

117TH CONGRESS
2D SESSION

S. 4870

To approve the settlement of the water right claims of the Tule River Tribe, and for other purposes.

IN THE SENATE OF THE UNITED STATES

SEPTEMBER 15, 2022

Mr. PADILLA (for himself and Mrs. FEINSTEIN) introduced the following bill; which was read twice and referred to the Committee on Indian Affairs

A BILL

To approve the settlement of the water right claims of the Tule River 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,*

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

4 (a) **SHORT TITLE.**—This Act may be cited as the
5 “Tule River Tribe Reserved Water Rights Settlement Act
6 of 2022”.

7 (b) **TABLE OF CONTENTS.**—The table of contents of
8 this Act is as follows:

- Sec. 1. Short title; table of contents.
- Sec. 2. Purposes.
- Sec. 3. Definitions.
- Sec. 4. Ratification of 2007 Agreement.
- Sec. 5. Tribal Water Right.

- Sec. 6. Tule River Tribe trust accounts.
- Sec. 7. Funding.
- Sec. 8. Transfer of land into trust.
- Sec. 9. Satisfaction of claims.
- Sec. 10. Waivers and releases of claims.
- Sec. 11. Enforceability Date.
- Sec. 12. Binding effect; judicial approval; enforceability.
- Sec. 13. Miscellaneous provisions.
- Sec. 14. Antideficiency.

1 **SEC. 2. PURPOSES.**

2 The purposes of this Act are—

3 (1) to achieve a fair, equitable, and final settle-
4 ment of claims to water rights in the State of Cali-
5 fornia for—

6 (A) the Tule River Tribe; and

7 (B) the United States, acting as trustee
8 for the Tribe;

9 (2) to authorize, ratify, and confirm the 2007
10 Agreement entered by the Tribe, the South Tule
11 Independent Ditch Company, and the Tule River As-
12 sociation, to the extent that the 2007 Agreement is
13 consistent with this Act;

14 (3) to authorize and direct the Secretary—

15 (A) to execute the 2007 Agreement; and

16 (B) to take any other actions necessary to
17 carry out the 2007 Agreement in accordance
18 with this Act;

19 (4) to authorize funds necessary for the imple-
20 mentation of the 2007 Agreement and this Act; and

1 (5) to authorize the transfer of certain lands to
2 the Tribe, to be held in trust.

3 **SEC. 3. DEFINITIONS.**

4 In this Act:

5 (1) 2007 AGREEMENT.—The term “2007
6 Agreement” means—

7 (A) the agreement dated November 21,
8 2007, as amended on April 22, 2009, between
9 the Tribe, the South Tule Independent Ditch
10 Company, and the Tule River Association, and
11 exhibits A–F attached thereto; and

12 (B) any amendment to the Agreement re-
13 ferred to in subparagraph (A) (including an
14 amendment to any exhibit) that is executed to
15 ensure that the 2007 Agreement is consistent
16 with this Act.

17 (2) COURT.—The term “Court” means the
18 United States District Court for the Eastern Dis-
19 trict of California, unless otherwise specified herein.

20 (3) DIVERT; DIVERSION.—The terms “divert”
21 and “diversion” mean to remove water from its nat-
22 ural course or location by means of a ditch, canal,
23 flume, bypass, pipeline, conduit, well, pump, or other
24 structure or device, or act of a person.

1 (4) DOWNSTREAM WATER USERS.—The term
2 “Downstream Water Users” means—

3 (A) the Tule River Association and its suc-
4 cessors and assigns;

5 (B) the South Tule Independent Ditch
6 Company and its successors and assigns; and

7 (C) any and all other holders of water
8 rights in the South Fork Tule River Basin.

9 (5) ENFORCEABILITY DATE.—The term “En-
10 forceability Date” means the date described in sec-
11 tion 11.

12 (6) OM&R.—

13 (A) IN GENERAL.—The term “OM&R”
14 means operation, maintenance, and replace-
15 ment.

16 (B) INCLUSIONS.—The term “OM&R” in-
17 cludes—

18 (i) any recurring or ongoing activity
19 relating to the day-to-day operation of a
20 project;

21 (ii) any activity relating to scheduled
22 or unscheduled maintenance of a project;
23 and

24 (iii) any activity relating to repairing
25 or replacing a feature of a project.

1 (7) RESERVATION; TULE RIVER RESERVA-
2 TION.—The terms “Reservation” and “Tule River
3 Reservation” mean the reservation of lands set aside
4 for the Tribe by the Executive Orders of January 9,
5 1873, October 3, 1873, and August 3, 1878, includ-
6 ing lands added to the Reservation pursuant to sec-
7 tion 8.

8 (8) SECRETARY.—The term “Secretary” means
9 the Secretary of the Interior.

10 (9) SOUTH TULE INDEPENDENT DITCH COM-
11 PANY.—The term “South Tule Independent Ditch
12 Company” means the nonprofit mutual water com-
13 pany incorporated in 1895, which provides water di-
14 verted from the South Fork of the Tule River to its
15 shareholders on lands downstream from the Tule
16 River Reservation.

17 (10) TRIBAL WATER RIGHT.—The term “Tribal
18 Water Right” means the water rights ratified, con-
19 firmed, and declared to be valid for the benefit of
20 the Tribe as set forth and described in the 2007
21 Agreement and this Act.

22 (11) TRIBE.—The term “Tribe” means the
23 Tule River Indian Tribe of the Tule River Reserva-
24 tion, California, a federally recognized Indian Tribe.

1 (12) TRUST FUND.—The term “Trust Fund”
2 means the Tule River Indian Tribe Settlement Trust
3 Fund established under section 6(a).

4 (13) TULE RIVER ASSOCIATION.—

5 (A) IN GENERAL.—The term “Tule River
6 Association” means the association formed by
7 agreement in 1965, the members of which are
8 representatives of all pre-1914 appropriative
9 and certain riparian water right holders of the
10 Tule River at and below the Richard L. Schafer
11 Dam and Reservoir.

12 (B) INCLUSIONS.—The term “Tule River
13 Association” includes the Pioneer Water Com-
14 pany, the Vandalia Irrigation District, the
15 Porterville Irrigation District, and the Lower
16 Tule River Irrigation District.

17 (14) WATER DEVELOPMENT PROJECT.—The
18 term “Water Development Project” means a project
19 for domestic, commercial, municipal, and industrial
20 water supply, including but not limited to water
21 treatment, storage, and distribution infrastructure,
22 to be constructed, in whole or in part, using monies
23 from the Trust Fund.

24 **SEC. 4. RATIFICATION OF 2007 AGREEMENT.**

25 (a) RATIFICATION.—

1 (1) IN GENERAL.—Except as modified by this
2 Act and to the extent that the 2007 Agreement does
3 not conflict with this Act, the 2007 Agreement is au-
4 thorized, ratified, and confirmed.

5 (2) AMENDMENTS.—If an amendment to the
6 2007 Agreement, or to any exhibit attached to the
7 2007 Agreement requiring the signature of the Sec-
8 retary, is executed in accordance with this Act to
9 make the 2007 Agreement consistent with this Act,
10 the amendment is authorized, ratified, and con-
11 firmed.

12 (b) EXECUTION.—

13 (1) IN GENERAL.—To the extent the 2007
14 Agreement does not conflict with this Act, the Sec-
15 retary shall execute the 2007 Agreement, including
16 all exhibits to, or parts of, the 2007 Agreement re-
17 quiring the signature of the Secretary.

18 (2) MODIFICATIONS.—Nothing in this Act pro-
19 hibits the Secretary, after execution of the 2007
20 Agreement, from approving any modification to the
21 2007 Agreement, including any exhibit to the 2007
22 Agreement, that is consistent with this Act, to the
23 extent that the modification does not otherwise re-
24 quire congressional approval under section 2116 of

1 the Revised Statutes (25 U.S.C. 177) or any other
2 applicable provision of Federal law.

3 (c) ENVIRONMENTAL COMPLIANCE.—

4 (1) IN GENERAL.—In implementing the 2007
5 Agreement and this Act, the Secretary shall comply
6 with all applicable provisions of—

7 (A) the Endangered Species Act of 1973
8 (16 U.S.C. 1531 et seq.);

9 (B) the National Environmental Policy Act
10 of 1969 (42 U.S.C. 4321 et seq.), including the
11 implementing regulations of that Act; and

12 (C) other applicable Federal environmental
13 laws and regulations.

14 (2) COMPLIANCE.—

15 (A) IN GENERAL.—In implementing the
16 2007 Agreement and this Act, the Tribe shall
17 prepare any necessary environmental docu-
18 ments, consistent with all applicable provisions
19 of—

20 (i) the Endangered Species Act of
21 1973 (16 U.S.C. 1531 et seq.);

22 (ii) the National Environmental Policy
23 Act of 1969 (42 U.S.C. 4231 et seq.), in-
24 cluding the implementing regulations of
25 that Act; and

1 (iii) all other applicable Federal envi-
2 ronmental laws and regulations.

3 (B) AUTHORIZATIONS.—The Secretary
4 shall—

5 (i) independently evaluate the docu-
6 mentation submitted under subparagraph
7 (A); and

8 (ii) be responsible for the accuracy,
9 scope, and contents of that documentation.

10 (3) EFFECT OF EXECUTION.—The execution of
11 the 2007 Agreement by the Secretary under this sec-
12 tion shall not constitute a major Federal action for
13 purposes of the National Environmental Policy Act
14 of 1969 (42 U.S.C. 4321 et seq.).

15 (4) COSTS.—Any costs associated with the per-
16 formance of the compliance activities under this sub-
17 section shall be paid from funds deposited in the
18 Trust Fund, subject to the condition that any costs
19 associated with the performance of Federal approval
20 or other review of such compliance work or costs as-
21 sociated with inherently Federal functions shall re-
22 main the responsibility of the Secretary.

23 **SEC. 5. TRIBAL WATER RIGHT.**

24 (a) CONFIRMATION OF TRIBAL WATER RIGHT.—

1 (1) IN GENERAL.—The Tribal Water Right is
2 ratified, confirmed, and declared valid.

3 (2) QUANTIFICATION.—The Tribal Water Right
4 includes the right to divert and use or permit the di-
5 version and use of up to 5,828 acre-feet per year of
6 surface water from the South Fork Tule River, as
7 described in the 2007 Agreement and as confirmed
8 in the decree entered by the Court pursuant to sub-
9 sections (b) and (c) of section 12.

10 (3) USE.—Any diversion, use, and place of use
11 of the Tribal Water Right shall be subject to the
12 terms and conditions of the 2007 Agreement and
13 this Act.

14 (b) TRUST STATUS OF TRIBAL WATER RIGHT.—The
15 Tribal Water Right—

16 (1) shall be held in trust by the United States
17 for the use and benefit of the Tribe in accordance
18 with this Act; and

19 (2) shall not be subject to loss through non-use,
20 forfeiture, abandonment, or other operation of law.

21 (c) AUTHORITY OF THE TULE RIVER TRIBE.—

22 (1) IN GENERAL.—The Tule River Tribe shall
23 have the authority to allocate and distribute the
24 Tribal Water Right for use on the Reservation in ac-

1 cordance with the 2007 Agreement, this Act, and
2 applicable Federal law.

3 (d) ADMINISTRATION.—

4 (1) NO ALIENATION.—The Tribe shall not per-
5 manently alienate any portion of the Tribal Water
6 Right.

7 (2) PURCHASES OR GRANTS OF LAND FROM IN-
8 DIANS.—An authorization provided by this Act for
9 the allocation, distribution, leasing, or other ar-
10 rangement entered into pursuant to this Act shall be
11 considered to satisfy any requirement for authoriza-
12 tion of the action by treaty or convention imposed by
13 section 2116 of the Revised Statutes (25 U.S.C.
14 177).

15 (3) PROHIBITION ON FORFEITURE.—The non-
16 use of all or any portion of the Tribal Water Right
17 by any water user shall not result in the forfeiture,
18 abandonment, relinquishment, or other loss of all or
19 any portion of the Tribal Water Right.

20 **SEC. 6. TULE RIVER TRIBE TRUST ACCOUNTS.**

21 (a) ESTABLISHMENT.—The Secretary shall establish
22 a trust fund, to be known as the “Tule River Indian Tribe
23 Settlement Trust Fund”, to be managed, invested, and
24 distributed by the Secretary and to remain available until
25 expended, withdrawn, or reverted to the general fund of

1 the Treasury, consisting of the amounts deposited in the
2 Trust Fund under subsection (c), together with any inter-
3 est earned on those amounts, for the purpose of carrying
4 out this Act.

5 (b) ACCOUNTS.—The Secretary shall establish in the
6 Trust Fund the following Accounts:

7 (1) The Tule River Tribe Water Development
8 Projects Account.

9 (2) The Tule River Tribe OM&R Account.

10 (c) DEPOSITS.—The Secretary shall deposit—

11 (1) in the Tule River Tribe Water Development
12 Projects Account established under subsection
13 (b)(1), the amounts made available pursuant to sec-
14 tion 7(a)(1); and

15 (2) in the Tule River Tribe OM&R Account es-
16 tablished under subsection (b)(2), the amounts made
17 available pursuant to section 7(a)(2).

18 (d) MANAGEMENT AND INTEREST.—

19 (1) MANAGEMENT.—On receipt and deposit of
20 funds into the accounts in the Trust Fund pursuant
21 to subsection (c), the Secretary shall manage, invest,
22 and distribute all amounts in the Trust Fund in ac-
23 cordance with the investment authority of the Sec-
24 retary under—

1 (A) the first section of the Act of June 24,
2 1938 (52 Stat. 1037, chapter 648; 25 U.S.C.
3 162a);

4 (B) the American Indian Trust Fund Man-
5 agement Reform Act of 1994 (25 U.S.C. 4001
6 et seq.); and

7 (C) this section.

8 (2) INVESTMENT EARNINGS.—In addition to
9 the deposits under subsection (c), any investment
10 earnings, including interest, credited to amounts
11 held in the Trust Fund are authorized to be used in
12 accordance with subsections (e) and (h).

13 (e) AVAILABILITY OF AMOUNTS.—Amounts appro-
14 priated to, and deposited in, the Trust Fund, including
15 any investment earnings, including interest, shall be made
16 available to the Tribe by the Secretary beginning on the
17 Enforceability Date and subject to the requirements set
18 forth in this section.

19 (f) WITHDRAWALS.—

20 (1) WITHDRAWALS UNDER THE AMERICAN IN-
21 DIAN TRUST FUND MANAGEMENT REFORM ACT OF
22 1994.—

23 (A) IN GENERAL.—The Tribe may with-
24 draw any portion of the amounts in the Trust
25 Fund on approval by the Secretary of a Tribal

1 management plan submitted by the Tribe in ac-
2 cordance with the American Indian Trust Fund
3 Management Reform Act of 1994 (25 U.S.C.
4 4001 et seq.).

5 (B) REQUIREMENTS.—In addition to the
6 requirements under the American Indian Trust
7 Fund Management Reform Act of 1994 (25
8 U.S.C. 4001 et seq.), the Tribal management
9 plan under this paragraph shall require that the
10 Tribe shall spend all amounts withdrawn from
11 the Trust Fund, and any investment earnings
12 accrued through the investments under the
13 Tribal management plan, in accordance with
14 this Act.

15 (C) ENFORCEMENT.—The Secretary may
16 carry out such judicial and administrative ac-
17 tions as the Secretary determines to be nec-
18 essary to enforce the Tribal management plan
19 under this paragraph to ensure that amounts
20 withdrawn by the Tribe from the Trust Fund
21 under this paragraph are used in accordance
22 with this Act.

23 (2) WITHDRAWALS UNDER EXPENDITURE
24 PLAN.—

1 (A) IN GENERAL.—The Tribe may submit
2 to the Secretary a request to withdraw amounts
3 from the Trust Fund pursuant to an approved
4 expenditure plan.

5 (B) REQUIREMENTS.—To be eligible to
6 withdraw amounts under an expenditure plan
7 under this paragraph, the Tribe shall submit to
8 the Secretary an expenditure plan for any por-
9 tion of the Trust Fund that the Tribe elects to
10 withdraw pursuant to this subparagraph, sub-
11 ject to the condition that the amounts shall be
12 used for the purposes described in this Act.

13 (C) INCLUSIONS.—An expenditure plan
14 under this paragraph shall include a description
15 of the manner and purpose for which the
16 amounts proposed to be withdrawn from the
17 Trust Fund will be used by the Tribe in accord-
18 ance with subsections (e) and (h).

19 (D) APPROVAL.—The Secretary shall ap-
20 prove an expenditure plan submitted under this
21 paragraph if the Secretary determines that the
22 plan—

23 (i) is reasonable; and

24 (ii) is consistent with, and will be used
25 for, the purposes of this Act.

1 (E) ENFORCEMENT.—The Secretary may
2 carry out such judicial and administrative ac-
3 tions as the Secretary determines to be nec-
4 essary to enforce an expenditure plan to ensure
5 that amounts disbursed under this paragraph
6 are used in accordance with this Act.

7 (g) EFFECT OF SECTION.—Nothing in this section
8 gives the Tribe the right to judicial review of a determina-
9 tion of the Secretary relating to whether to approve a
10 Tribal management plan under subsection (f)(1) or an ex-
11 penditure plan under subsection (f)(2) except under sub-
12 chapter II of chapter 5, and chapter 7, of title 5, United
13 States Code (commonly known as the “Administrative
14 Procedure Act”).

15 (h) USES.—Amounts from the Trust Fund may only
16 be used by the Tribe for the following purposes:

17 (1) The Tule River Tribe Water Development
18 Projects Account may only be used to plan, design,
19 and construct Water Development Projects on the
20 Tule River Reservation, and for the conduct of re-
21 lated activities, including for environmental compli-
22 ance in the development and construction of projects
23 under this Act.

1 (2) The Tule River Tribe OM&R Account may
2 only be used for the OM&R of Water Development
3 Projects.

4 (i) LIABILITY.—The Secretary and the Secretary of
5 the Treasury shall not be liable for the expenditure or in-
6 vestment of any amounts withdrawn from the Trust Fund
7 by the Tribe under paragraphs (1) and (2) of subsection
8 (f).

9 (j) TITLE TO INFRASTRUCTURE.—Title to, control
10 over, and operation of any project constructed using funds
11 from the Trust Fund shall remain in the Tribe.

12 (k) OPERATION, MAINTENANCE, & REPLACEMENT.—
13 All OM&R costs of any project constructed using funds
14 from the Trust Fund shall be the responsibility of the
15 Tribe.

16 (l) NO PER CAPITA DISTRIBUTIONS.—No portion of
17 the Trust Fund shall be distributed on a per capita basis
18 to any member of the Tribe.

19 (m) EXPENDITURE REPORT.—The Tule River Tribe
20 shall annually submit to the Secretary an expenditure re-
21 port describing accomplishments and amounts spent from
22 use of withdrawals under a Tribal management plan or
23 an expenditure plan under this Act.

1 **SEC. 7. FUNDING.**

2 (a) FUNDING.—Out of any funds in the Treasury not
3 otherwise appropriated, the Secretary of the Treasury
4 shall transfer to the Secretary—

5 (1) for deposit in the Tule River Tribe Water
6 Development Projects Account \$518,000,000, to be
7 available until expended, withdrawn, or reverted to
8 the general fund of the Treasury; and

9 (2) for deposit in the Tule River Tribe OM&R
10 Account \$50,000,000, to be available until expended,
11 withdrawn, or reverted to the general fund of the
12 Treasury.

13 (b) FLUCTUATION IN COSTS.—

14 (1) IN GENERAL.—The amounts authorized to
15 be appropriated under subsection (a) shall be in-
16 creased or decreased, as appropriate, by such
17 amounts as may be justified by reason of ordinary
18 fluctuations in costs occurring after November 1,
19 2020, as indicated by the Bureau of Reclamation
20 Construction Cost Index—Composite Trend.

21 (2) CONSTRUCTION COSTS ADJUSTMENT.—The
22 amounts authorized to be appropriated under sub-
23 section (a) shall be adjusted to address construction
24 cost changes necessary to account for unforeseen
25 market volatility that may not otherwise be captured
26 by engineering cost indices as determined by the

1 Secretary, including repricing applicable to the types
2 of construction and current industry standards in-
3 volved.

4 (3) REPETITION.—The adjustment process
5 under this subsection shall be repeated for each sub-
6 sequent amount appropriated until the amount au-
7 thorized, as adjusted, has been appropriated.

8 (4) PERIOD OF INDEXING.—The period of in-
9 dexing adjustment under this subsection for any in-
10 crement of funding shall end on the date on which
11 the funds are deposited into the Trust Fund.

12 **SEC. 8. TRANSFER OF LAND INTO TRUST.**

13 (a) TRANSFER OF LAND TO TRUST.—

14 (1) IN GENERAL.—Subject to valid existing
15 rights, and the requirements of this subsection, all
16 right, title, and interest of the United States in and
17 to the land described in paragraph (2) shall be held
18 in trust by the United States for the benefit of the
19 Tribe as part of the Reservation upon the Enforce-
20 ability Date, provided that the Tribal fee land de-
21 scribed in paragraph (2)(C)—

22 (A) is free from any liens, encumbrances,
23 or other infirmities; and

1 (B) has no existing evidence of any haz-
2 arduous substances or other environmental liabil-
3 ity.

4 (2) LANDS TO BE HELD IN TRUST.—The land
5 referred to in paragraph (1) is the following:

6 (A) BUREAU OF LAND MANAGEMENT
7 LANDS.—

8 (i) Approximately 26.15 acres of land
9 located in T. 22 S., R. 29 E., sec. 35, Lot
10 9.

11 (ii) Approximately 85.50 acres of land
12 located in T. 22 S., R. 29 E., sec. 35, Lots
13 6 and 7.

14 (iii) Approximately 38.77 acres of
15 land located in—

16 (I) T. 22 S., R. 30 E., sec. 30,
17 Lot 1; and

18 (II) T. 22 S., R. 30 E., sec. 31,
19 Lots 6 and 7.

20 (iv) Approximately 154.9 acres of land
21 located in T. 22 S., R. 30 E., sec. 34,
22 $N\frac{1}{4}SW\frac{1}{4}$ and $SW\frac{1}{4}SW\frac{1}{4}$, Lots 2 and 3.

23 (v) Approximately 40.00 acres of land
24 located in T. 22 S., R. 30 E., sec. 34,
25 $NE\frac{1}{4}SE\frac{1}{4}$.

1 (vi) Approximately 375.17 acres of
2 land located in—

3 (I) T. 22 S., R. 30 E., sec. 35,
4 S¹/₂NE¹/₄, N¹/₂SE¹/₄, and SE¹/₄SE¹/₄,
5 Lots 3, 4, and 6; and

6 (II) T. 23 S., R. 30 E., sec. 2,
7 S¹/₂NE¹/₄, Lots 6 and 7.

8 (vii) Approximately 60.43 acres of
9 land located in—

10 (I) T. 22 S., R. 30 E., sec. 35,
11 SW¹/₄SW¹/₄; and

12 (II) T. 23 S., R. 30 E., sec. 2,
13 Lot 9.

14 (viii) Approximately 15.48 acres of
15 land located in T. 21 S., R. 30 E., sec. 31
16 in that portion of the NW¹/₄ lying between
17 Lots 8 and 9.

18 (ix) Approximately 29.26 acres of
19 land located in T. 21 S., R. 30 E., sec. 31,
20 Lot 7.

21 (B) FOREST SERVICE LANDS.—Approxi-
22 mately 9,037 acres of land comprising the head-
23 waters area of the South Fork Tule River wa-
24 tershed located east of and adjacent to the Tule

1 River Indian Reservation, and more particularly
2 described as follows:

3 (i) Commencing at the northeast cor-
4 ner of the Tule River Indian Reservation
5 in T. 21 S., R. 31 E., sec. 16, Mount Dia-
6 blo Base and Meridian, running thence
7 east and then southeast along the ridge of
8 mountains dividing the waters of the South
9 Fork of the Tule River and Middle Fork of
10 the Tule River, continuing south and then
11 southwest along the ridge of mountains di-
12 viding the waters of the South Fork of the
13 Tule River and the Upper Kern River until
14 intersecting with the southeast corner of
15 the Tule River Indian Reservation in T. 22
16 S., R. 31 E., sec. 28, thence from such
17 point north along the eastern boundary of
18 the Tule River Indian Reservation to the
19 place of beginning.

20 (ii) The area encompasses—

21 (I) all of secs. 22, 23, 26, 27, 34,
22 35, and portions of secs. 13, 14, 15,
23 16, 21, 24, 25, 28, 33, and 36, in T.
24 21 S., R. 31 E.; and

1 (II) all of secs. 3 and 10, and
2 portions of secs. 1, 2, 4, 9, 11, 14, 15,
3 16, 21, 22, 27, and 28, in T. 22 S.,
4 R. 31 E.

5 (C) TRIBALLY OWNED FEE LANDS.—

6 (i) Approximately 300 acres of land
7 known as the McCarthy Ranch and more
8 particularly described as follows:

9 (I) The SW¹/₄ and that portion
10 of the SE¹/₄ of sec. 9 in T. 22 S., R.
11 29 E., Mount Diablo Base and Merid-
12 ian, in the County of Tulare, State of
13 California, according to the official
14 plat thereof, lying south and west of
15 the center line of the South Fork of
16 the Tule River, as such river existed
17 on June 9, 1886, in the County of
18 Tulare, State of California; excepting
19 therefrom an undivided one-half inter-
20 est in and to the oil, gas, minerals,
21 and other hydrocarbon substances in,
22 on, or under such land, as reserved by
23 Alice King Henderson, a single
24 woman, by Deed dated January 22,
25 1959, and Recorded February 18,

1 1959, in Book 2106, page 241, Tulare
2 County Official Records.

3 (II) An easement over and across
4 that portion of the SW¹/₄ of sec. 10 in
5 T. 22 S., R. 29 E., Mount Diablo
6 Base and Meridian, County of Tulare,
7 State of California, more particularly
8 described as follows:

9 (aa) Beginning at the inter-
10 section of the west line of the
11 SW¹/₄ of sec. 10, and the south
12 bank of the South Tule Inde-
13 pendent Ditch; thence south 20
14 rods; thence in an easterly direc-
15 tion, parallel with such ditch, 80
16 rods; thence north 20 rods,
17 thence westerly along the south
18 bank of such ditch 80 rods to the
19 point of beginning; for the pur-
20 pose of—

21 (AA) maintaining
22 thereon an irrigation ditch
23 between the headgate of the
24 King Ditch situated on such
25 land and the SW¹/₄ and that

1 portion of the SE¹/₄ of sec.
2 9 in T. 22 S., R. 29 E.,
3 lying south and west of the
4 centerline of the South Fork
5 of the Tule River, as such
6 river existed on June 9,
7 1886, in the County of
8 Tulare, State of California;
9 and

10 (BB) conveying there-
11 through water from the
12 South Fork of the Tule
13 River to the SW¹/₄ and that
14 portion of the SE¹/₄ of sec.
15 9 in T. 22 S., R. 29 E.,
16 lying south and west of the
17 centerline of the South Fork
18 of the Tule River, as such
19 river existed on June 9,
20 1886.

21 (bb) The easement described
22 in item (aa) shall follow the exist-
23 ing route of the King Ditch.

24 (ii) Approximately 640 acres of land
25 known as the Pierson/Diaz property in T.

1 22 S., R. 29 E., sec. 16, Mount Diablo
2 Base and Meridian, in the County of
3 Tulare, State of California, according to
4 the official plat thereof.

5 (iii) Approximately 375.44 acres of
6 land known as the Hyder property and
7 more particularly described as follows:

8 (I) That portion of the S¹/₂ of
9 sec. 12 in T. 22 S., R. 28 E., Mount
10 Diablo Base and Meridian, in the
11 County of Tulare, State of California,
12 according to the official plat thereof,
13 lying south of the County Road known
14 as Reservation Road, excepting there-
15 from an undivided one-half interest in
16 all oil, gas, minerals, and other hydro-
17 carbon substances as reserved in the
18 deed from California Lands, Inc., to
19 Lovell J. Wilson and Genevieve P.
20 Wilson, recorded February 17, 1940,
21 in book 888, page 116, Tulare County
22 Official Records.

23 (II) The NW¹/₄ of sec. 13 in T.
24 22 S., R. 28 E., Mount Diablo Base
25 and Meridian, in the County of

1 Tulare, State of California, according
2 to the official plat thereof, excepting
3 therefrom the south 1200 feet thereof.

4 (III) The south 1200 feet of the
5 NW¹/₄ of sec. 13 in T. 22 S., R. 28
6 E., Mount Diablo Base and Meridian,
7 in the County of Tulare, State of Cali-
8 fornia, according to the official plat
9 thereof.

10 (iv) Approximately 157.22 acres of
11 land situated in the unincorporated area of
12 the County of Tulare, State of California,
13 known as the Trailor property, and more
14 particularly described as follows: The
15 SW¹/₄ of sec. 11 in T. 22 S., R. 28 E.,
16 Mount Diablo Base and Meridian, in the
17 unincorporated area of the County of
18 Tulare, State of California, according to
19 the official plat thereof.

20 (v) Approximately 89.45 acres of land
21 known as the Tomato Patch in that por-
22 tion of the SE¹/₄ of sec. 11 in T. 22 S., R.
23 28 E., Mount Diablo Base and Meridian,
24 in the County of Tulare, State of Cali-
25 fornia, according to the Official Plat of the

1 survey of such land on file in the Bureau
2 of Land Management at the date of the
3 issuance of the patent thereof, and more
4 particularly described as follows: Beginning
5 at the southeast corner of T. 22 S., R. 28
6 E., sec. 11, thence north and along the
7 east line of such sec. 11, 1342 feet, thence
8 south $83^{\circ} 44'$ west 258 feet, thence north
9 $84^{\circ} 30'$ west 456 feet, thence north 65°
10 $28'$ west 800 feet, thence north $68^{\circ} 44'$
11 west 295 feet, thence south $71^{\circ} 40'$ west
12 700 feet, thence south $56^{\circ} 41'$ west 240
13 feet to the west line of the $SE\frac{1}{4}$ of such
14 sec. 11, thence south $0^{\circ} 21'$ west along
15 such west line of the $SE\frac{1}{4}$ of sec. 11,
16 thence west 1427 feet to the southwest
17 corner of such $SE\frac{1}{4}$ of sec. 11, thence
18 south $89^{\circ} 34'$ east 2657.0 feet to the point
19 of beginning, excepting therefrom—

20 (I) a strip of land 25 feet in
21 width along the northerly and east
22 sides and used as a County Road; and

23 (II) an undivided one-half inter-
24 est in all oil, gas, and minerals in and
25 under such lands, as reserved in the

1 Deed from Bank of America, a cor-
2 poration, dated August 14, 1935, filed
3 for record August 28, 1935, Fee Book
4 11904.

5 (vi) Approximately 160 acres of land
6 known as the Smith Mill in the NW¹/₄ of
7 the NE¹/₄, the N¹/₂ of the NW¹/₄, and the
8 SE¹/₄ of the NW¹/₄ of sec. 20 in T. 21 S.,
9 R. 31 E., Mount Diablo Base and Merid-
10 ian, in the County of Tulare, State of Cali-
11 fornia, according to the official plat there-
12 of.

13 (vii) Approximately 35 acres of land
14 located within the exterior boundaries of
15 the Tule River Reservation known as the
16 Highway 190 parcel, with the legal de-
17 scription as follows: That portion of T. 21
18 S., R. 29 E., sec. 19, Mount Diablo Base
19 and Meridian, in the County of Tulare,
20 Sate of California, according to the official
21 plat thereof, and more particularly de-
22 scribed as follows: Commencing at a point
23 in the south line of the N¹/₂ of the S¹/₂ of
24 such sec. 19, such point being south 89°
25 54' 47" east, 1500.00 feet of the south-

1 west corner of such N $\frac{1}{2}$, thence north 52°
2 41' 17" east, 1602.80 feet to the true
3 point of beginning of the parcel to be de-
4 scribed, thence north 32° 02' 00" west,
5 1619.53 feet to a point in the southeast-
6 erly line of State Highway 190 per deeds
7 recorded May 5, 1958, in Book 2053,
8 pages 608 and 613, Tulare County Official
9 Records, thence north 57° 58' 00" east,
10 232.29 feet, thence north 66° 33' 24" east,
11 667.51 fee, thence departing the southeast-
12 erly line of such Highway 190, south 44°
13 53' 27" east, 913.62 feet, thence south 85°
14 53' 27" east, 794.53 feet, thence south 52°
15 41' 17" west, 1744.64 feet to the true
16 point of beginning.

17 (viii) Approximately 61.91 acres of
18 land located within the exterior boundaries
19 of the Tule River Reservation known as
20 the Shan King property, with the legal de-
21 scription as follows:

22 (I) Parcel 1: Parcel No. 1 of par-
23 cel map no. 4028 in the County of
24 Tulare, State of California, as per the

1 map recorded in Book 41, page 32 of
2 Tulare County Records.

3 (II)(aa) Parcel 2: That portion of
4 T. 21 S., R. 29 E., sec. 19, Mount
5 Diablo Base and Meridian, in the
6 County of Tulare, State of California,
7 described as follows: Commencing at a
8 point in the south line of the N¹/₂ of
9 the S¹/₂ of such sec. 19, such point
10 being south 89° 54' 58" east, 1500.00
11 feet of the southwest corner of such
12 N¹/₂, thence north 52° 41' 06" east,
13 1602.80 feet to the southwesterly cor-
14 ner of the 40.00 acre parcel shown on
15 the Record of Survey recorded in
16 Book 18, page 17, of Licensed Sur-
17 veys, Tulare County Records, thence,
18 north 32° 01' 28" west, 542.04 feet
19 along the southwesterly line of such
20 40.00 acre parcel to the true point of
21 beginning of the parcel to be de-
22 scribed, thence, continuing north 32°
23 01' 28" west, 1075.50 feet to the
24 northwesterly corner of such 40.00
25 acre parcel, thence north 57° 58' 50"

1 east, 232.31 feet along the southeast-
2 erly line of State Highway 190,
3 thence north $66^{\circ} 34' 12''$ east, 6.85
4 feet, thence, departing the southeast-
5 erly line of State Highway 190 south
6 $29^{\circ} 27' 29''$ east, 884.73 feet, thence
7 south $02^{\circ} 59' 33''$ east, 218.00 feet,
8 thence south $57^{\circ} 58' 31''$ west, 93.67
9 feet to the true point of beginning.

10 (bb) The property described in
11 item (aa) is subject to a 100 foot min-
12 imum building setback from the right-
13 of-way of Highway 190.

14 (III) Parcel 3: That portion of T.
15 21 S., R. 29 E., sec. 19, Mount Dia-
16 blo Base and Meridian, County of
17 Tulare, State of California, described
18 as follows: Beginning at a point in the
19 south line of the $N\frac{1}{2}$ of the $S\frac{1}{2}$ of
20 such sec. 19, such point being south
21 $89^{\circ} 54' 47''$ east, 1500.00 feet of the
22 southwest corner of such $N\frac{1}{2}$, thence
23 north $7^{\circ} 49' 19''$ east, 1205.00 feet,
24 thence north $40^{\circ} 00' 00''$ west,
25 850.00 feet to a point in the south-

1 easterly line of State Highway 190,
2 per deeds recorded May 5, 1958, in
3 Book 2053, pages 608 and 613,
4 Tulare County Official Records,
5 thence, north 57° 58' 00" east,
6 941.46 feet, along the southeasterly
7 line of such Highway 190, thence de-
8 parting the southeasterly line of such
9 Highway 190, south 32° 02' 00" east,
10 1619.53 feet, thence south 52° 41'
11 17" west, 1602.80 feet to the point of
12 beginning, together with a three-quar-
13 ters ($\frac{3}{4}$) interest in a water system,
14 as set forth in that certain water sys-
15 tem and maintenance agreement re-
16 corded April 15, 2005, as document
17 no. 2005-0039177.

18 (ix) Approximately 18.44 acres of
19 land located within the exterior boundaries
20 of the Tule River Reservation known as
21 the Parking Lot 4 parcel with the legal de-
22 scription as follows: That portion of the
23 land described in that Grant Deed to Tule
24 River Indian Tribe, recorded June 1, 2010,
25 as document number 2010-0032879,

1 Tulare County Official Records, lying with-
2 in the following described parcel: beginning
3 at a point on the east line of the NW¹/₄ of
4 sec. 3 in T. 22 S., R. 28 E., Mount Diablo
5 Meridian, lying south 0° 49' 43" west,
6 1670.53 feet from the N¹/₄ corner of such
7 sec. 3, thence (1) south 89° 10' 17" east,
8 46.50 feet; thence (2) north 0° 49' 43"
9 east, 84.08 feet; thence (3) north 33° 00'
10 00" west, 76.67 feet to the south line of
11 State Route 190 as described in that
12 Grant Deed to the State of California, re-
13 corded February 14, 1958, in Volume
14 2038, page 562, Tulare County Official
15 Records; thence (4) north 0° 22' 28" east,
16 73.59 feet to the north line of the SE¹/₄ of
17 the NW¹/₄ of such sec. 3; thence (5) south
18 89° 37' 32" east, along such north line,
19 89.77 feet to the center-north sixteenth
20 corner of such sec. 3; thence (6) south 0°
21 49' 43" west, along such east line of the
22 NW¹/₄ of such sec. 3, a distance of 222.06
23 feet to the point of beginning. Containing
24 0.08 acres, more or less, in addition to
25 that portion lying within Road 284. To-

1 gether with the underlying fee interest, if
2 any, contiguous to the above-described
3 property in and to Road 284. This convey-
4 ance is made for the purpose of a freeway
5 and the grantor hereby releases and relin-
6 quishes to the grantee any and all
7 abutter's rights including access rights, ap-
8 purtenant to grantor's remaining property,
9 in and to such freeway. Reserving however,
10 unto grantor, grantor's successors or as-
11 signs, the right of access to the freeway
12 over and across Courses (1) and (2) herein
13 above described. The bearings and dis-
14 tances used in this description are on the
15 California Coordinate System of 1983,
16 Zone 4. Divide distances by 0.999971 to
17 convert to ground distances.

18 (b) TERMS AND CONDITIONS.—

19 (1) EXISTING AUTHORIZATIONS.—Any Federal
20 land transferred under this section shall be conveyed
21 and taken into trust subject to valid existing rights,
22 contracts, leases, permits, and rights-of-way, unless
23 the holder of the right, contract, lease, permit, or
24 right-of-way requests an earlier termination in ac-
25 cordance with existing law. The Bureau of Indian

1 Affairs shall assume all benefits and obligations of
2 the previous land management agency under such
3 existing rights, contracts, leases, permits, or rights-
4 of-way, and shall disburse to the Tribe any amounts
5 that accrue to the United States from such rights,
6 contracts, leases, permits, or rights-of-ways after the
7 date of transfer from any sale, bonus, royalty, or
8 rental relating to that land in the same manner as
9 amounts received from other land held by the Sec-
10 retary in trust for the Tribe.

11 (2) IMPROVEMENTS.—Any improvements con-
12 stituting personal property, as defined by State law,
13 belonging to the holder of a right, contract, lease,
14 permit, or right-of-way on lands transferred under
15 this section shall remain the property of the holder
16 and shall be removed not later than 90 days after
17 the date on which the right, contract, lease, permit,
18 or right-of-way expires, unless the Tribe and the
19 holder agree otherwise. Any such property remaining
20 beyond the 90-day period shall become the property
21 of the Tribe and shall be subject to removal and dis-
22 position at the Tribe’s discretion. The holder shall
23 be liable for the costs the Tribe incurs in removing
24 and disposing of the property.

25 (c) WITHDRAWAL OF FEDERAL LANDS.—

1 (1) IN GENERAL.—Subject to valid existing
2 rights, effective on the date of enactment of this Act,
3 all Federal lands within the parcels described in sub-
4 section (a)(2) are withdrawn from all forms of—

5 (A) entry, appropriation, or disposal under
6 the public land laws;

7 (B) location, entry, and patent under the
8 mining laws; and

9 (C) disposition under all laws pertaining to
10 mineral and geothermal leasing or mineral ma-
11 terials.

12 (2) EXPIRATION.—The withdrawals pursuant to
13 paragraph (1) shall terminate on the date that the
14 Secretary takes the lands into trust for the benefit
15 of the Tribe pursuant to subsection (a)(1).

16 (d) TECHNICAL CORRECTIONS.—Notwithstanding
17 the descriptions of the parcels of land in subsection (a)(2),
18 the United States may, with the consent of the Tribe,
19 make technical corrections to the legal land descriptions
20 to more specifically identify the parcels to be exchanged.

21 (e) SURVEY.—

22 (1) Unless the United States or the Tribe re-
23 quests an additional survey for the transferred land
24 or a technical correction is made under subsection

1 (d), the description of land under this section shall
2 be controlling.

3 (2) If the United States or the Tribe requests
4 an additional survey, that survey shall control the
5 total acreage to be transferred into trust under this
6 section.

7 (3) The Secretary or the Secretary of Agri-
8 culture shall provide such assistance as may be ap-
9 propriate—

10 (A) to conduct additional surveys of the
11 transferred land; and

12 (B) to satisfy administrative requirements
13 necessary to accomplish the land transfers
14 under this section.

15 (f) DATE OF TRANSFER.—The Secretary shall issue
16 trust deeds for all land transfers under this section by not
17 later than 10 years after the Enforceability Date.

18 (g) RESTRICTION ON GAMING.—Lands taken into
19 trust pursuant to this section shall not be considered to
20 have been taken into trust for, nor eligible for, class II
21 gaming or class III gaming (as those terms are defined
22 in section 4 of the Indian Gaming Regulatory Act (25
23 U.S.C. 2703)).

24 (h) STATUS OF WATER RIGHTS ON TRANSFERRED
25 LANDS.—Any water rights associated with lands trans-

1 ferred pursuant to subparagraphs (A) through (C) of sub-
2 section (a)(2) shall be held in trust for the Tribe but shall
3 not be included in the Tribal Water Right.

4 **SEC. 9. SATISFACTION OF CLAIMS.**

5 The benefits provided under this Act shall be in com-
6 plete replacement of, complete substitution for, and full
7 satisfaction of any claim of the Tribe against the United
8 States that is waived and released by the Tribe under sec-
9 tion 10(a).

10 **SEC. 10. WAIVERS AND RELEASES OF CLAIMS.**

11 (a) IN GENERAL.—

12 (1) WAIVERS AND RELEASES OF CLAIMS BY
13 THE TRIBE AND THE UNITED STATES AS TRUSTEE
14 FOR THE TRIBE.—Subject to the reservation of
15 rights and retention of claims set forth in subsection
16 (c), as consideration for recognition of the Tribe's
17 Tribal Water Right and other benefits described in
18 the 2007 Agreement and this Act, the Tribe and the
19 United States, acting as trustee for the Tribe, shall
20 execute a waiver and release of all claims for the fol-
21 lowing:

22 (A) All claims for water rights within the
23 State of California based on any and all legal
24 theories that the Tribe or the United States
25 acting as trustee for the Tribe, asserted or

1 could have asserted in any proceeding, including
2 a general stream adjudication, on or before the
3 Enforceability Date, except to the extent that
4 such rights are recognized in the 2007 Agree-
5 ment and this Act.

6 (B) All claims for damages, losses, or inju-
7 ries to water rights or claims of interference
8 with, diversion, or taking of water rights (in-
9 cluding claims for injury to lands resulting from
10 such damages, losses, injuries, interference
11 with, diversion, or taking of water rights) with-
12 in California against the State, or any person,
13 entity, corporation, or municipality, that ac-
14 crued at any time up to and including the En-
15 forceability Date.

16 (2) WAIVER AND RELEASE OF CLAIMS BY THE
17 TRIBE AGAINST THE UNITED STATES.—Subject to
18 the reservation of rights and retention of claims
19 under subsection (c), the Tribe shall execute a waiv-
20 er and release of all claims against the United
21 States (including any agency or employee of the
22 United States) for water rights within the State of
23 California first arising before the Enforceability
24 Date relating to—

1 (A) water rights within the State of Cali-
2 fornia that the United States, acting as trustee
3 for the Tribe, asserted or could have asserted in
4 any proceeding, including a general stream ad-
5 judication, except to the extent that such rights
6 are recognized as part of the Tribal Water
7 Right under this Act;

8 (B) foregone benefits from nontribal use of
9 water, on and off the Reservation (including
10 water from all sources and for all uses);

11 (C) damage, loss, or injury to water, water
12 rights, land, or natural resources due to loss of
13 water or water rights (including damages,
14 losses, or injuries to hunting, fishing, gathering,
15 or cultural rights, due to loss of water or water
16 rights, claims relating to interference with, di-
17 version, or taking of water, or claims relating to
18 a failure to protect, acquire, replace, or develop
19 water, water rights, or water infrastructure)
20 within the State of California;

21 (D) a failure to establish or provide a mu-
22 nicipal rural or industrial water delivery system
23 on the Reservation;

24 (E) damage, loss, or injury to water, water
25 rights, land, or natural resources due to con-

1 construction, operation, and management of irriga-
2 tion projects on the Reservation and other Fed-
3 eral land and facilities (including damages,
4 losses, or injuries to fish habitat, wildlife, and
5 wildlife habitat);

6 (F) failure to provide for operation, main-
7 tenance, or deferred maintenance for any irriga-
8 tion system or irrigation project;

9 (G) failure to provide a dam safety im-
10 provement to a dam on the Reservation;

11 (H) the litigation of claims relating to any
12 water rights of the Tribe within the State of
13 California;

14 (I) the negotiation, execution, or adoption
15 of the 2007 Agreement (including exhibits A-
16 F) and this Act;

17 (J) the negotiation, execution, or adoption
18 of operational rules referred to in Article 3.4 of
19 the 2007 Agreement in connection with any res-
20 ervoir locations, including any claims related to
21 the resolution of operational rules pursuant to
22 the dispute resolution processes set forth in the
23 Article 8 of the 2007 Agreement, including
24 claims arising after the Enforceability Date;
25 and

1 (K) claims related to the creation or reduc-
2 tion of the Reservation, including any claims re-
3 lating to the failure to ratify any treaties and
4 any claims that any particular lands were in-
5 tended to be set aside as a permanent homeland
6 for the Tribe but were not included as part of
7 the present Reservation.

8 (b) EFFECTIVENESS.—The waivers and releases
9 under subsection (a) shall take effect on the Enforceability
10 Date.

11 (c) RESERVATION OF RIGHTS AND RETENTION OF
12 CLAIMS.—Notwithstanding the waivers and releases under
13 subsection (a), the Tribe and the United States, acting
14 as trustee for the Tribe, shall retain—

15 (1) all claims relating to the enforcement of, or
16 claims accruing after the Enforceability Date relat-
17 ing to water rights recognized under the 2007
18 Agreement, any final court decree entered in the
19 Federal District Court for the Eastern District of
20 California, or this Act;

21 (2) all claims relating to the right to use and
22 protect water rights acquired after the date of enact-
23 ment of this Act;

24 (3) claims regarding the quality of water
25 under—

1 (A) the Comprehensive Environmental Re-
2 sponse, Compensation, and Liability Act of
3 1980 (42 U.S.C. 9601 et seq.), including claims
4 for damages to natural resources;

5 (B) the Safe Drinking Water Act (42
6 U.S.C. 300f et seq.);

7 (C) the Federal Water Pollution Control
8 Act (33 U.S.C. 1251 et seq.) (commonly re-
9 ferred to as the “Clean Water Act”); and

10 (D) any regulations implementing the Acts
11 described in subparagraphs (A) through (C);

12 (4) all claims for damage, loss, or injury to land
13 or natural resources that are not due to loss of
14 water or water rights, including hunting, fishing,
15 gathering, or cultural rights; and

16 (5) all rights, remedies, privileges, immunities,
17 and powers not specifically waived and released pur-
18 suant to this Act or the 2007 Agreement.

19 (d) EFFECT OF 2007 AGREEMENT AND ACT.—Noth-
20 ing in the 2007 Agreement or this Act—

21 (1) affects the authority of the Tribe to enforce
22 the laws of the Tribe, including with respect to envi-
23 ronmental protections or reduces or extends the sov-
24 ereignty (including civil and criminal jurisdiction) of
25 any government entity;

1 (2) affects the ability of the United States, act-
2 ing as sovereign, to carry out any activity authorized
3 by law, including—

4 (A) the Comprehensive Environmental Re-
5 sponse, Compensation, and Liability Act of
6 1980 (42 U.S.C. 9601 et seq.);

7 (B) the Safe Drinking Water Act (42
8 U.S.C. 300f et seq.);

9 (C) the Federal Water Pollution Control
10 Act (33 U.S.C. 1251 et seq.);

11 (D) the Solid Waste Disposal Act (42
12 U.S.C. 6901 et seq.); and

13 (E) any regulations implementing the Acts
14 described in subparagraphs (A) through (D);

15 (3) affects the ability of the United States to
16 act as trustee for any other Indian Tribe or an
17 allotee of any other Indian Tribe;

18 (4) confers jurisdiction on any State court—

19 (A) to interpret Federal law relating to
20 health, safety, or the environment;

21 (B) to determine the duties of the United
22 States or any other party under Federal law re-
23 garding health, safety, or the environment;

24 (C) to conduct judicial review of any Fed-
25 eral agency action; or

1 (D) to interpret Tribal law; or

2 (5) waives any claim of a member of the Tribe
3 in an individual capacity that does not derive from
4 a right of the Tribe.

5 (e) TOLLING OF CLAIMS.—

6 (1) IN GENERAL.—Each applicable period of
7 limitation and time-based equitable defense relating
8 to a claim described in this section shall be tolled for
9 the period beginning on the date of enactment of
10 this Act and ending on the Enforceability Date.

11 (2) EFFECT OF SUBSECTION.—Nothing in this
12 subsection revives any claim or tolls any period of
13 limitation or time-based equitable defense that ex-
14 pired before the date of enactment of this Act.

15 (3) LIMITATION.—Nothing in this section pre-
16 cludes the tolling of any period of limitations or any
17 time-based equitable defense under any other appli-
18 cable law.

19 (f) EXPIRATION.—

20 (1) IN GENERAL.—This Act shall expire in any
21 case in which the Secretary fails to publish a state-
22 ment of findings under section 11 by not later
23 than—

24 (A) 8 years from the date of enactment of
25 this Act; or

1 (B) such alternative later date as is agreed
2 to by the Tribe and the Secretary, after pro-
3 viding reasonable notice to the State of Cali-
4 fornia.

5 (2) CONSEQUENCES.—If this Act expires under
6 paragraph (1)—

7 (A) the waivers and releases under sub-
8 section (a) shall—

9 (i) expire; and

10 (ii) have no further force or effect;

11 (B) the authorization, ratification, con-
12 firmation, and execution of the 2007 Agreement
13 under section 4 shall no longer be effective;

14 (C) any action carried out by the Sec-
15 retary, and any contract or agreement entered
16 into pursuant to this Act, shall be void;

17 (D) any unexpended Federal funds appro-
18 priated or made available to carry out the ac-
19 tivities authorized by this Act, together with
20 any interest earned on those funds, and any
21 water rights or contracts to use water and title
22 to other property acquired or constructed with
23 Federal funds appropriated or made available
24 to carry out the activities authorized by this Act
25 shall be returned to the Federal Government,

1 unless otherwise agreed to by the Tribe and the
2 United States and approved by Congress; and

3 (E) except for Federal funds used to ac-
4 quire or construct property that is returned to
5 the Federal Government under subparagraph
6 (D), the United States shall be entitled to offset
7 any Federal funds made available to carry out
8 this Act that were expended or withdrawn, or
9 any funds made available to carry out this Act
10 from other Federal authorized sources, together
11 with any interest accrued on those funds,
12 against any claims against the United States—

13 (i) relating to—

14 (I) water rights in the State of
15 California asserted by—

16 (aa) the Tribe; or

17 (bb) any user of the Tribal
18 Water Right; or

19 (II) any other matter covered by
20 subsection (a)(2); or

21 (ii) in any future settlement of water
22 rights of the Tribe.

1 **SEC. 11. ENFORCEABILITY DATE.**

2 The Enforceability Date shall be the date on which
3 the Secretary publishes in the Federal Register a state-
4 ment of findings that—

5 (1) to the extent that the 2007 Agreement con-
6 flicts with the Act, the 2007 Agreement has been
7 amended to conform with this Act;

8 (2) the 2007 Agreement, so revised, includes
9 waivers and releases of claims set forth in section 10
10 and has been executed by the parties, including the
11 United States;

12 (3) a final judgment and decree approving the
13 2007 Agreement and binding all parties to the ac-
14 tion has been entered by the Court, and all appeals
15 have been exhausted;

16 (4) all of the amounts authorized to be appro-
17 priated under section 7(a) have been appropriated
18 and deposited in the designated accounts; and

19 (5) the waivers and releases under section 10(a)
20 have been executed by the Tribe and the Secretary.

21 **SEC. 12. BINDING EFFECT; JUDICIAL APPROVAL; ENFORCE-**
22 **ABILITY.**

23 (a) IN GENERAL.—Not later than 180 days after the
24 Secretary has executed the 2007 Agreement, the Attorney
25 General of the United States shall file suit in the Court
26 requesting the entry of a final judgement and decree ap-

1 proving the Tribal Water Right and the 2007 Agreement.
2 The Tribe and the Downstream Water Users shall be
3 named as parties to the suit.

4 (b) JUDICIAL APPROVAL.—The Court shall have ex-
5 clusive jurisdiction to review and determine whether to ap-
6 prove the 2007 Agreement, and over any cause of action
7 initiated by any party to the 2007 Agreement arising from
8 a dispute over the interpretation of the Agreement or this
9 legislation, and any cause of action initiated by any party
10 to the 2007 Agreement for the enforcement of Agreement.

11 (c) OPERATION RULES.—The Court shall have juris-
12 diction over any cause of action initiated by any party to
13 the 2007 Agreement arising from the failure of the parties
14 to reach agreement on operation rules for any reservoir
15 and shall establish a procedure under which a mediator
16 is appointed by the Court to assist the parties in resolving
17 issues regarding operation rules for any reservoir. If the
18 Court appointed mediation does not, after a reasonable
19 amount of time as determined by the Court, result in an
20 agreed set of reservoir operation rules, the Court shall de-
21 termine which set of reservoir operation rules shall govern
22 operation of the reservoir by determining which of the
23 proffered set of operation rules, if implemented, would be
24 the most effective by meeting the criteria set forth in sec-
25 tion 8.2.B(3)(a) of the 2007 Agreement. Once the Court

1 selects operation rules pursuant to the standard set forth
2 above, such rules shall thereafter control and shall be im-
3 plemented by the parties pursuant to the terms directed
4 by the Court.

5 **SEC. 13. MISCELLANEOUS PROVISIONS.**

6 (a) WAIVER OF SOVEREIGN IMMUNITY BY THE
7 UNITED STATES.—Nothing in this Act waives the sov-
8 ereign immunity of the United States.

9 (b) OTHER TRIBES NOT ADVERSELY AFFECTED.—
10 Nothing in this Act quantifies or diminishes any land or
11 water right, or any claim or entitlement to land or water,
12 of an Indian Tribe, band, or community other than the
13 Tribe.

14 (c) EFFECT ON CURRENT LAW.—Nothing in this Act
15 affects any provision of law (including regulations) in ef-
16 fect on the day before the date of enactment of this Act
17 with respect to pre-enforcement review of any Federal en-
18 vironmental enforcement action.

19 (d) CONFLICT.—In the event of a conflict between
20 the 2007 Agreement and this Act, this Act shall control.

21 **SEC. 14. ANTIDEFICIENCY.**

22 The United States shall not be liable for any failure
23 to carry out any obligation or activity authorized by this
24 Act, including any obligation or activity under the 2007

- 1 Agreement if adequate appropriations are not provided by
- 2 Congress expressly to carry out the purposes of this Act.

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