

113TH CONGRESS  
2D SESSION

# H. R. 3716

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## AN ACT

To ratify a water settlement agreement affecting the  
Pyramid Lake Paiute Tribe, and for other purposes.

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

1 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

2 (a) SHORT TITLE.—This Act may be cited as the  
3 “Pyramid Lake Paiute Tribe - Fish Springs Ranch Settle-  
4 ment Act”.

5 (b) TABLE OF CONTENTS.—The table of contents for  
6 this Act is as follows:

Sec. 1. Short title; table of contents.  
Sec. 2. Definitions.  
Sec. 3. Ratification of agreement.  
Sec. 4. Waiver and releases of claims.  
Sec. 5. Satisfaction of claims.  
Sec. 6. Beneficiaries to agreement.  
Sec. 7. Jurisdiction.  
Sec. 8. Environmental compliance.  
Sec. 9. Miscellaneous provisions.

7 **SEC. 2. DEFINITIONS.**

8 In this Act:

9 (1) ORIGINAL AGREEMENT.—The term “Original  
10 Agreement” means the “Pyramid Lake Paiute  
11 Tribe Fish Springs Ranch Settlement Agreement”  
12 dated May 30, 2007, entered into by the Tribe and  
13 Fish Springs (including all exhibits to that agree-  
14 ment).

15 (2) AGREEMENT.—The term “Agreement”  
16 means the Pyramid Lake Paiute Tribe-Fish Springs  
17 Ranch 2013 Supplement to the 2007 Settlement  
18 Agreement dated November 20, 2013, entered into  
19 by the Tribe and Fish Springs, and all exhibits to  
20 that Agreement.

1           (3) ENVIRONMENTAL IMPACT STATEMENT.—

2           The term “environmental impact statement” means  
3           the final environmental impact statement for the  
4           North Valleys Rights-of-Way Projects prepared by  
5           the Bureau of Land Management (70 Fed. Reg.  
6           68473).

7           (4) FINAL PAYMENT DATE.—The term “final  
8           payment date” means 30 days after the date on  
9           which the Tribe executes the waivers, as authorized  
10          in section 4, on or before which Fish Springs shall  
11          pay to the Tribe the \$3,600,000 and accumulated  
12          interest pursuant to subparagraph 4.2 of the Agree-  
13          ment.

14          (5) FISH SPRINGS.—The term “Fish Springs”  
15          means the Fish Springs Ranch, LLC, a Nevada lim-  
16          ited liability company (or a successor in interest).

17          (6) FISH SPRINGS WATER RIGHTS.—The term  
18          “Fish Springs water rights” means the 14,108 acre  
19          feet of water available to Fish Springs pursuant to  
20          certificates of water rights issued to Fish Springs or  
21          its predecessors in interest by the State Engineer for  
22          the State of Nevada, copies of which are attached as  
23          Exhibit “G” to the Original Agreement.

24          (7) ADDITIONAL FISH SPRINGS WATER  
25          RIGHTS.—The term “additional Fish Springs water

rights” means the rights to pump and transfer up to 5,000 acre feet per year of Fish Springs water rights in excess of 8,000 acre feet per year, up to a total of 13,000 acre feet per year, pursuant to Ruling No. 3787 signed by the State Engineer for the State of Nevada on March 1, 1991, and Supplemental Ruling on Remand No. 3787A signed by the State Engineer for the State of Nevada on October 9, 1992.

(8) HONEY LAKE VALLEY BASIN.—The term “Honey Lake Valley Basin” means the Honey Lake Valley Hydrographic Basin described as Nevada Hydrographic Water Basin 97.

(9) PROJECT.—The term “Project” means the project for pumping within Honey Lake Valley Basin and transfer outside of the basin by Fish Springs of not more than 13,000 acre feet per year of Fish Springs water rights, including—

(A) not more than 8,000 acre feet as described in the environmental impact statement (but not the Intermountain Water Supply, Ltd., Project described in the environmental impact statement) and the record of decision;

(B) up to the 5,000 acre feet of additional Fish Springs water rights; and

1 (C) the rights and approvals for Fish  
2 Springs to pump and transfer up to said  
3 13,000 acre feet of groundwater per year.

4 (10) RECORD OF DECISION.—The term “record  
5 of decision” means the public record of the decision  
6 of the District Manager of the United States Bureau  
7 of Land Management’s Carson City District in the  
8 State of Nevada issued on May 31, 2006, regarding  
9 the environmental impact statement and the Project.

10 (11) SECRETARY.—The term “Secretary”  
11 means the Secretary of the Interior (or a designee  
12 of the Secretary).

13 (12) TRIBE.—The term “Tribe” means the  
14 Pyramid Lake Paiute Tribe of Indians organized  
15 under section 16 of the Act of June 18, 1934 (com-  
16 monly known as the “Indian Reorganization Act”;  
17 25 U.S.C. 476).

18 (13) TRUCKEE RIVER OPERATING AGREE-  
19 MENT.—The term “Truckee River Operating Agree-  
20 ment” means—

21 (A) the September 6, 2008, Truckee River  
22 Operating Agreement negotiated for the pur-  
23 pose of carrying out the terms of the Truckee-  
24 Carson-Pyramid Lake Water Rights Settlement  
25 Act (Public Law 101–618); and

1 (B) any final, signed version of the Truck-  
2 ee River Operating Agreement that becomes ef-  
3 fective under the terms of the Truckee-Carson-  
4 Pyramid Lake Water Rights Settlement Act.

5 **SEC. 3. RATIFICATION OF AGREEMENT.**

6 (a) IN GENERAL.—Except to the extent that a provi-  
7 sion of the Agreement conflicts with this Act, the Agree-  
8 ment is authorized and ratified.

9 (b) WAIVER AND RETENTION OF CLAIMS.—Notwith-  
10 standing any provision of the Agreement, any waiver or  
11 retention of a claim by the Tribe relating to the Agreement  
12 shall be carried out in accordance with section 4.

13 (c) COMPLIANCE WITH APPLICABLE LAW.—This sec-  
14 tion, the Original Agreement, and the Agreement satisfy  
15 all applicable requirements of section 2116 of the Revised  
16 Statutes (25 U.S.C. 177).

17 **SEC. 4. WAIVER AND RELEASES OF CLAIMS.**

18 (a) WAIVER AND RELEASE OF CLAIMS BY TRIBE  
19 AGAINST FISH SPRINGS.—In return for benefits to the  
20 Tribe as set forth in the Original Agreement, the Agree-  
21 ment, and this Act, the Tribe, on behalf of itself and the  
22 members of the Tribe, is authorized to execute a waiver  
23 and release against Fish Springs of the following:

24 (1) All rights under Federal, State, and other  
25 law to challenge the validity, characteristics, or exer-

1 cise of the Project or use of Fish Springs water  
2 rights (including additional Fish Springs water  
3 rights), including the right to assert a senior priority  
4 against or to place a call for water on the Project  
5 or Fish Springs water rights (including additional  
6 Fish Springs water rights) regardless of the extent  
7 to which the Tribe has a water right or in the future  
8 establishes a water right that is senior to the Project  
9 or Fish Springs water rights (including additional  
10 Fish Springs water rights).

11 (2) All claims for damages, losses, or injuries to  
12 the Tribe's water rights or claims of interference  
13 with, diversion of, or taking of the Tribe's water  
14 rights, including—

15 (A) claims for injury to lands or resources  
16 resulting from such damages, losses, injuries, or  
17 interference with, diversion of, or taking of trib-  
18 al water rights under the Agreement or Original  
19 Agreement; and

20 (B) claims relating to the quality of water  
21 underlying the Pyramid Lake Indian Reserva-  
22 tion that are related to use of Fish Springs  
23 water rights (including additional Fish Springs  
24 water rights) by the Project or the implementa-

1           tion or operation of the Project in accordance  
2           with the Agreement or Original Agreement.

3           (3) All claims that would impair, prevent, or  
4           interfere with one or more of the following:

5                   (A) Implementation of the Project pursu-  
6                   ant to the terms of the Agreement or Original  
7                   Agreement.

8                   (B) Deliveries of water by the Project pur-  
9                   suant to the terms of—

10                           (i) the Agreement;

11                           (ii) the Original Agreement; or

12                           (iii) the February 28, 2006, Water  
13                   Banking Trust Agreement between Washoe  
14                   County and Fish Springs.

15                   (C) Assignments of water rights credits  
16                   pursuant to the terms of the February 28,  
17                   2006, Water Banking Trust Agreement be-  
18                   tween Washoe County and Fish Springs.

19           (4) All claims against Fish Springs relating in  
20           any manner to the negotiation or adoption of the  
21           Agreement or the Original Agreement.

22           (b) RESERVATION OF RIGHTS AND RETENTION OF  
23           CLAIMS BY TRIBE AGAINST FISH SPRINGS.—The Tribe,  
24           on its own behalf and on behalf of the members of the  
25           Tribe, shall retain against Fish Springs the following:

1           (1) All claims for enforcement of the Agree-  
2           ment, the Original Agreement or this Act through  
3           such remedies as are available in the U.S. District  
4           Court for the District of Nevada.

5           (2) Subject to the right of Fish Springs to  
6           carry out the Project, and subject to the waiver and  
7           release by the Tribe in subsection (a)—

8                 (A) the right to assert and protect any  
9                 right of the Tribe to surface or groundwater  
10                and any other trust resource, including the  
11                right to assert a senior priority against or to  
12                place a call for water on any water right other  
13                than against the Project or Fish Springs water  
14                rights;

15               (B) all rights to establish, claim or acquire  
16                a water right in accordance with applicable law  
17                and to use and protect any water right acquired  
18                after the date of the enactment of this Act that  
19                is not in conflict with the Agreement, the Original  
20                Agreement or this Act; and

21               (C) all other rights, remedies, privileges,  
22                immunities, powers, and claims not specifically  
23                waived and released pursuant to this Act and  
24                the Agreement.

25           (3) The right to enforce—

1 (A) the Tribe's rights against any party to  
2 the Truckee River Operating Agreement;

3 (B) the Tribe's rights against any party to  
4 the Truckee River Water Quality Settlement  
5 Agreement; and

6 (C) whatever rights exist to seek compli-  
7 ance with any permit issued to any wastewater  
8 treatment or reclamation facility treating waste-  
9 water generated by users of Project water.

10 (4) The right to seek to have enforced the  
11 terms of any permit or right-of-way across Federal  
12 lands issued to Fish Springs for the Project and  
13 Project water.

14 (c) WAIVER AND RELEASE OF CLAIMS BY THE TRIBE  
15 AGAINST THE UNITED STATES.—In return for the bene-  
16 fits to the Tribe as set forth in the Agreement, the Origi-  
17 nal Agreement, and this Act, the Tribe, on behalf of itself  
18 and the members of the Tribe, is authorized to execute  
19 a waiver and release of all claims against the United  
20 States, including the agencies and employees of the United  
21 States, related to the Project and Fish Springs water  
22 rights (including additional Fish Springs water rights)  
23 that accrued at any time before and on the date that Fish  
24 Springs makes the payment to the Tribe as provided in

1 Paragraph 4 of the Agreement for damages, losses or inju-  
2 ries that are related to—

3 (1) the Project, Fish Springs water rights (in-  
4 cluding additional Fish Springs water rights), and  
5 the implementation, operation, or approval of the  
6 Project, including claims related to—

7 (A) loss of water, water rights, land, or  
8 natural resources due to loss of water or water  
9 rights (including damages, losses, or injuries to  
10 hunting, fishing, and gathering rights due to  
11 loss of water, water rights or subordination of  
12 water rights) resulting from the Project or Fish  
13 Springs water rights (including additional Fish  
14 Springs water rights);

15 (B) interference with, diversion, or taking  
16 of water resulting from the Project; or

17 (C) failure to protect, acquire, replace, or  
18 develop water, water rights, or water infrastruc-  
19 ture as a result of the Project or Fish Springs  
20 water rights (including additional Fish Springs  
21 water rights);

22 (2) the record of decision, the environmental  
23 impact statement, the Agreement or the Original  
24 Agreement;

1           (3) claims the United States, acting as trustee  
2           for the Tribe or otherwise, asserted, or could have  
3           asserted in any past proceeding related to the  
4           Project;

5           (4) the negotiation, execution, or adoption of  
6           the Agreement, the Original Agreement, or this Act;

7           (5) the Tribe's use and expenditure of funds  
8           paid to the Tribe under the Agreement or the Original Agreement;  
9

10          (6) the Tribe's acquisition and use of land  
11          under the Original Agreement; and

12          (7) the extinguishment of claims, if any, and  
13          satisfaction of the obligations of the United States  
14          on behalf of the Tribe as set forth in subsection (e).

15          (d) RESERVATION OF RIGHTS AND RETENTION OF  
16 CLAIMS BY TRIBE AGAINST THE UNITED STATES.—Not-  
17 withstanding the waivers and releases authorized in this  
18 Act, the Tribe, on behalf of itself and the members of the  
19 Tribe, shall retain against the United States the following:

20           (1) All claims for enforcement of this Act  
21           through such legal and equitable remedies as are  
22           available in the U.S. District Court for the District  
23           of Nevada.

24           (2) The right to seek to have enforced the  
25           terms of any permit or right-of-way across Federal

1 lands issued to Fish Springs for the Project and  
2 Project water.

3 (3) Subject to the right of Fish Springs to  
4 carry out the Project, all other rights, remedies,  
5 privileges, immunities, powers, and claims not spe-  
6 cifically waived and released pursuant to this Act  
7 and the Agreement.

8 (e) EXTINGUISHMENT OF WAIVED AND RELEASED  
9 CLAIMS.—Upon execution of the waiver and releases by  
10 the Tribe pursuant to subsections (a) and (c) and upon  
11 final payment by Fish Springs pursuant to the terms of  
12 the Agreement, the United States acting on behalf of the  
13 Tribe shall have no right or obligation to bring or assert  
14 any claims waived and released by the Tribe as set forth  
15 in subsection (a). Upon the effective date of the waivers  
16 and releases of claims authorized, the waived and released  
17 claims as set forth in subsection (a) are extinguished.

18 (f) NO UNITED STATES LIABILITY FOR WAIVED  
19 CLAIMS.—The United States shall bear no liability for  
20 claims waived and released by the Tribe pursuant to this  
21 Act.

22 (g) UNITED STATES RESERVATION OF RIGHTS.—  
23 Nothing in this Act shall affect any rights, remedies, privi-  
24 leges, immunities, or powers of the United States, includ-  
25 ing the right to enforce the terms of the right-of-way

1 across Federal lands for the Project granted by the Sec-  
2 retary to Fish Springs pursuant to the Federal Lands Pol-  
3 icy and Management Act of 1976 (43 U.S.C. 1701 et  
4 seq.), with the exception that the United States may not  
5 assert any claim on the Tribe's behalf that is extinguished  
6 pursuant to subsection (e).

7 (h) EFFECTIVE DATE OF WAIVERS AND RELEASES  
8 OF CLAIMS.—The waivers and releases authorized under  
9 subsections (a) and (c) shall take effect on the day Fish  
10 Springs makes the payment to the Tribe as provided in  
11 subparagraph 4.2 of the Agreement.

12 **SEC. 5. SATISFACTION OF CLAIMS.**

13 (a) IN GENERAL.—The benefits provided to the Tribe  
14 under the Agreement, the Original Agreement, and this  
15 Act shall be considered to be full satisfaction of all claims  
16 of the Tribe waived and released pursuant to section 4  
17 and pursuant to the Original Agreement and any claims  
18 the United States might make on behalf of the Tribe that  
19 are extinguished pursuant to section 4.

20 (b) EFFECT OF FAILURE TO EXECUTE WAIVERS  
21 AND RELEASES.—If the Tribe fails to execute the waivers  
22 and releases as authorized by this Act within 60 days after  
23 the date of the enactment of this Act, this Act and the  
24 Agreement shall be null and void.

1 **SEC. 6. BENEFICIARIES TO AGREEMENT.**

2 (a) REQUIREMENT.—The beneficiaries to the Agree-  
3 ment shall be limited to—

4 (1) the parties to the Agreement;

5 (2) any municipal water purveyor that provides  
6 Project water for wholesale or retail water service to  
7 the area serviced by the Project;

8 (3) any water purveyor that obtains the right to  
9 use Project water for purposes other than serving  
10 retail or wholesale customers; and

11 (4) any assignee of Water Rights Credits for  
12 Project water pursuant to the terms of the February  
13 28, 2006, Water Banking Trust Agreement between  
14 Washoe County and Fish Springs.

15 (b) PROHIBITION.—Except as provided in subsection  
16 (a), nothing in the Agreement or this Act provides to any  
17 individual or entity third-party beneficiary status relating  
18 to the Agreement.

19 **SEC. 7. JURISDICTION.**

20 Jurisdiction over any civil action relating to the en-  
21 forcement of the Agreement, the Original Agreement, or  
22 this Act shall be vested in the United States District Court  
23 for the District of Nevada.

1 **SEC. 8. ENVIRONMENTAL COMPLIANCE.**

2 Nothing in this Act precludes the United States or  
3 the Tribe, when delegated regulatory authority, from en-  
4 forcing Federal environmental laws, including—

5 (1) the Comprehensive Environmental Re-  
6 sponse, Compensation, and Liability Act of 1980 (42  
7 U.S.C. 9601 et seq.) including claims for damages  
8 for harm to natural resources;

9 (2) the Safe Drinking Water Act (42 U.S.C.  
10 300f et seq.);

11 (3) the Federal Water Pollution Control Act  
12 (33 U.S.C. 1251 et seq.);

13 (4) the Solid Waste Disposal Act (42 U.S.C.  
14 6901 et seq.); and

15 (5) any regulation implementing one or more of  
16 the Acts listed in paragraphs (1) through (4).

17 **SEC. 9. MISCELLANEOUS PROVISIONS.**

18 (a) NO ESTABLISHMENT OF STANDARD.—Nothing in  
19 this Act establishes a standard for the quantification of  
20 a Federal reserved water right or any other claim of an  
21 Indian tribe other than the Tribe in any other judicial or  
22 administrative proceeding.

23 (b) OTHER CLAIMS.—Nothing in the Agreement, the  
24 Original Agreement, or this Act quantifies or otherwise  
25 adversely affects any water right, claim, or entitlement to

- 1 water, or any other right of any Indian tribe, band, or
- 2 community other than the Tribe.

Passed the House of Representatives July 22, 2014.

Attest:

*Clerk.*

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

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