

STATE THE SPECIFIC LEGAL AND FACTUAL BASIS FOR YOUR OBJECTION:

1. The Settlement Agreement summary and order to show cause have been mailed to claimants, by the State Engineer, utilizing first class mail rather than certified mail. This is contrary to Rule 4 of the Federal Rules of Civil Procedure. Thus, aside from the filing of these objections, the State Engineer has no proof that all claimant received the copy of the Order to Show Cause. If a default judgment is entered against any claimant who does not respond, then there is a potential for further litigation that will call into question the status of all sub file orders including this party's own number.

The Settlement agreement, in Section 3.19, states that any well owner who fails to respond to the Order To Show Cause is a "settlement party". It further describes a "settlement party" as a party who agrees with the Settlement. The failure to use certified mail means that it will be very difficult to ascertain the number of parties who actually agree with the Settlement and those who simply failed to receive the Order To Show Cause and thus did not respond.

2. Defendant objects to the 1964 hydrographic survey being used in the Nambe Pojoaque Tesuque (NPT) adjudication for this Settlement. The adjudication begins with a hydrographic survey of the stream system which maps all water uses, surface and groundwater. In the year 1964 there were no GPS systems, cell phones or personal computers. The 1964 hydrographic survey is outdated and needs to be performed with the new technology. Technology has changed astronomically in 50 years. In addition, there are hundreds and hundreds more wells and usage.

3. Defendant objects to the total disregard to a one-on-one interview with a representative of the Office of the State Engineer (OSE) and property owner which is

required by the Office of the State Engineer (Step 3: "Owner Interviews" on the OSE web page). In addition, measuring and metering are critical components which need to take place. Defendant has not had a one-on-one interview with OSE nor has the Defendant's well been metered and measured.

4. Defendant objects to the method in which the OSE has come up with "Beneficial Use." Beneficial use has not been fully defined. There is no proof as to what Defendant's historical beneficial use is at this point. The State Engineer does not have the authority to determine Defendant's water rights. If a water use began before 1907 or 1956 (date OSE declared authority over any ground-water basin) than the date the use began determines the priority of the right.

5. The proposed regional water system, as outlined in the Settlement in Article Section 602(9), is based upon a design completed in 2008 and which was paid for by the Pueblos. A detailed design with clear implementation and location details has not been provided to the Defendant. Defendant is therefore unable to determine if it is feasible to install the water system to service the Defendant's property.

Additionally, since the design is not fully completed and firm costs established, there is the potential that the construction costs for the system may exceed the early estimates. If this is the case, then the excess costs may be covered through an increase in taxes that will affect the Defendant negatively. See New Mexico Constitution, Article IX, Section 10, which relates to the manner in which County debts are handled.

6. The funds needed to connect to the system have not been fully explained and allocated. Therefore, the Defendant is unable to determine what the costs of connection will be and whether Defendant is financially able to afford such connection.

7. The Defendant objects to the entry of the Partial Final Decree until all easements for the regional water system have been identified and acquired. Only at this point will the feasibility and expense be quantifiable for all parties.

8. While the proposed Partial Decree allows the Pueblos a right of enforcement for their water rights, there is no reciprocal right for a private non-Indian owner to enforce their rights. Thus, the Partial Decree is lopsided and unfair with regard to enforcement options.

9. An Environmental Impact Statement has not been filed. This is required by the Settlement Act in Section 616. Until such State is filed, Defendant objects to entry of the Partial Final Decree.

10. There appears to be an inherent conflict of interest in the terms of the Settlement Agreement relating to the role of the New Mexico State Engineer. Section 5.2.1.1 of the Settlement Agreement provides the State Engineer with the right to restrict Pueblo water rights. Section 5.2.1.2 of the Settlement Agreement provides that a Water Master has the same authority over non-Indian water rights. However, the State Engineer is also designated as the Water Master in Section 5.2 of the Settlement Agreement. Furthermore, the rules governing the Water Master and the State Engineer in the context of the Settlement Agreement have not yet been adopted. Furthermore, the Joint Powers Agreement, Water Rules for the District Water Master and Water Master Rules for the NPT Water Master have not been presented or approved as required by Settlement Agreement. Defendant objects to the entry of the Partial Final Decree based upon the fact that Defendant has insufficient information regarding the organization and administration of the regional water system upon which to base an opinion and position.

11. The Defendant objects to the transfer of the Defendant's domestic well rights to the County water utility upon entry of the Partial Final Decree. Due to the lack of certainty concerning rules, easements, required agreements and funding, the water system installation may be delayed for an indefinite period of time. There is no provision for compensation to the Defendant for transfer of water rights without certainty concerning the timeline and costs associated with the Defendant's ability to connection to said system.

12. The Defendant contends that the Settlement Agreement denies the Defendant the protections afforded domestic well owners under New Mexico law. Section 72-12-1.1 of the NMAC protects the owners of domestic wells by declaring that a minimum amount of water used for household purposes should be immune from a priority call. Defendant therefore objects and states that Defendant is being denied the protections embodied in the State water Code.

13. Defendant objects to the Settlement Agreement as it violates the Equal Rights and Protection Clause of the Constitution. It allows one group of people rights and protection that are denied to another group of people.

14. Defendant objects to the Settlement Agreement as proposed. Defendant would like to see a proposal which is fair and equitable including having even bodies of representation representing non-Indians. The agreement was negotiated under a confidentiality order (refer to New Mexico State Water Plan, December 23, 2003, Sec. E. Page 74). Defendant objects to the deprivation of due process and a violation of the Equal Protection Clause of the Constitution and the State Open Meetings Act. The Settlement Agreement might be acceptable if the Pueblos were restricted to use their

water within the Nambe-Pojoaque-Tesuque area rather than marketing it to Santa Fe. Defendant objects to transferring water rights without fair market value compensation, just to have the Pueblos turn around and market to Santa Fe.

15. Defendant objects to be put in an unfair position with the Pueblos regarding a very basic but crucial necessity – Water. With regard to long term leases enforced by the Pueblos, Defendant and Defendant’s children and grandchildren become vulnerable to rate hikes by the Pueblos. A 99 year lease violates the 10-year limitation on leases of water rights and the very long term lease violates State Law against perpetuities.

16. Defendant objects to requirements of the Court which have deprived Defendant of fundamental fairness required by the 5th and 14th Amendments of our Constitution.

17. Defendant objects to the entry of the Partial Final Decree based on the assertion that the State Engineer is without legal jurisdiction to unilaterally and arbitrarily close aquifers to further development by the Domestic Well Statute. Any unappropriated groundwater is owned by the citizens of the State of New Mexico. Thus any decision to close or declare aquifers fully appropriated so as to not allow further use of said water lies outside the jurisdiction of the Office of the New Mexico State Engineer. If water is available, The State Engineer cannot deny a domestic use permit. New Mexico Statute 72-12-1. The State Engineer has not provided data to support OSE conclusion that the Basin is fully appropriated.

ADOPTION OF ALL OBJECTIONS

I have not had sufficient time to review and understand all of the effects of the proposed

Settlement Agreement on my water rights; however, I am affected by the proposed Settlement Agreement in the same way as all other non-Pueblo water right owner Parties who may be more knowledgeable or may have the benefit of counsel. I therefore adopt all other objections which have been filed as my own.

STATE HOW YOUR WATER RIGHTS WILL BE INJURED OR HARMED IN A LEGALLY COGNIZABLE WAY BY THE SETTLEMENT AGREEMENT AND ENTRY OF THE PROPOSED DECREE AND INTERIM ORDER.

1. The failure by the New Mexico State Engineer to use certified mail means that it will be very difficult to ascertain the number of parties who actually agree with the Settlement and those who simply failed to receive the Order To Show Cause and thus did not respond. Thus, litigation and dispute may result in additional delay in implementing the regional water system. Defendant will be harmed by a transfer of well rights without certainty as to how long any dispute may delay implementation.

2. Defendant is therefore unable to determine if it is feasible to install the water system to service the Defendant's property. Thus, Defendant is asked to relinquish well water rights without full understanding as to logistical issues related to installation of the regional water system. Until all easements for the regional water system have been identified and acquired, the feasibility and expense is not quantifiable for all parties.

3. The funds needed to connect to the system have not been fully explained and allocated. Therefore, the Defendant is unable to determine what the costs of connection will be and whether Defendant is financially able to afford such connection. Thus, Defendant is asked to relinquish well water rights without understanding if Defendant will be able to afford to connect to the new regional water system.

4. There is no right for a private non-Indian owner to enforce their position with regard to the regional water system. Thus Defendant is asked to abandon well water rights where there are clear enforcement options for a system that is unfair and lopsided.

5. Until an Environmental Impact Statement has been filed, Defendant is unable to ascertain how the proposed system may impact Defendant's property and water rights. Defendant is also unable to ascertain how the Settlement as proposed will affect Defendant's property value.

6. Joint Powers Agreement, Water Rules for the District Water Master and Water Master Rules for the NPT Water Master have been presented and approved as required by Settlement Agreement, Defendant has insufficient information regarding the organization and administration of the regional water system upon which to base an opinion and position as to how the Defendants' water rights will be affected..

7. Due to the lack of certainty concerning rules, easements, required agreements and funding, the water system installation may be delayed for an indefinite period of time. There is no provision for compensation to the Defendant for transfer of water rights and thus there is no consideration to Defendant for this indefinite delay.

8. The Defendant will be denied the protections afforded domestic well owners under New Mexico law. Section 72-12-1.1 of the NMAC protects the owners of domestic wells by declaring that a minimum amount of water used for household purposes should be immune from a priority call.

9. Defendant is placed in an unfair position with the Pueblos regarding a very basic but crucial necessity – Water. With regard to long term leases enforced by the Pueblos, Defendant and Defendant's children and grandchildren become vulnerable to rate hikes

by the Pueblos. A 99 year lease violates the 10-year limitation on leases of water rights and the very long term lease violates State Law against perpetuities.

10. Defendant

This objection must be received by the Court no later than April 7, 2014, to be effective.


Signature of Objecting Party 4-4-14