

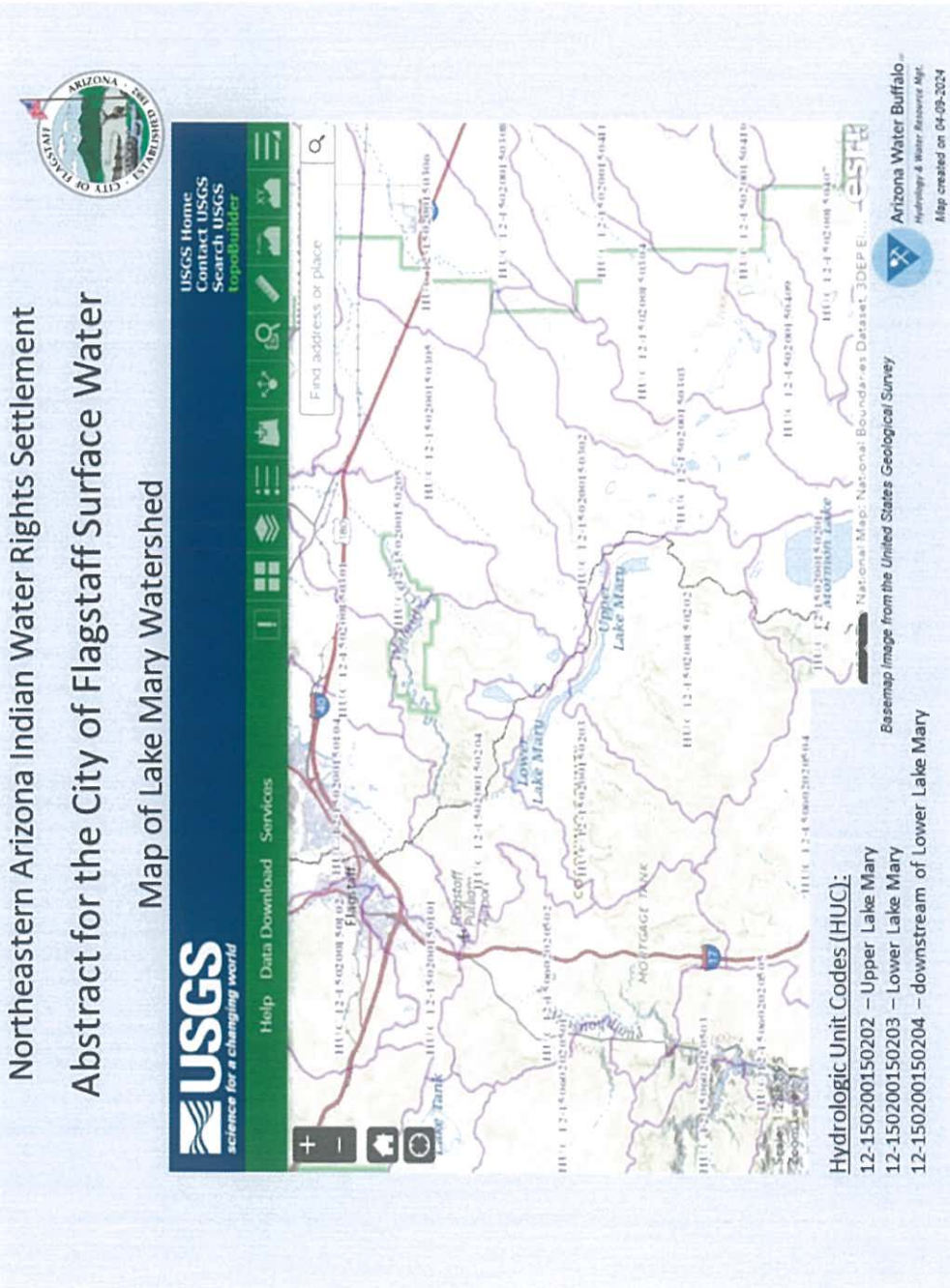
CONFIDENTIAL RULE 408  
 SETTLEMENT DRAFT  
 Submitted for settlement purposes only.

ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Upper Lake Mary		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	U.S. Forest Service
3.	<b>Completion Date</b>	December 31, 1941
4.	<b>Statement of Claimant No.(s).</b>	39-03-83948; 39-03-83949
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	Pre-1919; State law; CWRs 1984 and 3998; 1974 Water Rights Registration Act Registry No. 36-104752; U.S. Forest Service Special Use Permit October 19, 2004
8.	<b>Beneficial Use</b>	Municipal & Industrial; recreational, fish, wildlife
9.	<b>Priority Date</b>	December 31, 1903
10.	<b>Storage Capacity</b>	16,575 AF; continuous fill
11.	<b>Quantity</b>	6,966.3 AFY
12.	<b>Places of Use</b>	City of Flagstaff Service Area
13.	<b>Points of Diversion</b>	SW SE 27 T20N, R8E
14.	<b>Source of Water</b>	Surface Water – Lake Mary watershed - Walnut Creek
15.	<b>Comments</b>	Lower Lake Mary constructed in 1903; Upper Lake Mary constructed in 1941 and enlarged in 1951; Operation of Lower Lake Mary diversions are from Upper Lake Mary

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## ABSTRACT FOR THE CITY OF FLAGSTAFF STIPULATION / NAIWRS Surface Water



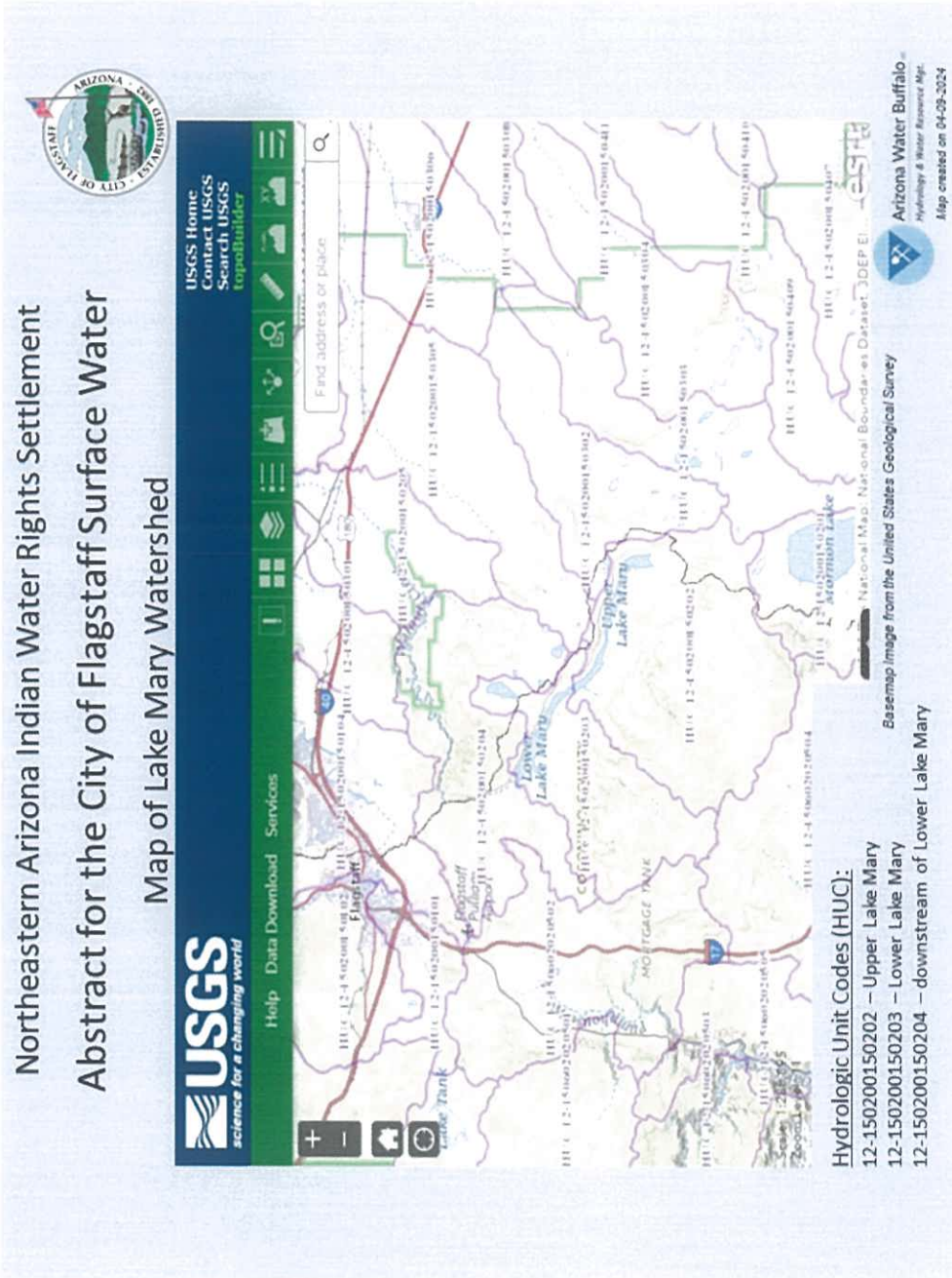
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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Lower Lake Mary		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	U.S. Forest Service
3.	<b>Completion Date</b>	December 31, 1903
4.	<b>Statement of Claimant No.(s).</b>	39-03-83948; 39-03-83949
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	Pre-1919; State law; CWRs 1984 and 3998; 1974 Water Rights Registration Act Registry No. 36-104752; Permit Application 33-87178; U.S. Forest Service Special Use Permit October 19, 2004
8.	<b>Beneficial Use</b>	Municipal & Industrial, recreational, fish, wildlife
9.	<b>Priority Date</b>	December 31, 1903
10.	<b>Storage Capacity</b>	8,617 AF; continuous fill
11.	<b>Quantity</b>	3,068.8 AFY
12.	<b>Places of Use</b>	City of Flagstaff Service Area
13.	<b>Points of Diversion</b>	SE 18 T20N, R8E; Upper Lake Mary
14.	<b>Source of Water</b>	Surface Water – Lake Mary watershed - Walnut Creek
15.	<b>Comments</b>	Lower Lake Mary constructed in 1903; Upper Lake Mary constructed in 1941 and enlarged in 1951; Lower Lake Mary diversions are from Upper Lake Mary

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## ABSTRACT FOR THE CITY OF FLAGSTAFF STIPULATION / NAIWRS Surface Water



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ABSTRACT FOR THE CITY OF FLAGSTAFF  
STIPULATION / NAIWRS  
Surface Water

Arnold Canyon San Francisco Peaks Spring		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	U.S. Forest Service
3.	<b>Priority Date</b>	December 31, 1880
4.	<b>Statement of Claimant No.(s).</b>	39-03-83949
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	Pre-1919; State law; CWR 3922; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	<b>Beneficial Use</b>	Municipal & Industrial
9.	<b>Quantity Flow Rate/Volume</b>	30.69 AFY
10.	<b>Places of Use</b>	City of Flagstaff Service Area
11.	<b>Points of Diversion</b>	NE NW 28 T22N, R7E
12.	<b>Source of Water</b>	Surface Water
13.	<b>Comments</b>	1880 – The year in which the City of Flagstaff's predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed  1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply

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 STIPULATION / NAIWRS  
 Surface Water

Beard Canyon San Francisco Peaks Spring		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	U.S. Forest Service
3.	<b>Priority Date</b>	December 31, 1880
4.	<b>Statement of Claimant No.(s).</b>	39-03-83949
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	Pre-1919; State law; CWR 3923; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	<b>Beneficial Use</b>	Municipal & Industrial
9.	<b>Quantity Flow Rate/Volume</b>	33.45 AFY
10.	<b>Places of Use</b>	City of Flagstaff Service Area
11.	<b>Points of Diversion</b>	NW SW 28 T23N, R7E
12.	<b>Source of Water</b>	Surface Water
13.	<b>Comments</b>	1880 – The year in which the City of Flagstaff's predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed  1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply

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 STIPULATION / NAIWRS  
 Surface Water

Little Bear Paw San Francisco Peaks Spring		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	U.S. Forest Service
3.	<b>Priority Date</b>	December 31, 1880
4.	<b>Statement of Claimant No.(s).</b>	39-03-83949
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	Pre-1919; State law; CWR 3924; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	<b>Beneficial Use</b>	Municipal & Industrial
9.	<b>Quantity Flow Rate/Volume</b>	85.01 AFY
10.	<b>Places of Use</b>	City of Flagstaff Service Area
11.	<b>Points of Diversion</b>	SE SW 28 T23N, R7E
12.	<b>Source of Water</b>	Surface Water
13.	<b>Comments</b>	<p>1880 – The year in which the City of Flagstaff’s predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed</p> <p>1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply</p>

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Dunnam Canyon San Francisco Peaks Spring		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	U.S. Forest Service
3.	<b>Priority Date</b>	December 31, 1880
4.	<b>Statement of Claimant No.(s).</b>	39-03-83949
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	Pre-1919; State law; CWR 3925; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	<b>Beneficial Use</b>	Municipal & Industrial
9.	<b>Quantity Flow Rate/Volume</b>	26.39 AFY
10.	<b>Places of Use</b>	City of Flagstaff Service Area
11.	<b>Points of Diversion</b>	SE SE 29 T23N, R7E
12.	<b>Source of Water</b>	Surface Water
13.	<b>Comments</b>	1880 – The year in which the City of Flagstaff’s predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed  1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply



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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Flagstaff Spring Canyon San Francisco Peaks Spring		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	U.S. Forest Service
3.	<b>Priority Date</b>	December 31, 1880
4.	<b>Statement of Claimant No.(s).</b>	39-03-83949
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	Pre-1919; State law; CWR 3926; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	<b>Beneficial Use</b>	Municipal & Industrial
9.	<b>Quantity Flow Rate/Volume</b>	159.58 AFY
10.	<b>Places of Use</b>	City of Flagstaff Service Area
11.	<b>Points of Diversion</b>	NE NE 32 T23N, R7E
12.	<b>Source of Water</b>	Surface Water
13.	<b>Comments</b>	1880 – The year in which the City of Flagstaff’s predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed  1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Snowslide Canyon Diversion No. 1 San Francisco Peaks Spring		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	U.S. Forest Service
3.	<b>Priority Date</b>	December 31, 1880
4.	<b>Statement of Claimant No.(s).</b>	39-03-83949
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	Pre-1919; State law; CWR 3927; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	<b>Beneficial Use</b>	Municipal & Industrial
9.	<b>Quantity Flow Rate/Volume</b>	12.28 AFY
10.	<b>Places of Use</b>	City of Flagstaff Service Area
11.	<b>Points of Diversion</b>	SE NE 32 T23N, R7E
12.	<b>Source of Water</b>	Surface Water
13.	<b>Comments</b>	1880 – The year in which the City of Flagstaff's predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed  1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Doyle Canyon Diversion No. 3 San Francisco Peaks Spring		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	U.S. Forest Service
3.	<b>Priority Date</b>	December 31, 1880
4.	<b>Statement of Claimant No.(s).</b>	39-03-83949
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	Pre-1919; State law; CWR 3928; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	<b>Beneficial Use</b>	Municipal & Industrial
9.	<b>Quantity Flow Rate/Volume</b>	92.07 AFY
10.	<b>Places of Use</b>	City of Flagstaff Service Area
11.	<b>Points of Diversion</b>	SW SE 33 T23N, R7E
12.	<b>Source of Water</b>	Surface Water
13.	<b>Comments</b>	1880 – The year in which the City of Flagstaff's predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed  1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply

ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Snowslide Canyon Diversion No. 2 San Francisco Peaks Spring		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	U.S. Forest Service
3.	<b>Priority Date</b>	December 31, 1880
4.	<b>Statement of Claimant No.(s).</b>	39-03-83949
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	Pre-1919; State law; CWR 3929; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	<b>Beneficial Use</b>	Municipal & Industrial
9.	<b>Quantity Flow Rate/Volume</b>	61.38 AFY
10.	<b>Places of Use</b>	City of Flagstaff Service Area
11.	<b>Points of Diversion</b>	NE SE 32 T23N, R7E
12.	<b>Source of Water</b>	Surface Water
13.	<b>Comments</b>	<p>1880 – The year in which the City of Flagstaff’s predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed</p> <p>1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply</p>

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

San Francisco Mountain Area		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	U.S. Forest Service
3.	<b>Priority Date</b>	December 31, 1880
4.	<b>Statement of Claimant No.(s).</b>	39-03-83949
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	Pre-1919; State law; CWR 1983; Water Rights Registration Act Registry No. 36-105002; U.S. Forest Service Special Use Permit October 19, 2004
8.	<b>Beneficial Use</b>	Municipal & Industrial
9.	<b>Quantity Flow Rate/Volume</b>	1,461.4 AFY
10.	<b>Places of Use</b>	City of Flagstaff Service Area
11.	<b>Points of Diversion</b>	San Francisco Mountain Area includes Hoffman Canyon, Jack Canyon, Snowslide Canyon, Flagstaff Canyon, Little Bear Paw Canyon, Raspberry Canyon, Doyle Canyon, Arnold Canyon, Schultz Fork No. 1 Canyon, Mexican Mine Canyon, Big O'Brien Canyon, Little O'Brien Canyon, South Spruce Canyon, Freidlein Canyon, Freidlein Tank Canyon, Little Friedlein Canyon, Double Freidlein Canyon, East Freidlein Canyon, Powers Draw, Weatherford Canyon, East Weatherford Canyon, South Fork Sheep Dip Canyon, Sheep Dip Canyon, Barrel Canyon, Bear Canyon, Orion Springs, Bear Jaw Canyon, Ree's Canyon, Aubineau Canyon, Schultz Canyon, Brookbank Canyon, O'Hara Spring, Spencer Canyon, Beard Canyon, Dunnam Canyon and Flagstaff Spring Canyon
12.	<b>Source of Water</b>	Surface Water

## ABSTRACT FOR THE CITY OF FLAGSTAFF STIPULATION / NAIWRS Surface Water

<b>13.</b>	<b>Comments</b>	<p>1880 – The year in which the City of Flagstaff’s predecessors-in-interest began developing the San Francisco Peaks watershed as a source of supply, including the appropriation of water sources in the Inner Basin watershed</p> <p>1895 – The year in which the City of Flagstaff furthered plans for a San Francisco Peaks pipeline to provide a municipal water supply</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Diversion Name</u></th> <th style="text-align: left;"><u>Legal Location (G&amp;SRB&amp;M)</u></th> </tr> </thead> <tbody> <tr><td>Hoffman Canyon</td><td>NESW Sec. 27, T23N, R7E</td></tr> <tr><td>Jack Smith Canyon #1</td><td>NESW Sec. 27, T23N, R7E</td></tr> <tr><td>Jack Smith Canyon #2</td><td>NWSW Sec. 27, T23N, R7E</td></tr> <tr><td>Jack Smith Canyon #3</td><td>SESE Sec. 29, T23N, R7E</td></tr> <tr><td>Little Bear Paw Canyon</td><td>SESW Sec. 28, T23N, R7E</td></tr> <tr><td>Beard Canyon</td><td>SESW Sec. 28, T23N, R7E</td></tr> <tr><td>Flagstaff Canyon #1 &amp; 2</td><td>SESE Sec. 29, T23N, R7E</td></tr> <tr><td>Dunnam Canyon #1</td><td>SESE Sec. 29, T23N, R7E</td></tr> <tr><td>Raspberry Canyon #1</td><td>SWSW Sec. 27, T23N, R7E</td></tr> <tr><td>Raspberry Canyon #2,3 &amp; 4</td><td>SESE Sec. 28, T23N, R7E</td></tr> <tr><td>Doyle Canyon #1 &amp; 2</td><td>NESW Sec. , T23N, R7E</td></tr> <tr><td>Arnold Canyon</td><td>NENW Sec. 28, T22N, R7E</td></tr> <tr><td>Schultz Fork #1</td><td>SESW Sec. 21, T22N, R7E</td></tr> <tr><td>Mexican Mine Canyon</td><td>SESW Sec. 21, T22N, R7E</td></tr> <tr><td>Big O'Brien Canyon</td><td>NWSW Sec. 22, T22N, R7E</td></tr> <tr><td>Little O'Brien Canyon</td><td>NWSW Sec. 22, T22N, R7E</td></tr> <tr><td>South Spruce Canyon</td><td>NENW Sec. 22, T22N, R7E</td></tr> <tr><td>Freidlein Canyon</td><td>SWSE Sec. 7, T22N, R7E</td></tr> <tr><td>Freidlein Tank Canyon</td><td>NWNE Sec. 18, T22N, R7E</td></tr> </tbody> </table>	<u>Diversion Name</u>	<u>Legal Location (G&amp;SRB&amp;M)</u>	Hoffman Canyon	NESW Sec. 27, T23N, R7E	Jack Smith Canyon #1	NESW Sec. 27, T23N, R7E	Jack Smith Canyon #2	NWSW Sec. 27, T23N, R7E	Jack Smith Canyon #3	SESE Sec. 29, T23N, R7E	Little Bear Paw Canyon	SESW Sec. 28, T23N, R7E	Beard Canyon	SESW Sec. 28, T23N, R7E	Flagstaff Canyon #1 & 2	SESE Sec. 29, T23N, R7E	Dunnam Canyon #1	SESE Sec. 29, T23N, R7E	Raspberry Canyon #1	SWSW Sec. 27, T23N, R7E	Raspberry Canyon #2,3 & 4	SESE Sec. 28, T23N, R7E	Doyle Canyon #1 & 2	NESW Sec. , T23N, R7E	Arnold Canyon	NENW Sec. 28, T22N, R7E	Schultz Fork #1	SESW Sec. 21, T22N, R7E	Mexican Mine Canyon	SESW Sec. 21, T22N, R7E	Big O'Brien Canyon	NWSW Sec. 22, T22N, R7E	Little O'Brien Canyon	NWSW Sec. 22, T22N, R7E	South Spruce Canyon	NENW Sec. 22, T22N, R7E	Freidlein Canyon	SWSE Sec. 7, T22N, R7E	Freidlein Tank Canyon	NWNE Sec. 18, T22N, R7E
<u>Diversion Name</u>	<u>Legal Location (G&amp;SRB&amp;M)</u>																																									
Hoffman Canyon	NESW Sec. 27, T23N, R7E																																									
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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

	Little Freidlein Canyon	NENE Sec. 18, T22N, R7E
	Double Freidlein Canyon	NENE Sec. 18, T22N, R7E
	East Freidlein Canyon	SWNW Sec. 17, T22N, R7E
	Powers Draw	SWNW Sec. 14, T22N, R7E
	Weatherford Canyon	NWNW Sec. 14, T22N, R7E
	East Weatherford Canyon	NWNW Sec. 14, T22N, R7E
	South Fork Sheep Dip Canyon	SENW Sec. 2, T22N, R7E
	Sheep Dip Canyon	NENW Sec. 2, T22N, R7E
	Barrel Canyon	NWSE Sec. 35, T23N, R7E
	Bear Canyon	SESW Sec. 26, T23N, R7E
	Orion Springs	SWNE Sec. 15, T22N, R7E
	Bear Paw Canyon	NENW Sec. 21, T23N, R7E
	Ree's Canyon	SWNW Sec. 21, T23N, R7E
	Aubineau Canyon #1,2 & 3	NWNE Sec. 29, T23N, R7E
	Aubineau Canyon #4	SWNE Sec. 29, T23N, R7E
	Aubineau Canyon #5	SWSE Sec. 20, T23N, R7E
	Schultz Canyon #1	NESW Sec. 33, T22N, R7E
	Schultz Canyon #2	NWNE Sec. 28, T22N, R7E
	Schultz Canyon #3	NENW Sec. 22, T22N, R7E
	Schultz Canyon #4	SWSE Sec. 15, T22N, R7E
	Brookbank Canyon	NWNE Sec. 22, T22N, R7E
	O'Hara Spring	SWNE Sec. 15, T22N, R7E
	Spencer Canyon	NESW Sec. 20, T23N, R7E
	Little Bear Paw Canyon	SESW Sec. 28, T23N, R7E

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Pezzonico		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	August 31, 1954
4.	<b>Statement of Claimant No.(s).</b>	39-03-80002
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1977 Stockpond Reg. Act Claim No. 22612
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	1 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	NE SW NE 01 T20N R12E
12.	<b>Source of Water</b>	Surface Water - Atchison Wash
13.	<b>Comments</b>	Stockpond 100-foot maximum length, Filed 11-23-1981



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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Frye		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	August 31, 1954
4.	<b>Statement of Claimant No.(s).</b>	39-03-80003
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1977 Stockpond Registration Act Claim No. 22611
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	1.25 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	NE NW 01 T20N R12.5E
12.	<b>Source of Water</b>	Surface Water - Atchison Wash
13.	<b>Comments</b>	Stockpond; 5-foot-high dam; 125 foot maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Armijo Dam		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	December 31, 1910
4.	<b>Statement of Claimant No.(s).</b>	39-03-80004
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1974 Water Rights Registration Act Registry No. 36-22624
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	4 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	SW NE SE 01 T20N R12.5E
12.	<b>Source of Water</b>	Surface Water - Topeka Wash
13.	<b>Comments</b>	Stockpond; 10-foot-high dam; 225 ft maximum length; Book 2 Page 489 County Records; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Double Tanks		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	Prior to December 31, 1954
4.	<b>Statement of Claimant No.(s).</b>	39-03-80006
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1977 Stockponds Reg. Act Claim No. 22613
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	10 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	SE NE 15 T20N R13E
12.	<b>Source of Water</b>	Surface Water - Cow Canyon Wash
13.	<b>Comments</b>	Stockpond; Double Tanks Stockpond (two tanks together 10 ft each); 12-foot-high; maximum length 300 feet; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Melbourne Tank		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	October 31, 1910
4.	<b>Statement of Claimant No.(s).</b>	39-03-80007
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1974 Water Rights Registration Act Registry No. 36-22623
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	4 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	NE SE T17 20N R13E
12.	<b>Source of Water</b>	Surface Water - Melbourne Wash
13.	<b>Comments</b>	Stockpond; 10 ft. high; 200 ft. maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

King Folly		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	Arizona State Land Department
3.	<b>Priority Date</b>	August 31, 1954
4.	<b>Statement of Claimant No.(s).</b>	39-03-80008
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1977 Stockpond Reg. Act Claim No. 22610
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	1 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	NE NE 18, 20N, 13E
12.	<b>Source of Water</b>	Surface Water - Lower Sunshine Wash
13.	<b>Comments</b>	Stockpond; height 4 ft; 100 ft maximum length: Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Sunshine Dam		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	Arizona State Land Department
3.	<b>Priority Date</b>	February 28, 1912
4.	<b>Statement of Claimant No.(s).</b>	39-03-80009
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1977 Stockpond Reg. Act Claim No. 22625
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	10 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	NE NW 18 T20N, R13E
12.	<b>Source of Water</b>	Surface Water – Sunshine Wash
13.	<b>Comments</b>	Stockpond; 16 ft high; 55 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
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 Surface Water

SOS Tank		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	August 31, 1954
4.	<b>Statement of Claimant No.(s).</b>	39-03-80010
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1977 Stockpond Reg. Act Claim No. 22609
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	0.75 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	NE SW 19 T20N R13E
12.	<b>Source of Water</b>	Surface Water - Lower Sunshine Wash
13.	<b>Comments</b>	Stockpond; SOS Tank; height 3 ft; 75 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Opchurch/Homestead Tank		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	Pre-1919
4.	<b>Statement of Claimant No.(s).</b>	39-03-80011
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1977 Stockpond Reg. Act Claim No. 36-22622
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	12 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	SE SE 21 T20N R13E
12.	<b>Source of Water</b>	Surface Water - Beacon Wash
13.	<b>Comments</b>	Stockpond; 16 ft height 450 ft maximum length; Filed 11-23-1981



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ABSTRACT FOR THE CITY OF FLAGSTAFF  
STIPULATION / NAIWRS  
Surface Water

Ambrosia Dam		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	December 31, 1910
4.	<b>Statement of Claimant No.(s).</b>	39-03-80012
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1977 Stockpond Reg. Act Claim No. 22619
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	40 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	SE NE 23 T20N R13E
12.	<b>Source of Water</b>	Surface Water - Dennison Wash
13.	<b>Comments</b>	Stockpond; 4 ft high; 600 ft maximum length; Book 2 Page 487-88 Coconino County; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
STIPULATION / NAIWRS  
Surface Water

Sixty Six		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	December 31, 1937
4.	<b>Statement of Claimant No.(s).</b>	39-03-80013
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1977 Stockpond Reg. Act Claim No. 22618
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	1 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	SE SE 28 T20N R13E
12.	<b>Source of Water</b>	Surface Water - Beacon Wash
13.	<b>Comments</b>	Stockpond; 8 ft high' 100 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Denny Tank		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	December 31, 1960
4.	<b>Statement of Claimant No.(s).</b>	39-03-80014
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1977 Stockpond Reg. Act Claim No. 22616
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	0.5 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	SW NE 34 T20N R13E
12.	<b>Source of Water</b>	Surface Water - Beacon Wash
13.	<b>Comments</b>	Stockpond; Beacon Wash; 2 ft high; 50 ft maximum length; Filed 11-23-1981

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 Surface Water

Tamarack Tank		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	December 31, 1960
4.	<b>Statement of Claimant No.(s).</b>	39-03-80015
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1977 Stockpond Reg. Act Claim No. 22617
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	0.5 AF
10.	<b>Places of Use</b>	City of Flagstaff
11.	<b>Points of Diversion</b>	SW NW 36 T20N R13E
12.	<b>Source of Water</b>	Surface Water - Dennison Wash
13.	<b>Comments</b>	Stockpond; 2 ft high; 75 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Corner Tank		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	Prior to December 31, 1954
4.	<b>Statement of Claimant No.(s).</b>	39-03-80016
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1977 Stockpond Reg. Act Claim No. 22605
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	4 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	NE NE 4 T20N R14E
12.	<b>Source of Water</b>	Surface Water - Tucker Mesa Wash
13.	<b>Comments</b>	Stockpond; 12 feet high; 150 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
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Surface Water

Red Gap Tank		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	Pre-1919
4.	<b>Statement of Claimant No.(s).</b>	39-03-80017
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1974 Water Rights Registration Act Registry No. 36-22621
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	1 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	NE SW 07 T20N R14E
12.	<b>Source of Water</b>	Surface Water – unnamed draw
13.	<b>Comments</b>	Stockpond; 4 ft height; 100 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
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 Surface Water

Duce Tank		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	Prior to December 31, 1954
4.	<b>Statement of Claimant No.(s).</b>	39-03-80019
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1977 Stockpond Reg. Act Claim No. 22608
8.	<b>Beneficial Use</b>	Stockwater
10.	<b>Quantity Flow Rate/Volume</b>	4 AF
11.	<b>Places of Use</b>	Point of Delivery
12.	<b>Points of Diversion</b>	NE NE 19 T20N R14E
13.	<b>Source of Water</b>	Surface Water - Limestone Wash
14.	<b>Comments</b>	Stockpond; 10 ft high; 200 ft maximum length

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
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 Surface Water

Tom's Well Tank		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	Pre-1919
4.	<b>Statement of Claimant No.(s).</b>	39-03-80020
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1974 Water Rights Registration Act Registry No. 36-22620
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	2 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	SE SW 29 T20N R14E
12.	<b>Source of Water</b>	Surface Water - Tom's Canyon Wash
13.	<b>Comments</b>	Stockpond; 4 ft high; 150 ft maximum length; Filed 11-23-1981



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 Surface Water

Limestone Wash		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	December 31, 1960
4.	<b>Statement of Claimant No.(s).</b>	39-03-80022
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1977 Stockpond Reg. Act Claim No. 22607
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	12 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	SE SW 31 T20N R14E
12.	<b>Source of Water</b>	Surface Water - Limestone Wash
13.	<b>Comments</b>	Stockpond; 6 feet high; 175 feet maximum length; Filed 11-23-1981

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 STIPULATION / NAIWRS  
 Surface Water

High Drye		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	December 31, 1960
4.	<b>Statement of Claimant No.(s).</b>	39-03-80023
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1977 Stockpond Reg. Act Claim No. 22606
8.	<b>Beneficial Use</b>	Stock
10.	<b>Quantity Flow Rate/Volume</b>	6 AF
11.	<b>Places of Use</b>	Point of Delivery
12.	<b>Points of Diversion</b>	SW SW 33 T20N R14E
13.	<b>Source of Water</b>	Surface Water - Tom's Canyon Wash
14.	<b>Comments</b>	Stockpond; 4 ft high; 150 ft maximum length; Filed 11-23-1981

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
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 Surface Water

Cheshire Estates – Rio de Flag		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	October 31, 1952
4.	<b>Statement of Claimant No.(s).</b>	CWR 2789
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	CWR 2789
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	6.55 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	NE SE NE 5 T21N R7E
12.	<b>Source of Water</b>	Surface Water – Rio de Flag
13.	<b>Comments</b>	Stockwater; Height 15 ft; 130 ft length on top; length on bottom 50 ft; Permit No R-775 Application No. R-1181; 6.55 AF storage

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
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 Surface Water

Tank No. 7		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	December 27, 1882
4.	<b>Statement of Claimant No.(s).</b>	39-86721
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1974 Water Rights Registration Act - Registry No. 36-21799
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	0.50 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	SW SW 8 T21N R7E
12.	<b>Source of Water</b>	Surface Water-unnamed draw
13.	<b>Comments</b>	Stockpond; Construction-September 1983; Height 5 ft; Maximum length 123 ft; Maximum width 66 ft

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
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Surface Water

Lang Tank		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	Prior to December 31, 1884
4.	<b>Statement of Claimant No.(s).</b>	39-86725
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1974 Water Rights Registration Act – Registry No. 36-21799
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	3.7 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	NW SE 12 T21N R6E
12.	<b>Source of Water</b>	Surface Water – Lang Wash
13.	<b>Comments</b>	Stockpond; Construction-December 1951; Maximum height 11.3 ft; Maximum length 240 ft; Maximum width 180 ft

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Lower Lang Tank		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	Prior to December 31, 1884
4.	<b>Statement of Claimant No.(s).</b>	39-86726
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1974 Water Rights Registration Act-Registry Nos. 36-21799; 38-21798
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	1.10 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	SE SW 12 T21N R6E
12.	<b>Source of Water</b>	Surface Water – Lang Wash
13.	<b>Comments</b>	Stockpond; Construction-1951; Maximum height 7.5 ft; Maximum length 126 ft; Maximum width 104 feet

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
STIPULATION / NAIWRS  
Surface Water

Tank No. 2		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	December 27, 1882
4.	<b>Statement of Claimant No.(s).</b>	39-86727
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1974 Water Rights Registry Act Registry No. 36-21799; CWR 33-89549
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	0.32 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	SE SE 12 T21N R6E
12.	<b>Source of Water</b>	Surface Water - Lang Draw
13.	<b>Comments</b>	Stockpond; Construction-September 1983; Maximum height 3.6 ft; Maximum length 84 ft; Maximum width 69 ft

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ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Dollar Mark Tank		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	Prior to December 31, 1884
4.	<b>Statement of Claimant No.(s).</b>	39-86732
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1974 Water Rights Registration Act Registry No. 36-21799
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	0.05 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	NW NE 6 T21N R7E
12.	<b>Source of Water</b>	Surface Water – unnamed draw to Rio de Flag
13.	<b>Comments</b>	Stockpond; Construction June 1952; Maximum height 5 ft; Maximum length 198 ft; Maximum width 114 ft



CONFIDENTIAL RULE 408  
 SETTLEMENT DRAFT  
 Submitted for settlement purposes only.

ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Lowell Tank		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	Prior to December 31, 1884
4.	<b>Statement of Claimant No.(s).</b>	39-86733
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1974 Water Rights Registration Act Registry No. 36-21799
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	0.20 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	NW SE NE 18 T21N R7E
12.	<b>Source of Water</b>	Surface Water-unnamed draw to Lowell Wash
13.	<b>Comments</b>	Stockpond; Construction December 1951; Maximum height 4.3 ft; Maximum length 132 ft; Maximum width 75 ft

CONFIDENTIAL RULE 408  
 SETTLEMENT DRAFT  
 Submitted for settlement purposes only.

ABSTRACT FOR THE CITY OF FLAGSTAFF  
 STIPULATION / NAIWRS  
 Surface Water

Tunnel Spring Tank		
1.	<b>Owner</b>	City of Flagstaff
2.	<b>Landowner</b>	City of Flagstaff
3.	<b>Priority Date</b>	Prior to December 31, 1884
4.	<b>Statement of Claimant No.(s).</b>	39-86735
5.	<b>Statement of Claimant Names</b>	City of Flagstaff
6.	<b>Lessee or Permittee</b>	n/a
7.	<b>Basis of Right</b>	1974 Water Rights Registration Act Registry No. 36-21799
8.	<b>Beneficial Use</b>	Stock
9.	<b>Quantity Flow Rate/Volume</b>	0.50 AF
10.	<b>Places of Use</b>	Point of Delivery
11.	<b>Points of Diversion</b>	SE SE SE 18 T21N R7E
12.	<b>Source of Water</b>	Surface Water-unnamed draw to Sante Fe Wash
13.	<b>Comments</b>	Stockpond; Construction 1951; Maximum height 6.5 ft; Maximum length 165 ft; Maximum width 57 ft

**EXHIBIT 8.2.1.1E**

**ATTACHED**

EXHIBIT 8.2.1.1E  
Grover's Hill Irrigation District Abstract

**ABSTRACT OF IRRIGATION STORAGE RESERVOIR**  
**Little Colorado River Adjudication**

<b>GROVER'S HILL IRRIGATION DISTRICT</b>		
<b>1.</b>	<b>Name of Reservoirs (Facility)</b>	Lyman Lake (aka Lyman Reservoir) System <sup>A</sup>
<b>2.</b>	<b>Owner of Reservoir.</b>	Grover's Hill Irrigation District
<b>3.</b>	<b>Landowner.</b>	Grover's Hill Irrigation District
<b>4.</b>	<b>Statement of Claimant No.(s).</b>	39-89196 39-95385
<b>5.</b>	<b>Statement of Claimant Name(s).</b>	Grover's Hill Irrigation District
<b>6.</b>	<b>Lessee or Permittee.</b>	n/a
<b>7.</b>	<b>Basis of Right.</b>	Norviel Decree
<b>8.</b>	<b>Beneficial Use.</b>	Irrigation Rec/Fish/Wildlife
<b>9.</b>	<b>Priority Date.</b>	Multiple per the Norviel Decree (1894 -1908) <sup>B</sup>
<b>10.</b>	<b>Quantity.</b>	Storage Capacity of Lyman Lake: 32,694 acre-feet <sup>C D</sup> Maximum diversion rate = 74.0 CFS Irrigation: 15,000 AFA (approximately 2,100 acres) <sup>E</sup> Irrigation Season: March 1 to October 31
<b>11.</b>	<b>Places of Use.</b>	Location of Lyman Lake Storage Reservoir: Section 9, Township 11 North, Range 28 East, Gila & Salt River Base and Meridian, Apache County, Arizona  <i>See Item 12 for the locations of the upstream reservoirs that serve as points of diversion and storage facilities in the Lyman Lake System.</i>  Approximately 2,100 irrigated acres, all in the Gila & Salt River Base and Meridian, Apache County, Arizona: <ul style="list-style-type: none"> <li>• Section 5, Township 11 North, Range 28 East</li> <li>• Section 3, Township 12 North, Range 27 East</li> <li>• Sections 1, 5, 7, 8, 9, 17, 18, 19, 29 and 30, Township 12 North, Range 28 East</li> <li>• Sections 1, 3, 4, 9, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 33, 34 and 35, Township 13 North, Range 27 East</li> </ul>

<b>GROVER'S HILL IRRIGATION DISTRICT</b>		
		<ul style="list-style-type: none"> <li>• Sections 5, 6, 7, 8, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32 and 33, Township 13 North, Range 28 East</li> <li>• Sections 26, 27, 33 and 35, Township 14 North, Range 27 East</li> </ul>
<b>12.</b>	<b>Points of Diversion.</b>	<p>Lyman Dam: Section 9, Township 11 North, Range 28 East</p> <p>Colter Reservoir: Section 3, Township 6 North, Range 27 East</p> <p>Mexican Hay Lake: Sections 1 and 2, Township 8 North, Range 28 East</p> <p>Pool Corral Reservoir: Sections 29 and 30, Township 7 North, Range 28 East</p> <p>Hog Wallow Reservoir: Sections 19 and 30, Township 7 North, Range 28 East</p>
<b>13.</b>	<b>Source of Water.</b>	Little Colorado River

<sup>A</sup> The Lyman Lake System includes Lyman Lake (aka Lyman Reservoir) and a number of upstream reservoirs, all as described in the Norviel Decree. The Norviel Decree refers to the Final Decree dated April 29, 1918, issued and enforced by the Apache County Superior Court in Case No. CV 569 styled *St. Johns Irrigation Company, et al. v. Round Valley Water Storage & Ditch Company, Eagar Irrigation Company, et al.*, as modified and amended. Grover's Hill Irrigation District holds the following Norviel Decree rights:

- 1921 L1.01 – Lyman Lake and irrigated acreage.
- 1923 R24.02 – Colter Reservoir (aka River No. 1) (724.20 AF storage capacity).
- 1923 R25.02 – Mexican Hay Lake (aka Hay Lake 2) (821.35 AF storage capacity).
- 1923 R26.02 – Pool Corral Reservoir (992.97 AF storage capacity).
- 1923 R27.02 – Hog Wallow Reservoir (1,000.00 AF storage capacity).

The four small reservoirs (R24-R27) store and then release water into Lyman Lake, and for purposes of this abstract, are considered to be points of diversion for Lyman Lake. Water stored and released from Lyman Lake is primarily used for irrigation by the Grover's Hill Irrigation District landowner members.

<sup>B</sup> The storage rights of Lyman Reservoir incorporate the Fifth Right under the Norviel Decree for First Salado Reservoir (1894, 1,300 AF) and the Seventh Right under the Norviel Decree for Big Salado Reservoir (1898, 17,260 AF) conveyed by St. Johns Irrigation and Ditch Company to Lyman Water Company on September 3, 1918. The storage rights of Lyman Reservoir also include a waiver for 9,532 AF with a priority date of October 25, 1897 from the Udall Reservoir Company. The 1894 storage appropriation of 900 AF was quit-claimed from the Meadows Reservoir Irrigation Company to the Udall Reservoir Company prior to the waiver given to Lyman Water Company as described above. Additionally, Colter Reservoir, Mexican Hay Lake, Pool Corral Reservoir and Hog Wallow Reservoir are each recognized in the Norviel Decree to have 1908 priority dates.

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<sup>c</sup> 4,500 acre-feet is dead storage. 28,464 acre-feet is active capacity (Norviel Decree).

<sup>d</sup> Lyman Lake has the right to seasonal fill, subject to the provisions of the Order of the Apache County Superior Court issued August 18, 2006, in the Norviel Decree, approving the Water Rights Entitlement and Perpetual Delivery Agreement entered into between Lyman Water Company (predecessor to Grover's Hill Irrigation District), the Zuni Tribe, and the United States of America in its capacity as trustee for the Zuni Indian Tribe. About a decade later, on or about July 25, 2016, Grover's Hill Irrigation District and the Salt River Project Agricultural Improvement and Power District ("SRP") entered into a Water Right, Annual Entitlement and Delivery Agreement, pursuant to which the Apache County Superior Court approved the severance and transfer of 30% of Lyman Reservoir water to SRP. SRP changed the irrigation use to fish and wildlife in the Salado Springs area. As a result, the District's original claim of 2,500 irrigated acres is now approximately 2,100 irrigated acres.

<sup>e</sup> The 15,000 AFA claim represents the combined maximum irrigation use from Claimant's wells and reservoir system. The irrigation wells include:

- 55-553974 – Non-exempt irrigation well  
Pump capacity = 1,800 GPM; Depth = 700 feet  
SW ¼ NW ¼ NW ¼ of Section 29,  
Township 13 North, Range 28 East, Apache County
- 55-218823 – Non-exempt irrigation well  
Pump capacity = 1,000 GPM; Depth = 650 feet  
SW ¼ NE ¼ SW ¼ of Section 7,  
Township 12 North, Range 28 East, Apache County
- 55-810473 - Non-exempt irrigation well  
Pump capacity = 1,000 GPM; Depth = 324.20 feet  
SW ¼ SW ¼ NE ¼ of Section 9,  
Township 11 North, Range 28 East, Apache County

**EXHIBIT 8.2.1.1F**

**ATTACHED**



**Exhibit 8.2.1.1F**  
**ABSTRACT OF STORAGE RESERVOIR**  
**Little Colorado River Adjudication**

<b>1. Name of Reservoir (Facility):</b>	C.C. Cragin Dam and Reservoir <sup>A</sup>
<b>2. Owner of Reservoir:</b>	United States of America <sup>B</sup>
<b>3. Landowner:</b>	United States of America <sup>C</sup>
<b>4. Statement of Claimant No.(s):</b>	39-84543
<b>5. Statement of Claimant Name(s):</b>	Salt River Project
<b>6. Lessee or Permittee:</b>	N/A
<b>7. Basis of Right:</b>	CWR 3696.002 <sup>D</sup>
<b>8. Beneficial Use:</b>	Municipal, Irrigation, Stockwater, Recreation/Fish/Wildlife, Power and Mining Purposes
<b>9. Priority Date:</b>	April 11, 1957
<b>10. Quantity:</b>	Storage Capacity: 15,000 acre-feet <sup>E</sup> Historical use includes operation for continuous fill Maximum Diversion: 11,000 acre-feet average per annum Maximum Diversion Rate: 33 cfs
<b>11. Places of Use:</b>	Coconino, Gila and Yavapai Counties, and in Maricopa County on lands that have decreed or contractual rights within the Salt River Reservoir District (SRRD), see attached SRRD map.
<b>12. Point of Diversion:<sup>F</sup></b>	C.C. Cragin Dam is located within the NE ¼ SE ¼ Section 33, Township 14N, Range 11E, Gila & Salt River Base and Meridian, Coconino County, Arizona. Water is diverted from C.C. Cragin Reservoir <sup>G</sup> through a tunnel beginning within the NW ¼ SW ¼ Section 33, Township 14N, Range 11E and extending to a pump station within the NE ¼ NW ¼ Section 5, Township 13N, Range 11E.
<b>13. Source of Water:</b>	East Clear Creek

<sup>A</sup> C.C. Cragin Dam and Reservoir were formerly known as Blue Ridge Dam and Reservoir. The dam, spillway, reservoir pool, pipelines, buildings hydroelectric generating facilities, priming tanks, transmission lines, communication lines, pumps, machinery, structures, and other improvements are collectively called the Cragin Project.

<sup>B</sup> The Cragin Project land and facilities are owned by the United States of America and the Salt River Project is responsible for the care, operation, and maintenance of the project pursuant to an agreement between the United States of America and the Salt River Valley Water Users' Association dated September 6, 1917.

<sup>C</sup> Title to lands under the Cragin Project are held by the United States of America. Lands for the Cragin Project were withdrawn from public entry pursuant to P.L. 112-45 (November 7, 2011).

<sup>D</sup> Original Certificate of Water Right (CWR) 3696 was issued to Phelps Dodge Corporation. The CWR has been subsequently severed and transferred with revised certificates issued as follows:

1. Salt River Project: CWR 3696.0002 (Application Nos. A-3906.0003, R-1457.0003).
2. Town of Payson: CWR 3696.0003 (Application No. A-3906.0004, R-1457.0004).

There is an approved application by Payson Water Company – Mesa del Caballo subdivision to partially sever and transfer water rights from Salt River Project to Payson Water Company for use within their water service area. A revised certificate has not yet been issued to that effect. The pending CWR and Application Nos. are as follows:

1. Payson Water Company: CWR 3696.0004 (Application No. A-3906.0005, R-1457.0005).
2. Salt River Project: CWR 3696.0005 (Application Nos. A-3906.0006 and R-1457.0006)

There are pending applications by Bonita Creek Water Company and Cowan Ranch Homeowners' Association to partially sever and transfer water rights from Salt River Project to each entity for use within their respective water service areas. These applications are currently being reviewed by ADWR.

<sup>E</sup> The amount of water diverted to the East Verde River for beneficial use is limited to an average of 11,000 acre-feet per year. Current allocations by CWR are as follows:

1. Salt River Project revised CWR 3696.0002: Right to use 11,000 acre-feet average per year less the amount delivered to the Town of Payson pursuant to revised CWR 3696.0003.
2. Town of Payson revised CWR 3696.0003: Right to use 3,000 acre-feet average per year, not to exceed 3,500 acre-feet per year within the Town's water service area.
3. Payson Water Company pending CWR 3696.0004 will provide a right to use an amount not to exceed 52 acre-feet per year for municipal uses within Mesa del Caballo's water service area.

<sup>F</sup> Description of Diversion Works: The water diversion and transmission system begins from an 8-foot x 8-foot intake structure at elevation 6,624 feet in the reservoir, which diverts water into a 4,427 foot long, 6-foot diameter tunnel bored into bedrock and leads to a vertical pump shaft below a booster station. A pumping plant is used to lift the water from the tunnel to a 2-million-gallon priming reservoir at elevation 7,265 feet via 5.3 miles of 33-inch diameter steel-reinforced concrete cylinder pipe. Four hydro-pneumatic surge vessels provide surge protection. The water drains from the priming reservoir via gravity, south over the Mogollon Rim, to the East Verde River at elevation 5,788 feet via 4.7 miles of 24-, 30-, and 33-inch steel reinforced concrete cylinder pipe. Water is initially diverted by C. C. Cragin Dam, the pumping plant and piped transmission system. Once the water enters the Verde River system, water is transmitted in the East Verde River to the Verde River and then to the Salt River where it is then diverted by gravity flow into the Arizona Canal and South Canal by means of the Granite Reef Diversion Dam located in the SW NE and the NW SE Section 13; T2N, R6E as shown in the map included with this attachment.

<sup>G</sup> Location of Water Storage: The waters of East Clear Creek are stored in C.C. Cragin Reservoir, which has an authorized storage volume of 15,000 acre-feet. The reservoir occupies portions of Sections 31-34, Township 14N, Range 11E; Section 36, Township 14N, Range 10E; and Sections 4-6 and 8, Township 13N, Range 11E. After Diversion from C.C. Cragin Reservoir into the Verde River Watershed, water is stored in reservoirs along the Verde River created by Horseshoe and Bartlett Dams. Horseshoe Dam is located in the N ½ Section 2, Township 7N, Range 6E with the storage reservoir occupying portions of Sections 3, 10, 15, 16, 21, 22, 26-28, and 33-35, Township 8N, Range 6E and Sections 1-4, Township 7N, Range 6E, Yavapai and Maricopa Counties. Bartlett Dam is located in the SE ¼ Section 33, Township 7N, Range 7E, Sections 3-5, 9-11, 13-15, 21-23, 26-28, 33, and 34, Township 6N, R7E, and Sections 3 and 4, Township 5N, Range 7E, Maricopa County.

**EXHIBIT 8.2.1.1G**

**ATTACHED**

EXHIBIT 8.2.1.1G  
City of Show Low Abstract

**ABSTRACT OF IRRIGATION STORAGE RESERVOIR**  
**Little Colorado River Adjudication**

<b>SHOW LOW LAKE</b>		
1.	<b>Name of Reservoir.</b>	Show Low Lake
2.	<b>Owner of Reservoir. <sup>A</sup></b>	City of Show Low, Arizona Show Low/Pinetop-Woodland Irrigation Company
3.	<b>Landowner. <sup>B</sup></b>	City of Show Low, Arizona
4.	<b>Statement of Claimant No.(s).</b>	39-[Pending]
5.	<b>Statement of Claimant Name(s).</b>	City of Show Low, Arizona Show Low/Pinetop-Woodland Irrigation Company
6.	<b>Lessee or Permittee.</b>	None.
7.	<b>Basis of Right. <sup>C</sup></b>	[Pending] - 33-096807 (Joint) [Pending] - 33-096808 (Irrigation Company) [Pending] - 33-096809 (City)
8.	<b>Beneficial Use. <sup>D</sup></b>	Storage Irrigation Stockwatering Municipal
9.	<b>Priority Date. <sup>E</sup></b>	Storage: June 29, 2005 Irrigation & Stockwatering: December 31, 1874 Municipal: June 29, 2005
10.	<b>Quantity. <sup>F</sup></b>	Storage Capacity: 6,176 acre-feet Continuous fill Maximum diversion rate = 20 CFS Irrigation: 2,860.00 AFA (650 acres) Irrigation Season: March 15 – November 1 Stockwatering: 13.44 AFA Municipal: 10,000 AFA
11.	<b>Places of Use.</b>	<u>Location of Storage Facility:</u> Sections 10 and 15, Township 9 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona  <u>Location of irrigated acreage (and affiliated stockwatering).</u> all in the Gila & Salt River Base and Meridian, Navajo County, Arizona and downstream of Show Low Lake:

<b>SHOW LOW LAKE</b>		
		<p>Sections 4, 5, 8 and 9, Township 9 North, Range 22 East</p> <p>Sections 7, 17, 18, 20, 21, 28, 29 and 33, Township 10 North, Range 22 East</p> <p>Sections 12 and 13, Township 10 North, Range 21 East</p> <p><i>Location of municipal uses</i> within or near the corporate boundaries of the City, all in the Gila &amp; Salt River Base and Meridian, Navajo County, Arizona (and expected to grow as population continues to increase):</p> <p>Sections 10, 11, 12, 13, 14, 15, 23, 24, 25, 26, Township 10 North, Range 21 East</p> <p>Sections 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 32, 33, 34, Township 10 North, Range 22 East</p> <p>Sections 3, 4, 5, 9 and 10, Township 9 North, Range 22 East</p>
<b>12.</b>	<b>Point of Diversion.</b>	NE ¼ NW ¼ Section 15, Township 9 North, Range 22 East, Salt River Base and Meridian, Navajo County, Arizona
<b>13.</b>	<b>Sources of Water.<sup>G</sup></b>	Show Low Creek

<sup>A</sup> Show Low Lake (which was originally called Jacques Reservoir) was constructed by Phelps Dodge Corporation. On June 29, 2005, Phelps Dodge Corporation abandoned Show Low Lake. That same day, the City of Show Low ("the City") and the Show Low/Pinetop-Woodland Irrigation Company (together with its predecessors that merged into it, "the Irrigation Company") jointly applied for the Show Low Lake storage right. As of the date of this abstract, the applications remain pending with the Arizona Department of Water Resources.

<sup>B</sup> The dam and land submerged by Show Low Lake is municipal property owned by the City. A small portion of the submerged land is owned by the United States Department of Agriculture, Forest Service, and subject to a special use permit granted by the federal government to the City. As to the places of use, the irrigation and stockwatering uses are on lands that are owned by the members of the Irrigation Company. The municipal uses are located within or near the municipal boundaries of the City.

<sup>C</sup> Before the Irrigation Company and the City applied for rights to Show Low Lake, the lake was owned and operated by Phelps Dodge Corporation. The lake did not exist until the early 1950s, when Phelps Dodge

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constructed what was then called Jacques Reservoir. Before the reservoir was constructed, the Irrigation Company diverted water directly from Show Low Creek for irrigation. The Irrigation Company operated irrigation storage reservoirs upstream which were used in part to regulate Show Low Creek flow through managed releases into the system.

Show Low Creek water was captured in Jacques Reservoir aka Show Low Lake, where Phelps Dodge stored and then released water through an exchange for mining operations outside of the watershed. All water rights to Show Low Creek and all of its tributaries were held by what was then known as Show Low Irrigation Company, which has since merged into the Irrigation Company. Phelps Dodge Corporation obtained the Show Low Irrigation Company's consent to construct the storage facility, as evidenced by a March 20, 1954, agreement ("the 1954 Agreement"). Per the 1954 Agreement, the Irrigation Company retained its prior appropriation to all waters of Show Low Creek and its tributaries. The 1954 Agreement addressed the continued inflows and outflows of water to satisfy the Irrigation Company's first rights and stipulated that if Phelps Dodge abandoned or terminated its storage at Show Low Lake, then the associated storage rights would be transferred to the Irrigation Company.

The Irrigation Company's prior appropriation rights were recognized in historic decrees and notices.

In *Huning v. Porter*, 6 Ariz. 171, 54 P. 584 (1898) ("the Huning Decree"), Henry Huning was awarded the first right to all waters of Show Low Creek and its tributaries, including but not limited to Porter Creek, Big Springs, Billy Creek, Pinetop Springs, Phipps Spring, Miller Draw, Porter Springs and Elk Springs Draw, Miller Creek (aka Walnut Creek), Pine Lake overflow, and all unnamed springs, seeps, washes and other drainages into Show Low Creek. The Show Low/Pinetop-Woodland Irrigation Company (the successor by merger and reorganization of the Show Low Irrigation Company, the Pinetop-Woodland Irrigation Company and the Woodland Irrigation Company) is the successor-in-interest to the Huning water rights. Various notices of appropriation and other historic filings supplemented the Huning Decree. The storage and irrigation system associated with the Huning Decree includes the following facilities, each of which operate as a component of the entire system:

- Show Low Lake – Jointly owned and operated by the Irrigation Company and the City (documentation pending with ADWR since 2005).
- Facilities formerly operated by Show Low Irrigation Company and currently owned and operated by Show Low/Pinetop-Woodland Irrigation Company:
  - Rainbow Lake
  - Lower Rainbow Lake
  - Scott Reservoir
- Facilities formerly operated by Pinetop-Woodland and Woodland Irrigation Companies and currently owned and operated by Show Low Pinetop-Woodland Irrigation Company:
  - Woodland Reservoir
  - Edlers Lake

The Huning Decree is a basis of right for the irrigation and stockwatering uses of water released from Show Low Lake and the entire irrigation system associated with Show Low Creek. Approximately 1100 acres of land are irrigated by the Irrigation Company pursuant to the Huning Decree.

<sup>D</sup> Incidental uses for recreation, wildlife and fish are essentially a non-consumptive use of the water stored in Show Low Lake and are not delineated in this abstract.

<sup>E</sup> The Huning Decree gives an 1874 priority but does not specify a month and date. December 31 was arbitrarily used to provide a month and date.

<sup>F</sup> The 10,000 AFA for municipal uses is based on the City's projected population data and equal to the claim by Phelps Dodge Corporation, the previous owner of the reservoir. With continuous fill, Show Low Lake is expected to develop up to 10,000 AFA.

The quantities and uses in this abstract are only for Show Low Lake and do not account for the storage and irrigation uses in the entire system. There are incidental fish/wildlife/recreation uses.

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<sup>6</sup> The source of water includes the entire system operated by the Irrigation System that is upstream of Show Low Lake. This includes Show Low Creek and all of its tributaries, including but not limited to Porter Creek, Big Springs, Billy Creek, Pinetop Springs, Phipps Spring, Miller Draw, Porter Springs and Elk Springs Draw, Miller Creek (aka Walnut Creek), Pine Lake overflow, and all unnamed springs, seeps, washes and other drainages into Show Low Creek. It also includes managed releases of stored irrigation water from Rainbow Lake, Lower Rainbow Lake, Scott Reservoir and Woodland Reservoir into the system.



**EXHIBIT 8.2.1.1H**

**ATTACHED**

## EXHIBIT 8.2.1.1H

Show Low/Pinetop-Woodland Irrigation Company Abstracts

- Rainbow Lake Facility
- Scott Reservoir
- Woodland Lake Facility

**ABSTRACT OF IRRIGATION STORAGE RESERVOIR**  
**Little Colorado River Adjudication**

<b>RAINBOW LAKE FACILITY</b>		
<b>1.</b>	<b>Name of Reservoir (Facility)</b>	Rainbow Lake Facility <sup>A</sup>
<b>2.</b>	<b>Owner of Reservoir.</b>	Show Low/Pinetop-Woodland Irrigation Company, on behalf of itself and its shareholder members
<b>3.</b>	<b>Landowner.</b>	Show Low/Pinetop-Woodland Irrigation Company, on behalf of itself and its shareholder members
<b>4.</b>	<b>Statement of Claimant No.(s).</b>	39-083787
<b>5.</b>	<b>Statement of Claimant Name(s).</b>	Show Low/Pinetop-Woodland Irrigation Company
<b>6.</b>	<b>Lessee or Permittee.</b>	None.
<b>7.</b>	<b>Basis of Right.</b> <sup>B</sup>	36-11031
<b>8.</b>	<b>Beneficial Use.</b> <sup>C</sup>	Storage Irrigation
<b>9.</b>	<b>Priority Date.</b> <sup>D</sup>	Storage: 4/10/1896 Irrigation: 12/31/1874
<b>10.</b>	<b>Quantity.</b> <sup>E</sup>	Storage Capacity: 1,120 acre-feet Lower Rainbow Capacity: 7 acre-feet Continuous Fill Maximum diversion rate = 25 CFS Irrigation: 4,571.16 AFA (1039 acres) Irrigation Season: March 15 – November 1
<b>11.</b>	<b>Places of Use.</b>	<u>Location of Storage Facility:</u> SW ¼ NE ¼ Section 33, Township 9 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona  <u>Location of Irrigated Acreage,</u> all in the Gila & Salt River Base and Meridian, Navajo County, Arizona:  <u>133.3 acres:</u> Sections 12 and 13, Township 10 North, Range 21 East  <u>905.7 acres:</u> Sections 7, 8, 17, 18, 20, 21, 28, 29 and 33, Township 10 North, Range 22 East

<b>RAINBOW LAKE FACILITY</b>		
<b>12.</b>	<b>Point of Diversion.</b>	NW ¼ Section 23 N ½ SE Section 26, both in Township 9 North, Range 22 East, Salt River Base and Meridian, Navajo County, Arizona
<b>13.</b>	<b>Sources of Water.</b>	Big Springs and Walnut Creek, Tributaries to Show Low Creek

<sup>A</sup> The primary reservoir is called Rainbow Lake. Outflow from Rainbow Lake is impounded into a small storage facility called Lower Rainbow Lake.

<sup>B</sup> The Rainbow Lake Facility is part of a larger irrigation and storage system serving the Show Low/Pinetop-Woodland Irrigation Company and the City of Show Low, Arizona. In *Huning v. Porter*, 6 Ariz. 171, 54 P. 584 (1898) (“the Huning Decree”), Henry Huning was awarded the first right to all waters of Show Low Creek and its tributaries, including but not limited to Porter Creek, Big Springs, Billy Creek, Pinetop Springs, Phipps Spring, Miller Draw, Porter Springs and Elk Springs Draw, Miller Creek (aka Walnut Creek), Pine Lake overflow, and all unnamed springs, seeps, washes and other drainages into Show Low Creek. The Show Low/Pinetop-Woodland Irrigation Company (the successor by merger and reorganization of the Show Low Irrigation Company, the Pinetop-Woodland Irrigation Company and the Woodland Irrigation Company) and the City of Show Low are the successors-in-interest to the Huning water rights. Various notices of appropriation and other historic filings supplemented the Huning Decree. The storage and irrigation system associated with the Huning Decree includes the following facilities, each of which operate as a component of the entire system:

- Show Low Lake – Jointly owned and operated by the Show Low/Pinetop-Woodland Irrigation Company and the City of Show Low (documentation pending with ADWR since 2005).
- Facilities formerly operated by Show Low Irrigation Company and currently owned and operated by Show Low/Pinetop-Woodland Irrigation Company:
  - Rainbow Lake
  - Lower Rainbow Lake
  - Scott Reservoir
- Facilities formerly operated by Pinetop-Woodland and Woodland Irrigation Companies and currently owned and operated by Show Low Pinetop-Woodland Irrigation Company:
  - Woodland Reservoir
  - Edlers Lake

<sup>C</sup> The storage rights for the Rainbow Lake Facility are part of the larger irrigation storage system described in Endnote B above. There are incidental fish/wildlife/recreation uses at the Rainbow Lake Facility.

<sup>D</sup> The Huning Decree that covers the entire system (*see* Endnote B above) does not specify a month and date. It only gives an 1874 priority. In 1874, the irrigation system was based on direct diversions. Dams and reservoirs were constructed over the years to make the system more efficient and reliable. The Rainbow Lake Facilities can be traced back to Henry Huning’s notice of appropriation dated April 10, 1896, recorded at Book 1, Page 23, Navajo County Records.

<sup>E</sup> The quantity stated is for the Rainbow Lake Facility irrigation and storage and does not account for the entire system. There are incidental fish/wildlife/recreation uses.

**ABSTRACT OF IRRIGATION STORAGE RESERVOIR**  
**Little Colorado River Adjudication**

<b>SCOTT RESERVOIR</b>		
1.	<b>Name of Reservoir (Facility)</b>	Scott Reservoir
2.	<b>Owner of Reservoir.</b>	Show Low/Pinetop-Woodland Irrigation Company, on behalf of itself and its shareholder members
3.	<b>Landowner.</b>	Show Low/Pinetop-Woodland Irrigation Company, on behalf of itself and its shareholder members
4.	<b>Statement of Claimant No.(s).</b>	39-083786
5.	<b>Statement of Claimant Name(s).</b>	Show Low/Pinetop-Woodland Irrigation Company
6.	<b>Lessee or Permittee.</b>	None.
7.	<b>Basis of Right. <sup>A</sup></b>	36-11030 36-85686 CWR 1657 (R-456 and A-2287)
8.	<b>Beneficial Use.</b>	Storage Irrigation
9.	<b>Priority Date. <sup>B</sup></b>	Storage: 12/5/1884 Irrigation: 12/31/1874
10.	<b>Quantity. <sup>C</sup></b>	Storage Capacity: 1,225 acre-feet Continuous fill Maximum diversion rate = 25 CFS Irrigation: 4,561.16 AFA (1039 acres) Irrigation Season: March 15 to November 1
11.	<b>Places of Use.</b>	<u>Location of Storage Reservoir:</u> W ½ SE Section 13, Township 9 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona  <u>Location of Irrigated Acreage</u> , all in the Gila & Salt River Base and Meridian, Navajo County, Arizona:  <u>133.3 acres:</u> Sections 12 and 13, Township 10 North, Range 21 East  <u>905.7 acres:</u> Sections 7, 8, 17, 18, 20, 21, 28, 29 and 33, Township 10 North, Range 22 East

SCOTT RESERVOIR		
12.	Point of Diversion.	W ½ SE Section 13, Township 9 North, Range 22 East, Salt River Base and Meridian, Navajo County, Arizona
13.	Source of Water.	Show Low Creek

<sup>A</sup> Scott Reservoir is part of a larger irrigation and storage system serving the Show Low/Pinetop-Woodland Irrigation Company and the City of Show Low, Arizona. In *Huning v. Porter*, 6 Ariz. 171, 54 P. 584 (1898) (“the Huning Decree”), Henry Huning was awarded the first right to all waters of Show Low Creek and its tributaries, including but not limited to Porter Creek, Big Springs, Billy Creek, Pinetop Springs, Phipps Spring, Miller Draw, Porter Springs and Elk Springs Draw, Miller Creek (aka Walnut Creek), Pine Lake overflow, and all unnamed springs, seeps, washes and other drainages into Show Low Creek. The Show Low/Pinetop-Woodland Irrigation Company (the successor by merger and reorganization of the Show Low Irrigation Company, the Pinetop-Woodland Irrigation Company and the Woodland Irrigation Company) and the City of Show Low are the successors-in-interest to the Huning water rights. Various notices of appropriation and other historic filings supplemented the Huning Decree. The storage and irrigation system associated with the Huning Decree includes the following facilities, each of which operate as a component of the entire system:

- Show Low Lake – Jointly owned and operated by the Show Low/Pinetop-Woodland Irrigation Company and the City of Show Low (documentation pending with ADWR since 2005).
- Facilities formerly operated by Show Low Irrigation Company and currently owned and operated by Show Low/Pinetop-Woodland Irrigation Company:
  - Rainbow Lake
  - Lower Rainbow Lake
  - Scott Reservoir
- Facilities formerly operated by Pinetop-Woodland and Woodland Irrigation Companies and currently owned and operated by Show Low Pinetop-Woodland Irrigation Company:
  - Woodland Reservoir
  - Edlers Lake

<sup>B</sup> The Huning Decree that covers the entire system (see Endnote A above) does not specify a month and date. It only gives an 1874 priority. As to Scott Reservoir and the irrigation water uses, the reservoir was constructed after irrigation was already taking place per Robert Scott’s May 22, 1886, Notice for beneficial uses initiated on December 5, 1884 (Book 1, Page 25, Navajo County Records). Sometime between 1884 and 1929, Scott’s diversion dam was expanded into the storage reservoir now known as Scott Reservoir. The dam failed in 1929 and was reconstructed in 1943. Additionally, Henry Huning also filed a notice of appropriation which covers what is now known as Show Low Lake, Scott Reservoir, Rainbow Lake, Lower Rainbow Lake, Lake of the Woods, the entire flow of Show Low Creek and all named and unnamed tributaries, by instrument dated April 10, 1896 recorded at Book 1, Page 23, Navajo County Records.

<sup>C</sup> The quantity stated is for Scotts Reservoir irrigation and storage and does not account for the entire system. There are incidental fish/wildlife/recreation uses.

**ABSTRACT OF IRRIGATION STORAGE RESERVOIR**  
**Little Colorado River Adjudication**

<b>WOODLAND LAKE FACILITY</b>		
<b>1.</b>	<b>Name of Reservoir / Facility.</b>	Woodland Lake Facility <sup>A</sup>
<b>2.</b>	<b>Owner of Reservoir.</b>	Show Low/Pinetop-Woodland Irrigation Company, on behalf of itself and its shareholder members
<b>3.</b>	<b>Landowner.</b>	Show Low/Pinetop-Woodland Irrigation Company, on behalf of itself and its shareholder members
<b>4.</b>	<b>Statement of Claimant No.(s).</b>	39-084116 39-084117
<b>5.</b>	<b>Statement of Claimant Name(s).</b>	Show Low/Pinetop-Woodland Irrigation Company
<b>6.</b>	<b>Lessee or Permittee.</b>	None.
<b>7.</b>	<b>Basis of Right. <sup>B</sup></b>	36-045589 CWR 2965 (App. Nos. R-1168 and A-3212; Permit Nos. R-877 and A-2380)
<b>8.</b>	<b>Beneficial Use. <sup>C</sup></b>	Storage Irrigation
<b>9.</b>	<b>Priority Date.</b>	May 28, 1897
<b>10.</b>	<b>Quantity. <sup>D</sup></b>	Storage Capacity (Woodland Lake): 152 acre-feet Secondary Storage Capacity (Edlers Lake): 25 acre-feet Continuous fill. Maximum diversion rate = 2.0 CFS Irrigation: 660 AFA (150 acres) Irrigation Season: March 15 – November 1
<b>11.</b>	<b>Places of Use.</b>	<u>Location of Storage Facilities:</u>  Woodland Lake SW ¼ SW ¼ Section 31, Township 9 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona  Edlers Lake SE ¼ SE ½ Section 36, Township 9 North, Range 22 East, Gila & Salt River Base and Meridian, Navajo County, Arizona

<b>WOODLAND LAKE FACILITY</b>		
		<p><u>Location of Irrigated Acreage</u>, all in the Gila &amp; Salt River Base and Meridian, Navajo County, Arizona</p> <p>Section 1, Township 8 North, Range 22 East            Section 35, Township 9 North, Range 22 East            Section 36, Township 9 North, Range 22 East            Section 6, Township 8 North, Range 23 East            Section 31, Township 9 North, Range 23 East</p>
12.	<b>Points of Diversion.</b> <sup>E</sup>	<p>Billy Creek Intake:</p> <p>NE ¼ NW ¼ Section 4,            Township 8 North, Range 23 East, Salt River Base and Meridian, Navajo County, Arizona</p> <p>Walnut Creek Intakes:</p> <p>SW ¼ SW ¼ Section 31,            Township 9 North, Range 23 East, Salt River Base and Meridian, Navajo County, Arizona (a secondary intake is about 300-400 feet downstream of the primary site)</p>
13.	<b>Sources of Water.</b>	Billy Creek and Walnut Creek, Tributaries to Show Low Creek

<sup>A</sup> The Woodland Lake Facility includes Woodland Lake and a smaller regulatory reservoir that can collect overflow. Edlers Lake receives overflow from a secondary ditch/point of diversion about 300 feet from the Walnut Creek intake.

<sup>B</sup> Woodland Lake is part of a larger irrigation and storage system serving the Show Low/Pinetop-Woodland Irrigation Company and the City of Show Low, Arizona. In *Huning v. Porter*, 6 Ariz. 171, 54 P. 584 (1898) (“the Huning Decree”), Henry Huning was awarded the first right to all waters of Show Low Creek and its tributaries, including but not limited to Porter Creek, Big Springs, Billy Creek, Pinetop Springs, Phipps Spring, Miller Draw, Porter Springs and Elk Springs Draw, Miller Creek (aka Walnut Creek), Pine Lake overflow, and all unnamed springs, seeps, washes and other drainages into Show Low Creek. The Show Low/Pinetop-Woodland Irrigation Company (the successor by merger and reorganization of the Show Low Irrigation Company, the Pinetop-Woodland Irrigation Company and the Woodland Irrigation Company) and the City of Show Low are the successors-in-interest to the Huning water rights. Various notices of appropriation and other historic filings supplemented the Huning Decree. The storage and irrigation system associated with the Huning Decree includes the following facilities, each of which operate as a component of the entire system:

- Show Low Lake – Jointly owned and operated by the Show Low/Pinetop-Woodland Irrigation Company and the City of Show Low (documentation pending with ADWR since 2005).
- Facilities formerly operated by Show Low Irrigation Company and currently owned and operated by Show Low/Pinetop-Woodland Irrigation Company:



- 
- Rainbow Lake
  - Lower Rainbow Lake
  - Scott Reservoir
  - Facilities formerly operated by Pinetop-Woodland and Woodland Irrigation Companies and currently owned and operated by Show Low Pinetop-Woodland Irrigation Company:
    - Woodland Lake
    - Edlers Lake

The dam for Woodland Lake is referenced in a Notice of Appropriation dated May 28, 1897, filed by Hans Hansen, Book 1, Page 50, Records of Navajo County, Arizona.

<sup>c</sup> The storage rights for the Woodland Lake Facility are part of the larger irrigation storage system described in Endnote B above. There are recreational, fish and wildlife uses at the Woodland Lake Facility that are relied upon by Pinetop-Lakeside for tourism; however, this is generally a non-consumptive use and not detailed in this abstract.

<sup>d</sup> The quantity stated is for the Woodland Lake Facility irrigation and storage and does not account for the entire system. There are incidental fish/recreation/wildlife uses.

<sup>e</sup> The diversion system for Woodland Lake was once maintained by the Pinetop-Woodland Irrigation Company and the Woodland Irrigation Company, both of which were part of a 1998 merger with Show Low Irrigation Company. The three entities now operate as one unit called the Show Low/Pinetop-Woodland Irrigation Company. The old Pinetop-Woodland Irrigation Company diversion included a small concrete diversion dam and pipeline intake on Billy Creek. About one-quarter of a mile west of the diversion, the main pipeline splits into two branches, with one terminating in a ditch that drains into Walnut Creek approximately half a mile above Woodland Lake. The Woodland Irrigation Company diverted water from Walnut Creek via a pipeline and earthen ditch. A secondary diversion point on Walnut Creek, located about 300-400 feet downstream from the primary point of diversion, diverted water into a small earthen ditch leading to the drainage channel above Edler Lake, a regulatory pond with a 25 AF storage capacity in the SE-SE Section 36, T9N-R22E.

**EXHIBIT 8.2.1.1I**

**ATTACHED**

EXHIBIT 8.2.1.11

Silver Creek Irrigation District Abstract

**ABSTRACT OF IRRIGATION STORAGE RESERVOIR**  
**Little Colorado River Adjudication**

<b>SILVER CREEK IRRIGATION DISTRICT</b>		
1.	<b>Name of Reservoir (Facility)</b>	The Silver Creek Irrigation Storage & Distribution System (includes Flood Control Infrastructure) <sup>A</sup>
2.	<b>Owner of Reservoir.</b>	Silver Creek Irrigation District <sup>B</sup>
3.	<b>Landowner.</b>	Silver Creek Irrigation District <sup>C</sup>
4.	<b>Statement of Claimant No.(s).</b>	39-88816
5.	<b>Statement of Claimant Name(s).</b>	Silver Creek Irrigation District
6.	<b>Lessee or Permittee.</b>	n/a
7.	<b>Basis of Right.</b>	36-81222 36-81223 36-81224 36-81225 36-81226 33-82842
8.	<b>Beneficial Use.</b>	Irrigation Stockwatering
9.	<b>Priority Date.</b>	12/31/1873 <sup>D</sup>
10.	<b>Quantity.</b>	Storage Capacities: <ul style="list-style-type: none"> <li>• White Mountain Lake &amp; Mexican Lake: 5,160 acre-feet</li> <li>• Little Mormon Lake: 2,000 acre-feet</li> <li>• Schoen's Reservoir: 30,700 acre-feet</li> <li>• Ortega Lake: 2,380 acre-feet</li> <li>• Millet Swale: 994 acre-feet</li> </ul> <p>Maximum diversion rate = 46.50 CFS</p> <p>Continuous fill</p> <p>Irrigation: 19,162.50 AFA (2,500 acres) Irrigation Season: March 15 to November 1</p>

**SILVER CREEK IRRIGATION DISTRICT**

		Stockwatering: Reasonable use
11.	<b>Places of Use.</b>	<p><u>White Mountain Lake:</u> Section 10, Township 11 North, Range 22 East, Gila &amp; Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Mexican Lake:</u> Section 10, Township 11 North, Range 22 East, Gila &amp; Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Little Mormon Lake:</u> Section 12, Township 10 North, Range 22 East, Gila &amp; Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Schoen's Reservoir:</u> Sections 23 and 27, Township 12 North, Range 21 East, Gila &amp; Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Ortega Lake:</u> Section 6, Township 10 North, Range 24 East, Gila &amp; Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Millet Swale:</u> Section 20, Township 12 North, Range 22 East, Gila &amp; Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Location of Irrigated Acreage:</u> Within the boundaries of the Silver Creek Irrigation District's service area in:</p> <ul style="list-style-type: none"> <li>• Sections 23, 24, 25, 26, 35 and 36, Township 13 North, Range 21 East;</li> <li>• Sections 1, 2, 11, 12, 13, 24 and 25, Township 12 North, Range 21 East; and</li> <li>• Sections 18, 19, 30 and 31, Township 12 North, Range 22 East,</li> </ul> <p>All in the Gila &amp; Salt River Base and Meridian, Navajo County, Arizona.</p> <p><u>Stockwatering:</u> At the reservoir locations, open ditches operated by the Silver Creek Irrigation District, and within the Silver Creek Irrigation District's service area.</p>

**SILVER CREEK IRRIGATION DISTRICT**

<p><b>12.</b></p>	<p><b>Points of Diversion.</b></p>	<p><u>White Mountain Lake:</u> Section 10, Township 11 North, Range 22 East, Gila &amp; Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Mexican Lake:</u> Section 10, Township 11 North, Range 22 East, Gila &amp; Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Little Mormon Lake:</u> Section 12, Township 10 North, Range 22 East, Gila &amp; Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Schoen's Reservoir:</u> Sections 23 and 27, Township 12 North, Range 21 East, Gila &amp; Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Ortega Lake:</u> Section 6, Township 10 North, Range 24 East, Gila &amp; Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Millet Swale:</u> Section 20, Township 12 North, Range 22 East, Gila &amp; Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>Irrigation Diversions</u> (all in the Gila &amp; Salt River Base and Meridian, Navajo County, Arizona):</p> <ul style="list-style-type: none"> <li>• West Shumway: SE ¼ NW ¼ SW ¼ Section 31, Township 12 North, Range 22 East</li> <li>• East Shumway: NW ¼ SW ¼ NW ¼ Section 31, Township 12 North, Range 22 East</li> <li>• East Taylor: SW ¼ NW ¼ NW ¼ Section 30, Township 12 North, Range 22 East</li> <li>• West Taylor: SW ¼ SE ¼ SW ¼ Section 12, Township 12 North, Range 21 East</li> </ul>
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**SILVER CREEK IRRIGATION DISTRICT**

		<ul style="list-style-type: none"> <li>• East Snowflake: SW ¼ NW ¼ NW ¼ Section 36, Township 13 North, Range 21 East</li> <li>• West Snowflake: NW ¼ NW ¼ NW ¼ Section 36, Township 13 North, Range 21 East</li> </ul> <p>Supplemented by the following wells, all in the Gila &amp; Salt River Base and Meridian, Navajo County, Arizona:</p> <ul style="list-style-type: none"> <li>• 55-625330 – NW ¼ SW ¼ NW ¼ Section 30, Township 12 North, Range 22 East</li> <li>• 55-625331 – SW ¼ SW ¼ SW ¼ Section 19, Township 12 North, Range 22 East</li> <li>• 55-625332 – NW ¼ NW ¼ NW ¼ Section 1, Township 12 North, Range 21 East</li> <li>• 55-625333 – NE ¼ NE ¼ NE ¼ Section 35, Township 13 North, Range 21 East</li> <li>• 55-625334 – NE ¼ SW ¼ NW ¼ Section 25, Township 13 North, Range 21 East</li> <li>• 55-625335 – NW ¼ SW ¼ NW ¼ Section 31, Township 12 North, Range 22 East</li> </ul>
<p><b>13.</b></p>	<p><b>Source of Water.</b></p>	<p><u>Surface Water:</u> Rocky Arroyo, Show Low Creek, Brown Creek, Millet Swale, and flood water, all of which are tributaries of Silver Creek, and Silver Creek, a tributary of the Little Colorado River</p> <p><u>Groundwater:</u> Non-appropriable groundwater from all wells listed as points of diversion. To the extent that any of the wells serving as supplemental points of diversion are not pumping strictly groundwater, the subflow of Rocky Arroyo, Show Low Creek, Brown Creek, Millet Swale, all of which are tributaries of Silver Creek, and Silver Creek, a tributary of the Little Colorado River</p>

<sup>A</sup> The Silver Creek Irrigation District’s storage and irrigation system includes six storage reservoirs that are used for the irrigation of acreage within the District’s boundaries. Some of these double as flood control infrastructure that not only protects the irrigation system but serves an important public safety role in Navajo County. Features of the system include dams and storage reservoirs, pipelines and ditches, and flood/erosion control structures. The reservoirs in Silver Creek Irrigation District’s storage and irrigation system include:

SOURCE	FACILITY NAME(S)	OWNERSHIP OF LAND UNDERLYING THE RESERVOIR	REMARKS
Rocky Arroyo; Silver Creek	<ul style="list-style-type: none"> <li>White Mountain Lake (formerly known as Daggs Dam and Reservoir)</li> <li>Mexican Lake</li> <li>Little Mormon Lake</li> </ul>	<ul style="list-style-type: none"> <li>White Mountain Lake &amp; Mexican Lake – Silver Creek Irrigation District</li> <li>Little Mormon Lake – Apache-Sitgreaves National Forest</li> </ul>	White Mountain Lake is on the Silver Creek channel. Mexican Lake is a natural depression northeast of White Mountain Lake. When water levels are high, White Mountain Lake and Mexican Lake join to become essentially the same reservoir. Little Mormon Lake is an off-channel natural depression supplied by a diversion from Rocky Arroyo. Water released from Little Mormon Lake supplements the water stored in White Mountain Lake. Water from all three reservoirs is conveyed in the Silver Creek channel to the irrigation uses in the District.
Above the confluence of Show Low Creek and Silver Creek	Schoens Reservoir	<ul style="list-style-type: none"> <li>Silver Creek Irrigation District</li> <li>Apache-Sitgreaves National Forest</li> <li>Church of Jesus Christ of Latter Day Saints</li> </ul>	The facility is operated in conjunction with the Navajo County Public Works Department for flood control and irrigation. Schoens Reservoir encompasses the Lone Pine Dam water right. Lone Pine Dam is no longer operated.
Brown Creek, a tributary of Silver Creek	Ortega Lake	Silver Creek Flood Control District (Pending transfer to Silver Creek Irrigation District.)	This is an off-channel reservoir jointly owned and operated by Silver Creek Irrigation District and Silver Creek Flood Control District for flood control.
Millet Swale, a tributary of Silver Creek	Millet Swale Reservoir	Silver Creek Flood Control District	Silver Creek Irrigation District’s stored irrigation water mixes with Silver Creek for irrigation in the West Snowflake and Taylor areas. The reservoir is also used for flood control by the Silver Creek Flood Control District.

<sup>B</sup> The storage rights in all reservoirs are owned by the Silver Creek Irrigation District; however, the land underlying where the reservoirs are located are owned by a combination of parties, including the Silver Creek Irrigation District, the Silver Creek Flood Control District, the Church of Jesus Christ of Latter Day Saints, and the Apache-Sitgreaves National Forests as set forth in the table in Endnote A above.



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<sup>c</sup> See the table in Endnote A above.

<sup>d</sup> All of the waters of Silver Creek were claimed in 1875 by James Stinson, who in 1873 settled in Snowflake, developed the early irrigation system, and irrigated about 300 acres. The waters of Silver Creek and the flood waters of the East Fork of Show Low Creek, the flood waters of Rocky Arroyo, and the flood waters of other streams and tributaries were claimed by Z. B. Decker, Jr., President of the Snowflake & Taylor Irrigation Company (predecessor to Silver Creek Irrigation District) on May 20, 1896. Improvements to the storage and irrigation system such as better dams, pipelines and other infrastructure, were made by Stinson, the irrigation district and its predecessor companies since the system was first developed in 1873.

**EXHIBIT 8.2.1.1J**

**ATTACHED**

EXHIBIT 8.2.1.1J  
City of Winslow Abstract

**ABSTRACT OF IRRIGATION STORAGE RESERVOIR  
Little Colorado River Adjudication**

<b>CITY OF WINSLOW</b>		
<b>1.</b>	<b>Name of Facility</b>	Clear Creek and Chevelon Creek Facilities <sup>A</sup>
<b>2.</b>	<b>Owner of Facilities.</b>	Clear Creek Reservoir and Clear Creek Ditch: City of Winslow, Arizona  Chevelon Ditch (shared with the City of Winslow): Winslow Irrigation Company
<b>3.</b>	<b>Landowner.</b>	City of Winslow, Arizona
<b>4.</b>	<b>Statement of Claimant No.(s).</b>	39-84980 39-[pending]
<b>5.</b>	<b>Statement of Claimant Name(s).</b>	City of Winslow, Arizona Winslow Irrigation Company
<b>6.</b>	<b>Lessee or Permittee.</b>	n/a
<b>7.</b>	<b>Basis of Right.</b>	O'Haco Decree <sup>B</sup> 36-32774 CWR 4168 36-29054 CWR 870
<b>8.</b>	<b>Beneficial Use.</b>	Irrigation Rec/Fish/Wildlife Municipal Stockwatering (includes stockponds)
<b>9.</b>	<b>Priority Date.</b>	December 31, 1878, December 31, 1902, and July 10, 1937, as applicable
<b>10.</b>	<b>Quantity.</b>	<u>Clear Creek:</u> Storage Capacity: 500 acre-feet Maximum diversion rate =15 CFS Continuous fill Irrigation: 9,050 AFA (1,680 acres) Irrigation Season: March 1 to November 15  <u>Chevelon Creek:</u> Maximum diversion rate = 15 CFS Irrigation: 1959 AFA (362.70 acres) Irrigation Season: March 1 to November 15

<b>CITY OF WINSLOW</b>		
<b>11.</b>	<b>Places of Use.</b>	<p><u>Location of Clear Creek Reservoir:</u> Sections 9, 10, 15 and 16, Township 18 North, Range 16 East, Gila &amp; Salt River Base and Meridian, Navajo County, Arizona</p> <p><u>The Places of Use</u> generally include the following, all in the Gila &amp; Salt River Base and Meridian, Navajo County, Arizona:</p> <ul style="list-style-type: none"> <li>• Sections 13, 14, 15, 23, 24, 25, 26, 27, 35, and 36, Township 19 North, Range 15 East</li> <li>• Sections 18, 19, 20, 29, 30, and 33, Township 19 North, Range 16 East</li> <li>• Sections 1 and 2, Township 18 North, Range 15 East</li> </ul>
<b>12.</b>	<b>Points of Diversion.</b>	<p><u>Clear Creek:</u> SW ¼ NW ¼ of Section 10, Township 18 North, Range 16 East, Gila and Salt Base &amp; Meridian, Navajo County, Arizona</p> <p><u>Chevelon Creek:</u> NE ¼ SW ¼ of Section 23, Township 18 North, Range 17 East, Gila and Salt River Base &amp; Meridian, Navajo County, Arizona</p>
<b>13.</b>	<b>Sources of Water.</b>	Clear Creek and Chevelon Creek, tributaries of the Little Colorado River

<sup>A</sup> The Clear Creek Facility includes dams, the Clear Creek Reservoir (aka McHood Reservoir), pipelines and other structures, including the flume, pipelines, and the Chevelon Creek Diversion Dam and Ditch that supplements the Clear Creek Facility pursuant to an agreement with Winslow Irrigation Company, the claimant/registrant named in 36-29054 and CWR 870. Chevelon Creek is a tributary to Clear Creek.

<sup>B</sup> Judgment and Order No. 16,394 entered September 27, 1983, in the Superior Court of the State of Arizona in and for the County of Navajo in re: *Michael J. O'Haco and Teresa O'Haco v. Harry G. Hancock and Marilyn Hancock*. The Decree recognized the City of Winslow's perfected and superior "old timer's" right to 4,700 acre-feet of Clear Creek Water.

**EXHIBIT 8.3A**

**ATTACHED**

## Zuni Hunt Valley Area Irrigation Diversions—Surface Water

**Facility Name:** Zuni Hunt Valley Area Historic Irrigation Diversions—Surface Water  
**Water Right Holder:** Zuni Tribe  
**Water Right Number:** DV 1,2,3,4, & 5  
**Statement of Claimant #:** 39-88868 & 39-82094 (see remark 4.)

**Data Source\***

Water Source(s)	Little Colorado River (LCR), Concho Creek	1,2,4
Acres Served	2493 (see remarks 2,6, & 7)	2,4
Total Diversion	Maximum historical beneficial use (see remarks 8,9, & 11)	
Diversion Capacity	DV1: North side LCR -- 5.3 cfs (see remarks 8 & 11) DV2: South side LCR -- max. historical capacity (see remarks 8 & 11) DV3: Concho Creek -- maximum historical capacity DV4: North side LCR -- max. historical capacity (see remark 4) DV5: Concho Creek -- maximum historical capacity	2
Beneficial Use	Irrigation (see remark 7)	1,2,4
Diversion Location(s)	DV1: SESE, S15, T14N,R26E (North side LCR) (see remark 3) DV2: SWSE, S15, T14N,R26E (South side LCR) (see remark 3) DV3: SESW, S27, T14N,R26E (Concho Creek) (see remark 3) DV4: NENW, S17, T14N,R26E (North side LCR) (see remarks 3 & 4) DV5: NESW, S34, T14N, R26E (Concho Creek) (see remark 3)	1,2,4
Use Locations	DV1: S6,7,8,9,10,15,16, T14N,R26E (see remarks 7 & 10) DV2: S15,16,T14N,R26E (see remarks 7 & 10) DV3: S27,T14N,R26E (see remarks 6, 7 & 10) DV4: S8, T14N,R26E (see remark 4) DV5: S34,T14N, R26E (see remarks 6,7, & 10)	1,2,4
Period of Use	February through December	1,2,4
Priority Dates	10/25/1897 (see remarks 5 & 9) for 2291 acres (see remark 2) from LCR 1890 for 202 acres from Concho Creek (see remarks 6 & 9)	2,4
Basis of Right	1921 Supplemental Decree, CWR 559, 39-82094, 39-88868, 36-27960, 36-29377, 36-72667, 36-72668 (see remarks 4,5, & 6)	1,4
Remarks:	<ol style="list-style-type: none"> <li>1. Data Source 4—1921 Supplemental Decree, CWR 559, 36-27960, 36-29377, 36-72667, 36-72668, 10-0102239.0301(1897 Notice of Appropriation by Issac Isaacson), and aerial photos of the Hunt Valley area.</li> <li>2. Acres served—determined by measuring irrigated areas shown on maps in Data Source 2, plus CWR 559 for that portion of surface water irrigation in section 27.</li> <li>3. Diversion locations -- based on aerial photographs &amp; USGS quad maps (with guidance from Data Sources 1 &amp; 2), CWR 559, &amp; 36-72668</li> <li>4. Claims 39-88868 &amp; 36-27960 filed by the Seven Springs Ranch apply to irrigation on the north side of the LCR from DV1 (see remark 5 regarding Zion Reservoir). Claim 36-29377 applies to irrigation on the south side of the LCR on Zuni &amp; Isaacson lands. Claim 36-72668 applies to DV4. Claim 39-82094 filed by Ellsworth applies to irrigation from DV5.</li> <li>5. A 1921 Supplemental Decree ruling on the Udall Reservoir Company awarded irrigation from the LCR for 4550 acres with a October 25, 1897 priority date in an area generally including the current use area listed in this abstract. See the Lyman Reservoir abstract for discussion of the waiver of Udall (Zion) Reservoir storage rights to the Lyman Water Company.</li> <li>6. The 1890 priority date for the Concho Creek diversions DV3 &amp; DV5 is based on filing 36-72667. The amount of irrigated acres served from Concho Creek is 101 acres in section 34 (based on maps in Data Source 2) and 101 acres (based on CWR 559) of the 232 irrigated acres mapped by ADWR in section 27, T14N,R26E. The remaining irrigation in section 27 is from groundwater.</li> <li>7. This abstract includes irrigation uses on the Zuni Reservation as well as the recently acquired Seven Springs Ranch, and includes associated land leased from the State in section 34, T14N,R26E.</li> <li>8. Total Diversion and Diversion Capacities -- DV1 &amp; DV2 are shared prorata based on acreage historically irrigated from these facilities (see the Isaacson &amp; Crosby abstracts).</li> <li>9. The service area described in this abstract has historically never made a call and will not make a call on upstream Norviel Decree and Concho Decree rights.</li> <li>10. Pursuant to the settlement agreement, the Tribe can use water as deemed appropriate anywhere on the Reservation.</li> <li>11. Any new water right acquisitions by the Tribe, not associated with either DV1 or DV2, do not have to be shared prorata with Isaacson or Crosby</li> </ol>	

**\*Data Source**  
 1=Statement of Claimant  
 2=ADWR Inventory of Water Uses  
 3= Silver Creek HSR  
 4= Other—See remarks

### Zuni Hunt Valley Large Irrigation Wells

**Facility Name:** Zuni Hunt Valley Large Irrigation Wells  
**Water Right Holder:** Zuni Tribe  
**Water Right Number:** N/A  
**Statement of Claimant #:** N/A

Well Registration Number	Well Legal Description
55-600440	SESE, S27, T14N, R26E
55-626054	SESE, S6, T14N, R26E
55-626055	NENE, S7, T14N, R26E
55-626056	SE, S18, T14N, R26E
55-626057	SE, S18, T14N, R26E



## Zuni Meadows Area Acquisition Irrigation Diversions

**Facility Name:** Zuni Meadows Area Historic Irrigation Diversions  
**Water Right Holder:** Zuni Tribe  
**Water Right Number:** DV 1,2,3,4, 5 & 6  
**Statement of Claimant #:** 39-89021

**Data Source\***

Water Source(s)	Little Colorado River (LCR), Carrizo Wash, Big Hollow Wash	1,2,4
Acres Served	1594 (see remarks 2,4,& 5)	2
Total Diversion	Maximum historical beneficial use	
Diversion Capacity	DV1: West Side LCR -- 10.95 cfs DV2: East Side LCR -- 13.00 cfs DV3: Big Hollow Wash --maximum historical capacity DV4: North Side LCR -- 2.00 cfs DV5: Carrizo Wash -- maximum historical capacity DV6: North Side LCR--maximum historical capacity	2
Beneficial Use	Irrigation	1,2,4
Diversion Location(s)	DV1: NESE, S5, T13N,R28E (West side LCR) (see remark 3) DV2 : NESE, S5, T13N,R28E (East side LCR) (see remark 3) DV3: SWNW, S31,T14N,R28E (Big Hollow Wash)(see remark 3) DV4: NWNW, S30, T14N,R28E (North side LCR) (see remark 3) DV5: NENE, S24, T14N,R27E (Carrizo Wash) (see remark 3) DV6: SESE, S24, T14N,R27E (North side LCR) (see remark 3)	1,2,4
Use Locations	DV1 & 2: S25,T14N,R27E; S19,29,30,31,T14N,R28E (see remark 4) DV3: S25,T14N,R27E; S30,T14N,R28E (see remark 4) DV4 & 5: S13,23,24,T14N,R27E (see remark 4) DV6: S23,24,T14N,R27E (see remark 4)	2,4
Period of Use	April 15 to September 15 for decreed acres. Non-decreed acres receive water outside the irrigation season and during flood flows.	4
Priority Dates	1881 for 170 decreed acres from LCR (rights #1918-13G & 13I) 1882 for 15 decreed acres from LCR (right #1923-61A) 1882 for 80 decreed acres from LCR flood water (right #1923-61B) 1884 for same 150 acres as right #1918-13G from LCR (right #1918-16C) 1916 for 30 decreed acres from LCR (right #1923-60A) 1916 for 35 decreed acres from Big Hollow Wash flood water (right #1923-60B) 1916 (per 36-28628 & 28629) for remaining 1164 non-decreed acres from LCR 1940 for 100 acres from Carrizo Wash, per CWR 1174	1,2,4
Basis of Right	Norviel Decree, CWR's 74,75,& 1174, 39-89021, 36-28628, 36-28629 , & shares in St. Johns Irrigation Company.	1,2,4
Remarks:	<ol style="list-style-type: none"> <li>1. Data Source 4—Norviel Decree, CWR 74 (covers decreed right #60 A &amp; B), CWR 75 (covers decreed right #61A &amp; B), CWR 1174 (Carrizo Wash), 36-28628 &amp; 36-28629(LCR) and aerial photos of the Meadows area.</li> <li>2. Acres served—determined by measuring irrigated areas shown on maps in Data Source 2.</li> <li>3. Diversion locations are based on aerial photographs &amp; USGS quad maps with guidance from Data Sources 1 &amp; 2. Data Source 2 lists 3 diversions in NESE,S5,T13N,R28E; however, claims and filings indicate only 2 diversions at this location.</li> <li>4. This abstract includes irrigation uses on the former Platt &amp; Wilhelm ranches but does not include claimed irrigation by the State on associated leased State land.</li> <li>5. In addition to the above decreed rights, the Zuni Meadows area is also served by 322 shares of St. Johns Irr. Co. based on work sessions with St. Johns Irr. Co.</li> </ol>	
*Data Source 1=Statement of Claimant 2=ADWR Inventory of Water Uses 3= Silver Creek HSR 4= Other—See remarks		

### Zuni River Area Historic Irrigation

**Facility Name:** Zuni River Area Historic Irrigation  
**Water Right Holder:** Zuni Tribe  
**Water Right Number:** N/A  
**Statement of Claimant #:** 39-89022 (see remark 2)

**Data Source\***

Water Source	Zuni River flood waters	1,4
Acres Served	801 (see remark 3 )	4
Total Diversion	Maximum historical beneficial use	
Diversion Capacity	Maximum historical capacity	
Beneficial Use	Irrigation	1,4
Diversion Location	NE, S5, T14N,R28E plus other locations on various channels throughout S 6, T14N,R28E & S 1,T14N,R27E (see remark 4)	1,4
Use Locations	S 1, T14N,R27E (see remark 4)	1,4
Period of Use	July through October (per 36-28627)	4
Priority Date	1916	1,4
Basis of Right	39-89022 and 36-28627 (see remark 2)	1,4
Remarks:	<ol style="list-style-type: none"> <li>1. Data Source 4: 36-28627 and 1984 aerial photos of the Zuni River area</li> <li>2. 39-89022 was originally filed by Limited Partnership of Meadows Ranch, while 36-28627 was filed by H.B. Heap. Both are former owners of land now owned by the Zuni Tribe.</li> <li>3. Acres served based on measurements from aerial photo interpretation within section 1,T14N,R27E (see remark 4).</li> <li>4. Diversion and Use Locations—aerial photos indicate a major diversion point from the main channel of the Zuni River in the NE, section 5, T14N,R28E upstream of the irrigated area. Claim 39-89022 indicates and aerial photos verify that the Zuni River water also spreads out into several channels or stringers in section 6,T14N,R28E and sections 1 &amp; 2, T14N,R27E from which a network of several spreaders and headgates further spread out the water onto the land in these sections. This abstract covers irrigation only in section 1,T14N,R27E owned by Zuni Tribe, and does not include claimed irrigation on land it leases from the State of Arizona in section 6,T14N,R28E, and section 2,T14N, R27E.</li> </ol>	
*Data Source	<p>                     1=Statement of Claimant                      2=ADWR Inventory of Water Uses                      3= Silver Creek HSR                      4= Other—See remarks                 </p>	

## **EXHIBIT 8.3B**

**Zuni Indian Tribe Water Rights Settlement Judgment and Decree**

**IN PROCESS OF FINALIZATION**

**EXHIBIT 8.5.2**

**ATTACHED**



Exhibit 8.5.2

**EXHIBIT 8.5.3**

**ATTACHED**

Prepared for:  
MODRALL SPERLING  
P.O. Box 2168  
Albuquerque, NM 87103

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**BALLEAU GROUNDWATER, INC.'S REBUTTAL REPORT  
TO NAVAJO NATION'S APRIL 30, 2021 INITIAL DISCLOSURES**

**In Re the General Adjudication of All Rights to Use Water  
in the Little Colorado River System and Source  
Case No. 6417-300**

**OCTOBER 2021**

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**BALLEAU GROUNDWATER, INC.  
901 Rio Grande Blvd. NW, Suite F-242  
Albuquerque, New Mexico 87104  
(505) 247-2000**



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Prepared for:  
MODRALL SPERLING  
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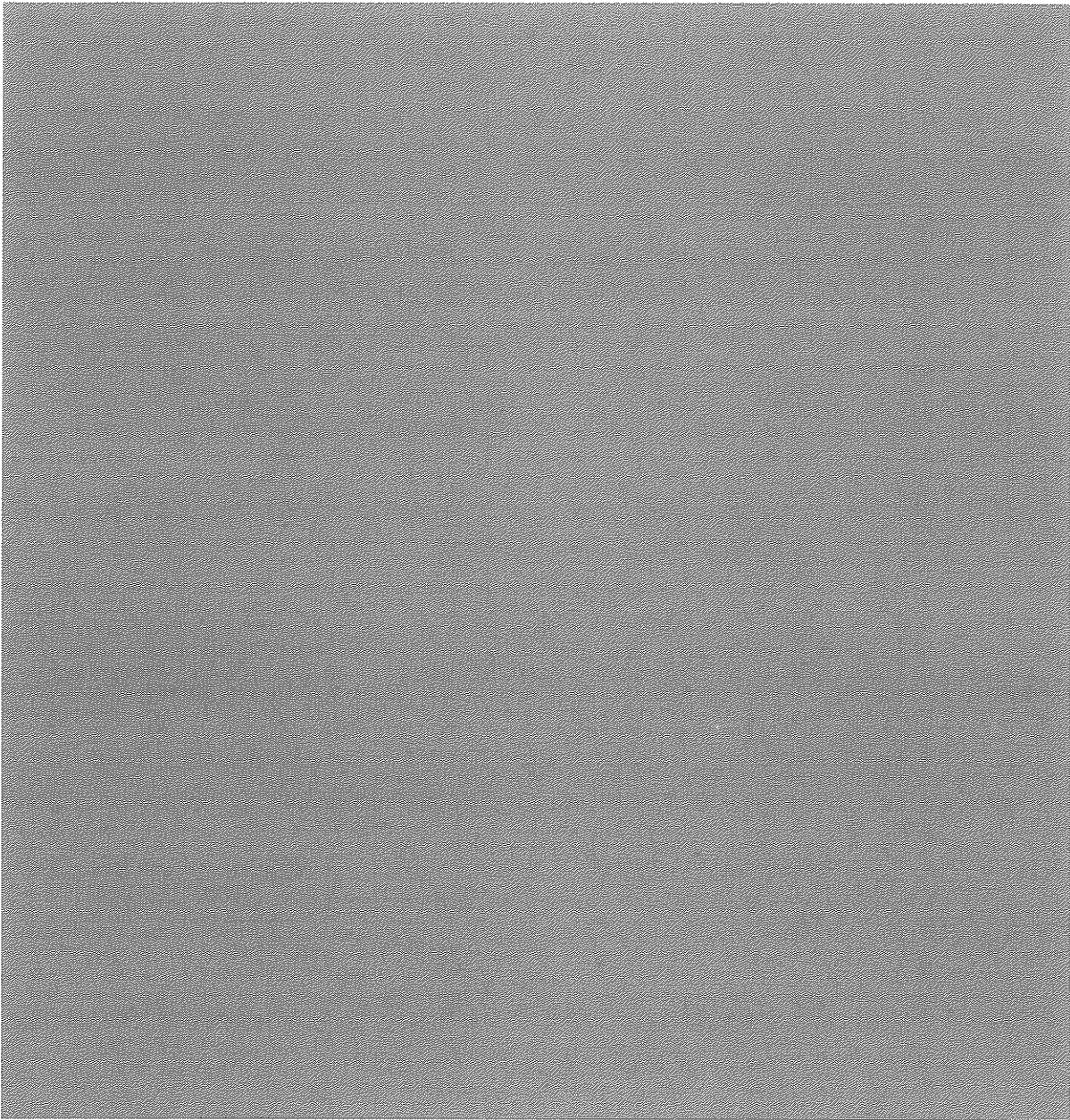


Dave M. Romero, P.H.

Date October 14, 2021



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**Issue 2: Sustainable Supply of 1,660 AFY from the Cameron Area Alluvial Aquifer**

In the Wood Report, Dr. Leeper analyzes the Cameron water supply in support of plans for an expanded alluvial aquifer wellfield along the LCR. The alluvial aquifer is characterized as having a limited width, a limited thickness and variable recharge from the LCR resulting in variable static water levels, which translate to variable aquifer thickness.

Dr. Leeper's analysis implements a Theis calculation (Theis, 1935) with assumptions that limit the ability of the calculation to consider the limited width of the alluvial aquifer and variability of aquifer thickness from river recharge.

Dr. Leeper's analysis raises a question with regard to sustainability of yield from the Cameron alluvial aquifer. As set forth herein, I analyze the sustainable yield of the alluvial aquifer in the Cameron area with a numerical model that accounts for the limiting assumptions of the Theis calculation. My intent is to perform additional analysis to improve the understanding of sustainable yield from the Cameron alluvial aquifer. I am particularly interested in simulating long-term sustainability, as Dr. Leeper indicates he is in the Wood Report. (Wood Report, p. 1). Since ATC's water is supplied by two wells in the alluvial aquifer, the findings from my additional analysis will provide insight to whether yield from the Cameron alluvial aquifer can sustain both the Navajo Nation's projected 1,600 AFY as well as ATC's water use.

### Methodology

My analysis is based on a model implemented with MODFLOW 6 Version 6.2.2 (Langevin and others, 2017). This report section presents a general description of the model. More specific model details and the data sources relied on are described in Appendix B.

The model domain spans 14 miles of LCR river reach generally centered on the Cameron area with a grid that has square cells 100 feet on a side (Figure 3). The bottom of the alluvial aquifer thickness is 30 feet beneath the streambed. The land surface is from a 1/3 arc second digital elevation model with refinements on the stream channel based on USGS field surveys near Cameron.

The model has a standard set of parameters, but it operates with 15 different realizations to examine the sensitivity of wellfield yield results to a plausible range of model

parameters and other specifications related to aquifer structure and boundary conditions. That is, each model scenario is run through 15 simulations to examine a range of potential

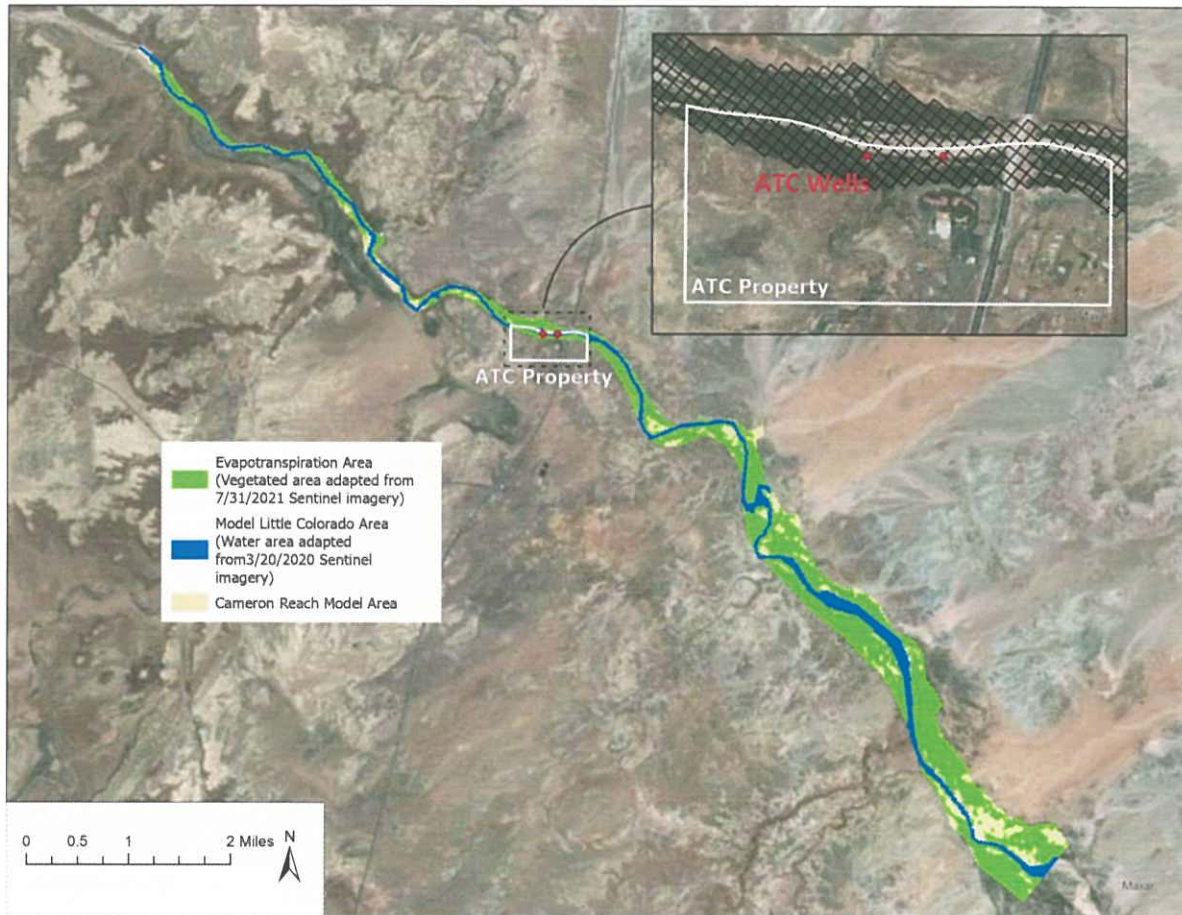


Figure 3. Model of Cameron area alluvial aquifer.

outcomes on sustainable yield from well development. The standard set of model parameters are based on aquifer transmissivity,  $T$ , of 2,500 ft<sup>2</sup>/day and specific yield of 0.20. The  $T$  values reported by Dr. Leeper (4,970 and 9,461 ft<sup>2</sup>/day) are included in the plausible range of model parameters examined.

The model has a component of riparian evapotranspiration (ET) from the alluvium. The net ET is based on an estimate of potential evaporation from the North American Land Data Assimilation System reduced by precipitation (NLDAS-2). NLDAS is maintained by NASA.

Alluvial aquifer water-level data is limited in the Cameron area. Data from the two existing NTUA wells shows static water levels have fluctuated over a range up to 9 feet. I set up the model boundary conditions and found simulated water levels fluctuate over a similar range. Assuming that the magnitude of variation characterizes general water-level variations throughout the alluvial aquifer in the Cameron area, the model is calibrated to that dynamic condition.

Aquifer recharge from LCR is based on a water balance method with a model catchment scaling factor related to the observed average monthly flow change between the Winslow and Cameron USGS flow gages over the last 20 years.<sup>1</sup> The width and depth of the simulated river is adjusted based on observed flow at the Cameron gage assuming the same relationship between channel depth and width characterized by the USGS at the Winslow gage.

A key component of the model is that it simulates groundwater diversions with a well hydraulics component that accounts for the pumping water level (PWL) in individual wells. A threshold above the pump intake can be specified to maintain net positive suction head (NPSH) above the pump inlet when the well is pumped. For the analysis herein, a threshold of 10 feet above the base of the alluvial aquifer is specified. If NPSH is not maintained on the well pump impeller, air bubbles will form resulting in pump cavitation, which damages the pump. A schematic of this concept is shown on Figure 4. The utility of the well simulation is that a target wellfield yield can be specified, and the model solves for individual well yields considering the declining yield that must occur to maintain NPSH as the PWL lowers toward the pump inlet. The simulation technique is ideal for assessments of source water availability from aquifers with limited depth.

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<sup>1</sup> See Wood Report Figure 2 for a map of the USGS Winslow and Cameron gages.

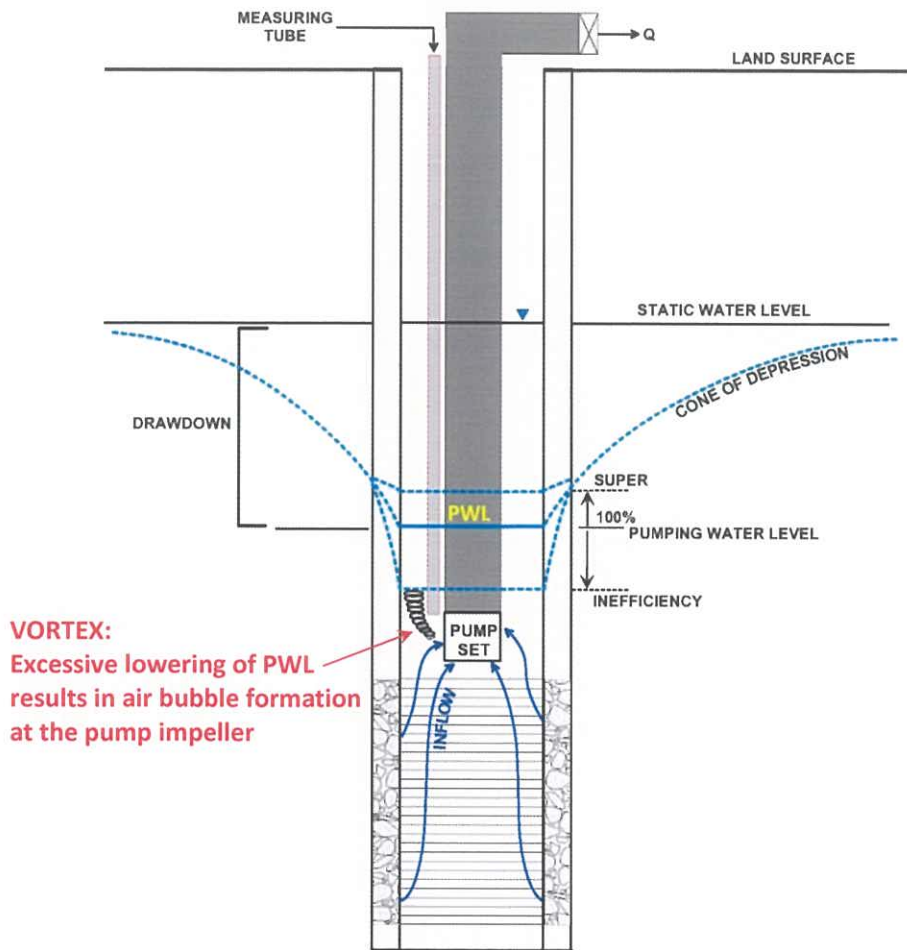


Figure 4. Schematic of well hydraulics concept represented in model.

### Analysis and Results

The analysis involves four model scenarios. The evaluation considers the Navajo Nation diverting 1,660 AFY in conjunction with ATC water use (75 AFY) to examine sustainability of the alluvial aquifer in the Cameron area. The model scenarios represent example variations in the layout of the proposed Navajo Nation alluvial wellfield to evaluate how the amount of water produced from the alluvial aquifer is affected. In all scenarios the three conceptual Navajo Nation wells that are currently plotted on ATC Property (Figure 2) are moved onto the Navajo Reservation. The scenarios are then run

based on placement of wells in the alluvial aquifer in the Navajo Nation analyzing the wellfield with 12 wells and with 24 wells.

Each scenario runs for 40 years with a target pumping rate of 1,660 AFY for the proposed Navajo Nation wellfield and 75 AFY for ATC's two currently active wells. The 40-year simulation is based on a repeat of hydrologic conditions of the last 20 years (additional detail is in Appendix B). The model results are summarized into the number of months that the target pumping rate is met (or not met) over the 40-year period. As previously described, each scenario is run through 15 variations within a plausible range of model parameters; the results below are based on the average result from those 15 variations (realizations). Appendix C includes additional details regarding results from each scenario.

*Scenario 1*



Figure 5. Example Navajo Nation wellfield layout for Scenario 1.



As is shown on Figure 5, the Navajo Nation wellfield in Scenario 1 is simulated like the layout planned by Dr. Leeper (12 wells), except the three (western) wells are moved north across the river, which relocates them off ATC Property and onto the Navajo Reservation. In Scenario 1, the Navajo Nation wells do not meet the target yield of 1,660 AFY for 146 months (30 percent) out of 40 years. ATC does not meet the target yield of 75 AFY for 86 months (18 percent) of 40 years. Interference between the ATC wells and the Navajo Nation wells across the river results in reduced wellfield yield for both ATC and the Navajo Nation.

*Scenario 2*



**Figure 6. Example Navajo Nation wellfield layout for Scenario 2.**

The Navajo Nation wellfield layout in Scenario 2 differs from Scenario 1 in that it increases the Navajo Nation wells from 12 to 24 with a well spacing of at least 500 feet. The result is each Navajo Nation well diverts less water, than in Scenario 1, to produce a target yield of 1,660 AFY. The result is the Navajo Nation wellfield does not meet the target yield for 5 months (1 percent) over 40 years. The three Navajo Nation wells across the river from ATC's wells still cause interference resulting in ATC not meeting the target yield of 75 AFY for 46 months (10 percent) out of 40 years. However, ATC is short of meeting its target yield about half as much as in Scenario 1.

*Scenario 3*



**Figure 7. Example Navajo Nation wellfield layout for Scenario 3.**

The Navajo Nation wellfield in Scenario 3 has 12 wells similar to Scenario 1, except the three wells across the river from ATC's wells are moved upstream (east) of the ATC Property to reduce interference between the ATC and Navajo Nation wellfields. The result, in comparison to Scenario 1, is the Navajo Nation and ATC wellfield yields are improved. The number of months the Navajo Nation target wellfield yield is not met is reduced from 146 to 53 months. For ATC, the number of months target yield is not met reduces from 86 to 0 months (ATC's target yield is met 100 percent of the time).

#### Scenario 4



Figure 8. Example Navajo Nation wellfield layout for Scenario 4.

The Navajo Nation wellfield in Scenario 4 has 24 wells similar to Scenario 2, except the three wells across the river from ATC's wells are moved upstream (east) of the ATC Property to reduce interference between the ATC and Navajo Nation wellfields. In terms of

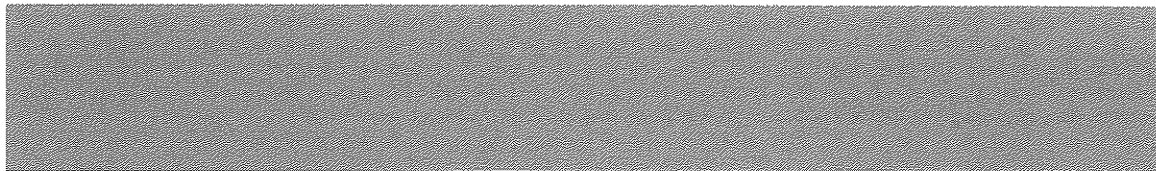
reducing interference and meeting target well yield, this wellfield layout is most favorable among the scenarios. Both the Navajo Nation and the ATC wellfield meet target yields for all months (100 percent) out of 40 years. Table 1 lists a summary of the four scenarios and results. Appendix C includes additional details regarding the results described herein.

**Table 1. Model scenario specification and summary of well yield results.**

Scenario	Well Specification	Target Pumping Rate (AFY)	Well Placement	Number of months in 40 years when target pumping rate is not met (average of 15 model realizations)
1	12 NN Wells	1,660	Three wells moved off ATC Property (north of river)	146
	2 ATC Wells	75	Wells currently active	86
2	24 NN Wells	1,660	Three wells moved off ATC Property (north of river)	5
	2 ATC Wells	75	Wells currently active	46
3	12 NN Wells	1,660	All wells located upstream (east) of ATC Property	53
	2 ATC Wells	75	Wells currently active	0
4	24 NN Wells	1,660	All wells located upstream (east) of ATC Property	0
	2 ATC Wells	75	Wells currently active	0

**Note:** NN = Navajo Nation and ATC = Atkinson Trading Company, Inc.

## SUMMARY OF OPINIONS



*Issue 2:* I analyzed a number of variations of the proposed Navajo Nation wellfield in the Cameron area to develop a better understanding of how to achieve sustainable yield from the Cameron alluvial aquifer system with limited water storage. A key concept of groundwater development from this aquifer system is based on recognizing the importance of variable flow from the Little Colorado River that provides recharge to replenish water stored in the aquifer that is removed by wells. The analysis used herein is based on limited

water-level and aquifer structure data. As future wells are drilled and additional data are collected, I recommend an updated analysis and, if needed, adjustments to associated water development plans. Given the data and interpretations currently available, which were considered in this analysis, and assuming the river flow conditions of the last 20 years as a baseline, if the aquifer supply is managed by minimizing well interference, the aquifer is prospective for sustaining development of 1,660 AFY of water for use by the Navajo Nation and 75 AFY of water for use by ATC. Well interference can be minimized by pumping smaller quantities of water from individual wells over larger areas, rather than pumping from smaller areas with larger individual well pumping rates. Ideally, if the proposed Navajo Nation wellfield is located upstream (east) of the ATC Property, the prospect of sustainable yield for both the Navajo Nation and ATC is improved. I note that the concept of improved alluvial aquifer yield from management of well interference applies regardless of however variable the future hydrologic conditions may be.

## REFERENCES

Theis C.V., 1935, The Relation Between the Lowering of the Piezometric Surface and the Rate and Duration of Discharge of a Well Using Ground-Water Storage: American Geophysical Union, Volume 16, pp. 519-524.

Langevin, C.D., Hughes, J.D., Banta, E.R., Niswonger, R.G., Panday, S., Provost, A.M., 2017, Documentation for the MODFLOW 6 Groundwater Flow Model: U.S. Department of the Interior, Chapter 55 of Book 6. Modeling Techniques, Section A. Groundwater, U.S. Geological Survey Techniques and Methods 6-A55.

Wood Resilient Environments, 2021, Little Colorado River Alluvial Water Supply at Leupp and Cameron: Prepared for: the Navajo Department of Justice, Window Rock, Arizona, For: General Adjudication of All Rights to Use Water in the Little Colorado River System and Sources.

## APPENDIX B - Description of Cameron Area Alluvial Aquifer Model

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## MODEL DESCRIPTION

The model is of the shallow aquifer system that interacts with the Little Colorado River (LCR) along a 14-mile reach of the river (Figure B1). The water supply for Atkinson Trading Company, Inc. (ATC) is diverted from two wells that are completed in this aquifer. The Navajo Nation plans to develop this aquifer system. Balleau Groundwater, Inc. (BGW) developed the model to analyze groundwater yield of the aquifer system with use by ATC combined with use by the Navajo Nation.

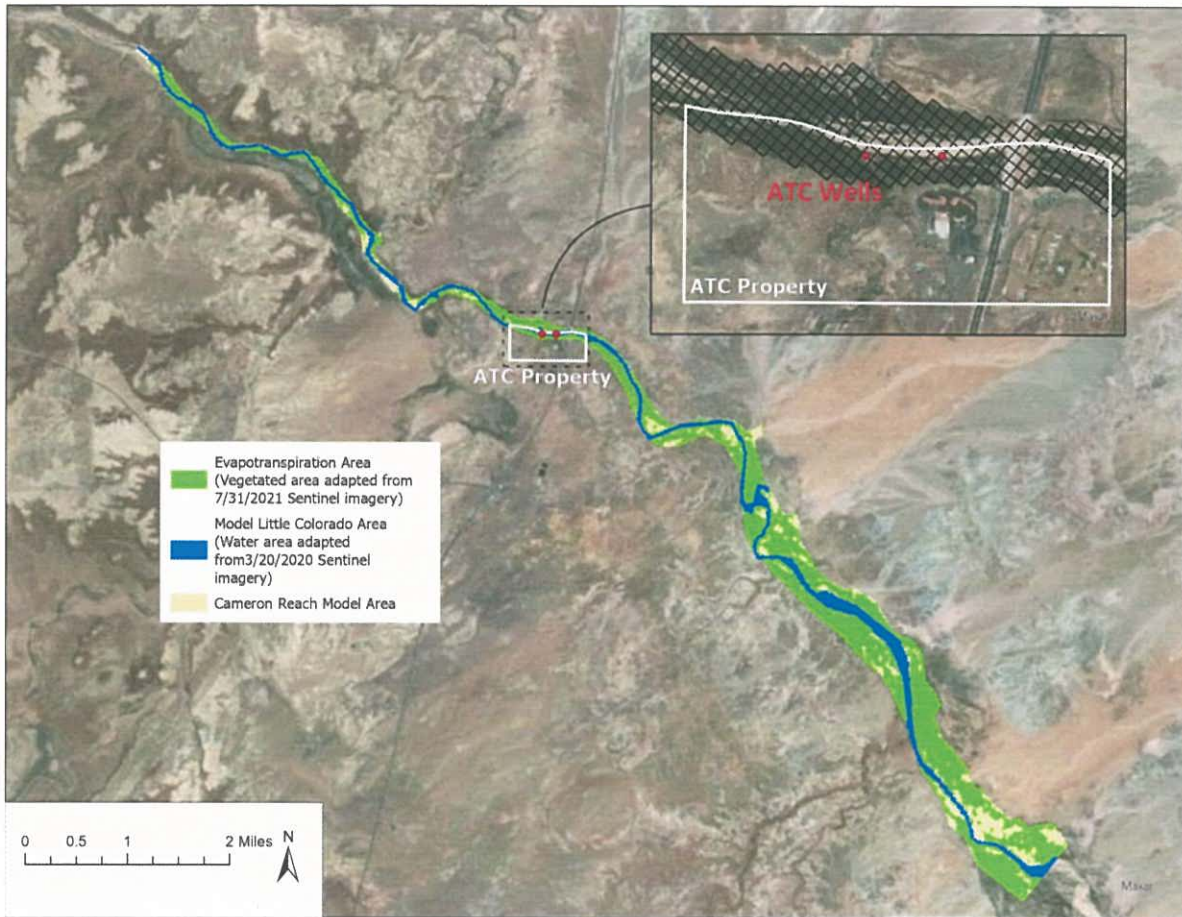


Figure B1. Model of Cameron area alluvial aquifer.

## Simulation Method

The model is based on MODFLOW 6 version 6.2.2 (Langevin and others, 2017). The model operates with 15 different realizations to examine the sensitivity of aquifer yield results to a plausible range of model parameters and other specifications related to aquifer structure and boundary conditions. Details of the model realizations are described in the *Aquifer Properties* section below.



Langevin, C.D., Hughes, J.D., Banta, E.R., Niswonger, R.G., Panday, S., Provost, A.M., 2017, Documentation for the MODFLOW 6 Groundwater Flow Model: U.S. Department of the Interior, Chapter 55 of Book 6. Modeling Techniques, Section A. Groundwater, U.S. Geological Survey Techniques and Methods 6-A55.  
<https://www.usgs.gov/software/modflow-6-usgs-modular-hydrologic-model>

## Model Grid Development

The groundwater system is spatially represented by a grid with 2 layers, 110 rows and 634 columns (Figure B1). The grid is constructed of square cells that have sides of 100 feet. The active grid area covers an area of 2024 acres along a 15-mile reach of the LCR.

The model grid layers represent the stratigraphic column depicted on Figure B2.

Layer	Geologic Column <sup>1</sup>				Thickness (ft)	Kxy (ft/d)	Kz (ft/d)	Sy (-)	Ss (-ft)
1 <sup>2</sup>	Qs/Qf - Stream-channel/Flood-plain deposits				+/-30	41.5 - 315	0.415 - 31.5	0.1 - 0.2	2.00E-06
2 <sup>3</sup>	Qs/Qf - Older Alluvium	Trcs - Chinle Formation, Shinarump Member	Tm - Moenkopi Formation	Pk - Kaibab Formation	40	7 - 15	0.7 - 1.5	0.1 - 0.2	2.00E-06

Figure B2. Modeled geologic column and aquifer parameters.

### Figure B2 notes:

1) Geologic column adapted from Billingsley and others (2007).

Billingsley, G.H., Priest, S.S. and Felger, T.J., 2007, Geologic Map of the Cameron 30' x 60' Quadrangle, Coconino County, Northern Arizona: U.S. Geological Survey Scientific Investigations Map 2977 (<https://pubs.er.usgs.gov/publication/sim2977>).

2) The top of layer one is derived from 1/3 arc-second digital elevation model (DEM) data (USGS National Elevation Dataset (NED) accessed via ESRI Online, August 13, 2021) and stream channel elevations. Stream channel elevations are derived by linear interpolation through elevation data (surveys) from Dean and Topping (2019, Figures DR8 and DR10) and the DEM.

ESRI Digital Elevation Models: <https://pro.arcgis.com/en/pro-app/latest/tool-reference/spatial-analyst/exploring-digital-elevation-models.htm>

Dean, D.J., and Topping, D.J., 2019, Geomorphic change and biogeomorphic feedbacks in a dryland river: The Little Colorado River, Arizona, USA: GSA Bulletin, <https://doi.org/10.1130/B35047.1> (GSA Data Repository Item 2019158).

The bottom of model Layer 1 is 30 feet below the streambed. The 30-foot thickness of Qs/Qf is adapted from Billingsley (2007, page 13) and well log 03T-551(Greenslade 2021, Appendix A) and

well log 55-918880 (AZDWR, <https://gisweb.azwater.gov/WellRegistry/SearchWellReg.aspx>, accessed 4/30/2020). ATC owns well 55-918880 (shown as the west well on Figure B1). Since the land surface adjacent to the streambed is based the DEM and the Dean and Topping (2019) elevation surveys, the thickness of floodplain deposits in model Layer 1 can be somewhat greater than or less than 30 feet.

3) Model Layer 2 represents bedrock or older alluvium adjacent to Qs/Qf (Layer 1) with a thickness interpreted from well log 55-918880 (AZDWR, accessed 4/30/2020).

## Aquifer Properties

Each model scenario is simulated with 15 realizations to examine sensitivity of aquifer yield results to a plausible range of model parameters and other specifications related to aquifer structure and boundary conditions. Table B1 shows the variations to model parameters and aquifer structure.

Table B1. Model realizations for examining sensitivity of well yield from aquifer.

Model Realization	Layer 1 K <sub>xy</sub>	Layer 2 K <sub>xy</sub>	Layer 1 K <sub>z</sub>	Layer 2 K <sub>z</sub>	Layer 1 S <sub>y</sub>	Layer 2 S <sub>y</sub>	Model Area	Layer 2	Riverbed K <sub>z</sub>	ET	General Head Boundary
1	83	15	8.3	1.5	0.20	0.20			1	50%	
2	83	15	8.3	1.5	0.15	0.15			1	50%	
3	83	15	8.3	1.5	0.10	0.10			1	50%	
4	83	15	8.3	1.5	0.20	0.20			0.1	50%	
5	83	15	8.3	1.5	0.20	0.20			10	50%	
6	83	15	8.3	1.5	0.20	0.20			1	25%	
7	83	15	8.3	1.5	0.20	0.20			1	100%	
8	83	15	8.3	1.5	0.20	0.20			1	50%	Inactive
9	83	--	8.3	--	0.20	--		Inactive	1	50%	L2 Inactive
10	83	15	8.3	1.5	0.20	0.20	Reduced		1	50%	Inactive
11	315	15	31.5	1.5	0.20	0.20			1	50%	
12	166	15	16.6	1.5	0.20	0.20			1	50%	
13	166	7	16.6	0.7	0.20	0.20			1	50%	
14	41.5	15	4.15	1.5	0.20	0.20			1	50%	
15	83	15	8.3	1.5	0.10	0.10			0.1	50%	

Note: K is in units of ft/day. ET is percentage of net ET shown on Figure B5 in section *Riparian Evapotranspiration* below.

### Standard Case

The standard case is Realization 1, which translates to a transmissivity,  $T$ , in layers 1 and 2 of 2,500 and 600 ft<sup>2</sup>/day, respectively.  $T$  of model layer 2 is estimated based on a 7-hour specific capacity test on ATC's well 55-918880.<sup>1</sup>  $T$  of model layer 1 is based on our observation that specific capacity of Navajo Nation wells (03T-551 and 037-552) translates to a  $T$  that is less than the range reported by Dr. Leeper in the Wood Report ( $T = 4,970$  and  $9,461$  ft<sup>2</sup>/day). Accordingly, the standard case uses

<sup>1</sup>  $T$  is estimated from specific capacity using the equation  $Q/s = T/2000$  as described in Driscoll, F., 1987, *Groundwater and Wells*: copyright 1986 by Johnson Division, St. Paul Minnesota 55112, second printing 1987, ISBN 0-9616456-0-1, p. 1021).

a  $T$  that is about half of Dr. Leeper's low-end value. Dr. Leeper's reported  $T$  values, however, are included in the analysis in realizations 11, 12 and 13. Vertical hydraulic conductivity,  $K$ , is assumed to be 1/10 of horizontal  $K$ .<sup>2</sup> Specific yield,  $S_y$ , is assumed to be 0.20 in the standard case.

### Other Cases

Realizations 2 and 3 examine the variability of specific yield. Well yield results are sensitive to this parameter as it directly relates to the unit volume of water released from storage (sediment porosity) per volume of aquifer.

Realizations 4 and 5 inspect the sensitivity of well yield to vertical hydraulic conductivity of the streambed. Results are sensitive to this parameter because it affects the amount of recharge to the aquifer from river flow. The sustainable yield from the alluvial aquifer is not very sensitive to the change from 1 to 10 ft/day; however, the change from 1 to 0.1 ft/day limits recharge and reduces the well yield sustainable from the aquifer.

Realizations 6 and 7 vary the amount of ET available for capture by well pumping in the alluvial aquifer. Aquifer yield results are not significantly sensitive to this parameter.

Realizations 8, 9 and 10 examine the effect that aquifer boundary conditions and structure have on alluvial aquifer sustainability. It turns out that results are not sensitive to these parameters indicating the boundary conditions are far enough away from the simulated wellfields to prevent an artificial effect in the analyses.

Realizations 11 and 12 represent the  $T$  values reported by Dr. Leeper ( $T = 4,970$  and  $9,461$  ft<sup>2</sup>/day).  $T$  affects sustainable yield from the alluvial aquifer.

Realization 13, as is the case with Realization 9, indicates model layer 2 hydraulic conductivity does not significantly affect well yield from the alluvial aquifer.

Realization 14 analyzes the lowest range of  $T$  in the alluvial aquifer (1,250 ft<sup>2</sup>/day).

Realization 15 simultaneously evaluates the sensitivity of alluvial aquifer sustainable yield to the two most sensitive parameters: specific yield and vertical hydraulic conductivity of the streambed. Sustainable yield from the alluvial aquifer is highly sensitive to Realization 15.

### **Simulated Time Period**

Model simulated time represents 40-year water development scenarios with monthly stress periods. The 40-year period is based on a repeat of the last 20 years of river flow and evapotranspiration on the LCR, which is the driest 20 years on record (Figure B3). The development period projects from a steady initial condition.

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<sup>2</sup> As it turns out, vertical  $K$  of the model layers is not a significant factor in the analysis because alluvial aquifer yield is not significantly sensitive to the presence of model layer 2.

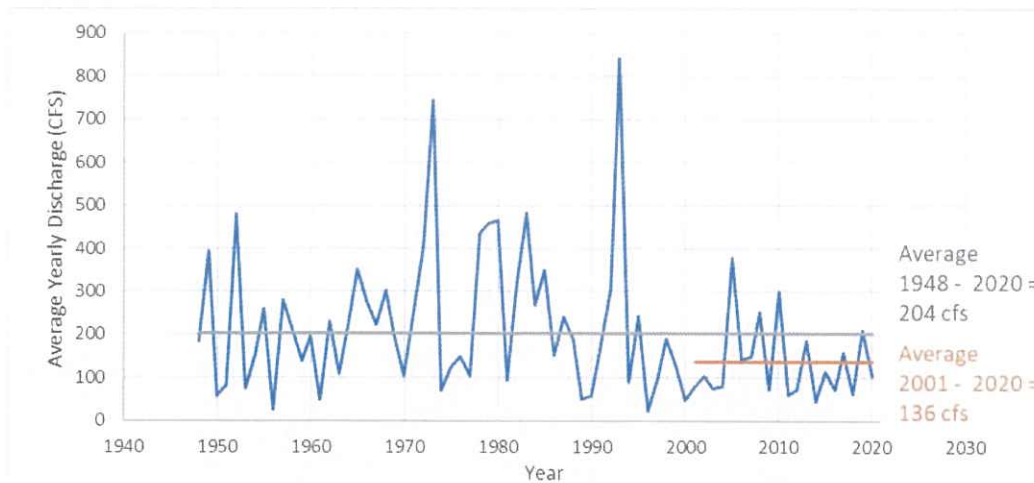


Figure B3. Historical record of flow at USGS Cameron gage on Little Colorado River.

## Groundwater Inflow and Outflow

General head boundaries (GHB) are set on the upstream and downstream ends of the model domain to account for groundwater inflow and outflow to unmodeled portions of the alluvial aquifer. The parameter is set up by first specifying the head on the boundary and observing head and flow conditions in the model domain. We observed a head gradient of 4 feet per mile when simulated river flow is less than 1 cubic foot per second (cfs) and a head gradient of 5 feet per mile during months with greater river flow. The GHB is specified to project these conditions beyond the extent of the model domain. The gradient is referenced to the stream bed elevation at the model ends. The GHB transmissivity is 2850 ft<sup>2</sup>/d, which is similar to the Standard Case model.

## Little Colorado River

The interaction of the LCR with the alluvial aquifer is simulated with the MODFLOW RIV6 Package. Data from the USGS Cameron flow gage indicates the LCR has been dry about 43 percent of the time over the last 20 years. The model concept is that the LCR naturally provides recharge to the alluvial aquifer. When wells divert water from the alluvial aquifer, stored water in the aquifer is removed, resulting in potential for a greater quantity of recharge than otherwise would occur without the groundwater development. That is, well diversions provide space in the aquifer that can be recharged from the LCR when it flows. Managing a limited-storage aquifer supply, such as the LCR alluvial aquifer, involves a balance between developing stored groundwater at a rate per well that can be reasonably sustained during periods when the river is not flowing, while also creating space in the aquifer that can be replenished when the river flows. Of course, additional water management operations can be implemented to store water during extended periods without river recharge; however, striving to develop a reliable supply from the aquifer is a prudent management approach.

Below we describe how the LCR is simulated in the model to account for recharge that occurs to the alluvial aquifer when the river flows. The active river area is shown on Figure B1.

We interpreted the active river area from remote sensing imagery (Sentinel scene S2A\_MSIL2A\_20200320T180031 on March 20, 2020 (ESA data,

<https://sentinels.copernicus.eu/web/sentinel/missions/sentinel-2>, via <https://cloud.google.com/storage/docs/public-datasets/sentinel-2> on a day (Mar 20, 2020) with LCR mean monthly flow near 1,500 cfs, which results in an active stream area that envelopes most flood flows (the actual monthly average flow on Mar 20, 2020 was 1,470 cfs). That river condition is adjusted in the model based on the magnitude of river flow in the 40-year simulation. Additional detail is below.

The model simulates width and stage of the river under variable flow conditions. The active river area is based on USGS field data at the USGS Winslow Gage on the LCR (Figure B4).<sup>3</sup> These channel width and depth relationships are applied to average monthly LCR flow values across the model reach for groundwater development scenarios.<sup>4</sup> The average monthly flow values are derived from the difference in flow between the USGS Winslow and Cameron flow gages. The catchment for the model area represents 28 percent of the total catchment area between the two USGS gages.<sup>5</sup> Accordingly, 28 percent of the average monthly flow change between the two gages represents a quantity of flow that defines a channel width and stage along the active river area in the model. Additionally, we subtract 19.7 cubic feet per second from river flow upstream of the model to account for 15,000 acre-feet per year (AFY) planned to be developed by the Navajo Nation in the Leupp and Birdsprings area alluvial aquifer (see Wood Report, p. 14).

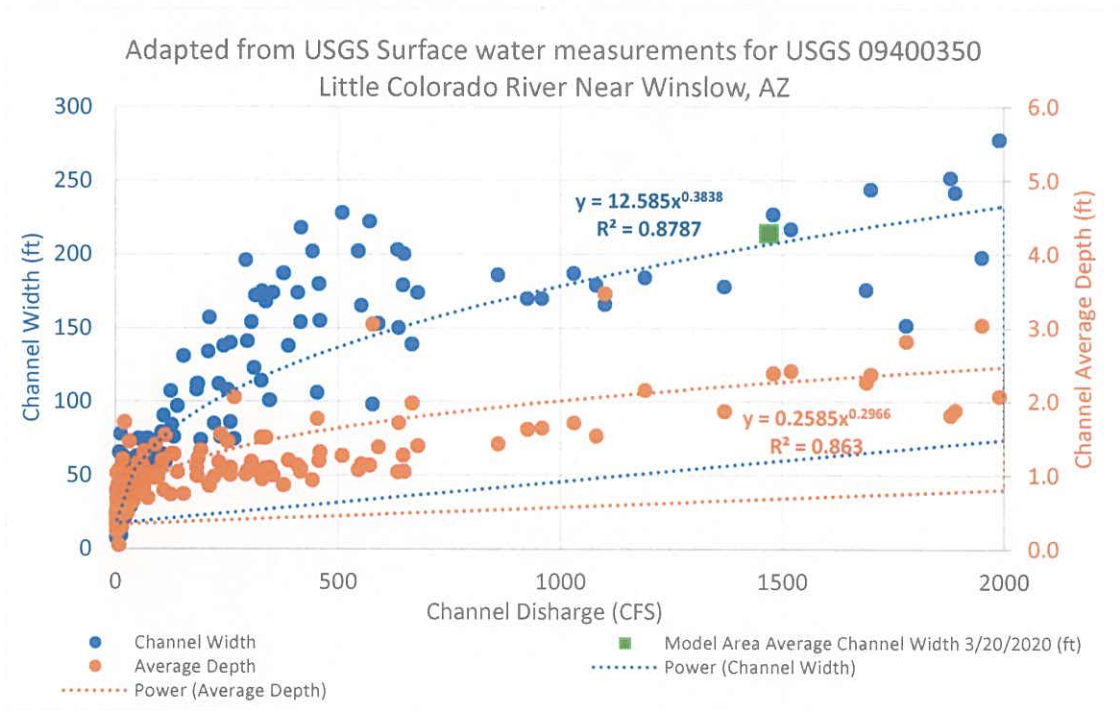


Figure B4. Little Colorado River channel geometry.

<sup>3</sup> Monthly flow at Winslow and Cameron gages accessed Aug 18, 2020. Winslow Gage: [https://waterdata.usgs.gov/nwis/inventory?agency\\_code=USGS&site\\_no=09400350](https://waterdata.usgs.gov/nwis/inventory?agency_code=USGS&site_no=09400350), Cameron Gage: [https://waterdata.usgs.gov/nwis/inventory?agency\\_code=USGS&site\\_no=09402000](https://waterdata.usgs.gov/nwis/inventory?agency_code=USGS&site_no=09402000).

<sup>4</sup> The average active channel width observed on remote sensing imagery on March 20, 2020 is charted on Figure B4 and shown to reasonably fit the flow/channel width relationship observed by the USGS at the Winslow gage.

<sup>5</sup> Drainage areas of the Little Colorado River are derived from 30-meter digital elevation model data obtained from ESRI (ArcGIS Pro ...Ready To Us toolbox/Hydrology toolset: <https://pro.arcgis.com/en/pro-app/latest/tool-reference/ready-to-use/watershed.htm>).

## Riparian Evapotranspiration

We inspected recent imagery and identified 1,053 acres of riparian vegetation (August 2021 Sentinel imagery (L2A\_T12SVE\_A023090\_20210807T181027)). (ESA data, <https://sentinels.copernicus.eu/web/sentinel/missions/sentinel-2>, via <https://cloud.google.com/storage/docs/public-datasets/sentinel-2>). NASA manages and distributes data through its North American Land Data Assimilation System (NLDAS-2), which includes an estimation of potential evaporation and precipitation in the model area along the LCR. Details of the analyses are available at NASA, [https://disc.gsfc.nasa.gov/datasets/NLDAS FORA0125 H 002/summary](https://disc.gsfc.nasa.gov/datasets/NLDAS_FORA0125_H_002/summary). We subtracted precipitation from potential evaporation to quantify net evapotranspiration (ET) from the model area. The monthly values from Jan 2001 to Dec 2020 are shown on Figure B5. Net ET includes source water contributions from moisture content in the vadose zone and the root zone that accesses the regional water table. Accordingly, we analyze the net ET component of the model by considering the sensitivity of model results to the full net ET on Figure B5 and by scaling that quantity down to 50 percent and 25 percent (see the *Note* on Table B1). The modeled extinction depth is 15 feet below the land surface, which typically envelopes the root zone of salt cedar and willow (McAda and Barroll, 2002, p. 38, <https://pubs.er.usgs.gov/publication/wri20024200>).

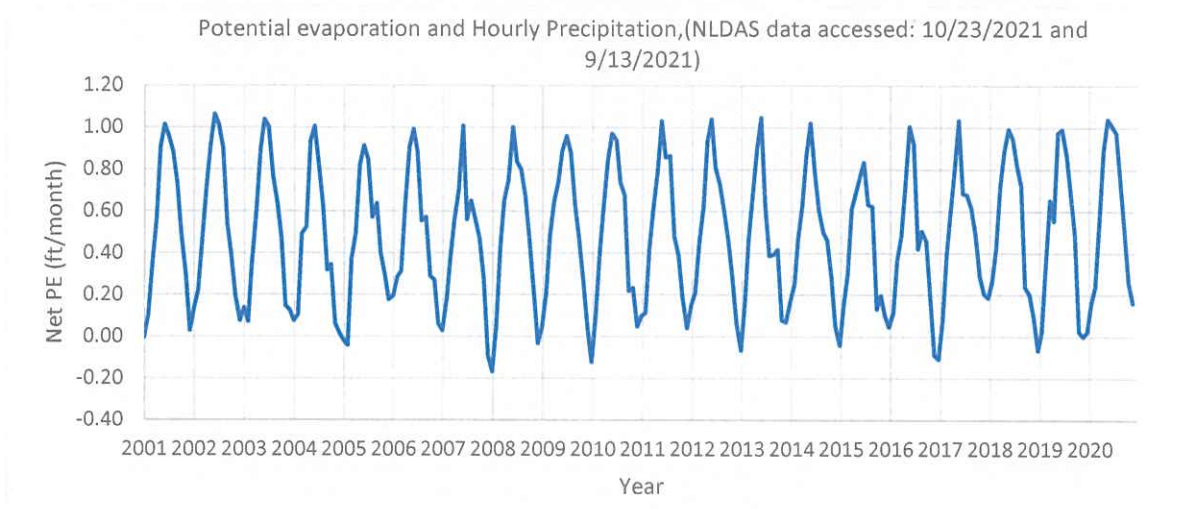


Figure B5. Net monthly potential evaporation.

## MODEL FLOW BUDGET

A general flow budget for the model over the 40-year simulation period is shown on Figure B6, which is a stacked area chart of modeled flow components. The simulation represents an example baseline with ATC pumping 75 AFY. The pumping is represented in the Multi-Aquifer Well (MAW) component of MODFLOW 6. Other flow components include net General Head Boundary (GHB), net storage (aquifer specific yield (SY)), net river (interaction of the LCR with the

aquifer) and net ET (evapotranspiration from riparian vegetation). A key observation in behavior of the system is the balanced response between river recharge, aquifer storage and ET. After drier than average periods, aquifer water levels decrease. When the river floods, the water source recharges the aquifer resulting in rising water levels (increased aquifer storage) and an associated increase in ET.

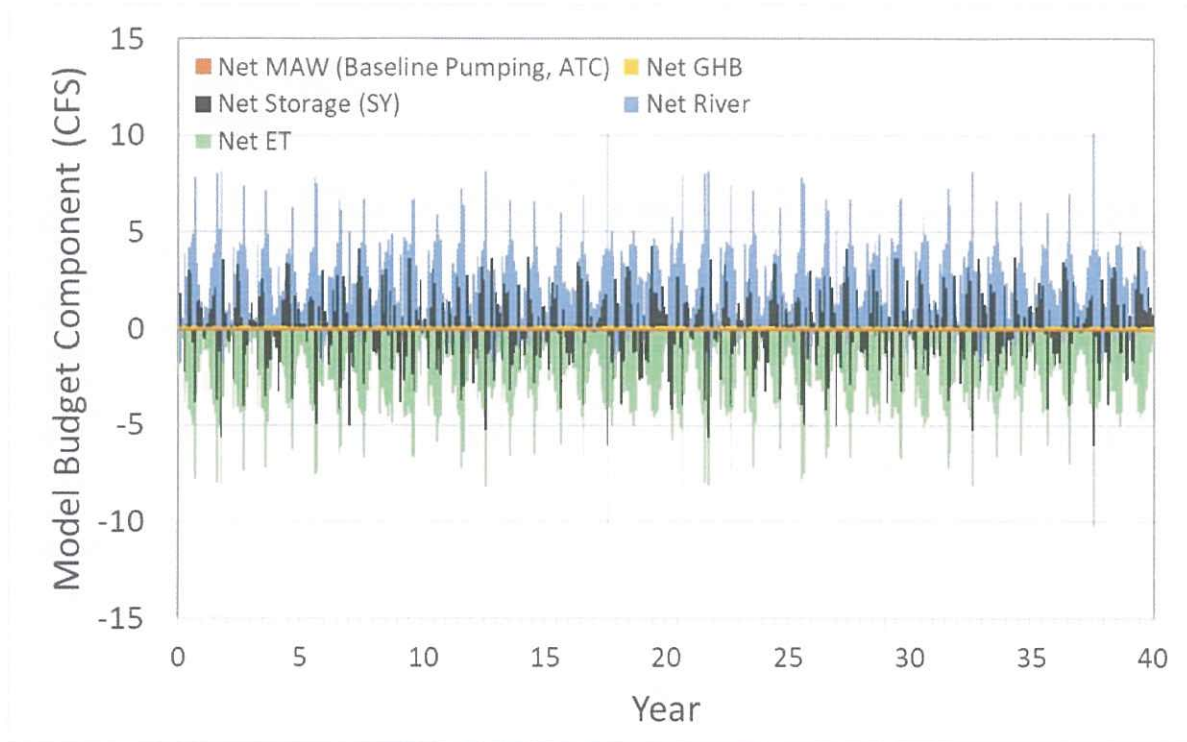


Figure B6. Monthly flow budget over 40 years.

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## APPENDIX C - Model Scenario Results

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This appendix presents a set of charts that illustrate the method for interpreting the number of months that the target pumping rate is not met (see Table 1 on p. 14 the report). The approach involves using a pumping water level (PWL) that, over a 40-year simulation, is a combined average of the number of wells in the simulated wellfield and of the 15 realizations of the model. That number is then compared to the average pumping reserve of the of the 12-well pumping case for the Navajo Nation (NN) wellfield. The PWL lowering into the pumping reserve, represents a condition in which the well yield must decline to maintain net positive suction head (NPSH). Accordingly, we interpret the condition of the average pumping water level (described above) lowering into the pumping reserve to represent a case in which the target yield is not met. Summary charts for each of the four scenarios are below.

### SCENARIO 1

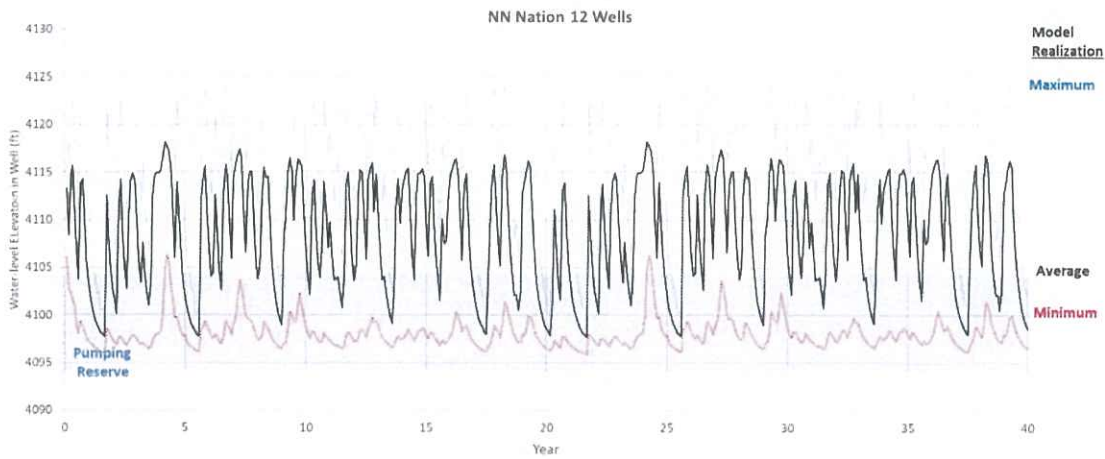


Figure C1. Scenario 1: Average PWL relative to pumping reserve in wellfield. The maximum and minimum PWLs from the 15 realizations are also shown to indicate range of PWL results.

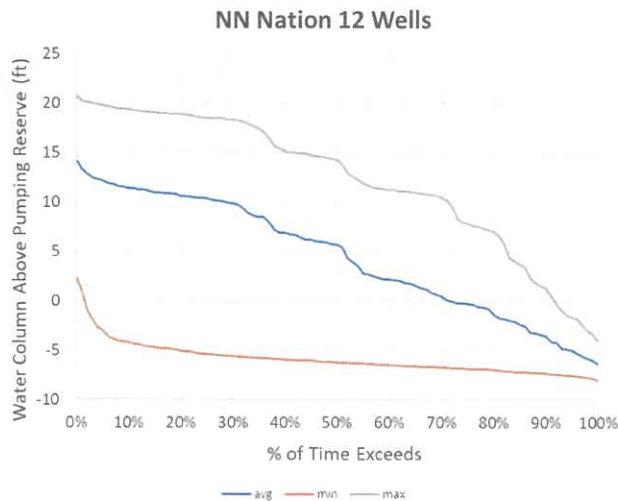


Figure C2. Scenario 1: Percent of time that average PWL is above the pumping reserve over the 40-year simulation.

## SCENARIO 2

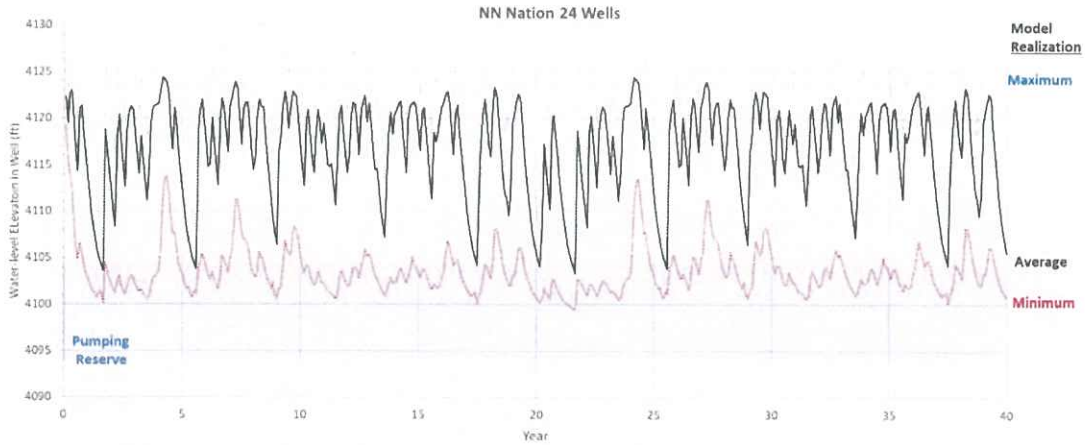


Figure C3. Scenario 2: Average PWL relative to pumping reserve in wellfield. The maximum and minimum PWLs from the 15 realizations are also shown to indicate range of PWL results.

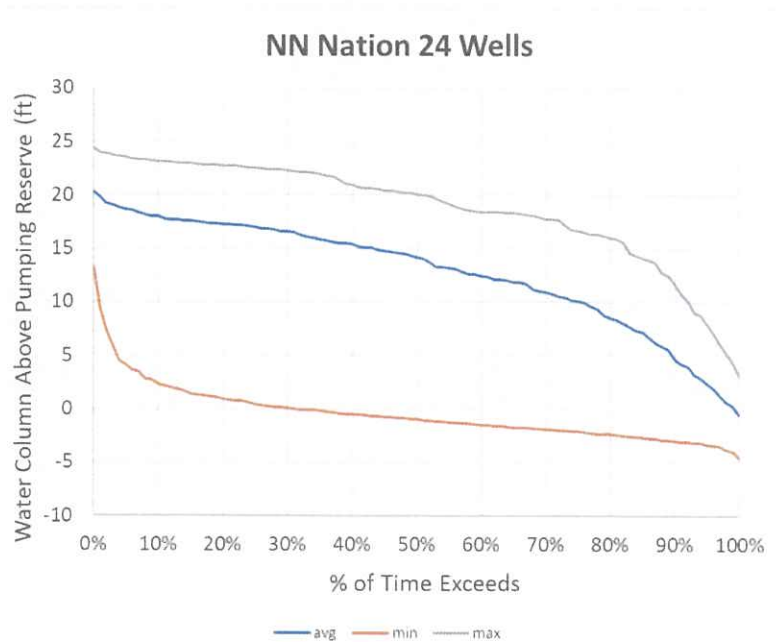


Figure C4. Scenario 2: Percent of time that average PWL is above the pumping reserve over the 40-year simulation.

### SCENARIO 3

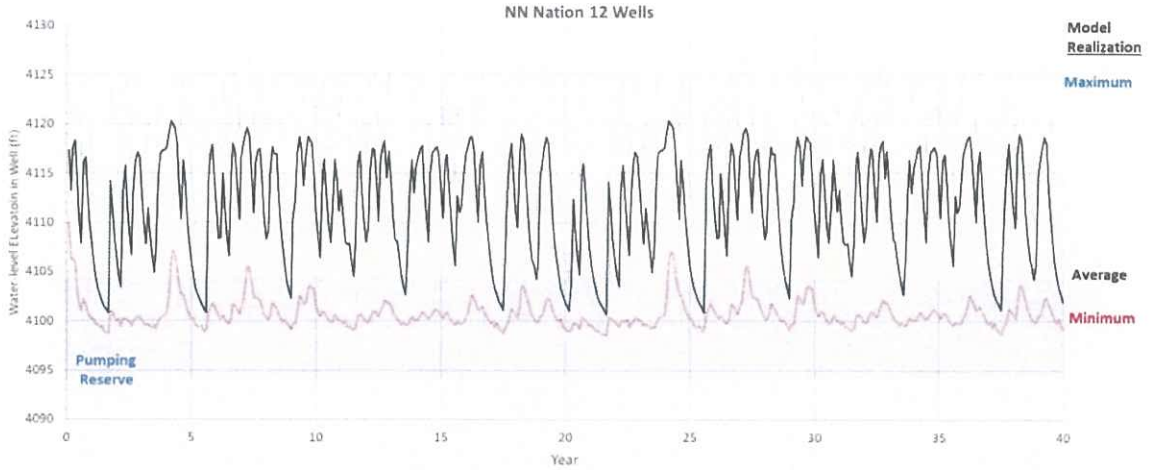


Figure C5. Scenario 3: Average PWL relative to pumping reserve in wellfield. The maximum and minimum PWLs from the 15 realizations are also shown to indicate range of PWL results.

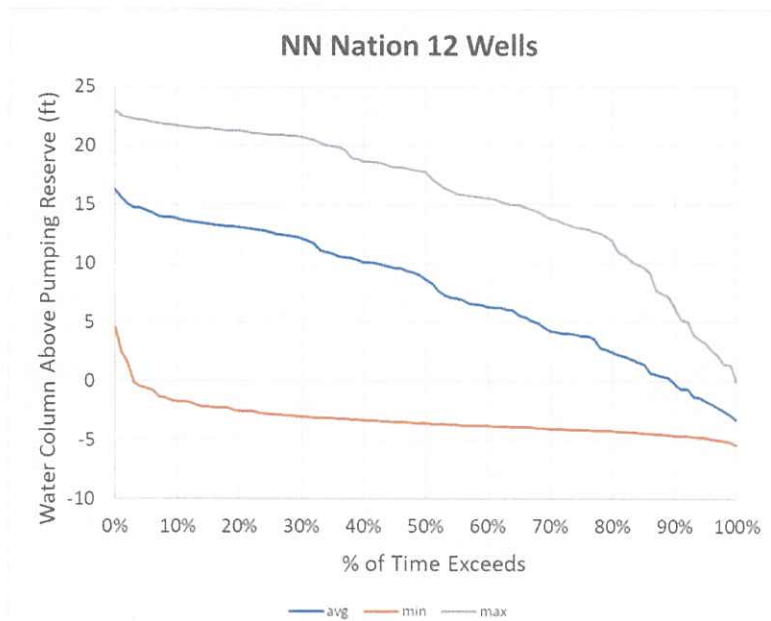


Figure C6. Scenario 3: Percent of time that average PWL is above the pumping reserve over the 40-year simulation.

## SCENARIO 4

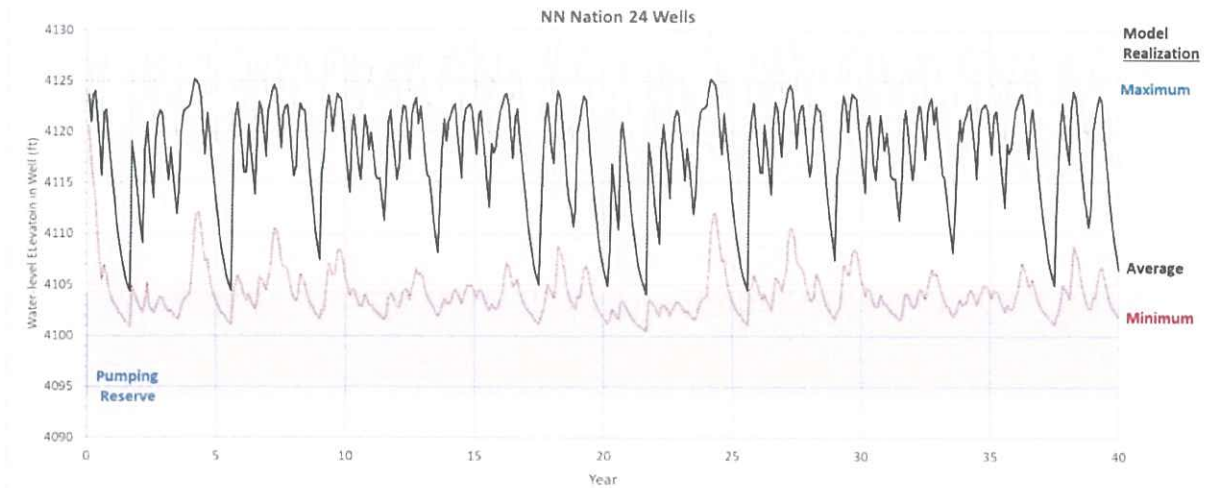


Figure C7. Scenario 4: Average PWL relative to pumping reserve in wellfield. The maximum and minimum PWLs from the 15 realizations are also shown to indicate range of PWL results.

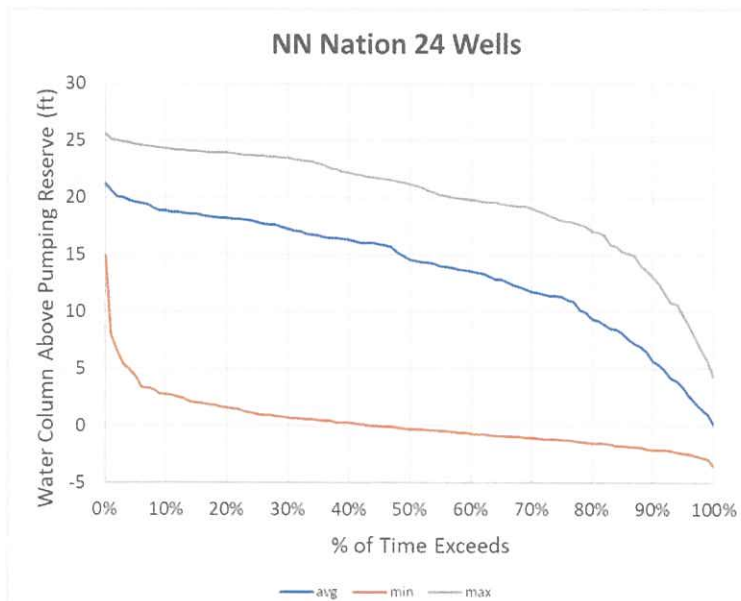


Figure C8. Scenario 4: Percent of time that average PWL is above the pumping reserve over the 40-year simulation.



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**EXHIBIT 8.5.4**

**ATTACHED**

**ABSTRACT OF ATKINSON TRADING COMPANY, INC.  
Little Colorado River Adjudication**

<b>ATKINSON TRADING COMPANY, INC.</b>		
<b>1.</b>	<b>Name of Reservoirs (Facility)</b>	n/a
<b>2.</b>	<b>Owner of Reservoir.</b>	n/a
<b>3.</b>	<b>Landowner.</b>	Atkinson Trading Company, Inc. dba Cameron Trading Post
<b>4.</b>	<b>Statement of Claimant No.(s)./Certificate</b>	39-84050 39-88848 (Certificate 3930.0001)
<b>5.</b>	<b>Statement of Claimant Name(s).</b>	Atkinson Trading Company, Inc. d/b/a Cameron Trading Post
<b>6.</b>	<b>Lessee or Permittee.</b>	n/a
<b>7.</b>	<b>Beneficial Use.</b>	Domestic, Commercial, to support operation of the Cameron Trading Post
<b>8.</b>	<b>Priority Date.</b>	Pre-1919 (1916)
<b>9.</b>	<b>Quantity.</b>	24,000,000 gallons annually
<b>10.</b>	<b>Places of Use.</b>	Off-Reservation land owned in fee by the Atkinson Trading Company upon which is situated the Cameron Trading Post and associated facilities and infrastructure, including two water wells, described in Arizona Department of Water Resources Certificate of Water Right 3930.0001 as land within the SW1/4SE1/4 and the SE1/4SE1/4, the wells located as within the NW1/4SE1/4 all being within Section 22, Township 29 North, Range 9 East, Gila and Salt River Base and Meridian, Coconino County, Arizona; comprising approximately 141 acres and as more particularly described in the map attached hereto.



**ATKINSON TRADING COMPANY, INC.**

<b>11.</b>	<b>Points of Diversion.</b>	Two wells located within the following:  NW ¼ SE ¼, Section 22, Township 29' North, Range 9 East, Gila and Salt River Basin and Meridian, Coconino County, Arizona
<b>12.</b>	<b>Source of Water.</b>	Little Colorado River



**Atkinson Trading Co. Wells**

**Atkinson Trading Co. /  
Cameron Trading Post Fee Property**

**Little Colorado River**

**Flagstaff  
(Approx. 50 mi)**



0.5 Mile

0

**EXHIBIT 8.8.2**

**ATTACHED**



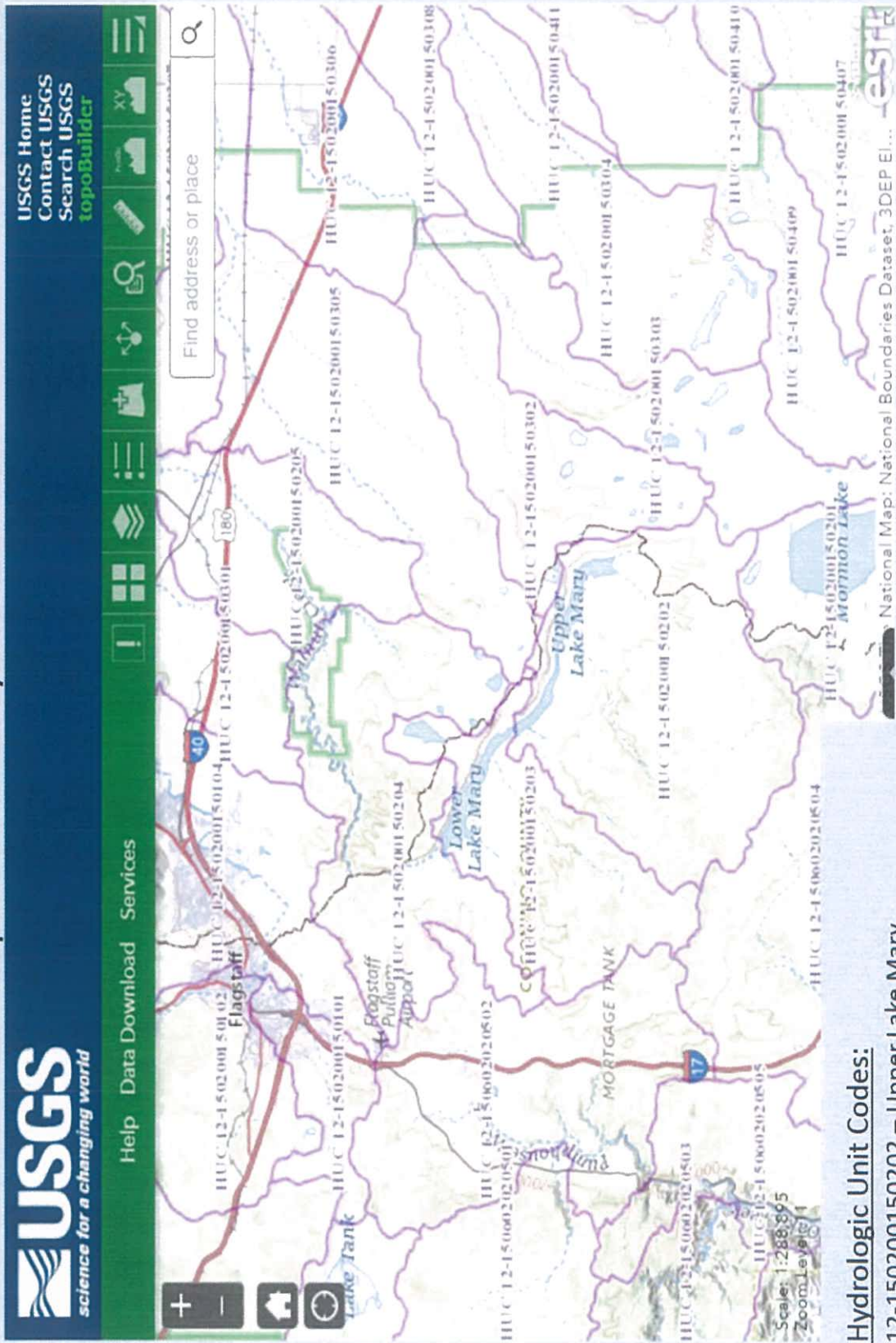
**EXHIBIT 8.8.3**

**ATTACHED**

# Northeastern Arizona Indian Water Rights Settlement

## EXHIBIT 8.8.3

### Map of Lake Mary Watershed



#### Hydrologic Unit Codes:

- 12-150200150202 – Upper Lake Mary
- 12-150200150203 – Lower Lake Mary
- 12-150200150204 – downstream of Lower Lake Mary

Basemap image from the U.S. Geological Survey

**EXHIBIT 9.10**

**ATTACHED**

EXHIBIT 9.10

Certain Agreements Among the United States, the Hopi Tribe, the Navajo Nation, Bar T Bar, and the Arizona State Land Department Concerning Underground Water and Related Rights and Obligations in the Navajo Hopi C-Aquifer Pumping Restriction Area and Bar T Bar Ranch



EXHIBIT 9.10

CERTAIN AGREEMENTS AMONG THE UNITED STATES, THE HOPI TRIBE, THE NAVAJO NATION, BAR T BAR,  
AND THE ARIZONA STATE LAND DEPARTMENT CONCERNING UNDERGROUND WATER AND RELATED  
RIGHTS AND OBLIGATIONS IN THE NAVAJO HOPI C-AQUIFER PUMPING RESTRICTION AREA AND BAR T  
BAR RANCH

1. Reference to the Agreement. This Exhibit 9.10 is attached to and a part of that certain Northeastern Arizona Indian Water Rights Settlement Agreement (the "Agreement").
2. Parties. The parties to this Exhibit 9.10 are the United States acting as trustee for the Hopi Tribe, the United States acting as trustee for the Navajo Nation, the Hopi Tribe, the Navajo Nation, Bar T Bar Ranch, Inc., Bar T Bar Ranch Company, LP, Meteor Crater Enterprises, Inc. (Bar T Bar Ranch, Inc., Bar T Bar Ranch Company, LP, Meteor Crater Enterprises, Inc., collectively hereinafter referred to as "Bar T Bar") and the Arizona State Land Department. The terms of this Exhibit 9.10 are binding on the parties to this Exhibit 9.10 and their successors and assigns in perpetuity. For purposes of this Exhibit 9.10, reference to any named party refers to the named party and third parties acting on its behalf.
3. Definitions. Initially capitalized terms not otherwise defined in this Exhibit 9.10 shall have the meanings ascribed to such terms in the Agreement. Shorthand references in this Exhibit 9.10 to "T[##]N R[##]E" refer to Townships and Ranges, Gila and Salt River Base and Meridian, Coconino County, Arizona.
4. Conflict or Inconsistency. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Exhibit 9.10, the terms of this Exhibit 9.10 shall govern and control.
5. Navajo Hopi C-Aquifer Pumping Restriction Area. In addition to the "Bar T Bar Ranch Pumping Restriction Area" (defined below), this Exhibit 9.10 pertains to certain land and related rights owned as of the Effective Date by (i) the United States in trust for the benefit of the Hopi Tribe, (ii) the United States in trust for the benefit of the Navajo Nation, (iii) the Hopi Tribe, (iv) the Navajo Nation, and (v) the Arizona State Land Department, within the geographic area described as follows:
  - a. T20N R11E.
  - b. T20N R12E, except those portions of Sections 24 and 36 outside Arizona State Land Department Grazing Lease 05-474 (attached to this Exhibit 9.10 as Attachment A).
  - c. Sections 10, 11, 13, 14, 15, 23 and 24, T20N R12.5E, except those portions of Sections 10 and 14 lying northeast of the centerline of the BNSF railroad right of way.
  - d. Sections 19, 29 and 30, T20N R13E, except those portions of Section 30 lying northeast of the centerline of the BNSF railroad right of way.
  - e. Sections 20, 29, 30, 31 and 32, T21N R11E.
  - f. Portions of Section 19, T21N R11E.

The geographic area described in this paragraph 5 is hereinafter referred to as the “Navajo Hopi C-Aquifer Pumping Restriction Area” and is depicted in Figure 1 attached to this Exhibit 9.10 and incorporated herein by this reference.

6. Buffer Zone 1 and Buffer Zone 2 Not Applicable. Without limiting the generality of paragraph 4 of this Exhibit 9.10, Buffer Zone 1 and Buffer Zone 2 do not include, and Subparagraphs 9.4, 9.5, 9.6, 9.7, 9.8 and 9.9 of the Agreement shall have no application to, land within the Navajo Hopi C-Aquifer Pumping Restriction Area that is leased, owned, or otherwise controlled by the Hopi Tribe, or has been condemned for the benefit of the Hopi Tribe, or is held in trust by the United States for the benefit of the Hopi Tribe, regardless of when such lease, ownership, control, or trust status commences.
7. Hopi Tribe Buffer North. Following the Effective Date, no new Non-Exempt Wells shall be drilled in:
  - a. The north one mile of Sections 1 and 3, or anywhere in Sections 2 and 4, T20N R11E.
  - b. The north one mile of Sections 1, 3, and 5, or anywhere in Sections 2 (to the extent included with the Navajo Hopi C-Aquifer Pumping Restriction Area), 4 and 6, T20N R12E.

The geographic area described in this paragraph 7 is depicted in Figure 1 and identified in Figure 1 as the “Hopi Tribe Buffer North.”

8. Hopi Tribe Buffer West. Following the Effective Date, the Hopi Tribe shall not drill any new Non-Exempt Wells as follows in T21N R11E:
  - a. Within a 0.75 mile radius of the Wells registered with ADWR as Well No. 55-220247 and Well No. 55-220248 (the “Protected Wells”) as depicted in Figure 2 attached to this Exhibit 9.10 and incorporated herein by this reference.
  - b. Within one mile of the western boundary of the 1934 Navajo Reservation and north of the Protected Wells in Sections 19 and 20.
  - c. Within Section 32 outside the western boundary of the 1934 Navajo Reservation and south of the Protected Wells.

The geographic area described in this paragraph 8 is depicted in Figure 2 and identified in Figure 2 as the “Hopi Tribe Buffer West.”

9. Limitation on Hopi Pumping. The Hopi Tribe may pump an amount of Underground Water not to exceed 6,570 AFY, collectively, from the following areas:
  - a. “Hopi Tribe Buffer South,” which means the geographic area between Hopi Tribe Buffer North and 6 miles south and west of the southern boundary of the Navajo Reservation encompassed within T20N R11E, T20N R12E, T20N R12.5E, and T20N R13E as depicted in Figure 1.
  - b. Hopi Tribe Buffer West insofar as there are existing Non-Exempt Wells within this buffer as of the Effective Date, such as the Hopi Bluebird Well.

New Exempt Wells are not limited or restricted in the Navajo Hopi C-Aquifer Pumping Restriction Area or elsewhere on Hopi fee land or land held in trust by the United States for the benefit of the Hopi Tribe.

10. Location, Use, and Capacity of Hopi Wells. The Hopi Tribe's Wells in Hopi Tribe Buffer South and in Section 31, T21N R11E, shall not be subject to any limits on use (individually or collectively for any one or more uses), location, or individual Well capacity; provided, however, that the Hopi Bluebird Well shall not exceed a pumping capacity of 450 GPM, and the Hopi Bluebird Well may only be replaced with a Well limited to a pumping capacity of 450 GPM or less, located at a site no farther than 660 feet from the location of the Hopi Bluebird Well as of the Effective Date. The Hopi Bluebird Well may be operated in conjunction with the replacement Well as long as the combined Underground Water withdrawal from both Wells does not exceed 450 GPM.
11. Bluebird Buffer. Following the Effective Date, neither the Navajo Nation nor the Arizona State Land Department shall drill any new Non-Exempt Wells within 0.50 miles of the Hopi Bluebird Well (as located as of the Effective Date). The boundary of the geographic area described in this paragraph 10 is depicted in Figure 2 by the partial blue circle identified as the "Hopi Bluebird well ½ mile buffer."
12. Bar T Bar Ranch Pumping Restriction Area. Without limiting the generality of paragraph 4 of this Exhibit 9.10, Buffer Zone 2 does not include, and Subparagraphs 9.4, 9.5, 9.6, 9.7, 9.8 and 9.9 of the Agreement shall have no application to land within the "Bar T Bar Northern Restrictive Area" (as depicted in Figure 3 attached to this Exhibit 9.10 and incorporated herein by this reference) or the "Bar T Bar Southern Restrictive Area" (as depicted in Figure 3 attached to this Exhibit 9.10 and incorporated herein by this reference) (collectively, "Bar T Bar Ranch Pumping Restriction Area"). Instead, Bar T Bar shall limit pumping in the Bar T Bar Ranch Pumping Restriction Area as follows:
  - a. Bar T Bar has five Existing Wells within the Bar T Bar Ranch Pumping Restriction Area, as depicted in Figure 3. These Existing Wells include four wells each having a 6-inch casing diameter (Covid, Trailer Park, Rimmy Jim and Dennison wells, collectively called "the 6-Inch Wells") and one with an 8-inch diameter ("the Museum Well").
  - b. The 6-Inch Wells shall each be limited to pumping a maximum of 100 AFY.
  - c. The Museum Well shall be limited to pumping a maximum of 175 AFY.
  - d. Water pumped from Bar T Bar's five Existing Wells within the Bar T Bar Ranch Pumping Restriction Area shall only be used on the lands within the Bar T Bar Ranch Pumping Restriction Area.
  - e. The five Existing Wells within the Bar T Bar Ranch Pumping Restriction Area may be replaced with a Well limited to the same capacity as the original Existing Well, provided that the replacement Well is located at a site no more than 660 feet from the location of the Existing Well to be replaced. The original Existing Well may be operated in conjunction with the replacement Well so long as the combined withdrawal for both Wells does not exceed 100 AFY or 175 AFY, as applicable.
  - f. Bar T Bar shall not drill any New Wells in the Bar T Bar Ranch Pumping Restriction Area prior to the Effective Date.

- g. After the Effective Date, Bar T Bar shall limit combined pumping from new Non-Exempt Wells in the Bar T Bar Ranch Pumping Restriction Area to no more than 4000 AFY.
  - h. New Non-Exempt Wells in the Bar T Bar Northern Restricted Area shall be limited to a pumping capacity of 500 GPM or less, with a cumulative cap of 3000 GPM, which 3000 GPM cap is included in and not in addition to the 4000 AFY cap described in paragraph 12(g). Water pumped from the Bar T Bar Northern Restricted Area shall only be used on the lands within the Bar T Bar Ranch Pumping Restriction Area.
  - i. New Non-Exempt Wells in the Bar T Bar Southern Restrictive Area may be of any size, and Water pumped from new Non-Exempt Wells in the Bar T Bar Southern Restrictive Area may be used anywhere in the LCR watershed.
  - j. New Exempt Wells are not limited or restricted in the Bar T Bar Ranch Pumping Restriction Area.
  - k. Nothing in this agreement shall limit pumping on lands owned by Bar T Bar outside of the Bar T Bar Ranch Pumping Restriction Area.
13. Amendments and Waivers. Any amendments to this Exhibit 9.10 must be in writing and signed by all of the parties to this Exhibit 9.10. No provision of this Exhibit 9.10 shall be waived except by a written instrument unambiguously setting forth the matter waived and signed by the party against which enforcement of such waiver is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.
14. Paragraph Headings. The Paragraph titles used in this Exhibit 9.10 are for convenience only and shall not be considered in the construction of this Exhibit 9.10.

Signature Pages Follow

THE UNITED STATES OF AMERICA

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Secretary of the Interior

HOPI TRIBE

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Chairman

Attest: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Attorney

**SIGNATURE AUTHORITY**

The undersigned representatives of the Navajo Nation to this Agreement certify that he and she are fully authorized to enter into the terms and conditions of this Agreement, to execute it, and to bind the Navajo Nation to this Agreement.

**Navajo Nation**

This Agreement is executed by the Navajo Nation, acting through its President and its Attorney General.

IN WITNESS WHEREOF, the Navajo Nation has executed this Agreement on the dates provided below.

**THE NAVAJO NATION**

By: \_\_\_\_\_  
Buu Nygren, President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ethel Branch, Attorney General

Date: \_\_\_\_\_

**BAR T BAR RANCH, INC.**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

President

Attest and Countersigned: \_\_\_\_\_

Secretary

Approved as to form:

\_\_\_\_\_

Attorney



**BAR T BAR RANCH COMPANY, LP**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

President

Attest and Countersigned: \_\_\_\_\_

Secretary

Approved as to form:

\_\_\_\_\_

Attorney

METEOR CRATER ENTERPRISES, INC.

By: \_\_\_\_\_

Dated: \_\_\_\_\_

President

Attest and Countersigned: \_\_\_\_\_

Secretary

Approved as to form:

\_\_\_\_\_

Attorney

ARIZONA STATE LAND DEPARTMENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Attachment A

State Grazing Lease 04-574

**STATE LAND DEPARTMENT  
STATE OF ARIZONA**

**GRAZING LEASE**

Lease No. 05-474

THIS GRAZING LEASE ("Lease") is entered into by and between the State of Arizona ("Lessor") by and through the Arizona State Land Department ("Department") and

THE HOPI TRIBE

as ("Lessee"). In consideration of the payment of rent and of performance by the parties of each of the provisions set forth herein, the parties agree as follows:

**ARTICLE 1**

**SUBJECT LAND**

1.1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for the term, at the rent, and in accordance with the provisions of this Lease that State Land described in Appendix A attached hereto ("the Subject Land") for the uses and purposes specified in Article 4.

1.2 Lessee makes use of the Subject Land "as is" and Lessor makes no express or implied warranties as to the physical condition of the Subject Land.

**ARTICLE 2**

**TERM**

2.1 The term of this Lease commences on February 5, 2017, and ends on February 4, 2027, unless terminated earlier as provided in this Lease.

**ARTICLE 3**

**RENT**

3.1 Lessee shall pay rent to Lessor for the use and occupancy of the Subject Land during the term of this Lease without offset or deduction and without notice or demand, as established, on an annual basis.

3.2 The annual base rent shall be set by Lessor in the manner established by law and paid in advance each year.

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3.3 Each billing year in advance, Lessee shall inform Lessor, on forms to be provided by Lessor, whether Lessee intends to make full use, partial use or total non-use of the maximum allowable animal-unit-months for the Subject Land, so that the correct amount of rent may be billed by the Lessor. Lessee shall inform Lessor in writing of any subsequent change in the number of animal-unit-months which Lessee intends to use. If Lessee fails to provide Lessor with this information within the time stated in the form provided by Lessor, Lessee shall pay full-use rent.

3.4 There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

3.5 Prior to the time a rent payment, annual or otherwise, is due, upon Lessee's written request, Lessor at its discretion may extend the time for payment for an additional period not to exceed 90 days. There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

3.6 If the annual rent is at any time one calendar year in arrears, this Lease shall automatically terminate, without right of appeal by Lessee or any leasehold mortgagee, and Lessor shall proceed to cancel it on the records of the Department.

#### ARTICLE 4 USE OF SUBJECT LAND

4.1 The Subject Land is leased to the Lessee for the purposes of ranging livestock and for uses related thereto and no other use, except as approved in writing by Lessor after written application by Lessee.

4.2 Feedlot operations on the Subject Land are prohibited, but this shall not be construed to prevent the temporary or supplemental feeding of livestock.

#### ARTICLE 5 LIVESTOCK CARRYING CAPACITY

5.1 The livestock carrying capacity for the Subject Land shall be determined by the Lessor and may be adjusted from time to time, subject to the appeal rights of Lessee as provided by law. The appraised carrying capacity of the Subject Land shall not be exceeded during any billing year unless Lessee obtains the prior written permission of Lessor and agrees to pay the additional fees determined by Lessor.

ARTICLE 6  
DUTY TO INFORM LESSOR OF TOTAL RANCH HOLDINGS

6.1 At the time of making application for the Lease, Lessee shall disclose to Lessor, on a form provided by Lessor, the total acreage used for grazing within the ranch unit or units of which the Subject Land is a part. This shall include, in addition to the Subject Land, any federal land which Lessee grazes pursuant to a written lease or permit any private land owned by or used by Lessee, with a designation as to which private lands are used pursuant to written agreement. In addition, Lessee shall show, on a map form supplied by or acceptable to Lessor: (1) the approximate location of all fence lines and man-made water sources and (2) the land ownership status (state, federal, or private) of the ranch unit or units of which the land covered by this Lease is a part.

6.2 In any determination as to whether the carrying capacity of the Subject Land has been exceeded, no claimed grazing use of private or federal lands within the ranch unit or units which have not been disclosed as part of the ranch unit or units shall be considered.

6.3 For purposes of determining whether the Lessee has remained within the authorized carrying capacity under this Lease, it shall be presumed that all land within a fenced pasture (whether state, federal or private) has been grazed to the same extent by livestock placed in that pasture unless Lessee or Lessor can, based upon range suitability and management practices, demonstrate to the contrary.

ARTICLE 7  
RECORDS

7.1 Lessee shall keep records showing the numbers of Lessee's livestock of different classes on the ranch unit or units, the dates put on and removed and estimated death loss.

7.2 Such records shall be retained for a minimum period of three years.

7.3 The Lessor may, upon reasonable notice to the Lessee, require the production of the records described in Paragraph 7.1 above. In the event a dispute arises concerning the numbers of cattle grazed, the Lessee shall keep all documents and records until the dispute is finally resolved.

ARTICLE 8  
TAXES: ADDITIONAL AMOUNTS

8.1 Lessee shall pay all assessments and charges for utilities and communication services, and assessments imposed pursuant to any construction on the Subject Land, all permit and authorization fees, all taxes, duties, charges and assessments of every kind of nature imposed by any public, governmental or political subdivision authority pursuant to

any currently or subsequently enacted law, ordinance, regulation or order, which during the term of this Lease, become due or are imposed upon, charged against, measured by or become a lien on (a) the Subject Land, (b) any improvements or personal property of the Lessee located on the Subject Land, (c) the interest of the Lessee to this Lease or in the proceeds received by Lessee from any assignment or sublease of the Subject Land.

8.2 Lessee shall pay or cause to be paid all amounts required to be paid under Paragraph 8.1 before any interest, penalty, fine or cost accrues for nonpayment.

ARTICLE 9  
WAIVER

9.1 Acceptance of rent payments by Lessor shall not constitute a waiver by Lessor of any violation by Lessee of the provisions of this Lease.

9.2 No waiver of a breach of any provision of this Lease shall be construed as a waiver of any succeeding breach of the same or any other provision.

ARTICLE 10  
IMPROVEMENTS

10.1 All buildings, fences, wells, pumps, pipelines, corrals, pens, range improvement practices (i.e., root plowing, land imprinting, clearing, etc.) and other structures of every kind and nature which exist, at anytime, on, above, or below the Subject Land or on a portion thereof and which are not portable in nature are considered "improvements" under this Lease.

10.2 Lessee may construct improvements on the Subject Land if: (a) Lessee has filed an Application to Place Improvements with Lessor, attaching any necessary written approvals from regulatory authorities; and (b) Lessor has granted written approval for the construction of such improvements.

10.3 Any improvements placed on the Subject Land which have not been approved as required by Paragraph 10.2 shall be forfeited to and become property of the Lessor, and Lessee shall be liable to Lessor for all damage to the Subject Land caused by such unauthorized improvements and for any expenses incurred by the Lessor in restoring the Subject Land.

10.4 Lessee shall have the right to remove all of its personal property which can be removed without damaging the Subject Land within 60 days prior to, or 90 days following the Expiration Date or the earlier termination of the Lease.

10.5 Improvements placed on the Subject Land shall conform to all applicable federal, state, county and municipal laws and ordinances.

10.6 All improvements placed upon the Subject Land by Lessee in conformance with Paragraph 10.2 shall be the property of Lessee or any successor in interest ("Owner") and shall, unless they become the property of Lessor, be subject to assessment for taxes in the name of the Owner, as other property.

10.7 The Lessee or Owner shall be entitled to reimbursement for improvements authorized in accordance with Paragraph 10.2 by any subsequent lessee or purchaser of the Subject Land upon expiration of this Lease as provided by A.R.S. § 37-322.02 or any successor statute, subject to any rights acquired by the Lessor under Paragraph 3.4.

ARTICLE 11  
LESSEE'S COOPERATION; INGRESS AND EGRESS

11.1 Lessee shall cooperate with Lessor in Lessor's inspection, appraisal and management of the Subject Land and permit reasonable access by Lessor's employees to isolated State Land across Lessee's private land during the term of this Lease.

11.2 Lessee shall not interfere with the authorized activities of Lessor's employees, agents, licenses or other lessees or permittees on the Subject Land.

ARTICLE 12  
LESSEE SHALL NOT PERMIT LOSS OR WASTE

12.1 Lessee shall not cause nor grant permission to another to cause any waste or loss in or upon the Subject Land. Lessee, its employees and agents shall not cut, consume or remove any timber, or standing trees that may be upon the Subject Land, without the prior written consent of Lessor, except that Lessee may cut wood for fuel for domestic uses and authorized improvements on the Subject Land. Nothing herein shall permit the cutting of saw timber for any purpose.

ARTICLE 13  
NATIVE PLANTS AND CULTURAL RESOURCES

13.1 Lessee shall comply with the provisions of the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) and with Arizona laws relating to archaeological discoveries (A.R.S. § 41-841 et seq., or any successor statutes). Lessee shall not disturb any cacti or other protected native plants nor disturb any ruins, burial grounds or other archaeological sites except as may be permitted by these laws.

ARTICLE 14  
LESSEE SHALL PROTECT THE LAND, PRODUCTS AND IMPROVEMENTS

14.1 Lessee is hereby authorized to use means which are reasonable and which do not result in a breach of the peace or in creating a concealed hazard, to protect the Subject Land and improvements against waste, damage and trespass.



14.2 In the event of known trespass on the Subject Land resulting in damage thereto, Lessee shall make reasonable efforts to notify Lessor and appropriate law enforcement authorities.

ARTICLE 15  
ASSIGNMENT, SUBLEASE, PASTURAGE AGREEMENT AND ENCUMBRANCE

15.1 Lessee, if not in default in the payment of rent and having kept and performed all the conditions of this Lease may, with the written consent of Lessor, assign this Lease. An assignment of this Lease shall not be made without the consent of all lienholders of record. In the event of assignment of this Lease, Lessee shall file with Lessor a copy of applications for transfer of all certificates for stockpounds on the Subject Land to assignee, as agent for the State of Arizona, showing that the applications have been filed with the appropriate governmental agency.

15.2 Lessee shall not sublease or sell or lease pasturage to lands included in the Lease without first obtaining the written consent of Lessor. Subleasing by the sublessee, or pasturing of animals not branded with the sublessee's brands, is not allowed. The term "sublease" includes the transfer of control of all or part of the ranch unit or units containing the Subject Land. Not with-standing any sublease, Lessee shall remain responsible to the Lessor for the performance of the provisions of this Lease. In no event may this Lease be sublet unless all rent due has been paid and all provisions of this Lease are complied with.

15.3 This Lease authorizes only the grazing of livestock bearing the registered brand(s) of Lessee or Lessee's immediate family. If Lessee wishes to permit the grazing of livestock bearing any other brands pursuant to pasturage agreements of any kind, Lessee must so inform Lessor prior to the release of such livestock on the Subject Land.

15.4 Copies of all assignments, subleases, or pasturage agreements pertaining to the Subject Land shall be filed with the Lessor.

15.5 In the event, this Lease is canceled or terminated prior to the expiration date any sublease or pasture agreement shall automatically terminate on the date the Lease is terminated.

ARTICLE 16  
RESERVATIONS, RELINQUISHMENTS TO UNITED STATES

16.1 Lessor excepts and reserves out of the grant hereby made, all oils, gases, geothermal resources, coal, ores, minerals, fossils, fertilizers, common mineral products and materials, and all natural products of very kind that may be in or upon the Subject Land any legal claim existing or which may be established under the mineral land laws of the United States or the State of Arizona.

16.2 Lessor reserves the right to execute leases, permits, or sales agreements covering the Subject Land for the purpose of entering upon and prospecting for, and the extraction of such reserved materials.

16.3 Lessor reserves the right to grant rights of way, easements and sites over, across, under or upon the Subject Land for public highways, railroads, utility lines, pipelines, irrigation works, flood control, drainage works, logging and other purposes.

16.4 Lessor reserves the right to relinquish to the United States land needed for irrigation works in connection with a government reclamation project and to grant or dispose of rights of way and sites for canals, reservoirs, dams, power or irrigation plants or works, railroads, tramways, transmission lines or any other purpose or use on or over the Subject Land.

16.5 In the event of such relinquishment, grants or disposal, the Lessee waives all right to any compensation whatsoever as against the Lessor except as may be allowed under the provisions of Article 17, and as limited therein.

#### ARTICLE 17 CONDEMNATION AND EMINENT DOMAIN

17.1 If at any time during the duration of this Lease the whole or any part of the Subject Land shall be taken for any quasi-public or public purpose by any person, private or public corporation, or any governmental agency having authority to exercise the power of condemnation or eminent domain pursuant to any law, this Lease shall expire on the date when the leased property is taken or acquired as to the leased property so taken or acquired. Except as set forth below, the rights of Lessee and Lessor to compensation for such taking shall be as provided by law. The Lessee shall have no compensable right or interest in the real property being condemned or interest in the unexpired term of this Lease or any renewal except as provided by law and in any event no interest greater than 10 percent of the total award for the land. The Lessor shall be entitled to and shall receive any and all awards for severance damages to remaining proceedings concerning the Subject Land. Lessee shall have the right to (1) prorated reimbursement for prepaid rent, (2) any and all awards for payments made for any authorized improvements which are taken, and (3) severance damages for any damage to Lessee's remaining ranch operation resulting from the taking.

#### ARTICLE 18 WATER RIGHTS

18.1 The Lessee shall be entitled to the use on the Subject Land of groundwater as defined in A.R.S. § 45-101, or any successor statute, for purposes consistent with this Lease. If the Lessee shall develop any groundwater on the Subject Land, he shall not acquire any rights with respect to the groundwater, except the right to use such water in accordance with applicable law, on the Subject Land during the term of this Lease.

18.2 If the Lessee uses, on the Subject Land, groundwater from a source not on the Subject Land, that use alone shall not (1) cause such water or any rights with respect to that water to be appurtenant to the Subject Land, or (2) affect in any way the Lessee's rights with respect to the water.

18.3 The rights of the Lessor and the Lessee concerning the application for an establishment of any rights with respect to surface water as defined in A.R.S. § 45-101, or any successor statute, shall be governed by the laws of the State of Arizona.

18.4 Nothing in the provisions of this Lease shall affect the validity of any rights established by or for the Lessor or Lessee with respect to surface water, as defined in A.R.S. § 45-101, prior to the Commencement Date of this Lease.

18.5 The application for and establishment by the Lessor or Lessee (as agent of the State of Arizona) of any water rights shall be for the State of Arizona; such rights shall attach to and become appurtenant to the Subject Land.

18.6 Notwithstanding Paragraph 18.5 above, the Lessee, as agent of the State of Arizona, shall be entitled to any certificate of water right, issued pursuant to the Stockpond Registration Act, A.R.S. § 45-271 through 45-276 (as it may be amended) relating to a stockpond constructed as an authorized improvement on the Subject Land. Any such certificate and the rights it evidences and represents shall be appurtenant to the Subject Land and shall pass to any successor lessee; or, if the land is not leased but is retained by the State of Arizona, then to the State of Arizona; or if the land is sold, then to the purchaser.

18.7 The Lessee shall promptly notify the Lessor in writing of any initial filings made by the Lessee with any governmental agency or court concerning the establishment or adjudication of any claim to a water right relating to the Subject Land. Upon request of the Lessor, the Lessee shall furnish copies of any document filed with the agency or court.

ARTICLE 19  
DEFAULT AND CANCELLATION

19.1 Violation by Lessee of any provision of this Lease shall be a default hereunder entitling Lessor to any and all remedies it may have under Arizona law.

19.2 Upon any such default, the Lease may be canceled pursuant to A.R.S. § 37-289 or any successor statute.

19.3 This contract is subject to cancellation pursuant to A.R.S. § 38-511.

ARTICLE 20  
HOLDOVER LESSEE

20.1 Upon expiration or termination of this Lease, Lessee agrees to surrender to Lessor peaceful and uninterrupted possession of the Subject Land. Holdover tenancy by the Lessee is prohibited and shall be deemed a trespass for which Lessor may seek all appropriate civil and criminal remedies; except that a Lessee in good standing who has filed a timely application for renewal may continue to occupy and use the Subject Land, pursuant to the terms of this Lease, pending action on the renewal application by Lessor.

ARTICLE 21  
INDEMNIFICATION

21.1 Except as provided by A.R.S. § 33-1551 (or its successor statutes), Lessee hereby expressly agrees to indemnify and hold Lessor harmless, or cause Lessor to be indemnified and held harmless from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including attorneys' fees and costs, which may be imposed upon or incurred by or asserted against Lessor by reason of the following: (a) any accident, injury or damage to any persons or property occurring on or about the Subject Land or any portion thereof resulting from Lessee's use of the Subject Land, (b) any use, non-use or condition of the Subject Land or any portion thereof resulting from Lessee's intentional actions or negligence, and (c) any failure on the part of Lessee to perform or comply with any of the provisions of this Lease; except such as may be the result solely of Lessor's intentional conduct or active negligence.

21.2 In case an action or proceeding is brought against Lessor by reason of any such occurrence, Lessee, upon Lessor's request and at Lessee's expense, will resist and defend such action or proceedings, or cause the same to be resisted and defended either by counsel designated by Lessee or, where such occurrence is covered by liability insurance, by counsel designated by the insurer.

21.3 Lessee shall protect, defend, indemnify and hold harmless the Lessor from and against all liabilities, obligations, losses, environmental responses, and clean up costs, charges and expenses, including attorneys' fees and court costs arising out of or related to the presence or existence of any substance regulated under any applicable Federal, State or local environmental laws, regulations or ordinances or amendments thereto because of: (a) any substance that came to be located on the Subject Land resulting from any use or occupancy of the Subject Land by the Lessee before or after the issuance of the Lease; or (b) any release, threatened release, escape, seepage, leakage, spillage, discharge or emission of any such substance in, on, under or from said Subject Land that is caused, in whole or in part, by any conduct, actions or negligence of the Lessee, regardless of when such substance came to be located on the Subject Land.

ARTICLE 22  
RENEWAL

22.1 Upon application to the Department not less than thirty days nor more than one year before the Expiration Date, Lessee, if a bona fide resident of the State or legally authorized to transact business in the State, shall have a preferred right to renewal for a term not to exceed ten years, as provided by law, bearing even date with the Expiration Date. The preferred right of renewal shall not extend to a Lessee if there has not been substantial compliance with the terms of this Lease or if the Subject Land has not been placed to the use prescribed in this Lease, unless for good cause, the failure to perform was given written authorization by the Department. If the Department determines the continued leasing of the land to the Lessee is not in the best interest of the State, the Lease shall not be renewed.

ARTICLE 23  
INSURANCE REQUIREMENTS

23.1 Lessee shall maintain in full force a commercial general liability insurance policy during the lease term affording protection to the limit of not less than one million dollars. This policy shall contain a provision that Lessor, named as an additional insured, shall be entitled to recovery for any loss occasioned to it, its agents and employees. Further, the policy shall provide that their coverage is primary over any other insurance coverage available to the Lessor, its agents and employees. Insurance policies must contain a provision that the Lessor shall receive an advance 30 day written notice of any cancellation or reduction in coverage.

ARTICLE 24  
ENVIRONMENTAL MATTERS

24.1 Lessee shall strictly comply with Environmental Laws, relating but not limited to hazardous and toxic materials, wastes and pollutants. Compliance means the Lessee shall act in accordance with the necessary reporting obligations obtain and maintain all permits required, provide copies of all documents as required by Environmental Laws. For purposes of this Lease the term "Environmental Law" shall include but not be limited to any relevant federal, state, or local laws, and applicable regulations, rules and ordinances, and publications promulgated pursuant thereto, including any future modifications or amendments relating to environmental matters.

ARTICLE 25  
MISCELLANEOUS

25.1 This Lease grants Lessee only those rights expressly granted herein and Lessor retains and reserves all other rights in the Subject Land.

25.2 This Lease is subject to all current and subsequently enacted rules, regulations and laws applicable to State Lands and to the rights and obligations of Lessors

and Lessees. No provisions of this Lease shall create any vested right in Lessee except as otherwise specifically provided in this Lease.

25.3 The Lessor shall be forever wholly absolved from any liability for damages which might result to the Lessee in the event this Lease is found to be void, canceled, forfeited or terminated prior to the Expiration Date or in the event this Lease is not renewed.

25.4 If it is determined that Lessor has failed to receive title to any of the Subject Land, the Lease is null and void insofar as it relates to the land to which Lessor has failed to receive title. Lessor shall not be liable to Lessee or any assignee or sublessee for any damages that result from Lessor's failure to receive title.

25.5 In any action arising out of this Lease, the prevailing party is entitled to recover reasonable attorneys' fees incurred therein in addition to the amount of any judgment, costs and other expenses as determined by the court. In the case of Lessor, reasonable attorneys' fees shall be calculated at the reasonable market value for such services when rendered by private counsel notwithstanding that it is represented by the Arizona Attorney General's Office or by other salaried counsel.

25.6 No provisions of this Lease shall create any right or interest in Lessee to a fee interest in the Subject Land.

25.7 Any notice to be given or other documents to be delivered to Lessee or Lessor hereunder shall be in writing and delivered to Lessee or Lessor by depositing same in the United States Mail, with prepaid postage addressed as follows:

To Lessor: Arizona State Land Department  
1616 West Adams Street - First Floor  
Phoenix, AZ 85007

To Lessee: Address of Record

Lessee must notify Lessor within thirty (30) days by written notice of any change in address. Lessor's notice shall be deemed adequate if sent to the Lessee's best known address of record and no change of address form is on file.

25.8 This Lease shall be governed by, construed and enforced in accordance with Arizona laws.

25.9 Any attempt to assign, sublease, convey, transfer or otherwise dispose of any estate or interest in this Lease, other than pursuant to its term, shall not be effective.

25.10 This Lease, together with all attached Appendices, embodies the whole agreement of the parties. There are no other agreements or terms, oral or written. This document supersedes all previous communications, representations and agreements, oral or written, between the parties.

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25.11 THIS DOCUMENT is submitted for examination and shall have no binding effect on the parties unless and until executed by the Lessor (after execution by the Lessee), and a fully executed copy is delivered to the Lessee.

25.12 IN THE EVENT OF A DISPUTE between the parties to this Lease, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and, in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

25.13 Every obligation of the State under this Lease is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Lease, this Lease may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

25.14 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

25.15 Upon the sale, exchange, redemption, relinquishment or taking, whether by eminent domain or institutional use of all or any portion of the Subject Land, this Lease shall terminate on the date of such disposition as to the property so affected.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT  
 1616 W. ADAMS  
 PHOENIX, AZ 85007

RUN DATE: 6 March 2017  
 RUN TIME: 13:30 PM  
 PAGE: 1

RELEASE# 005-000474-00-010 APPTYPE RENEWAL  
 AMENDMENT# 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
19 0-N-11 0-E-02-03-030-1002	ALL	9 00	640 000
19 0-N-11 0-E-04-03-031-1002	ALL	9 00	640 000
19 0-N-11 0-E-06-03-031-1002	LOT 1 THRU 4 E2W2 E2	9 80	703 430
19 0-N-11 0-E-08-03-031-1002	ALL	9 00	640 000
19 0-N-11 0-E-12-03-031-1002	W2W2	2 20	160 000
19 0-N-11 0-E-14-03-031-1002	ALL	9 00	640 000
19 0-N-11 0-E-16-03-030-1002	ALL	9 00	640 000
19 0-N-11 0-E-18-03-031-1003	LOT 1	0 70	52 170
19 0-N-11 0-E-18-03-031-1004	E2E2	2 20	160 000
19 0-N-11 0-E-20-03-031-1002	SESW S2SE	1 60	120 000
19 0-N-11 0-E-28-03-031-1002	N2 SW NW2SE	7 80	560 000
19 0-N-11 0-E-32-03-030-1002	LOTS 1 THRU 4 N2S2 N2	8 90	637 240
19 0-N-12 0-E-02-03-030-1002	LOTS 1 THRU 4 S2N2 S2	8 90	639 040
19 0-N-12 0-E-04-03-031-1002	LOTS 1 THRU 4 S2N2 S2	8 90	637 920
19 0-N-12 0-E-06-03-031-1002	LOTS 1 THRU 7 S2NE SENW E2SW SE	6 80	630 040
19 0-N-12 0-E-08-03-031-1002	ALL	9 00	640 000
19 0-N-12 0-E-10-03-031-1002	ALL	9 00	640 000
20 0-N-11 0-E-02-03-030-1002	LOTS 1 THRU 12 S2 EX CONDEMNATION 95-98843 LY IN SWSWSWSW	11 40	815 230
20 0-N-11 0-E-04-03-031-1003	LOTS 1 THRU 4 7 8 AND LOTS 5 6 9 10 11 N2NENESE LY N OF CONDEMNATION 95-98843	5 20	373 230
20 0-N-11 0-E-04-03-031-1004	LOT 12 N2SW NWSE S2S2 AND LOTS 5 6 9 10 11 NESE LY S OF CONDEMNATION 95-98843	6 00	428 230
20 0-N-11 0-E-08-03-031-1002	ALL	9 00	640 000
20 0-N-11 0-E-10-03-031-1002	ALL EX CONDEMNATION 95-98843 LY IN NENENENE	8 90	639 920
20 0-N-11 0-E-12-03-031-1003	NE N2NW AND S2NW NESW SE LY N OF	5 80	414 660



APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT  
 1616 W ADAMS  
 PHOENIX, AZ 85007

RUN DATE: 6 March 2017  
 RUN TIME: 12:30 PM  
 PAGE: 2

RELEASE# AMENDMENT#	005 000474-00-018 0	APP TYPE	RENEWAL		
				CONDEMNATION 95-98643	
20 0-N-11 0-E-12-03-031-1004		SWSW AND SWSWNW N2SW SEC LY S OF CONDEMNATION 95-98643		2 10	149 330
20 0-N-11 0-E-14-03-031-1002		ALL		9 00	640 000
20 0-N-11 0-E-16-03-030-1002		ALL		9 00	640 000
20 0-N-11 0-E-18-03-031-1002		LOTS 1 THRU 4 E2W2 E2		10 00	715 550
20 0-N-11 0-E-22-03-031-1006		E2 N2NW SWNW SW		8 40	600 000
20 0-N-11 0-E-24-03-031-1002		ALL		9 00	640 000
20 0-N-11 0-E-26-03-031-1002		ALL		9 00	640 000
20 0-N-11 0-E-28 03-031-1002		ALL		9 00	640 000
20 0-N-11 0-E-30-03-031-1002		LOTS 1 THRU 4 E2W2 E2		9 90	710 450
20 0-N-11 0-E-32-03-030-1002		ALL		9 00	640 000
20 0-N-11 0-E-34-03-031-1002		ALL		9 00	640 000
20 0-N-11 0-E-36-03-030-1002		ALL		9 00	640 000
20 0-N-12 0-E-02-03-030-1002		SWNW SW W2SE SESE AND LOTS 3 4 S2NE SENW NESE LY S FROM C/L OF RAILROAD		7 10	605 910
20 0-N-12 0-E-04-03-031-1002		LOTS 1 THRU 4 S2N2 S2		10 00	715 560
20 0-N-12 0-E-06-03-031-1004		LOTS 1 THRU 7 S2NE SENW E2SW SE		9 90	704 900
20 0-N-12 0-E-08-03-031-1002		ALL		9 00	640 000
20 0-N-12 0-E-10-03-031-1002		ALL		9 00	640 000
20 0-N-12 0-E-12-03-031-1002		ALL		9 00	640 000
20 0-N-12 0-E-14-03-031-1002		N2 EX CONDEMNATION 95-98643 LY IN S2SWNE SESESESESW		4 40	313 640
20 0-N-12 0-E-16-03-030-1003		NE N2NW N2S2NW N2S2S2NW AND S2S2S2NW N2N2NENESW N2N2SE LY N OF CONDEMNATION 95-98643		4 70	335 330
20 0-N-12 0-E-16-03-030-1004		S2N2S2 S2S2 AND S2S2SWNW N2N2S2 LY S OF CONDEMNATION 95-98643		4 20	297 820
20 0-N-12 0-E-18-03-031-1003		LOT 1 NENW N2NE N2S2NE LY N OF CONDEMNATION 95-98643		1 90	136 200
20 0-N-12 0-E-18-03-031-1004		LOTS 2 3 4 E2SW SE AND LOT 1 E2NW		6 80	485 060

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT  
 1616 W ADAMS  
 PHOENIX, AZ 85007

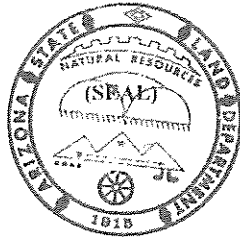
RUN DATE 6 March 2017  
 RUN TIME 13:30 PM  
 PAGE 3

RE-LEASE# AMENDMENT#	005-000474-00-018 0	APPTYPE RENEWAL		
			S2S2SWSWNWNE S2NE LY S OF CONDEMNATION 95-98643	
20 0-N-12 0-E-20-03-031-1002		ALL		9.00 640.000
20 0-N-12 0-E-22-03-031-1002		ALL		9.00 640.000
20 0-N-12 0-E-24-03-031-1002		SWSWSWSWNW W2SW W2SE SW LY SWLY OF FENCE		0.60 51.810
20 0-N-12 0-E-26-03-031-1002		ALL		9.00 640.000
20 0-N-12 0-E-28-03-049-1002		ALL		9.00 640.000
20 0-N-12 0-E-30-03-031-1002		LOTS 1 THRU 4 E2W2 E2		8.80 632.160
20 0-N-12 0-E-32-03-030-1002		ALL		9.00 640.000
20 0-N-12 0-E-34-03-031-1002		ALL		9.00 640.000
20 0-N-12 0-E-36-03-030-1002		W2W2NWNWNE NE NWNE NW NWNWNWNSW LY NWLY OF FENCE		3.70 267.820
20 0-N-12 5-E-10-03-031-1002		LOTS 2 3 4 E2SW W2SE SESE AND LOT 1 E2NW S2NE NESE LY SWLY FROM C/L OF RAILROAD		5.90 420.840
20 0-N-12 5-E-14-03-031-1005		S2S2SW LY S OF CONDEMNATION 95-98643		0.30 37.910
20 0-N-12 5-E-14-03-031-1010		S2N2 N2S2 EX PAT 5009 LY IN E2SWNESE AND S2S2 LY N OF CONDEMNATION 95-98643		3.30 428.880
20 0-N-13 0-E-30-03-031-1005		LOT 1 N2NE NENW SENE AND LOT 2 SENW SWNE N2N2SE LY N OF CONDEMNATION 95- 98643		4.30 309.900
20 0-N-13 0-E-30-03-031-1006		LOT 2 S2SENW N2N2NESW N2SE LY S OF CONDEMNATION 95-98643 AND N OF EAST BOUND C/L OF I-40		0.20 13.060
		TOTALS		428.60 30,813.240

IN WITNESS WHEREOF, the parties hereto have signed this Lease effective the day and year set forth previously herein.

STATE OF ARIZONA, LESSOR  
Arizona State Land Commissioner

[Signature] 3/27/17  
By: Date



THE HOPI TRIBE  
Lessee  
[Signature] 3/17/17  
Authorized Signature Date  
PATRICK M BROWNING - GM  
Printed Name Title

P.O. Box 1138  
Address  
WINSLOW AZ 86047  
City State Zip

Figure 1

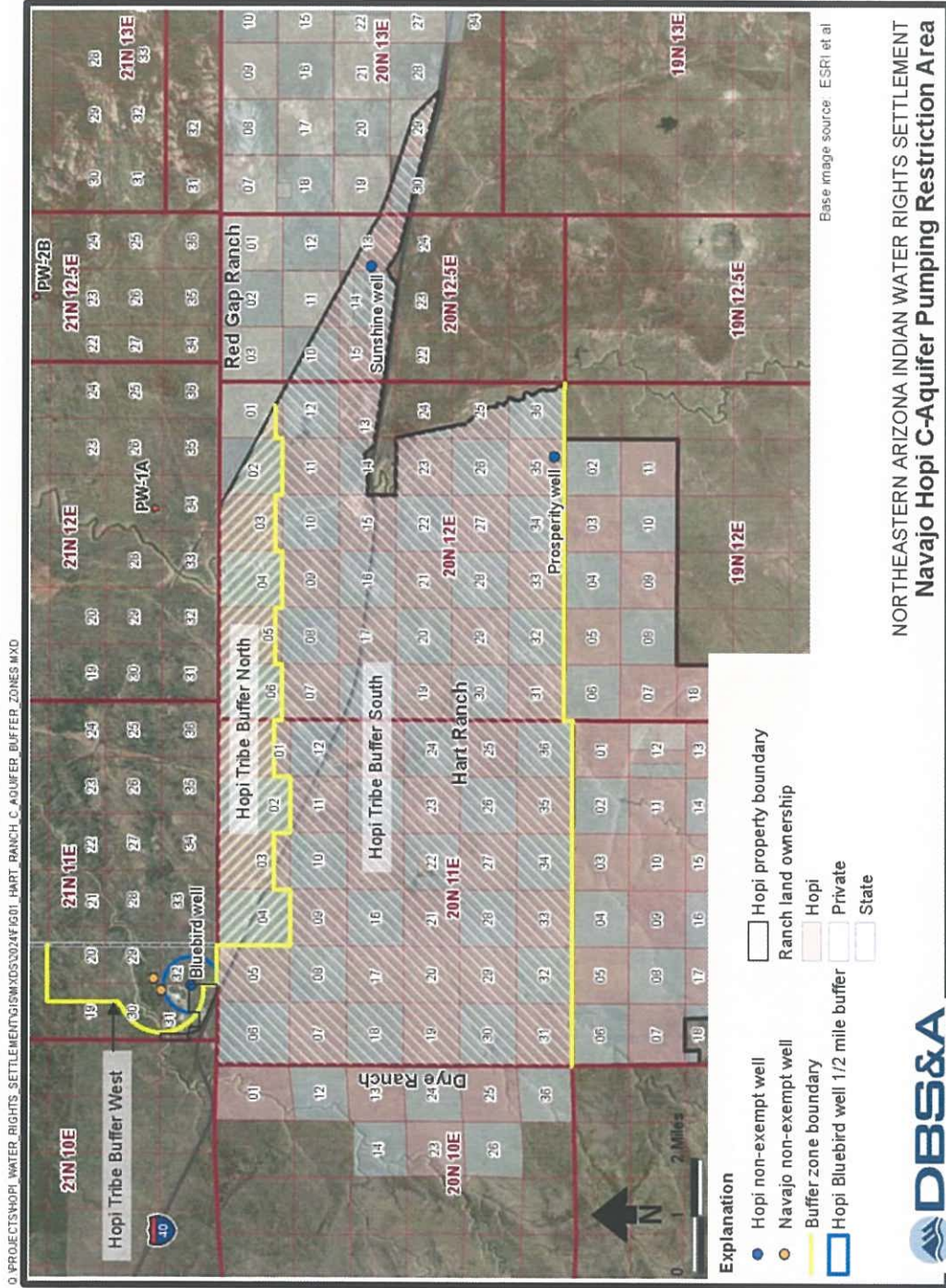


Figure 1

Figure 2

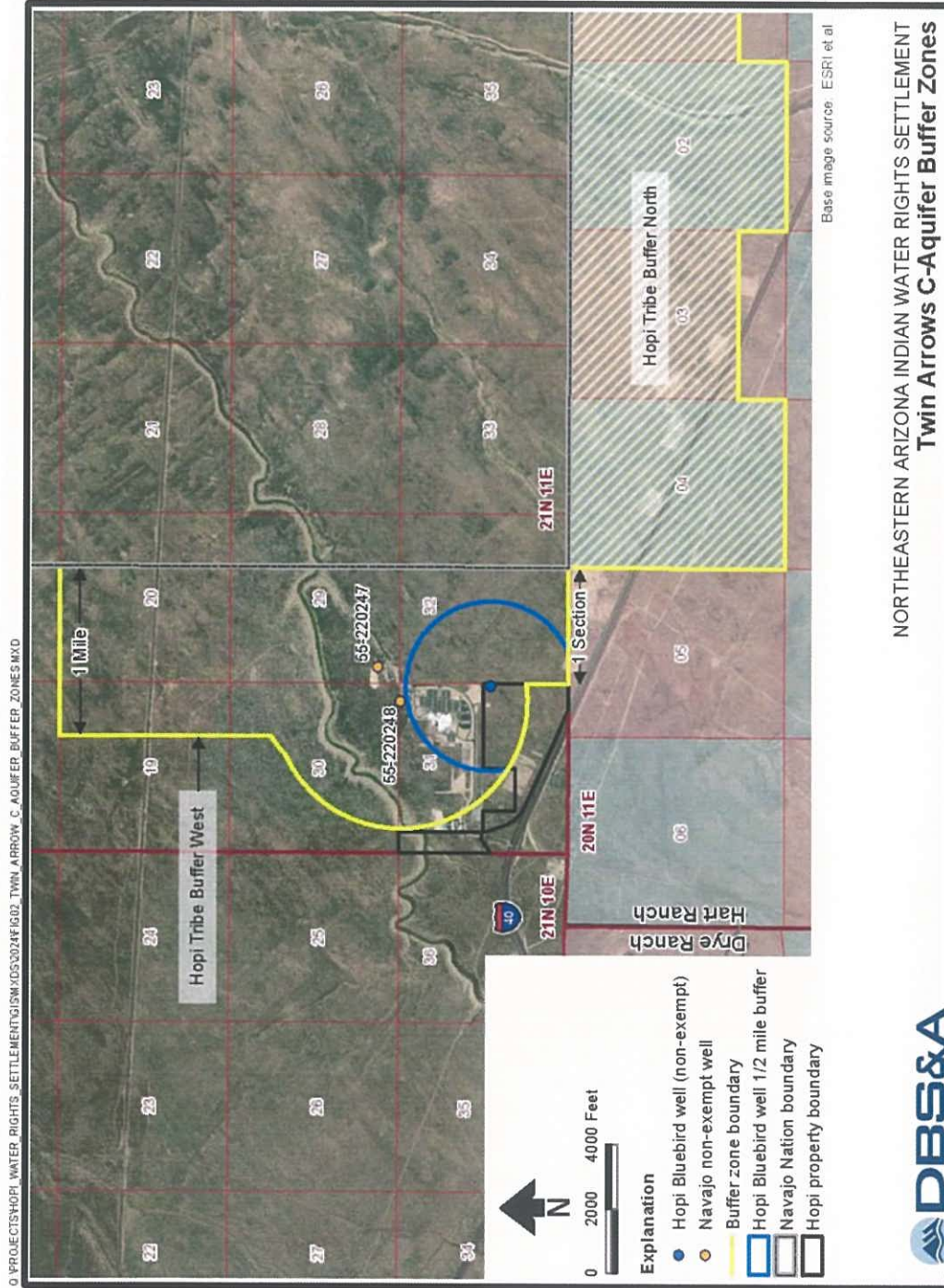


Figure 2

Figure 3

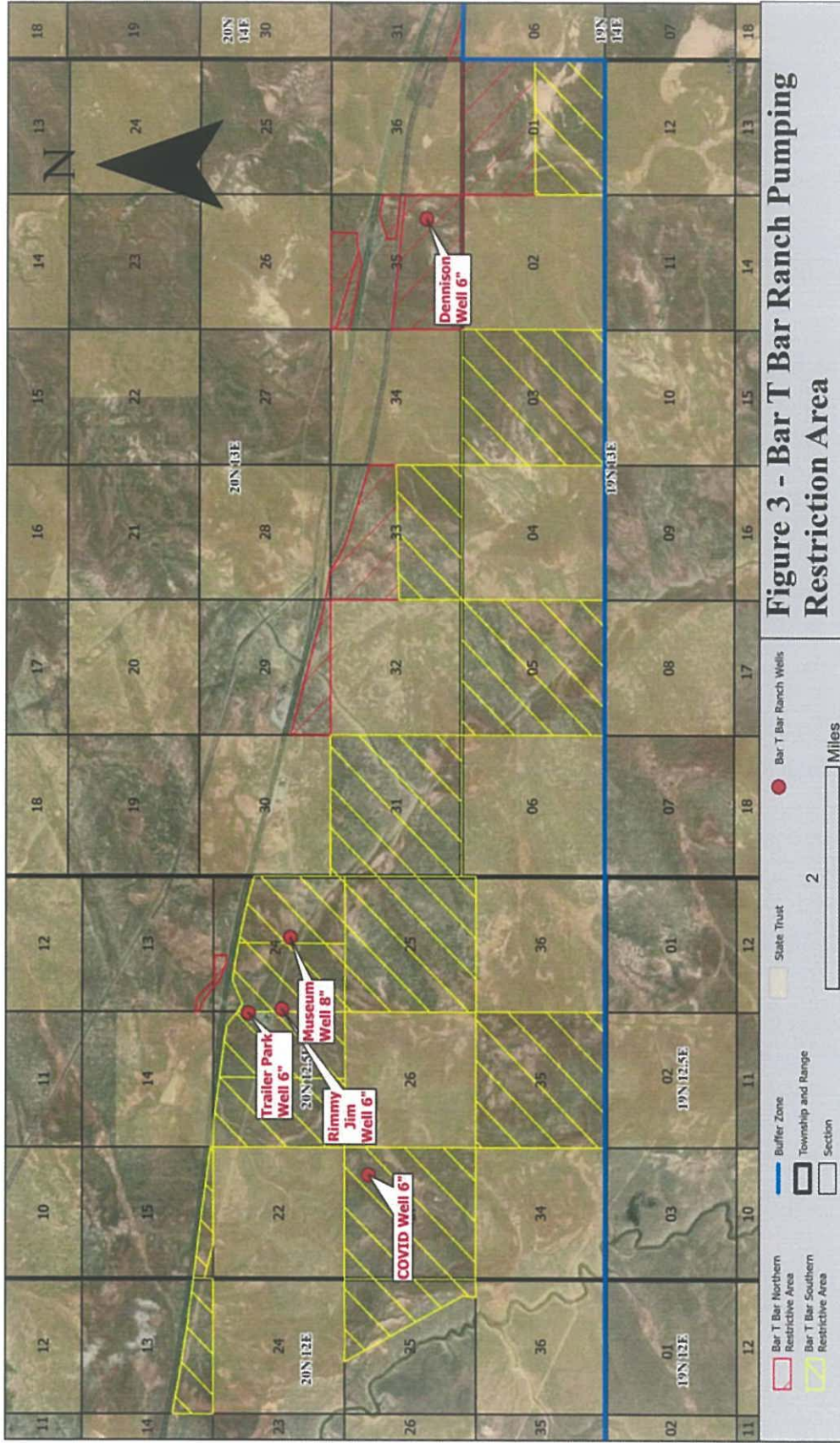


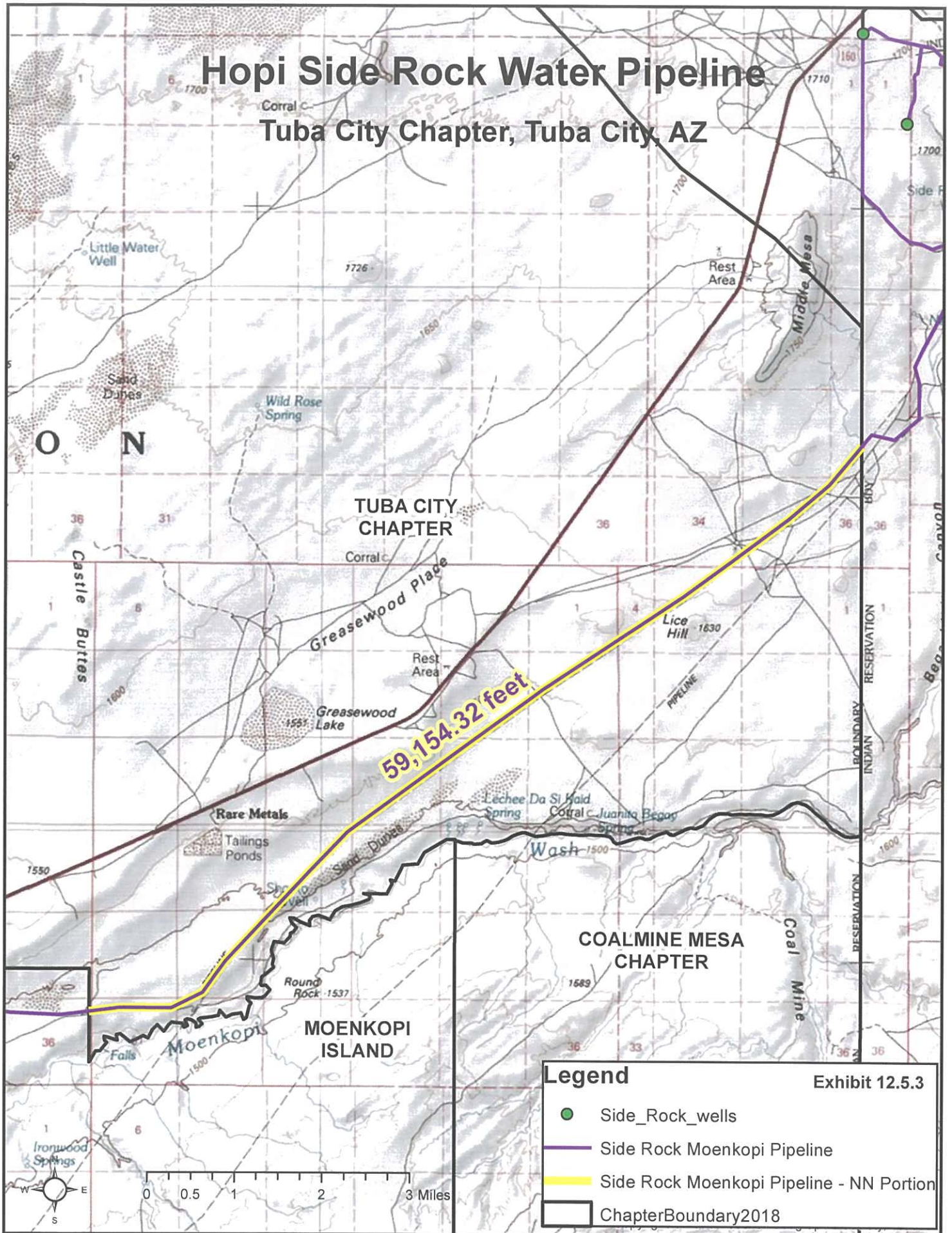
Figure 3 - Bar T Bar Ranch Pumping Restriction Area

**EXHIBIT 12.5.3**

**ATTACHED**

# Hopi Side Rock Water Pipeline

## Tuba City Chapter, Tuba City, AZ

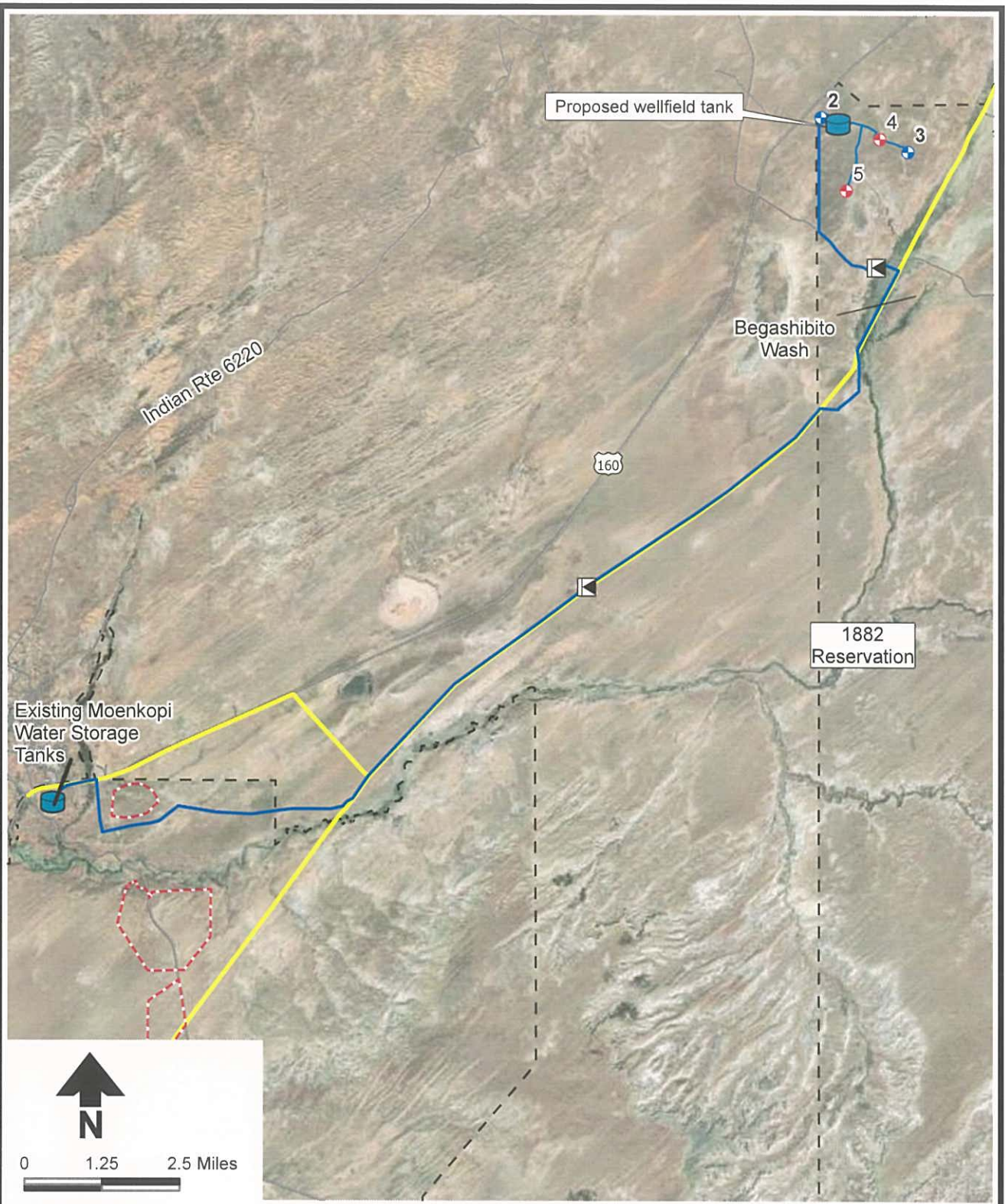




**EXHIBIT 12.5.4**

**ATTACHED**

S:\PROJECTS\DB23.1299\_HOPI\_MOENKOPI\_WATER\_SUPPLY\_PIPELINE\GIS\ARCGIS\_PROMOENKOPI\_DESIGN\_RPT\MOENKOPI\_DESIGN\_RPT\_KC.APRX



Aerial Photograph: ESRI et al.

**Explanation**

- Existing well
- Proposed well
- Proposed PRV
- Water storage tank
- Proposed waterline
- Well piping
- Questar natural gas pipeline
- Hopi reservation boundary
- New development area

## **EXHIBIT 13.1**

### **IN PROCESS OF FINALIZATION**

Waiver, Release and Retention of Claims for Water Rights and Injury to Water Rights and Injury to Water by the Navajo Nation on Behalf of the Navajo Nation and The Members of the Navajo Nation (but not Members in the Capacity of the Members as Navajo Allottees), and the United States, Acting as Trustee for the Navajo Nation and the Members of the Navajo Nation (but not the Members in the Capacity of the Members as Navajo Allottees)

## **EXHIBIT 13.2**

### **IN PROCESS OF FINALIZATION**

Waiver, Release and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the United States, Acting as Trustee for the Navajo Allottees

## **EXHIBIT 13.3**

### **IN PROCESS OF FINALIZATION**

Waiver, Release and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the Navajo Nation, on Behalf of the Navajo Nation and the Members of the Navajo Nation (but not Members in the Capacity of the Members as Navajo Allottees), against the United States

## **EXHIBIT 13.4**

### **IN PROCESS OF FINALIZATION**

Waiver, Release and Retention of Claims by the United States in all Capacities (Except as Trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe) against the Navajo Nation and the Members of the Navajo Nation

## **EXHIBIT 13.5**

### **IN PROCESS OF FINALIZATION**

Waiver, Release and Retention of Claims by parties, other than the Navajo Nation on behalf of the Navajo Nation and the Member of the Navajo Nation, and the United States acting as Trustee for the Navajo Nation, the Members of the Navajo Nation and the Navajo Allottees

## **EXHIBIT 13.6**

### **IN PROCESS OF FINALIZATION**

Waiver, Release and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the Hopi Tribe, on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), and the United States, acting as Trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees)



## **EXHIBIT 13.7**

### **IN PROCESS OF FINALIZATION**

Waiver, Release and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the United States, acting as Trustee for the Hopi Allottees

## **EXHIBIT 13.8**

### **IN PROCESS OF FINALIZATION**

Waiver, Release and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the Hopi Tribe, on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the Capacity of the Members as Hopi Allottees), against the United States

## **EXHIBIT 13.9**

### **IN PROCESS OF FINALIZATION**

Waiver, Release and Retention of Claims by the United States in all capacities (except as Trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe) against the Hopi Tribe and the Members of the Hopi Tribe

## **EXHIBIT 13.10**

### **IN PROCESS OF FINALIZATION**

Waiver, Release and Retention of Claims by the Parties, other than the Hopi Tribe on behalf of the Hopi Tribe and the Members of the Hopi Tribe, and the United States Acting as Trustee for the Hopi Tribe, the Members of the Hopi Tribe and the Hopi Allottees

## **EXHIBIT 13.11**

### **IN PROCESS OF FINALIZATION**

Waiver, Release and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the San Juan Southern Paiute Tribe, on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, and the United States, acting as Trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe

## **EXHIBIT 13.12**

### **IN PROCESS OF FINALIZATION**

Waiver, Release and Retention of Claims for Water Rights, Injury to Water Rights, and Injury to Water by the San Juan Southern Paiute Tribe, on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, against the United States

## **EXHIBIT 13.13**

### **IN PROCESS OF FINALIZATION**

Waiver, Release and Retention of Claims by the United States in all capacities (except as Trustee for an Indian Tribe other than the Navajo Nation, The Hopi Tribe, and the San Juan Southern Paiute Tribe) against the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe

## **EXHIBIT 13.14**

### **IN PROCESS OF FINALIZATION**

Waiver, Release and Retention of Claims by parties other than the San Juan Southern Paiute Tribe on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, and the United States acting as Trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe



# **EXHIBIT 15.7.1**

Motion for Stay of Litigation

**IN PROCESS OF FINALIZATION**

**EXHIBIT 15.7.2**

**Stay of Litigation**

**IN PROCESS OF FINALIZATION**

# **EXHIBIT 15.18**

**Form Notice**

**IN PROCESS OF FINALIZATION**

# Exhibit B

**RESOLUTION OF THE  
NAVAJO NATION WATER RIGHTS COMMISSION**

**Establishing a Navajo Nation Water Rights Negotiation Team (“Negotiation Team”) to represent the Navajo Nation in negotiating a water rights settlement with the State of Arizona and related parties.**

**WHEREAS:**

1. The Navajo Nation Water Rights Commission (the “Commission”) was established by the Navajo Nation Council through Resolution CAP-39-02; and
2. Through Resolution CMY-47-04, the Navajo Nation Council approved the Navajo Nation Water Rights Commission Plan of Operation.
3. Through Resolution CMY-47-04, under Article 8.7 of the Navajo Nation Water Rights Plan of Operation, the Navajo Nation Council authorized the Commission, “to establish and supervise negotiating teams for any and all Navajo Nation Water rights negotiation efforts to ensure consistency of positions and to maximize success consistent with the Navajo Nation water strategy”; and
4. In July of 2020, the State of Arizona, other related parties, the Hopi Tribe, the Navajo Nation and the United States Government began water rights negotiation settlement discussions to settle the water rights of the Hopi Tribe and the Navajo Nation for all water claims within the State of Arizona; and
5. Such discussions among the parties continued until November 1, 2021 with the intention that the parties would eventually resume negotiations in the future; and
6. The Navajo Nation and the Hopi Tribe continued to meet to attempt to resolve intertribal matters; and
7. The Navajo Nation and Hopi Tribal representatives agreed to pause negotiations in September of 2022 due to upcoming elections and the potential transition of political leadership in the tribal and state governments; and
8. As a result of tribal and state elections, there are new Navajo Nation and State of Arizona political leadership that will likely impact negotiations among all parties; and
9. On April 24, 2023, the Little Colorado River Basin Litigation Navajo Nation Phase I Trial will commence in the Apache County Superior Court for the State of Arizona and will determine the water rights and quantification for the Navajo Nation; and

10. On April 15, 2023, a Navajo Nation Leadership Meeting (the “Leadership Meeting”) was held with the Navajo Nation President, the Naabik’iyáti’ Committee of the 25<sup>th</sup> Navajo Nation Council and the Commission; and

11. The Commission recommended at the Leadership Meeting that the Navajo Nation pursue negotiation of a comprehensive water rights settlement with the State of Arizona and form a Negotiation Team to include four Navajo Nation Council Delegates from the Upper Colorado River Basin on the Navajo Nation and four Navajo Nation Delegates from the Lower Colorado River Basin on the Navajo Nation, five representatives from the Executive Branch and the Legal and Technical Committee from the NNDOJ Water Rights Unit (WRU) and the DWR Water Management Branch (WMB).

12. At the Leadership Meeting, leadership expressed their support for the appointment of a Negotiation Team by the Commission and the Team’s pursuit of a comprehensive water rights settlement with the State of Arizona.

**NOW THEREFORE BE IT RESOLVED THAT:**

1. The Commission appoints the following individuals to the Negotiation Team for the purpose of pursuing a comprehensive water rights settlement with the State of Arizona and other interested parties:

Legislative Branch:

1. Council Delegate Brenda Jesus (Lower Basin)
2. Council Delegate Cherilyn Yazzie (Lower Basin)
3. Council Delegate Otto Tso (Lower Basin)
4. Council Delegate Vince James (Lower Basin)
5. Council Delegate Carl Slater (Upper Basin)
6. Council Delegate Shawna Claw (Upper Basin)
7. Council Delegate Shaandiin Parrish (Upper Basin)
8. Council Delegate Herman Daniels (Upper Basin)

Executive Branch:

1. Council Delegate Germaine Simonson
2. Attorney General Ethel Branch
3. Commission Chair Joelynn Ashley
4. Department of Water Resources Director Jason John
5. President’s Chief Counsel Bidtah Becker

Legal and Technical Team:

1. WRU Assistant Attorney General Michelle Brown-Yazzie
2. WRU Attorney MacArthur Stant II
3. WRU Contract Attorney Louis Denetsosie
4. WRU Contract Consultant John Leeper
5. WMB Principal Hydrologist Robert Kirk


2. Once there is agreement amongst the parties to a water rights settlement, the Negotiation Team will submit the proposed settlement agreement to the Attorney General of the Navajo Nation, the Navajo Nation Council and the Navajo Nation President for approval in accordance with applicable Navajo Nation law.

3. The Commission, through its approved budget, will cover the travel costs of the Negotiation Team and any other reasonable related costs in accordance with applicable Navajo Nation laws and policies.

4. The Chairperson of the Commission is authorized to execute this Resolution.

#### CERTIFICATION

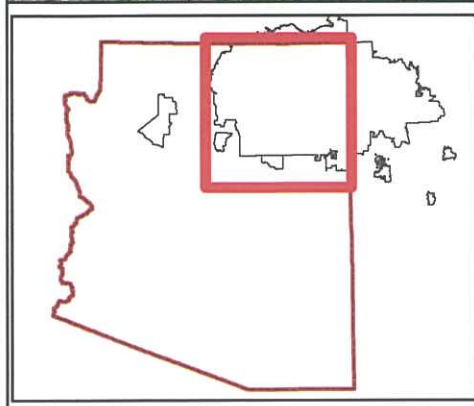
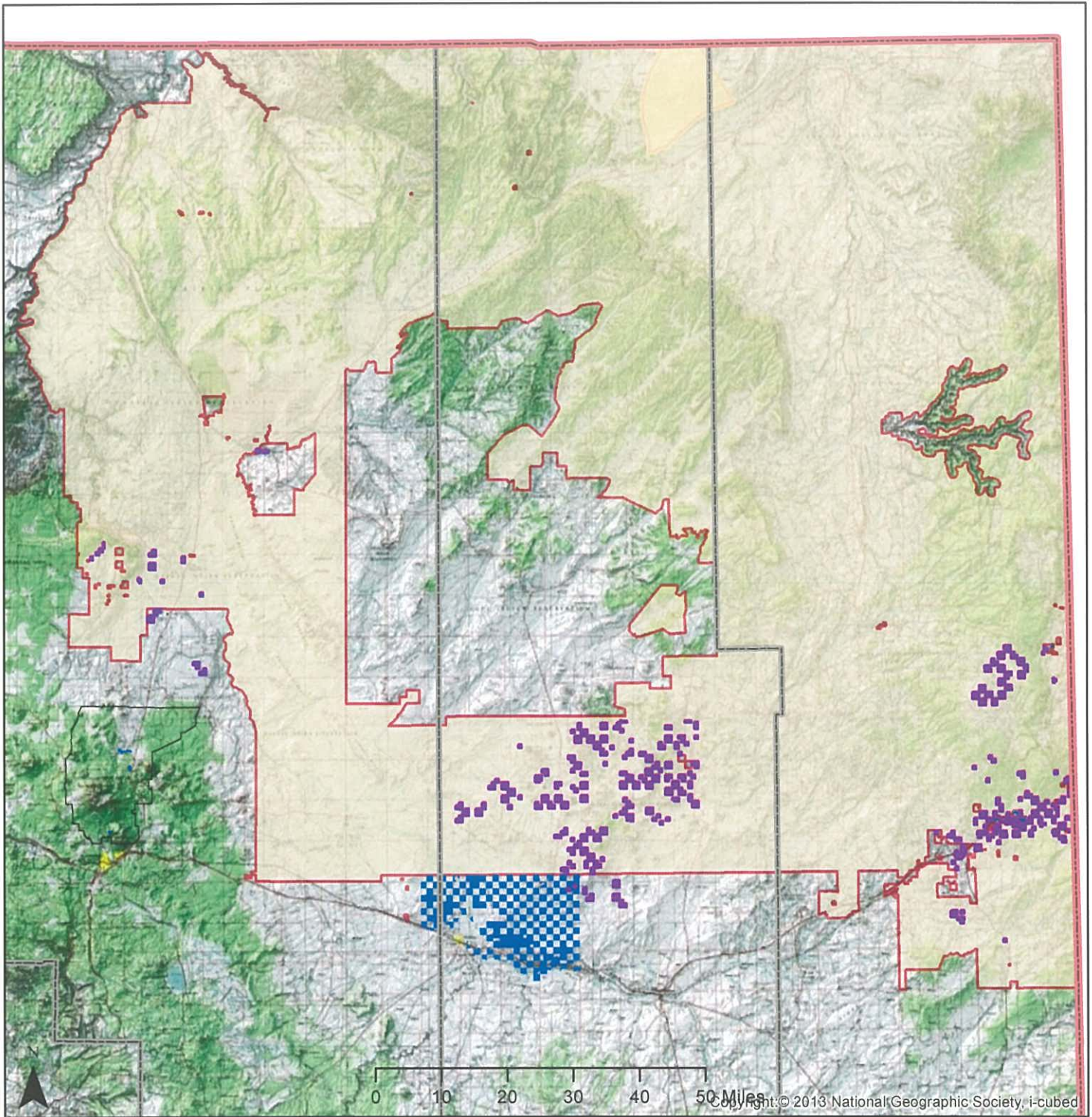
I hereby certify that the foregoing resolution, Establishing a Navajo Nation Water Rights Negotiation Team (“Negotiation Team”) to represent the Navajo Nation in negotiating a water rights settlement with the State of Arizona and related parties, was duly considered by the Navajo Nation Water Rights Commission at a duly called meeting in Window Rock, (Navajo Nation) Arizona, at which a quorum was present and that the same was passed by consensus of all the members present, this 19<sup>th</sup> day of April 2023.

  
Joelynn Ashley, Chairperson  
Navajo Nation Water Rights Commission

Motioned: Commissioner Lani Tsinnajinnie  
Seconded: Vice-Chair Commissioner Earl Tulley

# Exhibit C





**Legend**

-  Allotments
-  Navajo Fee
-  Navajo Reservation

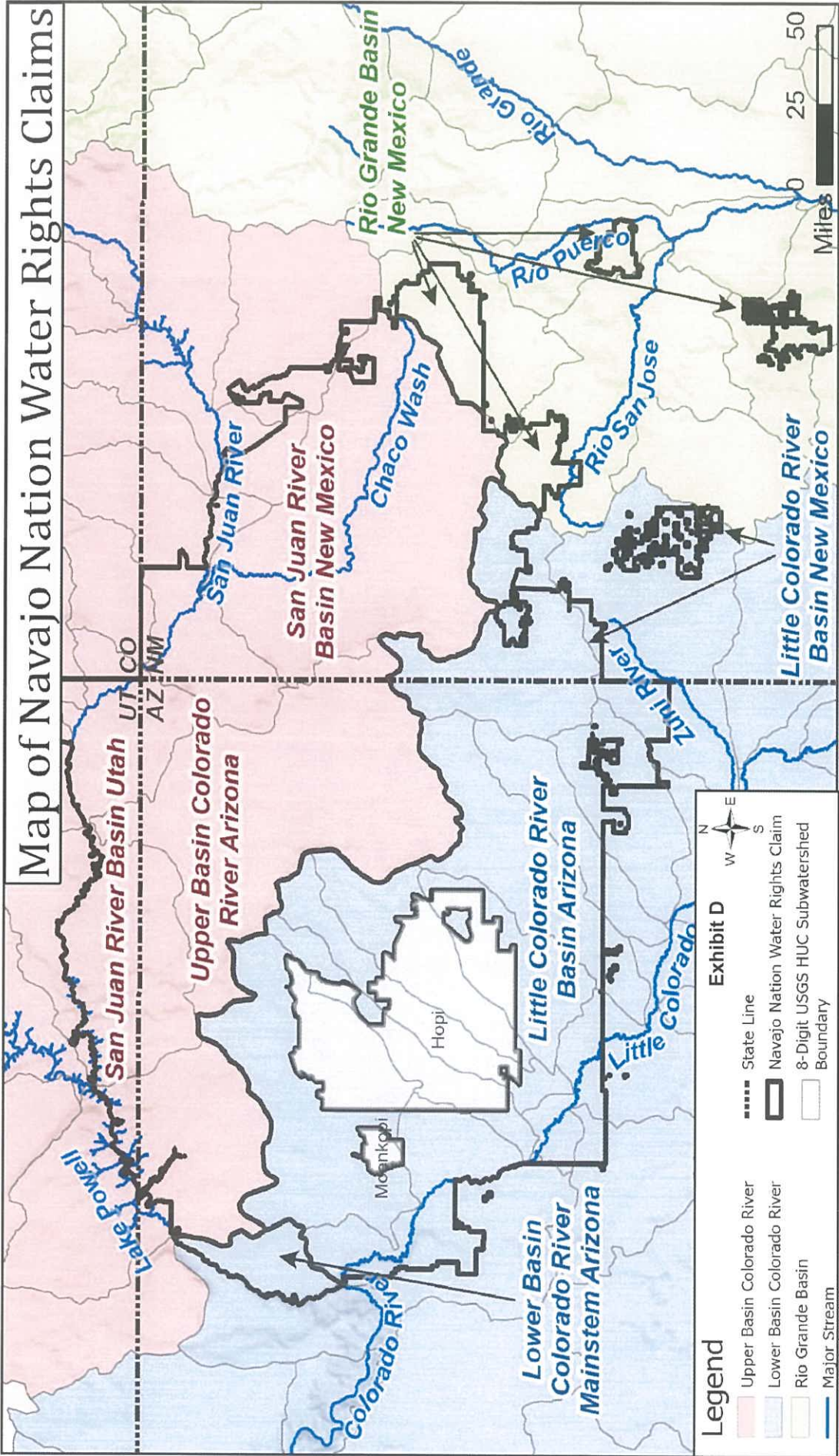
*NN Land Status Data Source:  
 NNLandStatus\_2018.shp  
 Navajo Land Department, 2018*

**EXHIBIT No. 3.1.112a**  
**Navajo Nation Lands**  
**Trust, Fee Lands, and Indian Allotments**

*Map by: NDWR, RLK 02-01-2024*

# Exhibit D

# Map of Navajo Nation Water Rights Claims



**Legend**

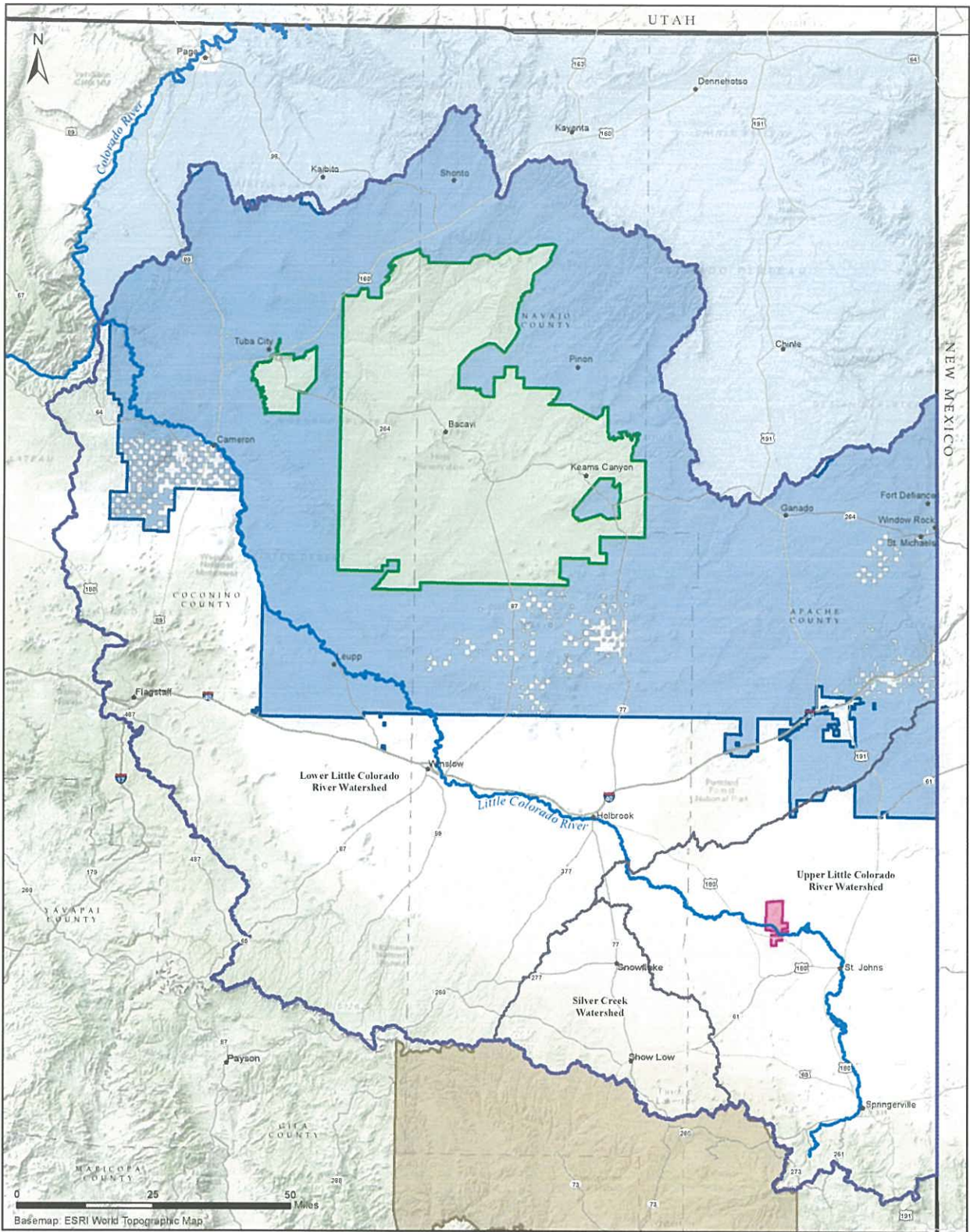
- Upper Basin Colorado River
- Lower Basin Colorado River
- Rio Grande Basin
- Major Stream
- State Line
- Navajo Nation Water Rights Claim
- 8-Digit USGS HUC Subwatershed
- Boundary

**Exhibit D**

N  
W E  
S

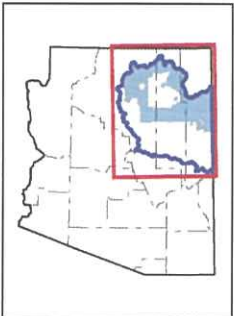
0 25 50  
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# Exhibit E




**Legend**

- City/Town
- Major Rivers
- Highways
- LCR Adjudication Boundary
- Subwatershed
- State Boundary
- Counties
- Navajo Reservation Within HSR
- Navajo Reservation Outside Adjudication
- Hopi Reservation
- White Mountain Apache Reservation
- Zuni Reservation



**Exhibit 3.1.83**  
 Location of the Navajo Reservation Within the LCR Adjudication Area

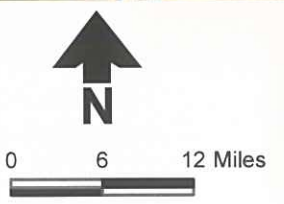
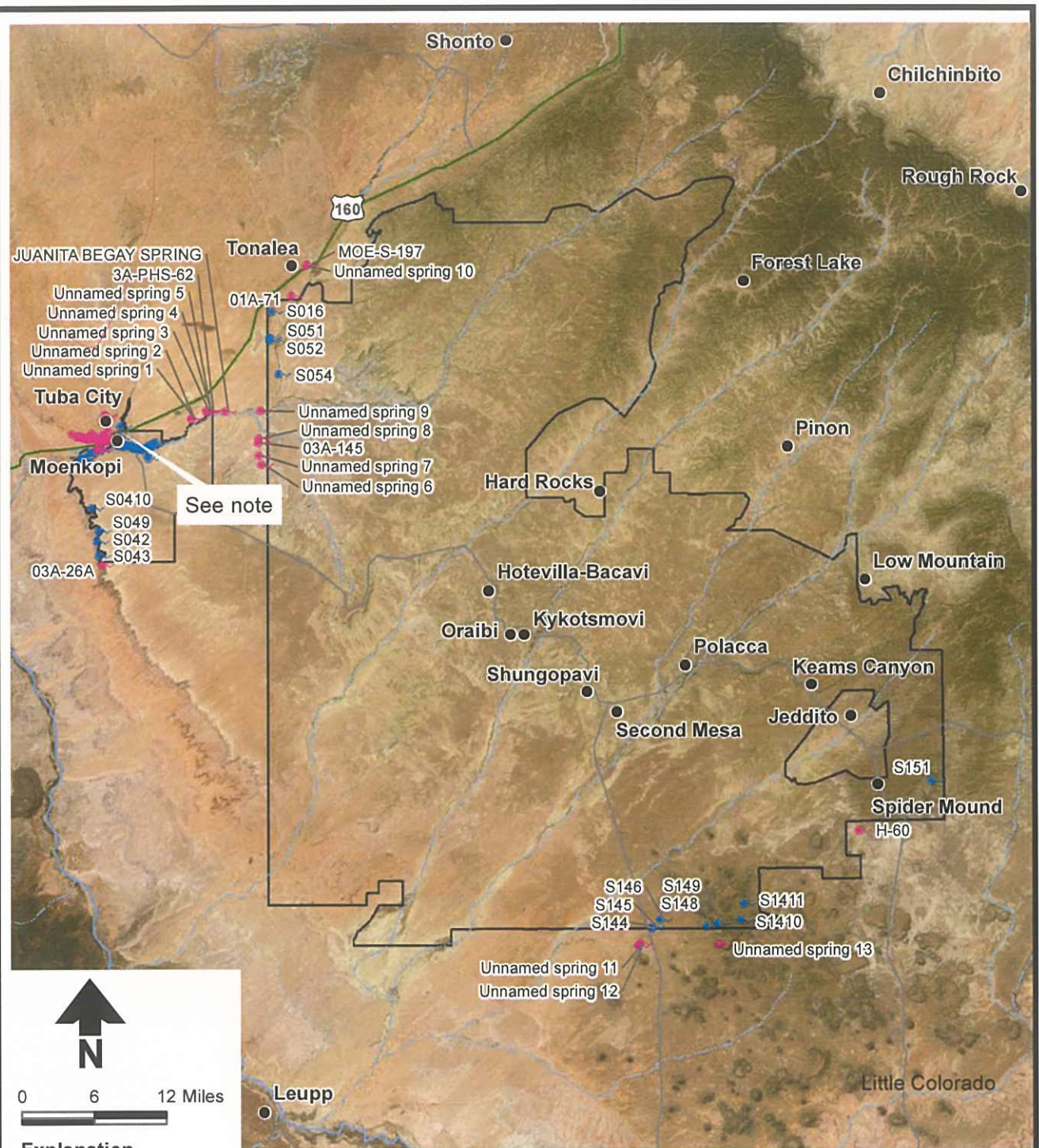
**Final Navajo Reservation HSR**  
 within the LCR Watershed  
 DCMI, Stock and Wildlife Watering, & Stockponds



ADWR December 2019

# Exhibit F

Q:\PROJECTS\HOPI\_WATER\_RIGHTS\_SETTLEMENT\GIS\MXD\2024\EXHIBIT\_7.2.3.5.4\_BOUNDARY\_SPRINGS.MXD



**Explanation**

- Hopi Tribe spring
- Navajo Nation spring
- Village or Chapter
- Hopi Reservation boundary

Note:  
 There are numerous springs along Moenkopi Wash and Echo Cliffs not labeled, but they are listed in the attached tables. Pasture Canyon Springs are shown in Exhibit 7.2.3.5.4.



### Hopi Tribe Boundary Springs - Exhibit 7.2.3.5.3, Page 2 of 3

Spring Number	Spring Name/Other Name	Hopi Label	Coordinates		Spring Number	Spring Name/Other Name	Hopi Label	Coordinates	
			X	Y				X	Y
S016	Unnamed/1A-73	S-1-339	501098	4013616	<i>Springs Not Labeled on Exhibit (cont.)</i>				
S0410	Toh Nee Di Kishi	S-4-260	477016	3987308	S0433	Unnamed	S-4-283	482755	3995382
S042	Seller, Piisave, Piisava	S-4-213	477729	3982820	S0435	Unnamed	S-4-285	482821	3995339
S043	3A-25	S-4-214	477971	3980889	S0436	Unnamed	S-4-286	482944	3995386
S049	Tonali/3A-17, Tonali	S-4-259	478048	3984250	S0437	Unnamed	S-4-287	483309	3995305
S051	Nee De Miso Bito	S-5-32	500855	4010110	S0438	Unnamed	S-4-288	483373	3995312
S052	Nee De Miso Bito/1A-75	S-5-33	500861	4009736	S0439	Unnamed	S-4-289	483408	3995305
S054	Cold Water	S-5-35	501979	4005258	S0440	Unnamed	S-4-290	483467	3995245
S1410	Ram/7H-23	S-14-201	563666	3931985	S0441	Unnamed	S-4-291	483565	3995206
S1411	Shontah/Shonto-hi,7H-234	S-14-202	564087	3934176	S0442	Unnamed	S-4-292	484089	3995334
S144	Kalbito #2	S-14-195	551875	3930899	S0443	Unnamed	S-4-293	484636	3995628
S145	Kalbito #1/07H-78	S-14-196	551863	3931146	S0444	Unnamed	S-4-294	484768	3995658
S146	Comar/7H-79	S-14-197	552922	3932018	S0445	Unnamed	S-4-295	484757	3995599
S148	Lukai/7H-76	S-14-199	559127	3931137	S0446	Unnamed	S-4-296	485537	3996095
S149	Wolf Pass	S-14-200	560570	3931514	S0447	Unnamed	S-4-297	485067	3995929
S151	Cow	S-15-332	589422	3950572	S0448	Unnamed	S-4-298	485100	3995941
<i>Springs Not Labeled on Exhibit</i>					S0449	Ironwood, Otopsapva	S-4-299		484590
S041	3A-15	S-4-211	484408	3994456	S046	3-GS-77-6	S-4-218	480162	3996047
S0411	Unnamed	S-4-261	475617	3993918	S047	Unnamed	S-4-257	475648	3993697
S0412	Unnamed	S-4-262	477056	3994784	S0474	Unnamed 07	S-4-432	478882	3996601
S0413	Unnamed	S-4-263	477143	3994801	S0475	Unnamed 08	S-4-431	478817	3996490
S0414	Unnamed	S-4-264	477251	3994804	S0476	Unnamed 09	S-4-430	478288	3996400
S0415	Unnamed	S-4-265	480125	3996134	S0478	Unnamed 11	S-4-429	478205	3995048
S0416	Moenkopi School, Susungva/3GS-77-6, MoenkopiSchoolSpring(5m)	S-4-266	480126	3996029	S0479	Unnamed 12	S-4-435	475585	3993946
S0417	Unnamed	S-4-267	480163	3996111	S048	Unnamed	S-4-258	476342	3994386
S0418	Unnamed	S-4-268	480158	3996037	S0480	Unnamed 13	S-4-434	475580	3993926
S0419	Unnamed	S-4-269	480461	3995848	S0482	Culvert Spring		480889	3998327
S0420	Unnamed	S-4-270	480866	3996826					
S0421	Unnamed	S-4-271	480855	3995848					
S0422	Unnamed	S-4-272	480935	3995794					
S0423	Unnamed	S-4-273	480953	3995779					
S0424	Unnamed	S-4-274	481131	3995588					
S0425	Unnamed	S-4-275	481450	3995733					
S0426	Unnamed	S-4-276	481636	3995757					
S0427	Unnamed	S-4-277	482116	3995682					
S0428	Unnamed	S-4-278	482336	3995624					
S0429	Unnamed	S-4-279	482537	3995434					
S0430	Unnamed	S-4-280	482543	3995442					
S0431	Unnamed	S-4-281	482572	3995422					
S0432	Unnamed	S-4-282	482697	3995382					



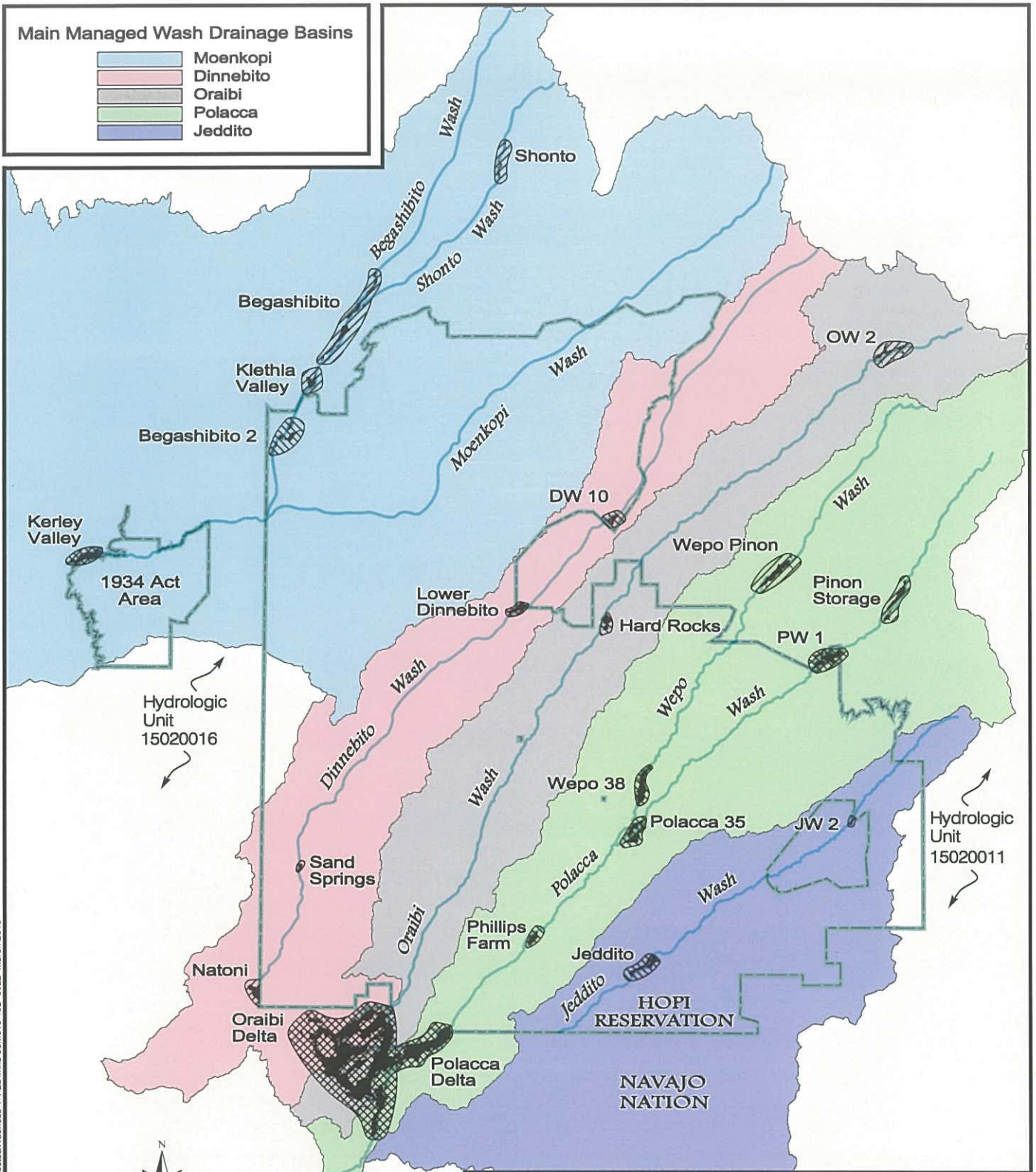


Navajo Nation Boundary Springs - Exhibit 7.2.3.5.3, Page 3 of 3

Spring Number	Spring Name	Key	Coordinates		Spring Number	Spring Name	Key	Coordinates	
			X	Y				X	Y
01A-71	Morman Well		503748	4015677	<i>Springs Not Labeled on Exhibit (cont.)</i>				
03A-145		S-00436111-A.1 3	499230	3995978			S-00336111-A.3 3	477006	3997251
03A-26A	Spring on the Rock	S-00135111-H.2 3	478333	3979648			S-00436111-A.2 3	478405	3997086
3A-PHS-62	Leechee Dasikaid Spring	S-00736111-B.1 3	492868	4000326			S-00436111-A.3 3	477279	3997017
H-60	Spring-7-2-9	S-00135110-F.1 7	579555	3943889			S-00536111-A.2 3	478774	3996785
Juanita Begay Spring	Juanita Begay Spring		494839	4000217			S-00536111-A.3 3	476660	3996471
MOE-S-197	MOE-S-197	W-00536110-C.8 1	505776	4019863			S-00636111-A.2 3	478057	3996130
Unnamed spring 1		S-00236111-B.1 3	490357	3999231			S-00636111-A.3 3	476550	3996482
Unnamed spring 10		S-00136110-C.8 1	505716	4019743			S-00736111-A.2 3	478761	3996301
Unnamed spring 11		S-01035110-D.4 7	549935	3928449			S-00736111-A.3 3	476288	3996581
Unnamed spring 12	Spring		550248	3928747			S-00836111-A.2 3	478368	3996215
Unnamed spring 13		S-00335110-D.3 7	560833	3928638			S-00836111-A.3 3	476225	3996623
Unnamed spring 2		S-00336111-B.1 3	490386	3999247			S-00936111-A.3 3	475985	3996729
Unnamed spring 3		S-00436111-B.1 3	492286	4000286			S-01036111-A.3 3	476082	3996671
Unnamed spring 4	Spring		492515	4000297			S-01036111-B.2 3	478964	3999627
Unnamed spring 5		S-00636111-B.1 3	492568	4000297			S-01136111-A.3 3	475832	3996710
Unnamed spring 6		S-00136111-A.1 3	499642	3993025			S-01236111-A.3 3	475477	3996916
Unnamed spring 7		S-00236111-A.1 3	499267	3994221			S-01336111-A.3 3	475336	3996921
Unnamed spring 8		S-00336111-A.1 3	499270	3996529			S-01436111-A.3 3	475005	3996937
Unnamed spring 9		S-00536111-B.1 3	499521	4000314					
<i>Springs Not Labeled on Exhibit</i>									
03A-18	Charley Day Well		478671	3999739					
03B-270		S-00236111-A.2 3	477773	3996522					
	Goldtooth Spring		478108	3995232					
	MOE-S-209		476818	3996981					
	MOE-S-216		478567	3996255					
	MOE-S-217		478466	3996230					
	MOE-S-219		478715	3996249					
	MOE-S-220		474345	3997220					
	MOE-S-221		476875	3996995					
	MOE-S-222		479120	3997620					
	MOE-S-223		475131	3996787					
	MOE-S-231		478882	3996600					
	MOE-S-232		478817	3996490					
	Spring		478955	3996378					
	Spring		478890	3996231					
	Spring		477811	3995083					
	Spring		477850	3995081					
		S-00136111-A.2 3	477846	3996397					
		S-00336111-A.2 3	477880	3996356					

# Exhibit G

**Main Managed Wash Drainage Basins**



Note:  
Drainage basin boundaries are from the Natural Resources Conservation Service (NRCS) digital hydrologic unit boundary layer to the 5th level for the State of Arizona.

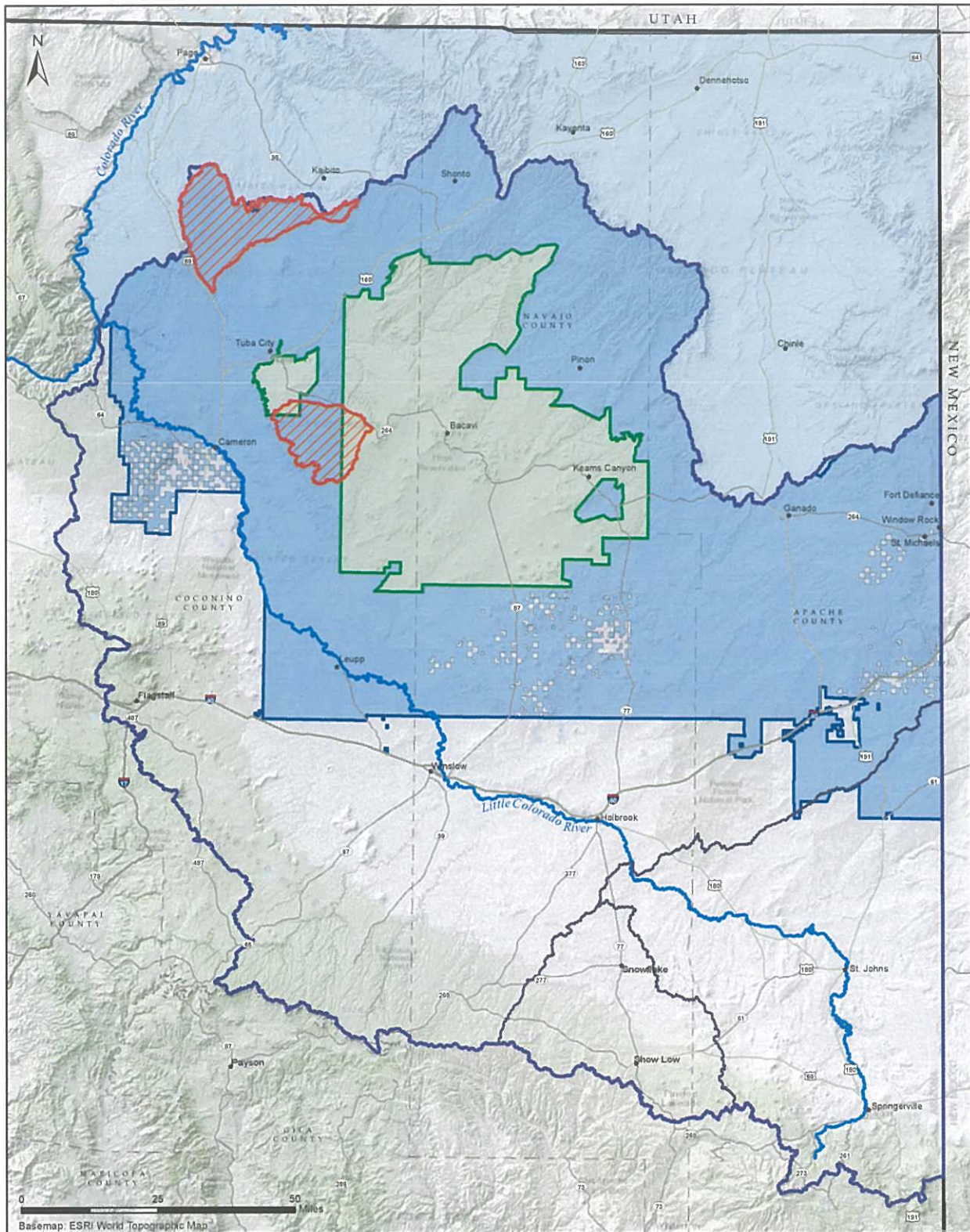


**Exhibit 7.1.1.2D**

**Designated Historic Irrigation Project General Location**

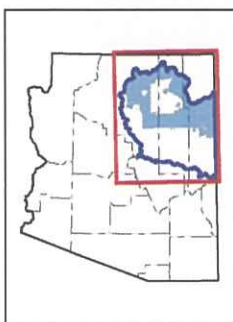


# Exhibit H



**Legend**


- City/Town
- Major Rivers
- Highways
- LCR Adjudication Boundary
- Subwatershed
- Closed Basins (from USGS HUC10)
- State Boundary
- Counties
- Navajo Reservation Within HSR
- Navajo Reservation Outside Adjudication
- Hopi Reservation



**Exhibit 3.1.21b**  
On-Reservation Closed Basins

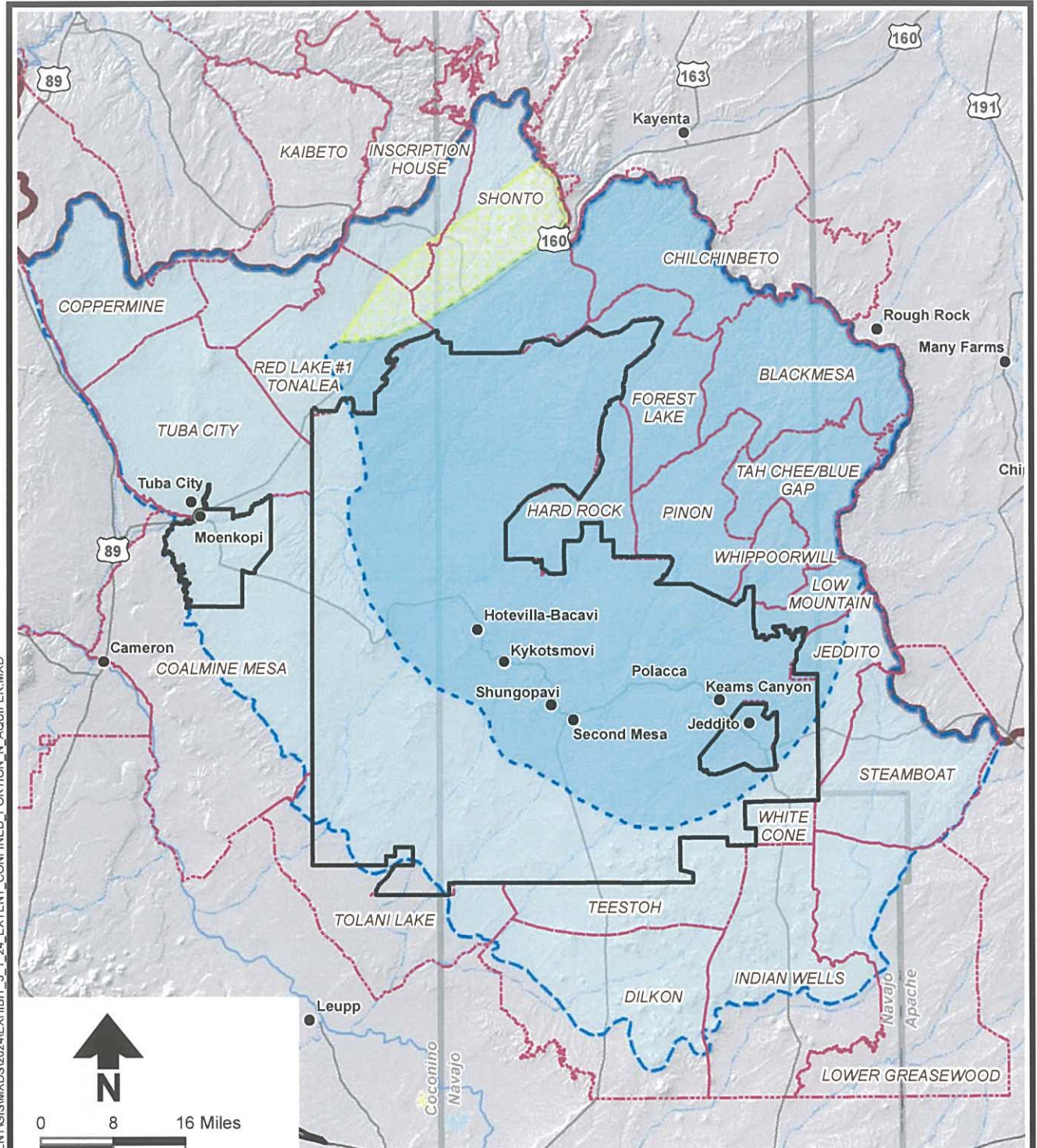
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**Final Navajo Reservation HSR**  
within the LCR Watershed  
DCMI, Stock and Wildlife Watering, & Stockponds



# Exhibit I

Q:\PROJECTS\HOPI\_WATER\_RIGHTS\_SETTLEMENT\GIS\MXD\2024\EXHIBIT\_3.1.24\_EXTENT\_CONFINED\_PORTION\_N\_AQUIFER.MXD



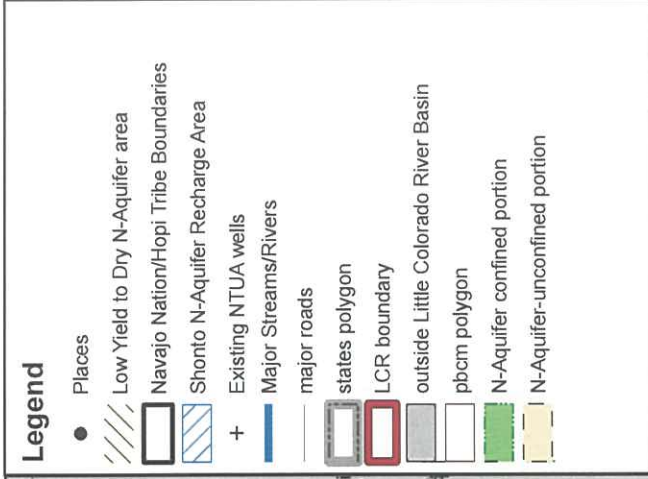
**Explanation**

- Town or village
- LCR Basin boundary
- ▭ Hopi Reservation
- - - Navajo Nation chapter
- ▭ N-Aquifer extent
- ▭ Confined N-Aquifer extent
- ▭ Shonto Recharge Area
- ▭ County boundary

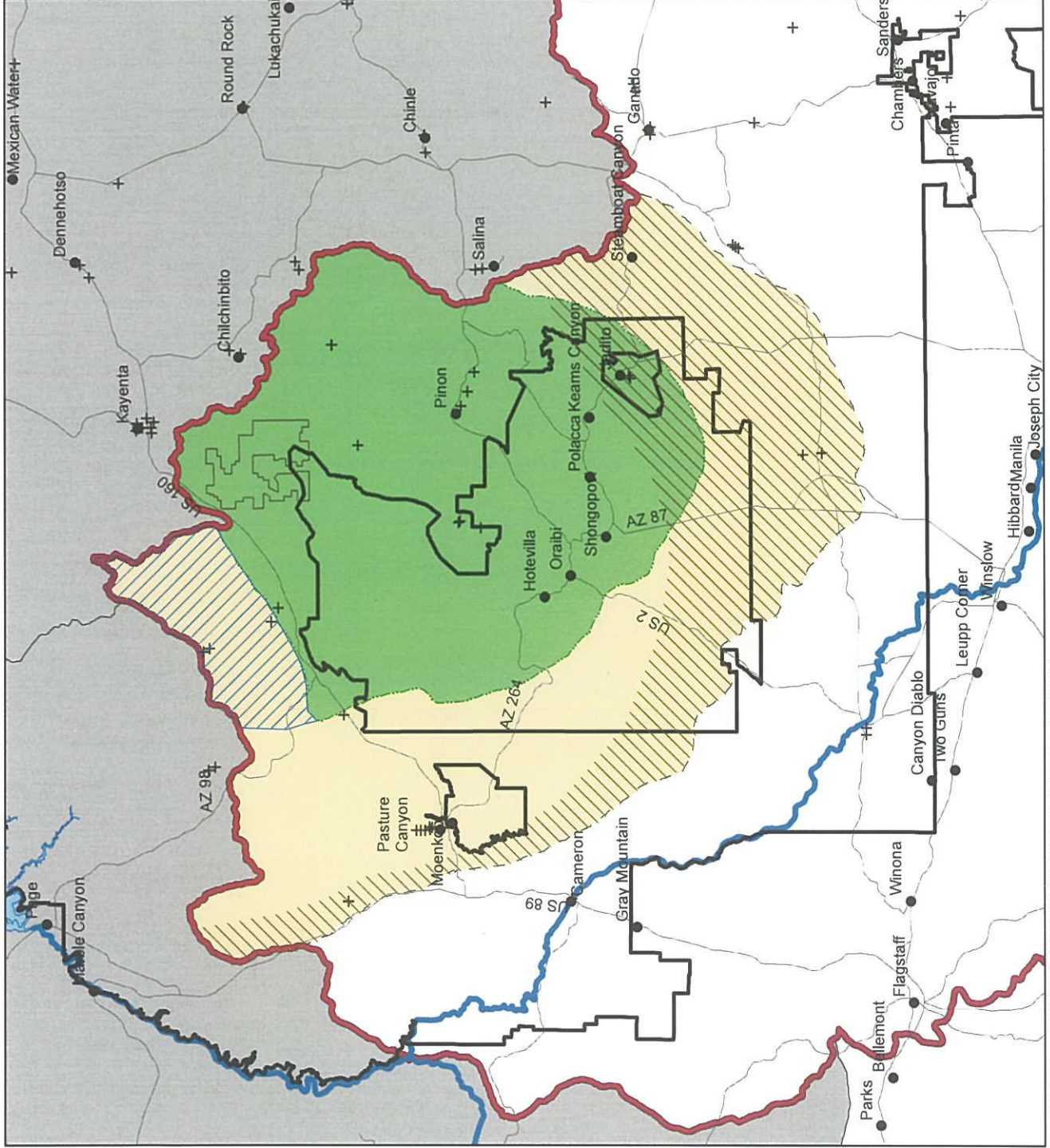
Note: Exhibit may be modified by mutual consent of the Hopi Tribe and the Navajo Nation.

# Exhibit J





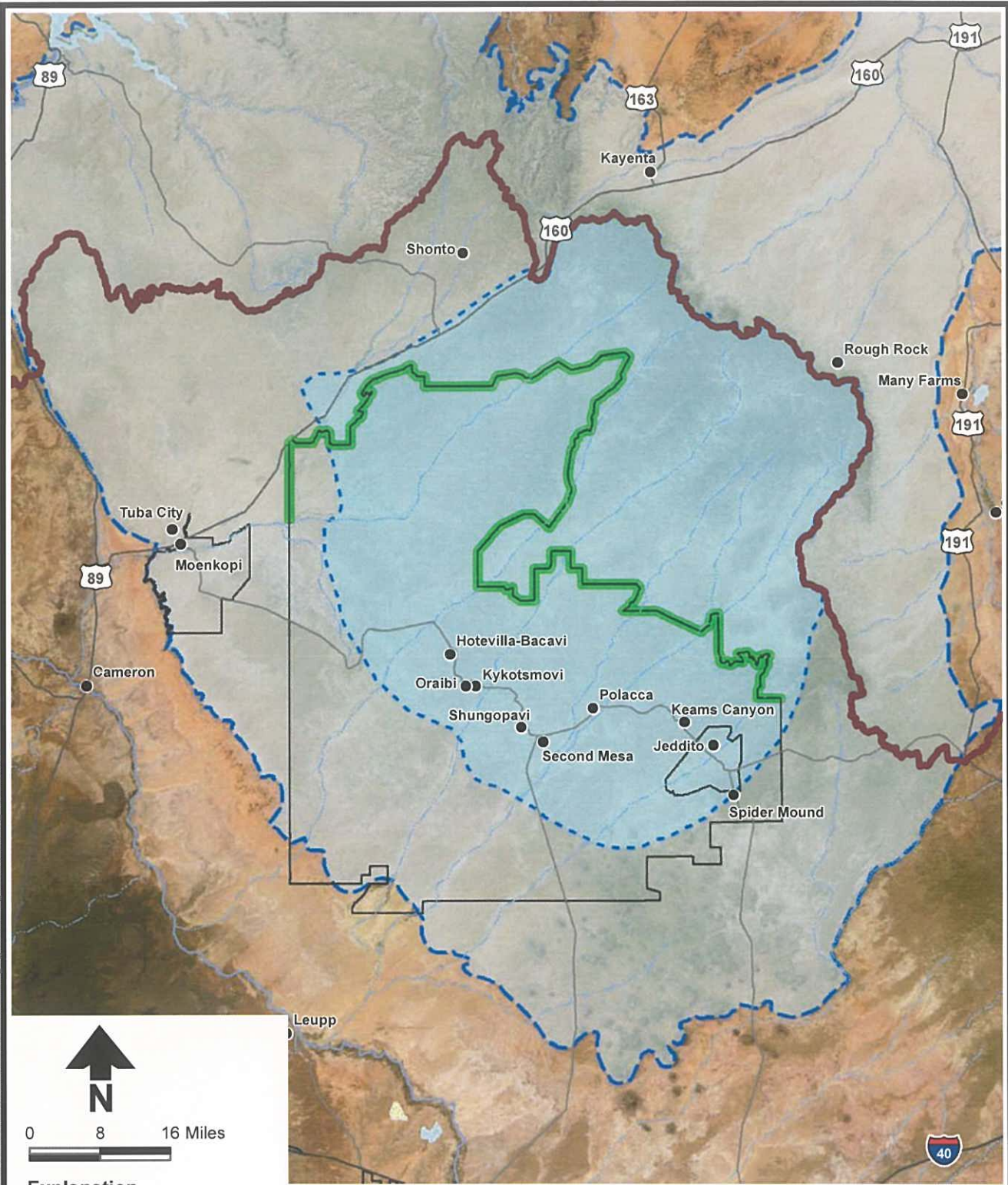
# N-Aquifer Map Little Colorado River Basin Arizona



Q:\Projects\Hopi\_Water\_Rights\_Settlement\Drawings\Exhibit 3.1.96 N-Aquifer Map (1)

# Exhibit K

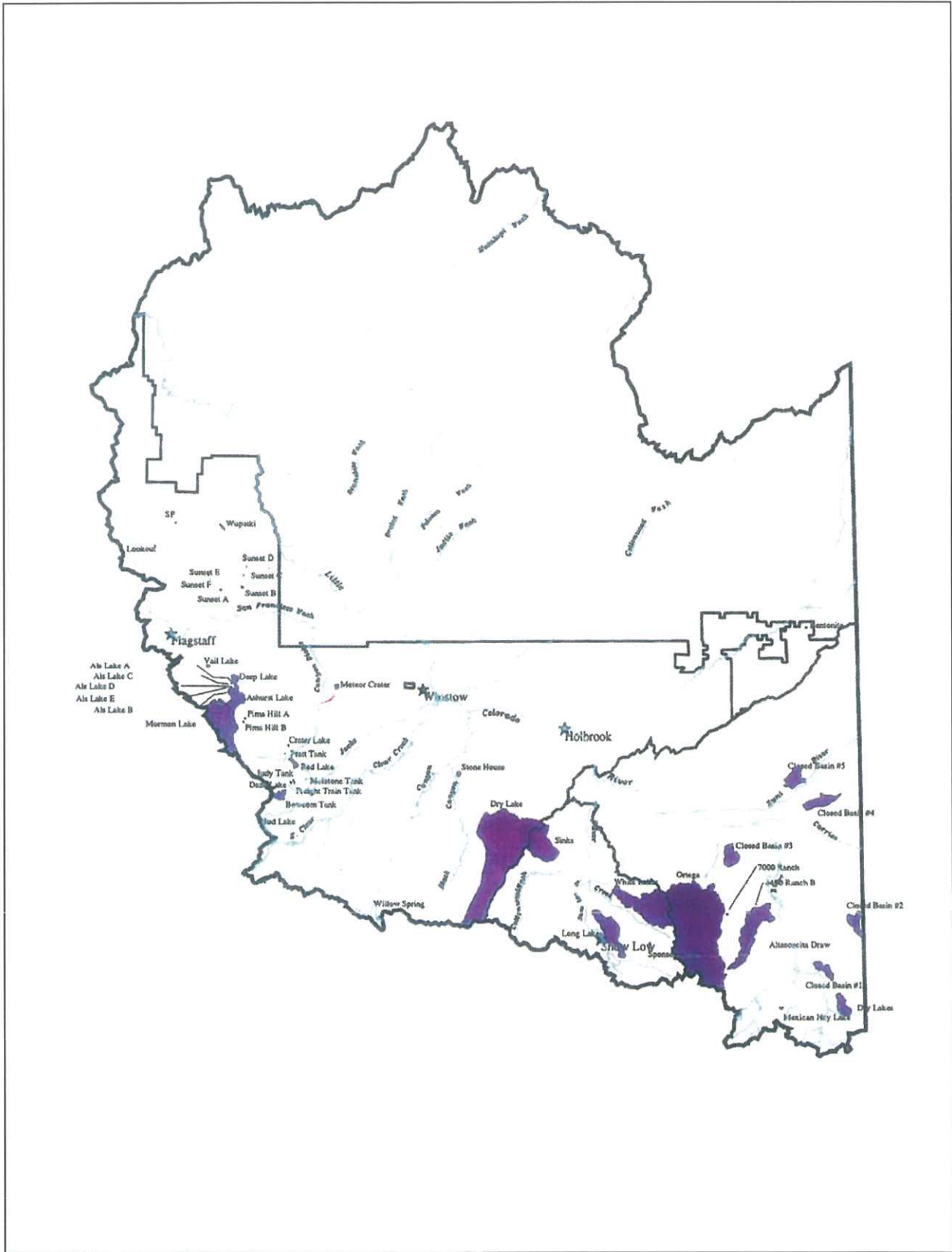
Q:\PROJECTS\HOPI\_WATER\_RIGHTS\_SETTLEMENT\GIS\MXD\2024\EXHIBIT\_N\_AQUIFER\_RESTRICTED\_ZONE.MXD



**Explanation**

- Town or village
- ▭ Hopi Reservation
- ▭ Little Colorado River (LCR) Basin boundary
- ▭ Approximate N aquifer extent
- ▭ N Aquifer Restricted Zone
- ▭ Approximate confined N aquifer extent

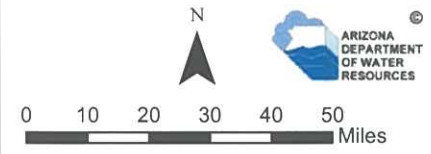
# Exhibit L



**Legend**

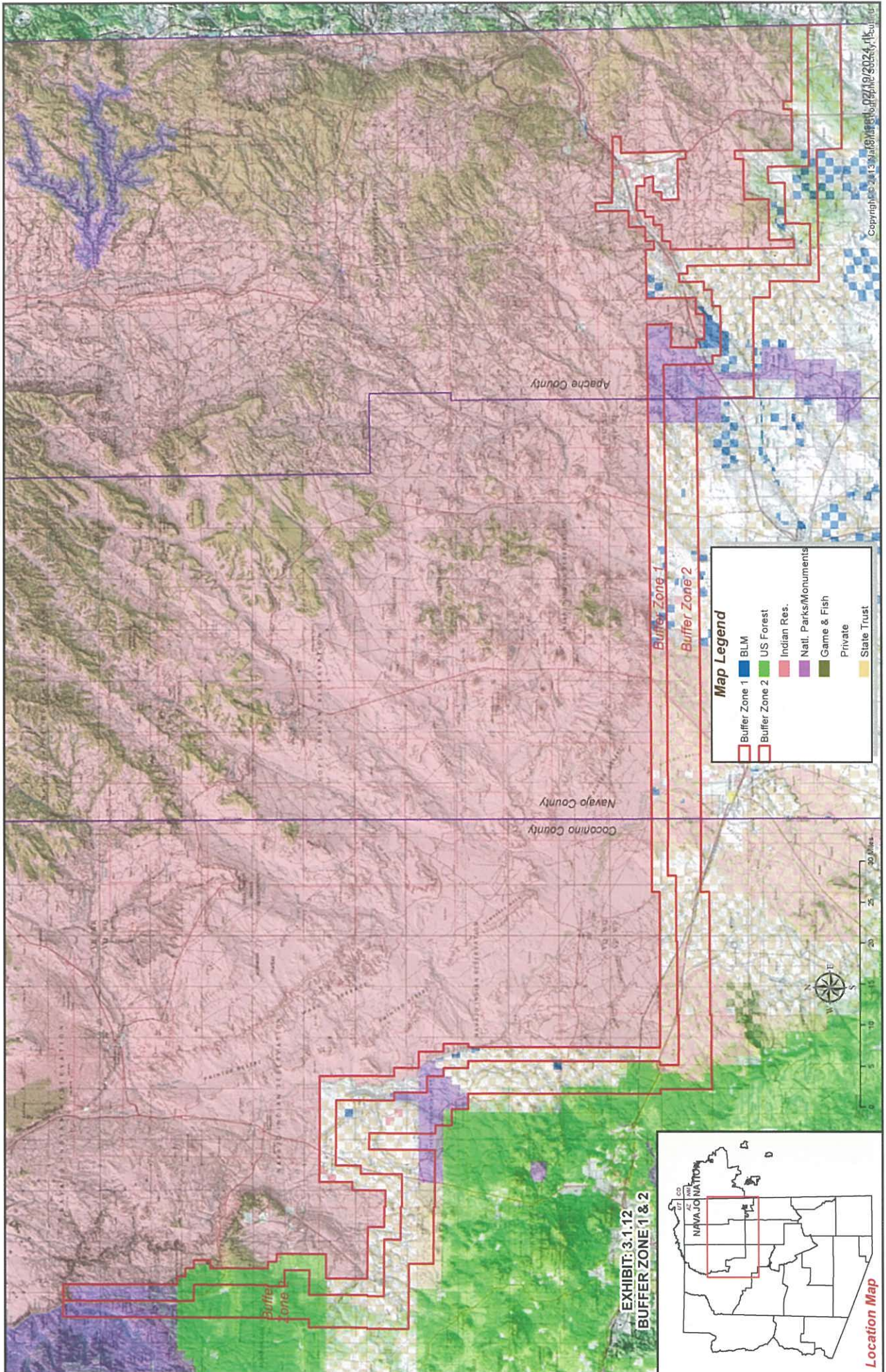
 Closed Drainage Basins in the LCR Adjudication Area

Source: ADWR, 1994



**Exhibit 3.1.21a**  
Off Reservation  
Closed Basin Map

# Exhibit M



# Exhibit N



**RESOLUTION OF THE  
NAVAJO NATION WATER RIGHTS COMMISSION**

**To Expand the Navajo Nation Water Rights Negotiation Team Established by NNWRC-2023-005 for the Northeastern Arizona Indian Water Rights Settlement Agreement.**

**WHEREAS**

1. The Navajo Nation Council, pursuant to Resolution CAP-39-02, established the Navajo Nation Water Rights Commission (the "Commission"); and
2. The Commission works to ensure that the water rights of the Navajo Nation are vigorously pursued and effectively coordinated, and to enhance the communication between all entities engaged in water rights efforts on behalf of the Navajo Nation; and
3. The Commission is authorized to establish and supervise negotiating teams for any and all Navajo Nation water rights negotiation efforts to ensure consistency of positions and to maximize success consistent with the Navajo Nation water strategy; and
4. On April 19, 2023, the Navajo Nation Water Rights Commission passed NNWRC-2023-005 establishing a Navajo Nation Water Rights Negotiation Team ("Negotiation Team") to negotiate a water rights settlement with the State of Arizona and related parties. The Negotiation Team is comprised of Council Delegates from affected Arizona communities, representatives from the Executive Branch, and legal and technical staff from the Navajo Nation Department of Justice and the Navajo Nation Department of Water Resources; and
5. The Navajo Nation and other interested parties in the Little Colorado River Adjudication, including the State of Arizona, the Hopi Tribe, and the San Juan Southern Paiute Tribe, have substantially negotiated a proposed comprehensive water settlement of the Navajo Nation's water rights in Arizona (the "Northeastern Arizona Indian Water Rights Settlement Agreement" or "Settlement Agreement"); and
6. The proposed Settlement Agreement, once authorized and funded by the United States Congress, would settle all water rights claims in the State of Arizona for the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe; and
7. The proposed Settlement Agreement, once authorized and funded by the United States Congress and conformed to match those terms, will recognize the enforceable water rights of the Navajo Nation and provide vital funding for water infrastructure development that is critical to meet the current and future needs of the Navajo People in the Arizona portion of the Navajo Nation; and
8. Key Navajo water claims recognized in the Settlement Agreement include:
  - a. 44,700 acre-feet per year (AFY) of the State of Arizona's Upper Basin allocation of Colorado River water;
  - b. 3,600 AFY of Fourth Priority Lower Basin Colorado River water;
  - c. All of the Little Colorado River water that reaches the Navajo Nation;

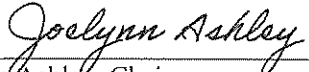
- d. All of the Navajo Aquifer that underlies the Navajo Nation (subject to an agreement with the Hopi Tribe regarding pumping limits for conservation purposes); and
  - e. All of the Coconino Aquifer that underlies the Navajo Nation; and
9. After the proposed Settlement Agreement is approved by the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the State of Arizona parties the Settlement Agreement will be introduced in Congress to be authorized by the United States. In the event changes are made to the Settlement Agreement during the congressional process, the Navajo Nation Council authorizes the Negotiation Team to approve necessary technical and conforming changes to the Settlement Agreement; and
10. The Commission recommends expanding the Navajo Nation Water Rights Settlement Negotiation Team to include Navajo Nation Council Speaker Crystalsyne Curley, Navajo Nation Council Delegate Casey Allen Johnson, and Navajo Nation Council Delegate Helena Nez Begay to assist in approving the technical and conforming changes to the Settlement Agreement that occur during the congressional process; and
11. The Navajo Nation Water Rights Commission determines that expanding the Navajo Nation Water Rights Settlement Negotiation Team is in the best interest of the members and chapters of the Navajo Nation residing within Arizona and the Navajo Nation in general.

**NOW THEREFORE BE IT RESOLVED:**

The Navajo Nation Water Rights Commission hereby expands the Navajo Nation Water Rights Settlement Negotiation Team to include Navajo Nation Council Speaker Crystalsyne Curley, Navajo Nation Council Delegate Casey Allen Johnson, and Navajo Nation Council Delegate Helena Nez Begay.

**CERTIFICATION**

I hereby certify that the foregoing resolution, To Expand the Navajo Nation Water Rights Negotiation Team Established by NNWRC-2023-005 for the Navajo Nation's Arizona Water Rights Negotiations, was duly considered by the Navajo Nation Water Rights Commission at a duly called meeting in Window Rock, Navajo Nation (Arizona) at which a quorum was present and consensus was reached this 8<sup>th</sup> day of May, 2024.

  
\_\_\_\_\_  
Joelynn Ashley, Chairperson  
Navajo Nation Water Rights Commission

Motioned: Commissioner Lorenzo Bates  
Seconded: Commissioner Jason John

# Exhibit O

**RESOLUTION OF THE  
NAVAJO NATION WATER RIGHTS COMMISSION**

**Endorsing the Northeastern Arizona Indian Water Rights Settlement Agreement and  
Recommending Approval by the Resources and Development and Budget and Finance and  
Naabik'ivati' Committees and the Navajo Nation Council.**

**WHEREAS**

1. The Navajo Nation Council, pursuant to Resolution CAP-39-02, established the Navajo Nation Water Rights Commission (the "Commission"); and
2. The Commission works to ensure that the water rights of the Navajo Nation are vigorously pursued and effectively coordinated, and to enhance the communication between all entities engaged in water rights efforts on behalf of the Navajo Nation; and
3. The Commission is authorized to establish and supervise negotiating teams for any and all Navajo Nation water rights negotiation efforts to ensure consistency of positions and to maximize success consistent with the Navajo Nation water strategy; and
4. The Commission recommends resolutions to Standing Committees of the Navajo Nation Council to enhance the Navajo Nation position on water rights claims; and
5. Bits'íís Nínee (River of Long Life Span – the Colorado River) and Tolchi'íkóoh (Red Water Wash – the Little Colorado River) are protectors for the Navajo people born from our sacred mountains, and are two of the four sacred rivers that set the boundaries for Dinétah (Navajoland). The settlement of the Nation's waters located in Arizona ensures that these rivers will continue to protect the Navajo Nation (the "Nation") and our people and sustain life on our lands – forever; and
6. Since Navajo creation, water has served as a fundamental element to Navajo life. Tó bée da' iiná. (With water, there is life), and it is elemental to Hózhóogo Oodáál, the Navajo Way of Life. We pray and make offerings for rain to fill our rivers so our animals, crops, land, and people can grow and thrive. In the 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; and
7. Navajo communities in Arizona that encompass portions of the Upper Basin of the Colorado River and the Lower Basin of the Colorado River have severe water infrastructure deficiencies that negatively impact the health, economy, and welfare of the Navajo people, as recognized by the Navajo Nation Department of Water Resources, Water Resource Development Strategy for the Navajo Nation (July 2011) at VIII; and
8. In 2020, during the Coronavirus (COVID-19) pandemic, the lack of water infrastructure on the Navajo Nation exacerbated the spread of the virus infecting more than 90,000 Navajo people and resulting in the death of more than 2,000 Navajo People. This placed the Navajo Nation in the global and national spotlight for its lack of access to clean water. Without access to potable water, Navajo communities remain disproportionately vulnerable to COVID-19 and other communicable diseases;

and

9. The lack of water infrastructure and access to potable water sources on the Navajo Nation is compounded by intensifying climate conditions and a “megadrought” impacting all of the American Southwest. The proposed comprehensive Arizona water rights settlement will protect the Navajo People from these impacts and sustain continued life on the Navajo Nation by ensuring that a meaningful water source will be available and accessible to the Navajo People in the near term and for generations to come; and
10. In July of 2020, the State of Arizona, other interested parties, the Hopi Tribe, the Navajo Nation, and the United States began its most recent water rights negotiation discussions to settle the water rights of the Hopi Tribe and the Navajo Nation for all water claims within the State of Arizona; and
11. On April 15, 2023, a Leadership Meeting was held between President Buu Nygren, Speaker Crystalyne Curley, the Naabik’iyati’ Committee of the 25th Navajo Nation Council, and the Navajo Nation Water Rights Commission where they decided that the Navajo Nation would commence renewed efforts to settle its comprehensive claims to water rights in the State of Arizona.
12. On April 19, 2023, the Navajo Nation Water Rights Commission passed NNWRC-2023-005 establishing a Navajo Nation Water Rights Negotiation Team (“Negotiation Team”) to negotiate a water rights settlement with the State of Arizona and related parties. The Negotiation Team is comprised of Council Delegates from affected Arizona communities, representatives from the Executive Branch, and legal and technical staff from the Navajo Nation Department of Justice and the Navajo Nation Department of Water Resources; and
13. The Navajo Nation and other interested parties in the Little Colorado River Adjudication, including the State of Arizona, the Hopi Tribe, and the San Juan Southern Paiute Tribe, have substantially negotiated a comprehensive water settlement of the Navajo Nation’s water rights in Arizona (the “Northeastern Arizona Indian Water Rights Settlement Agreement” or “Settlement Agreement”); and
14. The Settlement Agreement, once authorized and funded by the United States Congress, would settle all water rights claims in the State of Arizona for the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe; and
15. The Settlement Agreement, once authorized and funded by the United States Congress and conformed to match those terms, will recognize the enforceable water rights of the Navajo Nation and provide vital funding for water infrastructure development that is critical to meet the current and future needs of the Navajo People in the Arizona portion of the Navajo Nation; and
16. Key Navajo water claims recognized in the Settlement Agreement include:
  - a. 44,700 acre-feet per year (AFY) of the State of Arizona’s Upper Basin allocation of Colorado River water;
  - b. 3,600 AFY of Fourth Priority Lower Basin Colorado River water;
  - c. All of the Little Colorado River water that reaches the Navajo Nation;
  - d. All of the Navajo Aquifer that underlies the Navajo Nation (subject to an agreement with the Hopi Tribe regarding pumping limits for conservation purposes); and
  - e. All of the Coconino Aquifer that underlies the Navajo Nation; and
17. The Settlement Agreement requests that the United States Congress provide funding necessary to

build water projects for the Navajo Nation, including the iiná bá – paa tuwaq’atsi pipeline (formerly known as the Western Navajo Pipeline), the Southwest Regional Groundwater Project, the Ganado Regional Groundwater Project, the Black Mesa Regional Groundwater Project, the Four Corners Project, the Kayenta Project, the Lupton Area Project, the Code Talker Lateral, and local N-Aquifer and C-Aquifer projects; and


18. The Settlement Agreement also requests that the United States Congress provide funding for the Navajo Nation Renewable Energy Trust Fund, the Navajo Nation Agricultural Conservation Trust Fund, the Navajo Operation, Maintenance & Replacement Fund, and the Navajo Nation Lower Basin Colorado River Water Acquisition Fund; and
19. The 118<sup>TH</sup> Congress and the current Administration support Indian Water Rights Settlements and it is important to submit the Settlement Agreement as soon as possible and in accordance with the current congressional schedule for its consideration during this favorable time; and
20. Since January 29, 2024, the Navajo Nation Water Rights Commission, with legal and technical assistance from the Department of Justice Water Rights Unit and the Department of Water Resources, provided 31 public presentations on the Northeastern Arizona Indian Water Rights Settlement Agreement to 733 individuals in 25 different chapter communities. Presentations were also provided to the Diné Hataalii Association, the Navajo Nation Human Rights Commission and to the Northern, Western, Central, and Fort Defiance Agency Councils. There were also 7 forums held on radio and social media livestreams reaching a listening audience of approximately 200,000 individuals and receiving interaction from approximately 28,500 social media accounts; and
21. Consistent with the concept of *Tó’él’iiná at’e*, the Navajo Nation Water Rights Commission determines that it is in the best interest of the members and chapters of the Navajo Nation residing within Arizona and the Navajo Nation in general, to recommend approval by the Navajo Nation Council of the Northeastern Arizona Indian Water Right Settlement Agreement.

**NOW THEREFORE BE IT RESOLVED:**

The Navajo Nation Water Rights Commission hereby endorses the Northeastern Arizona Indian Water Rights Settlement Agreement, attached here as Exhibit A, and recommends approval by the Resources and Development, Budget and Finance and Naabik’iyati’ Committees and the Navajo Nation Council of the Settlement Agreement.

**CERTIFICATION**

I hereby certify that the foregoing resolution, Endorsing the Northeastern Arizona Indian Water Rights Settlement Agreement and Recommending Approval by the Resources and Development, Budget and Finance and Naabik’iyati’ Committees and the Navajo Nation Council, was duly considered by the Navajo Nation Water Rights Commission at a duly called meeting in Window Rock, Navajo Nation (Arizona) at which a quorum was present and consensus was reached this 9th day of May, 2024.

  
\_\_\_\_\_  
Joelynn Ashley, Chairperson  
Navajo Nation Water Rights Commission

Motioned: Commissioner Lorenzo Bates  
Seconded: Commissioner Jason John

# Exhibit P

EXHIBIT 9.10

CERTAIN AGREEMENTS AMONG THE UNITED STATES, THE HOPI TRIBE, THE NAVAJO NATION, BAR T BAR,  
AND THE ARIZONA STATE LAND DEPARTMENT CONCERNING UNDERGROUND WATER AND RELATED  
RIGHTS AND OBLIGATIONS IN THE NAVAJO HOPI C-AQUIFER PUMPING RESTRICTION AREA AND BAR T  
BAR RANCH

1. Reference to the Agreement. This Exhibit 9.10 is attached to and a part of that certain Northeastern Arizona Indian Water Rights Settlement Agreement (the "Agreement").
2. Parties. The parties to this Exhibit 9.10 are the United States acting as trustee for the Hopi Tribe, the United States acting as trustee for the Navajo Nation, the Hopi Tribe, the Navajo Nation, Bar T Bar Ranch, Inc., Bar T Bar Ranch Company, LP, Meteor Crater Enterprises, Inc. (Bar T Bar Ranch, Inc., Bar T Bar Ranch Company, LP, Meteor Crater Enterprises, Inc., collectively hereinafter referred to as "Bar T Bar") and the Arizona State Land Department. The terms of this Exhibit 9.10 are binding on the parties to this Exhibit 9.10 and their successors and assigns in perpetuity. For purposes of this Exhibit 9.10, reference to any named party refers to the named party and third parties acting on its behalf.
3. Definitions. Initially capitalized terms not otherwise defined in this Exhibit 9.10 shall have the meanings ascribed to such terms in the Agreement. Shorthand references in this Exhibit 9.10 to "T[##]N R[##]E" refer to Townships and Ranges, Gila and Salt River Base and Meridian, Coconino County, Arizona.
4. Conflict or Inconsistency. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Exhibit 9.10, the terms of this Exhibit 9.10 shall govern and control.
5. Navajo Hopi C-Aquifer Pumping Restriction Area. In addition to the "Bar T Bar Ranch Pumping Restriction Area" (defined below), this Exhibit 9.10 pertains to certain land and related rights owned as of the Effective Date by (i) the United States in trust for the benefit of the Hopi Tribe, (ii) the United States in trust for the benefit of the Navajo Nation, (iii) the Hopi Tribe, (iv) the Navajo Nation, and (v) the Arizona State Land Department, within the geographic area described as follows:
  - a. T20N R11E.
  - b. T20N R12E, except those portions of Sections 24 and 36 outside Arizona State Land Department Grazing Lease 05-474 (attached to this Exhibit 9.10 as Attachment A).
  - c. Sections 10, 11, 13, 14, 15, 23 and 24, T20N R12.5E, except those portions of Sections 10 and 14 lying northeast of the centerline of the BNSF railroad right of way.
  - d. Sections 19, 29 and 30, T20N R13E, except those portions of Section 30 lying northeast of the centerline of the BNSF railroad right of way.
  - e. Sections 20, 29, 30, 31 and 32, T21N R11E.
  - f. Portions of Section 19, T21N R11E.



The geographic area described in this paragraph 5 is hereinafter referred to as the “Navajo Hopi C-Aquifer Pumping Restriction Area” and is depicted in Figure 1 attached to this Exhibit 9.10 and incorporated herein by this reference.

6. Buffer Zone 1 and Buffer Zone 2 Not Applicable. Without limiting the generality of paragraph 4 of this Exhibit 9.10, Buffer Zone 1 and Buffer Zone 2 do not include, and Subparagraphs 9.4, 9.5, 9.6, 9.7, 9.8 and 9.9 of the Agreement shall have no application to, land within the Navajo Hopi C-Aquifer Pumping Restriction Area that is leased, owned, or otherwise controlled by the Hopi Tribe, or has been condemned for the benefit of the Hopi Tribe, or is held in trust by the United States for the benefit of the Hopi Tribe, regardless of when such lease, ownership, control, or trust status commences.
7. Hopi Tribe Buffer North. Following the Effective Date, no new Non-Exempt Wells shall be drilled in:
  - a. The north one mile of Sections 1 and 3, or anywhere in Sections 2 and 4, T20N R11E.
  - b. The north one mile of Sections 1, 3, and 5, or anywhere in Sections 2 (to the extent included with the Navajo Hopi C-Aquifer Pumping Restriction Area), 4 and 6, T20N R12E.

The geographic area described in this paragraph 7 is depicted in Figure 1 and identified in Figure 1 as the “Hopi Tribe Buffer North.”

8. Hopi Tribe Buffer West. Following the Effective Date, the Hopi Tribe shall not drill any new Non-Exempt Wells as follows in T21N R11E:
  - a. Within a 0.75 mile radius of the Wells registered with ADWR as Well No. 55-220247 and Well No. 55-220248 (the “Protected Wells”) as depicted in Figure 2 attached to this Exhibit 9.10 and incorporated herein by this reference.
  - b. Within one mile of the western boundary of the 1934 Navajo Reservation and north of the Protected Wells in Sections 19 and 20.
  - c. Within Section 32 outside the western boundary of the 1934 Navajo Reservation and south of the Protected Wells.

The geographic area described in this paragraph 8 is depicted in Figure 2 and identified in Figure 2 as the “Hopi Tribe Buffer West.”

9. Limitation on Hopi Pumping. The Hopi Tribe may pump an amount of Underground Water not to exceed 6,570 AFY, collectively, from the following areas:
  - a. “Hopi Tribe Buffer South,” which means the geographic area between Hopi Tribe Buffer North and 6 miles south and west of the southern boundary of the Navajo Reservation encompassed within T20N R11E, T20N R12E, T20N R12.5E, and T20N R13E as depicted in Figure 1.
  - b. Hopi Tribe Buffer West insofar as there are existing Non-Exempt Wells within this buffer as of the Effective Date, such as the Hopi Bluebird Well.

New Exempt Wells are not limited or restricted in the Navajo Hopi C-Aquifer Pumping Restriction Area or elsewhere on Hopi fee land or land held in trust by the United States for the benefit of the Hopi Tribe.

10. Location, Use, and Capacity of Hopi Wells. The Hopi Tribe's Wells in Hopi Tribe Buffer South and in Section 31, T21N R11E, shall not be subject to any limits on use (individually or collectively for any one or more uses), location, or individual Well capacity; provided, however, that the Hopi Bluebird Well shall not exceed a pumping capacity of 450 GPM, and the Hopi Bluebird Well may only be replaced with a Well limited to a pumping capacity of 450 GPM or less, located at a site no farther than 660 feet from the location of the Hopi Bluebird Well as of the Effective Date. The Hopi Bluebird Well may be operated in conjunction with the replacement Well as long as the combined Underground Water withdrawal from both Wells does not exceed 450 GPM.
11. Bluebird Buffer. Following the Effective Date, neither the Navajo Nation nor the Arizona State Land Department shall drill any new Non-Exempt Wells within 0.50 miles of the Hopi Bluebird Well (as located as of the Effective Date). The boundary of the geographic area described in this paragraph 10 is depicted in Figure 2 by the partial blue circle identified as the "Hopi Bluebird well ½ mile buffer."
12. Bar T Bar Ranch Pumping Restriction Area. Without limiting the generality of paragraph 4 of this Exhibit 9.10, Buffer Zone 2 does not include, and Subparagraphs 9.4, 9.5, 9.6, 9.7, 9.8 and 9.9 of the Agreement shall have no application to land within the "Bar T Bar Northern Restrictive Area" (as depicted in Figure 3 attached to this Exhibit 9.10 and incorporated herein by this reference) or the "Bar T Bar Southern Restrictive Area" (as depicted in Figure 3 attached to this Exhibit 9.10 and incorporated herein by this reference) (collectively, "Bar T Bar Ranch Pumping Restriction Area"). Instead, Bar T Bar shall limit pumping in the Bar T Bar Ranch Pumping Restriction Area as follows:
  - a. Bar T Bar has five Existing Wells within the Bar T Bar Ranch Pumping Restriction Area, as depicted in Figure 3. These Existing Wells include four wells each having a 6-inch casing diameter (Covid, Trailer Park, Rimmy Jim and Dennison wells, collectively called "the 6-Inch Wells") and one with an 8-inch diameter ("the Museum Well").
  - b. The 6-Inch Wells shall each be limited to pumping a maximum of 100 AFY.
  - c. The Museum Well shall be limited to pumping a maximum of 175 AFY.
  - d. Water pumped from Bar T Bar's five Existing Wells within the Bar T Bar Ranch Pumping Restriction Area shall only be used on the lands within the Bar T Bar Ranch Pumping Restriction Area.
  - e. The five Existing Wells within the Bar T Bar Ranch Pumping Restriction Area may be replaced with a Well limited to the same capacity as the original Existing Well, provided that the replacement Well is located at a site no more than 660 feet from the location of the Existing Well to be replaced. The original Existing Well may be operated in conjunction with the replacement Well so long as the combined withdrawal for both Wells does not exceed 100 AFY or 175 AFY, as applicable.
  - f. Bar T Bar shall not drill any New Wells in the Bar T Bar Ranch Pumping Restriction Area prior to the Effective Date.

- g. After the Effective Date, Bar T Bar shall limit combined pumping from new Non-Exempt Wells in the Bar T Bar Ranch Pumping Restriction Area to no more than 4000 AFY.
  - h. New Non-Exempt Wells in the Bar T Bar Northern Restricted Area shall be limited to a pumping capacity of 500 GPM or less, with a cumulative cap of 3000 GPM, which 3000 GPM cap is included in and not in addition to the 4000 AFY cap described in paragraph 12(g). Water pumped from the Bar T Bar Northern Restricted Area shall only be used on the lands within the Bar T Bar Ranch Pumping Restriction Area.
  - i. New Non-Exempt Wells in the Bar T Bar Southern Restrictive Area may be of any size, and Water pumped from new Non-Exempt Wells in the Bar T Bar Southern Restrictive Area may be used anywhere in the LCR watershed.
  - j. New Exempt Wells are not limited or restricted in the Bar T Bar Ranch Pumping Restriction Area.
  - k. Nothing in this agreement shall limit pumping on lands owned by Bar T Bar outside of the Bar T Bar Ranch Pumping Restriction Area.
13. Amendments and Waivers. Any amendments to this Exhibit 9.10 must be in writing and signed by all of the parties to this Exhibit 9.10. No provision of this Exhibit 9.10 shall be waived except by a written instrument unambiguously setting forth the matter waived and signed by the party against which enforcement of such waiver is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.
14. Paragraph Headings. The Paragraph titles used in this Exhibit 9.10 are for convenience only and shall not be considered in the construction of this Exhibit 9.10.

Signature Pages Follow

THE UNITED STATES OF AMERICA

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Secretary of the Interior

HOPI TRIBE

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Chairman

Attest: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Attorney

**SIGNATURE AUTHORITY**

The undersigned representatives of the Navajo Nation to this Agreement certify that he and she are fully authorized to enter into the terms and conditions of this Agreement, to execute it, and to bind the Navajo Nation to this Agreement.

**Navajo Nation**

This Agreement is executed by the Navajo Nation, acting through its President and its Attorney General.

IN WITNESS WHEREOF, the Navajo Nation has executed this Agreement on the dates provided below.

**THE NAVAJO NATION**

By: \_\_\_\_\_  
Buu Nygren, President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ethel Branch, Attorney General

Date: \_\_\_\_\_

**BAR T BAR RANCH, INC.**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

President

Attest and Countersigned: \_\_\_\_\_

Secretary

Approved as to form:

\_\_\_\_\_

Attorney

BAR T BAR RANCH COMPANY, LLP, INC.

By: \_\_\_\_\_

Dated: \_\_\_\_\_

President

Attest and Countersigned: \_\_\_\_\_

Secretary

Approved as to form:

\_\_\_\_\_

Attorney



METEOR CRATER ENTERPRISES, INC.

By: \_\_\_\_\_

Dated: \_\_\_\_\_

President

Attest and Countersigned: \_\_\_\_\_

Secretary

Approved as to form:

\_\_\_\_\_

Attorney

ARIZONA STATE LAND DEPARTMENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Attachment A  
State Grazing Lease 04-574

STATE LAND DEPARTMENT  
STATE OF ARIZONA

GRAZING LEASE

Lease No. 05-474

THIS GRAZING LEASE ("Lease") is entered into by and between the State of Arizona ("Lessor") by and through the Arizona State Land Department ("Department") and

THE HOPI TRIBE

as ("Lessee"). In consideration of the payment of rent and of performance by the parties of each of the provisions set forth herein, the parties agree as follows:

ARTICLE 1  
SUBJECT LAND

1.1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for the term, at the rent, and in accordance with the provisions of this Lease that State Land described in Appendix A attached hereto ("the Subject Land") for the uses and purposes specified in Article 4.

1.2 Lessee makes use of the Subject Land "as is" and Lessor makes no express or implied warranties as to the physical condition of the Subject Land.

ARTICLE 2  
TERM

2.1 The term of this Lease commences on February 5, 2017, and ends on February 4, 2027, unless terminated earlier as provided in this Lease.

ARTICLE 3  
RENT

3.1 Lessee shall pay rent to Lessor for the use and occupancy of the Subject Land during the term of this Lease without offset or deduction and without notice or demand, as established, on an annual basis.

3.2 The annual base rent shall be set by Lessor in the manner established by law and paid in advance each year.

05-GRAZ 5/93 (REV. 5/2013)

3.3 Each billing year in advance, Lessee shall inform Lessor, on forms to be provided by Lessor, whether Lessee intends to make full use, partial use or total non-use of the maximum allowable animal-unit-months for the Subject Land, so that the correct amount of rent may be billed by the Lessor. Lessee shall inform Lessor in writing of any subsequent change in the number of animal-unit-months which Lessee intends to use. If Lessee fails to provide Lessor with this information within the time stated in the form provided by Lessor, Lessee shall pay full-use rent.

3.4 There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

3.5 Prior to the time a rent payment, annual or otherwise, is due, upon Lessee's written request, Lessor at its discretion may extend the time for payment for an additional period not to exceed 90 days. There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

3.6 If the annual rent is at any time one calendar year in arrears, this Lease shall automatically terminate, without right of appeal by Lessee or any leasehold mortgagee, and Lessor shall proceed to cancel it on the records of the Department.

#### ARTICLE 4 USE OF SUBJECT LAND

4.1 The Subject Land is leased to the Lessee for the purposes of ranging livestock and for uses related thereto and no other use, except as approved in writing by Lessor after written application by Lessee.

4.2 Feedlot operations on the Subject Land are prohibited, but this shall not be construed to prevent the temporary or supplemental feeding of livestock.

#### ARTICLE 5 LIVESTOCK CARRYING CAPACITY

5.1 The livestock carrying capacity for the Subject Land shall be determined by the Lessor and may be adjusted from time to time, subject to the appeal rights of Lessee as provided by law. The appraised carrying capacity of the Subject Land shall not be exceeded during any billing year unless Lessee obtains the prior written permission of Lessor and agrees to pay the additional fees determined by Lessor.

ARTICLE 6  
DUTY TO INFORM LESSOR OF TOTAL RANCH HOLDINGS

6.1 At the time of making application for the Lease, Lessee shall disclose to Lessor, on a form provided by Lessor, the total acreage used for grazing within the ranch unit or units of which the Subject Land is a part. This shall include, in addition to the Subject Land, any federal land which Lessee grazes pursuant to a written lease or permit any private land owned by or used by Lessee, with a designation as to which private lands are used pursuant to written agreement. In addition, Lessee shall show, on a map form supplied by or acceptable to Lessor: (1) the approximate location of all fence lines and man-made water sources and (2) the land ownership status (state, federal, or private) of the ranch unit or units of which the land covered by this Lease is a part.

6.2 In any determination as to whether the carrying capacity of the Subject Land has been exceeded, no claimed grazing use of private or federal lands within the ranch unit or units which have not been disclosed as part of the ranch unit or units shall be considered.

6.3 For purposes of determining whether the Lessee has remained within the authorized carrying capacity under this Lease, it shall be presumed that all land within a fenced pasture (whether state, federal or private) has been grazed to the same extent by livestock placed in that pasture unless Lessee or Lessor can, based upon range suitability and management practices, demonstrate to the contrary.

ARTICLE 7  
RECORDS

7.1 Lessee shall keep records showing the numbers of Lessee's livestock of different classes on the ranch unit or units, the dates put on and removed and estimated death loss.

7.2 Such records shall be retained for a minimum period of three years.

7.3 The Lessor may, upon reasonable notice to the Lessee, require the production of the records described in Paragraph 7.1 above. In the event a dispute arises concerning the numbers of cattle grazed, the Lessee shall keep all documents and records until the dispute is finally resolved.

ARTICLE 8  
TAXES; ADDITIONAL AMOUNTS

8.1 Lessee shall pay all assessments and charges for utilities and communication services, and assessments imposed pursuant to any construction on the Subject Land, all permit and authorization fees, all taxes, duties, charges and assessments of every kind of nature imposed by any public, governmental or political subdivision authority pursuant to

any currently or subsequently enacted law, ordinance, regulation or order, which during the term of this Lease, become due or are imposed upon, charged against, measured by or become a lien on (a) the Subject Land, (b) any improvements or personal property of the Lessee located on the Subject Land, (c) the interest of the Lessee to this Lease or in the proceeds received by Lessee from any assignment or sublease of the Subject Land.

8.2 Lessee shall pay or cause to be paid all amounts required to be paid under Paragraph 8.1 before any interest, penalty, fine or cost accrues for nonpayment.

ARTICLE 9  
WAIVER

9.1 Acceptance of rent payments by Lessor shall not constitute a waiver by Lessor of any violation by Lessee of the provisions of this Lease.

9.2 No waiver of a breach of any provision of this Lease shall be construed as a waiver of any succeeding breach of the same or any other provision.

ARTICLE 10  
IMPROVEMENTS

10.1 All buildings, fences, wells, pumps, pipelines, corrals, pens, range improvement practices (i.e., root plowing, land imprinting, clearing, etc.) and other structures of every kind and nature which exist, at anytime, on, above, or below the Subject Land or on a portion thereof and which are not portable in nature are considered "improvements" under this Lease.

10.2 Lessee may construct improvements on the Subject Land if: (a) Lessee has filed an Application to Place Improvements with Lessor, attaching any necessary written approvals from regulatory authorities; and (b) Lessor has granted written approval for the construction of such improvements.

10.3 Any improvements placed on the Subject Land which have not been approved as required by Paragraph 10.2 shall be forfeited to and become property of the Lessor, and Lessee shall be liable to Lessor for all damage to the Subject Land caused by such unauthorized improvements and for any expenses incurred by the Lessor in restoring the Subject Land.

10.4 Lessee shall have the right to remove all of its personal property which can be removed without damaging the Subject Land within 60 days prior to, or 90 days following the Expiration Date or the earlier termination of the Lease.

10.5 Improvements placed on the Subject Land shall conform to all applicable federal, state, county and municipal laws and ordinances.

10.6 All improvements placed upon the Subject Land by Lessee in conformance with Paragraph 10.2 shall be the property of Lessee or any successor in interest ("Owner") and shall, unless they become the property of Lessor, be subject to assessment for taxes in the name of the Owner, as other property.

10.7 The Lessee or Owner shall be entitled to reimbursement for improvements authorized in accordance with Paragraph 10.2 by any subsequent lessee or purchaser of the Subject Land upon expiration of this Lease as provided by A.R.S. § 37-322.02 or any successor statute, subject to any rights acquired by the Lessor under Paragraph 3.4.

#### ARTICLE 11

##### LESSEE'S COOPERATION; INGRESS AND EGRESS

11.1 Lessee shall cooperate with Lessor in Lessor's inspection, appraisal and management of the Subject Land and permit reasonable access by Lessor's employees to isolated State Land across Lessee's private land during the term of this Lease.

11.2 Lessee shall not interfere with the authorized activities of Lessor's employees, agents, licenses or other lessees or permittees on the Subject Land.

#### ARTICLE 12

##### LESSEE SHALL NOT PERMIT LOSS OR WASTE

12.1 Lessee shall not cause nor grant permission to another to cause any waste or loss in or upon the Subject Land. Lessee, its employees and agents shall not cut, consume or remove any timber, or standing trees that may be upon the Subject Land, without the prior written consent of Lessor, except that Lessee may cut wood for fuel for domestic uses and authorized improvements on the Subject Land. Nothing herein shall permit the cutting of saw timber for any purpose.

#### ARTICLE 13

##### NATIVE PLANTS AND CULTURAL RESOURCES

13.1 Lessee shall comply with the provisions of the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) and with Arizona laws relating to archaeological discoveries (A.R.S. § 41-841 et seq., or any successor statutes). Lessee shall not disturb any cacti or other protected native plants nor disturb any ruins, burial grounds or other archaeological sites except as may be permitted by these laws.

#### ARTICLE 14

##### LESSEE SHALL PROTECT THE LAND, PRODUCTS AND IMPROVEMENTS

14.1 Lessee is hereby authorized to use means which are reasonable and which do not result in a breach of the peace or in creating a concealed hazard, to protect the Subject Land and improvements against waste, damage and trespass.

14.2 In the event of known trespass on the Subject Land resulting in damage thereto, Lessee shall make reasonable efforts to notify Lessor and appropriate law enforcement authorities.

#### ARTICLE 15

##### ASSIGNMENT, SUBLEASE, PASTURAGE AGREEMENT AND ENCUMBRANCE

15.1 Lessee, if not in default in the payment of rent and having kept and performed all the conditions of this Lease may, with the written consent of Lessor, assign this Lease. An assignment of this Lease shall not be made without the consent of all lienholders of record. In the event of assignment of this Lease, Lessee shall file with Lessor a copy of applications for transfer of all certificates for stockpounds on the Subject Land to assignee, as agent for the State of Arizona, showing that the applications have been filed with the appropriate governmental agency.

15.2 Lessee shall not sublease or sell or lease pasturage to lands included in the Lease without first obtaining the written consent of Lessor. Subleasing by the sublessee, or pasturing of animals not branded with the sublessee's brands, is not allowed. The term "sublease" includes the transfer of control of all or part of the ranch unit or units containing the Subject Land. Not with-standing any sublease, Lessee shall remain responsible to the Lessor for the performance of the provisions of this Lease. In no event may this Lease be sublet unless all rent due has been paid and all provisions of this Lease are complied with.

15.3 This Lease authorizes only the grazing of livestock bearing the registered brand(s) of Lessee or Lessee's immediate family. If Lessee wishes to permit the grazing of livestock bearing any other brands pursuant to pasturage agreements of any kind, Lessee must so inform Lessor prior to the release of such livestock on the Subject Land.

15.4 Copies of all assignments, subleases, or pasturage agreements pertaining to the Subject Land shall be filed with the Lessor.

15.5 In the event, this Lease is canceled or terminated prior to the expiration date any sublease or pasture agreement shall automatically terminate on the date the Lease is terminated.

#### ARTICLE 16

##### RESERVATIONS, RELINQUISHMENTS TO UNITED STATES

16.1 Lessor excepts and reserves out of the grant hereby made, all oils, gases, geothermal resources, coal, ores, minerals, fossils, fertilizers, common mineral products and materials, and all natural products of very kind that may be in or upon the Subject Land any legal claim existing or which may be established under the mineral land laws of the United States or the State of Arizona.



16.2 Lessor reserves the right to execute leases, permits, or sales agreements covering the Subject Land for the purpose of entering upon and prospecting for, and the extraction of such reserved materials.

16.3 Lessor reserves the right to grant rights of way, easements and sites over, across, under or upon the Subject Land for public highways, railroads, utility lines, pipelines, irrigation works, flood control, drainage works, logging and other purposes.

16.4 Lessor reserves the right to relinquish to the United States land needed for irrigation works in connection with a government reclamation project and to grant or dispose of rights of way and sites for canals, reservoirs, dams, power or irrigation plants or works, railroads, tramways, transmission lines or any other purpose or use on or over the Subject Land.

16.5 In the event of such relinquishment, grants or disposal, the Lessee waives all right to any compensation whatsoever as against the Lessor except as may be allowed under the provisions of Article 17, and as limited therein.

#### ARTICLE 17 CONDEMNATION AND EMINENT DOMAIN

17.1 If at any time during the duration of this Lease the whole or any part of the Subject Land shall be taken for any quasi-public or public purpose by any person, private or public corporation, or any governmental agency having authority to exercise the power of condemnation or eminent domain pursuant to any law, this Lease shall expire on the date when the leased property is taken or acquired as to the leased property so taken or acquired. Except as set forth below, the rights of Lessee and Lessor to compensation for such taking shall be as provided by law. The Lessee shall have no compensable right or interest in the real property being condemned or interest in the unexpired term of this Lease or any renewal except as provided by law and in any event no interest greater than 10 percent of the total award for the land. The Lessor shall be entitled to and shall receive any and all awards for severance damages to remaining proceedings concerning the Subject Land. Lessee shall have the right to (1) prorated reimbursement for prepaid rent, (2) any and all awards for payments made for any authorized improvements which are taken, and (3) severance damages for any damage to Lessee's remaining ranch operation resulting from the taking.

#### ARTICLE 18 WATER RIGHTS

18.1 The Lessee shall be entitled to the use on the Subject Land of groundwater as defined in A.R.S. § 45-101, or any successor statute, for purposes consistent with this Lease. If the Lessee shall develop any groundwater on the Subject Land, he shall not acquire any rights with respect to the groundwater, except the right to use such water in accordance with applicable law, on the Subject Land during the term of this Lease.

18.2 If the Lessee uses, on the Subject Land, groundwater from a source not on the Subject Land, that use alone shall not (1) cause such water or any rights with respect to that water to be appurtenant to the Subject Land, or (2) affect in any way the Lessee's rights with respect to the water.

18.3 The rights of the Lessor and the Lessee concerning the application for an establishment of any rights with respect to surface water as defined in A.R.S. § 45-101, or any successor statute, shall be governed by the laws of the State of Arizona.

18.4 Nothing in the provisions of this Lease shall affect the validity of any rights established by or for the Lessor or Lessee with respect to surface water, as defined in A.R.S. § 45-101, prior to the Commencement Date of this Lease.

18.5 The application for and establishment by the Lessor or Lessee (as agent of the State of Arizona) of any water rights shall be for the State of Arizona; such rights shall attach to and become appurtenant to the Subject Land.

18.6 Notwithstanding Paragraph 18.5 above, the Lessee, as agent of the State of Arizona, shall be entitled to any certificate of water right, issued pursuant to the Stockpond Registration Act, A.R.S. § 45-271 through 45-276 (as it may be amended) relating to a stockpond constructed as an authorized improvement on the Subject Land. Any such certificate and the rights it evidences and represents shall be appurtenant to the Subject Land and shall pass to any successor lessee; or, if the land is not leased but is retained by the State of Arizona, then to the State of Arizona; or if the land is sold, then to the purchaser.

18.7 The Lessee shall promptly notify the Lessor in writing of any initial filings made by the Lessee with any governmental agency or court concerning the establishment or adjudication of any claim to a water right relating to the Subject Land. Upon request of the Lessor, the Lessee shall furnish copies of any document filed with the agency or court.

ARTICLE 19  
DEFAULT AND CANCELLATION

19.1 Violation by Lessee of any provision of this Lease shall be a default hereunder entitling Lessor to any and all remedies it may have under Arizona law.

19.2 Upon any such default, the Lease may be canceled pursuant to A.R.S. § 37-289 or any successor statute.

19.3 This contract is subject to cancellation pursuant to A.R.S. § 38-511.

ARTICLE 20  
HOLDOVER LESSEE

20.1 Upon expiration or termination of this Lease, Lessee agrees to surrender to Lessor peaceful and uninterrupted possession of the Subject Land. Holdover tenancy by the Lessee is prohibited and shall be deemed a trespass for which Lessor may seek all appropriate civil and criminal remedies; except that a Lessee in good standing who has filed a timely application for renewal may continue to occupy and use the Subject Land, pursuant to the terms of this Lease, pending action on the renewal application by Lessor.

ARTICLE 21  
INDEMNIFICATION

21.1 Except as provided by A.R.S. § 33-1551 (or its successor statutes), Lessee hereby expressly agrees to indemnify and hold Lessor harmless, or cause Lessor to be indemnified and held harmless from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including attorneys' fees and costs, which may be imposed upon or incurred by or asserted against Lessor by reason of the following: (a) any accident, injury or damage to any persons or property occurring on or about the Subject Land or any portion thereof resulting from Lessee's use of the Subject Land, (b) any use, non-use or condition of the Subject Land or any portion thereof resulting from Lessee's intentional actions or negligence, and (c) any failure on the part of Lessee to perform or comply with any of the provisions of this Lease; except such as may be the result solely of Lessor's intentional conduct or active negligence.

21.2 In case an action or proceeding is brought against Lessor by reason of any such occurrence, Lessee, upon Lessor's request and at Lessee's expense, will resist and defend such action or proceedings, or cause the same to be resisted and defended either by counsel designated by Lessee or, where such occurrence is covered by liability insurance, by counsel designated by the insurer.

21.3 Lessee shall protect, defend, indemnify and hold harmless the Lessor from and against all liabilities, obligations, losses, environmental responses, and clean up costs, charges and expenses, including attorneys' fees and court costs arising out of or related to the presence or existence of any substance regulated under any applicable Federal, State or local environmental laws, regulations or ordinances or amendments thereto because of: (a) any substance that came to be located on the Subject Land resulting from any use or occupancy of the Subject Land by the Lessee before or after the issuance of the Lease; or (b) any release, threatened release, escape, seepage, leakage, spillage, discharge or emission of any such substance in, on, under or from said Subject Land that is caused, in whole or in part, by any conduct, actions or negligence of the Lessee, regardless of when such substance came to be located on the Subject Land.

ARTICLE 22  
RENEWAL

22.1 Upon application to the Department not less than thirty days nor more than one year before the Expiration Date, Lessee, if a bona fide resident of the State or legally authorized to transact business in the State, shall have a preferred right to renewal for a term not to exceed ten years, as provided by law, bearing even date with the Expiration Date. The preferred right of renewal shall not extend to a Lessee if there has not been substantial compliance with the terms of this Lease or if the Subject Land has not been placed to the use prescribed in this Lease, unless for good cause, the failure to perform was given written authorization by the Department. If the Department determines the continued leasing of the land to the Lessee is not in the best interest of the State, the Lease shall not be renewed.

ARTICLE 23  
INSURANCE REQUIREMENTS

23.1 Lessee shall maintain in full force a commercial general liability insurance policy during the lease term affording protection to the limit of not less than one million dollars. This policy shall contain a provision that Lessor, named as an additional insured, shall be entitled to recovery for any loss occasioned to it, its agents and employees. Further, the policy shall provide that their coverage is primary over any other insurance coverage available to the Lessor, its agents and employees. Insurance policies must contain a provision that the Lessor shall receive an advance 30 day written notice of any cancellation or reduction in coverage.

ARTICLE 24  
ENVIRONMENTAL MATTERS

24.1 Lessee shall strictly comply with Environmental Laws, relating but not limited to hazardous and toxic materials, wastes and pollutants. Compliance means the Lessee shall act in accordance with the necessary reporting obligations obtain and maintain all permits required, provide copies of all documents as required by Environmental Laws. For purposes of this Lease the term "Environmental Law" shall include but not be limited to any relevant federal, state, or local laws, and applicable regulations, rules and ordinances, and publications promulgated pursuant thereto, including any future modifications or amendments relating to environmental matters.

ARTICLE 25  
MISCELLANEOUS

25.1 This Lease grants Lessee only those rights expressly granted herein and Lessor retains and reserves all other rights in the Subject Land.

25.2 This Lease is subject to all current and subsequently enacted rules, regulations and laws applicable to State Lands and to the rights and obligations of Lessors

and Lessees. No provisions of this Lease shall create any vested right in Lessee except as otherwise specifically provided in this Lease.

25.3 The Lessor shall be forever wholly absolved from any liability for damages which might result to the Lessee in the event this Lease is found to be void, canceled, forfeited or terminated prior to the Expiration Date or in the event this Lease is not renewed.

25.4 If it is determined that Lessor has failed to receive title to any of the Subject Land, the Lease is null and void insofar as it relates to the land to which Lessor has failed to receive title. Lessor shall not be liable to Lessee or any assignee or sublessee for any damages that result from Lessor's failure to receive title.

25.5 In any action arising out of this Lease, the prevailing party is entitled to recover reasonable attorneys' fees incurred therein in addition to the amount of any judgment, costs and other expenses as determined by the court. In the case of Lessor, reasonable attorneys' fees shall be calculated at the reasonable market value for such services when rendered by private counsel notwithstanding that it is represented by the Arizona Attorney General's Office or by other salaried counsel.

25.6 No provisions of this Lease shall create any right or interest in Lessee to a fee interest in the Subject Land.

25.7 Any notice to be given or other documents to be delivered to Lessee or Lessor hereunder shall be in writing and delivered to Lessee or Lessor by depositing same in the United States Mail, with prepaid postage addressed as follows:

To Lessor: Arizona State Land Department  
1616 West Adams Street - First Floor  
Phoenix, AZ 85007

To Lessee: Address of Record

Lessee must notify Lessor within thirty (30) days by written notice of any change in address. Lessor's notice shall be deemed adequate if sent to the Lessee's best known address of record and no change of address form is on file.

25.8 This Lease shall be governed by, construed and enforced in accordance with Arizona laws.

25.9 Any attempt to assign, sublease, convey, transfer or otherwise dispose of any estate or interest in this Lease, other than pursuant to its term, shall not be effective.

25.10 This Lease, together with all attached Appendices, embodies the whole agreement of the parties. There are no other agreements or terms, oral or written. This document supersedes all previous communications, representations and agreements, oral or written, between the parties.

05-GRAZ 593 (REV. 5/2013)

25.11 THIS DOCUMENT is submitted for examination and shall have no binding effect on the parties unless and until executed by the Lessor (after execution by the Lessee), and a fully executed copy is delivered to the Lessee.

25.12 IN THE EVENT OF A DISPUTE between the parties to this Lease, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and, in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

25.13 Every obligation of the State under this Lease is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Lease, this Lease may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

25.14 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

25.15 Upon the sale, exchange, redemption, relinquishment or taking, whether by eminent domain or institutional use of all or any portion of the Subject Land, this Lease shall terminate on the date of such disposition as to the property so affected.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT  
 1816 W ADAMS  
 PHOENIX, AZ 85007

RUN DATE: 8 March 2017  
 RUN TIME: 13:30 PM  
 PAGE: 1

RE-LEASE# 005-000474-00-018 APPTYPE RENEWAL  
 AMENDMENT# 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
19 0-N-11 0-E-02-03-030-1002	ALL	9 00	640 000
19 0-N-11 0-F-04-03-031-1002	ALL	9 00	640 000
19 0-N-11 0-E-06-03-031-1002	LOT 1 THRU 4 E2W2 E2	9 80	703 430
19 0-N-11 0-E-08-03-031-1002	ALL	9 00	640 000
19 0-N-11 0-E-12-03-031-1002	W2W2	2 20	160 000
19 0-N-11 0-E-14-03-031-1002	ALL	9 00	640 000
19 0-N-11 0-E-16-03-030-1002	ALL	9 00	640 000
19 0-N-11 0-E-18-03-031-1003	LOT 1	0 70	52 170
19 0-N-11 0-E-18-03-031-1004	E2E2	2 20	160 000
19 0-N-11 0-E-20-03-031-1002	SESW S2SE	1 60	120 000
19 0-N-11 0-E-28-03-031-1002	N2 SW NW2SE	7 80	560 000
19 0-N-11 0-E-32-03-030-1002	LOTS 1 THRU 4 N2S2 N2	8 90	637 240
19 0-N-12 0-E-02-03-030-1002	LOTS 1 THRU 4 S2N2 S2	8 90	639 040
19 0-N-12 0-E-04-03-031-1002	LOTS 1 THRU 4 S2N2 S2	8 90	637 920
19 0-N-12 0-E-06-03-031-1002	LOTS 1 THRU 7 S2NE SENW E2SW SE	8 80	630 040
19 0-N-12 0-E-08-03-031-1002	ALL	9 00	640 000
19 0-N-12 0-E-10-03-031-1002	ALL	9 00	640 000
20 0-N-11 0-E-02-03-030-1002	LOTS 1 THRU 12 S2 EX CONDEMNATION 95-98643 LY IN SWSWSWSW	11 40	815 230
20 0-N-11 0-E-04-03-031-1003	LOTS 1 THRU 4 7 8 AND LOTS 5 6 9 10 11 N2NENESE LY N OF CONDEMNATION 95-98643	5 20	373 230
20 0-N-11 0-E-04-03-031-1004	LOT 12 N2SW NWSE S2S2 AND LOTS 5 6 9 10 11 NESE LY S OF CONDEMNATION 95-98643	6 00	428 230
20 0-N-11 0-E-08-03-031-1002	ALL	9 00	640 000
20 0-N-11 0-E-10-03-031-1002	ALL EX CONDEMNATION 95-98643 LY IN NENENENE	8 90	639 920
20 0-N-11 0-E-12-03-031-1003	NL N2NW AND S2NW NESW SE LY N OF	5 80	414 660

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT  
1616 W ADAMS  
PHOENIX, AZ 85007

RUN DATE: 6 March 2017  
RUN TIME 13:30 PM  
PAGE: 2

RELEASE# AMENDMENT#	605-000474-00-018 0	APPTYPE	RENEWAL		
		CONDEMNATION 95-98643			
20 0-N-11 0-E-12-03-031-1004		SWSW AND SWSWNW N2SW SE LY S OF CONDEMNATION 95-98643		2 10	149 330
20 0-N-11 0-E-14-03-031-1002		ALL		9 00	640 000
20 0-N-11 0-E-16-03-030-1002		ALL		9 00	640 000
20 0-N-11 0-E-18-03-031-1002		LOTS 1 THRU 4 E2W2 E2		10 00	715 550
20 0-N-11 0-E-22-03-031-1006		E2 N2NW SWNW SW		8 40	600 000
20 0-N-11 0-E-24-03-031-1002		ALL		9 00	640 000
20 0-N-11 0-E-26-03-031-1002		ALL		9 00	640 000
20 0-N-11 0-E-28 03-031-1002		ALL		9 00	640 000
20 0-N-11 0-E-30-03-031-1002		LOTS 1 THRU 4 E2W2 E2		9 90	710 450
20 0-N-11 0-E-32-03-030-1002		ALL		9 00	640 000
20 0-N-11 0-L-34-03-031-1002		ALL		9 00	640 000
20 0-N-11 0-E-36-03-030-1002		ALL		9 00	640 000
20 0-N-12 0-E 02-03-030-1002		SWNW SW W2SE SESE AND LOTS 3 4 S2NE SENW NESE LY S FROM CIL OF RAILROAD		7 10	505 910
20 0-N-12 0-E-04-03-031-1002		LOTS 1 THRU 4 S2N2 S2		10 00	715 560
20 0-N-12 0-E-06-03-031-1004		LOTS 1 THRU 7 S2NE SENW E2SW SE		9 90	704 900
20 0-N 12 0-E-08 03-031-1002		ALL		9 00	640 000
20 0-N-12 0-E-10-03-031 1002		ALL		9 00	640 000
20 0-N-12 0-E-12-03-031-1002		ALL		9 00	640 000
20 0-N-12 0-E-14-03-031-1002		N2 EX CONDEMNATION 95-98643 LY IN S2SWNE SESESESNW		4 40	313 640
20 0-N-12 0-E-16-03-030-1003		NE N2NW N2S2NW N2S2S2NW AND S2S2S2NW N2N2NENESW N2N2SE LY N OF CONDEMNATION 95-98643		4 70	335 330
20 0-N-12 0-E-16-03-030-1004		S2N2S2 S2S2 AND S2S2SWNW N2N2S2 LY S OF CONDEMNATION 95-98643		4 20	297 820
20 0-N-12 0-L-18-03-031-1003		LOT 1 NENW N2NE N2S2NE LY N OF CONDEMNATION 95-98643		1 90	136 200
20 0-N-12 0-E-18-03-031-1004		LOTS 2 3 4 E2SW SE AND LOT 1 E2NW		6 60	485 050



APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT  
 1616 W ADAMS  
 PHOENIX, AZ 85007

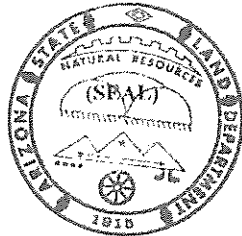
RUN DATE 6 March 2017  
 RUN TIME 13:30 PM  
 PAGE 3

KE-LEASE# AMENDMENT#	005-000474-00-018 0	APPTYPE RENEWAL		
			S2S2SWSWNWNE S2NE LY S OF CONDEMNATION 95-98643	
20 0-N-12 0-E-20-03-031-1002		ALL		9 00 640 000
20 0-N-12 0-E-22-03-031-1002		ALL		9 00 640 000
20 0-N-12 0-E-24-03-031-1002		SWSWSWSWNW W/ SW W2SE SW LY SWLY OF FENCE		0 60 51 810
20 0-N-12 0-E-26-03-031-1002		ALL		9 00 640 000
20 0-N-12 0-E-28-03-049-1002		ALL		9 00 640 000
20 0-N-12 0-E-30-03-031-1002		LOTS 1 THRU 4 E2W2 E2		6 80 632 160
20 0-N-12 0-E-32-03-030-1002		ALL		9 00 640 000
20 0-N-12 0-E-34-03-031-1002		ALL		9 00 640 000
20 0-N-12 0-E-36-03-030-1002		W2W2NWNWNE NWNE NW NWNWNWWSW LY NWLY OF FENCE		3 70 267 820
20 0-N-12 5-E-10-03-031-1002		LOTS 2 3 4 E2SW W2SE SESE AND LOT 1 E2NW S2NE NESE LY SWLY FROM C/L OF RAILROAD		5 90 420 840
20 0-N-12 5-E-14-03-031-1005		S2S2SW LY S OF CONDEMNATION 95-98643		0 30 37 910
20 0-N-12 5-E-14-03-031-1010		S2N2 N2S2 EX PAT 5009 LY IN E2SWNESE AND S2S2 LY N OF CONDEMNATION 95-98643		3 30 428 880
20 0-N-13 0-E-30-03-031-1005		LOT 1 N2NE NENW SENE AND LOT 2 SENW SWNE N2N2SE LY N OF CONDEMNATION 95- 98643		4 30 309 900
20 0-N-13 0-E-30-03-031-1006		LOT 2 S2SESW N2N2NESW N2SE LY S OF CONDEMNATION 95-98643 AND N OF EAST BOUND C/L OF I-40		0 20 13 060
		TOTALS		428 60 30,613,240

IN WITNESS HEREOF, the parties hereto have signed this Lease effective the day and year set forth previously herein.

STATE OF ARIZONA, LESSOR  
Arizona State Land Commissioner

[Signature] 3/27/17  
By: Date



THE HOPI TRIBE

Lessee

[Signature] 3/17/17  
Authorized Signature Date

PATRICK M. BROWNING - GM  
Printed Name Title

P.O. Box 1138  
Address

WINSLOW AZ 86047  
City State Zip



Figure 2

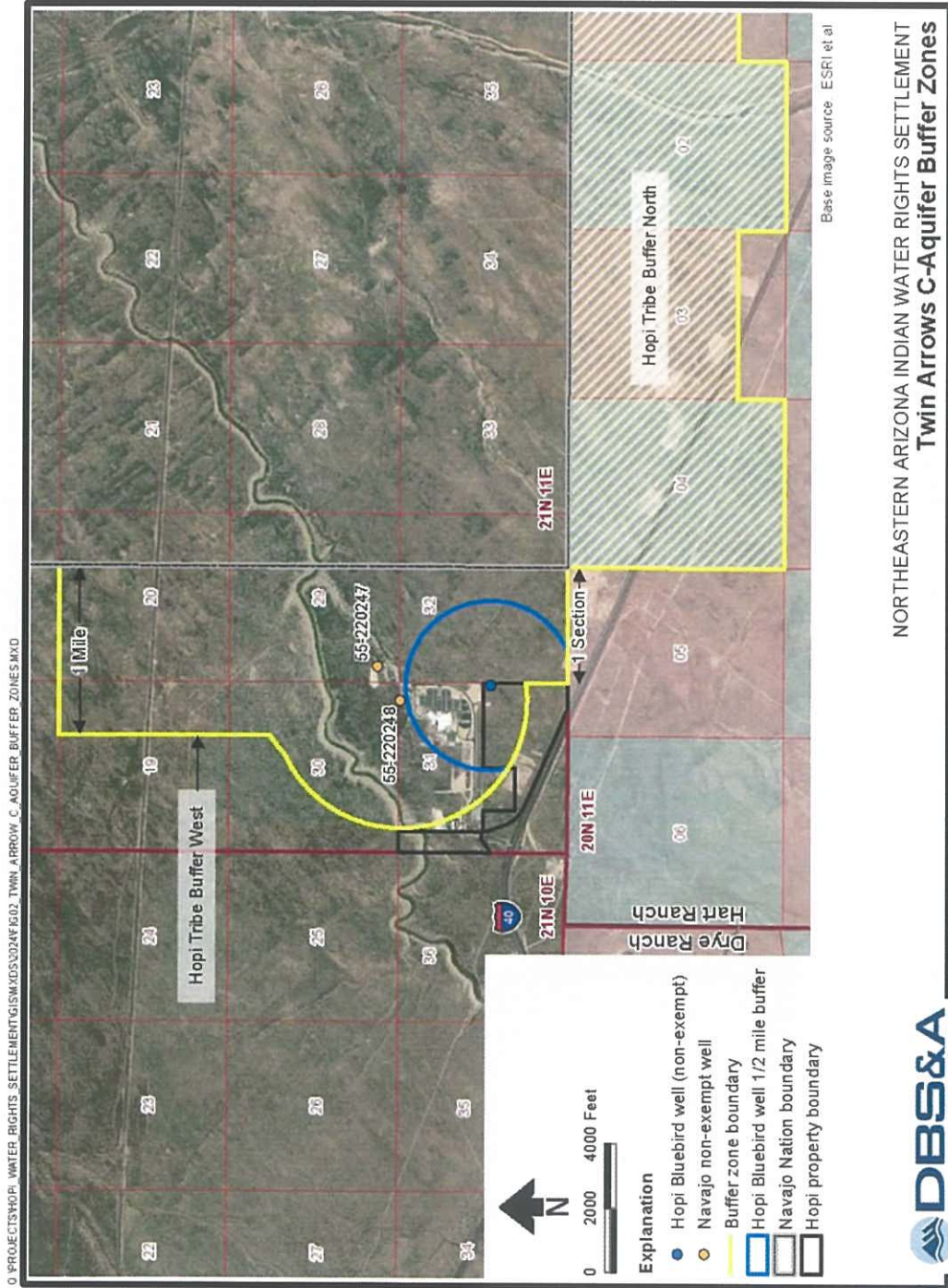


Figure 2

Figure 3

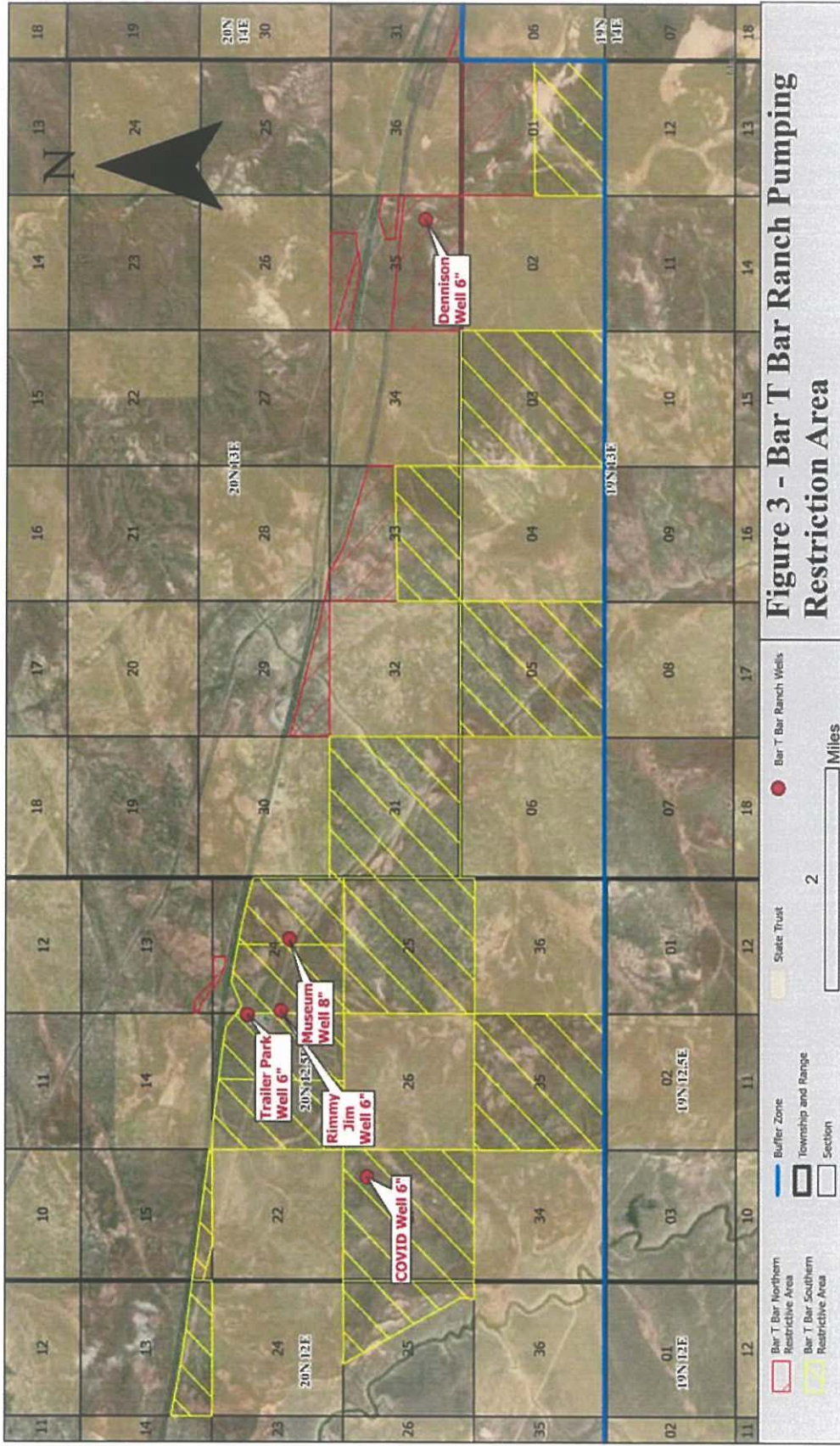


Figure 3 - Bar T Bar Ranch Pumping Restriction Area

# Exhibit Q

LIMITED WAIVER OF SOVEREIGN IMMUNITY.

LIMITED WAIVER BY THE NAVAJO NATION AND THE UNITED STATES ACTING AS TRUSTEE FOR THE NAVAJO NATION AND NAVAJO ALLOTTEES.

- (1) The Navajo Nation, and the United States acting as trustee for the Navajo Nation and Navajo Allottees, may be joined in any action brought in any circumstance described in subsection 18(a)(3), and any claim by the Navajo Nation and the United States to sovereign immunity from any such action is waived.
- (2) By Resolution -----dated ----, the Navajo Nation Council has affirmatively consented to the limited waiver of sovereign immunity from suit in any circumstance described in Subsection 18(a)(3), notwithstanding any provision of the Navajo Nation Code or any other Navajo Nation law.
- (3) A circumstance referred to in Subsection (a)(1) and (a)(2) is described as any of the following:
  - (A) Any party to the settlement agreement:
    - (i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of
      - (I) this Act; or
      - (II) the settlement agreement; and
    - (ii) names the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, as a party in that action; and
    - (iii) shall not include any request for award against the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, for money damages, court costs, or attorney fees.

- (B) Any landowner or water user in the LCR Watershed or the Gila River Watershed:
  - (i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of:
    - (I) Paragraph 13 of the settlement agreement;
    - (II) The LCR Decree or the Gila River Adjudication Decree;
    - (III) section 14 of this Act; and/or
  - (ii) names the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, as a party in that action; and
  - (iii) shall not include any request for award against the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, for money damages, court costs or attorney fees.



**NAVAJO NATION**

381

5/23/2024

Navajo Nation Council Special Session

10:31:38 AM

Amd# to Amd#

New Business: Item A.

**PASSED**

MOT Tolth, G

CONSENT AGENDA

SEC Daniels, H

#0107-24 & #0109-24

**Yeas : 22**

**Nays : 0**

**Excused : 0**

**Not Voting : 1**

**Yea : 22**

Arviso, S

Crotty, A

Notah, N

Tolth, G

Aseret, L

Daniels, H

Parrish, S

Tso, O

Begay, H

James, V

Simonson, G

Yanito, C

Begay, N

Jesus, B

Simpson, D

Yazzie, C

Charles-Newton, E

Johnson, C

Slater, C

Yazzie, L

Claw, S

Nez, R

**Nay : 0**

**Excused : 0**

**Not Voting : 1**

Nez, A

**Presiding Speaker: Curley, C**