

**AMENDMENT IN THE NATURE OF A SUBSTITUTE
TO H.R. 4924
OFFERED BY MR. GOSAR OF ARIZONA**

1 Strike all after the enacting clause and insert the fol-
2 lowing:

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—

1 (A) the Big Sandy River-Planet Ranch
2 Water Rights Settlement Agreement entered
3 into among the Hualapai Tribe, the United
4 States as trustee for the Tribe, the members of
5 the Tribe and allottees, the Secretary of the In-
6 terior, the Arizona department of water re-
7 sources, Freeport Minerals Corporation, and
8 the Arizona Game and Fish Commission, to the
9 extent the Big Sandy River-Planet Ranch
10 Agreement is consistent with this Act; and

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

18 (3) to authorize and direct the Secretary—

19 (A) to execute the duties and obligations of
20 the Secretary under the Big Sandy River-Planet
21 Ranch Agreement, the Hualapai Tribe Agree-
22 ment, and this Act;

23 (B)(i) to remove objections to the applica-
24 tions for the severance and transfer of certain
25 water rights, in partial consideration of the

1 agreement of the parties to impose certain lim-
2 its on the extent of the use and transferability
3 of the severed and transferred water right and
4 other water rights; and

5 (ii) to provide confirmation of those water
6 rights; and

7 (C) to carry out any other activity nec-
8 essary to implement the Big Sandy River-Plan-
9 et Ranch Agreement and the Hualapai Tribe
10 Agreement in accordance with this Act;

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

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

17 (6) to bring the leased portion of Planet Ranch
18 into public ownership for the long-term benefit of
19 the Conservation Program; and

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

22 (A) to support a tribal water supply study
23 necessary for the advancement of a settlement
24 of the claims of the Tribe for rights to Colorado
25 River water; and

1 (B) to enable the Tribe to secure Colorado
2 River water rights and appurtenant land, in-
3 crease security of the water rights of the Tribe,
4 and facilitate a settlement of the claims of the
5 Tribe for rights to Colorado River water.

6 **SEC. 3. DEFINITIONS.**

7 In this Act:

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

12 (2) ALLOTMENT.—The term “allotment” means
13 the 4 off-reservation parcels held in trust by the
14 United States for individual Indians in the Big
15 Sandy River basin in Mohave County, Arizona,
16 under the patents numbered 1039995, 1039996,
17 1039997, and 1019494.

18 (3) ALLOTTEE.—The term “allottee” means
19 any Indian owner of an allotment under a patent
20 numbered 1039995, 1039996, 1039997, or
21 1019494.

22 (4) ARIZONA GAME AND FISH COMMISSION.—
23 The term “Arizona Game and Fish Commission”
24 means the entity established pursuant to title 17 of
25 the Arizona Revised Statutes to control the Arizona

1 game and fish department (or a successor agency or
2 entity).

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

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

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

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

24 (8) CONSERVATION PROGRAM.—The term
25 “Conservation Program” has the meaning given the

1 term “Lower Colorado River Multi-Species Con-
2 servation Program” in section 9401 of the Omnibus
3 Public Land Management Act of 2009 (Public Law
4 111–11; 123 Stat. 1327).

5 (9) CORPORATION.—

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

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

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

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

20 (12) FREEPORT GROUNDWATER WELLS.—

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

24 (i) 55–592824;

25 (ii) 55–595808;

1 (iii) 55–595810;

2 (iv) 55–200964; and

3 (v) 55–908273.

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

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

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

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

20 (B) otherwise approved by the Secretary
21 and the parties to the Agreement.

22 (14) HUALAPAI TRIBE WATER RIGHTS SETTLE-
23 MENT AGREEMENT.—The term “Hualapai Tribe
24 Water Rights Settlement Agreement” means the
25 comprehensive settlement agreement in the process

1 of negotiation as of the date of enactment of this
2 Act to resolve the claims of the Tribe for rights to
3 Colorado River water and Verde River water with fi-
4 nality.

5 (15) INJURY.—

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

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

13 (16) LINCOLN RANCH.—The term “Lincoln
14 Ranch” means the property owned by the Corpora-
15 tion described in the special warranty deed recorded
16 on December 4, 1995, at Book 1995 and Page
17 05874 in the official records of La Paz County, Ari-
18 zona.

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

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

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

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

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

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

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

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

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

13 (C) is part of the Hualapai Reservation
14 pursuant to Executive Order 1368 of June 2,
15 1911.

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

18 (A) the Big Sandy River-Planet Ranch
19 Agreement; or

20 (B) the Hualapai Tribe Agreement.

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

24 (A) in the special warranty deed recorded
25 on December 14, 2011, at Book 2011 and Page

1 05267 in the official records of La Paz County,
2 Arizona; and

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

5 (22) SECRETARY.—The term “Secretary”
6 means the Secretary of the Interior.

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

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

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

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

1 (25) WATER RIGHT.—The term “water right”
2 means—

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

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

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

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

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

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

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

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

1 (1) the Big Sandy River-Planet Ranch Agree-
2 ment (including all exhibits to the Big Sandy River-
3 Planet Ranch Agreement requiring the signature of
4 the Secretary);

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

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

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

1 (1) is approved by the Secretary and the parties
2 to the Big Sandy River-Planet Ranch Agreement;
3 and

4 (2) does not require approval by Congress.

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

15 **SEC. 5. HUALAPAI TRIBE AGREEMENT.**

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

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

21 (2) any amendment to the Hualapai Tribe
22 Agreement executed to make the Hualapai Tribe
23 Agreement consistent with this Act is authorized,
24 ratified, and confirmed.

1 (b) EXECUTION.—To the extent that the Hualapai
2 Tribe Agreement does not conflict with this Act, and in
3 support of the purposes of this Act, the Secretary shall
4 execute—

5 (1) the Hualapai Tribe Agreement (including
6 all exhibits to the Hualapai Tribe Agreement requir-
7 ing the signature of the Secretary); and

8 (2) any amendment to the Hualapai Tribe
9 Agreement (including any amendment to an exhibit
10 of the Hualapai Tribe Agreement requiring the sig-
11 nature of the Secretary) that is necessary to make
12 the Hualapai Tribe Agreement consistent with this
13 Act.

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

20 (1) is approved by the Secretary and the parties
21 to the Hualapai Tribe Agreement; and

22 (2) does not require approval by Congress.

23 (d) CONTRIBUTION OF CORPORATION TO ECONOMIC
24 DEVELOPMENT FUND.—

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

5 (A) may be used by the Tribe for the lim-
6 ited purpose of facilitating settlement of the
7 claims of the Tribe for rights to Colorado River
8 water by enabling the Tribe—

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

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

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

19 (C) shall not be—

20 (i) considered to be trust funds; or

21 (ii) subject to responsibility or man-
22 agement by the United States as trustee
23 for the Tribe, members of the Tribe, and
24 the allottees.

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

8 (A) the Tribe shall not seek to transfer or
9 sell accumulated long-term storage credits gen-
10 erated from the storage of the acquired Colo-
11 rado River water rights; and

12 (B) the Tribe shall not seek approval to
13 change the place of use of the acquired Colo-
14 rado River water rights, except for the purposes
15 of storing the water in accordance with this
16 paragraph.

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

19 (A) the date on which the Hualapai Tribe
20 Water Rights Settlement Agreement becomes
21 enforceable; and

22 (B) December 31, 2039.

23 (4) COLORADO RIVER WATER RIGHTS COUNTED
24 AGAINST CLAIMS OF TRIBE.—

1 (A) IN GENERAL.—If the Hualapai Tribe
2 Water Rights Settlement Agreement does not
3 become enforceable by December 31, 2039, any
4 Colorado River water rights acquired by the
5 Tribe with the contribution of the Corporation
6 to the economic development fund of the Tribe
7 shall be counted, on an acre-foot per acre-foot
8 basis, toward the claims of the Tribe for rights
9 to Colorado River water in any subsequent set-
10 tlement or adjudication of those claims.

11 (B) EFFECT OF PARAGRAPH.—Nothing in
12 this paragraph restricts any claim for rights of
13 the Tribe to Colorado River water in any subse-
14 quent settlement or adjudication.

15 (e) FUTURE LIMITATIONS ON LAND TAKEN INTO
16 TRUST.—As provided in section 10.11 of the Hualapai
17 Tribe Agreement, the parties to the Hualapai Tribe Agree-
18 ment shall negotiate in good faith with other parties the
19 terms under which any land within the State of Arizona
20 held or acquired in fee by the Tribe may be taken into
21 trust by the United States for the benefit of the Tribe,
22 with any applicable terms to be incorporated into the
23 Hualapai Tribe Water Rights Settlement Agreement, sub-
24 ject to approval by Congress.

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

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

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

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

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

21 (C) all past, present, and future claims
22 arising out of, or relating in any manner to, the
23 negotiation or execution of the Big Sandy
24 River-Planet Ranch Agreement.

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

1 (A) be in the form set forth in exhibit
2 7.2(ii) to the Big Sandy River-Planet Ranch
3 Agreement; and

4 (B) take effect on the enforceability date.

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

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

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

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

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

1 (A) any water rights of the Tribe or the
2 United States as trustee for the Tribe and
3 members of the Tribe with respect to Parcel 3
4 in excess of 300 acre-feet 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
8 the Corporation from the Wikieup Wellfield or
9 the 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 or the Hualapai Tribe Agreement.

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

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

21 (B) take effect on the enforceability date.

22 (3) RETENTION OF RIGHTS.—The Tribe and
23 the United States, acting as trustee for the Tribe
24 and members of the Tribe, shall retain all rights not

1 expressly waived under paragraph (1), including the
2 right—

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

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

12 (c) CLAIMS BY UNITED STATES AS TRUSTEE FOR
13 ALLOTTEES UNDER BIG SANDY RIVER-PLANET RANCH
14 AGREEMENT.—

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

19 (A) any water rights of the allottees or the
20 United States as trustee for the allottees with
21 respect to—

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

24 (ii) Parcel 2 in excess of 312 acre-feet
25 per year;

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

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

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

15 (A) be in the form set forth in exhibit
16 7.1(ii) to the Hualapai Tribe Agreement; and

17 (B) take effect on the enforceability date.

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

22 (A) to assert any claim for breach of, or to
23 seek enforcement of, the Big Sandy River-Plan-
24 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 (d) CLAIMS BY TRIBE AND UNITED STATES AS
8 TRUSTEE UNDER HUALAPAI TRIBE AGREEMENT.—

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

19 (A) all past and present claims for injury
20 to water rights resulting from the diversion of
21 water by the Corporation from the Bill Williams
22 River watershed arising prior to the enforce-
23 ability date;

24 (B) 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 Bill Williams River watershed in a
3 manner not in violation of the Hualapai Tribe
4 Agreement or the Big Sandy River-Planet
5 Ranch Agreement; and

6 (C) all past, present, and future claims
7 arising out of, or relating in any manner to, the
8 negotiation or execution of the Hualapai Tribe
9 Agreement.

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

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

14 (B) take effect on the enforceability date.

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

20 (A) subject to paragraph 10.5 of the
21 Hualapai Tribe Agreement, a claim for breach
22 of, or to seek enforcement of, the Hualapai
23 Tribe Agreement or this Act in any court of
24 competent jurisdiction (but not a tribal court);

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

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

8 (e) CLAIMS BY TRIBE AGAINST UNITED STATES
9 UNDER BIG SANDY RIVER-PLANET RANCH AGREEMENT
10 AND HUALAPAI TRIBE AGREEMENT.—

11 (1) IN GENERAL.—In consideration for the ben-
12 efits to the Tribe, as set forth in the Big Sandy
13 River-Planet Ranch Agreement, the Hualapai Tribe
14 Agreement, and this Act, except as provided in para-
15 graph (3), the Tribe, on behalf of the Tribe and the
16 members of the Tribe, is authorized to execute a
17 waiver and release of all claims against the United
18 States and the agents and employees of the United
19 States for—

20 (A) all past, present, and future claims re-
21 lating to claims for water rights for Parcel 3 in
22 excess of 300 acre-feet per year that the United
23 States, acting as trustee for the Tribe, asserted
24 or could have asserted against any party to the
25 Big Sandy River-Planet Ranch Agreement or

1 the Hualapai Tribe Agreement, including the
2 Corporation, including claims relating to—

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

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

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

19 (C) all claims relating to injury to water
20 rights arising after the enforceability date asso-
21 ciated with Parcel 3, resulting from the diver-
22 sion of water by the Corporation from the Bill
23 Williams River watershed in a manner not in
24 violation of the Hualapai Tribe Agreement; and

1 (D) all past, present, and future claims re-
2 lating 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 re-
7 leases 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
16 retain all rights not expressly waived under para-
17 graph (1), including the right—

18 (A) to assert any claim for breach of, or to
19 seek enforcement of, the Big Sandy River-Plan-
20 et Ranch Agreement, the Hualapai Tribe
21 Agreement, or this Act in any court of com-
22 petent jurisdiction (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 Omni-
6 bus Public Land Management Act of 2009 (Public
7 Law 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
12 so 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 sec-
16 tion 3 of the Bill Williams River Water Rights Set-
17 tlement Act of 2014.”.

18 (2) ENFORCEABILITY.—Section 9403 of the
19 Omnibus Public Land Management Act of 2009
20 (Public 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”
23 in 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.—

3 Due 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 fol-
14 lowing:

15 “(2) BILL WILLIAMS CIVIL ACTIONS.—

16 “(A) DESCRIPTION OF CIVIL ACTION.—

17 Due to the unique role of the Lower Colorado

18 River Multi-Species Conservation Program in

19 resolving competing water rights claims in the

20 Bill Williams River watershed (as defined in

21 section 3 of the Bill Williams River Water

22 Rights Settlement Act of 2014) and other

23 claims among the parties to the Big Sandy-

24 River Planet Ranch Agreement, any party to

25 the Big Sandy River-Planet Ranch Agreement

1 may commence a civil action in a court de-
2 scribed in subparagraph (B) relating only and
3 directly to the interpretation or enforcement
4 of—

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

7 “(ii) the Big Sandy River-Planet
8 Ranch Agreement.

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

11 “(i) the United States District Court
12 for the District of Arizona; or

13 “(ii) a State court of competent juris-
14 diction where a pending action has been
15 brought to adjudicate the water rights as-
16 sociated with the Bill Williams River sys-
17 tem and source, in accordance with the au-
18 thority provided by section 208 of the Act
19 of July 10, 1952 (commonly known as the
20 ‘McCarran Amendment’) (43 U.S.C.
21 666).”;

22 (3) in subsection (b)—

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

25 “(1) IN GENERAL.—The district”;

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

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

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

6 A State court or United States district court—

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

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

12 “(i) this section; or

13 “(ii) section 7 of the Bill Williams
14 River Water Rights Settlement Act of
15 2014.

16 “(3) EFFECT OF SUBSECTION.—Nothing in this
17 subsection affects the jurisdiction that would other-
18 wise be available in accordance with the authority
19 provided by section 208 of the Act of July 10, 1952
20 (commonly known as the ‘McCarran Amendment’)
21 (43 U.S.C. 666).”;

22 (4) in subsection (d)(2), by striking the para-
23 graph designation and heading and all that follows
24 through subparagraph (A) and inserting the fol-
25 lowing:

1 “(2) APPLICABILITY.—This section—

2 “(A) applies only to—

3 “(i) the Lower Colorado River Multi-
4 Species Conservation Program;

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

7 “(iii) the Big Sandy River-Planet
8 Ranch Agreement; and”;

9 (5) by striking subsection (e).

10 (b) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—

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

19 (A) the Tribe and the United States, act-
20 ing as trustee for the Tribe, members of the
21 Tribe, or the allottees, may be named as a
22 party or joined in the civil action; and

23 (B) any claim by the Tribe or the United
24 States, acting as trustee for the Tribe, members
25 of the Tribe, or the allottees, to sovereign im-

1 munity from the civil action is waived, but only
2 for the limited and sole purpose of the interpre-
3 tation or enforcement of this Act (or an amend-
4 ment made by this Act), the Big Sandy River-
5 Planet Ranch Agreement, or the Hualapai
6 Tribe Agreement.

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

9 (A) the United States District Court for
10 the District of Arizona; or

11 (B) a State court of competent jurisdiction
12 where a pending action has been brought to ad-
13 judicate the water rights associated with the
14 Bill Williams River system and source, in ac-
15 cordance with the authority provided by section
16 208 of the Act of July 10, 1952 (commonly
17 known as the “McCarran Amendment”) (43
18 U.S.C. 666).

19 (3) JURISDICTION.—A State court or a United
20 States district court—

21 (A) shall have jurisdiction over civil actions
22 described in paragraph (1); and

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

1 (i) this section; or

2 (ii) section 9403(b) of the Omnibus
3 Public Land Management Act of 2009
4 (Public Law 111–11; 123 Stat. 1328).

5 (4) NONWAIVER FOR CERTAIN CLAIMS.—Noth-
6 ing in this subsection waives the sovereign immunity
7 of the Tribe or the United States, acting as trustee
8 for the Tribe, members of the Tribe, or the allottees,
9 to claims for monetary damages, costs, or attorneys’
10 fees.

11 (c) ANTIDEFICIENCY.—

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

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

23 (d) PUBLIC ACCESS.—Nothing in this Act prohibits
24 reasonable public access to the Conservation Program land
25 at Planet Ranch or Lincoln Ranch in a manner that is

1 consistent with all applicable Federal and State laws and
2 any applicable conservation management plan imple-
3 mented under the Conservation Program.

4 (e) EFFECT.—Nothing in the Big Sandy River-Plan-
5 et Ranch Agreement, the Hualapai Tribe Agreement, or
6 this Act—

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

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

13 (A) to interpret Federal law or determine
14 the duties of the United States or any other
15 party pursuant to Federal law; or

16 (B) to conduct judicial review of a Federal
17 agency action; or

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

21 **SEC. 8. ENVIRONMENTAL COMPLIANCE.**

22 (a) IN GENERAL.—In implementing the Big Sandy
23 River-Planet Ranch Agreement, the Hualapai Tribe
24 Agreement, and this Act, the Secretary shall comply with

1 all applicable Federal environmental laws (including regu-
2 lations), including—

3 (1) the National Environmental Policy Act of
4 1969 (42 U.S.C. 4321 et seq.); and

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

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

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

20 **SEC. 9. ENFORCEABILITY DATE.**

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

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

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

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

16 (3) the Secretary and the Arizona Game and
17 Fish Commission have executed and filed with
18 ADWR a conditional withdrawal of each objection
19 described in section 4(b)(3);

20 (4)(A) ADWR has issued a conditional order
21 approving the sever and transfer applications of the
22 Corporation; and

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

25 (i) conditionally withdrawn; or

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

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

8 (6) the steering committee for the Conservation
9 Program has approved and authorized the manager
10 of the Conservation Program to execute the lease in
11 the form as set forth in exhibit 2.33 to the Big
12 Sandy River-Planet Ranch Agreement; and

13 (7) the waivers and releases authorized by sec-
14 tion 6 have been executed by the Tribe and the Sec-
15 retary.

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

21 (c) FAILURE OF ENFORCEABILITY DATE TO
22 OCCUR.—If the Secretary does not publish a statement
23 of findings under subsection (a) by December 15, 2015,
24 or an extended date agreed to by the Tribe, the Secretary,

1 and the Corporation, after providing reasonable notice to
2 the State of Arizona—

3 (1) this Act is repealed effective beginning on
4 the later of—

5 (A) December 31, 2015; and

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

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

13 (3) the Tribe, members of the Tribe, the
14 allottees, and the United States, acting as trustee
15 for the Tribe, members of the Tribe, and the
16 allottees, shall retain the right to assert past,
17 present, and future claims to water rights and
18 claims for injury to water rights in the Bill Williams
19 River watershed.

