

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is dated _____, 2016, between the Moapa Band of Paiutes, a federally-recognized Indian tribe ("Tribe"), and the Moapa Valley Water District, a political subdivision of the State of Nevada ("MVWD"). The Tribe and MVWD are at times referred to individually as a "Party" and collectively as "Parties."

Recitals

A. The Parties are also parties, together with the United States Fish and Wildlife Service ("USFWS") and other entities, to a Memorandum of Agreement dated April 20, 2006 ("2006 MOA"), which addresses a number of water-related matters, and includes measures to protect in-stream flows in the Warm Springs area to protect the Moapa dace. Among other things, the 2006 MOA provides, at section 5.c, that if average flow levels (as defined in the 2006 MOA) at the Springs decline to 3.0 cubic-feet per second or less, that groundwater pumping within the Coyote Spring Valley groundwater basin may have to be redistributed.

B. Pursuant to the 2006 MOA, MVWD has identified certain potential well-sites within the Warm Springs Valley groundwater basin on federal lands north of the Tribe's reservation which are currently managed by the Bureau of Land Management ("BLM") and which might serve as places to which groundwater pumping might be redistributed or where MVWD may develop ground water resources pursuant to State Law for its customers. These potential well-sites are identified on the map attached as Exhibit A to this MOU.

C. In the last two sessions of Congress, bills have been introduced which, if enacted, would result in the expansion of the Tribe's reservation to encompass some or all of the potential well-sites identified in Exhibit A. The most recent of such bills is S. 1986, which, if enacted, would be titled the Moapa Band of Paiute Indians Land Conveyance Act.

D. The Parties have determined to cooperate so that MVWD is assured that, if the potential well-sites identified in Exhibit A are added to the Tribe's reservation, groundwater pumping may still be redistributed or developed at such well-sites as needed by MVWD, without having to seek additional permission from the Tribe. With such assurances, MVWD will withdraw objections to S. 1986, or similar proposed legislation involving the same land, and instead affirmatively support such legislation by writing to the appropriate legislators to inform them of MVWD's support of the bill.

Terms and Conditions

To accomplish the foregoing, the Parties agree as follows:

1. If at any time the potential well-sites identified in Exhibit A become part of the Tribe's reservation through enactment by Congress of S. 1986 or similar proposed legislation, the Tribe shall fully cooperate with MVWD regarding the potential redistribution or future development of the listed well sites for groundwater pumping in the Warm Springs Valley groundwater basin. The Tribe specifically renews its commitment as a party to the 2006 MOA to support such groundwater redistribution, and the development of MVWD's well sites to meet customer needs, and shall cooperate in the granting or approving of potential easements or rights-of-way to facilitate such pumping, as well as with issues relating to permitting and environmental compliance. In particular, the Parties shall cooperate so that such easements or rights-of-way over the expanded portion of the Tribe's reservation shall have the following features: (a) MVWD shall not only be permitted to drill at the potential well-sites identified in Exhibit A but shall also be permitted to operate, access, repair, maintain, replace, and, if necessary, reasonably expand such sites; (b) MVWD shall

also be permitted to install any necessary water pipelines, electrical lines or other utilities necessary to operate and maintain such wells, connecting such well-sites to off-reservation and on-reservation MVWD infrastructure, and to operate, access, repair, maintain, and, if necessary, reasonably expand such pipelines; (c) once such a potential well-site is developed, and connected via pipeline to off-reservation MVWD infrastructure, the term of any such easement or right-of-way over the expanded portion of the Tribe's reservation shall be perpetual so long as such well-site or pipeline remains in use or benefits MVWD's water distribution system; (d) no right-of-way fee, charge or tax shall be levied by or on behalf of the Tribe with respect to such easement or right-of-way; and (e) MVWD shall give reasonable notice to the Tribe of work MVWD performs in such easement or right-of-way. The Parties agree to work cooperatively in interactions with relevant government agencies to facilitate such redistribution and well site development, including the Bureau of Indian Affairs ("BIA"), the Nevada State Engineer and USFWS.

2. In exchange for the above commitments, MVWD hereby agrees to withdraw its objections to S. 1986 or similar proposed legislation which would expand the Tribe's reservation northward to encompass the potential well-sites identified in Exhibit A, and instead to affirmatively support such legislation, by informing all necessary members of Congress in writing that it is no longer opposed to S. 1986 or similar proposed legislation involving this same area of land. The Parties agree to work cooperatively to communicate such support to Congress, including individual members of Congress and appropriate staff, and relevant governmental agencies.

3. If, following expansion of the Tribe's reservation northward, MVWD wishes to move forward with on-the-ground work to develop potential well-sites, the parties shall work cooperatively: (a) to minimize disturbance to and otherwise protect culturally and environmentally sensitive sites and resources, and endangered species; and (b) to conduct any necessary or appropriate environmental, cultural or archeological surveys. The Parties shall also cooperate so that employment opportunities, if any, regarding work to be performed on the expanded reservation by persons other than employees and professional consultants of MVWD, is made available for members of the Tribe to the fullest reasonably feasible extent.

4. The Parties are committed to continuing and enhancing their cooperative approach to water management in the region, and explicitly affirm their mutual respect for each other's water-related rights and responsibilities. Following expansion of the Tribe's reservation northward, each Party agrees that it shall not seek to curtail or diminish the current water rights of the other Party, which are identified on the lists attached as Exhibits B and C to this MOU. Notwithstanding this mutual commitment, each Party shall retain the right to protest or otherwise object to changes proposed by the other Party regarding its water rights (other than the groundwater redistribution described in section 1 above) for grounds available under state law, or to protest or otherwise object to applications or other efforts by the other Party to obtain new or additional water rights. The Parties also retain all rights they may have under the 2006 MOA and any other agreements to which they are parties. The Parties will retain the above mentioned rights notwithstanding any legal actions brought by either party in state, federal or tribal court. Despite these retained rights, however, the Parties shall use their best efforts to resolve any potential water-related disputes informally and cooperatively.

5. If a dispute arises between the Parties regarding interpretation or enforcement of this MOU which cannot be resolved informally and cooperatively, the Parties consent to binding arbitration as described in this paragraph. Unless otherwise agreed, such arbitration shall be conducted by the largest commercial arbitration firm in Las Vegas, Nevada. The arbitration shall be conducted by a single arbitrator, preferably a former judge with experience regarding water matters. The arbitrator's authority shall be limited to declaratory and injunctive relief, *i.e.*, a ruling interpreting this MOU and an order to comply with it, but not an award of damages. The cost of such arbitration shall be borne equally by the Parties. The arbitration award shall be enforceable by the United States District Court for the District of Nevada, or, if the federal

court declines jurisdiction, by the Eighth Judicial District Court of Clark County, Nevada. Both Parties specifically consent to this form of dispute resolution, and waive any defense, including but not limited to the defense of sovereign immunity, that might otherwise preclude it.

MOAPA BAND OF PAIUTE INDIANS

MOAPA VALLEY WATER DISTRICT

By: _____
Title: _____

By: _____
Title: _____