

ATTACHMENT "A"

Objections To Partial Final Decree, Interim Administrative Order And Settlement Agreement

I am interested in a community water system for the Pojoaque Valley, but I don't have enough information about the proposed system or its management to make a reasoned decision.

I object to the April 7, 2014 deadline to respond to the order to show cause why the Court shouldn't enter the partial final decree. I have not had sufficient time to review and get legal advice regarding the very complex 49 page settlement agreement, the order to show cause, the partial final decree, the summary, the Interim administrative order and the correspondence from the State Engineer. The settlement agreement was drafted in secrecy and the participants are bound by a confidentiality agreement, so information has not been forthcoming.

I object to the requirement that I must choose to accept or object to the settlement agreement before the following information is provided:

- a. The Joint Powers Agreement, including the authority and rules of operation of the county water authority;
- b. The Water Master Rules required by Section 5.3 of the Settlement Agreement;
- c. The Operating Agreement required by the Settlement Act Sect. 612;
- d. The Environmental Impact Statement Published Record of Decision as required by the Settlement Act Sec. 616, including the engineering design of the regional water system; and
- e. The USA must acquire Top of the World water rights and determine the best method of diverting the water to San Ildefonso Pueblo. Hydrological study(s) are required to prove the efficacy of the chosen method.

Without these documents and information, I cannot sign an incomplete contract. I am requesting that the proceedings arising out of the order to show cause why the court shouldn't enter a partial final decree be stayed until the information requested herein is provided. A stay will not harm the Plaintiff and the Plaintiffs-in Intervention but allowing that part of the case to proceed may harm my water rights.

I object to the settlement agreement provisions that require me to transfer, or commit to transfer, my water rights to the county water authority immediately upon entry of the partial final decree. At this time, the easements required for the Regional Water System have not been identified or acquired and the 2008 water system design has not been updated from its preliminary form. It will be years before I will be able to connect to the water system. I believe it is only fair that my water rights transfer at the time I am connected to the working regional water system.

I object to the lack of information about the water system to determine if the completion of the Regional Water System and delivery of water to my residence will be accomplished and when.

In all the information meetings regarding the settlement agreement, I have never been shown a system design for the water system. I am concerned about the feasibility of the system connecting to my residence.

I object to the entry of the partial final decree before all funding, agreements, rules, reports, and technical information have been provided and approved. The order to show cause should be stayed until such time as all such information regarding the regional water system is provided and funding is obtained.

I object to the double standard of treatment for the Non-Indians and the Pueblos as proposed by the settlement agreement:

In Sections 5.2.1.1 which states that the State Engineer will enforce the settlement agreement under state law, while Section 5.2.1.2 states that the State Engineer will enforce the settlement agreement according to the settlement agreement.

The settlement agreement recognizes future water rights by the State Engineer for the Pueblos but not for the non-Indians.

The Pueblos' water rights are protected from forfeiture but not the non-Indians' rights.

I object to the lack of right to enforce the settlement agreement by non-Indians.

I object to the entry of a partial final decree which adjudicates Pueblo water rights, before the Pueblos have participated in an inter se proceeding with all defendants, including myself. I have no information on how the amounts of Pueblo water rights were determined or how the priority dates were determined.

I object to the settlement agreement as unfair, inadequate, unreasonable, not in the public interest, and not in accordance with public law for the following reasons.

1. If the Pueblos impair or damage the non-Indian's water rights, the impairment is to be compensated for from an impairment fund, provided there is money in the fund (Sec. 5.5). The Pueblos may continue the impairment even if the non-Indian is unable to receive such funds. The non-Indian is not given enforcement rights (Dkt # 7970-3, p.12, Par 4). Thus, if the impairment fund is without funds, the non-Indian has no adequate remedy for the impairment.
2. The restriction against outdoor use of a domestic well for irrigation of non-commercial trees, gardens or laws is arbitrary.
3. Section 6.2.3 prohibits all appeals of the Court's decisions made before the signing of the settlement agreement by the Local Parties. (Section 1.6.2.1)
4. The settlement agreement is coercive by granting domestic well owners who agree to the settlement agreement 0.5 AFY while well owners who desire to keep their wells and not connect to the regional water system are only granted 0.3 AFY. A claimant who agrees with the settlement agreement may use 0.5 AFY for indoor and outdoor domestic uses, but a well owner who does not agree with the settlement agreement is subject to the preliminary injunction.

5. My rights to beneficial use of groundwater are reduced without consideration or just compensation.
6. The settlement agreement declares the Pojoaque Basin fully appropriated and provides for the closing of the Basin to any new permits. The available data regarding the amount of water in the Basin aquifer indicates that the aquifer contains millions of acre-feet of water. I object to the closing of the Basin to new permits because the State Engineer has not provided data to support his conclusion that the Basin is fully appropriated.
- * 7. I was not informed of the Aamodt Settlement Agreement at the time that I purchased my home in November, 2007. I purchased my home from Wachovia Bank and there was no disclosure that my well was under any kind of litigation. I received a letter ten months later that informed me that my well was involved in the Aamodt case. I object to the Settlement Agreement on the grounds that I was not informed about the litigation prior to the purchase of my home.

Ann Green McSpadden 4/4/14