

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

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

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

**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

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\* 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.

1 Equity Decree continue to be subject to the jurisdiction of the United States District Court for the  
2 District of Arizona for purposes of decree enforcement.

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

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

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

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

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

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

1           9.       For purposes of determining compliance with the limitation on total Diversions of  
2 Section 8 hereof, the Community, Members and Allottees, and the United States on behalf of the  
3 Community, Members and Allottees, collectively, may Divert more than six hundred fifty-three  
4 thousand five hundred (653,500) acre-feet of Water in any Year or Years, provided that such  
5 Diversions, as calculated pursuant to Subparagraphs 4.2 through 4.5 of the Settlement Agreement,  
6 shall not exceed in the aggregate six million five hundred thirty-five thousand (6,535,000) acre-feet of  
7 Water for any period of ten (10) consecutive Years, reckoned in continuing progressive series,  
8 beginning on January 1 of the Year immediately succeeding the Year in which the Enforceability  
9 Date occurs. In no Year may the Community, Members and Allottees, and the United States on  
10 behalf of the Community, Members and Allottees, collectively, Divert an amount of water that would  
11 cause the aggregate Diversions for any period of ten (10) consecutive Years to exceed six million five  
12 hundred thirty-five thousand (6,535,000) acre-feet.

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

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

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

1 the Settlement Agreement.

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

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

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

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

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

23 18. The Community and the United States retain the respective rights specified in  
24 Subparagraphs 6.2, 25.12, 25.24, 28.1.3, 28.1.4 and 30.9 of the Settlement Agreement and  
25 Subparagraphs 4.8 through 4.10 of Exhibit 26.2 of the Settlement Agreement. For purposes of this  
26 Section 18, the Community and the United States shall be acting in the capacities as specifically set  
27 forth in each of the Subparagraphs referenced in this Section 18.

1           19. In exchange for the benefits realized under the Settlement Agreement and as  
2 authorized by the Act, the Parties have executed Waivers and Releases of Claims, attached as  
3 Exhibits 25.1 through 25.11 to the Settlement Agreement. These Waivers and Releases of Claims are  
4 attached hereto as Exhibits A.1-11 and are by this reference incorporated herein. For purposes of this  
5 Section 19, the Community and the United States shall be acting in the capacities as specifically set  
6 forth in each of the waivers referenced herein.

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

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

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

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

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

1 Adjudication or other court of competent jurisdiction.

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

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

8 DATED this 13th day of September, 2007.

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/s/ Eddward P. Ballinger, Jr.

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Eddward P. Ballinger Jr.  
Judge of the Superior Court

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A copy of this Judgment and Decree is sent to all  
14 persons on the Court approved mailing list for  
15 Contested Case No. W1-207 dated July 26, 2007.

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