

DISTRICT COURT
SAN JUAN COUNTY NM
FILED

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**STATE OF NEW MEXICO
COUNTY OF SAN JUAN
ELEVENTH JUDICIAL DISTRICT COURT**

**STATE OF NEW MEXICO, *ex rel.*
STATE ENGINEER,**

Plaintiff,

v.

**THE UNITED STATES OF AMERICA,
et al.,**

Defendants.

CV-75-184

**HON. JAMES J. WECHSLER
Presiding Judge**

**SAN JUAN RIVER
ADJUDICATION**

**Claims of Navajo Nation
Case No. AB-07-1**

NAME OF PARTY: ConocoPhillips, its subsidiaries and affiliates, ConocoPhillips Company, Burlington Resources Oil and Gas Company LP ("ConocoPhillips"), and El Paso Natural Gas Company.

DESCRIPTIVE SUMMARY: ConocoPhillips and El Paso Natural Gas Company's Notice of Rule 30(B)(6) Deposition to the United States of America.

NUMBER OF PAGES: 4

DATE OF FILING: February 7, 2013.

AMENDED NOTICE OF RULE 30(B)(6) DEPOSITION

TO: United States Department of Justice
c/o Andrew J. "Guss" Guarino
Environment and Natural Resources
Division
999 18th Street, South Terrace, Suite 370
Denver, CO 80202

Pursuant to Rule 1-030(B)(6) NMRA, ConocoPhillips, its subsidiaries and affiliates, ConocoPhillips Company, Burlington Resources Oil and Gas Company LP ("ConocoPhillips"), and El Paso Natural Gas Company ("EPNG"), request that the United States of America designate for examination a person or persons to testify under oath on each of the topics set forth in Exhibit A and to produce such person or persons on February 19, 2013. Said deposition will

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be held at the offices of the U.S. Bureau of Indian Affairs, 1011 Indian School Road NW, Room No. 284, Albuquerque, beginning at 11:00 a.m. and shall continue, day to day, until complete. Said deposition will be recorded by stenographic means before a certified court reporter.

Pursuant to Rule 1-032 NMRA of the New Mexico Rules of Civil Procedure, notice is further given that ConocoPhillips and EPNG may use this deposition at trial for any and all purposes permitted by the New Mexico Rules of Civil Procedure and the New Mexico Rules of Evidence.

Respectfully Submitted,

HOLLAND & HART LLP

By: 

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**ATTORNEYS FOR CONOCOPhillips AND
EL PASO NATURAL GAS COMPANY**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 7th day of February 2013, a copy of the foregoing was served on all parties by emailing to wnavajointerse@nmcourts.gov and by separate email transmission to aoccaj@nmcourts.gov, and the list of parties identified on the Court's Corrected Order Summarizing Discovery Activities Discussed at the November 6, 2012 Discovery Conference, filed on November 19, 2012.


Adam G. Rankin

EXHIBIT A

1. That the San Juan River Basin in New Mexico Navajo Nation Water Rights Settlement Agreement ("Settlement Agreement"), dated April 19, 2005, is the product of good faith, arms-length negotiations;

2. That the provisions contained in the Settlement Agreement and the Proposed Decrees will reduce or eliminate impacts on junior water rights, including:

- a. any and all mitigation actions included in the Settlement Agreement and the Proposed Decrees, and the extent to which such provisions will reduce or eliminate impacts on junior water rights;

3. That the priority and quantity of the water rights of the Navajo Nation are less than provided in the Settlement Agreement. In this regard, the following shall be subjects of interrogation:

- a. All lands for which water rights have been claimed;
- b. Domestic, Commercial, Municipal, and Industrial water right claims;
- c. Past, present, and future heavy industrial water right claims, including claims related to energy development and mineral extraction, and agricultural industries;
- d. Past, present, and future livestock water right claims;
- e. Past and present irrigation on Navajo trust lands;
- f. Future irrigation water right claims associated with the Navajo Indian Irrigation Project;
- g. Future irrigation water right claims not associated with the Navajo Indian Irrigation Project;

- h. Present and historic water right claims for water impoundments and storage on Navajo trust lands;
 - i. Present and historic water rights claims for wells and springs on Navajo trust lands; and
 - j. Any other water rights claims of the Navajo Nation;
4. That the Settlement Agreement is consistent with public policy.
 5. That the Settlement Agreement is consistent with applicable law.