

119TH CONGRESS  
1ST SESSION

# S. 689

To approve the settlement of the water right claims of the Tule River  
Tribe, and for other purposes.

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IN THE SENATE OF THE UNITED STATES

FEBRUARY 24, 2025

Mr. PADILLA (for himself and Mr. SCHIFF) introduced the following bill;  
which was read twice and referred to the Committee on Indian Affairs

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## A BILL

To approve the settlement of the water right claims of the  
Tule River Tribe, and for other purposes.

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

3       **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

4       (a) SHORT TITLE.—This Act may be cited as the  
5       “Tule River Tribe Reserved Water Rights Settlement Act  
6       of 2025”.

7       (b) TABLE OF CONTENTS.—The table of contents for  
8       this Act is as follows:

- Sec. 1. Short title; table of contents.
- Sec. 2. Purposes.
- Sec. 3. Definitions.
- Sec. 4. Ratification of 2007 Agreement.
- Sec. 5. Tribal Water Right.

Sec. 6. Tule River Tribe trust accounts.  
 Sec. 7. Funding.  
 Sec. 8. Transfer of land into trust.  
 Sec. 9. Satisfaction of claims.  
 Sec. 10. Waivers and releases of claims.  
 Sec. 11. Enforceability Date.  
 Sec. 12. Binding effect; judicial approval; enforceability.  
 Sec. 13. Miscellaneous provisions.  
 Sec. 14. Antideficiency.

1 **SEC. 2. PURPOSES.**

2 The purposes of this Act are—

3 (1) to achieve a fair, equitable, and final settle-  
 4 ment of claims to water rights in the State of Cali-  
 5 fornia for—

6 (A) the Tule River Tribe; and

7 (B) the United States, acting as trustee  
 8 for the Tribe;

9 (2) to authorize, ratify, and confirm the 2007  
 10 Agreement entered by the Tribe, the South Tule  
 11 Independent Ditch Company, and the Tule River As-  
 12 sociation, to the extent that the 2007 Agreement is  
 13 consistent with this Act;

14 (3) to authorize and direct the Secretary—

15 (A) to execute the 2007 Agreement, with  
 16 amendments to facilitate implementation and  
 17 approval of the 2007 Agreement; and

18 (B) to take any other actions necessary to  
 19 carry out the 2007 Agreement in accordance  
 20 with this Act;

1 (4) to authorize funds necessary for the imple-  
 2 mentation of the 2007 Agreement and this Act; and

3 (5) to authorize the transfer of certain lands to  
 4 the Tribe, to be held in trust.

5 **SEC. 3. DEFINITIONS.**

6 (a) IN GENERAL.—In this Act:

7 (1) 2007 AGREEMENT.—The term “2007  
 8 Agreement” means—

9 (A) the agreement dated November 21,  
 10 2007, as amended on April 22, 2009, between  
 11 the Tribe, the South Tule Independent Ditch  
 12 Company, and the Tule River Association, and  
 13 exhibits attached thereto; and

14 (B) any amendment to the Agreement re-  
 15 ferred to in subparagraph (A) (including an  
 16 amendment to any exhibit) that is executed in  
 17 accordance with section 4(a)(2).

18 (2) COURT.—The term “Court” means the  
 19 United States District Court for the Eastern Dis-  
 20 trict of California, unless otherwise specified herein.

21 (3) DIVERT; DIVERSION.—The terms “divert”  
 22 and “diversion” mean to remove water from its nat-  
 23 ural course or location by means of a ditch, canal,  
 24 flume, bypass, pipeline, conduit, well, pump, or other  
 25 structure or device, or act of a person.

1 (4) DOWNSTREAM WATER USERS.—The term  
 2 “Downstream Water Users” means—

3 (A) the Tule River Association and its suc-  
 4 cessors and assigns;

5 (B) the South Tule Independent Ditch  
 6 Company and its successors and assigns; and

7 (C) any and all other holders of water  
 8 rights in the South Fork Tule River Basin.

9 (5) ENFORCEABILITY DATE.—The term “En-  
 10 forceability Date” means the date described in sec-  
 11 tion 11.

12 (6) OM&R.—

13 (A) IN GENERAL.—The term “OM&R”  
 14 means operation, maintenance, and replace-  
 15 ment.

16 (B) INCLUSIONS.—The term “OM&R” in-  
 17 cludes—

18 (i) any recurring or ongoing activity  
 19 relating to the day-to-day operation of a  
 20 project;

21 (ii) any activity relating to scheduled  
 22 or unscheduled maintenance of a project;  
 23 and

24 (iii) any activity relating to repairing  
 25 or replacing a feature of a project.

1           (7) OPERATION RULES.—The term “Operation  
2 Rules” means the rules of operation for the Phase  
3 I Reservoir, as established in accordance with the  
4 2007 Agreement and this Act.

5           (8) PARTIES.—The term “Parties” means the  
6 signatories to the 2007 Agreement, including the  
7 Secretary.

8           (9) PHASE I RESERVOIR.—The term “Phase I  
9 Reservoir” means the reservoir described in either  
10 section 3.4.B.(1) or section 3.4.B.(2) of the 2007  
11 Agreement.

12           (10) RESERVATION; TULE RIVER RESERVA-  
13 TION.—The terms “Reservation” and “Tule River  
14 Reservation” mean the reservation of lands set aside  
15 for the Tribe by the Executive Orders of January 9,  
16 1873, October 3, 1873, and August 3, 1878, includ-  
17 ing lands added to the Reservation pursuant to sec-  
18 tion 8.

19           (11) SECRETARY.—The term “Secretary”  
20 means the Secretary of the Interior.

21           (12) SOUTH TULE INDEPENDENT DITCH COM-  
22 PANY.—The term “South Tule Independent Ditch  
23 Company” means the nonprofit mutual water com-  
24 pany incorporated in 1895 that has claims to owner-  
25 ship of water rights dating back to 1854, which pro-

vides water diverted from the South Fork of the Tule River to its shareholders on lands downstream from the Tule River Reservation.

(13) TRIBAL WATER RIGHT.—The term “Tribal Water Right” means the water rights ratified, confirmed, and declared to be valid for the benefit of the Tribe as set forth and described in the 2007 Agreement and this Act.

(14) TRIBE.—The term “Tribe” means the Tule River Indian Tribe of the Tule River Reservation, California, a federally recognized Indian Tribe.

(15) TRUST FUND.—The term “Trust Fund” means the Tule River Indian Tribe Settlement Trust Fund established under section 6(a).

(16) TULE RIVER ASSOCIATION.—

(A) IN GENERAL.—The term “Tule River Association” means the association formed by agreement in 1965, the members of which are representatives of all pre-1914 appropriative and certain riparian water right holders of the Tule River at and below the Richard L. Schafer Dam and Reservoir.

(B) INCLUSIONS.—The term “Tule River Association” includes the Pioneer Water Company, the Vandalia Irrigation District, the

1           Porterville Irrigation District, and the Lower  
2           Tule River Irrigation District.

3           (17) WATER DEVELOPMENT PROJECT.—The  
4           term “Water Development Project” means a project  
5           for domestic, commercial, municipal, and industrial  
6           water supply, including but not limited to water  
7           treatment, storage, and distribution infrastructure,  
8           to be constructed, in whole or in part, using monies  
9           from the Trust Fund.

10          (b) DEFINITIONS OF OTHER TERMS.—Any other  
11         term used in this Act but not defined in subsection (a)—

12                 (1) has the meaning given the term in the 2007  
13         Agreement; or

14                 (2) if no definition for the term is provided in  
15         the 2007 Agreement, shall be used in a manner con-  
16         sistent with its use in the 2007 Agreement.

17         **SEC. 4. RATIFICATION OF 2007 AGREEMENT.**

18           (a) RATIFICATION.—

19                 (1) IN GENERAL.—Except as modified by this  
20         Act and to the extent that the 2007 Agreement does  
21         not conflict with this Act, the 2007 Agreement is au-  
22         thorized, ratified, and confirmed.

23                 (2) AMENDMENTS.—

24                         (A) GENERAL AMENDMENTS.—If an  
25         amendment to the 2007 Agreement, or to any

1 exhibit attached to the 2007 Agreement requir-  
2 ing the signature of the Secretary, is executed  
3 in accordance with this Act to make the 2007  
4 Agreement consistent with this Act, the amend-  
5 ment is authorized, ratified, and confirmed.

6 (B) SPECIFIC AMENDMENTS.—

7 (i) SUBSTITUTE SITES.—If a sub-  
8 stitute site for the Phase I Reservoir is  
9 identified by the Tribe pursuant to section  
10 3.4.B.(2)(a) of the 2007 Agreement, then  
11 amendments related to the Operation  
12 Rules are authorized, ratified, and con-  
13 firmed, to the extent that such Amend-  
14 ments are consistent with the 2007 Agree-  
15 ment and this Act.

16 (ii) PRIORITY DATE.—Amendments  
17 agreed to by the Parties to establish that  
18 the priority date for the Tribal Water  
19 Right is no later than January 9, 1873, is  
20 authorized, ratified, and confirmed.

21 (iii) SENIOR WATER RIGHTS.—  
22 Amendments agreed to by the Parties to  
23 accommodate senior water rights of those  
24 Downstream Water Users described in sec-  
25 tion 3(a)(4)(C) are authorized, ratified,

1           and confirmed, to the extent that the  
2           Court finds any such Downstream Water  
3           Users possess senior water rights that can  
4           be accommodated only by amendment of  
5           the 2007 Agreement.

6           (iv) OTHER AMENDMENTS.—Other  
7           amendments agreed to by the Parties to  
8           facilitate implementation and approval of  
9           the 2007 Agreement are authorized, rati-  
10          fied, and confirmed, to the extent that  
11          such amendments are otherwise consistent  
12          with this Act and with other applicable  
13          law.

14       (b) EXECUTION.—

15           (1) IN GENERAL.—To the extent the 2007  
16          Agreement does not conflict with this Act, the Sec-  
17          retary shall execute the 2007 Agreement, in accord-  
18          ance with paragraph (2), including all exhibits to, or  
19          parts of, the 2007 Agreement requiring the signa-  
20          ture of the Secretary.

21           (2) TIMING.—The Secretary shall not execute  
22          the 2007 Agreement until—

23           (A) the Parties agree on amendments re-  
24          lated to the priority date for the Tribal Water  
25          Right; and

1 (B) either—

2 (i) the Tribe moves forward with the  
3 Phase I Reservoir described in section  
4 3.4.B.(1) of the 2007 Agreement; or

5 (ii) if the Tribe selects a substitute  
6 site pursuant to section 3.4.B.(2) of the  
7 2007 Agreement, either—

8 (I) the Parties agree on Oper-  
9 ation Rules; or

10 (II) the Secretary determines, in  
11 the discretion of the Secretary, that  
12 the Parties have reached an impasse  
13 in attempting to negotiate the Oper-  
14 ation Rules.

15 (3) MODIFICATIONS.—Nothing in this Act pro-  
16 hibits the Secretary, after execution of the 2007  
17 Agreement, from approving any modification to the  
18 2007 Agreement, including any exhibit to the 2007  
19 Agreement, that is consistent with this Act, to the  
20 extent that the modification does not otherwise re-  
21 quire congressional approval under section 2116 of  
22 the Revised Statutes (25 U.S.C. 177) or any other  
23 applicable provision of Federal law.

24 (c) ENVIRONMENTAL COMPLIANCE.—

1           (1) IN GENERAL.—In implementing the 2007  
2 Agreement and this Act, the Secretary shall comply  
3 with all applicable provisions of—

4                   (A) the Endangered Species Act of 1973  
5 (16 U.S.C. 1531 et seq.);

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

9                   (C) other applicable Federal environmental  
10 laws and regulations.

11           (2) COMPLIANCE.—

12                   (A) IN GENERAL.—In implementing the  
13 2007 Agreement and this Act, the Tribe shall  
14 prepare any necessary environmental docu-  
15 ments, consistent with all applicable provisions  
16 of—

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

19                           (ii) the National Environmental Policy  
20 Act of 1969 (42 U.S.C. 4321 et seq.), in-  
21 cluding the implementing regulations of  
22 that Act; and

23                           (iii) all other applicable Federal envi-  
24 ronmental laws and regulations.

1 (B) AUTHORIZATIONS.—The Secretary  
2 shall—

3 (i) independently evaluate the docu-  
4 mentation submitted under subparagraph  
5 (A); and

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

8 (3) EFFECT OF EXECUTION.—The execution of  
9 the 2007 Agreement by the Secretary under this sec-  
10 tion shall not constitute a major Federal action for  
11 purposes of the National Environmental Policy Act  
12 of 1969 (42 U.S.C. 4321 et seq.).

13 (4) COSTS.—Any costs associated with the per-  
14 formance of the compliance activities under this sub-  
15 section shall be paid from funds deposited in the  
16 Trust Fund, subject to the condition that any costs  
17 associated with the performance of Federal approval  
18 or other review of such compliance work or costs as-  
19 sociated with inherently Federal functions shall re-  
20 main the responsibility of the Secretary.

21 **SEC. 5. TRIBAL WATER RIGHT.**

22 (a) CONFIRMATION OF TRIBAL WATER RIGHT.—

23 (1) IN GENERAL.—The Tribal Water Right is  
24 ratified, confirmed, and declared valid.

1           (2) QUANTIFICATION.—The Tribal Water Right  
2 includes the right to divert and use or permit the di-  
3 version and use of up to 5,828 acre-feet per year of  
4 surface water from the South Fork Tule River, as  
5 described in the 2007 Agreement and as confirmed  
6 in the decree entered by the Court pursuant to sub-  
7 sections (b) and (c) of section 12.

8           (3) USE.—Any diversion, use, and place of use  
9 of the Tribal Water Right shall be subject to the  
10 terms and conditions of the 2007 Agreement and  
11 this Act.

12       (b) TRUST STATUS OF TRIBAL WATER RIGHT.—The  
13 Tribal Water Right—

14           (1) shall be held in trust by the United States  
15 for the use and benefit of the Tribe in accordance  
16 with this Act; and

17           (2) shall not be subject to loss through non-use,  
18 forfeiture, abandonment, or other operation of law.

19       (c) AUTHORITY OF THE TULE RIVER TRIBE.—

20           (1) IN GENERAL.—The Tule River Tribe shall  
21 have the authority to allocate and distribute the  
22 Tribal Water Right for use on the Reservation in ac-  
23 cordance with the 2007 Agreement, this Act, and  
24 applicable Federal law.

25       (d) ADMINISTRATION.—

1           (1) NO ALIENATION.—The Tribe shall not per-  
 2           manently alienate any portion of the Tribal Water  
 3           Right.

4           (2) PURCHASES OR GRANTS OF LAND FROM IN-  
 5           DIANS.—An authorization provided by this Act for  
 6           the allocation, distribution, leasing, or other ar-  
 7           rangement entered into pursuant to this Act shall be  
 8           considered to satisfy any requirement for authoriza-  
 9           tion of the action by treaty or convention imposed by  
 10          section 2116 of the Revised Statutes (25 U.S.C.  
 11          177).

12          (3) PROHIBITION ON FORFEITURE.—The non-  
 13          use of all or any portion of the Tribal Water Right  
 14          by any water user shall not result in the forfeiture,  
 15          abandonment, relinquishment, or other loss of all or  
 16          any portion of the Tribal Water Right.

17 **SEC. 6. TULE RIVER TRIBE TRUST ACCOUNTS.**

18          (a) ESTABLISHMENT.—The Secretary shall establish  
 19          a trust fund, to be known as the “Tule River Indian Tribe  
 20          Settlement Trust Fund”, to be managed, invested, and  
 21          distributed by the Secretary and to remain available until  
 22          expended, withdrawn, or reverted to the general fund of  
 23          the Treasury, consisting of the amounts deposited in the  
 24          Trust Fund under subsection (c), together with any inter-

1 est earned on those amounts, for the purpose of carrying  
 2 out this Act.

3 (b) ACCOUNTS.—The Secretary shall establish in the  
 4 Trust Fund the following Accounts:

5 (1) The Tule River Tribe Water Development  
 6 Projects Account.

7 (2) The Tule River Tribe OM&R Account.

8 (c) DEPOSITS.—The Secretary shall deposit—

9 (1) in the Tule River Tribe Water Development  
 10 Projects Account established under subsection  
 11 (b)(1), the amounts made available pursuant to sec-  
 12 tion 7(a)(1); and

13 (2) in the Tule River Tribe OM&R Account es-  
 14 tablished under subsection (b)(2), the amounts made  
 15 available pursuant to section 7(a)(2).

16 (d) MANAGEMENT AND INTEREST.—

17 (1) MANAGEMENT.—On receipt and deposit of  
 18 funds into the accounts in the Trust Fund pursuant  
 19 to subsection (c), the Secretary shall manage, invest,  
 20 and distribute all amounts in the Trust Fund in ac-  
 21 cordance with the investment authority of the Sec-  
 22 retary under—

23 (A) the first section of the Act of June 24,  
 24 1938 (52 Stat. 1037, chapter 648; 25 U.S.C.  
 25 162a);

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

4 (C) this section.

5 (2) INVESTMENT EARNINGS.—In addition to  
 6 the deposits under subsection (c), any investment  
 7 earnings, including interest, credited to amounts  
 8 held in the Trust Fund are authorized to be used in  
 9 accordance with subsections (e) and (h).

10 (e) AVAILABILITY OF AMOUNTS.—

11 (1) IN GENERAL.—Amounts appropriated to,  
 12 and deposited in, the Trust Fund, including any in-  
 13 vestment earnings, including interest, shall be made  
 14 available to the Tribe by the Secretary beginning on  
 15 the Enforceability Date and subject to the require-  
 16 ments set forth in this section, except for funds to  
 17 be made available to the Tribe pursuant to para-  
 18 graph (2).

19 (2) USE OF CERTAIN FUNDS.—Notwithstanding  
 20 paragraph (1), \$20,000,000 of the amounts depos-  
 21 ited in the Tule River Tribe Water Development  
 22 Projects Account shall be made available to conduct  
 23 technical studies and related investigations regarding  
 24 the Phase I Reservoir and to establish appropriate  
 25 Operation Rules.

1 (f) WITHDRAWALS.—

2 (1) WITHDRAWALS UNDER THE AMERICAN IN-  
3 DIAN TRUST FUND MANAGEMENT REFORM ACT OF  
4 1994.—

5 (A) IN GENERAL.—The Tribe may with-  
6 draw any portion of the amounts in the Trust  
7 Fund on approval by the Secretary of a Tribal  
8 management plan submitted by the Tribe in ac-  
9 cordance with the American Indian Trust Fund  
10 Management Reform Act of 1994 (25 U.S.C.  
11 4001 et seq.).

12 (B) REQUIREMENTS.—In addition to the  
13 requirements under the American Indian Trust  
14 Fund Management Reform Act of 1994 (25  
15 U.S.C. 4001 et seq.), the Tribal management  
16 plan under this paragraph shall require that the  
17 Tribe shall spend all amounts withdrawn from  
18 the Trust Fund, and any investment earnings  
19 accrued through the investments under the  
20 Tribal management plan, in accordance with  
21 this Act.

22 (C) ENFORCEMENT.—The Secretary may  
23 carry out such judicial and administrative ac-  
24 tions as the Secretary determines to be nec-  
25 essary to enforce the Tribal management plan

1 under this paragraph to ensure that amounts  
2 withdrawn by the Tribe from the Trust Fund  
3 under this paragraph are used in accordance  
4 with this Act.

5 (2) WITHDRAWALS UNDER EXPENDITURE  
6 PLAN.—

7 (A) IN GENERAL.—The Tribe may submit  
8 to the Secretary a request to withdraw amounts  
9 from the Trust Fund pursuant to an approved  
10 expenditure plan.

11 (B) REQUIREMENTS.—To be eligible to  
12 withdraw amounts under an expenditure plan  
13 under this paragraph, the Tribe shall submit to  
14 the Secretary an expenditure plan for any por-  
15 tion of the Trust Fund that the Tribe elects to  
16 withdraw pursuant to this subparagraph, sub-  
17 ject to the condition that the amounts shall be  
18 used for the purposes described in this Act.

19 (C) INCLUSIONS.—An expenditure plan  
20 under this paragraph shall include a description  
21 of the manner and purpose for which the  
22 amounts proposed to be withdrawn from the  
23 Trust Fund will be used by the Tribe in accord-  
24 ance with subsections (e) and (h).

1 (D) APPROVAL.—The Secretary shall ap-  
 2 prove an expenditure plan submitted under this  
 3 paragraph if the Secretary determines that the  
 4 plan—

5 (i) is reasonable; and

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

8 (E) ENFORCEMENT.—The Secretary may  
 9 carry out such judicial and administrative ac-  
 10 tions as the Secretary determines to be nec-  
 11 essary to enforce an expenditure plan to ensure  
 12 that amounts disbursed under this paragraph  
 13 are used in accordance with this Act.

14 (g) EFFECT OF SECTION.—Nothing in this section  
 15 gives the Tribe the right to judicial review of a determina-  
 16 tion of the Secretary relating to whether to approve a  
 17 Tribal management plan under subsection (f)(1) or an ex-  
 18 penditure plan under subsection (f)(2) except under sub-  
 19 chapter II of chapter 5, and chapter 7, of title 5, United  
 20 States Code (commonly known as the “Administrative  
 21 Procedure Act”).

22 (h) USES.—Amounts from the Trust Fund may only  
 23 be used by the Tribe for the following purposes:

24 (1) The Tule River Tribe Water Development  
 25 Projects Account may only be used to plan, design,

1       and construct Water Development Projects on the  
2       Tule River Reservation, and for the conduct of re-  
3       lated activities, including for environmental compli-  
4       ance in the development and construction of projects  
5       under this Act.

6               (2) The Tule River Tribe OM&R Account may  
7       only be used for the OM&R of Water Development  
8       Projects.

9       (i) LIABILITY.—The Secretary and the Secretary of  
10      the Treasury shall not be liable for the expenditure or in-  
11      vestment of any amounts withdrawn from the Trust Fund  
12      by the Tribe under paragraphs (1) and (2) of subsection  
13      (f).

14      (j) TITLE TO INFRASTRUCTURE.—Title to, control  
15      over, and operation of any project constructed using funds  
16      from the Trust Fund shall remain in the Tribe.

17      (k) OPERATION, MAINTENANCE, & REPLACEMENT.—  
18      All OM&R costs of any project constructed using funds  
19      from the Trust Fund shall be the responsibility of the  
20      Tribe.

21      (l) NO PER CAPITA DISTRIBUTIONS.—No portion of  
22      the Trust Fund shall be distributed on a per capita basis  
23      to any member of the Tribe.

24      (m) EXPENDITURE REPORT.—The Tule River Tribe  
25      shall annually submit to the Secretary an expenditure re-

1 port describing accomplishments and amounts spent from  
2 use of withdrawals under a Tribal management plan or  
3 an expenditure plan under this Act.

4 **SEC. 7. FUNDING.**

5 (a) FUNDING.—Out of any funds in the Treasury not  
6 otherwise appropriated, the Secretary of the Treasury  
7 shall transfer to the Secretary—

8 (1) for deposit in the Tule River Tribe Water  
9 Development Projects Account \$518,000,000, to be  
10 available until expended, withdrawn, or reverted to  
11 the general fund of the Treasury; and

12 (2) for deposit in the Tule River Tribe OM&R  
13 Account \$50,000,000, to be available until expended,  
14 withdrawn, or reverted to the general fund of the  
15 Treasury.

16 (b) FLUCTUATION IN COSTS.—

17 (1) IN GENERAL.—The amounts authorized to  
18 be appropriated under subsection (a) shall be in-  
19 creased or decreased, as appropriate, by such  
20 amounts as may be justified by reason of ordinary  
21 fluctuations in costs occurring after November 1,  
22 2020, as indicated by the Bureau of Reclamation  
23 Construction Cost Index—Composite Trend.

24 (2) CONSTRUCTION COSTS ADJUSTMENT.—The  
25 amounts authorized to be appropriated under sub-

1 section (a) shall be adjusted to address construction  
 2 cost changes necessary to account for unforeseen  
 3 market volatility that may not otherwise be captured  
 4 by engineering cost indices as determined by the  
 5 Secretary, including repricing applicable to the types  
 6 of construction and current industry standards in-  
 7 volved.

8 (3) REPETITION.—The adjustment process  
 9 under this subsection shall be repeated for each sub-  
 10 sequent amount appropriated until the amount au-  
 11 thorized, as adjusted, has been appropriated.

12 (4) PERIOD OF INDEXING.—The period of in-  
 13 dexing adjustment under this subsection for any in-  
 14 crement of funding shall end on the date on which  
 15 the funds are deposited into the Trust Fund.

16 **SEC. 8. TRANSFER OF LAND INTO TRUST.**

17 (a) TRANSFER OF LAND TO TRUST.—

18 (1) IN GENERAL.—Subject to valid existing  
 19 rights, and the requirements of this subsection, all  
 20 right, title, and interest of the United States in and  
 21 to the land described in paragraph (2) shall be held  
 22 in trust by the United States for the benefit of the  
 23 Tribe as part of the Reservation upon the Enforce-  
 24 ability Date, provided that the Tribal fee land de-  
 25 scribed in paragraph (2)(C)—

1 (A) is free from any liens, encumbrances,  
2 or other infirmities; and

3 (B) has no existing evidence of any haz-  
4 ardous substances or other environmental liabil-  
5 ity.

6 (2) LANDS TO BE HELD IN TRUST.—The land  
7 referred to in paragraph (1) is the following:

8 (A) BUREAU OF LAND MANAGEMENT  
9 LANDS.—

10 (i) Approximately 26.15 acres of land  
11 located in T. 22 S., R. 29 E., sec. 35, Lot  
12 9.

13 (ii) Approximately 85.50 acres of land  
14 located in T. 22 S., R. 29 E., sec. 35, Lots  
15 6 and 7.

16 (iii) Approximately 38.77 acres of  
17 land located in—

18 (I) T. 22 S., R. 30 E., sec. 30,  
19 Lot 1; and

20 (II) T. 22 S., R. 30 E., sec. 31,  
21 Lots 6 and 7.

22 (iv) Approximately 154.9 acres of land  
23 located in T. 22 S., R. 30 E., sec. 34,  
24 N<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, Lots 2 and 3.

1 (v) Approximately 40.00 acres of land  
 2 located in T. 22 S., R. 30 E., sec. 34,  
 3 NE $\frac{1}{4}$ SE $\frac{1}{4}$ .

4 (vi) Approximately 375.17 acres of  
 5 land located in—

6 (I) T. 22 S., R. 30 E., sec. 35,  
 7 S $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , and SE $\frac{1}{4}$ SE $\frac{1}{4}$ ,  
 8 Lots 3, 4, and 6; and

9 (II) T. 23 S., R. 30 E., sec. 2,  
 10 S $\frac{1}{2}$ NE $\frac{1}{4}$ , Lots 6 and 7.

11 (vii) Approximately 60.43 acres of  
 12 land located in—

13 (I) T. 22 S., R. 30 E., sec. 35,  
 14 SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; and

15 (II) T. 23 S., R. 30 E., sec. 2,  
 16 Lot 9.

17 (viii) Approximately 15.48 acres of  
 18 land located in T. 21 S., R. 30 E., sec. 31  
 19 in that portion of the NW $\frac{1}{4}$  lying between  
 20 Lots 8 and 9.

21 (ix) Approximately 29.26 acres of  
 22 land located in T. 21 S., R. 30 E., sec. 31,  
 23 Lot 7.

24 (B) FOREST SERVICE LANDS.—Approximately 9,037 acres of land comprising the head-  
 25

1 waters area of the South Fork Tule River wa-  
2 tershed located east of and adjacent to the Tule  
3 River Indian Reservation, and more particularly  
4 described as follows:

5 (i) Commencing at the northeast cor-  
6 ner of the Tule River Indian Reservation  
7 in T. 21 S., R. 31 E., sec. 16, Mount Dia-  
8 blo Base and Meridian, running thence  
9 east and then southeast along the ridge of  
10 mountains dividing the waters of the South  
11 Fork of the Tule River and Middle Fork of  
12 the Tule River, continuing south and then  
13 southwest along the ridge of mountains di-  
14 viding the waters of the South Fork of the  
15 Tule River and the Upper Kern River until  
16 intersecting with the southeast corner of  
17 the Tule River Indian Reservation in T. 22  
18 S., R. 31 E., sec. 28, thence from such  
19 point north along the eastern boundary of  
20 the Tule River Indian Reservation to the  
21 place of beginning.

22 (ii) The area encompassing—

23 (I) all of secs. 22, 23, 26, 27, 34,  
24 35, and portions of secs. 13, 14, 15,

1 16, 21, 24, 25, 28, 33, and 36, in T.  
 2 21 S., R. 31 E.; and

3 (II) all of secs. 3 and 10, and  
 4 portions of secs. 1, 2, 4, 9, 11, 14, 15,  
 5 16, 21, 22, 27, and 28, in T. 22 S.,  
 6 R. 31 E.

7 (C) TRIBALLY OWNED FEE LANDS.—

8 (i) Approximately 300 acres of land  
 9 known as the McCarthy Ranch and more  
 10 particularly described as follows:

11 (I) The SW<sup>1</sup>/<sub>4</sub> and that portion  
 12 of the SE<sup>1</sup>/<sub>4</sub> of sec. 9 in T. 22 S., R.  
 13 29 E., Mount Diablo Base and Merid-  
 14 ian, in the County of Tulare, State of  
 15 California, according to the official  
 16 plat thereof, lying south and west of  
 17 the center line of the South Fork of  
 18 the Tule River, as such river existed  
 19 on June 9, 1886, in the County of  
 20 Tulare, State of California; excepting  
 21 therefrom an undivided one-half inter-  
 22 est in and to the oil, gas, minerals,  
 23 and other hydrocarbon substances in,  
 24 on, or under such land, as reserved by  
 25 Alice King Henderson, a single

1 woman, by Deed dated January 22,  
2 1959, and Recorded February 18,  
3 1959, in Book 2106, page 241, Tulare  
4 County Official Records.

5 (II) An easement over and across  
6 that portion of the SW<sup>1</sup>/<sub>4</sub> of sec. 10 in  
7 T. 22 S., R. 29 E., Mount Diablo  
8 Base and Meridian, County of Tulare,  
9 State of California, more particularly  
10 described as follows:

11 (aa) Beginning at the inter-  
12 section of the west line of the  
13 SW<sup>1</sup>/<sub>4</sub> of sec. 10, and the south  
14 bank of the South Tule Inde-  
15 pendent Ditch; thence south 20  
16 rods; thence in an easterly direc-  
17 tion, parallel with such ditch, 80  
18 rods; thence north 20 rods,  
19 thence westerly along the south  
20 bank of such ditch 80 rods to the  
21 point of beginning; for the pur-  
22 pose of—

23 (AA) maintaining  
24 thereon an irrigation ditch  
25 between the headgate of the

1 King Ditch situated on such  
2 land and the SW<sup>1</sup>/<sub>4</sub> and that  
3 portion of the SE<sup>1</sup>/<sub>4</sub> of sec.  
4 9 in T. 22 S., R. 29 E.,  
5 lying south and west of the  
6 centerline of the South Fork  
7 of the Tule River, as such  
8 river existed on June 9,  
9 1886, in the County of  
10 Tulare, State of California;  
11 and

12 (BB) conveying there-  
13 through water from the  
14 South Fork of the Tule  
15 River to the SW<sup>1</sup>/<sub>4</sub> and that  
16 portion of the SE<sup>1</sup>/<sub>4</sub> of sec.  
17 9 in T. 22 S., R. 29 E.,  
18 lying south and west of the  
19 centerline of the South Fork  
20 of the Tule River, as such  
21 river existed on June 9,  
22 1886.

23 (bb) The easement described  
24 in item (aa) shall follow the exist-  
25 ing route of the King Ditch.

1 (ii) Approximately 640 acres of land  
2 known as the Pierson/Diaz property in T.  
3 22 S., R. 29 E., sec. 16, Mount Diablo  
4 Base and Meridian, in the County of  
5 Tulare, State of California, according to  
6 the official plat thereof.

7 (iii) Approximately 375.44 acres of  
8 land known as the Hyder property and  
9 more particularly described as follows:

10 (I) That portion of the S $\frac{1}{2}$  of  
11 sec. 12 in T. 22 S., R. 28 E., Mount  
12 Diablo Base and Meridian, in the  
13 County of Tulare, State of California,  
14 according to the official plat thereof,  
15 lying south of the County Road known  
16 as Reservation Road, excepting there-  
17 from an undivided one-half interest in  
18 all oil, gas, minerals, and other hydro-  
19 carbon substances as reserved in the  
20 deed from California Lands, Inc., to  
21 Lovell J. Wilson and Genevieve P.  
22 Wilson, recorded February 17, 1940,  
23 in book 888, page 116, Tulare County  
24 Official Records.

1 (II) The NW<sup>1</sup>/<sub>4</sub> of sec. 13 in T.  
2 22 S., R. 28 E., Mount Diablo Base  
3 and Meridian, in the County of  
4 Tulare, State of California, according  
5 to the official plat thereof, excepting  
6 therefrom the south 1200 feet thereof.

7 (III) The south 1200 feet of the  
8 NW<sup>1</sup>/<sub>4</sub> of sec. 13 in T. 22 S., R. 28  
9 E., Mount Diablo Base and Meridian,  
10 in the County of Tulare, State of Cali-  
11 fornia, according to the official plat  
12 thereof.

13 (iv) Approximately 157.22 acres of  
14 land situated in the unincorporated area of  
15 the County of Tulare, State of California,  
16 known as the Trailor property, and more  
17 particularly described as follows: The  
18 SW<sup>1</sup>/<sub>4</sub> of sec. 11 in T. 22 S., R. 28 E.,  
19 Mount Diablo Base and Meridian, in the  
20 unincorporated area of the County of  
21 Tulare, State of California, according to  
22 the official plat thereof.

23 (v) Approximately 89.45 acres of land  
24 known as the Tomato Patch in that por-  
25 tion of the SE<sup>1</sup>/<sub>4</sub> of sec. 11 in T. 22 S., R.

28 E., Mount Diablo Base and Meridian,  
 in the County of Tulare, State of Cali-  
 fornia, according to the Official Plat of the  
 survey of such land on file in the Bureau  
 of Land Management at the date of the  
 issuance of the patent thereof, and more  
 particularly described as follows: Beginning  
 at the southeast corner of T. 22 S., R. 28  
 E., sec. 11, thence north and along the  
 east line of such sec. 11, 1342 feet, thence  
 south  $83^{\circ} 44'$  west 258 feet, thence north  
 $84^{\circ} 30'$  west 456 feet, thence north  $65^{\circ}$   
 $28'$  west 800 feet, thence north  $68^{\circ} 44'$   
 west 295 feet, thence south  $71^{\circ} 40'$  west  
 700 feet, thence south  $56^{\circ} 41'$  west 240  
 feet to the west line of the  $SE\frac{1}{4}$  of such  
 sec. 11, thence south  $0^{\circ} 21'$  west along  
 such west line of the  $SE\frac{1}{4}$  of sec. 11,  
 thence west 1427 feet to the southwest  
 corner of such  $SE\frac{1}{4}$  of sec. 11, thence  
 south  $89^{\circ} 34'$  east 2657.0 feet to the point  
 of beginning, excepting therefrom—

(I) a strip of land 25 feet in  
 width along the northerly and east  
 sides and used as a County Road; and

1 (II) an undivided one-half inter-  
2 est in all oil, gas, and minerals in and  
3 under such lands, as reserved in the  
4 Deed from Bank of America, a cor-  
5 poration, dated August 14, 1935, filed  
6 for record August 28, 1935, Fee Book  
7 11904.

8 (vi) Approximately 160 acres of land  
9 known as the Smith Mill in the NW<sup>1</sup>/<sub>4</sub> of  
10 the NE<sup>1</sup>/<sub>4</sub>, the N<sup>1</sup>/<sub>2</sub> of the NW<sup>1</sup>/<sub>4</sub>, and the  
11 SE<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub> of sec. 20 in T. 21 S.,  
12 R. 31 E., Mount Diablo Base and Merid-  
13 ian, in the County of Tulare, State of Cali-  
14 fornia, according to the official plat there-  
15 of.

16 (vii) Approximately 35 acres of land  
17 located within the exterior boundaries of  
18 the Tule River Reservation known as the  
19 Highway 190 parcel, with the legal de-  
20 scription as follows: That portion of T. 21  
21 S., R. 29 E., sec. 19, Mount Diablo Base  
22 and Meridian, in the County of Tulare,  
23 State of California, according to the offi-  
24 cial plat thereof, and more particularly de-  
25 scribed as follows: Commencing at a point

1 in the south line of the N $\frac{1}{2}$  of the S $\frac{1}{2}$  of  
 2 such sec. 19, such point being south 89°  
 3 54' 47" east, 1500.00 feet of the south-  
 4 west corner of such N $\frac{1}{2}$ , thence north 52°  
 5 41' 17" east, 1602.80 feet to the true  
 6 point of beginning of the parcel to be de-  
 7 scribed, thence north 32° 02' 00" west,  
 8 1619.53 feet to a point in the southeast-  
 9 erly line of State Highway 190 per deeds  
 10 recorded May 5, 1958, in Book 2053,  
 11 pages 608 and 613, Tulare County Official  
 12 Records, thence north 57° 58' 00" east,  
 13 232.29 feet, thence north 66° 33' 24" east,  
 14 667.51 fee, thence departing the southeast-  
 15 erly line of such Highway 190, south 44°  
 16 53' 27" east, 913.62 feet, thence south 85°  
 17 53' 27" east, 794.53 feet, thence south 52°  
 18 41' 17" west, 1744.64 feet to the true  
 19 point of beginning.

20 (viii) Approximately 61.91 acres of  
 21 land located within the exterior boundaries  
 22 of the Tule River Reservation known as  
 23 the Shan King property, with the legal de-  
 24 scription as follows:

1 (I) Parcel 1: Parcel No. 1 of par-  
 2 cel map no. 4028 in the County of  
 3 Tulare, State of California, as per the  
 4 map recorded in Book 41, page 32 of  
 5 Tulare County Records.

6 (II)(aa) Parcel 2: That portion of  
 7 T. 21 S., R. 29 E., sec. 19, Mount  
 8 Diablo Base and Meridian, in the  
 9 County of Tulare, State of California,  
 10 described as follows: Commencing at a  
 11 point in the south line of the N $\frac{1}{2}$  of  
 12 the S $\frac{1}{2}$  of such sec. 19, such point  
 13 being south 89° 54' 58" east, 1500.00  
 14 feet of the southwest corner of such  
 15 N $\frac{1}{2}$ , thence north 52° 41' 06" east,  
 16 1602.80 feet to the southwesterly cor-  
 17 ner of the 40.00 acre parcel shown on  
 18 the Record of Survey recorded in  
 19 Book 18, page 17, of Licensed Sur-  
 20 veys, Tulare County Records, thence,  
 21 north 32° 01' 28" west, 542.04 feet  
 22 along the southwesterly line of such  
 23 40.00 acre parcel to the true point of  
 24 beginning of the parcel to be de-  
 25 scribed, thence, continuing north 32°

1 01' 28" west, 1075.50 feet to the  
 2 northwesterly corner of such 40.00  
 3 acre parcel, thence north 57° 58' 50"  
 4 east, 232.31 feet along the southeast-  
 5 erly line of State Highway 190,  
 6 thence north 66° 34' 12" east, 6.85  
 7 feet, thence, departing the southeast-  
 8 erly line of State Highway 190 south  
 9 29° 27' 29" east, 884.73 feet, thence  
 10 south 02° 59' 33" east, 218.00 feet,  
 11 thence south 57° 58' 31" west, 93.67  
 12 feet to the true point of beginning.

13 (bb) The property described in  
 14 item (aa) is subject to a 100 foot min-  
 15 imum building setback from the right-  
 16 of-way of Highway 190.

17 (III) Parcel 3: That portion of T.  
 18 21 S., R. 29 E., sec. 19, Mount Dia-  
 19 blo Base and Meridian, County of  
 20 Tulare, State of California, described  
 21 as follows: Beginning at a point in the  
 22 south line of the N½ of the S½ of  
 23 such sec. 19, such point being south  
 24 89° 54' 47" east, 1500.00 feet of the  
 25 southwest corner of such N½, thence

1 north 7° 49' 19" east, 1205.00 feet,  
 2 thence north 40° 00' 00" west,  
 3 850.00 feet to a point in the south-  
 4 easterly line of State Highway 190,  
 5 per deeds recorded May 5, 1958, in  
 6 Book 2053, pages 608 and 613,  
 7 Tulare County Official Records,  
 8 thence, north 57° 58' 00" east,  
 9 941.46 feet, along the southeasterly  
 10 line of such Highway 190, thence de-  
 11 parting the southeasterly line of such  
 12 Highway 190, south 32° 02' 00" east,  
 13 1619.53 feet, thence south 52° 41'  
 14 17" west, 1602.80 feet to the point of  
 15 beginning, together with a three-quar-  
 16 ters ( $\frac{3}{4}$ ) interest in a water system,  
 17 as set forth in that certain water sys-  
 18 tem and maintenance agreement re-  
 19 corded April 15, 2005, as document  
 20 no. 2005-0039177.

21 (ix) Approximately 18.44 acres of  
 22 land located within the exterior boundaries  
 23 of the Tule River Reservation known as  
 24 the Parking Lot 4 parcel with the legal de-  
 25 scription as follows: That portion of the

1 land described in that Grant Deed to Tule  
2 River Indian Tribe, recorded June 1, 2010,  
3 as document number 2010-0032879,  
4 Tulare County Official Records, lying with-  
5 in the following described parcel: beginning  
6 at a point on the east line of the NW $\frac{1}{4}$  of  
7 sec. 3 in T. 22 S., R. 28 E., Mount Diablo  
8 Meridian, lying south 0° 49' 43" west,  
9 1670.53 feet from the N $\frac{1}{4}$  corner of such  
10 sec. 3, thence (1) south 89° 10' 17" east,  
11 46.50 feet; thence (2) north 0° 49' 43"  
12 east, 84.08 feet; thence (3) north 33° 00'  
13 00" west, 76.67 feet to the south line of  
14 State Route 190 as described in that  
15 Grant Deed to the State of California, re-  
16 corded February 14, 1958, in Volume  
17 2038, page 562, Tulare County Official  
18 Records; thence (4) north 0° 22' 28" east,  
19 73.59 feet to the north line of the SE $\frac{1}{4}$  of  
20 the NW $\frac{1}{4}$  of such sec. 3; thence (5) south  
21 89° 37' 32" east, along such north line,  
22 89.77 feet to the center-north sixteenth  
23 corner of such sec. 3; thence (6) south 0°  
24 49' 43" west, along such east line of the  
25 NW $\frac{1}{4}$  of such sec. 3, a distance of 222.06

feet to the point of beginning. Containing 0.08 acres, more or less, in addition to that portion lying within Road 284. Together with the underlying fee interest, if any, contiguous to the above-described property in and to Road 284. This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to such freeway. Reserving however, unto grantor, grantor's successors or assigns, the right of access to the freeway over and across Courses (1) and (2) herein above described. The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 4. Divide distances by 0.999971 to convert to ground distances.

(b) TERMS AND CONDITIONS.—

(1) EXISTING AUTHORIZATIONS.—Any Federal land transferred under this section shall be conveyed and taken into trust subject to valid existing rights, contracts, leases, permits, and rights-of-way, unless

1 the holder of the right, contract, lease, permit, or  
2 right-of-way requests an earlier termination in ac-  
3 cordance with existing law. The Bureau of Indian  
4 Affairs shall assume all benefits and obligations of  
5 the previous land management agency under such  
6 existing rights, contracts, leases, permits, or rights-  
7 of-way, and shall disburse to the Tribe any amounts  
8 that accrue to the United States from such rights,  
9 contracts, leases, permits, or rights-of-ways after the  
10 date of transfer from any sale, bonus, royalty, or  
11 rental relating to that land in the same manner as  
12 amounts received from other land held by the Sec-  
13 retary in trust for the Tribe.

14 (2) IMPROVEMENTS.—Any improvements con-  
15 stituting personal property, as defined by State law,  
16 belonging to the holder of a right, contract, lease,  
17 permit, or right-of-way on lands transferred under  
18 this section shall remain the property of the holder  
19 and shall be removed not later than 90 days after  
20 the date on which the right, contract, lease, permit,  
21 or right-of-way expires, unless the Tribe and the  
22 holder agree otherwise. Any such property remaining  
23 beyond the 90-day period shall become the property  
24 of the Tribe and shall be subject to removal and dis-  
25 position at the Tribe's discretion. The holder shall

1 be liable for the costs the Tribe incurs in removing  
2 and disposing of the property.

3 (c) WITHDRAWAL OF FEDERAL LANDS.—

4 (1) IN GENERAL.—Subject to valid existing  
5 rights, effective on the date of enactment of this Act,  
6 all Federal lands within the parcels described in sub-  
7 section (a)(2) are withdrawn from all forms of—

8 (A) entry, appropriation, or disposal under  
9 the public land laws;

10 (B) location, entry, and patent under the  
11 mining laws; and

12 (C) disposition under all laws pertaining to  
13 mineral and geothermal leasing or mineral ma-  
14 terials.

15 (2) EXPIRATION.—The withdrawals pursuant to  
16 paragraph (1) shall terminate on the date that the  
17 Secretary takes the lands into trust for the benefit  
18 of the Tribe pursuant to subsection (a)(1).

19 (d) TECHNICAL CORRECTIONS.—Notwithstanding  
20 the descriptions of the parcels of land in subsection (a)(2),  
21 the United States may, with the consent of the Tribe,  
22 make technical corrections to the legal land descriptions  
23 to more specifically identify the parcels to be exchanged.

24 (e) SURVEY.—

1           (1) IN GENERAL.—Unless the United States or  
2           the Tribe requests an additional survey for the  
3           transferred land or a technical correction is made  
4           under subsection (d), the description of land under  
5           this section shall be controlling.

6           (2) SURVEY CONTROLS.—If the United States  
7           or the Tribe requests an additional survey, that sur-  
8           vey shall control the total acreage to be transferred  
9           into trust under this section.

10          (3) ASSISTANCE.—The Secretary or the Sec-  
11          retary of Agriculture shall provide such assistance as  
12          may be appropriate—

13                (A) to conduct additional surveys of the  
14                transferred land; and

15                (B) to satisfy administrative requirements  
16                necessary to accomplish the land transfers  
17                under this section.

18          (f) DATE OF TRANSFER.—The Secretary shall issue  
19          trust deeds for all land transfers under this section by not  
20          later than 10 years after the Enforceability Date.

21          (g) RESTRICTION ON GAMING.—Lands taken into  
22          trust pursuant to this section shall not be considered to  
23          have been taken into trust for, nor eligible for, class II  
24          gaming or class III gaming (as those terms are defined

1 in section 4 of the Indian Gaming Regulatory Act (25  
2 U.S.C. 2703)).

3 (h) STATUS OF WATER RIGHTS ON TRANSFERRED  
4 LANDS.—Any water rights associated with lands trans-  
5 ferred pursuant to subparagraphs (A) through (C) of sub-  
6 section (a)(2) shall be held in trust for the Tribe but shall  
7 not be included in the Tribal Water Right.

8 **SEC. 9. SATISFACTION OF CLAIMS.**

9 The benefits provided under this Act shall be in com-  
10 plete replacement of, complete substitution for, and full  
11 satisfaction of any claim of the Tribe against the United  
12 States that is waived and released by the Tribe under sec-  
13 tion 10(a).

14 **SEC. 10. WAIVERS AND RELEASES OF CLAIMS.**

15 (a) IN GENERAL.—

16 (1) WAIVERS AND RELEASES OF CLAIMS BY  
17 THE TRIBE AND THE UNITED STATES AS TRUSTEE  
18 FOR THE TRIBE.—Subject to the reservation of  
19 rights and retention of claims set forth in subsection  
20 (c), as consideration for recognition of the Tribe's  
21 Tribal Water Right and other benefits described in  
22 the 2007 Agreement and this Act, the Tribe and the  
23 United States, acting as trustee for the Tribe, shall  
24 execute a waiver and release of all claims for the fol-  
25 lowing:

1 (A) All claims for water rights within the  
2 State of California based on any and all legal  
3 theories that the Tribe or the United States  
4 acting as trustee for the Tribe, asserted or  
5 could have asserted in any proceeding, including  
6 a general stream adjudication, on or before the  
7 Enforceability Date, except to the extent that  
8 such rights are recognized in the 2007 Agree-  
9 ment and this Act.

10 (B) All claims for damages, losses, or inju-  
11 ries to water rights or claims of interference  
12 with, diversion, or taking of water rights (in-  
13 cluding claims for injury to lands resulting from  
14 such damages, losses, injuries, interference  
15 with, diversion, or taking of water rights) with-  
16 in California against the State, or any person,  
17 entity, corporation, or municipality, that ac-  
18 crued at any time up to and including the En-  
19 forceability Date.

20 (2) WAIVER AND RELEASE OF CLAIMS BY THE  
21 TRIBE AGAINST THE UNITED STATES.—Subject to  
22 the reservation of rights and retention of claims  
23 under subsection (c), the Tribe shall execute a waiv-  
24 er and release of all claims against the United  
25 States (including any agency or employee of the

1 United States) for water rights within the State of  
2 California first arising before the Enforceability  
3 Date relating to—

4 (A) water rights within the State of Cali-  
5 fornia that the United States, acting as trustee  
6 for the Tribe, asserted or could have asserted in  
7 any proceeding, including a general stream ad-  
8 judication, except to the extent that such rights  
9 are recognized as part of the Tribal Water  
10 Right under this Act;

11 (B) foregone benefits from nontribal use of  
12 water, on and off the Reservation (including  
13 water from all sources and for all uses);

14 (C) damage, loss, or injury to water, water  
15 rights, land, or natural resources due to loss of  
16 water or water rights (including damages,  
17 losses, or injuries to hunting, fishing, gathering,  
18 or cultural rights, due to loss of water or water  
19 rights, claims relating to interference with, di-  
20 version, or taking of water, or claims relating to  
21 a failure to protect, acquire, replace, or develop  
22 water, water rights, or water infrastructure)  
23 within the State of California;

1 (D) a failure to establish or provide a mu-  
2 nicipal rural or industrial water delivery system  
3 on the Reservation;

4 (E) damage, loss, or injury to water, water  
5 rights, land, or natural resources due to con-  
6 struction, operation, and management of irriga-  
7 tion projects on the Reservation and other Fed-  
8 eral land and facilities (including damages,  
9 losses, or injuries to fish habitat, wildlife, and  
10 wildlife habitat);

11 (F) failure to provide for operation, main-  
12 tenance, or deferred maintenance for any irriga-  
13 tion system or irrigation project;

14 (G) failure to provide a dam safety im-  
15 provement to a dam on the Reservation;

16 (H) the litigation of claims relating to any  
17 water rights of the Tribe within the State of  
18 California;

19 (I) the negotiation, execution, or adoption  
20 of the 2007 Agreement (including exhibits A-  
21 F) and this Act;

22 (J) the negotiation, execution, or adoption  
23 of operational rules referred to in article 3.4 of  
24 the 2007 Agreement in connection with any res-  
25 ervoir locations, including any claims related to

1 the resolution of operational rules pursuant to  
2 the dispute resolution processes set forth in the  
3 article 8 of the 2007 Agreement, including  
4 claims arising after the Enforceability Date;  
5 and

6 (K) claims related to the creation or reduc-  
7 tion of the Reservation, including any claims re-  
8 lating to the failure to ratify any treaties and  
9 any claims that any particular lands were in-  
10 tended to be set aside as a permanent homeland  
11 for the Tribe but were not included as part of  
12 the present Reservation.

13 (b) EFFECTIVENESS.—The waivers and releases  
14 under subsection (a) shall take effect on the Enforceability  
15 Date.

16 (c) RESERVATION OF RIGHTS AND RETENTION OF  
17 CLAIMS.—Notwithstanding the waivers and releases under  
18 subsection (a), the Tribe and the United States, acting  
19 as trustee for the Tribe, shall retain—

20 (1) all claims relating to the enforcement of, or  
21 claims accruing after the Enforceability Date relat-  
22 ing to water rights recognized under the 2007  
23 Agreement, any final court decree entered in the  
24 Federal District Court for the Eastern District of  
25 California, or this Act;

1           (2) all claims relating to the right to use and  
2           protect water rights acquired after the date of enact-  
3           ment of this Act;

4           (3) claims regarding the quality of water  
5           under—

6                   (A) the Comprehensive Environmental Re-  
7                   sponse, Compensation, and Liability Act of  
8                   1980 (42 U.S.C. 9601 et seq.), including claims  
9                   for damages to natural resources;

10                   (B) the Safe Drinking Water Act (42  
11                   U.S.C. 300f et seq.);

12                   (C) the Federal Water Pollution Control  
13                   Act (33 U.S.C. 1251 et seq.) (commonly re-  
14                   ferred to as the “Clean Water Act”); and

15                   (D) any regulations implementing the Acts  
16                   described in subparagraphs (A) through (C);

17           (4) all claims for damage, loss, or injury to land  
18           or natural resources that are not due to loss of  
19           water or water rights, including hunting, fishing,  
20           gathering, or cultural rights; and

21           (5) all rights, remedies, privileges, immunities,  
22           and powers not specifically waived and released pur-  
23           suant to this Act or the 2007 Agreement.

24           (d) EFFECT OF 2007 AGREEMENT AND ACT.—Noth-  
25           ing in the 2007 Agreement or this Act—

1           (1) affects the authority of the Tribe to enforce  
 2           the laws of the Tribe, including with respect to envi-  
 3           ronmental protections or reduces or extends the sov-  
 4           ereignty (including civil and criminal jurisdiction) of  
 5           any government entity;

6           (2) affects the ability of the United States, act-  
 7           ing as sovereign, to carry out any activity authorized  
 8           by law, including—

9                   (A) the Comprehensive Environmental Re-  
 10                  sponse, Compensation, and Liability Act of  
 11                  1980 (42 U.S.C. 9601 et seq.);

12                  (B) the Safe Drinking Water Act (42  
 13                  U.S.C. 300f et seq.);

14                  (C) the Federal Water Pollution Control  
 15                  Act (33 U.S.C. 1251 et seq.);

16                  (D) the Solid Waste Disposal Act (42  
 17                  U.S.C. 6901 et seq.); and

18                  (E) any regulations implementing the Acts  
 19                  described in subparagraphs (A) through (D);

20           (3) affects the ability of the United States to  
 21           act as trustee for any other Indian Tribe or an  
 22           allottee of any other Indian Tribe;

23           (4) confers jurisdiction on any State court—

24                   (A) to interpret Federal law relating to  
 25                  health, safety, or the environment;

1 (B) to determine the duties of the United  
2 States or any other party under Federal law re-  
3 garding health, safety, or the environment;

4 (C) to conduct judicial review of any Fed-  
5 eral agency action; or

6 (D) to interpret Tribal law; or

7 (5) waives any claim of a member of the Tribe  
8 in an individual capacity that does not derive from  
9 a right of the Tribe.

10 (e) TOLLING OF CLAIMS.—

11 (1) IN GENERAL.—Each applicable period of  
12 limitation and time-based equitable defense relating  
13 to a claim described in this section shall be tolled for  
14 the period beginning on the date of enactment of  
15 this Act and ending on the Enforceability Date.

16 (2) EFFECT OF SUBSECTION.—Nothing in this  
17 subsection revives any claim or tolls any period of  
18 limitation or time-based equitable defense that ex-  
19 pired before the date of enactment of this Act.

20 (3) LIMITATION.—Nothing in this section pre-  
21 cludes the tolling of any period of limitations or any  
22 time-based equitable defense under any other appli-  
23 cable law.

24 (f) EXPIRATION.—

1           (1) IN GENERAL.—This Act shall expire in any  
2           case in which the Secretary fails to publish a state-  
3           ment of findings under section 11 by not later  
4           than—

5                   (A) 8 years after the date of enactment of  
6           this Act; or

7                   (B) such alternative later date as is agreed  
8           to by the Tribe and the Secretary, after pro-  
9           viding reasonable notice to the State of Cali-  
10          fornia.

11          (2) CONSEQUENCES.—If this Act expires under  
12          paragraph (1)—

13                   (A) the waivers and releases under sub-  
14          section (a) shall—

15                           (i) expire; and

16                           (ii) have no further force or effect;

17                   (B) the authorization, ratification, con-  
18          firmation, and execution of the 2007 Agreement  
19          under section 4 shall no longer be effective;

20                   (C) any action carried out by the Sec-  
21          retary, and any contract or agreement entered  
22          into pursuant to this Act, shall be void;

23                   (D) any unexpended Federal funds appro-  
24          priated or made available to carry out the ac-  
25          tivities authorized by this Act, together with

1 any interest earned on those funds, and any  
 2 water rights or contracts to use water and title  
 3 to other property acquired or constructed with  
 4 Federal funds appropriated or made available  
 5 to carry out the activities authorized by this Act  
 6 shall be returned to the Federal Government,  
 7 unless otherwise agreed to by the Tribe and the  
 8 United States and approved by Congress; and

9 (E) except for Federal funds used to ac-  
 10 quire or construct property that is returned to  
 11 the Federal Government under subparagraph  
 12 (D), the United States shall be entitled to offset  
 13 any Federal funds made available to carry out  
 14 this Act that were expended or withdrawn, or  
 15 any funds made available to carry out this Act  
 16 from other Federal authorized sources, together  
 17 with any interest accrued on those funds,  
 18 against any claims against the United States—

19 (i) relating to—

20 (I) water rights in the State of  
 21 California asserted by—

22 (aa) the Tribe; or

23 (bb) any user of the Tribal  
 24 Water Right; or

1 (II) any other matter covered by  
2 subsection (a)(2); or  
3 (ii) in any future settlement of water  
4 rights of the Tribe.

5 **SEC. 11. ENFORCEABILITY DATE.**

6 The Enforceability Date shall be the date on which  
7 the Secretary publishes in the Federal Register a state-  
8 ment of findings that—

9 (1) to the extent that the 2007 Agreement con-  
10 flicts with the Act, the 2007 Agreement has been  
11 amended to conform with this Act;

12 (2) the 2007 Agreement, so revised, includes  
13 waivers and releases of claims set forth in section 10  
14 and has been executed by the parties, including the  
15 United States;

16 (3) a final judgment and decree approving the  
17 2007 Agreement, including Operation Rules, and  
18 binding all parties to the action has been entered by  
19 the Court, and all appeals have been exhausted;

20 (4) all of the amounts authorized to be appro-  
21 priated under section 7(a) have been appropriated  
22 and deposited in the designated accounts; and

23 (5) the waivers and releases under section 10(a)  
24 have been executed by the Tribe and the Secretary.

1 **SEC. 12. BINDING EFFECT; JUDICIAL APPROVAL; ENFORCE-**  
 2 **ABILITY.**

3 (a) IN GENERAL.—

4 (1) LAWSUIT.—1 or more Parties may file suit  
 5 in the Court requesting the entry of a final judge-  
 6 ment and decree approving the Tribal Water Right  
 7 and the 2007 Agreement, provided that no such suit  
 8 shall be filed until after—

9 (A) the Tribe has confirmed that the  
 10 Phase I Reservoir will be sited at the location  
 11 described in section 3.4.B.(1) of the 2007  
 12 Agreement and that Exhibit E governs oper-  
 13 ation of the Phase I Reservoir; or

14 (B) the Tribe has selected a substitute site  
 15 for the Phase I Reservoir pursuant to section  
 16 3.4.B.(2)(a) of the 2007 Agreement and—

17 (i) the Parties have agreed on Oper-  
 18 ation Rules and the Secretary has executed  
 19 the 2007 Agreement; or

20 (ii) if the Parties have reached an im-  
 21 passe in attempting to negotiate Operation  
 22 Rules, at least 1 Party has developed pro-  
 23 posed Operation Rules to submit for judi-  
 24 cial review and approval, and has shared  
 25 the proposed Operation Rules with the

1                   other Parties at least 90 days in advance  
2                   of filing the lawsuit.

3                   (2) JOINING UNITED STATES AS PARTY.—

4                   Where suit is filed pursuant to this subsection, in-  
5                   cluding the satisfaction of the requirements in sub-  
6                   paragraph (A) or (B) of paragraph (1), the United  
7                   States may be joined in litigation for the purposes  
8                   set forth in this section.

9                   (b) JUDICIAL APPROVAL.—The Court shall have ex-  
10                  clusive jurisdiction to review and determine whether to ap-  
11                  prove the Tribal Water Right and the 2007 Agreement,  
12                  and on doing so over any cause of action initiated by any  
13                  Party arising from a dispute over the interpretation of the  
14                  2007 Agreement or this Act, and any cause of action initi-  
15                  ated by any Party for the enforcement of the 2007 Agree-  
16                  ment.

17                  (c) FAILURE TO AGREE ON OPERATION RULES.—

18                  (1) IN GENERAL.—Subject to subsection  
19                  (a)(1)(B)(ii), the Court shall have jurisdiction over  
20                  a cause of action that a Party initiates to establish  
21                  Operation Rules, where the Parties failed to reach  
22                  agreement on such Operation Rules.

23                  (2) VOLUNTARY DISPUTE RESOLUTION.—If a  
24                  suit is filed under paragraph (1), the Court shall

1 refer the Parties to the voluntary dispute resolution  
2 program of the Court.

3 (3) COURT SELECTION OF OPERATION  
4 RULES.—

5 (A) IN GENERAL.—If the voluntary dispute  
6 resolution program does not, after a reasonable  
7 amount of time as determined by the Court, re-  
8 sult in agreed-on Operation Rules, the Court  
9 shall set a deadline by which any Party or  
10 Downstream Water User may submit proposed  
11 Operation Rules and, after briefing and hearing  
12 evidence, select among the proffered Operation  
13 Rule based on the criteria set forth in para-  
14 graph (4).

15 (B) IMPLEMENTATION OF AGREED-ON OP-  
16 ERATION RULES.—Once the Court selects Oper-  
17 ation Rules pursuant to subparagraph (A), such  
18 Operation Rules shall thereafter control and  
19 shall be implemented by the Parties pursuant to  
20 the terms directed by the Court.

21 (4) CRITERIA FOR COURT SELECTION OF OPER-  
22 ATION RULES.—

23 (A) IN GENERAL.—The Court shall select  
24 the proffered Operation Rules that, if imple-  
25 mented, would be the most effective in—

1 (i) regulating the flows in the South  
2 Tule River to comply with the terms con-  
3 tained in the 2007 Agreement and the fol-  
4 lowing diversion limits, where the South  
5 Tule Independent Ditch Company's point  
6 of diversion is the point of measurement,  
7 including—

8 (I) where the natural flow is less  
9 than 3 cubic feet per second (referred  
10 to in this clause as “cfs”), the Tribe  
11 has a right to 1 cfs;

12 (II) where the natural flow is  
13 greater than or equal to 3 cfs and less  
14 than 5 cfs, the Tribe has a right to  
15  $1\frac{1}{2}$  cfs;

16 (III) where the natural flow is  
17 greater than or equal to 5 cfs and less  
18 than 10 cfs, the Tribe has a right to  
19 2 cfs; and

20 (IV) where the natural flow is  
21 greater than or equal to 10 cfs, the  
22 Tribe has a right to any amount;

23 (ii) minimizing adverse impact on the  
24 Parties other than the Tribe; and

1 (iii) maintaining the right of the Tribe  
 2 to the reasonable and economic use of  
 3 water for domestic and stock purposes on  
 4 the Reservation.

5 (B) CONSIDERATION OF EXHIBIT E.—In  
 6 applying the criteria set forth in subparagraph  
 7 (A), the Court should consider the Operation  
 8 Rules governing the Phase I Reservoir de-  
 9 scribed in section 3.4.B.(1) of the 2007 Agree-  
 10 ment, as set forth in Exhibit E to the 2007  
 11 Agreement, which the Parties agreed on based  
 12 on consideration of that criteria.

13 (C) INCONSISTENCY OF PROPOSED OPER-  
 14 ATION RULES WITH CRITERIA.—

15 (i) IN GENERAL.—The Court shall not  
 16 approve the 2007 Agreement if the Court  
 17 finds that none of the proffered Operation  
 18 Rules are consistent with the criteria set  
 19 forth in subparagraph (A).

20 (ii) ALTERNATIVE OPERATION  
 21 RULES.—If the Court finds that none of  
 22 the proffered Operation Rules are con-  
 23 sistent with the criteria set forth in sub-  
 24 paragraph (A), the Court may establish an  
 25 alternate process to allow the Parties to

1                   develop alternate Operation Rules that are  
2                   consistent with that criteria.

3 **SEC. 13. MISCELLANEOUS PROVISIONS.**

4           (a) WAIVER OF SOVEREIGN IMMUNITY BY THE  
5 UNITED STATES.—Nothing in this Act waives the sov-  
6 ereign immunity of the United States, except as provided  
7 in section 12(a)(2).

8           (b) OTHER TRIBES NOT ADVERSELY AFFECTED.—  
9 Nothing in this Act quantifies or diminishes any land or  
10 water right, or any claim or entitlement to land or water,  
11 of an Indian Tribe, band, or community other than the  
12 Tribe.

13          (c) OTHER WATER RIGHTS OF UNITED STATES NOT  
14 ADVERSELY AFFECTED.—Nothing in this Act quantifies  
15 or diminishes any other water right held by the United  
16 States other than as a Downstream Water User.

17          (d) EFFECT ON CURRENT LAW.—Nothing in this Act  
18 affects any provision of law (including regulations) in ef-  
19 fect on the day before the date of enactment of this Act  
20 with respect to pre-enforcement review of any Federal en-  
21 vironmental enforcement action.

22          (e) CONFLICT.—In the event of a conflict between the  
23 2007 Agreement and this Act, this Act shall control.

1 **SEC. 14. ANTIDEFICIENCY.**

2       The United States shall not be liable for any failure  
3 to carry out any obligation or activity authorized by this  
4 Act, including any obligation or activity under the 2007  
5 Agreement, if adequate appropriations are not provided by  
6 Congress expressly to carry out the purposes of this Act.

○