

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

# H. R. 4841

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## AN ACT

To approve, ratify, and confirm the settlement agreement entered into to resolve claims by the Soboba Band of Luiseno Indians relating to alleged interferences with the water resources of the Tribe, to authorize and direct the Secretary of the Interior to execute and perform the Settlement Agreement and related waivers, and for other purposes.

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

3 **SECTION 1. SHORT TITLE.**

4        This Act may be cited as the “Soboba Band of  
5 Luiseño Indians Settlement Act”.

6 **SEC. 2. FINDINGS AND PURPOSES.**

7        (a) FINDINGS.—The Congress finds the following:

8            (1) The Soboba Band of Luiseño Indians is a  
9        federally recognized Indian tribe whose Reservation  
10       of approximately 6,000 acres, extending east and  
11       north from the banks of the San Jacinto River in  
12       Riverside County, California, was created by an Ex-  
13       ecutive Order dated June 19, 1883, and enlarged  
14       and modified by subsequent Executive Orders, pur-  
15       chases, and an Act of Congress.

16           (2) The Tribe’s water rights have not been  
17       quantified, and the Tribe has asserted claims for  
18       interferences with the water resources of its Res-  
19       ervation, which the Tribe maintains have rendered  
20       much of the Tribe’s Reservation useless for habi-  
21       tation, livestock, or Agriculture. On April 20, 2000,  
22       the Tribe filed a lawsuit against The Metropolitan  
23       Water District of Southern California for inter-  
24       ference with the Tribe’s water resources and dam-  
25       ages to its Reservation allegedly caused by

1 Metropolitan’s construction and operation of the San  
2 Jacinto Tunnel, which is part of the Colorado River  
3 Aqueduct. The lawsuit, styled Soboba Band of  
4 Luiseño Indians v. Metropolitan Water District of  
5 Southern California, No. 00–04208 GAF (MANx),  
6 is pending in the United States District Court for  
7 the Central District of California.

8 (3) The Tribe also has made claims against  
9 Eastern Municipal Water District and Lake Hemet  
10 Municipal Water District, located adjacent to the  
11 Reservation, seeking to secure its water rights and  
12 damages arising from alleged past interference with  
13 the Tribe’s water resources.

14 (4) After negotiations, which included participa-  
15 tion by representatives of the Tribe, the United  
16 States on behalf of the Tribe, The Metropolitan  
17 Water District of Southern California, Eastern Mu-  
18 nicipal Water District, and Lake Hemet Municipal  
19 Water District, a Settlement Agreement has been  
20 developed to determine the Tribe’s water rights, re-  
21 solve all of its claims for interference with the water  
22 resources of, and damages to, its Reservation, pro-  
23 vide for the construction of water projects to facili-  
24 tate the exercise of the Tribe’s rights, and resolve

1 the lawsuit referenced in paragraph (2) of this sec-  
2 tion.

3 (5) The Settlement Agreement provides that—

4 (A) Eastern Municipal Water District and  
5 Lake Hemet Municipal Water District acknowl-  
6 edge and assure the Tribe's prior and para-  
7 mount right, superior to all others, to pump  
8 9,000 acre-feet of water annually from the San  
9 Jacinto River basin in accordance with the limi-  
10 tations and other conditions set forth in the  
11 Settlement Agreement;

12 (B) Eastern Municipal Water District and  
13 The Metropolitan Water District of Southern  
14 California will contract to supply water to East-  
15 ern Municipal Water District and Eastern Mu-  
16 nicipal Water District will use this water to re-  
17 charge water supplies into the basin; and

18 (C) the three water districts will make sub-  
19 stantial additional contributions to the settle-  
20 ment, including the conveyance of certain re-  
21 placement lands and economic development  
22 funds to the Tribe, to carry out the Settlement  
23 Agreement's provisions.

24 (b) PURPOSES.—The purposes of this Act are—

1           (1) to approve, ratify, and confirm the Settle-  
2           ment Agreement entered into by the Tribe and non-  
3           Indians entities;

4           (2) to achieve a fair, equitable, and final settle-  
5           ment of all claims of the Soboba Band of Luiseño  
6           Indians, its members, and the United States on be-  
7           half of the Tribe and its members, to the water of  
8           the San Jacinto River basin;

9           (3) to authorize and direct the Secretary of the  
10          Interior to execute and perform all obligations of the  
11          Secretary under the Settlement Agreement; and

12          (4) to authorize the actions and appropriations  
13          necessary to meet obligations of the United States  
14          under the Settlement Agreement and this Act.

15 **SEC. 3. DEFINITIONS.**

16          In this Act:

17           (1) **RESTORATION FUND.**—The term “Restora-  
18           tion Fund” means the San Jacinto Basin Restora-  
19           tion Fund established by section 6.

20           (2) **DEVELOPMENT FUND.**—The term “Devel-  
21           opment Fund” means the Soboba Band of Luiseño  
22           Indians Water Development Fund established by  
23           section 7.

24           (3) **RESERVATION.**—

1           (A) IN GENERAL.—The term “Reserva-  
2           tion” means the Soboba Indian Reservation cre-  
3           ated by Executive Order dated June 19, 1883,  
4           and enlarged and modified as of the date of en-  
5           actment of this Act by Executive Orders and an  
6           Act of Congress.

7           (B) EXCLUSIONS.—For the purposes of  
8           this Act, the term “Reservation” does not in-  
9           clude—

10                   (i) the 950 acres northwest of and  
11                   contiguous to the Reservation known as  
12                   the “Jones Ranch”, purchased by the  
13                   Soboba Tribe in fee on July 21, 2001, and  
14                   placed into trust on January 13, 2003;

15                   (ii) the 535 acres southeast of and  
16                   contiguous to the Reservation known as  
17                   the “Horseshoe Grande”, purchased by the  
18                   Soboba Tribe in fee in seven separate  
19                   transactions in June and December 2001,  
20                   December 2004, June 2006, and January  
21                   2007; and

22                   (iii) the 478 acres north of and con-  
23                   tiguous to the Reservation known as “The  
24                   Oaks”, purchased by the Soboba Tribe in  
25                   fee on April 4, 2004.

1           (4) SECRETARY.—The term “Secretary” means  
2 the Secretary of the Interior or a designee of the  
3 Secretary.

4           (5) SETTLEMENT AGREEMENT.—The term  
5 “Settlement Agreement” means that agreement  
6 dated June 7, 2006, as amended to be consistent  
7 with this Act, together with all exhibits thereto. The  
8 parties to the Settlement Agreement are the Soboba  
9 Band of Luiseño Indians and its members, the  
10 United States on behalf of the Tribe and its mem-  
11 bers, The Metropolitan Water District of Southern  
12 California, Eastern Municipal Water District, and  
13 Lake Hemet Municipal Water District.

14           (6) TRIBE, SOBOBA TRIBE, OR SOBOBA BAND  
15 OF LUISEÑO INDIANS.—The terms “Tribe”, “Soboba  
16 Tribe”, or “Soboba Band of Luiseño Indians”  
17 means the body politic and federally recognized In-  
18 dian tribe, and its members.

19           (7) WATER MANAGEMENT PLAN.—The term  
20 “Water Management Plan” means the plan, ap-  
21 proved by the Soboba Tribe and the Secretary, de-  
22 veloped pursuant to section 4.8, paragraph A of the  
23 Settlement Agreement to resolve the overdraft of the  
24 San Jacinto basin.

1 **SEC. 4. RATIFICATION OF SETTLEMENT AGREEMENT; AU-**  
2 **THORIZATION.**

3 (a) IN GENERAL.—The United States hereby ap-  
4 proves, ratifies, and confirms the Settlement Agreement,  
5 except to the extent it conflicts with the provisions of this  
6 Act.

7 (b) AUTHORIZATION.—The Secretary is authorized  
8 and directed to execute, and take such other actions as  
9 are necessary to implement, the Settlement Agreement  
10 and any amendments approved by the parties necessary  
11 to make the Settlement Agreement consistent with this  
12 Act.

13 **SEC. 5. AUTHORIZATION OF APPROPRIATIONS.**

14 (a) RESTORATION FUND.—There is authorized to be  
15 appropriated to the San Jacinto Basin Restoration Fund  
16 established in section 6 of this Act the amount of  
17 \$5,000,000 for each of fiscal years 2010 and 2011 to pay  
18 or reimburse the costs associated with constructing, oper-  
19 ating, and maintaining the portion of the basin recharge  
20 project that the United States is responsible for under the  
21 Settlement Agreement. These costs are described in sec-  
22 tion 4.5 of the Settlement Agreement and are necessary  
23 to accommodate deliveries of the supplemental imported  
24 water under section 4.4 of the Settlement Agreement.

25 (b) DEVELOPMENT FUND.—There is authorized to  
26 be appropriated to the Soboba Band of Luiseño Indians



1 Water Development Fund established in section 7 of this  
2 Act the amount of \$5,500,000 for each of fiscal years  
3 2010 and 2011 to pay or reimburse costs associated with  
4 constructing, operating, and maintaining water and sew-  
5 age infrastructure, and other water-related development  
6 projects.

7 (c) LIMITATION.—No funding of any construction,  
8 operation, maintenance, or replacement other than those  
9 funds authorized under subsections (a) and (b) shall be  
10 the responsibility of the Federal Government under the  
11 Settlement Agreement or this Act.

12 **SEC. 6. RESTORATION FUND.**

13 (a) ESTABLISHMENT.—There shall be established  
14 within the Treasury of the United States a non-interest  
15 bearing account to be known as the “San Jacinto Basin  
16 Restoration Fund”, consisting of the amounts authorized  
17 to be appropriated in section 5(a) of this Act.

18 (b) ADMINISTRATION.—The Restoration Fund shall  
19 be administered by the Secretary for the purposes set  
20 forth in subsection (d) of this section.

21 (c) AVAILABILITY.—The funds authorized to be ap-  
22 propriated pursuant to section 5(a) of this Act shall be  
23 available for expenditure or withdrawal only after the ef-  
24 fective date set forth in section 10(a).

25 (d) EXPENDITURES AND WITHDRAWALS.—

1 (1) EXPENDITURE PLAN.—

2 (A) IN GENERAL.—Eastern Municipal  
3 Water District, on behalf of the Water Manage-  
4 ment Plan, shall submit to the Secretary for ap-  
5 proval an expenditure plan for use of the Res-  
6 toration Fund.

7 (B) REQUIREMENTS.—The expenditure  
8 plan shall require that any funds be expended  
9 or reimbursed in accordance with the purposes  
10 described in section 5(a) of this Act.

11 (2) WITHDRAWALS.—On approval by the Sec-  
12 retary of the expenditure plan described in this sec-  
13 tion, Eastern Municipal Water District, on behalf of  
14 the Water Management Plan, may expend or be re-  
15 imbursement monies from the Restoration Fund as pro-  
16 vided in the plan.

17 (3) ENFORCEMENT.—The Secretary may take  
18 judicial or administrative action to enforce the provi-  
19 sions of any expenditure plan to ensure that monies  
20 expended or reimbursed from the Restoration Fund  
21 under the plan are used in accordance with this Act.

22 (4) LIABILITY.—If Eastern Municipal Water  
23 District, on behalf of the Water Management Plan,  
24 exercises the right to expend or be reimbursed mon-  
25 ies from the Restoration Fund, neither the Secretary

1 nor the Secretary of the Treasury shall have any li-  
2 ability for the expenditure or reimbursement.

3 (5) ANNUAL REPORT.—Eastern Municipal  
4 Water District shall submit to the Tribe and the  
5 Secretary an annual report that describes all ex-  
6 penditures or reimbursements from the Restoration  
7 Fund during the year covered by the report.

8 **SEC. 7. DEVELOPMENT FUND.**

9 (a) ESTABLISHMENT.—There shall be established  
10 within the Treasury of the United States a fund to be  
11 known as the “Soboba Band of Luiseño Indians Water  
12 Development Fund”, to be managed and invested by the  
13 Secretary consisting of the amounts authorized to be ap-  
14 propriated in section 5(b).

15 (b) MANAGEMENT.—The Secretary shall manage the  
16 Development Fund, make investments, and make monies  
17 available for distribution consistent with the American In-  
18 dian Trust Fund Management Reform Act of 1994 (25  
19 U.S.C. 4001 et seq.) (referred to in this section as the  
20 “Trust Fund Reform Act”), this Act, and the Settlement  
21 Agreement.

22 (c) INVESTMENT.—The Secretary shall invest  
23 amounts in the Development Fund in accordance with—

24 (1) the Act of April 1, 1880 (21 Stat. 70, ch.  
25 41, 25 U.S.C. 161);

1           (2) the first section of the Act of June 24,  
2           1938 (52 Stat. 1037, ch. 648, 25 U.S.C. 162a); and

3           (3) subsection (b) of this section.

4           (d) AVAILABILITY.—The funds authorized to be ap-  
5           propriated pursuant to section 5(b) of this Act shall be  
6           available for expenditure or withdrawal only after the ef-  
7           fective date set forth in section 10(a).

8           (e) EXPENDITURES AND WITHDRAWALS.—

9           (1) TRIBAL MANAGEMENT PLAN.—

10           (A) IN GENERAL.—The Tribe may with-  
11           draw all or part of the Development Fund on  
12           approval by the Secretary of a tribal manage-  
13           ment plan as described in the Trust Fund Re-  
14           form Act.

15           (B) REQUIREMENTS.—In addition to the  
16           requirements under the Trust Fund Reform  
17           Act, the tribal management plan shall require  
18           that any funds be expended or reimbursed in  
19           accordance with the purposes described in sec-  
20           tion 5(b) of this Act.

21           (C) ENFORCEMENT.—The Secretary may  
22           take judicial or administrative action to enforce  
23           the provisions of any tribal management plan to  
24           ensure that monies withdrawn from the Devel-

1           opment Fund under the plan are used in ac-  
2           cordance with this Act.

3           (D) LIABILITY.—If the Tribe exercises the  
4           right to withdraw monies from the Development  
5           Fund, neither the Secretary nor the Secretary  
6           of the Treasury shall retain any liability for the  
7           expenditure or investment.

8           (2) EXPENDITURE PLAN.—

9           (A) IN GENERAL.—The Tribe shall submit  
10          to the Secretary for approval an expenditure  
11          plan for any portion of the amounts made avail-  
12          able under section 5(b) that the Tribe does not  
13          withdraw under this subsection.

14          (B) DESCRIPTION.—The expenditure plan  
15          shall describe the manner in which, and the  
16          purposes for which, amounts of the Tribe re-  
17          maining in the Funds will be used.

18          (C) APPROVAL.—On receipt of an expendi-  
19          ture plan under subparagraph (A), the Sec-  
20          retary shall approve the plan if the Secretary  
21          determines that the plan is reasonable and con-  
22          sistent with this Act and the Agreement.

23          (3) ANNUAL REPORT.—The Tribe shall submit  
24          to the Secretary an annual report that describes all

1 expenditures from the Development Fund during the  
2 year covered by the report.

3 (4) NO PER CAPITA DISTRIBUTIONS.—No part  
4 of the Development Fund shall be distributed on a  
5 per capita basis to members of the Tribe.

6 **SEC. 8. WAIVERS AND RELEASES.**

7 (a) TRIBE AND UNITED STATES AUTHORIZATION.—  
8 The Tribe, on behalf of itself and its members, and the  
9 Secretary, on behalf of the United States in its capacity  
10 as trustee for the Tribe and its members, are authorized,  
11 as part of the performance of their obligations under the  
12 Settlement Agreement, to execute a waiver and release for  
13 claims under Federal, State, or other law against The  
14 Metropolitan Water District of Southern California, East-  
15 ern Municipal Water District, and Lake Hemet Municipal  
16 Water District, for any and all—

17 (1) past, present, and future claims to surface  
18 water and groundwater rights for the Reservation  
19 arising from time immemorial through the effective  
20 date described in section 10 of this Act and anytime  
21 thereafter, except claims to enforce the Settlement  
22 Agreement or claims based on water rights acquired  
23 after the effective date described in section 10 of  
24 this Act;

1           (2) past, present, and future claims for injury  
2 of any kind arising from interference with surface  
3 water and groundwater resources and water rights  
4 of the Reservation, including, but not limited to, all  
5 claims for injury to the Tribe's use and enjoyment  
6 of the Reservation, economic development, religion,  
7 language, social structure and culture, and injury to  
8 the natural resources of the Reservation, from time  
9 immemorial through the effective date described in  
10 section 10 of this Act;

11           (3) past, present, and future claims for injury  
12 of any kind arising from, or in any way related to,  
13 continuing interference with surface water and  
14 groundwater resources and water rights of the Res-  
15 ervation, including the full scope of claims defined in  
16 section 5.1, paragraph A(2) of the Settlement Agree-  
17 ment, to the extent that such continuing interference  
18 began prior to the effective date described in section  
19 10 of this Act, from time immemorial through the  
20 effective date described in section 10 of this Act and  
21 anytime thereafter;

22           (4) past, present, and future claims for injury  
23 of any kind arising from, or in any way related to,  
24 seepage of water into the San Jacinto Tunnel, in-  
25 cluding the full scope of claims defined in section

1 5.1, paragraph A(2) of the Settlement Agreement,  
2 from time immemorial through the effective date de-  
3 scribed in section 10 of this Act and anytime there-  
4 after; and

5 (5) past, present, and future claims for injury  
6 of any kind arising from, or in any way related to,  
7 the Water Management Plan as approved in accord-  
8 ance with the Settlement Agreement, from time im-  
9 memorial through the effective date described in sec-  
10 tion 10 of this Act and anytime thereafter.

11 (b) TRIBAL WAIVERS AGAINST THE UNITED  
12 STATES.—

13 (1) IN GENERAL.—The Tribe is authorized, as  
14 part of the performance of its obligations under the  
15 Settlement Agreement, to execute a waiver and re-  
16 lease for claims against the United States (acting in  
17 its capacity as trustee for the Tribe or its members,  
18 or otherwise acting on behalf of the Tribe or its  
19 members), including any agencies, officials, or em-  
20 ployees thereof, for any and all—

21 (A) claims described in subsection (a) of  
22 this section;

23 (B) past, present, and future claims for  
24 failure to acquire or develop water rights and  
25 water resources of the Reservation arising from



1 time immemorial through the effective date de-  
2 scribed in section 10 of this Act and anytime  
3 thereafter;

4 (C) past, present, and future claims for  
5 failure to protect water rights and water re-  
6 sources of the Reservation arising from time  
7 immemorial through the effective date described  
8 in section 10 of this Act, and any past, present,  
9 and future claims for any continuing failure to  
10 protect water rights and water resources of the  
11 Reservation, arising from time immemorial  
12 through the effective date described in section  
13 10 of this Act and, to the extent that such con-  
14 tinuing failure to protect began before the effec-  
15 tive date described in section 10 of this Act,  
16 anytime thereafter;

17 (D) past, present, and future claims aris-  
18 ing from the failure of any non-Federal Party  
19 to fulfill the terms of the Settlement Agreement  
20 at anytime; and

21 (E) past, present, and future claims aris-  
22 ing out of the negotiation of the Settlement  
23 Agreement or the negotiation and enactment of  
24 this Act, or any specific terms of provisions  
25 thereof, including, but not limited to, the

1 Tribe's consent to limit the number of partici-  
2 pant parties to the Settlement Agreement.

3 (2) EFFECTIVENESS OF WAIVERS AGAINST THE  
4 UNITED STATES.—

5 (A) IN GENERAL.—The waiver and release  
6 contained in this subsection shall take effect on  
7 the date on which all of the amounts authorized  
8 under sections 5(a) and 5(b) are appropriated.

9 (B) PERIODS OF LIMITATION; EQUITABLE  
10 CLAIMS.—

11 (i) IN GENERAL.—All periods of limi-  
12 tation and time-based equitable defenses  
13 applicable to the claims set forth in para-  
14 graph (1) are tolled for the period between  
15 the date of enactment of this Act until the  
16 date on which the amounts authorized  
17 under sections 5(a) and 5(b) are appro-  
18 priated.

19 (ii) EFFECT OF SUBPARAGRAPH.—  
20 This subparagraph neither revives any  
21 claim nor tolls any period of limitation or  
22 time-based equitable defense that may have  
23 expired before the date of enactment of  
24 this Act.

1           (C) DEFENSE.—The making of the  
2           amounts of appropriations authorized under  
3           sections 5(a) and 5(b) shall constitute a com-  
4           plete defense to any claim which involves the  
5           claims set forth in paragraph (b)(1) pending in  
6           any court of the United States on the date on  
7           which the appropriations are made.

8 **SEC. 9. MISCELLANEOUS PROVISIONS.**

9           (a) JURISDICTION.—

10           (1) NO EFFECT ON SUBJECT MATTER JURIS-  
11           DICTION.—Nothing in the Agreement or this Act re-  
12           stricts, enlarges, or otherwise determines the subject  
13           matter jurisdiction of any Federal, State, or Tribal  
14           court.

15           (2) JUDGMENT AND DECREE.—The United  
16           States consents to jurisdiction in the United States  
17           District Court for the Central District of California  
18           case known as Soboba Band of Luiseño Indians v.  
19           Metropolitan Water District of Southern California,  
20           No. 00–04208 for the purpose of obtaining approval  
21           for a judgment and decree substantially the same as  
22           the judgment and decree attached to the Settlement  
23           Agreement as exhibit H.

1           (3) EFFECT OF SUBSECTION.—Nothing in this  
2 subsection confers jurisdiction on any State court  
3 to—

4                   (A) enforce Federal environmental laws re-  
5 garding the duties of the United States; or

6                   (B) conduct judicial review of Federal  
7 agency action.

8 (b) USE OF WATER.—

9           (1) TRIBAL USE.—With respect to water rights  
10 made available under the Settlement Agreement—

11                   (A) the Tribe may use water made avail-  
12 able to it under the Settlement Agreement for  
13 any use it deems advisable on the Reservation  
14 and on any other lands it owns or may acquire,  
15 in fee or in trust, contiguous to the Reservation  
16 or within the area of the groundwater basin de-  
17 scribed in section 2.4 of the Settlement Agree-  
18 ment;

19                   (B) such water rights shall be held in trust  
20 by the United States in perpetuity, and shall  
21 not be subject to forfeiture or abandonment;  
22 and

23                   (C) State law shall not apply to the Tribe's  
24 use of water made available to it under the Set-  
25 tlement Agreement.

1 (2) NON-TRIBAL USE.—

2 (A) CONTRACTS AND OPTIONS.—Subject to  
3 the limitations in subparagraph (B), the Tribe  
4 may enter into contracts and options to lease or  
5 contracts and options to exchange water made  
6 available to it under the Settlement Agreement,  
7 or enter into contracts and options to postpone  
8 existing water uses or postpone undertaking  
9 new or expanded water uses.

10 (B) LIMITATIONS ON NON-TRIBAL USE.—

11 (i) CONSISTENCY WITH WATER MAN-  
12 AGEMENT PLAN.—Any water made avail-  
13 able under subparagraph (A) shall only be  
14 used by participants in, or other users  
15 within the area of, the Water Management  
16 Plan described in section 2.32 of the Set-  
17 tlement Agreement.

18 (ii) PROHIBITION ON PERMANENT  
19 ALIENATION.—No contract under subpara-  
20 graph (A) shall be for a term exceeding  
21 one hundred years, nor shall any contract  
22 under subparagraph (A) provide for per-  
23 manent alienation of any portion of the  
24 water rights made available under the Set-  
25 tlement Agreement.

1           (C) LIABILITY.—The Secretary shall not  
2           be liable to any party, including the Tribe, for  
3           any term of, or any loss or other detriment re-  
4           sulting from, a lease or contract entered into  
5           pursuant to this subparagraph.

6           (c) RETENTION OF RIGHTS.—

7           (1) In the event the waivers and releases set  
8           out in section 8 of this Act do not become effective  
9           pursuant to section 10(a) of this Act, the Soboba  
10          Tribe and the United States shall retain the right to  
11          assert all rights and claims enumerated in section 8,  
12          and any claims or defenses of the parties to the Set-  
13          tlement Agreement shall also be retained.

14          (2) The parties expressly reserve all rights not  
15          specifically granted, recognized, waived, or released  
16          by the Settlement Agreement or this Act.

17          (3) Notwithstanding the waivers and releases  
18          set forth in section 8(a), the United States retains  
19          all claims relating to violations of the Clean Water  
20          Act, the Safe Drinking Water Act, the Comprehen-  
21          sive Environmental Response, Compensation, and  
22          Liability Act, Resource Conservation and Recovery  
23          Act, and the regulations implementing these Acts,  
24          including, but not limited to claims related to water  
25          quality.

1 (d) PRECEDENT.—Nothing in this Act establishes  
2 any standard for the quantification or litigation of Federal  
3 reserved water rights or any other Indian water claims of  
4 any other Indian tribes in any other judicial or administra-  
5 tive proceeding.

6 (e) OTHER INDIAN TRIBES.—Nothing in the Settle-  
7 ment Agreement or this Act shall be construed in any way  
8 to quantify or otherwise adversely affect the water rights,  
9 claims, or entitlements to water of any Indian tribe, band,  
10 or community, other than the Soboba Tribe.

11 (f) ENVIRONMENTAL COMPLIANCE.—

12 (1) Signing by the Secretary of the Settlement  
13 Agreement does not constitute major Federal action  
14 under the National Environmental Policy Act of  
15 1969 (42 U.S.C. 4321 et seq.).

16 (2) The Secretary is directed to carry out all  
17 environmental compliance required by Federal law in  
18 implementing the Agreement.

19 **SEC. 10. EFFECTIVE DATE.**

20 (a) IN GENERAL.—The waivers and releases author-  
21 ized in subsection (a) of section 8 of this Act shall become  
22 effective as of the date the Secretary causes to be pub-  
23 lished in the Federal Register a statement of findings  
24 that—

25 (1) this Act has been enacted;

1           (2) to the extent that the Settlement Agreement  
2           conflicts with this Act, the Settlement Agreement  
3           has been revised to conform with the Act;

4           (3) the Settlement Agreement, revised as nec-  
5           essary, and the waivers and releases described in ar-  
6           ticle 5 of the Settlement Agreement and section 8(a)  
7           of this Act have been executed by the parties and  
8           the Secretary;

9           (4) warranty deeds for the property to be con-  
10          veyed to the Tribe described in section 4.6 of the  
11          Settlement Agreement have been placed in escrow;

12          (5) the Tribe and the Secretary have approved  
13          the Water Management Plan; and

14          (6) the judgment and decree attached to the  
15          Settlement Agreement as exhibit H or a judgment  
16          and decree substantially the same as exhibit H has  
17          been approved by the United States District Court,  
18          Eastern Division of the Central District of Cali-  
19          fornia, and that judgment and decree has become  
20          final and nonappealable.

21          (b) DEADLINE FOR EFFECTIVE DATE.—If the condi-  
22          tions precedent required under subsection (a) of this sec-  
23          tion have not been fulfilled by March 1, 2012, the Settle-  
24          ment Agreement and this Act shall not thereafter be effec-  
25          tive and shall be null and void, and any funds and the



1 interest accrued thereon appropriated pursuant to section  
2 5 shall revert to the general fund of the United States  
3 Treasury.

Passed the House of Representatives May 21, 2008.

Attest:

*Clerk.*

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

**H. R. 4841**

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**AN ACT**

To approve, ratify, and confirm the settlement agreement entered into to resolve claims by the Soboba Band of Luiseno Indians relating to alleged interferences with the water resources of the Tribe, to authorize and direct the Secretary of the Interior to execute and perform the Settlement Agreement and related waivers, and for other purposes.