

117TH CONGRESS
2D SESSION

S. 4104

AN ACT

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.

1 (5) AVAILABLE CAP SUPPLY.—The term “avail-
2 able CAP supply” means, for any year—

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

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

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

10 (6) BILL WILLIAMS ACT.—The term “Bill Wil-
11 liams Act” means the Bill Williams River Water
12 Rights Settlement Act of 2014 (Public Law 113–
13 223; 128 Stat. 2096).

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

23 (8) BILL WILLIAMS RIVER PHASE 2 ENFORCE-
24 ABILITY 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

contract” means the contract entered into in accordance with the Hualapai Tribe water rights settlement agreement and section 13(c) for the delivery of Hualapai Tribe CAP water.

(45) HUALAPAI TRIBE WATER RIGHTS SETTLEMENT AGREEMENT.—

(A) IN GENERAL.—The term “Hualapai Tribe water rights settlement agreement” means the agreement, including exhibits, entitled “Hualapai Tribe Water Rights Settlement Agreement” and dated February 11, 2019.

(B) INCLUSIONS.—The term “Hualapai Tribe water rights settlement agreement” includes—

(i) any amendments necessary to make the Hualapai Tribe water rights settlement agreement consistent with this Act; and

(ii) any other amendments approved by the parties to the Hualapai Tribe water rights settlement agreement and the Secretary.

(46) HUALAPAI TRUST LAND.—The term “Hualapai trust land” means land, other than 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 appro-
11 priated to be used in accordance with para-
12 graph (7).

13 (4) AVAILABILITY OF AMOUNTS.—

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

21 (B) USE.—Notwithstanding subparagraph
22 (A), amounts deposited in the Hualapai Water
23 Trust Fund Account shall be available to the
24 Hualapai Tribe on the date on which the

amounts are deposited for environmental compliance, 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 Secretary of a Tribal management plan submitted 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 Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.), the Tribal management plan under this subparagraph 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

1 withdraw pursuant to this subparagraph,
 2 subject to the condition that the amounts
 3 shall be used for the purposes described in
 4 this Act.

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

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

17 (I) is reasonable; and

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

20 (v) ENFORCEMENT.—The Secretary
 21 may carry out such judicial and adminis-
 22 trative actions as the Secretary determines
 23 to be necessary to enforce an expenditure
 24 plan to ensure that amounts disbursed

1 under this subparagraph are used in ac-
 2 cordance with this Act.

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

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

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

24 (B) to perform OM&R on the Hualapai
 25 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 \$312,000,000, to be available
17 until expended, withdrawn, or reverted to the gen-
18 eral 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 (3) PROHIBITION.—Notwithstanding any other
25 provision of law, any amounts made available under

1 paragraph (1) or (2) shall not be made available
2 from the Reclamation Water Settlements Fund es-
3 tablished by section 10501(a) of the Omnibus Public
4 Land Management Act of 2009 (43 U.S.C. 407(a)).

5 (b) FLUCTUATION IN COSTS.—

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

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

23 (3) REPETITION.—The adjustment process
24 under this subsection shall be repeated for each sub-

1 sequent amount appropriated until the amount au-
 2 thorized, as adjusted, has been appropriated.

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

7 **SEC. 8. ENVIRONMENTAL COMPLIANCE.**

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

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

17 (2) the National Environmental Policy Act of
 18 1969 (42 U.S.C. 4321 et seq.), including the imple-
 19 menting regulations of that Act; and

20 (3) all other applicable Federal environmental
 21 or historical and cultural protection laws and regula-
 22 tions.

23 (b) NO EFFECT ON OUTCOME.—Nothing in this Act
 24 affects or directs the outcome of any analysis under the
 25 National Environmental Policy Act of 1969 (42 U.S.C.

1 4321 et seq.) or any other applicable Federal environ-
2 mental or historical and cultural protection law.

3 (c) COMPLIANCE COSTS.—Any costs associated with
4 the performance of the compliance activities under sub-
5 section (a) shall be paid from funds deposited in the
6 Hualapai Water Trust Fund Account, subject to the con-
7 dition that any costs associated with the performance of
8 Federal approval or other review of such compliance work
9 or costs associated with inherently Federal functions shall
10 remain the responsibility of the Secretary.

11 (d) RECORD OF DECISION.—Construction of the
12 Hualapai Water Project shall not commence until the Sec-
13 retary issues a record of decision after completion of an
14 environmental impact statement for the Hualapai Water
15 Project.

16 (e) CONSTRUCTION COSTS.—Any costs of construc-
17 tion incurred by the Hualapai Tribe during the period be-
18 ginning on the date on which the Secretary issues a record
19 of decision and ending on the Enforceability Date shall
20 be paid by the Hualapai Tribe and not from funds depos-
21 ited in the Hualapai Water Trust Fund Account, subject
22 to the condition that, pursuant to section 6(a)(7)(F), the
23 Hualapai Tribe may be reimbursed after the Enforce-
24 ability Date from the Hualapai Water Trust Fund Ac-

1 count for any such costs of construction incurred by the
 2 Hualapai Tribe prior to the Enforceability Date.

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

4 (a) WAIVERS AND RELEASES OF CLAIMS BY THE
 5 HUALAPAI TRIBE.—

6 (1) CLAIMS AGAINST THE STATE AND OTH-
 7 ERS.—

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

1 (i) past, present, and future claims for
 2 water rights, including rights to Colorado
 3 River water, for Hualapai land, arising
 4 from time immemorial and, thereafter, for-
 5 ever;

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

15 (iii) past and present claims for injury
 16 to water rights, including injury to rights
 17 to Colorado River water, for Hualapai
 18 land, arising from time immemorial
 19 through the Enforceability Date;

20 (iv) past, present, and future claims
 21 for injury to water rights, including injury
 22 to rights to Colorado River water, arising
 23 from time immemorial and, thereafter, for-
 24 ever, that are based on the aboriginal occu-
 25 pancy of land by the Hualapai Tribe, the

1 predecessors of the Hualapai Tribe, the
2 members of the Hualapai Tribe, or prede-
3 cessors of the members of the Hualapai
4 Tribe;

5 (v) claims for injury to water rights,
6 including injury to rights to Colorado
7 River water, arising after the Enforce-
8 ability Date, for Hualapai land, resulting
9 from the off-reservation diversion or use of
10 surface water, Colorado River water, or ef-
11 fluent in a manner not in violation of the
12 Hualapai Tribe water rights settlement
13 agreement or State law;

14 (vi) past, present, and future claims
15 arising out of, or relating in any manner
16 to, the negotiation, execution, or adoption
17 of the Hualapai Tribe water rights settle-
18 ment agreement, any judgment or decree
19 approving or incorporating the Hualapai
20 Tribe water rights settlement agreement,
21 or this Act;

22 (vii) claims for water rights of the
23 Hualapai Tribe or the United States, act-
24 ing as trustee for the Hualapai Tribe and

1 members of the Hualapai Tribe, with re-
2 spect to Parcel 3, in excess of 300 AFY;
3 (viii) claims for injury to water rights
4 arising after the Enforceability Date for
5 Hualapai land resulting from the off-res-
6 ervation diversion or use of groundwater
7 from—

8 (I) any well constructed outside
9 of the Truxton Basin on or before the
10 date of enactment of this Act;

11 (II) any well constructed outside
12 of the Truxton Basin, and not more
13 than 2 miles from the exterior bound-
14 aries of the Hualapai Reservation,
15 after the date of enactment of this
16 Act if—

17 (aa) the well was con-
18 structed to replace a well in ex-
19 istence on the date of enactment
20 of this Act;

21 (bb) the replacement well
22 was constructed within 660 feet
23 of the well being replaced; and

24 (cc) the pumping capacity
25 and case diameter of the replace-

1 ment well do not exceed the
2 pumping capacity and case di-
3 ameter of the well being replaced;
4 or

5 (III) any well constructed outside
6 the Truxton Basin, and not less than
7 2 miles from the exterior boundaries
8 of the Hualapai Reservation, after the
9 date of enactment of this Act, subject
10 to the condition that the authoriza-
11 tions and restrictions regarding the lo-
12 cation, size, and operation of wells in
13 the Bill Williams River watershed set
14 forth in the Bill Williams agreements
15 and the Bill Williams Act, and the
16 waivers of claims in the Bill Williams
17 agreements and the Bill Williams Act,
18 shall continue to apply to the parties
19 to the Bill Williams agreements, not-
20 withstanding the provisions of this
21 subsection; and

22 (ix) claims for injury to water rights
23 arising after the Enforceability Date, for
24 Hualapai land, resulting from the off-res-

1 ervation diversion or use of groundwater in
2 the Truxton Basin from—

3 (I) any well constructed within
4 the Truxton Basin for domestic pur-
5 poses or stock watering—

6 (aa) on or before the date on
7 which the Secretary provides
8 written notice to the State pursu-
9 ant to section 15(c)(2); or

10 (bb) after the date on which
11 the Secretary provides written
12 notice to the State pursuant to
13 that section if—

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

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

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

1 exceed the pumping capacity
2 and case diameter of the
3 well being replaced; and

4 (II) any well constructed within
5 the Truxton Basin for purposes other
6 than domestic purposes or stock wa-
7 tering—

8 (aa) on or before the date of
9 enactment of this Act;

10 (bb) after the date of enact-
11 ment of this Act if the Secretary
12 has not provided written notice to
13 the State pursuant to section
14 15(c)(2); or

15 (cc) after the date of enact-
16 ment of this Act if the Secretary
17 has provided written notice to the
18 State pursuant to section
19 15(c)(2) and if—

20 (AA) the well was con-
21 structed to replace a well in
22 existence on the on which
23 date the notice was pro-
24 vided;

1 (BB) the replacement
 2 well was constructed within
 3 660 feet of the well being re-
 4 placed; and

5 (CC) the pumping ca-
 6 pacity and case diameter of
 7 the replacement well do not
 8 exceed the pumping capacity
 9 and case diameter of the
 10 well being replaced.

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

14 (C) RESERVATION OF RIGHTS AND RETEN-
 15 TION OF CLAIMS.—Notwithstanding the waiver
 16 and release of claims described in subparagraph
 17 (A), the Hualapai Tribe, acting on behalf of the
 18 Hualapai Tribe and the members of the
 19 Hualapai Tribe, and the United States, acting
 20 as trustee for the Hualapai Tribe and the mem-
 21 bers of the Hualapai Tribe (but not members in
 22 the capacity of the members as allottees), shall
 23 retain any right—

24 (i) subject to subparagraph 12.7 of
 25 the Hualapai Tribe water rights settlement

1 agreement, to assert claims for injuries to,
2 and seek enforcement of, the rights of the
3 Hualapai Tribe under the Hualapai Tribe
4 water rights settlement agreement or this
5 Act in any Federal or State court of com-
6 petent jurisdiction;

7 (ii) to assert claims for injuries to,
8 and seek enforcement of, the rights of the
9 Hualapai Tribe under any judgment or de-
10 cree approving or incorporating the
11 Hualapai Tribe water rights settlement
12 agreement;

13 (iii) to assert claims for water rights
14 based on State law for land owned or ac-
15 quired by the Hualapai Tribe in fee, under
16 subparagraph 4.8 of the Hualapai Tribe
17 water rights settlement agreement;

18 (iv) to object to any claims for water
19 rights or injury to water rights by or for
20 any Indian Tribe or the United States, act-
21 ing on behalf of any Indian Tribe;

22 (v) to assert past, present, or future
23 claims for injury to water rights against
24 any Indian Tribe or the United States, act-
25 ing on behalf of any Indian Tribe;

(vi) to assert claims for injuries to, and seek enforcement of, the rights of the Hualapai Tribe under the Bill Williams agreements or the Bill Williams Act in any Federal or State court of competent jurisdiction;

(vii) subject to paragraphs (1), (3), (4), and (5) of section 5(e), to assert the rights of the Hualapai Tribe under any Colorado River water entitlement purchased by or donated to the Hualapai Tribe; and

(viii) to assert claims for injury to water rights arising after the Enforceability Date for Hualapai land resulting from any off-reservation diversion or use of groundwater, without regard to quantity, from—

(I) any well constructed after the date of enactment of this Act outside of the Truxton Basin and not more than 2 miles from the exterior boundaries of the Hualapai Reservation, except a replacement well described in subparagraph (A)(viii)(II), subject to

the authorizations and restrictions regarding the location, size, and operation of wells in the Bill Williams River watershed, and the waivers of claims, set forth in the Bill Williams agreements and the Bill Williams Act;

(II) any well constructed within the Truxton Basin for domestic purposes 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.—

1 (A) IN GENERAL.—Except as provided in
2 subparagraph (C), the Hualapai Tribe, acting
3 on behalf of the Hualapai Tribe and the mem-
4 bers of the Hualapai Tribe (but not members in
5 the capacity of the members as allottees) as
6 part of the performance of the obligations of
7 the Hualapai Tribe under the Hualapai Tribe
8 water rights settlement agreement and this Act,
9 is authorized to execute a waiver and release of
10 all claims against the United States, including
11 agencies, officials, and employees of the United
12 States, under Federal, State, or other law for
13 all—

14 (i) past, present, and future claims for
15 water rights, including rights to Colorado
16 River water, for Hualapai land, arising
17 from time immemorial and, thereafter, for-
18 ever;

19 (ii) past, present, and future claims
20 for water rights, including rights to Colo-
21 rado River water, arising from time imme-
22 morial and, thereafter, forever, that are
23 based on the aboriginal occupancy of land
24 by the Hualapai Tribe, the predecessors of
25 the Hualapai Tribe, the members of the

1 Hualapai Tribe, or predecessors of the
2 members of the Hualapai Tribe;

3 (iii) past and present claims relating
4 in any manner to damages, losses, or in-
5 jury to water rights (including injury to
6 rights to Colorado River water), land, or
7 other resources due to loss of water or
8 water rights (including damages, losses, or
9 injuries to hunting, fishing, gathering, or
10 cultural rights due to loss of water or
11 water rights, claims relating to interference
12 with, diversion, or taking of water, or
13 claims relating to the failure to protect, ac-
14 quire, or develop water, water rights, or
15 water infrastructure) within the State that
16 first accrued at any time prior to the En-
17 forceability Date;

18 (iv) past and present claims for injury
19 to water rights, including injury to rights
20 to Colorado River water, for Hualapai
21 land, arising from time immemorial
22 through the Enforceability Date;

23 (v) past, present, and future claims
24 for injury to water rights, including injury
25 to rights to Colorado River water, arising

1 from time immemorial and, thereafter, for-
2 ever, that are based on the aboriginal occu-
3 pancy of land by the Hualapai Tribe, the
4 predecessors of the Hualapai Tribe, the
5 members of the Hualapai Tribe, or prede-
6 cessors of the members of the Hualapai
7 Tribe;

8 (vi) claims for injury to water rights,
9 including injury to rights to Colorado
10 River water, arising after the Enforce-
11 ability Date for Hualapai land, resulting
12 from the off-reservation diversion or use of
13 surface water, Colorado River water, or ef-
14 fluent in a manner not in violation of the
15 Hualapai Tribe water rights settlement
16 agreement or State law;

17 (vii) past, present, and future claims
18 arising out of, or relating in any manner
19 to, the negotiation, execution, or adoption
20 of the Hualapai Tribe water rights settle-
21 ment agreement, any judgment or decree
22 approving or incorporating the Hualapai
23 Tribe water rights settlement agreement,
24 or this Act;

1 (viii) claims for injury to water rights
2 arising after the Enforceability Date for
3 Hualapai land resulting from the off-Res-
4 ervation diversion or use of groundwater
5 from—

6 (I) any well constructed on public
7 domain land outside of the Truxton
8 Basin on or before the date of enact-
9 ment of this Act;

10 (II) any well constructed on pub-
11 lic domain land outside of the Truxton
12 Basin, and not more than 2 miles
13 from the exterior boundaries of the
14 Hualapai Reservation, after the date
15 of enactment of this Act if—

16 (aa) the well was con-
17 structed to replace a well in ex-
18 istence on the date of enactment
19 of this Act;

20 (bb) the replacement well
21 was constructed within 660 feet
22 of the well being replaced; and

23 (cc) the pumping capacity
24 and case diameter of the replace-
25 ment well do not exceed the

1 pumping capacity and case di-
2 ameter of the well being replaced;
3 or

4 (III) any well constructed on
5 public domain land outside of the
6 Truxton Basin, and not less than 2
7 miles from the exterior boundaries of
8 the Hualapai Reservation, after the
9 date of enactment of this Act, subject
10 to the condition that the authoriza-
11 tions and restrictions regarding the lo-
12 cation, size, and operation of wells in
13 the Bill Williams River watershed set
14 forth in the Bill Williams agreements
15 and the Bill Williams Act, and the
16 waivers of claims in the Bill Williams
17 agreements and the Bill Williams Act,
18 shall continue to apply to the parties
19 to the Bill Williams agreements, not-
20 withstanding the provisions of this
21 subsection; and

22 (ix) claims for injury to water rights
23 arising after the Enforceability Date for
24 Hualapai land resulting from the off-res-

1 ervation diversion or use of groundwater in
2 the Truxton Basin from—

3 (I) any well constructed on public
4 domain land within the Truxton Basin
5 for domestic purposes or stock water-
6 ing—

7 (aa) on or before the date on
8 which the Secretary provides
9 written notice to the State pursu-
10 ant to section 15(c)(2); or

11 (bb) after the date on which
12 the Secretary provides written
13 notice to the State pursuant to
14 that section if—

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

20 (BB) the replacement
21 well was constructed within
22 660 feet of the well being re-
23 placed; and

24 (CC) the pumping ca-
25 pacity and case diameter of

1 the replacement well do not
2 exceed the pumping capacity
3 and case diameter of the
4 well being replaced; and

5 (II) any well constructed on pub-
6 lic domain land within the Truxton
7 Basin for purposes other than domes-
8 tic purposes or stock watering—

9 (aa) on or before the date of
10 enactment of this Act;

11 (bb) after the date of enact-
12 ment of this Act if the Secretary
13 has not provided written notice to
14 the State pursuant to section
15 15(c)(2); or

16 (cc) after the date of enact-
17 ment of this Act if the Secretary
18 has provided written notice to the
19 State pursuant to section
20 15(c)(2) and if—

21 (AA) the well was con-
22 structed to replace a well in
23 existence on the date on
24 which the notice was pro-
25 vided;

1 (BB) the replacement
 2 well was constructed within
 3 660 feet of the well being re-
 4 placed; and

5 (CC) the pumping ca-
 6 pacity and case diameter of
 7 the replacement well do not
 8 exceed the pumping capacity
 9 and case diameter of the
 10 well being replaced.

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

14 (C) RETENTION OF CLAIMS.—Notwith-
 15 standing the waiver and release of claims de-
 16 scribed in subparagraph (A), the Hualapai
 17 Tribe and the members of the Hualapai Tribe
 18 (but not members in the capacity of the mem-
 19 bers as allottees) shall retain any right—

20 (i) subject to subparagraph 12.7 of
 21 the Hualapai Tribe water rights settlement
 22 agreement, to assert claims for injuries to,
 23 and seek enforcement of, the rights of the
 24 Hualapai Tribe under the Hualapai Tribe
 25 water rights settlement agreement or this

1 Act in any Federal or State court of com-
2 petent jurisdiction;

3 (ii) to assert claims for injuries to,
4 and seek enforcement of, the rights of the
5 Hualapai Tribe under any judgment or de-
6 cree approving or incorporating the
7 Hualapai Tribe water rights settlement
8 agreement;

9 (iii) to assert claims for water rights
10 based on State law for land owned or ac-
11 quired by the Hualapai Tribe in fee under
12 subparagraph 4.8 of the Hualapai Tribe
13 water rights settlement agreement;

14 (iv) to object to any claims for water
15 rights or injury to water rights by or for
16 any Indian Tribe or the United States, act-
17 ing on behalf of any Indian Tribe;

18 (v) to assert past, present, or future
19 claims for injury to water rights against
20 any Indian Tribe or the United States, act-
21 ing on behalf of any Indian Tribe;

22 (vi) to assert claims for injuries to,
23 and seek enforcement of, the rights of the
24 Hualapai Tribe under the Bill Williams
25 agreements or the Bill Williams Act in any

1 Federal or State court of competent juris-
2 diction;

3 (vii) subject to paragraphs (1), (3),
4 (4), and (5) of section 5(e), to assert the
5 rights of the Hualapai Tribe under any
6 Colorado River water entitlement pur-
7 chased by or donated to the Hualapai
8 Tribe; and

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

15 (I) any well constructed after the
16 date of enactment of this Act on pub-
17 lic domain land outside of the Truxton
18 Basin and not more than 2 miles from
19 the exterior boundaries of the
20 Hualapai Reservation, except for a re-
21 placement well described in subpara-
22 graph (A)(viii)(II), subject to the au-
23 thorizations and restrictions regarding
24 the location, size, and operation of
25 wells in the Bill Williams River water-

1 shed, and the waivers of claims, set
2 forth in the Bill Williams agreements
3 and the Bill Williams Act;

4 (II) any well constructed on pub-
5 lic domain land within the Truxton
6 Basin for domestic purposes or stock
7 watering after the date on which the
8 Secretary has provided written notice
9 to the State pursuant to section
10 15(c)(2), except for a replacement
11 well described in subparagraph
12 (A)(ix)(I)(bb); and

13 (III) any well constructed on
14 public domain land within the
15 Truxton Basin for purposes other
16 than domestic purposes or stock wa-
17 tering after the date of enactment of
18 this Act, if the Secretary has provided
19 notice to the State pursuant to section
20 15(c)(2), except for a replacement
21 well as described in subparagraph
22 (A)(ix)(II)(cc).

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

1 (1) IN GENERAL.—Except as provided in para-
2 graph (3), the United States, acting as trustee for
3 the allottees of the Hualapai Tribe, as part of the
4 performance of the obligations of the United States
5 under the Hualapai Tribe water rights settlement
6 agreement and this Act, is authorized to execute a
7 waiver and release of any claims against the State
8 (or any agency or political subdivision of the State),
9 the Hualapai Tribe, and any other individual, entity,
10 corporation, or municipal corporation under Federal,
11 State, or other law, for all—

12 (A) past, present, and future claims for
13 water rights, including rights to Colorado River
14 water, for the allotments, arising from time im-
15 memorial and, thereafter, forever;

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

22 (C) past and present claims for injury to
23 water rights, including injury to rights to Colo-
24 rado River water, for the allotments, arising

1 from time immemorial through the Enforce-
2 ability Date;

3 (D) past, present, and future claims for in-
4 jury to water rights, if any, including injury to
5 rights to Colorado River water, arising from
6 time immemorial and, thereafter, forever, that
7 are based on the aboriginal occupancy of land
8 by the allottees or predecessors of the allottees;

9 (E) claims for injury to water rights, in-
10 cluding injury to rights to Colorado River
11 water, arising after the Enforceability Date, for
12 the allotments, resulting from the off-reserva-
13 tion diversion or use of water in a manner not
14 in violation of the Hualapai Tribe water rights
15 settlement agreement or State law;

16 (F) past, present, and future claims aris-
17 ing out of, or relating in any manner to, the ne-
18 gotiation, execution, or adoption of the
19 Hualapai Tribe water rights settlement agree-
20 ment, any judgment or decree approving or in-
21 corporating the Hualapai Tribe water rights
22 settlement agreement, or this Act; and

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

- 1 (i) Parcel 1, in excess of 82 AFY; or
2 (ii) Parcel 2, in excess of 312 AFY.

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

6 (3) RETENTION OF CLAIMS.—Notwithstanding
7 the waiver and release of claims described in para-
8 graph (1), the United States, acting as trustee for
9 the allottees of the Hualapai Tribe, shall retain any
10 right—

11 (A) subject to subparagraph 12.7 of the
12 Hualapai Tribe water rights settlement agree-
13 ment, to assert claims for injuries to, and seek
14 enforcement of, the rights of the allottees, if
15 any, under the Hualapai Tribe water rights set-
16 tlement agreement or this Act in any Federal or
17 State court of competent jurisdiction;

18 (B) to assert claims for injuries to, and
19 seek enforcement of, the rights of the allottees
20 under any judgment or decree approving or in-
21 corporating the Hualapai Tribe water rights
22 settlement agreement;

23 (C) to object to any claims for water rights
24 or injury to water rights by or for—

1 (i) any Indian Tribe other than the
2 Hualapai Tribe; or

3 (ii) the United States, acting on be-
4 half of any Indian Tribe other than the
5 Hualapai Tribe;

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

8 (i) any Indian Tribe other than the
9 Hualapai Tribe; or

10 (ii) the United States, acting on be-
11 half of any Indian Tribe other than the
12 Hualapai Tribe; and

13 (E) to assert claims for injuries to, and
14 seek enforcement of, the rights of the allottees
15 under the Bill Williams agreements or the Bill
16 Williams Act in any Federal or State court of
17 competent jurisdiction.

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

20 (1) IN GENERAL.—Except as provided in para-
21 graph (3), the United States, in all capacities (ex-
22 cept as trustee for an Indian Tribe other than the
23 Hualapai Tribe), as part of the performance of the
24 obligations of the United States under the Hualapai
25 Tribe water rights settlement agreement and this

1 Act, is authorized to execute a waiver and release of
2 all claims against the Hualapai Tribe, the members
3 of the Hualapai Tribe, or any agency, official, or
4 employee of the Hualapai Tribe, under Federal,
5 State or any other law for all—

6 (A) past and present claims for injury to
7 water rights, including injury to rights to Colo-
8 rado River water, resulting from the diversion
9 or use of water on Hualapai land arising from
10 time immemorial through the Enforceability
11 Date;

12 (B) claims for injury to water rights, in-
13 cluding injury to rights to Colorado River
14 water, arising after the Enforceability Date, re-
15 sulting from the diversion or use of water on
16 Hualapai land in a manner that is not in viola-
17 tion of the Hualapai Tribe water rights settle-
18 ment agreement or State law; and

19 (C) past, present, and future claims aris-
20 ing out of, or related in any manner to, the ne-
21 gotiation, execution, or adoption of the
22 Hualapai Tribe water rights settlement agree-
23 ment, any judgment or decree approving or in-
24 corporating the Hualapai Tribe water rights
25 settlement agreement, or this Act.

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

4 (3) RETENTION OF CLAIMS.—Notwithstanding
5 the waiver and release of claims described in para-
6 graph (1), the United States shall retain any right
7 to assert any claim not expressly waived in accord-
8 ance with that paragraph, including any right to as-
9 sert a claim for injury to, and seek enforcement of,
10 any right of the United States under the Bill Wil-
11 liams agreements or the Bill Williams Act, in any
12 Federal or State court of competent jurisdiction.

13 (d) BILL WILLIAMS RIVER PHASE 2 WATER RIGHTS
14 SETTLEMENT AGREEMENT WAIVER, RELEASE, AND RE-
15 TENTION OF CLAIMS.—

16 (1) CLAIMS AGAINST FREEPORT.—

17 (A) IN GENERAL.—Except as provided in
18 subparagraph (C), the United States, acting
19 solely on behalf of the Department of the Inte-
20 rior (including the Bureau of Land Manage-
21 ment and the United States Fish and Wildlife
22 Service), as part of the performance of the obli-
23 gations of the United States under the Bill Wil-
24 liams River phase 2 water rights settlement
25 agreement, is authorized to execute a waiver

1 and release of all claims of the United States
2 against Freeport under Federal, State, or any
3 other law for—

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

6 (I) the diversion or use of water
7 by Freeport pursuant to the water
8 rights described in Exhibit 4.1(ii) to
9 the Bill Williams River phase 2 water
10 rights settlement agreement; and

11 (II) any other diversion or use of
12 water for mining purposes authorized
13 by the Bill Williams River phase 2
14 water rights settlement agreement;

15 (ii) any claim for injury to water
16 rights arising after the Bill Williams River
17 Phase 2 Enforceability Date resulting
18 from—

19 (I) the diversion or use of water
20 by Freeport pursuant to the water
21 rights described in Exhibit 4.1(ii) to
22 the Bill Williams River phase 2 water
23 rights settlement agreement in a man-
24 ner not in violation of the Bill Wil-

1 liams River phase 2 water rights set-
2 tlement agreement;

3 (II) the diversion of up to 2,500
4 AFY of water by Freeport from Sycamore
5 Creek as permitted by section
6 4.3(iv) of the Bill Williams River
7 phase 2 water rights settlement agree-
8 ment; and

9 (III) any other diversion or use
10 of water by Freeport authorized by
11 the Bill Williams River phase 2 water
12 rights settlement agreement, subject
13 to the condition that such a diversion
14 and use of water is conducted in a
15 manner not in violation of the Bill
16 Williams River phase 2 water rights
17 settlement agreement; and

18 (iii) any past, present, or future claim
19 arising out of, or relating in any manner
20 to, the negotiation or execution of the Bill
21 Williams River phase 2 water rights settle-
22 ment agreement, the Hualapai Tribe water
23 rights settlement agreement, or this Act.

24 (B) EFFECTIVE DATE.—The waiver and
25 release of claims under subparagraph (A) shall

1 take effect on the Bill Williams River Phase 2
2 Enforceability Date.

3 (C) RETENTION OF CLAIMS.—The United
4 States shall retain all rights not expressly
5 waived in the waiver and release of claims
6 under subparagraph (A), including, subject to
7 section 6.4 of the Bill Williams River phase 2
8 water rights settlement agreement, the right to
9 assert a claim for injury to, and seek enforce-
10 ment of, the Bill Williams River phase 2 water
11 rights settlement agreement or this Act, in any
12 Federal or State court of competent jurisdiction
13 (but not a Tribal court).

14 (2) NO PRECEDENTIAL EFFECT.—

15 (A) PENDING AND FUTURE PRO-
16 CEEDINGS.—The Bill Williams River phase 2
17 water rights settlement agreement shall have no
18 precedential effect in any other administrative
19 or judicial proceeding, including—

20 (i) any pending or future general
21 stream adjudication, or any other litigation
22 involving Freeport or the United States,
23 including any proceeding to establish or
24 quantify a Federal reserved water right;

1 (ii) any pending or future administra-
2 tive or judicial proceeding relating to an
3 application—

4 (I) to appropriate water (for
5 instream flow or other purposes);

6 (II) to sever and transfer a water
7 right;

8 (III) to change a point of diver-
9 sion; or

10 (IV) to change a place of use for
11 any water right; and

12 (iii) any proceeding regarding water
13 rights or a claim relating to any Federal
14 land.

15 (B) NO METHODOLOGY OR STANDARD.—

16 Nothing in the Bill Williams River phase 2
17 water rights settlement agreement establishes
18 any standard or methodology to be used for the
19 quantification of any claim to water rights
20 (whether based on Federal or State law) in any
21 judicial or administrative proceeding, other than
22 a proceeding to enforce the terms of the Bill
23 Williams River phase 2 water rights settlement
24 agreement.

1 **SEC. 10. SATISFACTION OF WATER RIGHTS AND OTHER**
2 **BENEFITS.**

3 (a) HUALAPAI TRIBE AND MEMBERS.—

4 (1) IN GENERAL.—The benefits realized by the
5 Hualapai Tribe and the members of the Hualapai
6 Tribe (but not members in the capacity of the mem-
7 bers as allottees) under the Hualapai Tribe water
8 rights settlement agreement, this Act, the Bill Wil-
9 liams agreements, and the Bill Williams Act shall be
10 in full satisfaction of all claims of the Hualapai
11 Tribe, the members of the Hualapai Tribe, and the
12 United States, acting in the capacity of the United
13 States as trustee for the Hualapai Tribe and the
14 members of the Hualapai Tribe, for water rights and
15 injury to water rights under Federal, State, or other
16 law with respect to Hualapai land.

17 (2) SATISFACTION.—Any entitlement to water
18 of the Hualapai Tribe and the members of the
19 Hualapai Tribe (but not members in the capacity of
20 the members as allottees) or the United States, act-
21 ing in the capacity of the United States as trustee
22 for the Hualapai Tribe and the members of the
23 Hualapai Tribe (but not members in the capacity of
24 the members as allottees), for Hualapai land shall be
25 satisfied out of the water resources and other bene-
26 fits granted, confirmed, quantified, or recognized by

1 the Hualapai Tribe water rights settlement agree-
2 ment, this Act, the Bill Williams agreements, and
3 the Bill Williams Act to or for the Hualapai Tribe,
4 the members of the Hualapai Tribe (but not mem-
5 bers in the capacity of the members as allottees),
6 and the United States, acting in the capacity of the
7 United States as trustee for the Hualapai Tribe and
8 the members of the Hualapai Tribe (but not mem-
9 bers in the capacity of the members as allottees).

10 (b) ALLOTTEE WATER CLAIMS.—

11 (1) IN GENERAL.—The benefits realized by the
12 allottees of the Hualapai Tribe under the Hualapai
13 Tribe water rights settlement agreement, this Act,
14 the Bill Williams agreements, and the Bill Williams
15 Act shall be in complete replacement of and substi-
16 tution for, and full satisfaction of, all claims with re-
17 spect to allotments of the allottees and the United
18 States, acting in the capacity of the United States
19 as trustee for the allottees, for water rights and in-
20 jury to water rights under Federal, State, or other
21 law.

22 (2) SATISFACTION.—Any entitlement to water
23 of the allottees or the United States, acting in the
24 capacity of the United States as trustee for the
25 allottees, for allotments shall be satisfied out of the

1 water resources and other benefits granted, con-
 2 firmed, or recognized by the Hualapai Tribe water
 3 rights settlement agreement, this Act, the Bill Wil-
 4 liams agreements, and the Bill Williams Act to or
 5 for the allottees and the United States, acting as
 6 trustee for the allottees.

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

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

13 (2) prohibits the Hualapai Tribe or an allottee
 14 from acquiring additional water rights by purchase
 15 of land, credits, or water rights.

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

17 The following land in the State is added to the
 18 Hualapai Reservation:

19 (1) PUBLIC LAW 93–560.—The land held in
 20 trust by the United States for the Hualapai Tribe
 21 pursuant to the first section of Public Law 93–560
 22 (88 Stat. 1820).

23 (2) 1947 JUDGMENT.—The land deeded to the
 24 United States in the capacity of the United States

1 as trustee for the Hualapai Tribe pursuant to the
2 1947 judgment.

3 (3) TRUXTON TRIANGLE.—That portion of the
4 $S\frac{1}{2}$ sec. 3, lying south of the south boundary of the
5 Hualapai Reservation and north of the north right-
6 of-way boundary of Arizona Highway 66, and
7 bounded by the west section line of that sec. 3 and
8 the south section line of that sec. 3, T. 24 N., R.
9 12 W., Gila and Salt River Base and Meridian, Mo-
10 have County, Arizona.

11 (4) HUNT PARCEL 4.— $SW\frac{1}{4}NE\frac{1}{4}$ sec. 7, T.
12 25 N., R. 13 W., Gila and Salt River Base and Me-
13 ridian, Mohave County, Arizona.

14 (5) HUNT PARCELS 1 AND 2.—In T. 26 N., R.
15 14 W., Gila and Salt River Base and Meridian, Mo-
16 have County, Arizona—

17 (A) $NE\frac{1}{4}SW\frac{1}{4}$ sec. 9; and

18 (B) $NW\frac{1}{4}SE\frac{1}{4}$ sec. 27.

19 (6) HUNT PARCEL 3.— $SW\frac{1}{4}NE\frac{1}{4}$ sec. 25, T.
20 27 N., R. 15 W., Gila and Salt River Base and Me-
21 ridian, Mohave County, Arizona.

22 (7) HUNT PARCEL 5.—In sec. 1, T. 25 N., R.
23 14 W., Gila and Salt River Base and Meridian, Mo-
24 have County, Arizona—

25 (A) $SE\frac{1}{4}$;

1 (B) $E^{1/2}SW^{1/4}$; and

2 (C) $SW^{1/4}SW^{1/4}$.

3 (8) VALENTINE CEMETERY PARCEL.—

4 $W^{1/2}NW^{1/4}SW^{1/4}$ sec. 22, T. 23 N., R. 13 W., Gila
5 and Salt River Base and Meridian, Mohave County,
6 Arizona, excepting and reserving to the United
7 States a right-of-way for ditches or canals con-
8 structed by the authority of the United States, pur-
9 suant to the Act of August 30, 1890 (43 U.S.C.
10 945).

11 **SEC. 12. TRUST LAND.**

12 (a) LAND TO BE TAKEN INTO TRUST.—

13 (1) IN GENERAL.—On the date of enactment of
14 this Act, the Secretary is authorized and directed to
15 take legal title to the land described in paragraph
16 (2) and hold such land in trust for the benefit of the
17 Hualapai Tribe.

18 (2) CHOLLA CANYON RANCH PARCELS.—The
19 land referred to in paragraph (1) is, in T. 16 N., R.
20 13 W., Gila and Salt River Base and Meridian, Mo-
21 have County, Arizona—

22 (A) $SW^{1/4}$ sec. 25; and

23 (B) $NE^{1/4}$ and $NE^{1/4} SE^{1/4}$ sec. 35.

24 (b) RESERVATION STATUS.—The land taken into
25 trust under subsection (a) shall be part of the Hualapai

1 Reservation and administered in accordance with the laws
2 and regulations generally applicable to land held in trust
3 by the United States for an Indian Tribe.

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

8 (d) LIMITATIONS.—Nothing in subsection (a) af-
9 fects—

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

13 (2) any right or claim of the Hualapai Tribe to
14 any land or interest in land in existence before the
15 date of enactment of this Act.

16 (e) FUTURE TRUST LAND.—

17 (1) NEW STATUTORY REQUIREMENT.—Effective
18 beginning on the date of enactment of this Act, and
19 except as provided in subsection (a), any land lo-
20 cated in the State outside the exterior boundaries of
21 the Hualapai Reservation may only be taken into
22 trust by the United States for the benefit of the
23 Hualapai Tribe by an Act of Congress—

1 (A) that specifically authorizes the transfer
 2 of the land for the benefit of the Hualapai
 3 Tribe; and

4 (B) the date of enactment of which is after
 5 the date of enactment of this Act.

6 (2) WATER RIGHTS.—Any land taken into trust
 7 for the benefit of the Hualapai Tribe under para-
 8 graph (1)—

9 (A) shall include water rights only under
 10 State law; and

11 (B) shall not include any federally reserved
 12 water rights.

13 **SEC. 13. REALLOCATION OF CAP NIA PRIORITY WATER;**
 14 **FIRMING; WATER DELIVERY CONTRACT; COL-**
 15 **ORADO RIVER ACCOUNTING.**

16 (a) REALLOCATION TO THE HUALAPAI TRIBE.—On
 17 the Enforceability Date, the Secretary shall reallocate to
 18 the Hualapai Tribe the Hualapai Tribe CAP water.

19 (b) FIRMING.—

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

23 (A) In accordance with section
 24 105(b)(1)(B) of the Central Arizona Project
 25 Settlement Act of 2004 (Public Law 108–451;

1 118 Stat. 3492), for the 100-year period begin-
 2 ning on January 1, 2008, the Secretary shall
 3 firm 557.50 AFY of the Hualapai Tribe CAP
 4 water to the equivalent of CAP M&I priority
 5 water.

6 (B) In accordance with section
 7 105(b)(2)(B) of the Central Arizona Project
 8 Settlement Act of 2004 (Public Law 108–451;
 9 118 Stat. 3492), for the 100-year period begin-
 10 ning on January 1, 2008, the State shall firm
 11 557.50 AFY of the Hualapai Tribe CAP water
 12 to the equivalent of CAP M&I priority water.

13 (2) ADDITIONAL FIRMING.—The Hualapai
 14 Tribe may, at the expense of the Hualapai Tribe,
 15 take additional actions to firm or supplement the
 16 Hualapai Tribe CAP water, including by entering
 17 into agreements for that purpose with the Central
 18 Arizona Water Conservation District, the Arizona
 19 Water Banking Authority, or any other lawful au-
 20 thority, in accordance with State law.

21 (c) HUALAPAI TRIBE WATER DELIVERY CON-
 22 TRACT.—

23 (1) IN GENERAL.—In accordance with the
 24 Hualapai Tribe water rights settlement agreement
 25 and the requirements described in paragraph (2),

1 the Secretary shall enter into the Hualapai Tribe
 2 water delivery contract.

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

5 (A) IN GENERAL.—The Hualapai Tribe
 6 water delivery contract shall—

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

10 (ii) take effect on the Enforceability
 11 Date; and

12 (iii) be without limit as to term.

13 (B) HUALAPAI TRIBE CAP WATER.—

14 (i) IN GENERAL.—The Hualapai
 15 Tribe CAP water may be delivered for use
 16 in the lower basin in the State through—

17 (I) the Hualapai Water Project;

18 or

19 (II) the CAP system.

20 (ii) METHOD OF DELIVERY.—The
 21 Secretary shall authorize the delivery of
 22 Hualapai Tribe CAP water under this sub-
 23 paragraph to be effected by the diversion
 24 and use of water directly from the Colo-
 25 rado River in the State.

1 (C) CONTRACTUAL DELIVERY.—The Sec-
 2 retary shall deliver the Hualapai Tribe CAP
 3 water to the Hualapai Tribe in accordance with
 4 the terms and conditions of the Hualapai Tribe
 5 water delivery contract.

6 (D) DISTRIBUTION OF CAP NIA PRIORITY
 7 WATER.—

8 (i) IN GENERAL.—Except as provided
 9 in clause (ii), if, for any year, the available
 10 CAP supply is insufficient to meet all de-
 11 mands under CAP contracts and CAP sub-
 12 contracts for the delivery of CAP NIA pri-
 13 ority water, the Secretary and the CAP op-
 14 erating agency shall prorate the available
 15 CAP NIA priority water among the CAP
 16 contractors and CAP subcontractors hold-
 17 ing contractual entitlements to CAP NIA
 18 priority water on the basis of the quantity
 19 of CAP NIA priority water used by each
 20 such CAP contractor and CAP subcon-
 21 tractor in the last year in which the avail-
 22 able CAP supply was sufficient to fill all
 23 orders for CAP NIA priority water.

24 (ii) EXCEPTION.—

1 (I) IN GENERAL.—Notwith-
2 standing clause (i), if the available
3 CAP supply is insufficient to meet all
4 demands under CAP contracts and
5 CAP subcontracts for the delivery of
6 CAP NIA priority water in the year
7 following the year in which the En-
8 forceability Date occurs, the Secretary
9 shall assume that the Hualapai Tribe
10 used the full volume of Hualapai
11 Tribe CAP water in the last year in
12 which the available CAP supply was
13 sufficient to fill all orders for CAP
14 NIA priority water.

15 (II) CONTINUATION.—The as-
16 sumption described in subclause (I)
17 shall continue until the available CAP
18 supply is sufficient to meet all de-
19 mands under CAP contracts and CAP
20 subcontracts for the delivery of CAP
21 NIA priority water.

22 (III) DETERMINATION.—The
23 Secretary shall determine the quantity
24 of CAP NIA priority water used by
25 the Gila River Indian Community and

1 the Tohono O’odham Nation in the
 2 last year in which the available CAP
 3 supply was sufficient to fill all orders
 4 for CAP NIA priority water in a man-
 5 ner consistent with the settlement
 6 agreements with those Tribes.

7 (E) LEASES AND EXCHANGES OF
 8 HUALAPAI TRIBE CAP WATER.—On and after
 9 the date on which the Hualapai Tribe water de-
 10 livery contract becomes effective, the Hualapai
 11 Tribe may, with the approval of the Secretary,
 12 enter into contracts or options to lease, or con-
 13 tracts or options to exchange, the Hualapai
 14 Tribe CAP water within the lower basin in the
 15 State, and not in Navajo, Apache, or Cochise
 16 Counties, providing for the temporary delivery
 17 to other persons of any portion of Hualapai
 18 Tribe CAP water.

19 (F) TERM OF LEASES AND EXCHANGES.—

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

23 (ii) EXCHANGING.—Contracts or op-
 24 tions to exchange under subparagraph (E)

shall be for the term provided for in the contract or option, as applicable.

(iii) RENEGOTIATION.—The Hualapai Tribe may, with the approval of the Secretary, renegotiate any lease described in subparagraph (E), at any time during the term of the lease, if the term of the renegotiated lease does not exceed 100 years.

(G) PROHIBITION ON PERMANENT ALIENATION.—No Hualapai Tribe CAP water may be permanently alienated.

(H) NO FIRING OF LEASED WATER.—The firming obligations described in subsection (b)(1) shall not apply to any Hualapai Tribe CAP water leased by the Hualapai Tribe to another person.

(I) ENTITLEMENT TO LEASE AND EXCHANGE FUNDS; OBLIGATIONS OF UNITED STATES.—

(i) ENTITLEMENT.—

(I) IN GENERAL.—The Hualapai Tribe shall be entitled to all consideration due to the Hualapai Tribe under any contract to lease, option to lease, contract to exchange, or option to ex-

1 change the Hualapai Tribe CAP water
2 entered into by the Hualapai Tribe.

3 (II) EXCLUSION.—The United
4 States shall not, in any capacity, be
5 entitled to the consideration described
6 in subclause (I).

7 (ii) OBLIGATIONS OF UNITED
8 STATES.—The United States shall not, in
9 any capacity, have any trust or other obli-
10 gation to monitor, administer, or account
11 for, in any manner, any funds received by
12 the Hualapai Tribe as consideration under
13 any contract to lease, option to lease, con-
14 tract to exchange, or option to exchange
15 the Hualapai Tribe CAP water entered
16 into by the Hualapai Tribe, except in a
17 case in which the Hualapai Tribe deposits
18 the proceeds of any lease, option to lease,
19 contract to exchange, or option to ex-
20 change into an account held in trust for
21 the Hualapai Tribe by the United States.

22 (J) WATER USE AND STORAGE.—

23 (i) IN GENERAL.—The Hualapai
24 Tribe may use the Hualapai Tribe CAP
25 water on or off the Hualapai Reservation

1 within the lower basin in the State for any
 2 purpose.

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

12 (I) used by the Hualapai Tribe;

13 or

14 (II) exchanged by the Hualapai
 15 Tribe for water that will be used by
 16 the Hualapai Tribe.

17 (iii) ASSIGNMENT.—The Hualapai
 18 Tribe, in accordance with State law, may
 19 assign any long-term storage credit ac-
 20 crued as a result of storage described in
 21 clause (ii), subject to the condition that the
 22 Hualapai Tribe shall not assign any long-
 23 term storage credit accrued as a result of
 24 the storage of Hualapai Tribe CAP water

1 that has been firmed pursuant to sub-
2 section (b)(1).

3 (K) USE OUTSIDE STATE.—The Hualapai
4 Tribe may not use, lease, exchange, forbear, or
5 otherwise transfer any Hualapai Tribe CAP
6 water for use directly or indirectly outside of
7 the lower basin in the State.

8 (L) CAP FIXED OM&R CHARGES.—

9 (i) IN GENERAL.—The CAP operating
10 agency shall be paid the CAP fixed OM&R
11 charges associated with the delivery of all
12 Hualapai Tribe CAP water.

13 (ii) PAYMENT OF CHARGES.—Except
14 as provided in subparagraph (O), all CAP
15 fixed OM&R charges associated with the
16 delivery of the Hualapai Tribe CAP water
17 to the Hualapai Tribe shall be paid by—

18 (I) the Secretary, pursuant to
19 section 403(f)(2)(A) of the Colorado
20 River Basin Project Act (43 U.S.C.
21 1543(f)(2)(A)), subject to the condi-
22 tion that funds for that payment are
23 available in the Lower Colorado River
24 Basin Development Fund; and

1 (II) if the funds described in sub-
 2 clause (I) become unavailable, the
 3 Hualapai Tribe.

4 (M) CAP PUMPING ENERGY CHARGES.—

5 (i) IN GENERAL.—The CAP operating
 6 agency shall be paid the CAP pumping en-
 7 ergy charges associated with the delivery of
 8 Hualapai Tribe CAP water only in cases in
 9 which the CAP system is used for the de-
 10 livery of that water.

11 (ii) PAYMENT OF CHARGES.—Except
 12 for CAP water not delivered through the
 13 CAP system, which does not incur a CAP
 14 pumping energy charge, or water delivered
 15 to other persons as described in subpara-
 16 graph (O), any applicable CAP pumping
 17 energy charges associated with the delivery
 18 of the Hualapai Tribe CAP water shall be
 19 paid by the Hualapai Tribe.

20 (N) WAIVER OF PROPERTY TAX EQUIVA-
 21 LENCY PAYMENTS.—No property tax or in-lieu
 22 property tax equivalency shall be due or payable
 23 by the Hualapai Tribe for the delivery of CAP
 24 water or for the storage of CAP water in an un-

derground storage facility or groundwater savings facility.

(O) LESSEE RESPONSIBILITY FOR CHARGES.—

(i) IN GENERAL.—Any lease or option to lease providing for the temporary delivery to other persons of any Hualapai Tribe CAP water shall require the lessee to pay the CAP operating agency all CAP fixed OM&R charges and all CAP pumping energy charges associated with the delivery of the leased water.

(ii) NO RESPONSIBILITY FOR PAYMENT.—Neither the Hualapai Tribe nor the United States in any capacity shall be responsible for the payment of any charges associated with the delivery of the Hualapai Tribe CAP water leased to other persons.

(P) ADVANCE PAYMENT.—No Hualapai Tribe CAP water shall be delivered unless the CAP fixed OM&R charges and any applicable CAP pumping energy charges associated with the delivery of that water have been paid in advance.

1 (Q) CALCULATION.—The charges for deliv-
 2 ery of the Hualapai Tribe CAP water pursuant
 3 to the Hualapai Tribe water delivery contract
 4 shall be calculated in accordance with the CAP
 5 repayment stipulation.

6 (R) CAP REPAYMENT.—For purposes of
 7 determining the allocation and repayment of
 8 costs of any stages of the CAP system con-
 9 structed after November 21, 2007, the costs as-
 10 sociated with the delivery of the Hualapai Tribe
 11 CAP water, regardless of whether the Hualapai
 12 Tribe CAP water is delivered for use by the
 13 Hualapai Tribe or in accordance with any lease,
 14 option to lease, exchange, or option to exchange
 15 providing for the delivery to other persons of
 16 the Hualapai Tribe CAP water, shall be—

17 (i) nonreimbursable; and

18 (ii) excluded from the repayment obli-
 19 gation of the Central Arizona Water Con-
 20 servation District.

21 (S) NONREIMBURSABLE CAP CONSTRUC-
 22 TION COSTS.—

23 (i) IN GENERAL.—With respect to the
 24 costs associated with the construction of

1 the CAP system allocable to the Hualapai
 2 Tribe—

3 (I) the costs shall be nonreim-
 4 bursable; and

5 (II) the Hualapai Tribe shall
 6 have no repayment obligation for the
 7 costs.

8 (ii) CAPITAL CHARGES.—No CAP
 9 water service capital charges shall be due
 10 or payable for the Hualapai Tribe CAP
 11 water, regardless of whether the Hualapai
 12 Tribe CAP water is delivered—

13 (I) for use by the Hualapai
 14 Tribe; or

15 (II) under any lease, option to
 16 lease, exchange, or option to exchange
 17 entered into by the Hualapai Tribe.

18 (d) COLORADO RIVER ACCOUNTING.—All Hualapai
 19 Tribe CAP water diverted directly from the Colorado
 20 River shall be accounted for as deliveries of CAP water
 21 within the State.

22 **SEC. 14. ENFORCEABILITY DATE.**

23 (a) IN GENERAL.—Except as provided in subsection
 24 (d), the Hualapai Tribe water rights settlement agree-
 25 ment, including the waivers and releases of claims de-

1 scribed in section 9, shall take effect and be fully enforce-
2 able on the date on which the Secretary publishes in the
3 Federal Register a statement of findings that—

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

6 (A) the Hualapai Tribe water rights settle-
7 ment agreement has been revised through an
8 amendment to eliminate the conflict; and

9 (B) the revised Hualapai Tribe water
10 rights settlement agreement, including any ex-
11 hibits requiring execution by any party to the
12 Hualapai Tribe water rights settlement agree-
13 ment, has been executed by the required party;

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

17 (3) the abstracts referred to in subparagraphs
18 4.8.1.2, 4.8.2.1, and 4.8.2.2 of the Hualapai Tribe
19 water rights settlement agreement have been com-
20 pleted by the Hualapai Tribe;

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

24 (5) the Gila River adjudication decree has been
25 approved by the Gila River adjudication court sub-

1 stantially in the form of the judgment and decree at-
 2 tached to the Hualapai Tribe water rights settlement
 3 agreement as Exhibit 3.1.43, as amended to ensure
 4 consistency with this Act; and

5 (6) the Secretary has executed the Hualapai
 6 Tribe water delivery contract described in section
 7 13(c).

8 (b) REPEAL ON FAILURE TO MEET ENFORCE-
 9 ABILITY DATE.—

10 (1) IN GENERAL.—Except as provided in para-
 11 graph (2), if the Secretary fails to publish in the
 12 Federal Register a statement of findings under sub-
 13 section (a) by April 15, 2029, or such alternative
 14 later date as may be agreed to by the Hualapai
 15 Tribe, the Secretary, and the State—

16 (A) this Act is repealed;

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

20 (C) any amounts appropriated under sec-
 21 tion 7, together with any investment earnings
 22 on those amounts, less any amounts expended
 23 under section 6(a)(4)(B), shall revert imme-
 24 diately to the general fund of the Treasury.

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

9 (c) RIGHT TO OFFSET.—If the Secretary has not
10 published in the Federal Register the statement of find-
11 ings under subsection (a) by April 15, 2029, or such alter-
12 native later date as may be agreed to by the Hualapai
13 Tribe, the Secretary, and the State, the United States
14 shall be entitled to offset any Federal amounts made avail-
15 able under section 6(a)(4)(B) that were used or authorized
16 for any use under that section against any claim asserted
17 by the Hualapai Tribe against the United States described
18 in section 9(a)(2)(A).

19 (d) BILL WILLIAMS RIVER PHASE 2 ENFORCE-
20 ABILITY DATE.—Notwithstanding any other provision of
21 this Act, the Bill Williams River phase 2 water rights set-
22 tlement agreement (including the waivers and releases de-
23 scribed in section 9(d) of this Act and section 5 of the
24 Bill Williams River phase 2 water rights settlement agree-
25 ment) shall take effect and become enforceable among the

1 parties to the Bill Williams River phase 2 water rights
2 settlement agreement on the date on which all of the fol-
3 lowing conditions have occurred:

4 (1) The Hualapai Tribe water rights settlement
5 agreement becomes enforceable pursuant to sub-
6 section (a).

7 (2) Freeport has submitted to the Arizona De-
8 partment of Water Resources a conditional with-
9 drawal of any objection to the Bill Williams River
10 watershed instream flow applications pursuant to
11 section 4.4(i) of the Bill Williams River phase 2
12 water rights settlement agreement, which withdrawal
13 shall take effect on the Bill Williams River Phase 2
14 Enforceability Date described in this subsection.

15 (3) Not later than the Enforceability Date, the
16 Arizona Department of Water Resources has issued
17 an appealable, conditional decision and order for the
18 Bill Williams River watershed instream flow applica-
19 tions pursuant to section 4.4(iii) of the Bill Williams
20 River phase 2 water rights settlement agreement,
21 which order shall become nonconditional and effec-
22 tive on the Bill Williams River Phase 2 Enforce-
23 ability Date described in this subsection.

24 (4) The conditional decision and order de-
25 scribed in paragraph (3)—

1 (A) becomes final; and

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

3 **SEC. 15. ADMINISTRATION.**

4 (a) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—

5 (1) WAIVER.—

6 (A) IN GENERAL.—In any circumstance
7 described in paragraph (2)—

8 (i) the United States or the Hualapai
9 Tribe may be joined in the action described
10 in the applicable subparagraph of that
11 paragraph; and

12 (ii) subject to subparagraph (B), any
13 claim by the United States or the Hualapai
14 Tribe to sovereign immunity from the ac-
15 tion is waived.

16 (B) LIMITATION.—A waiver under sub-
17 paragraph (A)(ii)—

18 (i) shall only be for the limited and
19 sole purpose of the interpretation or en-
20 forcement of—

21 (I) this Act;

22 (II) the Hualapai Tribe water
23 rights settlement agreement, as rati-
24 fied by this Act; or

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

4 (ii) shall not include any award
 5 against the United States or the Hualapai
 6 Tribe for money damages, court costs, or
 7 attorney fees.

8 (2) CIRCUMSTANCES DESCRIBED.—A cir-
 9 cumstance referred to in paragraph (1)(A) is any of
 10 the following:

11 (A) Any party to the Hualapai Tribe water
 12 rights settlement agreement—

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

17 (I) this Act; or

18 (II) the Hualapai Tribe water
 19 rights settlement agreement; and

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

22 (B) Any landowner or water user in the
 23 Verde River Watershed—

24 (i) brings an action in any court of
 25 competent jurisdiction relating only and di-

1 rectly to the interpretation or enforcement
2 of—

3 (I) paragraph 10.0 of the
4 Hualapai Tribe water rights settle-
5 ment agreement;

6 (II) Exhibit 3.1.43 to the
7 Hualapai Tribe water rights settle-
8 ment agreement; or

9 (III) section 9; and

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

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

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

18 (I) this Act; or

19 (II) the Bill Williams River phase
20 2 settlement agreement; and

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

23 (b) EFFECT ON CURRENT LAW.—Nothing in this
24 section alters the law with respect to pre-enforcement re-

1 view of Federal environmental or safety-related enforce-
2 ment actions.

3 (c) BASIN GROUNDWATER WITHDRAWAL ESTI-
4 MATES.—

5 (1) GROUNDWATER WITHDRAWAL ESTI-
6 MATES.—

7 (A) IN GENERAL.—Not later than 1 year
8 of the date of enactment of this Act, the Sec-
9 retary, acting through the United States Geo-
10 logical Survey Water Use Program, shall issue
11 an estimate for groundwater withdrawals in the
12 Truxton Basin outside the boundaries of the
13 Hualapai Reservation.

14 (B) ANNUAL ESTIMATES.—Each year after
15 publication of the initial estimate required by
16 subparagraph (A), the Secretary, acting
17 through the United States Geological Survey
18 Water Use Program, shall issue an estimate for
19 groundwater withdrawals in the Truxton Basin
20 outside the boundaries of the Hualapai Res-
21 ervation until such time as the Secretary, after
22 consultation with the Hualapai Tribe, deter-
23 mines that annual estimates are not warranted.

24 (2) NOTICE TO THE STATE.—Based on the esti-
25 mates under paragraph (1), the Secretary shall no-

1 tify the State, in writing, if the total withdrawal of
2 groundwater from the Truxton Basin outside the
3 boundaries of the Hualapai Reservation exceeds the
4 estimate prepared pursuant to that paragraph by
5 3,000 or more AFY, exclusive of any diversion or
6 use of groundwater on Hualapai fee land and any
7 land acquired by the Hualapai Tribe, including by a
8 tribally owned corporation, in fee after the Enforce-
9 ability Date.

10 (d) ANTIDEFICIENCY.—Notwithstanding any author-
11 ization of appropriations to carry out this Act, the United
12 States shall not be liable for any failure of the United
13 States to carry out any obligation or activity authorized
14 by this Act (including all agreements or exhibits ratified
15 or confirmed by this Act) if—

16 (1) adequate appropriations are not provided
17 expressly by Congress to carry out the purposes of
18 this Act; or

19 (2) there are not enough monies available to
20 carry out this Act in the Lower Colorado River
21 Basin Development Fund.

22 (e) APPLICATION OF RECLAMATION REFORM ACT OF
23 1982.—The Reclamation Reform Act of 1982 (43 U.S.C.
24 390aa et seq.) and any other acreage limitation or full-

1 cost pricing provision of Federal law shall not apply to
 2 any person, entity, or tract of land solely on the basis of—

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

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

5 (3) the use, storage, delivery, lease, or exchange
 6 of CAP water.

7 (f) EFFECT.—

8 (1) NO MODIFICATION OR PREEMPTION OF
 9 OTHER LAW.—Unless expressly provided in this Act,
 10 nothing in this Act modifies, conflicts with, pre-
 11 empts, or otherwise affects—

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

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

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

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

21 (E) the Treaty between the United States
 22 of America and Mexico respecting utilization of
 23 waters of the Colorado and Tijuana Rivers and
 24 of the Rio Grande, signed at Washington Feb-
 25 ruary 3, 1944 (59 Stat. 1219);

1 (F) the Colorado River Compact;

2 (G) the Upper Colorado River Basin Com-
3 pact;

4 (H) the Omnibus Public Land Manage-
5 ment Act of 2009 (Public Law 111–11; 123
6 Stat. 991); or

7 (I) case law concerning water rights in the
8 Colorado River system other than any case to
9 enforce the Hualapai Tribe water rights settle-
10 ment agreement or this Act.

11 (2) EFFECT ON AGREEMENTS.—Nothing in this
12 Act or the Hualapai Tribe water rights settlement
13 agreement limits the right of the Hualapai Tribe to
14 enter into any agreement for the storage or banking
15 of water in accordance with State law with—

16 (A) the Arizona Water Banking Authority
17 (or a successor agency or entity); or

18 (B) any other lawful authority.

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

20 (A) quantifies or otherwise affects the
21 water rights, claims, or entitlements to water of
22 any Indian Tribe other than the Hualapai
23 Tribe;

24 (B) affects the ability of the United States
25 to take action on behalf of any Indian Tribe

1 other than the Hualapai Tribe, the members of
2 the Hualapai Tribe, and the allottees; or
3 (C) limits the right of the Hualapai Tribe
4 to use any water of the Hualapai Tribe in any
5 location on the Hualapai Reservation.

Passed the Senate December 19, 2022.

Attest:

Secretary.

117TH CONGRESS
2^D SESSION

S. 4104

AN ACT

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.