

**Suspend the Rules and Pass the Bill, H. R. 4924, with An
Amendment**

**(The amendment strikes all after the enacting clause and inserts a
new text)**

113TH CONGRESS
2^D SESSION

H. R. 4924

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 HOUSE OF REPRESENTATIVES

JUNE 20, 2014

Mr. GOSAR (for himself, Mr. BARBER, Mr. FRANKS of Arizona, Mr. GRIJALVA, Mrs. KIRKPATRICK, Mr. SALMON, Mr. SCHWEIKERT, Ms. SINEMA, and Mr. PASTOR of Arizona) introduced the following bill; which was referred to the Committee on Natural Resources

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, acting
15 on behalf of the Department and, as specified,
16 the United States as trustee for the Hualapai
17 Tribe, the members of the Tribe, and the
18 allottees;

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

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

1 the Tribe and allottees, the Secretary of the In-
2 terior, the Arizona department of water re-
3 sources, Freeport Minerals Corporation, and
4 the Arizona Game and Fish Commission, to the
5 extent the Big Sandy River-Planet Ranch
6 Agreement is consistent with this Act; and

7 (B) the Hualapai Tribe Bill Williams River
8 Water Rights Settlement Agreement entered
9 into among the Tribe, the United States as
10 trustee for the Tribe, members of the Tribe, the
11 allottees, and the Freeport Minerals Corpora-
12 tion, to the extent the Hualapai Tribe Agree-
13 ment is consistent with this Act;

14 (3) to authorize and direct the Secretary—

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

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

1 (ii) to provide confirmation of those water
2 rights; and

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

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

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

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

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

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

22 (B) to enable the Tribe to secure Colorado
23 River water rights and appurtenant land, in-
24 crease security of the water rights of the Tribe,

1 and facilitate a settlement of the claims of the
2 Tribe for rights to Colorado River water.

3 **SEC. 3. DEFINITIONS.**

4 In this Act:

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

9 (2) ALLOTMENT.—The term “allotment” means
10 the 4 off-reservation parcels held in trust by the
11 United States for individual Indians in the Big
12 Sandy River basin in Mohave County, Arizona,
13 under the patents numbered 1039995, 1039996,
14 1039997, and 1019494.

15 (3) ALLOTTEE.—The term “allottee” means
16 any Indian owner of an allotment under a patent
17 numbered 1039995, 1039996, 1039997, or
18 1019494.

19 (4) ARIZONA GAME AND FISH COMMISSION.—
20 The term “Arizona Game and Fish Commission”
21 means the entity established pursuant to title 17 of
22 the Arizona Revised Statutes to control the Arizona
23 game and fish department (or a successor agency or
24 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.—The term “Big Sandy River-Planet Ranch
8 Agreement” means the Big Sandy River-Planet
9 Ranch Water Rights Settlement Agreement dated
10 July 2, 2014, and any amendment or exhibit (in-
11 cluding exhibit amendments) to that Agreement that
12 is—

13 (A) made in accordance with this Act; or
14 (B) otherwise approved by the Secretary
15 and the parties to the Big Sandy River-Planet
16 Ranch Agreement.

17 (7) BILL WILLIAMS RIVER WATERSHED.—The
18 term “Bill Williams River watershed” means the wa-
19 tershed drained by the Bill Williams River and the
20 tributaries of that river, including the Big Sandy
21 and Santa Maria Rivers.

22 (8) CONSERVATION PROGRAM.—The term
23 “Conservation Program” has the meaning given the
24 term “Lower Colorado River Multi-Species Con-
25 servation Program” in section 9401 of the Omnibus

1 Public Land Management Act of 2009 (Public Law
2 111–11; 123 Stat. 1327).

3 (9) CORPORATION.—

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

7 (B) INCLUSIONS.—The term “Corpora-
8 tion” includes all subsidiaries, affiliates, succes-
9 sors, and assigns of the Freeport Minerals Cor-
10 poration (such as Byner Cattle Company, incor-
11 porated in the State of Nevada).

12 (10) DEPARTMENT.—The term “Department”
13 means the Department of the Interior and all con-
14 stituent bureaus of that Department.

15 (11) ENFORCEABILITY DATE.—The term “en-
16 forceability date” means the date described in sec-
17 tion 9.

18 (12) FREEPORT GROUNDWATER WELLS.—

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

22 (i) 55–592824;

23 (ii) 55–595808;

24 (iii) 55–595810;

25 (iv) 55–200964; and

1 (v) 55–908273.

2 (B) INCLUSIONS.—The term “Freeport
3 Groundwater Wells” includes any replacement
4 of a well referred to in subparagraph (A) drilled
5 by or for the Corporation to supply water to the
6 Bagdad Mine Complex and Bagdad Townsite.

7 (C) EXCLUSIONS.—The term “Freeport
8 Groundwater Wells” does not include any other
9 well owned by the Corporation at any other lo-
10 cation.

11 (13) HUALAPAI TRIBE AGREEMENT.—The term
12 “Hualapai Tribe Agreement” means the Hualapai
13 Tribe Bill Williams River Water Rights Settlement
14 Agreement dated July 2, 2014, including any
15 amendment or exhibit (including exhibit amend-
16 ments) to that Agreement that is—

17 (A) made in accordance with this Act; or

18 (B) otherwise approved by the Secretary
19 and the parties to the Agreement.

20 (14) HUALAPAI TRIBE WATER RIGHTS SETTLE-
21 MENT AGREEMENT.—The term “Hualapai Tribe
22 Water Rights Settlement Agreement” means the
23 comprehensive settlement agreement in the process
24 of negotiation as of the date of enactment of this
25 Act to resolve the claims of the Tribe for rights to

1 Colorado River water and Verde River water with fi-
2 nality.

3 (15) INJURY.—

4 (A) IN GENERAL.—The term “injury”,
5 with respect to a water right, means any inter-
6 ference with, diminution of, or deprivation of
7 the water right under Federal, State, or other
8 law.

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

11 (16) LINCOLN RANCH.—The term “Lincoln
12 Ranch” means the property owned by the Corpora-
13 tion described in the special warranty deed recorded
14 on December 4, 1995, at Book 1995 and Page
15 05874 in the official records of La Paz County, Ari-
16 zona.

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

19 (A) is depicted as 3 contiguous allotments
20 identified as 1A, 1B, and 1C on the map at-
21 tached to the Big Sandy River-Planet Ranch
22 Agreement as exhibit 2.10; and

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

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

1 (A) is depicted on the map attached to the
2 Big Sandy River-Planet Ranch Agreement as
3 exhibit 2.10; and

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

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

7 (A) is depicted on the map attached to the
8 Big Sandy River-Planet Ranch Agreement as
9 exhibit 2.10;

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

11 (C) is part of the Hualapai Reservation
12 pursuant to Executive Order 1368 of June 2,
13 1911.

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

16 (A) the Big Sandy River-Planet Ranch
17 Agreement; or

18 (B) the Hualapai Tribe Agreement.

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

22 (A) in the special warranty deed recorded
23 on December 14, 2011, at Book 2011 and Page
24 05267 in the official records of La Paz County,
25 Arizona; and

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

3 (22) SECRETARY.—The term “Secretary”
4 means the Secretary of the Interior.

5 (23) SEVER AND TRANSFER APPLICATIONS.—
6 The term “sever and transfer applications” means
7 the applications filed or amended by the Corporation
8 and pending on the date of enactment of this Act to
9 sever and transfer certain water rights—

10 (A) from Lincoln Ranch and from Planet
11 Ranch to the Wikieup Wellfield for use at the
12 Bagdad Mine Complex and Bagdad Townsite;
13 and

14 (B) from portions of Planet Ranch (as de-
15 termined on the date on which the applications
16 were filed or amended) to new locations within
17 Planet Ranch.

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

23 (25) WATER RIGHT.—The term “water right”
24 means—

1 (A) any right in or to groundwater, surface
2 water, or effluent under Federal, State, or
3 other law; and

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

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

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

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

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

16 (2) any amendment to the Big Sandy River-
17 Planet Ranch Agreement executed to make the Big
18 Sandy River-Planet Ranch Agreement consistent
19 with this Act is authorized, ratified, and confirmed.

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

24 (1) the Big Sandy River-Planet Ranch Agree-
25 ment (including all exhibits to the Big Sandy River-

1 Planet Ranch Agreement requiring the signature of
2 the Secretary);

3 (2) any amendment to the Big Sandy River-
4 Planet Ranch Agreement (including any amendment
5 to an exhibit of the Big Sandy River-Planet Ranch
6 Agreement requiring the signature of the Secretary)
7 that is necessary to make the Big Sandy River-Plan-
8 et Ranch Agreement consistent with this Act; and

9 (3) a conditional withdrawal of each objection
10 filed by the Bureau of Indian Affairs, the Bureau of
11 Land Management, and the United States Fish and
12 Wildlife Service to the sever and transfer applica-
13 tions in the form set forth in exhibit 4.2.1(ii)(b) to
14 the Big Sandy River-Planet Ranch Agreement.

15 (c) MODIFICATIONS AND CORRECTIONS.—The Sec-
16 retary may execute any other amendment to the Big
17 Sandy River Planet-Ranch Agreement (including any
18 amendment to an exhibit to the Big Sandy River-Planet
19 Ranch Agreement requiring the signature of the Sec-
20 retary) that is not inconsistent with this Act, if the amend-
21 ment—

22 (1) is approved by the Secretary and the parties
23 to the Big Sandy River-Planet Ranch Agreement;
24 and

25 (2) does not require approval by Congress.

1 (d) PROHIBITION.—The Secretary shall not file an
2 objection to any amendment to the sever and transfer ap-
3 plications or any new sever or transfer application filed
4 by the Corporation to accomplish the sever and transfer
5 of 10,055 acre-feet per year of water rights from Planet
6 Ranch and Lincoln Ranch to the Wikieup Wellfield, sub-
7 ject to the condition that the form of such an amendment
8 or new application shall be substantially similar to a form
9 attached to the Big Sandy River-Planet Ranch Agreement
10 as exhibit 4.2.1(ii)(a)(1) or 4.2.1(ii)(a)(2).

11 **SEC. 5. HUALAPAI TRIBE AGREEMENT.**

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

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

17 (2) any amendment to the Hualapai Tribe
18 Agreement executed to make the Hualapai Tribe
19 Agreement consistent with this Act is authorized,
20 ratified, and confirmed.

21 (b) EXECUTION.—To the extent that the Hualapai
22 Tribe Agreement does not conflict with this Act, and in
23 support of the purposes of this Act, the Secretary shall
24 execute—

1 (1) the Hualapai Tribe Agreement (including
2 all exhibits to the Hualapai Tribe Agreement requir-
3 ing the signature of the Secretary); and

4 (2) any amendment to the Hualapai Tribe
5 Agreement (including any amendment to an exhibit
6 of the Hualapai Tribe Agreement requiring the sig-
7 nature of the Secretary) that is necessary to make
8 the Hualapai Tribe Agreement consistent with this
9 Act.

10 (c) MODIFICATIONS AND CORRECTIONS.—The Sec-
11 retary may execute any other amendment to the Hualapai
12 Tribe Agreement (including any amendment to an exhibit
13 to the Hualapai Tribe Agreement requiring the signature
14 of the Secretary) that is not inconsistent with this Act,
15 if the amendment—

16 (1) is approved by the Secretary and the parties
17 to the Hualapai Tribe Agreement; and

18 (2) does not require approval by Congress.

19 (d) CONTRIBUTION OF CORPORATION TO ECONOMIC
20 DEVELOPMENT FUND.—

21 (1) IN GENERAL.—The contribution of the Cor-
22 poration to the economic development fund of the
23 Tribe, as provided in section 8.1 of the Hualapai
24 Tribe Agreement—

1 (A) may be used by the Tribe for the lim-
2 ited purpose of facilitating settlement of the
3 claims of the Tribe for rights to Colorado River
4 water by enabling the Tribe—

5 (i) to acquire Colorado River water
6 rights with the intent to increase the secu-
7 rity of the water rights of the Tribe; and

8 (ii) to otherwise facilitate the use of
9 water on the Hualapai Reservation;

10 (B) shall be considered to be a non-Federal
11 contribution that counts toward any non-Fed-
12 eral contribution associated with a settlement of
13 the claims of the Tribe for rights to Colorado
14 River water; and

15 (C) shall not be—

16 (i) considered to be trust funds; or

17 (ii) subject to responsibility or man-
18 agement by the United States as trustee
19 for the Tribe, members of the Tribe, and
20 the allottees.

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

1 law in a permitted recharge facility in the State of
2 Arizona, subject to the conditions that—

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

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

12 (3) EXPIRATION.—The limitation provided
13 under paragraph (2) expires on the earlier of—

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

17 (B) December 31, 2039.

18 (4) COLORADO RIVER WATER RIGHTS COUNTED
19 AGAINST CLAIMS OF TRIBE.—

20 (A) IN GENERAL.—If the Hualapai Tribe
21 Water Rights Settlement Agreement does not
22 become enforceable by December 31, 2039, any
23 Colorado River water rights acquired by the
24 Tribe with the contribution of the Corporation
25 to the economic development fund of the Tribe

1 shall be counted, on an acre-foot per acre-foot
2 basis, toward the claims of the Tribe for rights
3 to Colorado River water.

4 (B) EFFECT OF PARAGRAPH.—Nothing in
5 this paragraph restricts any claim for rights of
6 the Tribe to Colorado River water.

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 the
15 Hualapai Tribe Water Rights Settlement Agreement, sub-
16 ject to approval by Congress.

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

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

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

1 (A) to assert any claim for breach of, or to
2 seek enforcement of, the Big Sandy River-Plan-
3 et Ranch Agreement or this Act in any court of
4 competent jurisdiction (but not a tribal court);
5 and

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

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

13 (1) IN GENERAL.—Except as provided in para-
14 graph (3), the Tribe and the United States, acting
15 as trustee for the Tribe and members of the Tribe,
16 are authorized to execute a waiver and release of all
17 claims against the Corporation for—

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

22 (B) all past and present claims for injury
23 to water rights arising before the enforceability
24 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 court of
23 competent jurisdiction (but not a tribal court);
24 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 court of
18 competent jurisdiction (but not a tribal court);
19 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 or the Big Sandy River-Planet
22 Ranch Agreement; and

23 (C) all past, present, and future claims
24 arising out of, or relating in any manner to, the

1 negotiation or execution of the Hualapai Tribe
2 Agreement.

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

5 (A) be in the form set forth in exhibit
6 7.1(ii) to the Hualapai Tribe Agreement; and

7 (B) take effect on the enforceability date.

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

13 (A) subject to paragraph 10.5 of the
14 Hualapai Tribe Agreement, a claim for breach
15 of, or to seek enforcement of, the Hualapai
16 Tribe Agreement or this Act in any court of
17 competent jurisdiction (but not a tribal court);

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

22 (C) any past, present, or future claim to
23 water rights that is not inconsistent with the
24 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.—In consideration for the ben-
5 efits to the Tribe, as set forth in the Big Sandy
6 River-Planet Ranch Agreement, the Hualapai Tribe
7 Agreement, and this Act, except as provided in para-
8 graph (3), the Tribe, on behalf of the Tribe and the
9 members of the Tribe, is authorized to execute a
10 waiver and release of all claims against the United
11 States and the agents and employees of the United
12 States for—

13 (A) all past, present, and future claims re-
14 lating to claims for water rights for Parcel 3 in
15 excess of 300 acre-feet per year that the United
16 States, acting as trustee for the Tribe, asserted
17 or could have asserted against any party to the
18 Big Sandy River-Planet Ranch Agreement or
19 the Hualapai Tribe Agreement, including the
20 Corporation, including claims relating to—

21 (i) loss of water, water rights, land, or
22 natural resources due to loss of water or
23 water rights on Parcel 3 (including dam-
24 ages, losses, or injuries to hunting, fishing,
25 and gathering rights due to loss of water,

1 water rights, or subordination of water
2 rights); or

3 (ii) failure to protect, acquire, replace,
4 or develop water, water rights, or water in-
5 frastructure on Parcel 3;

6 (B) all past, present, and future claims re-
7 lating to injury to water rights associated with
8 Parcel 3 arising from withdrawal of a protest to
9 the sever and transfer applications referenced
10 in the Big Sandy River-Planet Ranch Agree-
11 ment;

12 (C) all claims relating to injury to water
13 rights arising after the enforceability date asso-
14 ciated with Parcel 3, resulting from the diver-
15 sion of water by the Corporation from the Bill
16 Williams River watershed in a manner not in
17 violation of the Hualapai Tribe Agreement; and

18 (D) all past, present, and future claims re-
19 lating to any potential injury arising out of, or
20 relating in any manner to, the negotiation or
21 execution of the Big Sandy River-Planet Ranch
22 Agreement or the Hualapai Tribe Agreement.

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

1 (A) be in the form set forth in, as applica-
2 ble—

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

5 (ii) exhibit 7.3(ii) to the Hualapai
6 Tribe Agreement; and

7 (B) take effect on the enforceability date.

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

11 (A) to assert any claim for breach of, or to
12 seek enforcement of, the Big Sandy River-Plan-
13 et Ranch Agreement, the Hualapai Tribe
14 Agreement, or this Act in any court of com-
15 petent jurisdiction (but not a tribal court); and

16 (B) to assert any past, present, or future
17 claim to a water right that is not inconsistent
18 with the Big Sandy River-Planet Ranch Agree-
19 ment, the Hualapai Tribe Agreement, or this
20 Act.

21 **SEC. 7. ADMINISTRATION.**

22 (a) AMENDMENTS.—

23 (1) DEFINITIONS.—Section 9401 of the Omni-
24 bus Public Land Management Act of 2009 (Public
25 Law 111–11; 123 Stat. 1327) is amended—

1 (A) by redesignating paragraphs (1)
2 through (5) as paragraphs (2) through (6), re-
3 spectively; and

4 (B) by inserting before paragraph (2) (as
5 so redesignated) the following:

6 “(1) BIG SANDY RIVER-PLANET RANCH AGREE-
7 MENT.—The term ‘Big Sandy River-Planet Ranch
8 Agreement’ has the meaning given the term in sec-
9 tion 3 of the Bill Williams River Water Rights Set-
10 tlement Act of 2014.”.

11 (2) ENFORCEABILITY.—Section 9403 of the
12 Omnibus Public Land Management Act of 2009
13 (Public Law 111–11; 123 Stat. 1328) is amended—

14 (A) by striking the section designation and
15 heading and all that follows through “Due to”
16 in subsection (a) and inserting the following:

17 **“SEC. 9403. ENFORCEABILITY.**

18 **“(a) CIVIL ACTIONS.—**

19 **“(1) COLORADO RIVER CIVIL ACTIONS.—**

20 **“(A) DESCRIPTION OF CIVIL ACTION.—**
21 **Due to”;** and

22 (B) in subsection (a) (as amended by sub-
23 paragraph (A))—

24 (i) in paragraph (1) (as so amended),
25 by adding at the end the following:

1 “(B) VENUE.—Any civil action under this
2 paragraph may be brought in any United States
3 district court in the State in which any non-
4 Federal party to the civil action is situated.”;
5 and

6 (ii) by adding at the end the fol-
7 lowing:

8 “(2) BILL WILLIAMS CIVIL ACTIONS.—

9 “(A) DESCRIPTION OF CIVIL ACTION.—
10 Due to the unique role of the Lower Colorado
11 River Multi-Species Conservation Program in
12 resolving competing water rights claims in the
13 Bill Williams River watershed (as defined in
14 section 3 of the Bill Williams River Water
15 Rights Settlement Act of 2014) and other
16 claims among the parties to the Big Sandy-
17 River Planet Ranch Agreement, any party to
18 the Big Sandy River-Planet Ranch Agreement
19 may commence a civil action in a court de-
20 scribed in subparagraph (B) relating only and
21 directly to the interpretation or enforcement
22 of—

23 “(i) the Bill Williams River Water
24 Rights Settlement Act of 2014; or

1 “(ii) the Big Sandy River-Planet
2 Ranch Agreement.

3 “(B) VENUE.—A civil action under this
4 paragraph may be brought in—

5 “(i) the United States District Court
6 for the District of Arizona; or

7 “(ii) a State court of competent juris-
8 diction where a pending action has been
9 brought to adjudicate the water rights as-
10 sociated with the Bill Williams River sys-
11 tem and source, in accordance with the au-
12 thority provided by section 208 of the Act
13 of July 10, 1952 (commonly known as the
14 ‘McCarran Amendment’) (43 U.S.C.
15 666).”;

16 (3) in subsection (b)—

17 (A) by striking “The district” and insert-
18 ing the following:

19 “(1) IN GENERAL.—The district”;

20 (B) in paragraph (1) (as so designated), by
21 striking “such actions” and inserting “civil ac-
22 tions described in subsection (a)(1)”; and

23 (C) by adding at the end the following:

24 “(2) STATE COURTS AND DISTRICT COURTS.—

25 A State court or United States district court—

1 “(A) shall have jurisdiction over civil ac-
2 tions described in subsection (a)(2); and

3 “(B) may issue such orders, judgments,
4 and decrees as are consistent with the exercise
5 of jurisdiction by the court pursuant to—

6 “(i) this section; or

7 “(ii) section 7 of the Bill Williams
8 River Water Rights Settlement Act of
9 2014.

10 “(3) EFFECT OF SUBSECTION.—Nothing in this
11 subsection affects the jurisdiction that would other-
12 wise be available in accordance with the authority
13 provided by section 208 of the Act of July 10, 1952
14 (commonly known as the ‘McCarran Amendment’)
15 (43 U.S.C. 666).”;

16 (4) in subsection (d)(2), by striking the para-
17 graph designation and heading and all that follows
18 through subparagraph (A) and inserting the fol-
19 lowing:

20 “(2) APPLICABILITY.—This section—

21 “(A) applies only to—

22 “(i) the Lower Colorado River Multi-
23 Species Conservation Program;

24 “(ii) the Bill Williams River Water
25 Rights Settlement Act of 2014; and

1 “(iii) the Big Sandy River-Planet
2 Ranch Agreement; and”;

3 (5) by striking subsection (e).

4 (b) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—

5 (1) IN GENERAL.—If any party to the Big
6 Sandy River-Planet Ranch Agreement or the
7 Hualapai Tribe Agreement brings a civil action in a
8 court described in paragraph (2) relating only and
9 directly to the interpretation or enforcement of this
10 Act (or an amendment made by this Act), the Big
11 Sandy River-Planet Ranch Agreement, or the
12 Hualapai Tribe Agreement—

13 (A) the Tribe and the United States, act-
14 ing as trustee for the Tribe, members of the
15 Tribe, or the allottees, may be named as a
16 party or joined in the civil action; and

17 (B) any claim by the Tribe or the United
18 States, acting as trustee for the Tribe, members
19 of the Tribe, or the allottees, to sovereign im-
20 munity from the civil action is waived, but only
21 for the limited and sole purpose of the interpre-
22 tation or enforcement of this Act (or an amend-
23 ment made by this Act), the Big Sandy River-
24 Planet Ranch Agreement, or the Hualapai
25 Tribe Agreement.

1 (2) VENUE.—A court referred to in paragraph
2 (1) is—

3 (A) the United States District Court for
4 the District of Arizona; or

5 (B) a State court of competent jurisdiction
6 where a pending action has been brought to ad-
7 judicate the water rights associated with the
8 Bill Williams River system and source, in ac-
9 cordance with the authority provided by section
10 208 of the Act of July 10, 1952 (commonly
11 known as the “McCarran Amendment”) (43
12 U.S.C. 666).

13 (3) JURISDICTION.—A State court or a United
14 States district court—

15 (A) shall have jurisdiction over civil actions
16 described in paragraph (1); and

17 (B) may issue such orders, judgments, and
18 decrees as are consistent with the exercise of ju-
19 risdiction by the court pursuant to—

20 (i) this section; or

21 (ii) section 9403(b) of the Omnibus
22 Public Land Management Act of 2009
23 (Public Law 111–11; 123 Stat. 1328).

24 (4) NONWAIVER FOR CERTAIN CLAIMS.—Noth-
25 ing in this subsection waives the sovereign immunity

1 of the Tribe or the United States, acting as trustee
2 for the Tribe, members of the Tribe, or the allottees,
3 to claims for monetary damages, costs, or attorneys'
4 fees.

5 (c) ANTIDEFICIENCY.—

6 (1) IN GENERAL.—Notwithstanding any author-
7 ization of appropriations to carry out this Act, the
8 expenditure or advance of any funds, and the per-
9 formance of any obligation by the Department in
10 any capacity, pursuant to this Act shall be contin-
11 gent on the appropriation of funds for that expendi-
12 ture, advance, or performance.

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

17 (d) PUBLIC ACCESS.—Nothing in this Act prohibits
18 reasonable public access to the Conservation Program land
19 at Planet Ranch or Lincoln Ranch in a manner that is
20 consistent with all applicable Federal and State laws and
21 any applicable conservation management plan imple-
22 mented under the Conservation Program.

23 (e) EFFECT.—Nothing in the Big Sandy River-Plan-
24 et Ranch Agreement, the Hualapai Tribe Agreement, or
25 this Act—

1 (1) affects the ability of the United States to
2 carry out any action in the capacity of the United
3 States as trustee for any other Indian tribe or allot-
4 tee;

5 (2) except as provided in subsections (a) and
6 (b), confers jurisdiction on any State court—

7 (A) to interpret Federal law or determine
8 the duties of the United States or any other
9 party pursuant to Federal law; or

10 (B) to conduct judicial review of a Federal
11 agency action; or

12 (3) limits the right of any member of the Tribe
13 (acting in an individual capacity) to assert or ac-
14 quire any water right based on State law.

15 **SEC. 8. ENVIRONMENTAL COMPLIANCE.**

16 (a) IN GENERAL.—In implementing the Big Sandy
17 River-Planet Ranch Agreement, the Hualapai Tribe
18 Agreement, and this Act, the Secretary shall comply with
19 all applicable Federal environmental laws (including regu-
20 lations), including—

21 (1) the National Environmental Policy Act of
22 1969 (42 U.S.C. 4321 et seq.); and

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

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

7 (c) UNITED STATES ENFORCEMENT AUTHORITY.—
8 Nothing in this Act, the Big Sandy River-Planet Ranch
9 Agreement, or the Hualapai Tribe Agreement affects any
10 right of the United States to take any action (including
11 any environmental action) under any law (including regu-
12 lations and common law) relating to human health, safety,
13 or the environment.

14 **SEC. 9. ENFORCEABILITY DATE.**

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

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

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

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

11 (3) the Secretary and the Arizona Game and
12 Fish Commission have executed and filed with
13 ADWR a conditional withdrawal of each objection
14 described in section 4(b)(3);

15 (4)(A) ADWR has issued a conditional order
16 approving the sever and transfer applications of the
17 Corporation; and

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

20 (i) conditionally withdrawn; or

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

23 (5) the Secretary has provided a notice to the
24 parties to the Big Sandy River-Planet Ranch Agree-
25 ment and the Hualapai Tribe Agreement that the

1 Department has completed the legally required envi-
2 ronmental compliance described in section 8;

3 (6) the steering committee for the Conservation
4 Program has approved and authorized the manager
5 of the Conservation Program to execute the lease in
6 the form as set forth in exhibit 2.33 to the Big
7 Sandy River-Planet Ranch Agreement; and

8 (7) the waivers and releases authorized by sec-
9 tion 6 have been executed by the Tribe and the Sec-
10 retary.

11 (b) RATIFICATION AND EXECUTION OF AGREE-
12 MENTS.—Notwithstanding subsection (a), for purposes of
13 sections 4, 5, and 8, the Secretary shall carry out the re-
14 quirements of this Act as promptly as practicable after
15 the date of enactment of this Act.

16 (c) FAILURE OF ENFORCEABILITY DATE TO
17 OCCUR.—If the Secretary does not publish a statement
18 of findings under subsection (a) by December 15, 2015,
19 or an extended date agreed to by the Tribe, the Secretary,
20 and the Corporation, after providing reasonable notice to
21 the State of Arizona—

22 (1) this Act is repealed effective beginning on
23 the later of—

24 (A) December 31, 2015; and

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

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

8 (3) the Tribe, members of the Tribe, the
9 allottees, and the United States, acting as trustee
10 for the Tribe, members of the Tribe, and the
11 allottees, shall retain the right to assert past,
12 present, and future claims to water rights and
13 claims for injury to water rights in the Bill Williams
14 River watershed.