

Union Calendar No. 478

113TH CONGRESS
2^D SESSION

H. R. 4924

[Report No. 113-638]

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

IN THE HOUSE OF REPRESENTATIVES

JUNE 20, 2014

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

DECEMBER 1, 2014

Reported with an amendment, committed to the Committee of the Whole House on the State of the Union, and ordered to be printed

[Strike out all after the enacting clause and insert the part printed in *italic*]

[For text of introduced bill, see copy of bill as introduced on June 20, 2014]

A BILL

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

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

3 **SECTION 1. SHORT TITLE.**

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

6 **SEC. 2. PURPOSES.**

7 *The purposes of this Act are—*

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

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

14 *(B) the Department of the Interior, acting*
15 *on behalf of the Department and, as specified,*
16 *the United States as trustee for the Hualapai*
17 *Tribe, the members of the Tribe, and the*
18 *allottees;*

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

20 *(A) the Big Sandy River-Planet Ranch*
21 *Water Rights Settlement Agreement entered into*
22 *among the Hualapai Tribe, the United States as*
23 *trustee for the Tribe, the members of the Tribe*
24 *and allottees, the Secretary of the Interior, the*
25 *Arizona department of water resources, Freeport*

1 *Minerals Corporation, and the Arizona Game*
2 *and Fish Commission, to the extent the Big*
3 *Sandy River-Planet Ranch Agreement is con-*
4 *sistent with this Act; and*

5 *(B) the Hualapai Tribe Bill Williams River*
6 *Water Rights Settlement Agreement entered into*
7 *among the Tribe, the United States as trustee for*
8 *the Tribe, members of the Tribe, the allottees,*
9 *and the Freeport Minerals Corporation, to the*
10 *extent the Hualapai Tribe Agreement is con-*
11 *sistent with this Act;*

12 *(3) to authorize and direct the Secretary—*

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

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

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

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

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

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

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

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

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

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

1 **SEC. 3. DEFINITIONS.**

2 *In this Act:*

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

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

13 (3) *ALLOTTEE.*—*The term “allottee” means any*
14 *Indian owner of an allotment under a patent num-*
15 *bered 1039995, 1039996, 1039997, or 1019494.*

16 (4) *ARIZONA GAME AND FISH COMMISSION.*—*The*
17 *term “Arizona Game and Fish Commission” means*
18 *the entity established pursuant to title 17 of the Ari-*
19 *zona Revised Statutes to control the Arizona game*
20 *and fish department (or a successor agency or entity).*

21 (5) *BAGDAD MINE COMPLEX AND BAGDAD TOWN-*
22 *SITE.*—*The term “Bagdad Mine Complex and Bagdad*
23 *Townsite” means the geographical area depicted on*
24 *the map attached as exhibit 2.9 to the Big Sandy*
25 *River-Planet Ranch Agreement.*

1 (6) *BIG SANDY RIVER-PLANET RANCH AGREE-*
2 *MENT.*—*The term “Big Sandy River-Planet Ranch*
3 *Agreement” means the Big Sandy River-Planet*
4 *Ranch Water Rights Settlement Agreement dated July*
5 *2, 2014, and any amendment or exhibit (including*
6 *exhibit amendments) to that Agreement that is—*

7 (A) *made in accordance with this Act; or*

8 (B) *otherwise approved by the Secretary*
9 *and the parties to the Big Sandy River-Planet*
10 *Ranch Agreement.*

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

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

22 (9) *CORPORATION.*—

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

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

6 (10) *DEPARTMENT.*—*The term “Department”*
7 *means the Department of the Interior and all con-*
8 *stituent bureaus of that Department.*

9 (11) *ENFORCEABILITY DATE.*—*The term “en-*
10 *forceability date” means the date described in section*
11 9.

12 (12) *FREEPORT GROUNDWATER WELLS.*—

13 (A) *IN GENERAL.*—*The term “Freeport*
14 *Groundwater Wells” means the 5 wells identified*
15 *by ADWR well registration numbers—*

16 (i) 55–592824;

17 (ii) 55–595808;

18 (iii) 55–595810;

19 (iv) 55–200964; and

20 (v) 55–908273.

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

1 (C) *EXCLUSIONS.*—*The term “Freeport*
2 *Groundwater Wells” does not include any other*
3 *well owned by the Corporation at any other loca-*
4 *tion.*

5 (13) *HUALAPAI TRIBE AGREEMENT.*—*The term*
6 *“Hualapai Tribe Agreement” means the Hualapai*
7 *Tribe Bill Williams River Water Rights Settlement*
8 *Agreement dated July 2, 2014, including any amend-*
9 *ment or exhibit (including exhibit amendments) to*
10 *that Agreement that is—*

11 (A) *made in accordance with this Act; or*

12 (B) *otherwise approved by the Secretary*
13 *and the parties to the Agreement.*

14 (14) *HUALAPAI TRIBE WATER RIGHTS SETTLE-*
15 *MENT AGREEMENT.*—*The term “Hualapai Tribe*
16 *Water Rights Settlement Agreement” means the com-*
17 *prehensive settlement agreement in the process of ne-*
18 *gotiation as of the date of enactment of this Act to re-*
19 *solve the claims of the Tribe for rights to Colorado*
20 *River water and Verde River water with finality.*

21 (15) *INJURY.*—

22 (A) *IN GENERAL.*—*The term “injury”, with*
23 *respect to a water right, means any interference*
24 *with, diminution of, or deprivation of the water*
25 *right under Federal, State, or other law.*

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

3 (16) *LINCOLN RANCH.*—*The term “Lincoln*
4 *Ranch” means the property owned by the Corporation*
5 *described in the special warranty deed recorded on*
6 *December 4, 1995, at Book 1995 and Page 05874 in*
7 *the official records of La Paz County, Arizona.*

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

10 (A) *is depicted as 3 contiguous allotments*
11 *identified as 1A, 1B, and 1C on the map at-*
12 *tached to the Big Sandy River-Planet Ranch*
13 *Agreement as exhibit 2.10; and*

14 (B) *is held in trust for certain allottees.*

15 (18) *PARCEL 2.*—*The term “Parcel 2” means the*
16 *parcel of land that—*

17 (A) *is depicted on the map attached to the*
18 *Big Sandy River-Planet Ranch Agreement as ex-*
19 *hibit 2.10; and*

20 (B) *is held in trust for certain allottees.*

21 (19) *PARCEL 3.*—*The term “Parcel 3” means the*
22 *parcel of land that—*

23 (A) *is depicted on the map attached to the*
24 *Big Sandy River-Planet Ranch Agreement as ex-*
25 *hibit 2.10;*

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

2 (C) is part of the Hualapai Reservation
3 pursuant to Executive Order 1368 of June 2,
4 1911.

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

7 (A) the Big Sandy River-Planet Ranch
8 Agreement; or

9 (B) the Hualapai Tribe Agreement.

10 (21) PLANET RANCH.—The term “Planet Ranch”
11 means the property owned by the Corporation de-
12 scribed—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 (c) *MODIFICATIONS AND CORRECTIONS.*—*The Sec-*
6 *retary may execute any other amendment to the Big Sandy*
7 *River Planet-Ranch Agreement (including any amendment*
8 *to an exhibit to the Big Sandy River-Planet Ranch Agree-*
9 *ment requiring the signature of the Secretary) that is not*
10 *inconsistent with this Act, if the amendment—*

11 (1) *is approved by the Secretary and the parties*
12 *to the Big Sandy River-Planet Ranch Agreement; and*

13 (2) *does not require approval by Congress.*

14 (d) *PROHIBITION.*—*The Secretary shall not file an ob-*
15 *jection to any amendment to the sever and transfer applica-*
16 *tions or any new sever or transfer application filed by the*
17 *Corporation to accomplish the sever and transfer of 10,055*
18 *acre-feet per year of water rights from Planet Ranch and*
19 *Lincoln Ranch to the Wikieup Wellfield, subject to the con-*
20 *dition that the form of such an amendment or new applica-*
21 *tion shall be substantially similar to a form attached to*
22 *the Big Sandy River-Planet Ranch Agreement as exhibit*
23 *4.2.1(ii)(a)(1) or 4.2.1(ii)(a)(2).*

1 **SEC. 5. HUALAPAI TRIBE AGREEMENT.**

2 (a) *IN GENERAL.*—*Except to the extent that any provi-*
3 *sion of, or amendment to, the Hualapai Tribe Agreement*
4 *conflicts with this Act—*

5 (1) *the Hualapai Tribe Agreement is authorized,*
6 *ratified, and confirmed; and*

7 (2) *any amendment to the Hualapai Tribe*
8 *Agreement executed to make the Hualapai Tribe*
9 *Agreement consistent with this Act is authorized, rati-*
10 *fied, and confirmed.*

11 (b) *EXECUTION.*—*To the extent that the Hualapai*
12 *Tribe Agreement does not conflict with this Act, and in sup-*
13 *port of the purposes of this Act, the Secretary shall exe-*
14 *cute—*

15 (1) *the Hualapai Tribe Agreement (including all*
16 *exhibits to the Hualapai Tribe Agreement requiring*
17 *the signature of the Secretary); and*

18 (2) *any amendment to the Hualapai Tribe*
19 *Agreement (including any amendment to an exhibit*
20 *of the Hualapai Tribe Agreement requiring the signa-*
21 *ture of the Secretary) that is necessary to make the*
22 *Hualapai Tribe Agreement consistent with this Act.*

23 (c) *MODIFICATIONS AND CORRECTIONS.*—*The Sec-*
24 *retary may execute any other amendment to the Hualapai*
25 *Tribe Agreement (including any amendment to an exhibit*
26 *to the Hualapai Tribe Agreement requiring the signature*

1 *of the Secretary) that is not inconsistent with this Act, if*
2 *the amendment—*

3 *(1) is approved by the Secretary and the parties*
4 *to the Hualapai Tribe Agreement; and*

5 *(2) does not require approval by Congress.*

6 *(d) CONTRIBUTION OF CORPORATION TO ECONOMIC*
7 *DEVELOPMENT FUND.—*

8 *(1) IN GENERAL.—The contribution of the Cor-*
9 *poration to the economic development fund of the*
10 *Tribe, as provided in section 8.1 of the Hualapai*
11 *Tribe Agreement—*

12 *(A) may be used by the Tribe for the limited*
13 *purpose of facilitating settlement of the claims of*
14 *the Tribe for rights to Colorado River water by*
15 *enabling the Tribe—*

16 *(i) to acquire Colorado River water*
17 *rights with the intent to increase the secu-*
18 *rity of the water rights of the Tribe; and*

19 *(ii) to otherwise facilitate the use of*
20 *water on the Hualapai Reservation;*

21 *(B) shall be considered to be a non-Federal*
22 *contribution that counts toward any non-Federal*
23 *contribution associated with a settlement of the*
24 *claims of the Tribe for rights to Colorado River*
25 *water; and*

1 (C) shall not be—
2 (i) considered to be trust funds; or
3 (ii) subject to responsibility or man-
4 agement by the United States as trustee for
5 the Tribe, members of the Tribe, and the
6 allottees.

7 (2) *LIMITATION ON TRANSFER OF WATER*
8 *RIGHTS.*—*The Colorado River water rights acquired*
9 *by the Tribe may be used off the Hualapai Reserva-*
10 *tion only for irrigation of acquired appurtenant land,*
11 *or for storage in accordance with Federal and State*
12 *law in a permitted recharge facility in the State of*
13 *Arizona, subject to the conditions that—*

14 (A) *the Tribe shall not seek to transfer or*
15 *sell accumulated long-term storage credits gen-*
16 *erated from the storage of the acquired Colorado*
17 *River water rights; and*

18 (B) *the Tribe shall not seek approval to*
19 *change the place of use of the acquired Colorado*
20 *River water rights, except for the purposes of*
21 *storing the water in accordance with this para-*
22 *graph.*

23 (3) *EXPIRATION.*—*The limitation provided*
24 *under paragraph (2) expires on the earlier of—*

1 (A) *the date on which the Hualapai Tribe*
2 *Water Rights Settlement Agreement becomes en-*
3 *forceable; and*

4 (B) *December 31, 2039.*

5 (4) *COLORADO RIVER WATER RIGHTS COUNTED*
6 *AGAINST CLAIMS OF TRIBE.—*

7 (A) *IN GENERAL.—If the Hualapai Tribe*
8 *Water Rights Settlement Agreement does not be-*
9 *come enforceable by December 31, 2039, any Col-*
10 *orado River water rights acquired by the Tribe*
11 *with the contribution of the Corporation to the*
12 *economic development fund of the Tribe shall be*
13 *counted, on an acre-foot per acre-foot basis, to-*
14 *ward the claims of the Tribe for rights to Colo-*
15 *rado River water in any subsequent settlement*
16 *or adjudication of those claims.*

17 (B) *EFFECT OF PARAGRAPH.—Nothing in*
18 *this paragraph restricts any claim for rights of*
19 *the Tribe to Colorado River water in any subse-*
20 *quent settlement or adjudication.*

21 (e) *FUTURE LIMITATIONS ON LAND TAKEN INTO*
22 *TRUST.—As provided in section 10.11 of the Hualapai*
23 *Tribe Agreement, the parties to the Hualapai Tribe Agree-*
24 *ment shall negotiate in good faith with other parties the*
25 *terms under which any land within the State of Arizona*

1 *held or acquired in fee by the Tribe may be taken into trust*
2 *by the United States for the benefit of the Tribe, with any*
3 *applicable terms to be incorporated into the Hualapai Tribe*
4 *Water Rights Settlement Agreement, subject to approval by*
5 *Congress.*

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

7 *(a) CLAIMS BY DEPARTMENT UNDER BIG SANDY*
8 *RIVER-PLANET RANCH AGREEMENT.—*

9 *(1) IN GENERAL.—Except as provided in para-*
10 *graph (3), the Secretary is authorized to execute a*
11 *waiver and release of all claims of the Department,*
12 *acting in its own capacity, against the Corporation*
13 *under Federal, State, or any other law for—*

14 *(A) all past and present claims for injury*
15 *to water rights resulting from the diversion of*
16 *water by the Corporation from the Wikieup*
17 *Wellfield or the Freeport Groundwater Wells*
18 *arising prior to the enforceability date;*

19 *(B) all claims for injury to water rights*
20 *arising after the enforceability date resulting*
21 *from the diversion of water by the Corporation*
22 *from the Wikieup Wellfield or the Freeport*
23 *Groundwater Wells in a manner not in violation*
24 *of the Big Sandy River-Planet Ranch Agree-*
25 *ment; and*

1 (C) all past, present, and future claims
2 arising out of, or relating in any manner to, the
3 negotiation or execution of the Big Sandy River-
4 Planet Ranch Agreement.

5 (2) *EFFECTIVE DATE.*—The waivers and releases
6 of claims under paragraph (1) shall—

7 (A) be in the form set forth in exhibit
8 7.2(i) to the Big Sandy River-Planet Ranch
9 Agreement; and

10 (B) take effect on the enforceability date.

11 (3) *RETENTION OF RIGHTS.*—The Department
12 shall retain all rights not expressly waived under
13 paragraph (1), including the right—

14 (A) to assert any claim for breach of, or to
15 seek enforcement of, the Big Sandy River-Planet
16 Ranch Agreement or this Act in any court of
17 competent jurisdiction (but not a tribal court);
18 and

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

23 (b) *CLAIMS BY TRIBE AND UNITED STATES AS TRUST-*
24 *EE UNDER BIG SANDY RIVER-PLANET RANCH AGREE-*
25 *MENT.*—

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

6 (A) *any water rights of the Tribe or the*
7 *United States as trustee for the Tribe and mem-*
8 *bers of the Tribe with respect to Parcel 3 in ex-*
9 *cess of 300 acre-feet per year;*

10 (B) *all past and present claims for injury*
11 *to water rights arising before the enforceability*
12 *date resulting from the diversion of water by the*
13 *Corporation from the Wikieup Wellfield or the*
14 *Freeport Groundwater Wells; and*

15 (C) *all claims for injury to water rights*
16 *arising after the enforceability date resulting*
17 *from the diversion of water by the Corporation*
18 *from the Wikieup Wellfield or the Freeport*
19 *Groundwater Wells in a manner not in violation*
20 *of the Big Sandy River-Planet Ranch Agreement*
21 *or the Hualapai Tribe Agreement.*

22 (2) *EFFECTIVE DATE.*—*The waivers and releases*
23 *of claims under paragraph (1) shall—*

24 (A) *be in the form set forth in exhibit*
25 *7.1(ii) to the Hualapai Tribe Agreement; and*

1 (B) take effect on the enforceability date.

2 (3) *RETENTION OF RIGHTS.*—*The Tribe and the*
3 *United States, acting as trustee for the Tribe and*
4 *members of the Tribe, shall retain all rights not ex-*
5 *pressly waived under paragraph (1), including the*
6 *right—*

7 (A) *to assert any claim for breach of, or to*
8 *seek enforcement of, the Big Sandy River-Planet*
9 *Ranch Agreement or this Act in any court of*
10 *competent jurisdiction (but not a tribal court);*
11 *and*

12 (B) *to assert any past, present, or future*
13 *claim to a water right that is not inconsistent*
14 *with the Big Sandy River-Planet Ranch Agree-*
15 *ment or this Act.*

16 (c) *CLAIMS BY UNITED STATES AS TRUSTEE FOR*
17 *ALLOTTEES UNDER BIG SANDY RIVER-PLANET RANCH*
18 *AGREEMENT.*—

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

23 (A) *any water rights of the allottees or the*
24 *United States as trustee for the allottees with re-*
25 *spect to—*

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

3 (ii) *Parcel 2 in excess of 312 acre-feet*
4 *per year;*

5 (B) *all past and present claims for injury*
6 *to water rights arising before the enforceability*
7 *date resulting from the diversion of water by the*
8 *Corporation from the Wikieup Wellfield or the*
9 *Freeport Groundwater Wells; and*

10 (C) *all claims for injury to water rights*
11 *arising after the enforceability date resulting*
12 *from the diversion of water by the Corporation*
13 *from the Wikieup Wellfield or the Freeport*
14 *Groundwater Wells in a manner not in violation*
15 *of the Big Sandy River-Planet Ranch Agree-*
16 *ment.*

17 (2) *EFFECTIVE DATE.—The waivers and releases*
18 *of claims under paragraph (1) shall—*

19 (A) *be in the form set forth in exhibit*
20 *7.1(i) to the Hualapai Tribe Agreement; and*

21 (B) *take effect on the enforceability date.*

22 (3) *RETENTION OF RIGHTS.—The United States,*
23 *acting as trustee for the allottees, shall retain all*
24 *rights not expressly waived under paragraph (1), in-*
25 *cluding the right—*

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

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

10 (d) CLAIMS BY TRIBE AND UNITED STATES AS TRUST-
11 EE UNDER HUALAPAI TRIBE AGREEMENT.—

12 (1) IN GENERAL.—Except as provided in para-
13 graph (3), the Tribe and the United States, acting as
14 trustee for the Tribe, members of the Tribe, and the
15 allottees, as part of the performance of obligations
16 under the Hualapai Tribe Agreement, are authorized
17 to execute a waiver and release of all claims that the
18 Tribe or the United States as trustee for the Tribe,
19 members of the Tribe, or the allottees may have
20 against the Corporation under Federal, State, or any
21 other law, for—

22 (A) all past and present claims for injury
23 to water rights resulting from the diversion of
24 water by the Corporation from the Bill Williams

1 *River watershed arising prior to the enforce-*
2 *ability date;*

3 *(B) all claims for injury to water rights*
4 *arising after the enforceability date resulting*
5 *from the diversion of water by the Corporation*
6 *from the Bill Williams River watershed in a*
7 *manner not in violation of the Hualapai Tribe*
8 *Agreement or the Big Sandy River-Planet Ranch*
9 *Agreement; and*

10 *(C) all past, present, and future claims*
11 *arising out of, or relating in any manner to, the*
12 *negotiation or execution of the Hualapai Tribe*
13 *Agreement.*

14 *(2) EFFECTIVE DATE.—The waivers and releases*
15 *of claims under paragraph (1) shall—*

16 *(A) be in the form set forth in exhibit*
17 *7.1(i) to the Hualapai Tribe Agreement; and*

18 *(B) take effect on the enforceability date.*

19 *(3) RETENTION OF RIGHTS.—The Tribe and the*
20 *United States, acting as trustee for the Tribe, the*
21 *members of the Tribe, and the allottees, shall retain*
22 *all rights not expressly waived under paragraph (1),*
23 *including the right to assert—*

24 *(A) subject to paragraph 10.5 of the*
25 *Hualapai Tribe Agreement, a claim for breach*

1 *of, or to seek enforcement of, the Hualapai Tribe*
2 *Agreement or this Act in any court of competent*
3 *jurisdiction (but not a tribal court);*

4 *(B) any claim for injury to, or to seek en-*
5 *forcement of, the rights of the Tribe under any*
6 *applicable judgment or decree approving or in-*
7 *corporating the Hualapai Tribe Agreement; and*

8 *(C) any past, present, or future claim to*
9 *water rights that is not inconsistent with the*
10 *Hualapai Tribe Agreement or this Act.*

11 *(e) CLAIMS BY TRIBE AGAINST UNITED STATES*
12 *UNDER BIG SANDY RIVER-PLANET RANCH AGREEMENT*
13 *AND HUALAPAI TRIBE AGREEMENT.—*

14 *(1) IN GENERAL.—In consideration for the bene-*
15 *fits to the Tribe, as set forth in the Big Sandy River-*
16 *Planet Ranch Agreement, the Hualapai Tribe Agree-*
17 *ment, and this Act, except as provided in paragraph*
18 *(3), the Tribe, on behalf of the Tribe and the members*
19 *of the Tribe, is authorized to execute a waiver and re-*
20 *lease of all claims against the United States and the*
21 *agents and employees of the United States for—*

22 *(A) all past, present, and future claims re-*
23 *lating to claims for water rights for Parcel 3 in*
24 *excess of 300 acre-feet per year that the United*
25 *States, acting as trustee for the Tribe, asserted or*

1 *could have asserted against any party to the Big*
2 *Sandy River-Planet Ranch Agreement or the*
3 *Hualapai Tribe Agreement, including the Cor-*
4 *poration, including claims relating to—*

5 *(i) loss of water, water rights, land, or*
6 *natural resources due to loss of water or*
7 *water rights on Parcel 3 (including dam-*
8 *ages, losses, or injuries to hunting, fishing,*
9 *and gathering rights due to loss of water,*
10 *water rights, or subordination of water*
11 *rights); or*

12 *(ii) failure to protect, acquire, replace,*
13 *or develop water, water rights, or water in-*
14 *frastructure on Parcel 3;*

15 *(B) all past, present, and future claims re-*
16 *lating to injury to water rights associated with*
17 *Parcel 3 arising from withdrawal of a protest to*
18 *the sever and transfer applications referenced in*
19 *the Big Sandy River-Planet Ranch Agreement;*

20 *(C) all claims relating to injury to water*
21 *rights arising after the enforceability date associ-*
22 *ated with Parcel 3, resulting from the diversion*
23 *of water by the Corporation from the Bill Wil-*
24 *liams River watershed in a manner not in viola-*
25 *tion of the Hualapai Tribe Agreement; and*

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

6 (2) *EFFECTIVE DATE.*—The waivers and releases
7 of claims under paragraph (1) shall—

8 (A) be in the form set forth in, as applica-
9 ble—

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

12 (ii) exhibit 7.3(ii) to the Hualapai
13 Tribe Agreement; and

14 (B) take effect on the enforceability date.

15 (3) *RETENTION OF RIGHTS.*—The Tribe shall re-
16 tain all rights not expressly waived under paragraph
17 (1), including the right—

18 (A) to assert any claim for breach of, or to
19 seek enforcement of, the Big Sandy River-Planet
20 Ranch Agreement, the Hualapai Tribe Agree-
21 ment, or this Act in any court of competent ju-
22 risdiction (but not a tribal court); and

23 (B) to assert any past, present, or future
24 claim to a water right that is not inconsistent
25 with the Big Sandy River-Planet Ranch Agree-

1 *ment, the Hualapai Tribe Agreement, or this*
2 *Act.*

3 **SEC. 7. ADMINISTRATION.**

4 *(a) AMENDMENTS.—*

5 *(1) DEFINITIONS.—Section 9401 of the Omnibus*
6 *Public Land Management Act of 2009 (Public Law*
7 *111–11; 123 Stat. 1327) is amended—*

8 *(A) by redesignating paragraphs (1)*
9 *through (5) as paragraphs (2) through (6), re-*
10 *spectively; and*

11 *(B) by inserting before paragraph (2) (as so*
12 *redesignated) the following:*

13 *“(1) BIG SANDY RIVER-PLANET RANCH AGREE-*
14 *MENT.—The term ‘Big Sandy River-Planet Ranch*
15 *Agreement’ has the meaning given the term in section*
16 *3 of the Bill Williams River Water Rights Settlement*
17 *Act of 2014.”.*

18 *(2) ENFORCEABILITY.—Section 9403 of the Om-*
19 *nibus Public Land Management Act of 2009 (Public*
20 *Law 111–11; 123 Stat. 1328) is amended—*

21 *(A) by striking the section designation and*
22 *heading and all that follows through “Due to” in*
23 *subsection (a) and inserting the following:*

24 **“SEC. 9403. ENFORCEABILITY.**

25 *“(a) CIVIL ACTIONS.—*

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

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

4 (B) *in subsection (a) (as amended by sub-*
5 *paragraph (A))*—

6 (i) *in paragraph (1) (as so amended),*
7 *by adding at the end the following:*

8 “(B) *VENUE.*—*Any civil action under this*
9 *paragraph may be brought in any United States*
10 *district court in the State in which any non-*
11 *Federal party to the civil action is situated.*”;
12 *and*

13 (ii) *by adding at the end the following:*

14 “(2) *BILL WILLIAMS CIVIL ACTIONS.*—

15 “(A) *DESCRIPTION OF CIVIL ACTION.*—*Due*
16 *to the unique role of the Lower Colorado River*
17 *Multi-Species Conservation Program in resolving*
18 *competing water rights claims in the Bill Wil-*
19 *liams River watershed (as defined in section 3 of*
20 *the Bill Williams River Water Rights Settlement*
21 *Act of 2014) and other claims among the parties*
22 *to the Big Sandy-River Planet Ranch Agree-*
23 *ment, any party to the Big Sandy River-Planet*
24 *Ranch Agreement may commence a civil action*
25 *in a court described in subparagraph (B) relat-*

1 *ing only and directly to the interpretation or en-*
2 *forcement of—*

3 “(i) *the Bill Williams River Water*
4 *Rights Settlement Act of 2014; or*

5 “(ii) *the Big Sandy River-Planet*
6 *Ranch Agreement.*

7 “(B) *VENUE.—A civil action under this*
8 *paragraph may be brought in—*

9 “(i) *the United States District Court*
10 *for the District of Arizona; or*

11 “(ii) *a State court of competent juris-*
12 *isdiction where a pending action has been*
13 *brought to adjudicate the water rights asso-*
14 *ciated with the Bill Williams River system*
15 *and source, in accordance with the author-*
16 *ity provided by section 208 of the Act of*
17 *July 10, 1952 (commonly known as the*
18 *‘McCarran Amendment’) (43 U.S.C. 666).”;*

19 (3) *in subsection (b)—*

20 (A) *by striking “The district” and inserting*
21 *the following:*

22 “(1) *IN GENERAL.—The district”;*

23 (B) *in paragraph (1) (as so designated), by*
24 *striking “such actions” and inserting “civil ac-*
25 *tions described in subsection (a)(1)”;* and

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

2 “(2) *STATE COURTS AND DISTRICT COURTS.*—A
3 State court or United States district court—

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

6 “(B) may issue such orders, judgments, and
7 decrees as are consistent with the exercise of ju-
8 risdiction by the court pursuant to—

9 “(i) this section; or

10 “(ii) section 7 of the *Bill Williams*
11 *River Water Rights Settlement Act of 2014.*

12 “(3) *EFFECT OF SUBSECTION.*—Nothing in this
13 subsection affects the jurisdiction that would otherwise
14 be available in accordance with the authority pro-
15 vided by section 208 of the Act of July 10, 1952 (com-
16 monly known as the ‘McCarran Amendment’) (43
17 U.S.C. 666).”;

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

22 “(2) *APPLICABILITY.*—This section—

23 “(A) applies only to—

24 “(i) the *Lower Colorado River Multi-*
25 *Species Conservation Program;*

1 “(ii) *the Bill Williams River Water*
2 *Rights Settlement Act of 2014; and*

3 “(iii) *the Big Sandy River-Planet*
4 *Ranch Agreement; and*”; and

5 (5) *by striking subsection (e).*

6 (b) *LIMITED WAIVER OF SOVEREIGN IMMUNITY.—*

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

15 (A) *the Tribe and the United States, acting*
16 *as trustee for the Tribe, members of the Tribe, or*
17 *the allottees, may be named as a party or joined*
18 *in the civil action; and*

19 (B) *any claim by the Tribe or the United*
20 *States, acting as trustee for the Tribe, members*
21 *of the Tribe, or the allottees, to sovereign immu-*
22 *nity from the civil action is waived, but only for*
23 *the limited and sole purpose of the interpretation*
24 *or enforcement of this Act (or an amendment*
25 *made by this Act), the Big Sandy River-Planet*

1 *Ranch Agreement, or the Hualapai Tribe Agree-*
2 *ment.*

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

5 *(A) the United States District Court for the*
6 *District of Arizona; or*

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

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

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

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

21 *(i) this section; or*

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

1 (4) *NONWAIVER FOR CERTAIN CLAIMS.*—*Nothing*
2 *in this subsection waives the sovereign immunity of*
3 *the Tribe or the United States, acting as trustee for*
4 *the Tribe, members of the Tribe, or the allottees, to*
5 *claims for monetary damages, costs, or attorneys' fees.*

6 (c) *ANTIDEFICIENCY.*—

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

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

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

1 (e) *EFFECT.*—*Nothing in the Big Sandy River-Planet*
2 *Ranch Agreement, the Hualapai Tribe Agreement, or this*
3 *Act—*

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

8 (2) *except as provided in subsections (a) and (b),*
9 *confers jurisdiction on any State court—*

10 (A) *to interpret Federal law or determine*
11 *the duties of the United States or any other*
12 *party pursuant to Federal law; or*

13 (B) *to conduct judicial review of a Federal*
14 *agency action; or*

15 (3) *limits the right of any member of the Tribe*
16 *(acting in an individual capacity) to assert or ac-*
17 *quire any water right based on State law.*

18 **SEC. 8. ENVIRONMENTAL COMPLIANCE.**

19 (a) *IN GENERAL.*—*In implementing the Big Sandy*
20 *River-Planet Ranch Agreement, the Hualapai Tribe Agree-*
21 *ment, and this Act, the Secretary shall comply with all ap-*
22 *plicable Federal environmental laws (including regula-*
23 *tions), including—*

24 (1) *the National Environmental Policy Act of*
25 *1969 (42 U.S.C. 4321 et seq.); and*

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

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

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

16 **SEC. 9. ENFORCEABILITY DATE.**

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

21 (1)(A) *to the extent that the Big Sandy River-*
22 *Planet Ranch Agreement or the Hualapai Tribe*
23 *Agreement conflict with this Act, the applicable agree-*
24 *ment has been revised by amendment to eliminate the*
25 *conflict; and*

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

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

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

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

18 (B) *all objections to the sever and transfer appli-*
19 *cations have been—*

20 (i) *conditionally withdrawn; or*

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

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

1 *partment has completed the legally required environ-*
2 *mental compliance described in section 8;*

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

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

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

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

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

24 *(A) December 31, 2015; and*

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

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

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

Union Calendar No. 478

113TH CONGRESS
2^D SESSION

H. R. 4924

[Report No. 113-638]

A BILL

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

DECEMBER 1, 2014

Reported with an amendment, committed to the Committee of the Whole House on the State of the Union, and ordered to be printed