

1 Exhibit 6: State of Oklahoma, Choctaw Nation of Oklahoma, Chickasaw Nation, City of Oklahoma
2 City Water Settlement
3

4 **WAIVERS AND RELEASES OF CLAIMS**
5 **BY THE CHOCTAW NATION OF OKLAHOMA AND THE UNITED STATES**
6

7 Subject to the retention of rights set forth in the Settlement Agreement, **Section 2.5** except in their
8 capacity as Allottees, and the Settlement Act and except to the extent that rights are recognized in the
9 Settlement Agreement or Settlement Act, including recognition of the Choctaw Nation of Oklahoma's
10 water rights, the Choctaw Nation of Oklahoma, in its own right and on behalf of its members (except in
11 their capacity as Allottees), and the United States acting in its capacity as trustee for the Choctaw Nation
12 of Oklahoma and its members (except in their capacity as Allottees), waive and release:
13

14 (1) all of the following claims the Choctaw Nation of Oklahoma asserted or could have asserted
15 in any proceeding filed or which could have been filed up to or upon the Enforceability Date, including
16 *Chickasaw Nation, Choctaw Nation v. Fallin et al.*, CIV 11-927 (W.D. Ok.), *OWRB v. United States, et*
17 *al.* CIV 12-275 (W.D. Ok.), or any general stream adjudication:
18

19 (a) claims to the ownership of water in the State of Oklahoma;
20

21 (b) claims to water rights and rights to use water diverted or taken from a location within
22 the State of Oklahoma;
23

24 (c) claims to authority over the allocation and management of water and administration of
25 water rights, including authority over third-party ownership of or rights to use water diverted or taken
26 from a location within the State of Oklahoma and ownership or use of water on Allotments by Allottees
27 or anyone else using water on an Allotment with the Allottee's permission;
28

29 (d) claims that the State lacks authority over the allocation and management of water and
30 administration of water rights, including authority over the ownership of or rights to use water diverted or
31 taken from a location within the State of Oklahoma;
32

33 (e) any other claim relating to the ownership of water, regulation of water, or authorized
34 diversion, storage, or use of water diverted or taken from a location within the State of Oklahoma, which
35 claim is based on the Choctaw Nation of Oklahoma's particular status as a federally recognized American
36 Indian tribe possessed of powers of sovereignty and self-government as defined by federal law and
37 pursuant to those treaties to which it is a signatory;
38

39 (f) claims or defenses asserted and which could have been asserted in *Chickasaw Nation,*
40 *Choctaw Nation v. Fallin et al.*, CIV 11-927 (W.D. Ok.), *OWRB v. United States, et al.* CIV 12-275
41 (W.D. Ok.), or any general stream adjudication;
42

43 (2) all claims for damages, losses or injuries to water rights or water, or claims of interference
44 with, diversion, storage, taking, or use of water (including claims for injury to land resulting from such
45 damages, losses, injuries, interference with, diversion, storage, taking, or use of water) attributable to any
46 action by the State of Oklahoma, the Oklahoma Water Resources Board, or any water user authorized
47 pursuant to state law to take or use water in the State of Oklahoma, including but not limited to the City
48 of Oklahoma City, that accrued at any time up to and including the Enforceability Date;
49

1 **FOR THE CHOCTAW NATION OF OKLAHOMA**

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5 By: _DRAFT_____ Date: _____

6 Gary Batton, Chief

7 Choctaw Nation of Oklahoma

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2 **WAIVERS AND RELEASES OF CLAIMS**
3 **BY THE CHOCTAW NATION OF OKLAHOMA AGAINST THE UNITED STATES**

4 Subject to the retention of rights set forth in the Settlement Agreement, **Section 2.5**, and the
5 Settlement Act and except to the extent that rights are recognized in the Settlement Agreement or
6 Settlement Act, including recognition of the Choctaw Nation of Oklahoma's water rights, the Choctaw
7 Nation of Oklahoma, in its own right and on behalf of its members (except in their capacity as Allottees),
8 and the United States acting in its capacity as trustee for the Choctaw Nation of Oklahoma and its
9 members (except in their capacity as Allottees), waive and release:

10
11 (1) all of the following claims the United States acting in its capacity as trustee for the Choctaw
12 Nation of Oklahoma asserted or could have asserted in any proceeding filed or which could have been
13 filed up to or upon the Enforceability Date, including *Chickasaw Nation, Choctaw Nation v. Fallin et al.*,
14 CIV 11-927 (W.D. Ok.), *OWRB v. United States, et al.* CIV 12-275 (W.D. Ok.), or any general stream
15 adjudication:

16
17 (a) claims to the ownership of water in the State of Oklahoma;

18
19 (b) claims to water rights and rights to use water diverted or taken from a location within
20 the State of Oklahoma;

21
22 (c) claims to authority over the allocation and management of water and administration of
23 water rights, including authority over third-party ownership of or rights to use water diverted or taken
24 from a location within the State of Oklahoma and ownership or use of water on Allotments by Allottees
25 or anyone else using water on an Allotment with the Allottee's permission;

26
27 (d) claims that the State lacks authority over the allocation and management of water and
28 administration of water rights, including authority over the ownership of or rights to use water diverted or
29 taken from a location within the State of Oklahoma;

30
31 (e) any other claim relating to the ownership, regulation, or authorized diversion, storage, or
32 use of water diverted or taken from a location within the State of Oklahoma, which claim is based on the
33 Choctaw Nation of Oklahoma's particular status as a federally recognized American Indian tribe
34 possessed of powers of sovereignty and self-government as defined by federal law and pursuant to those
35 treaties to which it is a signatory;

36
37 (f) claims or defenses asserted and which could have been asserted in *Chickasaw Nation,*
38 *Choctaw Nation v. Fallin et al.*, CIV 11-927 (W.D. Ok.), *OWRB v. United States, et al.* CIV 12-275
39 (W.D. Ok.), or any general stream adjudication;

40
41 (2) all claims for damages, losses or injuries to water rights or water, or claims of interference
42 with, diversion, storage, taking, or use of water (including claims for injury to land resulting from such
43 damages, losses, injuries, interference with, diversion, storage, taking, or use of water) attributable to any
44 action by the State of Oklahoma, the Oklahoma Water Resources Board, or any water user authorized
45 pursuant to state law to take or use water in the State of Oklahoma, including but not limited to the City
46 of Oklahoma City, that accrued at any time up to and including the Enforceability Date;

47
48 (3) all claims and objections relating to the City of Oklahoma City's Permit Application No.
49 2007-017, as amended pursuant to the Settlement Agreement and the Settlement Act, and the City Permit,
50 including but not limited to:

1 (a) all claims regarding regulatory control over or Oklahoma Water Resources Board
2 jurisdiction relating to such permit application and permit; and
3

4 (b) all claims for damages, losses or injuries to water rights or rights to use water, or claims
5 of interference with, diversion, storage, taking, or use of water (including claims for injury to land
6 resulting from such damages, losses, injuries, interference with, diversion, storage, taking, or use of
7 water) attributable to the issuance and lawful exercise of the City Permit;
8

9 (4) all claims to regulatory control over the City of Oklahoma City's Permit Numbers P80-48
10 and 54-613 for water rights from the Muddy Boggy River for Atoka Reservoir and P73-282D for water
11 rights from the Muddy Boggy River, including McGee Creek, for McGee Creek Reservoir;
12

13 (5) all claims that the State lacks regulatory authority over or Oklahoma Water Resources Board
14 jurisdiction relating to the City of Oklahoma City's Permit Numbers P80-48 and 54-613 for water rights
15 from the Muddy Boggy River for Atoka Reservoir and P73-282D for water rights from the Muddy Boggy
16 River, including McGee Creek, for McGee Creek Reservoir;
17

18 (6) all claims to damages, losses or injuries to water rights or water, or claims of interference
19 with, diversion, storage, taking, or use of water (including claims for injury to land resulting from such
20 damages, losses, injuries, interference with, diversion, storage, taking, or use of water) attributable to the
21 City of Oklahoma City's lawful exercise of Permit Numbers P80-48 and 54-613 for water rights from the
22 Muddy Boggy River for Atoka Reservoir and P73-282D for water rights from the Muddy Boggy River,
23 including McGee Creek, for McGee Creek Reservoir, that accrued at any time up to and including the
24 Enforceability Date;
25

26 (7) all claims and objections relating to the approval by the United States Army Corps of
27 Engineers of the assignment of the Storage Contract of 1974 pursuant to the Amended Storage Contract
28 Transfer Agreement;
29

30 (8) all claims relating to the United States' litigation, prior to the Enforceability Date, of the
31 Nations' water rights in the State of Oklahoma; and
32

33 (9) all claims relating to the negotiation, execution, or adoption of the Settlement Agreement
34 (including exhibits) or the Settlement Act.
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36 **FOR THE CHOCTAW NATION OF OKLAHOMA**
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40 By: DRAFT Date: _____
41 Gary Batton, Chief
42 Choctaw Nation of Oklahoma