DISTRICT COURT
SAN JUAN COUNTY NM
FILED
2012 OCT 19 PM 4: 45

ELEVENTH JUDICIAL DISTRICT
COUNTY OF SAN JUAN
STATE OF NEW MEXICO

STATE OF NEW MEXICO ex rel.
State Engineer,
Plaintiff
v.
UNITED STATES OF AMERICA, et al.,
Defendants
v.
THE JICARILLA APACHE TRIBE and the
NAVAJO NATION
Defendant-Interveners.

No. CV 75-184
SAN JUAN RIVER
ADJUDICATION SUIT

Claims of the Navajo Nation
Case No.: AB-07-1

ROBERT E. OXFORD'S OBJECTIONS TO THE SETTLEMENT MOTION OF THE UNITED STATES, NAVAJO NATION, AND STATE OF NEW MEXICO FOR ENTRY OF FINAL DECREES, SETTLEMENT MOTION

SUMMARY

1. Name of party filing present document: Robert E. Oxford
2. Title of the present document: ROBERT E. OXFORD'S OBJECTIONS: TO THE SETTLEMENT MOTION OF THE UNITED STATES, NAVAJO NATION, AND STATE OF NEW MEXICO FOR ENTRY OF PARTIAL FINAL DECREES; AND THE PROPOSED DECREES ASSOCIATED WITH SAID SETTLEMENT MOTION.
3. Descriptive Summary of the relief sought: This document represents Mr. Robert E. Oxford's objection to the Navajo Settlement Agreement and proposed Decrees associated therewith.
4. Number of pages of present document: 4

COMES NOW Robert E. Oxford, *Pro Se*, in accordance with the ORDER (1) GRANTING SETTLING PARTIES' MOTION TO EXTEND CERTAIN DEADLINES AND (2) SETTING SCHEDULE GOVERNING DISCOVERY AND REMAINING PROCEEDINGS entered in the present matter on February 3, 2012 (hereinafter referred to as the "2/3/12 Scheduling Order"), and hereby objects to the SETTLEMENT MOTION OF UNITED STATES, NAVAJO NATION AND STATE OF NEW MEXICO FOR ENTRY OF PARTIAL FINAL DECREES, which was filed in the present matter on January 3, 2011 (hereinafter referred to as the :Settlement Motion"), and more particularly objects to the entry of the Proposed Decrees that were attached to said Settlement Motion as Appendices 1 and 2, as well as the SAN JUAN RIVER BASIN IN NEW MEXICO NAVAJO NATION WATER RIGHTS AGREEMENT, which was executed December 10-17, 2010 (hereinafter referred to as the "Settlement Agreement" or the "Navajo Settlement") by officials

representing the State of New Mexico ("State"), the Navajo Nation ("Navajo"), ant the United States of America ("U.S.") (hereinafter collectively referred to as the: Settling Parties").

As for good cause for said objection, I respectfully state:

I adopt and join in the objections put forth by Gary Horner in his 160 page objection and add the following objections that the Settling Agreement was not negotiated at a good faith, arms-length, negotiated agreement. It is not fair and reasonable and is not consistent with public policy and applicable law. On page 98 of Mr. Gary Horner's objection he describes and elaborates on a City of Bloomfield Application for a permit to transfer about 48 acre-feet of Pine River water rights to Bloomfield's Point of diversion, Place and Purpose of use with the State Engineer, twenty four (24) acre-feet of those water rights was owned by me before they were signed over to Bloomfield on the condition they could successfully be transferred to Bloomfield's use. These water rights were adjudicated in the Echo Decree, Court Cause 01690 from the U.S. Indian Canal, Hersch Lateral, and were used until 1965 when that ditch was discontinued without the existing landowner's control. The diversion point was in Colorado just below Ignacio. The protest, as quoted in Mr. Horner's objection, claims this now (after 1965) unused water should be part of their water in the future settlement. The State of New Mexico in the protest hearing process clearly sided with the Navajo Attorney, Mr. Pollack, to defeat the transfer of the water right and because I did not have an agreement to follow through District court on appeal the water right was returned to me and is now essentially dormant. The joint effort by the State of New Mexico to the Navajo Nations protest clearly demonstrates that there was no arms-length negotiation from the start, (see Horner Objection page 98-102).

These were water rights of mine (24 A-F) have been harmed detrimentally as a result of the State of New Mexico's actions to the Navajo protest language that this and all unused water presently cannot be marketed to a new user that can put them to beneficial use. As Mr. Horner pointed out this occurred in 2001 – 2002 just prior to an agreement now before the court. Probably 95% of all marketed water rights to other users, such as cities and rural domestic water user suppliers, are not being used by the sellers such as myself. These are the property rights that the State of New Mexico State Engineer should respect and if forfeiture or abandonment has not been addressed before a transfer application has been filed then the State should not be conspiring, such as what happened with my rights to satisfy claims made by the Navajo's that these unused water rights are rightfully theirs.

The Navajo water settlement is not fair and reasonable because non-Indian water right users began using their water in the San Juan Basin beginning in 1876 and the Echo Ditch Decree confirmed in District Court that 90% of all irrigation ditches have a priority date pre-1910 when the Navajo ditches began using water. Putting all Navajo water rights with a priority date of their treaty of 1868 is very detrimental to 90% of the non-Indian water users that have beneficially used the water and now will be made 2nd class water users when the Navajo Water Settlement grants much more 1868 water than is normally needed to sustain the reservation. Federal Reserve water rights supersede all other water rights in this basin and should be kept to a minimum which the State did not do and will harm all other non-Indian water users unnecessarily. The fair and reasonable standard should have been the basis for the State negotiators of the Navajo Water Settlement but was not. The State Lawyers are suppose to protect the public's interest not surrendering massive amounts of water to the Navajo's which cannot be taken back if not used beneficially as our State demands. The Navajo Indian Irrigation Project cannot claim Winters Doctrine Rights with an 1868 Priority as evidence by sworn testimony given by Tribal Chairman of the Navajo Nation in 1961 (see Exhibit #1).

Abandoning State water law in favor of Federal control of water releases from Navajo Lake to the detriment of other non-Indian users. (See state ex Rel. Reynolds v. Luna Irrigation Co. 80 N.M. 515,458 R.2d 598 (1969) (See City of Rato v. Verjemo Conversancy District (101 N.M. 95, 678 p 2d. 1170 (1984). Luna and State Engineer v. Luna Irrigation Supreme Court Cases. The terms and conditions of the Navajo Water Settlement in Sections 8 and 9 are adverse to State water law and therefore the Navajo Water Settlement does not comply with applicable law. The San Juan Water commission v. State engineer case D-116-CV-2008-1699 also precludes that the Navajo Water Settlement cannot be enforced to grant the Navajo Nation one-half of the water left in the State Engineer Permit 2883 of 20,000 A-F. The District Court concluded that the SJWC was entitled to file to appropriate all of the 20,000 A-F which means the Navajo Settlement Agreement, section 8.1.1 – 8.1.4 is not applicable to current law. As the court allowed and amended this water to be appropriated by the San Juan Water Commission only.

ɩN-CHAMA RECLAMATION PROJECT
VAJO INDIAN IRRIGATION PROJECT

HEARINGS

BEFORE THE

SUBCOMMITTEE ON
RIGATION AND RECLAMATION

OF THE

COMMITTEE ON
RIOR AND INSULAR AFFAIRS
USE OF REPRESENTATIVES

EIGHTY-SEVENTH CONGRESS

FIRST SESSION

ON

I.R. 2552, H.R. 6541, and S. 107

AUTHORIZE THE SECRETARY OF THE INTERIOR
TRUCT, OPERATE, AND MAINTAIN THE NAVAJO
RRIGATION PROJECT AND THE INITIAL STAGE
SAN JUAN-CHAMA PROJECT AS PARTICIPATING
S OF THE COLORADO RIVER STORAGE PROJECT,
AND FOR OTHER PURPOSES

APRIL 24, 25, 26, AND JUNE 1, 1961

SERIAL NO. 3

---

the use of the Committee on Interior and Insular Affairs

U.S. GOVERNMENT PRINTING OFFICE
WASHINGTON : 1961

EXH. 1