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

IN RE THE GENERAL ADJUDICATION) No. W-1 (Salt)
OF ALL RIGHTS TO USE WATER IN THE) No. W-2 (Verde)
GILA RIVER SYSTEM AND SOURCE.) No. W-3 (Upper Gila)
) No. W-4 (San Pedro)
)
) CONTESTED CASE NO. W1-208
)
) JUDGMENT AND DECREE
)
)
)
)

The Court has considered the Tohono O’odham Settlement Agreement, as restated, revised and executed on or about June 12, 2006 (the “Agreement”), which permanently resolves the water rights claims of the Tohono O’odham Nation (the “Nation”), certain individual Indian trust allotment landowners located within San Xavier Indian Reservation (the "Allottees") and the United States on behalf of the Nation and the Allottees, to that portion of the Gila River System and Source within the Tucson Management Area, as well as the Stipulation of Parties to the Tohono O’odham Settlement Agreement and Request for Entry of Judgment and Decree filed with this Court on July 11, 2006 (the "Stipulation").

In reviewing the Agreement, this Court’s inquiry has been limited by the mandates set forth in the Arizona Supreme Court’s 1991 Special Procedural Order Providing for the Approval of Federal Water Rights Settlements, Including Those of Indian Tribes (May 16, 1991) (the “Special Procedural Order”).

This Judgment and Decree shall only become effective and enforceable if and when the United States Secretary of the Interior publishes in the Federal Register a notice of completion of all actions necessary to make the Agreement effective, as required by

1 Section 302(b) of the Arizona Water Settlements Act of 2004, Public Law 108-451, 118
2 Stat. 3478 (the “Act”). The parties are directed to file a notice with the Court upon such
3 publication.

4 NOW, THEREFORE, it is hereby adjudged and decreed effective as of the
5 publication of the Federal Register notice referred to above as follows:

6 1. The capitalized terms used in this Judgment and Decree shall be defined as
7 stated in the Agreement.

8 2. Based upon the limited review permitted by the Special Procedural Order, the
9 Stipulation and the Agreement are each approved and incorporated herein in their entirety.

10 3. Subject to the terms of paragraph 4 of the Agreement, the Nation and the
11 Allottees shall have rights to a total of 79,200 acre-feet per year of water within the Tucson
12 Management Area, which shall be held in trust by the United States on behalf of the Nation
13 and the Allottees. Included within the 79,200 acre-feet is 66,000 acre-feet per year of CAP
14 water, of which 37,800 acre-feet per year shall have a priority of CAP Indian Priority
15 Water and 28,200 acre-feet per year shall have a priority of CAP NIA Priority Water.

16 4. Subject to the terms of paragraph 8 of the Agreement and included within the
17 79,200 acre-feet per year, the Nation has a right to withdraw 13,200 acre-feet per year from
18 non-exempt wells on the Nation's Reservation within the Tucson Management Area.

19 5. The Nation may use the water provided in the Agreement for any use and at
20 any location within the Nation's Reservation.

21 6. Except as provided in subparagraph 4.4 of the Agreement, none of the water
22 that is the subject of the Agreement may be leased, exchanged, transferred or in any way
23 used off the Reservation.

24 7. In exchange for the benefits realized under the Agreement and as authorized
25 by the Act, the Nation has waived and released claims enumerated in paragraph 15.1 of the
26 Agreement, the Allottees have waived and released claims as defined and enumerated in
27 paragraph 15.2 of the Agreement, and the United States on behalf of the Nation and the
28

1 Allottees has waived and released claims enumerated in paragraph 15.3 of the Agreement.
2 The waivers and releases shall become effective on the Enforceability Date.

3 8. The Water Rights and other benefits granted, confirmed or recognized to or
4 for the Nation, the Allottees and the United States on behalf of the Nation and the Allottees
5 by the Agreement and the Act shall be in replacement of, in substitution for, and in full
6 satisfaction of all claims for Water Rights and Injuries to Water Rights by the Nation, the
7 Allottees and the United States on behalf of the Nation and the Allottees in the Tucson
8 Management Area. Except as provided in Paragraph 12 of the Stipulation, the claims of the
9 Nation, the Allottees and the United States on behalf of the Nation and the Allottees to
10 water of the Gila River System and Source within the Tucson Management Area are fully,
11 finally and permanently adjudicated by this Judgment and Decree.

12 9. Nothing in this Judgment and Decree or the Agreement shall be construed to
13 quantify or otherwise affect the water rights or entitlements to water of any Arizona Indian
14 tribe, band or community, or the United States on their behalf, other than the Nation and
15 the United States acting on behalf of the Nation.

16 10. Nothing in the Agreement shall affect the right of any party, other than the
17 Nation and the United States, to assert any priority date or quantity of water for water rights
18 claimed by such party in the Gila River Adjudication or other court of competent
19 jurisdiction.

20 11. This Court retains jurisdiction over this matter for enforcement of this
21 Judgment and Decree and the Agreement, including the entry of injunctions, restraining
22 orders or other remedies under law or equity and to carry out the provisions of sections
23 312(d) and 312(h) of the Act.

24 DATED this 9th day of July, 2007.

25
26 /s/ Eddward P. Ballinger, Jr.

Judge of the Superior Court

27 A copy of this minute entry is sent to all persons on the Court approved mailing list
28 for Contested Case No. W1-208 dated January 26, 2007 (revised June 12, 2007).