

113TH CONGRESS
2D SESSION

S. 2503

To direct the Secretary of the Interior to enter into the Big Sandy River-Planet Ranch Water Rights Settlement Agreement and the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement, to provide for the lease of certain land located within Planet Ranch on the Bill Williams River in the State of Arizona to benefit the Lower Colorado River Multi-Species Conservation Program, and to provide for the settlement of specific water rights claims in the Bill Williams River watershed in the State of Arizona.

IN THE SENATE OF THE UNITED STATES

JUNE 19, 2014

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

A BILL

To direct the Secretary of the Interior to enter into the Big Sandy River-Planet Ranch Water Rights Settlement Agreement and the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement, to provide for the lease of certain land located within Planet Ranch on the Bill Williams River in the State of Arizona to benefit the Lower Colorado River Multi-Species Conservation Program, and to provide for the settlement of specific water rights claims in the Bill Williams River watershed in the State of Arizona.

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.**

4 This Act may be cited as the “Bill Williams River
 5 Water Rights Settlement Act of 2014”.

6 **SEC. 2. PURPOSES.**

7 The purposes of this Act are—

8 (1) to achieve a fair, equitable, and final settle-
 9 ment of certain claims among certain parties to
 10 water rights in the Bill Williams River watershed in
 11 the State of Arizona for—

12 (A) the Hualapai Tribe (acting on behalf
 13 of the Tribe and members of the Tribe); and

14 (B) the Department of the Interior, includ-
 15 ing, and acting on behalf of, the constituent bu-
 16 reaus of the Department and, as specified, the
 17 United States as trustee for the Hualapai
 18 Tribe, the members of the Tribe, and the
 19 allottees;

20 (2) to approve, ratify, and confirm—

21 (A) the Big Sandy River-Planet Ranch
 22 Water Rights Settlement Agreement entered
 23 into among the Hualapai Tribe, the United
 24 States as trustee for the Tribe, the members of
 25 the Tribe and allottees, the Secretary of the In-

1 terior, the Arizona department of water re-
2 sources, and others, to the extent the Big
3 Sandy River-Planet Ranch Agreement is con-
4 sistent with this Act; and

5 (B) the Hualapai Tribe Big Sandy River-
6 Planet Ranch Water Rights Settlement Agree-
7 ment entered into among the Tribe, the United
8 States, and the Freeport Minerals Corporation,
9 to the extent the Hualapai Tribe Agreement is
10 consistent with this Act;

11 (3) to authorize and direct the Secretary—

12 (A) to execute the duties and obligations of
13 the Secretary under the Big Sandy River-Planet
14 Ranch Agreement, the Hualapai Tribe Agree-
15 ment, and this Act;

16 (B)(i) to remove objections to the applica-
17 tions for the severance and transfer of certain
18 water rights, in partial consideration of the
19 agreement of the parties to impose certain lim-
20 its on the extent of the use and transferability
21 of the severed and transferred water right and
22 other water rights; and

23 (ii) to provide confirmation of those water
24 rights; and

1 (C) to carry out any other activity nec-
2 essary to implement the Big Sandy River-Plan-
3 et Ranch Agreement and the Hualapai Tribe
4 Agreement in accordance with this Act;

5 (4) to advance the purposes of the Lower Colo-
6 rado River Multi-Species Conservation Program;

7 (5) to secure a long-term lease for a portion of
8 Planet Ranch, along with appurtenant water rights
9 primarily along the Bill Williams River corridor, for
10 use in the Conservation Program;

11 (6) to bring the leased portion of Planet Ranch
12 into public ownership for the long-term benefit of
13 the Conservation Program; and

14 (7) to secure from the Freeport Minerals Cor-
15 poration non-Federal contributions—

16 (A) to support a tribal water supply study
17 necessary for the advancement of a settlement
18 of the claims of the Tribe for rights to Colorado
19 River water; and

20 (B) to enable the Tribe to secure Colorado
21 River water rights and appurtenant land, in-
22 crease security of the water rights of the Tribe,
23 and facilitate a settlement of the claims of the
24 Tribe for rights to Colorado River water.

1 **SEC. 3. DEFINITIONS.**

2 In this Act:

3 (1) ADWR.—The term “ADWR” means the
4 Arizona department of water resources, established
5 pursuant to title 45 of the Arizona Revised Statutes
6 (or a successor agency or entity).

7 (2) ALLOTMENT.—The term “allotment” means
8 any allotment that—

9 (A) was originally allotted to an individual
10 Indian in the allotting document;

11 (B) is located on land outside the bound-
12 aries of an Indian reservation within Mohave
13 County, Arizona; and

14 (C) as of the enforceability date, is held in
15 trust by the United States for the benefit of an
16 allottee.

17 (3) ALLOTTEE.—The term “allottee” means
18 any individual who holds a beneficial real property
19 interest in an allotment.

20 (4) ARIZONA GAME AND FISH COMMISSION.—
21 The term “Arizona Game and Fish Commission”
22 means the entity established pursuant to title 17 of
23 the Arizona Revised Statutes to control the Arizona
24 game and fish department (or a successor agency or
25 entity).

1 (5) BAGDAD MINE COMPLEX AND BAGDAD
 2 TOWNSITE.—The term “Bagdad Mine Complex and
 3 Bagdad Townsite” means the geographical area de-
 4 picted on the map attached as exhibit 2.9 to the Big
 5 Sandy River-Planet Ranch Agreement.

6 (6) BIG SANDY RIVER-PLANET RANCH AGREE-
 7 MENT.—

8 (A) IN GENERAL.—The term “Big Sandy
 9 River-Planet Ranch Agreement” means the Big
 10 Sandy River-Planet Ranch Water Rights Settle-
 11 ment Agreement dated **【_____**, 2014**】**
 12 and entered into among—

13 (i) the Tribe;

14 (ii) Department, including, and acting
 15 on behalf of, the constituent bureaus of the
 16 Department and, as specified, the United
 17 States as trustee for the Hualapai Tribe,
 18 the members of the Tribe, and the
 19 allottees;

20 (iii) the Arizona Game and Fish Com-
 21 mission;

22 (iv) ADWR; and

23 (v) the Corporation.

24 (B) INCLUSIONS.—The term “Big Sandy
 25 River-Planet Ranch Agreement” includes—

1 (i) all exhibits to the agreement re-
 2 ferred to in subparagraph (A);

3 (ii) any amendments necessary to
 4 make the agreement consistent with this
 5 Act; and

6 (iii) any other amendment approved
 7 by the parties to the agreement that are
 8 affected by the amendment (including the
 9 Secretary, acting on behalf of the United
 10 States).

11 (7) BILL WILLIAMS RIVER WATERSHED.—The
 12 term “Bill Williams River watershed” means the wa-
 13 tershed drained by the Bill Williams River and the
 14 tributaries of that river, including the Big Sandy
 15 and Santa Maria Rivers.

16 (8) CONSERVATION PROGRAM.—The term
 17 “Conservation Program” has the meaning given the
 18 term “Lower Colorado River Multi-Species Con-
 19 servation Program” in section 9401 of the Omnibus
 20 Public Land Management Act of 2009 (Public Law
 21 111–11; 123 Stat. 1327).

22 (9) CORPORATION.—

23 (A) IN GENERAL.—The term “Corpora-
 24 tion” means the Freeport Minerals Corporation,
 25 incorporated in the State of Delaware.

1 (B) INCLUSIONS.—The term “Corpora-
 2 tion” includes all subsidiaries, affiliates, succes-
 3 sors, and assigns of the Freeport Minerals Cor-
 4 poration (such as Byner Cattle Company, incor-
 5 porated in the State of Nevada).

6 (10) DEPARTMENT.—The term “Department”
 7 means the Department of the Interior.

8 (11) ENFORCEABILITY DATE.—The term “en-
 9 forceability date” means the applicable date de-
 10 scribed in section 9.

11 (12) FREEPORT GROUNDWATER WELLS.—

12 (A) IN GENERAL.—The term “Freeport
 13 Groundwater Wells” means the 5 wells identi-
 14 fied by ADWR well registration numbers—

15 (i) 55–592824;

16 (ii) 55–595808;

17 (iii) 55–595810;

18 (iv) 55–200964; and

19 (v) 55–908273.

20 (B) INCLUSIONS.—The term “Freeport
 21 Groundwater Wells” includes any replacement
 22 of a well referred to in subparagraph (A) drilled
 23 by or for the Corporation to supply water to the
 24 Bagdad Mine Complex and Bagdad Townsite.

(C) EXCLUSIONS.—The term “Freeport Groundwater Wells” does not include any other well owned by the Corporation at any other location.

(13) HUALAPAI TRIBE AGREEMENT.—

(A) IN GENERAL.—The term “Hualapai Tribe Agreement” means the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement dated [_____, 2014] entered into among—

(i) the Tribe;

(ii) the United States, as trustee for the Tribe, the members of the Tribe, and the allottees; and

(iii) the Corporation.

(B) INCLUSIONS.—The term “Hualapai Tribe Agreement” includes—

(i) all exhibits to the agreement referred to in subparagraph (A);

(ii) any amendments necessary to make the agreement consistent with this Act; and

(iii) any other amendments approved by—

1 (I) each party to the agreement
 2 that is affected by the amendment;
 3 and

4 (II) the Secretary.

5 (14) HUALAPAI TRIBE WATER RIGHTS SETTLE-
 6 MENT AGREEMENT.—The term “Hualapai Tribe
 7 Water Rights Settlement Agreement” means the set-
 8 tlement agreement in the process of negotiation as
 9 of the date of enactment of this Act among the
 10 Tribe, the United States, the State of Arizona, the
 11 Central Arizona Water Conservation District, the
 12 Salt River Agricultural Improvement and Power
 13 District and Salt River Valley Water Users Associa-
 14 tion, and the Corporation to resolve the claims of the
 15 Tribe for rights to Colorado River water and Verde
 16 River water.

17 (15) INJURY.—The term “injury”, with respect
 18 to a water right, means any interference with, dimi-
 19 nution of, or deprivation of the water right under
 20 Federal, State, or other law.

21 (16) LINCOLN RANCH.—The term “Lincoln
 22 Ranch” means the property owned by the Corpora-
 23 tion described in the special warranty deed recorded
 24 on December 4, 1995, at Book 1995 and Page

1 05874 in the official records of La Paz County, Ari-
2 zona.

3 (17) PARCEL 1.—The term “Parcel 1” means
4 the parcel of land that—

5 (A) is depicted as 3 contiguous allotments
6 identified as 1A, 1B, and 1C on the map at-
7 tached to the Big Sandy River-Planet Ranch
8 Agreement as exhibit 2.10; and

9 (B) is held in trust for certain allottees.

10 (18) PARCEL 2.—The term “Parcel 2” means
11 the parcel of land that—

12 (A) is depicted on the map attached to the
13 Big Sandy River-Planet Ranch Agreement as
14 exhibit 2.10; and

15 (B) is held in trust for certain allottees.

16 (19) PARCEL 3.—The term “Parcel 3” means
17 the parcel of land that—

18 (A) is depicted on the map attached to the
19 Big Sandy River-Planet Ranch Agreement as
20 exhibit 2.10;

21 (B) is held in trust for the Tribe; and

22 (C) is part of the Hualapai Reservation
23 pursuant to Executive Order 1368 of June 2,
24 1911.

1 (20) PARTY.—The term “party” means an indi-
2 vidual or entity that is a signatory to—

3 (A) the Big Sandy River-Planet Ranch
4 Agreement;

5 (B) the Hualapai Tribe Agreement; or

6 (C) an exhibit to the Big Sandy River-
7 Planet Ranch Agreement or the Hualapai Tribe
8 Agreement.

9 (21) PLANET RANCH.—The term “Planet
10 Ranch” means the property owned by the Corpora-
11 tion described—

12 (A) in the special warranty deed recorded
13 on December 14, 2011, at Book 2011 and Page
14 05267 in the official records of La Paz County,
15 Arizona; and

16 (B) as Instrument No. 2011–062804 in
17 the official records of Mohave County, Arizona.

18 (22) SECRETARY.—The term “Secretary”
19 means the Secretary of the Interior.

20 (23) SEVER AND TRANSFER APPLICATIONS.—
21 The term “sever and transfer applications” means
22 the applications filed or amended by the Corporation
23 and pending on the date of enactment of this Act to
24 sever and transfer certain water rights—

1 (A) from Lincoln Ranch and from Planet
2 Ranch to the Wikieup Wellfield for use at the
3 Bagdad Mine Complex and Bagdad Townsite;
4 and

5 (B) from portions of Planet Ranch (as de-
6 termined on the date on which the applications
7 were filed or amended) to new locations within
8 Planet Ranch.

9 (24) TRIBE.—The term “Tribe” means the
10 Hualapai Tribe, organized under section 16 of the
11 Act of June 18, 1934 (25 U.S.C. 476) (commonly
12 known as the “Indian Reorganization Act”), and
13 recognized by the Secretary.

14 (25) WATER RIGHT.—The term “water right”
15 means—

16 (A) any right in or to groundwater, surface
17 water, or effluent under Federal, State, or
18 other law; and

19 (B) for purposes of subsections (d) and (e)
20 of section 5, any right to Colorado River water.

21 (26) WIKIEUP WELLFIELD.—The term
22 “Wikieup Wellfield” means the geographical area de-
23 picted on the map attached as exhibit 2.10 to the
24 Big Sandy River-Planet Ranch Agreement.

1 **SEC. 4. BIG SANDY RIVER-PLANET RANCH AGREEMENT.**

2 (a) IN GENERAL.—Except to the extent that any pro-
3 vision of, or amendment to, the Big Sandy River-Planet
4 Ranch Agreement conflicts with this Act—

5 (1) the Big Sandy River-Planet Ranch Agree-
6 ment is authorized, ratified, and confirmed; and

7 (2) any amendment to the Big Sandy River-
8 Planet Ranch Agreement executed to make the Big
9 Sandy River-Planet Ranch Agreement consistent
10 with this Act is authorized, ratified, and confirmed.

11 (b) EXECUTION.—To the extent that the Big Sandy
12 River-Planet Ranch Agreement does not conflict with this
13 Act, and in support of the purposes of this Act, the Sec-
14 retary shall execute—

15 (1) the Big Sandy River-Planet Ranch Agree-
16 ment (including all exhibits to the Big Sandy River-
17 Planet Ranch Agreement requiring the signature of
18 the Secretary);

19 (2) any amendment to the Big Sandy River-
20 Planet Ranch Agreement (including any amendment
21 to an exhibit of the Big Sandy River-Planet Ranch
22 Agreement requiring the signature of the Secretary)
23 that is necessary to make the Big Sandy River-Plan-
24 et Ranch Agreement consistent with this Act; and

25 (3) a conditional withdrawal of each objection
26 filed by the Bureau of Indian Affairs, the Bureau of

1 Land Management, and the United States Fish and
2 Wildlife Service to the sever and transfer applica-
3 tions in the form set forth in exhibit 4.2.1(ii)(b) to
4 the Big Sandy River-Planet Ranch Agreement.

5 (c) DISCRETION OF SECRETARY.—The Secretary
6 may execute any other amendment to the Big Sandy
7 River-Planet Ranch Agreement (including any amendment
8 to an exhibit to the Big Sandy River-Planet Ranch Agree-
9 ment requiring the signature of the Secretary) that is not
10 inconsistent with this Act, if the amendment does not re-
11 quire approval by Congress.

12 (d) PROHIBITION.—The Secretary shall not file an
13 objection to any amendment to the sever and transfer ap-
14 plications or any new sever or transfer application filed
15 by the Corporation to accomplish the sever and transfer
16 of 10,055 acre-feet per year of water rights from Planet
17 Ranch and Lincoln Ranch to the Wikieup Wellfield, sub-
18 ject to the condition that the form of such an amendment
19 or new application shall be substantially similar to a form
20 attached to the Big Sandy River-Planet Ranch Agreement
21 as exhibit 4.2.1(ii)(a)(1) or 4.2.1(ii)(a)(2).

22 **SEC. 5. HUALAPAI TRIBE AGREEMENT.**

23 (a) IN GENERAL.—Except to the extent that any pro-
24 vision of, or amendment to, the Hualapai Tribe Agreement
25 conflicts with this Act—

1 (1) the Hualapai Tribe Agreement is author-
2 ized, ratified, and confirmed; and

3 (2) any amendment to the Hualapai Tribe
4 Agreement executed to make the Hualapai Tribe
5 Agreement consistent with this Act is authorized,
6 ratified, and confirmed.

7 (b) EXECUTION.—To the extent that the Hualapai
8 Tribe Agreement does not conflict with this Act, and in
9 support of the purposes of this Act, the Secretary shall
10 execute—

11 (1) the Hualapai Tribe Agreement (including
12 all exhibits to the Hualapai Tribe Agreement requir-
13 ing the signature of the Secretary); and

14 (2) any amendment to the Hualapai Tribe
15 Agreement (including any amendment to an exhibit
16 of the Hualapai Tribe Agreement requiring the sig-
17 nature of the Secretary) that is necessary to make
18 the Hualapai Tribe Agreement consistent with this
19 Act.

20 (c) DISCRETION OF SECRETARY.—The Secretary
21 may execute any other amendment to the Hualapai Tribe
22 Agreement (including any amendment to an exhibit to the
23 Hualapai Tribe Agreement requiring the signature of the
24 Secretary) that is not inconsistent with this Act, if the
25 amendment does not require approval by Congress.

1 (d) CONTRIBUTION OF CORPORATION TO ECONOMIC
2 DEVELOPMENT FUND.—

3 (1) IN GENERAL.—The contribution of the Cor-
4 poration to the economic development fund of the
5 Tribe, as provided in section 8.1 of the Hualapai
6 Tribe Agreement—

7 (A) may be used by the Tribe for the lim-
8 ited purpose of enabling the Tribe—

9 (i) to acquire Colorado River water
10 rights with the intent to increase the secu-
11 rity of the water rights of the Tribe; and

12 (ii) to otherwise facilitate the use of
13 water on the Hualapai Reservation; and

14 (B) shall be considered to be a non-Federal
15 contribution that counts toward any non-Fed-
16 eral contribution associated with a settlement of
17 the claims of the Tribe for rights to Colorado
18 River water.

19 (2) LIMITATION ON TRANSFER OF WATER
20 RIGHTS.—The Colorado River water rights acquired
21 by the Tribe may be used off the Hualapai Reserva-
22 tion only for irrigation of acquired appurtenant land,
23 or for storage in accordance with Federal and State
24 law in a permitted recharge facility in the State of
25 Arizona, subject to the conditions that—

1 (A) the Tribe shall not seek to transfer or
 2 sell accumulated long-term storage credits gen-
 3 erated from the storage of the acquired Colo-
 4 rado River water rights; and

5 (B) the Tribe shall not seek approval to
 6 change the place of use of the acquired Colo-
 7 rado River water rights, except for the purposes
 8 of storing the water in accordance with sub-
 9 paragraph (A).

10 (3) EXPIRATION.—The authority provided
 11 under paragraph (2) expires on the earlier of—

12 (A) the date on which the Hualapai Tribe
 13 Water Rights Settlement Agreement becomes
 14 enforceable; and

15 (B) December 31, 2039.

16 (4) COLORADO RIVER WATER RIGHTS COUNTED
 17 AGAINST CLAIMS OF TRIBE.—

18 (A) IN GENERAL.—If the Hualapai Tribe
 19 Water Rights Settlement Agreement does not
 20 become enforceable by December 31, 2039, any
 21 Colorado River water rights acquired by the
 22 Tribe with the contribution of the Corporation
 23 to the economic development fund of the Tribe
 24 shall be counted, on an acre-foot per acre-foot
 25 basis, toward the claims of the Tribe for rights

1 to Colorado River water in any subsequent set-
 2 tlement or adjudication of those claims.

3 (B) EFFECT OF PARAGRAPH.—Nothing in
 4 this paragraph restricts any claim for rights of
 5 the Tribe to Colorado River water in any subse-
 6 quent settlement or adjudication.

7 (e) FUTURE LIMITATIONS ON LAND TAKEN INTO
 8 TRUST.—As provided in section 10.11 of the Hualapai
 9 Tribe Agreement, the parties to the Hualapai Tribe Agree-
 10 ment shall negotiate in good faith with other parties the
 11 terms under which any land within the State of Arizona
 12 held or acquired in fee by the Tribe may be taken into
 13 trust by the United States for the benefit of the Tribe,
 14 with any applicable terms to be incorporated into a future
 15 agreement settling the claims of the Tribe for rights to
 16 Colorado River water, and the Federal law approving the
 17 agreement, subject to approval by Congress.

18 **SEC. 6. WAIVERS, RELEASES, AND RETENTION OF CLAIMS.**

19 (a) CLAIMS BY DEPARTMENT UNDER BIG SANDY
 20 RIVER-PLANET RANCH AGREEMENT.—

21 (1) IN GENERAL.—Except as provided in para-
 22 graph (3), the Secretary is authorized to execute a
 23 waiver and release of all claims of the Department
 24 against the Corporation under Federal, State, or any
 25 other law for—

1 (A) all past and present claims for injury
2 to water rights resulting from the diversion of
3 water by the Corporation from the Wikieup
4 Wellfield or the Freeport Groundwater Wells
5 arising prior to the enforceability date;

6 (B) all claims for injury to water rights
7 arising after the enforceability date resulting
8 from the diversion of water by the Corporation
9 from the Wikieup Wellfield or the Freeport
10 Groundwater Wells in a manner not in violation
11 of the Big Sandy River-Planet Ranch Agree-
12 ment; and

13 (C) all past, present, and future claims
14 arising out of, or relating in any manner to, the
15 negotiation or execution of the Big Sandy
16 River-Planet Ranch Agreement.

17 (2) EFFECTIVE DATE.—The waivers and re-
18 leases of claims under paragraph (1) shall—

19 (A) be in the form set forth in exhibit
20 7.2(ii) to the Big Sandy River-Planet Ranch
21 Agreement; and

22 (B) take effect on the enforceability date.

23 (3) RETENTION OF RIGHTS.—The Department
24 shall retain all rights not expressly waived under
25 paragraph (1), including the right—

(A) to assert any claim for breach of, or to seek enforcement of, the Big Sandy River-Planet Ranch Agreement or this Act in any United States court or State court of competent jurisdiction; and

(B) to assert any past, present, or future claim to a water right that is not inconsistent with the Big Sandy River-Planet Ranch Agreement or this Act.

(b) CLAIMS BY TRIBE AND UNITED STATES AS TRUSTEE UNDER BIG SANDY RIVER-PLANET RANCH AGREEMENT.—

(1) IN GENERAL.—Except as provided in paragraph (3), the Tribe and the United States, acting as trustee for the Tribe and members of the Tribe, are authorized to execute a waiver and release of all claims against the Corporation for—

(A) any water rights of the Tribe or the United States as trustee for the Tribe and members of the Tribe with respect to Parcel 3 in excess of 300 acre-feet per year;

(B) all past and present claims for injury to water rights arising before the enforceability date resulting from the diversion of water by

1 the Corporation from the Wikieup Wellfield or
2 the Freeport Groundwater Wells; and

3 (C) all claims for injury to water rights
4 arising after the enforceability date resulting
5 from the diversion of water by the Corporation
6 from the Wikieup Wellfield or the Freeport
7 Groundwater Wells in a manner not in violation
8 of the Big Sandy River-Planet Ranch Agree-
9 ment or the Hualapai Tribe Agreement.

10 (2) EFFECTIVE DATE.—The waivers and re-
11 leases of claims under paragraph (1) shall—

12 (A) be in the form set forth in exhibit
13 7.1(ii) to the Hualapai Tribe Agreement; and

14 (B) take effect on the enforceability date.

15 (3) RETENTION OF RIGHTS.—The Tribe and
16 the United States, acting as trustee for the Tribe
17 and members of the Tribe, shall retain all rights not
18 expressly waived under paragraph (1), including the
19 right—

20 (A) to assert any claim for breach of, or to
21 seek enforcement of, the Big Sandy River-Plan-
22 et Ranch Agreement or this Act in any United
23 States court or State court of competent juris-
24 diction; and

1 (B) to assert any past, present, or future
 2 claim to a water right that is not inconsistent
 3 with the Big Sandy River-Planet Ranch Agree-
 4 ment or this Act.

5 (c) CLAIMS BY UNITED STATES AS TRUSTEE FOR
 6 ALLOTTEES UNDER BIG SANDY RIVER-PLANET RANCH
 7 AGREEMENT.—

8 (1) IN GENERAL.—Except as provided in para-
 9 graph (3), the United States, acting as trustee for
 10 the allottees, is authorized to execute a waiver and
 11 release of all claims against the Corporation for—

12 (A) any water rights of the allottees or the
 13 United States as trustee for the allottees with
 14 respect to—

15 (i) Parcel 1 in excess of 82 acre-feet
 16 per year; or

17 (ii) Parcel 2 in excess of 312 acre-feet
 18 per year;

19 (B) all past and present claims for injury
 20 to water rights arising before the enforceability
 21 date resulting from the diversion of water by
 22 the Corporation from the Wikieup Wellfield or
 23 the Freeport Groundwater Wells; and

24 (C) all claims for injury to water rights
 25 arising after the enforceability date resulting

1 from the diversion of water by the Corporation
 2 from the Wikieup Wellfield or the Freeport
 3 Groundwater Wells in a manner not in violation
 4 of the Big Sandy River-Planet Ranch Agree-
 5 ment.

6 (2) EFFECTIVE DATE.—The waivers and re-
 7 leases of claims under paragraph (1) shall—

8 (A) be in the form set forth in exhibit
 9 7.1(ii) to the Hualapai Tribe Agreement; and

10 (B) take effect on the enforceability date.

11 (3) RETENTION OF RIGHTS.—The United
 12 States, acting as trustee for the allottees, shall re-
 13 tain all rights not expressly waived under paragraph
 14 (1), including the right—

15 (A) to assert any claim for breach of, or to
 16 seek enforcement of, the Big Sandy River-Plan-
 17 et Ranch Agreement or this Act in any United
 18 States court or State court of competent juris-
 19 diction; and

20 (B) to assert any past, present, or future
 21 claim to a water right that is not inconsistent
 22 with the Big Sandy River-Planet Ranch Agree-
 23 ment or this Act.

24 (d) CLAIMS BY TRIBE AND UNITED STATES AS
 25 TRUSTEE UNDER HUALAPAI TRIBE AGREEMENT.—

1 (1) IN GENERAL.—Except as provided in para-
2 graph (3), the Tribe and the United States, acting
3 as trustee for the Tribe, members of the Tribe, and
4 the allottees, as part of the performance of obliga-
5 tions under the Hualapai Tribe Agreement, are au-
6 thorized to execute a waiver and release of all claims
7 that the Tribe or the United States as trustee for
8 the Tribe, members of the Tribe, or the allottees
9 may have against the Corporation under Federal,
10 State, or any other law, for—

11 (A) all past and present claims for injury
12 to water rights resulting from the diversion of
13 water by the Corporation from the Bill Williams
14 River watershed arising prior to the enforce-
15 ability date;

16 (B) all claims for injury to water rights
17 arising after the enforceability date resulting
18 from the diversion of water by the Corporation
19 from the Bill Williams River watershed in a
20 manner not in violation of the Hualapai Tribe
21 Agreement; and

22 (C) all past, present, and future claims
23 arising out of, or relating in any manner to, the
24 negotiation or execution of the Hualapai Tribe
25 Agreement.

1 (2) EFFECTIVE DATE.—The waivers and re-
2 leases of claims under paragraph (1) shall—

3 (A) be in the form set forth in exhibit
4 7.1(ii) to the Hualapai Tribe Agreement; and

5 (B) take effect on the enforceability date.

6 (3) RETENTION OF RIGHTS.—The Tribe and
7 the United States, acting as trustee for the Tribe,
8 the members of the Tribe, and the allottees, shall re-
9 tain all rights not expressly waived under paragraph
10 (1), including the right to assert—

11 (A) subject to paragraph 10.5 of the
12 Hualapai Tribe Agreement, a claim for breach
13 of, or to seek enforcement of, the Hualapai
14 Tribe Agreement or this Act in any United
15 States court or State court of competent juris-
16 diction;

17 (B) any claim for injury to, or to seek en-
18 forcement of, the rights of the Tribe under any
19 applicable judgment or decree approving or in-
20 corporating the Hualapai Tribe Agreement; and

21 (C) any past, present, or future claim to
22 water rights that is not inconsistent with the
23 Hualapai Tribe Agreement or this Act.

1 (e) CLAIMS BY TRIBE AGAINST UNITED STATES
2 UNDER BIG SANDY RIVER-PLANET RANCH AGREEMENT
3 AND HUALAPAI TRIBE AGREEMENT.—

4 (1) IN GENERAL.—Except as provided in para-
5 graph (3), the Tribe, on behalf of the Tribe and the
6 members of the Tribe, is authorized to execute a
7 waiver and release of all claims against the Depart-
8 ment and the agents and employees of the Depart-
9 ment for—

10 (A) all past, present, and future claims re-
11 lating to injury to water rights associated with
12 Parcel 3 in excess of 300 acre-feet per year that
13 the Department, acting as trustee for the Tribe,
14 asserted or could have asserted against any
15 party to the Hualapai Tribe Agreement, includ-
16 ing the Corporation;

17 (B) all past and present claims relating to
18 injury to water rights arising before the en-
19 forceability date associated with Parcel 3, in-
20 cluding any injury from withdrawal of a protest
21 to the sever and transfer applications;

22 (C) all claims relating to injury to water
23 rights arising after the enforceability date asso-
24 ciated with Parcel 3, except for injury to the

1 water right for 300 acre-feet per year associ-
 2 ated with Parcel 3; and

3 (D) all past, present, and future claims re-
 4 lating to any potential injury arising out of, or
 5 relating in any manner to, the negotiation or
 6 execution of the Big Sandy River-Planet Ranch
 7 Agreement or the Hualapai Tribe Agreement.

8 (2) EFFECTIVE DATE.—The waivers and re-
 9 leases of claims under paragraph (1) shall—

10 (A) be in the form set forth in, as applica-
 11 ble—

12 (i) exhibit 7.6(ii) to the Big Sandy
 13 River-Planet Ranch Agreement; or

14 (ii) exhibit 7.3(ii) to the Hualapai
 15 Tribe Agreement; and

16 (B) take effect on the enforceability date.

17 (3) RETENTION OF RIGHTS.—The Tribe shall
 18 retain all rights not expressly waived under para-
 19 graph (1), including the right—

20 (A) to assert any claim for breach of, or to
 21 seek enforcement of, the Big Sandy River-Plan-
 22 et Ranch Agreement, the Hualapai Tribe
 23 Agreement, or this Act in any United States
 24 court or State court of competent jurisdiction;
 25 and

1 (B) to assert any past, present, or future
 2 claim to a water right that is not inconsistent
 3 with the Big Sandy River-Planet Ranch Agree-
 4 ment, the Hualapai Tribe Agreement, or this
 5 Act.

6 **SEC. 7. ADMINISTRATION.**

7 (a) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—

8 (1) IN GENERAL.—In the case of a civil action
 9 described in paragraph (2)—

10 (A) the United States or the Tribe, or
 11 both, may be joined in a civil action commenced
 12 by any party to the Big Sandy River-Planet
 13 Ranch Agreement or the Hualapai Tribe Agree-
 14 ment; and

15 (B) any claim by the United States or the
 16 Tribe to sovereign immunity from the civil ac-
 17 tion is waived for the sole purpose of resolving
 18 any issue regarding the interpretation or en-
 19 forcement of, as applicable—

20 (i) this Act;

21 (ii) the Big Sandy River-Planet Ranch
 22 Agreement; or

23 (iii) the Hualapai Tribe Agreement.

24 (2) DESCRIPTION OF CIVIL ACTION.—A civil ac-
 25 tion referred to in paragraph (1) is a civil action

1 filed by any party in a United States court or State
2 court that—

3 (A) relates solely and directly to the inter-
4 pretation or enforcement of this Act, the Big
5 Sandy River-Planet Ranch Agreement, or the
6 Hualapai Tribe Agreement;

7 (B) does not seek any award against the
8 United States or the Tribe for monetary dam-
9 ages, costs, or attorneys' fees; and

10 (C) names the United States or the Tribe
11 as a party.

12 (b) ANTIDEFICIENCY.—

13 (1) IN GENERAL.—Notwithstanding any author-
14 ization of appropriations to carry out this Act, the
15 expenditure or advance of any funds, and the per-
16 formance of any obligation by the Department in
17 any capacity, pursuant to this Act shall be contin-
18 gent on the appropriation of funds for that expendi-
19 ture, advance, or performance.

20 (2) LIABILITY.—The Department shall not be
21 liable for the failure to carry out any obligation or
22 activity authorized by this Act if adequate appro-
23 priations are not provided to carry out this Act.

24 (c) PUBLIC ACCESS.—Nothing in this Act prohibits
25 reasonable public access to Planet Ranch or Lincoln

1 Ranch in a manner that is consistent with all applicable
2 Federal and State laws and any applicable conservation
3 management plan implemented under the Conservation
4 Program.

5 **SEC. 8. ENVIRONMENTAL COMPLIANCE.**

6 (a) IN GENERAL.—In implementing the Big Sandy
7 River-Planet Ranch Agreement, the Hualapai Tribe
8 Agreement, and this Act, the Secretary shall comply with
9 all applicable Federal environmental laws (including regu-
10 lations), including—

11 (1) the National Environmental Policy Act of
12 1969 (42 U.S.C. 4321 et seq.); and

13 (2) the Endangered Species Act of 1973 (16
14 U.S.C. 1531 et seq.).

15 (b) EXECUTION OF AGREEMENTS.—The execution by
16 the Secretary of the Big Sandy River-Planet Ranch Agree-
17 ment and the Hualapai Tribe Agreement in accordance
18 with this Act shall not constitute a major Federal action
19 for purposes of section 102 of the National Environmental
20 Policy Act of 1969 (42 U.S.C. 4332).

21 (c) UNITED STATES ENFORCEMENT AUTHORITY.—
22 Nothing in this Act, the Big Sandy River-Planet Ranch
23 Agreement, or the Hualapai Tribe Agreement affects any
24 right of the United States to take any action (including
25 any environmental action) under any law (including regu-

lations and common law) relating to human health, safety,
or the environment.

SEC. 9. ENFORCEABILITY DATE.

(a) IN GENERAL.—Except as provided in subsection
(b), the enforceability date shall be the date on which the
Secretary publishes in the Federal Register a statement
of findings that—

(1)(A) to the extent that the Big Sandy River-
Planet Ranch Agreement or the Hualapai Tribe
Agreement conflict with this Act, the applicable
agreement has been revised by amendment to elimi-
nate the conflict; and

(B) the Big Sandy River-Planet Ranch Agree-
ment and the Hualapai Tribe Agreement have been
executed by all parties to those agreements;

(2) the Corporation has submitted to ADWR a
conditional amendment of the sever and transfer ap-
plications for the Lincoln Ranch water right and
amendments to the sever and transfer applications
for Planet Ranch and Lincoln Ranch water rights
consistent with section 4.2.1(ii)(a) of the Big Sandy
River-Planet Ranch Agreement;

(3) the Secretary and the Arizona Game and
Fish Commission have executed and filed with

1 ADWR a conditional withdrawal of each objection
2 described in section 4(b)(3);

3 (4)(A) ADWR has issued a conditional order
4 approving the sever and transfer applications of the
5 Corporation; and

6 (B) all objections to the sever and transfer ap-
7 plications have been—

8 (i) conditionally withdrawn; or

9 (ii) resolved in a decision issued by ADWR
10 that is final and nonappealable;

11 (5) the Secretary has provided a notice to the
12 parties to the Big Sandy River-Planet Ranch Agree-
13 ment and the Hualapai Tribe Agreement that the
14 Department has completed the legally required envi-
15 ronmental compliance described in section 8;

16 (6) the steering committee for the Conservation
17 Program has approved and authorized the manager
18 of the Conservation Program to execute the lease in
19 the form as set forth in exhibit 2.33 to the Big
20 Sandy River-Planet Ranch Agreement; and

21 (7) the waivers and releases authorized by sec-
22 tion 6 have been executed by the Tribe and the Sec-
23 retary.

24 (b) RATIFICATION AND EXECUTION OF AGREE-
25 MENTS.—Notwithstanding subsection (a), for purposes of

1 sections 4, 5, and 8, the Secretary shall carry out the re-
 2 quirements of this Act as promptly as practicable after
 3 the date of enactment of this Act.

4 (c) FAILURE OF ENFORCEABILITY DATE TO
 5 OCCUR.—If the Secretary does not publish a statement
 6 of findings under subsection (a) by December 15, 2015,
 7 or an extended date agreed to by the Tribe, the Secretary,
 8 and the Corporation, after providing reasonable notice to
 9 the State of Arizona—

10 (1) this Act is repealed effective beginning on
 11 the later of—

12 (A) December 31, 2015; and

13 (B) the date that is 14 days after the ex-
 14 tended date agreed to by the Tribe, the Sec-
 15 retary, and the Corporation, after providing
 16 reasonable notice to the State of Arizona;

17 (2) any action taken by the Secretary to carry
 18 out this Act shall cease, and any agreement executed
 19 pursuant to this Act, shall be void; and

20 (3) the Tribe, members of the Tribe, the
 21 allottees, and the United States, acting as trustee
 22 for the Tribe, members of the Tribe, and the
 23 allottees, shall retain the right to assert past,
 24 present, and future claims to water rights and

- 1 claims for injury to water rights in the Bill Williams
- 2 River watershed.

