

## **APPENDIX D: Gila Adjudication Filings**

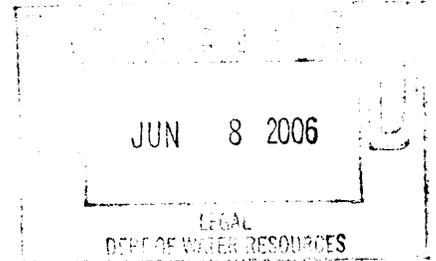
315 W. Casa Blanca Road  
P.O. Box 97  
Sacaton, Arizona 85247.

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John T. Hestand (SBA #005087)  
P.O. Box 5090  
CHANDLER, ARIZONA 85266

and

Jennifer Giff (SBA # 018366)  
315 W. Casa Blanca Road  
P.O. Box 97  
Sacaton, Arizona 85247



Attorneys for the Gila River Indian Community

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF MARICOPA**

IN RE THE GENERAL ADJUDICATION  
OF ALL RIGHTS TO USE WATER IN  
THE GILA RIVER SYSTEM AND  
SOURCE.

**No. W-1 (Salt)  
No. W-2 (Verde)  
No. W-3 (Upper Gila)  
No. W-4 (San Pedro)**

**CONTESTED CASE NO.W1-207**

**APPLICATION FOR AN ORDER  
FOR SPECIAL PROCEEDINGS  
TO APPROVE AN INDIAN  
WATER RIGHTS SETTLEMENT  
STIPULATION**

**DESCRIPTIVE SUMMARY:** In accordance with the Special Procedural Order issued by the Supreme Court of Arizona on May 16, 1991 ("Special Procedural Order"), this is an application for an order for special proceedings to approve a Stipulation dated May 23, 2006 to which the undersigned are parties and the proposed Final Judgment and Decree attached as Exhibit 3 to the Stipulation ("Proposed Judgment"), that settle the federally reserved and other water rights of the Gila

315 W. Casa Blanca Road  
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1 River Indian Community (“Community”), its Members and Allottees and of the United States acting  
2 on behalf of the Community, Members and Allottees.

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2           **STATEMENT OF CLAIMANT NUMBERS:**     SRP: 39-07-1040, 1041, 1998, 1206,  
3 1207; 39-05-50053, -50054, -50055; 39-68-35213 and -35212. 39-07-11951 (GR Dam well ), -11952  
4 (PERA Saguaro Lake well), -11953 (Agua Fria), -11954 (Kyrene), and -11955 (Santan), 39-L8-35216  
5 (Santan), -35217 (Kyrene), and -35218 (Agua Fria), RWCD: 39-31367, -31380, -31382, -48943, -  
6 31370, -31381, -48492. USA for the Community: Filings state "United States" on behalf of the Gila  
7 River Pima-Maricopa Indian Community and allotted lands within the Gila River Indian Reservation  
8 ("Reservation") 39-35092. Community: on behalf of the Community, Members and Allottees 39-11-  
9 5478, 39-05-41142, 39-07-12652, 39-U8-60083, 39-L8-36340, and 39-L8-37360. Gilbert: 39-L8-  
10 35405. Tempe: 39-L8-37600, -37601, -37602, -37603, -37604, -37605, -37606, -37607, -37608 and  
11 39-07-07929. Mesa: 39-L8-37263, 37640, 39-07-7828. Buckeye Irrigation Company and Buckeye  
12 Water Conservation and Drainage District: 39-00982, 39-33885, 39-36641, 39-36747, and 39-894 .  
13 San Carlos Irrigation and Drainage District: U8-63606, L8-34858 and 11-06521. Chandler: 39-L8-  
14 37521, 39-07-07930. Glendale: 39-L8-37614 through -37622, 0707925. Mesa: 39-L8-37623 through  
15 -37640; 39-07-7828. Scottsdale: 39-L8-37520. Phelps Dodge: 39-61043, 39-62301, 39-62726  
16 through 39-62755, 39-62756 through 39-62768, 39-62934 through 39-62965, 39-62967 through 39-  
17 62970, 39-62972, 39-63164 through 39-63167, 39-63641, 39-64331 through 39-64336, 39-64338, 39-  
18 64362, 39-64797, 39-68952, 39-68635, 39-69098 through 39-69102, 39-28907, and various other  
19 Statements of Claimant. Roosevelt Irrigation District: 39L828440 & 39L828441 (Lower Gila),  
20 390703110 (Upper Salt). Arizona Water Co.: 39-634, 39-635, 39-1250 through 39-1256, 39-1924,  
21 39-4580 through 39-4590, 39-11924 through 39-11927, 39-13977 through 39-13978, 39-31385  
22 through 39-31401, 39-34609 through 39-34610, 39-34618 through 39-34619, 39-38910, 39-38947,  
23 39-42030, 39-46778 through 39-46785, 39-49731, 39-54374, 39-62059, 39-75852 and 39-79218.  
24 Casa Grande: 39-25267, 39-25268, 39-25269, 39-36195, 39-36196, 39-36197, 39-36198. Coolidge:  
25 39-25052 and 39-25053. Goodyear: 39-37573, 39-38145, 39-31858, and all other Goodyear water  
26 rights filed under 39-35742 and 39-30919. Peoria: 39-11390, 39-11391, 39-29175, 39-37574 through  
27 39-37578. Phoenix: 39-07-7927; 39-05-50153 through 39-05-50155, and 39-L8-37666 through 39-  
L8-37691. Safford: 39-63161 through 39-63163 and 39-69147 through 39-69148. Florence: 39-  
30825. Mammoth: 39-14750 through 39-14755. Kearny: 39-61577 and 39-68266.. MSIDD: 39-L8-  
35197, 39-L8-27459 and 39-L8-26285. CAIDD: 39-(L8)-130118. Franklin Irrigation District:  
3963174-63186. Gila Valley Irrigation District: 39-U862840-62850. CAWCD: 39-L8-30989  
through 39-L8-30992. AZ Game & Fish Comm.: 39-04869 through 39-04875, 39-6661, 39-66995,  
39-66997 through 39-66999, 39-670001, 39-67009 through 39-67012, and 39-68384. Hohokam  
Irrigation and Drainage District: 39-35396.

22           **DATE OF FILING OF DOCUMENT:**     May 23, 2006

23           **NUMBER OF PAGES OF DOCUMENT:** 6 (excluding attachments)

24  
25           1.       The applicants are the United States of America on behalf of the Gila River Indian  
26 Community, its Members and Allottees; the Gila River Indian Community on behalf of itself and its  
27 Members; the Salt River Project Agricultural Improvement and Power District; the Salt River Valley

1 Water Users' Association; the Roosevelt Irrigation District; the Roosevelt Water Conservation  
2 District; Arizona Water Company; the Arizona cities of Casa Grande, Chandler, Coolidge, Glendale,  
3 Goodyear, Mesa, Peoria, Phoenix, Safford, Scottsdale, and Tempe; the Arizona towns of Florence,  
4 Mammoth, Kearny, Duncan and Gilbert; the Maricopa-Stanfield Irrigation & Drainage District; the  
5 Central Arizona Irrigation and Drainage District; Franklin Irrigation District; Gila Valley Irrigation  
6 District, the San Carlos Irrigation and Drainage District; the Hohokam Irrigation and Drainage  
7 District; the Buckeye Irrigation Company; the Buckeye Water Conservation and Drainage District;  
8 Central Arizona Water Conservation District; Phelps Dodge Corporation; and the Arizona Game and  
9 Fish Commission.

10         2. In accordance with the Special Procedural Order, the applicants seek proceedings to  
11 obtain a final judgment ("Proposed Judgment") approving a Stipulation dated May 23, 2006, which  
12 Stipulation and Proposed Judgment set forth the principal terms of the Amended and Restated Gila  
13 River Indian Community Water Rights Settlement Agreement dated October 21, 2005 ("Settlement  
14 Agreement"). The applicants are parties to the Stipulation and to the Settlement Agreement. The  
15 Stipulation and Settlement Agreement were entered into in good faith. The Stipulation is attached as  
16 Exhibit A to this Application. The Settlement Agreement and Proposed Judgment are attached as  
17 Exhibits 1 and 3 to the Stipulation. Also attached is Amendment No. 1 to the Settlement Agreement,  
18 which has been executed by certain of the applicants. Execution by the remaining applicants is  
19 pending.

20         3. Copies of the Agreement, Stipulation and Proposed Judgment will be mailed to and  
21 available for inspection in the offices of the Clerks of Superior Court in every Arizona County and of  
22 the Arizona Department of Water Resources promptly upon issuance of the Order for Special  
23 Proceedings.

24         4. The water rights that are quantified in the Agreement and described in the Stipulation  
25 and Proposed Judgment are Indian water rights which are the subject of statement of claimant  
26 numbers 39-35092 by the United States on behalf of the Gila River Pima-Maricopa Indian  
27 Community and allotted lands within the Reservation, and claimant numbers 39-11-5478, 39-05-

1 41142, 39-07-12652, 39-U8-60083, 39-L8-36340, and 39-L8-37360 by the Gila River Indian  
2 Community on behalf of itself, Members and Allottees in this action. The claims of the United States  
3 on behalf of the Gila River Pima-Maricopa Indian Community and allotted lands within the  
4 Reservation and of the Gila River Indian Community on behalf of itself, its Members and Allottees,  
5 are within the jurisdiction of the Court under the principles of Arizona v. San Carlos Apache Tribe of  
6 Arizona, 463 U.S. 545 (1983) and United States v. Superior Court et al., 144 Ariz. 265, 697 P.2d 658  
7 (1985).

8 5. All parties to the Agreement, other than the United States and the Gila River Indian  
9 Community, are claimants in this adjudication proceeding (the “Gila River Adjudication”) whose  
10 claims are adverse to claimant numbers 39-35092 by the United States on behalf of the Gila River  
11 Pima Maricopa Indian Community and allotted lands within the Reservation and claimant numbers  
12 39-11-5478, 39-05-41142, 39-07-12652, 39-U8-60083, 39-L8-36340, and 39-L8-37360 by the Gila  
13 River Indian Community, on behalf of itself, its Members and Allottees.

14 6. The Agreement has been confirmed by the Gila River Indian Community Water Rights  
15 Settlement Act of 2004, Public Law 108-451 (“Settlement Act” or “Act”).

16 7. Special circumstances prevent the consideration of the Stipulation and the Proposed  
17 Judgment in the normal course of the Gila River Adjudication. Section 215 of the Settlement Act  
18 provides that the Settlement Act and any action taken by the Secretary and any contract entered under  
19 any provision of the Act shall be void unless the Proposed Judgment is approved in this proceeding  
20 on or before December 31, 2007.

21 8. The Settlement Agreement settles the claims for “Water Rights,” as that term is  
22 defined by the Settlement Agreement, of the Gila River Indian Community, its Members and  
23 Allottees, and of the United States acting on behalf of the Gila River Indian Community, its Members  
24 and Allottees.

25 9. The Water Rights of the Gila River Indian Community, its Members and Allottees, and  
26 the United States acting on behalf of the Gila River Indian Community, its Members and Allottees,  
27 which are settled by the Settlement Agreement and described in the Stipulation and Proposed

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1 Judgment, are no more extensive than the Gila River Indian Community, acting on behalf of itself, its  
2 Members and Allottees, and the United States acting on behalf of Gila River Pima-Maricopa Indian  
3 Community, would have been able to prove at the trial.

4 10. A proposed form of order directing that special proceedings be conducted to approve  
5 the Stipulation and the Proposed Judgment adjudicating the Water Rights of the Gila River Indian  
6 Community, its Members and Allottees, and of the United States acting on behalf of the Gila River  
7 Indian Community, its Members and Allottees, is attached as Exhibit B to this Application.

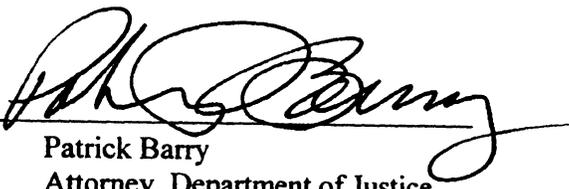
8 WHEREFORE, the applicants pray that the Court enter an Order for Special Proceedings for  
9 the approval of the Stipulation and the Proposed Judgment, that is binding upon all parties to these  
10 proceedings.

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DATED this 23th day of May, 2006.

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THE UNITED STATES OF AMERICA

By: 

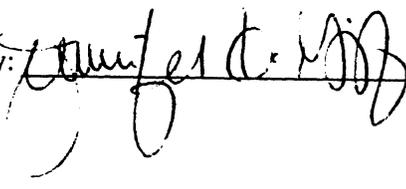
Patrick Barry  
Attorney, Department of Justice  
Environment & Natural Resources Division  
Indian Resources Section  
P. O. Box 44378  
Washington, D.C. 20026-4378  
(202) 305-0254

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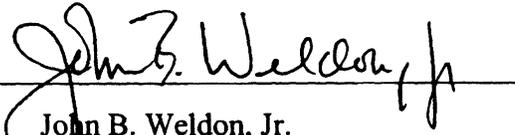
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GILA RIVER INDIAN COMMUNITY

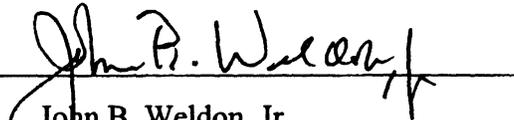
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SALT RIVER PROJECT AGRICULTURAL  
IMPROVEMENT AND POWER DISTRICT

By: 

John B. Weldon, Jr.  
Lisa M. McKnight  
Salmon, Lewis & Weldon, P.L.C.  
2850 East Camelback Road, Ste. 200  
Phoenix, Arizona 85016  
Attorneys for Salt River Project Agricultural  
Improvement and Power District and  
Salt River Valley Water Users' Association

SALT RIVER VALLEY WATER  
USERS' ASSOCIATION

By: 

John B. Weldon, Jr.  
Lisa M. McKnight  
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Attorneys for Salt River Project Agricultural  
Improvement and Power District and  
Salt River Valley Water Users' Association

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ROOSEVELT IRRIGATION DISTRICT

By: *Daryl Wankart*

315 W. Cass Blaine Road  
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315 W. Casa Blanca Road  
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ROOSEVELT WATER CONSERVATION DISTRICT

By: *A. M. Henderson*

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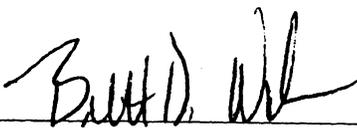
ARIZONA WATER COMPANY

By: Robert W. Spake  
V.P. and General Counsel

315 W. Casa Blanca Road  
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Sacaton, Arizona 85247.

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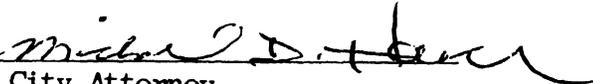
CITY OF CASA GRANDE

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P.O. Box 97  
Sacaton, Arizona 85247.

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CITY OF CHANDLER

By:   
City Attorney

1 CITY OF COOLIDGE

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By: J. M. Ytiggil

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Secton, Arkansas 85247.

315 W. Casa Blanca Road  
P.O. Box 97  
Sacaton, Arizona 85247.

1 CITY OF GLENDALE

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By: James W. Fleming

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CITY OF GOODYEAR

By: Elizabeth J. Surpin for  
CITY ATTORNEY

315 W. Casa Blanca Road  
P.O. Box 97  
Sacaton, Arizona 85247.

315 W. Casa Blanca Road  
P.O. Box 97  
Sacaton, Arizona 85247.

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CITY OF MESA

By: Mary Wade  
ASSISTANT CITY ATTORNEY

315 W. Casa Blanca Road  
P.O. Box 97  
Sacaton, Arizona 85247.

1 CITY OF PEORIA

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By:

*Stephen J. Bung*

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Sacaton, Arizona 85247.

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CITY OF PHOENIX

By: *James Callahan*

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CITY OF SAFFORD

By: Lee A Storey

Lee A. Storey  
Moyes Storey, Ltd.  
1850 N. Central Ave., Suite 1100  
Phoenix, Arizona 85004  
Attorneys for City of Safford

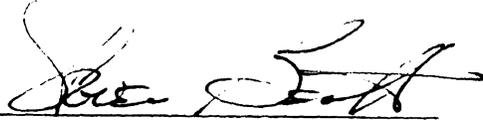
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CITY OF SCOTTSDALE

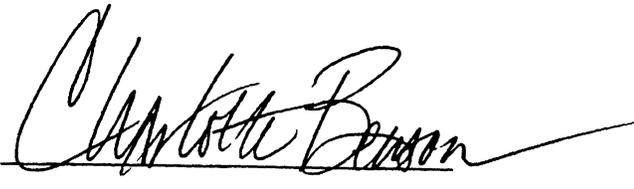
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CITY OF TEMPE

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TOWN OF FLORENCE

By: 

315 W. Casa Blanca Road  
P.O. Box 97  
Sacaton, Arizona 85247.

1 TOWN OF MAMMOTH

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By:

*Stephen R. Cooper*

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1 TOWN OF KEARNY

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By:

Stephen R. Cooper

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TOWN OF GILBERT

By: 

1 MARICOPA-STANFIELD  
2 IRRIGATION & DRAINAGE DISTRICT

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By: Paul R. Inse

315 W. Casa Blanca Road  
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1 CENTRAL ARIZONA IRRIGATION  
2 AND DRAINAGE DISTRICT

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By: Paul R. Orme

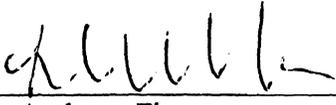
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P.O. Box 97  
Sacaton, Arizona 85247.

1 FRANKLIN IRRIGATION DISTRICT

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By:  \*

L. Anthony Fines  
for Michael J. Brown and David A. Brown,  
Brown & Brown, P.C.  
Attorneys for the Franklin Irrigation District

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\* Subject to: Amendment No. 1 to the Amended and Restated Gila River Indian Community Water Rights Settlement Agreement, and the Amended and Restated Forbearance Agreement Among the Gila River Indian Community, the United States of America, the San Carlos Irrigation and Drainage District, the Franklin Irrigation District, the Gila Valley Irrigation District, and Other Parties Located in the Upper Valley of the Gila River.

315 W. Casa Blanca Road  
P.O. Box 97  
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1 SAN CARLOS IRRIGATION  
2 AND DRAINAGE DISTRICT  
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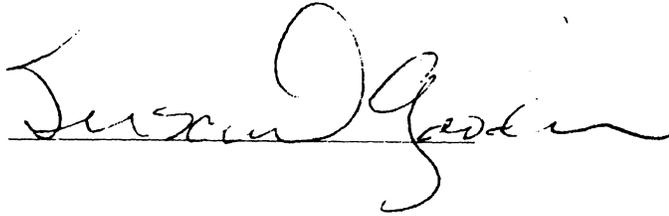
6 Riney B. Salmon, II  
7 Attorney for San Carlos  
8 Irrigation and Drainage Dist.  
9 Salmon, Lewis & Weldon, P.L.C.  
10 2850 E. Camelback Rd., #200  
11 Phoenix, AZ 85016  
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1 HOHOKAM IRRIGATION AND  
2 DRAINAGE DISTRICT

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BUCKEYE IRRIGATION COMPANY

By: \_\_\_\_\_

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1 BUCKEYE WATER CONSERVATION  
2 AND DRAINAGE DISTRICT

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CENTRAL ARIZONA WATER CONSERVATION DISTRICT

By: Douglas R. Miller

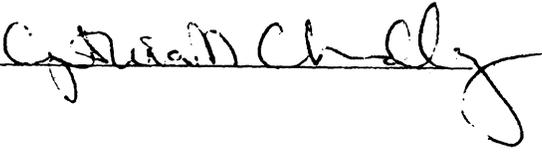
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1 PHELPS DODGE CORPORATION

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ARIZONA GAME AND FISH COMMISSION

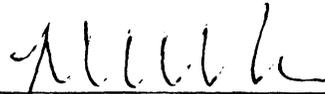
By: 

1 GILA VALLEY IRRIGATION DISTRICT

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By:  \*

L. Anthony Fines

Law Office of L.: Anthony Fines, P.C.

Attorney for the Gila Valley Irrigation District

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\* Subject to: Amendment No. 1 to the Amended and Restated Gila River Indian Community Water Rights Settlement Agreement, and the Amended and Restated Forbearance Agreement Among the Gila River Indian Community, the United States of America, the San Carlos Irrigation and Drainage District, the Franklin Irrigation District, the Gila Valley Irrigation District, and Other Parties Located in the Upper Valley of the Gila River.

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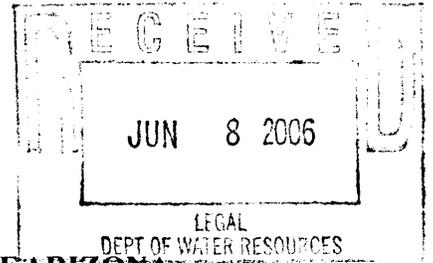
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315 W. Casa Blanca Road  
P.O. Box 97  
Sacaton, Arizona 85247.



**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

**IN AND FOR THE COUNTY OF MARICOPA**

IN RE THE GENERAL  
ADJUDICATION OF ALL RIGHTS  
TO USE WATER IN THE GILA  
RIVER SYSTEM AND SOURCE.

- No. W-1 (Salt)**
- No. W-2 (Verde)**
- No. W-3 (Upper Gila)**
- No. W-4 (San Pedro)**

**CONTESTED CASE NO. W1-207**

STIPULATION OF THE PARTIES TO THE  
AMENDED AND RESTATED GILA RIVER  
INDIAN COMMUNITY WATER RIGHTS  
SETTLEMENT AGREEMENT SETTING  
FORTH THE TERMS OF THE  
SETTLEMENT

THIS STIPULATION, dated as of May 23, 2006, is entered into among the United States of America; the Gila River Indian Community (hereinafter referred to as the "Community"); the State of Arizona, Salt River Project Agricultural Improvement and Power District; the Salt River Valley Water Users' Association; the Roosevelt Irrigation District; the Roosevelt Water Conservation District; the Maricopa-Stanfield Irrigation & Drainage District; the Central Arizona Irrigation and Drainage District; Franklin Irrigation District; Gila Valley Irrigation District; the San Carlos Irrigation and Drainage District; the Hohokam Irrigation and Drainage District; the Buckeye Irrigation Company; the

Buckeye Water Conservation and Drainage District; the Central Arizona Water Conservation District; Phelps Dodge Corporation; the Arizona Game and Fish Commission; the Arizona Water Company; the Arizona Cities of Casa Grande, Chandler, Coolidge, Glendale, Goodyear, Mesa, Peoria, Phoenix, Safford, Scottsdale and Tempe; and the Arizona Towns of Florence, Mammoth, Kearny, Duncan and Gilbert.

## **1.0 RECITALS**

1.1 The water rights claims of the Gila River Indian Community (“Community”), Members and Allottees and the United States acting on behalf of the Community, Members and Allottees are to be permanently settled by agreement among the parties to this Stipulation. The terms of the Gila River Indian Community Water Settlement Agreement among the settlement Parties were ratified and approved by Congress in the *Arizona Water Settlements Act*, P.L. 108-451 (“Settlements Act” or “Act”). Pursuant to section 203(a) of the Settlements Act, the Parties amended and restated the settlement agreement to make it consistent with the Settlements Act. This amendment and restatement is hereinafter referred to as the “Settlement Agreement.”

1.2 Some of the water supplies that are the subject of the Settlement Agreement among the parties are subject to the jurisdiction of this Court.

1.3 The parties to this Stipulation are submitting the Settlement Agreement to this Court for its approval pursuant to Section 207 of the Settlements Act and the Arizona Supreme Court’s Special Procedural Order Providing for the Approval of Federal Water Rights Settlements, Including Those of Indian Tribes, dated May 16, 1991.

1.4 Proceedings to determine the nature and extent of the rights to water of the Gila River Indian Community, Members, Allottees, the United States, and other claimants are pending in the Gila

River Adjudication Proceedings, and enforcement actions regarding the interpretation and enforcement of the Globe Equity Decree are pending before the Globe Equity Enforcement Court.

1.5 Recognizing that final resolution of these and other pending proceedings may take many years, entail great expense, prolong uncertainty concerning the availability of water supplies, and seriously impair the long-term economic well-being of all Parties, the Community, its neighboring non-Indian communities and others have agreed to settle permanently the disputes as provided in Paragraphs 4.0 through 13.0, 16.0, 19.0, 20.0, 22.0, 25.0, 26.0, 28.0 and 30.0 in the Settlement Agreement and to seek funding, in accordance with applicable law, for the implementation of the settlement.

1.6 In keeping with its trust responsibility to Indian tribes and to promote tribal sovereignty and economic self-sufficiency, it is the policy of the United States to settle whenever possible water rights claims of Indian tribes without lengthy and costly litigation.

1.7 The complete Settlement Agreement, including all related and incorporated agreements, between the Settlement Parties is attached hereto as Exhibit 1 and by this reference incorporated herein. The complete Settlement Agreement, including all related and incorporated agreements, between the Settlement Parties will be on file in this court, in every Arizona County, and at the Arizona Department of Water Resources (“ADWR”) as provided in the Order for Special Proceedings, a copy of which is attached as exhibit B of the Application for an Order for Special Proceedings. The Settlement Agreement is intended to be enforceable among the undersigned parties in pursuing their claims in these proceedings.

**NOW, THEREFORE**, in consideration of the promises and agreement hereinafter set forth, the parties hereto stipulate as follows:

## **2.0 DEFINITIONS**

Except as provided in the following sentence or where otherwise specifically defined herein, the capitalized terms used in this Stipulation shall be defined as stated in the Settlement Agreement. Exhibits to the Settlement Agreement are referred to as “Exhibit \_\_\_ to the Settlement Agreement”. Exhibits to this Stipulation are referred to as “Exhibit \_\_\_”.

## **3.0 STIPULATIONS AND AGREEMENTS**

3.1 The Settlement Agreement includes as exhibits additional and subsidiary documents in the forms of contracts, stipulations for settlement of litigation, waivers of claims, maps, terms of legislation, reports and policy statements. Prior to the Enforceability Date, Settlement Parties have agreed not to object or contest the terms and conditions of the Exhibits to the Settlement Agreement in any judicial, administrative or legislative proceedings relating to the approval of the Settlement Agreement; provided, however, that each Exhibit to the Settlement Agreement is binding only on the specific parties to such Exhibit unless expressly provided otherwise in Exhibit 25.18A or Exhibit 25.18B. No Settlement Party has, by reason of the Settlement Agreement, any third-party enforcement or other rights under any Exhibit to the Settlement Agreement to which such a Party is not a party, unless otherwise provided in the Exhibit or in Exhibits 25.18A or 25.18B.

3.2 The description of the terms of the Settlement Agreement set forth in this Stipulation is not intended to supersede the terms of the Settlement Agreement. In the event any aspect of the Stipulation varies from or conflicts with the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control. No provision or term in this Stipulation shall be construed to alter or amend in any manner any of the terms or provisions of the Settlement Agreement or the Act.

**4.0 COMMUNITY'S WATER RIGHTS**

4.1 The Community, and the United States on behalf of the Community and Allottees, shall have the following rights to water, which shall be held in trust by the United States on behalf of the Community, and on behalf of the Allottees as described in section 204 of the Act:

<b><u>SOURCE</u></b>	<b><u>AMOUNT</u></b>
Underground Water	156,700 AFY
Globe Equity Decree Water	125,000 AFY
Haggard Decree Water	5,900 AFY
Community CAP Indian Priority Water	173,100 AFY
RWCD CAP Water	18,600 AFY
RWCD Surface Water	4,500 AFY
HVID CAP Water	18,100 AFY
Asarco CAP Water <sup>1</sup>	17,000 AFY
SRP Stored Water <sup>2</sup>	20,000 AFY
Chandler Contributed	4,500 AFY
Reclaimed Water	
Mesa Reclaimed Water	5,870 AFY
Exchange Premium	
Chandler Reclaimed Water	2,230 AFY
Exchange Premium	
New CAP NIA Priority Water	102,000 AFY
<b>TOTAL</b>	<b>653,500 AFY</b>

4.1.1 The Community, and the United States on behalf of the Community, Members and Allottees recognize that, pursuant to 25 U.S.C. §381, allotted lands within the Gila River Indian

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<sup>1</sup> Subject to completion of exchange agreement and settlement between the Community and Asarco.

<sup>2</sup> SRP has conditionally agreed to provide an average of five hundred (500) AFY of Blue Ridge Stored Water to the Community pursuant to Subparagraph 12.13 of the Settlement Agreement. In the event the conditions in Subparagraph 12.13.1 of the Settlement Agreement are satisfied, the amount of water listed in subparagraph 4.1 to be provided by SRP shall increase to twenty thousand five hundred (20,500) AFY and the amount of Underground Water listed in subparagraph 4.1 shall be reduced to one hundred fifty-six thousand two hundred (156,200) AFY.

Reservation (“Reservation”) have an appurtenant right to an allocation by the Community for irrigation purposes of the water set forth in Subparagraph 4.1 of the Settlement Agreement. As provided in the Settlements Act, the Community shall enact a Water Code, pursuant to which the Community shall regulate, among other things, such allocation by the Community. The Water Code shall provide Allottees a process to enforce this right against the Community. Nothing in this paragraph shall be construed to authorize any action, claim or suit by an Allottee against any person, entity, corporation, or municipal corporation, under Federal, State or other law.

4.1.2 Except as otherwise provided in the Settlement Agreement, the quantities of water associated with the sources described in subparagraph 4.1 shall not be construed to limit or guarantee the quantities of water available from those sources in any Year.

## **5.0 ACCOUNTING AND LIMITATIONS**

5.1 The Community, Members and Allottees, and the United States on behalf of the Community, Members Allottees, collectively, shall not Divert for use on the Reservation more than an average of six hundred fifty-three thousand five hundred (653,500) AFY of water from any combination of sources, calculated as provided in Subparagraph 4.2 and Subparagraphs 4.3, 4.4 and 4.5 of the Settlement Agreement whether or not such sources are listed in Subparagraph 4.1 of the Settlement Agreement.

5.2.1 For purposes of determining compliance with the limitations on total Diversions of Subparagraph 4.2 of the Settlement Agreement, the Community, Members and Allottees and the United States on behalf of the Community, Members and Allottees, collectively, may Divert more than six hundred fifty-three thousand five hundred (653,500) acre-feet of water in any Year or Years, provided that such Diversions, as calculated herein, shall not exceed in the aggregate six million five hundred thirty-five thousand (6,535,000) acre-feet for any period of ten (10) consecutive Years, reckoned in

continuing progressive series, beginning on January 1 of the Year immediately succeeding the Year in which the Enforceability Date occurs. In no Year may the Community, Members, Allottees, and the United States on behalf of the Community, Members and Allottees, collectively, Divert an amount of water that would cause the aggregate Diversions for any period of ten (10) consecutive Years to exceed six million five hundred thirty-five thousand (6,535,000) acre-feet.

5.2.2 Subject to the restrictions on Pumping during the Build-Out Period as described in Subparagraph 4.5.2 of the Settlement Agreement, the Settlement Agreement recognizes and confirms the right to Divert Underground Water in amounts greater than one hundred fifty-six thousand (156,700) acre-feet in any Year or Years so long as Diversions from all sources of water do not exceed an average of six hundred fifty-three thousand five hundred (653,500) AFY, calculated as provided in Subparagraph 4.2 of the Settlement Agreement.

5.3 The Community shall install and maintain devices capable of measuring and recording all Diversions of Underground Water by or on behalf of the Community. The Community shall use its best efforts to maintain the accuracy of the measuring and recording devices in accordance with industry standards. The Community shall have no obligation to replace any Diversion measuring devices that meet the accuracy standards of the preceding sentence. The Settlement Agreement includes additional terms that provide the means for calculating and measuring the Amount of Water Diverted for use on the Reservation. (See Subparagraphs 4.3 through 5.1.1 of the Settlement Agreement, inclusive.)

## **6.0 UNDERGROUND WATER**

6.1 The Settlement Agreement provides for the establishment of the Southside Replenishment Program to protect the Reservation from the effects of off-Reservation Pumping. The establishment of the Southside Replenishment Program is a condition for the enforceability of the

Settlement Agreement. Through Chapter 143 of the Forty-seventh Legislature (First Regular Session), the Arizona Legislature enacted legislation intended to make the necessary changes in State law to fulfill this condition for the enforceability of the Settlement Agreement. This Arizona statute is attached hereto as Exhibit 2 and incorporated by this reference.

6.2 The Community and the United States on behalf of the Community, and on behalf of the Allottees as described in section 204 of the Act shall have the right to Divert Underground Water from points located within the Reservation as provided in Paragraph 4.0 of the Settlement Agreement, subject to such further limitations as are set forth in section 204 of the Act and as may be provided by the Water Code.

## **7.0 GLOBE EQUITY DECREE**

7.1 The one hundred twenty-five thousand (125,000) AFY of Globe Equity Decree Water set forth in subparagraph 4.1 neither guarantees, nor does it in any way limit, the decreed amount of water to which the Community, Members and Allottees and the United States on behalf of the Community, Members and Allottees are entitled under articles V and VI of the Globe Equity Decree.

7.2 Under the Settlement Agreement the Community, Members, Allottees, and the United States on behalf of the Community, Members and Allottees, shall not seek to increase the decreed amount of water to which they are entitled under articles V and VI of the Globe Equity Decree; provided, however, that the Community, Members, Allottees, and the United States on behalf of the Community, Members and Allottees shall be able to seek enforcement of the Globe Equity Decree. The United States shall hold such decreed rights in trust on behalf of the Community, and on behalf of the Allottees as described in section 204 of the Act.

7.3 Subject to Subparagraph 30.22 of the Settlement Agreement, the rights described in articles V and VI of the Globe Equity Decree (but not those described in article VI(2) of the Globe

Equity Decree) shall be binding upon all parties to the Gila River Adjudication Proceedings, and such rights shall be included in the judgment filed in the Gila River Adjudication Proceedings approving the Settlement Agreement, the form of which is attached as Exhibit 25.18.A to the Settlement Agreement. Enforcement of the rights described in articles V and VI of the Globe Equity Decree (but not those described in article VI(2) of the Globe Equity Decree) shall be subject to Paragraph 26.0 of the Settlement Agreement. The satisfaction of the requirements described in this subparagraph 7.3 is not intended by the Parties to change the forum for enforcement of the Globe Equity Decree as among the parties to the Globe Equity Decree.

**8.0 HAGGARD DECREE/MARICOPA CONTRACT/SACATON CONTRACT**

8.1 The rights of the Community, Members, Allottees, and the United States on behalf of the Community, Members and Allottees as set forth in the Haggard Decree, as modified in the Benson-Allison Decree to 540 miners inches of water from the Salt River, shall be binding upon all parties to the Gila River Adjudication Proceedings, and such rights shall be included in the judgment in the Gila River Adjudication Proceedings approving the Settlement Agreement, the form of which is attached as Exhibit 25.18.A to the Settlement Agreement. Such rights to Haggard Decree Water shall be held in trust by the United States on behalf of the Community and on behalf of the Allottees as described in section 204 of the Act.

8.2 The Parties to the Settlement Agreement ratify, confirm and declare to be valid the Maricopa Contract, which provides that SRP shall make water available for an annual Diversion of five thousand nine hundred (5,900) acre-feet at the location of the SRP delivery point to the Community on the Maricopa Drain. The Community, Members and Allottees and the United States on behalf of the Community, Members and Allottees shall accept delivery of water under the Maricopa Contract in lieu

of water to which they are entitled under the Haggard Decree, as modified in the Benson-Allison Decree, in full satisfaction of such rights.

8.3 The agreement between the United States of America and the Salt River Valley Water Users' Association dated June 3, 1907, as subsequently amended, commonly referred to as the Sacaton Contract, is terminated on the Enforceability Date and shall be of no further force or effect after that date.

## **9.0 COMMUNITY CAP WATER DELIVERY CONTRACT AND DESIGN AND CONSTRUCTION OF FACILITIES**

9.1 The Act and Settlement Agreement require the construction of certain irrigation facilities on the Reservation and that the construction costs allocable to the Community associated with these facilities are non-reimbursable.

9.2 The Community may, with the approval of the Secretary, enter into contracts to lease, options to lease, contracts to exchange or options to exchange Community CAP Water within Maricopa, Pinal, Pima, La Paz, Yavapai, Gila, Graham, Greenlee, Santa Cruz or Coconino counties, Arizona, providing for the temporary delivery to others of any portion of the Community's CAP Water. Contracts to lease and options to lease shall be for a term not to exceed one hundred (100) years.

9.3 The Settlement Agreement includes terms and conditions applicable to the lease of Community CAP water to other entities. Any lease of Community CAP Water shall require the payment of all CAP Fixed OM&R Charges and all CAP Pumping Energy Charges associated with the delivery of leased water by the lessee.

9.4 The Settlement Agreement includes terms and conditions applicable to payment of the CAP Operating Agency of CAP Pumping Energy Charges associated with the delivery of Community CAP Water.

9.5 The Settlement Agreement includes terms and conditions concerning the shortage sharing criteria and distribution of CAP water in time of shortage.

#### **10.0 RWCD AGREEMENT**

In addition to the 18,600 AFY of RWCD CAP Water reallocated to the Community described in paragraph 4.1, the Community shall acquire 4,500 AFY of RWCD surface water. Upon the Enforceability Date, the terms of the RWCD-Community Agreement Dated May 10, 1999, Exhibit 9.1 to the Settlement Agreement are amended pursuant to the terms of the Amended and Restated Amendment No.1 thereto, which is also attached to the Settlement Agreement as Exhibit 9.1 to the Settlement Agreement. If the RWCD Agreement is not approved in the Adjudication, all Parties retain any rights they have to object to the RWCD Agreement.

#### **11.0 COMMUNITY/PHELPS DODGE AGREEMENT**

11.1 The Settlement Agreement provides that subject to certain conditions, SCIDD, the Community and the United States to the extent it holds legal title to (but not the beneficial interest in) the Water Rights as described in article V or VI of the Globe Equity Decree (but not on behalf of the San Carlos Apache Tribe pursuant to article VI(2) of the Globe Equity Decree) on behalf of lands within SCIDD and the Miscellaneous Flow Lands agree not object to the validity or characteristics of certain Phelps Dodge's Water Rights claims, but reserving the right to challenge in any future proceedings any applications for change of use, place of use or exchange with respect to specified Water Rights claims. The Settlement Agreement places certain conditions on the Diversion of water by Phelps Dodge.

#### **12.0 ASARCO CAP WATER**

12.1 The Community represents that it will continue to meet and engage in good faith negotiations for at least two years in an effort to reach an agreement for Asarco to relinquish Asarco CAP Water in consideration of the Community's waiver of certain rights, claims and objections.

### **13.0 SRP/COMMUNITY AGREEMENTS**

13.1 SRP Stored Water. As a component of the Water Right provided for in paragraph 4.1, hereof, the Community shall be entitled to 20,000 or 20,500 AFY of SRP Stored Water, provided as follows:

13.1.1 Except as provided in Subparagraph 12.2 of the Settlement Agreement,<sup>3</sup> SRP shall credit the Community annually with an entitlement to SRP Stored Water ranging from two thousand (2,000) to thirty-five thousand (35,000) acre-feet when Net SRP Reservoir Storage levels on May 1 of each year exceed one hundred thousand (100,000) acre-feet in accordance with Exhibit 12.1 of the Settlement Agreement. At Net SRP Reservoir Storage levels on May 1 of less than or equal to one hundred thousand (100,000) acre-feet, no SRP Stored Water shall be credited to the Community for that year. A year for purposes of this paragraph shall be from May 1 through the following April 30.

13.1.2 In addition to the SRP Stored Water described in 13.1.1, SRP has conditionally agreed to credit the Community an annual entitlement to Blue Ridge Stored Water ranging from zero (0) to eight hundred thirty six (836) acre-feet pursuant to Subparagraph 12.13 of the Settlement Agreement.

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<sup>3</sup> Subparagraph 12.2 of the Settlement Agreement provides: "The Community's entitlement to SRP Stored Water under Subparagraph 12.1 shall phase in over five (5) years as provided in this Subparagraph 12.2. The Community shall be entitled to twenty percent (20%) of the SRP Stored Water entitlement under Subparagraph 12.1 in the year in which the Enforceability Date occurs, and the percentage shall increase by twenty percent (20%) each year thereafter over the subsequent four (4) years on a straight-line basis, rising to one hundred percent (100%) of the Community's entitlement under Subparagraph 12.1."

13.2 Community/SRP Water Exchange. The Settlement Agreement provides for the exchange of Community/SRP Exchange Water for SRP water stored in the Salt River Reservoir system.

13.3 SRP-Community Direct Cap Water Delivery. The Settlement Agreement provides that SRP shall accept the delivery of Community CAP Water, which SRP shall deliver to the Community as provided in the Settlement Agreement.

13.4 SRP Drains. The Settlement Agreement provides the terms and conditions for the use, operation and maintenance of the nine (9) Drain Ditches constructed and operated by SRP that are located in whole or in part on the Reservation.

#### **14.0 CAP WATER LEASE AGREEMENTS WITH MUNICIPALITIES**

14.1 The Settlement Agreement provides that the Community shall lease and the Cities shall lease from the Community, forty-one thousand (41,000) acre-feet of the CAP Indian Priority Water per year for a term of one hundred (100) years. The Cities shall pay operation, maintenance and replacement charges to the CAP Operating Agency in accordance with the terms of the Lease Agreements, but Lease Agreements shall not obligate either the Cities or the Community to pay CAP capital repayment charges or any other charges, payments or fees, except as specifically provided in the Lease Agreements.

14.2 The Settlement Agreement describes certain conditions for the future lease of Community CAP Water.

#### **15.0 CITIES EXCHANGE OF RECLAIMED WATER**

As a component of the Settlement Agreement, the United States, the Community and the cities of Mesa and Chandler have entered into an agreement providing the exchange of Reclaimed Water for Community CAP Exchange Water.

## **16.0 BUCKEYE IRRIGATION COMPANY**

The Articles of Agreement between the United States of America and Buckeye Irrigation Company entered into on May 29, 1947, is made a part of the Settlement Agreement on the Enforceability Date; provided, however, that nothing in such Articles of Agreement shall be construed to limit Pumping of Underground Water on the Reservation when such Pumping is in conformance with the terms and conditions of the Settlement Agreement.

## **17.0 SCIDD AGREEMENT**

17.1 The Settlement Agreement defines Community, Federal, and SCIDD obligations with respect to the rehabilitation, construction, operation and control over the project authorized by the Act of June 7, 1924, 43 Stat. 475, as amended and supplemented, commonly referred to as: the "Project", "SCIP", "SCIIP" or "San Carlos Irrigation Project," including the management of water available to the Project.

17.2 The ability of SCIDD to perform its obligations under the Settlement Agreement is conditioned upon and subject to: (1) the approval of the Settlement Agreement by a majority of SCIDD landowners in an election conducted in accordance with A.R.S. §48-3094; and (2) validation of the election results upon petition by SCIDD to the Pinal County Superior Court in accordance with A.R.S. §48-3094. The former condition is satisfied.

## **18.0 COMMUNITY WATER CODE**

18.1 The Settlements Act and Settlement Agreement provide that the Community shall have the right, subject to applicable Federal law, to allocate Water to all users on the Reservation pursuant to the Water Code, to be enacted by the Community and approved by the Secretary as provided in the Settlements Act, and manage, regulate and control the use on the Reservation and on Off-Reservation Trust Land of: 1) all of the Water Rights granted or confirmed to the Community by the Settlement

Agreement; and the rights to an allocation of water for irrigation purposes recognized by Subparagraph 4.1.1 of the Settlement Agreement for the benefit of allotted lands within the Reservation.

18.2 The Settlements Act and Settlement Agreement provide the means and manner for the consideration and determination by the Community of any request by any water users on the Reservation (including any water users on allotted land), for an allocation of water for irrigation purposes, including a process for appeal and adjudication of denied or disputed distributions of water and for resolution of contested administrative decisions.

## **19.0 WAIVERS OF CLAIMS AND RESERVATION OF RIGHTS**

The Settlement Agreement provides for the waiver of claims and retention of rights in Subparagraphs 25.1 through 25.13, inclusive. The waivers, including retention of Rights, are Exhibits 25.1.1 through 25.11, inclusive, of the Settlement Agreement and are exhibits A.1-11 to the Proposed Final Judgment, which Proposed Final Judgment is Exhibit 3 to this Stipulation.

## **20.0 UPPER GILA VALLEY**

20.1.1 The Community, the San Carlos Irrigation and Drainage District (“SCIDD”) and the United States in its capacity as trustee for the Community Members and Allottees have entered into certain agreements with the following Arizona city and towns that Divert water upstream from the Reservation:

20.1.1.1 the City of Safford; and

20.1.1.2 the Towns of Duncan, Kearny and Mammoth.

20.2 In general terms, the agreements referred to in paragraph 20.4.1 establish a “water budget” for the respective city or town. These agreements describe the respective rights of the parties thereto with respect to relevant city or town’s compliance with the water budget included in each

agreement, including the rules for accounting, modification and enforcement of the water budget. These agreements also provide for mitigation of any violation of an applicable city or town water budget.

20.3 The Community, SCIDD and the United States in its capacity as defined therein have entered into Exhibit 26.2 to the Settlement Agreement (“UVD Agreement”), which provides for the forbearance of certain claims by the Community, SCIDD and the United States in its capacity as defined therein against certain individuals and entities upstream and to the east of Coolidge Dam other than the San Carlos Apache Tribe (or the United States acting on behalf of or as trustee for the San Carlos Apache Tribe). The beneficiaries of the UVD Agreement include both the signatories thereto and certain individuals Diverting water that act or refrain from acting in the manner specified in the UVD Agreement.

20.4 The Settlement Agreement provides for the establishment of the Upper Gila River Watershed Maintenance Program. The establishment of the Upper Gila River Watershed Maintenance Program is a condition for the enforceability of the Settlement Agreement. Through Chapter 143 of the Forty-seventh Legislature (First Regular Session), the Arizona Legislature enacted legislation intended to make the necessary changes in State law to fulfill this condition for the enforceability of the Settlement Agreement. This Arizona statute is attached hereto as Exhibit 2 and incorporated by this reference.

20.5 The Community, SCIDD and the United States on behalf of the Community and Allottees and in its capacity as owner of all Water Rights described as belonging to the plaintiff in articles V and VI (excluding those described in article VI(2)) of the Globe Equity Decree, agree not to exercise their respective rights under the Globe Equity Decree to challenge, object or call upon certain uses of Water Diverted from within the San Pedro Ag and New Large Industrial Use Impact Zone for

irrigation of Eligible Safe Harbor Acres, if the otherwise eligible Diverter files with the Gila River Adjudication Court, with a copy to the Community, SCIDD and the United States, a description of the Eligible Safe Harbor Acres that such Non-GE 59 Water User owns. Nothing in this paragraph precludes the Community, SCIDD and the United States on behalf of the Community and Allottees and in its capacity as owner of all Water Rights described as belonging to the plaintiff in articles V and VI (excluding those described in article VI(2)) of the Globe Equity Decree, from objecting to a use that exceeds the amount adjudicated in the Gila River Adjudication Proceeding.

20.6 The Community, SCIDD and the United States on behalf of the Community and Allottees and in its capacity as owner of all Water Rights described as belonging to the plaintiff in articles V and VI (excluding those described in article VI(2)) of the Globe Equity Decree, agree not to exercise their respective rights under the Globe Equity Decree to challenge, object or call upon certain uses of Water Diverted from within the San Pedro M&I and Domestic Purposes Impact Zone or the Gila River Impact Zone for M&I Uses, if the otherwise eligible Diverter files with the Gila River Adjudication Court, with a copy to the Community, SCIDD and the United States, an accounting of Water Diverted from within an Impact Zone and used for M&I Uses during the period 1997 through 2001, inclusive. Nothing in this paragraph precludes the Community, SCIDD and the United States on behalf of the Community and Allottees and in its capacity as owner of all Water Rights described as belonging to the plaintiff in articles V and VI (excluding those described in article VI(2)) of the Globe Equity Decree, from objecting to a use that exceeds the amount adjudicated in the Gila River Adjudication Proceeding or challenging the accuracy of the accounting filed.

20.7 The Community, SCIDD and the United States on behalf of the Community and Allottees and in its capacity as owner of all Water Rights described as belonging to the plaintiff in articles V and VI (excluding those described in article VI(2)) of the Globe Equity Decree, agree not to

exercise their respective rights under the Globe Equity Decree to challenge, object or call upon certain uses of Water for Domestic Purposes that exist as of January 31, 2002.

20.8 Within the San Pedro M&I and Domestic Purposes Impact Zone and the Gila River Impact Zone, the Community, SCIDD and the United States on behalf of the Community and Allottees and in its capacity as owner of all Water Rights described as belonging to the plaintiff in articles V and VI (excluding those described in article VI(2)) of the Globe Equity Decree, have agreed not to exercise their respective rights under the Globe Equity Decree to challenge, object or call upon certain uses of Water for New Domestic Uses, subject to the requirements and limits proscribed by Subparagraphs 26.8.2.5.1 and 26.8.2.5.2 of the Settlement Agreement, respectively.

20.9 Within the San Pedro Ag and New Large Industrial Use Impact Zone or the Gila River Impact Zone, the Community, SCIDD and the United States on behalf of the Community and Allottees and in its capacity as owner of all Water Rights described as belonging to the plaintiff in articles V and VI (excluding those described in article VI(2)) of the Globe Equity Decree, have agreed not to exercise their respective rights under the Globe Equity Decree to challenge, object or call upon certain uses of Water with respect to New large Industrial Use. Nothing in this paragraph precludes the Community, SCIDD and the United States on behalf of the Community and Allottees and in its capacity as owner of all Water Rights described as belonging to the plaintiff in articles V and VI (excluding those described in article VI(2)) of the Globe Equity Decree, from objecting to a use that exceeds the amount adjudicated in the Gila River Adjudication Proceeding. To be eligible for the benefits described in this paragraph, a Non-GE 59 Water User must comply with the requirements of 26.8.2.6.1 and 26.8.2.6.2, respectively.

20.10 In replacement of and not in addition to any other safe harbor described in Subparagraph 26.8.2 of the Settlement Agreement, BHP, AWC and the Town of Winkelman shall each

be entitled to the specific safe harbor for Water use subject to the requirements and limits proscribed by Subparagraph 26.8.2.7 of the Settlement Agreement.

20.11 The Community, SCIDD, and the United States on behalf of the Community and Allottees and in its capacity as owner of all Water Rights described as belonging to the plaintiff in articles V and VI (excluding those described in article VI(2)) of the Globe Equity Decree shall not exercise their respective rights under the Globe Equity Decree to challenge, object to, or call upon any person or entity's use of Water Diverted in Cochise County for M&I Use or Domestic Purposes other than for a New Large Industrial Use.

20.12 ADWR, the Community, SCIDD, and the United States on behalf of the Community and Allottees and in its capacity as owner of all Water Rights described as belonging to the plaintiff in articles V and VI (excluding those described in article VI(2)) of the Globe Equity Decree shall agree upon a set of aerial photographs, satellite images, or both, that reflect the Eligible Safe Harbor Acres, such images will be archived in digital format, and shall be made a permanent part of the court record in the Gila River Adjudication Proceedings upon the Gila River Adjudication Court's approval of the Agreement, which shall be available for review.

20.13 Beginning on the Enforceability Date, and every five (5) Years thereafter, ADWR shall report to the Gila River Adjudication Court on the status of the use of Water Diverted or Pumped from within the Impact Zones. Such report shall include satellite imagery translated into GIS format for comparison to the map previously prepared and attached to the decree. A copy of such report shall be provided to the Community, SCIDD, and the United States.

20.14 The safe harbor rights described in Subparagraph 26.8.2 of the Settlement Agreement and described in paragraphs 20.8 to 20.16 are subject to the approval by the Gila River Adjudication Court and the signatories to this stipulation explicitly recognize the right of the Community, SCIDD,

and the United States on behalf of the Community and Allottees and in its capacity as owner of all Water Rights described as belonging to the plaintiff in articles V and VI (excluding those described in article VI(2)) of the Globe Equity Decree to enforce their rights under the Globe Equity Decree in the Gila River Adjudication Court for actions in violation of or contrary to the terms, conditions, limitations, requirements or provisions of Subparagraph 26.8.2 of the Settlement Agreement, including the provisions of Subparagraph 26.8.10 of the Settlement Agreement.

20.15 The Community, SCIDD and the United States on behalf of the Community and Allottees and in its capacity as owner of all Water Rights described as belonging to the plaintiff in articles V and VI (excluding those described in article VI(2)) of the Globe Equity Decree agree to not object to the use of Water by a Non-GE 59 Water User as required by public authorities to respond to declared emergencies for the safety and protection of the public.

## **21.0 CONFIRMATION OF RIGHTS**

21.1 Through the Settlement Agreement, the Settlement Parties, including the United States in all of its capacities except as trustee for Indian tribes other than the Community, ratify, confirm, declare to be valid, and shall not object to, dispute, or challenge in the Gila River Adjudication Proceedings, or in any other judicial or administrative proceeding, the rights of:

21.1.1 the Community, Members, Allottees, and the United States on behalf of the Community, Members, and Allottees to Water or to the use of Water, as described in this Agreement and in the Act;

21.1.2 SRP and its shareholders to the waters of the Salt and Verde rivers, which rights are appurtenant to the lands of SRP and its shareholders, and are described, stated, confirmed or established in the documents referred to in Subparagraph 28.2.1 of the Settlement Agreement;

21.1.3 the Buckeye Water Conservation & Drainage District, and the Buckeye Irrigation Company and its shareholders, to the waters of the Salt, Verde and Gila rivers, which rights are

appurtenant to lands currently provided with Water by the Buckeye Irrigation Company or within Buckeye Water Conservation & Drainage District, and which rights are described, confirmed, or established by virtue of the documents, decrees and enactments referred to in Subparagraph 28.3 of the Settlement Agreement;

21.1.4 the City of Phoenix in the waters of the Salt and Verde rivers, which rights are described, stated, confirmed or established in the documents referred to in Subparagraph 28.5 of the Settlement Agreement;

21.1.5 the United States in the waters of the Salt River, which rights are described, stated, confirmed or established in Permit to Appropriate Surface Waters of the State of Arizona No. R-2128 issued by the State of Arizona to the U.S. Bureau of Reclamation.

21.1.6 the cities of Phoenix, Scottsdale, Mesa, Chandler, Glendale and Tempe in the waters of the Salt River, which rights are described, stated, confirmed or established in the documents referred to in Subparagraph 28.7 of the Settlement Agreement;

21.1.7 CAWCD in the waters of the Agua Fria River, which rights are described, stated, confirmed or established in Permit to Appropriate Surface Waters of the State of Arizona No. 33-89719 issued by the State of Arizona to the CAWCD; and

21.1.8 RWCD and its landowners to the waters of the Salt and Verde rivers, which rights are appurtenant to RWCD lands and are described, stated, confirmed or established in the documents referred to in Subparagraph 28.8 of the Settlement Agreement.

21.2 In addition to the recognition of rights described in subparagraphs 21.1 to 21.1.8 of this Stipulation, all of the Settlement Parties, including the United States in all of its capacities except as trustee for other Indian tribes other than the Community, recognize that Water uses on the urbanized portions of the lands within SRRD and RWCD have changed and will continue to change from

agricultural uses to M&I Uses. The Settlement Parties including the United States in all of its capacities except as trustee for Indian tribes other than the Community agree that such changes in use are valid, and that Water appurtenant to lands that are now or will become urbanized within a particular municipal or other water service area may be delivered for M&I Uses on such urbanized lands and the Water Rights appurtenant to such urbanized lands shall carry the original priority dates. With the exception of type of use, these Water Rights are as described in the Kent Decree, the Lehane decision (*W.C. Lehane v. Salt River Valley Water Users' Assoc., et al.*, Cause No. 32021-C) and the documents referred to therein. No Settlement Party, including the United States in all of its capacities except as trustee for Indian tribes other than the Community, shall challenge or otherwise object to these rights on the basis of change of use, nature of delivery, or on any other bases in any judicial or administrative proceeding. As to urbanized lands within the SRRD, the Settlement Parties including the United States in all of its capacities except as trustee for Indian tribes other than the Community agree that the historical practices of the cities and towns located within the geographic limits of SRRD and SRP and the general nature of the rights are appropriately described in the Water Commissioner's Report of June 3, 1977, a copy of which is attached as Exhibit 30.8 to the Settlement Agreement.

21.3 Except as provided in Subparagraphs 6.2, 6.3, 25.12, 25.24, 28.1.4 and 30.9 of the Settlement Agreement, and subject to Subparagraph 28.1.3.1 of the Settlement Agreement, the Community and the United States on behalf of the Community, Members and Allottees have agreed to neither challenge nor object to claims for use of Water from the Gila River or its tributaries; provided, however, that the Community and the United States on behalf of the Community, Members and Allottees reserve and retain the right to challenge or object to any claim for use of or call for Water from the Gila River or its tributaries that includes both: (1) a priority date of 1924 or earlier, and (2) a point of Diversion at or downstream from the Diversions into the Gila Bend Canal and the Enterprise Canal.

21.4 Notwithstanding the Community's retention of its right to challenge or object to any claim for use of Water from the Gila River or its tributaries set forth in Subparagraph 28.1.3 of the Settlement Agreement, the Community and the United States on behalf of the Community and Members (but not Members in their capacity as Allottees) shall neither challenge nor object to claims for use of Water from the Gila River or its tributaries by any Gillespie Diverter that executes the Form of Paloma Agreement.

21.5 The Community and the United States on behalf of the Community, Members and Allottees reserve and retain the right to challenge or object to any claim for use of Water by the persons or entities referred to in Subparagraph 28.1.4 of the Settlement Agreement.

21.6 Except as provided in Subparagraph 28.1.4 of the Settlement Agreement, the Community and the United States on behalf of the Community, Members and Allottees shall neither challenge nor object to claims for use of Water from the Salt, Verde, Santa Cruz and Agua Fria rivers, and their tributaries.

## **22.0 OTHER PROVISIONS**

22.1 No modification of the Settlement Agreement shall be effective unless it is in writing, signed by all Parties, and is approved by the Gila River Adjudication Court. Notwithstanding the foregoing, Exhibits to the Settlement Agreement may be amended by the parties to such Exhibits to the Settlement Agreement in accordance with their terms, without court approval, unless such approval is required in the Exhibit to the Settlement Agreement or by law; provided, however, that no amendment of any Exhibit may violate any provisions of the Act, or the Settlement Agreement, or adversely affect the rights under this Agreement of any Party who is not a signatory of such an amendment.

22.2 Execution of the Settlement Agreement by the Governor of the State constitutes the commitment of the State to carry out the terms and conditions of Subparagraphs 5.3, 8.23, 25.1, 26.8.1,

27.4 and 30.5 of the Settlement Agreement. Except as provided in the preceding sentence, it is not intended that the Settlement Agreement shall be determinative of any decision to be made by any State agency in any administrative, adjudicatory, rule making, or other proceeding or matter. Except as provided in the Settlement Agreement, nothing therein shall be construed as a waiver of any rights that the State has as to its natural resources.

22.3 Any Party shall have the right to petition any court of competent jurisdiction, but not the courts of the Community, for such declaratory and injunctive relief as may be necessary to enforce the terms, conditions, and limitations of the Settlement Agreement and monetary relief as provided for in the Settlement Agreement. Nothing contained in the Settlement Agreement waives the right of the United States, SCIDD, the Community, or the UVD Parties to object to the jurisdiction of the courts of the State to adjudicate any dispute arising under the Settlement Agreement or the Act. Furthermore, nothing in the Settlement Agreement waives the right of any Party to object to the jurisdiction of any Federal Court to adjudicate a dispute arising under the Settlement Agreement or the Act.

22.4 Several of the sources of Water described in Paragraphs 5.0 through 16.0, and 18.0 of the Settlement Agreement are dependent upon the existence of conservation, storage and other facilities, including Water delivery facilities, to deliver such Water to the Community. The destruction of any of these facilities by any cause shall not permanently extinguish the Community's right to receive Water otherwise made available by the affected facility; however, such destruction may relieve the other Parties of the obligation to deliver such Water to the Community until the affected facility is repaired or replaced or other suitable facilities have been agreed to by the principal Parties in interest as provided by the Settlement Agreement. Any Settlement Party responsible for repairing or replacing an affected facility under other contractual arrangements shall have that same obligation under the Settlement Agreement. In the event no Settlement Party has such an obligation, all of the Parties, including the Secretary, shall use all reasonable efforts to provide a permanent equitable substitute

source for the affected Water supply. The provisions of this paragraph and Subparagraph 30.11 of the Settlement Agreement shall not apply to CAWCD.

22.5 No part of the Settlement Agreement should be construed, in whole or in part, as providing consent by any of the non-Indian Parties to the legislative, executive or judicial jurisdiction or authority of the Community in connection with activities, rights, or duties contemplated by the Settlement Agreement and conducted by any of those Settlement Parties outside the exterior boundaries of the Reservation. The Settlement Agreement should not to be construed as a commercial dealing, contract, lease or other arrangement that creates a consensual relationship between any non-Indian Party and the Community so as to provide a basis for the Community's legislative, executive or judicial jurisdiction or authority over the non-Indian Parties to the Settlement Agreement under *Montana v. United States*, 450 U.S. 544 (1981) for activities conducted outside the exterior boundaries of the Reservation. The activities, rights or duties conducted or undertaken by the non-Indian parties pursuant to the Settlement Agreement outside the exterior boundaries of the Reservation shall not be construed as conduct that threatens or affects the political integrity, economic security or health and welfare of the Community so as to provide a basis for the exercise of the Community's legislative, executive or judicial jurisdiction or authority over the non-Indian Parties to the Settlement Agreement under *Montana v. United States* 450 U.S. 544 (1981). Benefits and rights accruing to the non-Indian Parties to the Settlement Agreement are provided as consideration for benefits and rights accruing to the Community, and shall not be construed as privileges, benefits, tribal services or other advantages of civilized society provided by the Community that would justify the imposition of the Community's legislative, executive or judicial authority over those Parties in regard to the activities, rights and duties conducted outside the exterior boundaries of the Reservation. The enactment of legislation authorizing or ratifying the Settlement Agreement shall not be construed as a congressional delegation of authority

to the Community of legislative, executive or judicial jurisdiction or authority over the non-Indian Parties hereto.

22.6 Nothing in the Settlement Agreement shall be construed to quantify or otherwise affect the Water Rights, claims or entitlements to Water of any tribe, band or community other than the Community.

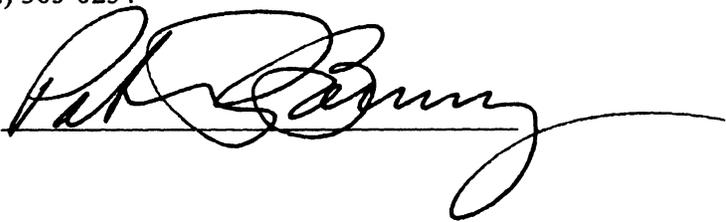
NOW THEREFORE,

The parties to this Stipulation request that, upon this Court's approval of the Stipulation and Settlement Agreement, and upon the date the Secretary of the Interior causes to be published in the Federal Register a statement of findings that the conditions set forth in Section 207 of the Settlements Act have occurred, this Court enter the Judgment and Decree attached as Exhibit 3 hereto fully, finally and permanently adjudicating all water rights claims of the Community, Members and Allottees, and the United States acting on behalf of the Community, Members and Allottees, to the water supplies within this Court's jurisdiction as provided by the terms of the Settlement Agreement.

RESPECTFULLY SUBMITTED this 22 day of May 2006.

THE UNITED STATES OF AMERICA

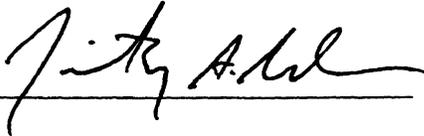
Patrick Barry  
Attorney, Department of Justice  
Environment & Natural Resources Division  
Indian Resources Section  
P. O. Box 44378  
Washington, D.C. 20026-4378  
(202) 305-0254

By: 

STATE OF ARIZONA

Janet Napolitano,  
Governor

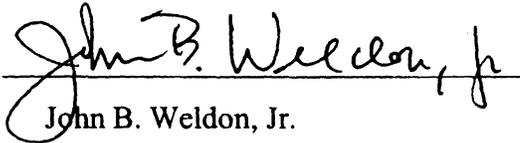
By: Timothy A. Nelson  
General Counsel to the Governor  
1700 West Washington  
Phoenix, Arizona 85007

By:   
\_\_\_\_\_

GILA RIVER INDIAN COMMUNITY

By: Jennifer K. [Signature]

SALT RIVER PROJECT AGRICULTURAL  
IMPROVEMENT AND POWER DISTRICT

By: 

John B. Weldon, Jr.

Lisa M. McKnight

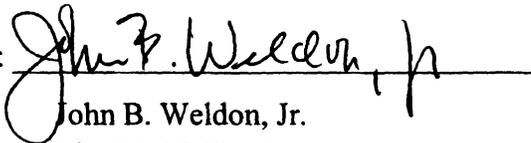
Salmon, Lewis & Weldon, P.L.C.

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Attorneys for Salt River Project Agricultural  
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SALT RIVER VALLEY WATER  
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By: 

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ROOSEVELT WATER CONSERVATION  
DISTRICT

By: *L. Wm. Anderson*

ARIZONA WATER COMPANY

By: Robert W. Geske

**V.P. and General Counsel**

CITY OF CASA GRANDE

By: Brett Wil

CITY OF CHANDLER

By: Michael D. Hume  
City Attorney

CITY OF COOLIDGE

By: J. M. Yngell

CITY OF GLENDALE

By: James M. J. Bremer

CITY OF GOODYEAR

By: Elizabeth J. Szymura for  
CITY ATTORNEY

CITY OF MESA

By:     *Mary Wadd*

CITY OF PEORIA

By: Stephen J. Brug

CITY OF PHOENIX

By: M. James Callahan

CITY OF SAFFORD

By: Lee A. Storey

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CITY OF SCOTTSDALE

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CITY OF TEMPE

By:  Charles D. Brown

TOWN OF FLORENCE

By: 

TOWN OF MAMMOTH

By: Stephen R. Cooper

TOWN OF KEARNY

By: Stephen R. Cooper

**TOWN OF DUNCAN**

**By:** \_\_\_\_\_

TOWN OF GILBERT

By:  \_\_\_\_\_

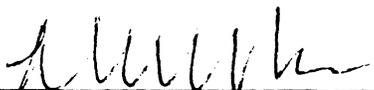
MARICOPA-STANFIELD IRRIGATION  
& DRAINAGE DISTRICT

By: Paul R. Orme

CENTRAL ARIZONA IRRIGATION AND  
DRAINAGE DISTRICT

By: Paul R. Orme

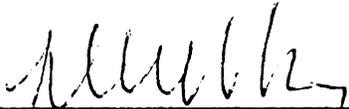
FRANKLIN IRRIGATION DISTRICT

By:  \*

L. Anthony Fines  
for Michael J. Brown and David A. Brown,  
Brown & Brown, P.C.  
Attorneys for the Franklin Irrigation District

\* Subject to: Amendment No. 1 to the Amended and Restated Gila River Indian Community Water Rights Settlement Agreement, and the Amended and Restated Forbearance Agreement Among the Gila River Indian Community, the United States of America, the San Carlos Irrigation and Drainage District, the Franklin Irrigation District, the Gila Valley Irrigation District, and Other Parties Located in the Upper Valley of the Gila River.

GILA VALLEY IRRIGATION DISTRICT

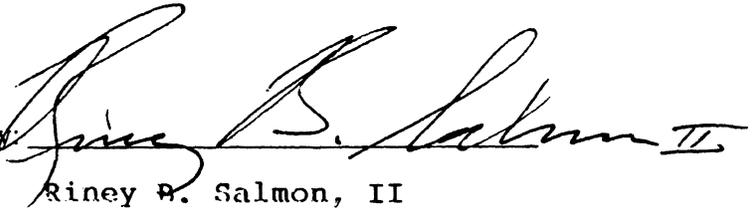
By:  \*

L. Anthony Fines  
Law Offices of L. Anthony Fines, P.C.  
Attorney For Gila Valley Irrigation District

\* Subject to: Amendment No. 1 to the Amended and Restated Gila River Indian Community Water Rights Settlement Agreement, and the Amended and Restated Forbearance Agreement Among the Gila River Indian Community, the United States of America, the San Carlos Irrigation and Drainage District, the Franklin Irrigation District, the Gila Valley Irrigation District, and Other Parties Located in the Upper Valley of the Gila River.

SAN CARLOS IRRIGATION

AND DRAINAGE DISTRICT

By: 

Riney P. Salmon, II

Attorney for San Carlos

Irrigation and Drainage Dist.

Salmon, Lewis & Weldon, P.L.C.

2850 E. Camelback Rd., #200

Phoenix, AZ 85016

HOHOKAM IRRIGATION AND  
DRAINAGE DISTRICT

By:  Susan Goodwin

BUCKEYE IRRIGATION COMPANY

By:  \_\_\_\_\_

BUCKEYE WATER CONSERVATION  
AND DRAINAGE DISTRICT

By: 

CENTRAL ARIZONA WATER  
CONSERVATION DISTRICT

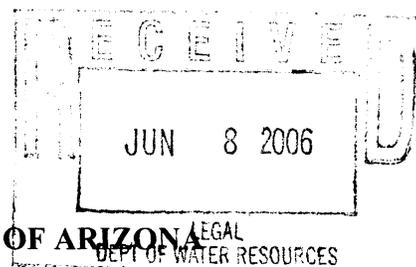
By: Angela R. Miller

PHELPS DODGE CORPORATION

By: Gordon M. Challey

ARIZONA GAME AND FISH  
COMMISSION

By:  \_\_\_\_\_



**EXHIBIT 25.18.A.2**

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
**IN AND FOR THE COUNTY OF MARICOPA**

**IN RE THE GENERAL  
ADJUDICATION OF ALL RIGHTS TO  
USE WATER IN THE GILA RIVER  
SYSTEM AND SOURCE.**

**No. W-1 (Salt)  
No. W-2 (Verde)  
No. W-3 (Upper Gila)  
No. W-4 (San Pedro)**

**CONTESTED CASE NO. \_\_\_\_\_**

**JUDGMENT AND DECREE**

1. The Court has considered the Amended and Restated Settlement Agreement dated \_\_\_\_\_, 2005 (hereinafter referred to as the "Settlement Agreement"), which permanently resolves the water rights claims of the Gila River Indian Community, Members and Allottees, and of the United States acting on behalf of the Community, Members and Allottees, to the Gila River System and Source for land within the exterior boundaries of the Reservation, Off-Reservation Trust Land, and Fee Land. (A copy of the Settlement Agreement is attached as Exhibit 1 to the Stipulation and Request for Entry of Judgment and Decree.)

2. Upon publication in the Federal Register by the United States Secretary of the Interior of a notice of completion of all actions necessary to make the settlement effective, as required by section 207 of the Arizona Water Settlements Act, Public Law 108-451, this Judgment and Decree shall become enforceable.

3. The Court recognizes the rights to water appurtenant to the Gila River Indian Reservation specified in and determined by articles V and VI of the Globe Equity Decree. The Court further recognizes that the Globe Equity Decree and the parties thereto continue to be subject to the

1 jurisdiction of the United States District Court for the District of Arizona for purposes of its  
2 enforcement among those parties.

3  
4 **NOW THEREFORE**, it is hereby adjudged and decreed as follows:

5 4. The capitalized terms used in this Judgment and Decree shall be as defined in the  
6 Settlement Agreement.

7 5. The Settlement Agreement, including all of the Exhibits thereto, is hereby approved.

8 6. The Water Rights described in Sections 8 through 13 of this Judgment and Decree  
9 shall be held in trust by the United States on behalf of the Community and the Allottees as provided  
10 in section 204 of the Act.

11 7. The entitlement to water of Allottees held in trust by the United States on their behalf  
12 shall be as specified in section 204(a)(3) of the Act.

13 8. Subject to the terms of Paragraph 4.0 of the Settlement Agreement, the Community,  
14 and the United States on behalf of the Community and Allottees, collectively, shall have the right to  
15 six hundred fifty-three thousand five hundred (653,500) acre-feet of Water annually from any  
16 combination of the sources set forth in Subparagraph 4.1 of the Settlement Agreement. Such Water  
17 Rights may be used for any purpose on the Reservation. The Community, Members and Allottees,  
18 and the United States on behalf of the Community, Members and Allottees, collectively, shall not  
19 Divert for use on the Reservation more than an average of six hundred fifty-three thousand five  
20 hundred (653,500) acre-feet of Water in any Year, calculated as provided in Subparagraphs 4.2  
21 through 4.5 of the Settlement Agreement.

22 9. For purposes of determining compliance with the limitation on total Diversions of  
23 Section 8 hereof, the Community, Members and Allottees, and the United States on behalf of the  
24 Community, Members and Allottees, collectively, may Divert more than six hundred fifty-three  
25 thousand five hundred (653,500) acre-feet of Water in any Year or Years, provided that such  
26 Diversions, as calculated pursuant to Subparagraphs 4.2 through 4.5 of the Settlement Agreement,  
27 shall not exceed in the aggregate six million five hundred thirty-five thousand (6,535,000) acre-feet of

1 Water for any period of ten (10) consecutive Years, reckoned in continuing progressive series,  
2 beginning on January 1 of the Year immediately succeeding the Year in which the Enforceability  
3 Date occurs. In no Year may the Community, Members and Allottees, and the United States on  
4 behalf of the Community, Members and Allottees, collectively, Divert an amount of water that would  
5 cause the aggregate Diversions for any period of ten (10) consecutive Years to exceed six million five  
6 hundred thirty-five thousand (6,535,000) acre-feet.

7 10. As a component of the Water Right provided for in Section 8 hereof, the Community,  
8 and the United States on behalf of the Community, and on behalf of the Allottees as provided in  
9 Section 7 hereof, shall have the right to Divert Underground Water from points located within the  
10 Reservation as provided in Paragraph 4.0 and Subparagraph 5.1 of the Settlement Agreement.

11 11. As a component of the Water Right provided for in Section 8 hereof, the Community,  
12 Members and Allottees, and the United States on behalf of the Community and on behalf of Allottees  
13 as provided in Sections 6 and 7 hereof, shall have the rights to 540 miners inches of water from the  
14 Salt River, as set forth in the Haggard Decree, as modified by the Benson-Allison Decree. Such  
15 rights shall be fully satisfied as provided in the Contract between the United States and the Salt River  
16 Valley Water Users' Association dated May 5, 1936, as amended on June 12, 1968, which Contract is  
17 amended and restated as Exhibit 7.2 to the Settlement Agreement. Such rights to Haggard Decree  
18 Water shall be held by the United States on behalf of the Community and on behalf of Allottees as  
19 described in Sections 6 and 7 hereof.

20 12. As a component of the Water Right provided for in Section 8 hereof, the Community  
21 shall be entitled to SRP Stored Water and Blue Ridge Stored Water as provided in Paragraph 12.0 of  
22 the Settlement Agreement.

23 13. Subject to Section 22 of this Judgment and Decree, the rights described in articles V  
24 and VI of the Globe Equity Decree (but not those described in article VI(2) of the Globe Equity  
25 Decree) shall be binding upon all parties to these Gila River Adjudication Proceedings. Enforcement  
26 of the rights described in articles V and VI of the Globe Equity Decree (but not those described in  
27 article VI(2) of the Globe Equity Decree) shall be subject to Paragraph 26.0 of the Settlement

1 Agreement. The Globe Equity Decree court shall continue to have jurisdiction over disputes among  
2 parties to the Globe Equity Decree regarding its enforcement. Disputes involving nonparties to the  
3 Globe Equity Decree regarding its enforcement shall be subject to the jurisdiction of the Gila River  
4 Adjudication Court.

5       14. Subject to Subparagraphs 4.4 and 4.5 of the Settlement Agreement, any Diversion of  
6 Water for use on the Reservation by the Community, Members or Allottees, or by the United States  
7 on behalf of the Community, Members or Allottees, shall be included in the calculation of the total  
8 Diversions for use on the Reservation for purposes of Sections 8 and 9 of this Judgment and Decree.  
9 All accounting for such Diversions shall be in accordance with the provisions of Paragraph 4.0 of the  
10 Settlement Agreement.

11       15. Nothing in this Judgment and Decree or the Act has the effect of recognizing or  
12 establishing any right of a Member or Allottee to Water on the Reservation. Any entitlement to  
13 Water for use on lands within the exterior boundaries of the Reservation, Off-Reservation Trust Land  
14 and Fee Land shall be satisfied out of the Water resources described in Sections 8 and 9 of this  
15 Judgment and Decree.

16       16. Except as provided in Subparagraph 4.7 of the Settlement Agreement, none of the  
17 Water that is the subject of the Settlement Agreement may be sold, leased, transferred or in any way  
18 used off the Reservation.

19       17. The Community, and the United States retain the respective rights specified in  
20 Subparagraphs 6.2, 25.12, 25.24, 28.1.3, 28.1.4 and 30.9 of the Settlement Agreement and  
21 Subparagraphs 4.8 through 4.10 of Exhibit 26.2 of the Settlement Agreement. For purposes of this  
22 Section 17, the Community and the United States shall be acting in the capacities as specifically set  
23 forth in each of the Subparagraphs referenced in this Section 17.

24       18. In exchange for the benefits realized under the Settlement Agreement and as  
25 authorized by the Act, the Parties have executed Waivers and Releases of Claims, attached as  
26 Exhibits 25.1 through 25.11 to the Settlement Agreement. These Waivers and Releases of Claims are  
27 attached hereto as Exhibits A.1—11 and are by this reference incorporated herein. For purposes of

1 this Section 18, the Community and the United States shall be acting in the capacities as specifically  
2 set forth in each of the waivers referenced herein.

3           19.     The benefits realized by the Community, Members, and Allottees under the Settlement  
4 Agreement and the Arizona Water Settlements Act shall be in complete replacement of and  
5 substitution for, and full satisfaction of, all claims of the Community, Members and Allottees for  
6 Water Rights, Injury to Water Rights, Injury to Water Quality, and Subsidence Damage, except as set  
7 forth in the Settlement Agreement, under federal, State, or other law with respect to land within the  
8 exterior boundaries of the Reservation, Off-Reservation Trust Land, and Fee Land.

9           20.     The Water Rights and resources and other benefits provided by the Act are a complete  
10 substitution of any rights that may have been held by, or any claims that may have been asserted by,  
11 the Allottees before the date of enactment of the Act for land within the exterior boundaries of the  
12 Reservation.

13           21.     The claims of the Community, Members, Allottees (including but not limited to Silas  
14 Kisto), and the United States on behalf of the Community, Members, and Allottees, to water from the  
15 Gila River System and Source are fully, finally and permanently adjudicated by this Judgment and  
16 Decree.

17           22.     Nothing in this Judgment and Decree or the Settlement Agreement shall be construed  
18 to quantify or otherwise affect the Water Rights or entitlements to water of any Arizona Indian tribe,  
19 band or community, or the United States on their behalf, other than the Community and the United  
20 States acting on behalf of the Community, its Members and Allottees.

21           23.     Nothing in the Settlement Agreement shall affect the right of any Party, other than the  
22 Community and the United States, on behalf of the Community, Members and Allottees, to assert any  
23 priority date or quantity of water for Water Rights claimed by such Party in the Gila River  
24 Adjudication or other court of competent jurisdiction.

25           24.     This Court retains jurisdiction over this matter for enforcement of this Judgment and  
26 Decree and the Settlement Agreement, including the entry of injunctions, restraining orders or other  
27 remedies under law or equity.

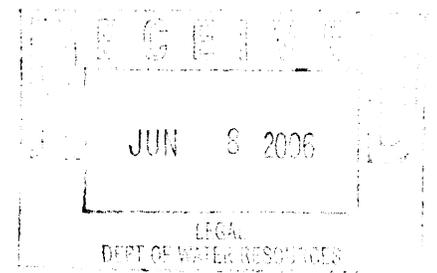
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DATED this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Judge of the Superior Court

**Exhibit Folder in  
the May 24, 2006  
Compact Disk**

**Exhibit  
Number      Exhibit  
Name**



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|--------|--------------------|---|
| 25.1.1 | <b>Exhibit A.1</b> | Waivers of claims for Injury to Water Rights by Parties other than the Community, the United States, the Franklin Irrigation District, and the Gila Valley Irrigation District against the Community and Members (but not Members in their capacity as Allottees) and the United States on behalf of the Community and Members (but not Members in their capacity as Allottees) |
| 25.1.2 | <b>Exhibit A.1</b> | Waivers of claims for Injury to Water Rights by Parties other than the Community, the United States, the Franklin Irrigation District, and the Gila Valley Irrigation District against the United States as trustee for the Allottees   |
| 25.1.3 | <b>Exhibit A.1</b> | Waiver of claims for Injury to Water Quality arising from time immemorial through December 31, 2002, by Parties other than the Community, the United States, the Franklin Irrigation District, and the Gila Valley Irrigation District against the Community and Members (but not Members in their capacity as Allottees)   |
| 25.1.4 | <b>Exhibit A.1</b> | Waiver of claims for Injury to Water Quality arising from time immemorial through December 31, 2002, by Parties other than the Community, the United States, the Franklin Irrigation District, and the Gila Valley Irrigation District against the United States acting in its capacity as trustee for the Community, Members or Allottees                                      |
| 25.1.5 | <b>Exhibit A.1</b> | Waiver of common law claims for Injury to Water Quality arising after December 31, 2002, by Parties other than the Community, the United States, the Franklin Irrigation District, and the Gila Valley Irrigation District against the United States in its own right and the United States acting in its capacity as trustee for the Community, Members or Allottees           |
| 25.2   | <b>Exhibit A.2</b> | Waiver of claims for Water Rights and Injury to Water Rights by the Community on behalf of itself and its Members (but not Members in their capacity as Allottees) and United States on behalf of the Community and its Members (but not Members in their capacity as Allottees).   |

**Exhibit Folder in  
the May 24, 2006  
Compact Disk**

**Exhibit  
Number      Exhibit  
Name**

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| 25.3   | <b>Exhibit A.3</b>  | Waiver of claims for Water Rights and Injury to Water Rights by the United States as trustee for Allottees   |
| 25.4   | <b>Exhibit A.4</b>  | Waiver of claims by the Community on behalf of itself and its Members (but not Members in their capacity as Allottees) for Injury to Water Quality |
| 25.5   | <b>Exhibit A.5</b>  | Waiver of past and present claims for Injury to Water Quality by the United States as trustee for the Community, Members and Allottees             |
| 25.6   | <b>Exhibit A.6</b>  | Waiver of future claims for Injury to Water Quality by the United States in its own right and as trustee for the Community, Members and Allottees  |
| 25.7   | <b>Exhibit A.7</b>  | Waiver of claims by the Community on behalf of itself and Members (but not Members in their capacity as Allottees) against Salt River Project      |
| 25.8   | <b>Exhibit A.8</b>  | Waiver of claims by the United States acting as trustee for the Community, Members, and Allottees against Salt River Project                       |
| 25.9.1 | <b>Exhibit A.9</b>  | Form of waiver of claims for Subsidence by the Community, Allottees, and the United States on behalf of the Community and Allottees                |
| 25.10  | <b>Exhibit A.10</b> | Waiver of claims by the United States against the Community  |
| 25.11  | <b>Exhibit A.11</b> | Waiver of claims by the Community against the United States  |