



The Navajo Nation **DR. BUU NYGREN** **PRESIDENT**
Yideeskáądi Nitsáhákees **RICHELLE MONTOYA** **VICE PRESIDENT**

May 24, 2024

Honorable Crystalyne Curley, Speaker
Office of the Speaker
Navajo Nation Council
P.O. Box 3390
Window Rock, AZ 86515

RE: CMY-26-24 An Action Relating to 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 Requires Under Navajo Law; Requesting Waivers of Sections Contained in 25 C.F.R. Part 169; and Approving a Side Agreement Concerning C-Aquifer Pumping

Dear Honorable Delegates of the 25th Navajo Nation Council,

This is a historic resolution. It approves the water rights settlement agreement for the all of the Navajo Nation's water rights within Arizona and is a comprehensive settlement that includes the Hopi Tribe and the San Juan Southern Paiute Tribe.

The Navajo Nation stands in unanimity on securing water rights for the Navajo Nation. The Navajo Nation Council voted unanimously to approve this settlement as part of consent agenda that included the Rio San José Stream System water rights settlement as well. I am proud to sign this resolution into law within twenty-four hours of its passage. The Hopi Tribal Council passed its approving resolution on May 20, 2024, with a vote of 15 in favor and 0 opposed and the San Juan Southern Paiute Tribe approved the settlement on May 24, 2024, with a vote of 6 in favor, 0 opposed, and 1 abstention.

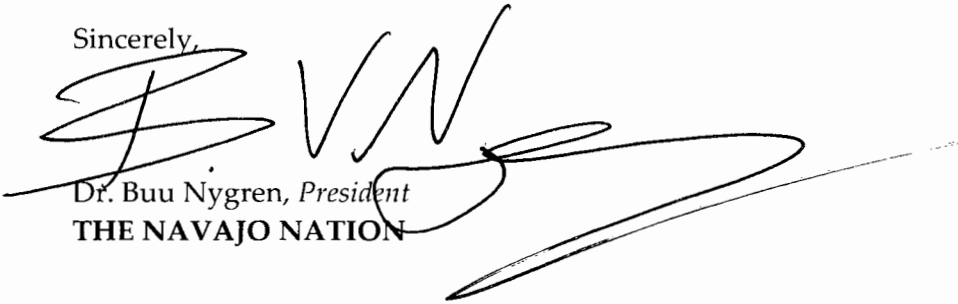
This settlement has been years in the making. Formal discussions started in 1994 and various attempts have been made to reach this settlement. We have never been this close. Importantly, this current effort is tribally lead.

The settlement secures enforceable water rights and includes a substantial funding request of Congress. Importantly, it calls for the need to address some Law of the Colorado River matters that currently prevent the Navajo Nation from diverting and moving water where it is needed on the Navajo Nation.

As we know, the next step is to work with our Congressional Delegation and all members of Congress in passing the necessary legislation to authorize the United States Department of the Interior to sign the agreement, provide the necessary funding, and address the Law of the Colorado River matters. I am confident that our Congressional Delegation understands the historic nature of this settlement and will work with us to obtain quick passage of federal legislation. If any changes are made to the settlement the Navajo Nation Waters Rights Commission is delegated the authority to make necessary technical and conforming changes to the settlement agreement. The settlement agreement would then go to the Attorney General and the President to execute the conformed settlement agreement.

While we have another road to go down, today is a historic achievement. I look forward to standing in unanimity with the Navajo Nation Council on future endeavors to meet the needs of the Navajo People.

Sincerely,

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom.

Dr. Buu Nygren, *President*
THE NAVAJO NATION

RESOLUTION OF THE
NAVAJO NATION COUNCIL
25th NAVAJO NATION COUNCIL - SECOND YEAR, 2024

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

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Resources and Development Committee is a standing committee of the Navajo Nation Council empowered with oversight authority over the waters of the Navajo Nation and to protect this resource for the Navajo Nation and the Navajo People, now and for future generations. 2 N.N.C. §§ 500(A) and 500(C) (1).
- B. The Budget and Finance Committee is a standing committee of the Navajo Nation Council empowered with oversight authority over the budget, finance, investment, bonds, contracting, insurance, audits, accounting, taxes, loans, and chapter budget and finance and is empowered to review and recommend to the Navajo Nation Council the budgeting, appropriation, investment, and management of all funds. 2 N.N.C. §§ 300(A), 300(C), and 301(B) (2).
- C. The Naabik'íyáti' Committee is established as a standing committee of the Navajo Nation Council empowered to review proposed legislation which requires final action by the Navajo Nation Council. 2 N.N.C. §§ 164(A) (9), 700(A), and 701(A) (7).
- D. The Navajo Nation Council is the governing body of the Navajo Nation. 2 N.N.C. § 102(A).
- E. Any waiver of tax or associated interest requires a two-thirds (2/3) vote of the full membership of the Navajo Nation Council. 24 N.N.C. § 106.

- F. The Navajo Nation Council is authorized to approve a limited waiver of the Navajo Nation's sovereign immunity by a two-thirds (2/3) vote of the full membership of the Navajo Nation Council. 1 N.N.C § 554(C) and 2 N.N.C § 223(C).

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

- A. 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 Oodááł* (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 *Hózhóóji* (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.
- B. Water is a fundamental element to Navajo ceremonial life, provides nourishment and hygiene for the Navajo People, waters Navajo crops and livestock, and sustains Navajo wildlife and riparian vegetation.
- C. In recognition of *Tó'éí'iiná at'e* (water is life), the Navajo Nation Council has determined that water is essential "to provide for a permanent homeland for the Navajo People." 22 N.N.C. § 1101.
- D. *Bits'íís Nineez* (River of Long Life Span - the Colorado River) and *Tolchi'ikoooh* (Red Water Wash - the Little Colorado River), born from our sacred mountains, are two of the four sacred rivers that set the boundaries for *Dinétaah* (Navajoland) and are protectors for the Navajo People. The settlement of the Navajo Nation's claims to waters located in Arizona ensures that these rivers will continue to protect the Navajo Nation and the Navajo People and sustain life on our lands - forever.
- E. Navajo communities in Arizona that encompass portions of the Upper Basin of *Bits'íís Nineez* (the "Upper Basin") and the Lower Basin of *Bits'íís Nineez* (the "Lower Basin"), including the *Tolchi'ikoooh* Basin (the "Little Colorado River Basin" or "LCR Basin"), have severe water infrastructure deficiencies that negatively impact the health, economy, and welfare of the Navajo People and the Navajo Nation, as recognized by the Navajo Nation Department of Water Resources. Water Resource Development Strategy for the Navajo Nation (July 2011) at VIII.

- F. In 2020, during the Coronavirus ("COVID-19") pandemic, the lack of water infrastructure on the Navajo Nation exacerbated the spread of the virus, which infected more than 90,000 Navajo People, resulted in the death of more than 2,000 Navajo People, and 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 infectious diseases.
- G. The lack of water infrastructure and access to potable water sources on the Navajo Nation is compounded by intensifying and rapid climate change and a megadrought impacting the American Southwest, including the Navajo Nation. Settlement of the Navajo Nation's water rights claims in Arizona will protect the Navajo People from these impacts and sustain continued life on the Navajo Nation by ensuring that meaningful water sources, including surface water from the Colorado River Upper Basin and Lower Basin, will be available and accessible to the Navajo People in the near term and for generations to come.
- H. Beginning in 1978, in an effort to quantify the rights of the various Tribes and other users, the State of Arizona commenced the General Stream Adjudication of the Little Colorado River ("LCR") System and Source situated in the Lower Basin (the "LCR adjudication").
- I. In 1985, the Navajo Nation joined the proceedings and filed its original statement of claims with respect to the LCR Basin.
- J. The Navajo Nation has been a participant and party in the active litigation of certain claims to groundwater and surface water by the Hopi Tribe in *In re the General Adjudication of All Rights to Use Water in the Little Colorado River System and Source*, Contested Case No. CV 6417-203 (the "Hopi Contested Case") since 2016. On May 25, 2022, the Special Master overseeing the case issued a recommended decree that recognized a mere third of the rights that the Hopi Tribe claimed in its Amended Statement of Claimant and established significant caps on the amount of water the Hopi Tribe can pump for domestic, commercial, municipal, and light industrial ("DCMI") uses - even from aquifers underlying the Hopi Reservation. The Special Master's recommended decree is currently before the Superior Court judge.
- K. In April 2023, the Special Master conducted the Phase I trial for the Navajo Nation's claims for DCMI, livestock, and wildlife watering uses in *In re the General Adjudication of*

All Rights to Use Water in the Little Colorado River System and Source, Contested Case No. CV 6417-300 (the "Navajo Nation Contested Case"). The Phase II trial of the Navajo Nation Contested Case concerning the Nation's remaining claims (cultural, unique tribal, recreation, fish, wildlife and conservation, heavy industrial/commercial, and irrigation uses) is currently set to begin in 2027.

- L. On April 15, 2023, a Leadership Meeting was held among President Buu Nygren, Speaker Crystalyne Curley, the Naabik'íyáti' Committee of the 25th Navajo Nation Council, and the Navajo Nation Water Rights Commission wherein they committed to commencing renewed efforts to settle the Navajo Nation's comprehensive claims to water rights in the State of Arizona. This has resulted in a negotiated settlement titled Northeastern Arizona Indian Water Rights Settlement Agreement (the "Settlement Agreement") attached as Exhibit A.
- M. On April 19, 2023, the Navajo Nation Water Rights Commission, by the authority granted in its Plan of Operation, passed NNWRC-2023-005, thereby establishing a Navajo Nation Water Rights Negotiation Team (the "Negotiation Team") to negotiate a water rights settlement with the State of Arizona and related parties, which is attached as Exhibit B. The Negotiation Team is comprised of Council Delegates from affected Arizona communities, representatives from the Executive Branch, legal and technical staff from the Navajo Nation Department of Justice and the Navajo Nation Department of Water Resources, and contracted consultants. Many members of the Negotiation Team grew up without running water and know on a personal level the daily hardship our Navajo People face in gaining access to the most basic of human needs, and how hard it is to support a traditional Diné livestock raising and farming way of life under those conditions.
- N. On June 16, 2023, Negotiation Team members met with representatives of the Hopi Tribe to re-initiate settlement discussions and made substantial progress in those negotiations by October 2023.
- O. On October 23, 2023, Negotiation Team members met with representatives from the Office of Arizona Governor Katie Hobbs, the Arizona Department of Water Resources, the Arizona State Land Department, the United States, and the other parties to the LCR adjudication in Phoenix, Arizona and the parties made opening statements in support of resuming negotiations for a comprehensive settlement of the Navajo Nation and the

Hopi Tribe's water claims in the State of Arizona. Thereafter, the parties began meeting on a regular basis to advance settlement negotiations. By January 2024, the parties were meeting on a weekly and eventually bi-weekly basis to timely complete negotiations.

- P. In February 2024, at a critical stage of the negotiations, the non-tribal parties requested that the United States include the San Juan Southern Paiute Tribe in the negotiations, which was done.
- Q. The Negotiation Team and the interested parties, including the United States, the State of Arizona, the Hopi Tribe, and the San Juan Southern Paiute Tribe, proceeded to negotiate to resolve all water rights claims in the State of Arizona for the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe. The Nation's predominantly Navajo Negotiation Team, with the assistance of expert outside counsel and technical staff, has fiercely protected and defended the rights of our Navajo People to water throughout these negotiations.
- R. For negotiation purposes, the Negotiation Team utilized the Navajo Nation's compiled water budget that provided projections for the next 100 years so that the negotiated settlement will ensure water for the Navajo People and the Navajo Nation well into the future and sufficient to sustain a permanent homeland for the Navajo People. The Negotiation Team also approached these negotiations with the intent of securing funding for water delivery infrastructure that will provide meaningful access to water for the Navajo People and the Navajo Nation for the long term, including clean, safe, and reliable water delivered to our Navajo Peoples' homes.
- S. In the settlement negotiations, the Negotiation Team also sought the unique flexibility the Navajo Nation must have to be able to deliver water to all of the Navajo communities spread over the vast Arizona portion of the Nation. A map of Navajo Nation Lands is attached as Exhibit C (Exhibit 3.1.112a to the Settlement Agreement). Specifically, the Negotiation Team sought and secured through these negotiations the ability to divert Arizona water in any of the various states the Nation extends into, and the ability to use Arizona Upper Basin Water in the Nation's Arizona Lower Basin communities, and vice versa. A Map of Navajo Nation Water Rights Claims is attached as Exhibit D. This flexibility is vital to water security for the Navajo People because it will allow for the dynamic and adaptive Navajo Nation global water delivery system necessary

to meet the Nation's expected future population demands and mitigate intensifying climate conditions and ensure a permanent homeland for the Navajo People from time immemorial and thereafter - forever.

- T. While the Navajo Nation fully intends to utilize its enforceable water rights to close the vast equity gap that exists between Navajo People at the household level and other Americans by delivering safe, potable, piped water to the more than one-third of Navajo homes on the Navajo Reservation in Arizona that currently lack access to clean, safe, and reliable water, the Negotiation Team also secured a settlement that allows the Nation to defray construction, operation, and maintenance costs through water lease and exchanges revenues while the Navajo Nation's population grows into the infrastructure supporting the Nation's claims in the Settlement Agreement.

- U. The Settlement Agreement, once approved and ratified by Congress, will recognize the enforceable water rights of the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe in Arizona and will provide vital funding for the infrastructure development that is critical to securing for the Navajo People equal access to water that other Americans enjoy and that is a basic human right. This is critical to fulfilling the current and future needs of the Navajo People in the Arizona portion of the Navajo Reservation, and to creating a pathway home for Navajo People who have left the Navajo Reservation due to the severe water infrastructure deficiencies and chronic lack of access to water for basic household, commercial, and industrial use that has long stymied health and economic growth and prosperity on the Navajo Reservation. This is also essential to ensuring the permanency of the Navajo homeland so that the Navajo People may forever remain within our four sacred mountains and bounded by our four protecting rivers.

- V. The Settlement Agreement, once adopted by Congress, will bind all bands of Navajo People and chapters of the Navajo Nation, as well as all entities, agencies, divisions, departments, and programs thereof.

- W. The 118th Congress and the current Administration support tribal water rights settlements. The Settlement Agreement should be submitted as soon as possible and in accordance with the current congressional schedule for its consideration during this favorable time.

X. The Settlement Agreement, once approved and ratified by Congress, will recognize the water rights of the Navajo Nation in the State of Arizona and provide billions of dollars' worth of funding for infrastructure development that the Nation must build in order to meet the anticipated future population of the Navajo People and the growth demands of the Navajo Nation. The terms of the negotiated Settlement Agreement are summarized below (this summary is designed to make the contents of the Settlement Agreement more easily accessible; the text of the Settlement Agreement should be referred to for the actual terms of the settlement and shall control in the event of any inconsistencies or omissions):

1. Paragraph 1.0 - Introduction. The introduction sets forth the purpose of the Settlement Agreement, which is to resolve, fully and finally, any and all claims to water from any source in the State of Arizona 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. Paragraph 2.0 - Parties. The parties to the settlement are 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 Company; 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. Paragraph 3.0 - Definitions and Exhibits. This paragraph defines key terms to avoid future controversy concerning interpretation of the Settlement Agreement, and also lists all of the exhibits to the Settlement Agreement.
4. Paragraph 4.0 -Water Rights of the Navajo Nation and Navajo Allottees. This paragraph identifies the Navajo Nation's water rights in Arizona, which are:
 - a. Underground Water: The right to use all underground water on the Navajo Reservation, subject to the inter-tribal agreement in Paragraph 7.0 regarding the N-Aquifer.
 - b. Effluent: The right to effluent developed on the Navajo Reservation for any purpose determined by the Navajo Nation; developed off of the Reservation on trust land and allotments on those lands for any purpose determined by the Navajo Nation in accordance with applicable law; and developed on Navajo-owned fee land located outside of the Reservation consistent with Arizona state law.
 - c. Springs: The right to all springs on the Navajo Reservation, subject to the inter-tribal agreement in Paragraph 7.0.
 - d. Little Colorado River Tributaries: The right to divert and deplete all surface waters of the Little Colorado River tributary streams that reach the Navajo Reservation, but without diminishment of or interference with existing non-tribal water rights on such streams.
 - e. Little Colorado River Mainstem: The right to divert and deplete all surface waters of the Little Colorado River that reach the Navajo Reservation, including specifically identified water rights and priorities for certain lands, without the right to make calls against existing upstream or downstream off-Reservation water users with respect to such mainstem water, and with the

right to make calls against new upstream or downstream off-Reservation water users. A map of the LCR Basin is attached as **Exhibit E** (Exhibit 3.1.83 to the Settlement Agreement).

- f. Navajo Nation Upper Basin Colorado River Water: The right to 44,700 acre-feet per year of Arizona's allocation of Upper Basin Colorado River Water that may be diverted in Arizona, New Mexico, or Utah and be transported and used on the Navajo Reservation within Arizona whether located in the Upper Basin or the Lower Basin, and be stored in the Frank Chee Willetto, Sr. Reservoir or the Navajo Reservoir in New Mexico or in underground storage facilities in Arizona, and may be leased or exchanged by the Navajo Nation for use in Arizona, and be transported using Central Arizona Project ("CAP") facilities.
- g. Navajo Nation Cibola Water: The right to 100 acre-feet per year of Hopi Tribe Cibola Water, if used in the same location and for the same irrigation purpose as in the Hopi Tribe Cibola contract, or 71.5 acre-feet per year if used in other locations or for a different purpose, that may be diverted in Arizona, New Mexico, or Utah and be transported and used on the Navajo Reservation within Arizona whether located in the Upper Basin or the Lower Basin, and be stored in either of the two New Mexico reservoirs or in underground storage facilities in Arizona, and may be leased or exchanged by the Nation for use in Arizona, and be transported using CAP facilities.
- h. Navajo Nation Fourth Priority Water: The right to 3,500 acre-feet per year of Fourth Priority Colorado River Water that may be diverted in Arizona, New Mexico, or Utah and transported and used on the Navajo Reservation within Arizona whether located in the Upper Basin or the Lower Basin, stored in either of the two New Mexico reservoirs or in underground storage facilities in Arizona, leased or exchanged by the Nation for use in Arizona, and transported using CAP facilities.
- i. Navajo Allottee Water Rights: On-Reservation (non-public domain) Navajo allottees shall have the right to use an allocable portion of the Navajo Nation's water rights, solely on and limited to the allotment, in accordance with Navajo Nation law.

- j. Water Rights for Fee Lands as of the Effective Date, between the Effective Date and the Enforceability Date, and after the Enforceability Date in the LCR watershed: The Settlement Agreement establishes procedures for preparation of abstracts summarizing such water rights or uses held by persons in the LCR watershed and for the incorporation of such water rights into the LCR decree, and once incorporated into the decree, such water rights shall not be subject to objection by the parties to the LCR adjudication.
- k. Water Rights for Lands Held in Trust by the United States for the Navajo Nation as of the Effective Date, between the Effective Date and the Enforceability Date, and after the Enforceability Date in the LCR watershed: The Settlement Agreement establishes procedures for preparation of abstracts of such water rights and for incorporation of such water rights into the LCR decree, and once incorporated into the decree, such water rights shall not be subject to objection by the parties to the LCR adjudication.
- l. Water Rights for Fee Lands as of the Effective Date, between the Effective Date and the Enforceability Date, and after the Enforceability Date in the Verde River Subwatershed in the Gila River Adjudication: The Settlement Agreement establishes procedures for preparation of abstracts of such water rights and for the incorporation of such water rights into the Gila River decree, and once incorporated into the decree, such water rights shall not be subject to objection by the parties to the Gila River adjudication.
- m. Water Rights for Lands Held in Trust by the United States for the Navajo Nation as of the Effective Date, between the Effective Date and the Enforceability Date, and after the Enforceability Date in the Verde River Subwatershed in the Gila River Adjudication: The Settlement Agreement establishes procedures for preparation of abstracts of such water rights and for the incorporation of such water rights into the Gila River decree, and once incorporated into the decree, such water rights shall not be subject to objection by the parties to the Gila River adjudication.

- n. The right to withdraw water or drill wells on the Navajo Reservation without objection by the other parties.
- o. The right to use underground water, springs, LCR tributary water, and LCR mainstem water anywhere on the Navajo Reservation and on off-Reservation trust land in Arizona.
- p. The right to use Upper Basin Colorado River Water, Cibola Water, and Fourth Priority Water anywhere on the Navajo Reservation, or off of the Reservation, but within the State of Arizona.
- q. The right to provide water for municipal use off of the Navajo Reservation from facilities physically connected to facilities on the Reservation in Arizona.
- r. The right to initiate new surface water uses for irrigation by means of direct diversion of surface water on the Navajo Reservation, subject to limitations set forth in the Settlement Agreement.

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

- 5. Paragraph 5.0 - Water Rights of the Hopi Tribe and Hopi Allottees. This paragraph identifies the Hopi Tribe's water rights in Arizona, which are:
 - a. Underground Water: The right to use all underground water on the Hopi Reservation, subject to the inter-tribal agreement in Paragraph 7.0 regarding the N-Aquifer.
 - b. Effluent: The right to effluent developed on the Hopi Reservation for any purpose determined by the Hopi Tribe; developed off of the Reservation on trust land for any purpose determined by the Hopi Tribe in accordance with applicable law; and developed on Hopi-owned fee land located off of the Reservation consistent with Arizona state law.

- c. Surface Water: The right to divert and deplete all surface water that reaches or flows within the Hopi Reservation.
- d. Springs: The right to all springs on the Hopi Reservation, subject to the inter-tribal agreement in Paragraph 7.0.
- e. Hopi Tribe Upper Basin Colorado River Water: The right to 2,300 acre-feet per year of Arizona's allocation of Upper Basin Colorado River water, for transport and use anywhere on the Hopi Reservation and within Arizona whether located in the Upper Basin or Lower Basin, for storage in underground storage facilities in Arizona, for lease and exchange, and which may be transported using CAP facilities.
- f. Hopi Tribe Cibola water: The right to 4,178 acre-feet per year of Fourth Priority Water, 750 acre-feet per year of Fifth Priority Water, and 1,000 acre-feet per year of Sixth Priority Water for use only within the State of Arizona, consistent with the provisions of the Hopi Tribe Cibola contract, or if outside such contractual provisions, then according to a consumptive use calculation by the Secretary of the Interior (or the "Secretary"), for storage in underground storage facilities in Arizona, for lease and exchange, and which may be transported using CAP facilities.
- g. Hopi Allottees: Hopi allottees' rights are settled and described in abstracts and are held in trust by the United States for the benefit of the Hopi allottees.
- h. Water Rights for Fee Lands as of the Effective Date, between the Effective Date and the Enforceability Date, and after the Enforceability Date in the LCR watershed: The Settlement Agreement establishes procedures for preparation of abstracts of such water rights and for the incorporation of such water rights into the LCR decree, and once incorporated into the decree, such water rights shall not be subject to objection by the parties to the LCR adjudication.
- i. Water Rights for Lands Held in Trust by the United States for the Hopi Tribe as of the Effective Date, between the Effective Date and the Enforceability Date, and after the Enforceability Date in the LCR watershed:

The Settlement Agreement establishes procedures for preparation of abstracts of such water rights and for the incorporation of such water rights into the LCR decree, and once incorporated into the decree, such water rights shall not be subject to objection by the parties to the LCR adjudication.

- j. The right to withdraw water or drill wells on trust or off-Reservation fee or trust lands.
- k. The right to use underground water, surface water, and springs anywhere on the Hopi Reservation.
- l. The right to use Upper Basin Colorado River Water and Cibola Water anywhere on the Hopi Reservation, or off of the Reservation but within the State of Arizona.
- m. The right to provide water for municipal use off of the Hopi Reservation from facilities physically connected to facilities on the Reservation.
- n. The right to subordinate senior rights under the Norviel Decree to junior users. (The Norviel Decree is a decision from a 1918 Arizona Superior Court for the County of Apache settling the water rights of a small portion of the LCR watershed in Apache County; it includes the water rights for certain fee lands purchased by the Hopi Tribe near Eager, Arizona (the 26 Bar Ranch).)

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

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

- a. This paragraph proclaims the San Juan Southern Paiute Reservation, including water rights, consisting of 5,400 acres of land within the Navajo Reservation and described in the Treaty and Treaty Addendum as the San Juan Southern Paiute Northern Area ("Northern Area") and the San Juan Southern Paiute Southern Area ("Southern Area"), which lands shall be held in trust

by the United States for the benefit of the San Juan Southern Paiute Tribe.

- b. This paragraph identifies the San Juan Southern Paiute Tribe's water rights in Arizona, which are:
- i. The right to all underground water on the Southern Area.
 - ii. The right to all effluent developed by the San Juan Southern Paiute Tribe for use on the Southern Area for any purpose determined by the Tribe; developed off of the Southern Area on trust land in accordance with applicable law; and developed on San Juan Southern Paiute Tribe fee land located outside of the Southern Area consistent with Arizona state law.
 - iii. Surface Water: The right to divert and deplete all surface water that reaches or flows within the Southern Area.
 - iv. Springs: The right to all springs on the Southern Area.
 - v. The right to water delivered by the Navajo Nation through a service agreement with the Navajo Tribal Utility Authority ("NTUA") to the Southern Area, in an amount not to exceed 350 acre-feet per year.
 - vi. Water Rights for Fee Lands as of the Effective Date, between the Effective Date and the Enforceability Date, and after the Enforceability Date in the LCR watershed: The Settlement Agreement establishes procedures for preparation of abstracts of such water rights and for the incorporation of such water rights in the LCR decree, and once incorporated in the decree, such water rights shall not be subject to objection by the parties to the LCR adjudication.
 - vii. Water Rights for Lands Held in Trust by the United States for the San Juan Southern Paiute Tribe as of the Effective Date, between the Effective Date and the Enforceability Date, and

after the Enforceability Date in the LCR watershed: The Settlement Agreement establishes procedures for preparation of abstracts of such water rights and for the incorporation of such water rights in the LCR decree, and once incorporated in the decree, such water rights shall not be subject to objection by the parties to the LCR adjudication.

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

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

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

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

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

ii. New surface water impoundments in the washes are permitted only to prevent erosion and incision, and to enhance wash recharge, and each Tribe must notify the other of impoundment construction

that will store more than 15 acre-feet per year, or of relocation of an existing impoundment. Greater storage is only permitted with the prior written consent of the other Tribe.

- iii. The Hopi Tribe may construct new surface water impoundments on lands awarded to it in the 1934 Act case, not to exceed a total capacity of 300 acre-feet.
 - iv. Pasture Canyon flows are exclusively for the Hopi Tribe, except for Navajo rights recognized in the 1934 Act case, and upstream uses existing as of the Effective Date.
 - v. The Navajo Nation and the Hopi Tribe agree to jointly investigate the feasibility of Moenkopi Wash alluvial aquifer storage and the rehabilitation and betterment of the Kerley Valley Project.
 - vi. The Tribes agree to cooperate in monitoring stream flows in the managed washes.
 - vii. The Tribes agree to cooperate on watershed restoration efforts, including implementing low technology watershed restoration methods, and where such activities are planned to occur on the major tributary washes or on minor tributary washes located on the Reservation of the other Tribe, with prior consent of the other Tribe.
 - viii. Water uses in sub-basins located in a managed wash or minor tributary wash that do not contribute to any surface flow outside of that sub-basin are not subject to these restrictions. See map of On Reservation Closed Basins attached as Exhibit H (Exhibit 3.1.21b to the Settlement Agreement).
- c. This paragraph applies to the use by either or both Tribes of underground water from the N-Aquifer, and identifies pumping limits to which both Tribes agree in order to protect the N-Aquifer.
- i. Total pumping from the confined N-Aquifer and the Shonto Recharge Area shall not exceed 14,000

acre-feet per year. Of the total limit, pumping by the Navajo Nation shall not exceed 8,400 acre-feet per year and pumping by the Hopi Tribe shall not exceed 5,600 acre-feet per year. No more than 2,000 acre-feet per year may be pumped for industrial uses by each Tribe. See Map of the Extent and Confined Portion of N-Aquifer within the LCR Basin attached as Exhibit I (Exhibit 3.1.24 to the Settlement Agreement) and Map of the N-Aquifer attached as Exhibit J (Exhibit 3.1.96 to the Settlement Agreement).

- ii. Domestic and municipal uses of water from the N-Aquifer have priority.
- iii. New wells may be developed after the Effective Date with notice to the other Tribe, however, no new wells may be developed in the restricted zone which is one-half mile on either side of the Navajo-Hopi boundary line. See map of N-Aquifer Restricted Buffer Zone attached as Exhibit K (Exhibit 3.1.138 to the Settlement Agreement).
- iv. The Tribes agree to develop interconnection infrastructure between NTUA and Moenkopi.
- v. The Tribes agree that the United States, through the United States Geological Survey ("USGS"), will continue to monitor the N-Aquifer, prepare assessment reports, and conduct modeling of the aquifer to predict its long-term viability, and the USGS will meet periodically with the Tribes to discuss these monitoring analyses.
- vi. The Tribes agree to jointly work to secure funding for the USGS monitoring activities, which may include contribution of funds from both Tribes.
- d. The inter-tribal agreement establishes a dispute resolution procedure to resolve disputes arising under the inter-tribal agreement and creates a special inter-tribal commission for dispute resolution whose decisions are final and binding on both Tribes.
- e. The inter-tribal agreement establishes notice provisions for all notices required under this paragraph.

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

- a. This paragraph identifies the permitted and prohibited existing and future surface water claims and uses outside of the Navajo, Hopi, and San Juan Southern Paiute Reservations in the LCR watershed.
- b. Certain listed claimants are required to submit abstracts of existing surface water rights claims and uses, and the Tribes agree not to object to those water rights or their inclusion in the LCR decree. The Tribes also agree not to object to existing surface water rights claims and uses that are not listed in abstracts as of the Effective Date. The claimants submitting abstracts may not claim any storage rights that exceed the existing storage capacity described in the abstracts, the Tribes may object to any claim that does exceed the amounts in the abstracts, and the Hopi Tribe may exercise rights of priority for its rights set forth in the Norviel decree.
- c. The parties, including the Tribes and the United States, agree to be bound by the Zuni settlement, final judgment and decree.
- d. New off-Reservation surface water uses may be made in accordance with the Settlement Agreement, as follows:
 - i. The parties may make new surface water uses in accordance with state law and the terms of the Settlement Agreement, and the Tribes may make new surface water uses in accordance with Paragraphs 4.0 (Navajo Nation water rights), 5.0 (Hopi Tribe water rights), and 6.0 (San Juan Southern Paiute Tribe water rights).
 - ii. Except as provided in specific provisions of the Settlement Agreement, the Tribes, and the United States acting as trustee, agree not to object to or challenge new surface water uses, but the Tribes and the United States acting as trustee 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 the Settlement 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.

- iii. No new surface water uses for irrigation may be made by direct stream diversion, including a prohibition against new direct stream diversions in the Three Canyon Area and in the area governed by the Norviel decree, and the Tribes retain the right to object to any such direct stream diversions in contravention of the Settlement Agreement.
 - iv. The United States agrees not to object on behalf of public domain allottees to new surface water uses.
 - e. The Tribes agree not to object to the withdrawal and use of off-Reservation subflow.
 - i. This agreement not to object includes the two wells used by Atkinson Trading Company ("Atkinson") near Cameron, or any well developed to replace those two wells, and the Navajo Nation agrees to meet and confer with Atkinson should the Navajo Nation determine to develop wells in the area.
 - f. The parties agree not to construct new off-Reservation reservoirs, except as follows:
 - i. If the new reservoir is wholly contained in a closed basin. See map of Off Reservation Closed Basin attached as Exhibit L (Exhibit 3.1.21a to the Settlement Agreement).
 - ii. If the new reservoir is located in the lower LCR watershed and the water is stored for municipal uses in the lower LCR watershed.
 - iii. If the new reservoir stores water that becomes available as a result of a change in place or purpose of use, or change in point of diversion within the same watershed.
 - iv. If the new reservoir has no permanent storage and is operated solely for flood control.

- v. If the new reservoir is C.C. Cragin Reservoir (which transports water outside of the lower LCR watershed), or the Lake Mary Reservoirs (which serve municipal uses by Flagstaff).
 - vi. If the new reservoir impounds effluent.
 - vii. If the new reservoir impounds tailwater.
 - viii. If the new reservoir impounds underground water.
- g. The Navajo Nation may construct new off-Reservation reservoirs or expand existing off-Reservation reservoirs in accordance with state law in the lower LCR watershed, such as McHood Reservoir, but may not construct new reservoirs in the Upper Clear Creek, Lower Clear Creek, and Walnut Creek hydrologic units.
 - h. The Hopi Tribe has the right to share up to 50% of stored water available for Navajo Nation off-Reservation storage projects bordering Hopi lands, including any enlargement of McHood Reservoir, if the Hopi Tribe pays for its share of related costs, and the Hopi Tribe agrees to grant easements to the Navajo Nation for any storage project in the Three Canyon Area.
 - i. The Navajo Nation and the United States as trustee to the Nation or Navajo allottees agree not to object to reservoir or impoundment operation, maintenance, and modification activities that are done in accordance with the Settlement Agreement, but the Nation and the United States as trustee to the Nation or Navajo allottees retain the right to object to such activities that are not in accordance with the settlement, and the LCR adjudication court has exclusive jurisdiction to resolve such objections. Any objection must demonstrate that the reservoir operation, maintenance, or modification causes injury to rights to surface water.
 - j. The parties agree not to object to new off-Reservation reservoirs constructed in accordance with the Settlement Agreement, but retain the right to object to such activities that are not in accordance with the settlement, and the LCR adjudication court has exclusive jurisdiction to resolve such objections.

- k. The Tribes, and the United States as trustee, agree to file any application for severance and transfer, change in place of use or purposes of use, or change in point of diversion of a decreed off-Reservation surface water right in the LCR adjudication court, which court shall conduct hearings on such application; and also agree not to object to applications for severance and transfer, change in place of use or purpose of use, or change in point of diversion of an off-Reservation surface water right or relocation of an existing off-Reservation reservoir within the same watershed of the LCR, unless:
 - i. The Hopi Tribe can demonstrate that the application will cause injury to its rights under the Norviel decree.
 - ii. The application will result in a storage capacity of greater than 500 acre-feet (except for storage capacity for the C.C. Cragin Reservoir and the Lake Mary Reservoirs), and will cause injury to rights to surface water.
 - l. Other than with respect to the C.C. Cragin Reservoir and the Lake Mary Reservoirs, no party may transport surface water diverted within the LCR watershed outside of the LCR watershed. The Tribes, the United States, and other parties retain the right to object to any person that constructs and operates a reservoir in violation of the Settlement Agreement.
 - m. The Tribes and the parties agree not to object to any existing surface water use in the LCR watershed, including the Hopi Tribe's rights in the Norviel decree, based upon forfeiture or abandonment.
 - n. The Navajo Nation bears the burden of proof when asserting claims for injury to rights to surface water.
9. Paragraph 9.0 - Off-Reservation Groundwater Withdrawals and Uses Within the LCR watershed, including Buffer Zones 1 and 2 south of the Navajo Reservation. See map of the Buffer Zones attached as Exhibit M (Exhibit 3.1.12 to the Settlement Agreement).

- a. This paragraph applies to groundwater withdrawals and uses within the LCR watershed and outside of the Navajo, Hopi, and San Juan Southern Paiute Reservations.
- b. The Tribes agree not to object to the withdrawal or use of groundwater from any off-Reservation well located outside of Buffer Zones 1 and 2, including replacement wells.
- c. ADWR agrees to catalog all existing wells located inside of Buffer Zones 1 and 2, other than existing wells owned in trust by the United States for the benefit of a Tribe and the LCR adjudication court shall distribute the catalog, once completed, to the court approved mailing list and existing well owners.
 - i. Certain persons may object to the catalog on the basis of omission or inaccurate information regarding wells in the catalog.
 - ii. Any wells not included in the catalog shall be treated as new wells.
- d. Within Buffer Zone 1, the Tribes may object to existing wells if they withdraw more water than set forth in the catalog, and within Buffer Zone 2, the Tribes may object to existing wells if they withdraw more water than set forth in the catalog, or more than the greater of 500 gallons per minute ("GPM") or a volume of 800 acre-feet per year.
- e. Existing wells within the buffer zones may be replaced, with limits on total well capacity and location of the replacement wells.
- f. Exempt wells (pumps no more than 35 GPM) within the buffer zones are not included in the ADWR catalog and are not subject to objection.
- g. If a new non-exempt well (a well that pumps more than 35 GPM) is drilled within Buffer Zone 1, the Navajo Nation retains rights to assert a claim for injury to rights to groundwater caused by such new well.
- h. If a new non-exempt well is drilled within Buffer Zone 2, the Navajo Nation retains rights to assert a claim for injury to rights to groundwater for wells greater

than 500 GPM capacity, unless the new well complies with well spacing configurations. Certain additional constraints apply to wells developed on Arizona State Land Department lands.

- i. The Navajo Nation has the burden of proof when asserting claims for injury to rights to groundwater.
 - j. ADWR will assert reasonable efforts to notify all persons intending to drill a new well or replace an existing well in the buffer zones that they are subject to potential claims by the Tribes.
 - k. An additional agreement among the Navajo Nation, Hopi Tribe, United States as trustee for the Tribes, Bar T Bar Ranch, and the Arizona State Land Department is attached to the Settlement Agreement and identifies additional buffers and restrictions on well development. (See Section Four below for a discussion of this agreement.)
10. Paragraph 10.0 - Navajo Nation Water Delivery Contracts and Related Provisions.
- a. This paragraph requires the Secretary of the Interior to enter into contracts with the Navajo Nation for delivery and use of the Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water and sets forth the terms and conditions for the contracts.
 - b. The Navajo Nation agrees that Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water may be curtailed to the same extent as other non-CAP Fourth Priority Colorado River Water supplies in times of shortage.
 - c. The Navajo Nation may lease and store its water which is delivered pursuant to contracts with the Secretary on the Reservation in accordance with Navajo law. The Navajo Nation may lease, exchange, and store its water delivered pursuant to contracts with the Secretary off of the Reservation with the approval of the Secretary and with the Central Arizona Water Conservation District's (CAWCD) approval of the leased, exchanged, or stored water if the water will be transported through the CAP system. The lessee is responsible for

all charges and fees, and the Navajo Nation is entitled to all compensation under any contracts to lease, options to lease, contracts to exchange, or options to exchange the Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water.

11. Paragraph 11.0 - Hopi Tribe Water Delivery Contracts and Related Provisions.

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

12. Paragraph 12.0 - Infrastructure, Funding and Related Support.

- a. This paragraph establishes a non-trust 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 Navajo, Hopi, and San Juan Southern Paiute Southern Area Reservations, as well as trust and fee lands outside of the Reservations and funds to support those efforts.

- b. The iiná bá - paa tuwaqat'si pipeline Implementation Fund Account will consist of \$1.715 billion, together with interest and any additional funding authorized in the settlement act, by which the Bureau of Reclamation will plan, design, and construct the iiná bá - paa tuwaqat'si pipeline on the Navajo Reservation, Hopi Reservation, and San Juan Southern Paiute Southern Area to transport water from Lake Powell to the Reservation communities for domestic, commercial, municipal, and industrial water uses.
 - i. There shall be a project construction committee consisting of the Bureau of Reclamation, Bureau of Indian Affairs, Navajo Nation, Hopi Tribe, and the San Juan Southern Paiute Tribe to participate in project planning.
 - ii. The Navajo Nation and the Hopi Tribe agree to execute a project operations agreement to address water distribution, operation and maintenance of the pipeline, allocation of payment for operation and maintenance, and the right to sue in federal district court to enforce the agreement.
- c. Navajo Nation Water Settlement Trust Fund. The Settlement Agreement establishes trust funds for the benefit of the Navajo Nation, as follows:
 - i. The Navajo Nation Water Projects Trust Fund Account consists of \$2.3692 billion for specified projects on the Navajo Reservation to provide Reservation communities with potable water, storage water and other water infrastructure.
 - ii. The Navajo Nation OM&R Trust Fund Account consists of \$229.5 million to support operation, maintenance, and replacement of each of the projects.
 - iii. The Navajo Nation Renewable Energy Trust Fund Account consists of \$40 million to fund renewable energy facilities to support the water projects.
 - iv. The Navajo Nation Agricultural Conservation Trust Fund Account consists of \$80 million to

support historically irrigated acreage by implementing modernized irrigation infrastructure, and including replacement and development of livestock wells.

- v. Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account consists of \$28 million to purchase land with senior water rights with the intention to sever and transfer such water rights for reallocation to the Navajo Nation.
- d. Hopi Tribe Water Settlement Trust Fund. The Settlement Agreement establishes trust funds for the benefit of the Hopi Tribe, as follows:
- i. The Hopi Tribe Groundwater Projects Trust Fund Account consists of \$390 million for specified projects on the Hopi Reservation to provide water infrastructure as follows:
 - 1. The Side Rock-Moenkopi Groundwater Project to provide potable water to Moenkopi and unserved locations on the Hopi Reservation.
 - 2. The Expanded Hopi Arsenic Mitigation Project to provide potable water to communities at First, Second, and Third Mesas and Keams Canyon.
 - 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 to the United States for planning, design, construction, access, operation, maintenance, modification, and replacement of the iiná bá - paa tuwaqat'si pipeline and (2) grants of rights-of-way for planning, design, construction, access, operation, maintenance, modification, and replacement of the other projects identified and funded by the settlement.
- g. The Navajo Nation's consent to the United States for a right-of-way for the iiná bá - paa tuwaqat'si pipeline will be perpetual and without charge or other consideration from the United States, including a waiver of any right to tax the right-of-way.
- h. Each Tribe shall 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 the tribal water projects authorized in the Settlement Agreement and any infrastructure reasonably

necessary to operate said projects, without charge or other payment or consideration from the other Tribes, excepting surface damages, and waiving any tax of such rights-of-way.

- i. The Hopi Tribe agrees to consent to a perpetual right-of-way to NTUA to plan, design, construct, access, maintain, modify, and replace a natural gas pipeline and any associated infrastructure, without charge or other consideration from the Navajo Nation or the United States, including waiver of any right to tax the right-of-way.
- j. Each of the Tribes may determine to amend any of the projects identified in this paragraph, except for the iiná bá - paa tuwaqat'si pipeline.

13. Paragraph 13.0 - Waivers, Releases and Retention of Claims.

- a. This paragraph sets forth the Navajo Nation's waivers of claims against the State of Arizona, the Hopi Tribe, the Hopi Allottees, the San Juan Southern Paiute Tribe, and any other individual, entity, corporation, or municipal corporation for all water rights settled under the Settlement Agreement, including all past, present and future claims for such water, and for claims of past or present injury to such water rights.
- b. This paragraph identifies the claims retained by the Navajo Nation, which are for injury to and enforcement of the rights set forth in the Settlement Agreement; for new water rights for land owned or acquired in fee by the Navajo Nation or in trust by the United States for the Navajo Nation's benefit; for injury to water rights by any tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe or the Zuni Tribe; and against water rights claims by or for any tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe or the Zuni Tribe.
- c. This paragraph sets forth the United States' waiver of claims on behalf of the Navajo Allottees against the State of Arizona, the Navajo Nation, the Hopi Tribe, the Hopi Allottees, and the San Juan Southern Paiute Tribe for all water rights settled under the Settlement Agreement, including all past, present and future

claims for such water, and for claims of past, present, or future injury to such water rights.

- d. This paragraph identifies the claims retained by the United States on behalf of the Navajo Allottees, which are for injury to and enforcement of the rights set forth in the Settlement Agreement, and against water rights claims for or injury resulting from the water rights claims of any tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe or the Zuni Tribe.
- e. This paragraph sets forth the Navajo Nation's waivers of claims against the United States for all water rights settled under the Settlement Agreement, including all past, present and future claims for such water; claims of past or present injury to such water rights; past, present, and future claims arising out of monitoring activities by the United States; past and present claims related to foregone benefits from non-Navajo use of water; past and present claims based on damage, loss, or injury to land or natural resources due to loss of water or water rights related to hunting, fishing, gathering, or cultural rights; past and present claims related to failure to establish or provide water delivery systems; past and present claims relating to irrigation projects; and past and present claims based on failures to provide dam safety improvements.
- f. This paragraph identifies the claims retained by the Navajo Nation against the United States, which are for injury to and enforcement of the rights set forth in the Settlement Agreement; for new water rights for land owned or acquired in fee by the Navajo Nation; against water rights claims for or for injury resulting from the water rights claims of any tribe other than the Hopi Tribe, the San Juan Southern Paiute or the Zuni Tribe.
- g. This paragraph identifies the United States' waivers of claims against the Navajo Nation and members of the Navajo Nation for all claims of past or present injury to water rights settled under the Settlement Agreement.

- h. This paragraph identifies the United States' retention of all claims not expressly waived against the Navajo Nation and the members of the Navajo Nation.
- i. This paragraph identifies the non-tribal parties' waivers of claims against the Navajo Nation and members of the Navajo Nation, and the United States as trustee for the Navajo Nation and Navajo Allottees for all past and present claims for injury to water rights resulting from the diversion or use of water on Navajo land or Navajo allotments.
- j. This paragraph identifies the non-tribal parties' retention of claims for injury to or enforcement of their rights under the Settlement Agreement and for claims arising after the enforceability date.
- k. In addition to the waivers that the Navajo Nation provides in the Settlement Agreement, the Hopi Tribe and the San Juan Southern Paiute Tribe, and the United States on their behalf, provide similar waivers and affirm similar retentions.
- l. For information on additional waivers and retentions, refer to Paragraph 13.0 of the Settlement Agreement.
- m. The Settlement Agreement represents full and complete satisfaction of the water rights claims of the Navajo Nation and its members, the Navajo Allottees, the United States as trustee for the Navajo Allottees, the Hopi Tribe and its members, the Hopi Allottees, the United States as trustee for the Hopi Allottees, and the San Juan Southern Paiute Tribe and its members.
- n. Nothing in the Settlement Agreement precludes the United States or the applicable Tribe from enforcing federal and tribal environmental laws and regulations on the Navajo Reservation, the Hopi Reservation, the San Juan Southern Paiute Reservation, and all trust lands held by the United States for the benefit of the Navajo Nation, the Hopi Tribe and the San Juan Southern Paiute Tribe.

14. Paragraph 14.0 - Enforceability Date.

- a. This paragraph identifies the conditions precedent that must be met for the Settlement Agreement to become

binding on the United States, known as the Enforceability Date. Those conditions are: Publication in the Federal Register a statement of findings that:

- i. The Settlement Agreement has been amended to conform to the settlement act, including all exhibits to the Settlement Agreement.
 - ii. The amended Settlement Agreement has been signed by all parties, and any exhibits requiring amendment have been signed by the required parties.
 - iii. The waivers and releases have been executed.
 - iv. \$5 billion has been appropriated and deposited in the appropriate accounts.
 - v. The LCR decree has been approved by the LCR adjudication court.
 - vi. The Gila River decree has been approved by the Gila River adjudication court.
 - vii. NTUA and the San Juan Southern Paiute Tribe have executed a service agreement.
 - viii. The Navajo Nation, the Hopi Tribe and the San Juan Southern Paiute Tribe have executed tribal resolutions consenting to a limited waiver of sovereign immunity from suit.
- b. If the conditions precedent are not satisfied, the Settlement Agreement will become void.
 - c. If the conditions precedent are not satisfied, the San Juan Southern Paiute Reservation will continue to be in force and effect.

15. Paragraph 15.0 - Other Provisions.

- a. No impairment of existing rights, including no impairment of the right to the delivery or beneficial or consumptive use of Colorado River Water under the 1944 Treaty with Mexico.

- b. No quantification of public domain allottee water rights, or effect on the ability of public domain allottees to make water rights claims.
- c. Modification and amendment of the Settlement Agreement and exhibits thereto may be made in writing upon agreement of all parties, but modification or amendment of exhibits may not violate the settlement act or the Settlement Agreement or adversely affect the rights of any party not a signatory to such amendment.
- d. The Governor may execute the Settlement Agreement on behalf of the State of Arizona. The Arizona state agencies that are parties to the Settlement Agreement may execute the Settlement Agreement on their own behalf.
- e. The parties to the Settlement Agreement become bound on the effective date, except for the United States which becomes bound on the Enforceability Date.
- f. Within 30 days of the Effective Date, the parties shall seek to stay all LCR litigation relating to the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the United States on their behalf.
- g. Any party may petition a court of competent jurisdiction to enforce the terms of the Settlement Agreement.
- h. The Settlement Agreement is construed in accordance with applicable law.
- i. All expenditure or advance of federal or state funds are contingent upon the appropriation of such funds.
- j. No member of Congress shall receive a personal benefit from the settlement.
- k. Only the claims of the Navajo Nation, the Hopi Tribe and the San Juan Southern Paiute Tribe are settled by the settlement and no other tribal claims are affected by the settlement.
- l. Any person who is not a party to the Settlement Agreement but whose water rights are protected by the Settlement Agreement is a third-party beneficiary and

is entitled to enforce the provisions of the Settlement Agreement against the parties.

- m. The parties other than the state parties and the United States agree not to seek any legislation that would allow groundwater to be transported away from the LCR basin.
 - n. Other than recognition of the right to withdraw or use underground water from the two existing Atkinson Trading Company wells, nothing in the Settlement Agreement addresses jurisdiction over land that Atkinson owns or claims to own, and the United States and the Navajo Nation retain all rights and claims concerning such land.
- Y. Since January 29, 2024, the Navajo Nation Water Rights Commission, with legal and technical assistance from the Navajo Nation Department of Justice and the Navajo Nation Department of Water Resources, provided 31 public presentations on the Navajo Nation's Arizona water rights claims and related litigation and settlement efforts to over 733 individuals in 25 different chapter communities. Presentations were also provided to the Diné Hataakii Association, the Navajo Nation Human Rights Commission, Navajo Nation Enterprises, and Agency Councils. The Navajo Nation Water Rights Commission also hosted 7 forums simultaneously on radio and social media livestreams. The radio forums were rebroadcasted to ensure broad listenership, and the livestreams were played on the President's Facebook and YouTube accounts, the Navajo Nation Council's Facebook and YouTube accounts, the Water Rights Commission's Facebook page, and the Attorney General's Facebook page to maximize viewership. The Department of Justice also conducted livestreams on the Attorney General's Facebook page and as part of the President's Lunch & Learn series broadcast on Facebook and YouTube. The various social media livestreams have received engagement from over 33,000 viewers.
- Z. On May 8, 2024, the Navajo Nation Water Rights Commission, through NNWRC-2024-012, passed a resolution expanding the Negotiation Team to include additional Council Delegates from affected communities who have participated in settlement negotiations. Navajo Nation Water Rights Commission Resolution NNWRC-2024-012 is attached as **Exhibit N**.
- AA. On May 9, 2024, the Navajo Nation Water Rights Commission, through NNWRC-2024-014, passed a resolution endorsing and

recommending to the Navajo Nation Council to approve the Settlement Agreement. Navajo Nation Water Rights Commission Resolution NNWRC-2024-014 is attached as **Exhibit O**.

- BB. Consistent with the concept of *Tó'éeí'íiná at'e*, the Navajo Nation Council has determined that it is in the best interest of the Arizona Chapters of the Navajo Nation, the members of the Navajo Nation residing therein, and the Navajo Nation as a whole, to approve the Settlement Agreement.

SECTION THREE. ASSOCIATED RIGHTS-OF-WAY

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

with the condition that the right-of-way grantee at issue will comply with the Nation's right-of-way application process developed by the Navajo Nation General Land Development Department, including terms and conditions modified to reflect Paragraph 12.5 of the Settlement Agreement and payment of associated administrative fees. The grantees shall submit all right-of-way documentation to the Navajo Nation Department of Justice and the Department of Justice shall coordinate with the Navajo General Land Development Department in the grantees' submission of these specific applications for rights-of-way.

- G. In order to effectuate the Navajo Nation's consent for the rights-of-way in accordance with the terms of Paragraph 12.5 of the Settlement Agreement, the Nation is requesting waivers of several sections of the Bureau of Indian Affairs right-of-way regulations found at 25 C.F.R. Part 169. Specifically, the Navajo Nation is requesting a waiver of the following sections of 25 C.F.R. Part 169: 169.103(f)(2), 169.105(c), 169.110(a), 169.120(b), and 169.125(c)(5)(iii):
1. 169.103(f)(2): The Navajo Nation deems that, consistent with the terms set forth in Paragraph 12.5 of the Settlement Agreement, a waiver of any bond, insurance or alternative form of security is in the Navajo Nation's best interest.
 2. 169.105(c): The Navajo Nation believes waiving the due diligence requirements in 169.105 is in the best interest of the Navajo Nation.
 3. 169.110(a): The Navajo Nation has agreed to compensation in the Settlement Agreement that is satisfactory to the Navajo Nation, the Navajo Nation hereby waives valuation, and the Navajo Nation has determined that accepting such agreed-upon compensation and waiving valuation is in its best interest.
 4. 169.120(b): The Navajo Nation has determined that, consistent with the terms set forth in Paragraph 12.5 of the Settlement Agreement, waiver of the requirement that the right-of-way grantee be required to pay for all damages to the land for which the right-of-way is granted is in the best interest of the Navajo Nation.
 5. 169.125(c)(5)(iii): The Navajo Nation has determined that, consistent with the terms set forth in Paragraph 12.5 of the Settlement Agreement, waiver of the requirement that

the right-of-way grantee restore the land related to the right-of-way as nearly as may be possible to its original condition, to the extent compatible with the purpose for which the right-of-way was granted, or reclaim the land if agreed to by the Navajo Nation is in its best interest.

SECTION FOUR. SIDE AGREEMENT CONCERNING C-AQUIFER PUMPING

- A. The Settlement Agreement contains an ancillary agreement among the United States, the Hopi Tribe, the Navajo Nation, Bar T Bar, and the Arizona State Land Department concerning pumping from the Coconino Aquifer ("Side Agreement"). The Side Agreement which is titled "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" is attached as Exhibit P (Exhibit 9.10 to the Settlement Agreement).
- B. In general, the Side Agreement limits the drilling of new non-exempt wells by various parties in specific areas. The Side Agreement also details the maximum amounts of groundwater that may be pumped by the various parties in specific areas.

SECTION FIVE. APPROVALS

- A. The Navajo Nation Council hereby approves the Settlement Agreement in the form of or substantially similar to the form of Exhibit A as attached.
- B. The Navajo Nation Council hereby approves a limited waiver of sovereign immunity on the terms set forth in Exhibit Q as attached for the limited and sole purpose of allowing the Navajo Nation to be joined as a party in actions concerning the interpretation or enforcement of (1) the Settlement Agreement; (2) the federal legislation that authorizes, ratifies, and confirms the Settlement Agreement; and (3) the LCR and Gila River Decrees.
- C. The Navajo Nation Council hereby consents to and approves (1) a right-of-way or other legal device granted to the United States for the iiná bá - paa tuwaqat'si pipeline and any infrastructure reasonably necessary to operate, maintain, and replace said pipeline; (2) a right-of-way granted to the Hopi Tribe for the Side Rock-Moenkopi Groundwater Project, consistent with the terms as described in Section Three, and (3) such other rights-of-way that are necessary to implement

the terms of the Settlement Agreement with respect to the groundwater projects of the Hopi Tribe and the San Juan Southern Paiute Tribe.

- D. The Navajo Nation Council hereby waives any consideration due from the grantees to the Nation for the rights-of-way described in Paragraph 12.5 of the Settlement Agreement.
- E. The Navajo Nation hereby waives any tax or assessment, in any manner whatsoever, directly or indirectly, any rights, property, or activity associated with the rights-of-way or other legal devices, infrastructure, and activities as described in Paragraph 12.5 of the Settlement Agreement.
- F. The Navajo Nation hereby requests a waiver of the following Bureau of Indian Affairs right-of-way regulations contained in 25 C.F.R. Part 169: 169.103(f)(2), 169.105(c), 169.110(a), 169.120(b), and 169.125(c)(5)(iii).
- G. If the Bureau of Indian Affairs requires the Navajo Nation to provide its consent for additional waivers of the requirements of 25 C.F.R. Part 169 in order to issue the rights-of-way agreed to by the Navajo Nation in Paragraph 12.5 of the Settlement Agreement, the Navajo Nation Attorney General shall be authorized to provide such written consent on behalf of the Navajo Nation.
- H. The Navajo Nation Council hereby approves the Side Agreement titled "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" in the form or substantially similar to the form attached as Exhibit P (Exhibit 9.10 to the Settlement Agreement).
- I. The Navajo Nation Council hereby authorizes the President of the Navajo Nation and the Attorney General of the Navajo Nation to execute the Settlement Agreement in the form of or substantially similar to the form of Exhibit A as attached and any and all other documents necessary or appropriate to effectuate the intent and purpose of this resolution.
- J. With this approval, the Navajo Nation binds all bands of Navajo People and chapters of the Navajo Nation, including all entities, agencies, divisions, departments, and programs thereof, to the terms of the Settlement Agreement.

SECTION SIX. PROCEDURES FOR APPROVING CHANGES IN THE SETTLEMENT AGREEMENT

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

CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the 25th Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 22 in Favor, and 00 Opposed, on this 23rd day of May 2024.



Honorable Crystalyne Curley, Speaker
25th Navajo Nation Council

5/23/2024

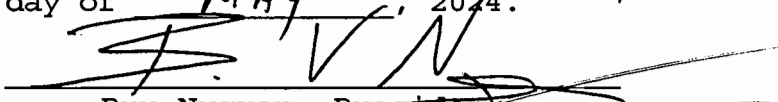
Date

Motion: Honorable George H. Tolth
Second: Honorable Herman M. Daniels, Jr.

Speaker Crystalyne Curley not voting

ACTION BY THE NAVAJO NATION PRESIDENT:

1. I, hereby, sign into law the foregoing legislation, pursuant to 2 N.N.C. § 1005(C)(10), on this 24 day of MAY, 2024.



Buu Nygren, President
Navajo Nation

2. I, hereby, veto the foregoing legislation, pursuant to 2 N.N.C. § 1005(C)(11), on this _____ day of _____, 2024 for the reason(s) expressed in the attached letter to the Speaker.

Buu Nygren, President
Navajo Nation

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:

New Well GPM x 1.25 acres = Restricted Pumping Acreage.

And in other words,

Restricted Pumping Acreage x (0.8) = 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 Dził;

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, stockpounds, 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 for 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

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: _____

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