

117TH CONGRESS  
2D SESSION

# S. 4104

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## AN ACT

To approve the settlement of water rights claims of the Hualapai Tribe and certain allottees in the State of Arizona, to authorize construction of a water project relating to those water rights claims, and for other purposes.

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

1 **SECTION 1. SHORT TITLE.**

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

4 **SEC. 2. PURPOSES.**

5 The purposes of this Act are—

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

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

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

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

20 (3) to authorize and direct the Secretary to exe-  
21 cute and perform the duties and obligations of the  
22 Secretary under the Hualapai Tribe water rights  
23 settlement agreement and this Act; and

24 (4) to authorize the appropriation of funds nec-  
25 essary to carry out the Hualapai Tribe water rights  
26 settlement agreement and this Act.

1 **SEC. 3. DEFINITIONS.**

2 In this Act:

3 (1) 1947 JUDGMENT.—The term “1947 Judgment” means the Judgment and the Stipulation and  
4 Agreement, including exhibits to the Judgment and  
5 the Stipulation and Agreement, entered on March  
6 13, 1947, in United States v. Santa Fe Pac. R.R.  
7 Co., No. E-190 (D. Ariz.) and attached to the  
8 Hualapai Tribe water rights settlement agreement  
9 as Exhibit 3.1.1.  
10

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

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

15 (A) held in trust by the United States for  
16 individual Indians in the Big Sandy River basin  
17 in Mohave County, Arizona, under the patents  
18 numbered 1039995, 1039996, 1039997, and  
19 1019494; and

20 (B) identified as Parcels 1A, 1B, 1C, and  
21 2 on the map attached to the Hualapai Tribe  
22 water rights settlement agreement as Exhibit  
23 3.1.6.

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

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

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

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

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

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

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

23           (8) BILL WILLIAMS RIVER PHASE 2 ENFORCE-  
24           ABILITY DATE.—The term “Bill Williams River

1 Phase 2 Enforceability Date” means the date de-  
2 scribed in section 14(d).

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

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

14 (11) CAP CONTRACTOR.—

15 (A) IN GENERAL.—The term “CAP con-  
16 tractor” means a person that has entered into  
17 a CAP contract.

18 (B) INCLUSION.—The term “CAP con-  
19 tractor” includes the Hualapai Tribe.

20 (12) CAP FIXED OM&R CHARGE.—The term  
21 “CAP fixed OM&R charge” has the meaning given  
22 the term “Fixed OM&R Charge” in the CAP repay-  
23 ment stipulation.

24 (13) CAP M&I PRIORITY WATER.—The term  
25 “CAP M&I priority water” means water within the

1 available CAP supply having a municipal and indus-  
2 trial delivery priority.

3 (14) CAP NIA PRIORITY WATER.—The term  
4 “CAP NIA priority water” means water within the  
5 available CAP supply having a non-Indian agricul-  
6 tural delivery priority.

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

9 (A) the 1 or more entities authorized to as-  
10 sume responsibility for the care, operation,  
11 maintenance, and replacement of the CAP sys-  
12 tem; and

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

16 (16) CAP PUMPING ENERGY CHARGE.—The  
17 term “CAP pumping energy charge” has the mean-  
18 ing given the term “Pumping Energy Charge” in the  
19 CAP repayment stipulation.

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

22 (A) the contract dated December 1, 1988  
23 (Contract No. 14–06–W–245, Amendment No.  
24 1), between the United States and the Central  
25 Arizona Water Conservation District for the

1 Delivery of Water and Repayment of Costs of  
2 the Central Arizona Project; and

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

5 (18) CAP REPAYMENT STIPULATION.—The  
6 term “CAP repayment stipulation” means the Stipu-  
7 lated Judgment and the Stipulation for Judgment,  
8 including any exhibits to those documents, entered  
9 on November 21, 2007, in the United States District  
10 Court for the District of Arizona in the consolidated  
11 civil action Central Arizona Water Conservation Dis-  
12 trict v. United States, numbered CIV 95–625–TUC–  
13 WDB (EHC) and CIV 95–1720–PHX–EHC.

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

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

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

25 (A) the Mark Wilmer Pumping Plant;

- 1 (B) the Hayden-Rhodes Aqueduct;  
2 (C) the Fannin-McFarland Aqueduct;  
3 (D) the Tucson Aqueduct;  
4 (E) any pumping plant or appurtenant  
5 work of a feature described in subparagraph  
6 (A), (B), (C), or (D); and  
7 (F) any extension of, addition to, or re-  
8 placement for a feature described in subpara-  
9 graph (A), (B), (C), (D), or (E).

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

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

18 (24) CENTRAL ARIZONA WATER CONSERVATION  
19 DISTRICT.—The term “Central Arizona Water Con-  
20 servation District” means the political subdivision of  
21 the State that is the contractor under the CAP re-  
22 payment contract.

23 (25) COLORADO RIVER COMPACT.—The term  
24 “Colorado River Compact” means the Colorado  
25 River Compact of 1922, as ratified and reprinted in



1 article 2 of chapter 7 of title 45, Arizona Revised  
2 Statutes.

3 (26) COLORADO RIVER WATER ENTITLE-  
4 MENT.—The term “Colorado River water entitle-  
5 ment” means the right or authorization to use Colo-  
6 rado River water in the State through a mainstem  
7 contract with the Secretary pursuant to section 5 of  
8 the Boulder Canyon Project Act (43 U.S.C. 617d).

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

11 (28) DIVERT.—The term “divert” means to re-  
12 ceive, withdraw, develop, produce, or capture water  
13 using—

14 (A) a ditch, canal, flume, bypass, pipeline,  
15 pit, collection or infiltration gallery, conduit,  
16 well, pump, turnout, dam, or any other mechan-  
17 ical device; or

18 (B) any other act of man.

19 (29) DOMESTIC PURPOSE.—

20 (A) IN GENERAL.—The term “domestic  
21 purpose” means any use relating to the supply,  
22 service, or activity of a household or private res-  
23 idence.

24 (B) INCLUSIONS.—The term “domestic  
25 purpose” includes the application of water to

1 not more than 2 acres of land to produce a  
2 plant or parts of a plant for—

3 (i) sale or human consumption; or

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

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

8 (A) has been used in the State for domes-  
9 tic, municipal, or industrial purposes, other  
10 than solely for hydropower generation; and

11 (B) is available for reuse for any purpose,  
12 regardless or whether the water has been treat-  
13 ed to improve the quality of the water.

14 (31) ENFORCEABILITY DATE.—The term “En-  
15 forceability Date” means the date described in sec-  
16 tion 14(a).

17 (32) EXCHANGE.—The term “exchange” means  
18 a trade between 1 or more persons of any water for  
19 any other water, if each person has a right or claim  
20 to use the water the person provides in the trade, re-  
21 gardless of whether the water is traded in equal  
22 quantities or other consideration is included in the  
23 trade.

24 (33) FOURTH PRIORITY WATER.—The term  
25 “fourth priority water” means Colorado River water

1 that is available for delivery in the State for the sat-  
2 isfaction of entitlements—

3 (A) in accordance with contracts, Secre-  
4 tarial reservations, perfected rights, and other  
5 arrangements between the United States and  
6 water users in the State entered into or estab-  
7 lished after September 30, 1968, for use on  
8 Federal, State, or privately owned land in the  
9 State, in a total quantity of not greater than  
10 164,652 AFY of diversions; and

11 (B) after first providing for the delivery of  
12 Colorado River water for the CAP system, in-  
13 cluding for use on Indian land, under section  
14 304(e) of the Colorado River Basin Project Act  
15 (43 U.S.C. 1524(e)), in accordance with the  
16 CAP repayment contract.

17 (34) FREEPORT.—

18 (A) IN GENERAL.—The term “Freeport”  
19 means the Delaware corporation named “Free-  
20 port Minerals Corporation”.

21 (B) INCLUSIONS.—The term “Freeport”  
22 includes all subsidiaries, affiliates, successors,  
23 and assigns of Freeport Minerals Corporation,  
24 including Byner Cattle Company, a Nevada cor-  
25 poration.

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

8           (36) GILA RIVER ADJUDICATION COURT.—The  
 9           term “Gila River adjudication court” means the Su-  
 10          perior Court of the State, in and for the County of  
 11          Maricopa, exercising jurisdiction over the Gila River  
 12          adjudication.

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

19          (38) GROUNDWATER.—The term “ground-  
 20          water” means all water beneath the surface of the  
 21          Earth within the State that is not—

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

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

4                   (A) is located in the State;

5                   (B) is located outside the exterior bound-  
6           aries of the Hualapai Reservation or Hualapai  
7           trust land; and

8                   (C) as of the Enforceability Date, is owned  
9           by the Hualapai Tribe, including by a tribally  
10          owned corporation.

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

13                   (A) the Hualapai Reservation;

14                   (B) Hualapai trust land; and

15                   (C) Hualapai fee land.

16          (41) HUALAPAI RESERVATION.—The term  
17          “Hualapai Reservation” means the land within the  
18          exterior boundaries of the Hualapai Reservation, in-  
19          cluding—

20                   (A) all land withdrawn by the Executive  
21          order dated January 4, 1883, as modified by  
22          the May 28, 1942, order of the Secretary pur-  
23          suant to the Act of February 20, 1925 (43  
24          Stat. 954, chapter 273);

1 (B) the land identified by the Executive or-  
2 ders dated December 22, 1898, May 14, 1900,  
3 and June 2, 1911; and

4 (C) the land added to the Hualapai Res-  
5 ervation by sections 11 and 12.

6 (42) HUALAPAI TRIBE.—The term “Hualapai  
7 Tribe” means the Hualapai Tribe, a federally recog-  
8 nized Indian Tribe of Hualapai Indians organized  
9 under section 16 of the Act of June 18, 1934 (25  
10 U.S.C. 5123) (commonly known as the “Indian Re-  
11 organization Act”).

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

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

17 (B) was retained by the Secretary for re-  
18 allocation to Indian Tribes in the State pursu-  
19 ant to section 104(a)(1)(A)(iii) of the Central  
20 Arizona Project Settlement Act of 2004 (Public  
21 Law 108–451; 118 Stat. 3487); and

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

24 (44) HUALAPAI TRIBE WATER DELIVERY CON-  
25 TRACT.—The term “Hualapai Tribe water delivery

1 contract” means the contract entered into in accord-  
2 ance with the Hualapai Tribe water rights settle-  
3 ment agreement and section 13(c) for the delivery of  
4 Hualapai Tribe CAP water.

5 (45) HUALAPAI TRIBE WATER RIGHTS SETTLE-  
6 MENT AGREEMENT.—

7 (A) IN GENERAL.—The term “Hualapai  
8 Tribe water rights settlement agreement”  
9 means the agreement, including exhibits, enti-  
10 tled “Hualapai Tribe Water Rights Settlement  
11 Agreement” and dated February 11, 2019.

12 (B) INCLUSIONS.—The term “Hualapai  
13 Tribe water rights settlement agreement” in-  
14 cludes—

15 (i) any amendments necessary to  
16 make the Hualapai Tribe water rights set-  
17 tlement agreement consistent with this  
18 Act; and

19 (ii) any other amendments approved  
20 by the parties to the Hualapai Tribe water  
21 rights settlement agreement and the Sec-  
22 retary.

23 (46) HUALAPAI TRUST LAND.—The term  
24 “Hualapai trust land” means land, other than  
25 Hualapai fee land, that is—

- 1 (A) located—  
2 (i) in the State; and  
3 (ii) outside the exterior boundaries of  
4 the Hualapai Reservation; and  
5 (B) as of the Enforceability Date, held in  
6 trust by the United States for the benefit of the  
7 Hualapai Tribe.

8 (47) HUALAPAI WATER PROJECT.—The term  
9 “Hualapai Water Project” means the project con-  
10 structed in accordance with section 6(a)(7)(A).

11 (48) HUALAPAI WATER TRUST FUND AC-  
12 COUNT.—The term “Hualapai Water Trust Fund  
13 Account” means the account established under sec-  
14 tion 6(a)(1).

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

19 (50) INJURY TO WATER RIGHTS.—

20 (A) IN GENERAL.—The term “injury to  
21 water rights” means any interference with, dim-  
22 inution of, or deprivation of, a water right  
23 under Federal, State, or other law.



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

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

7 (52) LOWER COLORADO RIVER BASIN DEVELOP-  
8 MENT FUND.—The term “Lower Colorado River  
9 Basin Development Fund” means the fund estab-  
10 lished by section 403(a) of the Colorado River Basin  
11 Project Act (43 U.S.C. 1543(a)).

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

15 (54) OM&R.—The term “OM&R” means—

16 (A) any recurring or ongoing activity relat-  
17 ing to the day-to-day operation of a project;

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

20 (C) any activity relating to replacing a fea-  
21 ture of a project.

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

24 (A) depicted as 3 contiguous allotments  
25 identified as 1A, 1B, and 1C on the map at-

1           tached to the Hualapai Tribe water rights set-  
2           tlement agreement as Exhibit 3.1.6; and

3                   (B) held in trust for certain allottees.

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

6                   (A) depicted as “Parcel 2” on the map at-  
7           tached to the Hualapai Tribe water rights set-  
8           tlement agreement as Exhibit 3.1.6; and

9                   (B) held in trust for certain allottees.

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

12                   (A) depicted as “Parcel 3” on the map at-  
13          tached to the Hualapai Tribe water rights set-  
14          tlement agreement as Exhibit 3.1.6;

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

17                   (C) part of the Hualapai Reservation pur-  
18          suant to Executive Order 1368, dated June 2,  
19          1911.

20          (58) PARTY.—The term “party” means a per-  
21          son that is a signatory to the Hualapai Tribe water  
22          rights settlement agreement.

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

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

3           (61) STOCK WATERING.—The term “stock wa-  
4 tering” means the watering of livestock, range live-  
5 stock, or poultry.

6           (62) SURFACE WATER.—The term “surface  
7 water” means all water in the State that is appro-  
8 priable under State law.

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

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

17                   (A) groundwater;

18                   (B) surface water;

19                   (C) effluent; and

20                   (D) Colorado River water.

21           (65) WATER RIGHT.—The term “water right”  
22 means any right in or to groundwater, surface  
23 water, effluent, or Colorado River water under Fed-  
24 eral, State, or other law.

1 **SEC. 4. RATIFICATION AND EXECUTION OF HUALAPAI**  
2 **TRIBE WATER RIGHTS SETTLEMENT AGREE-**  
3 **MENT.**

4 (a) **RATIFICATION.**—

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

10 (2) **AMENDMENTS.**—If an amendment to the  
11 Hualapai Tribe water rights settlement agreement,  
12 or to any exhibit attached to the Hualapai Tribe  
13 water rights settlement agreement requiring the sig-  
14 nature of the Secretary, is executed in accordance  
15 with this Act to make the Hualapai Tribe water  
16 rights settlement agreement consistent with this Act,  
17 the amendment is authorized, ratified, and con-  
18 firmed, to the extent the amendment is consistent  
19 with this Act.

20 (b) **EXECUTION.**—

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

1 Tribe water rights settlement agreement requiring  
2 the signature of the Secretary.

3 (2) MODIFICATIONS.—Nothing in this Act pro-  
4 hibits the Secretary from approving any modification  
5 to an appendix or exhibit to the Hualapai Tribe  
6 water rights settlement agreement that is consistent  
7 with this Act, to the extent the modification does not  
8 otherwise require congressional approval under sec-  
9 tion 2116 of the Revised Statutes (25 U.S.C. 177)  
10 or any other applicable provision of Federal law.

11 (c) ENVIRONMENTAL COMPLIANCE.—

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

18 (A) the Endangered Species Act of 1973  
19 (16 U.S.C. 1531 et seq.);

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

23 (C) all other applicable Federal environ-  
24 mental laws and regulations.

25 (2) COMPLIANCE.—

1 (A) IN GENERAL.—In implementing the  
2 Hualapai Tribe water rights settlement agree-  
3 ment and this Act, the Hualapai Tribe shall  
4 prepare any necessary environmental docu-  
5 ments, consistent with all applicable provisions  
6 of—

7 (i) the Endangered Species Act of  
8 1973 (16 U.S.C. 1531 et seq.);

9 (ii) the National Environmental Policy  
10 Act of 1969 (42 U.S.C. 4321 et seq.), in-  
11 cluding the implementing regulations of  
12 that Act; and

13 (iii) all other applicable Federal envi-  
14 ronmental laws and regulations.

15 (B) AUTHORIZATIONS.—The Secretary  
16 shall—

17 (i) independently evaluate the docu-  
18 mentation submitted under subparagraph  
19 (A); and

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

22 (3) EFFECT OF EXECUTION.—The execution of  
23 the Hualapai Tribe water rights settlement agree-  
24 ment by the Secretary under this section shall not  
25 constitute a major action for purposes of the Na-

1 tional Environmental Policy Act of 1969 (42 U.S.C.  
2 4321 et seq.).

3 **SEC. 5. WATER RIGHTS.**

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

5 (1) HUALAPAI TRIBE.—The United States shall  
6 hold the following water rights in trust for the ben-  
7 efit of the Hualapai Tribe:

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

12 (B) The water rights for Hualapai trust  
13 land described in subparagraph 4.4 of the  
14 Hualapai Tribe water rights settlement agree-  
15 ment.

16 (C) The water rights described in section  
17 12(e)(2) for any land taken into trust by the  
18 United States for the benefit of the Hualapai  
19 Tribe—

20 (i) after the Enforceability Date; and

21 (ii) in accordance with section

22 12(e)(1).

23 (D) All Hualapai Tribe CAP water.

24 (2) ALLOTTEES.—The United States shall hold  
25 in trust for the benefit of the allottees all water

1 rights for the allotments described in subparagraph  
2 4.3.2 of the Hualapai Tribe water rights settlement  
3 agreement.

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

8 (1) The water rights for the Hualapai Reserva-  
9 tion described in subparagraph 4.2 of the Hualapai  
10 Tribe water rights settlement agreement.

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

14 (3) Any Colorado River water entitlement pur-  
15 chased by the Hualapai Tribe wholly or substantially  
16 with amounts in the Economic Development Fund  
17 described in section 8.1 of the Amended and Re-  
18 stated Hualapai Tribe Bill Williams River Water  
19 Rights Settlement Agreement.

20 (c) ALIENATION.—Any Colorado River water entitle-  
21 ment purchased by the Hualapai Tribe wholly or substan-  
22 tially with amounts in the Economic Development Fund  
23 described in section 8.1 of the Amended and Restated  
24 Hualapai Tribe Bill Williams River Water Rights Settle-



1 ment Agreement shall be restricted against permanent  
2 alienation by the Hualapai Tribe.

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

6 (e) COLORADO RIVER WATER ENTITLEMENTS.—

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

13 (2) STORAGE.—

14 (A) IN GENERAL.—Subject to paragraphs  
15 (3) and (5), the Hualapai Tribe may store Colo-  
16 rado River water available under any Colorado  
17 River water entitlement purchased by or do-  
18 nated to the Hualapai Tribe at underground  
19 storage facilities or groundwater savings facili-  
20 ties located within the State and in accordance  
21 with State law.

22 (B) ASSIGNMENTS.—The Hualapai Tribe  
23 may assign any long-term storage credits ac-  
24 crued as a result of storage under subpara-  
25 graph (A) in accordance with State law.

1           (3) TRANSFERS.—The Hualapai Tribe may  
2 transfer the entitlement for use or storage under  
3 paragraph (1) or (2), respectively, to another loca-  
4 tion within the State, including the Hualapai Res-  
5 ervation, in accordance with the Hualapai Tribe  
6 water rights settlement agreement and all applicable  
7 Federal and State laws governing the transfer of  
8 Colorado River water entitlements within the State.

9           (4) LEASES.—The Hualapai Tribe may lease  
10 any Colorado River water entitlement for use or  
11 storage under paragraph (1) or (2), respectively, to  
12 a water user within the State, in accordance with  
13 the Hualapai Tribe water rights settlement agree-  
14 ment and all applicable Federal and State laws gov-  
15 erning the transfer of Colorado River water entitle-  
16 ments within the State.

17           (5) TRANSPORTS.—The Hualapai Tribe, or any  
18 person who leases a Colorado River water entitle-  
19 ment from the Hualapai Tribe under paragraph (4),  
20 may transport Colorado River water available under  
21 the Colorado River water entitlement through the  
22 Central Arizona Project in accordance with all laws  
23 of the United States and the agreements between  
24 the United States and the Central Arizona Water  
25 Conservation District governing the use of the Cen-

1       tral Arizona Project to transport water other than  
2       CAP water.

3       (f) USE OFF-RESERVATION.—No water rights to  
4 groundwater under the Hualapai Reservation or Hualapai  
5 trust land, or to surface water on the Hualapai Reserva-  
6 tion or Hualapai trust land, may be sold, leased, trans-  
7 ferred, or used outside the boundaries of the Hualapai  
8 Reservation or Hualapai trust land, other than under an  
9 exchange.

10       (g) GROUNDWATER TRANSPORTATION.—

11           (1) FEE LAND.—Groundwater may be trans-  
12 ported in accordance with State law away from  
13 Hualapai fee land and away from land acquired in  
14 fee by the Hualapai Tribe, including by a tribally  
15 owned corporation, after the Enforceability Date.

16           (2) LAND ADDED TO HUALAPAI RESERVA-  
17 TION.—Groundwater may be transported in accord-  
18 ance with State law away from land added to the  
19 Hualapai Reservation by sections 11 and 12 to other  
20 land within the Hualapai Reservation.

21 **SEC. 6. HUALAPAI WATER TRUST FUND ACCOUNT; CON-**  
22 **STRUCTION OF HUALAPAI WATER PROJECT;**  
23 **FUNDING.**

24       (a) HUALAPAI WATER TRUST FUND ACCOUNT.—

1           (1) ESTABLISHMENT.—The Secretary shall es-  
2           tablish a trust fund account, to be known as the  
3           “Hualapai Water Trust Fund Account”, to be man-  
4           aged, invested, and distributed by the Secretary and  
5           to remain available until expended, withdrawn, or re-  
6           verted to the general fund of the Treasury, con-  
7           sisting of the amounts deposited in the Hualapai  
8           Water Trust Fund Account under paragraph (2), to-  
9           gether with any interest earned on those amounts,  
10          for the purposes of carrying out this Act.

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

14          (3) MANAGEMENT AND INTEREST.—

15                (A) MANAGEMENT.—On receipt and de-  
16                posit of funds into the Hualapai Water Trust  
17                Fund Account, the Secretary shall manage, in-  
18                vest, and distribute all amounts in the Hualapai  
19                Water Trust Fund Account in a manner that is  
20                consistent with the investment authority of the  
21                Secretary under—

22                        (i) the first section of the Act of June  
23                        24, 1938 (25 U.S.C. 162a);

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

4 (iii) this subsection.

5 (B) INVESTMENT EARNINGS.—In addition  
6 to the deposits made to the Hualapai Water  
7 Trust Fund Account under paragraph (2), any  
8 investment earnings, including interest, credited  
9 to amounts held in the Hualapai Water Trust  
10 Fund Account are authorized to be appro-  
11 priated to be used in accordance with para-  
12 graph (7).

13 (4) AVAILABILITY OF AMOUNTS.—

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

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

1 amounts are deposited for environmental com-  
2 pliance, as provided in section 8.

3 (5) WITHDRAWALS.—

4 (A) WITHDRAWALS UNDER THE AMERICAN  
5 INDIAN TRUST FUND MANAGEMENT REFORM  
6 ACT OF 1994.—

7 (i) IN GENERAL.—The Hualapai  
8 Tribe may withdraw any portion of the  
9 amounts in the Hualapai Water Trust  
10 Fund Account on approval by the Sec-  
11 retary of a Tribal management plan sub-  
12 mitted by the Tribe in accordance with the  
13 American Indian Trust Fund Management  
14 Reform Act of 1994 (25 U.S.C. 4001 et  
15 seq.).

16 (ii) REQUIREMENTS.—In addition to  
17 the requirements under the American In-  
18 dian Trust Fund Management Reform Act  
19 of 1994 (25 U.S.C. 4001 et seq.), the  
20 Tribal management plan under this sub-  
21 paragraph shall require that the Hualapai  
22 Tribe spend all amounts withdrawn from  
23 the Hualapai Water Trust Fund Account  
24 and any investment earnings accrued  
25 through the investments under the Tribal

1 management plan in accordance with this  
2 Act.

3 (iii) ENFORCEMENT.—The Secretary  
4 may carry out such judicial and adminis-  
5 trative actions as the Secretary determines  
6 to be necessary to enforce the Tribal man-  
7 agement plan under this subparagraph to  
8 ensure that amounts withdrawn by the  
9 Hualapai Tribe from the Hualapai Water  
10 Trust Fund Account under clause (i) are  
11 used in accordance with this Act.

12 (B) WITHDRAWALS UNDER EXPENDITURE  
13 PLAN.—

14 (i) IN GENERAL.—The Hualapai  
15 Tribe may submit to the Secretary a re-  
16 quest to withdraw funds from the  
17 Hualapai Water Trust Fund Account pur-  
18 suant to an approved expenditure plan.

19 (ii) REQUIREMENTS.—To be eligible  
20 to withdraw amounts under an expenditure  
21 plan under this subparagraph, the  
22 Hualapai Tribe shall submit to the Sec-  
23 retary an expenditure plan for any portion  
24 of the Hualapai Water Trust Fund Ac-  
25 count that the Hualapai Tribe elects to

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

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

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

17 (I) is reasonable; and

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

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



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

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

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

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

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

1 (C) to construct facilities to transport elec-  
2 trical power to pump water for the Hualapai  
3 Water Project;

4 (D) to construct, repair, and replace such  
5 infrastructure as may be necessary for ground-  
6 water wells on the Hualapai Reservation and to  
7 construct infrastructure for delivery and use of  
8 such groundwater on the Hualapai Reservation;

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

13 (F) to reimburse the Hualapai Tribe for  
14 any—

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

19 (I) beginning on the date of en-  
20 actment of this Act; and

21 (II) ending on the Enforceability  
22 Date; and

23 (ii) construction costs associated with  
24 the Hualapai Water Project that the

1 Hualapai Tribe incurs using Tribal funds  
2 during the period—

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

6 (II) ending on the Enforceability  
7 Date; and

8 (G) to make contributions to the Economic  
9 Development Fund described in section 8.1 of  
10 the Amended and Restated Hualapai Tribe Bill  
11 Williams River Water Rights Settlement Agree-  
12 ment for the purpose of purchasing additional  
13 Colorado River water entitlements and appur-  
14 tenant land.

15 (8) LIABILITY.—The Secretary and the Sec-  
16 retary of the Treasury shall not be liable for the ex-  
17 penditure or investment of any amounts withdrawn  
18 from the Hualapai Water Trust Fund Account by  
19 the Hualapai Tribe under paragraph (5).

20 (9) TITLE TO INFRASTRUCTURE.—Title to, con-  
21 trol over, and operation of any project constructed  
22 using funds from the Hualapai Water Trust Fund  
23 Account shall remain in the Hualapai Tribe.

24 (10) OM&R.—All OM&R costs of any project  
25 constructed using funds from the Hualapai Water

1 Trust Fund Account shall be the responsibility of  
2 the Hualapai Tribe.

3 (11) NO PER CAPITA DISTRIBUTIONS.—No por-  
4 tion of the Hualapai Water Trust Fund Account  
5 shall be distributed on a per capita basis to any  
6 member of the Hualapai Tribe.

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

13 (b) HUALAPAI WATER SETTLEMENT IMPLEMENTA-  
14 TION FUND ACCOUNT.—

15 (1) ESTABLISHMENT.—There is established in  
16 the Treasury of the United States a nontrust, inter-  
17 est-bearing account, to be known as the “Hualapai  
18 Water Settlement Implementation Fund Account”  
19 (referred to in this subsection as the “Implementa-  
20 tion Fund Account”) to be managed and distributed  
21 by the Secretary, for use by the Secretary for car-  
22 rying out this Act.

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

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

5           (4) INTEREST.—In addition to the deposits  
6 under paragraph (2), any investment earnings, in-  
7 cluding interest, credited to amounts unexpended in  
8 the Implementation Fund Account are authorized to  
9 be appropriated to be used in accordance with para-  
10 graph (3).

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

12           (a) AUTHORIZATIONS.—

13           (1) HUALAPAI WATER TRUST FUND AC-  
14 COUNT.—There is authorized to be appropriated to  
15 the Secretary for deposit in the Hualapai Water  
16 Trust Fund Account \$312,000,000, to be available  
17 until expended, withdrawn, or reverted to the gen-  
18 eral fund of the Treasury.

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

24           (3) PROHIBITION.—Notwithstanding any other  
25 provision of law, any amounts made available under

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

5 (b) FLUCTUATION IN COSTS.—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

1 members of the Hualapai Tribe, with re-  
2 spect to Parcel 3, in excess of 300 AFY;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

1           (vi) to assert claims for injuries to,  
2           and seek enforcement of, the rights of the  
3           Hualapai Tribe under the Bill Williams  
4           agreements or the Bill Williams Act in any  
5           Federal or State court of competent juris-  
6           diction;

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

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

19                 (I) any well constructed after the  
20                 date of enactment of this Act outside  
21                 of the Truxton Basin and not more  
22                 than 2 miles from the exterior bound-  
23                 aries of the Hualapai Reservation, ex-  
24                 cept a replacement well described in  
25                 subparagraph (A)(viii)(II), subject to

1 the authorizations and restrictions re-  
2 garding the location, size, and oper-  
3 ation of wells in the Bill Williams  
4 River watershed, and the waivers of  
5 claims, set forth in the Bill Williams  
6 agreements and the Bill Williams Act;

7 (II) any well constructed within  
8 the Truxton Basin for domestic pur-  
9 poses or stock watering after the date  
10 on which the Secretary has provided  
11 written notice to the State pursuant  
12 to section 15(c)(2), except for a re-  
13 placement well described in subpara-  
14 graph (A)(ix)(I)(bb); and

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

24 (2) CLAIMS AGAINST UNITED STATES.—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16           (1) CLAIMS AGAINST FREEPORT.—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 (2) NO PRECEDENTIAL EFFECT.—

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

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

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

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

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

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

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

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

15 (B) NO METHODOLOGY OR STANDARD.—

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



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

3 (a) HUALAPAI TRIBE AND MEMBERS.—

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

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

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

10 (b) ALLOTTEE WATER CLAIMS.—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 (8) VALENTINE CEMETERY PARCEL.—

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

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

12 (a) LAND TO BE TAKEN INTO TRUST.—

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

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

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

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

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

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

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

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

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

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

16 (e) FUTURE TRUST LAND.—

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

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

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

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

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

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

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

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

19 (b) FIRMING.—

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

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

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

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

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

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

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



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

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

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

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

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

12 (iii) be without limit as to term.

13 (B) HUALAPAI TRIBE CAP WATER.—

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

17 (I) the Hualapai Water Project;

18 or

19 (II) the CAP system.

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

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

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

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

24          (ii) EXCEPTION.—

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

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

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

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

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

19 (F) TERM OF LEASES AND EXCHANGES.—

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

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

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

3 (iii) RENEGOTIATION.—The Hualapai  
4 Tribe may, with the approval of the Sec-  
5 retary, renegotiate any lease described in  
6 subparagraph (E), at any time during the  
7 term of the lease, if the term of the re-  
8 negotiated lease does not exceed 100 years.

9 (G) PROHIBITION ON PERMANENT ALIEN-  
10 ATION.—No Hualapai Tribe CAP water may be  
11 permanently alienated.

12 (H) NO FIRING OF LEASED WATER.—  
13 The firming obligations described in subsection  
14 (b)(1) shall not apply to any Hualapai Tribe  
15 CAP water leased by the Hualapai Tribe to an-  
16 other person.

17 (I) ENTITLEMENT TO LEASE AND EX-  
18 CHANGE FUNDS; OBLIGATIONS OF UNITED  
19 STATES.—

20 (i) ENTITLEMENT.—

21 (I) IN GENERAL.—The Hualapai  
22 Tribe shall be entitled to all consider-  
23 ation due to the Hualapai Tribe under  
24 any contract to lease, option to lease,  
25 contract to exchange, or option to ex-

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

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

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

22 (J) WATER USE AND STORAGE.—

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

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

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

12 (I) used by the Hualapai Tribe;

13 or

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

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

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

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

8           (L) CAP FIXED OM&R CHARGES.—

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

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

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



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

4 (M) CAP PUMPING ENERGY CHARGES.—

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

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

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

1           derground storage facility or groundwater sav-  
2           ings facility.

3           (O)    LESSEE    RESPONSIBILITY    FOR  
4           CHARGES.—

5                   (i) IN GENERAL.—Any lease or option  
6                   to lease providing for the temporary deliv-  
7                   ery to other persons of any Hualapai Tribe  
8                   CAP water shall require the lessee to pay  
9                   the CAP operating agency all CAP fixed  
10                  OM&R charges and all CAP pumping en-  
11                  ergy charges associated with the delivery of  
12                  the leased water.

13                  (ii) NO RESPONSIBILITY FOR PAY-  
14                  MENT.—Neither the Hualapai Tribe nor  
15                  the United States in any capacity shall be  
16                  responsible for the payment of any charges  
17                  associated with the delivery of the  
18                  Hualapai Tribe CAP water leased to other  
19                  persons.

20                  (P) ADVANCE PAYMENT.—No Hualapai  
21                  Tribe CAP water shall be delivered unless the  
22                  CAP fixed OM&R charges and any applicable  
23                  CAP pumping energy charges associated with  
24                  the delivery of that water have been paid in ad-  
25                  vance.

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

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

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

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

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

1 the CAP system allocable to the Hualapai  
2 Tribe—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16                   (A) this Act is repealed;

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

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

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

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

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

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

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

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

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

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



1 (A) becomes final; and

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

3 **SEC. 15. ADMINISTRATION.**

4 (a) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—

5 (1) WAIVER.—

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

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

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

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

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

21 (I) this Act;

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

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

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

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

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

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

17 (I) this Act; or

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

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

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

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

1 rectly to the interpretation or enforcement  
2 of—

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

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

9 (III) section 9; and

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

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

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

18 (I) this Act; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 (f) EFFECT.—

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

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

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

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

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

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

1 (F) the Colorado River Compact;

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

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

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

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

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

18 (B) any other lawful authority.

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

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

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

1 other than the Hualapai Tribe, the members of  
2 the Hualapai Tribe, and the allottees; or

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

Passed the Senate December 19, 2022.

Attest:

*Secretary.*





117<sup>TH</sup> CONGRESS  
2<sup>D</sup> SESSION

**S. 4104**

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**AN ACT**

To approve the settlement of water rights claims of the Hualapai Tribe and certain allottees in the State of Arizona, to authorize construction of a water project relating to those water rights claims, and for other purposes.