

UNITED STATES OF AMERICA, for Itself )  
and as Trustee for the Zuni Indian Tribe, Navajo )  
Nation and Ramah Band of Navajos and )  
STATE OF NEW MEXICO, ex rel. STATE )  
ENGINEER, )

Plaintiffs, )

and )

ZUNI INDIAN TRIBE, NAVAJO NATION, )  
Plaintiffs in Intervention, )

v. )

A & R PRODUCTIONS, et al., )  
Defendants. )

FILED  
06 MAR -2- AM 9:42

CLERK-ALBUQUERQUE

No. 01cv00072-BB

ZUNI RIVER BASIN  
ADJUDICATION

06 FEB 27 AM 11:00  
OFFICE OF THE CLERK  
DISTRICT COURT  
ALBUQUERQUE, NM

**WAIVER OF SERVICE OF SUMMONS**

TO: Bradley S. Bridgewater, Trial Attorney, U.S. Department of Justice

I, WILSON LINK, acknowledge receipt of your request that I waive service of summons in the action of the United States, State of New Mexico, ex rel. State Engineer v. A & R Productions, et al., Civil Action No. 01cv00072 BB/WWD-ACE, in the Federal District Court for the District of New Mexico.

I also acknowledge that I have received a copy of the United States' Amended Complaint, two copies of this instrument (Waiver of Service of Summons), and a means by which I can return one copy of the signed waiver to the United States without cost to me.

I agree to avoid the cost of service of a summons and an additional copy of the United States' Amended Complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process, in the manner provided by Rule 4 of the Federal Rules of Civil Procedure, as indicated in the Notice of Lawsuit and Request for Waiver of Summons that accompanied this form, and in the Duty to Avoid Unnecessary Costs of Service of Summons, attached to this form.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court, except for objections based on a defect in the summons or in the service of the summons.

I understand that I retain the right to file an Answer or motion under Rule 12 of the Federal Rules of Civil Procedure objecting to the sufficiency of the United States' Amended Complaint on or before April 10, 2006. I understand that a judgment may be entered against me (or the entity on whose behalf I am acting) if I do not file and serve on you an answer or motion under Rule 12 on or before April 10, 2006.

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Signature: Edward L. Link Date: 2-24-06

print or type name: Edward L. Link

If you are signing on behalf of the named party, please indicate the source of your authority here:

Special Power of Attorney (included)  
and print or type the full name and address of the party on whose behalf you are acting here:

Wilson Link  
9417 Purcell Dr N.E.  
Albuquerque, N. Mexico 87111

Upon agreeing to and completing this form, return one signed original in the pre-addressed, postage-paid envelope provided (addressed to Bradley S. Bridgewater, U.S. Department of Justice, 999 Eighteenth St., Suite 945N, Denver, CO, 80202).

**Keep one copy of this form for your records.**

**Duty to Avoid Unnecessary Costs of Service of Summons**

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of a summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the party believes that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant.

**SPECIAL POWER OF ATTORNEY**

I, Wilson Link, residing at 5417 Purcell Dr. Ne, Albuquerque, New Mexico 87111, hereby appoint Edward L. Link of 7319 Lew Wallace Dr. NE, Albuquerque, New Mexico 87109, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

If the Agent is unable to serve for any reason, I appoint Robert G. Link, of 106 Flowing Spring Tr., Spicewood, Texas 34811, as my alternate or successor Agent, as the case may be to serve with the same powers and discretions.

My agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:

- 1. Institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way.
- 2. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:
  - a. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

I hereby grant to my Agent the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if personally present and acting.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, but only if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated Feb 23, 2006, at Albuquerque, New Mexico.

Wilson Link  
Wilson Link

Witness Signature: Raquel R. Infante  
Name: RAQUEL R. INFANTE  
City: Albuquerque  
State: NM.