

Public Law 117–349  
117th Congress

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.

Jan. 5, 2023

[S. 4104]

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

Hualapai Tribe  
Water Rights  
Settlement Act of  
2022.

**SECTION 1. SHORT TITLE.**

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

**SEC. 2. PURPOSES.**

The purposes of this Act are—

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

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

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

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

(3) to authorize and direct the Secretary to execute and perform the duties and obligations of the Secretary under the Hualapai Tribe water rights settlement agreement and this Act; and

(4) to authorize the appropriation of funds necessary to carry out the Hualapai Tribe water rights settlement agreement and this Act.

**SEC. 3. DEFINITIONS.**

In this Act:

(1) **1947 JUDGMENT.**—The term “1947 Judgment” means the Judgment and the Stipulation and Agreement, including exhibits to the Judgment and the Stipulation and Agreement, entered on March 13, 1947, in *United States v. Santa Fe Pac. R.R. Co.*, No. E–190 (D. Ariz.) and attached to the Hualapai Tribe water rights settlement agreement as Exhibit 3.1.1.

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

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

(A) held in trust by the United States for individual Indians in the Big Sandy River basin in Mohave County,

Arizona, under the patents numbered 1039995, 1039996, 1039997, and 1019494; and

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

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

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

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

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

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

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

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

(8) BILL WILLIAMS RIVER PHASE 2 ENFORCEABILITY DATE.—The term “Bill Williams River Phase 2 Enforceability Date” means the date described in section 14(d).

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

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

(11) CAP CONTRACTOR.—

(A) IN GENERAL.—The term “CAP contractor” means a person that has entered into a CAP contract.

(B) INCLUSION.—The term “CAP contractor” includes the Hualapai Tribe.

(12) CAP FIXED OM&R CHARGE.—The term “CAP fixed OM&R charge” has the meaning given the term “Fixed OM&R Charge” in the CAP repayment stipulation.

(13) CAP M&I PRIORITY WATER.—The term “CAP M&I priority water” means water within the available CAP supply having a municipal and industrial delivery priority.

(14) CAP NIA PRIORITY WATER.—The term “CAP NIA priority water” means water within the available CAP supply having a non-Indian agricultural delivery priority.

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

(A) the 1 or more entities authorized to assume responsibility for the care, operation, maintenance, and replacement of the CAP system; and

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

(16) CAP PUMPING ENERGY CHARGE.—The term “CAP pumping energy charge” has the meaning given the term “Pumping Energy Charge” in the CAP repayment stipulation.

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

(A) the contract dated December 1, 1988 (Contract No. 14-06-W-245, Amendment No. 1), between the United States and the Central Arizona Water Conservation District for the Delivery of Water and Repayment of Costs of the Central Arizona Project; and

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

(18) CAP REPAYMENT STIPULATION.—The term “CAP repayment stipulation” means the Stipulated Judgment and the Stipulation for Judgment, including any exhibits to those documents, entered on November 21, 2007, in the United States District Court for the District of Arizona in the consolidated civil action Central Arizona Water Conservation District v. United States, numbered CIV 95-625-TUC-WDB (EHC) and CIV 95-1720-PHX-EHC.

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

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

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

(A) the Mark Wilmer Pumping Plant;

(B) the Hayden-Rhodes Aqueduct;

(C) the Fannin-McFarland Aqueduct;

(D) the Tucson Aqueduct;

(E) any pumping plant or appurtenant work of a feature described in subparagraph (A), (B), (C), or (D); and

(F) any extension of, addition to, or replacement for a feature described in subparagraph (A), (B), (C), (D), or (E).

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

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

(24) CENTRAL ARIZONA WATER CONSERVATION DISTRICT.—The term “Central Arizona Water Conservation District” means the political subdivision of the State that is the contractor under the CAP repayment contract.

(25) COLORADO RIVER COMPACT.—The term “Colorado River Compact” means the Colorado River Compact of 1922, as ratified and reprinted in article 2 of chapter 7 of title 45, Arizona Revised Statutes.

(26) COLORADO RIVER WATER ENTITLEMENT.—The term “Colorado River water entitlement” means the right or authorization to use Colorado River water in the State through a mainstem contract with the Secretary pursuant to section 5 of the Boulder Canyon Project Act (43 U.S.C. 617d).

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

(28) DIVERT.—The term “divert” means to receive, withdraw, develop, produce, or capture water using—

(A) a ditch, canal, flume, bypass, pipeline, pit, collection or infiltration gallery, conduit, well, pump, turnout, dam, or any other mechanical device; or

(B) any other act of man.

(29) DOMESTIC PURPOSE.—

(A) IN GENERAL.—The term “domestic purpose” means any use relating to the supply, service, or activity of a household or private residence.

(B) INCLUSIONS.—The term “domestic purpose” includes the application of water to not more than 2 acres of land to produce a plant or parts of a plant for—

(i) sale or human consumption; or

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

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

(A) has been used in the State for domestic, municipal, or industrial purposes, other than solely for hydropower generation; and

(B) is available for reuse for any purpose, regardless or whether the water has been treated to improve the quality of the water.

(31) ENFORCEABILITY DATE.—The term “Enforceability Date” means the date described in section 14(a).

(32) EXCHANGE.—The term “exchange” means a trade between 1 or more persons of any water for any other water, if each person has a right or claim to use the water the person provides in the trade, regardless of whether the water is traded in equal quantities or other consideration is included in the trade.

(33) FOURTH PRIORITY WATER.—The term “fourth priority water” means Colorado River water that is available for delivery in the State for the satisfaction of entitlements—

(A) in accordance with contracts, Secretarial reservations, perfected rights, and other arrangements between the United States and water users in the State entered into or established after September 30, 1968, for use on Federal, State, or privately owned land in the State, in a total quantity of not greater than 164,652 AFY of diversions; and

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

(34) FREEPORT.—

(A) IN GENERAL.—The term “Freeport” means the Delaware corporation named “Freeport Minerals Corporation”.

(B) INCLUSIONS.—The term “Freeport” includes all subsidiaries, affiliates, successors, and assigns of Freeport Minerals Corporation, including Byner Cattle Company, a Nevada corporation.

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

(36) GILA RIVER ADJUDICATION COURT.—The term “Gila River adjudication court” means the Superior Court of the State, in and for the County of Maricopa, exercising jurisdiction over the Gila River adjudication.

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

(38) GROUNDWATER.—The term “groundwater” means all water beneath the surface of the Earth within the State that is not—

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

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

- (A) is located in the State;
- (B) is located outside the exterior boundaries of the Hualapai Reservation or Hualapai trust land; and
- (C) as of the Enforceability Date, is owned by the Hualapai Tribe, including by a tribally owned corporation.

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

- (A) the Hualapai Reservation;
- (B) Hualapai trust land; and
- (C) Hualapai fee land.

(41) HUALAPAI RESERVATION.—The term “Hualapai Reservation” means the land within the exterior boundaries of the Hualapai Reservation, including—

- (A) all land withdrawn by the Executive order dated January 4, 1883, as modified by the May 28, 1942, order of the Secretary pursuant to the Act of February 20, 1925 (43 Stat. 954, chapter 273);
- (B) the land identified by the Executive orders dated December 22, 1898, May 14, 1900, and June 2, 1911; and
- (C) the land added to the Hualapai Reservation by sections 11 and 12.

(42) HUALAPAI TRIBE.—The term “Hualapai Tribe” means the Hualapai Tribe, a federally recognized Indian Tribe of Hualapai Indians organized under section 16 of the Act of June 18, 1934 (25 U.S.C. 5123) (commonly known as the “Indian Reorganization Act”).

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

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

(B) was retained by the Secretary for reallocation to Indian Tribes in the State pursuant to section 104(a)(1)(A)(iii) of the Central Arizona Project Settlement Act of 2004 (Public Law 108-451; 118 Stat. 3487); and

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

(44) HUALAPAI TRIBE WATER DELIVERY CONTRACT.—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—

(A) located—

(i) in the State; and

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

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

(47) HUALAPAI WATER PROJECT.—The term “Hualapai Water Project” means the project constructed in accordance with section 6(a)(7)(A).

(48) HUALAPAI WATER TRUST FUND ACCOUNT.—The term “Hualapai Water Trust Fund Account” means the account established under section 6(a)(1).

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

(50) INJURY TO WATER RIGHTS.—

(A) IN GENERAL.—The term “injury to water rights” means any interference with, diminution of, or deprivation of, a water right under Federal, State, or other law.

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

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

(52) LOWER COLORADO RIVER BASIN DEVELOPMENT FUND.—The term “Lower Colorado River Basin Development Fund” means the fund established by section 403(a) of the Colorado River Basin Project Act (43 U.S.C. 1543(a)).

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

(54) OM&R.—The term “OM&R” means—

(A) any recurring or ongoing activity relating to the day-to-day operation of a project;

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

(C) any activity relating to replacing a feature of a project.

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

(A) depicted as 3 contiguous allotments identified as 1A, 1B, and 1C on the map attached to the Hualapai Tribe water rights settlement agreement as Exhibit 3.1.6; and

(B) held in trust for certain allottees.

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

(A) depicted as “Parcel 2” on the map attached to the Hualapai Tribe water rights settlement agreement as Exhibit 3.1.6; and

(B) held in trust for certain allottees.

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

(A) depicted as “Parcel 3” on the map attached to the Hualapai Tribe water rights settlement agreement as Exhibit 3.1.6;

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

(C) part of the Hualapai Reservation pursuant to Executive Order 1368, dated June 2, 1911.

(58) PARTY.—The term “party” means a person that is a signatory to the Hualapai Tribe water rights settlement agreement.

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

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

(61) STOCK WATERING.—The term “stock watering” means the watering of livestock, range livestock, or poultry.

(62) SURFACE WATER.—The term “surface water” means all water in the State that is appropriable under State law.

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

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

(A) groundwater;

(B) surface water;

(C) effluent; and

(D) Colorado River water.

(65) WATER RIGHT.—The term “water right” means any right in or to groundwater, surface water, effluent, or Colorado River water under Federal, State, or other law.

**SEC. 4. RATIFICATION AND EXECUTION OF HUALAPAI TRIBE WATER RIGHTS SETTLEMENT AGREEMENT.** Contracts.

(a) RATIFICATION.—

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

(2) **AMENDMENTS.**—If an amendment to the Hualapai Tribe water rights settlement agreement, or to any exhibit attached to the Hualapai Tribe water rights settlement agreement requiring the signature of the Secretary, is executed in accordance with this Act to make the Hualapai Tribe water rights settlement agreement consistent with this Act, the amendment is authorized, ratified, and confirmed, to the extent the amendment is consistent with this Act.

(b) **EXECUTION.**—

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

(2) **MODIFICATIONS.**—Nothing in this Act prohibits the Secretary from approving any modification to an appendix or exhibit to the Hualapai Tribe water rights settlement agreement that is consistent with this Act, to the extent the modification does not otherwise require congressional approval under section 2116 of the Revised Statutes (25 U.S.C. 177) or any other applicable provision of Federal law.

(c) **ENVIRONMENTAL COMPLIANCE.**—

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

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

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

(C) all other applicable Federal environmental laws and regulations.

(2) **COMPLIANCE.**—

(A) **IN GENERAL.**—In implementing the Hualapai Tribe water rights settlement agreement and this Act, the Hualapai Tribe shall prepare any necessary environmental documents, consistent with all applicable provisions of—

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

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

(iii) all other applicable Federal environmental laws and regulations.

(B) **AUTHORIZATIONS.**—The Secretary shall—

(i) independently evaluate the documentation submitted under subparagraph (A); and

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

Evaluation.



(3) EFFECT OF EXECUTION.—The execution of the Hualapai Tribe water rights settlement agreement by the Secretary under this section shall not constitute a major action for purposes of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

#### SEC. 5. WATER RIGHTS.

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

(1) HUALAPAI TRIBE.—The United States shall hold the following water rights in trust for the benefit of the Hualapai Tribe:

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

(B) The water rights for Hualapai trust land described in subparagraph 4.4 of the Hualapai Tribe water rights settlement agreement.

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

(i) after the Enforceability Date; and

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

(D) All Hualapai Tribe CAP water.

(2) ALLOTTEES.—The United States shall hold in trust for the benefit of the allottees all water rights for the allotments described in subparagraph 4.3.2 of the Hualapai Tribe water rights settlement agreement.

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

(1) The water rights for the Hualapai Reservation described in subparagraph 4.2 of the Hualapai Tribe water rights settlement agreement.

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

(3) Any Colorado River water entitlement purchased by the Hualapai Tribe wholly or substantially with amounts in the Economic Development Fund described in section 8.1 of the Amended and Restated Hualapai Tribe Bill Williams River Water Rights Settlement Agreement.

(c) ALIENATION.—Any Colorado River water entitlement purchased by the Hualapai Tribe wholly or substantially with amounts in the Economic Development Fund described in section 8.1 of the Amended and Restated Hualapai Tribe Bill Williams River Water Rights Settlement Agreement shall be restricted against permanent alienation by the Hualapai Tribe.

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

(e) COLORADO RIVER WATER ENTITLEMENTS.—

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

(2) STORAGE.—

Effective date.

(A) IN GENERAL.—Subject to paragraphs (3) and (5), the Hualapai Tribe may store Colorado River water available under any Colorado River water entitlement purchased by or donated to the Hualapai Tribe at underground storage facilities or groundwater savings facilities located within the State and in accordance with State law.

(B) ASSIGNMENTS.—The Hualapai Tribe may assign any long-term storage credits accrued as a result of storage under subparagraph (A) in accordance with State law.

(3) TRANSFERS.—The Hualapai Tribe may transfer the entitlement for use or storage under paragraph (1) or (2), respectively, to another location within the State, including the Hualapai Reservation, in accordance with the Hualapai Tribe water rights settlement agreement and all applicable Federal and State laws governing the transfer of Colorado River water entitlements within the State.

(4) LEASES.—The Hualapai Tribe may lease any Colorado River water entitlement for use or storage under paragraph (1) or (2), respectively, to a water user within the State, in accordance with the Hualapai Tribe water rights settlement agreement and all applicable Federal and State laws governing the transfer of Colorado River water entitlements within the State.

(5) TRANSPORTS.—The Hualapai Tribe, or any person who leases a Colorado River water entitlement from the Hualapai Tribe under paragraph (4), may transport Colorado River water available under the Colorado River water entitlement through the Central Arizona Project in accordance with all laws of the United States and the agreements between the United States and the Central Arizona Water Conservation District governing the use of the Central Arizona Project to transport water other than CAP water.

(f) USE OFF-RESERVATION.—No water rights to groundwater under the Hualapai Reservation or Hualapai trust land, or to surface water on the Hualapai Reservation or Hualapai trust land, may be sold, leased, transferred, or used outside the boundaries of the Hualapai Reservation or Hualapai trust land, other than under an exchange.

(g) GROUNDWATER TRANSPORTATION.—

(1) FEE LAND.—Groundwater may be transported in accordance with State law away from Hualapai fee land and away from land acquired in fee by the Hualapai Tribe, including by a tribally owned corporation, after the Enforceability Date.

(2) LAND ADDED TO HUALAPAI RESERVATION.—Groundwater may be transported in accordance with State law away from land added to the Hualapai Reservation by sections 11 and 12 to other land within the Hualapai Reservation.

#### **SEC. 6. HUALAPAI WATER TRUST FUND ACCOUNT; CONSTRUCTION OF HUALAPAI WATER PROJECT; FUNDING.**

(a) HUALAPAI WATER TRUST FUND ACCOUNT.—

(1) ESTABLISHMENT.—The Secretary shall establish a trust fund account, to be known as the “Hualapai Water Trust Fund Account”, to be managed, invested, and distributed by the Secretary and to remain available until expended, withdrawn, or reverted to the general fund of the Treasury, consisting of the amounts deposited in the Hualapai Water Trust Fund

Account under paragraph (2), together with any interest earned on those amounts, for the purposes of carrying out this Act.

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

(3) MANAGEMENT AND INTEREST.—

(A) MANAGEMENT.—On receipt and deposit of funds into the Hualapai Water Trust Fund Account, the Secretary shall manage, invest, and distribute all amounts in the Hualapai Water Trust Fund Account in a manner that is consistent with the investment authority of the Secretary under—

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

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

(iii) this subsection.

(B) INVESTMENT EARNINGS.—In addition to the deposits made to the Hualapai Water Trust Fund Account under paragraph (2), any investment earnings, including interest, credited to amounts held in the Hualapai Water Trust Fund Account are authorized to be appropriated to be used in accordance with paragraph (7).

(4) AVAILABILITY OF AMOUNTS.—

Effective dates.

(A) IN GENERAL.—Amounts appropriated to, and deposited in, the Hualapai Water Trust Fund Account, including any investment earnings, shall be made available to the Hualapai Tribe by the Secretary beginning on the Enforceability Date, subject to the requirements of this section.

(B) USE.—Notwithstanding subparagraph (A), amounts deposited in the Hualapai Water Trust Fund Account shall be available to the 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

Determination.

that amounts withdrawn by the Hualapai Tribe from the Hualapai Water Trust Fund Account under clause (i) are used in accordance with this Act.

(B) WITHDRAWALS UNDER EXPENDITURE PLAN.—

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

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

(iii) INCLUSIONS.—An expenditure plan under this subparagraph shall include a description of the manner and purpose for which the amounts proposed to be withdrawn from the Hualapai Water Trust Fund Account will be used by the Hualapai Tribe, in accordance with paragraph (7).

Determination.

(iv) APPROVAL.—The Secretary shall approve an expenditure plan submitted under clause (ii) if the Secretary determines that the plan—

(I) is reasonable; and

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

Determination.

(v) ENFORCEMENT.—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary to enforce an expenditure plan to ensure that amounts disbursed under this subparagraph are used in accordance with this Act.

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

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

Plan.  
Compliance.

(A) to plan, design, construct, and conduct related activities, including compliance with Federal environmental laws under section 8, the Hualapai Water Project, which shall be designed to divert, treat, and convey up to 3,414 AFY of water from the Colorado River in the lower basin in the State, including locations on or directly adjacent to the Hualapai Reservation, for municipal, commercial, and industrial uses on the Hualapai Reservation;

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

(C) to construct facilities to transport electrical power to pump water for the Hualapai Water Project;

(D) to construct, repair, and replace such infrastructure as may be necessary for groundwater wells on the Hualapai

Reservation and to construct infrastructure for delivery and use of such groundwater on the Hualapai Reservation;

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

(F) to reimburse the Hualapai Tribe for any—

Reimbursement.  
Time periods.

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

(I) beginning on the date of enactment of this Act; and

(II) ending on the Enforceability Date; and

(ii) construction costs associated with the Hualapai Water Project that the Hualapai Tribe incurs using Tribal funds during the period—

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

(II) ending on the Enforceability Date; and

(G) to make contributions to the Economic Development Fund described in section 8.1 of the Amended and Restated Hualapai Tribe Bill Williams River Water Rights Settlement Agreement for the purpose of purchasing additional Colorado River water entitlements and appurtenant land.

(8) LIABILITY.—The Secretary and the Secretary of the Treasury shall not be liable for the expenditure or investment of any amounts withdrawn from the Hualapai Water Trust Fund Account by the Hualapai Tribe under paragraph (5).

(9) TITLE TO INFRASTRUCTURE.—Title to, control over, and operation of any project constructed using funds from the Hualapai Water Trust Fund Account shall remain in the Hualapai Tribe.

(10) OM&R.—All OM&R costs of any project constructed using funds from the Hualapai Water Trust Fund Account shall be the responsibility of the Hualapai Tribe.

(11) NO PER CAPITA DISTRIBUTIONS.—No portion of the Hualapai Water Trust Fund Account shall be distributed on a per capita basis to any member of the Hualapai Tribe.

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

(b) HUALAPAI WATER SETTLEMENT IMPLEMENTATION FUND ACCOUNT.—

(1) ESTABLISHMENT.—There is established in the Treasury of the United States a nontrust, interest-bearing account, to be known as the “Hualapai Water Settlement Implementation Fund Account” (referred to in this subsection as the “Implementation Fund Account”) to be managed and distributed by the Secretary, for use by the Secretary for carrying out this Act.

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

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

(4) INTEREST.—In addition to the deposits under paragraph (2), any investment earnings, including interest, credited to amounts unexpended in the Implementation Fund Account are authorized to be appropriated to be used in accordance with paragraph (3).

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

(a) AUTHORIZATIONS.—

(1) HUALAPAI WATER TRUST FUND ACCOUNT.—There is authorized to be appropriated to the Secretary for deposit in the Hualapai Water Trust Fund Account \$312,000,000, to be available until expended, withdrawn, or reverted to the general fund of the Treasury.

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

(3) PROHIBITION.—Notwithstanding any other provision of law, any amounts made available under paragraph (1) or (2) shall not be made available from the Reclamation Water Settlements Fund established by section 10501(a) of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 407(a)).

(b) FLUCTUATION IN COSTS.—

(1) IN GENERAL.—The amount authorized to be appropriated under subsection (a)(1) shall be increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after the date of enactment of this Act, as indicated by the Bureau of Reclamation Construction Cost Index—Composite Trend.

Determination.

(2) CONSTRUCTION COSTS ADJUSTMENT.—The amount authorized to be appropriated under subsection (a)(1) shall be adjusted to address construction cost changes necessary to account for unforeseen market volatility that may not otherwise be captured by engineering cost indices as determined by the Secretary, including repricing applicable to the types of construction and current industry standards involved.

(3) REPETITION.—The adjustment process under this subsection shall be repeated for each subsequent amount appropriated until the amount authorized, as adjusted, has been appropriated.

(4) PERIOD OF INDEXING.—The period of indexing adjustment for any increment of funding shall end on the date on which the funds are deposited in the Hualapai Water Trust Fund Account.

**SEC. 8. ENVIRONMENTAL COMPLIANCE.**

Effective date.

(a) IN GENERAL.—Effective beginning on the date of deposit of funds in the Hualapai Water Trust Fund Account, the Hualapai Tribe may commence any environmental, cultural, and historical compliance activities necessary to implement the Hualapai Tribe water rights settlement agreement and this Act, including activities necessary to comply with all applicable provisions of—

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

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

(3) all other applicable Federal environmental or historical and cultural protection laws and regulations.

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

(c) **COMPLIANCE COSTS.**—Any costs associated with the performance of the compliance activities under subsection (a) shall be paid from funds deposited in the Hualapai Water Trust Fund Account, subject to the condition that any costs associated with the performance of Federal approval or other review of such compliance work or costs associated with inherently Federal functions shall remain the responsibility of the Secretary.

(d) **RECORD OF DECISION.**—Construction of the Hualapai Water Project shall not commence until the Secretary issues a record of decision after completion of an environmental impact statement for the Hualapai Water Project.

(e) **CONSTRUCTION COSTS.**—Any costs of construction incurred by the Hualapai Tribe during the period beginning on the date on which the Secretary issues a record of decision and ending on the Enforceability Date shall be paid by the Hualapai Tribe and not from funds deposited in the Hualapai Water Trust Fund Account, subject to the condition that, pursuant to section 6(a)(7)(F), the Hualapai Tribe may be reimbursed after the Enforceability Date from the Hualapai Water Trust Fund Account for any such costs of construction incurred by the Hualapai Tribe prior to the Enforceability Date.

Time period.

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

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

(1) **CLAIMS AGAINST THE STATE AND OTHERS.**—

(A) **IN GENERAL.**—Except as provided in subparagraph (C), the Hualapai Tribe, on behalf of the Hualapai Tribe and the members of the Hualapai Tribe (but not members in the capacity of the members as allottees) and the United States, acting as trustee for the Hualapai Tribe and the members of the Hualapai Tribe (but not members in the capacity of the members as allottees), as part of the performance of the respective obligations of the Hualapai Tribe and the United States under the Hualapai Tribe water rights settlement agreement and this Act, are authorized to execute a waiver and release of any claims against the State (or any agency or political subdivision of the State) and any other individual, entity, corporation, or municipal corporation under Federal, State, or other law for all—

(i) past, present, and future claims for water rights, including rights to Colorado River water, for Hualapai land, arising from time immemorial and, thereafter, forever;

(ii) past, present, and future claims for water rights, including rights to Colorado River water, arising

from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land by the Hualapai Tribe, the predecessors of the Hualapai Tribe, the members of the Hualapai Tribe, or predecessors of the members of the Hualapai Tribe;

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

(iv) past, present, and future claims for injury to water rights, including injury to rights to Colorado River water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land by the Hualapai Tribe, the predecessors of the Hualapai Tribe, the members of the Hualapai Tribe, or predecessors of the members of the Hualapai Tribe;

(v) claims for injury to water rights, including injury to rights to Colorado River water, arising after the Enforceability Date, for Hualapai land, resulting from the off-reservation diversion or use of surface water, Colorado River water, or effluent in a manner not in violation of the Hualapai Tribe water rights settlement agreement or State law;

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

(vii) claims for water rights of the Hualapai Tribe or the United States, acting as trustee for the Hualapai Tribe and members of the Hualapai Tribe, with respect to Parcel 3, in excess of 300 AFY;

(viii) claims for injury to water rights arising after the Enforceability Date for Hualapai land resulting from the off-reservation diversion or use of groundwater from—

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

(II) any well constructed outside of the Truxton Basin, and not more than 2 miles from the exterior boundaries of the Hualapai Reservation, after the date of enactment of this Act if—

(aa) the well was constructed to replace a well in existence on the date of enactment of this Act;

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

(cc) the pumping capacity and case diameter of the replacement well do not exceed the pumping capacity and case diameter of the well being replaced; or

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

Applicability.



boundaries of the Hualapai Reservation, after the date of enactment of this Act, subject to the condition that the authorizations and restrictions regarding the location, size, and operation of wells in the Bill Williams River watershed set forth in the Bill Williams agreements and the Bill Williams Act, and the waivers of claims in the Bill Williams agreements and the Bill Williams Act, shall continue to apply to the parties to the Bill Williams agreements, notwithstanding the provisions of this subsection; and

(ix) claims for injury to water rights arising after the Enforceability Date, for Hualapai land, resulting from the off-reservation diversion or use of groundwater in the Truxton Basin from—

Effective dates.  
Notices.

(I) any well constructed within the Truxton Basin for domestic purposes or stock watering—

(aa) on or before the date on which the Secretary provides written notice to the State pursuant to section 15(c)(2); or

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

(AA) the well was constructed to replace a well in existence on the date on which the notice was provided;

(BB) the replacement well was constructed within 660 feet of the well being replaced; and

(CC) the pumping capacity and case diameter of the replacement well do not exceed the pumping capacity and case diameter of the well being replaced; and

(II) any well constructed within the Truxton Basin for purposes other than domestic purposes or stock watering—

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

(bb) after the date of enactment of this Act if the Secretary has not provided written notice to the State pursuant to section 15(c)(2); or

(cc) after the date of enactment of this Act if the Secretary has provided written notice to the State pursuant to section 15(c)(2) and if—

(AA) the well was constructed to replace a well in existence on the on which date the notice was provided;

(BB) the replacement well was constructed within 660 feet of the well being replaced; and

(CC) the pumping capacity and case diameter of the replacement well do not exceed the pumping capacity and case diameter of the well being replaced.

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

(C) **RESERVATION OF RIGHTS AND RETENTION OF CLAIMS.**—Notwithstanding the waiver and release of claims described in subparagraph (A), the Hualapai Tribe, acting on behalf of the Hualapai Tribe and the members of the Hualapai Tribe, and the United States, acting as trustee for the Hualapai Tribe and the members of the Hualapai Tribe (but not members in the capacity of the members as allottees), shall retain any right—

(i) subject to subparagraph 12.7 of the Hualapai Tribe water rights settlement agreement, to assert claims for injuries to, and seek enforcement of, the rights of the Hualapai Tribe under the Hualapai Tribe water rights settlement agreement or this Act in any Federal or State court of competent jurisdiction;

(ii) to assert claims for injuries to, and seek enforcement of, the rights of the Hualapai Tribe under any judgment or decree approving or incorporating the Hualapai Tribe water rights settlement agreement;

(iii) to assert claims for water rights based on State law for land owned or acquired by the Hualapai Tribe in fee, under subparagraph 4.8 of the Hualapai Tribe water rights settlement agreement;

(iv) to object to any claims for water rights or injury to water rights by or for any Indian Tribe or the United States, acting on behalf of any Indian Tribe;

(v) to assert past, present, or future claims for injury to water rights against any Indian Tribe or the United States, acting 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),

Effective dates.  
Notices.

except for a replacement well described in subparagraph (A)(ix)(I)(bb); and

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

(2) CLAIMS AGAINST UNITED STATES.—

(A) IN GENERAL.—Except as provided in subparagraph (C), the Hualapai Tribe, acting on behalf of the Hualapai Tribe and the members of the Hualapai Tribe (but not members in the capacity of the members as allottees) as part of the performance of the obligations of the Hualapai Tribe under the Hualapai Tribe water rights settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the United States, including agencies, officials, and employees of the United States, under Federal, State, or other law for all—

(i) past, present, and future claims for water rights, including rights to Colorado River water, for Hualapai land, arising from time immemorial and, thereafter, forever;

(ii) past, present, and future claims for water rights, including rights to Colorado River water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land by the Hualapai Tribe, the predecessors of the Hualapai Tribe, the members of the Hualapai Tribe, or predecessors of the members of the Hualapai Tribe;

(iii) past and present claims relating in any manner to damages, losses, or injury to water rights (including injury to rights to Colorado River water), land, or other resources due to loss of water or water rights (including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or water rights, claims relating to interference with, diversion, or taking of water, or claims relating to the failure to protect, acquire, or develop water, water rights, or water infrastructure) within the State that first accrued at any time prior to the Enforceability Date;

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

(v) past, present, and future claims for injury to water rights, including injury to rights to Colorado River water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land by the Hualapai Tribe, the predecessors of the Hualapai Tribe, the members of the Hualapai Tribe, or predecessors of the members of the Hualapai Tribe;

(vi) claims for injury to water rights, including injury to rights to Colorado River water, arising after

the Enforceability Date for Hualapai land, resulting from the off-reservation diversion or use of surface water, Colorado River water, or effluent in a manner not in violation of the Hualapai Tribe water rights settlement agreement or State law;

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

Effective dates.

(viii) claims for injury to water rights arising after the Enforceability Date for Hualapai land resulting from the off-Reservation diversion or use of groundwater from—

(I) any well constructed on public domain land outside of the Truxton Basin on or before the date of enactment of this Act;

(II) any well constructed on public domain land outside of the Truxton Basin, and not more than 2 miles from the exterior boundaries of the Hualapai Reservation, after the date of enactment of this Act if—

(aa) the well was constructed to replace a well in existence on the date of enactment of this Act;

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

(cc) the pumping capacity and case diameter of the replacement well do not exceed the pumping capacity and case diameter of the well being replaced; or

Applicability.

(III) any well constructed on public domain land outside of the Truxton Basin, and not less than 2 miles from the exterior boundaries of the Hualapai Reservation, after the date of enactment of this Act, subject to the condition that the authorizations and restrictions regarding the location, size, and operation of wells in the Bill Williams River watershed set forth in the Bill Williams agreements and the Bill Williams Act, and the waivers of claims in the Bill Williams agreements and the Bill Williams Act, shall continue to apply to the parties to the Bill Williams agreements, notwithstanding the provisions of this subsection; and

Effective dates.  
Notices.

(ix) claims for injury to water rights arising after the Enforceability Date for Hualapai land resulting from the off-reservation diversion or use of groundwater in the Truxton Basin from—

(I) any well constructed on public domain land within the Truxton Basin for domestic purposes or stock watering—

(aa) on or before the date on which the Secretary provides written notice to the State pursuant to section 15(c)(2); or

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

(AA) the well was constructed to replace a well in existence on the date on which the notice was provided;

(BB) the replacement well was constructed within 660 feet of the well being replaced; and

(CC) the pumping capacity and case diameter of the replacement well do not exceed the pumping capacity and case diameter of the well being replaced; and

(II) any well constructed on public domain land within the Truxton Basin for purposes other than domestic purposes or stock watering—

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

(bb) after the date of enactment of this Act if the Secretary has not provided written notice to the State pursuant to section 15(c)(2); or

(cc) after the date of enactment of this Act if the Secretary has provided written notice to the State pursuant to section 15(c)(2) and if—

(AA) the well was constructed to replace a well in existence on the date on which the notice was provided;

(BB) the replacement well was constructed within 660 feet of the well being replaced; and

(CC) the pumping capacity and case diameter of the replacement well do not exceed the pumping capacity and case diameter of the well being replaced.

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

(C) RETENTION OF CLAIMS.—Notwithstanding the waiver and release of claims described in subparagraph (A), the Hualapai Tribe and the members of the Hualapai Tribe (but not members in the capacity of the members as allottees) shall retain any right—

(i) subject to subparagraph 12.7 of the Hualapai Tribe water rights settlement agreement, to assert claims for injuries to, and seek enforcement of, the rights of the Hualapai Tribe under the Hualapai Tribe water rights settlement agreement or this Act in any Federal or State court of competent jurisdiction;

(ii) to assert claims for injuries to, and seek enforcement of, the rights of the Hualapai Tribe under any judgment or decree approving or incorporating the Hualapai Tribe water rights settlement agreement;

(iii) to assert claims for water rights based on State law for land owned or acquired by the Hualapai

Tribe in fee under subparagraph 4.8 of the Hualapai Tribe water rights settlement agreement;

(iv) to object to any claims for water rights or injury to water rights by or for any Indian Tribe or the United States, acting on behalf of any Indian Tribe;

(v) to assert past, present, or future claims for injury to water rights against any Indian Tribe or the United States, acting 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 any 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 on public domain land outside of the Truxton Basin and not more than 2 miles from the exterior boundaries of the Hualapai Reservation, except for 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 on public domain land 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 on public domain land 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).

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

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

Effective dates.  
Notices.

(A) past, present, and future claims for water rights, including rights to Colorado River water, for the allotments, arising from time immemorial and, thereafter, forever;

(B) past, present, and future claims for water rights, including rights to Colorado River water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land by the allottees or predecessors of the allottees;

(C) past and present claims for injury to water rights, including injury to rights to Colorado River water, for the allotments, arising from time immemorial through the Enforceability Date;

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

(E) claims for injury to water rights, including injury to rights to Colorado River water, arising after the Enforceability Date, for the allotments, resulting from the off-reservation diversion or use of water in a manner not in violation of the Hualapai Tribe water rights settlement agreement or State law;

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

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

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

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

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

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

(A) subject to subparagraph 12.7 of the Hualapai Tribe water rights settlement agreement, to assert claims for injuries to, and seek enforcement of, the rights of the allottees, if any, under the Hualapai Tribe water rights settlement agreement or this Act in any Federal or State court of competent jurisdiction;

(B) to assert claims for injuries to, and seek enforcement of, the rights of the allottees under any judgment or decree approving or incorporating the Hualapai Tribe water rights settlement agreement;

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

(i) any Indian Tribe other than the Hualapai Tribe;

or

(ii) the United States, acting on behalf of any Indian Tribe other than the Hualapai Tribe;

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

(i) any Indian Tribe other than the Hualapai Tribe;

or

(ii) the United States, acting on behalf of any Indian Tribe other than the Hualapai Tribe; and

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

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

(1) **IN GENERAL.**—Except as provided in paragraph (3), the United States, in all capacities (except as trustee for an Indian Tribe other than the Hualapai Tribe), as part of the performance of the obligations of the United States under the Hualapai Tribe water rights settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the Hualapai Tribe, the members of the Hualapai Tribe, or any agency, official, or employee of the Hualapai Tribe, under Federal, State or any other law for all—

(A) past and present claims for injury to water rights, including injury to rights to Colorado River water, resulting from the diversion or use of water on Hualapai land arising from time immemorial through the Enforceability Date;

(B) claims for injury to water rights, including injury to rights to Colorado River water, arising after the Enforceability Date, resulting from the diversion or use of water on Hualapai land in a manner that is not in violation of the Hualapai Tribe water rights settlement agreement or State law; and

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

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

(3) **RETENTION OF CLAIMS.**—Notwithstanding the waiver and release of claims described in paragraph (1), the United States shall retain any right to assert any claim not expressly waived in accordance with that paragraph, including any right to assert a claim for injury to, and seek enforcement of, any right of the United States under the Bill Williams agreements or the Bill Williams Act, in any Federal or State court of competent jurisdiction.

(d) **BILL WILLIAMS RIVER PHASE 2 WATER RIGHTS SETTLEMENT AGREEMENT WAIVER, RELEASE, AND RETENTION OF CLAIMS.**—

(1) **CLAIMS AGAINST FREEPORT.**—

(A) **IN GENERAL.**—Except as provided in subparagraph (C), the United States, acting solely on behalf of the Department of the Interior (including the Bureau of Land Management and the United States Fish and Wildlife Service), as part of the performance of the obligations of the United States under the Bill Williams River phase 2 water rights



settlement agreement, is authorized to execute a waiver and release of all claims of the United States against Freeport under Federal, State, or any other law for—

(i) any past or present claim for injury to water rights resulting from—

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

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

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

(I) the diversion or use of water by Freeport pursuant to the water rights described in Exhibit 4.1(ii) to the Bill Williams River phase 2 water rights settlement agreement in a manner not in violation of the Bill Williams River phase 2 water rights settlement agreement;

(II) the diversion of up to 2,500 AFY of water by Freeport from Sycamore Creek as permitted by section 4.3(iv) of the Bill Williams River phase 2 water rights settlement agreement; and

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

(iii) any past, present, or future claim arising out of, or relating in any manner to, the negotiation or execution of the Bill Williams River phase 2 water rights settlement agreement, the Hualapai Tribe water rights settlement agreement, or this Act.

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

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

(2) NO PRECEDENTIAL EFFECT.—

(A) PENDING AND FUTURE PROCEEDINGS.—The Bill Williams River phase 2 water rights settlement agreement shall have no precedential effect in any other administrative or judicial proceeding, including—

(i) any pending or future general stream adjudication, or any other litigation involving Freeport or the

United States, including any proceeding to establish or quantify a Federal reserved water right;

(ii) any pending or future administrative or judicial proceeding relating to an application—

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

(II) to sever and transfer a water right;

(III) to change a point of diversion; or

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

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

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

#### **SEC. 10. SATISFACTION OF WATER RIGHTS AND OTHER BENEFITS.**

(a) **HUALAPAI TRIBE AND MEMBERS.**—

(1) **IN GENERAL.**—The benefits realized by the Hualapai Tribe and the members of the Hualapai Tribe (but not members in the capacity of the members as allottees) under the Hualapai Tribe water rights settlement agreement, this Act, the Bill Williams agreements, and the Bill Williams Act shall be in full satisfaction of all claims of the Hualapai Tribe, the members of the Hualapai Tribe, and the United States, acting in the capacity of the United States as trustee for the Hualapai Tribe and the members of the Hualapai Tribe, for water rights and injury to water rights under Federal, State, or other law with respect to Hualapai land.

(2) **SATISFACTION.**—Any entitlement to water of the Hualapai Tribe and the members of the Hualapai Tribe (but not members in the capacity of the members as allottees) or the United States, acting in the capacity of the United States as trustee for the Hualapai Tribe and the members of the Hualapai Tribe (but not members in the capacity of the members as allottees), for Hualapai land shall be satisfied out of the water resources and other benefits granted, confirmed, quantified, or recognized by the Hualapai Tribe water rights settlement agreement, this Act, the Bill Williams agreements, and the Bill Williams Act to or for the Hualapai Tribe, the members of the Hualapai Tribe (but not members in the capacity of the members as allottees), and the United States, acting in the capacity of the United States as trustee for the Hualapai Tribe and the members of the Hualapai Tribe (but not members in the capacity of the members as allottees).

(b) **ALLOTTEE WATER CLAIMS.**—

(1) **IN GENERAL.**—The benefits realized by the allottees of the Hualapai Tribe under the Hualapai Tribe water rights settlement agreement, this Act, the Bill Williams agreements, and the Bill Williams Act shall be in complete replacement of and substitution for, and full satisfaction of, all claims with respect to allotments of the allottees and the United States,

acting in the capacity of the United States as trustee for the allottees, for water rights and injury to water rights under Federal, State, or other law.

(2) **SATISFACTION.**—Any entitlement to water of the allottees or the United States, acting in the capacity of the United States as trustee for the allottees, for allotments shall be satisfied out of the water resources and other benefits granted, confirmed, or recognized by the Hualapai Tribe water rights settlement agreement, this Act, the Bill Williams agreements, and the Bill Williams Act to or for the allottees and the United States, acting as trustee for the allottees.

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

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

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

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

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

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

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

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

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

(5) **HUNT PARCELS 1 AND 2.**—In T. 26 N., R. 14 W., Gila and Salt River Base and Meridian, Mohave County, Arizona—

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

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

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

(7) **HUNT PARCEL 5.**—In sec. 1, T. 25 N., R. 14 W., Gila and Salt River Base and Meridian, Mohave County, Arizona—

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

(B) E $\frac{1}{2}$ SW $\frac{1}{4}$ ; and

(C) SW $\frac{1}{4}$ SW $\frac{1}{4}$ .

(8) **VALENTINE CEMETERY PARCEL.**—W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$  sec. 22, T. 23 N., R. 13 W., Gila and Salt River Base and Meridian, Mohave County, Arizona, excepting and reserving to the United States a right-of-way for ditches or canals constructed by the

authority of the United States, pursuant to the Act of August 30, 1890 (43 U.S.C. 945).

**SEC. 12. TRUST LAND.**

(a) **LAND TO BE TAKEN INTO TRUST.**—

Effective date.

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

(2) **CHOLLA CANYON RANCH PARCELS.**—The land referred to in paragraph (1) is, in T. 16 N., R. 13 W., Gila and Salt River Base and Meridian, Mohave County, Arizona—

(A) SW $\frac{1}{4}$  sec. 25; and

(B) NE $\frac{1}{4}$  and NE $\frac{1}{4}$  SE $\frac{1}{4}$  sec. 35.

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

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

(d) **LIMITATIONS.**—Nothing in subsection (a) affects—

(1) any water right of the Hualapai Tribe in existence under State law before the date of enactment of this Act; or

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

(e) **FUTURE TRUST LAND.**—

Effective date.

(1) **NEW STATUTORY REQUIREMENT.**—Effective beginning on the date of enactment of this Act, and except as provided in subsection (a), any land located in the State outside the exterior boundaries of the Hualapai Reservation may only be taken into trust by the United States for the benefit of the Hualapai Tribe by an Act of Congress—

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

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

(2) **WATER RIGHTS.**—Any land taken into trust for the benefit of the Hualapai Tribe under paragraph (1)—

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

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

**SEC. 13. REALLOCATION OF CAP NIA PRIORITY WATER; FIRING; WATER DELIVERY CONTRACT; COLORADO RIVER ACCOUNTING.**

Effective date.

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

(b) **FIRMING.**—

Time period.

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

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

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

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

(c) HUALAPAI TRIBE WATER DELIVERY CONTRACT.—

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

(2) REQUIREMENTS.—The requirements referred to in paragraph (1) are the following:

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

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

(ii) take effect on the Enforceability Date; and

(iii) be without limit as to term.

Effective date.

(B) HUALAPAI TRIBE CAP WATER.—

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

(I) the Hualapai Water Project; or

(II) the CAP system.

(ii) METHOD OF DELIVERY.—The Secretary shall authorize the delivery of Hualapai Tribe CAP water under this subparagraph to be effected by the diversion and use of water directly from the Colorado River in the State.

(C) CONTRACTUAL DELIVERY.—The Secretary shall deliver the Hualapai Tribe CAP water to the Hualapai Tribe in accordance with the terms and conditions of the Hualapai Tribe water delivery contract.

(D) DISTRIBUTION OF CAP NIA PRIORITY WATER.—

(i) IN GENERAL.—Except as provided in clause (ii), if, for any year, the available CAP supply is insufficient to meet all demands under CAP contracts and CAP subcontracts for the delivery of CAP NIA priority water, the Secretary and the CAP operating agency shall prorate the available CAP NIA priority water among the CAP contractors and CAP subcontractors holding contractual entitlements to CAP NIA priority

water on the basis of the quantity of CAP NIA priority water used by each such CAP contractor and CAP subcontractor in the last year in which the available CAP supply was sufficient to fill all orders for CAP NIA priority water.

(ii) EXCEPTION.—

(I) IN GENERAL.—Notwithstanding clause (i), if the available CAP supply is insufficient to meet all demands under CAP contracts and CAP subcontracts for the delivery of CAP NIA priority water in the year following the year in which the Enforceability Date occurs, the Secretary shall assume that the Hualapai Tribe used the full volume of Hualapai Tribe CAP water in the last year in which the available CAP supply was sufficient to fill all orders for CAP NIA priority water.

(II) CONTINUATION.—The assumption described in subclause (I) shall continue until the available CAP supply is sufficient to meet all demands under CAP contracts and CAP subcontracts for the delivery of CAP NIA priority water.

(III) DETERMINATION.—The Secretary shall determine the quantity of CAP NIA priority water used by the Gila River Indian Community and the Tohono O’odham Nation in the last year in which the available CAP supply was sufficient to fill all orders for CAP NIA priority water in a manner consistent with the settlement agreements with those Tribes.

Effective date.

(E) LEASES AND EXCHANGES OF HUALAPAI TRIBE CAP WATER.—On and after the date on which the Hualapai Tribe water delivery contract becomes effective, the Hualapai Tribe may, with the approval of the Secretary, enter into contracts or options to lease, or contracts or options to exchange, the Hualapai Tribe CAP water within the lower basin in the State, and not in Navajo, Apache, or Cochise Counties, providing for the temporary delivery to other persons of any portion of Hualapai Tribe CAP water.

(F) TERM OF LEASES AND EXCHANGES.—

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

(ii) EXCHANGING.—Contracts or options 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 firing 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 exchange the Hualapai Tribe CAP water entered into by the Hualapai Tribe.

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

(ii) OBLIGATIONS OF UNITED STATES.—The United States shall not, in any capacity, have any trust or other obligation to monitor, administer, or account for, in any manner, any funds received by the Hualapai Tribe as consideration under any contract to lease, option to lease, contract to exchange, or option to exchange the Hualapai Tribe CAP water entered into by the Hualapai Tribe, except in a case in which the Hualapai Tribe deposits the proceeds of any lease, option to lease, contract to exchange, or option to exchange into an account held in trust for the Hualapai Tribe by the United States.

(J) WATER USE AND STORAGE.—

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

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

(I) used by the Hualapai Tribe; or

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

(iii) ASSIGNMENT.—The Hualapai Tribe, in accordance with State law, may assign any long-term storage credit accrued as a result of storage described in clause (ii), subject to the condition that the Hualapai Tribe shall not assign any long-term storage credit accrued as a result of the storage of Hualapai Tribe CAP water that has been firmed pursuant to subsection (b)(1).

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

(L) CAP FIXED OM&R CHARGES.—

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

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

(I) the Secretary, pursuant to section 403(f)(2)(A) of the Colorado River Basin Project Act (43 U.S.C. 1543(f)(2)(A)), subject to the condition that funds for that payment are available in the Lower Colorado River Basin Development Fund; and

(II) if the funds described in subclause (I) become unavailable, the Hualapai Tribe.

(M) CAP PUMPING ENERGY CHARGES.—

(i) IN GENERAL.—The CAP operating agency shall be paid the CAP pumping energy charges associated with the delivery of Hualapai Tribe CAP water only in cases in which the CAP system is used for the delivery of that water.

(ii) PAYMENT OF CHARGES.—Except for CAP water not delivered through the CAP system, which does not incur a CAP pumping energy charge, or water delivered to other persons as described in subparagraph (O), any applicable CAP pumping energy charges associated with the delivery of the Hualapai Tribe CAP water shall be paid by the Hualapai Tribe.

(N) WAIVER OF PROPERTY TAX EQUIVALENCY PAYMENTS.—No property tax or in-lieu property tax equivalency shall be due or payable by the Hualapai Tribe for the delivery of CAP water or for the storage of CAP water in an underground storage facility or groundwater savings facility.

(O) LESSEE RESPONSIBILITY FOR CHARGES.—

Requirement.

(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.

(Q) CALCULATION.—The charges for delivery of the Hualapai Tribe CAP water pursuant to the Hualapai Tribe water delivery contract shall be calculated in accordance with the CAP repayment stipulation.

(R) CAP REPAYMENT.—For purposes of determining the allocation and repayment of costs of any stages of the CAP system constructed after November 21, 2007, the costs associated with the delivery of the Hualapai Tribe CAP water, regardless of whether the Hualapai Tribe CAP water is delivered for use by the Hualapai Tribe or in accordance



with any lease, option to lease, exchange, or option to exchange providing for the delivery to other persons of the Hualapai Tribe CAP water, shall be—

(i) nonreimbursable; and

(ii) excluded from the repayment obligation of the Central Arizona Water Conservation District.

(S) NONREIMBURSABLE CAP CONSTRUCTION COSTS.—

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

(I) the costs shall be nonreimbursable; and

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

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

(I) for use by the Hualapai Tribe; or

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

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

**SEC. 14. ENFORCEABILITY DATE.**

(a) IN GENERAL.—Except as provided in subsection (d), the Hualapai Tribe water rights settlement agreement, including the waivers and releases of claims described in section 9, shall take effect and be fully enforceable on the date on which the Secretary publishes in the Federal Register a statement of findings that—

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

(A) the Hualapai Tribe water rights settlement agreement has been revised through an amendment to eliminate the conflict; and

(B) the revised Hualapai Tribe water rights settlement agreement, including any exhibits requiring execution by any party to the Hualapai Tribe water rights settlement agreement, has been executed by the required party;

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

(3) the abstracts referred to in subparagraphs 4.8.1.2, 4.8.2.1, and 4.8.2.2 of the Hualapai Tribe water rights settlement agreement have been completed by the Hualapai Tribe;

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

(5) the Gila River adjudication decree has been approved by the Gila River adjudication court substantially in the form of the judgment and decree attached to the Hualapai Tribe water rights settlement agreement as Exhibit 3.1.43, as amended to ensure consistency with this Act; and

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

(b) REPEAL ON FAILURE TO MEET ENFORCEABILITY DATE.—

Deadline.

Federal Register,  
publication.  
Statement.

(1) IN GENERAL.—Except as provided in paragraph (2), if the Secretary fails to publish in the Federal Register a statement of findings under subsection (a) by April 15, 2029, or such alternative later date as may be agreed to by the Hualapai Tribe, the Secretary, and the State—

(A) this Act is repealed;

(B) any action taken by the Secretary and any contract or agreement entered into pursuant to this Act shall be void; and

(C) any amounts appropriated under section 7, together with any investment earnings on those amounts, less any amounts expended under section 6(a)(4)(B), shall revert immediately to the general fund of the Treasury.

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

(c) RIGHT TO OFFSET.—If the Secretary has not published in the Federal Register the statement of findings under subsection (a) by April 15, 2029, or such alternative later date as may be agreed to by the Hualapai Tribe, the Secretary, and the State, the United States shall be entitled to offset any Federal amounts made available under section 6(a)(4)(B) that were used or authorized for any use under that section against any claim asserted by the Hualapai Tribe against the United States described in section 9(a)(2)(A).

(d) BILL WILLIAMS RIVER PHASE 2 ENFORCEABILITY DATE.—Notwithstanding any other provision of this Act, the Bill Williams River phase 2 water rights settlement agreement (including the waivers and releases described in section 9(d) of this Act and section 5 of the Bill Williams River phase 2 water rights settlement agreement) shall take effect and become enforceable among the parties to the Bill Williams River phase 2 water rights settlement agreement on the date on which all of the following conditions have occurred:

(1) The Hualapai Tribe water rights settlement agreement becomes enforceable pursuant to subsection (a).

(2) Freeport has submitted to the Arizona Department of Water Resources a conditional withdrawal of any objection to the Bill Williams River watershed instream flow applications pursuant to section 4.4(i) of the Bill Williams River phase 2 water rights settlement agreement, which withdrawal shall take effect on the Bill Williams River Phase 2 Enforceability Date described in this subsection.

(3) Not later than the Enforceability Date, the Arizona Department of Water Resources has issued an appealable, conditional decision and order for the Bill Williams River watershed instream flow applications pursuant to section 4.4(iii) of the Bill Williams River phase 2 water rights settlement agreement, which order shall become unconditional and effective on the Bill Williams River Phase 2 Enforceability Date described in this subsection.

(4) The conditional decision and order described in paragraph (3)—

(A) becomes final; and

(B) is not subject to any further appeal.

**SEC. 15. ADMINISTRATION.**

(a) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—

(1) WAIVER.—

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

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

(ii) subject to subparagraph (B), any claim by the United States or the Hualapai Tribe to sovereign immunity from the action is waived.

(B) LIMITATION.—A waiver under subparagraph (A)(ii)—

(i) shall only be for the limited and sole purpose of the interpretation or enforcement of—

(I) this Act;

(II) the Hualapai Tribe water rights settlement agreement, as ratified by this Act; or

(III) the Bill Williams River phase 2 water right settlement agreement, as ratified by this Act; and

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

(2) CIRCUMSTANCES DESCRIBED.—A circumstance referred to in paragraph (1)(A) is any of the following:

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

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of—

(I) this Act; or

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

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

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

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of—

(I) paragraph 10.0 of the Hualapai Tribe water rights settlement agreement;

(II) Exhibit 3.1.43 to the Hualapai Tribe water rights settlement agreement; or

(III) section 9; and

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

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

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of—

(I) this Act; or

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

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

(b) EFFECT ON CURRENT LAW.—Nothing in this section alters the law with respect to pre-enforcement review of Federal environmental or safety-related enforcement actions.

(c) BASIN GROUNDWATER WITHDRAWAL ESTIMATES.—

(1) GROUNDWATER WITHDRAWAL ESTIMATES.—

Deadline.

(A) IN GENERAL.—Not later than 1 year of the date of enactment of this Act, the Secretary, acting through the United States Geological Survey Water Use Program, shall issue an estimate for groundwater withdrawals in the Truxton Basin outside the boundaries of the Hualapai Reservation.

Determination.

(B) ANNUAL ESTIMATES.—Each year after publication of the initial estimate required by subparagraph (A), the Secretary, acting through the United States Geological Survey Water Use Program, shall issue an estimate for groundwater withdrawals in the Truxton Basin outside the boundaries of the Hualapai Reservation until such time as the Secretary, after consultation with the Hualapai Tribe, determines that annual estimates are not warranted.

(2) NOTICE TO THE STATE.—Based on the estimates under paragraph (1), the Secretary shall notify the State, in writing, if the total withdrawal of groundwater from the Truxton Basin outside the boundaries of the Hualapai Reservation exceeds the estimate prepared pursuant to that paragraph by 3,000 or more AFY, exclusive of any diversion or use of groundwater on Hualapai fee land and any land acquired by the Hualapai Tribe, including by a tribally owned corporation, in fee after the Enforceability Date.

(d) ANTIDEFICIENCY.—Notwithstanding any authorization of appropriations to carry out this Act, the United States shall not be liable for any failure of the United States to carry out any obligation or activity authorized by this Act (including all agreements or exhibits ratified or confirmed by this Act) if—

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

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

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

(1) receipt of any benefit under this Act;

(2) execution or performance of this Act; or

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

(f) EFFECT.—

(1) NO MODIFICATION OR PREEMPTION OF OTHER LAW.—Unless expressly provided in this Act, nothing in this Act modifies, conflicts with, preempts, or otherwise affects—

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

(B) the Boulder Canyon Project Adjustment Act (43 U.S.C. 618 et seq.);

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

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

(E) the Treaty between the United States of America and Mexico respecting utilization of waters of the Colorado and Tijuana Rivers and of the Rio Grande, signed at Washington February 3, 1944 (59 Stat. 1219);

(F) the Colorado River Compact;

(G) the Upper Colorado River Basin Compact;

(H) the Omnibus Public Land Management Act of 2009 (Public Law 111-11; 123 Stat. 991); or

(I) case law concerning water rights in the Colorado River system other than any case to enforce the Hualapai Tribe water rights settlement agreement or this Act.

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

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

(B) any other lawful authority.

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

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

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

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

Approved January 5, 2023.

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LEGISLATIVE HISTORY—S. 4104:

SENATE REPORTS: No. 117-287 (Comm. on Indian Affairs).

CONGRESSIONAL RECORD, Vol. 168 (2022):

Dec. 19, considered and passed Senate.

Dec. 21, 22, considered and passed House.

