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117TH CONGRESS
2D SESSION

S. 4104

To approve the settlement of water rights claims of the Hualapai Tribe and certain allottees in the State of Arizona, to authorize construction of a water project relating to those water rights claims, and for other purposes.

IN THE SENATE OF THE UNITED STATES

APRIL 28, 2022

Ms. SINEMA (for herself and Mr. KELLY) introduced the following bill; which was read twice and referred to the Committee on Indian Affairs

DECEMBER 19, 2022

Reported by Mr. SCHATZ, with amendments

[Omit the part struck through and insert the part printed in *italic*]

A BILL

To approve the settlement of water rights claims of the Hualapai Tribe and certain allottees in the State of Arizona, to authorize construction of a water project relating to those water rights claims, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

1 **SECTION 1. SHORT TITLE.**

2 This Act may be cited as the “Hualapai Tribe Water
3 Rights Settlement Act of 2022”.

4 **SEC. 2. PURPOSES.**

5 The purposes of this Act are—

6 (1) to resolve, fully and finally, all claims to
7 rights to water in the State, including the Verde
8 River, the Bill Williams River, and the Colorado
9 River, of—

10 (A) the Hualapai Tribe, on behalf of the
11 Hualapai Tribe and the members of the
12 Hualapai Tribe; and

13 (B) the United States, acting as trustee
14 for the Hualapai Tribe, the members of the
15 Hualapai Tribe, and the allottees;

16 (2) to authorize, ratify, and confirm the
17 Hualapai Tribe water rights settlement agreement,
18 to the extent that agreement is consistent with this
19 Act;

20 (3) to authorize and direct the Secretary to exe-
21 cute and perform the duties and obligations of the
22 Secretary under the Hualapai Tribe water rights
23 settlement agreement and this Act; and

24 (4) to authorize the appropriation of funds nec-
25 essary to carry out the Hualapai Tribe water rights
26 settlement agreement and this Act.

1 **SEC. 3. DEFINITIONS.**

2 In this Act:

3 (1) 1947 JUDGMENT.—The term “1947 Judg-
4 ment” means the Judgment and the Stipulation and
5 Agreement, including exhibits to the Judgment and
6 the Stipulation and Agreement, entered on March
7 13, 1947, in United States v. Santa Fe Pac. R.R.
8 Co., No. E-190 (D. Ariz.) and attached to the
9 Hualapai Tribe water rights settlement agreement
10 as Exhibit 3.1.1.

11 (2) AFY.—The term “AFY” means acre-feet
12 per year.

13 (3) ALLOTMENT.—The term “allotment” means
14 any of the 4 off-reservation parcels that are—

15 (A) held in trust by the United States for
16 individual Indians in the Big Sandy River basin
17 in Mohave County, Arizona, under the patents
18 numbered 1039995, 1039996, 1039997, and
19 1019494; and

20 (B) identified as Parcels 1A, 1B, 1C, and
21 2 on the map attached to the Hualapai Tribe
22 water rights settlement agreement as Exhibit
23 3.1.6.

24 (4) ALLOTTEE.—The term “allottee” means
25 any Indian owner of an allotment.

(5) AVAILABLE CAP SUPPLY.—The term “available CAP supply” means, for any year—

(A) all fourth priority water available for delivery through the Central Arizona Project;

(B) water available from Central Arizona Project dams and reservoirs other than the Modified Roosevelt Dam; and

(C) return flows captured by the Secretary for Central Arizona Project use.

(6) BILL WILLIAMS ACT.—The term “Bill Williams Act” means the Bill Williams River Water Rights Settlement Act of 2014 (Public Law 113–223; 128 Stat. 2096).

(7) BILL WILLIAMS AGREEMENTS.—The term “Bill Williams agreements” means the Amended and Restated Big Sandy River-Planet Ranch Water Rights Settlement Agreement and the Amended and Restated Hualapai Tribe Bill Williams River Water Rights Settlement Agreement, including all exhibits to each agreement, copies of which (excluding exhibits) are attached to the Hualapai Tribe water rights settlement agreement as Exhibit 3.1.11.

(8) BILL WILLIAMS RIVER PHASE 2 ENFORCEABILITY DATE.—The term “Bill Williams River

1 Phase 2 Enforceability Date” means the date de-
 2 scribed in section 14(d).

3 (9) BILL WILLIAMS RIVER PHASE 2 WATER
 4 RIGHTS SETTLEMENT AGREEMENT.—The term “Bill
 5 Williams River phase 2 water rights settlement
 6 agreement” means the agreement of that name that
 7 is attached to, and incorporated in, the Hualapai
 8 Tribe water rights settlement agreement as Exhibit
 9 4.3.3.

10 (10) CAP CONTRACT.—The term “CAP con-
 11 tract” means a long-term contract (as defined in the
 12 CAP repayment stipulation) with the United States
 13 for delivery of CAP water through the CAP system.

14 (11) CAP CONTRACTOR.—

15 (A) IN GENERAL.—The term “CAP con-
 16 tractor” means a person that has entered into
 17 a CAP contract.

18 (B) INCLUSION.—The term “CAP con-
 19 tractor” includes the Hualapai Tribe.

20 (12) CAP FIXED OM&R CHARGE.—The term
 21 “CAP fixed OM&R charge” has the meaning given
 22 the term “Fixed OM&R Charge” in the CAP repay-
 23 ment stipulation.

24 (13) CAP M&I PRIORITY WATER.—The term
 25 “CAP M&I priority water” means water within the

1 available CAP supply having a municipal and indus-
2 trial delivery priority.

3 (14) CAP NIA PRIORITY WATER.—The term
4 “CAP NIA priority water” means water within the
5 available CAP supply having a non-Indian agricul-
6 tural delivery priority.

7 (15) CAP OPERATING AGENCY.—The term
8 “CAP operating agency” means—

9 (A) the 1 or more entities authorized to as-
10 sume responsibility for the care, operation,
11 maintenance, and replacement of the CAP sys-
12 tem; and

13 (B) as of the date of enactment of this
14 Act, the Central Arizona Water Conservation
15 District.

16 (16) CAP PUMPING ENERGY CHARGE.—The
17 term “CAP pumping energy charge” has the mean-
18 ing given the term “Pumping Energy Charge” in the
19 CAP repayment stipulation.

20 (17) CAP REPAYMENT CONTRACT.—The term
21 “CAP repayment contract” means—

22 (A) the contract dated December 1, 1988
23 (Contract No. 14-06-W-245, Amendment No.
24 1), between the United States and the Central
25 Arizona Water Conservation District for the

1 Delivery of Water and Repayment of Costs of
2 the Central Arizona Project; and

3 (B) any amendment to, or revision of, that
4 contract.

5 (18) CAP REPAYMENT STIPULATION.—The
6 term “CAP repayment stipulation” means the Stipu-
7 lated Judgment and the Stipulation for Judgment,
8 including any exhibits to those documents, entered
9 on November 21, 2007, in the United States District
10 Court for the District of Arizona in the consolidated
11 civil action Central Arizona Water Conservation Dis-
12 trict v. United States, numbered CIV 95–625–TUC–
13 WDB (EHC) and CIV 95–1720–PHX–EHC.

14 (19) CAP SUBCONTRACT.—The term “CAP sub-
15 contract” means a long-term subcontract (as defined
16 in the CAP repayment stipulation) with the United
17 States and the Central Arizona Water Conservation
18 District for the delivery of CAP water through the
19 CAP system.

20 (20) CAP SUBCONTRACTOR.—The term “CAP
21 subcontractor” means a person that has entered into
22 a CAP subcontract.

23 (21) CAP SYSTEM.—The term “CAP system”
24 means—

25 (A) the Mark Wilmer Pumping Plant;

- 1 (B) the Hayden-Rhodes Aqueduct;
 2 (C) the Fannin-McFarland Aqueduct;
 3 (D) the Tucson Aqueduct;
 4 (E) any pumping plant or appurtenant
 5 work of a feature described in subparagraph
 6 (A), (B), (C), or (D); and
 7 (F) any extension of, addition to, or re-
 8 placement for a feature described in subpara-
 9 graph (A), (B), (C), (D), or (E).

10 (22) CAP WATER.—The term “CAP water” has
 11 the meaning given the term “Project Water” in the
 12 CAP repayment stipulation.

13 (23) CENTRAL ARIZONA PROJECT.—The term
 14 “Central Arizona Project” means the reclamation
 15 project authorized and constructed by the United
 16 States in accordance with title III of the Colorado
 17 River Basin Project Act (43 U.S.C. 1521 et seq.).

18 (24) CENTRAL ARIZONA WATER CONSERVATION
 19 DISTRICT.—The term “Central Arizona Water Con-
 20 servation District” means the political subdivision of
 21 the State that is the contractor under the CAP re-
 22 payment contract.

23 (25) COLORADO RIVER COMPACT.—The term
 24 “Colorado River Compact” means the Colorado
 25 River Compact of 1922, as ratified and reprinted in

1 article 2 of chapter 7 of title 45, Arizona Revised
2 Statutes.

3 (26) COLORADO RIVER WATER ENTITLE-
4 MENT.—The term “Colorado River water entitle-
5 ment” means the right or authorization to use Colo-
6 rado River water in the State through a mainstem
7 contract with the Secretary pursuant to section 5 of
8 the Boulder Canyon Project Act (43 U.S.C. 617d).

9 (27) DIVERSION.—The term “diversion” means
10 an act to divert.

11 (28) DIVERT.—The term “divert” means to re-
12 ceive, withdraw, develop, produce, or capture water
13 using—

14 (A) a ditch, canal, flume, bypass, pipeline,
15 pit, collection or infiltration gallery, conduit,
16 well, pump, turnout, dam, or any other mechan-
17 ical device; or

18 (B) any other act of man.

19 (29) DOMESTIC PURPOSE.—

20 (A) IN GENERAL.—The term “domestic
21 purpose” means any use relating to the supply,
22 service, or activity of a household or private res-
23 idence.

24 (B) INCLUSIONS.—The term “domestic
25 purpose” includes the application of water to

1 not more than 2 acres of land to produce a
 2 plant or parts of a plant for—

3 (i) sale or human consumption; or

4 (ii) use as feed for livestock, range
 5 livestock, or poultry.

6 (30) EFFLUENT.—The term “effluent” means
 7 water that—

8 (A) has been used in the State for domes-
 9 tic, municipal, or industrial purposes, other
 10 than solely for hydropower generation; and

11 (B) is available for reuse for any purpose,
 12 regardless or whether the water has been treat-
 13 ed to improve the quality of the water.

14 (31) ENFORCEABILITY DATE.—The term “En-
 15 forceability Date” means the date described in sec-
 16 tion 14(a).

17 (32) EXCHANGE.—The term “exchange” means
 18 a trade between 1 or more persons of any water for
 19 any other water, if each person has a right or claim
 20 to use the water the person provides in the trade, re-
 21 gardless of whether the water is traded in equal
 22 quantities or other consideration is included in the
 23 trade.

24 (33) FOURTH PRIORITY WATER.—The term
 25 “fourth priority water” means Colorado River water

1 that is available for delivery in the State for the sat-
2 isfaction of entitlements—

3 (A) in accordance with contracts, Secre-
4 tarial reservations, perfected rights, and other
5 arrangements between the United States and
6 water users in the State entered into or estab-
7 lished after September 30, 1968, for use on
8 Federal, State, or privately owned land in the
9 State, in a total quantity of not greater than
10 164,652 AFY of diversions; and

11 (B) after first providing for the delivery of
12 Colorado River water for the CAP system, in-
13 cluding for use on Indian land, under section
14 304(e) of the Colorado River Basin Project Act
15 (43 U.S.C. 1524(e)), in accordance with the
16 CAP repayment contract.

17 (34) FREEPORT.—

18 (A) IN GENERAL.—The term “Freeport”
19 means the Delaware corporation named “Free-
20 port Minerals Corporation”.

21 (B) INCLUSIONS.—The term “Freeport”
22 includes all subsidiaries, affiliates, successors,
23 and assigns of Freeport Minerals Corporation,
24 including Byner Cattle Company, a Nevada cor-
25 poration.

1 (35) GILA RIVER ADJUDICATION.—The term
 2 “Gila River adjudication” means the action pending
 3 in the Superior Court of the State, in and for the
 4 County of Maricopa, In Re the General Adjudication
 5 of All Rights To Use Water In The Gila River Sys-
 6 tem and Source, W-1 (Salt), W-2 (Verde), W-3
 7 (Upper Gila), W-4 (San Pedro) (Consolidated).

8 (36) GILA RIVER ADJUDICATION COURT.—The
 9 term “Gila River adjudication court” means the Su-
 10 perior Court of the State, in and for the County of
 11 Maricopa, exercising jurisdiction over the Gila River
 12 adjudication.

13 (37) GILA RIVER ADJUDICATION DECREE.—The
 14 term “Gila River adjudication decree” means the
 15 judgment or decree entered by the Gila River adju-
 16 dication court in substantially the same form as the
 17 form of judgment attached to the Hualapai Tribe
 18 water rights settlement agreement as Exhibit 3.1.43.

19 (38) GROUNDWATER.—The term “ground-
 20 water” means all water beneath the surface of the
 21 Earth within the State that is not—

- 22 (A) surface water;
- 23 (B) effluent; or
- 24 (C) Colorado River water.

1 (39) HUALAPAI FEE LAND.—The term
 2 “Hualapai fee land” means land, other than
 3 Hualapai trust land, that—

4 (A) is located in the State;

5 (B) is located outside the exterior bound-
 6 aries of the Hualapai Reservation or Hualapai
 7 trust land; and

8 (C) as of the Enforceability Date, is owned
 9 by the Hualapai Tribe, including by a tribally
 10 owned corporation.

11 (40) HUALAPAI LAND.—The term “Hualapai
 12 land” means—

13 (A) the Hualapai Reservation;

14 (B) Hualapai trust land; and

15 (C) Hualapai fee land.

16 (41) HUALAPAI RESERVATION.—The term
 17 “Hualapai Reservation” means the land within the
 18 exterior boundaries of the Hualapai Reservation, in-
 19 cluding—

20 (A) all land withdrawn by the Executive
 21 order dated January 4, 1883, as modified by
 22 the May 28, 1942, order of the Secretary pur-
 23 suant to the Act of February 20, 1925 (43
 24 Stat. 954, chapter 273);

1 (B) the land identified by the Executive or-
2 ders dated December 22, 1898, May 14, 1900,
3 and June 2, 1911; and

4 (C) the land added to the Hualapai Res-
5 ervation by sections 11 and 12.

6 (42) HUALAPAI TRIBE.—The term “Hualapai
7 Tribe” means the Hualapai Tribe, a federally recog-
8 nized Indian Tribe of Hualapai Indians organized
9 under section 16 of the Act of June 18, 1934 (25
10 U.S.C. 5123) (commonly known as the “Indian Re-
11 organization Act”).

12 (43) HUALAPAI TRIBE CAP WATER.—The term
13 “Hualapai Tribe CAP water” means the 4,000 AFY
14 of the CAP NIA priority water that—

15 (A) was previously allocated to non-Indian
16 agricultural entities;

17 (B) was retained by the Secretary for re-
18 allocation to Indian Tribes in the State pursu-
19 ant to section 104(a)(1)(A)(iii) of the Central
20 Arizona Project Settlement Act of 2004 (Public
21 Law 108–451; 118 Stat. 3487); and

22 (C) is reallocated to the Hualapai Tribe
23 pursuant to section 13.

24 (44) HUALAPAI TRIBE WATER DELIVERY CON-
25 TRACT.—The term “Hualapai Tribe water delivery

1 contract” means the contract entered into in accord-
 2 ance with the Hualapai Tribe water rights settle-
 3 ment agreement and section 13(c) for the delivery of
 4 Hualapai Tribe CAP water.

5 (45) HUALAPAI TRIBE WATER RIGHTS SETTLE-
 6 MENT AGREEMENT.—

7 (A) IN GENERAL.—The term “Hualapai
 8 Tribe water rights settlement agreement”
 9 means the agreement, including exhibits, enti-
 10 tled “Hualapai Tribe Water Rights Settlement
 11 Agreement” and dated February 11, 2019.

12 (B) INCLUSIONS.—The term “Hualapai
 13 Tribe water rights settlement agreement” in-
 14 cludes—

15 (i) any amendments necessary to
 16 make the Hualapai Tribe water rights set-
 17 tlement agreement consistent with this
 18 Act; and

19 (ii) any other amendments approved
 20 by the parties to the Hualapai Tribe water
 21 rights settlement agreement and the Sec-
 22 retary.

23 (46) HUALAPAI TRUST LAND.—The term
 24 “Hualapai trust land” means land, other than
 25 Hualapai fee land, that is—

1 (A) located—

2 (i) in the State; and

3 (ii) outside the exterior boundaries of
4 the Hualapai Reservation; and

5 (B) as of the Enforceability Date, held in
6 trust by the United States for the benefit of the
7 Hualapai Tribe.

8 (47) HUALAPAI WATER PROJECT.—The term
9 “Hualapai Water Project” means the project con-
10 structed in accordance with section 6(a)(7)(A).

11 (48) HUALAPAI WATER TRUST FUND AC-
12 COUNT.—The term “Hualapai Water Trust Fund
13 Account” means the account established under sec-
14 tion 6(a)(1).

15 (49) INDIAN TRIBE.—The term “Indian Tribe”
16 has the meaning given the term in section 4 of the
17 Indian Self-Determination and Education Assistance
18 Act (25 U.S.C. 5304).

19 (50) INJURY TO WATER RIGHTS.—

20 (A) IN GENERAL.—The term “injury to
21 water rights” means any interference with, dim-
22 inution of, or deprivation of, a water right
23 under Federal, State, or other law.

1 (B) EXCLUSION.—The term “injury to
2 water rights” does not include any injury to
3 water quality.

4 (51) LOWER BASIN.—The term “lower basin”
5 has the meaning given the term in article II(g) of
6 the Colorado River Compact.

7 (52) LOWER COLORADO RIVER BASIN DEVELOP-
8 MENT FUND.—The term “Lower Colorado River
9 Basin Development Fund” means the fund estab-
10 lished by section 403(a) of the Colorado River Basin
11 Project Act (43 U.S.C. 1543(a)).

12 (53) MEMBER.—The term “member” means
13 any person duly enrolled as a member of the
14 Hualapai Tribe.

15 (54) OM&R.—The term “OM&R” means—

16 (A) any recurring or ongoing activity relat-
17 ing to the day-to-day operation of a project;

18 (B) any activity relating to scheduled or
19 unscheduled maintenance of a project; and

20 (C) any activity relating to replacing a fea-
21 ture of a project.

22 (55) PARCEL 1.—The term “Parcel 1” means
23 the parcel of land that is—

24 (A) depicted as 3 contiguous allotments
25 identified as 1A, 1B, and 1C on the map at-

1 tached to the Hualapai Tribe water rights set-
2 tlement agreement as Exhibit 3.1.6; and

3 (B) held in trust for certain allottees.

4 (56) PARCEL 2.—The term “Parcel 2” means
5 the parcel of land that is—

6 (A) depicted as “Parcel 2” on the map at-
7 tached to the Hualapai Tribe water rights set-
8 tlement agreement as Exhibit 3.1.6; and

9 (B) held in trust for certain allottees.

10 (57) PARCEL 3.—The term “Parcel 3” means
11 the parcel of land that is—

12 (A) depicted as “Parcel 3” on the map at-
13 tached to the Hualapai Tribe water rights set-
14 tlement agreement as Exhibit 3.1.6;

15 (B) held in trust for the Hualapai Tribe;
16 and

17 (C) part of the Hualapai Reservation pur-
18 suant to Executive Order 1368, dated June 2,
19 1911.

20 (58) PARTY.—The term “party” means a per-
21 son that is a signatory to the Hualapai Tribe water
22 rights settlement agreement.

23 (59) SECRETARY.—The term “Secretary”
24 means the Secretary of the Interior.

1 (60) STATE.—The term “State” means the
2 State of Arizona.

3 (61) STOCK WATERING.—The term “stock wa-
4 tering” means the watering of livestock, range live-
5 stock, or poultry.

6 (62) SURFACE WATER.—The term “surface
7 water” means all water in the State that is appro-
8 priable under State law.

9 (63) TRUXTON BASIN.—The term “Truxton
10 Basin” means the groundwater aquifer described in
11 the report issued by the United States Geological
12 Survey entitled “Groundwater Availability in the
13 Truxton Basin, Northwestern Arizona”, Scientific
14 Investigations Report No. 2020–5017–A.

15 (64) WATER.—The term “water”, when used
16 without a modifying adjective, means—

17 (A) groundwater;

18 (B) surface water;

19 (C) effluent; and

20 (D) Colorado River water.

21 (65) WATER RIGHT.—The term “water right”
22 means any right in or to groundwater, surface
23 water, effluent, or Colorado River water under Fed-
24 eral, State, or other law.

1 **SEC. 4. RATIFICATION AND EXECUTION OF HUALAPAI**
2 **TRIBE WATER RIGHTS SETTLEMENT AGREE-**
3 **MENT.**

4 (a) RATIFICATION.—

5 (1) IN GENERAL.—Except as modified by this
6 Act and to the extent the Hualapai Tribe water
7 rights settlement agreement does not conflict with
8 this Act, the Hualapai Tribe water rights settlement
9 agreement is authorized, ratified, and confirmed.

10 (2) AMENDMENTS.—If an amendment to the
11 Hualapai Tribe water rights settlement agreement,
12 or to any exhibit attached to the Hualapai Tribe
13 water rights settlement agreement requiring the sig-
14 nature of the Secretary, is executed in accordance
15 with this Act to make the Hualapai Tribe water
16 rights settlement agreement consistent with this Act,
17 the amendment is authorized, ratified, and con-
18 firmed, to the extent the amendment is consistent
19 with this Act.

20 (b) EXECUTION.—

21 (1) IN GENERAL.—To the extent the Hualapai
22 Tribe water rights settlement agreement does not
23 conflict with this Act, the Secretary shall execute the
24 Hualapai Tribe water rights settlement agreement,
25 including all exhibits to, or parts of, the Hualapai

1 Tribe water rights settlement agreement requiring
2 the signature of the Secretary.

3 (2) MODIFICATIONS.—Nothing in this Act pro-
4 hibits the Secretary from approving any modification
5 to an appendix or exhibit to the Hualapai Tribe
6 water rights settlement agreement that is consistent
7 with this Act, to the extent the modification does not
8 otherwise require congressional approval under sec-
9 tion 2116 of the Revised Statutes (25 U.S.C. 177)
10 or any other applicable provision of Federal law.

11 (c) ENVIRONMENTAL COMPLIANCE.—

12 (1) IN GENERAL.—In implementing the
13 Hualapai Tribe water rights settlement agreement
14 (including all exhibits to the Hualapai Tribe water
15 rights settlement agreement requiring the signature
16 of the Secretary) and this Act, the Secretary shall
17 comply with all applicable provisions of—

18 (A) the Endangered Species Act of 1973
19 (16 U.S.C. 1531 et seq.);

20 (B) the National Environmental Policy Act
21 of 1969 (42 U.S.C. 4321 et seq.), including the
22 implementing regulations of that Act; and

23 (C) all other applicable Federal environ-
24 mental laws and regulations.

25 (2) COMPLIANCE.—

1 (A) IN GENERAL.—In implementing the
2 Hualapai Tribe water rights settlement agree-
3 ment and this Act, the Hualapai Tribe shall
4 prepare any necessary environmental docu-
5 ments, consistent with all applicable provisions
6 of—

7 (i) the Endangered Species Act of
8 1973 (16 U.S.C. 1531 et seq.);

9 (ii) the National Environmental Policy
10 Act of 1969 (42 U.S.C. 4321 et seq.), in-
11 cluding the implementing regulations of
12 that Act; and

13 (iii) all other applicable Federal envi-
14 ronmental laws and regulations.

15 (B) AUTHORIZATIONS.—The Secretary
16 shall—

17 (i) independently evaluate the docu-
18 mentation submitted under subparagraph
19 (A); and

20 (ii) be responsible for the accuracy,
21 scope, and contents of that documentation.

22 (3) EFFECT OF EXECUTION.—The execution of
23 the Hualapai Tribe water rights settlement agree-
24 ment by the Secretary under this section shall not
25 constitute a major action for purposes of the Na-

1 tional Environmental Policy Act of 1969 (42 U.S.C.
2 4321 et seq.).

3 **SEC. 5. WATER RIGHTS.**

4 (a) WATER RIGHTS TO BE HELD IN TRUST.—

5 (1) HUALAPAI TRIBE.—The United States shall
6 hold the following water rights in trust for the ben-
7 efit of the Hualapai Tribe:

8 (A) The water rights for the Hualapai
9 Reservation described in subparagraph 4.2 of
10 the Hualapai Tribe water rights settlement
11 agreement.

12 (B) The water rights for Hualapai trust
13 land described in subparagraph 4.4 of the
14 Hualapai Tribe water rights settlement agree-
15 ment.

16 (C) The water rights described in section
17 12(e)(2) for any land taken into trust by the
18 United States for the benefit of the Hualapai
19 Tribe—

20 (i) after the Enforceability Date; and

21 (ii) in accordance with section
22 12(e)(1).

23 (D) All Hualapai Tribe CAP water.

24 (2) ALLOTTEES.—The United States shall hold
25 in trust for the benefit of the allottees all water

1 rights for the allotments described in subparagraph
2 4.3.2 of the Hualapai Tribe water rights settlement
3 agreement.

4 (b) FORFEITURE AND ABANDONMENT.—The fol-
5 lowing water rights shall not be subject to loss through
6 non-use, forfeiture, abandonment, or other operation of
7 law:

8 (1) The water rights for the Hualapai Reserva-
9 tion described in subparagraph 4.2 of the Hualapai
10 Tribe water rights settlement agreement.

11 (2) The water rights for Hualapai trust land
12 described in subparagraph 4.4 of the Hualapai Tribe
13 water rights settlement agreement.

14 (3) Any Colorado River water entitlement pur-
15 chased by the Hualapai Tribe wholly or substantially
16 with amounts in the Economic Development Fund
17 described in section 8.1 of the Amended and Re-
18 stated Hualapai Tribe Bill Williams River Water
19 Rights Settlement Agreement.

20 (c) ALIENATION.—Any Colorado River water entitle-
21 ment purchased by the Hualapai Tribe wholly or substan-
22 tially with amounts in the Economic Development Fund
23 described in section 8.1 of the Amended and Restated
24 Hualapai Tribe Bill Williams River Water Rights Settle-

1 ment Agreement shall be restricted against permanent
2 alienation by the Hualapai Tribe.

3 (d) HUALAPAI TRIBE CAP WATER.—The Hualapai
4 Tribe shall have the right to divert, use, and store the
5 Hualapai Tribe CAP water in accordance with section 13.

6 (e) COLORADO RIVER WATER ENTITLEMENTS.—

7 (1) USES.—The Hualapai Tribe shall have the
8 right to use any Colorado River water entitlement
9 purchased by or donated to the Hualapai Tribe at
10 the location to which the entitlement is appurtenant
11 on the date on which the entitlement is purchased
12 or donated.

13 (2) STORAGE.—

14 (A) IN GENERAL.—Subject to paragraphs
15 (3) and (5), the Hualapai Tribe may store Colo-
16 rado River water available under any Colorado
17 River water entitlement purchased by or do-
18 nated to the Hualapai Tribe at underground
19 storage facilities or groundwater savings facili-
20 ties located within the State and in accordance
21 with State law.

22 (B) ASSIGNMENTS.—The Hualapai Tribe
23 may assign any long-term storage credits ac-
24 crued as a result of storage under subpara-
25 graph (A) in accordance with State law.

1 (3) TRANSFERS.—The Hualapai Tribe may
2 transfer the entitlement for use or storage under
3 paragraph (1) or (2), respectively, to another loca-
4 tion within the State, including the Hualapai Res-
5 ervation, in accordance with the Hualapai Tribe
6 water rights settlement agreement and all applicable
7 Federal and State laws governing the transfer of
8 Colorado River water entitlements within the State.

9 (4) LEASES.—The Hualapai Tribe may lease
10 any Colorado River water entitlement for use or
11 storage under paragraph (1) or (2), respectively, to
12 a water user within the State, in accordance with
13 the Hualapai Tribe water rights settlement agree-
14 ment and all applicable Federal and State laws gov-
15 erning the transfer of Colorado River water entitle-
16 ments within the State.

17 (5) TRANSPORTS.—The Hualapai Tribe, or any
18 person who leases a Colorado River water entitle-
19 ment from the Hualapai Tribe under paragraph (4),
20 may transport Colorado River water available under
21 the Colorado River water entitlement through the
22 Central Arizona Project in accordance with all laws
23 of the United States and the agreements between
24 the United States and the Central Arizona Water
25 Conservation District governing the use of the Cen-

1 tral Arizona Project to transport water other than
2 CAP water.

3 (f) USE OFF-RESERVATION.—No water rights to
4 groundwater under the Hualapai Reservation or Hualapai
5 trust land, or to surface water on the Hualapai Reserva-
6 tion or Hualapai trust land, may be sold, leased, trans-
7 ferred, or used outside the boundaries of the Hualapai
8 Reservation or Hualapai trust land, other than under an
9 exchange.

10 (g) GROUNDWATER TRANSPORTATION.—

11 (1) FEE LAND.—Groundwater may be trans-
12 ported in accordance with State law away from
13 Hualapai fee land and away from land acquired in
14 fee by the Hualapai Tribe, including by a tribally
15 owned corporation, after the Enforceability Date.

16 (2) LAND ADDED TO HUALAPAI RESERVA-
17 TION.—Groundwater may be transported in accord-
18 ance with State law away from land added to the
19 Hualapai Reservation by sections 11 and 12 to other
20 land within the Hualapai Reservation.

21 **SEC. 6. HUALAPAI WATER TRUST FUND ACCOUNT; CON-**
22 **STRUCTION OF HUALAPAI WATER PROJECT;**
23 **FUNDING.**

24 (a) HUALAPAI WATER TRUST FUND ACCOUNT.—

1 (1) ESTABLISHMENT.—The Secretary shall es-
2 tablish a trust fund account, to be known as the
3 “Hualapai Water Trust Fund Account”, to be man-
4 aged, invested, and distributed by the Secretary and
5 to remain available until expended, withdrawn, or re-
6 verted to the general fund of the Treasury, con-
7 sisting of the amounts deposited in the Hualapai
8 Water Trust Fund Account under paragraph (2), to-
9 gether with any interest earned on those amounts,
10 for the purposes of carrying out this Act.

11 (2) DEPOSITS.—The Secretary shall deposit in
12 the Hualapai Water Trust Fund Account the
13 amounts made available pursuant to section 7(a)(1).

14 (3) MANAGEMENT AND INTEREST.—

15 (A) MANAGEMENT.—On receipt and de-
16 posit of funds into the Hualapai Water Trust
17 Fund Account, the Secretary shall manage, in-
18 vest, and distribute all amounts in the Hualapai
19 Water Trust Fund Account in a manner that is
20 consistent with the investment authority of the
21 Secretary under—

22 (i) the first section of the Act of June
23 24, 1938 (25 U.S.C. 162a);

1 (ii) the American Indian Trust Fund
2 Management Reform Act of 1994 (25
3 U.S.C. 4001 et seq.); and

4 (iii) this subsection.

5 (B) INVESTMENT EARNINGS.—In addition
6 to the deposits made to the Hualapai Water
7 Trust Fund Account under paragraph (2), any
8 investment earnings, including interest, credited
9 to amounts held in the Hualapai Water Trust
10 Fund Account are authorized to be used in ac-
11 cordance with paragraph (7).

12 (4) AVAILABILITY OF AMOUNTS.—

13 (A) IN GENERAL.—Amounts appropriated
14 to, and deposited in, the Hualapai Water Trust
15 Fund Account, including any investment earn-
16 ings, shall be made available to the Hualapai
17 Tribe by the Secretary beginning on the En-
18 forceability Date, subject to the requirements of
19 this section.

20 (B) USE.—Notwithstanding subparagraph
21 (A), amounts deposited in the Hualapai Water
22 Trust Fund Account shall be available to the
23 Hualapai Tribe on the date on which the
24 amounts are deposited for environmental com-
25 pliance, as provided in section 8.

(5) WITHDRAWALS.—

(A) WITHDRAWALS UNDER THE AMERICAN
INDIAN TRUST FUND MANAGEMENT REFORM
ACT OF 1994.—

(i) IN GENERAL.—The Hualapai
Tribe may withdraw any portion of the
amounts in the Hualapai Water Trust
Fund Account on approval by the Sec-
retary of a Tribal management plan sub-
mitted by the Tribe in accordance with the
American Indian Trust Fund Management
Reform Act of 1994 (25 U.S.C. 4001 et
seq.).

(ii) REQUIREMENTS.—In addition to
the requirements under the American In-
dian Trust Fund Management Reform Act
of 1994 (25 U.S.C. 4001 et seq.), the
Tribal management plan under this sub-
paragraph shall require that the Hualapai
Tribe spend all amounts withdrawn from
the Hualapai Water Trust Fund Account
and any investment earnings accrued
through the investments under the Tribal
management plan in accordance with this
Act.

(iii) ENFORCEMENT.—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary to enforce the Tribal management plan under this subparagraph to ensure that amounts withdrawn by the Hualapai Tribe from the Hualapai Water Trust Fund Account under clause (i) are used in accordance with this Act.

(B) WITHDRAWALS UNDER EXPENDITURE PLAN.—

(i) IN GENERAL.—The Hualapai Tribe may submit to the Secretary a request to withdraw funds from the Hualapai Water Trust Fund Account pursuant to an approved expenditure plan.

(ii) REQUIREMENTS.—To be eligible to withdraw amounts under an expenditure plan under this subparagraph, the Hualapai Tribe shall submit to the Secretary an expenditure plan for any portion of the Hualapai Water Trust Fund Account that the Hualapai Tribe elects to withdraw pursuant to this subparagraph, subject to the condition that the amounts

1 shall be used for the purposes described in
2 this Act.

3 (iii) INCLUSIONS.—An expenditure
4 plan under this subparagraph shall include
5 a description of the manner and purpose
6 for which the amounts proposed to be
7 withdrawn from the Hualapai Water Trust
8 Fund Account will be used by the
9 Hualapai Tribe, in accordance with para-
10 graph (7).

11 (iv) APPROVAL.—The Secretary shall
12 approve an expenditure plan submitted
13 under clause (ii) if the Secretary deter-
14 mines that the plan—

15 (I) is reasonable; and

16 (II) is consistent with, and will
17 be used for, the purposes of this Act.

18 (v) ENFORCEMENT.—The Secretary
19 may carry out such judicial and adminis-
20 trative actions as the Secretary determines
21 to be necessary to enforce an expenditure
22 plan to ensure that amounts disbursed
23 under this subparagraph are used in ac-
24 cordance with this Act.

1 (6) EFFECT OF TITLE.—Nothing in this section
2 gives the Hualapai Tribe the right to judicial review
3 of a determination of the Secretary relating to
4 whether to approve a Tribal management plan under
5 paragraph (5)(A) or an expenditure plan under
6 paragraph (5)(B) except under subchapter II of
7 chapter 5, and chapter 7, of title 5, United States
8 Code (commonly known as the “Administrative Pro-
9 cedure Act”).

10 (7) USES.—Amounts from the Hualapai Water
11 Trust Fund Account shall be used by the Hualapai
12 Tribe—

13 (A) to plan, design, construct, and conduct
14 related activities, including compliance with
15 Federal environmental laws under section 8, the
16 Hualapai Water Project, which shall be de-
17 signed to divert, treat, and convey up to 3,414
18 AFY of water from the Colorado River in the
19 lower basin in the State, including locations on
20 or directly adjacent to the Hualapai Reserva-
21 tion, for municipal, commercial, and industrial
22 uses on the Hualapai Reservation;

23 (B) to perform OM&R on the Hualapai
24 Water Project;

1 (C) to construct facilities to transport elec-
2 trical power to pump water for the Hualapai
3 Water Project;

4 (D) to construct, repair, and replace such
5 infrastructure as may be necessary for ground-
6 water wells on the Hualapai Reservation and to
7 construct infrastructure for delivery and use of
8 such groundwater on the Hualapai Reservation;

9 (E) to acquire land, interests in land, and
10 water rights outside the exterior boundaries of
11 the Hualapai Reservation that are located in
12 the Truxton Basin;

13 (F) to reimburse the Hualapai Tribe for
14 any—

15 (i) planning, design, and engineering
16 costs associated with the Hualapai Water
17 Project that the Hualapai Tribe incurs
18 using Tribal funds during the period—

19 (I) beginning on the date of en-
20 actment of this Act; and

21 (II) ending on the Enforceability
22 Date; and

23 (ii) construction costs associated with
24 the Hualapai Water Project that the

1 Hualapai Tribe incurs using Tribal funds
2 during the period—

3 (I) beginning on the date on
4 which the Secretary issues a record of
5 decision; and

6 (II) ending on the Enforceability
7 Date; and

8 (G) to make contributions to the Economic
9 Development Fund described in section 8.1 of
10 the Amended and Restated Hualapai Tribe Bill
11 Williams River Water Rights Settlement Agree-
12 ment for the purpose of purchasing additional
13 Colorado River water entitlements and appur-
14 tenant land.

15 (8) LIABILITY.—The Secretary and the Sec-
16 retary of the Treasury shall not be liable for the ex-
17 penditure or investment of any amounts withdrawn
18 from the Hualapai Water Trust Fund Account by
19 the Hualapai Tribe under paragraph (5).

20 (9) TITLE TO INFRASTRUCTURE.—Title to, con-
21 trol over, and operation of any project constructed
22 using funds from the Hualapai Water Trust Fund
23 Account shall remain in the Hualapai Tribe.

24 (10) OM&R.—All OM&R costs of any project
25 constructed using funds from the Hualapai Water

1 Trust Fund Account shall be the responsibility of
2 the Hualapai Tribe.

3 (11) NO PER CAPITA DISTRIBUTIONS.—No por-
4 tion of the Hualapai Water Trust Fund Account
5 shall be distributed on a per capita basis to any
6 member of the Hualapai Tribe.

7 (12) EXPENDITURE REPORTS.—The Hualapai
8 Tribe shall annually submit to the Secretary an ex-
9 penditure report describing accomplishments and
10 amounts spent from use of withdrawals under a
11 Tribal management plan or an expenditure plan
12 under this Act.

13 (b) HUALAPAI WATER SETTLEMENT IMPLEMENTA-
14 TION FUND ACCOUNT.—

15 (1) ESTABLISHMENT.—There is established in
16 the Treasury of the United States a nontrust, inter-
17 est-bearing account, to be known as the “Hualapai
18 Water Settlement Implementation Fund Account”
19 (referred to in this subsection as the “Implementa-
20 tion Fund Account”) to be managed and distributed
21 by the Secretary, for use by the Secretary for car-
22 rying out this Act.

23 (2) DEPOSITS.—The Secretary shall deposit in
24 the Implementation Fund Account the amounts
25 made available pursuant to section 7(a)(2).

1 (3) USES.—The Implementation Fund Account
2 shall be used by the Secretary to carry out section
3 15(c), including for groundwater monitoring in the
4 Truxton Basin.

5 (4) INTEREST.—In addition to the deposits
6 under paragraph (2), any investment earnings, in-
7 cluding interest, credited to amounts unexpended in
8 the Implementation Fund Account are authorized to
9 be appropriated to be used in accordance with para-
10 graph (3).

11 **SEC. 7. AUTHORIZATIONS OF APPROPRIATIONS.**

12 (a) AUTHORIZATIONS.—

13 (1) HUALAPAI WATER TRUST FUND AC-
14 COUNT.—There is authorized to be appropriated to
15 the Secretary for deposit in the Hualapai Water
16 Trust Fund Account \$ ~~180,000,000~~ 312,000,000, to
17 be available until expended, withdrawn, or reverted
18 to the general fund of the Treasury.

19 (2) HUALAPAI WATER SETTLEMENT IMPLEMEN-
20 TATION FUND ACCOUNT.—There is authorized to be
21 appropriated to the Secretary for deposit in the
22 Hualapai Water Settlement Implementation Fund
23 account established by section 6(b)(1) \$5,000,000.

24 (b) FLUCTUATION IN COSTS.—

1 (1) IN GENERAL.—The amount authorized to
2 be appropriated under subsection (a)(1) shall be in-
3 creased or decreased, as appropriate, by such
4 amounts as may be justified by reason of ordinary
5 fluctuations in costs occurring after the date of en-
6 actment of this Act, as indicated by the Bureau of
7 Reclamation Construction Cost Index—Composite
8 Trend.

9 (2) CONSTRUCTION COSTS ADJUSTMENT.—The
10 amount authorized to be appropriated under sub-
11 section (a)(1) shall be adjusted to address construc-
12 tion cost changes necessary to account for unfore-
13 seen market volatility that may not otherwise be
14 captured by engineering cost indices as determined
15 by the Secretary, including repricing applicable to
16 the types of construction and current industry
17 standards involved.

18 (3) REPETITION.—The adjustment process
19 under this subsection shall be repeated for each sub-
20 sequent amount appropriated until the amount au-
21 thorized, as adjusted, has been appropriated.

22 (4) PERIOD OF INDEXING.—The period of in-
23 dexing adjustment for any increment of funding
24 shall end on the date on which the funds are depos-
25 ited in the Hualapai Water Trust Fund Account.

1 **SEC. 8. ENVIRONMENTAL COMPLIANCE.**

2 (a) IN GENERAL.—Effective beginning on the date
3 of deposit of funds in the Hualapai Water Trust Fund
4 Account, the Hualapai Tribe may commence any environ-
5 mental, cultural, and historical compliance activities nec-
6 essary to implement the Hualapai Tribe water rights set-
7 tlement agreement and this Act, including activities nec-
8 essary to comply with all applicable provisions of—

9 (1) the Endangered Species Act of 1973 (16
10 U.S.C. 1531 et seq.);

11 (2) the National Environmental Policy Act of
12 1969 (42 U.S.C. 4321 et seq.), including the imple-
13 menting regulations of that Act; and

14 (3) all other applicable Federal environmental
15 or historical and cultural protection laws and regula-
16 tions.

17 (b) NO EFFECT ON OUTCOME.—Nothing in this Act
18 affects or directs the outcome of any analysis under the
19 National Environmental Policy Act of 1969 (42 U.S.C.
20 4321 et seq.) or any other applicable Federal environ-
21 mental or historical and cultural protection law.

22 (c) COMPLIANCE COSTS.—Any costs associated with
23 the performance of the compliance activities under sub-
24 section (a) shall be paid from funds deposited in the
25 Hualapai Water Trust Fund Account, subject to the con-
26 dition that any costs associated with the performance of

1 Federal approval or other review of such compliance work
2 or costs associated with inherently Federal functions shall
3 remain the responsibility of the Secretary.

4 (d) RECORD OF DECISION.—Construction of the
5 Hualapai Water Project shall not commence until the Sec-
6 retary issues a record of decision after completion of an
7 environmental impact statement for the Hualapai Water
8 Project.

9 (e) CONSTRUCTION COSTS.—Any costs of construc-
10 tion incurred by the Hualapai Tribe during the period be-
11 ginning on the date on which the Secretary issues a record
12 of decision and ending on the Enforceability Date shall
13 be paid by the Hualapai Tribe and not from funds depos-
14 ited in the Hualapai Water Trust Fund Account, subject
15 to the condition that, pursuant to section 6(a)(7)(F), the
16 Hualapai Tribe may be reimbursed after the Enforce-
17 ability Date from the Hualapai Water Trust Fund Ac-
18 count for any such costs of construction incurred by the
19 Hualapai Tribe prior to the Enforceability Date.

20 **SEC. 9. WAIVERS, RELEASES, AND RETENTIONS OF CLAIMS.**

21 (a) WAIVERS AND RELEASES OF CLAIMS BY THE
22 HUALAPAI TRIBE.—

23 (1) CLAIMS AGAINST THE STATE AND OTH-
24 ERS.—

1 (A) IN GENERAL.—Except as provided in
2 subparagraph (C), the Hualapai Tribe, on be-
3 half of the Hualapai Tribe and the members of
4 the Hualapai Tribe (but not members in the ca-
5 pacity of the members as allottees) and the
6 United States, acting as trustee for the
7 Hualapai Tribe and the members of the
8 Hualapai Tribe (but not members in the capac-
9 ity of the members as allottees), as part of the
10 performance of the respective obligations of the
11 Hualapai Tribe and the United States under
12 the Hualapai Tribe water rights settlement
13 agreement and this Act, are authorized to exe-
14 cute a waiver and release of any claims against
15 the State (or any agency or political subdivision
16 of the State) and any other individual, entity,
17 corporation, or municipal corporation under
18 Federal, State, or other law for all—

19 (i) past, present, and future claims for
20 water rights, including rights to Colorado
21 River water, for Hualapai land, arising
22 from time immemorial and, thereafter, for-
23 ever;

24 (ii) past, present, and future claims
25 for water rights, including rights to Colo-

1 rado River water, arising from time imme-
2 morial and, thereafter, forever, that are
3 based on the aboriginal occupancy of land
4 by the Hualapai Tribe, the predecessors of
5 the Hualapai Tribe, the members of the
6 Hualapai Tribe, or predecessors of the
7 members of the Hualapai Tribe;

8 (iii) past and present claims for injury
9 to water rights, including injury to rights
10 to Colorado River water, for Hualapai
11 land, arising from time immemorial
12 through the Enforceability Date;

13 (iv) past, present, and future claims
14 for injury to water rights, including injury
15 to rights to Colorado River water, arising
16 from time immemorial and, thereafter, for-
17 ever, that are based on the aboriginal occu-
18 pancy of land by the Hualapai Tribe, the
19 predecessors of the Hualapai Tribe, the
20 members of the Hualapai Tribe, or prede-
21 cessors of the members of the Hualapai
22 Tribe;

23 (v) claims for injury to water rights,
24 including injury to rights to Colorado
25 River water, arising after the Enforce-

1 ability Date, for Hualapai land, resulting
2 from the off-reservation diversion or use of
3 surface water, Colorado River water, or ef-
4 fluent in a manner not in violation of the
5 Hualapai Tribe water rights settlement
6 agreement or State law;

7 (vi) past, present, and future claims
8 arising out of, or relating in any manner
9 to, the negotiation, execution, or adoption
10 of the Hualapai Tribe water rights settle-
11 ment agreement, any judgment or decree
12 approving or incorporating the Hualapai
13 Tribe water rights settlement agreement,
14 or this Act;

15 (vii) claims for water rights of the
16 Hualapai Tribe or the United States, act-
17 ing as trustee for the Hualapai Tribe and
18 members of the Hualapai Tribe, with re-
19 spect to Parcel 3, in excess of 300 AFY;

20 (viii) claims for injury to water rights
21 arising after the Enforceability Date for
22 Hualapai land resulting from the off-res-
23 ervation diversion or use of groundwater
24 from—

1 (I) any well constructed outside
2 of the Truxton Basin on or before the
3 date of enactment of this Act;

4 (II) any well constructed outside
5 of the Truxton Basin, and not more
6 than 2 miles from the exterior bound-
7 aries of the Hualapai Reservation,
8 after the date of enactment of this
9 Act if—

10 (aa) the well was con-
11 structed to replace a well in ex-
12 istence on the date of enactment
13 of this Act;

14 (bb) the replacement well
15 was constructed within 660 feet
16 of the well being replaced; and

17 (cc) the pumping capacity
18 and case diameter of the replace-
19 ment well do not exceed the
20 pumping capacity and case di-
21 ameter of the well being replaced;
22 or

23 (III) any well constructed outside
24 the Truxton Basin, and not less than
25 2 miles from the exterior boundaries

1 of the Hualapai Reservation, after the
2 date of enactment of this Act, subject
3 to the condition that the authoriza-
4 tions and restrictions regarding the lo-
5 cation, size, and operation of wells in
6 the Bill Williams River watershed set
7 forth in the Bill Williams agreements
8 and the Bill Williams Act, and the
9 waivers of claims in the Bill Williams
10 agreements and the Bill Williams Act,
11 shall continue to apply to the parties
12 to the Bill Williams agreements, not-
13 withstanding the provisions of this
14 subsection; and

15 (ix) claims for injury to water rights
16 arising after the Enforceability Date, for
17 Hualapai land, resulting from the off-res-
18 ervation diversion or use of groundwater in
19 the Truxton Basin from—

20 (I) any well constructed within
21 the Truxton Basin for domestic pur-
22 poses or stock watering—

23 (aa) on or before the date on
24 which the Secretary provides

1 written notice to the State pursu-
2 ant to section 15(c)(2); or

3 (bb) after the date on which
4 the Secretary provides written
5 notice to the State pursuant to
6 that section if—

7 (AA) the well was con-
8 structed to replace a well in
9 existence on the date on
10 which the notice was pro-
11 vided;

12 (BB) the replacement
13 well was constructed within
14 660 feet of the well being re-
15 placed; and

16 (CC) the pumping ca-
17 pacity and case diameter of
18 the replacement well do not
19 exceed the pumping capacity
20 and case diameter of the
21 well being replaced; and

22 (II) any well constructed within
23 the Truxton Basin for purposes other
24 than domestic purposes or stock wa-
25 tering—

1 (aa) on or before the date of
2 enactment of this Act;

3 (bb) after the date of enact-
4 ment of this Act if the Secretary
5 has not provided written notice to
6 the State pursuant to section
7 15(c)(2); or

8 (cc) after the date of enact-
9 ment of this Act if the Secretary
10 has provided written notice to the
11 State pursuant to section
12 15(c)(2) and if—

13 (AA) the well was con-
14 structed to replace a well in
15 existence on the on which
16 date the notice was pro-
17 vided;

18 (BB) the replacement
19 well was constructed within
20 660 feet of the well being re-
21 placed; and

22 (CC) the pumping ca-
23 pacity and case diameter of
24 the replacement well do not
25 exceed the pumping capacity

1 and case diameter of the
2 well being replaced.

3 (B) EFFECTIVE DATE.—The waiver and
4 release of claims described in subparagraph (A)
5 shall take effect on the Enforceability Date.

6 (C) RESERVATION OF RIGHTS AND RETEN-
7 TION OF CLAIMS.—Notwithstanding the waiver
8 and release of claims described in subparagraph
9 (A), the Hualapai Tribe, acting on behalf of the
10 Hualapai Tribe and the members of the
11 Hualapai Tribe, and the United States, acting
12 as trustee for the Hualapai Tribe and the mem-
13 bers of the Hualapai Tribe (but not members in
14 the capacity of the members as allottees), shall
15 retain any right—

16 (i) subject to subparagraph 12.7 of
17 the Hualapai Tribe water rights settlement
18 agreement, to assert claims for injuries to,
19 and seek enforcement of, the rights of the
20 Hualapai Tribe under the Hualapai Tribe
21 water rights settlement agreement or this
22 Act in any Federal or State court of com-
23 petent jurisdiction;

24 (ii) to assert claims for injuries to,
25 and seek enforcement of, the rights of the

1 Hualapai Tribe under any judgment or de-
2 cree approving or incorporating the
3 Hualapai Tribe water rights settlement
4 agreement;

5 (iii) to assert claims for water rights
6 based on State law for land owned or ac-
7 quired by the Hualapai Tribe in fee, under
8 subparagraph 4.8 of the Hualapai Tribe
9 water rights settlement agreement;

10 (iv) to object to any claims for water
11 rights or injury to water rights by or for
12 any Indian Tribe or the United States, act-
13 ing on behalf of any Indian Tribe;

14 (v) to assert past, present, or future
15 claims for injury to water rights against
16 any Indian Tribe or the United States, act-
17 ing on behalf of any Indian Tribe;

18 (vi) to assert claims for injuries to,
19 and seek enforcement of, the rights of the
20 Hualapai Tribe under the Bill Williams
21 agreements or the Bill Williams Act in any
22 Federal or State court of competent juris-
23 diction;

24 (vii) subject to paragraphs (1), (3),
25 (4), and (5) of section 5(e), to assert the

1 rights of the Hualapai Tribe under any
2 Colorado River water entitlement pur-
3 chased by or donated to the Hualapai
4 Tribe; and

5 (viii) to assert claims for injury to
6 water rights arising after the Enforce-
7 ability Date for Hualapai land resulting
8 from any off-reservation diversion or use of
9 groundwater, without regard to quantity,
10 from—

11 (I) any well constructed after the
12 date of enactment of this Act outside
13 of the Truxton Basin and not more
14 than 2 miles from the exterior bound-
15 aries of the Hualapai Reservation, ex-
16 cept a replacement well described in
17 subparagraph (A)(viii)(II), subject to
18 the authorizations and restrictions re-
19 garding the location, size, and oper-
20 ation of wells in the Bill Williams
21 River watershed, and the waivers of
22 claims, set forth in the Bill Williams
23 agreements and the Bill Williams Act;

24 (II) any well constructed within
25 the Truxton Basin for domestic pur-

poses or stock watering after the date on which the Secretary has provided written notice to the State pursuant to section 15(c)(2), except for a replacement well described in subparagraph (A)(ix)(I)(bb); and

(III) any well constructed within the Truxton Basin for purposes other than domestic purposes or stock watering after the date of enactment of this Act, if the Secretary has provided notice to the State pursuant to section 15(c)(2), except for a replacement well as described in subparagraph (A)(ix)(II)(cc).

(2) CLAIMS AGAINST UNITED STATES.—

(A) IN GENERAL.—Except as provided in subparagraph (C), the Hualapai Tribe, acting on behalf of the Hualapai Tribe and the members of the Hualapai Tribe (but not members in the capacity of the members as allottees) as part of the performance of the obligations of the Hualapai Tribe under the Hualapai Tribe water rights settlement agreement and this Act, is authorized to execute a waiver and release of

1 all claims against the United States, including
2 agencies, officials, and employees of the United
3 States, under Federal, State, or other law for
4 all—

5 (i) past, present, and future claims for
6 water rights, including rights to Colorado
7 River water, for Hualapai land, arising
8 from time immemorial and, thereafter, for-
9 ever;

10 (ii) past, present, and future claims
11 for water rights, including rights to Colo-
12 rado River water, arising from time imme-
13 morial and, thereafter, forever, that are
14 based on the aboriginal occupancy of land
15 by the Hualapai Tribe, the predecessors of
16 the Hualapai Tribe, the members of the
17 Hualapai Tribe, or predecessors of the
18 members of the Hualapai Tribe;

19 (iii) past and present claims relating
20 in any manner to damages, losses, or in-
21 jury to water rights (including injury to
22 rights to Colorado River water), land, or
23 other resources due to loss of water or
24 water rights (including damages, losses, or
25 injuries to hunting, fishing, gathering, or

1 cultural rights due to loss of water or
2 water rights, claims relating to interference
3 with, diversion, or taking of water, or
4 claims relating to the failure to protect, ac-
5 quire, or develop water, water rights, or
6 water infrastructure) within the State that
7 first accrued at any time prior to the En-
8 forceability Date;

9 (iv) past and present claims for injury
10 to water rights, including injury to rights
11 to Colorado River water, for Hualapai
12 land, arising from time immemorial
13 through the Enforceability Date;

14 (v) past, present, and future claims
15 for injury to water rights, including injury
16 to rights to Colorado River water, arising
17 from time immemorial and, thereafter, for-
18 ever, that are based on the aboriginal occu-
19 pancy of land by the Hualapai Tribe, the
20 predecessors of the Hualapai Tribe, the
21 members of the Hualapai Tribe, or prede-
22 cessors of the members of the Hualapai
23 Tribe;

24 (vi) claims for injury to water rights,
25 including injury to rights to Colorado

1 River water, arising after the Enforce-
2 ability Date for Hualapai land, resulting
3 from the off-reservation diversion or use of
4 surface water, Colorado River water, or ef-
5 fluent in a manner not in violation of the
6 Hualapai Tribe water rights settlement
7 agreement or State law;

8 (vii) past, present, and future claims
9 arising out of, or relating in any manner
10 to, the negotiation, execution, or adoption
11 of the Hualapai Tribe water rights settle-
12 ment agreement, any judgment or decree
13 approving or incorporating the Hualapai
14 Tribe water rights settlement agreement,
15 or this Act;

16 (viii) claims for injury to water rights
17 arising after the Enforceability Date for
18 Hualapai land resulting from the off-Res-
19 ervation diversion or use of groundwater
20 from—

21 (I) any well constructed on public
22 domain land outside of the Truxton
23 Basin on or before the date of enact-
24 ment of this Act;

1 (II) any well constructed on pub-
2 lic domain land outside of the Truxton
3 Basin, and not more than 2 miles
4 from the exterior boundaries of the
5 Hualapai Reservation, after the date
6 of enactment of this Act if—

7 (aa) the well was con-
8 structed to replace a well in ex-
9 istence on the date of enactment
10 of this Act;

11 (bb) the replacement well
12 was constructed within 660 feet
13 of the well being replaced; and

14 (cc) the pumping capacity
15 and case diameter of the replace-
16 ment well do not exceed the
17 pumping capacity and case di-
18 ameter of the well being replaced;
19 or

20 (III) any well constructed on
21 public domain land outside of the
22 Truxton Basin, and not less than 2
23 miles from the exterior boundaries of
24 the Hualapai Reservation, after the
25 date of enactment of this Act, subject

1 to the condition that the authoriza-
2 tions and restrictions regarding the lo-
3 cation, size, and operation of wells in
4 the Bill Williams River watershed set
5 forth in the Bill Williams agreements
6 and the Bill Williams Act, and the
7 waivers of claims in the Bill Williams
8 agreements and the Bill Williams Act,
9 shall continue to apply to the parties
10 to the Bill Williams agreements, not-
11 withstanding the provisions of this
12 subsection; and

13 (ix) claims for injury to water rights
14 arising after the Enforceability Date for
15 Hualapai land resulting from the off-res-
16 ervation diversion or use of groundwater in
17 the Truxton Basin from—

18 (I) any well constructed on public
19 domain land within the Truxton Basin
20 for domestic purposes or stock water-
21 ing—

22 (aa) on or before the date on
23 which the Secretary provides
24 written notice to the State pursu-
25 ant to section 15(c)(2); or

1 (bb) after the date on which
2 the Secretary provides written
3 notice to the State pursuant to
4 that section if—

5 (AA) the well was con-
6 structed to replace a well in
7 existence on the date on
8 which the notice was pro-
9 vided;

10 (BB) the replacement
11 well was constructed within
12 660 feet of the well being re-
13 placed; and

14 (CC) the pumping ca-
15 pacity and case diameter of
16 the replacement well do not
17 exceed the pumping capacity
18 and case diameter of the
19 well being replaced; and

20 (II) any well constructed on pub-
21 lic domain land within the Truxton
22 Basin for purposes other than domes-
23 tic purposes or stock watering—

24 (aa) on or before the date of
25 enactment of this Act;

1 (bb) after the date of enact-
2 ment of this Act if the Secretary
3 has not provided written notice to
4 the State pursuant to section
5 15(c)(2); or

6 (cc) after the date of enact-
7 ment of this Act if the Secretary
8 has provided written notice to the
9 State pursuant to section
10 15(c)(2) and if—

11 (AA) the well was con-
12 structed to replace a well in
13 existence on the date on
14 which the notice was pro-
15 vided;

16 (BB) the replacement
17 well was constructed within
18 660 feet of the well being re-
19 placed; and

20 (CC) the pumping ca-
21 pacity and case diameter of
22 the replacement well do not
23 exceed the pumping capacity
24 and case diameter of the
25 well being replaced.

1 (B) EFFECTIVE DATE.—The waiver and
2 release of claims described in subparagraph (A)
3 shall take effect on the Enforceability Date.

4 (C) RETENTION OF CLAIMS.—Notwith-
5 standing the waiver and release of claims de-
6 scribed in subparagraph (A), the Hualapai
7 Tribe and the members of the Hualapai Tribe
8 (but not members in the capacity of the mem-
9 bers as allottees) shall retain any right—

10 (i) subject to subparagraph 12.7 of
11 the Hualapai Tribe water rights settlement
12 agreement, to assert claims for injuries to,
13 and seek enforcement of, the rights of the
14 Hualapai Tribe under the Hualapai Tribe
15 water rights settlement agreement or this
16 Act in any Federal or State court of com-
17 petent jurisdiction;

18 (ii) to assert claims for injuries to,
19 and seek enforcement of, the rights of the
20 Hualapai Tribe under any judgment or de-
21 cree approving or incorporating the
22 Hualapai Tribe water rights settlement
23 agreement;

24 (iii) to assert claims for water rights
25 based on State law for land owned or ac-

1 quired by the Hualapai Tribe in fee under
2 subparagraph 4.8 of the Hualapai Tribe
3 water rights settlement agreement;

4 (iv) to object to any claims for water
5 rights or injury to water rights by or for
6 any Indian Tribe or the United States, act-
7 ing on behalf of any Indian Tribe;

8 (v) to assert past, present, or future
9 claims for injury to water rights against
10 any Indian Tribe or the United States, act-
11 ing on behalf of any Indian Tribe;

12 (vi) to assert claims for injuries to,
13 and seek enforcement of, the rights of the
14 Hualapai Tribe under the Bill Williams
15 agreements or the Bill Williams Act in any
16 Federal or State court of competent juris-
17 diction;

18 (vii) subject to paragraphs (1), (3),
19 (4), and (5) of section 5(e), to assert the
20 rights of the Hualapai Tribe under any
21 Colorado River water entitlement pur-
22 chased by or donated to the Hualapai
23 Tribe; and

24 (viii) to assert any claims for injury to
25 water rights arising after the Enforce-

1 ability Date for Hualapai land resulting
2 from any off-reservation diversion or use of
3 groundwater, without regard to quantity,
4 from—

5 (I) any well constructed after the
6 date of enactment of this Act on pub-
7 lic domain land outside of the Truxton
8 Basin and not more than 2 miles from
9 the exterior boundaries of the
10 Hualapai Reservation, except for a re-
11 placement well described in subpara-
12 graph (A)(viii)(II), subject to the au-
13 thorizations and restrictions regarding
14 the location, size, and operation of
15 wells in the Bill Williams River water-
16 shed, and the waivers of claims, set
17 forth in the Bill Williams agreements
18 and the Bill Williams Act;

19 (II) any well constructed on pub-
20 lic domain land within the Truxton
21 Basin for domestic purposes or stock
22 watering after the date on which the
23 Secretary has provided written notice
24 to the State pursuant to section
25 15(c)(2), except for a replacement

1 well described in subparagraph
2 (A)(ix)(I)(bb); and
3 (III) any well constructed on
4 public domain land within the
5 Truxton Basin for purposes other
6 than domestic purposes or stock wa-
7 tering after the date of enactment of
8 this Act, if the Secretary has provided
9 notice to the State pursuant to section
10 15(c)(2), except for a replacement
11 well as described in subparagraph
12 (A)(ix)(II)(cc).

13 (b) WAIVERS AND RELEASES OF CLAIMS BY UNITED
14 STATES, ACTING AS TRUSTEE FOR ALLOTTEES.—

15 (1) IN GENERAL.—Except as provided in para-
16 graph (3), the United States, acting as trustee for
17 the allottees of the Hualapai Tribe, as part of the
18 performance of the obligations of the United States
19 under the Hualapai Tribe water rights settlement
20 agreement and this Act, is authorized to execute a
21 waiver and release of any claims against the State
22 (or any agency or political subdivision of the State),
23 the Hualapai Tribe, and any other individual, entity,
24 corporation, or municipal corporation under Federal,
25 State, or other law, for all—

1 (A) past, present, and future claims for
2 water rights, including rights to Colorado River
3 water, for the allotments, arising from time im-
4 memorial and, thereafter, forever;

5 (B) past, present, and future claims for
6 water rights, including rights to Colorado River
7 water, arising from time immemorial and,
8 thereafter, forever, that are based on the ab-
9 original occupancy of land by the allottees or
10 predecessors of the allottees;

11 (C) past and present claims for injury to
12 water rights, including injury to rights to Colo-
13 rado River water, for the allotments, arising
14 from time immemorial through the Enforce-
15 ability Date;

16 (D) past, present, and future claims for in-
17 jury to water rights, if any, including injury to
18 rights to Colorado River water, arising from
19 time immemorial and, thereafter, forever, that
20 are based on the aboriginal occupancy of land
21 by the allottees or predecessors of the allottees;

22 (E) claims for injury to water rights, in-
23 cluding injury to rights to Colorado River
24 water, arising after the Enforceability Date, for
25 the allotments, resulting from the off-reserva-

tion diversion or use of water in a manner not
in violation of the Hualapai Tribe water rights
settlement agreement or State law;

(F) past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the Hualapai Tribe water rights settlement agreement, any judgment or decree approving or incorporating the Hualapai Tribe water rights settlement agreement, or this Act; and

(G) claims for any water rights of the allottees or the United States acting as trustee for the allottees with respect to—

(i) Parcel 1, in excess of 82 AFY; or

(ii) Parcel 2, in excess of 312 AFY.

(2) EFFECTIVE DATE.—The waiver and release of claims under paragraph (1) shall take effect on the Enforceability Date.

(3) RETENTION OF CLAIMS.—Notwithstanding the waiver and release of claims described in paragraph (1), the United States, acting as trustee for the allottees of the Hualapai Tribe, shall retain any right—

(A) subject to subparagraph 12.7 of the Hualapai Tribe water rights settlement agree-

1 ment, to assert claims for injuries to, and seek
2 enforcement of, the rights of the allottees, if
3 any, under the Hualapai Tribe water rights set-
4 tlement agreement or this Act in any Federal or
5 State court of competent jurisdiction;

6 (B) to assert claims for injuries to, and
7 seek enforcement of, the rights of the allottees
8 under any judgment or decree approving or in-
9 corporating the Hualapai Tribe water rights
10 settlement agreement;

11 (C) to object to any claims for water rights
12 or injury to water rights by or for—

13 (i) any Indian Tribe other than the
14 Hualapai Tribe; or

15 (ii) the United States, acting on be-
16 half of any Indian Tribe other than the
17 Hualapai Tribe;

18 (D) to assert past, present, or future
19 claims for injury to water rights against—

20 (i) any Indian Tribe other than the
21 Hualapai Tribe; or

22 (ii) the United States, acting on be-
23 half of any Indian Tribe other than the
24 Hualapai Tribe; and

1 (E) to assert claims for injuries to, and
2 seek enforcement of, the rights of the allottees
3 under the Bill Williams agreements or the Bill
4 Williams Act in any Federal or State court of
5 competent jurisdiction.

6 (c) WAIVER AND RELEASE OF CLAIMS BY UNITED
7 STATES AGAINST HUALAPAI TRIBE.—

8 (1) IN GENERAL.—Except as provided in para-
9 graph (3), the United States, in all capacities (ex-
10 cept as trustee for an Indian Tribe other than the
11 Hualapai Tribe), as part of the performance of the
12 obligations of the United States under the Hualapai
13 Tribe water rights settlement agreement and this
14 Act, is authorized to execute a waiver and release of
15 all claims against the Hualapai Tribe, the members
16 of the Hualapai Tribe, or any agency, official, or
17 employee of the Hualapai Tribe, under Federal,
18 State or any other law for all—

19 (A) past and present claims for injury to
20 water rights, including injury to rights to Colo-
21 rado River water, resulting from the diversion
22 or use of water on Hualapai land arising from
23 time immemorial through the Enforceability
24 Date;

1 (B) claims for injury to water rights, in-
2 cluding injury to rights to Colorado River
3 water, arising after the Enforceability Date, re-
4 sulting from the diversion or use of water on
5 Hualapai land in a manner that is not in viola-
6 tion of the Hualapai Tribe water rights settle-
7 ment agreement or State law; and

8 (C) past, present, and future claims aris-
9 ing out of, or related in any manner to, the ne-
10 gotiation, execution, or adoption of the
11 Hualapai Tribe water rights settlement agree-
12 ment, any judgment or decree approving or in-
13 corporating the Hualapai Tribe water rights
14 settlement agreement, or this Act.

15 (2) EFFECTIVE DATE.—The waiver and release
16 of claims under paragraph (1) shall take effect on
17 the Enforceability Date.

18 (3) RETENTION OF CLAIMS.—Notwithstanding
19 the waiver and release of claims described in para-
20 graph (1), the United States shall retain any right
21 to assert any claim not expressly waived in accord-
22 ance with that paragraph, including any right to as-
23 sert a claim for injury to, and seek enforcement of,
24 any right of the United States under the Bill Wil-

1 liams agreements or the Bill Williams Act, in any
 2 Federal or State court of competent jurisdiction.

3 (d) BILL WILLIAMS RIVER PHASE 2 WATER RIGHTS
 4 SETTLEMENT AGREEMENT WAIVER, RELEASE, AND RE-
 5 TENTION OF CLAIMS.—

6 (1) CLAIMS AGAINST FREEPORT.—

7 (A) IN GENERAL.—Except as provided in
 8 subparagraph (C), the United States, acting
 9 solely on behalf of the Department of the Inte-
 10 rior (including the Bureau of Land Manage-
 11 ment and the United States Fish and Wildlife
 12 Service), as part of the performance of the obli-
 13 gations of the United States under the Bill Wil-
 14 liams River phase 2 water rights settlement
 15 agreement, is authorized to execute a waiver
 16 and release of all claims of the United States
 17 against Freeport under Federal, State, or any
 18 other law for—

19 (i) any past or present claim for in-
 20 jury to water rights resulting from—

21 (I) the diversion or use of water
 22 by Freeport pursuant to the water
 23 rights described in Exhibit 4.1(ii) to
 24 the Bill Williams River phase 2 water
 25 rights settlement agreement; and

1 (II) any other diversion or use of
2 water for mining purposes authorized
3 by the Bill Williams River phase 2
4 water rights settlement agreement;

5 (ii) any claim for injury to water
6 rights arising after the Bill Williams River
7 Phase 2 Enforceability Date resulting
8 from—

9 (I) the diversion or use of water
10 by Freeport pursuant to the water
11 rights described in Exhibit 4.1(ii) to
12 the Bill Williams River phase 2 water
13 rights settlement agreement in a man-
14 ner not in violation of the Bill Wil-
15 liams River phase 2 water rights set-
16 tlement agreement;

17 (II) the diversion of up to 2,500
18 AFY of water by Freeport from Sycamore
19 Creek as permitted by section
20 4.3(iv) of the Bill Williams River
21 phase 2 water rights settlement agree-
22 ment; and

23 (III) any other diversion or use
24 of water by Freeport authorized by
25 the Bill Williams River phase 2 water

1 rights settlement agreement, subject
2 to the condition that such a diversion
3 and use of water is conducted in a
4 manner not in violation of the Bill
5 Williams River phase 2 water rights
6 settlement agreement; and

7 (iii) any past, present, or future claim
8 arising out of, or relating in any manner
9 to, the negotiation or execution of the Bill
10 Williams River phase 2 water rights settle-
11 ment agreement, the Hualapai Tribe water
12 rights settlement agreement, or this Act.

13 (B) EFFECTIVE DATE.—The waiver and
14 release of claims under subparagraph (A) shall
15 take effect on the Bill Williams River Phase 2
16 Enforceability Date.

17 (C) RETENTION OF CLAIMS.—The United
18 States shall retain all rights not expressly
19 waived in the waiver and release of claims
20 under subparagraph (A), including, subject to
21 section 6.4 of the Bill Williams River phase 2
22 water rights settlement agreement, the right to
23 assert a claim for injury to, and seek enforce-
24 ment of, the Bill Williams River phase 2 water
25 rights settlement agreement or this Act, in any

1 Federal or State court of competent jurisdiction
 2 (but not a Tribal court).

3 (2) NO PRECEDENTIAL EFFECT.—

4 (A) PENDING AND FUTURE PRO-
 5 CEEDINGS.—The Bill Williams River phase 2
 6 water rights settlement agreement shall have no
 7 precedential effect in any other administrative
 8 or judicial proceeding, including—

9 (i) any pending or future general
 10 stream adjudication, or any other litigation
 11 involving Freeport or the United States,
 12 including any proceeding to establish or
 13 quantify a Federal reserved water right;

14 (ii) any pending or future administra-
 15 tive or judicial proceeding relating to an
 16 application—

17 (I) to appropriate water (for
 18 instream flow or other purposes);

19 (II) to sever and transfer a water
 20 right;

21 (III) to change a point of diver-
 22 sion; or

23 (IV) to change a place of use for
 24 any water right; and

1 (iii) any proceeding regarding water
 2 rights or a claim relating to any Federal
 3 land.

4 (B) NO METHODOLOGY OR STANDARD.—
 5 Nothing in the Bill Williams River phase 2
 6 water rights settlement agreement establishes
 7 any standard or methodology to be used for the
 8 quantification of any claim to water rights
 9 (whether based on Federal or State law) in any
 10 judicial or administrative proceeding, other than
 11 a proceeding to enforce the terms of the Bill
 12 Williams River phase 2 water rights settlement
 13 agreement.

14 **SEC. 10. SATISFACTION OF WATER RIGHTS AND OTHER**
 15 **BENEFITS.**

16 (a) HUALAPAI TRIBE AND MEMBERS.—

17 (1) IN GENERAL.—The benefits realized by the
 18 Hualapai Tribe and the members of the Hualapai
 19 Tribe (but not members in the capacity of the mem-
 20 bers as allottees) under the Hualapai Tribe water
 21 rights settlement agreement, this Act, the Bill Wil-
 22 liams agreements, and the Bill Williams Act shall be
 23 in full satisfaction of all claims of the Hualapai
 24 Tribe, the members of the Hualapai Tribe, and the
 25 United States, acting in the capacity of the United

1 States as trustee for the Hualapai Tribe and the
2 members of the Hualapai Tribe, for water rights and
3 injury to water rights under Federal, State, or other
4 law with respect to Hualapai land.

5 (2) SATISFACTION.—Any entitlement to water
6 of the Hualapai Tribe and the members of the
7 Hualapai Tribe (but not members in the capacity of
8 the members as allottees) or the United States, act-
9 ing in the capacity of the United States as trustee
10 for the Hualapai Tribe and the members of the
11 Hualapai Tribe (but not members in the capacity of
12 the members as allottees), for Hualapai land shall be
13 satisfied out of the water resources and other bene-
14 fits granted, confirmed, quantified, or recognized by
15 the Hualapai Tribe water rights settlement agree-
16 ment, this Act, the Bill Williams agreements, and
17 the Bill Williams Act to or for the Hualapai Tribe,
18 the members of the Hualapai Tribe (but not mem-
19 bers in the capacity of the members as allottees),
20 and the United States, acting in the capacity of the
21 United States as trustee for the Hualapai Tribe and
22 the members of the Hualapai Tribe (but not mem-
23 bers in the capacity of the members as allottees).

24 (b) ALLOTTEE WATER CLAIMS.—

1 (1) IN GENERAL.—The benefits realized by the
2 allottees of the Hualapai Tribe under the Hualapai
3 Tribe water rights settlement agreement, this Act,
4 the Bill Williams agreements, and the Bill Williams
5 Act shall be in complete replacement of and substi-
6 tution for, and full satisfaction of, all claims with re-
7 spect to allotments of the allottees and the United
8 States, acting in the capacity of the United States
9 as trustee for the allottees, for water rights and in-
10 jury to water rights under Federal, State, or other
11 law.

12 (2) SATISFACTION.—Any entitlement to water
13 of the allottees or the United States, acting in the
14 capacity of the United States as trustee for the
15 allottees, for allotments shall be satisfied out of the
16 water resources and other benefits granted, con-
17 firmed, or recognized by the Hualapai Tribe water
18 rights settlement agreement, this Act, the Bill Wil-
19 liams agreements, and the Bill Williams Act to or
20 for the allottees and the United States, acting as
21 trustee for the allottees.

22 (c) EFFECT.—Notwithstanding subsections (a) and
23 (b), nothing in this Act or the Hualapai Tribe water rights
24 settlement agreement—

1 (1) recognizes or establishes any right of a
 2 member of the Hualapai Tribe or an allottee to
 3 water on Hualapai land; or

4 (2) prohibits the Hualapai Tribe or an allottee
 5 from acquiring additional water rights by purchase
 6 of land, credits, or water rights.

7 **SEC. 11. LAND ADDED TO HUALAPAI RESERVATION.**

8 The following land in the State is added to the
 9 Hualapai Reservation:

10 (1) PUBLIC LAW 93-560.—The land held in
 11 trust by the United States for the Hualapai Tribe
 12 pursuant to the first section of Public Law 93-560
 13 (88 Stat. 1820).

14 (2) 1947 JUDGMENT.—The land deeded to the
 15 United States in the capacity of the United States
 16 as trustee for the Hualapai Tribe pursuant to the
 17 1947 judgment.

18 (3) TRUXTON TRIANGLE.—That portion of the
 19 S½ sec. 3, lying south of the south boundary of the
 20 Hualapai Reservation and north of the north right-
 21 of-way boundary of Arizona Highway 66, and
 22 bounded by the west section line of that sec. 3 and
 23 the south section line of that sec. 3, T. 24 N., R.
 24 12 W., Gila and Salt River Base and Meridian, Mo-
 25 have County, Arizona.

1 (4) HUNT PARCEL 4.—SW¹/₄NE¹/₄ sec. 7, T.
 2 25 N., R. 13 W., Gila and Salt River Base and Me-
 3 ridian, Mohave County, Arizona.

4 (5) HUNT PARCELS 1 AND 2.—In T. 26 N., R.
 5 14 W., Gila and Salt River Base and Meridian, Mo-
 6 have County, Arizona—

7 (A) NE¹/₄SW¹/₄ sec. 9; and

8 (B) NW¹/₄SE¹/₄ sec. 27.

9 (6) HUNT PARCEL 3.—SW¹/₄NE¹/₄ sec. 25, T.
 10 27 N., R. 15 W., Gila and Salt River Base and Me-
 11 ridian, Mohave County, Arizona.

12 (7) HUNT PARCEL 5.—In sec. 1, T. 25 N., R.
 13 14 W., Gila and Salt River Base and Meridian, Mo-
 14 have County, Arizona—

15 (A) SE¹/₄;

16 (B) E¹/₂SW¹/₄; and

17 (C) SW¹/₄SW¹/₄.

18 (8) VALENTINE CEMETERY PARCEL.—

19 ~~W¹/₂W¹/₄SW¹/₄~~ W¹/₂NW¹/₄SW¹/₄ sec. 22, T. 23 N., R.
 20 13 W., Gila and Salt River Base and Meridian, Mo-
 21 have County, Arizona, excepting and reserving to the
 22 United States a right-of-way for ditches or canals
 23 constructed by the authority of the United States,
 24 pursuant to the Act of August 30, 1890 (43 U.S.C.
 25 945).

1 **SEC. 12. TRUST LAND.**

2 (a) LAND TO BE TAKEN INTO TRUST.—

3 (1) IN GENERAL.—On the date of enactment of
4 this Act, the Secretary is authorized and directed to
5 take legal title to the land described in paragraph
6 (2) and hold such land in trust for the benefit of the
7 Hualapai Tribe.

8 (2) CHOLLA CANYON RANCH PARCELS.—The
9 land referred to in paragraph (1) is, in T. 16 N., R.
10 13 W., Gila and Salt River Base and Meridian, Mo-
11 have County, Arizona—

12 (A) SW¹/₄ sec. 25; and

13 (B) NE¹/₄ and NE¹/₄ SE¹/₄ sec. 35.

14 (b) RESERVATION STATUS.—The land taken into
15 trust under subsection (a) shall be part of the Hualapai
16 Reservation and administered in accordance with the laws
17 and regulations generally applicable to land held in trust
18 by the United States for an Indian Tribe.

19 (c) VALID EXISTING RIGHTS.—The land taken into
20 trust under subsection (a) shall be subject to valid existing
21 rights, including easements, rights-of-way, contracts, and
22 management agreements.

23 (d) LIMITATIONS.—Nothing in subsection (a) af-
24 fects—

1 (1) any water right of the Hualapai Tribe in ex-
 2 istence under State law before the date of enactment
 3 of this Act; or

4 (2) any right or claim of the Hualapai Tribe to
 5 any land or interest in land in existence before the
 6 date of enactment of this Act.

7 (e) FUTURE TRUST LAND.—

8 (1) NEW STATUTORY REQUIREMENT.—Effective
 9 beginning on the date of enactment of this Act, and
 10 except as provided in subsection (a), any land lo-
 11 cated in the State outside the exterior boundaries of
 12 the Hualapai Reservation may only be taken into
 13 trust by the United States for the benefit of the
 14 Hualapai Tribe by an Act of Congress—

15 (A) that specifically authorizes the transfer
 16 of the land for the benefit of the Hualapai
 17 Tribe; and

18 (B) the date of enactment of which is after
 19 the date of enactment of this Act.

20 (2) WATER RIGHTS.—Any land taken into trust
 21 for the benefit of the Hualapai Tribe under para-
 22 graph (1)—

23 (A) shall include water rights only under
 24 State law; and

1 (B) shall not include any federally reserved
 2 water rights.

3 **SEC. 13. REALLOCATION OF CAP NIA PRIORITY WATER;**
 4 **FIRMING; WATER DELIVERY CONTRACT; COL-**
 5 **ORADO RIVER ACCOUNTING.**

6 (a) REALLOCATION TO THE HUALAPAI TRIBE.—On
 7 the Enforceability Date, the Secretary shall reallocate to
 8 the Hualapai Tribe the Hualapai Tribe CAP water.

9 (b) FIRMING.—

10 (1) HUALAPAI TRIBE CAP WATER.—Except as
 11 provided in subsection (c)(2)(H), the Hualapai Tribe
 12 CAP water shall be firmed as follows:

13 (A) In accordance with section
 14 105(b)(1)(B) of the Central Arizona Project
 15 Settlement Act of 2004 (Public Law 108–451;
 16 118 Stat. 3492), for the 100-year period begin-
 17 ning on January 1, 2008, the Secretary shall
 18 firm 557.50 AFY of the Hualapai Tribe CAP
 19 water to the equivalent of CAP M&I priority
 20 water.

21 (B) In accordance with section
 22 105(b)(2)(B) of the Central Arizona Project
 23 Settlement Act of 2004 (Public Law 108–451;
 24 118 Stat. 3492), for the 100-year period begin-
 25 ning on January 1, 2008, the State shall firm

1 557.50 AFY of the Hualapai Tribe CAP water
2 to the equivalent of CAP M&I priority water.

3 (2) ADDITIONAL FIRING.—The Hualapai
4 Tribe may, at the expense of the Hualapai Tribe,
5 take additional actions to firm or supplement the
6 Hualapai Tribe CAP water, including by entering
7 into agreements for that purpose with the Central
8 Arizona Water Conservation District, the Arizona
9 Water Banking Authority, or any other lawful au-
10 thority, in accordance with State law.

11 (c) HUALAPAI TRIBE WATER DELIVERY CON-
12 TRACT.—

13 (1) IN GENERAL.—In accordance with the
14 Hualapai Tribe water rights settlement agreement
15 and the requirements described in paragraph (2),
16 the Secretary shall enter into the Hualapai Tribe
17 water delivery contract.

18 (2) REQUIREMENTS.—The requirements re-
19 ferred to in paragraph (1) are the following:

20 (A) IN GENERAL.—The Hualapai Tribe
21 water delivery contract shall—

22 (i) be for permanent service (as that
23 term is used in section 5 of the Boulder
24 Canyon Project Act (43 U.S.C. 617d));

1 (ii) take effect on the Enforceability
2 Date; and

3 (iii) be without limit as to term.

4 (B) HUALAPAI TRIBE CAP WATER.—

5 (i) IN GENERAL.—The Hualapai
6 Tribe CAP water may be delivered for use
7 in the lower basin in the State through—

8 (I) the Hualapai Water Project;

9 or

10 (II) the CAP system.

11 (ii) METHOD OF DELIVERY.—The
12 Secretary shall authorize the delivery of
13 Hualapai Tribe CAP water under this sub-
14 paragraph to be effected by the diversion
15 and use of water directly from the Colo-
16 rado River in the State.

17 (C) CONTRACTUAL DELIVERY.—The Sec-
18 retary shall deliver the Hualapai Tribe CAP
19 water to the Hualapai Tribe in accordance with
20 the terms and conditions of the Hualapai Tribe
21 water delivery contract.

22 (D) DISTRIBUTION OF CAP NIA PRIORITY
23 WATER.—

24 (i) IN GENERAL.—Except as provided
25 in clause (ii), if, for any year, the available

1 CAP supply is insufficient to meet all de-
 2 mands under CAP contracts and CAP sub-
 3 contracts for the delivery of CAP NIA pri-
 4 ority water, the Secretary and the CAP op-
 5 erating agency shall prorate the available
 6 CAP NIA priority water among the CAP
 7 contractors and CAP subcontractors hold-
 8 ing contractual entitlements to CAP NIA
 9 priority water on the basis of the quantity
 10 of CAP NIA priority water used by each
 11 such CAP contractor and CAP subcon-
 12 tractor in the last year in which the avail-
 13 able CAP supply was sufficient to fill all
 14 orders for CAP NIA priority water.

15 (ii) EXCEPTION.—

16 (I) IN GENERAL.—Notwith-
 17 standing clause (i), if the available
 18 CAP supply is insufficient to meet all
 19 demands under CAP contracts and
 20 CAP subcontracts for the delivery of
 21 CAP NIA priority water in the year
 22 following the year in which the En-
 23 forceability Date occurs, the Secretary
 24 shall assume that the Hualapai Tribe
 25 used the full volume of Hualapai

1 Tribe CAP water in the last year in
2 which the available CAP supply was
3 sufficient to fill all orders for CAP
4 NIA priority water.

5 (II) CONTINUATION.—The as-
6 sumption described in subclause (I)
7 shall continue until the available CAP
8 supply is sufficient to meet all de-
9 mands under CAP contracts and CAP
10 subcontracts for the delivery of CAP
11 NIA priority water.

12 (III) DETERMINATION.—The
13 Secretary shall determine the quantity
14 of CAP NIA priority water used by
15 the Gila River Indian Community and
16 the Tohono O’odham Nation in the
17 last year in which the available CAP
18 supply was sufficient to fill all orders
19 for CAP NIA priority water in a man-
20 ner consistent with the settlement
21 agreements with those Tribes.

22 (E) LEASES AND EXCHANGES OF
23 HUALAPAI TRIBE CAP WATER.—On and after
24 the date on which the Hualapai Tribe water de-
25 livery contract becomes effective, the Hualapai

1 Tribe may, with the approval of the Secretary,
 2 enter into contracts or options to lease, or con-
 3 tracts or options to exchange, the Hualapai
 4 Tribe CAP water within the lower basin in the
 5 State, *and not in Navajo, Apache, or Cochise*
 6 *Counties*, providing for the temporary delivery
 7 to other persons of any portion of Hualapai
 8 Tribe CAP water.

9 (F) TERM OF LEASES AND EXCHANGES.—

10 (i) LEASING.—Contracts or options to
 11 lease under subparagraph (E) shall be for
 12 a term of not more than 100 years.

13 (ii) EXCHANGING.—Contracts or op-
 14 tions to exchange under subparagraph (E)
 15 shall be for the term provided for in the
 16 contract or option, as applicable.

17 (iii) RENEGOTIATION.—The Hualapai
 18 Tribe may, with the approval of the Sec-
 19 retary, renegotiate any lease described in
 20 subparagraph (E), at any time during the
 21 term of the lease, if the term of the re-
 22 negotiated lease does not exceed 100 years.

23 (G) PROHIBITION ON PERMANENT ALIEN-
 24 ATION.—No Hualapai Tribe CAP water may be
 25 permanently alienated.

1 (H) NO FIRING OF LEASED WATER.—

2 The firming obligations described in subsection
3 (b)(1) shall not apply to any Hualapai Tribe
4 CAP water leased by the Hualapai Tribe to an-
5 other person.

6 (I) ENTITLEMENT TO LEASE AND EX-
7 CHANGE FUNDS; OBLIGATIONS OF UNITED
8 STATES.—

9 (i) ENTITLEMENT.—

10 (I) IN GENERAL.—The Hualapai
11 Tribe shall be entitled to all consider-
12 ation due to the Hualapai Tribe under
13 any contract to lease, option to lease,
14 contract to exchange, or option to ex-
15 change the Hualapai Tribe CAP water
16 entered into by the Hualapai Tribe.

17 (II) EXCLUSION.—The United
18 States shall not, in any capacity, be
19 entitled to the consideration described
20 in subclause (I).

21 (ii) OBLIGATIONS OF UNITED
22 STATES.—The United States shall not, in
23 any capacity, have any trust or other obli-
24 gation to monitor, administer, or account
25 for, in any manner, any funds received by

the Hualapai Tribe as consideration under any contract to lease, option to lease, contract to exchange, or option to exchange the Hualapai Tribe CAP water entered into by the Hualapai Tribe, except in a case in which the Hualapai Tribe deposits the proceeds of any lease, option to lease, contract to exchange, or option to exchange into an account held in trust for the Hualapai Tribe by the United States.

(J) WATER USE AND STORAGE.—

(i) IN GENERAL.—The Hualapai Tribe may use the Hualapai Tribe CAP water on or off the Hualapai Reservation within the lower basin in the State for any purpose.

(ii) STORAGE.—The Hualapai Tribe, in accordance with State law, may store the Hualapai Tribe CAP water at 1 or more underground storage facilities or groundwater savings facilities, subject to the condition that, if the Hualapai Tribe stores Hualapai Tribe CAP water that has been firmed pursuant to subsection (b)(1), the stored water may only be—

1 (I) used by the Hualapai Tribe;

2 or

3 (II) exchanged by the Hualapai
4 Tribe for water that will be used by
5 the Hualapai Tribe.

6 (iii) ASSIGNMENT.—The Hualapai
7 Tribe, in accordance with State law, may
8 assign any long-term storage credit ac-
9 crued as a result of storage described in
10 clause (ii), subject to the condition that the
11 Hualapai Tribe shall not assign any long-
12 term storage credit accrued as a result of
13 the storage of Hualapai Tribe CAP water
14 that has been firmed pursuant to sub-
15 section (b)(1).

16 (K) USE OUTSIDE STATE.—The Hualapai
17 Tribe may not use, lease, exchange, forbear, or
18 otherwise transfer any Hualapai Tribe CAP
19 water for use directly or indirectly outside of
20 the lower basin in the State.

21 (L) CAP FIXED OM&R CHARGES.—

22 (i) IN GENERAL.—The CAP operating
23 agency shall be paid the CAP fixed OM&R
24 charges associated with the delivery of all
25 Hualapai Tribe CAP water.

1 (ii) PAYMENT OF CHARGES.—Except
 2 as provided in subparagraph (O), all CAP
 3 fixed OM&R charges associated with the
 4 delivery of the Hualapai Tribe CAP water
 5 to the Hualapai Tribe shall be paid by—

6 (I) the Secretary, pursuant to
 7 section 403(f)(2)(A) of the Colorado
 8 River Basin Project Act (43 U.S.C.
 9 1543(f)(2)(A)), subject to the condi-
 10 tion that funds for that payment are
 11 available in the Lower Colorado River
 12 Basin Development Fund; and

13 (II) if the funds described in sub-
 14 clause (I) become unavailable, the
 15 Hualapai Tribe.

16 (M) CAP PUMPING ENERGY CHARGES.—

17 (i) IN GENERAL.—The CAP operating
 18 agency shall be paid the CAP pumping en-
 19 ergy charges associated with the delivery of
 20 Hualapai Tribe CAP water only in cases in
 21 which the CAP system is used for the de-
 22 livery of that water.

23 (ii) PAYMENT OF CHARGES.—Except
 24 for CAP water not delivered through the
 25 CAP system, which does not incur a CAP

1 pumping energy charge, or water delivered
 2 to other persons as described in subpara-
 3 graph (O), any applicable CAP pumping
 4 energy charges associated with the delivery
 5 of the Hualapai Tribe CAP water shall be
 6 paid by the Hualapai Tribe.

7 (N) WAIVER OF PROPERTY TAX EQUIVA-
 8 LENCY PAYMENTS.—No property tax or in-lieu
 9 property tax equivalency shall be due or payable
 10 by the Hualapai Tribe for the delivery of CAP
 11 water or for the storage of CAP water in an un-
 12 derground storage facility or groundwater sav-
 13 ings facility.

14 (O) LESSEE RESPONSIBILITY FOR
 15 CHARGES.—

16 (i) IN GENERAL.—Any lease or option
 17 to lease providing for the temporary deliv-
 18 ery to other persons of any Hualapai Tribe
 19 CAP water shall require the lessee to pay
 20 the CAP operating agency all CAP fixed
 21 OM&R charges and all CAP pumping en-
 22 ergy charges associated with the delivery of
 23 the leased water.

24 (ii) NO RESPONSIBILITY FOR PAY-
 25 MENT.—Neither the Hualapai Tribe nor

1 the United States in any capacity shall be
2 responsible for the payment of any charges
3 associated with the delivery of the
4 Hualapai Tribe CAP water leased to other
5 persons.

6 (P) ADVANCE PAYMENT.—No Hualapai
7 Tribe CAP water shall be delivered unless the
8 CAP fixed OM&R charges and any applicable
9 CAP pumping energy charges associated with
10 the delivery of that water have been paid in ad-
11 vance.

12 (Q) CALCULATION.—The charges for deliv-
13 ery of the Hualapai Tribe CAP water pursuant
14 to the Hualapai Tribe water delivery contract
15 shall be calculated in accordance with the CAP
16 repayment stipulation.

17 (R) CAP REPAYMENT.—For purposes of
18 determining the allocation and repayment of
19 costs of any stages of the CAP system con-
20 structed after November 21, 2007, the costs as-
21 sociated with the delivery of the Hualapai Tribe
22 CAP water, regardless of whether the Hualapai
23 Tribe CAP water is delivered for use by the
24 Hualapai Tribe or in accordance with any lease,
25 option to lease, exchange, or option to exchange

1 providing for the delivery to other persons of
 2 the Hualapai Tribe CAP water, shall be—

3 (i) nonreimbursable; and

4 (ii) excluded from the repayment obli-
 5 gation of the Central Arizona Water Con-
 6 servation District.

7 (S) NONREIMBURSABLE CAP CONSTRUC-
 8 TION COSTS.—

9 (i) IN GENERAL.—With respect to the
 10 costs associated with the construction of
 11 the CAP system allocable to the Hualapai
 12 Tribe—

13 (I) the costs shall be nonreim-
 14 bursable; and

15 (II) the Hualapai Tribe shall
 16 have no repayment obligation for the
 17 costs.

18 (ii) CAPITAL CHARGES.—No CAP
 19 water service capital charges shall be due
 20 or payable for the Hualapai Tribe CAP
 21 water, regardless of whether the Hualapai
 22 Tribe CAP water is delivered—

23 (I) for use by the Hualapai
 24 Tribe; or

1 (II) under any lease, option to
2 lease, exchange, or option to exchange
3 entered into by the Hualapai Tribe.

4 (d) COLORADO RIVER ACCOUNTING.—All Hualapai
5 Tribe CAP water diverted directly from the Colorado
6 River shall be accounted for as deliveries of CAP water
7 within the State.

8 **SEC. 14. ENFORCEABILITY DATE.**

9 (a) IN GENERAL.—Except as provided in subsection
10 (d), the Hualapai Tribe water rights settlement agree-
11 ment, including the waivers and releases of claims de-
12 scribed in section 9, shall take effect and be fully enforce-
13 able on the date on which the Secretary publishes in the
14 Federal Register a statement of findings that—

15 (1) to the extent the Hualapai Tribe water
16 rights settlement agreement conflicts with this Act—

17 (A) the Hualapai Tribe water rights settle-
18 ment agreement has been revised through an
19 amendment to eliminate the conflict; and

20 (B) the revised Hualapai Tribe water
21 rights settlement agreement, including any ex-
22 hibits requiring execution by any party to the
23 Hualapai Tribe water rights settlement agree-
24 ment, has been executed by the required party;

1 (2) the waivers and releases of claims described
2 in section 9 have been executed by the Hualapai
3 Tribe and the United States;

4 (3) the abstracts referred to in subparagraphs
5 4.8.1.2, 4.8.2.1, and 4.8.2.2 of the Hualapai Tribe
6 water rights settlement agreement have been com-
7 pleted by the Hualapai Tribe;

8 (4) the full amount described in section 7(a)(1),
9 as adjusted by section 7(b), has been deposited in
10 the Hualapai Water Trust Fund Account;

11 (5) the Gila River adjudication decree has been
12 approved by the Gila River adjudication court sub-
13 stantially in the form of the judgment and decree at-
14 tached to the Hualapai Tribe water rights settlement
15 agreement as Exhibit 3.1.43, as amended to ensure
16 consistency with this Act; *and*

17 (6) the Secretary has executed the Hualapai
18 Tribe water delivery contract described in section
19 13(c).; ~~and~~

20 ~~(7) the Secretary has issued the record of deci-~~
21 ~~sion required by section 8(d).~~

22 (b) REPEAL ON FAILURE TO MEET ENFORCE-
23 ABILITY DATE.—

24 (1) IN GENERAL.—Except as provided in para-
25 graph (2), if the Secretary fails to publish in the

1 Federal Register a statement of findings under sub-
2 section (a) by April 15, 2029, or such alternative
3 later date as may be agreed to by the Hualapai
4 Tribe, the Secretary, and the State—

5 (A) this Act is repealed;

6 (B) any action taken by the Secretary and
7 any contract or agreement entered into pursu-
8 ant to this Act shall be void; and

9 (C) any amounts appropriated under sec-
10 tion 7, together with any investment earnings
11 on those amounts, less any amounts expended
12 under section 6(a)(4)(B), shall revert imme-
13 diately to the general fund of the Treasury.

14 (2) SEVERABILITY.—Notwithstanding para-
15 graph (1), if the Secretary fails to publish in the
16 Federal Register a statement of findings under sub-
17 section (a) by April 15, 2029, or such alternative
18 later date as may be agreed to by the Hualapai
19 Tribe, the Secretary, and the State, section 11 and
20 subsections (a), (b), (c), and (d) of section 12 shall
21 remain in effect.

22 (c) RIGHT TO OFFSET.—If the Secretary has not
23 published in the Federal Register the statement of find-
24 ings under subsection (a) by April 15, 2029, or such alter-
25 native later date as may be agreed to by the Hualapai

1 Tribe, the Secretary, and the State, the United States
2 shall be entitled to offset any Federal amounts made avail-
3 able under section 6(a)(4)(B) that were used or authorized
4 for any use under that section against any claim asserted
5 by the Hualapai Tribe against the United States described
6 in section 9(a)(2)(A).

7 (d) BILL WILLIAMS RIVER PHASE 2 ENFORCE-
8 ABILITY DATE.—Notwithstanding any other provision of
9 this Act, the Bill Williams River phase 2 water rights set-
10 tlement agreement (including the waivers and releases de-
11 scribed in section 9(d) of this Act and section 5 of the
12 Bill Williams River phase 2 water rights settlement agree-
13 ment) shall take effect and become enforceable among the
14 parties to the Bill Williams River phase 2 water rights
15 settlement agreement on the date on which all of the fol-
16 lowing conditions have occurred:

17 (1) The Hualapai Tribe water rights settlement
18 agreement becomes enforceable pursuant to sub-
19 section (a).

20 (2) Freeport has submitted to the Arizona De-
21 partment of Water Resources a conditional with-
22 drawal of any objection to the Bill Williams River
23 watershed instream flow applications pursuant to
24 section 4.4(i) of the Bill Williams River phase 2
25 water rights settlement agreement, which withdrawal

1 shall take effect on the Bill Williams River Phase 2
2 Enforceability Date described in this subsection.

3 (3) Not later than the Enforceability Date, the
4 Arizona Department of Water Resources has issued
5 an appealable, conditional decision and order for the
6 Bill Williams River watershed instream flow applica-
7 tions pursuant to section 4.4(iii) of the Bill Williams
8 River phase 2 water rights settlement agreement,
9 which order shall become nonconditional and effec-
10 tive on the Bill Williams River Phase 2 Enforce-
11 ability Date described in this subsection.

12 (4) The conditional decision and order de-
13 scribed in paragraph (3)—

14 (A) becomes final; and

15 (B) is not subject to any further appeal.

16 **SEC. 15. ADMINISTRATION.**

17 (a) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—

18 (1) WAIVER.—

19 (A) IN GENERAL.—In any circumstance
20 described in paragraph (2)—

21 (i) the United States or the Hualapai
22 Tribe may be joined in the action described
23 in the applicable subparagraph of that
24 paragraph; and

1 (ii) subject to subparagraph (B), any
 2 claim by the United States or the Hualapai
 3 Tribe to sovereign immunity from the ac-
 4 tion is waived.

5 (B) LIMITATION.—A waiver under sub-
 6 paragraph (A)(ii)—

7 (i) shall only be for the limited and
 8 sole purpose of the interpretation or en-
 9 forcement of—

10 (I) this Act;

11 (II) the Hualapai Tribe water
 12 rights settlement agreement, as rati-
 13 fied by this Act; or

14 (III) the Bill Williams River
 15 phase 2 water right settlement agree-
 16 ment, as ratified by this Act; and

17 (ii) shall not include any award
 18 against the United States or the Hualapai
 19 Tribe for money damages, court costs, or
 20 attorney fees.

21 (2) CIRCUMSTANCES DESCRIBED.—A cir-
 22 cumstance referred to in paragraph (1)(A) is any of
 23 the following:

24 (A) Any party to the Hualapai Tribe water
 25 rights settlement agreement—

1 (i) brings an action in any court of
2 competent jurisdiction relating only and di-
3 rectly to the interpretation or enforcement
4 of—

5 (I) this Act; or

6 (II) the Hualapai Tribe water
7 rights settlement agreement; and

8 (ii) names the United States or the
9 Hualapai Tribe as a party in that action.

10 (B) Any landowner or water user in the
11 Verde River Watershed—

12 (i) brings an action in any court of
13 competent jurisdiction relating only and di-
14 rectly to the interpretation or enforcement
15 of—

16 (I) paragraph 10.0 of the
17 Hualapai Tribe water rights settle-
18 ment agreement;

19 (II) Exhibit 3.1.43 to the
20 Hualapai Tribe water rights settle-
21 ment agreement; or

22 (III) section 9; and

23 (ii) names the United States or the
24 Hualapai Tribe as a party in that action.

1 (C) Any party to the Bill Williams River
2 phase 2 settlement agreement—

3 (i) brings an action in any court of
4 competent jurisdiction relating only and di-
5 rectly to the interpretation or enforcement
6 of—

7 (I) this Act; or

8 (II) the Bill Williams River phase
9 2 settlement agreement; and

10 (ii) names the United States or the
11 Hualapai Tribe as a party in that action.

12 (b) EFFECT ON CURRENT LAW.—Nothing in this
13 section alters the law with respect to pre-enforcement re-
14 view of Federal environmental or safety-related enforce-
15 ment actions.

16 (c) BASIN GROUNDWATER WITHDRAWAL ESTI-
17 MATES.—

18 (1) GROUNDWATER WITHDRAWAL ESTI-
19 MATES.—

20 (A) IN GENERAL.—Not later than 1 year
21 of the date of enactment of this Act, the Sec-
22 retary, acting through the United States Geo-
23 logical Survey Water Use Program, shall issue
24 an estimate for groundwater withdrawals in the

1 Truxton Basin outside the boundaries of the
2 Hualapai Reservation.

3 (B) ANNUAL ESTIMATES.—Each year after
4 publication of the initial estimate required by
5 subparagraph (A), the Secretary, acting
6 through the United States Geological Survey
7 Water Use Program, shall issue an estimate for
8 groundwater withdrawals in the Truxton Basin
9 outside the boundaries of the Hualapai Res-
10 ervation until such time as the Secretary, after
11 consultation with the Hualapai Tribe, deter-
12 mines that annual estimates are not warranted.

13 (2) NOTICE TO THE STATE.—Based on the esti-
14 mates under paragraph (1), the Secretary shall no-
15 tify the State, in writing, if the total withdrawal of
16 groundwater from the Truxton Basin outside the
17 boundaries of the Hualapai Reservation exceeds the
18 estimate prepared pursuant to that paragraph by
19 3,000 or more AFY, exclusive of any diversion or
20 use of groundwater on Hualapai fee land and any
21 land acquired by the Hualapai Tribe, including by a
22 tribally owned corporation, in fee after the Enforce-
23 ability Date.

24 (d) ANTIDEFICIENCY.—Notwithstanding any author-
25 ization of appropriations to carry out this Act, the United

1 States shall not be liable for any failure of the United
2 States to carry out any obligation or activity authorized
3 by this Act (including all agreements or exhibits ratified
4 or confirmed by this Act) if—

5 (1) adequate appropriations are not provided
6 expressly by Congress to carry out the purposes of
7 this Act; or

8 (2) there are not enough monies available to
9 carry out this Act in the Lower Colorado River
10 Basin Development Fund.

11 (e) APPLICATION OF RECLAMATION REFORM ACT OF
12 1982.—The Reclamation Reform Act of 1982 (43 U.S.C.
13 390aa et seq.) and any other acreage limitation or full-
14 cost pricing provision of Federal law shall not apply to
15 any person, entity, or tract of land solely on the basis of—

16 (1) receipt of any benefit under this Act;

17 (2) execution or performance of this Act; or

18 (3) the use, storage, delivery, lease, or exchange
19 of CAP water.

20 (f) EFFECT.—

21 (1) NO MODIFICATION OR PREEMPTION OF
22 OTHER LAW.—Unless expressly provided in this Act,
23 nothing in this Act modifies, conflicts with, pre-
24 empts, or otherwise affects—

1 (A) the Boulder Canyon Project Act (43
2 U.S.C. 617 et seq.);

3 (B) the Boulder Canyon Project Adjust-
4 ment Act (43 U.S.C. 618 et seq.);

5 (C) the Act of April 11, 1956 (commonly
6 known as the “Colorado River Storage Project
7 Act”) (43 U.S.C. 620 et seq.);

8 (D) the Colorado River Basin Project Act
9 (Public Law 90–537; 82 Stat. 885);

10 (E) the Treaty between the United States
11 of America and Mexico respecting utilization of
12 waters of the Colorado and Tijuana Rivers and
13 of the Rio Grande, signed at Washington Feb-
14 ruary 3, 1944 (59 Stat. 1219);

15 (F) the Colorado River Compact;

16 (G) the Upper Colorado River Basin Com-
17 pact;

18 (H) the Omnibus Public Land Manage-
19 ment Act of 2009 (Public Law 111–11; 123
20 Stat. 991); or

21 (I) case law concerning water rights in the
22 Colorado River system other than any case to
23 enforce the Hualapai Tribe water rights settle-
24 ment agreement or this Act.

1 (2) EFFECT ON AGREEMENTS.—Nothing in this
2 Act or the Hualapai Tribe water rights settlement
3 agreement limits the right of the Hualapai Tribe to
4 enter into any agreement for the storage or banking
5 of water in accordance with State law with—

6 (A) the Arizona Water Banking Authority
7 (or a successor agency or entity); or

8 (B) any other lawful authority.

9 (3) EFFECT OF ACT.—Nothing in this Act—

10 (A) quantifies or otherwise affects the
11 water rights, claims, or entitlements to water of
12 any Indian Tribe other than the Hualapai
13 Tribe;

14 (B) affects the ability of the United States
15 to take action on behalf of any Indian Tribe
16 other than the Hualapai Tribe, the members of
17 the Hualapai Tribe, and the allottees; or

18 (C) limits the right of the Hualapai Tribe
19 to use any water of the Hualapai Tribe in any
20 location on the Hualapai Reservation.

Calendar No. 684

117TH CONGRESS
2D Session

S. 4104

A BILL

To approve the settlement of water rights claims of the Hualapai Tribe and certain allottees in the State of Arizona, to authorize construction of a water project relating to those water rights claims, and for other purposes.

DECEMBER 19, 2022

Reported with amendments