

# RECLAMATION

*Managing Water in the West*

## Planet Ranch Lease

**Draft Environmental Assessment LC-14-15**  
**Appendix C- Hualapai Tribe Bill Williams River Water Rights**  
**Settlement Agreement**  
Lower Colorado Region, Boulder City, Nevada



**U.S. Department of the Interior**  
**Bureau of Reclamation**  
**Lower Colorado Region**  
**Boulder City, Nevada**

April, 2015

# **Hualapai Tribe Bill Williams River Water Rights Settlement Agreement**

Legislative Draft

1.0	RECITALS .....	3
2.0	DEFINITIONS.....	3
3.0	EXHIBITS .....	8
4.0	WATER RIGHTS.....	9
	4.1 Confirmation of Water Rights .....	9
	4.2 Protection for the Tribe’s Water Rights .....	10
	4.3 Trust Land Parcels .....	11
	4.4 Cholla Canyon Ranch and Other Lands .....	14
5.0	FREEPORT WATER RIGHTS.....	14
	5.1 Sever and Transfer Applications .....	14
	5.2 Wikieup Wellfield Water Rights .....	15
	5.3 Other Freeport Water Rights .....	15
6.0	GROUNDWATER CRITERIA.....	15
7.0	WAIVER AND RELEASE OF CLAIMS .....	15
	7.1 Waiver and Release of Claims by the Tribe and United States against Freeport .....	15
	7.2 Waiver and Release of Claims by Freeport against the Tribe and the United States as Trustee, its Members or Allottees.....	16
	7.3 Waiver and Release of Claims by the Tribe against the United States.....	17
	7.4 General .....	17
	7.5 Waiver of Sovereign Immunity .....	18
8.0	FREEPORT CONTRIBUTION.....	18
9.0	DISPUTE RESOLUTION.....	19
10.0	OTHER .....	21
11.0	EXECUTION BLOCKS .....	24

This Hualapai Bill Williams River Water Rights Settlement Agreement (“Hualapai BWR Agreement”) is entered into among the Hualapai Tribe (the “Tribe”), the United States as Trustee for the Tribe, its Members and the Allottees, and Freeport Minerals Corporation (“Freeport”), (collectively, the “Parties”).

## **1.0 RECITALS**

**1.1** A comprehensive settlement of the Hualapai Tribe’s water claims (the “Hualapai Tribe Water Rights Settlement Agreement”) is being negotiated to resolve all of the Tribe’s water right claims to the Colorado River System, including the Verde River and the Bill Williams River in Arizona.

**1.2** In addition, Freeport, the United States Department of the Interior, the Tribe, the United States as trustee for the Tribe, its members and Allottees, the Arizona Game and Fish Commission, and the Arizona Department of Water Resources are entering into a separate agreement titled the Big Sandy River-Planet Ranch Water Rights Settlement Agreement (the “Big Sandy River-Planet Ranch Agreement”) to permanently settle and resolve certain water rights issues among themselves as described in the Big Sandy River-Planet Ranch Agreement.

**1.3** Proceedings to determine the nature and extent of certain water rights of the Tribe and its Members, the United States, Freeport, and other claimants in the Verde River watershed are pending in the Gila River Adjudication Proceedings.

**1.4** There is no legal proceeding pending in which water right claims in the Bill Williams River Watershed may be adjudicated. In lieu of initiating such a proceeding, the Tribe, the United States, and Freeport desire to settle, confirm and resolve all remaining legal disputes relating to certain of their respective water right claims in the Bill Williams River Watershed among themselves through this Agreement, and to resolve certain other matters as described below.

**1.5** For purposes of this Agreement, the United States is acting solely in its role as trustee for the Tribe, its Members and the Allottees, and not in any other role, including its role as trustee for any other Indian tribe. The parties acknowledge and accept that in executing this Hualapai BWR Agreement, the United States is not acting on behalf of the Department of the Interior bureaus in their non-trustee capacity, including the Bureau of Land Management, Fish & Wildlife Service, and Bureau of Reclamation. The United States’ rights and obligations on behalf of those bureaus shall be governed by the terms of the Big Sandy River-Planet Ranch Agreement.

**1.6** The Parties intend that the terms of this Hualapai BWR Agreement will be incorporated as an exhibit into the Hualapai Tribe Water Rights Settlement Agreement. The Tribe and Freeport, however, also intend this Agreement to be a binding commitment to each other regarding their respective obligations set forth herein from and after the Effective Date.

**Now, therefore**, in consideration of the promises and agreements set forth below, the Parties hereby agree as follows:

## **2.0 DEFINITIONS**

- 2.1 “Abstract” shall mean a summary of the Water Rights or uses held or owned by any Party.
- 2.2 “Act” shall mean the Bill Williams River Water Rights Settlement Act of 2014 attached hereto as Exhibit 2.2.
- 2.3 “Agreement” shall mean this Hualapai Tribe Bill Williams River Water Rights Settlement Agreement, including exhibits, among the Tribe, Freeport, and the United States as Trustee for the Tribe, its Members and the Allottees, and any amendments approved by the Parties hereto.
- 2.4 “AFY” shall mean acre-feet per Year.
- 2.5 “Allotment” shall mean the four (4) off-reservation parcels held in trust by the United States for individual Indians in the Big Sandy River basin in Mohave County, Arizona, under Patent Nos. 1039995, 1039996, 1039997, and 1019494. These allotments are identified on the map attached hereto as Exhibit 2.10 as Parcels 1A, 1B, 1C, and Parcel 2.
- 2.6 “Allottee” shall mean any Indian owner of an allotment under Patent Nos. 1039995, 1039996, 1039997, and 1019494.
- 2.7 “Bagdad Mine Complex and Bagdad Townsite” shall mean the area depicted on the map attached hereto as Exhibit 2.7.
- 2.8 “Banegas Ranch” shall mean that certain property owned by Freeport and described in the Special Warranty Deed recorded on February 23, 2006 at Book 6122 and Page 81 of the Official Records of the Mohave County Recorder. Banegas Ranch is also depicted on the map attached hereto as Exhibit 2.8.
- 2.9 “Big Sandy River Watershed” shall mean the watershed drained by the Big Sandy River.
- 2.10 “Bill Williams River Watershed” shall mean the watershed drained by the Bill Williams River and all of its tributaries, including, but not limited to, the Big Sandy and the Santa Maria Rivers, as depicted on the map attached hereto as Exhibit 2.10.
- 2.11 “Buffer Zone” shall mean that area designated on the map attached hereto as Exhibit 2.8.
- 2.12 “Cholla Canyon Ranch” shall mean that certain property, held in fee by the Tribe, described in the Special Warranty Deed recorded on December 27, 2004 as Instrument No. Book 3449, Page 352 in the official records of the Mohave County Recorder, as depicted on the map attached hereto as Exhibit 2.8.
- 2.13 “Divert” shall mean to remove, withdraw, develop, produce or capture Water by means of a ditch, canal, flume, bypass, pipeline, pit, collection or infiltration gallery, conduit, well, pump, turnout, other mechanical device, or any other act of man.
- 2.14 “Diversion” shall mean the act of Diverting.

2.15 “Effective Date” shall mean the date upon which both Freeport and the Tribe have executed this Agreement.

2.16 “Effluent” shall mean water which, after being used for domestic, municipal, industrial, or mining purposes, is available for reuse for any purpose, whether or not the water has been treated to improve its quality, except water that has been used solely for hydropower generation.

2.17 “Enforceability Date” of this Agreement shall mean the same date on which the Big Sandy River-Planet Ranch Agreement becomes enforceable as set forth in Section 11.12 of the Big Sandy River-Planet Ranch Agreement.

2.18 “Exempt Well” shall mean a well having a pump with a maximum capacity of not more than 35 gallons per minute.

2.19 “Freeport Minerals Corporation” or “Freeport” shall mean the Delaware corporation of that name, and all Freeport subsidiaries, affiliates, successors and assigns, such as Byner Cattle Company, a Nevada corporation.

2.20 “Force Majeure” shall mean an extraordinary event or circumstance beyond the control of a Party, such as a major industrial disturbance, power failure, act of public enemies, war, blockade, insurrection, riot, epidemic, landslide, lightning, earthquake, fire, storm, flood, drought, washout, interruption by the government not due to the fault of the affected Party, civil disturbance, strike, labor problem, explosion, inability to procure materials and services, acts or omissions of the other Parties, or any other event beyond the reasonable control of the affected Party (excluding financial inability to perform) that prevents the affected Party from fulfilling its obligations under this Agreement, which did not occur as a product or result of the negligence or malfeasance of the affected Party, and which has a materially adverse effect on the ability of such Party to perform its obligations.

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

2.22 “Groundwater” shall mean water underneath the surface of the Earth within Arizona that is not Surface Water or Effluent.

2.23 “Hualapai Tribe” or “Tribe” shall mean a Tribe of Hualapai Indians organized under Section 16 of the Indian Reorganization Act of June 18, 1934, 48 Stat. 987 (25 U.S.C. § 476), and duly recognized by the Secretary.

2.24 “Hualapai Tribe Economic Development Fund” shall mean the fund established pursuant to Paragraph 8.0.

2.25 “Hualapai Tribe Water Rights Settlement Agreement” shall mean that certain settlement agreement being negotiated among the Tribe, the United States, the State of Arizona, the Central Arizona Water Conservation District (“CAWCD”), the Salt River Project Agricultural Improvement and Power District and Salt River Valley Water Users’ Association (collectively

“SRP”), and Freeport, into which this Agreement eventually will be incorporated as an exhibit. The final Hualapai Tribe Water Rights Settlement Agreement may include some or all of the parties listed in the preceding sentence.

2.26 “Injury to Water Rights” or “Injury to Water Right” shall mean an interference with, diminution of, or deprivation of, a Water Right or Water Rights under federal, State, or other law.

2.27 “Lincoln Ranch” shall mean that certain property owned by Freeport described in the Special Warranty Deed recorded on December 4, 1995, as Instrument No. 1995-05874 in the official records of La Paz County, Arizona. Lincoln Ranch is also depicted on the map attached hereto as Exhibit 2.27.

2.28 “Material Harm” shall mean measurable and appreciable interference with, diminution of, or deprivation of, Water that is directly attributable to a specific Diversion and which causes an adverse effect on a use of Water pursuant to a Water Right confirmed in this Agreement for Parcels 1, 2, and 3, or a Diversion that has a direct and measurable impact on the flow of Cofer Hot Spring.

2.29 “Member” or “Members” shall mean any person or persons duly enrolled as a member or members of the Hualapai Tribe.

2.30 “Mracek Property” shall mean that certain property described in the Special Warranty Deed recorded on September 3, 2008, as Instrument No. Book 7297, Page 613 of the Official Records of the Mohave County Recorder. The Mracek Property is also depicted on the map attached hereto as Exhibit 2.8.

2.31 “Owner” shall mean the property owners of Parcel 1, Parcel 2 or Parcel 3.

2.32 “Parcel 1” shall mean that Trust Land Parcel depicted on the map attached hereto as Exhibit 2.8, which is held in trust for certain Allottees. Parcel 1 consists of three contiguous Allotments identified on Exhibit 2.8 as Parcels 1A, 1B, and 1C.

2.33 “Parcel 2” shall mean that Trust Land Parcel depicted on the map attached hereto as Exhibit 2.8, which is held in trust for certain Allottees.

2.34 “Parcel 3” or “Hualapai Executive Order 1368 Reservation” shall mean that Trust Land Parcel depicted on the map attached hereto as Exhibit 2.8 which is held in trust for the Tribe. Parcel 3 is a part of the Hualapai Reservation pursuant to the Executive Order 1368 of June 2, 1911.

2.35 “Parcel Target Production” shall mean the quantity of Water for each Trust Land Parcel described in Paragraph 4.3.

2.36 “Parties” shall mean the Hualapai Tribe, the United States as trustee for the Tribe, its Members and Allottees, and Freeport.

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

2.38 [INTENTIONALLY NOT USED]

2.39 “Planet Ranch” shall mean that certain real property owned by Freeport described in the Special Warranty Deed recorded on December 14, 2011, as Instrument No. 2011-05267 in the official records of La Paz County, Arizona and as Instrument No. 2011-062804 in the official records of Mohave County, Arizona and depicted on the map attached hereto as Exhibit 2.39.

2.40 “Production Wells” shall mean wells with a pumping capacity greater than 35 gallons per minute used to withdraw Water for mining, agricultural, or industrial purposes, and for domestic uses incidental thereto.

2.41 “Resolution” shall mean a Resolution adopted and entered into by the Hualapai Tribal Council to: (1) authorize and approve the execution of this Agreement on behalf of the Tribe by the tribal Chairperson, and (2) formally request the Bureau of Indian Affairs to withdraw its pending objections to the Sever and Transfer Applications and to not file objections to any amendments to the Sever and Transfer Applications or to any new applications to sever and transfer 10,055 AFY of Water Rights to the Wikieup Wellfield.

2.42 “Right of First Refusal” or “ROFR” shall mean the Tribe’s right to purchase the ROFR Lands or Banegas Ranch, according to terms specified in the form attached hereto as Exhibit 2.42, before Freeport is entitled to sell the ROFR Lands or Banegas Ranch to a third party.

2.43 “ROFR Lands” shall mean those parcels of land owned by Freeport identified on the map attached hereto as Exhibit 2.8.

2.44 “Secretary” shall mean the Secretary of the United States Department of the Interior.

2.45 “Sever and Transfer Applications” shall mean those applications filed by Freeport to sever and transfer certain Water Rights from Lincoln Ranch and Planet Ranch to the Wikieup Wellfield and the Bagdad Mine Complex and Bagdad Townsite, as well as to sever and transfer certain Planet Ranch Water Rights to new locations within Planet Ranch.

2.46 “State” shall mean the State of Arizona.

2.47 “Surface Water” shall mean all water that is appropriable under State law.

2.48 “Supplemental Water” shall mean Water provided to the Owner as described in Paragraph 4.3.



2.49 “Trust Land Parcels” shall mean Parcel 1, Parcel 2 and Parcel 3 as depicted on the map attached hereto as Exhibit 2.8.

2.50 “United States” or “United States of America” shall mean the United States acting as trustee for the Tribe, its Members and the Allottees, and not in any other role, including its role as trustee for any other Indian tribe or in any non-trustee role on behalf of any constituent bureau of the Department of the Interior or any other government bureau. The United States’ non-trustee rights and obligations on behalf of the Department of the Interior bureaus shall be governed by the terms of the Big Sandy River-Planet Ranch Agreement.

2.51 “Water” shall mean, when used without a modifying adjective, Groundwater, Surface Water or Effluent. For purposes of Paragraph 8.0 only, “Water” shall also mean “Colorado River Water” where so designated in Subparagraph 8.1.

2.52 “Water Right” shall mean any right in or to Groundwater, Surface Water, or Effluent under federal, State or other law. For purposes of Subparagraph 8.1 only, “Water Right” also means a right to Colorado River Water.

2.53 “Wikieup Wellfield” means the geographic area depicted on the map attached hereto as Exhibit 2.8.

### 3.0 **EXHIBITS**

3.1 The following is a list of Exhibits attached to this Agreement. The Parties have reviewed the Exhibits. Prior to the Enforceability Date, no Party shall object to or contest the terms and conditions of the Exhibits in any judicial, administrative or legislative proceedings.

<b>Exhibit No.</b>	<b>Exhibit Description</b>	<b>Page Number</b>
2.2	Bill Williams River Water Rights Settlement Act of 2014	
2.7	Map of Bagdad Mine Complex and Bagdad Townsite	
2.8	Map of Big Sandy Basin showing locations of: - Banegas Ranch - Buffer Zone - Cholla Canyon Ranch - Mracek Property - Trust Land Parcels 1, 2 and 3 - ROFR Lands - Wikieup Wellfield - Wells PW-2, OW-2, and OW-4	
2.10	Map of Bill Williams River Watershed	
2.27	Map of Lincoln Ranch	

2.39	Map of Planet Ranch	
2.42	Right of First Refusal Form	
4.1(i)	Abstract of the Tribe's Bill Williams River Watershed Water Rights, Including Water Rights for Trust Land Parcels and Cholla Canyon Ranch	
4.1(iii)	Abstract of Freeport Settlement Water Rights	
4.2(iii)(g)	Banegas Ranch Restrictive Covenant	
7.1(ii)	Waiver and Release of Claims by the Tribe and the United States Against Freeport	
7.2(ii)	Waiver and Release of Claims by Freeport Against the Tribe and the United States	
7.3(ii)	Waiver and Release of Claims by Tribe Against the United States	

#### **4.0 WATER RIGHTS**

##### **4.1 Confirmation of Water Rights**

(i) Tribe. The Water Rights of the Hualapai Tribe in the Bill Williams River Watershed are described in the Big Sandy River-Planet Ranch Agreement and in the Abstract attached hereto as Exhibit 4.1(i) and those Water Rights are hereby confirmed by Freeport. The confirmation of these Water Rights for the Hualapai Tribe shall become effective and binding as of the Enforceability Date. Upon the Enforceability Date, the Tribe shall be entitled to enforce this provision against Freeport.

(ii) Allottees. The Water Rights for the Allotments in the Bill Williams River Watershed are quantified and described in the Big Sandy River-Planet Ranch Agreement and shall become effective and enforceable as to Freeport pursuant to the terms of the Big Sandy River-Planet Ranch Agreement.

(iii) Freeport. The Water Rights of Freeport in the Bill Williams River Watershed are described in the Abstract attached hereto as Exhibit 4.1(iii).

(a) The Water Rights described in Exhibit 4.1(iii) are hereby confirmed by the Tribe and are effective and binding on the Tribe as of the Enforceability Date. Upon the Enforceability Date, Freeport shall be entitled to enforce this provision against the Tribe.

(b) The Water Rights described in Exhibit 4.1(iii) are confirmed by the United States as trustee for the Tribe, its Members and the Allottees and such confirmation shall

become effective and binding as of the Enforceability Date. Upon the Enforceability Date, Freeport shall be entitled to enforce this provision against the United States in the United States' trustee capacity under this Agreement. The United States' non-trustee rights and obligations on behalf of Interior Department bureaus shall be governed by the terms of the Big Sandy River-Planet Ranch Agreement, and enforceable according to the terms of that Agreement.

#### **4.2 Protections for the Tribe's Water Rights**

##### **(i) Cofer Hot Spring.**

(a) Cofer Hot Spring is located on Cholla Canyon Ranch. As described in the Abstract attached hereto as Exhibit 4.1(i), the Tribe claims State law-based Water Rights for Cofer Hot Spring. Cofer Hot Spring is also culturally significant to the Tribe. To help protect the Tribe's interests in Cofer Hot Spring, Freeport shall implement the protections listed in Subparagraphs 4.2(ii), (iii) and (iv) below.

##### **(ii) Volcanic aquifer.**

(a) Freeport shall not drill new Production Wells in the volcanic aquifer that supplies Cofer Hot Spring.

(b) Freeport shall be entitled to drill Exempt Wells in the volcanic aquifer.

(c) If the Tribe believes the number or location of Exempt Wells drilled into the volcanic aquifer is causing an adverse impact to the flow of Cofer Hot Spring, the Tribe and Freeport shall attempt to resolve the issue through informal discussion or, if required, through formal dispute resolution, utilizing the process described in Paragraph 9.0.

(d) This Agreement does not limit the number of wells Freeport may drill in the alluvial aquifer or other aquifers that are not connected to the volcanic aquifer that supplies Cofer Hot Spring.

(e) The provisions of this Subparagraph (ii) shall take effect on the Effective Date and the Tribe shall be entitled to enforce these provisions against Freeport as of the Effective Date.

##### **(iii) Banegas Ranch.**

(a) Except as provided in Subparagraph (c) below, Freeport shall not Divert Water from the PW-2 (ADWR Registration No. 55-581262), OW-2 (No. 55-582104), and OW-4 (No. 55-581265) wells on Banegas Ranch. The PW-2, OW-2 and OW-4 wells are depicted on the map attached hereto as Exhibit 2.8.

(b) Freeport shall not drill new Production Wells on Banegas Ranch in the volcanic aquifer that supplies Cofer Hot Spring.

(c) Freeport shall be entitled to Divert up to 35 gpm of Water from PW-2, OW-2 and OW-4, and to drill new Exempt Wells in the volcanic aquifer on Banegas Ranch.

(d) If the Tribe believes the diversions described in Subparagraph (iii)(c) or the number or location of Exempt Wells drilled into the volcanic aquifer on Banegas Ranch is causing an adverse impact to the flow of Cofer Hot Spring, the Tribe and Freeport shall attempt to resolve the issue through informal discussion or, if required, through formal dispute resolution, utilizing the process described in Paragraph 9.0.

(e) Upon the Effective Date, Freeport shall grant the Tribe the Right of First Refusal to match any bona fide offer to purchase Banegas Ranch, the form for which is attached hereto as Exhibit 2.42. If the Enforceability Date does not occur on or before December 13, 2015, Freeport and the Tribe shall execute a document, in recordable form, confirming that the Right of First Refusal is null and void from that point forward consistent with Paragraph 10.13 below.

(f) The provisions of Subparagraphs (iii)(a) through (e) above shall take effect on the Effective Date and the Tribe shall be entitled to enforce these provisions against Freeport as of the Effective Date.

(g) Within 10 days of the Enforceability Date, Freeport shall record a covenant running with the land on Banegas Ranch, in substantially the same form attached as Exhibit 4.2(iii)(g) to this Agreement that will impose the limitations described in Subparagraphs (iii)(a), (iii)(b) and (iii)(d) on current and future owners of Banegas Ranch.

(iv) **ROFR Lands.**

(a) Upon the Enforceability Date, Freeport shall grant the Tribe the Right of First Refusal to match any bona fide offer to purchase the ROFR Lands, in accordance with the terms specified in the form attached hereto as Exhibit 2.42.

(b) Freeport shall not drill new Production Wells on the ROFR Lands in the volcanic aquifer that supplies Cofer Hot Spring.

(c) Freeport shall be entitled to drill Exempt Wells on the ROFR Lands in the volcanic aquifer that supplies Cofer Hot Spring.

(d) If the Tribe believes the number or location of Exempt Wells drilled in the volcanic aquifer on the ROFR Lands is causing an adverse impact to Cofer Hot Spring, the Tribe and Freeport shall attempt to resolve the issue through informal discussion or, if required, through formal dispute resolution, utilizing the process described in Paragraph 9.0.

(e) The provisions of Subparagraphs (iv)(b) through (d) shall take effect on the Effective Date and the Tribe shall be entitled to enforce these provisions against Freeport as of the Effective Date.

**4.3 Trust Land Parcels**

(i) Freeport is agreeing in the Big Sandy River-Planet Ranch Agreement to confirm a federal reserved water right claim for the Trust Land Parcels in the amount of 82 AFY for Parcel 1, 312 AFY for Parcel 2, and 300 AFY for Parcel 3, for a combined total of 694 AFY (individually and collectively referred to as the “Parcel Target Production”), and to support these federal reserved water right claims made by the Tribe and the United States on behalf of the Tribe, its Members and/or the Allottees (individually and collectively, the “Owner(s)”) for their respective parcels. No other Person is bound by Freeport’s agreement in this Subparagraph.

(ii) Freeport and the Tribe agree:

(a) If Freeport does not drill new Production Wells in the Buffer Zone after the Effective Date and the Owner(s) of any one or more of the Trust Land Parcels is (are) unable to initially produce the Parcel Target Production amount(s) for such Parcel(s), then Freeport shall have no obligation to provide Water to the Owner(s) for such Trust Land Parcel(s).

(b) If Freeport does not drill new Production Wells within the Buffer Zone after the Effective Date, and the Owner(s) of any one or more of the Trust Land Parcels is (are) able to initially produce the Parcel Target Production amount(s) for such Parcel(s), but at some later date can no longer produce the Parcel Target Production amount(s) for such Parcel(s), then Freeport shall be responsible for supplying Water to the Trust Land Parcel(s) in a quantity equal to the difference between what the Trust Land Parcel wells can produce and the Parcel Target Production (“Supplemental Water”); provided that the Owner(s) of the Trust Land Parcel(s) shall have a good faith obligation to properly construct, maintain and periodically rehabilitate their wells, and further provided that any Supplemental Water delivered to the Trust Land Parcel(s) shall be charged against the Water Rights for said Trust Land Parcel(s) and shall not be counted as Water Diverted by Freeport pursuant to any of Freeport’s Water Rights set forth in Exhibit 4.1(iii).

(c) Except as provided in Subparagraph 4.3(vi), if Freeport drills new Production Wells within the Buffer Zone after the Effective Date, and if, after good-faith efforts, the Owner(s) of any one or more of the Trust Land Parcel(s) is (are) unable to initially produce the Parcel Target Production amount(s) for such Parcel(s), then Freeport shall be responsible for supplying Supplemental Water in quantities equal to the difference between what the Trust Land Parcel wells can produce and the Parcel Target Production; provided that the Owner(s) of the Trust Land Parcel(s) shall have a good faith obligation to properly construct, maintain and periodically rehabilitate their wells; and further provided that any Supplemental Water delivered to the Trust Land Parcel(s) shall be delivered pursuant to the Water Rights for each specific Trust Land Parcel and shall not be counted as Water Diverted by Freeport pursuant to any of Freeport’s Water Rights set forth in Exhibit 4.1(iii).

(d) Except as provided in Subparagraph 4.3(vi), if Freeport drills new Production Wells within the Buffer Zone after the Effective Date, and wells on any one or more of the Trust Land Parcel(s) is (are) able to initially produce the Parcel Target Production amount(s) for such Parcel(s), but at some later date can no longer produce these amounts of Water for such Parcel(s), then Freeport shall be responsible for supplying Supplemental Water to the Trust Land Parcel(s) in a quantity equal to the difference between what the Trust Land Parcel wells can produce and the Parcel Target Production; provided that the Owner(s) of the Trust

Land Parcel shall have a good faith obligation to properly construct, maintain and periodically rehabilitate their wells; and further provided that any Supplemental Water delivered to the Trust Land Parcel(s) shall be delivered pursuant to the Water Rights for each specific Trust Land Parcel and shall not be counted as Water Diverted by Freeport pursuant to any of Freeport's Water Rights set forth in Exhibit 4.1(iii).

(iii) If Freeport's obligation to provide Supplemental Water has been triggered as provided in Subparagraphs 4.3(ii) (b), (c) or (d), then Freeport shall be obligated to provide Supplemental Water to the Trust Land Parcel(s) until adequate Water is again available from the wells on the Trust Land Parcel(s) to meet each Parcel Target Production or until Freeport is no longer operating the Wikieup Wellfield, whichever occurs first.

(iv) Freeport shall provide the Supplemental Water from Water infrastructure located within three miles of the Trust Land Parcels. The Water sources Freeport uses to provide Supplemental Water to the Tribe will be selected by Freeport, in Freeport's sole discretion. Freeport shall deliver the Supplemental Water to the nearest boundary of the Trust Land Parcel(s) unable to produce the Parcel Target Production. Freeport shall have no obligation to deliver or provide Supplemental Water to any other location.

(v) Freeport shall make reasonable efforts to provide Supplemental Water to the Trust Land Parcels, but if, due to a Force Majeure, Water is not available from Freeport Water infrastructure within three miles of the Trust Land Parcels, Freeport shall not be obligated to take further action to provide Supplemental Water during the continuance of the Force Majeure.

(vi) The Buffer Zone shall not apply to use, rehabilitation or replacement of the existing irrigation well located on the Mracek Property or to direct Surface Water Diversions from Trout Creek for irrigation of the Mracek Property as provided in this Subparagraph. Freeport may use Water Diverted from that well or its replacement, or direct Surface Water Diversions from Trout Creek to irrigate the Mracek Property, provided that such irrigation shall be limited to 16 acres and a total Diversion of no more than 130 AFY as provided in Paragraph 5.3 and as indicated in Exhibit 4.1(iii). Freeport, at its sole expense, shall install and maintain devices capable of measuring and recording all Diversions on the Mracek Property. By April 1 of each Year, Freeport shall prepare and deliver to the Tribe a written report showing the prior Year's Diversions on the Mracek Property. In addition, to the extent that Freeport performs Water level monitoring on the Mracek Property, Freeport shall include this monitoring information in its annual report.

(vii) Freeport does not warrant the quality of any Supplemental Water delivered to any Trust Land Parcel pursuant to this Paragraph 4.3, and all such Supplemental Water shall be delivered as untreated Water on an "AS-IS" basis and in the same condition as when it is Diverted. Freeport is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of such Supplemental Water. The Tribe, its Members, the Allottees and the United States as trustee for the Tribe, its Members and the Allottees waive the right to make a claim against Freeport based on the quality of any Supplemental Water delivered pursuant to this Agreement.

(viii) The Tribe and Freeport shall attempt to resolve any alleged violation of this Paragraph 4.3 through informal discussion or, if required, through formal dispute resolution, utilizing the process described in Paragraph 9.0.

#### **4.4 Cholla Canyon Ranch and Other Lands**

(i) Freeport shall support trust status for Cholla Canyon Ranch so long as the Tribe's quantified Water Rights are based on existing and future State law-based Water Right claims. Freeport shall take no position on any future federal reserved water right claim the Tribe may have if Cholla Canyon Ranch is taken into trust.

(ii) If the Tribe acquires any other lands in the Big Sandy River Watershed, it shall have such Water Rights as are based on existing and future State law. Freeport shall take no position on any future federal reserved water rights the Tribe may claim if such lands are taken into trust so long as such proposed rights and uses do not cause an adverse impact to Freeport's Water Rights and uses that the Tribe has confirmed pursuant to Paragraph 4.1 of this Agreement.

(iii) The Tribe and the United States shall not object to future Freeport applications for changes in points of diversion, changes in place of use, changes in purpose of use, or severance and transfer of senior Freeport Water Rights on the basis of alleged harm to the Tribe's or Allottees' Water Rights described in Subparagraphs 4.1(i) and (ii); provided, however, if the Tribe or the United States believes any such Freeport change would cause an adverse impact to the Tribe's or Allottees' Water Rights on its Trust Land Parcels, on Cholla Canyon Ranch, or on any other lands the Tribe acquires in the Big Sandy River Watershed, the Tribe or the United States shall not file an objection to such applications, but rather shall notify Freeport of its concern and attempt to resolve the concern through informal discussions, or if required, through the formal dispute resolution process described in Paragraph 9.0.

### **5.0 FREEPORT WATER RIGHTS**

#### **5.1 Sever and Transfer Applications**

(i) Freeport filed the Sever and Transfer Applications in 2010, seeking to sever and transfer certain Water Rights from Planet and Lincoln Ranches in the manner specified in the Applications. The Bureau of Land Management, Bureau of Indian Affairs ("BIA"), United States Fish and Wildlife Service, and the AGFC filed objections with ADWR to those Sever and Transfer Applications that seek the transfer of Surface Water rights to the Wikieup Wellfield, contending that those Sever and Transfer Applications conflicted with prior vested rights, and were against the interest or the welfare of the public. Mohave County filed a letter of opposition with ADWR objecting to the Sever and Transfer Applications. ADWR has not taken final action on the Sever and Transfer Applications or the objections.

(ii) In addition to the obligations set forth in the Big Sandy River-Planet Ranch Agreement, the Tribe shall enact a Resolution to formally request that: (a) the BIA withdraw its pending objections to the Sever and Transfer Applications; and (b) the BIA not file objections to any amendments or new applications filed by Freeport in the future to accomplish the severance and transfer of 10,055 AFY of Water Rights from Planet Ranch and Lincoln Ranch to the Wikieup Wellfield.

## **5.2 Freeport Right to Divert Groundwater**

(i) In addition to the Freeport Settlement Water Rights identified in Exhibit 4.1(iii), Freeport shall be entitled to Divert and use Groundwater from current or future wells in the Bill Williams River Watershed in a manner consistent with applicable law, subject to the conditions and limitations in this Agreement.

(ii) Except to the extent expressly provided for in this Agreement, the Parties agree not to object to Freeport's use or the character of Water Diverted from the specific wells identified in Exhibit 4.1(iii).

(iii) The Parties agree not to object to Freeport's use of mine dewatering wells, environmental containment wells or the character of the Water withdrawn from any existing or future mine dewatering or environmental containment wells within the boundaries of the Bagdad Mine Complex and Bagdad Townsite. The boundaries of the Bagdad Mine Complex and Bagdad Townsite are identified in the map attached hereto as Exhibit 2.7.

## **5.3 Mracek Property Water Rights**

Freeport agrees to limit the exercise of its irrigation Water Right under Statement of Claim Number 36-46927.3, as described in Section V of Exhibit 4.1(iii), to a Diversion of 130 AFY of Water for irrigation of 16 acres on the Mracek Property.

## **6.0 GROUNDWATER**

The Parties agree that the withdrawal and use of all Water from Groundwater wells, other than those specifically addressed herein, will be determined by applicable law.

## **7.0 WAIVER AND RELEASE OF CLAIMS**

The waivers and releases of claims set forth below will be enforceable upon the Enforceability Date of this Hualapai BWR Agreement and they shall remain fully enforceable by the Parties independent of, and in addition to, any other waivers and releases of claims that are included in the Big Sandy River-Planet Ranch Agreement, the Hualapai Tribe Water Rights Settlement Agreement, or any other agreements entered into among any or all of the Parties to this Hualapai BWR Agreement.

### **7.1 Waiver and Release of Claims by the Tribe and the United States as Trustee for the Tribe, its Members and Allottees against Freeport.**

(i) Except to the extent provided in Subparagraph (iii), the Tribe and the United States, as trustee for the Tribe, its Members and the Allottees, as part of the performance of their obligations under this Agreement, shall execute a waiver and release of any and all claims that the Tribe and the United States as trustee for the Tribe, its Members, and the Allottees, may have against Freeport, under federal, State, or any other law, for all—

(a) past and present claims for Injury to Water Rights resulting from the Diversion of Water by Freeport from the Bill Williams River Watershed arising prior to the Enforceability Date;



(b) claims for Injury to Water Rights arising after the Enforceability Date resulting from the Diversion of Water by Freeport from the Bill Williams River Watershed in a manner not in violation of this Agreement; and

(c) past, present, and future claims arising out of, or relating in any manner to, the negotiation or execution of this Agreement.

(ii) The waiver and release of claims under Subparagraph (i) shall be in the form set forth in Exhibit 7.1(ii) and shall become effective on the Enforceability Date.

(iii) The Tribe and the United States as trustee for the Tribe, its members, and the Allottees, shall retain all rights not expressly waived in the waiver and release of claims under Subparagraph (i), including:

(a) subject to Paragraph 10.5, the right to assert claims for breach of, and seek enforcement of, this Agreement or the Act, in any federal or State court of competent jurisdiction.

(b) assert claims for injury to and seek enforcement of the Tribe's rights under any applicable judgment or decree approving or incorporating this Agreement or the Hualapai Tribe Water Rights Settlement Agreement; and

(c) assert past, present and future claims to Water Rights that are not inconsistent with this Agreement or the Act.

**7.2 Waiver and Release of Claims by Freeport against the Tribe and the United States as Trustee for the Tribe, its Members and Allottees**

(i) Except to the extent provided in Subparagraph (iii), Freeport as part of the performance of its obligations under this Agreement, shall execute a waiver and release of any and all claims of Freeport against the Tribe and the United States, under federal, State, or any other law, for all—

(a) past and present claims for Injury to Water Rights resulting from the Diversion of Water by the Tribe or the United States as trustee for the Tribe, its Members or the Allottees, from the Bill Williams River Watershed arising prior to the Enforceability Date;

(b) claims for Injury to Water Rights arising after the Enforceability Date resulting from the Diversion of Water by the Tribe or the United States as trustee for the Tribe, its Members or the Allottees, from the Bill Williams River Watershed in a manner not in violation of this Agreement; and

(c) past, present, and future claims arising out of, or relating in any manner to, the negotiation or execution of this Agreement.

(ii) The waiver and release of claims under Subparagraph (i) shall be in the form set forth in Exhibit 7.2(ii) and shall become effective on the Enforceability Date.

(iii) Freeport shall retain all rights not expressly waived in the waiver and release of claims under Subparagraph (i), including the right to:

(a) subject to Subparagraph 10.5, assert claims for breach of, or seek enforcement of, this Agreement or the Act, in any federal or State court of competent

jurisdiction;

(b) assert claims for injury to and seek enforcement of Freeport's rights under any applicable judgment or decree approving or incorporating this Agreement or the Hualapai Tribe Water Rights Settlement Agreement; and

(c) assert past, present and future claims to Water Rights that are not inconsistent with this Agreement or the Act.

### **7.3 Waiver and Release of Claims by the Tribe against the United States**

(i) Except to the extent provided in Section 7.3(iii) hereof, the Tribe, on behalf of itself and its members, shall execute a waiver and release of any and all claims against the United States and its employees for:

(a) all past, present and future claims relating to claims for Water Rights associated with Parcel 3 in excess of 300 AFY that the United States, acting in its capacity as Trustee for the Tribe, asserted, or could have asserted, against the parties to this settlement, including Freeport;

(b) all past and present claims relating to Injury to Water Rights arising before the Enforceability Date associated with Parcel 3, including any injury from withdrawal of a protest to the Sever and Transfer Applications;

(c) all future claims relating to Injury to Water Rights arising after the Enforceability Date associated with Parcel 3, except for injury to the Water Right for 300 AFY associated with Parcel 3;

(d) all past, present and future claims relating to any potential injury arising out of, or relating in any manner to, the negotiation or execution of the Big Sandy River-Planet Ranch Agreement or the Hualapai BWR Agreement.

(ii) The waivers and releases of claims under Section 7.3(i) above shall be in the form set forth in Exhibit 7.3(ii) and shall become effective on the Enforceability Date.

(iii) The Tribe shall retain all rights not expressly waived in the waiver and release of claims under Section 7.3(i) above, including the right to assert claims for breach of, or to seek enforcement of, the Big Sandy River-Planet Ranch Agreement, the Hualapai BWR Agreement, or the Act, in any federal or State court of competent jurisdiction and the right to assert past, present and future claims to Water Rights that are not inconsistent with this Agreement, the Big Sandy River-Planet Ranch Agreement, or the Act.

### **7.4 General**

(i) Any entitlement to Water of the Tribe, its Members or the Allottees, or the United States as trustee for the Tribe, its Members or the Allottees, for Parcels 1, 2 and 3 shall be satisfied out of the water resources granted, quantified, confirmed or recognized to or for the Tribe, its Members or the Allottees and the United States as trustee for the Tribe, its Members or

the Allottees by this Agreement and the Act, provided that the Tribe may acquire additional lands and Water Rights in the Bill Williams River Watershed as permitted by applicable law.

(ii) The Tribe shall not, after the Effective Date, object to, dispute or challenge in any future adjudication proceeding or in any other judicial or administrative proceeding, the drilling of any well, or the Diversion and use of Water from any well that is authorized by this Agreement.

(iii) The United States, acting in its capacity as trustee for the Tribe, its Members, and the Allottees, shall not, after the Enforceability Date, object to, dispute or challenge in any future adjudication proceeding or in any other judicial or administrative proceeding, the drilling of any well, or the Diversion and use of Water from any well that is authorized by this Agreement.

## **7.5 Waiver of Sovereign Immunity**

(i) The United States' waiver of its sovereign immunity provided for in the Act shall apply to any action in any court of the United States or any State court only for the limited and sole purpose of the interpretation and enforcement of this Agreement, and any exhibits thereto. The Tribe's waiver of its sovereign immunity provided for in the Act shall apply to any action in any court of the United States or any State court only for the limited and sole purpose of the interpretation or enforcement of this Agreement and any exhibits thereto, and shall not include any award against the Tribe for money damages or costs or attorneys' fees. Any action by the Tribe, the United States or the Parties to seek enforcement of this Agreement, or any exhibit thereto, shall be in a court of competent jurisdiction, but not the courts of the Tribe.

## **8.0 FREEPORT CONTRIBUTION**

### **8.1 Hualapai Tribe Economic Development Fund**

(i) Freeport will contribute the sum agreed upon by the Tribe and Freeport to the Hualapai Tribe Economic Development Fund. The contribution shall be equal to the sum set forth in the letter dated August 3, 2012 from Shilpa Hunter-Patel to Reid Chambers and Don Simon. Notwithstanding the second sentence of that letter, Freeport's contribution to the Hualapai Tribe Economic Development Fund shall be made within 10 days after the Enforceability Date of this Agreement. Freeport's contribution to the Hualapai Tribe Economic Development Fund may be used for the limited purpose of enabling the Tribe to acquire Colorado River Water Rights with the intent to increase the security of the Tribe's Water Rights, and to otherwise facilitate the use of Water on the Hualapai Reservation. The acquired Colorado River Water Rights may be used off the Hualapai Reservation only for irrigation of the acquired appurtenant lands, or for storage in accordance with federal and state law in a permitted recharge facility in Arizona, subject to the following:

(a) The Tribe shall not seek to transfer or sell accumulated long term storage credits generated from the storage of the acquired Colorado River Water Rights and

(b) The Tribe shall not seek approval to change the place of use of the acquired Colorado River Water Rights, except for the purposes of storing the water in accordance with this subsection.

(ii) Subparagraph (i), including subparagraphs (a) and (b), above shall expire when the Hualapai Tribe Water Rights Settlement Agreement becomes enforceable or on December 31, 2039, whichever occurs first.

(iii) If a Congressionally approved settlement resolving the Tribe's claims for rights to Colorado River water does not become enforceable by December 31, 2039, any Colorado River water rights acquired by the Tribe with Freeport's contribution to the economic development fund shall be counted, on an acre-foot per acre-foot basis, towards the Tribe's claims for rights to Colorado River water in any subsequent settlement or adjudication of those claims. This provision does not restrict the claims for rights to Colorado River water that may be made by the Tribe in any subsequent settlement or adjudication.

(iv) The Secretary hereby agrees that Freeport's contribution to the Hualapai Tribe Economic Development Fund shall be considered a non-federal contribution that counts towards any non-federal contribution associated with the Hualapai Tribe Water Rights Settlement Agreement.

## **9.0 DISPUTE RESOLUTION**

(i) If informal discussions do not resolve the Tribe's concerns regarding impacts to the Trust Land Parcels, impacts to Cofer Hot Spring, impacts to Cholla Canyon Ranch, or impacts to any other lands the Tribe acquires in the Big Sandy River Watershed, from specified actions by Freeport as described in Paragraphs 4.2, 4.3 and 4.4 above, the matter may be submitted by either the Tribe or Freeport to dispute resolution pursuant to this Paragraph 9.0. The Tribe may initiate formal dispute resolution by providing written notice to Freeport of the basis for the Tribe's concern that its Water Rights are being or will be adversely impacted by Freeport's actions. Freeport may also initiate formal dispute resolution by providing written notice to the Tribe of its intention to do so and the basis for its doing so. Upon receipt of any such notice to initiate formal dispute resolution, Freeport and the Tribe will jointly select and retain a neutral technical consultant to evaluate the Tribe's concerns. The technical consultant shall hold an active professional license as an engineer, geologist, or hydrologist issued by the State of Arizona or another state; shall have at least five years of professional experience; and shall possess an understanding of water measurement technology and procedures. Expenses of the neutral technical consultant shall be shared equally by Freeport and the Tribe. If Freeport and the Tribe are unable to agree on a technical consultant, then each shall select its own technical consultant and independently bear the costs for such consultant. The technical consultant(s) will use tests, models and other investigations necessary to adequately determine if Freeport's actions are causing or will cause Material Harm to the Tribe's Water Rights.

(ii) If either the Tribe or Freeport disagrees with the conclusions of the neutral technical consultant or if the Tribe's and Freeport's independent technical consultants cannot reach a mutually agreeable conclusion, then either the Tribe or Freeport may submit the issue to arbitration pursuant to this Subparagraph 9.0(ii).

(a) Appointment of an Arbitrator. Upon the submission of a matter to arbitration by Freeport or the Tribe, Freeport and the Tribe shall attempt to agree upon the appointment of a single arbitrator to resolve the dispute.

(b) Panel of Arbitrators. If Freeport and the Tribe are unable, within five working days after a dispute has been submitted to arbitration, to agree upon the appointment of a single arbitrator, a panel of three arbitrators shall be appointed within five additional working days as follows: one arbitrator shall be appointed by Freeport, one arbitrator shall be appointed by the Tribe, and the third arbitrator shall be selected by agreement of the other two arbitrators. If the two arbitrators cannot agree upon the third arbitrator within five working days, the third arbitrator shall be chosen by the Regional Vice President of the American Arbitration Association for the region containing the State of Arizona.

(c) Expenses of arbitrator and arbitration panel. Expenses of the arbitrator or the arbitration panel shall be shared equally by Freeport and the Tribe. The arbitrators may meet in person or, in appropriate circumstances, by telephone. All decisions of the arbitrator or the arbitration panel shall be by majority vote, in writing, and, together with any dissenting opinions, shall be delivered to Freeport and to the Tribe.

(d) Procedures of Arbitration. The arbitrator or arbitration panel shall hold hearings to gather evidence needed to resolve the dispute and shall give notice to Freeport and the Tribe by registered mail not less than five (5) working days before any hearing. All hearings shall be held at an agreed-upon location in Arizona. Appearance at a hearing waives such notice.

(e) Powers of the Arbitrator or Arbitration Panel. The arbitrator or arbitration panel shall have power to administer oaths to witnesses, to take evidence under oath, and, by majority vote, to issue subpoenas to compel the attendance of employees of Freeport or the Tribe or for the production of books, records, documents and other relevant evidence under the control of Freeport or the Tribe.

(f) Enforcement of Arbitration Decision. The arbitrator or arbitration panel shall issue a final, binding decision on an expedited basis. The decision of the arbitrator or arbitration panel shall be presumed to be valid, shall be enforceable in full in any state or federal court having personal jurisdiction over Freeport and the Tribe and subject matter jurisdiction over the dispute, and may be vacated or modified only on one of the following grounds: (i) the decision is not supported by substantial evidence; (ii) the decision was procured by corruption, fraud or undue means; (iii) there was evident partiality or corruption by the arbitrator, arbitration panel or by any member of the panel; (iv) the arbitrator, arbitration panel or any member of the panel was guilty of misconduct in refusing to hear evidence pertinent and material to the matter in dispute, or any other clear misbehavior by which the rights of either Party have been substantially prejudiced; (v) the arbitrator or arbitration panel or any member exceeded its authority under the terms of this Agreement; or (vi) the arbitrator or arbitration panel's decision is contrary to law.

(iii) If there is a determination by the technical consultant or, upon submission, a final decision by an arbitrator or an arbitration panel, that Freeport's actions are resulting or will result in Material Harm to the Tribe's Water Rights, Freeport will promptly take all necessary and appropriate steps to cease such Material Harm.

(iv) Upon mutual agreement by the Tribe and Freeport, the Tribe and Freeport may utilize the arbitration provisions of Subparagraph 9.0(ii) to resolve any other disputes arising from this Agreement.

(v) The United States shall not be bound by the dispute resolution procedures in this Section 9.0.

## **10.0 OTHER PROVISIONS**

### **10.1 Entire Understanding**

(i) This Agreement constitutes the entire understanding among the Parties regarding the subjects addressed in this Agreement. Evidence of conduct or statements made in the course of negotiating this Agreement, including but not limited to previous drafts of this Agreement, is inadmissible in any legal proceeding.

(ii) Notwithstanding subparagraph 10.1(i), the Parties acknowledge that other rights and obligations of the Parties are set forth in the Big Sandy River-Planet Ranch Agreement, and additional rights and obligations may be established in a future Hualapai Tribe Water Rights Settlement Agreement. All such rights and obligations shall be determined pursuant to the terms of those separate agreements and shall not affect the provisions of this Agreement unless the Parties to this Agreement expressly so agree in writing.

(iii) This Agreement is being entered into concurrently with the Big Sandy River-Planet Ranch Agreement. The terms and conditions of these two agreements and their exhibits shall be interpreted in a consistent manner so as to give full effect to every provision contained in each agreement.

### **10.2 Modifications to Agreement and Amendments to Exhibits**

No modification shall be made to this Agreement or to any Exhibit after the Enforceability Date unless it is in writing and signed by all Parties affected by such modification. Notice of such amendments shall be made to all of the Parties in accordance with Subparagraph 10.14.

### **10.3 Parties Bound on Effective Date; Obligation to Work in Good Faith**

The Tribe shall enact a Resolution authorizing and approving the tribal Chairperson's execution of this Agreement. As of the Effective Date, Freeport and the Tribe shall be bound by the terms of this Agreement to the extent specified in this Agreement, regardless of the date on which each Party executes this Agreement. The United States shall be bound by the terms of this Agreement as of the date the United States executes this Agreement. Each Party shall have the obligation to work in good faith to satisfy the conditions in this Agreement.

**10.4 Authority to Execute**

By signing this Agreement, each signatory represents that he or she has the authority to execute it on behalf of the Party he or she represents.

**10.5 Right to Petition Any State or Federal Court of Competent Jurisdiction**

Except to the extent provided in Paragraphs 4.2, 4.3 and 4.4, any Party shall have the right to petition any State or federal court of competent jurisdiction, for such declaratory and injunctive relief as may be necessary to enforce the terms, conditions, and limitations of this Agreement. Nothing in this Agreement waives the right of any Party to object to the jurisdiction of any court to adjudicate any dispute arising under this Agreement or the Act.

**10.6 Governing Law**

This Agreement shall be construed in accordance with applicable State and federal law.

**10.7 Successors and Assigns**

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

**10.8 No Benefit to Members of Congress or Resident Commissioners**

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share of this Agreement or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.

**10.9 Duplicate Originals and Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument. This Agreement also may be executed in duplicate originals, each of which shall constitute an original Agreement.

**10.10 No Quantification or Effect on Rights of Other Tribes or the United States on Their Behalf**

Nothing in this Agreement shall be construed to quantify or otherwise affect the Water Rights, claims or entitlements to Water of any Indian tribe, nation, band or community other than the Tribe, its Members and the Allottees.

Nothing in this Agreement shall affect the ability of the United States to take action on behalf of any Indian tribe, nation, band, or community, other than the Tribe, or to take action on behalf of any Interior Department bureaus in their non-trustee capacities given that their rights and obligations are defined by the Big Sandy River-Planet Ranch Agreement.

### **10.11 Future Limitations on Lands Taken into Trust for the Tribe.**

The Parties to this Agreement shall negotiate in good faith with other entities that might be parties to a future Hualapai Tribe Water Rights Settlement Agreement the terms under which any lands held or acquired in fee by the Hualapai Tribe may be taken into trust by the United States for the benefit of the Tribe, with such terms to be incorporated into a potential future Hualapai Tribe Water Rights Settlement Agreement and the federal legislation approving the agreement.

### **10.12 Construction and Effect**

The Paragraph and Subparagraph titles used in this Agreement are for convenience only and shall not be considered in the construction of this Agreement. As used in this Agreement, a capitalized term shall have the meaning set forth in Paragraph 2.0. To the extent there is a conflict between the definitions in this Agreement and the definitions in the Big Sandy River-Planet Ranch Agreement or a potential future Hualapai Tribe Water Rights Settlement Agreement, the definitions in this Agreement control as to the interpretation and application of this Agreement. All other words shall have their ordinary meaning. All references to defined terms in the singular shall also include the plural and vice versa.

### **10.13 Failure to Satisfy Conditions; Termination of this Agreement.**

If the Enforceability Date of the Big Sandy River-Planet Ranch Agreement and this Agreement has not occurred by December 13, 2015, then the terms of both this Agreement and the Big Sandy River-Planet Ranch Agreement shall be null and void as of that date and no Party to this Agreement shall have any further obligations to any other Party. Notwithstanding the preceding sentence, as provided in Subparagraph 4.2(iii)(e) above, if the Enforceability Date has not occurred by December 13, 2015 Freeport and the Tribe shall execute a notice, in recordable form, confirming that the Right of First Refusal is null and void from that point forward.

### **10.14 Notices**

All notices and reports required to be given hereunder shall be in writing and may be given in person, or by United States mail postage prepaid, and shall become effective at the earliest date of actual receipt by the Party to whom notice is given, when delivered to the designated address of the Party, or if mailed, 48 hours after deposit in the United States mail addressed as shown below or to such other address as such Party may from time to time designate in writing. Any notice or report required to be given hereunder, if due on a date certain that falls on a Saturday, Sunday or federally recognized holiday, shall be due the next following business day. Any communication by facsimile transmission or electronic mail by one Party to another shall not constitute effective notice as is required by this Subparagraph, but shall be deemed to be given as a courtesy only.

As to the United States of America:

Office of the Solicitor  
Department of the Interior  
U.S. Courthouse, Suite 404



401 West Washington Street, SPC 44  
Phoenix, AZ 85003-2151  
Attn: Phoenix Field Solicitor

Regional Director  
Bureau of Indian Affairs  
Western Regional Office  
2600 North Central Avenue, 4<sup>th</sup> Floor  
Phoenix, Arizona 85004

As to the Hualapai Tribe:

Hualapai Tribal Council  
941 Hualapai Hwy 66  
P. O. Box 179  
Peach Springs, Arizona 86434

As to Freeport Minerals Corporation:

Freeport Minerals Corporation  
333 North Central Avenue  
Phoenix, Arizona 85004  
Attn: Vice President Land and Water Department

With copies to:

Freeport Minerals Corporation  
333 North Central Avenue  
Phoenix, Arizona 85004  
Attn: Senior Counsel-Water

#### **11.0 EXECUTION BLOCKS**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement dated as of the day and year first above written.

**THE UNITED STATES OF AMERICA**

By: \_\_\_\_\_  
Secretary  
United States Department of the Interior

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

**THE HUALAPAI TRIBE**

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

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

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

Approved as to form: \_\_\_\_\_

**FREEPORT MINERALS CORPORATION**

By: \_\_\_\_\_  
[Title]

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

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

Approved as to form: \_\_\_\_\_

Legislative Draft



**FREEMPORT-McMORAN  
COPPER & GOLD**

**Map of Bagdad  
Mine Complex and Bagdad Townsite**

Designed By: Ramakrishna Bhatkanti  
Date Created: 05/12/2014

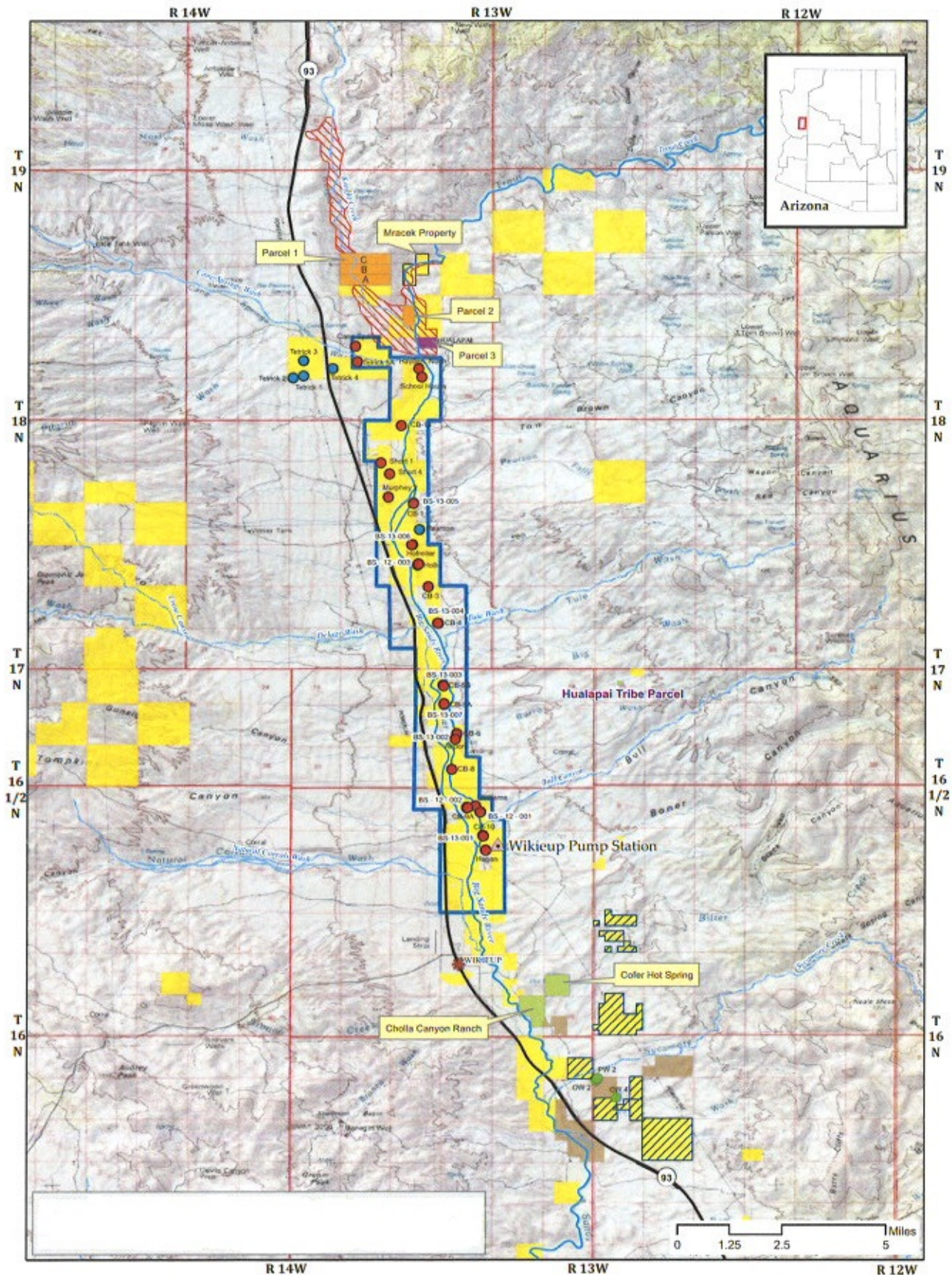
File: \\GIS\_Projects\Projects\Planet\_Ranch\_Corp\_Production\_20100225\Map Documents\Map of Bagdad Mine Complex and Townsite - Exhibit 2.a.mxd

**Legend**

- Bagdad Mine Complex and Townsite
- PLSS Township Range Lines

**Arizona**





**FREEPORT-McMORAN  
COPPER & GOLD**

**Wikieup Wellfield Area,  
Big Sandy Basin**

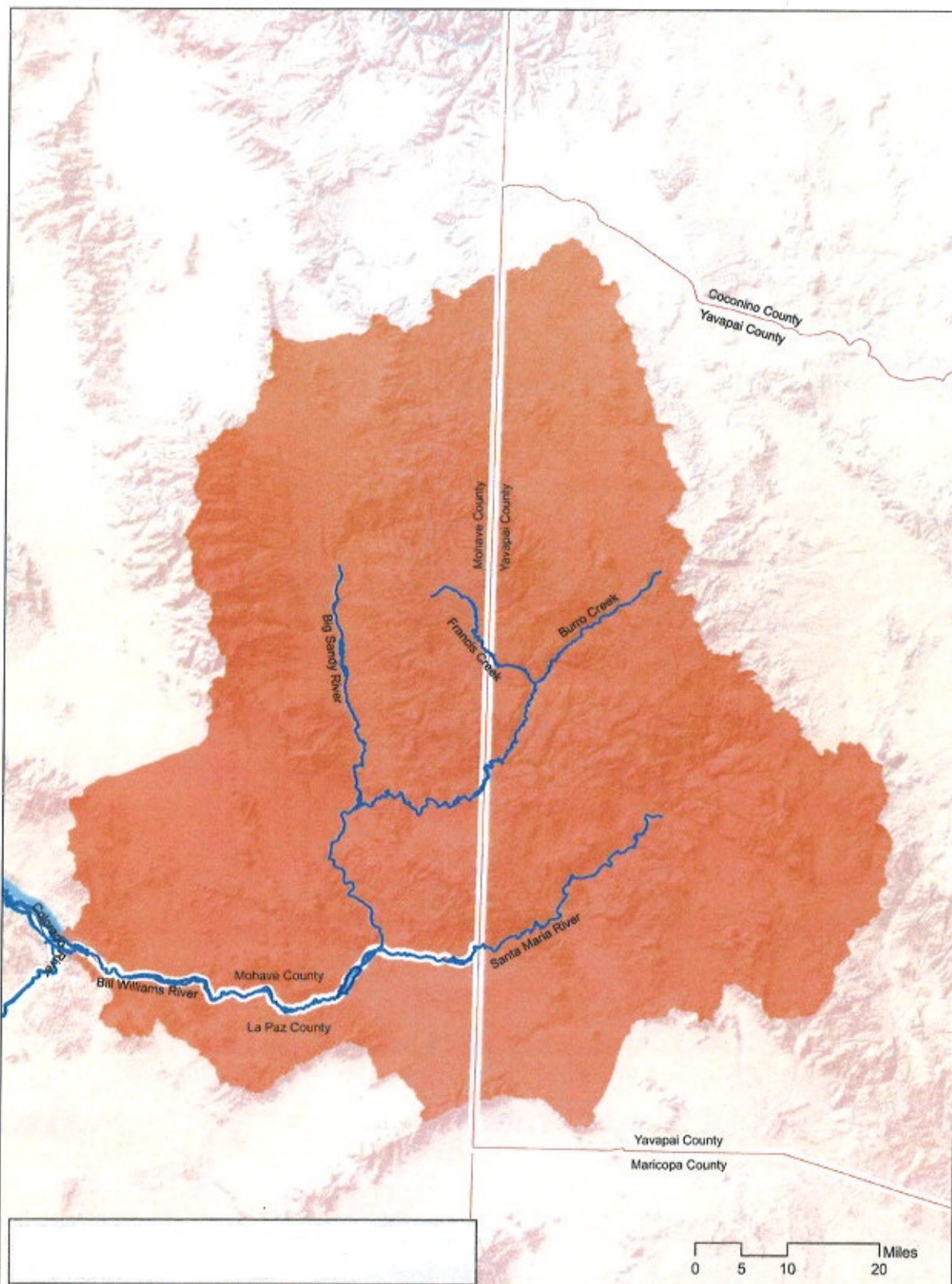
Designed By: Ramakrishna Bilikanti  
Date Created: 05/22/2014

File: "\\GIS\_Projects\Projects\Planet\_Ranch\_Crop\_Production\_20130225\  
Map Documents\Wikieup Wellfield Area - Exhibit 2.10.mxd"

● Wikieup Wellfield Points of Diversion	■ Freeport Banegas Ranch Parcels
● Freoport Groundwater Wells	▨ Hualapai Buffer Zone
● PW - 2, OW - 2, OW - 4 Wells	▨ Right of First Refusal Land
— State Highways	▨ Wikieup Wellfield
— Rivers & Creeks (Enhanced for Visibility)	▨ Hualapai Tribe Reservation Trust Land
— Washes	▨ Allotments
● Freoport Parcels	▨ Hualapai Tribe Fee Land

N  
S










**FREEMPORT-McMORAN  
COPPER & GOLD**

**Bill Williams River Watershed**

Designed By: Ramakrishna Bilakanti  
Date Created: 05/12/2014  
Scale: 1 : 632,000"

File: \\GIS\_Projects\Projects\Planet\_Ranch\_Crop\_Production\_2010025\  
Map Documents\Bill\_Williams\_Watershed - Exhibit 2.12.mxd"

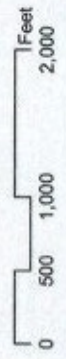
**Legend**


-  Rivers and Creeks
-  Alamo Lake
-  Bill Williams River Watershed
-  County Line
-  State Line



**Arizona**





**Legend**  
 Lincoln Ranch Boundary

**FREEMAN**  
**COPPER & GOLD**

### Lincoln Ranch

Designed By: Ramakrishna Billakanti  
Date Created : 05/12/2014  
File : \\GIS\_Projects\Projects\Planet\_Ranch\_Crop\_Production\_20130225\  
Map Documents\Lincoln Ranch - Exhibit 2.36.mxd





# FREEPORT-McMORAN COPPER & GOLD

## Planet Ranch





Designed By: Ramakrishna Bilalakanti

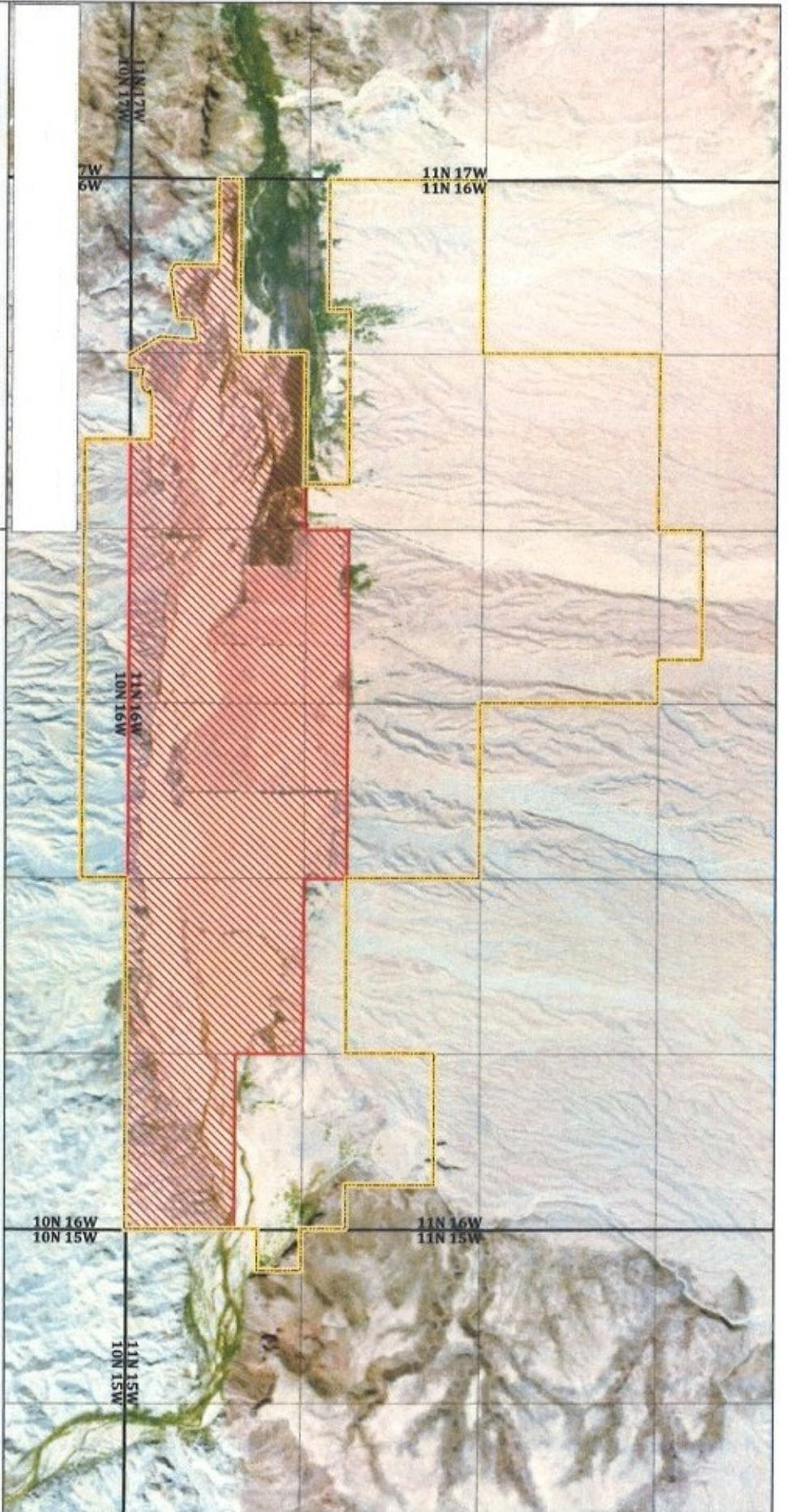
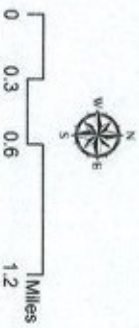
Date Created: 05/12/2014

File: "\\GIS\_Projects\Projects\Planet\_Ranch\_Crop\_Production\_20130225\

Map Documents\Planet Ranch - Exhibit 2.45.mxd"

### Legend

-  Planet Ranch Boundary
-  LCR MSCP Leased Lands
-  PLSR Township Range
-  PLSR Section



**EXHIBIT 2.42**

**RIGHT OF FIRST REFUSAL AGREEMENT**

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement") dated \_\_\_\_\_, 2014 (the "Effective Date"), is between FREEPORT MINERALS CORPORATION, a Delaware corporation ("Freeport"), BYNER CATTLE COMPANY, a Nevada corporation and wholly owned subsidiary of Freeport Minerals Corporation ("Byner"), CYPRUS MINES CORPORATION, a Delaware corporation and wholly owned subsidiary of Freeport Minerals Corporation ("Cyprus"), AZ BIG SANDY, LLC, a Nevada limited liability company and wholly owned subsidiary of Freeport Minerals Corporation ("AZ Big Sandy"), and the HUALAPAI TRIBE, a Tribe of Hualapai Indians organized under section 16 of the Act of June 18, 1934 (25 U.S.C. § 476) (commonly known as the "Indian Reorganization Act"), and duly recognized by the Secretary of the Interior (the "Tribe").

- A. This Agreement is being entered into in connection with and in accordance with that certain *Hualapai Bill Williams River Water Rights Settlement Agreement* by and among the Hualapai Tribe, the United States as Trustee for the Tribe, its Members and the Allottees, and Freeport Minerals Corporation dated \_\_\_\_\_, 2014 (the "Hualapai BWR Agreement").
- B. For purposes of this Agreement, "Freeport" includes all of Freeport's subsidiaries, affiliates, successors and assigns, including but not limited to Byner Cattle Company, a Nevada corporation, Cyprus Mines Corporation, a Delaware corporation and AZ Big Sandy, LLC, a Nevada limited liability company.
- C. The Hualapai BWR Agreement provides in paragraphs 4.2(iii)(g) and 4.2(iv)(a) thereof that Freeport shall grant to the Tribe a right of first refusal with respect to certain parcels of real property owned by Freeport and located in Mohave County, Arizona. These parcels, defined as and referred to in the Hualapai BWR Agreement as "Banegas Ranch" and the "ROFR Lands," are more particularly described on Exhibit "A" hereto (collectively, the "Property").
- D. In furtherance of the terms of the Hualapai BWR Agreement, Freeport desires to grant to the Tribe, for the period beginning on the date of recordation of this Agreement in the Mohave County, Arizona Recorder's Office and continuing until such time as Freeport (or a successor to Freeport by virtue of one of the events described in Section 6 below) is no longer the owner of any portion of the Property (the "Expiration Date"), a right of first refusal to purchase the Property, subject to the terms, conditions and exclusions set forth below.

NOW THEREFORE, in consideration of the sum of \$10.00 in hand paid by the Tribe to Freeport and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Grant of Right. If, at any time after the date of this Agreement but prior to the Expiration



Date, Freeport shall desire to sell the Property or any part thereof to a third party (“Third Party”), Freeport, before accepting an offer therefore, shall comply with the following:

- a. First Opportunity. If Freeport desires to sell the Property or any part thereof to any Third Party, Freeport shall provide to the Tribe a written notice of its desire to sell the Property or part thereof to the Third Party (“Notice”) together with a copy of the Third Party's proposed written contract for purchase and sale (“Offer to Purchase”), which shall be a *bona fide* offer and shall include the Terms (as hereafter defined) upon which Freeport would be willing to sell the Property or any part thereof to such Third Party. “Terms” means the sales price, financing terms (if any, including interest rate, term, and carry-back by Freeport), the listing broker, the feasibility period, the closing date and such other information and terms as are customarily provided by sellers of real property. The Tribe shall have the right, within thirty (30) days of its receipt of the Notice and Offer to Purchase (the “Exercise Period”), to exercise its right of first refusal to purchase the Property or any part thereof which is the subject of the Offer to Purchase on the same Terms as set forth in the Offer to Purchase (“Right of First Refusal”). If the Tribe elects to exercise the Right of First Refusal, the Tribe must do so by executing one copy of the Notice and returning it to Freeport, along with a Tribal Resolution authorizing the purchase of the property and the execution of the Notice, within the Exercise Period (the “Exercise Notice”). Within ten (10) days after expiration of the Exercise Period, if the Tribe shall have timely delivered its Exercise Notice to Freeport, Freeport shall provide the Tribe with a contract for purchase that includes the Terms for the Tribe's approval and signature (the “Contract”).
  - b. Closing. The Tribe shall be obligated to close the purchase of the Property or applicable part thereof from Freeport no later than sixty (60) days after both parties have executed the Contract, unless such period is extended in writing by Freeport or the closing is delayed no more than 30 days due to circumstances beyond the reasonable control of the Tribe, provided that prior to the expiration of the sixty (60) day period the Tribe provides written notice to Freeport that attests to the circumstances which necessitate the delay and that they are beyond the reasonable control of the Tribe. If the closing does not occur within said period, then the Right of First Refusal shall be deemed waived by the Tribe with respect to the portion of the Property which is the subject of the Contract and shall be of no further force or effect with respect to that portion of the Property that is the subject of the Contract.
2. Non-Acceptance by the Tribe. If the Tribe delivers to Freeport both an executed written statement and a Tribal Resolution declining to exercise the Right of First Refusal with respect to a pending Offer to Purchase, or if the Tribe does not deliver an Exercise Notice and corresponding Tribal Resolution to Freeport prior to the expiration of the Exercise Period, as the case may be, then the Right of First Refusal shall be deemed waived by the Tribe with respect to the pending Offer to Purchase and shall be of no further force or effect with respect

to that Offer to Purchase. In either case, the Tribe shall promptly execute and deliver to Freeport, within thirty (30) days following Freeport's request, an instrument for recording evidencing the Tribe's waiver of the Right of First Refusal with respect to the pending Offer to Purchase and acknowledging the termination of the Right of First Refusal with respect to that Offer to Purchase, which instrument shall be in recordable form and bearing original signature, such that it may be recorded upon the consummation of the transaction contemplated by the Offer to Purchase, along with a Tribal Resolution authorizing the execution and recording of such instrument. In the event of the Tribe's failure to timely deliver either or both of such items, Freeport shall be entitled unilaterally to record such termination of the Right of First Refusal. If the Property or any part thereof which is the subject of the Offer to Purchase is not sold to the Third Party or its assignee pursuant to the Offer to Purchase, then any further Offer to Purchase that Property or part of the Property received by Freeport prior to the Expiration Date must first be submitted to the Tribe in accordance with the provisions of Section 1 above. No express or implied waiver by the Tribe pursuant to this Section 2 with respect to an Offer to Purchase shall be deemed a waiver by the Tribe of its rights under Section 1 above with respect to any other Offer to Purchase.

3. New Offers. If Freeport, during the aforesaid Exercise Period, decides to revise the terms of the Offer to Purchase, so that the Property or any part thereof is offered for sale upon any Term or Terms that are less favorable to Freeport (and consequently, more favorable to a purchaser) than those contained in the Notice and Offer to Purchase previously submitted to the Tribe, or if Freeport receives from a Third Party a *bona fide* Offer to Purchase the Property or any part thereof on Terms which are less favorable to Freeport (and consequently, more favorable to the Third Party), which offer Freeport is willing to accept (such less favorable Terms being hereinafter referred to as a "New Offer"), then with respect to each such New Offer: (a) before offering the Property or such part thereof for sale to others on the Terms embodied in the New Offer, Freeport shall offer to sell the Property or such part thereof in accordance with the Terms of such New Offer to the Tribe pursuant to Section 1.a above; or (b) before accepting the New Offer from a Third Party, Freeport shall offer to sell the Property or such part thereof to the Tribe on the Terms contained in the then current New Offer pursuant to Section 1.a above. Any non-acceptance of any New Offer by the Tribe shall be in accordance with Section 2 herein; provided, however, that in the event the Property or such part thereof is not sold to a Third Party or its assignee pursuant to the Offer to Purchase or New Offer, then any further offers with respect to the Property or any part thereof prior to the Expiration Date must be submitted to the Tribe in accordance with the provisions of Section 1 above.
4. Other Grants and Conveyances. Freeport covenants that, so long as this Agreement remains in effect, it shall not convey, grant or otherwise transfer to any Third Party any lease, license or other interest in any portion of the Property that would afford the grantee, transferee or licensee any right to withdraw or remove a greater quantity of water from that portion of the Property than Freeport itself could have withdrawn or removed under the terms of the Hualapai BWR Agreement. Freeport shall provide to the Tribe a copy of any proposed lease, license or other instrument that

would authorize the grantee, transferee or licensee to withdraw or remove water from any portion of the Property at least ten days before the execution thereof.

5. Mortgages. Any mortgages or deeds of trust encumbering any portion of the Property shall at all times be subordinate to the terms of this Agreement and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement. Freeport represents and warrants that, as of the Effective Date, the Property is free and clear of any mortgages, deeds of trust or other monetary encumbrances, other than the lien for current real property taxes and assessments not yet due and payable.
  
6. Exclusions from Right. Notwithstanding any provision or right contained in this Agreement to the contrary, the Right of First Refusal shall not apply to, and shall continue in existence unaffected by, any of the following events, sales, dispositions or transfers, whether occurring in one transaction or a series of transactions as described below. However, upon the occurrence of any such event, sale, disposition or transfer, Freeport shall provide to the Tribe all such written assurances as the Tribe may reasonably require in order to satisfy itself as to the continued existence of the Right of First Refusal and the recognition thereof by all parties to any such event, sale, disposition or transfer, as well the recognition by all parties to any such event, sale, disposition or transfer that the Property shall continue to be subject to the water use restrictions set forth in Paragraph 4.2(iv) of the Hualapai BWR Agreement.
  - a. any disposition, sale or other transfer of the Property to any affiliate of Freeport; any change in the form of business entity or ownership of Freeport, including any change by merger or consolidation of Freeport; any acquisition, sale, disposition or other transfer of all or a substantial portion of the assets or business of Freeport; any sale, disposition, pledge, creation, issuance, repurchase, redemption, exchange or swap of common stock, preferred stock or other equity interests of any type or nature in Freeport, or any capitalization, recapitalization or reorganization in any form of Freeport, or any disposition, sale, assignment or other transfer of the Property by Freeport to a corporation, trust or other entity identified by Freeport and the issuance of certificates or other instruments evidencing interests in pools of properties (of which the Property forms all or a part), in connection with any asset securitization or other financing or investment arrangement: or
  
  - b. any disposition, sale or other transfer of the Property, or any part thereof, to the holder of a mortgage, lien or deed of trust covering Freeport's interest in the Property, or any nominee of such holder, or any other person, firm, corporation or other entity who or which shall acquire title to Freeport's interest in the Property as a result of a foreclosure of such mortgage, lien or deed of trust as a result of delivery of a deed in lieu of foreclosure; or
  
  - c. any disposition, sale or other transfer of the Property, or any part thereof, that requires

a restrictive covenant to be recorded, at the time of the sale, that permanently limits the use of the Property, or any part thereof, to creating and conserving habitat for endangered, threatened or otherwise sensitive species of plants or animals native to Arizona, provided that the restrictive covenant associated with such disposition, sale or other transfer of the Property, or any part thereof, incorporates the water use restrictions for the Property that are set forth in Paragraph 4.2(iv) of the Hualapai BWR Agreement.

As used in this Section 6, “affiliate” means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with, such entity.

7. Assignment by the Tribe. The Tribe shall not have the right to assign this Agreement without Freeport’s prior written consent, and any attempted assignment without such prior consent shall be null and void.
8. Binding Effect and Termination. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, subject to Section 7 above. The rights and obligations created hereunder shall automatically terminate as to any portion of the Property which is transferred to a Third Party without violating the Right of First Refusal, and as to the Property as a whole upon the Expiration Date defined above.
9. Notice. All notices, demands, consents, approvals and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be hand delivered or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communication.

To Freeport:                      Freeport Minerals Corporation  
333 North Central Avenue  
Phoenix, Arizona 85004  
Attn: Vice President, Land and Water Department

With copies to:                      Freeport Minerals Corporation  
333 North Central Avenue  
Phoenix, Arizona 85004  
Attn: Senior Counsel-Water

To Tribe: Chairperson  
Hualapai Tribal Council  
941 Hualapai Hwy 66  
P.O. Box 179  
Peach Springs, Arizona 86434

10. Severability; Perpetuities Saving Clause. In the event any provision of this Agreement or any interpretation thereof shall be determined illegal, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application or interpretation of such provisions shall not be affected thereby. In the event any provision of this Agreement or any interpretation thereof shall be determined by a court of competent jurisdiction to violate the Rule Against Perpetuities, then such provision shall be reformed by the court to comply with the Rule Against Perpetuities.
11. Dispute Resolution. Any dispute concerning or arising out of this Agreement shall be resolved in accordance with the dispute resolution procedure specified in Section 9 of the Settlement Agreement, subject to Section 10.5 of the Settlement Agreement.
12. Time Periods. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday of the State of Arizona, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.
13. Counterpart Execution. This Agreement may be executed in any number of counterparts and each counterpart executed by any of the undersigned, together with all other counterparts so executed, shall constitute a single instrument and agreement of the undersigned.
14. Applicable Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Arizona.
15. Entire Agreement. This Agreement, which includes Exhibit "A", represents the entire agreement between the parties pertaining to the subject matter contained herein. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged into this Agreement. No supplement, modification or amendment to this Agreement shall be binding unless in writing and executed with the same formality by the parties.
16. Recordation of Agreement. Upon the execution of this Agreement, the Tribe shall be authorized to record the same in the Office of the Mohave County Recorder.

[Signature Pages to Follow]

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date set forth above.

**FREEMPORT MINERALS CORPORATION**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**BYNER CATTLE COMPANY**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CYPRUS MINES CORPORATION**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**AZ BIG SANDY, LLC**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

[Signature Pages Continued on Next Page]

**THE HUALAPAI TRIBE**

**By** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

Legislative Draft

**Acknowledgments**

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of Freeport Minerals Corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of Byner Cattle Company, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of Cyprus Mines Corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My commission expires:



STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of AZ Big Sandy, LLC, on behalf of the company.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF ARIZONA        )  
  ) ss.  
County of Mohave         )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of the Hualapai Tribe, on behalf of the tribe.

\_\_\_\_\_  
Notary Public

My commission expires:

**EXHIBIT A**

**LEGAL DESCRIPTION FOR PROPERTY**

**Banegas Ranch**

**PARCEL NO. 1:**

The South half of Section 5, Township 15 North, Range 12 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT the Northwest quarter of the Southwest quarter.

Said land being shown on Record of Survey Plat recorded October 30, 2000 in Book 20 of Records of Surveys, Page 23, records of Mohave County, Arizona.

**PARCEL NO. 2:**

That portion of the West half of Section 7, Township 15 North, Range 12 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona and being more particularly described as follows:

BEGINNING at the North quarter Section corner of said Section 7 and running thence South 00 degrees 03 minutes 55 seconds East, along the East boundary of the West half of said Section 7, a distance of 4212.25 feet;

Thence South 89 degrees 56 minutes 05 seconds West, a distance of 387.20 feet;

Thence North 00 degrees 03 minutes 55 seconds West, a distance of 225.00 feet;

Thence North 89 degrees 56 minutes 05 seconds East, a distance of 337.20 feet;

Thence North 00 degrees 03 minutes 55 seconds West, along the line 50.00 feet West of and parallel with the East boundary of the West half of said Section 7, a distance of 1087.98 feet;

Thence South 89 degrees 55 minutes 03 seconds West, a distance of 200.00 feet;

Thence North 00 degrees 03 minutes 55 seconds West, a distance of 245.66 feet;

Thence North 89 degrees 59 minutes 36 seconds West, a distance of 2273.21 feet;

Thence South 00 degrees 09 minutes 08 seconds East, a distance of 245.35 feet;

Thence South 00 degrees 08 minutes 27 seconds East, a distance of 779.58 feet;

Thence North 89 degrees 51 minutes 33 seconds East, a distance of 346.00 feet;

Thence South 00 degrees 08 minutes 27 seconds East, a distance of 220.00 feet;

Thence South 89 degrees 51 minutes 33 seconds West, a distance of 346.00 feet;

Thence South 00 degrees 08 minutes 27 seconds East, along a line being 50.00 feet East of and parallel with the West line of said Section 7, a distance of 1636.12 feet to a point on the South line of said Section 7;

Thence South 89 degrees 43 minutes 53 seconds West, along the South line of said Section 7, a distance of 50.00 feet to the Southwest corner of said Section 7;

Thence North 00 degrees 08 minutes 27 seconds West, along the West line of said Section 7, a distance of 2635.80 feet to the West quarter Section corner of said Section 7;

Thence North 00 degrees 09 minutes 08 seconds West, along the West line of said Section 7, a distance of 2641.62 feet to the Southeast corner of Section 1, Township 15 North, Range 13 West;

Thence North 00 degrees 04 minutes 46 seconds West, along the line common to the West line of said Section 7 and the East line of said Section 1, a distance of 248.25 feet to the Northwest corner of said Section 7;

Thence North 89 degrees 47 minutes 36 seconds East, along the North line of said Section 7, a distance of 2576.91 feet to the Point of Beginning.

PARCEL NO. 3:

Government Lots 3 and 4 of Section 18, Township 15 North, Range 12 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT that portion of said Lot 3 conveyed to the State of Arizona for Highway 93 and more fully described in Book 3759, Page 677 of Official Records.

PARCEL NO. 4:

The East half of the Southwest quarter of Section 12, Township 15 North, Range 13 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

PARCEL NO. 5:

A) The Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter of Section 13, Township 15 North, Range 13 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded in Book 60 of Deeds, Page 195.

B) The Southeast quarter of the Northeast quarter, the North half of the Northeast quarter, the Northeast quarter of the Northwest quarter and the East half of the Southeast quarter of Section 13, Township 15 North, Range 13 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded in Book 84 of Deeds, Page 362.

C) The West half of the Southeast quarter of Section 13, Township 15 North, Range 13 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT the South 600.00 feet thereof.

PARCEL NO. 6:

The Southwest quarter of Section 36, Township 16 North, Range 13 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT therefrom the following:

A) COMMENCING at the West quarter corner of said Section 36;

Thence South 89 degrees 43 minutes 25 seconds East, a distance of 360.00 feet;

Thence South 00 degrees 00 minutes 00 seconds East, a distance of 18.00 feet to the TRUE POINT OF BEGINNING, said point being marked by a 5/8 inch rebar cap RLS 19319 North 00 degrees 00 minutes 00 seconds East 19.00 feet;

Thence South 89 degrees 43 minutes 23 seconds East, a distance of 594.12 feet to a point being marked North 07 degrees 17 minutes 44 seconds East, 19,15 feet by a 5/8 inch rebar and cap RLS 19319;

Thence South 07 degrees 17 minutes 44 seconds West, a distance of 1082.26 feet;

Thence South 79 degrees 34 minutes 07 seconds West, a distance of 117.76 feet;

Thence North 26 degrees 02 minutes 16 seconds West, a distance of 776.51 feet;

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 400.00 feet to the True Point of Beginning.

B) COMMENCING at the Southwest corner of said Section 36;

Thence along the South line of said Section 36, East, a distance of 1642.30 feet to the TRUE POINT OF BEGINNING;

Thence North 40 degrees 04 minutes 15 seconds West, a distance of 186.33 feet to a 1 1/4 inch galvanized iron pipe tagged RLS 5576;

Thence South 84 degrees 40 minutes 32 seconds West, a distance of 66.00 feet;

Thence North 50 degrees 55 minutes 36 seconds East, a distance of 462.78 feet;

Thence South 60 degrees 00 minutes 55 seconds East, a distance of 349.00 feet;

Thence South 11 degrees 08 minutes 11 seconds East, a distance of 258.61 feet to a point on the South line of said Section 36;

Thence West, along the South line of said Section 36, a distance of 525.85 feet to the True Point of Beginning;

C) BEGINNING at the West quarter corner of said Section 36;

Thence 330.00 feet in an Easterly direction along the fence line to a steel post;

Thence 660.00 feet in a Southerly direction to a steel post;

Thence 330.00 feet in a Westerly direction to a steel post;

Thence 660.00 feet in a Northerly direction, along the fence line to the Point of Beginning;

D) The Southwest quarter of the Southwest quarter.

Legislative Draft

**ROFR Lands**

**Mohave County  
Assessor's**

<b>Parcel Number</b>	<b>Legal Description</b>
201-06-003	LOT 3, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
201-06-010	LOT 10, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
201-06-011	LOT 11, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
201-06-012	LOT 12, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
201-06-013	LOT 13, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
201-06-014	LOT 14, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
201-06-017	LOT 17, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
201-06-019	LOT 19, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
201-06-020	LOT 20, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
201-06-021	LOT 21, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.

- 201-06-022 LOT 22, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-023 LOT 23, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-034 LOT 34, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-035 LOT 35, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-036 LOT 36, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-037 LOT 37, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-044 LOT 44, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-045 LOT 45, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-046 LOT 46, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-054 LOT 54, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-058 LOT 58, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.

- 201-06-059 LOT 59, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-060 LOT 60, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-062 LOT 62, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-067 LOT 67, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-068 LOT 68, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-069 LOT 69, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-076 LOT 76, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-077 LOT 77, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-078 LOT 78, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-081 LOT 82, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-082 LOT 83, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.



- 201-06-083 LOT 84, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-084 LOT 85, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-087 LOT 88, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-088 LOT 89, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-091 LOT 92, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-092 LOT 93, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-093 LOT 94, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-094 LOT 95, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-097 LOT 98, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-098 LOT 99, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-099 LOT 100, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.

- 201-06-100 LOT 101, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-101 LOT 102, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-102 LOT 103, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-103 LOT 104, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-104 LOT 105, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-105 LOT 106, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-106 LOT 107, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-107 LOT 108, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-108 LOT 109, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-109 LOT 110, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-110 LOT 111, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.

- 201-06-112 LOT 113, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-113 LOT 114, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-114 LOT 115, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-115 LOT 116, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-116 LOT 117, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-117 LOT 118, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-118 LOT 119, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-119 LOT 120, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-121 LOT 122, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-122 LOT 123, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-123 LOT 124, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.

- 201-06-124 LOT 125, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 201-06-125 LOT 126, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802
- 201-06-126 LOT 127, ACCOLADE RANCHES, AS RECORDED IN MOHAVE COUNTY ARIZONA RECORDERS OFFICE ON DECEMBER 30, 1960 FEE NUMBER 99802.
- 102-42-015 PARCEL 1-5, AS SHOWN ON SURVEY RECORDED OCTOBER 28, 1997 IN BOOK 15 OF RECORDS OF SURVEY, PAGE 92, RECORDS OF MOHAVE COUNTY, ARIZONA.
- 102-35-008 THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 12 WEST, G&SRM, MOHAVE COUNTY, ARIZONA.
- 102-35-001 THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 12 WEST, G&SRM, MOHAVE COUNTY, ARIZONA.
- 102-35-006 THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 12 WEST, G&SRM, MOHAVE COUNTY, ARIZONA.
- 102-33-041 ALL OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 12 WEST, G&SRM, MOHAVE COUNTY, ARIZONA.
- 102-35-015 A PARCEL OF LAND LOCATED WITHIN THE WEST HALF OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 12 WEST, G&SRM, MOHAVE COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
- BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 7;
- THENCE SOUTH 89 DEGREES, 43 MINUTES, 53 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE OF 2519.38 FEET;
- THENCE NORTH 00 DEGREES, 08 MINUTES, 27 SECONDS WEST ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 7 A DISTANCE OF 1636.12 FEET;

THENCE NORTH 89 DEGREES, 51 MINUTES, 33 SECONDS EAST A  
DISTANCE OF 346.00 FEET;

THENCE NORTH 00 DEGREES, 08 MINUTES, 27 SECONDS WEST A  
DISTANCE OF 220.00 FEET;

THENCE SOUTH 89 DEGREES, 51 MINUTES, 33 SECONDS WEST A  
DISTANCE OF 346.00 FEET;

THENCE NORTH 00 DEGREES, 08 MINUTES, 27 SECONDS WEST  
ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH  
THE WEST LINE OF SAID SECTION 7 A DISTANCE OF 779.58 FEET;

THENCE NORTH 00 DEGREES, 09 MINUTES, 08 SECONDS WEST  
ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH  
THE WEST LINE OF SAID SECTION 7 A DISTANCE OF 245.35 FEET;

THENCE SOUTH 89 DEGREES, 59 MINUTES, 36 SECONDS EAST A  
DISTANCE OF 2273.21 FEET;

THENCE SOUTH 00 DEGREES, 03 MINUTES, 55 SECONDS EAST A  
DISTANCE OF 245.66 FEET;

THENCE NORTH 89 DEGREES, 55 MINUTES, 03 SECONDS EAST A  
DISTANCE OF 200.00 FEET;

THENCE SOUTH 00 DEGREES, 03 MINUTES, 55 SECONDS EAST ALONG  
A LINE BEING 50.00 FEET WEST OF AND PARALLEL WITH THE EAST  
BOUNDARY OF THE WEST HALF OF SAID SECTION 7 A DISTANCE OF  
1087.98 FEET;

THENCE SOUTH 89 DEGREES, 56 MINUTES, 05 SECONDS WEST A  
DISTANCE OF 337.20 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES, 55 SECONDS EAST A  
DISTANCE OF 225.00 FEET;

THENCE NORTH 89 DEGREES, 56 MINUTES, 05 SECONDS EAST A  
DISTANCE OF 387.20 FEET TO A POINT ON THE EAST LINE OF THE  
WEST HALF OF SAID SECTION 7;

THENCE SOUTH 00 DEGREES, 03 MINUTES, 55 SECONDS EAST ALONG  
SAID EAST LINE A DISTANCE OF 1310.67 FEET TO THE POINT OF  
BEGINNING.

**EXHIBIT 4.1(i)**

**ABSTRACT OF THE WATER RIGHTS OF THE HUALAPAI TRIBE IN THE BILL WILLIAMS RIVER WATERSHED**

**I. FEDERALLY RESERVED WATER RIGHT CLAIM FOR TRIBAL RESERVATION PROPERTY**

<b>Water Right Descriptor</b>	<b>Source</b>	<b>Priority Date</b>	<b>Purpose of Use</b>	<b>Point of Diversion</b>	<b>Place of Use</b>	<b>Quantity</b>
Tribal Reservation Parcel (Parcel 3)	Big Sandy River	06-02-1911	Irrigation, Stockwatering, Mining, Domestic, Commercial, Municipal	NW ¼ NE ¼ Section 26, T18N R13W	NW ¼ NE ¼ Section 26, T18N R13W W ½ NE ¼ NE ¼ Section 26, T18N R13W	300 AFY

**II. CHOLLA CANYON RANCH WELLS**

<b>ADWR Well Registration Number</b>	<b>Well Drill Date</b>	<b>Purpose of Use</b>	<b>Point of Diversion</b>	<b>Place of Use</b>	<b>Pump Capacity</b>
55-509509	October 25, 1984	Domestic, Irrigation	SW ¼ NE ¼ Section 25 T16N R13W	SW ¼ Section 25 T16N R13W NE ¼ Section 35, T16N R13W NE ¼ SE ¼ Section 35, T16N R13W	34 gpm
55-600035	November 6, 1981	Domestic, Stockwatering, Irrigation	SW ¼ Section 25 T16N R13W	SW ¼ Section 25 T16N R13W NE ¼ Section 35, T16N R13W NE ¼ SE ¼ Section 35, T16N R13W	100 gpm
55-508474	June 20, 1984	Domestic, Stockwatering, Irrigation	SW ¼ NE ¼ Section 25 T16N R13W	SW ¼ Section 25 T16N R13W NE ¼ Section 35, T16N R13W NE ¼ SE ¼ Section 35, T16N R13W	45 gpm
55-548888	April 4, 1995	Domestic, Stockwatering, Irrigation	NE ¼ SW ¼ Section 25 T16N R13W	SW ¼ Section 25 T16N R13W NE ¼ Section 35, T16N R13W NE ¼ SE ¼ Section 35, T16N R13W	200 gpm

**III. COFER HOT SPRINGS CLAIMS (CHOLLA CANYON RANCH)**

<b>ADWR Filing Number</b>	<b>Source</b>	<b>Priority Date</b>	<b>Purpose of Use</b>	<b>Point of Diversion</b>	<b>Place of Use</b>	<b>Quantity</b>
36-75771 (Cactus Family Trust)	Cofer Hot Spring	03-16-1911	Irrigation, Stock, Domestic	NE ¼ SW ¼ Section 25, T16N R13W	SW ¼ Section 25, T16N R13W	242 AFY

**I. PLANET & LINCOLN RANCH SURFACE WATER RIGHTS SEVERED AND TRANSFERRED FOR USE AT BAGDAD MINE COMPLEX & BAGDAD TOWNSITE**

Water Right Descriptor	Pre-Severance and Transfer Water Right					Post-Severance and Transfer Water Right		
	ADWR Filing Number <sup>1</sup>	Priority Date	Point(s) of Diversion	Purpose and Place of Use <sup>2</sup>	Quantity <sup>3</sup>	Point(s) of Diversion	Purpose and Place of Use	Quantity <sup>4</sup>
Planet Ranch Water Rights Severed and Transferred for Use at Bagdad Mine Complex and Bagdad Townsite	CWR <sup>5</sup> 3235.1 (4A-4586)	12-20-1961	33-acre parcel: NE ¼ SE ¼ Section 29 T11N, R16W (Well 55-619411)	Irrigation of 270 acres	1,620 AFY	Wikieup Wellfield <sup>6</sup>	Mining Use <sup>7</sup> and Municipal Purposes <sup>8</sup> at Bagdad Mine Complex and Bagdad Townsite	1,435.4 AFY <sup>9</sup>
			237-acre parcel: SW ¼ NE ¼ Section 31 T11N, R16W (Well 55-619412)	Stockwatering	1,440,000 gallons per year for stockwatering			
			SW ¼ NE ¼ Section 32 T11N, R16W (Well 55-619414)					
			SE ¼ SW ¼ Section 32 T11N, R16W (Well 55-619420)					
	CWR 3826 (4A-4675)	8-27-1963	NW ¼ SW ¼ Section 27 T11N, R16W (Well 55-619410)	Irrigation of 160 acres	960 AFY	" <sup>10</sup>	"	852.4 AFY
			Stockwatering	1,440,000 gallons per year for stockwatering				
	CWR 4084 (4A-4625)	7-26-1962	NE ¼ NW ¼ Section 33 T11N, R16W (Well 55-619416)	Irrigation of 130 acres	780 AFY	"	"	692.7 AFY
			Stockwatering	1,200,000 gallons per year for stockwatering				
	CWR 4085 (4A-4652)	4-16-1963	SW ¼ SE ¼ Section 25 T11N, R16W (Well 55-619409)	Irrigation of 235 acres	1,410 AFY	"	"	1,248.9 AFY
			Stockwatering	1,100,000 gallons per year for stockwatering				
Planet Ranch Water Rights	CWR 4086 (4A-4678)	8-27-1963	SE ¼ SE ¼ Section 35 T11N, R16W	Irrigation of 35 acres	210 AFY	Wikieup Wellfield	Mining Use and Municipal Purposes at	188.6 AFY

<sup>1</sup> ADWR filing numbers may change following ADWR approval of any severance and transfer of the Lincoln Ranch and Planet Ranch water rights or amendment of other water rights claims listed in this Exhibit.  
<sup>2</sup> Unless stated otherwise, pre-severance and transfer place of use for Lincoln and Planet Ranch water rights is as provided on current ADWR statement of claim or certificate of water right, as applicable.  
<sup>3</sup> Claimed quantity for irrigation is the annual diversion limit under the pre-severance and transfer water right.  
<sup>4</sup> Claimed quantity for mining use and municipal purposes at the Bagdad Mine Complex and Bagdad Townsite for post-severance and transfer water right is for 100% consumptive use. Claimed amount for irrigation of LCR MSCP Leased Lands is the annual diversion limit.  
<sup>5</sup> "CWR" means "Certificate of Water Right."  
<sup>6</sup> The Wikieup Wellfield is the geographic area defined in Section 2.54 and depicted on Exhibit 2.8 of the Hualapai BWR Agreement. The Wikieup Wellfield is also defined in Section 2.58 and depicted on Exhibit 2.10 of the Big Sandy River-Planet Ranch Agreement. The Wikieup Wellfield Points of Diversion described in Section IV of this Exhibit 4.1(iii) to the Hualapai BWR Agreement are the current points of diversion within the Wikieup Wellfield. The specific wells comprising the Wikieup Wellfield Points of Diversion may change in the future in accordance with the provisions of the Big Sandy River-Planet Ranch Agreement.  
<sup>7</sup> "Mining Uses" is defined in Section 2.37 of the Big Sandy River-Planet Ranch Agreement.  
<sup>8</sup> "Municipal Purposes" is defined in Section 2.38 of the Big Sandy River-Planet Ranch Agreement.  
<sup>9</sup> Claimed quantities for Mining Uses and Municipal Purposes at the Bagdad Mine Complex and the Bagdad Townsite are based on prior consumptive water use for irrigation and, where applicable, stockwatering purposes on Planet Ranch and Lincoln Ranch.  
<sup>10</sup> Use of quotation marks in columns in this Exhibit means "same as above".

**I. PLANET & LINCOLN RANCH SURFACE WATER RIGHTS SEVERED AND TRANSFERRED FOR USE AT BAGDAD MINE COMPLEX & BAGDAD TOWNSITE**

Water Right Descriptor	Pre-Severance and Transfer Water Right					Post-Severance and Transfer Water Right		
	ADWR Filing Number <sup>1</sup>	Priority Date	Point(s) of Diversion	Purpose and Place of Use <sup>2</sup>	Quantity <sup>3</sup>	Point(s) of Diversion	Purpose and Place of Use	Quantity <sup>4</sup>
Severed and Transferred for Use at Bagdad Mine Complex and Bagdad Townsite (Continued)			(Well 55-619419)	Stockwatering	1,000,000 gallons per year for stockwatering		Bagdad Mine Complex and Bagdad Townsite	
	CWR 4087 (4A-4913)	9-11-1970	SW ¼ NW ¼ Section 34 T11N, R16W (Well 55-506575)	Irrigation of 230 acres	1,380 AFY	"	"	1,219 AFY
			SE ¼ NE ¼ Section 33 T11N, R16W (Well 55-619417)					
	CWR 3282e (4A-4650)	4-8-1963	NE ¼ SE ¼ Section 29 T11N, R16W (Well 55-619411)	Irrigation of 190 acres	1,140 AFY	"	"	1,010.3 AFY
				Stockwatering	1,080,000 gallons per year for stockwatering			
	CWR 4154 (4A-4626)	7-24-1962	NE ¼ NW ¼ Section 35 T11N, R16W (Well 503433)	Irrigation of 145 acres	870 AFY	"	"	768.5 AFY
	CWR 3829 (4A-4902)	4-24-1970	NE ¼ SE ¼ Section 29 T11N, R16W (Well 55-619411)	Irrigation of 25 acres	150 AFY	"	"	132.5 AFY
	CWR 3830 (4A-4937)	5-21-1971	NE ¼ NW ¼ Section 33 T11N, R16W (Well 55-619416)	Irrigation of 60 acres	360 AFY	"	"	318 AFY
	CWR 33-28675	6-25-1974	SE ¼ SE ¼ Section 27 T11N, R16W (Well 55-503452)	Irrigation of 190 acres	1,140 AFY	"	"	1,007 AFY
Lincoln Ranch Water Right Severed and Transferred for Use at Bagdad Mine Complex and Bagdad Townsite	36-64329.3	Prior to 1905	Historic POD <sup>11</sup> : SE ¼ NE ¼ Section 13, T10N, R14W  Current PODs (Wells): 55-608743 55-608744 55-608745 55-608746 55-608747 55-608748 55-608749 55-522657	Irrigation within Lincoln Ranch Property	2,325.6 AFY	"	"	1,181.7 AFY
<b>TOTAL PLANET RANCH AND LINCOLN RANCH WATER RIGHTS SEVERED AND TRANSFERRED TO BAGDAD MINE COMPLEX AND BAGDAD TOWNSITE</b>								<b>10,055 AFY</b>

**II. PLANET RANCH SURFACE WATER RIGHTS SEVERED AND TRANSFERRED WITHIN PLANET RANCH TO LCR MSCP LEASED LANDS**

Pre-Severance and Transfer Water Right					Post-Severance and Transfer Water Right		
--	--	--	--	--	---	--	--

<sup>11</sup> "POD" means point of diversion.



Water Right Descriptor	ADWR Filing Number	Priority Date	Point(s) of Diversion	Purpose and Place of Use	Quantity	Point(s) of Diversion	Purpose and Place of Use	Quantity	
Planet Ranch Water Rights Severed and Transferred within Planet Ranch to LCR MSCP Leased Lands	CWR 3281.1 (4A-4644)	3-5-1963	<u>93-acre parcel:</u> SW ¼ NE ¼ Section 32 T11N, R16W (Well 55-619414)	Irrigation of 215 acres	1,290 AFY	Planet Ranch Irrigation Wells <sup>12</sup>	Irrigation of agricultural fields and habitat creation, restoration and maintenance uses for the benefit of fish and wildlife within the LCR MSCP Leased Lands	1,294.1 AFY	
			SE ¼ SW ¼ Section 32 T11N, R16W (Well 55-619420)	Stockwatering	1,350,000 gallons per year for stockwatering				
			<u>122-acre parcel:</u> NE ¼ SE ¼ Section 29 T11N, R16W (Well 55-619411)						
		CWR 3903 (4A-4939)	6-3-1971	NW ¼ SW ¼ Section 27 T11N, R16W (Well 55-619410)	Irrigation of 160 acres	960 AFY	"	"	960 AFY
		CWR (33) 28672	June 25, 1974	SW ¼ SE ¼ Section 27 T11N, R16W (Well 55-503451)	Irrigation of 78.5 acres	471 AFY	"	"	471 AFY
		CWR 33-28673	June 25, 1974	SW ¼ SE ¼ Section 27 T11N, R16W (Well 55-503451)	Irrigation of 100 acres	600 AFY	"	"	600 AFY
	CWR 33-28677	June 25, 1974	SW ¼ SE ¼ Section 27 T11N, R16W (Well 55-503451)	Irrigation of 260 acres	1,560 AFY	"	"	1,560 AFY	
	CWR 3270 (4A-4643)	3-5-1963	SW ¼ NE ¼ Section 31 T11N, R16W (Well 55-619412)	Irrigation of 110 acres	660 AFY	"	"	664.1 AFY	
				Stockwatering	1,350,000 gallons per year for stockwatering				
<b>TOTAL PLANET RANCH WATER RIGHTS SEVERED AND TRANSFERRED WITHIN PLANET RANCH TO LCR MSCP LEASED LANDS</b>								<b>5,549.2 AFY</b>	

### III. PRE-1919 BIG SANDY VALLEY SURFACE WATER RIGHTS SEVERED AND TRANSFERRED FOR USE AT BAGDAD MINE COMPLEX AND BAGDAD TOWNSITE

Water Right Descriptor	ADWR Filing Number	Source	Priority Date	Purpose of Use	Quantity	Place of Use	Point(s) of Diversion	Pending Updates
W.R. Stephens (Moody)	36-66292	Big Sandy River; Pearson Falls Spring, a	11-13-1913	Formerly Irrigation; Now Mining Use and Municipal Purposes	280 GPM (451 AFY)	Bagdad Mine Complex and Bagdad	Wikieup Wellfield	

<sup>12</sup> The term "Planet Ranch Irrigation Wells" in this Exhibit means any existing or future water supply wells within the Planet Ranch property boundary used to supply water for beneficial uses within to the LCR MSCP Leased Lands, as that term is defined under Section 2.34 of the Big Sandy River-Planet Ranch Agreement.

**III. PRE-1919 BIG SANDY VALLEY SURFACE WATER RIGHTS SEVERED AND TRANSFERRED FOR USE AT BAGDAD MINE COMPLEX AND BAGDAD TOWNSITE**

Water Right Descriptor	ADWR Filing Number	Source	Priority Date	Purpose of Use	Quantity	Place of Use	Point(s) of Diversion	Pending Updates
		tributary to the Big Sandy River				Townsite		
William B. Stephens/ T.L. Cornwall (Stephens)	36-66293	Big Sandy River	3-6-1910	"	11,200 GPM (18,032 AFY)	"	"	
			6-18-1913		560 GPM (902 AFY)			
F.E. Carrow / E.M Carrow (Seapy)	36-66294	Big Sandy River; Bonner Slough, a tributary of the Big Sandy River	1-1-1900	"	448 GPM (722 AFY)	"	"	
		Big Sandy River	1-25-1893		1,120 GPM (1,803 AFY)			
W.A. Neal (Walter)	36-66295	Big Sandy River	3-8-1895	"	840 GPM (1,352 AFY)	"	"	
L.C. Johnston (Pachoe)	36-66296	"	5-9-1913	"	300 GPM (483 AFY)	"	"	
M. Dolan (Owens)	36-66297 36-31861	"	6-20-1873	"	1,120 GPM (1,803 AFY)	"	"	
J. Chacon (Hancock)	36-66298	"	May 6, 1877	"	6,720 GPM (10,820 AFY)	"	"	
Cofer/Hayden Slough	36-75709	Big Sandy River; Cofer Slough, a tributary to the Big Sandy River	5-10-1896	"	1,616 AFY	"	"	
Alexander H. Metcalf Homestead Claim	36-105638	Big Sandy River	1-1-1917	Formerly Irrigation; Now Mining Use and Municipal Purposes	113 AFY	Bagdad Mine Complex and Bagdad Townsite	Wikieup Wellfield	
Norman H.	36-105639	"	1-1-1918	"	69 AFY	"	"	

**III. PRE-1919 BIG SANDY VALLEY SURFACE WATER RIGHTS SEVERED AND TRANSFERRED FOR USE AT BAGDAD MINE COMPLEX AND BAGDAD TOWNSITE**

<b>Water Right Descriptor</b>	<b>ADWR Filing Number</b>	<b>Source</b>	<b>Priority Date</b>	<b>Purpose of Use</b>	<b>Quantity</b>	<b>Place of Use</b>	<b>Point(s) of Diversion</b>	<b>Pending Updates</b>
Chapman Homestead Claim								
William B. Stephens Homestead Claim	36-105640	"	1-1-1916	"	28 AFY	"	"	
Thomas J. Hardwick Homestead Claim	Pending	"	1-1-1912	"	138 AFY	"	"	Freeport will file a new Statement of Claim asserting this water right and explaining relation to other Wikieup Wellfield water rights claims.
May E.D. Brown Homestead Claim	36-105641	"	1-1-1915	"	204 AFY	"	"	
Joseph A. Carrow Homestead Claim	36-105642	"	1-1-1891	"	275 AFY	"	"	
Emily J. Morrow Homestead Claim	36-105643	"	1-1-1913	"	138 AFY	"	"	
Roy C. Morrow Homestead	Pending	"	1-1-1913	"	117 AFY	"	"	Freeport will file a new Statement of Claim asserting this water right and explaining relation to other Wikieup Wellfield water rights claims.
Robert E. Morrow Homestead Claim	36-105644	"	1-1-1916	"	28 AFY	"	"	
Janie Z. Morrow Homestead Claim	36-105645	"	1-1-1919	"	55 AFY	"	"	
Lincoln Nicholson Homestead Claim	36-105646	"	1-1-1919	"	110 AFY	"	"	
Ivan L. Neal Homestead Claim	36-105647	"	1-1-1918	"	242 AFY	"	"	
Orville O. Fullerton Homestead Claim	36-150648	"	1-1-1912	"	138 AFY	"	"	
William Brown Homestead Claim	36-105649	"	1-1-1909	"	432 AFY	"	"	
<b>TOTAL PRE-1919 WATER RIGHTS FOR BAGDAD MINE COMPLEX AND BAGDAD TOWNSITE</b>					<b>40,071 AFY</b>			

**IV. WIKIEUP WELLFIELD POINTS OF DIVERSION**

ADWR Well Registration Number (Well Name)	ADWR Statement of Claim No.	Well Completion Date	Purpose of Use	Quantity <sup>13</sup>	Place of Use	Well Location	Pending Updates
55-611626 (CB #1)	36-66355	6-2-1975	Mining Use and Municipal Purposes	600 GPM (966 AFY)	Bagdad Mine Complex and Bagdad Townsite	NE ¼ NE ¼ NW ¼ Section 14 T17N, R13W	
55-611627 (CB #3)	36-66356	5-29-1975	"	250 GPM (403 AFY)	"	NW ¼ NE ¼ NE ¼ Section 26 T17N, R13W	
55-809453 (CB #4)	36-66357	1-1-1970	"	600 GPM (966 AFY)	"	SE ¼ SE ¼ SE ¼ Section 26 T17N, R13W	
55-611629 (CB #5A)	36-66358	1-30-1975	"	600 GPM (966 AFY)	"	SW ¼ SW ¼ SW ¼ Section 22 T16.5N, R13W	
55-611630 (CB #5B)	36-66359	8-25-1975	"	600 GPM (966 AFY)	"	NW ¼ NW ¼ SW ¼ Section 22 T16.5N, R13W	
55-611631 (CB #6)	36-66360	12-29-1974	"	400 GPM (644 AFY)	"	SW ¼ NE ¼ SW ¼ Section 27 T16.5N, R13W	
55-611633 (CB #8)	36-66361	11-21-1974	"	600 GPM (966 AFY)	"	NE ¼ NW ¼ SW ¼ Section 34 T16.5N, R13W	
55-611632 (CB #9A)	36-66362	5-13-1974	"	600 GPM (966 AFY)	"	SW ¼ SW ¼ NE ¼ Section 3 T16N, R13W	
55-611635 (CB #10)	36-66363	4-23-1975	"	600 GPM (966 AFY)	"	SW ¼ NE ¼ NE ¼ Section 10 T16N, R13W	Update of well location information on ADWR well registry
55-611634 (CB #13)	36-66364	7-15-1976	Mining Use and Municipal Purposes	1,000 GPM (1,610 AFY)	Bagdad Mine Complex and Bagdad Townsite	SE ¼ NW ¼ NW ¼ Section 2 T17N, R13W	
55-611637	36-66365	1-1-1960	"	300 GPM	"	NW ¼ SE ¼ SW ¼	

<sup>13</sup> The quantity listed for each claim is the pump capacity of each well obtained from either ADWR Well Registration or ADWR Statement of Claim of Water Right records. The wells comprising the Wikieup Wellfield Points of Diversion are operated collectively as points of diversion for the Planet Ranch, Lincoln Ranch and Pre-1919 Big Sandy Valley Water Rights that have been severed and transferred to the Bagdad Mine and Bagdad Townsite (Sections I and III above). The individual and collective pump capacities of the wells comprising the Wikieup Wellfield Points of Diversion are subject change through replacement of well pumps, modification or replacement of existing wells, or the addition of new wells, but total diversions from the wells are collectively subject to the limitations of the Agreement.

**IV. WIKIEUP WELLFIELD POINTS OF DIVERSION**

ADWR Well Registration Number (Well Name)	ADWR Statement of Claim No.	Well Completion Date	Purpose of Use	Quantity <sup>13</sup>	Place of Use	Well Location	Pending Updates
(Airport)				(483 AFY)		Section 27 T16.5N, R13W	
55-611636 (Williams)	36-66366	1-1-1960	"	300 GPM (483 AFY)	"	SE ¼ SW ¼ NE ¼ Section 3 T16N, R13W	
55-610972 (Hayden / Byner #1)	36-66299	1-1-1950	"	1,800 (2,903 AFY)	"	NW ¼ SW ¼ SE ¼ Section 26 T18N, R13W	Update well location information on ADWR well registry
55-611628 (Hofreiter / Byner #23)	36-66321	1-1-1970	"	990 GPM (1,597 AFY)	"	NE ¼ NE ¼ NW ¼ Section 23 T17N, R13W	
55-610988 (Hollis / Byner #24)	36-66322	1-1-1968	"	700 GPM (1,129 AFY)	"	SW ¼ SW ¼ NE ¼ Section 23 T17N, R13W	
55-610853 (Short #1 / Byner #9)	36-66307	1-1-1971	"	400 GPM (645 AFY)	"	NW ¼ NE ¼ NE ¼ Section 10 T17N, R13W	
55-610980 (Short #4 / Byner #12)	36-66310	1-1-1965	"	400 GPM (645 AFY)	"	NE ¼ SE ¼ NE ¼ Section 10 T17N, R13W	
55-610983 (Murphey No. 2/Byner #15)	36-66313	1-1-1964	"	350 GPM (565 AFY)	"	NE ¼ SE ¼ SE ¼ Section 10 T17N, R13W	
55-619674 (Hagan)	36-105650	10-1-1961	"	300 GPM (484 AFY)	"	NE ¼ NE ¼ SE ¼ Section 10 T16N, T13W	
55-201576 (Schoolhouse)	36-105651	10-25-2003	"	1,000 GPM (1,610 AFY)	"	SE ¼ SW ¼ SE ¼ Section 26 T18N, R13W	
55-805720 (Cane Springs No. 1)	36-105652	10-1-1964	"	120 GPM (193 AFY)	"	SW ¼ NE ¼ NW ¼ Section 27 T18N, R13W	
55-205630 (Tetrick #5A)	36-105653	12-23-2005	"	400 GPM (644 AFY)	"	NW ¼ NE ¼ SW ¼ Section 27 T18N, R13W	
55-220909 (BS-12-001)	36-105654	7-18-12	Mining Use and Municipal Purposes	1,500 GPM (2,420 AFY)	Bagdad Mine Complex and Bagdad Townsite	NW ¼ NE ¼ SE ¼ Section 3 T16N, R13W	
55-220907 (BS-12-002)	36-105655	7-11-12	"	1,500 GPM (2,420 AFY)	"	SW ¼ SW ¼ NE ¼ Section 3 T16N, R13W	
55-220908	36-105656	7-23-12	"	1,500 GPM	"	SW ¼ SW ¼ NE ¼	

**IV. WIKIEUP WELLFIELD POINTS OF DIVERSION**

ADWR Well Registration Number (Well Name)	ADWR Statement of Claim No.	Well Completion Date	Purpose of Use	Quantity <sup>13</sup>	Place of Use	Well Location	Pending Updates
(BS-12-003)				(2,420 AFY)		Section 23 T17N, R13W	
55-221999 (BS-13-001)	36-105657	3-6-13	"	1,630 GPM (2,630 AFY)	"	SW ¼ NE ¼ NE ¼ Section 10 T16N, R13W	
55-222000 (BS-13-002)	36-105658	3-21-13	"	1,550 GPM (2,500 AFY)	"	NW ¼ SE ¼ SW ¼ Section 27 T16.5N, R13W	
55-222002 (BS-13-003)	36-105659	3-27-13	"	900 GPM (1,450 AFY)	"	NW ¼ NW ¼ SW ¼ Section 22 T16.5N, R13W	
55-222003 (BS-13-004)	36-105660	4-11-13	"	1,490 GPM (2,400 AFY)	"	SE ¼ SE ¼ SE ¼ Section 26 T17N, R13W	
55-222001 (BS-13-005)	36-105661	4-16-13	"	1,500 GPM (2,420 AFY)	"	NE ¼ NE ¼ NW ¼ Section 14 T17N, R13W	
55-222294 (BS-13-006)	36-105662	5-5-13	"	1,270 GPM (2,050 AFY)	"	NE ¼ NE ¼ NW ¼ Section 23 T17N, R13W	
55-222293 (BS-13-007)	36-105663	5-10-13	"	1,500 GPM (2,40 AFY)	"	SW ¼ SW ¼ SW ¼ Section 22 T16.5N, R13W	

**V. BIG SANDY VALLEY IRRIGATION SURFACE WATER RIGHTS**

Water Right Descriptor	ADWR Filing Number	Source	Priority Date	Purpose of Use	Quantity	Place of Use	Point(s) of Diversion	Pending Updates
Brooks – Knight Creek	36-68514	Knight Creek, a tributary of the Big Sandy River	3-23-1912	Irrigation / Stockwatering	120 AFY	NW ¼ NE ¼ Section 22 T18N, R13W	SE ¼ SW ¼ Section 15 T18N, R13W	
Emerick – Knight Creek	CWR 1913 (4A-3075)	Knight Creek, a tributary of the Big Sandy River	8-7-1950	Irrigation	40 AFY for irrigation	NW ¼ NE ¼ Section 22 T18N, R13W	SW ¼ SE ¼ Section 15 T18N, R13W	

**V. BIG SANDY VALLEY IRRIGATION SURFACE WATER RIGHTS**

Water Right Descriptor	ADWR Filing Number	Source	Priority Date	Purpose of Use	Quantity	Place of Use	Point(s) of Diversion	Pending Updates
				Stockwatering	150,000 gallons per year for stockwatering			
Plummer Ranch (Mracek Property)	36-46927.3	Trout Creek, a tributary of the Big Sandy River	Prior to 5-6-1911	Irrigation / Stockwatering	130 AFY <sup>14</sup>	NW ¼ NE ¼, SW ¼ NE ¼, SE ¼ NW ¼, NE ¼ SW ¼, Section 14 T18N, R13W	SE ¼ NW ¼ ; SW ¼ NE ¼, (Well 55-582703) NE ¼ SW ¼ (Well 55-582704); NE ¼ SW ¼ (Well 55-624371); All within Section 14 T18N, R13W	

**VI. BAGDAD MINE COMPLEX AREA AND BAGDAD TOWNSITE SURFACE WATER RIGHTS**

Water Right Descriptor	ADWR Filing Number(s)	Source	Priority Date	Purpose of Use	Quantity	Place of Use	Point(s) of Diversion	Pending Updates
Francis Creek System	CWR 3713e (4A-4872)	Francis Creek	4-29-1969	Mining, Municipal, Domestic	661 AFY	Bagdad Townsite and vicinity within Sections 2, 3, 10, and 11 T14N, R9W	NW ¼ NW ¼ Section 1 T16N, R10W	Amend CWRs and 36-Claims to note prior partial severance and transfer of CWRs 1314 and 2206 and to make CWRs and 36-Claims consistent
	36-66368						NE ¼ NE ¼ Section 2 T16N, R10W	
	CWR 1314 (4A-2516)	Francis Creek (Diversion)	11-5-1941	Mining, Municipal, Domestic	814 AFY	NW ¼ SE ¼ Section 4 T14N, R9W	"	"
	36-66369	Transferred from Boulder and Burro Creeks)						
	CWR 2206 (4A-3117)	Francis Creek (Diversion)	3-6-1951	Milling and Mining, Municipal Purposes, Domestic	460 AFY	NW ¼ SE ¼ Section 4, T14N, R9W (milling and mining); Bagdad Townsite and vicinity within Sections 3 and 10, T14N, R9W (domestic)	"	"
	36-66370	Transferred from Burro Creek)						
<b>TOTAL:</b>					<b>1,935 AFY</b>			
Mammoth Wash	CWR 33-94266	Mammoth Wash	4-19-1988	Mining Use	2,551 AFY	NE ¼ NE ¼ Section 6, T14N, R9W	SW ¼ NE ¼ Section 2 T14N, R10W	
				Storage for Zero Discharge Facility	28,500 AF (Storage Capacity)	SW ¼ and the NW ¼ Section 2, T14N, R10W; SW ¼ SE ¼ Section 35, T15N, R10W (Mammoth Wash)		

<sup>14</sup> Freeport claims a right to Divert and use 1,810 AFY pursuant to the Water Right asserted in Statement of Claim of Right No. 36-46927.0003. However, under Section 5.3 of the Hualapai BWR Agreement, Freeport has agreed to limit Diversion of Water pursuant to the Water Right asserted in Statement of Claim of Right No. 36-46927.0003 to 130 AFY.

**VI. BAGDAD MINE COMPLEX AREA AND BAGDAD TOWNSITE SURFACE WATER RIGHTS**

Water Right Descriptor	ADWR Filing Number(s)	Source	Priority Date	Purpose of Use	Quantity	Place of Use	Point(s) of Diversion	Pending Updates
				Storage for Zero Discharge Facility	890 AF (Storage Capacity)	NE ¼ NE ¼ Section 12, T14N, R10W (Detention Dam)	Tailings Dam	
<b>Bruce Tank</b>	CWR 33-96192	Bruce Tank	6-29- 1992	Irrigation for Mining Purposes	1.6 AFY	NE ¼ NE ¼ Section 19 T14N, R9W	NE ¼ NE ¼ Section 19 T14N, R9W	
<b>Bruce Mine</b>	33-96864	Old Dick Gulch, a tributary to Mountain Springs Wash	8-15-2007	Mining	150 AFY	NE ¼ NE ¼ Section 6 T14N, R9W (Bagdad Concentrator)	NW ¼ NW ¼ Section 20 T14N, R9W	-Application pending with ADWR; -FMBI is pursuing a permit to appropriate and certificate of water right
	33-96865	Old Dick Gulch, a tributary to Mountain Springs Wash	8-15-2007	Mining	125 AFY	NE ¼ NE ¼ Section 6 T14N, R9W (Bagdad Concentrator)	SW ¼ SE ¼ NW ¼ Section 20 T14N, R9W	"

**VII. MINE AREA AND DEWATERING GROUNDWATER WELLS**

Well Name	ADWR Well Registration Number	Source	Well Construction Date	Well Location	Place of Use	Purpose of Use	Quantity
Phil's Well/BG-1A	55-910004	Groundwater	11-19-2008	NW ¼ SW ¼ SE ¼ Section 34, T15N, R10W	Bagdad Mine Complex	Mining	Reasonable Use
Peachtree/BG-1	55-909927	"	11-4-2008	NW ¼ SW ¼ SE ¼ Section 34, T15N, R10W	"	"	"
Pipes 2/ICM-4B	55-909939	"	11-13-2008	NE ¼ SW ¼ SW ¼ Section 35, T15N, R10W	"	"	"
Cedar/ICM-2	55-909934	"	11-6-2008	SE ¼ NE ¼ SE ¼ Section 34, T15N, R10W	"	"	"
Ocotillo/ICM-1	55-909933	"	11-5-2008	SW ¼ NW ¼ SW ¼ Section 35, T15N, R10W	"	"	"
Centipede Gulch/ICM-3	55-909935	"	11-10-2008	SE ¼ NW ¼ SE ¼ Section 34, T15N, R10W	"	"	"
Pipes 1/ICM-4A	55-909937	"	11-11-2008	NE ¼ SW ¼ SW ¼ Section 35, T15N, R10W	"	"	"
Artesia/Mill Site	55-611647	"	1-1-1956	SW ¼ NE ¼ SE ¼ Section 26, T15N, R10W	"	"	"
Townsite Sub / Well 2	55-517985	"	10-22-1987	SW ¼ NW ¼ SW ¼ Section 3, T14N, R9W	"	"	"
P11-12	55-220822	Groundwater	Pending	SE ¼ SE ¼ NW ¼ Section 4, T14N, R9W	Bagdad Mine Complex	Mining	Reasonable Use
SE Well	55-915859	"	9-18-2013	NW ¼ SE ¼ SW ¼ Section 4, T14N, R9W	"	"	"
BD-2	55-599815	"	1-1-2003	NW ¼ SE ¼ SE ¼ Section 33, T15N, R9W	"	"	"
BD-3	55-209814	"	2-10-2006	SE ¼ NW ¼ SW ¼ Section 34, T15N, R9W	"	"	"
BD-4	55-915351	"	9-27-2013	SW ¼ NW ¼ SW ¼ Section 34, T14N, R9W	"	"	"



**VIII. FREEPORT GROUNDWATER WELLS**

Well Name	ADWR Well Registration Number	Source	Well Construction Date	Well Location	Place of Use	Purpose of Use	Quantity
Tetrick #1	55-592824	Groundwater	10-7-2002	SW ¼ SE ¼ SW ¼ Section 28, T18N, R13W	Bagdad Mine Complex and Bagdad Townsite	Mining Use and Municipal	Reasonable Use
Tetrick #2	55-595808	"	5-1-2003	SW ¼ SW ¼ SW ¼ Section 28, T18N, R13W	"	"	"
Tetrick #3	55-595810	"	4-9-2003	NE ¼ NE ¼ SW ¼ Section 28, T18N, R13W	"	"	"
Tetrick #4	55-200964	"	3-31-2004	NW ¼ SE ¼ SE ¼ Section 28, T18N, R13W	"	"	"
Pearson Well	55-908273	"	3-12-2008	NW ¼ NW ¼ SE ¼ Section 14, T17N, R13W	"	"	"

**IX. OTHER BIG SANDY VALLEY GROUNDWATER WELLS**

Well Name	ADWR Well Registration Number	Source	Well Construction Date	Well Location	Place of Use	Purpose of Use	Quantity <sup>15</sup>
PW-2	55-581262	Groundwater	8-30-2000	NW ¼ NW ¼ NW ¼ Section 7, T15N, R12W	Big Sandy Valley	Stockwatering and Irrigation	35 gallons per minute
OW-2	55-582104	"	9-2-2000	NW ¼ NW ¼ NW ¼ Section 7, T15N, R12W	"	"	"
OW-4	55-581265	"	1-1-2000	NW ¼ SE ¼ SE ¼ Section 7, T15N, R12W	"	"	"

**X. SKULL VALLEY GROUNDWATER WELLS**

Well Name	ADWR Well Registration Number	Source	Well Construction Date	Well Location	Place of Use	Purpose of Use	Quantity
SK-1	55-613867	Groundwater	4-14-1971	SW ¼ SW ¼ NW ¼ Section 26, T13N, R4W	Bagdad Mine Complex and Bagdad Townsite	Mining Use and Municipal Purposes	Reasonable Use
SK-3	55-613865	"	9-9-1971	SW ¼ SW ¼ NW ¼ Section 26, T13N, R4W	"	"	"
SK-4	55-613864	"	11-7-1972	NE ¼ SE ¼ NW ¼ Section 26, T13N, R4W	"	"	"
SK-5	55-613863	"	3-22-1973	NE ¼ NE ¼ NW ¼ Section 26, T13N, R4W	"	"	"
SK-6	55-613862	"	7-27-1974	SW ¼ SW ¼ SE ¼ Section 26, T13N, R4W	"	"	"

<sup>15</sup> Freeport has a right under Arizona law to withdraw Groundwater from the wells listed in Section IX of this exhibit for reasonable and beneficial use. However, under Section 4.2(iii) of the Hualapai BWR Agreement, Freeport has agreed not to Divert more than 35 gallons per minute from wells PW-2, OW-2 and OW-4.

**XI. BYNER CATTLE CO. STOCKWATERING SURFACE WATER RIGHTS**

<b>ADWR Filing Number</b>	<b>Source</b>	<b>Priority Date</b>	<b>Purpose of Use</b>	<b>Point of Diversion</b>	<b>Place of Use</b>	<b>Quantity</b>
33-25279.1 (CWR)	Salt Deer Wash, a tributary to Burro Creek	08-20-1973	Stockwatering	NW¼ NE¼ Section 16, T15N R10W	NW¼ NE¼ Section 16, T15N R10W	73,000 gpa (0.22 AFY) <sup>16</sup>
33-43230.1 (CWR)	Negro Ed Springs, a tributary to Burro Creek	02-24-1977	Stockwatering	SE¼ SW¼ NW¼ Section 17, T15N R10W	SE¼ SW¼ NW¼, NE¼ SW¼, Section 17 T15N R10W	109,500 gpa (0.34 AFY)
33-43231.1 (CWR)	Haley Spring, a tributary to Burro Creek	02-24-1977	Stockwatering	SW¼ SW¼ Section 3, T14N R11W	SW¼ SW¼ Section 3, T14N R11W	109,500 gpa (0.34 AFY)
33-43232.1 (CWR)	Burro Creek, a tributary to the Big Sandy River	02-24-1977	Stockwatering	Instream Use	E½ NE¼, SW¼ NE¼, NW¼ SE¼, NE¼ SW¼, SE¼ NW¼, W½ NW¼, Section 13 and E½ NE¼, SW¼ NE¼, NW¼ SE¼, S½ NW¼, SW¼ SW¼, Section 14, T14N R11W	182,500 gpa (0.56 AFY)
33-43233.1 (CWR)	Salt Creek, a tributary to Burro Creek	02-24-1977	Stockwatering	Instream Use	N¼ SW¼, S½ SW¼, Section 10, T15N R10W	109,500 gpa (0.34 AFY)

<sup>16</sup> Storage is limited to 0.734 acre-foot in Deer Mountain Tank.

**XI. BYNER CATTLE CO. STOCKWATERING SURFACE WATER RIGHTS**

ADWR Filing Number	Source	Priority Date	Purpose of Use	Point of Diversion	Place of Use	Quantity
33-43234.1 (CWR)	Burro Creek, a tributary to the Big Sandy River	02-24-1977	Stockwatering	Instream Use	NW¼ NE¼, E½ NW¼, SW¼ NW¼, W½ SW¼ Section 5, NW¼ NW¼ Section 8, E½ NE¼, N½ SE¼, Section 7, NW¼ Section 18, T14N R10W	598,600 gpa (1.84 AFY)
33-43235.1 (CWR)	Boulder Creek, a tributary to Burro Creek	02-24-1977	Stockwatering	Instream Use	NE¼ SE¼, S½ NE¼, S½ NW¼, NW¼ SW¼, Section 25, N½ SE¼, E½ SW¼, SW¼ SW¼ SW¼, Section 26, S½ SE¼, NW¼ SE¼, NE¼ SW¼, S½ NW¼ Section 27, E½ NE¼, NW¼ NE¼ Section 28, T15N R10W	182,500 gpa (0.56 AFY)
33-43236.1 (CWR)	Burro Creek, a tributary to the Big Sandy River	02-24-1977	Stockwatering	Instream Use	SE¼ NE¼, NE¼ SE¼, S½ SE¼, Section 15, NE¼ NE¼, W½ NE¼, SE¼ NW¼, E½ SW¼, SW¼ SW¼ Section 22, N½ NE¼, N½ NW¼, SW¼ NW¼, SW¼ SW¼ Section 28, E½ NE¼, E½ SE¼, SW¼ SE¼, E½ SW¼, SW¼ SW¼, Section 29, N½ NW¼, SE¼ NW¼, NE¼ SW¼, W½ SE¼, Section 32, T15N R10W	594,950 gpa (1.83 AFY)
33-46998.1 (CWR)	Yellow Bluff Wash, a tributary to Cornwall Wash, a tributary to Burro Creek	07-7-1977	Stockwatering	SW¼ NE¼, Section 24, T15N R11W	SW¼ NE¼, Section 24, T15N R11W	91,250 gpa <sup>17</sup> (0.28 AFY)
33-46999.1 (CWR)	Red Knob Wash, a tributary to Burro Creek	07-07-1977	Stockwatering	SW¼ NE¼ Section 27 T15N R11W	SW¼ NE¼ Section 27 T15N R11W	91,250 gpa (0.28 AFY)
33-47000.1 (CWR)	Dead Cow Wash, a tributary to Cornwall Wash, a tributary to Burro Creek	07-07-1977	Stockwatering	SE¼ SE¼ Section 14, T15N R 11W	SE¼ SE¼ Section 14, T15N R 11W	73,000 gpa <sup>18</sup> (0.22 AFY)
33-47001.1 (CWR)	Sycamore Wash, a tributary to Burro Creek	07-07-1977	Stockwatering	SE¼ SW¼, Section 14, T15N R11W	SE¼ SW¼, Section 14, T15N R11W	91,250 gpa <sup>19</sup> (0.28 AFY)
36-65724	Chappo Dam Upper, a tributary to Crow Canyon	Prior to 1898	Stockwatering	NE¼ SW¼ Section 13 T17N R15W	NE¼ SW¼ Section 13 T17N R15W	1,000 gpd (1.12 AFY)
36-65725	Main Chappo Spring, a tributary to Crow Canyon	Prior to 1898	Stockwatering	NE¼ SW¼ Section 13, T17N R15W	NE¼ SW¼ Section 13, T17N R15W	1,000 gpd (1.12 AFY)
36-65726	Rock House Canyon, a tributary to Crow Canyon	Prior to 1898	Stockwatering	SW¼ SW¼ Section 9, T17N R14W	SW¼ SW¼ Section 9, T17N R14W	1,000 gpd (1.12 AFY)
36-65727	Tunnel Goat Camp Canyon, a tributary to Crow Canyon	Prior to 1898	Stockwatering	SW¼ NW¼ Section 23, T17N R14W	SW¼ NW¼ Section 23, T17N R14W	1,000 gpd (1.12 AFY)
36-65728	Copper Basin Wash, a tributary to DeLuge Wash	Prior to 1898	Stockwatering	SW¼ SE¼ Section 19 T17N R14W	SW¼ SE¼ Section 19 T17N R14W	200 gpd (0.22 AFY)
36-65729	Sweeny Water Canyon, a tributary to Crow Canyon	Prior to 1898	Stockwatering	NW¼ NE¼ Section 22 T17N R14W	NW¼ NE¼ Section 22 T17N R14W	200 gpd (0.22 AFY)
36-65730	Goat Camp Spring, a tributary to Crow Canyon	Prior to 1898	Stockwatering	NW¼ SW¼ Section 23 T17N R14W	NW¼ SW¼ Section 23 T17N R14W	1,000 gpd (1.12 AFY)
36-65731	Walnut Spring, a tributary to Pilgram Wash	Prior to 1898	Stockwatering	SW¼ SW¼ Section 6 T17N R14W	SW¼ SW¼ Section 6 T17N R14W	1,000 gpd (1.12 AFY)
36-65732	Yellow Basin, a tributary to DeLuge Wash	Prior to 1898	Stockwatering	SE¼ SW¼ Section 20 T17N R14W	SE¼ SW¼ Section 20 T19N R14W	300 gpd (0.33 AFY)

<sup>17</sup> Storage is limited to 3.7 acre-feet in Yellow Bluff Stockpond.

<sup>18</sup> Storage is limited to 5.5 acre-feet in Dead Cow Stockpond.

<sup>19</sup> Storage is limited to 6.95 acre-feet in Sycamore Stockpond.

**XI. BYNER CATTLE CO. STOCKWATERING SURFACE WATER RIGHTS**

<b>ADWR Filing Number</b>	<b>Source</b>	<b>Priority Date</b>	<b>Purpose of Use</b>	<b>Point of Diversion</b>	<b>Place of Use</b>	<b>Quantity</b>
36-65733	Tin House Wash, a tributary to DeLuge Wash	Prior to 1898	Stockwatering	SE¼ NE¼ Section 30 T17N R14W	SE¼ NE¼ Section 30 T17N R14W	200 gpd (0.22 AFY)
36-65734	Diamond Joe #2 Wash, a tributary to DeLuge Wash	Prior to 1898	Stockwatering	SE¼ SW¼ Section 24 T17N R14W	SE¼ SW¼ Section 24 T17N R14W	200 gpd (0.22 AFY)
36-65735	Dead Horse Canyon, a tributary to Crow Canyon	Prior to 1898	Stockwatering	NW¼ SW¼ Section 3 T17N R14W	NW¼ SW¼ Section 3 T17N R14W	1,000 gpd (1.12 AFY)
36-65736	Pinon Pine Canyon, a tributary to Crow Canyon	Prior to 1898	Stockwatering	SE¼ NW¼ Section 17 T17N R14W	SE¼ NW¼ Section 17 T17N R14W	1,000 gpd (1.12 AFY)
36-65737	Diamond Joe Peak Canyon, a tributary to Crow Canyon	Prior to 1898	Stockwatering	NE¼ NE¼ Section 21 T17N R14W	NE¼ NE¼ Section 21 T17N R14W	150 gpd (0.16 AFY)
36-65738	Spring So of Choppo, a tributary to Crow Canyon	Prior to 1898	Stockwatering	NW¼ NE¼ Section 24, T17N R15W	NW¼ NE¼ Section 24, T17N R15W	200 gpd (0.22 AFY)
36-65739	Ed's Spring, a tributary to Crow Canyon	Prior to 1898	Stockwatering	SE¼ SE¼ Section 8, T17N R14W	SE¼ SE¼ Section 8, T17N R14W	200 gpd (0.22 AFY)
36-65740	Chappo Dam Lower, a tributary to Crow Canyon	Prior to 1898	Stockwatering	NE¼ SW¼ Section 13 T17N R15W	NE¼ SW¼ Section 13 T17N R15W	1,000 gpd (1.12 AFY)
36-65741	Rough Place Spring, a tributary to Crow Canon	Prior to 1898	Stockwatering	SW¼ NE¼ Section 18, T17N R14W	SW¼ NE¼ Section 18, T17N R14W	500 gpd (0.56 AFY)
36-65742	Slick Rock Canyon, a tributary to Crow Canyon	Prior to 1898	Stockwatering	SW¼ NE¼ Section 18 T17N R14W	SW¼ NE¼ Section 18 T17N R14W	1,000 gpd (1.12 AFY)
36-65743	Spring in the Rough Canyon, a tributary to Crow Canyon	Prior to 1898	Stockwatering	SW¼ NW¼ Section 7 T17N R14W	SW¼ NW¼ Section 7 T17N R14W	1,000 gpd (1.12 AFY)
36-66227	Hackberry Spring	07-01-1913	Stockwatering	NW¼ SW¼ Section 10 T16N R14W	NW¼ SW¼ Section 10 T16N R14W	0.28 AFY
36-66228	Willow Spring	05-01-1910	Stockwatering	SE¼ SW¼ Section 1 T16N R15W	SE¼ SW¼ Section 1 T16N R15W	73,000 gpa (0.22 AFY)
36-66229	Montezuma Spring	05-01-1910	Stockwatering	SW¼ SW¼ Section 31 T17N R14W	SW¼ SW¼ Section 31 T17N R14W	127,750 gpa (0.39 AFY)
36-66230	Yellow Jacket Spring	05-01-1910	Stockwatering	SW¼ SW¼ Section 2 T15N R14W	SW¼ SW¼ Section 2 T15N R14W	109,500 gpa (0.33 AFY)
36-66231	Cold Spring	05-01-1910	Stockwatering	NW¼ NE¼ Section 5 T16N R14W	NW¼ NE¼ Section 5 T16N R14W	91,250 gpa (0.28 AFY)
36-66232	Doyle Water Spring	05-01-1910	Stockwatering	SE¼ NW¼ Section 12 T15N R14W	SE¼ NW¼ Section 12 T15N R14W	91,250 gpa (0.28 AFY)
36-66233	Magee Falls	05-01-1910	Stockwatering	SW¼ SW¼ Section 9 T16N R14W	SW¼ SW¼ Section 9 T16N R14W	91,250 gpa (0.28 AFY)
36-66234	Masten Spring	05-01-1910	Stockwatering	SW¼ SE¼ Section 23 T16N R14W	SW¼ SE¼ Section 23 T16N R14W	91,250 gpa (0.28 AFY)
36-66236	Black Willow Spring	05-01-1910	Stockwatering	SW¼ SE¼ Section 4 T17N R12W	SW¼ SE¼ Section 4 T17N R12W	91,250 gpa (0.28 AFY)
36-66237	Pearson Falls	05-01-1910	Stockwatering	NW¼ SW¼ Section 9 T17N R12W	NW¼ SW¼ Section 9 T17N R12W	91,250 gpa (0.28 AFY)
36-66238	Pearson Spring	05-01-1910	Stockwatering	NE¼ SW¼ Section 9 T17N R12W	NE¼ SW¼ Section 9 T17N R12W	91,250 gpa (0.28 AFY)
36-66239	Bluffs Spring	05-01-1910	Stockwatering	NW¼ NW¼ Section 20, T17N R12W	NW¼ NW¼ Section 20, T17N R12W	109,500 gpa (0.33 AFY)
36-66240	Ledge Spring	05-01-1910	Stockwatering	SW¼ SE¼ Section 16 T17N R12W	SW¼ SE¼ Section 16 T17N R12W	109,500 gpa (0.33 AFY)
36-66241	Tule Spring No. 1	05-01-1910	Stockwatering	NW¼ NW¼ Section 22 T17N R12W	NW¼ NW¼ Section 22 T17N R12W	91,250 gpa (0.28 AFY)

**XI. BYNER CATTLE CO. STOCKWATERING SURFACE WATER RIGHTS**

<b>ADWR Filing Number</b>	<b>Source</b>	<b>Priority Date</b>	<b>Purpose of Use</b>	<b>Point of Diversion</b>	<b>Place of Use</b>	<b>Quantity</b>
36-66242	Tule Spring No. 2	05-01-1910	Stockwatering	NW¼ NW¼ Section 22 T17N R12W	NW¼ NW¼ Section 22 T17N R12W	109,500 gpa (0.33 AFY)
36-66243	Mesquite Spring	05-01-1910	Stockwatering	SE¼ SW¼ Section 32 T17N R12W	SE¼ SW¼ Section 32 T17N R12W	109,500 gpa (0.33 AFY)
36-66244	Burro Spring	05-01-1910	Stockwatering	NE¼ SE¼ Section 24 T16.5N R13W	NE¼ SE¼ Section 24 T16.5N R13W	91,250 gpa (0.28 AFY)
36-66245	Hackberry Spring	05-01-1910	Stockwatering	NE¼ NE¼ Section 19 T16.5N R12W	NE¼ NE¼ Section 19 T16.5N R12W	109,500 gpa (0.33 AFY)
36-66246	Hackberry Spring No. 2	05-01-1910	Stockwatering	SW¼ SW¼ Section 34 T17N R12W	SW¼ SW¼ Section 34 T17N R12W	91,250 gpa (0.28 AFY)
36-66247	Lower Bull Canyon Spring	05-01-1910	Stockwatering	NW¼ NW¼ Section 28 T16.5N R12W	NW¼ NW¼ Section 28 T16.5N R12W	109,500 gpa (0.33 AFY)
36-66248	Boner Canyon	05-01-1910	Stockwatering	NE¼ SE¼ Section 5 T16N R12W	NE¼ SE¼ Section 5 T16N R12W	91,250 gpa (0.28 AFY)
36-66249	Deluge Box	05-01-1910	Stockwatering	NE¼ SE¼ Section 28 T17N R14W	NE¼ SE¼ Section 28 T17N R14W	91,250 gpa (0.28 AFY)
36-66250	American Spring	05-01-1910	Stockwatering	NW¼ SW¼ Section 29 T17N R14W	NW¼ SW¼ Section 29 T17N R14W	91,250 gpa (0.28 AFY)
36-66251	Lower Water in Berkley	05-01-1910	Stockwatering	NE¼ NE¼ Section 36 T17N R15W	NE¼ NE¼ Section 36 T17N R15W	91,250 gpa (0.28 AFY)
36-66252	Berkley Box Water	05-01-1910	Stockwatering	NW¼ NE¼ Section 36 T17N R15W	NW¼ NE¼ Section 36 T17N R15W	73,000 gpa (0.22 AFY)
36-66253	Berkley Trap Water	05-01-1910	Stockwatering	NE¼ NW¼ Section 36 T17N R15W	NE¼ NW¼ Section 36 T17N R15W	146,000 gpa (0.45 AFY)
36-66254	Brown Spring	05-01-1910	Stockwatering	NW¼ SW¼ Section 36 T17N R15W	NW¼ SW¼ Section 36 T17N R15W	109,500 gpa (0.33 AFY)
36-66255	Berkley Spring	05-01-1910	Stockwatering	NW¼ NW¼ Section 26 T17N R15W	NW¼ NW¼ Section 26 T17N R15W	91,250 gpa (0.28 AFY)
36-66256	Grapevine Spring No. 2	05-01-1910	Stockwatering	SE¼ SW¼ Section 34, T17N R15W	SE¼ SW¼ Section 34, T17N R15W	91,250 gpa (0.28 AFY)
36-66257	Cherry Spring	05-01-1910	Stockwatering	NE¼ NE¼ Section 20 T16.5N R15W	NE¼ NE¼ Section 20 T16.5N R15W	91,250 gpa (0.28 AFY)
36-66258	Yellow Basin Water	05-01-1910	Stockwatering	SW¼ NW¼ Section 21 T16.5N R15W	SW¼ NW¼ Section 21 T16.5N R15W	91,250 gpa (0.28 AFY)
36-66259	Lee's Spring	05-01-1910	Stockwatering	NW¼ SW¼ Section 22 T16.5N R15W	NW¼ SW¼ Section 22 T16.5N R15W	73,000 gpa (0.22 AFY)
36-66260	Little Seep Spring	05-01-1910	Stockwatering	SE¼ NE¼ Section 21 T16.5N R14W	SE¼ NE¼ Section 21 T16.5N R14W	75,000 gpa (0.23 AFY)
36-66261	Right Hand Canyon	05-01-1910	Stockwatering	NE¼ NW¼ Section 33 T16.5N R15W	NE¼ NW¼ Section 33 T16.5N R15W	91,250 gpa (0.28 AFY)
36-66262	Big Johnnie Spring	05-01-1910	Stockwatering	SE¼ NE¼ Section 33 T16.5N R15W	SE¼ NE¼ Section 33 T16.5N R15W	91,250 gpa (0.28 AFY)
36-66263	Little Joe Spring	05-01-1910	Stockwatering	SE¼ SE¼ Section 27 T16.5N R15W	SE¼ SE¼ Section 27 T16.5N R15W	91,250 gpa (0.28 AFY)
36-66264	Bob Lowe Tunnel	05-01-1910	Stockwatering	SE¼ SW¼ Section 35 T16.5N R15W	SE¼ SW¼ Section 35 T16.5N R15W	91,250 gpa (0.28 AFY)
36-66265	Matt Carr Spring	05-01-1910	Stockwatering	SE¼ NE¼ Section 34 T16.5N R15W	SE¼ NE¼ Section 34 T16.5N R15W	73,000 gpa (0.22 AFY)
36-66266	Delgado Spring	05-01-1910	Stockwatering	NE¼ SW¼ Section 2 T16N R15W	NE¼ SW¼ Section 2 T16N R15W	73,000 gpa (0.22 AFY)

**XI. BYNER CATTLE CO. STOCKWATERING SURFACE WATER RIGHTS**

<b>ADWR Filing Number</b>	<b>Source</b>	<b>Priority Date</b>	<b>Purpose of Use</b>	<b>Point of Diversion</b>	<b>Place of Use</b>	<b>Quantity</b>
36-66267	Frisco Water	05-01-1910	Stockwatering	SE¼ SE¼ Section 3 T16N R15W	SE¼ SE¼ Section 3 T16N R15W	127,750 gpa (0.39 AFY)
36-66268	Middle Water at Frisco	05-01-1910	Stockwatering	SW¼ SE¼ Section 3 T16N R15W	SW¼ SE¼ Section 3 T16N R15W	91,250 gpa (0.28 AFY)
36-66269	Upper Water at Frisco	05-01-1910	Stockwatering	SW¼ SW¼ Section 3 T16N R15W	SW¼ SW¼ Section 3 T16N R15W	91,250 gpa (0.28 AFY)
36-66270	Little Cold Springs	05-01-1910	Stockwatering	SW¼ NE¼ Section 10 T16N R15W	SW¼ NE¼ Section 10 T16N R15W	91,250 gpa (0.28 AFY)
36-66271	Grapevine Spring	05-01-1910	Stockwatering	NW¼ NW¼ Section 32 T17N R14W	NW¼ NW¼ Section 32 T17N R14W	91,250 gpa (0.28 AFY)
36-66272	Black Willow	05-01-1910	Stockwatering	SW¼ SE¼ Section 32 T17N R14W	SW¼ SE¼ Section 32 T17N R14W	109,500 gpa (0.33 AFY)
36-66273	Twin Springs	05-01-1910	Stockwatering	SW¼ NE¼ Section 33 T17N R14W	SW¼ NE¼ Section 33 T17N R14W	109,500 gpa (0.33 AFY)
36-66274	Big Granite	05-01-1910	Stockwatering	NE¼ SW¼ Section 27 T17N R14W	NE¼ SW¼ Section 27 T17N R14W	91,250 gpa (0.28 AFY)
36-66275	Venture Water	05-01-1910	Stockwatering	SW¼ SW¼ Section 26 T17N R14W	SW¼ SW¼ Section 26 T17N R14W	109,500 gpa (0.33 AFY)
36-66276	Black Rock Spring	05-01-1910	Stockwatering	SE¼ SE¼ Section 35 T17N R14W	SE¼ SE¼ Section 35 T17N R14W	75,000 gpa (0.23 AFY)
36-66277	Caves Spring	05-01-1910	Stockwatering	NE¼ NE¼ Section 29 T16.5N R14W	NE¼ NE¼ Section 29 T16.5N R14W	91,250 gpa (0.28 AFY)
36-66278	Gunsight Mine	05-01-1910	Stockwatering	NW¼ NE¼ Section 29 T16.5N R14W	NW¼ NE¼ Section 29 T16.5N R14W	91,250 gpa (0.28 AFY)
36-66279	Gunsight	05-01-1910	Stockwatering	SW¼ NE¼ Section 30 T16.5N R14W	SW¼ NE¼ Section 30 T16.5N R14W	91,250 gpa (0.28 AFY)
36-66280	Little Cottonwood Spring	05-01-1910	Stockwatering	SE¼ NW¼ Section 30 T16.5N R14W	SE¼ NW¼ Section 30 T16.5N R14W	91,250 gpa (0.28 AFY)
36-66281	Rock Corral	05-01-1910	Stockwatering	NE¼ SE¼ Section 36 T16.5N R15W	NE¼ SE¼ Section 36 T16.5N R15W	91,250 gpa (0.28 AFY)
36-66282	Little Spring	05-01-1910	Stockwatering	NE¼ NE¼ Section 4 T16N R14W	NE¼ NE¼ Section 4 T16N R14W	109,500 gpa (0.33 AFY)
36-66283	Lower Tompkins Spring	05-01-1910	Stockwatering	SE¼ NW¼ Section 32 T16.5N R14W	SE¼ NW¼ Section 32 T16.5N R14W	127,750 gpa (0.39 AFY)
36-66284	Old Mill	05-01-1910	Stockwatering	SE¼ SE¼ Section 26 T16.5N R15W	SE¼ SE¼ Section 26 T16.5N R15W	150,000 gpa (0.46 AFY)
36-66285	Queen Tunnel	05-01-1910	Stockwatering	NW¼ NE¼ Section 26 T16.5N R15W	NW¼ NE¼ Section 26 T16.5N R15W	150,000 gpa (0.46 AFY)
36-66286	Blue Mud Spring	05-01-1910	Stockwatering	NW¼ SW¼ Section 4 T17N R12W	NW¼ NE¼ Section 8 T17N R12W	109,500 gpa (0.33 AFY)
36-66287	Mulley Spring	05-01-1910	Stockwatering	NE¼ SE¼ Section 33 T17N R12W	NW¼ SW¼ Section 33 T17N R12W	75,000 gpa (0.23 AFY)
36-66288	Cowboy Spring	07-01-1913	Stockwatering	NE¼ SE¼ Section 9 T16N R14W	NW¼ NE¼ Section 15 T16N R14W	91,250 gpa (0.28 AFY)
36-66290	Hollas Spring	06-01-1900	Stockwatering	NW ¼ SW¼ Section 13 T18N R13W	NW ¼ SW¼ Section 13 T18N R13W	109,500 gpa (0.33 AFY)
36-66291	Butcher Corral Spring	05-05-1910	Stockwatering	SE¼ SW¼ Section 16 T16N R14W	SE¼ SW¼ Section 16 T16N R14W	109,500 gpa (0.33 AFY)
36-80389	McLure Spring	04-01-1910	Stockwatering	NE¼ NW¼ Section 17 T16N R13W	NE¼ NW¼ Section 17 T16N R13W	109,500 gpa (0.33 AFY)

**XI. BYNER CATTLE CO. STOCKWATERING SURFACE WATER RIGHTS**

<b>ADWR Filing Number</b>	<b>Source</b>	<b>Priority Date</b>	<b>Purpose of Use</b>	<b>Point of Diversion</b>	<b>Place of Use</b>	<b>Quantity</b>
36-80390	Quail Spring	03-10-1907	Stockwatering	SE¼ NE¼ Section 17 T16N R14W	SE¼ NE¼ Section 17 T16N R14W	91,250 gpa (0.28 AFY)
36-80391	Upper Bronco Spring	03-10-1907	Stockwatering	SW¼ SW¼ Section 36 T16N R14W	SW¼ SW¼ Section 36 T16N R14W	109,500 gpa (0.33 AFY)
36-80392	Horse Camp Spring	03-10-1907	Stockwatering	SE¼ NE¼ Section 33 T16N R14W	SE¼ NE¼ Section 33 T16N R14W	109,500 gpa (0.33 AFY)
36-80393	Alkali Spring	04-01-1910	Stockwatering	NE¼ NE¼ Section 27 T18N R13W	SE¼ NE¼ Section 27 T18N R13W	75,000 gpa (0.23 AFY)
36-80394	No. 8 Spring	04-01-1910	Stockwatering	NE¼ NE¼ Section 8 T18N R12W	NE¼ NE¼ Section 8 T18N R12W	96,500 gpa (0.29 AFY)
36-80395	Old Ranch Spring	03-10-1907	Stockwatering	SW¼ SE¼ Section 12 T16N R15W	SW¼ SE¼ Section 12 T16N R15W	127,750 gpa (0.39 AFY)
38-66225	Mclure Wash	03-12-1959	Stockwatering	NW¼ SE¼ Section 18 T16N R13W	NW¼ SE¼ Section 18 T16N R13W	130,000 gpa (0.4 AFY) <sup>20</sup>
38-66226	Foothill Wash	05-20-1956	Stockwatering	SW¼ NE¼ Section 5 T17N R13W	SE¼ NE¼ Section 5 T17N R13W	10,000 gpa (0.03 AFY) <sup>21</sup>
33-41440.2 (CWR)	Grayback Spring, a tributary to Burro Creek	12-06-1976	Stockwatering	NW¼ NE¼ NE¼ Section 13 T14N R10W	NW¼ NE¼ NE¼ Section 13 T14N R10W	87,600 gpa (0.27 AFY)
33-94864.0 (Permit)	Torri II Spring, a tributary to the Santa Maria River	10-23-1989	Stockwatering	SW¼ SE¼ Section 31 T14.5N R8W	SW¼ SE¼ Section 31 T14.5N R8W	219,000 gpa (0.67 AFY)
<b>TOTAL</b>						<b>71.85 AFY Stockwatering</b>

<sup>20</sup> Storage of 4.8 acre-feet in Mclure Tank.

<sup>21</sup> Storage of 3.5 acre-feet in Small Tank.

**XII. YOLO RANCH SURFACE WATER RIGHTS**

ADWR Filing Number	Source	Priority Date	Purpose of Use	Point of Diversion	Place of Use	Quantity <sup>22</sup>
CWR 5 (3R-44.1)	Unnamed wash, a tributary to Wilder Creek	12-21-1920	Stockwatering	S½ SE¼ NE¼, N½ SE¼ NE¼, Section 25, T16N R8W	S½ SE¼ NE¼, N½ SE¼ NE¼, Section 25, T16N R8W	8.26 AFY <sup>23</sup>
CWR 453 (3R-392.4)	Conger Wash, a tributary to Wilder Creek	10-14-1930	Stockwatering	NW¼ SE¼, Section 19, T16N R8W	NW¼ SE¼, Section 19, T16N R8W	18.0 AFY <sup>24</sup>
CWR 3252 (3R-1996.1)	Billy Gulch, a tributary to Big Shipp Wash, a tributary to Sycamore Creek	06-06-1960	Stockwatering	NE¼ SE¼, Section 31 T15N R7W	NE¼ SE¼, Section 31 T15N R7W	0.6 AFY <sup>25</sup> (50,000 gpa)
CWR 3336 (3R-2592.4)	Loco Creek, a tributary to Sycamore Creek	04-11-1967	Stockwatering	NW¼ SW¼ Section 4 T15N R7W	NW¼ SW¼ Section 4 T15N R7W	202,500 gpa (0.62 AFY) <sup>26</sup>
CWR 3337 (3R-2593.4)	Loco Creek, a tributary to Sycamore Creek	04-11-1967	Stockwatering	NW¼ SE¼ Section 4 T15N R7W	NW¼ SE¼ Section 4 T15N R7W	202,500 gpa (0.62 AFY) <sup>27</sup>
CWR 3338 (3R-2594.4)	Pine Creek, a tributary to Burro Creek	04-11-1967	Stockwatering	NW¼ SE¼ Section 4 T16N R7W	NW¼ SE¼ Section 4 T16N R7W	120,000 gpa (0.37 AFY) <sup>28</sup>
CWR 3339 (3R-2595.4)	Wilder Creek, a tributary to Boulder Creek	04-11-1967	Stockwatering	SW¼ NW¼ Section 11 T15N R8W	SW¼ NW¼ Section 11 T15N R8W	547,000 gpa (1.68 AFY) <sup>29</sup>
CWR 3340 (3R-2596.4)	Loco Creek, a tributary to Sycamore Creek	04-11-1967	Stockwatering	NW¼ NE¼ Section 22 T15N R7W	NW¼ NE¼ Section 22 T15N R7W	547,000 gpa (1.68 AFY) <sup>30</sup>
CWR 3342 (3R-2598.4)	Zana Canyon, a tributary to Burro Creek	04-11-1967	Stockwatering	NW¼ NE¼ Section 32, T16 R9W	NW¼ NE¼ Section 32, T16 R9W	600,000 gpa (1.84 AFY) <sup>31</sup>
CWR 3343	Boulder Creek, a tributary to Burro Creek	04-11-1967	Stockwatering	NW¼ NE¼ Section 14	NW¼ NE¼ Section 14 T16N R7W	105,000 gpa

<sup>22</sup> Quantity in parentheses is total for water right or claim in acre-feet per annum.

<sup>23</sup> Storage is limited to 8.26 acre-feet in Lower Corral Tank.

<sup>24</sup> Storage is limited to 18.0 acre-feet in Conger Dam Reservoir.

<sup>25</sup> Stored in Art Pond.

<sup>26</sup> Storage is limited to 1.5 acre fee in Upper Anderson Dam.

<sup>27</sup> Storage is limited to 2.0 acre feet in Lower Anderson Dam

<sup>28</sup> Storage is limited to 4.0 acre feet in Bar 37 Dam.

<sup>29</sup> Storage is limited to 4.0 acre feet stored in Behm Dam.

<sup>30</sup> Storage is limited to 10 acre feet Blue Water Dam.

<sup>31</sup> Storage is limited to 2.5 acre feet in Bozarth Dam.



**XII. YOLO RANCH SURFACE WATER RIGHTS**

ADWR Filing Number	Source	Priority Date	Purpose of Use	Point of Diversion	Place of Use	Quantity <sup>22</sup>
(3R-2599.4)				T16N R7W		(0.32 AFY) <sup>32</sup>
CWR 3344 (3R-2600.4)	Contreras Wash, a tributary to Boulder Creek	04-11-1967	Stockwatering	NW¼ SE¼ Section 11 T15N R9W	NW¼ SE¼ Section 11 T15N R9W	360,000 gpa (1.10 AFY) <sup>33</sup>
CWR 3346 (3R-2602.4)	Wilder Creek, tributary to Boulder Creek	04-11-1967	Stockwatering	SW¼ NW¼ Section 17 T15N R9W	SW¼ NW¼ Section 17 T15N R9W	540,000 gpa (1.66 AFY) <sup>34</sup>
CWR 3347 (3R-2603.4)	Wilder Creek, a tributary to Boulder Creek	04-11-1967	Stockwatering	SE¼ NE¼ Section 7 T15N R8W	SE¼ NE¼ Section 7 T15N R8W	365,000 gpa (1.12 AFY) <sup>35</sup>
CWR 3348 (3R-2604.4)	Conger Creek, a tributary to Burro Creek	04-11-1967	Stockwatering	SW¼ NE¼ Section 27 T16N R8W	SW¼ NE¼ Section 27 T16N R8W	365,000 gpa (1.12 AFY) <sup>36</sup>
CWR 3349 (3R-2605.4)	Wilder Creek, a tributary to Burro Creek	05-11-1967	Stockwatering	NW¼ NE¼ Section 19 and SW ¼ SE ¼ Section 18, all in T16N R7W	NW¼ NE¼ Section 19 and SW ¼ SE ¼ Section 18, all in T16N R7W	405,000 gpa (1.24 AFY) <sup>37</sup>
CWR 3351 (3R-2607.4)	Boulder Creek, a tributary to Burro Creek	04-11-1967	Stockwatering	SE¼ SW¼ Section 17 T16N R7W	SE¼ SW¼ Section 17 T16N R7W	108,000 gpa (0.33 AFY) <sup>38</sup>
CWR 3352 (3R-2608.4)	Stone Corral Canyon, a tributary to Boulder Creek	04-11-1967	Stockwatering	SE¼ SW¼ Section 29 T16N R8W	SE¼ SW¼ Section 29 T16N R8W	547,000 gpa (1.67 AFY) <sup>39</sup>
CWR 3357 (3R-2613.4)	Wilder Creek, a tributary to Boulder Creek	04-11-1967	Stockwatering	SW¼ SW¼ Section 36 T16N R8W	SW¼ SW¼ Section 36 T16N R8W	275,000 gpa (0.84 AFY) <sup>40</sup>
CWR 3356 (3R-2612.3)	Boulder Creek, a tributary to Burro Creek	04-11-1967	Domestic Irrigation Stockwatering	NE¼ SW¼ Section 18 T15N R7W	NE¼ SW¼ , Section 18 T15N R7W	150,000 gpa 0.5 AFY 180,000 gpa (1.51 AFY) <sup>41</sup>
CWR 3358 (3R-2614.4)	Zana Canyon, a tributary to Burro Creek	April 11, 1967	Stockwatering	NE¼ SE¼ Section 28 T16N R9W	NE¼ SE¼ Section 28, T16N R9W	365,000 gpa (1.12 AFY) <sup>42</sup>
CWR 3359 (3R-2615.4)	Loco Creek, a tributary to Sycamore Creek	April 11, 1967	Stockwatering	NW¼ SW¼ Section 24 T15N R7W	NW¼ SW¼ Section 24 T15N R7W	180,000 gpa (0.55 AFY) <sup>43</sup>
CWR 3360 (3R-2616.4)	Wilder Creek, a tributary to Boulder Creek	04-11-1967	Stockwatering	SE¼ NW¼ Section 34 T16N R8W	SE¼ NW¼ Section 34 T16N R8W	240,000 gpa (0.74 AFY) <sup>44</sup>
CWR 4140 (3R-2617.4)	Boulder Creek, a tributary to Burro Creek	04-11-1967	Stockwatering Irrigation Domestic	SW¼ SE¼ Section 2 T16N R7W	SW¼ SE¼ Section 2 T16N R7W	50,000 gpa 73,316 gpa 273,316 gpa (1.22 AFY) <sup>45</sup>
CWR 3361 (3R-2618.4)	Stubbs Gulch, a tributary to Boulder Creek	04-11-1967	Stockwatering	SE¼ NW¼ Section 29 T16N R7W	SE¼ NW¼ Section 29 T16N R7W	90,000 gpa (0.28 AFY) <sup>46</sup>

<sup>32</sup> Storage is limited to 4.0 acre feet in Canyon Pasture Dam.

<sup>33</sup> Storage is limited to 5.0 acre feet in Contreras Tank.

<sup>34</sup> Storage is limited to 2.5 acre feet in Dry tank

<sup>35</sup> Storage is limited to 8.0 acre feet in Ethel Wack Tank.

<sup>36</sup> Storage is limited to 8.0 acre feet in Hardy Schell Dam.

<sup>37</sup> Storage is limited to 4.0 acre feet in Harmon Dam.

<sup>38</sup> Storage is limited to 5.0 acre feet in Horsea Dam.

<sup>39</sup> Storage is limited to 10.1 acre feet in Lang Tank.

<sup>40</sup> Storage is limited to 6.0 acre feet in Strojost Dam.

<sup>41</sup> Storage is limited to 3.0 acre feet in Slim's Tank.

<sup>42</sup> Storage is limited to 7.0 acre feet in Tod Reese Tank.

<sup>43</sup> Storage is limited to 4.0 acre feet in Wallace Water Tank.

<sup>44</sup> Storage is limited to 2.0 acre feet in Windy Ridge Dam.

<sup>45</sup> Storage is limited to 1.0 acre feet in Yolo Headquarters Pond.

<sup>46</sup> Storage is limited to 0.5 acre feet in Stubbs Tank.

**XII. YOLO RANCH SURFACE WATER RIGHTS**

<b>ADWR Filing Number</b>	<b>Source</b>	<b>Priority Date</b>	<b>Purpose of Use</b>	<b>Point of Diversion</b>	<b>Place of Use</b>	<b>Quantity<sup>22</sup></b>
CWR 155 (4A-519.1)	Cypress Spring, a tributary to Cypress Mountain	11-28-1924	Stockwatering	NE¼ SE¼ Section 29 T15N R7W	NE¼ SE¼ Section 29 T15N R7W	0.5 cfs (362 AFY)
CWR 597 (4A-1513.4)	Willow Spring, tributary to Sycamore Creek, a tributary to the Bill Williams River	05-29-1934	Stockwatering	NW¼ NW¼ Section 33 T15N R7W	NW¼ NW¼ Section 33 T15N R7W	1,051,200 gpa (3.23 AFY)
CWR 599 (4A-1560.4)	Wilder Creek No. 1 Water, a tributary to Boulder Creek	10-30-1934	Stockwatering	NW¼ NE¼ Section 9 T15N R9W	NW¼ NE¼ Section 9 T15N R9W	1,095,000 gpa (3.36 AFY)
CWR 600 (4A-1561.1)	Stone Corral Canyon No. 1 Water, Stone Corral Canyon No. 2 Water, and Stone Corral Canyon No. 3 Water, tributary to Boulder Creek	10-30-1934	Stockwatering	SW ¼ SE ¼ Section 23, NE¼ NW¼ Section 26, NW ¼ SW ¼ Section 26, all within T16N R9W	SW ¼ SE ¼ Section 23, NE¼ NW¼ Section 26, NW ¼ SW ¼ Section 26, all within T16N R9W	3,285,000 gpa (10.08 AFY)
CWR 601 (4A-1562.4)	Spring Canyon Spring, a tributary to Boulder Creek	10-30-1934	Stockwatering	NW¼ SE¼ Section 6 T15N R9W	NW¼ SE¼ Section 6 T15N R9W	1,095,000 gpa (3.36 AFY)
CWR 1334 (4A-2586.3)	Boulder Creek, a tributary to Burro Creek	07-16-1942	Stockwatering	SE¼ SE¼ Section 1 T15N R8W	SE¼ SE¼ Section 1 T15N R8W	78,000 gpa (0.24 AFY)
33-94223 (Permit)	Unnamed Draw, a tributary to Burro Creek	03-07-1988	Stockwatering	SE¼ NE¼ Section 8 T16N R9W	SE¼ NE¼ Section 8 T16N R9W	1,095,000 gpa (3.36 AFY) <sup>47</sup>
33-94225 (Permit)	Unnamed Draw, tributary to Burro Creek	03-07-1988	Stockwatering	NE¼ NW¼ Section 24 T16N R9W	NE¼ NW¼ Section 24 T16N R9W	438,000 gpa (1.34 AFY) <sup>48</sup>
33-94226 (Permit)	Unnamed Draw, tributary to Burro Creek	03-07-1988	Stockwatering	NE¼ SE¼ Section 36 T16N R9W	NE¼ SE¼ Section 36 T16N R9W	438,000 gpa (1.34 AFY) <sup>49</sup>
33-94229 (Permit)	Unnamed Draw, tributary to Burro Creek	03-07-1988	Stockwatering	SE¼ SE¼ Section 13 T15N R9W	SE¼ SE¼ Section 13 T15N R9W	131,400 gpa (0.4 AFY) <sup>50</sup>
33-94230 (Permit)	Unnamed Draw, a tributary to Burro Creek	03-07-1988	Stockwatering	SE¼ SE¼ Section 13 T15N R9W	SE¼ SE¼ Section 13 T15N R9W	131,400 gpa (0.4 AFY) <sup>51</sup>
33-58968 (CWR)	Wilder Creek	01-11-1978	Stockwatering	NW¼ SW¼ Section 10 T15N R9W	NW¼ SW¼ Section 10 T15N R9W	179,218 gpa (0.55 AFY) <sup>52</sup>
36-27126.2	Anderson Spring	1-1-1917	Stockwatering	SE¼ SE¼ Section 8 T15N R7W	SE¼ SE¼ Section 8 T15N R7W	0.17 AFY
36-27127.2	Boundary Spring	1-1-1917	Stockwatering	NW¼ SE¼ Section 13 T15N R7W	NW¼ SE¼ Section 13 T15N R7W	0.17 AFY
36-27128.2	Basin Spring	1-1-1917	Stockwatering	SE¼ NE¼ Section 27 T14.5N R7W	SE¼ NE¼ Section 27 T14.5N R7W	0.28 AFY
36-27129.3	Loco Pool Spring	1-1-1917	Stockwatering	NE¼ SW¼ Section 19 T15N R7W	NE¼ SW¼ Section 19 T15N R7W	0.17 AFY
36-27130.3	Laurel Spring	1-1-1917	Stockwatering	SE¼ SE¼ Section 18 T15N R7W	SE¼ SE¼ Section 18 T15N R7W	0.17 AFY
36-27131.2	Laurel Spring	1-1-1917	Stockwatering	NW¼ NW¼ Section 15 T15N R7W	NW¼ NW¼ Section 15 T15N R7W	0.17 AFY
36-27132.3	Jackass Spring	1-1-1917	Stockwatering	SW¼ NW¼ Section 13 T15N R7W	SW¼ NW¼ Section 13 T15N R7W	0.17 AFY
36-27133.2	Deer Spring	1-1-1917	Stockwatering	SW¼ SW¼ Section 25 T15N R7W	SW¼ SW¼ Section 25 T15N R7W	0.34 AFY

<sup>47</sup> Storage limited to 4.0 acre feet in Black Point Tank.

<sup>48</sup> Storage limited to 2.0 acre feet in Wilder Point Tank.

<sup>49</sup> Storage limited to 1.0 acre feet in Dave's Pond #1.

<sup>50</sup> Storage limited to 0.5 acre feet in Urie Basin #1.

<sup>51</sup> Storage limited to 0.5 acre feet in Urie Basin Tank #2.

<sup>52</sup> Storage limited to 2.5 acre feet in unnamed reservoir.

**XII. YOLO RANCH SURFACE WATER RIGHTS**

<b>ADWR Filing Number</b>	<b>Source</b>	<b>Priority Date</b>	<b>Purpose of Use</b>	<b>Point of Diversion</b>	<b>Place of Use</b>	<b>Quantity<sup>22</sup></b>
36-27134.2	Connell Seep	1-1-1917	Stockwatering	NE¼ SW¼ Section 12 T16N R7W	NE¼ SW¼ Section 12 T16N R7W	0.17 AFY
36-27135.2	Loco Spring	1-1-1917	Stockwatering	SE¼ SW¼ Section 13 T15N R7W	SE¼ SW¼ Section 13 T15N R7W	0.17 AFY
36-27136.3	Lower Laurel Spring, a tributary to Loco Creek	1917 or prior	Stockwatering	SE¼ NE¼ Section 36 T15N R7W	SE¼ NE¼ Section 36 T15N R7W	0.38 AFY
36-27137.3	Burns Spring aka Grapevine Spring, tributary to Scotts Basin	10-25-1915 or prior	Stockwatering	NW¼ NW¼ Section 29 T14.5N R7W	NW¼ NW¼ Section 29 T14.5N R7W	0.33 AFY
36-27138.2	Cottonwood Spring	11-22-1916	Stockwatering	NE¼ SW¼ Section 28 T14.5N R7W	NE¼ SW¼ Section 28 T14.5N R7W	0.33 AFY
36-27139.2	Hot Spring	07-11-1907	Stockwatering	SW¼ NW¼ Section 12 T15N R9W	SW¼ NW¼ Section 12 T15N R9W	0.67 AFY
36-27140.2	Sheep Camp # 2 Spring	10-25-1915	Stockwatering	SE¼ NW¼ Section 26 T14.5N R7W	SE¼ NW¼ Section 26 T14.5N R7W	0.28 AFY
36-27141.2	Wild Horse Spring aka Wilder Spring #3	04-27-1907	Stockwatering	SW¼ NE¼ Section 9 T15N R8W	SW¼ NE¼ Section 9 T15N R8W	0.33 AFY
36-27142.2	Stone Corral Canyon, a tributary to Boulder Creek	07-01-1907	Stockwatering	NW¼ SW¼ Section 24 T16N R9W	NW¼ SW¼ Section 24 T16N R9W	0.33 AFY
36-27143.2	Brushy Basin Spring aka Willow Spring	10-07-1917	Stockwatering	NW¼ NW¼ Section 33 T15N R7W	NW¼ NW¼ Section 33 T15N R7W	0.5 AFY
36-27144.2	Urey Spring	07-11-1907	Stockwatering	NW¼ NE¼ Section 14 T15N R9W	NW¼ NE¼ Section 14 T15N R9W	0.67 AFY
36-27145.3	Boulder Creek	02-01-1878 or prior	Domestic Irrigation Stockwatering	SW¼ SE¼ Section 2 T16N R7W	SW¼ SE¼, NW¼ SE¼ Section 2 T16N R7W	1.0 AFY 87.5 AFY 12 AFY
36-27146.3	Boulder Creek	02-01-1878 or prior	Domestic Irrigation Stockwatering	SW¼ SE¼ Section 2 T16N R7W	SW¼ SE¼, NW¼ SE¼ Section 2 T16N R7W	1.0 AFY 87.5 AFY 0.4 AFY
36-27148.2	Mud Spring #2	1-1-1917	Stockwatering	SW¼ SW¼ Section 23 T15N R7W	SW¼ SW¼ Section 23 T15N R7W	0.17 AFY
36-27149.3	Mud Spring #3, a tributary to Sycamore Creek	1917 or prior	Stockwatering	SW¼ SW¼ Section 35 T15N R7W	SW¼ SW¼ Section 35 T15N R7W	0.34 AFY
36-27150.3	Moonshine Springs #3, a tributary to Moon Shine Canyon	1917 or prior	Stockwatering	SE¼ NW¼ Section 17 T15N R6W	SE¼ NW¼ Section 17 T15N R6W	0.17 AFY
36-27151.3	Moonshine Springs #2, a tributary to Moonshine Canyon	1917 or prior	Stockwatering	SW¼ SW¼ Section 8 T15N R6W	SW¼ SW¼ Section 8 T15N R6W	0.17 AFY
36-27152.1	Moonshine Springs #1	1-1-1917	Stockwatering	SE¼ NW¼ Section 12 T15N R7W	SE¼ NW¼ Section 12 T15N R7W	0.17 AFY
36-27153.2	North Springs	1-1-1917	Stockwatering	SW¼ SE¼ Section 23 T14.5N R7W	SW¼ SE¼ Section 23 T14.5N R7W	0.28 AFY
36-27154.2	Poplar Spring, a tributary to Cottonwood Canyon	1917 or prior	Stockwatering	NE¼ SW¼ Section 20 T15N R6W	NE¼ SW¼ Section 20 T15N R6W	0.17 AFY
36-27155.2	Quail Spring	1-1-1917	Stockwatering	NW¼ SE¼ Section 27 T14.5N R7W	NW¼ SE¼ Section 27 T14.5N R7W	0.28 AFY
36-27156.2	Quien Sabe Springs	1-1-1917	Stockwatering	SE¼ SW¼ Section 9 T15N R7W	SE¼ SW¼ Section 9 T15N R7W	0.17 AFY
36-27157.2	Whiterock Spring	1-1-1917	Stockwatering	NE¼ NE¼ Section 26 T15N R7W	NE¼ NE¼ Section 26 T15N R7W	0.34 AFY
36-27158.2	Yolo Cabin Spring	1-1-1917	Stockwatering	NW¼ SW¼ Section 26 T14.5N R7W	NW¼ SW¼ Section 26 T14.5N R7W	0.28 AFY
36-27159.3	Grapevine Spring aka Burns Spring,	6-1-1901 or	Stockwatering	NE¼ SE¼ Section 29	NE¼ SE¼ Section 29 T14.5N R7W	0.33 AFY

**XII. YOLO RANCH SURFACE WATER RIGHTS**

ADWR Filing Number	Source	Priority Date	Purpose of Use	Point of Diversion	Place of Use	Quantity <sup>22</sup>
36-27160.3	a tributary to Big Shipp Wash Wilder Spring #2, a tributary of Wilder Creek	prior 6-15-1907 or prior	Stockwatering	T14.5N R7W NW¼ SW¼ Section 5 T15N R8W	NW¼ SW¼ Section 5 T15N R8W	0.5 AFY
36-28794.2	Conger Water Spring	1-1-1917	Stockwatering	NE¼ SE¼ Section 36 T16N R7W	NE¼ SE¼ Section 36 T16N R7W	0.50 AFY
36-28795.2	Bull Pasture Spring	1-1-1917	Stockwatering	NW¼ NE¼ Section 23 T14.5N R7W	NW¼ NE¼ Section 23 T14.5N R7W	0.17 AFY
36-28831.3	Headquarters Spring	Feb 1878 or prior	Irrigation Stockwatering Domestic	SW¼ SE¼ Section 2 T16N R7W	SW¼ SE¼ Section 2 T16N R7W	87.5 AFY 0.3 AFY 1.0 AFY
36-102338.0	Connell Gulch, a tributary to Boulder Creek	08-20-1909 or prior	Irrigation Stockwatering Domestic	Portions of NE¼ Section 11 T16N R17W	Portions NE ¼ and SE ¼ of Section 11 T16N R7W	105 AFY 2.9 AFY 1.0 AFY
36-102339.0	Connell Gulch, tributary to Boulder Creek	11-10-1907	Irrigation Stockwatering Domestic	NW¼ NE¼, NE¼ SW¼ Section 14 T16N R7W	Portions of Section 14 T16N R7W	42.0 AFY 0.3 AFY 1.0 AFY
36-102340.0	Connell Gulch, a tributary to Boulder Creek	1878 or prior	Irrigation Stockwatering Domestic	NE¼ NW¼ Section 11 T16N R7W	NW¼ NE¼ Section 11 T16N R7W	87.5 AFY 0.3 AFY 1.0 AFY
36-102341.0	Connell Ranch Spring, a tributary to Connell Gulch	1874 or prior	Stockwatering Irrigation	NE¼ SW¼ Section 14 T16N R7W	Portions of Section 14 T16N R7W	0.3 AFY 42.0 AFY
36-102342.0	Stubbs Tanks, a tributary to Boulder Creek	09-26-1905 or prior	Stockwatering	SW¼ NE¼ Section 29 T16N R7W	SW¼ NE¼ Section 29 T16N R7W	2.8 AFY
38-27108.1	Loco Canyon Wash	1-1-1971	Stockwatering	SE¼ NW¼ Section 15 T15N R7W	SE¼ SE¼ Section 15 T15N R7W	0.17 AFY <sup>53</sup>
38-27112.1	Stone Corral Canyon	1-1-1971	Stockwatering	NE ¼ SE ¼ Section 22 T16N R9W	NE ¼ SE ¼ Section 22 T16N, R9W	1.12 AFY <sup>54</sup>
38-27113.2	Boulder Creek	09-31-1948	Stockwatering	SW¼ SE¼ Section 2 T16N R7W	SW¼ SE¼ Section 2 T16N R7W	0.41 AFY <sup>55</sup>
38-27114.1	Sycamore Creek	1-1-1971	Stockwatering	NE¼ SW¼ Section 23 T15N R7W	NE¼ SW¼ Section 23 T15N R7W	0.17 AFY <sup>56</sup>
38-27115.1	Boulder Creek	1-1-1971	Stockwatering	SE¼ NW¼ Section 15 T15N R8W	SE¼ NW¼ Section 15 T15N R8W	0.26 AFY <sup>57</sup>
38-27116.1	Wilder Creek	1-1-1920	Stockwatering	NE¼ NE¼ Section 25 T16N R8W	NE¼ NE¼ Section 25 T16N R8W	0.5 AFY <sup>58</sup>
38-27124.1	Cottonwood Creek	1-1-1971	Stockwatering	NE¼ NE¼ Section 2 T15N R7W	NE¼ NE¼ Section 2 T15N R7W	0.5 AFY <sup>59</sup>
38-27125.2	Loco Canyon	1-1-1971	Stockwatering	SW¼ NE¼ Section 8 T15N R7W	SW¼ NE¼ Section 8 T15N R7W	0.5 AFY <sup>60</sup>
<b>TOTAL</b>						<b>1,015.92 AFY</b>

<sup>53</sup> Storage in Cypress Stockpond.

<sup>54</sup> Storage in Seligman Tank.

<sup>55</sup> Storage in Lower Headquarters Pond.

<sup>56</sup> Storage in Scotts Bull Pasture Tank.

<sup>57</sup> Storage in Behm Wack Tank.

<sup>58</sup> Storage in Upper Corral Stockpond.

<sup>59</sup> Storage in Lund Tank.

<sup>60</sup> Storage in Bear Flat Dam.

**XIII. YOLO RANCH GROUNDWATER WELL REGISTRATIONS**

<b>ADWR Well Registration Number</b>	<b>Source</b>	<b>Well Construction Date</b>	<b>Purpose of Use</b>	<b>Point of Diversion</b>	<b>Place of Use</b>	<b>Quantity</b>
55-500763	Groundwater	October 26, 1981	Domestic	SW¼ SW¼ NE¼ Section 11 T16N R7W	SW¼ SW¼ NE¼ Section 11 T16N R7W	Reasonable Use
55-625983	"	Unknown / Prior to 1982	Stockwatering Domestic Irrigation	NW¼ NW¼ NE¼ Section 11 T16N R7W	SW¼ SE¼ Section 2 NW¼ NE¼ Section 11 T16N R7W	"
55-625984	"	1-1-1940	Stockwatering Irrigation	NE¼ NW¼ SE¼ Section 4 T16S R7W	NW¼ SE¼, SW¼ NE¼ Section 4 T16N R7W	"
55-625992	"	Unknown / Prior to 1982	Stockwatering	NW¼ NW¼ Section 33 T15N R7W	NW¼ NW¼ Section 33 T15N R7W	"
55-625993	"	Unknown / Prior to 1982	Stockwatering	NW¼ NE¼ Section 9 T15N R9W	NW¼ NE¼ Section 9 T15N R9W	"
55-625994	"	Unknown / Prior to 1982	Stockwatering	NW¼ SE¼ Section 6 T15N R9W	NW¼ SE¼ Section 6 T15N R9W	"
55-625995	"	August, 1981	Stockwatering Domestic	NW¼ SW¼ SE¼ Section 11 T16N R7W	NW¼ SW¼ SE¼ Section 11 T16N R7W	"
55-625996	"	August, 1981	Domestic	SE¼ SW¼ SE¼ Section 2 T16N R7W	SE¼ SW¼ SE¼ Section 2 T16N R7W	"
55-625997	"	1-1-1950	Stockwatering Domestic	NW¼ SE¼ SE¼ Section 36 T16N R8W	NW¼ SE¼ SE¼ Section 36 T16N R8W	"
55-625998	"	Unknown / Prior to 1982	Stockwatering Irrigation	SW¼ SE¼ Section 2 T16N R7W	SW¼ SE¼ Section 2 T16N R7W	"
55-625999	"	Unknown / Prior to 1982	Stockwatering Domestic	NW¼ NE¼ Section 32 T16N R9W	NW¼ NE¼ Section 32 T16N R9W	"
55-626516	"	Unknown / Prior to 1982	Stockwatering Irrigation	SW¼ SE¼ Section 2 T16N R7W	SW¼ SE¼ Section 2 T16N R7W	"
55-626517	"	Unknown / Prior to 1982	Stockwatering Irrigation	SE¼ SW¼ Section 2 T16N R7W	SW¼ SE¼ Section 2 T16N R7W	"
55-626518	"	August, 1981	Stockwatering Domestic Irrigation	SW¼ SW¼ SE¼ Section 2 T16N R7W	SW¼ SW¼ SE¼ Section 2 T16N R7W	"
55-645777	"	1-1-1940	Stockwatering Domestic	SW¼ NE¼ SE¼ Section 4 T16N R7W	SW¼ NE¼ SE¼ Section 4 T16N R7W	"
55-805162	"	Prior to 1-1-1940	Stockwatering	NE¼ SW¼ Section 4 T15N R7W	NE¼ SW¼ Section 4 T15N R7W	"
55-805163	"	Prior to 1-1-1940	Stockwatering Domestic	NW¼ NW¼ SW¼ Section 26 T14.5N R7W	NW¼ NW¼ SW¼ Section 26 T14.5N R7W	"

**XIV. REMAINING LINCOLN RANCH WATER RIGHTS**

<b>ADWR Filing Number</b>	<b>Source</b>	<b>Priority Date</b>	<b>Purpose of Use</b>	<b>Quantity<sup>61</sup></b>	<b>Place of Use</b>	<b>Point(s) of Diversion</b>	<b>Pending Updates</b>
36-64329.3	Bill Williams River	Prior to 1905	Irrigation	1,143.9 AFY	Irrigation within Lincoln Ranch Property	<u>Historic POD:</u> SE ¼ NE ¼, Section 13, T10N, R14W  <u>Current PODs (Wells):</u> 55-608743 55-608744 55-608745 55-608746 55-608747 55-608748 55-608749 55-522657	Revise 36-Claim to specify claimed quantity as 1,143.9 AFY following partial severance and transfer of this water right to Freeport's Wikieup Wellfield..

<sup>61</sup> The Tribe and the United States as trustee for the Tribe agree to confirm 2,325.6 AFY of water rights at Lincoln Ranch and to the partial severance and transfer of 1,181.7 AFY of those water rights to the Wikieup Wellfield. See Section I of this Exhibit 4.1(iii). The quantity listed in this section is the volume of water rights that will remain in use at Lincoln Ranch.

**XV. BANEGAS RANCH IRRIGATION SURFACE WATER RIGHTS**

<b>ADWR Filing Number</b>	<b>Source</b>	<b>Priority Date</b>	<b>Purpose of Use</b>	<b>Quantity</b>	<b>Place of Use</b>	<b>Point(s) of Diversion</b>	<b>Pending Updates</b>
CWR 24 (4A-83.2)	Big Sandy River	8-24-1920	Irrigation	0.44 cfs (318.5 AFY)	NW ¼ SE ¼, SW ¼ SE ¼ Section 13 T15N, R13W	NE ¼ NW ¼ Section 13 T15N, R13W  SW ¼ NE ¼ Section 11 T15N, R13W	- Request revised CWR describing location of POD
36-27165.2	"	6-20-1873	Irrigation	240 AFY	NE ¼ NE ¼ Section 13 T15N, R13W	SW ¼ NE ¼ Section 11 T15N, R13W  NE ¼ NW ¼ Section 13 T15N, R13W (Well 55-612820)	
36-27166.2	"	6-20-1873	Irrigation	240 AFY	NE ¼ NW ¼ Section 13 T15N, R13W	SW ¼ NE ¼ Section 11 T15N, R13W  NE ¼ NW ¼ Section 13 T15N, R13W (Well 55-612820)	
36-27210.2	"	6-20-1873	Irrigation	240 AFY	SW ¼ NE ¼ Section 13 T15N, R13W	SW ¼ NE ¼ Section 11 T15N, R13W  NE ¼ NW ¼ Section 13 T15N, R13W (Well 55-612820)	
36-27211.2	"	6-20-1873	Irrigation	240 AFY	SE ¼ NW ¼ Section 13 T15N, R13W	SW ¼ NE ¼ Section 11 T15N, R13W  NE ¼ NW ¼ Section 13 T15N, R13W (Well 55-612820)	

**XV. BANEGAS RANCH IRRIGATION SURFACE WATER RIGHTS**

ADWR Filing Number	Source	Priority Date	Purpose of Use	Quantity	Place of Use	Point(s) of Diversion	Pending Updates
36-27212.2	"	6-20-1873	Irrigation	240 AFY	NW ¼ NE ¼ Section 13 T15N, R13W	SW ¼ NE ¼ Section 11 T15N, R13W  NE ¼ NW ¼ Section 13 T15N, R13W (Well 55-612820)	
36-27167.2	"	Prior to 1919	Irrigation	240 AFY	NW ¼ SW ¼ Section 36 T16N, R13W	NE ¼ SW ¼ Section 26 T16N, R13W	
36-27270.2	"	Prior to 1919	Stockwatering	0.11 AFY	SW ¼ NE ¼ Section 13 T15N, R13W	SW ¼ NE ¼ Section 13 T15N, R13W	
36-68101.1	Alkali Spring, a tributary to the Big Sandy River	2-11-1915	Stockwatering	200,000 gallons per year (0.61 AFY)	SE ¼ SW ¼ Section 5 T15N, R12W	SE ¼ SW ¼ Section 5 T15N, R12W	
<b>TOTAL:</b>				<b>1,759.22 AFY</b>			



**Recording Request By:**

Freeport Minerals Corporation

**When Recorded Mail to:**

Name:

Address:

City/State/Zip Code:

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**RESTRICTIVE COVENANT**

This Restrictive Covenant is made this \_\_\_\_ day of \_\_\_\_\_, 2014, among Freeport Minerals Corporation through its wholly owned subsidiary AZ Big Sandy, LLC (collectively “Freeport”) and the Hualapai Tribe (the “Tribe”) (collectively the “Parties”).

**1.0 RECITALS**

- 1.1 The Parties have executed the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement (“Agreement”) to resolve all remaining legal disputes relating to certain water right claims of Freeport, DOI and the Tribe.
- 1.2 Freeport is the owner of certain real property located within Mohave County, Arizona, as more particularly depicted in **Attachment A** attached hereto, and referenced by name herein as the “Banegas Ranch Parcel.”
- 1.3 The provisions of this Restrictive Covenant are intended to further the purposes of the Agreement by prohibiting Freeport from drilling new production wells on the Banegas Ranch Parcel and limiting Freeport’s right to divert water from certain existing and new wells located on the Banegas Ranch Parcel, as set forth herein.

**2.0 GENERAL DECLARATION**

- 2.1 Freeport, in consideration of the mutual promises set forth in the Agreement, grants this Restrictive Covenant and, in so doing, declares that the Banegas Ranch Parcel is now subject to and shall in the future be conveyed, transferred, leased, encumbered, occupied, or otherwise used, in whole or in part, subject to this Restrictive Covenant.
- 2.2 The purpose of this Restrictive Covenant is to assist the Parties in resolving certain water right claims of the Parties and to provide protection for Cofer Hot Spring, which is located with the boundaries of the real property described in

**Attachment B** attached hereto and referred to herein as the “Cholla Canyon Ranch.”

- 2.3 Each condition and restriction set forth in this Restrictive Covenant touches and concerns all of the Banegas Ranch Parcel, and the Restrictive Covenant granted in paragraph 3.0 shall run with the Banegas Ranch Parcel, shall be binding upon all current and future owners of the Banegas Ranch Parcel, and shall inure to the benefit of the Tribe and be appurtenant to the Cholla Canyon Ranch as described in **Attachment B** hereto.”
- 2.4 Freeport further conveys to the Tribe the right to enforce the conditions and restrictions set forth in this Restrictive Covenant.

### 3.0 RESTRICTIVE COVENANT

- 3.1 From and after the Enforceability Date set forth in the Agreement, and subject to Section 3.2 below, Freeport shall not:
- (a) Divert Water from the PW-2 (ADWR Registration No. 55-581262), OW-2 (No. 55-582104), and OW-4 (No. 55-581265) wells located on the Banegas Ranch Parcel; or
  - (b) drill new Production Wells within the Banegas Ranch Parcel in the volcanic aquifer that supplies Cofer Hot Spring.
- 3.2 Notwithstanding the foregoing, Freeport shall have the right to Divert up to 35 gpm of Water from wells PW-2, OW-2 and OW-4, and to drill new Exempt Wells in the volcanic aquifer within the Banegas Ranch Parcel.
- 3.3 This Restrictive Covenant does not limit the number of wells Freeport may drill in the alluvial aquifer or other aquifers that are not connected to the volcanic aquifer that supplies Cofer Hot Spring.
- 3.4 For the purposes of this Restrictive Covenant
- (a) the term “Production Wells” shall mean wells with a pumping capacity greater than 35 gallons per minute used to withdraw Water for mining, agricultural, or industrial purposes, and for domestic uses incidental thereto.
  - (b) the term “Exempt Well” shall mean a well having a pump with a maximum capacity of not more than 35 gallons per minute.
  - (c) the term “Divert” shall mean to remove, withdraw, develop, produce or capture Water by means of a ditch, canal, flume, bypass, pipeline, pit, collection or infiltration gallery, conduit, well, pump, turnout, other mechanical device, or any other act of man.

(d) the term “Water” shall mean, Groundwater, Surface Water or Effluent.

(e) the term “Effluent” shall mean water which, after being used for domestic, municipal, industrial, or mining purposes, is available for reuse for any purpose, whether or not the water has been treated to improve its quality, except water that has been used solely for hydropower generation.

(f) the term “Groundwater” shall mean water underneath the surface of the Earth within Arizona that is not Surface Water or Effluent.

(g) “Surface Water” shall mean all water that is appropriable under Arizona law.

**3.5** If the Tribe believes the diversions described in Subparagraph 3.2 above or the number or location of Exempt Wells drilled into the volcanic aquifer on the Banegas Ranch Parcel is causing an adverse impact to the flow of Cofer Hot Spring, the Tribe and Freeport shall attempt to resolve the issue through informal discussion or, if required, through formal dispute resolution, utilizing the process described in Paragraph 9.0 of the Agreement.

#### **4.0 GENERAL PROVISIONS**

**4.1** Upon the Enforceability Date as defined in Section 2.17 of the Agreement, Freeport shall record this Restrictive Covenant in a timely fashion with the Mohave County Recorder.

**4.2** Upon the recording of this Restrictive Covenant, all successors, assigns or owners of any portion of the Banegas Ranch Parcel or the Cholla Canyon Ranch shall be conclusively deemed to have consented and agreed to every condition and restriction contained in this Restrictive Covenant, whether or not any reference to this Restrictive Covenant is contained in an instrument by which such person or entity occupies or acquires an interest in the Banegas Ranch Parcel or the Cholla Canyon Ranch.

**4.3** Upon any violation by Freeport of any condition or restriction contained in this Restrictive Covenant, the Tribe shall have the remedies described in the Agreement. Upon any violation by any other person who is bound by this Restrictive Covenant of any condition or restriction contained in this Restrictive Covenant, the Tribe may enforce this Restrictive Covenant through any available legal or equitable remedy.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Freeport and the Tribe have executed this Restrictive Covenant as of the date and year set forth above.

**AZ BIG SANDY, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The foregoing instrument is acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_. [Name] [Title]

NOTARY PUBLIC FOR ARIZONA  
My commission expires:

Consented and agreed:

**FREEPORT MINERALS CORPORATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The foregoing instrument is acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_. [Name] [Title]

NOTARY PUBLIC FOR ARIZONA  
My commission expires:

**HUALAPAI TRIBE**

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

Name: \_\_\_\_\_

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

The foregoing instrument is acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of the Hualapai Tribe.

NOTARY PUBLIC FOR ARIZONA

My commission expires:

Legislative Draft

**ATTACHMENT A**

**LEGAL DESCRIPTION FOR BANEGAS RANCH PARCEL**

**PARCEL NO. 1:**

The South half of Section 5, Township 15 North, Range 12 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT the Northwest quarter of the Southwest quarter.

Said land being shown on Record of Survey Plat recorded October 30, 2000 in Book 20 of Records of Surveys, Page 23, records of Mohave County, Arizona.

**PARCEL NO. 2:**

That portion of the West half of Section 7, Township 15 North, Range 12 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona and being more particularly described as follows:

BEGINNING at the North quarter Section corner of said Section 7 and running thence South 00 degrees 03 minutes 55 seconds East, along the East boundary of the West half of said Section 7, a distance of 4212.25 feet;

Thence South 89 degrees 56 minutes 05 seconds West, a distance of 387.20 feet;

Thence North 00 degrees 03 minutes 55 seconds West, a distance of 225.00 feet;

Thence North 89 degrees 56 minutes 05 seconds East, a distance of 337.20 feet;

Thence North 00 degrees 03 minutes 55 seconds West, along the line 50.00 feet West of and parallel with the East boundary of the West half of said Section 7, a distance of 1087.98 feet;

Thence South 89 degrees 55 minutes 03 seconds West, a distance of 200.00 feet;

Thence North 00 degrees 03 minutes 55 seconds West, a distance of 245.66 feet;

Thence North 89 degrees 59 minutes 36 seconds West, a distance of 2273.21 feet;

Thence South 00 degrees 09 minutes 08 seconds East, a distance of 245.35 feet;

Thence South 00 degrees 08 minutes 27 seconds East, a distance of 779.58 feet;

Thence North 89 degrees 51 minutes 33 seconds East, a distance of 346.00 feet;

Thence South 00 degrees 08 minutes 27 seconds East, a distance of 220.00 feet;

Thence South 89 degrees 51 minutes 33 seconds West, a distance of 346.00 feet;

Thence South 00 degrees 08 minutes 27 seconds East, along a line being 50.00 feet East of and parallel with the West line of said Section 7, a distance of 1636.12 feet to a point on the South line of said Section 7;

Thence South 89 degrees 43 minutes 53 seconds West, along the South line of said Section 7, a distance of 50.00 feet to the Southwest corner of said Section 7;

Thence North 00 degrees 08 minutes 27 seconds West, along the West line of said Section 7, a distance of 2635.80 feet to the West quarter Section corner of said Section 7;

Thence North 00 degrees 09 minutes 08 seconds West, along the West line of said Section 7, a distance of 2641.62 feet to the Southeast corner of Section 1, Township 15 North, Range 13 West;

Thence North 00 degrees 04 minutes 46 seconds West, along the line common to the West line of said Section 7 and the East line of said Section 1, a distance of 248.25 feet to the Northwest corner of said Section 7;

Thence North 89 degrees 47 minutes 36 seconds East, along the North line of said Section 7, a distance of 2576.91 feet to the Point of Beginning.

PARCEL NO. 3:

Government Lots 3 and 4 of Section 18, Township 15 North, Range 12 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT that portion of said Lot 3 conveyed to the State of Arizona for Highway 93 and more fully described in Book 3759, Page 677 of Official Records.

PARCEL NO. 4:

The East half of the Southwest quarter of Section 12, Township 15 North, Range 13 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

PARCEL NO. 5:

A) The Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter of Section 13, Township 15 North, Range 13 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded in Book 60 of Deeds, Page 195.

B) The Southeast quarter of the Northeast quarter, the North half of the Northeast quarter, the Northeast quarter of the Northwest quarter and the East half of the Southeast quarter of Section 13, Township 15 North, Range 13 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded in Book 84 of Deeds, Page 362.

C) The West half of the Southeast quarter of Section 13, Township 15 North, Range 13 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT the South 600.00 feet thereof.

PARCEL NO. 6:

The Southwest quarter of Section 36, Township 16 North, Range 13 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT therefrom the following:

A) COMMENCING at the West quarter corner of said Section 36;

Thence South 89 degrees 43 minutes 25 seconds East, a distance of 360.00 feet;

Thence South 00 degrees 00 minutes 00 seconds East, a distance of 18.00 feet to the TRUE POINT OF BEGINNING, said point being marked by a 5/8 inch rebar cap RLS 19319 North 00 degrees 00 minutes 00 seconds East 19.00 feet;

Thence South 89 degrees 43 minutes 23 seconds East, a distance of 594.12 feet to a point being marked North 07 degrees 17 minutes 44 seconds East, 19.15 feet by a 5/8 inch rebar and cap RLS 19319;

Thence South 07 degrees 17 minutes 44 seconds West, a distance of 1082.26 feet;

Thence South 79 degrees 34 minutes 07 seconds West, a distance of 117.76 feet;

Thence North 26 degrees 02 minutes 16 seconds West, a distance of 776.51 feet;

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 400.00 feet to the True Point of Beginning.

B) COMMENCING at the Southwest corner of said Section 36;

Thence along the South line of said Section 36, East, a distance of 1642.30 feet to the TRUE POINT OF BEGINNING;

Thence North 40 degrees 04 minutes 15 seconds West, a distance of 186.33 feet to a 1 1/4 inch galvanized iron pipe tagged RLS 5576;

Thence South 84 degrees 40 minutes 32 seconds West, a distance of 66.00 feet;

Thence North 50 degrees 55 minutes 36 seconds East, a distance of 462.78 feet;

Thence South 60 degrees 00 minutes 55 seconds East, a distance of 349.00 feet;

Thence South 11 degrees 08 minutes 11 seconds East, a distance of 258.61 feet to a point on the South line of said Section 36;

Thence West, along the South line of said Section 36, a distance of 525.85 feet to the True Point of Beginning;



C) BEGINNING at the West quarter corner of said Section 36;

Thence 330.00 feet in an Easterly direction along the fence line to a steel post;

Thence 660.00 feet in a Southerly direction to a steel post;

Thence 330.00 feet in a Westerly direction to a steel post;

Thence 660.00 feet in a Northerly direction, along the fence line to the Point of Beginning;

D) The Southwest quarter of the Southwest quarter.

Legislative Draft

**ATTACHMENT B**

**LEGAL DESCRIPTION FOR CHOLLA CANYON RANCH**

**PARCEL NO. 1:**

The Southwest Quarter of Section 25, Township 16 North, Range 13 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

**PARCEL NO. 2:**

The Northeast Quarter (NE ¼) and the Northeast Quarter of the Southeast Quarter (NE ¼ of SE ¼) of Section 35, Township 16 North, Range 13 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

EXCEPT all mineral interest and estate, as reserved in Deed recorded in Book 322 of Official Records, Page 809, records of Mohave County, Arizona.

Legislative Draft

**EXHIBIT 7.1(ii)**

**WAIVER AND RELEASE OF CLAIMS FOR WATER RIGHTS AND INJURY TO WATER RIGHTS BY THE HUALAPAI TRIBE, ON BEHALF OF ITSELF AND ITS MEMBERS, AND THE UNITED STATES, ACTING IN ITS CAPACITY AS TRUSTEE FOR THE TRIBE, ITS MEMBERS AND THE ALLOTTEES**

This Waiver and Release of Claims dated as of \_\_\_\_\_, is entered into by the Hualapai Tribe, on behalf of itself and its members, and the United States, acting in its capacity as trustee for the Tribe, its members, and the Allottees as part of the performance of the respective obligations of the United States and the Tribe under the Big Sandy River-Planet Ranch Water Rights Settlement Agreement dated as of \_\_\_\_\_ (“Big Sandy River-Planet Ranch Agreement”) and the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement (“Hualapai BWR Agreement”), and in accordance with the commitments under Subparagraph 7.5 of said Big Sandy River-Planet Ranch Agreement and Subparagraph 7.1 of said Hualapai BWR Agreement and pursuant to the authorization granted in the Bill Williams River Water Rights Settlement Act of 2014, P.L. \_\_\_\_\_, Title \_\_\_\_\_, \_\_\_\_\_ Stat. \_\_\_\_\_ (2014).

**1.0 DEFINITIONS**

For purposes of this Waiver and Release of Claims, the capitalized terms used herein shall have the meanings set forth in Attachment “A” to this Waiver and Release of Claims.

**2.0 WAIVER AND RELEASE OF CLAIMS BY TRIBE AND THE UNITED STATES AS TRUSTEE FOR THE TRIBE AND ITS MEMBERS UNDER THE BIG SANDY RIVER-PLANET RANCH AGREEMENT**

Except as provided in Paragraph 3.0, the Tribe, on behalf of itself and its members, and the United States, acting in its capacity as trustee for the Tribe and its members, as part of the performance of the respective obligations of the United States and the Tribe under the Big Sandy River-Planet Ranch Agreement, hereby waive and release any claims against Freeport for:

- (a) any Water Rights of the Tribe or the United States as trustee for the Tribe and members of the Tribe with respect to Parcel 3 in excess of 300 AFY;
- (b) all past and present claims for Injury to Water Rights arising before the Enforceability Date resulting from the Diversion of Water by Freeport from the Wikieup Wellfield or the Freeport Groundwater Wells; and

(c) all claims for Injury to Water Rights arising after the Enforceability Date resulting from the Diversion of Water by Freeport from the Wikieup Wellfield or the Freeport Groundwater Wells in a manner not in violation of the Big Sandy River-Planet Ranch Agreement or the Hualapai BWR Agreement.

### **3.0 RESERVATION OF RIGHTS AND RETENTION OF CLAIMS BY THE TRIBE AND THE UNITED STATES AS TRUSTEE FOR THE TRIBE AND ITS MEMBERS UNDER THE BIG SANDY RIVER-PLANET RANCH AGREEMENT**

Notwithstanding the waiver and release of claims set forth in Paragraph 2.0, the Tribe, on behalf of itself and its members, and the United States, acting as trustee for the Tribe and its members, shall retain all rights not expressly waived under Paragraph 2.0, including the right:

(a) subject to subparagraph 11.6 of the Big Sandy River-Planet Ranch Agreement, to assert any claim for breach of, or to seek enforcement of, the Big Sandy River-Planet Ranch Agreement or the Act, in any federal or State court of competent jurisdiction;

(b) to assert any past, present and future claim to a Water Right that is not inconsistent with the Big Sandy River-Planet Ranch Agreement or the Act;

(c) to object to any claims by or for any other Indian tribe, Indian community or nation, or dependent Indian community, or the United States on behalf of such a tribe, community, or nation;

(d) to assert any claims arising after the Enforceability Date for Injury to Water Rights not expressly waived in Paragraph 2.0; and

(e) to assert any past, present, or future claim for Injury to Water Rights against any other Indian tribe, Indian community or nation, dependent Indian community, allottee, or the United States on behalf of such a tribe, community, nation or allottee.

### **4.0 WAIVER AND RELEASE OF CLAIMS BY THE UNITED STATES AS TRUSTEE FOR THE ALLOTTEES UNDER THE BIG SANDY RIVER-PLANET RANCH AGREEMENT**

Except as provided in Paragraph 5.0, the United States, acting in its capacity as trustee for the Allottees, as part of the performance of its obligations under the Big Sandy River-Planet Ranch Agreement, hereby waives and releases all claims against Freeport for:

(a) any Water Rights of the Allottees or the United States as trustee for the Allottees with respect to:

(1) Parcel 1 in excess of 82 AFY; or

(2) Parcel 2 in excess of 312 AFY;

(b) all past and present claims for Injury to Water Rights arising before the Enforceability Date resulting from the Diversion of Water by Freeport from the Wikieup Wellfield or the Freeport Groundwater Wells; and

(c) all claims for Injury to Water Rights arising after the Enforceability Date resulting from the Diversion of Water by Freeport from the Wikieup Wellfield or the Freeport Groundwater Wells in a manner not in violation of the Big Sandy River-Planet Ranch Agreement.

#### **5.0 RESERVATION OF RIGHTS AND RETENTION OF CLAIMS BY THE UNITED AS TRUSTEE FOR THE ALLOTTEES UNDER THE BIG SANDY RIVER-PLANET RANCH AGREEMENT**

Notwithstanding the waiver and release of claims set forth in Paragraph 4.0, the United States, acting as trustee for the Allottees, shall retain all rights not expressly waived in Paragraph 4.0, including the right:

(a) subject to subparagraph 11.6 of the Big Sandy River-Planet Ranch Agreement, to assert any claim for breach of, or to seek enforcement of, the Big Sandy River-Planet Ranch Agreement or the Act, in any federal or State court of competent jurisdiction;

(b) to assert past, present and future claims to a Water Right that is not inconsistent with the Big Sandy River-Planet Ranch Agreement or the Act;

(c) to object to any claims by or for any other Indian tribe, Indian community or nation, or dependent Indian community, or the United States on behalf of such a tribe, community, or nation;

(d) to assert any claims arising after the Enforceability Date for Injury to Water Rights not expressly waived in Paragraph 4.0; and

(e) to assert any past, present, or future claim for Injury to Water Rights against any other Indian tribe, Indian community or nation, dependent Indian community, allottee, or the United States on behalf of such a tribe, community, nation or allottee.

**6.0 WAIVER AND RELEASE OF CLAIMS BY THE TRIBE AND THE UNITED STATES AS TRUSTEE FOR THE TRIBE, ITS MEMBERS AND ALLOTTEES AGAINST FREEPORT UNDER THE HUALAPAI BWR AGREEMENT**

Except as provided in Paragraph 7.0, the Tribe and the United States, as trustee for the Tribe, its members and the Allottees, as part of the performance of the respective obligations of the United States and the Tribe under the Hualapai BWR Agreement, hereby waive and release any claims against Freeport under federal, State or any other law, for—

- (a) all past and present claims for Injury to Water Rights resulting from the Diversion of Water by Freeport from the Bill Williams River Watershed arising prior to the Enforceability Date;
- (b) all claims for Injury to Water Rights arising after the Enforceability Date resulting from the Diversion of Water by Freeport from the Bill Williams River Watershed in a manner not in violation of the Hualapai BWR Agreement; and
- (c) all past, present, and future claims arising out of, or relating in any manner to, the negotiation or execution of the Hualapai BWR Agreement.

**7.0 RESERVATION OF RIGHTS AND RETENTION OF CLAIMS BY THE TRIBE AND THE UNITED STATES AS TRUSTEE FOR THE TRIBE, ITS MEMBERS AND ALLOTTEES AGAINST FREEPORT UNDER THE HUALAPAI BWR AGREEMENT**

Notwithstanding the waiver and release of claims set forth in Paragraph 6.0, the Tribe and the United States as trustee for the Tribe, its members, and the Allottees, shall retain any right not expressly waived under Paragraph 6.0, including the right to assert:

- (a) subject to Paragraph 10.5 of the Hualapai BWR Agreement, a claim for breach of, or to seek enforcement of, the Hualapai BWR Agreement or the Act, in any federal or State court of competent jurisdiction.
- (b) any claim for injury to, or to seek enforcement of the rights of the Tribe under any

applicable judgment or decree approving or incorporating the Hualapai BWR Agreement;  
and

(c) any past, present and future claim to Water Rights that are not inconsistent with the Hualapai BWR Agreement or the Act.

**8.0 WAIVER EFFECTIVE UPON THE ENFORCEABILITY DATE**

This Waiver and Release of Claims shall become effective upon the Enforceability Date.

**9.0 COUNTERPARTS AND DUPLICATE ORIGINALS**

This Waiver and Release of Claims may be executed in one or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument. This Waiver and Release of Claims also may be executed in duplicate originals, each of which shall constitute an original Waiver and Release of Claims.

**THE UNITED STATES OF AMERICA**

By: \_\_\_\_\_  
Secretary  
United States Department of the Interior

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

**HUALAPAI TRIBE**

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

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

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

Approved as to form: \_\_\_\_\_

Legislative Draft



**ATTACHMENT "A"**  
**DEFINITIONS**

*Legislative Draft*

## EXHIBIT 7.2(ii)

### WAIVER AND RELEASE OF CLAIMS BY FREEPORT AGAINST THE TRIBE AND THE UNITED STATES ACTING AS TRUSTEE FOR THE TRIBE, ITS MEMBERS AND ALLOTTEES

This Waiver and Release of Claims dated as of \_\_\_\_\_, is entered into by Freeport Minerals Corporation (“Freeport”), as part of the performance of its obligations under the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement dated as of \_\_\_\_\_ (“Hualapai BWR Agreement”), and in accordance with the commitments under Subparagraph 7.2 of said Hualapai BWR Agreement and the Bill Williams River Water Rights Settlement Act of 2014, P.L. \_\_\_\_\_, Title \_\_\_\_\_, \_\_\_\_\_ Stat. \_\_\_\_\_ (2014).

#### 1.0 DEFINITIONS

For purposes of this Waiver and Release of Claims, the capitalized terms used herein shall have the meanings set forth in Attachment “A” to this Waiver and Release of Claims.

#### 2.0 WAIVER AND RELEASE OF CLAIMS

Except as provided in Paragraph 3.0, Freeport, as part of the performance of its obligations under the Hualapai BWR Agreement, hereby waives and releases any claim against the Tribe and the United States acting as trustee for the Tribe, its members and Allottees, under Federal, State, or other law for all:

- (a) past and present claims for Injury to Water Rights resulting from the Diversion of Water by the Tribe or the United States as trustee for the Tribe, its members or the Allottees, from the Bill Williams River Watershed arising prior to Enforceability Date;
- (b) claims for Injury to Water Rights arising after the Enforceability Date resulting from the Diversion of Water by the Tribe or the United States as trustee for the Tribe, its members or the Allottees, from the Bill Williams River Watershed in a manner not in violation of the Hualapai BWR Agreement; and
- (c) past, present, and future claims arising out of, or relating in any manner to, the negotiation or execution of the Hualapai BWR Agreement.

**3.0 RESERVATION OF RIGHTS AND RETENTION OF CLAIMS**

Notwithstanding the waiver and release of claims set forth in Paragraph 2.0, Freeport shall retain any right to:

- (a) subject to subparagraph 10.5 of the Hualapai BWR Agreement, assert claims for breach of, or to seek enforcement of, the Hualapai BWR Agreement or the Act, in any federal or State court of competent jurisdiction;
- (b) assert claims for injury to and seek enforcement of Freeport’s right under any applicable judgment or decree approving or incorporating the Hualapai BWR Agreement or the Hualapai Tribe Water Rights Settlement Agreement; and
- (c) assert past, present and future claims to Water Rights that are not inconsistent with the Hualapai BWR Agreement or the Act.

**4.0 WAIVER EFFECTIVE UPON THE ENFORCEABILITY DATE**

This Waiver and Release of Claims shall become effective upon the Enforceability Date.

**FREEPORT MINERALS CORPORATION**

By: \_\_\_\_\_  
[Title] \_\_\_\_\_

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

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

Approved as to form: \_\_\_\_\_

**ATTACHMENT “A”  
DEFINITIONS**

*Legislative Draft*

**EXHIBIT 7.3(ii)**

**WAIVER AND RELEASE OF CLAIMS BY THE TRIBE ON BEHALF OF ITSELF AND ITS MEMBERS AGAINST THE UNITED STATES**

This Waiver and Release of Claims dated as of \_\_\_\_\_, is entered into by Hualapai Tribe (“Tribe”) on behalf of itself and its members, as part of the performance of its obligations under the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement dated as of \_\_\_\_\_ (“Hualapai BWR Agreement”), and in accordance with the commitments under Subparagraph 7.3 of said Hualapai BWR Agreement and the Bill Williams River Water Rights Settlement Act of 2014, P.L. \_\_\_\_\_, Title \_\_\_\_\_, Stat. \_\_\_\_\_ (2014).

**1.0 DEFINITIONS**

For purposes of this Waiver and Release of Claims, the capitalized terms used herein shall have the meanings set forth in Attachment “A” to this Waiver and Release of Claims.

**2.0 WAIVER AND RELEASE OF CLAIMS**

Except as provided in Paragraph 3.0, the Tribe, on behalf of itself and its members, as part of the performance of its obligations under the Hualapai BWR Agreement, hereby waives and releases all claims against the United States and the agents and employees of the United States, under Federal, State, or other law for:

- (a) all past, present and future claims relating to claims for Water Rights associated with Parcel 3 in excess of 300 AFY that the United States, acting as Trustee for the Tribe, asserted or could have asserted against any party to the Hualapai BWR Agreement, including Freeport;
- (b) all past and present claims relating to Injury to Water Rights arising before the Enforceability Date associated with Parcel 3, including injury from withdrawal of a protest to the Sever and Transfer Applications;
- (c) all claims relating to Injury to Water Rights arising after the Enforceability Date associated with Parcel 3, except for injury to the Water Right for 300 AFY associated with Parcel 3; and

(d) all past, present and future claims relating to any potential injury arising out of, or relating in any manner to, the negotiation or execution of the Big Sandy River-Planet Ranch Agreement or the Hualapai BWR Agreement.

**3.0 RESERVATION OF RIGHTS AND RETENTION OF CLAIMS**

Notwithstanding the waiver and release of claims set forth in Paragraph 2.0, the Tribe shall retain all rights not expressed waived under Paragraph 2.0, including the right:

(a) to assert any claim for breach of, or to seek enforcement of, the Big Sandy River-Planet Ranch Agreement, the Hualapai BWR Agreement, or the Act, in any federal or State court of competent jurisdiction; and

(b) to assert any past, present, or future claims to Water Rights that are not inconsistent with the Big Sandy River-Planet Ranch Agreement, the Hualapai BWR Agreement, or the Act.

**4.0 WAIVER EFFECTIVE UPON THE ENFORCEABILITY DATE**

This Waiver and Release of Claims shall become effective upon the Enforceability Date.

**HUALAPAI TRIBE**

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

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

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

Approved as to form: \_\_\_\_\_

**ATTACHMENT “A”  
DEFINITIONS**

[To be added – See Master List of Definitions for Waivers]

Legislative Draft