Date: 6/11/07

Pages including this cover: 11

Fax: 505 827 6188

To: JOHN WHIPPLE

From: PAT PAGE

Code:

E-mail:

Phone:

Message: 2007-2008 ENDORSEMENT AGMTS - SJR ADMIN, OPERATIONS

RECOMMENDATIONS.
ENDORSEMENT AND AGREEMENT

The undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2007 and 2008, dated December 15, 2006, and agrees to comply with its terms; provided that this Endorsement and Agreement, if accepted and implemented by Reclamation and the State Engineer, and any results from the implementation of these Recommendations shall not be construed to: (1) be a determination or evidence of, or to establish, any party's water rights or consumptive use of water; (2) be a precedent for Navajo Dam operations or water administration in the San Juan River Basin in New Mexico in succeeding years; (3) be an agreement as to the validity or applicability of, or to imply accepted modification to, the San Juan River Basin Recovery Implementation Program's flow recommendations for endangered fish habitat in the San Juan River or any interpretation thereof: (4) establish any cause and effect relationships between any water uses, including water uses described in Section 1 of the Recommendations and water uses not included in Section 1, and streamflow impacts, water supplies or shortages; (5) establish any priorities between a given use of water from the San Juan River and other uses of water from either the San Juan River or its tributaries; (6) establish any entitlements to water, including any entitlements of fish to specific instream flows; (7) alter or amend any pre-existing agreements between parties unless otherwise expressly agreed to by the parties to said agreements; (8) waive the sovereign immunity of any Indian tribe; or (9) constitute a consent to tribal jurisdiction by any party.

The Recommendations are endorsed by BHP Billiton subject to an executed and approved subcontract among BHP, APS, PNM and the Jicarilla Apache Nation; as described and set forth in Paragraph 4 of the Recommendations, and further subject to any necessary permits or approvals from the Office of the State Engineer regarding the diversion and use of water under the described subcontract.

Signed this 31 day of January, 2007.

Name: John Myers
Title: VP, Power Production

On Behalf of: BHP Billiton (BHP Billiton Limited, New Mexico Coal Operations, dba BHP Navajo Coal Company

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached.
ENDORSEMENT AND AGREEMENT

The undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2006 and 2008, dated December 15, 2006 and agrees to comply with its terms; provided that this Endorsement and Agreement, if accepted and implemented by Reclamation and the State Engineer, and any results from the implementation of these Recommendations shall not be construed to: (1) be a determination or evidence of, or to establish, any party’s water rights or consumptive use of water, (2) be a precedent for Navajo Dam operations or water administration in the San Juan River Basin in New Mexico in succeeding years; (3) be an agreement as to the validity or applicability of, or to imply an accepted modification to, the San Juan River Basin Recovery Implementation Program’s flow recommendations for endangered fish habitat in the San Juan River or any interpretation thereof; (4) establish any cause and effect relationships between any water uses, including water uses described in Section 1 of the Recommendations and water uses not included in Section 1, and streamflow impacts, water supplies or shortages; (5) establish any priorities between a given use of water from the San Juan River and other uses of water from either the San Juan River or its tributaries; (6) establish any entitlements to water, including any entitlements of fish to specific instream flows; (7) alter or amend any pre-existing agreements between parties unless otherwise expressly agreed to by the parties to said agreements; (8) waive the sovereign immunity of any Indian tribe; or (9) constitute a consent to tribal jurisdiction by any party.

Signed this 14th day of January 2007.

Name: William E. Standley
Title: Mayor
On Behalf of: City of Farmington, New Mexico

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached.
ENDORSEMENT AND AGREEMENT

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Signed this __1st__ day of February, 2007.

[Signature]

Name: ____________ Levi Pesata

Title: ____________ President

On Behalf of: ____________ Jicarilla Apache Nation

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached.
ENDORSEMENT AND AGREEMENT

The undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2007 and 2008, dated December 15, 2006, and agrees to comply with its terms; provided that this Endorsement and Agreement, if accepted and implemented by Reclamation and the State Engineer, and any results from the implementation of these Recommendations shall not be construed to: (1) be a determination or evidence of, or to establish, any party’s water rights or consumptive use of water, (2) be a precedent for Navajo Dam operations or water administration in the San Juan River Basin in New Mexico in succeeding years; (3) be an agreement as to the validity or applicability of, or to imply an accepted modification to, the San Juan River Basin Recovery Implementation Program’s flow recommendations for endangered fish habitat in the San Juan River or any interpretation thereof; (4) establish any cause and effect relationships between any water uses, including water uses described in Section 1 of the Recommendations and water uses not included in Section 1, and streamflow impacts, water supplies or shortages; (5) establish any priorities between a given use of water from the San Juan River and other uses of water from either the San Juan River or its tributaries; (6) establish any entitlements to water, including any entitlements of fish to specific instream flows; (7) alter or amend any pre-existing agreements between parties unless otherwise expressly agreed to by the parties to said agreements; (8) waive the sovereign immunity of any Indian tribe; or (9) constitute a consent to tribal jurisdiction by any party.

Signed this 15th day of January, 2007

[Signature]

Name: Lawrence Strock
Title: Chairman
On Behalf of: Farmers Mutual Ditch

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ENDORSEMENT AND AGREEMENT

THE undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2007 and 2008, dated December 15, 2006, and agrees to comply with its terms; provided that this Endorsement and Agreement, if accepted and implemented by Reclamation and the State Engineer, and any results form implementation of these Recommendations shall not be construed to; (1) be a determination or evidence of, or to establish, any party's water rights or consumptive use of water, (2) be a precedent for Navajo Dam operations or water administration in the San Juan River Basin in New Mexico in succeeding years; (3) be an agreement as to the validity or applicability of, or to imply an accepted modification to, the San Juan River Basin Recovery Implementation Program's flow recommendations for endangered fish habitat in the San Juan River or any interpretation thereof; (4) establish any cause and effect relationships between any water uses, including water uses described in Section 1 of the Recommendations and water uses not included in Section 1, and stream flow impacts, water supplies or shortages; (5) establish any priorities between a given use of water from the San Juan River and other uses of water from either the San Juan River or it tributaries; (6) establish any entitlements to water, including any entitlements of fish to specific instream flows; (7) alter or amend any pre-existing agreements between parties unless otherwise expressly agreed to by the parties to said agreements; (8) waive the sovereign immunity of any Indian tribe; or (9) constitute a consent to tribal jurisdiction by any party; (10) not be an impediment to the Bloomfield Irrigation District (B.I.D.) requesting the flexibility in reservoir releases as related on page two of Ms. Carol De Angelis, BOR Area Manager letter to the B.I.D. Dated July 6, 2005, where release of future development water is not being currently fully used will be incorporated into operations to augment the 250 CFS minimum release during the irrigation season with a goal of releases at or above 350 CFS which will be necessary for the B.I.D. to receive its agreed rate of diversion in Table 1-Diversion demand of 160 CFS where the San Juan River 50/50 stream channel split will only provide the measured 78 percent (78%) of the B.I.D. diversion demand with our reasonable western channel river bed maintenance and modifications, and thereby cause impairment to our water users without such augmenting releases; (11) be an endorsement of the flawed 2001 Low Flow Test and predetermined conclusion of a 250/5000 preferred flow recommendations; (12) prevent the B.I.D. to reserve the right to withdraw, in writing, from this agreement if its users water rights become impaired without necessary additional releases.

Signed this 7th day of March, 2007

Carroll Crawford

Signature

Name: CARROLL CRAWFORD

Title: CHAIRMAN

On Behalf of: BLOOMFIELD IRRIGATION DISTRICT

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached. SIGNING APPROVED BY THE DISTRICT BOARD OF DIRECTORS IN OPEN MEETING ON 12-11-2006.
ENDORSEMENT AND AGREEMENT

The undersigned party endorses the Recommendations for San Juan River Operations and Administration for 2007 and 2008, dated December 15, 2006, and agrees to comply with its terms; provided that this Endorsement and Agreement, if accepted and implemented by Reclamation and the State Engineer, and any results from the implementation of these Recommendations shall not be construed to: (1) be a determination or evidence of, or to establish, any party's water rights or consumptive use of water, (2) be a precedent for Navajo Dam operations or water administration in the San Juan River Basin in New Mexico in succeeding years; (3) be an agreement as to the validity or applicability of, or to imply an accepted modification to, the San Juan River Basin Recovery Implementation Program's flow recommendations for endangered fish habitat in the San Juan River or any interpretation thereof; (4) establish any cause and effect relationships between any water uses, including water uses described in Section 1 of the Recommendations and water uses not included in Section 1, and streamflow impacts, water supplies or shortages; (5) establish any priorities between a given use of water from the San Juan River and other uses of water from either the San Juan River or its tributaries; (6) establish any entitlements to water, including any entitlements of fish to specific instream flows; (7) alter or amend any pre-existing agreements between parties unless otherwise expressly agreed to by the parties to said agreements; (8) waive the sovereign immunity of any Indian tribe; or (9) constitute a consent to tribal jurisdiction by any party.

Signed this 4th day of January, 2007.

Name:  

Title:  

On Behalf of:  HAMMOND CONSERVANCY DISTRICT  

790 ROAD 4990  

BLOOMFIELD, NEW MEXICO 87413  

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached.
ENDORSEMENT AND AGREEMENT

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Signed this 19th day of December, 2006.

[Signature]

Name: John Myers
Title: U.S. Power Production
On Behalf of: [Signature]

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached
ENDORSEMENT AND AGREEMENT

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Signed this 16th day of April, 2007.

Name: [Signature]
Title: Chairman

On Behalf of: [Jemez Valley Water Association]

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be signed is attached.
ENDORSEMENT AND AGREEMENT

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Signed this ______ day of MAY 29 2007, 2007.

[Signature]

Name: Joe Sickey, Jr.

Title: President

On Behalf of: The Navajo Nation

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached.
ENDORSEMENT AND AGREEMENT

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Signed this 17th day of April, 2007.

Name: [Signature]
Title: VP - Fossil Generation
On Behalf of: Arizona Public Service Co.

If appropriate, a resolution evidencing authority to enter into this Endorsement and Agreement to be Bound is attached.