

**AMENDED AND RESTATED
WHITE MOUNTAIN APACHE TRIBE WATER RIGHTS
QUANTIFICATION AGREEMENT**

TABLE OF CONTENTS

1.0	Recitals	2
2.0	Definitions	3
3.0	Exhibits	16
4.0	White Mountain Apache Tribe Water Rights	22
5.0	Surface Water	27
6.0	Groundwater	32
7.0	CAP Water	33
8.0	Allocation of WMAT Depletions of Water from the Salt River Watershed	41
9.0	Terms and Conditions of Future WMAT CAP Water Lease Agreements	42
10.0	WMAT CAP Water Lease Agreements	44
11.0	Measurement and Calculation of Diversions and of Depletions of Water	48
12.0	Waiver and Release of Claims	58
13.0	Federal Appropriations and Local Contributions	71
14.0	Confirmation of Rights	72
15.0	WMAT Water Code	85
16.0	Other Provisions	87
17.0	Execution Blocks	97

**AMENDED AND RESTATED WHITE MOUNTAIN APACHE TRIBE WATER
RIGHTS
QUANTIFICATION AGREEMENT**

This Amended and Restated White Mountain Apache Tribe Water Rights Quantification Agreement, dated as of November 1, 2012, amends and restates the White Mountain Apache Tribe Water Rights Quantification Agreement dated January 13, 2009 in accordance with Section 309(d)(1)(A)(i) of the White Mountain Apache Tribe Water Rights Quantification Act of 2010, P.L. 111-291, Title III, 124 Stat. 3064, 3073 (2010), and is entered into among the United States of America; the State of Arizona; the White Mountain Apache Tribe; the Salt River Project Agricultural Improvement and Power District; the Salt River Valley Water Users' Association; the Roosevelt Water Conservation District; Arizona Water Company; the Arizona Cities of Phoenix, Mesa, Tempe, Chandler, Glendale, Scottsdale, Avondale, Peoria and Show Low; the Arizona town of Gilbert; Buckeye Irrigation Company; Buckeye Water Conservation and Drainage District; and the Central Arizona Water Conservation District.

1.0 RECITALS

1.1 Proceedings to determine the nature and extent of the rights to water of the White Mountain Apache Tribe, its Members, the United States, and other claimants are pending in the Gila River Adjudication Proceedings and the Little Colorado River Adjudication Proceedings.

1.2 Recognizing that final resolution of these 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 White

Mountain Apache Tribe, its neighboring non-Indian communities and other Arizona water users have agreed to permanently quantify the water rights of the White Mountain Apache Tribe, its Members and the United States acting in its capacity as trustee for the White Mountain Apache Tribe and its Members as provided in this Agreement and to seek funding, in accordance with applicable law, for the implementation of this Agreement.

1.3 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 wherever possible quantify water rights claims of Indian Tribes without lengthy and costly litigation.

NOW, THEREFORE, the Parties agree as follows:

2.0 DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

2.1 “Active Conservation Capacity” shall mean that portion of the capacity of a reservoir that may be used to Divert Water or operated to release Water for irrigation, power, M&I, or other Water Diversions.

2.2 “Act” shall mean the White Mountain Apache Tribe Water Rights Quantification Act of 2010, P.L. 111-291, Title III, 124 Stat. 3064, 3073 (2010), a copy of which is attached as Exhibit 2.2.

2.3 “AFY” shall mean acre-feet per Year.

2.4 “Agreement” shall mean: (1) the Amended and Restated White Mountain Apache Tribe Water Rights Quantification Agreement dated as of November 1, 2012, which amends and restates the White Mountain Apache Tribe Water Rights Quantification Agreement dated January 13, 2009 in accordance with Section 309(d)(1)(A)(i) of the Act; and (2) any amendment or exhibit (including exhibit amendments) to the Agreement that are (i) made in accordance with the Act, or (ii) otherwise approved by the Secretary.

2.5 “Arizona Water Banking Authority” shall mean the Arizona Water Banking Authority, formed pursuant to A.R.S. §§45-2401 et seq.

2.6 “Arizona Water Company” shall mean the Arizona corporation of that name, its subsidiaries and affiliates.

2.7 “Available CAP Supply” shall mean for any given Year all Fourth Priority Water available for delivery through the CAP System, Water available from CAP dams and reservoirs other than Modified Roosevelt Dam, and return flows captured by the Secretary for CAP use.

2.8 “AWSA” shall mean the Arizona Water Settlements Act, P.L. 108-451, 118 Stat. 3478 (2004).

2.9 “Buckeye Irrigation Company” shall mean the corporation of that name organized under the laws of the Arizona Territory in 1907.

2.10 “Buckeye Water Conservation and Drainage District” shall mean the entity of that name that is a political subdivision of the State and an irrigation district with the power of drainage organized under the laws of the State.

2.11 “CAP” or “Central Arizona Project” shall mean the reclamation project authorized and constructed by the United States in accordance with Title III of the Colorado River Basin Project Act (43 U.S.C. §1521 et seq.).

2.12 “CAP Contract” shall mean a long-term contract, as that term is used in the CAP Repayment Stipulation, for delivery of CAP Water.

2.13 “CAP Contractor” shall mean an individual or entity that has entered into a long-term contract, as that term is used in the CAP Repayment Stipulation, with the United States for delivery of water through the CAP System.

2.14 “CAP Fixed OM&R Charge” shall mean ‘Fixed OM&R Charge’ as that term is defined in the CAP Repayment Stipulation.

2.15 “CAP Indian Priority Water” shall mean that CAP Water having an Indian delivery priority under the CAP Repayment Contract.

2.16 “CAP M&I Priority Water” shall mean that CAP Water having a municipal and industrial delivery priority under the CAP Repayment Contract.

2.17 “CAP NIA Priority Water” shall mean that water deliverable under a CAP Contract or CAP Subcontract providing for the delivery of non-Indian agricultural priority water.

2.18 “CAP Operating Agency” shall mean the entity or entities authorized to assume responsibility for the care, operation, maintenance and replacement of the CAP System.

CAWCD is the CAP Operating Agency at the time of execution of this Agreement.

2.19 “CAP Pumping Energy Charge” shall mean the ‘Pumping Energy Charge’ as that term is defined in the CAP Repayment Stipulation.

2.20 “CAP Pumping Energy Costs” shall mean ‘Pumping Energy Costs’ as that term is defined in the CAP Repayment Stipulation.

2.21 “CAP Repayment Contract” shall mean: (1) the contract between the United States and CAWCD for Delivery of Water and Repayment of Costs of the CAP, numbered 14-06-W-245 (Amendment No. 1), and dated December 1, 1988; and (2) any amendment to, or revision of, that contract.

2.22 “CAP Repayment Stipulation” shall mean the Stipulated Judgment and the Stipulation for Judgment (including any exhibits to those documents) entered on November 21, 2007, in the United States District Court for the District of Arizona in the consolidated civil action styled Central Arizona Water Conservation District v. United States, et al., and numbered CIV 95-625-TUC-WDB (EHC) and CIV 95-1720-PHX-EHC.

2.23 “CAP Subcontract” shall mean a long-term subcontract, as that term is used in the CAP Repayment Stipulation, with the United States and the Central Arizona Water Conservation District for the delivery of water through the CAP System.

2.24 “CAP Subcontractor” shall mean an individual or entity that has entered into a long term subcontract, as that term is used in the CAP Repayment Stipulation, with the United States and the Central Arizona Water Conservation District for the delivery of water through the CAP System.

2.25 “CAP System” shall mean: (A) the Mark Wilmer Pumping Plant; (B) the Hayden-Rhodes Aqueduct; (C) the Fannin-McFarland Aqueduct; (D) the Tucson Aqueduct; (E) any pumping plant or appurtenant works of a feature described in any of (A) through (D); and (F) any extension of, addition to, or replacement for a feature described in any of (A) through (E).

2.26 “CAP Water” shall mean ‘Project Water’ as that term is defined in the CAP Repayment Stipulation.

2.27 “CAWCD” or “Central Arizona Water Conservation District” shall mean the political subdivision of the State that is the contractor under the CAP Repayment Contract.

2.28 “Cities” shall mean the municipalities of Avondale, Chandler, Gilbert, Glendale, Mesa, Peoria, Phoenix, Scottsdale and Tempe.

2.29 “CSIF” shall mean the “CAP/SRP Interconnection Facility” that connects the Hayden-Rhodes Aqueduct of the CAP System to SRP’s Water delivery system.

2.30 “Depletion” or “Deplete” shall mean the amount of Water Diverted less return flows to the Salt River or Little Colorado River Watershed from which it was Diverted.

2.31 “Diversion” shall mean the act of Diverting.

2.32 “Divert” or “Diverting” shall mean to receive, withdraw or develop and produce or capture Groundwater, Surface Water, CAP Water or Effluent by means of a ditch, canal, flume, bypass, pipeline, pit, collection or infiltration gallery, conduit, well, pump, turnout, dam, or other mechanical device or any other human act.

2.33 “Effluent” shall mean Water that has been used for domestic, municipal or industrial purposes and that is available for use for any purpose, but Water shall not become Effluent solely as a result of having been used for hydropower generation on the Reservation.

2.34 “Enforceability Date” shall mean the date described in Section 309(d)(1) of the Act.

2.35 “Excess CAP Water” shall mean ‘Excess Water’ as that term is defined in the CAP Repayment Stipulation.

2.36 “Excess CAP Water Contract” shall mean a contract between any person or entity and CAWCD for the delivery of Excess CAP Water.

2.37 “Excess CAP Water Contractor” or “Excess CAP Water Contractors” shall mean one or more persons or entities having an Excess CAP Water Contract.

2.38 “Exhibit” shall mean an exhibit to this Agreement as set forth in Paragraph 3.0.

2.39 “Fourth Priority Water” shall mean Colorado River water available for delivery within the State of Arizona for satisfaction of entitlements: (1) pursuant to contracts, Secretarial reservations, perfected rights, and other arrangements between the United States and water users in the State entered into or established subsequent to September 30, 1968, for use on Federal, State, or privately owned lands in the State (for a total quantity not to exceed 164,652 acre-feet of diversions annually); and (2) after first providing for the delivery of water under 43 U.S.C. § 1524(e), pursuant to the CAP Repayment Contract for the delivery of Colorado River water for the CAP including use of Colorado River water on Indian lands.

2.40 “Gila River Adjudication Court” shall mean the Superior Court of the State of Arizona in and for the County of Maricopa exercising jurisdiction over the Gila River Adjudication Proceedings.

2.41 “Gila River Adjudication Proceedings” shall mean that action pending in the Superior Court of the State of Arizona in and for the County of Maricopa styled *In re the General Adjudication of All Rights To Use Water In The Gila River System and Source, W-1 (Salt), W-2 (Verde), W-3 (Upper Gila), W-4 (San Pedro) (Consolidated)*.

2.42 “Groundwater” shall mean all Water beneath the surface of the Earth other than Surface Water.

2.43 “HVID CAP Water” shall mean that water that was acquired by the Secretary through the permanent relinquishment of the Harquahala Valley Irrigation District CAP Subcontract entitlement in accordance with Contract No. 3-07-30-W0290 among

CAWCD, Harquahala Valley Irrigation District and the United States, and converted to CAP Indian Priority Water pursuant to the Fort McDowell Indian Community Water Rights Settlement Act of 1990, P.L. 101-628 Title IV, 104 Stat. 4468, 4480.

2.44 “Injury to Water Rights” shall mean an interference with, diminution of, or deprivation of, a Water Right under Federal, State or other law. The term “Injury to Water Rights” includes a change in the Groundwater table and any effect of such a change. The term “Injury to Water Rights” does not include any injury to water quality.

2.45 “Large Reservoir” shall mean a Water storage reservoir located entirely on the Reservation with an Active Conservation Capacity exceeding 2,000 acre-feet.

2.46 “Lease Agreement” –

2.46.1 “CAWCD Lease Agreement” shall mean the agreement entered into among the WMAT, the Secretary and CAWCD pursuant to Paragraph 10.0, the form of which is attached as Exhibit 10.2.1.

2.46.2 “City Lease Agreement” shall mean one or more of those agreements entered into among the WMAT, the Secretary, and one or more of the Cities pursuant to Paragraph 10.0, the forms of which are attached as Exhibits 10.1.1A through 10.1.1H.

2.47 “Leased Water” shall mean the WMAT CAP Water that is leased to a City pursuant to a City Lease Agreement or CAWCD pursuant to the CAWCD Lease Agreement.

2.48 “Leasing Cities” for purposes of Paragraph 10.0 shall mean the Cities of Avondale, Chandler, Gilbert, Glendale, Mesa, Peoria, Phoenix, and Tempe.

2.49 “Little Colorado River Adjudication Court” shall mean the Superior Court of the State of Arizona in and for the County of Apache exercising jurisdiction over the Little Colorado River Adjudication Proceedings.

2.50 “Little Colorado River Adjudication Proceedings” shall mean that action pending in the Superior Court of the State of Arizona in and for the County of Apache styled *In re the General Adjudication of All Rights to Use Water in the Little Colorado River System and Source, CIV No. 6417*.

2.51 “Little Colorado River Watershed” shall mean all lands located within the Surface Water drainage of the Little Colorado River and its tributaries within the State of Arizona.

2.52 “M&I Use” or “M&I Uses” shall mean the Diversion of Water for domestic, residential, municipal, industrial, and commercial uses, which are served by a municipal water delivery system.

2.53 “Maximum Annual Depletion Amount” shall mean the maximum amount of Water depleted per Year as set forth in Paragraph 4.0 and Subparagraphs 5.1, 5.2, and 5.3.

2.54 “Maximum Annual Diversion Amount” shall mean the maximum amount of Water Diverted per Year as set forth in Paragraph 4.0 and Subparagraphs 5.1, 5.2, and 5.3.

2.55 “Member” or “Members” shall mean any person or persons duly enrolled as members of the White Mountain Apache Tribe.

2.56 “Net SRP Reservoir Storage” shall mean that amount of Water physically stored in SRP Reservoirs on May 1 of each year less water storage credits calculated by SRP for Water stored for the United States on behalf of the San Carlos Apache Tribe and the Bureau of Reclamation, the Salt River Pima-Maricopa Indian Community, the Fort McDowell Mohave-Apache Indian Community, the Gila River Indian Community, RWCD, the Buckeye Irrigation Company, the Buckeye Water Conservation and Drainage District, the City of Phoenix, the City of Tempe, the City of Scottsdale, the City of Mesa, the City of Glendale, and the City of Chandler. The storage credits referenced in the preceding sentence shall be those credits provided under the terms and conditions of judgments and agreements with the entities specified above as those judgments and agreements exist on January 1, 2008. The amount of Water physically stored in SRP Reservoirs used to perform the calculations of Net SRP Reservoir Storage pursuant to this Agreement shall not exceed SRP’s storage rights, as determined in the Gila River Adjudication, for SRP Reservoirs.

2.57 “Off-Reservation Trust Land” shall mean land: (1) located outside the exterior boundaries of the Reservation that is held in trust by the United States for the benefit of the WMAT as of the Enforceability Date; and (2) depicted on the map attached as Exhibit 2.57.

2.58 “Paragraph” shall mean a numbered paragraph of this Agreement including all Subparagraphs in such Paragraph.

2.59 “Party” shall mean an entity represented by a signatory to this Agreement and “Parties” shall mean more than one of such entities. The State’s participation as a Party shall be as described in Subparagraph 16.5. The United States’ participation as a Party shall be in the capacity as described in Subparagraph 2.72.

2.60 “Plan 6 Cities” shall mean the Arizona cities of Chandler, Glendale, Mesa, Phoenix, Scottsdale, and Tempe.

2.61 “Roosevelt Water Conservation District” or “RWCD” shall mean the entity of that name that is a political subdivision of the State and an irrigation district organized under the laws of the State.

2.62 “Salt River Reservoir System” shall mean the four reservoirs operated by SRP on the Salt River created by the impoundment of Water behind Stewart Mountain Dam, Mormon Flat Dam, Horse Mesa Dam, and Modified Theodore Roosevelt Dam and any dams that are constructed after December 31, 2008, to the extent that they replace and do not exceed then-existing storage capacity of any of those four dams.

2.63 “Salt River Watershed” shall mean all lands located within the Surface Water drainage of the Salt River and its tributaries.

2.64 “Secretary” shall mean the Secretary of the United States Department of the Interior.

2.65 “SRP” shall mean the Salt River Project Agricultural Improvement and Power

District, a political subdivision of the State, and the Salt River Valley Water Users' Association, an Arizona Territorial Corporation.

2.66 “SRP Reservoirs” shall mean the Salt River Reservoir System plus the Verde River Reservoir System.

2.67 “SRRD” shall mean the Salt River Reservoir District as defined on December 31, 2007 in Article IV, Section 3, of the Articles of Incorporation of the Salt River Valley Water Users’ Association.

2.68 “State” shall mean the State of Arizona.

2.69 “Subparagraph” shall mean a numbered subparagraph of this Agreement.

2.70 “Surface Water” shall mean all Water that is appropriable under State law. For purposes of the definition of “Water Right” in Paragraph 12.0, the term “Surface Water” shall also include Colorado River water.

2.71 “Total Water Lease Charge” shall mean that amount described in Subparagraph 10.1.1.2 and as described in Subparagraph 4.3 of the City Lease Agreement.

2.72 “United States” or “United States of America” in any given reference herein shall mean the United States acting in the capacity as set forth in said reference. When the term “United States” or “United States of America” is used in reference to a particular agreement or contract, the term shall mean the United States acting in the capacity as set forth in such agreement or contract.

2.73 “Use” shall mean any beneficial use including instream flows, recharge, underground storage, recovery or any other use recognized as beneficial under applicable law.

2.74 “Verde River Reservoir System” shall mean the two reservoirs operated by SRP on the Verde River created by the impoundment of Water behind Bartlett Dam and Horseshoe Dam, and any dams that are constructed after December 31, 2008, to the extent that they replace and do not exceed then-existing storage capacity of any of those two dams.

2.75 “Water” when used without a modifying adjective shall mean Groundwater, Surface Water, CAP Water, or Effluent.

2.76 “Water Code” shall mean that tribal ordinance to be adopted by the WMAT pursuant to Paragraph 15.0.

2.77 “Water Right” shall mean any right in or to Groundwater, Surface Water or Effluent under Federal, State, or other law.

2.78 “White Mountain Apache Tribe” or “WMAT” shall mean the White Mountain Apache Tribe, organized under Section 16 of the Act of June 18, 1934, 48 Stat. 984 (commonly known as the “Indian Reorganization Act”) (25 U.S.C. § 476).

2.79 “WMAT CAP Water” shall mean CAP Water to which the WMAT is entitled pursuant to the WMAT CAP Water Delivery Contract.

2.80 “WMAT CAP Water Delivery Contract” shall mean (A) Contract No. 08-XX-30-W0529 between the WMAT and the United States dated November 1, 2012, a copy of which is attached hereto as Exhibit 7.1; and (B) any amendments to that contract.

2.81 “WMAT Reservation” or “Reservation” shall mean the land located within the exterior boundaries of the White Mountain Indian Reservation established by Executive Order dated November 9, 1871, as modified by subsequent Executive Orders and Acts of Congress: (1) known on December 8, 2010, the date of enactment of the Act, as the “Fort Apache Reservation” pursuant to chapter 3 of the Act of June 7, 1897 (30 Stat. 62); and (2) generally depicted on the map attached as Exhibit 2.81. The depiction of the Reservation on the map attached as Exhibit 2.81 shall not: (1) be used to affect any dispute between the WMAT and the United States concerning the legal boundary of the Reservation; or (2) constitute an admission by the WMAT with regard to any dispute between the WMAT and the United States concerning the legal boundary of the Reservation.

2.82 “WMAT Rural Water System” shall mean the municipal, rural, and industrial Water Diversion, storage, and delivery system described in Section 307 of the Act.

2.83 “Year” shall mean a calendar year. When not capitalized, the term “year” shall have the meaning in the Paragraph or Subparagraph in which the term is used.

3.0 EXHIBITS

3.1 The following is a list of Exhibits attached to this Agreement, all of which are incorporated herein by reference. All of the Parties have reviewed the Exhibits. Prior to the Enforceability Date, no Party shall object to the terms and conditions of any of the Exhibits in any judicial, administrative or legislative proceedings relating to the approval of this Agreement; provided, however, that each Exhibit shall be binding only on the

specific Parties to such Exhibit unless expressly provided otherwise in Exhibits 12.9.6.1 or 12.9.6.2. Amendments to Exhibits shall be governed by Subparagraph 16.4. No Party shall have any right to object to an amendment to such an Exhibit except as provided in Subparagraph 16.4. No Party shall have, by reason of this Agreement, any third-party enforcement or other rights under any Exhibit to which said Party is not a party, unless otherwise provided in the Exhibit or in Exhibits 12.9.6.1 or 12.9.6.2.

PARAGRAPH NO. – EXHIBIT NO.	DESCRIPTION
2.2	White Mountain Apache Tribe Water Rights Quantification Act of 2010, P.L. 111-291, Title III, 124 Stat. 3064, 3073 (2010)
2.57	Map Showing Off-Reservation Trust Land
2.81	Map Showing the WMAT Reservation
5.7.2	Graph of Maximum Storage in Large Reservoirs
7.1	WMAT CAP Water Delivery Contract
9.4	Standard Form of CAP Subcontract for M&I Use

- 10.1.1A Lease Agreement among the
WMAT, the Secretary and the City
of Avondale
- 10.1.1B Lease Agreement among the
WMAT, the Secretary
and the City of Chandler
- 10.1.1C Lease Agreement among the
WMAT, the Secretary
and the City of Gilbert
- 10.1.1D Lease Agreement among the
WMAT, the Secretary
and the City of Glendale
- 10.1.1E Lease Agreement among the
WMAT, the Secretary
and the City of Mesa
- 10.1.1F Lease Agreement among the
WMAT, the Secretary
and the City of Peoria
- 10.1.1G Lease Agreement among the
WMAT, the Secretary

Dated as of November 1, 2012

and the City of Phoenix

- 10.1.1H Lease Agreement among the
WMAT, the Secretary
and the City of Tempe
- 10.1.1.1A Form of Voluntary Assignment and
Assumption of Leased Water
- 10.1.1.1B Form of Assignment and
Assumption of Leased Water
- 10.2.1 Lease Agreement among the
WMAT, the Secretary
and the CAWCD
- 11.2 Sample Report Required by
Subparagraph 11.2
- 11.3.1.1.A Inventory of Stockponds
- 11.3.1.1.B Inventory of Lakes
- 11.3.1.1.C Inventory of Other Impoundments
- 11.3.1.2 Lakes, Stockponds and Other
Impoundments Diversion and
Depletion Calculation

- 11.3.2.3 Irrigation Use Diversion and
Depletion Calculation
- 11.3.3.2 Municipal and Industrial Use
Diversion and Depletion Calculation
- 11.3.4.2 Artificial Snow Making Use
Depletion Calculation
- 11.3.7.2 Mining Use Depletion Calculation
- 12.1 Waiver and Release of Claims by the
Parties Other than the WMAT on
Behalf of Itself and its Members and
the United States Acting in its
Capacity as Trustee for the WMAT
and its Members
- 12.2 Waiver and Release of Claims for
Water Rights and Injury to Water
Rights by the WMAT, on behalf of
itself and its Members, and the
United States, acting in its capacity
as trustee for the WMAT and its
Members

- 12.3 Waiver and Release of Claims By
the WMAT, on Behalf of Itself and
its Members, Against the United
States (Except in the Capacity of
the United States as Trustee for
Other Indian Tribes)

- 12.4 Waiver and Release of Claims By
the United States in All Capacities
(Except as Trustee for an Indian
Tribe Other than the WMAT)
Against the WMAT and its
Members

- 12.9.6.1 Form of Judgment and Decree in the
Gila River Adjudication Proceedings

- 12.9.6.2 Form of Judgment and Decree in the
Little Colorado River Adjudication
Proceedings

- 14.7.2 Land classifications subject to
RWCD credit of 5.6% of water
diverted at Granite Reef Dam

4.0 WHITE MOUNTAIN APACHE TRIBE WATER RIGHTS

4.1 The WMAT and the United States acting in its capacity as trustee for the WMAT shall have the following permanent quantified Water Rights to the Use of Water on the Reservation and on Off-Reservation Trust Land:

Source	Maximum Annual Diversion Amount	Maximum Annual Depletion Amount	Reference
4.1.1 Surface Water and Groundwater Diverted on the Reservation or on Off-Reservation Trust Land from sources within the Salt River Watershed	64,000 AFY	21,800 AFY	As set forth in Paragraphs 5.0, 6.0, and 11.0
4.1.2 Surface Water and Groundwater Diverted on the Reservation or on Off-Reservation Trust Land from sources within the Salt River Watershed or the Little Colorado River Watershed	7,000 AFY	4,000 AFY	As set forth in Paragraphs 5.0, 6.0, and 11.0

<p>4.1.3 Surface Water and Groundwater Diverted on the Reservation or on Off-Reservation Trust Land from sources within the Salt River Watershed the first Use of which shall not commence until after the Year 2100.</p>	<p>3,000 AFY</p>	<p>1,200 AFY</p>	<p>As set forth in Subparagraph 5.2 and Paragraph 11.0</p>
<p>4.1.4 White Mountain Apache Tribe Central Arizona Project Water</p>	<p>At least 25,000 AFY</p>	<p>25,000 AFY</p>	<p>As set forth in Paragraphs 7.0 and 11.0</p>
<p>4.1.5 Total</p>	<p>99,000 AFY Subject to Subparagraph 4.1.4</p>	<p>52,000 AFY</p>	

4.2 The Water Rights of the WMAT described in this Paragraph 4.0 shall be held in trust by the United States acting in its capacity as trustee for the WMAT and shall not be subject to forfeiture or abandonment.

4.3 In accordance with the terms of Subparagraphs 5.1, 5.2, and 5.3 and Paragraph 11.0, the WMAT and the United States acting in its capacity as trustee for the WMAT, collectively, shall not Divert, subject to Subparagraph 4.1.4, more than 99,000 AFY from all available sources of Water on the Reservation or on Off-Reservation Trust Land nor cause the Depletion of the amount Diverted from all available sources of Water on the Reservation or on Off-Reservation Trust Land to exceed 52,000 AFY.

