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

4 IN RE: THE GENERAL)
5 ADJUDICATION OF ALL RIGHTS)
6 TO USE WATER IN THE GILA)
7 RIVER SYSTEM AND SOURCE)
8)
9)
10)

No. W-1 through W-4

Contested Case No. W1-209

**ORDER FOR SPECIAL
PROCEEDINGS FOR
CONSIDERATION OF THE
AMENDED AND RESTATED
WHITE MOUNTAIN APACHE
TRIBE WATER RIGHTS
QUANTIFICATION AGREEMENT**

11 **Contested Case Name:** *In re Amended and Restated White Mountain Apache Tribe*
12 *Water Rights Quantification Agreement.*

13 **HSR Involved:** None.

14 **Descriptive Summary:** Order of Judge Mark Brain, approving application of Settling
15 Parties, filed April 16, 2014, to commence special proceedings to consider the
16 Amended and Restated White Mountain Apache Tribe Water Rights Quantification
17 Agreement dated as of November 1 2012, (“WMAT Agreement”), which permanently
18 resolves the claims for water rights of the White Mountain Apache Tribe and its
19 Members, and the United States acting in its capacity as trustee for the White Mountain
20 Apache Tribe and its Members.

21 **Date of Filing:** April 29, 2014.

22 **Number of Pages:** 10, without attachments. Attachment A [11]; Attachment B [10];
23 Attachment C [4].

24 This matter came before the Court on April 22, 2014, upon the application of the White
25 Mountain Apache Tribe; the United States of America; the Salt River Valley Water Users’
26 Association; the Salt River Project Agricultural Improvement and Power District; the
27 Roosevelt Water Conversation District; Arizona Water Company; the Arizona Cities of
Avondale, Chandler, Glendale, Mesa, Peoria, Phoenix, Scottsdale and Tempe; the Arizona
Town of Gilbert; the Buckeye Irrigation Company; the Buckeye Water Conservation and
Drainage District; and the Central Arizona Water Conservation District (these parties
hereinafter referred to as the “WMAT Agreement Parties”) for an order for special

1 proceedings, pursuant to the Special Procedural Order Providing for the Approval of Federal
2 Water Rights Settlements, Including Those of Indian Tribes issued by the Arizona Supreme
3 Court on May 16, 1991.¹

4 Entry of an order for special proceedings is requested for the Court to consider a
5 stipulation among the WMAT Agreement Parties,² which sets forth the terms of the WMAT
6 Agreement, and incorporates and attaches as exhibits thereto copies of: (1) the WMAT
7 Agreement permanently resolving all claims for water rights of the White Mountain Apache
8 Tribe and its Members, and the United States acting in its capacity as trustee for the White
9 Mountain Apache Tribe and its Members;³ and (2) a proposed final judgment and decree
10 adjudicating the water rights of the White Mountain Apache Tribe, and the United States
11 acting in its capacity as trustee for the White Mountain Apache Tribe, as established in the
12 WMAT Agreement.⁴ The Court, having considered the Application for Special Proceedings
13 *ex parte*, as is authorized by paragraph B(1) of the Special Procedural Order, finds the
14 following:

15 1. The WMAT Agreement Parties, who are parties to this adjudication (the “Gila
16 River Adjudication”), have reached a proposed water rights quantification agreement
17 permanently resolving all claims for water rights of the White Mountain Apache Tribe and its
18 Members, and the United States acting in its capacity as trustee for the White Mountain
19 Apache Tribe and its Members, whose claimed water rights are subject to determination in this
20 adjudication. Congress ratified the WMAT Agreement in passing the White Mountain
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23 ¹ The application shall be referred to hereinafter as the “Application for Special Proceedings.”
24 The Supreme Court’s May 16, 1991 Order shall be referred to hereinafter as the “Special
25 Procedural Order.”

26 ² The stipulation, attached as Exhibit A to the Application for Special Proceedings, shall be
27 referred to hereinafter as the “Stipulation.”

³ The WMAT Agreement is attached as Exhibit A to the Stipulation.

⁴ The proposed final judgment and decree shall be referred to hereinafter as the “Proposed
Final Judgment and Decree” and is attached as Exhibit B to the Stipulation.

1 Apache Tribe Water Rights Quantification Act of 2010, Public Law.111-291, Title III, 124
2 Stat. 3063, 3073 (2010) (“WMAT Act”).

3 2. The Application for Special Proceedings satisfies the requirements of paragraph
4 B(1) of the Special Procedural Order issued by the Arizona Supreme Court as it contains: (1)
5 the Stipulation of the WMAT Agreement Parties, which sets forth the terms of the WMAT
6 Agreement and incorporates and attaches as exhibits thereto copies of the WMAT Agreement
7 and the Proposed Final Judgment and Decree adjudicating the water rights of the White
8 Mountain Apache Tribe and its Members, and the United States acting in its capacity as
9 trustee for the White Mountain Apache Tribe and its Members, as established in the WMAT
10 Agreement; (2) a request that the Court enter an order approving the WMAT Agreement, the
11 Stipulation and the Proposed Final Judgment and Decree; (3) a description of the special
12 circumstances that prevent the consideration of the WMAT Agreement in the normal course
13 of the Gila River Adjudication; (4) a proposed order to commence the special proceedings,
14 attaching a description of the terms of the WMAT Agreement, a copy of the Special
15 Procedural Order and a proposed Notice of Settlement; and (5) information indicating the
16 location of copies of the WMAT Agreement and supporting documents available for review.

17 3. The WMAT Agreement Parties have satisfied paragraph A of the Supreme
18 Court’s Special Procedural Order which specifies the conditions warranting special
19 procedures to consider the proposed WMAT Agreement:

20 a. The WMAT Agreement involves the claimed water rights of the White
21 Mountain Apache Tribe and its Members, which are the subject of statement of claimant
22 number 39-12168 and 39-64259, as amended filed by the United States for the benefit of the
23 White Mountain Apache Tribe and its Members, and statement of claimant numbers 39-
24 16945, 39-16946, 39-16947, and 39-16948 filed by the White Mountain Apache Tribe on
25 behalf of itself and its Members in this action. The claims of the United States acting in its
26 capacity as trustee for the White Mountain Apache Tribe and its Members, and of the White
27 Mountain Apache Tribe on behalf of itself and its Members, are within the jurisdiction of the

1 Court under the principles of *Arizona v. San Carlos Apache Tribe of Arizona*, 463 U.S. 545
2 (1983) and *United States v. Superior Court et al.*, 144 Ariz. 265, 697 P.2d 658 (1985).

3 b. The WMAT Agreement Parties include the White Mountain Apache Tribe,
4 the United States, and other claimants in the Gila River Adjudication whose claimed water
5 rights are adverse to those of the White Mountain Apache Tribe.

6 c. The WMAT Agreement permanently resolves the claims for water rights of
7 the White Mountain Apache Tribe, an Indian tribe, and its Members, and the United States
8 acting in its capacity as trustee for the White Mountain Apache Tribe and its Members. A
9 description of the water rights of the White Mountain Apache Tribe, and the United States
10 acting in its capacity as trustee for the White Mountain Apache Tribe, as established in the
11 WMAT Agreement, is set forth in Attachment A to this Order, which description is
12 incorporated by reference herein.

13 d. The WMAT Agreement has been confirmed by Congress in the WMAT Act,
14 but Congress' confirmation is conditioned upon approval of the proposed Final Judgment and
15 Decree, an exhibit to the WMAT Agreement, by the Court.

16 e. There are special circumstances preventing the consideration of the WMAT
17 Agreement, the Stipulation and the proposed Final Judgment and Decree in the normal course
18 of the Gila River Adjudication. Section 309(d)(1)(F) of the Act requires that the Proposed
19 Judgment be approved in this proceeding no later than April 30, 2021. If the Proposed Final
20 Judgment and Decree is not approved in this proceeding on or before April 30, 2021, the Act
21 will be repealed as of May 1, 2021, any action authorized to be taken by the Secretary
22 pursuant to any provision of the Act will be void, and the WMAT, its Members and the United
23 States on their behalf will retain all claims for water rights and injury to water rights that are
24 the subject of the WMAT Agreement. *See* WMAT Act, Section 309(d)(2). Under the normal
25 course of the Gila River Adjudication, the claims for water rights of the White Mountain
26 Apache Tribe and its Members would not be considered by the Court prior to April 30, 2021.
27 In addition, the rural water supply project authorized under the WMAT Agreement cannot be

1 constructed until the WMAT Agreement and the Proposed Judgment and Decree become fully
2 enforceable. Early consideration and approval of the WMAT Agreement, the Stipulation and
3 the proposed Final Judgment and Decree by this Court would satisfy this condition for
4 commencement of construction of the project and avoid unnecessary cost increases, which
5 would occur with the passage of time.

6 4. The claimed water rights of the WMAT Agreement Parties, other than the White
7 Mountain Apache Tribe on behalf of itself and its Members and the United States acting in its
8 capacity as trustee for the White Mountain Apache Tribe and its Members, will not be
9 adjudicated in the special proceedings requested by the WMAT Agreement Parties; rather,
10 these claimed water rights will be adjudicated in the due course of the Gila River
11 Adjudication.

12 5. The WMAT Agreement, which permanently resolves all of the claims for water
13 rights of the White Mountain Apache Tribe and its Members, and of the United States acting
14 in its capacity as trustee for the White Mountain Apache Tribe and its Members, is a lengthy
15 and complex agreement involving many parties, many separate documents and attachments,
16 exchanges of water, and both monetary and nonmonetary consideration. The Hydrographic
17 Survey Report (“HSR”) concerning present and potential water uses of the White Mountain
18 Apache Tribe and its Members, which would be prepared by the Arizona Department of Water
19 Resources (“ADWR”) in the normal course of the Gila River Adjudication to assist the Court
20 and parties, has not been completed and is not even scheduled to be completed. Without the
21 expert assistance of ADWR, it will be difficult for the Court and other parties to the Gila
22 River Adjudication to understand and evaluate the WMAT Agreement. As a consequence, it
23 is appropriate for the Court to order ADWR to prepare a factual analysis and technical
24 assessment of the WMAT Agreement as is authorized by paragraph B(3)(f) of the Supreme
25 Court’s Special Procedural Order.

26 6. Because of the complexity of the special proceedings, the number of parties
27 expected to be involved, and the time anticipated for pre-hearing conferences and hearings, it

1 is also appropriate for the Court to refer the consideration of the WMAT Agreement, the
2 Stipulation, and the proposed Final Judgment and Decree to the Special Master appointed
3 under the provisions of Section 45-255, Arizona Revised Statutes Annotated, as authorized by
4 paragraph D(4) of the Supreme Court's Special Procedural Order and Rule 53 of the Arizona
5 Rules of Civil Procedure.

6 NOW, THEREFORE, IT IS ORDERED as follows:

7 1. The Application for Special Proceedings to consider the WMAT Agreement, the
8 Stipulation, and the proposed Final Judgment and Decree, which permanently resolve all of
9 the claims for water rights of the White Mountain Apache Tribe and its Members, and of the
10 United States acting in its capacity as trustee for the White Mountain Apache Tribe and its
11 Members, is granted. The conditions warranting special procedures have been satisfied. The
12 WMAT Agreement Parties shall serve by mail copies of their Application for Special
13 Proceedings and this Order upon all persons listed in the Court-approved mailing list for the
14 Gila River Adjudication.

15 2. The special proceedings with respect to the WMAT Agreement, Stipulation and
16 proposed Final Judgment and Decree shall be conducted in accordance with the Special
17 Procedural Order Providing for the Approval of Federal Water Rights Settlements, Including
18 Those of Indian Tribes, issued by the Arizona Supreme Court on May 16, 1991, which is
19 attached to this Order as Attachment B.

20 3. The Court will consider the WMAT Agreement, the Stipulation and the proposed
21 Final Judgment and Decree under the criteria enumerated by the Arizona Supreme Court in
22 paragraph D(6) of its Special Procedural Order. Except to the extent that the express terms of
23 the WMAT Agreement, the Stipulation and the Proposed Final Judgment and Decree provide
24 otherwise, if the Court approves the Stipulation and the WMAT Agreement, and enters the
25 Proposed Final Judgment and Decree adjudicating the water rights of the White Mountain
26 Apache Tribe and its Members, and of the United States acting in its capacity as trustee for the
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1 White Mountain Apache Tribe and its Members, the Proposed Final Judgment and Decree will
2 be binding upon all parties to the Gila River general stream adjudication.

3 4. ADWR shall file with the Court no later than Friday, July 25, 2014, a factual
4 analysis and technical assessment of the WMAT Agreement. ADWR's report shall including
5 the following: (1) a review of the terms of the WMAT Agreement; (2) a summary of the
6 statements of claimant filed by or on behalf of the WMAT and its Members; (3) a brief
7 description of the history, physical characteristics, and natural resources (including an estimate
8 of the arable acreage) of the White Mountain Apache Tribe and its reservation, emphasizing
9 those facts, events, and plans which may be important in ascertaining the water rights of the
10 reservation; (4) a determination of whether there is a reasonable basis to conclude that the
11 water rights of the White Mountain Apache Tribe and its Members, and the United States
12 acting in its capacity as trustee for the White Mountain Apache Tribe and its Members, as
13 established in the WMAT Agreement and the Proposed Final Judgment and Decree, from
14 sources subject to the jurisdiction of the Court,⁵ are no more extensive than the water rights
15 that the White Mountain Apache Tribe acting on behalf of itself and its Members, and the
16 United States acting in its capacity as trustee for the White Mountain Apache Tribe and its
17 Members, would be able to prove to a degree of reasonable probability at the trial of these
18 claimed rights in the due course of the Gila River Adjudication; (5) the probable depletion of
19 water resources in the Gila River system and source as a result of the WMAT Agreement; (6)
20 the probable impact of the WMAT Agreement upon categories of other claimants in the
21 adjudication; (7) the probable impact of the WMAT Agreement upon the groundwater uses on
22 or in the vicinity of the reservation; and (8) other important impacts or consequences that
23 might result from the WMAT Agreement. The WMAT Agreement Parties are ordered to meet

24 ⁵ The Arizona Supreme Court's February 19, 2010 Order in Case Nos. WC-07-0001-IR and
25 WC-07-0003 (consolidated), which approved the Amended and Restated Gila River Indian
26 Community Water Rights Settlement Agreement, establishes that only water sources within
27 the river system and source subject to the Court's jurisdiction must be considered as part of
the Special Procedural Order's Paragraph D(6)(B) analysis. *See* February 19, 2010 Order,
¶23.

1 with ADWR and to provide ADWR with information and documents necessary for ADWR to
2 complete its factual analysis and technical assessment (including information comparing the
3 WMAT Agreement to the amount of water the White Mountain Apache Tribe on behalf of
4 itself and its Members, and the United States acting in its capacity as trustee for the White
5 Mountain Apache Tribe and its Members, could reasonably prove at a trial of its claimed
6 water rights). Upon filing the report with the Court, ADWR is ordered to serve a copy of the
7 report upon each person appearing on the Court-approved mailing list for the Gila River
8 Adjudication.

9 5. After the filing of the ADWR report, the WMAT Agreement Parties shall present a
10 program in two separate meetings to provide interested parties in the Gila River Adjudication
11 and the public with information about the WMAT Agreement. The program will include a
12 statement that the program has been ordered by the Court, a disclaimer indicating that the
13 WMAT Agreement Parties' interests in the WMAT Agreement may be adverse to the interests
14 of other parties in the Gila River Adjudication, a description of the terms and conditions of the
15 WMAT Agreement, an announcement of the availability of the ADWR factual analysis and
16 technical assessment, and an announcement of the date objections to the WMAT Agreement
17 must be filed. At the program, the WMAT Agreement Parties shall make copies of this Order
18 (including attachments) available to those persons who are present. The first meeting will be
19 held in Globe at 7:00 p.m. (MST) on Tuesday, July 29, 2014, at the Gila County Board of
20 Supervisors Chambers, 1400 Ash Street, Room 202, Globe, Arizona. The second meeting will
21 be held in Phoenix at 6:00 p.m. (MST) on Thursday, August 14, 2014, at the Phoenix City
22 Hall, Assembly Room A, 200 West Washington Street, Phoenix, Arizona.

23 6. The WMAT Agreement Parties shall serve by first-class mail a notice upon all
24 claimants (and all assignees and transferees of claimants, to the extent they appear in ADWR's
25 records) in the Gila River general stream adjudication, notifying them of the application to
26 approve the WMAT Agreement involving the water rights of the White Mountain Apache
27 Tribe; the pendency of this special proceeding; the time, date, and location of the

1 informational meetings described in the preceding paragraph; and advising them where
2 complete copies of the application for special proceedings and this Order may be found. The
3 Court approves the use of the Notice of Settlement attached hereto as Attachment C. The
4 Settling Parties shall publish a copy of the Notice of Settlement in two newspapers of general
5 circulation within the geographical area encompassed by the Gila River Adjudication at least
6 once a week for three consecutive weeks, beginning no later than fourteen (14) days after the
7 date of entry of this Order.

8 7. Objections to the application to approve the WMAT Agreement shall be filed with
9 the Clerk of the Court in and for Maricopa County no later than Monday, September 8, 2014.


10 8. Any WMAT Agreement Party who is a claimant in the Gila River Adjudication may
11 file a response to an objection no later than Monday, September 29, 2014.

12 9. The WMAT Agreement Parties shall promptly provide both ADWR and the Special
13 Master with complete copies of the WMAT Agreement, including copies of all attachments
14 and documents referred to or incorporated therein, a copy of the WMAT Act, and a copy of
15 any printed congressional report concerning that federal legislation. ADWR shall make its set
16 of these documents available for public inspection and copying at its headquarters during its
17 normal business hours. The WMAT Agreement Parties shall also provide a complete copy of
18 the WMAT Agreement, including copies of all attachments, and a copy of the WMAT Act, to
19 the offices of the Clerks of the Superior Court in every Arizona County located within the Gila
20 River System and Source promptly upon issuance of the Order for Special Proceedings.

21 10. The pretrial orders of the Court and the Rules for Proceedings Before the Special
22 Master apply to these special proceedings to the extent that they are consistent with the
23 Supreme Court's Special Procedural Order.

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DATED this 29 day of April, 2014.



Hon. Mark H. Brain
Judge of the Superior Court

ATTACHMENT A

Description of the Proposed Water Rights and Other Terms Of the Amended and Restated White Mountain Apache Tribe Water Rights Quantification Agreement

As Represented to the Gila River Adjudication Court by the WMAT Parties

1. The Amended and Restated White Mountain Apache Tribe Water Rights Quantification Agreement (“WMAT Agreement”) resolves the claims for Water Rights of the White Mountain Apache Tribe (“WMAT”), on behalf of itself and its Members, and of the United States acting in its capacity as trustee for the WMAT and its Members. The rights of the WMAT, and the United States acting in its capacity as trustee for the WMAT and its Members, as agreed upon in the WMAT Agreement and set forth in the proposed stipulation and proposed judgment and decree, are summarized in this Description of Proposed Water Rights.¹

2. The capitalized terms used in this Description of Proposed Water Rights are defined as stated in the WMAT Agreement.

3. The Water Rights described in Section 4 of this Description of Water Rights shall be held in trust by the United States on behalf of the WMAT as provided in Section 305(a)(1) of the Act and shall not be subject to forfeiture or abandonment pursuant to Section 305(a)(2) of the Act.

4. As provided in paragraphs 4.0 and 5.0 of the WMAT Agreement and in Section 5 of the Proposed Judgment and Decree to be entered by the Gila River

¹The Description of Water Rights set forth in this Attachment A is not intended to supersede the terms of the WMAT Agreement among the WMAT Parties. In the event any aspect of the description contained herein varies from or conflicts with the terms of the WMAT Agreement, the terms of the WMAT Agreement are controlling and should be consulted.

Adjudication Court,² the WMAT and the United States acting in its capacity as trustee for the WMAT shall have:

A. The permanent right to Divert for Use on the Reservation and on Off-Reservation Trust Land the Maximum Annual Diversion Amount of 71,000 AFY from all sources of Surface Water on the Reservation and on Off-Reservation Trust Land within the Salt River Watershed, provided that the Maximum Annual Depletion Amount of all such Diversions shall not exceed 25,800 AFY;

B. Commencing after the Year 2100, the additional permanent right to Divert for Use on the Reservation and on Off-Reservation Trust Land the additional Maximum Annual Diversion Amount of 3,000 AFY from all sources of Surface Water on the Reservation and on Off-Reservation Trust Land within the Salt River Watershed, provided the additional Maximum Annual Depletion Amount of all of such Diversions does not exceed 1,200 AFY;

C. As provided in Paragraphs 4.0 and 6.0 and Subparagraph 5.4 of the WMAT Agreement, the permanent right to Divert Groundwater from any location within the Reservation and on Off-Reservation Trust Land, subject to the Maximum Annual Diversion Amounts and the Maximum Annual Depletion Amounts specified in Sections 4A and 4B hereof;

D. The additional permanent right to Divert for Use on the Reservation and on Off-Reservation Trust Land the additional Maximum Annual Diversion Amount of at least 25,000 AFY from all sources of Surface Water on the Reservation and on Off-Reservation Trust Land within the Salt River Watershed pursuant to an exchange of WMAT CAP Water in accordance with the terms of Paragraph 7.0 of the WMAT Agreement, provided the additional Maximum

² The Proposed Judgment and Decree to be entered by the Gila River Adjudication Court is attached as exhibit 12.9.6.1 to the WMAT Agreement and is referred to hereinafter as the Proposed Gila River Judgment and Decree.

Annual Depletion Amount of all of such Diversions from any exchange does not exceed 25,000 AFY.

5. For purposes of calculating Diversions and Depletions as provided in the WMAT Agreement:

A. All Water Diverted or Depleted on the Reservation or on Off-Reservation Trust Land by Members or pursuant to any agreement or authorization by the WMAT or the United States acting in its capacity as trustee for the WMAT shall be considered to be Diverted or Depleted by the WMAT or the United States acting in its capacity as trustee for the WMAT.

B. All Diversions of Water in each Year within the Reservation and on Off-Reservation Trust Land, together with all WMAT CAP Water used by the WMAT outside of the Reservation and outside of Off-Reservation Trust land, and all WMAT CAP Water leased to others or exchanged pursuant to Paragraphs 7.0, 9.0 and 10.0 of the WMAT Agreement, shall be counted in determining compliance by the WMAT and the United States acting in its capacity as trustee for the WMAT with the Maximum Annual Diversion Amounts specified in Paragraph 4.0 and Subparagraphs 5.1, 5.2 and 5.3 of the WMAT Agreement. Diversions shall be measured or calculated as provided in Paragraph 11.0 of the WMAT Agreement.

C. All Depletions of Water in each Year from Diversions of Water within the Reservation and on Off-Reservation Trust Land, together with all WMAT CAP Water used by the WMAT outside of the Reservation and outside of Off-Reservation Trust land, and all WMAT CAP Water leased to others or exchanged pursuant to Paragraphs 7.0, 9.0 and 10.0 of the WMAT Agreement, shall be counted in determining compliance by the WMAT and the United States acting in its capacity as trustee for the WMAT with the Maximum Annual

Depletion Amounts specified in Paragraph 4.0 and Subparagraphs 5.1, 5.2 and 5.3 of the WMAT Agreement. Depletions shall be measured or calculated as provided in Paragraph 11.0 of the WMAT Agreement.

D. Notwithstanding anything to the contrary in the WMAT Agreement or the Proposed Gila River Judgment and Decree, any Diversions of Water by the WMAT or the United States acting in its capacity as trustee for the WMAT on the Reservation and on Off-Reservation Trust land within the Salt River Watershed that occur when the Salt River Reservoir System is full and the amount of Water in the Salt River Reservoir System is increasing shall not be counted in determining compliance with the Maximum Annual Diversion Amount from the Salt River Watershed specified in Paragraph 4.0 and Subparagraphs 5.1 and 5.2 of the WMAT Agreement. Likewise, any Depletions of Water Diverted under the circumstances described in the preceding sentence shall not be counted in determining compliance with the Maximum Annual Depletion Amount from the Salt River Watershed specified in Paragraph 4.0 and Subparagraphs 5.1 and 5.2 of the WMAT Agreement. The Salt River Reservoir System shall be deemed full for purposes of this Subparagraph when the volume of Water stored in the Salt River Reservoir System is equal to the capacity of the Salt River Reservoir System. For purposes of this Subparagraph, the capacity of the Salt River Reservoir System shall mean the capacity of those reservoirs, including the new conservation space in Modified Theodore Roosevelt Dam, available to store Water on a continuous basis for irrigation, power, municipal, industrial or other purposes. SRP shall notify the WMAT and the United States acting in its capacity as trustee for the WMAT of an impending spill as soon as practicable and notify them of the date the spill ends.

E. In the event the Maximum Annual Diversion Amounts or the Maximum Annual Depletion Amounts specified in Paragraph 4.0 and Subparagraphs 5.1, 5.2 and 5.3 of the WMAT Agreement are exceeded in any Year by the WMAT or the United States acting in its capacity as trustee for the WMAT, then the Maximum Annual Diversion Amounts or the Maximum Annual Depletion Amounts, as applicable, shall be reduced by the amount of any such exceedance for such Water source in the following Year.

F. Except as provided in Subparagraph 4.6 of the WMAT Agreement, all Uses of Water on land outside of the Reservation, if and when that land is subsequently and finally determined to be part of the Reservation through resolution of any dispute between the WMAT and the United States over the location of the Reservation boundary, and any fee land within the Reservation placed into trust and made part of the Reservation, shall be subject to the Maximum Annual Diversion Amounts and the Maximum Annual Depletion Amounts specified in Paragraph 4.0 and Subparagraphs 5.1, 5.2, and 5.3 of the WMAT Agreement.

G. All Diversions and Depletions associated with the operation of the White Mountain Apache Tribe Rural water system, authorized under Section 307 of the Act, shall be subject to the terms of the WMAT Agreement.

6. The United States, acting in its capacity as trustee for the WMAT, and the WMAT have asserted claims to Water in the Gila River Adjudication Proceedings from the Salt River Watershed, Claim Number 39-12168 and Number 39-64259, as amended (United States), and Claim Numbers 39-16945, 39-16946, 39-16947, and 39-16948 (WMAT). These claims contemplate construction of reservoirs along the White River, Black River, Carrizo Creek, Bonito Creek and Salt River. Except for the White Mountain Apache Tribe Rural Water System as authorized in Section 307 of the Act, the

WMAT Agreement does not authorize the construction of any such reservoir. Except as provided in this Section 6, prior to the construction of any reservoir having a capacity of greater than 2,000 acre-feet, the WMAT and the Secretary shall execute a separate agreement with SRP regarding the operation of any such new reservoir. No such separate agreement shall be required for Large Reservoirs, Miner Flat Dam and Reservoir, and one Large Reservoir on the White River below Miner Flat Dam with an Active Conservation Capacity not exceeding 10,000 acre-feet.

7. Except as provided in this Section 7, if the combined aggregate amount of Water stored in Large Reservoirs on May 1 of each Year is greater than the percentage of Active Conservation Capacity shown by the point of intersect of the line on WMAT exhibit 5.7.2 to the WMAT Agreement relative to Net SRP Reservoir Storage on May 1 of each Year, the Water in storage in such Large Reservoirs in excess of the percentage of Active Conservation Capacity at the point of intersect on WMAT Agreement Exhibit 5.7.2 shall be either:

A. Released by the WMAT or the United States acting in its capacity as trustee for the WMAT from one or more of the Large Reservoirs no later than July 1 of such Year to flow off of the Reservation, or

B. Deducted from any existing long term storage credits the WMAT may possess on May 1 of such Year as the result of the recharge and storage of CAP Water, provided that such credits are transferred to SRP by June 1 of such Year and the WMAT or the United States acting in its capacity as trustee for the WMAT pays for the costs and charges associated with such transfer including the cost of recovery of such stored Water, or

C. Reduced to the requisite percentage of Active Conservation Capacity through a combination of releases as described in Section 7A herein and deductions of existing long term storage credits as described in Section 7B herein.

The requirements described in this Section 7 do not apply to Miner Flat Dam and Reservoir located on the north fork of the White River with a capacity of not more than 9,000 acre-feet, or one Large Reservoir on the White River below Miner Flat Dam with an Active Conservation Capacity not exceeding 10,000 acre-feet. The WMAT may exchange CAP Water for the purpose of storage in reservoirs located on the Reservation. For purposes of the calculation described in this Section 7, the amount of CAP Water exchanged with SRP or others and stored within Large Reservoirs on the Reservation shall not be included within the combined aggregate amount of Water stored in Large Reservoirs on May 1 of each Year. Any exchange of WMAT CAP Water shall be in accordance with the terms of Paragraph 7.0 of the WMAT Agreement.

8. The priority date for the administration of the Water Rights of the WMAT and the United States acting in its capacity as trustee for the WMAT from the Salt River and its tributaries described in Sections 3, 4A, 4B and 4C hereof for Uses on the Reservation shall be November 9, 1871. The priority date for the administration of the Water Rights of the WMAT and the United States acting in its capacity as trustee for the WMAT from the Salt River and its tributaries described in Sections 3, 4A, 4B and 4C hereof for Uses on Off-Reservation Trust Lands shall be November 4, 1985. Except as provided in Section 20 hereof, upon entry of the Proposed Gila River Judgment and Decree, the Water Rights described in Sections 3, 4A, 4B and 4C hereof and this Section 8 shall be binding on all parties to the Gila River Adjudication.

9. The Water Rights of the WMAT and the United States acting in its capacity as trustee for the WMAT as quantified in Paragraph 4.0 of the WMAT Agreement may be used for any Use on the Reservation, including any land finally determined to be part of the Reservation under Subparagraph 4.14 of the WMAT Agreement, or on Off-Reservation Trust Land; provided, however, that Use of WMAT CAP Water shall be as provided in Paragraph 7.0 of the WMAT Agreement.

10. Surface Water, Groundwater and Effluent purchased or acquired subsequent to the Enforceability Date by the WMAT or the United States acting in its capacity as trustee for the WMAT pursuant to state law from sources outside of the Reservation and outside of Off-Reservation Trust Land shall not be subject to the quantification limits of the WMAT's Water Rights specified in Paragraph 4.0 or Subparagraphs 5.1, 5.2 and 5.3 of the WMAT Agreement.

11. All land held by the United States in trust for the WMAT as Off-Reservation Trust Land and all land within the Reservation shall have only those Water Rights specifically quantified in Paragraph 4.0 of the WMAT Agreement for the WMAT and the United States acting in its capacity as trustee for the WMAT.

12. For each Year following the Year in which the Enforceability Date occurs, fourteen and eighty-one one hundredths (14.81) percent of the actual Annual Depletion Amount from all sources of Water Diverted on the Reservation and on Off-Reservation Trust Land within the Salt River Watershed, other than Depletions resulting from the exchange of WMAT CAP Water, calculated as provided in Paragraph 11.0 of the WMAT Agreement, shall be deducted by SRP from the Water credits of RWCD as provided in Paragraph 8.0 of the WMAT Agreement. Subject to Subparagraph 8.1.2 of the WMAT Agreement, the deductions from RWCD Water credits shall not exceed 4,000 AFY.

13. Reporting.

A. Within thirty (30) days of the inspections of measuring and recording devices required by Subparagraph 11.1.1 of the WMAT Agreement, the WMAT or the United States acting in its capacity as trustee for the WMAT shall file with this Court or with the Court in the Little Colorado River Adjudication Proceedings, as applicable determined by the location of the point of Diversion of Water to be measured by the particular device, a certified copy of the report by the registered professional engineer or similarly qualified person that sets forth the

findings of the inspection and verification that the measuring and recording devices and procedures satisfy industry standards.

B. No later than March 1 of the second Year following the Year in which the Enforceability Date occurs, and on March 1 of each Year thereafter, the WMAT or the United States acting in its capacity as trustee for the WMAT shall file with the Court, in the form attached as exhibit 11.2 to the WMAT Agreement or as may otherwise be required by the Court, a report showing: (1) all amounts of Water, by source, Diverted on the Reservation and on Off-Reservation Trust Land under Paragraphs 5.0 and 6.0 of the WMAT Agreement in the Year immediately preceding the Year in which the report is filed; (2) all Depletions of Water, by source, measured or calculated as provided in Subparagraphs 11.3, 11.4 and 11.5 of the WMAT Agreement; (3) all amounts of WMAT CAP Water delivered to others in exchange for the Diversion of Water on the Reservation and on Off-Reservation Trust Land by WMAT from sources located within the Salt River Watershed; (4) all amounts of WMAT CAP Water recharged; (5) all amounts of WMAT CAP Water leased to others; and (6) all amounts of WMAT CAP Water otherwise used by the WMAT.

C. Any Party may petition this Court to modify the form set forth in exhibit 11.2 to the WMAT Agreement to ensure accurate reporting of the WMAT Water Diversions and Depletions. Any other Party may object to such petition.

14. Except as set forth in the WMAT Agreement and the Act, the benefits realized by the WMAT and its Members under the WMAT Agreement and the Act shall be in full satisfaction of all claims of the WMAT and its Members, and the United States acting as trustee for the benefit of the WMAT and its Members, for Water Rights and Injury to Water Rights under Federal, State, or other law with respect to the Reservation and Off-Reservation Trust Land.

15. Except as provided in Subparagraph 12.6.1(i) and 12.7.1(f) of the WMAT Agreement, the WMAT and the United States acting in its capacity as trustee for the WMAT shall not: (1) object to the usage of any well located outside the boundaries of the Reservation or the Off-Reservation Trust Land in existence on the Enforceability Date; or (2) object to, dispute or challenge after the Enforceability Date the drilling of any well or the withdrawal and Use of Water from any well in the Gila River Adjudication Proceedings or in any other judicial or administrative proceedings.

16. Nothing in the Proposed Gila River Judgment and Decree, the WMAT Agreement or the Act, recognizes or establishes any right of a Member to Water on the Reservation or on Off-Reservation Trust Land. Any entitlement to Water for Use on lands within the exterior boundaries of the Reservation and Off-Reservation Trust Land shall be satisfied out of the Water resources described in Section 4 hereof, except as provided in Section 10 hereof.

17. Except for Use of WMAT CAP Water as provided in Paragraph 7.0 of the WMAT Agreement, no Water available for Use by the WMAT or by the United States acting in its capacity as trustee for the WMAT under the WMAT Agreement and the Act may be sold, leased, transferred or used outside the boundaries of the Reservation or Off-Reservation Trust Land other than pursuant to an exchange.

18. In exchange for the benefits realized under the WMAT Agreement and as authorized by the Act, the Parties have executed Waivers and Releases of Claims, attached as exhibits 12.1, 12.2, 12.3, and 12.4 to the WMAT Agreement. These Waivers and Releases of Claims are attached as Exhibits B, C, D, and E to the Proposed Gila River Judgment and Decree and are by reference incorporated therein. For purposes of this Section 18, the United States shall be acting in the capacities as specifically set forth in each of the waivers referenced herein.

19. The claims of the WMAT and its Members, and the United States acting in its capacity as trustee for the WMAT and its Members, to Water from the Gila River System and Source are fully, finally and permanently adjudicated by the Proposed Gila River Judgment and Decree.

20. Nothing in the Proposed Gila River Judgment and Decree or the WMAT Agreement shall be construed to quantify or otherwise affect the Water Rights, claims or entitlements to Water of any Arizona Indian tribe, band or community, or the United States on their behalf, other than the WMAT and the United States acting in its capacity as trustee for the WMAT and its Members.

21. Nothing in the WMAT Agreement shall affect the right of any Party, other than the WMAT and the United States, acting in its capacity as trustee for the WMAT and its Members, 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.

22. The adjudication of Water Rights to the WMAT, and the United States acting in its capacity as trustee for the WMAT, pursuant to the Proposed Gila River Judgment and Decree is limited to Water Rights to the Gila River System and Source.

23. The Gila River Adjudication Court will retain jurisdiction over this matter for enforcement of the Proposed Gila River Judgment and Decree and the WMAT Agreement, including the entry of injunctions, restraining orders or other remedies under law or equity.

ATTACHMENT B
to the Order

5/16/91

FILED
MAY 16 1991
MOEL K. DESSAINT
CLERK SUPREME COURT
BY [Signature]

IN THE SUPREME COURT OF THE STATE OF ARIZONA

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

) Supreme Court Nos. Wc-79-0001
) through WC-79-0004 (consolidated)
) [WC-1, WC-2, WC-3 and WC-4
) (consolidated)
)
) Maricopa County Superior Court
) Nos. W-1, W-2, W-3 and W-4
) (consolidated)
)
) SPECIAL PROCEDURAL ORDER
) PROVIDING FOR THE APPROVAL
) OF FEDERAL WATER RIGHTS
) SETTLEMENTS, INCLUDING THOSE
) OF INDIAN TRIBES
)
)
)

Pursuant to Article 6, § 5 of the Arizona Constitution, and A.R.S. § 45-259 the following procedure is adopted for the approval of settlements of Indian water rights or water rights for other federal reservations arising in this adjudication:

A. Conditions Warranting Special Proceedings

Indian water rights or water rights for other federal reservations may be established in special proceedings in this general adjudication action which is subject to Article 9, Chapter 1 of Title 45, Arizona Revised Statutes, under the following conditions:

1. The Indian water rights or water rights for other federal reservation are the subject of a claim in the general adjudication action that is within the jurisdiction of the court;
2. The Indian water rights or water rights for other federal reservation have been determined in a settlement agreement among the Indian tribe (in the case of a settlement of Indian water rights), the United States, and a group of claimants in the general adjudication action whose claims are adverse to the claim of the United States or the Indian tribe (in the case of a settlement of Indian water rights);

3. The settlement agreement that determines the Indian water rights or water rights for other federal reservation has been confirmed by an act of Congress or the appropriate federal agency;

4. The terms of the settlement agreement, or the act of Congress or the appropriate federal agency that confirms it require that the settlement agreement be approved by the general adjudication court or are conditioned upon such approval; and

5. There are special circumstances that prevent the consideration of the settlement agreement in the normal course of the adjudication.

B. Application and Order for Special Proceedings

1. Special proceedings under this order shall be conducted pursuant to an order for special proceedings issued in the general adjudication action upon the application of one or more of the parties to the settlement agreement. The application may be filed ex parte and shall include:

- a. a stipulation of the parties to the settlement agreement setting forth the terms of the settlement agreement;
- b. a request that the general adjudication court enter an order approving the stipulation and a final judgment adjudicating the Indian water rights or water rights for other federal reservation as set forth in the stipulation;
- c. the special circumstances that prevent the consideration of the settlement agreement in the normal course of the adjudication;
- d. a proposed form of order directing that special proceedings be conducted to approve the stipulation and adjudicate the Indian water rights or water rights for other federal reservation as set

forth in the stipulation; and

e. information indicating the location of copies of the settlement agreement and supporting documents, which must be made available for review.

2. Upon the filing of the application, the general adjudication court shall grant the application and enter the order for special proceedings, if the court determines that the application satisfies the conditions specified in part A. and the requirements of part B.1.

3. The order for special proceedings shall contain the following statements and directions:

a. a statement of the general adjudication court's findings, which may be based upon representations made in the application, that the conditions enumerated in part A. are satisfied and that special proceedings are thus warranted;

b. a description of the Indian water rights or water rights for other federal reservation as agreed upon in the settlement agreement and set forth in the stipulation;

c. a statement that special proceedings with respect to the settlement agreement shall be conducted in accordance with this order, a copy of which shall be attached to the order for special proceedings, and a direction that the application and order for special proceedings shall be served forthwith in accordance with part E. of this order;

d. a statement of the terms of other general procedural orders, if any, established by the general adjudication court, that are applicable to such special proceedings and are not inconsistent

with this order;

- e. a statement that if the general adjudication court approves the stipulation between the parties to the settlement agreement and enters a final judgment adjudicating the Indian water rights or water rights for other federal reservation, the judgment will be binding upon all parties to the general adjudication; and
- f. at the discretion of the general adjudication court, a direction to the Arizona Department of Water Resources ("DWR") to prepare a factual analysis and/or technical assessment of the Indian water rights or water rights for other federal reservation affected by the settlement and report to the adjudication court within 45 days.

C. Objections and Responses

- 1. Any claimant in the general adjudication may file an objection with the general adjudication court asserting that:
 - a. approval of the stipulation and adjudication of the Indian water rights or water rights for other federal reservation as set forth in the stipulation would cause material injury to the objector's claimed water right;
 - b. the conditions enumerated in part A. of this order have not been satisfied; or
 - c. the water rights established in the settlement agreement and set forth in the stipulation are more extensive than the Indian tribe or federal agency would have been able to establish at trial.

2. Objections shall include:

- a. the name and address of the objector;
- b. a description of the water rights asserted in the objector's claim;
- c. a statement of the legal basis for the objection, and the specific factual grounds upon which the objection is based;
- d. a list of any witnesses and exhibits that the objector intends to present at any hearing on the objection;
- e. any request for discovery relating to the objection and a statement as to the need for such discovery; and
- f. any other information the adjudication court may require in the order for summary proceedings.

3. Objections shall be filed within 45 days after the date of service of the order for special proceedings, or if a DWR report was requested by the adjudication court, within 45 days of the service of DWR's report.

4. Any party to the settlement agreement may file a response to each objection within 20 days after the time for filing objections has expired. The response shall include:

- a. any motion for summary disposition of the objection;
- b. a list of any witnesses and exhibits that the parties to the settlement agreement intend to present at any hearing on the objection;
- c. any request for discovery and a statement as to the

need for such discovery;

d. any objections to a request for discovery made by the objector;

e. a statement that the response is being concurrently served upon parties entitled to service in accordance with this order; and

f. any other information the adjudication court may require in the order for special proceedings.

D. Resolution of Objections

1. The general adjudication court shall conduct hearings to resolve motions for summary disposition of objections, to grant or deny requests for discovery, and to set for hearing objections that are not resolved by motion for summary disposition. Requests for discovery shall be granted for good cause shown, but the court shall establish a schedule within which any permitted discovery shall be completed.

2. Motions for summary disposition of objections shall be granted where an objector lacks standing to assert an objection, has no valid legal basis for an objection, where an objection raises no genuine issues of material fact regarding the alleged injury of an objector's claim of water rights or where the adjudication court, applying the standards for deciding motions for summary judgment under Ariz. R. Civ. P. 56, finds that summary disposition should be granted.

3. Where an objection is not resolved by motion for summary disposition, or where an objection is not the subject of a motion for summary disposition, the general adjudication court shall conduct expedited hearings on the objection.

4. The general adjudication court, in its discretion, may refer all or part of the special proceedings provided by this order to the special master appointed under the provisions of A.R.S. § 45-255. The general adjudication court may request the master's recommendation on the issue of approval, but shall not delegate to the special master the court's power to approve or decline to approve the stipulation or to enter a judgment accordingly.

5. Upon completion of all hearings on objections, and upon the receipt of the report of the master, if matters have been referred to the master, the general adjudication court shall enter a judgment either approving the stipulation and adjudicating the Indian water rights or water rights for other federal reservation as set forth in the stipulation or declining to do so.

6. The court shall approve the stipulation and adjudicate the Indian water rights or water rights for other federal reservation as set forth in the stipulation if, after hearing the evidence, it determines that the parties to the settlement have established by a preponderance of the evidence that:

a. there is a reasonable basis to conclude that the water rights of the Indian tribe or federal agency established in the settlement agreement and set forth in the stipulation are no more extensive than the Indian tribe or federal agency would have been able to prove at trial. In making this determination, the court may consider in addition to other evidence offered, the statement of claimant filed by the Indian tribe or federal agency and all supporting documentation;

b. the water rights of the objector could not be established at a trial on the objector's water rights; the water rights of the objector, if established at trial, would not be materially injured by the water rights of the Indian tribe or federal agency established in the settlement agreement and set forth in the stipulation; the objector is bound by the settlement agreement because the objector's interests were adequately represented by a party to the settlement agreement by virtue of the objector's relationship to such party; or under the express terms of the settlement agreement and the stipulation, the objector is not bound and, therefore, both the objector and the Indian tribe or federal agency may pursue their remedies against each other in the adjudication; and

c. the settlement agreement has been reached in good faith.

7. The general adjudication court's judgment approving the stipulation and adjudicating the Indian water rights or water rights for other federal reservation as set forth in the stipulation, or its order declining to do so, shall be reviewable by the Arizona Supreme Court pursuant to the Court's Special Procedural Order Providing for Interlocutory Appeals and Certifications.

E. Service and Notice

1. Parties to the settlement agreement shall serve a copy of the application for special proceedings together with a copy of the order for special proceedings in the manner provided in the adjudication court's Pre-Trial Order No. 1.

2. The parties to the settlement agreement shall provide notice by

mail to all claimants in the general adjudication, in a form approved by the adjudication court, notifying them of the pendency of the special proceeding, advising them as to where complete copies of the application for special proceedings and order may be found, and including whatever other information the adjudication court may require.

3. The adjudication court shall serve a copy of DWR's report, if one was requested, as provided in the adjudication court's Pre-Trial Order No. 1.

4. A claimant filing an objection shall serve it, and all subsequent filings relating to the objection upon the parties to the settlement agreement. The parties to the settlement agreement shall serve their response to an objection, and all subsequent filings relating to that objection, upon all the objecting parties. Service under this part shall be made in accordance with Ariz. R. Civ. P. 5(c)(1).

5. The adjudication court may in its discretion, require additional service of the application, objection, response, and other pleadings as deemed necessary in a given application, except that the final order of the court entered pursuant to part D.5. of this order shall be served pursuant to the adjudication court's Pre-Trial Order No. 1.

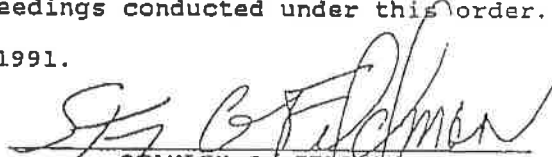
6. The adjudication court may, for good cause, extend the time limits established in parts B.3.f., C.3., and C.4. of this order.

7. The Clerk of the Superior Court for Maricopa County shall maintain a docket sheet on which all documents filed in the action shall be entered. Docket sheet entries shall identify each filed document by title of the document and a brief description of its contents. The clerk shall update the docket sheet at least biweekly and furnish copies of it on a

monthly basis to the Clerks of the Superior Court for all other counties. All clerks shall post in a prominent place a notice of the availability of the docket sheet in a form approved by the general adjudication court.

8. The Clerk of the Superior Court for Maricopa County shall maintain a separate special proceedings file which shall include copies of all documents filed in special proceedings conducted under this order.

DATED this 16th day of May, 1991.


STANLEY G. FELOMAN
Vice-Chief Justice

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Attachment C

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. W1-209

NOTICE OF PROPOSED
SETTLEMENT

*In re Amended and Restated White Mountain Apache Tribe Water Rights
Quantification Agreement.*

IMPORTANT NOTICE FOR CLAIMANTS IN THE GILA RIVER ADJUDICATION

Several parties to the Gila River adjudication have asked the Superior Court to approve the Amended and Restated White Mountain Apache Tribe Water Rights Quantification Agreement dated as of November 1, 2012 (“WMAT Agreement”), which resolves all claims for water rights of the White Mountain Apache Tribe and its Members, and the United States acting in its capacity as trustee for the White Mountain Apache Tribe and its Members. The claimed water rights of the White Mountain Apache Tribe and its Members, and the United States acting in its capacity as trustee for the White Mountain Apache Tribe and its Members, for the WMAT Reservation (as shown on the map, Attachment A), are subject to adjudication by this Court.

The parties to this WMAT Agreement (the “Settling Parties”) include: the White Mountain Apache Tribe; the United States of America; the State of Arizona; the Salt River Valley Water Users’ Association; the Salt River Project Agricultural Improvement and Power District; the Roosevelt Water Conversation District; Arizona Water Company; the Arizona Cities of Avondale, Chandler, Glendale, Mesa, Peoria, Phoenix, Scottsdale, Show Low and Tempe; the Arizona Town of Gilbert; the Buckeye Irrigation Company; the Buckeye Water Conservation and Drainage District; and the Central Arizona Water Conservation District.

YOU ARE HEREBY NOTIFIED that the Court is conducting special proceedings to determine whether the WMAT Agreement should be approved. If the Court approves the WMAT Agreement and enters a final judgment adjudicating the water rights claims of the White Mountain Apache Tribe and its Members, and the United States acting in its capacity as trustee for the White Mountain Apache Tribe and its Members, as set forth in a stipulation reflecting the principal terms of the WMAT Agreement, the judgment will be binding upon all parties to the Gila River general stream adjudication (“Gila River Adjudication”), except to

1 the extent that the express terms of the WMAT Agreement, stipulation and judgment provide
2 otherwise.

3 The Court may refer the consideration of the WMAT Agreement to the Special Master,
4 George A. Schade, Jr. After the completion of hearings on the WMAT Agreement, the
5 Special Master will submit to the Court a report setting forth his recommendations on the
6 issue of approval of the settlement. The Court retains its power to approve or decline to
7 approve the WMAT Agreement and to enter a judgment accordingly.

8 The Court has ordered the Arizona Department of Water Resources (ADWR), to
9 prepare a factual analysis and technical assessment of the WMAT Agreement. ADWR's
10 report must be completed by Friday, July 25, 2014. Representatives of ADWR have
11 participated in negotiations that have resulted in the WMAT Agreement.

12 The Court has also ordered the Settling Parties to conduct a program in two meetings to
13 provide interested parties in the Gila River Adjudication and the public with information about
14 the WMAT Agreement. The first meeting will be held in Globe at 7:00 p.m. (MST) on
15 Tuesday, July 29, 2014, at the Gila County Board of Supervisors Chambers, 1400 Ash Street,
16 Room 202, Globe, Arizona. The second meeting will be held in Phoenix at 6:00 p.m. on
17 Thursday, August 14, 2014, at the Phoenix City Hall, Assembly Room A, 200 West
18 Washington Street, Phoenix, Arizona.

19 Once ADWR's report is filed with the Court, claimants in the Gila River Adjudication
20 will have until Monday, September 8, 2014, in which to file any objections they might have to
21 the WMAT Agreement. The Court or Special Master will thereafter schedule hearings on the
22 WMAT Agreement and any objections to the WMAT Agreement.

23 You or your predecessor has filed a statement of claimant for water uses in the Gila
24 River system and source. Your claimed water rights may be affected by the WMAT
25 Agreement. To help you determine whether you should file an objection to the WMAT
26 Agreement, you should review the application filed by the parties to the WMAT Agreement;
27 the Court's Order of April 29, 2014, authorizing these special proceedings; the settlement
documents; and, once it has been completed, ADWR's report to the Court. All these materials
may be examined during business hours at the Arizona Department of Water Resources, 3550
North Central Avenue, Phoenix, AZ, 85012. Also, copies of the WMAT Agreement may be
examined at the office of the Superior Court Clerk in every Arizona county located within the
Gila River System and Source.

If you decide to file an objection to the WMAT Agreement, you must do so on or
before Monday, September 8, 2014. Any claimant in the Gila River Adjudication may file an
objection with the Adjudication Court asserting that:

- a. The approval of the stipulation setting forth the terms of the settlement, and the proposed final judgment and decree adjudicating the water rights claims of the White Mountain Apache Tribe and its Members, and the United States acting in its capacity as trustee for the White Mountain Apache Tribe and its Members, as set forth in the WMAT Agreement, would cause material injury to the objector's claimed water right;
- b. The conditions described in 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, which warrant this special proceeding, have not been satisfied; or

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c. The water rights established in the WMAT Agreement, set forth in the stipulation and adjudicated in the proposed final judgment and decree, are more extensive than the Indian tribe or federal agency would have been able to establish at trial.

Objections must also include:

- a. The name, address, and signature of the objector;
- b. A description of the water rights asserted in the objector's claim;
- c. A statement of the legal basis for the objection, and the specific factual grounds upon which the objection is based;
- d. A list of any witnesses and exhibits that the objector intends to present at any hearing on the objection;
- e. Any request for discovery relating to the objection and a statement as to the need for such discovery; and
- f. Any other information the Adjudication Court may require in the order for summary proceedings.

Objections must be filed with the Clerk of the Superior Court, Maricopa County Records Management Center, Attn: Water Case W1-209, 601 West Jackson Street, Phoenix, AZ 85003, telephone number (602) 506-4139 or 506-3683.

If you have any questions concerning the WMAT Agreement and these special proceedings to consider the WMAT Agreement, you may wish to contact an attorney of your choice.

This Notice was approved on April 29, 2014, and mailed pursuant to the order of the Court.



Hon. Mark H. Brain
Judge of the Superior Court

ATTACHMENT A

