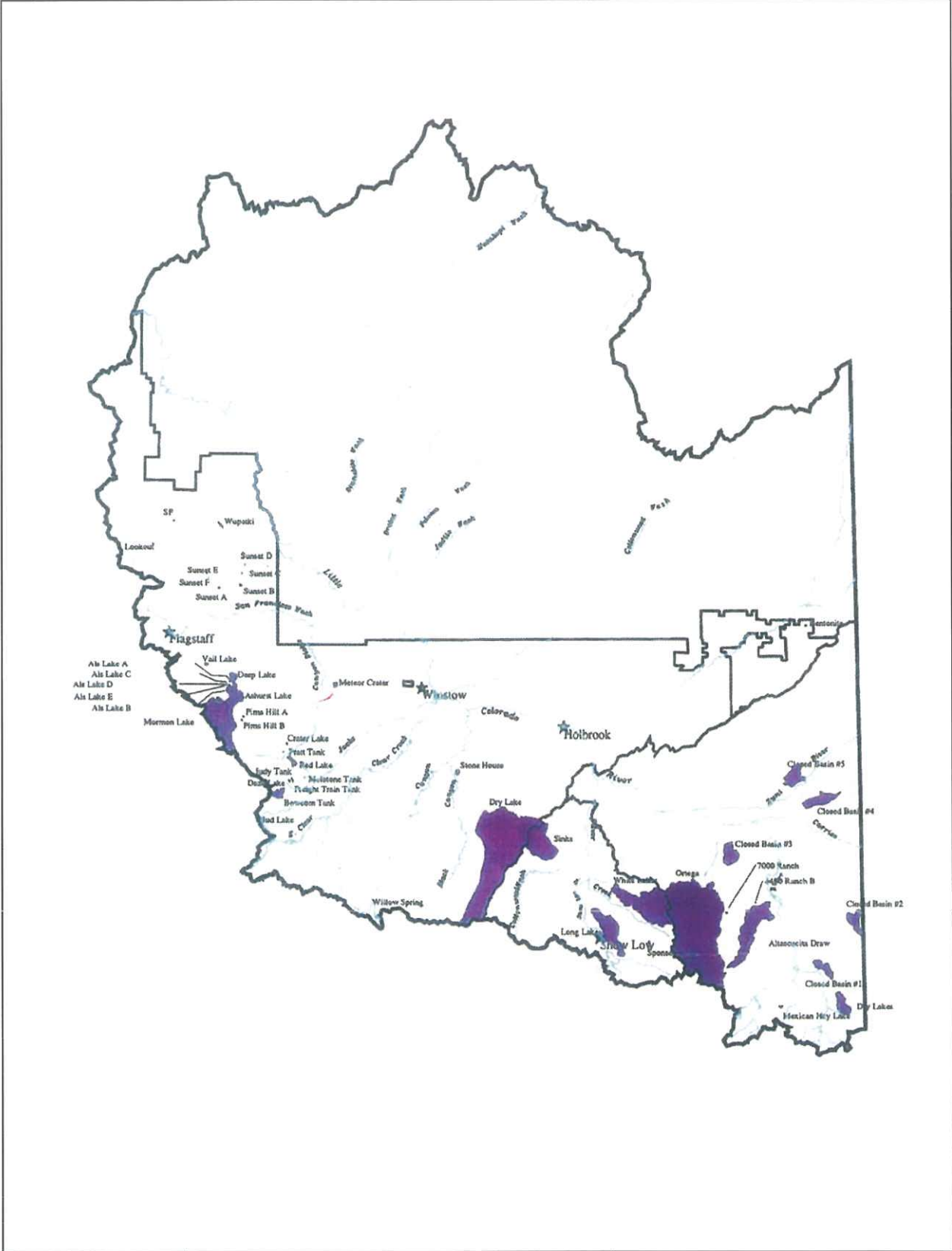
Q:\PROJECTS\HOPI_WATER_RIGHTS_SETTLEMENT\GIS\MXD\2024\EXHIBIT_N_AQUIFER_RESTRICTED_ZONE.MXD



Explanation

- Town or village
- ▭ Hopi Reservation
- ▭ Little Colorado River (LCR) Basin boundary
- ▭ N Aquifer Restricted Zone
- ▭ Approximate N aquifer extent
- ▭ Approximate confined N aquifer extent

Exhibit L



Legend

 Closed Drainage Basins in the LCR Adjudication Area

Source: ADWR, 1994

N



Exhibit 3.1.21a
Off Reservation
Closed Basin Map

Exhibit M

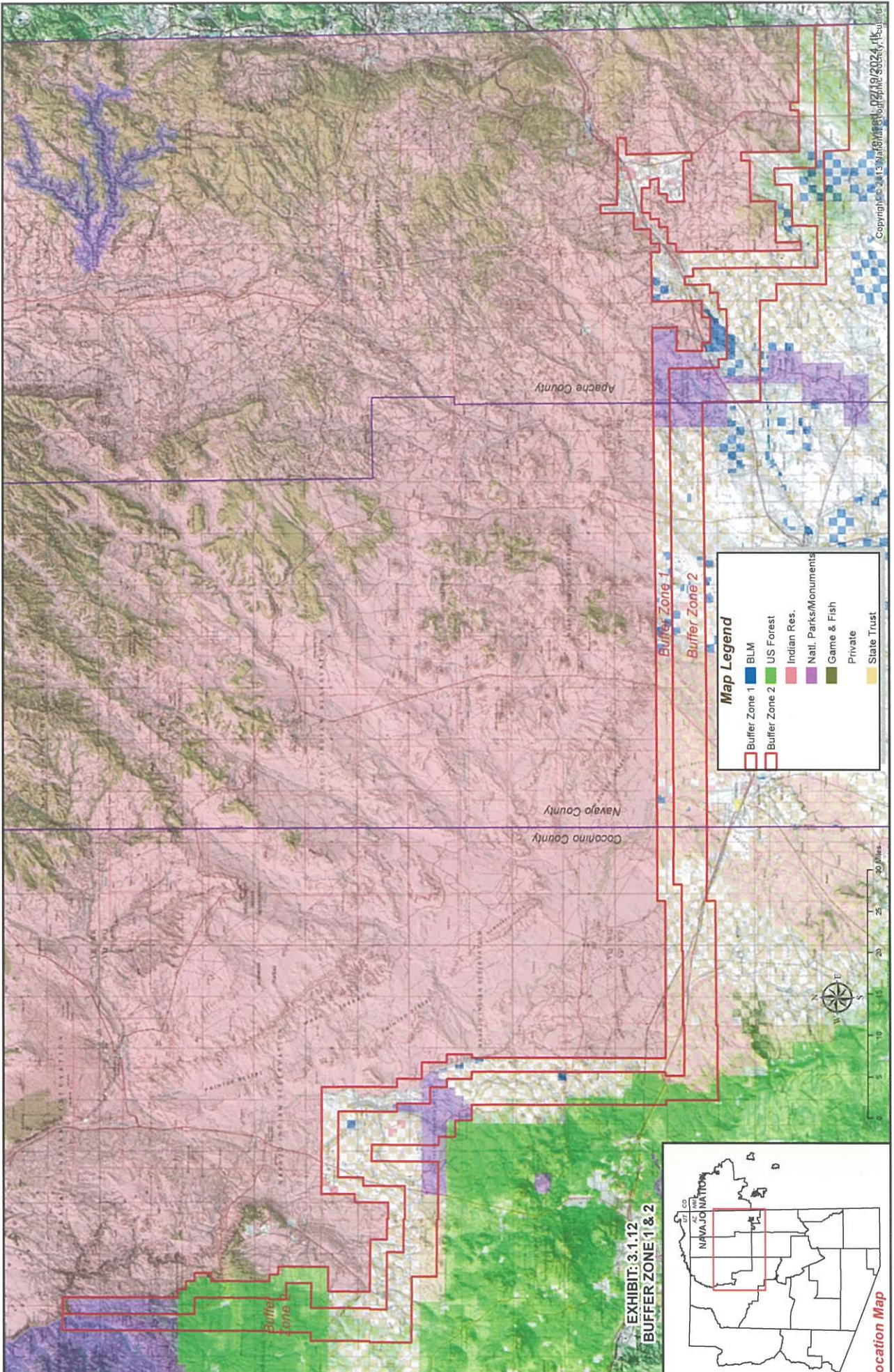


Exhibit N

**RESOLUTION OF THE
NAVAJO NATION WATER RIGHTS COMMISSION**

To Expand the Navajo Nation Water Rights Negotiation Team Established by NNWRC-2023-005 for the Northeastern Arizona Indian Water Rights Settlement Agreement.

WHEREAS

1. The Navajo Nation Council, pursuant to Resolution CAP-39-02, established the Navajo Nation Water Rights Commission (the "Commission"); and
2. The Commission works to ensure that the water rights of the Navajo Nation are vigorously pursued and effectively coordinated, and to enhance the communication between all entities engaged in water rights efforts on behalf of the Navajo Nation; and
3. The Commission is authorized to establish and supervise negotiating teams for any and all Navajo Nation water rights negotiation efforts to ensure consistency of positions and to maximize success consistent with the Navajo Nation water strategy; and
4. On April 19, 2023, the Navajo Nation Water Rights Commission passed NNWRC-2023-005 establishing a Navajo Nation Water Rights Negotiation Team ("Negotiation Team") to negotiate a water rights settlement with the State of Arizona and related parties. The Negotiation Team is comprised of Council Delegates from affected Arizona communities, representatives from the Executive Branch, and legal and technical staff from the Navajo Nation Department of Justice and the Navajo Nation Department of Water Resources; and
5. The Navajo Nation and other interested parties in the Little Colorado River Adjudication, including the State of Arizona, the Hopi Tribe, and the San Juan Southern Paiute Tribe, have substantially negotiated a proposed comprehensive water settlement of the Navajo Nation's water rights in Arizona (the "Northeastern Arizona Indian Water Rights Settlement Agreement" or "Settlement Agreement"); and
6. The proposed Settlement Agreement, once authorized and funded by the United States Congress, would settle all water rights claims in the State of Arizona for the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe; and
7. The proposed Settlement Agreement, once authorized and funded by the United States Congress and conformed to match those terms, will recognize the enforceable water rights of the Navajo Nation and provide vital funding for water infrastructure development that is critical to meet the current and future needs of the Navajo People in the Arizona portion of the Navajo Nation; and
8. Key Navajo water claims recognized in the Settlement Agreement include:
 - a. 44,700 acre-feet per year (AFY) of the State of Arizona's Upper Basin allocation of Colorado River water;
 - b. 3,600 AFY of Fourth Priority Lower Basin Colorado River water;
 - c. All of the Little Colorado River water that reaches the Navajo Nation;

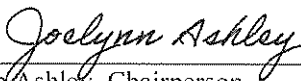
- d. All of the Navajo Aquifer that underlies the Navajo Nation (subject to an agreement with the Hopi Tribe regarding pumping limits for conservation purposes); and
 - e. All of the Coconino Aquifer that underlies the Navajo Nation; and
9. After the proposed Settlement Agreement is approved by the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the State of Arizona parties the Settlement Agreement will be introduced in Congress to be authorized by the United States. In the event changes are made to the Settlement Agreement during the congressional process, the Navajo Nation Council authorizes the Negotiation Team to approve necessary technical and conforming changes to the Settlement Agreement; and
10. The Commission recommends expanding the Navajo Nation Water Rights Settlement Negotiation Team to include Navajo Nation Council Speaker Crystalyne Curley, Navajo Nation Council Delegate Casey Allen Johnson, and Navajo Nation Council Delegate Helena Nez Begay to assist in approving the technical and conforming changes to the Settlement Agreement that occur during the congressional process; and
11. The Navajo Nation Water Rights Commission determines that expanding the Navajo Nation Water Rights Settlement Negotiation Team is in the best interest of the members and chapters of the Navajo Nation residing within Arizona and the Navajo Nation in general.

NOW THEREFORE BE IT RESOLVED:

The Navajo Nation Water Rights Commission hereby expands the Navajo Nation Water Rights Settlement Negotiation Team to include Navajo Nation Council Speaker Crystalyne Curley, Navajo Nation Council Delegate Casey Allen Johnson, and Navajo Nation Council Delegate Helena Nez Begay.

CERTIFICATION

I hereby certify that the foregoing resolution, To Expand the Navajo Nation Water Rights Negotiation Team Established by NNWRC-2023-005 for the Navajo Nation's Arizona Water Rights Negotiations, was duly considered by the Navajo Nation Water Rights Commission at a duly called meeting in Window Rock, Navajo Nation (Arizona) at which a quorum was present and consensus was reached this 8th day of May, 2024.



Joelynn Ashley, Chairperson
Navajo Nation Water Rights Commission

Motioned: Commissioner Lorenzo Bates
Seconded: Commissioner Jason John

Exhibit O

**RESOLUTION OF THE
NAVAJO NATION WATER RIGHTS COMMISSION**

**Endorsing the Northeastern Arizona Indian Water Rights Settlement Agreement and
Recommending Approval by the Resources and Development and Budget and Finance and
Naabik'ivati' Committees and the Navajo Nation Council.**

WHEREAS

1. The Navajo Nation Council, pursuant to Resolution CAP-39-02, established the Navajo Nation Water Rights Commission (the "Commission"); and
2. The Commission works to ensure that the water rights of the Navajo Nation are vigorously pursued and effectively coordinated, and to enhance the communication between all entities engaged in water rights efforts on behalf of the Navajo Nation; and
3. The Commission is authorized to establish and supervise negotiating teams for any and all Navajo Nation water rights negotiation efforts to ensure consistency of positions and to maximize success consistent with the Navajo Nation water strategy; and
4. The Commission recommends resolutions to Standing Committees of the Navajo Nation Council to enhance the Navajo Nation position on water rights claims; and
5. Bits'íis Nínee (River of Long Life Span – the Colorado River) and Tolchi'íkooh (Red Water Wash – the Little Colorado River) are protectors for the Navajo people born from our sacred mountains, and are two of the four sacred rivers that set the boundaries for Diné'tah (Navajoland). The settlement of the Nation's waters located in Arizona ensures that these rivers will continue to protect the Navajo Nation (the "Nation") and our people and sustain life on our lands – forever; and
6. Since Navajo creation, water has served as a fundamental element to Navajo life. Tó béí da' iiná. (With water, there is life), and it is elemental to Hózhóogo Oodáál, the Navajo Way of Life. We pray and make offerings for rain to fill our rivers so our animals, crops, land, and people can grow and thrive. In the Hózhóoji (Blessingway Ceremony), we cleanse our bodies with water and wash our hair to restore harmony to our lives. Many Navajo people are connected to water through our clan names; and
7. Navajo communities in Arizona that encompass portions of the Upper Basin of the Colorado River and the Lower Basin of the Colorado River have severe water infrastructure deficiencies that negatively impact the health, economy, and welfare of the Navajo people, as recognized by the Navajo Nation Department of Water Resources, Water Resource Development Strategy for the Navajo Nation (July 2011) at VIII; and
8. In 2020, during the Coronavirus (COVID-19) pandemic, the lack of water infrastructure on the Navajo Nation exacerbated the spread of the virus infecting more than 90,000 Navajo people and resulting in the death of more than 2,000 Navajo People. This placed the Navajo Nation in the global and national spotlight for its lack of access to clean water. Without access to potable water, Navajo communities remain disproportionately vulnerable to COVID-19 and other communicable diseases;

and

9. The lack of water infrastructure and access to potable water sources on the Navajo Nation is compounded by intensifying climate conditions and a “megadrought” impacting all of the American Southwest. The proposed comprehensive Arizona water rights settlement will protect the Navajo People from these impacts and sustain continued life on the Navajo Nation by ensuring that a meaningful water source will be available and accessible to the Navajo People in the near term and for generations to come; and
10. In July of 2020, the State of Arizona, other interested parties, the Hopi Tribe, the Navajo Nation, and the United States began its most recent water rights negotiation discussions to settle the water rights of the Hopi Tribe and the Navajo Nation for all water claims within the State of Arizona; and
11. On April 15, 2023, a Leadership Meeting was held between President Buu Nygren, Speaker Crystalyne Curley, the Naabik’iyati’ Committee of the 25th Navajo Nation Council, and the Navajo Nation Water Rights Commission where they decided that the Navajo Nation would commence renewed efforts to settle its comprehensive claims to water rights in the State of Arizona.
12. On April 19, 2023, the Navajo Nation Water Rights Commission passed NNWRC-2023-005 establishing a Navajo Nation Water Rights Negotiation Team (“Negotiation Team”) to negotiate a water rights settlement with the State of Arizona and related parties. The Negotiation Team is comprised of Council Delegates from affected Arizona communities, representatives from the Executive Branch, and legal and technical staff from the Navajo Nation Department of Justice and the Navajo Nation Department of Water Resources; and
13. The Navajo Nation and other interested parties in the Little Colorado River Adjudication, including the State of Arizona, the Hopi Tribe, and the San Juan Southern Paiute Tribe, have substantially negotiated a comprehensive water settlement of the Navajo Nation’s water rights in Arizona (the “Northeastern Arizona Indian Water Rights Settlement Agreement” or “Settlement Agreement”); and
14. The Settlement Agreement, once authorized and funded by the United States Congress, would settle all water rights claims in the State of Arizona for the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe; and
15. The Settlement Agreement, once authorized and funded by the United States Congress and conformed to match those terms, will recognize the enforceable water rights of the Navajo Nation and provide vital funding for water infrastructure development that is critical to meet the current and future needs of the Navajo People in the Arizona portion of the Navajo Nation; and
16. Key Navajo water claims recognized in the Settlement Agreement include:
 - a. 44,700 acre-feet per year (AFY) of the State of Arizona’s Upper Basin allocation of Colorado River water;
 - b. 3,600 AFY of Fourth Priority Lower Basin Colorado River water;
 - c. All of the Little Colorado River water that reaches the Navajo Nation;
 - d. All of the Navajo Aquifer that underlies the Navajo Nation (subject to an agreement with the Hopi Tribe regarding pumping limits for conservation purposes); and
 - e. All of the Coconino Aquifer that underlies the Navajo Nation; and
17. The Settlement Agreement requests that the United States Congress provide funding necessary to

build water projects for the Navajo Nation, including the iiná bá – paa tuwaq’atsi pipeline (formerly known as the Western Navajo Pipeline), the Southwest Regional Groundwater Project, the Ganado Regional Groundwater Project, the Black Mesa Regional Groundwater Project, the Four Corners Project, the Kayenta Project, the Lupton Area Project, the Code Talker Lateral, and local N-Aquifer and C-Aquifer projects; and


18. The Settlement Agreement also requests that the United States Congress provide funding for the Navajo Nation Renewable Energy Trust Fund, the Navajo Nation Agricultural Conservation Trust Fund, the Navajo Operation, Maintenance & Replacement Fund, and the Navajo Nation Lower Basin Colorado River Water Acquisition Fund; and
19. The 118TH Congress and the current Administration support Indian Water Rights Settlements and it is important to submit the Settlement Agreement as soon as possible and in accordance with the current congressional schedule for its consideration during this favorable time; and
20. Since January 29, 2024, the Navajo Nation Water Rights Commission, with legal and technical assistance from the Department of Justice Water Rights Unit and the Department of Water Resources, provided 31 public presentations on the Northeastern Arizona Indian Water Rights Settlement Agreement to 733 individuals in 25 different chapter communities. Presentations were also provided to the Diné Hataalii Association, the Navajo Nation Human Rights Commission and to the Northern, Western, Central, and Fort Defiance Agency Councils. There were also 7 forums held on radio and social media livestreams reaching a listening audience of approximately 200,000 individuals and receiving interaction from approximately 28,500 social media accounts; and
21. Consistent with the concept of *Tó’éí’iiná at’e*, the Navajo Nation Water Rights Commission determines that it is in the best interest of the members and chapters of the Navajo Nation residing within Arizona and the Navajo Nation in general, to recommend approval by the Navajo Nation Council of the Northeastern Arizona Indian Water Right Settlement Agreement.

NOW THEREFORE BE IT RESOLVED:

The Navajo Nation Water Rights Commission hereby endorses the Northeastern Arizona Indian Water Rights Settlement Agreement, attached here as Exhibit A, and recommends approval by the Resources and Development, Budget and Finance and Naabik’iyati’ Committees and the Navajo Nation Council of the Settlement Agreement.

CERTIFICATION

I hereby certify that the foregoing resolution, **Endorsing the Northeastern Arizona Indian Water Rights Settlement Agreement and Recommending Approval by the Resources and Development, Budget and Finance and Naabik’iyati’ Committees and the Navajo Nation Council**, was duly considered by the Navajo Nation Water Rights Commission at a duly called meeting in Window Rock, Navajo Nation (Arizona) at which a quorum was present and consensus was reached this 9th day of May, 2024.



Joelynn Ashley, Chairperson
Navajo Nation Water Rights Commission

Motioned: Commissioner Lorenzo Bates
Seconded: Commissioner Jason John

Exhibit P

EXHIBIT 9.10

CERTAIN AGREEMENTS AMONG THE UNITED STATES, THE HOPI TRIBE, THE NAVAJO NATION, BAR T BAR,
AND THE ARIZONA STATE LAND DEPARTMENT CONCERNING UNDERGROUND WATER AND RELATED
RIGHTS AND OBLIGATIONS IN THE NAVAJO HOPI C-AQUIFER PUMPING RESTRICTION AREA AND BAR T
BAR RANCH

1. Reference to the Agreement. This Exhibit 9.10 is attached to and a part of that certain Northeastern Arizona Indian Water Rights Settlement Agreement (the "Agreement").
2. Parties. The parties to this Exhibit 9.10 are the United States acting as trustee for the Hopi Tribe, the United States acting as trustee for the Navajo Nation, the Hopi Tribe, the Navajo Nation, Bar T Bar Ranch, Inc., Bar T Bar Ranch Company, LP, Meteor Crater Enterprises, Inc. (Bar T Bar Ranch, Inc., Bar T Bar Ranch Company, LP, Meteor Crater Enterprises, Inc., collectively hereinafter referred to as "Bar T Bar") and the Arizona State Land Department. The terms of this Exhibit 9.10 are binding on the parties to this Exhibit 9.10 and their successors and assigns in perpetuity. For purposes of this Exhibit 9.10, reference to any named party refers to the named party and third parties acting on its behalf.
3. Definitions. Initially capitalized terms not otherwise defined in this Exhibit 9.10 shall have the meanings ascribed to such terms in the Agreement. Shorthand references in this Exhibit 9.10 to "T[##]N R[##]E" refer to Townships and Ranges, Gila and Salt River Base and Meridian, Coconino County, Arizona.
4. Conflict or Inconsistency. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Exhibit 9.10, the terms of this Exhibit 9.10 shall govern and control.
5. Navajo Hopi C-Aquifer Pumping Restriction Area. In addition to the "Bar T Bar Ranch Pumping Restriction Area" (defined below), this Exhibit 9.10 pertains to certain land and related rights owned as of the Effective Date by (i) the United States in trust for the benefit of the Hopi Tribe, (ii) the United States in trust for the benefit of the Navajo Nation, (iii) the Hopi Tribe, (iv) the Navajo Nation, and (v) the Arizona State Land Department, within the geographic area described as follows:
 - a. T20N R11E.
 - b. T20N R12E, except those portions of Sections 24 and 36 outside Arizona State Land Department Grazing Lease 05-474 (attached to this Exhibit 9.10 as Attachment A).
 - c. Sections 10, 11, 13, 14, 15, 23 and 24, T20N R12.5E, except those portions of Sections 10 and 14 lying northeast of the centerline of the BNSF railroad right of way.
 - d. Sections 19, 29 and 30, T20N R13E, except those portions of Section 30 lying northeast of the centerline of the BNSF railroad right of way.
 - e. Sections 20, 29, 30, 31 and 32, T21N R11E.
 - f. Portions of Section 19, T21N R11E.

The geographic area described in this paragraph 5 is hereinafter referred to as the “Navajo Hopi C-Aquifer Pumping Restriction Area” and is depicted in Figure 1 attached to this Exhibit 9.10 and incorporated herein by this reference.

6. Buffer Zone 1 and Buffer Zone 2 Not Applicable. Without limiting the generality of paragraph 4 of this Exhibit 9.10, Buffer Zone 1 and Buffer Zone 2 do not include, and Subparagraphs 9.4, 9.5, 9.6, 9.7, 9.8 and 9.9 of the Agreement shall have no application to, land within the Navajo Hopi C-Aquifer Pumping Restriction Area that is leased, owned, or otherwise controlled by the Hopi Tribe, or has been condemned for the benefit of the Hopi Tribe, or is held in trust by the United States for the benefit of the Hopi Tribe, regardless of when such lease, ownership, control, or trust status commences.
7. Hopi Tribe Buffer North. Following the Effective Date, no new Non-Exempt Wells shall be drilled in:
 - a. The north one mile of Sections 1 and 3, or anywhere in Sections 2 and 4, T20N R11E.
 - b. The north one mile of Sections 1, 3, and 5, or anywhere in Sections 2 (to the extent included with the Navajo Hopi C-Aquifer Pumping Restriction Area), 4 and 6, T20N R12E.

The geographic area described in this paragraph 7 is depicted in Figure 1 and identified in Figure 1 as the “Hopi Tribe Buffer North.”

8. Hopi Tribe Buffer West. Following the Effective Date, the Hopi Tribe shall not drill any new Non-Exempt Wells as follows in T21N R11E:
 - a. Within a 0.75 mile radius of the Wells registered with ADWR as Well No. 55-220247 and Well No. 55-220248 (the “Protected Wells”) as depicted in Figure 2 attached to this Exhibit 9.10 and incorporated herein by this reference.
 - b. Within one mile of the western boundary of the 1934 Navajo Reservation and north of the Protected Wells in Sections 19 and 20.
 - c. Within Section 32 outside the western boundary of the 1934 Navajo Reservation and south of the Protected Wells.

The geographic area described in this paragraph 8 is depicted in Figure 2 and identified in Figure 2 as the “Hopi Tribe Buffer West.”

9. Limitation on Hopi Pumping. The Hopi Tribe may pump an amount of Underground Water not to exceed 6,570 AFY, collectively, from the following areas:
 - a. “Hopi Tribe Buffer South,” which means the geographic area between Hopi Tribe Buffer North and 6 miles south and west of the southern boundary of the Navajo Reservation encompassed within T20N R11E, T20N R12E, T20N R12.5E, and T20N R13E as depicted in Figure 1.
 - b. Hopi Tribe Buffer West insofar as there are existing Non-Exempt Wells within this buffer as of the Effective Date, such as the Hopi Bluebird Well.

New Exempt Wells are not limited or restricted in the Navajo Hopi C-Aquifer Pumping Restriction Area or elsewhere on Hopi fee land or land held in trust by the United States for the benefit of the Hopi Tribe.

10. Location, Use, and Capacity of Hopi Wells. The Hopi Tribe's Wells in Hopi Tribe Buffer South and in Section 31, T21N R11E, shall not be subject to any limits on use (individually or collectively for any one or more uses), location, or individual Well capacity; provided, however, that the Hopi Bluebird Well shall not exceed a pumping capacity of 450 GPM, and the Hopi Bluebird Well may only be replaced with a Well limited to a pumping capacity of 450 GPM or less, located at a site no farther than 660 feet from the location of the Hopi Bluebird Well as of the Effective Date. The Hopi Bluebird Well may be operated in conjunction with the replacement Well as long as the combined Underground Water withdrawal from both Wells does not exceed 450 GPM.
11. Bluebird Buffer. Following the Effective Date, neither the Navajo Nation nor the Arizona State Land Department shall drill any new Non-Exempt Wells within 0.50 miles of the Hopi Bluebird Well (as located as of the Effective Date). The boundary of the geographic area described in this paragraph 10 is depicted in Figure 2 by the partial blue circle identified as the "Hopi Bluebird well ½ mile buffer."
12. Bar T Bar Ranch Pumping Restriction Area. Without limiting the generality of paragraph 4 of this Exhibit 9.10, Buffer Zone 2 does not include, and Subparagraphs 9.4, 9.5, 9.6, 9.7, 9.8 and 9.9 of the Agreement shall have no application to land within the "Bar T Bar Northern Restrictive Area" (as depicted in Figure 3 attached to this Exhibit 9.10 and incorporated herein by this reference) or the "Bar T Bar Southern Restrictive Area" (as depicted in Figure 3 attached to this Exhibit 9.10 and incorporated herein by this reference) (collectively, "Bar T Bar Ranch Pumping Restriction Area"). Instead, Bar T Bar shall limit pumping in the Bar T Bar Ranch Pumping Restriction Area as follows:
 - a. Bar T Bar has five Existing Wells within the Bar T Bar Ranch Pumping Restriction Area, as depicted in Figure 3. These Existing Wells include four wells each having a 6-inch casing diameter (Covid, Trailer Park, Rimmy Jim and Dennison wells, collectively called "the 6-Inch Wells") and one with an 8-inch diameter ("the Museum Well").
 - b. The 6-Inch Wells shall each be limited to pumping a maximum of 100 AFY.
 - c. The Museum Well shall be limited to pumping a maximum of 175 AFY.
 - d. Water pumped from Bar T Bar's five Existing Wells within the Bar T Bar Ranch Pumping Restriction Area shall only be used on the lands within the Bar T Bar Ranch Pumping Restriction Area.
 - e. The five Existing Wells within the Bar T Bar Ranch Pumping Restriction Area may be replaced with a Well limited to the same capacity as the original Existing Well, provided that the replacement Well is located at a site no more than 660 feet from the location of the Existing Well to be replaced. The original Existing Well may be operated in conjunction with the replacement Well so long as the combined withdrawal for both Wells does not exceed 100 AFY or 175 AFY, as applicable.
 - f. Bar T Bar shall not drill any New Wells in the Bar T Bar Ranch Pumping Restriction Area prior to the Effective Date.

- g. After the Effective Date, Bar T Bar shall limit combined pumping from new Non-Exempt Wells in the Bar T Bar Ranch Pumping Restriction Area to no more than 4000 AFY.
 - h. New Non-Exempt Wells in the Bar T Bar Northern Restricted Area shall be limited to a pumping capacity of 500 GPM or less, with a cumulative cap of 3000 GPM, which 3000 GPM cap is included in and not in addition to the 4000 AFY cap described in paragraph 12(g). Water pumped from the Bar T Bar Northern Restricted Area shall only be used on the lands within the Bar T Bar Ranch Pumping Restriction Area.
 - i. New Non-Exempt Wells in the Bar T Bar Southern Restrictive Area may be of any size, and Water pumped from new Non-Exempt Wells in the Bar T Bar Southern Restrictive Area may be used anywhere in the LCR watershed.
 - j. New Exempt Wells are not limited or restricted in the Bar T Bar Ranch Pumping Restriction Area.
 - k. Nothing in this agreement shall limit pumping on lands owned by Bar T Bar outside of the Bar T Bar Ranch Pumping Restriction Area.
13. Amendments and Waivers. Any amendments to this Exhibit 9.10 must be in writing and signed by all of the parties to this Exhibit 9.10. No provision of this Exhibit 9.10 shall be waived except by a written instrument unambiguously setting forth the matter waived and signed by the party against which enforcement of such waiver is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.
14. Paragraph Headings. The Paragraph titles used in this Exhibit 9.10 are for convenience only and shall not be considered in the construction of this Exhibit 9.10.

Signature Pages Follow

THE UNITED STATES OF AMERICA

By: _____

Dated: _____

Secretary of the Interior

HOPI TRIBE

By: _____

Dated: _____

Chairman

Attest: _____

Approved as to form:

Attorney

SIGNATURE AUTHORITY

The undersigned representatives of the Navajo Nation to this Agreement certify that he and she are fully authorized to enter into the terms and conditions of this Agreement, to execute it, and to bind the Navajo Nation to this Agreement.

Navajo Nation

This Agreement is executed by the Navajo Nation, acting through its President and its Attorney General.

IN WITNESS WHEREOF, the Navajo Nation has executed this Agreement on the dates provided below.

THE NAVAJO NATION

By: _____
Buu Nygren, President

Date: _____

By: _____
Ethel Branch, Attorney General

Date: _____

BAR T BAR RANCH, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

BAR T BAR RANCH COMPANY, LLP, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

METEOR CRATER ENTERPRISES, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

ARIZONA STATE LAND DEPARTMENT

By: _____

Title: _____

Dated: _____

Attachment A
State Grazing Lease 04-574

STATE LAND DEPARTMENT
STATE OF ARIZONA

GRAZING LEASE

Lease No. 05-474

THIS GRAZING LEASE ("Lease") is entered into by and between the State of Arizona ("Lessor") by and through the Arizona State Land Department ("Department") and

THE HOPI TRIBE
as ("Lessee"). In consideration of the payment of rent and of performance by the parties of each of the provisions set forth herein, the parties agree as follows:

ARTICLE 1
SUBJECT LAND

1.1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for the term, at the rent, and in accordance with the provisions of this Lease that State Land described in Appendix A attached hereto ("the Subject Land") for the uses and purposes specified in Article 4.

1.2 Lessee makes use of the Subject Land "as is" and Lessor makes no express or implied warranties as to the physical condition of the Subject Land.

ARTICLE 2
TERM

2.1 The term of this Lease commences on February 5, 2017, and ends on February 4, 2027, unless terminated earlier as provided in this Lease.

ARTICLE 3
RENT

3.1 Lessee shall pay rent to Lessor for the use and occupancy of the Subject Land during the term of this Lease without offset or deduction and without notice or demand, as established, on an annual basis.

3.2 The annual base rent shall be set by Lessor in the manner established by law and paid in advance each year.

05-GRAZ 5/93 (REV. 5/2013)

3.3 Each billing year in advance, Lessee shall inform Lessor, on forms to be provided by Lessor, whether Lessee intends to make full use, partial use or total non-use of the maximum allowable animal-unit-months for the Subject Land, so that the correct amount of rent may be billed by the Lessor. Lessee shall inform Lessor in writing of any subsequent change in the number of animal-unit-months which Lessee intends to use. If Lessee fails to provide Lessor with this information within the time stated in the form provided by Lessor, Lessee shall pay full-use rent.

3.4 There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

3.5 Prior to the time a rent payment, annual or otherwise, is due, upon Lessee's written request, Lessor at its discretion may extend the time for payment for an additional period not to exceed 90 days. There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

3.6 If the annual rent is at any time one calendar year in arrears, this Lease shall automatically terminate, without right of appeal by Lessee or any leasehold mortgagee, and Lessor shall proceed to cancel it on the records of the Department.

ARTICLE 4 USE OF SUBJECT LAND

4.1 The Subject Land is leased to the Lessee for the purposes of ranging livestock and for uses related thereto and no other use, except as approved in writing by Lessor after written application by Lessee.

4.2 Feedlot operations on the Subject Land are prohibited, but this shall not be construed to prevent the temporary or supplemental feeding of livestock.

ARTICLE 5 LIVESTOCK CARRYING CAPACITY

5.1 The livestock carrying capacity for the Subject Land shall be determined by the Lessor and may be adjusted from time to time, subject to the appeal rights of Lessee as provided by law. The appraised carrying capacity of the Subject Land shall not be exceeded during any billing year unless Lessee obtains the prior written permission of Lessor and agrees to pay the additional fees determined by Lessor.

ARTICLE 6
DUTY TO INFORM LESSOR OF TOTAL RANCH HOLDINGS

6.1 At the time of making application for the Lease, Lessee shall disclose to Lessor, on a form provided by Lessor, the total acreage used for grazing within the ranch unit or units of which the Subject Land is a part. This shall include, in addition to the Subject Land, any federal land which Lessee grazes pursuant to a written lease or permit any private land owned by or used by Lessee, with a designation as to which private lands are used pursuant to written agreement. In addition, Lessee shall show, on a map form supplied by or acceptable to Lessor: (1) the approximate location of all fence lines and man-made water sources and (2) the land ownership status (state, federal, or private) of the ranch unit or units of which the land covered by this Lease is a part.

6.2 In any determination as to whether the carrying capacity of the Subject Land has been exceeded, no claimed grazing use of private or federal lands within the ranch unit or units which have not been disclosed as part of the ranch unit or units shall be considered.

6.3 For purposes of determining whether the Lessee has remained within the authorized carrying capacity under this Lease, it shall be presumed that all land within a fenced pasture (whether state, federal or private) has been grazed to the same extent by livestock placed in that pasture unless Lessee or Lessor can, based upon range suitability and management practices, demonstrate to the contrary.

ARTICLE 7
RECORDS

7.1 Lessee shall keep records showing the numbers of Lessee's livestock of different classes on the ranch unit or units, the dates put on and removed and estimated death loss.

7.2 Such records shall be retained for a minimum period of three years.

7.3 The Lessor may, upon reasonable notice to the Lessee, require the production of the records described in Paragraph 7.1 above. In the event a dispute arises concerning the numbers of cattle grazed, the Lessee shall keep all documents and records until the dispute is finally resolved.

ARTICLE 8
TAXES; ADDITIONAL AMOUNTS

8.1 Lessee shall pay all assessments and charges for utilities and communication services, and assessments imposed pursuant to any construction on the Subject Land, all permit and authorization fees, all taxes, duties, charges and assessments of every kind of nature imposed by any public, governmental or political subdivision authority pursuant to

any currently or subsequently enacted law, ordinance, regulation or order, which during the term of this Lease, become due or are imposed upon, charged against, measured by or become a lien on (a) the Subject Land, (b) any improvements or personal property of the Lessee located on the Subject Land, (c) the interest of the Lessee to this Lease or in the proceeds received by Lessee from any assignment or sublease of the Subject Land.

8.2 Lessee shall pay or cause to be paid all amounts required to be paid under Paragraph 8.1 before any interest, penalty, fine or cost accrues for nonpayment.

ARTICLE 9
WAIVER

9.1 Acceptance of rent payments by Lessor shall not constitute a waiver by Lessor of any violation by Lessee of the provisions of this Lease.

9.2 No waiver of a breach of any provision of this Lease shall be construed as a waiver of any succeeding breach of the same or any other provision.

ARTICLE 10
IMPROVEMENTS

10.1 All buildings, fences, wells, pumps, pipelines, corrals, pens, range improvement practices (i.e., root plowing, land imprinting, clearing, etc.) and other structures of every kind and nature which exist, at anytime, on, above, or below the Subject Land or on a portion thereof and which are not portable in nature are considered "improvements" under this Lease.

10.2 Lessee may construct improvements on the Subject Land if: (a) Lessee has filed an Application to Place Improvements with Lessor, attaching any necessary written approvals from regulatory authorities; and (b) Lessor has granted written approval for the construction of such improvements.

10.3 Any improvements placed on the Subject Land which have not been approved as required by Paragraph 10.2 shall be forfeited to and become property of the Lessor, and Lessee shall be liable to Lessor for all damage to the Subject Land caused by such unauthorized improvements and for any expenses incurred by the Lessor in restoring the Subject Land.

10.4 Lessee shall have the right to remove all of its personal property which can be removed without damaging the Subject Land within 60 days prior to, or 90 days following the Expiration Date or the earlier termination of the Lease.

10.5 Improvements placed on the Subject Land shall conform to all applicable federal, state, county and municipal laws and ordinances.

10.6 All improvements placed upon the Subject Land by Lessee in conformance with Paragraph 10.2 shall be the property of Lessee or any successor in interest ("Owner") and shall, unless they become the property of Lessor, be subject to assessment for taxes in the name of the Owner, as other property.

10.7 The Lessee or Owner shall be entitled to reimbursement for improvements authorized in accordance with Paragraph 10.2 by any subsequent lessee or purchaser of the Subject Land upon expiration of this Lease as provided by A.R.S. § 37-322.02 or any successor statute, subject to any rights acquired by the Lessor under Paragraph 3.4.

ARTICLE 11

LESSEE'S COOPERATION; INGRESS AND EGRESS

11.1 Lessee shall cooperate with Lessor in Lessor's inspection, appraisal and management of the Subject Land and permit reasonable access by Lessor's employees to isolated State Land across Lessee's private land during the term of this Lease.

11.2 Lessee shall not interfere with the authorized activities of Lessor's employees, agents, licenses or other lessees or permittees on the Subject Land.

ARTICLE 12

LESSEE SHALL NOT PERMIT LOSS OR WASTE

12.1 Lessee shall not cause nor grant permission to another to cause any waste or loss in or upon the Subject Land. Lessee, its employees and agents shall not cut, consume or remove any timber, or standing trees that may be upon the Subject Land, without the prior written consent of Lessor, except that Lessee may cut wood for fuel for domestic uses and authorized improvements on the Subject Land. Nothing herein shall permit the cutting of saw timber for any purpose.

ARTICLE 13

NATIVE PLANTS AND CULTURAL RESOURCES

13.1 Lessee shall comply with the provisions of the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) and with Arizona laws relating to archaeological discoveries (A.R.S. § 41-841 et seq., or any successor statutes). Lessee shall not disturb any cacti or other protected native plants nor disturb any ruins, burial grounds or other archaeological sites except as may be permitted by these laws.

ARTICLE 14

LESSEE SHALL PROTECT THE LAND, PRODUCTS AND IMPROVEMENTS

14.1 Lessee is hereby authorized to use means which are reasonable and which do not result in a breach of the peace or in creating a concealed hazard, to protect the Subject Land and improvements against waste, damage and trespass.

14.2 In the event of known trespass on the Subject Land resulting in damage thereto, Lessee shall make reasonable efforts to notify Lessor and appropriate law enforcement authorities.

ARTICLE 15
ASSIGNMENT, SUBLEASE, PASTURAGE AGREEMENT AND ENCUMBRANCE

15.1 Lessee, if not in default in the payment of rent and having kept and performed all the conditions of this Lease may, with the written consent of Lessor, assign this Lease. An assignment of this Lease shall not be made without the consent of all lienholders of record. In the event of assignment of this Lease, Lessee shall file with Lessor a copy of applications for transfer of all certificates for stockpounds on the Subject Land to assignee, as agent for the State of Arizona, showing that the applications have been filed with the appropriate governmental agency.

15.2 Lessee shall not sublease or sell or lease pasturage to lands included in the Lease without first obtaining the written consent of Lessor. Subleasing by the sublessee, or pasturing of animals not branded with the sublessee's brands, is not allowed. The term "sublease" includes the transfer of control of all or part of the ranch unit or units containing the Subject Land. Not with-standing any sublease, Lessee shall remain responsible to the Lessor for the performance of the provisions of this Lease. In no event may this Lease be sublet unless all rent due has been paid and all provisions of this Lease are complied with.

15.3 This Lease authorizes only the grazing of livestock bearing the registered brand(s) of Lessee or Lessee's immediate family. If Lessee wishes to permit the grazing of livestock bearing any other brands pursuant to pasturage agreements of any kind, Lessee must so inform Lessor prior to the release of such livestock on the Subject Land.

15.4 Copies of all assignments, subleases, or pasturage agreements pertaining to the Subject Land shall be filed with the Lessor.

15.5 In the event, this Lease is canceled or terminated prior to the expiration date any sublease or pasture agreement shall automatically terminate on the date the Lease is terminated.

ARTICLE 16
RESERVATIONS, RELINQUISHMENTS TO UNITED STATES

16.1 Lessor excepts and reserves out of the grant hereby made, all oils, gases, geothermal resources, coal, ores, minerals, fossils, fertilizers, common mineral products and materials, and all natural products of very kind that may be in or upon the Subject Land any legal claim existing or which may be established under the mineral land laws of the United States or the State of Arizona.

16.2 Lessor reserves the right to execute leases, permits, or sales agreements covering the Subject Land for the purpose of entering upon and prospecting for, and the extraction of such reserved materials.

16.3 Lessor reserves the right to grant rights of way, easements and sites over, across, under or upon the Subject Land for public highways, railroads, utility lines, pipelines, irrigation works, flood control, drainage works, logging and other purposes.

16.4 Lessor reserves the right to relinquish to the United States land needed for irrigation works in connection with a government reclamation project and to grant or dispose of rights of way and sites for canals, reservoirs, dams, power or irrigation plants or works, railroads, tramways, transmission lines or any other purpose or use on or over the Subject Land.

16.5 In the event of such relinquishment, grants or disposal, the Lessee waives all right to any compensation whatsoever as against the Lessor except as may be allowed under the provisions of Article 17, and as limited therein.

ARTICLE 17 CONDEMNATION AND EMINENT DOMAIN

17.1 If at any time during the duration of this Lease the whole or any part of the Subject Land shall be taken for any quasi-public or public purpose by any person, private or public corporation, or any governmental agency having authority to exercise the power of condemnation or eminent domain pursuant to any law, this Lease shall expire on the date when the leased property is taken or acquired as to the leased property so taken or acquired. Except as set forth below, the rights of Lessee and Lessor to compensation for such taking shall be as provided by law. The Lessee shall have no compensable right or interest in the real property being condemned or interest in the unexpired term of this Lease or any renewal except as provided by law and in any event no interest greater than 10 percent of the total award for the land. The Lessor shall be entitled to and shall receive any and all awards for severance damages to remaining proceedings concerning the Subject Land. Lessee shall have the right to (1) prorated reimbursement for prepaid rent, (2) any and all awards for payments made for any authorized improvements which are taken, and (3) severance damages for any damage to Lessee's remaining ranch operation resulting from the taking.

ARTICLE 18 WATER RIGHTS

18.1 The Lessee shall be entitled to the use on the Subject Land of groundwater as defined in A.R.S. § 45-101, or any successor statute, for purposes consistent with this Lease. If the Lessee shall develop any groundwater on the Subject Land, he shall not acquire any rights with respect to the groundwater, except the right to use such water in accordance with applicable law, on the Subject Land during the term of this Lease.

18.2 If the Lessee uses, on the Subject Land, groundwater from a source not on the Subject Land, that use alone shall not (1) cause such water or any rights with respect to that water to be appurtenant to the Subject Land, or (2) affect in any way the Lessee's rights with respect to the water.

18.3 The rights of the Lessor and the Lessee concerning the application for an establishment of any rights with respect to surface water as defined in A.R.S. § 45-101, or any successor statute, shall be governed by the laws of the State of Arizona.

18.4 Nothing in the provisions of this Lease shall affect the validity of any rights established by or for the Lessor or Lessee with respect to surface water, as defined in A.R.S. § 45-101, prior to the Commencement Date of this Lease.

18.5 The application for and establishment by the Lessor or Lessee (as agent of the State of Arizona) of any water rights shall be for the State of Arizona; such rights shall attach to and become appurtenant to the Subject Land.

18.6 Notwithstanding Paragraph 18.5 above, the Lessee, as agent of the State of Arizona, shall be entitled to any certificate of water right, issued pursuant to the Stockpond Registration Act, A.R.S. § 45-271 through 45-276 (as it may be amended) relating to a stockpond constructed as an authorized improvement on the Subject Land. Any such certificate and the rights it evidences and represents shall be appurtenant to the Subject Land and shall pass to any successor lessee; or, if the land is not leased but is retained by the State of Arizona, then to the State of Arizona; or if the land is sold, then to the purchaser.

18.7 The Lessee shall promptly notify the Lessor in writing of any initial filings made by the Lessee with any governmental agency or court concerning the establishment or adjudication of any claim to a water right relating to the Subject Land. Upon request of the Lessor, the Lessee shall furnish copies of any document filed with the agency or court.

ARTICLE 19
DEFAULT AND CANCELLATION

19.1 Violation by Lessee of any provision of this Lease shall be a default hereunder entitling Lessor to any and all remedies it may have under Arizona law.

19.2 Upon any such default, the Lease may be canceled pursuant to A.R.S. § 37-289 or any successor statute.

19.3 This contract is subject to cancellation pursuant to A.R.S. § 38-511.

ARTICLE 20
HOLDOVER LESSEE

20.1 Upon expiration or termination of this Lease, Lessee agrees to surrender to Lessor peaceful and uninterrupted possession of the Subject Land. Holdover tenancy by the Lessee is prohibited and shall be deemed a trespass for which Lessor may seek all appropriate civil and criminal remedies; except that a Lessee in good standing who has filed a timely application for renewal may continue to occupy and use the Subject Land, pursuant to the terms of this Lease, pending action on the renewal application by Lessor.

ARTICLE 21
INDEMNIFICATION

21.1 Except as provided by A.R.S. § 33-1551 (or its successor statutes), Lessee hereby expressly agrees to indemnify and hold Lessor harmless, or cause Lessor to be indemnified and held harmless from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including attorneys' fees and costs, which may be imposed upon or incurred by or asserted against Lessor by reason of the following: (a) any accident, injury or damage to any persons or property occurring on or about the Subject Land or any portion thereof resulting from Lessee's use of the Subject Land, (b) any use, non-use or condition of the Subject Land or any portion thereof resulting from Lessee's intentional actions or negligence, and (c) any failure on the part of Lessee to perform or comply with any of the provisions of this Lease; except such as may be the result solely of Lessor's intentional conduct or active negligence.

21.2 In case an action or proceeding is brought against Lessor by reason of any such occurrence, Lessee, upon Lessor's request and at Lessee's expense, will resist and defend such action or proceedings, or cause the same to be resisted and defended either by counsel designated by Lessee or, where such occurrence is covered by liability insurance, by counsel designated by the insurer.

21.3 Lessee shall protect, defend, indemnify and hold harmless the Lessor from and against all liabilities, obligations, losses, environmental responses, and clean up costs, charges and expenses, including attorneys' fees and court costs arising out of or related to the presence or existence of any substance regulated under any applicable Federal, State or local environmental laws, regulations or ordinances or amendments thereto because of: (a) any substance that came to be located on the Subject Land resulting from any use or occupancy of the Subject Land by the Lessee before or after the issuance of the Lease; or (b) any release, threatened release, escape, seepage, leakage, spillage, discharge or emission of any such substance in, on, under or from said Subject Land that is caused, in whole or in part, by any conduct, actions or negligence of the Lessee, regardless of when such substance came to be located on the Subject Land.

ARTICLE 22
RENEWAL

22.1 Upon application to the Department not less than thirty days nor more than one year before the Expiration Date, Lessee, if a bona fide resident of the State or legally authorized to transact business in the State, shall have a preferred right to renewal for a term not to exceed ten years, as provided by law, bearing even date with the Expiration Date. The preferred right of renewal shall not extend to a Lessee if there has not been substantial compliance with the terms of this Lease or if the Subject Land has not been placed to the use prescribed in this Lease, unless for good cause, the failure to perform was given written authorization by the Department. If the Department determines the continued leasing of the land to the Lessee is not in the best interest of the State, the Lease shall not be renewed.

ARTICLE 23
INSURANCE REQUIREMENTS

23.1 Lessee shall maintain in full force a commercial general liability insurance policy during the lease term affording protection to the limit of not less than one million dollars. This policy shall contain a provision that Lessor, named as an additional insured, shall be entitled to recovery for any loss occasioned to it, its agents and employees. Further, the policy shall provide that their coverage is primary over any other insurance coverage available to the Lessor, its agents and employees. Insurance policies must contain a provision that the Lessor shall receive an advance 30 day written notice of any cancellation or reduction in coverage.

ARTICLE 24
ENVIRONMENTAL MATTERS

24.1 Lessee shall strictly comply with Environmental Laws, relating but not limited to hazardous and toxic materials, wastes and pollutants. Compliance means the Lessee shall act in accordance with the necessary reporting obligations obtain and maintain all permits required, provide copies of all documents as required by Environmental Laws. For purposes of this Lease the term "Environmental Law" shall include but not be limited to any relevant federal, state, or local laws, and applicable regulations, rules and ordinances, and publications promulgated pursuant thereto, including any future modifications or amendments relating to environmental matters.

ARTICLE 25
MISCELLANEOUS

25.1 This Lease grants Lessee only those rights expressly granted herein and Lessor retains and reserves all other rights in the Subject Land.

25.2 This Lease is subject to all current and subsequently enacted rules, regulations and laws applicable to State Lands and to the rights and obligations of Lessors

and Lessees. No provisions of this Lease shall create any vested right in Lessee except as otherwise specifically provided in this Lease.

25.3 The Lessor shall be forever wholly absolved from any liability for damages which might result to the Lessee in the event this Lease is found to be void, canceled, forfeited or terminated prior to the Expiration Date or in the event this Lease is not renewed.

25.4 If it is determined that Lessor has failed to receive title to any of the Subject Land, the Lease is null and void insofar as it relates to the land to which Lessor has failed to receive title. Lessor shall not be liable to Lessee or any assignee or sublessee for any damages that result from Lessor's failure to receive title.

25.5 In any action arising out of this Lease, the prevailing party is entitled to recover reasonable attorneys' fees incurred therein in addition to the amount of any judgment, costs and other expenses as determined by the court. In the case of Lessor, reasonable attorneys' fees shall be calculated at the reasonable market value for such services when rendered by private counsel notwithstanding that it is represented by the Arizona Attorney General's Office or by other salaried counsel.

25.6 No provisions of this Lease shall create any right or interest in Lessee to a fee interest in the Subject Land.

25.7 Any notice to be given or other documents to be delivered to Lessee or Lessor hereunder shall be in writing and delivered to Lessee or Lessor by depositing same in the United States Mail, with prepaid postage addressed as follows:

To Lessor: Arizona State Land Department
1616 West Adams Street - First Floor
Phoenix, AZ 85007

To Lessee: Address of Record

Lessee must notify Lessor within thirty (30) days by written notice of any change in address. Lessor's notice shall be deemed adequate if sent to the Lessee's best known address of record and no change of address form is on file.

25.8 This Lease shall be governed by, construed and enforced in accordance with Arizona laws.

25.9 Any attempt to assign, sublease, convey, transfer or otherwise dispose of any estate or interest in this Lease, other than pursuant to its term, shall not be effective.

25.10 This Lease, together with all attached Appendices, embodies the whole agreement of the parties. There are no other agreements or terms, oral or written. This document supersedes all previous communications, representations and agreements, oral or written, between the parties.

05-GRAZ 5/93 (REV. 5/2013)

25.11 THIS DOCUMENT is submitted for examination and shall have no binding effect on the parties unless and until executed by the Lessor (after execution by the Lessee), and a fully executed copy is delivered to the Lessee.

25.12 IN THE EVENT OF A DISPUTE between the parties to this Lease, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and, in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

25.13 Every obligation of the State under this Lease is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Lease, this Lease may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

25.14 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

25.15 Upon the sale, exchange, redemption, relinquishment or taking, whether by eminent domain or institutional use of all or any portion of the Subject Land, this Lease shall terminate on the date of such disposition as to the property so affected.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
 1816 W ADAMS
 PHOENIX, AZ 85007

RUN DATE: 8 March 2017
 RUN TIME: 13:30 PM
 PAGE: 1

LEASE# 005-000474-00-018 APPTYPE RENEWAL
 AMENDMENT# 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
19 0-N-11 0-E-02-03-030-1002	ALL	9 00	640 000
19 0-N-11 0-E-04-03-031-1002	ALL	9 00	640 000
19 0-N-11 0-E-06-03-031-1002	LOT 1 THRU 4 E2W2 E2	9 80	703 430
19 0-N-11 0-E-08-03-031-1002	ALL	9 00	640 000
19 0-N-11 0-E-12-03-031-1002	W2W2	2 20	160 000
19 0-N-11 0-E-14-03-031-1002	ALL	9 00	640 000
19 0-N-11 0-E-16-03-030-1002	ALL	9 00	640 000
19 0-N-11 0-E-18-03-031-1003	LOT 1	0 70	52 170
19 0-N-11 0-E-18-03-031-1004	E2E2	2 20	160 000
19 0-N-11 0-E-20-03-031-1002	SESW S2SE	1 60	120 000
19 0-N-11 0-E-28-03-031-1002	N2 SW NW2SE	7 80	560 000
19 0-N-11 0-E-32-03-030-1002	LOTS 1 THRU 4 N2S2 N2	8 90	637 240
19 0-N-12 0-E-02-03-030-1002	LOTS 1 THRU 4 S2N2 S2	8 90	639 040
19 0-N-12 0-E-04-03-031-1002	LOTS 1 THRU 4 S2N2 S2	8 90	637 920
19 0-N-12 0-E-06-03-031-1002	LOTS 1 THRU 7 S2NE SENW E2SW SE	8 80	630 040
19 0-N-12 0-E-08-03-031-1002	ALL	9 00	640 000
19 0-N-12 0-E-10-03-031-1002	ALL	9 00	640 000
20 0-N-11 0-E-02-03-030-1002	LOTS 1 THRU 12 S2 EX CONDEMNATION 95-98643 LY IN SWSWSWSW	11 40	815 230
20 0-N-11 0-E-04-03-031-1003	LOTS 1 THRU 4 7 8 AND LOTS 5 6 9 10 11 N2NENESE LY N OF CONDEMNATION 95-98643	5 20	373 230
20 0-N-11 0-E-04-03-031-1004	LOT 12 N2SW NWSE S2S2 AND LOTS 5 6 9 10 11 NESE LY S OF CONDEMNATION 95-98643	6 00	428 230
20 0-N-11 0-E-08-03-031-1002	ALL	9 00	640 000
20 0-N-11 0-E-10-03-031-1002	ALL EX CONDEMNATION 95-98643 LY IN NENENENE	8 90	639 920
20 0-N-11 0-E-12-03-031-1003	NL N2NW AND S2NW NESW SE LY N OF	5 80	414 660

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
 1616 W ADAMS
 PHOENIX, AZ 85007

RUN DATE: 6 March 2017
 RUN TIME: 1:33 PM
 PAGE: 2

KEY LEASE# AMENDMENT#	005-000474-00-018 0	APPTYPE	RENEWAL		
				CONDEMNATION 95-98643	
20 0-N-11 0-E-12-03-031-1004				SWSW AND SWSWNW N2SW SE LY S OF CONDEMNATION 95-98643	2 10 149 330
20 0-N-11 0-E-14-03-031-1002				ALL	9 00 640 000
20 0-N-11 0-E-16-03-030-1002				ALL	9 00 640 000
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20 0-N-11 0-E-26-03-031-1002				ALL	9 00 640 000
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20 0-N-11 0-E-30-03-031-1002				LOTS 1 THRU 4 E2W2 E2	9 90 710 450
20 0-N-11 0-E-32-03-030-1002				ALL	9 00 640 000
20 0-N-11 0-L-34-03-031-1002				ALL	9 00 640 000
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20 0-N-12 0-E-02 03-030-1002				SWNW SW W2SE SESE AND LOTS 3 4 S2NE SEW NESE LY S FROM C/L OF RAILROAD	7 10 505 910
20 0-N-12 0-E-04-03-031-1002				LOTS 1 THRU 4 S2N2 S2	10 00 715 560
20 0-N-12 0-E-06-03-031-1004				LOTS 1 THRU 7 S2NE SENW E2SW SE	9 90 704 900
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20 0-N-12 0-E-16-03-030-1003				NE N2NW N2S2NW N2S2S2NW AND S2S2S2NW N2N2NESEW N2N2SE LY N OF CONDEMNATION 95-98643	4 70 335 330
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20 0-N-12 0-E-18-03-031-1004				LOTS 2 3 4 E2SW SE AND LOT 1 E2NW	6 80 485 050

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
 1616 W ADAMS
 PHOENIX, AZ 85007

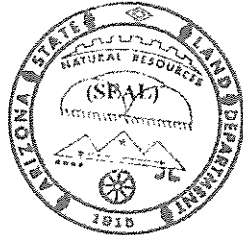
RUN DATE 6 March 2017
 RUN TIME 13:30 PM
 PAGE 3

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20 0-N-12 0-E-22-03-031-1002		ALL		9 00 640 000
20 0-N-12 0 E-24-03-031-1002		SWSWSWSWNNW W/SW W2SE SW LY SWLY OF FENCE		0 60 61 810
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20 0-N-12 5-E-10-03-031-1002		LOTS 2 3 4 E2SW W2SE SESE AND LOT 1 E2NW S2NE NESE LY SWLY FROM C/L OF RAILROAD		5 90 420 840
20 0-N-12 5 E-14-03-031-1005		S2S2SW LY S OF CONDEMNATION 95 98643		0 30 37 910
20 0-N-12 5-E-14-03-031-1010		S2N2 N2S2 EX PAT 5009 LY IN E2SWNESE AND S2S2 LY N OF CONDEMNATION 95-98643		3 30 420 880
20 0-N-13 0-E-30-03-031-1005		LOT 1 N2NE NENW SENE AND LOT 2 SENW SWNE N2N2SE LY N OF CONDEMNATION 95- 98643		4 30 309 900
20 0-N-13 0-E-30-03-031-1006		LOT 2 S2SENW N2N2NESW N2SE LY S OF CONDEMNATION 95-98643 AND N OF EAST BOUND C/L OF I-40		0 20 13 060
		TOTALS		428 60 30 613 240

IN WITNESS HEREOF, the parties hereto have signed this Lease effective the day and year set forth previously herein.

STATE OF ARIZONA, LESSOR
Arizona State Land Commissioner

[Signature] By: 3/27/17 Date



THE HOPI TRIBE

Lessee

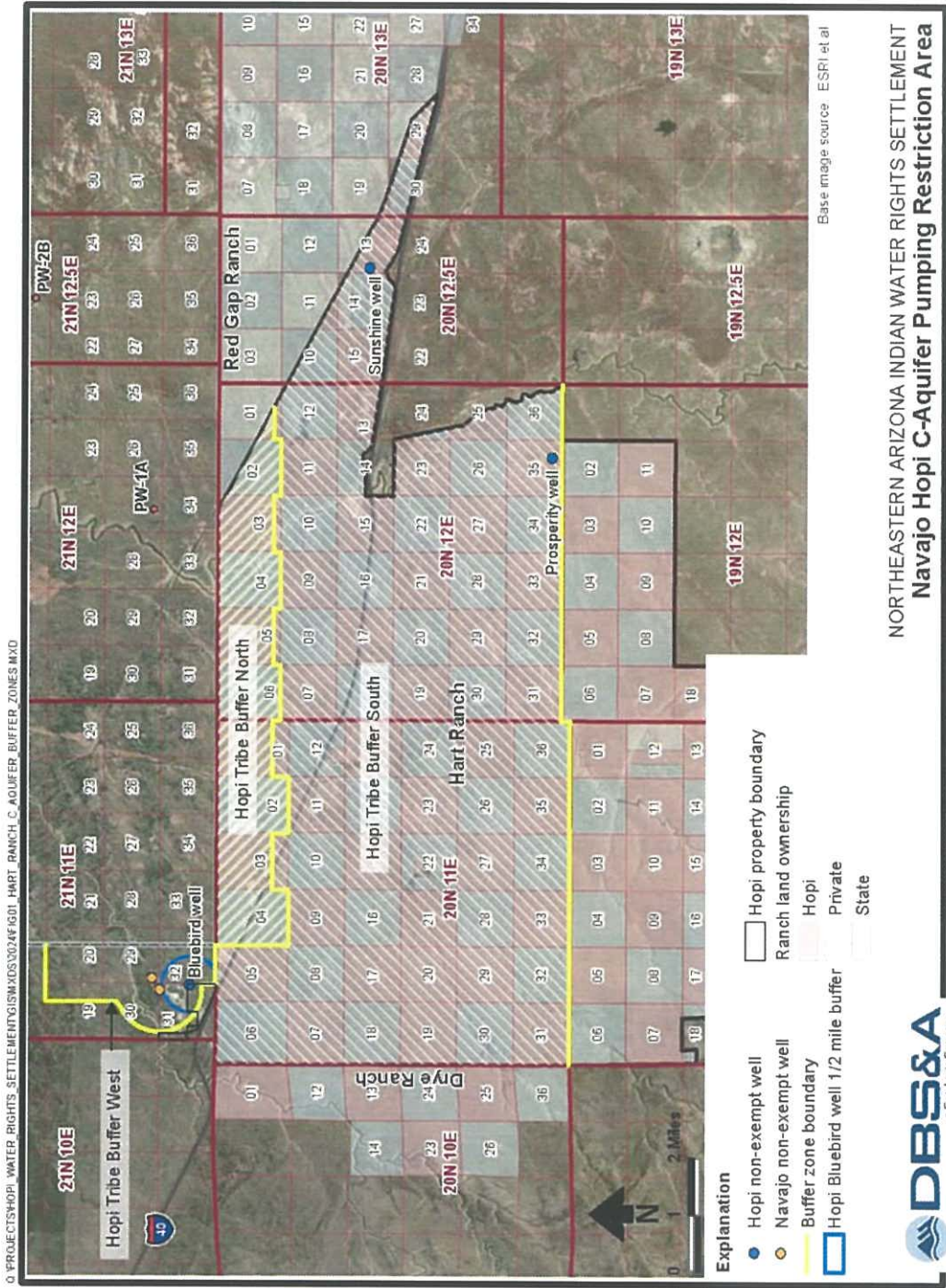
[Signature] Authorized Signature 3/17/17 Date

PATRICK M BROWNING - GM Printed Name Title

P.O. Box 1138 Address

WINSLOW City AZ State 86047 Zip

Figure 1



NORTHEASTERN ARIZONA INDIAN WATER RIGHTS SETTLEMENT
Navajo Hopi C-Aquifer Pumping Restriction Area



Figure 1

Figure 2

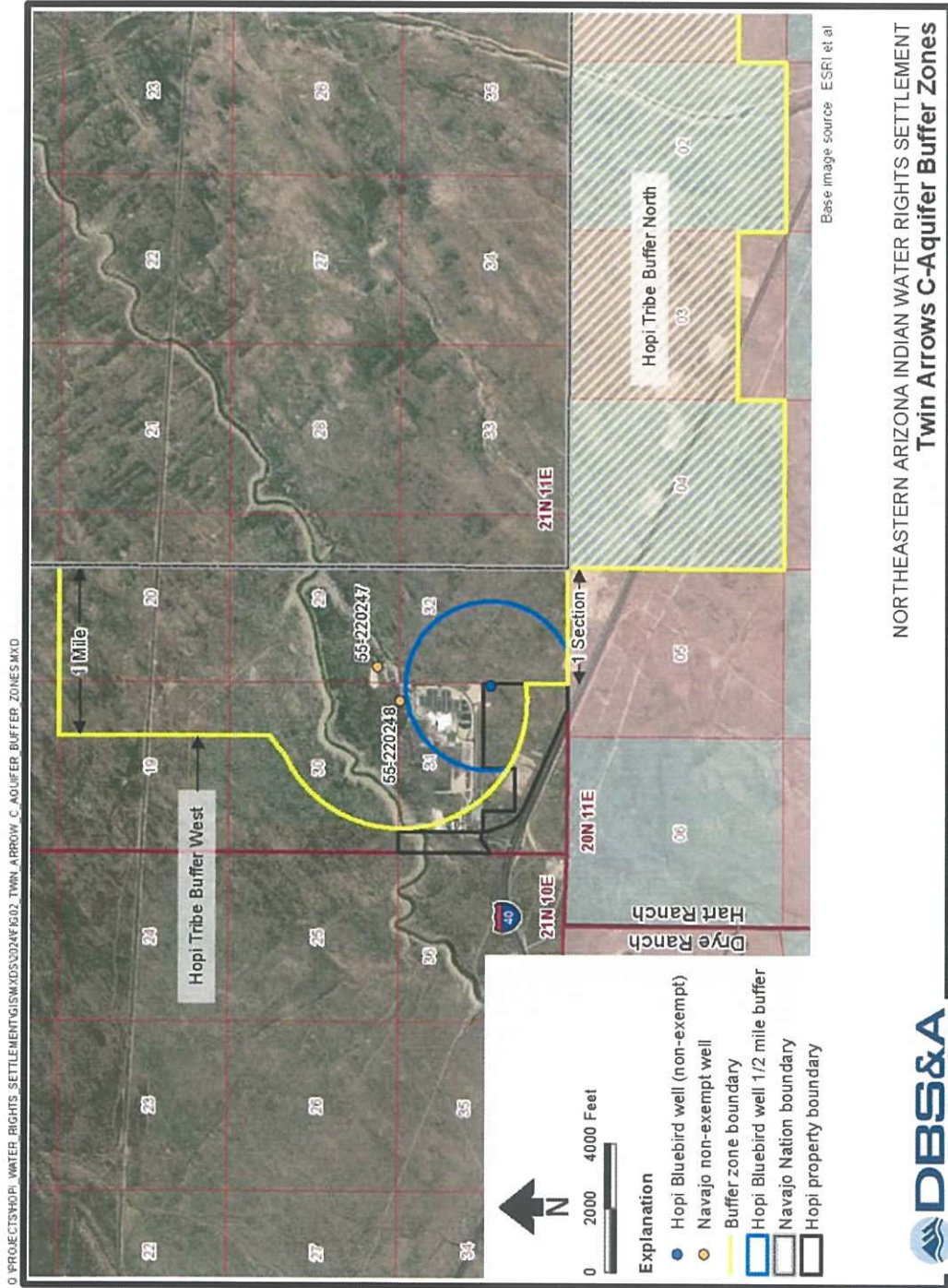


Figure 2

Figure 3

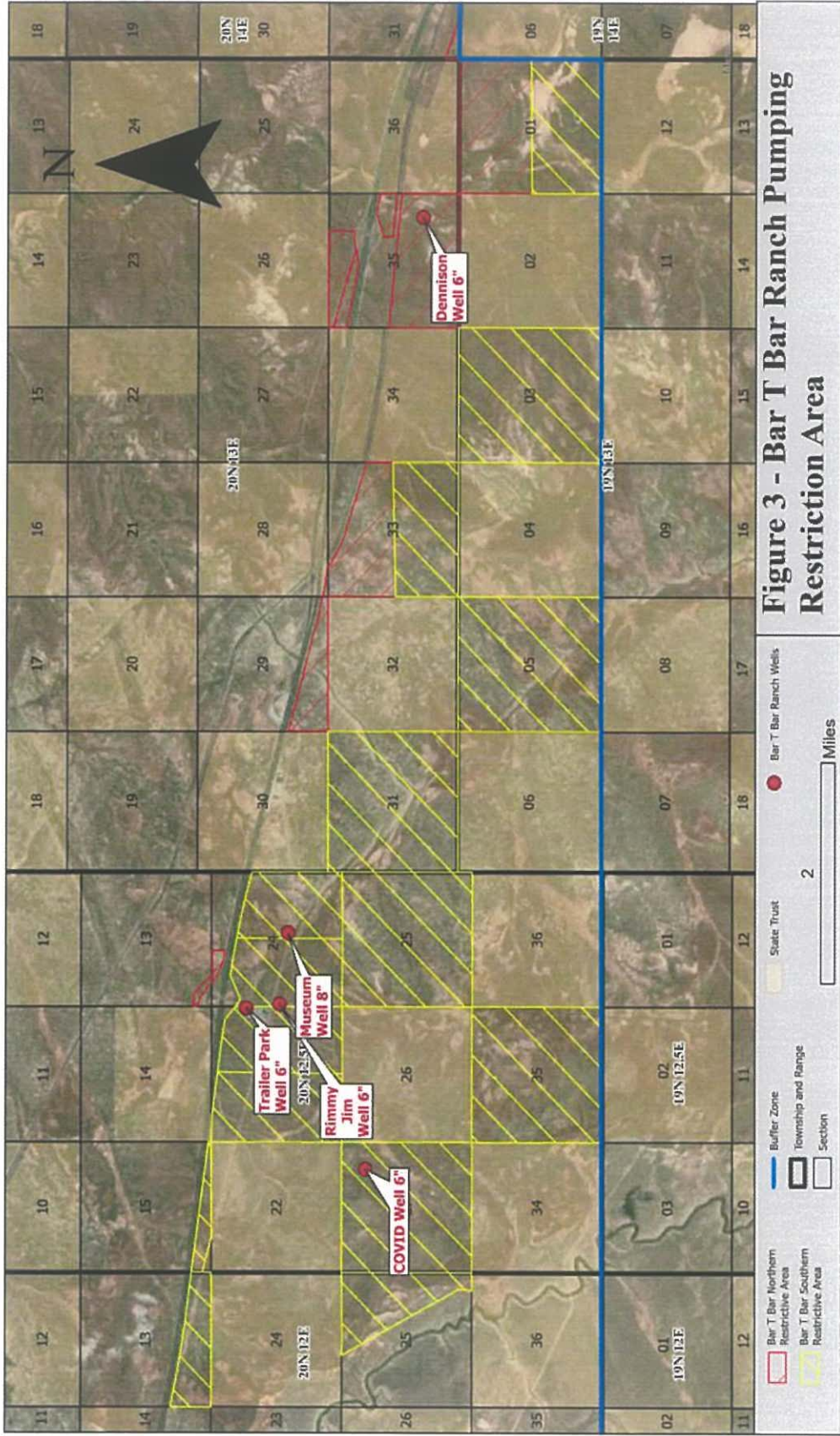


Exhibit Q

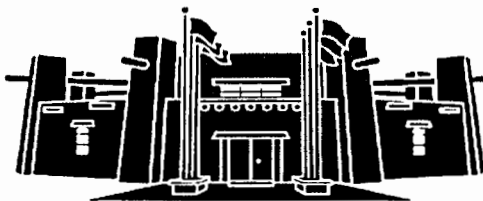
LIMITED WAIVER OF SOVEREIGN IMMUNITY.

LIMITED WAIVER BY THE NAVAJO NATION AND THE UNITED STATES ACTING AS TRUSTEE FOR THE NAVAJO NATION AND NAVAJO ALLOTTEES.

- (1) The Navajo Nation, and the United States acting as trustee for the Navajo Nation and Navajo Allottees, may be joined in any action brought in any circumstance described in subsection 18(a)(3), and any claim by the Navajo Nation and the United States to sovereign immunity from any such action is waived.
- (2) By Resolution -----dated ----, the Navajo Nation Council has affirmatively consented to the limited waiver of sovereign immunity from suit in any circumstance described in Subsection 18(a)(3), notwithstanding any provision of the Navajo Nation Code or any other Navajo Nation law.
- (3) A circumstance referred to in Subsection (a)(1) and (a)(2) is described as any of the following:
 - (A) Any party to the settlement agreement:
 - (i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of
 - (I) this Act; or
 - (II) the settlement agreement; and
 - (ii) names the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, as a party in that action; and
 - (iii) shall not include any request for award against the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, for money damages, court costs, or attorney fees.

- (B) Any landowner or water user in the LCR Watershed or the Gila River Watershed:
- (i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of:
 - (I) Paragraph 13 of the settlement agreement;
 - (II) The LCR Decree or the Gila River Adjudication Decree;
 - (III) section 14 of this Act; and/or
 - (ii) names the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, as a party in that action; and
 - (iii) shall not include any request for award against the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, for money damages, court costs or attorney fees.

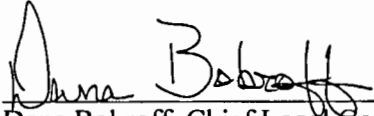
Office of Legislative Counsel
Telephone: (928) 871-7166
Fax No.: (928) 871-7576



Honorable Crystalyne Curley
Speaker
25th Navajo Nation Council

MEMORANDUM

TO: Hon. Crystalyne Curley, Speaker (Sponsor)
Hon. Carl Slater, Council Delegate (Co-Sponsor)
25th Navajo Nation Council

FROM: 
Dana Bobroff, Chief Legal Counsel
Office of Legislative Counsel

DATE: May 13, 2024

SUBJECT: **AN ACTION RELATING TO THE RESOURCES AND DEVELOPMENT, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES AND THE NAVAJO NATION COUNCIL; APPROVING THE NORTHEASTERN ARIZONA INDIAN WATER RIGHTS SETTLEMENT AGREEMENT; APPROVING A LIMITED WAIVER OF SOVEREIGN IMMUNITY TO ALLOW THE NAVAJO NATION TO BE JOINED AS A PARTY IN CERTAIN ACTIONS; CONSENTING AND CONDITIONALLY APPROVING ASSOCIATED RIGHTS-OF-WAY AND WAIVING ASSOCIATED TAXES REQUIRED UNDER NAVAJO LAW; REQUESTING WAIVERS OF SECTIONS CONTAINED IN 25 C.F.R. PART 169; AND APPROVING THE SIDE AGREEMENT CONCERNING C-AQUIFER PUMPING**

I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge.

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees' powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

Please ensure that this particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: _0109-24_

SPONSOR: Crystalyn Curley

TITLE: An Action Relating to the Resources and Development, Budget and Finance, and Naabik'iyáti' Committees and the Navajo Nation Council; Approving the Northeastern Arizona Indian Water Rights Settlement Agreement; Approving a Limited Waiver of Sovereign Immunity to Allow the Navajo Nation to be Joined as a Party in Certain Actions; Consenting and Conditionally Approving Associated Rights-of-Way and Waiving Associated Taxes Required Under Navajo Law; Requesting Waivers of Sections Contained in 25 C.F.R. Part 169; and Approving the Side Agreement Concerning C-Aquifer Pumping

Date posted: May 13, 2024 at 8:59PM

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7586

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

Please note: This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. §374 *et. seq.*

**THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY**

LEGISLATION NO.: 0109-24

SPONSOR: Honorable Crystalyne Curley

TITLE: An Action Relating to the Resources and Development, Budget and Finance, and Naabik'iyáti' Committees and the Navajo Nation Council; Approving the Northeastern Arizona Indian Water Rights Settlement Agreement; Approving a Limited Waiver of Sovereign Immunity to Allow the Navajo Nation to be Joined as a Party in Certain Actions; Consenting and Conditionally Approving Associated Rights-of-Way and Waiving Associated Taxes Required Under Navajo Law; Requesting Waivers of Sections Contained in 25 C.F.R. Part 169; and Approving the Side Agreement Concerning C-Aquifer Pumping

Posted: May 13, 2024 at 8:59 PM

5 DAY Comment Period Ended: May 18, 2024

Digital Comments received:

Comments Supporting	<ul style="list-style-type: none"> 1) Nazlini Chapter 2) Chilchinbeto Chapter 3) Earl Tulley 4) RoAnn Burbank
Comments Opposing	<ul style="list-style-type: none"> 1) Vincent Yazzie
Comments/Recommendations	<ul style="list-style-type: none"> 1) Dr. Christine J. Benally 2) Percy Deal 3) Susan Carter 4) Robert Wall 5) S



Legislative Secretary II
Office of Legislative Services

May 20, 2024 8:15 AM
Date/Time



NAZLINI CHAPTER GOVERNMENT



LEE V. BIGWATER
CHAPTER PRESIDENT

JOSEPH DEDMAN
CHAPTER VICE-PRESIDENT

JOANN DEDMAN
SECRETARY/TREASURER

CRYSTALYNE CURLEY
COUNCIL DELEGATE

IRVIN SHIRLEY
GRAZING REPRESENTATIVE

NAZLINI CHAPTER RESOLUTION NAZL-MAY-24-047

SUPPORTING AND RECOMMENDING APPROVAL OF THE PROPOSED NORTHEASTERN ARIZONA INDIAN WATER RIGHTS SETTLEMENT AGREEMENT TO RESOLVE THE COMPREHENSIVE WATER RIGHTS CLAIMS OF THE NAVAJO NATION IN THE STATE OF ARIZONA

WHEREAS:

1. Pursuant to N.N.C., Title 26, Section 101, and the Navajo Nation Council Resources and Development Committee Legislation #RDCF-0052-15 dated February 17, 2015, Nazlini Chapter Government was recognized as an LGA Certified Chapter and delegated with the responsibility and authority to make decisions over local chapter matters; AND
2. Since Navajo creation, water has served as a fundamental element to Navajo life and is essential to ceremonies, nourishment, hygiene, crops, livestock, wildlife and riparian vegetation; AND
3. On April 19, 2023, the Navajo Nation Water Rights Commission passed NNWRC-2023-005 establishing a Navajo Nation Water Rights Negotiation Team to negotiate a water rights settlement with the State of Arizona and related parties. The Negotiation Team is comprised of Council Delegates from affected Arizona communities, Executive Branch representatives and legal and technical staff from the Navajo Nation Department of Justice and the Navajo Nation Department of Water Resources; AND
4. The Navajo Nation and other interested parties in the Little Colorado River Adjudication including the State of Arizona, the Hopi Tribe and the San Juan Southern Paiute Tribe have substantially negotiated a proposed comprehensive water rights settlement of the Navajo Nation's water rights in Arizona; AND
5. The proposed settlement agreement once authorized and funded by the United States Congress would settle all water rights claims in the State of Arizona for the Navajo Nation, the Hopi Tribe and the San Juan Southern Paiute Tribe; AND
6. Navajo communities in Arizona that encompass portions of the Upper Colorado River Basin and the Lower Colorado River Basin have severe water infrastructure deficiencies that negatively impact the health, economy and welfare of the Navajo People; AND
7. The lack of water infrastructure during the 2020 COVID-19 pandemic exacerbated the spread of this virus, leading to the infection of more than 90,000 Navajo People and resulted in the death of more than 2,000 Navajo People. Lack of access to clean potable water leaves Navajo communities disproportionately vulnerable to COVID-19 and other communicable diseases; AND
8. The proposed Water Rights Settlement Agreement, once authorized and funded by the United States Congress, will recognize the enforceable water rights of the Navajo Nation and provide vital funding for water infrastructure development that is critical for meeting the current and future needs of the Navajo People in the Arizona portion of the Navajo Nation; AND
9. Key Navajo Water Rights claims recognized in the settlement agreement include:

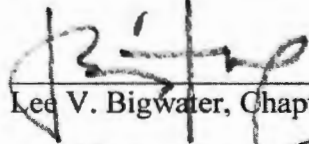
- a. 44,700 acre-feet per year (AFY) of the State of Arizona's Upper Basin allocation of Colorado River water.
 - b. 3,600 AFY of fourth priority Lower Basin Colorado River water
 - c. All of the Little Colorado River water that reaches the Navajo Nation
 - d. All of the Navajo Aquifer that underlies the Navajo Nation (subject to an agreement with the Hopi Tribe regarding pumping limits for conservation purposes
 - e. All of the Coconino Aquifer that underlies the Navajo Nation; AND
10. The proposed settlement agreement requests that the United States Congress provide funding necessary to build water projects for the Navajo Nation including iina ba-paa tuwaq'atsi pipeline (formerly known as the Western Navajo Pipeline), the Southwest Regional Groundwater Project, the Ganado Regional Groundwater Project, the Black Mesa Regional Groundwater Project, the Four Corners Project, the Kayenta Project, the Lupton Area Project, the Code Talker Lateral and the local N-Aquifer and C-Aquifer Projects; AND
 11. The proposed settlement agreement also requests that the United States Congress provide funding for the Navajo Nation Renewable Energy Trust Fund, the Navajo Nation Agricultural Conservation Trust Fund, the Navajo Nation Operation, Maintenance and Replacement Fund and the Navajo Nation Lower Basin Colorado River Water Acquisition Fund; AND
 12. The 118th Congress and the Biden Administration support Indian Water Rights Settlements like no other Administration or Congress has in the past. It is important to submit the proposed Settlement Agreement as soon as possible and in accordance with the current congressional schedule for consideration during this favorable time; AND
 13. The proposed Settlement Agreement, once executed by the Navajo Nation and the parties to the agreement, is in the best interest of the Navajo Nation and the Navajo People.

NOW THEREFORE BE IT RESOLVED THAT:

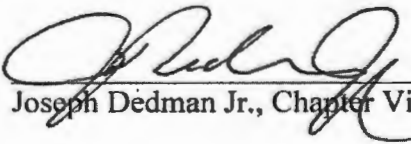
1. The Nazlini Chapter hereby supports and recommends approval of the proposed Northeastern Arizona Indian Water Rights Settlement Agreement to resolve the comprehensive Water Rights Claims of the Navajo Nation in the state of Arizona.

CERTIFICATION

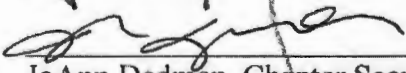
We hereby certify that the foregoing resolution was duly considered and moved for adoption by Kathy Gorman, seconded by Andy Mann and passed by a vote of 18 in favor, 0 opposed, 3 abstained, this 9th day of May 2024.



Lee V. Bigwater, Chapter President



Joseph Dedman Jr., Chapter Vice President



JoAnn Dedman, Chapter Secretary/Treasurer

Irvin R. Shirley, Grazing Representative



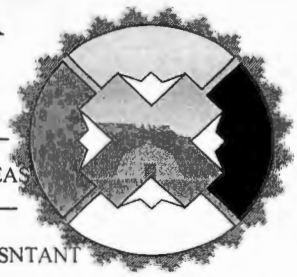
CHILCHINBETO CHAPTER

"HOME OF THE WORLD'S LARGEST NAVAJO RUG"

P. O. BOX 1681, KAYENTA, AZ 86033. EAST HIGHWAY 160 NAVAJO RTE. 59
PHONE: (928) 697-5680/5681 • FAX (928) 697-5691 chilchinbeto@navajochapters.org

Paul Madson- PRESIDENT · Thomas Bradley-VICE PRESIDENT · Virginia White-SEC/TREAS
Delbert Big- GRAZING OFFICIAL · Shaandiin Parrish-COUNCIL DELEGATE

Eugene Badonie- MANAGER Rose Gillis- ADMIN ASSIST. Ronda Sullivan- OFFICE ASSISTANT



RESOLUTION OF THE CHILCHINBETO CHAPTER OF THE NAVAJO NATION

Resolution No: CCH-05-14-2024B

SUPPORTING AND RECOMMENDING APPROVAL TO THE NAVAJO NATION COUNCIL OF THE PROPOSED NORTHEASTERN ARIZONA INDIAN WATER RIGHTS SETTLEMENT AGREEMENT TO RESOLVE THE COMPREHENSIVE WATER RIGHTS CLAIMS OF THE NAVAJO NATION IN THE STATE OF ARIZONA

WHEREAS:

1. Navajo Nation Council Resolution CS-34-98 enacted the Navajo Nation Local Governance Act and codified it under Title 26 of the Navajo Nation Code; and
2. The Chilchinbeto Chapter ("Chapter") is a certified chapter of the Navajo Nation; and
3. Since Navajo creation, water has served as a fundamental element to Navajo life. *Tó'ée'iiná at'e* (Water is Life) and it is essential to *Hózhó*, the Navajo Way of Life. Water is also a fundamental element to Navajo ceremonial life, provides nourishment and hygiene for Navajo people, waters Navajo crops and livestock, and sustains Navajo wildlife and riparian vegetation; and
4. *Bits'íis Nineez* (River of Long Life Span – the Colorado River) and *Tolchi'íkooh* (Red Water Wash – the Little Colorado River), born from our sacred mountains, are two of the four sacred rivers that set the boundaries for *Diné'tah* (Navajoland), and are protectors for the Navajo People; and
5. On April 19, 2023, the Navajo Nation Water Rights Commission passed NNWRC-2023-005 establishing a Navajo Nation Water Rights Negotiation Team ("Negotiation Team") to negotiate a water rights settlement with the State of Arizona and related parties. The Negotiation Team is comprised of Council Delegates from affected Arizona communities, representatives from the Executive Branch, and legal and technical staff from the Navajo Nation Department of Justice and the Navajo Nation Department of Water Resources; and
6. The Navajo Nation and other interested parties in the Little Colorado River Adjudication, including the State of Arizona, the Hopi Tribe, and the San Juan Southern Paiute Tribe, have substantially negotiated a proposed comprehensive water settlement of the Navajo

Nation's water rights in Arizona (the "Northeastern Arizona Indian Water Rights Settlement Agreement" or "Settlement Agreement"); and

7. The proposed Settlement Agreement, once authorized and funded by the United States Congress, would settle all water rights claims in the State of Arizona for the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe; and
8. Navajo communities in Arizona that encompass portions of the Upper Colorado River Basin (the "Upper Basin") and the Lower Colorado River Basin (the "Lower Basin") have severe water infrastructure deficiencies that negatively impact the health, economy, and welfare of the Navajo People; and
9. In 2020, during the Coronavirus (COVID-19) pandemic, the lack of water infrastructure on the Navajo Nation exacerbated the spread of the virus, leading to the infection of more than 90,000 Navajo People and resulting in the death of more than 2,000 Navajo People. This placed the Navajo Nation in the global and national spotlight for its lack of access to clean water. Without access to potable water, Navajo communities remain disproportionately vulnerable to COVID-19 and other communicable diseases; and
10. The lack of water infrastructure and access to potable water sources on the Navajo Nation is compounded by intensifying climate conditions and a "megadrought" impacting all of the American Southwest. The proposed comprehensive Arizona water rights settlement will protect the Navajo People from these impacts and sustain continued life on the Navajo Nation by ensuring that a meaningful water source will be available and accessible to the Navajo People in the near term and for generations to come; and
11. The proposed Settlement Agreement, once authorized and funded by the United States Congress and conformed to match those terms, will recognize the enforceable water rights of the Navajo Nation and provide vital funding for water infrastructure development that is critical to meet the current and future needs of the Navajo People in the Arizona portion of the Navajo Nation; and
12. Key Navajo water claims recognized in the Settlement Agreement include:
 - a. 44,700 acre-feet per year (AFY) of the State of Arizona's Upper Basin allocation of Colorado River water;
 - b. 3,600 AFY of Fourth Priority Lower Basin Colorado River water;
 - c. All of the Little Colorado River water that reaches the Navajo Nation;
 - d. All of the Navajo Aquifer that underlies the Navajo Nation (subject to an agreement with the Hopi Tribe regarding pumping limits for conservation purposes); and
 - e. All of the Coconino Aquifer that underlies the Navajo Nation; and
13. The proposed Settlement Agreement requests that the United States Congress provide funding necessary to build water projects for the Navajo Nation, including the iiná bá – paa tuwaq'atsi pipeline (formerly known as the Western Navajo Pipeline), the Southwest Regional Groundwater Project, the Ganado Regional Groundwater Project, the Black

Mesa Regional Groundwater Project, the Four Corners Project, the Kayenta Project, the Lupton Area Project, the Code Talker Lateral, and local N-Aquifer and C-Aquifer projects; and

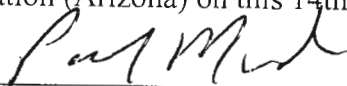
14. The proposed Settlement Agreement also requests that the United States Congress provide funding for the Navajo Nation Renewable Energy Trust Fund, the Navajo Nation Agricultural Conservation Trust Fund, the Navajo Operation, Maintenance & Replacement Fund, and the Navajo Nation Lower Basin Colorado River Water Acquisition Fund; and
15. The 118th Congress and the Biden Administration support Indian Water Rights Settlements like no other Administration or Congress has in the past. It is important to submit the proposed Settlement Agreement as soon as possible and in accordance with the current Congressional schedule for its consideration during this favorable time; and
16. The proposed Settlement Agreement, once executed by the Navajo Nation and the parties to the agreement, is in the best interest of the Navajo Nation and the Navajo People.

NOW THEREFORE BE IT RESOLVED:

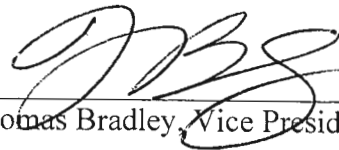
The Chilchinbeto Chapter hereby supports the Northeastern Arizona Indian Water Rights Settlement Act and urges and recommends that the Navajo Nation Council approve the Settlement Agreement as expeditiously as possible.

CERTIFICATION

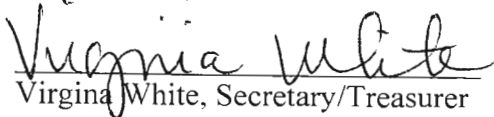
We hereby certify that the foregoing resolution was duly considered by and moved for adoption by ^{Pelbert} ~~Big~~, seconded by ^{Peter Henry} ~~Peter Henry~~ thoroughly discussed and adopted by a vote of 15 in favor, 00, ~~00~~ opposed, and 00 abstained at a duly called meeting at Chilchinbeto Chapter House, Navajo Nation (Arizona) on this 14th day of May 2024.



Paul Madson, President



Thomas Bradley, Vice President



Virginia White, Secretary/Treasurer

Reply all | Delete | Junk | ...



[EXTERNAL]0109-24



Earl Tulley

Today, 5:52 AM

comments

Inbox

May 16, 2024

Honorable Members of the 25th Navajo Nation Council,

Why support of Legislation #0109-24, Northeastern Arizona Indian Water Rights Settlement Agreement? Why, not? Allow me to do the math, the average household in America utilizes 178 gallons per person daily. 178 gallons multiplied by 365 days equals 64,970 gallons per year, then multiplying to 64,970 gallons for a household of 5 equals 324,850 per family, which is nearly an acre-foot of water annually.

The other side of the Settlement coin is litigation, which is adversarial, costly, and lengthy. The time is right to act and support Legislation #0109-24, Northeastern Arizona Indian Water Rights Settlement Agreement.


Last Fall, the University of Arizona, Environment estimated the Navajo Nation water hauling members on average utilize approximately 7 gallons per day, which is merely 12,775 gallons per family per year.

Now our quest for water rights continues, more than 175 years after Americas first Treaty with Navajo.

Those of my generation are inching to seven decades. I am certain your family hauled water in a horse-drawn wooden wagon. Many families continue to haul water to meet their household needs.

As a Navajo Nation, may I ask you to echo and embrace a quote from our former Chairman Peter MacDonald, and elder statesman; *“What is rightfully ours, we must protect. What is rightfully due to us, we must claim. What we depend on from others, we must replace with the labor of our own hands and the skills of our own people. What we do not have, we must bring into being. We must create for ourselves.”*

Honorable 25th Navajo Nation Council Delegates vote green and support our Navajo Nation water needs, Legislation #0109-24 was a collaborative effort by our Navajo Nation’s finest experts, attorneys, scientists, professionals, para-professionals and with prayers.

 Reply all |   Delete  Junk |  



Comment for Legislation 0109-24



RoAnn Burbank

Yesterday, 3:26 PM

comments 

Inbox

As a member of the Navajo Nation I know that we have grown in many parts of the Reservation with limited to no water. We need the WR Settlement for farming, livestock, our daily cleansing, and constructions. This is a great accomplishment for the Navajo Nation.

Chinle S/T RoAnn Burbank

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No to 0109-24



Vincent Yazzie

Tue 5/14, 4:15 PM

Inbox



Action Items



May 14, 2024

Vincent H. Yazzie

Flagstaff, AZ 86004

Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515

Subject: No to 0109-24 due to incomplete document.

Dear Navajo Nation Council,

Pages 1205 to 1222 are not finished. Document is incomplete.

Hopi Water Rights to Upper Colorado River Basin was terminated when they settled with the US Court of Claims to lands in Utah for money. Congress needs to allow for a Hopi water claim by granting land claim. Have to remember that court case.

Document needs to be finished.

Sincerely,

Vincent Yazzie

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Fw: Proposed Legislation on the Comprehensive Arizona Indian Water Rights Settlement on YouTube now...Tue May 14, 2024



cyb8 hotmail

Tue 5/14, 12:26 PM

comments; Dr. Buu V. Nygren

Inbox

To help protect your privacy, some content in this message has been blocked. To re-enable the blocked features, click here.

To always show content from this sender, click here.

On Tuesday, May 14, 2024 at 10:19:06 AM MDT,

To: Ethel Branch

You have all these ranches and LLCs mentioned as participating in the settlement.

Were the San Juan River Dine Water Users considered and included in the settlement?

NN DOJ notes it only represents the government and does not represent the individual dine people, so were the farmers and users consulted and give consent to agree with the settlement terms?

ALL sacred sites that are being used presently need to be protected, not just those areas that are located in communities from where the presidents, council delegates, or AG are from, e.g., Bears Ear, Chaco Canyon, Canyon De Chelly, Grand Canyon, etc. You cannot protect these sites and demolish the sites/areas we are using.

Many sacred/religious/pray spaces along the Navajo-Gallup pipeline were destroyed. These areas all need to be protected.

The concerns expressed by the people were ignored and dismissed. Access to the sites are blocked with construction, fences, and trenches. Trash litters the area and carried onto the grazing area by the wind. The BOR runs to the chapter about 15 miles away and not to the people impacted. No one from BOR or Navajo Nation comes around. We are busy with work and livestock and don't have time to go to meetings and sit there all day.

To conserved water, the nonconsumption water needs to be recycled (see Japan water usage) otherwise it is wasteful.

All previous comments that I previously submitted still stand as they were never addressed.

Dr. Christine J. Benally

Sent: Tuesday, May 14, 2024 9:48 AM

Subject: Proposed Legislation on the Comprehensive Arizona Indian Water Rights Settlement on YouTube now...Tue May 14, 2024

The Most Honorable Speaker Maden Curley

May 15, 2024

Members of the Navajo Nation Council

Re: Arizona Indian Water Rights Settlement.

First, I want to thank members of the Water Rights Lawyers (NDOJ) and the Water Right Commissioner (Mr. Tully) for conducting public education sessions on the summary of the settlement agreement, legislation was not included. The public have every right to know about their water rights, it's their water and their future.

I want to share a few comments and recommendations on the Settlement. Navajo people on Arizona side of the reservation been waiting to know their rights to their water for many years, many generations have gone on without ever knowing their rights. However, they always knew the Creator had given them the precious resources to substant their livelihood and their homeland, it's the bilaagaani that came up with their laws to control everything without regard to culture. We must prove to them through their system the water is ours and how much, one way is through settlement agreement.

While the Settlement is hard to understand, just like the 1868 treaty which the bilaagaani drew up, our ancestors never understood, all they wanted was to go home to their land and to no other land. In this settlement we want our precious gift, our water.

Waver of Rights.

In the 2012 US Senate Settlement legislation, we never knew about the settlement until after it came out as congressional legislation, it was kept from us. After some review, the people found several very damaging languages, which gave water away, waving certain rights, waving the right to sell unused water downstream, waving our rights to sue for any contamination pass, present or future and other damaging provisions. The people took a very strong stand against the proposed legislation. I'm reminding our council that similar languages should not be in the current proposal. I trust they are not, mentioning of wavers were not included in the presentation, unlike the 1868 treaty and the 2012 legislation, the current agreement is drafted by our own Dine', our own children. I trust it reflects our people, our needs, our culture, our future if not I ask you to make the correction.

Pain and Suffering.

It's been 14 and 12 years since the last settlement attempted, during those years climate change has caused the drought to worsen, caused major water shortages particularly in Arizona, water in the major rivers has go down tremendously, the COVIT pandemic came upon us and took some many lives, particularly those without running water and US Supreme court got in involved, rather than helping us it told us to go home back to Arizona and settle with them just like it did in 1970. With all of these challenges hanging over us, we do not have a choice but to fight and regain all of our water, **To' iina at'e** water is life. During

those years, our people at the very grassroots have experienced more pain and suffered more than ever, hauling water for themselves, for their neighbors, for their animals, including wildlife and for their crops. It has caused a major toll on their health, it invited injuries, it caused them tremulous among of expenses to maintain their vehicle their equipment, keeping up with the cost of gasoline and it forced more separation among their family, their children looking for jobs, education, health facilities and above all water for their daily need. Our Navajo families living on Hopi Partition land must be assured they receive their share of water. Having clean water is a human right.

Navajo Nation Water Rights Settlement.

I'm making the following comments and recommendations based on the summary and discussion held at the public meetings by the attorneys.

Navajo Aquifer: Summary reads: *All that underlies the Navajo Reservation subject to an agreement between the Navajo Nation and Hopi Tribe that limits Navajo pumping to 8,000 AFY (2,000 AFY may be used for industrial purposes).*

I strongly recommend striking "2,000 AFY may be used for industrial purposes". For forty years, Peabody and Kayenta Mines pumped millions and millions of gallons of the N-aquifer to slurring coal to Nevada and to support their operation. We have no idea how much of the N-aquifer is left. Also, at the end of last year, 2023 a company, Nature and People First (N&PF) filed an application with the Federal Energy Commission to use 450,000 AF from the Black Mesa aquifers for a period of 100 years to produce energy for cities south of the reservation. These industries use hundreds of thousands of AFY. Thankfully, the Energy Commission denied their application. However, we learned recently they (N&PF) have reapplied asking for reconsideration. By having the language in the agreement, you are inviting more industries.

Also, if an industry does come in, the community share will be reduced to 6,000 AFY. This is not right. We need more than 8,000 AFY.

All of the Dzil Yijiin chapters passed resolutions asking the Navajo Nation not allow the use of the aquifers for industrial purposes but to protect the water.

I also recommend a language to the effect of; "The Secretary of the Interior shall conduct a thorough study of the aquifers in Black Mesa for quality and quantity". Peabody has for forty years used the N-aquifer, we don't know how much and how safe the aquifer is today. Their lease has expired and they together with the Federal Office of Surface Mining claim the water is safe and not much impact from the mining, while all of the surrounding area in Black Mesa to Hopi reservation shows otherwise.

I also like to recommend a new language to the effect of: "The Secretary of the Interior shall have the authority to override a denial of a request or approve a request not responded to

after a period of 90 days. This override and approval shall apply to both the Navajo and Hopi tribe if the Secretary find the request to be in the best interest of the requesting tribe”.

It is extremely difficult to get approval from the Hopi tribe, even if the request is in the best safety interest of both tribes and the general public. For example, right-a-way for public roads traversing the Hopi reservation and during an emergency repairing damaged roadways (replacing washed out culverts etc.), if the Hopis refuse there is nothing more to be done, nowhere to appeal the denial, you are left with no other option.

Peabody and SRP and their Partners.

Recommending new language: “Peabody Coal Company shall provide a recharging system replacing the N-aquifer it used and wasted over the four decades of operation.”

While I have not seen the actual settlement agreement, only the summary, I would like to recommend an additional new language which I believe will be most helpful. The 2012 legislation contains a language extending the lease of Peabody for an additional 25 years beyond the lease term. Peabody’s lease term ended and now only doing some reclamation and reseeding. For 40 years Peabody used and wasted millions and millions of gallons of N aquifer to support its operation and slurring coal to Nevada. Peabody is doing nothing to replace the N aquifer.

Recommending new language: “SRP and Peabody Coal Company and their partners shall provide for a period of ten years sufficient resources to impact communities for transitioning to economic and development purposes”.

Both SRP and Peabody and their partners used so much water during their lease term, Navajo Nation never got a dime for water (34,000 AFY) from Lake Powell and a very low rate for the used of the N aquifer by Peabody Coal Company. Together it’s a huge amount of water, which the western and Black Mesa communities could have used. Without water there cannot be any development.

There must be economic restoration in both communities, the two industries cannot just walk away without providing any resources for development.

Finally, during the two-year extension negotiation in 2019 with Salt River Project, they agreed in the Agreement they would support the Navajo Nation for transfer of a portion of the 50,000 AF of the upper Colorado River basis to the Navajo tribe. It would be great to have support from them on the settlement.

Hopi Support.

I feel it’s absolutely important to have the support from the Hopi Tribe, last year the Arizona Court did a total dis-service to them. The decision just about took everything away from them and left them with almost nothing. Their hope is through the settlement and I’m glad to know they are at the table.

Time Consuming Process.

The process of acquiring water at residential sites, even after congressional approval is extremely long, look at the Navajo Gallup Settlement and at the Utah Navajo Settlement, it's been years since Congress approved the settlement and still no water connected to homes. If Congress were to approve this AZ/Navajo settlement it would take another six to ten years before we see connections. During those years, we would continue to live under the conditions described earlier under the pain and suffering section.

The Navajo Nation and the Bureau of Indian Affairs must get involve and not wait any longer to ease the pain and suffering. They need to identify and approve their resources (Sihasin) to repair windmills, dirt dams and control erosions. Doing so will lift 80% of the daily burdens, we no longer want to stand at the edge of the wash watching rain/snow water washing away and not even catch a gallon of water. Navajo Nation and the BIA cannot just know about our pain and suffering, they must step up and help ease the pain, their decision to do so is in your hands. Taashondii.

Time is of the essence.

Time to claim the water is running out, we cannot allow any more delays. Water has never been this important. Experts are predicting hot weather without moisture is coming upon us in the coming months, major rivers are going dry, water shortages have never been this serious, we have not been allowed to sit at the table until just recently. We will not be able to plant our crops without water; the ground is so dry. We want to reunite with our children, there must be development and opportunities for them.

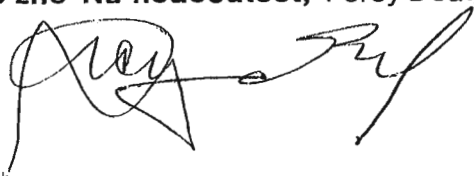
National and State Elections.





In just seven months in November 2024 the National and State elections will be held to elect or re-elect the President of US and Congressional representatives. It appears all the doors are open for Mr. Yellowhair to re-enter the White House and in Arizona we may see a new Senator who strongly supports Mr. Yellowhair. In the 2020 election Mr. Yellowhair lost in Arizona by 11,000 votes, most of which came from the Navajo reservation, he certainly did not forget. If this Settlement Agreement is to pass, the Navajo Nation will have to work hard to have Congressional approval and signed into law before November 2024. Otherwise, we may not see any support from Washindon.

I'm requesting the Navajo Nation Council to seriously consider all the above comments and recommendations and approve the Settlement, I also wish you the very best and May the Great Spirits be your guild and be with you.

If you have any questions, you can contact me at email:

Ho'zho' Na'hodoodleet, Percy Deal, Big Mountain.

A handwritten signature in black ink, appearing to read 'Percy Deal', written over a horizontal line.


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[EXTERNAL]



Susan Carter

Yesterday, 2:19 PM

comments 

Inbox

Give the Dine people their water.

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Navajo Nation Water Agreement



Robert Wall

Yesterday, 10:31 PM

comments

Inbox

Congratulations to the Navajo Nation on your agreement on water rights. I am so very happy for the Dine people and hope that all goes well so that water may be brought to every community and home soon.

Bob Wall, Glendale, AZ

Sent from my iPad

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[EXTERNAL]Water



S

Sat 5/18, 10:28 AM

comments

Inbox



Action Items



Hey

There is enough water on the Rez. After waterlines went in more people stayed out there and violent crime skyrocketed. So don't worry about whining about more water.

Please focus on the 250,000 stray dogs running around the reservation getting hit by cars and starving horses. One can tell the quality of a people by how they take care of their animals.

The Hopi, Utes, Laguna, Acoma and Zuni's want their lands back that the Navajo stole. Figure that out.

Have a great day.

Sent from [Mail](#) for Windows

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