8-24-2007

Amended and Restated Gila River Indian Community Water Rights Settlement Agreement

Gila River Indian Community, et al

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10/21/2005 Amended and Restated Gila River Indian Community Water Rights Settlement Agreement, Amendment No. 2, 2007 (Oct. 21, 2005,)

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AMENDMENT No. 2

TO THE AMENDED AND RESTATED GILA RIVER INDIAN COMMUNITY WATER RIGHTS SETTLEMENT AGREEMENT

THIS AMENDMENT No. 2 TO THE AMENDED AND RESTATED GILA RIVER INDIAN COMMUNITY WATER RIGHTS SETTLEMENT AGREEMENT is entered into among the United States of America; the State of Arizona; the Gila River Indian Community; the Salt River Project Agricultural Improvement and Power District; the Salt River Valley Water Users' Association; the Roosevelt Irrigation District; the Roosevelt Water Conservation District; Arizona Water Company; the Arizona cities of Casa Grande, Chandler, Coolidge, Glendale, Goodyear, Mesa, Peoria, Phoenix, Safford, Scottsdale, and Tempe; the Arizona towns of Florence, Mammoth, Kearny, Duncan and Gilbert; 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; Central Arizona Water Conservation District; Phelps Dodge Corporation; and the Arizona Game and Fish Commission.
1.0 RECITALS

1.1 WHEREAS, on or about October 21, 2005, the Parties finalized the terms of the Agreement;

1.2 WHEREAS, the October 21, 2005 version of the Agreement (hereinafter "October 21, 2005 Version") was:

   1.2.1 submitted to the Secretary for her approval and execution as provided in the Arizona Water Settlements Act, Public Law 108-451; and

   1.2.2 distributed to the Parties via compact disk;

1.3 WHEREAS, all Parties, including the Secretary, executed the October 21, 2005 Version;

1.4 WHEREAS, the Parties executed an amendment to the October 21, 2005 Version ("Amendment No. 1") to address certain errors and omissions in specific Exhibits to the October 21, 2005 Version;

1.5 WHEREAS, the Parties wish to replace the versions of Exhibits 25.18A1, 25.18A2, and 25.18B to the October 21, 2005 Version with revised Exhibits 25.18A1, 25.18A2 and 25.18B that are consistent with the (1) court pleadings actually filed seeking approval of the Community's settlement, and (2) court orders actually issued approving the Community's settlement.
NOW, THEREFORE, the Parties agree as follows:

2.0 DEFINITIONS

2.1 For purposes of this Amendment No. 2, the capitalized terms shall have the meanings set forth in the October 21, 2005 Version.

2.2 "Amendment No. 2" shall mean this Amendment No. 2 to the Amended and Restated Gila River Indian Community Water Rights Settlement Agreement.

2.3 "Parties" means the parties to this Amendment No. 2.

3.0 AMENDMENT TO OCTOBER 21, 2005 VERSION

3.1 The October 21, 2005 Version is amended by replacing the version of:

3.1.1 Exhibit 25.18A1 attached to the October 21, 2005 Version with the version of Exhibit 25.18A1 attached hereto as Attachment No. 1;

3.1.2 Exhibit 25.18A2 attached to the October 21, 2005 Version with the version of Exhibit 25.18A2 attached hereto as Attachment No. 2; and

3.1.3 Exhibit 25.18B attached to the October 21, 2005 Version with the version of Exhibit 25.18B attached hereto as Attachment No. 3.
Execution Version

4.0 APPROVAL CONSENT AND RATIFICATION

Each Party, by execution of the signature pages by its duly authorized representative(s), does hereby approve, endorse, consent to and ratify this Amendment No. 2.

5.0 MISCELLANEOUS

5.1 Except as otherwise provided in paragraph 3.0 of this Amendment No. 2, nothing in this Amendment No. 2 shall be construed to alter or amend any provision of the October 21, 2005 Version or Amendment No. 1.

5.2 This Amendment No. 2 may be executed in multiple counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one agreement.

6.0 EXECUTION BLOCKS

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the October 21, 2005 Version of the Amended and Restated Gila River Indian Community Water Rights Settlement Agreement dated as of the day and year first above written.
Execution Version

THE UNITED STATES OF AMERICA

Dated: DEC 10 2007

Secretary of the Interior
Execution Version

THE STATE OF ARIZONA

By: [Signature]

Dated: 10-5-07

Governor

Attest: [Signature]

Secretary of State
Execution Version

GILA RIVER INDIAN COMMUNITY

By: [Signature]

Dated: 11-7-07

Governor

Attest: [Signature]

11-7-07

Approved as to form:

[Signature]

General Counsel
Execution Version

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: John M. Williams Jr.
Dated: 9-24-2007

President

Attest and Countersigned: [Signature]

Secretary

Approved as to form:

[Signature]

Attorney
Execution Version

SALT RIVER VALLEY WATER USERS' ASSOCIATION

By: [Signature]
Dated: 9-24-2007
President

Attest and Countersigned: [Signature]
Secretary

Approved as to form: [Signature]
Attorney
ROOSEVELT IRRIGATION DISTRICT

By: W. B. McNeely

Dated: 11-27-07

President

Attest: Stanley J. Ashley

Secretary

Approved as to form:

General Counsel
Execution Version

THE ROOSEVELT WATER CONSERVATION DISTRICT

By: 


President

Attest: 

Secretary

Approved as to form:

General Counsel
ARIZONA WATER COMPANY

By: William M. Marfield


President

Attest: [Signature]

Secretary

Approved as to form:

[Signature]

General Counsel
CITY OF CASA GRANDE

By: [Signature]
Dated 11-26-07

Mayor

Attest: [Signature]
City Clerk

Approved as to form: [Signature]
City Attorney
CITY OF CHANDLER

By: ____________________________

Dated: 10/26/07

Mayor

Attest: __________________________

City Clerk

Approved as to form:

______________________________

City Attorney
Execution Version

CITY OF COOLIDGE

By: ____________________________  Dated: 11-13-07

Acting City Manager

Attest: ____________________________  City Clerk

Approved as to form:

______________________________  City Attorney
CITY OF GLENDALE

By: Ed/Bean

Dated: 11/28/07
City Manager

Attest:

City Clerk

Approved as to form:

City Attorney
Execution Version

CITY OF GOODYEAR

By:  Bim Delke

Dated:  10·16·07

City Manager

Attest:  Dee Cockrum

City Clerk

Approved as to form:

City Attorney
Execution Version

CITY OF MESA

By: ______________________________

Dated: 10-31-2007

City Manager

Attest: ______________________________

City Clerk

Approved as to form:

______________________________

City Attorney
Execution Version

CITY OF PEORIA

By: [Signature]
Dated: 10.5.17

City Manager

Attest: [Signature]
City Clerk

Approved as to form

[Signature]
City Attorney
CITY OF PHOENIX

By: ____________________________  Dated: 11-6-07

Mayor

By: ____________________________  Dated: 11-7-07

Chairman, Phoenix City Council Natural Resources Subcommittee

By: ____________________________  Dated: 11-5-07

City Manager

Attest: ____________________________  Dated: ____________________________

City Clerk

Approved as to form:

______________________________  Dated: ____________________________

ACTING City Attorney MC
Execution Version

CITY OF SAFFORD

By: ____________________________

Dated: October 8, 2007

City Manager

Attest: ____________________________

City Clerk

Approved as to form: ____________________________

City Attorney
Execution Version

CITY OF SCOTTSDALE

By: ________________________________

Dated: _____________________________

Mayor

Attest: ______________________________

City Clerk

Approved as to form: __________________

City Attorney
CITY OF TEMPE

By: ____________________________

Dated: October 25, 2007

Mayor

Attest: ____________________________

City Clerk

Approved as to form: ____________________________

City Attorney
Execution Version

TOWN OF FLORENCE

By: [Signature]
Dated: 9/24/07

Town Manager

Attest: [Signature]

Town Clerk

Approved as to form:

[Signature]

Town Attorney
Execution Version

TOWN OF MAMMOTH

By: [Signature]

Dated: Nov 07

Town Manager

Attest: [Signature]

Town Clerk

Approved as to form: [Signature]

Town Attorney
Execution Version

TOWN OF KEARNY

By: [Signature]

Dated: 11/19/07

Town Manager

Attest: [Signature]

Town Clerk

Approved as to form: [Signature]

Town Attorney
Execution Version

TOWN OF DUNCAN

By: ___________________________

Dated: 11/27/07

Town Manager

Attest: _________________________

Town Clerk

Approved as to form:

______________________________

Town Attorney
Execution Version

TOWN OF DUNCAN

By: ____________________________

Dated: __________________________

Town Manager

Attest: __________________________

Town Clerk

Approved as to form:

______________________________

Town Attorney
Execution Version

TOWN OF GILBERT

By: [Signature]

Dated: 11/13/07

Town Mayor

Attest: [Signature]

Town Clerk

Approved as to form:

[Signature]

Town Attorney
Execution Version

MARICOPA-STANFIELD IRRIGATION & DRAINAGE DISTRICT
By:  
Dated:  10-18-07

President

Attest:

Secretary

Approved as to form:

District’s Attorney
CENTRAL ARIZONA IRRIGATION AND DRAINAGE DISTRICT

By: [Signature]

Dated: September 19, 2001

President

Attest: [Signature]

Secretary

Approved as to form:

[Signature]

District’s Attorney
Execution Version

FRANKLIN IRRIGATION DISTRICT

By: William H. Lunt

Dated: Nov. 21, 2007

Attest: Marian Lunt

Secretary
GILA VALLEY IRRIGATION DISTRICT

By:  

Dated: 11/24/07

President

Attest:  

Secretary
SAN CARLOS IRRIGATION
AND DRAINAGE DISTRICT

By:  
Dated: 10/1/07

President

Attest:  
Secretary
HOHOKAM IRRIGATION AND DRAINAGE DISTRICT

By: [Signature]

Dated: 11/6/07

President

Attest: [Signature]

Secretary

Approved as to form: [Signature]

District’s Attorney
BUCKEYE IRRIGATION COMPANY

By: Kyle W. Lindman
Dated: 5 Sept 07
President

Attest: [Signature]
Secretary

Approved as to form: [Signature]
General Counsel
BUCKEYE WATER CONSERVATION
AND DRAINAGE DISTRICT

By: [Signature]
Dated: 10-5-07

President

Attest: [Signature]
Secretary

Approved as to form:

[Signature]

General Counsel
Execution Version

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

By: 

Dated: 

President

Attest: 

Secretary

Approved as to form:

General Counsel
Execution Version

PHELPS DODGE CORPORATION

By: ______________________

Dated: ____________________

President

Attest: _____________________

Secretary

Approved as to form:

_________________________

Counsel
Execution Version

ARIZONA GAME AND FISH COMMISSION

By:  

Dated: 10/29/07

Commissioner

Approved as to form:

Counsel
ATTACHMENT NO. 1

Stipulation of the Parties to the Amended and Restated Gila River Indian Community Water Rights Settlement Agreement Setting Forth The Terms of the Settlement

(version actually filed with the Gila Adjudication Court on May 23, 2006)
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.

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:

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

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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1 Subject to completion of exchange agreement and settlement between the Community and Asarco.
2 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 and 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 45.2 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,3 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 in13.1.2, 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.

3 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.”

13.3 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”, “SCIIIP” 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 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 25 day of May 2006.

26
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:

[Signature]
STATE OF ARIZONA

Janet Napolitano,
Governor
By: Timothy A. Nelson
General Counsel to the Governor
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By: [Signature]
GILA RIVER INDIAN COMMUNITY

By: [Signature]

29
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

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SALT RIVER VALLEY WATER USERS' ASSOCIATION

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ROOSEVELT WATER CONSERVATION
DISTRICT

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ARIZONA WATER COMPANY

By: Robert W. Nash

V.P. and General Counsel
CITY OF CASA GRANDE

By: [Signature]

[Name]
CITY OF CHANDLER

By: [Signature]
City Attorney
CITY OF COOLIDGE

By: [Signature]
CITY OF GLENDALE

By: [Signature]
CITY OF GOODYEAR

By: [Signature]

CITY ATTORNEY
CITY OF MESA

By: Mary Wall
CITY OF PEORIA

By: ______________

[Signature]

[Name: Stephen J. Burg]
CITY OF SAFFORD

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CITY OF SCOTTSDALE

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CITY OF TEMPE

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TOWN OF FLORENCE

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TOWN OF MAMMOTH

By: [Signature]
TOWN OF KEARNY

By: [Signature]
TOWN OF DUNCAN

By: ____________________________
TOWN OF GILBERT

By: [Signature]
MARICOPA-STANFIELD IRRIGATION
& DRAINAGE DISTRICT

By: [Signature]

51
CENTRAL ARIZONA IRRIGATION AND
DRAINAGE DISTRICT

By: [Signature]

52
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:

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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:

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HOHOKAM IRRIGATION AND
DRAINAGE DISTRICT

By [Signature]
CENTRAL ARIZONA WATER
CONSERVATION DISTRICT

By: [Signature]
ARIZONA GAME AND FISH
COMMISSION

By:

[Signature]
ATTACHMENT NO. 2

Judgment and Decree issued by the Gila Adjudication Court on September 13, 2007 approving the Community's settlement
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.

CONTESTED CASE NO. W1-207
JUDGMENT AND DECREE

1. The Court has considered the Amended and Restated Settlement Agreement dated October 21, 2005 (hereinafter referred to as the “Settlement Agreement”) that 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.*

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 the Globe Equity Decree and that parties to the Globe

* Capitalized terms used in this Judgment and Decree shall be as defined in the Settlement Agreement, a copy of which is attached as Exhibit 1 to the Stipulation and Request for Entry of Judgment and Decree.
Equity Decree continue to be subject to the jurisdiction of the United States District Court for the District of Arizona for purposes of decree enforcement.

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

4. The Settlement Agreement meets all of the requirements of Paragraph D.6 of the Arizona Supreme Court’s May 16, 1991, Special Procedural Order Providing for the Approval of Federal Water Rights Settlements, Including Those of Indian Tribes (the “Supreme Court’s Order”). On that basis, and as required by Paragraph D.6 of the Supreme Court’s Order, the Settlement Agreement, including all of the Exhibits thereto, is hereby approved.

5. The Court’s consideration of the Settlement Agreement is circumscribed by the Supreme Court’s Order. Objections to the Settlement Agreement asserting one or more of the grounds set forth in Paragraph C.1 of the Supreme Court’s Order were considered and denied by the Court. Objections asserting one or more grounds for objection other than those set forth in Paragraph C.1 of the Supreme Court’s Order were not considered or decided by the Court.

6. The Water Rights described in Sections 8 through 14 of this Judgment and Decree shall be held in trust by the United States on behalf of the Community and the Allottees as provided in section 204 of the Act.

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

8. Subject to the terms of Paragraph 4.0 of the Settlement Agreement, the Community, and the United States on behalf of the Community and Allottees, collectively, shall have the right to six hundred fifty-three thousand five hundred (653,500) acre-feet of Water annually from any combination of the sources set forth in Subparagraph 4.1 of the Settlement Agreement. Such Water Rights may be used for any purpose on the Reservation. The Community, Members and Allottees, and the United States on behalf of the Community, Members and Allottees, collectively, shall not Divert for use on the Reservation more than an average of six hundred fifty-three thousand five hundred (653,500) acre-feet of Water in any Year, calculated as provided in Subparagraphs 4.2 through 4.5 of the Settlement Agreement.
9. For purposes of determining compliance with the limitation on total Diversions of
Section 8 hereof, 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 pursuant to Subparagraphs 4.2 through 4.5 of the Settlement Agreement,
shall not exceed in the aggregate six million five hundred thirty-five thousand (6,535,000) acre-feet of
Water 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 and 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.

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

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

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

13. As a component of the Water Right provided for in Section 8 hereof, the Community shall be entitled to RCWD Surface Water as provided for in Paragraph 9.0 of the Settlement Agreement.

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

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

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

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

18. The Community and the United States retain the respective rights specified in Subparagraphs 6.2, 25.12, 25.24, 28.1.3, 28.1.4 and 30.9 of the Settlement Agreement and Subparagraphs 4.8 through 4.10 of Exhibit 26.2 of the Settlement Agreement. For purposes of this Section 18, the Community and the United States shall be acting in the capacities as specifically set forth in each of the Subparagraphs referenced in this Section 18.
19. In exchange for the benefits realized under the Settlement Agreement and as authorized by the Act, the Parties have executed Waivers and Releases of Claims, attached as Exhibits 25.1 through 25.11 to the Settlement Agreement. These Waivers and Releases of Claims are attached hereto as Exhibits A.1-11 and are by this reference incorporated herein. For purposes of this Section 19, the Community and the United States shall be acting in the capacities as specifically set forth in each of the waivers referenced herein.

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

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

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

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

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

25. The Court's adjudication of Water Rights to the Community, and the United States on behalf of the Community and Allottees, pursuant to this Judgment and Decree is limited to Water Rights to the Gila River System and Source.

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

DATED this 13th day of September, 2007.

/s/ Eddward P. Ballinger, Jr.
Eddward P. Ballinger Jr.
Judge of the Superior Court

A copy of this Judgment and Decree is sent to all persons on the Court approved mailing list for Contested Case No. W1-207 dated July 26, 2007.
Order Pursuant to Stipulation issued by the Globe Equity Enforcement Court on August 24, 2007, approving the Community's settlement
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNITED STATES OF AMERICA, et al., ) NO. CV31-0059-TUC-SRB
Plaintiffs, ) aka Globe Equity No. 59
vs. ) (Assigned to Hon. Susan R. Bolton)
GILA VALLEY IRRIGATION DISTRICT, ) ORDER PURSUANT TO
et al., ) STIPULATION
Defendants.

The Gila River Indian Community (in all the capacities it filed on or about March 16, 2001 the Complaint Re: Pumping), the San Carlos Irrigation and Drainage District, and the United States (in all its capacities as Plaintiff, but not to the extent it acts as trustee for the San Carlos Apache Tribe or its members) (collectively the "Plaintiff Stipulators") and the Gila Valley Irrigation District, the Franklin Irrigation District, the Brown Canal Company of the Gila Valley Irrigation District, the Curtis Canal Company of the Gila Valley Irrigation District, the Dodge-Nevada Canal Company of the Gila Valley Irrigation District, the Ft. Thomas Canal Company of the Gila Valley Irrigation District, the Graham Canal Company of the Gila Valley Irrigation District, the Highline Canal Company of the Gila Valley Irrigation District, the Montezuma Canal Company of the Gila Valley Irrigation District, the San Jose Canal Company of the Gila Valley Irrigation District, the Smithville Canal Company of the Gila Valley Irrigation District, the Union Canal Company of the Gila Valley Irrigation District, Sunset Ditch Company, Sunset Canal, New Model Canal Company, the Valley Canal Company, and the parties who have decreed rights above the San Carlos Reservoir and have filed pleadings supporting this stipulation (collectively the...
"Defendant Stipulators"), having stipulated, and good cause appearing, it is hereby ordered as follows:

1. The capitalized terms used in this Order shall be as defined in the UV Forbearance Agreement (attached to the Stipulation as Exhibit "B").

2. The UV Forbearance Agreement, including its third-party beneficiary provisions, is enforceable according to its terms by and against the Defendant Stipulators, the Plaintiff Stipulators, and any other party subject to the jurisdiction of this Court in this proceeding who, subsequent to this Order, executes the UV Forbearance Agreement in the manner provided therein, and to that extent, it is approved by this Court.

3. The Complaint Re: Pumping, filed on or about March 16, 2001, to the extent it contains allegations by or seeks relief for the Plaintiff Stipulators, shall be deemed to be dismissed as to the Plaintiff Stipulators on the Enforceability Date without further action by this Court. Such dismissal shall be without prejudice. The Gila River Indian Community (in any of the capacities it filed on or about March 16, 2001 the Complaint Re: Pumping), the San Carlos Irrigation and Drainage District, and the United States (in its capacities set forth in the Subparagraph 2.40 of the UV Forbearance Agreement) shall not re-file such complaint (or any of the allegations therein) with respect to any lands located in the Gila Valley Irrigation District, the Franklin Irrigation District, or New Mexico and are served by the New Model Community Ditch Association or the Sunset Ditch Company, or are lands owned by an Other UV Signatory, unless the UV Forbearance Agreement, with respect to such lands, has been terminated by a court of competent jurisdiction, but not a court of the Gila River Indian Community, pursuant to Subparagraph 4.16 of the UV Forbearance Agreement, or has otherwise been terminated in accordance with the provisions of Subparagraphs 4.17, 15.21 and 15.22.
4. The Gila River Indian Community (in any of the capacities it filed on or about March 16, 2001 the Complaint Re: Pumping), the San Carlos Irrigation and Drainage District, and the United States (in its capacities set forth in Subparagraph 2.40 of the UV Forbearance Agreement) shall be able to re-file such complaint (and any of the allegations therein) with respect to other lands, provided that such lands (a) are York Valley Lands owned by a Major YV Landowner who has not executed the UV Forbearance Agreement as of the Enforceability Date; (b) are Hot Lands that are not Special Hot Lands within six (6) months after the Enforceability Date; or (c) are other lands in the UV, not described in paragraph 3, regarding which any person or entity is acting in a manner Not in Compliance with the Agreement.

5. Nothing in the UV Forbearance Agreement or this Order shall be deemed, interpreted, or construed to modify, change, amend or alter the rights granted under the Globe Equity Decree, including, but not limited to the rights under such Decree of ASARCO LLC (as successor in interest to rights under the Globe Equity Decree), the San Carlos Apache Tribe, and of the United States on behalf of the San Carlos Apache Tribe.

6. Except for the agreements of the Plaintiff Stipulators to forego from exercising certain rights as provided by the UV Forbearance Agreement, nothing in the UV Forbearance Agreement or this Order shall be deemed, interpreted or construed to modify, amend, or alter the place of use of rights granted under the Globe Equity Decree.

7. This Order shall be null and void if the Enforceability Date does not occur on or before December 31, 2007.

8. Notwithstanding any other provision of this Order, the Plaintiff Stipulators may take any enforcement action available to them against any owner of Hot Lands with respect to such Hot Lands that has not executed the UV Forbearance Agreement by six (6)
9. Notwithstanding any other provision of this Order, the Plaintiff Stipulators may take any enforcement action available to them against any Major YV Landowner that has failed to execute the UV Forbearance Agreement as of the Enforceability Date, with respect to the York Valley Lands regarding which such owner has not signed the UV Forbearance Agreement.

Dated this 24th day of August, 2007.

Susan R. Bolton
United States District Judge