



Benefits to the Town of Taos Outlined in the Abeyta Settlement Agreement

- Resolution of water rights claims without ongoing protracted and expensive litigation in the Abeyta Adjudication, including those based on asserted aboriginal and other pre-Guadalupe Hidalgo claims.
- Right to a new groundwater appropriation for up to 800 acre-feet for future water supply. Art. 6.5.1.2.1.1 Water rights owning parties¹ (Parties) agree not to protest appropriation. Art. 6.5.1.2 Town agrees to offset surface water depletion effects from pumping. Art. 7.3.1.5.2
- Up to \$18M for new wells for the Town and mitigation well for offsets. Art. 10.1.1 & 10.1.5.1.3
 - \$16.9M in federal and state funds to permit, design, drill, equip, and connect four new future water supply wells (three deep wells closer to the Rio Grande and one shallower well closer to Kit Carson park), as well as connecting the Camino del Medio deep well (already drilled) Art. 10.1.1
 - 1.3M to drill and equip one of five mitigation wells (Rio Fernando de Taos well) Art. 10.1.5.1.3
- A new contract with the Bureau of Reclamation for 366 additional acre-feet of San Juan-Chama water. Art. 6.2.11

¹ “Water Rights Owning Parties” means the Pueblo, the United States, the Town, EPWSD, TVAA and the fifty-four (54) individual Acequias, and the twelve (12) MDWCAs. [Art. 2.4.2]

- A share of the OM&R sinking fund to pay for OM&R at the Rio Fernando de Taos mitigation well to be owned by the Town of Taos, although funding may not be adequate. Art. 10.2.2
- Option to drill a new airport well with no protests, although funding is not provided in the Settlement Agreement to pay for this well. Art. 6.2.6
- Assurance of continued production from existing in-town well field (except Howell and Mitchell wells). Art. 6.2.2
- Withdrawal of the other Parties' protests to Town of Taos pending water rights transfers. Art. 6.2.3
- Use of mitigation wells and Buffalo Pasture Recharge Project to offset increased future water use at the in-town well field and the future well field. Art. 7.3.2.2 & Art. 7.3.3.1.1
- Assurance of receiving first notice from Pueblo of water rights it is marketing. Art. 6.2.9
- Pledged cooperation of Parties in the event of project failure or need for modification. Art. 13.3
- Cooperative data sharing and water level monitoring among the Parties into the future. Art. 11.4
- Federal and state waivers of sovereign immunity for suits seeking enforcement or interpretation of Settlement Agreement. Art. 13.14.3.1
- Determination of surface water depletion offset requirements using a hydrological model developed by the Office of State Engineer and agreed to by hydrologists for all Parties (subject to modification in the future) that will shift to the Rio Grande certain tributary depletion effects on the Buffalo Pasture, thereby allowing the Town to offset impacts with San Juan-Chama contract water rights. [Art. 7.2 and Art. 7.3.2.2]