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30186-13
92187-09-341 Navajo

WHEREAS, J. L. Hubbell, of Ganado, Apache County, Arizona, is the owner of the following described land, to wit;

S½ of SW¼, Sec. 27, NE¼ of NE¼ Sec. 33, and NW¼ of NW¼ of Sec. 34, in T. 27 N., R. 26 E., Gila and Salt River B. and M., in said county and State, and the said Hubbell has heretofore built a canal or water ditch having its headgate on the south bank of the Rio Pueblo, Colorado, at a point approximately 2½ miles distant in a northerly and easterly direction from said land and running thence in a general southerly and westerly direction about 2½ miles, for the purposes of irrigating said land, and has irrigated said land for several seasons and has acquired for said irrigation water rights under the laws of Arizona, and

WHEREAS, the lands adjoining the lands [illegible]

CV-6417-201

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92187-09-341 Navajo

WHEREAS, J. L. Hubbell, of Ganado, Apache County, Arizona, is the owner of the following described land, to wit:

S½ of SW¼, Sec. 27, NE¼ of NE¼ Sec. 33, and NW¼ of NW¼ of Sec. 34, in T. 27 N., R. 26 E., Gila and Salt River B. and M., in said county and State, and the said Hubbell has heretofore built a canal or water ditch having its headgate on the south bank of the Rio Pueblo, Colorado, at a point approximately 1½ miles distant in a northerly and easterly direction from said land and running thence in a general southerly and westerly direction about 2½ miles, for the purposes of irrigating said land, and has irrigated said land for several seasons and has acquired for said irrigation water rights under the laws of Arizona, and

WHEREAS, the lands adjoining the lands of the said Hubbell is a portion of the Navajo Indian reservation set aside for the use of the Navajo Indians by executive order dated January 6, 1880, and that certain of the lands of the valley of the Rio Pueblo Colorado are susceptible of irrigation when irrigated, and may be irrigated from the said Rio Pueblo Colorado at such times as there is sufficient water flowing in the stream, and there is a certain reservoir site in which it is possible to store the surplus and flood waters of the said stream, and the land can best be

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served by carrying the water for a portion of the distance in the ditch owned by the said Hubbell, and

WHEREAS, The United States Of America proposes to build such reservoir and convey the water to lands on the Navajo Indian Reservation, now, therefore,

THIS AGREEMENT, made and entered into this sixth day of February, 1913, by the United States of America, acting in this behalf by the First Assistant Secretary of the Interior, party of the first part, and the said J. L. Hubbell, party of the second part,

WITNESSETH, that for and in consideration of the stipulations of the party of the first part hereinafter contained, the party of the second part has remised, released and quit-claimed, and by these presents does hereby remise, release, and quit-claim forever, unto the party of the first part, all that particular canal or water ditch hereinbefore described, and all other ditches, flumes, and other appurtenances heretofore used in the delivery of water to his said above described land, together with all easements or rights of way for the same, and all his right to the use of water from said Rio Pueblo Colorado for irrigation of said lands.

The party of the second part agrees to perform a proportionate share of the labor, and to pay a proportionate share of the cost of materials and supplies incident to or necessary for the proper operation and maintenance of the Canado irrigation system of the party of the first part, or, in lieu thereof at the option of the party of the first part, to pay such proportionate charge as may be fixed for the annual maintenance and operation of said system.

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In consideration of faithful performance of the preceding stipulations of the party of the second part and of the conveyance of the property hereinbefore mentioned, the party of the first part agrees that the party of the second part shall have the right to sufficient water from said system for the proper irrigation of his above described land, not to exceed two and one-half acre feet of water for each acre of land, and not to exceed four hundred acre feet of water in each year, or so much thereof as shall constitute the proportionate share per acre from the water supply actually available for the lands under the project.

It is mutually understood and agreed that, in the performance of labor or the use of material and supplies, or the fixing of the annual charge for maintenance and operation of the system, the users of water therefrom shall contribute as the area of the land of each irrigated is to the total area served thereby.

IN WITNESS WHEREOF, the party of the second part has hereunto set his hand and seal this sixth day of February, 1913, and the party of the first part has caused this agreement to be executed by its duly authorized representatives this 31st day of March, 1913.

(Sgd) J. L. Habbell

(Sgd) Lewis C. Laylin

First Assistant Secretary of the Interior.

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