

113TH CONGRESS
2^D SESSION

H. R. 4924

AN ACT

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

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

3 **SECTION 1. SHORT TITLE.**

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

6 **SEC. 2. PURPOSES.**

7 The purposes of this Act are—

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

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

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

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

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

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

5 (B) the Hualapai Tribe Bill Williams River
6 Water Rights Settlement Agreement entered
7 into among the Tribe, the United States as
8 trustee for the Tribe, members of the Tribe, the
9 allottees, and the Freeport Minerals Corpora-
10 tion, to the extent the Hualapai Tribe Agree-
11 ment is consistent 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 lim-
21 its on the extent of the use and transferability
22 of the severed and transferred water right and
23 other 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-Plan-
3 et Ranch Agreement and the Hualapai Tribe
4 Agreement in accordance with this Act;

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

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

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

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

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

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

1 **SEC. 3. DEFINITIONS.**

2 In this Act:

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

7 (2) ALLOTMENT.—The term “allotment” means
8 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
14 any Indian owner of an allotment under a patent
15 numbered 1039995, 1039996, 1039997, or
16 1019494.

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

23 (5) BAGDAD MINE COMPLEX AND BAGDAD
24 TOWNSITE.—The term “Bagdad Mine Complex and
25 Bagdad Townsite” means the geographical area de-

1 picted on the map attached as exhibit 2.9 to the Big
2 Sandy River-Planet Ranch Agreement.

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

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

11 (B) otherwise approved by the Secretary
12 and the parties to the Big Sandy River-Planet
13 Ranch Agreement.

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

19 (8) CONSERVATION PROGRAM.—The term
20 “Conservation Program” has the meaning given the
21 term “Lower Colorado River Multi-Species Con-
22 servation Program” in section 9401 of the Omnibus
23 Public Land Management Act of 2009 (Public Law
24 111–11; 123 Stat. 1327).

25 (9) CORPORATION.—

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

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

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

12 (11) ENFORCEABILITY DATE.—The term “en-
13 forceability date” means the date described in sec-
14 tion 9.

15 (12) FREEPORT GROUNDWATER WELLS.—

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

19 (i) 55–592824;

20 (ii) 55–595808;

21 (iii) 55–595810;

22 (iv) 55–200964; and

23 (v) 55–908273.

24 (B) INCLUSIONS.—The term “Freeport
25 Groundwater Wells” includes any replacement

1 of a well referred to in subparagraph (A) drilled
2 by or for the Corporation to supply water to the
3 Bagdad Mine Complex and Bagdad Townsite.

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

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

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

15 (B) otherwise approved by the Secretary
16 and the parties to the Agreement.

17 (14) HUALAPAI TRIBE WATER RIGHTS SETTLE-
18 MENT AGREEMENT.—The term “Hualapai Tribe
19 Water Rights Settlement Agreement” means the
20 comprehensive settlement agreement in the process
21 of negotiation as of the date of enactment of this
22 Act to resolve the claims of the Tribe for rights to
23 Colorado River water and Verde River water with fi-
24 nality.

25 (15) INJURY.—

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

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

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

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

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

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

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

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

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

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

4 (A) is depicted on the map attached to the
5 Big Sandy River-Planet Ranch Agreement as
6 exhibit 2.10;

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

8 (C) is part of the Hualapai Reservation
9 pursuant to Executive Order No. 1368 of June
10 2, 1911.

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

13 (A) the Big Sandy River-Planet Ranch
14 Agreement; or

15 (B) the Hualapai Tribe Agreement.

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

19 (A) in the special warranty deed recorded
20 on December 14, 2011, at Book 2011 and Page
21 05267 in the official records of La Paz County,
22 Arizona; and

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

1 (22) SECRETARY.—The term “Secretary”
2 means the Secretary of the Interior.

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

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

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

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

21 (25) WATER RIGHT.—The term “water right”
22 means—

23 (A) any right in or to groundwater, surface
24 water, or effluent under Federal, State, or
25 other law; and

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

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

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

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

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

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

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

21 (1) the Big Sandy River-Planet Ranch Agree-
22 ment (including all exhibits to the Big Sandy River-
23 Planet Ranch Agreement requiring the signature of
24 the Secretary);

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

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

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

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

23 (2) does not require approval by Congress.

24 (d) PROHIBITION.—The Secretary shall not file an
25 objection to any amendment to the sever and transfer ap-

1 plications or any new sever or transfer application filed
2 by the Corporation to accomplish the sever and transfer
3 of 10,055 acre-feet per year of water rights from Planet
4 Ranch and Lincoln Ranch to the Wikieup Wellfield, sub-
5 ject to the condition that the form of such an amendment
6 or new application shall be substantially similar to a form
7 attached to the Big Sandy River-Planet Ranch Agreement
8 as exhibit 4.2.1(ii)(a)(1) or 4.2.1(ii)(a)(2).

9 **SEC. 5. HUALAPAI TRIBE AGREEMENT.**

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

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

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

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

23 (1) the Hualapai Tribe Agreement (including
24 all exhibits to the Hualapai Tribe Agreement requir-
25 ing the signature of the Secretary); and

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

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

13 (1) is approved by the Secretary and the parties
14 to the Hualapai Tribe Agreement; and

15 (2) does not require approval by Congress.

16 (d) CONTRIBUTION OF CORPORATION TO ECONOMIC
17 DEVELOPMENT FUND.—

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

22 (A) may be used by the Tribe for the lim-
23 ited purpose of facilitating settlement of the
24 claims of the Tribe for rights to Colorado River
25 water by enabling the Tribe—

1 (i) to acquire Colorado River water
2 rights with the intent to increase the secu-
3 rity of the water rights of the Tribe; and

4 (ii) to otherwise facilitate the use of
5 water on the Hualapai Reservation;

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

11 (C) shall not be—

12 (i) considered to be trust funds; or

13 (ii) subject to responsibility or man-
14 agement by the United States as trustee
15 for the Tribe, members of the Tribe, and
16 the allottees.

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

24 (A) the Tribe shall not seek to transfer or
25 sell accumulated long-term storage credits gen-

1 erated from the storage of the acquired Colo-
2 rado River water rights; and

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

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

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

13 (B) December 31, 2039.

14 (4) COLORADO RIVER WATER RIGHTS COUNTED
15 AGAINST CLAIMS OF TRIBE.—

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

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

4 (e) FUTURE LIMITATIONS ON LAND TAKEN INTO
5 TRUST.—As provided in section 10.11 of the Hualapai
6 Tribe Agreement, the parties to the Hualapai Tribe Agree-
7 ment shall negotiate in good faith with other parties the
8 terms under which any land within the State of Arizona
9 held or acquired in fee by the Tribe may be taken into
10 trust by the United States for the benefit of the Tribe,
11 with any applicable terms to be incorporated into the
12 Hualapai Tribe Water Rights Settlement Agreement, sub-
13 ject to approval by Congress.

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

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

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

1 Wellfield or the Freeport Groundwater Wells
2 arising prior to the enforceability 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 Wikieup Wellfield or the Freeport
7 Groundwater Wells in a manner not in violation
8 of the Big Sandy River-Planet Ranch Agree-
9 ment; 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 Big Sandy
13 River-Planet Ranch Agreement.

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

16 (A) be in the form set forth in exhibit
17 7.2(ii) to the Big Sandy River-Planet Ranch
18 Agreement; and

19 (B) take effect on the enforceability date.

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

23 (A) to assert any claim for breach of, or to
24 seek enforcement of, the Big Sandy River-Plan-
25 et Ranch Agreement or this Act in any court of

1 competent jurisdiction (but not a tribal court);
2 and

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

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

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

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

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

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

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

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

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

10 (B) take effect on the enforceability date.

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

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

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

1 (c) CLAIMS BY UNITED STATES AS TRUSTEE FOR
2 ALLOTTEES UNDER BIG SANDY RIVER-PLANET RANCH
3 AGREEMENT.—

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

8 (A) any water rights of the allottees or the
9 United States as trustee for the allottees with
10 respect to—

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

13 (ii) Parcel 2 in excess of 312 acre-feet
14 per year;

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

20 (C) all claims for injury to water rights
21 arising after the enforceability date resulting
22 from the diversion of water by the Corporation
23 from the Wikieup Wellfield or the Freeport
24 Groundwater Wells in a manner not in violation

1 of the Big Sandy River-Planet Ranch Agree-
2 ment.

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

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

7 (B) take effect on the enforceability date.

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

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

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

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

23 (1) IN GENERAL.—Except as provided in para-
24 graph (3), the Tribe and the United States, acting
25 as trustee for the Tribe, members of the Tribe, and

1 the allottees, as part of the performance of obliga-
2 tions under the Hualapai Tribe Agreement, are au-
3 thorized to execute a waiver and release of all claims
4 that the Tribe or the United States as trustee for
5 the Tribe, members of the Tribe, or the allottees
6 may have against the Corporation under Federal,
7 State, or any other law, for—

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

13 (B) all claims for injury to water rights
14 arising after the enforceability date resulting
15 from the diversion of water by the Corporation
16 from the Bill Williams River watershed in a
17 manner not in violation of the Hualapai Tribe
18 Agreement or the Big Sandy River-Planet
19 Ranch Agreement; and

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

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

1 (A) be in the form set forth in exhibit
2 7.1(ii) to the Hualapai Tribe Agreement; and

3 (B) take effect on the enforceability date.

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

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

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

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

21 (e) CLAIMS BY TRIBE AGAINST UNITED STATES
22 UNDER BIG SANDY RIVER-PLANET RANCH AGREEMENT
23 AND HUALAPAI TRIBE AGREEMENT.—

24 (1) IN GENERAL.—In consideration for the ben-
25 efits to the Tribe, as set forth in the Big Sandy

1 River-Planet Ranch Agreement, the Hualapai Tribe
2 Agreement, and this Act, except as provided in para-
3 graph (3), the Tribe, on behalf of the Tribe and the
4 members of the Tribe, is authorized to execute a
5 waiver and release of all claims against the United
6 States and the agents and employees of the United
7 States for—

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

16 (i) loss of water, water rights, land, or
17 natural resources due to loss of water or
18 water rights on Parcel 3 (including dam-
19 ages, losses, or injuries to hunting, fishing,
20 and gathering rights due to loss of water,
21 water rights, or subordination of water
22 rights); or

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

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

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

13 (D) all past, present, and future claims re-
14 lating to any potential injury arising out of, or
15 relating in any manner to, the negotiation or
16 execution of the Big Sandy River-Planet Ranch
17 Agreement or the Hualapai Tribe Agreement.

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

20 (A) be in the form set forth in, as applica-
21 ble—

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

24 (ii) exhibit 7.3(ii) to the Hualapai
25 Tribe Agreement; and

1 (B) take effect on the enforceability date.

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

5 (A) to assert any claim for breach of, or to
6 seek enforcement of, the Big Sandy River-Plan-
7 et Ranch Agreement, the Hualapai Tribe
8 Agreement, or this Act in any court of com-
9 petent jurisdiction (but not a tribal court); and

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

15 **SEC. 7. ADMINISTRATION.**

16 (a) AMENDMENTS.—

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

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

23 (B) by inserting before paragraph (2) (as
24 so redesignated) the following:

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

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

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

12 **“SEC. 9403. ENFORCEABILITY.**

13 “(a) CIVIL ACTIONS.—

14 “(1) COLORADO RIVER CIVIL ACTIONS.—

15 “(A) DESCRIPTION OF CIVIL ACTION.—
16 Due to”; and

17 (B) in subsection (a) (as amended by sub-
18 paragraph (A))—

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

21 “(B) VENUE.—Any civil action under this
22 paragraph may be brought in any United States
23 district court in the State in which any non-
24 Federal party to the civil action is situated.”;
25 and

1 (ii) by adding at the end the fol-
2 lowing:

3 “(2) BILL WILLIAMS CIVIL ACTIONS.—

4 “(A) DESCRIPTION OF CIVIL ACTION.—

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

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

20 “(ii) the Big Sandy River-Planet
21 Ranch Agreement.

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

24 “(i) the United States District Court
25 for the District of Arizona; or

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

10 (3) in subsection (b)—

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

13 “(1) IN GENERAL.—The district”;

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

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

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

19 A State court or United States district court—

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

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

25 “(i) this section; or

1 “(ii) section 7 of the Bill Williams
2 River Water Rights Settlement Act of
3 2014.

4 “(3) EFFECT OF SUBSECTION.—Nothing in this
5 subsection affects the jurisdiction that would other-
6 wise be available in accordance with the authority
7 provided by section 208 of the Act of July 10, 1952
8 (commonly known as the ‘McCarran Amendment’)
9 (43 U.S.C. 666).”;

10 (4) in subsection (d)(2), by striking the para-
11 graph designation and heading and all that follows
12 through subparagraph (A) and inserting the fol-
13 lowing:

14 “(2) APPLICABILITY.—This section—

15 “(A) applies only to—

16 “(i) the Lower Colorado River Multi-
17 Species Conservation Program;

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

20 “(iii) the Big Sandy River-Planet
21 Ranch Agreement; and”;

22 (5) by striking subsection (e).

23 (b) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—

24 (1) IN GENERAL.—If any party to the Big
25 Sandy River-Planet Ranch Agreement or the

1 Hualapai Tribe Agreement brings a civil action in a
2 court described in paragraph (2) relating only and
3 directly to the interpretation or enforcement of this
4 Act (or an amendment made by this Act), the Big
5 Sandy River-Planet Ranch Agreement, or the
6 Hualapai Tribe Agreement—

7 (A) the Tribe and the United States, act-
8 ing as trustee for the Tribe, members of the
9 Tribe, or the allottees, may be named as a
10 party or joined in the civil action; and

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

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

22 (A) the United States District Court for
23 the District of Arizona; or

24 (B) a State court of competent jurisdiction
25 where a pending action has been brought to ad-

1 judicate the water rights associated with the
2 Bill Williams River system and source, in ac-
3 cordance with the authority provided by section
4 208 of the Act of July 10, 1952 (commonly
5 known as the “McCarran Amendment”) (43
6 U.S.C. 666).

7 (3) JURISDICTION.—A State court or a United
8 States district court—

9 (A) shall have jurisdiction over civil actions
10 described in paragraph (1); and

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

14 (i) this section; or

15 (ii) section 9403(b) of the Omnibus
16 Public Land Management Act of 2009
17 (Public Law 111–11; 123 Stat. 1328).

18 (4) NONWAIVER FOR CERTAIN CLAIMS.—Noth-
19 ing in this subsection waives the sovereign immunity
20 of the Tribe or the United States, acting as trustee
21 for the Tribe, members of the Tribe, or the allottees,
22 to claims for monetary damages, costs, or attorneys’
23 fees.

24 (c) ANTIDEFICIENCY.—

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

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

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

18 (e) EFFECT.—Nothing in the Big Sandy River-Plan-
19 et Ranch Agreement, the Hualapai Tribe Agreement, or
20 this Act—

21 (1) affects the ability of the United States to
22 carry out any action in the capacity of the United
23 States as trustee for any other Indian tribe or allot-
24 tee;

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

3 (A) to interpret Federal law or determine
4 the duties of the United States or any other
5 party pursuant to Federal law; or

6 (B) to conduct judicial review of a Federal
7 agency action; or

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

11 **SEC. 8. ENVIRONMENTAL COMPLIANCE.**

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

17 (1) the National Environmental Policy Act of
18 1969 (42 U.S.C. 4321 et seq.); and

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

21 (b) **EXECUTION OF AGREEMENTS.**—The execution by
22 the Secretary of the Big Sandy River-Planet Ranch Agree-
23 ment and the Hualapai Tribe Agreement in accordance
24 with this Act shall not constitute a major Federal action

1 for purposes of section 102 of the National Environmental
2 Policy Act of 1969 (42 U.S.C. 4332).

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

10 **SEC. 9. ENFORCEABILITY DATE.**

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

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

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

23 (2) the Corporation has submitted to ADWR a
24 conditional amendment of the sever and transfer ap-
25 plications for the Lincoln Ranch water right and

1 amendments to the sever and transfer applications
2 for Planet Ranch and Lincoln Ranch water rights
3 consistent with section 4.2.1(ii)(a) of the Big Sandy
4 River-Planet Ranch Agreement;

5 (3) the Secretary and the Arizona Game and
6 Fish Commission have executed and filed with
7 ADWR a conditional withdrawal of each objection
8 described in section 4(b)(3);

9 (4)(A) ADWR has issued a conditional order
10 approving the sever and transfer applications of the
11 Corporation; and

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

14 (i) conditionally withdrawn; or

15 (ii) resolved in a decision issued by ADWR

16 that is final and nonappealable;

17 (5) the Secretary has provided a notice to the
18 parties to the Big Sandy River-Planet Ranch Agree-
19 ment and the Hualapai Tribe Agreement that the
20 Department has completed the legally required envi-
21 ronmental compliance described in section 8;

22 (6) the steering committee for the Conservation
23 Program has approved and authorized the manager
24 of the Conservation Program to execute the lease in

1 the form as set forth in exhibit 2.33 to the Big
2 Sandy River-Planet Ranch Agreement; and

3 (7) the waivers and releases authorized by sec-
4 tion 6 have been executed by the Tribe and the Sec-
5 retary.

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

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

17 (1) this Act is repealed effective beginning on
18 the later of—

19 (A) December 31, 2015; and

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

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

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

Passed the House of Representatives December 1,
2014.

Attest:

Clerk.

113TH CONGRESS
2^D SESSION

H. R. 4924

AN ACT

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.