

# RECLAMATION

*Managing Water in the West*

## Planet Ranch Lease

**Final Environmental Assessment LC-14-15**  
**Appendix B- Big Sandy River-Planet Ranch 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**

July, 2015

# **Big Sandy River-Planet Ranch Water Rights Settlement Agreement**

Legislative Draft

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Legislative Draft

This Big Sandy River-Planet Ranch Water Rights Settlement Agreement (“Big Sandy River-Planet Ranch Agreement” or “Agreement”) is entered into among the United States Department of the Interior (“DOI”), the Hualapai Tribe (the “Tribe”), the United States as trustee for the Tribe, its members and Allottees, the Arizona Game and Fish Commission on behalf of the Arizona Game and Fish Department (“AGFC”), the Arizona Department of Water Resources (“ADWR”), and Freeport Minerals Corporation (“Freeport”).

## **1.0 RECITALS**

**1.1** DOI, the Tribe, the United States as trustee for the Tribe, its members and Allottees, AGFC, and Freeport desire in this Agreement to settle, confirm and resolve among themselves certain water right claims in the Bill Williams River Watershed, and also to provide for lease and donation transactions which will result in a portion of the Freeport-owned Planet Ranch property and certain of its water rights becoming part of the LCR MSCP. ADWR is a party to this Agreement for the limited purposes described in Section 11.5 below.

**1.2** A comprehensive settlement of the Tribe’s water claims (the “Hualapai Tribe Water Rights Settlement Agreement”) is being negotiated to resolve the Tribe’s claims to the Colorado River System, including to the Verde River and the Bill Williams River in Arizona. This Agreement will assist the Parties in addressing the claims of the Hualapai Tribe in the Hualapai Tribe Water Rights Settlement Agreement. In addition, concurrent with the execution of this Agreement, Freeport, the Tribe, and the United States as trustee for the Tribe, its members and Allottees, have entered into the Hualapai BWR Agreement to memorialize the terms of agreement among those parties regarding the Tribe’s and Freeport’s respective water right claims in the Bill Williams River Watershed.

**1.3** For purposes of this Agreement, the United States is acting through the DOI and its constituent bureaus, unless another capacity is otherwise specified herein.

**1.4** Byner Cattle Company (“Byner”) owns Planet Ranch, together with all appurtenances thereto, including water rights, located in Mohave and La Paz Counties, Arizona. Planet Ranch is located adjacent to the Bill Williams River National Wildlife Refuge, which is operated and managed by the United States Fish and Wildlife Service.

**1.5** In addition to resolving certain water rights claims, DOI, Freeport and AGFC have negotiated a lease of certain Planet Ranch lands and appurtenant water rights owned by Freeport to the Lower Colorado River Multi-Species Conservation Program (“LCR MSCP”) and the donation of the leased lands and appurtenant water rights to AGFC.

**1.6** Reclamation is the federal agency principally responsible for the implementation and management of the LCR MSCP.

**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 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 in the form attached hereto as Exhibit 2.2.
- 2.3 “ADWR Order” shall mean the order to be issued by ADWR conditionally approving Freeport’s Sever and Transfer Applications, in the form attached hereto as Exhibit 2.3.
- 2.4 “AFY” shall mean acre-foot 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 “Arizona Department of Water Resources” or “ADWR” shall mean the agency of the State established pursuant to Title 45 of the Arizona Revised Statutes, or its successor agency or entity. ADWR’s capacity as a Party shall be as specifically described in Section 11.5 below.
- 2.8 “Arizona Game and Fish Commission” or “AGFC” shall mean the entity established pursuant to Title 17 of the Arizona Revised Statutes to control the Arizona Game and Fish Department (or a successor agency or entity).
- 2.9 “Bagdad Mine Complex and Bagdad Townsite” shall mean the area depicted in Exhibit 2.9.
- 2.10 “Big Sandy River Watershed” shall mean the watershed drained by the Big Sandy River and all of its tributaries, as depicted on the map attached hereto as Exhibit 2.10. The Big Sandy River Watershed is a part of, and tributary to, the Bill Williams River Watershed.
- 2.11 “Bill Williams River NWR” shall mean the Bill Williams River National Wildlife Refuge as established by Executive Order 8647 on January 22, 1941, as amended by Public Land Order 6044 on October 1, 1981, and as designated by the Director of the U.S. Fish and Wildlife Service on June 9, 1993.
- 2.12 “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 2.12.
- 2.13 “Byner” shall mean Byner Cattle Company, a Nevada corporation, which is a wholly owned subsidiary of Freeport.
- 2.14 “Closing Date” shall mean the date on which the transactions contemplated by this Agreement must close. As described in Section 5.0 of this Agreement, the Closing Date must occur on the Enforceability Date.
- 2.15 “Diversion” shall mean the act of Diverting.

2.16 “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.

2.17 “Donation” shall mean the transfer by Freeport to AGFC of the LCR MSCP Leased Lands pursuant to the Donation Agreement.

2.18 “Donation Agreement” shall mean the Real Property Transfer and Donation Agreement between Freeport and AGFC, which shall be in the form attached hereto as Exhibit 2.18.

2.19 “Effective Date” shall mean the date upon which all Parties, including ADWR, have executed this Agreement.

2.20 “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.

2.21 “Enforceability Date” shall mean the date on which all actions set forth in Section 11.12 have occurred.

2.22 “Escrow Agent” shall mean First American Title Insurance Company, a California corporation.

2.23 “Escrow Agreement” shall mean the agreement between Freeport, Reclamation, AGFC and Escrow Agent that shall be in the form attached hereto as Exhibit 2.23.

2.24 “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.

2.25 “Freeport Annual Diversion Report” shall mean the report to be delivered annually by Freeport to the DOI and AGFC as described in Section 6.0(iii) of this Agreement.

2.26 “Freeport Groundwater Wells” shall mean the five wells identified by ADWR well registration numbers 55-592824, 55-595808, 55-595810, 55-200964, and 55-908273, and any replacements of these wells drilled by or for Freeport to supply water to the Bagdad Mine Complex and Bagdad Townsite, and does not include any other wells owned by Freeport at any other location.

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

2.28 “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.

2.29 “Hualapai BWR Agreement” shall mean the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement, including all of its exhibits, entered into among Freeport, the

Tribe, and the United States on behalf of the Tribe, its members and the Allottees, executed contemporaneously with this Agreement.

2.30 “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.

2.31 “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, and shall not be interpreted to include injuries to water quality.

2.32 “LCR MSCP” shall mean the Lower Colorado River Multi-Species Conservation Program approved by the Secretary of the Interior on April 2, 2005 and authorized by Congress under Public Law No. 111-11, Title IX, Subtitle E (123 Stat. 991, 1327).

2.33 “LCR MSCP Lease” shall mean the lease of LCR MSCP Leased Lands from Freeport (through Byner) to Reclamation in the form attached to this Agreement as Exhibit 2.33.

2.34 “LCR MSCP Leased Lands” shall mean certain lands located within Planet Ranch comprising the geographic area depicted on Exhibit 2.45 to this Agreement and the LCR MSCP Water Rights.

2.35 “LCR MSCP Water Rights” shall mean those Surface Water Rights listed in Exhibit 4.1(iv), which are associated with the LCR MSCP Leased Lands, except to the extent that such Water Rights may be amended pursuant to the terms of Section 4.2.1(ii) below.

2.36 “Lincoln Ranch” shall mean that certain property owned by Freeport described in the Special Warranty Deed recorded on December 4, 1995, at Book 1995 and Page 05874 in the Official Records of La Paz County, Arizona. Lincoln Ranch is also depicted on the map attached hereto as Exhibit 2.36.

2.37 “Mining Uses” shall mean all water uses necessary to support the mine operation at the Bagdad Mine Complex, including, but not limited to, mineral extraction and metallurgical processing, manufacturing, dust control, human consumption, domestic, and any other uses directly related to mining operations at the Bagdad Mine Complex.

2.38 “Municipal Uses” shall mean residential, commercial, industrial, golf course, and related uses of water.

2.39 “Objections” shall mean those Statements of Protest filed by AGFC and by DOI through its constituent bureaus: the Bureau of Land Management, United States Fish and Wildlife Service, and the Bureau of Indian Affairs, in response to Freeport’s Sever and Transfer Applications identified in Section 4.2.1(i) below.

2.40 “Parcel 1” shall mean that Trust Land Parcel depicted on the map attached hereto as Exhibit 2.10, which is held in trust for certain Allottees. Parcel 1 consists of three contiguous Allotments identified on Exhibit 2.10 as Parcels 1A, 1B, and 1C.

2.41 “Parcel 2” shall mean that Trust Land Parcel depicted on the map attached hereto as Exhibit 2.10, which is held in trust for certain Allottees.

2.42 “Parcel 3” or “Hualapai Executive Order 1368 Reservation” shall mean that Trust Land Parcel depicted on the map attached hereto as Exhibit 2.10, 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.

2.43 “Parties” shall mean DOI, AGFC, Freeport, the Tribe, the United States as trustee for the Tribe, its members and Allottees, and, where specifically indicated herein, ADWR.

2.44 [INTENTIONALLY NOT USED].

2.45 “Planet Ranch” shall mean that certain real property owned by Freeport described in the Special Warranty Deed recorded on December 14, 2011, at Book 2011 and Page 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 2.45.

2.46 “Reclamation” shall mean the United States Bureau of Reclamation.

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

2.48 “State” shall mean the State of Arizona.

2.49 “Sever and Transfer Applications” shall mean those applications filed by Freeport to sever and transfer all of the Water Rights from Lincoln Ranch and certain Water Rights from 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.

2.50 “Supplemental Water” shall mean Water provided by Freeport to the Trust Land Parcels as set forth in the Hualapai BWR Agreement.

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

2.52 “Trust Land Parcels” shall mean Parcel 1, Parcel 2 and Parcel 3 as depicted on the map attached hereto as Exhibit 2.10.

2.53 “United States Department of the Interior” or “DOI” shall mean the United States acting only through the Department of the Interior on its own behalf and on behalf of its constituent bureaus and, where specified herein, in its trustee capacity, and does not include any federal agencies other than the Department of the Interior and its constituent bureaus.

2.54 “Water” shall mean Groundwater, Surface Water and Effluent.



2.55 “Water Right” shall mean any right in or to Groundwater, Surface Water or Effluent under federal, State or other law.

2.56 “Wikieup Conveyance System” shall mean the existing infrastructure used to deliver Water from the Wikieup pump station to the Bagdad Mine Complex and Bagdad Townsite and any necessary replacement thereof.

2.57 “Wikieup Wellfield” shall mean the geographic area depicted on the map attached hereto as Exhibit 2.10.

2.58 “Wikieup Wellfield Points of Diversion” shall mean those wells described in Section IV of Exhibit 4.1(i)(a) and depicted on Exhibit 2.10, and any other wells that are constructed by Freeport to Divert Surface Water within the Wikieup Wellfield for delivery through the Wikieup Conveyance System.

2.59 “Year” shall mean a calendar year, unless otherwise stated in this Agreement.

### **3.0 EXHIBITS**

**3.1** The following is a list of Exhibits attached to and incorporated in this Agreement. All of 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; provided however, each Exhibit shall be binding only on the specific Parties to such Exhibit unless otherwise expressly provided herein. Amendments to Exhibits shall be governed by Section 11.2(ii). No Party shall have any right to object to an amendment to such an Exhibit except as otherwise expressly provided for in Section 11.2(ii). No Party shall have, by reason of this Agreement, any third-party enforcement or other rights under any Exhibit to which said Party is not a party, unless otherwise expressly provided for in the Exhibit.

<b>Exhibit No.</b>	<b>Exhibit Description</b>	<b>Page Number</b>
2.2	Bill Williams River Water Rights Settlement Act of 2014	
2.3	ADWR Conditional Order Approving Severance and Transfer of Planet Ranch and Lincoln Ranch Water Rights to Wikieup Wellfield	
2.9	Map of Bagdad Mine Complex and Bagdad Townsite	
2.10	Map of the Big Sandy Basin showing locations of: <ul style="list-style-type: none"><li>- Trust Land Parcels 1, 2 and 3</li><li>- Wikieup Wellfield</li><li>- Wikieup Wellfield Points of Diversion</li><li>- Freeport Groundwater Wells</li></ul>	

2.12	Map of Bill Williams River Watershed	
2.18	Donation Agreement	
2.23	Escrow Agreement	
2.33	LCR MSCP Lease	
2.36	Map of Lincoln Ranch	
2.45	Map of Planet Ranch	
4.1(i)(a)	Abstract of Freeport Settlement Water Rights Confirmed by AGFC	
4.1(i)(b)	Abstract of Freeport Settlement Water Rights Confirmed by DOI and the Tribe	
4.1(ii)	Abstract of AGFC Settlement Water Rights Confirmed by Freeport	
4.1(iii)	Abstract of Water Rights for the Trust Land Parcels Confirmed by Freeport	
4.1(iv)	Abstract of LCR MSCP Water Rights	
4.2.1(ii)(a)(1)	Conditional Amendment of Sever and Transfer Application Number 36-64329	
4.2.1(ii)(a)(2)	Administrative Amendments to Sever and Transfer Applications	
4.2.1(ii)(b)	Form of withdrawal of Objections by DOI acting on behalf of its constituent bureaus and the United States as trustee for the Tribe, its members and the Allottees	
4.2.1(ii)(c)	Form of withdrawal of Objections by AGFC	
4.2.1(vii)	List of irrigation facilities being installed by Freeport	
4.2.2(i)	Form of Notice of Diversion Limitation on Water Rights affecting certain Freeport Settlement Water Rights	
4.2.3(iii)	Form of Restrictive Covenant for Diversion Limitation from Wikieup Wellfield and Freeport Groundwater Wells	
4.2.3(iv)	Form of Restrictive Covenant for Freeport lands within Wikieup Wellfield	

7.2(ii)	Waiver and Release of Claims by DOI Against Freeport	
7.3(ii)	Waiver and Release of Claims by Freeport against DOI	
7.4(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	
7.6(ii)	Waiver and Release of Claims by the Tribe against DOI	
7.7	Waiver and Release of Claims by AGFC against Freeport	
7.8	Waiver and Release of Claims by Freeport Against AGFC	
9.3(i)	Stipulation between Freeport and AGFC	

#### **4.0 WATER RIGHTS**

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

(i) Freeport. The Water Rights of Freeport in the Bill Williams River Watershed (“Freeport Settlement Water Rights”) are described in the Abstracts attached hereto and are further addressed below:

(a) All of the Freeport Settlement Water Rights described in Exhibit 4.1(i)(a) are hereby confirmed by AGFC and are binding on AGFC. Upon the Enforceability Date of this Agreement, Freeport shall be entitled to enforce this provision against AGFC.

(b) All of the Freeport Settlement Water Rights described in Exhibit 4.1(i)(b) are hereby confirmed by, and are binding on, DOI, the Tribe, and the United States as trustee for the Tribe, its members and Allottees. Upon the Enforceability Date of this Agreement, Freeport shall be entitled to enforce this provision against DOI, the Tribe, and the United States as trustee for the Tribe, its members and Allottees. In making such confirmation as part of this Agreement, DOI, the Tribe, and the United States as trustee for the Tribe, its members and Allottees, confirm only that portion of the Lincoln Ranch water right and its priority date that is encompassed by Exhibit 4.1(i)(b), and neither Freeport nor DOI shall use such confirmation contained in this Agreement, the separate confirmation contained in the Hualapai BWR Agreement, or the ADWR Order, as evidence in any proceeding with respect to the remaining portion of the Lincoln Ranch Water Right.

(c) As a component of these confirmations, the Freeport Settlement Water Rights described in Sections I, III, IV, and VIII of Exhibit 4.1(i)(a) shall all be subject to the pumping limitation described in Section 4.2.2 below.

(d) The 1,143.9 AFY of Water Rights at Lincoln Ranch described in Section XIII of Exhibit 4.1(i)(a) will not be severed and transferred pursuant to the ADWR Order as set forth in Section 4.2.1 below, and these Water Rights may be used for any lawful purpose in the future.

(ii) Arizona Game and Fish Commission. The Water Rights of the AGFC are described in the Abstract attached hereto as Exhibit 4.1(ii), and all of those Water Rights are hereby confirmed by Freeport and are binding on Freeport. Upon the Enforceability Date of this Agreement, AGFC shall be entitled to enforce this provision against Freeport.

(iii) Trust Land Parcels. The Water Rights for the Trust Land Parcels in the Bill Williams River Watershed are described in the Abstracts attached hereto as Exhibit 4.1(iii), and those Water Rights are confirmed by Freeport and are binding on Freeport. Upon the Enforceability Date of this Agreement, the Tribe, and the United States as trustee for the Tribe, its members and Allottees, shall be entitled to enforce this provision against Freeport.

(a) Freeport confirms a federal reserved water right in the amount of 300 AFY for Parcel 3 held by the United States as trustee for the Tribe and its members.

(b) Freeport confirms federal reserved water rights of 82 AFY for Parcel 1 and 312 AFY for Parcel 2 held by the United States as trustee for the allottees.

(c) Freeport will support the federal reserved water rights described in subparagraphs (a) and (b).

(iv) LCR MSCP Water Rights. The LCR MSCP Water Rights are described in the Abstract attached hereto as Exhibit 4.1(iv), and those water rights are confirmed by Freeport and are binding on Freeport. Upon the Enforceability Date of this Agreement, DOI and AGFC shall be entitled to enforce this provision against Freeport.

## **4.2 FREEPORT SETTLEMENT WATER RIGHTS**

### **4.2.1 Sever and Transfer Applications**

(i) Freeport filed Sever and Transfer Applications in 2010, seeking to sever and transfer the Water Rights in the manner specified in the Applications. The Bureau of Land Management, Bureau of Indian Affairs, United States Fish and Wildlife Service, and AGFC filed Objections with ADWR to the 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) The Parties agree that:

(a) Within 30 business days after the Effective Date, Freeport will file amendments of the Sever and Transfer Applications, substantially in the forms attached hereto as Exhibits 4.2.1(ii)(a)(1) and 4.2.1(ii)(a)(2), that:

(1) conditionally amend Application Number 36-64329 to seek severance and transfer of only 1,181.7 AFY of the Lincoln Ranch Water Right to the Wikieup Wellfield upon the Enforceability Date of this Agreement. The remaining 1,143.9 AFY of the Lincoln Ranch Water Rights that were subject to the original Sever and Transfer Application Number 36-64329 shall no longer be included in the application. This amendment shall be substantially in the form of Exhibit 4.2.1(ii)(a)(1);

and

(2) update and revise the Severance and Transfer Applications substantially in the form of Exhibit 4.2.1(ii)(a)(2).

(b) Within 30 business days after the Effective Date, DOI acting on behalf of its constituent bureaus and as trustee for the Tribe, its members and the Allottees, shall execute and file with ADWR conditional withdrawals, in the form attached hereto as Exhibit 4.2.1(ii)(b), for each of the Objections to the Sever and Transfer Applications filed by the Bureau of Indian Affairs, the Bureau of Land Management and the United States Fish and Wildlife Service. Between the Effective Date and the Enforceability Date, neither DOI, acting on behalf of its constituent bureaus and as trustee for the Tribe, its members and the Allottees, nor any of DOI's constituent bureaus, nor the Tribe, shall file objections to any amendments or new applications filed by Freeport to accomplish the transfer of 10,055 AFY of Water Rights from Planet Ranch and Lincoln Ranch to the Wikieup Wellfield, provided that such amendments or new applications are substantially in the form attached hereto as Exhibits 4.2.1(ii)(a)(1) and (2) and do not materially alter the Water Rights that will be severed and transferred to the Wikieup Wellfield Points of Diversion and the Water Rights that will be severed and transferred within Planet Ranch for LCR MSCP purposes. DOI and its constituent bureaus shall cooperate with Freeport to complete the severance and transfer of these Water Rights. DOI's withdrawals of its Objections shall become final and enforceable on the Enforceability Date.

(c) Within 30 business days after the Effective Date, the AGFC, on behalf of the Arizona Game and Fish Department, shall execute and file with ADWR a conditional withdrawal, in the form attached hereto as Exhibit 4.2.1(ii)(c), of all its prior Objections to the Sever and Transfer Applications and neither AGFC nor the Arizona Game and Fish Department shall file objections to any amendments or new applications filed by Freeport in the future to accomplish the sever and transfer of 10,055 AFY of Water Rights from Planet Ranch and Lincoln Ranch to the Wikieup Wellfield, provided that such amendments or new applications are substantially in the form attached hereto as Exhibits 4.2.1(ii)(a)(1) and (2) and do not materially alter the Water Rights that will be severed and transferred to the Wikieup Wellfield Points of Diversion and the Water Rights that will be severed and transferred within Planet Ranch for LCR MSCP purposes. AGFC shall cooperate with Freeport to complete the severance and transfer of these Water

Rights. AGFC's withdrawal of its Objections shall become final and enforceable on the Enforceability Date.

(iii) Pursuant to A.R.S. § 45-172, ADWR has reviewed Exhibits 4.2.1(ii)(a)(1) and (2), 4.2.1(ii)(b), and 4.2.1(ii)(c), which conditionally amend the Sever and Transfer Applications and conditionally withdraw the objections thereto, and has determined that the Sever and Transfer Applications, as amended, should be approved subject to the conditions set forth in ADWR's Order, attached as Exhibit 2.3. Freeport, the AGFC on behalf of the Arizona Game and Fish Department, and DOI on behalf of its constituent bureaus and as trustee for the Tribe, its members and Allottees, each waives any right to seek administrative or judicial review of ADWR's Order. ADWR's Order shall become final and enforceable as to AGFC and DOI on the Enforceability Date of this Agreement. If the Enforceability Date does not occur by December 13, 2015, ADWR's Order shall become null and void. In such instance, the Parties agree that ADWR's Order, the conditional amendments filed by Freeport pursuant to Section 4.2.1(ii)(a), the conditional withdrawal of Objections filed by DOI pursuant to Section 4.2.1(ii)(b), and the conditional withdrawal of Objections filed by AGFC pursuant to Section 4.2.1(ii)(c) shall not be used as evidence, and no statement in any of these documents shall be considered an admission by any Party, in any future proceeding or in any other context.

(iv) ADWR shall execute and issue ADWR's Order, attached as Exhibit 2.3, within 10 business days after all of the following occur:

(a) Freeport files the conditional amendment of Sever and Transfer Application Number 36-64329 for the Lincoln Ranch Water Right pursuant to Section 4.2.1(ii)(a)(1) and the amendments to the Sever and Transfer Applications for the Planet Ranch and Lincoln Ranch Water Rights pursuant to Section 4.2.1(ii)(a)(2);

(b) DOI, pursuant to Section 4.2.1(ii)(b), files the conditional withdrawals for each of the Objections to the Sever and Transfer Applications filed by the Bureau of Indian Affairs, the Bureau of Land Management and the United States Fish and Wildlife Service, in the form attached hereto as Exhibit 4.2.1(ii)(b); and

(c) AGFC, pursuant to Section 4.2.1(ii)(c), files the conditional withdrawals of its Objections to the Sever and Transfer Applications, in the form attached hereto as Exhibit 4.2.1(ii)(c).

(v) If the ADWR Order has not become final and enforceable by December 13, 2015, this Agreement shall be null and void and no Party to this Agreement will have any further obligation to any other Party. Freeport shall thereafter have the right to file amended or new applications to sever and transfer water rights from Planet Ranch that will ensure Freeport's right to Divert 10,055 AFY, and DOI and AGFC shall have the right to continue with their existing objections or file additional objections as necessary to any such new or amended applications.

(vi) Freeport represents that it has resumed irrigation of Planet Ranch and that irrigation is ongoing at Lincoln Ranch. The Parties agree that the lessees under the Planet Ranch Agricultural Lease and the Lincoln Ranch Agricultural Lease (as those terms are defined in the ADWR Order) shall be allowed to continue to apply irrigation water on the leased portions of

Planet Ranch and Lincoln Ranch until the completion of any Crop Cycle (as that term is defined in the ADWR Order) that is in progress on the Enforceability Date. To allow for completion of such Crop Cycles on portions of Planet Ranch that are retained by Freeport, the water rights required for such continued irrigation shall be deemed to be severed and transferred as of December 1<sup>st</sup> of the year in which the Enforceability Date occurs. As of the Enforceability Date, the lessee under the Planet Ranch Agricultural Lease shall use LCR MSCP Water Rights to irrigate the LCR MSCP Leased Lands.

(vii) To protect certain Planet Ranch water rights against forfeiture on or before December 13, 2016, Freeport is installing irrigation facilities to re-irrigate the lands to which the water rights are appurtenant.

(a) In so doing, Freeport agrees to:

(1) Include the irrigation facilities identified in Exhibit 4.2.1(vii), and any other irrigation facilities that Freeport constructs on the LCR MSCP leased portions of Planet Ranch prior to the Enforceability Date, in the Lease and the Donation Agreement. Such irrigation facilities shall include at least the following:

(A) Cleared and repaired irrigation ditches associated with flood irrigated fields (Phase 1 of irrigation, *see* Exhibit 4.2.1(vii) map);

(B) Any pipes that are part of the irrigation delivery system, including any center pivot or side-roll sprinklers (Phase 2 of irrigation, *see* Exhibit 4.2.1(vii) map); and

(C) Restored wells, rehabilitated pumps and associated electrical systems capable of delivering at least 5,541 acre-feet per year of water over 923.5 acres.

(2) Prepare fields for the distribution of irrigation water across at least 923.5 acres, to plant and irrigate at least 923.5 acres of crops, and fence the lands as needed for grazing.

(3) Provide to DOI and AGFC an irrigation schedule showing the use or ability to use at least 5,541 acre-feet per year.

(4) Include the lease assignment for its lessee in the Donation Agreement to AGFC.

(5) Permit and facilitate the following inspection conditions:

(A) AGFC and Reclamation shall have access to Planet Ranch to inspect the irrigation infrastructure to insure that: sufficient

infrastructure exists, such infrastructure is sufficiently operational to deliver 5,541 acre-feet per year to irrigate 923.5 acres within the LCR MSCP lands, and Freeport, or its lessee, is actively growing crops on the acreage provided herein.

(B) AGFC and Reclamation shall have until June 1, 2015 to inspect the property as provided herein.

(C) If such inspection reveals that the infrastructure does not allow for the irrigation use of 5,541 acre-feet per year, or that the active irrigation of a crop is not occurring on 923.5 acres, Freeport will have up to 180 days to remedy the deficiency, after which, if a deficiency remains then DOI and AGFC shall have the right to terminate the Agreement.

(b) All irrigation facilities constructed by Freeport that are included in the LCR MSCP Lease and Donation Agreement shall be transferred “AS IS, WHERE IS, WIITH ALL FAULTS” and without warranty of any kind, including, but not limited to, any warranty of fitness for a particular purpose.

#### **4.2.2 Wikieup Wellfield Water Rights and Freeport Groundwater Wells**

(i) Freeport has Water Rights that support its Diversion of Surface Water from the Wikieup Wellfield which are listed in Section III of Exhibit 4.1(i)(a). The Water Rights that are the subject of the Sever and Transfer Applications will be used to support Diversions of Surface Water from the Wikieup Wellfield in addition to Freeport’s Water Rights listed in Section III of Exhibit 4.1(i)(a). Freeport agrees to limit its combined annual Diversions of Water from the Wikieup Wellfield and the Freeport Groundwater Wells for Mining Uses and Municipal Uses at the Bagdad Mine Complex and Bagdad Townsite to 10,055 AFY. Upon the Enforceability Date of this Agreement, DOI and AGFC shall be entitled to enforce this limitation against Freeport. Freeport further agrees to document its commitment under this Section 4.2.2(i) by filing with ADWR, for inclusion in ADWR’s public record for each of the Freeport Settlement Water Rights listed in Sections I, III, IV and VIII of Exhibit 4.1(i)(a), a Notice of Diversion Limitation on Water Rights in the form attached hereto as Exhibit 4.2.2(i).

(ii) DOI agrees not to object, in any Adjudication or in any other judicial or administrative proceeding, to the use or character of Water from the Freeport Groundwater Wells so long as Freeport limits its combined annual Diversions from the Wikieup Wellfield and the Freeport Groundwater Wells for Mining Uses and Municipal Uses at the Bagdad Mine Complex and Bagdad Townsite to 10,055 AFY, and any Freeport filings in such proceedings are consistent with this limitation.

(iii) The limitation on Freeport’s combined Diversions of Water from the Wikieup Wellfield Points of Diversion and the Freeport Groundwater Wells does not apply to any “Supplemental Water” described in Paragraph 4.3 of the Hualapai BWR Agreement. Supplemental Water shall not be counted as a Diversion by Freeport under the combined Diversion limitation described in Section 4.2.2(i) above and Freeport may Divert Supplemental



Water and deliver it to the Trust Land Parcels pursuant to the terms of the Hualapai BWR Agreement as long as such Water is used by the Hualapai Tribe or Allottees and not used by or for the benefit of Freeport.

(iv) Freeport has the right to add and replace wells to the existing Wikieup Wellfield Points of Diversion and the Freeport Groundwater Wells, as needed, so long as:

- (a) The added or replacement well is connected to the Wikieup Conveyance System;
- (b) The Water Diverted from the added or replacement well is included in the limitation on combined Diversions of Water from the Wikieup Wellfield Points of Diversion and the Freeport Groundwater Wells; and
- (c) For the Wikieup Wellfield Points of Diversion, the added or replacement well is not located outside the boundaries of the Wikieup Wellfield, as depicted on Exhibit 2.10 to this Agreement.

#### **4.2.3 Diversion Limitation from Wikieup Wellfield and Certain Freeport Groundwater Wells; Notices of Diversion Limitation on Water Rights**

(i) As provided in Subsections 4.2.2 (i) and 4.2.2(ii), Freeport shall not exceed a total of 10,055 AFY of combined Diversions of Water from the Wikieup Wellfield Points of Diversion and the Freeport Groundwater Wells. Upon the Enforceability Date of this Agreement, DOI and AGFC shall be entitled to enforce this provision against Freeport, and the exclusive remedies available to DOI and AGFC shall be as specified in Section 8.3 below.

(ii) All of Freeport's Settlement Water Rights described in Sections I, III, IV, and VIII of Exhibit 4.1(i)(a), in combination with any quantity of Water Diverted by Freeport from the Freeport Groundwater Wells, other than Supplemental Water delivered by Freeport to the Trust Land Parcels, shall be subject to the 10,055 AFY annual Diversion limitation set forth in Subsection 4.2.3(i). All of Freeport's Settlement Water Rights described in Sections I, III, IV, and VIII of Exhibit 4.1(i)(a) shall remain subject to this annual Diversion limitation, irrespective of any future transfer of such Water Rights, pursuant to the Notices of Diversion Limitation on Water Rights filed with ADWR pursuant to Subsection 4.2.2(i).

(iii) In furtherance of the commitments in Subsections 4.2.3(i) and 4.2.3(ii), upon the Enforceability Date of this Agreement, Freeport shall record a restrictive covenant with the Mohave County Recorder. The restrictive covenant shall be in the form attached hereto as Exhibit 4.2.3(iii).

(iv) From the Enforceability Date of this Agreement and continuing until Freeport, or its successor in interest, permanently ceases mining operations at the Bagdad Mine Complex, Freeport agrees not to sell or otherwise transfer any of the lands owned by Freeport as of the Enforceability Date of this Agreement within the Wikieup Wellfield. This obligation shall apply to any successor in interest of Freeport's Bagdad Mine Complex. Freeport shall record a covenant running with the land, in the form attached hereto as Exhibit 4.2.3(iv), to provide notice of this restriction to all prospective purchasers of the lands owned by Freeport within the

Wikieup Wellfield. Freeport may record a new covenant, in the form attached hereto as Exhibit 4.2.3(iv), at any time while mining operations are ongoing at the Bagdad Mine Complex. If requested by either DOI or AGFC within one year following the 20<sup>th</sup> anniversary of the recording of the covenant and while mining operations are ongoing at the Bagdad Mine Complex, Freeport shall record a new covenant, in the form attached hereto as Exhibit 4.2.3(iv).

#### **4.3 AGFC Agreement Not to Object to Freeport Settlement Water Rights**

Except as provided in this Section 4.3, from and after the Effective Date, AGFC shall not:

(i) Object to, place a call upon, or challenge in any manner the Freeport Settlement Water Rights listed in Exhibit 4.1(i)(a) in any Adjudication, or in any other judicial or administrative proceeding, in which the Freeport Settlement Water Rights are subject to adjudication, determination, assertion, enforcement, administration or challenge; provided however, that AGFC may assert an objection or challenge to the Freeport Settlement Water Rights listed in Exhibit 4.1(i)(a) in an Adjudication or any other judicial or administrative proceeding, but only to the extent that those Freeport Settlement Water Rights asserted in such Adjudication or other judicial or administrative proceeding are: (1) greater in annual quantity; (2) earlier in priority; (3) Diverted or used in a materially different location; or (4) Diverted or used for a materially different purpose of use than described in Exhibit 4.1(i)(a). The AGFC may assert an objection or challenge allowed under this Section 4.3(i) only after providing Freeport with written notice prior to asserting such objection or challenge, and following a period of not less than 90 days after Freeport receives such notice for AGFC and Freeport to attempt to resolve, without litigation, the AGFC objection or challenge. For the Wikieup Wellfield Points of Diversion, a “materially different” location means a change in location of those points of Diversion to lands outside the boundaries of the Wikieup Wellfield, as depicted on Exhibit 2.10 to this Agreement. With regard to the place of use, a “materially different” location means a location outside the boundaries of the Bagdad Mine Complex and Bagdad Townsite, as depicted on Exhibit 2.9 to this Agreement. If AGFC and Freeport cannot resolve the objection or challenge within that 90 day period, AGFC may assert the objection or challenge.

(ii) Object to or challenge in any Adjudication, or in any other judicial or administrative proceeding, the legal character of the water withdrawn from any Freeport wells.

(iii) Upon the Enforceability Date of this Agreement, Freeport shall be entitled to enforce the provisions of this Section 4.3 against AGFC.

#### **4.4 Freeport Agreement Not to Object to AGFC Water Rights**

From and after the Effective Date, Freeport shall not:

(i) Except as provided in this Section 4.4, object to, place a call upon, or challenge in any manner the AGFC Settlement Water Rights listed in Exhibit 4.1(ii) in any Adjudication or in any other judicial or administrative proceeding in which the AGFC Settlement Water Rights are subject to adjudication, determination, assertion, enforcement, administration or challenge; provided however, that Freeport may assert an objection or challenge with respect to the AGFC

Settlement Water Rights listed in Exhibit 4.1(ii) in any Adjudication or any other judicial or administrative proceeding, but only to the extent that the AGFC Settlement Water Rights asserted in such Adjudication or other judicial or administrative proceeding are: (1) greater in annual quantity; (2) earlier in priority; (3) Diverted or used in a materially different location; or (4) Diverted or used for a different purpose of use than described in Exhibit 4.1(ii). A “materially different” location means a change in the location of those points of Diversion or places of use to a location different than described in Exhibit 4.1(ii). Freeport may assert an objection or challenge with respect to AGFC Settlement Water Rights listed in Exhibit 4.1(ii) if AGFC attempts to exercise those rights to increase the volume of water stored in Alamo Reservoir above 160,165 acre-feet. Freeport may assert any claim or objection allowed under this Section only after providing AGFC written notice prior to asserting such objection or challenge, and following a period of not less than 90 days after AGFC receives such notice for the AGFC and Freeport to attempt to resolve, without litigation, Freeport’s objection or challenge. If AGFC and Freeport cannot resolve the objection or challenge within the applicable 90 day period, Freeport may assert the objection or challenge.

(ii) Object to, place a call upon, or challenge in any Adjudication, or in any other judicial or administrative proceeding, the Diversion and use of water by AGFC or Reclamation under the LCR MSCP Lease from and on the LCR MSCP Leased Lands in accordance with the LCR MSCP Water Rights described in Exhibit 4.1(iv). The Parties acknowledge that Reclamation’s interest in the LCR MSCP Water Rights is limited to that provided under the LCR MSCP Lease, and that following the Donation, AGFC will hold title to the LCR MSCP Water Rights, subject to the LCR MSCP Lease.

(iii) Upon the Enforceability Date of this Agreement, AGFC shall be entitled to enforce the provisions of this Section 4.4 against Freeport.

#### **4.5 Freeport Agreement Not to Object to Trust Land Parcel Rights**

Freeport agrees not to object, in any Adjudication or in any other judicial or administrative proceeding, to the use or character of water used in the amount of 82 AFY on Trust Land Parcel 1, 312 AFY on Trust Land Parcel 2, and 300 AFY on Trust Land Parcel 3 for a combined total of 694 AFY, provided that any filings by DOI or the Tribe in such proceedings are consistent with this limitation. To the extent the United States is awarded a larger water right for these parcels in the future in a general stream adjudication or other legal proceeding, the United States agrees that it will not enforce against Freeport a quantity above the quantity for these Trust Land Parcels agreed upon herein.

### **5.0 LCR MSCP LEASE AND DONATION AND SEVERANCE AND TRANSFER OF LCR MSCP WATER RIGHTS**

**5.1 Escrow Process.** As specified below, the Parties shall, within 20 business days after ADWR executes and issues the ADWR Order, take the following actions, including execution and delivery to the Escrow Agent of the following documents, which documents shall be held in escrow by Escrow Agent and, as conditioned on the occurrence of the Enforceability Date, shall be delivered and recorded pursuant to the terms of the Escrow Agreement:

(i) Freeport, through Byner, and Reclamation shall execute the LCR MSCP Lease and a memorandum of the LCR MSCP Lease as provided therein, to be effective on the Enforceability Date;

(ii) Freeport, through Byner, and AGFC shall execute the Donation Agreement, and shall take all actions required pursuant to the Donation Agreement to accomplish the Donation, the assignment of Freeport's interests as lessor under the LCR MSCP Lease to AGFC, and the grant of certain easements described therein, to be effective on the Enforceability Date;

(iii) Reclamation shall consent to the assignment of the LCR MSCP Lease from Freeport, through Byner, to AGFC and shall execute the "Lease Assignment" in the form required by and pursuant to the terms of the Escrow Agreement, and a memorandum of Lease Assignment, to be effective on the Enforceability Date;

(iv) Freeport, through Byner, shall grant an easement to AGFC, which easement shall, for the duration of the LCR MSCP Lease, also benefit Reclamation, over and across Freeport's land for ingress and egress to the LCR MSCP Leased Lands in the form required by the Donation Agreement, subject to certain reservation of rights by Freeport, to be effective on the Enforceability Date;

(v) AGFC shall grant an easement to Byner and Freeport over and across the Donation Property (as defined in the Donation Agreement) for ingress and egress to Freeport's land in the form required by the Donation Agreement, to be effective on the Enforceability Date;

(vi) Freeport, through Byner, shall grant an irrevocable license to Reclamation across Freeport's land for ingress and egress to the LCR MSCP Leased Lands as required by the LCR MSCP Lease, subject to certain reservation of rights by Freeport, effective on the Enforceability Date;

(vii) Freeport, through Byner, shall reserve an irrevocable license for the benefit of Freeport for ingress and egress over and across a portion of the LCR MSCP Leased Lands to Freeport's land as required by the LCR MSCP Lease, effective on the Enforceability Date;

(viii) Freeport shall execute an ADWR Request for Assignment of Surface Water Filings form requesting assignment of the pending application to appropriate originally filed by the City of Scottsdale, application no. 33-94160, from Freeport to AGFC. The Parties understand that this pending application remains subject to the objection of certain DOI Bureaus. Resolution of differences between the objecting DOI Agencies and AGFC regarding AGFC Water Right claims are not addressed herein. The DOI Agencies agree not to object to the assignment of the application, but the application remains subject to the pre-existing objections of DOI. Freeport shall have no obligations with regard to this application other than to assign the application to AGFC;

(ix) Freeport shall deliver a copy of the final ADWR Order to the Escrow Agent;

(x) Freeport, through Byner, shall issue a certified resolution of the board of directors

of Byner authorizing Byner to lease the LCR MSCP Leased Lands to Reclamation, and to donate the Donation Property (as defined in the Donation Agreement) to AGFC;

(xi) An authorized representative of Reclamation shall execute an original Reclamation Closing Certificate advising Escrow Agent that all conditions to the effectiveness of the LCR MSCP Lease have been satisfied, other than delivery of the Lease Agreement and payment of rent;

(xii) Reclamation shall provide evidence of authority of Reclamation representatives to act on behalf of Reclamation in connection with the execution and delivery of the Lease Agreement;

(xiii) Reclamation shall execute and deliver to Freeport and Escrow Agent a letter stating that the rental payment set forth in the Lease Agreement is in accordance with the current appraisal, a copy of which has been provided to Reclamation and Freeport; and

(xiv) Freeport, through Byner, shall execute and deliver to the Escrow Agent a Special Warranty Deed conveying Byner's fee interest in the LCR MSCP Leased Lands to AGFC.

## **5.2 Further Actions Required for Closing**

Conditioned on the occurrence of the Enforceability Date, the Parties shall take such other actions as are required by the Escrow Agreement and any other applicable documents referenced therein to accomplish the closing of the Escrow Agreement and Donation Agreement on the Enforceability Date.

## **6.0 WATER MEASUREMENT AND REPORTING**

(i) Installation of Measuring Devices. Pursuant to Section 4.2.2 of this Agreement, Freeport has agreed to limit the combined volume of Water Diversions from the Wikieup Wellfield Points of Diversion and the Freeport Groundwater Wells for transportation to the Bagdad Mine Complex and Bagdad Townsite to 10,055 AFY. Freeport shall install and maintain water measurement devices that will enable Freeport to accurately measure and report the combined annual volume of Water Diverted from the Wikieup Wellfield Points of Diversion and the Freeport Groundwater Wells and conveyed to the Bagdad Mine Complex and Bagdad Townsite.

(ii) Maintenance of Records. Beginning January 1 of the Year following the Enforceability Date, Freeport shall maintain written records of all Water transported through the Wikieup Conveyance System to the Bagdad Mine Complex and Bagdad Townsite.

(iii) Freeport Annual Diversion Report. By February 15 of each subsequent Year, Freeport shall prepare and deliver to DOI and AGFC the Freeport Annual Diversion Report, which shall specify the total volume of water transported through the Wikieup Conveyance System to the Bagdad Mine Complex and Bagdad Townsite during the prior Year.

(iv) Upon the Enforceability Date of this Agreement, AGFC and DOI shall be entitled to enforce the provisions of this Section 6.0 against Freeport.

## **7.0 WAIVERS AND RELEASES OF CLAIMS**

### **7.1 Waivers and Releases of Claims**

The waivers and releases of claims set forth below will be enforceable upon the Enforceability Date of this 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 Hualapai BWR Agreement, the Hualapai Tribe Water Rights Settlement Agreement, or any other agreements entered into among any or all of the Parties to this Agreement.

### **7.2 Waivers and Releases of Claims by DOI against Freeport**

(i) Except to the extent provided in Section 7.2(iii) hereof, DOI shall execute a waiver and release of any and all claims of DOI 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 Wikieup Wellfield or the Freeport Groundwater Wells 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 Wikieup Wellfield or the Freeport Groundwater Wells 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 waivers and releases of claims under Section 7.2(i) above shall be in the form set forth in Exhibit 7.2(ii) and shall become effective on the Enforceability Date.

(iii) DOI shall retain all rights not expressly waived in the waiver and release of claims under Section 7.2(i) above, including the right to assert claims for breach of, or to seek enforcement of, this 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 or the Act.

### **7.3 Waiver and Release of Claims by Freeport against DOI.**

(i) Except to the extent provided in Section 7.3(iii) hereof, Freeport shall execute a waiver and release of all claims against DOI for:

(a) any claim of right to Divert Water from the Wikieup Wellfield and the Freeport Groundwater Wells in excess of 10,055 AFY for Mining Uses and Municipal Uses at the Bagdad Mine Complex and Bagdad Townsite;

(ii) The waiver and release 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) Freeport 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, this 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 or the Act.

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

(i) Except to the extent provided in Section 7.4(iii) hereof, Freeport shall execute a waiver and release of any and all claims of Freeport against the Tribe and the United States, acting in its capacity as trustee for the Tribe, its members and the Allottees, 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 DOI, the Tribe, or Allottees for use on the Allotments or on the Hualapai Executive Order 1368 Reservation arising prior to the Enforceability Date;

(b) claims for Injury to Water Rights arising after the Enforceability Date resulting from the Diversion of: (1) 82 AFY of Water by DOI or Allottees for use on Parcel 1; (2) 312 AFY of Water by DOI or Allottees for use on Parcel 2; and (3) 300 AFY of Water by DOI or the Tribe on Parcel 3 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 this Agreement.

(ii) The waivers and releases of claims under Section 7.4(i) above shall be in the form set forth in Exhibit 7.4(ii) of this Agreement 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 Section 7.4(i) above, including the right to assert claims for breach of, or to seek enforcement of, this 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 or the Act.

**7.5 Waiver and Release of Claims by the Tribe and the United States as Trustee against Freeport.**

(i) Except to the extent provided in Section 7.5(iv) hereof, the Tribe, and the United States acting as Trustee for the Tribe and its members, shall execute a waiver and release of all

claims against Freeport for:

(a) any Water Rights for the Tribe, and the United States as trustee for the Tribe and its members, for Parcel 3 in excess of 300 AFY;

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

(c) 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 this Agreement or the Hualapai BWR Agreement.

(ii) Except to the extent provided in Section 7.5(iv) hereof, the United States acting as Trustee for the Allottees, shall execute a waiver and release of all claims against Freeport for:

(a) any Water Rights for the Allottees, and the United States as trustee for the Allottees, for Parcel 1 in excess of 82 AFY or for Parcel 2 in excess of 312 AFY;

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

(c) 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 this Agreement.

(iii) The waiver and release of claims under Section 7.5(i) above shall be in the form set forth in Exhibit 7.1(ii) of the Hualapai BWR Agreement and shall become effective on the Enforceability Date. The waiver and release of claims under Section 7.5(ii) above shall be in the form set forth in Exhibit 7.1(ii) of the Hualapai BWR Agreement and shall become effective on the Enforceability Date.

(iv) The Tribe, and the United States acting in its capacity 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 Section 7.5(i) and (ii) above, including the right to assert claims for breach of, and to seek enforcement of, this 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 or the Act.

## **7.6 Waiver and Release of Claims by the Tribe against DOI**

(i) Except to the extent provided in Section 7.6(iii) hereof, the Tribe, on behalf of itself and its members, shall execute a waiver and release of any and all claims against DOI 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 DOI, acting as Trustee for the Tribe, asserted, or could have asserted, against any party to this Agreement or 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 Freeport's Sever and Transfer Applications;

(c) all future claims relating to Injury to Water Rights associated with Parcel 3 arising after the Enforceability Date, except for injury to the Water Right of 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 Agreement or the Hualapai BWR Agreement.

(ii) The waivers and releases of claims under Section 7.6(i) above shall be in the form set forth in Exhibit 7.6(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 7.6(i) above, including the right to assert claims for breach of, or to seek enforcement of, the 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 Hualapai BWR Agreement, or the Act.

#### **7.7 Waiver and Release of Claims by AGFC against Freeport**

AGFC shall execute a waiver and release of claims against Freeport as set forth in Exhibit 7.7 attached hereto and the waiver shall become effective on the Enforceability Date.

#### **7.8 Waivers and Release of Claims by Freeport against AGFC**

Freeport shall execute a waiver and release of claims against AGFC as set forth in Exhibit 7.8 attached hereto and the waiver shall become effective on the Enforceability Date. Resolution of differences between DOI and AGFC regarding AGFC water right claims are not addressed herein.

#### **7.9 General**

(i) No party shall, 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 or use of Water, that is authorized by this Agreement.

(ii) The waivers applicable to DOI bureaus in their non-trustee capacity, including Bureau of Land Management, the United States Fish and Wildlife Service, and the Bureau of Reclamation, shall be those waivers provided for in this Agreement, and not the waivers included in the Hualapai BWR Agreement.

## **7.10 Waiver of Sovereign Immunity**

The waiver of sovereign immunity by DOI and by the United States as trustee for the Tribe, its members, and the Allottees, as provided for in the Act, applies 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 the Act, this Agreement, and any exhibits hereto. Any action by the Parties to seek enforcement of this Agreement, or any exhibit hereto, shall be in a court of competent jurisdiction.

## **8.0 DEFAULT; NOTICE; RIGHT TO CURE; REMEDIES**

**8.1 Notice of Default.** Any Party may assert that another Party is in default of its obligations under this Agreement by providing a Notice of Default addressed and delivered as provided in Section 11.13 below. The Notice of Default shall specify the nature of the asserted default by the other Party.

**8.2 Right to Cure.** Any Party receiving a Notice of Default pursuant to Section 8.1 shall have 30 days to cure the asserted default. If the asserted default has not been cured within this 30 day period, the Party asserting the default may pursue the remedies specified in Section 8.3.

### **8.3 Remedies.**

(i) The Parties agree to use their best efforts to resolve disputes without litigation. In addition to providing Notices of Default as specified in Section 8.1, the Parties involved in any dispute regarding an asserted default shall meet to discuss the dispute and attempt to resolve the dispute informally, prior to initiating litigation.

(ii) The Parties agree that the only available remedies for a default under this Agreement shall be specific performance and injunctive or declaratory relief.

(iii) Notwithstanding Section 8.3(ii) above, if a Freeport Annual Diversion Report states or other evidence establishes that Freeport has Diverted more Water than the combined annual maximum of 10,055 AFY as provided in Section 4.2.2 (i) above, then Freeport agrees to reduce the volume of water it diverts the following year, with such reduction being equal to the volume of water that was Diverted during the previous year in excess of the 10,055 AFY limitation. Freeport shall use its best efforts to comply with the combined annual maximum Diversion limit provided for in Section 4.2.2 (i) above on an annual basis.

## **9.0 FURTHER AGREEMENTS OF THE PARTIES**

### **9.1 Freeport Contribution to Tribe's Water Project Alternatives Study**

Within ten business days after Freeport and the Tribe have executed both this Agreement and the Hualapai BWR Agreement, Freeport shall transfer \$1,000,000 to the Tribe as a contribution toward the cost of the Tribe's study of water project alternatives.

## **9.2 Participation in Future Adjudications**

Each Party shall have the right to assert and defend any and all of its Water Rights and claims, in any adjudication, or in any other judicial or administrative proceeding in which any of that Party's Water Rights and claims are subject to adjudication, determination, assertion, enforcement, administration, or challenge.

## **9.3 Stipulations**

Freeport and AGFC shall enter into a stipulation, in the form attached hereto as Exhibit 9.3(i), setting forth AGFC's confirmation of the Freeport Settlement Water Rights specified in Exhibit 4.1(i)(a) and Freeport's confirmation of AGFC's Water Rights specified in Exhibit 4.1(ii). Either party to the stipulation may submit the stipulation for approval by the court presiding over any adjudication in the Bill Williams River Watershed pursuant to A.R.S. § 45-252 or any other judicial proceeding to adjudicate Water Rights in the Bill Williams River Watershed, and the other party shall cooperate in seeking the court's approval of the stipulation.

## **9.4 Right to Acquire Future Water Rights Preserved**

Nothing in this Agreement shall be construed to limit any Party's ability to claim, acquire or exercise additional Water Rights within the Bill Williams River Watershed or elsewhere as long as those rights are not in violation of the terms of this Agreement or the Hualapai BWR Agreement.

## **9.5 Groundwater Rights**

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

## **10.0 COMPLIANCE WITH FEDERAL ENVIRONMENTAL LAW**

### **10.1 Enforcement of Federal Environmental Laws**

(i) Environmental Compliance. In implementing this Agreement and the Act, the Secretary shall comply with all applicable Federal environmental laws and regulations, including the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.).

(ii) United States Enforcement Authority. Nothing in this Agreement affects any right of the United States to take any action, including environmental actions, under any laws (including regulations and the common law) relating to human health, safety, or the environment.

## **11.0 OTHER PROVISIONS**

### **11.1 Entire Understanding**

(i) This Agreement constitutes the entire understanding among the Parties. 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 11.1(i), the Parties acknowledge that other rights and obligations of some of the Parties are set forth in the Hualapai BWR Agreement and additional rights and obligations may be established in a future Hualapai Tribe Water Rights Settlement Agreement. All such other rights and obligations shall be determined pursuant to the terms of those separate agreements and shall not affect the provisions of this Agreement .

(iii) This Agreement is being entered into concurrently with the Hualapai BWR Agreement. The terms and conditions of these agreements and their exhibits shall be interpreted in a consistent manner so as to give full effect to each provision contained therein.

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

(i) Amendments to this Agreement. No modification shall be made to this Agreement, excluding exhibits, after the Enforceability Date unless made in writing and signed by all of the Parties affected by such modification; provided, however, that no amendment of the Agreement may violate any provisions of the Act.

(ii) Amendments to Exhibits. Exhibits to this Agreement may be amended by the Parties to such exhibits in accordance with their terms; provided, however, that no amendment of any exhibit may violate any provisions of the Act, or this Agreement, or adversely affect the rights under this Agreement of any Party who is not a signatory to such amendment. Notice of amendments to any exhibit shall be given to all of the Parties in accordance with Section 11.13. Failure to provide such notice in accordance with the terms of Section 11.13 shall not affect the validity of an amendment to an exhibit made hereunder.

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

All of the Parties, including ADWR, shall be bound by the terms of this Agreement as of the Effective Date, regardless of the date on which the Party executes this Agreement. Each Party agrees to work in good faith to satisfy the conditions in this Agreement.

### **11.4 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, including ADWR, he or she represents.

### **11.5 ADWR Limited Capacity as a Party**

Execution of this Agreement by the Director of ADWR constitutes the commitment of ADWR to carry out the terms and conditions of Section 4.2.1, and to accept for inclusion in ADWR's public records the Notices of Diversion Limitation on Water Rights submitted by Freeport pursuant to Section 4.2.2(i) above. Except as provided in the preceding sentence, it is not intended that this Agreement shall be determinative of any decision to be made by ADWR in any administrative, adjudicatory, rulemaking or other proceeding or matter.

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

Any Party shall have the right to petition any State or federal court of competent jurisdiction for specific performance, or declaratory or 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 a dispute arising under this Agreement or the Act.

#### **11.7 Governing Law**

This Agreement shall be construed in accordance with applicable federal laws and Arizona state laws.

#### **11.8 Successors and Assigns**

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of lands, water rights, or other interests of the Parties.

#### **11.9 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.

#### **11.10 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.

#### **11.11 Construction and Effect**

The Section 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 All other words shall have their ordinary meaning. All references to defined terms in the singular shall also include the plural and vice versa.

#### **11.12 Enforceability Date; Failure to Satisfy Conditions**

(i) The Enforceability Date shall be the date on which the Secretary publishes in the Federal Register a statement of findings that the following have occurred:

(a) Congress has approved the Act;

(b) To the extent that this Agreement or the Hualapai BWR Agreement conflicts with the Act, the conflicting agreement has been revised through an amendment to eliminate the conflict; and all Parties to the agreement have executed this Agreement and the Hualapai BWR Agreement, with any necessary revisions, and all applicable exhibits thereto;

(c) Freeport has submitted to ADWR its conditional amendment of Sever and Transfer Application Number 36-64329 for the Lincoln Ranch Water Right pursuant to Section 4.2.1(ii)(a)(1) and the amendments to the Sever and Transfer Applications for the Planet Ranch and Lincoln Ranch Water Rights pursuant to Section 4.2.1(ii)(a)(2);

(d) AGFC, Bureau of Land Management, Bureau of Indian Affairs and the Fish and Wildlife Service have conditionally withdrawn their Objections to the Sever and Transfer Applications as set forth in Sections 4.2.1(ii) and 4.2.1(iii) of this Agreement;

(e) ADWR has issued the ADWR Order;

(f) Any other objections to the Sever and Transfer Applications have been resolved in a decision and order that is final and non-appealable, or have been withdrawn.

(g) DOI has provided notice to the Parties that it has completed the legally required review of this Agreement and the Hualapai BWR Agreement under applicable federal environmental laws.

(h) The Steering Committee for the LCR MSCP has approved and authorized the LCR MSCP Program Manager to execute the LCR MSCP Lease attached hereto as Exhibit 2.33, no later than October 31, 2014, unless a later date is agreed to by the Parties.

(i) The waivers and releases authorized by Section 6 of the Act have been executed by the Tribe and the Secretary.

(ii) If all of the actions set forth in Section 11.12(i) do not occur by December 13, 2015 then this Agreement shall be null and void, no Party to this Agreement will have any further obligation to any other Party, and the Tribe shall have no obligation to return to Freeport any portion of the \$1,000,000 contributed by Freeport for the Tribe's study of water project alternatives under Section 9.1.

(iii) If any condition set forth in Sections 5.1 through 5.4 of the Escrow Agreement occurs prior to the Enforceability Date, any party to the Escrow Agreement may give notice to the Secretary that the Escrow will not close until the condition is resolved. If the Secretary

receives such a notice prior to the Enforceability Date, the Secretary shall not publish the Federal Register statement of findings specified in Section 11.12(i) above until the party providing the notice confirms that the specified condition from the Escrow Agreement has been resolved or waived.

### **11.13 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 on the earliest of the following dates: (i) the actual date of receipt by the Party to whom notice is given; (ii) the date when delivered to the designated address of the Party; or (iii) if mailed, 48 hours after deposit in the United States mail; provided, in each instance, that such notice or report is documented by an appropriate receipt confirming delivery or deposit in the United States mail. Notices and report shall be addressed as shown below or to such other address as each 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 Section, but shall be deemed to be given as a courtesy only.

#### As to the United States Department of Interior:

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

#### With copy to:

Regional Director, Bureau of Indian Affairs  
2600 N. Central Avenue, 4<sup>th</sup> floor  
Phoenix, AZ 85004

#### As to Freeport Minerals Corporation:

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

#### With copy to:

Freeport Minerals Corporation  
333 North Central Avenue  
Phoenix, Arizona 85004

Attn: Senior Counsel-Water, Legal Department

As to AGFC:

Arizona Game and Fish Department  
5000 West Carefree Highway  
Phoenix, Arizona 85086  
Attn: Director, Arizona Game and Fish Department

with a copy to:

Office of the Arizona Attorney General  
1275 West Washington  
Phoenix, Arizona 85007  
Attn: Assistant Attorney General Representing Game and Fish

As to ADWR:

Arizona Department of Water Resources  
Director  
3550 North Central Avenue  
Phoenix, Arizona 85012

with a copy to:

Arizona Department of Water Resources  
Legal Division  
3550 North Central Avenue  
Phoenix, Arizona 85012  
Attn: Chief Counsel

As to the Tribe:

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

**11.14 Conflict of Interest.**

This Agreement is subject to cancellation in accordance with A.R.S. § 38-511.



**11.15 Dispute Resolution.**

The Parties agree to engage in alternative dispute resolution procedures in accordance with state and federal statutes, regulations, or court orders, including but not limited to 5 U.S.C. § 575 and A.R.S. § 12-1518. Nothing in this provision shall be interpreted as requiring the Parties to participate in alternative dispute resolution, including arbitration.

**12.0 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: \_\_\_\_\_

**FREEPORT MINERALS CORPORATION**

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

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

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

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

**THE ARIZONA GAME AND FISH COMMISSION**

By: \_\_\_\_\_  
Secretary of the Arizona Game and Fish Commission and  
Director of the Arizona Game and Fish Department

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

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

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

**THE ARIZONA DEPARTMENT OF WATER RESOURCES**

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

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

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

**HUALAPAI TRIBE**

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

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

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

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

Legislative Draft

1 **ARIZONA DEPARTMENT OF WATER RESOURCES**  
2 **BEFORE THE DIRECTOR**

3 IN THE MATTER OF EIGHTEEN  
4 APPLICATIONS TO SEVER AND  
5 TRANSFER CERTAIN WATER RIGHTS  
6 APPURTENANT TO LANDS LOCATED  
7 WITHIN PLANET RANCH EVIDENCED  
8 BY CERTIFICATE OF WATER RIGHT  
9 NOS. 3235 (Application No. A-4586), 3270  
10 (Application No. A-4643), 3281 (Application  
11 No. A-4644), 3282e (Application No. A-  
12 4650), 3826 (Application No. A-4675), 3829e  
13 (Application No. A-4902), 3830 (Application  
14 No. A-4937), 3903 (Application No. A-4939),  
15 4084 (Application No. A-4625), 4085  
16 (Application No. A-4652.0002), 4086  
17 (Application No. A-4678), 4087 (Application  
18 No. A-4913), 4154 (Application No. A-4626),  
19 28672 (Application No. 33-28672.0001),  
20 28673 (Application No. 33-28673), 28675  
21 (Application No. 33-28675), 28677  
22 (Application No. 33-28677); AND  
23 APPURTENANT TO LANDS WITHIN  
24 LINCOLN RANCH EVIDENCED BY  
25 STATEMENT OF CLAIM OF RIGHT NO.  
26 36-64329, all within La Paz and Mohave  
27 Counties, Arizona.  
28

**No. ST-XX-XXXX**

**DIRECTOR'S CONDITIONAL  
DECISION AND ORDER**

19  
20 On March 19, 2010, the City of Scottsdale (“**Scottsdale**”) and Freeport-McMoRan  
21 Corporation (“**Freeport**”) collectively filed eighteen applications with the Arizona  
22 Department of Water Resources (“**Department**”) to sever and transfer certain water rights  
23 pursuant to Arizona Revised Statutes (A.R.S.) § 45-172, which applications were  
24 subsequently amended. Upon consideration of the information provided by the applicants and  
25 the records of the Department, the Director of the Department (“**Director**”) issues, without a  
26 hearing, the following findings of fact, conclusions of law, and order conditionally approving  
27 the sever and transfer applications.  
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## FINDINGS OF FACT

### Planet Ranch Purchase Agreement

1. On July 11, 2006, Phelps Dodge Corporation (“**Phelps Dodge**”) entered into a real estate purchase agreement (“**Planet Ranch Purchase Agreement**”) with the City of Scottsdale (“**Scottsdale**”), which was amended on April 27, 2010 and July 6, 2010, to acquire certain real and personal property owned by Scottsdale, and generally located on the north and south sides of the Bill Williams River in Sections 16, 20, 21, 25 through 36, Township (T) 11 North (N), Range (R) 16 West (W) and Sections 3 through 5, T10N, R16W, Gila and Salt River Base and Meridian (“**G&SRBM**”), Mohave and La Paz Counties, Arizona. This property, together with all appurtenances, including all appurtenant water rights, is commonly known as “Planet Ranch,” and is depicted in **Exhibit [add]**, attached hereto and incorporated herein by reference. Planet Ranch consists of approximately 8,388.73 acres, and is adjacent to the Bill Williams River National Wildlife Refuge.

2. Subsequent to Phelps Dodge’s entering into the Planet Ranch Purchase Agreement, the corporate name of Phelps Dodge was changed to Freeport-McMoRan Corporation (“**Freeport**”) by a “Certificate of Amendment of the Certificate of Incorporation of Phelps Dodge Corporation” filed on April 15, 2008 with the State of New York, Department of State. Effective December 31, 2013, Freeport was reincorporated as a Delaware Corporation. On June 2, 2014, Freeport changed its name from Freeport-McMoRan Corporation to Freeport Minerals Corporation (“Freeport Minerals”) by filing a “Certificate of Amendment of Certificate of Incorporation with the State of Delaware.”

3. On March 19, 2010, in furtherance of the Planet Ranch Purchase Agreement, Freeport and Scottsdale jointly filed eleven applications to sever and transfer certain surface water rights from Planet Ranch and Freeport filed one application to sever and transfer a water right from Lincoln Ranch. These applications were filed to sever and transfer water rights to the Bagdad Mine (“**Bagdad Mine Complex**”), owned and operated by Freeport for mining

1 purposes, and to the Town of Bagdad (“**Bagdad Townsite**”) for municipal purposes, all  
2 generally located in T14, 14.5 and 15 N, R8, 9, and 10 W, G&SRBM, Yavapai County,  
3 Arizona. The Bagdad Mine Complex and Bagdad Townsite are depicted on **Exhibit [add]**,  
4 attached hereto and incorporated herein by reference. For purposes of this Conditional Decision  
5 and Order, “**Mining Purposes**” shall mean all water uses necessary to support the mine  
6 operation at the Bagdad Mine Complex, including, but not limited to, mineral extraction and  
7 metallurgical processing, manufacturing, dust control, human consumption, domestic and any  
8 other uses directly related to mining operations at the Bagdad Mine Complex.  
9

10 4. On [add], Freeport Minerals filed amendments to the sever and transfer  
11 applications for Planet Ranch to update certain information, which does not increase the  
12 quantity of water to be severed and transferred. The amended applications for Planet Ranch are  
13 referred to herein as the “**Planet Ranch Applications**.” On the same date, Freeport Minerals  
14 filed a conditional amendment to the sever and transfer application for Lincoln Ranch to reduce  
15 the quantity of water being severed and transferred. The original Lincoln Ranch sever and  
16 transfer application is referred to herein as the “**Lincoln Ranch Application**,” and the amended  
17 Lincoln Ranch sever and transfer application is referred to herein as the “**Amended Lincoln**  
18 **Ranch Application**.”

19 5. Lincoln Ranch is owned by Freeport and located on the south side of the Bill  
20 Williams River generally in the South half (S½), Sections 14 and 15; the North half of the  
21 Northeast quarter (N½NE¼), Section 22; and the North half (N½), Section 23; all in T10N,  
22 R14W, G&SRBM, La Paz County, Arizona, and depicted on **Exhibit [add]**, attached hereto and  
23 incorporated herein by reference. Lincoln Ranch consists of approximately 1,002 acres.  
24

25 6. On March 19, 2010, in furtherance of the Planet Ranch Purchase Agreement,  
26 Freeport and Scottsdale also jointly filed six applications (the “**MSCP Applications**”) to Sever  
27 and Transfer certain surface water rights from within Planet Ranch to an area of Planet Ranch  
28 consisting of 3,413.27 acres known as the “**MSCP Lease Property**.” The MSCP

1 Applications seek to sever and transfer the specified water rights for Lower Colorado River  
2 Multi-Species Conservation Program purposes (“**MSCP Purposes**”). For purposes of this  
3 Conditional Decision and Order, “MSCP Purposes” shall mean irrigation of agricultural fields  
4 and habitat creation, restoration and maintenance uses for the benefit of fish and wildlife  
5 resources. The MSCP Lease Property is generally located in Parcels 1 through 9, within  
6 Sections 27, 28, and 31 through 36, T11N, R16W, G&SRBM, Mohave and La Paz Counties,  
7 Arizona. The MSCP Lease Property is depicted on **Exhibit [add]**, attached hereto and  
8 incorporated herein by reference.  
9

10 7. By Special Warranty and Quit Claim Deed recorded December 14, 2011,  
11 Scottsdale conveyed Planet Ranch to Freeport as described in the Planet Ranch Purchase  
12 Agreement, and assigned to Freeport its interests in the Planet Ranch Applications and the  
13 MSCP Applications.

14 8. By Special Warranty and Quit Claim Deed recorded December 14, 2011,  
15 Freeport conveyed all land and water rights associated with Planet Ranch to Byner Cattle  
16 Company (“**Byner**”), a wholly owned subsidiary of Freeport. Byner has consented to the  
17 severances and transfers proposed in the Planet Ranch Applications and the MSCP  
18 Applications.

19 **Wikieup Wellfield Points of Diversion**

20 9. Upon severance and transfer of the water rights, the Planet Ranch and Lincoln  
21 Ranch Applications propose to divert water from the Big Sandy River, a tributary to the Bill  
22 Williams River within the Bill Williams watershed, by certain wells located in the vicinity of  
23 Wikieup, Arizona in Sections 3 and 10, T16N, R13W; Sections 22, 27 and 34, T16.5N, R13W;  
24 Sections 2, 10, 14, 23 and 26, T17N, R13W; and Sections 26 and 27, T18N, R13W; G&SRBM;  
25 Mohave County, Arizona (“**Wikieup Wellfield**”). The wells located in the Wikieup Wellfield  
26 are proposed to be used as new points of diversion under the Planet Ranch and Lincoln Ranch  
27  
28

1 Applications (“**Wikieup Wellfield Points of Diversion**”). These wells are listed in **Exhibit**  
2 **[add]** and depicted on **Exhibit [add]**, attached hereto and incorporated herein by reference.

3  
4 10. The Wikieup Wellfield Points of Diversion withdraw surface water from the  
5 floodplain alluvium of, and are in hydraulic connection with, the Big Sandy River.  
6 Withdrawals from the Wikieup Wellfield Points of Diversion have a direct and appreciable  
7 effect on the Big Sandy River streamflow.

8 11. The Wikieup Wellfield supplies water to one storage and settling tank with a  
9 storage capacity of 200,000 gallons at the Wikieup Pump Station, which is generally located at  
10 the southern end of the Wikieup Wellfield adjacent to the Big Sandy River within the Northwest  
11 quarter (NW¼), Section 11, T16N, R13W, G&SRBM, Mohave County, Arizona. Water from  
12 the Wikieup Pump Station is currently transported to the Bagdad Mine Complex via a pipeline.  
13 Between 1995 and 2010, the maximum annual delivery of water from the Wikieup Wellfield  
14 Points of Diversion totaled 10,055 acre-feet (“AF”). The current carrying capacity of the pipeline  
15 to the Bagdad Mine Complex is approximately 7,200 gallons per minute (“GPM”) or 11,600  
16 AFA.

17 12. The infrastructure to deliver water from the Wikieup Wellfield to the Bagdad  
18 Townsite for municipal purposes has not yet been constructed. Water for municipal purposes at  
19 the Bagdad Townsite is currently supplied from Francis Creek, a tributary of the Big Sandy  
20 River within the Bill Williams Watershed, and certain groundwater wells.

21 **Settlement Agreement**

22 13. The United States Department of the Interior (“**DOI**”); the Hualapai Tribe  
23 (“**Tribe**”); the United States as trustee for the Tribe, its members and allottees; the Arizona  
24 Game and Fish Commission (“**AGFC**”) on behalf of the Arizona Game and Fish Department  
25 (“**AGFD**”); the Department; and Freeport Minerals negotiated and agreed to the terms of a  
26 water rights settlement agreement entitled “Big Sandy River-Planet Ranch Water Rights  
27 Settlement Agreement” (the “**Big Sandy River-Planet Ranch Agreement**”). The role of the  
28



1 Department as a party to the Big Sandy River-Planet Ranch Agreement is for the limited  
2 purpose of issuing this Conditional Decision and Order.

3  
4 14. Consistent with Section 2.21 of the Big Sandy River-Planet Ranch Agreement,  
5 “**Enforceability Date**” as used in this Conditional Decision and Order shall mean the date on  
6 which all actions set forth in Section 11.12 of the Big Sandy River-Planet Ranch Agreement  
7 have occurred, provided that those actions occur no later than December 13, 2015.

8  
9 15. Pursuant to the Big Sandy River-Planet Ranch Agreement, Freeport Minerals,  
10 through Byner, will (a) lease to the United States of America, Department of the Interior,  
11 Bureau of Reclamation, Lower Colorado Region (“**Reclamation**”) certain lands and associated  
12 water rights located on the MSCP Lease Property within Planet Ranch for fifty years for use by  
13 Reclamation for MSCP purposes, including habitat restoration; and (b) grant and reserve certain  
14 licenses (“**MSCP Lease**”).

15  
16 16. Pursuant to the Big Sandy River-Planet Ranch Agreement, Freeport Minerals,  
17 through Byner will (a) donate to AGFC on behalf of the AGFD the lands associated with the  
18 MSCP Lease Property subject to the MSCP Lease with Reclamation, including the associated  
19 water rights, (b) assign Byner’s interests as lessor under the MSCP Lease to AGFC, and (c)  
20 grant and reserve certain easements (“**AGFD Donation Agreement**”).

21  
22 **Agricultural Leases**

23  
24 17. At the time that the Planet Ranch and MSCP Applications were filed, Scottsdale  
25 had temporarily ceased most farming and irrigation activities within Planet Ranch due to the  
26 pendency of applications filed by Scottsdale to change the beneficial use of the Planet Ranch  
27 water rights from irrigation to municipal purposes. Scottsdale withdrew these applications on  
28 July 3, 2012. Freeport, through Byner, took steps to prepare Planet Ranch for re-irrigation,  
including entering into an agricultural lease pursuant to which the lessee will raise crops on  
portions of Planet Ranch (the “**Planet Ranch Agricultural Lease**”). Pursuant to the Big Sandy

1 River-Planet Ranch Agreement, Freeport Minerals will transfer the Planet Ranch Agricultural  
2 Lease to AGFC upon the Enforceability Date.

3 18. Freeport entered into an agricultural lease pursuant to which the lessee raises  
4 crops on portions of Lincoln Ranch (the “**Lincoln Ranch Agricultural Lease**”).

5 19. Pursuant to the Planet Ranch Agricultural Lease and the Lincoln Ranch  
6 Agricultural Lease, irrigation water may be applied by the respective lessee to the leased  
7 portions of Planet and Lincoln Ranches at any time during a calendar year for purposes of  
8 planting, growing and harvesting an agricultural crop. Each calendar year in which the  
9 respective lessee initiates irrigation of leased land at either Planet Ranch or Lincoln Ranch is  
10 referred to herein as a “**Crop Cycle.**”

11 **Planet Ranch Applications**

12 20. The eleven Planet Ranch Applications propose to sever and transfer certain water  
13 rights from Planet Ranch to the Bagdad Mine Complex and Bagdad Townsite. The Planet  
14 Ranch Applications seek to add legal authority for existing withdrawals of water from the  
15 Wikieup Wellfield Points of Diversion for current and future mining uses at the Bagdad Mine  
16 Complex and for future municipal uses at the Bagdad Townsite. The Planet Ranch Applications  
17 do not seek to physically move water from its current place of use in the Bill Williams  
18 Watershed to the proposed new place of use, which is in a different sub-watershed of the Bill  
19 Williams Watershed.  
20

21 21. The Planet Ranch Applications request a severance and transfer of the water  
22 rights appurtenant to 1,670 acres of land within Planet Ranch. The total quantity of water  
23 sought to be severed and transferred to the Wikieup Wellfield is 8,873.3 AFA, which is based  
24 on the beneficial uses described in each of the eleven certificates of water right (“CWRs”)  
25 associated with the Planet Ranch Applications. These beneficial uses include irrigation and/or  
26 stockwatering uses. The irrigation uses were quantified in the Planet Ranch Applications based  
27 on a consumptive use of 5.3 AF/acre/annum for alfalfa grown at Planet Ranch.  
28

1           22.     Currently, lands within Planet Ranch, to which the water rights for Planet Ranch  
2 are appurtenant, are in the process of being irrigated by the wells listed in **Exhibit [add]**, and  
3 depicted on **Exhibit [add]**, attached hereto and incorporated herein by reference (the “**Planet**  
4 **Ranch Wells**”). The Planet Ranch Wells are interconnected, and any combination thereof is  
5 currently in the process of being used to irrigate these lands within Planet Ranch. The eleven  
6 CWRs that evidence the appurtenant water rights for Planet Ranch are described below.

7  
8 CWR No. 3235 (Application No. A-4586)

9           23.     CWR No. 3235 (Application No. A-4586) was issued to Arizona Ranch and  
10 Metals Company (“**AZ Ranch and Metals**”) on May 15, 1964, assigned to Scottsdale on May  
11 20, 1985, and revised on October 19, 1990 to reflect corrections to the legal description of the  
12 irrigated lands. This CWR was reissued to Scottsdale on August 31, 1992 pursuant to Decision  
13 and Order No. ST-88-001 dated December 30, 1991 regarding changes in the place of use and  
14 points of diversion. On April 3, 2014, this CWR was assigned first to Freeport and then to  
15 Byner.

16           a.     This CWR evidences a surface water right with a priority date of December 20,  
17 1961 to use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
18 Williams River watershed, in the amount of 1,440,000 gallons per annum (“**GPA**”) for  
19 stockwatering purposes, and 1,620 AFA for the irrigation of 270 acres, based on a water duty of  
20 6.0 AF/acre/annum.

21           b.     The CWR lists the points of diversion and the places of use for stockwatering  
22 purposes as being located in the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ),  
23 Section 32, T11N, R16W, G&SRBM, Mohave and La Paz Counties, Arizona.

24           c.     The CWR lists the points of diversion for irrigation purposes as located in the  
25 Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ), and the Northeast quarter of the  
26 Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section 32, T11N, R16W, G&SRBM, Mohave and La Paz  
27 Counties, Arizona. The CWR lists the places of use for irrigation purposes as located in the  
28

1 East half of the Southwest quarter of the Southwest quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ), the West half of  
2 the Southeast quarter of the Southwest quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ), the West half of the East half of  
3 the Southeast quarter of the Southwest quarter (W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) (33 acres), Section 16; the  
4 North half of the Southeast quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ ), the South half of the Southwest quarter of the  
5 Northeast quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ), the South half of the South half of the Southeast quarter of  
6 the Northeast quarter (S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ ), the South half of the Southeast quarter of the  
7 Northwest quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ ), Section 31; the Northwest quarter of the Southwest quarter  
8 (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), the West half of the Northeast quarter of the Southwest quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ),  
9 the West half of the Northeast quarter of the Northeast quarter of the Southwest quarter  
10 (W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ), the Southwest quarter of the Southeast quarter of the Northwest quarter  
11 (SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ ), the South half of the Southwest quarter of the Northwest quarter  
12 (S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ ), and the North half of the Southwest quarter of the Southwest quarter  
13 (N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) (237 acres), Section 32; all in T11N, R16W, G&SRBM, Mohave and La Paz  
14 Counties, Arizona.  
15

16 24. The Planet Ranch Application to sever and transfer the water right evidenced by  
17 CWR No. 3235 (Application No. A-4586) seeks to sever and transfer 1,435.4 AFA of surface  
18 water, which is based on a consumptive water use of 5.3 AF/acre/annum for 270 irrigation acres  
19 and 1,440,000 GPA of stockwatering use, from Planet Ranch to the Bagdad Mine Complex for  
20 Mining Purposes and the Bagdad Townsite for municipal purposes by means of the Wikieup  
21 Wellfield Points of Diversion.  
22

23 CWR No. 3282e (Application No. A-4650)

24 25. CWR No. 3282e (Application No. A-4650) was issued to AZ Ranch and Metals  
25 on July 5, 1968, the legal description of the irrigated lands was corrected on July 6, 1984, and  
26 the CWR was subsequently assigned to Scottsdale on May 20, 1985. On April 3, 2014, this  
27 CWR was assigned first to Freeport and then to Byner.  
28

1 a. This CWR evidences a surface water right with a priority date of April 8, 1963 to  
2 use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
3 Williams River watershed, in the amount of 1,080,000 GPA for stockwatering purposes, and  
4 1,140 AFA for irrigation of 190 acres within Planet Ranch, based on a water duty of 6.0  
5 AF/acre/annum.

6  
7 b. The CWR lists the points of diversion for stockwatering and irrigation uses as  
8 located in the Northeast quarter of the Southeast quarter (NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>), and the place of use for  
9 stockwatering use as located in the Southeast quarter of the Southeast quarter (SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>), all in  
10 Section 29, T11N, R16W, G&SRBM, Mohave County, Arizona.

11 c. The CWR lists the places of use for irrigation purposes as located in the East half  
12 of the Southeast quarter (E<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>) (80 acres), the East half of the East half of the Northeast  
13 quarter (E<sup>1</sup>/<sub>2</sub>E<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>), the Southwest quarter of the Southeast quarter of the Northeast quarter  
14 (SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>) (50 acres), the East half of the Northwest quarter of the Southeast quarter of  
15 the Northeast quarter (E<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>) and the East half of the Southwest quarter of the  
16 Northeast quarter of the Northeast quarter (E<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>) (10 acres), Section 29; the West  
17 half of the West half of the Northwest quarter (W<sup>1</sup>/<sub>2</sub>W<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>) and the West half of the East half  
18 of the Northwest quarter of the Northwest quarter (W<sup>1</sup>/<sub>2</sub>E<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>) (50 acres), Section 28,  
19 all in T11N, R16W, G&SRBM, Mohave County, Arizona.

20 26. The Planet Ranch Application to sever and transfer water rights evidenced by  
21 CWR No. 3282e (Application No. A-4650) seeks to sever and transfer 1,010.3 AFA of surface  
22 water, which is based on a consumptive water use of 5.3 AF/acre/annum for 190 irrigation acres  
23 and 1,080,000 GPA of stockwatering uses, from Planet Ranch to the Bagdad Mine Complex for  
24 Mining Purposes and the Bagdad Townsite for municipal purposes by means of the Wikieup  
25 Wellfield Points of Diversion.

26  
27 CWR No. 3826 (Application No. A-4675)

1           27.     CWR No. 3826 (Application No. A-4675) was issued to AZ Ranch and Metals  
2 on February 28, 1979, and subsequently assigned to Scottsdale on May 14, 1985. On April 3,  
3 2014, this CWR was assigned first to Freeport and then to Byner.

4           a.     This CWR evidences a surface water right with a priority date of August 27,  
5 1963 to use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
6 Williams River watershed, in the amount of 1,440,000 GPA for stockwatering purposes, and  
7 960 AFA for irrigation of 160 acres within Planet Ranch, based on a water duty of 6.0  
8 AF/acre/annum.

9           b.     The CWR lists the points of diversion for stockwatering and irrigation purposes  
10 and the place of use for stockwatering purposes as located in the Northwest quarter of the  
11 Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section 27, T11N, R16W, G&SRBM, Mohave County,  
12 Arizona.

13           c.     The CWR lists the place of use for irrigation purposes as located in the South  
14 half of the Southwest quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ ), Section 27 and the North half of the Northeast quarter  
15 (N $\frac{1}{2}$ NE $\frac{1}{4}$ ), Section 33, T11N, R16W, G&SRBM, Mohave County, Arizona.

16           28.     The Planet Ranch Application to sever and transfer water right evidenced by  
17 CWR No. 3826 (Application No. A-4675) seeks to sever and transfer 852.4 AFA of surface  
18 water, which is based on a consumptive water use of 5.3 AF/acre/annum for 160 irrigation acres  
19 and 1,440,000 GPA for stockwatering purposes, from Planet Ranch to the Bagdad Mine  
20 Complex for Mining Purposes and the Bagdad Townsite for municipal purposes by means of  
21 the Wikieup Wellfield Points of Diversion.

22 CWR No. 3829e (Application No. 4902)

23           29.     CWR No. 3829e (Application No. 4902) was issued to AZ Ranch and Metals on  
24 January 15, 1981, the legal description of the irrigated lands was corrected on July 6, 1984, and  
25 the CWR was subsequently assigned to Scottsdale on May 20, 1985. On April 3, 2014, this  
26 CWR was assigned first to Freeport and then to Byner.  
27  
28

1 a. This CWR evidences a surface water right with a priority date of April 24, 1970  
2 to use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
3 Williams River watershed, in the amount of 150 AFA for irrigation of 25 acres within Planet  
4 Ranch, based on a water duty of 6.0 AF/acre/annum.

5  
6 b. The CWR lists the point of diversion as located in the Northeast quarter of the  
7 Southeast quarter (NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>), Section 29, T11N, R16W, G&SRBM, Mohave County, Arizona.

8 c. The CWR lists the place of use as located in the Northeast quarter of the  
9 Northeast quarter (NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>), Section 32, T11N, R16W, G&SRBM, Mohave County, Arizona.

10 30. The Planet Ranch Application to sever and transfer water rights evidenced by  
11 CWR No. 3829e (Application No. 4902) seeks to sever and transfer 132.5 AFA of water, which  
12 is based on a consumptive water use of 5.3 AF/acre/annum for 25 irrigation acres, from Planet  
13 Ranch to the Bagdad Mine Complex for Mining Purposes and the Bagdad Townsite for  
14 municipal purposes by means of the Wikieup Wellfield Points of Diversion.

15 CWR No. 3830 (Application No. A-4937)

16 31. CWR No. 3830 (Application No. A-4937) was issued to AZ Ranch and Metals  
17 on February 28, 1979, and subsequently assigned to Scottsdale on May 14, 1985. On April 3,  
18 2014, this CWR was assigned first to Freeport and then to Byner.

19 a. This CWR evidences a surface water right with a priority date of May 21, 1971  
20 to use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
21 Williams River watershed, in the amount of 360 AFA for irrigation of 60 acres within Planet  
22 Ranch, based on a water duty of 6.0 AF/acre/annum.

23 b. The CWR lists the point of diversion as located in the Northeast quarter of the  
24 Northwest quarter (NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>), Section 33, T11North, R16W, G&SRBM, Mohave County,  
25 Arizona.

26 c. The CWR list the places of use as located in the South half of the South Half of  
27 the Southwest quarter (S<sup>1</sup>/<sub>2</sub>S<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>) (40 acres) and the South half of the North half of the South  
28

1 half of the Southwest quarter ( $S\frac{1}{2}N\frac{1}{2}S\frac{1}{2}SW\frac{1}{4}$ ) (20 acres), Section 28, T11N, R16W,  
2 G&SRBM, Mohave County, Arizona.

3  
4 32. The Planet Ranch Application to sever and transfer water rights evidenced by  
5 CWR No. 3830 (Application No. A-4937) seeks to sever and transfer 318 AFA of surface  
6 water, which is based on a consumptive water use of 5.3 AF/acre/annum for 60 irrigation acres,  
7 from Planet Ranch to the Bagdad Mine Complex for Mining Purposes and the Bagdad Townsite  
8 for municipal purposes by means of the Wikieup Wellfield Points of Diversion.

9 CWR No. 4084 (Application No. A-4625)

10 33. CWR No. 4084 (Application No. A-4625) was issued to AZ Ranch and Metals  
11 on November 9, 1983, and subsequently assigned to Scottsdale on May 20, 1985. On April 3,  
12 2014, this CWR was assigned first to Freeport and then to Byner.

13 a. This CWR evidences a surface water right with a priority date of July 26, 1962 to  
14 use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
15 Williams River watershed, in the amount of 1,200,000 GPA for stockwatering purposes and 780  
16 AFA for irrigation of 130 acres within Planet Ranch, based on a water duty of 6.0  
17 AF/acre/annum.

18 b. The CWR lists the point of diversion for stockwatering and irrigation purposes,  
19 and the place of use for stockwatering purposes as located in the Northeast quarter of the  
20 Northwest quarter ( $NE\frac{1}{4}NW\frac{1}{4}$ ), Section 33, T11N, R16W, G&SRBM, Mohave County,  
21 Arizona.

22 c. The CWR lists the places of use for irrigation purposes as located in the North  
23 half of the Northwest quarter ( $N\frac{1}{2}NW\frac{1}{4}$ ) (76 acres), the North half of the North half of the  
24 Southwest quarter of the Northwest quarter ( $N\frac{1}{2}N\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$ ) (9 acres), the Southeast quarter  
25 of the Northwest quarter ( $SE\frac{1}{4}NW\frac{1}{4}$ ) (38 acres) and the Northeast quarter of the Northeast  
26 quarter of the Southwest quarter ( $NE\frac{1}{4}NE\frac{1}{4}SW\frac{1}{4}$ ) (7 acres), all in Section 33, T11N, R16W,  
27 G&SRBM, Mohave County, Arizona.  
28



1           34.     The Planet Ranch Application to sever and transfer the water rights evidenced by  
2 CWR No. 4084 (Application No. A-4625) seeks to sever and transfer 692.7 AFA of surface  
3 water, which is based on a consumptive water use of 5.3 AF/acre/annum for 130 irrigation acres  
4 and 1,200,000 GPA of stockwatering uses, from Planet Ranch to the Bagdad Mine Complex for  
5 Mining Purposes and the Bagdad Townsite for municipal purposes by means of the Wikieup  
6 Wellfield Points of Diversion.

7  
8 CWR No. 4085 (Application No. A-4652)

9           35.     CWR No. 4085 (Application No. A-4652) was issued to AZ Ranch and Metals  
10 on November 9, 1983, and subsequently assigned to Scottsdale on May 20, 1985. Pursuant to  
11 Decision and Order No. TS-85-002 dated January 2, 1987, the places of use were expanded. On  
12 April 3, 2014, this CWR was assigned first to Freeport and then to Byner.

13           a.     This CWR evidences a surface water right with a priority date of April 16, 1963  
14 to use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
15 Williams River watershed, in the amount of 1,100,000 GPA for stockwatering purposes, and  
16 1,410 AFA for irrigation of 235 acres within Planet Ranch, based on a water duty of 6.0  
17 AF/acre/annum.

18           b.     The CWR lists the point of diversion for stockwatering and irrigation purposes,  
19 and the places of use for stockwatering purposes as located in the Southwest quarter of the  
20 Southeast quarter (SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>), Section 25, T11N, R16W, G&SRBM, Mohave County, Arizona.

21           c.     The Decision and Order dated January 2, 1987 lists the places of use for  
22 irrigation purposes as located in the Southeast quarter of the Southwest quarter (SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>), the  
23 South half of the Southeast quarter (S<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>), Northwest quarter of the Southeast quarter  
24 (NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>), the Northeast quarter of the Southwest quarter (NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>), the Southwest quarter  
25 of the Northeast quarter (SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>) and the Southeast quarter of the Northwest quarter  
26 (SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>) (60 acres), Section 25; and the North half (N<sup>1</sup>/<sub>2</sub>)(151 acres), Section 36, T11N,  
27  
28

1 R16W and the Northwest quarter of the Northwest quarter (NW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>) (24 acres), Section 31,  
2 T11N, R15W, G&SRBM, Mohave County, Arizona.

3  
4 36. The Planet Ranch Application to sever and transfer the water rights evidenced by  
5 CWR No. 4085 (Application No. A-4652) seeks to sever and transfer 1,248.9 AFA of surface  
6 water, which is based on a consumptive water use of 5.3 AF/acre/annum for 235 irrigation acres  
7 and 1,100,000 GPA of stockwatering uses, from Planet Ranch to the Bagdad Mine Complex for  
8 Mining Purposes and the Bagdad Townsite for municipal purposes by means of the Wikieup  
9 Wellfield Points of Diversion.

10 CWR No. 4086 (Application No. A-4678)

11 37. CWR No. 4086 (Application No. A-4678) was issued to AZ Ranch and Metals  
12 on November 9, 1983, and subsequently assigned to Scottsdale on May 20, 1985. On April 3,  
13 2014, this CWR was assigned first to Freeport and then to Byner.

14 a. This CWR evidences a surface water right with a priority date of August 27,  
15 1963 to use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
16 Williams River watershed, in the amount of 1,000,000 GPA for stockwatering purposes, and  
17 210 AFA for irrigation of 35 acres within Planet Ranch, based on a water duty of 6.0  
18 AF/acre/annum.

19 b. The CWR lists the point of diversion for stockwatering and irrigation purposes,  
20 and the place of use for stockwatering purposes, as located in the Southeast quarter of the  
21 Southeast quarter (SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>), Section 35, T11N, R16W, G&SRBM, La Paz County, Arizona.

22 c. The CWR lists the places of use for irrigation purposes as located in the West  
23 half of the Southwest quarter (W<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>) and the Northeast quarter of the Southwest quarter  
24 (NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>), Section 36, T11N, R16W, G&SRBM, La Paz County, Arizona.

25  
26 38. The Planet Ranch Application to sever and transfer the water rights evidenced by  
27 CWR No. 4086 (Application No. A-4678) seeks to sever and transfer 188.6 AFA of surface  
28 water, which is based on a consumptive water use of 5.3 AF/acre/annum for 35 irrigation acres

1 and 1,000,000 GPA of stockwatering uses, from Planet Ranch to the Bagdad Mine Complex for  
2 Mining Purposes and the Bagdad Townsite for municipal purposes by means of the Wikieup  
3 Wellfield Points of Diversion.

4 CWR No. 4087 (Application No. A-4913)

5  
6 39. CWR No. 4087 (Application No. A-4913) was issued to AZ Ranch and Metals  
7 on November 9, 1983, and subsequently assigned to Scottsdale on May 20, 1985. On April 3,  
8 2014, this CWR was assigned first to Freeport and then to Byner.

9 a. This CWR evidences a surface water right with a priority date of September 11,  
10 1970 to use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
11 Williams River watershed, in the amount of 1,380 AFA for irrigation of 230 acres within Planet  
12 Ranch, based on a water duty of 6.0 AF/acre/annum.

13 b. The CWR lists the points of diversion as located in the Southeast quarter of the  
14 Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ), Section 33 and the Southwest quarter of the Northwest quarter  
15 (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ), Section 34, T11N, R16W, G&SRBM, Mohave County, Arizona.

16 c. The CWR lists the places of use as located in South half of the Northeast quarter  
17 (S $\frac{1}{2}$ NE $\frac{1}{4}$ ), the North half of the North half of the Southeast quarter (N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ ) (115 acres),  
18 Section 33; the South half of the Northwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ) and the North half of the North  
19 half of the Southwest quarter (N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ ) (115 acres), Section 34; all in T11N, R16W,  
20 G&SRBM, Mohave County, Arizona.

21  
22 40. The Planet Ranch Application to sever and transfer the water rights evidenced by  
23 CWR No. 4087 (Application No. A-4913) seeks to sever and transfer 1,219 AFA of surface  
24 water, which is based on a consumptive water use of 5.3 AF/acre/annum for 230 irrigation  
25 acres, from Planet Ranch to the Bagdad Mine Complex for Mining Purposes and the Bagdad  
26 Townsite for municipal purposes by means of the Wikieup Wellfield Points of Diversion.

27 CWR No. 4154 (Application No. A-4626)

1           41.     CWR No. 4154 (Application No. A-4626) was issued to Scottsdale on December  
2 30, 1986. On April 3, 2014, this CWR was assigned first to Freeport and then to Byner.

3           a.     This CWR evidences a surface water right with a priority date of July 24, 1962 to  
4 use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
5 Williams River watershed, in the amount of 870 AFA for irrigation of 145 acres within Planet  
6 Ranch, based on a water duty of 6.0 AF/acre/annum.

7           b.     The CWR lists the points of diversion as located in the Northeast quarter of the  
8 Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ), Section 35, T11N, R16W, G&SRBM, Mohave County,  
9 Arizona.

10           c.     The CWR lists the places of use as located in the Northeast quarter (except the  
11 Northwest quarter of the Northeast quarter) (NE $\frac{1}{4}$ ), the East half of the Northwest quarter  
12 (E $\frac{1}{2}$ NW $\frac{1}{4}$ ), the East half of the Northeast quarter of the Northeast quarter of the Southwest  
13 quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ), and the North half of the North half of the Southeast quarter  
14 (N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ ), Section 35, T11N, R16W, G&SRBM, Mohave County, Arizona.

15           42.     The Planet Ranch Application to sever and transfer the water rights evidenced by  
16 CWR No. 4154 (Application No. A-4626) seeks to sever and transfer 768.5 AFA of surface  
17 water based on a consumptive water use of 5.3 AF/acre/annum for 145 irrigation acres from  
18 Planet Ranch to the Bagdad Mine Complex for Mining Purposes and the Bagdad Townsite for  
19 municipal purposes by means of the Wikieup Wellfield Points of Diversion.

20 CWR No. 28675 (Application No. 33-28675)

21           43.     CWR No. 28675 (Application No. 33-28675) was issued to Scottsdale on  
22 December 30, 1986. On April 3, 2014, this CWR was assigned first to Freeport and then to  
23 Byner.

24           a.     This CWR evidences a surface water right with a priority date of June 25, 1974  
25 to use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
26

1 Williams River watershed, in the amount of 1,140 AFA for irrigation of 190 acres within Planet  
2 Ranch, based on a water duty of 6.0 AF/acre/annum.

3 b. The CWR lists the points of diversion as located in the Southeast quarter of the  
4 Southeast quarter (SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>), Section 27, T11N, R16W, G&SRBM, Mohave County, Arizona.

5 c. The CWR lists the places of use as located in the Southwest quarter of the  
6 Southwest quarter (SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>) and the Southeast quarter of the Southwest quarter (SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>),  
7 Section 26; the Northeast quarter of the Northwest quarter (NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>), the Southeast quarter  
8 of the Northwest quarter (SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>), the West half of the Northwest quarter (W<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>), the  
9 Northeast quarter of the Southwest quarter (NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>), and the Northwest quarter of the  
10 Southwest quarter (NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>), Section 35; T11N, R16W, G&SRBM, Mohave County,  
11 Arizona.

12  
13 44. The Planet Ranch Application to sever and transfer the water rights evidenced by  
14 CWR No. 28675 (Application No. 33-28675) seeks to sever and transfer 1,007 AFA of surface  
15 water, which is based on a consumptive water use of 5.3 AF/acre/annum for 190 irrigation  
16 acres, from Planet Ranch to the Bagdad Mine Complex for Mining Purposes and the Bagdad  
17 Townsite for municipal purposes by means of the Wikieup Wellfield Points of Diversion.

18 **Lincoln Ranch Application**

19 45. The Lincoln Ranch Application proposes to sever and transfer a surface water  
20 right claimed under Statement of Claim of Right No. 36-64329 (“**Statement of Claim**”) from  
21 Lincoln Ranch to the Bagdad Mine Complex and the Bagdad Townsite. The Lincoln Ranch  
22 Application seeks to add legal authority for existing withdrawals of water from the Wikieup  
23 Wellfield Points of Diversion for current mining uses at the Bagdad Mine Complex and for  
24 future municipal uses at the Bagdad Townsite. The Lincoln Ranch Application does not seek to  
25 physically move water from its current place of use in the Bill Williams Watershed to the  
26 proposed new place of use, which is in a different sub-watershed of the Bill Williams  
27 Watershed.  
28

1           46.     The Lincoln Ranch Application requested a severance and transfer of a claimed  
2 water right appurtenant to 408 acres of land within Lincoln Ranch, which has been continuously  
3 and beneficially used for irrigation purposes. The total quantity of water sought to be severed  
4 and transferred to the Wikieup Wellfield was 2,325.6 AFA. The irrigation uses were quantified  
5 in the Lincoln Ranch Application based on a consumptive use of 5.7 AF/acre/annum for alfalfa  
6 grown at Lincoln Ranch.  
7

8           47.     Currently, the 408 acres of land that have been continuously and beneficially  
9 used are being irrigated by the wells listed in **Exhibit [add]** and depicted on **Exhibit [add]**,  
10 attached hereto and incorporated herein by reference (the “**Lincoln Ranch Wells**”). The  
11 Lincoln Ranch Wells are interconnected, and any combination thereof is currently used to  
12 irrigate lands within Lincoln Ranch.

13           48.     The Statement of Claim was filed by Lincoln Ranch LTD on May 10, 1978, and  
14 amended on June 14, 1978 to describe the point of diversion and places of use. The Statement  
15 of Claim was assigned to the LIRA Corporation on November 6, 1990, and subsequently  
16 assigned to Phelps Dodge on January 24, 1996. On April 3, 2014, this Statement of Claim was  
17 assigned first to Freeport and then to Byner.

18           a.     The Statement of Claim lists a priority date of “prior to 1905” to use water from  
19 the Bill Williams River, a tributary to the Colorado River within the Bill Williams River  
20 watershed, in the amount of 7,500 AFA for irrigation of 668 acres. The Statement of Claim  
21 includes evidence by affidavit that water had been put to beneficial use “since 1905” for  
22 domestic, stockwatering and irrigation purposes.  
23

24           b.     The Statement of Claim lists the points of diversion for irrigation purposes as  
25 located in the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ), Section 13, T11N, R14W,  
26 G&SRBM, La Paz County, Arizona.

27           c.     The Statement of Claim lists the places of use for irrigation purposes as located  
28 in the South half (S $\frac{1}{2}$ ), Sections 14 and 15; the North half of the Northeast quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ),

1 Section 22; and the North half (N½), Section 23; all in T10N, R14W, G&SRBM, La Paz  
2 County, Arizona.

3 49. The Amended Lincoln Ranch Application seeks to sever and transfer a portion  
4 of the Lincoln Ranch claimed water right in the amount of 1,181.7 AFA, appurtenant to  
5 207.32 acres, from the wells identified and depicted on **Exhibit [add]**, for current and future  
6 Mining Purposes at the Bagdad Mine Complex and for future municipal purposes at the  
7 Bagdad Townsite. The Amended Lincoln Ranch Application shall become effective upon the  
8 Enforceability Date. The remaining 1,143.9 AFA of the Lincoln Ranch claimed water right  
9 under the Statement of Claim are not included in the Amended Lincoln Ranch Application.  
10

11 **MSCP Applications**

12 50. The six MSCP Applications propose to sever and transfer water rights from  
13 certain property within Planet Ranch to the MSCP Lease Property, which is also located  
14 within Planet Ranch.

15 51. Upon the severance and transfer of the water rights, the MSCP Applications  
16 propose to divert water from the Bill Williams River, a tributary to the Colorado River within  
17 the Bill Williams River watershed by any combination of wells generally located in Sections  
18 25, 27 thru 29, 31 thru 35, T11N, R16W, G&SRBM, La Paz and Mohave Counties, Arizona  
19 (“**MSCP Points of Diversion**”). These wells are listed on **Exhibit [add]**, attached hereto and  
20 incorporated herein by reference. The location of these wells are depicted on **Exhibit [add]**,  
21 attached hereto and incorporated herein by reference. The MSCP Points of Diversion are  
22 interconnected and any combination thereof has been used to irrigate the MSCP Lease  
23 Property.  
24

25 52. The MSCP Points of Diversion withdraw surface water from the floodplain  
26 alluvium of, and are in hydraulic connection with, the Bill Williams River. The withdrawals  
27 from the MSCP Points of Diversion have a direct and appreciable effect on the Bill Williams  
28 River streamflow.

1           53.     The MSCP Applications request a severance and transfer of the water rights  
2 appurtenant to 923.5 acres of land within Planet Ranch. The total quantity of water sought to  
3 be severed and transferred is 5,549.2 AFA, which is based on the beneficial uses described in  
4 each of the six CWRs associated with the MSCP Applications. These beneficial uses include  
5 irrigation and/or stockwatering uses. In the MSCP Applications, a water duty of 6.0  
6 AF/acre/annum was used to quantify the irrigation uses based on the water duty included in  
7 each of the six CWRs associated with the MSCP Applications. Upon the severance and  
8 transfer of the surface water rights evidenced by the six CWRs described below, the type of  
9 water use will be changed to MSCP Purposes.  
10

11 CWR No. 3270 (Application No. A-4643)

12           54.     CWR No. 3270 (Application No. A-4643) was issued to AZ Ranch and Metals  
13 on July 3, 1968, and subsequently assigned to Scottsdale on May 20, 1985. On April 3, 2014,  
14 this CWR was assigned first to Freeport and then to Byner.

15           a.     This CWR evidences a surface water right with a priority date of March 5, 1963  
16 to use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
17 Williams River watershed, in the amount of 1,350,000 GPA for stockwatering and 660 AFA for  
18 irrigation of 110 acres within Planet Ranch, based on a water duty of 6.0 AF/acre/annum.

19           b.     The CWR lists the points of diversion for both stockwatering and irrigation  
20 purposes as located in the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ), Section 31,  
21 T11N, R16W, G&SRBM, La Paz County, Arizona.

22           c.     The CWR lists the places of use for irrigation purposes as located in the North  
23 half of the Northeast quarter of the Southeast quarter of the Northeast quarter  
24 (N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ ), the Northwest quarter of the Southeast quarter of the Northeast quarter  
25 (NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) (15 acres), the North half of the Southwest quarter of the Northeast quarter  
26 (N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ), the North half of the South half of the Northwest quarter (N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ ) (60  
27 acres), the Northeast quarter of the Northeast quarter of the Southwest quarter  
28



1 (NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>), the North half of the Southeast quarter of the Southwest quarter of the  
2 Northwest quarter (N<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>) (15 acres), the South half of the South half of the  
3 Northwest quarter of the Northwest quarter (S<sup>1</sup>/<sub>2</sub>S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>), the Northeast quarter of the  
4 Southeast quarter of the Southeast quarter (NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>) (20 acres), and for stockwatering  
5 purposes as located in the Southwest quarter of the Northeast quarter (SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>), all in Section  
6 31, T11N, R16W, G&SRBM, La Paz County, Arizona.  
7

8 55. The MSCP Application to sever and transfer the water rights evidenced by CWR  
9 No. 3270 (Application No. A-4643) seeks to sever and transfer 1,350,000 GPA of  
10 stockwatering uses and 660 AFA of irrigation uses from certain land within Planet Ranch to the  
11 MSCP Lease Property for MSCP Purposes by means of the MSCP Points of Diversion for a  
12 total of 664.1 AFA.

13 CWR No. 3281 (Application No. A-4644)

14 56. CWR No. 3281 (Application No. A-4644) was issued to AZ Ranch and Metals  
15 on July 5, 1968, the legal description of the irrigated lands was corrected on May 5, 1974, and  
16 the CWR was assigned to Scottsdale on May 20, 1985. The CWR was then reissued to  
17 Scottsdale pursuant to Decision and Order No. ST-88-001 dated December 30, 1991 to address  
18 a change in the place of use. On April 3, 2014, this CWR was assigned first to Freeport and  
19 then to Byner.

20 a. This CWR evidences a surface water right with a priority date of March 5, 1963  
21 to use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
22 Williams River watershed, in the amount of 1,350,000 GPA for stockwatering and 1,290 AFA  
23 for irrigation of 215 acres within Planet Ranch, based on a water duty of 6.0 AF/acre/annum.  
24

25 b. The CWR lists the points of diversion as located in the Southwest quarter of the  
26 Northeast quarter (SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>), and the Northwest quarter of the Northeast quarter (NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>),  
27 Section 32, T11N, R16W, G&SRBM, Mohave and La Paz Counties, Arizona.  
28

1 c. The CWR lists the places of use as located in the East half of the East half of the  
2 Southeast quarter of the Southeast quarter (E<sup>1</sup>/<sub>2</sub>E<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>), Section 20, the West half of the  
3 Southwest quarter (W<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>), the West half of the West half of the Northeast quarter of the  
4 Southwest quarter (W<sup>1</sup>/<sub>2</sub>W<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>), the West half of the East half of the Northwest quarter  
5 (W<sup>1</sup>/<sub>2</sub>E<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>), the East half of the West half of the Northwest quarter (E<sup>1</sup>/<sub>2</sub>W<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>), the East  
6 half of the West half of the West half of the Northwest quarter (E<sup>1</sup>/<sub>2</sub>W<sup>1</sup>/<sub>2</sub>W<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>), Section 21  
7 (122 acres); and the North half of the Southeast quarter (N<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>), the Southeast quarter of the  
8 Northeast quarter of the Southwest quarter (SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>), the East half of the Northeast  
9 quarter of the Northeast quarter of the Southwest quarter (E<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>) (93 acres),  
10 Section 32, T11N, R16W, G&SRBM, Mohave and La Paz Counties, Arizona.

12 57. The MSCP Application to sever and transfer the water rights evidenced by CWR  
13 No. 3281 (Application No. A-4644) seeks to sever and transfer 1,350,000 GPA of  
14 stockwatering uses and 1,290 AFA of irrigation uses from certain land within Planet Ranch to  
15 the MSCP Lease Property for MSCP Purposes by means of the MSCP Points of Diversion for a  
16 total of 1,294.1 AFA.

17 CWR No. 3903 (Application No. A-4939)

18 58. CWR No. 3903 (Application No. A-4939) was issued to AZ Ranch and Metals  
19 on January 25, 1981, and subsequently assigned to Scottsdale on May 20, 1985. On April 3,  
20 2014, this CWR was assigned first to Freeport and then to Byner.

21 a. This CWR evidences a surface water right with a priority date of June 3, 1971 to  
22 use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
23 Williams River watershed, in the amount of 960 AFA for irrigation of 160 acres, based on a  
24 water duty of 6.0 AF/acre/annum.

25 b. The CWR lists the point of diversion as located in the Northwest quarter of the  
26 Southwest quarter (NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>), Section 27, T11 N, R16W, G&SRBM, Mohave County,  
27 Arizona.  
28

1 c. The CWR lists the places of use as located in the South half of the Southeast  
2 quarter (S½SE¼) (80 acres), Section 28, and the North half of the Northwest quarter (N½NW¼)  
3 (80 acres), Section 34, T11N, R16W, G&SRBM, Mohave County, Arizona.  
4

5 59. The MSCP Application to sever and transfer the water rights evidenced by CWR  
6 No. 3903 (Application No. A-4939) seeks to sever and transfer 960 AFA of irrigation uses from  
7 certain land within Planet Ranch to the MSCP Lease Property for MSCP Purposes by means of  
8 the MSCP Points of Diversion.

9 CWR No. 28672 (Application No. 33-28672)

10 60. CWR No. 28672 (Application No. 33-28672) was issued to Scottsdale on  
11 December 30, 1986. On April 3, 2014, this CWR was assigned first to Freeport and then to  
12 Byner.

13 a. This CWR evidences a surface water right with a priority date of June 25, 1974  
14 to use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
15 Williams River watershed, in the amount of 471 AFA for irrigation of 78.5 acres within Planet  
16 Ranch, based on a water duty of 6.0 AF/acre/annum.

17 b. The CWR lists the point of diversion as located in the Southwest quarter of the  
18 Southeast quarter (SW¼SE¼), Section 27, T11N, R16W, G&SRBM, Mohave County, Arizona.

19 c. The CWR lists the places of use as located in the Southwest quarter of the  
20 Northeast quarter (SW¼NE¼), the Northeast quarter of the Northwest quarter (NE¼NW¼), the  
21 Southeast quarter of the Northwest quarter (SE¼NW¼), the Northeast quarter of the Southwest  
22 quarter (NE¼SW¼), and the Northwest quarter of the Southwest quarter (NW¼SW¼), Section  
23 27, T11N, R16W, G&SRBM, Mohave County, Arizona.  
24

25 61. The MSCP Application to sever and transfer the water rights evidenced by CWR  
26 No. 28672 (Application No. 33-28672) seeks to sever and transfer 471 AFA of irrigation uses  
27 from certain land within Planet Ranch to the MSCP Lease Property for MSCP Purposes by  
28 means of the MSCP Points of Diversion.

1 CWR No. 28673 (Application No. 33-28673)

2 62. CWR No. 28673 (Application No. 33-28673) was issued to Scottsdale on  
3 December 30, 1986. On April 3, 2014, this CWR was assigned first to Freeport and then to  
4 Byner.

5 a. This CWR evidences a surface water right with a priority date of June 25, 1974  
6 to use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
7 Williams River watershed, in the amount of 600 AFA for irrigation of 100 acres within Planet  
8 Ranch, based on a water duty of 6.0 AF/acre/annum.

9 b. The CWR lists the point of diversion as located in the Southwest quarter of the  
10 Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ), Section 27, T11N, R16W, G&SRBM, Mohave County, Arizona.

11 c. The CWR lists the places of use as in the Northwest quarter of the Northeast  
12 quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ), the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ), the Southeast  
13 quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ), the Northeast quarter of the Southeast quarter  
14 (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ), and the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ ), Section 28, T11N,  
15 R16W, G&SRBM, Mohave County, Arizona.

16 63. The MSCP Application to sever and transfer water rights evidenced by CWR  
17 No. 28673 (Application No. 33-28673) seeks to sever and transfer 600 AFA of irrigation uses  
18 from certain land within Planet Ranch to the MSCP Lease Property for MSCP Purposes by  
19 means of the MSCP Points of Diversion.  
20

21 CWR No. 28677 (Application No. 33-28677)

22 64. CWR No. 28677 (Application No. 33-28677) was issued to Scottsdale on  
23 December 30, 1986. On April 3, 2014, this CWR was assigned first to Freeport and then to  
24 Byner.

25 a. This CWR evidences a surface water right with a priority date of June 25, 1974  
26 to use water from the Bill Williams River, a tributary to the Colorado River within the Bill  
27

1 Williams River watershed, in the amount of 1,560 AFA for irrigation of 260 acres, based on a  
2 water duty of 6.0 AF/acre/annum.

3           b.       The CWR lists the point of diversion as located in the Southwest quarter of the  
4 Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ), Section 27, T11N, R16W, G&SRBM, Mohave County, Arizona.

5           c.       The CWR lists the places of use as located in the South half of the South half of  
6 the Southeast quarter (S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ ), Section 27; the Northeast quarter (NE $\frac{1}{4}$ ), and the North half  
7 of the Southeast quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ ), Section 34; all in T11N, R16W, G&SRBM, Mohave  
8 County, Arizona.  
9

10           65.     The MSCP Application to sever and transfer the water rights evidenced by CWR  
11 No. 28677 (Application No. 33-28677) seeks to sever and transfer 1,560 AFA of irrigation uses  
12 from certain land within Planet Ranch to the MSCP Lease Property for MSCP Purposes by  
13 means of the MSCP Points of Diversion.

14 **Objections to the Sever and Transfer Applications**

15           66.     On May 6, 2010, the Planet Ranch, Lincoln Ranch and MSCP Applications  
16 (collectively “**Sever and Transfer Applications**”) were deemed to be administratively  
17 complete. Legal notice of the Sever and Transfer Applications was published once a week for  
18 three consecutive weeks in the Kingman Daily Miner Newspaper commencing on August 13,  
19 2010 and ending on September 3, 2010, and the Parker Pioneer Newspaper commencing on  
20 August 18, 2010 and ending on September 8, 2010. The September 8, 2010 date commenced  
21 the 30-day objection period.  
22

23           67.     Objections to the Planet Ranch and Lincoln Ranch Applications were filed by the  
24 United States Department of the Interior, Bureau of Land Management (“BLM”) on September  
25 29, 2010; the United States Department of the Interior, Bureau of Indian Affairs (“BIA”) on  
26 September 30, 2010; the AGFD on October 1, 2010; and the United States Department of the  
27 Interior, Fish and Wildlife Service (“FWS”) on October 1, 2010 (collectively “**Objections**”).  
28 Pursuant to the terms of the Big Sandy River-Planet Ranch Agreement, BLM, BIA, AGFD and

1 FWS conditionally withdrew each of their Objections effective on the Enforceability Date.  
2 However, if the Enforceability Date does not occur by December 13, 2015, the conditional  
3 withdrawal of the Objections will be void and of no effect, and the Objections to the Planet  
4 Ranch and Lincoln Ranch Applications shall remain in full force and effect. The Department  
5 did not consider the merits of the Objections as part of its review of the Sever and Transfer  
6 Applications for purposes of this Conditional Decision and Order.  
7

8 68. On October 4, 2010, the Mohave County Board of Supervisors (“**Mohave**  
9 **County**”) filed an objection dated September 30, 2010 objecting to the Sever and Transfer  
10 Applications. By decision dated June 4, 2014, the Department denied Mohave County’s  
11 objection. [Add description of status at time D&O is issued.]

12 **CONCLUSIONS OF LAW**

13 1. The Sever and Transfer Applications, as amended, satisfy the requirements of  
14 A.R.S. § 45-172 and shall be granted on certain conditions as stated herein.

15 2. The Wikieup Wellfield Points of Diversion associated with the Planet Ranch and  
16 Lincoln Ranch Applications withdraw surface water from the Big Sandy River. The MSCP  
17 Points of Diversion associated with the MSCP Application withdraw surface water from the Bill  
18 Williams River.

19 3. The water rights sought to be severed and transferred were lawfully perfected  
20 under the laws of the State of Arizona and have not been forfeited or abandoned. Pursuant to  
21 A.R.S. § 45-189(E)(7)(a), the pendency of Scottsdale’s applications for a change in beneficial  
22 use described in Finding of Fact No. 16 is sufficient cause for Scottsdale’s non-use of water on  
23 Planet Ranch prior to December 14, 2011 when Scottsdale conveyed Planet Ranch to Freeport.  
24

25 4. Proper notices of the Sever and Transfer Applications were provided as required  
26 by A.R.S. § 45-172(7)(A).

27 5. Approval of the Sever and Transfer Applications as stated herein will not affect,  
28 infringe upon, or interfere with vested or existing water rights.

1           6.       On the Enforceability Date, Freeport Minerals, with the consent and approval of  
2 Byner, is entitled to sever and transfer from Planet Ranch to the Bagdad Mine Complex for  
3 current and future Mining Purposes, by means of the Wikieup Wellfield Points of Diversion, the  
4 water rights evidenced by the following CWRs: (a) CWR No. 3235 (Application No. A-4586)  
5 in the amount of 1,435.4 AFA, (b) CWR No. 3282e (Application No. A-4650) in the amount of  
6 1,010.3 AFA, (c) CWR No. 3826 (Application No. A-4675) in the amount of 852.4 AFA, (d)  
7 CWR No. 3829e (Application No. A-4902) in the amount of 132.5 AFA, (e) CWR No. 3830  
8 (Application No. A-4937) in the amount of 318 AFA, (f) CWR No. 4084 (Application No. A-  
9 4625) in the amount of 692.7 AFA, (g) CWR No. 4085 (Application No. A-4652) in the amount  
10 of 1,248.9 AFA, (h) CWR No. 4086 (Application No. A-4678) in the amount of 188.6 AFA, (i)  
11 CWR No. 4087 (Application No. A-4913) in the amount of 1,219 AFA, (j) CWR No. 4154  
12 (Application No. A-4626) in the amount of 768.5 AFA, and (k) CWR No. 28675 (Application  
13 No. 33-28675) in the amount of 1,007 AFA. The total amount approved for severance and  
14 transfer from 1,670 acres is 8,873.3 AFA based on the quantification of irrigation and  
15 stockwatering uses. The irrigation uses were quantified based on a consumptive use of  
16 5.3AF/acre/annum, which the Department finds to be a reasonable basis for quantification  
17 purposes.  
18

19           7.       On the Enforceability Date, Freeport Minerals is entitled to sever and transfer a  
20 portion of the water right evidenced by the Statement of Claim from certain lands within  
21 Lincoln Ranch to the Bagdad Mine Complex for current and future Mining Purposes by means  
22 of the Wikieup Wellfield Points of Diversion. The total amount approved for severance and  
23 transfer from 207.32 acres is 1,181.7 AFA based on a consumptive use of 5.7AF/acre/annum,  
24 which the Department finds to be a reasonable basis for quantification purposes. The  
25 Department will amend its records to reflect the severance and transfer of that portion of the  
26 claimed water right consistent with the Findings of Fact herein. The priority date for the water  
27 right being severed and transferred, and claimed by the Statement of Claim, is December 31,  
28

1 1905 based on the date of first beneficial use. *See Parker v McIntyre*, 47 Ariz. 484, 56 P.2d  
2 1337 (1936). The remaining 1,143.9 AFA of the water rights claimed under the Statement of  
3 Claim are not included in the Amended Lincoln Ranch Application and are not included in this  
4 Conditional Decision and Order.

5  
6 8. On the Enforceability Date, Freeport Minerals, through Byner, is entitled to sever  
7 and transfer from certain lands within Planet Ranch to the MSCP Lease Property for MSCP  
8 purposes, by means of the MSCP Points of Diversion, the water rights evidenced by the  
9 following CWRs: (a) CWR No. 3270 (Application No. A-4643) in the amount of 664.1 AFA,  
10 (b) CWR No. 3281 (Application No. A-4644) in the amount of 1,294.1 AFA, (c) CWR No.  
11 3903 (Application no. A-4939) in the amount of 960 AFA, (d) CWR No. 28672 (Application  
12 No. 33-28672) in the amount of 471 AFA, (e) CWR No. 28673 (Application No. 33-28673) in  
13 the amount of 600 AFA, and (f) CWR No. 28677 (Application No. 33-28677) in the amount of  
14 1,560 AFA. The total amount approved for severance and transfer from 923.5 acres is 5,549.2  
15 AFA based on the quantification of irrigation and stockwatering uses. The irrigation uses were  
16 quantified based on a consumptive use of 6.0AF/acre/annum, which was stated in the CWRs.

17  
18 9. On the Enforceability Date, or upon the date that the Director determines that  
19 satisfactory evidence has been provided of completion of construction of the infrastructure to  
20 deliver water to the Bagdad Townsite and demonstration that water can be put to beneficial use  
21 for municipal purposes at the Bagdad Townsite, whichever is later, Freeport Minerals will be  
22 entitled to use the water rights severed and transferred under the Planet Ranch and Lincoln  
23 Ranch Applications for municipal purposes at the Bagdad Townsite.

24  
25 10. The Director has authority to enter the Conditional Order set forth below  
26 pursuant to A.R.S. §§ 45-163, -164 and -172. The Director has continuing jurisdiction of this  
27 matter under A.R.S. § 45-172.

28  
11. Except as provided in paragraph 13 of these Conclusions of Law, if the  
Enforceability Date does not occur by December 13, 2015, this Conditional Decision and Order



1 shall be null and void, Freeport's Amended Lincoln Ranch Application shall be null and void,  
2 Freeport's Planet Ranch Applications and Lincoln Ranch Application shall remain in full force  
3 and effect, the conditional withdrawals of the Objections shall be null and void and of no effect,  
4 and the United States' and AGFC's conditionally withdrawn Objections shall remain in full  
5 force and effect.  
6

7 **CONDITIONAL ORDER**

8 In conformance with the Findings of Fact and Conclusions of Law stated herein, **IT**  
9 **IS HEREBY ORDERED** that:

10 1. The Planet Ranch Applications and the Amended Lincoln Ranch Application  
11 are hereby approved and effective for current and future Mining Purposes at the Bagdad Mine  
12 Complex on the Enforceability Date.

13 2. The Planet Ranch Applications and the Amended Lincoln Ranch Application  
14 are hereby approved and effective for municipal purposes at the Bagdad Townsite on either the  
15 Enforceability Date, or the date upon which the Director determines that satisfactory evidence  
16 has been provided that construction of the infrastructure to deliver water to the Bagdad  
17 Townsite has been completed and water is required for municipal purposes at the Bagdad  
18 Townsite, whichever is later.

19 3. The remaining 1,143.9 AFA of the Lincoln Ranch claimed water right are not  
20 included in the Amended Lincoln Ranch Application, and the existing Objections filed by the  
21 BLM, FWS, BIA and AGFC applicable to this 1,143.9 AFA of the Lincoln Ranch claimed  
22 water right shall become moot as of the Enforceability Date of the Big Sandy River-Planet  
23 Ranch Agreement.  
24

25 4. The MSCP Applications are hereby approved and effective for MSCP Purposes  
26 at the MSCP Lease Property on the Enforceability Date.

27 5. Notwithstanding Paragraphs 1 through 4 of this Order, the lessees under the  
28 Planet Ranch Agricultural Lease and the Lincoln Ranch Agricultural Lease shall be allowed to

1 continue to apply irrigation water on the leased portions of Planet Ranch and Lincoln Ranch  
2 until the completion of any Crop Cycle that is in progress on the Enforceability Date. To allow  
3 for the completion of such Crop Cycles on portions of Planet Ranch that are retained by  
4 Freeport Minerals, the water rights required for such continued irrigation shall be deemed to be  
5 severed and transferred pursuant to this Conditional Decision and Order as of December 1<sup>st</sup> of  
6 the year in which the Enforceability Date occurs.  
7

8           6.       Upon the Director's receipt of notice that the Enforceability Date has occurred,  
9 the Department shall provide the following documentation to Freeport Minerals evidencing the  
10 sever and transfer of water rights under the Planet Ranch Applications from Planet Ranch to the  
11 Bagdad Mine Complex for current and future Mining Purposes by means of the Wikieup  
12 Wellfield Points of Diversion, as described in the following exhibits that are attached hereto and  
13 incorporated herein by reference:

14                   a.       Revised CWR No. 3235 (Application No. A-4586) issued to Freeport  
15 Minerals in the amount of 1,435.4 AFA of surface water diverted from the Big Sandy River, as  
16 set forth in **Exhibit [add]**.

17                   b.       Revised CWR No. 3282e (Application No. A-4650) issued to Freeport  
18 Minerals in the amount of 1,010.3 AFA of surface water diverted from the Big Sandy River, as  
19 set forth in **Exhibit [add]**.

20                   c.       Revised CWR No. 3826 (Application No. A-4675) issued to Freeport  
21 Minerals in the amount of 852.4 AFA of surface water diverted from the Big Sandy River, as  
22 set forth in **Exhibit [add]**.

23                   d.       Revised CWR No. 3829e (Application No. A-4902) issued to Freeport  
24 Minerals in the amount of 132.5 AFA of surface water diverted from the Big Sandy River, as  
25 set forth in **Exhibit [add]**.  
26  
27  
28

1 e. Revised CWR No. 3830 (Application No. A-4937) issued to Freeport  
2 Minerals in the amount of 318 AFA of water surface diverted from the Big Sandy River, as set  
3 forth in **Exhibit [add]**.

4 f. Revised CWR No. 4084 (Application No. A-4625) issued to Freeport  
5 Minerals in the amount of 692.7 AFA of surface water diverted from the Big Sandy River, as  
6 set forth in **Exhibit [add]**.

7 g. Revised CWR No. 4085 (Application No. A-4652) issued to Freeport  
8 Minerals in the amount of 1,248.9 AFA of surface water diverted from the Big Sandy River, as  
9 set forth in **Exhibit [add]**.

10 h. Revised CWR No. 4086 (Application No. A-4678) issued to Freeport  
11 Minerals in the amount of 188.6 AFA of surface water diverted from the Big Sandy River, as  
12 set forth in **Exhibit [add]**.

13 i. Revised CWR No. 4087 (Application No. A-4913) issued to Freeport  
14 Minerals in the amount of 1,219 AFA of surface water diverted from the Big Sandy River, as  
15 set forth in **Exhibit [add]**.

16 j. Revised CWR No. 4154 (Application No. A-4626) issued to Freeport  
17 Minerals in the amount of 768.5 AFA of surface water diverted from the Big Sandy River, as  
18 set forth in **Exhibit [add]**.

19 k. Revised CWR No. 28675 (Application No. 33-28675) issued to Freeport  
20 Minerals in the amount of 1,007 AFA of surface water diverted from the Big Sandy River, as  
21 set forth in **Exhibit [add]**.

22  
23  
24 7. Upon the Director's receipt of notice that the Enforceability Date has occurred,  
25 or the receipt of evidence satisfactory to the Director that construction of the infrastructure to  
26 deliver water to the Bagdad Townsite has been completed and water is required for municipal  
27 purposes at the Bagdad Townsite, whichever is later, the Director shall amend the Revised  
28

1 CWRs described in paragraph 6 herein and reissue those CWRs to include municipal purposes  
2 at the Bagdad Townsite.

3 8. Upon the Director's receipt of notice that the Enforceability Date has occurred,  
4 the Department shall amend the Department's records to reflect the severance and transfer of a  
5 portion of the water right under the Statement of Claim for the Amended Lincoln Ranch  
6 Application in the amount of 1,181.7 AFA from Lincoln Ranch to the Bagdad Mine Complex  
7 for current and future Mining Purposes by water diverted from the Big Sandy River by the  
8 Wikieup Wellfield Points of Diversion.  
9

10 9. Upon the Director's receipt of notice that the Enforceability Date of the Big  
11 Sandy River-Planet Ranch Agreement has occurred, or the receipt of evidence satisfactory to  
12 the Director that construction of the infrastructure to deliver water to the Bagdad Townsite has  
13 been completed and water is required for municipal purposes at the Bagdad Townsite,  
14 whichever is later, the Statement of Claim will be amended to include municipal purposes at the  
15 Bagdad Townsite.

16 10. Upon receipt of notice that the Enforceability Date has occurred, the Department  
17 shall provide the following documentation to AGFC and Byner evidencing the severance and  
18 transfer of water rights under the MSCP Applications from certain land within Planet Ranch to  
19 the MSCP Lease Property for MSCP purposes, by means of the MSCP Points of Diversion, as  
20 described in the following exhibits that are attached hereto and incorporated herein by  
21 reference:  
22

23 a. Revised CWR No. 3270 (Application No. A-4643) issued to AGFC in the  
24 amount of AFA 664.1 of surface water diverted from the Bill Williams River as set forth in  
25 **Exhibit [add].**

26 b. Revised CWR No. 3281 (Application No. A-4644) issued to AGFC in the  
27 amount of 1,294.1 AFA of surface water diverted from the Bill Williams River as set forth in  
28 **Exhibit [add].**

1 c. Revised CWR No. 3903 (Application No. A-4939) issued to AGFC in the  
2 amount of 960 AFA of surface water diverted from the Bill Williams River as set forth in  
3 **Exhibit [add].**

4 d. Revised CWR No. 28672 (Application No. 33-28672) issued to AGFC in  
5 the amount of 471 AFA of surface water diverted from the Bill Williams River as set forth in  
6 **Exhibit [add].**

7 e. Revised CWR No. 28673 (Application No. 33-28673) issued to AGFC in  
8 the amount of 600 AFA of surface water diverted from the Bill Williams River as set forth in  
9 **Exhibit [add].**

10 f. Revised CWR No. 28677 (Application No. 33-28677) issued to AGFC in  
11 the amount of 1,560 AFA of surface water diverted from the Bill Williams River as set forth in  
12 **Exhibit [add].**

13 11. The Wikieup Wellfield Points of Diversion and the MSCP Points of Diversion  
14 shall be new points of diversion upon approval of the Sever and Transfer Applications on the  
15 conditions stated herein, and shall not be changed without the prior written approval of the  
16 Director.

17 12. This Conditional Decision and Order does not adjudicate or validate any water  
18 rights.

19 13. This Conditional Decision and Order constitutes a final administrative decision  
20 by the Department regarding all matters addressed herein. Pursuant to the Big Sandy River-  
21 Planet Ranch Agreement, Freeport Minerals, Byner, AGFC on behalf of the AGFD, and the  
22 United States on behalf of BLM, BIA, and FWS, have waived any right to seek administrative  
23 or judicial review of this Conditional Decision and Order.

24 14. Except as provided in paragraph 13(b) of this Order, if the Enforceability Date  
25 does not occur by December 13, 2015, (a) this Conditional Decision and Order shall be null and  
26 void; (b) the Amended Lincoln Ranch Application shall be null and void; (c) the Planet Ranch  
27  
28

1 Applications and the Lincoln Ranch Application shall remain in full force and effect; (d) the  
2 conditional withdrawal of Objections shall be null and void; and (e) the United States' and  
3 AGFD's conditionally withdrawn Objections shall remain in full force and effect.  
4

5 **DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

6  
7 ARIZONA DEPARTMENT OF WATER RESOURCES

8  
9  
10 \_\_\_\_\_  
11 Michael J. Lacey  
12 Director

13 A copy of the foregoing was  
14 sent by certified mail this \_\_  
15 day of \_\_\_\_\_, 20\_\_ to:

16 Freeport Minerals Corporation  
17 333 North Central Avenue  
18 Phoenix, Arizona 85004  
19 Attn: Vice President Land and Water Department

Certified Mail No. \_\_\_\_\_

20 Freeport Minerals Corporation  
21 333 North Central Avenue  
22 Phoenix, Arizona 85004  
23 Attn: Senior Counsel-Water, Legal Department

24 Byner Cattle Company  
25 [add]

Certified Mail No. \_\_\_\_\_

26 U.S. Department of the Interior  
27 [add]

Certified Mail No. \_\_\_\_\_

28 [BLM]

Certified Mail No. \_\_\_\_\_

[BIA]

Certified Mail No. \_\_\_\_\_

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[FWS]

Certified Mail No. \_\_\_\_\_

[BOR]

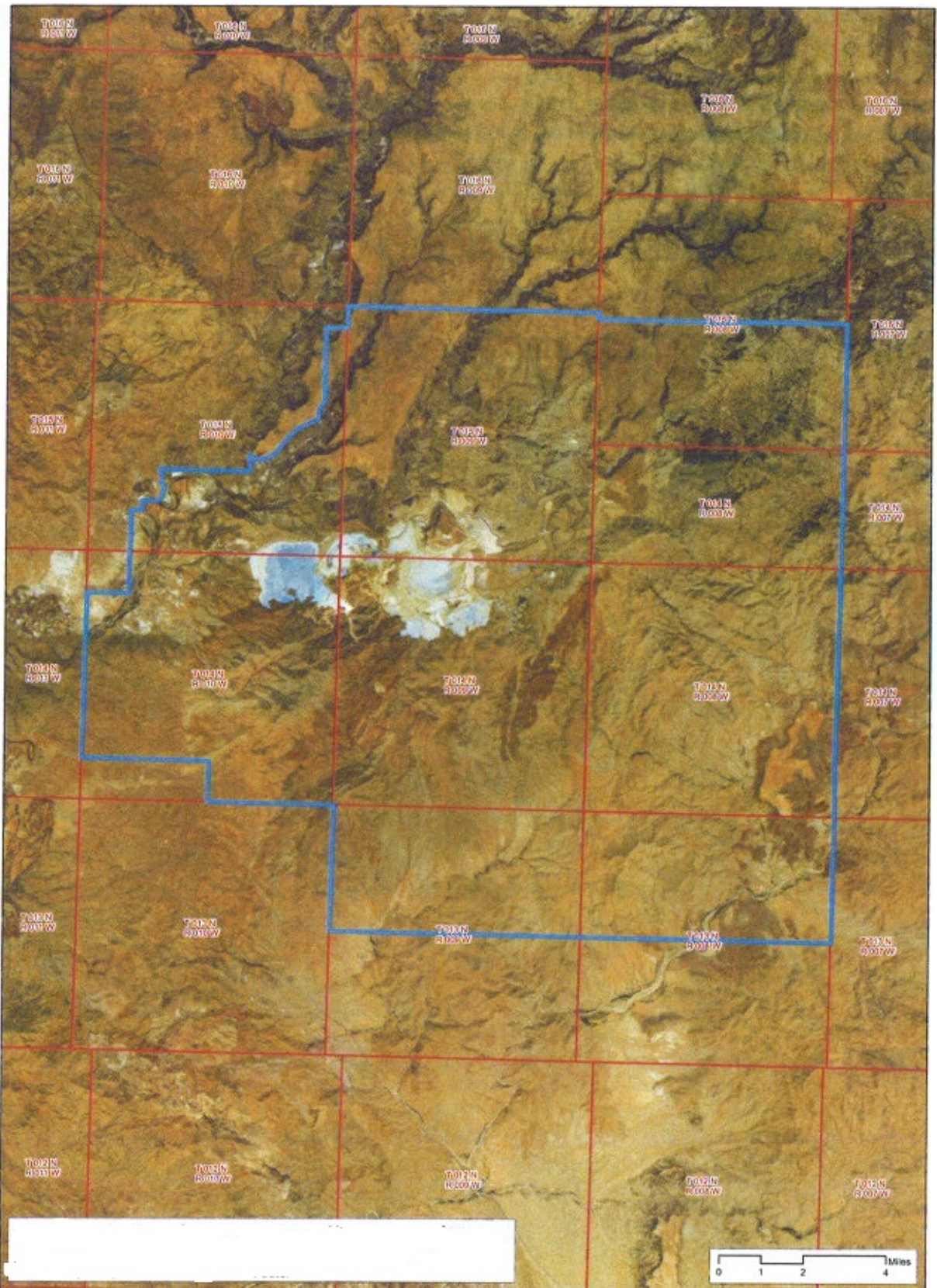
Certified Mail No. \_\_\_\_\_

[AGFC]

Certified Mail No. \_\_\_\_\_

\_\_\_\_\_  
By

Legislative Draft





**Exhibit - 2.9 : Map of Bagdad Mine Complex and Bagdad Townsite**

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

File: \\GIS\_Projects\Projects\Planet\_Ranch\_Corp\_Production\_20100225\Map Documents\Map of Bagdad Mine Complex and Townsite - Exhibit 2.9.mxd

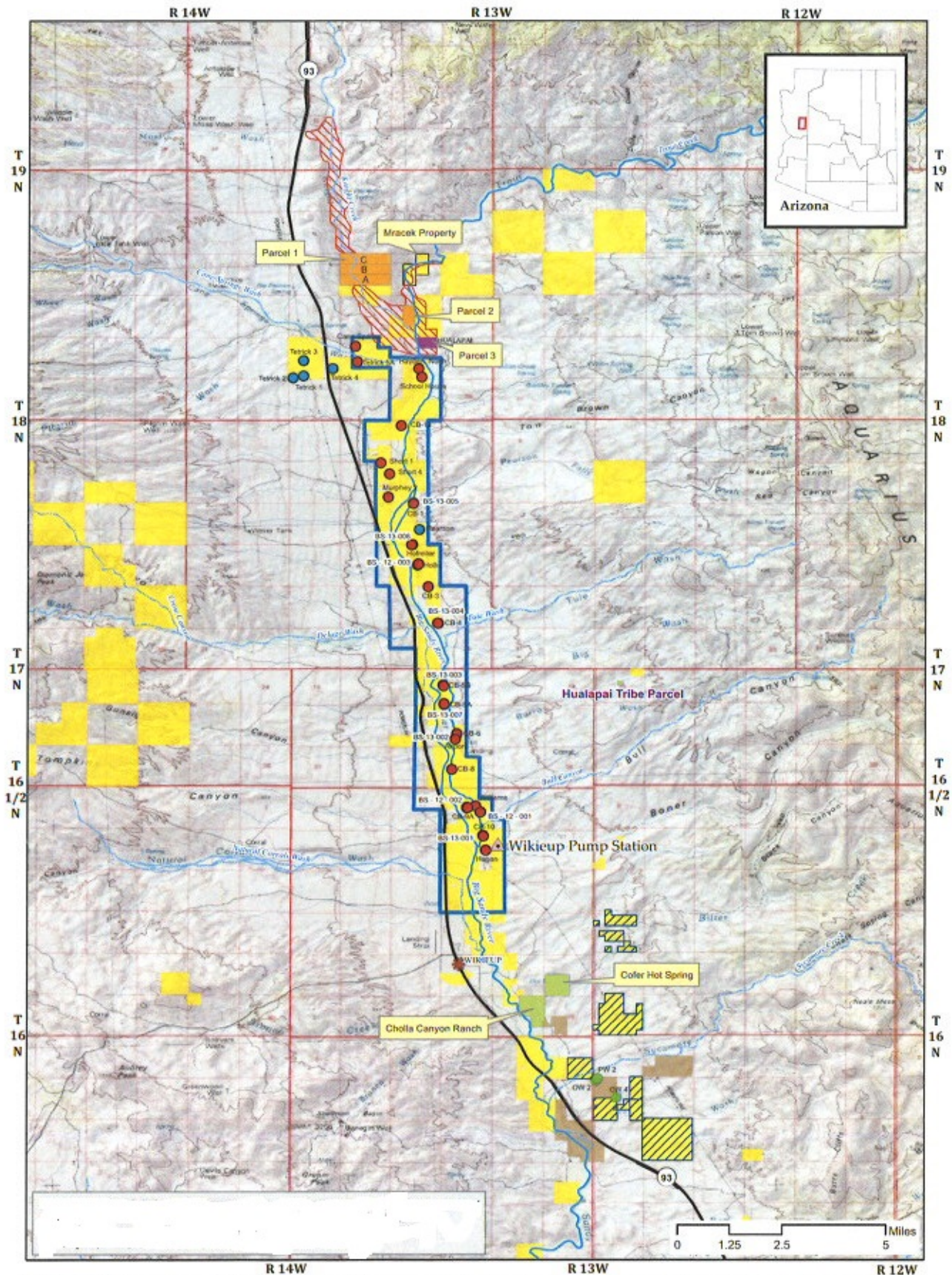
**Legend**

-  Bagdad Mine Complex and Townsite
-  PLSS Township Range Lines



Arizona





**FREEPORT-McMORAN  
COPPER & GOLD**

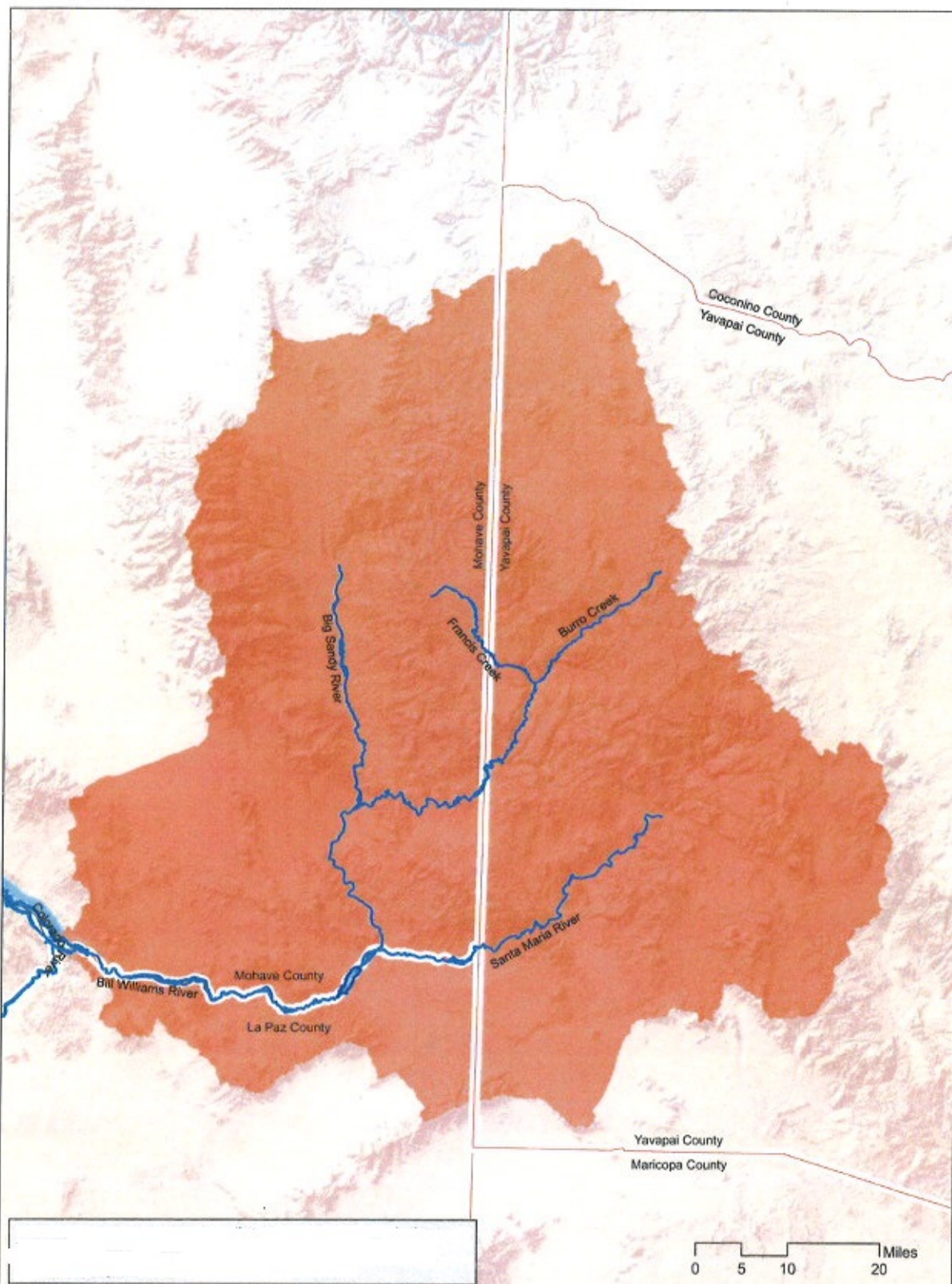
**Exhibit - 2.10 : Wikieup Wellfield Area,  
Big Sandy Basin**

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

File : \\GIS\_Projects\Projects\Planet\_Ranch\_Crop\_Production\_2010225\  
Map Documents\Wikieup Wellfield Area - Exhibit 2.10.mxd

Wikieup Wellfield Points of Diversion	Freepoint Banegas Ranch Parcels
Freepoint 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
Freepoint Parcels	Hualapai Tribe Fee Land

N  
S  
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W








**FREEMPORT-McMORAN  
COPPER & GOLD**

**Exhibit : 2.12  
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**

## REAL PROPERTY TRANSFER AND DONATION AGREEMENT

THIS REAL PROPERTY TRANSFER AND DONATION AGREEMENT (“**Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between **Freeport Minerals Corporation**, a Delaware corporation and its wholly owned subsidiary (“**FMC**”), Byner Cattle Company, a Nevada corporation (“**Byner**”) (FMC and Byner are, individually and collectively, referred to herein as “**Freeport**”), and **the Arizona Game and Fish Commission**, an agency of the State of Arizona (“**AGFC**”). Freeport and AGFC are sometimes referred to herein collectively as the “**Parties**,” and individually as a “**Party**.”

### RECITALS

A. Freeport, through its wholly owned subsidiary, Byner, is the owner of certain real property generally known as Planet Ranch, more particularly described on **Exhibit A**.

B. Freeport, through Byner, has agreed pursuant to that certain Big Sandy River-Planet Ranch Water Rights Settlement Agreement entered into among the United States Department of the Interior (“**DOI**”), the Hualapai Tribe (the “**Tribe**”), the United States as trustee for the Tribe, its members and Allottees, AGFC on behalf of the Arizona Game and Fish Department, the Arizona Department of Water Resources (“**ADWR**”), and Freeport Minerals Corporation (“**Big Sandy River-Planet Ranch Agreement**”) to enter into a Real Property Lease (the “**Lease**”) with the **United States Department of the Interior, Bureau of Reclamation, Lower Colorado Region** (“**Reclamation**”), pursuant to which certain real property described in **Exhibit B** hereto (the “**Leased Property**”) and certain certificated surface water rights (the “**Leased Surface Water Rights**”), described in **Exhibit C** hereto, will be leased to Reclamation under a fifty (50) year lease for purposes of the Lower Colorado River Multi-Species Conservation Program (“**LCR MSCP**”). The Leased Property and the Leased Surface Water Rights are sometimes collectively referred to herein as the “**Leased Premises**.” Byner’s fee interest in the Leased Premises (including, without limitation, any reversionary interest Byner may have in the Leased Premises) is referred to as the “**Donation Property**.”

C. Pursuant to the Big Sandy River-Planet Ranch Agreement, Freeport has agreed to donate the Donation Property to AGFC, subject to the Lease, and the State of Arizona acting on behalf of AGFC has agreed to accept the donation of the Donation Property. Reclamation has agreed that AGFC would be an appropriate governmental entity to accept the donation of the Donation Property subject to the Lease.

D. A material inducement for Byner to enter into the Lease and to donate the Leased Premises to AGFC is AGFC’s execution and delivery of the Big Sandy River-Planet Ranch Agreement and support for that certain Bill Williams River Watershed Water Rights Settlement Agreement Among the Hualapai Tribe, the United States as Trustee for the Tribe, its Members and Allottees, and Freeport Minerals Corporation (the “**Hualapai BWR Agreement**”). The Hualapai BWR Agreement and the Big Sandy River-Planet Ranch Agreement are sometimes individually and collectively referred to herein as the “**Water Agreements**”).

E. As a condition to entering into this Agreement, Freeport wishes to receive assurance, and AGFC agrees to assure, that any person using the Leased Premises will abide by

the terms and conditions of the Big Sandy River-Planet Ranch Agreement, whether or not such person is a party thereto.

F. Reclamation has agreed, pursuant to the Big Sandy River-Planet Ranch Agreement, to consent to the assignment of the Lease to AGFC and the release of Byner as Lessor under the Lease by executing the Lease Assignment (as defined below) as provided in this Agreement.

G. AGFC is authorized to accept the Donation Property in accordance with A.R.S. § 17-241.

NOW, THEREFORE, in consideration of the mutual covenants set forth above, Freeport and AGFC, intending to be legally bound, and Reclamation, to the extent applicable hereunder, agree as follows:

### AGREEMENT

1. Incorporation of Recitals. The Recitals stated above are true and correct and are incorporated herein by this reference.

2. Transfer of Ownership.

(a) Transfer. Subject to the terms and conditions of this Agreement, Freeport, through Byner, agrees to convey fee simple absolute ownership of the Donation Property to AGFC on the Closing Date (described in Section 2(c) hereof), and AGFC agrees to accept fee simple absolute ownership of the Donation Property on the Closing Date, subject to all terms and conditions of the Lease and this Agreement. In accordance with the terms and conditions of this Agreement, on the Closing Date, Byner shall convey fee simple title to the Donation Property to AGFC by special warranty deed, substantially in the same form as **Exhibit D** attached hereto (the “**Deed**”) free and clear of all liens, encumbrances, easements, restrictions, conditions, defects and burdens except for the permitted exceptions listed on **Exhibit 2** to the Deed and any additional exceptions AGFC approves (the “**Permitted Exceptions**”), together with Freeport’s interest in the Leased Surface Water Rights, but in no event other surface water rights. Title shall be conveyed to AGFC in the name of the State of Arizona. Freeport shall execute all documents or instruments as may be necessary to assist AGFC in effecting the transfer of the Leased Surface Water Rights administratively on the records of the Arizona Department of Water Resources.

(b) Assumption of Lease. On the Closing Date, Freeport, through Byner, shall assign the Lease to AGFC and AGFC shall assume, and hereby agrees to assume and perform, all of Byner’s obligations as Lessor under the Lease pursuant to an Assignment, Assumption and Release Agreement attached hereto as **Exhibit F** (the “**Lease Assignment**”). Byner and AGFC shall execute and deliver three counterpart originals of the Lease Assignment and deliver the same to the Escrow Agent (as defined in Section 2(c) hereof). Pursuant to the Big Sandy River-Planet Ranch Agreement, Reclamation shall execute and deliver to Escrow Agent three counterpart originals of the Lease Assignment solely for the purpose of (i) consenting to the assignment of the Lease to AGFC; and (ii) releasing Byner from any further obligations to Reclamation under the Lease from and after the “Effective Date” of the Lease

Assignment. Byner shall provide AGFC with copies of the executed Lease and all amendments or addenda thereto. Freeport agrees that there are no oral or other terms or agreements with Reclamation except as expressly set forth in the Lease and the exhibits thereto. The Lease shall not be amended or terminated prior to Closing without AGFC's prior written consent.

(c) Closing and Closing Costs; and Escrow Agreement. Following and conditioned on the occurrence of the Submittal Date, as hereinafter defined, the Parties shall within twenty (20) business days thereafter:

(1) Execute, acknowledge as required, and deposit with the Escrow Agent described in Section 2(c) below (i) the Deed, (ii) the Lease, (iii) a memorandum of the Lease as described in the Lease (the "**Memorandum of Lease**"), (iv) the Freeport Easement Agreement, (v) the AGFC Easement Agreement, (vi) the Lease Assignment (each in the forms described in this Agreement), and (vii) any other documents or instruments contemplated by this Agreement.

(2) Except for any Freeport and Reclamation attorneys' fees, AGFC shall pay and deposit with the Escrow Agent all costs and expenses associated with the Closing, including, without limitation, costs and expenses for any title report, environmental assessment reports which AGFC may request, AGFC's share of the escrow fees as specified in the Escrow Agreement, any policy of title insurance or endorsement thereto required by AGFC, and any recording fees. AGFC shall additionally deposit in Escrow on or before the Closing Date any additional amounts determined to be due by Escrow Agent for such items if there are changes in costs for same between the Submittal Date and the Closing Date.

(3) The escrow agent for the transactions contemplated by this Agreement shall be First American Title and Trust Company, whose address is 2425 E Camelback Road, Ste 300, Phoenix, Arizona 85016, Attention: Neil Moffett (the "**Escrow Agent**"), unless the Parties mutually agree otherwise. The Escrow Agent is authorized and directed to record in the records of Mohave County, Arizona and La Paz County, Arizona on the Closing Date (as hereinafter defined), in the order listed, the following documents: (i) the Memorandum of Lease, (ii) the Deed, (iii) the Freeport Easement Agreement, (iv) the AGFC Easement Agreement, and (v) the Memorandum of Lease Assignment. Copies of the recorded documents shall be provided to each of the Parties. Escrow Agent shall assemble and distribute the original counterparts of the Lease and Lease Assignment to the Parties and shall provide Reclamation with an original counterpart of the Lease Assignment and a copy of the recorded Lease Assignment and a copy of the Lease.

(4) The term "**Submittal Date**" means the date on which the Arizona Department of Water Resources ("**ADWR**") issues its Conditional Decision and Order as required by Section 4.2.1 of the Big Sandy River-Planet Ranch Agreement.

(5) The term "**Enforceability Date**" means the "Enforceability Date" as defined in Big Sandy River-Planet Ranch Agreement.

(6) The term “**Closing Date**” means the date on which the Closing of the transactions contemplated by this Agreement shall occur. As provided in Section 5.0 of the Big Sandy River-Planet Ranch Agreement, the Closing Date shall occur on the Enforceability Date. The “**Closing**” of the transactions contemplated by this Agreement shall occur at such time as all conditions for Closing have been satisfied or waived as specified in the Escrow Agreement.

(d) Tax Prorations. Real property taxes and assessments on the Donation Property shall be prorated, based upon a calendar year (January 1 to December 31), as of the Closing. If any portion of the Donation Property is not separately assessed, real property taxes and assessments with respect to such portion of the Donation Property shall be prorated as of the date of the Closing based on the whole and fractional acreage of such portion relative to the whole and fractional acreage of all other real property that is assessed with such portion. If any of the prorations set forth in this Section 2(d) cannot be reasonably calculated as of the Closing, then the amounts shall be calculated within thirty (30) days after the Closing, or as soon as sufficient information is available to permit the Parties to accurately calculate such proration(s).

(e) No Proration of Rent. AGFC acknowledges and agrees that Reclamation shall pay all rent due under the Lease on the “Commencement Date” as described therein. Byner’s conveyance of the Donation Property and assignment of the Lease, and AGFC’s assumption of the Lease, shall not entitle AGFC to any proration of the rent paid on the Lease, and Freeport shall be entitled to retain the entire rent paid for the Leased Premises.

(f) Inspection/Due Diligence.

(1) Freeport has delivered to AGFC copies of the items described on the attached **Exhibit G**, and AGFC acknowledges receipt of these items, including, without limitation, the Affidavit of Disclosure required by A.R.S. § 33-422, a copy of which is attached as **Exhibit G-1**. AGFC hereby agrees that Freeport has made no representations or warranties whatsoever regarding items 1 through 6 described on **Exhibit G**, including without limitation, the accuracy or completeness of such items. AGFC acknowledges that any records, information, agreements, documents or any other materials listed or described on **Exhibit G** have been furnished to AGFC on the express condition that AGFC independently verifies the accuracy and completeness of the information presented or contained therein. AGFC agrees not to assert any claim for liability or damages against Freeport for, or as a result of, Freeport’s having furnished the items described in **Exhibit G** or due to the incorrectness or inaccuracy of the information presented or contained therein. The provisions of this Section 2(f)(1) shall survive the Closing.

(2) AGFC has physically inspected the Donation Property and has received both a title report and survey of the Donation Property, as well as Phase I, II and III Environmental Site Assessments for Planet Ranch, which includes the Donation Property, and an updated Phase I Environmental Site Assessment applicable only to the Donation Property, and the items described in **Exhibit G**. Between the Effective Date of this Agreement and June 1, 2015 (the “**Inspection Period**”), AGFC shall have the right to inspect the Donation Property for access, easements, encumbrances, availability of

water and utilities, the physical and environmental condition, assessments and improvement liens and any restrictions or other matters concerning the Donation Property. AGFC and its contractors or consultants shall have the right to go upon the Donation Property at reasonable times for the purpose of inspecting each and every part thereof and to make investigations as AGFC deems appropriate, including but not limited to surveys, soil tests, engineering studies and environmental tests. Before conducting any investigations, AGFC shall give Freeport at least 48 hours written notice, and shall coordinate the date and time of such testing to enable Freeport's consultants to be present to take duplicate samples and record the methods used by AGFC's consultants.

AGFC shall not permit any lien of any type and attributable to AGFC to be placed against the Donation Property or any portion thereof before Closing. If any such lien is placed against the Property before Closing, AGFC shall cause the same to be released from the record within ten days after notice from Freeport. If AGFC fails to remove the lien within the 10-day period, AGFC shall pay the amount due on the lien. AGFC shall reimburse Freeport for all costs (including attorneys' fees) incurred in the removal of the lien immediately upon receipt of written demand from Freeport accompanied by reasonable evidence of such costs and fees, provided AGFC has funds appropriated and available for such costs and fees.

AGFC agrees to repair any damages to the Donation Property resulting from any activities of AGFC or its contractors or consultants on the Donation Property before Closing. Notwithstanding the preceding, AGFC shall not be liable for any damages to the Donation Property or claim resulting from AGFC's discovery of any pre-existing condition (including but not limited to the existence of any hazardous substance in, on, under or about the Donation Property) or any exacerbation of a pre-existing condition, in, on, under or about the Donation Property, except to the extent that exacerbation results from the negligent acts or omission of AGFC or its contractors or consultants. For purposes of this Agreement, "hazardous substance" means and includes any petroleum product and any hazardous material or any pollutant or contaminant defined as such in the Comprehensive Environmental Response Compensation and Liability Act, as amended, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, pollutant or material, and asbestos or any substance or compound containing asbestos, PCBs, or any other hazardous, toxic, or dangerous waste, substance, or material.

AGFC shall within thirty days receipt of any inspection report, or by the end of the Inspection Period, whichever date occurs first, provide written notice to Freeport of any condition with the Donation Property that requires remediation. Upon receipt of AGFC's notice, Freeport shall be given thirty days to notify AGFC that the conditions have been remediated, will be remediated by Closing, will not be remediated or Freeport is unable to remediate the conditions. If the conditions will not be remediated by Closing, AGFC will then have twenty days to accept the un-remediated conditions or terminate this Agreement. If AGFC fails to give notice to Freeport by the end of the Inspection Period of any condition with the Donation Property, AGFC agrees that it will

be deemed to have accepted the un-remediated condition and waived any right to terminate this agreement on the basis of that condition.

AGFC or Reclamation shall be solely responsible for obtaining and paying for a policy of title insurance for the Donation Property. Obtaining title insurance for the Donation Property shall not be a condition precedent to the Closing.

(3) Conveyance As Is, Where Is. EXCEPT FOR THE EXPRESS REPRESENTATIONS CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENTS DELIVERED PURSUANT TO THIS AGREEMENT, AGFC EXPRESSLY AGREES THAT FREEPORT IS TRANSFERRING AND CONVEYING THE DONATION PROPERTY AND AGFC IS ACQUIRING THE DONATION PROPERTY IN ITS STRICT “AS IS, WHERE IS” CONDITION, “WITH ALL FAULTS AND DEFECTS”. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND IN ANY DOCUMENTS DELIVERED PURSUANT TO THIS AGREEMENT, FREEPORT HAS MADE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER ORAL, WRITTEN OR IMPLIED TO AGFC AS TO THE QUALITY, CONDITION (WHETHER ENVIRONMENTAL OR OTHERWISE), MERCHANTABILITY, SUITABILITY OR FITNESS OF THE DONATION PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPROVEMENTS THEREON, FOR ANY OF AGFC’S PURPOSES OR INTENDED USES WHATSOEVER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND IN ANY DOCUMENTS DELIVERED PURSUANT TO THIS AGREEMENT, AGFC HEREBY EXPRESSLY WAIVES ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY TYPE, WHETHER ORAL, WRITTEN OR IMPLIED, AS TO THE QUALITY, CONDITION (WHETHER ENVIRONMENTAL OR OTHERWISE), MERCHANTABILITY, SUITABILITY OR FITNESS OF THE DONATION PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPROVEMENTS THEREON, FOR ANY OF AGFC’S PURPOSES OR INTENDED USES WHATSOEVER. AGFC ACKNOWLEDGES THAT BY THE TIME OF THE CLOSING, AGFC WILL HAVE HAD THE OPPORTUNITY TO INSPECT AND REVIEW THE DONATION PROPERTY, WILL HAVE INDEPENDENTLY INSPECTED THE DONATION PROPERTY AND WILL ACQUIRE THE DONATION PROPERTY SUBJECT TO ANY AND ALL CONDITIONS INHERENT THEREIN, WHETHER APPARENT OR LATENT IN NATURE, INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE DONATION PROPERTY. THE PROVISIONS OF THIS SECTION 2(f) SHALL SURVIVE THE CLOSING AND RECORDING OF THE DEED. Except as otherwise expressly set forth in this Agreement or in any documents delivered pursuant to this Agreement, Freeport makes no other guaranties, warranties or representations, express or implied, with respect to the Donation Property, the condition of title to the Donation Property, compliance of the Donation Property with any law, including Environmental Laws, as defined below, suitability of the Donation Property for any intended purpose, habitability of the Donation Property, the accuracy of any information or report provided to AGFC regarding the Donation Property, the size, location or physical condition of the Donation Property, the existence of encroachments or legal access, availability of utilities, zoning, value, future value, income potential,



productivity, rights to or adequacy or quality of the water supply or water rights, presence or absence of archeological sites or artifacts, soil content or quality, geological condition or any other matter relating to the Donation Property. As used herein, “**Environmental Law(s)**” shall mean, as amended and in effect from time to time, any federal, state or local statute, ordinance, rule, regulation, judicial decision, or the judgment or decree of a governmental authority, arbitrator or other private adjudicator by which AGFC or the Donation Property is bound, pertaining to health, industrial hygiene, occupational safety or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601-et seq. (“**CERCLA**”); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Federal Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Federal Safe Drinking Water Act, 42 U.S.C. §§ 300f-et seq.; the Surface Mining Control and Reclamation Act, 30 U.S.C. §§ 1251-et seq.; the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d; and all similar state laws and regulations and all rules adopted and guidelines promulgated pursuant to the foregoing. Except as set forth in Section 4, AGFC hereby expressly agrees that Freeport, its parents, subsidiaries and affiliates shall not be liable for any claims or causes of action AGFC has or may have in the future with respect to the Donation Property, including, without limitation, statutory remedies, claims or causes of action, such as those created by Environmental Laws, including but not limited to CERCLA and any remedies, claims or causes of action pursuant to common law. It is the express intent of Freeport that the provisions above are material inducements to this transaction and Freeport would not enter into this transaction but for the agreement of AGFC to those terms of conveyance.

(g) Change in Manner, Place of Use of Leased Surface Water Rights. In connection with the conveyance of the Donation Property to AGFC, Freeport agrees not to object to or oppose a request or application by AGFC to obtain any necessary approvals or authorizations from ADWR to change the place of use of the Leased Surface Water Rights to allow diversion and use of Bill Williams River water at any location within the Donation Property, or for the use of the Leased Surface Water Rights for LCR MSCP purposes.

### 3. Freeport and AGFC Easements.

(a) Freeport Easement. Within twenty (20) business days after the Submittal Date, AGFC shall deposit with the Escrow Agent, for recordation by Escrow Agent on the Closing Date immediately following recordation of the Deed, an easement in substantially the same form as **Exhibit J** attached hereto (the “**Freeport Easement Agreement**”), granting to Freeport a perpetual, non-exclusive easement over and through the Donation Property for the benefit of Freeport, and its successors, assigns and affiliates, for ingress and egress to and from, and for maintenance and inspection of, and to conduct other work on, those portions of the Ranch Property that adjoin the Donation Property.

(b) AGFC Easement. Within twenty (20) business days after the Submittal Date, Freeport shall deposit with the Escrow Agent for recordation by Escrow Agent, immediately following recordation of the Freeport Easement Agreement, an easement in substantially the same form as **Exhibit H** attached hereto (the “**AGFC Easement**”), granting to AGFC:

(1) a perpetual, non-exclusive easement for ingress and egress to and from the Donation Property over and through existing roads located on specified portions of the Ranch Property (as such roads may be relocated from time to time); and

(2) a non-exclusive right to ingress and egress to and from the Well Sites (as defined in **Exhibit H**); and

(3) the non-exclusive right for AGFC to pump water from the Well Sites and to use any existing water lines or other water delivery infrastructure on the Ranch Property to deliver water from the any Well Site to the Donation Property for purposes of exercising the Leased Surface Water Rights.

4. Improvements.

(a) The Donation Property includes all facilities, water delivery infrastructure, pumps, wells, equipment and all other improvements located thereon, whether now existing or hereinafter constructed by Reclamation (the “**Improvements**”).

(b) To protect certain Planet Ranch water rights against forfeiture on or before December 13, 2016, Freeport is installing irrigation facilities to re-irrigate the lands to which the water rights are appurtenant. In doing so, Freeport agrees to:

(1) Include with the Improvements the irrigation facilities identified in **Exhibit K**, and any other irrigation facilities that Freeport constructs on the Donation Property prior to the Enforceability Date of the Big Sandy River-Planet Ranch Agreement. Such irrigation facilities shall include at least the following:

(i) Cleared and repaired irrigation ditches associated with flood irrigation fields (*see* **Exhibit K** map);

(ii) Any pipes that are part of the irrigation delivery system, including any center pivot or side-roll sprinklers (*see* **Exhibit K** map); and

(iii) Restored wells, rehabilitated pumps and associated electrical systems capable of delivery at least 5,549.2 acre-feet per year of water over 924.87 acres.

(2) Prepare fields for the distribution of irrigation water across at least 924.87 acres, plant and irrigate at least 924.87 acres of crops, and fence the lands as needed for grazing.

(3) Provide AGFC an irrigation schedule showing the use or ability to use at least 5,549.2 acre-feet per year.

(4) Assign Freeport’s agricultural lease of the Leased Lands existing as of the Enforceability Date to AGFC as part of this Donation Agreement (attached as **Exhibit L** hereto);

(5) Provide AGFC with access to Planet Ranch to inspect the irrigation infrastructure on the Donation Property to ensure that: sufficient infrastructure exists, such infrastructure is sufficiently operational to deliver 5,549.2 acre-feet per year to irrigate 924.87 acres within the Donation Property, and Freeport, or its lessee, is actively growing crops on 924.87 acres of the Donation Property. AGFC shall until June 1, 2015 to inspect the Donation Property as provided in the preceding sentence. If AGFC's inspection of the Donation Property reveals that the infrastructure does not allow for the irrigation use of 5,549.2 acre-feet per year, or that the irrigation of a crop is not occurring on 924.87 acres of the Donation Property, Freeport will have up to 180 days to remedy the deficiency, after which, if a deficiency remains, then AGFC may terminate this Agreement.

(c) AGFC agrees to accept the existing Improvements "AS IS," "WHERE IS", "WITH ALL FAULTS" and without any warranty of any kind, including, but not limited to, any warranty of fitness for a particular purpose.

5. Representations and Warranties.

(a) General Representations and Warranties of Freeport. Freeport represents and warrants to AGFC that:

(1) FMC is a duly formed and validly existing Delaware corporation and in good standing under the laws of the states of Arizona and Delaware;

(2) Byner is a duly formed and validly existing Nevada corporation in good standing under the laws of the states of Arizona and Nevada;

(3) FMC and Byner each have full power and authority to enter into and to carry out the provisions of this Agreement and all corporate actions necessary to authorize FMC and Byner to enter into this Agreement and to perform the terms and conditions hereof have been taken and are in full force and effect;

(4) the transactions contemplated by this Agreement will not violate the Articles of Incorporation, Bylaws or any other documents or instruments by which FMC or Byner or their respective properties are bound;

(5) the Agreement does not conflict with any law, regulation, order or agreement by which FMC or Byner or their respective properties are bound;

(6) no other contracts or agreements are in force or effect for FMC's or Byner's sale or donation of all or any portion of the Donation Property and FMC and Byner agree not to enter into any such contracts or agreements between the date hereof and Closing;

(7) except as disclosed in Exhibit I, to Freeport's actual knowledge, Freeport has received no notice of any claims, actions, suits, agency proceedings, quasi-legal or administrative challenges concerning the Donation Property or the operation of the Donation Property, or any condition existing thereon or other proceedings including but not limited to condemnation proceedings pending, and to Freeport's actual

knowledge, no such proceedings are threatened by any governmental department or agency or any other corporation, partnership, utility, entity or person whomsoever, that in any manner or to any event may adversely affect the value of the Property or the Commission's right, title, use or interest in and to the Donation Property, except for the present water right severance and transfer applications with the Arizona Department of Water Resources and as disclosed in **Exhibit I**;

(8) Byner is, or will be on the Closing Date, the sole owner of the Donation Property and has full authority to enter into this Agreement and to convey fee title to the Donation Property to AGFC;

(9) to Freeport's actual knowledge, no other person has any right or option to acquire the Donation Property, or any portion of the Donation Property, from Freeport;

(10) to Freeport's actual knowledge, there are no easements, rights of way, reservations, restrictions, encumbrances, or liens which affect the Property which are not of record, other than those described in the Agreement, the Deed or otherwise revealed to AGFC in writing;

(11) to Freeport's actual knowledge, on the Closing Date, no other person will be in possession of the Donation Property or will have any claims of any rights in the Donation Property which are adverse to the rights of Freeport;

(12) to Freeport's actual knowledge, Freeport has physical access (ingress and egress) to all portions of the Donation Property, and Freeport has no actual knowledge of any disputes or disagreements with any person with regard to access to or over the Donation Property;

(13) to Freeport's actual knowledge, at the time of Closing, all taxes, assessments, charges, and expenses which are due and payable at the time of the Closing, and which could, if unpaid, become a lien on the Donation Property, will be paid;

(14) except for the Lease described in **Recital B**, and the agricultural lease existing between Freeport and any lessee of irrigated lands at Planet Ranch in effect as of the Effective Date hereof (**Exhibit L**), there are no leases where Freeport is the lessor affecting the Donation Property which will be in effect on the Closing Date;

(15) since acquiring the Donation Property on December 14, 2011, Freeport has not severed, leased, conveyed, or otherwise transferred any interest in the mineral rights to the Donation Property, including any rights to sand, gravel, and rocks, provided that certain mineral rights in the Donation Property are excepted from title to the Donation Property as reflected in the legal description attached hereto as **Exhibit B**;

(16) Except as disclosed in **Exhibit G**, Freeport has no actual knowledge of any existing violation of any Environmental Law with respect to the Donation Property, and since acquiring the Donation Property on December 14, 2011, the use and operation of the Donation Property has been in compliance with all applicable Environmental Laws, and Freeport, or any lessee or licensee, has not caused any release or discharge onto the Donation Property of any hazardous substance, as that term is

defined in Section 2(f)(2) above, in violation of any Environmental Law, as such is defined by the Environmental Laws;

(17) For purposes of this Section 5(a) the term “actual knowledge” in reference to Freeport, FMC or Byner shall mean and be limited to the actual knowledge (as distinguished from implied, imputed or constructive knowledge) of \_\_\_\_\_, without further obligation to make independent investigation or inquiry. No personal liability whatsoever shall accrue to \_\_\_\_\_ with respect to this Agreement, including, without limitation, with respect to the representations and warranties set forth in this Section 4(a).

(b) General Representations and Warranties of AGFC. AGFC represents and warrants to Freeport that:

(1) AGFC is an existing agency of the State of Arizona and has all power and authority necessary to enter into and perform this Agreement and carry out the terms and conditions hereof;

(2) no provision of this Agreement violates any law, rule, regulation or order applicable to AGFC, the State of Arizona, or otherwise, by which AGFC or the State of Arizona is bound;

(3) this Agreement has been authorized by all necessary action required by AGFC and the State of Arizona and is a valid and binding obligation of AGFC and of the State of Arizona;

(4) except for the Governor’s approval as required by A.R.S. § 17-241, no consent or approval of any third party (including without limitation any legislative, administrative or judicial body) is required for this Agreement to be a valid, binding and enforceable obligation of AGFC and the State of Arizona; and

(5) AGFC shall take no action with respect to Freeport or its successors which would constitute a violation of any of the Water Agreements, and shall require any person to whom the Donation Property is leased, conveyed or permitted to use through license or otherwise (“Transferee”) to take no action with respect to Freeport or its successors which would constitute a violation of any of the Water Agreements, if such Transferee were an original party to the Water Agreements.

(c) All representations and warranties made in this Agreement are true as of the date hereof and shall be true at the Closing Date and shall survive the Closing.

6. Confidentiality. To the extent permitted by law, Freeport and AGFC agree to maintain the confidentiality of the disclosures made to AGFC and the materials described in **Exhibit G** hereto. If AGFC is required by law to disclose such information, AGFC agrees to provide Freeport not less than ten business days’ prior written notice of such disclosure and Freeport shall have the right to object to such disclosure by intervening or otherwise asserting its interest in any legal proceeding pursuant to which such information would be disclosed,

including, without limitation, any suit, administrative proceeding, arbitration, mediation or other legal or quasi-legal proceeding.

7. Notices. Any and all notices, consents or other communications required or permitted by this Agreement shall be given in writing, personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express, U.P.S. or other similar nationally recognized overnight courier, addressed as follows:

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

with a copy to: Freeport Minerals Corporation  
333 North Central Avenue  
Phoenix, Arizona 85004  
Attn: Legal Department

To AGFC: Arizona Game and Fish Department  
5000 West Carefree Highway  
Phoenix, Arizona 85086  
Attn: Director, Arizona Game and Fish Department

with a copy to: Office of the Arizona Attorney General  
1275 West Washington  
Phoenix, Arizona 85007  
Attn: Assistant Attorney General Representing  
Game and Fish

or at any other address designated by any Party hereto in writing. Any notice or communication shall be deemed to have been delivered and received on (i) the date of delivery, if hand delivered or sent by nationally recognized overnight courier; or (ii) four business days after the date of mailing, if mailed by registered or certified mail, postage prepaid, return receipt requested.

8. Remedies. If any Party breaches its obligations under this Agreement, the non-breaching Party shall give written notice to the breaching Party setting forth in reasonable detail the breaching Party's default and giving the breaching Party five business days within which to cure such breaching Party's default. If the breaching Party fails to cure the default within five business days, then the non-breaching Party shall be entitled to exercise any and all rights and remedies available to it at law or in equity, including, without limitation, the right to terminate this Agreement, to seek specific performance, and to seek actual money damages from the breaching Party, but in no event shall punitive, consequential, exemplary or other extraordinary damages be available to any Party.

9. General.

(a) Waiver. No delay by either Party in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Freeport or AGFC of any default under this Agreement shall be construed as a waiver of any preceding or succeeding default.

(b) Attorneys' Fees. If any Party finds it necessary to bring any action at law or other proceeding against the other Party to enforce any of the terms, covenants, or conditions hereof, or by reason of any default hereunder, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs, attorneys' fees, and litigation related expenses by the other Party, and in the event any judgment is secured by the prevailing Party, all such costs, attorneys' fees, and litigation related expenses shall be included therein, with the fees to be set by the court and not by the jury.

(c) Exhibits. All Exhibits to this Agreement are hereby incorporated into this Agreement by this reference.

(d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single, binding Agreement between and among all signatories thereto. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages may all be attached to a single instrument.

(e) Forms of Instruments; Cooperation. Except as otherwise specified herein, the forms of all instruments required to close this transaction shall be those customarily used in similar transactions in Mohave and La Paz Counties, Arizona, and each Party agrees promptly to execute such documents as may reasonably be requested by Escrow Agent or the other Party and to perform such acts as may reasonably be necessary to carry out the purpose and intent of this Agreement.

(f) Successors and Assigns. All of the provisions of this Agreement shall inure to the benefit of and be binding upon AGFC, Freeport and their successors-in-ownership and assigns.

(g) No Partnership and Third Parties. The Parties do not intend by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other similar arrangement between Freeport and AGFC. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a Party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

(h) Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein.

(i) Amendment. No change or addition may be made to this Agreement except by a written amendment executed by the Parties hereto.

(j) Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Arizona.

(k) Severability. If any part of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remainder of the Agreement shall not be affected.

(l) No Brokerage. The Parties represent and warrant each to the other that they have not dealt with any real estate broker or agent in connection with the transaction that is the subject matter of this Agreement. Freeport and AGFC's representations and warranties set forth in this Section 8(l) shall survive the Closing or termination of this Agreement.

(m) Time is of Essence. Time is of the essence of every provision of this Agreement.

(n) Time Periods.

(1) For the purpose of counting time periods herein, the date of delivery shall not be counted.

(2) If the time period references "business" days, then neither intermediate nor last Saturdays, Sundays or holidays (defined below) shall be included.

(3) If the time period does not reference "business" days, then all calendar days shall be counted, except as set forth in (4) and (5) below.

(4) The last day of the period so computed under either (2) or (3) above shall be included unless it is a Saturday, Sunday or holiday.

(5) A holiday shall be defined as a federal holiday as found in United States Code Title 5, Section 6103 (as amended or replaced from time to time) or a day on which the Recorder's Offices for Mohave and/or La Paz Counties, Arizona is closed (whether or not this Agreement contemplates a recording at such office). If the holiday is on the last day of the applicable period, then that last day of the time period shall be the next business day.

(o) Conflict of Interest. AGFC may terminate this Agreement pursuant to A.R.S. § 38-511.

(p) Arbitration. To the extent required pursuant to A.R.S. § 12-1518, and any successor statutes, the Parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve any dispute arising out of this Agreement with each Party bearing its own attorney's fees and costs.

(q) Survival. The provisions of this Agreement shall survive recordation of the Deed and the provisions of this Agreement shall not be merged with and into the Deed.



(r) Execution by Byner. The provisions of this Agreement applicable to Freeport shall be equally applicable to Byner, and by executing this Agreement, Byner covenants and agrees to take any action required of it to consummate the transactions contemplated hereby, subject to the satisfaction of all terms and conditions specified herein and in the related Escrow Agreement of even date.

[Signatures appear on the next following page.]

Legislative Draft

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

FREEPORT MINERALS CORPORATION, a  
Delaware corporation

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

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

BYNER CATTLE COMPANY, a  
Nevada corporation

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

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

ARIZONA GAME AND FISH COMMISSION, an  
agency of the State of Arizona

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

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

Approved as to form:

\_\_\_\_\_

**EXHIBITS**

- Exhibit A - Planet Ranch Property Legal Description
- Exhibit B - Donation Property Legal Description
- Exhibit C - Description of Leased Surface Water Rights
- Exhibit D - Form of Special Warranty and Quitclaim Deed
- Exhibit E - [INTENTIONALLY NOT USED]
- Exhibit F - Form of Assignment, Assumption and Release Agreement
- Exhibit G - Disclosure Items
- Exhibit G-1 - Affidavit of Disclosure Required by A.R.S. § 33-422
- Exhibit H - Grant of Easement to Arizona Game and Fish Commission
- Exhibit I - Section 4(a)(6) Claims of Which Freeport Has Notice
- Exhibit J - Easement Agreement for Ingress and Egress
- Exhibit K - Description and Map of Irrigation Facilities
- Exhibit L - Form of Assignment Agricultural Lease

Legislative Draft

## EXHIBIT A

### PLANET RANCH PROPERTY LEGAL DESCRIPTION

#### Mohave County Fee Property

##### **PARCEL NO. 1:**

Lot 1, Section 31, Township 11 North, Range 15 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 64 of Deeds, page 599, records of Mohave County, Arizona.

##### **PARCEL NO. 2:**

The Southwest quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter of Section 16, Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT all mineral deposits and rights as reserved by State of Arizona in Deed recorded in Book 55 of Deeds, page 232, records of Mohave County, Arizona.

(The Southwest quarter of the Southwest quarter); and

EXCEPT all mineral deposits and rights as reserved by State of Arizona in Deed recorded in Book 54 of Deeds, page 548, records of Mohave County, Arizona.

(The Southwest quarter of the Southeast quarter)

##### **PARCEL NO. 3:**

The Northwest quarter of the Southwest quarter, and the Southwest quarter of the Northeast quarter, and the South half of the Northwest quarter of Section 25;

The North half of the North half of Section 27; and The West half of the Northeast quarter and the Northwest quarter of Section 29 ALL in Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT oil, gas, coal and minerals as reserved in Deed recorded in Book 59 of Deeds, page 41, records of Mohave County, Arizona.

##### **PARCEL NO. 4:**

The Southeast quarter of Southwest quarter of Section 16; Section 20;  
Section 28, except the West half of the Northwest quarter:

Lots 1, 2, and 3;

East half of Northeast quarter;

East half of Northwest quarter;

Northeast quarter of Southwest quarter of Section 30;

ALL in Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT 1/16<sup>th</sup> of all oil, gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

**PARCEL NO. 5:**

Those portions of the North half; and  
The Northeast quarter of the Southeast quarter of Section 32; and of Sections 34 and 36,  
Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, lying in  
Mohave County, Arizona;

EXCEPT 1/16<sup>th</sup> of all oil, gases, and other hydrocarbon substances, coal, stone, metals,  
minerals, fossils and fertilizer of every name and description and except all materials which may  
be essential to production of fissionable material as reserved in Arizona Revised Statutes.

**PARCEL NO. 6:**

Section 21;  
The Northeast quarter of Southwest quarter; Northwest quarter of Southeast quarter; and South  
half of South half of Section 25;  
The South half of South half of Section 26;  
The South half and the South half of North half of Section 27;  
The West half of Northwest quarter of Section 28;  
The East half of East half; Northwest quarter of Southeast quarter; and North half of Southwest  
quarter of Section 29;  
The North half of Lot 4, West half of Northeast quarter; North half of Southeast quarter; North  
half of Southwest quarter of Southeast quarter; North half of Southeast quarter of Southwest  
quarter of Section 30;  
ALL in Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian,  
Mohave County, Arizona;

EXCEPT oil, gas, coal and minerals as reserved in Deed recorded in Book 64 of Deeds,  
page 599, records of Mohave County, Arizona.

**PARCEL NO. 7:**

Those portions of the Northwest quarter of Southeast quarter of Section 32; and Sections 33 and  
35, Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, lying in  
Mohave County, Arizona;

EXCEPT oil, gas, coal and minerals as reserved in Deed recorded in Book 64 of Deeds,  
page 599, records of Mohave County, Arizona.

**PARCEL NO. 8:**

The Southeast quarter; East half of Southwest quarter; Southwest quarter of Northeast quarter;  
and Southeast quarter of Northwest quarter of Section 26, Township 13 North, Range 16 West of  
the Gila and Salt River Base and Meridian, Mohave County, Arizona.

La Paz County Fee Property

**PARCEL NO. 1:**

That portion of the South half of Lot 2;  
All of Lots 3 and 4;  
The South half of the Southeast quarter of the Northwest quarter; and  
The South half of the South half of the Northeast quarter of Section  
31, Township 11 North, Range 16 West of the Gila and Salt River Base  
and Meridian, lying in La Paz County, Arizona.

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded  
in Docket 57, page 310, records of Yuma County, Arizona.

**PARCEL NO. 2:**

Those Portions of:  
Lot 1;  
The North half;  
The Southeast quarter;  
The North half of the Southwest quarter;  
The North half of the Southeast quarter of the Southwest quarter;  
The Southeast quarter of the Southeast quarter of the Southwest quarter  
of Section 32, Township 11 North, Range 16 West of the Gila and Salt  
River Base and Meridian, lying in La Paz County, Arizona.

EXCEPT that portion of the Southwest quarter of Section 32, Township  
11 North, Range 16 West of the Gila and Salt River Base and Meridian,  
La Paz County, Arizona, described as follows:

BEGINNING at the South quarter corner of Section 32;  
thence West along the South line of Section 32, a distance of 1270.58  
feet to the TRUE POINT OF BEGINNING;  
thence North 634.31 feet;  
thence South 76° 41' 15" West, 94.09 feet to the Southeasterly line  
of the Planet Ranch Road;  
thence along said line South 28° 33' West, 101.23 feet;  
thence Southwesterly 250.25 feet through an angle of 54° 22', along  
a tangent curve concave to the Northwest, having a radius of  
263.73 feet to a point of tangency from which a radial line  
bears North 7° 05' West;  
thence South 82° 55' West, 96.52 feet;  
thence Westerly, 184.42 feet through an angle of 17° 40' 14" along  
a tangent curve concave to the North having a radius of 597.96  
feet to a point of tangency from which a radial line bears  
North 10° 35' 14" East;

thence North 79° 24' 46" West, 260.38 feet;  
thence leaving the Southwesterly line of said Planet Ranch Road,  
South 429.61 feet to the South line of Section 32;  
thence along said line East 874.42 feet to the TRUE POINT OF  
BEGINNING;

EXCEPT that portion of the Southwest quarter of Section 32, Township  
11 North, Range 16 West of the Gila and Salt River Base and Meridian,  
La Paz County, Arizona, described as follows:

BEGINNING at the South quarter corner of Section 32;  
thence West along the South line of Section 32, a distance of  
610.58 feet to the TRUE POINT OF BEGINNING;  
thence along said line West 660.00 feet;  
thence North 634.31 feet;

thence South 76° 41' 15" West, 214.08 feet;  
thence North 13° 18' 45" West, 25.00 feet;  
thence North 76° 41' 15" East, 220.00 feet;  
thence East 660.00 feet;

thence South 660.00 feet to the TRUE POINT OF BEGINNING; and  
EXCEPT that portion of the Southwest quarter of Section 32, Township  
11 North, Range 16 West of the Gila and Salt River Base and Meridian,  
La Paz County, Arizona, described as follows:

BEGINNING at the South quarter Section corner of Section 32;  
thence between Sections 32 and 5, West, 610.58 feet;  
thence North 660.00 feet;  
thence East 610.58 feet;  
thence South 660.00 feet to the TRUE POINT OF BEGINNING.

EXCEPT 1/16th of all oil, gases, and other hydrocarbon substances,  
coal, stone, metals, minerals, fossils and fertilizer of every name  
and description and except all materials which may be essential  
to production of fissionable material as reserved in Arizona Revised  
Statutes.

**PARCEL NO. 3:**

Those portions of Sections 33, 34, 35 and 36, Township 11 North,  
Range 16 West of Gila and Salt River Base and Meridian, lying  
in La Paz County, Arizona.

EXCEPT 1/16th of all oil, gases and other hydrocarbon substances,  
coal, stone, metals, minerals, fossils and fertilizer of every name  
and description and except all materials which may be essential  
to production of fissionable material as reserved in Arizona Revised  
Statutes; (Sections 34 and 36) and

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded  
in Docket 57, page 310, records of Yuma County, Arizona. (Sections 33  
and 35)

**PARCEL NO. 4:**

The North half of the North half of Section 3;  
The North half of the North half of Section 4;  
The North half of the Northeast quarter of Section 5, Township 10  
North, Range 16 West of the Gila and Salt River Base and Meridian,  
La Paz County, Arizona.

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded  
in Book 102 of Deeds, page 564, records of Yuma County, Arizona;  
(Section 3) and

EXCEPT all oil and gas as reserved in Patent from United States  
of America. (Sections 4 and 5)



**PLANET RANCH LEGAL DESCRIPTION SUMMARY**

<b><u>Deeded Fee Property</u></b>	<b><u>Acres (Acs)</u></b>
T11N R15 W	
Section 31:    Lot 1 (37.91 Acs)	37.91
T11N R 16W	
Section 16:    S1/2 SW1/4, SW1/4 SE1/4	120.00
Section 20:    All	640.00
Section 21:    All	640.00
Section 25:    SW1/4, S1/2 NW1/4, W1/2 SE1/4, SE1/4 SE1/4, SW1/4 NE1/4	400.00
Section 26:    S1/2 S1/2	160.00
Section 27:    All	640.00
Section 28:    All	640.00
Section 29:    N1/2, N1/2 S1/2, SE1/4 SE1/4	520.00
Section 30:    Lot 1 (37.75 Acs) Lot 2 (37.81 Acs) Lot 3 (37.87 Acs) Lot 4-N1/2 (18.96 Acs), NE1/4, E1/2 NW1/4, NE1/4 SW1/4, N1/2 SE1/4 SW1/4, N1/2 SE1/4 N1/2 SW1/4 SE1/4	532.39
Section 31:    Lot 2-S1/2 (18.99 Acs) Lot 3 (38.00 Acs) Lot 4 (40.43), S1/2 SE1/4 NW1/4, S1/2 S1/2 NE1/4	157.42
Section 32:    N1/2, SE1/4, N1/2 SW1/4 N1/2 SE1/4 SW1/4, SE1/4 SE1/4 SW1/4 and Lot 1 (partial)	621.01
Section 33:    All	640.00
Section 34:    All	640.00
Section 35:    All	640.00
Section 36:    All	640.00
T13N R16W	
Section 26:    SE1/4, E1/2 SW1/4, SW1/4 NE1/4, SE1/4 NW1/4	320.00
T10N R16W	
Section 3:    N1/2 N1/2	160.00
Section 4:    N1/2 N1/2	160.00
Section 5:    N1/2 NE1/4	80.00
	<hr/>
	8,388.73 Acs

## EXHIBIT B

### DONATION PROPERTY LEGAL DESCRIPTION

MOHAVE COUNTY  
(PARCELS 1 THROUGH 5)

PARCEL NO. 1:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 2:

ALL OF SECTIONS 32 AND 34 TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 3:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 4:

ALL OF SECTIONS 33 AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 5:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

LA PAZ COUNTY  
(PARCELS 6 THROUGH 9)

PARCEL NO. 6:

THAT PORTION OF THE SOUTH HALF (S1/2) OF LOT TWO (2), ALL OF LOTS THREE (3) AND FOUR (4), THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (S1/2 OF SE1/4 OF NW1/4) AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S1/2 OF S1/2 OF NE1/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57, OF DOCKETS, PAGE 310.

PARCEL NO. 7:

ALL OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT ANY PART OF SECTION 32 LYING WITHIN THE COPPER HILL MINING CLAIM AS SHOWN ON THE PLAT OF MINERAL SURVEY NUMBER 2675;

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32;

THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 634.31 FEET;

THENCE SOUTH 76°41'15" WEST A DISTANCE OF 94.09 FEET TO THE SOUTHEASTERLY LINE OF THE PLANET RANCH ROAD;

THENCE ALONG SAID LINE SOUTH 28°33' WEST A DISTANCE OF 101.23 FEET;

THENCE SOUTHWESTERLY 250.25 FEET THROUGH AN ANGLE OF 54°22', ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 263.73 FEET TO A POINT OF TANGENCY, FROM WHICH A RADIAL LINE BEARS NORTH 07°05' WEST;

THENCE SOUTH 82°55' WEST A DISTANCE OF 96.52 FEET;

THENCE WESTERLY 184.42 FEET THROUGH AN ANGLE OF 17°40'14" ALONG A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 597.96 FEET TO A POINT OF TANGENCY FROM WHICH A RADIAL LINE BEARS NORTH 10°35'14" EAST;

THENCE NORTH 79°24'46" WEST A DISTANCE OF 260.38 FEET;

THENCE LEAVING THE SOUTHWESTERLY LINE OF SAID PLANET RANCH ROAD, SOUTH A DISTANCE OF 429.61 FEET TO THE SOUTH LINE OF SAID SECTION 32;

THENCE SOUTH ALONG SAID SOUTH LINE EAST A DISTANCE OF 874.42 FEET MORE OR LESS BACK TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 32;  
THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET;  
THENCE NORTH A DISTANCE OF 634.31 FEET;  
THENCE SOUTH 76°41'15" WEST A DISTANCE OF 214.08 FEET;  
THENCE NORTH 13°18'45" WEST A DISTANCE OF 25.00 FEET;  
THENCE NORTH 76°41'15" EAST A DISTANCE OF 220.00 FEET;  
THENCE EAST A DISTANCE OF 1270.58 FEET;  
THENCE SOUTH A DISTANCE OF 660.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL NO. 8:

THOSE PORTIONS OF SECTIONS 33, 34, AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD. (SECTION 34)

ALSO EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57 OF DOCKETS, PAGE 310. (SECTION 33 AND 35)

PARCEL NO. 9:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD.

**EXHIBIT C**

**DESCRIPTION OF LEASED SURFACE WATER RIGHTS**

<b>ADWR Application/Certificate No.</b>	<b>Priority Date</b>	<b>Annual Volume</b>
A4643 / 3270	March 5, 1963	664.1
A4939 / 3903	June 3, 1971	960
33-28672 / 28672	June 25, 1974	471
33-28673 / 28673	June 25, 1974	600
A4644 / 3281	March 5, 1963	1,294.1
33-28677 / 28677	June 25, 1974	1,560
<b>Total</b>		<b>5,549.2</b>

**EXHIBIT D**

**FORM OF SPECIAL WARRANTY DEED**

**WHEN RECORDED, RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exempt from the Affidavit and Fee requirements per A.R.S. § 11-1134(A)(3).

**Special Warranty and Quitclaim Deed  
of  
Byner Cattle Company**

For good and valuable consideration, **BYNER CATTLE COMPANY**, a Nevada corporation (“**Grantor**”), does hereby convey to the **STATE OF ARIZONA for and on behalf of the ARIZONA GAME AND FISH COMMISSION**, an agency of the State of Arizona (“**Grantee**” or “**AGFC**”), that certain real property (the “**Property**”), situated in Mohave County and La Paz County, Arizona, described in Exhibit “1” attached hereto and by reference made a part hereof, and more commonly known as Planet Ranch, together with all of Grantor’s right, title and interest in and to all improvements and structures located on the Property and all of the estates, rights, titles, privileges, easements and appurtenances thereto and hereditaments of any nature whatsoever in any way belonging, relating or pertaining to the Property.

EXCEPT, water; water rights, whether surface, underground, wells, springs, percolating, flood, vested, contingent, recorded, certificated, appropriated or otherwise; applications for water rights; and claims to or interests in water or applications for the same, which are appurtenant or in any way derived from the Property (the “**Water Rights**”).

SUBJECT TO: Existing taxes, assessments, covenants, conditions, restrictions, rights-of-way and easements of record, as set forth in Exhibit “2”, attached hereto.

FURTHERMORE, except as set forth in the first paragraph of this Deed, above, the conveyance of the Property is made As Is, Where Is, Subject to All Faults and Defects, including, without limitation, all liens, encumbrances, easements and other matters that affect title to the Property, whether or not of record, and which could be determined by either an inspection or survey of the Property, or otherwise.

FURTHERMORE, by accepting this Special Warranty and Quitclaim Deed, and as part of the inducement to Grantor for this conveyance, Grantee covenants and agrees that it shall take no action with respect to Grantor or its parent company, Freeport Minerals Corporation, a Delaware corporation, or the successors or assigns of either Grantor or Freeport Minerals Corporation, that would constitute a violation of either that certain Hualapai Tribe Bill Williams River Water Rights Settlement Agreement entered into among the Hualapai Tribe, the United States as

Trustee for the Tribe, its Members and Allottees, and Freeport Minerals Corporation (the “**Hualapai BWR Agreement**”) or that certain Big Sandy River-Planet Ranch Water Rights Settlement Agreement entered into among the United States Department of the Interior, the Hualapai Tribe, the United States as trustee for the Tribe, its members and Allottees, AGFC, the Arizona Department of Water Resources, and Freeport Minerals Corporation (the “**Big Sandy River-Planet Ranch Agreement**”), and that Grantee shall require any person to whom the Property is leased, conveyed or permitted to use through license or otherwise (“**Transferee**”) to take no action with respect to Grantor or its parent company, Freeport Minerals Corporation, a Delaware corporation, or the successors or assigns of either Grantor or Freeport Minerals Corporation, which would constitute a violation of the Hualapai BWR Agreement or the Big Sandy River-Planet Ranch Agreement, as if such Transferee were an original party to either of those settlement agreements. The foregoing covenants shall be referred to herein as the “**Deed Restrictions.**” Grantor may enforce the Deed Restrictions by injunction, specific performance, or other remedies available in equity or at law. The Deed Restrictions shall constitute covenants running with and binding the Property and are binding upon Grantee, its successors and assigns, Transferees, and the holders of any fee interest, leasehold interest or other possessory interest and shall inure to the benefit of Grantor, its successors and assigns, with the same force and effect as if set forth in full in every grant, conveyance or demise of the Property or any part thereof.

Grantor binds itself and its successors to warrant and defend the title to the Property, excluding the Water Rights, as against its acts and none other, subject to the matters above set forth.

FURTHERMORE, Grantor hereby quit claims to Grantee, without covenant or warranty of any kind whatsoever, those surface water rights described in Exhibit “3”, attached hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused their names to be signed by their undersigned authorized representatives.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**BYNER CATTLE COMPANY**, a Nevada corporation

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

**Its:** \_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged and executed before me this \_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, being the \_\_\_\_\_ of BYNER CATTLE COMPANY, a Nevada corporation, being authorized to do so on behalf thereof.

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



**GRANTEE:**

**ARIZONA GAME AND FISH COMMISSION,**  
an agency of the State of Arizona

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged and executed before me this \_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, being the \_\_\_\_\_ of the ARIZONA GAME AND FISH COMMISSION, an agency of the State of Arizona, being authorized to do so on behalf thereof.

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

**Exhibit "1"**  
to  
**Special Warranty and Quitclaim Deed**

**LEGAL DESCRIPTION OF PROPERTY**

MOHAVE COUNTY  
(PARCELS 1 THROUGH 5)

PARCEL NO. 1:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 2:

ALL OF SECTIONS 32 AND 34 TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 3:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 4:

ALL OF SECTIONS 33 AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 5:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

LA PAZ COUNTY  
(PARCELS 6 THROUGH 9)

PARCEL NO. 6:

THAT PORTION OF THE SOUTH HALF (S1/2) OF LOT TWO (2), ALL OF LOTS THREE (3) AND FOUR (4), THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (S1/2 OF SE1/4 OF NW1/4) AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 OF S1/2 OF NE1/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57, OF DOCKETS, PAGE 310.

PARCEL NO. 7:

ALL OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT ANY PART OF SECTION 32 LYING WITHIN THE COPPER HILL MINING CLAIM AS SHOWN ON THE PLAT OF MINERAL SURVEY NUMBER 2675;

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32;

THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 634.31 FEET;

THENCE SOUTH  $76^{\circ}41'15''$  WEST A DISTANCE OF 94.09 FEET TO THE SOUTHEASTERLY LINE OF THE PLANET RANCH ROAD;

THENCE ALONG SAID LINE SOUTH  $28^{\circ}33'$  WEST A DISTANCE OF 101.23 FEET;

THENCE SOUTHWESTERLY 250.25 FEET THROUGH AN ANGLE OF  $54^{\circ}22'$ , ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 263.73 FEET TO A POINT OF TANGENCY, FROM WHICH A RADIAL LINE BEARS NORTH  $07^{\circ}05'$  WEST;

THENCE SOUTH  $82^{\circ}55'$  WEST A DISTANCE OF 96.52 FEET;

THENCE WESTERLY 184.42 FEET THROUGH AN ANGLE OF  $17^{\circ}40'14''$  ALONG A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 597.96 FEET TO A POINT OF TANGENCY FROM WHICH A RADIAL LINE BEARS NORTH  $10^{\circ}35'14''$  EAST;

THENCE NORTH  $79^{\circ}24'46''$  WEST A DISTANCE OF 260.38 FEET;

THENCE LEAVING THE SOUTHWESTERLY LINE OF SAID PLANET RANCH ROAD, SOUTH A DISTANCE OF 429.61 FEET TO THE SOUTH LINE OF SAID SECTION 32;

THENCE SOUTH ALONG SAID SOUTH LINE EAST A DISTANCE OF 874.42 FEET MORE OR LESS BACK TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 32;  
THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET;  
THENCE NORTH A DISTANCE OF 634.31 FEET;  
THENCE SOUTH 76°41'15" WEST A DISTANCE OF 214.08 FEET;  
THENCE NORTH 13°18'45" WEST A DISTANCE OF 25.00 FEET;  
THENCE NORTH 76°41'15" EAST A DISTANCE OF 220.00 FEET;  
THENCE EAST A DISTANCE OF 1270.58 FEET;  
THENCE SOUTH A DISTANCE OF 660.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL NO. 8:

THOSE PORTIONS OF SECTIONS 33, 34, AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD. (SECTION 34)

ALSO EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57 OF DOCKETS, PAGE 310. (SECTION 33 AND 35)

PARCEL NO. 9:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD.

**EXHIBIT 2**  
**To**

**FORM OF SPECIAL WARRANTY DEED**

**(Affects Parcel No's. 1 through 8)**

1. Second installment of 2011 taxes, a lien, payable on or before March 1, 2012, and delinquent May 1, 2012. [This exception to be revised based on the Closing Date and applicable taxes at the time of Closing.]
2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
3. The right to enter upon said land and prospect for, mine and remove all coal, oil, gas and other mineral deposits, as reserved in instrument recorded in Book 59 of Deeds, Page 42; in Book 64 of Deeds, Page 599 and in Book 69 of Deeds, Page 14.
4. The right to enter upon said land and prospect for, mine and remove the mineral estate, as reserved in instruments recorded in Book 328 of Official Records, Pages 954, 956, 958, 960, 962, 964, 966 and 972.
5. Water rights, claims or title to water, whether or not shown by the public records.
6. The rights or claims of title, if any, by the State of Arizona to any portion of the property described in Schedule A being located in the bed of any river or dry wash. (Affects Sections 32 to 36, inclusive, Township 11 North, Range 16 West).
7. The rights of the Santa Fe Pacific Railroad Company or the Atchison, Topeka and Santa Fe Railway Company, their successors and assigns, to appropriate rights of way and rights incident thereto for the operation of railways including, but not limited to the construction of telegraph and telephone lines, electric lines, oil or water pipelines, roadways and ditches, as reserved in Deed recorded in Book 59 of Deeds, Page 42; in Book 64 of Deeds, Page 599 and in Book 69 of Deeds, Page 14.
8. An easement for electric transmission line and incidental purposes in the document recorded as Docket 164, Page 6 of Official Records.  
  
(Affects the South 1/2 of Section 28, Township 11 North, Range 16 West)
9. An easement for electric transmission line and incidental purposes in the document recorded as Docket 164, Page 290 of Official Records.  
  
(Affects the Northeast 1/4 of Section 32, Township 11 North, Range 16 West)

10. An easement for electric transmission line and incidental purposes in the document recorded as Docket 164, Page 292 of Official Records.

(Affects the East 1/2, Southeast 1/4 of Section 29 and the North 1/2 of Section 33, Township 11 North, Range 16 West)

11. An easement for communication system and incidental purposes in the document recorded as Book 2486 of Official Records, Page 217.

(Affects the Sections 25 to 28, 32, 33, 35 and 36, Township 11 North, Range 16 West)

12. Lack of a right of access to and from the land.

13. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by \_\_\_\_\_ on \_\_\_\_\_, designated Job Number \_\_\_\_\_:

\_\_\_\_\_

14. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

15. The terms and provisions contained in the document entitled "Memorandum of Paid-Up Oil and Gas Lease" recorded December 08, 2010 as 2010-071524 of Official Records.

(Affects Parcel No. 6 and 7)

**EXHIBIT 2**  
**To**

**FORM OF SPECIAL WARRANTY DEED**

**(Affects Parcel No's. 9 through 12)**

1. Any additional taxes which may become a lien by reason of the county assessor reassessing the within described premises for the year(s) 2011. [This exception to be revised based on the Closing Date and applicable taxes at the time of Closing.]
2. Liabilities and obligations imposed upon said land by reason of its inclusion within the boundaries of any county or city special improvement districts.
3. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. The right to enter upon said land and prospect for, mine and remove all coal, oil, gas and other mineral deposits, as reserved in instrument recorded in Book 57 of Dockets, Page 310.
6. An easement for electric utility and incidental purposes in the document recorded as Book 596 of Dockets, Pages 99 and 103 of Official Records.
7. An easement for electric utility and incidental purposes in the document recorded as Book 835 of Dockets, Page 904 of Official Records.
8. An easement for electric utility and incidental purposes in the document recorded as Book 993 of Dockets, Page 824 of Official Records.
9. An easement for electric utility and incidental purposes in the document recorded as Book 1033 of Dockets, Page 517 of Official Records.
10. The rights or claims of title, if any, by the State of Arizona to any portion of the property described in Schedule A being located in the bed of any river or dry wash. (Affects Sections 31 through 36, inclusive, Township 11 North, Range 16 West).
11. Any loss or claim of damages by reason of failure of LaPaz County Public Records to disclose that there is any recorded appurtenant means of ingress or egress to and from a publicly dedicated highway, road or street frontage in connection with said land.
12. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by \_\_\_\_\_ on \_\_\_\_\_, designated Job Number \_\_\_\_\_:

\_\_\_\_\_

13. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

14. The rights of the Santa Fe Pacific Railroad Company or the Atchison, Topeka and Santa Fe Railway Company, their successors and assigns, to appropriate rights of way and rights incident thereto for the operation of railways, including, but not limited to, the construction of telegraph and telephone lines, electric lines, oil or water pipe lines, roadways and ditches, as reserved in instrument recorded in Book 57 of Dockets, Page 310.



**EXHIBIT 3**  
**To**

**FORM OF SPECIAL WARRANTY DEED**

<b>ADWR Application/Certificate No.</b>	<b>Priority Date</b>	<b>Annual Volume</b>
A4643 / 3270	March 5, 1963	664.1
A4939 / 3903	June 3, 1971	960
33-28672 / 28672	June 25, 1974	471
33-28673 / 28673	June 25, 1974	600
A4644 / 3281	March 5, 1963	1,294.1
33-28677 / 28677	June 25, 1974	1,560
<b>Total</b>		<b>5,549.2</b>

**EXHIBIT E**

[INTENTIONALLY NOT USED]

Legislative Draft

## EXHIBIT F

### FORM OF ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

#### ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

This Assignment, Assumption and Release Agreement (the “**Agreement**”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), by and between BYNER CATTLE COMPANY, a Nevada corporation (“**Byner**”), the Arizona Game and Fish Commission, an agency of the State of Arizona (the “**AGFC**”), and the United States Department of the Interior, Bureau of Reclamation, Lower Colorado Region (“**Reclamation**”). Byner, the AGFC, and Reclamation are sometimes collectively referred to herein as the “**Parties**,” or individually as a “**Party**.”

#### Recitals

A. Byner has entered into a real property lease with Reclamation (the “**Lease**”), pursuant to which the real property described in Exhibit 1 hereto (the “**Leased Lands**”) together with certain Leased Surface Water Rights (the “**Leased Surface Water Rights**”) described generally in Exhibit 2 hereto, have been leased to Reclamation for 50 years for purposes of the Lower Colorado River Multi-Species Conservation Program (“**LCR MSCP**”). The Leased Lands and Leased Surface Water Rights are collectively referred to herein as the “**Leased Premises**.”

B. Byner has agreed to convey its fee interest in the Leased Premises (including, without limitation, any reversionary interest Byner has under the Lease) to the AGFC subject to all terms and conditions of the Lease, provided that the AGFC (i) accepts the conveyance of the Leased Premises; and (ii) assumes the Lease and releases Byner from all obligations under the Lease from and after the Effective Date. The Leased Premises are also sometimes referred to herein as the “**Donation Property**.”

C. To induce Byner to convey the Donation Property to the AGFC, Reclamation has agreed to (i) consent to the assignment of the Lease to the AGFC; and (ii) release Byner from any and all obligations as Lessor under the Lease from and after the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants set forth above, Byner, the AGFC, and Reclamation, to the extent applicable, agree as follows:

#### Agreement

1. Assignment of Lease. Subject to the provisions of Section 10 below, Byner hereby assigns, conveys and transfers to the AGFC all of its right, title and interest as Lessor under the Lease; such conveyance and transfer is made, “AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS” without any representation or warranty of any kind, and subject to

all faults and defects. Assignment of Lessor's interest under this Lease shall not assign any interest Lessor may have under the easements contemplated by Sections 13 and 14 of the Lease.

2. Acceptance of Assignment/Assumption of Lease. The AGFC hereby accepts the assignment of the Lease and assumes and agrees to perform all obligations of Byner as Lessor under the Lease from and after the Effective Date. The AGFC accepts the assignment of the Lease "AS IS, WHERE IS," without any representation or warranty of any kind and with all faults and defects. The Lease is assigned to the AGFC subject to the easement rights described in Sections 13 and 14 of the Lease. This assignment does not transfer (and specifically reserves) any easement rights granted to or retained by Byner, as Lessor, under Sections 13 and 14 of the Lease. The AGFC has read and understands the Lease. The Lease is in full force and effect and no defaults have occurred under the Lease. The AGFC acknowledges and agrees that Reclamation has paid all rent due with respect to the Lease and that no rent will be paid to the AGFC and that the rent paid to Byner under the Lease will not be prorated between Byner and the AGFC. The assignment of Byner's interest in the Lease shall not effect or diminish Reclamation's rights under the Lease.

3. Periods Prior to and After the Effective Date. Byner, as Lessor under the Lease, shall be solely responsible for any action or inaction taken or omitted by Byner prior to the Effective Date, but Byner shall have no responsibility for any action or inaction taken by the AGFC as Lessor under the Lease after the Effective Date. From and after the Effective Date, the AGFC shall be solely responsible for any action or inaction taken or omitted by the AGFC with respect to the Lease or its obligations thereunder. The AGFC shall have no responsibility for any action or inaction taken by Byner as Lessor under the Lease prior to the Effective Date.

4. Reclamation Consent and Release. Reclamation has executed this Agreement for the sole purpose of consenting to, and Reclamation hereby consents to the assignment of the Lease to the AGFC, and releases Byner from the Lease, and Reclamation hereby releases Byner, from any obligations it may owe Reclamation under the Lease from and after the Effective Date of this Agreement. From and after the Effective Date, Reclamation agrees to look solely to the AGFC with respect to any obligations Lessor may owe Lessee under the Lease from and after the Effective Date. Reclamation agrees that it remains bound by the terms and conditions of the Lease.

5. Other Actions. Each of the Parties agrees to take any and all actions that may be necessary or appropriate to cause the assignment of the Lease to the AGFC and the assumption by the AGFC of Byner's obligations as Lessor under the Lease to be effected.

6. Conditions to Closing. The obligation of Byner to assign the Lease and of the AGFC to accept the assignment and assume Byner's obligations under the Lease, and the obligation of Reclamation to consent to the assignment of the Lease and release Byner from its obligations under the Lease from and after the Effective Date, shall be conditioned upon the occurrence of the following conditions:

(a) the conveyance of the Leased Premises to the AGFC shall have been effected by Byner by the recordation of quitclaim deeds in the counties of Mohave, Arizona and

La Paz, Arizona, pursuant to the terms and conditions of that certain Real Property Transfer and Donation Agreement dated \_\_\_\_\_, 20\_\_ (the "Donation Agreement");

(b) there shall be no suit, claim or litigation pending or threatened against any of the Parties with respect to the performance of any of the Parties under the Real Property Transfer and Donation Agreement, the Lease or this Agreement; and

(c) this Agreement shall have been approved by each Party's duly authorized governing body or authorized corporate officer, and such approval shall be in full force and effect and shall not have been modified or revoked.

7. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Byner, the Commission or Reclamation of any default under this Agreement shall be construed as a waiver of any preceding or succeeding default.

8. Attorneys' Fees. If any Party finds it necessary to bring any action at law or other proceeding against another Party to enforce any of the terms, covenants, or conditions hereof, or by reason of any default hereunder, the prevailing Party may seek to recover its reasonable attorneys' fees and costs of court in accordance with and to the extent permitted by Federal law, including the Equal Access to Justice Act, or Arizona law, as applicable, with the fees to be set by the court and not by a jury.

9. Exhibits. All exhibits to this Agreement are hereby incorporated into this Agreement by this reference.

10. Reservation of Rights. This Agreement does not include an assignment of Byner's rights under the covenant set forth in Section 5(d) of the Lease, and Byner specifically reserves its rights under such covenant and does not assign the same to the AGFC. The AGFC hereby agrees that this Agreement does not include or result in the transfer of Byner's rights under Section 5(d) of the Lease.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single, binding Agreement between and among all signatories thereto. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages may all be attached to a single instrument.

12. Successors and Assigns. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the AGFC, Byner and Reclamation, and their successors-in-ownership and assigns.

13. No Partnership and No Third Party Beneficiary. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other similar arrangement between Byner and the AGFC. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder. There are no third party beneficiaries of this Agreement.

14. Amendment. No change or additions may be made to this Agreement except by a written amendment executed by the Parties hereto.

15. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, federal law and the laws of the State of Arizona, as applicable.

16. Severability. In the event that any part of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remainder of the Agreement shall not be affected.

17. No Brokerage. The Parties represent and warrant each to the other that they have not dealt with any real estate broker or agent in connection with the transaction that is the subject matter of this Agreement.

[SIGNATURE BLOCKS APPEAR ON NEXT FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

“BYNER”

BYNER CATTLE COMPANY, a Nevada corporation

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

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

“AGFC”

ARIZONA GAME AND FISH COMMISSION, an agency of the State of Arizona

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

Title: Director

Approved as to form:

\_\_\_\_\_

“RECLAMATION”:

United States Department of the Interior, Bureau of Reclamation, Lower Colorado Region, for the sole purpose of agreeing to Section 4 hereof, and for no other purpose

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

Program Manager

Lower Colorado River Multi-Species Conservation Program

Bureau of Reclamation

## EXHIBIT G

### DISCLOSURE ITEMS

1. Phase I Environmental Site Assessment dated February 20, 2008, prepared by Clear Creek Associates.
2. Phase II Environmental Site Assessment dated January 28, 2009, prepared by SCS Engineers.
3. Phase III Environmental and Remediation Report dated June 2, 2009, prepared by SCS Engineers.
4. Updated Phase I Environmental Site Assessment dated \_\_\_\_\_, 2011, covering the Donation Property, prepared by SCS Engineers for Freeport and the City of Scottsdale.
5. Survey dated \_\_\_\_\_, prepared by \_\_\_\_\_.
6. Appraisal of the Planet Ranch in Mohave and La Paz Counties, Arizona. Planet Ranch Lease and Exchange. Prepared for: The Department of the Interior – Appraisal Services Directorate, dated May 28, 2008, Prepared by Charles J. Havranek and Gerald P. Halmbacher, Headquarters West, Ltd. (the “Appraisal”) and an update of the Appraisal dated \_\_\_\_\_, 20\_\_, for the same parties, prepared by the same appraisers.
7. A.R.S. Section 33-422 Affidavit.



**EXHIBIT G-1**

**AFFIDAVIT OF DISCLOSURE REQUIRED BY A.R.S. § 33-422**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affidavit of Disclosure

Pursuant to A.R.S. §33-422

I, \_\_\_\_\_ (seller(s)) being duly sworn, hereby make this affidavit of disclosure relating to the real property situated in the unincorporated area of:

\_\_\_\_\_, County, State of Arizona, located at:

\_\_\_\_\_ and legally described as:

(Legal description attached hereto as **Exhibit “1”**) (property).

1. There ( is ( is not . . . . legal access to the property, as defined in A.R.S. § 11-809 . . . . ( unknown

Explain: \_\_\_\_\_

2. There ( is ( is not . . . . physical access to the property. ( unknown

Explain: \_\_\_\_\_

3. There ( is ( is not . . . . a statement from a licensed surveyor or engineer available stating whether the property has physical access that is traversable by a two-wheel drive passenger motor vehicle.

4. The legal and physical access to the property ( is ( is not . . . . the same....( unknown ( not applicable.

Explain: \_\_\_\_\_

*If access to the parcel is not traversable by emergency vehicles, the county and emergency service providers may not be held liable for any damages resulting from the inability to traverse the access to provide needed services.*

5. The road(s) is/are ( publicly maintained ( privately maintained ( not maintained ( not applicable. If applicable, there ( is ( is not . . . . a recorded road maintenance agreement.

*If the roads are not publicly maintained, it is the responsibility of the property owner(s) to maintain the roads and roads that are not improved to county standards and accepted for maintenance are not the county's responsibility.*

6. A portion or all of the property ( is ( is not . . . . located in a FEMA designated regulatory floodplain. If the property is in a floodplain, it may be subject to floodplain regulation.

7. The property ( is ( is not subject to ( fissures or ( expansive soils. ( unknown

Explain: \_\_\_\_\_

8. The following services are currently provided to the property: ( water ( sewer ( electric ( natural gas ( single party telephone ( cable television services.

9. The property ( is ( is not . . . . served by a water supply that requires the transportation of water to the property.

10. The property is served by ( a private water company ( a municipal water provider ( a private well ( a shared well ( no well. If served by a shared well, the shared well ( is ( is not . . . . a public water system, as defined by the safe drinking water act (42 United States Code § 300f).

*Notice to buyer: If the property is served by a well, a private water company or a municipal water provider the Arizona department of water resources may not have made a water supply determination. For more information about water supply, contact the water provider.*

11. The property ( does have ( does not have . . . . an on-site wastewater treatment facility (i.e., standard septic or alternative system to treat and dispose of wastewater). ( unknown. If applicable: a) The property ( will ( will not . . . . require installation of an on-site wastewater treatment facility; b) The on-site wastewater treatment facility ( has ( has not been inspected.

12. The property ( has been ( has not been . . . . subject to a percolation test. ( unknown.

13. The property ( does ( does not . . . . meet the minimum applicable county zoning requirements of the applicable zoning designation.

14. The sale of the property ( does ( does not . . . . meet the requirements of A.R.S. § 11-809 regarding land divisions. If those requirements are not met, the property owner may not be able to obtain a building permit. The seller or property owner shall disclose each of the deficiencies to the buyer.

Explain: \_\_\_\_\_

15. The property ( is ( is not located in the clear zone of a military airport or ancillary military facility, as defined in A.R.S. § 28-8461. (Maps are available at the state real estate department's website.)

16. The property ( is ( is not located in the high noise or accident potential zone of a military airport or ancillary military facility, as defined in A.R.S. § 28-8461. (Maps are available at the state real estate department's website.)

17. Notice: If the property is located within the territory in the vicinity of a military airport or ancillary military facility, the property is required to comply with sound attenuation standards as prescribed by A.R.S. § 28-8482. (Maps are available at the state real estate department's website.)

18. The property ( is ( is not located under military restricted airspace. ( unknown. (Maps are available at the state real estate department's website.)

19. The property ( is ( is not located in a military electronics range as defined in A.R.S. sections 9-500.28 and 11-812. ( unknown. (Maps are available at the state real estate department's website.)

20. Use of the property ( is ( is not limited in any way relating to an encumbrance of title due to a lis pendens, a court order or a state real estate department order or a pending legal action. If the use of the property is limited due to an encumbrance of title, the seller or property owner shall disclose the limitations to the buyer.

Explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

This affidavit of disclosure supersedes any previously recorded affidavit of disclosure. I certify under penalty of perjury that the information contained in this affidavit is true, complete and correct according to my best belief and knowledge.

Dated this (date) day of (year) by:

Seller's name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Seller's name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

State of Arizona )

) ss.

County of \_\_\_\_\_)

Subscribed and sworn before me this (date) day of (year), by

\_\_\_\_\_.

\_\_\_\_\_  
Notary public

My AGFC expires:

(date)

Buyer(s) hereby acknowledges receipt of a copy of this affidavit of disclosure this (date) day of (year)

Buyer's name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Buyer's name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

EXHIBIT "1"  
(Legal Description)

Legislative Draft

## EXHIBIT H

### GRANT OF EASEMENT TO THE ARIZONA GAME AND FISH DEPARTMENT

#### WHEN RECORDED, RETURN TO:

FREEMPORT MINERALS CORPORATION  
Attention: Vice President, Land & Water Department  
333 North Central Avenue  
Phoenix, Arizona 85004

#### EASEMENT AGREEMENT FOR INGRESS AND EGRESS AND FOR ACCESS TO AND USE OF WATER FROM WELL SITES

DATE: \_\_\_\_\_, 2014

PARTIES: BYNER CATTLE COMPANY, a Nevada corporation (“**Byner**”), and the ARIZONA GAME AND FISH DEPARTMENT, an agency of the State of Arizona (“**AGFC**”). Byner and AGFC are sometimes collectively referred to herein as the “**Parties**,” and individually as a “**Party**.”

#### Recitals

A. Byner is the owner of the real property described in Exhibit 1 hereto (the “**Ranch Property**”) and AGFC is the owner of certain real property described in Exhibit 2 hereto (the “**Benefited Parcel**”). The United States Department of the Interior, Bureau of Reclamation, Lower Colorado Region (“**Reclamation**”), leases the Benefited Parcel from Byner pursuant to the terms of a Lease of Land for Restoration Activities Consistent With the Lower Colorado River Multi-Species Conservation Program (the “**Lease**”).

B. Byner has donated fee title to the Benefited Parcel to AGFC, subject to the Lease and this Easement. Byner wishes to allow AGFC access to certain roads on the Ranch Property to permit AGFC and its successors, assigns, lessees and invitees, to have access to the Benefited Parcel.

C. Byner also wishes to allow AGFC to have access to those certain well sites described in Exhibit 3 hereto (the “**Well Sites**”) and to allow AGFC to pump water from the Well Sites and to use any existing water lines or other water delivery systems on the Ranch Property that are connected to the Well Sites for the purpose of exercising the water rights described in Exhibit 4 hereto (the “**Water Rights**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## Agreement

1. Grant of Easement. Byner grants to AGFC: (i) a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from the Benefited Parcel, over existing roads, as shown on Exhibit 5 attached and incorporated herein, located (as such may be relocated from time to time) on specified portions of the Ranch Property; (ii) a non-exclusive right of ingress and egress to and from each of the Well Sites described in Exhibit 3; and (iii) a non-exclusive right to pump water from the Well Sites and to use any existing water lines or other water delivery infrastructure on the Ranch Property to deliver water from any Well Site to any part of the Benefited Parcel for purposes of exercising the Water Rights (the “**Easement**”). The Easement is granted subject to all matters of record affecting the Ranch Property. Byner makes no representations or warranties with respect to its ownership or rights in the Ranch Property. The easement rights granted under this Section 1 are appurtenant to the Benefited Parcel.

2. Byner’s Reservations. The right to use the Easement is not exclusive, and Byner specifically reserves the following rights:

(a) to use the Easement in common with AGFC’s rights hereunder;

(b) to grant others, including without limitation, Freeport Minerals Corporation, a Delaware corporation, and any other parent, subsidiary or affiliate entity of Byner, the right to use the Easement in common with Byner and AGFC so long as such uses do not materially interfere with the use of the Easement by AGFC;

(c) to use the Ranch Property (and to grant others the right to use the Ranch Property) for any purpose that does not materially interfere with AGFC’s use of the Easement; and

(d) to relocate the roads located on any portion of the Easement , provided that such relocation does not materially diminish the rights of AGFC to the use of the Easement as provided herein.

3. Maintenance. Byner and AGFC agree that the Easement shall create no obligation in either Party to maintain the Easement, but Byner and AGFC shall each have the right, but not the duty, to perform, at its sole expense, any maintenance necessary to assure the ability of either Party to obtain access to the Benefited Parcel. If any Party elects to perform any maintenance on the Easement, such maintenance shall be performed in a safe and workmanlike manner and shall not constitute a hazard or nuisance. Performance of maintenance on the Easement shall not materially obstruct or interfere with the rights of any other person entitled to use the Easement.

4. Maintenance of Well Sites. AGFC, at its sole expense, shall be solely responsible for maintaining any access to each of the Well Sites, and maintaining the wells, pumps, and any and all equipment or improvements necessary for pumping and delivery of water from any Well Site to Benefited Parcel. Any maintenance performed under this Section 4 shall be performed in a safe and workman like manner and shall not constitute a hazard or a nuisance. Performance of

maintenance under this Section shall not materially obstruct or interfere with the rights of Byner or any other person entitled to use the Easement, the Well Sites or the Ranch Property.

5. No Reliance. AGFC is entering into this Agreement and shall use the Easement based solely upon its inspection and investigation of all matters pertaining to the Ranch Property and the Easement, and not in reliance upon any representation, warranty or agreement of Byner, other than the agreements set forth herein. AGFC shall be solely responsible for any loss or damages suffered by Byner by reason of the action or inaction of AGFC, its successors, assignees, lessees or invitees in connection with the use of the Easement or activities conducted upon the Ranch Property or the Benefited Parcel.

6. Easement Runs with the Land. The provisions of this Agreement, including the benefits and burdens thereof, run with the land and inure to the benefit of the Parties hereto and their respective successors and assigns. Byner covenants and agrees that all of its interest in the portions of the Ranch Property on which the Easement is located shall be conveyed subject to the rights of AGFC under this Agreement.

7. Abandonment. If for any reason AGFC abandons the Easement, as evidenced by AGFC's intention to abandon the Easement or an overt act (or failure to act) by AGFC that demonstrates that AGFC neither retains nor claims any further interest in the Easement, the Easement shall terminate and cease to burden the Ranch Property.

8. Attorneys' Fees. If it becomes necessary for any Party to employ legal counsel or to bring an action at law or in equity or other proceedings to enforce any of the terms, conditions or covenants of this grant of easement, the prevailing Party may seek to recover its reasonable attorneys' fees and costs of court in accordance with and to the extent permitted by law, or as ordered by a court and not by a jury.

9. No Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of the Easement, or any portion of the Ranch Property, to the general public for any purpose whatsoever, and this Agreement shall be strictly limited to, and for the purposes stated herein.

10. Termination. This Easement shall terminate only if abandoned pursuant to Paragraph 7

[SIGNATURE BLOCKS APPEAR ON NEXT FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Easement for Ingress and Egress as of the day and year first above written.

“Byner”

BYNER CATTLE COMPANY, a Nevada corporation

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

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

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of BYNER CATTLE COMPANY, a Nevada corporation, on behalf of the Corporation.

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



“AGFC”

ARIZONA GAME AND FISH COMMISSION, an  
agency of the State of Arizona

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

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014,  
by \_\_\_\_\_, the \_\_\_\_\_ of ARIZONA GAME AND FISH  
COMMISSION, on behalf thereof.

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

## EXHIBIT 1

### LEGAL DESCRIPTION OF RANCH PROPERTY

#### Mohave County Fee Property

##### **PARCEL NO. 1:**

Lot 1, Section 31, Township 11 North, Range 15 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 64 of Deeds, page 599, records of Mohave County, Arizona.

##### **PARCEL NO. 2:**

The Southwest quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter of Section 16, Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT all mineral deposits and rights as reserved by State of Arizona in Deed recorded in Book 55 of Deeds, page 232, records of Mohave County, Arizona.

(The Southwest quarter of the Southwest quarter); and

EXCEPT all mineral deposits and rights as reserved by State of Arizona in Deed recorded in Book 54 of Deeds, page 548, records of Mohave County, Arizona.

(The Southwest quarter of the Southeast quarter)

##### **PARCEL NO. 3:**

The Northwest quarter of the Southwest quarter, and the Southwest quarter of the Northeast quarter, and the South half of the Northwest quarter of Section 25;

The North half of the North half of Section 27; and The West half of the Northeast quarter and the Northwest quarter of Section 29 ALL in Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT oil, gas, coal and minerals as reserved in Deed recorded in Book 59 of Deeds, page 41, records of Mohave County, Arizona.

##### **PARCEL NO. 4:**

The Southeast quarter of Southwest quarter of Section 16; Section 20;  
Section 28, except the West half of the Northwest quarter:

Lots 1, 2, and 3;

East half of Northeast quarter;

East half of Northwest quarter;

Northeast quarter of Southwest quarter of Section 30;

ALL in Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT 1/16<sup>th</sup> of all oil, gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

**PARCEL NO. 5:**

Those portions of the North half; and  
The Northeast quarter of the Southeast quarter of Section 32; and of Sections 34 and 36,  
Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, lying in  
Mohave County, Arizona;

EXCEPT 1/16<sup>th</sup> of all oil, gases, and other hydrocarbon substances, coal, stone, metals,  
minerals, fossils and fertilizer of every name and description and except all materials which may  
be essential to production of fissionable material as reserved in Arizona Revised Statutes.

**PARCEL NO. 6:**

Section 21;  
The Northeast quarter of Southwest quarter; Northwest quarter of Southeast quarter; and South  
half of South half of Section 25;  
The South half of South half of Section 26;  
The South half and the South half of North half of Section 27;  
The West half of Northwest quarter of Section 28;  
The East half of East half; Northwest quarter of Southeast quarter; and North half of Southwest  
quarter of Section 29;  
The North half of Lot 4, West half of Northeast quarter; North half of Southeast quarter; North  
half of Southwest quarter of Southeast quarter; North half of Southeast quarter of Southwest  
quarter of Section 30;  
ALL in Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian,  
Mohave County, Arizona;

EXCEPT oil, gas, coal and minerals as reserved in Deed recorded in Book 64 of Deeds,  
page 599, records of Mohave County, Arizona.

**PARCEL NO. 7:**

Those portions of the Northwest quarter of Southeast quarter of Section 32; and Sections 33 and  
35, Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, lying in  
Mohave County, Arizona;

EXCEPT oil, gas, coal and minerals as reserved in Deed recorded in Book 64 of Deeds,  
page 599, records of Mohave County, Arizona.

**PARCEL NO. 8:**

The Southeast quarter; East half of Southwest quarter; Southwest quarter of Northeast quarter;  
and Southeast quarter of Northwest quarter of Section 26, Township 13 North, Range 16 West of  
the Gila and Salt River Base and Meridian, Mohave County, Arizona.

La Paz County Fee Property

**PARCEL NO. 1:**

That portion of the South half of Lot 2;

All of Lots 3 and 4;  
The South half of the Southeast quarter of the Northwest quarter; and  
The South half of the South half of the Northeast quarter of Section  
31, Township 11 North, Range 16 West of the Gila and Salt River Base  
and Meridian, lying in La Paz County, Arizona.

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded  
in Docket 57, page 310, records of Yuma County, Arizona.

**PARCEL NO. 2:**

Those Portions of:

Lot 1;

The North half;

The Southeast quarter;

The North half of the Southwest quarter;

The North half of the Southeast quarter of the Southwest quarter;

The Southeast quarter of the Southeast quarter of the Southwest quarter  
of Section 32, Township 11 North, Range 16 West of the Gila and Salt  
River Base and Meridian, lying in La Paz County, Arizona.

EXCEPT that portion of the Southwest quarter of Section 32, Township  
11 North, Range 16 West of the Gila and Salt River Base and Meridian,  
La Paz County, Arizona, described as follows:

BEGINNING at the South quarter corner of Section 32;  
thence West along the South line of Section 32, a distance of 1270.58  
feet to the TRUE POINT OF BEGINNING;  
thence North 634.31 feet;  
thence South 76° 41' 15" West, 94.09 feet to the Southeasterly line  
of the Planet Ranch Road;  
thence along said line South 28° 33' West, 101.23 feet;  
thence Southwesterly 250.25 feet through an angle of 54° 22', along  
a tangent curve concave to the Northwest, having a radius of  
263.73 feet to a point of tangency from which a radial line  
bears North 7° 05' West;  
thence South 82° 55' West, 96.52 feet;  
thence Westerly, 184.42 feet through an angle of 17° 40' 14" along  
a tangent curve concave to the North having a radius of 597.96  
feet to a point of tangency from which a radial line bears  
North 10° 35' 14" East;  
thence North 79° 24' 46" West, 260.38 feet;  
thence leaving the Southwesterly line of said Planet Ranch Road,  
South 429.61 feet to the South line of Section 32;  
thence along said line East 874.42 feet to the TRUE POINT OF  
BEGINNING;

EXCEPT that portion of the Southwest quarter of Section 32, Township  
11 North, Range 16 West of the Gila and Salt River Base and Meridian,  
La Paz County, Arizona, described as follows:

BEGINNING at the South quarter corner of Section 32;

thence West along the South line of Section 32, a distance of  
610.58 feet to the TRUE POINT OF BEGINNING;  
thence along said line West 660.00 feet;  
thence North 634.31 feet;  
thence South 76° 41' 15" West, 214.08 feet;  
thence North 13° 18' 45" West, 25.00 feet;  
thence North 76° 41' 15" East, 220.00 feet;  
thence East 660.00 feet;  
thence South 660.00 feet to the TRUE POINT OF BEGINNING; and  
EXCEPT that portion of the Southwest quarter of Section 32, Township  
11 North, Range 16 West of the Gila and Salt River Base and Meridian,  
La Paz County, Arizona, described as follows:

BEGINNING at the South quarter Section corner of Section 32;  
thence between Sections 32 and 5, West, 610.58 feet;  
thence North 660.00 feet;  
thence East 610.58 feet;  
thence South 660.00 feet to the TRUE POINT OF BEGINNING.

EXCEPT 1/16th of all oil, gases, and other hydrocarbon substances,  
coal, stone, metals, minerals, fossils and fertilizer of every name  
and description and except all materials which may be essential  
to production of fissionable material as reserved in Arizona Revised  
Statutes.

**PARCEL NO. 3:**

Those portions of Sections 33, 34, 35 and 36, Township 11 North,  
Range 16 West of Gila and Salt River Base and Meridian, lying  
in La Paz County, Arizona.

EXCEPT 1/16th of all oil, gases and other hydrocarbon substances,  
coal, stone, metals, minerals, fossils and fertilizer of every name  
and description and except all materials which may be essential  
to production of fissionable material as reserved in Arizona Revised  
Statutes; (Sections 34 and 36) and

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded  
in Docket 57, page 310, records of Yuma County, Arizona. (Sections 33  
and 35)

**PARCEL NO. 4:**

The North half of the North half of Section 3;  
The North half of the North half of Section 4;  
The North half of the Northeast quarter of Section 5, Township 10  
North, Range 16 West of the Gila and Salt River Base and Meridian,  
La Paz County, Arizona.

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded  
in Book 102 of Deeds, page 564, records of Yuma County, Arizona;

(Section 3) and

EXCEPT all oil and gas as reserved in Patent from United States  
of America. (Sections 4 and 5)

Legislative Draft

**PLANET RANCH LEGAL DESCRIPTION SUMMARY**

<b><u>Deeded Fee Property</u></b>	<b><u>Acres (Acs)</u></b>
T11N R15 W	
Section 31:    Lot 1 (37.91 Acs)	37.91
T11N R 16W	
Section 16:    S1/2 SW1/4, SW1/4 SE1/4	120.00
Section 20:    All	640.00
Section 21:    All	640.00
Section 25:    SW1/4, S1/2 NW1/4, W1/2 SE1/4, SE1/4 SE1/4, SW1/4 NE1/4	400.00
Section 26:    S1/2 S1/2	160.00
Section 27:    All	640.00
Section 28:    All	640.00
Section 29:    N1/2, N1/2 S1/2, SE1/4 SE1/4	520.00
Section 30:    Lot 1 (37.75 Acs) Lot 2 (37.81 Acs) Lot 3 (37.87 Acs) Lot 4-N1/2 (18.96 Acs), NE1/4, E1/2 NW1/4, NE1/4 SW1/4, N1/2 SE1/4 SW1/4, N1/2 SE1/4 N1/2 SW1/4 SE1/4	532.39
Section 31:    Lot 2-S1/2 (18.99 Acs) Lot 3 (38.00 Acs) Lot 4 (40.43), S1/2 SE1/4 NW1/4, S1/2 S1/2 NE1/4	157.42
Section 32:    N1/2, SE1/4, N1/2 SW1/4 N1/2 SE1/4 SW1/4, SE1/4 SE1/4 SW1/4 and Lot 1 (partial)	621.01
Section 33:    All	640.00
Section 34:    All	640.00
Section 35:    All	640.00
Section 36:    All	640.00
T13N R16W	
Section 26:    SE1/4, E1/2 SW1/4, SW1/4 NE1/4, SE1/4 NW1/4	320.00
T10N R16W	
Section 3:    N1/2 N1/2	160.00
Section 4:    N1/2 N1/2	160.00
Section 5:    N1/2 NE1/4	80.00

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8,388.73 Acs

**But excluding the following real property:**

MOHAVE COUNTY  
(PARCELS 1 THROUGH 5)

PARCEL NO. 1:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 2:

ALL OF SECTIONS 32 AND 34 TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 3:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 4:

ALL OF SECTIONS 33 AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 5:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

LA PAZ COUNTY  
(PARCELS 6 THROUGH 9)



PARCEL NO. 6:

THAT PORTION OF THE SOUTH HALF (S1/2) OF LOT TWO (2), ALL OF LOTS THREE (3) AND FOUR (4), THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (S1/2 OF SE1/4 OF NW1/4) AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 OF S1/2 OF NE1/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57, OF DOCKETS, PAGE 310.

PARCEL NO. 7:

ALL OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT ANY PART OF SECTION 32 LYING WITHIN THE COPPER HILL MINING CLAIM AS SHOWN ON THE PLAT OF MINERAL SURVEY NUMBER 2675;

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32;

THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 634.31 FEET;

THENCE SOUTH 76°41'15" WEST A DISTANCE OF 94.09 FEET TO THE SOUTHEASTERLY LINE OF THE PLANET RANCH ROAD;

THENCE ALONG SAID LINE SOUTH 28°33' WEST A DISTANCE OF 101.23 FEET;

THENCE SOUTHWESTERLY 250.25 FEET THROUGH AN ANGLE OF 54°22', ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 263.73 FEET TO A POINT OF TANGENCY, FROM WHICH A RADIAL LINE BEARS NORTH 07°05' WEST;

THENCE SOUTH 82°55' WEST A DISTANCE OF 96.52 FEET;

THENCE WESTERLY 184.42 FEET THROUGH AN ANGLE OF 17°40'14" ALONG A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 597.96 FEET TO A POINT OF TANGENCY FROM WHICH A RADIAL LINE BEARS NORTH 10°35'14" EAST;

THENCE NORTH 79°24'46" WEST A DISTANCE OF 260.38 FEET;

THENCE LEAVING THE SOUTHWESTERLY LINE OF SAID PLANET RANCH ROAD, SOUTH A DISTANCE OF 429.61 FEET TO THE SOUTH LINE OF SAID SECTION 32;

THENCE SOUTH ALONG SAID SOUTH LINE EAST A DISTANCE OF 874.42 FEET MORE OR LESS BACK TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 32;  
THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET;  
THENCE NORTH A DISTANCE OF 634.31 FEET;  
THENCE SOUTH 76°41'15" WEST A DISTANCE OF 214.08 FEET;  
THENCE NORTH 13°18'45" WEST A DISTANCE OF 25.00 FEET;  
THENCE NORTH 76°41'15" EAST A DISTANCE OF 220.00 FEET;  
THENCE EAST A DISTANCE OF 1270.58 FEET;  
THENCE SOUTH A DISTANCE OF 660.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL NO. 8:

THOSE PORTIONS OF SECTIONS 33, 34, AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD. (SECTION 34)

ALSO EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57 OF DOCKETS, PAGE 310. (SECTION 33 AND 35)

PARCEL NO. 9:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD.

**EXHIBIT 2**  
**BENEFITED PARCEL LEGAL DESCRIPTION**

MOHAVE COUNTY  
(PARCELS 1 THROUGH 5)

PARCEL NO. 1:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 2:

ALL OF SECTIONS 32 AND 34 TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 3:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 4:

ALL OF SECTIONS 33 AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 5:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

LA PAZ COUNTY  
(PARCELS 6 THROUGH 9)

PARCEL NO. 6:

THAT PORTION OF THE SOUTH HALF (S1/2) OF LOT TWO (2), ALL OF LOTS THREE (3) AND FOUR (4), THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (S1/2 OF SE1/4 OF NW1/4) AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 OF S1/2 OF NE1/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57, OF DOCKETS, PAGE 310.

PARCEL NO. 7:

ALL OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT ANY PART OF SECTION 32 LYING WITHIN THE COPPER HILL MINING CLAIM AS SHOWN ON THE PLAT OF MINERAL SURVEY NUMBER 2675;

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32;

THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 634.31 FEET;

THENCE SOUTH  $76^{\circ}41'15''$  WEST A DISTANCE OF 94.09 FEET TO THE SOUTHEASTERLY LINE OF THE PLANET RANCH ROAD;

THENCE ALONG SAID LINE SOUTH  $28^{\circ}33'$  WEST A DISTANCE OF 101.23 FEET;

THENCE SOUTHWESTERLY 250.25 FEET THROUGH AN ANGLE OF  $54^{\circ}22'$ , ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 263.73 FEET TO A POINT OF TANGENCY, FROM WHICH A RADIAL LINE BEARS NORTH  $07^{\circ}05'$  WEST;

THENCE SOUTH  $82^{\circ}55'$  WEST A DISTANCE OF 96.52 FEET;

THENCE WESTERLY 184.42 FEET THROUGH AN ANGLE OF  $17^{\circ}40'14''$  ALONG A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 597.96 FEET TO A POINT OF TANGENCY FROM WHICH A RADIAL LINE BEARS NORTH  $10^{\circ}35'14''$  EAST;

THENCE NORTH  $79^{\circ}24'46''$  WEST A DISTANCE OF 260.38 FEET;

THENCE LEAVING THE SOUTHWESTERLY LINE OF SAID PLANET RANCH ROAD, SOUTH A DISTANCE OF 429.61 FEET TO THE SOUTH LINE OF SAID SECTION 32;

THENCE SOUTH ALONG SAID SOUTH LINE EAST A DISTANCE OF 874.42 FEET MORE OR LESS BACK TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 32;  
THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET;  
THENCE NORTH A DISTANCE OF 634.31 FEET;  
THENCE SOUTH 76°41'15" WEST A DISTANCE OF 214.08 FEET;  
THENCE NORTH 13°18'45" WEST A DISTANCE OF 25.00 FEET;  
THENCE NORTH 76°41'15" EAST A DISTANCE OF 220.00 FEET;  
THENCE EAST A DISTANCE OF 1270.58 FEET;  
THENCE SOUTH A DISTANCE OF 660.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL NO. 8:

THOSE PORTIONS OF SECTIONS 33, 34, AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD. (SECTION 34)

ALSO EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57 OF DOCKETS, PAGE 310. (SECTION 33 AND 35)

PARCEL NO. 9:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD.

**EXHIBIT 3**

**DESCRIPTION OF THE WELL SITES**

<b>Legal Description</b>	<b>Cadastral Location</b>	<b>WELL REGISTRATION NUMBER</b>
SW ¼ NE ¼ SE ¼ Section 29, T11N, R16W	(B-11-16)29dac	55-619411
NW ¼ SW ¼ SE ¼ Section 25, T11N, R16W	(B-11-16)25dcb	55-619409

**EXHIBIT 4**

**DESCRIPTION OF THE WATER RIGHTS**

<b>ADWR Application/Certificate No.</b>	<b>Priority Date</b>	<b>Annual Volume (Diversion Rate) (6.0 acre-feet/acre/year)</b>	<b>Water Right Acres</b>
A4643 / 3270	March 5, 1963	660	110
A4939 / 3903	June 3, 1971	960	160
33-28672 / 28672	June 25, 1974	471	78.5
33-28673 / 28672	June 25, 1974	600	100
A4644 / 3281	March 5, 1963	1,290	215
33-28677 / 28672	June 25, 1974	1,560	260
<b>Total</b>		<b>5,541</b>	<b>923.5</b>

**EXHIBIT 5**

**EXISTING ROADS ON RANCH PROPERTY  
SUBJECT TO EASEMENT FOR INGRESS AND EGRESS**

Legislative Draft



**EXHIBIT I**

**Section 4(a)(6) Claims of Which Freeport Has Notice**

Legislative Draft

**EXHIBIT J**

**GRANT OF EASEMENT TO BYNER OVER THE DONATION PROPERTY**

**WHEN RECORDED, RETURN TO:**

FREEMPORT MINERALS CORPORATION  
Attention: Director, Land & Water Department  
333 North Central Avenue  
Phoenix, Arizona 85004

**EASEMENT AGREEMENT FOR INGRESS AND EGRESS**

DATE: \_\_\_\_\_, 20\_\_

PARTIES: BYNER CATTLE COMPANY, a Nevada corporation (“**Byner**”), and the ARIZONA GAME AND FISH DEPARTMENT, an agency of the State of Arizona (“**AGFC**”). Byner and AGFC are sometimes collectively referred to herein as the “**Parties**,” and individually as a “**Party**.”

**Recitals**

A. AGFC is the owner of the real property described in Exhibit 1 hereto (the “**Donation Property**”). Reclamation holds a leasehold tenancy on the Donation Property pursuant to that certain Planet Ranch Lease Agreement dated \_\_\_\_\_, 20\_\_, by and between Byner, as predecessor-in-interest to AGFC, and Reclamation (the “**Lease**”). The Lease reserves in favor of Byner, its successors and assigns, and the Benefited Parcel (as defined below) certain access and other rights.

B. Byner is the owner of certain real property described in Exhibit 2 hereto (the “**Benefited Parcel**”). AGFC wishes to allow Byner access to certain roads on the Donation Property to permit Byner and its successors, assigns, lessees and invitees, to have access to the Benefited Parcel, and Reclamation wishes to confirm and consent to such access and other rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Agreement**

1. Grant of Easement. AGFC grants to Byner, as an easement appurtenant to the Benefited Parcel, a perpetual, non-exclusive easement, subject to Sections 6 and 9 below, over and through the Donation Property for the benefit of Byner, its parent, Freeport Minerals Corporation (“**Freeport**”), a Delaware corporation, and any other subsidiary or affiliate of either, for the purposes of: (i) vehicular and pedestrian ingress and egress to and from the Benefited Parcel over existing roads located on any portion of the Donation Property, (ii) improvement, maintenance and repair of the Donation

Property as provided in Section 3, and (iii) maintenance and inspection of, and for the conduct of work on, those portions of the Benefited Parcel adjoining any portion of the Donation Property (collectively, the “**Easement**”). Reclamation hereby consents and agrees to AGFC’s grant of the Easement to Byner. The Easement is subject to all matters of record affecting the Donation Property and to any matters that could be discovered by an inspection or survey of the Donation Property.

2. AGFC’s Rights. Byner’s right to use the Easement is not exclusive, and AGFC has the right:

(a) to use the Easement in common with Byner’s and Freeport’s rights hereunder;

(b) to grant others the right to use the Easement in common with AGFC and Byner and Freeport, so long as such use does not materially interfere with Byner’s and Freeport’s use of the Easement; and

(c) to use the Donation Property (and to grant others the right to use the Donation Property) for any purpose that does not materially interfere with Byner’s and Freeport’s use of the Easement.

3. Maintenance. AGFC and Byner agree that the Easement shall create no obligation in either Party to maintain the Easement, but Byner and AGFC shall each have the right, but not the duty, to perform, at its sole expense, any maintenance necessary to assure the ability of either Party to obtain access to and from the Benefited Parcel or the Donation Property. If any Party elects to perform any maintenance on the Easement, such maintenance shall be performed in a safe and workmanlike manner and shall not constitute a hazard or nuisance. Performance of maintenance on the Easement shall not materially obstruct or interfere with the rights of any other person or party entitled to use the Easement.

4. No Reliance. Byner is entering into this Agreement and shall use the Easement based solely upon Byner’s inspection and investigation of all matters pertaining to the Donation Property and the Easement, and not in reliance upon any representation, warranty or agreement of AGFC, other than the agreements set forth herein. Byner shall be solely responsible for any loss or damages suffered by AGFC by reason of the action or inaction of Byner, its successors, assignees, lessees or invitees in connection with use of the Easement.

5. Easement Runs with the Land. The provisions of this Agreement, including the benefits and burdens thereof, run with the land and inure to the benefit of the Parties hereto and their respective successors and assigns. AGFC covenants and agrees that all of its interest in the portions of the Donation Property on which the Easement is located shall be conveyed subject to the rights of Byner and Freeport under this Agreement.

6. Abandonment. If for any reason Byner abandons the Easement, as evidenced by Byner’s written intention to abandon the Easement or an overt act (or

failure to act) by Byner that demonstrates that Byner neither retains nor claims any further interest in the Easement, the Easement shall terminate and cease to burden the Donation Property.

7. Attorneys' Fees. If it becomes necessary for any Party to employ legal counsel or to bring an action at law or in equity or other proceedings to enforce any of the terms, conditions or covenants of this grant of easement, the prevailing Party may seek to recover its reasonable attorneys' fees and costs of court in accordance with and to the extent permitted by federal law, including the Equal Access to Justice Act, and the laws of the State of Arizona, as applicable, or as ordered by a court, and not by a jury.

8. No Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of the Easement or any portion of the Donation Property, to the general public for any purpose whatsoever, and this agreement shall be strictly limited to, and for the purposes stated herein.

9. Termination. This Easement shall terminate only if abandoned pursuant to Paragraph 6.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement for Ingress, Egress and Signage as of the day and year first above written.

“Byner”

BYNER CATTLE COMPANY, a Nevada corporation

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

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

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of BYNER CATTLE COMPANY, a Nevada corporation, on behalf of the Corporation.

Notary Public

\_\_\_\_\_

Legislative Draft

“AGFC”

ARIZONA GAME AND FISH  
COMMISSION, an agency of the State of  
Arizona

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

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_,  
2014, by \_\_\_\_\_, the \_\_\_\_\_ of ARIZONA GAME AND  
FISH COMMISSION, on behalf thereof.

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

Legislative Draft

IN WITNESS WHEREOF, Reclamation has consented and agreed to this Easement Agreement for Ingress, Egress and Signage as of the day and year first above written.

“RECLAMATION”

United States Department of the Interior,  
Bureau of Reclamation, Lower Colorado  
Region

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

Its: \_\_\_\_\_

Program Manager  
Lower Colorado River Multi-Species  
Conservation Program  
Bureau of Reclamation

Approved as to form:

\_\_\_\_\_

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of the United States  
Department of the Interior, Bureau of Reclamation, Lower Colorado Region, on behalf  
thereof.

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

Exhibit 1  
LEGAL DESCRIPTION OF EASEMENT PARCEL

MOHAVE COUNTY  
(PARCELS 1 THROUGH 5)

PARCEL NO. 1:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 2:

ALL OF SECTIONS 32 AND 34 TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 3:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 4:

ALL OF SECTIONS 33 AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 5:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

LA PAZ COUNTY  
(PARCELS 6 THROUGH 9)



PARCEL NO. 6:

THAT PORTION OF THE SOUTH HALF (S1/2) OF LOT TWO (2), ALL OF LOTS THREE (3) AND FOUR (4), THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (S1/2 OF SE1/4 OF NW1/4) AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S1/2 OF S1/2 OF NE1/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57, OF DOCKETS, PAGE 310.

PARCEL NO. 7:

ALL OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT ANY PART OF SECTION 32 LYING WITHIN THE COPPER HILL MINING CLAIM AS SHOWN ON THE PLAT OF MINERAL SURVEY NUMBER 2675;

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32;

THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 634.31 FEET;

THENCE SOUTH 76°41'15" WEST A DISTANCE OF 94.09 FEET TO THE SOUTHEASTERLY LINE OF THE PLANET RANCH ROAD;

THENCE ALONG SAID LINE SOUTH 28°33' WEST A DISTANCE OF 101.23 FEET;

THENCE SOUTHWESTERLY 250.25 FEET THROUGH AN ANGLE OF 54°22', ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 263.73 FEET TO A POINT OF TANGENCY, FROM WHICH A RADIAL LINE BEARS NORTH 07°05' WEST;

THENCE SOUTH 82°55' WEST A DISTANCE OF 96.52 FEET;

THENCE WESTERLY 184.42 FEET THROUGH AN ANGLE OF 17°40'14" ALONG A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 597.96 FEET TO A POINT OF TANGENCY FROM WHICH A RADIAL LINE BEARS NORTH 10°35'14" EAST;

THENCE NORTH 79°24'46" WEST A DISTANCE OF 260.38 FEET;

THENCE LEAVING THE SOUTHWESTERLY LINE OF SAID PLANET RANCH ROAD, SOUTH A DISTANCE OF 429.61 FEET TO THE SOUTH LINE OF SAID SECTION 32;

THENCE SOUTH ALONG SAID SOUTH LINE EAST A DISTANCE OF 874.42 FEET MORE OR LESS BACK TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 32;  
THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET;  
THENCE NORTH A DISTANCE OF 634.31 FEET;  
THENCE SOUTH 76°41'15" WEST A DISTANCE OF 214.08 FEET;  
THENCE NORTH 13°18'45" WEST A DISTANCE OF 25.00 FEET;  
THENCE NORTH 76°41'15" EAST A DISTANCE OF 220.00 FEET;  
THENCE EAST A DISTANCE OF 1270.58 FEET;  
THENCE SOUTH A DISTANCE OF 660.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL NO. 8:

THOSE PORTIONS OF SECTIONS 33, 34, AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD. (SECTION 34)

ALSO EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57 OF DOCKETS, PAGE 310. (SECTION 33 AND 35)

PARCEL NO. 9:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD.

EXHIBIT 2

LEGAL DESCRIPTION OF BENEFITED PARCEL

Mohave County Fee Property

**PARCEL NO. 1:**

Lot 1, Section 31, Township 11 North, Range 15 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 64 of Deeds, page 599, records of Mohave County, Arizona.

**PARCEL NO. 2:**

The Southwest quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter of Section 16, Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT all mineral deposits and rights as reserved by State of Arizona in Deed recorded in Book 55 of Deeds, page 232, records of Mohave County, Arizona.  
(The Southwest quarter of the Southwest quarter); and

EXCEPT all mineral deposits and rights as reserved by State of Arizona in Deed recorded in Book 54 of Deeds, page 548, records of Mohave County, Arizona.  
(The Southwest quarter of the Southeast quarter)

**PARCEL NO. 3:**

The Northwest quarter of the Southwest quarter, and the Southwest quarter of the Northeast quarter, and the South half of the Northwest quarter of Section 25;

The North half of the North half of Section 27; and The West half of the Northeast quarter and the Northwest quarter of Section 29 ALL in Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT oil, gas, coal and minerals as reserved in Deed recorded in Book 59 of Deeds, page 41, records of Mohave County, Arizona.

**PARCEL NO. 4:**

The Southeast quarter of Southwest quarter of Section 16; Section 20;  
Section 28, except the West half of the Northwest quarter:

Lots 1, 2, and 3;

East half of Northeast quarter;

East half of Northwest quarter;

Northeast quarter of Southwest quarter of Section 30;

ALL in Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT 1/16<sup>th</sup> of all oil, gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

**PARCEL NO. 5:**

Those portions of the North half; and

The Northeast quarter of the Southeast quarter of Section 32; and of Sections 34 and 36, Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, lying in Mohave County, Arizona;

EXCEPT 1/16<sup>th</sup> of all oil, gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

**PARCEL NO. 6:**

Section 21;

The Northeast quarter of Southwest quarter; Northwest quarter of Southeast quarter; and South half of South half of Section 25;

The South half of South half of Section 26;

The South half and the South half of North half of Section 27;

The West half of Northwest quarter of Section 28;

The East half of East half; Northwest quarter of Southeast quarter; and North half of Southwest quarter of Section 29;

The North half of Lot 4, West half of Northeast quarter; North half of Southeast quarter; North half of Southwest quarter of Southeast quarter; North half of Southeast quarter of Southwest quarter of Section 30;

ALL in Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT oil, gas, coal and minerals as reserved in Deed recorded in Book 64 of Deeds, page 599, records of Mohave County, Arizona.

**PARCEL NO. 7:**

Those portions of the Northwest quarter of Southeast quarter of Section 32; and Sections 33 and 35, Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, lying in Mohave County, Arizona;

EXCEPT oil, gas, coal and minerals as reserved in Deed recorded in Book 64 of Deeds, page 599, records of Mohave County, Arizona.

**PARCEL NO. 8:**

The Southeast quarter; East half of Southwest quarter; Southwest quarter of Northeast quarter; and Southeast quarter of Northwest quarter of Section 26, Township 13 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

La Paz County Fee Property

**PARCEL NO. 1:**

That portion of the South half of Lot 2;  
All of Lots 3 and 4;  
The South half of the Southeast quarter of the Northwest quarter; and  
The South half of the South half of the Northeast quarter of Section  
31, Township 11 North, Range 16 West of the Gila and Salt River Base  
and Meridian, lying in La Paz County, Arizona.

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded  
in Docket 57, page 310, records of Yuma County, Arizona.

**PARCEL NO. 2:**

Those Portions of:

Lot 1;

The North half;

The Southeast quarter;

The North half of the Southwest quarter;

The North half of the Southeast quarter of the Southwest quarter;

The Southeast quarter of the Southeast quarter of the Southwest quarter  
of Section 32, Township 11 North, Range 16 West of the Gila and Salt  
River Base and Meridian, lying in La Paz County, Arizona.

EXCEPT that portion of the Southwest quarter of Section 32, Township  
11 North, Range 16 West of the Gila and Salt River Base and Meridian,  
La Paz County, Arizona, described as follows:

BEGINNING at the South quarter corner of Section 32;

thence West along the South line of Section 32, a distance of 1270.58  
feet to the TRUE POINT OF BEGINNING;

thence North 634.31 feet;

thence South 76° 41' 15" West, 94.09 feet to the Southeasterly line  
of the Planet Ranch Road;

thence along said line South 28° 33' West, 101.23 feet;

thence Southwesterly 250.25 feet through an angle of 54° 22', along  
a tangent curve concave to the Northwest, having a radius of  
263.73 feet to a point of tangency from which a radial line  
bears North 7° 05' West;

thence South 82° 55' West, 96.52 feet;

thence Westerly, 184.42 feet through an angle of 17° 40' 14" along  
a tangent curve concave to the North having a radius of 597.96  
feet to a point of tangency from which a radial line bears  
North 10° 35' 14" East;

thence North 79° 24' 46" West, 260.38 feet;

thence leaving the Southwesterly line of said Planet Ranch Road,  
South 429.61 feet to the South line of Section 32;

thence along said line East 874.42 feet to the TRUE POINT OF  
BEGINNING;

EXCEPT that portion of the Southwest quarter of Section 32, Township  
11 North, Range 16 West of the Gila and Salt River Base and Meridian,  
La Paz County, Arizona, described as follows:

BEGINNING at the South quarter corner of Section 32;  
thence West along the South line of Section 32, a distance of  
610.58 feet to the TRUE POINT OF BEGINNING;  
thence along said line West 660.00 feet;  
thence North 634.31 feet;  
thence South 76° 41' 15" West, 214.08 feet;  
thence North 13° 18' 45" West, 25.00 feet;  
thence North 76° 41' 15" East, 220.00 feet;  
thence East 660.00 feet;  
thence South 660.00 feet to the TRUE POINT OF BEGINNING; and  
EXCEPT that portion of the Southwest quarter of Section 32, Township  
11 North, Range 16 West of the Gila and Salt River Base and Meridian,  
La Paz County, Arizona, described as follows:

BEGINNING at the South quarter Section corner of Section 32;  
thence between Sections 32 and 5, West, 610.58 feet;  
thence North 660.00 feet;  
thence East 610.58 feet;  
thence South 660.00 feet to the TRUE POINT OF BEGINNING.

EXCEPT 1/16th of all oil, gases, and other hydrocarbon substances,  
coal, stone, metals, minerals, fossils and fertilizer of every name  
and description and except all materials which may be essential  
to production of fissionable material as reserved in Arizona Revised  
Statutes.

**PARCEL NO. 3:**

Those portions of Sections 33, 34, 35 and 36, Township 11 North,  
Range 16 West of Gila and Salt River Base and Meridian, lying  
in La Paz County, Arizona.

EXCEPT 1/16th of all oil, gases and other hydrocarbon substances,  
coal, stone, metals, minerals, fossils and fertilizer of every name  
and description and except all materials which may be essential  
to production of fissionable material as reserved in Arizona Revised  
Statutes; (Sections 34 and 36) and

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded  
in Docket 57, page 310, records of Yuma County, Arizona. (Sections 33  
and 35)

**PARCEL NO. 4:**

The North half of the North half of Section 3;  
The North half of the North half of Section 4;  
The North half of the Northeast quarter of Section 5, Township 10  
North, Range 16 West of the Gila and Salt River Base and Meridian,  
La Paz County, Arizona.

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded  
in Book 102 of Deeds, page 564, records of Yuma County, Arizona;  
(Section 3) and

EXCEPT all oil and gas as reserved in Patent from United States  
of America. (Sections 4 and 5)

**PLANET RANCH LEGAL DESCRIPTION SUMMARY**

<b><u>Deeded Fee Property</u></b>	<b><u>Acres</u></b>
<b><u>(Acs)</u></b>	
T11N R15 W	
Section 31:    Lot 1 (37.91 Acs)	37.91
T11N R 16W	
Section 16:    S1/2 SW1/4, SW1/4 SE1/4	120.00
Section 20:    All	640.00
Section 21:    All	640.00
Section 25:    SW1/4, S1/2 NW1/4, W1/2 SE1/4, SE1/4 SE1/4, SW1/4 NE1/4	400.00
Section 26:    S1/2 S1/2	160.00
Section 27:    All	640.00
Section 28:    All	640.00
Section 29:    N1/2, N1/2 S1/2, SE1/4 SE1/4	520.00
Section 30:    Lot 1 (37.75 Acs) Lot 2 (37.81 Acs) Lot 3 (37.87 Acs) Lot 4-N1/2 (18.96 Acs), NE1/4, E1/2 NW1/4, NE1/4 SW1/4, N1/2 SE1/4 SW1/4, N1/2 SE1/4 N1/2 SW1/4 SE1/4	532.39
Section 31:    Lot 2-S1/2 (18.99 Acs) Lot 3 (38.00 Acs) Lot 4 (40.43), S1/2 SE1/4 NW1/4, S1/2 S1/2 NE1/4	157.42
Section 32:    N1/2, SE1/4, N1/2 SW1/4 N1/2 SE1/4 SW1/4, SE1/4 SE1/4 SW1/4 and Lot 1 (partial)	621.01
Section 33:    All	640.00
Section 34:    All	640.00
Section 35:    All	640.00
Section 36:    All	640.00
T13N R16W	
Section 26:    SE1/4, E1/2 SW1/4, SW1/4 NE1/4, SE1/4 NW1/4	320.00
T10N R16W	
Section 3:    N1/2 N1/2	160.00
Section 4:    N1/2 N1/2	160.00
Section 5:    N1/2 NE1/4	80.00
	8,388.73 Acs

**But excluding the following real property:**

MOHAVE COUNTY  
(PARCELS 1 THROUGH 5)

PARCEL NO. 1:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 2:

ALL OF SECTIONS 32 AND 34 TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 3:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 4:

ALL OF SECTIONS 33 AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 5:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

LA PAZ COUNTY  
(PARCELS 6 THROUGH 9)



PARCEL NO. 6:

THAT PORTION OF THE SOUTH HALF (S1/2) OF LOT TWO (2), ALL OF LOTS THREE (3) AND FOUR (4), THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (S1/2 OF SE1/4 OF NW1/4) AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 OF S1/2 OF NE1/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57, OF DOCKETS, PAGE 310.

PARCEL NO. 7:

ALL OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT ANY PART OF SECTION 32 LYING WITHIN THE COPPER HILL MINING CLAIM AS SHOWN ON THE PLAT OF MINERAL SURVEY NUMBER 2675;

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32;

THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 634.31 FEET;

THENCE SOUTH 76°41'15" WEST A DISTANCE OF 94.09 FEET TO THE SOUTHEASTERLY LINE OF THE PLANET RANCH ROAD;

THENCE ALONG SAID LINE SOUTH 28°33' WEST A DISTANCE OF 101.23 FEET;

THENCE SOUTHWESTERLY 250.25 FEET THROUGH AN ANGLE OF 54°22', ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 263.73 FEET TO A POINT OF TANGENCY, FROM WHICH A RADIAL LINE BEARS NORTH 07°05' WEST;

THENCE SOUTH 82°55' WEST A DISTANCE OF 96.52 FEET;

THENCE WESTERLY 184.42 FEET THROUGH AN ANGLE OF 17°40'14" ALONG A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 597.96 FEET TO A POINT OF TANGENCY FROM WHICH A RADIAL LINE BEARS NORTH 10°35'14" EAST;

THENCE NORTH 79°24'46" WEST A DISTANCE OF 260.38 FEET;

THENCE LEAVING THE SOUTHWESTERLY LINE OF SAID PLANET RANCH ROAD, SOUTH A DISTANCE OF 429.61 FEET TO THE SOUTH LINE OF SAID SECTION 32;

THENCE SOUTH ALONG SAID SOUTH LINE EAST A DISTANCE OF 874.42 FEET MORE OR LESS BACK TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 32;  
THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET;  
THENCE NORTH A DISTANCE OF 634.31 FEET;  
THENCE SOUTH 76°41'15" WEST A DISTANCE OF 214.08 FEET;  
THENCE NORTH 13°18'45" WEST A DISTANCE OF 25.00 FEET;  
THENCE NORTH 76°41'15" EAST A DISTANCE OF 220.00 FEET;  
THENCE EAST A DISTANCE OF 1270.58 FEET;  
THENCE SOUTH A DISTANCE OF 660.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL NO. 8:

THOSE PORTIONS OF SECTIONS 33, 34, AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD. (SECTION 34)

ALSO EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57 OF DOCKETS, PAGE 310. (SECTION 33 AND 35)

PARCEL NO. 9:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD.

**EXHIBIT K**

**DESCRIPTION AND MAP OF IRRIGATION FACILITIES**

Legislative Draft

## ESCROW AGREEMENT

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THIS ESCROW AGREEMENT (the “**Agreement**”) is made this \_\_\_ day of \_\_\_\_\_, 2014 (the “**Effective Date**”) among Freeport Minerals Corporation, a Delaware corporation, and its wholly owned subsidiary Byner Cattle Co., a Nevada corporation, (individually and collectively, “**Freeport**”), the Bureau of Reclamation, an agency of the United States Department of the Interior (“**Reclamation**”), as manager of, and for and on behalf of, the Lower Colorado River Multi-Species Conservation Program (“**LCR-MSCP**”), Arizona Game & Fish Commission, an agency of the State of Arizona (“**AGFC**”), and First American Title Insurance Company, a California corporation, as escrow agent (“**Escrow Agent**”). Freeport, Reclamation, AGFC, and Escrow Agent are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

A. Freeport, through its wholly owned subsidiary, Byner Cattle Co., a Nevada corporation (“**Byner**”), is the owner of certain real and personal property commonly known as “**Planet Ranch**” located on the north and south sides of the Bill Williams River in Mohave County, Arizona and La Paz County, Arizona, as more particularly described in the Donation Agreement (defined below).

B. Freeport wishes to lease to Reclamation, and Reclamation wishes to lease from Freeport, a portion of Planet Ranch (the “**Leased Premises**”), for a term of 50 years for use in connection with the LCR-MSCP (the “**Lease Agreement**”). The Leased Premises are more particularly described in Exhibit “1”. The Lease Agreement will be executed by the parties and deposited into an escrow established with Escrow Agent (the “**Escrow**”). Freeport will have no obligation to deliver the Leased Premises, and Reclamation will have no obligation to pay rent and take possession of the Leased Premises, and the Lease Agreement shall not become effective, until all conditions precedent set forth in this Agreement are satisfied or waived.

C. A material inducement for Byner to enter into the Lease and to enter into an agreement with AGFC to donate the Leased Premises to AGFC is the execution and delivery of that certain Big Sandy River-Planet Ranch Water Rights Settlement Agreement (the “**Big Sandy River-Planet Ranch Agreement**”).

D. The Lease Agreement, and all other deposits made hereunder, will be held in Escrow and released to the Parties entitled thereto only upon satisfaction or written waiver of the conditions stated herein, including, without limitation, the occurrence of the “**Enforceability Date**” as contemplated by and defined in the Big Sandy River-Planet Ranch Agreement.

E. Immediately following execution and delivery of the Lease Agreement by Reclamation and Freeport, Freeport desires to donate the fee title to the Leased Premises to AGFC pursuant to a Real Property Transfer and Donation Agreement to be entered into between Freeport and AGFC (the “**Donation Agreement**”), and to assign the Lease Agreement to AGFC, subject to the satisfaction of certain conditions set forth in this Agreement. The Donation Agreement shall not be effective until all conditions precedent set forth in this Agreement are satisfied or waived.

F. The Escrow Agent is providing its services as a convenience to the Parties and is acting solely as Escrow Agent for the deposits made hereunder and is not a participant and has no interest in the transactions or the real or personal property that are the subject of the Lease and the Donation Agreement.

G. Accordingly, Freeport, Reclamation, AGFC, and the Escrow Agent agree as follows:

### AGREEMENT

1. Lease Deposits. On or before the “**Deposit Date**” which shall occur not later than twenty (20) business days following the day the Arizona Department of Water Resources (“**ADWR**”) issues the ADWR Order (as defined in the Big Sandy River-Planet Ranch Agreement), Freeport and Reclamation, as applicable, shall deposit the following documents into Escrow:

(a) A letter executed by Reclamation and Freeport enclosing a copy of the ADWR Order conditionally approving the severance and transfer of a portion of Planet Ranch water rights for use on Leased Premises;

(b) A Certified Resolution of the board of directors of Byner authorizing Byner to lease the Leased Premises to Reclamation for LCR-MSCP purposes, and to donate the Donation Property (as defined in the Donation Agreement) to AGFC;

(c) An original of the Lease Agreement executed by each of Byner and Reclamation;

(d) An original Reclamation Closing Certificate, executed by an authorized representative of Reclamation, advising Escrow Agent that all conditions to the effectiveness of the Lease Agreement have been satisfied or waived, other than delivery of executed copies of the Lease Agreement to Byner and Reclamation, and delivery of the Rental Payment as specified in Section 3;

(e) Evidence of authority of Reclamation representatives to act on behalf of Reclamation in connection with the execution and delivery of the Lease Agreement;

(f) A Memorandum of the Lease Agreement in recordable form; and

(g) A letter from Reclamation to Freeport and Escrow Agent stating that the rental set forth in the Lease Agreement is in accordance with the appraisal, a copy of which has been provided to Freeport.

2. Donation Agreement Deposits. Freeport, Reclamation and AGFC, as applicable, shall deposit the following documents with Escrow Agent on or before the Deposit Date:

(a) An original executed Donation Agreement entered into between Freeport and AGFC;

(b) An original executed Special Warranty Deed conveying Byner's fee interest in the Leased Premises to AGFC;

(c) An Assignment, Assumption and Release Agreement (the "**Lease Assignment**") executed by Freeport, AGFC and Reclamation assigning Freeport's interest under the Lease Agreement to AGFC;

(d) A Memorandum of Assignment of the Lease Agreement to AGFC, in recordable form;

(e) An original executed Easement Agreement for Ingress and Egress (as described in the Donation Agreement) in favor of AGFC;

(f) An original executed Easement Agreement for Ingress and Egress (as described in the Donation Agreement) in favor of Byner; and

(g) An original ADWR Request for Assignment of Surface Water Filings form executed by Freeport and AGFC to assign to AGFC the pending application to appropriate originally filed by the City of Scottsdale, application no. 33-94160.

3. Payment of Rent. At such time as all items have been deposited with the Escrow Agent that must be deposited by the Deposit Date as required by Sections 1 and 2, Reclamation shall cause the sum of Eight Million Three Hundred Thousand Dollars (\$8,300,000) to be wired in immediately available funds to Escrow Agent to be held in Escrow for payment to Byner by Reclamation as rent under the Lease Agreement (the "**Rental Payment**") at the time of the Lease Closing (as described in Sections 4 and 6.2).

4. Lease and Donation Closing Actions by Escrow Agent. At such time as Escrow Agent (i) has received in its possession each of the deposit items described in Sections 1 and 2 above, and (ii) Reclamation has wired the Rental Payment to the Escrow Agent as required under Section 3, (iii) all conditions described in Sections 5.1 through 5.4 have been satisfied or waived and (iv) Reclamation has notified the Escrow Agent of the date on which the Secretary will publish in the Federal Register a statement of findings confirming the Enforceability Date, the Escrow Agent shall take the following actions on the Enforceability Date:

(a) Record in the records of Mohave County, Arizona and La Paz County, Arizona in the order listed the following documents:

(i) Memorandum of Lease Agreement between Byner and Reclamation;

(ii) Byner Special Warranty Deed conveying the Leased Premises fee and the Quitclaim Deed conveying the Leased Water Rights to AGFC;

(iii) Easement Agreement for Ingress and Egress (as described in the Donation Agreement) in favor of Byner;

(iv) Easement Agreement for Ingress and Egress in favor of AGFC;  
and

- (v) Memorandum of Assignment of the Lease Agreement to AGFC;
- (b) Disburse the Rental Payment to Byner by wire of immediately available funds;
- (c) Deliver fully executed copies of the Lease Agreement to each of Freeport and Reclamation;
- (d) Deliver fully executed copies of the Donation Agreement to each of Freeport and AGFC;
- (e) Deliver the Lease Assignment to AGFC and Reclamation; and
- (f) Deliver the executed original of the ADWR Request for Assignment form to assign application to appropriate no. 33-94160 to AGFC.

5. Additional Conditions to Close of Escrow. The conditions specified in Sections 5.1 through 5.5 shall constitute additional conditions precedent to the Lease Closing and Donation Closing, as defined in Sections 6.2 and 6.3 below. If any condition set forth in Sections 5.1 through 5.4 occurs prior to the Enforceability Date, any party to this agreement may give notice to the Secretary that the Escrow will not close until the condition is resolved. If the Secretary receives such notice prior to the Enforceability Date, the Secretary shall not publish the Federal Register statement of findings specified in Section 11.12(i) in the Big Sandy River-Planet Ranch Water Rights Settlement Agreement until the party providing the notice confirms that the specified condition from the Escrow Agreement has been resolved or waived.

5.1 No Claims. No suit or other legal proceeding concerning Planet Ranch or Lincoln Ranch (as defined in the Big Sandy River-Planet Ranch Agreement) shall be pending that: (i) challenges any severance and transfer of water rights contemplated by the Big Sandy River-Planet Ranch Agreement; (ii) challenges any change in the type or use of any water right contemplated by the Donation Agreement or the Lease Agreement; (iii) challenges the authority of any Party to enter into and consummate any of the transactions described herein; (iv) challenges the severance and transfer of a portion of the Planet Ranch water rights for use on the Leased Premises; or (v) challenges any other aspect of the transaction contemplated by this Agreement, the Lease Agreement, or the Donation Agreement.

5.2 No Objections. No petition, referendum or other application exists that seeks to halt, modify, void or otherwise alter any aspect of the transactions described in this Agreement, the Donation Agreement, or the Lease Agreement.

5.3 No Escrow Withdrawal. No federal or state governmental entity shall have notified Escrow Agent or Freeport that it desires to withdraw any document deposited into Escrow or that it does not wish to proceed with the Planet Ranch Closing.

5.4 Funding of Reclamation Lease Rent. No action has been taken by Reclamation or any other United States governmental authority, seeking to reduce, remove or eliminate the authorization of Reclamation to make the Rental Payment, or

reducing, modifying or eliminating the authority of Reclamation to make the Rental Payment.

5.5 Occurrence of the Enforceability Date. The “Enforceability Date” as described and defined in the Big Sandy River-Planet Ranch Agreement shall have occurred.

6. Escrow Matters. The following provisions shall govern the opening and closing of Escrow:

6.1 Opening of Escrow. Escrow shall be opened at such time as the Escrow Agent receives from Freeport, AGFC and Reclamation four executed copies of this Escrow Agreement and Escrow Agent executes each of such copies and notes on each copy the date Escrow was opened.

6.2 Lease Closing. The “Lease Closing” shall occur only upon (i) payment of the Rental Payment required under Section 3; (ii) satisfaction of all conditions specified in Sections 1 and 2; and (iii) the satisfaction or written waiver of all conditions described in Sections 5.1 through 5.4. The Lease Closing must occur on the Enforceability Date.

6.3 Donation Closing. The “Donation Closing” shall occur only upon (i) satisfaction of all conditions specified in Sections 1 and 2; (ii) the satisfaction or written waiver of all conditions described in Sections 5.1 through 5.4. The Donation Closing must occur on the Enforceability Date.

7. Good Faith Cooperation. All parties shall work and cooperate in good faith to satisfy the conditions precedent applicable to each Party. The Parties agree to execute such further or additional documents as are required by Escrow Agent to carry out the terms and conditions of this Agreement including, without limitation, re-executing and depositing replacement documents in identical form in Escrow, at Escrow Agent’s request, if any documents deposited in Escrow pursuant to this Agreement are deemed to be stale or otherwise to contain an impediment to being accepted for recordation by the applicable County Recorder.

8. Acceptance of Deposit. Escrow Agent agrees to accept the deposit of the documents required hereby, and to hold such items for the benefit of the respective Parties, until released or returned to the Parties in accordance with the terms of this Agreement.

9. Termination of Escrow. The Escrow established hereby may be terminated if either Freeport, AGFC or Reclamation delivers to Escrow Agent a termination certificate in substantially the same form attached hereto as Exhibit “2” (the “**Termination Certificate**”) in accordance with the terms of this Section 9.

9.1 Delivery of Termination Certificate. Freeport, AGFC or Reclamation may deliver a Termination Certificate to the Escrow Agent upon the occurrence of any of the following conditions, in which event, the Escrow shall be terminated:

(a) The Enforceability Date of the Big Sandy River-Planet Ranch Agreement does not occur by December 13, 2015;



(b) Reclamation fails to execute and deliver the Lease Agreement to the Escrow Agent on or before the Deposit Date;

(c) Freeport fails to execute and deliver the Lease Agreement to Escrow Agent on or before the Deposit Date;

(d) AGFC fails to execute and deliver the Donation Agreement on or before the Deposit Date;

(e) Freeport fails to execute and deliver the Donation Agreement on or before the Deposit Date;

(f) Reclamation, Freeport and/or AGFC, as applicable, fails to execute and deliver any other document required by Section 1 or Section 2 on or before the date required by this Agreement;

(g) Any condition described in Section 5.1 through Section 5.4 is not satisfied or waived in writing by December 13, 2015.

(h) Reclamation fails to deliver the Rental Payment as required by Section 3.

9.2 Effect of Delivery of Termination Certificate. If a Party delivers a Termination Certificate, Escrow Agent shall deliver:

(a) To Freeport, all documents and monies deposited by Freeport or Byner into Escrow;

(b) To Reclamation, (i) the Rental Payment, if deposited into Escrow; and (ii) all documents and other monies deposited by Reclamation into Escrow;

(c) To AGFC, all documents and monies deposited by AGFC into Escrow.

9.3 Effect of Return of Escrowed Property. Upon return of all documents and other property to each of the Parties, as required by Section 9.2, Escrow Agent's obligations under this Agreement shall terminate, and the Escrow Agent shall be discharged.

10. Reliance on Written Instructions and Certificates. Escrow Agent shall not be liable for, and shall be entitled to rely conclusively upon, any Termination Certificate, or any other written instruction delivered to Escrow Agent by a Party. Escrow Agent shall have no obligation to look beyond the face of any certificate or written instruction given to Escrow Agent. Escrow Agent shall have the right to assume that any party acting on behalf of Freeport, AGFC or Reclamation is authorized to do so and Escrow Agent shall not be obligated to inquire into the authority or capacity of any such person.

11. Acceptance of Duties. Escrow Agent hereby accepts the duties imposed upon it by this Agreement, represents that it is fully empowered under any applicable laws and

regulations to accept such duties, and agrees to perform such duties. Escrow Agent shall not, by reason of its execution of this Agreement, assume any responsibility or liability for any transactions between Freeport, AGFC and Reclamation other than for the performance of Escrow Agent's obligations with respect to the Escrow deposits held by it in accordance with this Agreement.

12. Other Agreements Not Modified. This Agreement is intended to set forth certain closing procedures for the Lease Agreement and the Donation Agreement (collectively, the "**Controlling Agreements**"). This Agreement does not modify any term, condition or other provision of any of the Controlling Agreements, but the Controlling Agreements shall be effective, only as provided herein and therein, and each Party to each of the Controlling Agreements shall remain obligated to render the performance, and to take all action required of such Party by the applicable Controlling Agreements. This Agreement shall not be construed in a manner that conflicts with any of the Controlling Agreements. If for any reason this Agreement is contrary to or conflicts with any of the Controlling Agreements, the applicable Controlling Agreement shall govern.

13. Escrow Fees. Freeport, Reclamation, and AGFC shall split equally all fees for Escrow Agent's service rendered hereunder, and shall reimburse equally upon demand all counsel fees and expenses reasonably incurred by Escrow Agent arising out of the terms and conditions of this Agreement.

14. Agents. The Escrow Agent may perform any of its duties under this Agreement by or through its agents, officers, or employees and shall be entitled to rely upon the advice of counsel as to its duties.

15. Indemnification. Freeport agrees to indemnify and hold the Escrow Agent and its officers, employees or agents harmless for, from and against any and all losses, claims, actions, damages, liabilities, and expenses (including reasonable attorneys' fees and costs of court) incurred by the Escrow Agent in connection with this Agreement or involving the subject matter hereof by reason of following the written instructions of Freeport, other than any loss, claim, action, damage or liability arising due to the negligence, misconduct or breach of fiduciary duty of (i) the Escrow Agent, its officers, employees or agents, or (ii) Reclamation or AGFC, or any of their respective employees or agents. Any matters relating to the Escrow Agent's negligence shall be determined solely by reference to Escrow Agent's duties under this Agreement. Reclamation and AGFC shall be solely responsible for any losses, claims, actions or damages resulting from Escrow Agent following Reclamation's or AGFC's written direction.

16. Conflicting Demands and Interpleader. Escrow Agent, in the event of any conflicting demands made upon it concerning this Agreement or the escrowed funds held by Escrow Agent, may, at its election, hold any money or any documents deposited hereunder until it receives mutual instructions by all Parties or until a final judgment is entered in a court of competent jurisdiction which determines the rights of all Parties. In the alternative, Escrow Agent may, at its discretion, at any time, commence a civil action to interplead any conflicting demands in a court of competent jurisdiction. Deposit with the court by the Escrow Agent of all documents and funds (after deducting therefrom its charges and expenses and attorneys' fees incurred in connection with any such Court action concerning this Escrow) shall relieve Escrow Agent of all further liability and responsibility.

17. Notices. Unless otherwise required by law, all notices required to be given hereunder shall be in writing and shall be conveyed by: (i) personal delivery (including by any messenger or courier service); or (ii) the United States Postal Service by certified or registered mail, postage prepaid, with return receipt requested, as follows:

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

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

Reclamation: Bureau of Reclamation  
500 First Street  
Boulder City, Nevada 89005  
Attn: Program Manager, Lower Colorado  
River Multi-Species  
Conservation Program

With a Copy to: 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

AGFC: Arizona Game and Fish Department  
500 West Carefree Highway  
Phoenix, Arizona 85086  
Attn: Director, Arizona Game and Fish Department

With a Copy to: Office of the Arizona Attorney General  
1275 West Washington  
Phoenix, Arizona 85007  
Attn: Assistant Attorney General Representing Game  
and Fish

Escrow Agent: First American Title Insurance Company  
National Commercial Services  
Attention: Neil Moffett  
2425 E Camelback Road, Ste. 300  
Phoenix, AZ 85016  
Tel: 602-567-8118  
Email: nmoffett@firstam.com

18. Execution by Byner. The provisions of this Agreement applicable to Freeport shall be equally applicable to Byner, and by executing this Agreement, Byner covenants and agrees to take any action required of it to consummate the transactions contemplated hereby, subject to the satisfaction of all terms and conditions specified herein.

19. Governing Law. This Agreement shall be governed by the laws of the State of Arizona, and applicable Federal Law.

20. Successors and Assigns. This Agreement is binding on and inures to the benefit of the successors and assigns of Freeport, AGFC, Reclamation, and Escrow Agent.

21. Resignation of Escrow Agent. Escrow Agent may resign upon thirty (30) days prior written notice to Freeport, AGFC and Reclamation. Upon resignation of Escrow Agent, Freeport, Reclamation, and AGFC shall each pay one-third (1/3) the Escrow Agent's fees and use best efforts to appoint an independent third party as successor escrow agent. Any person acting as a successor escrow agent must be acceptable to Freeport, Reclamation, and AGFC, which shall evidence its consent in writing. If no third party has been appointed as a successor escrow agent within a reasonable period after Escrow Agent has resigned, Escrow Agent may return any escrowed monies to Freeport, Reclamation and AGFC, as applicable, or interplead such funds in a court of competent jurisdiction.

22. Third Party Beneficiaries. The beneficiaries of this Agreement are only the parties hereto and there shall be no third party beneficiaries to this Agreement.

23. Exhibits and Recitals. The Exhibits attached hereto and the Recitals set forth above constitute part of this Agreement and are incorporated herein by this reference.

24. Counterparts and Signatures. This Agreement and any amendments hereto may be executed in separate counterparts and, when so executed, shall constitute a single, binding agreement between those persons who have executed such counterparts. Facsimile signatures or signatures evidenced by PDF files shall have the same effect as original signatures.

**Freeport:**

FREEPORT MINERALS CORPORATION  
("Freeport"),  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Byner:**

BYNER CATTLE CO., a Nevada corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ESCROW AGENT:**

First American Title Insurance Company, a  
California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Reclamation:**

BUREAU of RECLAMATION, an agency of  
the United States Department of the Interior, as  
Manager of and on behalf of the Lower  
Colorado Multi-Species Conservation Program

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ARIZONA GAME & FISH COMMISSION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



**EXHIBIT 1**

**Description of Leased Premises**

MOHAVE COUNTY  
(PARCELS 1 THROUGH 5)

PARCEL NO. 1:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 2:

ALL OF SECTIONS 32 AND 34 TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 3:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 4:

ALL OF SECTIONS 33 AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 5:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

LA PAZ COUNTY  
(PARCELS 6 THROUGH 9)

PARCEL NO. 6:

THAT PORTION OF THE SOUTH HALF (S1/2) OF LOT TWO (2), ALL OF LOTS THREE (3) AND FOUR (4), THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (S1/2 OF SE1/4 OF NW1/4) AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 OF S1/2 OF NE1/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57, OF DOCKETS, PAGE 310.

PARCEL NO. 7:

ALL OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT ANY PART OF SECTION 32 LYING WITHIN THE COPPER HILL MINING CLAIM AS SHOWN ON THE PLAT OF MINERAL SURVEY NUMBER 2675;

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32;

THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 634.31 FEET;

THENCE SOUTH 76°41'15" WEST A DISTANCE OF 94.09 FEET TO THE SOUTHEASTERLY LINE OF THE PLANET RANCH ROAD;

THENCE ALONG SAID LINE SOUTH 28°33' WEST A DISTANCE OF 101.23 FEET;

THENCE SOUTHWESTERLY 250.25 FEET THROUGH AN ANGLE OF 54°22', ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 263.73 FEET TO A POINT OF TANGENCY, FROM WHICH A RADIAL LINE BEARS NORTH 07°05' WEST;

THENCE SOUTH 82°55' WEST A DISTANCE OF 96.52 FEET;

THENCE WESTERLY 184.42 FEET THROUGH AN ANGLE OF 17°40'14" ALONG A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 597.96 FEET TO A POINT OF TANGENCY FROM WHICH A RADIAL LINE BEARS NORTH 10°35'14" EAST;

THENCE NORTH 79°24'46" WEST A DISTANCE OF 260.38 FEET;

THENCE LEAVING THE SOUTHWESTERLY LINE OF SAID PLANET RANCH ROAD, SOUTH A DISTANCE OF 429.61 FEET TO THE SOUTH LINE OF SAID SECTION 32;

THENCE SOUTH ALONG SAID SOUTH LINE EAST A DISTANCE OF 874.42 FEET MORE OR LESS BACK TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 32;  
THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET;  
THENCE NORTH A DISTANCE OF 634.31 FEET;  
THENCE SOUTH 76°41'15" WEST A DISTANCE OF 214.08 FEET;  
THENCE NORTH 13°18'45" WEST A DISTANCE OF 25.00 FEET;  
THENCE NORTH 76°41'15" EAST A DISTANCE OF 220.00 FEET;  
THENCE EAST A DISTANCE OF 1270.58 FEET;  
THENCE SOUTH A DISTANCE OF 660.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL NO. 8:

THOSE PORTIONS OF SECTIONS 33, 34, AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD. (SECTION 34)

ALSO EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57 OF DOCKETS, PAGE 310. (SECTION 33 AND 35)

PARCEL NO. 9:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD.



**EXHIBIT 2**  
**TERMINATION CERTIFICATE**

The undersigned, \_\_\_\_\_, pursuant to the provisions of Section 9 of the Escrow Agreement dated \_\_\_\_\_, 20\_\_, between and among Freeport Minerals Corporation, a Delaware corporation and Byner Cattle Company, a Nevada corporation, its wholly owned subsidiary (individually and collectively, “**Freeport**”), Bureau of Reclamation, an agency of the United States Department of the Interior (“**Reclamation**”), as manager of, and for and on behalf of, the Lower Colorado River Multi-Species Conservation Program (“**LCR-MSCP**”), Arizona Game & Fish Commission, an agency of the State of Arizona (“**AGFC**”), and, First American Title Insurance Company, a California corporation, as escrow agent (“**Escrow Agent**”) (the “**Escrow Agreement**”) hereby certifies that an event allowing the undersigned to deliver this Termination Certificate has occurred and that the undersigned is entitled to deliver this Termination Certificate to the Escrow Agent. Escrow Agent is directed to return all escrowed documents and property to the appropriate Parties as required by Section 10.2 of the Escrow Agreement.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

*[Certificate to be executed by the party delivering the Termination Certificate.]*

**FREEPORT:**

FREEPORT MINERALS CORPORATION, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BYNER:**

BYNER CATTLE COMPANY, a Nevada corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Reclamation:**

BUREAU of RECLAMATION, an agency of the United States Department of the Interior, as Manager of and on behalf of the Lower Colorado Multi-Species Conservation Program

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ESCROW AGENT:**

First American Title Insurance Company, a  
California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ARIZONA GAME & FISH COMMISSION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Legislative Draft

**United States  
Department of the Interior  
Bureau of Reclamation  
Lower Colorado Region  
and  
Byner Cattle Company  
Planet Ranch Lease Agreement**

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Legislative Draft

## EXHIBITS

- Exhibit A - Legal Description of Leased Lands**
- Exhibit B - Survey of Leased Lands**
- Exhibit C - Description and Map of Irrigation Facilities on Leased Lands**
- Exhibit D - Description of Leased Surface Water Rights**
- Exhibit E - Description of Byner Lands**
- Exhibit F - Description of Well Sites**
- Exhibit G - Existing Roads on Leased Lands**
- Exhibit H - Assignment, Assumption and Release Agreement**
- Exhibit I - Form of Memorandum of Lease**
- Exhibit J - Existing Roads on Byner Lands**

Legislative Draft

Contract No. 09-70-30-  
L0704

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
LOWER COLORADO REGION  
AND  
BYNER CATTLE COMPANY  
PLANET RANCH LEASE AGREEMENT

THIS PLANET RANCH LEASE AGREEMENT, hereinafter referred to as "Lease," is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and the Boulder Canyon Project Act enacted December 21, 1928 (45 Stat. 1057), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the "**Federal Reclamation Laws**," the Fish and Wildlife Coordination Act of 1943, as amended (16 U.S.C. 661 et seq.), and the Fish and Wildlife Act of 1956, as amended (16 U.S.C. 742(a) et seq.), and Public Law 111-11, between the UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, LOWER COLORADO REGION ("**Reclamation**"), represented by the officer executing this Lease, or his/her duly appointed successor or authorized representative, and Byner Cattle Company, a Nevada corporation ("**Byner**" or "**Lessor**"), a wholly owned subsidiary of Freeport Minerals Corporation, a Delaware corporation ("**Freeport**"), each of which is sometimes individually referred to as "**Party**" and sometimes collectively referred to as "**Parties**". All references to "**Reclamation**," "**Byner**" or "**Freeport**" shall

refer also to any successor or assign of such Party's interest in this Lease or such Party's interest in the fee title to the Leased Lands (as defined in Section 1, below).

### **RECITALS**

A. WHEREAS, consistent with the Lower Colorado River Multi-Species Conservation Program ("**LCR MSCP**"), Reclamation is developing or planning to develop cottonwood-willow, honey mesquite, marsh, and backwater habitats in support of threatened or endangered native species and other sensitive or migratory wildlife along the Lower Colorado River and certain tributaries of the Lower Colorado River, including lower reaches of the Bill Williams River, by restoration of native habitats and enhancement of existing native habitats; and

B. WHEREAS, the LCR MSCP is described and governed by the LCR MSCP Final Habitat Conservation Plan dated December 17, 2004, the LCR MSCP Final Biological Assessment dated December 17, 2004, the LCR MSCP Final Environmental Impact Statement/Environmental Impact Report dated December 17, 2004, the LCR MSCP Biological and Conference Opinion dated March 4, 2005, the Secretary of the Interior's Record of Decision for the LCR MSCP dated April 2, 2005, the LCR MSCP Funding and Management Agreement dated April 4, 2005, the LCR MSCP Implementing Agreement dated April 4, 2005, and the LCR MSCP Incidental Take Permit No. TE-086834-0 issued by the United States Fish and Wildlife Service dated April 4, 2005 (collectively, the "Program Documents"); and

C. WHEREAS, Byner has purchased the real property known as Planet Ranch, which is comprised of approximately 8,388.73 acres of land located on the lower



reaches of the Bill Williams River, which purchase included certain certificated water rights; and

D. WHEREAS, in furtherance of the LCR MSCP, Reclamation desires to engage in habitat restoration activities and comparable activities on a portion of Planet Ranch designated as the Leased Lands (as defined in Section 1, below); and

E. WHEREAS, Byner is willing to lease to Reclamation certain lands within Planet Ranch, together with a portion of the certificated surface water rights available at Planet Ranch, for use in furtherance of LCR MSCP goals; and

F. WHEREAS, the Parties have established an escrow (the “**Escrow**”), pursuant to an Escrow Agreement dated \_\_\_\_, 2014 (the “**Escrow Agreement**”) that provides the conditions under which this Lease will become effective, and that this Lease, once executed, will be deposited into the Escrow, but will not be effective until the satisfaction or waiver of all conditions set forth in such Escrow occurs, and the Escrow Agent, as identified in the Escrow Agreement (the “**Escrow Agent**”), delivers executed copies of the Lease to Reclamation and Byner; and

G. WHEREAS, each of the Parties agrees that the satisfaction or waiver of the conditions of that certain Hualapai Tribe Bill Williams River Water Rights Settlement Agreement among the Hualapai Tribe, the United States as Trustee for the Tribe, its Members and the Allottees, and Freeport (the “**Hualapai BWR Agreement**”), that certain Big Sandy River-Planet Ranch Water Rights Settlement Agreement among the United States of America, the Arizona Game and Fish Commission on behalf of the Arizona Game and Fish Department, the Hualapai Tribe, the Arizona Department of Water Resources, and Freeport (the “**Big Sandy River-Planet Ranch Agreement**”)

(collectively, the “**Water Agreements**”) and the occurrence of the “**Enforceability Date**” as described and defined in the Big Sandy River-Planet Ranch Agreement are material inducements for each of the Parties to enter into and perform the terms and conditions of this Lease; and

H. WHEREAS, contemporaneously with entering into this Lease, Byner and the Arizona Game and Fish Commission, an agency of the State of Arizona (“AGFC”) intend to enter into a Donation Agreement under which Byner will donate the Leased Lands to AGFC, subject to the licenses granted or reserved as described in Sections 13 and 14 of this Lease, and further subject to the benefits and burdens of this Lease (the “**Donation Agreement**”), and AGFC intends to assume the obligations of Byner under this Lease.

NOW THEREFORE, the Parties agree as follows:

#### **AGREEMENT**

1. GRANT OF LEASE; NET LEASE. In consideration of the mutual covenants contained herein and the mutual benefits granted each Party hereby, Lessor hereby leases to Reclamation, and Reclamation hereby leases from Lessor, that certain real property described in Exhibit A hereto (the “**Leased Lands**”), “AS IS”, “WHERE IS”, subject to all defects, faults, and existing conditions and all matters described in Section 3, together with the exclusive use of certain surface water rights (the “**Leased Surface Water Rights**”), as provided in Section 5. Lessor shall not attempt to sever and transfer the Leased Surface Water Rights during the term of this Lease except with the consent of Lessee. Lessor reserves for its assignee AGFC the right to use the Leased Lands and improvements for wildlife management and wildlife recreation purposes,

provided such uses do not unreasonably interfere with Lessee's lease purposes. This Lease is a "net lease," meaning that Byner shall have no obligation with respect to the Leased Lands other than to deliver possession of the Leased Lands to Reclamation, and to abide by the terms and conditions of this Agreement. Reclamation shall pay to Byner the Rent (as defined in Section 10 below) free from any charges, taxes, assessments, fees, impositions, expenses or deductions of any and every kind or nature levied or assessed against the Leased Lands or Reclamation's action thereon. A survey of the Leased Lands is attached hereto as **Exhibit B**, and made a part hereof.

2. **PURPOSE OF LEASE.** The Parties have entered into this Lease to allow Reclamation to engage in Habitat Restoration Activities (as defined in Section 7 below) and compatible activities, as described in Section 7 hereof, on the Leased Lands, for the benefit of the LCR MSCP. During the term of this Lease, the Leased Lands shall be used only for those purposes that are consistent with Habitat Restoration Activities, and other compatible activities. This Lease grants Reclamation certain license rights to allow its representatives, agents and invitees, and its successors and assigns, to access and cross specified portions of the Planet Ranch property not subject to the Lease to further the purposes of this Lease; provided that access to the Ranch Property, including the Well Sites, shall be as set forth in Section 14 of this Lease and the Exhibits hereto.

3. **LEASE "AS IS," "WHERE IS", SUBJECT TO EXISTING RECORDED OR DISCOVERABLE RIGHTS OF OTHERS.** This Lease is subject to all matters of record and to any matters that could be discovered by an inspection or survey of the Leased Lands. Reclamation agrees to accept the Leased Land, "AS IS", "WHERE IS", Subject To All Faults And Defects. Reclamation acknowledges that it has thoroughly

inspected the Leased Lands and is aware of the business previously conducted on the Leased Lands by Byner and the City of Scottsdale, the last two predecessors in title to the Leased Lands, and has reviewed the Phase I, II and III Environmental Site Assessments and Updated Phase I delivered to Reclamation by Byner with respect to the Leased Lands and any other required updates, and is aware of all remediation actions taken by the City of Scottsdale, Freeport, and Byner.

4. IMPROVEMENTS.

(a) The Leased Lands include all facilities, water delivery infrastructure, pumps, wells, equipment and all other improvements located thereon, whether now existing or hereinafter constructed by Reclamation (the “**Improvements**”).

(b) To protect certain Planet Ranch water rights against forfeiture on or before December 13, 2016, Byner is installing irrigation facilities to re-irrigate the lands to which the water rights are appurtenant. In doing so, Byner agrees to:

(i) Include with the Improvements the irrigation facilities identified in Exhibit C, and any other irrigation facilities that Byner constructs on the Leased Lands prior to the Enforceability Date as defined in Section 11.12 of the Big Sandy River-Planet Ranch Agreement. Such irrigation facilities shall include at least the following:

(1) Cleared and repaired irrigation ditches associated with flood irrigation fields (*see* Exhibit C map);

(2) Any pipes that are part of the irrigation delivery system, including any center pivot or side-roll sprinklers (*see* Exhibit C map); and

(3) Restored wells, rehabilitated pumps and associated electrical systems capable of delivery at least 5,549.2 acre-feet per year of water over 924.87 acres.

(ii) Prepare fields for the distribution of irrigation water across at least 924.87 acres, to plant and irrigate at least 924.87 acres of crops, and fence the lands as needed for grazing.

(iii) Provide Reclamation an irrigation schedule showing the use or ability to use at least 5,549.2 acre-feet per year.

(iv) Assign Freeport's agricultural lease of the Leased Lands existing as of the Enforceability Date to AGFC as provided in the Donation Agreement;

(v) Provide Reclamation with access to Planet Ranch to inspect the irrigation infrastructure on the Leased Lands to ensure that: sufficient infrastructure exists, such infrastructure is sufficiently operational to deliver 5,549.2 acre-feet per year to irrigate 924.87 acres within the Leased Lands, and Byner, or its lessee, is actively growing crops on 924.87 acres of the Leased Lands. Reclamation shall have until June 1, 2015 to inspect the Leased Lands as provided in the preceding sentence. If Reclamation's inspection of the Leased Lands reveals that the infrastructure does not allow for the irrigation use of 5,549.2 acre-feet per year, or that the irrigation of a crop is not occurring on 924.87 acres of the Leased Lands, Byner will have up to 180 days to remedy the deficiency, after which, if a deficiency remains, then Reclamation shall have no obligation to close on this Lease.

(c) Reclamation agrees to accept the Improvements “AS IS,” “WHERE IS”, “WITH ALL FAULTS” and without any warranty of any kind, including, but not limited to, any warranty of fitness for a particular purpose.

5. DESCRIPTION OF LEASED SURFACE WATER RIGHTS.

(a) The grant of this Lease to Reclamation includes the exclusive right to the diversion and consumptive use of surface water under the Leased Surface Water Rights during the term of this Lease in accordance with this Section 5 and applicable law. The Leased Surface Water Rights are more specifically described in **Exhibit D**, which is attached hereto and made a part hereof.

(b) If Byner transfers fee title to the Leased Lands and assigns its interests under this Lease to AGFC or another third party in accordance with Section 11 herein, such transfer shall include the transfer of all of Byner’s right, title and interest in the Leased Surface Water Rights, subject to Reclamation’s right to divert water under the Leased Surface Water Rights for use anywhere on the Leased Lands, as provided herein.

6. LEASE TERM.

(a) This Lease is being executed by the Parties as of the date hereof, but this Lease shall not commence until the Lease Closing as defined in Section 6.2 of the Escrow Agreement.

(b) The Lease Term shall begin on the Lease Closing and expire 50 years following the Lease Closing, unless the Parties agree to extend the Lease Term. Upon expiration or termination of the Lease Term, Reclamation shall surrender the Leased Lands to Byner or its successor in interest. Reclamation shall not be entitled to any

refund of the Rent for the remaining portion of the Lease Term upon Reclamation's early termination of this Lease or surrender of the Leased Lands.

7. DESCRIPTION OF THE HABITAT RESTORATION ACTIVITIES.

Reclamation's permitted uses of the Leased Lands include the right of Reclamation to create, enhance and restore native habitat, including establishment and restoration of native plant species, in a manner consistent with the LCR MSCP Program Documents, as these may be amended and supplemented, and the annual LCR MSCP Final Implementation Report, Work Plan, and Budget as it relates to the Planet Ranch Conservation Area ("**Work Plan**"), as these may be amended and supplemented in subsequent years (collectively, "**Habitat Restoration Activities**"). Reclamation's permitted uses of the Leased Lands further include activities compatible with Habitat Restoration Activities.

8. RESPONSIBILITIES OF RECLAMATION. After the execution date of

this Lease and on or before the Lease Closing, Reclamation shall pay the Rent due to Byner for the Leased Lands as provided in Section 10, below. After the Lease Closing, Reclamation shall:

(a) Assume sole responsibility and pay all expenses for ensuring appropriate compliance with all applicable federal, state and local laws, including without limitation all Environmental Laws, for all of Reclamation's activities and the activities of Reclamation's employees, representatives, agents, contractors, and invitees undertaken on the Leased Lands, but shall assume no responsibility nor be required to pay for any expenses relating to any activities undertaken on the Leased Land by any person prior to the Lease Closing. For purposes of this Lease, "Environmental Laws" means all federal,

state and local statutes, laws, ordinances, acts, rules, regulations, decrees, orders and rulings of all applicable governmental authorities which relate or pertain to health, safety, the environment, mining, reclamation, or Hazardous Substances, as defined in subsection (g) below, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C.A. § 9601 et seq. (“**CERCLA**”); the Resource Conservation and Recovery Act of 1976, 42 U.S. C.A. § 6901 et seq.; the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C.A. § 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. § 1801 et seq.; the Toxic Substances Control Act, 15 U.S.C.A. § 2601 et seq.; the Clean Air Act, 42 U.S.C.A. § 7401 et seq.; the Clean Water Act, 33 U.S.C.A. § 1251 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C.A. § 11001 et seq.; and all similar or related applicable laws of the State of Arizona, all as amended from time to time.

(b) Have the sole right, at Reclamation’s sole expense, to post signs, posters, and install gates, fences, barriers, or other devices within the Leased Lands as necessary to identify the area of the Leased Lands as a protected area, subject to the provisions of Section 16, and consult with Lessor on the future management of the Leased Lands as LCR MSCP habitat.

(c) Maintain in good order, condition and repair for the term of the Lease, at Reclamation’s sole expense, the Leased Lands and all Improvements thereon, including, without limitation, wells, pumps, irrigation ditches, roads, and river crossings, and provide for utilities, garbage or trash removal, and communications facilities to the extent consistent with Habitat Restoration Activities and compatible activities undertaken by Reclamation under this Lease. Reclamation shall maintain the Leased Lands at all



times in a safe and secure condition in compliance with all applicable laws and the terms and conditions of this Lease. Reclamation agrees that Lessor has no obligation under this Lease at any time during the Lease Term to maintain or make repairs or replacements to or on any part of the Leased Lands or any Improvements thereon, or to provide utilities, communications facilities, garbage or trash removal, or to provide any other form of maintenance, services or support for Reclamation, other than as described in Section 14. Reclamation is responsible, at its sole cost, for maintaining the Leased Lands and maintaining the Improvements thereon.

(d) Not commit or suffer to be committed any waste upon the Leased Lands or any nuisance and shall be responsible for resolution of any mechanic's or materialman's liens filed against the Leased Lands for reason of any work, labor, services or materials performed for or furnished to Reclamation or anyone holding any part of the Leased Lands subject to Reclamation's use under this Lease.

(e) Not permit any Hazardous Substance to be brought upon the Leased Lands; except that Reclamation may bring onto the Leased Lands (i) petroleum, gasoline or diesel fuel, propane or natural gas used in connection with the Habitat Restoration Activities and compatible activities, and (ii) Hazardous Substances, including but not limited to, herbicides, pesticides, fungicides, and fertilizers used by Reclamation only in connection with the development, maintenance, restoration or protection of habitat in accordance with the Habitat Restoration Activities and compatible activities (collectively, the "**Approved Hazardous Substances**"), provided that in each case, any Approved Hazardous Substances shall be used only in compliance with all applicable laws and regulations and in accordance with the manufacturer's recommendations and

label instructions. Reclamation shall be solely and exclusively responsible for the safe use and disposition of any Approved Hazardous Substances in accordance with applicable law. For purposes of this Lease, the term “Hazardous Substance” means any asbestos, PCBs, formaldehyde, carcinogens, hydrocarbons and other petroleum products or by-products, harmful or toxic chemicals, pollutants, contaminants, flammables, explosives, asbestos-containing materials, radioactive or radon-containing materials, mold and mycotoxins, and other gases, substances, chemicals, and materials defined or listed under federal, state or local laws and regulations (whether now existing or hereafter enacted, formulated or imposed) as “hazardous substances,” “hazardous materials,” “hazardous waste,” “toxic substances,” “pollutants” or “contaminants, under the applicable Environmental Laws.

(f) Use the Leased Surface Water Rights for MSCP Purposes to include irrigation of agricultural fields and habitat creation, restoration and maintenance uses for the benefit of fish and wildlife resources. Reclamation, in its discretion, may apply Leased Surface Water Rights anywhere on the Leased Land.

(g) Maintain the Leased Surface Water Rights and maintain all wells and irrigation systems located upon the Leased Lands. Reclamation shall take all reasonable actions not to allow any Leased Surface Water Rights to be lost or forfeited by reason of Reclamation’s acts or omissions.

9. DELIVERY OF POSSESSION OF LEASED LANDS. Upon the Lease Closing, Reclamation shall take possession of the Leased Lands, subject to those matters described in Section 3 and Byner’s license rights described in Section 13.

10. RENT. Reclamation, in consideration of the covenants and agreements made by Byner herein, shall pay Byner the amount of EIGHT MILLION THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$8,300,000.00) as the full amount of rent due under this Lease (the “**Rent**”). Reclamation shall make payment of the Rent in one lump sum via wired Federal funds to the Escrow Agent, who shall wire such funds to an account designated by Byner upon the Lease Closing. Payment of the Rent shall constitute payment of all rents, fees, taxes, assessments, administrative costs and any other charges for this Lease owing to Byner or its successors or assigns, except as otherwise provided in this Lease. Reclamation’s payment of the Rent shall not relieve it of performing any of its covenants under this Lease.

11. TRANSFER OF FEE TITLE TO LEASED LANDS AND ASSIGNMENT OF INTERESTS. The terms and conditions of this Lease shall apply to, and bind, the successors and assigns of each Party, unless otherwise provided in this Lease.

(a) During the term of this Lease, Lessor shall have the right to transfer fee title to the Leased Lands and to assign any of its interests under this Lease, provided that any new holder of an interest in the Leased Lands shall continue to be bound by the terms of this Lease. Reclamation specifically consents to the transfer or assignment of Byner’s fee title to the Leased Lands and the assumption by AGFC of Byner’s obligations under this Lease and, upon such assumption, the release of Byner from any further obligation to Reclamation under this Lease. If, during the term of this Lease, Byner transfers fee title to the Leased Lands, or assigns any of its interests under this Lease, to the AGFC, or another third party, Byner shall require that any such third party transferee or assignee

take title to the Leased Lands subject to this Lease, and agree in writing that Reclamation has paid the full amount of the Rent due under this Lease to Byner, in accordance with Section 10 hereof, and that neither the transferee nor assignee is entitled to any portion of the Rent payments made to Byner, and that no further Rent payments are due, and shall assume Byner's obligations as lessor under the Lease. An acceptable form of assumption by AGFC of Byner's obligations under this Lease is attached hereto as **Exhibit H** and is incorporated herein by this reference. If Byner's interest in this Lease is assigned to any person other than the AGFC, **Exhibit H** shall be modified accordingly to reflect the circumstances of the assignment. Assignment of Byner's obligations under this Lease, as contemplated under this Section 11, shall not assign any rights reserved or granted to any Party under any of the licenses contemplated by Section 13 or Section 14.

12. **COVENANT OF QUIET ENJOYMENT.** Upon payment of the Rent, and any other charges required to be paid under this Lease by Reclamation, and upon performance of all terms, covenants, and conditions set forth in this Agreement, Reclamation shall peaceably and quietly hold and enjoy the Leased Lands for the term of this Lease without disturbance, hindrance, or interruption by Lessor, or any other person or persons lawfully or equitably claiming by or through or under Lessor; provided, however, that nothing in this provision shall limit Byner's rights to use the license reserved for Byner and its affiliates pursuant to Section 13 of this Agreement, or limit the right of Byner's assignee AGFC as provided in Section 1 of this Agreement. During the term of this Lease, and subject to the rights granted herein or under the license described in Section 13, Lessor shall not, with respect to the Leased Lands:

(a) Interfere with Reclamation's right to possession of the Leased Lands or its covenant of quiet enjoyment of the Leased Lands;

(b) Cause any waste or damage to occur upon the Leased Lands;

(c) Take any action that would adversely affect or impair the Leased Surface Water Rights;

(d) Construct or permit the construction of any ditches, roads, trails, bridges, buildings, pipelines, powerlines, telephone lines, or other structures, improvements, or appurtenances for any purpose on or across the area of the Leased Lands without Reclamation's prior written consent; or

(e) Subdivide, grant additional leases, rights of way, or other interests in the Leased Lands (other than as provided in Sections 13 and 14 hereof and in the Exhibits hereto) without Reclamation's express written consent.

13. RESERVATION OF INGRESS, EGRESS, AND MAINTENANCE LICENSE. Byner hereby reserves for the Lease Term an irrevocable, non-exclusive license over and through the Leased Lands for the benefit of Byner, its parent, Freeport Minerals Corporation, a Delaware corporation, and any other subsidiary or affiliate of either, for the purposes of: (i) vehicular and pedestrian ingress and egress to and from that certain real property owned by Byner and described on Exhibit E (the "**Byner Land**"), which by this reference is incorporated herein, over existing roads located on any portion of the Leased Lands; (ii) improvement, maintenance and repair of the Leased Lands as provided in this Section 13; and (iii) maintenance and inspection of, and for the conduct of work on, those portions of the Byner Land adjoining any portion of the Leased Lands (collectively, the "**Byner License**"). Reclamation hereby consents and agrees to Byner's

reservation of the Byner License. The Byner License is subject to all matters of record affecting the Leased Lands and to any matters that could be discovered by an inspection or survey of the Leased Lands. Byner's right to use the Byner License is not exclusive, and Reclamation has the right: (a) to use the Byner License areas under the Lease in common with Byner's and Freeport's rights hereunder; (b) to grant others the right to use the Byner License areas in common with Reclamation and Byner and Freeport, so long as such use does not materially interfere with Byner's and Freeport's use of the Leased Lands; and (c) to use the Leased Lands (and to grant others the right to use the Leased Lands) for any purpose that does not materially interfere with Byner's and Freeport's use of the Byner License areas. Subject to Section 15, Reclamation and Byner agree that the Byner License shall create no obligation in either Party to maintain any roads which are subject to the Byner License, but Byner and Reclamation shall each have the right, but not the duty, to perform, at its sole expense, any maintenance necessary to assure the ability of either Party to obtain access to and from the Byner Land. If any Party elects to perform any maintenance on the Leased Lands, such maintenance shall be performed in a safe and workmanlike manner and shall not constitute a hazard or nuisance. Performance of maintenance on the Leased Lands shall not materially obstruct or interfere with the rights of any other person or party entitled to use the Leased Lands. Byner is entering into this reservation of license for ingress and egress and shall use the Byner License based solely upon Byner's inspection and investigation of all matters pertaining to the Byner License, and not in reliance upon any representation, warranty or agreement of Reclamation, other than the agreements set forth herein. Byner shall be solely responsible for any loss or damages suffered by Reclamation, the roads subject to the

Byner License, or the Leased Lands by reason of the action or inaction of Byner, its successors, assignees, lessees or invitees in connection with Byner's use of the Byner License. The Byner License shall terminate, if not sooner terminated or abandoned, on the earlier of the date the Lease expires or terminates, or the Byner License is abandoned. Reclamation hereby agrees and acknowledges that pursuant to the terms of the Donation Agreement, AGFC shall, upon the Closing under the Donation Agreement, grant to Byner an Easement Agreement for ingress and egress below, over and through the portions of the Leased Lands that are the subject of the license described in this Section 13, and Reclamation will consent to the execution, delivery and recording of such Easement Agreement for Ingress and Egress upon such Closing. Byner and Reclamation agree that the Byner License will survive and remain valid as between Byner and Reclamation notwithstanding Byner's assignment of this Lease to AGFC.

14. LICENSE FOR INGRESS AND EGRESS TO LEASED LANDS; AND WELL LICENSE. Byner hereby grants to Reclamation for the Lease Term, (i) an irrevocable, non-exclusive license for vehicular and pedestrian ingress and egress to and from the Leased Lands, over existing roads located (and as they may be relocated from time to time) on specified portions of the Byner Land described and depicted on **Exhibit J** hereto for access to the Leased Lands, (ii) a non-exclusive right of ingress and egress to each of the Well Sites described in **Exhibit F** hereto (the "Well Sites"), which by this reference is incorporated herein, (iii) the non-exclusive right to pump water from each of the wells located on each of the Well Sites and to use any existing water lines or other water delivery infrastructure on the Byner Land to deliver water from any Well Site to any part of the Leased Lands for purposes of exercising the Leased Surface Water Rights

(collectively, the “**Reclamation License**”). This Reclamation License is granted subject to all matters of record affecting the Byner Land. Byner makes no representations or warranties with respect to its ownership or rights in the Byner Land. The right to use the Reclamation License is not exclusive, and Byner specifically reserves the following rights: (a) to use the Reclamation License in common with Reclamation’s rights hereunder; (b) to grant others, including Freeport Minerals Corporation, a Delaware corporation, the right to use the Reclamation License in common with Byner and Reclamation, through easements or licenses, for any purpose that does not materially interfere with Reclamation’s use of the Reclamation License; and (c) to relocate the roads located on any portion of the Byner Land, provided that such relocation does not materially diminish the rights of Reclamation to the use of the Byner Land as provided herein. Except as otherwise provided in this Section 14, Byner and Reclamation agree that the Reclamation License shall create no obligation in either Party to maintain any roads which are subject to the Reclamation License for ingress and egress, but Byner and Reclamation shall each have the right, but not the duty, to perform, at its sole expense, any maintenance necessary to assure the ability of either Party to obtain access to the Leased Lands. If any Party elects to perform any maintenance on any portion of the Reclamation License, such maintenance shall be performed in a safe and workmanlike manner and shall not constitute a hazard or nuisance. Performance of maintenance on the Reclamation License shall not materially obstruct or interfere with the rights of either Party or any other person entitled to use the Reclamation License or the Byner Land. Reclamation, at its sole expense, shall be solely responsible for maintaining any access to each of the Well Sites, and maintaining the wells, pumps, and any and all equipment or



improvements necessary for pumping and delivery of water from any Well Site to the Leased Lands (as defined in the Lease). Any maintenance performed under this Section 14 shall be performed in a safe and workman like manner and shall not constitute a hazard or a nuisance. Performance of maintenance under this Section shall not materially obstruct or interfere with the rights of Byner or any other person entitled to use the Reclamation License, the Byner Land, or the Well Sites. Reclamation is entering into this Reclamation License for ingress and egress and water well rights and shall use the Byner Land based solely upon its inspection and investigation of all matters pertaining to the Byner Land and the Reclamation License, and not in reliance upon any representation, warranty or agreement of Byner, other than the agreements set forth herein. To the extent allowed by applicable Federal law, Reclamation shall be solely responsible for any loss or damages caused Byner by reason of the action or inaction of Reclamation, its successors, assignees, agents or invitees in connection with the use of the Reclamation License, the Byner Land, the Well Sites or the Leased Lands. The Reclamation License granted hereby shall terminate, if not sooner terminated or abandoned, on the earlier of the date the Lease expires or terminates, or the Reclamation License is abandoned. Reclamation hereby agrees and acknowledges that pursuant to the terms of the Donation Agreement, Byner shall, upon the Closing under the Donation Agreement, grant to AGFC a non-exclusive easement for vehicular and pedestrian ingress and egress to and from the Leased Lands over portions of the Byner Land that are the subject of the license described in this Section 14, and Reclamation hereby consents to the execution, delivery and recording of such Easement Agreement for Ingress and Egress upon such Closing. Byner and Reclamation agree that the Reclamation License

will survive and remain valid as between Byner and Reclamation notwithstanding Byner's assignment of this Lease to AGFC.

15. MAINTENANCE OF ACCESS ROADS ON THE LEASED LANDS.

During the term of the Lease, Reclamation, at its expense, will maintain all existing access roads on the Leased Lands only. The existing access roads on the Leased Lands are identified in **Exhibit G** hereto. Reclamation will cooperate with County and/or State authorities, as necessary, to assure that existing State and County road access to Planet Ranch is maintained.

16. NEW IMPROVEMENTS. Reclamation shall have the right to make and construct new Improvements on the Leased Lands at its own expense. Upon expiration or termination of this Lease or any extension or renewal thereof, any Improvements located upon the Leased Lands will revert to Byner, or its successor-in-interest.

17. AMENDMENT OF LEASE.

(a) This Lease may be amended at any time by mutual written agreement of both Parties.

(b) Both Parties agree that if the Habitat Restoration Activities on the Leased Lands undertaken pursuant to this Lease prove to have long-term value to the LCR MSCP, extension or renewal of this Lease may be negotiated and this Lease may be amended by written agreement of the Parties or their respective successors and assigns.

18. ENVIRONMENTAL COMPLIANCE. Compliance with all applicable Federal environmental laws (including regulations), including the National Environmental Policy Act, 42 U.S.C. §§ 4321 et seq., and the Endangered Species Act,

16 U.S.C. § 1531 et seq., for this action was completed by \_\_\_\_\_ dated \_\_\_\_\_.

19. NOTICES.

(a) Any notice, demand, or request required or authorized by this Agreement to be given or made to or upon the Parties to this Agreement shall be deemed properly given or made if personally delivered or mailed postage prepaid to:

(1) Program Manager  
LCR MSCP  
Bureau of Reclamation  
P.O. Box 61470  
Boulder City, Nevada 89006

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

With a copy to:

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

With a copy to:

Freeport Minerals Corporation  
Attn: Legal Department  
333 North Central Avenue  
Phoenix, Arizona 85004

(b) The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this Section for other notices.

20. REPRESENTATIONS AND WARRANTIES BY RECLAMATION AND FREEPORT; DESIGNATION OF CONTACT PERSONS.

(a) Reclamation, as of the date of execution of this Lease by Reclamation and as of the Lease Closing, represents and warrants to, and covenants with, Freeport, that:

(i) Reclamation has all power and authority necessary to enter into and perform this Lease and all actions have been taken and are in force and effect that are necessary to authorize Reclamation to execute and deliver and perform this Lease.

(ii) This Lease is the valid and binding obligation of Reclamation, is enforceable in accordance with its terms, subject only to the conditions applicable to the occurrence of the Lease Closing; and

(iii) The person executing this Lease on behalf of Reclamation is authorized to execute this Lease.

(iv) Reclamation hereby designates the LCR MSCP Program Manager as its authorized representative (the “Reclamation Authorized Representative”) with whom Lessor may deal and on whom Lessor may rely with respect to any Lease matter, and Reclamation’s Authorized Representative has all power and authority necessary to act for and bind Reclamation, and Lessor may rely on the authority of the Reclamation Authorized Representative in dealing with any matter related to this Lease.

(b) Byner, for itself and not its successor-in-interest, as of the date of execution of this Lease by Reclamation and as of the Lease Closing, hereby represents and warrants to, and covenants with, Reclamation, that:

(i) Byner is duly and validly organized and in existence, and has all corporate power necessary to execute, deliver and perform this Lease and all corporate action has been taken, and is in force and effect, necessary to authorize Byner to enter into and perform this Lease.

(ii) This Lease is the valid and binding obligation of Byner, enforceable in accordance with its terms, subject only to the conditions applicable to the occurrence of the Lease Closing.

(iii) The person executing this Lease on behalf of Byner is authorized to execute this Lease.

(iv) Byner shall deliver to Reclamation on the Lease Closing a list of authorized representatives with whom Reclamation may deal, and upon whom Reclamation may rely (the "Byner Authorized Representatives"), with respect to any Lease matter, and each Byner Authorized Representative has all power and authority necessary to act for and bind Freeport and Byner, and Reclamation may rely on the authority of such Authorized Representatives in dealing with any matter related to this Lease. Byner shall promptly notify Reclamation, in writing, if there is any change in the identity of any Byner Authorized Representative.

21. LIABILITY OF PARTIES.

(a) Reclamation and the United States will be subject only to that liability provided under the Federal Tort Claims Act, and Reclamation agrees to perform its obligations under this Lease, and to conduct its activities on the Leased Lands, so as to avoid damage to Improvements and other property of Byner and to avoid injury to Byner, its employees, agents, invitees, or members of the public.

(b) During the term of the Lease, Byner shall not be liable to Reclamation or any other person for any injury or damage (regardless of the cause or reason) occurring to Reclamation, its agents, or its invitees on the Leased Lands, that

occurs or arises in connection with any activities conducted upon the Leased Lands, except for such injury or damage caused by Byner's willful or negligent acts or willful or negligent omissions. Lessor agrees to perform its obligations under this Lease, and to conduct its activities on the Leased Lands, so as to avoid damage to Improvements and other property of Lessee and to avoid injury to Lessee, its employees, agents, invitees, or members of the public.

22. DISPUTES. In the event of a dispute arising under or related to this Lease, including, without limitation, a default by a Party in the performance of any of its obligations under this Lease, the complaining Party shall give written notice to the other Party specifying the matter(s) in dispute. The Parties agree to work together in good faith using such informal or alternative dispute resolution processes that they may agree upon to attempt to reach mutually satisfactory resolution of the matter(s) in dispute. If resolution of the matter(s) in dispute is not mutually agreed upon within sixty (60) days after the complaining Party gives written notice as provided herein, or such other time as the Parties may agree, each Party shall be entitled to pursue legal action and to seek any remedies available at law or in equity. A breach of the Lease shall include a Party's breach of any material provision of this Lease. Each Party's remedies under this Lease shall be cumulative, and shall include the right to recover damages, if any, to the extent allowed by law; the right to obtain temporary, preliminary, or injunctive relief; and the right to terminate this Lease. A Party's remedies may be exercised individually or enforced concurrently, without waiving any other rights or remedies. A Party's rights and remedies hereunder shall survive the expiration or termination of this Lease.

23. UNCONTROLLABLE FORCES. Neither Party shall be considered in default with respect to any obligation under this Lease, if such Party is prevented from fulfilling such obligation by reason of an uncontrollable force. The term “uncontrollable force” shall mean any cause beyond the control of the Party that renders that Party unable to perform its obligations under this Lease, including, but not limited to, drought, facilities failure or threat of failure, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority which by exercise of due diligence and foresight such Party could not have been reasonably expected to avoid. Nothing contained herein shall be construed to require any Party to settle any strike or labor dispute in which it is involved.

24. LEASE CONDITIONED UPON APPROPRIATION OR ALLOTMENT OF FUNDS. The expenditure or advance of any money or the performance of any obligation by either Party under this Lease shall be subject to and conditioned upon the appropriation or allotment of funds to Reclamation to perform its obligations under this Lease. Reclamation shall have the right to terminate the Lease, without liability to Reclamation or the United States, if funds are not appropriated or allocated to fund any performance or to pay any expenditure required of Reclamation under the Lease, and Byner shall not be obligated to perform further under the Lease.

25. EQUAL OPPORTUNITY. During the performance of this Lease, Byner agrees as follows:

(a) Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated

during their employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) Lessor will, in all solicitations or advertisements for employees placed by or on behalf of Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) Lessor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Lessor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Lessor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Lessor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books,



records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Lessor's non-compliance with the nondiscrimination clauses of this Lease or with any of such rules, regulations, or orders, this Lease may be canceled, terminated or suspended in whole or in part and Lessor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Lessor will include the provisions of subsections (a) through (g) of this Section in every subcontract or purchase order related to this Lease unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Lessor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Lessor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Lessor may request the United States to enter into such litigation to protect the interests of the United States.

(h) If the AGFC is assigned this Lease, the AGFC shall not be subject to any provision in this Section 25, except as may be expressly required by federal law.

26. EXHIBITS. The initial Exhibits A through I attached hereto are made a part hereof, and each shall be in full force and effect in accordance with its respective provisions until superseded by a subsequent Exhibit executed by the Parties. The Exhibits may be modified from time to time by an amendment executed by both Parties substituting a new Exhibit.

27. FURTHER ASSURANCES. The Parties hereto shall execute, acknowledge, and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Lease.

28. SECTION HEADINGS. The Section headings in this Lease are included only for convenience and reference and the Parties intend that they shall be disregarded in interpreting this Lease.

29. SEVERABILITY. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Lease shall be invalid or prohibited by law, such provision shall be ineffective to the extent of such prohibition, but shall not invalidate the remainder of such provision or the remaining provisions.

30. RECITALS. The Recitals constitute part of this Agreement, and are incorporated herein by this reference.

31. RECORDING. Neither Party shall record this Lease in its entirety. The Parties shall join in the execution of a memorandum or so-called “short form” of this Lease for purposes of recordation only, which shall be recorded as provided for in the Escrow Agreement. The memorandum shall be in the form attached hereto as **Exhibit I**.

32. RECOVERY OF ATTORNEYS' FEES. If any dispute arises between the Parties with respect to this Lease, the prevailing Party may seek to recover its reasonable attorneys' fees and costs of court in accordance with and to the extent permitted by federal law, including the Equal Access to Justice Act, or in accordance with and to the extent permitted by the laws of the State of Arizona, as applicable.

33. GOVERNING LAW. This Lease shall be governed by applicable law. In the event of a conflict, federal law shall control.

34. CONGRESSIONAL OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress may be admitted to any part or share of this Lease, or to any benefit arising from it, other than as a water user or landowner in the same manner as other water users or landowners.

35. PERFORMANCE BY AFFILIATES OF BYNER. Any performance required under this Lease by Byner may be performed by any parent, subsidiary or other affiliate of Byner, including without limitation, by Freeport.

36. ESTOPPEL CERTIFICATE. Upon the request of any Party, the other Party shall deliver an Estoppel Certificate to the requesting Party attesting that (i) this Lease is in force and effect; (ii) that no defaults or claims for default exist under this Lease, except as stated in such Estoppel Certificate; (iii) that the Lease has not been modified or amended, except as otherwise stated in the Estoppel Certificate; and (iv) all Rent and any other amounts due have been paid in accordance with the Lease, except as otherwise disclosed in the Estoppel Certificate. A Party shall deliver an Estoppel Certificate not less than thirty (30) days after it receives written request therefor.

37. ENTIRE AGREEMENT. This Lease, together with the Exhibits hereto, the Escrow Agreement, the Donation Agreement, and the Water Agreements, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior written or oral agreements and understandings with regard to the subject matter hereof.

38. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(SIGNATURE PAGE TO FOLLOW)

Legislative Draft

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed as of the day and year first above written.

BUREAU OF RECLAMATION

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

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

Approved as to form:

\_\_\_\_\_

Contract No. 07-07-30-L0650

ACKNOWLEDGEMENT

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF CLARK     )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared

Name \_\_\_\_\_,

Title \_\_\_\_\_, Lower Colorado River Multi-Species

Conservation Program, Bureau of Reclamation, United States Department of the Interior,

known to me to be the person described in the foregoing instrument, and acknowledged

to me that he executed the same on behalf of the United States of America in the capacity

therein stated and for the purpose therein contained.

\_\_\_\_\_  
Notary Public in and for the County of Clark  
State of Nevada



*Legislative Draft*

## Exhibit A

### Legal Description of Leased Lands

MOHAVE COUNTY  
(PARCELS 1 THROUGH 5)

PARCEL NO. 1:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 2:

ALL OF SECTIONS 32 AND 34 TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 3:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 4:

ALL OF SECTIONS 33 AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 5:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

LA PAZ COUNTY  
(PARCELS 6 THROUGH 9)



PARCEL NO. 6:

THAT PORTION OF THE SOUTH HALF (S1/2) OF LOT TWO (2), ALL OF LOTS THREE (3) AND FOUR (4), THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (S1/2 OF SE1/4 OF NW1/4) AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 OF S1/2 OF NE1/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57, OF DOCKETS, PAGE 310.

PARCEL NO. 7:

ALL OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT ANY PART OF SECTION 32 LYING WITHIN THE COPPER HILL MINING CLAIM AS SHOWN ON THE PLAT OF MINERAL SURVEY NUMBER 2675;

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32;

THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 634.31 FEET;

THENCE SOUTH 76°41'15" WEST A DISTANCE OF 94.09 FEET TO THE SOUTHEASTERLY LINE OF THE PLANET RANCH ROAD;

THENCE ALONG SAID LINE SOUTH 28°33' WEST A DISTANCE OF 101.23 FEET;

THENCE SOUTHWESTERLY 250.25 FEET THROUGH AN ANGLE OF 54°22', ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 263.73 FEET TO A POINT OF TANGENCY, FROM WHICH A RADIAL LINE BEARS NORTH 07°05' WEST;

THENCE SOUTH 82°55' WEST A DISTANCE OF 96.52 FEET;

THENCE WESTERLY 184.42 FEET THROUGH AN ANGLE OF 17°40'14" ALONG A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 597.96 FEET TO A POINT OF TANGENCY FROM WHICH A RADIAL LINE BEARS NORTH 10°35'14" EAST;

THENCE NORTH 79°24'46" WEST A DISTANCE OF 260.38 FEET;

THENCE LEAVING THE SOUTHWESTERLY LINE OF SAID PLANET RANCH ROAD, SOUTH A DISTANCE OF 429.61 FEET TO THE SOUTH LINE OF SAID SECTION 32;

THENCE SOUTH ALONG SAID SOUTH LINE EAST A DISTANCE OF 874.42 FEET MORE OR LESS BACK TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 32;  
THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET;  
THENCE NORTH A DISTANCE OF 634.31 FEET;  
THENCE SOUTH 76°41'15" WEST A DISTANCE OF 214.08 FEET;  
THENCE NORTH 13°18'45" WEST A DISTANCE OF 25.00 FEET;  
THENCE NORTH 76°41'15" EAST A DISTANCE OF 220.00 FEET;  
THENCE EAST A DISTANCE OF 1270.58 FEET;  
THENCE SOUTH A DISTANCE OF 660.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL NO. 8:

THOSE PORTIONS OF SECTIONS 33, 34, AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD. (SECTION 34)

ALSO EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57 OF DOCKETS, PAGE 310. (SECTION 33 AND 35)

PARCEL NO. 9:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD.

**Exhibit B**

**Survey of Leased Lands**

Legislative Draft

**Exhibit C**

**Description and Map of Irrigation Facilities on Leased Lands**

Legislative Draft

**Exhibit D**

**Description of Leased Surface Water Rights**

<b>ADWR Application/Certificate No.</b>	<b>Priority Date</b>	<b>Annual Volume</b>
A4643 / 3270	March 5, 1963	664.1
A4939 / 3903	June 3, 1971	960
33-28672 / 28672	June 25, 1974	471
33-28673 / 28673	June 25, 1974	600
A4644 / 3281	March 5, 1963	1,294.1
33-28677 / 28677	June 25, 1974	1,560
<b>Total</b>		<b>5,549.2</b>

**Exhibit E**  
**Byner Land**

Mohave County Fee Property

**PARCEL NO. 1:**

Lot 1, Section 31, Township 11 North, Range 15 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 64 of Deeds, page 599, records of Mohave County, Arizona.

**PARCEL NO. 2:**

The Southwest quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter of Section 16, Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT all mineral deposits and rights as reserved by State of Arizona in Deed recorded in Book 55 of Deeds, page 232, records of Mohave County, Arizona.

(The Southwest quarter of the Southwest quarter); and

EXCEPT all mineral deposits and rights as reserved by State of Arizona in Deed recorded in Book 54 of Deeds, page 548, records of Mohave County, Arizona.

(The Southwest quarter of the Southeast quarter)

**PARCEL NO. 3:**

The Northwest quarter of the Southwest quarter, and the Southwest quarter of the Northeast quarter, and the South half of the Northwest quarter of Section 25; The North half of the North half of Section 27; and The West half of the Northeast quarter and the Northwest quarter of Section 29 ALL in Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT oil, gas, coal and minerals as reserved in Deed recorded in Book 59 of Deeds, page 41, records of Mohave County, Arizona.

**PARCEL NO. 4:**

The Southeast quarter of Southwest quarter of Section 16; Section 20; Section 28, except the West half of the Northwest quarter:

Lots 1, 2, and 3;

East half of Northeast quarter;

East half of Northwest quarter;

Northeast quarter of Southwest quarter of Section 30;

ALL in Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT 1/16<sup>th</sup> of all oil, gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all

materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

**PARCEL NO. 5:**

Those portions of the North half; and  
The Northeast quarter of the Southeast quarter of Section 32; and of Sections 34 and 36,  
Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, lying  
in Mohave County, Arizona;

EXCEPT 1/16<sup>th</sup> of all oil, gases, and other hydrocarbon substances, coal, stone,  
metals, minerals, fossils and fertilizer of every name and description and except all  
materials which may be essential to production of fissionable material as reserved in  
Arizona Revised Statutes.

**PARCEL NO. 6:**

Section 21;  
The Northeast quarter of Southwest quarter; Northwest quarter of Southeast quarter; and  
South half of South half of Section 25;  
The South half of South half of Section 26;  
The South half and the South half of North half of Section 27;  
The West half of Northwest quarter of Section 28;  
The East half of East half; Northwest quarter of Southeast quarter; and North half of  
Southwest quarter of Section 29;  
The North half of Lot 4, West half of Northeast quarter; North half of Southeast quarter;  
North half of Southwest quarter of Southeast quarter; North half of Southeast quarter of  
Southwest quarter of Section 30;  
ALL in Township 11 North, Range 16 West of the Gila and Salt River Base and  
Meridian, Mohave County, Arizona;

EXCEPT oil, gas, coal and minerals as reserved in Deed recorded in Book 64 of  
Deeds, page 599, records of Mohave County, Arizona.

**PARCEL NO. 7:**

Those portions of the Northwest quarter of Southeast quarter of Section 32; and Sections  
33 and 35, Township 11 North, Range 16 West of the Gila and Salt River Base and  
Meridian, lying in Mohave County, Arizona;

EXCEPT oil, gas, coal and minerals as reserved in Deed recorded in Book 64 of  
Deeds, page 599, records of Mohave County, Arizona.

**PARCEL NO. 8:**

The Southeast quarter; East half of Southwest quarter; Southwest quarter of Northeast  
quarter; and Southeast quarter of Northwest quarter of Section 26, Township 13 North,  
Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

La Paz County Fee Property

**PARCEL NO. 1:**

That portion of the South half of Lot 2;  
All of Lots 3 and 4;  
The South half of the Southeast quarter of the Northwest quarter; and  
The South half of the South half of the Northeast quarter of Section  
31, Township 11 North, Range 16 West of the Gila and Salt River Base  
and Meridian, lying in La Paz County, Arizona.

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded  
in Docket 57, page 310, records of Yuma County, Arizona.

**PARCEL NO. 2:**

Those Portions of:

Lot 1;  
The North half;  
The Southeast quarter;  
The North half of the Southwest quarter;  
The North half of the Southeast quarter of the Southwest quarter;  
The Southeast quarter of the Southeast quarter of the Southwest quarter  
of Section 32, Township 11 North, Range 16 West of the Gila and Salt  
River Base and Meridian, lying in La Paz County, Arizona.

EXCEPT that portion of the Southwest quarter of Section 32, Township  
11 North, Range 16 West of the Gila and Salt River Base and Meridian,  
La Paz County, Arizona, described as follows:

BEGINNING at the South quarter corner of Section 32;  
thence West along the South line of Section 32, a distance of 1270.58  
feet to the TRUE POINT OF BEGINNING;  
thence North 634.31 feet;  
thence South 76° 41' 15" West, 94.09 feet to the Southeasterly line  
of the Planet Ranch Road;  
thence along said line South 28° 33' West, 101.23 feet;  
thence Southwesterly 250.25 feet through an angle of 54° 22', along  
a tangent curve concave to the Northwest, having a radius of  
263.73 feet to a point of tangency from which a radial line  
bears North 7° 05' West;  
thence South 82° 55' West, 96.52 feet;  
thence Westerly, 184.42 feet through an angle of 17° 40' 14" along  
a tangent curve concave to the North having a radius of 597.96  
feet to a point of tangency from which a radial line bears  
North 10° 35' 14" East;  
thence North 79° 24' 46" West, 260.38 feet;  
thence leaving the Southwesterly line of said Planet Ranch Road,  
South 429.61 feet to the South line of Section 32;  
thence along said line East 874.42 feet to the TRUE POINT OF



**BEGINNING;**

EXCEPT that portion of the Southwest quarter of Section 32, Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, La Paz County, Arizona, described as follows:

BEGINNING at the South quarter corner of Section 32;  
thence West along the South line of Section 32, a distance of  
610.58 feet to the TRUE POINT OF BEGINNING;  
thence along said line West 660.00 feet;  
thence North 634.31 feet;  
thence South 76° 41' 15" West, 214.08 feet;  
thence North 13 ° 18' 45" West, 25.00 feet;  
thence North 76° 41' 15" East, 220.00 feet;  
thence East 660.00 feet;  
thence South 660.00 feet to the TRUE POINT OF BEGINNING; and

EXCEPT that portion of the Southwest quarter of Section 32, Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, La Paz County, Arizona, described as follows:

BEGINNING at the South quarter Section corner of Section 32;  
thence between Sections 32 and 5, West, 610.58 feet;  
thence North 660.00 feet;  
thence East 610.58 feet;  
thence South 660.00 feet to the TRUE POINT OF BEGINNING.

EXCEPT 1/16th of all oil, gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

**PARCEL NO. 3:**

Those portions of Sections 33, 34, 35 and 36, Township 11 North, Range 16 West of Gila and Salt River Base and Meridian, lying in La Paz County, Arizona.

EXCEPT 1/16th of all oil, gases and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes; (Sections 34 and 36) and

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded in Docket 57, page 310, records of Yuma County, Arizona. (Sections 33 and 35)

**PARCEL NO. 4:**

The North half of the North half of Section 3;  
The North half of the North half of Section 4;

The North half of the Northeast quarter of Section 5, Township 10 North, Range 16 West of the Gila and Salt River Base and Meridian, La Paz County, Arizona.

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded in Book 102 of Deeds, page 564, records of Yuma County, Arizona; (Section 3) and

EXCEPT all oil and gas as reserved in Patent from United States of America. (Sections 4 and 5)

Legislative Draft

**PLANET RANCH LEGAL DESCRIPTION SUMMARY**

**Deeded Fee Property**

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	<b><u>Acres</u></b>	
<b><u>(Acs)</u></b>		
T11N R15 W		
Section 31: Lot 1 (37.91 Acs)		37.91
T11N R 16W		
Section 16: S1/2 SW1/4, SW1/4 SE1/4		120.00
Section 20: All		640.00
Section 21: All		640.00
Section 25: SW1/4, S1/2 NW1/4, W1/2 SE1/4, SE1/4 SE1/4, SW1/4 NE1/4		400.00
Section 26: S1/2 S1/2		160.00
Section 27: All		640.00
Section 28: All		640.00
Section 29: N1/2, N1/2 S1/2, SE1/4 SE1/4		520.00
Section 30: Lot 1 (37.75 Acs) Lot 2 (37.81 Acs) Lot 3 (37.87 Acs) Lot 4-N1/2 (18.96 Acs), NE1/4, E1/2 NW1/4, NE1/4 SW1/4, N1/2 SE1/4 SW1/4, N1/2 SE1/4 N1/2 SW1/4 SE1/4		532.39
Section 31: Lot 2-S1/2 (18.99 Acs) Lot 3 (38.00 Acs) Lot 4 (40.43), S1/2 SE1/4 NW1/4, S1/2 S1/2 NE1/4		157.42
Section 32: N1/2, SE1/4, N1/2 SW1/4 N1/2 SE1/4 SW1/4, SE1/4 SE1/4 SW1/4 and Lot 1 (partial)		621.01
Section 33: All		640.00
Section 34: All		640.00
Section 35: All		640.00
Section 36: All		640.00
T13N R16W		
Section 26: SE1/4, E1/2 SW1/4, SW1/4 NE1/4, SE1/4 NW1/4		320.00
T10N R16W		
Section 3: N1/2 N1/2		160.00
Section 4: N1/2 N1/2		160.00
Section 5: N1/2 NE1/4		80.00

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8,388.73 Acs

**But excluding the following real property:**

MOHAVE COUNTY  
(PARCELS 1 THROUGH 5)

PARCEL NO. 1:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 2:

ALL OF SECTIONS 32 AND 34 TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 3:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 4:

ALL OF SECTIONS 33 AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 5:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

LA PAZ COUNTY  
(PARCELS 6 THROUGH 9)

PARCEL NO. 6:

THAT PORTION OF THE SOUTH HALF (S1/2) OF LOT TWO (2), ALL OF LOTS THREE (3) AND FOUR (4), THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (S1/2 OF SE1/4 OF NW1/4) AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S1/2 OF S1/2 OF NE1/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57, OF DOCKETS, PAGE 310.

PARCEL NO. 7:

ALL OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT ANY PART OF SECTION 32 LYING WITHIN THE COPPER HILL MINING CLAIM AS SHOWN ON THE PLAT OF MINERAL SURVEY NUMBER 2675;

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32;

THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 634.31 FEET;

THENCE SOUTH 76°41'15" WEST A DISTANCE OF 94.09 FEET TO THE SOUTHEASTERLY LINE OF THE PLANET RANCH ROAD;

THENCE ALONG SAID LINE SOUTH 28°33' WEST A DISTANCE OF 101.23 FEET;

THENCE SOUTHWESTERLY 250.25 FEET THROUGH AN ANGLE OF 54°22', ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 263.73 FEET TO A POINT OF TANGENCY, FROM WHICH A RADIAL LINE BEARS NORTH 07°05' WEST;

THENCE SOUTH 82°55' WEST A DISTANCE OF 96.52 FEET;

THENCE WESTERLY 184.42 FEET THROUGH AN ANGLE OF 17°40'14" ALONG A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 597.96 FEET TO A POINT OF TANGENCY FROM WHICH A RADIAL LINE BEARS NORTH 10°35'14" EAST;

THENCE NORTH 79°24'46" WEST A DISTANCE OF 260.38 FEET;

THENCE LEAVING THE SOUTHWESTERLY LINE OF SAID PLANET RANCH ROAD, SOUTH A DISTANCE OF 429.61 FEET TO THE SOUTH LINE OF SAID SECTION 32;

THENCE SOUTH ALONG SAID SOUTH LINE EAST A DISTANCE OF 874.42 FEET MORE OR LESS BACK TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 32;  
THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET;  
THENCE NORTH A DISTANCE OF 634.31 FEET;  
THENCE SOUTH 76°41'15" WEST A DISTANCE OF 214.08 FEET;  
THENCE NORTH 13°18'45" WEST A DISTANCE OF 25.00 FEET;  
THENCE NORTH 76°41'15" EAST A DISTANCE OF 220.00 FEET;  
THENCE EAST A DISTANCE OF 1270.58 FEET;  
THENCE SOUTH A DISTANCE OF 660.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL NO. 8:

THOSE PORTIONS OF SECTIONS 33, 34, AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD. (SECTION 34)

ALSO EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57 OF DOCKETS, PAGE 310. (SECTION 33 AND 35)

PARCEL NO. 9:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD.

**Exhibit F**

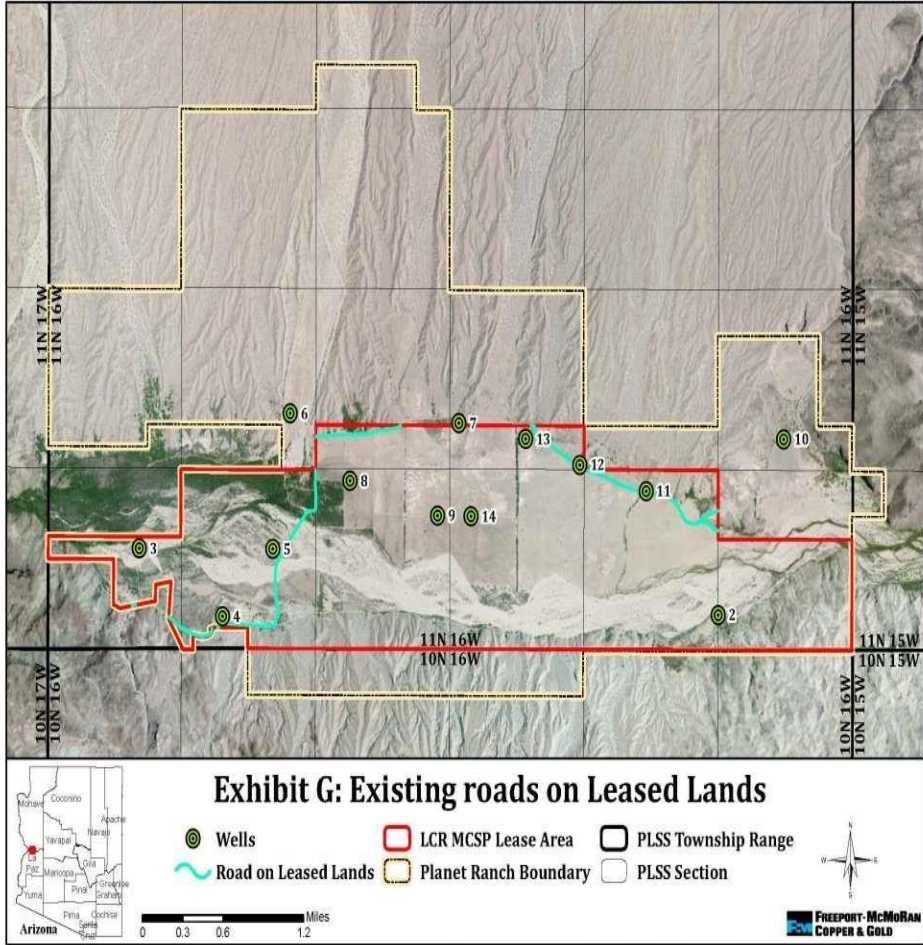
**Well Sites on Byner Lands**

<b>Legal Description</b>	<b>Cadastral Location</b>	<b>WELL REGISTRATION NUMBER</b>
SW ¼ NE ¼ SE ¼ Section 29, T11N, R16W	(B-11-16)29dac	55-619411
NW ¼ SW ¼ SE ¼ Section 25, T11N, R16W	(B-11-16)25dcb	55-619409

Legislative Draft

# EXHIBIT G

## Existing Roads on Leased Lands





## EXHIBIT H

### ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

This Assignment, Assumption and Release Agreement (the “**Agreement**”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), by and between BYNER CATTLE COMPANY, a Nevada corporation (“**Byner**”), the Arizona Game and Fish Commission, an agency of the State of Arizona (“**AGFC**”), and the United States Department of the Interior, Bureau of Reclamation, Lower Colorado Region (“**Reclamation**”). Byner, the AGFC, and Reclamation are sometimes collectively referred to herein as the “**Parties**,” or individually as a “**Party**.”

#### Recitals

A. Byner has entered into a real property lease with Reclamation (the “**Lease**”), pursuant to which the real property described in Exhibit 1 hereto (the “**Leased Lands**”) together with certain associated surface water rights (the “**Leased Surface Water Rights**”) described generally in Exhibit 2 hereto, have been leased to Reclamation for fifty (50) years for purposes of the Lower Colorado River Multi-Species Conservation Program (“**LCR MSCP**”). The Leased Lands and Leased Surface Water Rights are collectively referred to herein as the “**Leased Premises**.”

B. Byner has agreed to convey its fee interest in the Leased Premises (including, without limitation, any reversionary interest Byner has under the Lease) to AGFC subject to all terms and conditions of the Lease, provided that AGFC (i) accepts the conveyance of the Leased Premises by execution of the Donation Agreement (defined below); and (ii) assumes Byner’s right, title, and interests under the Lease and releases Byner from all obligations under the Lease from and after the Effective Date. The Leased Premises are also sometimes referred to herein as the “Donation Property.”

C. To induce Byner to convey the Donation Property to AGFC, Reclamation has agreed to (i) consent to the assignment of the Lease to AGFC; and (ii) release Byner from any and all obligations as Lessor under the Lease from and after the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants set forth above, Byner, the AGFC, and Reclamation, to the extent applicable, agree as follows:

#### Agreement

1. Assignment of Lease. Byner hereby assigns, conveys and transfers to AGFC all of its right, title and interest as Lessor under the Lease; such conveyance and transfer is made, “AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS” without any representation or warranty of any kind, and subject to all faults and defects. Notwithstanding the foregoing, Byner’s assignment of its interest under the Lease shall include, on a non-exclusive basis only, any interest Lessor may have under the licenses contemplated by Sections 13 and 14 of the Lease.

2. Acceptance of Assignment/Assumption of Lease. AGFC hereby accepts the assignment of Byner's right, title and interest as Lessor under the Lease and assumes and agrees to perform all obligations of Byner as Lessor under the Lease from and after the Effective Date. Except as set forth in the conveyance deed from Byner to AGFC, AGFC accepts the assignment "AS IS, WHERE IS," without any representation or warranty of any kind and with all faults and defects. Byner's rights, title and interest as Lessor under the Lease is assigned to AGFC subject to the license rights described in Sections 13 and 14 of the Lease. This assignment transfers and specifically reserves on a non-exclusive basis any license rights granted to or retained by Byner, as Lessor, under Sections 13 and 14 of the Lease. AGFC has read and understands the Lease. The Lease is in full force and effect and no defaults have occurred under the Lease. AGFC acknowledges and agrees that Reclamation has paid all rent due with respect to the Lease and that no rent will be paid to the AGFC and that the rent paid to Byner under the Lease will not be prorated between Byner and AGFC. The assignment of Byner's right, title and interest as Lessor under the Lease shall not effect or diminish Reclamation's rights under the Lease.

3. Periods Prior to and After the Effective Date. Byner, as Lessor under the Lease, shall be solely responsible for any action or inaction taken or omitted by Byner during the period of Byner's ownership of the Leased Premises prior to the Effective Date, but Byner shall have no responsibility for any action or inaction taken by AGFC as Lessor under the Lease after the Effective Date. From and after the Effective Date, AGFC shall be solely responsible for any action or inaction taken or omitted by AGFC with respect to the Lease or its obligations thereunder. AGFC shall have no responsibility for any action or inaction taken by Byner as Lessor under the Lease during the period of Byner's ownership of the Leased Premises prior to the Effective Date.

4. Reclamation Consent and Release. Reclamation has executed this Agreement for the sole purpose of consenting to, and Reclamation hereby consents to the assignment of the Lease to AGFC, and releases Byner from the Lease, and Reclamation hereby releases Byner, from any obligations it may owe Reclamation under the Lease from and after the Effective Date of this Agreement. From and after the Effective Date, Reclamation agrees to look solely to AGFC with respect to any obligations Lessor may owe Lessee under the Lease from and after the Effective Date. Reclamation agrees that it remains bound by the terms and conditions of the Lease.

5. Other Actions. Each of the Parties agrees to take any and all actions that may be necessary or appropriate to cause the assignment of the Lease to the AGFC and the assumption by AGFC of Byner's obligations as Lessor under the Lease to be effected.

6. Conditions to Closing. The obligation of Byner to assign Byner's right, title and interest under the Lease and of AGFC to accept the assignment and assume Byner's obligations under the Lease, and the obligation of Reclamation to consent to the assignment of the Lease and release Byner from its obligations under the Lease from and after the Effective Date, shall be conditioned upon the occurrence of the following conditions:

(a) the conveyance of the Leased Premises to AGFC shall have been effected by Byner by the recordation of a Special Warranty Deed for the Leased Lands and a Quitclaim Deed for the Leased Surface Water Rights in the counties of Mohave, Arizona and La Paz, Arizona, pursuant to the terms and conditions of that certain Real Property Transfer and Donation Agreement dated \_\_\_\_\_, 20\_\_ (the "Donation Agreement");

(b) there shall be no suit, claim or litigation pending or threatened against any of the Parties with respect to the performance of any of the Parties under the Donation Agreement, the Lease or this Agreement; and

(c) this Agreement shall have been approved by each Party's duly authorized governing body or authorized corporate officer or delegee, and such approval shall be in full force and effect and shall not have been modified or revoked.

7. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Byner, AGFC or Reclamation of any default under this Agreement shall be construed as a waiver of any preceding or succeeding default.

8. Attorneys' Fees. If any Party finds it necessary to bring any action at law or other proceeding against another Party to enforce any of the terms, covenants, or conditions hereof, or by reason of any default hereunder, the prevailing Party may seek to recover its reasonable attorneys' fees and costs of court in accordance with and to the extent permitted by Federal law, including the Equal Access to Justice Act, or Arizona law, as applicable, with the fees to be set by the court and not by a jury.

9. Exhibits. All exhibits to this Agreement are hereby incorporated into this Agreement by this reference.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single, binding Agreement between and among all signatories thereto. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages may all be attached to a single instrument.

11. Successors and Assigns. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the AGFC, Byner and Reclamation, and their successors-in-ownership and assigns.

12. No Partnership and No Third Party Beneficiary. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other similar arrangement between Byner and the AGFC. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder. There are no third party beneficiaries of this Agreement.

13. Amendment. No change or additions may be made to this Agreement except by a written amendment executed by the Parties hereto.

14. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with applicable law.

15. Severability. In the event that any part of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remainder of the Agreement shall not be affected.

16. No Brokerage. The Parties represent and warrant each to the other that they have not dealt with any real estate broker or agent in connection with the transaction that is the subject matter of this Agreement.

[SIGNATURE BLOCKS APPEAR ON NEXT FOLLOWING PAGE]

Legislative Draft

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

“BYNER”

BYNER CATTLE COMPANY, a Nevada corporation

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

“AGFC”

ARIZONA GAME AND FISH COMMISSION, an agency of the State of Arizona

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

Approved as to form:

\_\_\_\_\_

“RECLAMATION”:

United States Department of the Interior,  
Bureau of Reclamation, Lower Colorado  
Region, for the sole purpose of agreeing to  
Section 4 hereof, and for no other purpose

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Program Manager

Lower Colorado River Multi-Species  
Conservation Program Bureau of  
Reclamation

Approved as to form:

\_\_\_\_\_

**EXHIBIT I**

**Form of Memorandum of Lease**

When recorded, return to:

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**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT (this "Memorandum") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the BYNER CATTLE COMPANY, a Nevada corporation ("Lessor") and UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, LOWER COLORADO REGION ("Lessee").

**RECITALS:**

This Memorandum is made with respect to the following facts:

A. Lessor is the owner of the real property located in Mohave and La Paz Counties, Arizona, known as Planet Ranch, which is comprised of approximately 8,388.73 acres of land located on the lower reaches of the Bill Williams River, which ownership interest includes certain certificated water rights.

B. Simultaneously with the execution of this Memorandum, Lessor and Lessee are entering into that certain Planet Ranch Lease Agreement (the "Lease"), pursuant to which Lessor is leasing to Lessee certain lands within Planet Ranch, together with a portion of the certificated water rights appurtenant to Planet Ranch, for use in habitat restoration activities and comparable activities on a portion of Planet Ranch. The portions of Planet Ranch leased to Lessee (the "Leased Land") are described on Exhibit A attached hereto and by this reference made part hereof.

C. Lessor and Lessee desire to enter into this Memorandum to give record notice of the Lease and the rights of Lessee under the Lease.

**LEASE AND AGREEMENT:**

In consideration of the Lease and the terms and provisions of this Memorandum, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Lessor and Lessee, Lessor and Lessee hereby agree as follows:

1. Lease. In accordance with and subject to the terms and conditions of the Lease, Lessor has leased the Leased Premises, together with the surface water rights described in Exhibit B attached hereto (the “Leased Surface Water Rights”) to Lessee, and Lessee has leased the Leased Premises and the Leased Surface Water Rights from Lessor.

2. Lease Term. The term of the Lease commences on the Lease Closing (which date is defined in the Section 6.2 of the Escrow Agreement for the Lease), and expires on the fiftieth (50<sup>th</sup>) anniversary of the Lease Closing.

3. Rent. Lessee shall pay rent to Lessor in one lump sum as the full amount of rent due on the Lease Closing. If Lessor transfers fee title to the leased lands and assigns any of Lessor’s interest in lease, neither the transferee nor assignee is entitled to any portion of the rental payment and no additional rent is due.

4. Use of Leased Property. During the term of the Lease, the Leased Lands shall be used only to create, enhance and restore native habitat, including establishment and restoration of native plant species (collectively, “Habitat Restoration Activities”), and other activities compatible with Habitat Restoration Activities.

5. License. Lessor has granted to Lessee for the Term of the Lease, (i) an irrevocable non-exclusive license for vehicular and pedestrian ingress and egress to and from the Leased Lands, over existing roads located (and as they may be relocated from time to time) on specified portions of the real property described in Exhibit C attached hereto (the “Byner Land”) for access to the Leased Lands, (ii) a non-exclusive right of ingress and egress to each of the Well Sites described in Exhibit D hereto (the “Well Sites”), which by this reference is incorporated herein, (iii) the non-exclusive right to pump water from each of the wells located on each of the Well Sites and to use any existing water lines or other water delivery infrastructure on the Byner Land to deliver water from any Well Site to any part of the Leased Lands (collectively, the “Reclamation License”). The Reclamation License is granted subject to all matters of record affecting the Byner Land. The maintenance obligations relating to the Reclamation License are as set forth in the Lease. The Reclamation License granted by the Lease shall terminate, if not sooner terminated or abandoned, on the earlier of the date the Lease expires or terminates, or the Reclamation License is abandoned.

6. If Lessor transfers fee title to the Leased Lands and assigns its interests under the Lease to a third party, such transfer shall include the transfer of all of Lessor’s right, title and interest in the Leased Surface Water Rights, subject to Lessee’s right to divert water under the Leased Surface Water Rights for use anywhere on the Leased Lands, as provided in the Lease.

7. Conflicts. In the event of any conflict between the terms of the Lease and the terms of this Memorandum, the terms of the Lease shall control.

8. Incorporation of Lease. All terms and conditions set forth in the Lease are incorporated by this reference as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

Legislative Draft



IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the date first written above.

LESSOR:  
BYNER CATTLE COMPANY, a Nevada corporation

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

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

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_, the \_\_\_\_\_ of BYNER CATTLE COMPANY, a Nevada corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SIGNATURE PAGE OF LESSOR]

LESSEE:  
BUREAU OF RECLAMATION

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

Its: \_\_\_\_\_

Approved as to form:

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014  
by \_\_\_\_\_, the \_\_\_\_\_ of BUREAU OF  
RECLAMATION.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SIGNATURE PAGE OF LESSEE]

## Exhibit A

### Legal Description of Leased Lands

MOHAVE COUNTY  
(PARCELS 1 THROUGH 5)

PARCEL NO. 1:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 2:

ALL OF SECTIONS 32 AND 34 TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 3:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 4:

ALL OF SECTIONS 33 AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 5:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

LA PAZ COUNTY  
(PARCELS 6 THROUGH 9)

PARCEL NO. 6:

THAT PORTION OF THE SOUTH HALF (S1/2) OF LOT TWO (2), ALL OF LOTS THREE (3) AND FOUR (4), THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (S1/2 OF SE1/4 OF NW1/4) AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 OF S1/2 OF NE1/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57, OF DOCKETS, PAGE 310.

PARCEL NO. 7:

ALL OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT ANY PART OF SECTION 32 LYING WITHIN THE COPPER HILL MINING CLAIM AS SHOWN ON THE PLAT OF MINERAL SURVEY NUMBER 2675;

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32;

THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 634.31 FEET;

THENCE SOUTH 76°41'15" WEST A DISTANCE OF 94.09 FEET TO THE SOUTHEASTERLY LINE OF THE PLANET RANCH ROAD;

THENCE ALONG SAID LINE SOUTH 28°33' WEST A DISTANCE OF 101.23 FEET;

THENCE SOUTHWESTERLY 250.25 FEET THROUGH AN ANGLE OF 54°22', ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 263.73 FEET TO A POINT OF TANGENCY, FROM WHICH A RADIAL LINE BEARS NORTH 07°05' WEST;

THENCE SOUTH 82°55' WEST A DISTANCE OF 96.52 FEET;

THENCE WESTERLY 184.42 FEET THROUGH AN ANGLE OF 17°40'14" ALONG A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 597.96 FEET TO A POINT OF TANGENCY FROM WHICH A RADIAL LINE BEARS NORTH 10°35'14" EAST;

THENCE NORTH 79°24'46" WEST A DISTANCE OF 260.38 FEET;

THENCE LEAVING THE SOUTHWESTERLY LINE OF SAID PLANET RANCH ROAD, SOUTH A DISTANCE OF 429.61 FEET TO THE SOUTH LINE OF SAID SECTION 32;

THENCE SOUTH ALONG SAID SOUTH LINE EAST A DISTANCE OF 874.42 FEET MORE OR LESS BACK TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 32;  
THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET;  
THENCE NORTH A DISTANCE OF 634.31 FEET;  
THENCE SOUTH 76°41'15" WEST A DISTANCE OF 214.08 FEET;  
THENCE NORTH 13°18'45" WEST A DISTANCE OF 25.00 FEET;  
THENCE NORTH 76°41'15" EAST A DISTANCE OF 220.00 FEET;  
THENCE EAST A DISTANCE OF 1270.58 FEET;  
THENCE SOUTH A DISTANCE OF 660.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL NO. 8:

THOSE PORTIONS OF SECTIONS 33, 34, AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD. (SECTION 34)

ALSO EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57 OF DOCKETS, PAGE 310. (SECTION 33 AND 35)

PARCEL NO. 9:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD.

**Exhibit B**

**Description of Leased Surface Water Rights**

<b>ADWR Application/Certificate No.</b>	<b>Priority Date</b>	<b>Annual Volume</b>
A4643 / 3270	March 5, 1963	664.1
A4939 / 3903	June 3, 1971	960
33-28672 / 28672	June 25, 1974	471
33-28673 / 28673	June 25, 1974	600
A4644 / 3281	March 5, 1963	1,294.1
33-28677 / 28677	June 25, 1974	1,560
<b>Total</b>		<b>5,549.2</b>

39.

**Exhibit C**

**Legal Description of Byner Land**

Mohave County Fee Property

**PARCEL NO. 1:**

Lot 1, Section 31, Township 11 North, Range 15 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 64 of Deeds, page 599, records of Mohave County, Arizona.

**PARCEL NO. 2:**

The Southwest quarter of the Southwest quarter and the Southwest quarter of the Southeast quarter of Section 16, Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT all mineral deposits and rights as reserved by State of Arizona in Deed recorded in Book 55 of Deeds, page 232, records of Mohave County, Arizona. (The Southwest quarter of the Southwest quarter); and

EXCEPT all mineral deposits and rights as reserved by State of Arizona in Deed recorded in Book 54 of Deeds, page 548, records of Mohave County, Arizona. (The Southwest quarter of the Southeast quarter)

**PARCEL NO. 3:**

The Northwest quarter of the Southwest quarter, and the Southwest quarter of the Northeast quarter, and the South half of the Northwest quarter of Section 25; The North half of the North half of Section 27; and The West half of the Northeast quarter and the Northwest quarter of Section 29 ALL in Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT oil, gas, coal and minerals as reserved in Deed recorded in Book 59 of Deeds, page 41, records of Mohave County, Arizona.

**PARCEL NO. 4:**

The Southeast quarter of Southwest quarter of Section 16; Section 20; Section 28, except the West half of the Northwest quarter:

Lots 1, 2, and 3;

East half of Northeast quarter;

East half of Northwest quarter;

Northeast quarter of Southwest quarter of Section 30;

ALL in Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT 1/16<sup>th</sup> of all oil, gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all

materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

**PARCEL NO. 5:**

Those portions of the North half; and  
The Northeast quarter of the Southeast quarter of Section 32; and of Sections 34 and 36, Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, lying in Mohave County, Arizona;

EXCEPT 1/16<sup>th</sup> of all oil, gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

**PARCEL NO. 6:**

Section 21;  
The Northeast quarter of Southwest quarter; Northwest quarter of Southeast quarter; and South half of South half of Section 25;  
The South half of South half of Section 26;  
The South half and the South half of North half of Section 27;  
The West half of Northwest quarter of Section 28;  
The East half of East half; Northwest quarter of Southeast quarter; and North half of Southwest quarter of Section 29;  
The North half of Lot 4, West half of Northeast quarter; North half of Southeast quarter; North half of Southwest quarter of Southeast quarter; North half of Southeast quarter of Southwest quarter of Section 30;  
ALL in Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona;

EXCEPT oil, gas, coal and minerals as reserved in Deed recorded in Book 64 of Deeds, page 599, records of Mohave County, Arizona.

**PARCEL NO. 7:**

Those portions of the Northwest quarter of Southeast quarter of Section 32; and Sections 33 and 35, Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, lying in Mohave County, Arizona;

EXCEPT oil, gas, coal and minerals as reserved in Deed recorded in Book 64 of Deeds, page 599, records of Mohave County, Arizona.

**PARCEL NO. 8:**

The Southeast quarter; East half of Southwest quarter; Southwest quarter of Northeast quarter; and Southeast quarter of Northwest quarter of Section 26, Township 13 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.



La Paz County Fee Property

**PARCEL NO. 1:**

That portion of the South half of Lot 2;  
All of Lots 3 and 4;  
The South half of the Southeast quarter of the Northwest quarter; and  
The South half of the South half of the Northeast quarter of Section  
31, Township 11 North, Range 16 West of the Gila and Salt River Base  
and Meridian, lying in La Paz County, Arizona.

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded  
in Docket 57, page 310, records of Yuma County, Arizona.

**PARCEL NO. 2:**

Those Portions of:

Lot 1;  
The North half;  
The Southeast quarter;  
The North half of the Southwest quarter;  
The North half of the Southeast quarter of the Southwest quarter;  
The Southeast quarter of the Southeast quarter of the Southwest quarter  
of Section 32, Township 11 North, Range 16 West of the Gila and Salt  
River Base and Meridian, lying in La Paz County, Arizona.

EXCEPT that portion of the Southwest quarter of Section 32, Township  
11 North, Range 16 West of the Gila and Salt River Base and Meridian,  
La Paz County, Arizona, described as follows:

BEGINNING at the South quarter corner of Section 32;  
thence West along the South line of Section 32, a distance of 1270.58  
feet to the TRUE POINT OF BEGINNING;  
thence North 634.31 feet;  
thence South 76° 41' 15" West, 94.09 feet to the Southeasterly line  
of the Planet Ranch Road;  
thence along said line South 28° 33' West, 101.23 feet;  
thence Southwesterly 250.25 feet through an angle of 54° 22', along  
a tangent curve concave to the Northwest, having a radius of  
263.73 feet to a point of tangency from which a radial line  
bears North 7° 05' West;  
thence South 82° 55' West, 96.52 feet;  
thence Westerly, 184.42 feet through an angle of 17° 40' 14" along  
a tangent curve concave to the North having a radius of 597.96  
feet to a point of tangency from which a radial line bears  
North 10° 35' 14" East;  
thence North 79° 24' 46" West, 260.38 feet;  
thence leaving the Southwesterly line of said Planet Ranch Road,  
South 429.61 feet to the South line of Section 32;  
thence along said line East 874.42 feet to the TRUE POINT OF

**BEGINNING;**

EXCEPT that portion of the Southwest quarter of Section 32, Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, La Paz County, Arizona, described as follows:

BEGINNING at the South quarter corner of Section 32;  
thence West along the South line of Section 32, a distance of  
610.58 feet to the TRUE POINT OF BEGINNING;  
thence along said line West 660.00 feet;  
thence North 634.31 feet;  
thence South 76° 41' 15" West, 214.08 feet;  
thence North 13 ° 18' 45" West, 25.00 feet;  
thence North 76° 41' 15" East, 220.00 feet;  
thence East 660.00 feet;  
thence South 660.00 feet to the TRUE POINT OF BEGINNING; and

EXCEPT that portion of the Southwest quarter of Section 32, Township 11 North, Range 16 West of the Gila and Salt River Base and Meridian, La Paz County, Arizona, described as follows:

BEGINNING at the South quarter Section corner of Section 32;  
thence between Sections 32 and 5, West, 610.58 feet;  
thence North 660.00 feet;  
thence East 610.58 feet;  
thence South 660.00 feet to the TRUE POINT OF BEGINNING.

EXCEPT 1/16th of all oil, gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

**PARCEL NO. 3:**

Those portions of Sections 33, 34, 35 and 36, Township 11 North, Range 16 West of Gila and Salt River Base and Meridian, lying in La Paz County, Arizona.

EXCEPT 1/16th of all oil, gases and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes; (Sections 34 and 36) and

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded in Docket 57, page 310, records of Yuma County, Arizona. (Sections 33 and 35)

**PARCEL NO. 4:**

The North half of the North half of Section 3;  
The North half of the North half of Section 4;

The North half of the Northeast quarter of Section 5, Township 10 North, Range 16 West of the Gila and Salt River Base and Meridian, La Paz County, Arizona.

EXCEPT all oil, gas, coal and minerals as reserved in Deed recorded in Book 102 of Deeds, page 564, records of Yuma County, Arizona; (Section 3) and

EXCEPT all oil and gas as reserved in Patent from United States of America. (Sections 4 and 5)

Legislative Draft

**PLANET RANCH LEGAL DESCRIPTION SUMMARY**

**Deeded Fee Property**

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	<u>Acres</u>	
<u>(Acs)</u>		
T11N R15 W		
Section 31: Lot 1 (37.91 Acs)		37.91
T11N R 16W		
Section 16: S1/2 SW1/4, SW1/4 SE1/4		120.00
Section 20: All		640.00
Section 21: All		640.00
Section 25: SW1/4, S1/2 NW1/4, W1/2 SE1/4, SE1/4 SE1/4, SW1/4 NE1/4		400.00
Section 26: S1/2 S1/2		160.00
Section 27: All		640.00
Section 28: All		640.00
Section 29: N1/2, N1/2 S1/2, SE1/4 SE1/4		520.00
Section 30: Lot 1 (37.75 Acs) Lot 2 (37.81 Acs) Lot 3 (37.87 Acs) Lot 4-N1/2 (18.96 Acs), NE1/4, E1/2 NW1/4, NE1/4 SW1/4, N1/2 SE1/4 SW1/4, N1/2 SE1/4 N1/2 SW1/4 SE1/4		532.39
Section 31: Lot 2-S1/2 (18.99 Acs) Lot 3 (38.00 Acs) Lot 4 (40.43), S1/2 SE1/4 NW1/4, S1/2 S1/2 NE1/4		157.42
Section 32: N1/2, SE1/4, N1/2 SW1/4 N1/2 SE1/4 SW1/4, SE1/4 SE1/4 SW1/4 and Lot 1 (partial)		621.01
Section 33: All		640.00
Section 34: All		640.00
Section 35: All		640.00
Section 36: All		640.00
T13N R16W		
Section 26: SE1/4, E1/2 SW1/4, SW1/4 NE1/4, SE1/4 NW1/4		320.00
T10N R16W		
Section 3: N1/2 N1/2		160.00
Section 4: N1/2 N1/2		160.00
Section 5: N1/2 NE1/4		80.00

---

8,388.73 Acs

**But excluding the following real property:**

MOHAVE COUNTY  
(PARCELS 1 THROUGH 5)

PARCEL NO. 1:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 2:

ALL OF SECTIONS 32 AND 34 TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

PARCEL NO. 3:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 4:

ALL OF SECTIONS 33 AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 64 OF DEEDS, PAGE 599, RECORDS OF MOHAVE COUNTY, ARIZONA.

PARCEL NO. 5:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN MOHAVE COUNTY, ARIZONA;

EXCEPT 1/16TH OF ALL OIL, GASES, AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES.

LA PAZ COUNTY  
(PARCELS 6 THROUGH 9)

PARCEL NO. 6:

THAT PORTION OF THE SOUTH HALF (S1/2) OF LOT TWO (2), ALL OF LOTS THREE (3) AND FOUR (4), THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (S1/2 OF SE1/4 OF NW1/4) AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 OF S1/2 OF NE1/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57, OF DOCKETS, PAGE 310.

PARCEL NO. 7:

ALL OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT ANY PART OF SECTION 32 LYING WITHIN THE COPPER HILL MINING CLAIM AS SHOWN ON THE PLAT OF MINERAL SURVEY NUMBER 2675;

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32;

THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 634.31 FEET;

THENCE SOUTH 76°41'15" WEST A DISTANCE OF 94.09 FEET TO THE SOUTHEASTERLY LINE OF THE PLANET RANCH ROAD;

THENCE ALONG SAID LINE SOUTH 28°33' WEST A DISTANCE OF 101.23 FEET;

THENCE SOUTHWESTERLY 250.25 FEET THROUGH AN ANGLE OF 54°22', ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 263.73 FEET TO A POINT OF TANGENCY, FROM WHICH A RADIAL LINE BEARS NORTH 07°05' WEST;

THENCE SOUTH 82°55' WEST A DISTANCE OF 96.52 FEET;

THENCE WESTERLY 184.42 FEET THROUGH AN ANGLE OF 17°40'14" ALONG A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 597.96 FEET TO A POINT OF TANGENCY FROM WHICH A RADIAL LINE BEARS NORTH 10°35'14" EAST;

THENCE NORTH 79°24'46" WEST A DISTANCE OF 260.38 FEET;

THENCE LEAVING THE SOUTHWESTERLY LINE OF SAID PLANET RANCH ROAD, SOUTH A DISTANCE OF 429.61 FEET TO THE SOUTH LINE OF SAID SECTION 32;

THENCE SOUTH ALONG SAID SOUTH LINE EAST A DISTANCE OF 874.42 FEET MORE OR LESS BACK TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LA PAZ COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 32;  
THENCE WEST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 1270.58 FEET;  
THENCE NORTH A DISTANCE OF 634.31 FEET;  
THENCE SOUTH 76°41'15" WEST A DISTANCE OF 214.08 FEET;  
THENCE NORTH 13°18'45" WEST A DISTANCE OF 25.00 FEET;  
THENCE NORTH 76°41'15" EAST A DISTANCE OF 220.00 FEET;  
THENCE EAST A DISTANCE OF 1270.58 FEET;  
THENCE SOUTH A DISTANCE OF 660.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL NO. 8:

THOSE PORTIONS OF SECTIONS 33, 34, AND 35, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA.

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD. (SECTION 34)

ALSO EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 57 OF DOCKETS, PAGE 310. (SECTION 33 AND 35)

PARCEL NO. 9:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING IN LA PAZ COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS, AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED BY THE STATE OF ARIZONA, IN SECTION 37-231, ARIZONA REVISED STATUTES, AND IN PATENT OF RECORD.

**Exhibit D**

**DESCRIPTION OF WELL SITES**

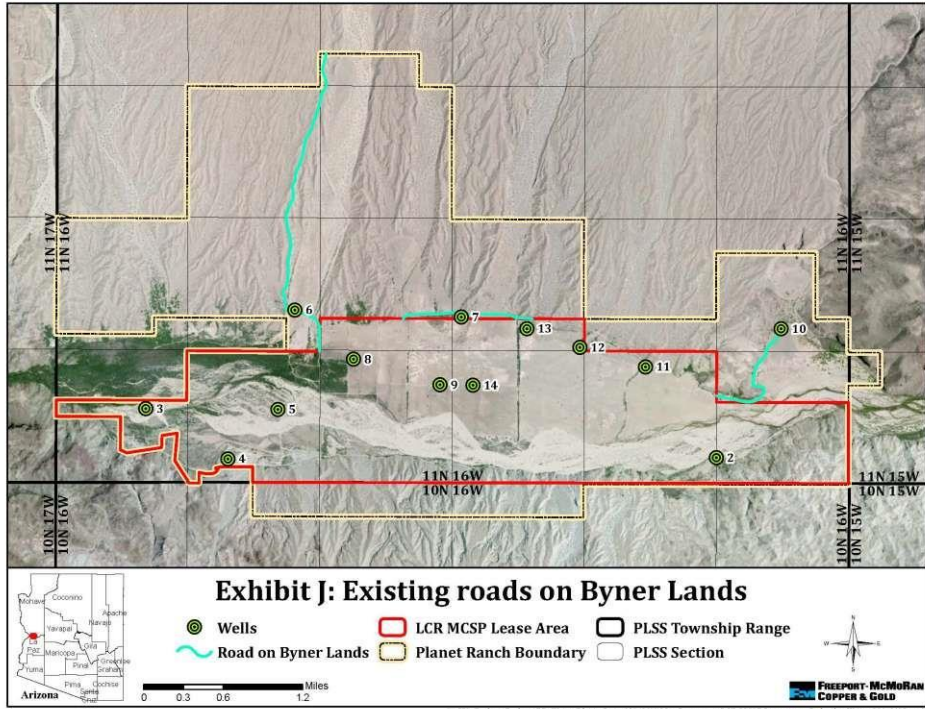
<b>Legal Description</b>	<b>Cadastral Location</b>	<b>WELL REGISTRATION NUMBER</b>
SW ¼ NE ¼ SE ¼ Section 29, T11N, R16W	(B-11-16)29dac	55-619411
NW ¼ SW ¼ SE ¼ Section 25, T11N, R16W	(B-11-16)25dcb	55-619409

Legislative Draft



# EXHIBIT J

## Existing Roads on Byner Lands






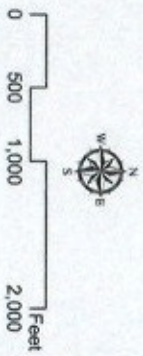
**FREEPORT-MCMORAN**  
**COPPER & GOLD**

**Exhibit - 2.36 : Lincoln Ranch**

Designed By: Kamakrishna Bilalakar  
Date Created : 05/12/2014

File : \\GIS\_Projects\Projects\Planet\_Ranch\_Crop\_Production\_20130225\  
Map Documents\Lincoln Ranch - Exhibit 2.36.mxd

**Legend**  
 Lincoln Ranch Boundary

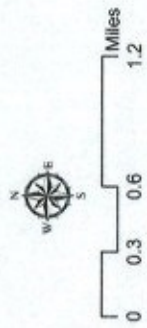




**Exhibit - 2.45 : Planet Ranch**

Designed By: Ramakrishna Billakanti  
 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
  - PLS Township Range
  - PLS Section



Arizona

**Exhibit 4.1(i)(a) – Freeport Water Rights Confirmed by AGFC**

**I. PLANET & LINCOLN RANCH SURFACE WATER RIGHTS SEVERED AND TRANSFERRED FOR USE AT BAGDAD MINE COMPLEX & BAGDAD TOWNSITE (SUBJECT TO THE CAP<sup>1</sup>)**

Water Right Descriptor	Pre-Severance and Transfer Water Right				Post-Severance and Transfer Water Right			
	ADWR Filing Number <sup>2</sup>	Priority Date	Point(s) of Diversion	Purpose and Place of Use <sup>3</sup>	Quantity <sup>4</sup>	Point(s) of Diversion	Purpose and Place of Use	Quantity <sup>5</sup>
Planet Ranch Water Rights Severed and Transferred for Use at Bagdad Mine Complex and Bagdad Townsite	CWR <sup>6</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>7</sup>	Mining Use <sup>8</sup> and Municipal Purposes <sup>9</sup> at Bagdad Mine Complex and Bagdad Townsite	1,435.4 AFY <sup>10</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>11</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				

<sup>1</sup> The term "Cap" in this Exhibit refers to the 10,055 AFY limit on Freeport Diversions from the Wikieup Wellfield and the Freeport Groundwater Wells described in Sections 4.2.2 and 4.2.3 of the Big Sandy River-Planet Ranch Agreement.

<sup>2</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>3</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>4</sup> Claimed quantity for irrigation is the annual diversion limit under the pre-severance and transfer water right.

<sup>5</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>6</sup> "CWR" means "Certificate of Water Right."

<sup>7</sup> The Wikieup Wellfield is the geographic area 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, as defined in Section IV of this Exhibit 4.1(i)(a) to the Big Sandy River-Planet Ranch 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>8</sup> "Mining Uses" is defined in Section 2.37 of the Big Sandy River-Planet Ranch Agreement.

<sup>9</sup> "Municipal Purposes" is defined in Section 2.38 of the Big Sandy River-Planet Ranch Agreement.

<sup>10</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>11</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 (SUBJECT TO THE CAP<sup>1</sup>)**

Water Right Descriptor	Pre-Severance and Transfer Water Right					Post-Severance and Transfer Water Right		
	ADWR Filing Number <sup>2</sup>	Priority Date	Point(s) of Diversion	Purpose and Place of Use <sup>3</sup>	Quantity <sup>4</sup>	Point(s) of Diversion	Purpose and Place of Use	Quantity <sup>5</sup>
Planet Ranch Water Rights Severed and Transferred for Use at Bagdad Mine Complex and Bagdad Townsite (Continued)	CWR 4086 (4A-4678)	8-27-1963	SE ¼ SE ¼ Section 35 T11N, R16W (Well 55-619419)	Irrigation of 35 acres	210 AFY	Wikieup Wellfield	Mining Use and Municipal Purposes at Bagdad Mine Complex and Bagdad Townsite	188.6 AFY
	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
	CWR 3282e (4A-4650)	4-8-1963	SE ¼ NE ¼ Section 33 T11N, R16W (Well 55-619417)	Irrigation of 190 acres	1,140 AFY	"	"	1,010.3 AFY
			NE ¼ SE ¼ Section 29 T11N, R16W (Well 55-619411)	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>12</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 (NOT SUBJECT TO THE CAP)**

<sup>12</sup> "POD" means point of diversion.

Water Right Descriptor	ADWR Filing Number	Priority Date	Pre-Severance and Transfer Water Right			Post-Severance and Transfer Water Right			
			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	93-acre parcel: SW ¼ NE ¼ Section 32 T11N, R16W (Well 55-619414)	Irrigation of 215 acres	1,290 AFY	Planet Ranch Irrigation Wells <sup>13</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	1294.1 AFY	
			SE ¼ SW ¼ Section 32 T11N, R16W (Well 55-619420)	Stockwatering	1,350,000 gallons per year for stockwatering				
			122-acre parcel: 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 (SUBJECT TO THE CAP)**

<sup>13</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.

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 tributary to the Big Sandy River	11-13-1913	Formerly Irrigation; Now Mining Use and Municipal Purposes	280 GPM (451 AFY)	Bagdad Mine Complex and Bagdad Townsite	Wikieup Wellfield	
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	"	6-20-1873	"	1,120 GPM (1,803 AFY)	"	"	
	36-31861							
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. Metcalfe 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	Wikieup Wellfield	

**III. PRE-1919 BIG SANDY VALLEY SURFACE WATER RIGHTS SEVERED AND TRANSFERRED FOR USE AT BAGDAD MINE COMPLEX AND BAGDAD TOWNSITE (SUBJECT TO THE CAP)**

<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>
						Townsite		
Norman H. Chapman Homestead Claim	36-105639	"	1-1-1918	"	69 AFY	"	"	
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 (SUBJECT TO THE CAP)**



ADWR Well Registration Number (Well Name)	ADWR Statement of Claim No.	Well Completion Date	Purpose of Use	Quantity <sup>14</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	SE ¼ NW ¼ NW ¼ Section 2 T17N, R13W	

<sup>14</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 (SUBJECT TO THE CAP)**

ADWR Well Registration Number (Well Name)	ADWR Statement of Claim No.	Well Completion Date	Purpose of Use	Quantity <sup>14</sup>	Place of Use	Well Location	Pending Updates
					Townsite		
55-611637 (Airport)	36-66365	1-1-1960	"	300 GPM (483 AFY)	"	NW ¼ SE ¼ SW ¼ 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 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	NW ¼ NE ¼ SE ¼ Section 3 T16N, R13W	

**IV. WIKIEUP WELLFIELD POINTS OF DIVERSION (SUBJECT TO THE CAP)**

ADWR Well Registration Number (Well Name)	ADWR Statement of Claim No.	Well Completion Date	Purpose of Use	Quantity <sup>14</sup>	Place of Use	Well Location	Pending Updates
					Townsite		
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 (BS-12-003)	36-105656	7-23-12	"	1,500 GPM (2,420 AFY)	"	SW ¼ SW ¼ NE ¼ 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 (NOT SUBJECT TO THE CAP)**

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	
				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	1,810 AFY	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); and NE ¼ SW ¼ (Well 55-624371) All within Section 14 T18N, R13W	

**VI. BAGDAD MINE COMPLEX AREA AND BAGDAD TOWNSITE SURFACE WATER RIGHTS (NOT SUBJECT TO THE CAP)**

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 Transferred from Boulder and Burro Creeks)	11-5-1941	Mining, Municipal, Domestic	814 AFY	NW ¼ SE ¼ Section 4 T14N, R9W	"	"
	36-66369							
TOTAL:	CWR 2206 (4A-3117)	Francis Creek (Diversion Transferred from Burro Creek)	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							
<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	

**VI. BAGDAD MINE COMPLEX AREA AND BAGDAD TOWNSITE SURFACE WATER RIGHTS (NOT SUBJECT TO THE CAP)**

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	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 Tailings Dam)	T14N, R10W	
				Storage for Zero Discharge Facility	890 AF (Storage Capacity)	NE ¼ NE ¼ Section 12, T14N, R10W (Detention 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 (NOT SUBJECT TO THE CAP)**

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	Groundwater	10-22-1987	SW ¼ NW ¼ SW ¼ Section 3, T14N, R9W	Bagdad Mine Complex	Mining	Reasonable Use

**VII. MINE AREA AND DEWATERING GROUNDWATER WELLS (NOT SUBJECT TO THE CAP)**

Well Name	ADWR Well Registration Number	Source	Well Construction Date	Well Location	Place of Use	Purpose of Use	Quantity
SE Well	55-915859	"	9-18-2013	NW ¼ SE ¼ SW ¼ Section 4, T14N, R9W	"	"	"
P11-12	55-220822	"	Pending	SE ¼ SE ¼ NW 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 (SUBJECT TO THE CAP)**

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. SKULL VALLEY GROUNDWATER WELLS (NOT SUBJECT TO THE CAP)**

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	"	"	"

**X. BYNER CATTLE CO. STOCKWATERING SURFACE WATER RIGHTS (NOT SUBJECT TO THE CAP)**

ADWR Filing Number	Source	Priority Date	Purpose of Use	Point of Diversion	Place of Use	Quantity
33-25279.1 (CWR)	Salt Deer Wash, a tributary to Burro Creek	08-20-1973	Stockwatering	NW ¼ NE ¼ Section 16, T15N R10W	NW ¼ NE ¼ Section 16, T15N R10W	73,000 gpa (0.22 AFY) <sup>15</sup>
33-43230.1 (CWR)	Negro Ed Springs, a tributary to Burro Creek	02-24-1977	Stockwatering	SE ¼ SW ¼ NW ¼ Section 17, T15N R10W	SE ¼ SW ¼ NW ¼, NE ¼ SW ¼, 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	SW ¼ SW ¼ Section 3, T14N R11W	SW ¼ SW ¼ 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	E ½ NE ¼, SW ¼ NE ¼, NW ¼ SE ¼, NE ¼ SW ¼, SE ¼ NW ¼, W ½ NW ¼, Section 13 and E ½ NE ¼, SW ¼ NE ¼, NW ¼ SE ¼, S ½ NW ¼, SW ¼ SW ¼, 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	N ½ SW ¼, S ½ SW ¼, Section 10, T15N R10W	109,500 gpa (0.34 AFY)
33-43234.1 (CWR)	Burro Creek, a tributary to the Big Sandy River	02-24-1977	Stockwatering	Instream Use	NW ¼ NE ¼, E ½ NW ¼, SW ¼ NW ¼, W ½ SW ¼ Section 5, NW ¼ NW ¼ Section 8, E ½ NE ¼, N ½ SE ¼, Section 7, NW ¼ 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	NE ¼ SE ¼, S ½ NE ¼, S ½ NW ¼, NW ¼ SW ¼, Section 25, N ½ SE ¼, E ½ SW ¼, SW ¼ SW ¼ SW ¼, Section 26, S ½ SE ¼, NW ¼ SE ¼, NE ¼ SW ¼, S ½ NW ¼ Section 27, E ½ NE ¼, NW ¼ NE ¼ 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	SE ¼ NE ¼, NE ¼ SE ¼, S ½ SE ¼, Section 15, NE ¼ NE ¼, W ½ NE ¼, SE ¼ NW ¼, E ½ SW ¼, SW ¼ SW ¼ Section 22, N ½ NE ¼, N ½ NW ¼, SW ¼ NW ¼, SW ¼ SW ¼ Section 28, E ½ NE ¼, E ½ SE ¼, SW ¼ SE ¼, E ½ SW ¼, SW ¼ SW ¼, Section 29, N ½ NW ¼, SE ¼ NW ¼, NE ¼ SW ¼, W ½ SE ¼, 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	SW ¼ NE ¼, Section 24, T15N R11W	SW ¼ NE ¼, Section 24, T15N R11W	91,250 gpa <sup>16</sup> (0.28 AFY)
33-46999.1 (CWR)	Red Knob Wash, a tributary to Burro Creek	07-07-1977	Stockwatering	SW ¼ NE ¼ Section 27 T15N R11W	SW ¼ NE ¼ 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	SE ¼ SE ¼ Section 14, T15N R 11W	SE ¼ SE ¼ Section 14, T15N R 11W	73,000 gpa <sup>17</sup> (0.22 AFY)

<sup>15</sup> Storage is limited to 0.734 acre-foot in Deer Mountain Tank.

<sup>16</sup> Storage is limited to 3.7 acre-feet in Yellow Bluff Stockpond.

<sup>17</sup> Storage is limited to 5.5 acre-feet in Dead Cow Stockpond.

**X. BYNER CATTLE CO. STOCKWATERING SURFACE WATER RIGHTS (NOT SUBJECT TO THE CAP)**

ADWR Filing Number	Source	Priority Date	Purpose of Use	Point of Diversion	Place of Use	Quantity
33-47001.1 (CWR)	Sycamore Wash, a tributary to Burro Creek	07-07-1977	Stockwatering	SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 14, T15N R11W	SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 14, T15N R11W	91,250 gpa <sup>18</sup> (0.28 AFY)
36-65724	Chappo Dam Upper, a tributary to Crow Canyon	Prior to 1898	Stockwatering	NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 13 T17N R15W	NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 13 T17N R15W	1,000 gpd (1.12 AFY)
36-65725	Main Chappo Spring, a tributary to Crow Canyon	Prior to 1898	Stockwatering	NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 13, T17N R15W	NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 13, T17N R15W	1,000 gpd (1.12 AFY)
36-65726	Rock House Canyon, a tributary to Crow Canyon	Prior to 1898	Stockwatering	SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 9, T17N R14W	SW $\frac{1}{4}$ SW $\frac{1}{4}$ 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	SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 23, T17N R14W	SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 23, T17N R14W	1,000 gpd (1.12 AFY)
36-65728	Copper Basin Wash, a tributary to DeLuge Wash	Prior to 1898	Stockwatering	SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 19 T17N R14W	SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 19 T17N R14W	200 gpd (0.22 AFY)
36-65729	Sweeny Water Canyon, a tributary to Crow Canyon	Prior to 1898	Stockwatering	NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 22 T17N R14W	NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 22 T17N R14W	200 gpd (0.22 AFY)
36-65730	Goat Camp Spring, a tributary to Crow Canyon	Prior to 1898	Stockwatering	NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 23 T17N R14W	NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 23 T17N R14W	1,000 gpd (1.12 AFY)
36-65731	Walnut Spring, a tributary to Pilgram Wash	Prior to 1898	Stockwatering	SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 6 T17N R14W	SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 6 T17N R14W	1,000 gpd (1.12 AFY)
36-65732	Yellow Basin, a tributary to DeLuge Wash	Prior to 1898	Stockwatering	SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 20 T17N R14W	SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 20 T17N R14W	300 gpd (0.33 AFY)
36-65733	Tin House Wash, a tributary to DeLuge Wash	Prior to 1898	Stockwatering	SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 30 T17N R14W	SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 30 T17N R14W	200 gpd (0.22 AFY)
36-65734	Diamond Joe #2 Wash, a tributary to DeLuge Wash	Prior to 1898	Stockwatering	SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 24 T17N R14W	SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 24 T17N R14W	200 gpd (0.22 AFY)
36-65735	Dead Horse Canyon, a tributary to Crow Canyon	Prior to 1898	Stockwatering	NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 3 T17N R14W	NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 3 T17N R14W	1,000 gpd (1.12 AFY)
36-65736	Pinon Pine Canyon, a tributary to Crow Canyon	Prior to 1898	Stockwatering	SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 17 T17N R14W	SE $\frac{1}{4}$ NW $\frac{1}{4}$ 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	NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 21 T17N R14W	NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 21 T17N R14W	150 gpd (0.16 AFY)
36-65738	Spring So of Choppo, a tributary to Crow Canyon	Prior to 1898	Stockwatering	NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 24, T17N R15W	NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 24, T17N R15W	200 gpd (0.22 AFY)
36-65739	Ed's Spring, a tributary to Crow Canyon	Prior to 1898	Stockwatering	SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 8, T17N R14W	SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 8, T17N R14W	200 gpd (0.22 AFY)
36-65740	Chappo Dam Lower, a tributary to Crow Canyon	Prior to 1898	Stockwatering	NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 13 T17N R15W	NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 13 T17N R15W	1,000 gpd (1.12 AFY)
36-65741	Rough Place Spring, a tributary to Crow Canyon	Prior to 1898	Stockwatering	SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18, T17N R14W	SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18, T17N R14W	500 gpd (0.56 AFY)
36-65742	Slick Rock Canyon, a tributary to Crow Canyon	Prior to 1898	Stockwatering	SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18 T17N R14W	SW $\frac{1}{4}$ NE $\frac{1}{4}$ 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	SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 7 T17N R14W	SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 7 T17N R14W	1,000 gpd (1.12 AFY)
36-66227	Hackberry Spring	07-01-1913	Stockwatering	NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 10 T16N R14W	NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 10 T16N R14W	0.28 AFY
36-66228	Willow Spring	05-01-1910	Stockwatering	SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 1 T16N R15W	SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 1 T16N R15W	73,000 gpa (0.22 AFY)

<sup>18</sup> Storage is limited to 6.95 acre-feet in Sycamore Stockpond.



**X. BYNER CATTLE CO. STOCKWATERING SURFACE WATER RIGHTS (NOT SUBJECT TO THE CAP)**

ADWR Filing Number	Source	Priority Date	Purpose of Use	Point of Diversion	Place of Use	Quantity
36-66229	Montezuma Spring	05-01-1910	Stockwatering	SW ¼ SW ¼ Section 31 T17N R14W	SW ¼ SW ¼ Section 31 T17N R14W	127,750 gpa (0.39 AFY)
36-66230	Yellow Jacket Spring	05-01-1910	Stockwatering	SW ¼ SW ¼ Section 2 T15N R14W	SW ¼ SW ¼ Section 2 T15N R14W	109,500 gpa (0.33 AFY)
36-66231	Cold Spring	05-01-1910	Stockwatering	NW ¼ NE ¼ Section 5 T16N R14W	NW ¼ NE ¼ Section 5 T16N R14W	91,250 gpa (0.28 AFY)
36-66232	Doyle Water Spring	05-01-1910	Stockwatering	SE ¼ NW ¼ Section 12 T15N R14W	SE ¼ NW ¼ Section 12 T15N R14W	91,250 gpa (0.28 AFY)
36-66233	Magee Falls	05-01-1910	Stockwatering	SW ¼ SW ¼ Section 9 T16N R14W	SW ¼ SW ¼ Section 9 T16N R14W	91,250 gpa (0.28 AFY)
36-66234	Masten Spring	05-01-1910	Stockwatering	SW ¼ SE ¼ Section 23 T16N R14W	SW ¼ SE ¼ Section 23 T16N R14W	91,250 gpa (0.28 AFY)
36-66236	Black Willow Spring	05-01-1910	Stockwatering	SW ¼ SE ¼ Section 4 T17N R12W	SW ¼ SE ¼ Section 4 T17N R12W	91,250 gpa (0.28 AFY)
36-66237	Pearson Falls	05-01-1910	Stockwatering	NW ¼ SW ¼ Section 9 T17N R12W	NW ¼ SW ¼ Section 9 T17N R12W	91,250 gpa (0.28 AFY)
36-66238	Pearson Spring	05-01-1910	Stockwatering	NE ¼ SW ¼ Section 9 T17N R12W	NE ¼ SW ¼ Section 9 T17N R12W	91,250 gpa (0.28 AFY)
36-66239	Bluffs Spring	05-01-1910	Stockwatering	NW ¼ NW ¼ Section 20, T17N R12W	NW ¼ NW ¼ Section 20, T17N R12W	109,500 gpa (0.33 AFY)
36-66240	Ledge Spring	05-01-1910	Stockwatering	SW ¼ SE ¼ Section 16 T17N R12W	SW ¼ SE ¼ Section 16 T17N R12W	109,500 gpa (0.33 AFY)
36-66241	Tule Spring No. 1	05-01-1910	Stockwatering	NW ¼ NW ¼ Section 22 T17N R12W	NW ¼ NW ¼ Section 22 T17N R12W	91,250 gpa (0.28 AFY)
36-66242	Tule Spring No. 2	05-01-1910	Stockwatering	NW ¼ NW ¼ Section 22 T17N R12W	NW ¼ NW ¼ Section 22 T17N R12W	109,500 gpa (0.33 AFY)
36-66243	Mesquite Spring	05-01-1910	Stockwatering	SE ¼ SW ¼ Section 32 T17N R12W	SE ¼ SW ¼ Section 32 T17N R12W	109,500 gpa (0.33 AFY)
36-66244	Burro Spring	05-01-1910	Stockwatering	NE ¼ SE ¼ Section 24 T16.5N R13W	NE ¼ SE ¼ Section 24 T16.5N R13W	91,250 gpa (0.28 AFY)
36-66245	Hackberry Spring	05-01-1910	Stockwatering	NE ¼ NE ¼ Section 19 T16.5N R12W	NE ¼ NE ¼ Section 19 T16.5N R12W	109,500 gpa (0.33 AFY)
36-66246	Hackberry Spring No. 2	05-01-1910	Stockwatering	SW ¼ SW ¼ Section 34 T17N R12W	SW ¼ SW ¼ Section 34 T17N R12W	91,250 gpa (0.28 AFY)
36-66247	Lower Bull Canyon Spring	05-01-1910	Stockwatering	NW ¼ NW ¼ Section 28 T16.5N R12W	NW ¼ NW ¼ Section 28 T16.5N R12W	109,500 gpa (0.33 AFY)
36-66248	Boner Canyon	05-01-1910	Stockwatering	NE ¼ SE ¼ Section 5 T16N R12W	NE ¼ SE ¼ Section 5 T16N R12W	91,250 gpa (0.28 AFY)
36-66249	Deluge Box	05-01-1910	Stockwatering	NE ¼ SE ¼ Section 28 T17N R14W	NE ¼ SE ¼ Section 28 T17N R14W	91,250 gpa (0.28 AFY)
36-66250	American Spring	05-01-1910	Stockwatering	NW ¼ SW ¼ Section 29 T17N R14W	NW ¼ SW ¼ Section 29 T17N R14W	91,250 gpa (0.28 AFY)
36-66251	Lower Water in Berkley	05-01-1910	Stockwatering	NE ¼ NE ¼ Section 36 T17N R15W	NE ¼ NE ¼ Section 36 T17N R15W	91,250 gpa (0.28 AFY)
36-66252	Berkley Box Water	05-01-1910	Stockwatering	NW ¼ NE ¼ Section 36 T17N R15W	NW ¼ NE ¼ Section 36 T17N R15W	73,000 gpa (0.22 AFY)
36-66253	Berkley Trap Water	05-01-1910	Stockwatering	NE ¼ NW ¼ Section 36 T17N R15W	NE ¼ NW ¼ Section 36 T17N R15W	146,000 gpa (0.45 AFY)

**X. BYNER CATTLE CO. STOCKWATERING SURFACE WATER RIGHTS (NOT SUBJECT TO THE CAP)**

<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>
36-66254	Brown Spring	05-01-1910	Stockwatering	NW ¼ SW ¼ Section 36 T17N R15W	NW ¼ SW ¼ Section 36 T17N R15W	109,500 gpa (0.33 AFY)
36-66255	Berkley Spring	05-01-1910	Stockwatering	NW ¼ NW ¼ Section 26 T17N R15W	NW ¼ NW ¼ Section 26 T17N R15W	91,250 gpa (0.28 AFY)
36-66256	Grapevine Spring No. 2	05-01-1910	Stockwatering	SE ¼ SW ¼ Section 34, T17N R15W	SE ¼ SW ¼ Section 34, T17N R15W	91,250 gpa (0.28 AFY)
36-66257	Cherry Spring	05-01-1910	Stockwatering	NE ¼ NE ¼ Section 20 T16.5N R15W	NE ¼ NE ¼ Section 20 T16.5N R15W	91,250 gpa (0.28 AFY)
36-66258	Yellow Basin Water	05-01-1910	Stockwatering	SW ¼ NW ¼ Section 21 T16.5N R15W	SW ¼ NW ¼ Section 21 T16.5N R15W	91,250 gpa (0.28 AFY)
36-66259	Lee's Spring	05-01-1910	Stockwatering	NW ¼ SW ¼ Section 22 T16.5N R15W	NW ¼ SW ¼ Section 22 T16.5N R15W	73,000 gpa (0.22 AFY)
36-66260	Little Seep Spring	05-01-1910	Stockwatering	SE ¼ NE ¼ Section 21 T16.5N R14W	SE ¼ NE ¼ Section 21 T16.5N R14W	75,000 gpa (0.23 AFY)
36-66261	Right Hand Canyon	05-01-1910	Stockwatering	NE ¼ NW ¼ Section 33 T16.5N R15W	NE ¼ NW ¼ Section 33 T16.5N R15W	91,250 gpa (0.28 AFY)
36-66262	Big Johnnie Spring	05-01-1910	Stockwatering	SE ¼ NE ¼ Section 33 T16.5N R15W	SE ¼ NE ¼ Section 33 T16.5N R15W	91,250 gpa (0.28 AFY)
36-66263	Little Joe Spring	05-01-1910	Stockwatering	SE ¼ SE ¼ Section 27 T16.5N R15W	SE ¼ SE ¼ Section 27 T16.5N R15W	91,250 gpa (0.28 AFY)
36-66264	Bob Lowe Tunnel	05-01-1910	Stockwatering	SE ¼ SW ¼ Section 35 T16.5N R15W	SE ¼ SW ¼ Section 35 T16.5N R15W	91,250 gpa (0.28 AFY)
36-66265	Matt Carr Spring	05-01-1910	Stockwatering	SE ¼ NE ¼ Section 34 T16.5N R15W	SE ¼ NE ¼ Section 34 T16.5N R15W	73,000 gpa (0.22 AFY)
36-66266	Delgado Spring	05-01-1910	Stockwatering	NE ¼ SW ¼ Section 2 T16N R15W	NE ¼ SW ¼ Section 2 T16N R15W	73,000 gpa (0.22 AFY)
36-66267	Frisco Water	05-01-1910	Stockwatering	SE ¼ SE ¼ Section 3 T16N R15W	SE ¼ SE ¼ Section 3 T16N R15W	127,750 gpa (0.39 AFY)
36-66268	Middle Water at Frisco	05-01-1910	Stockwatering	SW ¼ SE ¼ Section 3 T16N R15W	SW ¼ SE ¼ Section 3 T16N R15W	91,250 gpa (0.28 AFY)
36-66269	Upper Water at Frisco	05-01-1910	Stockwatering	SW ¼ SW ¼ Section 3 T16N R15W	SW ¼ SW ¼ Section 3 T16N R15W	91,250 gpa (0.28 AFY)
36-66270	Little Cold Springs	05-01-1910	Stockwatering	SW ¼ NE ¼ Section 10 T16N R15W	SW ¼ NE ¼ Section 10 T16N R15W	91,250 gpa (0.28 AFY)
36-66271	Grapevine Spring	05-01-1910	Stockwatering	NW ¼ NW ¼ Section 32 T17N R14W	NW ¼ NW ¼ Section 32 T17N R14W	91,250 gpa (0.28 AFY)
36-66272	Black Willow	05-01-1910	Stockwatering	SW ¼ SE ¼ Section 32 T17N R14W	SW ¼ SE ¼ Section 32 T17N R14W	109,500 gpa (0.33 AFY)
36-66273	Twin Springs	05-01-1910	Stockwatering	SW ¼ NE ¼ Section 33 T17N R14W	SW ¼ NE ¼ Section 33 T17N R14W	109,500 gpa (0.33 AFY)
36-66274	Big Granite	05-01-1910	Stockwatering	NE ¼ SW ¼ Section 27 T17N R14W	NE ¼ SW ¼ Section 27 T17N R14W	91,250 gpa (0.28 AFY)
36-66275	Venture Water	05-01-1910	Stockwatering	SW ¼ SW ¼ Section 26 T17N R14W	SW ¼ SW ¼ Section 26 T17N R14W	109,500 gpa (0.33 AFY)
36-66276	Black Rock Spring	05-01-1910	Stockwatering	SE ¼ SE ¼ Section 35 T17N R14W	SE ¼ SE ¼ Section 35 T17N R14W	75,000 gpa (0.23 AFY)
36-66277	Caves Spring	05-01-1910	Stockwatering	NE ¼ NE ¼ Section 29 T16.5N R14W	NE ¼ NE ¼ Section 29 T16.5N R14W	91,250 gpa (0.28 AFY)

**X. BYNER CATTLE CO. STOCKWATERING SURFACE WATER RIGHTS (NOT SUBJECT TO THE CAP)**

ADWR Filing Number	Source	Priority Date	Purpose of Use	Point of Diversion	Place of Use	Quantity
36-66278	Gunsight Mine	05-01-1910	Stockwatering	NW ¼ NE ¼ Section 29 T16.5N R14W	NW ¼ NE ¼ Section 29 T16.5N R14W	91,250 gpa (0.28 AFY)
36-66279	Gunsight	05-01-1910	Stockwatering	SW ¼ NE ¼ Section 30 T16.5N R14W	SW ¼ NE ¼ Section 30 T16.5N R14W	91,250 gpa (0.28 AFY)
36-66280	Little Cottonwood Spring	05-01-1910	Stockwatering	SE ¼ NW ¼ Section 30 T16.5N R14W	SE ¼ NW ¼ Section 30 T16.5N R14W	91,250 gpa (0.28 AFY)
36-66281	Rock Corral	05-01-1910	Stockwatering	NE ¼ SE ¼ Section 36 T16.5N R15W	NE ¼ SE ¼ Section 36 T16.5N R15W	91,250 gpa (0.28 AFY)
36-66282	Little Spring	05-01-1910	Stockwatering	NE ¼ NE ¼ Section 4 T16N R14W	NE ¼ NE ¼ Section 4 T16N R14W	109,500 gpa (0.33 AFY)
36-66283	Lower Tompkins Spring	05-01-1910	Stockwatering	SE ¼ NW ¼ Section 32 T16.5N R14W	SE ¼ NW ¼ Section 32 T16.5N R14W	127,750 gpa (0.39 AFY)
36-66284	Old Mill	05-01-1910	Stockwatering	SE ¼ SE ¼ Section 26 T16.5N R15W	SE ¼ SE ¼ Section 26 T16.5N R15W	150,000 gpa (0.46 AFY)
36-66285	Queen Tunnel	05-01-1910	Stockwatering	NW ¼ NE ¼ Section 26 T16.5N R15W	NW ¼ NE ¼ Section 26 T16.5N R15W	150,000 gpa (0.46 AFY)
36-66286	Blue Mud Spring	05-01-1910	Stockwatering	NW ¼ SW ¼ Section 4 T17N R12W	NW ¼ NE ¼ Section 8 T17N R12W	109,500 gpa (0.33 AFY)
36-66287	Mulley Spring	05-01-1910	Stockwatering	NE ¼ SE ¼ Section 33 T17N R12W	NW ¼ SW ¼ Section 33 T17N R12W	75,000 gpa (0.23 AFY)
36-66288	Cowboy Spring	07-01-1913	Stockwatering	NE ¼ SE ¼ Section 9 T16N R14W	NW ¼ NE ¼ Section 15 T16N R14W	91,250 gpa (0.28 AFY)
36-66290	Hollas Spring	06-01-1900	Stockwatering	NW ¼ SW ¼ Section 13 T18N R13W	NW ¼ SW ¼ Section 13 T18N R13W	109,500 gpa (0.33 AFY)
36-66291	Butcher Corral Spring	05-05-1910	Stockwatering	SE ¼ SW ¼ Section 16 T16N R14W	SE ¼ SW ¼ Section 16 T16N R14W	109,500 gpa (0.33 AFY)
36-80389	McLure Spring	04-01-1910	Stockwatering	NE ¼ NW ¼ Section 17 T16N R13W	NE ¼ NW ¼ Section 17 T16N R13W	109,500 gpa (0.33 AFY)
36-80390	Quail Spring	03-10-1907	Stockwatering	SE ¼ NE ¼ Section 17 T16N R14W	SE ¼ NE ¼ Section 17 T16N R14W	91,250 gpa (0.28 AFY)
36-80391	Upper Bronco Spring	03-10-1907	Stockwatering	SW ¼ SW ¼ Section 36 T16N R14W	SW ¼ SW ¼ Section 36 T16N R14W	109,500 gpa (0.33 AFY)
36-80392	Horse Camp Spring	03-10-1907	Stockwatering	SE ¼ NE ¼ Section 33 T16N R14W	SE ¼ NE ¼ Section 33 T16N R14W	109,500 gpa (0.33 AFY)
36-80393	Alkali Spring	04-01-1910	Stockwatering	NE ¼ NE ¼ Section 27 T18N R13W	SE ¼ NE ¼ Section 27 T18N R13W	75,000 gpa (0.23 AFY)
36-80394	No. 8 Spring	04-01-1910	Stockwatering	NE ¼ NE ¼ Section 8 T18N R12W	NE ¼ NE ¼ Section 8 T18N R12W	96,500 gpa (0.29 AFY)
36-80395	Old Ranch Spring	03-10-1907	Stockwatering	SW ¼ SE ¼ Section 12 T16N R15W	SW ¼ SE ¼ Section 12 T16N R15W	127,750 gpa (0.39 AFY)
38-66225	McLure Wash	03-12-1959	Stockwatering	NW ¼ SE ¼ Section 18 T16N R13W	NW ¼ SE ¼ Section 18 T16N R13W	130,000 gpa (0.4 AFY) <sup>19</sup>
38-66226	Foothill Wash	05-20-1956	Stockwatering	SW ¼ NE ¼ Section 5 T17N R13W	SE ¼ NE ¼ Section 5 T17N R13W	10,000 gpa (0.03 AFY) <sup>20</sup>

<sup>19</sup> Storage of 4.8 acre-feet in McLure Tank.

<sup>20</sup> Storage of 3.5 acre-feet in Small Tank.

**X. BYNER CATTLE CO. STOCKWATERING SURFACE WATER RIGHTS (NOT SUBJECT TO THE CAP)**

<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>
33-41440.2 (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>

Legislative Draft

**XI. YOLO RANCH SURFACE WATER RIGHTS (NOT SUBJECT TO THE CAP)**

<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>21</sup></b>
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>22</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>23</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>24</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>25</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>26</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>27</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>28</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>29</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>30</sup>
CWR 3343 (3R-2599.4)	Boulder Creek, a tributary to Burro Creek	04-11-1967	Stockwatering	NW¼ NE¼ Section 14 T16N R7W	NW¼ NE¼ Section 14 T16N R7W	105,000 gpa (0.32 AFY) <sup>31</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>32</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>33</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>34</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>35</sup>

<sup>21</sup> Quantity in parentheses is total for water right or claim in acre-feet per annum.

<sup>22</sup> Storage is limited to 8.26 acre-feet in Lower Corral Tank.

<sup>23</sup> Storage is limited to 18.0 acre-feet in Conger Dam Reservoir.

<sup>24</sup> Stored in Art Pond.

<sup>25</sup> Storage is limited to 1.5 acre fee in Upper Anderson Dam.

<sup>26</sup> Storage is limited to 2.0 acre feet in Lower Anderson Dam

<sup>27</sup> Storage is limited to 4.0 acre feet in Bar 37 Dam.

<sup>28</sup> Storage is limited to 4.0 acre feet stored in Behm Dam.

<sup>29</sup> Storage is limited to 10 acre feet Blue Water Dam.

<sup>30</sup> Storage is limited to 2.5 acre feet in Bozarth Dam.

<sup>31</sup> Storage is limited to 4.0 acre feet in Canyon Pasture Dam.

<sup>32</sup> Storage is limited to 5.0 acre feet in Contreras Tank.

<sup>33</sup> Storage is limited to 2.5 acre feet in Dry tank

<sup>34</sup> Storage is limited to 8.0 acre feet in Ethel Wack Tank.

<sup>35</sup> Storage is limited to 8.0 acre feet in Hardy Schell Dam.

**XI. YOLO RANCH SURFACE WATER RIGHTS (NOT SUBJECT TO THE CAP)**

<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>21</sup></b>
CWR 3349 (3R-2605.4)	Wilder Creek, a tributary to Burro Creek	05-11-1967	Stockwatering	NW ¼ NE ¼ Section 19 and SW ¼ SE ¼ Section 18, all in T16N R7W	NW ¼ NE ¼ Section 19 and SW ¼ SE ¼ Section 18, all in T16N R7W	405,000 gpa (1.24 AFY) <sup>36</sup>
CWR 3351 (3R-2607.4)	Boulder Creek, a tributary to Burro Creek	04-11-1967	Stockwatering	SE ¼ SW ¼ Section 17 T16N R7W	SE ¼ SW ¼ Section 17 T16N R7W	108,000 gpa (0.33 AFY) <sup>37</sup>
CWR 3352 (3R-2608.4)	Stone Corral Canyon, a tributary to Boulder Creek	04-11-1967	Stockwatering	SE ¼ SW ¼ Section 29 T16N R8W	SE ¼ SW ¼ Section 29 T16N R8W	547,000 gpa (1.67 AFY) <sup>38</sup>
CWR 3357 (3R-2613.4)	Wilder Creek, a tributary to Boulder Creek	04-11-1967	Stockwatering	SW ¼ SW ¼ Section 36 T16N R8W	SW ¼ SW ¼ Section 36 T16N R8W	275,000 gpa (0.84 AFY) <sup>39</sup>
CWR 3356 (3R-2612.3)	Boulder Creek, a tributary to Burro Creek	04-11-1967	Domestic Irrigation Stockwatering	NE ¼ SW ¼ Section 18 T15N R7W	NE ¼ SW ¼ , Section 18 T15N R7W	150,000 gpa 0.5 AFY 180,000 gpa (1.51 AFY) <sup>40</sup>
CWR 3358 (3R-2614.4)	Zana Canyon, a tributary to Burro Creek	April 11, 1967	Stockwatering	NE ¼ SE ¼ Section 28 T16N R9W	NE ¼ SE ¼ Section 28, T16N R9W	365,000 gpa (1.12 AFY) <sup>41</sup>
CWR 3359 (3R-2615.4)	Loco Creek, a tributary to Sycamore Creek	April 11, 1967	Stockwatering	NW ¼ SW ¼ Section 24 T15N R7W	NW ¼ SW ¼ Section 24 T15N R7W	180,000 gpa (0.55 AFY) <sup>42</sup>
CWR 3360 (3R-2616.4)	Wilder Creek, a tributary to Boulder Creek	04-11-1967	Stockwatering	SE ¼ NW ¼ Section 34 T16N R8W	SE ¼ NW ¼ Section 34 T16N R8W	240,000 gpa (0.74 AFY) <sup>43</sup>
CWR 4140 (3R-2617.4)	Boulder Creek, a tributary to Burro Creek	04-11-1967	Stockwatering Irrigation Domestic	SW ¼ SE ¼ Section 2 T16N R7W	SW ¼ SE ¼ Section 2 T16N R7W	50,000 gpa 73,316 gpa 273,316 gpa (1.22 AFY) <sup>44</sup>
CWR 3361 (3R-2618.4)	Stubbs Gulch, a tributary to Boulder Creek	04-11-1967	Stockwatering	SE ¼ NW ¼ Section 29 T16N R7W	SE ¼ NW ¼ Section 29 T16N R7W	90,000 gpa (0.28 AFY) <sup>45</sup>
CWR 155 (4A-519.1)	Cypress Spring, a tributary to Cypress Mountain	11-28-1924	Stockwatering	NE ¼ SE ¼ Section 29 T15N R7W	NE ¼ SE ¼ 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	NW ¼ NW ¼ Section 33 T15N R7W	NW ¼ NW ¼ 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	NW ¼ NE ¼ Section 9 T15N R9W	NW ¼ NE ¼ 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, NE ¼ NW ¼ Section 26, NW ¼ SW ¼ Section 26, all within T16N R9W	SW ¼ SE ¼ Section 23, NE ¼ NW ¼ Section 26, NW ¼ SW ¼ Section 26, all within T16N R9W	3,285,000 gpa (10.08 AFY)
CWR 601	Spring Canyon Spring,	10-30-1934	Stockwatering	NW ¼ SE ¼ Section 6	NW ¼ SE ¼ Section 6 T15N R9W	1,095,000 gpa

<sup>36</sup> Storage is limited to 4.0 acre feet in Harmon Dam.

<sup>37</sup> Storage is limited to 5.0 acre feet in Horsea Dam.

<sup>38</sup> Storage is limited to 10.1 acre feet in Lang Tank.

<sup>39</sup> Storage is limited to 6.0 acre feet in Strotjost Dam.

<sup>40</sup> Storage is limited to 3.0 acre feet in Slim's Tank.

<sup>41</sup> Storage is limited to 7.0 acre feet in Tod Reese Tank.

<sup>42</sup> Storage is limited to 4.0 acre feet in Wallace Water Tank.

<sup>43</sup> Storage is limited to 2.0 acre feet in Windy Ridge Dam.

<sup>44</sup> Storage is limited to 1.0 acre feet in Yolo Headquarters Pond.

<sup>45</sup> Storage is limited to 0.5 acre feet in Stubbs Tank.

**XI. YOLO RANCH SURFACE WATER RIGHTS (NOT SUBJECT TO THE CAP)**

<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>21</sup></b>
(4A-1562.4)	a tributary to Boulder Creek			T15N R9W		(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>46</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>47</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>48</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>49</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>50</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>51</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
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

<sup>46</sup> Storage limited to 4.0 acre feet in Black Point Tank.

<sup>47</sup> Storage limited to 2.0 acre feet in Wilder Point Tank.

<sup>48</sup> Storage limited to 1.0 acre feet in Dave's Pond #1.

<sup>49</sup> Storage limited to 0.5 acre feet in Urie Basin #1.

<sup>50</sup> Storage limited to 0.5 acre feet in Urie Basin Tank #2.

<sup>51</sup> Storage limited to 2.5 acre feet in unnamed reservoir.

**XI. YOLO RANCH SURFACE WATER RIGHTS (NOT SUBJECT TO THE CAP)**

<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>21</sup></b>
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, a tributary to Big Shipp Wash	6-1-1901 or prior	Stockwatering	NE¼ SE¼ Section 29 T14.5N R7W	NE¼ SE¼ Section 29 T14.5N R7W	0.33 AFY
36-27160.3	Wilder Spring #2, a tributary of Wilder Creek	6-15-1907 or prior	Stockwatering	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



**XI. YOLO RANCH SURFACE WATER RIGHTS (NOT SUBJECT TO THE CAP)**

<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>21</sup></b>
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>52</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>53</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>54</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>55</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>56</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>57</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>58</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>59</sup>
<b>TOTAL</b>						<b>1,015.92 AFY</b>

<sup>52</sup> Storage in Cypress Stockpond.

<sup>53</sup> Storage in Seligman Tank.

<sup>54</sup> Storage in Lower Headquarters Pond.

<sup>55</sup> Storage in Scotts Bull Pasture Tank.

<sup>56</sup> Storage in Behm Wack Tank.

<sup>57</sup> Storage in Upper Corral Stockpond.

<sup>58</sup> Storage in Lund Tank.

<sup>59</sup> Storage in Bear Flat Dam.

**XII. YOLO RANCH GROUNDWATER WELL REGISTRATIONS (NOT SUBJECT TO THE CAP)**

<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	SW ¼ SW ¼ NE ¼ Section 11 T16N R7W	SW ¼ SW ¼ NE ¼ Section 11 T16N R7W	Reasonable Use
55-625983	"	Unknown / Prior to 1982	Stockwatering Domestic Irrigation	NW ¼ NW ¼ NE ¼ Section 11 T16N R7W	SW ¼ SE ¼ Section 2 NW ¼ NE ¼ Section 11 T16N R7W	"
55-625984	"	1-1-1940	Stockwatering Irrigation	NE ¼ NW ¼ SE ¼ Section 4 T16S R7W	NW ¼ SE ¼, SW ¼ NE ¼ Section 4 T16N R7W	"
55-625992	"	Unknown / Prior to 1982	Stockwatering	NW ¼ NW ¼ Section 33 T15N R7W	NW ¼ NW ¼ Section 33 T15N R7W	"
55-625993	"	Unknown / Prior to 1982	Stockwatering	NW ¼ NE ¼ Section 9 T15N R9W	NW ¼ NE ¼ Section 9 T15N R9W	"
55-625994	"	Unknown / Prior to 1982	Stockwatering	NW ¼ SE ¼ Section 6 T15N R9W	NW ¼ SE ¼ Section 6 T15N R9W	"
55-625995	"	August, 1981	Stockwatering Domestic	NW ¼ SW ¼ SE ¼ Section 11 T16N R7W	NW ¼ SW ¼ SE ¼ Section 11 T16N R7W	"
55-625996	"	August, 1981	Domestic	SE ¼ SW ¼ SE ¼ Section 2 T16N R7W	SE ¼ SW ¼ SE ¼ Section 2 T16N R7W	"
55-625997	"	1-1-1950	Stockwatering Domestic	NW ¼ SE ¼ SE ¼ Section 36 T16N R8W	NW ¼ SE ¼ SE ¼ Section 36 T16N R8W	"
55-625998	"	Unknown / Prior to 1982	Stockwatering Irrigation	SW ¼ SE ¼ Section 2 T16N R7W	SW ¼ SE ¼ Section 2 T16N R7W	"
55-625999	"	Unknown / Prior to 1982	Stockwatering Domestic	NW ¼ NE ¼ Section 32 T16N R9W	NW ¼ NE ¼ Section 32 T16N R9W	"
55-626516	"	Unknown / Prior to 1982	Stockwatering Irrigation	SW ¼ SE ¼ Section 2 T16N R7W	SW ¼ SE ¼ Section 2 T16N R7W	"
55-626517	"	Unknown / Prior to 1982	Stockwatering Irrigation	SE ¼ SW ¼ Section 2 T16N R7W	SW ¼ SE ¼ Section 2 T16N R7W	"
55-626518	"	August, 1981	Stockwatering Domestic Irrigation	SW ¼ SW ¼ SE ¼ Section 2 T16N R7W	SW ¼ SW ¼ SE ¼ Section 2 T16N R7W	"
55-645777	"	1-1-1940	Stockwatering Domestic	SW ¼ NE ¼ SE ¼ Section 4 T16N R7W	SW ¼ NE ¼ SE ¼ Section 4 T16N R7W	"
55-805162	"	Prior to 1-1-1940	Stockwatering	NE ¼ SW ¼ Section 4 T15N R7W	NE ¼ SW ¼ Section 4 T15N R7W	"
55-805163	"	Prior to 1-1-1940	Stockwatering Domestic	NW ¼ NW ¼ SW ¼ Section 26 T14.5N R7W	NW ¼ NW ¼ SW ¼ Section 26 T14.5N R7W	"

**XIII. REMAINING LINCOLN RANCH WATER RIGHTS (NOT SUBJECT TO THE CAP)**

ADWR Filing Number	Source	Priority Date	Purpose of Use	Quantity <sup>60</sup>	Place of Use	Point(s) of Diversion	Pending Updates
36-64329.3	Bill Williams River	Prior to 1905	Irrigation	1,143.9 AFY	Irrigation within Lincoln Ranch Property	<p><u>Historic POD:</u> SE ¼ NE ¼, Section 13, T10N, R14W</p> <p><u>Current PODs (Wells):</u> 55-608743 55-608744 55-608745 55-608746 55-608747 55-608748 55-608749 55-522657</p>	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>60</sup> AGFC agrees 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(1)(a). The quantity listed in this section is the volume of water rights that will remain in use at Lincoln Ranch.

**I. PLANET & LINCOLN RANCH SURFACE WATER RIGHTS SEVERED AND TRANSFERRED FOR USE AT BAGDAD MINE COMPLEX & BAGDAD TOWNSITE (SUBJECT TO THE CAP<sup>1</sup>)**

Water Right Descriptor	Pre-Severance and Transfer Water Right				Post-Severance and Transfer Water Right			
	ADWR Filing Number <sup>2</sup>	Priority Date	Point(s) of Diversion	Purpose and Place of Use <sup>3</sup>	Quantity <sup>4</sup>	Point(s) of Diversion	Purpose and Place of Use	Quantity <sup>5</sup>
Planet Ranch Water Rights Severed and Transferred for Use at Bagdad Mine Complex and Bagdad Townsite	CWR <sup>6</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>7</sup>	Mining Use <sup>8</sup> and Municipal Purposes <sup>9</sup> at Bagdad Mine Complex and Bagdad Townsite	1,435.4 AFY <sup>10</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>11</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				

<sup>1</sup> The term "Cap" in this Exhibit refers to the 10,055 AFY limit on Freeport Diversions from the Wikieup Wellfield and Freeport Groundwater Wells described in Sections 4.2.2 and 4.2.3 of the Big Sandy River-Planet Ranch Agreement.

<sup>2</sup> ADWR filing numbers may change following ADWR approval of any severance and transfer of the Lincoln Ranch and Planet Ranch water rights listed in this Exhibit.

<sup>3</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>4</sup> Claimed quantity for irrigation is the annual diversion limit under the pre-severance and transfer water right.

<sup>5</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>6</sup> "CWR" means "Certificate of Water Right."

<sup>7</sup> The Wikieup Wellfield is the geographic area 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, as defined in Section IV of Exhibit 4.1(i)(a) to the Big Sandy River-Planet Ranch 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>8</sup> "Mining Uses" is defined in Section 2.37 of the Big Sandy River-Planet Ranch Agreement.

<sup>9</sup> "Municipal Purposes" is defined in Section 2.38 of the Big Sandy River-Planet Ranch Agreement.

<sup>10</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>11</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 (SUBJECT TO THE CAP<sup>1</sup>)**

Water Right Descriptor	Pre-Severance and Transfer Water Right					Post-Severance and Transfer Water Right		
	ADWR Filing Number <sup>2</sup>	Priority Date	Point(s) of Diversion	Purpose and Place of Use <sup>3</sup>	Quantity <sup>4</sup>	Point(s) of Diversion	Purpose and Place of Use	Quantity <sup>5</sup>
Planet Ranch Water Rights Severed and Transferred for Use at Bagdad Mine Complex and Bagdad Townsite (Continued)	CWR 4086 (4A-4678)	8-27-1963	SE ¼ SE ¼ Section 35 T11N, R16W (Well 55-619419)	Irrigation of 35 acres	210 AFY	Wikieup Wellfield	Mining Use and Municipal Purposes at Bagdad Mine Complex and Bagdad Townsite	188.6 AFY
	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
	CWR 3282e (4A-4650)	4-8-1963	SE ¼ NE ¼ Section 33 T11N, R16W (Well 55-619417)	Irrigation of 190 acres	1,140 AFY	"	"	1,010.3 AFY
	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>12</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 (NOT SUBJECT TO THE CAP)**

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

<sup>12</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>13</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	1294.1 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>

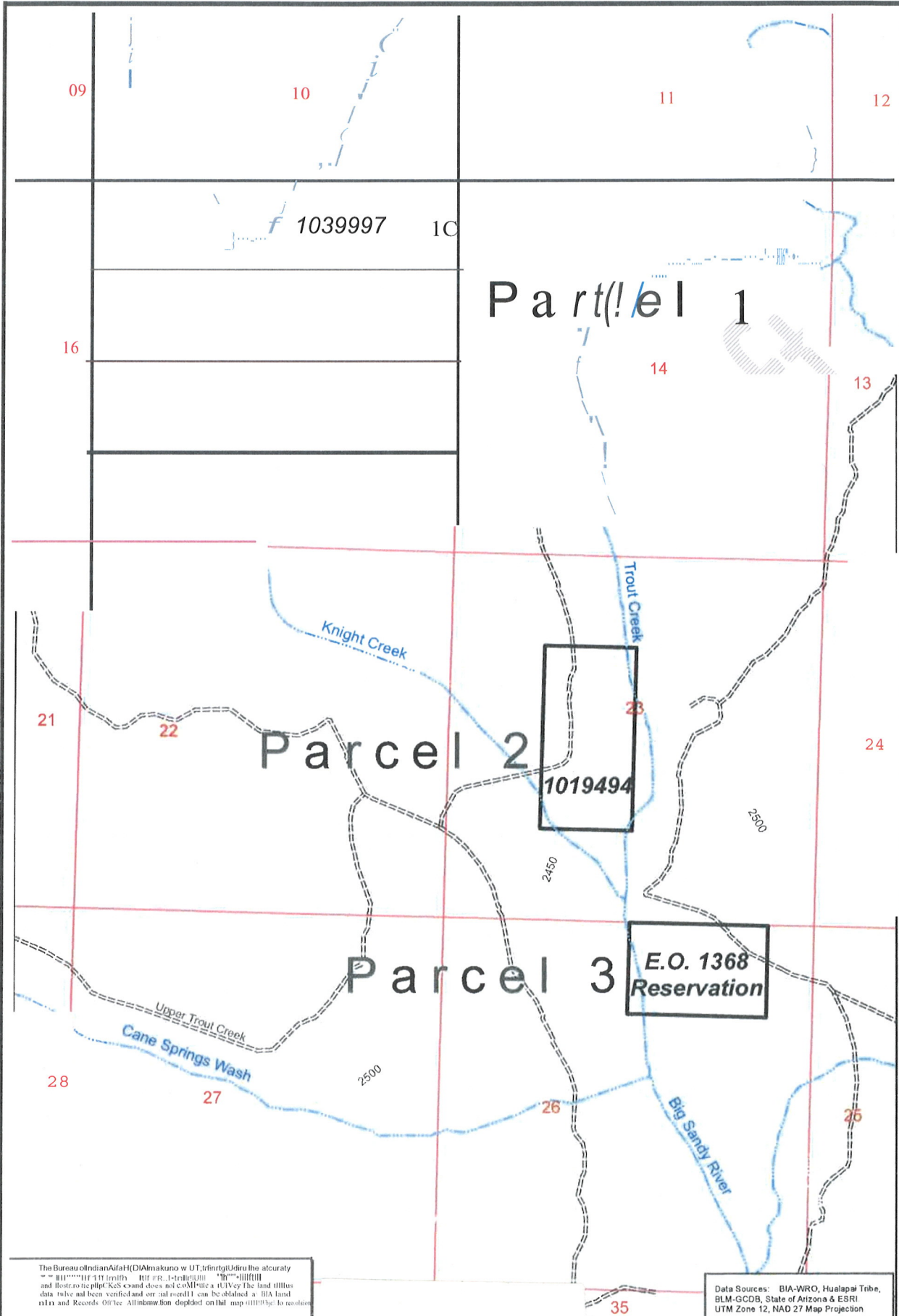
<sup>13</sup> The term "Planet Ranch Irrigation Wells" in this Exhibit means any existing or future water supply wells within the Planet Ranch property boundary used to supply water for beneficial uses within to the LCR MSCP Leased Lands, as that term is defined under Section 2.34 of the Big Sandy River-Planet Ranch Agreement.

**Exhibit 4.1(ii) – AGFC Water Rights Confirmed by Freeport**

ADWR Filing No.	Priority Date	Annual Volume and Beneficial use	Legal Description for Place of Use and Point Of Diversion	Protests
CWR No. 3525 App No. 4A-4679	August 16, 1963	Storage right for permanent pool of 7,180 acre-feet for recreation, wildlife, fish and waterfowl purposes	Alamo Lake	N/A
CWR No. 33-29303	February 7, 1975	Storage right to increase Alamo Lake permanent pool by 17,820 acre-feet for recreation, fish and wildlife purposes  (The 17,820 acre-feet under CWR 33-29303 is in addition to storage rights under CWR 3525 and resulted in total AGFC storage rights in Alamo Lake of 25,000 acre-feet)	Alamo Lake	N/A
Application No. 33-94867 (filed with co-applicant AZ State Parks)	Filed October 24, 1989	Application to appropriate Bill Williams River water to increase storage pool in Alamo Lake by additional 321,480 acre-feet for recreation, fish and wildlife purposes	Alamo Lake	BLM; City of Scottsdale; CAWCD
Application No. 33-94160  (Application filed by City of Scottsdale. Pursuant to Section 5.1(vii) of the Phase One Settlement Agreement, Freeport to assign interest obtained from City of Scottsdale to AGFC)	Filed January 19, 1988	Application to appropriate unappropriated water available in the Bill Williams River, with an estimated average annual volume of 75,000 acre-feet. The application requests use for municipal purposes.  AGFC will attempt amend the application to change proposed purposes of use to recreation, fish and wildlife purposes.	Water to be diverted form Alamo Lake and transported to City of Scottsdale water service area.  AGFC will attempt to amend the application to change proposed point of diversion and place of use to Alamo Lake.	Central Arizona, Maricopa-Stanfield and New Magma Irrigation and Drainage Districts; City of Tucson

Location:	Hualapai Indian Trust Allotments-Big Sandy River Basin
Owner:	United States of America – U.S. Bureau of Indian Affairs
Name of Structure:	To Be Determined
Priority Dates:	Parcel 1 - August 18, 1930 ; Parcel 2 - September 24, 1928
Source:	Big Sandy River and tributaries & Groundwater located in Big Sandy River Watershed in the Bill Williams River Basin.
Place of Use:	<p>Hualapai Indian Trust Allotments:</p> <p>Parcel 1 (480 acres) – Comprised of three contiguous allotments all located in T18N R13W, Gila and Salt River Meridian:</p> <ul style="list-style-type: none"> <li>• Patent No. 1039995 -located in N/2 S/2 of Section 15 (160 acres)</li> <li>• Patent No. 1039996 -located in S/2 N/2 of Section 15 (160 acres)</li> <li>• Patent No. 1039997 -located in N/2 N/2 of Section 15 (160 acres)</li> </ul> <p>Parcel 2 (80 acres)- Patent No. 1019494 -located in SE1/4 NW1/4 and NE1/4 SW1/4 of Section 23, T18N R13W, Gila and Salt River Meridian.</p>
Amount:	<p>Parcel 1 -Annual diversion amount of 82 acre-feet/year based on a preliminary analysis of a proposed sand and gravel facility. The amount is based on operations and water requirements for material washing and dust control of nearby sand and gravel operations.</p> <p>Parcel 2- Annual diversion of 312 acre-feet/year based on a preliminary arable land analysis. The amount is based on identification of 38.5 acres of potentially arable land with a water requirement of 8.10 feet/acre for the irrigation of alfalfa.</p>
Beneficial Use:	<p>Parcel 1 -Gravel Operation.</p> <p>Parcel 2 - Irrigated agriculture.</p>
Basis of Right:	<p>Federal Reserved Water Right---</p> <p>Parcel 1 – Trust Patent Nos.: 1039995, 1039996 and 1039997 (all 8/18/1930)</p> <p>Parcel 2 - Trust Patent No. 1019494 (9/24/1928)</p>
Comments:	<p>The allotments have been inhabited in the past, but are currently uninhabited. The claimed amount is the amount agreed to by the United States to help facilitate this agreement, but does not constitute the amount the United States would pursue in an adjudication of all water rights in the basin.....</p>





The Bureau of Indian Affairs (BIA) makes no warranty as to the accuracy of the information shown on this map. The BIA is not responsible for any errors or omissions in the data used to create this map. The land status data have not been verified and no warranty can be obtained. A BIA land status and records office information depicted on this map is for informational purposes only.

Data Sources: BIA-WRO, Hualapai Tribe, BLM-GCDB, State of Arizona & ESRI. UTM Zone 12, NAD 27 Map Projection

**Trust Parcel**

Note: Parcel Nos 1 & 2 are comprised of Indian Trust Allotments  
 Trust Patent Numbers are Shown for Parcel Nos. 1 & 2  
 E.O. - Executive Order  
 Land Surface Elevation Contour Interval 50 feet

Hualapai Indian Trust  
 Parcels  
 Big Sandy River Basin  
 T. 18N R. 13W Mohave  
 County Arizona

**Exhibit 4.1(iv) - LCR MSCP Water Rights Confirmed by Freeport**

**I. PLANET RANCH SURFACE WATER RIGHTS SEVERED AND TRANSFERRED WITHIN PLANET RANCH TO LCR MSCP LEASED LANDS (NOT SUBJECT TO THE CAP)**

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
Planet Ranch Water Rights Severed and Transferred within Planet Ranch to LCR MSCP Leased Lands	CWR <sup>4</sup> 3281.1 (4A-4644)	3-5-1963	<u>93-acre parcel:</u> SW ¼ NE ¼ Section 32 T11N, R16W (Well 55-619414)  SE ¼ SW ¼ Section 32 T11N, R16W (Well 55-619420)  <u>122-acre parcel:</u> NE ¼ SE ¼ Section 29 T11N, R16W (Well 55-619411)	Irrigation of 215 acres  Stockwatering	1,290 AFY  1,350,000 gallons per year for stockwatering	Planet Ranch Irrigation Wells <sup>5</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	1294.1 AFY
	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  Stockwatering	660 AFY  1,350,000 gallons per year for stockwatering	"	"	664.1 AFY
<b>TOTAL PLANET RANCH WATER RIGHTS SEVERED AND TRANSFERRED WITHIN PLANET RANCH TO LCR MSCP LEASED LANDS</b>								<b>5,549.2 AFY</b>

<sup>1</sup> ADWR filing numbers may change following ADWR approval of any severance and transfer of the Planet Ranch water rights listed in this Exhibit.

<sup>2</sup> Unless stated otherwise, pre-severance and transfer place of use for Planet Ranch water rights is as provided on current ADWR certificate of water right.

<sup>3</sup> Claimed quantity for irrigation is the annual diversion limit under the pre-severance and transfer water right.

<sup>4</sup> "CWR" means "Certificate of Water Right."

<sup>5</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.



Legal Department  
333 North Central Avenue  
Phoenix, Arizona 85004

**Shilpa Hunter-Patel**  
Senior Counsel - Water  
Telephone: 602-366-7813  
Email: [Shilpa\\_Hunter-Patel@fmi.com](mailto:Shilpa_Hunter-Patel@fmi.com)

\_\_\_\_\_, 2014

**Hand-Delivered**

Ms. Elizabeth Logan  
Surface Water Rights Section  
Arizona Department of Water Resources  
3550 N. Central Avenue, Second Floor  
Phoenix, Arizona 85012

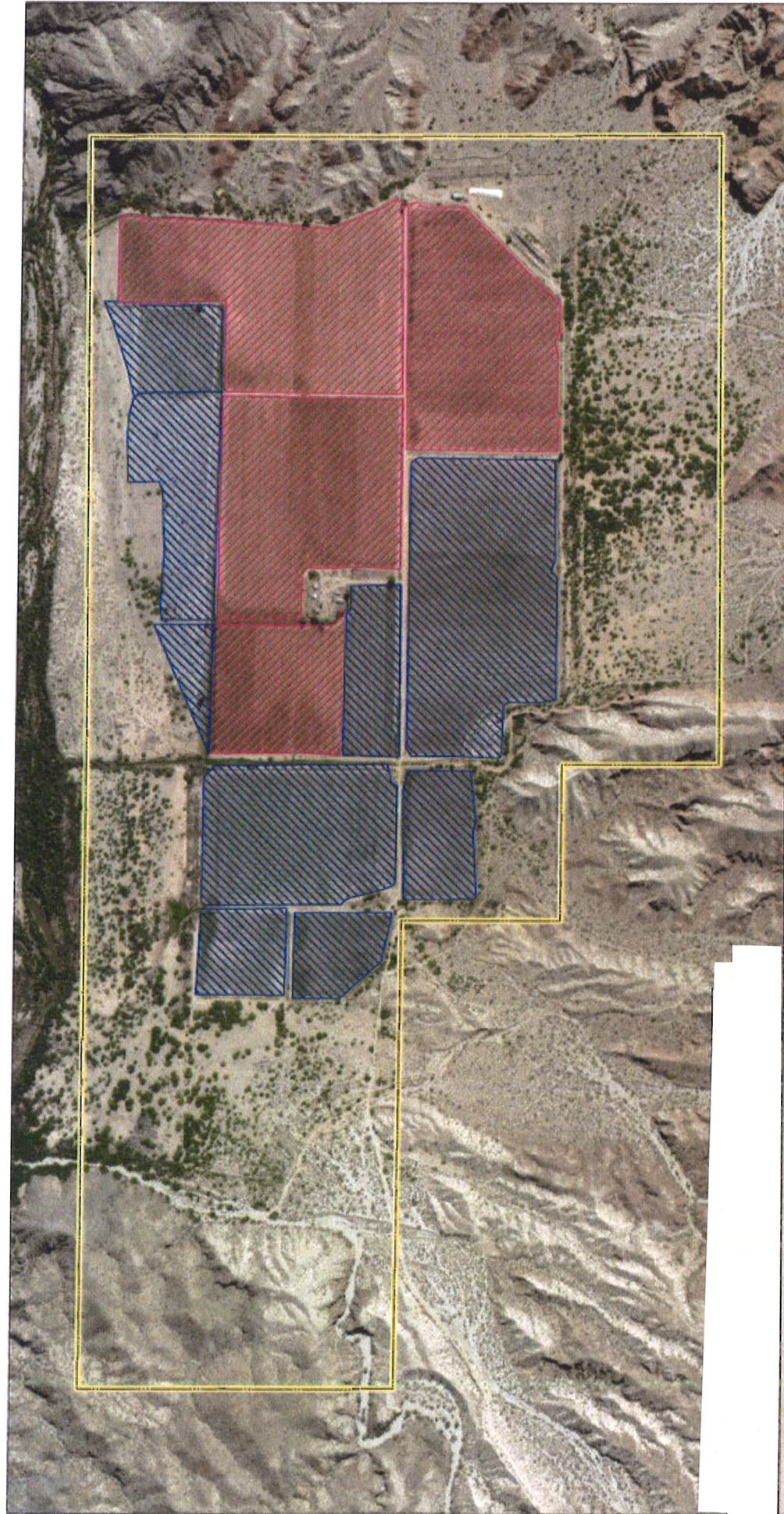
**Re: Conditional Amendment of Sever and Transfer Application No. 36-64329.**

Dear Ms. Logan:

On March 19, 2010, Freeport Minerals Corporation ("**Freeport**") submitted an application to sever and transfer the water right asserted in Statement of Claim No. 36-64329 (Application No. 36-64329) (the "**Lincoln Ranch Application**"). In September 2010, the Arizona Game and Fish Department ("**AGFD**") and certain bureaus of the United States Department of the Interior (*i.e.*, the Bureau of Indian Affairs, the Bureau of Land Management, and the Fish and Wildlife Service) (collectively, the "**Objecting Bureaus**"), submitted objections to the Lincoln Ranch Application. In accordance with and as part of a settlement agreement between Freeport, the Arizona Game and Fish Commission ("**AGFC**") and the Objecting Bureaus, Freeport hereby conditionally amends the Lincoln Ranch Application as set forth below.

Freeport's Lincoln Ranch Application currently seeks severance and transfer of the consumptive water use associated with 408 acres of land within Lincoln Ranch demonstrated by Freeport to have been continuously and beneficially irrigated with a consumptive use of 5.7 acre-feet/acre/annum for a total of 2,325.6 acre-feet per year. Subject to the conditions set forth below, Freeport now amends the Lincoln Ranch Application to request the severance and transfer of 1,181.7 acre-feet per year, appurtenant to 207.32 acres of land within Lincoln Ranch. As to the remaining 1,143.9 acre-feet per year of the Lincoln Ranch water right claim, Freeport hereby conditionally withdraws its application to sever and transfer this quantity of water. The 207.32 acres of land from which the 1,181.7 acre-feet will be severed are depicted on the map attached to this letter as **Exhibit "A"**.

Freeport is conditionally amending its Lincoln Ranch Application pursuant to a settlement agreement among the United States Department of Interior, Freeport, AGFC, and, in a limited role, the Arizona Department of Water Resources (the "**Big Sandy River-Planet Ranch Agreement**"). Pursuant to the Big Sandy River-Planet Ranch Agreement, the Objecting Bureaus



### Exhibit - A : Lincoln Ranch


Designed By: Ramakrishna Billakanti

Date Created : 05/22/2014

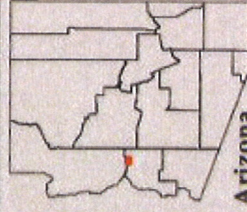
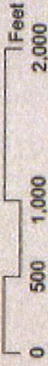
File : \\GIS\_Projects\Projects\Planet\_Ranch\_Crop\_Production\_20130225\Map Documents\Lincoln Ranch - Exhibit A.mxd

#### Legend

 Lincoln Ranch Boundary

 Water Rights Remaining Onsite - 200.68 Acres

 Water Rights Transferred Offsite - 207.32 Acres



Arizona



Legal Department  
333 North Central Avenue  
Phoenix, Arizona 85004

**Shilpa Hunter-Patel**  
Senior Counsel - Water  
Telephone: 602-366-7813  
Email: [Shilpa\\_Hunter-Patel@fmi.com](mailto:Shilpa_Hunter-Patel@fmi.com)

\_\_\_\_\_, 2014

**Hand-Delivered**

Ms. Elizabeth Logan  
Surface Water Rights Section  
Arizona Department of Water Resources  
3550 N. Central Avenue, Second Floor  
Phoenix, Arizona 85012

Re: Amendments to Freeport Minerals Corporation Applications to Sever and Transfer Planet Ranch and Lincoln Ranch Water Rights

Dear Ms. Logan:

On March 19, 2010, Freeport Minerals Corporation (“Freeport”) submitted applications to sever and transfer the water rights associated with Planet Ranch and Lincoln Ranch, which are located along the Bill Williams River in Mohave and La Paz Counties, Arizona. Several of the applications request the severance and transfer of certain Planet Ranch water rights, as well as the Lincoln Ranch water right, to new points of diversion near Wikieup, Arizona (the “Wikieup Wellfield”) and new places of use at Freeport’s Bagdad Mine Complex and Bagdad Townsite. The remaining applications request the severance and transfer of the balance of the Planet Ranch water rights to new places of use within a portion of Planet Ranch proposed to be leased to the U.S. Bureau of Reclamation (“Reclamation”) for the Lower Colorado River Multi-Species Conservation Program (“LCR MSCP”).

Freeport is amending and updating certain information provided in the severance and transfer applications that has become outdated since the applications were first filed. The specific amendments to the applications, which are non-material and do not change the overall severances and transfers requested to the Bagdad Mine Complex and Bagdad Townsite and the LCR MSCP lease area, are detailed in **Attachments “A” and “B”** to this letter. **Attachment “A”** describes the amendments to the applications requesting severance and transfer of certain Planet Ranch water rights and the Lincoln Ranch water right to new places and purposes of use at the Bagdad Mine Complex and Bagdad Townsite (“Bagdad Applications”). **Attachment “B”** describes the amendments to the applications requesting severance and transfer of certain Planet Ranch water rights to new places and additional purposes of use within the LCR MSCP lease area (“MSCP Applications”). This letter provides an explanation of the changed circumstances requiring that the amendments be made.

**A. Freeport has closed on its purchase of Planet Ranch. The City of Scottsdale is no longer a co-applicant on the Planet Ranch sever and transfer applications.**

Freeport originally filed the Planet Ranch sever and transfer applications with co-applicant City of Scottsdale, Arizona. At the time, Freeport had entered into a purchase agreement to acquire Planet Ranch and its associated water rights from the City of Scottsdale. However, Freeport closed on its purchase of Planet Ranch on December 14, 2011. As a result, the City of Scottsdale no longer has any interest in the Planet Ranch property or water rights and is no longer a co-applicant on the pending applications.

**B. The Planet Ranch land and water rights are now owned by Freeport's subsidiary, Byner Cattle Company.**

Following its purchase of Planet Ranch from the City of Scottsdale, Freeport conveyed the property and associated water rights to its subsidiary, Byner Cattle Company ("Byner"). As explained in the amendments made in Attachment "A", Byner has consented to the pending severances and transfers of the Planet Ranch water rights. A letter from Byner Cattle Company providing its consent to Freeport's severance and transfer of the Planet Ranch water rights, including the amendments to the applications made by this letter, is included as **Attachment "C"** to this letter.

**C. Byner Cattle Company has reinitiated agricultural operations at Planet Ranch in order to protect the water rights.**

The original applications provide that the Planet Ranch water rights are not being actively exercised. At the time the applications were filed, the City of Scottsdale had temporarily ceased most farming and irrigation activities on Planet Ranch due to the pendency of its applications to change the beneficial use of the Planet Ranch water rights from irrigation to municipal purposes. However, Byner Cattle Company has now reinitiated agricultural operations at Planet Ranch, and Freeport is amending the applications to explain this change.

**D. Wikieup Wellfield Points of Diversion**

Since the applications were first filed, Freeport has drilled additional wells within the Wikieup Wellfield that will serve as points of diversion for the transferred water rights. In addition, Freeport has determined that it will operate another well constructed before the filing of the applications as a point of diversion for the transferred water rights. Attachment "A" includes an updated list all of the wells within the Wikieup Wellfield that will be operated by Freeport as points of diversion for the water rights severed and transferred from Planet Ranch and Lincoln Ranch.

**E. Purpose of use of water rights severed and transferred to the LCR MSCP lease area**

The MSCP Applications (for CWR Nos. 3270, 3281, 3903, 33-28672, 33-28673 and 33-28677) currently propose the purpose of use to be irrigation of the LCR MSCP lease area. In addition, CWR Nos. 3270 and 3281 each include a small stockwatering component that would not change under the pending applications.

As explained in the original applications, Freeport plans to lease the LCR MSCP lease area to Reclamation and donate the lease area to the Arizona Game and Fish Department (“AGFD”) subject to the lease. Freeport is revising MSCP Applications to change the proposed purposes of use for all components of the water rights under the MSCP Applications, including the stockwatering components under CWR Nos. 3270 and 3281, to “irrigation of agricultural fields and habitat creation, restoration and maintenance uses for the benefit of fish and wildlife resources within the LCR MSCP lease area” (“MSCP Purposes”). This description of the proposed purposes of use is consistent with Reclamation’s and AGFD’s planned water uses within the LCR MSCP lease area. For CWR Nos. 3270 and 3281, the annual volume of water authorized for stockwatering purposes will be consolidated with remaining water right. The combined water right will be used for MSCP Purposes.

**F. Conclusion**

If you have any questions regarding these amendments, please contact me at (602) 366-7813 or [Shilpa.Hunter-Patel@fmi.com](mailto:Shilpa.Hunter-Patel@fmi.com). Freeport is submitting the application amendments with the understanding that the Department has concluded that the amendments do not constitute major modifications of the applications requiring additional public notice. If the Department determines that additional public notice is necessary for the requested application amendments, Freeport hereby withdraws this request and requests that the Department promptly notify us. Thank you.

Sincerely,

Shilpa Hunter-Patel  
Freeport Minerals Corporation

Enclosures

## Attachment A

Summary of Updates to Applications to Sever and Transfer Planet Ranch Water Rights to Bagdad Mine

(CWR Nos. 3235, 3282e, 3826, 3829, 3830, 4084 through 4087, 4154 and 33-28675 (“Planet Ranch Water Rights”); Statement of Claim of Right No. 36-64329 (“Lincoln Ranch Water Right”))

### Response to Question 1

The response to Question 1 on Attachment A to the application forms is revised to read as follows:

This application was originally filed jointly by Freeport Minerals Corporation (formerly Freeport-McMoRan Corporation) (“Freeport”) and the City of Scottsdale as co-applicants, while Freeport was still in escrow on its purchase of Planet Ranch. Freeport has since closed on its purchase of Planet Ranch and the water right that is the subject of this application. The City of Scottsdale is no longer a co-applicant. In addition, Freeport has changed its address since the application was first filed.

Following Freeport’s purchase of Planet Ranch, Freeport conveyed the property and all associated water rights to its subsidiary, Byner Cattle Company. Byner Cattle Company has provided written consent to Freeport’s applications to sever and transfer the Planet Ranch water rights, including the subject water right, a copy of which has been provided to the Department.

All inquiries to this application should be directed to Freeport as follows:

Shilpa Hunter-Patel  
Senior Counsel, Water  
Freeport Minerals Corporation  
333 North Central Avenue  
Phoenix, Arizona 85004  
Phone: (602) 366-7813  
[Shilpa\\_Hunter-Patel@fmi.com](mailto:Shilpa_Hunter-Patel@fmi.com)

### Response to Question 4 (*Planet Ranch Water Rights only*)

The response to Question 4 on Attachment B to the application forms is revised to read as follows:

The current holder of the right is Byner Cattle Company. Byner Cattle Company has provided written consent to Freeport’s applications to sever and transfer the Planet Ranch water rights, including the subject water right.

### Response to Question 12 (*Planet Ranch Water Rights only*)

The response to Question 12 on Attachment B to the application forms is revised to read as follows:



The prior owner of the subject water right, the City of Scottsdale, Arizona, ceased fully exercising the water right in 1998 following the filing of applications to change the beneficial use of the water right from irrigation to municipal purposes. Pursuant to A.R.S. § 45-189.E.7, the City of Scottsdale was not subject to forfeiture proceedings for nonuse of water during the pendency of its change in use application.

As explained in the response to Question 1, Freeport closed on its purchase of Planet Ranch and its associated water rights in December 2011. Freeport then conveyed the property and all associated water rights to its subsidiary, Byner Cattle Company. On July 3, 2012, the City of Scottsdale submitted a request to withdraw its applications to change the beneficial use of the Planet Ranch water rights to municipal purposes. On July 16, 2012, the Department sent a letter to the City of Scottsdale confirming that the change of use applications had been withdrawn.

Byner Cattle Company has now reinitiated agricultural operations at Planet Ranch in order to protect the water rights from risk of forfeiture. Byner will be expanding irrigation and stockwatering at Planet Ranch, including the subject water right, pending the Department’s decision on this application and other pending applications to sever and transfer the Planet Ranch water rights.

Response to Question 14

The table of wells that will serve as points of diversion within the Wikieup included in the original Response to Question 14 on Attachment C is replaced with the following table:

Water will be diverted from any combination of the following wells owned by Freeport Corporation (and its subsidiaries and affiliates) in the Big Sandy River Valley near Wikieup, Arizona, in Mohave County (“Wikieup Wellfield”), the location of which are depicted on Figure C-1A attached hereto:

<b>COMMON WELL NAME</b>	<b>WELL LOCATION</b>	<b>WELL REGISTRATION NUMBER</b>
CB #1	NE ¼ NE ¼ NW ¼ Sec. 14 T17N, R13W	55-611626
CB #3	NW ¼ NE ¼ NE ¼ Sec. 26 T17N, R13W	55-611627
CB #4	SE ¼ SE ¼ SE ¼ Sec. 26, T17N, R13W	55-809453
CB #5A	SW ¼ SW ¼ SW ¼ Sec. 22 T16.5N, R13W	55-611629
CB #5B	NW ¼ NW ¼ SW ¼ Sec. 22 T16.5N, R13W	55-611630
CB #6	SW ¼ NE ¼ SW ¼ Sec. 27 T16.5N, R13W	55-611631
CB #8	NE ¼ NW ¼ SW ¼ Sec. 34 T16.5N, R13W	55-611633

<b>COMMON WELL NAME</b>	<b>WELL LOCATION</b>	<b>WELL REGISTRATION NUMBER</b>
CB #9A	SW ¼ SW ¼ NE ¼ Sec. 3 T16N, R13W	55-611632
CB # 10	SW ¼ NE ¼ NE ¼ Sec. 10 T16N, R13W	55-611635
CB #13	SE ¼ NW ¼ NW ¼ Sec. 2 T17N, R13W	55-611634
Airport	NW ¼ SE ¼ SW ¼ Sec. 27 T16.5N, R13W	55-611637
Williams	SE ¼ SW ¼ NE ¼ Sec. 3 T16N, R13W	55-611636
Hayden	NW ¼ SW ¼ SE ¼ Sec. 26 T18N, R13W	55-610972
Hofreiter	NE ¼ NE ¼ NW ¼ Sec. 23 T17N, R13W	55-611628
Hollis	SW ¼ SW ¼ NE ¼ Sec. 23 T17N, R13W	55-610988
Short 1	NW ¼ NE ¼ NE ¼ Sec. 10 T17N, R13W	55-610853
Short 4	NE ¼ SE ¼ NE ¼ Sec. 10 T17N, R13W	55-610980
Murphey No. 2	NE ¼ SE ¼ SE ¼ Sec. 10 T17N, R13W	55-610983
Hagan	NE ¼ NE ¼ SE ¼ Sec. 10 T16N, R13W	55-619674
Schoolhouse	SE ¼ SW ¼ SE ¼ Sec. 26 T18N, R13W	55-201576
Cane Springs #1	SW ¼ NE ¼ NW ¼ Sec. 27 T18N, R13W	55-805720
Tetrick #5A	NW ¼ NE ¼ SW ¼ Sec. 27 T18N, R13W	55-205630
BS-12-001	NW ¼ NE ¼ SE ¼ Sec. 3 T16N, R13W	55-220909
BS-12-002	SW ¼ SW ¼ NE ¼ Sec. 3 T16N, R13W	55-220907
BS-12-003	SW ¼ SW ¼ NE ¼ Sec. 23 T17N, R13W	55-220908
BS-13-001	SW ¼ NE ¼ NE ¼ Sec. 10 T16N, R13W	55-221999
BS-13-002	NW ¼ SE ¼ SW ¼ Sec. 27 T16.5N, R13W	55-222000
BS-13-003	NW ¼ NW ¼ SW ¼ Sec. 22 T16.5N, R13W	55-222002
BS-13-004	SE ¼ SE ¼ SE ¼ Sec. 26 T17N, R13W	55-222003
BS-13-005	NE ¼ NE ¼ NW ¼ Sec. 14 T17N, R13W	55-222001

COMMON WELL NAME	WELL LOCATION	WELL REGISTRATION NUMBER
BS-13-006	NE ¼ NE ¼ NW ¼ Sec. 23 T17N, R13W	55-222294
BS-13-007	SW ¼ SW ¼ SW ¼ Sec. 22 T16.5N, R13W	55-222293

### Response to Question 23

The Response to Question 23 on Attachment D to the application forms is revised to read as follows:

Freeport requests that approval of this application be contingent on approval of all of the other applications listed below, unless such condition is subsequently waived in writing by Freeport:

1. Applications to sever and transfer certificates of water right (“CWR”) Nos. 3270, 3281, 3903, 33-28672, 33-28673 and 33-28677 to new places and additional purposes of use within the LCR MSCP lease area.
2. Applications to sever and transfer CWR Nos. 3235, 3282e, 3826, 3829, 3830, 4084 through 4087, 4154 and 33-28675 to new points of diversion in the Big Sandy River valley near Wikieup, Arizona and new places and purposes of use at the Freeport-McMoRan Bagdad Inc. mine and town of Bagdad, Arizona.
3. Amended application to sever and transfer a portion of the water right evidenced by Statement of Claim of Right No. 36-64329 to new points of diversion in the Big Sandy River valley near Wikieup, Arizona and new places and purposes of use at the Freeport-McMoRan Bagdad Inc. mine and town of Bagdad, Arizona.

In the event that the Department is prepared to approve any one of the applications listed above, such approval should be withheld until the Department is ready to approve the remainder of the applications listed above.

### Other Changes to Attachments and Figures

Freeport is substituting the Figure C-1A attached to this amendment for the Figure C-1 attached to the original applications to sever and transfer Planet Ranch and Lincoln Ranch water rights to new places of use at the Bagdad Mine Complex and Bagdad Townsite and new points of diversion within the Wikieup Wellfield. As with the former Figure C-1, Figure C-1A is a map showing the location of the Wikieup Wellfield points of diversion, which has been updated to include all wells described in the amended response to Question 14, above. The map was re-labeled as Figure C-1A to avoid confusion with the map attached to the original applications.

## **Attachment B**

Summary of Updates to Remaining Sever and Transfer Applications  
(CWR Nos. 3270, 3281, 3903, 33-28672, 33-28673 and 33-28677)

### **Response to Question 1**

The response to Question 1 on Attachment A to the application forms is revised to read as follows:

This application was originally filed jointly by Freeport Minerals Corporation (formerly Freeport-McMoRan Corporation) (“Freeport”) and the City of Scottsdale as co-applicants, while Freeport was still in escrow on its purchase of the Planet Ranch. Freeport has since closed on its purchase of Planet Ranch and the water right that is the subject of this application. The City of Scottsdale is no longer a co-applicant. In addition, Freeport has changed its address since the application was first filed.

Following Freeport’s purchase of Planet Ranch, Freeport conveyed the property and all associated water rights to its subsidiary, Byner Cattle Company. Byner Cattle Company has provided written consent to Freeport’s applications to sever and transfer the Planet Ranch water rights, including the subject water right, a copy of which has been provided to the Department.

All inquiries to this application should be directed to Freeport as follows:

Shilpa Hunter-Patel  
Senior Counsel, Water  
Freeport Minerals Corporation  
333 North Central Avenue  
Phoenix, Arizona 85004  
Phone: (602) 366-7813  
[Shilpa\\_Hunter-Patel@fmi.com](mailto:Shilpa_Hunter-Patel@fmi.com)

### **Response to Question 4**

The response to Question 4 on Attachment B to the application forms is revised to read as follows:

The current holder of the right is Byner Cattle Company. Byner Cattle Company has provided written consent to Freeport’s applications to sever and transfer the Planet Ranch water rights, including the subject water right.

### **Response to Question 12**

The response to Question 12 on Attachment B to the application forms is revised to read as follows:

The prior owner of the subject water right, the City of Scottsdale, Arizona, ceased fully exercising the water right in 1998 following the filing of applications to change the

beneficial use of the water right from irrigation to municipal purposes. Pursuant to A.R.S. § 45-189.E.7, the City of Scottsdale was not subject to forfeiture proceedings for nonuse of water during the pendency of its change in use application.

As explained in the response to Question 1, Freeport closed on its purchase of Planet Ranch and its associated water rights in December 2011. Freeport then conveyed the property and all associated water rights to its subsidiary, Byner Cattle Company. On July 3, 2012, the City of Scottsdale submitted a request to withdraw its applications to change the beneficial use of the Planet Ranch water rights to municipal purposes. On July 16, 2012, the Department sent a letter to the City of Scottsdale confirming that the change of use applications had been withdrawn.

Byner Cattle Company has now reinitiated agricultural operations at Planet Ranch in order to protect the water rights from risk of forfeiture. Byner will be expanding irrigation and stockwatering at Planet Ranch, including the subject water right, pending the Department's decision on this application and other pending applications to sever and transfer the Planet Ranch water rights.

#### Response to Question 14

All of the text of the response to Question 14 preceding the table of water wells at Planet Ranch is revised to read as follows:

“The point of diversion will vary with the rotation of water use within the LCR MSCP lease area. Water will be pumped from any combination of the following wells (See Figure C-1):”

#### Response to Question 19 (CWR Nos. 3903, 33-28672, 33-28673 and 33-28677 only)

The response to Question 19 on Attachment C to the application forms is revised to read as follows:

The water right will be used for irrigation of agricultural fields and habitat creation, restoration and maintenance uses for the benefit of fish and wildlife resources within the 3,413.27-acre LCR MSCP lease area shown on Figure C-1. Irrigation and other water uses will be rotated throughout the LCR MSCP lease. Not all areas of the LCR MSCP lease area will be irrigated each year.

#### Response to Question 19 (CWR No. 3270 only)

The response to Question 19 on the application form is revised to read as follows: “See Attachment C.”

The response to Question 19 on Attachment C to the application form is revised to read as follows:

Applicant is requesting consolidation of the irrigation and stockwatering components of CWR No. 3270. The consolidated water right will be used for irrigation of agricultural fields and habitat creation, restoration and maintenance uses for the benefit of fish and wildlife resources within the 3,413.27-acre LCR MSCP lease area shown on Figure C-1.

Irrigation and other water uses will be rotated throughout the LCR MSCP lease. Not all areas of the LCR MSCP lease area will be irrigated each year. The combined total annual water diversion for the above-described purposes under the severed and transferred water right will be 664.1 acre-feet per year (660 acre-feet per year (irrigation component) + 4.1 acre-feet per year (stockwatering component converted to acre-feet per year) = 664.1 acre-feet per year).

Response to Question 19 (CWR No. 3281 only)

The response to Question 19 on the application form is revised to read as follows: “See Attachment C.”

The response to Question 19 on Attachment C to the application form is revised to read as follows:

Applicant is requesting consolidation of the irrigation and stockwatering components of CWR No. 3281. The consolidated water right will be used for irrigation of agricultural fields and habitat creation, restoration and maintenance uses for the benefit of fish and wildlife resources within the 3,413.27-acre LCR MSCP lease area shown on Figure C-1. Irrigation and other water uses will be rotated throughout the LCR MSCP lease. Not all areas of the LCR MSCP lease area will be irrigated each year. The combined total annual water diversion for the above-described purposes under the severed and transferred water right will be 1,294.1 acre-feet per year (1,290 acre-feet per year (irrigation component) + 4.1 acre-feet per year (stockwatering component converted to acre-feet per year) = 1,294.1 acre-feet per year).

Response to Question 23

The response to Question 23 on Attachment D to the application forms is revised to read as follows:

Freeport requests that approval of this application be contingent on approval of all of the other applications listed below, unless such condition is subsequently waived in writing by Freeport:

1. Applications to sever and transfer certificates of water right (“CWR”) Nos. 3270, 3281, 3903, 33-28672, 33-28673 and 33-28677 to new places and additional of use within the LCR MSCP lease area.
2. Applications to sever and transfer CWR Nos. 3235, 3282e, 3826, 3829, 3830, 4084 through 4087, 4154 and 33-28675 to new points of diversion in the Big Sandy River valley near Wikieup, Arizona and new places and purposes of use at the Freeport-McMoRan Bagdad Inc. mine and town of Bagdad, Arizona.
3. Amended application to sever and transfer a portion of the water right evidenced by Statement of Claim of Right No. 36-64329 to new points of diversion in the Big Sandy River valley near Wikieup, Arizona and new places and additional purposes of use at the Freeport-McMoRan Bagdad Inc. mine and town of Bagdad, Arizona.

In the event that the Department is prepared to approve any one of the applications listed above, such approval should be withheld until the Department is ready to approve the remainder of the applications listed above.

Legislative Draft

**Attachment C**

Letter of Consent from Byner Cattle Company

Legislative Draft



Francis McAllister  
Vice President  
Byner Cattle Company  
333 North Central Avenue  
Phoenix, Arizona 85004

\_\_\_\_\_, 2014

Elizabeth V. Logan, Manager  
Surface Water Permitting Unit  
Arizona Department of Water Resources  
3550 North Central Avenue, Second Floor  
Phoenix, Arizona 85012-2105

Re: Consent to Severance and Transfer of Planet Ranch Water Rights (Certificates of Water Right Nos. 3270, 3282e, 3826, 3829e, 3830, 3903, 4084 through 4087, 4154, 28672, 28673, 28675, 28677, 3281, 3235)

Dear Ms. Logan:

On December 14, 2011, Byner Cattle Company (“Byner”) acquired certain real property in Mohave and La Paz Counties, Arizona, commonly known as “Planet Ranch” from Freeport Minerals Corporation (formerly Freeport-McMoRan Corporation) (“Freeport”). A copy of the deed from Freeport to Byner for the Planet Ranch real property and all appurtenances thereto (including the above-described water rights) is enclosed with this letter.

Byner, which is a wholly-owned subsidiary of Freeport, acquired Planet Ranch and its appurtenant water rights with the understanding that Freeport has applications pending with the Department to sever and transfer a portion of the Planet Ranch water rights to new places of use within an area of Planet Ranch to be leased to the U.S. Bureau of Reclamation for use in connection with the Lower Colorado River Multi-Species Conservation Program (“LCR MSCP”) and to sever and transfer the remainder of the water rights offsite to new points of diversion and places of use in support of Freeport’s Bagdad Mine.

Byner hereby approves and consents to Freeport’s pending applications to sever and transfer the Planet Ranch water rights. Byner will be cooperating with Freeport to complete the water rights transfers, including executing any documents necessary to assign the water rights or convey portions of the Planet Ranch real property to Freeport or Freeport’s designee in connection with the transfers. This letter is intended to serve as Byner’s consent and approval to the severance and transfer of the Planet Ranch water rights under Arizona Revised Statutes section 45-172. Byner further consents to any changes or amendments to the Planet Ranch sever and transfer applications by Freeport.

Ms. Elizabeth Logan  
\_\_\_\_\_, 2014  
Page 2

If you have any questions regarding this letter of consent or need any additional information, please contact our in-house counsel Shilpa Hunter-Patel at (602) 366-7813 ([Shilpa\\_Hunter-Patel@fmi.com](mailto:Shilpa_Hunter-Patel@fmi.com)). Thank you.

Sincerely,

Francis McAllister,  
Vice President

Enclosure

Legislative Draft

**Exhibit 4.2.1(ii)(b)**

[DATE]

Arizona Department of Water Resources  
Surface Water Rights Unit  
3550 N. Central Avenue  
Phoenix, Arizona 85012

**Re: Conditional Withdrawal of Statements of Protest to Severance and Transfer Application Nos. A-4586, A-4650, A-4675, A-4902, A-4937, A-4625, A-4652, A-4678, A-4913, A-4626, 33-28675, 36-64329.**

To whom it may concern:

In September 2010, the Bureau of Indian Affairs (“**BIA**”), Bureau of Land Management (“**BLM**”), and Fish and Wildlife Service (“**FWS**”) filed Statements of Protest (“**Protests**”) objecting to the following Applications to Sever and Transfer filed by Freeport Minerals Corporation (“**Freeport**”): A-4586 (CWR 3235.0001); A-4650 (CWR 3282e); A-4675 (CWR 3826); A-4902 (CWR 3829); A-4937 (CWR 3830); A-4625 (CWR 4084); A-4652 (CWR 4085); A-4678 (CWR 4086); A-4913 (CWR 4087); A-4626 (CWR 4154); 33-28675 (CWR 33-28675); and 36-64329 (SOC 36-64329) (collectively, the “**Applications**”). The BIA, BLM and FWS are bureaus within the United States Department of the Interior (“**DOI**”), which is submitting this letter on behalf of BIA, BLM and FWS.

Subsequent to the filing of the Protests, DOI, Freeport and other parties have negotiated and entered into a settlement agreement related to water rights in the Bill Williams River Watershed (the “**Big Sandy River-Planet Ranch Agreement**”). Pursuant to the terms of the Big Sandy River-Planet Ranch Agreement, DOI hereby conditionally withdraws the Protests to Application Nos. A-4586, A-4650, A-4675, A-4902, A-4937, A-4625, A-4652, A-4678, A-4913, A-4626, and 33-28675. As to Application No. 36-64329, Freeport has conditionally amended this application to seek severance and transfer of 1,181.7 acre-feet per year and DOI hereby conditionally withdraws the Protests to the extent of the severance and transfer of 1,181.7 acre-feet per . The remaining 1,143.9 acre-feet per year of water rights appurtenant to Lincoln Ranch and listed in the original Application No. 36-64329 are not subject to the amended application.

By its terms, the Big Sandy River-Planet Ranch Agreement will become binding upon its enforceability date, as defined therein (the “**Enforceability Date**”). This conditional withdrawal shall also become binding and irrevocable on the Enforceability Date. This withdrawal is expressly conditioned upon the Enforceability Date occurring by no later than December 13, 2015. If the Enforceability Date does not occur by December 13, 2015, this conditional withdrawal of the Protests is void, and all of BIA, BLM, and FWS’s protests to the Applications shall remain in full effect.

Sincerely,

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United States Department of the Interior

**Exhibit 4.2.1(ii)(c)**

DATE

Arizona Department of Water Resources  
Surface Water Rights Unit  
3550 N. Central Avenue  
Phoenix, Arizona 85012

**Re: Conditional Withdrawal of Statement of Protest to Severance and Transfer Application Nos. A-4586, A-4650, A-4675, A-4902, A-4937, A-4625, A-4652, A-4678, A-4913, A-4626, 33-28675, 36-64329.**

To whom it may concern:

On October 1, 2010, the Arizona Game and Fish Department (“**AGFD**”) on behalf of the Arizona Game and Fish Commission (“**AGFC**”) filed a Statement of Protest (“**Protest**”) objecting to the following Applications to Sever and Transfer filed by Freeport Minerals Corporation (“**Freeport**”): A-4586 (CWR 3235.0001); A-4650 (CWR 3282e); A-4675 (CWR 3826); A-4902 (CWR 3829); A-4937 (CWR 3830); A-4625 (CWR 4084); A-4652 (CWR 4085); A-4678 (CWR 4086); A-4913 (CWR 4087); A-4626 (CWR 4154); 33-28675 (CWR 33-28675); and 36-64329 (SOC 36-64329) (collectively, the “**Applications**”).

Subsequent to filing the Protest, AGFC, Freeport and other parties have negotiated and entered into a settlement agreement related to water rights in the Bill Williams River Watershed (the “**Big Sandy River-Planet Ranch Agreement**”). Pursuant to the terms of the Big Sandy River-Planet Ranch Agreement, AGFD hereby conditionally withdraws the Protest to Application Nos. A-4586, A-4650, A-4675, A-4902, A-4937, A-4625, A-4652, A-4678, A-4913, A-4626, and 33-28675. As to Application No. 36-64329, Freeport has conditionally amended this application to seek severance and transfer of 1,181.7 acre-feet per year, and AGFD hereby conditionally withdraws the Protest to the extent of the severance and transfer of 1,181.7 acre-feet per year. The remaining 1,143.9 acre-feet per year of water rights appurtenant to Lincoln Ranch and listed in the original Application No. 36-64329 are not subject to the severance and transfer.

By its terms, the Big Sandy River-Planet Ranch Agreement will become binding upon its enforceability date, as defined therein (the “**Enforceability Date**”). This conditional withdrawal shall also become binding and irrevocable on the Enforceability Date. This withdrawal is expressly conditioned upon the Enforceability Date occurring by no later than December 13, 2015. If the Enforceability Date does not occur by December 13, 2015, this conditional withdrawal of Protest is void, and the entirety of AGFD’s Protest to the Applications shall remain in full effect.

Sincerely,

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Arizona Game and Fish Department

**EXHIBIT 4.2.1(vii)**

**PLANET RANCH MSCP LIST OF EQUIPMENT AND INFRASTRUCTURE**

**JUNE 13, 2014**

<b><u>ITEM</u></b>	<b><u>QUANTITY</u></b>
Well 2 (70 HP diesel) and well infrastructure*	1
Well 3 (125 HP electric) and well infrastructure*	1
Well 4 (50 HP electric) and well infrastructure*	1
Well 5 (100 HP electric) and well infrastructure*	1
Well 7 (200 HP electric) and well infrastructure**	1
Well 8 (75 HP electric) and well infrastructure**	1
Well 9 (75 HP electric) and well infrastructure**	1
Well 11 (150 HP electric) and well infrastructure**	1
Well 12 (150 HP electric) and well infrastructure**	1
Well 13 (200 HP electric) and well infrastructure**	1
Well 14 (150 HP electric) and well infrastructure**	1

*\*Well currently not operational and infrastructure incomplete for rehabilitation and not included for rehabilitation for Phases I & 2*

*\*\*Well infrastructure includes above and below ground water delivery system including pipelines, pumps, pump engines, gear heads; bowls, motors, tubes, above-ground and underground power lines, transformers (if owned) and panels*

**ITEM**

**QUANTITY**

Concrete irrigation ditches\*\*\*

Approx 13,300 LF

6"-12" underground steel piping with above  
Ground risers (Side roll main delivery)

Approx 6190 LF

4"-12" underground steel piping (Center  
Pivot delivery)

Approx 19,065 LF

1"-4" underground pvc piping (Sprinkler  
Delivery)

Approx 7550 LF

*\*\*\*Concrete irrigation ditches includes ditches, headgates, valves and turnout structures*

**Exhibit 4.2.2(i)**

**NOTICE OF DIVERSION LIMITATION ON WATER RIGHTS**

The exercise of the water rights listed and described in Attachment “A” hereto by Freeport Minerals Corporation (“Freeport”), or any of its subsidiaries, affiliates, successors or assigns, is subject to the terms and conditions set forth in that certain settlement agreement known as the Big Sandy River-Planet Ranch Water Rights Settlement Agreement (“Agreement”). Specifically, the total volume of water that may be “Diverted” from the “Wikieup Wellfield Points of Diversion” and the “Freeport Groundwater Wells,” as each of those terms is defined in the Agreement, is subject to a Diversion Limitation of 10,055 AFY pursuant to Sections 4.2.2 and 4.2.3 of the Agreement (“Diversion Limitation”).

The 10,055 AFY annual Diversion limitation applies collectively to those water rights listed in Attachment “A” hereto. The annual Diversion Limitation shall continue to be binding on all water rights listed in Attachment “A”, regardless of any subsequent transfer of title of such water rights to third parties or regardless of any future change in place of use or point of diversion for such water rights. Separately, Freeport has entered into restrictive covenants affecting certain lands in the Big Sandy River Valley.

Freeport or its subsidiaries, affiliates, successors and assigns may rely on any combination of the water rights listed in Attachment “A”, provided that the maximum annual Diversion of water from the Wikieup Wellfield Points of Diversion and the five Freeport Groundwater Wells does not exceed 10,055 AFY. This limitation is not intended to constitute an abandonment of any water right or water right claim. In the event of any potential discrepancy between the terms of the Agreement and the description of the Diversion limitation in this Notice of Limitation, the documents shall be read together in a consistent manner, and if that is not possible then the terms of the Agreement shall control.

The undersigned represents that he or she has the authority to execute and bind the entity he or she represents to the terms of this Notice of Limitation.

**FREEPORT MINERALS CORPORATION**

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

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

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

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

*[Signatures Continued on Next Page]*

**FREEMPORT-MCMORAN BAGDAD INC.**

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

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

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

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

**BYNER CATTLE COMPANY**

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

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

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

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

Legislative Draft



**Attachment "A"**

**Freeport Water Rights Subject to Diversion Limitation**

**Wikieup Wellfield Water Rights and Points of Diversion**

Certificates of Water Right Nos. 3235, 3282e, 3826, 3829, 3830, 4084, 4085, 4086, 4087, 4154 and 33-28675\*

Statement of Claim of Right No. 36-64329\*\*

Statement of Claim of Right Nos. 36-105638 through 36-105663, 36-31861, 36-66292 through 36-66298, 36-66299, 36-66321, 36-66322, 36-66307, 36-66310, 36-66313, 36-66355 through 36-66366 and 36-75709

Well Registration Nos. 55-201576, 55-205630, 55-220907 through 55-220909, and 55-221999 through 55-222003, 55-222293, 55-222294, 55-611626 through 55-611637, 55-610853, 55-610972, 55-610980, 55-610983, 55-610988, 55-619674, 55-805720 and 55-809453

**Freeport Groundwater Wells**

Well Registration Nos. 55-200964, 55-592824, 55-595808, 55-595810 and 55-908273

\* This Notice of Limitation applies only those portions of the listed certificates of water right severed and transferred from their former places of use and points of diversion at the Planet Ranch in Mohave and La Paz Counties to new places of use at the Bagdad Mine Complex and Bagdad Townsite and points of diversion within the Wikieup Wellfield.

\*\* This Notice of Limitation applies only that portion of Statement of Claim of Right No. 36-64329 severed and transferred from its former places of use and points of diversion at the Lincoln Ranch in La Paz County to new places of use at the Bagdad Mine Complex and Bagdad Townsite and points of diversion within the Wikieup Wellfield.

**Recording Request By:**

Freeport-McMoRan 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-McMoRan Corporation (“Freeport”), the United States Department of the Interior (“DOI”) and the State of Arizona, acting by and through the Arizona Game and Fish Commission (“AGFC”), (collectively the “Parties”).

**1.0 RECITALS**

- 1.1** The Parties have executed the Big Sandy River-Planet Ranch Water Rights Settlement Agreement (“Agreement”) to resolve certain water right claims of Freeport, DOI and AGFC.
- 1.2** Freeport is the owner of certain parcels of real property located in Sections \_\_\_\_\_, Townships 16, 16 ½, 17, 18, and 19 North, Ranges 13 and 14 West, Gila and Salt River Base and Meridian within Mohave County, Arizona, the location of which is more particularly depicted in **Attachment A** attached hereto, and referenced by name herein as the Wikieup Wellfield. The legal descriptions for the parcels of property owned by Freeport are listed in **Attachment B** attached hereto and this Restrictive Covenant shall attach to all such parcels as further described below.
- 1.3.** Freeport’s Settlement Water Rights used for surface water diversions from the Wikieup Wellfield are listed in Sections I, III and IV of Exhibit 4.1(1)(a) of the Agreement and are set forth as **Attachment C** hereto.
- 1.4** As prescribed in Section 4.2.3(i) of the Agreement, Freeport shall limit its combined annual diversion of water from the Wikieup Wellfield and five Freeport Groundwater Wells for Mining and Municipal Uses at the Bagdad Mine Complex and Bagdad Townsite to 10,055 AFY. The combined annual diversion of water from the Wikieup Wellfield applies collectively to Freeport’s Settlement Water Rights and the five Freeport Groundwater Wells listed in **Attachment D** hereto.

- 1.5 The provisions of this Restrictive Covenant are intended to further the purposes of the Agreement and insure that the limit on the combined annual diversion of water from the Wikieup Wellfield and the five Freeport Groundwater Wells is binding on successors in interest and runs with the land.

## 2.0 GENERAL DECLARATION

- 2.1 Freeport, in consideration of the promises and agreements set forth in the Agreement, grants this Restrictive Covenant described in this instrument and, in so doing, declares that Freeport's Settlement Water Rights, the Wikieup Wellfield and the five Freeport Groundwater Wells, are now subject to and shall in the future be conveyed, transferred, leased, encumbered, occupied, built upon, or otherwise used or improved, in whole or in part, subject to this Restrictive Covenant.
- 2.2 The purpose of this Restrictive Covenant is to resolve certain water right claims of the Parties and to conserve water resources that benefit fish and wildlife habitat and other ecosystems in the Bill Williams River watershed.
- 2.3 Each condition and restriction set forth in this Restrictive Covenant touches and concerns all parcels of real property owned by Freeport within the Wikieup Wellfield, as set forth in **Attachment B**, and the Restrictive Covenant granted in paragraph 3.0 shall run with all such parcels of land for unlimited duration and for all purposes, shall be binding upon all current and future owners of all such parcels of land and of the water rights set forth in **Attachment C**, and shall inure to the benefit of the DOI and the AGFC.
- 2.4 Freeport further conveys to the DOI and the AGFC the perpetual right to enforce the conditions and restrictions set forth in this Restrictive Covenant.

## 3.0 RESTRICTIVE COVENANT (RESTRICTIONS ON USE)

- 3.1 Freeport shall limit the combined annual diversion of: (i) surface water from all parcels of real property identified in **Attachment B** within the Wikieup Wellfield, and (ii) pumping from the five Freeport Groundwater Wells described in **Attachment D** hereto, to 10,055 AFY.
- 3.2 The 10,055 AFY diversion limitation set forth in Section 3.1 above applies collectively to Freeport's Settlement Water Rights identified in **Attachment C** and the five Freeport Groundwater Wells identified in **Attachment D**. The annual diversion limitation shall continue to be binding on all such water rights regardless of any subsequent transfer of title of such water rights to third parties and regardless of any future change in place of use or point of diversion for such water rights.

## 4.0 GENERAL PROVISIONS

- 4.1 Upon the Enforceability Date as defined in Section 2.21 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 real property parcels identified in **Attachment B**, the Freeport Settlement Water Rights identified in **Attachment C** or the five Freeport Groundwater Wells identified in **Attachment D** 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 real property parcels identified in **Attachment B**, the Freeport Settlement Water Rights identified in **Attachment C**, or the five Freeport Groundwater Wells identified in **Attachment D**.
- 4.3 Upon any violation by Freeport of any condition or restriction contained in this Restrictive Covenant, the DOI or the AGFC 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, DOI or AGFC may enforce this Restrictive Covenant through any available legal or equitable remedy.

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

**FREEPORT**

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:

**DEPARTMENT OF THE INTERIOR**

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:

**STATE OF ARIZONA**

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:

#3786698

**ATTACHMENT A**  
**Map of Freeport Parcels in the Wikieup Wellfield**

Legislative Draft

**ATTACHMENT B**  
**Real Property Parcels owned by Freeport within the Wikieup Wellfield**

Legislative Draft

**ATTACHMENT C**  
**Freeport Settlement Water Rights**

Legislative Draft



**Attachment D**  
**Five Freeport Groundwater Wells**

Legislative Draft

**Recording Request By:**

Freeport-McMoRan 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-McMoRan Corporation (“Freeport”), the United States Department of the Interior (“DOI”) and the State of Arizona, acting by and through the Arizona Game and Fish Commission (“AGFC”), (collectively the “Parties”).

**1.0 RECITALS**

- 1.1** The Parties have executed the Phase One Bill Williams River Water Rights Settlement Agreement (“Agreement”) to resolve certain water right claims of Freeport, DOI and AGFC.
- 1.2** Freeport is the owner of certain parcels of real property located in Sections \_\_\_\_\_, Townships 16, 16 ½, 17, 18, and 19 North, Ranges 13 and 14 West, Gila and Salt River Base and Meridian within Mohave County, Arizona, the location of which are more particularly depicted in **Attachment A** attached hereto, and referenced by name herein as the Wikieup Wellfield. The legal descriptions for the parcels of property owned by Freeport and located within the Wikieup Wellfield, as shown on **Attachment A** (each a “Restricted Parcel” and collectively, the “Restricted Parcels”) are contained in **Attachment B** attached hereto, and this Restrictive Covenant shall attach to all such parcels as further described below.
- 1.3.** The provisions of this Restrictive Covenant are intended to further the purposes of the Agreement by restricting Freeport’s right to sell or otherwise transfer its ownership interest in the Restricted Parcels as set forth herein.

**2.0 GENERAL DECLARATION**

- 2.1** Freeport, in consideration of the promises and agreements set forth in the Agreement, grants this Restrictive Covenant and, in so doing, declares that the Restricted Parcels are 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 resolve certain water right claims of the Parties and to conserve water resources that benefit fish and wildlife habitat and other ecosystems in the Bill Williams River watershed.
- 2.3 Each condition and restriction set forth in this Restrictive Covenant touches and concerns all of the Restricted Parcels, and the Restrictive Covenant granted in paragraph 3.0 shall run with all such Restricted Parcels until the Termination Date set forth in Section 2.4 below, shall be binding upon all current and future owners of the Restricted Parcels, and shall inure to the benefit of the DOI and the AGFC.
- 2.4 This Restrictive Covenant shall terminate automatically on, and shall be of no force or effect from and after, the date upon which Freeport delivers written notice to DOI and AGFC pursuant to Section 11.13 of the Agreement (the "Termination Notice") that Freeport has permanently ceased mining operations at the Bagdad Mine Complex (as defined in the Agreement). Following the delivery of the Termination Notice to DOI and AGFC, Freeport, or any of its successors or assigns which owns a Restricted Parcel, shall have the right, without the need for consent or approval from DOI or AGFC, to record a termination and release of this Restrictive Covenant in the real property records of Mojave County, Arizona.
- 2.5 Freeport further conveys to the DOI and the AGFC the right to enforce the conditions and restrictions set forth in this Restrictive Covenant.

### **3.0 RESTRICTIVE COVENANT (RESTRICTION ON SALE OR TRANSFER)**

- 3.1 From and after the Enforceability Date set forth in the Agreement, and continuing until the Termination Date, and subject to Section 3.2 below, Freeport shall not sell or otherwise transfer its ownership interest in any of the Restricted Parcels to any person or entity, other than an Affiliate of Freeport, without the prior written consent of DOI and AGFC, which consent will not be withheld, conditioned or delayed unreasonably. For the purposes of this Section 3.1, the term "Affiliate" shall mean any person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Freeport. Control as used herein is defined as possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.
- 3.2 Notwithstanding the foregoing, Freeport shall have the right, without the need for prior consent from DOI or AGFC, to:
  - (a) assign, pledge or hypothecate, or otherwise grant a security interest in, its ownership interest in any or all of the Restricted Parcels for the purpose of securing a loan or other financing arrangement;

(b) sell, assign or transfer its interest in the Restricted Parcels to a person or entity who acquires substantially all of the assets of Freeport or who acquires Freeport's interest in the Bagdad Mine Complex; and/or

(c) enter into a lease, license agreement or any other agreement for the use and occupancy of any Restricted Parcel.

#### 4.0 GENERAL PROVISIONS

4.1 Upon the Enforceability Date as defined in Section 2.21 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 Restricted Parcels 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 any of the Restricted Parcels.

4.3 Upon any violation by Freeport of any condition or restriction contained in this Restrictive Covenant, the DOI or the AGFC 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, DOI or AGFC may enforce this Restrictive Covenant through any available legal or equitable remedy.

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

#### FREEPORT

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:

**DEPARTMENT OF THE INTERIOR**

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:

**STATE OF ARIZONA**

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:

#3786698

**ATTACHMENT A**  
**Map of Freeport Parcels in the Wikieup Wellfield**

Legislative Draft

**ATTACHMENT B**  
**Real Property Parcels owned by Freeport within the Wikieup Wellfield**

Legislative Draft

## EXHIBIT 7.2(ii)

### WAIVER AND RELEASE OF CLAIMS BY DOI AGAINST FREEPORT

This Waiver and Release of Claims dated as of \_\_\_\_\_, is entered into by the United States Department of the Interior (“DOI”), as part of the performance of its obligations under the Big Sandy River-Planet Ranch Water Rights Settlement Agreement dated as of \_\_\_\_\_ (“Big Sandy River-Planet Ranch Agreement”), and in accordance with the commitments under Subparagraph 7.2 of the Big Sandy River-Planet Ranch Agreement and pursuant to the authorization granted in Section \_\_\_\_\_ of 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, DOI, as part of the performance of its obligations under the Agreement, hereby waives and releases any claim against Freeport, under Federal, State, or other law for:

- (a) all past and present claims for Injury to Water Rights resulting from the Diversion of Water by Freeport from the Wikieup Wellfield or the Freeport Groundwater Wells 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 Wikieup Wellfield or the Freeport Groundwater Wells in a manner not in violation of the Big Sandy River-Planet Ranch Agreement; and
- (c) all past, present, and future claims arising out of, or relating in any manner to, the negotiation or execution of the Big Sandy River-Planet Ranch Agreement.



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

Notwithstanding the waiver and release of claims set forth in Paragraph 2.0, DOI 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 claims 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 any and all Water Rights that are not inconsistent with the Big Sandy River-Planet Ranch Agreement or the Act;
- (c) to assert any claims by or for any Indian tribe, Indian community or nation, or dependent Indian community, other than the Hualapai Tribe, or the United States on behalf of such a tribe, community, or nation; and
- (d) to assert any claims arising after the Enforceability Date for Injury to Water Rights not expressly waived in Paragraph 2.0.

**4.0 WAIVER EFFECTIVE UPON THE ENFORCEABILITY DATE**

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

**THE UNITED STATES OF AMERICA**

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

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

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

*Legislative Draft*

## EXHIBIT 7.3(ii)

### WAIVER AND RELEASE OF CLAIMS BY FREEPORT AGAINST THE UNITED STATES DEPARTMENT OF THE INTERIOR

This Waiver and Release of Claims dated as of \_\_\_\_\_, is entered into by Freeport Minerals Corporation, as part of the performance of its obligations under the Big Sandy River-Planet Ranch Water Rights Settlement Agreement dated as of \_\_\_\_\_ (“Big Sandy River-Planet Ranch Agreement”), and in accordance with the commitments under Subparagraph 7.3 of said Big Sandy River-Planet **Ranch** 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 Phase One Settlement Agreement, hereby waives and releases any claim against DOI, under Federal, State, or other law for:

(a) any claim of right to Divert Water from the Wikieup Wellfield and the Freeport Groundwater Wells in excess of 10,055 AFY for Mining Uses and Municipal Uses at the Bagdad Mine Complex and Bagdad Townsite.

#### 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 all rights not expressly waived in Paragraph 2.0, including the right to:

(a) assert claims 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; and

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

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

**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: \_\_\_\_\_

Legislative Draft

**ATTACHMENT “A”  
DEFINITIONS**

*Legislative Draft*

## EXHIBIT 7.4(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-McMoRan Corporation (“Freeport”), as part of the performance of its obligations under the Big Sandy River-Planet Ranch Water Rights Settlement Agreement dated as of \_\_\_\_\_ (“Big Sandy River-Planet Ranch Agreement”), and in accordance with the commitments under Subparagraph 7.4 of said Big Sandy River-Planet Ranch 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 Big Sandy River-Planet Ranch 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 DOI, the Tribe, or Allottees for use on the Allotments or on the Hualapai Executive Order 1368 Reservation arising prior to the Enforceability Date;
- (b) claims for Injury to Water Rights arising after the Enforceability Date resulting from the Diversion of: (1) 82 AFY of Water by DOI or Allottees for use on Parcel 1; (2) 312 AFY of Water by DOI or Allottees for use on Parcel 2; and (3) 300 AFY of Water by DOI or the Tribe on Parcel 3; 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 this Big Sandy River-Planet Ranch 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 all rights not expressly waived in Paragraph 2.0, including the right:

- (a) subject to subparagraph 11.6 of the Big Sandy River-Planet Ranch Agreement, to assert claims 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 any and all Water Rights that are not inconsistent with the Big Sandy River-Planet Ranch Agreement or the Act; and
- (c) to assert any claims arising after the Enforceability Date for Injury to Water Rights not expressly waived in Paragraph 2.0.

**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 7.6(ii)

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

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 Big Sandy River-Planet Ranch Water Rights Settlement Agreement dated as of \_\_\_\_\_ (“Big Sandy River-Planet Ranch Agreement”), and in accordance with the commitments under Subparagraph 7.6 of said Big Sandy River-Planet Ranch 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 described in Paragraph 3.0, the Tribe, on behalf of itself and its members, hereby waives and releases any and all claims against the United States Department of the Interior (“DOI”) and the agents and employees of DOI for:

- (a) all past, present and future claims relating to claims for Water Rights associated with Parcel 3 in excess of 300 AFY that DOI, 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 a Water Right that is 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**

*Legislative Draft*

## **EXHIBIT 7.7**

### **WAIVER AND RELEASE OF CLAIMS BY AGFC AGAINST FREEPORT**

This Waiver and Release of Claims dated as of \_\_\_\_\_, is entered into by the Arizona Game and Fish Commission (“AGFC”), as part of the performance of its obligations under the Big Sandy River-Planet Ranch Water Rights Settlement Agreement dated as of \_\_\_\_\_ (“Big Sandy River-Planet Ranch Agreement”), and in accordance with the commitments under Subparagraph 7.7 of said Big Sandy River-Planet Ranch 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, AGFC, as part of the performance of its obligations under the Big Sandy River-Planet Ranch Agreement, hereby waives and releases any claim against Freeport, 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 Freeport in 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 in a manner not in violation of the Big Sandy River-Planet Ranch Agreement; and
- (c) past, present, and future claims arising out of, or relating in any manner to, the negotiation or execution of the Big Sandy River-Planet Ranch Agreement.

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

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

(a) subject to subparagraph 11.6 of the Big Sandy River-Planet Ranch Agreement, to assert claims 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 any and all Water Rights that are not inconsistent with the Big Sandy River-Planet Ranch Agreement or the Act; and

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

**4.0 WAIVER EFFECTIVE UPON THE ENFORCEABILITY DATE.**

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

**THE ARIZONA GAME AND FISH COMMISSION**

By: \_\_\_\_\_  
Secretary of the Arizona Game and Fish Commission and  
Director of the Arizona Game and Fish Department

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

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

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

**ATTACHMENT A  
DEFINITIONS**

*Legislative Draft*

## EXHIBIT 7.8

### WAIVER AND RELEASE OF CLAIMS BY FREEPORT AGAINST AGFC

This Waiver and Release of Claims dated as of \_\_\_\_\_, is entered into by Freeport Minerals Corporation, as part of the performance of its obligations under the Big Sandy River-Planet Ranch Water Rights Settlement Agreement dated as of \_\_\_\_\_ (“Big Sandy River-Planet Ranch Agreement”), and in accordance with the commitments under Subparagraph 7.8 of said Big Sandy River-Planet Ranch 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 Big Sandy River-Planet Ranch Agreement, hereby waives and releases any claim against AGFC, 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 AGFC in 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 AGFC in a manner not in violation of the Big Sandy River-Planet Ranch Agreement; and
- (c) past, present, and future claims arising out of, or relating in any manner to, the negotiation or execution of the Big Sandy River-Planet Ranch 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 all rights not expressly waived in Paragraph 2.0, including the right:

(a) subject to subparagraph 11.6 of the Big Sandy River-Planet Ranch Agreement, to assert claims 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 any and all Water Rights that are not inconsistent with the Big Sandy River-Planet Ranch Agreement or the Act; and

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

**4.0 WAIVER EFFECTIVE UPON THE ENFORCEABILITY DATE**

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

**FREEMPORT MINERALS CORPORATION**

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

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

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

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



**ATTACHMENT A  
DEFINITIONS**

*Legislative Draft*

## EXHIBIT 9.3(i)

### WATER RIGHTS STIPULATION

#### I. RECITALS

1. Freeport Minerals Corporation (“**Freeport**”), and the Arizona Game and Fish Commission, an agency of the State of Arizona (“**AGFC**”), together with other parties, have entered into a settlement agreement titled the Big Sandy River-Planet Ranch Water Rights Settlement Agreement (“**Big Sandy River-Planet Ranch Agreement**”).

2. Capitalized terms used in this Stipulation that are defined in the Big Sandy River-Planet Ranch Agreement shall have the meaning set forth in the Big Sandy River-Planet Ranch Agreement.

3. Among other things, the Big Sandy River-Planet Ranch Agreement resolves certain water rights issues of common interest to AGFC and Freeport.

4. As provided in Section 9.3 of the Big Sandy River-Planet Ranch Agreement, AGFC and Freeport have agreed to enter into this Water Rights Stipulation (“**Stipulation**”) to further document their agreement regarding specific Water Rights issues.

5. Upon the initiation of a general adjudication of all rights to use Water in the Bill Williams River watershed and/or the Big Sandy River watershed, in either state or federal court, either AGFC or Freeport may submit this Stipulation to the court presiding over the adjudication and request: (i) the court’s approval of the terms of the Stipulation; (ii) that the court confirm that the Stipulation is binding on both AGFC and Freeport; and (iii) that the terms of the Stipulation be incorporated into any decree issued by the court during the course of the adjudication.

#### II. FREEPORT WATER RIGHTS

##### A. Freeport Settlement Water Rights.

1. Pursuant to Section 4.1(i) of the Big Sandy River-Planet Ranch Agreement, AGFC has confirmed the Freeport Settlement Water Rights described in Exhibit 4.1(i)(a) to Big Sandy River-Planet Ranch Agreement and in the abstract of water rights attached to this Stipulation as **Exhibit A** (the “Freeport Settlement Water Rights”). The Freeport Settlement Water Rights include, but are not limited to, water rights severed and transferred from Planet Ranch and Lincoln Ranch to new points of diversion within the Wikieup Wellfield and new places and purposes of use within the Bagdad Mine Complex and Bagdad Townsite.

2. Consistent with that confirmation, AGFC has agreed that it shall not object to, place a call upon, dispute or challenge in any manner the Freeport Settlement Water Rights in any future judicial or administrative proceeding, except as provided in Section 4.3(i) to the Big Sandy River-Planet Ranch Agreement. AGFC has further agreed that it shall not object to or

challenge in any adjudication, or in any other judicial or administrative proceeding, the legal character of water withdrawn from any Freeport wells.

3. AGFC and Freeport stipulate and agree to the entry of a decree that incorporates the Freeport Settlement Water Rights in substantially the form set forth in Exhibit A, in any future general stream adjudication, whether in state or federal court, of water rights in the Bill Williams River watershed and/or the Big Sandy River watershed.

4. AGFC reserves the right to challenge and/or appeal any decree that establishes water right attributes for the Freeport Settlement Water Rights that are more favorable to Freeport than those described in Exhibit A. Freeport reserves the right to challenge and/or appeal any decree that established water right attributes for the Freeport Settlement Water Rights that are less favorable to Freeport than those described in Exhibit A.

#### **B. Freeport's Annual Diversion Limitation.**

1. Pursuant to Sections 4.2.2 and 4.2.3 of the Big Sandy River-Planet Ranch Agreement, Freeport has agreed not to exceed a total of 10,055 AFY of combined Diversions of Water from the Wikieup Wellfield Points of Diversion and the five Freeport Groundwater Wells, except that this limitation does not apply to Supplemental Water delivered by Freeport to the Trust Land Parcels pursuant to Section 4.3 of the Hualapai BWR Agreement. This limitation is not intended to constitute an abandonment of any Water Right or Water Right claim by Freeport, and Freeport shall be entitled to use, and AGFC shall not object to the use of, any combination of Freeport's Settlement Water Rights, so long as Freeport does not exceed total Diversions of 10,055 AFY from the Wikieup Wellfield Points of Diversion and the five Freeport Groundwater Wells.

2. All of the Freeport Settlement Water Rights described in Sections I, III, IV and VIII of Exhibit A to this Stipulation are subject to the Diversion limitation referenced in Section II.B.1., above. To implement and provide public notice of that Diversion limitation, Freeport has agreed to file with ADWR a Notice of Diversion Limitation on Water Rights in the form attached to this Stipulation as Exhibit B. The notice will be included in the public records that ADWR maintains for the Freeport Settlement Water Rights listed in Sections I, III, IV and VIII of Exhibit A.

### **III. AGFC WATER RIGHTS.**

#### **A. AGFC Water Rights.**

1. Pursuant to Section 4.1(ii) of the Big Sandy River-Planet Ranch Agreement, Freeport has confirmed the AGFC Water Rights described in Exhibit 4.1(ii) to the Big Sandy River-Planet Ranch Agreement and in the abstract of water rights attached to this Stipulation as Exhibit C (the "AGFC Water Rights").

2. Consistent with that confirmation, Freeport has agreed that it shall not object to, place a call upon, dispute or challenge in any manner the AGFC Water Rights in any future

judicial or administrative proceeding, except as provided in Section 4.4(i) to the Big Sandy River-Planet Ranch Agreement.

3. Freeport and AGFC stipulate and agree to the entry of a decree that incorporates the AGFC Water Rights, substantially in the form set forth in Exhibit C, in any future general stream adjudication, whether in state or federal court, of water rights in the Bill Williams River watershed and/or Big Sandy River watershed.

4. Freeport reserves the right to challenge and/or appeal any decree that establishes water right attributes for the AGFC Settlement Water Rights that are more favorable to AGFC than those described in Exhibit C. AGFC reserves the right to challenge and/or appeal any decree that establishes water right attributes for the AGFC Settlement Water Rights that are less favorable to AGFC than those described in Exhibit C.

**B. LCR MSCP Water Rights.**

1. Upon the Enforceability Date of the Big Sandy River-Planet Ranch Agreement, ADWR approved the severance and transfer of certain water rights at Planet Ranch from their prior locations of use within Planet Ranch to new locations and purposes of use within Planet Ranch to support the Lower Colorado River Multi-Species Conservation Program (“**LCR MSCP**”). The water rights severed and transferred within Planet Ranch to support the LCR MSCP are identified in Exhibit 4.1(iv) to the Big Sandy River-Planet Ranch Agreement and in the abstract of water rights attached to this Stipulation as Exhibit D and are collectively referred to in this Stipulation as the “**LCR MSCP Water Rights**.”

2. Pursuant to the Big Sandy River-Planet Ranch Agreement, Freeport has donated portions of Planet Ranch and the LCR MSCP Water Rights to AGFC, subject to a 50-year lease of the donated property and LCR MSCP Water Rights to the United States Bureau of Reclamation (“Reclamation”) for uses in support of the LCR MSCP.

3. Pursuant to Section 4.1(iv) of the Big Sandy River-Planet Ranch Agreement, Freeport has confirmed the LCR MSCP Water Rights. Consistent with that confirmation, Freeport has agreed that it shall not object to, place a call upon, dispute or challenge, in any judicial or administrative proceeding, the Diversion and use of water by AGFC or Reclamation in accordance with the LCR MSCP Water Rights.

4. Freeport and AGFC stipulate and agree to the entry of a decree that incorporates the LCR MSCP Water Rights in substantially the form set forth in Exhibit D, in any future general stream adjudication, whether in state or federal court, of water rights in the Bill Williams River watershed.

5. Freeport reserves the right to challenge and/or appeal any decree that establishes water right attributes for the LCR MSCP Water Rights that are more favorable to AGFC than those described in Exhibit D. AGFC reserves the right to challenge and/or appeal any decree that establishes water right attributes for the LCR MSCP Water Rights that are less favorable to AGFC than those described in Exhibit D.

#### **IV. OTHER PROVISIONS**

1. Pursuant to Section 8.3 of the Big Sandy River-Planet Ranch Agreement, the remedies available to Freeport and AGFC for any asserted breach of this Stipulation are limited to specific performance and injunctive or declaratory relief, enforceable in any general stream adjudication court to which either Freeport or AGFC submits this Stipulation for approval.

2. This Stipulation shall be interpreted and enforced in accordance with the laws of the State of Arizona.

3. This Stipulation is the product of negotiation between Freeport and AGFC. None of the legal issues regarding the basis or attributes of the water rights addressed in this Stipulation have been briefed or tried in any court. Freeport and AGFC agree that this Stipulation and any decree entered pursuant to this Stipulation shall have no precedential effect in any pending or future general stream adjudication or in any other litigation involving Freeport or AGFC. Nothing in this Stipulation shall be construed as establishing any standard to be used for the quantification of any claims to water rights in any judicial or administrative proceeding other than to enforce the terms of this Stipulation between Freeport and AGFC.

4. This Stipulation shall inure to the benefit of and be binding upon the successors and assigns of Freeport and AGFC.

5. In the event of a conflict between this Stipulation and the Big Sandy River-Planet Ranch Agreement, the Big Sandy River-Planet Ranch Agreement shall control.

6. This Stipulation will become enforceable between Freeport and AGFC upon the Enforceability Date of the Big Sandy River-Planet Ranch Agreement.

In witness whereof, the parties have executed this Stipulation as of the dates set forth below.

**FREEMPORT MINERALS CORPORATION**

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

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

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

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

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

Legislative Draft

**THE ARIZONA GAME AND FISH COMMISSION**

By: \_\_\_\_\_  
Secretary of the Arizona Game and Fish Commission and  
Director of the Arizona Game and Fish Department

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

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

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

Legislative Draft

**Exhibit A**

**Freeport Settlement Water Rights**

Legislative Draft



**Exhibit B**

**Notice of Diversion Limitation on Water Rights**

Legislative Draft

**Exhibit C**

**AGFC Water Rights**

Legislative Draft

**Exhibit D**

**LCR MSCP Water Rights**

Legislative Draft