

Exhibit B

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

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

WHEREAS:

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

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

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

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

NOW THEREFORE BE IT RESOLVED THAT:

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

Legislative Branch:

1. Council Delegate Brenda Jesus (Lower Basin)
2. Council Delegate 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.

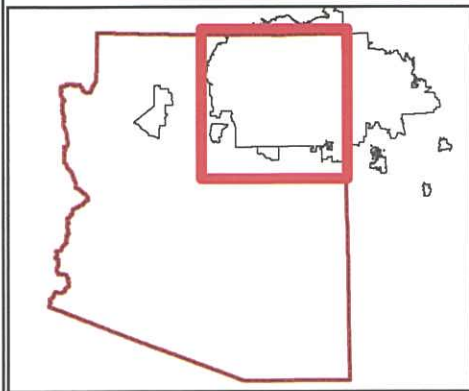
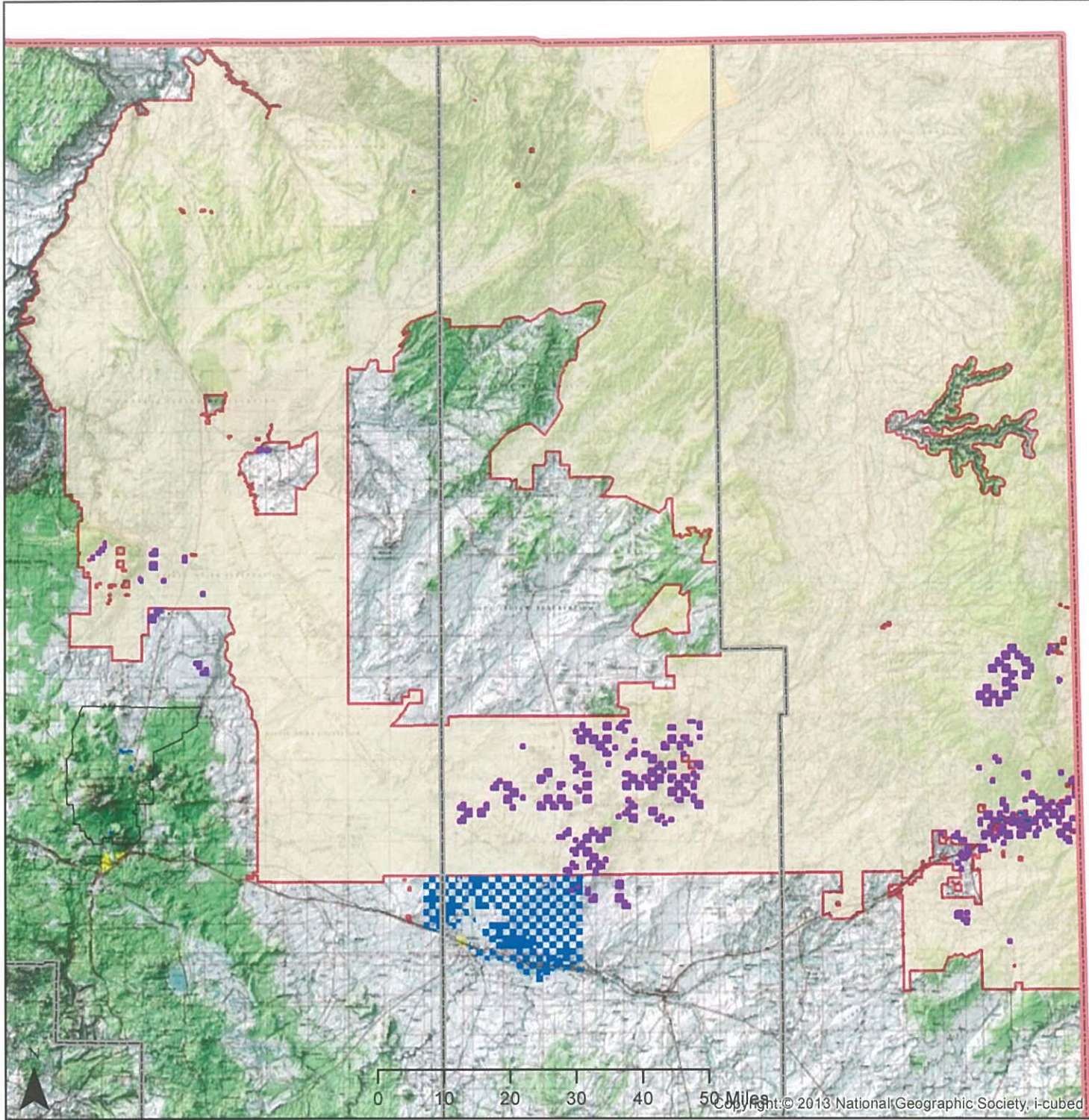
CERTIFICATION

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 19th day of April 2023.


Joelynn Ashley, Chairperson
Navajo Nation Water Rights Commission

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

Exhibit C



Legend

-  Allotments
-  Navajo Fee
-  Navajo Reservation

*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

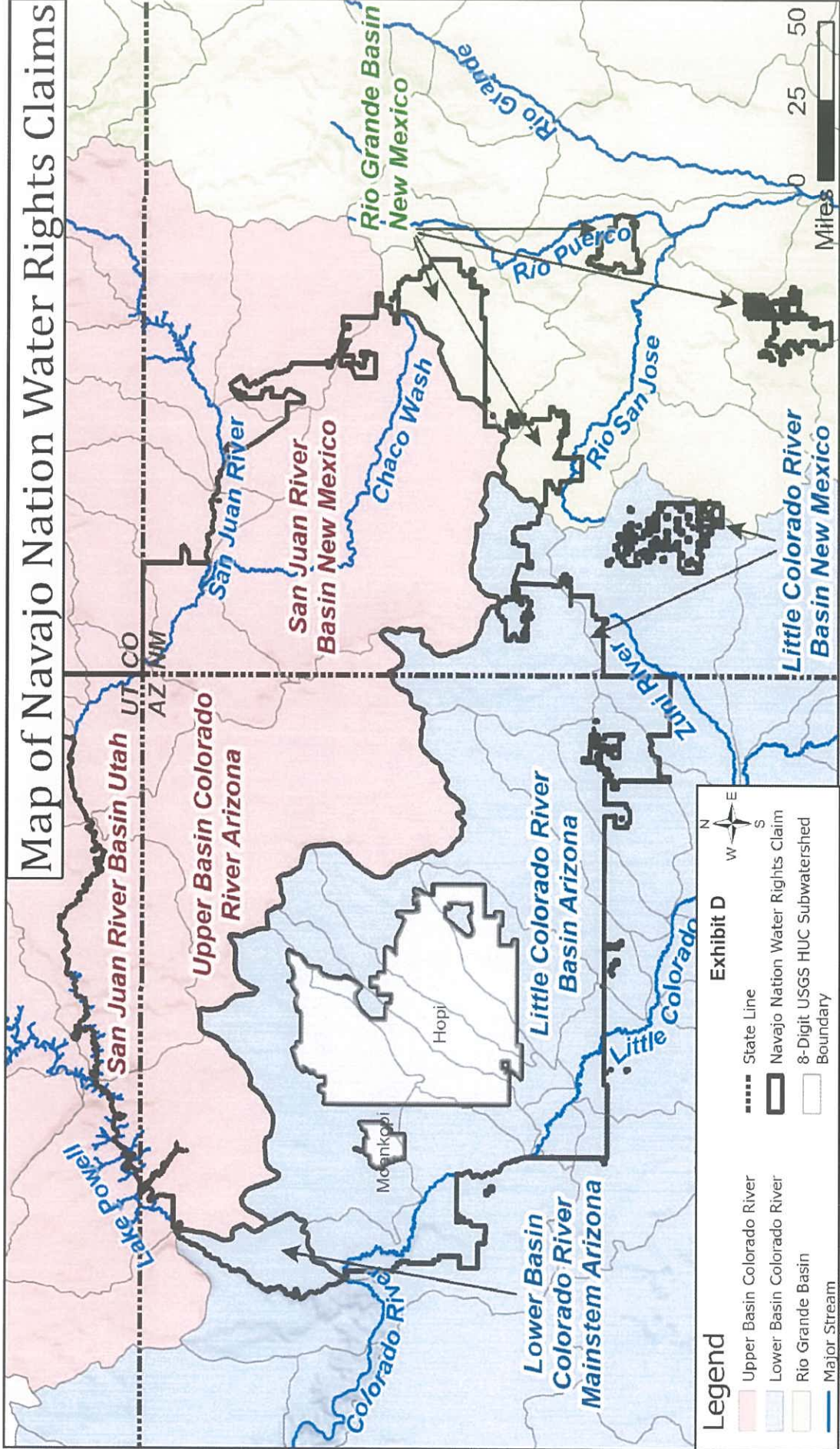
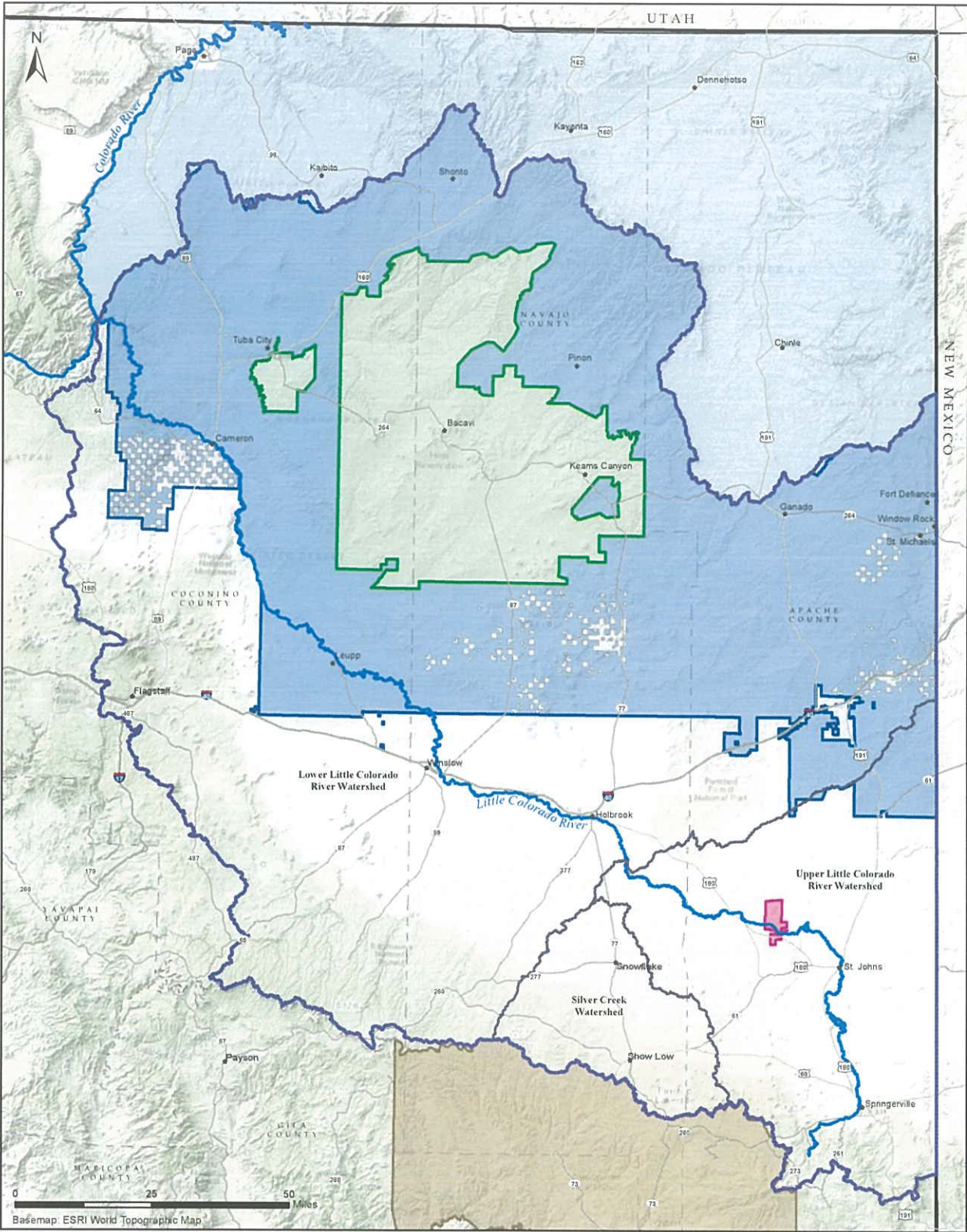


Exhibit D

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 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

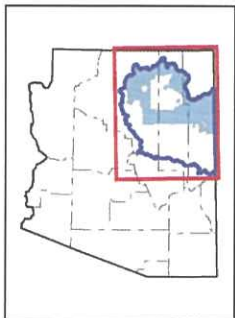



Exhibit 3.1.83

Location of the Navajo Reservation Within the LCR Adjudication Area

Final Navajo Reservation HSR
within the LCR Watershed

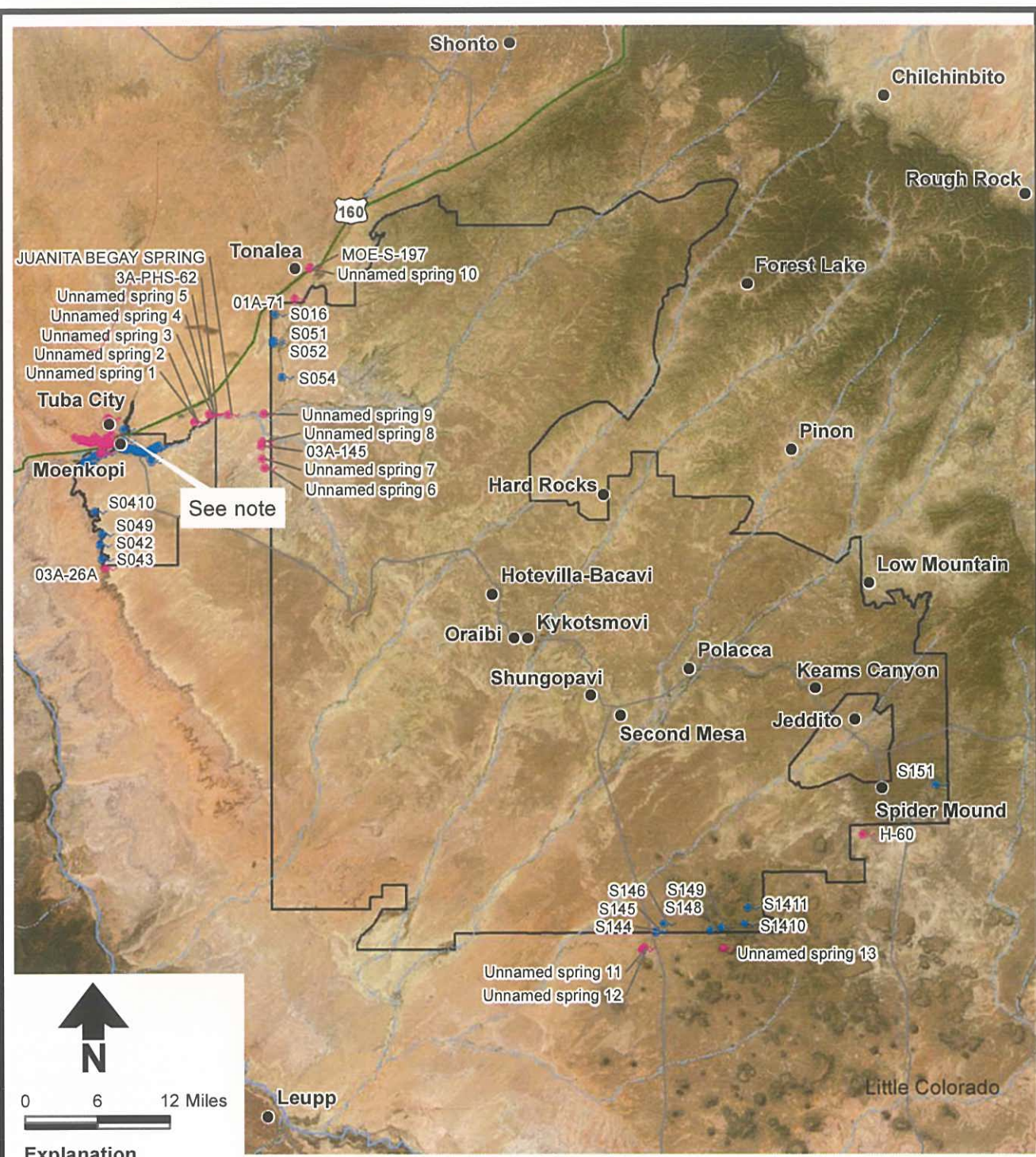
DCMI, Stock and Wildlife Watering, & Stockponds



ADWR December 2019

Exhibit F

O:\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					



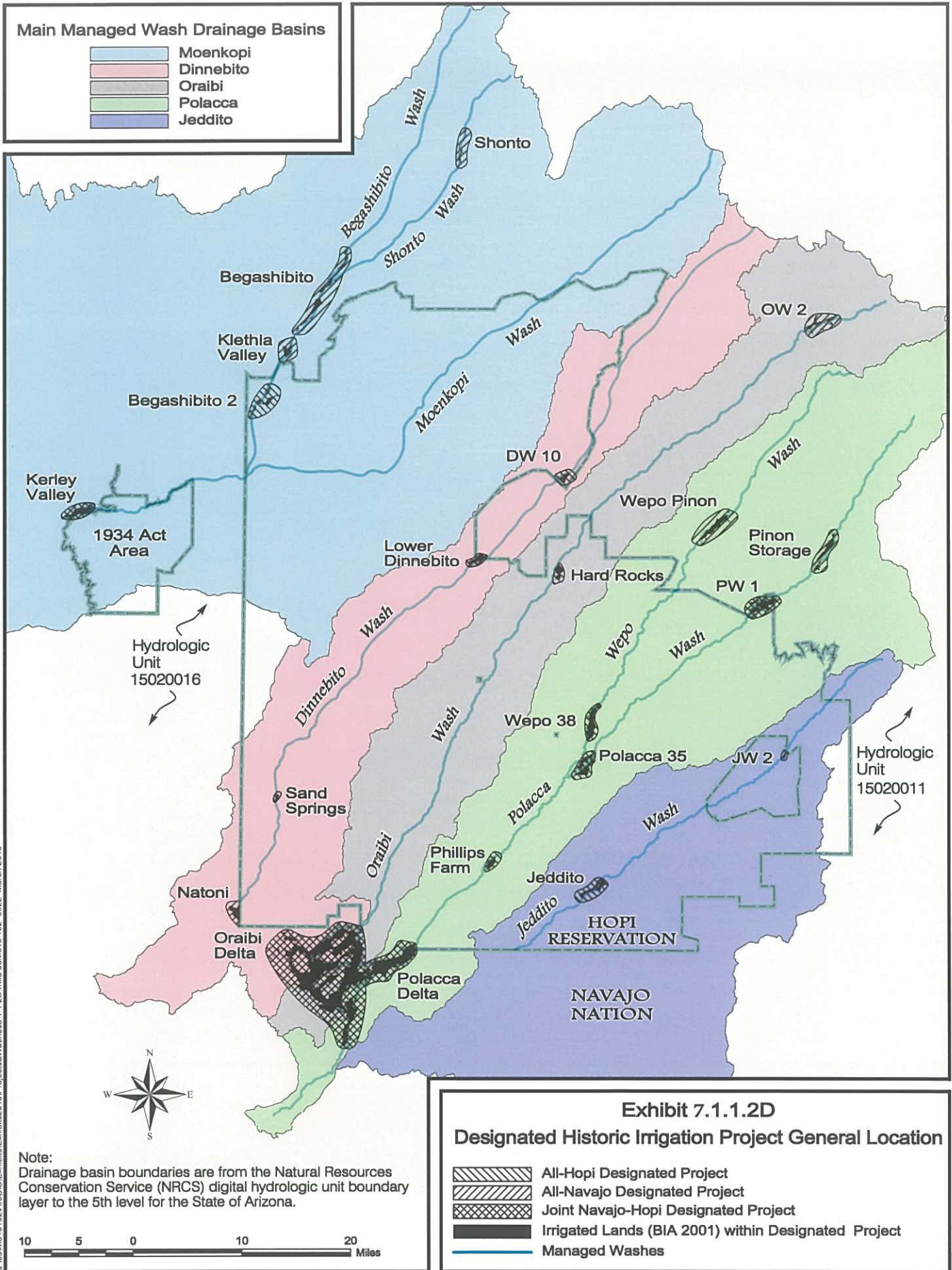
Navajo Nation Boundary Springs - Exhibit 7.2.3.5.3, Page 3 of 3

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

- Moenkopi
- Dinnebito
- Oraibi
- Polacca
- Jeddito

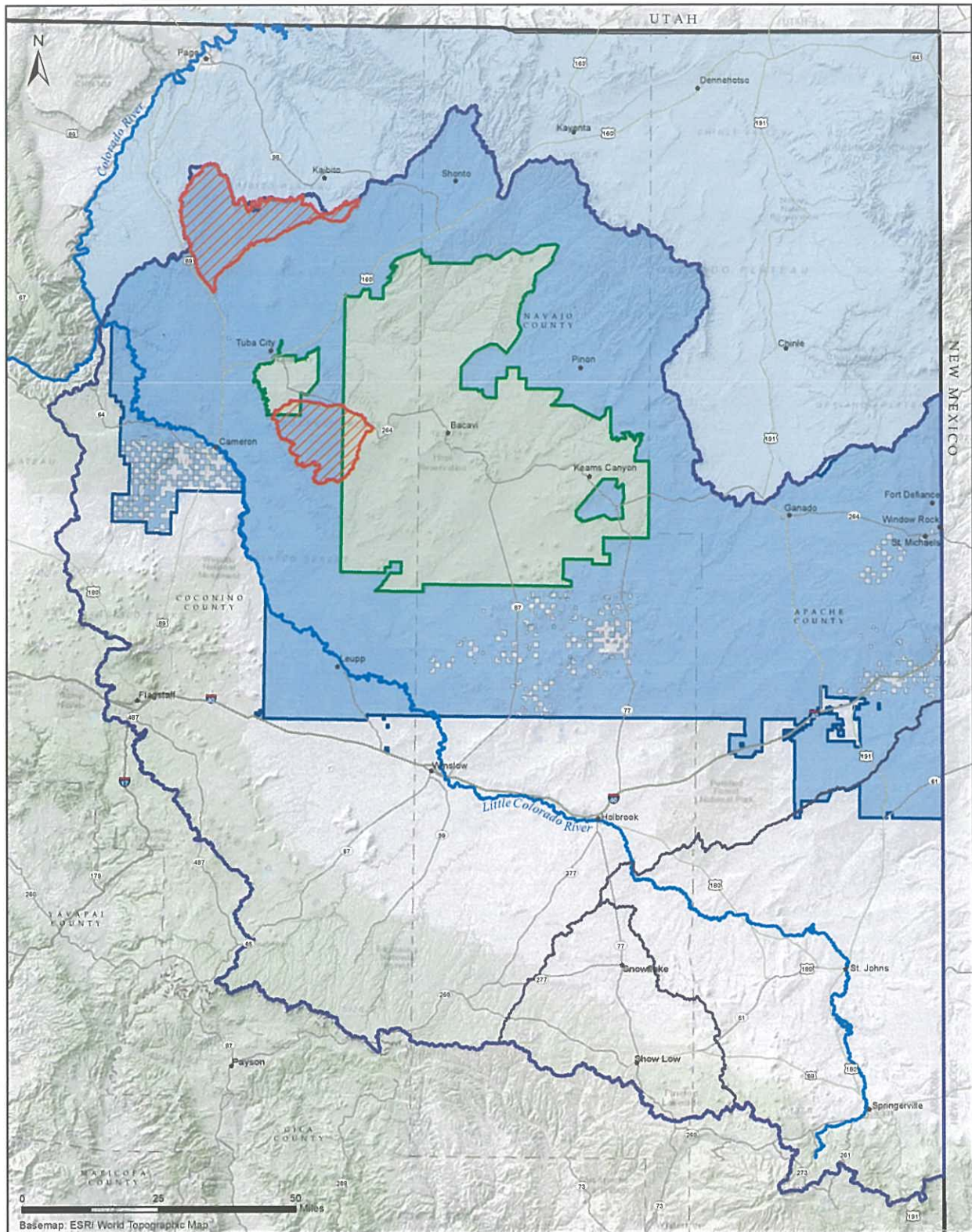


Note:
Drainage basin boundaries are from the Natural Resources Conservation Service (NRCS) digital hydrologic unit boundary layer to the 5th level for the State of Arizona.

**Exhibit 7.1.1.2D
Designated Historic Irrigation Project General Location**

- All-Hopi Designated Project
- All-Navajo Designated Project
- Joint Navajo-Hopi Designated Project
- Irrigated Lands (BIA 2001) within Designated Project
- Managed Washes

Exhibit H



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

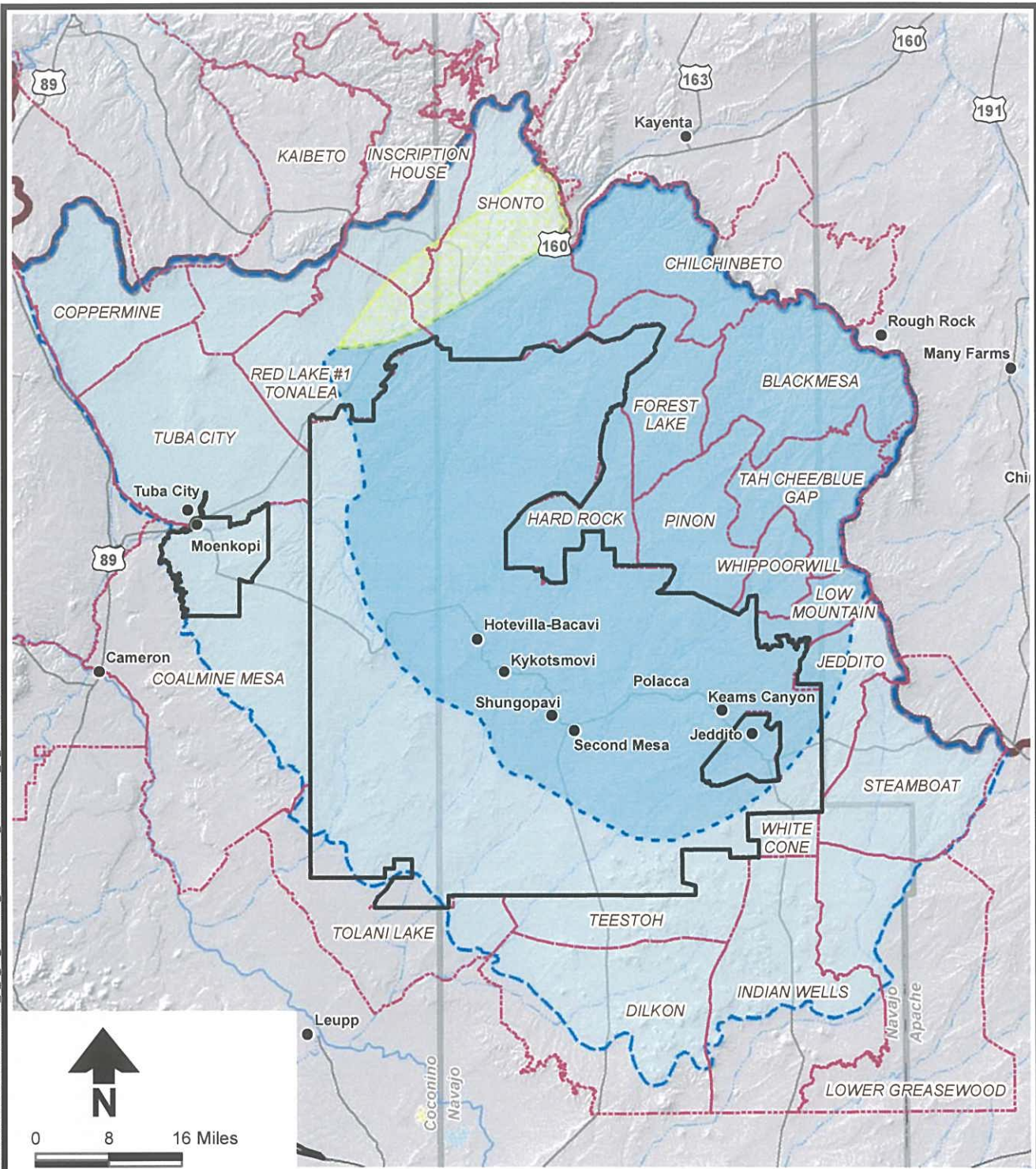
On-Reservation Closed Basins

Final Navajo Reservation HSR
within the LCR Watershed

DCMI, Stock and Wildlife Watering, & Stockponds

Exhibit I

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Explanation

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

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

Exhibit J

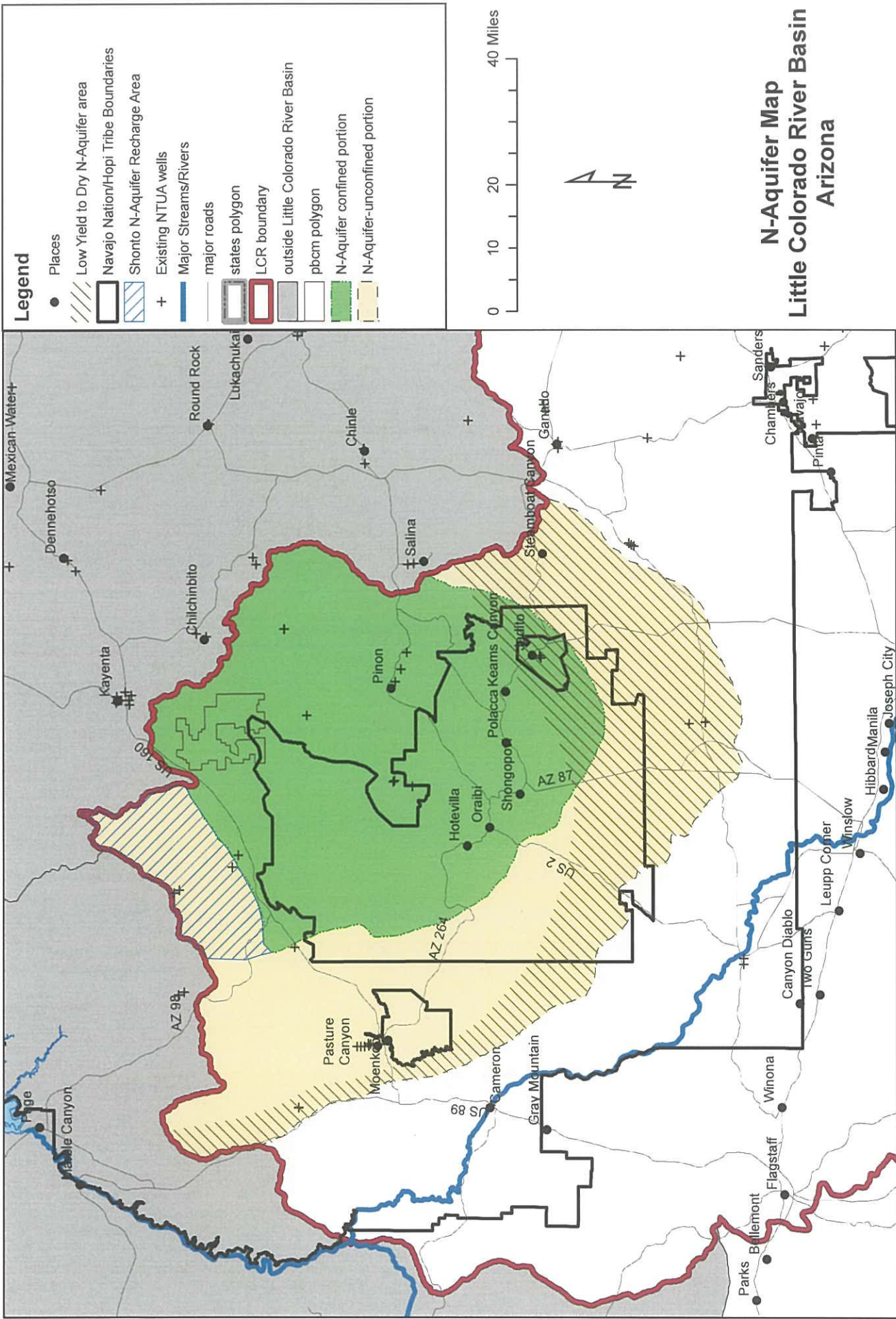
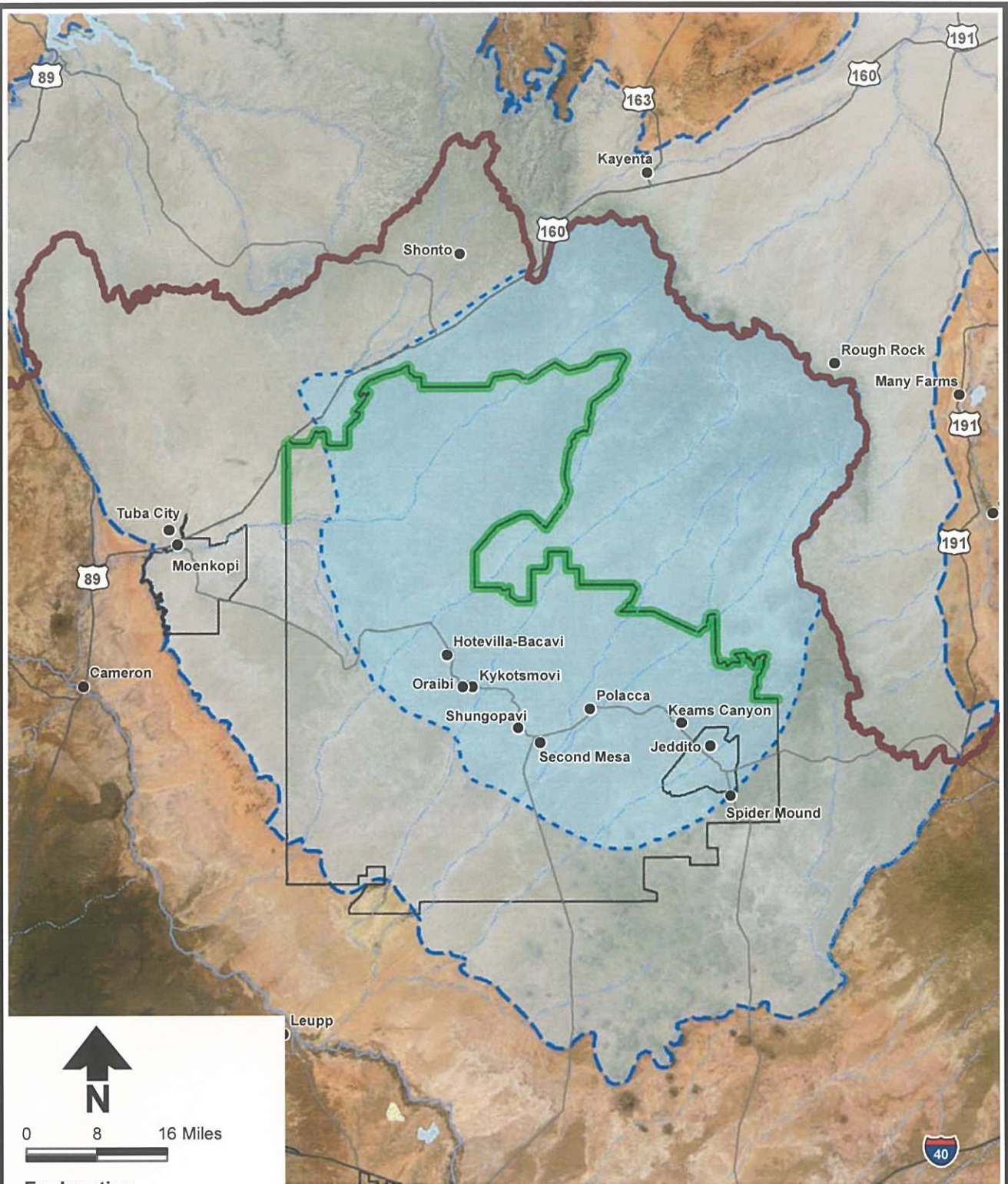


Exhibit K

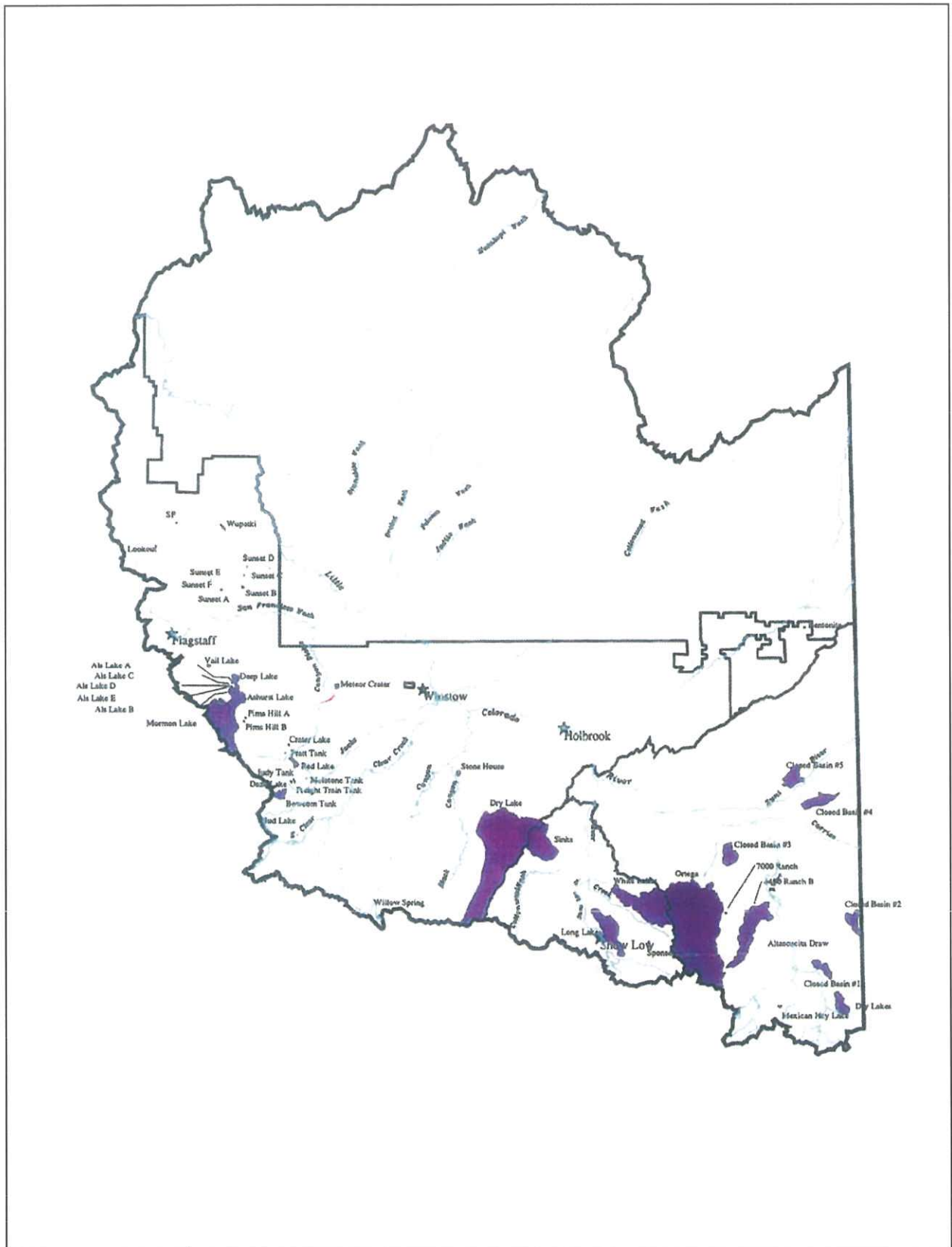
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Explanation

- 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

N

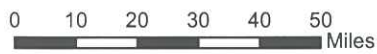


Exhibit 3.1.21a
Off Reservation
Closed Basin Map

Exhibit M

Exhibit N

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

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

WHEREAS

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

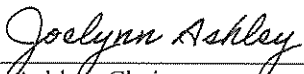
- d. All of the Navajo Aquifer that underlies the Navajo Nation (subject to an agreement with the Hopi Tribe regarding pumping limits for conservation purposes); and
 - e. All of the Coconino Aquifer that underlies the Navajo Nation; and
9. After the proposed Settlement Agreement is approved by the Navajo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

NOW THEREFORE BE IT RESOLVED:

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

CERTIFICATION

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



Joelynn Ashley, Chairperson
Navajo Nation Water Rights Commission

Motioned: Commissioner Lorenzo Bates
Seconded: Commissioner Jason John

Exhibit O

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

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

WHEREAS

1. The Navajo Nation Council, pursuant to Resolution CAP-39-02, established the Navajo Nation Water Rights Commission (the "Commission"); and
2. The Commission works to ensure that the water rights of the Navajo Nation are vigorously pursued and effectively coordinated, and to enhance the communication between all entities engaged in water rights efforts on behalf of the Navajo Nation; and
3. The Commission is authorized to establish and supervise negotiating teams for any and all Navajo Nation water rights negotiation efforts to ensure consistency of positions and to maximize success consistent with the Navajo Nation water strategy; and
4. The Commission recommends resolutions to Standing Committees of the Navajo Nation Council to enhance the Navajo Nation position on water rights claims; and
5. Bits'íís Nineez (River of Long Life Span – the Colorado River) and Tolchi'íkooh (Red Water Wash – the Little Colorado River) are protectors for the Navajo people born from our sacred mountains, and are two of the four sacred rivers that set the boundaries for Diné'tah (Navajoland). The settlement of the Nation's waters located in Arizona ensures that these rivers will continue to protect the Navajo Nation (the "Nation") and our people and sustain life on our lands – forever; and
6. Since Navajo creation, water has served as a fundamental element to Navajo life. Tó béí da' iiná. (With water, there is life), and it is elemental to Hózhóogo Oodááí, 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 118TH Congress and the current Administration support Indian Water Rights Settlements and it is important to submit the Settlement Agreement as soon as possible and in accordance with the current congressional schedule for its consideration during this favorable time; and
20. Since January 29, 2024, the Navajo Nation Water Rights Commission, with legal and technical assistance from the Department of Justice Water Rights Unit and the Department of Water Resources, provided 31 public presentations on the Northeastern Arizona Indian Water Rights Settlement Agreement to 733 individuals in 25 different chapter communities. Presentations were also provided to the Diné Hataalii Association, the Navajo Nation Human Rights Commission and to the Northern, Western, Central, and Fort Defiance Agency Councils. There were also 7 forums held on radio and social media livestreams reaching a listening audience of approximately 200,000 individuals and receiving interaction from approximately 28,500 social media accounts; and
21. Consistent with the concept of *Tó’éi’iiná at’e*, the Navajo Nation Water Rights Commission determines that it is in the best interest of the members and chapters of the Navajo Nation residing within Arizona and the Navajo Nation in general, to recommend approval by the Navajo Nation Council of the Northeastern Arizona Indian Water Right Settlement Agreement.

NOW THEREFORE BE IT RESOLVED:

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

CERTIFICATION

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



Joelynn Ashley, Chairperson
Navajo Nation Water Rights Commission

Motioned: Commissioner Lorenzo Bates
Seconded: Commissioner Jason John

Exhibit P

EXHIBIT 9.10

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

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

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

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

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

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

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

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

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

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

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

Signature Pages Follow

THE UNITED STATES OF AMERICA

By: _____

Dated: _____

Secretary of the Interior

HOPI TRIBE

By: _____

Dated: _____

Chairman

Attest: _____

Approved as to form:

Attorney

SIGNATURE AUTHORITY

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

Navajo Nation

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

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

THE NAVAJO NATION

By: _____
Buu Nygren, President

Date: _____

By: _____
Ethel Branch, Attorney General

Date: _____

BAR T BAR RANCH, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

BAR T BAR RANCH COMPANY, LLP, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

METEOR CRATER ENTERPRISES, INC.

By: _____

Dated: _____

President

Attest and Countersigned: _____

Secretary

Approved as to form:

Attorney

ARIZONA STATE LAND DEPARTMENT

By: _____

Title: _____

Dated: _____

Attachment A
State Grazing Lease 04-574

STATE LAND DEPARTMENT
STATE OF ARIZONA

GRAZING LEASE

Lease No. 05-474

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

THE HOPI TRIBE

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

ARTICLE 1
SUBJECT LAND

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

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

ARTICLE 2
TERM

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

ARTICLE 3
RENT

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

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

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

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

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

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

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

ARTICLE 4 USE OF SUBJECT LAND

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

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

ARTICLE 5 LIVESTOCK CARRYING CAPACITY

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

ARTICLE 6
DUTY TO INFORM LESSOR OF TOTAL RANCH HOLDINGS

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

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

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

ARTICLE 7
RECORDS

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

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

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

ARTICLE 8
TAXES; ADDITIONAL AMOUNTS

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

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

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

ARTICLE 9
WAIVER

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

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

ARTICLE 10
IMPROVEMENTS

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

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

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

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

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

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

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

ARTICLE 11

LESSEE'S COOPERATION; INGRESS AND EGRESS

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

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

ARTICLE 12

LESSEE SHALL NOT PERMIT LOSS OR WASTE

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

ARTICLE 13

NATIVE PLANTS AND CULTURAL RESOURCES

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

ARTICLE 14

LESSEE SHALL PROTECT THE LAND, PRODUCTS AND IMPROVEMENTS

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

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

ARTICLE 15

ASSIGNMENT, SUBLEASE, PASTURAGE AGREEMENT AND ENCUMBRANCE

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

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

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

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

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

ARTICLE 16

RESERVATIONS, RELINQUISHMENTS TO UNITED STATES

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

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

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

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

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

ARTICLE 17 CONDEMNATION AND EMINENT DOMAIN

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

ARTICLE 18 WATER RIGHTS

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

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

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

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

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

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

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

ARTICLE 19 DEFAULT AND CANCELLATION

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

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

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

ARTICLE 20
HOLDOVER LESSEE

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

ARTICLE 21
INDEMNIFICATION

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

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

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

ARTICLE 22
RENEWAL

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

ARTICLE 23
INSURANCE REQUIREMENTS

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

ARTICLE 24
ENVIRONMENTAL MATTERS

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

ARTICLE 25
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

To Lessee: Address of Record

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

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

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

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

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

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

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

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

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

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

APPENDIX A

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

RUN DATE: 6 March 2017
 RUN TIME: 12:30 PM
 PAGE: 1

KE-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 N2NESE 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

KEY LEASE# AMENDMENT#	005-000474-00-018 C	APPTYPE	RENEWAL		
				CONDEMNATION 95-98643	
20 0-N-11 0-E-12-03-031-1004				SWSW AND SWSWNW N2SW SE LY S OF CONDEMNATION 95-98643	2 10 149 330
20 0-N-11 0-E-14-03-031-1002				ALL	9 00 640 000
20 0-N-11 0-E-16-03-030-1002				ALL	9 00 640 000
20 0-N-11 0-E-18-03-031-1002				LOTS 1 THRU 4 E2W2 E2	10 00 715 550
20 0-N-11 0-E-22-03-031-1006				E2 N2NW SWNW SW	8 40 600 000
20 0-N-11 0-E-24-03-031-1002				ALL	9 00 640 000
20 0-N-11 0-E-26-03-031-1002				ALL	9 00 640 000
20 0-N-11 0-E-28 03-031-1002				ALL	9 00 640 000
20 0-N-11 0-E-30-03-031-1002				LOTS 1 THRU 4 E2W2 E2	9 90 710 450
20 0-N-11 0-E-32-03-030-1002				ALL	9 00 640 000
20 0-N-11 0-E-34-03-031-1002				ALL	9 00 640 000
20 0-N-11 0-E-36-03-030-1002				ALL	9 00 640 000
20 0-N-12 0-E-02-03-030-1002				SWNW SW W2SE SESE AND LOTS 3 4 S2NE SENW NESE LY S FROM C/L OF RAILROAD	7 10 505 910
20 0-N-12 0-E-04-03-031-1002				LOTS 1 THRU 4 S2N2 S2	10 00 715 560
20 0-N-12 0-E-06-03-031-1004				LOTS 1 THRU 7 S2NE SENW E2SW SE	9 90 704 900
20 0-N-12 0-E-08 03 031-1002				ALL	9 00 640 000
20 0-N-12 0-E-10-03-031 1002				ALL	9 00 640 000
20 0-N-12 0-E-12-03-031-1002				ALL	9 00 640 000
20 0-N-12 0-E-14-03-031-1002				N2 EX CONDEMNATION 95-98643 LY IN S2SWNE SESESESENW	4 40 313 640
20 0-N-12 0-E-16-03-030-1003				NE N2NW N2S2NW N2S2S2NW AND S2S2S2NW N2N2NENESEW 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 80 485 050

APPENDIX A

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

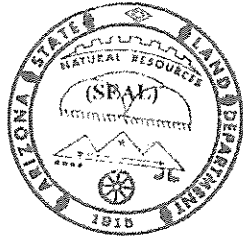
RUN DATE 6 March 2017
 RUN TIME 13:30 PM
 PAGE 3

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 60	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 NWNWNWNWSW 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 CR. OF I-10			0 20	13 060
	TOTALS			428 60	30,813,240

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

STATE OF ARIZONA, LESSOR
Arizona State Land Commissioner

[Handwritten Signature] 3/27/17
By: Date



THE HOPI TRIBE

Lessee

[Handwritten 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

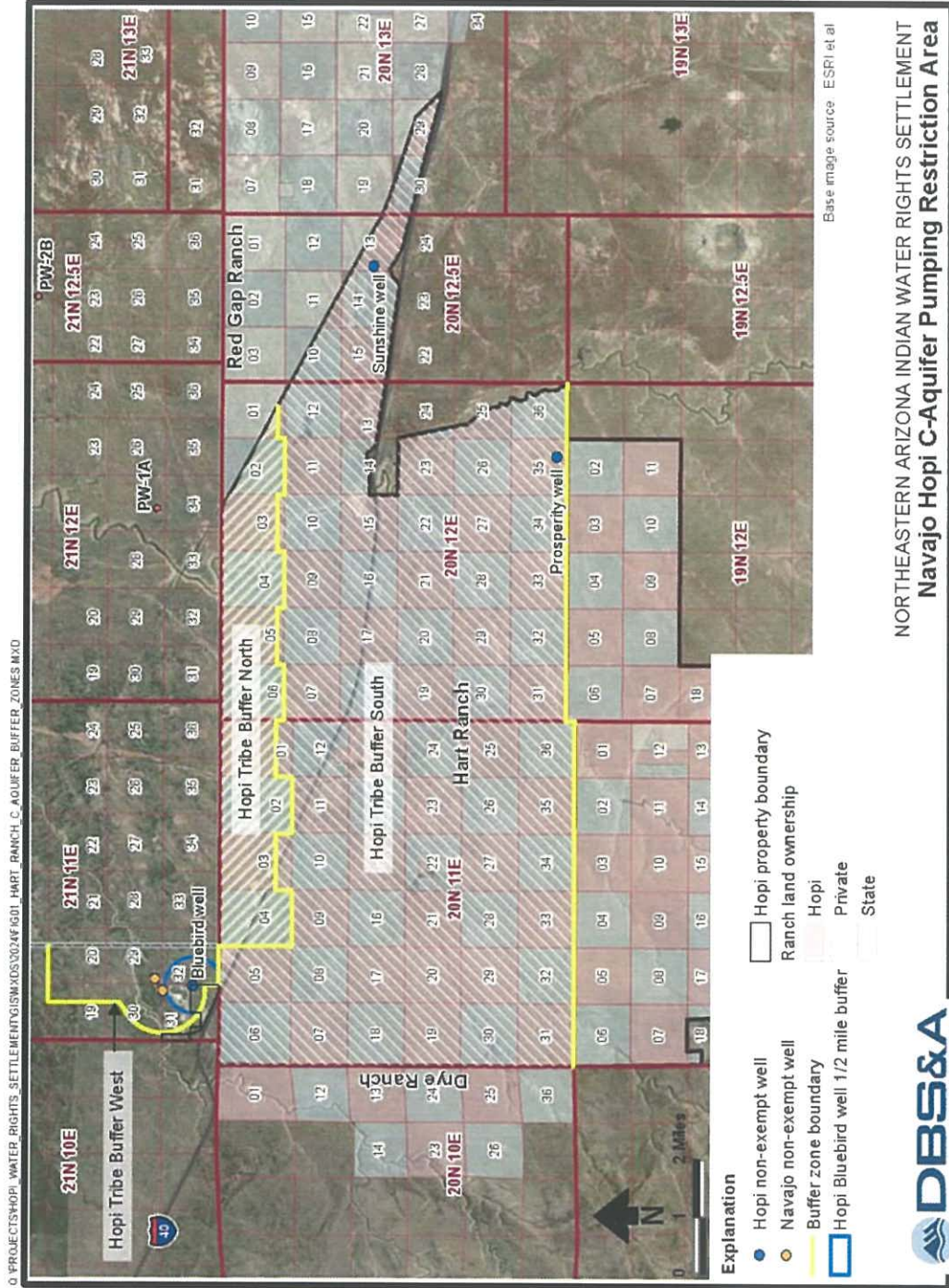


Figure 1

Figure 2

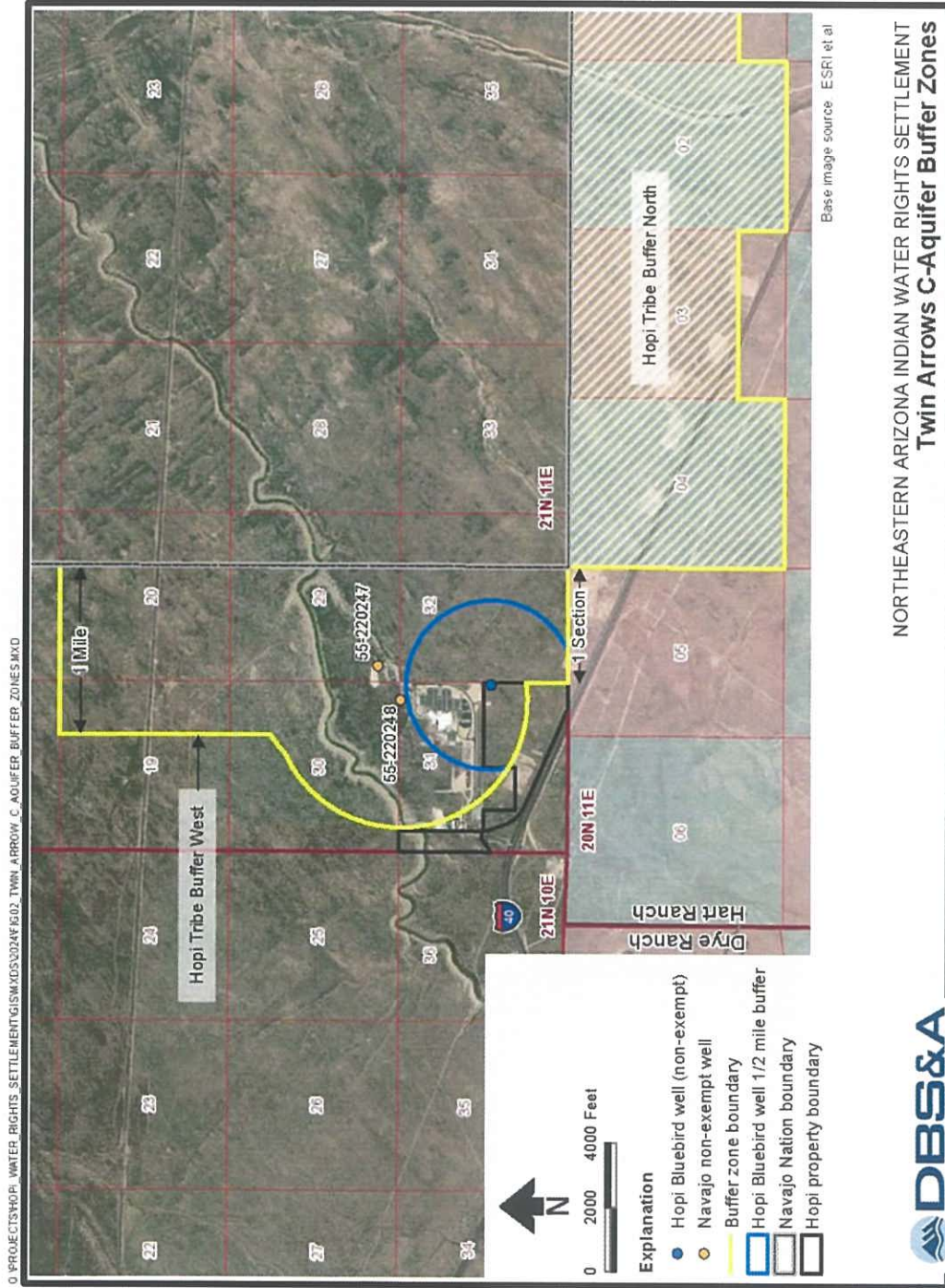


Figure 2

Figure 3

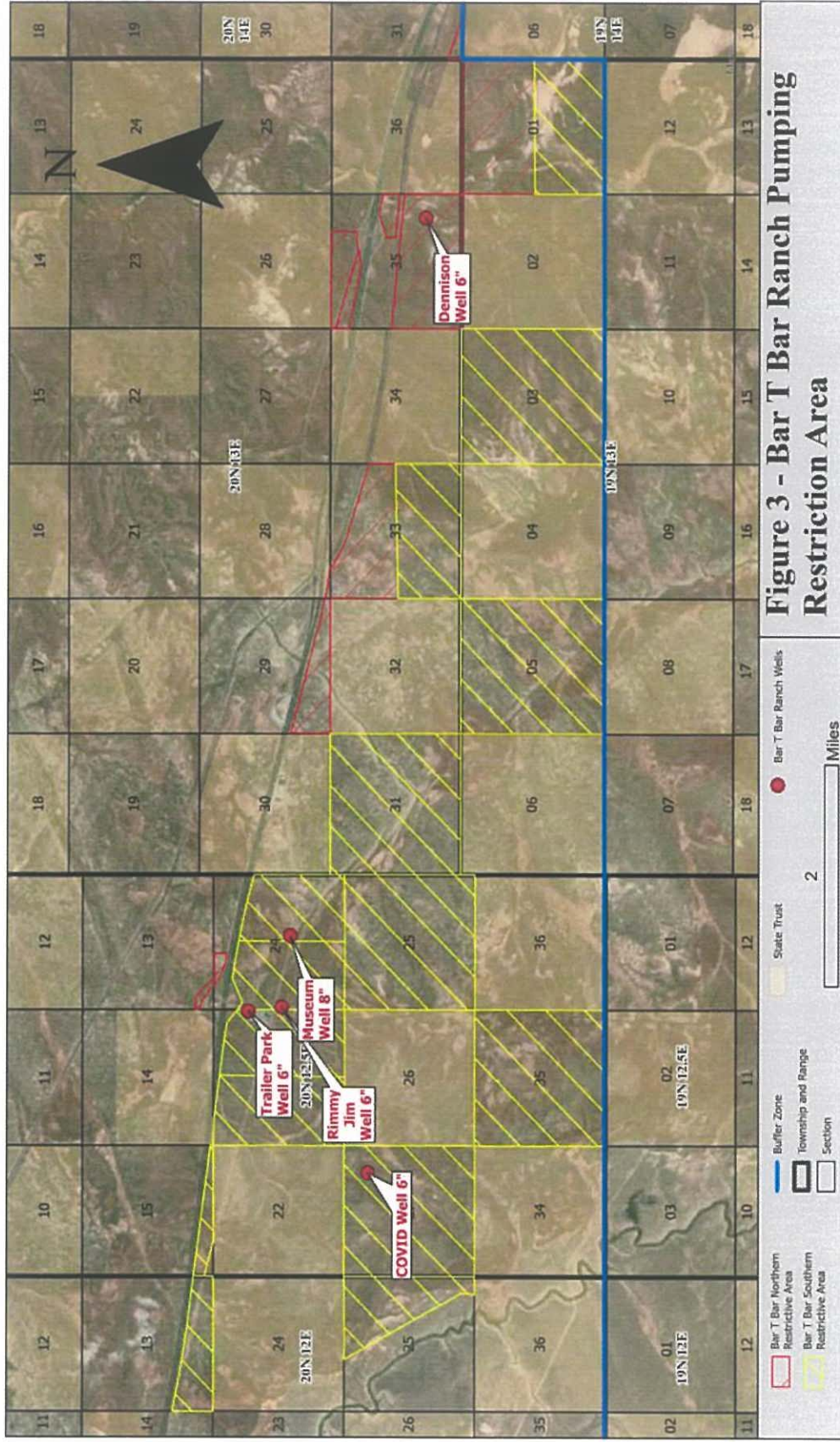


Figure 3 - Bar T Bar Ranch Pumping Restriction Area

Exhibit 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.