

TREATY

These Articles of Treaty and Agreement are made and entered into this 18th day of March, 2000, by and between the Navajo Nation, a sovereign, federally-recognized Indian tribe, and the San Juan Southern Paiute Tribe ("the Paiute Tribe"), a sovereign, federally-recognized Indian tribe.

Article I. Purpose. In the long history of the Dineh and Paiute people living together, the time has come to enter into a written treaty to enhance and clarify the sovereign authority of both nations, to provide a permanent homeland for the Paiute Tribe and to resolve mutual concerns. In making this Treaty, the two nations, recognizing that the Dineh and the Paiute people have the responsibility to treat one another as human beings under the guidance of the Great Spirit, desire to establish harmony between the two nations for all future generations.

Article II. Conveyance of Land to the Paiute Tribe. The Navajo Nation's beneficial interest in the property illustrated on Map A ("the San Juan Paiute Southern Area") and Map B ("the San Juan Paiute Northern Area") is hereby quitclaimed by the Navajo Nation to the United States of America in trust for the Paiute Tribe.

Article III. Creation of Paiute Reservation. The Navajo Nation hereby consents to the creation of a reservation for the Paiute Tribe on the San Juan Paiute Southern Area and the San Juan Paiute Northern Area. The Paiute Tribe and the Navajo Nation shall jointly petition Congress for legislation to create said reservation for the Paiute Tribe, approve the terms of this Treaty, and repeal 25 U.S.C. § 640d-8 so that no individual shall be eligible for any allotment thereunder. Upon the Effective Date, the Paiute Tribe and its members shall be eligible for all federal benefits and programs available to those tribes with reservations.

Article IV. Agricultural Use Permit in Paiute Canyon, Arizona. The Paiute Tribe shall have a perpetual agriculture use permit to Parcels 1 and 2 within the area shown on Map C ("the Paiute Canyon Farming Area"), but that land shall remain part of the Navajo Reservation. The agriculture use permit shall be in the name of the Paiute Tribe, which shall

have exclusive control over which of its members may utilize lands under the permit. In connection with farming in Paiute Canyon, Paiutes shall have the right to build shelters and storage facilities within Parcels 1 and 2.

Article V. Surveying and Fencing.

A. As soon as practicable, the United States shall cause a survey to be performed of the San Juan Paiute Southern Area and the San Juan Paiute Northern Area according to the boundaries depicted on Maps A and B, the true boundaries to be determined by survey in as near conformity with said maps as is physically and technically practicable. The legal descriptions of the San Juan Paiute Southern Area and the San Juan Paiute Northern Area as surveyed shall be provided by the United States to the Navajo Nation and the Paiute Tribe and thereupon shall be deemed a part of this Treaty. The legal description of the Paiute Canyon Farming Area is attached as part of Map C.

B. As soon as practicable, the United States shall cause fences to be constructed around the perimeter of the San Juan Paiute Southern Area and the San Juan Paiute Northern Area where feasible, except at the places where fences are prohibited by Article XI. Where fencing is not feasible, the boundary shall be marked. The perimeters of Parcels 1 and 2 within the Paiute Canyon Farming Area also shall be fenced by the United States and when that fencing is complete, portions of the existing fence not needed as fencing for Parcels 1 and 2 may be removed by the United States or the Navajo Nation. All of the fences shall be of sufficient strength to prevent livestock from passing into or out of the fenced areas, with cattle guards and gates to be constructed at reasonable locations, including at least the locations marked on Maps A and B. The parties shall cooperate with the fencing crews to identify any cultural sites that may be situated on the proposed fence lines. If any such cultural sites are identified, the fence shall be moved the minimal amount necessary to avoid such site, but the fence line shall be adjusted in the other direction as near as practical to the site of the first adjustment so the net size of the fenced area shall remain as unchanged as practical. Until such fences are installed, neither party nor its individual members shall be liable to the other if livestock may graze on the land of the other party, and neither party shall

impound any livestock.

C. Any delay by the United States in funding or performing its surveying and fencing obligations shall not alter the effectiveness of this Treaty. As soon as possible after completion of fencing and/or marking of each area, the United States shall publish notice of completion in the Federal Register, which shall be done only for purposes of notice and not for public comment. Such notice shall be final and unreviewable for purposes of Article VI.B of this Treaty.

Article VI. Jurisdiction.

A. The Paiute Tribe presently is exercising jurisdiction over its members regarding issues that are entirely Paiute-related. When this Treaty becomes effective, the San Juan Paiute Southern Area and the San Juan Paiute Northern Area shall also become subject to the jurisdiction of the Paiute Tribe with reference to such Paiute-related issues.

B. Immediately upon publication in the Federal Register of notice of completion of fencing (or marking of the boundary where fencing is not feasible) of the San Juan Paiute Southern Area and the San Juan Paiute Northern Area, full jurisdiction that federal law allows tribes to assert within their reservations shall permanently pass to the Paiute Tribe. Such jurisdiction shall pass independently in each area as soon as the fencing and/or marking of that area is complete and notice of completion is published in the Federal Register as to that area.

C. Parcels 1 and 2 within the Paiute Canyon Farming Area shall remain subject to the laws and jurisdiction of the Navajo Nation, provided, however, that neither the Navajo Nation nor its political subdivisions shall pass any law or take any other action to disturb the Paiute Tribe and its members in the enjoyment of the perpetual agriculture use permit to Parcels 1 and 2 within the Paiute Canyon Farming Area and the water use rights defined herein.

Article VII. Release of Paiute Claims.

A. The Paiute Tribe, for itself and on behalf of all its members, hereby releases the Navajo Nation and each of its members from any presently existing claim whatsoever to title

or use of any land on the Navajo Reservation, excepting the title, interest, use rights and access rights granted in this Treaty, whether or not such claim has been asserted or is presently known.

B. The Paiute Tribe, for itself and on behalf of all its members, hereby releases the Navajo Nation and each of its members from any presently existing claim for money, accounting, damages or other compensation relating to or arising from use, title or condition of any lands, including but not limited to any claim that might have been asserted under 25 U.S.C. § 640d-7(c), whether or not presently asserted and whether or not known.

C. The foregoing releases do not affect the rights of any individual under any private agreement between one or more individual members of the Paiute Tribe and one or more individual members of the Navajo Nation.

Article VIII. Release of Navajo Claims.

A. The Navajo Nation, for itself and on behalf of all its members, hereby releases any presently existing claim to the San Juan Paiute Southern Area and the San Juan Paiute Northern Area, whether or not such claim presently has been asserted or is presently known.

B. The Navajo Nation, for itself and on behalf of all its members, hereby releases the Paiute Tribe and each of its members from any claim for money, accounting, damages or other compensation relating to or arising from use, title or condition of any lands, including but not limited to any claim that might have been asserted under 25 U.S.C. § 640d-7(c), whether or not presently asserted and whether or not known.

C. The foregoing releases do not affect the rights of any individual under any private agreement between one or more individual members of the Paiute Tribe and one or more individual members of the Navajo Nation.

Article IX. Representations and Warranties.

A. The Navajo Nation represents and warrants to the Paiute Tribe that its signator to this Treaty is the President of the Navajo Nation and is duly authorized and empowered to enter into this Treaty on behalf of the Navajo Nation.

B. The Paiute Tribe represents and warrants to the Navajo Nation that its signator to

this Treaty is the President of the Paiute Tribe and is duly authorized and empowered to enter into this Treaty on behalf of the Paiute Tribe.

Article X. No Further Warranties or Representations. No party is relying on any promise, representation or warranty not expressly contained in this Treaty. Without limiting the generality of the foregoing:

A. Each party is relying on its own assessment of the size, location, condition and value of the land illustrated on Maps A, B and C, and not on any representation or warranty made by the other party or any third party.

B. Each party waives all appraisals, assessments and evaluations of the land described in this Treaty by the United States or anybody else, including but not limited to any assessment of possible water supplies, mineral deposits, geological faults, surface or subsurface conditions, hazardous waste, cultural resources, historical sites, artifacts or other conditions or attributes, whether or not known or obvious.

Article XI. Access.

A. Members of the Paiute Tribe shall have the reasonable right to cross the Navajo Reservation to gain access (including the right to cross with livestock but not to graze those livestock upon the Navajo Reservation) to the San Juan Paiute Southern Area, the San Juan Paiute Northern Area and the Paiute Canyon Farming Area on existing roads and trails on the Navajo Reservation and upon such other roads or trails as may hereafter be constructed; except, however, that the Navajo Nation does not guarantee access on roads crossing lands allotted to Navajo individuals. The Navajo Nation has notified and hereby notifies the Paiute Tribe that an existing road to portions of the San Juan Paiute Southern Area crosses an existing Navajo allotment and therefore that road may be closed at any time at the will of the holders of that allotment. The Paiute Tribe acknowledges that said existing road is not the only means of access to the San Juan Paiute Southern Area because the San Juan Paiute Southern Area described in this Treaty is contiguous to Highway 89. The Paiute Tribe is planning to construct or to have constructed a public road from Highway 89 to Paiute fields and homesites at Willow Springs, with the alignment of such road being substantially as

shown on Map D, and an easement across Navajo land is hereby granted for such road.

B. Members of the Navajo Nation shall have the reasonable right to cross the San Juan Paiute Southern Area and the San Juan Paiute Northern Area (including the right to cross with livestock but not to graze those livestock upon those lands) on existing roads and trails and upon such other roads as may hereafter be constructed, including the right to cross the San Juan Paiute Southern Area on the planned road described above. No gate or fence shall be constructed across the planned road described above except as shown on Map A, nor shall any fence or other device be installed that would impede the movement of wildlife and unescorted livestock in and through Hamblin Wash.

Article XII. Plant Gathering. In the past, individual members of the Paiute Tribe and the Navajo Nation have traditionally gathered basketmaking materials, medicinal plants and other plant materials. Individual members of the Paiute Tribe and the Navajo Nation shall be permitted to continue to gather such materials as they have in the past, provided, however, that no member of either group shall go upon the land of the other for purposes of gathering firewood.

Article XIII. Access to and Protection of Burial and Sacred Sites. Individual members of the Navajo Nation and the Paiute Tribe shall continue to have access to and use of lands of the other tribe for religious observances, religious practices and access to existing burial sites. The two tribes will cooperate with each other to ensure that each other's sacred sites are protected to the extent reasonably possible.

Article XIV. Sharing of Certain Water Sources.

A. A natural water source known as Jack Homer Spring is situated on the San Juan Paiute Southern Area, at the location shown on Map A. The Paiute Tribe has plans to collect water from Jack Homer Spring and other nearby springs in a reservoir yet to be built and/or an existing reservoir to be improved on the San Juan Paiute Southern Area. Until such construction and/or improvements are made, Grace Secody shall have the right to use sufficient water from Jack Homer Spring for the irrigation of no more than one acre of farm land and for reasonable domestic and livestock use. After the water sources are combined

and the new reservoir is built and/or the existing reservoir is improved, Grace Secody shall have the right to use sufficient water from the new reservoir for the irrigation of no more than 2.5 acres. *Provided*, however, that in either instance, if there is a water shortage, Grace Secody and neighboring members of the Paiute Tribe shall share the water from Jack Homer Spring and the combined reservoir, if built, in reasonable proportion to their respective rights for domestic, livestock and agricultural use. The Spring and reservoir shall be under the jurisdiction and administration of the Paiute Tribe. This provision does not convey to Grace Secody any water right in the Spring or reservoir other than the use right described above. The Paiute Tribe shall, at its expense, construct and maintain fencing to prevent contamination of the water by livestock. Grace Secody's rights under this Treaty may be assigned or inherited and every reference to Grace Secody shall include her heirs and assignees.

B. Near the Paiute Canyon Farming Area is a water source known as Oak Springs and two smaller springs, Cold Spring (Shupuvats) and Cane Spring (Paxampats), which are the principal water sources for irrigation of Navajo and Paiute farms inside the Paiute Canyon Farming Area. The Paiute Tribe and the neighboring Navajo farmers shall use the water from the three springs in proportion to their respective needs within the Paiute Canyon Farming Area, for domestic, livestock and agricultural use and shall be jointly responsible for restoring and maintaining the springs and the related irrigation ditch system. This Treaty does not convey to the Paiute Tribe any water right in the Paiute Canyon Farming Area other than the use right described above. Irrigation for Navajo and Paiute farms in the Paiute Canyon Farming Area shall have priority over all other uses of the springs. The parties will cooperate in the location and construction of any needed reservoirs or improvements of any ditches to ensure an adequate supply of water for the fields. Paiutes may make all improvements to their field areas, ditches, or reservoirs that they deem necessary within Parcels 1 and 2, so long as this does not interfere with Navajo water rights.

C. Paiute people living on the San Juan Paiute Northern Area and Navajo people living near that area are now served by a community water system that is operating at or near

its present capacity. The Navajo Nation and the Paiute Tribe, in consultation with such federal agencies as may have authority or expertise in such matters, shall cooperatively endeavor to arrange for additional, assured source(s) and means of distribution of safe water for domestic use of present and future Navajo and Paiute residents of that area, and any water that becomes available as a result of such endeavors shall be shared by all such residents pro rata, on a nondiscriminatory basis. The Paiute people using the present system, and their heirs and assigns, may, at their option, remain hooked up to that system and shall be served by it on a nondiscriminatory basis. In the event of any water shortage, all users shall share the available water on a pro rata basis. In the event any charge or assessment is levied for use, maintenance, repair or improvement of the system, all users shall pay on a pro rata, nondiscriminatory basis. Unless and until a new system is available, all Paiutes may continue to use the community well.

Article XV. Water Rights. The water rights of the Paiute Tribe for the San Juan Southern Area will be determined in the pending Little Colorado River Adjudication. Quitclaim of the San Juan Paiute Southern Area and the San Juan Paiute Northern Area under this Treaty transfers from the Navajo Nation to the Paiute Tribe all water rights, and claims to water rights of the Navajo Nation, if any, associated with those lands and the Navajo Nation will not claim water for such lands. This Treaty does not affect any argument either for or against any priority date of any water right or claim to water. Until there is a final determination of the Paiute Tribe's water rights in the Little Colorado River Adjudication, the Paiute Tribe agrees to limit its water use on the San Juan Paiute Southern Area to no more than 300 acre-feet annually from a combination of groundwater and water from springs and washes.

Article XVI. Easements for Utilities. The Navajo Nation agrees that it and its political subdivisions shall grant utility easements for the extension of utilities to the San Juan Paiute Southern Area and San Juan Paiute Northern Area on a non-discriminatory basis. The Paiute Tribe agrees that it and its political subdivisions shall grant utility easements for the extension of utilities across the San Juan Paiute Southern Area and the San Juan Paiute

Northern Area on a non-discriminatory basis. The number and location of these easements shall be such as to make extensions of the utilities to the Paiute areas reasonable from the standpoints of convenience, engineering, and costs.

Article XVII. Secretarial and Congressional Approval; Effective Date. This Treaty shall become immediately effective, binding and self-executing ("the Effective Date") upon the occurrence of both (a) execution by the Secretary of the Interior or his authorized representative ("the Secretary") signifying his consent to the agreements set forth in this Treaty, to the transfer of beneficial interests in certain trust lands and to the creation of use rights and access rights upon and to certain trust lands, all as described in this Treaty, and (b) enactment of legislation to create the reservation described herein for the Paiute Tribe, approve the terms of this Treaty, and repeal 25 U.S.C. § 640d-8 so that no individual shall be eligible for any allotment thereunder, as described in Article III of this Treaty. This Treaty may not be amended in any respect by the Secretary or the Congress and if any such amendment is attached as a condition to approval, this Treaty shall be of no effect as between the Navajo Nation and the Paiute Tribe.

Article XVIII. Dismissal of Litigation.

A. As soon as practical after the Effective Date, the parties shall petition the courts to dismiss with prejudice all claims between the Paiute Tribe and the Navajo Nation in the pending litigation, No. CIV 74-842 PCT EHC in the United States District Court for the District of Arizona, appeal docketed, No. 93-15216 in the United States Court of Appeals for the Ninth Circuit (Feb. 5, 1993), each party to bear its own attorneys' fees and costs.

B. The Paiute Tribe acknowledges that some or all of the lands described in this Treaty may be subject to ongoing claims by the Hopi Tribe in the pending litigation mentioned above or otherwise, and further acknowledges that any such Hopi claims will not be affected by this Treaty. The Paiute Tribe accepts the risk of any and all claims by the Hopi Tribe and will be solely responsible for any defense the Paiute Tribe may wish to assert against any Hopi claim. The Navajo Nation has not made any warranty or representation as to title to any of the lands described in this Treaty and the Paiute Tribe is relying solely on

its own assessment of the potential risks of any claim of title or other interest by the Hopi Tribe or any other person or entity, whether or not presently asserted.

Article XIX. Enforcement.

A. After the Effective Date, if the Navajo Nation or any of its members or the Paiute Tribe or any of its members is aggrieved by a violation of the terms of this Treaty, the aggrieved party may commence an action only for declaratory and/or injunctive relief against any individual alleged to be acting in violation of the Treaty, but only to the extent that such action is not barred by the sovereign immunity of the Navajo Nation or the Paiute Tribe or their officials, and nothing in this Treaty shall be construed as a waiver of the sovereign immunity of the Navajo Nation or the Paiute Tribe or their respective officials.

B. Exclusive jurisdiction for an action commenced pursuant to the foregoing provision shall lie as follows:

1. If the act or omission alleged to violate this Treaty occurs on the San Juan Paiute Southern Area or the San Juan Paiute Northern Area or involves a dispute among Paiutes over use of Parcels 1 and/or 2 within the Paiute Canyon Farming Area, jurisdiction shall lie in the tribal courts of the Paiute Tribe.

2. If the act or omission alleged to violate this Treaty occurs on the Navajo Reservation including the Paiute Canyon Farming Area with the exception mentioned in Section B.1 of this Article, jurisdiction shall lie in the courts of the Navajo Nation.

Article XX. Counterparts and Further Instruments. Three identical counterparts of this Treaty shall be fully executed, each of which shall be deemed an original. One counterpart shall be delivered to the Navajo Nation, one to the Paiute Tribe and one to the Secretary of the Interior. Each party shall execute such further documents as may be required to carry out the transfers and agreements described in this Treaty.

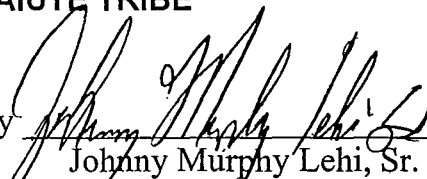
Article XXI. Certain Lifetime Use Rights. For the remainder of his natural life, Mr. Clyde Whiskers (date of birth March 12, 1948) shall have the right to occupy and use his present residence on the Navajo Reservation, as illustrated on Map E. During his lifetime, Mr. Whiskers may not assign or transfer his occupancy or use rights to any other person. At

the expiration of those lifetime use rights, all improvements on the parcel illustrated on Map E shall be the property of the Navajo Nation.

In Witness Whereof the undersigned duly authorized representatives of the parties have hereunto set their hands on the day and year first above written.

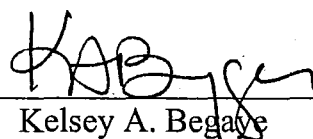
**SAN JUAN SOUTHERN
PAIUTE TRIBE**

By


Johnny Murphy Lehi, Sr.
President

NAVAJO NATION

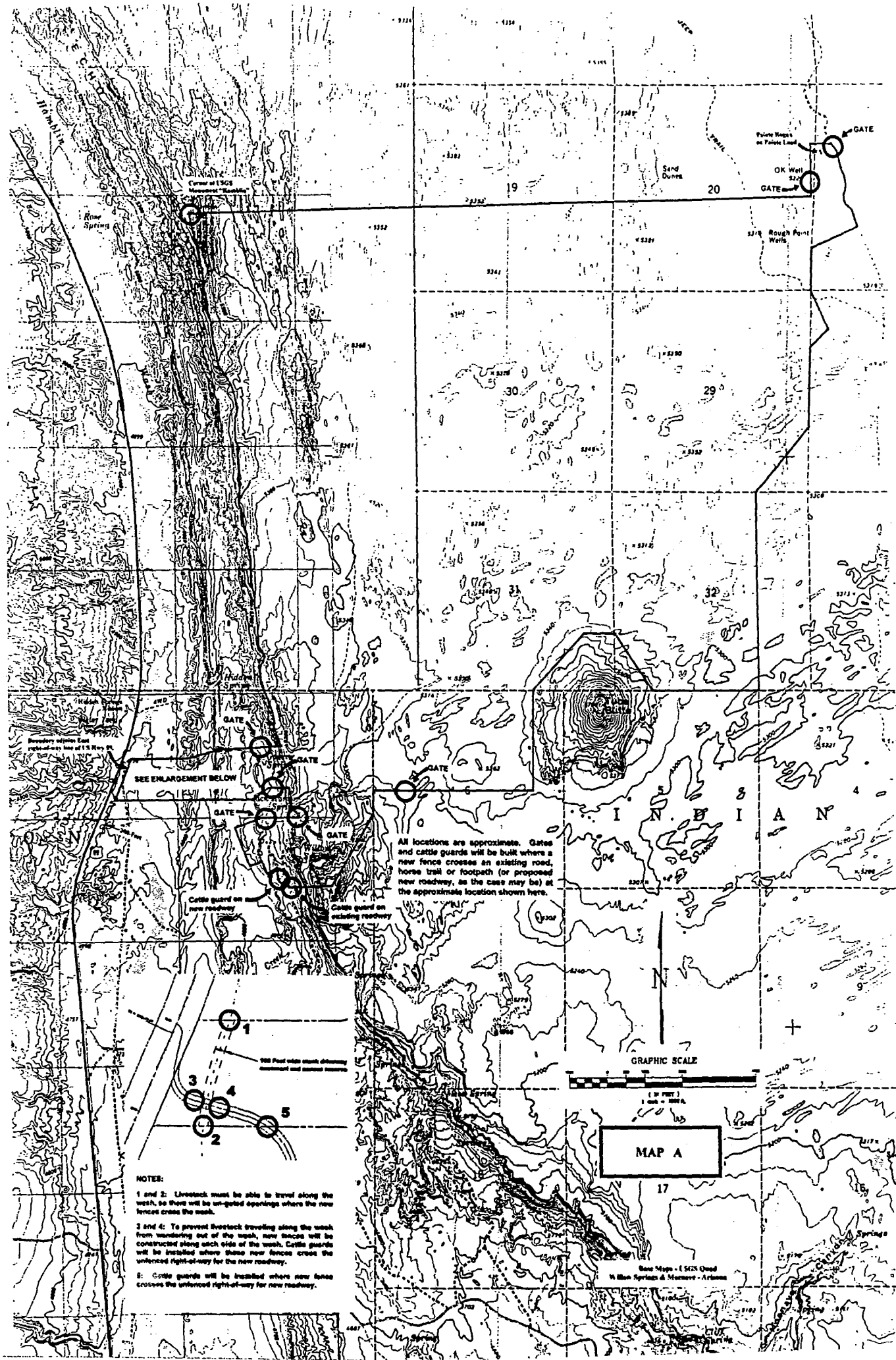
By


Kelsey A. Begaye
President

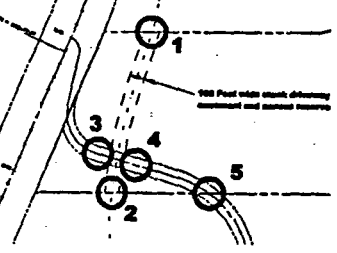
APPROVAL

The foregoing treaty and agreement by and between the Navajo Nation and the San Juan Southern Paiute Tribe on behalf of themselves and their members is hereby approved as of the day and year first above written. The Secretary specifically finds that an appraisal of the fair market value of the land conveyed under this Treaty is not necessary or appropriate in light of the special relationship between the parties and the special circumstances recited in this Treaty, that nothing in the Treaty describes any "major federal action" for any regulatory purpose, and that no further investigations or approvals are necessary or appropriate.

Secretary of the Interior



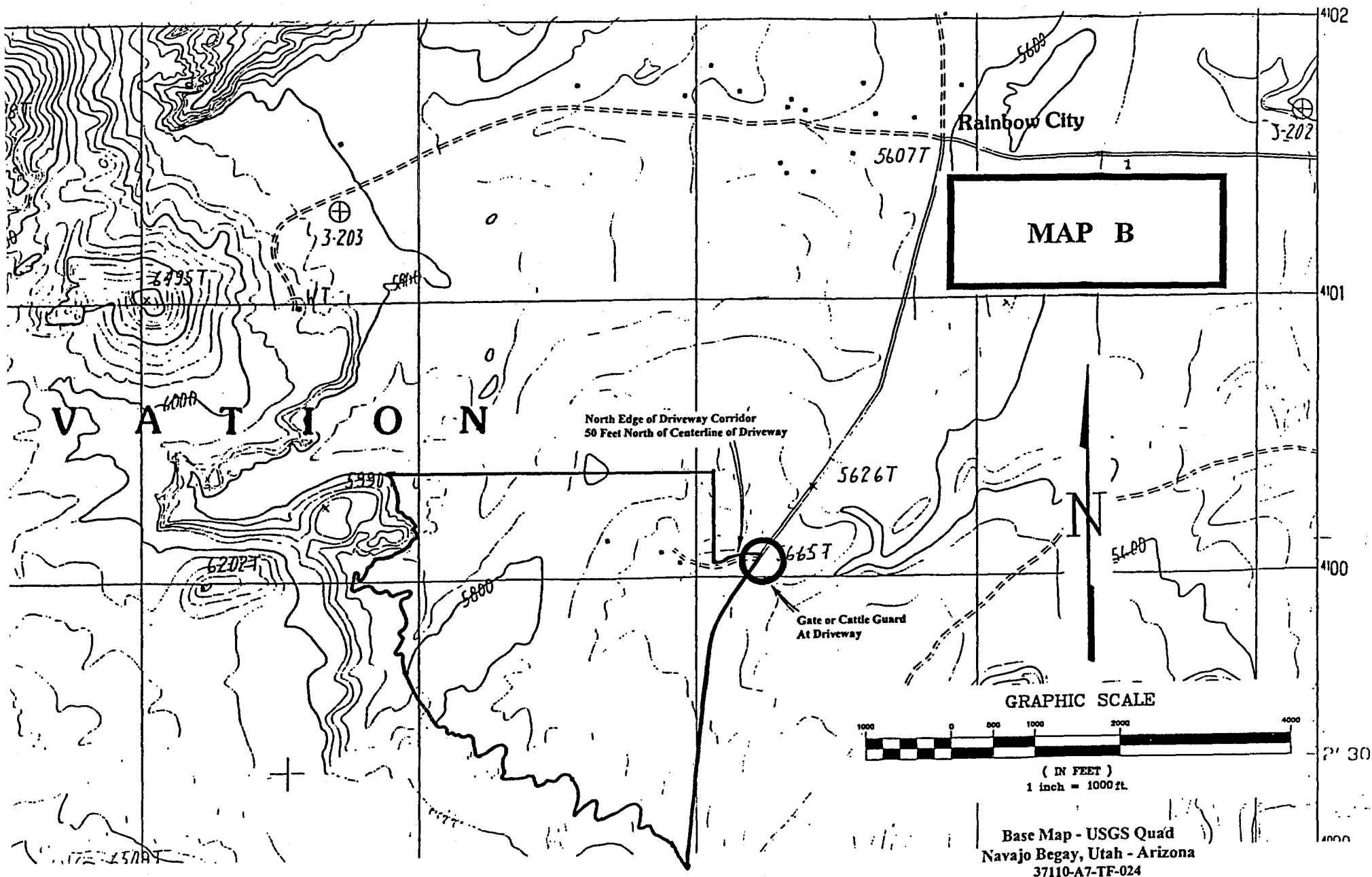
All locations are approximate. Gates and cattle guards will be built where a new fence crosses an existing road, horse trail or footpath (or proposed new roadway, as the case may be) at the approximate location shown here.



- NOTES:
- 1 and 2: Livestock must be able to travel along the wash, so there will be un-gated openings where the new fences cross the wash.
 - 3 and 4: To prevent livestock traveling along the wash from wandering out of the wash, new fences will be constructed along each side of the wash. Cattle guards will be installed where these new fences cross the unfenced right-of-way for the new roadway.
 - 5: Cattle guards will be installed where new fence crosses the unfenced right-of-way for new roadway.

MAP A

Base Maps - USGS Quad
W. Man Springs & Morrow - Arizona



MAP C

[illegible]PAIUTE
PARCEL #1

**PALETTE
MARCEL #2**

BOUNDARY POINT #1 37° 51' 37.50" N 119° 36' 28.15" W
BOUNDARY POINT #2 37° 57' 08.54" N 119° 36' 28.15" W
DISTANCE FROM BKT. PT. #1 TO BKT. PT. #2 = 5.474240" W

PAID PARCEL	NO. 11	ACROSS
27	425.41	8.253
28	425.41	8.417
1074	425.41	8.428

GRAPHS

N

Figure 1 is a vertical cross-section diagram of a trench. The total depth of the trench is indicated as 10 feet on the right side. The trench is divided into three distinct layers: a top layer of 2 feet of loose soil, a middle layer of 4 feet of compacted soil, and a bottom layer of 4 feet of compacted soil. A vertical line on the right side of the trench is labeled "10 FEET" and "1 inch = 200 ft." The diagram shows the relative positions of the trench walls, the layers of soil, and the location of the trench bottom.

85111



PAIUTE CANYON, ARIZONA

By: JAF	Date: 12-8-87
On: Date:	
Signature	Date

WERHAN, FOLKERS & MONIHAN, INC.
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PAIUTE PARCEL #1

A parcel of land located approximately in unsurveyed Township 40 North, Ranges 15 and 16 East, Gila and Salt River Meridian, Navajo County, Arizona, described as follows:

COMMENCING for reference at a found 1/2" rebar with plastic cap marked "RLS 18215" located at $36^{\circ}52'37.630''$ N and $110^{\circ}38'56.735''$ W, NAD 83;

Thence South $28^{\circ}25'53''$ East, 938.08 feet to a set 1/2" rebar with plastic cap marked "RLS 18215" and the POINT OF BEGINNING;

Thence South $77^{\circ}13'25''$ East, 152.78 feet 1/2" rebar with plastic cap marked "RLS 18215";

Thence South $28^{\circ}48'31''$ West, 225.26 feet 1/2" rebar with plastic cap marked "RLS 18215";

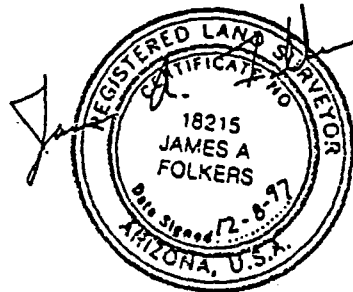
Thence North $63^{\circ}00'16''$ West, 135.86 feet 1/2" rebar with plastic cap marked "RLS 18215";

Thence North $25^{\circ}25'55''$ East, 187.69 feet to the POINT OF BEGINNING.

CONTAINING 29,283 square feet (0.672 acres), more or less.

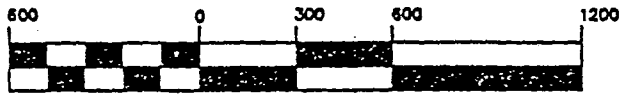
BASIS OF BEARINGS for this description is the line from Reference Point 1 ($36^{\circ}52'37.630''$ N and $110^{\circ}38'56.735''$ W, NAD 83) to Reference Point 2 ($36^{\circ}52'08.248''$ N and $110^{\circ}39'30.154''$ W, NAD 83), which is South $42^{\circ}42'48''$ West.

Prepared by:
James A. Folkers, RLS
Werhan, Folkers & Monihan, Inc.
405 N. Beaver St., Suite 7
Flagstaff, Arizona 86001
Job No. 95111
December 5, 1997





GRAPHIC SCALE



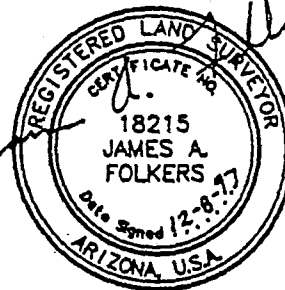
(IN FEET)
1 inch = 600 ft.

REF PT #1

PAIUTE
PARCEL #2

PAIUTE
PARCEL #1

REF PT #2



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PARCEL LOCATIONS
PAIUTE CANYON, ARIZONA

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SHEET: 1 OF 1 | JOB NO. 95111

PAIUTE PARCEL #2

A parcel of land located approximately in unsurveyed Township 40 North, Ranges 15 and 16 East, Gila and Salt River Meridian, Navajo County, Arizona, described as follows:

COMMENCING for reference at a found 1/2" rebar with plastic cap marked "RLS 18215" located at 36°52'37.630" N and 110°38'56.735" W, NAD 83;

Thence South 15°03'18" West, 1547.55 feet to a found 1/2" rebar with plastic cap marked "RLS 18215" and the POINT OF BEGINNING;

Thence South 51°51'52" East, 449.23 feet to a found 1/2" rebar with plastic cap marked "RLS 18215";

Thence South 41°09'38" West, 55.67 feet to a set 1/2" rebar with plastic cap marked "RLS 18215";

Thence North 70°07'04" West, 471.13 feet to a set 1/2" rebar with plastic cap marked "RLS 18215";

Thence North 02°58'08" East, 150.07' feet to a set 1/2" rebar with plastic cap marked "RLS 18215";

Thence North 39°16'24" West, 177.99 feet to a set 1/2" rebar with plastic cap marked "RLS 18215";

Thence North 50°43'36" East, 116.96 feet to a found 1/2" rebar with plastic cap marked "RLS 18215";

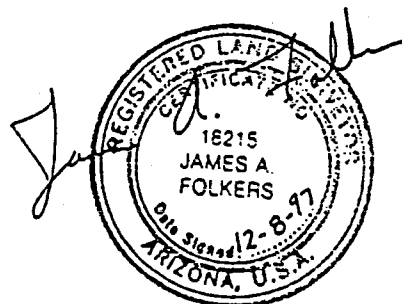
Thence North 21°56'00" East, 288.14 feet to a found 1/2" rebar with plastic cap marked "RLS 18215";

Thence South 75°07'09" E, 372.68 feet to the POINT OF BEGINNING.

CONTAINING 425,471 square feet (9.767 acres), more or less.

BASIS OF BEARINGS for this description is the line from Reference Point 1 (36°52'37.630" N and 110°38'56.735" W, NAD 83) to Reference Point 2 (36°52'08.248" N and 110°39'30.154" W, NAD 83), which is South 42°42'48" West.

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Job No. 95111
December 5, 1997





GRAPHIC SCALE



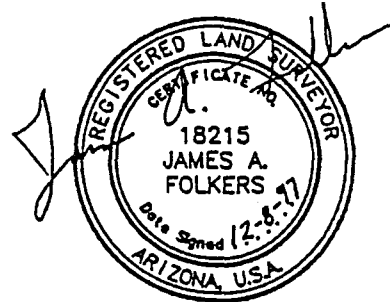
(IN FEET)
1 inch = 600 ft.

REF PT #1

PAIUTE
PARCEL #2

PAIUTE
PARCEL #1

REF PT #2



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PARCEL LOCATIONS
PAIUTE CANYON, ARIZONA

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SHEET: 1 OF 1

JOB NO. 95111

U.S. 89 — WILLOW SPRINGS ACCESS ROAD

A strip of land 50 feet wide located in unsurveyed Township 32 North, Range 9 East, Gila and Salt River Meridian, Coconino County, Arizona, lying 25 feet on each side of the following described centerline:

Beginning on the centerline of U.S Highway 89, (ADOT Project No. F-037-2(8)) at POC Station 1140+00, which point is a point of curve from which the radius point lies South $23^{\circ} 16' 37''$ West 100.00 feet, and which is Station 0+00.00 for this right-of-way;

thence Southeasterly 137.72 feet, along the arc of a 100.00 foot radius curve, concave to the Southwest, which has a central angle of $78^{\circ} 54' 25''$ to a point of tangency at Sta 1+37.72;

thence South $12^{\circ} 11' 02''$ West, 357.99 feet to a point of curve at Sta 4+95.71;

thence Southeasterly 417.23 feet, along the arc of a 275.00 foot radius curve, concave to the Northeast, which has a central angle of $86^{\circ} 55' 45''$ to a point of tangency at Sta 9+12.94;

thence South $74^{\circ} 44' 43''$ East, 594.96 feet to a point of curve at Sta 15+07.89;

thence Southeasterly 892.69 feet, along the arc of a 700.00 foot radius curve, concave to the Southwest, which has a central angle of $73^{\circ} 04' 04''$ to a point of tangency at Sta 24+00.58;

thence South $01^{\circ} 40' 39''$ East, 1629.46 feet to a point of curve at Sta 40+30.04;

thence Southeasterly 655.51, feet along the arc of a 500.00 foot radius curve, concave to the Northeast, which has a central angle of $75^{\circ} 06' 59''$ to a point of tangency at Sta 46+85.55;

thence South $76^{\circ} 47' 38''$ East, 147.72 feet to a point of curve at Sta 48+33.28;

thence Southeasterly 168.89 feet, along the arc of a 500.00 foot radius curve, concave to the Southwest, which has a central angle of $19^{\circ} 21' 14''$ to a point of tangency at Sta 50+02.17;

thence South $57^{\circ} 26' 24''$ east, 824.20 feet to a point of curve at Sta 58+26.38;

thence Easterly 582.48 feet, along the arc of a 500.00 foot radius curve, concave to the North, which has a central angle of $66^{\circ} 44' 51''$ to a point of tangency at Sta 64+08.86;

thence North $55^{\circ} 48' 44''$ East, 452.46 feet to a point of curve at Sta 68+61.32;

thence Northeasterly 254.94 feet along the arc of a 1000.00 foot radius curve, concave to the Northwest, which has a central angle of $14^{\circ} 36' 25''$ to a point of tangency at Sta 71+13.26;

thence North $41^{\circ} 12' 19''$ East, 993.54 feet to a point of termination at Sta 81+09.79 on an existing unimproved roadway, from which WFM Reference Point No. 102, which is a 1/2" rebar with plastic cap marked "RLS 18215," bears North $67^{\circ} 13' 56''$ West, 680.65 feet.

TOGETHER WITH SLOPE EASEMENTS as required for the construction of roadway embankments and excavations along the alignment of the access road, according to the following described parcels:

Slope Easement No. 1

A strip of land 25 feet wide lying Southwesterly of and adjoining the above described Southwesterly right-of-way line, commencing at Station 17+21± and terminating at Station 68+00.

Slope Easement No. 2

A strip of land 25 feet wide lying Northeasterly of and adjoining the above described Northeasterly right-of-way line, commencing at Station 17+90± and terminating at Station 68+00.

Slope Easement No. 3

A strip of land 50 feet wide lying Northeasterly of and adjoining the above described Northeasterly right-of-way line, commencing at Station 57+00 and terminating at Station 60+00.

Slope Easement No. 4

A strip of land 125 feet wide lying Southwesterly of and adjoining the above described Southwesterly right-of-way line, commencing at Station 59+00 and terminating at Station 65+00.

Slope Easement No. 5

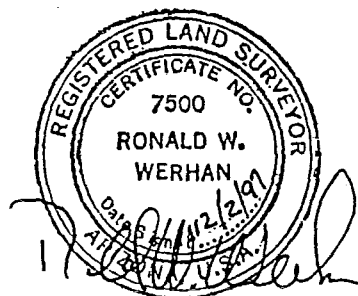
A strip of land 50 feet wide lying Northwesterly of and adjoining the above described Northeasterly right-of-way line, commencing at Station 77+00 and terminating at Station 81+09.

Slope Easement No. 6

A strip of land 50 feet wide lying Southeasterly of and adjoining the above described Southwesterly right-of-way line, commencing at Station 77+00 and terminating at Station 81+09.

The BASIS OF BEARINGS for this description is the line from WFM Reference Point 102 (at Lat 36°10'42.48645" North, Long 111°22'55.33048" West, NAD 27), to WFM Reference Point 101 (at Lat 36°10'58.51737" North, Long 111°22'57.46787" West, NAD 27), which bears North 11°51'16" West. The geographic coordinates for these reference points were determined by WFM during a GPS survey in September 1994, WFM Job No. 94104.

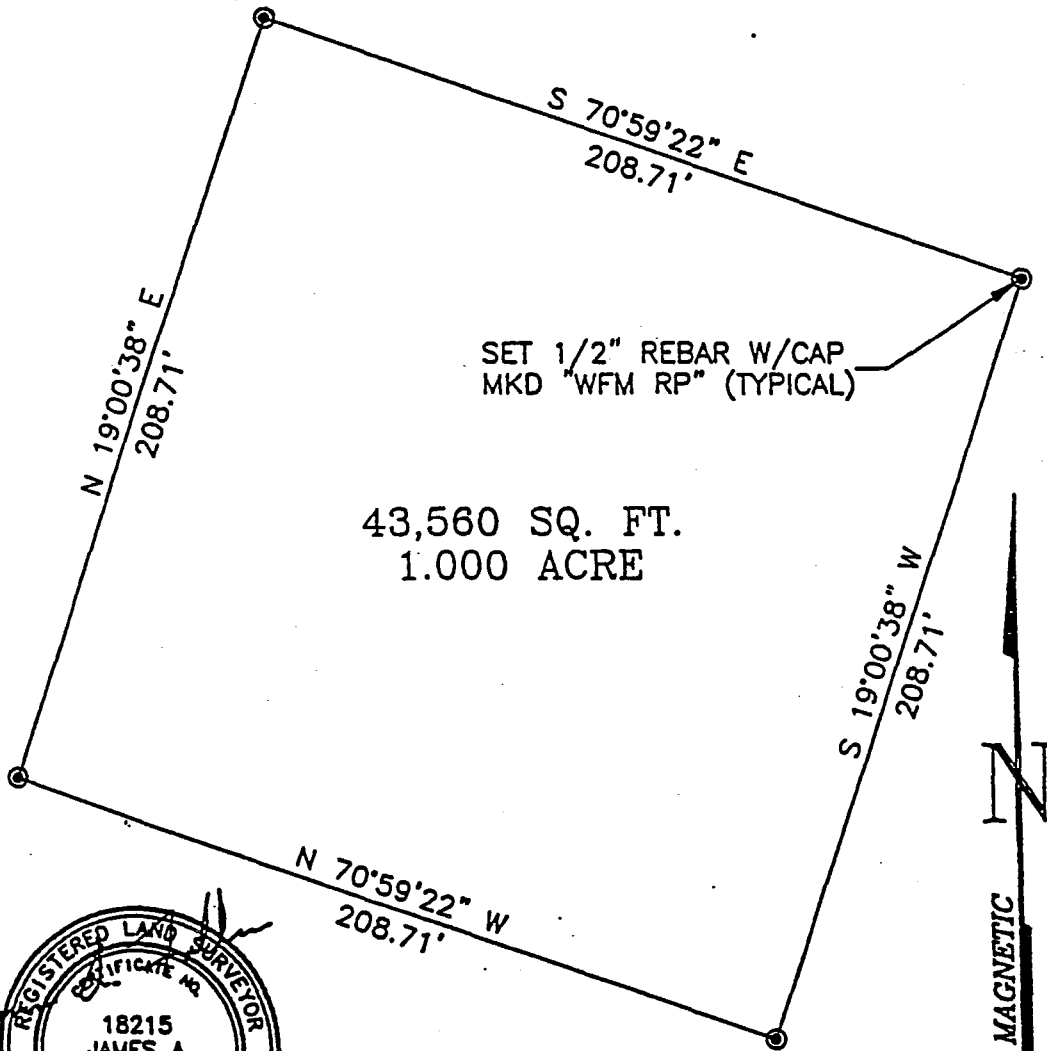
Prepared by Ronald W. Werhan, RLS 7500
Werhan, Folkers & Monihan, Inc.
405 N. Beaver Street, Suite 7
Flagstaff, Arizona 86001
December 2, 1997



GRAPHIC SCALE

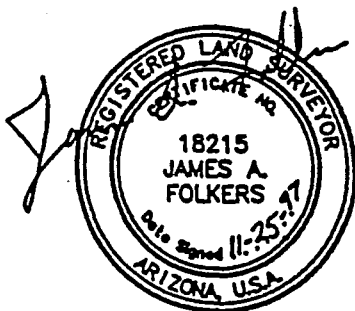


(IN FEET)
1 inch = 50 ft.



43,560 SQ. FT.
1.000 ACRE

SET 1/2" REBAR W/CAP
MKD "WFM RP" (TYPICAL)



SITE IS LOCATED AT
37°03'43" N
110°47'16" W

WERHAN, FOLKERS & MONIHAN, INC.

WFM

ENGINEERS & SURVEYORS
405 N. Beaver St., Suite 7
Flagstaff, AZ 86001
(520) 779-4505
FAX (520) 779-2456

CLYDE WHISKER'S PARCEL

SHEET: 1 OF 1 | JOB NO. 95111

OVERSIZED TREATY MAPS

Attached to the **Articles of Treaty and Agreement** ("the Treaty") made and entered into the 18th day of March, 2000, by and between the Navajo Nation, a sovereign, federally-recognized Indian tribe, and the San Juan Southern Paiute Tribe ("the Paiute Tribe"), a sovereign, federally-recognized Indian tribe, are five maps labeled Map A through Map E, inclusive.

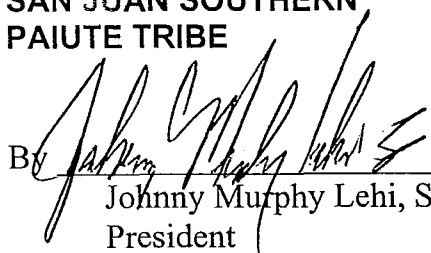
In order to carry out the transfers and agreements described in the said Treaty, particularly the surveying and fencing tasks described therein, larger versions of the said maps are attached hereto and the Navajo Nation and the Paiute Tribe hereby agree that except for their size, the attached maps are identical to the maps attached to the Treaty.

The Navajo Nation and the Paiute Tribe hereby further agree that each of them, their respective members and all other individuals, governmental entities and private entities may rely on the attached maps to the same effect as if the attached maps were attached to the Treaty.

In Witness Whereof the undersigned duly authorized representatives of the parties have hereunto set their hands on the day and year first above written.

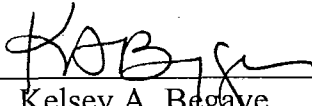
**SAN JUAN SOUTHERN
PAIUTE TRIBE**

By


Johnny Murphy Lehi, Sr.
President

NAVAJO NATION

By


Kelsey A. Begaye
President

ADDENDUM

This Addendum to Treaty is made and entered into this 7th day of May 2004, by and between the Navajo Nation (the "Navajo Nation"), a sovereign, federally-recognized Indian tribe, and the San Juan Southern Paiute Tribe (the "Paiute Tribe"), a sovereign, federally-recognized Indian tribe, for the purpose of amending the Articles of Treaty and Agreement made and entered into on the 18th day of March, 2000 ("the Treaty"), as follows:

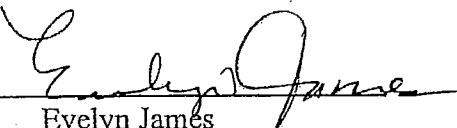
Article III, on page 1 of the Treaty, is hereby amended by adding the following five sentences after the first sentence thereof:

As part of the settlement of the Paiute Tribe's land claims and other claims settled in the Treaty, the Navajo Nation supports the inclusion within the reservation for the Paiute Tribe described in the Treaty of certain property (the "Bellemont Parcel") to be obtained by the Paiute Tribe at no expense to the Navajo Nation and to be held in trust by the United States for the Paiute Tribe for the purpose of economic development, including gaming. The Bellemont Parcel is illustrated on Map F attached hereto and incorporated into the Treaty by this reference, and is specifically described in the Legal Description that is a part of Map F. If, and only if, the Bellemont Parcel is taken into trust by the United States for the benefit of the Paiute Tribe for purposes of economic development, including gaming, but regardless whether the Paiute Tribe ever engages in gaming or any other activity on the Bellemont Parcel, neither the Paiute Tribe nor any band, chapter, constituent part or individual member thereof shall ever conduct commercial gaming on any property within the San Juan Paiute Northern Area or the San Juan Paiute Southern Area. All the provisions of the Treaty not relating to the Bellemont Parcel shall become and remain in full force and effect whether or not the Bellemont Parcel is taken into trust by the United States for the benefit of the Paiute Tribe for purposes of economic development, including gaming.

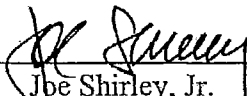
In all other respects, the Treaty remains unchanged.

In Witness Whereof the undersigned duly authorized representatives of the parties have hereunto set their hands on the day and year first above written.

SAN JUAN SOUTHERN
PAIUTE TRIBE

By 
Evelyn James
President

NAVAJO NATION

By 
Joe Shirley, Jr.
President

APPROVAL

The foregoing Addendum to Treaty by and between the Navajo Nation and the San Juan Paiute Tribe on behalf of themselves and their members is hereby approved as of the day and year above written. The Secretary specifically finds that an appraisal of the fair market value of the land conveyed under this Addendum to Treaty is not necessary or appropriate in light of the special relationship between the parties and the special circumstances recited in the Treaty and this Addendum thereto.

Secretary of the Interior

ATTACHMENT A

BELLEMONT AREA LEGAL DESCRIPTION

The "Bellemont Area" consists of the "West Bellemont Area" (54 acres) and the "Westmont Building—Bellemont Area" (15 acres), as more fully described herein.

I. Legal Description of the "West Bellemont Area" (54 acres):

A portion of a parcel of land described in Docket 2071, page 745, situated in Sections 34 and 35, Township 22 North, Range 5 East, and in Section 1, Township 21 North, Range 5 East, AND a portion of Parcel 3 as described in Docket 1829, page 404, situated in Section 2, Township 21 North, Range 5 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, said parcel being more particularly described as follows:

FROM the quarter corner of said Sections 2 and 35, said point being a found GLO cap;
THENCE South $89^{\circ}54'36''$ East along the Section line between said Sections 2 and 35, a distance of 1540.66 feet [record South $89^{\circ}54'32''$ East, 1540.55 feet (Book 11 of Surveys, page 61—R1)] to a calculated point on the Northerly right of way line of Old U.S. Highway 66, said point being the TRUE POINT OF BEGINNING;
THENCE North $60^{\circ}07'17''$ West [Basis of Bearing: (R1)], along said Northerly right of way line, a distance of 1629.96 feet [Record 1629.89 feet (R1)] to a found Cap 14671, said point being a nontangent point of curvature;
THENCE Northwesterly along said Northerly right of way line, along a curve to the left, having a central angle of $07^{\circ}45'13.9''$ and a radius of 22,923.60 feet, a distance of 3102.26 feet, the chord of said curve bears North $63^{\circ}50'08''$ West for 3099.90 feet [Record: $\angle = 07^{\circ}45'10''$, $L = 3101.80$ feet (R1)] to a found cap 14671, said point being on the Section line between said Sections 34 and 35;
THENCE continue Northwesterly along said Northerly right of way line, along a curve to the left, having a central angle of $03^{\circ}31'20.5''$ and a radius of 22,923.60 feet, a distance of 1409.27 feet, the chord of said curve bears North $69^{\circ}28'25''$ West for 1409.04 feet, to a found Cap 14671, said point being a non-tangent point on the East $1/16^{\text{th}}$ line of said Section 34;
THENCE North $00^{\circ}01'22''$ West, along said East $1/16^{\text{th}}$ line, a distance of 363.88 feet [Record North $00^{\circ}02'28''$ West for 363.97 feet (R1)] to a found Cap 14671, said point being a non-tangent point of curvature on the Southerly right of way line of U. S. Interstate 40;
THENCE Southeasterly along said Southerly right of way line, along a curve to the right, having a central angle of $00^{\circ}07'30.2''$ and a radius of 17,048.37 feet, a distance of 37.21 feet [Record: $\angle = 00^{\circ}07'31''$, $R = 17047.90$ feet, $L = 37.31$ feet (R1)], the chord of said curve bears South $72^{\circ}41'16''$ East, a distance of 37.21 feet, to a found ADOT brass cap;
THENCE continue Southeasterly along said Southerly right of way line, along a curve to the right, having a central angle of $03^{\circ}51'04.5''$ and a radius of 17,048.37 feet, a distance of 1145.94 feet [Record: $\angle = 03^{\circ}51'05''$, $R = 17047.90$ feet, $L = 1145.95$ feet (R1)], the chord of said curve bears South $70^{\circ}41'59''$ East, a distance of 1145.73 feet, to a found ADOT brass cap;
THENCE continue Southeasterly along said Southerly right of way line, along a curve to the right, having a central angle of $00^{\circ}43'42.1''$ and a radius of 17,048.37 feet, a distance of 216.72 feet [Record: $\angle = 00^{\circ}43'42''$, $R = 17047.90$ feet, $L = 216.75$ feet (R1)], the chord of said curve

bears South $68^{\circ}24'36''$ East, a distance of 216.72 feet, to a found ADOT brass cap, said point being on the Section line between Sections 34 and 35;

THENCE continue Southeasterly along said Southerly right-of-way line, along a curve to the right, having a central angle of $08^{\circ}01'46''$ and a radius of 17,048.37 feet, a distance of 2389.16 feet [Record: $\angle = 08^{\circ}01'46''$, $R = 17047.90$ feet, $L = 2389.14$ feet (R1)], the chord of said curve bears South $64^{\circ}01'52''$ East, a distance of 2387.21 feet, to a found ADOT brass cap, said point being a non-tangent point;

THENCE South $60^{\circ}01'43''$ East, along said Southerly right-of-way line, a distance of 574.91 feet [Record South $60^{\circ}01'33''$ East, 574.97 feet (R1)] to a found ADOT brass cap;

THENCE South $60^{\circ}02'20''$ East, along said Southerly right-of-way line, a distance of 1484.08 feet [Record South $60^{\circ}01'33''$ East, 1483.93 feet (R1)] to a found ADOT brass cap;

THENCE South $60^{\circ}00'56''$ East, along said Southerly right-of-way line, a distance of 818.13 feet [Record: South $60^{\circ}01'33''$ East (R1)], to a set $\frac{1}{2}$ " rebar w/cap 14671, said point being on the West parcel line of Tract #2 as recorded in Docket 550, page 279, records of Coconino County, Arizona (R5);

THENCE South $00^{\circ}56'10''$ East, along said West parcel line, a distance of 85.48 feet [Record South $00^{\circ}56'50''$ East, 85.55 feet (R5)] to a set $\frac{1}{2}$ " rebar w/cap 14671, said point being the East-East $\frac{1}{64}$ th corner on the Section line between said Sections 2 and 35;

THENCE South $89^{\circ}54'36''$ East along said Section line, a distance of 147.12 feet to a found ADOT brass cap, said point being on said Southerly right-of-way line;

THENCE South $60^{\circ}00'56''$ East along said Southerly right-of-way line, a distance of 323.28 feet [Record South $60^{\circ}01'33''$ East (R1)] to a set $\frac{1}{2}$ " rebar w/cap 14671, said point being on the Westerly easement line of a drainage easement recorded as Parcel #6 in instrument recorded in Docket 218, page 88, records of Coconino County, Arizona;

THENCE South $06^{\circ}00'00''$ West, along said Westerly easement line, a distance of 320.00 feet to a set $\frac{1}{2}$ " rebar w/cap 14671, said point being on the said Northerly right-of-way line of Old U.S. Highway 66;

THENCE North $60^{\circ}07'17''$ West, along said Northerly right-of-way line, a distance of 965.02 feet [Record: Total distance = 1271.47 feet (R1)] to the TRUE POINT OF BEGINNING.

II. — Legal Description of the "Westmont Building — Bellemont Area" (15 acres):

Parcel 1:

That portion of land being situated in Section 2, Township 21 North, Range 5 East and in Section 35, Township 22 North, Range 5 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 2, also being the Southeast corner of Government Lot 1 of said Section 2;

Thence South 89 degrees 59 minutes 54 seconds West along the South line of the Northeast quarter of the Northeast quarter of said Section 2, a distance of 536.78 feet to a point on the Northerly right-of-way line of the A.T. & S.F. Railroad;

Thence along said line North 70 degrees 10 minutes 58 seconds West, a distance of 3,028.86 feet to the common corner of Tracts 3 and 4, as shown on that certain "Record of Survey of Bellemont Properties" conducted by Northland Exploration Surveys, Inc. dated August 6, 1985, and the TRUE POINT OF BEGINNING;

Thence continuing along said line North 70 degrees 10 minutes 58 seconds West, a distance of 520.78 feet;

Thence leaving said line North 19 degrees 49 minutes 33 seconds East, parallel to the common line of said Tracts 3 and 4, a distance of 130.24 feet, more or less, to the Section line common to said Sections 2 and 35;

Thence continuing along said line North 19 degrees 49 minutes 33 seconds East, a distance of 706.05 feet;

Thence South 70 degrees 10 minutes 58 seconds East, parallel to the Northerly right of way line of said A.T. & S.F. Railroad a distance of 520.78 feet to the common line of said Tracts 3 and 4;

Thence South 19 degrees 49 minutes 33 seconds West along said line a distance of 517.21 feet, more or less, to the Section line common to said Sections 2 and 35;

Thence continuing along said line, South 19 degrees 49 minutes 33 seconds West a distance of 319.08 feet, to the TRUE POINT OF BEGINNING.

Hereinafter referred to as Point "A".

Parcel 1A:

Two easements for ingress, egress and utility purposes lying 30 feet each side of the following described centerlines, more particularly described as follows:

Easement 1:

Commencing at the aforementioned Point "A", thence North 19 degrees 49 minutes 33 seconds East along the common line of said Tracts 3 and 4, a distance of 441.06 feet to the TRUE POINT OF BEGINNING;

Thence South 70 degrees 10 minutes 58 seconds East, parallel to the North right of way line of the A.T. & S.F. Railroad, a distance of 1087.35 feet, and the terminus of Easement 1;

Easement 2:

Commencing at the aforementioned Point "A", thence North 19 degrees 49 minutes 33 seconds East along the common line of said Tracts 3 and 4, a distance of 441.06 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said line, North 19 degrees 49 minutes 33 seconds East, a distance of 774.01 feet to the Southerly right of way line of Old U.S. Highway 66 and the terminus of Easement 2.

EXCEPT any portion of Easement 2 described above lying within parcel No. 1 heretofore described.

Parcel 2:

A portion of the Southwest quarter of Section 35, Township 22 North, Range 5 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Beginning at the Northeast corner of a parcel of land described as Exhibit "A" in Docket 1624, page 502 (R1);

Thence North 19 degrees 48 minutes 49 seconds East (Record: North 19 degrees 49 minutes 33 seconds East (R1), along the common Tract line of said Tracts 3 and 4 as mentioned in said R1, for 380.21 feet (Record 378.78 feet) to a nontangent point of curvature on the South right of way line of old U.S. Highway 66 as shown on Ash Fork Flagstaff Highway Map F.A.P. 89G(1), 24A(5) dated March 4, 1941 (R2);

Thence Northwesterly along said South right of way line, along a curve to the left, having a central angle of 01 degrees 19 minutes 40 seconds and a radius of 22,723.60 feet (Record: 22,820 feet (R2)) for a distance of 528.36 feet (Sometimes referred to as 526.38 feet, 526.59 feet and 526.37 feet), the chord of said curve bears North 61 degrees 40 minutes 24 seconds West for 526.58 feet, to a nontangent point;

Thence South 19 degrees 48 minutes 49 seconds West, parallel to the said common Tract line of said Tracts 3 and 4, for a distance of 458.16 feet (Record: 455.37 feet) to the Northwest corner of said Parcel R1;

Thence South 70 degrees 11 minutes 11 seconds East, along the North line of said R1, for 520.78 feet (Record: South 70 degrees 10 minutes 58 seconds East for 520.78 feet (R1) to the POINT OF BEGINNING.

Parcel 2A:

Two easements for ingress, egress and utility purposes lying 30 feet each side of the following described centerlines, more particularly described as follows:

Easement 1:

Commencing at the aforementioned Point "A", as described in (R1);

Thence North 19 degrees 49 minutes 33 seconds East along the common line of said Tracts 3 and 4, a distance of 441.06 feet to the TRUE POINT OF BEGINNING;

Thence South 70 degrees 10 minutes 58 seconds East, parallel to the North right of way line of the A.T. & S.F. Railroad, a distance of 1087.35 feet, and the terminus of Easement 1.

Easement 2:

Commencing at the aforementioned Point "A", as described in (R1);

Thence North 19 degrees 49 minutes 33 seconds East along the common line of said Tracts 3 and 4, a distance of 441.06 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said line, North 19 degrees 49 minutes 33 seconds East, a distance of 774.01 feet to the Southerly right-of-way line of Old U.S. Highway 66 and the terminus of Easement 2.

Except any portion of Easement 2 described above lying within Parcel No. 2 hereinbefore described.

End of Legal Description.

~~ATTACHMENT B~~

~~MAP OF BELLEMONT AREA ("MAP F")~~

~~Doc. #281709~~

Jun-13-01 02:23pm From-

JUN-13-2001 11:45

TOTAL P.02

SUN MOUNTAIN DEVELOPMENT

T-472 P.02/07 F-729

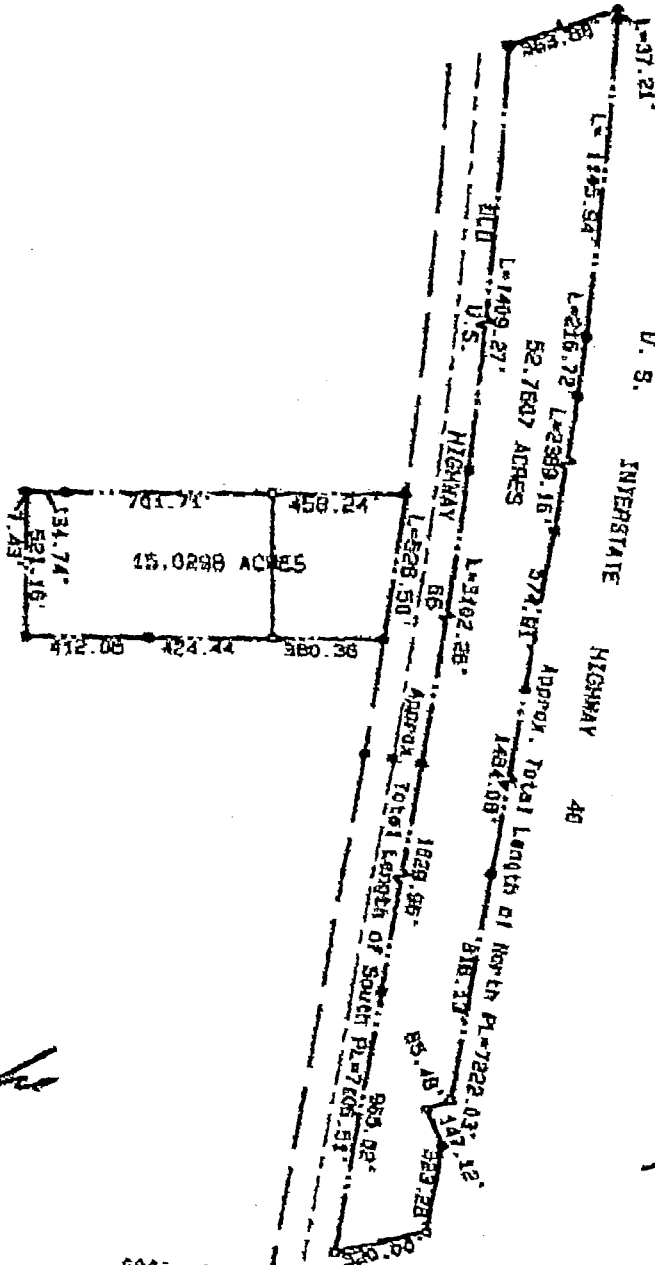
P.02



MAP "F"

SEE ATTACHED LEGAL DESCRIPTION

NORTH RIGHT-OF-WAY B.N. & S.F. PRY
NAVAJO ARMY DEPOT APPROX. 58,000 ACRES



600' +/- TO BELLEFONT INTERCHANGE
10 MILES +/- FROM BELLEFONT
INTERCHANGE TO INTERSTATES 40 & 17

Scale: 1"=500'
NES Job 999-107
8-00-052
5/13/01 M.J.S.



P.O. Box 1401 / Flagstaff, Arizona 86002 / (520) 774-5058 / FAX (520) 774-5059

TOTAL P.02